

BOARD OF COMMISSIONERS MEETING

William J. Bunek, Chairman

NOTICE OF MEETING

The Executive Board Session of the Leelanau County Board of Commissioners will be held on Tuesday, March 8, 2022, at 9:00 a.m., in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan
(Please silence any unnecessary cellular/electronic devices)

A live streaming of this meeting will be available for viewing via the following link –
https://www.youtube.com/channel/UCNQTglgcTedF2qB8floC1GQ?view_as=subscriber

There are two ways to provide public comment during the meeting – you can attend in-person, or email your comments prior to the meeting to clerk@leelanau.gov

*(Proceedings of the meeting are being recorded and are not the official record of the meeting;
the formally approved/accepted written copy of the minutes will be the official record of the meeting.)*

TENTATIVE AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE/PRIVATE PRAYER

ROLL CALL

APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS

PUBLIC COMMENT

COMMISSIONER COMMENTS

COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:

PAGE #

- Administrator Update
- Bay Area Transportation Authority Update 2-16
- Leelanau County Housing Statistics *(Commissioner Robbins)*
- Leland Dam Authority Update, *no handout*

CONSENT AGENDA ITEMS

1. Senior Services – Acceptance of AAANM (Area Agency on Aging of Northwest Michigan) Contributions. 17-18

ACTION ITEMS

2. Solid Waste Council –
 - a. Tire Recycling Contract Amendment No. 1, ERG. 19-23
 - b. Mobile Tire Recycling Collection Contract Amendment No. 1, ERG. 24-28
 - c. Household Hazardous Waste (HHW) Contract Amendment No. 2, ERG. 29-31
 - d. Electronics Contract Amendment No. 2, Comprenew. 32-33
 - e. Mattress Recycling Collection, Bay Area Recycling for Charities (BARC). 34
3. Leland Dam Authority Recommendations –
 - a. Approval of Proposed Triennial Dam Inspection, Leland Dam, Spicer Group, Inc. 35-42
 - b. Approval of Proposed Appraisal, Leland Dam, Spicer Group, Inc. 43-50
4. Information Technology –
 - a. AT&T Contract Renewals – Business Local Calling Essentials, Three Accounts: 51-64
 - i. 36M Business Local Essentials Contract 231.256.0264.
 - ii. 36M Business Local Calling Essentials Contract 231.256.0619.
 - iii. 36M Business Local Calling Essentials Contract 231.256.2216.
5. Building/Facilities Presentation, *distributed separately.*
6. Building Safety/Security Options –
 - a. Air Purification Systems Options. 65-76
 - b. The Sleeve Door Deterrent.
7. Emergency Management –
 - a. Local 9-1-1 Surcharge Renewal.
 - b. Cherry Capital Connection Easement Lease Agreement.
8. Prosecuting Attorney – Renewal of Agreement with West Law/Thompson Reuters. 79-82
9. Finance/Audit Committee Update/Recommendations. 83-84
10. Administration –
 - a. Grand Traverse Band 2% Allocation Awards: 85-96
 - i. Family Court/Child & Family Services (Safe Haven), \$5,000.00.
 - ii. Senior Services, LCN Neighborhood Assistance Ministry, \$20,000.00.
 - iii. Sheriff’s Office, Purchase of Narcotics Analyzers, \$32,800.00.
 - iv. Solid Waste Council, Tire Recycling, \$10,000.00.
 - v. Solid Waste Council, Mattress Recycling, \$6,000.00.
 - b. Veterans Memorial Update.
 - c. ARPA (American Rescue Plan Act) Update –
 - i. Special Session Request.
 - ii. Lower Level Estimated Costs Update.
 - d. Administrator and Human Resources Director Duties and Responsibilities Review.

REVIEW OF FINANCIALS

SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES

PUBLIC COMMENT

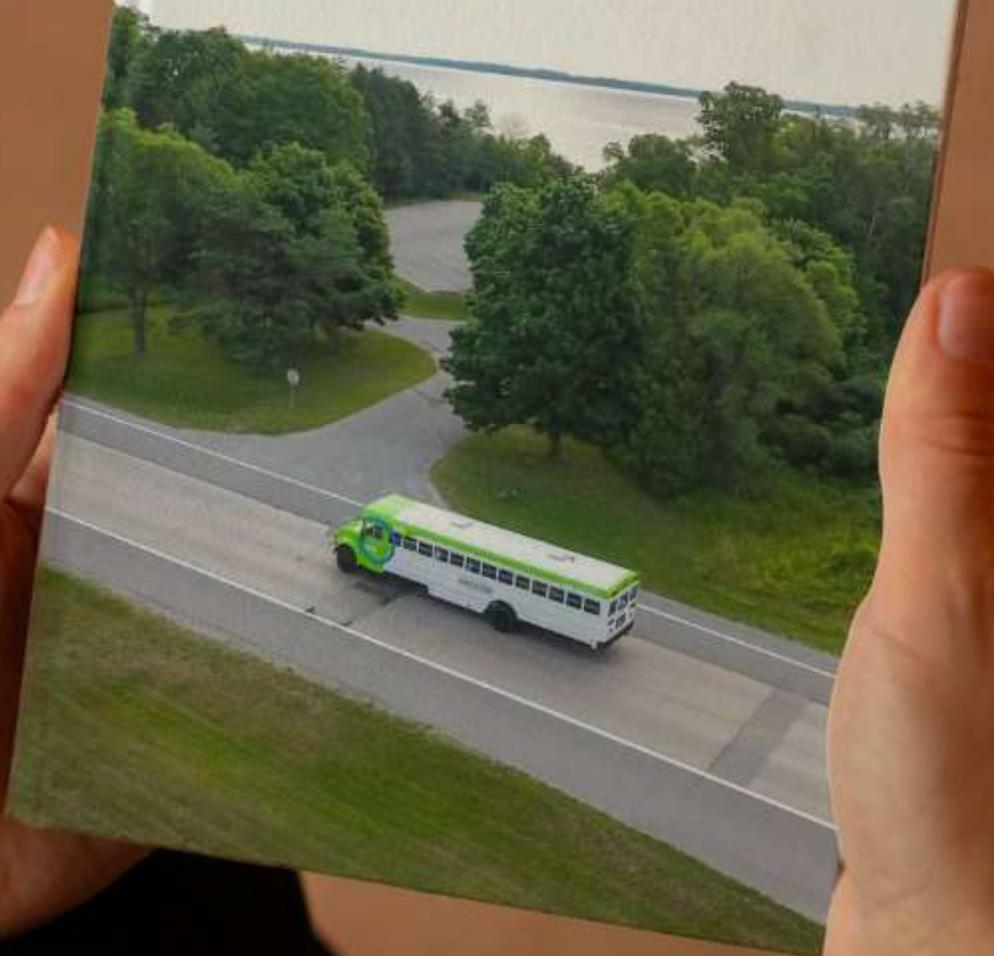
COMMISSIONER COMMENTS

APPROVAL OF FINANCIALS

- Amendments & Transfers
- Miscellaneous Fund Transfers and Amendments
- Claims and Accounts
- Post Audit

ADJOURNMENT

BATA 2021 Leelanau County Report



Meet the Team!



Kelly Dunham
Executive Director



Eric Lingaur
Director of Communications &
Development Lingaure@bata.net



BATA board members representing Leelanau County.



Rick Robbins



John Sommavilla,
Vice Chair



Heather Harris-Brady
Member at-large
Empire Resident

Route 10

- Suttons Bay
- Northport
- Omena
- Peshawbestown

Route 11 Seasonal



- Cedar
- Maple City
- Glen Arbor
- Sleeping Bear
- Empire



2021 Ridership

10

11,331 Rides



More than a 15% increase from 2020



11

Seasonal, under-review for 2022

link 7,148 Rides



More than a 33% increase from 2020



97%

SATISFACTION WITH BATA DRIVERS

91%

SATISFACTION WITH BATA'S CALL CENTER

88%

OVERALL SATISFACTION WITH BATA SERVICES

Customer Service Satisfaction



46% Propane Powered

BATA is increasingly a green, clean and domestic fuel fleet; powered by propane for lower greenhouse emissions!

2021 Annual Report



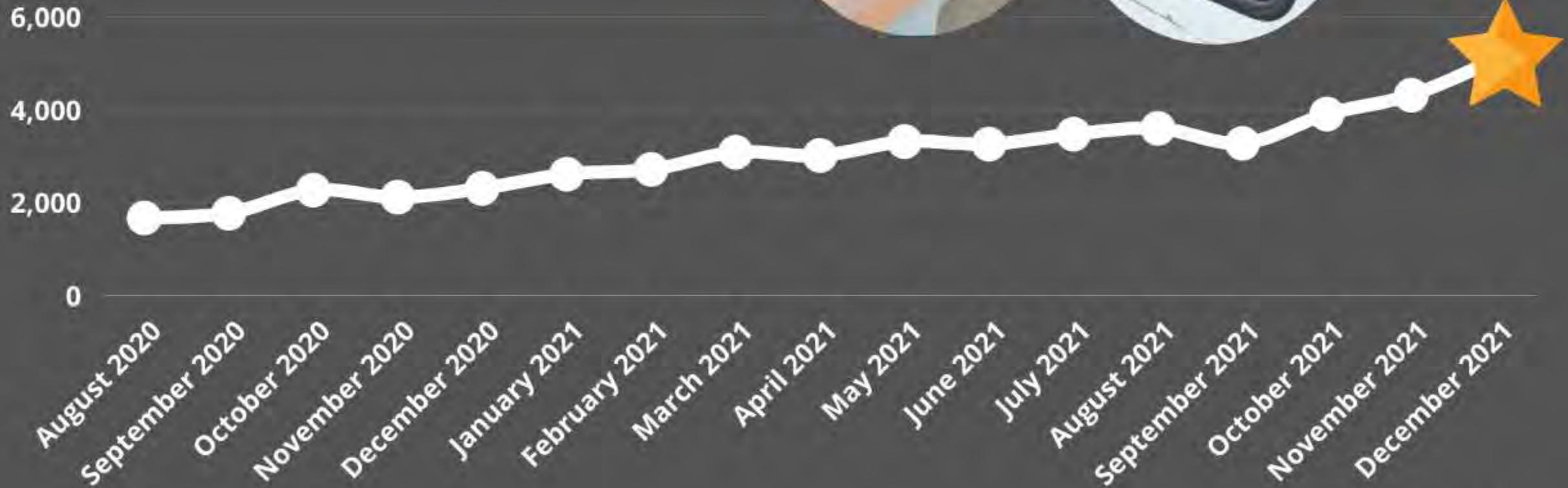
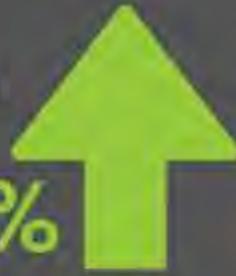
link on-demand

BATA Bay Area Transportation Authority

238% Increase Link On-Demand Ridership!

Passengers Per Month Link On-Demand

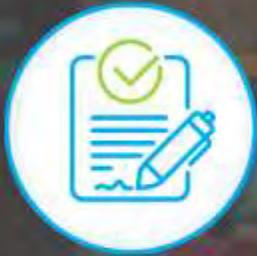
258%
Increase



**Record
Month!**



How does BATA help Leelanau County businesses & residents?



Transit Service Requests for Seasonal Workforce & Local Events

Open communication for continued service improvements

New technology offerings in late 2022 for smoother requests and scheduling

Transportation for essential services and workers. Including senior medical appointments and grocery trips

10

11

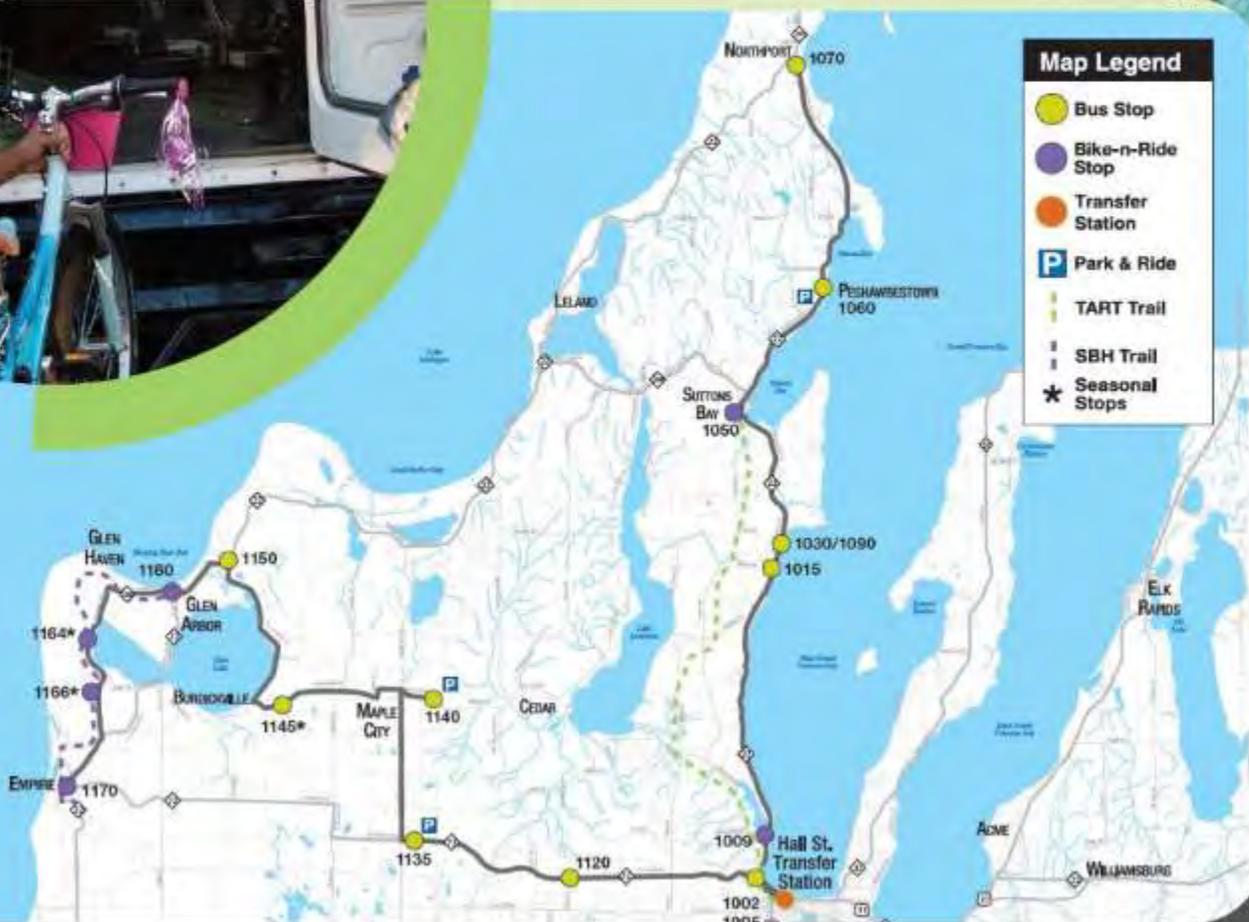


Leelanau **loop**

link

“As owner of Cherry Republic, BATA gets me to my most important stores Traverse City and Glen Arbor, our flagships, in a smooth beautiful ride. I’d recommend it for anyone,” Bob Sutherland, Founder and Owner of Cherry Republic.

bike n ride



Bike-n-Ride runs seven days a week:
May 21–October 23

See bata.net for more details.



- Continues to be one of BATA's most popular seasonal services making it easier for people to enjoy Leelanau County without their car
- **2021 Bike-n-Ride Ridership: 1,226 bikes transported**
- Total Bike-n-Ride ridership to date (2013 – 2021): 14,612



Suttons Bay Community Bus

On-Deck for 2022

Community submitted photos, fun facts, and promotions for communities in BATA's service area, starting with the Village of Suttons Bay!



Promoting communities we serve!



What's in store for 2022?

On-Deck for 2022



TRANSIT MASTER PLAN

mapping out services post-covid for next 5 years with a 10-year vision of community needs



NEW TECHNOLOGY

Improved customer experience with real-time tracking, on-board announcements, improved hardware, reliability and productivity



Leelanau
loop

link

New Operations Center

- The region's first Transit Oriented Development addressing two of the top challenges facing our community: access to transportation and workforce housing
- Project includes BATA's new Operations Center, Flats at Carriage Commons housing development, Habitat for Humanity single family homes, state of the art childcare center, café, green space and walking trails
- Timeline:
 - Spring 2022: Finalize land purchase
 - Summer / Fall 2022: Sitework begins
 - 2023: Groundbreaking and construction starts
 - 2024: Phase 1 project completion





What's in store for 2022?

On-Deck for 2022

MILLAGE RENEWAL

BATA will be asking the voters in 2022 for a renewal of the local property tax operating millage at a lower rate than the 2017 request

	2018	2019	2020	2021	2022*	2023*
Local Property Tax Rate Decline	0.4978	0.4952	0.4908	0.4863	0.4819	0.4775

*Estimates based on Headlee rollback



What's in store for 2022?

On-Deck for 2022



ROBUST HIRING PLAN

Service hours reduced more than 40% due to continued staffing shortage. BATA plans even more robust hiring outreach in 2022 to match increasing demand for services in Leelanau County and the region

Recruiting via:



We are
HIRING





Join Team BATA!



\$1,500 Hiring Bonus



Up to \$24.98 an hour



Exploring the possibility of returning to a BATA bus being parked in the county for easier commute for employees to start their shift



Full Time / Part Time

10

11



88%

Satisfaction with their working relationship with their supervisor

91%

Satisfaction with on the job tools to deliver quality services

2021 Employee Satisfaction Survey



87%

Satisfaction with job training

83%

Satisfaction of BATA's Covid-19 management plan

EXECUTIVE DOCUMENT SUMMARY

Department: Senior Services Contact Person: <u>April Missias</u> Telephone No.: <u>231-256-8121</u>	<b style="text-align: center;">Submittal Dates <input type="checkbox"/> Executive Board: <u>02/08/2021</u> <input type="checkbox"/> Regular Session: _____
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<b style="text-align: center;">Source Selection Method <input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Contribution from AAANM</u>	VENDOR: <u>AAANM</u> Address: <u>1609 Park Dr. Traverse City, MI 49696</u> Phone: <u>(231)947-8920</u>
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Budgeted Amount: _____	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Contribution from AAANM</u>

<input type="checkbox"/>	Request to Waive Board Policy on Bid Requirements Leelanau County Senior Services seeks approval accept a contribution from Area Agency on Aging of Northwest Michigan for MIPPA beneficiary outreach assistance provided to seniors through the Aging and Disability Resource Collaborative of Northwest Michigan, totaling \$600.00.
Suggested Recommendation:	To allow Leelanau County Senior Services to accept a contribution from Area Agency on Aging of Northwest Michigan for providing seniors with MIPPA Beneficiary Outreach Assistance totaling \$600.00 and placed into Leelanau Senior Services' Contributions from other Agency account # 281.000000.677.000.

Department Head Approval: April Missias 1/26/2022 Date: 01/26/2022

EXECUTIVE DOCUMENT SUMMARY

Department: Senior Services Contact Person: <u>April Missias</u> Telephone No.: <u>231-256-8121</u>	Submittal Dates <input type="checkbox"/> Executive Board: <u>03/08/2022</u> <input type="checkbox"/> Regular Session: _____
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Source Selection Method <input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Contribution from AAANM</u>	VENDOR: <u>AAANM</u> Address: <u>1609 Park Dr. Traverse City, MI 49696</u> Phone: <u>(231)947-8920</u>
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Budgeted Amount: _____	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Contribution from AAANM</u>

Request to Waive Board Policy on Bid Requirements

Leelanau County Senior Services seeks approval accept a contribution from Area Agency on Aging of Northwest Michigan for MIPPA beneficiary outreach assistance provided to seniors through the Aging and Disability Resource Collaborative of Northwest Michigan, totaling \$1,000.00.

Suggested Recommendation: To allow Leelanau County Senior Services to accept a contribution from Area Agency on Aging of Northwest Michigan for providing seniors with MIPPA Beneficiary Outreach Assistance totaling \$1,000.00 and placed into Leelanau Senior Services' Contributions from other Agency account # 281.000000.677.000.

Department Head Approval: April Missias Date: 02/23/2022

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Comm. Dev.</u> Contact Person: <u>Trudy Galla</u> Telephone No.: <u>231-256-9812</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 03/08/2022
Source Selection Method	
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Amendment</u> Account Number (Funds to come from): <u>230</u>	VENDOR: _____ Address/ Phone: _____

Budgeted Amount: <u>\$ 20,000.00</u>	Contracted Amount: <u>\$ 12,800.00</u>
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Document Description	
<input checked="" type="checkbox"/> Amendment	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

In 2021, Leelanau County held its first 'mobile tire collection event' and collected 2030 tires. This event was aimed at helping to clean up large piles of tires in the county. Last year's event cleaned up tires at 2 large properties, and helped reduce the amount of tires at a 3rd property. While the state has procedures and penalties for any properties that have more than 500 tires on site and are not authorized to collect tires, Director Galla has had discussions with state reps who have stated the piles in our areas are small, compared to other piles in the state they are focused on cleaning up. The likelihood of follow-up on these property owners is small.

In order to provide an incentive to property owners to clean up these large piles of tires, the county held a mobile collection last year. Property owners had to pay \$1.00/tire plus supply labor to assist with hauling and loading the semis for the contractor. The contractor provides a driver and a technician. The 3rd property noted above will be the target for the 2022 collection. If the collection is held on a Friday, prior to a HHW/Electronics collection, the county will receive a \$500 reduction for each trailer (as noted in the attached amendment).

Funds for this collection will be the \$1.00/tire paid by the property owner, 2% funds for tire collection, and the balance (if any) paid out of Fund 230.

Suggested Recommendation: Motion to recommend that the Board of Commissioners approve Amendment No. 1 to the Agreement for mobile collection of tires with ERG Environmental Services, with a cost not to exceed \$12,800.

Department Head Approval: Trudy J. Galla Date: 03/01/2022

AMENDMENT NO. 1

THIS AMENDMENT NO. 1, made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and **ERG ENVIRONMENTAL SERVICES**, whose business address is 13040 Merriman, Suite 200, Livonia, Michigan 48140 (hereinafter referred to as the “Contractor”), amends the Agreement (hereinafter referred to as the “Agreement”) entered into on May 18, 2021.

1. Section I. Services to be Performed by the Contractor, pages 1-2, of the above-stated Agreement shall be amended to read as follows:

“I. SERVICES TO BE PERFORMED BY THE CONTRACTOR. The Contractor shall provide mobile collection of tires, including transport, process, and recycle of scrap tires from 10644 E. Pobuda Rd., Suttons Bay, Michigan on Friday, May 20, 2022.

As part of the Mobile Tire Collection, the Contractor shall provide two (2) tractor trailer crews including a driver and a technician. The property owners will transport the tires from their stored location to the main road identified above.

The County will obtain the necessary commitment, as defined by the County, from the participating property owner prior to May 1, 2022. If the County does not receive a commitment from the participating property owner by May 1, 2022, the County may terminate this Agreement without cost to the County by providing the Contractor with written notice of termination of the Agreement under Section I.

The County may not reschedule the mobile tire collection without the prior written consent of the Contractor. The Contractor’s consent will not be unreasonably withheld.

The primary interface between the Contractor and the County shall be through the Leelanau County Planning and Community Development Department (hereinafter referred to as the “Department”). The Department shall be responsible for coordination of the mobile tire collection. The Contractor guarantees its performance of the Services required under this Agreement, and shall submit to the personal inspection of such Services by the Department and by such other representative or agent as may be designated by the County.”

2. Section II. Compensation, pages 2-3, of the above-stated Agreement shall be amended to read as follows:

“II. COMPENSATION. It is expressly understood and agreed that the total compensation to be paid to the Contractor for scrap tire collection, processing and recycling, administrative costs, and transportation, including labor, during the mobile tire collection shall not exceed the sum of TWELVE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$12,800).

The compensation authorized above shall be billed and paid as follows:

- A. The County shall pay the Contractor FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) for each tractor trailer crew plus tire transportation. This fee includes all mobile related expenses, equipment, PPE, and two (2) collection personnel (the driver and technician). The County may order up to two (2) tractor trailer crews pursuant to this Agreement.
- B. The County shall reimburse the Contractor for actual tire disposal at the rate of TWO AND NO/DOLLARS (\$2.00) per tire, not to exceed a total of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00).
- C. If the Program falls on a Friday immediately preceding a County-sponsored household hazardous waste and electronics collection, the Contractor shall credit the County FIVE HUNDRED AND NO/DOLLAR (\$500.00) per trailer utilized to haul away scrap tires and PTE.
- D. The County shall pay an administrative fee in the amount of 20% of the total T&D costs, not to exceed EIGHT HUNDRED AND NO/DOLLARS (\$800.00).
- E. The Contractor shall submit an invoice to the County after the mobile collection is completed. The invoice, at a minimum, shall list the number of tractor trailer crews utilized, the number of tires collected and the total sum due for the mobile collection.
- F. The Contractor is also responsible for submitting invoices and appropriate supporting documentation to the County reflecting all labor expenses incurred in the execution of this Agreement as well as costs attributed to the disposal of scrap tires and PTE at the designated scrap tire processor.
- G. The County shall process and pay the Contractor the sum correctly billed to it in accordance with the County's procedure for payment of Accounts Payable within thirty calendar days after the County has received all of the following:
 - 1. The bills stating the Services have been completed, including supporting documentation from the processor establishing that the tires were received by the processor for recycling, on or before the date of invoicing and total sum due.
 - 2. Verification of said completion from the Inspector(s) (defined below) designated by the County pursuant to Section III of this Agreement.

3. Before payment of the bill, the County may require that it be provided with proof that the Contractor has paid its employees and any suppliers and/or subcontractors providing materials or performing services under this Agreement.

Completion of the work being billed shall be to the satisfaction of the County's Inspector(s). The Inspector(s) shall conduct an inspection before payment of any bill submitted pursuant to this Section within five (5) business days of the County's receipt of a bill."

3. Section XVIII. Agreement Period, page 8, of the above-stated Agreement shall be amended to read as follows:

XVII. AGREEMENT PERIOD. This Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both parties (hereinafter referred to as the "Effective Date"). All Services for the mobile tire collection shall be completed by no later than thirty (30) calendar days following the Program (hereinafter referred to as the "Completion Date").

It is also understood and agreed by the parties hereto that all obligations of the Contractor set forth in this Agreement which extend to beyond the Completion Date of the work shall survive said completion and remain in full force and effect for the time set for the performance of said obligations.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon five (5) calendar days' prior written notice to the Contractor. In the event this Agreement is prematurely terminated without cause (i.e., for reasons other than the Contractor's breach of the terms of this Agreement) as set forth herein, the Contractor shall be compensated for services completed as of the effective date of termination in accordance with Section II of this Agreement."

4. Section XX. Extension of Agreement Period, page 8, of the above-stated Agreement shall be added to read as follows:

XX. EXTENSION OF AGREEMENT PERIOD. This Agreement may be extended for up to two (2) additional one (1) year terms by mutual written agreement by the parties. These options shall be exercised by written notice to the County, given not less than sixty (60) calendar days prior to the expiration of the original term, stating the desire to have the Agreement's terms extended. If the Agreement is extended, all terms and conditions set forth in this Agreement shall remain in full force and effect."

5. All other terms and conditions contained in the above-stated Agreement shall remain in full force and effect except as modified herein. This Amendment No. 1 shall become effective on the date in which it is fully signed by the authorized representatives of both parties.

6. The persons signing this Amendment No 1. on behalf of the parties to the above-stated Agreement certify by their signatures that they are duly authorized to sign this Amendment No. 1 to the Agreement on behalf of the parties and that this Amendment No. 1 has been authorized by the parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR SCRAP TIRE RECYCLING SERVICES.

COUNTY OF LEELANAU

ERG ENVIRONMENTAL SERVICES

By: _____
William J. Bunek, Chairman
County Board of Commissioners

By: _____
(Signature)

Name: _____
(Print or Type)

Date: _____

Title: _____
(Print or Type)

Date: _____

APPROVED AS TO FORM FOR COUNTY OF LEELANAU
COHL, STOKER & TOSKEY, P.C.
By: COURTNEY A. GABBARA
On: February 25, 2022

N:\Client\Leelanau\Agreements\ERG Environmental Svcs\Amd No. 1 to Mobile Service Agreement with ERG Services 2022.docx
Leelanau Co. #21-018

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Comm. Dev.</u> Contact Person: <u>Trudy Galla</u> Telephone No.: <u>231-256-9812</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 03/08/2022
Source Selection Method	VENDOR: <u>ERG Environmental Services</u> Address/ <u>13040 Merriman Suite 200</u> <u>Livonia MI 48140</u> Phone: _____
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Amendment</u> Account Number (Funds to come from): <u>230</u>	

Budgeted Amount: _____	\$10,000.00	Contracted Amount: _____	\$ 10,000.00
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Document Description	
<input checked="" type="checkbox"/> Amendment	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

ERG Environmental Services has been under contract with the county for several years, for tire collection events. The attached document is an Amendment to the current contract, to provide for a 1 day event on Friday, June 24 at Glen Lake school for tire collection. The total cost for the event will not exceed \$10,000 and is set up to be paid consistent with the terms of the state's scrap tire collection grants. Leelanau County has not yet received word if they will receive a 2022 scrap tire collection grant. If the county does, it will help offset the cost of the collection event.

The terms of this amendment (attached) are similar to the terms for prior tire collections. The amendment was prepared by Corporate Counsel and the Solid Waste Council met on March 1 and recommended the County Board approve the amendment.

Funds for the event to come from Funds 230, \$1.00/tire cost for participants, and grant funds if awarded to the county.

Suggested Recommendation: Motion to recommend that the Board of Commissioners approve Amendment No. 1 to the contract between Leelanau County and ERG Environmental Services for a 1 day scrap tire collection event for residents, with a cost not to exceed \$10,000.

Department Head Approval: Trudy J. Galla Date: 03/01/2022

AMENDMENT NO. 1

THIS AMENDMENT NO. 1, made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and **ERG ENVIRONMENTAL SERVICES**, whose business address is 13040 Merriman, Suite 200, Livonia, Michigan 48140 (hereinafter referred to as the “Contractor”), amends the Agreement (hereinafter referred to as the “Agreement”) entered into on May 18, 2019.

1. Section I. Services to be Performed by the Contractor, pages 1-2, of the above-stated Agreement shall be amended to read as follows:

“I. SERVICES TO BE PERFORMED BY THE CONTRACTOR. The Contractor shall collect, load, transport, process, and recycle scrap tires collected and stockpiled by County residents consistent with the specifications set forth in the Scope of Work, pages 10 and 11 of the County’s Request for Proposals (RFP-LCAO-2019-004) (hereinafter referred to as a “RFP”). A copy of said RFP is attached to this Agreement labeled Attachment A. The attached Attachment A is incorporated by reference into this Agreement and is made a part thereof.

The Contractor shall provide all equipment, materials, machinery, vehicles, and labor necessary to process and transport the scrap tires generated from the one-day scrap tire collection to be held on Friday, June 24, 2022 at Glen Lake Community Schools located at 3375 W. Burdickville Road, Maple City, Michigan 49664 (hereinafter referred to as the “Collection Site”). The County may not reschedule the Program without the prior written consent of the Contractor. The Contractor’s consent will not be unreasonably withheld.

The primary interface between the Contractor and the County shall be through the Leelanau County Planning and Community Development Department. The Leelanau County Planning and Community Development Department shall be responsible for the coordination of the Contractor’s work at the Collection Site. The Contractor guarantees its performance of the Services required under this Agreement, and shall submit to the personal inspection of such Services by the Department and by such other representative or agent as may be designated by the County.”

2. Section II. Compensation, pages 2-3, of the above-stated Agreement shall be amended to read as follows:

“II. COMPENSATION. It is expressly understood and agreed that the total compensation to be paid to the Contractor for scrap tire collection and transportation, including labor, shall not exceed the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00).

The compensation authorized above shall be billed and paid as follows:

- A. The County shall pay the Contractor ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) for a trailer with five hundred (500) or less scrap tires or PTE collected at the Collection Site. For every scrap tire or PTE collected in excess of the first five hundred (500) scrap tires or PTE, the County shall pay the Contractor an additional TWO AND NO/100 DOLLARS (\$2.00). For one (1) full trailer with one thousand (1,000) scrap tires or PTE, the County shall pay the Contractor an amount not to exceed FOUR THOUSAND ONE HUNDRED FIFTY AND NO/DOLLARS (\$4,150.00). In the event that the Contractor has more than one (1) trailer at the Collection Site, only one (1) trailer may be filled at a time. The Contractor must completely fill the first trailer before loading any tires onto the second trailer. If the County requires two (2) trailers, the County agrees to pay the Contractor an amount not to exceed FIVE THOUSAND EIGHT HUNDRED FIFTY AND NO/DOLLARS (\$5,850.00). Empty trailers are not eligible for reimbursement under this Agreement.
- B. The County shall pay an administrative fee in the amount of 20% of the total T&D costs, not to exceed EIGHT HUNDRED AND NO/DOLLARS (\$800.00).
- C. The County shall reimburse the Contractor for actual scrap tire and PTE transportation costs not to exceed ONE AND NO/DOLLARS (\$1.00) per mile if the Collection Site is over one hundred (100) miles from the processor's location. The first one hundred (100) miles of transportation shall not be reimbursed but are considered covered under the trailer reimbursement rate.
- C. After the collection, the Contractor shall submit an invoice to the County. The invoice, at a minimum, shall list the categories of items collected, the number of units of each item collected, the total price of the units of each item collected, and the total sum due for the collection being billed.
- D. The Contractor is also responsible for submitting invoices and appropriate supporting documentation to the County reflecting all labor expenses incurred in the execution of this Agreement as well as costs attributed to the disposal of scrap tires and PTE at the designated scrap tire processor.
- E. The County shall process and pay the Contractor the sum correctly billed to it in accordance with the County's procedure for payment of Accounts Payable within thirty (30) calendar days after the County has received all of the following:
 - 1. The bills stating the Services have been completed on or before the date of invoicing and total sum due.

2. Verification of said completion from the Inspector(s) (defined below) designated by the County pursuant to Section III of this Agreement.
3. Before payment of the bill, the County may require that it be provided with proof that the Contractor has paid its employees and any suppliers and/or subcontractors providing materials or performing services under this Agreement.

Completion of the work being billed shall be to the satisfaction of the County's Inspector(s). The Inspector(s) shall conduct an inspection before payment of any bill submitted pursuant to this Section within five (5) business days of the County's receipt of a bill."

3. Section XVIII. Agreement Period, page 8, of the above-stated Agreement shall be amended to read as follows:

"XVIII. AGREEMENT PERIOD. This Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both parties (hereinafter referred to as the "Effective Date"). All Services for the Program including all items on the final punch list shall be completed by no later than thirty (30) calendar days following the Program (hereinafter referred to as the "Completion Date").

It is also understood and agreed by the parties hereto that all obligations of the Contractor set forth in this Agreement which extend to beyond the Completion Date of the work shall survive said completion and remain in full force and effect for the time set for the performance of said obligations.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon five (5) calendar days' prior written notice to the Contractor. In the event this Agreement is prematurely terminated without cause (i.e., for reasons other than the Contractor's breach of the terms of this Agreement) as set forth herein, the Contractor shall be compensated for services completed as of the effective date of termination in accordance with Section II of this Agreement."

4. Section XXII. Extension of Agreement Period, page 9, of the above-stated Agreement shall be added to read as follows:

"XXII. EXTENSION OF AGREEMENT PERIOD. This Agreement may be extended for up to two (2) additional one (1) year terms by mutual written agreement by the parties. These options shall be exercised by written notice to the County, given not less than sixty (60) calendar days prior to the expiration of the original term, stating the desire to have the Agreement's terms extended. If the Agreement is extended, all terms and conditions set forth in this Agreement shall remain in full force and effect."

5. All other terms and conditions contained in the above-stated Agreement shall remain in full force and effect except as modified herein. This Amendment No. 1 shall become effective on the date in which it is fully signed by the authorized representatives of both parties.

6. The persons signing this Amendment No. 1. on behalf of the parties to the above-stated Agreement certify by their signatures that they are duly authorized to sign this Amendment No. 1 to the Agreement on behalf of the parties and that this Amendment No. 1 has been authorized by the parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR SCRAP TIRE RECYCLING SERVICES.

COUNTY OF LEELANAU

ERG ENVIRONMENTAL SERVICES

By: _____
William J. Bunek, Chairman
County Board of Commissioners

By: _____
(Signature)

Name: _____
(Print or Type)

Date: _____

Title: _____
(Print or Type)

Date: _____

APPROVED AS TO FORM FOR COUNTY OF LEELANAU
COHL, STOKER & TOSKEY, P.C.
By: COURTNEY A. GABBARA
On: February 25, 2022

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Comm. Dev.</u> Contact Person: <u>Trudy Galla, Planning Director</u> Telephone No.: <u>231-256-9812</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 03/08/2022
Source Selection Method	VENDOR: <u>ERG Environmental Services</u> Address/ <u>13040 Merriman, Suite 200</u> <u>Livonia MI 48150</u> Phone: _____
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Amendment</u> Account Number (Funds to come from): <u>230</u>	

Budgeted Amount: <u>\$ 90,000.00</u>	Contracted Amount: _____
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Document Description	
<input checked="" type="checkbox"/> Amendment	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

ERG Environmental Services has been under contract with the county for several years, to provide Household Hazardous Waste (HHW) collection events. The costs the county pays for HHW items comes from a response several years ago to a Request for Proposals (RFP). As a result of the RFP, Leelanau County entered into a contract with ERG, and it has been extended a couple times. This past year, ERG contacted Director Galla to talk about the difficulties they were having with supplies and cost, as a result of the pandemic, shipping, and availability of supplies. Galla reviewed this with Corporate Counsel and the Solid Waste Council and discussed the options: 1) do nothing and perhaps have ERG cancel out of the contract, which would then require the county to bid out for services; or 2) be proactive and discuss possible changes to existing costs within the scope of the current contract. The SWC agreed with #2 and directed staff to review ERG's request for some increases and negotiate. After review and negotiating costs, an Amendment was drafted by Corporate Counsel. At its March 1 meeting, the Solid Waste Council recommended the County Board approve the Amendment with new costs (see attached). Costs were increased from .80 cents to \$1.00/lb. for most items, with latex paint going from .20 cents to .30 cents/lb., Clean Sweep going from .80 cents to \$1.20/lb. and mercury devices going from .80 cents to \$30.00/lb. (Mercury volumes are small - we typically collect 5 lbs. or less at a collection. This increased cost is due to new regulations for the contractor regarding handling and disposal.)

- The new costs would apply until the end of 2023, at which time the contract with ERG ends and the county would have to bid out for services.
- Grand Traverse County recently bid out services and ERG was the only bidder. ERG supplied a copy of its bid to Director Galla for reference.
- ERG has removed the mobilization fee. They would provide 7 personnel/event, at no cost.
- Based on the October 2021 collection, these new costs will be an increase but the budget can absorb the costs. There is \$90,000 budgeted for 2022 for the collections. The Director recommends we keep the 4 scheduled collections for 2022, and then evaluate the collections for 2023 to determine if fewer collections should be held in order to reduce overall costs. Another option is to reduce participants/event.

Suggested Recommendation: Move to recommend that the Board of Commissioners approve Amendment #1 to the Agreement for Household Hazardous Waste Services with ERG Environmental Services.

Department Head Approval: Trudy J. Galla Date: 03/01/2022

**AMENDMENT NO. 1 TO
AGREEMENT FOR
HOUSEHOLD HAZARDOUS WASTE SERVICES**

THIS AMENDMENT NO. 1, made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and **ERG ENVIRONMENTAL SERVICES** (hereinafter referred to as the "Contractor"), amends the Agreement for Household Hazardous Waste Services entered into on February 20, 2018 ("Agreement") as follows:

1. Appendix A to the Agreement is hereby amended to reflect the following:

ITEM DESCRIPTION	WASTE MGT. METHOD*	PRICE PER POUND
HHW Mobilization Fee	Includes 7 Personnel	NO CHARGE
Aerosols Disposal	FB	\$ 1.00
Automotive Fluids Recycling	RC	\$ 1.00
Solvents / Flammable / Oil-based Paint Disposal	FB	\$ 0.80
Clean Sweep Pesticides	ST / DI	\$ 1.20
Reactive / Oxidizers Disposal	ST / DI	\$ 1.50
Corrosives Disposal	ST	\$ 1.00
Misc. Cleaners and Toxics Disposal	ST	\$ 1.00
Mercury (liquid and devices) Recycling	RC	\$ 30.00
Batteries (mixed household) Recycling	RC	\$ 1.00
Fluorescent Lamps Recycling	RC	\$ 1.00
PCB Ballast Recycling	RC	\$ 1.00
Fire Extinguishers / Propane Recycling	RC	\$ 1.00
Smoke Detectors Disposal	RC / LF	\$ 1.00
Non-DEA Pharmaceuticals / OTC Medications	ST / DI	\$ 1.00
Latex Paint Recycling	RC / ST	\$ 0.30

NOTES	The County is to provide dumpster space for miscellaneous garbage disposal and access to on-site hygiene facilities.
	A 2,500 lbs. event minimum will apply.
ASSUMPTIONS	This base proposal includes seven (7) ERG chemists to provide containers, label, package, load and ship the waste received from residents of the County along with two (2) each permitted hazardous waste vehicle for transportation for a six (6) hour collection event at no charge to the County.
WASTE MANAGEMENT	RC – Recycle <input type="checkbox"/> FI – Fuel Blending / Incineration ST – Stabilization <input type="checkbox"/> DI – Destructive / Incineration <input type="checkbox"/> LF – Landfill

TYPICAL UNACCEPTABLE MATERIALS	Weapons, explosives, construction materials/debris, appliances, radioactive materials (other than smoke detectors), shock-sensitive materials, standard household trash, tires, yard waste and compressed gas cylinders.
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In the event a conflict arises between Appendix A attached to the Agreement and Appendix A incorporated hereto, this Appendix A incorporated hereto by and through this Amendment No. 1 shall take precedence.

2. All other terms and conditions contained in the above-stated Agreement shall remain in full force and effect except as modified herein. This Amendment No. 1 shall become effective upon signing of the parties.

3. The people signing this Amendment No. 1 on behalf of the parties to the above-stated Agreement certify by their signatures that they are duly authorized to sign this Amendment No. 1 to the Agreement on behalf of said parties and that this Amendment No. 1 has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED AND ENTERED INTO THIS AMENDMENT NO. 1 ON THE DATES IN THE SPACES PROVIDED BELOW.

COUNTY OF LEELANAU

By: _____
 William J. Bunek, Chairman
 County Board of Commissioners

Date: _____

ERG ENVIRONMENTAL SERVICES

By: _____
 (Signature)

Name: _____
 (Print or Type)

Title: _____
 (Print or Type)

Date: _____

<p>APPROVED AS TO FORM FOR COUNTY OF LEELANAU: COHL, STOKER & TOSKEY, P.C. By: COURTNEY A. GABBARA On: February 7, 2022</p>

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Comm. Dev.</u> Contact Person: <u>Trudy Galla</u> Telephone No.: <u>231-256-9812</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 03/08/2022
Source Selection Method	VENDOR: <u>COMPRENEW</u>
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Amendment</u> Account Number (Funds to come from): <u>230</u>	Address/ <u>629 Ionia Ave SW</u> <u>Grand Rapids MI 49503</u> Phone: _____

Budgeted Amount: <u>\$ 27,000.00</u>	Contracted Amount: _____
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Document Description	
<input checked="" type="checkbox"/> Amendment	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

COMPRENEW has been under contract with the county for several years, for Electronics & Document Shredding collections. The costs the county pays for these services comes from a Request for Proposals a few years ago. Leelanau County contracted with Comprenew, and has extended the contract a few times.

This past year, Comprenew spoke with Director Galla about the difficulties they were facing due to the pandemic and increasing costs and asked for consideration of some changes to the contract. Galla reviewed this with Corporate counsel and the Solid Waste Council and discussed the options: 1) do nothing and Comprenew could decide to cancel the contract, which would require the county to bid out for services, or 2) be proactive and discuss possible changes to the current contract. After review and negotiation, an Amendment was drafted by Corporate Counsel.

At its March 1 meeting, the Solid Waste Council recommended the County Board approve the Amendment with new costs (see attached). Increases are: miscellaneous electronics from \$0 to .20/lb, onsite fee/labor from \$1,038.87 to \$1,750, shredding from .12/lb to .32/lb and flat screen monitors and TVs from \$0 to .07/lb. Overall there will be some increase to the electronics/shredding event but the budget can absorb it. The costs will apply until the end of 2023, at which time the contract with Comprenew ends and the county would have to bid out for services. The Director recommends we keep the 4 scheduled collections for 2022, and then evaluate collections for 2023 to determine if fewer collections should be held to reduce overall costs. Another option is to reduce participants/event.

Suggested Recommendation: Motion to recommend that the Board of Commissioners approve Amendment No. 2 to the Agreement for Electronics Collection Services.

Department Head Approval: Trudy J. Galla Date: 03/01/2022

**AMENDMENT NO. 2 TO
AGREEMENT FOR
ELECTRONICS COLLECTION SERVICES**

THIS AMENDMENT NO. 2 (“Amendment”), made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and **COMPREENEW**, a Michigan non-profit corporation, (hereinafter referred to as the "Contractor"), amends the Agreement for Electronics Collection Services entered into on February 20, 2018 (“Agreement”) as follows:

1. Appendix A to the Agreement is hereby amended to reflect the following:
 - a. Miscellaneous electronics at \$0.20 per pound; and
 - b. Onsite fee/labor at a total of \$1,750.00; and
 - c. Shredding at \$0.32 per pound; and
 - d. Flat screen monitors and televisions at \$0.07 per pound.

2. All other terms and conditions contained in the above-stated Agreement shall remain in full force and effect except as modified herein and by Amendment No. 1. This Amendment No. 2 shall become effective upon signing of the parties.

3. The people signing this Amendment No. 2 on behalf of the parties to the above-stated Agreement certify by their signatures that they are duly authorized to sign this Amendment No. 2 to the Agreement on behalf of said parties and that this Amendment No. 2 has been authorized by said parties.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO
HAVE FULLY SIGNED AND ENTERED INTO THIS AMENDMENT NO. 2 ON THE
DATES IN THE SPACES PROVIDED BELOW.**

COUNTY OF LEELANAU

COMPREENEW

By: _____
William J. Bunek, Chairman
County Board of Commissioners

By: _____
(Signature)
Name: _____
(Print or Type)
Title: _____
(Print or Type)
Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:	
COHL, STOKER & TOSKEY, P.C.	
By:	COURTNEY A. GABBARA
On:	February 3, 2022

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Comm. Dev.</u> Contact Person: <u>Trudy Galla</u> Telephone No.: <u>231-256-9812</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 03/08/2022
Source Selection Method	
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Sole Source Contract</u> Account Number (Funds to come from): <u>230</u>	VENDOR: _____ Address/ Phone: _____

Budgeted Amount: <u>\$ 6,000.00</u>	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Sole Source Contract</u>

Request to Waive Board Policy on Bid Requirements

Leelanau County was awarded \$6,000 from the Grand Traverse Band of Ottawa & Chippewa Indians for mattress recycling. The sole source provider of mattress recycling in this region is Bay Area Recycling for Charities (BARC). Director Galla has checked with other counties in the region and verified this, and also obtained some information on the mattress recycling they have done in their communities.

At its March 1 meeting, the Solid Waste Council recommended the Board approve a request to have Director Galla work with BARC on a sole source contract for mattress recycling, and waive the board policy on bid requirements. The 2% funds received from the GTB will be used for mattress recycling. (Note: Andy Gale, BARC, is a member of the Solid Waste Council and he abstained from the recommendation at the March 1 meeting).

If the Board is in support of this action, Director Galla will meet with BARC to discuss details and cost for mattress recycling. A draft contract will then be drawn up by Corporate Counsel, presented to the Solid Waste Council for consideration, and then brought to the County Board for consideration and action.

This would be the first time Leelanau County has offered mattress recycling to its residents. A small fee may also be charged, to help offset the collection costs and stretch the funds.

Suggested Recommendation: Motion to recommend that the Board of Commissioners direct Planning Director Galla pursue a Sole Source Contract with Bay Area Recycling for Charities (BARC) for mattress recycling, and provide a contract for such services to the County Board for consideration.

Department Head Approval: Trudy J. Galla Date: 03/01/2022

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Leland Dam Authority</u> Contact Person: <u>Steve Christensen</u> Telephone No.: <u>231-256-8263</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 03/08/2022
Source Selection Method <input checked="" type="checkbox"/> Quotation <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>#805.000.000.801.000</u>	VENDOR: <u>Spicer Group</u> Address/ <u>Manistee and St. Johns, Michigan</u> Phone: <u>989-928-8027</u>

Budgeted Amount: <u>\$ 12,000.00</u>	Contracted Amount: <u>\$ 2,000.00</u>
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Document Description	
<input checked="" type="checkbox"/> Professional Service	<input type="checkbox"/> Other _____

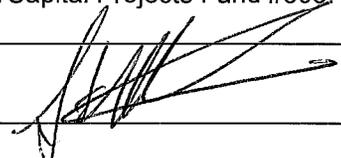
Request to Waive Board Policy on Bid Requirements

The Leland Dam Authority met on February 16 to review a few different requests for service; this is the first of two requests.

As part of the Dam Safety Act, Part 307 and 315 of Act 451 of 1994, Michigan dams are subject to inspection every three to five years, and because the Leland Dam is rated high risk, an inspection needs to be conducted every three years (see attached).

The Spicer Group is well known and respected in the industry. Because of their familiarity with the dam, and doing the most recent repairs to the dam, they have proposed to do the inspection and have quoted it at a cost not to exceed \$2,000.00 (see attached quote).

Suggested Recommendation: I move to recommend that the Leelanau County Board of Commissioners waive its requirement on bids and approve entering into an agreement with the Spicer Group to conduct a triennial inspection of the Leland Dam, at a cost not to exceed \$2,000.00; pending counsel review and approval. Funds to come from Special Assessment/Capital Projects Fund #805.

Department Head Approval:  Date: 02/24/2022

2022 ADOPTED BUDGET

Fund 805 Special Assmt Cap. Proj Fund

County of Leelanau

Period Ending Date: September 30, 2021

Department

Account Number	2019 Audited	2020 Audited	2021 Year-to-date	2021 Adopted Budget	2021 Amended Budget	2022 Proposed Budget	BOC Changes & Dept. Requests	Adopted Budget
Account Name								
Fund 805 Special Assmt Cap. Proj Fund								
Fiscal Year 2021								
Revenues								
000000-401.000								
Fund Balance Forward	0.00	0.00	0.00	20,000.00	20,000.00	20,000.00	0.00	0.00
000000-699.101								
Transfer In - General Fund	75,000.00	8,100.00	29,100.00	29,100.00	29,100.00	29,100.00	11,000.00	29,000.00
Revenues Total	75,000.00	8,100.00	29,100.00	49,100.00	49,100.00	49,100.00	11,000.00	29,000.00
Expenses								
000000-727.000								
Office/Operating Supplies	1,095.33	1,318.00	795.32	100.00	100.00	100.00	650.00	1,000.00
000000-728.000								
Postage	6.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00
000000-775.000								
Repair and Maintenance	1,547.11	2,092.44	3,273.73	600.00	600.00	600.00	2,600.00	4,950.00
000000-801.000								
Contractual Services	9,743.72	4,883.38	5,100.00	12,000.00	12,000.00	12,000.00	2,000.00	7,000.00
000000-850.000								
Telephone	2,648.96	2,722.64	2,034.51	2,500.00	2,500.00	2,500.00	2,800.00	3,000.00
000000-920.000								
Utilities (Light-Oil)	3,330.25	2,498.89	3,044.34	2,900.00	2,900.00	2,900.00	2,900.00	3,000.00
000000-942.000								
Copy Machine Charges (Rental)	43.52	119.04	8.72	0.00	0.00	0.00	50.00	50.00
000000-970.000								
Capital Outlay	10,310.32	22,301.03	29,936.96	31,000.00	31,000.00	31,000.00	0.00	10,000.00
Expenses Total	28,725.25	35,935.42	44,193.58	49,100.00	49,100.00	49,100.00	11,000.00	29,000.00
	46,274.75	-27,835.42	-15,093.58	0.00	0.00	0.00	0.00	0.00
Revenues Total	75,000.00	8,100.00	29,100.00	49,100.00	49,100.00	49,100.00	11,000.00	29,000.00
Expenses Fund Total	28,725.25	35,935.42	44,193.58	49,100.00	49,100.00	49,100.00	11,000.00	29,000.00
Net (Rev/Exp)	46,274.75	-27,835.42	-15,093.58	0.00	0.00	0.00	0.00	0.00

Grand Total for Revenues	33,886,393.73	33,943,533.55	9,448,008.01	11,725,596.00	12,558,843.41	12,504,439.00	12,087,189.00	12,216,685.00
Grand Total for Expenses	35,187,989.89	34,231,812.91	8,830,882.51	11,725,596.00	12,558,843.41	12,504,439.00	12,087,189.00	12,216,685.00
Grand Total Net Rev/Exp	-1,301,596.16	-288,279.36	617,125.50	0.00	0.00	0.00	0.00	0.00

Parameters:

February 7, 2022

Steve Christensen
Leelanau County Drain Commissioner
8527 E. Government Center Dr.
Suite 205
Suttons Bay, MI 49682

RE: Leland Dam, Dam ID No. 510
Leelanau County, MI

Steve,

At your request, we propose to furnish Professional Engineering Services regarding the inspection of the Leland Dam. This dam will be inspected, and a report prepared in accordance with the Dam Safety Act, Part 307/315 of Act 451 of 1994 and the Administrative Rules for the Dam Safety Act, effective July 24, 1993. Previous inspection reports will be utilized in completing the report.

Our scope of work, estimated fee, and anticipated schedule for the dam inspection is outlined below:

Scope of Work

1. Obtain relevant information from you, or previous owners and operators of the dam. Information compiled during the previous dam inspection will be utilized.
2. Obtain hydrologic information and dam inventory sheets from the MDEQ and/or our current FEMA map modernization analysis.
3. Review previous dam inspection reports, dam inventory sheets, and drawings.
4. Perform a visual inspection of the dam. Photographs will be taken and a field inspection report will be completed.
5. Utilize existing drawings of the dam from previous designs and previous inspection repairs. No new drawings of the dam are proposed.
6. Review previous hydrologic and hydraulic calculations.
7. Prepare a dam inspection report as outlined in the Administrative Rules for the Dam Safety Act, Part 315 of Act 451 of 1994, as amended. This report will include:
 - a.) Title Sheet
 - b.) Conclusions and Recommendation Section.
 - c.) Project Information Section
 - d.) Field Inspection Section.
 - e.) Structural Stability Section.
 - f.) Hydrologic and Hydraulic Section.
 - g.) Operation and Maintenance
 - h.) Appendices with photographs, drawings, Previous Inspection Report, etc.

8. Submit a preliminary copy of the report to you for review.
9. Prepare final dam inspection report based on your review and submit to EGLE Dam Safety Unit
10. Provide you with one final signed and sealed copy of the dam inspection report.

Fees

Our fee for the completion of the dam inspection and dam inspection report is a lump sum in the amount of \$2,000.

Schedule

We will contact you prior to our inspection. We plan to complete the inspections by the end of summer or fall of 2022. Ideally, we would want to complete the inspection under low water and flow conditions. and complete and submit the inspection reports by end of fall 2022.

We deeply appreciate your confidence in Spicer Group, and we are looking forward to working with you and for you on this project. We are prepared to begin the project immediately upon your review and approval of this proposal.

Sincerely,



Shawn P. Middleton, P.E., CFM
Principal

SPICER GROUP, INC
302 River Street
Manistee, MI 49660
Cell: (989) 928-8027
E-mail: shawnm@spicergroup.com



Charles R. Smith, P.E., CFM
Project Manager

SPICER GROUP, INC
1400 Zeeb Drive
St. Johns, MI 48879
Cell: (586) 383-8244
E-mail: charless@spicergroup.com

Above proposal accepted and approved
by Owner.

LEELANAU COUNTY

By: _____
Authorized Signature

Date: _____

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or caused of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

2.7 Delivery and Use of Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

2.8 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

SECTION 3

3.1 Design Without Construction Administration. Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

3.2 Record Drawings. If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

3.3 Contingency Fund. The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a minimum reserve in the amount of not less than 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

3.4 Permits and Approvals. The PROFESSIONAL shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the PROFESSIONAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the PROFESSIONAL and included in the scope of Services of this Agreement.

3.5 Jobsite Safety. Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The PROFESSIONAL and its personnel have no authority to exercise

any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL, and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

3.6 Construction Observation. The PROFESSIONAL shall visit the site, if authorized, at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work, but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner.

3.8 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

3.9 Construction Layout. If requested by the Owner, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL. The cost for resetting the stakes be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL if Owner elects to do so, the Owner may look to the Contractor to pay the additional expense for restaking.

3.10 Right of Entry. OWNER shall provide for PROFESSIONAL's right to enter from time to time property owned by OWNER and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

3.11 Buried Utilities. OWNER will furnish to PROFESSIONAL information identifying the type and location of utility lines and other man-made objects beneath the site's surface. PROFESSIONAL will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface furnish to OWNER a plan indicating the locations intended for these penetrations with respect to what PROFESSIONAL has been told are the locations of utilities and other man-made objects beneath the site's surface. OWNER will approve the location of these penetrations prior to their being made and OWNER will authorize PROFESSIONAL to proceed.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Leland Dam Authority</u> Contact Person: <u>Steve Christensen</u> Telephone No.: <u>231-256-8263</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 03/08/2022
Source Selection Method <input checked="" type="checkbox"/> Quotation <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>#805.000.000.801.000</u>	VENDOR: <u>Spicer Group</u> Address/ <u>Manistee and St. Johns, Michigan</u> Phone: <u>989-928-8027</u>

Budgeted Amount: <u>\$ 12,000.00</u>	Contracted Amount: <u>\$ 2,000.00</u>
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Document Description	
<input checked="" type="checkbox"/> Professional Service	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

The Leland Dam Authority met on February 16 to review a few different requests for service; this is the second of two requests.

The County's Risk Management firm, MMRMA (Michigan Municipal Risk Management Authority), had previously requested the County Board engage the services of a suitable firm to perform an appraisal of the Leland Dam, which the Authority was tasked with.

The Authority subsequently sought a quotation from the Spicer Group (see attached quote).

Suggested Recommendation: I move to recommend that the Leelanau County Board of Commissioners approve an agreement with the Spicer Group , Inc., for an appraisal of the Leland Dam, at a cost not to exceed \$2,400.00; funds to come from #805.

Department Head Approval:  Date: 03/01/2022

February 7, 2022

Steve Christensen
Leelanau County Drain Commissioner
8527 E. Government Center Dr.
Suite 205
Suttons Bay, MI 49682

RE: Leland Dam
Leelanau County, MI
Dam Value Determination– Probable Estimate of Replacement Construction Cost

Steve,

This document contains Spicer Group's proposal to you for the preparation of an Engineers estimate of probable construction costs to replace the Leland Dam in kind.

Background and Purpose

It is our understanding that Leelanau County as the owner of the Leland Dam is seeking insurance coverage for the structure. As part of this process a value for the dam needs to be determined.

The purpose of our proposal is to assist the Leelanau County Drain Commissioner in making this determination of value. Spicer Group will prepare an estimate of probable full replacement construction costs. This estimate will be determined based on today's estimated construction costs. This estimate of probable replacement construction cost in today's dollars may be enough for the intended purpose.

However, if a depreciated value is needed, we will also determine or estimate the date of construction of the current dam and its components, the estimated service life of these various components, and the remaining service to assist with a potential depreciated value of the dam.

Our scope of work, estimated fee, and anticipated schedule for the dam inspection is outlined below:

Scope of Work

1. Obtain relevant information from you, or previous owners and operators of the dam. Information compiled during the previous dam inspection will be utilized. Additional information such as construction records, contracts, progress payments, inspection reports, as built plans, invoices, historical photos, etc. will be helpful in determining quantities and costs.
2. Review all collected documents to determine:
 - a. Phases of construction and dates
 - b. Materials used for construction and methods of installation.
 - c. Quantities of materials installed

- d. Estimated service life and remaining service life of various dam components
3. Prepare a probable estimate of construction costs to fully replace the dam in kind. This estimate will be broken down into various construction components-based materials, date of construction, typical service life, etc.
4. An engineering estimate of probable replacement construction costs spreadsheet will be prepared summarizing the various components, their costs, their construction date, service life, and remaining service life.
5. Provide a draft copy of this estimate to the County and anyone else the County identifies to for review and comment.
6. Modify the draft estimate and prepare a final engineer's estimate of probable replacement construction costs and remaining service life by various components.

Services Not Included

For a clearer understanding of our work scope, the following is not included in our Scope of Basic Professional Services.

1. Additional survey or measurements of the dam are not planned at this time. We will utilize existing construction documents for our quantity takeoffs.

Additional Services

Additional services related to this project will be furnished by us only after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

Fees

Our fee for the completion of the dam inspection and dam inspection report is a lump sum in the amount of **\$2,400**.

We have calculated these fees based on our understanding of the requested scope of work. Should we approach the amount of the fee for any reason before we are finished with the work, if the scope changes or our understanding was incorrect, we will notify you and discuss with you the option of adjusting the amount of the fee or adjusting the scope of services.

Schedule

We will coordinate the work outlined in this proposal with you. We can commence the initial work for this estimate this winter/spring. We may need to coordinate a review or a means of obtaining construction records that are not available in previous reports and as-built drawings. We would anticipate completing our draft report for review in the Spring of 2022.

February 7, 2022
Page 3 of 3

Attached to this letter is a copy of our general conditions for our services which are part of this agreement. Any changes to this agreement must be agreed to by both of us in writing.

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return the enclosed copy to us.

We deeply appreciate your confidence in Spicer Group, and we look forward to working with you and for you on your project.

Sincerely,



Shawn P. Middleton, P.E., CFM
Principal
SPICER GROUP, INC
302 River Street
Manistee, MI 49660
Cell: (989) 928-8027
E-mail: shawnm@spicergroup.com



Charles R. Smith, P.E., CFM
Project Manager
SPICER GROUP, INC
1400 Zeeb Drive
St. Johns, MI 48879
Cell: (586) 383-8244
E-mail: charless@spicergroup.com

Above proposal accepted and approved
by Owner.

LEELANAU COUNTY

By: _____
Authorized Signature

Date: _____

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or caused of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

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The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

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1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

SECTION 2

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2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

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In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

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The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

2.8 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

SECTION 3

3.1 Design Without Construction Administration. Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

3.2 Record Drawings. If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

3.3 Contingency Fund. The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a minimum reserve in the amount of not less than 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

3.4 Permits and Approvals. The PROFESSIONAL shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the PROFESSIONAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the PROFESSIONAL and included in the scope of Services of this Agreement.

3.5 Jobsite Safety. Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The PROFESSIONAL and its personnel have no authority to exercise

any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL, and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

3.6 Construction Observation. The PROFESSIONAL shall visit the site, if authorized, at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work, but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner.

3.8 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

3.9 Construction Layout. If requested by the Owner, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL. The cost for resetting the stakes be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL if Owner elects to do so, the Owner may look to the Contractor to pay the additional expense for restaking.

3.10 Right of Entry. OWNER shall provide for PROFESSIONAL's right to enter from time to time property owned by OWNER and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

3.11 Buried Utilities. OWNER will furnish to PROFESSIONAL information identifying the type and location of utility lines and other man-made objects beneath the site's surface. PROFESSIONAL will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface furnish to OWNER a plan indicating the locations intended for these penetrations with respect to what PROFESSIONAL has been told are the locations of utilities and other man-made objects beneath the site's surface. OWNER will approve the location of these penetrations prior to their being made and OWNER will authorize PROFESSIONAL to proceed.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Information Technology</u> Contact Person: <u>Liana Wilson</u> Telephone No.: <u>231-256-8105</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 03/08/2022
Source Selection Method	VENDOR: <u>AT&T</u> Address/ Phone: _____
<input checked="" type="checkbox"/> Quotation <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>656-000000-801.000</u>	

Budgeted Amount: _____	\$ 14,000.00	Contracted Amount: _____
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Document Description	
<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Other _____

<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements Requesting renewal of three contracts for phone service from AT&T. Renewing these contracts will considerably reduce our current rate for the telephone lines associated with the contracts. This will be a three-year contract renewal. Contracts included are - Business Local Calling Essentials, Account Nos. 231 256 0619 078 231 256 2216 609 231 256 0264 400	
Suggested Recommendation:	I move to recommend that the County Board of Commissioners waive its policy on bid requirements and approve the renewal of three contracts for phone services from AT&T, as presented, with funds to come from Telecommunications Fund #656-000000-801.000 and #656.000.000.850.000.

Department Head Approval: Liana Wilson Digitally signed by Liana Wilson
Date: 2022.03.01 14:57:54
-05'00' Date: 03/01/2022

2022 ADOPTED BUDGET

Fund 656 Telecommunications Fund

County of Leelanau

Period Ending Date: September 30, 2021

Department

Account Number	2019 Audited	2020 Audited	2021 Year-to-date	2021 Adopted Budget	2021 Amended Budget	2022 Proposed Budget	BOC Changes & Dept. Requests	Adopted Budget
Account Name								
Fund 656 Telecommunications Fund								
Fiscal Year 2021								
Revenues								
000000-401.000								
Fund Balance forward	0.00	0.00	0.00	20,882.00	30,882.00	30,882.00	34,882.00	34,882.00
000000-600.000								
Charges for Services	14,118.00	14,118.00	10,588.50	14,118.00	14,118.00	14,118.00	14,118.00	14,118.00
000000-687.005								
Refunds & Rebates	3,246.11	0.00	18.96	0.00	0.00	0.00	0.00	0.00
Revenues Total	17,364.11	14,118.00	10,607.46	35,000.00	45,000.00	45,000.00	49,000.00	49,000.00
Expenses								
000000-775.000								
Repair and Maintenance	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
000000-801.000								
Contractual Services	12,061.00	8,210.04	0.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00
000000-850.000								
Telephone	24,312.81	21,840.41	13,418.64	17,000.00	21,000.00	21,000.00	24,000.00	24,000.00
000000-968.000								
Depreciation	6,542.30	6,542.30	0.00	0.00	6,000.00	6,000.00	7,000.00	7,000.00
000000-970.010								
Capital Outlay under \$5,000	0.00	0.00	0.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Expenses Total	42,916.11	36,592.75	13,418.64	35,000.00	45,000.00	45,000.00	49,000.00	49,000.00
	-25,552.00	-22,474.75	-2,811.18	0.00	0.00	0.00	0.00	0.00
Revenues Total	17,364.11	14,118.00	10,607.46	35,000.00	45,000.00	45,000.00	49,000.00	49,000.00
Expenses Fund Total	42,916.11	36,592.75	13,418.64	35,000.00	45,000.00	45,000.00	49,000.00	49,000.00
Net (Rev/Exp)	-25,552.00	-22,474.75	-2,811.18	0.00	0.00	0.00	0.00	0.00



BUSINESS LOCAL CALLING ESSENTIALSSM
 AT&T ILEC Confirmation Of Service Order
 Provided Pursuant to Standard Service Publication Rates and Terms

Customer	AT&T
Leelanau County Street Address: 8525 E. Government Center Dr City: Suttons Bay State/Province: MI Zip Code: 49682 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Ron Plamondon Title: Information Technology Director Street Address: 8527 E Government Center Dr. City: Suttons Bay State/Province: MI Zip Code: 49682 Country: USA Telephone: 231-256-8105 Fax: 231-256-0120 Email: rplamondon@leelanau.gov Customer Account Number or Master Account Number: 231 256 0264 400	Name: Linda Widloe Street Address: 262 N. Ottawa St City: Joliet State/Province: IL Zip Code: 60432 Country: USA Telephone: 779-232-7022 Fax: Email: lw4871@att.com Sales/Branch Manager: Ryan Addison SCVP Name: Sales Strata: Sales Region: EAST <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase the Service identified below **in accordance with this Confirmation of Service Order ("CSO") subject to the following**, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE STATE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.att.com/gen/public-affairs?pid=11695> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. **"Service Publication"** means a Tariff, Guidebook or Service Guide.

The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable Service Publication in any way.

The Effective Date of this CSO is the date signed by the last party.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

BUSINESS LOCAL CALLING ESSENTIALSSM
 AT&T ILEC Confirmation Of Service Order
 Provided Pursuant to Standard Service Publication Rates and Terms

1. SERVICE, SERVICE PROVIDER and SERVICE DESCRIPTION

1.1 Service and Service Provider

Business Package ("Service")	Business Local Calling Essentials SM
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Service Provider (Select one option, only.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Illinois	AT&T Illinois Guidebook, including Part 4 Section 5	http://cpr.att.com/guidebook/il/index.html
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/in/index.html
<input checked="" type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/mu/index.html
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/oh/index.html
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/wg/index.html

1.2 Service Description – Terms and Conditions

Identified for the Service in applicable Service Publication

1.3 Access Line Telephone Numbers

Listed on Attachment A

2. TERM and EFFECTIVE DATES

Term	36 Months
Term Start Date	the next calendar day following initial implementation of Service in the applicable AT&T systems
Effective Date of Rates, Discounts and Billing	Term Start Date
Rates Following Termination or Expiration of Term	applicable Service Publication rates then in effect

3. RATES, QUANTITY and DISCOUNTS

3.1. Business Package Monthly Rates and Quantity Commitment

Service Components	Quantity Commitment (number of access lines)	Monthly Recurring Rate (MRR)
access line, Caller ID with Name and number, unlimited local usage and Hunting service	5 * (minimum of 2, maximum of 30)	\$ MI Lines 2-10, \$23.00/line
*no additions allowed under this CSO		

BUSINESS LOCAL CALLING ESSENTIALSSM
 AT&T ILEC Confirmation Of Service Order
 Provided Pursuant to Standard Service Publication Rates and Terms

3.2. Optional Service Components Discounts

(a) Central Office (C.O.) Optional Features

C.O. Optional Features	Percentage Off Service Publication Rates
Automatic Callback, Call Screening, Call Waiting, Remote Call Forwarding, Repeat Dialing, Multi Ring Service, Speed Calling 30, Call Waiting ID	30% (not applicable for Pay Per Use)

(b) FeatureLinkSM Service

FeatureLink Service	Credit Off Month-to-Month Rates
standard features	\$4.00

3.3 Waiver of Non-Recurring Charges (NRCs)

Waived NRCs (initial order only)
For Business Package Service Components (3.1) and C.O. Optional Features (3.2(a))

4. TERMINATION CHARGE

This CSO shall terminate upon reduction of access lines.

Main BTN State	Termination Charge*
IN, MI, OH, WI	50% x MRR x Quantity Commitment x months remaining in Term
IL	35% x MRR x Quantity Commitment x months remaining in Term
*does not apply in certain circumstances set forth in the Service Publication for this Service For 24 or 36 month Term only: Customer may cancel this CSO without incurring the termination liability charges within 90 days after Term Start Date.	

Attachment A follows

BUSINESS LOCAL CALLING ESSENTIALSSM
 AT&T ILEC Confirmation Of Service Order
 Provided Pursuant to Standard Service Publication Rates and Terms

ATTACHMENT A

ACCESS LINE TELEPHONE NUMBERS

(Service available for 2 to 30 access lines, per BTN. Number of lines must equal Quantity Commitment.)

	Area Code	Prefix	Line #	Customer Code
Billing Telephone Number (1 st Line #):	231	256	0264	400
2 nd Line #:	231	256	0118	n/a
3 rd Line #:	231	256	0142	n/a
4 th Line #:	231	256	0293	n/a
5 th Line #:	231	256	0630	n/a
6 th Line #:				n/a
7 th Line #:				n/a
8 th Line #:				n/a
9 th Line #:				n/a
10 th Line #:				n/a
11 th Line #:				n/a
12 th Line #:				n/a
13 th Line #:				n/a
14 th Line #:				n/a
15 th Line #:				n/a
16 th Line #:				n/a
17 th Line #:				n/a
18 th Line #:				n/a
19 th Line #:				n/a
20 th Line #:				n/a
21 st Line #:				n/a
22 nd Line #:				n/a
23 rd Line #:				n/a
24 th Line #:				n/a
25 th Line #:				n/a
26 th Line #:				n/a
27 th Line #:				n/a
28 th Line #:				n/a
29 th Line #:				n/a
30 th Line #:				n/a



BUSINESS LOCAL CALLING ESSENTIALSSM
 AT&T ILEC Confirmation Of Service Order
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Customer	AT&T
County of Leelanau Street Address: 8525 E Government Center Dr City: Suttons Bay State/Province: MI Zip Code: 49682 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Ron Plamondon Title: Information Technology Director Street Address: 8527 E Government Center Dr. City: Suttons Bay State/Province: MI Zip Code: 49682 Country: USA Telephone: 231-256-8105 Fax: 231-256-0120 Email: rplamondon@leelanau.gov Customer Account Number or Master Account Number: 231 256 0619 078	Name: Linda Widloe Street Address: 262 N. Ottawa St City: Joliet State/Province: IL Zip Code: 60432 Country: USA Telephone: 779-232-7022 Fax: Email: lw4871@att.com Sales/Branch Manager: Ryan Addison SCVP Name: Sales Strata: Sales Region: EAST <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

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Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

BUSINESS LOCAL CALLING ESSENTIALSSM
 AT&T ILEC Confirmation Of Service Order
 Provided Pursuant to Standard Service Publication Rates and Terms

1. SERVICE, SERVICE PROVIDER and SERVICE DESCRIPTION

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Business Package ("Service")	Business Local Calling Essentials SM
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Service Provider (Select one option, only.)	Service Publication (incorporated by reference)	Service Publication Location
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<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/in/index.html
<input checked="" type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/mu/index.html
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/oh/index.html
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/wg/index.html

1.2 Service Description – Terms and Conditions

Identified for the Service in applicable Service Publication

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*no additions allowed under this CSO		

BUSINESS LOCAL CALLING ESSENTIALSSM
 AT&T ILEC Confirmation Of Service Order
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*does not apply in certain circumstances set forth in the Service Publication for this Service For 24 or 36 month Term only: Customer may cancel this CSO without incurring the termination liability charges within 90 days after Term Start Date.	

Attachment A follows

BUSINESS LOCAL CALLING ESSENTIALSSM
 AT&T ILEC Confirmation Of Service Order
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ATTACHMENT A

ACCESS LINE TELEPHONE NUMBERS

(Service available for 2 to 30 access lines, per BTN. Number of lines must equal Quantity Commitment.)

	Area Code	Prefix	Line #	Customer Code
Billing Telephone Number (1 st Line #):	231	256	0619	078
2 nd Line #:	231	256	8800	n/a
3 rd Line #:	231	256	9820	n/a
4 th Line #:	231	256	9829	n/a
5 th Line #:				n/a
6 th Line #:				n/a
7 th Line #:				n/a
8 th Line #:				n/a
9 th Line #:				n/a
10 th Line #:				n/a
11 th Line #:				n/a
12 th Line #:				n/a
13 th Line #:				n/a
14 th Line #:				n/a
15 th Line #:				n/a
16 th Line #:				n/a
17 th Line #:				n/a
18 th Line #:				n/a
19 th Line #:				n/a
20 th Line #:				n/a
21 st Line #:				n/a
22 nd Line #:				n/a
23 rd Line #:				n/a
24 th Line #:				n/a
25 th Line #:				n/a
26 th Line #:				n/a
27 th Line #:				n/a
28 th Line #:				n/a
29 th Line #:				n/a
30 th Line #:				n/a



BUSINESS LOCAL CALLING ESSENTIALSSM
 AT&T ILEC Confirmation Of Service Order
 Provided Pursuant to Standard Service Publication Rates and Terms

Customer	AT&T
LELAND; TOWNSHIP SEWER PLANT Street Address: 2788 S POPP RD City: LAKE LEELANAU State/Province: MI Zip Code: 49653 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Ron Plamondon Title: Information Technology Director Street Address: 8527 E Government Center Dr. City: Suttons Bay State/Province: MI Zip Code: 49682 Country: USA Telephone: 231-256-8105 Fax: Email: rplamondon@leelanau.gov Customer Account Number or Master Account Number: 231 256 2216 609	Name: Linda Widloe Street Address: 262 N. Ottawa St City: Joliet State/Province: IL Zip Code: 60432 Country: USA Telephone: 779-232-7022 Fax: Email: lw4871@att.com Sales/Branch Manager: Ryan Addison SCVP Name: Sales Strata: Sales Region: EAST <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase the Service identified below **in accordance with this Confirmation of Service Order ("CSO") subject to the following**, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE STATE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.att.com/gen/public-affairs?pid=11695> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. **"Service Publication"** means a Tariff, Guidebook or Service Guide.

The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable Service Publication in any way.

The Effective Date of this CSO is the date signed by the last party.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

BUSINESS LOCAL CALLING ESSENTIALSSM
 AT&T ILEC Confirmation Of Service Order
 Provided Pursuant to Standard Service Publication Rates and Terms

1. SERVICE, SERVICE PROVIDER and SERVICE DESCRIPTION

1.1 Service and Service Provider

Business Package ("Service")	Business Local Calling Essentials SM
-------------------------------------	---

Service Provider (Select one option, only.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Illinois	AT&T Illinois Guidebook, including Part 4 Section 5	http://cpr.att.com/guidebook/il/index.html
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/in/index.html
<input checked="" type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/mu/index.html
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/oh/index.html
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/wg/index.html

1.2 Service Description – Terms and Conditions

Identified for the Service in applicable Service Publication
--

1.3 Access Line Telephone Numbers

Listed on Attachment A

2. TERM and EFFECTIVE DATES

Term	36 Months
Term Start Date	the next calendar day following initial implementation of Service in the applicable AT&T systems
Effective Date of Rates, Discounts and Billing	Term Start Date
Rates Following Termination or Expiration of Term	applicable Service Publication rates then in effect

3. RATES, QUANTITY and DISCOUNTS

3.1. Business Package Monthly Rates and Quantity Commitment

Service Components	Quantity Commitment (number of access lines)	Monthly Recurring Rate (MRR)
access line, Caller ID with Name and number, unlimited local usage and Hunting service	2 * (minimum of 2, maximum of 30)	\$ MI Lines 2-10, \$23.00/line
*no additions allowed under this CSO		

BUSINESS LOCAL CALLING ESSENTIALSSM
 AT&T ILEC Confirmation Of Service Order
 Provided Pursuant to Standard Service Publication Rates and Terms

3.2. Optional Service Components Discounts

(a) Central Office (C.O.) Optional Features

C.O. Optional Features	Percentage Off Service Publication Rates
Automatic Callback, Call Screening, Call Waiting, Remote Call Forwarding, Repeat Dialing, Multi Ring Service, Speed Calling 30, Call Waiting ID	30% (not applicable for Pay Per Use)

(b) FeatureLinkSM Service

FeatureLink Service	Credit Off Month-to-Month Rates
standard features	\$4.00

3.3 Waiver of Non-Recurring Charges (NRCs)

Waived NRCs (initial order only)
For Business Package Service Components (3.1) and C.O. Optional Features (3.2(a))

4. TERMINATION CHARGE

This CSO shall terminate upon reduction of access lines.

Main BTN State	Termination Charge*
IN, MI, OH, WI	50% x MRR x Quantity Commitment x months remaining in Term
IL	35% x MRR x Quantity Commitment x months remaining in Term
*does not apply in certain circumstances set forth in the Service Publication for this Service For 24 or 36 month Term only: Customer may cancel this CSO without incurring the termination liability charges within 90 days after Term Start Date.	

Attachment A follows

BUSINESS LOCAL CALLING ESSENTIALSSM
 AT&T ILEC Confirmation Of Service Order
 Provided Pursuant to Standard Service Publication Rates and Terms

ATTACHMENT A

ACCESS LINE TELEPHONE NUMBERS

(Service available for 2 to 30 access lines, per BTN. Number of lines must equal Quantity Commitment.)

	Area Code	Prefix	Line #	Customer Code
Billing Telephone Number (1 st Line #):	231	256	2216	609
2 nd Line #:	231	256	2257	n/a
3 rd Line #:				n/a
4 th Line #:				n/a
5 th Line #:				n/a
6 th Line #:				n/a
7 th Line #:				n/a
8 th Line #:				n/a
9 th Line #:				n/a
10 th Line #:				n/a
11 th Line #:				n/a
12 th Line #:				n/a
13 th Line #:				n/a
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26 th Line #:				n/a
27 th Line #:				n/a
28 th Line #:				n/a
29 th Line #:				n/a
30 th Line #:				n/a

BOARD OF COMMISSIONERS

Rick Robbins, District #1
Debra L. Rushton, District #2
William J. Bunek, District #3
Ty Wessell, District #4
Patricia Soutas-Little, District #5
Gwenne Allgaier, District #6
Melinda C. Lautner, District #7



Chet Janik, County Administrator

Leelanau County Government Center
8527 E. Government Center Drive, Suite #101
Suttons Bay, Michigan 49682
(231) 256-9711 ♦ (866) 256-9711 toll free
(231) 256-0120 fax
www.leelanau.gov ♦ cjanik@co.leelanau.gov

To: Board of Commissioners

From: Chet Janik

Date: March 2, 2022

Re: Air Purification Proposal

This is a follow-up and clarification to the discussion that occurred during the County Board's February 15 Regular Session concerning the recommendation to purchase air purification systems for both the Law Enforcement Center and the Government Center buildings. As background information, Sheriff Borkovich had worked with the Arya Group last summer to acquire "on loan" four "Pure and Clean" air purification units to combat the various COVID-19 viruses and one portable "Mid-Range Hydroxyl Blaster" unit that has been used in both buildings to purify offices and related spaces after employees tested positive for COVID.

Both the Sheriff and Emergency Director Matt Ansorge have stated the units seem to be working properly and it appears that the units were successful in lowering the odds of employees getting COVID while at work. The proposal to purchase these units was endorsed by the Court House/Government Center Security Committee and the County Board's Buildings & Grounds Committee.

Questions and concerns were raised at the February 15 Regular Session about the effectiveness of the units in the Government Center due to the fact that the building has a completely different traffic flow and room configuration in terms of open and closed office spaces compared to the Law Enforcement Center. The decision was properly made to defer making a final decision on the purchase until these issues could be resolved and that the issue would be discussed at the March meetings.

Several meetings were held with Josh Spiegel, representative of ARYA Group, Gary O'Connor of D&W Mechanical and myself and a plan has been developed that now is endorsed by the Sheriff and the Emergency Management Director on how to proceed and develop a proactive safe environment for the employees related to air purification.

The proposal is to purchase the four (4) “Pure And Clean” units for the Law Enforcement Center and to purchase the “Mid-Range Hydroxyl Blaster” Unit that has been used in both buildings.

The cost associated with these purchases is:

4	Pure And Clean Units @ \$1,4999.99	\$ 5,999.96
1	Mid-Range Hydroxyl Blaster Unit	<u>\$ 3,999.96</u>
	TOTAL COST FOR L.E.C.	\$ 9,999.95

Due to the different configurations and usage, the recommendation from O’Connor for the Government Center Building is to install an air purification system that is linked to the building’s HVAC duct work.

The cost per floor is \$2,108.00, or **\$6,324.00 for the entire building.**

Enclosed is a memo from Mr. O’Connor with information on the air purification system and a breakdown of the costs.

Mr. O’Connor and a representative from the Arya Group will be at the Executive Board meeting to provide more details and answer questions.

Gary O'Connor

10710 S. Blue Ridge Lane
Traverse City, MI 49684

Quotation

Purchase/installation of air purification components Leelanau County Government Center

March 2, 2022

This quote is for the purchase and installation of air purification components to be mounted in the duct work for each floor of the Leelanau County Government Center, including the electrical supply to each device.

The components include per floor, one ultraviolet light assembly and one "GPS" electrostatic air cleaner.

Total cost of the items and labor per floor and as needed –

Reme-H	\$604.00
I Wave Air Cleaner	\$897.00
Materials	\$125.00
Labor	<u>\$500.00</u>
Total (per floor):	\$2,108.00
Grand Total:	\$6,324.00



The Healthy Home Experts®

The Aerus Pure & Clean reduced 99.96% of airborne SARS-CoV-2, the virus responsible for COVID-19, within 3 minutes.

This military lab test was done on the lowest setting using only the ActivePure® Technology.

THE TECHNOLOGY

The Aerus Pure & Clean combines multiple complementary technologies, including HEPA, activated carbon, and ActivePure Technology. Patented ActivePure Technology is the most powerful surface and air purification ever discovered. It has been proven to reduce over 99.9% of many common airborne and surface contaminants (list of tested pathogens can be found in "The Proof" section below).

ActivePure does not replace the need to follow CDC guidance and should be used as a complementary technology.

THE PROOF

In extensive independent lab testing, ActivePure® Technology has been proven to significantly reduce the following contaminants and pathogens:

- SARS-CoV-2 – RNA Virus
- H1N1 Influenza
- H5N8 Influenza
- Murine Norovirus
- PhiX-174
- MS2 Bacteriophage
- MRSA
- E. coli
- Salmonella enterica
- Legionella pneumophila
- Clostridium difficile
- Bacillus globigii
- Erwinia herbicola
- Listeria monocytogenes
- Candida auris
- Botrytis cinerea
- Sclerotinia sclerotiorum
- Aspergillus versicolor
- Aspergillus niger endospores
- Methicillin-resistant Staphylococcus epidermis
- Staphylococcus epidermidis

THE BENEFITS

The Aerus Pure & Clean provides continuous surface decontamination and air purification in real time without the use of ozone or other harmful chemicals. It is an automated, proactive, and effective solution for your home or business.

- Portable, lightweight device
- No installation - plug-and-play solution
- Easy to use and low maintenance
- Proven effective against many common viruses, bacteria, molds, and fungi
- Reduces smoke, allergens, odors, and VOCs





AERUS

The Healthy Home Experts®



Features ActivePure Technology proven to reduce viruses, bacteria, and other pathogens (full list of tested pathogens available below in "The Proof")

THE TECHNOLOGY

The Aerus AP500 is our smallest-profile product Powered by ActivePure®, mounting directly into a standard wall outlet. Patented ActivePure Technology is the most powerful surface and air purification ever discovered. It has been proven to reduce over 99.9% of many common airborne and surface contaminants (list of tested pathogens can be found in "The Proof" section below).

ActivePure does not replace the need to follow CDC guidance and should be used as a complementary technology.

THE PROOF

In extensive independent lab testing, ActivePure® Technology has been proven to significantly reduce the following contaminants and pathogens:

- SARS-CoV-2 – RNA Virus
- H1N1 Influenza
- H5N8 Influenza
- Murine Norovirus
- PhiX-174
- MS2 Bacteriophage
- MRSA
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- Salmonella enterica
- Legionella pneumophila
- Clostridium difficile
- Bacillus globigi
- Erwinia herbicola
- Listeria monocytogenes
- Candida auris
- Botrytis cinerea
- Sclerotinia sclerotiorum
- Aspergillus versicolor
- Aspergillus niger endospores
- Methicillin-resistant Staphylococcus epidermis
- Staphylococcus epidermidis

THE BENEFITS

The AP500 Utilizes a combination of ionizers and our proprietary ActivePure Technology to effectively treat interior air and exposed surfaces and help reduce surface and airborne contaminants, allergens and odors. A powerful, inconspicuous air purification system intended for use in small spaces

- Provides continuous surface decontamination and air purification in real time
- Disinfects surfaces and air, removes VOCs, smoke and odor
- Removes allergy and asthma triggering contaminants
- Compact, natural air treatment system for up to 250 sq. ft.
- Plugs into standard 120 volt electrical outlet
- Anti-theft mounting arrangement, no wiring required





Features ActivePure Technology proven to reduce viruses, bacteria, and other pathogens (full list of tested pathogens available below in “The Proof”)

THE TECHNOLOGY

The Aerus Mobile is a device intended for the reduction of contaminants in the ambient air in smaller indoor and personal spaces. Ideal for travel, work stations, small offices, and vehicles.

THE PROOF

In extensive independent lab testing, ActivePure® Technology has been proven to significantly reduce the following contaminants and pathogens:

- SARS-CoV-2 – RNA Virus
- H1N1 Influenza
- H5N8 Influenza
- Murine Norovirus
- PhiX-174
- MS2 Bacteriophage
- MRSA
- E. coli
- Salmonella enterica
- Legionella pneumophila
- Clostridium difficile
- Bacillus globigii
- Erwinia herbicola
- Listeria monocytogenes
- Candida auris
- Botrytis cinerea
- Sclerotinia sclerotiorum
- Aspergillus versicolor
- Aspergillus niger endospores
- Methicillin-resistant Staphylococcus epidermis
- Staphylococcus epidermidis

THE BENEFITS

The Aerus Mobile lets you bring our proprietary ActivePure Technology with you on the go, to help reduce surface and airborne contaminants, allergens and odors. Multiple settings let you customize and optimize its usage for multiple environments ranging from a car, hotel room, small office or camper.

- Touch sensitive settings to provide ease of operation and function
- Freshens air without the use of ozone
- Uses a UVC light and ActivePure screen matrix to oxidize and ionize the air
- Base is designed with multiple mounting options
- Wire Stand allows for independent use from the base and various options to set or hang the unit
- Comes with both a 12 volt DC car adapter and a 100 - 240 volt 50/60 Hz AC adapter with interchangeable plugs





The Healthy Home Experts®

Proven to reduce 99.98% of SARS-CoV-2 virus (the virus that causes COVID-19) on surfaces within 7 hours.

THE TECHNOLOGY

The Aerus Mid-Range Blaster is one of our most powerful ActivePure producing technologies. Patented ActivePure Technology is the most powerful surface and air purification ever discovered. It has been proven to reduce over 99.9% of many common airborne and surface contaminants (list of tested pathogens can be found in "The Proof" section below).

ActivePure does not replace the need to follow CDC guidance and should be used as a complementary technology.

THE PROOF

In extensive independent lab testing, ActivePure® Technology has been proven to significantly reduce the following contaminants and pathogens:

- SARS-CoV-2 – RNA Virus
- H1N1 Influenza
- H5N8 Influenza
- Murine Norovirus
- PhiX-174
- MS2 Bacteriophage
- MRSA
- E. coli
- Salmonella enterica
- Legionella pneumophila
- Clostridium difficile
- Bacillus globigii
- Erwinia herbicola
- Listeria monocytogenes
- Candida auris
- Botrytis cinerea
- Sclerotinia sclerotiorum
- Aspergillus versicolor
- Aspergillus niger endospores
- Methicillin-resistant Staphylococcus epidermis
- Staphylococcus epidermidis

THE BENEFITS

The Aerus Mid-Range Blaster provides continuous surface decontamination and air purification in real time without the use of ozone or other harmful chemicals. It is a proactive and effective solution for your home or business.

- New and improved ActivePure Technology is the most powerful surface decontamination and air purification technology ever discovered
- Provides continuous surface decontamination and air purification in real time
- Over a decade of testing, patented ActivePure® Technology has been proven to reduce over 99.9% of many common airborne and surface contaminants including viruses, bacteria, mold, fungi, VOCs, smoke, allergens, and odors (full list of tested pathogens available in "The Proof" section)
- Quickly and powerfully works to clean the indoor environment

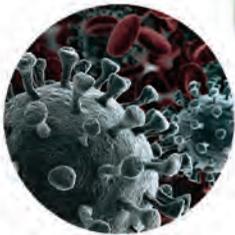


ADVANCED OXIDATION TEST RESULTS

RGF® first developed its advanced oxidation technology over 20 years ago. Over four million RGF cells are in use around the world. RGF has licensed its technology to many Fortune 500 companies for use in the medical, food, military, residential, commercial, marine, hospitality and government. RGF cells in various products have been tested and/or approved or registered by:

- ETL, TUV, EU, CSA
- Chinese Government
- U.S. Government
- U.S. Military
- Japanese Government (TV commercials)
- European Union
- Electric Power Research Institute
- Canadian Government
- USDA & FSI

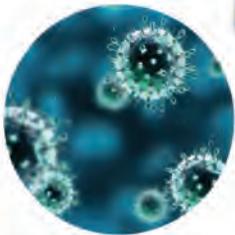
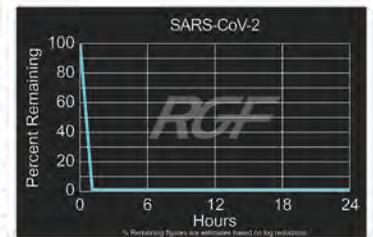
In addition, RGF cells have been specified in the Norovirus & MRSA protection plan of America's largest restaurant chains, hotel chains, theme parks, cruise lines, public schools and hospitals. The following is a summary of some of the testing and studies performed by third party independent labs and universities. RGF products are not medical devices and no medical claims are made.



SARS-CoV-2 (Coronavirus)

SARS-CoV-2 is an airborne virus that caused the global COVID-19 pandemic. The REME-HALO® with PHI was tested at an independent laboratory* for inactivation of SARS-CoV-2 (USA_WA1/2020). Studies were conducted in a large test chamber (8'x8'x20') on inoculated surfaces and on surfaces exposed to the aerosolized virus resulting in >99% reduction. RGF's REME-HALO® reduces the risk associated with the SARS-CoV-2 virus in treated indoor air environments. Testing continues on SARS-CoV-2 on various RGF products for both surface and airborne viral reduction.

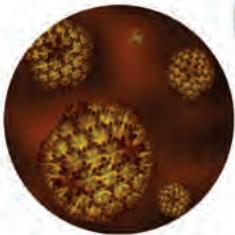
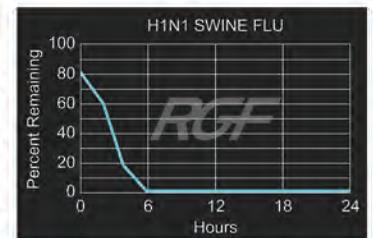
*Tested by Innovative Bioanalysis, Cypress CA



H1N1 (Swine Flu)

Kansas State University has completed preliminary testing on RGF's Photohydroionization® (PHI-Cell®) and Reflective Electromagnetic Energy (REME® Cell) technologies with 99+% inactivation of the H1N1 virus (referred to as "swine flu" early on) on a stainless steel surface. This virus was first detected in people in the United States, April 2009. It is now considered a regular human flu virus, continuing to circulate seasonally worldwide according to the CDC. Flu viruses are spread mainly from person to person through coughing or sneezing. Sometimes people may become infected by touching items such as a surface or object with flu viruses on it and then touching their mouth or nose.

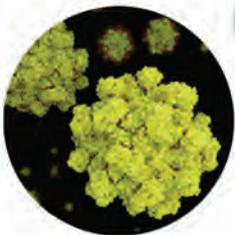
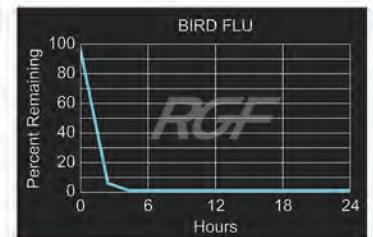
Tested by: Kansas State University Inactivation Rate 99+%



Avian Influenza (Bird Flu)

Avian influenza is an infection caused by avian (bird) influenza (flu) viruses. These influenza viruses occur naturally among birds. Of the few avian influenza viruses that have crossed the species barrier to infect humans, H5N1 has had the largest number of detected cases of severe disease and death in humans.

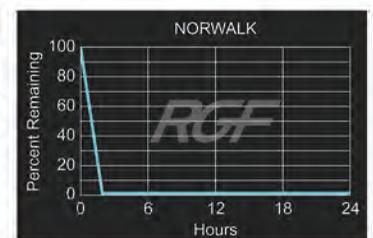
Source CDC Center for Disease Control and Prevention
Tested by: Kansas State University Inactivation Rate 99+%



Norwalk Virus

Noroviruses are a group of related, single-stranded RNA, non-enveloped viruses that cause acute gastroenteritis in humans. Noroviruses are highly contagious and as few as 10 viral particles may be sufficient to infect an individual. 50% of all food-borne outbreaks of gastroenteritis can be attributed to noroviruses. Chicago schools realized a 20% improvement in attendance after installing RGF's PHI Technology.

Source: CDC Centers for Disease Control and Prevention
Tested by: Midwest Research Institute Inactivation Rate 99+%

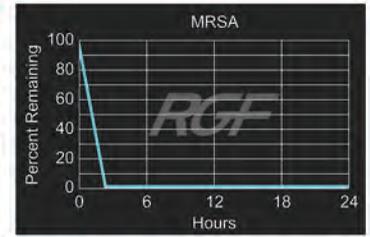




Methicillin Resistant Staphylococcus Aureus

Methicillin-resistant Staphylococcus aureus (MRSA) is a type of bacteria that is resistant to certain antibiotics. These antibiotics include methicillin and other more common antibiotics such as oxacillin, penicillin and amoxicillin. RGF participated, along with a major hospital, in a two-year study evaluating PHI Technology, which resulted in a 33.4% reduction in infections.

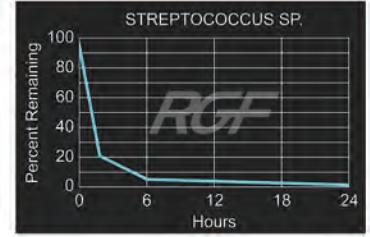
Source: CDC Centers for Disease Control and Prevention
Tested by: Kansas State University Inactivation Rate 99+%



Streptococcus Sp.

Group A Streptococcal (strep) infections are caused by group A Streptococcus, a bacterium responsible for a variety of health problems.

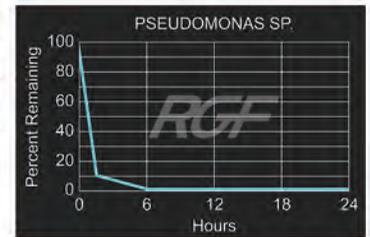
Source: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Tested by: Kansas State University Inactivation Rate 96+%



Pseudomonas Sp.

The bacterial genus Pseudomonas includes plant pathogenic bacteria such as P. syringae, the opportunistic human pathogen P. aeruginosa, the ubiquitous soil bacterium P. putida, and some species that are known to cause spoilage of unpasteurized milk and other dairy products.

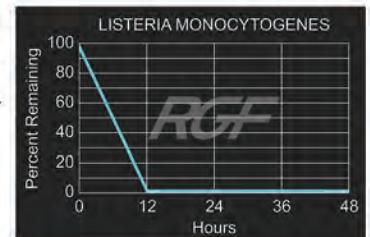
Tested by: Kansas State University Inactivation Rate 99+%



Listeria

This is a Gram-positive bacterium, motile by means of flagella. Some studies suggest that 1-10% of humans may be intestinal carriers of L. monocytogenes.

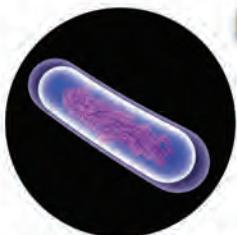
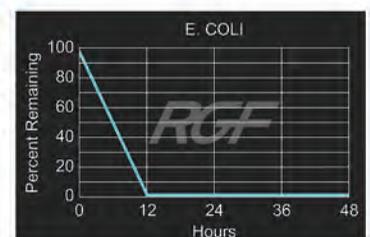
Source: U.S. Food and Drug Administration
Tested by: Kansas State University
Steris Labs
KAG / Eco Labs Inactivation Rate 99+%



Escherichia coli

Escherichia coli, usually abbreviated to E. coli, discovered by Theodor Escherich, a German pediatrician and bacteriologist, is one of the main species of bacteria that live in the lower intestines of mammals, known as gut flora.

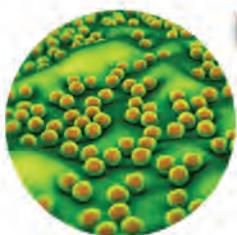
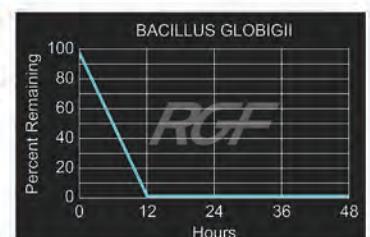
Tested by: Kansas State University Inactivation Rate 99+%



Bacillus Globigii

Bacillus globigii lives in soils around the world and can readily be found in samplings of wind-borne dust particles. It is also known as Bacillus subtilis, its more modern name.

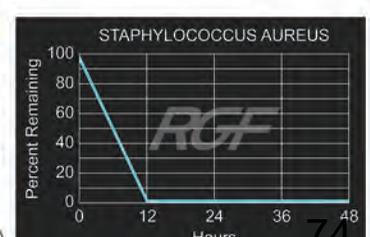
Source: CDC Center for Disease Control and Los Alamos National Laboratory
Tested by: Kansas State University Inactivation Rate 99+%



Staphylococcus Aureus

Staphylococcus Aureus Staphylococcus aureus, often referred to simply as "staph," is a bacteria commonly found on the skin and in the nose of people. Person-to-person transmission is the usual form of spread and occurs through contact with secretions from infected skin lesions, nasal discharge or spread via the hands.

Source: CDC Center for Disease Control and FDA (Food and Drug Administration)
Tested by: Kansas State University Inactivation Rate 99+%

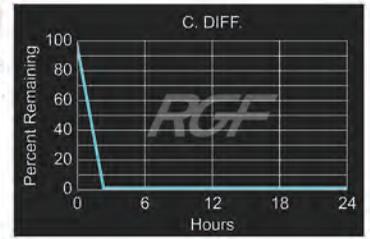




Clostridium difficile (C-Diff)

Many hospitals have been waiting for more information on C-Diff bacteria as it may be as big a problem or bigger than MRSA. Independent university studies tested RGF's REME® Technology with 99% kill rate.

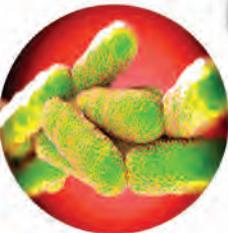
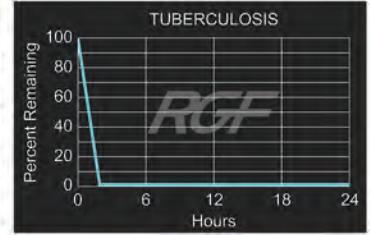
Source: CDC Center for Disease Control and Prevention
Tested by: Kansas State University Inactivation Rate 99+%



Tuberculosis

Tuberculosis typically attacks the lungs, but can also affect other parts of the body. It is spread through the air when people with infection cough, sneeze, or otherwise transmit their saliva through the air. Most infections are asymptomatic and latent, but about one in ten latent infections eventually progresses to active disease which, if left untreated, kills more than 50% of those so infected.

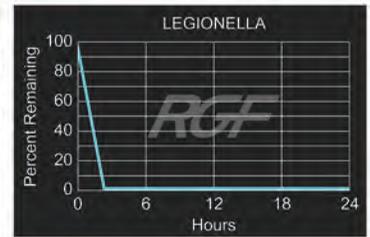
Source: Health and Industry
Tested by: Kansas State University Inactivation Rate 99+%



Legionella

Legionella is common in many environments, with at least 50 species and 70 serogroups identified. The chemical composition of these side chains determine the nature of the somatic or O antigen determinants, which are essential means of serologically classifying many Gram-negative bacteria.

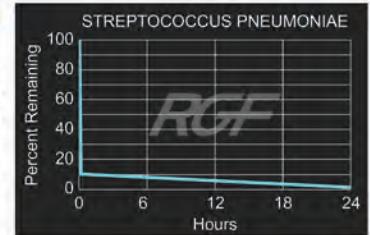
Source: CDC Centers for Disease Control
Tested by: Kansas State University Inactivation Rate 99+%



Streptococcus Pneumoniae

According to the Center for Disease Control ("CDC") Streptococcus pneumoniae is an exclusively human pathogen and is spread from person-to-person by respiratory droplets, meaning that transmission generally occurs during coughing or sneezing to others within six feet of the carrier. Health experts estimate that more than ten million mild infections (throat and skin) like these occur every year.

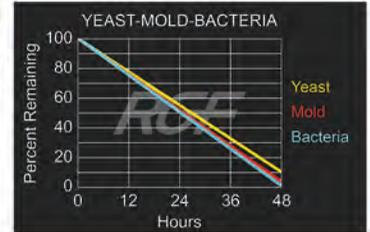
Source: CDC Centers for Disease Control
Tested by: Kansas State University Average Inactivation Rate Greater than 90+%



Mold/Yeast

The purpose of this test was to evaluate the effect the RGF AOT unit has on mold/yeast bacteria (TPC). This test was performed utilizing a standard 2,000 sq. ft. home and 3,000 sq. ft. simulated home.

Tested by: California Microbiology Center
Bacteria 99% Mold 97-98% Yeast 90+%

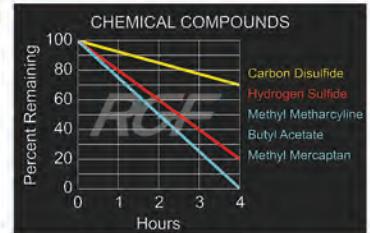


Chemical Compounds

Gas Chromatograph/Mass Spectrometer test performed by Nelap Accredited Lab on airborne chemical compound reduction using RGF's AOT.

- | | | | |
|------------------|---------------------|---------------------|----------------|
| Hydrogen Sulfide | - Rotten eggs | Butyl Acetate | - Sweet banana |
| Methyl mercaptan | - Rotten cabbage | Methyl Methacryline | - Plastic |
| Carbon Disulfide | - Vegetable sulfide | | |

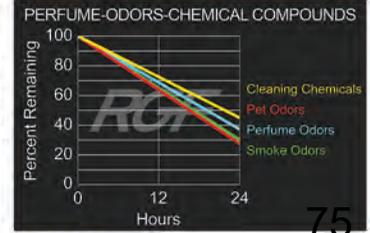
Methyl Methacryline / Butyl Acetate / Methyl Mercaptan 100%
Hydrogen Sulfide 80% Carbon Disulfide 30%

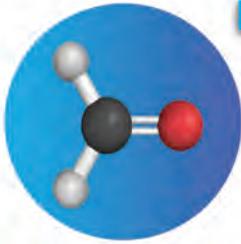


Odors

The purpose of this test was to evaluate to what effect the RGF's AOT unit has on cleaning chemicals, pet odors, smoke and perfume odors. This test was performed utilizing two 500 cubic foot test chambers and a ten-person odor panel. The qualitative assessments of the ten-person odor panel were then used as a means to determine the odor reduction.

Tested by: C&W Engineering (Independent PE Firm)
Pet Odors 72% Smoke Odors 70% Perfume Odors 63+% Cleaning Chemicals 55+%

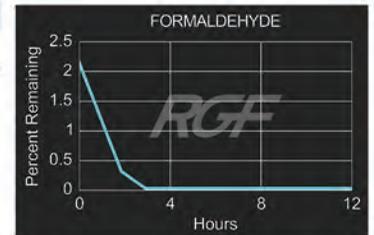




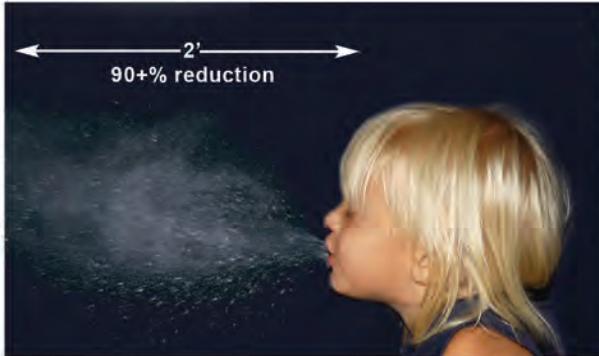
Formaldehyde

The purpose of this test was to evaluate the effect the RGF AOT unit has on formaldehyde.

Tested by: Kansas State University in a Class II Bio test chamber



Sneeze Test - REME HALO®



A testing protocol concept was used which included a "Sneeze Simulation Machine" and "Sneeze" chamber. A sneeze can travel at up to 100 mph, so we had to consider lung capacity, sneeze pressure, and liquid volume to properly simulate a human sneeze. This was accomplished and the test proceeded with outstanding results. An average of greater than 90% reduction of microbials was achieved with REME HALO® in a double blind test, at two (2) feet from the sneeze source*. This is clearly not a medically supervised test or protocol. However, from a practical point, it was definitely providing some kill at the source and will provide some level of protection.

*Tested by: Kansas State University, inactivation greater than 90%

All the above tests were performed on RGF's REME HALO® with advanced oxidation plasma of less than .02 ppm. RGF products are not medical devices and no medical claims are made.

*Some products may not be available to be sold in the state of California.

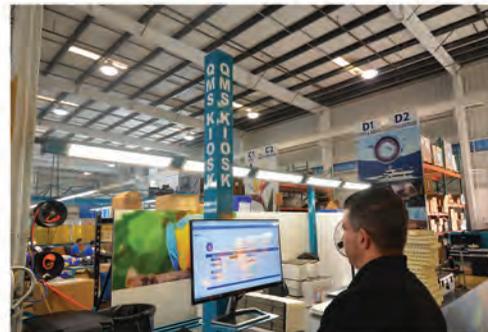


RGF Environmental Group ISO 9001:2015 Certification

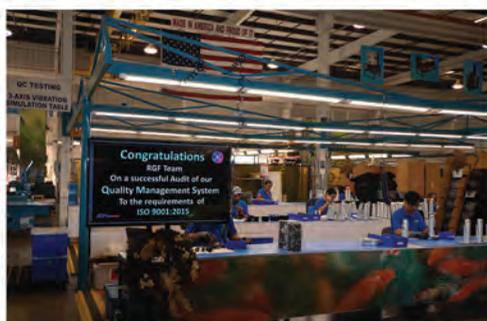
ISO 9001:2015 is an internationally recognized standard that specifies the requirements for an audited Quality Management System (QMS). RGF developed their QMS to promote continuous improvement in every aspect of their business, including administrative functions, quality control, product development, engineering, production, marketing, sales, logistics and customer service.



RGF's VP/GM Walter Ellis, received ISO 9001:2015 Certification in record time, under budget and received an above and beyond congratulations from the audit team.



ISO 9001:2015 Certification Quality Management Kiosk allows employees to access all pertinent files and procedures.



EXECUTIVE DOCUMENT SUMMARY

Department: <u>Emergency Mgt./911</u> Contact Person: <u>Matt Ansorge</u> Telephone No.: <u>256-8775</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 03/08/2022
Source Selection Method	
<input checked="" type="checkbox"/> State Contract <input type="checkbox"/> Other: _____ Account Number _____ (Funds to come from): _____	VENDOR: _____ Address/ Phone: _____

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 121,214.27
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Document Description	
<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

The County Board has previously authorized a local 9-1-1 Surcharge, separate from the charges imposed by the State of Michigan, of \$0.42 per line per month, which is the maximum allowed without being placed on a voting ballot. Pursuing a local 9-1-1 Surcharge of more than \$0.42 (per device) would require approval from the citizens of Leelanau County. It has been the position of previous Boards that should a voted increase be sought, the proposed increase should be placed on a ballot within the regular voting cycle instead of being financially responsible for a special vote for the increase in local 9-1-1 Surcharge. Should the Board decide to propose an increase on an upcoming ballot, it will come after the May 15, 2022 deadline to the State 9-1-1 Committee and therefore should be pursued to begin collection after July 1, 2022. Such a proposed increase will require submission on next year's 9-1-1 Surcharge report.

The State 9-1-1 Committee requires all Public Safety Answering Points (PSAPs) to submit a Collection and Remittance report (SNC-500) annually in May to reflect the 9-1-1 Surcharge fees intending to be collected locally between July 1st of the current year and June 30th of the following year. The only change in reporting this year is that it will be submitted online through the State of Michigan MiLogin portal. There are three options to report on the SNC-500:

1. Declare that no local 9-1-1 Surcharge will be collected
2. Declare there will be no change in the local 9-1-1 Surcharge
3. Declare that there will be a change in the local 9-1-1 Surcharge

Based on discussions at previous County Board meetings, I am prepared to report that there will be no change in the local 9-1-1 Surcharge amount for Leelanau County. The County Board has every right to select either of the two remaining options and my report can easily be changed to reflect the wishes of the Board. The report is due to be submitted electronically to the State 9-1-1 Office on or before Sunday, May 15, 2022.

Suggested Recommendation: I move to recommend that the Board of Commissioners approve staying status quo for the annual SNC-500 Collection and Remittance report and have the 9-1-1 Director and County Clerk complete, sign, and submit the necessary documents online as required.

Department Head Approval:  Matt Ansorge
 2022.03.01 14:47:16
 -05'00'

Date: 03/01/2022

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Emergency Mgt./911</u> Contact Person: <u>Matt Ansorge</u> Telephone No.: <u>(231) 256-8775</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 03/08/2022
Source Selection Method	VENDOR: <u>Cherry Capital Connection, LLC</u> Address/ Phone: <u>PO Box 866</u> <u>Elk Rapids, MI 49629</u> <u>(231) 264-9970</u>
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Easement Lease Agreement</u> Account Number (Funds to come from): _____	

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 0.00
------------------------	---------	--------------------------	---------

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Easement Lease Agreement</u>

Request to Waive Board Policy on Bid Requirements

Cherry Capital Connection has been in negotiations with Leelanau County for Tower Lease Agreements since June of 2018. During that time, Cherry Capital Connection has been making the transition away from solely providing fixed wireless broadband solutions to citizens in Leelanau County. Their primary focus has changed to fiber-to-the-home (FTTH) delivery of broadband service. This transition has forced Cherry Capital Connection to reevaluate their business model and also changes their need for space on our county-owned towers.

Cherry Capital Connection has been awarded areas in Leelanau County through the Rural Digital Opportunity Fund (RDOF) where they will be the sole provider building out a fiber network. In order for their service to reach these areas, they are seeking assistance from the County in a different capacity than leasing space on our towers. Instead, they are seeking ground space for fiber distribution nodes and agreements for laying fiber in the ground at our tower sites. Leelanau County will only address the ground space and the laying of fiber within the easements at our tower sites. Any and all responsibility for fiber build-out beyond these properties will be the responsibility of Cherry Capital Connection.

Leelanau County currently owns three towers situated on property owned by other parties. Our Legal Counsel has confirmed that we have the authority to enter into agreements that will allow leasing ground space and the laying of fiber within easements at these properties.

Cherry Capital Connection will request lease agreements far beyond the 15-year maximum identified by the Board for Tower Lease Agreements. They would like to see that maximum doubled for purposes of laying fiber and distributing broadband service.

Suggested Recommendation: Motion to recommend that the Board of Commissioners allow the Director of Emergency Management and Legal Counsel to negotiate an Easement Lease Agreement with Cherry Capital Connection.

Department Head Approval:  Matt Ansorge
 2022.03.01 17:03:58 -05'00' Date: 03/01/2022



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Order Form

Order ID: Q-02527393

Contact your representative rachel.vesely@thomsonreuters.com with any questions. Thank you.

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ATTY
STE 202
8527 E GOVERNMENT CENTER DR
SUTTONS BAY MI 49682-9742 US

Billing Address

Account #: 1000477069
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ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$1,185.24	24

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

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- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Acknowledgement: Order ID: Q-02527393

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 3/18/2022.



THOMSON REUTERS

Attachment

Order ID: Q-02527393

Contact your representative rachel.vesely@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000477069

Order Confirmation Contact (#28)
Contact Name: Chamberlain, Tristan J
Email: tchamberlain@co.leelanau.mi.us

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

eBilling Contact
Contact Name Tristan J Chamberlain
Email tchamberlain@co.leelanau.mi.us

ProFlex Multiple-Location Details			
Account Number	Account Name	Account Address	Action
1000477069	LEELANAU COUNTY PROSECUTING ATTY	8527 E GOVERNMENT CENTER DR SUTTONS BAY MI 49682-9742 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
3	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
3	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
3	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
3	Attorneys	41985648	Gvt - Related Documents For Government (Westlaw PRO™)

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Joseph	Hubbell	jhubbell@co.leelanau.mi.us	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term										
Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2	Year 2 Monthly Charges	% incr Yr 2-3	Year 3 Monthly Charges	% incr Yr 3-4	Year 4 Monthly Charges	% incr Yr 4-5	Year 5 Monthly Charges
40757482	West Proflex	\$1,185.24	3.00%	\$1220.80	N/A	N/A	N/A	N/A	N/A	N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.

BOARD OF COMMISSIONERS

Rick Robbins, District #1
Debra L. Rushton, District #2
William J. Bunek, District #3
Ty Wessell, District #4
Patricia Soutas-Little, District #5
Gwenne Allgaier, District #6
Melinda C. Lautner, District #7



Chet Janik, County Administrator

Leelanau County Government Center
8527 E. Government Center Drive, Suite #101
Suttons Bay, Michigan 49682
(231) 256-9711 ♦ (866) 256-9711 toll free
(231) 256-0120 fax
www.leelanau.gov ♦ cjanik@co.leelanau.gov

To: Board of Commissioners
From: Chet Janik
Date: March 2, 2022
Re: Finance Committee Recommendation

The Finance Committee met on February 9 to review several personnel compensation-related issues, as well as to begin the process of determining the County's finances in various general and restricted funds related to funding potential ARPA projects. Dialogue on those issues will continue, with the next meeting scheduled for March 23.

Committee Members Commissioners Robbins and Wessell did endorse my recommendation that the Commissioners approve a "recognition stipend" for two employees that have far exceeded their normal responsibilities due to unique circumstances in the past two years. Commissioner Lautner is also a member of the committee, but unfortunately was not able to attend the meeting.

My recommendation is that Executive Assistant Laurel Evans and Chief Deputy Treasurer Darcy Weaver be recognized for their extra efforts with a stipend of \$2,000. The background information for the recommendation is:

Laurel Evans: This is a follow-up to the discussions that took place in the August and September budget sessions concerning the administrative oversight of the Parks and Recreation Commission. This was a concern brought up by the Parks Commission as well as myself. During the budget process, the Board of Commissioners agreed with that concept and authorized \$3,600 be included within the 2022 budget for a potential stipend for administrative oversight.

Laurel has been handling those responsibilities on a volunteer basis, and for the past several years, she has attended virtually all of their meetings and has provided strong leadership in terms of providing guidance with the Open Meetings Act, developing all of the Parks' requests for proposals documents and ensured that proper budget, purchasing, and accounting policies are followed by the Parks Commission, as this has been a challenge in the past and has caused concerns and frustration at times with the Board of Commissioners. Laurel has taken on this task while maintaining all of her regular responsibilities, which has been a burden at times; however, she has handled the situation in a very professional manner and therefore with the endorsement of the Finance/Audit Committee, I am recommending a \$2,000 recognition stipend for her extra efforts over the past two years.

Darcy Weaver: The Treasurer's Office has many mandatory and statutory responsibilities related to finances with specific deadline dates and requirements on both the federal and state levels. Due to a series of unfortunate health challenges encountered by Treasurer John Gallagher, which have prevented him from being in the Office on a full-time basis for the past two years, Darcy, in her capacity as the Chief Deputy Treasurer, had to take on many additional duties and responsibilities that are not normally related to the Chief Deputy Treasurer's position. These include the proper allocation of funds, the numerous reports related to the American Cares Act in 2020, and the American Rescue Plan Act in 2021. Darcy has participated in many webinars and has reviewed numerous professional journals to ensure that the County is in full compliance.

The County's Auditing Team recently confirmed to me that Darcy has done an excellent job the past two years in the many technical requirements related to the duties of the Treasurer's Office. I have personally witnessed tremendous professional growth in Darcy the past two years as she has taken on these duties without once complaining or making any comments about the extra assignments. Hopefully the Treasurer's health issues will be resolved in the near future and I believe that it would be appropriate to recognize Darcy for her extra efforts with a onetime stipend.

Any consideration given to this request would be greatly appreciated.

EXECUTIVE DOCUMENT SUMMARY

Department: Board of Commissioners Contact Person: Chet Janik Telephone No.: 231-256-8100	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 03/08/2022
Source Selection Method	VENDOR: _____ Address/ Phone: _____
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: n/a Account Number (Funds to come from): _____	

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Acceptance of 2% Allocations</u>

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<p>The Grand Traverse Band of Ottawa and Chippewa Indians has announced its distribution of 2% Allocation funds for the FY 2021 second cycle.</p> <p>Nearly all of the County departments/committees who had applied in November 2021 for 2% Allocation funding from the Grand Traverse Band of Ottawa and Chippewa Indians received notification they were successful (see attached).</p> <p><i>Suggested motion:</i> I move to recommend that the Leelanau County Board of Commissioners accept the 2% Allocation awards from the Grand Traverse Band of Ottawa and Chippewa Indians, as follows:</p> <p>Family Court/Child & Family Services-Safe Haven Program, \$5,000.00 Senior Services/Leelanau Christian Neighbors, \$20,000.00 Sheriff's Office, Narcotics Analyzers, \$32,800.00 Solid Waste Council, Tire Recycling Program, \$10,000.00 Solid Waste Council, Mattress Recycling Program, \$6,000.00</p> <p><i>Suggested Recommendation:</i></p>
--	--

Department Head Approval: Date: 02/25/2022



**FOR IMMEDIATE
RELEASE**
Contact: Ruth A. Dudley
231-534-7216
Ruth.Dudley@gtb-nsn.gov

THE GRAND TRAVERSE BAND ANNOUNCES \$793,663.69 IN LOCAL 2% FUNDS
Organizations Receive Funds via Tribe's Twice Per Year 2 Percent Allocation

PESHAWBESTOWN, MICHIGAN, FEBRUARY 22, 2022 – The Grand Traverse Band of Ottawa and Chippewa Indians is pleased to announce the distribution of \$793,663.69 of gaming revenue allocation to local units of government. The dollars have been allocated for 46 local applicants as part of the Tribe's "two percent allocation," which takes place twice per year.

Under the terms of a consent decree settling *Tribes v. Engler* (Case no. 1:90-CV-611, U.S. District Court, Western District Michigan), the Grand Traverse Band allocates two percent of its video gaming revenue to local units of government, as defined in the stipulation, no later than 60 days after October 1st and March 31st of each year. This payment schedule was modified with the consent of the state of Michigan to July 31st and January 31st of each year because the fiscal year of the Grand Traverse Band's gaming operation is calendar-based.

Since the two percent allocation began in 1994, the Grand Traverse Band has allocated **\$43,691,567.62** to local organizations.

"The test for determining the distribution standards, as outlined in *Tribes v. Engler* are: "Each tribe shall determine which local unit or units of government shall receive payments and the amounts thereof; provided however, the guidelines governing the tribes in making said determinations shall be based upon compensating said local units of government for governmental services provided to the tribes and for impacts associated with the existence and location of the tribal casino in its vicinity; and provided further, however...each local unit of government shall receive no less than an amount equivalent to its share of ad valorem property taxes..."

For this 2% cycle, the Tribal Council voted to determine which organizations would receive allocations. Of the 47 applications received, totaling \$906,199.03 in requests, the Tribal Council awarded 46 applicants for a total of \$793,663.69.

The Grand Traverse Band will make its decision regarding the first-half 2022 two percent allocation in July 2022.

It is with great pleasure that the Grand Traverse Band of Ottawa and Chippewa Indians is able to provide all citizens of Northern Michigan with these services that are furnished solely by gaming revenues.

SECOND HALF 2021 2% AWARD LIST

NAME OF APPLICANT (Alphabetical)	AMOUNT
<p><u>Gov't to Gov't Agreement – Benzie County</u></p> <p>Prisoner Housing Contract</p>	\$19,162.50
<p><u>Gov't to Gov't Agreement – Charlevoix County</u></p> <p>Prisoner Housing Contract</p>	\$12,775.00
<p><u>Gov't to Gov't Agreement – Leelanau County</u></p> <p>Prisoner Housing Contract</p>	\$63,875.00
<p><u>Acme Township</u></p> <p>Funding for TART Trails to provide critical transportation and recreational connections by constructing 1.8 miles of non-motorized trail in Acme Township as part of a larger effort to connect Traverse City and Charlevoix with Nakwema Trailway. This project will connect the current trail network to the neighborhoods, business and parks in Acme Township.</p>	\$25,000.00
<p><u>Almira Township</u></p> <p>Funding to Horse North Rescue (HNR) for a hay/farrier fund that provides the basic staples that every horse needs to rehabilitate. The calls from animal control are for very neglected animals requiring basic care. HNR provides education and resources to owners and rehabilitation, re-training, and re-homing to at risk horses, and they provide horses with shelters, fencing, feed, hay, veterinary and farrier care and re-training.</p>	\$8,000.00
<p><u>Benzie County</u></p> <p>Funding for Benzie Area Christian Neighbors (BACN), which provides low income residents of Benzie and Manistee with assistance for food, utilities, transportation, medical care and housing assistance. BACN can assist working families whose incomes are too high for them to qualify for food stamps or other forms of assistance. In BACN's service area over 56% of children qualify for free/reduced lunch. BACN partners with Benzie Senior Resources to provide supplemental food to area senior citizens, the fastest growing segment of the area's population among other programs that service the needy.</p>	\$15,000.00
<p><u>Benzie County Office of Emergency Management</u></p>	\$7,660.77

SECOND HALF 2021 2% AWARD LIST

<p>Funding for the Amateur Radio Emergency Services/Radio Amateur Civil Emergency Services (RACES), which is emergency communications equipment that is due for replacement. The RACES repeater and duplexer provides hospital to hospital to Emergency Operations Center to State Emergency Operations Center communications take place - these are paramount during a disaster. Using the LAN with Wifi will link the system to other RACES repeaters in the county and are required to work to complete its functionality; the mobile radios complete the transmission to the end user.</p>	
<p><u>Benzie County Office of Emergency Management</u></p> <p>Funding for the Benzie County Community Emergency Response Team (CERT) to provide updated Heart Saver CPR and First Aid training for approximately 25 CERT volunteers or for those who do not need the whole course of CPR refresher course for approximately 5 CERT volunteers. Additionally, they will be purchasing first aid and first responder equipment that is needed, or in need of replacement, including radio batteries, kits and supplies, and headlamps.</p>	<p align="right">\$6,187.02</p>
<p><u>Benzonia Township</u></p> <p>Funding for the Benzonia Township Fire Department (BTFD) to purchase two Scott Rit Pak 3 with 60-minute cylinders. Currently, the BTFD does not have Rit Paks available to use for the rescue of firefighters and civilians who have run out of air to breathe or running low on air while inside a burning structure. The funding would allow BTFD to equip Rit Paks per fire engine that the department has in service for the community and could be used to include their neighboring mutual aid departments as well.</p>	<p align="right">\$8,877.24</p>
<p><u>Bingham Township</u></p> <p>Funding for the Parks and Recreation to engage the Child and Family Services Youth Work Conservation Corps to perform much needed improvements and maintenance at community parks. At Groesser Park, Youth Work would continue to clear the site and make improvements to allow for passive use and making it available to kayakers and standup paddle board users to launch their watercraft. Youth Work will also continue to make improvements at the Township's other two parks identified as Bingham Park on Lake Leelanau and Boughey Park on West Grand Traverse Bay. Youth Work's crews will assist the Township by repairing, cleaning headstones, and maintaining the two township cemeteries, Maple Grove and Bingham.</p>	<p align="right">\$16,000.00</p>
<p><u>City of Charlevoix</u></p> <p>Funding for Joppa House Ministries for staff and volunteers to continue to provide for resident needs such as food, clothing, drug testing, auto expenses,</p>	<p align="right">\$21,500.00</p>

SECOND HALF 2021 2% AWARD LIST

<p>house operational expenses, medical needs, utilities, curriculum and resident activities for the transitional housing that is important for women working to recover from addictions. Their recovery residences provide a clean, safe and supportive environment to develop healthy habits, life skills, and learn the value of a daily routine that is free from drug and alcohol use.</p>	
<p><u>East Bay Charter Township</u></p> <p>East Bay Charter Township operates a third service: Advanced Life Support Ambulance. Funding to purchase a Stryker Power-load cot system and new Stryker power cot for their new ambulance. Due to a substantial loss in revenues because of Covid-19, this purchase will continue to promote safety of staff with lower risk of back injuries and care for the patients being transported by this ambulance service in time of need.</p>	<p align="right">\$43,378.24</p>
<p><u>East Jordan Public Schools</u></p> <p>Funding for the GardeNature/Gitigaan Classroom Connections' program at East Jordan Elementary School to revitalize the greenhouse, install a Hoop House to promote year-round growing, purchase compost equipment and improve their outdoor garden space and purchase deer fencing. Additionally, funding will add bilingual (Anishinaabemowin/English) signage to the garden to educate elementary students about the different plants they are growing and create an interactive experience, in collaboration with the welding class to create these signs. Funding to also purchase native plant seeds and starts, improve irrigation to the garden and install a tool shed to store equipment.</p>	<p align="right">\$15,000.00</p>
<p><u>Elk Rapids High School</u></p> <p>Funding for an event for the class of 2022 Elk Rapids High School and Sunrise Academy graduating seniors. They have secured four venues for graduation night as well as busing to get graduates to each venue. The activities planned will keep everyone safe and busy during this drug- and alcohol-free night.</p>	<p align="right">\$4,200.00</p>
<p><u>Village of Ellsworth Police Dept.</u></p> <p>Funding to purchase a rifle, shotgun and AED for the police department. They currently don't have a rifle or shotgun, and their AED is an extremely older model and may not work.</p>	<p align="right">\$2,000.00</p>
<p><u>Fife Lake Area Emergency Services Authority</u></p> <p>Funding to purchase new e-hydraulic tool system that will include a Flexvolt battery system for a spreader, cutter, needed in many extrication procedures, which will bring us into compliance with NFPA standard 1670. Fire</p>	<p align="right">\$18,120.64</p>

SECOND HALF 2021 2% AWARD LIST

<p>Departments have evolved from an organization focused not only on firefighting, to one that includes other critical services, such as emergency medical services, vehicle extrication, tactical water rescue, high angle hazardous materials response, confined space/trench rescues, building inspections, fire code enforcement, and public education.</p>	
<p><u>Forest Area Community Schools</u></p> <p>Funding for Youth Work to develop a year-round program for Forest Area Youth Work members to teach geomorphology in the field through their work to improve stream flow, open navigation and improve fish habitat. Youth Work has identified Fife Lake youth as a priority population.</p>	<p align="center">\$10,000.00</p>
<p><u>Grand Traverse County</u></p> <p>Funding to Conservation Resource Alliance for continued support for the regional River Care Program. The 2022 River Care Workplan includes 30 projects targeting 17 key watersheds (including 4 new watersheds since 2021). An immediate crucial area of need is the Broomhead Road crossing on the north branch of the Ottaway River slated for construction in 2022, and a Mitchell Creek stream survey.</p>	<p align="center">\$30,000.00</p>
<p><u>Grand Traverse Metro Fire Department</u></p> <p>Funding to purchase lifesaving emergency response equipment for technical rescue capabilities. GTMDF is the region's recognized leader in the discipline of special operations. Special Operations consist of land/sea search and rescue, hazardous materials response/containment/confinement, and technical rescue. Technical rescue consists of confined space rescue, high/low rope rescue, trench rescue, collapse, and machine rescue. This equipment is spread out over a rescue vehicle as well as two (2) trailers. GTMFD currently has a trailer in its inventory that can be utilized to consolidate the special operations equipment into one space. They are requesting 2% funding to retrofit the trailer by purchasing and fabricating shelves and workspace for the technical rescue equipment. Funds will also be used to purchase equipment that will be used for rope rescue, confined space, and trench rescues.</p>	<p align="center">\$21,159.00</p>
<p><u>Green Lake Township Emergency Services</u></p> <p>In May of 2021 Green Lake Township Emergency Services (GLTES) established a drone program; this drone can be utilized as a reconnaissance platform for water rescue, ice rescue, wildland fires, structure fires and hazardous situations. Funding to purchase a FLIR thermal imaging and low light camera, which will allow for greater utilization during nighttime search and rescue operations as well as better detection of hotspots in wildland and structural fire situations. This funding will cover the purchase price and</p>	<p align="center">\$10,005.99</p>

SECOND HALF 2021 2% AWARD LIST

<p>shipping and GLTES will install the camera and conduct additional training for all of our staff.</p>	
<p><u>Kingsley Public Schools</u></p> <p>Funding for the Kingsley High School (KPS) Project Graduation 2022. Project Graduation and its board members are committed to providing a safe and fun all-night event for our 120+ member class. This will be a free event for all graduating students to enjoy, immediately following the 2022 graduation ceremonies. KPS will provide safe, supervised activities, transportation by bus, refreshments, and special gifts for every student who participates.</p>	<p align="right">\$7,500.00</p>
<p><u>Lake Charlevoix EMS Authority</u></p> <p>Funding to replace outdated mechanical ventilators that are 15+ years old and lack the required technology for today's medical requirements. Transport ventilators provide ventilatory support for patients who cannot breathe on their own, or who require assistance maintaining adequate ventilation because of illness, trauma, congenital defects, or the effects of drugs (e.g., anesthetics). The goal is to acquire new transport ventilators for placement on their two ambulances. This includes education and training for staff to support their use in the field.</p>	<p align="right">\$13,778.00</p>
<p><u>Leelanau County</u></p> <p>Funding to the Leelanau County Solid Waste Council for recycling project to remove abandoned scrap tires from back yards, fields, barns, buildings, ditches to help decrease fire hazards and potential air contamination from fires, decrease diseases carried by mosquitoes which are attracted to standing water in the tires, protect ground and surface water, and improve the aesthetics of county properties.</p>	<p align="right">\$10,000.00</p>
<p><u>Leelanau County</u></p> <p>Funding to the Leelanau County Solid Waste Council to hold its first mattress cleanup event in 2022 (similar to the 2019-2021 tire collections). There are a large number of mattresses abandoned or stored in homes/barns in the county that can be collected and recycled. Leelanau County will bid out this work and contract for collection and loading of mattresses and hauling to a mattress recycler, and will manage the promotion and participation of the event.</p>	<p align="right">\$6,000.00</p>
<p><u>Leelanau County</u></p> <p>Funding to Leelanau Christian Neighbors for two programs that have a major impact on families with seniors: a Food Pantry, and the Neighborhood</p>	<p align="right">\$20,000.00</p>

SECOND HALF 2021 2% AWARD LIST

<p>Assistance Ministry which provides emergency funding to seniors which may allow seniors to continue living in their home.</p>	
<p><u>Leelanau County</u></p> <p>Funding to the Leelanau County Sheriff’s Office to purchase a TruNarc Handheld Narcotics Analyzer - this unit tests for almost 500 substances including narcotics, stimulants, depressants, hallucinogens and analgesics. This type of unit has become the industry standard and is widely used by surrounding counties and agencies. This request includes on-site training for up to 12 students.</p>	<p align="right">\$32,870.00</p>
<p><u>Leelanau County</u></p> <p>Funding to the 13th Judicial Circuit Court to continue support of the Safe Haven program, which provides safety and security to children and at-risk parents in situations of domestic violence and high conflict. The program provides supervised visits for parents who require supervision due to legal decisions and provides a safe place for custodial parents to exchange children without having to interact with each other. It also provides education and support services.</p>	<p align="right">\$5,000.00</p>
<p><u>Leelanau County Fire Chief's Association</u></p> <p>Funding to purchase 28 sets of PPEs to outfit each fire department in Leelanau County. PPE sets will include ballistic vest and plates, helmet, equipment carriers, and assorted needed medical supplies such as tourniquets, chest seals, trauma bandages, and other assorted equipment designed to assist with rapid care. The sets are to be distributed among the Leelanau County fire departments, all which provide initial medical care, with a maximum of four sets per department.</p>	<p align="right">\$54,656.00</p>
<p><u>Leelanau Montessori Public School Academy</u></p> <p>Funding for an expanded land-based learning program using local and cultural resources to help reconnect all community members to the natural world and themselves. LMPSA will support nature appreciation, well-being of self and shared community through the use of the 8 Shield methodology that includes music, storytelling, indigenous wisdom, exploration, reflection and routines outdoors. The school will offer curriculum for regular periods of study and exploration. Teacher training and teach-ins will expand the capacity of our current staff while community mentors will serve to add and enrich the connections and culture inherent within land stewardship and nature appreciation.</p>	<p align="right">\$12,193.02</p>
<p><u>Milton Township Fire Department</u></p>	<p align="right">\$13,566.00</p>

SECOND HALF 2021 2% AWARD LIST

<p>Funding to purchase a Holmatro battery powered Pentheon Telescopic Ram to be used for the safe and quick extrication of patients from vehicle crashes or farming accidents. Also requesting two batteries, a battery charger, charging cord, sharp edge protection covers and an extension pipe. A battery powered telescopic Ram will reduce the time it takes to set up and extract a patient who is pinned or trapped in a vehicle. The addition of a battery powered Ram would round out our extrication tools making all three primary tools battery operated. If a Ram is needed for extrication, we currently have to set up a pump and hydraulic lines to conduct extrication on a vehicle.</p>	
<p><u>Northwest Education Services</u></p> <p>Funding for Michael's Place for programs of Trauma, Childhood Bereavement, and Supporting Regional Youth. The children and youth Michael's Place serves are vulnerable and looking to adults to support and mentor them through emotional crisis particularly when dealing with the death of someone significant in their lives. The funds requested would support initiatives invested in by members of the Traverse City Impact 100 group, a collective of women committed to transformational funding of important work in the community. The initiative engages partner organizations and mobilizes community support by replicating proven national models in an evidence-based approach to address the rising need for grief support programs, most importantly when the grief is complicated by loss due to suicide.</p>	<p align="right">\$10,800.00</p>
<p><u>Northwest Education Services</u></p> <p>Funding for the Great Lakes Children’s Museum to match funding from the Michigan Humanities, an affiliate of the National Endowment for the Humanities, for the "I See You: Through the Eyes of a Child" project. They’ve convened a team of four local artists of Native American heritage who are excited to collaborate as thought partners on this experience. Funding will enable them to pay stipends for the creation of each artwork and the conversation with the live and Zoom audience. Additional funds will be used for audio recording and playback equipment.</p>	<p align="right">\$15,000.00</p>
<p><u>Northwest Education Services</u></p> <p>Funding to support Youth Peacebuilders Clubs to leverage and generate large community impact through the projects the members implement. Young Peacebuilders Clubs are one of the best opportunities to leverage investment for greater and lasting impact. In order to embrace the role of a positive change-agent, middle and high school students need opportunities to confront challenges and conflicts in a nurturing environment that fosters prosocial leadership, teamwork, and skills for positive conflict transformation.</p>	<p align="right">\$25,000.00</p>

SECOND HALF 2021 2% AWARD LIST

<p><u>Northwest Education Services</u></p> <p>Funding to support the Child and Family Services' Youth Work program in working with students from Northwest Education Services ACE Program and Transition Center. These funds will support the at-risk youth and young adult Corps members that will work on a variety of conservation, light construction and recycling for Bay Area Recycling for Charities, the Grand Traverse Conservation District, and the National Park Service, and many others. The Northwest Education Services Career-Tech Center is a secondary career and technical education school serving nineteen high schools and 1,100 students in the five-county Grand Traverse area. Training is provided for immediate job placement, preparation for college, or military service.</p>	<p align="right">\$10,000.00</p>
<p><u>Northwestern Michigan College</u></p> <p>Funding to continue providing academic, social, and community support services to the Native student population and community, both in person and virtually. NMC recognizes the need for the continuation of Native American student support services through NMC, and their goal is to continue to improve retention and course completion rates for Native American students at NMC during this difficult time.</p>	<p align="right">\$36,886.00</p>
<p><u>Northwest Regional Fire Training Center</u></p> <p>Funding to purchase much needed tools to be used at the training center. Requested tools: 5" hose; nozzles; Ktool; Otool; gas fan; ladder; pike poles; hook; appliances; chain saw; rotary; and water can. The Northwest Regional Fire Training Center is a regional training center in Traverse City. This regional center trains firefighters from the region. We were formed by a governmental agreement between the city of Traverse City, Grand Traverse Metro, Blair Township, Long Lake Township, and Peninsula Townships.</p>	<p align="right">\$10,908.00</p>
<p><u>Paradise Emergency Services</u></p> <p>Funding to replace extrication tools fixed to a responding engine. The next closest set of portable tools would come from Blair Township Emergency Services and are between 10 and 25 minutes away, depending on location of the incident. The Holmotro electric cutter has multiple uses, and mobility will be a monumental tool. Requested tools: cutter; batter; battery charger; and charging cord.</p>	<p align="right">\$14,634.00</p>
<p><u>Peninsula Township Fire Department</u></p> <p>Funding to purchase two thermal imaging cameras. Thermal imaging cameras have been one of the greatest technological advances in the fire service to date.</p>	<p align="right">\$17,000.00</p>

SECOND HALF 2021 2% AWARD LIST

<p>The abilities of these devices have had a great effect on many departments across the country in their ability to save lives.</p>	
<p><u>Peninsula Township Fire Department</u></p> <p>Funding to purchase an airbag lifting system for extrication during motor vehicle accidents and structural collapses. Airbags are used to lift heavy objects when there is limited space. These bags are used for vehicle and machine extrications as well as structural collapses. The ability of these airbags gives the fire department another tool to use in emergency calls and provide a greater stability as compared to current tools such as bottle jacks. The airbag's ability to lift multiple tons of weight with limit access could be the difference in life and death.</p>	<p align="right">\$3,850.00</p>
<p><u>South Torch Lake Fire Department</u></p> <p>Funding to purchase one Lucas 3 automatic chest compression device for delivering cardio pulmonary resuscitation (CPR). The device reduces the number of medical responders needed to initiate and continue quality CPR. The Lucas 3 provides for better blood flow to the heart and brain. The device reduces the risk of CPR related injuries and exposures to medical first responders. The STLFD will be responsible for all future service, maintenance, and replacement parts to keep the Lucas 3 in great working condition.</p>	<p align="right">\$13,600.00</p>
<p><u>Suttons Bay Public Schools</u></p> <p>Funding for the Friendship Community Center's Leelanau Investing for Teens (LIFT) program, which supports local youth in their development of social and emotional skills to prepare them for adulthood and future responsibilities in the workplace. The purpose of this project is to renovate and refurbish the meeting space used by LIFT's youth programs. One of the major issues identified is mold prevention, remediation, and waterproofing of the basement, which entails replacement of wall coverings and replacement of donated/used and worn furniture items that have supported the non-profit youth organization since 2017.</p>	<p align="right">\$22,039.00</p>
<p><u>Suttons Bay Public Schools</u></p> <p>Funding to Bike Leelanau to install a professionally designed and built pump track at Herman Park in Suttons Bay. Suttons Bay Schools, Suttons Bay businesses and Norte support the project, and Norte sponsors "After School Adventure Bike Club" each spring and fall in Suttons Bay for youth in 4th grade and up. Norte offers scholarship assistance, helps students learn basic bike repair and maintenance skills, bike safe skills, and promotes a healthy lifestyle to youth. By creating a pump track directly across from SBPS, they will be able to expand their program to include younger students. Since a pump</p>	<p align="right">\$20,000.00</p>

SECOND HALF 2021 2% AWARD LIST

<p>track is safe for users from the age of 2, it is an ideal place for the development of physical mobility of children.</p>	
<p><u>Traverse Area District Library</u></p> <p>Funding for three projects. 1) Install a land acknowledgment sign in their children's garden area - this permanent sign would be transparent so that readers could see the lake and scenery through the acknowledgment. 2) Incorporate Indigenous artwork into their 2022 summer reading program events, including shirts for all participant (children and adults). The 2022 theme is Oceanography/Fresh Water and they would use Indigenous representations of water creatures in their shirt design. The shirts would be free for all summer reading program participants. 3) Fund the base of an Indigenous book/material collection for their new bookmobile. They anticipate the bookmobile will be on the road in 2022, and will include language-specific Anishinaabemowin library cards.</p>	<p align="right">\$20,000.00</p>
<p><u>Traverse City Fire Department</u></p> <p>Funding to purchase a Lucas System to place on their new Engine 01 that will be coming to Fire Station 01 in December. This purchase will allow them to have one unit on each of their Engines and provide the community with a greater chance for life saving when used by their firefighters/paramedics.</p>	<p align="right">\$17,482.27</p>
<p><u>Village of Central Lake - Police Dept.</u></p> <p>Funding to purchase two new AEDs for both of their patrol units, which will provide additional safety to residents and visitors of Central Lake. Due to limited local/state funding this equipment is unobtainable at this time and currently has only one on loan. The new AEDs will be used for the next 8-10 years.</p>	<p align="right">\$3,000.00</p>
<p><u>Whitewater Township Fire Department</u></p> <p>Funding to purchase a Self-Contained Breathing Apparatus (SCBA) air compressor to their existing cascade system. A SCBA air compressor is essential equipment for a fire department that enables firefighters to refill SCBA air bottles during firefighting and hazardous condition activity. This new equipment will bring the WTFD into voluntary compliance with NFPA and OSHA respiratory protection regulation. Their goal is to provide equipment and manpower at all times to protect Whitewater Township and all of their mutual aid partners in Grand Traverse, Antrim, Leelanau and Kalkaska counties.</p>	<p align="right">\$20,000.00</p>
<p>TOTAL AWARDED:</p>	<p align="right">\$793,663.69</p>