

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 9, 2021, at 9:00 a.m. Due to COVID-19, this session will be held virtually via Zoom, and in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan

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

If you would like to provide comment during the meeting, please watch the livestreamed video, and call in during one of the two public comment portions on the agenda, to **231-256-8109**. There will be no queue, and calls will be taken in the order they are received. Emailed comments are also welcomed prior to the meeting, and can be addressed to clerk@leelanau.gov

(Please silence any unnecessary cellular/electronic devices)

(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.)

AMENDED TENTATIVE AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE

ROLL CALL

APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS

PUBLIC COMMENT

COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:

PAGE #

- Administrator Update
- Bay Area Transportation Authority (BATA) Update *(under separate cover)*
- Board of Public Works Update
- Leland Dam Authority Update *(no attachment)* 2-13

ACTION ITEMS

1. Mutual Aid Agreement with the National Park Service –
 - a. Dispatch Services. 14-22
 - b. Sheriff’s Office. 23-32
2. Oak Wilt Blight Update, *Commissioner Wessell.* 33-37
3. Emergency Management –
 - a. Potential Renewal of 9-1-1 Surcharge. 38-39
 - b. Dispatcher Vacancy. 40
4. Planning/Community Development – 2021 Scrap Tire Grant Application. 41-49
5. Parks and Recreation Recommendation – Contract with Savin Lake Services, Pond Weed Eradication. 50-53
6. Prosecuting Attorney – Assistant Prosecuting Attorney, Proposed Salary Adjustment. 54-61
7. Senior Services –
 - a. Contract with Leelanau Christian Neighbors. 62
 - b. Acceptance of Area Agency on Aging of Northwest Michigan Donation, MIPPA Project. 63
8. Septic Records Pilot Program Update.
9. Electronic/Cellular Device Etiquette Policy. 64-65
- 10. Virus Resolution, *Commissioner Bunek.* 66**
11. Administration –
 - a. Benzie/Leelanau District Health Department Funding Options.
 - b. Corporate Counsel Contract Discussion – Renewal Options.
 - c. Commissioner Replacement iPad Options.
 - d. Anti-Bias Training Update/Options.

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

DAM AUTHORITY

for calendar year..

2020

(BUILT 2005-2006.....APPROX. \$1M)

LAKE LEVEL RECORDINGS *-NOW IN OPERATION-*

- 3 CABINETS AND SENSORS INSTALLED
- ALL ARE ON SOLAR
- LOCATED AT: DAM, NARROWS,
BIRCHPOINT (S. LAKE)
(Worked fine all year)

--NARROWS--
Note Solar Panel



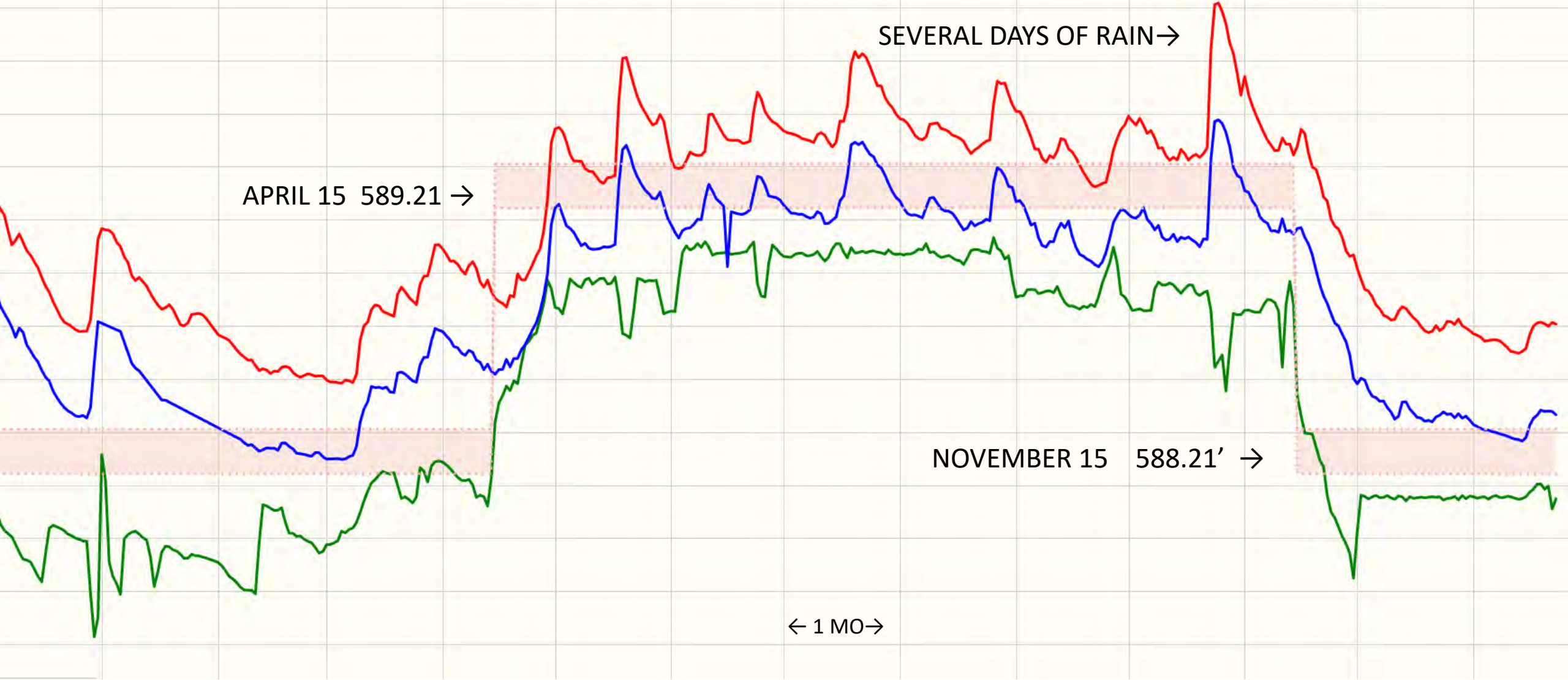
DATA GATHERING

- FOUR FULL YEARS OF DATA NOW
- PROGRAM IS WORKING FINE
- HELPS US MONITOR SYSTEM
- INFO IS AVAILABLE(Hourly..Daily..Trends..Etc.)
(**ANYONE** can now view it!)

WATER LEVEL SURVEYS

- SURVEYS AND VERIFICATONS COMPLETED
- SET NEW STAKE & GAGE ON NORTH END
(used to verify the level of north lake to reading at narrows.....consistently within 1 inch !!)

LAKE LEELANAU LEVELS FOR 2020



RED = SOUTH LAKE

BLUE = NARROWS

GREEN = DAM

SHADED = COURT ORDER

DAM CONTROLS

REMOVED OLD & INSTALLED NEW

- were obsolete..no longer available
- were serviced by a remote company
- nothing was automatic

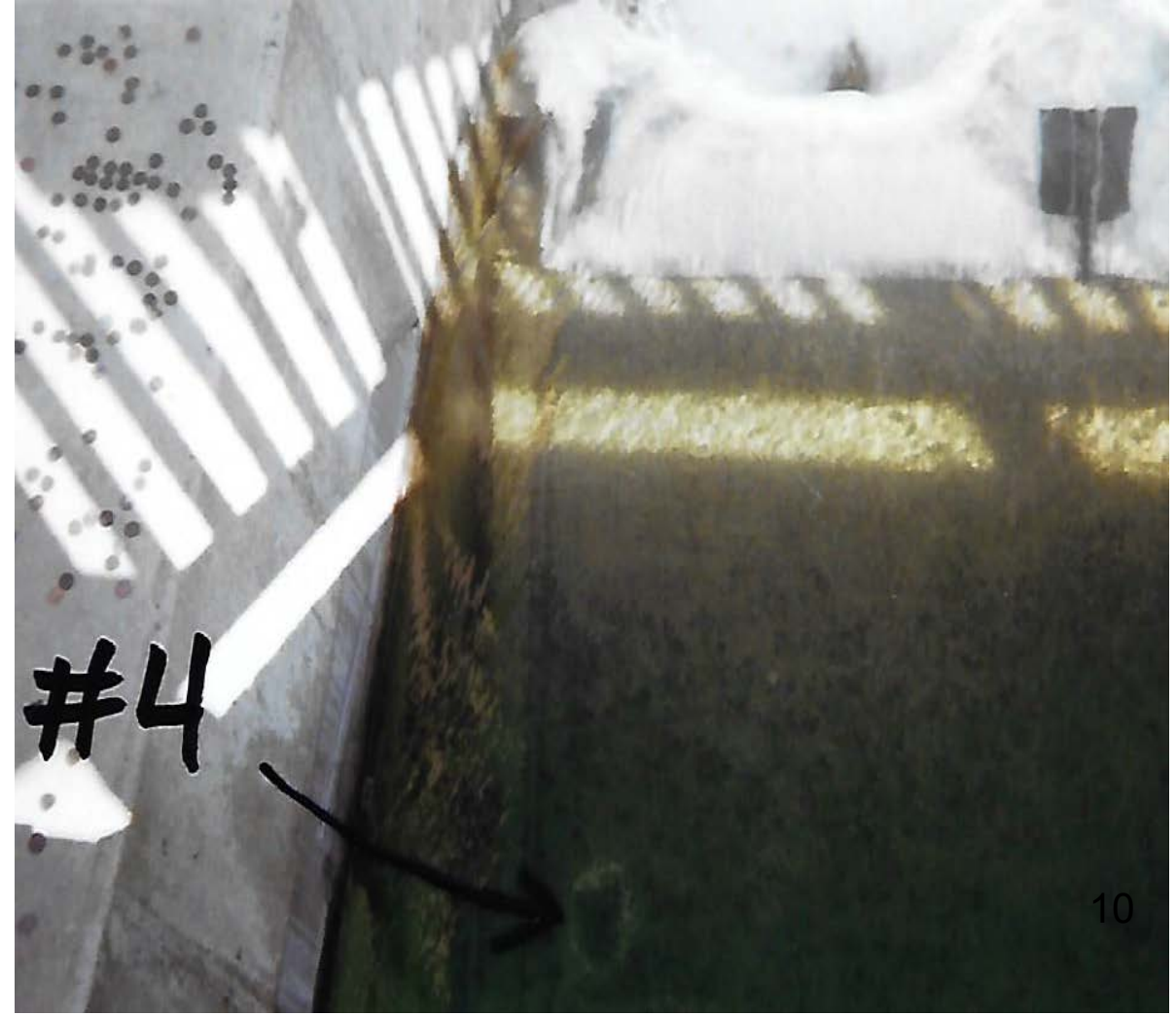
COMPLETED 2020

DAM INSPECTION (under water and main)



COMPLETED 2020

DAM GATE INSPECTION (under water-upstream)



COMPLETED 2020

FLOOD WALL, STEPS & SUMP



NEED TO DO LIST *(for 2021)*

- VERIFY GAUGE AT NARROWS BRIDGE—
- CALIBRATE SENSORS
- INSTALL SAFETY BRACE (in progress)



SAFETY BRACE WILL BE INSTALLED BETWEEN ARMS & CYLINDER WALL

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 03/09/2021
Source Selection Method	VENDOR: <u>US Department of Interior - NPS</u> Address/ Phone: _____
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Interagency Agreement</u> Account Number (Funds to come from): _____	

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

Request to Waive Board Policy on Bid Requirements

The Sleeping Bear Dunes National Lakeshore is seeking to extend a General Agreement between the Leelanau County Dispatch Center and National Park Service. The attached General Agreement outlines the procedures that have been performed by both parties since before the initial Agreement was signed in 2016. The document is set to expire after 5 years and will need to be renewed no later than 2026.

The General Agreement formalizes Law Enforcement Rangers from the National Park Service to be dispatched to calls for service in the same way as every other law enforcement agency in the County and authorizes them to respond as mutual aid to our local jurisdictions. The National Park Service Rangers have specialized training and equipment that allows them to be a valuable asset in responding to both law enforcement and fire complaints.

The General Agreement requires signatures from the Regional Director of the Department of Interior, Sleeping Bear Dunes National Lakeshore Superintendent as well as the Leelanau County Board Chairman and Emergency Management/9-1-1 Director.

The County's Corporate Counsel, Cohl, Stoker, and Toskey, has reviewed the attached agreement.

Suggested Recommendation: Motion to recommend that the Board of Commissioners allow the Board Chairman and Director of Emergency Management/9-1-1 to sign a General Agreement with the Sleeping Bear Dunes National Lakeshore to continue professional services being performed between the Leelanau County Dispatch Center and National Park Service. +

Department Head Approval:  Matt Ansorge
 2021.02.19 10:47:09 -05'00' Date: 02/19/2021

**General Agreement
between
The United States Department of the Interior
National Park Service
and
Leelanau County Dispatch
Michigan**

This agreement is entered into by and between the National Park Service (hereinafter “NPS”), United States Department of the Interior, acting through the Superintendent of Sleeping Bear Dunes National Lakeshore (hereinafter “SLBE”), and Leelanau County Dispatch (hereinafter “LCD”), Michigan, acting through its Emergency Manager.

ARTICLE I - BACKGROUND AND OBJECTIVES

The objective of this agreement is to establish the terms and conditions under which the parties will coordinate dispatch and communication services. SLBE has concurrent jurisdiction on NPS lands in Leelanau County, and therefore share a common interest with Leelanau County Emergency Services.

Both agencies recognize that the most effective method to respond to emergencies and other incidents affecting the safety and welfare of citizens, property, and resources is through cooperative efforts. Accordingly, the NPS and the LCD do hereby enter into an agreement to coordinate dispatch and communication services to maintain public safety and welfare on lands and waters within and surrounding SLBE, as both parties can mutually benefit from the expertise and resources of their respective agencies.

ARTICLE II - AUTHORITY

Title 54 U.S.C. § 102712 authorizes the Secretary of the Interior, acting through the NPS, and administrators of SLBE pursuant to Public Law 91-479, to render emergency assistance to visitors within areas of the National Park System.

Title 54 U.S.C. § 102711 authorizes the Secretary of the Interior to render “emergency rescue, fire fighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the National Park System.”

Title 54 U.S.C. § 102701 authorizes the Secretary of the Interior “to designate certain officers or employees of the Department of the Interior who shall maintain law and order and protect persons and property within System units.”

Michigan Constitution, Article III Section 5 authorizes the LCD to enter into agreements with the United States for the performance or execution of their respective functions.

The scope of this agreement is defined by the authorities identified herein.

ARTICLE III - STATEMENT OF WORK

A. The LCD agrees to:

1. Provide 24/7 dispatch services to the Visitor and Resource Protection Division (VRP) of SLBE
 - a. Service will be provided in a manner consistent with other law enforcement agencies being served by LCD.
 - b. Upon request from SLBE Rangers, will provide registration, license, wants, warrants, criminal histories, and other applicable information for law enforcement purposes.
 - c. LCD will share Be On The Look Out (BOLO), Attempt to Locate (ATL), and other emergency notifications for officer and public safety purposes.
 - d. LCD will track when SLBE Rangers check in and out of service and will provide status checks when they are engaged in law enforcement contacts or other high-risk activity according to LCD protocol.
 - e. LCD will attempt to contact a SLBE Ranger by radio or phone in the event of an emergency or incident occurring within the boundaries of SLBE.
2. LCD grants permission for the VRP Division at SLBE to utilize county owned talkgroups on the 800 MHz radio system.
 - a. Radio usage will be for law enforcement, emergency services, and official business only.
 - b. The primary authorized talkgroups are listed below. Other talkgroups will be used less frequently during special events or other mutual aid response.
 - 45P911 (Primary Law Enforcement talkgroup)
 - 45LEIN (Secondary Law Enforcement talkgroup)
 - 45COM (General Communication talkgroup)
3. LCD will provide limited dispatch services to non-law enforcement employees in the event of an emergency.
 - a. LCD will provide tracking for non-law enforcement employees in the event of an emergency.
 - b. Non-law enforcement employees at SLBE will contact LCD via 45COM.

B. The NPS agrees to:

1. SLBE grants permission for LCD to utilize NPS owned talkgroups on the 800 MHz radio system.
 - a. Radio usage will be for law enforcement, emergency services, and official business only.
 - b. The primary authorized talkgroups are listed below. Other talkgroups will be used less frequently during special events or other mutual aid response.

- SLBE LE (law enforcement communications)
- SLBE COM (general park traffic)
- SLBE ICS (emergency incident talkgroup)

2. SLBE will provide LCD with the following:
 - a. SLBE will provide LCD with a list of radio call numbers and phone numbers for employees on a regular basis.
 - b. SLBE will develop a radio communications policy that is consistent with LCD operations. The policy will be designed to minimize conflict or confusion associated with dispatchers coordinating communications between multiple agencies.
 - c. SLBE LE Rangers will share relevant information with Leelanau County emergency response agencies for investigative purposes and provide mutual aid as allowed by law and current general agreements.

C. Both Parties further agree:

1. LCD shall not be used as a point of contact for SLBE routine administrative business and shall not be used as a call center to respond to visitor inquiries.
2. NPS Personnel rendering dispatch and communication assistance to outside agencies pursuant this agreement shall be deemed to be acting within the scope of their Federal employment. Under no circumstances shall NPS personnel be deemed to be “borrowed servants” of the other agencies.
3. NPS personnel rendering assistance to other agencies pursuant to this agreement shall wear the official NPS uniform or NPS required personal protective equipment, and shall remain under the authority and command of NPS supervisors; shall be subject to the laws, regulations, and policies of the NPS and of the United States; and shall not receive any monetary compensation from any source other than the NPS.
4. Each party shall bear its own costs for furnishing services under this Agreement, and neither party shall claim reimbursement for those costs from the other.
5. To the extent authorized by applicable law, each party hereby waives any and all claims, demands, and causes of action against the other party and its employees, and releases the other party and its employees from any and all liability, arising out of or resulting from activities under this Agreement. Each party shall be solely responsible for any and all claims, demands, and causes of action filed by third parties arising out of or resulting from the activities of its employees under this Agreement, including, but not limited to, the costs of investigating and defending against such claims, demands, and causes of action and the costs of paying any compromise settlements, judgments, assessed costs, or fees (including attorney’s fees).
6. The parties shall coordinate all public information releases about emergency response incidents and other matters involving both parties. No public information release by one party shall refer to the other party or to any employee of the other party (by name or otherwise) without the other party’s prior approval. Each party agrees not to comment to the

media on incidents that occur in the other party's jurisdiction. All media inquiries will be directed to the respective agency's information officer or designee.

7. The parties will exercise their best efforts to perform their responsibilities under this agreement in a timely and professional manner. However, nothing in this agreement is intended to restrict either party's lawful discretion to act (or not to act) in the manner it deems most appropriate in a particular situation.

ARTICLE IV - TERM OF AGREEMENT

This agreement shall be effective for a period of five years from the date of the final signature, unless it is terminated earlier by one of the parties pursuant to Article IX that follows. At the conclusion of that five-year term, this agreement may be extended or renewed by written agreement of the parties.

ARTICLE V - KEY OFFICIALS

- A. **Key officials** are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

Superintendent
Sleeping Bear Dunes National Lakeshore
9922 W. Front Street
Empire, MI 49630

Chief Ranger
Sleeping Bear Dunes National Lakeshore
9922 W. Front Street
Empire, MI 49630

2. **For Leelanau County Dispatch:**

Leelanau County Emergency Manager
8527 E. Government Center Drive
Suttons Bay, MI 49682

Leelanau County Administrator
8527 E. Government Center Drive
Suttons Bay, MI 49682

- B. **Communications** – The LCD will address any communication regarding this agreement to the Superintendent or his/her designee. The NPS will address any communication regarding this agreement to the Leelanau County Emergency Manager or his/her designee.
 - C. **Changes in Key Officials** – Neither the NPS nor the LCD may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the

impact of such a change on the scope of work specified within this agreement. Any permanent change in key officials will be made only by modification to this agreement.

ARTICLE VI - FUNDING

Funds will not be exchanged under this agreement. In-kind services will be exchanged as set forth in Article III.

ARTICLE VII - REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties. To the extent authorized by law, any documents or data exchanged between the parties to this agreement will not be released to a third party unless the designated key official of the party that generated the document or data, or his/her representative concurs that release is appropriate.

ARTICLE VIII - PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to the LCD during the performance of this agreement will be used and disposed of as set forth in NPS property management regulations.

ARTICLE IX - MODIFICATION AND TERMINATION

- A. This agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE X - STANDARD CLAUSES

A. Non-Discrimination

All activities pursuant this agreement and the provisions of Executive Order 1 1246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1 964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S. C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § §6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.

B. Prior Approval

LCD shall obtain prior written approval from the NPS before:

1. Holding special events within the Park;

2. Entering into third-party agreements of a material nature;
3. Assigning or transferring this agreement or any part thereof;
4. Releasing any public information that refers to the Department, the NPS, the Park, any NPS employee (by name or title), this agreement contemplated hereunder.

C. Compliance with Applicable Laws

This agreement and performance hereunder is subject to all law, regulations and management policies including those governing the NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.

D. Disclaimers of Government Endorsement

LCD will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting expressly or implicitly, that the Government, the Department, NPS, or Government employees endorse the LCD business, goods, or services. All materials referring to the Government must be approved by the NPS Key Official prior to publication. Nothing herein is intended to prevent the NPS or the Department of the Interior from recognizing the partnership or contributions made by the Partners to NPS, and from authorizing an inclusion of such recognition in materials generated by the [Partner or Partners] related to this agreement.

E. Modifications

This agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the LCD.

F. Waiver

No waiver of any provisions of this agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

G. No Agency

The LCD are not agents or representatives of the United States, the Department of the Interior, or the NPS, nor will the LCD represent themselves as such to third parties. The NPS is not an agent or representative of the LCD nor will the NPS represent itself as such to third parties. Nothing in this agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venture as between the LCD and the NPS.

H. Officials Not to Benefit

No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.

I. Liability

The Parties will be liable to the extent provided by law for any property damage, personal injury or death, caused by the negligent or wrongful acts or omissions of their respective employees, acting within the scope of their employment.

J. Non-Exclusive Agreement

This agreement in no way restricts either the NPS or the LCD from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

K. Partial Invalidity

If any provision of this agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

L. Freedom of Information Act

Any information provided to the NPS under this agreement is subject to the Freedom of Information Act, 5 U.S.C. § 552.

ARTICLE XI - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: _____

Name: Scott Tucker

Title: Superintendent
Sleeping Bear Dunes National Lakeshore

Date: _____

Signature: _____

Name: Herbert C. Frost, Ph.D

Title: Regional Director
Interior Regions 3, 4, 5

Date: _____

FOR LEELANAU COUNTY DISPATCH:

Signature: _____

Name: Matt Ansorge

Title: Emergency Manager
Leelanau County, Michigan

Date: _____

Signature: _____

Name: William J. Bunek

Title: County Board Chairman
Leelanau County, Michigan

Date: _____

APPROVED AS TO FORM FOR COUNTY OF LEELANAU
COHL, STOKER & TOSKEY, P.C.

By: Mattis D. Nordfjord 2/22/2021

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Select One</u> Contact Person: <u>Undersheriff Kiessel</u> Telephone No.: <u>231-256-8602</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session <u>03/09/2021</u>
Source Selection Method	
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	VENDOR: _____ Address/ Phone: _____
Budgeted Amount: _____ Contracted Amount: _____	
Document Description	
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other <u>Mutual Aid Agreement</u>	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <p>The Leelanau County Sheriff's Office and the National Park Service have been entered into a mutual aid agreement to coordinate emergency law enforcement services between the two agencies when needed. There are no additional costs with this agreement as all costs associated with the agreement are carried by the individual agency. An agreement of this nature has been in place since 1998. The Sheriff's Office and the National Park Service are looking to extend this agreement for another five (5) year term.</p>	
<p>Suggested Recommendation: I move to recommend that the Board of Commissioners approve the general agreement between the United States Department of the Interior National Park Service and the Leelanau County Sheriff's Office regarding Emergency Law Enforcement Assistance, pending review by corporate counsel, and allow the Board Chair to sign the contract upon approval.</p>	

Department Head Approval: 45-1 Date: 18 FEB 2021

**General Agreement
between
The United States Department of the Interior
National Park Service
and
Leelanau County Sheriff's Office
Michigan**

Regarding Emergency Law Enforcement Assistance

This Agreement is entered into by and between the National Park Service (hereinafter "NPS"), United States Department of the Interior, acting through the Superintendent of Sleeping Bear Dunes National Lakeshore (hereinafter "SLBE"), and the Leelanau County Sheriff's Office (hereinafter "LCSO"), Michigan, acting through its Sheriff.

ARTICLE I - BACKGROUND AND OBJECTIVES

The objective of this Agreement is to coordinate emergency law enforcement assistance between the two agencies. SLBE is under concurrent jurisdiction, and the NPS and the LCSO therefore share a common interest in law enforcement in and around SLBE.

Both agencies recognize through experience that violations affecting the safety and welfare of citizens, property, and resources under their protection frequently involve individuals and groups operating across jurisdictional boundaries. Both agencies also recognize that the most effective and sometimes only method to detect, deter, and solve these crimes is through cooperative efforts. Accordingly, the NPS and the LCSO do hereby enter into an agreement to provide emergency cooperative assistance to maintain public safety and welfare on lands and waters in Leelanau County, Michigan, within and surrounding SLBE, as both parties can mutually benefit from the expertise and resources of their respective agencies.

ARTICLE II - AUTHORITY

This Agreement is entered into under the authority of 54 United States Code (54 U.S.C.) § 102701 and 54 U.S.C. § 100901, 101901, 102711.

The Secretary of the Interior, acting through the NPS, administers and manages SLBE pursuant to the Act of October 21, 1970 and conducts law enforcement activities there and at other NPS areas within the State of Michigan pursuant to Title 54 U.S.C. § 102701.

Title 54 U.S.C. § 102701 authorizes the Secretary of the Interior "to designate . . . certain officers or employees of the Department of the Interior who shall maintain law and order and protect persons and property within System units."

Title 54 U.S.C. § 102711 authorizes the Secretary of the Interior to render "emergency rescue, fire fighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the System."

The LCSO is authorized to enter into intergovernmental understandings with other public agencies such as the NPS pursuant to Michigan Constitution, Article III Section 5.

Michigan Compiled Law, Chapter 51, Act 2 of 1867, Section 51.221 authorizes the Leelanau County Sheriff to enforce the laws of the State of Michigan and ordinances duly enacted by the County Commission of Leelanau County. LCSO is recognized for purposes of 54 U.S.C. § 102701 as a nearby law enforcement agency.

Michigan Code of Criminal Procedure Section 764.15d states:

- (1) A federal law enforcement officer may enforce state law to the same extent as a state or local officer only if all of the following conditions are met:
 - (a) The officer is authorized under federal law to arrest a person, with or without a warrant, for a violation of a federal statute.
 - (b) The officer is authorized by federal law to carry a firearm in the performance of his or her duties.
 - (c) One or more of the following apply:
 - (i) The officer possesses a state warrant for the arrest of the person for the commission of a felony.
 - (ii) The officer has received positive information from an authoritative source, in writing or by telegraph, telephone, teletype, radio, computer, or other means, that another federal law enforcement officer or a peace officer possesses a state warrant for the arrest of the person for the commission of a felony.
 - (iii) The officer is participating in a joint investigation conducted by a federal agency and a state or local law enforcement agency.
 - (iv) The officer is acting pursuant to the request of a state or local law enforcement officer or agency.
 - (v) The officer is responding to an emergency.
- (2) Except as otherwise provided in subsection (3), a federal law enforcement officer who meets the requirements of subsection (1) has the privileges and immunities of a peace officer of this state.
- (3) This section does not impose liability upon or require indemnification by the state or a local unit of government for an act performed by a federal law enforcement officer under this section.

Under this section, Michigan recognizes NPS Law Enforcement Park Rangers (hereinafter “NPS Rangers”) as having peace officer status for the purposes of enforcing State law outside the boundaries of SLBE and within Leelanau County when requested or during emergency situations.

The scope of this Agreement is defined by the authorities identified herein.

ARTICLE III - STATEMENT OF WORK

A. The NPS agrees to:

1. Within NPS Jurisdiction - Law Enforcement Assistance Pursuant to 54 U.S.C. § 102701:

- a. In accordance with 54 U.S.C. § 102701, the NPS shall enforce all applicable Federal laws within SLBE.
- b. The LCSO may supplement NPS law enforcement efforts, initiate law enforcement action, and independently patrol within SLBE. The LCSO maintains principal responsibility for enforcing State laws within SLBE.
- c. The NPS will provide to LCSO a list of responsible persons, with telephone numbers, to be contacted in an emergency. This list will be updated as needed to reflect personnel changes, but no less than an annual confirmation of assigned personnel.
- d. The NPS will assume primary incident management within SLBE. Incidents of a magnitude larger than NPS resources can manage effectively may require a cooperative effort with other Federal, state and local agencies and these incidents will be managed through unified command.
- e. The NPS may request resources of the LCSO for incidents occurring within SLBE. The NPS will provide a liaison to the LCSO in cases when LCSO resources have been requested. The NPS liaison will participate and work cooperatively with the LCSO resources until the incident is concluded and, when possible, a successful prosecution of the case has been attained.

2. Outside NPS Jurisdiction - Law Enforcement Assistance Pursuant to 54 U.S.C. § 102711:

- a. The NPS agrees to provide emergency law enforcement assistance as defined in this document to the LCSO outside of SLBE.
- b. NPS emergency law enforcement assistance outside the boundaries of SLBE generally stems from an unexpected occurrence that requires immediate action and may include one or more of the following:
 - Emergency responses such as life or death incidents, serious injury/fatality accident/incident scenes, crime scenes involving the protection of human life, officer in trouble, threats to health or safety of the public.
 - Emergency or law enforcement incidents directly affecting visitor safety or resource protection.
 - Probable cause felonies and felonies committed in the presence of and observed by NPS Rangers.
 - Misdemeanors committed in the presence of NPS Rangers that present an immediate threat to the health and safety of the public.

- c. Upon receiving an official request from the LCSO, the NPS shall render emergency law enforcement assistance (as defined in provision A.2.b above) to the LCSO whenever possible. A request for such emergency assistance will be placed with SLBE's Chief Ranger or his/her representative.
- d. The NPS may render emergency law enforcement assistance in those situations where a NPS Ranger, while in the course of his/her official duties, observes an emergency situation (as defined in provision A.2.b above), at which time the NPS Ranger shall secure and manage the scene. The NPS shall immediately notify the LCSO of the emergency. Upon arrival of the first LCSO officer on the scene, the NPS Ranger shall relinquish control; however, upon request, the NPS Ranger may assist the LCSO officer for the duration of the emergency.
- e. The NPS shall render assistance only until such time as the LCSO has enough resources on the scene to adequately control the emergency or until the emergency no longer exists, whichever comes first.
- f. The on-scene commanding officer of the LCSO shall be in primary control of all officers, including NPS Rangers who are rendering emergency assistance; provided that the LCSO on-scene commander shall exercise control of NPS Rangers only through the highest ranking NPS Ranger at the scene. The highest ranking individual shall be identified by the NPS at the time of the emergency.
- g. For good cause the NPS Chief Ranger or his/her representative may decide at any time to withdraw emergency law enforcement assistance.
- h. NPS Rangers rendering emergency assistance to the LCSO pursuant to this agreement shall wear the official NPS uniform or, if approved by the NPS Chief Ranger or his/her designee, plain clothes; shall remain under the authority and command of NPS supervisors; shall be subject to the laws, regulations, and policies of the NPS and of the United States; and shall not receive any monetary compensation from any source other than the NPS.

B. The LCSO agrees to:

1. The following incidents, when occurring within the SLBE, must be reported to the NPS as soon as practical via verbal notification and/or written report:
 - Incidents involving damage within the national park boundaries, the buildings or property contained therein.
 - Incidents involving fatalities, serious injury, or injuries to multiple persons.
 - Incidents involving or with the potential to involve media interest.
 - Incidents involving motor vehicle accidents within the national park including the license plate number and/or Vehicle Identification Number of any vehicle that causes damage to park resources as a result of off-road driving or a motor vehicle accident.
 - Incidents involving planned or unplanned demonstrations in or near the national park.
 - SLBE should be notified immediately (via report copy) of incidents involving the possession and/or use of substantial, or felony levels of, cannabis or of an amount

of any drug included in schedules I, II, III, IV, or V of the Controlled Substance Act (21 U.S.C. 812) which indicates the intent to distribute or deliver within SLBE.

- LCSO should contact SLBE as soon as practical when incidents involving the possession or use of misdemeanor levels of cannabis, or less than 15 grams of any drug included in schedules I, II, III, IV, or V of the Controlled Substance Act (21 U.S.C. 812) occur within SLBE. A copy of the case incident report may serve as ample notification of these incidents.
 - The NPS should be notified immediately of incidents involving felony violations within the national park.
2. To make available and to provide assistance, when possible, with: evidence storage; fingerprinting and photographing facilities; DUI detection kits; and other law enforcement equipment that may not be routinely used by NPS Rangers.
 3. To provide SLBE a list of LCSO responsible persons, with telephone numbers, to be contacted in an emergency. This list will be updated as needed to reflect personnel changes, but no less than an annual confirmation of assigned personnel.
 4. For good cause the LCSO may decide at any time to withdraw emergency law enforcement assistance.

C. The parties further agree as follows:

1. If an incident that occurs within the portion of SLBE located within Leelanau County is a violation of both Federal and State law, then the NPS shall determine, after consulting with the United States Attorney's Office and other appropriate agencies, whether the violation should be prosecuted through the Federal or through the State system.
2. NPS Rangers rendering emergency assistance to the LCSO pursuant to this Agreement shall be deemed to be acting within the scope of their Federal employment. Under no circumstances shall NPS Rangers be deemed to be "borrowed servants" of the LCSO.
3. As interdepartmental radio communications may be needed to coordinate law enforcement and public safety activities, each party authorizes the other party to utilize its radio frequency(s) as needed to carry out the provisions of this Agreement.
4. Both agencies will make evidence related to law enforcement incidents that occur within SLBE readily available for criminal prosecution within the other's judicial system to the extent authorized by applicable laws.
5. Each party shall bear its own costs for furnishing services under this Agreement, and neither party shall claim reimbursement for those costs from the other.
6. Nothing in this Agreement shall be construed to bind the NPS to expend in any one fiscal year any sum in excess of funds appropriated by Congress or allocated by the NPS for the purposes of this Agreement.
7. To the extent authorized by applicable law, each party hereby waives any and all claims, demands, and causes of action against the other party and its employees, and releases the

other party and its employees from any and all liability, arising out of or resulting from activities under this Agreement. Each party shall be solely responsible for any and all claims, demands, and causes of action filed by third parties arising out of or resulting from the activities of its employees under this Agreement, including, but not limited to, the costs of investigating and defending against such claims, demands, and causes of action and the costs of paying any compromise settlements, judgments, assessed costs, or fees (including attorney's fees).

8. The parties shall coordinate all public information releases about law enforcement incidents, investigations, actions, and other matters involving both parties. No public information release by one party shall refer to the other party or to any employee of the other party (by name or otherwise) without the other party's prior approval. Each party agrees not to comment to the media on law enforcement incidents that occur in the other party's jurisdiction. All media inquiries will be directed to the respective agency's information officer or designee.
9. The parties will exercise their best efforts to perform their responsibilities under this Agreement in a timely and professional manner. However, nothing in this Agreement is intended to restrict either party's lawful discretion to act (or not to act) in the manner it deems most appropriate in a particular situation.

ARTICLE IV - TERM OF AGREEMENT

This Agreement shall be effective for a period of five years from the date of the final signature, unless it is terminated earlier by one of the parties pursuant to Article IX that follows. At the conclusion of that five-year term, this Agreement may be extended or renewed by written agreement of the parties.

ARTICLE V - KEY OFFICIALS

- A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

Superintendent
Sleeping Bear Dunes National Lakeshore
9922 W. Front Street
Empire, MI 49630

Chief Ranger
Sleeping Bear Dunes National Lakeshore
9922 W. Front Street
Empire, MI 49630

2. For Leelanau County Sheriff's Office:

Leelanau County Sheriff
8527 E. Government Center Drive
Suttons Bay, MI 49682

Leelanau County Administrator
8527 E. Government Center Drive
Suttons Bay, MI 49682

- B. Communications** – The LCSO will address any communication regarding this Agreement to the Superintendent or his/her designee. The NPS will address any communication regarding this Agreement to the Leelanau County Sheriff or his/her designee.
- C. Changes in Key Officials** – Neither the NPS nor the LCSO may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI - FUNDING

Funds will not be exchanged under this Agreement. In-kind services will be exchanged as set forth in Article III.

ARTICLE VII - REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties. To the extent authorized by law, any documents or data exchanged between the parties to this Agreement will not be released to a third party unless the designated key official of the party that generated the document or data, or his/her representative concurs that release is appropriate.

ARTICLE VIII - PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to the LCSO during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

ARTICLE IX - MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE X - STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions

The LCSO will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications), which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the LCSO represents. No release of information relating to this Agreement may state or imply that the Government approves of the LCSO work product, or considers the LCSO work product to be superior to other products or services.

C. Public Information Release

Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE XI - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: _____

Name: Scott Tucker

Title: Superintendent
Sleeping Bear Dunes National Lakeshore

Date: _____

Signature: _____

Name: Herbert C. Frost, Ph.D

Title: NPS Regional Director
Interior Regions 3, 4, 5

Date: _____

FOR LEELANAU COUNTY SHERIFF'S OFFICE:

Signature: _____

Name: Michael Borkovich

Title: Sheriff
Leelanau County, Michigan

Date: _____

Signature: _____

Name: William J. Bunek

Title: County Board Chairman
Leelanau County, Michigan

Date: _____

APPROVED AS TO FORM FOR COUNTY OF LEELANAU
COHL, STOKER & TOSKEY, P.C.

By: Mattis D. Nordfjord 2/22/2021

From: [Chet Janik](#)
To: [Laurel Evans](#)
Subject: FW: Oak Wilt disease: Letter to Editor & Leelanau Co. Commissioners
Date: Tuesday, February 16, 2021 3:50:59 PM

From: Ty Wessell <twessell@leelanau.gov>
Sent: Friday, February 12, 2021 4:39 PM
To: Kama Ross <kama.ross@macd.org>
Cc: David Brigham <dcbrig@gmail.com>; Rick Petty <efpetty@gmail.com>; rgans@gansconsult.com;
Michael Birtles <sinex.mb@gmail.com>; Chet Janik <cjanik@leelanau.gov>
Subject: Re: Oak Wilt disease: Letter to Editor & Leelanau Co. Commissioners

Thank you Kama, David and others. I was disappointed that we had to postpone Tuesday's discussion but I have asked for the topic to be added to the March 9 (9:00 am) agenda. I'm not sure that the BOC has a role beyond education and awareness, but I look forward to the discussion. I will confirm the agenda for March as soon as possible.

Ty

Sent from my iPhone

On Feb 12, 2021, at 4:23 PM, Kama Ross <kama.ross@macd.org> wrote:

I am not sure who everyone on this email chain is, but as the District Forester, I am very concerned about the health and long term sustainability of our forests. I try my best to talk with as many landowners, government officials, tree service professionals, associations, service organizations, anyone who will listen to me about oak wilt, beech bark disease, hemlock wooly adelgid...etc. are all a part of my educational efforts. Can I reach everyone? Of course not, but I haven't given up. I waited to join the Tuesday Leelanau County Board of Commissioners' meeting and talk about the importance of educating the public about oak wilt. I look forward to that opportunity being rescheduled soon.

In the meantime, the Michigan Chapter of the International Society of Arboriculture oversees the Michigan Oak Wilt Coalition website and they are currently looking to fund an educational campaign for May which is Oak Wilt Awareness month. They are looking to raise \$4,000 to purchase billboards throughout the state during May to help landowners know the importance of not pruning or injuring oak trees during the growing season. A simple message and one that we know is absolutely key to controlling the spread of this 100% fatal non-native fungal disease. I have asked local Conservation Districts, local

conservancies and natural resource organizations to financially support their collaborative efforts. I will once again send out news releases to local media and offer my speaking services to help as many landowners as possible to receive our important message. I do not have any regulatory power, but tree service companies are part of my network and the reputable companies know and abide by the research based recommendations. I don't know what more I can do, but am willing to discuss how I can be more effective in my position. Thank you for your commitment to our good stewardship of our natural resources.

Kama Ross

Kama Ross, District Forester

Leelanau, Grand Traverse and Benzie Conservation Districts

kama.ross@macd.org

231-256-9783



“There are two spiritual dangers in not owning a farm. One is the danger of supposing that breakfast comes from the grocery, and the other that heat comes from the furnace.” **Good Oak, Aldo Leopold**

On Fri, Feb 12, 2021 at 2:00 PM David Brigham <dcbrig@gmail.com> wrote:

Hello Rick,

Great to hear from you so promptly.

My most recent suggestion to our county commissioners is for them to have an Oak Wilt Warning flyer inserted in the Leelanau Enterprise. Influencing those tree service companies in Leelanau that are cutting down the infected trees for property owners and then selling the wood to firewood processors should be our ultimate goal. There are only 2 or 3 tree companies that I am familiar with that are selling trees to firewood processors. One of the firewood processors has a machine that wraps individual bundles of firewood for campfire wood. Who knows where the campfire wood may end up. It is likely that some will be transported to our Leelanau State Park that adjoins the Magic Carpet. Does our Michigan State Parks screen campers who bring in campfire wood?

I wish that someone other than myself would have a cordial visit with the tree companies and express our concerns. (Deering Tree Service is one) The tree service businesses don't want to handle the wood twice. They just need to move it on and the firewood processor is where it goes. Don't know if they would keep the trees on their property if they were paid to store the trees until the bark fell off? It is hard for me to believe that there has not been more awareness information provided to the public. It seems that our county government should at least inform the public at large.

I don't know what else to do Rick. I don't like the idea of too little too late. If you look on line there is an oak wilt coalition / organization that has been around for awhile. Maybe someone could contact them? I have considerable unfinished business in my personal life and non-profit work to do, so don't have time to take on more. I will copy this to our local forester, Kama Ross.

Regards, David

On Thu, Feb 11, 2021 at 6:14 PM Rick Petty <efpetty@gmail.com> wrote:

>

> David,

>

> I would welcome the opportunity to meet with you and gain some of your knowledge regarding oak wilt and other challenges to our sensitive environment. I have not had the chance to get back to Michigan since the end of last summer due to recent challenges associated with travel.

>

> I am familiar with oak wilt but must confess I have no idea how to identify the disease. I know this can be devastating, as my brother lost all the oaks on his property in Traverse City.

>

> Last year we had the Northwest Michigan Invasive Species Network survey the entire Magic Carpet property for the existence of hemlock woolly Adelaid and elongate hemlock scale. Fortunately they did not find anything during the survey.

>

> I read your article and was not aware of the existence of beech bark disease. I would appreciate your knowledge regarding the types of issues we are facing with the local trees and recommendations as to a potential course of action.

>

> It is time to act to save these important treasures for future generations.

>

> Regards,

>

> Rick
>
>> On Feb 11, 2021, at 4:58 PM, David Brigham <dcbrig@gmail.com> wrote:
>>
>> Dear Mr. Petty,
>>
>> I am David Brigham and with my wife Alison we are residents and
>> members of the Kehl Lake "hood".
>>
>> As you well know, the Magic Carpet wooded dune and Cathead Bay, is a
>> sensitive and most wonderful piece of mother earth. I have wanted to
>> visit with you for some time as a neighbor and as someone who monitors
>> our local environment. It comes natural for me and I simply look,
>> listen and give a damn while I enjoy this beautiful place where I have
>> chosen to live for the past 48 years.
>>
>> Are you aware that the primary hardwood trees of our immediate forest
>> are sadly dying from various invasive diseases? You can read my
>> attached letters for clarification.
>>
>> I felt that you and your Cathead Bay family should be familiar with
>> this concern regarding the Oak Wilt disease. The Magic Carpet wooded
>> dune forest holds many mighty oaks that are mixed with the maple, beech,
>> ash and birch as the primary hardwood. They are beautiful trees that
>> are essential for wildlife and a balanced wild forest. Unfortunately,
>> their existence is being threatened by the oak wilt disease.
>>
>> I feel that the public at large is very unaware of this disease and
>> should at least be informed by our local government since the state
>> has no regulations prohibiting sellers of firewood from transporting
>> infected oak into Leelanau from infected trees outside of Leelanau.
>>
>> You can join in if you wish and express your concerns to our county government.
>>
>> Thank you and hope to meet you in person one of these days.
>>
>> David
>> <ltlibscanner@gmail.com_20210211_171722.pdf>

Chet Janik, Administrator
Leelanau County Board of Commissioners
8527 E. Government Center Drive, Suite 101
Suttons Bay, MI 49682

2/9/2021

RECEIVED

FEB 12 2020

LEELANAU COUNTY
ADMINISTRATOR

David C. Brigham
12750 N. Kehl Rd.
Northport, MI 49670

Subject: Oak wilt - concern for litigation – oak wilt firewood will profit only a few

Dear County Board,

I attended your February 9 meeting from my home. The meeting was most informative and conducted in a respectful manner. For that, I say thank you.

I have been a user of stove wood for heating my home in Leelanau for about 45 years. The hardwood that I have used over the years has always been from a local source in Leelanau Township. That changed 2 years ago when a local wood processor offered to sell me oak face cords that came from the Fife Lake area. I told him thanks but no thanks and that it would be best if he considered not bringing oak into Leelanau from the Fife Lake area that is known to be an oak wilt hot spot. We soon learned there was yet another Leelanau Township firewood processor who was buying pulp cords of oak from the Fife Lake area.

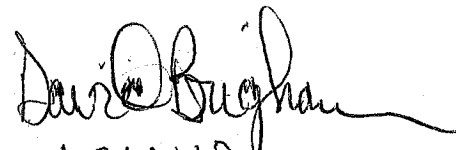
It was then that my neighbor and I went on a search for another source of firewood. We felt fortunate to find someone from the Cedar area who was investing in wood processing equipment and selling firewood face cords. This individual was buying pulp cords of mixed hardwood from a local tree service business. We requested maple, beech, ash and ironwood when we placed our orders. Our orders were filled and delivered respectfully. We were happy and impressed by our new relationship with a friendly, hard working man who was professional in conducting his business. His business is processing about 500 face cords annually.

During a conversation with our new source earlier this winter, we were offered oak firewood that was harvested from the Lake Ann area. We knew Lake Ann is an oak wilt hot spot and immediately expressed we were not interested in bringing oak wilt infested wood to our neighborhood in northern Leelanau Township. Our new firewood supplier has since purchased maple pulp cords from a different source that will be used to fill *our* order.

Litigation and names: I never suggested these firewood suppliers were doing something illegal or they should be punished. While I hesitated, I felt it was necessary to mention names so anyone could check to see if what I was saying was a fact. I believe I heard the commissioner who expressed caution and concern for litigation say; "how do we know it is a fact."

There are an immense amount of resources being invested to keep the Asian Carp at bay. Harvesting and moving a face cord of oak wilt infested firewood into Leelanau County would be (to some extent) similar to trapping then transporting a small school of Asian Carp and releasing them into a different body of water that is free of the invasive fish. A vaccine or face mask will not stop this disease.

Thank you. Sincerely, David Brigham



• OAK WILT OUTBREAK IN LELANAU
• THE CEDAR MI SOURCE IS SELLING CAMPFIRE WOOD • 37

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 03/09/2021
Source Selection Method	
<input checked="" type="checkbox"/> State Contract <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	VENDOR: _____ Address/ Phone: _____

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 90,438.31
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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. Pursuing a local 9-1-1 Surcharge of more than \$0.42 (per device) would require a vote of the citizens of Leelanau County. It has been the position of previous Boards that should a voted increase be sought, to include the proposed increase on a ballot within a regular voting cycle instead of being financially responsible for a special vote to increase our local 9-1-1 Surcharge. Should the Board decide to propose an increase on an upcoming ballot, it will come after the May 15, 2021, deadline to the State 9-1-1 Committee and therefore should be identified as such in the ballot language to begin collection of the increased surcharge beginning on July 1, 2022.

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 intended to be collected locally between July 1st of the current year and the following June 30th. 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 amount

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. 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 to the State 9-1-1 Office on or before Saturday, May 15, 2021.

Suggested Recommendation: Motion to recommend that the Board of Commissioners approve staying status quo for the annual ANC-500 Collection and Remittance report and have the 9-1-1 Director and County Clerk complete the required forms and submit them as required.

Department Head Approval:  Matt Ansorge
 2021.02.22 15:35:56
 -05'00'

Date: 02/19/2021



**LEELANAU COUNTY
OFFICE OF EMERGENCY MANAGEMENT/9-1-1**

8525 E. Government Center Drive Suttons Bay, MI 49682 Phone (231) 256-8775 Fax (231) 256-8701

April 23, 2021

Joni Harvey
Michigan State Police
State 911 Administrator
P.O. Box 30634
Lansing, MI 48909-0634

Dear Ms. Harvey,

Please be advised that Leelanau County will continue collection of its local commission-enacted 9-1-1 surcharge of \$0.42 with no change in the amount from July 1, 2021 through June 30, 2022.

Respectfully,

A handwritten signature in blue ink that reads "Matt Ansorge".

Matt Ansorge
Director of Emergency Management/9-1-1
Leelanau County

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 type="checkbox"/> Executive Board Session 03/09/2021
Source Selection Method	
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	VENDOR: _____ Address/ Phone: _____

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 0.00
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Document Description	
<input checked="" type="checkbox"/> Grant Application	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

This request is for approval to apply for a Scrap Tire Recycling grant. This will be the 3rd application of its kind, and Leelanau County was approved for both of the prior grants. The notice for grant applications was received February 17, and applications are due by April 2.

Attached is the grant application in the amount of \$4,000. Residents would also be charged \$1.00 per tire to help offset labor costs. To date, Leelanau County has collected over 5,400 tires and these have been transported to a tire processing facility.

Suggested Recommendation: Motion to approve a 2021 Scrap Tire Recycling grant application be submitted on behalf of Leelanau County by the due date of April 2, 2021.

Department Head Approval: Trudy J Galla Date: 02/23/2021



SCRAP TIRE CLEANUP GRANT PROGRAM APPLICATION FOR FUNDING FISCAL YEAR 2021

Completion of this application is required for funding under the Scrap Tire Cleanup Grant Program, Part 169, Scrap Tires, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

For additional information, contact the Scrap Tire Program Coordinator at EGLE-ScrapTire@Michigan.gov

APPLICANT NAME: Leelanau County		COUNTY: Leelanau	
APPLICANT MAILING ADDRESS: 8527 E. Government Center Dr.		CITY, STATE, ZIP: Suttons Bay MI 49682	
CONTACT PERSON*: Trudy Galla, Planning Director			
<i>*PLEASE PROVIDE CONTACT NAME, E-MAIL, AND PHONE NUMBER FOR MULTIPLE LOCATIONS.</i>			
CONTACT E-MAIL: tgalla@leelanau.gov		CONTACT PHONE: 231-256-9812	
GRANTEE TYPE: <input checked="" type="checkbox"/> GOVERNMENT <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PRIVATE PROPERTY			
<i>Additional questions for government and non-profit grantees:</i>			
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>Willing to partner with another nearby government or non-profit grantee?</i>			
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If yes, are you willing to facilitate/administer the grant (act as fiduciary)?</i>			
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>In the future, are you willing to have a site where tires can be collected year-round?</i>			
PROPOSED DATE(S) OF EVENT: June 12, or early fall			
ADDRESS(ES) WHERE THE CLEANUP WILL BE HELD (INCLUDE CITY): 8527 E Govt Center Dr Suttons Bay MI			
*AMOUNT OF FUNDING REQUESTED (\$2,000 INCREMENTS): \$4,000			
<i>*EGLE WILL REIMBURSE ACTUAL COSTS INCURRED AT A RATE OF \$1,000 PER DROPPED TRAILER FOR THE FIRST 500 TIRES AND THEN \$2 PER PTE FOR ANYTHING OVER THE INITIAL 500 TIRES, UP TO A MAXIMUM OF \$2,000 PER TRAILER.</i>			
<i>FOR CLEANUPS BEING REIMBURSED BY WEIGHT, THE REIMBURSEMENT WILL BE \$178 PER TON.</i>			
<i>FOR CLEANUPS BEING REIMBURSED BY VOLUME, THE REIMBURSEMENT WILL BE \$17.80 PER CUBIC YARD.</i>			
REQUESTING DIRECT PAYMENT TO PROCESSOR: <input type="checkbox"/> YES (<i>provide letter from processor</i>) <input checked="" type="checkbox"/> NO			
RECEIVED GRANT FUNDING PREVIOUSLY: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		YEAR: 2020	\$ 4,216.00
TRANSPORTATION COSTS (FOR UP AND NORTHERN MICHIGAN ONLY; ONE WAY OVER 100 MILES):			
HOW MANY MILES FROM GRANT SITE TO PROCESSOR? <u>200</u> ; HOW MANY TRAILERS REQUESTED? <u>2</u>			
FORMULA: (<u>100</u> NUMBER OF MILES MINUS 100 MILES) x \$1 PER LOADED MILE x <u>2</u> TRAILERS = <u>\$200</u>			
HAULER NAME: Environmental Rubber Recycling		HAULER REGISTRATION NO: H-32590806	
LEGAL DESTINATION TO WHICH HAULER WILL TRANSPORT TIRES: 6515 N. Dort Hwy., Flint MI 48505			
PROCESSOR NAME: Environmental Rubber Recycling		PROCESSOR REGISTRATION NO: 427801	
I, the undersigned applicant, swear and affirm, UNDER PENALTY OF LAW, that the statements contained herein are true and correct and that the removal, transportation, storage, and disposal of scrap tires will be performed in accordance with the requirements of Part 169. I certify under penalty of law that the information contained on this form, to the best of my knowledge and belief, is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations.			
SIGNATURE:		PRINT NAME: William J. Bunek, Chairman, County Board	
		DATE:	
**GRANTEE TO PAY ADDITIONAL COSTS **			
<i>Grantees are encouraged to ask for contributions to cover additional grant expenses and stretch grant funding.</i>			
RETURN THE COMPLETED APPLICATION AND PROJECT NARRATIVE TO: EGLE-ScrapTire@Michigan.gov.			
<i>All applications must be COMPLETE, signed and submitted to the email listed above. Attach additional pages, if necessary. If you are unable to send the application via email, please contact EGLE-ScrapTire@Michigan.gov for further instructions.</i>			
<i>Grant reimbursements are processed through the state's accounting system (SIGMA). Grantees will be contacted to provide SIGMA account information or assisted with creation of a SIGMA account.</i>			
- ALL APPLICANTS CONTINUE -			



SCRAP TIRE CLEANUP GRANT PROGRAM APPLICATION FOR FISCAL YEAR 2021

PROJECT NARRATIVE REQUIREMENTS – ALL APPLICANTS
COMPLETE IN ADDITION TO PREVIOUS

All items below must be included in a written project narrative for this application to be considered complete. Attach additional pages, if necessary.

1. Description of the scrap tire site’s potential to adversely affect the environment, public health, or urban renewal efforts including, but not limited to the following:
 - a. Proximity of the site to a source of water for public/private water supply (e.g., Type I – community water supply system, Type II – noncommunity water supply system, surface water, or groundwater).
 - b. Proximity of the site to a designated wellhead delineation area.
 - c. Proximity of the site to surface water (including wetlands and drainage ditches). Provide the name of the surface water.
 - d. Proximity of the site to forested areas.
 - e. Proximity of the site to a residential community.
 - f. Size of residential community (population/area).
 - g. Accessibility to the site (i.e., fenced, enclosed in other ways, or openly exposed to the public).
 - h. Effect of the site on the community.
 - i. Economic need of the community for funding assistance.
 - j. Describe any current or future urban development efforts for the area.
4. Degree of community support for cleanup (e.g., in-kind services, cleanup efforts, financial support). Indicate whether the efforts are part of a formal plan for development.
5. For applicants for cleanup days for small accumulations of scrap tires or scrap tires dumped on publicly owned properties or roadside cleanups, in areas where dumping appears to occur frequently, a written commitment to target that area for anti-dumping enforcement.
6. Describe any cleanup efforts on the part of the applicant to date including number of tires removed.
7. If applicant intends to remove more than one passenger tire for the per tire reimbursement amount, please indicate how this will be accomplished and the proposed number of tires to be removed.
8. If the site is located in the northern Lower Peninsula or Upper Peninsula, please describe the reasons, if any, additional transportation costs will be incurred and the request for any additional funds needed to offset these costs. Additional transportation costs must be agreed to and approved by EGLE.
9. Out-of-state haulers/processors may be considered and approved by EGLE on a case-by-case basis for tires **located in the UP**, provided the applicant is unable to find a Michigan hauler/processor willing to travel to the UP or provide services for the grant reimbursement amount. Out-of-state haulers/processors must meet conditions detailed in the Application and Evaluation portion of this application package.
10. If applicable, explain any extenuating circumstances that necessitate Grantee assignment of payments to the processor. Include a request for such assignment and written agreement from the processor to this assignment.

- APPLICANTS CLEANING UP TIRES ON PRIVATE PROPERTY CONTINUE -



SCRAP TIRE CLEANUP GRANT PROGRAM APPLICATION FOR FISCAL YEAR 2021

TIRE CLEANUP ON PRIVATE PROPERTY
COMPLETE IN ADDITION TO PREVIOUS

PROPERTY OWNER:
OWNER E-MAIL: OWNER PHONE:
PROPERTY ADDRESS: CITY, STATE, ZIP:
TOWNSHIP AND COUNTY WHERE TIRES ARE LOCATED:
ACREAGE OF TIRE STORAGE AREA:
IS / WAS THE LOCATION A TIRE RETAIL OPERATION: YES NO
GENERAL DESCRIPTION OF SITE / SITE LOCATION.
IF AVAILABLE, ATTACH SITE PHOTO - or - AERIAL MAP
LEGAL DESCRIPTION OF PROPERTY, INCLUDING SECTION, TOWNSHIP, RANGE - or - SEE ATTACHED
DOCUMENTATION OF PROPERTY OWNERSHIP (ATTACH COPY)
WARRANTY DEED LAND CONTRACT
GOVERNMENTAL AGENCY AUTHORIZATION FOR REMOVAL OF TIRES FROM PRIVATE SITE ATTACHED:
(MAY CONSIST OF LEGAL AUTHORITY, WRITTEN APPROVAL, ETC.)
YES NO
DOES SITE HAVE EXISTING FINANCIAL ASSURANCE: YES NO
IF YES, DOES APPLICANT AGREE TO USE OF EXISTING FINANCIAL ASSURANCE PRIOR TO USE OF GRANT FUNDING: YES NO
NUMBER OF SCRAP TIRES CURRENTLY ON SITE:
TIRES WERE ACCUMULATED AFTER 1991 NUMBER OF TIRES AFTER 1991:
TIRES WERE ACCUMULATED BEFORE 1991 NUMBER OF TIRES BEFORE 1991:
ATTACH PROOF OF NUMBER OF SCRAP TIRES ABANDONED AND SCRAP TIRES COLLECTED ON SITE PRIOR TO JANUARY 1, 1991 OR INDICATE IF PROOF IS ON FILE WITH EGLE.
FOR SITES WITH TIRES ACCUMULATED AFTER 1991, DOES THE APPLICANT AGREE TO THE PLACEMENT OF A LIEN, IN FAVOR OF THE STATE OF MICHIGAN UP TO THE VALUE OF THE GRANT AMOUNT ON THE PROPERTY THAT IS AFFECTED BY THE REMOVAL OF THE TIRES?
YES NO
RETURN COMPLETED ORIGINAL APPLICATION, NARRATIVE AND ALL ATTACHMENTS TO:
EGLE-ScrapTire@Michigan.gov no later than 11:59 PM EST APRIL 2, 2021

Scrap Tire Cleanup Grant Program Application for Funding for Fiscal Year 2021

Leelanau County
8527 E. Government Center Dr.
Suttons Bay MI 49682
231-256-9711

Project Information – Leelanau County is applying for a **Scrap Tire Cleanup Day – Resident Drop-offs** tire recycling grant in the amount of **Four thousand dollars and 00/100 (\$4,000.00)**. Leelanau County received an award in 2020 for \$4,216.00.

The county proposes to hold a Cleanup Day in Leelanau County (in June, or in the fall of 2021). All work is proposed to be completed by December 28, 2021.

The county has eligible scrap tires including abandoned scrap tires for collection and recycling. Removal of abandoned scrap tires from backyards, fields, etc., will help decrease fire hazards and potential air contamination from fires, decrease diseases carried by mosquitoes which are attracted to the standing water in the tires, protect groundwater and surface water, and improve the aesthetics of properties in the county.

Leelanau County is a peninsula surrounded on 3 sides by the Great Lakes. In addition, there are numerous inland lakes such as Lake Leelanau and Glen Lake, streams, creeks, and ponds. Crystal River has a large population of brook and rainbow trout and the river is a “run” for lake trout and salmon coming from Lake Michigan into Glen Lake. Pollutants and contaminants entering our waters from problems associated with abandoned scrap tires could have an enormous detrimental effect on the environment as well as the county’s recreation and tourism.

Functions of the **Leelanau County Solid Waste Council** include:

- Assist in the implementation of county programs such as recycling and household hazardous waste collections, and corresponding budgets.
- Identify local priorities for solid waste management, and recycling, reduction and re- use programs.

This grant application is consistent with the functions of the Solid Waste Council and supported by the Leelanau County Board of Commissioners.

The county estimates that 1,500 – 2,000 abandoned scrap tires will be collected at the drop-off. Residents will bear the expense of loading and transporting these tires to the drop-off location. The county will charge \$1.00 for each tire and these funds will go toward our labor cost.

The county has proposed ERG Environmental Services for labor, and Environmental Rubber Recycling for hauling and processing.

Leelanau County will follow all grant requirements. Leelanau County will track how many scrap tires are collected and report this to the Department of Environment, Great Lakes, and Energy (EGLE) for reimbursement, along with all supporting documentation, as required per the grant. Leelanau County will utilize all materials available through EGLE, such as flyers educating residents to not store tires or bring them home, and any logos or other available information.

PROJECT NARRATIVE REQUIREMENTS:

1. The Scrap Tire Cleanup Day (resident drop-off) will be held at the **Leelanau County Government Center** at 8527 E. Government Center Dr. Suttons Bay. There is a large parking lot and this location has been used many times over the years for Household Hazardous Waste collections so it will work well for the Tire Cleanup Day.
(see attached photos and maps)
 - a. There is no public water system at this site.
 - b. There is no wellhead delineation area at this site.
 - c. The site is located 2 miles from Lake Leelanau.
 - d. The site is partially wooded, and there are orchards along the west and northern boundaries.
 - e. The unincorporated village of Lake Leelanau is located approximately 2 miles west of the site.
 - f. The population for the village of Lake Leelanau is approximately 250 residents.
 - g. The site is openly exposed. It is the location of the Government Center and is accessed off M- 204, a state highway, by E. Government Center Dr., a public, paved road.
 - h. There is no effect of this site on the community.
 - i. While Leelanau County has a budget for its recycling and solid waste activities, additional funding is needed each year to conduct scrap tire recycling. The \$1.00 per tire charge the county requires helps offset labor costs. The EGLE grant funds help pay for the transportation and processing costs.
 - j. There are no planned development efforts for the area.
2. -
3. -

4. Scrap tire recycling is a very popular program in Leelanau County and highly praised by residents. Leelanau County will provide in-kind staff resources to handle phone calls, sign residents up for the drop-off, obtain their county address, and collect information on the tires they are bringing. The county will offset labor costs for unloading vehicles and loading tires for hauling, by charging a \$1.00 per tire fee. Any additional costs will come from the county's recycling fund.

At the drop-off, staff (and possibly volunteers) will work the event and go through the sign-up list and verify that participants are Leelanau county residents, and verify the number of abandoned scrap tires they have brought to the drop-off. Information will also be emailed and/or handed out at the drop-offs to encourage residents to leave tires at a dealership when they purchase or replace tires in the future, instead of bringing them home.

5. Leelanau County has proposed Cleanup Days for resident drop-off. If made aware of any areas where dumping has occurred, the county will notify the proper authorities for follow-up and possible enforcement action.
6. The **Solid Waste Council** has discussed tire recycling at past meetings. The County was awarded a grant from EGLE in 2019 and also received \$4,216 in 2020 from EGLE. To date, the county has collected 5,429 scrap tires.
7. Leelanau County proposes using the trailer cost at a maximum reimbursement of \$2,000 per trailer. The county will charge \$1.00 per tire to help with the labor cost, and will collect this fee prior to the event. It is estimated that 1,500 – 2,000 tires will be collected.
8. Leelanau County is located in the northern Lower Peninsula. The proposed processor site (Environmental Rubber Recycling in Flint MI) is a distance of 200 miles from the event. The transportation costs requested are \$200. The mileage is 200 miles one way (with the 1st 100 miles not eligible for reimbursement) so 100 miles x 2 trailers is a total of \$200.

9. Leelanau County will utilize a hauler and a processor in Michigan. Both the proposed hauler and processor are on the approved list, as posted on the EGLE website.
10. Not applicable

Application approved for submittal by the Leelanau County Board of Commissioners at a Regular Meeting held Tuesday, _____, 2021 at the Leelanau County Government Center.

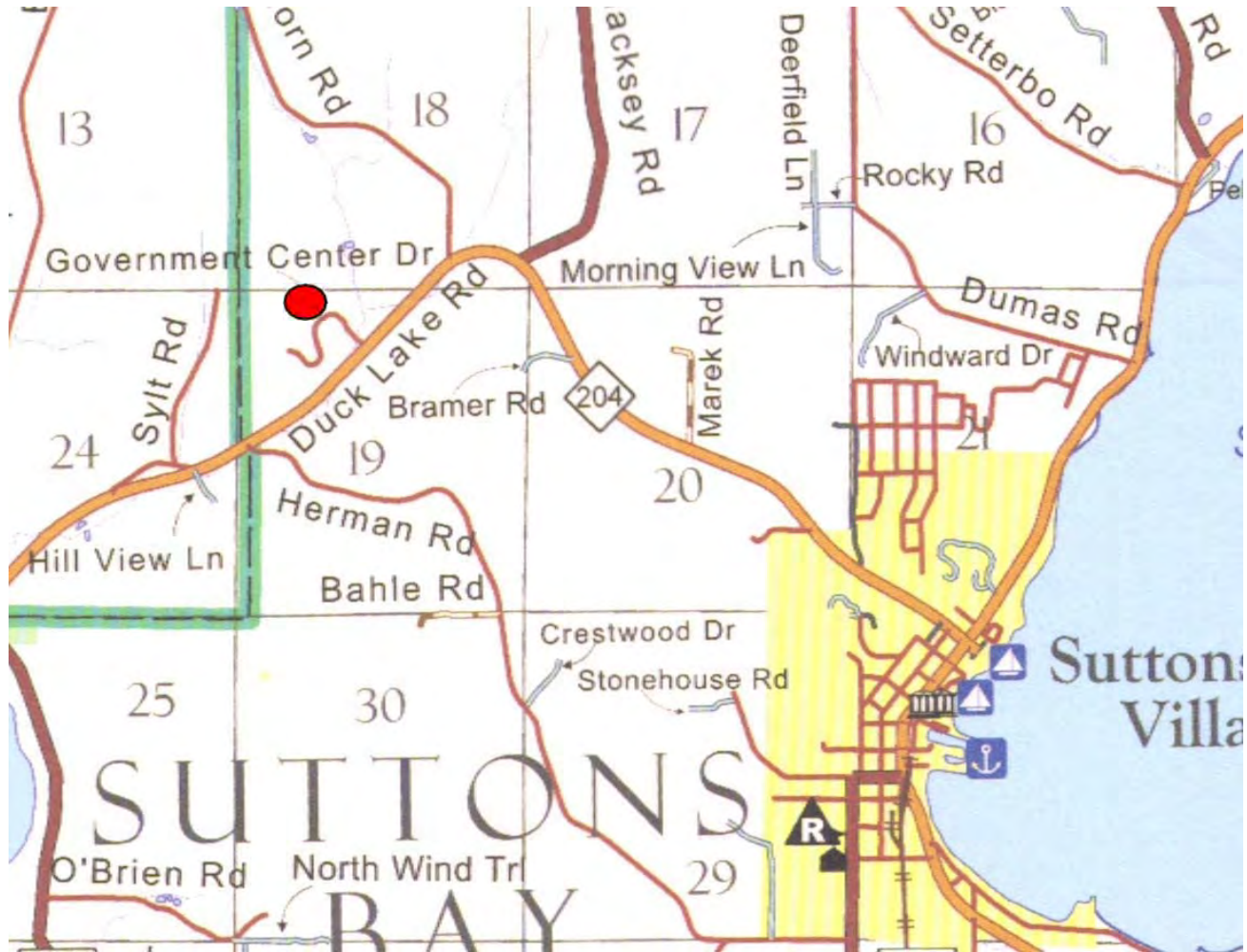
William Bunek, Chairman
Leelanau County Board of Commissioners

Date

Collection Area



**Leelanau County Government Center 8527 E.
Government Center Dr.
Suttons Bay, MI 49682**



Directions to the Leelanau County Government Center & the Law Enforcement Center (LEC):

From Traverse City: At the intersection of M-72 and M-22, head north on M-22 for 13 miles. You will enter the Village of Suttons Bay. Continue north through the Village and turn left (west) on M-204 at the blinking light. Continue west on M-204 for approximately 2 miles and then turn right (north) on Government Center Dr. The Government Center is at the top of the hill, first driveway on your right. The LEC is the 2nd driveway on your right.

From Suttons Bay: Take M-204 west approximately 2 miles and then turn right (north) on Government Center Dr. The Government Center is at the top of the hill, first driveway on your right. The LEC is the 2nd driveway on your right.

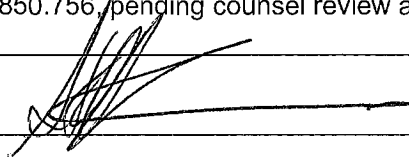
EXECUTIVE DOCUMENT SUMMARY

Department: <u>Parks & Recreation</u> Contact Person: <u>Steve Christensen</u> Telephone No.: <u>231-256-8263</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 03/09/2021
Source Selection Method	VENDOR: <u>Savin Lake Services</u> Address/ Phone: _____
<input checked="" type="checkbox"/> Quotation <input type="checkbox"/> Other: _____ Account Number (Funds to come from): _____	

Budgeted Amount: _____ \$ 0.00	Contracted Amount: _____ \$ 2,475.00
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Document Description	
<input checked="" type="checkbox"/> Maintenance	<input type="checkbox"/> Other _____

<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements	
<p>The Leelanau County Parks and Recreation Commission is requesting the County Board of Commissioners approve an agreement between Leelanau County and Savin Lake Services for 2021 weed eradication at the ponds located at Veronica Valley County Park.</p> <p>The Parks and Recreation Commission approved this recommendation during its February 17, 2021, Regular Session.</p> <p>Counsel is reviewing the draft agreement (which is attached).</p>	
Suggested Recommendation:	Motion to recommend that the Board of Commissioners waive its policy on bid requirements and approve an agreement with Savin Lake Services for weed eradication at Veronica Valley Park at a cost not to exceed \$2,475.00; funds to come from 850.756, pending counsel review and approval.

Department Head Approval:  _____ Date: 02/23/2021

September 11, 2020

Attention: Valued Pond Management Customers.

Subject: Pond Management Services.



Savin Lake Services Inc. is pleased to offer aquatic weed and algae management services to our pond customers. Savin Lake Services aquatic weed control program utilizes safe and EPA registered aquatic herbicides that will control submerged weeds and algae.

We complete all our initial pond treatments between mid-May and mid-June, and the treatment timing is dependent on the weather, water temperature, and aquatic weed growth on your pond. We then complete a follow up treatment every (4-6) weeks after the initial treatment – to spot treat for any remaining nuisance vegetation. We ask that you allow (2) weeks for each of the treatments to take effect. If you experience additional aquatic weed issues (after our second treatment) - please contact us. We have a strong commitment to customer satisfaction, and we will make every effort to keep our customers happy. Our standard pond service does not include treatment for emergent plants, such as lily pads, and cattails. These types of plants require an additional treatment, and we can provide an estimate if you desire. We include a blue organic pond dye treatment as a part of our standard service, unless you have a large outflow from your pond. This not only keeps your pond looking great, but it also reduces sunlight penetration and deters the growth of unwanted plants or algae.

Savin Lake Services also offers a complete line of pond display fountains, diffused aeration systems, and windmill aeration systems. Savin Lake Services is a certified distributor and service provider for these fountain and aeration systems. If you have an interest – we invite you to contact us – so we may discuss the many options available to you. We have enclosed a brochure for just one of the many display fountain options available in our product line.

All pond owners interested in participating in this program must complete the enclosed 2021 pond contract and return to us as soon as possible. Your signature on the attached contract indicates that you are allowing us access to your property. Please enclose your check or choose our Visa / Master Card / Discover payment option on the enclosed form.

Any extra services not listed on the contract will have to be paid in full before service will be provided.

If you have any questions – please feel free to contact us at any time.



Sincerely,



Paul Barber – Operations Manager
Savin Lake Services Inc.

We Accept:





3088 Hottis Rd. Hale, MI 48739 Hale: 989.728.2200 Clare: 989.386.0600 Fax: 989.516.5900

2021 POND MANAGEMENT CONTRACT

Customer Name: LEELANAU COUNTY Date: 9/11/2020

Mailing Address: 8527 E GOVERNMENT CENTER DR. SUITE 101

City: SUTTONS BAY State: MI Zip Code: 49682

Pond Address: 4243 S LAKE LEELANAU DR

City: LAKE LEELANAU State: MI Zip Code: 49653

Home Phone Number: 231-256-9711 Cell Phone Number: 231-432-0555 (MAINT. DIR.)

Email Address: levans@co.leelanau.mi.us **UPDATE:** levans@leelanau.gov

Type of Fish Species present: BASS, HYBRID BLUEGILL, AND CATFISH

Outflow from pond? No Yes-Please Describe Outflow: TO DIFFERENT POND

Do you own all bottomlands of your pond? Yes No-Please Explain: _____

Please circle pond dye preference: Blue Black **None**

Customer Comments: _____

Price for your 2021 Pond Treatment: \$2475.00

Other Pond Services or Comments: Please let us know about Irrigation or Emergents.

TREATMENT OF LARGE POND ONLY. PRICE INCLUDES SPRING SYSTEMIC MILFOIL TREATMENT, ONE TREATMENT FOR NUISANCE NATIVES, AND \$200 MEGLE PERMIT FEE. NO COPPER PRODUCTS WILL BE UTILIZED. NUISANCE NATIVE TREATMENT TO TAKE PLACE 2 WEEKS BEFORE KIDS FISHING WEEK



3088 Hottis Rd. Hale, MI 48739 Hale: 989.728.2200 Clare: 989.386.0600 Fax: 989.516.5900

Terms and Conditions: Savin Lake Services, Inc. treats depending on the weather, water temperature, and aquatic weed growth on your ponds, utilizing Chelated Copper Products for algae. Submerged aquatic vegetation will be managed utilizing standard aquatically labeled products like Diquat Dibromide & Aquathol K. These products when utilized at the proper application rate do not harm any scaled fish or the surrounding wildlife. However, it is important to note that copper products may affect trout, bullhead, catfish and or koi (any unscaled fish).

Fish Kills: Dead and dying fish are an ugly sight. The Truth is, most species of fish are relatively short-lived and have a high rate of mortality. Even large fish, too large to be eaten by predators such as bass and pike, experience a death rate of approximately 50% per year. Fortunately, the deaths are usually spread-out over the year and are rarely observed or become a problem except when concentrated as a fish kill. Only a fraction of the dead fish are ever observed because many decompose on the bottom or are eaten by scavengers such as turtles and crayfish. Most of the time, fish kills are due to natural causes over which we have no control, such as weather. Natural fish kills are three basic seasonal types: winterkill, which occurs in late winter but may not be seen until early spring; spring kills, which occurs in late May to early June; and summer kill, which occurs on the hottest days of mid-summer. Savin Lake Services cannot be held responsible for fish kills, as most fish kills are natural fish kills. The above information was taken from the DNR website. For more information regarding fish kills - please go here:

http://www.michigan.gov/dnr/0,4570,7-153-10364_52259-119822--,00.html

Savin Lake Services, Inc. requests all Pond Management Contracts returned to us by 05/01/2021. If the contract is not received by the due date this may cause your first treatment to be missed. If we receive your contract after the due date and have already treated in your area, there will be a \$125.00 service charge for us to come out and treat your pond. There will be no moving treatments to the next season.

Savin Lake Services, Inc. treats customer ponds based on the area in the state that they are located. This allows us to reduce cost for our pond customers. If you request us to treat your pond at a time other than when we are scheduled to be in your area there will be a fee of \$125.00.

Savin Lake Services, Inc. prices are based on a fixed pricing structure for the season combined with the number of treatments. We will determine the number of treatments needed due to your pond condition. Our standard pond contracts include (3) treatments unless specifically stated in the contract otherwise. There will be no refunds given due to the customer deciding they wanted (and/or) needed less treatments than quoted.

By Signing this form, I agree to the 2021 price of treatment and the terms and conditions stated above.

Customer Signature: _____ Date: _____

Please Select Payment Method for 2021 Pond Treatment:

Check Enclosed   

Name on Credit Card: _____

Credit Card Number: _____

Expiration Date: _____ (3) Digit Pin (back of card): _____


EXECUTIVE DOCUMENT SUMMARY

Department: <u>Prosecuting Attorney</u> Contact Person: <u>Joseph Hubbell</u> Telephone No.: <u>231-256-9872</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 03/09/2021
Source Selection Method	VENDOR: <u>Prosecutor Budget</u> Address/ Phone: _____
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Tristan J Chamberlain</u> Account Number (Funds to come from): <u>Prosecutor budget</u>	

Budgeted Amount: _____ \$ 0.00	Contracted Amount: _____ \$ 8,907.80
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>salary increase</u>

<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements I am requesting a salary increase for Tristan J. Chamberlain, Assistant Prosecuting Attorney, in the amount of \$8,907.80. I will redistribute items in my budget in the following areas to cover this increase: <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Contractual services - intern 250229801</td> <td style="text-align: right;">\$6,300</td> </tr> <tr> <td>Office/Operating Supplies 250229727</td> <td style="text-align: right;">500</td> </tr> <tr> <td>Education 250229960</td> <td style="text-align: right;">500</td> </tr> <tr> <td>Travel 260229860</td> <td style="text-align: right;">1,700</td> </tr> </table> Please see the attached documentation in support of this request.	Contractual services - intern 250229801	\$6,300	Office/Operating Supplies 250229727	500	Education 250229960	500	Travel 260229860	1,700	
Contractual services - intern 250229801	\$6,300								
Office/Operating Supplies 250229727	500								
Education 250229960	500								
Travel 260229860	1,700								
Suggested Recommendation:	I recommend that the Board of Commissioners increase the salary of Tristan J. Chamberlain in the amount of \$8,907.80 effective April 1, 2021. This will provide Mr. Chamberlain with compensation in the salary range of Assistant Prosecutors in 8 counties with similar populations.								

Department Head Approval:  Date: 2/23/2021

Prosecutor Request

Tristan Chamberlain Wage Increase

By the
numbers –

Assistant Prosecutor Wages in 2020

- Assistant Prosecutors' wages in 8 counties with similar populations
 - Range of pay is \$45,000 - \$75,800
 - The average pay is \$63,963
 - If we take the top end of the range, the average is \$68,089
 - In 2020, Tristan's salary was \$59,376
- That pay range includes new hires
- Tristan has 6 years experience

- Data from 2020 Annual Prosecutor Survey

By the
numbers –

County Housing Cost

- The Housing Cost of Leelanau is 11% higher than the average of the 8 counties
- The 8 counties are
 - Antrim
 - Menominee
 - Otsego
 - Roscommon
 - Manistee
 - Cheboygan
 - Charlevoix
 - Dickinson
- Data from Smart Asset

By the numbers –

PAO Budget

- The Prosecutor has been under budget every year.
 - The average of the last 5 years is over \$15,000 under budget
 - The average of the last 2 years is over \$17,000 under budget
- The PAO's budget can be redistributed from the following areas:
 - Contractual Services (Intern) - \$6,300
 - Office and Operating Supplies - \$1,000
 - Education - \$1,000
 - Most education is through a grant, PAAM, the Feds, or free
 - Travel - \$3,000
 - Copy Machine Rental - \$1,000

Skills/ Attributes

- Forensic Computer Analysis
 - Dep. Bankey and Tristan ranked #100 globally in a training/competition
 - National Computer Forensic Institute training
- Not constrained by job description
 - Tristan feels his job is to do anything that Joe or his co-workers ask him to do, and offer to help in anyway he can
- Extremely fair and competent
 - A defense attorney kept Tristan on a jury trial for a life offense.
 - Provides avenues for Defendant to gain their driver's license
- Analyze issues from different points of view objectively and with an open mind – willing to change his mind
- Willing to take on a challenge
- Mentor patiently and willing to share knowledge

Above the Call of Duty

- Chair and vice-chair of Community Corrections Advisory Board
- Obtained computer grant for about \$16,000 to allow government employees to work remotely due to Covid.
- Brought to the attention of law enforcement the same grant, whereby they obtained about \$35,000 for Covid foggers.
- Assisted other Counties with digital evidence search warrants and analysis.
- Presented safety lectures to Middle and High School students.
- Wrote scam prevention articles for Senior Services newsletter.
- Facilitated team building exercises with Suttons Bay school.
- Fought for fair treatment of Sobriety Court for Defendants.
- Assists other offices and departments beyond normal duties.
 - E.g. enthusiastically research issues for other offices/departments

ASK –
\$70,000

- I respectfully request that Tristan's salary be reflective of his experience, unique skills, and work that goes above and beyond a regular assistant prosecuting attorney.
- I request Tristan's salary be adjusted to \$70,000 starting April 1, remain \$70,000 through the next fiscal year, and then receive the regular cost of living increase.
- The salary can be taken from other budget items
- The remaining amount of benefits can be paid by the county, and are more than made up by the grants he helped acquire.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Senior Services</u> Contact Person: <u>April Missias</u> Telephone No.: <u>231-256-8121</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 03/09/2021
Source Selection Method	
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Contract</u> Account Number (Funds to come from): _____	VENDOR: <u>Leelanau Christian Neighbors</u> Address/ PO Box 196 7322 E Duck Lake Rd. Phone: Lake Leelanau, MI 49653

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 26,600.00
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Contract with LCN</u>

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<p>Leelanau County Senior Services (LCSS) was awarded a Grand Traverse Band 2% allocation on behalf of the Leelanau Christian Neighbors (LCN), totaling \$20,600.00, to assist seniors in accessing food through the LCN's food pantry services, as well as providing financial assistance for unmet needs through their Neighborhood Assistance Ministry program.</p> <p>Corporate Counsel is currently drafting an agreement, which will be sent under separate cover when it is available.</p>
<p>Suggested Recommendation:</p>	<p>Motion to recommend that the Board of Commissioners approve a contract with Leelanau County Senior Services and Leelanau Christian Neighbors for the distribution of Grand Traverse Band 2% Allocation funds totaling \$20,600.00, to support seniors with food pantry services and financial assistance through its Neighborhood Assistance Ministry program, beginning March 16, 2021, pending counsel review and approval.</p>

Department Head Approval: 
Digitally signed by April Missias
Date: 2021.02.23 09:48:39 -05'00'
Date: 02/23/2021

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>03/09/2021</u> <input type="checkbox"/> Regular Session: _____

Source Selection Method	VENDOR: <u>AAANM</u> 1609 Park Dr. Traverse City, MI 49696 Address: _____ Phone: <u>(231) 947-8920</u>
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Contribution from AAANM</u>	

Budgeted Amount: _____	\$ 0.00	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 to accept a contribution from the 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 \$680.00.
<p>Suggested Recommendation: To allow Leelanau County Senior Services to accept a contribution from the Area Agency on Aging of Northwest Michigan for providing seniors with MIPPA Beneficiary Outreach Assistance totaling \$680.00, and placed into Leelanau Senior Services' Contributions from other Agencies Account # 281.000000.677.000.</p>	

Department Head Approval: 
Digitally signed by April Missias
Date: 2021.02.22 09:43:32 -05'00'
Date: 02/22/2021

From: [Chet Janik](#)
To: [Laurel Evans](#)
Subject: FW: Phone use
Date: Monday, February 22, 2021 4:13:33 PM

From: Matt Nordfjord **Sent:** Wednesday, February 17, 2021 6:34 PM **To:** Chet Janik <cjanik@leelanau.gov> **Subject:** Phone use

Hi Chet –

New language below (fits in at pg. 12):

3. **Interruption/Leaving**

No member shall interrupt a meeting for private discourse or leave a meeting prior to adjournment unless excused by the Chairperson. The clerk shall record the time and point in the proceedings at which a member enters or leaves a meeting.

4. **Use of Cell Phones**

During meetings of the Board, including Committee meetings, all cell phones or other electronic devices shall be turned off or set to silent in order to avoid disruption. Notices of Board and Committee meetings will include direction that all cell phones or other electronic devices be turned off or set to silent in order to avoid disruption during the meeting. Disruption of a meeting by inappropriate use of a cell phone may be addressed in the same manner as other inappropriate disruptions.

5. **Order and Decorum**

The Chairperson shall at all times preserve order and decorum pursuant to these rules.

--

Matt Nordfjord, Shareholder
Cohl, Stoker & Toskey, PC
601 N Capitol Ave.
Lansing, MI 48933

**LEELANAU COUNTY
BOARD POLICY**

GENERAL SUBJECT: Workplace Environment Policies
Administrator

Policy No. **3.04**

SPECIFIC SUBJECT: Electronic/Cellular Device Etiquette Policy Adopted: 08/15/2006
Revised: 09/17/2013

APPLIES TO: All Leelanau County Employees and Elected Officials

PURPOSE: To silence electronic/cellular devices prior to meetings to minimize interruptions

1. Place “Please silence electronic/cellular devices” on agenda for all meetings. For example: before the Pledge of Allegiance at Board of Commissioners’ meetings.

2. If telephone needs to be on for emergency:
 - a. Notify board members before meeting begins.
 - b. Turn telephone to vibrate mode.
 - c. Leave room for conversation.

3. If telephone is mistakenly left on and it rings:
 - a. Do not answer.
 - b. Turn off immediately or silence it.

A suggested resolution for 2021 which is open for discussion and revisions

A resolution concerning the Covid 19 virus:

Where as, Leelanau County has been through eleven months of lockdowns and pauses and two surges of the Covid-19 virus and

Where as, businesses have been completely or partially shut down for a year, and

Where as, life has become unbearable for many unemployed residents with incidents of domestic violence, drug abuse, mental instability are surging and,

Where as, residences are not seeking the health care preventative serves for fear of contracting the COVID-19 virus, and

Now, Therefore, Be It Resolved, that the Leelanau County Board of Commissioners in order to reopen society recommends that a strategy of tax, fee and permit reduction be implemented to address the unintended consequences of the lockdowns and pauses, and

The Leelanau County Board of Commissioners forward this recommendation to all counties, State of Michigan elected officials and other state representative.

Voting yes:

Voting no

Clerk