

**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, May 11, 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](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](mailto: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.)*

**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
- Thirteenth Circuit Court Community Corrections Update 2-17
- Probate/Family Court Update

**ACTION ITEMS**

1. Thirteenth Circuit Court – Approval of Resolution #2021-xx, FY 2022 MDOC Grant. 18
2. Lake Leelanau Preservation Board Request. 19-27
3. Northwestern Regional Airport Commission –
  - a. Proposed Assignment and Assumption Agreement. 28-36
  - b. Proposed Property Purchase Agreement. 37-42
4. Sheriff’s Office – Acceptance of 2021 Marine Safety Grant. 43-45
5. Federal Funding Update – Potential Special Meeting.
6. Planning/Community Development, ERG Scrap Tire Recycling –
  - a. Recycling Agreement. 46-62
  - b. Community Collection Day. 63-76
7. Parks and Recreation Commission –
  - a. Myles Kimmerly Park Trail Debris Cleanup Recommendation. 77-116
  - b. Veronica Valley Park Pond Fish Stocking (Laggis Fish Farms). 117-123
8. Grand Traverse Band of Ottawa and Chippewa Indians 2% Allocation Applications, First Cycle –
  - a. Emergency Management, School Reunification Unit Supplies and Equipment, \$5,062.64. 124-130
  - b. Family Court, Leelanau Christian Neighbors Blessings in a Backpack, \$8,200.00. 131-137
  - c. Family Court, LIFT (Leelanau Investing In Teens), Building Renovation, \$22,039.00. 138-145
  - d. Parks and Recreation, Invasive Species Eradication, \$22,000.00. 146-154
9. Building & Grounds Committee Recommendation, Veronica Valley Park Bench Donation. 155-157
10. Opening Prayer Guidelines. 158-163
11. “Invisible Leelanau” – Discussion/Information Only, Commissioner Wessell. 164-173
12. Administration –
  - a. Vehicle/Boat Auctions Update.
  - b. Leelanau Clean Water Group Agreement. 174-181
  - c. Hiring Policy Moratorium (Co. Res. 2020-0210) Expiration Recommendation. 182-185

**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**

# MICHIGAN DEPARTMENT OF CORRECTIONS

*“Committed to Protect, Dedicated to Success”*



## Office of Community Corrections

Community Corrections Plan and Application  
Fiscal Year 2022

**CCAB Name: 13<sup>th</sup> Circuit Court Regional**

Email the application to:

1. [MDOC-OCC@michigan.gov](mailto:MDOC-OCC@michigan.gov)
2. Community Corrections Specialist

**DUE DATE: May 1, 2021**

<b>SECTION I: COMMUNITY CORRECTIONS ADVISORY BOARD INFORMATION</b>				
<b>Name of CCAB:</b> 13 <sup>th</sup> Circuit Court Regional			<b>Federal I.D. Number:</b> 38-6004852	
<b>A: General Contact Information:</b>				
	<b>CCAB Manager</b>	<b>CCAB Manager's Direct Supervisor</b>	<b>CCAB Chairperson</b>	<b>Agency Serving as Fiduciary of Award &amp; Contact Person</b>
<b>Name:</b>	Sherise Shively	Carol Stocking	Tristan Chamberlain	Grand Traverse County Administration
<b>Title:</b>	Manager	Court Administrator	Leelanau County Assistant Prosecutor	
<b>Address :</b>	280 Washington Street	280 Washington Street	8527 E. Governmental Center Dr.	400 Boardman Ave
<b>City:</b>	Traverse City	Traverse City	Suttons Bay	Traverse City
<b>State:</b>	MI	MI	MI	MI
<b>Zip:</b>	49684	49684	49682	49684
<b>Phone:</b>	231-922-4559	231-922-4502	231-256-9872	231-922-4781
<b>Fax:</b>	231-922-6889	231-922-6889	231-256-0133	
<b>Email:</b>	sshively@gtcountymi.gov	cstockin@86thdistrictcourt.org	tchamberlain@leelanau.gov	nalger@gtcountymi.gov

Type of Community Corrections Board: Regional Advisory Board
Counties/Cities Participating in the CCAB: Antrim, Grand Traverse, Leelanau
Date application was approved by the local CCAB: 4/27/2021
Date application was approved by county board(s) of commissioners and/or city council: Antrim 6/3/21 Grand Traverse 5/19/21 Leelanau 5/11/2021
Date application was submitted to OCC: 4/30/2021

<b>B: CCAB Membership</b>		
<b>Representing:</b>	<b>Name</b>	<b>Email</b>
<b>County Sheriff:</b>	Antrim- Dan Bean, Grand Traverse- Tom Bensley, Leelanau- Mike Borkovich	sheriff@antrimcounty.org, TBensley@gtsheriff.org, mborkovich@leelanau.gov
<b>Chief of Police:</b>	Jeff O'Brien	jobrien@traversecitymi.gov
<b>Circuit Court Judge:</b>	Thomas Power	tpower@grandtraverse.org
<b>District Court Judge:</b>	Michael Stepka	mstepka@86thdistrictcourt.org
<b>Probate Court Judge:</b>	Melanie Stanton	mstanton@grandtraverse.org
<b>County Commissioner(s):</b>	Christian Marcus Daryyl Nelson Debra Rushton	cmarcus@antrimcounty.org dnelson@gtcountymi.gov drushton@leelanau.gov
<b>Service Area (Up to 3):</b>	Michael Gillespie	mgillespiesw@yahoo.com
<b>County Prosecutor:</b>	Tristan Chamberlain	tchamberlain@leelanau.gov
<b>Criminal Defense:</b>	Janet Mistele	JMistele@MisteleLaw.com
<b>Business Community:</b>	Rob Lajko	rlajko@centinc.com
<b>Communications Media:</b>	Patrick Livingston	plivingston@upnorthlive.com
<b>Circuit/District Probation:</b>	Thomas Chapman	chapmant@michigan.gov
<b>City Councilperson:</b>	N/A	
<b>Workforce Development:</b>	Vacant	
1. Does your CCAB have Bylaws? Yes If yes, have they been revised within the last 2 years? April 2019		

2. What steps does your CCAB take to orientate new CCAB members ensuring the understanding of their roles and responsibilities? **All new members are offered to meet with Manager for an orientation including review of ByLaws, Manager Manual, programs available and procedures. They are also offered to shadow employees to see the roles each have.**

## **SECTION II: ANALYSIS & COMPREHENSIVE CORRECTIONS PLAN**

### **Introduction and Instructions for your Comprehensive Corrections Plan:**

Michigan Public Act 511, also known as the Community Corrections Act, was established in 1988 in an effort to improve the State's prison commitment rates (PCR) through the development and utilization of evidence-based, community corrections programming that targets Group 2 straddle cell offenders, OUIL-3<sup>rd</sup> offenders, and probation violators assessed as moderate to high in risk and or needs. Counties and regions establishing a Community Corrections Advisory Board (CCAB) appoint member stakeholders as required by PA-511 to identify and target local criminogenic needs that impact prison commitments and recidivism. CCABs are obligated to abide by PA-511 and Michigan Office of Community Corrections (MOCC) requirements when receiving MOCC funding, including but not limited to data tracking and analysis, as well as minimum program eligibility and utilization requirements.

This Application serves as your CCAB's Comprehensive Corrections Plan. To be considered for funding, it must include specific and detailed explanation as to how your plan will impact State Board Priorities, local prison commitment rates, recidivism, and local priorities/initiatives through identified key objectives. Strategies to obtain key objectives as well as performance measures must also be identified. For the purpose of this application, the following terms and definitions apply:

- 1) *Key Objectives* – Overall PCR Objective, Group 2 Straddle Objective, and Recidivism Objective(s) - your CCAB may identify other objectives in addition to these required objectives.
- 2) *Supportive Strategies* – Proposed OCC funded programming and/or services that are intended to support the objectives identified.
- 3) *Performance Measures* – Identified in each proposed program description, these are the specific methods your CCAB will utilize to measure outcomes of programming and their impact on State Board Priorities.

### **Felony Data Analysis:**

OCC will provide CCABs with relevant felony dispositional data to complete the application. CCABs must analyze this data along with local CCIS data (reports run locally from COMPAS Case Manager) and develop key objectives and supportive strategies that will help attain local goals and support State Board Priorities.

A thorough analysis of the data should include:

- Overall PCRs, rates within sentencing guideline ranges, PCRs within Group 1 and Group 2 offense categories, status at time of offense and recidivism of probation violators, both new sentence and technical
- Reference to changes in PCRs compared to prior years
- Other changes in your CCAB/area that influence changes (new stakeholders, new or changing policies and/or procedures, emerging crimes, offender characteristics, etc.)
- Review your past OCC funding proposals for ideas

**Your data analysis forms the basis of your objectives and strategies. A weak link between them may result in denial of, or conditional revisions to, your Comprehensive Corrections Plan. Therefore, it is important to demonstrate a solid connection between your data, objectives, and supportive strategies.**

**Example:** Objective #1 is intended to impact the overall prison commitment rate (PCR). To address this, your CCAB should analyze local felony dispositional & CCIS data and identified trends or changes that impacted that data. For example, trends and changes may include:

- CCAB stakeholder changes
- New judicial, probation, or CCAB staff or other personnel issues that impact referrals, screenings, or programming
- Service provider changes or issues
- Trends in local criminality (example: increase in drug related offenses, decrease in probation violations, etc.)
- Development or changes in local court services or programming (example: new Specialty Court programming, changes to court programming eligibility, etc.)

Your CCAB must then determine its proposed Overall PCR based on this analysis, with consideration given to the average of the last 3 years. Your CCAB must then identify the strategies that will impact its Overall PCR. All strategies that you are requesting funding for must be also be listed on the Budget Cost Description and have a completed Program Description. If you request funding for a program or service that is not identified as a strategy impacting any objective, it will not be considered for funding.

**SAMPLE OBJECTIVE:** To reduce the County’s Overall Prison Commitment Rate (PCR) to 16% or less.

**SAMPLE STRATEGY:** C01 Cognitive Programming, G18 Outpatient Treatment Services, and B15 Employment Skills. I25 Gatekeeper will be utilized to screen all offenders for eligibility.

**A-1: Using OMNI Felony Disposition data supplied by OCC for the previous two fiscal years:**

1. Are overall felony dispositions increasing, decreasing, or stable? Choose an item.
2. In the two charts below, please fill in the rates and number of dispositions for the **previous two fiscal years**. For CCABs with correctional facilities, please remove those dispositions with prisoner status (OMNI Report 3). Describe changes within Sentencing Guideline (SGL) categories identified below, including prison and non-prison dispositions, for State Board Target Populations. Any additional pertinent information necessary to establish a trend beyond 2 years must be included.:

FY 2019 State PCR:	19.7%	Group 2 Rate:	12.9%	Straddle Cell Rate:	24.0%	Group 2 Straddle Rate:	23.0%
Overall PCR:	36.9%- 106 prison dispositions out of 287 felony dispositions						
Group 1:	48.1% - 51 prison dispositions out of 106 felony dispositions						
Group 2:	30.4% - 55 prison dispositions out of 181 felony dispositions						
Straddle PCR:	58% - 48 prison dispositions out of 69 felony dispositions						
Group 1:	53.1% - 17 prison dispositions out of 32 felony dispositions						
Group 2:	62.2% - 23 prison dispositions out of 37 felony dispositions						
FY 2020 State PCR:	19.2%	Group 2 Rate:	13.4%	Straddle Cell Rate:	22.9%	Group 2 Straddle Rate:	21.7%
Overall PCR:	42.3%- 107 prison dispositions out of 253 felony dispositions						
Group 1:	56% - 56 prison dispositions out of 100 felony dispositions						
Group 2:	33.3% - 51 prison dispositions out of 153 felony dispositions						
Straddle PCR:	68.7% - 46 prison dispositions out of 67 felony dispositions						
Group 1:	66.7% - 22 prison dispositions out of 33 felony dispositions						
Group 2:	70.6% - 24 prison dispositions out of 34 felony dispositions						

3. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives--for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed. **COVID-19 had the most significant impact on all of our procedures, policies and projected usage of OCC funded programs. While we did not shut down any program, many have been underutilized as less offenders are**

progressing through the criminal justice process. Jury trials have not been held in almost a year, law enforcement practices were changed with only violent offender or those posing a significant safety risk to the community being arrested. CCAB staff responded quickly to the need to release those eligible in jail and supervise them, which enabled the jails to reduce their numbers to safely house those not eligible to be released. Grand Traverse County was the first jail in the state to meet MDOC Covid Requirements.

**A-2: Felony Analysis - Key Objectives and Strategies**

**NOTE:**

- Key Objectives should be measurable and provide sufficient detail so progress can be monitored.
- Strategies are the local programs that will be used to impact your Key Objectives. **Only proposed programs that impact at least one Key Objective will be considered for funding.**

**1. Key Objective #1 is intended to impact the Overall Prison Commitment Rate – please state the Objective: Reduce the overall PCR to 35%**

List OCC Programs in support of Objective #1:

F22 Pretrial Assessment  
 F23 Pretrial Supervision  
 D23 Intensive Supervision Jail Alternative  
 D23 Intensive Supervision Drug Court  
 C01 MRT  
 C01 MTREM

List Non-OCC funded Programs in support of Objective #1

**Sobriety Court, outpatient mental health programming & PIHP Funded SUD Treatment**

**2. Key Objective #2 is intended to impact the Group 2 Straddle Cell Rate – please state the Objective: Reduce the overall Group 2 PCR to 25%**

List OCC Programs in support of Objective #2:

F22 Pretrial Assessment  
 F23 Pretrial Supervision  
 D23 Intensive Supervision Jail Alternative  
 D23 Intensive Supervision Drug Court  
 C01 MRT  
 C01 MTREM

List Non-OCC funded Programs in support of Objective #2

**Sobriety Court, outpatient mental health programming & PIHP Funded SUD Treatment**

**B: Recidivism Analysis**

Public Act 511 mandates that CCABs “Provide improved local services for individuals involved in the criminal justice system with the goal of reducing the occurrence of repeat criminal offenses that result in a term of incarceration or detention in jail or prison.” As such, CCABs are required to address recidivism within their comprehensive plan, with a specific emphasis on how the plan is intended to impact the local recidivism rates.

The State Board has defined recidivism as “Probation Violations, either technical or new sentence, resulting in prison,” and has identified Probation Violators as being indicative of performance in this area:

- i. Probation Violators with a new felony conviction resulting in a prison sentence (PVNS)
- ii. Technical Probation Violators resulting in a prison sentence (PVT)

Based on OMNI Report 3, please use the following table to report the number of Probation Violators **that resulted in a prison disposition** for each listed category. Regional CCABs should list the Probation Violation Data for each County separately and provide a total, regional rate at the end of each row.

**B-1: Using OMNI Felony Disposition data provided by OCC for:**

Previous Fiscal Year Recidivism Rates							
County Name	Antrim	Grand Traverse	Leelanau				Totals for Region:
<b>Probation Violation - New Sentence to Prison</b>							
Total	1	9	0				10
<b>Probation Violation – Technical to Prison</b>							
Total	2	11	0				13

**B-2: Using OMNI Felony Disposition data supplied by OCC for the previous fiscal years:**

1. Are overall felony Probation Violations dispositions increasing, decreasing, or stable? Decreasing
2. Describe changes within the Probation Violation disposition data for the previous two fiscal years, including prison and non-prison dispositions. Report rates with detailed explanation: **2019 Data shows the following: PVNS 8/117, PVT 19/11. 2020 data shows PVNS 10/107 and PVT 13/107. While there was a slight increase in PVNS of 2 for 2020, there is reduction by 9 of PVT and an overall reduction in prison dispositions by 10 from 110 with PVNS at 9.3% and PVT at 12.1%.**
3. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives--for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed. **In response to the opioid epidemic in our region, starting in the Pre-Trial phase, new felony offenders are identified via the PRAXIS to participate in our Drug Court program as well as any other diversion practices the prosecutor deems appropriate. With education and awareness of addiction and available resources provided by our CCAB, Judges as well as DOC Agents are taking advantage of new practices available and diverting those who traditionally would remain in circuit court as a violator, but are now allowing them to participate in available diversion programs. This is having a positive impact on not only our Violators, but our overall PCR.**  
  
**\*\*A note regarding our PCR- participants in our Drug court (22 for 2019) and Sobriety Court (26 for 2019) are never remanded to Circuit Court, therefore their convictions are not entered into the denominator of sentenced felons. This skews our accurate PCR as those offenders are not included in the state OMNI data.**

**B-3: Recidivism Key Objectives and Strategies**

**NOTE:**

- Key Objectives should be measurable and provide sufficient detail so progress can be monitored.
- Strategies are the local programs that will used to impact your Key Objectives. **Only proposed programs that impact at least one Key Objective will be considered for funding.**

1. **Objective #1 is intended to impact recidivism by targeting: Probation Violators with a new sentence State the Objective: Reduce the prison commitment rate of PVNS at or below 8%**

List OCC Programs in support of Objective #1:

F22 Pretrial Assessment  
 F23 Pretrial Supervision  
 D23 Intensive Supervision Jail Alternative  
 D23 Intensive Supervision Drug Court  
 C01 MRT  
 C01 MTREM

List Non-OCC funded Programs in support of Objective #1

Sobriety Court, outpatient mental health programming & PIHP Funded SUD Treatment

2. Objective #2 is intended to impact recidivism by targeting: <b>Technical Probation Violators</b> State the Objective: <b>Reduce the prison commitment rate of PVT at or below 11%</b>
<u>List</u> OCC Programs in support of Objective #2: <b>F22 Pretrial Assessment</b> <b>F23 Pretrial Supervision</b> <b>D23 Intensive Supervision Jail Alternative</b> <b>D23 Intensive Supervision Drug Court</b> <b>C01 MRT</b> <b>C01 MTREM</b>
<u>List</u> Non-OCC funded Programs in support of Objective #2: <b>Sobriety Court, outpatient mental health programming &amp; PIHP Funded SUD Treatment</b>

**C: COMPAS Criminogenic Needs Profile**

1. Please list the top 3 needs scales (medium/probable and high/highly probable combined) for **men and women collectively** as identified within the COMPAS Criminogenic Needs and Risk Profile for **all probationers** provided by OCC. Additionally, identify both the local and OCC strategies that will impact the identified needs scales: **Substance Abuse, Social Environment and Criminal Opportunity**

**Substance Abuse:**  
**LOCAL STRATEGIES:** Clients are assessed by NMRE our local PIHP for any SUD levels. Clients are placed in the appropriate treatment recommended. Our local PRS facility is used for almost all male offenders. If they complete Residential Treatment they then step down to the PRS facility and participate in outpatient treatment including MRT/MTREM.

**OCC FUNDED PROGRAMS:** F23 Pretrial, D23 Intensive Supervision/Drug Court, D23 Intensive Supervision Jail Alternative, DDJR Funding. C01MRT, C01 MTREM.

**Criminal Opportunity:**  
**OCC FUNDED STRATEGIES:** MRT- This program targets a change the thinking patterns involved in criminal behavior. MTREM which targets both SUD and Trauma related issues.

**Social Environment:**  
**OCC FUNDED STRATEGIES:** C01 MRT and C01 MTREM.

**NON OCC FUNDED PROGRAMS:** Our counties fund treatment for Theft related convictions, Domestic Violence & Other violent behavior.

2. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives--for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed. **Manager Is on the panel for Substance use coalitions in both Grand Traverse and Leelanau, she also advocates for better SUD treatment and processes by the local PIHP as a Board Member of the regions CMH. These involvements are all educating local stakeholders and policy makers in our region and having a positive impact.**

**D: Local Practices to Address Probation Violators**

Please explain in detail how the CCAB is targeting the needs of felony probation violators, both new sentence and technical. Include both local and OCC funded practices. **Judges and DOC officers are informed of all OCC funded as well as local**



programming already discussed earlier in the application and encouraged to allow offenders to participate as well as refer to our programming. CCAB staff determine who is eligible and gather required data from DOC agents.

### **E: Local Vocational/Educational Practices**

Please explain in detail what is being done locally to address the local vocational/employment needs of offenders. Remember to consider trade schools, community colleges or universities who offer training to our offenders. Include both local and OCC funded practices. **We have no OCC funded programs in this area. Our local Michigan Works program offers many programs and assistance to offenders to help them obtain employment. CCAB staff also works very closely with those they supervise to help them obtain employment, each offender unless they are disabled are expected to be full time employed. Staff assist with resumes, job applications, interview techniques and can also provide transportation to job interviews as needed. Goodwill Industries of Northern Michigan also has a Work Skills training program. Offenders are referred for training and once complete Goodwill will place them in a paid position.**

**Staff work with Northwestern Michigan College for technical training programs available. Michigan Works also provides Manager with information for free training opportunities available to offenders when they are scheduled. For example, welding and construction programs have been held in 2019/2020.**

### **F: Local Practices to Address Persons with Substance Use Disorder(s)**

1. How do defendants and offenders get screened for substance use services in your area (regardless of funding source)? **Our region has worked with the PIHP for our area for over a decade to arrange treatment for offenders. Both the DOC agents and CCAB Staff arrange for screenings by the Northern Michigan Regional Entity (NMRE) the PIHP to determine level of need.**
2. How do defendants and offenders get referred for a substance use assessment in your area (regardless of funding source)? **Once an offender is screened/assessed by NMRE or the local area treatment provider, for those who don't have transportation available to enter treatment, which is up to 4 hours away, CCAB staff will transport offenders or will arrange and provide bus transportation to the offender. Staff will also arrange transport back to local area once completed to then being next level of care. For those who aren't eligible for PIHP assistance and cannot afford out of pocket outpatient service, CCAB staff work with area providers to arrange sliding fee scale payments.**
3. After screening, how do defendants and offenders get referred to appropriate ASAM level of care treatment in your area? **Our local PIHP uses ASAM level of care assessment protocols and tools during their assessment process**
4. Are there any barriers or gaps in service to obtaining an assessment and treatment that your CCAB is requesting OCC funding to fill? **For participants of either I24, D23 or are (formerly DDJR) Eligible in Sobriety Court, because our area is so remote and transportation is often non-existent, this is a large barrier to success. Another barrier is for those who are not approved for funding from the PIHP and do not have private insurance, they are unable to access services if they can't afford to pay for it out of pocket. Another barrier is the cost of copay fees for treatment. If so, please describe in detail:**
5. What non-PA 511 funded services are available in your area? Be sure to include treatment court services. **PIHP, Private Insurance, Treatment Courts, 12 step recovery groups.**

### **G: Comprehensive Corrections Plan Summary**

1. Please explain how the Comprehensive Corrections Plan, in coordination with the local practices, will impact the State Board Priorities, and ultimately offender success: **The Comprehensive Plan provides us the opportunity to administer our OCC funded programs, as well as arrange opportunities for offenders to participate in local initiatives not funded by OCC, which are numerous. We are fortunate to have several treatment options, public interest and support. The Comprehensive Plan enables us to fill the programs that aren't provided in the community and that work is done by staff who are funded by the Grant. Each of the programs we have, directly target the state board priorities of reducing prison commitments and violations.**

Our Judges support the programs we have and know that these services cannot be provided anywhere else in our legal system. We have developed a good system using OCC resources fiscally responsibly, as well as local initiatives to create individualized plans for each of our participants. Those plans target the direct needs of each person and address their barriers to success such as addictions, criminal thinking/activities, education needs and life skills, thus creating a situation where they can be successful. Our Community Corrections department and staff are often the first line in addressing needs when the Judges don't know where to place someone for the help they need. We have always been creative and problem solving when given numerous difficult situations. Our goal is to address any need presented by the court and arrange resources to offenders who no one else is serving in those areas.

During the COVID-19 process CCAB staff were intensively active in processing inmates that could be monitored by our department for release from jail. This didn't just effect felons, this was for all inmates in jail whether in Pretrial status, work release or sentenced. Our department was the only one able to act quickly to provide this supervision, because of the prepared programs we already have in place. Our CCAB provides excellent options for the entire criminal court system.

2. What steps will you take if you find that you are not meeting your objectives, or your strategies are not being implemented as planned? **Manager analyzes data on a monthly bases and works closely with OCC staff if any problems are indicated. The CCAB is notified of any areas of concern and they address those identified. Staff works closely with Judges and MDOC staff to address underutilization issues.**
3. Program eligibility overrides may be requested in writing to the assigned OCC Specialist. Please document any additional override procedures your CCAB has approved. **If a Judge orders and offender into programming that is not identified as eligible, the person is placed in programming with an override. Staff also contacts Grant Supervisor for override issues to obtain approval.**

**MICHIGAN DEPARTMENT OF CORRECTIONS  
OFFICE OF COMMUNITY CORRECTIONS  
FY 2022 FUNDING PROPOSAL**

**13th Circuit Regional**

**Comprehensive Plans & Services**

Program	Program Code	Funding Request	Approved Funding	Reserved Funding	Total Funding Recommendation
<b>Group-Based Programs</b>					
Education	B00	-			-
Employment	B15	-			-
Cognitive	C01	25,325			-
Domestic Violence	C05	-			-
Sex Offender	C06	-			-
Outpatient Services	G18	-			-
Other Group Services	G00	-			-
<b>Sub-Total</b>		<b>25,325</b>	-	-	-
<b>Supervision Programs</b>					
Intensive Supervision	D23	62,687			-
Electronic Monitoring	D08	-			-
Pretrial Supervision	F23	87,023			-
<b>Sub-Total</b>		<b>149,710</b>	-	-	-
<b>Assessment Services</b>					
Actuarial Assessment	I22	-			-
Pretrial Assessment	F22	66,450			-
<b>Sub-Total</b>		<b>66,450</b>	-	-	-
<b>Gatekeeper</b>					
Gatekeeper	I25	-			-
<b>Sub-Total</b>		-	-	-	-
<b>Case Management</b>	I24	-			-
<b>Substance Abuse Testing</b>	G17	-			-
<b>Other</b>	Z00	-			-
<b>5 Day Housing</b>	Z02	-			-
<b>Program Total</b>		<b>241,485</b>	-	-	-
<b>Administration</b>					
Salary & Wages		63,846.00			-
Contractual Services		-			-
Equipment		8,000.00			-
Supplies		1,000.00			-
Travel		8,000.00			-
Training		2,325.00			-
Board Expenses		400.00			-
Other		-			-
<b>Administration Total</b>		<b>83,571</b>	-	-	-
<b>Total Comprehensive Plans &amp; Services</b>		<b>325,056</b>	<b>0</b>	<b>0</b>	<b>0</b>

Summary of Program Services FY2022

13th Circuit Regional						
Program Code	Program & Service Type	Name of Program (Fill in)		Projected Enrollments	Carry overs	Total in Program
Administration	Administration	Administration	Administration	n/a	n/a	n/a
C01	Cognitive	Moral Reconation Therapy (MRT)	C01 - Moral Reconation Therapy (MRT)	55	10	65
C01	Cognitive	Male Trauma Recovery and Empowerment	C01 - Male Trauma Recovery and Empd	24	12	36
D23	Intensive Supervision	Drug Court	D23 - Drug Court	20	10	30
D23	Intensive Supervision	Jail Alternative	D23 - Jail Alternative	55	10	65
F22	Pretrial Assessment	Pretrial Assessment	F22 - Pretrial Assessment	325	0	325
F23	Pretrial Supervision	Pretrial Supervision	F23 - Pretrial Supervision	250	30	280
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**IMPORTANT NOTE:** AFTER YOU HAVE COMPLETED YOUR COST DESCRIPTIONS SHEET FOR A PROGRAM CODE, AND YOU CHANGE JUST ONE CHARACTER IN THE "NAME OF PROGRAM" DESCRIPTION IN THIS PROGRAM SUMMARY SHEET, YOU WILL NEED TO RESET THE PROGRAM CODE/NAME IN YOUR COST DESCRIPTIONS SHEET, USING THE DROP DOWN. IF YOU DO NOT, IT WILL NOT CARRY FORWARD TO YOUR PROPOSAL, AND YOU MAY NOT RECEIVE FUNDING.



**Program Cost Descriptions FY2022**

**13th Circuit Regional**

**Salary & Wage Costs**

**Position 1**

Title:	Manager	Name of Individual:	Sherise Shively
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Number of Hours Worked Per Year. (Full Time is 2,080)	2080.00	FTE Equivalent:	1.00
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**Funding Sources & Cost Allocation**

Program Code/Name	CPS	Local/Other	Fee Revenue	Totals	Duties and Terms of Reimbursement
Administration	63,846	35,556		99,402	<p>Manage staff, compiles and completes annual MDOC Grant Application, Mid-Year, Year-End and Monthly reports. Manage budget and all functions of department, prepare, propose and manage all contracts with providers. Prepares documents and plans CCAB Meetings. Provide support for both the Circuit Court and District Court for all "alternative" programming regardless of funding provider. Represents the CCAB at all attended public meetings and promotes programming. Serves on various boards, coalitions and commissions as directed by administration or board chairs.</p> <p>Screen all sentenced offenders for eligibility for MRT, MTREM and Jail Alternative programs. Administer PRAXIS and all Pretrial assessment protocols to complete and submit report to court. Administer Compas Assessment for all felony OWI 3rd Participants of the Sobriety Court.</p> <p>Coordinates and implements usage of Electronic Monitoring (GPS,CAM/Remote Breath) for those both on Pretrial Supervision/bond as well as ordered by the court.</p> <p>Wages include hourly wage plus all benefits (medical, dental, vision, disability, etc) which is provided by both CPS Funds and Local dollars as indicated.</p> <p align="center">*subject to cost of living Increase.</p>
C01 - Moral Reconation Therapy (MRT)	1,000			1,000	
C01 - Male Trauma Recovery and Empowerment Model (MTREM)	1,000			1,000	
F22 - Pretrial Assessment	1,750			1,750	
D23 - Jail Alternative	1,750			1,750	
<b>Totals</b>	69,346	35,556	-	104,902	

**Position 2**

Title:	Community Corrections Officer	Name of Individual:	Margaret Drury
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Number of Hours Worked Per Year. (Full Time is 2,080)	2080.00	FTE Equivalent:		1.00	
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**Funding Sources & Cost Allocation**

Program Code	CPS	Local/Other	Fee Revenue	Totals	Duties and Terms of Reimbursement
D23 - Jail Alternative	37,000	44,388		81,388	<p>complete in-jail interview, gather required court sentencing information, DOC agent coloboration and create proposed amended probation order for placement in program and submit to Judge for approval. Intensively supervise defendants in lieu of jail through jail outdate, monitor house arrest compliance, outpatient counseling attendance, and all components indicated in Program Description. Administer PRAXIS and Pretrial Assessment duties as outline in Program Description to generate report for court.</p> <p>Supervise Pretrial participants placed under supervision by court.</p> <p>Implements usage of Electronic Monitoring (GPS,CAM/Remote Breath) for those both on Pretrial Supervision/bond as well as ordered by the court.</p> <p>Wages include hourly wage plus all benefits (medical, dental, vision, disability, etc) which is provided by both CPS Funds and Local dollars as indicated.</p> <p>*subject to cost of living Increase.</p>
F22 - Pretrial Assessment	1,000			1,000	
F23 - Pretrial Supervision	4,000			4,000	
<b>Totals</b>	42,000	44,388	-	86,388	

**Position 3**

Title:	Community Corrections Officer	Name of Individual:	Lynn Hildebrand
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Number of Hours Worked Per Year. (Full Time is 2,080)	2080.00	FTE Equivalent:		1.00	
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**Funding Sources & Cost Allocation**

Program Code	CPS	Local/Other	Fee Revenue	Totals	Duties and Terms of Reimbursement
F22 - Pretrial Assessment	20,000	5,444		25,444	<p>Administer PRAXIS and Pretrial Assessment duties as outline in Program Description to generate report for court.</p> <p>Supervise Pretrial participants placed under supervision by court.</p> <p>Coordinates and implements usage of Electronic Monitoring (GPS,CAM/Remote Breath) for those on Pretrial Supervision/bond, as well as others ordered by the court.</p> <p>Wages include hourly wage plus all benefits (medical, dental, vision, disability, etc) which is provided by both CPS Funds and Local dollars as indicated.</p> <p>*subject to cost of living Increase.</p>
F23 - Pretrial Supervision	50,000			50,000	
<b>Totals</b>	70,000	5,444	-	75,444	

Position 4					
Title: Community Corrections Officer		Name of Individual: Beth Lajko			
Number of Hours Worked Per Year. (Full Time is 2,080)		2080.00	FTE Equivalent:	1.00	
Funding Sources & Cost Allocation					
Program Code	CPS	Local/Other	Fee Revenue	Totals	Duties and Terms of Reimbursement
D23 - Drug Court	23,477	48,039		71,516	Determine eligibility for those proposed for entrance in Drug Court and completes COMPAS Assesment with participant for program eligibility. Prepare PSI, arrange programming for participants, supervise caseload, attend weekly court hearings, team meetings and meets with offenders up to twice weekly. Wages include hourly wage plus all benefits (medical, dental, vision, disability, etc) which is provided by both CPS Funds and Local dollars as indicated. *subject to cost of living Increase.
<b>Totals</b>	23,477	48,039	-	71,516	

Position 5					
Title: Compliance Officer		Name of Individual: Courtnie Smus			
Number of Hours Worked Per Year. (Full Time is 2,080)		2080.00	FTE Equivalent:	1.00	
Funding Sources & Cost Allocation					
Program Code	CPS	Local/Other	Fee Revenue	Totals	Duties and Terms of Reimbursement
F22 - Pretrial Assessment	43,700	26,814		70,514	Administer PRAXIS and Pretrial Assessment duties as outline in Program Description to generate report for court. Coordinates and implements usage of Electronic Monitoring (GPS,CAM/Remote Breath) for those both on Pretiral Supervision/bond as well as others ordered by the court. Wages include hourly wage plus all benefits (medical, dental, vision, disability, etc) which is provided by both CPS Funds and Local dollars as indicated. *subject to cost of living Increase.
<b>Totals</b>	43,700	26,814	-	70,514	

Salary & Wage Totals	248,523	160,241	-	408,764	
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Contractual Services	
Contract 1	
Name of Provider:	Addiction Treatment Services
Services Provided:	Moral Reconation Therapy (MRT)

Terms of Reimbursement:	\$220 Per group session, Groups with less than 3 eligible offenders will be paid at \$40 per person per session. 1 group per week for estimated 50 weeks per year.			
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Funding Sources & Cost Allocation				
Program Code	CPS	Local/Other	Fee Revenue	Totals
C01 - Moral Reconation Therapy (MRT)	11,000			11,000
				-
Sub - Total	11,000	-	-	11,000

**Contract 2**

Name of Provider:	Addiction Treatment Services
Services Provided:	Male Trauma Recovery and Empowerment Model (MTREM)
Terms of Reimbursement:	\$220 Per group session, Groups with less than 3 eligible offenders will be paid at \$40 per person per session. 1 Group per week for estimated 50 weeks per year.

Funding Sources & Cost Allocation				
Program Code	CPS	Local/Other	Fee Revenue	Totals
C01 - Male Trauma Recovery and Empowerment Model (MTREM)	11,000			11,000
				-
Sub - Total	11,000	-	-	11,000

**Contract 3**

Name of Provider:	Total Court Services
Services Provided:	Provider of all electronic monitoring devices (PBT, CAM, GPS) and Court Fact App.
Terms of Reimbursement:	\$4.25 per person per day for GPS and In-Home PBT machines. \$9 per person per day for CAM Alcohol Monitoring devices. APP Court Fact, \$1.00 per reminder (estimate for year of 3,000 reminders).

Funding Sources & Cost Allocation				
Program Code	CPS	Local/Other	Fee Revenue	Totals
F23 - Pretrial Supervision	33,023			33,023
				-
Sub - Total	33,023	-	-	33,023

<b>Total</b>	55,023	-	-	55,023
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**Equipment**

Program Code	CPS	Local/Other	Fee Revenue	Totals	Description
Administration	8,000	8,980		16,980	Computers, printers, OnBase, Electronic equipment, IT services for equipment.
				-	
<b>Total</b>	8,000	8,980	-	16,980	

**Supplies**



Program Code	CPS	Local/Other	Fee Revenue	Totals	Description
Administration	1,000			1,000	Office Supplies, desks, chairs, etc.
C01 - Moral Reconation Therapy (MRT)	1,325			1,325	Workbooks for 55 participants at \$25 each.
D23 - Drug Court	460			460	Addiction Recovery Skills Workbook. 1 per 20 participants at \$23 each
				-	
<b>Total</b>	2,785	-	-	2,785	

### Travel

Program Code	CPS	Local/Other	Fee Revenue	Totals	Description
Administration	8,000	1,750		9,750	Staff travel between 3 counties to see offenders min of 2 x's per week, more for placement of GPS/CAM on Pretrial defendants. Manager attends 3 county board meetings as required. (cont below)
				-	Staff travel to statewide conferences for training including motel, food, mileage. Staff or outside provider transport participants to Residential/PRS facilities for treatment when client unable to transport self.
<b>Total</b>	8,000	1,750	-	9,750	

### Training

Program Code	CPS	Local/Other	Fee Revenue	Totals	Description
Administration	2,325			2,325	Membership fees for associations, Conference expenses for MATCP, NAPSA and other local trainings.
				-	
<b>Total</b>	2,325	-	-	2,325	

### Board Expenses

Program Code	CPS	Local/Other	Fee Revenue	Totals	Description
Administration	400				Supplies and food for board meetings up to 3 X's per year
<b>Total</b>	400	-	-	400	

### Other

Program Code	CPS	Local/Other	Fee Revenue	Totals	Description
				-	
				-	
<b>Total</b>	-	-	-	-	

LEELANAU COUNTY RESOLUTION #2021-

**13<sup>th</sup> Circuit Court Community Corrections Grant Application to MDOC for FY 2022**

**WHEREAS**, on May 18, 2021, the Leelanau County Board of Commissioners approved submission of the yearly Plans and Services Grant Application to the Department of Corrections, Office of Community Corrections; and,

**WHEREAS**, the grant is for one year starting with October 1, 2021, in the amount of \$325,056.00 and,

**WHEREAS**, now, the application requires approval from the Leelanau Board of Commissioners to continue funding for the next fiscal year with no changes or amendments.

**NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT** Leelanau County approves the submission of the 13<sup>th</sup> Circuit Court Community Corrections FY2022 Grant Application to Michigan Department of Corrections/Office of Community Corrections as presented.

APPROVED: \_\_\_\_\_  
*Date*

## Chet Janik

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**From:** Tim Perrone <tperrone@cstmlaw.com>  
**Sent:** Wednesday, April 21, 2021 4:49 PM  
**To:** Chet Janik  
**Cc:** Peter Cohl  
**Subject:** RE: Lake Leelanau Preservation Board questions

Chet:

I have reviewed your questions. Here are my responses:

1. *Though the statute grants the County the right to contribute up to 25% of the cost of the lake board, could the lake board require the County to make that contribution?* No. MCL 324.30911 states that the County Board of Commissioners “may” provide up to 25% of the cost of a lake improvement project. This payment is discretionary by the County Board, and cannot be imposed upon it by the Lake Board.
2. *Could the County be required to contribute to the lake board if the lake board decides that the County receives a benefit from the lake board’s work, even if it owns no property on the lake?* Yes, but only if all statutory requirements are met. MCL 324.30912 allows for special assessments against landowners and “each local unit of government” that derives benefit from the lake improvement project.

The term “benefit” is defined in MCL 324.30901(a) as advantages resulting from a project to public corporations, the inhabitants of public corporations, the inhabitants of this state, and property within public corporations, and includes benefits that result from elimination of pollution and elimination of flood damage, elimination of water conditions that jeopardize the public health or safety; increase of the value or use of lands and property arising from improving a lake or lakes as a result of the lake project and the improvement or development of a lake for conservation of fish and wildlife and the use, improvement, or development of a lake for fishing, wildlife, boating, swimming, or any other recreational, agricultural, or conservation uses.

Even so, MCL 324.30921 allows for any municipalities, townships or counties, whose lands are exempt by law, to adopt a resolution agreeing to pay the special assessment against the lands. The statute does not address whether the townships or the County would be exempt from an at-large assessment, such that its agreement to pay would be a prerequisite for payment as it is for lands owned by the townships or County.

3. *Does the County in its resolution to create a lake board have the power to require the lake board to adopt a particular assessment approach?* MCL 324.30908 provides that the Lake Board, “when instructed by resolution” of the County Board, shall determine the scope of the project and shall establish a special assessment district, including within the special assessment district all parcels of land and local units which will be benefited by the improvement of the lake. There is nothing in the statute that would prevent the County from instructing the Lake Board in the Resolution that the special assessment district, for example, shall not include at large assessments against the townships and/or the County, i.e., a determination that the local units are not necessarily benefited from the project.
4. *Could the County in its resolution to create a lake board also include a non-binding recommendation to the lake board that it adopt a particular assessment approach?* Yes. See #3 above.

Please contact me if you have any questions, or wish to discuss further.

## Rationale for Establishing Lake Leelanau Preservation Board

March 2021

### Overview

Large inland lakes such as Lake Leelanau are priceless natural resources. They add enormously to the quality of life of those privileged to live near them and to visitors who come from throughout the country to enjoy them. Like other natural resources, they must be actively protected or, as some communities have learned, they can be lost to pollution, invasive plants or careless development.

Lakes are most valuable to communities when they are clean and healthy. Clean lakes offer better recreation opportunities—and thus more tourist revenue—as well as higher tax revenue. One study estimated that inland lake properties in Michigan generate \$3.4 billion in annual tax income to local governments.<sup>1</sup> Other studies have shown that lake property values and tax revenue decline as water clarity decreases.<sup>2</sup> Thus there is strong incentive for local communities to pursue policies that keep lakes clean.

Lake Leelanau encompasses more than 8,000 acres of water and is approximately 15 miles long from tip to tip. Although located entirely within Leelanau County, the lake's shoreline borders six townships: Bingham, Centerville, Elmwood, Leland, Solon and Suttons Bay.

The power to protect inland lakes is shared among all levels of government. All people have a stake in the outcome: clean water for drinking, swimming, fishing, boating and other recreational activities as well as the protection of natural resources for future generations. State and federal agencies have regulations to protect lakes; however, there are gaps in inland lake protection because not all aspects or features of inland lakes are regulated under state or federal laws. Local governments can fill these gaps in lake protection because they have the ability to develop future land use plans and to make land use decisions.<sup>3</sup>

Proactive efforts by local governments to preserve the quality of life in their communities are part of the rich history of home rule in Michigan. Beginning in 1921 with the City and Village Zoning Act, local governments in Michigan have had the authority to implement local regulations that foster the health and well-being of their communities. This includes conserving natural resources. They can also provide protection for lakes beyond statewide minimum standards and have local knowledge and on-the-ground resources.

Historically, the primary responsibility of keeping Lake Leelanau clean and healthy has been assumed by two active nonprofit organizations: the Lake Leelanau Lake Association, which has focused primarily on maintaining and improving water quality in the lake, and the Leelanau

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<sup>1</sup> Kevern 2008.

<sup>2</sup> Maine DEP

<sup>3</sup> The above information was taken directly from the [2008 Annual Summary Report](#) of Michigan's Cooperative Lakes Monitoring Program, published by the Michigan Department of Environmental Quality (Report No. MI/DEQ/WB-09/005). Source: Hamlin Lake Improvement Board.

Conservancy, which has focused on preserving the land in the watershed surrounding not only Lake Leelanau but also the other major lakes in Leelanau County.

While these nonprofits have a significant record of accomplishment, they are not adequately equipped to deal with the long-term challenges facing Lake Leelanau, which is Leelanau County's largest lake and one of the most pristine bodies of water in North America. Lake Leelanau and the Lake Michigan shoreline are two of the main drivers of the County's economy and a significant source of property tax revenue.

### **Challenges Facing Lake Leelanau**

The long-term challenges facing Lake Leelanau include:

- ***The removal and control of invasive aquatic species:*** Aquatic invasive plants and animals such as zebra mussels, Eurasian watermilfoil (EWM) and phragmites pose a significant threat to Michigan's inland lakes. Once introduced into a water body, they affect water quality and impact recreation. In mid-2019, the Lake Leelanau Lake Association's Lake Biologist, Brian Price, discovered that Eurasian watermilfoil, the most invasive aquatic plant in Michigan and throughout North America, was present in South Lake Leelanau. Subsequently with the help of an outside engineering consulting firm, Restorative Lake Sciences, the Association learned that the total size of the infestation, which involves multiple sites, is estimated at approximately 7-10 acres. Because EWM can spread rapidly and have devastating effects on a lake's recreational uses and on property values, the Lake Leelanau Lake Association leapt into action, engaging scientists and consultants to devise and implement a remediation plan. LLLA also approached and entered into a Partnership with the Grand Traverse Band of Ottawa and Chippewa Indians to address this threat. In 2020, LLLA spent approximately \$100,000 to remove approximately 4 acres of this invasive weed. All of these funds came from private sources. In addition, the Grand Traverse Band applied for and received a three-year grant of \$141,000 from the federal government to remediate invasive aquatic weeds in Lake Leelanau. In total, then, approximately \$150,000 was spent in one year to address a threat which most likely will be an ongoing threat and cost to the lake for many years. This cost does not reflect the contribution of hundreds of hours of volunteers who assisted in these remediation efforts, nor the other expenses incurred by the Lake Association, such as for water testing and Swimmer's Itch research in Lake Leelanau.
- ***The prevention of additional infestations of invasive aquatic species:*** Much of the ongoing spread of aquatic invasive species to inland waters throughout North America can be attributed to the overland movement of small boats between watersheds.<sup>4</sup> The only effective way to reduce aquatic weed infestations in Lake Leelanau is to build and maintain boat washing stations at most if not all boat launching sites, and to consistently monitor for and immediately eradicate any invasive species that "slip

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<sup>4</sup> Journal of the American Fisheries Society, March 2010

through the cracks.” There are currently no boat washing stations on Lake Leelanau. Constructing, staffing and maintaining boat washing stations on Lake Leelanau will cost hundreds of thousands of dollars.

- ***Preserving and increasing natural shorelines:*** A stable lake shoreline consisting of native plants prevents erosion and provides clearer water, quality habitat, and thus more wildlife in the lake itself, all of which provide communities with the fishing, boating, swimming, and other recreational opportunities they value most about the lake. Ninety percent of all lake life is born, raised and fed in the area where land and water meet. The shallow water and the first 10 to 15 meters of shoreland forms a ribbon of life around lakes and rivers that is essential to the survival of many species. This rich complex habitat supports plants, micro-organisms, insects, amphibians, birds, mammals and fish.<sup>5</sup> Additional funds are needed to educate lakefront property owners as to how shoreline preservation and restoration improves water quality.
- ***Preserving functioning wetlands:*** Lake Leelanau is nearly unique among nearby lakes in that it is buffered by thousands of acres of prime wetland habitat. Historically wetlands were filled and drained, first for agriculture, then for lakeshore development. While this activity was significantly slowed by the passage of wetlands protection legislation, relentless pressure for continued lakeshore development continues. Functioning wetlands filter excess sediment and nutrients from reaching the lake, and provide a critical line of defense in protecting water quality long term.

## The Solution

It is unrealistic to expect small nonprofit organizations, which rely principally on contributions from a few individuals and foundations, to tackle large challenges affecting the economy and livelihoods of many citizens of Leelanau County. It is also inequitable to expect that a small group of volunteers and individuals will continue to bear the responsibility and costs of maintaining and preserving one of the County’s largest economic assets. While some residents voluntarily contribute financially to help address a problem, many more do not.

The solution is to create a **Lake Leelanau Preservation Board**. Such boards may be established under the provisions of Michigan’s Natural Resources and Environmental Protection Act. These boards enable lake communities to create special districts which enable residents to collectively pool their resources to achieve clearly defined objectives and to take steps to protect their lakes for the long term. Such improvements include projects designed to improve or develop recreational and conservation benefits; to eliminate pollution or water conditions that jeopardize the public health and safety; and to increase the value or use of lands and property arising from an improvement to an inland lake.

Faced with challenges similar to those Lake Leelanau faces, many other communities in Michigan have established such boards. There are 46 such lake boards in Oakland County in southeast Michigan alone and five in Oceana County.

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<sup>5</sup> Preserving and Restoring Natural Shorelines, Ontario Ministry of Natural Resources Extension

## Frequently Asked Questions

### What is Lake Board Law?

Lake boards operate under provisions of Part 309, Inland Lake Improvements, of the Natural Resources and Environmental Protection Act, PA 451 of 1994, as amended (MCL 324.30901 — 324.30929). In organizing a project under Part 309, it is important that proper procedures be followed.

### How Is a Lake Board Established?

Lake boards can be established either by petition of 2/3 of the freeholders owning lands abutting the lake, or by a motion of a local unit of government bordering the lake. On private inland lakes, a lake board can only be established by petition of property owners owning lands abutting the lake.

The enabling resolution adopted by the local unit of government that establishes the lake board should clearly authorize the lake board to determine the scope of the project, and to establish a special assessment district to finance the project.

### Who Sits on a Lake Board?

Lake boards consist of the following:

- A member of the county board of commissioners appointed by the chairperson of the county board of each county affected by the project;
- A representative of each local unit of government or, if there is only one local unit of government involved, two representatives must be appointed;
- The County Drain Commissioner or his or her designee (or a representative of the county road commission in counties not having a drain commissioner); and
- A waterfront property owner appointed by the lake board.

On lakes that have a lake association that represents a majority of lakefront property owners, the association may submit up to three names to the lake board from which the board shall make its selection. The waterfront property representative on the lake board has a four-year term. Local units of government may appoint one of their own to sit on the board or someone (such as a lake resident) to represent them. As such, a lake board is a partnership between lake residents and local units of government.

### What Kinds of Projects Can Lake Boards Undertake?

While many lake board projects involve aquatic plant control, lake boards can undertake a broad array of projects. Essentially, any lake project that provides a public benefit could be undertaken by a lake board. Section 30901(a) of Part 309 defines benefit as follows:

(a) “Benefit” or “benefits” means advantages resulting from a project to public corporations, the inhabitants of public corporations, the inhabitants of this state, and property within public corporations. Benefit includes benefits that result from elimination of pollution and elimination of flood damage, elimination of water conditions that jeopardize the public health or safety; increase of the value or use of lands and property arising from improving a lake or lakes as a result of the lake project and the improvement or development of a lake for conservation of fish and wildlife and the use, improvement, or development of a lake for fishing, wildlife, boating, swimming, or any other recreational, agricultural, or conservation uses.

### **Are Public Hearings Required?**

Before a lake board can take steps to implement a lake improvement project, a formal public hearing must be conducted on the feasibility (also called practicability) of the project. It is only after public comment has been received that the lake board makes a decision on whether or not to proceed with the recommended improvement project. A second public hearing must be held on the proposed special assessment roll. Both hearings must be properly noticed.

### **What Properties Can Be Included in the Special Assessment District?**

When establishing a special assessment district for a lake project, care should be taken to ensure the district only includes those properties that directly benefit from the proposed improvement. Typically, this will include all lakefront properties and back lots with deeded or dedicated lake access. To avoid legal challenges, assessments should be levied in a fair, consistent, and equitable manner. All similarly situated properties should be assessed the same. For special assessments to be defensible, two requirements must be met:

1. The improvement funded by the special assessment must confer a special benefit upon the assessed properties beyond that provided to the community as a whole.
2. The amount of the assessment must be proportionate to the benefits derived from that improvement.

### **What Lake Board Costs Can Be Covered By Special Assessment?**

In accordance with Part 309, almost any cost related to the project may be recouped through special assessment. These costs may include preliminary engineering, inspections, costs of publishing notices, legal expenses, attorney fees, permit fees, compensation to members of the lake board, and costs related to state, county, or local governmental professional staff services.

In addition, a lake board may add between 10% and 15% of project costs to cover contingent expenses. Lake boards must adopt an annual budget before money is expended for improvements, services, or other purposes.



## **If A Special Assessment District is Established, Do Lake Residents Lose Control?**

When establishing a special assessment district there is always a concern that lake residents will lose control. However, it is important to realize that in the absence of a special assessment district, it is often difficult to garner sufficient funds to tackle a project. While some residents may contribute financially to help address a problem, many won't. A special assessment district allows residents to collectively pool their resources to achieve clearly defined objectives. The statutory hearing process ensures all interested property owners have an opportunity to provide comment on the scope and cost of the proposed improvements before any decisions are made. A special assessment district provides a means to build consensus and get the job done.

## **What About the Township Special Assessment Act?**

The Township Special Assessment Act, PA 188 of 1954, was amended in 1994 to provide a mechanism to finance certain types of lake improvement projects, including aquatic plant control. With Act 188, projects are organized under an existing township board. With respect to process, Part 309 and Act 188 are similar. Both Part 309 and Act 188 provide for the establishment of a special assessment district to finance lake improvements. Both statutes also require a public hearing on the necessity (or practicability) of the project, and a public hearing on the special assessment roll.

With respect to procedure, neither statute is superior over the other. However, there are some instances where one act may be preferred over the other. For example, a lake is located in several townships, Act 188 would require each township involved to undertake separate assessment proceedings which could be both time-consuming and cumbersome. In addition, no single entity would be administering the project. **In situations in which a lake is located in more than one township, a lake board established under Part 309 may be a better way to go.**

Another issue that should be considered is that township boards often have a myriad of issues to address at township board meetings. Many of these issues will have little, if any, bearing on the lake in question. By contrast, lake boards have a single purpose and focus, and the only issue on the table at a lake board meeting is the lake in question.

## **What is a Lake Board's First Order of Business?**

At its first meeting, a lake board elects its lakefront property owner representative. The lake board is also required to appoint a chairperson, secretary, and treasurer. Part 309 requires that lake boards retain an engineer to prepare a feasibility study, an estimate of costs and probable assessments.

The study is required to evaluate the feasibility of lake improvement alternatives and to determine the proposed scope and cost of the project. The study is important in that it provides the basis for decision-making and future expenditures.

## **Can A Lake Board Be Dissolved?**

Yes, a lake board can be dissolved if certain conditions are met.

**LEELANAU COUNTY RESOLUTION #2021-\_\_**  
**Resolution to Establish a Lake Leelanau Preservation Board**

**WHEREAS**, Lake Leelanau is a public inland lake located within the County of Leelanau, State of Michigan; and

**WHEREAS**, Lake Leelanau is an extraordinarily valuable natural resource in Leelanau County and the preservation and the health of the lake are in the interests of all County residents and visitors; and

**WHEREAS**, the Lake's water quality and beauty are inextricably linked to local property values and the health of the local economy; and

**WHEREAS**, Lake Leelanau has become infested with certain non-native plants, which, if unchecked, present a grave long-term threat to the beauty and quality of the Lake's waters and the Lake's use as a natural resource; and

**WHEREAS**, the control and prevention of aquatic weeds and other invasive species in Lake Leelanau has become a significant recurring expense and is likely to remain so far into the future; and

**WHEREAS**, it has become necessary to take steps to protect and improve this natural resource in order that it may be preserved for the enjoyment of the public and for future generations.

**NOW, THEREFORE, BE IT RESOLVED**, upon the request of the Lake Leelanau Lake Association, and under the authority of and subject to the provisions of Part 309 (Lake Improvements) of the Natural Resources and Environmental Protection Act, being MCL 324.30901, *et seq.*, as amended, the County of Leelanau, State of Michigan, does hereby establish a lake board for Lake Leelanau, which shall be governed by, subject to and empowered with the authority set forth in Part 309, to be known as the Lake Leelanau Preservation Board.

**BE IT FURTHER RESOLVED** that the Lake Leelanau Preservation Board shall consist of all of the following:

- a. One member of the Leelanau County Board of Commissioners appointed by the Chairperson of the Leelanau County Board of Commissioners;
- b. Six members serving as representatives of Bingham Township, Centerville Township, Elmwood Township, Leland Township, Solon Township and Suttons Bay Township, all within the County of Leelanau, one member being appointed by the Township Board of each respective township;
- c. The Leelanau County Drain Commissioner or his or her designee; and

d. One member elected by the members of the Lake Leelanau Preservation Board at the first meeting of the Board or at any time a vacancy exists in this position. Only a person who has an interest in a land contract or a record interest in the title to a piece or parcel of land that abuts Lake Leelanau is eligible to be elected and may serve in this position. An organization composed of and representing the majority of lakefront property owners on Lake Leelanau may submit up to three (3) names to the Board, from which the Board shall make its selection. The terms served by this member shall be four (4) years in length.

**BE IT FURTHER RESOLVED**, that the Lake Leelanau Preservation Board is hereby directed to institute proceedings as prescribed in Part 309 to determine the scope of the necessary lake improvement projects for the control and prevention of aquatic weed and other invasive species, and to establish a special assessment district to include all parcels of land and local units which will be benefited by the improvement of the lake.

**BE IT FURTHER RESOLVED**, that the Lake Leelanau Preservation Board is delegated the ministerial duties necessary to accomplish its work, including preparation, assembling, and computation of statistical data for use by the Board, and the superintending, construction, and maintenance of the lake improvement projects.

DRAFT



April 23, 2021

Mr. Kevin Klein  
Airport Director  
Cherry Capital Airport  
727 Fly Don't Drive  
Traverse City, MI 49686

Sent via email: kevin.klein@tvcairport.com

Dear Mr. Klein:

This letter outlines the comments and changes made to the draft Assignment & Assumption Agreements forwarded to Leelanau and Grand Traverse Counties on April 2, 2021 for the transition from the Northwestern Regional Airport Commission to the Northwest Regional Airport Authority for the operation of the Cherry Capital Airport (TVC).

Generally, the comments and requested changes from each county were minor in scope and represented mostly formatting and grammatical changes resulting in no significant impact on the content of the proposed agreements themselves.

All but one change requested from Leelanau County was performed. This was in relation to an "Exhibit G" that was mis-referenced on page one. We have instead properly labeled the reference as Exhibit H, which represents the ALP Exhibit A property map, and serves as context for the definition of "Airport".

In consultation with Grand Traverse County, they had two areas of question: 1) the insurance policy reference on page 2, and 2) the indemnification section on page 3.

With regard to the question of insurance, it is our view that this matter can best be handled between the parties outside of the Assignment and Assumption Agreement by virtue of intergovernmental memorandum of agreement and as the parties best see fit. The Authority is authorized by both Act 95 and its Articles of Incorporation to enter into intermunicipal agreement of this sort as it so desires. Insurance in this regard is generally not a matter of concern with the FAA relative to the assignment and assumption of the airport sponsor grant assurances.

With regard to the indemnification clause, Michigan Act 95 provides as follows: Sec. 142. (10) A regional authority shall indemnify and hold harmless the local government for any civil claim existing or any civil action or proceeding pending by or against the local government involving or relating to the airport, airport facilities, or any civil liability related to the obligations of the local government issued or incurred with respect to the airport that was pending at the time of, or that was incurred before, the transfer of operational jurisdiction of the airport to the regional authority.

The indemnification language proposed in the agreement(s) appears to meet the criteria of Act 95, however tailored by the Northwestern Regional Airport Authority to meet the individual needs of TVC relative to the Airport's Passenger Facility Charge Records of Decision.

I hope this provides the information needed regarding the changes that were performed to the re-Drafted Assignment & Assumption Agreement(s), enclosed, and based upon feedback received from the Counties.

Please let me know if you have any questions. As always, thank you for the opportunity to work with you on this important issue.

Sincerely,

**STEVEN BALDWIN ASSOCIATES, LLC**



Steven T. Baldwin  
President/CEO

cc: N. Alger  
C. Janik  
P. Perkins  
K. Zeits

Enclosed: Grand Traverse County Assignment & Assumption Agreement  
Leelanau County Assignment & Assumption Agreement  
Index of Changes/ Comments



**Assignment & Assumption Agreement  
Index of Changes/Comments**

Pg .	Paragraph/Section	From	Change/Comment	Action
1	2	LC	Delete "have"; delete ", et. seq"	Accepted
1	3	LC	Delete "."	Accepted
1	5	LC	Add "o" in County	Accepted
1	8	LC	Add "("FAA") "	Accepted
1	8	LC	Delete "which is identified on Exhibit G"	Redrafted to "Exhibit F"
1	8	LC	Delete "Federal Aviation Administration"	Accepted
2	2	LC	Delete "."	Accepted
2	4 (B)	GTC	Question on Insurance Policies	Under Review
3	6 (a)	LC	Add "any Airport funds or revenue, but"	Accepted
3	7	LC	Delete "y" add "ies"	Accepted
3	7	LC	Delete "Airport" add "FAA Sponsor's"	Accepted
3	7	LC	Add "the"	Accepted
3	7	GTC	Indemnification question re Enabling Act	Under Review
3	8	LC	Delete "s"	Accepted
3	9	LC	Add ", "	Accepted
3	9	LC	Add "dissolution"	Accepted
3	9	LC	Change "E" to "e"	Accepted
4	11 (a)	LC	Add "and Assumption"	Accepted
4	11 (d)	LC	Replace "and" with "or"	Accepted
4	11 (d)	LC	Replace "party" with "person or entity"	Accepted
4	11 (d)	LC	Replace "party's" with "person's or entity's"	Accepted
4	12 (a)	LC	Add "and Assumption"	Accepted
4	12 (d)	LC	Delete "or the Consent"	Accepted
4	12 (d)	LC	Replace "party" with "person or entity"	Accepted
4	12 (d)	LC	Replace "party's" with "person's or entity's"	Accepted
5	13	LC	Add ", Suite 101"	Accepted
5	17	LC	Delete "with" add "of competent"	Accepted

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT and ASSUMPTION AGREEMENT (“Assignment”) is made as of \_\_\_\_\_ 2021, by and between the COUNTY OF LEELANAU of 8527 E. Government Center Drive, Suttons Bay, MI 49682 (“Assignor”) and the NORTHWEST REGIONAL AIRPORT AUTHORITY of 727 Fly Don’t Drive, Traverse City, MI 49686 (“Authority” or “Assignee”).

### RECITALS

The County of Grand Traverse and County of Leelanau (“Counties”) jointly own the Cherry Capital Airport (“Airport”) located in Traverse City, Michigan and created the Northwestern Regional Airport Commission (“Commission”) to serve as the operator of the Airport pursuant to MCL 259.134.

The Authority was created under the Regional Airport Authority Act, 2015 P.A. 95, being MCL 259.137, *et seq.* (“Act”).

On November 4, 2020, the Grand Traverse County Board of Commissioners passed a Resolution of Intent to Form a Regional Airport Authority and to schedule a public hearing in accordance with the Act. On December 2, 2020, the Grand Traverse County Board of Commissioners held the public hearing and approved Resolution No. 129-2020 adopting Articles of Incorporation for the Authority.

On November 17, 2020, the Leelanau County Board of Commissioners passed a Resolution of Intent to Form a Regional Airport Authority and to schedule a public hearing in accordance with the Act. On December 15, 2020, the Leelanau County Board of Commissioners held the public hearing and approved Resolution No. 277–12162020 adopting of Articles of Incorporation for the Authority.

The Articles of Incorporation were submitted to the Michigan Secretary of State and upon filing on December 29, 2020, the Authority was created.

The Authority has all the rights and powers granted by the Act to a regional airport authority to plan, promote, extend, maintain, purchase, construct, install, improve, repair, enlarge, and operate all airports and airport facilities under the operational jurisdiction of or owned by the regional airport authority, and to enter into all contracts and agreements necessary or incidental to the performance of its duties and execution of any other powers of the regional airport authority conferred by the Act.

The Counties, Commission, and the Authority seek approval and recognition by the Federal Aviation Administration (“FAA”) and the Michigan Department of Transportation - Aeronautics for the Authority to act as the sponsor of the Airport, which is identified on Exhibit E, for purposes of the receipt of federal funds, including the obligation to comply with the responsibilities imposed under the FAA Sponsor’s Assurances in connection with the Grant Agreements.

## AGREEMENT

The parties agree as follows:

1. Incorporation of Recitals. The above recitals are made a part of this Assignment.
2. Incorporation of Exhibits. The following exhibits are made a part of this Assignment:

Exhibit A, Leelanau County's Resolution of Intent to Form a Regional Airport Authority;

Exhibit B, Articles of Incorporation as adopted by the Counties;

Exhibit C, Grant Agreements;

Exhibit D, Passenger Facility Charge (PFC) Records of Decision;

Exhibit E, Regional Airport Authority Act, 2015 P.A. 95, being MCL 259.137, et seq;

Exhibit F, ALP Exhibit A property map.

3. Effective Date. The Effective Date of this Assignment is the date the FAA approves the transfer of Sponsorship and issues an Airport Operating Certificate to the Authority under 14 C.F.R. Part 139 ("Effective Date").

4. Assignment. On the Effective Date, the Assignor grants, conveys, transfers and assigns to the Authority:

A. All of Assignor's rights, title, interests and obligations in, to, and under the Grant Agreements, including but not limited to the Grant Agreements listed on the attached Exhibit C, and Passenger Facility Charge (PFC) Records of Decision listed in Exhibit D. It is the intent of the parties that the rights, title, interest, and obligations of the Assignor under all outstanding Grant Agreements between the FAA and the Assignor and Passenger Facility Charge (PFC) Records of Decision are being assigned to Assignee.

B. All of Assignor's rights, title, interest, and obligations in, to, and under the Assignor's entire interest in all other tangible and intangible assets of the Airport, including all insurance policies, executory contracts, leases at the Airport, contracts, agreements, licenses, or arrangements; all claims or demands of the Assignor under contracts or otherwise and all rights and causes of action of the Assignor related to the Airport.

Collectively 4 A and B are referred to herein as the Assets and Liabilities.



5. Acceptance and Assumption. On the Effective Date, the Authority accepts the assignments of the Assets and Liabilities, and agrees to be bound by and to perform all of the terms, covenants, and conditions of the Assets and Liabilities, including the Grant Agreements (including the obligation to comply with the responsibilities imposed under the FAA Sponsor's Assurances in connection with the Grant Agreements) and the Passenger Facility Charge (PFC) Records of Decision, the terms, covenants, and conditions of which are incorporated herein by reference as though fully set forth herein.

6. Transfer of Airport Revenue and Personal Property. The Assignor will transfer to the Authority on the Effective Date the following:

- (a) any Airport funds or revenue, but it is acknowledged and agreed that Assignor has no Airport funds or revenue.
- (b) all equipment and personal property used in the operation of the Airport of the Effective Date.

7. Indemnification. The Authority agrees to indemnify and hold the Assignor harmless to the extent allowed by law from and against all liabilities, costs, or damages arising under the Assets and Liabilities, including the Grant Agreements (including the FAA Sponsor's Assurances) and Passenger Facility Charge (PFC) Records of Decision, by reason of the Authority's failure, after the Effective Date, to fully comply with any and all of the duties, covenants, and obligations under and pursuant to the terms of the Assets and Liabilities, including the Grant Agreements and the Passenger Facility Charge (PFC) Records of Decisions.

8. Reversion. In the event the Authority is dissolved pursuant to the procedures in the Articles of Incorporation, the Counties will take all necessary actions to secure an Airport Operating Certificate in a timely manner to ensure there is no interruption in Airport Operations. Such change in sponsorship shall be subject to the approval of the FAA. Upon the effective date established by the FAA for commencement of Airport operations, all Airport Assets and Liabilities, including, but not limited to, the Grant Agreements and the Passenger Facilities Charge (PFC) Records of Decision outstanding at that time will be transferred and assigned by the Authority to the successor, which will accept and agree to be bound by and to perform thereunder.

9. Dissolution of the Commission. Leelanau County shall, along with Grand Traverse County, dissolve the Northwestern Regional Airport Commission and the Commission Board, which dissolution shall be effective on the Effective Date.

10. Attorney-in-Fact. The Assignor, by signing this assignment, irrevocably appoints the Authority its attorney-in-fact with full power and authority to sign, acknowledge, deliver, swear to, file, and record at the appropriate public offices any other confirmatory instruments and documents that are necessary or appropriate to perfect or evidence the Authority's title or interest in and to any of the Assets and Liabilities.

11. Representations of the Assignor. The Assignor represents and warrants that:

(a) The Assignor has taken all necessary action to approve this Assignment and Assumption Agreement and that it is binding and enforceable.

(b) There are no claims pending or threatened before any tribunal or administrative or regulatory authority, except those that have been disclosed to the Authority, which would materially impair the Assignor's right to make the assignments provided in this Assignment.

(c) The Assignor has disclosed to the Authority all material liabilities of any nature, whether accrued, absolute, contingent, or otherwise, relating to the Airport.

(d) The Assignor has not caused any default under the terms of the Assets and Liabilities, including but not limited to the Grant Agreements or the Passenger Facilities Charge (PFC) Records of Decision, and that it has not received notice of violation of the Grant Agreements or the Passenger Facilities Charge (PFC) Records of Decision by the FAA or any other person or entity and that, to the best of the knowledge of the Assignor, no other person's or entity's actions violate the Grant Agreements or the Passenger Facilities Charge (PFC) Records of Decision.

(e) The Assignor has the right to assign the Assets and Liabilities, including the Grant Assurances and the Passenger Facilities Charge (PFC) Records of Decision to the extent of Assignor's interest therein.

12. Representations of the Authority. The Authority represents and warrants that:

(a) The Authority has taken all necessary action to approve this Assignment and Assumption Agreement and that it is binding and enforceable.

(b) There are no claims pending or threatened before any tribunal or administrative or regulatory authority, except those that have been disclosed to the Assignor, which would materially impair the Authority's right to assume the assignments provided in this Assignment.

(c) The Authority has disclosed to the Assignor all material liabilities of any nature, whether accrued, absolute, contingent, or otherwise, relating to the Airport.

(d) The Authority has not caused any default under the terms of the Assets and Liabilities, including the Grant Agreements and the Passenger Facilities Charge (PFC) Records of Decision and it has not received notice of violation of the Grant Agreements or the Passenger Facilities Charge (PFC) Records of Decision by the FAA or any other person or entity and, to the best of the knowledge of the Authority, no other person's or entity's actions violate the Grant Agreements or the Passenger Facilities Charge (PFC) Records of Decision.

(e) The Authority shall assume all existing Grant Assurances and the

Passenger Facilities Charge (PFC) Records of Decision upon approval of the FAA.

13. Notice. Any notice required or permitted to be given will be deemed given when mailed in a sealed envelope by United States certified mail, return receipt requested, postage prepaid, properly addressed as follows or such other address as specified by notice to the other party:

As to the County of Leelanau:

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

As to the Authority:

Chief Executive Officer  
Northwest Regional Airport Authority  
727 Fly Don't Drive  
Traverse City, MI 49686

14. Legally Binding. All of the covenants, and conditions contained in this Assignment will be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties. The FAA is intended to be a third-party beneficiary with respect to all provisions of this Assignment and Assumption Agreement.

15. Entire Agreement. This Assignment and Assumption Agreement constitutes the entire understanding and agreement of the parties and supersedes all prior agreements and understandings between them, whether written or verbal, with respect to the subject matter hereof.

16. Non-Waiver; Modification. No failure by either party to insist upon the strict performance of any provision of this Assignment or to exercise any right or remedy upon a breach, and no acceptance of full or partial compensation or other performance by either party during the continuance of any breach will constitute a waiver of a breach of any provision. No oral modification of this Assignment will be binding, and any modification must be in writing and signed by the parties.

17. Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the result will not invalidate or render unenforceable any other provision of this Assignment.

18. Construction. Each party acknowledges that they participated equally in the drafting of this Assignment. Any rule to the effect that the Assignment is to be construed more strictly against one party than another is not applicable.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives the day and year first above written.

LEELANAU COUNTY

By: \_\_\_\_\_  
William J. Bunek, Chairperson

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Michelle L. Crocker, County Clerk

NORTHWEST REGIONAL AIRPORT AUTHORITY

By: \_\_\_\_\_  
Doug DeYoung, Chairperson

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Kevin C. Klein, Recording Secretary



April 29, 2021

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

Dear Mr. Janik,

In August of 2014 the Federal Aviation Administration (FAA) installed a GPS Approach into the north/south Runway 18/36. This new approach improved standards and safety for aircraft landing on runway 36. This approach required a wider Runway Protection Zone (RPZ) as directed by the FAA. This wider RPZ impacts nine parcels with eight different owners.

To date, two of these parcels have been acquired to accommodate for this FAA requirement. The first parcel, the former Charter Property located at 701 W. South Airport Road, was acquired in March of 2015, while the second, located at 718 Duell Road, was acquired in December of 2019. Both parcels were purchased by the Northwestern Regional Airport Commission (NRAC) with the permission of both Grand Traverse and Leelanau Counties.

It continues to be the goal of NRAC to purchase these properties within the RPZ as they become available. The FAA has been agreeable to the voluntary acquisition process.

The property owner at 723 Duell Road has approached the NRAC for a voluntary acquisition of their property within the RPZ. The Airport is reviewing this opportunity by doing the following per FAA Guidelines:

- Hire – Engineering and Consultant Firm
- Review Title Reports and policy
- Conduct Appraisal Reports and Review
- Conduct Phase I – Environmental Study
- Require property warranties to meet FAA Good Title Standards
- Good Faith Offer
- Purchase agreement

Mr. Chet Janik  
April 29, 2021  
Page 2

The Airport Commission will use Airport Improvement Program grant funds for the purchase of property. The Good Faith Offer is for \$1,225,000. It also is the intent of the Northwestern Regional Airport Commission to remove the building and restore the area to level ground.

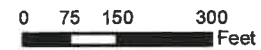
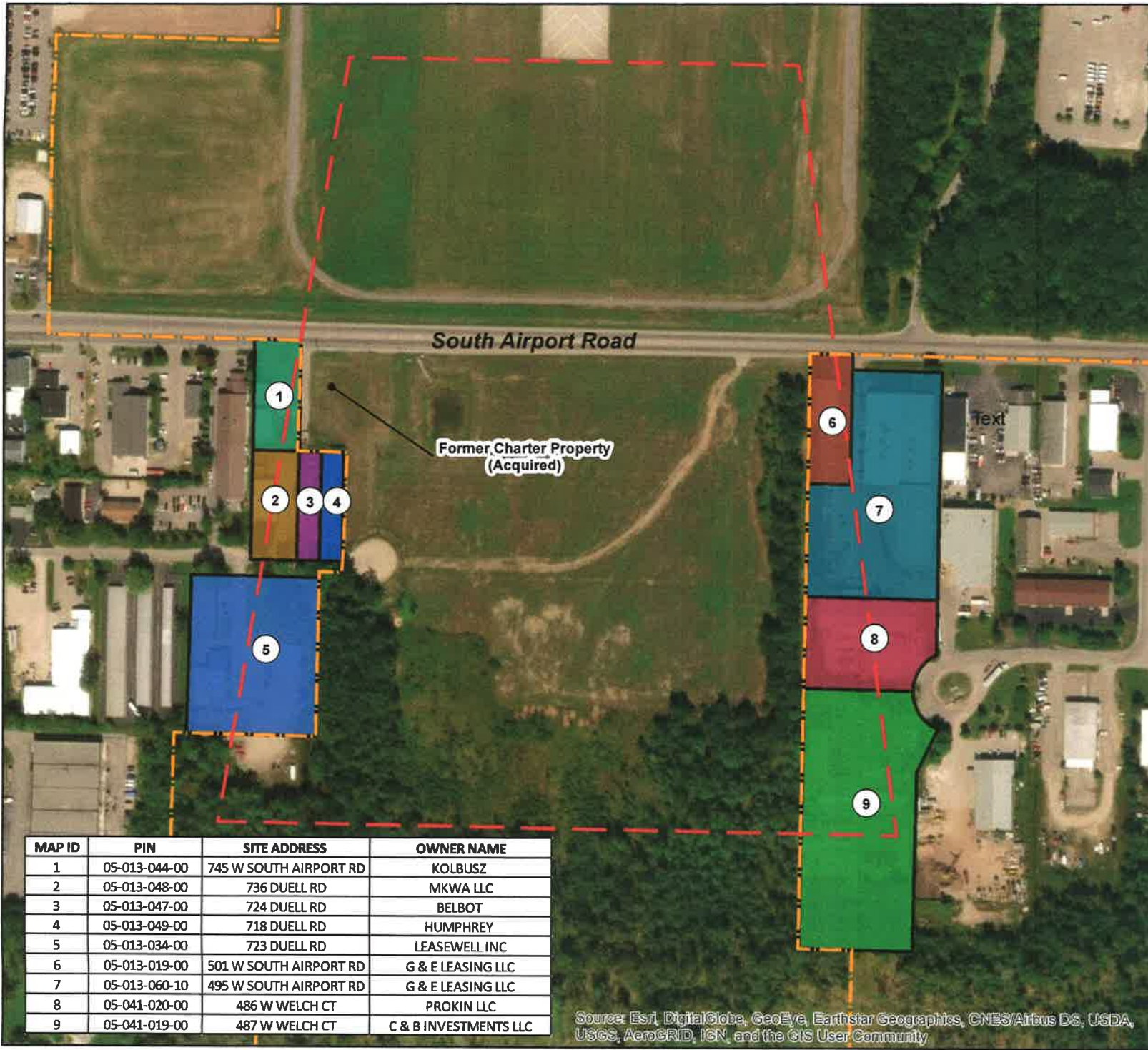
The Airport Commission is required to seek approval of this land acquisition from the Leelanau County and Grand Traverse County Boards as co-owners of the airport property. The request is to add the parcel at 723 Duell Road to the current property owned by the two counties to meet the requirements of the FAA approach standards

At the request of the Northwestern Regional Airport Commission, we respectfully ask this item be placed before your board. Please contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin C. Klein', with a stylized flourish at the end.

Kevin C. Klein, A.A.E.  
Airport Director



**LEGEND**

- AIRPORT PROPERTY
- RUNWAY PROTECTION ZONE
- FUTURE FEE SIMPLE ACQUISITION

MAP ID	PIN	SITE ADDRESS	OWNER NAME
1	05-013-044-00	745 W SOUTH AIRPORT RD	KOLBUSZ
2	05-013-048-00	736 DUELL RD	MKWA LLC
3	05-013-047-00	724 DUELL RD	BELBOT
4	05-013-049-00	718 DUELL RD	HUMPHREY
5	05-013-034-00	723 DUELL RD	LEASEWELL INC
6	05-013-019-00	501 W SOUTH AIRPORT RD	G & E LEASING LLC
7	05-013-060-10	495 W SOUTH AIRPORT RD	G & E LEASING LLC
8	05-041-020-00	486 W WELCH CT	PROKIN LLC
9	05-041-019-00	487 W WELCH CT	C & B INVESTMENTS LLC

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



CHERRY CAPITAL AIRPORT  
GRAND TRAVERSE COUNTY

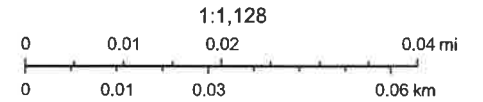
**RUNWAY 36 APPROACH**  
2190051

# Grand Traverse County Parcel Viewer



9/25/2020, 10:12:06 AM

- Address Points
- ▭ Municipal Boundaries
- ▭ Eighths
- ▭ Tax Parcel
- ▭ Sections
- Survey Points
- ▭ Roads
- ▭ Quarters



GTC GIS, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



**RESOLUTION**

**\_\_\_ - 2021**

**Leelanau County Board of Commissioners**

**Resolution Authorizing Northwestern Regional Airport Commission to Acquire 723  
Duell Road, Traverse City, Michigan**

WHEREAS, the Leelanau County Board of Commissioners met in Regular Session on \_\_\_\_\_, 2021; and

WHEREAS, Grand Traverse County and Leelanau County are owners of the property associated with the Cherry Capital Airport, a public airport (the "Airport"); and

WHEREAS, Grand Traverse County and Leelanau County (the "Counties") acquired the Airport from the City of Traverse City on July 6, 1990; and

WHEREAS, under Section 134 of the Michigan Aeronautics Code (MCL 259.134), the Counties jointly operate the Airport through the Northwestern Regional Airport Commission (NRAC); and

WHEREAS, in August of 2014 the Federal Aviation Administration (FAA) installed a GPS Approach into the north/south Runway 18/36 improving standards and safety for aircraft landing on runway 36 and requiring a wider Runway Protection Zone (RPZ) as directed by the FAA; and

WHEREAS, 723 Duell Road, Traverse City, Michigan (the "Property"), is in the revised RPZ for Runway 18/36; and

WHEREAS, the owners of the Property approached the Airport regarding a voluntary purchase of the Property; and

WHEREAS, the Airport has obtained an appraisal and a review appraisal for the Property and negotiated with the property owners in good faith for acquisition of the Property and has entered into a Purchase and Sale Agreement for the Property with the owners; and

NOW, THEREFORE, BE IT RESOLVED, the Board on this \_\_\_ day of \_\_\_\_\_, 2021, does declare and determine as follows:

1. The terms and conditions as approved by the NRAC of the Purchase and Sale Agreement for the Property are hereby approved and the NRAC shall be authorized to acquire the Property pursuant to the terms of the Purchase and Sale Agreement.
2. The Property acquired shall be held jointly in the name of the Northwestern Regional Airport Commission, Grand Traverse County and Leelanau County for the purpose of expanding and operating a public airport as provided in MCL 259.133, 134, and 135.
3. A technical amendment to the Joint Operating Agreement for the NRAC and the

Agreement Amending and Replacing Lease of May 1, 1972, shall be made in order to specify the Property, which shall be incorporated collectively with the legal description of the Airport.

4. The NRAC's right to continue to act in an agency relationship as specified in paragraph XI of the Amended Joint Operating Agreement dated February 17, 1999, is reaffirmed and the NRAC is authorized to take any and all actions to complete the acquisition of the Property and the terms of the Purchase and Sale Agreement on behalf of both Grand Traverse and Leelanau Counties.

5. The County Clerk is directed to forward this resolution to the NRAC.

Motion by:

Seconded by:

Roll Call Vote:                    Aye                    Nay                    Excused

Rick Robbins

Debra L. Rushton

William J. Bunek

Ty Wessell

Patricia Soutas-Little

Gwen Allgaier

Melinda C. Lautner

State of Michigan  
County of Leelanau

I, Michelle L. Crocker, Clerk of said County and Clerk of Circuit Court for said County, the same being a Court of record having a seal, do hereby certify that the above is a true copy of the Record now remaining in my office of the whole thereof. In testimony whereof, I have hereto set my hand and affixed the seal of the Circuit Court the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle L. Crocker, Leelanau County Clerk

# EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff Contact Person: <u>Undersheriff James Kiessel</u> Telephone No.: <u>256-8800</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board: <u>05/11/2021</u> <input checked="" type="checkbox"/> Regular Session: <u>05/18/2021</u>
<b>Source Selection Method</b>	
<input type="checkbox"/> Bid <b>Select One</b> <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	VENDOR: _____  Address/ Phone: _____

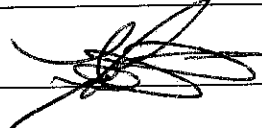
Budgeted Amount: _____	Contracted Amount: _____
------------------------	--------------------------

<b>Document Description</b>	
<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Other _____

**Request to Waive Board Policy on Bid Requirements**

The Leelanau County Sheriff's Office has been awarded \$32,100.00 for 2021 through the State Marine Safety Grant Program (Federal funding). This funding is to be used for our Marine Safety Program as outlined in the attached Grant Agreement. We request permission to accept the Grant Funding.

*Suggested Recommendation:* Leelanau County accepts the Federal Funding for the State Marine Safety Program as outlined in the 2021 Marine Safety Grant Agreement in the amount of \$32,100.00

Department Head Approval:  45-1 Date: 04/19/2021



Michigan Department of Natural Resources - Grants Management  
**2021 MARINE SAFETY PROGRAM (FEDERAL FUNDING)**  
**GRANT AGREEMENT**

Required by authority of 1994 PA 451, as amended, and 1972 PA 227.

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan (“DEPARTMENT”) and Leelanau County Sheriff Department (“GRANTEE”).

1. The GRANTEE has been approved by the DEPARTMENT to receive Marine Safety program funding for:

	Federal Funds (100%)	State Funds (75%)
Operating	\$32,100.00	\$0.00
Equipment	\$0.00	\$0.00

**Salaries, Wages and Benefits for:**

- ❖ Marine Safety Law Enforcement and Related Activities;
- ❖ Instruction of Boating Safety Courses;
- ❖ Inspection of Boat Liveries;
- ❖ Attendance at Authorized Marine Safety Training (attendance at the Department’s Annual Administrators’ Workshop and the Michigan Sheriffs’ Association’s New Marine Officers Training are pre-authorized).

**Operating Expenses for the Scope Items Listed Above, including:**

- ❖ Purchase of fuel, oil, and parts for patrol vehicles, watercraft, and trailers;
- ❖ Travel expenses;
- ❖ Uniforms, personal flotation devices, boat shoes, etc.;
- ❖ Leasing of vehicles, dockage, storage, eligible office space;
- ❖ Boat repair, replacement and/or servicing of boat outfitting equipment.

2. Salary and Wages are reimbursable to the GRANTEE at the employees’ hourly rate. Overtime is only eligible if the employee worked in excess of 80 hours for full time employees and 40 hours for part time employees in a pay period on Marine Safety duties.
3. The percentage of the GRANTEE’S total budget devoted to operating expenses shall not exceed Forty percent (40%), unless prior approval has been obtained from the DEPARTMENT.
4. Federal funding from the award Recreational Boating Safety 16.01.26 is provided to state agencies under the authority of 46 U.S.C. 13103(a)(2) and (3). The State of Michigan has received a federal funding apportionment for fiscal year 2021 through the United States Coast Guard, Department of Homeland Security. From this federal funding the amount shown below is provided to the GRANTEE by the DEPARTMENT for the purpose of supporting the GRANTEE’S Marine Safety program. Reference the “Department of Homeland Security, United States Coast Guard, Boating Safety Financial Assistance CFDA 97.012, and passed through by Department of Natural Resources” on your single audit reports and other financial statements as required.

The DEPARTMENT agrees to reimburse the GRANTEE a sum of money equal to 100% of the total eligible costs toward completing the scope of work listed above, but not to exceed Thirty Two Thousand One Hundred Dollars and Zero Cents (\$32,100.00).

There is no local match required for this reimbursement.

The Agreement period for federal funding is **January 1, 2021** through **September 30, 2021**.

Completed reimbursement request and documentation of operating expenditures are due no later than **October 31, 2021**.

5. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
6. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement

request submitted by the GRANTEE through the MiRecGrants website.

7. The GRANTEE may not assign or transfer any interest in this Agreement to any other agency , group or individual.
8. The GRANTEE shall display valid and proper state of Michigan registration on all vessels and comply with the state of Michigan life jacket regulations.
9. This Agreement may be canceled by the DEPARTMENT , upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
10. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement .
11. The GRANTEE agrees to follow the DEPARTMENT procedure policy:
  - a. The GRANTEE will openly advertise and seek written bids for contracts for purchase or services with a value equal to or greater than \$50,000.00 and accept the lowest qualified bid.
  - b. The GRANTEE will solicit three (3) written quotes for contracts with purchases or services between \$5,000.00 and \$50,000.00.
12. The Agreement may be executed separately by the parties . This Agreement is not effective until:
  - ❖ The GRANTEE has signed it and returned it, and
  - ❖ The DEPARTMENT has signed it.

The individuals signing for the parties indicated below certify by their signatures that they have the authority to do so and will ensure that the terms of the Agreement are fulfilled .

**GRANTEE**

SIGNED:

By: \_\_\_\_\_

Printed Name: William J. Bunek

Title: Chairman, Leelanau County Board of Commissioners

Date: May 18, 2021

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

SIGNED:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Comm. Dev.</u> Contact Person: <u>Trudy Galla</u> Telephone No.: <u>231-256-9812</u>	<b>Submittal Dates</b> <input type="checkbox"/> Executive Board Session 05/11/2021
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>ERG Environmental Services</u>  Address/ <u>1340 Merriman Suite 200</u> <u>Livonia MI 48140</u> Phone: _____
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Extension of existing agreement</u> <i>Account Number</i> <i>(Funds to come from):</i> <u>230</u>	

Budgeted Amount: <u>\$ 10,000.00</u>	Contracted Amount: <u>\$ 10,200.00</u>
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Document Description	
<input checked="" type="checkbox"/> Service	<input type="checkbox"/> Other _____

**Request to Waive Board Policy on Bid Requirements**

This request is for an extension of the existing agreement for tire recycling services, with ERG. This is the final year of the extension from the original agreement.

As background, a Request for Proposals was released in spring of 2019 and ERG was the only company to respond. An Agreement was developed by Corporate counsel which the County Board approved on May 21, 2019.

This request is to offer another Agreement to ERG for tire recycling services for 2021. Funds will come from Fund 230 (Recycling Fund), and tire recycling fees of \$1.00 each. If we receive grant funds from the state, those will also be applied to the collection costs. (Note: \$10,000 in expenses was budgeted, along with \$1,500 from tire fees.)

Corporate Counsel has reviewed and updated the Agreement.

**Suggested Recommendation:** Motion to recommend that the County Board of Commissioners to approve the Agreement between Leelanau County and ERG Environmental Services for a Scrap Tire Recycling Program in 2021, not to exceed \$10,200. With funds to come from Fund 230, and tire recycling fees.

Department Head Approval: Trudy J. Galla Date: 05/03/2021

## AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and **ERG ENVIRONMENTAL SERVICES**, whose business address is 1340 Merriman, Suite 200, Livonia, Michigan 48140 (hereinafter referred to as the “Contractor”).

### **RECITALS:**

**WHEREAS**, the County operates a Scrap Tire Recycling Program (hereinafter referred to as the “Program”); and

**WHEREAS**, the purpose of the Program is to collect scrap tires or passenger tire equivalents (hereinafter referred to as “PTE”) that must be transported, sorted, and disposed of or recycled using proper techniques, and must be processed by a firm licensed to transport and dispose of such waste (hereinafter referred to as the “Services”); and

**WHEREAS**, the Contractor has submitted a proposal to the County to furnish all labor, materials, tools, equipment, permit fees, and services necessary to perform and complete the work the County requires for the Program (hereinafter referred to as the “Proposal”); and

**WHEREAS**, the Contractor meets all the licensing and other certifications and authorizations required by federal and state laws and regulations; and

**WHEREAS**, the County accepts the Contractor’s proposal subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

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

As part of the Program, the Contractor shall provide all equipment, materials, machinery, vehicles, and labor necessary to process and transport the scrap tires generated from the one-day scrap tire collection to be held on Friday, June 25, 2021 at Glen Lake Community Schools located at 3375 W. Burdickville Road, Maple City, Michigan 49664 (hereinafter referred to as the “Collection Site”). The County may not reschedule the scrap tire collection without the prior written consent of the Contractor. The Contractor’s consent will not be unreasonably withheld.

The primary interface between the Contractor and the County shall be through the Leelanau County Planning and Community Development Department (hereinafter referred to as the “Department”). The Department shall be responsible for the coordination of the Contractor’s

work at the Collection Site. The Contractor guarantees its performance of the Services required under this Agreement, and shall submit to the personal inspection of such Services by the Department and by such other representative or agent as may be designated by the County.

**II. COMPENSATION.** It is expressly understood and agreed that the total compensation to be paid to the Contractor for scrap tire collection, administrative costs, and transportation, including labor, during the Program shall not exceed the sum of TEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$10,200.00).

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

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



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

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

**III. EXAMINATION OF EXISTING FACILITY, QUALITY OF WORKMANSHIP AND INSPECTION OF WORK.** The Contractor shall be responsible for examining the Collection Site's existing conditions in order to gain full information under which the work is to be carried out. Failure of the Contractor to inform itself shall in no way relieve the Contractor from the necessity to complete the work without additional cost to the County.

All work done by the Contractor under this Agreement shall be performed in a skillful and workmanlike manner, and according to applicable local and State of Michigan codes. The Contractor shall only employ persons who are skilled in the work to be performed. The County may in its sole discretion require the Contractor to remove any worker that the County deems incompetent or careless.

The County shall designate the Department and such other individual or individuals it may desire to act as its representative(s) in the inspection of work done by the Contractor under this Agreement (hereinafter referred to as the "Inspector(s)"). The Inspector(s) shall periodically inspect the work done by the Contractor under this Agreement to ensure that such work is in accordance with the Program's requirements set forth in Section I of this Agreement.

The inspections to be conducted by the Inspector(s) shall include, but not be limited to, inspection of the work completed by the Contractor upon notification from the Contractor of having substantially completed the Services and on completion of all items on the final punch list, but prior to the Contractor receiving compensation therefore as set forth in Section II of this Agreement. In the event the Inspector(s) discovers that any of the work is not in compliance with the requirements of this Agreement, and applicable Federal, State or local laws, ordinances, rules, regulations and codes, or is otherwise defective, he/she/they shall deliver to the County and the Contractor written notification of such defects or failure to comply with this Agreement. The County may, without any additional cost to the County other than that agreed to in Section II, require the Contractor to correct such defects, deviations from or non-compliance with the requirements of this Agreement, or the requirements of applicable Federal, State or local laws, ordinances, rules, regulations and codes prior to compensating the Contractor under this Agreement.

Any inspection(s) by the County, as authorized by this Section III, shall not relieve the Contractor from any responsibility regarding defects or other failures to meet the requirements of this Agreement.

**IV. WARRANTIES.** The Contractor warrants that it meets all Federal, State and local licensing, certifications and authorization requirements to perform all the work required by the Program.

**V. CLEANING UP.** The Contractor and its subcontractors shall at all times keep the Collection Site and surrounding area free from accumulation of waste material or rubbish caused by its operations. Complete clean-up and removal from the work area of all debris resulting from the Contractor's work is required, including sweeping the concrete and removing any debris. The Collection Site is to be left in as good a condition as before the Program. The Contractor shall be responsible for paying for and hauling away any debris and waste resulting from the Services. Within one hour of the end of the Collection, the Contractor shall remove all remaining waste material and rubbish from and about the Collection Site, as well as its tools, equipment, and machinery.

If the Contractor fails to clean up during and at the completion of the Services, the County may do so and the cost thereof shall be charged to the Contractor, deducted from the Contractor's invoice.

**VI. PROTECTION OF PERSONS AND PROPERTY.**

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services to perform under this Agreement.
- B. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
  - 1. All its and the County's employees at the Collection Site and all other persons who may be affected thereby.
  - 2. Other property at the Collection Site or adjacent thereto.
- C. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- D. The Contractor shall erect and maintain, as required by existing conditions and progress of the Services, all reasonable safeguards for safety and protection, including, but not limited to, posting danger signs and other warnings against hazards, and setting up barriers where needed.
- E. The Contractor shall promptly repair or remedy all injury, damage or loss to any property that is caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by them, or by

anyone for whose acts any of them may be liable and for which the Contractor is responsible under subsection B of this Section.

- F. Under no circumstances shall any equipment of any kind or materials being used be left unattended at the Collection Site.
- G. The foregoing obligations of the Contractor are in addition to its obligations under Section XI of this Agreement.

**VII. COMPLIANCE WITH THE LAW AND OBTAINING PERMITS.**

- A. In performing its responsibilities under this Agreement, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, codes, rules and regulations.
- B. The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the Services.
- C. The Contractor and its subcontractors shall comply with the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, (hereinafter referred to as “OSHA”) and regulations promulgated pursuant thereto. If during the progress of the Program, it is discovered that the Contractor has failed to comply with OSHA, its regulations, or other applicable Federal, State or local laws, ordinances and regulations, the Contractor and its subcontractors shall take such steps as necessary to comply, at no additional cost to the County.
- D. The Contractor and its subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the Collection Site under this Agreement.
- E. If the Contractor or any subcontractor uses any product at the Collection Site which contains any ingredient that could be hazardous or injurious to a person’s health, a Material Safety Data Sheet must be submitted to the County Administrator’s Office prior to commencement of work.
- F. Breach of this Section VII shall be regarded as a material breach of this Agreement, and in the event the Contractor, its subcontractors and sub-subcontractors are found not to be in compliance with this subsection, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

**VIII. APPLICABLE LAW AND VENUE.** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Michigan. It is expressly understood and agreed that any legal or equitable action that arises out of or regarding this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and Michigan Court Rules. In the event any

action is brought in or moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**IX. NONDISCRIMINATION.** The Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, disability which is unrelated to the individual's ability to perform the duties of a particular job or position, weight, marital status or political affiliation.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to the following: (i) the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; (ii) the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; (iii) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations adopted thereunder; and (iv) the Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this Section shall be regarded as a material breach of this Agreement.

**X. INDEPENDENT CONTRACTOR.**

A. It is expressly understood and agreed that the Contractor, its subcontractors and sub-subcontractors, are independent contractors. The employees, servants, agents and assigns of the Contractor, its subcontractors or sub-subcontractors shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor, its subcontractors and sub-subcontractors shall be responsible for paying all salaries, wages and other compensation which may be due their employees or agents for performing work under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments.

B. The direction and supervision of the working forces, including subcontractors, rests exclusively with the Contractor. The County shall not issue any instructions to, or otherwise interfere with the same.

**XI. INDEMNIFICATION AND HOLD HARMLESS.** The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Contractor or any of its officers, employees, agents or subcontractors which may arise out of this Agreement.

The Contractor's indemnification responsibilities under this Section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

**XII. LIABILITY INSURANCE.** The Contractor at all times during the term of this Agreement shall maintain insurance that meets the requirements of Leelanau County's Board of Commissioners Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Attachment B. The attached Attachment B is incorporated by reference into this Agreement and is made a part thereof. The Contractor shall also include an endorsement stating Glen Lake Community Schools and all of its elected and appointed officials, employees and volunteers, boards, commissions, and or/authorities, including employees and volunteers thereof, shall be additional insureds for purposes of this Agreement.

**XIII. WAIVERS.** No failure or delay on the part of either the County or the Contractor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor. The making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

**XIV. MODIFICATION OF AGREEMENT.** Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

**XV. ASSIGNMENT OR SUBCONTRACTING.** Neither party may assign or subcontract all or a portion of this Agreement without the prior written consent of the other party.

**XVI. PURPOSE OF SECTION TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**XVII. COMPLETE AGREEMENT.** This Agreement, Attachment A, and Attachment B contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**XVIII. AGREEMENT PERIOD.** This Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both parties (hereinafter referred to as the “Effective Date”). All Services for the Program including all items on the final punch list shall be completed by no later than August 31, 2021 (hereinafter referred to as the “Completion Date”).

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

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

**XIX. IRAN LINKED BUSINESS.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an “Iran Linked Business” engaged in investment activities of TWENTY MILLION AND NO/100 DOLLARS (\$20,000,000.00) or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an “Iran linked business” during the term of this Agreement.

**NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) OR TWO (2) TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.**

**XX. SEVERABILITY OF INVALID PROVISIONS.** If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Contractor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

**XXI. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are

duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR SCRAP TIRE RECYCLING SERVICES.**

**COUNTY OF LEELANAU**

**ERG ENVIRONMENTAL SERVICES**

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

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

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

By: /s/ Sarah K. Osburn 4/29/2021

N:\Client\Leelanau\Agreements\ERG Environmental Svcs\Service Agreement with ERG Services 2021 v2 (approved).docx  
Leelanau #21-018

**ATTACHMENT A**

**SCOPE OF WORK**



- c) Name, address, and telephone number of each principal officer(s) (President, Vice President, Treasurer, Executive Director, partners, owner of sole proprietorship).
- d) Legal status of Respondent (sole proprietorship, partnership, corporation, LLC, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- e) Federal Employer Tax Identification number or Social Security number.
- f) Location of the facility from which Respondent would operate.
- g) Identify any County employees or former County employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within Respondent's organization. If following a review of this information, it is determined by the County that a conflict of interest exists, Respondent may be disqualified from further consideration for the award of a contract.
- h) A representation that Respondent is in good standing in the State of Michigan and In the state in which it is located and will have all necessary licenses, permits, certifications, approvals and authorizations necessary to perform all of its obligations in connection with this RFP.

### **3.3 Specifications**

Through this RFP, the County hereby invites businesses that meet the qualifications set forth herein to submit proposals regarding the County's approximate Service needs.

### **3.4 Scope of Work**

The successful Respondent will be responsible for the following:

- a) Providing staff on site for each collection to unload scrap tires from vehicles and load scrap tires into the trailers for transportation to the designated scrap tire processor. The successful Respondent shall ensure that its personnel performing the services are trained and experienced in the handling, transportation, processing, and proper recycling of scrap tires. County employees and/or volunteers shall not assist with the unloading and loading of the scrap tires. The County will ensure all collection sites provide ample space for the efficient handling of the trailers by the selected Respondent;
- b) Providing all equipment materials, machinery, vehicles (including, two (2) fifty-three (53) foot trailers) and labor necessary for the purpose of collecting scrap tires or passenger tire equivalents accumulated by the County per collection site;
- c) Recycling all scrap tires or passenger tire equivalents (including, but not limited to, passenger tires, truck tires, tractor tires, and oversize tires) and rims materials brought to the collection sites in accordance with all applicable local, state, and federal laws, rules, and regulations. Any scrap metal salvaged from removing rims from scrap tires or passenger tire equivalents shall become the property of Respondent;
- d) Accepting title and legal generator status (by manifestation) once the material is loaded on Respondent's vehicles and the vehicles leave the collection sites;

- e) Ensuring that the transportation and disposal of all scrap tires or passenger tire equivalents utilize licensed hauling and storage equipment to a designated, licensed disposal site pursuant to any and all applicable local, state, or federal laws and regulations when transporting and disposing of scrap tire material. Respondents will be responsible for locating, contracting with, and hauling the collected scrap tires or passenger tire equivalents to a DEQ approved scrap tire processor as identified at [https://www.michigan.gov/deq/0,4561,7-135-3312\\_4123\\_4122---,00.html](https://www.michigan.gov/deq/0,4561,7-135-3312_4123_4122---,00.html). The scrap tire processor may or may not be owned and operated by Respondent. Respondent shall inform the County in its proposal of the scrap tire processor to be used and provide the location(s) where the scrap tires will be delivered with the name(s) of the contact person(s), full address(es), minimum load requirements, and mileage. Respondents shall also indicate in their proposal the price of processing and transporting all scrap tires and passenger tire equivalents to the scrap tire processor;
- f) Weighing the material collected and providing the County with gross weights of each material manifested at each collection site within two (2) weeks of leaving the collection site;
- g) Ensuring that the vehicles and equipment utilized for transporting the scrap tires collected meet all requirements for such vehicles and equipment of the State of Michigan and all states through which the materials will be transported; and
- h) Maintaining all manifests required by the Michigan Department of Transportation and all regulatory agencies through which the scrap tires collected are transported and the final destination where the waste will be disposed of are to be completed by Respondent with verification copies provided in a timely manner to the County.

### **3.5 Project Manager and Team Qualifications, Experiences and Requirements**

Proposals shall include a complete list of and resumes for all key personnel and/or management that would be performing the work required in this RFP.

For each person on the list, the following information shall be included:

- a) The person's relationship with Respondent, including job title and years of employment with Respondent;
- b) The role that the person will play in connection with the RFP;
- c) Address, telephone, and e-mail address;
- d) The person's relevant experience; and
- e) Relevant awards, certificates or other achievements.

This Section of the proposal should include no more than two (2) pages of information for each listed person.

**ATTACHMENT B**

**INSURANCE REQUIREMENTS**

**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT:	Administration/General (County Administrator)	Policy No.	<b>13</b>
SPECIFIC SUBJECT:	Insurance Requirements Policy	Adopted:	04/17/1990
		Revised:	02/15/1994
		Revised:	05/21/2013
		Revised:	12/19/2017

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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**PURPOSE:** The Leelanau County Board of Commissioners hereby establishes a policy on insurance requirements for contractors, vendors, individuals, and/or organizations receiving monies from Leelanau County. The purpose of these requirements is to assure that the parties referenced above are accepting appropriate responsibility for insuring their own operations, and that they are not unduly exposing Leelanau County taxpayers to liability and/or loss.

The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in this policy. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Leelanau County and have a minimum A.M. Best Company ([www.ambest.com](http://www.ambest.com)) Insurance Report rating of not less than A or A- (Excellent).

1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Workers' Compensation and Employers' Liability Insurance are required if the party hires one or more persons or currently has employees. If a party currently does not have any employees, and is a sole proprietor, an affidavit must be filed with the County Clerk stating that the party currently has no employees and will not hire any while working for Leelanau County as a contractor or a subcontractor, etc. If a party currently does not have any employees and is incorporated (Inc.) or a limited liability corporation (LLC), they must file a Notice of Exclusion, WC-337, with the State of Michigan and then provide a copy of the State-approved document to the County Clerk.

2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.
3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.
4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
8. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.

9. Owners' and Contractors' Protective Liability: [For Contracts for Construction or Large Repair or Maintenance Projects such as road work, sewer work or building projects] The Contractor shall procure and maintain during the life of the contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Leelanau County shall be "Named Insured" on said coverage. Thirty (30) day Notice of Cancellation shall apply to this policy.
  
10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, A "Certificate of Liability Insurance," on Accord Form #25, with the necessary coverages included, as listed below:
  - a. Certificate of Insurance for Workers' Compensation Insurance;
  - b. Certificate of Insurance for Commercial General Liability Insurance;
  - c. Certificate of Insurance for Vehicle Liability Insurance;
  - d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
  - e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
  - f. If so requested, Certified Copies of all policies mentioned above will be furnished.
  
11. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Leelanau County Administrator at least ten (10) days prior to the expiration date.

Failure to comply with these insurance requirements could result in the termination of a contract or delay in receipt of funds. Questions regarding the scope of applicability of this policy may be directed to the Leelanau County Administrator.



## AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and **ERG ENVIRONMENTAL SERVICES**, whose business address is 1340 Merriman, Suite 200, Livonia, Michigan 48140 (hereinafter referred to as the “Contractor”).

### **RECITALS:**

**WHEREAS**, the County operates a Scrap Tire Recycling Program (hereinafter referred to as the “Program”) funded by the State of Michigan’s Department of Environment, Great Lakes, and Energy; and

**WHEREAS**, the purpose of the Program is to collect scrap tires or passenger tire equivalents (hereinafter referred to as “PTE”) that must be transported, sorted, and disposed of or recycled using proper techniques, and must be processed by a firm licensed to transport and dispose of such waste (hereinafter referred to as the “Services”); and

**WHEREAS**, as part of the Program, the County would like to include mobile tire collection for certain participating property owners; and

**WHEREAS**, the Contractor has submitted a proposal to the County to furnish all, materials, tools, equipment, permit fees, and services necessary to perform and complete the mobile tire collection services; and

**WHEREAS**, the Contractor meets all the licensing and other certifications and authorizations required by federal and state laws and regulations; and

**WHEREAS**, the County accepts the Contractor’s proposal for mobile tire collection subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

**I. SERVICES TO BE PERFORMED BY THE CONTRACTOR.** The Contractor shall provide mobile collection of tires, including transport, process, and recycle of scrap tires from the following locations on Saturday, June 12, 2021:

- A. 10644 E. Pobuda Rd., Suttons Bay, Michigan.
- B. 9139 S. Lake Leelanau Dr., Suttons Bay, Michigan.

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



The County will obtain the necessary commitment, as defined by the County, from the participating property owners prior to June 1, 2021. If the County does not receive commitments from the participating property owners by June 1, 2021, the County may terminate this Agreement without cost to the County by providing the Contractor with written notice of termination of the Agreement under Section I.

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

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

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

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

- A. The County shall pay the Contractor FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) for each tractor trailer crew plus tire transportation. This fee includes all mobile related expenses, equipment, PPE, and two collection personnel (the driver and technician). The County may order up to two tractor trailer crews pursuant to this Agreement.
- B. The County shall reimburse the Contractor for actual tire disposal at the rate of TWO AND NO/DOLLARS (\$2.00) per tire, not to exceed a total of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00).
- C. The County shall pay an administrative fee in the amount of 20% of the cost for tire disposal not to exceed \$800.00.
- D. The Contractor shall submit an invoice to the County after the mobile collection is completed. The invoice, at a minimum, shall list the number of tractor trailer crews utilized, the number of tires collected and the total sum due for the mobile collection.
- E. The Contractor is also responsible for submitting invoices and appropriate supporting documentation to the County reflecting all labor expenses incurred in the execution of this Agreement as well as costs attributed to the disposal of scrap tires and PTE at the designated scrap tire processor.

- F. The County shall process and pay the Contractor the sum correctly billed to it in accordance with the County's procedure for payment of Accounts Payable within thirty (30) calendar days after the County has received all of the following:
1. The bills stating the Services have been completed, including supporting documentation from the processor establishing that the tires were received by the processor for recycling, on or before the date of invoicing and total sum due.
  2. Verification of said completion from the Inspector(s) (defined below) designated by the County pursuant to Section III of this Agreement.
  3. Before payment of the bill, the County may require that it be provided with proof that the Contractor has paid its employees and any suppliers and/or subcontractors providing materials or performing services under this Agreement.

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

**III. EXAMINATION OF EXISTING FACILITY, QUALITY OF WORKMANSHIP AND INSPECTION OF WORK.** The Contractor shall be responsible for examining the mobile collection locations' existing conditions in order to gain full information under which the work is to be carried out. Failure of the Contractor to inform itself shall in no way relieve the Contractor from the necessity to complete the work without additional cost to the County.

All work done by the Contractor under this Agreement shall be performed in a skillful and workmanlike manner, and according to applicable local and State of Michigan codes. The Contractor shall only employ persons who are skilled in the work to be performed. The County may in its sole discretion require the Contractor to remove any worker that the County deems incompetent or careless.

The County shall designate the Department and such other individual or individuals it may desire to act as its representative(s) in the inspection of work done by the Contractor under this Agreement (hereinafter referred to as the "Inspector(s)"). The Inspector(s) shall periodically inspect the work done by the Contractor under this Agreement to ensure that such work is in accordance with the Program's requirements set forth in Section I of this Agreement.

The inspections to be conducted by the Inspector(s) shall include, but not be limited to, inspection of the work completed by the Contractor upon notification from the Contractor of having substantially completed the Services and on completion of all items on the final punch list, but prior to the Contractor receiving compensation therefore as set forth in Section II of this Agreement. In the event the Inspector(s) discovers that any of the work is not in compliance with the requirements of this Agreement, and applicable Federal, State or local laws, ordinances, rules, regulations and codes, or is otherwise defective, he/she/they shall deliver to the County

and the Contractor written notification of such defects or failure to comply with this Agreement. The County may, without any additional cost to the County other than that agreed to in Section II, require the Contractor to correct such defects, deviations from or non-compliance with the requirements of this Agreement, or the requirements of applicable Federal, State or local laws, ordinances, rules, regulations and codes prior to compensating the Contractor under this Agreement.

Any inspection(s) by the County, as authorized by this Section III, shall not relieve the Contractor from any responsibility regarding defects or other failures to meet the requirements of this Agreement.

**IV. WARRANTIES.** The Contractor warrants that it meets all Federal, State and local licensing, certifications and authorization requirements to perform all the work required by the Program.

**V. PROTECTION OF PERSONS AND PROPERTY.**

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services to perform under this Agreement.
- B. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
  - 1. All its employees and County employees and volunteers at the mobile collection locations and all other persons who may be affected thereby.
  - 2. Other property at the mobile collection locations or adjacent thereto.
- C. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- D. The Contractor shall promptly repair or remedy all injury, damage or loss to any property that is caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under subsection B of this Section.
- E. Under no circumstances shall any equipment of any kind or materials being used be left unattended at the mobile collection locations.
- F. The foregoing obligations of the Contractor are in addition to its obligations under Section XI of this Agreement.

**VI. COMPLIANCE WITH THE LAW AND OBTAINING PERMITS.**

- A. In performing its responsibilities under this Agreement, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, codes, rules and regulations.
- B. The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the Services.
- C. The Contractor and its subcontractors shall comply with the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, (hereinafter referred to as "OSHA") and regulations promulgated pursuant thereto. If during the progress of the Program, it is discovered that the Contractor has failed to comply with OSHA, its regulations, or other applicable Federal, State or local laws, ordinances and regulations, the Contractor and its subcontractors shall take such steps as necessary to comply, at no additional cost to the County.
- D. The Contractor and its subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the mobile collection locations under this Agreement.
- E. Breach of this Section VI shall be regarded as a material breach of this Agreement, and in the event the Contractor, its subcontractors and sub-subcontractors are found not to be in compliance with this subsection, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

**VII. APPLICABLE LAW AND VENUE.** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Michigan. It is expressly understood and agreed that any legal or equitable action that arises out of or regarding this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and Michigan Court Rules. In the event any action is brought in or moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**VII. NONDISCRIMINATION.** The Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, disability which is unrelated to the individual's ability to perform the duties of a particular job or position, weight, marital status or political affiliation.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to the following: (i)

the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; (ii) the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; (iii) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations adopted thereunder; and (iv) the Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this Section shall be regarded as a material breach of this Agreement.

**IX. INDEPENDENT CONTRACTOR.**

- A. It is expressly understood and agreed that the Contractor, its subcontractors and sub-subcontractors, are independent contractors. The employees, servants, agents and assigns of the Contractor, its subcontractors or sub-subcontractors shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor, its subcontractors and sub-subcontractors shall be responsible for paying all salaries, wages and other compensation which may be due their employees or agents for performing work under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments.
- B. The direction and supervision of the working forces, including subcontractors, rests exclusively with the Contractor. The County shall not issue any instructions to, or otherwise interfere with the same.

**X. INDEMNIFICATION AND HOLD HARMLESS.** The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Contractor or any of its officers, employees, agents or subcontractors which may arise out of this Agreement.

The Contractor's indemnification responsibilities under this Section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

**XI. LIABILITY INSURANCE.** The Contractor at all times during the term of this Agreement shall maintain insurance that meets the requirements of Leelanau County's Board of Commissioners Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Attachment A. The attached Attachment A is incorporated by reference into this Agreement and is made a part thereof.

**XII. WAIVERS.** No failure or delay on the part of either the County or the Contractor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor. The making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

**XIII. MODIFICATION OF AGREEMENT.** Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

**XIV. ASSIGNMENT OR SUBCONTRACTING.** Neither party may assign or subcontract all or a portion of this Agreement without the prior written consent of the other party.

**XV. PURPOSE OF SECTION TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**XVI. COMPLETE AGREEMENT.** This Agreement, and Attachment A contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**XVII. AGREEMENT PERIOD.** This Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both parties (hereinafter referred to as the "Effective Date"). All Services for the mobile tire collection shall be completed by no later than the 31<sup>st</sup> day of August, 2021 (hereinafter referred to as the "Completion Date").

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

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

**XVII. IRAN LINKED BUSINESS.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of TWENTY MILLION AND NO/100 DOLLARS (\$20,000,000.00) or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

**NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) OR TWO (2) TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.**

**XVII. SEVERABILITY OF INVALID PROVISIONS.** If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Contractor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

**XIX. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

[Signatures on Next Page]

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR SCRAP TIRE RECYCLING SERVICES.**

**COUNTY OF LEELANAU**

**ERG ENVIRONMENTAL SERVICES**

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

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

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

By: /s/ Sarah K. Osburn 4/29/2021

N:\Client\Leelanau\Agreements\ERG Environmental Svcs\Agreement with ERG Services for 2021 mobile tire collection (approved).docx  
Leelanau #21-018



**ATTACHMENT A**  
**INSURANCE REQUIREMENTS**

**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT:	Administration/General (County Administrator)	Policy No.	<b>13</b>
SPECIFIC SUBJECT:	Insurance Requirements Policy	Adopted:	04/17/1990
		Revised:	02/15/1994
		Revised:	05/21/2013
		Revised:	12/19/2017

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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**PURPOSE:** The Leelanau County Board of Commissioners hereby establishes a policy on insurance requirements for contractors, vendors, individuals, and/or organizations receiving monies from Leelanau County. The purpose of these requirements is to assure that the parties referenced above are accepting appropriate responsibility for insuring their own operations, and that they are not unduly exposing Leelanau County taxpayers to liability and/or loss.

The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in this policy. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Leelanau County and have a minimum A.M. Best Company ([www.ambest.com](http://www.ambest.com)) Insurance Report rating of not less than A or A- (Excellent).

1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Workers' Compensation and Employers' Liability Insurance are required if the party hires one or more persons or currently has employees. If a party currently does not have any employees, and is a sole proprietor, an affidavit must be filed with the County Clerk stating that the party currently has no employees and will not hire any while working for Leelanau County as a contractor or a subcontractor, etc. If a party currently does not have any employees and is incorporated (Inc.) or a limited liability corporation (LLC), they must file a Notice of Exclusion, WC-337, with the State of Michigan and then provide a copy of the State-approved document to the County Clerk.

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6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
8. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.

9. Owners' and Contractors' Protective Liability: [For Contracts for Construction or Large Repair or Maintenance Projects such as road work, sewer work or building projects] The Contractor shall procure and maintain during the life of the contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Leelanau County shall be "Named Insured" on said coverage. Thirty (30) day Notice of Cancellation shall apply to this policy.
  
10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, A "Certificate of Liability Insurance," on Accord Form #25, with the necessary coverages included, as listed below:
  - a. Certificate of Insurance for Workers' Compensation Insurance;
  - b. Certificate of Insurance for Commercial General Liability Insurance;
  - c. Certificate of Insurance for Vehicle Liability Insurance;
  - d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
  - e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
  - f. If so requested, Certified Copies of all policies mentioned above will be furnished.
  
11. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Leelanau County Administrator at least ten (10) days prior to the expiration date.

Failure to comply with these insurance requirements could result in the termination of a contract or delay in receipt of funds. Questions regarding the scope of applicability of this policy may be directed to the Leelanau County Administrator.

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Parks &amp; Recreation</u> Contact Person: <u>Steve Christensen</u> Telephone No.: <u>231-256-8263</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board Session 05/11/2021
<b>Source Selection Method</b>	VENDOR: <u>Wildlife &amp; Wetlands Solutions</u>  Address/ Phone: <u>5211 US 131</u> <u>South Boardman, MI 49680</u>
<input checked="" type="checkbox"/> Bid  <input type="checkbox"/> Other: _____ Account Number _____ (Funds to come from): _____	

Budgeted Amount: _____ \$ 0.00	Contracted Amount: _____ \$ 46,800.00
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Document Description	
<input checked="" type="checkbox"/> Maintenance	<input type="checkbox"/> Other _____

**Request to Waive Board Policy on Bid Requirements**

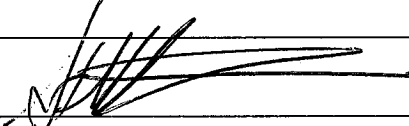
The trails and disc golf course at Myles Kimmerly County Park are significantly impacted by large areas of debris due to the 2015 storm and a 2018 timber harvest. This has created well-known safety hazards for the trail users, the disc golfers, and County personnel.

The easternmost trail of the park (the "Emergency Trail") is vastly overgrown and needs to be restored to a safe, usable trail which will allow quick access to that area of the park. The scope of work involved in this cleanup is significant and will be appreciated by those who have walked the trails and disc golf course, especially this easternmost trail.

Making this County Park as safe as possible for all is essential; however, the proposed cost of this cleanup is significant. Bids were sought, and the recommendation is to accept the bid from Wildlife & Wetlands Solutions.

The following documents are attached - Photos of the debris; recommendation from MMRMA Risk Management Manager Robert Hauch; 2021 Parks & Rec Budget Narrative; the RFP bid results; a map of the affected areas of the park; the recommended bid in its entirety; and an excerpt from the Parks & Recreation session approving the Committee recommendation.

**Suggested Recommendation:** I move to recommend that the Board of Commissioners accept the bid from Wildlife and Wetlands Solutions for the trail debris clean-up at Myles Kimmerly Park, in an amount not to exceed \$46,800.00; funds to come from 101.850.756.801.101.

Department Head Approval:  \_\_\_\_\_ Date: 05/04/2021

# Myles Kimmerly Park Trail Debris

April 27, 2021



# Myles Kimmerly Park Trail Debris

April 27, 2021



# Myles Kimmerly Park Trail Debris

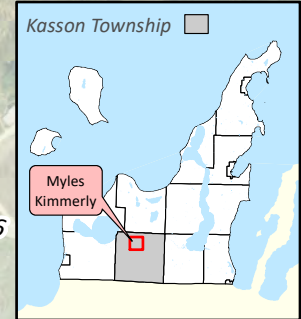
April 27, 2021





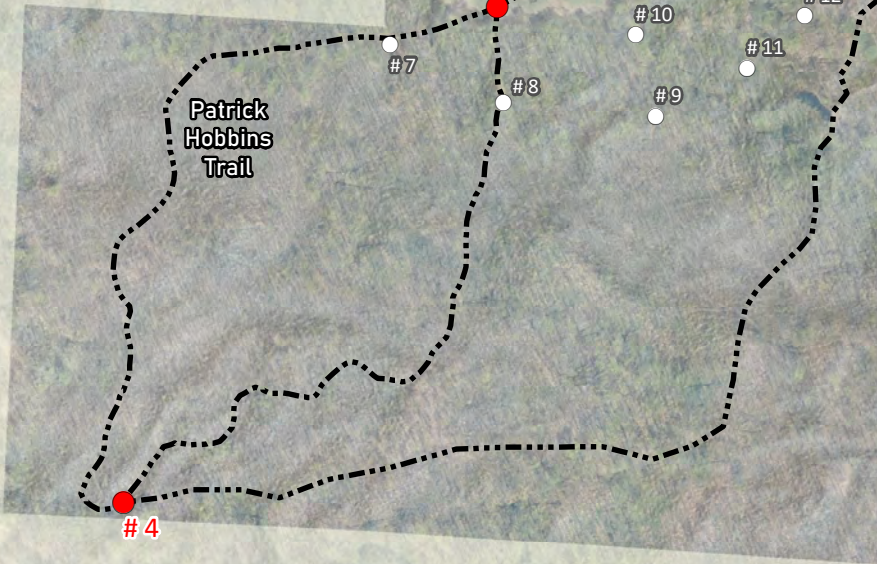
# Myles Kimmerly Park

Kasson Township, Leelanau County



S COLD SPRING RD

W BURDICKVILLE RD 616



Patrick  
Hobbins  
Trail

- Disc Golf Tees
- Trail Markers
- P Parking
- Trails

1 inch = 500 feet

Aerial Photo - Spring, 2011

**From:** [Robert Hauch](#)  
**To:** [Laurel Evans](#)  
**Cc:** [Robert Hauch](#)  
**Subject:** RE: Leelanau County Parks - Trail Debris Clean up  
**Date:** Monday, April 26, 2021 9:48:48 AM

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Good Morning Laurel,

I write in response to your email below regarding risk at the park. MMRMA would support and encourage any efforts made by its Members to eliminate or mitigate potential hazards in their operations. Risk reduction protects the Community, the County, and also your Liability Self-Insured Retention (SIR) which is currently \$75,000 per occurrence. Meaning, for every liability claim (injury to a third-party) the County pays the first \$75,000.

I am sure you have thought of this already, but in the future, any logging or commercial activity in the parks should contractually require cleanup to the County's satisfaction. That will help offset future cleanup costs and issues. Also, many of my County's have volunteer groups that "adopt" parks and trails to groom and maintain them all year long.

I hope this email finds you well and safe! Let me know if you would like any additional input. Have a great week!

Robert C Hauch  
Risk Manager, MMRMA

---

**From:** Laurel Evans <levans@leelanau.gov>  
**Sent:** Friday, April 23, 2021 11:14 AM  
**To:** Robert Hauch <rhauch@mmrma.org>  
**Cc:** Katie Schoening, <kschoening@mmrma.org>; Chet Janik <cjanik@leelanau.gov>; 'Donald Frerichs (donfrerichs@gmail.com)' <donfrerichs@gmail.com>  
**Subject:** Leelanau County Parks - Trail Debris Clean up

Dear Bob,

Our Parks and Recreation Commission had sought and subsequently received responses on a RFP for clean up of trail debris located at Myles Kimmerly County Park.

During a subcommittee discussion on the need to proceed with the project and ultimately recommend it to the County Board for approval, one of the points made to prioritize this project was because the current state of the trail system poses a safety hazard to citizens visiting the park, walking the trail(s) and utilizing the popular disc golf course, which is part of the proposed clean up.

The Parks Maintenance Worker, W. Scott Bradley, said some of the debris was leftover from

the virulent 2015 storm; the remainder of debris came about from a tree harvesting event approved in 2018.

Here are the remarks from Committee Chairman, Don Frerichs:

*“I would like to clarify for you my reasons for believing the logging debris clean up at the Myles Kimmerly Park should be our Park and Recreations Commission’s top priority and be done this year.*

*Safety. Safety is the foremost reason. Eliminating the debris and stumps from the trails and the disc golf course will ensure a safer and a more pleasant activity for the hikers, walkers and the golfers. It will reduce the chances of injuries that can occur when a golfer has to climb over and through piles of branches to locate and retrieve his/her disc, or when one is just taking a leisurely walk on one of the trails.*

*We have a responsibility to make the park as safe a place to come to as possible. We are delinquent in that regard. The logging was done three years ago; the mess they left remains. It is time to take care of it. Now, not later.*

*The debris is a hazard. It is a hazard we’ve known about for three years. It’s an accident waiting to happen. We want to avoid people getting hurt at the park. We want to have pleasant memories from being there.*

*Litigation issues may arise when injuries occur which are considered “avoidable”. Children are on the trails (and the disc golf course) and the attractive nuisance doctrine could be invoked. The monies spent now, to rectify the debris problem, which seems large now, might seem small later. One person we all know had an incident involving the debris and needed to be hospitalized; this was a wakeup call for us and we started to do something about it. Now we need to finish the work.*

*Hunting is allowed in the park. Most, if not all of this, is in the wooded sections, especially in the easternmost portion. The trail there is overgrown and needs to be restored to a safe usable trail. This is essential to ensure quick access in case of any accidents occur in that section. Hunters often go off the trail to hunt or retrieve, at times into areas where the terrain is quite irregular, which increases their chance of injury.*

*Will cleaning up the trails and golf course improve the appearance of the park? You bet; and that is a bonus.....but it’s not the reason we need to do this.*

*The disc golf course has been at MK since 200x. It is popular and has been supported by the golfers in the past. They deserve the course to be in the condition it was in before the logging in 2018 (and the storm damage in 2015); we own them that.*

*The cost of this project is significant; it is the elephant in the room at times. I have analyzed the cost proposal and the work schedule to the best of my ability and feel they are both appropriate when all the aspects of our Park are considered along with the nuances of running a business like the one we are considering.*

*I urge you to accompany myself and Scott Bradley on a site visit to see firsthand the scope of the work that needs to be done. We are both almost always available.*

*I would appreciate hearing any concerns and thoughts you may have; we can address them and come to a consensus on to resolve the trail debris problem.”*

During the April 21, 2021, Regular Session of the Parks Commission, I had suggested and agreed to follow up with your firm on an opinion and any guidance you could recommend on this concern. The recommendation from the Parks Commission to the County Board to move forward with the clean up will be on the Commissioner agendas for May, and I would like to include your thoughts as well.

We appreciate all that you and your firm continues to do on Leelanau County’s behalf.

*Laurel S. Evans*

Executive Assistant/Administration

**Please Note New Email Address:**

[levans@leelanau.gov](mailto:levans@leelanau.gov)

866-256-9711 Toll-free

231-256-8101 Direct

231-256-0120 Fax

**Leelanau County Government Center**

8527 E. Government Center Dr., Suite #101

Suttons Bay, MI 49682

[www.leelanau.gov](http://www.leelanau.gov)

# 2021 Budget Narrative

This year has certainly been interesting as all of you know. All in all things have still gone quite well for the Parks and Recreation Department. It has been quite chaotic with the hiring freeze and not being able to Get Scott Bradley some extra help but he has still been able to keep the parks looking great he just has not been able to do some of the other maintenance items on our list.. To date we have not had any major repairs/cleanups which has been nice. We decided to cancel kids fishing day at Veronica Valley due to Covid-19 but did make the decision to go ahead with stocking the pond with fish for children to come catch throughout the summer. This year was also the first year that we had to treat the ponds for weeds at Veronica as well. We worked closely with Heather Hettinger of the DNR to come up with a safe and effective treatment plan, and this has been done and we hope to see good results soon. Jamie Schichtel will still be doing the grub shack remodel at Old Settlers park this year, but this has been delayed until fall due to Covid-19.

Looking forward to next year, we have a lot that we would like to get done. If unsuccessful with getting the DNR grant we would like to start picking away at some of the projects listed in the grant application and our first priority would be improved bathroom facilities making them ADA accessible as well. Estimated cost of that project would be \$15,000. The grub shack at Myles Kimmerly is need of some repairs as well (atleast a new roof and siding) along with purchasing some new picnic tables. Cost of that is estimated to be \$12,000-\$15,000. At old settlers we would like to purchase a couple new pieces of playground equipment, something very minimal (similar to the structure at Veronica Valley) and that is estimated to cost \$15,000. These are just some of the projects on the top of our priority list but have many others to work on as well.

2021

CAPITAL OUTLAY REQUEST FORM

Account Number: 850756-970 Title: Capital Outlay

Priority: High

Item: Veronica Valley - Improved Bathroom facilities + possible weed control

equipment for ponds = \$15,000 Old Settlers Park - Playground equipment and possible improv

Amount: \$45,000 Park: ns = 15,000 Myler Kimerly - Grub shack improvements + possible  
start of walking trail. = \$15,000

Justification: All of these projects listed above are items

we have been looking at for quite sometime. The weed  
control equipment is something new because we have  
hired it done in the past but can no longer find  
anyone to do it. The grub shack at Myler Kimerly  
is in very rough shape and needs a new roof  
at the very least along with new siding.

**2021**  
**CONTRACTUAL SERVICES**

Account Number: 850 756-801 Title: Contractual Services

Priority: High

List contractual services and dollar amounts:

Portable toilets - \$5,000

Lawn care for soccer field - ~~\$7,500~~ \$7,500

Trash service - \$2,500

~~Irrigation maintenance~~

Pond weed management - \$3,000

Justification:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Leelanau County Board of Commissioners**  
 MKP Trail Debris Clean up – *RFP-LCAO-2021-001*

Bids Due: **Thursday, April 8, 2021 @ 3:00 p.m.**

Bid Opening: **Thursday, April 8, 2021 @ 3:05 p.m.**

Opened by: Chet Janik

Present: Janik, L. Evans, L. Drzewiecki

Recorded by: L. Drzewiecki

	Bidder	Amount	Comments
1	<b>Leelanau Landworks LLC</b> 10060 Melichar Dr. Traverse City, MI 49684	\$166,644.43	
2	<b>Parshall Tree Care Experts</b> 19679 Honor Hwy. Interlochen, MI 49643	\$250,000.00	
3	<b>Treeworks, Inc.</b> PO Box 274 Coopersville, MI 49404	\$15,000.00	
4	<b>Wildlife &amp; Wetlands Sol.</b> 5211 US 131 South Boardman, MI 49680	\$46,800.00	



**Proposal for:**

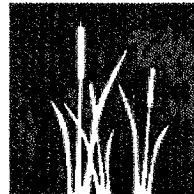
*Leelanau County*

Request for Proposal for

Myles Kimmerly Park Hiking Trail Clean-Up of Logging Debris

(LCAO-RFP-2021-01)

**Submitted by:**



**WILDLIFE & WETLANDS**  
*Solutions*

5211 US 131  
South Boardman, MI 49680  
DUNS: 825231892

*Contact:* Mikayla Leishman  
Mikayla@WildlifeAndWetlandsSolutions.com  
231-570-4215

## **Section A-Letter of Submittal**

### **Introduction**

Wildlife and Wetlands Solutions LLC, a vegetation and habitat management company specializing in woody and invasive vegetation control, habitat restoration, and forestry support projects, seeks to bid on Leelanau County's Myles Kimmerly Park Hiking Trail Clean-Up of Logging Debris RFP. We are a local entity who has significant experience working with woody vegetation control in the Great Lakes Region.

**Company Information**

a) Full official legal name of Respondent's firm or business:	<b>Wildlife and Wetlands Solutions, LLC</b>
b) Names; addresses; telephone numbers; e-mail addresses; and fax numbers, if applicable, of legal entity or individual with whom contract would be written. Contracting Organization:	<b>Wildlife and Wetlands Solutions, LLC</b> 5211 US 131, South Boardman, MI 49680 231-570-4215 Mikayla@WildlifeAndWetlandsSolutions.com
c) Name, address, and telephone number of each principal officer(s) (President, Vice President, Treasurer, Executive Director, partners, owner of sole proprietorship	<b>Company Owner:</b> Nick Kafcas, 5211 US 131, South Boardman, MI 49680, 231-570-4215  <b>Project Coordinator:</b> Mikayla Leishman, 5211 US 131, South Boardman, MI 49680, 231-570-4215  <b>Administrator:</b> Melissa Coolman, 5211 US 131, South Boardman, MI 49680, 231-570-4215
d) Legal status of the Respondent (sole proprietorship, partnership, corporation, LLC, etc.) and the year the entity was organized to do business as the entity now substantially exists.	<b>Company status:</b> Single owner Limited Liability Company <b>In operation since:</b> 2007
e) Federal Employer Tax Identification number or Social Security number.	<b>26-0589193</b>
f) Location of the facility from which the Respondent would operate	<b>Principle Office</b> located at 5211 US 131, South Boardman, MI 49680
g) Identify any County employees or former County employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Respondent's organization. If following a review of this information, it is determined by the County that a conflict of interest exists, the Respondent may be disqualified from further consideration for the award of a contract.	<b>Conflict of Interest Disclosure:</b> No current or past employees have been employed by or associated with Leelanau County.
h) A representation that the Respondent is in good standing in the State of Michigan and in the state in which it is located and will have all necessary licenses, permits, certifications, approvals and authorizations necessary to perform all of its obligations in connection with this RFP.	<b>Wildlife and Wetlands Solutions, LLC</b> is in excellent standing with the State of Michigan. We have never been involved in any legal cases against nor have we defaulted on any contracts with the SOM. WWS files all Michigan Income Tax returns on schedule has no SOM debt or unpaid tax payments. Wildlife and Wetlands Solutions is fully licensed and insured to conduct all work on this project.

**EXHIBIT A**  
**CERTIFICATIONS AND ASSURANCES**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL. FAILURE TO SUBMIT  
THIS COMPLETED FORM MAY RESULT IN DISQUALIFICATION.

Firm Name:

I/we make the following statement of assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with other proposers for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
2. The attached proposal is a firm offer for a period of sixty (60) days following receipt, and it may be accepted by Leelanau County without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the sixty (60) day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of Leelanau County whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that Leelanau County will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Leelanau County, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the proposer and will not knowingly be disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other proposer or to any competitor.
6. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there

are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

8. I/we acknowledge communication of any kind regarding my/our proposal directed to parties other than the Project Administrator may result in my/our disqualification.

9. I/we warrant that no conflict of interest knowingly exists for any member of the project team that contributed to this proposal or prospective contract.

      Nick Kojas        
Signature

      3-30-21        
Date

      Owner        
Title

# Business Licensing

Filed by Corporations Division Administrator Filing Number: 221362994710 Date: 02/03/2021



Form Revision Date 07/2016

## ANNUAL STATEMENT

(Required by Section 207, Act 23, Public Act of 1993)

Identification Number: 801420234

Annual Statement Filing Year: 2021

**1. Limited Liability Company Name:**

WILDLIFE AND WETLANDS SOLUTIONS, LLC

**2. The street address of the limited liability company's registered office and name of the resident agent at that office:**

1. Resident Agent Name: NICK KAFKAS

2. Street Address: 5211 US HWY 131 SW

Apt/Suite/Other:

City: SOUTH BOARDMAN

State: MI Zip Code: 49680

**3. Mailing address of the registered office:**

P.O. Box or Street Address: 5211 US HWY 131 SW

Apt/Suite/Other:

City: SOUTH BOARDMAN

State: MI Zip Code: 49680

This annual statement must be signed by a member, manager, or an authorized agent.

Signed this 3rd Day of February, 2021 by:

Signature	Title	Title if "Other" was selected
Melissa Coolman	Manager	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline  Accept

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
**FILING ENDORSEMENT**

**This is to Certify that the 2021 ANNUAL STATEMENT**

**for**

**WILDLIFE AND WETLANDS SOLUTIONS, LLC**

**ID Number: 801420234**

**received by electronic transmission on February 03, 2021 , is hereby endorsed.**

**Filed on February 03, 2021 , by the Administrator.**

**The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.**



**In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 3rd day of February, 2021.**

*Linda Clegg*

**Linda Clegg, Director  
Corporations, Securities & Commercial Licensing Bureau**

## Section B-Project Manager and Team Qualifications

Wildlife and Wetlands Solutions employs professional and highly trained vegetation management specialists with extensive experience in vegetation control utilizing best management practices. Personnel from WWS and their roles are as follows:

**Project Manager: Nick Kafcas**, *Owner and Founder, 14y with WWS*, has a B. S. in Biology – Wildlife Management from Central Michigan University and has extensive experience in vegetation and habitat management. Prior to becoming owner of WWS, Nick spent four years as a Wildlife Biologist for the Wyoming Game and Fish Department, managing thousands of acres of Wildlife Habitat Management Areas. His education and experience have provided the perfect precursor to owning and operating Wildlife & Wetlands Solutions. Nick’s current goal is to make WWS the premiere invasive species control, habitat rehabilitation, and land management company in the Northeast as he oversees operations and strives to ensure WWS completes every project to the greatest satisfaction in the most ecologically sound manner possible.

**Administrator, Melissa Coolman**, has several years of experience in administrative and financial operations. She accounts for all project costs, ensures timely invoicing, and makes sure all parties adhere to any insurance requirements. She has been with WWS and in the role of Administrator for two years,

**Project Coordinator: Mikayla Leishman**, has a B. S. in Conservation Biology from Lake Superior State University and has been with WWS for over a year. She is the point of contact for any contracting, permitting, and data management needs, and is determined to ensure all projects run smoothly with open communication and ample planning. She has been with WWS and in the role as Project Coordinator for two years.

**Equipment Operators: Cole Brunink and Kyle Skornicka**, are experienced mechanical equipment operators and certified pesticide applicators with several years of experience in tree care and habitat management. They take pride in completing their mechanical work in a timely manner, and that they follow treatment prescriptions completely. Brunink and Skornicka have been with WWS and in the role of Equipment Operators for one year.

**Technicians: Tristan Tackman, Erik Bredberg**, are certified pesticide applicators and have BS degrees in the biological sciences They take great pride in their work and will ensure efficient completion of each task.

**Wildlife Biologist: Ernie Kafcas**, Former Michigan DNR Wildlife Biologist: Ernie is the founder of WWS and brings vast amounts of knowledge and experience. He spent three decades with the DNR. His role is to assist in project planning, management, and oversight, and ensure proper execution of the project.



# Nicholas S. Kafcas

2196 M66  
Kalkaska, MI 49646

Nick@WildlifeAndWetlandsSolutions.com  
307-247-3572

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## Occupational Goal

*To manage and grow an honest business in the field of wildlife management, that promotes conservation, restoration, and outdoor recreation.*

---

## Education

- St. Clair County Community College – 2002 - 2004
- Central Michigan University – 2005 - 2008
  - **B.S. Biology: Natural Resources** with a wildlife management emphasis

## Work Experience

### **January 2019 to Present – Owner of Wildlife & Wetlands Solutions LLC**

- Manage and oversee all operations of the business

### **June 2012 to 2018 – Co-owner of Wildlife & Wetlands Solutions LLC**

- Manage field operations and personnel

### **October 2008 to June 2012: Wyoming Game and Fish Department - Wildlife Biologist: Habitat and Access Coordinator**

- Manage and maintain all Public Access Areas and Wildlife Habitat Management Areas in Goshen and Platte counties
- Management includes wetland, terrestrial, aquatic, and riparian habitats
- Coordinate, implement, and oversee habitat improvement projects, maintenance projects, and contracts
- Administer contracts, requisitions, addendums, process invoices, track expenditures and budgets
- Prepare weekly, monthly, and annual work plans, and monthly summaries and safety reports
- Supervise H&A Specialist and Technicians within the Laramie region
- Responsible for interagency communication of management and maintenance issues of all managed lands within Goshen and Platte counties (wardens, biologists, regional supervisors, administration)
- Administer grants for project funding and prepare completion reports of grant funded projects

- Maintain photo logs of all projects and monthly photo points of all managed areas

### **Professional Development**

- Completed WISE supervisor training course
- Completed heavy truck and equipment operation training with WYDOT
- Completed coursework and projects in GIS applications
- Completed All-topo training course

### **Volunteer Experience**

- **1995 to Present** - Assisted Michigan Dept. of Natural Resources wildlife biologists in conducting surveys including waterfowl banding, turkey trapping and many other wildlife management activities.
- **Summer 1996 - MDNR** - Worked at a remote camp in James Bay, Ontario assisting biologists in capture, banding and genetic sampling of Lesser Canada and Snow/Blue geese.

### **Certifications**

- Certified Pesticide Applicators License 2003-present
- Certified Shoreline Restoration Professional
- Certified Outfitter Guide - Bitterroot Outfitters Guide School, Hamilton, MT, 2003
- Certified wilderness first aid
- Certified - S-212 wildland fire chainsaw training- class B sawyer

### **References**

Matthew Pollock  
Habitat & Access Supervisor  
Wyoming Game and Fish Dept.  
2011 W. Odell Ave.  
Casper, WY 82604  
(307) 577-3062

Timothy Payne  
Wildlife Supervisor  
Michigan Dept. of Natural Resources  
38980 7 Mile Rd.  
Livonia, Mi. 48052  
(734) 953-1496

Rick Duchene, Equipment Operator  
Michigan Dept. of Natural Resources  
6585 Starville Rd.  
Marine City, MI  
(734) 231-3883

Matt Mueller, P.E.  
907 W. Cow Creek  
Fair Haven, MI. 48023  
(586) 725-9870

# Melissa Coolman

3276 Silver Farms Lane  
Traverse City, MI 49684

Melissa@WildlifeAndWetlandsSolutions.com  
231-642-1608

---

## Education

- University of Michigan – Flint - 1984 - 1990
  - **B.S. Secondary Education**, Major in Mathematics, Minor in Social Sciences

## Work Experience

### January 2019 to Present – Wildlife & Wetlands Solutions LLC

- Office Administrator

### September 2017 to Present – Pure Essence Salon

- Front Desk Attendant and Bookkeeper

### 2010 – Present - Alvia IT Services, Virtual Assistant | Project Support

Projects include:

- Communications including website design and updates, social media and correspondence
- Creation and distribution of print materials and collateral including posters, buttons, programs, signage, informational documents, agreements and ads
- Process and procedure reform and implementation
- Operations management
- Data collection and analysis
- IT services and solutions
- Event planning, logistics and customer interface
- Invoicing, payment receipt and payables management, tax preparation
- Accountant, insurance and legal interface
- Staff meeting agenda creation, preparation and follow-up
- Volunteer management

## Skills

- Collaboration, Brainstorming and Problem Solving
- Excellent organizational skills and attention to detail
- Quick study
- Proficient in Excel, Word, Publisher, email marketing solutions (specifically MailChimp), Wordpress and QuickBooks (Windows and Macintosh operating systems)
- Small Business Management
- Experience using Adobe Suite, Survey Monkey and several other software and management tools

# Mikayla Leishman

5968 Voice Rd.  
Kingsley, MI 49649

Mikayla@WildlifeAndWetlandsSolutions.com  
231-633-9319

---

## Education

- Lake Superior State University – 2017 – 2018
  - **B.S. Biology: Conservation Biology** with a minor in Environmental Science
- Northwestern Michigan College – 2014 - 2016
  - **Associates Degree, Applied Sciences and Arts: Liberal Arts**

## Work Experience

### January 2019 to Present – Wildlife & Wetlands Solutions LLC

- Wildlife Coordinator
  - Lead personal on bidding and contracting
  - Coordinates projects and handles official correspondence
  - Lead GIS and GPS personal
  - Involved in all of WWS's projects since hiring date

### May 2018 to August 2018 – Michigan Department of Natural Resources

- Non-Career Wildlife Assistant

### January 2012 to January 2017: Champion Force Athletics

- Assistant Coach

## Skills

- MDARD Certifide Pesticide Applicator
- Michigan Natural Shoreline Stewardship Certified Professional
- Proficient in Microsoft Office
- Experienced with ArcGIS and topographic map interpretation
- Experienced with Excel data calculations and manipulations
- Experienced with quadrat, transect, and prism point plant sampling
- Experienced with forestry and soil data collection and analysis
- Experienced with operating a Hydrolab
- Experienced with variety of other data collection and analysis methods
- Accustomed to working both independently and as part of a team

# Cole Brunink

8890 W Phelps Rd  
Manton, MI, 49663

Cole@WildlifeAndWetlandsSolutions.com  
231-878-6751

---

## Education

### April 2004 to April 2010 - McBain High School

- High school or equivalent

## Work Experience

### January 2020 to Present – Wildlife & Wetlands Solutions LLC

- Equipment Operator and Mechanic
  - Lead Equipment Operator
  - Operates forestry mulchers, excavators, skid steers, skidder sprayers, and Marsh Masters.
  - Maintains, repairs, and transports equipment.
  - Conducts project site visits to evaluate equipment feasibility.

### March 2019 to January 2020 – Epic Powersports

- Powersports Mechanic
  - Worked on a wide range of side by sides, vats, dirt bikes and snowmobiles

### November 2015 to March 2019 Dutchman Tree Farms

- Heavy Equipment Operator
  - 20,000 ac tree farm and some cash cropping work
  - Operated 15 hp tractors up to 400 hp tractors, front end loaders, excavator, and 100 ft boom sprayer
  - Conducted equipment maintenance.

## Skills

- Backhoe
- Excavator
- Dozer
- Maintenance
- Mechanic
- Automotive
- Electrical
- Sales
- Certified Pesticide Applicator

## Experience

Wildlife and Wetlands Solutions has experience with many aspects of habitat restoration, and has completed a diverse range of successful projects that include:

- Forestry and Tree Management
  - Cutting for aspen regeneration
  - Brushing to create habitat openings
  - Mastication
  - Pre-commercial thinning
  - Tree planting for restoration
- Grassland Restoration
  - Removal of cool season grasses with herbicide
  - Removal of invasive species with herbicide
  - Removal of invasive or native shrubs
  - Mowing to promote openings
  - Planting with a seed drill or plugs
- Survey, identification, treatment and/or removal of many invasive species, including but not limited to:
  - Autumn olive
  - Honeysuckle
  - Glossy buckthorn
  - Japanese knotweed
  - Spotted knapweed
  - Reed canary grass
  - Canada thistle
  - Bull thistle
  - Wild parsnip
  - Garlic mustard
  - Phragmites
  - Narrow-leaf cattail
- Plant Identification
  - Survey
  - Field identification
  - Rare plant identification
  - Intuitive meander survey
  - Broad identification skills
  - Ability to identify unfamiliar species using standard tools and references
- Seed Collection
  - Attention to proper collection timing
  - Cleaning and storage that maximizes viability
- Native Plug Installation
  - Proper planting and after care of native plantings
  - Establish successful plantings with various plant stocks, plugs and bare-root stock
  - Proper watering and protection from wildlife pressures
  - Proper staking, if needed
  - Exclusion fencing and other pest protection
- Lake and Stream Restoration
  - Shoreline design
  - Permitting
  - Installation of coir logs, erosion blanket
  - Installation of fill
  - Planting plans with native plants for optimum restoration

## Requirements

### *Work Schedule*

Work will commence when the contract between Leelanau County and Wildlife and Wetlands Solutions has been successfully executed and after the bark slip period has passed. The project is expected to take 14 days to complete (three work week periods). The Emergency Trail will take 5 days to complete with the forestry mulcher/mastication machine, the C trail will take three days to complete with the forestry mulcher, excavator, and skid steer, and the disc golf course will take 6 days to complete with the forestry mulcher, excavator, and skid steer.

### *Work Plan*

- **Emergency Trail:** All woody debris will be reduced by mulching with a Forestry Mulcher. stumps will be ground with a forestry mulcher. Larger logs will be pushed to the side of the trail, with a minimum trail width of ten (10) feet, or mulched.
- **C Trail:** Skid Steer and excavator will remove large residual woody stems and pile remaining brush so that it can be mulched and spread out appropriately. Forestry Mulcher will mulch woody debris. The trail will be cleared of logging debris to a fifty (50) foot width on each side of the trail or line of sight, whichever is closest.
- **Disc Golf Course:** Skid Steer and excavator will remove large residual woody stems and pile remaining brush so that it can be mulched and spread out appropriately. The Forestry Mulcher will mulch woody debris. The Disc Golf Course will be cleaned of all logging debris to a one hundred (100) foot area in each direction from the centerline of tee box to basket, extending behind the basket for one hundred (100) feet, and to an area twenty (20) feet in each direction from centerline of any trails leading to the tee boxes.

\*All vegetation and debris that cannot be cut and cleared with a machine will be cut by chainsaws and removed.

## Section C- References

**State of Michigan, DNR Forest Resources Division**, Jason Hartman, 989-273-1169, hartmanj@michigan.gov, PO Box 30452, Lansing, MI 48909-7952.

- Over 600 ac of mechanical mastication of logging debris and unwanted regeneration during the 2020/2021 season completed thus far.

**Borealis Consulting LLC**, Liana May, 231-835-0636, [liana.n.may@gmail.com](mailto:liana.n.may@gmail.com), PO Box 942, Traverse City MI 49684.

- 40 ac of woody vegetation was hand (cut-stump) or mechanically mulching and stump herbicided on the Frankfort Area School forest lands in 2021.

**Pheasants Forever Michigan**, Bean Beaman, 313-418-4341, [bbeaman@pheasantsforever.org](mailto:bbeaman@pheasantsforever.org) 1783 Buerkle Circle, St. Paul, MN 55110

- 30 ac of woody vegetation mechanically mulched and stump herbicided in June of 2020 on public hunting grounds in Pinconning, MI.

\*\*Additional references available upon request



## **Section D- Related Info and History**

### **Disclosures:**

*Leelanau County:* Wildlife and Wetlands Solutions has never Contracted with or have been subcontracted to a project for Leelanau County. None of WWS' employees have worked for or have been associated with any Leelanau County project, proposal, or personnel.

*Default:* Wildlife and Wetlands Solutions has never defaulted on a contract.

### **History**

Wildlife biologists Ernie and Nick Kafcas created Wildlife and Wetlands Solutions (WWS) in 2007 in response to the growing need for responsible and quality invasive species control and habitat rehabilitation contractors. WWS has become a leader in habitat restoration, invasive species control, forestry and fuels management, and other treatment techniques utilized to create beneficial and successful natural habitats for wildlife and humans alike.

WWS currently employs 9 people, including habitat management equipment operators, certified pesticide applicators, biologists, field mechanics, project managers, field technicians, and office administrators. WWS has extensive heavy equipment, invasive species and unwanted vegetation control, native seeding, and wildlife habitat restoration experience built over 14 years of contracting and nearly 3 decades of experience in all aspects of habitat management. WWS has conducted land management and restoration activities for a multitude of township governments, county governments, the State of Michigan, USDA Forest Service, Corps of Engineers, multiple non-profit organizations (RGS, NWTF, PF, DU), lake and/or homeowner associations, and many private property owners.

## Section E- Cost Proposal and Compensation

### Cost Breakdown

Myles Kimmerly Project Costs	Description	Rate	Timeline	Total Costs
	Forestry mulcher Cost	\$1,500/day	14 days	\$21,000
	Excavator Cost	\$350/day	9 days	\$3,150
	Skid Steer Cost	\$180/day	9 days	\$1,620
	Operator Labor Cost	\$500/crew member/day	1 crew member for 5 days and 3 crew members for 9 days	\$16,000
	Equipment Maintenance Cost, Transport, Insurance, Overhead	\$5,030	NA	\$5,030
	<b>Total</b>			<b>\$46,800</b>

### Cost Description:

The Forestry mulcher will need to be onsite for an estimated fourteen working days: 5 days to complete the Emergency Trail, 3 Days to complete the C trail, and 6 days to complete the Disc Golf areas. The Excavator and Skid steer will need to be onsite for 9 working days, three of those days will be spent on the C trail, and the remaining 6 days on the Disc Golf areas. One of our operators needs to be onsite for 5 days to run the forestry mulcher on the Emergency Trail, three operators need to be onsite for 3 days to run the masticating machine, excavator, skid steer, and/or chainsaw for the C trail, and three operators need to be onsite for 6 days to run the masticating machine, excavator, skid steer, and/or chainsaw for the Disc Golf areas. Equipment maintenance costs covers fuels, fluids, and masticating replacement teeth for the equipment, and Transport, Insurance, and Overhead are self-descriptive.

## **Section F- Identification of Anticipated and/or Potential Project Problems**

No significant problems are anticipated. Some that tend to arise in land management work include...

- Constituent and park go-er discontentment with work occurring.
  - *Remedy:*
    - We will coordinate and/or provide plenty of descriptive signage to notify when work will be occurring, why it is occurring, and what benefits will be incurred by such work.
    - Our operators are very amicable and knowledgeable about what and why they are doing their task and will talk to and explain such to any constituents that have questions while they are onsite.
  
- Equipment failures.
  - *Remedy:*
    - Our equipment operators are skilled mechanics and can do small repairs right onsite.
    - We work regularly and have rental agreements with several of the area's top rental companies, so if there is a catastrophic breakdown, we can usually have replacement equipment available within 24 hours.

**Section G- Signed Certificate of Compliance**

EXHIBIT B

**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012 FORM**

(Please type or print clearly in ink only)

I certify that neither Wildlife and Wetlands Solutions, LLC (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO (2) TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

Wildlife and Wetlands Solutions, LLC

(Name of Company)

By:



Title: Owner

Date:

4-1-21

## **Section H- Acceptance of Conditions**

Wildlife and Wetlands Solutions accepts all conditions as they are described in the draft Work Agreement included in the RFP (LCAO-RFP-2021-01).

## **Section I- Signed Checklist**

**EXHIBIT C  
CHECKLIST FOR RESPONSIVENESS**

Yes Proposal was submitted on or before 3:00 p.m., local time, on April 8, 2021.

Yes Required number of proposal copies were submitted.

Yes Proposal was formatted into nine (9) major sections: Letter of Submittal, including a signed Certifications and Assurances; Project Manager and Team Qualifications, Experiences and Requirements; References; Related Information and History; Cost Proposal and Compensation; Identification of Anticipated and/or Potential Project Problems; Signed Certificate of Compliance with Public Act 517 of 2012 Form; and Acceptance of Conditions.

Yes Respondent meets minimum qualifications:

1. Licensed to do business in the State of Michigan.
2. Will comply with the Certificate of Assurances set forth in Exhibit A.
3. Has certified that it is not an Iran Linked Business.
4. Submit proposals as specified in this RFP.

Yes Letter of Submittal and Certifications and Assurances were signed by an individual authorized to bind the Proposer to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the sole proprietor of a sole proprietorship.

Yes Three (3) references from three (3) previous clients provided.

NOTE: "Yes" answers must be given to each element above for the proposal to be considered responsive.

Wildlife and Wetlands Solutions, LLC  
(Name of Company)

By: 

Date: 4-1-21

Title: Owner



## Leelanau County Parks and Recreation Commission

Regular Session – Wednesday, April 21, 2021

**Tentative Minutes – meeting recorded**

Leelanau County Government Center, Suttons Bay, Michigan

<https://www.leelanau.gov/meetingdetails.asp?MAId=2133>

The meeting was called to order by Commission Chairman Casey Noonan at 3:00 p.m.

The Pledge of Allegiance was led by Chairman Noonan.

Roll Call:

Dave Barrons, *Vice Chairman*  
Steve Christensen  
Don Frerichs  
Melinda Lautner  
Casey Noonan, *Chairman*  
John Popa  
Rick Robbins  
Michael Smith  
F. Jon Walter  
Todd Yeomans

...

### Action Items –

...

#### Myles Kimmerly Park Committee:

##### Trail Debris RFP Recommendation.

Frerichs said the last thing the Sheriff said, was “make the parks beautiful.” The last couple of months, this committee has been trying to prioritize what to do with this park. It is important we put this in perspective. We need to “greenlight” this. We have an “attractive nuisance,” if you will. He said the Glen Lake Community Schools students visited recently to clean up debris, and they raked out flowerbeds. He was out there at the same time, and they were all over the place. They even cleaned out trash within the trail debris.

Frerichs continued; we had four bids; one stood out, from Wildlife & Wetlands Solutions (WWS), in the amount of \$46,800.00, which the Committee is recommending for approval. Frerichs outlined what the company would do at that cost. He referenced the trail map ([https://www.leelanau.gov/downloads/myles\\_kimmerly\\_trails\\_4\\_19.pdf](https://www.leelanau.gov/downloads/myles_kimmerly_trails_4_19.pdf)). Frerichs said the logging done in 2018, the County made \$12,000.00 for that, with \$5,000.00 (going to the forester). Frerichs remarked there is “\$7,055.00 sitting somewhere” and that should be considered. He feels there is a liability issue if someone were to get hurt. He watched kids throw the discs, the discs go into a pile of timber, and retrieval is difficult. This is a top priority for the Committee. We should pause on other issues of big-ticket items, and give it top priority.

Frerichs continued, giving the history of the park. The disc golf group poured pads and did some of the work. Frerichs said he was out there last week; he was amazed at the number of disc golfers and soccer players. It is a bit of a hazard for people to walk the trail. He commented on

the “C” trail, which is a new trail. Many of the markers have fallen, and it is hard to navigate the trail. He continued to offer comment on the current state of all of the park’s trails, saying it is up to us as a Commission to figure out how to pay for this project. The proposed cost (from WWS) is appropriate. We would be foolish not to do this entire project. Part of this has to do with mobilization. He also remarked on proposed travel costs, equipment rental, references, and others. Frerichs continued to comment on funding options and his site visits to the trail system within the Park.

Barrons asked did the RFP cover reopening the long outside trail? Frerichs affirmed, saying they will spend five days on that path, and the bid is for all trails. Robbins asked and Frerichs responded the (most expensive) two bids were \$250,000.00 and \$166,600.00. He continued to outline the terms (on file with the Clerk.) Discussion ensued on the bid disparity.

Frerichs asked Bradley to respond. Bradley said his understanding was the higher bidders would need to rent equipment. The highest bidder didn’t have a clear understanding of the scope of the project. The second lowest bidder didn’t have the equipment either. Bradley added they have worked with WWS (on previous jobs) – they have done work on Veronica Valley Park. Frerichs said he was concerned on the disparity of the bids, so he reviewed all of them extensively. The fourth bidder didn’t bid anything correctly. Frerichs said he had talked with the WWS people; they own the forestry mulchers and the LTR, they will rent the excavator and the skid. Frerichs continued to extensively list the process WWS will employ with equipment and personnel, and then asked for assistance in crafting the request to the County Board. Bradley remarked some of the existing damage is from the 2015 storm that wasn’t cleared up but was instead pushed to the side. It isn’t all due to the logging operation.

Frerichs said you can walk through the park and see a lot of downed trees. We are talking about the piles of debris along the trails. Smith asked is there a specific amount of footage away from the trail? Frerichs responded that the emergency or “C” trail, they will clear all the debris 50 feet out from the centerline. He outlined the specs for the disc golf course. Christensen remarked WWS has worked with the Conservation District on invasive species eradication projects years ago. They were the “kingpin on phragmites eradication” efforts for the County, and did a heck of a job. Forester Kama Ross was involved with them in some capacity; she was able to talk with them and see the machine run and how they operated it. She was extraordinarily impressed. Robbins said the problem he has is with the \$100,000.00 difference in bids; he doesn’t want to get stuck like we did with this building. He wants to make sure we do the right thing and are protected. Frerichs concurred with Robbins, that the disparity in the bids had bothered him as well. However, he had spent a lot of time comparing the top three bids, he walked the trails, and talked with different people on machinery rental. He thinks it is a fair bid; the other (bids are) higher than they should be. One of the things that impressed him when he talked with the people and their references, he was impressed with how environmentally conscious they are.

Lautner stated we know a lot of work needs to be done in that park. She knows tree work is expensive; do we want to spend that (kind of money) this year on these trails? She knows there

is a liability, and she is struggling spending that kind of money. She would hate to close down those trails; they are open. Maybe we could rebid it a bit. Can we do 50 feet (rather than 100 feet)? She is really struggling over the \$46,800.00. The other thing, all we have in the packet, is this one company's information; we don't have anything on the first one. What did the \$15,000.00 (bidder) offer? Bradley clarified we don't know if the firm that bid \$16,000.00 even visited the park; they never made an appointment. Discussion followed. Clerk Evans added a site visit was a bid requirement.

Robbins asked and Bradley responded the 100-feet is needed for the disc golf course, but not on every hole. Bradley gave an overview on which holes need the most work. Frerichs asked and Bradley responded the 100-feet clearing was determined by asking the golfers. Discussion ensued on the specs. Yeomans said he has no problem with this project being done; it has been bad there (nearly 20 years). To Lautner's point, we would be at a crossroads spending the \$15,000.00. Can we make it a two-year project, and do the disc golf part, and then next year, do the back trails? It will be the same company doing it anyway. He said Commissioners will look at a \$46,800.00 bill and go "whoa." We do need the parks and we need to maintain it. Discussion ensued on the proposed project and why it was important to do it all at once. Frerichs said if we can come up with the money for the entire project, the mulch becomes groundcover for the trails. If we do it piecemeal, it will take longer to return to its natural state. The trail has been ignored for a while.

Popa said this job is needed; it has been needed ever since that storm went through. We did a very good job on writing specs. He commends Bradley for going out there. This is a reputable contractor that has done work for us before. Popa said he believes Bradley when he said he showed them all. It is dangerous to go out and rebid this. He believes Bradley that he showed them what had to be done. Popa added Frerichs has gone over these bids thoroughly. He thinks we should go to the (County Board on this recommendation). It is not safe out there. We cannot spend an hour, but we should tell them what we did, and it's a good contractor. We need to do this, and he will vote for it.

Yeomans said he has no problem doing the whole thing; however, he has a problem going before the County Board and (they refuse it). Noonan said if we go with an alternative, they will go with that one and not with the one we want. We need to make our pitch, and tell them why this is the best option. If they do not approve it, then we will go back to square one. We need to go do our job, and he is willing to "go to bat" to make this happen. He is personally not happy with the amount of money proposed, but it is what it is. One bid was \$250,000.00 – that is crazy, and thinks \$46,800.00 is a bit crazy as well. We have the bids in front of us, and we have to go off these, like it or not. Frerichs said the best way to approach the (County) Board is for this Commission to be unanimously in favor of this proposal. Yeomans said he will vote for this; he is on different boards throughout the County, just like Noonan. Discussion followed. Frerichs said we shouldn't take it out of this Commission unless it is unanimous. This RFP went in before he was on this Board.

Christensen said he will support what Noonan said. We trusted Bradley to put together a good RFP, which he did. He looks at the high bids (submitted) as people who are “really busy.” They (respond to) some bids, but then put them sky high...and they are raking it in. This is harvest time for the construction industry. These bids are just throw-outs. One bid makes sense; it is higher than he wants, but he agrees with Noonan – we need to go with this. Between now and next month, if a few of us can talk with Accounting and figure out the best way of presenting this. Noonan is right; we are stuck, we went out for bids, and this is the one in his mind that makes it. He will vote (to support) it.

Barrons said if we vote for this, and he is in favor as well – do we need to have an answer on where funding will come? Christensen said we will need to show what we are up against, our budget, and (the project price) is tall; we are stuck. We didn’t get that \$25,000.00 to \$30,000.00 bid (we had hoped for). Yeomans said this is the year of Myles Kimmerly Park; he will vote yes on this.

Frerichs asked is it feasible that some of the funding could come out of maintenance? Noonan asked for a motion.

**Motion by Popa to recommend to the Leelanau County Board of Commissioners to accept the bid from Wildlife & Wetlands Solutions for the trail debris clean-up at Myles Kimmerly Park, in an amount not to exceed \$46,800.00. Seconded by Smith/Christensen.**

Discussion – Clerk Evans asked for and restated the Committee recommendation in its entirety. Frerichs commented on funding.

Lautner asked Chairman Noonan to call the question.

**Ayes – 9 (Barrons, Christensen, Frerichs, Noonan, Popa, Robbins, Smith, Walter, Yeomans)**

**No – 1 – (Lautner)**

**Recommendation Passes.**

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Parks &amp; Recreation</u> Contact Person: <u>Dave Barrons</u> Telephone No.: <u>231-590-2295</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  05/04/2021
<b>Source Selection Method</b>	VENDOR: <u>Laggis Fish Farm</u>  Address/ Phone: <u>08988 - 35th Street</u> <u>Gobles, Michigan 49055</u>
<input checked="" type="checkbox"/> Quotation  <input type="checkbox"/> Other: _____ Account Number _____ (Funds to come from): _____	

Budgeted Amount: _____	\$ 9,500.00		Contracted Amount: _____	\$ 4,292.50
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Annual Fish Stocking at VVP</u>

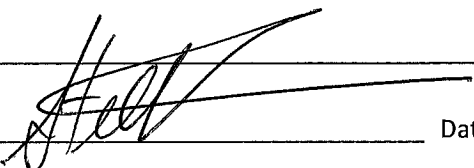
**Request to Waive Board Policy on Bid Requirements**

The County Parks and Recreation Commission works with the Lake Leelanau Lake Association's (LLLA) Kids' Fishing Day (KFD) Committee to promote fishing by hosting the KFD event on the last Sunday in June at Veronica Valley County Park.

Parks & Rec splits the bill from Laggis Fish Farm with the LLLA (see attached proposal). DNR Fisheries Biologist Heather Hettinger assists in facilitating this event, which she considers to be a gem. Additionally, there are not many bodies of water within the state that host similar events such as this.

Historically, the LLLA pays Laggis Fish Farm of Gobles, Michigan, for the entire amount, and the Parks and Recreation Commission then reimburses the Association for their determined portion of the cost.

**Suggested Recommendation:** I move to recommend that the Board of Commissioners waive its policy on bid requirements and approve the purchase of fish for Veronica Valley Pond in an amount not to exceed \$4,292.50; funds to come from 101.850.756.727.000.

Department Head Approval:  Date: 05/04/2021

# 2021 ADOPTED BUDGET

Fund 101 General Fund

County of Leelanau

Department 850756 Parks & Recreation

Period Ending Date: August 31, 2020

Account Number	2018 Audited	2019 Audited	2020 Year-to-date	2020 Adopted Budget	2020 Amended Budget	2021 Proposed Budget	BOC Changes & Dept. Requests	Adopted Budget
Account Name								
<b>Department 850756 Parks &amp; Recreation</b>								
<b>Expenses</b>								
850756-702.000 Overtime	519.04	866.14	517.82	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
850756-703.000 Salaries	25,547.28	24,303.07	13,352.25	31,477.00	31,477.00	31,477.00	31,170.00	31,170.00
850756-703.001 Temporary Office Assistant	1,536.80	634.57	0.00	0.00	0.00	0.00	0.00	0.00
850756-703.006 Salaries -non-work holiday	622.12	613.48	346.72	979.00	979.00	979.00	533.00	533.00
850756-704.000 Per Diem	1,920.00	1,640.00	840.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00
850756-717.000 Social Security	2,293.19	2,157.44	1,157.18	2,928.00	2,928.00	2,928.00	2,870.00	2,870.00
850756-718.000 Hospitalization	10,627.00	11,540.00	5,347.50	5,657.00	7,130.00	7,130.00	7,130.00	7,130.00
850756-719.000 Retirement	2,078.15	2,037.93	1,147.40	2,645.00	2,645.00	2,645.00	1,925.00	1,925.00
850756-720.000 Life Insurance/Disability	492.26	525.67	285.84	579.00	579.00	579.00	579.00	579.00
850756-727.000 Office/Operating Supplies	6,163.00	6,946.05	4,938.24	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00
850756-728.000 Postage	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
850756-742.000 Uniforms	702.64	142.94	266.72	400.00	400.00	400.00	400.00	400.00
850756-743.000 Gas/Oil	1,890.60	1,766.47	721.34	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
850756-775.000 Repair and Maintenance	23,339.11	20,901.05	8,861.28	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
850756-801.000 Contractual Services	17,377.14	22,289.53	9,920.09	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
850756-807.000 Membership Dues and Fees	0.00	0.00	569.20	100.00	100.00	100.00	100.00	100.00
850756-850.000 Telephone	389.86	667.21	473.77	400.00	400.00	400.00	400.00	400.00
850756-850.001 Telephone - Cell phone	513.83	774.17	262.35	294.00	294.00	294.00	294.00	294.00
850756-860.000 Travel	20.49	0.00	0.00	70.00	70.00	70.00	70.00	70.00
850756-860.001 Travel - Taxable	793.95	463.09	204.70	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
850756-900.000 Printing and Publishing	1,048.50	2,020.65	832.18	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00

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# 2021 ADOPTED BUDGET

Fund 101 General Fund

County of Leelanau

Department 850756 Parks & Recreation

Period Ending Date: August 31, 2020

Account Number	2018 Audited	2019 Audited	2020 Year-to-date	2020 Adopted Budget	2020 Amended Budget	2021 Proposed Budget	BOC Changes & Dept. Requests	Adopted Budget
Account Name								
850756-920.000 Utilities (Light-Oil)	4,206.87	3,350.77	3,055.19	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
850756-940.000 Rental	1,379.43	908.91	770.26	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
850756-942.000 Copy Machine Charges (Rental)	0.00	24.20	1.96	30.00	30.00	30.00	30.00	30.00
850756-960.000 Education	400.00	140.00	0.00	0.00	0.00	0.00	0.00	0.00
850756-970.000 Capital Outlay	38,674.60	0.00	100.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00
850756-970.010 Capital Outlay under \$5,000.00	0.00	0.00	0.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
<b>Expenses Total</b>	<b>142,540.86</b>	<b>104,713.34</b>	<b>53,971.99</b>	<b>167,059.00</b>	<b>168,532.00</b>	<b>168,532.00</b>	<b>167,001.00</b>	<b>167,001.00</b>
<b>Parks &amp; Recreation Dept Total</b>	<b>142,540.86</b>	<b>104,713.34</b>	<b>53,971.99</b>	<b>167,059.00</b>	<b>168,532.00</b>	<b>168,532.00</b>	<b>167,001.00</b>	<b>167,001.00</b>

**Proposed 2021 Fish Stocking for Veronica Valley County Park  
Leelanau County Parks and Recreation Commission**

2,000 hybrid bluegill (size 5-7") @ \$2.006 ea. Total = \$4,012

Shared shipping (with Lake Leelanau Lake Association)  
204 miles @ \$2.70 per mile  
\$561.00/2 = \$280.50 Total = \$280.50

Final cost = \$4,292.50

*In 2020 LCPRC spent \$4,553 in 2020 for fish, as the Lake Leelanau Association did not purchase their normal amount of fish, and thus there was no cost savings in shipping. If we want to look at the change in costs over time, we need to go back to 2019 for a better comparison. The cost per fish in 2020 was the same as in 2019 (\$1.996 ea.)*

In 2019 the Leelanau County Park and Recreation Committee purchased 2,000 hybrid bluegill for a total cost of \$4,232.50 This proposal for this year reflects an increase of \$.03 per fish for bluegill and no increase in the cost per loaded mile for shipping. The total increase in price from 2019 to 2021 for the Parks and Rec Commission is **\$60.00**-Laggis' Fish Farm in Gobles, Michigan, will once again be used to provide fish. Even with the cost of delivery, this private fish hatchery is the lowest cost option in the state for our needs.

The 2021 stocking distribution will be as follows; 1,000 bluegill will be divided into the two Long Ponds, while 1,000 bluegill will be stocked into the Kids Pond. The Lake Leelanau Association's Kids Fish Day Committee will contribute another 1,500 bluegill for the Kids Pond, ordered in conjunction with the Leelanau County Parks and Recreation Committee's fish so that both groups are able to save on shipping costs.

**Contributions:**

Lake Leelanau Association

\$280.50 (shipping)  
\$3,009 (1,500 bluegill)

**\$3,289.50**  
Total 2021 fish stocking costs

Leelanau County P&R

\$280.50 (shipping)  
\$4,012.00 (2,000 bluegill)

**\$4,292.50**  
Total 2021 fish stocking costs



**Historic Veronica Valley Kids Fish Day Costs and Number of Fish Stocked 2005-Present**

<b>Year</b>	<b>Pond Name</b>	<b>Fish Species</b>	<b>Fish Size</b>	<b>Fish Number</b>	<b>Fish Cost</b>	<b>Contributor</b>
2005	Kid's	Hybrid bluegill	5-7"	500	\$875	Fish Day Committee
2006	Kid's	Hybrid bluegill	5-7"	700	\$1,225	Fish Day Committee
2006	Kid's	Rainbow trout	10-12"	100	\$155	Fish Day Committee
2007	Kid's	Hybrid bluegill	5-7"	762	\$1,334	Fish Day Committee
2007	Kid's	Rainbow trout	10-12"	150	\$233	Fish Day Committee
2007	Kid's	Largemouth bass	6-7"	150	\$300	Fish Day Committee
2008	Kid's	Hybrid bluegill	5-7"	1300	\$1,885	Fish Day Committee
2008	Kid's	Rainbow trout	12-14"	25	\$50	Fish Day Committee
2009	Kid's	Hybrid bluegill	5-7"	1,628	\$2,360	Fish Day Committee
2010	Kid's	Hybrid bluegill	5-7"	1,000	\$1,450	MDNR
2010	Kid's	Hybrid bluegill	5-7"	1,500	\$2,175	Fish Day Committee
2010	Kid's	Brown trout	14-20"	150	\$230	MDNR
2010	Kid's	Largemouth bass	6-7"	250	\$500	LCPR
2010	Long	Hybrid bluegill	5-7"	1,000	\$1,450	LCPR
2010	Long	Largemouth bass	6-7"	150	\$300	LCPR
2011	Kid's	Hybrid bluegill	5-7"	1,500	\$2,175	Fish Day Committee
2011	Kid's	Brown trout	10-16"	155	\$2,834	MDNR
2011	Kid's	Rainbow trout	15-18"	145	\$2,652	MDNR
2011	Kid's	Hybrid bluegill	5-7"	1,000	\$1,450	LCPR
2011	Kid's	Largemouth bass	6-7"	250	\$500	LCPR
2011	Long	Hybrid bluegill	5-7"	1,000	\$1,450	LCPR
2011	Long	Largemouth bass	6-7"	150	\$300	LCPR
2012	Kid's	Hybrid bluegill	5-7"	1,500	\$1,935	Fish Day Committee
2012	Kid's	Brown trout	10-11"	160	\$2,926	MDNR
2012	Kid's	Rainbow trout		150	\$2,744	MDNR
2012	Kid's	Hybrid bluegill	5-7"	1,000	\$1,290	LCPR
2012	Kid's	Largemouth bass	6-7"	250	\$325	LCPR
2012	Long	Hybrid bluegill	5-7"	1,000	\$1,290	LCPR
2012	Long	Largemouth bass	6-7"	150	\$195	LCPR
2013	Kid's	Hybrid bluegill	5-7"	1,500	\$2,085	Fish Day Committee
2013	Kid's	Brown trout	13-22"	149	\$2,725	MDNR
2013	Kid's	Hybrid bluegill	5-7"	1,000	\$1,390	LCPR

2013	Long	Hybrid bluegill	5-7"	500	\$695	LCPR
2013	Long	Hybrid bluegill	5-7"	500	\$695	LCPR
2014	Kid's	Hybrid bluegill	5-7"	1,500	\$2,385	Fish Day Committee
2014	Kid's	Hybrid bluegill	5-7"	1,500	\$2,385	LCPR
2014	Long	Hybrid bluegill	5-7"	250	\$398	LCPR
2014	Long	Hybrid bluegill	5-7"	250	\$398	LCPR
2015	Kid's	Hybrid bluegill	5-7"	1,500	\$2,433	Fish Day Committee
2015	Kid's	Brown trout	13"	145	\$2,652	MDNR
2015	Kid's	Brook trout	12"	155	\$2,834	USFWS
2015	Kid's	Hybrid bluegill	5-7"	1,000	\$1,622	LCPR
2015	Long	Hybrid bluegill	5-7"	500	\$811	LCPR
2015	Long	Hybrid bluegill	5-7"	500	\$811	LCPR
2016	Kid's	Hybrid bluegill	5-7"	1,500	\$2,482	Fish Day Committee
2016	Kid's	Brown trout	11-15"	155	\$2,834	MDNR
2016	Kid's	Hybrid bluegill	5-7"	1,000	\$1,655	LCPR
2016	Long	Hybrid bluegill	5-7"	500	\$827	LCPR
2016	Long	Hybrid bluegill	5-7"	500	\$828	LCPR
2017	Kid's	Hybrid bluegill	5-7"	1,500	\$2,758.50	Fish Day Committee
2017	Kid's	Brook trout	8-12"	67	\$1,226.00	MDNR
2017	Kid's	Hybrid bluegill	5-7"	1,000	\$1,839	LCPR
2017	Long	Hybrid bluegill	5-7"	500	\$919.50	LCPR
2017	Long	Hybrid bluegill	5-7"	500	\$919.50	LCPR
2018	Kid's	Hybrid bluegill	5-7"	1,500	\$2,814.00	Fish Day Committee
2018	Kid's	Various trout	10-18"	55	\$1,125.00	MDNR
2018	Kid's	Hybrid bluegill	5-7"	1,000	\$1,876	LCPR
2018	Long	Hybrid bluegill	5-7"	500	\$938.00	LCPR
2018	Long	Hybrid bluegill	5-7"	500	\$938.00	LCPR
2019	Kid's	Hybrid bluegill	5-7"	1,500	\$2,964.00	Fish Day Committee
2019	Kid's	Hybrid bluegill	5-7"	1,000	\$1,976	LCPR
2019	Long	Hybrid bluegill	5-7"	500	\$988.00	LCPR
2019	Long	Hybrid bluegill	5-7"	500	\$988.00	LCPR
2020	Kid's	Hybrid bluegill	5-7"	250	\$500.00	Fish Day Committee
2020	Kid's	Hybrid bluegill	5-7"	1,000	\$1,996	LCPR
2020	Long	Hybrid bluegill	5-7"	500	\$998.00	LCPR
2020	Long	Hybrid bluegill	5-7"	500	\$998.00	LCPR
2021	Kid's	Hybrid bluegill	5-7"	1,500	\$3,009	Fish Day Committee
2021	Kid's	Hybrid bluegill	5-7"	1,000	\$2,006	LCPR

<i>2021</i>	<i>Long</i>	<i>Hybrid bluegill</i>	<i>5-7"</i>	<i>500</i>	<i>\$1,003</i>	<i>LCPR</i>
<i>2021</i>	<i>Long</i>	<i>Hybrid bluegill</i>	<i>5-7"</i>	<i>500</i>	<i>\$1,003</i>	<i>LCPR</i>

\* Red line after 2011 denotes a change in fish providers/ Heather Hettinger taking over the procurement of fish for the pond.

\*\* Costs listed in the table are only for fish; does not include shipping charges.

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Emergency Mgt./911</u> Contact Person: <u>Matt Ansorge</u> Telephone No.: <u>(231) 256-8775</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  05/11/2021
<b>Source Selection Method</b>	
<input checked="" type="checkbox"/> Quotation  <input type="checkbox"/> Other: _____ Account Number _____ (Funds to come from): _____	VENDOR: _____  Address/ Phone: _____

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 5,062.64
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Document Description	
<input checked="" type="checkbox"/> 2% Allocation Request	<input type="checkbox"/> Other _____

**Request to Waive Board Policy on Bid Requirements**

Leelanau County Office of Emergency Management is requesting consideration for Grand Traverse Band Tribal 2% Allocation funding to establish a Reunification Kit that will be available to all county schools in the event an evacuation is necessary as a result of an emergency or disaster. Deployment of this kit will be the responsibility of the Leelanau County Office of Emergency Management and it will contain supplies that all schools will require to effectively and efficiently reunite students with their families.

All Emergency Services agencies in Leelanau County are invited to meet quarterly with administration from all local schools to discuss safety and security concerns that affect our school grounds, students and staff. As a result of these meetings, it was agreed that all County schools use the same policies and procedures for reuniting students with their families at a predetermined outside location following the evacuation of a school or building.

Not all schools are able to establish supplies for a reunification kit on their own. Having one robust kit available to be deployed when needed will benefit every school and every student in Leelanau County.

**Suggested Recommendation:** Motion to recommend that the Board of Commissioners approve Leelanau County Office of Emergency Management to pursue Grand Traverse Band Tribal 2% funding in order to establish a School Reunification Kit that will assist our local schools in reuniting students with their families following an evacuation.

Department Head Approval:  Matt Ansorge  
 2021.04.29 11:40:45 -04'00' Date: 04/29/2021

**Tribal Council Allocation of 2% Funds  
Application Form**

**PLEASE NOTE:**

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

**\*ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN  
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle:      JUNE – New submission date, Postmarked by **MAY 31st**  
                                   DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**

2. Name of Applicant: Leelanau County Office of Emergency Management  
Address: 8527 E Government Center Drive, Suite 101  
Suttons Bay, MI 49682  
Phone #: (231) 256-9711                      Fax #: (231) 256-0120  
Printed Name: William J. Bunek

- **Authorized Signature:** \_\_\_\_\_  
(Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)

Title: Chairman, Leelanau County Board of Commissioners  
E-mail address: cjanik@leelanau.gov

Printed Name of contact person: Matt Ansorge  
Telephone #: (231) 256-8775                      Fax #: (231) 256-8701  
E-mail address: mansorge@leelanau.gov

3. Type of Applicant:              X   Local Government                      \_\_\_\_\_ Local Court  
                                  \_\_\_\_\_ Township                      \_\_\_\_\_ County Commissioner                      \_\_\_\_\_ Road Commission  
                                  \_\_\_\_\_ Public School District                      \_\_\_\_\_ College                      \_\_\_\_\_ Charter School  
                                  \_\_\_\_\_ Public Library                      \_\_\_\_\_ Sheriff/Police Department                      \_\_\_\_\_ Fire Department  
                                  \_\_\_\_\_ 501c3 applying through local unit of government (name): \_\_\_\_\_

4. Fiscal Data: Amount Requested: \$ 5,062.64 Percent: 100 %  
 Local Leveraging: \$ 0 Percent: 0 %  
 (Match)  
 Total Budget: \$ 5,062.64 Percent: 100 %

5. Target Population numbers: X Children X Adults \_\_\_\_\_ Elders  
 \_\_\_\_\_ Total GTB member Community \_\_\_\_\_ Others  
 (Indicate the number of GTB members)

6. Counties Impacted: \_\_\_\_\_ Antrim \_\_\_\_\_ Benzie \_\_\_\_\_ Charlevoix  
 \_\_\_\_\_ Grand Traverse X Leelanau \_\_\_\_\_ Manistee

7. Brief Description (purpose of funding); include statement of need:  
The Leelanau County Office of Emergency Management is requesting funds to establish a Reunification Kit to be available to all schools in Leelanau County. All Emergency Services agencies in Leelanau County are invited quarterly to meet with school administration to discuss safety and security concerns in and around all our County schools and develop safety plans in accordance with requirements from the State of Michigan. As a result of these meetings, it was agreed that all County schools utilize the same policies and procedures for the evacuation of school buildings and grounds as well as the same policies and procedures for reuniting students with parents or guardians at an outside location.  
It is the intention of this grant application to establish a kit that can be deployed to a predetermined reunification site following an evacuation at any one of our local schools. Deployment of this kit will be the responsibility of The Leelanau County Office of Emergency Management and it will contain supplies that all schools will require to effectively and efficiently reunite students with their families following an emergency or disaster. Not all of our local schools can establish a reunification kit on their own. Creating one robust kit that can be deployed when needed will benefit every school and every student in Leelanau County.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

**Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.**

(b) Recommendation from Parent Committee:  YES  NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds?  YES  NO

If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project?

Start 8/1/2021 Completion 9/7/2021

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES  NO. If yes, please list the start and end dates and amount:

8/01/2018 - 9/4/2018 and amounts: \$8,022.08

1/2/2018 - 6/29/2018 and amounts: \$3,918.12

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

11. Is the proposed project new X or a continuation project \_\_\_\_\_?

If this is a continuation project, please explain why there is a need to continue funding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. If the previous project has been completed, did you submit your 2% report?  YES  NO.  
**The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).  
This project will assist our schools in efficiently and effectively reuniting all students with their families following an emergency or disaster.
14. How will the success of the project be assessed (evaluation plan)? Success will be measured by our ability to assist schools with their reunification plans. Continued success will be measured by utilizing this kit in functional and full-scale exercises.
15. If new staff is required, will preference be given to Native American applicants?  
 YES  NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
  - **If for June cycle, postmarked by May 31st.**
  - **If for December cycle, postmarked by November 30th.**

**Mail completed 2% applications to:**

**Attention: 2% Program  
 Grand Traverse Band of Ottawa and Chippewa Indians  
 2605 N.W. Bay Shore Drive  
 Peshawbestown, MI 49682**

**If you have any questions, please call 231-534-7601.**



**Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form**

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

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We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the \_\_\_\_\_ School District.  
(Name of school district)

_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date

Leelanau County Office of Emergency Management/9-1-1  
2% Grant Application Itemized Budget

# SCHOOL REUNIFICATION KIT

Qty	Description	List Price	Total Amount
12	ICOM Portable Radios with chargers	\$200.00	\$2,400.00
10	Signicade Deluxe A-Frame Sign	\$99.00	\$990.00
50	28" Traffic Cones with Reflective Collars	\$15.47	\$773.50
2	Pelican Cases - iM2750 Storm Travel Case	\$288.95	\$577.90
20	Condor 53YM66 High Visibility Safety Vests	\$9.91	\$198.20
24	Staples Clipboard, Legal sized	\$2.22	\$53.28
1	First Aid Only Medium First Aid Kit with Case	\$52.00	\$52.00
12	Avery Durable Standard 1" 3-ring Binders	\$1.48	\$17.76
<b>TOTAL:</b>			<b>\$5,062.64</b>

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Select One</u> Contact Person: <u>Joseph Povolo</u> Telephone No.: <u>231-256-9803</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board: <u>05/11/2021</u> <input checked="" type="checkbox"/> Regular Session: <u>05/18/2021</u>
<b>Source Selection Method</b>	VENDOR: _____  Address/ Phone: _____
<input checked="" type="checkbox"/> Negotiated  <input checked="" type="checkbox"/> Other: <u>Contract</u> Account Number (Funds to come from): _____	

Budgeted Amount: _____ \$ <u>0.00</u>	Contracted Amount: _____ \$ <u>8,200.00</u>
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<b>Document Description</b>	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Funded through 2% Allocation Award</u>

<input checked="" type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>	Request for endorsement of the Tribal Council Allocation of 2% Funds by the Leelanau Family Court in conjunction with Leelanau Christian Neighbors. The request is for \$8,200.00. If granted, the Leelanau Family Court will enter into a contract with Leelanau Christian Neighbors to provide assistance for Blessings in a Backpack which supplies food to school children.
<b>Suggested Recommendation:</b>	Allocation of 2% Funds for Leelanau Family Court to administer the funds as an addition to their budget for Blessings in a Backpack provided by Leelanau Christian Neighbors.

Department Head Approval: Marian Kowrowski Date: 4-29-21

**Tribal Council Allocation of 2% Funds  
Application Form**

**PLEASE NOTE:**

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

**\*ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN  
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle:  JUNE – New submission date, Postmarked by **MAY 31st**  
 DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**

2. Name of Applicant: 13th Judicial Court - Family Division / Leelanau Christian Neighbors  
Address: 8527 E Government Center Dr., #203  
Suttons Bay, MI 49682  
Phone #: 231-256-9803 Fax #: 231-256-9845  
Printed Name: William J. Bunek

- **Authorized Signature:** \_\_\_\_\_  
(Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)

Title: Chairman, Leelanau County Board of Commissioners  
E-mail address: cjanik@leelanau.gov

Printed Name of contact person: Mary Stanton, LCN Executive Director  
Telephone #: 231-510-0271 Fax #: \_\_\_\_\_  
E-mail address: maryhstanton@gmail.com

3. Type of Applicant: \_\_\_\_\_ Local Government  Local Court  
\_\_\_\_\_ Township \_\_\_\_\_ County Commissioner \_\_\_\_\_ Road Commission  
\_\_\_\_\_ Public School District \_\_\_\_\_ College \_\_\_\_\_ Charter School  
\_\_\_\_\_ Public Library \_\_\_\_\_ Sheriff/Police Department \_\_\_\_\_ Fire Department  
 501c3 applying through local unit of government (name): Leelanau Christian Neighbors

4. Fiscal Data: Amount Requested: \$ 8,200 Percent: 20.0 %  
 Local Leveraging: \$ 32,800 Percent: 80.0 %  
 (Match)  
 Total Budget: \$ 41,000 Percent: 100 %

5. Target Population numbers: X Children          Adults          Elders  
 (Notes) Total GTB member Community          Others  
 (Indicate the number of GTB members)

6. Counties Impacted:          Antrim          Benzie          Charlevoix  
         Grand Traverse X Leelanau          Manistee

7. Brief Description (purpose of funding); include statement of need:  
 Blessings in a Backpack became the fourth program of LCN in 2012, and since then, has been supplying bags of food at the end of each school week to an average of 200 children in Leelanau County so they won't go hungry over the weekend. Because of their family's low incomes, these children qualify for free school breakfasts and lunches, but often, when they get home, there is not much food available.

A few years ago, LCN realized that the older children were embarrassed to take the bags, but still needed extra food. LCN responded by delivering food to school officials who set up snack bars for kids to use after school. The result has been an increase to an average of 350 bags of food delivered to County schools each week which include: Glen Lake Community Schools, Lake Leelanau St. Mary School, Montessori Public School Academy, Leland Public School, Northport Public School, Suttons Bay Public Schools and Suttons Bay High School.

As this program has become even more important to Leelanau county school children, the annual budget has increased to \$41,000.

LCN is requesting 20% of this total budget, or \$8,200.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

**Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.**

(b) Recommendation from Parent Committee: \_\_\_\_\_ YES \_\_\_\_\_ NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_  
\_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds? \_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project?

Start 7/1/2021 Completion 12/31/2021

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES \_\_\_\_\_ NO. If yes, please list the start and end dates and amount:

See attached list - \_\_\_\_\_ and amounts: \_\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

11. Is the proposed project new \_\_\_\_\_ or a continuation project Yes \_\_\_\_\_?

If this is a continuation project, please explain why there is a need to continue funding:

Although this project is the continuation of programs provided by LCN in past years, the increased  
coordination with Probate Court has evolved because of increasing needs of families and their children  
which has occurred in response to the Covid -19 Pandemic and its accompanying economic challenges.

12. If the previous project has been completed, did you submit your 2% report?  YES  NO.  
**The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).  
 Gaming is seasonal and affected by the COVID -19 pandemic which has reduced employment.  
 \_\_\_\_\_  
 Many employees have families with children that require services from LCN.  
 \_\_\_\_\_
14. How will the success of the project be assessed (evaluation plan)? LCN evaluates all of its programs against the goal of having sufficient resources to assist all families that have a need. The support of Probate Court improves the delivery of LCN's services to children in Leelanau County.
15. If new staff is required, will preference be given to Native American applicants?  
 \_\_\_\_\_ YES (Notes) NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
  - **If for June cycle, postmarked by May 31st.**
  - **If for December cycle, postmarked by November 30th.**

**Mail completed 2% applications to:**

**Attention: 2% Program  
 Grand Traverse Band of Ottawa and Chippewa Indians  
 2605 N.W. Bay Shore Drive  
 Peshawbestown, MI 49682**

**If you have any questions, please call 231-534-7601.**

**Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form**

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

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We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the \_\_\_\_\_ School District.  
(Name of school district)

_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date



**Notes for Paragraph 10. Prior Leelanau Christian Neighbors Awards Through the Tribe's 2 Percent Funding Allocation:**

**Awards to Food Pantries:**

July 1, 2008 to June 30, 2009	\$10,000
Jan. 1, 2010 to Dec. 31, 2010	16,000
Jan. 1, 2011 to Dec. 31, 2011	13,000
Jan. 1, 2012 to Dec. 31, 2012	14,500
Jan. 1, 2013 to Dec. 31, 2013	25,000
Jan. 1, 2014 to Dec. 31, 2014	18,988

**Awards to Neighborhood Assistance Ministry (NAM):**

July 1, 2007 to June 30, 2008	\$10,000
July 1, 2008 to June 30, 2009	15,000
July 1, 2009 to June 30, 2010	15,000
July 1, 2010 to June 30, 2011	15,000
July 1, 2011 to June 30, 2012	15,904
July 1, 2012 to June 30, 2013	10,000
July 1, 2013 to June 30, 2014	14,871
July 1, 2014 to June 30, 2015	10,010
July 1, 2016 to June 30, 2017	10,000

**Award to Senior Assistance Portion of Neighborhood Assistance Ministry and Food Pantries:**

July 1, 2015 to June 30, 2016	\$20,000
April 1, 2017 to March 31, 2018	\$20,000

**Award to Needs of Children Portion of Food Pantries, Baby Pantry and Blessings in a Backpack:**

Jan. 1, 2016 to Dec. 31, 2016	\$22,000
July 1, 2018 to June 30, 2019	\$15,000
Jan. 1, 2020 to Dec. 31, 2020	\$15,000
Jan. 1 2021 to Dec. 31, 2021	\$20,600

**Notes for Paragraph 5. (P.2 of application)**

In 2020 over 20% of families (approximately 45 families) assisted by the Neighborhood Assistance Ministry of LCN were Native American. GTB members have recently represented 21% of families using LCN food pantries (approximately 96 families). LCN does not keep records of the ethnicity of school children benefitting from Blessings in a Backpack programs.

**Notes for Paragraph 15 (p.4 of application)**

Except for its Director and the manager of Samaritans' Closet Leelanau Christian Neighbors is an all volunteer organization and it welcomes Native American Volunteers.

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Select One</u> Contact Person: <u>Joseph Povolo</u> Telephone No.: <u>231-256-9803</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>05/11/2021</u> <input checked="" type="checkbox"/> Regular Session: <u>05/18/2021</u>
<b>Source Selection Method</b>	VENDOR: _____  Address/ Phone: _____
<input checked="" type="checkbox"/> Negotiated  <input checked="" type="checkbox"/> Other: <u>Contract</u> Account Number (Funds to come from): _____	

Budgeted Amount: _____ \$ <u>0.00</u>	Contracted Amount: _____ \$ <u>22,039.00</u>
---------------------------------------	--

<b>Document Description</b>	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Funded through 2% Allocation Award</u>

<input checked="" type="checkbox"/>	<b>Request to Waive Board Policy on Bid Requirements</b>  Request for endorsement of the Tribal Council Allocation of 2% Funds by the Leelanau Family Court in conjunction with LIFT Teen Center, part of the Friendship Center in Suttons Bay. The request is for \$22,039.00. If granted, the Leelanau Family Court will enter into a contract with The purpose of this project is to renovate and refurbish the meeting space used by LIFT's youth programs. The purpose of this project is to renovate and refurbish the meeting space used by LIFT's youth programs.
<b>Suggested Recommendation:</b>	Allocation of 2% Funds for Leelanau Family Court to administer the funds as an addition to their budget for LIFT's renovation and refurbishment of meeting space used for youth programs.

Department Head Approval: Marian Komrowski Date: 4-29-21

**Tribal Council Allocation of 2% Funds  
Application Form**

**PLEASE NOTE:**

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

**\*ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN  
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle:  JUNE – New submission date, Postmarked by **MAY 31st**  
 DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**

2. Name of Applicant: 13th Judicial Court - Family Division / LIFT Teen Center  
 Address: 8527 E Government Center Dr., #203  
Suttons Bay, MI 49682  
 Phone #: 231-256-9803 Fax #: 231-256-9845  
 Printed Name: William J. Bunek

- **Authorized Signature:** \_\_\_\_\_  
 (Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)

Title: Chairman, Leelanau County Board of Commissioners  
 E-mail address: cjanik@leelanau.gov

Printed Name of contact person: Rebekah TenBrink, Director  
 Telephone #: 616-405-0006 Fax #: \_\_\_\_\_  
 E-mail address: liftyouthsb@gmail.com

3. Type of Applicant: \_\_\_\_\_ Local Government  Local Court  
 \_\_\_\_\_ Township \_\_\_\_\_ County Commissioner \_\_\_\_\_ Road Commission  
 \_\_\_\_\_ Public School District \_\_\_\_\_ College \_\_\_\_\_ Charter School  
 \_\_\_\_\_ Public Library \_\_\_\_\_ Sheriff/Police Department \_\_\_\_\_ Fire Department  
 501c3 applying through local unit of government (name): Leelanau Investing For Teens





## Statement of Need and Purpose of Funding

The Friendship Community Center (FCC) located on Broadway Street in Suttons Bay, and the LIFT Teen Center provide a gathering space that enriches and strengthens multigenerational and multicultural relationships among our diverse populations in Leelanau County.

The FCC provides physical infrastructure that supports accessible community engagement for learning, and enrichment activities that support the development of life skills and relationships for residents of Leelanau County. Established in 2017, the LIFT Teen Center serves the social and developmental needs of Leelanau County to include the Grand Traverse Band of Ottawa Chippewa Indian Tribe (GTB) youth populations. The teens served by LIFT are ages 13 - 17 years and attend Suttons Bay Public Schools. While LIFT's student population is diverse in age and culture, **50%** of our student population are members of the GTB community, and the others are made up of our local migrant population which is the backbone of Leelanau County's cherry growers and farming industry.

Since its inception in 2017, LIFT has reached over **one hundred** teens at Suttons Bay Schools and has expanded both its in-school and after-school program to include a service-learning component and separate sessions for both middle school and high school students. The LIFT program supports our students in their development of social and emotional skills to prepare them for adulthood and future responsibilities in the workplace.

In 2020, with funding from the LIFT Annual Trivia Night, LIFT purchased a bus to reduce transportation barriers for students participating in the after-school programs. During the COVID-19 pandemic, LIFT staff delivered meal and learning materials to our teens, and safely transported them to and from the FCC.

## Purpose of Funding

The purpose of this project is to renovate and refurbish the meeting space used by LIFT's youth programs.

The FCC building has been home to both the FCC and LIFT organizations for 33 years and 4 years, respectively. As the demand for LIFT services increases, we have identified substantial structural repairs needed in order to keep our facilities a safe and healthy space to support our youth and adolescent populations. One of the major issues identified is the need to address mold prevention, mold remediation, and waterproofing of the basement of the FCC facility and LIFT meeting space. Enclosed is the budget for water and mold remediation and prevention, removal and replacement of wall coverings, and replacement of donated/used and worn furniture items that have supported the non-profit youth organization since 2017.



**Budget**

<b>Item</b>	<b>Cost</b>
Basement Waterproofing	\$9,900
Materials for Replacement of Wall Paneling	\$3,139
Installation of Wall Paneling	\$4,000
Furniture	\$5,000
<b>Total</b>	<b>\$22,039</b>

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

**Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.**

(b) Recommendation from Parent Committee:  YES  NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds?  YES  NO

If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project?

Start Aug 30, 2021 Completion October 1, 2021

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES  NO. If yes, please list the start and end dates and amount:

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

11. Is the proposed project new Yes or a continuation project \_\_\_\_\_?

If this is a continuation project, please explain why there is a need to continue funding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. If the previous project has been completed, did you submit your 2% report?  YES  NO.  
**The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).  
The LIFT mission supports the social and emotional development of our tribal youth and other populations, to complete high school education requirements and prepare for the workforce.

14. How will the success of the project be assessed (evaluation plan)? \_\_\_\_\_  
Installation of drain-tile and vapor loc on walls, installation of sump pump system, and installation of dehumidifier and replacement of wall coverings and aged (donated) furniture items.

15. If new staff is required, will preference be given to Native American applicants?  
 YES  NO

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
  - If for June cycle, postmarked by May 31st.
  - If for December cycle, postmarked by November 30th.

**Mail completed 2% applications to:**

**Attention: 2% Program  
Grand Traverse Band of Ottawa and Chippewa Indians  
2605 N.W. Bay Shore Drive  
Peshawbestown, MI 49682**

**If you have any questions, please call 231-534-7601.**



**Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form**

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

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We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the \_\_\_\_\_ School District.  
(Name of school district)

_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Parks &amp; Recreation</u> Contact Person: <u>Dave Barrons</u> Telephone No.: <u>231-590-2295</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board Session  05/11/2021
<b>Source Selection Method</b> <input checked="" type="checkbox"/> Quotation <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	<b>VENDOR:</b> <u>YouthWorks / C&amp;FS</u>  Address/ Phone: _____

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

<b>Document Description</b>
<input checked="" type="checkbox"/> Board/Committee Recommendation <input type="checkbox"/> Other _____

<input type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>
<p>The Parks and Recreation Commission continues to work towards its goal of eradicating invasive species within the County park system.</p> <p>As part of that goal, the Commission recommended for approval the Grand Traverse Band of Ottawa and Chippewa Indians 2% Allocation application from Bill Watson, director of YouthWorks, of the Child and Family Services agency (see attached).</p> <p>The application proposes no match from the County, but rather from other sources of funding.</p>
<p><b>Suggested Recommendation:</b> I move to recommend to the County Board of Commissioners approval of the Grand Traverse Band 2% Allocation application from the County Parks and Recreation Commission on behalf of the Child and Family Services for invasive species eradication at Veronica Valley County Park, in the amount of \$22,00.00.</p>

Department Head Approval: \_\_\_\_\_ Date: 05/04/2021





The Leelanau County Parks and Recreation Department acquired Veronica Valley Park in December 2008 from a Michigan Natural Resources Trust Fund grant award, with the help from Rotary Charities and Leelanau County. This parcel is located in Bingham Township at the junction of Maple Valley Road and County Road 641, approximately four (4) miles southwest of Suttons Bay and four (4) miles south of the Village of Lake Leelanau in the east central area of the County. The Park is approximately one-half mile from Lake Leelanau and 12 miles from the City of Traverse City.

The Veronica Valley Park property was formerly a family operated, nine-hole golf course not in use for several years. The site is characterized by gently rolling hills, open space, wetlands, and forested wetlands that include dense stands of white cedar. The property has three bridges and six ponds. Mebert Creek, a designated trout stream, also winds approximately 2,268 feet through the site. The forested and agrarian views will make this site a peaceful retreat for the passive recreation user.

The Leelanau County Parks and Recreation requests funds from the Grand Traverse Band to support park improvements at Veronica Valley, including the removal of invasive autumn olive, spotted knapweed, and glossy buckthorn. YouthWork Conservation Corps will partner with City Girls Farm to utilize a small goat herd to perform Conservation Browsing. Conservation browsing places goats in small mobile paddocks using electrified fencing to contain them. Goats are natural browsers and not grazers, and they actually prefer to eat at those species eye level and then move down. Preferred species include – autumn olive, spotted knapweed, poison ivy/oak, multiflora rose, honeysuckle, buckthorn, wild grape, gooseberry, chicory, red clover, and ragweed. In addition, YouthWork will continue cut stump and herbicide treatment of invasive species in areas that are not appropriate for goat browsing.

Autumn olive can produce up to 200,000 seeds each year, and can spread over a variety of habitats as its nitrogen-fixing root nodules allows the plant to grow in even the most unfavorable soils. Autumn olive also impacts song birds that eat the berries and do not receive the nutrition they need in-order to migrate south in fall and winter. Buckthorn has a shallow root system that outcompetes native plants for moisture and nutrients, while contributing to erosion and ecological imbalance. Its leafy crown deprives other plants of sunlight and serves as a host for rust fungus and soybean aphids that impact other plants. In addition to this buckthorn releases Emodin into waterways, a poisonous chemical compound produced by the leaves, fruit, and bark of invasive buckthorn, peaks with the breeding activities of several early-breeding Midwestern amphibian species and naturally poisons soil and water for developing frogs and salamanders, as well as many plants. Buckthorn does not provide safe nesting habitat or ample migratory food for warblers, gnatcatchers, or vireos. Unlike native nut or berry trees, shrubs, or vines, buckthorn clings to berries that most animals do not like to consume. Leelanau County Parks and Rec will partner with the YouthWork Conservation Corps to provide crews who will work at Veronica Valley for period of four weeks in the summer of 2020.

Based on FDR's Depression-era New Deal Civilian Conservation Corps, Child and Family Services' (CFS) YouthWork Program (YW) provides direct access for an underserved and diverse population of young people, especially targeting those who are low-income or disadvantaged youth. These youth are defined as living in a community of persistent poverty, or being in the foster care system, developmentally disabled or delayed, academically at-risk, returning veterans, or having documented behavioral issues such as court involvement. Disadvantaged youth in Michigan struggle to attain educational goals, are too often involved in the juvenile justice and child welfare systems, have limited access to physical and mental health care, abuse substances at high levels, and die by suicide at alarming rates.

The youth served by CFS and our partners are more vulnerable to bullying, mental health challenges, homelessness, conflict, and stress from peer pressures and academic expectations. Family stresses and instability only compounds these vulnerabilities. In our state, and in northern Michigan in particular, there is a critical lack of services available to help this population reach self-sufficiency and maintain a healthy lifestyle. The rural isolation of much of our service area further limits access to the helping resources that are available. When job training, service opportunities, mentorship, and independent living skills education is available to our teens, their chances for success in school and beyond are dramatically improved.

The youth in our state need help achieving self-sufficiency and economic stability. 481,421 children and adolescents under age 17 (or 22%) live below the poverty threshold in our state. In 2016, 65% of Michigan youth ages 16-19 were unemployed or not in the labor force. Nearly half (45.8%) of the students in our state are eligible for free or reduced lunch (families' income below 185% of poverty level). Our regional McKinney-Vento Consortium counted 1,097 homeless students in the five-county area surrounding our Traverse City office last year (Antrim, Benzie, Grand Traverse, Manistee, Kalkaska, and Leelanau Counties). When our teens are forced into survival mode – figuring out where they will sleep, what they will eat, and how they will meet their basic needs – as many of our youth do, it isn't possible for them to fully concentrate on their studies or future goals.

Many youths we serve are dealing with family instability or dysfunctional family units, which often involve domestic violence and abuse. More than 745,000 Michigan children ages 0-17 (about one-third) live in a one-parent household. 248,401 children in Michigan live with families where an investigation of alleged child abuse or neglect occurred in 2016 and more than 39,000 cases were confirmed. Approximately 12,000 children were in foster care in Michigan in 2015 after being removed from their homes due to abuse or neglect, and 1,680 (14%) were youth ages 16-20 (Data Center Kids Count).

Our youth also struggle with mental health challenges and need help staying safe from suicide. Nearly 422,000 children in Michigan have one or more emotional, behavioral, or developmental condition (Data Center Kids Count). The 2015 Youth Risk Behavior Survey shows that 31.7% of our students felt so sad or hopeless almost every day for two or more weeks in a row that they stopped doing some usual activities, almost 15% seriously considered suicide, 11.9% made a plan to take their own life, and 9.2% actually attempted suicide ([www.cdc.gov/healthyyouth/data/yrbs/pdf/2015/ss6506\\_updated.pdf](http://www.cdc.gov/healthyyouth/data/yrbs/pdf/2015/ss6506_updated.pdf)).

YouthWork will create jobs for young adults that will help them: gain an appreciation for their community and the natural world; learn important, lifelong job and independent living skills; bond with other youth and caring adults; and earn a paycheck and educational awards, all in a socially and emotionally supportive environment. Our youth will build their skill level and strengths, and will improve their level of self-efficacy, self-esteem, and sense of community as they realize that their work will have a lasting benefit for their communities - from planting trees to building boardwalks in sensitive areas, from wildlife conservation to helping preserve historic buildings. YouthWork members will be organized into consistent teams of 3-6 youth supervised by a qualified, adult Team Leader. The program will utilize a model that includes an opportunity for youth to have a voice in the planning, implementation, and evaluation of projects – successfully fusing action, education, evaluation, and reflection.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

**Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.**

(b) Recommendation from Parent Committee: \_\_\_\_\_ YES \_\_\_\_\_ NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds? \_\_\_\_\_ YES \_\_\_\_\_ NO  
If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project?

Start 6/1/2021 Completion 12/31/2021

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

X YES \_\_\_\_\_ NO. If yes, please list the start and end dates and amount:

June 2020 - September 2020 and amounts: \$12,000

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

11. Is the proposed project new X or a continuation project X?

If this is a continuation project, please explain why there is a need to continue funding:

This project continues the work YouthWork began in 2020, but will be a new component utilizing goats for conservation browsing.

12. If the previous project has been completed, did you submit your 2% report?  YES  NO.  
**The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).  
See attached Gaming Impact document

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14. How will the success of the project be assessed (evaluation plan)?

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15. If new staff is required, will preference be given to Native American applicants?  
 YES  NO

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
  - **If for June cycle, postmarked by May 31st.**
  - **If for December cycle, postmarked by November 30th.**

**Mail completed 2% applications to:**

**Attention: 2% Program  
Grand Traverse Band of Ottawa and Chippewa Indians  
2605 N.W. Bay Shore Drive  
Peshawbestown, MI 49682**

**If you have any questions, please call 231-534-7601.**



Gaming in the Grand Traverse region impacts the demand for services to vulnerable youth in two major ways. First, casinos and gaming increase tourism and employment opportunities, which contributes significantly to the steady population increase we have experienced over the past decade. The Native American population is also growing, likely initiated by the construction of additional housing for Grand Traverse Band members and casino employees, and the increased availability of jobs in the area. With more families and individuals visiting, living, and working in our community, there is a natural and corresponding increase in the need for services which support our youth.

For a certain part of the growing population, gaming can become a problem behavior. A 2013 study in Michigan found that 3,917 adults in the six-county region struggle with a gaming addiction (MI Department of Community Health). Some complications of pathological gambling include: drug or alcohol abuse; depression; anxiety; financial, social, and legal problems; heart attacks from the stress and excitement of gaming; and suicide attempts (National Institutes of Health). Getting the right treatment can help prevent and/or treat many of these complications.

The activities completed by YWCC have proved to teach youth important values and help them develop positive personality, behavioral, and emotional characteristics (Waters and Bortree, Building a better workplace for teen volunteers through inclusive behaviors, 2010).

Volunteering and providing valuable community services has a positive impact on youth and young adults. Youth who volunteer at least one hour each week are 50% less likely to abuse alcohol, smoke cigarettes, become pregnant, or engage in other adverse behaviors. Teens say they learn respect, kindness, a better understanding of people who are different, and patience from volunteering. Youth who volunteer are also more likely to do well in school, to graduate, and to vote. These youth are also more likely to volunteer, to have a stronger work ethic, and to give to charitable causes as adults when compared to their peers who do not volunteer (University of Nevada, Young Volunteers: The Benefits of Community Service, [www.unce.unr.edu/publications/files/cd/2003/fs0323.pdf](http://www.unce.unr.edu/publications/files/cd/2003/fs0323.pdf) ).

**Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form**

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

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We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the \_\_\_\_\_ School District.  
(Name of school district)

_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
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# EXECUTIVE DOCUMENT SUMMARY

Department: Board of Commissioners Contact Person: <u>Soutas-Little/Rushton</u> Telephone No.: _____	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  05/11/2021
<b>Source Selection Method</b>	VENDOR: <u>Lake Leelanau Lake Ass'n.</u>  Address/ Phone: _____
<input type="checkbox"/> Select One  <input checked="" type="checkbox"/> Other: <u>Donation</u> Account Number (Funds to come from): <u>n/a</u>	

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

<b>Document Description</b>
<input checked="" type="checkbox"/> Board/Committee Recommendation <input checked="" type="checkbox"/> Other <u>Bench/Plaque Donation, VVP</u>

<input type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>  The Building & Grounds Committee of the County Board of Commissioners met to review the recommendation from the Parks and Recreation Commission to approve a donation from the Lake Leelanau Lake Association in memory of former member Pete Taylor, who was also a member of the Association's Kids' Fishing Day subcommittee.  The proposed donation is a bench with accompanying plaque to be sited at the pond at Veronica Valley County Park, which hosts this annual event. (Photos are attached).  The following recommendation was passed by the Committee -  <p style="margin-left: 20px;"><b><i>Motion by Rushton to recommend to the Leelanau County Board of Commissioners that the bench and plaque donation request be approved, with the size of the bench, size of the brass plaque, the final wording of the plaque, the location of the bench, the type of bench composite/material, and the responsibility for maintenance for the full Board of Commissioners' consideration. Seconded by Soutas-Little.</i></b></p> <p style="margin-left: 20px;"><b><i>Discussion...</i></b></p> <p style="margin-left: 20px;"><b>Ayes - 2 (Rushton, Soutas-Little)</b></p> <p style="margin-left: 20px;"><b>No - 0</b></p> <p style="text-align: right; margin-right: 20px;"><b>Recommendation Passes.</b></p>  <p><i>Suggested Recommendation:</i>      See above.</p>
--

Department Head Approval:  Date: 05/04/2021

## Laurel Evans

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**Subject:** FW: bench details

Thanks Dave for the info. I appreciate your efforts and leadership on this issue.

Scott- please provide Laurel a photo and/or map of the recommended location of the bench.

Chet  
Chet Janik  
Leelanau County Administrator  
8527 E Government Center Dr.  
Suite 101  
Suttons Bay, MI 49682  
231-256-8100  
Please note new email address:  
cjanik@leelanau.gov

This email, including any attachments, is intended only for use by the addressee(s) herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this email, you are hereby notified any dissemination, distribution or copying of any part of this email is strictly prohibited; please contact the sender and permanently delete the original and any copies of it.

-----Original Message-----

From: David Barrons <davebarrons@gmail.com>  
Sent: Tuesday, April 27, 2021 8:24 AM  
To: Chet Janik <cjanik@leelanau.gov>  
Subject: bench details

Chet,

Here are the details requested at the Building and Grounds committee meeting:

Language on the plaque:

"In Honor of Pete Taylor  
The Father of Kid's Fishing Day"

Bench will be 6 or 8 feet long.... undetermined as yet

Tubular frame .... preferred by Scott Bradley

Seat and back material ..... laminate/composite ..... non-wood

I asked Scott to provide you with a picture from his catalog.

Thanks much,  
Dave



5/4/21

SUGGESTED MOTION;

RECOMMEND TO THE BOARD OF COMMISSIONERS TO APPROVE THE PRAYER RESOLUTION AND TO SEND THE SAME TO CORPORATE COUNCIL FOR LEGAL REVIEW..

New Draft 5/4/2021  
Compromise Plan

Prayer by Clergy  
(Prayer by Commissioners if Clergy do not show)

**POLICY REGARDING OPENING PRAYERS  
BEFORE MEETINGS OF THE LEELANAU COUNTY BOARD OF COMMISSIONERS**

**WHEREAS**, the Leelanau County Board of Commissioners (“the Board”) is an elected legislative and deliberative public body, serving the citizens of Leelanau County, Michigan; and

**WHEREAS**, the Board seeks to establish a practice by allowing for an opening prayer before each Board meeting; and

**WHEREAS**, the U.S. Supreme Court has provided guidance for legislative and deliberative public bodies who desire to allow for prayer at their proceedings; and

**WHEREAS**, the Board desires to adopt a policy that makes clear that the prayer shall not proselytize or advance any particular faith, that no invocation shall denigrate nonbelievers or religious minorities, threaten damnation, or preach conversion, show any purposeful preference of one religious view to the exclusion of others, or exclude or coerce non-believers.

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby adopts the following policy regarding opening prayers before meetings of the Board:

1. The policy shall replace any prior practice of the Board concerning opening invocations before the meetings of the Board.
2. The Board shall allow clergy members of Leelanau County to voluntarily provide a prayer before the proceedings of the Board. It is the policy of the Board to allow a prayer or a reflective moment of silence to be offered before its meetings.
3. No member or employee of the Board or any other person in attendance at the meeting shall be required to participate in any prayer that it is offered.
4. The prayer shall be voluntarily delivered by an eligible member of the clergy in Leelanau County. To ensure that such person (the “invocation speaker”) is selected from among a wide pool of the County’s clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:
  - a. The Clerk and/or County Administrator shall compile and maintain a database (the “Congregations List”) of the religious congregations with an established presence in Leelanau County. All religious congregations with

an established presence in Leelanau County are eligible to be included in the Congregations List, and any such congregation can confirm its inclusion by specific written request to the Clerk.

- c. The policy shall be applied in a non-discriminatory manner. The Congregations List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all of the community’s religious leaders, who may themselves choose whether to respond to the Board’s invitation and participate. Should a question arise as to the authenticity of a religious congregation, the Clerk shall refer to criteria used by the Internal Revenue Service in its determination of those religious organizations that would legitimately qualify for I.R.C. § 501 (c)(3) tax-exempt status.
- d. The Congregations List may also include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies located within Leelanau County.
- e. The Congregations List shall be updated, by reasonable efforts of the Clerk, in November of each calendar year.
- f. On or about December 1<sup>st</sup> of each calendar year thereafter, the Clerk shall mail an invitation addressed to the “religious leader” of each congregation listed on the Congregations List, as well as to the individual chaplains included on the Congregations List.
- g. The invitation shall be dated and signed by the Chair of the Board, and read as follows:

*Dear religious leader,*

*The Leelanau County Board of Commissioners has a policy to invite members of the clergy in Leelanau County to voluntarily offer a prayer before the beginning of its Board meetings. As the leader of one of the religious congregations with an established presence in the local community, or in your capacity as a chaplain for one of the local fire departments or law enforcement agencies, you are invited to provide this important service at an upcoming meeting of the Board.*

*If you are willing to assist the Board in this regard, please send a written reply at your earliest convenience to the County Clerk at the address included on this letterhead. Clergy are scheduled on a first-come, first-served basis. The draft dates of the Board’s scheduled meetings for the upcoming year are listed on the following, attached page. If you have a preference among the dates, please state that request in your written reply.*

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Commented [LE1]: Board meetings are not set until the Organizational session each January; proposed addition of “draft” before dates, per wjb

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*This opportunity is voluntary, and you are free to offer the prayer according to the dictates of your own conscience. However, please do not exceed more than three (3) minutes. To maintain a spirit of respect for all, the Board requires that the opportunity not be exploited as an effort to convert others to the particular faith of the invocation speaker, nor to disparage any faith or belief different than that of the invocation speaker.*

*On behalf of the Leelanau County Board of Commissioners I thank you in advance for considering this invitation.*

5. Respondents to the invitation shall be scheduled on a first-come, first-served, rotating basis.
6. No speaker shall receive compensation for his or her service.
7. The purpose of the prayer is to lend gravity to the meeting in a solemn and respectful tone. The prayer shall not exceed three (3) minutes in length.
8. The Board and the staff shall not engage in any prior inquiry, review of, or involvement in, the content of any prayer.
9. The Chairperson of the Board or any Board member designated by the Chairperson shall introduce the invocation speaker and invite only those who wish to show respect for the traditional observances to bow their heads.
- ~~10. Should the volunteer prayer designate fail to show, a Commissioner shall be selected by the Board chair on a rotating voluntary basis to give the prayer.~~
- ~~11. This policy shall not be implemented or construed in any way, to affiliate the Board with, nor express the Board's preference for, any faith or religious denomination. Rather, this policy is intended to acknowledge and express the Board's respect for the diversity of religious denomination and faiths represented and practiced among the citizens of Leelanau County.~~
- ~~12. If any provision of this Resolution or the application thereof is held invalid, such invalidity shall not affect other provisions or application of this Resolution which can be given effect without the invalid provision or application, and to this end, the provisions of this Resolution are hereby declared severable.~~

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that this policy shall become effective immediately upon adoption by the Leelanau County Board of Commissioners.

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Prayer by Clergy Selected by Board Members

**POLICY REGARDING OPENING PRAYERS  
BEFORE MEETINGS OF THE LEELANAU COUNTY BOARD OF COMMISSIONERS**

**WHEREAS**, the Leelanau County Board of Commissioners (“the Board”) is an elected legislative and deliberative public body, serving the citizens of Leelanau County, Michigan; and

**WHEREAS**, the Board seeks to establish a practice by allowing for an opening prayer before each Board meeting; and

**WHEREAS**, the U.S. Supreme Court has provided guidance for legislative and deliberative public bodies who desire to allow for prayer at their proceedings; and

**WHEREAS**, the Board desires to adopt a policy that makes clear that the prayer shall not proselytize or advance any particular faith, that no invocation shall denigrate nonbelievers or religious minorities, threaten damnation, or preach conversion, show any purposeful preference of one religious view to the exclusion of others, or exclude or coerce non-believers.

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby adopts the following policy regarding opening prayers before meetings of the Board to be delivered by clergy selected by different Commissioners each month;

1. The policy shall replace any prior practice of the Board concerning opening invocations before the meetings of the Board.
2. The Board shall allow for a prayer by a clergy selected by a different Commissioner each month.
3. No member or employee of the Board or any other person in attendance at the meeting shall be required to participate in any prayer that it is offered.
4. The purpose of the prayer is to lend gravity to the meeting in a solemn and respectful tone. The prayer shall not exceed three (3) minutes in length.
5. The Chairperson of the Board shall select a different Commissioner each month who shall select a clergy to give the prayer and invite only those who wish to show respect for the traditional observances and/or the Board to stand.
10. This policy shall not be implemented or construed in any way, to affiliate the Board with, nor express the Board’s preference for, any faith or religious denomination. Rather, this policy is intended to acknowledge and express the Board’s respect for the diversity of religious denomination and faiths represented and practiced among the citizens of Leelanau County.

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**Deleted:** clergy members of Leelanau County to voluntarily provide a prayer before the proceedings of the Board. It is the policy of the Board to allow a prayer or a reflective moment of silence to be offered before its meetings....

**Deleted:** shall be voluntarily delivered by an eligible member of the clergy in Leelanau County. To ensure that such person (the “invocation speaker”) is selected from among a wide pool of the County’s clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:is to lend gravity to

**Deleted:** ¶  
a. The Clerk and/or County Administrator shall compile and maintain a database (the “Congregations List”) of the religious congregations with an established presence in Leelanau County. All religious congregations with an established presence in Leelanau County are eligible to be included in the Congregations List, and any such congregation can confirm its inclusion by specific written request to the Clerk. ¶

c. The policy shall be applied in a non-discriminatory manner. The Congregations List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all of the community’s religious leaders, who may themselves choose whether to respond to the Board’s invitation and participate. Should a question arise as to the authenticity of a religious congregation, the Clerk shall refer to criteria used by the Internal Revenue Service in its determination of those religious organizations that would legitimately qualify for I.R.C. § 501 (c)(3) tax-exempt status. ¶

d. The Congregations List may also include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies located within Leelanau County. ¶

e. The Congregations List shall be updated, by reasonable efforts of the Clerk, in November of each calendar year. ¶

f. On or about December 1<sup>st</sup> of each calendar year thereafter, the Clerk shall mail an invitation addressed to the “religious leader” of each congregation listed on the Congregations List, as well as to the individual chaplains included on the Congregations List. ¶

g. The invitation shall be dated and signed by the Chair of the Board, and read as follows: ¶

Dear religious leader, ¶

The Leelanau County Board of Commissioners has a policy to invite members of the clergy in Leelanau County to voluntarily offer a prayer before the beginning of its Board meetings. As the leader of one of the religious congregations with an established presence in the local community, or in your capacity as a chaplain for one of the local fire departments or law enforcement agencies, you are invited to provide this important service at an upcoming meeting of the Board. ¶

If you are willing to assist the Board in this regard, please send a written reply at your earliest convenience to the County Clerk at the address included on this letterhead. Clergy are scheduled on a first-come, first-serve basis. The dates of the Board’s scheduled meetings for the upcoming year are listed on the following, attached page. ...

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**Deleted:** or any Board member designated by the Chairperson shall introduce the invocation speaker...

11. If any provision of this Resolution or the application thereof is held invalid, such invalidity shall not affect other provisions or application of this Resolution which can be given effect without the invalid provision or application, and to this end, the provisions of this Resolution are hereby declared severable.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that this policy shall become effective immediately upon adoption by the Board.

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## Poverty in Paradise: Invisible Leelanau 2021<sup>1</sup>

*“On the shores of two Great Lakes, two Michigans are pulling away from one another. For one, graceful summer homes rise on waterfronts, equipped with boats, tubes and toys. For the other, life is lived in trailers on back roads, or small houses tucked into the woods. One comes north in May and enjoys a summer of festivals, fun and restaurant dining. The other Michigan lives here year-round and waits tables or changes hotel beds. One is, like the state at large, recovering from the recession and building wealth. The other slips deeper into, or closer to, poverty.”*  
(Bridge Magazine, 2015)

Leelanau residents are fortunate. We have a strong sense of community, outstanding natural resources, rich agricultural land, vibrant townships and villages and good schools. We also have many faith-based organizations, committed volunteers, wonderful arts and historical associations, successful businesses and a number of effective service organizations and non-profits. Indeed, we live in a county that is the envy of many. But, despite our many assets, available reports about our county provide unsettling evidence of significant challenges that must be addressed if all of our residents are going to be able to realize the many advantages of Leelanau County. Evidence of need and challenges are highlighted in the following 13 indicators:

### 1. Served by MI Department of Health and Human Services (MDHHS)

2,983 Leelanau County residents receive services from one or more Department of Health & Human Services programs -- Family Independence Program, Food Assistance Program, State Disability Assistance Program, Child Development & Care, Medicaid Eligible, Healthy Michigan. (MDHHS Green Book, 10/2020)

### 2. Living in poverty

The United States Census Bureau uses a set of income thresholds that vary by family size and composition to determine who is in poverty. If a family’s total income is less than the family’s threshold, than family that is living in poverty. Seven (7)% of Leelanau County children under the age of 18 are living below the poverty level. 14.4% or 199 young adults (ages 18-24) are living in poverty. 18.6% of single parent families in the county are living in poverty. 7.1% (1,541) of the total population is living in poverty. (Michigan League for Public Policy, 2020)

### 3. Food assistance

345 Leelanau students have been identified to participate in the Leelanau Christian Neighbors’ ‘Blessings-in-a Backpack Program’ in order to avoid going hungry on weekends [Glen Lake 71, Leland 70, Montessori 6, Northport 74, St. Mary 18, Suttons Bay 106]. (Verification by M. Stanton, LCN, 12/2020)

### 4. Food insecurity

Food insecurity refers to the US Department of Agriculture measurement of a lack of access to enough food for an active, healthy life for all members of a given household. 56% of

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<sup>1</sup> Data included here was compiled in 2020 but some of the most recent statistics included in the 2020 reports are from prior year data sources. MDHHS Green Book (2020); The Annie E. Casey Foundation KIDS’ Count Report (2020); Networks Northwest Housing Reports (2018); Housing North (2020); Leelanau County Senior Services Update; United Way of NW Michigan ALICE Report (2019); Bridge Magazine, Leelanau Ticker, &M-Live. **Data collected from various sources and included in an essay with Beth Verhay to be published in the Leelanau Township Collection, 2021 (Douglas Whitley, Editor).**

Northport's 2020 student population (57 students) has been directly certified for the Supplemental Nutrition Assistance Program [SNAP].<sup>1</sup> 9.5% (340) of our county's children (0 - 17) have been identified as 'Food Insecure.' 42.9% of Leelanau County's students were identified for Free or Reduced Lunch in 2019. (*Kids' Count 2020*)

## 5. Child support

13.9% (536) Leelanau County children ages 0 – 19 have a parent with unpaid court-ordered child support; of those, one-third receive less than 70% of their court-ordered child support and 6% (32) children are living in homes where none of the Child support is received. (*Michigan League for Public Policy, 2020 & MI Department of Health & Human Services, 2020*)

## 6. Childcare expense

All children must have access to high-quality early childhood quality care. Early childhood care is a significant factor in a child's social development, school readiness, future success in school and success in life. The average cost of full-time childcare per month per child for Leelanau families is 38.8% of the full-time minimum wage. (*Early Childhood Investment Corporation, 2020*).

Michigan's average annual cost for childcare is \$10,870 (infant), \$10,374 (toddler) and \$8,959 for a 4-year-old.<sup>2</sup> Quality childcare/preschool is unavailable to the large number of families caught in the middle between qualifying for federal/state assistance programs and being able to pay the high cost of care themselves. (*Michigan 2020 State Fact Sheet, Great Start to Quality, 2020*). Infant childcare is more expensive than the net cost of college at some public universities. (*Bridge Magazine, 2018*)

## 7. ALICE households

ALICE (Asset Limited, Income Constrained, Employed, but earning less than the basic cost of living) is a metric used by United Way to estimate the number of households earning above the federal poverty level but not enough to afford a bare-bones household budget. 26% of the households in Leelanau County have been identified as 'ALICE households;' 7% have been identified as 'Poverty' households. (*United Way ALICE Report, 2019*)

## 8. Prenatal care

30.3% (50) of county births are deemed to have less than 'Adequate Prenatal Care.'<sup>3</sup> (*Michigan League for Public Policy, 2020*)

## 9. Academic achievement gaps

County schools, like the rest of the schools in the region/state/nation, continue to experience significant achievement gaps for low-income students and face the challenges associated with lack of preparation/readiness for school. 57.4% (66) of county third grade students were 'not proficient' in English Language Arts (M-STEP testing). 66.1% (82) students tested 'not proficient' on the 8th grade M-STEP assessment. 58.9% (83) of our county's 11<sup>th</sup> graders failed to meet the benchmark for 'college-ready' as identified by state-mandated testing. (*Michigan League for Public Policy, 2020*)

## 10. Child abuse & neglect

Like all of our neighboring counties, we know that families have problems with drugs, alcohol, child abuse/neglect, hunger, suicide, loneliness, domestic violence, mental health and access to related supportive services. 235 investigations of child abuse/neglect were reported for Leelanau County in 2019; 39 cases were confirmed. (Revised numbers reported by MDHHS Child Protective Services 3/19/20. *Michigan League for Public Policy, 2020*)

## 11. Seniors' finances

Although the percentage of seniors in Leelanau County living in poverty is lower than the overall poverty rate, the 2nd largest population demographic living in poverty is females age 75 and older. (7.77 % females 75+; 3.51 % of females 65 – 74; 3.21 males 65 – 74, and 2.69% males over 75. Seniors. (Data USA: Leelanau County Mi. <https://datausa.io/profile/geo/leelanau-county-mi>.<sup>iv</sup>

## 12. Housing instability

Although no 2020 data is available, in 2016 the percentage of students experiencing homelessness (instability with consistent housing) were as follows: Glen Lake 6%, Leland 4%, Northport 13%, and Suttons Bay 16%. (*Michigan News*, 4/2018).

'Homelessness' in Northwest Michigan is a complicated issue as described in a 1/22/2021 *Leelanau Ticker* column for two key reasons: (1) Leelanau County 'homeless individuals and families' are often displaced to Grand Traverse County because there is a lack of services and support within our County and (2) Leelanau homeless numbers are included in the Northwest Michigan Coalition to End Homelessness numbers. 2019 numbers for the Coalition's 10-county area include 182 individuals labeled as 'chronically homeless' with a 'literally homeless' count of 988. Homeless in Leelanau include those numbers included within the Coalition's numbers plus those Leelanau families living in unstable homes with extended families because of foreclosure, eviction and high cost of housing in Leelanau County. (*Leelanau Ticker*, 1/22/2021)

Although exact homeless number of Leelanau homeless are not available, Leelanau County's ALICE households and those families living in poverty (33% of the County's households) are certainly living in homeless, near-homeless and unstable and/or risky housing arrangements.

## 13. Affordable housing

The county's household median income and housing values are mismatched with the average home priced at values beyond the affordability of the average household. Leelanau County's ratio of average home price to median income is 5.4 (more than two times the recommended ratio of 2.6) and is the highest in Northwest Michigan. The median home value is \$281,979. The median county family income is \$57,144.00, with the median monthly mortgage payment of \$1,140. A Wall Street report labeled Leelanau County "Michigan's most expensive housing market." (*Detroit Free Press*, 4/2018) Although many experts agree that families should not spend more than 45% of income on housing and transportation, the median-income Leelanau households spend 61% of their income on housing and transportation, leaving only 39% of income for food, health care, education, childcare, etc. Lower-income Leelanau families spend as much as 75% of their resources on housing and transportation. (*Networks Northwest Housing Overview* to Leelanau County Planning Commission, 2019)

T. Wessell & Beth Verhay, 2021

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<sup>i</sup> Communication from Neil Wetherbee, Northport Public School Superintendent

<sup>ii</sup> For a family (2 parents/1 child) earning the median income (\$57,144/year - Michigan 2020), the cost of childcare is equal to approximately 20% of the family gross income.

<sup>iii</sup> Adequacy of prenatal care is based on the Kessner Index that measures adequacy by the month the care began, number of prenatal visits and length of the pregnancy.

<sup>iv</sup> Data USA is a free platform that allows users to collect, analyze, and visualize shared U.S. government partnership data. Launched on April 4, 2016, Data USA is the product of an ongoing collaborative effort between Deloitte, Massachusetts Institute of Technology (MIT) Collective Learning Group, and Data-wheel.

# MICHIGAN • 2019 COUNTY PROFILES

Counties are the core geography for ALICE data: They reveal variations often masked by statewide averages, and the data is reported regularly and reliably.

## ALICE IN LEELANAU COUNTY

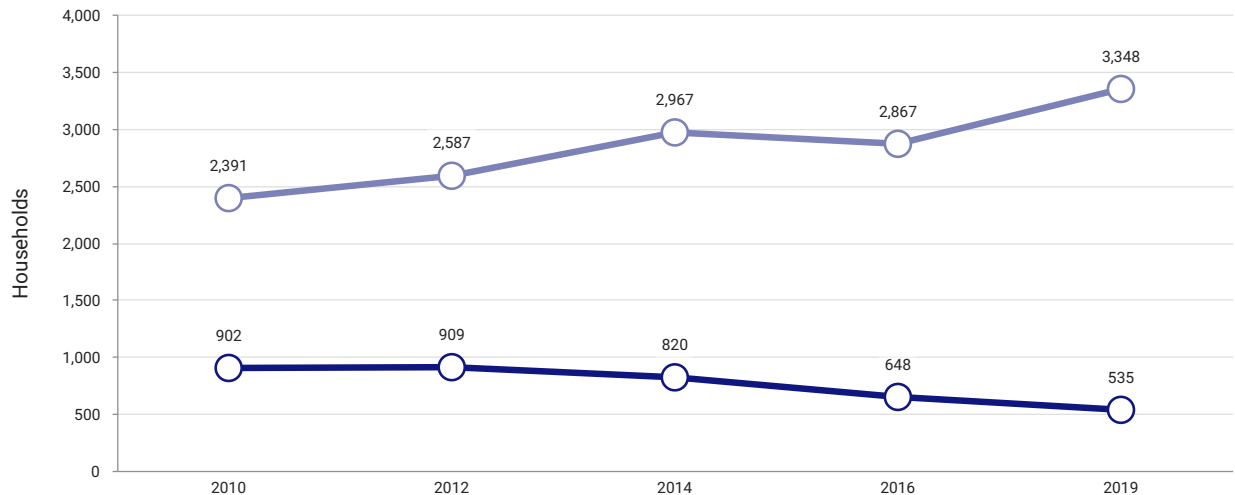
**2019 Point-in-Time-Data**

<b>Population:</b>	21,652	<b>Number of Households:</b>	9,139
<b>Median Household Income:</b>	\$65,249 (state average: \$59,584)		
<b>Unemployment Rate:</b>	4.5% (state average: 5.0%)		
<b>ALICE Households:</b>	37% (state average: 25%)		
<b>Households in Poverty:</b>	6% (state average: 13%)		

[View Source](#)

### How Has the Number of ALICE Households Changed Over Time?

ALICE is an acronym for **A**sset **L**imited, **I**ncome **C**onstrained, **E**mloyed – households that earn more than the Federal Poverty Level, but less than the basic cost of living for the county (the ALICE Threshold). While conditions have improved for some households, many continue to struggle, especially as wages fail to keep pace with the cost of household essentials (housing, child care, food, transportation, health care, and a basic smartphone plan).

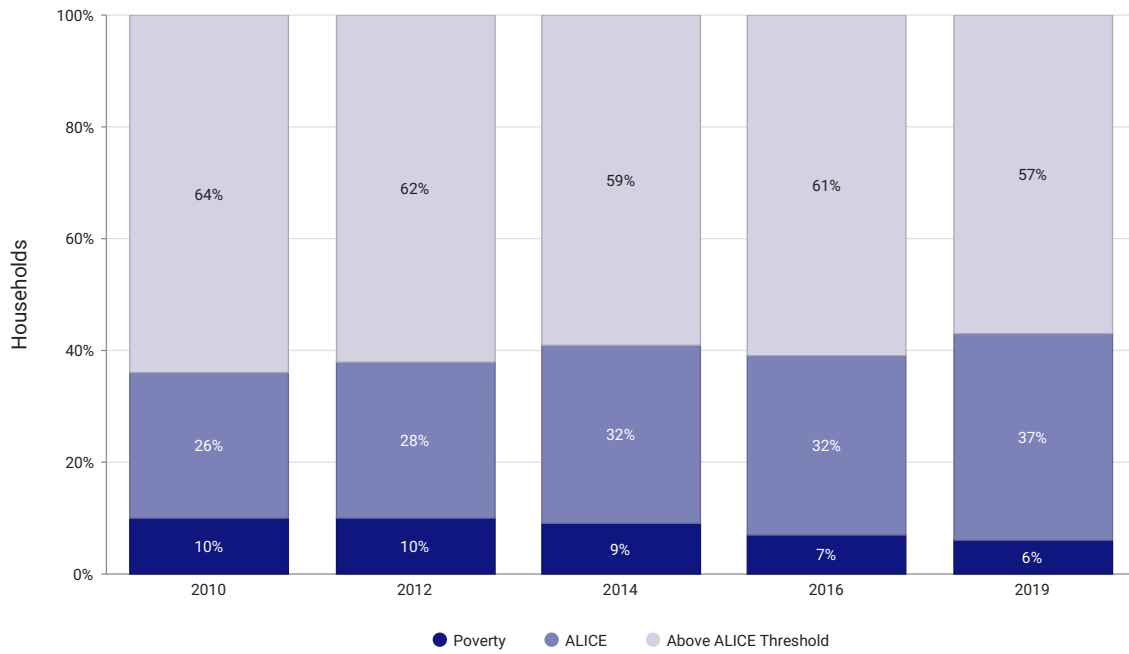


**Asset Limited, Income Constrained, Employed**  **Households**  **Total Households**  **Total Households**  **UNITED FOR ALICE**

UnitedForALICE.org      9,294      9,267      Total Households 9,136      Total Households 8,984      9,139

Sources: ALICE Threshold, 2007-2019; American Community Survey, 2007-2019

### ALICE and Poverty in Leelanau County Over Time...continued



Sources: ALICE Threshold, 2007-2019; American Community Survey, 2007-2019

**Asset Limited, Income Constrained, Employed**

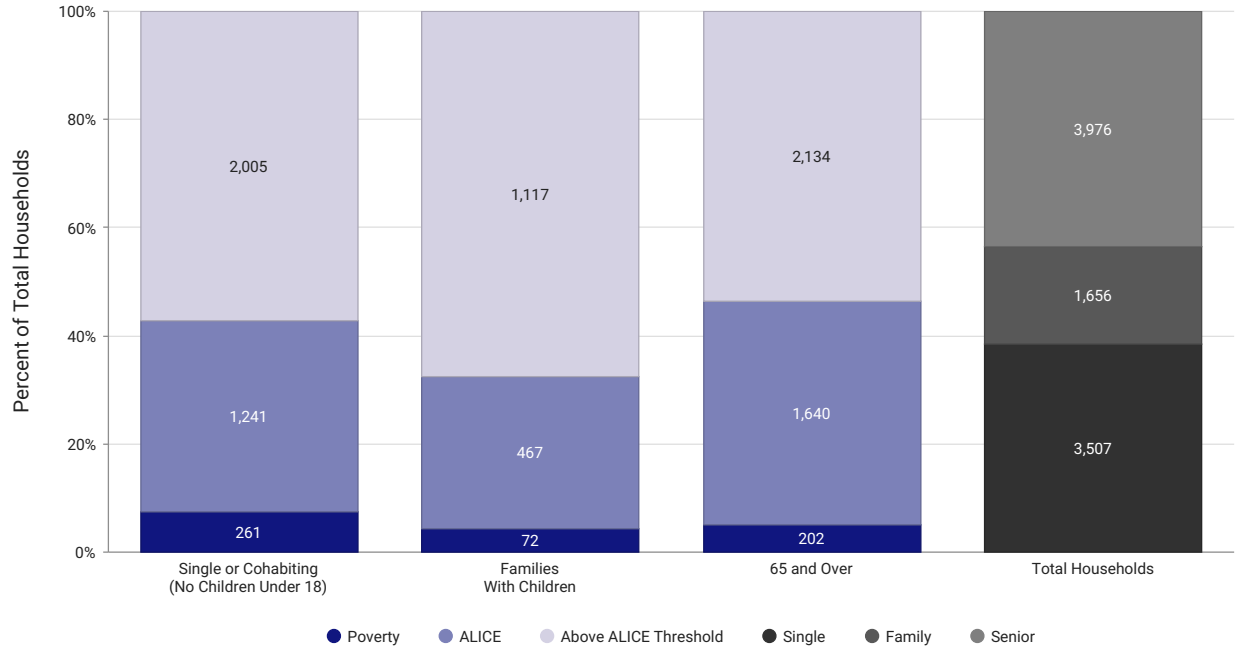
[UnitedForALICE.org](http://UnitedForALICE.org)





## What Types of Households Are Struggling?

In the past few decades, there have been major shifts in household composition. The share of American adults who have never been married is at a historic high, as is the number of senior households. There is also a growing number of people who live alone or with roommates, and an increasing share of grown children who live with parents. The types of households that are struggling are:



Sources: ALICE Threshold, 2007-2019; American Community Survey, 2007-2019

Asset Limited, Income Constrained, Employed

UnitedForALICE.org



## Why Do So Many Households Struggle?

### The cost of household basics outpaces wages...

The Household Survival Budget reflects the bare minimum cost to live and work in the modern economy and includes housing, child care, food, transportation, health care, technology (a smartphone plan), and taxes. It does not include savings for emergencies or future goals like college or retirement. In 2019, household costs were well above the Federal Poverty Level of \$12,490 for a single adult and \$25,750 for a family of four.

	Single Adult	Two Adults	Two Adults Two School-Age Children	Two Adults Two in Child Care	Single Senior	Two Seniors
Housing	\$649	\$681	\$796	\$796	\$649	\$681
Child Care	\$0	\$0	\$389	\$1,056	\$0	\$0
Food	\$604	\$1,257	\$2,104	\$1,836	\$520	\$1,074
Transportation	\$457	\$647	\$929	\$929	\$406	\$545
Health Care	\$189	\$403	\$569	\$569	\$450	\$900
Technology	\$55	\$75	\$75	\$75	\$55	\$75
Miscellaneous	\$236	\$367	\$564	\$617	\$249	\$389
Taxes	\$405	\$610	\$782	\$912	\$412	\$610
Monthly Total	\$2,595	\$4,040	\$6,208	\$6,790	\$2,741	\$4,274
Annual Total	\$31,140	\$48,480	\$74,496	\$81,480	\$32,892	\$51,288
Hourly Wage	\$15.57	\$24.24	\$37.25	\$40.74	\$16.45	\$25.64

Sources: ALICE Household Survival Budget, 2019; Bureau of Labor Statistics, Occupational Employment Statistics, 2019

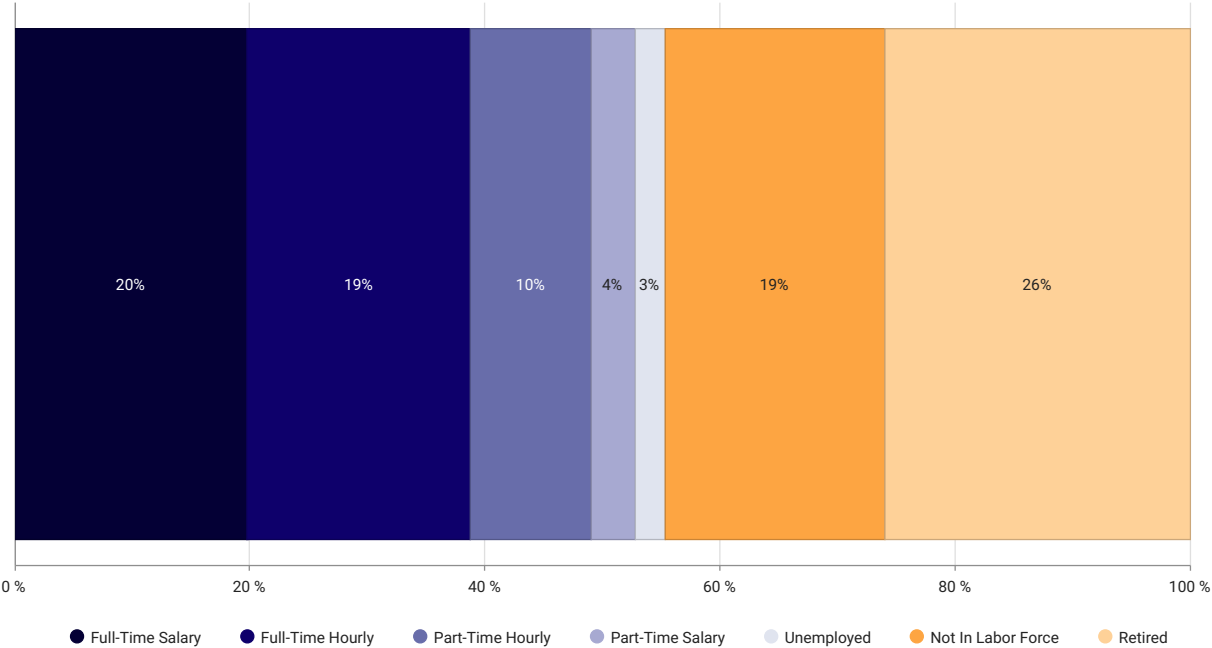
**Asset Limited, Income Constrained, Employed**

UnitedForALICE.org



**...and the labor landscape is challenging for ALICE workers.**

A breakdown of the labor force shows a small portion of adults (16 years and older) who are unemployed and a large number who are working. However, a significant portion of full- and part-time workers are paid by the hour; these workers are more likely to have fluctuations in income and less likely to receive benefits. There is also a high number of workers outside of the labor force (people who are not employed and not looking for work), which has helped keep wages low: When more workers are available, employers have less incentive to raise wages to attract employees.



*Note: Data for hourly full- and part-time jobs is only available at the national level; these national rates (51% of full-time workers paid hourly and 75% of part-time workers paid hourly) have been applied to the workforce at the county-level to calculate the breakdown shown in this figure. Because this figure sums county-level data (some using 1-year estimates and some using 5-year estimates), the state percentages may differ slightly from those shown in the 2020 Report. Full-time represents 35 hours per week or more at one or more jobs for 48 weeks per year.*

Sources: American Community Survey, 2019; Federal Reserve Bank of St. Louis, 2019

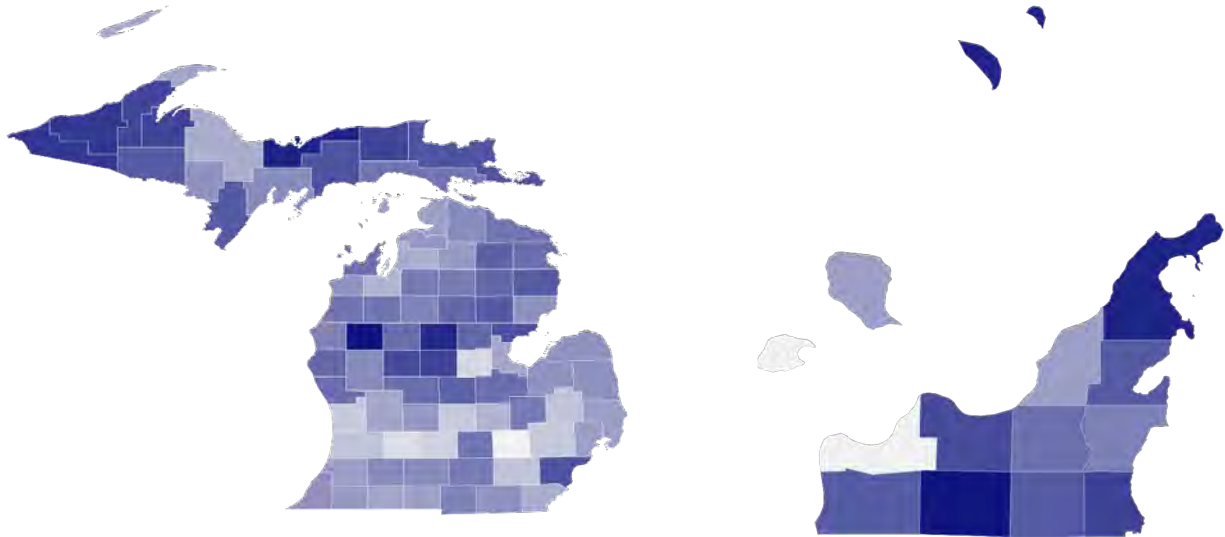
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### How Does the Number of ALICE Households Vary Within the County?

There is significant variation in the number of households who live below the ALICE Threshold within the county.



Source: ALICE Threshold, 2019; American Community Survey, 2019

County Subdivision	Total Households	% Below ALICE Threshold
Bingham township, Leelanau County, Michigan	1,078	38%
Centerville township, Leelanau County, Michigan	587	40%
Cleveland township, Leelanau County, Michigan	513	45%
Elmwood charter township, Leelanau County, Michigan	1,839	46%
Empire township, Leelanau County, Michigan	572	43%
Glen Arbor township, Leelanau County, Michigan	323	23%
Kasson township, Leelanau County, Michigan	593	52%
Leelanau township, Leelanau County, Michigan	938	50%
Leland township, Leelanau County, Michigan	756	34%
Solon township, Leelanau County, Michigan	676	43%
Suttons Bay township, Leelanau County, Michigan	1,180	43%

Sources: ALICE Threshold, 2007-2019; American Community Survey, 2007-2019

**Asset Limited, Income Constrained, Employed**

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## AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan, with offices located at 8527 E. Government Center Dr., Suttons Bay, MI 49682 (hereinafter referred to as the “County”), and **LEELANAU CLEAN WATER**, a Michigan non-profit corporation, located at 5220 S. Maple City Rd., Maple City, MI 49664 (hereinafter referred to as the “Contractor”). The County and the Contractor are sometimes hereinafter referred to as the “Party” or “Parties”.

### **WITNESSETH:**

**WHEREAS**, the County desires and the Contractor is willing to provide services relating to water protection within the County.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

**FIRST: Services to be Provided by Contractor.** The Contractor shall provide the following services:

- A. Update and re-launch the Leelanau Clean Water water quality database, which currently houses water quality data from nearly every organization within the county that collects water quality data. This database is a central location for all water quality data, allowing for data comparisons between water bodies, and providing foundational information on water quality measures. The database is open to the public.
- B. Provide information to the public about current water quality topics in the form of print, digital, or live events (to be virtual until the pandemic is over), as appropriate.
- C. Establish a collaborative communication tool that enables a broad array of water quality organizations to communicate rapidly about water quality questions and share expertise about common threats to clean water.

**SECOND: Duties of Contractor.** The Contractor, in accordance with the general purposes and objectives of this Agreement as herein specified, shall:

- A. Administer and operate the services described above.
- B. Provide administrative support for the services described above.
- C. Submit reports regarding the above-described services as hereinafter stated.

**THIRD: Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it hereunder on the 1<sup>st</sup> day of May, 2021, and shall continue said services through the 31<sup>st</sup> day of December, 2021.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of ten (10) days prior written notice to the Contractor. In the event this Agreement is terminated by the County for reasons other than the Contractor's breach of this Agreement, the Contractor shall be entitled to receive or retain a sum equal to one-twelfth (1/12th) of the total sum of the compensation stated in the **FOURTH** section of this Agreement multiplied (x) by the number of months in which the Contractor performed services under this Agreement prior to the effective date of termination. Any funds received by the Contractor that are in excess of this revised sum shall be returned to the County within thirty (30) days of the effective date of termination. It is expressly understood and agreed that in the event of a breach of this Agreement by the Contractor and its termination by the County, the County, in addition to the Agreement's termination, reserves the right to seek any other remedies available in law or in equity.

**FOURTH: Compensation.** It is expressly understood and agreed that in no event will the total compensation to be paid by the County to the Contractor under this Agreement exceed the sum of \$4,500.00. The compensation is allocated so the Contractor may provide the services described above. The Contractor shall receive said compensation in one (1) installment. Payment shall be made within thirty (30) days of the date in which this Agreement is fully signed by the representatives of both the County and the Contractor.

**FIFTH: Accounting Procedures.** The Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

**SIXTH: Annual and Evaluation Reports.** The Contractor shall prepare and submit to the County the following reports:

- A. Reports, including programmatic and financial data on the activities of the Contractor and the services provided pursuant to this Agreement, shall be submitted on or before December 31, 2021.
- B. Further evaluation reports when and as requested by the County.

**SEVENTH: Nondiscrimination.** The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

**EIGHTH: Indemnification and Hold Harmless.** The Contractor shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees they may incur as a result of any acts, omissions, or negligence of the Contractor, its employees, agents, or subcontractors that may arise out of this Agreement.

**NINTH: Liability Insurance.** The Contractor at all times during the term of this Agreement shall maintain insurances that meet the requirements of the Leelanau County Board of Commissioners' Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Attachment A. The attached Attachment A is incorporated by reference into this Agreement and made a part thereof.

**TENTH: Applicable Law and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**ELEVENTH: Waivers.** No failure or delay on the part of the County in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege.

**TWELFTH: Modifications, Amendments, or Waiver of Provisions of the Agreement.** All modifications, amendments, or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

**THIRTEENTH: Assignment or Subcontracting.** The Contractor shall not assign, subcontract, or otherwise transfer its duties and/or obligations under this Agreement.

**FOURTEENTH: Power to Diminish or Terminate Compensation for Failure to Comply with Agreement.** In the event that the Contractor fails to fulfill any of the terms or conditions of this Agreement in a timely and diligent manner as determined by the County,



the County reserves the right to reduce or diminish or terminate the compensation set forth in the **FOURTH** section in a manner which reflects such noncompliance.

**FIFTEENTH: Purpose of Section Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**SIXTEENTH: Complete Agreement.** This Agreement, Attachment A, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**SEVENTEENTH: Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

**EIGHTEENTH: Certification of Authority to Sign Agreement.** The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Party they represent, and that this Agreement has been authorized by the Party they represent.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS INSTRUMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**COUNTY OF LEELANAU**

**LEELANAU CLEAN WATER**

By: \_\_\_\_\_  
William J. Bunek, Chairperson  
County Board of Commissioners

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

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

By: /s/ Sarah K. Osburn 5/5/2021

**ATTACHMENT A**  
**INSURANCE REQUIREMENTS**

**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT:	Administration/General (County Administrator)	Policy No.	<b>13</b>
SPECIFIC SUBJECT:	Insurance Requirements Policy	Adopted:	04/17/1990
		Revised:	02/15/1994
		Revised:	05/21/2013
		Revised:	12/19/2017

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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**PURPOSE:** The Leelanau County Board of Commissioners hereby establishes a policy on insurance requirements for contractors, vendors, individuals, and/or organizations receiving monies from Leelanau County. The purpose of these requirements is to assure that the parties referenced above are accepting appropriate responsibility for insuring their own operations, and that they are not unduly exposing Leelanau County taxpayers to liability and/or loss.

The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in this policy. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Leelanau County and have a minimum A.M. Best Company ([www.ambest.com](http://www.ambest.com)) Insurance Report rating of not less than A or A- (Excellent).

1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Workers' Compensation and Employers' Liability Insurance are required if the party hires one or more persons or currently has employees. If a party currently does not have any employees, and is a sole proprietor, an affidavit must be filed with the County Clerk stating that the party currently has no employees and will not hire any while working for Leelanau County as a contractor or a subcontractor, etc. If a party currently does not have any employees and is incorporated (Inc.) or a limited liability corporation (LLC), they must file a Notice of Exclusion, WC-337, with the State of Michigan and then provide a copy of the State-approved document to the County Clerk.

2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.
3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.
4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
8. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.

9. Owners' and Contractors' Protective Liability: [For Contracts for Construction or Large Repair or Maintenance Projects such as road work, sewer work or building projects] The Contractor shall procure and maintain during the life of the contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Leelanau County shall be "Named Insured" on said coverage. Thirty (30) day Notice of Cancellation shall apply to this policy.
  
10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, A "Certificate of Liability Insurance," on Accord Form #25, with the necessary coverages included, as listed below:
  - a. Certificate of Insurance for Workers' Compensation Insurance;
  - b. Certificate of Insurance for Commercial General Liability Insurance;
  - c. Certificate of Insurance for Vehicle Liability Insurance;
  - d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
  - e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
  - f. If so requested, Certified Copies of all policies mentioned above will be furnished.
  
11. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Leelanau County Administrator at least ten (10) days prior to the expiration date.

Failure to comply with these insurance requirements could result in the termination of a contract or delay in receipt of funds. Questions regarding the scope of applicability of this policy may be directed to the Leelanau County Administrator.

Discussion ensued.

Commissioner Wessell asked to complete his motion and restate what he was saying.

**MOTION BY WESSELL THAT THE LEELANAU COUNTY BOARD OF COMMISSIONERS DELETE ACTION ITEM 10.a.VII – Anti-Racism Training/Development AND APPROVE GRAND TRAVERSE BAND 2% ALLOCATION REQUESTS 10.a.i-vi:**

- 86<sup>th</sup> District Court – Audio Video Recording Equipment, \$24,750.00
- Probate and Family Court – Safe Haven, \$5,000.00
- Planning and Community Development – Aerials \$10,000.00
- Solid Waste Council – Tire Recycling, \$10,000.00
- Senior Services – Leelanau Christian Neighbors, Food Pantry/Neighborhood Assistance Ministry, \$20,600.00
- Treasurer – Habitat for Humanity, \$75,000.00

**Seconded Lautner.**

Discussion – none.

**AYES – 6 (Wessell, Ansorge, Lautner, Rentenbach, Rushton, Soutas-Little)**

**NO – 1 (Bunek)**

**MOTION CARRIED.**

Vehicle Auction Update:

Executive Assistant Laurel S. Evans was present. She stated we currently have four available for auction; one vehicle was held back and she only posted two on the auction site; one bidder responded to her email. The reserve was not met on either vehicle.

*#263–11172020 Regular Session*

**MOTION BY LAUTNER THAT THE LEELANAU COUNTY BOARD OF COMMISSIONERS APPROVE THE SALE OF A RETIRED 2015 FORD POLICE INTERCEPTOR, VIN #1FM5K8AR0FGB91667, TO ERIC PHELPS OF GRAND RAPIDS, MICHIGAN, IN THE AMOUNT OF \$4,996.11, WITH FUNDS TO BE DEPOSITED INTO #661-000.000-673.000. SECONDED BY RENTENBACH.**

Discussion – none.

**AYES – 7 (Lautner, Rentenbach, Rushton, Soutas-Little, Wessell, Ansorge, Bunek)**

**NO – 0**

**MOTION CARRIED.**

Extension of Resolution #2020-013, Resolution Authorizing a Moratorium on County Hiring, Creation of New Positions, and Filling of Vacant Positions:

Administrator Janik noted that the County Clerk had pointed out that the recommendation did not have an end date and the Commissioners may want to consider that.

*#264–11172020 Regular Session*

**MOTION BY WESSELL THAT THE LEELANAU COUNTY BOARD OF COMMISSIONERS APPROVE LEELANAU COUNTY RESOLUTION NO. 2020-021, RESOLUTION AUTHORIZING A MORATORIUM ON COUNTY HIRING, CREATION OF NEW POSITIONS, AND FILLING OF VACANT POSITIONS AS PRESENTED UNTIL DECEMBER 31, 2021. SECONDED BY LAUTNER.**

Discussion – Commissioner Wessell addressed the motion; Commissioner Ansorge questioned if you want to do it for the whole year, if the situation works out with COVID you may not to do it for the entire year.

#265–11172020 Regular Session

**MOTION BY RUSHTON TO AMENDED THE MOTION THAT THE LEELANAU COUNTY BOARD OF COMMISSIONERS APPROVE LEELANAU COUNTY RESOLUTION NO. 2020-021, RESOLUTION AUTHORIZING A MORATORIUM ON COUNTY HIRING, CREATION OF NEW POSITIONS, AND FILLING OF VACANT POSITIONS AS PRESENTED *UNTIL JUNE 30, 2021*. AMENDMENT SECONDED BY ANSORGE.**

Discussion ensued.

Roll Call on amendment to the motion:

**ROLL CALL: Rushton – YES; Soutas-Little – YES; Wessell – NO; Ansorge – YES; Bunek – NO; Lautner – YES; Rentenbach – NO.**

**AYES – 4      NO – 3**

**MOTION AMENDMENT CARRIED.**

#264–11172020 Regular Session

**MOTION BY WESSELL THAT THE LEELANAU COUNTY BOARD OF COMMISSIONERS TO APPROVE LEELANAU COUNTY RESOLUTION NO. 2020-021, RESOLUTION AUTHORIZING A MORATORIUM ON COUNTY HIRING, CREATION OF NEW POSITIONS, AND FILLING OF VACANT POSITIONS AS PRESENTED IN THE BOARD OF COMMISSIONERS PACKET WITH AN EXPIRATION DATE *OF JUNE 30, 2021*. SECONDED BY LAUTNER.**

Discussion – none.

Chairman Bunek called for a Voice Vote:

**AYES – 7 (Wessell, Ansorge, Bunek, Lautner, Rentenbach, Rushton, Soutas-Little.**

**NO – 0**

**MOTION CARRIED.**

### **Leelanau County Board of Commissioners Resolution #2020-021**

#### **Resolution Authorizing a Moratorium on County Hiring, Creation of New Positions, and Filling of Vacant Positions**

**WHEREAS**, the outbreak of COVID-19, which started in March of 2020 in Michigan, has impacted and continues to dramatically impact the expected County revenues for both fiscal year 2020 and 2021; and

**WHEREAS**, the County has sought financial measures to ensure that employees are well-taken care of during this crisis; and

**WHEREAS**, Leelanau County is committed to taking the necessary actions to protect its residents and to provide support to those fighting the pandemic; and

**WHEREAS**, Leelanau County is likely to commit to unplanned spending to defeat the virus and recognizes that the COVID-19 pandemic may have a long-term impact on Leelanau County's revenues and operations; and

**WHEREAS**, the full financial impact of this closure may not be fully understood until late 2020 or early 2021.

**THEREFORE, BE IT RESOLVED**, that the Leelanau County Board of Commissioners authorizes an immediate moratorium on the hiring of employees, the creation of new positions, the reclassification of positions to a higher grade, the transfer of positions and promotions, and the filling of existing vacant positions until December 31, 2020.

**BE IT FURTHER RESOLVED**, that exceptions to the hiring moratorium will be considered if one or more of the following apply:

- The filling of a vacant position is required by specific legal mandate;
- The reclassification or filling of a position will result in a long-term budgetary savings, protect existing state or federal revenue, or secure additional state or federal revenue.

**BE IT FURTHER RESOLVED**, that a monthly report on positions filled due to the exception parameters as part of the COVID-19 response will be presented to the Board of Commissioners during the duration of the hiring moratorium.

**BE IT FURTHER RESOLVED**, that exceptions to the hiring freeze may be granted upon an affirmative vote of the appropriate Board of Commissioners.

**BE IT FURTHER RESOLVED**, that the Chief Judges shall be provided a copy of this Resolution and the Board of Commissioners' recommendation and request that the Leelanau County Courts also agree to implement these budget reduction measures as to Court operations. In the alternative, the Leelanau County Courts budget may be amended and reduced by the commensurate share of the projected shortfall and the Chief Judges shall undertake such measures as the Courts deem necessary to comport with the Board of Commissioners efforts to related to this resolution.

**BE IT FURTHER RESOLVED**, that this resolution will take effect immediately upon its approval by the Board of Commissioners.

Subscription to SurveyMonkey for COVID-19 Compliance Questionnaire/Surveys: Administrator Janik stated that he is looking at some options and requests that this be moved to December.

Resolution on Approval of Remote Meetings:

#266-11172020 Regular Session

**MOTION BY WESSELL THAT THE LEELANAU COUNTY BOARD OF COMMISSIONERS APPROVE LEELANAU COUNTY RESOLUTION #2020-022, RESOLUTION TO RATIFY AND CONFIRM ACTIONS APPROVED BY THE BOARD OF COMMISSIONERS DURING REMOTE MEETINGS. SECONDED BY LAUTNER.**

Discussion – none.

**ROLL CALL: Wessell – YES; Ansorge – YES; Bunek – YES; Lautner – YES; Rentenbach – YES; Rushton – YES; Soutas-Little – YES.**

**AYES – 7      NO – 0**

**MOTION CARRIED.**



## **Timeline on Moratorium of filling Personnel Vacancies**

### **June 20, 2020, Regular Session**

- Motion passed – County Resolution #2020-013, Resolution Authorizing a Moratorium on County Hiring, Creation of New Positions, and Filling of Vacant Positions

### **July 21, 2020, Regular Session**

- Motions approved to fill one vacancy and promote one employee in the Sheriff's Office
- Motion approved to fill one vacancy in the Prosecuting Attorney's Office
- Motion approved to fill one vacancy in the Treasurer's Office

### **August 18, 2020, Regular Session**

- Motion approved to fill one vacancy in the County Clerk's Office

### **October 13, 2020, Annual Session**

- Motion approved to fill one vacancy in the Treasurer's Office

### **November 10, 2020, Regular Session**

- Motion to approve County Resolution #2020-021, through June 30, 2021, passed, 7-0

### **December 15, 2020, Regular Session**

- Motion approved to fill a LE Deputy Vacancy, Sheriff's Office
- Motions approved to promote LE Lieutenant to Undersheriff, one LE Sgt to Lt., and one LE Deputy to Sgt. (due to subsequent vacancies)
- Motion approved to hire one LE Deputy (due to vacancy)
- Motion approved to hire vacant Chief Deputy Register of Deeds
- Motion approved to hire one Building Official, due to impending vacancy
- Motion approved to hire one Electrical Inspector, due to impending vacancy

### **January 19, 2021, Regular Session**

- Motion approved to fill a Secretary Vacancy, Building Safety

### **February 16, 2021, Regular Session**

- Motion approved to fill a Secretary Vacancy, Planning/Community Development

### **March 16, 2021, Regular Session**

- Motion approved to fill a Dispatcher Vacancy, 9-1-1
- Motion approved to fill seasonal staffing, Marine Patrol, LCSO

### **April 20, 2021, Regular Session**

- Motion approved to hire Office Manager Position, 86<sup>th</sup> District Court
- Motion approved to fill LE Deputy vacancy, LCSO
- Motion approved to fill Administrative Secretary vacancy, Building Safety
- Motion approved to hire seasonal part-time parks position, Maintenance