BOARD OF COMMISSIONERS MEETING

William J. Bunek, Chairman

NOTICE OF MEETING

The Executive Board of Commissioners Meeting of the Leelanau County Board of Commissioners will be held on Tuesday, May 12, 2020, at 9:00 a.m. 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/UCNQTgIgcTedF2qB8floC1GQ?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 231-256-8103. 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@co.leelanau.mi.us

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

AMENDED **TENTATIVE AGENDA**

CALL TO ORDER

PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE

ROLL CALL

COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS: **PAGE #**

- Administrator Update

APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS

PUBLIC COMMENT

ACTION ITEMS

1. Benzie-Leelanau District Health Department – Early Childhood Update. 2-5
2. Emergency Management –
   a. Update on Potential Tower for Government Center Campus.
   b. Maple City Tower – Third Amendment to the Agreement with AT&T. 6-14
   c. All Towers –
      i. Grand Traverse Band Colocation Agreement. 15-38
      ii. Aspen Wireless Tower Agreement. 39-58
   d. Federal Economic Development Administration Grant for Potential Tower Expansion.
3. Planning/Community Development – Remonumentation Plan. 59-88
4. Equalization – Potential Approval of 2020 L-4029 Tax Rate Request. 89-91
5. Grand Traverse Band 2% Allocation Requests –
   a. Emergency Management – Peshawbestown Tower Upgrade, $136,840.00. 92-98
   b. Planning/Community Development – Housing Rehabilitation Funding, $10,000.00. 99-106
   c. Sheriff's Office – Great Lakes Patrol Boat Funding, $25,000.00. 107-113
6. Administration –
   a. Michigan Indigent Defense Commission (MIDC) Report, *under separate cover.*
   b. Workers Compensation Update.
   c. Polycom Quotes, *no attachment.*
   d. COVID-19 Policies/Building Reopening Update.

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

FINANCIAL STATUS REPORT

Leelanau Early Childhood Program

Local Agency Name	Contract Number	Page	Of
Benzie-Leelanau District Health Dept.	Dodie Putney	1	1
	Program: Leelanau Early Childhood Program	Code: 431	
Street Address: 6051 Frankfort Highway	Report Period: 1-Mar-20 Thru 31-Mar-20 ☐ Final	Date Prepared: 28-Apr-20	
City, State, ZIP Code: Benzonia, Mi 49616	Agreement Period: 3/1/2020 Thru 12/31/2020	FE ID Number: 38-3563403	

Category	Expenditures		Agreement	
	Current Period	Agreement YTD	Estimated Budget	Balance
1. Salaries and Wages	4,049.71	4,049.71	121,379.00	117,329.29
2. Fringe Benefits	125.92	125.92	58,869.00	58,743.08
3. Travel	26.91	26.91	288.00	261.09
4. Supplies and Materials	4,028.66	4,028.66	18,560.00	14,531.34
5. Contractual/Consultant Srvcs	990.00	990.00	2,000.00	1,010.00
6. Equipment				-
7. Other Expenses:		-		-
Communication	4.79	4.79	2,050.00	2,045.21
Space Costs			9,150.00	9,150.00
Admin IDC	82.70	82.70	32,445.00	32,362.30
Personal Health IDC	-	-	43,260.00	43,260.00
				-
		-		-
11. **TOTAL EXPENDITURES**	9,308.69	9,308.69	288,001.00	278,692.31
SOURCE OF FUNDS:				
12. Leelanau Millage	9,308.69	9,308.69	288,001.00	278,692.31
13. Other - Medicaid Outreach		-		-
14. Medicaid Clinic Fees				-
15				-
16				-
17			-	-
18. **TOTAL FUNDING**	9,308.69	9,308.69	288,001.00	278,692.31

CERTIFICATION: I certify that I am authorized to sign on behalf of the local agency and that this is an accurate stateme of expenditures and collections for the report period. Appropriate documentation is available and will be maintained for t required period to support costs and receipts reported.

Authorized Signature	Date	Title
Dodie Putney	28-Apr-20	Dir. of Administrative Services
Contact Person Name: Dodie Putney		Telephone Number: 231-882-2113

Message:					

LEELANAU EARLY CHILDHOOD WORKPLAN
FY 3/1/2020-12/31/2020

Report Period: March 1-March 31, 2020

Goal: By 12/31/2020, Develop a multi-year, comprehensive strategic Early Childhood millage implementation plan which includes clear goals and objectives for coordinated early childhood programming responsive to community needs in Leelanau County			
Objective: By 9/30/2020, a Leelanau County Early Childhood Advisory Committee (EAC) will be formed to coordinate available programs, assess gaps, and inform future planning.			
Activity	**Timeline**	**Outcome**	**Update**
1. A Leelanau County Early Childhood Coordinator is hired.	By July 1, 2020	EC Coordinator contract signed	*3/30/2020: No activity*
2. Roster of stakeholders to participate in the Early Childhood Advisory Committee is developed.	By Aug 1, 2020	EC Stakeholder contact list	*3/30/2020: No activity*
3. First meeting of the Early Childhood Advisory Committee held.	By September 30, 2020	EC committee members engaged in process aeb meeting minutes	*3/30/2020: No activity*
4. Strengths, resources and gaps are identified based on input from the Early Childhood Advisory Committee.	By September 30, 2020	Documentation of strengths, resources and gaps to inform 2021 planning	*3/30/2020: No activity*
5. Incorporate input from EAC into draft workplan with strategic goals and objectives to enhance early childhood services in Leelanau County is developed.	By 12/31/2020	Written workplan reflecting input from Early childhood committee	*3/30/2020: No activity*
6. A plan is developed to ensure community awareness of Early childhood services funded through the millage.	By 12/31/2020	Written public relations plan in place.	*3/30/2020: No activity*

Goal: By 12/31/2020, Develop a multi-year, comprehensive strategic Early Childhood millage implementation plan which includes clear goals and objectives for coordinated early childhood programming responsive to community needs in Leelanau County			
Objective: By 7/15/2020, Establish and implement plan for evaluation and oversight of the current Parenting Communities (PC) program.			
Activity	**Timeline**	**Outcome**	**Update**
1. A PC Program Supervisor is hired.	By March 30, 2020	PC Program Supervisor identified and hired	*3/30/2020: Autumn Jurek designated as Parenting Communities Program Supervisor*
2. Identify currently available data points and system for tracking including but not limited to: # of contacts, # families, assessment criteria, staffing ratios	By June 30, 2020	Baseline evaluation metrics identified	*3/30/2020: Evaluating capabilities for tracking in current electronic health record. In the interim, a spreadsheet has been established to track numbers served. 6 Social Work visits conducted in the month of March. Home visits and playgroups on hold until plans made for remote activities.*
3. Policies and Procedures defining goals, scope of services, and administrative procedures are developed.	By June 30,2020	Written policies/procedures for program related activities	*3/30/2020: No activity*
4. Staff training needs identified and plans are established.	By July 15, 2020	Training materials and a training checklist are compiled	*3/30/2020: Meetings with PC staff held to identify training needs for current staff and begin planning for additional staff. Initiated a list of on-line trainings related to early childhood topics.*
5. Develop outreach plan for current PC services to raise community awareness and engagement	By May 30, 2020	Written outreach plan	*3/30/2020: Interim outreach plan created within confines of COVID-19 limitations to include individual telephone calls to PC families and others receiving services at the health department and development of a Facebook group.*
6. Documentation systems and processes are established.	By June 30, 2020	Electronic record documentation system in place	*3/30/2020: Initiated exploration of documentation capabilities within the health department's current electronic health record.*
7. Current PC staff implement programming based on identified community needs.	On-going	Compiled list of activities and numbers served.	*3/30/2020: Current needs restricted due to COVID-19, plans developed for remote engagement of families.*

Goal: By 12/31/2020, Develop a multi-year, comprehensive strategic Early Childhood millage implementation plan which includes clear goals and objectives for coordinated early childhood programming responsive to community needs in Leelanau County			
Objective: By 9/30/2020, Complete draft millage implementation plan for submission to Benzie-Leelanau District Health Department Board of Health and Leelanau County Board of Commissioners.			
Activity	**Timeline**	**Outcome**	**Update**
8. Develop evaluation plan with defined metrics and tools identified to measure selected metrics.	By June 30, 2020	Completed evaluation plan.	*3/30/2020: No activity*
9. Establish an outreach and promotion plan for Early Childhood Services.	By August 15, 2020	Written outreach and promotion plan	*3/30/2020: No activity*
10. Documentation systems and processes are established and include necessary data points for measurement.	By June 30, 2020	Electronic record documentation system in place	*3/30/2020: No activity*
11. Future staffing needs identified based on data and identified community needs.	By 9/30/2020	Compiled list of staffing roles and activities	*3/30/2020: No activity*
12. Finalize Early Childhood millage implementation plan with all goals and objectives incorporated and begin submission of draft to respective Boards.	By 9/30/2020	Draft implementation plan submitted to Boards for consideration and discussion	*3/30/2020: No activity*

EXECUTIVE DOCUMENT SUMMARY

Department: Emergency Management Contact Person: Matt Ansorge Telephone No.: (231) 256-8775	**Submittal Dates** ☑ Executive Board: 05/12/2020 ☑ Regular Session: 05/19/2020
Source Selection Method ☑ Negotiated ☐ Other: _____	**VENDOR**: AT&T (New Cingular Wireless) Address: Suite 13-F West Tower 575 Morosgo Drive Atlanta, GA 30324 Phone: _____

Budgeted Amount: $ 0.00 Contracted Amount: $ 0.00

Document Description

☑ Amendment ☐ Other _____

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

Leelanau County Office of Emergency Management is asking for consideration by the Board to allow AT&T to amend its Tower Lease Agreement for the Maple City Tower site (see attached). AT&T is continuing to upgrade its equipment on four of the five County-owned towers and this upgrade will increase loading sufficiently enough on the Maple City Tower to increase the monthly rent owed to the County.

The new equipment proposed by AT&T has passed a structural analysis by our engineer. The increase in loading of the new equipment is minimal and AT&T has agreed to increase the monthly rent accordingly. With the rental increase, AT&T is seeking to reset the term of the Agreement to year one allowing them two renewal terms and a maximum of 15 years. As you are aware, AT&T renegotiated this Agreement in 2019 and had the terms reset to year one at that time. This Amendment will only extend the Tower Lease Agreement one more year at a maximum.

At the time of this submission, the County Attorney has reviewed the language of this Amendment and has verbally signed off at this time. Written approval will be provided as soon as it is received.

Suggested Recommendation: I recommend to the Leelanau County Board of Commissioners to approve and authorize the County Board Chairman to sign the Third Amendment to the Tower Lease Agreement for AT&T on the Maple City Tower site; further, to reset the terms of the Agreement to the first year of 3 new five-year terms.

Department Head Approval: Matt Ansorge Digitally signed by Matt Ansorge Date: 2020.05.04 15:21:36 -04'00' Date: 05/04/2020

Market: Michigan / Indiana
Cell Site Humber: TRAVMI5205
Cell Site flame: Maple City
Fixed Asset Number: 10123810

THIRD AMENDMENT TO TOWER SPACE LEASE AGREEMENT

THIS THIRD AMENDMENT TO TOWER SPACE LEASE AGREEMENT ("Third Amendment"), dated as of the latter of the signature dates below, is by and between County of Leelanau, a Municipal Corporation, within the state of Michigan, having a mailing address of 8527 Government Center Drive, Suite 101, Suttons Bay, MI 49682 ("Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor Atlanta, GA 30319 ("Lessee").

WHEREAS, Lessor and Lessee entered into a Tower Space Lease Agreement dated August 28, 2012, First Amendment dated August 28, 2014 and Second Amendment dated May 22, 2019 whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 9237 South Tower Road, Maple City, MI 49664 ("Agreement'); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Additional Antennas**. In addition to the other antennas permitted in the Agreement, Lessor consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit I-B. Lessor's execution of this Amendment will signify Lessor's approval of Exhibit I-B. Exhibit I-B hereby replaces Exhibit 1-A to the Agreement.

2. **Rent**. Commencing on the first day of the month following the date that Lessee commences construction of the modifications set forth in this Third Amendment, Rent shall be increased by Two Hundred and No. 100 Dollars ($200.00): per month as per Exhibit C of the Agreement bringing the monthly rental rate to Four Thousand Eighty Two and 99/100 Dollars ($4,082.99), subject to further adjustments as provided in the Agreement.

3. **Amendment of Term**. The Parties hereby agree this Amendment shall reset Section 3 of the original Lease to the Initial Term. The Initial Term of this Lease shall be for a period of five (5) years commencing on the first day of the month following the date in which it has been executed by the representatives of both the County and Lessee (the "Commencement Date"), and expiring on the fifth anniversary of the Commencement Date unless otherwise terminated or extended as provided in the original Lease.

4. **Memorandum of Lease**. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

5. **Other Terms and Conditions Remain**. In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

"LESSOR"

By: _____
Name: William J Bunek_____
Title: Chairman , Leelanau BOC
Date:_____

"LESSEE"

New Singular Wireless PCS, LLC
By: AT&T Mobility Corporation Its: Manager

By: _____

Print Name:_____

Its:_____

Date:_____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

LESSEE ACKNORLEDGEMENT

STATE OF)

COUNTY OF)

On the_____day of _____ in the year 2020 before me personally appeared

Terry Lundquist, and acknowledged under oath that he is the Sr. Tech Project Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

_____

_____

Notary Public, _____County,

My Commission Expires: _____

LESSOR ACKNORLEDGEMENT

STATE OF)

COUNTY OF)

On the____day of _____ in the year 2020 before me, the undersigned, personally appeared William **J.** Bunek, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in capacity(ies), and that by his/tier/their signature(s) on tire instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

_____

Notary Public, _____County,

My Commission Expires: _____

EXHIBIT 1-B

TRAVMI5205 – Maple City
9237 South Tower Road, Maple City,
MI Owner: Leelanau County
RAD Center: 196'

CURRENT LOADING

(3) Andrew-Commscope SBNHH-1D65C
(3) PowerWave P90-16-XLH-RR
(1) CCI HPA-33RBUU-H6-K
(3) ACE XXQLH-654L8H8-IVT

RRH
(3) RRH2x40W-07AT
(1) RRUS-32
(3) Airscale RRH 4T4R B5 160W AHCA
(2) PCS/1900 RRHs

TMA
(3) TTI9-08BP1I1-001

Cables
(1) 10mm Fiber
(2) ¾" DC cables
(12) 1 5/8" Coax
(1) 3/8" RET cable
(1) 0.96" DC cable

Surge Suppression System
(1) DC6-48-60-18-8F
(1) DC6-48-60-0-8F

Diplexers
(3) DBC006IF1V15-2

PROPOSED(FINAL)LOADING

(3) ACE XXQLH-654L8H8-IVT-V2
(3) PowerWave P90-16-XLH-RR
(1) CCI HPA-33RBUU-H6-K
(3) ACE XXQLH-654L8H8-IVT

RRH
(3) Nokia B14/12/29 Triband AHLBBA
(1) RRUS-32
(3) AirScale RRH 4T4R B5 160W AHCA
(3) AirScale RRH 4T4R B25/66 32W AHFIB

TMA
(3) TT19-08BP111-001

Cables
(2) 10mm Fiber
(2) ¾" DC cables
(12) 1 5/8" Coax
(1) 3/8" RET cable
(2) 0.96" DC cable

Surge Suppression System
(1) DC6-48-60-18-8C
(1) DC6-48-60-0-8C

Diplexers
(3) DBC006IF1V15-2

1. THIS EXHIBIT MAY BE REPLACED BY A LAHD SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LESSEE.
2. AHY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMEIITAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THR WIDTH REQUIRED BY THE APPLICABLE GOVERMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE OHLY. ACTUAL TYPES, NUMBERS AHD MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

ATTACHMENT 1

Prepared by:
Joel Ravitz
Black & Veatch
30150 Telegraph Road, Suite 355
Bingham Farms, MI 48025

Return to:
Joel Ravitz
Black & Veatch
30150 Telegraph Road, Suite 355
Bingham Farms, MI 48025

Re: Cell Site #_TRAVMI5205; Cell Site Name: Maple City
Fixed Asset #: 10123810
State: Michigan
County: Leelanau

THIRD AMENDMENT TO MEMORANDUM
OF
LEASE

This Third Amendment to Memorandum of Lease is entered into on this_____day of _____, 2020 by and between County of Leelanau, a Municipal Corporation, within the state of Michigan, having a mailing address of 8527 E. Government Center Drive, Suite 101, Suttons Bay, MI 49682 ("Lessor") and New Singular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor Atlanta, GA 30319 ("Lessee").

1. Lessor and Lessee entered into a certain Tower Space Lease Agreement dated August 28, 2012, as amended by that certain First Amendment to Tower Space Lease Agreement dated August 28, 2014, and as amended by that certain Second Amendment to Tower Space Lease Agreement dated May 22, 2019, and amended by that certain Third Amendment to Tower Space Lease Agreement dated_____, 2020 (collectively, the "Agreement") for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Lease reflecting the Agreement was recorded____, ____20 in Book ____, page(s)_____, in the public records of County, State of _____

2. The Parties hereby agree an Amendment reset Section 3 of the original Lease to the Initial Term. The Initial Term of this Lease shall be for a period of five (5) years commencing on the first day of the month following the date in which it has been executed by the representatives of both the County and Lessee (the "Commencement Date"), and expiring on the fifth anniversary of the Commencement Date unless otherwise terminated or extended as provided in the original Lease.

3. This Third Amendment to Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Third Amendment to Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Memorandum of Lease as of the day and year first above written.

”

“LESSOR
”

_____

By: _____
Name: William J. Bunek_____
Title: Chairman, Leelanau BOC
Date:_____

“LESSEE
”

New Singular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name:_____

Its:_____

Date:_____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

LESSEE ACKNORLEDGEMENT

STATE OF)

CCOUNT OF)

On the_____day of _____ in the year 2020 before me personally appeared

Terry Lundquist, and acknowledged under oath that he is the Sr. Tech Project Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

_____

_____

Notary Public, _____County,

My Commission Expires: _____

LESSOR ACKNORLEDGEMENT

STATE OF)

CCOUNT OF)

On the____day of _____ in the year 2020 before me, the undersigned, personally appeared William **J.** Bunek, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in capacity(ies), and that by his/tier/their signature(s) on tire instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

_____

Notary Public, _____County,

My Commission Expires: _____

EXECUTIVE DOCUMENT SUMMARY

Department: Emergency Management Contact Person: Matt Ansorge Telephone No.: (231) 256-8775	**Submittal Dates** ☑ Executive Board: 05/12/2020 ☑ Regular Session: 05/19/2020
Source Selection Method ☐ Select One ☑ Other: Tower Lease Agreement	**VENDOR:** Grand Traverse Band Address: 2605 N West Bay Shore Drive Peshawbestown, MI 49682 Phone: (231) 534-7100

Budgeted Amount: $ 0.00 Contracted Amount: $ 0.00

Document Description

☐ Select One ☑ Other Tower Lease Agreement

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

Leelanau County Office of Emergency Management is asking for consideration by the Board to allow the Grand Traverse Band of Ottawa and Chippewa Indians to place communication equipment on all five (5) County-owned towers contingent upon favorable outcomes from structural analyses at each tower site. The Grand Traverse Band has included this project as part of a phase of their fiber build-out throughout the region.

Negotiations on the Tower Agreement language have just begun. In lieu of a monthly rental fee and to continue a strong positive relationship between the County and GTB, I have asked that GTB bring fiber connectivity to each tower site by the end of the first five-year term. They have already brought fiber connectivity to the Governmental Center which could service our IT needs and connect any tower on property.

The build-out of fiber is an expensive project. If the GTB is unable or does not agree to this term, monetary compensation could be pursued. Establishing a fiber connectivity between our tower sites will greatly benefit our communications system by adding another layer of redundancy and greatly reducing the need for expensive microwave paths in the future.

Suggested Recommendation: I recommend to the Leelanau County Board of Commissioners to approve and authorize the County Board Chairman to sign the Tower Lease Agreement between Leelanau County and Grand Traverse Band of Ottawa and Chippewa Indians, pending review and approval from the County Attorney.

Department Head Approval: Matt Ansorge Digitally signed by Matt Ansorge Date: 2020.05.04 14:41:22 -04'00' Date: 05/04/2020

TOWER SPACE LEASE AGREEMENT
(Leland 800 MHz Tower & Law Enforcement 800 MHz Tower)

THIS TOWER SPACE LEASE AGREEMENT ("Lease") is executed this _____ day of _____, 2018, by and between, **COUNTY OF LEELANAU,** a Municipal Corporation and political subdivision of the State of Michigan (Lessor, hereinafter referred to as the "County") within the State of Michigan, whose mailing address is 8527 E. Government Center Dr., Suite 101, Suttons Bay, MI 49682 and **GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS,** a Tribal Nation, whose mailing address is 2605 N. West Bay Shore Drive, Peshawbestown, MI 49682 (hereinafter referred to as "Lessee").

RECITALS:

WHEREAS, the County owns towers, capable of supporting antenna(s) and transmission line(s) ("the Tower") and properties for installation and maintenance of equipment shelters are located at 1095 South Pit Road, Leland, Michigan 49654, and 8525 East Government Center Drive, Suttons Bay, Michigan 49682, and 11750 East Davis Road, Northport, Michigan 49670, and 100 West Eighth Street, Northport, Michigan 49670, and 9031 South Tower Road, Maple City, Michigan 49664; and

WHEREAS, Lessee desires to lease space on the Towers and properties described above for the installation and operation of equipment to receive and transmit signals; and

WHEREAS, Lessee represents that it shall, prior to installation of its equipment, obtain in effect all necessary licenses to receive and transmit signals from this location; and shall make such licenses available for review by the County upon request; and

WHEREAS, the County agrees to lease space on the Towers for antenna(s) and transmission line(s) and on the ground for equipment shelters that are requested by the Lessee pursuant to the terms and conditions of this Lease.

NOW THEREFORE, for and in consideration of the terms and mutual promises herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, **THE COUNTY AND LESSEE AGREE AS FOLLOWS:**

1. Property: The County hereby grants Lessee the right to install, maintain, operate and remove Lessee's communications equipment and appurtenances on the County's Towers and real property owned by the County at the Pit Road (Central) tower site, located at 1095 South Pit Road, Leland, Michigan 49654, and the Law Enforcement Center (LEC) tower site, located at 8525 East Government Center Drive, Suttons Bay, Michigan 49682, and the Omena tower site, located at 11750 East Davis Road, Northport, Michigan 49670, and the Northport tower site, located at 100 West Eighth Street, Northport, Michigan 49670, and the Maple City tower site, located at 9031 South Tower Road, Maple City, Michigan 49664, situated in the State of Michigan and County of Leelanau and on the Properties which are more particularly described in Exhibit 1 attached hereto ("Property" or "Properties") together with non-exclusive easements for ingress, egress and utilities to the

Tower during the Initial Term and any Renewal Terms.

2. Premises: The County agrees to provide space on the ground for equipment shelters for Lessee to locate equipment to be operated by Lessee, and the County agrees to provide space on the Central tower at __ft, LEC tower at ___ft, Omena tower at ___ft, Northport tower at ____ft, and the Maple City tower at ____ft level for Lessee to mount its antennas and transmission lines for Lessee's wireless transmitting purposes. It is agreed that Lessee, or a contractor retained by Lessee, in a position and manner mutually agreeable to the County and Lessee, will mount the antennas and transmission lines on the Towers and install equipment inside the shelters on the ground. The Lessee shall be responsible for maintaining its equipment in good operating condition. The County shall be responsible for maintaining the Towers and associated properties controlled by the County.

The County hereby grants Lessee access to the Properties for the purpose of installing the antenna, transmission lines and other equipment on the Towers and ground shelters. Thereafter, Lessee shall be provided access for maintenance and repair of Lessee's antennas, transmission lines, equipment, and equipment shelters. Lessee shall fully comply with all County policies and procedures pertaining to security requirements covering the County's tower sites. The County hereby grants permission to Lessee to install, maintain and operate the communications equipment, antennas and appurtenances described in Exhibit 2 attached hereto. Lessee reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase the weight load on the Tower. Installing signs or advertising by Lessee on the Tower or Property is absolutely prohibited, provided, however that Lessee is allowed to install any signage mandated by the FCC or any other government agency. It is understood and agreed that there is no guarantee or warranty whatsoever by the County concerning the performance or coverage resulting from Lessee use of the Tower and associated facilities. Upon ninety (90) days written notice to Lessee, the County reserves the right to require Lessee's to relocate one or more of its antennas, and Lessee agrees to relocate said antenna(s) at Lessee's expense to a mutually agreed new tower location, provided that said relocation does not substantially change or interfere with the operation of the communications equipment associated with the relocated antenna(s) or otherwise result in interference with Lessee business operations, and provided further that the County's purpose in requesting Lessee to move its antennas directly relates to a bona fide public safety purpose.

3. Initial Term: The Initial Term of this Lease shall be for a period of five (5) years commencing on _____ and expiring five (5) years after the Commencement Date unless terminated earlier as provided in Sections 9, 13 or 16 of this lease.

4. Extended Terms: Provided this Lease is not terminated as authorized in Sections 9, 13, or 16 of this Lease, Lessee shall have the option to extend the Initial Term on substantially the same terms as contained herein for two (2) additional periods of five (5) years ("Renewal Term") each with the Initial Term and both Extended Terms combined consisting of a term not to exceed a total of fifteen (15) years. This Lease shall terminate at the end of the Initial Term or the first subsequent Extended Term unless the Lessee gives the County written notice of its intent to extend the term at least thirty (30) days in advance of the expiration of the Initial Term or the first Extended Term of this Lease.

5. Rent and Tower Assessment Fee: Lessee and County agree annual Rent for space on the towers will be waived as a result of access to fiber optic cable being provided by Lessee to the County at sites of critical infrastructure, specifically, but not limited to, the Leelanau County Governmental Center and the communication tower sites addressed in this Agreement. Fiber optic cable buildout is a planned, phased project of Lessee. Lessee agrees to have fiber optic cable ran to each tower site by the end of the Initial Term, otherwise monthly rent may be collected in proportion to Lessee's equipment on the towers.

In addition to this Section 5, the Lessee shall also reimburse the County the total actual cost(s) the County incurs for Tower Assessments conducted pursuant to "conditions precedent (e)" set forth in Section 8 of this Lease.

6. Use of County Shelter and Utilities: Lessee may have equipment placed in the County shelter building. Utility consumption will be included as part of the Agreement. Should they choose, Lessee will be responsible for having a separate electrical meter installed to service their equipment and Lessee will be responsible for any costs associated.

7. Taxes: Lessee shall pay any taxes levied on Lessee's personal property located or installed on the Tower and Property. Lessee's equipment shall remain Lessee's personal property even though it may be attached or affixed to the Tower or Property. County and Lessee agree that personal property of the Lessee shall not be considered fixtures. Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Lessee is wholly or partly responsible for payment.

8. Conditions Precedent: The following are conditions precedent to the commencement and/or the continuation of this Lease:

(a) Lessee, at its own expense, shall secure appropriate licenses and approvals required for its intended use of the Tower and Property from the Federal Communications Commission, the Federal Aviation Administration and any other federal, state or local regulatory authority having jurisdiction over Lessee's proposed use of the Tower and Property. In the event that any of such applications for such approvals should be rejected or any approval issued to Lessee is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, then either the County or Lessee may terminate this Lease as provided in Section 9;

(b) Lessee may, at its own expense, obtain a title report or commitment for a title policy from a title insurance company of its choice. If, in the opinion of Lessee such title report shows any defects of title or liens or encumbrances which adversely affect Lessee's use of the Tower and/or Property or its ability to obtain financing, Lessee shall have the right to terminate this Lease as provided in Section 9;

(c) Lessee may, at its own expense, have the Property surveyed and to have structural tower studies, radio frequency engineering and other engineering analyses performed. In the event that any defects are shown by the survey or the engineering analyses, which in the opinion of Lessee may adversely affect Lessee's use of the Tower and Property, Lessee shall have the right to terminate this Lease upon written notice to the County as provided in Section 9;

(d) Lessee may, at its own expense, have an environmental assessment of the Property performed by an environmental consulting firm of their choice. If the environmental assessment reveals that the Property is contaminated with Hazardous Materials, as that term is hereinafter defined, and Lessee, its employees, agents, or contractors did not cause such contamination, Lessee may terminate this Lease as authorized in Section 9; and

(e) County, at Lessee's expense, has conducted a Tower Assessment to determine if the Tower's structure can safely bear the weight of the equipment and material Lessee intends to place on the Tower and has determined from the assessment's findings that the Tower can safety bear the additional weight. A Tower Assessment shall also be required before the Lessee places new or additional equipment and materials on the Tower that increases the overall weight of the Lessee's equipment and materials on the Tower. Placement of any equipment and materials on the Tower without a prior Tower Assessment and approval by the County shall be a material breach of this Lease.

9. Termination: Upon any failure of Lessee to pay any sum due Lessor, or to perform any obligation required by this Lease, and failure to cure such obligation within thirty (30) days of receipt of written notice by County, or if Lessee does not have or for any reason ceases to have, in effect any license required for the operation of the equipment on the Tower, or if Lessee becomes adjudicated as bankrupt or if bankruptcy proceedings are initiated by Lessee or its creditors without a subsequent dismissal thereof within one hundred twenty (120) days, or if there is nonuse or vacation of the space covered by this Lease by Lessee for a period of sixty (60) days, or for reasons related to the structural capacity of the Tower, provided the Lessee has been given the opportunity to remedy such structural issue as it relates to Lessee's use of the Tower and Lessee has been either unable to do so or has chosen not to undertake such remedy within thirty (30) days of receiving notice of the structural issue(s), the County may terminate Lessee's rights under this Lease by giving not less than thirty (30) days prior written notification by certified U.S. mail, return receipt requested, to Lessee at the address set forth in Section 15.

Lessee may terminate this Lease upon the occurrence of any of the events set forth in Section 8, or if the site becomes undesirable due to irresolvable signal interference or if the site becomes undesirable due to take rate or subscriber count on a per site basis. To exercise its rights to terminate this Lease the Lessee must provide the County with not less than thirty (30) days prior written notice, sent to the County by certified U.S. Mail, return receipt requested, to the County's address set forth in Section 15. Such notice shall specify the reason for the termination.

Upon termination of this Lease by the County or Lessee under this section Lessee

shall pay the County all sums due as of the effective date of termination and the County shall refund to the Lessee, pro-rata, any unearned rent paid in advance. The Lessee shall fully remove its equipment and property from the Tower and Property within forty-five (45) days after the effective date of termination, or within such longer period of time as may be mutually agreed upon in writing by the County and Lessee. If Lessee fails to remove its equipment and property within the required time period, the County may do so and bill the cost of its removal and storage to the Lessee, which bill shall be paid by Lessee within thirty (30) days of Lessee's receipt of the bill. The County shall not be responsible for any loss or damage to Lessee's equipment and property resulting from its removal from the County's Tower and Property or during storage. If Lessee fails to recover its equipment and property within thirty (30) days after it was placed in storage the County may sell or otherwise dispose of the same.

10. Insurance Requirements: The Lessee at all times during the term of this Lease, including the initial term and any extended term and any hold over period, in which the Lessee continues to occupy the Tower(s) and Property(ies) covered by the Lease, that at a minimum meet the requirements of the Leelanau County Board of Commissioners' Policy on "Insurance Requirements", and any amendments made thereto over this Lease's term. A copy of said Board of Commissioners' Policy is attached to this Lease labeled Exhibit 3. The attached Exhibit 3 is incorporated by reference into this Lease and made a part thereof.

11. Environmental Compliance: The County represents and warrants to the best of its knowledge that (i) the Property, as of the date of this Lease, is free of Hazardous Materials, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. The County acknowledges that Lessee may use a permanent emergency back-up generator at this location, lead-acid batteries and may also use a fire suppression system within a shelter solely occupied by Lessee. The use of these systems will not constitute a violation of this Section. The County and Lessee agree that each will be responsible for compliance with any and all applicable government laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment to worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

Subject to the warranty provision in this Section, and to the extent permitted by applicable law, Lessee shall be solely liable and agrees to indemnify and hold the County harmless for any act of negligence or intentional contamination, spill, accidental discharge, or nuisance to the leased premises caused by Lessee, or its agents, as a result of the placement, storage or disposal of any dangerous, toxic or hazardous substances on the Premises. Lessee's responsibility for the same shall extend beyond the Term(s) of this Lease provided the contamination, spill, accidental discharge, or nuisance was caused by Lessee.

"Hazardous Material" means any material or substance that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §

9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; all corresponding and related State of Michigan and local statutes, ordinances and regulations; and in any other applicable environmental law, regulation or ordinance now existing or hereinafter enacted.

The indemnification responsibilities set forth in this Section 11 specifically include, but are not limited to, reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Lease.

In the event Lessee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property that was not brought onto the Property or caused by Lessee, that, in Lessee's sole determination, renders the condition of the Premises or Property unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Premises would expose Lessee to undue risks of liability to a government agency or third party, Lessee will have the right, in addition to any other rights it may have in law or in equity, to terminate this Lease upon written notice to the County.

12. Radio Frequency Exposure Safety:

(a) Lessee, represents and warrants and shall cause its employees and tower contractors to represent and warrant, that it and they are fully aware of and knowledgeable about the inherent dangers of working on or near towers, rooftops, or other wireless communication sites that are "live", i.e., that are actively receiving and/or transmitting radio signals that may create radio frequency radiation ("RFR") hereinafter "Live Sites".

(b) Lessee shall ensure that only those Lessee employees or agents or its contractor's employees or agents who make the representation set forth in subsection (a), and who have satisfactorily completed RFR safety training In accordance with FCC OET 65, the most current applicable updates in OSHA regulations and guidelines, and commonly recognized industry practices, may enter a Live Site or perform work on a Live Site. The County shall have no responsibility whatsoever to monitor access to the Live Site, or to monitor the performance of work on such Live Sites, by Lessee or its contractors, employees or agents or to verify training of the same.

(c) The presence at, or performance of any work on a Live Site by any of Lessee or its contractor's employees or agents who have not made the above representations, shall constitute a breach of this Lease. In the event of such breach, the Lessee shall be liable to the County for any liability, damages, and costs incurred by the County as a result of said breach.

13. Interference:

(a) Lessee shall erect, construct, and operate its equipment and property on the Tower and Property in a manner that will not cause interference to the County or any other lessees or licensees of the Tower and Property, provided that the rights or installations of such other lessees or licensees predate the installation of Lessee's property and equipment. All operations by Lessee shall be in compliance with all FCC requirements. In the event any after-installed Lessee's equipment causes such interference, and after County has notified Lessee in writing of such interference, Lessee shall immediately take all commercially reasonable steps to correct and eliminate the interference, including but not limited to, powering down such equipment and later powering up such equipment for intermittent testing only. If, despite Lessee's attempts to correct such interference, Lessee has not successfully eliminated such interference within sixty (60) days, then the County shall have the option to terminate this Lease, in which event Lessee shall, immediately upon notice of such termination, completely cease to operate its broadband internet equipment. Lessee shall thereafter remove Lessee's equipment from the Tower and equipment shelter from the Property within such reasonable period of time as shall be determined by the parties not to exceed forty-five (45) days and the County shall refund to the Lessee, pro-rata, any unearned rent paid in advance.

(b) Subsequent to the installation of Lessee's property and equipment, the County shall not permit its other lessees or licensees to install new equipment on the Tower and Property or property contiguous thereto owned or controlled by the County if such equipment causes interference with Lessee's operations as of the date in which such new equipment is or would be installed on the Tower and Property. If such interference occurs, the County agrees to require such lessee or licensee to take all commercially reasonable steps, including but not limited to, powering down such equipment and later powering up such equipment for intermittent testing only. The County shall terminate its lease with the lessee or licensee owning or controlling the equipment causing the interference if the lessee or licensee fails to act in good faith and diligently pursue an interference cure to completion. If the interference does not cease and the County does not terminate the lease or license with the offending lessee or licensor, the Lessee may terminate this Lease.

(c) Nothing contained in this Lease shall be construed to prohibit the County from permitting additional lessees of licenses from erecting, constructing, or operating any equipment on the Tower or Property in addition to Lessee's facilities provided that such additional equipment does not result in a breach of Section 13(b) of this Lease and or does not disturb the directional pattern of Lessee's normal signal.

14. Maintenance: The County shall, at its sole cost and expense and at all times during the term of this Lease, keep the Tower and Property in good repair and safe condition. It is, however, expressly understood and agreed that the Lessee shall be responsible for payment of the cost of any repairs to the Tower and Property of damage thereto caused by the Lessee, its employees, contractors or agents.

15. Notices: All notices or demands by or from the County to Lessee or Lessee to

the County shall be in writing and mailed, postage prepaid, by certified or registered U.S. Mail, return receipt requested. Such notices or demands shall be mailed to the other party at the following address:

Lessor:
LEELANAU COUNTY
Leelanau County Government Center
8527 E. Government Center Dr., Suite 101
Suttons Bay, MI 49682
Telephone: (231) 256-9711

Lessee:
GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS
2605 N. West Bay Shore Dr.
Peshawbestown, MI 49682
Telephone: (231) 534-7965

16. Damage to Tower: In the event the Tower is damaged, the County will, at its cost and expense, repair, rebuild, or restore the Tower to the same condition as it was in prior to such damage; provided, however, that if the Tower is totally destroyed or damaged to the extent that it cannot be restored within forty five (45) days from the date of such damage or destruction, either the County or Lessee may terminate this Lease by giving written notice of such termination to the other. If this Lease is terminated due to damage or total destruction of the Tower, the County will refund to Lessee that proportion of any rent paid in advance by Lessee for the period subsequent to the date of such damage or destruction. If this Lease is not terminated following damage or total destruction of the Tower, the payment of rent shall cease until the Tower is restored to usable condition for Lessee's purposes.

17. Warranty of Title: The County warrants that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Property and the Easement free and clear of any liens, encumbrances or mortgages; and (iii) the Property constitutes a legal lot that may be leased without the need for any subdivision or platting approval.

18. Access to the Leased Premises: County agrees that Lessee shall have access to the Tower and Property, upon twenty-four (24) hours' notice, at all times for the purpose of installing and maintaining the Lessee's equipment. County shall provide Lessee with County's emergency contact information, in the event that Lessee requires urgent access to the Tower. County shall furnish Lessee with necessary means of access for the purpose of ingress and egress to the Property. It is agreed, however, that only authorized engineers, employees or properly authorized contractor of Lessee or persons under their direct supervision will be permitted to enter the Property. Lessee, to the extent authorized in this Section 18, shall have access to the Tower and Property twenty-four (24) hours per day and seven (7) days per week.

19. Sick, Injured or Dead Birds: Lessee agrees to notify the County within twenty-four (24) hours should any sick, injured, or dead bird be found on the Tower or Property by the employees, contractor, or person acting as Lessee's agent.

20. Assignment: This Lease may not be subleased, sold, assigned or transferred without the prior express written consent of the County. No changes of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder. Any sublease, license or assignment of this Lease that is entered into by the County or Lessee shall be subject to the provisions of this Lease.

21. Successors and Assigns: This Lease shall run with the Property described on Exhibit 1 and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

22. Indemnity: Lessee shall indemnify, defend and hold the County harmless from and against all claims or actions for loss of life, personal injury, and/or damage to property that arise out of Lessee's use of the Leased Premises, to the extent that such loss of life, personal injury, or property damage is proximately caused, by the negligence or willful misconduct of Lessee, its officers, agents, contractors, or employees. The duties described in this Section 22 shall survive termination of this Lease.

It is expressly understood and agreed that Lessee's indemnification and hold harmless responsibilities under this Section 22 shall not be limited by the insurance coverage obtained and/or maintained by Lessee pursuant to this Lease.

23. Miscellaneous:

(a) Entire Agreement and Amendments. This Lease constitutes the entire agreement and understanding of the County and Lessee, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by the authorized representatives of the County and Lessee.

(b) Execution of Documents Protecting Lessee's Rights. The County agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or their use of the Tower and Property and to take any further action which Lessee may reasonably require as to affect the intent of this Lease.

(c) Applicable Law and Venue. This Lease shall be subject to and construed in accordance with the laws of the State of Michigan. In the event of any legal or equitable actions arise regarding this Lease, such actions shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and court rules in the State of Michigan. The venue for any action bought in or moved to a Federal Court shall be the Federal Judicial District of Michigan, Western District, Southern Division.

(d) Lessee's Evaluation of Tower and Property. The County shall cooperate with

Lessee's efforts to evaluate the Tower and Property and to comply with governmental regulations affecting Lessee's use of the Tower and Property.

(e) Liens. Lessee within thirty (30) days from receiving notice of filing, shall discharge all construction or mechanics' liens filed against the Tower and/or Property because of any work done or claimed to have been done on Lessee's behalf or for any materials furnished to or claimed to have been furnished to Lessee. The bonding of such a lien by a reputable casualty or insurance company reasonably satisfactory to the County shall be deemed to be the equivalent of the discharge of any such lien. Lessee shall indemnify and hold the County harmless from any costs incurred by the County, including court costs and reasonable attorney fees, in connection with any lien described in this subsection (e).

(f) Title to Equipment and Removal of Lessee's Property upon Lease's Termination. Title to Lessee's broadband internet equipment and equipment shelter on the County's Tower and/or Property shall be and remain vested in Lessee. Upon expiration or termination of this Lease, Lessee shall remove all of its equipment owned by it from the County-owned Towers, equipment shelters and Properties within forty-five (45) calendar days of the effective date of expiration or termination. If any damage is done to the County-owned towers, equipment shelters, or properties or that of the other lessees or licensees using the Tower/Property, as a result of the removal of Lessee's equipment, the Lessee will be billed for the costs and expenses of repair. If Lessee's equipment is not removed, the County shall have the right, without any liability, as authorized in Section 9, to remove, store and dispose of such equipment and property and bill the Lessee the costs and expenses the County incurred.

(g) Discrimination Prohibited. The County and Lessee shall comply with the current Leelanau County Board of Commissioners Equal Employment Opportunity Policy which provides for equal employment opportunities to qualified persons without regard to race, creed, color, sex, age, religion, national origin, marital status, height, weight, or disability as required by law. It is further agreed, as required by law, that the County and Lessee shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, creed, color, sex, age, religion, national origin, marital status, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this subsection (g) shall be a material breach of this Lease.

(h) Waivers. No failure or delay on the part of either the County or Lessee in exercising any right, power or privilege under this Lease 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.

(i) Severability. Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision of this Lease is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease; and the Parties shall negotiate in good faith to replace such prohibited or invalid provision with the intent of preserving the original business intent thereof.

j) Binding Effect. The provisions of this Lease shall be binding upon and shall inure to the benefit of the respective heirs, representatives, successors, and assigns of the parties hereto.

(k) Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original.

24. Rights Upon Sale: Should the County, at any time during the Initial or subsequent Terms decide (i) to sell or transfer all or any part of the Property or the Tower to a purchaser other than Lessee, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by Lessee, or a large portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Lease and any such purchaser or transferee shall recognize Lessee's rights herein under the terms of this Lease. To the extent that County grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by Lessee, for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, and assigns the Lease to said third party, County shall be released from its obligations to Lessee, under this Lease, and Lessee, shall have the right to look to the third party for the full performance of the Lease. County agrees to provide Lessee prompt written notice of any such sale, grant or assignment described in this Section 24.

IN WITNESS WHEREOF, The County and Lessee have executed this Tower Space Lease Agreement as of the date and year first above written.

LESSOR:
The County of Leelanau, a Michigan Municipal Corporation

Witness:

Witness: Date

Date

By: _____
William Bunek
Chairman, Board of Commissioners
SS/TIN# 38-6004865
County Government Center
8527 E. Government Center Dr., Suite 101
Suttons Bay, Michigan 49682
Telephone No: (231) 256-9711

Date: _____

LESSEE:
Grand Traverse Band of Ottawa and Chippewa Indians, a Tribal Nation

Witness: Date

Witness: Date

By: _____
Thurlow McClellan
Grand Traverse Band of Ottawa and Chippewa Indians, Tribal Chairman
Peshawbestown, Michigan 49682

Date: _____

LPM # MI00000001230
Cell Site Name: Leland 800MHz Tower
Address: 1095 S. Pit Rd. Leland, Leelanau County
Section 33, T30N, R12W

Exhibit 1

Description of Lessor's Land Central Tower

A parcel of land situated in Section 33, Township 30 North, Range 12 West Township of Leland, County of Leelanau, State of Michigan, to wit:

COM NW COR SEC 33 TH N 89 DEG 17' 45" E 525.85 FT TH S 0 DEG 36' 15" E 668.37 FTM/L TO EXISTING SURVEY LN TH S 89 DEG 00' 30" W 525.85 FT TOW LN SEC 33 TH N 0 DEG 36' 15" W 668.37 FT ALG W LN SEC 33 TO POB ALSO COM SW COR SEC 28 AS POB TH N 00 DEG 36' 15" W 160 FT TH N 89 DEG 06' 00" E 525.85 FT TH S 0 DEG 36' 15" E160 FT TH S 89 DEG 17' 45" W 525.85 FT TO POB EXC PRT LYING WLY C/L HWY TOGETHER WITH EASEMENT SECS 28 & 33 T30N R12W;

and

N ½ OF THE NE ¼ & SE ¼ OF NE ¼ SEC 32 T30N R12W.

Cell Site Name: Law Enforcement 800MHz Tower
Address: 8525 E Government Center Dr, Suttons Bay, Leelanau County
Section 19, T30N, R11W

Description of Lessor's Land LEC Tower

A parcel of land situated in Section 19, Township 30 North, Range 11 West of Township of Suttons Bay, County of Leelanau, State of Michigan, to wit:

DC L563 P393 L563 P394 ALL LAND LYING N & W OF LAKE LEELANAU & SUTTONS BAY HIGHWAY IN NE ¼ OF NW ¼ OF SEC 19 ALSO ALL LAND LYING N & W OF LAKE LEELANAU & SUTTONS BAY HIGHWAY IN NW ¼ OF NE ¼ SEC 19 T30N R11W 46 A.

Exhibit 1 – Continued

Cell Site Name: Omena Tower
Address: 11750 E Davis Rd, Omena, Leelanau County
Section 22, T31N, R11W

Description of Lessor's Land Omena Tower

A parcel of land situated in Section 19, Township 30 North, Range 11 West of Township of Leelanau, County of Leelanau, State of Michigan, to wit:

PT SE 1/4 SEC 22 COM AT E 1/4 COR TH S 89 DEG 38'32' W 840.40 FT TO POB TH CONT S 89 DEG 38'32" W 532.4 FT TH S 00 DEG 21'28" E 900 FT TH N 89 DEG 38'32" E 532.4 FT TH N 00 DEG 21' 28" W 900 FT TO POB SEC 22 T31N R11W 11 A M/L

Cell Site Name: Northport Tower
Address: 100 W Eighth St, Northport, Leelanau County
Section 34, T32N, R11W

Description of Lessor's Land Northport Tower

A parcel of land situated in Section 34, Township 32 North, Range 11 West of Township of Leelanau, County of Leelanau, State of Michigan, to wit:

PT OF SE 1/4 OF NW 1/4 SEC 34 COM AT N 1/4 COR OF SD SEC TH S 2540.32 FT ALG N & S 1/4 LN OF SD SEC TO POB TH S 134.34 FT ALG N & S 1/4 LN TH S 89 DEG 53' 50" W 278.04 FT ALG E & W 1/4 LN TH N 00 DEG 04' 41" W 226.08 FT TH S 71 DEG 50' 58" E 292.92 FT TO POB (A/K/A PARCEL D) IN THE VILLAGE OF NORTHPORT SEC 34 T32N R11W 0.91 A M/L

Cell Site Name: Maple Cityt Tower
Address: 9237 S Tower Rd, Maple City, Leelanau County
Section 11, T28N, R13W

Description of Lessor's Land Maple City Tower

A parcel of land situated in Section 1, Township 28 North, Range 13 West of Township of Kasson, County of Leelanau, State of Michigan, to wit:

TOWER ON LEASED LAND LOCATED ON 45-007-011-001-00 N 1/2 OF NE 1/4 SEC 11 T28N R13W 80 A.

Exhibit 2

LESSEE'S WIRELESS TRANSMISSION EQUIPMENT – CENTRAL TOWER

(2) 12” square IT lite antennas
(2) 12” square TMAs
(1) 18” square panel antenna w/amp
(1) PAO913 antenna

The transmission lines will be attached to the existing waveguide ladder with Microflect cushions and the associated mounting hardware.

Only the equipment identified above will be installed on the tower between _____ft and _____ft in height, providing the equipment does not compromise the integrity of the tower by the determination of a structural engineer or tower consultant.

LESSEE’S EQUIPMENT may be located in the County shelter building.

Cell Site Name: Law Enforcement 800MHz Tower
Address: 8525 E Government Center Dr, Suttons Bay, Leelanau County
Section 19, T30N, R11W

LESSEE’S WIRELESS TRANSMISSION EQUIPMENT – LEC TOWER

(2) 12” square IT lite antennas

The transmission lines will be attached to the existing waveguide ladder with Microflect cushions and the associated mounting hardware.

Only the equipment identified above will be installed on the tower between _____ft and _____ft in height, providing the equipment does not compromise the integrity of the tower by the determination of a structural engineer or tower consultant.

Exhibit 2 – Continued

LPM # M100000001230
Cell Site Name: Leland 800MHz Tower
Address: 1095 S. Pit Rd, Leland, Leelanau County
Section 33, T30N, R12W

Exhibit 2 – Continued

--= Approximate location of Lessee's Equipment Shelter (not to scale)

Exhibit 2 - Continued

LESSEE'S WIRELESS TRANSMISSION EQUIPMENT – OMENA TOWER

(2) 12” square IT lite antennas
(2) 12” square TMAs
(1) 18” square panel antenna w/amp
(1) PAO913 antenna

The transmission lines will be attached to the existing waveguide ladder with Microflect cushions and the associated mounting hardware.

Only the equipment identified above will be installed on the tower between _____ft and _____ft in height, providing the equipment does not compromise the integrity of the tower by the determination of a structural engineer or tower consultant.

LESSEE’S EQUIPMENT may be located in the County shelter building.

Exhibit 2 – Continued

LESSEE'S WIRELESS TRANSMISSION EQUIPMENT – NORTHPORT TOWER

(2) 12" square IT lite antennas

The transmission lines will be attached to the existing waveguide ladder with Microflect cushions and the associated mounting hardware.

Only the equipment identified above will be installed on the tower between _____ft and _____ft in height, providing the equipment does not compromise the integrity of the tower by the determination of a structural engineer or tower consultant.

Exhibit 2 – Continued

Cell Site Name: Maple City Tower
Address: 9237 S Tower Rd, Maple City, Leelanau County
Section 11, T28N, R13W

LESSEE'S WIRELESS TRANSMISSION EQUIPMENT – MAPLE CITY TOWER

(2) 12" square IT lite antennas

The transmission lines will be attached to the existing waveguide ladder with Microflect cushions and the associated mounting hardware.

Only the equipment identified above will be installed on the tower between _____ft and _____ft in height, providing the equipment does not compromise the integrity of the tower by the determination of a structural engineer or tower consultant.

Exhibit 3

LEELANAU COUNTY
BOARD POLICY

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

APPLIES TO: All Leelanau County Employees and Elected Officials.

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) 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.

EXECUTIVE DOCUMENT SUMMARY

Department: Emergency Management Contact Person: Matt Ansorge Telephone No.: (231) 256-8775	**Submittal Dates** ☑ Executive Board: 05/12/2020 ☑ Regular Session: 05/19/2020
Source Selection Method ☐ Select One ☑ Other: Tower Lease Agreement	**VENDOR:** Aspen Wireless Address: 1920 Burnley Lane Maple City, MI 49664 Phone: (970) 948-9998

Budgeted Amount: $ 0.00 Contracted Amount: $ 0.00

Document Description

☐ Select One ☑ Other Tower Lease Agreement

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

The Leelanau County Office of Emergency Management is asking for consideration by the Board to allow Aspen Wireless to place communication equipment on all five (5) County-owned towers. Aspen Wireless has been part of the group of ISPs that expressed interest in obtaining tower space to broaden their Internet capabilities to more citizens in Leelanau County.

Negotiations on the Tower Agreement language are underway and Aspen Wireless is motivated to get equipment on the towers as soon as possible. No additional structural analyses on the towers are necessary, since their equipment was included in the initial study performed for the ISP group.

Suggested Recommendation: I recommend to the Leelanau County Board of Commissioners to approve and authorize the County Board Chairman to sign the Tower Lease Agreement between Leelanau County and Aspen Wireless, pending review and approval from the County Attorney.

Department Head Approval: Matt Ansorge Digitally signed by Matt Ansorge Date: 2020.05.04 13:08:20 -04'00' Date: 05/04/2020

TOWER SPACE LEASE AGREEMENT
(Leland 800 MHz Tower)

THIS TOWER SPACE LEASE AGREEMENT ("Lease") is executed this _____ day of _____, 2016, by and between, **COUNTY OF LEELANAU,** a Municipal Corporation and political subdivision of the State of Michigan (Lessor, hereinafter referred to as the "County") within the State of Michigan, whose mailing address is 8527 E. Government Center Dr., Suite 101, Suttons Bay, Ml 49682 and **ASPEN WIRELESS,** a Michigan corporation, 1920 Burnley Lane, Maple City, Michigan 49664 (hereinafter referred to as "Lessee").

RECITALS:

WHEREAS, the County owns a tower, capable of supporting antenna(s) and transmission line(s) ("the Tower") and property for installation and maintenance of equipment shelters located at 1095 South Pit Road, Leland, Michigan 49654, and 8525 East Government Center Drive, Suttons Bay, Michigan 49682, and 11750 East Davis Road, Northport, Michigan 49670, and 100 West Eighth Street, Northport, Michigan 49670, and 9237 South Tower Road, Maple City, Michigan 49664; and

WHEREAS, Lessee desires to lease space on the Tower and property described above for the installation and operation of equipment to receive and transmit signals; and

WHEREAS, Lessee represents that it shall, prior to installation of its equipment, obtain in effect all necessary licenses to receive and transmit signals from this location; and shall make such licenses available for review by the County upon request; and

WHEREAS, the County agrees to lease space on the Tower for antenna(s) and transmission lines(s) and on the ground for an equipment shelter that is requested by the Lessee pursuant to the terms and conditions of this Lease.

NOW THEREFORE, for and in consideration of the terms and mutual promises herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, **THE COUNTY AND LESSEE AGREE AS FOLLOWS:**

1. Property: The County hereby grants Lessee the right to install, maintain, operate and remove Lessee's communications equipment and appurtenances on the County's Tower and real property owned by the County at the Pit Road (Central) Tower site, located at 1095 South Pit Road, Leland, Michigan 49654, and the Law Enforcement Center (LEC) Tower site, located at 8525 East Government Center Drive, Suttons Bay, Michigan 49682, and the Omena Tower site, located at 11750 East Davis Road, Northport, Michigan 49670, and the Northport Tower site, located at 100 West Eighth Street, Northport, Michigan 49670, and the Maple City Tower site, located at 9237 South Tower Road, Maple City, Michigan 49664, situated in the State of Michigan and County of Leelanau and on the Properties which are more particularly described in Exhibit 1 attached hereto ("Property" or

"Properties") together with non-exclusive easements for ingress, egress and utilities to the Tower during the Initial Term and any Renewal Terms.

2. Premises: The County agrees to provide space inside a County-owned equipment shelter for Lessee to locate equipment to be operated by Lessee, and the County agrees to provide space on the Central Tower at the 330' level, the LEC Tower at the 148' level, the Maple City Tower at the 140' level, the Omena Tower at the 160' level, and the Northport Tower at the 130' level, as long as a structural analysis at each tower site deems the site capable of housing Lessee's equipment, for Lessee to mount its antennas and transmission lines for Lessee's wireless transmitting purposes. It is agreed that Lessee or a contractor, retained by Lessee, in a position and manner mutually agreeable to the County and Lessee, will mount the antennas and transmission lines on the Tower and install an equipment shelter on the ground. See Exhibit 2 for a description of Lessee's radio equipment and equipment shelter. The Lessee shall be responsible for maintaining its equipment in good operating condition. The County shall be responsible for maintaining the Tower and associated property controlled by the County.

The County hereby grants Lessee access to the Property for the purpose of installing the antenna, transmission lines and other equipment on the Tower and ground shelter. Thereafter, Lessee shall be provided access for maintenance and repair of Lessee's antennas, transmission lines, equipment, and equipment shelter. Lessee shall fully comply with all County policies and procedures pertaining to security requirements covering the County's tower sites. The County hereby grants permission to Lessee to install, maintain and operate the communications equipment, antennas and appurtenances described in Exhibit 2 attached hereto. Lessee reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase the weight load on the Tower. Installing signs or advertising by Lessee on the Tower or Property is absolutely prohibited, provided, however that Lessee is allowed to install any signage mandated by the FCC or any other government agency. It is understood and agreed that there is no guarantee or warranty whatsoever by the County concerning the performance or coverage resulting from Lessee use of the Tower and associated facilities. Upon ninety (90) days written notice to Lessee, the County reserves the right to require Lessee's to relocate one or more of its antennas, and Lessee agrees to relocate said antenna(s) at Lessee's expense to a mutually agreed new tower location, provided that said relocation does not substantially change or interfere with the operation of the communications equipment associated with the relocated antenna(s) or otherwise result in interference with Lessee business operations, and provided further that the County's purpose in requesting Lessee to move its antennas directly relates to a bona fide public safety purpose.

3. Initial Term: The Initial Term of this Lease shall be for a period of five (5) years commencing on _____ and expiring five (5) years after the Commencement Date unless terminated earlier as provided in Section 9.

4. Extended Terms: Lessee shall have the option to extend the Initial Term on substantially the same terms as contained herein for two (2) additional periods of five (5) years ("Renewal Term") each with the Initial Term and both Extended Terms combined consisting of a term not to exceed a total of fifteen (15) years. This Lease shall

automatically continue at the end of the Initial Term or the first subsequent Extended Term unless either party provides the other written notice of its intent to terminate the Agreement at least thirty (30) days in advance of the expiration of the Initial Term or the first Extended Term of this Lease.

5. Rent: At the time of this Lease Agreement, Lessee has immediately identified equipment for one (1) of the five (5) tower sites. As equipment is added to additional tower sites, rent shall increase in accordance with the Leelanau County Tower Fee Schedule (Exhibit 4). Lessee shall pay to the County a total annual rent of FIVE THOUSAND SEVEN HUNDRED NINETY-SIX AND NO/100 DOLLARS ($5,796.00) to be paid in equal monthly installments of $483.00 ("Rent") on the first day of the month, in advance, to the County or such other person, firm or place as County may, from time to time, designate in writing at least thirty (30) days in advance of any Rent payment date by notice given in Section 15 below. County and Lessee acknowledge and agree that initial Rent payment(s) shall not actually be sent by Lessee until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, Lessee shall send to the County the Rent payments for January by February 1.

The annual rate shall increase at a rate of five percent (5%) per term over the Rent paid during the prior year, upon the anniversary of the Commencement Date.

Upon agreement of the parties, Lessee may pay Rent by electronic funds transfer and in such event, County agrees to provide to Lessee bank routing information for such purposes upon request of Lessee.

In addition to the Rent required in Section 5, the Lessee shall also reimburse the County the total actual cost(s) the County incurs for Tower Assessments conducted pursuant to "conditions precedent (e)" set forth in Section 8 of this Lease.

6. Use of County Shelter and Utilities: Lessee may have equipment placed in the County shelter building(s). Utility consumption will be included as part of the Rent paid to the County by Lessee, otherwise Lessee will be responsible for having a separate electrical meter installed to service their equipment and Lessee will be responsible for any costs associated.

7. Taxes: Lessee shall pay any taxes levied on Lessee's personal property located or installed on the Tower and Property. Lessee's equipment shall remain Lessee's personal property even though it may be attached or affixed to the Tower or Property. County and Lessee agree that personal property of the Lessee shall not be considered fixtures. Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Lessee is wholly or partly responsible for payment.

8. Conditions Precedent: The following are conditions precedent to the commencement and/or the continuation of this Lease:

(a) Lessee, at its own expense, shall secure appropriate licenses and approvals required for its intended use of the Tower and Property from the Federal

Communications Commission, the Federal Aviation Administration and any other federal, state or local regulatory authority having jurisdiction over Lessee's proposed use of the Tower and Property. In the event that any of such applications for such approvals should be rejected or any approval issued to Lessee is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, then either the County or Lessee may terminate this Lease as provided in Section 9;

(b) Lessee may, at its own expense, obtain a title report or commitment for a title policy from a title insurance company of its choice. If, in the opinion of Lessee such title report shows any defects of title or liens or encumbrances which adversely affect Lessee's use of the Tower and/or Property or its ability to obtain financing, Lessee shall have the right to terminate this Lease as provided in Section 9;

(c) Lessee may, at its own expense, have the Property surveyed and to have structural tower studies, radio frequency engineering and other engineering analyses performed. In the event that any defects are shown by the survey or the engineering analyses, which in the opinion of Lessee may adversely affect Lessee's use of the Tower and Property, Lessee shall have the right to terminate this Lease upon written notice to the County as provided in Section 9;

(d) Lessee may, at its own expense, have an environmental assessment of the Property performed by an environmental consulting firm of their choice. If the environmental assessment reveals that the Property is contaminated with Hazardous Materials, as that term is hereinafter defined, and Lessee, its employees, agents, or contractors did not cause such contamination, Lessee may terminate this Lease as authorized in Section 9; and

(e) County, at Lessee's expense, has conducted a Tower Assessment to determine if the Tower's structure can safely bear the weight of the equipment and material Lessee intends to place on the Tower and has determined from the assessment's findings that the Tower can safely bear the additional weight. A Tower Assessment shall also be required before the Lessee places new or additional equipment and materials on the Tower. Placement of any equipment and materials on the Tower without a prior Tower Assessment and/or approval by the County shall be a material breach of this Lease.

9. **Termination:** Upon any failure of Lessee to perform any obligation required hereunder, and failure to cure such obligation within thirty (30) days of receipt of written notice by County or if Lessee does not have or for any reason ceases to have, in effect any license required for the operation of the equipment on the Tower, or if Lessee becomes adjudicated as bankrupt or if bankruptcy proceedings are initiated by Lessee or its creditors without a subsequent dismissal thereof within one hundred twenty (120) days, or if there is nonuse or vacation of the space covered by this Lease by Lessee for a period of sixty (60) days, the County may terminate Lessee's rights under this Lease by giving not less than thirty (30) days prior written notification by certified U.S. mail, return receipt

requested, to Lessee at the address set forth in Section 15.

Lessee may terminate this Lease upon the occurrence of any of the events set forth in Section 8, or if the site becomes undesirable due to irresolvable signal interference. To exercise its rights to terminate this Lease the Lessee must provide the County with not less than thirty (30) days prior written notice, sent to the County by certified U.S. Mail, return receipt requested, to the County's address set forth in Section 15. Such notice shall specify the reason for the termination.

Upon termination of this Lease by the County or Lessee under this section Lessee shall pay the County all sums due as of the effective date of termination and the County shall refund to the Lessee, pro-rata, any unearned rent paid in advance. The Lessee shall fully remove its equipment and property from the Tower and Property within forty-five (45) days after the effective date of termination, or within such longer period of time as may be mutually agreed upon in writing by the County and Lessee. If Lessee fails to remove its equipment and property within the required time period, the County may do so and bill the cost of its removal and storage to the Lessee, which bill shall be paid by Lessee within thirty (30) days of Lessee's receipt of the bill. The County shall not be responsible for any loss or damage to Lessee's equipment and property resulting from its removal from the County's Tower and Property or during storage. If Lessee fails to recover its equipment and property within thirty (30) days after it was placed in storage the County may sell or otherwise dispose of the same.

10. Insurance Requirements: The Lessee at all times during the term of this Lease, including the initial term and any extended term and any hold over period, in which the Lessee continues to occupy the Tower(s) and Property(ies) covered by the Lease, that at a minimum meet the requirements of the Leelanau County Board of Commissioners' Policy on "Insurance Requirements", and any amendments made thereto over this Lease's term. A copy of said Board of Commissioners' Policy is attached to this Lease labeled Exhibit 3. The attached Exhibit 3 is incorporated by reference into this Lease and made a part thereof.

11. Environmental Compliance: The County represents and warrants to the best of its knowledge that (i) the Property, as of the date of this Lease, is free of Hazardous Materials, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. The County acknowledges that Lessee may use a permanent emergency back-up generator at this location, lead-acid batteries and may also use a fire suppression system within Lessee’s shelter. The use of these systems will not constitute a violation of this Section. The County and Lessee agree that each will be responsible for compliance with any and all applicable government laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment to worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party’s activity conducted in or on the Property.

Subject to the warranty provision in this Section, and to the extent permitted by applicable law, Lessee shall be solely liable and agrees to indemnify and hold the County harmless for any act of negligence or intentional contamination, spill, accidental discharge, or nuisance to the leased premises caused by Lessee, or its agents, as a result of the placement, storage or disposal of any dangerous, toxic or hazardous substances on the Premises. Lessee's responsibility for the same shall extend beyond the Term(s) of this Lease provided the contamination, spill, accidental discharge, or nuisance was caused by Lessee.

"Hazardous Material" means any material or substance that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; all corresponding and related State of Michigan and local statutes, ordinances and regulations; and in any other applicable environmental law, regulation or ordinance now existing or hereinafter enacted.

The indemnification responsibilities set forth in this Section 11 specifically include, but are not limited to, reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Lease.

In the event Lessee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property that was not brought onto the Property or caused by Lessee, that, in Lessee's sole determination, renders the condition of the Premises or Property unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Premises would expose Lessee to undue risks of liability to a government agency or third party, Lessee will have the right, in addition to any other rights it may have in law or in equity, to terminate this Lease upon written notice to the County.

12. <u>Radio Frequency Exposure Safety:</u>

(a) Lessee, represents and warrants and shall cause its employees and tower contractors to represent and warrant, that it and they are fully aware of and knowledgeable about the inherent dangers of working on or near towers, rooftops, or other wireless communication sites that are "live", i.e., that are actively receiving and/or transmitting radio signals that may create radio frequency radiation ("RFR") hereinafter "Live Sites".

(b) Lessee shall ensure that only those Lessee employees or agents or its contractor's employees or agents who make the representation set forth in subsection (a), and who have satisfactorily completed RFR safety training In accordance with FCC OET 65, the most current applicable updates in OSHA regulations and guidelines, and commonly recognized industry practices, may

enter a Live Site or perform work on a Live Site. The County shall have no responsibility whatsoever to monitor access to the Live Site, or to monitor the performance of work on such Live Sites, by Lessee or its contractors, employees or agents or to verify training of the same.

(c) The presence at, or performance of any work on a Live Site by any of Lessee or its contractor's employees or agents who have not made the above representations, shall constitute a breach of this Lease. In the event of such breach, the Lessee shall be liable to the County for any liability, damages, and costs incurred by the County as a result of said breach.

13. Interference:

(a) Lessee shall erect, construct, and operate its equipment and property on the Tower and Property in a manner that will not cause interference to the County or any other lessees or licensees of the Tower and Property, provided that the rights or installations of such other lessees or licensees predate the installation of Lessee's property and equipment. All operations by Lessee shall be in compliance with all FCC requirements. In the event any after-installed Lessee's equipment causes such interference, and after County has notified Lessee in writing of such interference, Lessee shall immediately take all commercially reasonable steps to correct and eliminate the interference, including but not limited to, powering down such equipment and later powering up such equipment for intermittent testing only. If, despite Lessee's attempts to correct such interference, Lessee has not successfully eliminated such interference within sixty (60) days, then the County shall have the option to terminate this Lease, in which event Lessee shall, immediately upon notice of such termination, completely cease to operate its radio equipment. Lessee shall thereafter remove Lessee's equipment from the Tower and equipment shelter from the Property within such reasonable period of time as shall be determined by the parties and the County shall refund to the Lessee, pro-rata, any unearned rent paid in advance.

(b) Subsequent to the installation of Lessee's property and equipment, the County shall not permit its other lessees or licensees to install new equipment on the Tower and Property or property contiguous thereto owned or controlled by the County if such equipment causes interference with Lessee's operations as of the date in which such new equipment is or would be installed on the Tower and Property. If such interference occurs, the County agrees to require such lessee or licensee to take all commercially reasonable steps, including but not limited to, powering down such equipment and later powering up such equipment for intermittent testing only. The County shall terminate its lease with the lessee or licensee owning or controlling the equipment causing the interference if the lessee or licensee fails to act in good faith and diligently pursue an interference cure to completion. If the interference does not cease and the County does not terminate the lease or license with the offending lessee or licensor, the Lessee

may terminate this Lease.

(c) Nothing contained in this Lease shall be construed to prohibit the County from permitting additional lessees of licenses from erecting, constructing, or operating any equipment on the Tower or Property in addition to Lessee's facilities provided that such additional equipment does not result in a breach of Section 13(b) of this Lease and or does not disturb the directional pattern of Lessee's normal signal.

14. Maintenance: The County shall, at its sole cost and expense and at all times during the term of this Lease, keep the Tower and Property in good repair and safe condition. It is, however, expressly understood and agreed that the Lessee shall be responsible for payment of the cost of any repairs to the Tower and Property of damage thereto caused by the Lessee, its employees, contractors or agents.

15. Notices: All notices or demands by or from the County to Lessee or Lessee to the County shall be in writing and mailed, postage prepaid, by certified or registered U.S. Mail, return receipt requested. Such notices or demands shall be mailed to the other party at the following address:

Lessor:
LEELANAU COUNTY
Director of Emergency Management/911 8525
E. Government Center Dr.
Suttons Bay, MI 49682

Lessee:
ASPEN WIRELESS
1920 Burnley Lane
Maple City, MI 49664

16. Damage to Tower: In the event the Tower is damaged, the County will, at its cost and expense, repair, rebuild, or restore the Tower to the same condition as it was in prior to such damage; provided, however, that if the Tower is totally destroyed or damaged to the extent that it cannot be restored within forty five (45) days from the date of such damage or destruction, either the County or Lessee may terminate this Lease by giving written notice of such termination to the other. If this Lease is terminated due to damage or total destruction of the Tower, the County will refund to Lessee that proportion of any rent paid in advance by Lessee for the period subsequent to the date of such damage or destruction. If this Lease is not terminated following damage or total destruction of the Tower, the payment of rent shall cease until the Tower is restored to usable condition for Lessee's purposes.

17. Warranty of Title: The County warrants that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Property and the Easement free and clear of any liens, encumbrances or mortgages; and (iii) the Property constitutes a legal lot that may be leased without the need for any subdivision or platting approval.

18. Access to the Leased Premises: County agrees that Lessee shall have access to the Tower and Property, upon twenty-four (24) hours' notice, at all times for the purpose of installing and maintaining the Lessee's equipment. County shall provide Lessee with County's emergency contact information, in the event that Lessee requires urgent access to the Tower. County shall furnish Lessee with necessary means of access for the purpose of ingress and egress to the Property. It is agreed, however, that only authorized engineers, employees or properly authorized contractor of Lessee or persons under their direct supervision will be permitted to enter the Property. Lessee, to the extent authorized in this Section 18, shall have access to the Tower and Property twenty-four (24) hours per day and seven (7) days per week.

19. Sick, Injured or Dead Birds: Lessee agrees to notify the County within twenty-four (24) hours should any sick, injured, or dead bird be found on the Tower or Property by the employees, contractor, or person acting as Lessee's agent.

20. Assignment: This Lease may be sold, assigned or transferred by the Lessee without any approval or consent of the County to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the County. No changes of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder. Any sublease, license or assignment of this Lease that is entered into by the County or Lessee shall be subject to the provisions of this Lease.

21. Successors and Assigns: This Lease shall run with the Property described on Exhibit 1 and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

22. Indemnity: Lessee shall indemnify, defend and hold the County harmless from and against all claims or actions for loss of life, personal injury, and/or damage to property that arise out of Lessee's use of the Leased Premises, to the extent that such loss of life, personal injury, or property damage is proximately caused, by the negligence or willful misconduct of Lessee, its officers, agents, contractors, or employees. The duties described in this Section 22 shall survive termination of this Lease.

It is expressly understood and agreed that Lessee's indemnification and hold harmless responsibilities under this Section 22 shall not be limited by the insurance coverage obtained and/or maintained by Lessee pursuant to this Lease.

23. Miscellaneous:

(a) Entire Agreement and Amendments. This Lease constitutes the entire agreement and understanding of the County and Lessee, and supersedes all

offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by the County and Lessee.

(b) Execution of Documents Protecting Lessee's Rights. The County agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or their use of the Tower and Property and to take any further action which Lessee may reasonably require as to affect the intent of this Lease.

(c) Applicable Law and Venue. This Lease shall be subject to and construed in accordance with the laws of the State of Michigan. In the event of any legal or equitable actions arise regarding this Lease, such actions shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and court rules in the State of Michigan. The venue for any action bought in or moved to a Federal Court shall be the Federal Judicial District of Michigan, Western District, Southern Division.

(d) Lessee's Evaluation of Tower and Property. The County shall cooperate with Lessee's efforts to evaluate the Tower and Property and to comply with governmental regulations affecting Lessee's use of the Tower and Property.

(e) Liens. Lessee within thirty (30) days from receiving notice of filing, shall discharge all construction or mechanics' liens filed against the Tower and/or Property because of any work done or claimed to have been done on Lessee's behalf or for any materials furnished to or claimed to have been furnished to Lessee. The bonding of such a lien by a reputable casualty or insurance company reasonably satisfactory to the County shall be deemed to be the equivalent of the discharge of any such lien. Lessee shall indemnify and hold the County harmless from any costs incurred by the County, including court costs and reasonable attorney fees, in connection with any lien described in this subsection (e).

(f) Title to Equipment and Removal of Lessee's Property upon Lease's Termination. Title to Lessee's radio equipment and equipment shelter on the County's Tower and/or Property shall be and remain vested in Lessee. Upon expiration or termination of this Lease, Lessee shall remove all of its equipment and the equipment shelter owned by it from the Tower and Property within forty-five (45) calendar days of the effective date of expiration or termination. If not removed, the County shall have the right, without any liability, as authorized in Section 9, to remove, store and dispose of such equipment and property and bill the Lessee the costs and expenses the County incurred.

(g) Discrimination Prohibited. The County and Lessee shall comply with the

current Leelanau County Board of Commissioners Equal Employment Opportunity Policy which provides for equal employment opportunities to qualified persons without regard to race, creed, color, sex, age, religion, national origin, marital status, height, weight, or disability as required by law. It is further agreed, as required by law, that the County and Lessee shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, creed, color, sex, age, religion, national origin, marital status, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this subsection (g) shall be a material breach of this Lease.

(h) Waivers. No failure or delay on the part of either the County or Lessee in exercising any right, power or privilege under this Lease 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.

(i) Severability. Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision of this Lease is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease; and the Parties shall negotiate in good faith to replace such prohibited or invalid provision with the intent of preserving the original business intent thereof.

j) Binding Effect. The provisions of this Lease shall be binding upon and shall inure to the benefit of the respective heirs, representatives, successors, and assigns of the parties hereto.

(k) Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original.

24. Rights Upon Sale: Should the County, at any time during the Initial or subsequent Terms decide (i) to sell or transfer all or any part of the Property or the Tower to a purchaser other than Lessee, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by Lessee, or a large portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Lease and any such purchaser or transferee shall recognize Lessee's rights herein under the terms of this Lease. To the extent that County grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by Lessee, for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, and assigns the Lease to said third

party, County shall be released from its obligations to Lessee, under this Lease, and Lessee, shall have the right to look to the third party for the full performance of the Lease. County agrees to provide Lessee prompt written notice of any such sale, grant or assignment described in this Section 24.

IN WITNESS WHEREOF, The County and Lessee have executed this Tower Space Lease Agreement as of the date and year first above written.

LESSOR:
The County of Leelanau, a Michigan Municipal Corporation

By: _____

_____ _____
Witness: Date

William Bunek
Chairman, Board of Commissioners
SS/TIN# 38-6004865
County Government Center

_____ _____
Witness: Date

8527 E. Government Center Dr., Suite 101
Suttons Bay, Michigan 49682
Telephone No: (231) 256-9711

Date: _____

LESSEE:
ASPEN WIRELESS

By: _____

_____ _____
Witness: Date

James Selby
CEO

Date: _____

_____ _____
Witness: Date

Cell Site Name: Central Tower
Address: 1095 S. Pit Rd. Leland, Leelanau County
Section 33.T30N, R:I2W

Exhibit 1

Description of Lessor's Land Central Tower

A parcel of land situated in Section 33, Township 30 North, Range 12 West Township of Leland, County of Leelanau, State of Michigan, to wit:

COM NW COR SEC 33 TH N 89 DEG 17' 45" E 525.85 FT TH S 0 DEG 36' 15" E 668.37 FTM/L TO EXISTING SURVEY LN TH S 89 DEG 00' 30" W 525.85 FT TOW LN SEC 33 TH N 0 DEG 36' 15" W 668.37 FT ALG W LN SEC 33 TO POB ALSO COM SW COR SEC 28 AS POB TH N 00 DEG 36' 15" W 160 FT TH N 89 DEG 06' 00" E 525.85 FT TH S 0 DEG 36' 15" E160 FT TH S 89 DEG 17' 45" W 525.85 FT TO POB EXC PRT LYING WLY C/L HWY TOGETHER WITH EASEMENT SECS 28 & 33 T30N R12W;

and

N ½ OF THE NE ¼ & SE ¼ OF NE ¼ SEC 32 T30N R12W.

Cell Site Name: Law Enforcement Tower
Address: 8525 E. Government Center Dr., Suttons Bay, Leelanau County
Section 19, T30N, R11W

Description of Lessor's Land LEC Tower

A parcel of land situated on Section 19, Township 30 North, Range 11 West of Suttons Bay, County of Leelanau, State of Michigan, to wit:

DC L563 P393 L563 P394 ALL LAND LYING N & W OF LAKE LEELANAU & SUTTONS BAY HIGHWAY IN NE ¼ OF NW ¼ OF SEC 19 ALSO ALL LAND LYING N & W OF LAKE LEELANAU & SUTTONS BAY HIGHWAY IN NW ¼ OF NE ¼ SEC 19 T30N R11W 46 A.

Cell Site Name: Maple City Tower
Address: 9237 S. Tower Rd., Maple City, Leelanau County
Section 11, T28N, R13W

Description of Lessor's Land Maple City Tower

A parcel of land situated on Section 11, Township 28 North, Range 13 West of Kasson, County of Leelanau, State of Michigan, to wit:

L271 P323 L392 P169/94 L437 P460/97 L1158 P194/13 L1163 P474/13 L1195 P941/14 N 1/2 OF NE 1/4 SEC 11 T28N R13W. 80 A.

Cell Site Name: Omena Tower
Address: 11750 S. Davis Rd., Northport, Leelanau County
Section 22, T31N, R11W

Description of Lessor's Land Omena Tower

A parcel of land situated on Section 22, Township 31 North, Range 11 West of Leelanau, County of Leelanau, State of Michigan, to wit:

ON PT SE 1/4 SEC 22 COM AT E 1/4 COR TH S 89 DEG 38' 32' W 840.40 FT FOR POB TH CONT S 89 DEG 38' 32" W 532.40 FT TH S 0 DEG 21' 28" E 900.00 FT TH N 89 DEG 38' 32" E 532.40 FT TH N 0 DEG 21' 28" W 900 FT TO POB SEC 22 T31N R11W 11 A M/L

Cell Site Name: Northport Tower
Address: 100 W Eighth St., Northport, Leelanau County
Section 34, T32N, R11W

Description of Lessor's Land Northport Tower

A parcel of land situated on Section 34, Township 32 North, Range 11 West of Leelanau, County of Leelanau, State of Michigan, to wit:

PT OF SE 1/4 OF NW 1/4 SEC 34 COM AT N 1/4 COR OF SD SEC TH S 2540.32 FT ALG N & S 1/4 LN OF SD SEC TO POB TH S 134.34 FT ALG N & S 1/4 LN TH S 89 DEG 53' 50" W 278.04 FT ALG E & W 1/4 LN TH N 00 DEG 04' 41" W 226.08 FT TH S 71 DEG 50' 58" E 292.92 FT TO POB (A/K/A PARCEL D) IN THE VILLAGE OF NORTHPORT SEC 34 T32N R11W 0.91 A M/L

Exhibit 2

LESSEE'S WIRELSS EQUIPMENT

(2) Mimosa B5 Backhaul Dish (18”)
(6) Mimosa N5-45x2 Sector Antenna (17”)
(8) CAT5 outdoor cables (3/8” diameter each) bundled

The transmission lines will be attached to the existing waveguide ladder with Microflect cushions and the associated mounting hardware.

LESSEE'S EQUIPMENT SHELTER(S)

Exhibit 3

LEELANAU COUNTY
BOARD POLICY

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

APPLIES TO: All Leelanau County Employees and Elected Officials.

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) 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.

Exhibit 4

LEELANAU COUNTY TOWER FEE SCHEDULE						
Cellular Rates ≤ 200ft					ISP Rates ≤ 240ft		
6ft Antennas		8ft Antennas			Price based on average 14" antennas		
# Units	Cost per month	# Units	Cost per month		# Units	Price per Inch	Cost per month
1 to 6	$250 per unit	1 to 6	$275 per unit		1 to 6	$3.50/inch	$49 per unit
7 to 12	$200 per unit	7 to 12	$250 per unit		7 to 12	$3.00/inch	$42 per unit
13+	$180 per unit	13+	$225 per unit		13+	$2.50/inch	$35 per unit
Cellular Rates ≥ 201ft							
6ft Antennas		8ft Antennas					
# Units	Cost per month	# Units	Cost per month				
1 to 6	$310 per unit	1 to 6	$350 per unit				
7 to 12	$265 per unit	7 to 12	$300 per unit				
13+	$240 per unit	13+	$280 per unit				
Cellular Rates Ground Space					ISP Rates Ground Space		
250sqft		$75/month			Price based on average 15sqft		
					Price per sqft	Cost per month	
					$0.30/sqft	$4.50	
Cellular Rates Utilities					ISP Rates Utilities		
250sqft		$65/month			$5/month per Antenna		

Reset Form

EXECUTIVE DOCUMENT SUMMARY

Print/Save

Department: Planning/Comm. Development

Contact Person: Trudy Galla, Director

Telephone No.: 231-256-9812

Submittal Dates

☑ Executive Board: 05/12/2020

☑ Regular Session: 05/19/2020

Source Selection Method

☐ Select One

☐ Other: _____

VENDOR: _____

Address: _____

Phone: _____

Budgeted Amount: $ 0.00

Contracted Amount: _____

Document Description

☐ Select One

☑ Other 2020 Revised County Plan (Remon)

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

Attached is the 2020 Revised County Plan for Monumentation & Remonumentation for Leelanau County. A draft of this revision was due to the state by March 1 and was submitted by Leelanau County Representative, Vickie Brown from Leelanau Land Surveying. The Plan needs to be approved by the County Board, with notice of adoption sent to the state.

The Plan includes the reason for the revision, the Remonumentation Plan, the Maintenance Plan, Peer Review Group, and Coordinates.

Suggested Recommendation: Motion to approve the 2020 Revised Leelanau County Plan for Monumentation & Remonumentation.

Department Head Approval: Trudy J Galla Date: 05/04/2020

2020
Revised County Plan
Leelanau County

April 2020

2020 REVISED COUNTY PLAN

Monumentation & Remonumentation Plan

For Leelanau County, Michigan

Prepared for the implementation of 1990 PA 345 as amended, MCL 54.261-279

Leelanau County Representative:
Victoria Brown, Professional Surveyor
Leelanau County Grant Administrator:
Trudy Galla – County Planner

Revised and Approved by the Board of County Commissioners:

_____ _____

William Bunek , Chairperson Date

TABLE OF CONTENTS

Section	Topic	Page Number
	Title Page	1
	Table of Contents	3
I	Introduction – The Reason for this Revision	4
AA	Specific Remonumentation Plan	5 & 13
BB	Perpetual Monument Maintenance Plan	8
CC	Peer Review Group	9
DD	Geodetic Coordinates	10
EE	Agreements for Active Geodetic Control Sites	11
FF	County Revisions to the Remonumentation Plan	12

I INTRODUCTION – THE REASON FOR THIS REVISION

The State Survey and Remonumentation Act, 1990 PA 345, was revised on June 12, 2014 by 2014 PA 166. This revision, among other things, reinstated the State Survey and Remonumentation Commission and required them in Section 8 to promulgate the rules and guide the counties to formalize a REVISED COUNTY PLAN. Issues identified in the law and by the commission to be specifically addressed are:

A. A plan to remonument all of the original Public Land Survey corners, property controlling corners and protracted corners. The plan must also list other corners to be included or excluded. MCL 54.268 (2)(a)&(c)

B. A perpetual monument maintenance plan. MCL 54.268(2)(d)
   i. The sister Act, 1970 PA 74, outlines when a Land Corner Recordation Certificate must be filed. In order to formalize the local practice, the county must define "as described".

C. A peer review group. MCL 54.268 (e)
   i. Qualifications for peer review group membership must be defined.
   ii. Safeguards must be defined to avoid one-company rule.
   iii. Allowance of walk-in corner review must be identified.

D. Geodetic coordinates to be collected. MCL 54.268 (2)(a)(iii)
   i. Geodetic coordinates are not defined by the law. Some counties want to use State Plane Coordinates as defined in 1964 PA 9, and others want to use latitude and longitude. The county can decide which to use, but it must be consistent and documented.
   ii. The storage of coordinate values must be addressed at the county level.

E. Agreements for active geodetic control sites. MCL 54.268 (7)

F. Land Corner Recordation Certificate forms must be recorded at the county Register of Deeds and with the Department. MCL 54.268 (2)(b)

It is the intent of the Revision to review the Remonumentation Plan, assess its validity and modify for recent technologies. As shown in the outline, decisions must be made and formalized in the Revised County Plan to assure local control and consistency. Additions to this Revision can be made if a county would like to modify a section.

APPENDIX AA

Appendix AA must satisfy Section 8 (2)(a(b)(c) & (d) which states:

Section 8(2) A county plan shall provide for all of the following:

(a) A monumentation and remonumentation plan that provides for the remonumentation of all of the original public land survey corners, and any associated property controlling corners, and the monumentation or remonumentation of all of the protracted public land survey corners, and any associated property controlling corners, identified in the county plan. The monumentation or Remonumentation of the county shall consist of:

i. The filing of a Land Corner Recordation Certificate pursuant to the requirements of the corner recordation act, 1970 PA 74, as amended, MCL 54.201 to 54.210d, for each original public land survey corner and protracted public land survey corner in the county.

ii. The inclusion in a certificate filed under subparagraph (i) of any property controlling corner associated with the original public land survey corner or protracted public land survey corner that is the subject of the certificate.

iii. The filing of geodetic coordinates for each original public land survey corner and protracted public land survey corner in the county.

(b) The filing of copies of all recorded land corner recordation certificates produced pursuant to the county plan with the department.

(c) The exclusion or addition by the county of original public land survey corners or protracted public land survey corners, with the approval of the department, acting in consultation with the commission.

(d) A perpetual monument maintenance plan that provides for all original public land survey corners or protracted public land survey corners included in the county plan, and associated geodetic coordinates, to be maintained by requiring the filing of a land corner recordation certificate as required by the corner recordation act, 1970 PA 74, MCL 54.201 to 54.210d, as necessary.

All plans will specify corners that are included or excluded from the county program.

APPENDIX AA

Detailed County Remonumentation Plan

Leelanau County is a peninsula – so it is surrounded by water on all but the South line of the county. Four islands in Lake Michigan are also part of this county- North and South Manitou and North and South Fox Islands. There is a national park within the borders – Sleeping Bear Dunes National Lakeshore and a state park at the northernmost point of the peninsula – Leelanau State Park. The terrain is rugged and the county includes everything from lowland swampy areas to towering bluffs and dunes. There are many inland lakes in this county- many of which were meandered.

The Leelanau County Remonumentation surveyors have completed a majority of the public land survey (GLO) original corners. There are many exceptions to what we did and did not do – maps are attached showing what has been done and the corners that are included in the county plan going forward in pink. Total corners to be done are on each map sheet. Reasons for some of the corners we did not include are:

1. Corners in the State of Michigan land south of Cedar – most of the land is swampy, under water and difficult to navigate. We found little information or use of any of the corners we did not include in this area.

2. Corners in the Sleeping Bear Dunes National Lakeshore. This national park was created in the 1970's and PLS corners on the outside boundaries of the park have already been included in this program. Corners in the interior of this park were not included as they will not be used by any local surveyor for any boundary work going forward, they are in remote areas, many are in the dunes and covered by sand, some are at the bottom of huge bluffs and at this year of record high water levels – are under water.

3. Corners on any of the four islands were not included in this revised county plan, unless we have a request from either a land owner or the national park. North and South Manitou Islands are in the national park and will not be needing any surveying for private ownership. North Fox Island is owned by the State of Michigan and is a state Wildlife Research area. South Fox Island does have private and public ownership at this time. The cost to get to the island (private charter boat or plane), the fact that there is no marina or good docking on this island and it's remoteness make it not cost effective to consider corners on this island to be included for remonumentation. If we did have a request we could consider using some of the maintenance money available (if we are in the maintenance phase of this program).

4. Corners that are inaccessible. These can include meander corners along the shore of inland lakes that are in swampy or lowland areas, and corners that we cannot get to because of severe steep bluffs. Much of the West side of Leelanau Township, Leland Township, and some of the East side of Bingham Township falls in this category. Some of the areas along Lake Michigan in Empire, Glen Arbor and Cleveland Township also have huge inaccessible bluffs.

5. Corners along the Leelanau/ Grand Traverse County line. The corners along this line have already been remonumented by the Grand Traverse County remonumentation surveyors.

6. Corners along the Benzie/Leelanau County line. The corners along this line have already been remonumented by the Benzie County remonumentation surveyors.

7. Center of section corners are not included in the revised county remonumentation plan. They have not been part of the Leelanau County Remonumentation plan in the past and therefore no center of section corners have been remonumented.

THE CORNERS TO BE INCLUDED AS PART OF THE LEELANAU COUNTY REMONUMENTATION PLAN ARE PICTURED ON THE TOWNSHIP MAPS.

APPENDIX BB

Perpetual Monument Maintenance Plan

Leelanau County is not in the Maintenance part of the Remonumentation program. This part of the program will begin after we complete the PLS and meander corners outlined on the Township map pages in Appendix AA.

1. Upon entering maintenance, corners will be revisited based on the year it was originally remonumented. Exception to the rule are corners in densely populated areas that have been removed for various reasons.

2. A Land Corner Recordation does not need to be filed with geodetic coordinates if all of the following conditions are met:
- the monument exists as previously stated
- At least 3 existing witnesses remain - "as described" will be defined as the monument exists as previously stated with at least 3 witnesses.
- No additional information has been found to refute the location of this corner

APPENDIX CC
PEER REVIEW GROUP

Section 9b of the State Survey and Remonumentation Act states "A county board of commissioners shall appoint a county peer review group to act as a panel of surveyors to review and provide advice on original public land survey corners or protracted public land survey corners presented by surveyors before the county accepts the original public land survey corners or protracted public land survey corners for filing under its county plan". The county peer review group must have at least three members.

Member of the Leelanau County Peer Review Group must meet the following criteria:

1. Be a licensed land surveyor in good standing with the State of Michigan.

2. Only one licensed land surveyor per company may be on a Peer Review Group. More than one member of the same company can attend Peer Review meetings, but they share one vote and one fee for the meeting.

3. Members of the Peer Review Group do not have to be contract surveyors for that year.

4. If a surveyor who prepared the LCRC cannot present the corner to the peer review group, the presentation can be delegated to the crew chief or other Professional Surveyor who actively participated in the preparing the document. Surveyors who are members of the Peer Review Group cannot vote on the corners they present.

5. An alternate member for the Peer Review Group may be appointed by the County Administrator every year to serve if one of the members of the Peer Group cannot attend.

6. A minimum of 3 Peer Review Group members will be required for each Peer Review meeting.

7. The current County Representative will plan and chair the Peer Review Group meetings.

8. Walk in corners will be allowed with notice to the County Representative of at least 1 month to coordinate. These will be corners presented by Michigan licensed land surveyors for voting that were not on the original remonumentation program for that calendar year. The presenting surveyor of a walk in corner will not be paid for doing the research or work to survey and present the corner. The surveyor of an approved walk in corner will be provided with a Leelanau County brass disk and pipe and a monument box if needed. They will be expected to install the monument and record a Land Corner Recordation Certificate with latitude and longitude at the Leelanau County Register of Deeds at the walk in surveyor's expense.

APPENDIX DD

GEODETIC COORDINATES

Geodetic coordinates will be included on any Land Corner Recordation Certificates that are filed in the Remonumentation program going forward. The definition of Geodetic Coordinates for Leelanau County is:

1. Latitude and Longitudes values will be reported in degrees, minutes and seconds. These will be accurate to the 1.0 feet.

2. The database for latitude and longitude values recorded on Land Recordation Certificates filed as part of the Remonumentation program will be maintained by the County Representative.

3. If a question of position arises, the distance from a witness will be weighted as more accurate than a geodetic coordinate.

APPENDIX EE

AGREEMENTS FOR ACTIVE GEODETIC CONTROL SITES

There are no active geodetic control sites in Leelanau County at this time.

APPENDIX FF

COUNTY REVISIONS TO THE REMONUMENTATION PLAN

No revisions exist.

APPENDIX AA

CORNERS INCLUDED/EXCLUDED IN THIS PROGRAM

2020 REMON CORNER TOTALS

Town/Range	Total Corners in County	Remon Corners To Be Done	Remon Corners done	Corners Excluded
T28N R11W	67	4	58	5
T28N R12W	128	3	108	17
T28N R13W	142	8	117	17
T28N R14W	128	4	103	21
T28N R15W	27	3	9	15
T29N R11W	83	4	69	10
T29N R12W	138	3	115	20
T29N R13W	129	10	104	15
T29N R14W	78	14	28	36
T29N R15W	11	0	0	11
T30N R11W	95	2	80	13
T30N R12W	107	22	70	15
T30N R13W	12	0	2	10
T30N R14W	6	0	2	4
T31N R11W	106	7	88	11
T31N R12W	32	7	17	8
T32N R10W	23	7	13	3
T32N R11W	56	7	34	15
TOTALS	1368	105	1017	246

NOTES ON NEXT PAGE ABOUT THIS TOTAL SHEET

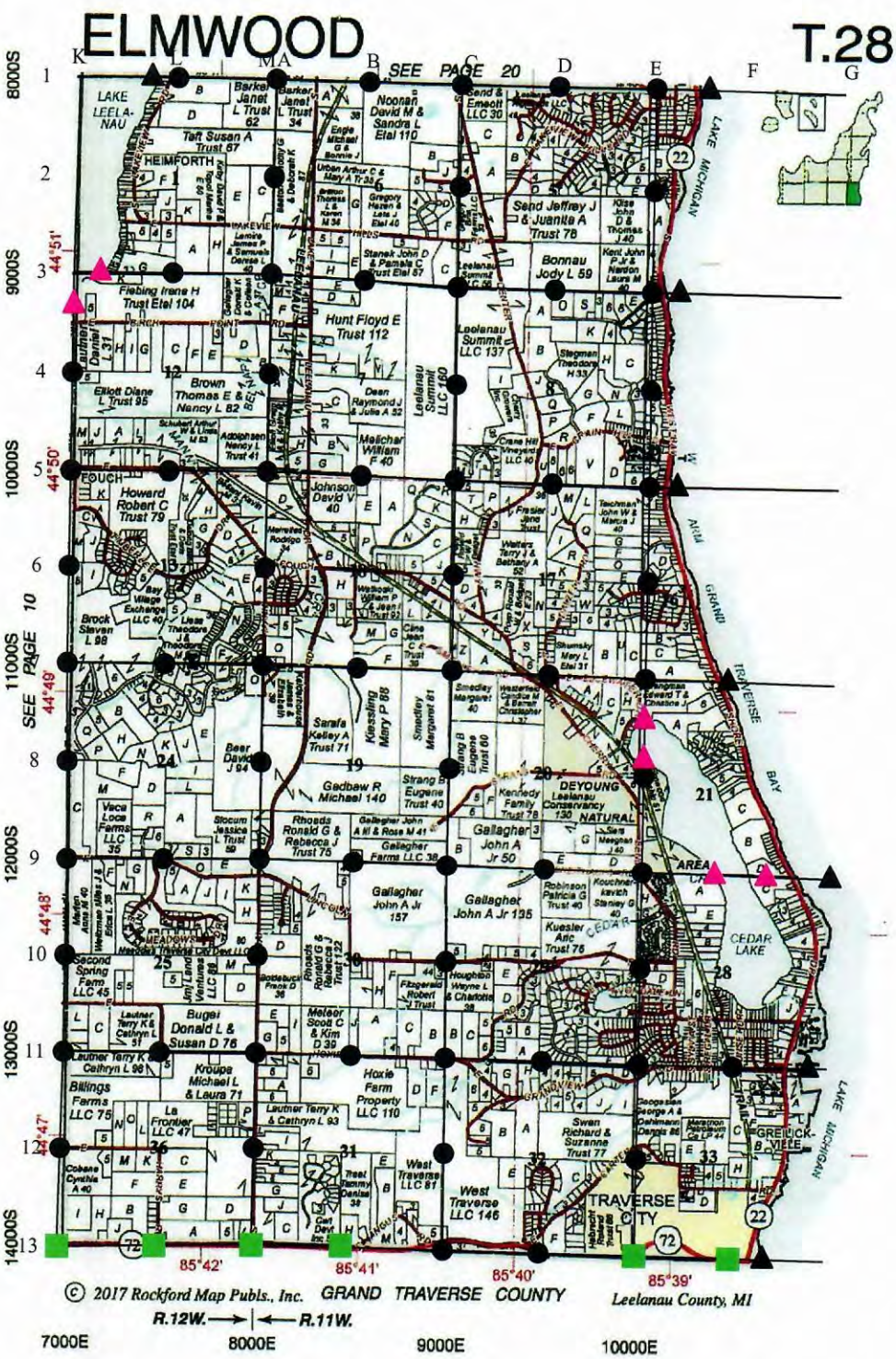
REMON CORNER COUNT NOTES

1. TOTAL # OF REMON CORNERS IN COUNTY PLAN =
1017 CORNERS DONE + 105 CORNERS TO BE DONE = 1122 CORNERS IN COUNTY PLAN

2. 4 ISLANDS – N.& S. MANITOU, N.&S. FOX – ARE NOT INCLUDED IN THIS COUNT.

LEELANAU COUNTY REMONUMENTATION PROGRAM
LEGEND FOR TOWNSHIP REMON MAPS

- PLS Section corner
  Remon monument completed
- PLS Corner - not Remon'd
- Closing section corner - not Remon'd
- Closing section corner - Remon monument completed
- Meander corner - not Remon'd
- Meander corner - Remon monument completed
- Meander corner - to be Remon'd

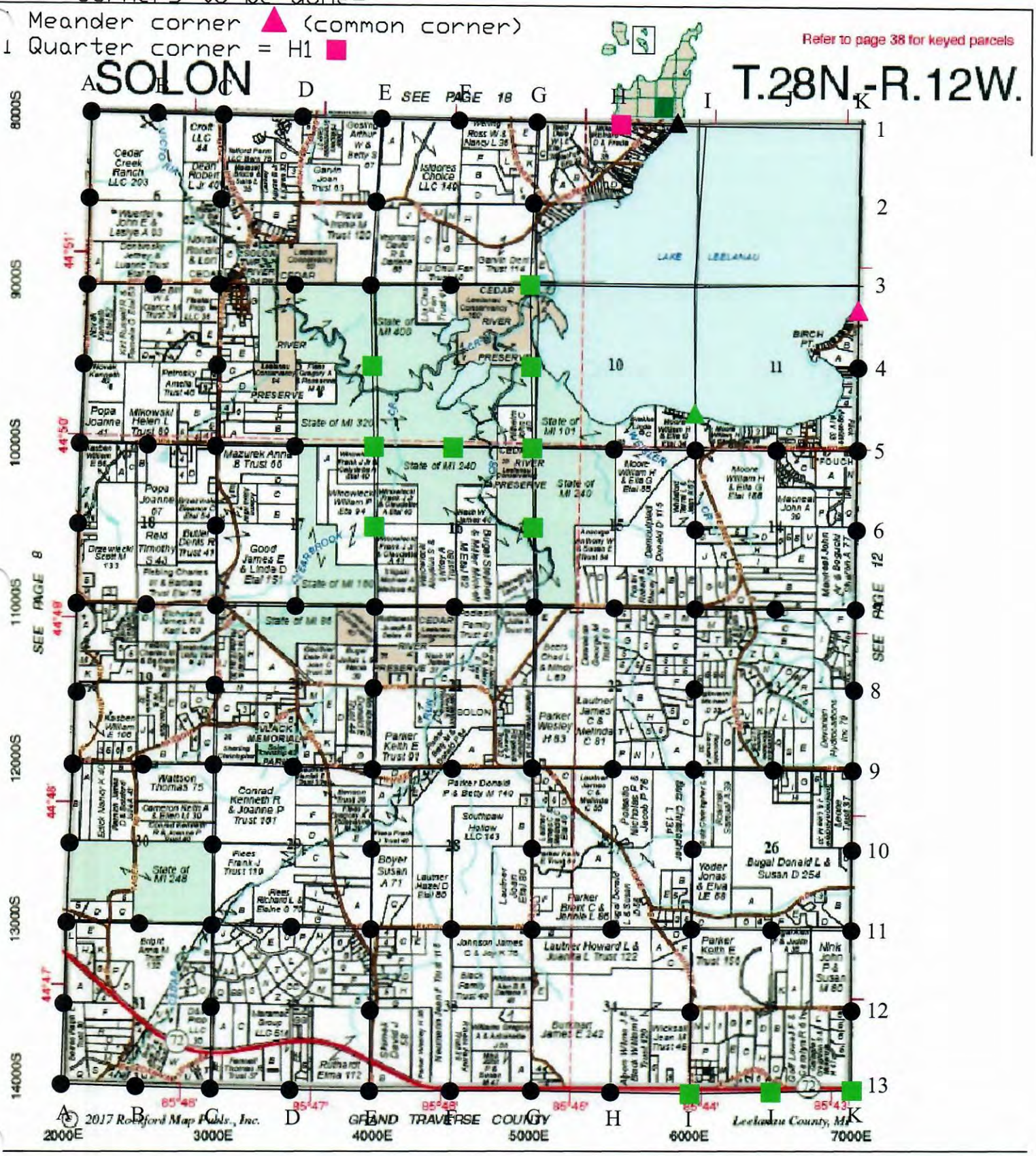


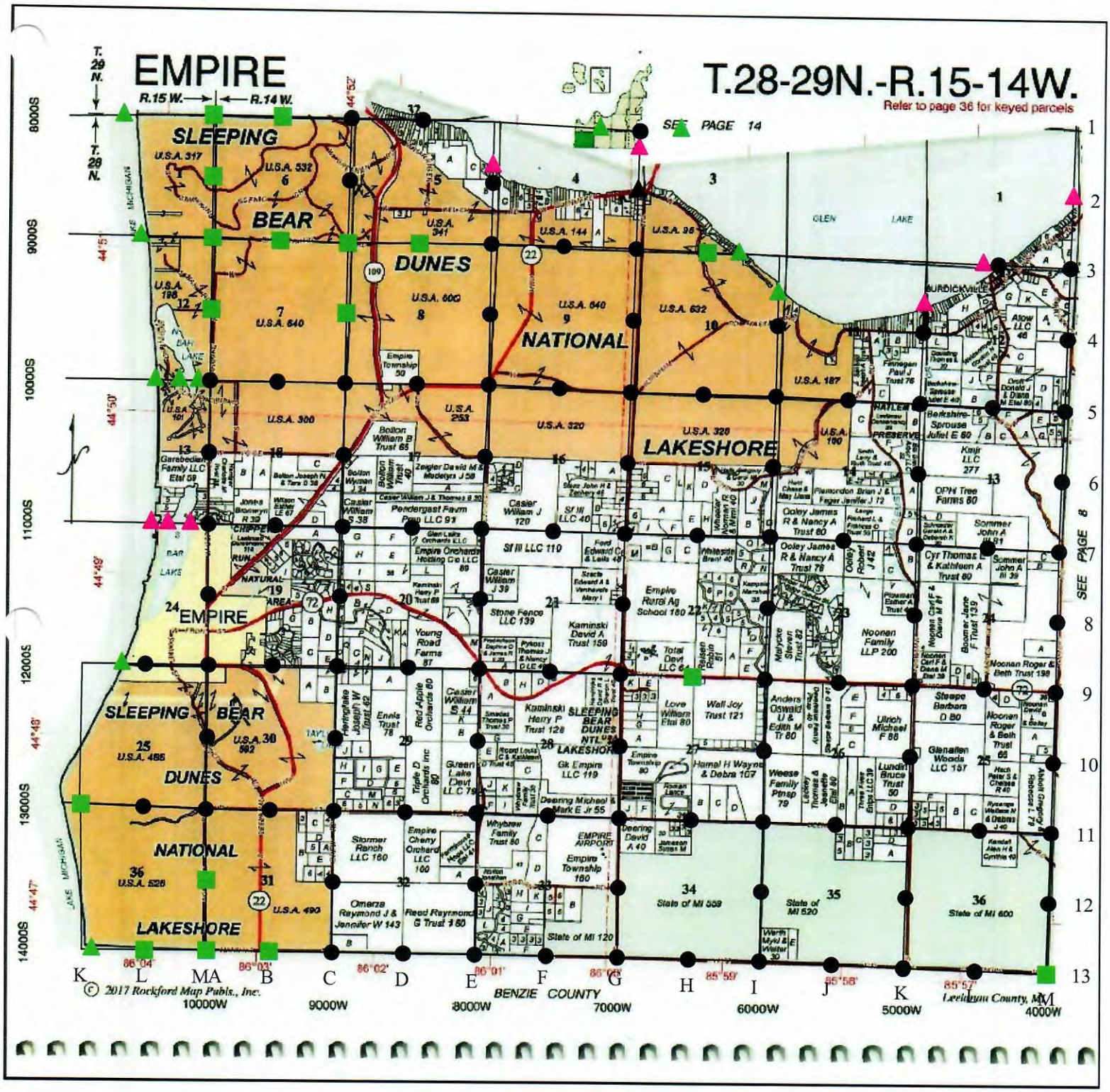
Corners to be done= ▲
6 Meander corners

Corners to be done=

Meander corner ▲ (common corner)

Quarter corner = H1 ■





Corners to be done = ▲
R14W = 4 Meander Corners 1 Common corner
R15W = 3 Meander Corners

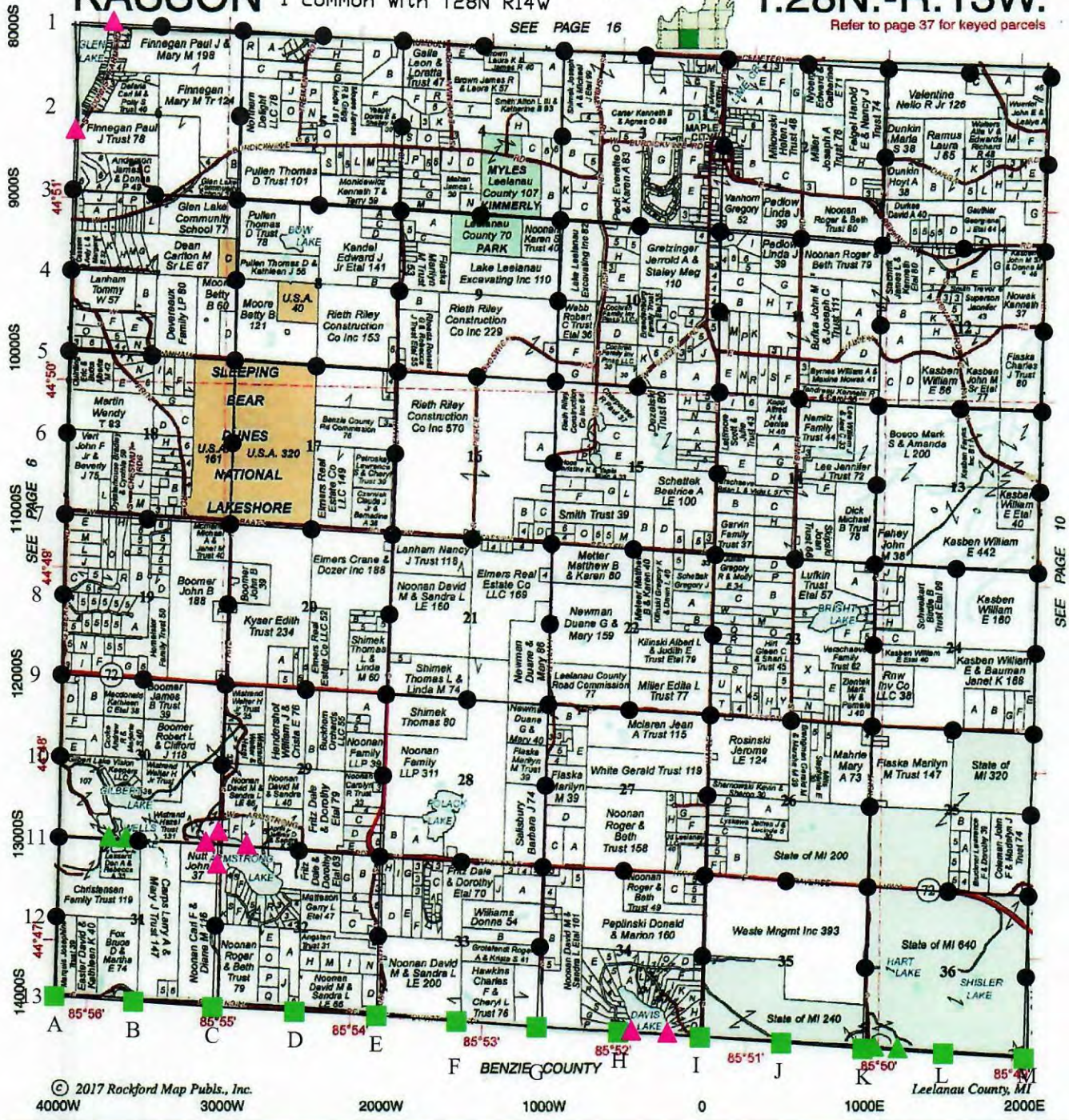
Corners to be done =
8 Meander corners
1 common w/Grand Traverse Co.
1 common with T28N R14W

KASSON

T.28N.-R.13W.

SEE PAGE 16

Refer to page 37 for keyed parcels



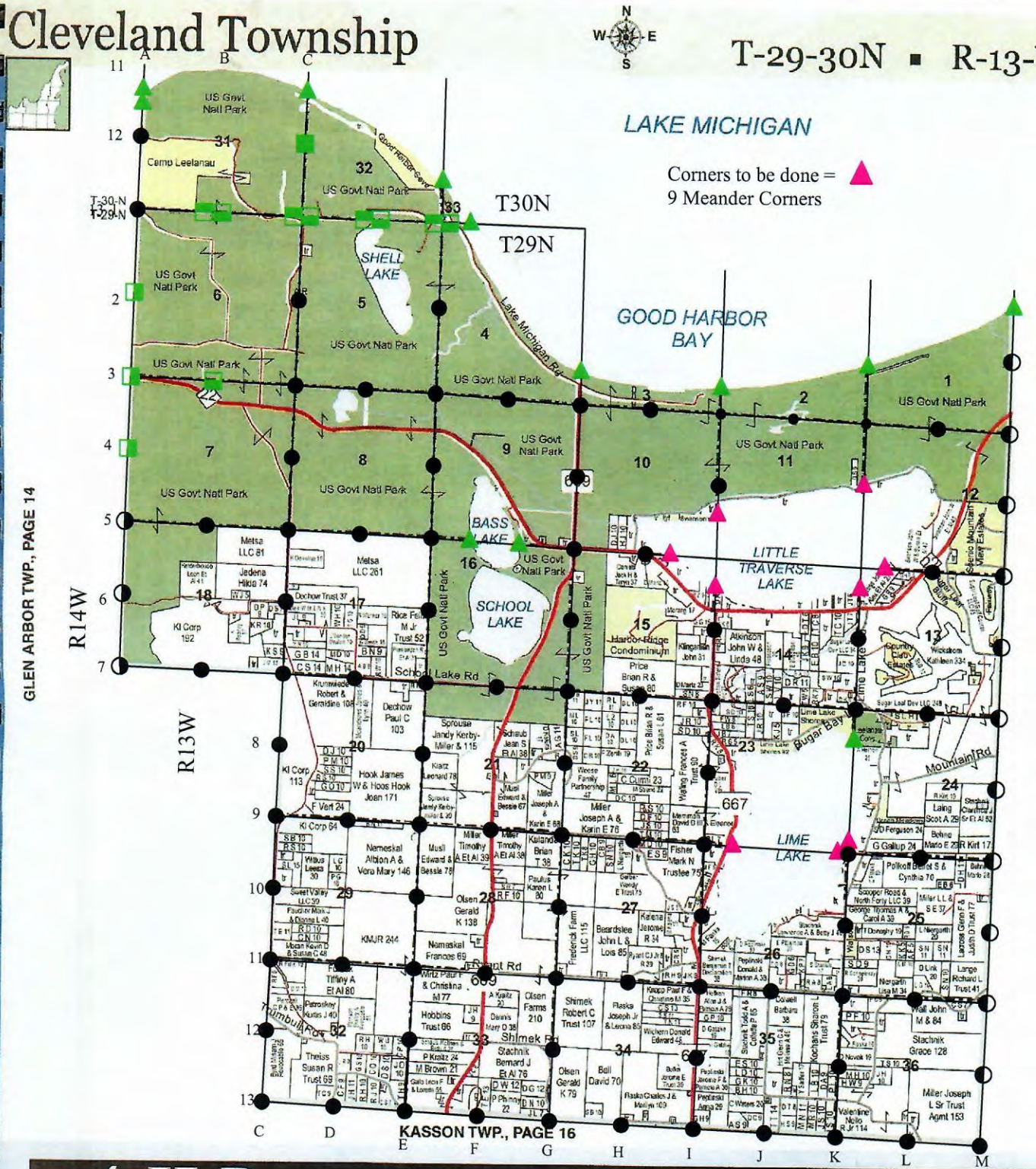
© 2017 Rockford Map Publs., Inc.

IB&Z WELL DRILLING CO.
(231) 228-5678
Fax (231) 228-5637
4" & Up Steel Wells
5" PVC Wells
Pump Sales & Service
Well Repair
National Water Well Assoc. · Certified Contractor
Mark Zientek • John Zientek
233 E. Kasson Rd., Maple City, Michigan 49664

Buyers & Sellers of Hardwood Logs, Lumber, Standing Timber, Bark & Sawdust
McCORMICK SAWMILL
www.mccormicksawmills.com
4431 E. Fountain Road · Box 300
Fountain, MI 49410
231-462-3917
Fax: 231-462-3980

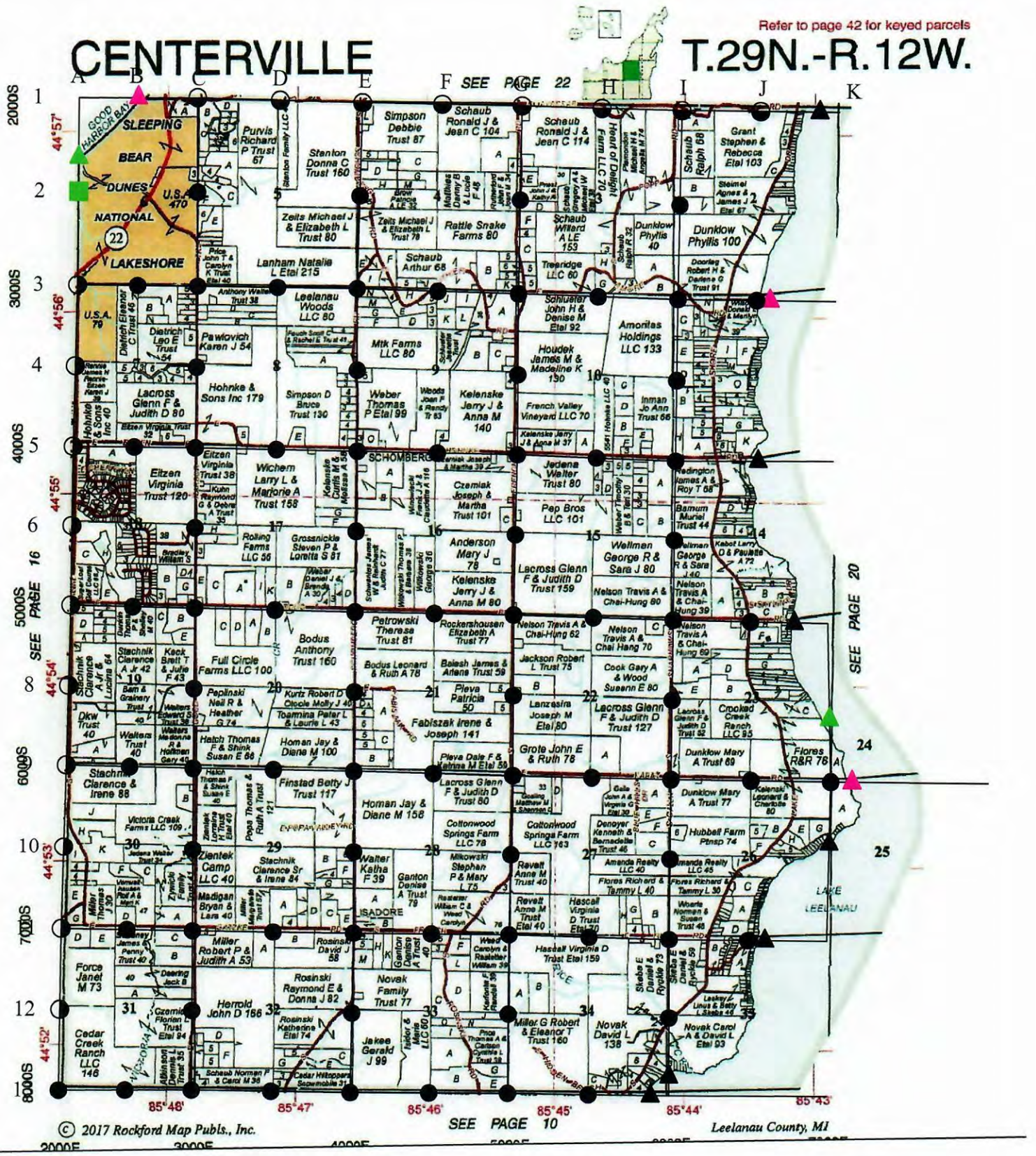
Cleveland Township

T-29-30N ▪ R-13-W

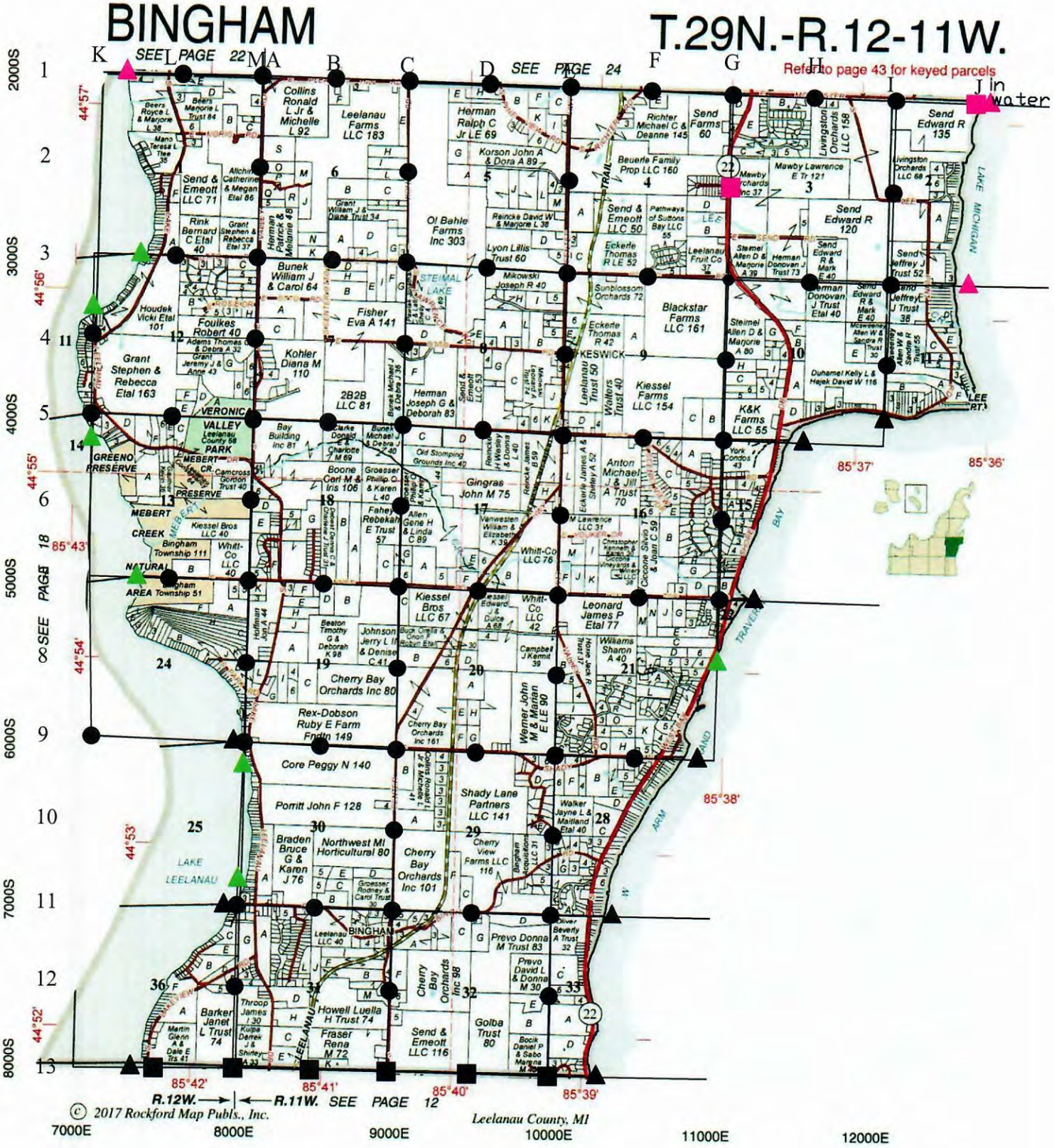


4-H Programs

Kids Club (after-school & summer programs) *Mentoring*
Exploration Days *Natural Helpers* *Snowmobile Safety*
Voices and Choices *Skiing & Snowboarding*
Guys' Group & Lots More!!



Corners to be done = ▲
3 Meander corners (1 Common corner)

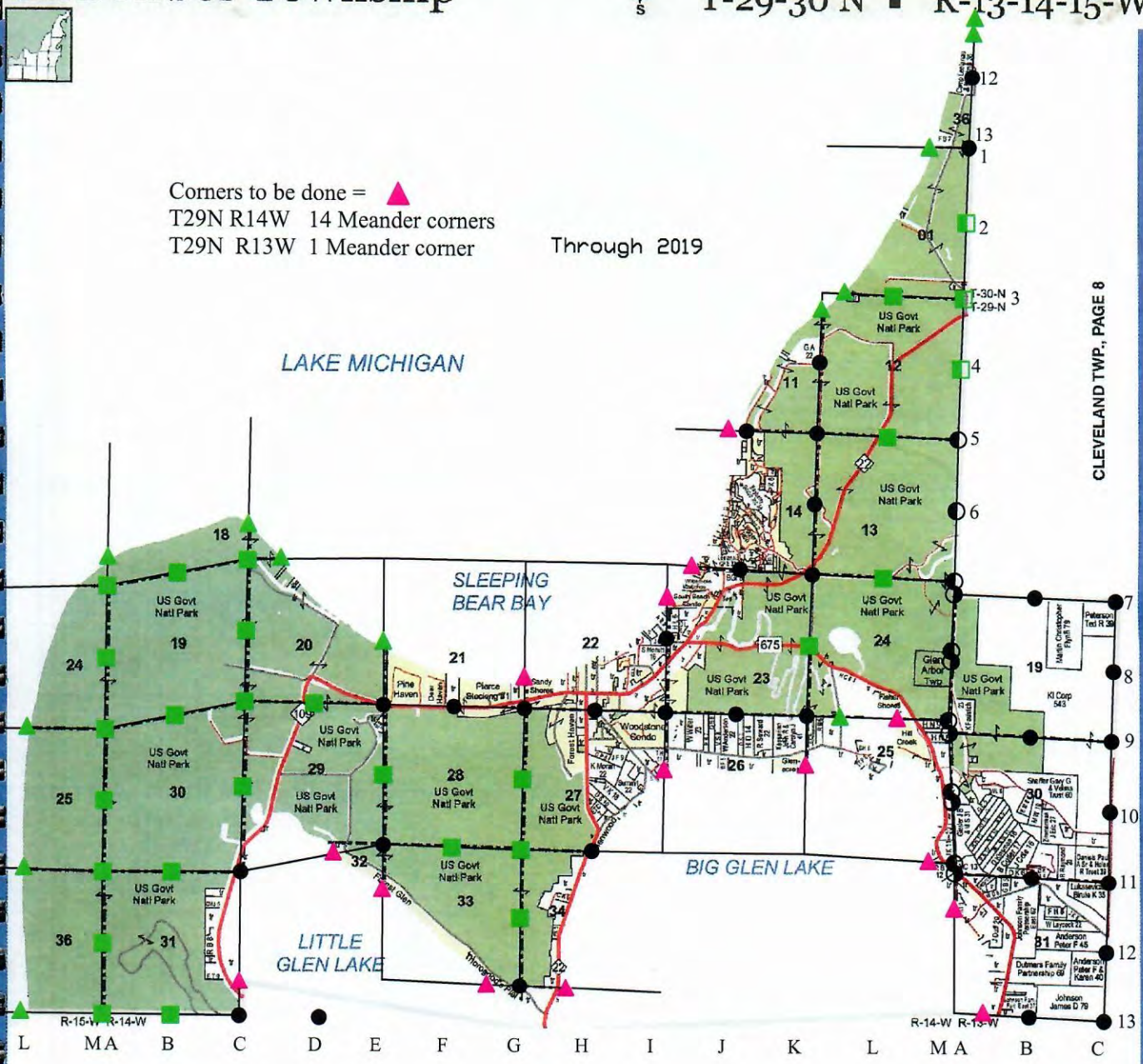

BINGHAM
T.29N.-R.12-11W.
Refer to page 43 for keyed parcels
J in water
SEE PAGE 22
SEE PAGE 24
SEE PAGE 18
SEE PAGE 12
R.12W.
R.11W.
© 2017 Rockford Map Publs., Inc.
Leelanau County, MI
LAKE LEELANAU
LAKE MICHIGAN
TRAVERSE BAY
BINGHAM
KESWICK
VERONICA
LEE
Cherry Bay Orchards Inc 80
Cherry Bay Orchards Inc 101
Cherry Bay Orchards Inc 98
Shady Lane Partners LLC 141
Blackstar Farms LLC 161
Kiessel Farms LLC 154
Leelanau Farms LLC 183
Northwest MI Horticultural 80
Rex-Dobson Ruby E Farm Fndtn 149
Core Peggy N 140
Porritt John F 128
Kiessel Bros LLC 67
Whitt-Co LLC 42
Whitt-Co LLC 76
Whitt-Co LLC 40
Ol Bahle Farms Inc 303
Fisher Eva A 141
Bunek William J & Carol 64
Kohler Diana M 110
2B2B LLC 81
Herman Joseph G & Deborah 83
Gingras John M 75
Leonard James P Etal 77
Weimer John M & Marian E LE 90
Prevo Donna M Trust 83
Prevo David L & Donna M 30
Golba Trust 80
Send & Emeott LLC 116
Howell Luella H Trust 74
Fraser Rena M 72
Barker Janet L Trust 74
Send & Emeott LLC 71
Send & Emeott LLC 50
Send Farms 60
Send Edward R 135
Send Edward R 120
K&K Farms LLC 55
Mawby Lawrence E Tr 121
Lyon Lillis Trust 60
Mikowski Joseph R 40
Herman Ralph C Jr LE 69
Korson John A & Dora A 89
Beuerle Family Prop LLC 160
Richter Michael C & Deanne 145
Livingston Orchards LLC 158
Livingston Orchards LLC 68
Sunblossom Orchards 72
Eckerle Thomas R 42
Eckerle Thomas R LE 52
Leelanau Fruit Co
Steimel Allen D & Marjorie A 39
Steimel Allen D & Marjorie A 80
Herman Donovan J Trust 73
Herman Donovan J Trust Etal 40
Send Edward R & Mark E 40
Send Jeffrey J Trust 52
Send Jeffrey J Trust 38
Duhamel Kelly L & Hajek David W 116
Anton Michael J & Jill A Trust 70
York Condos I
Leelanau Trust 50
Walters Trust 40
Old Stomping Grounds Inc 40
Boone Carl M & Iris 106
Groesser Phillip C & Karen L 40
Allen Gene H & Linda C 89
Fahey Rebekah E Trust 57
Vanwiesten William & Elizabeth K 39
M Lawrence LLC 31
Christopher Kenneth & Nicole & Vineyards & Wineries LLC
Ciccone Silvio T & Joan C 59
Johnson Jerry L II & Denise C 41
Beaton Timothy G & Deborah K 98
Buck Orella & Orion F & Robert Etal
Campbell J Kermit 39
Williams Sharon A 40
Walker Jayne L & Maitland Etal 40
Cherry View Farms LLC 116
Bingham Acquisitions LLC 31
Oliver Beverly A Trust 32
Braden Bruce G & Karen J 76
Groesser Rodney & Carol Trust 30
Leelanau LLC 40
Throop James I 30
Kulpa Derek J & Shirley A 33
Martin Glenn A & Dale E Trs 41
Bay Building Inc 81
Clarke Donald E & Charlotte M 69
Bunek Michael J & Debra J 40
Reincke James A & Shirley A 52
Reincke H Wesley & Donna L 40
Reincke James B 59
Send & Emeott LLC 53
Send Edward A Trust 74
Send Edward A Trust 75
Send Edward A Trust 76
Send Edward A Trust 77
Send Edward A Trust 78
Send Edward A Trust 79
Send Edward A Trust 80
Send Edward A Trust 81
Send Edward A Trust

Glen Arbor Township

T-29-30 N ▪ R-13-14-W

Corners to be done = ▲
T29N R14W 14 Meander corners
T29N R13W 1 Meander corner

Through 2019



ART'S TAVERN
GLEN ARBOR, MICHIGAN

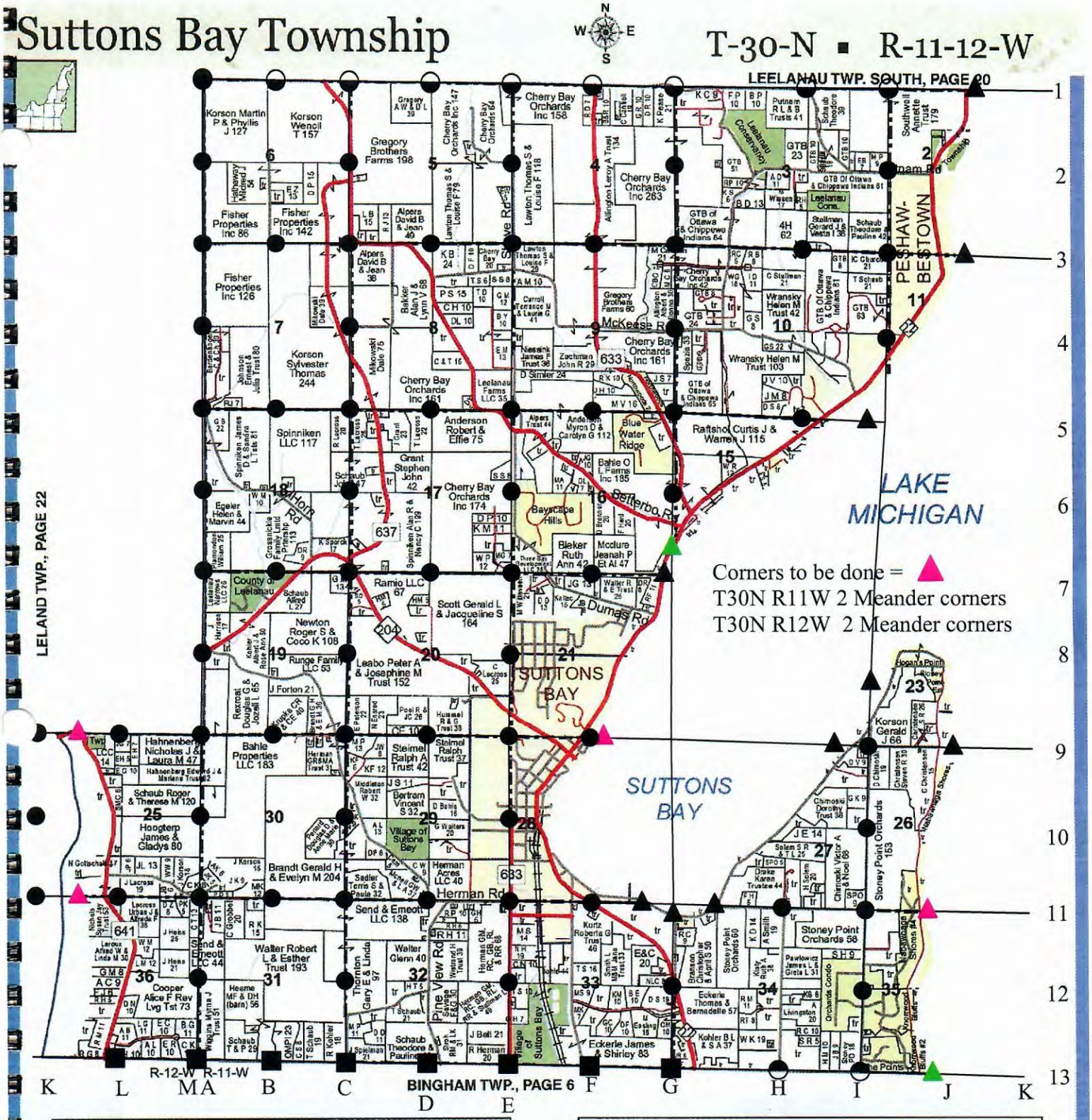
Tim Barr
Bonnie Nescot

6487 Western Avenue
P.O. Box 570
Glen Arbor, MI 49636
(231) 334-3754

Office: (231) 326-5275
Fax: (231) 326-5853

Suttons Bay Township

T-30-N ▪ R-11-12-W



CHERRY BAY ORCHARDS, INC.

Community Oriented Farming

2801 N Jacobson Rd.
Suttons Bay, MI 49682

Ph: (231) 271-8278
Fax: (231) 271-6263

Vicky Oltersdorf
Associate Broker

OLTERSDORF REALTY LLC

P: 231.271.7777 | F: 231.271.2222
vicky@oltersdorf.com | www.oltersdorf.com
100A S. Cedar Street, P.O. Box 578 | Suttons Bay, MI 49682

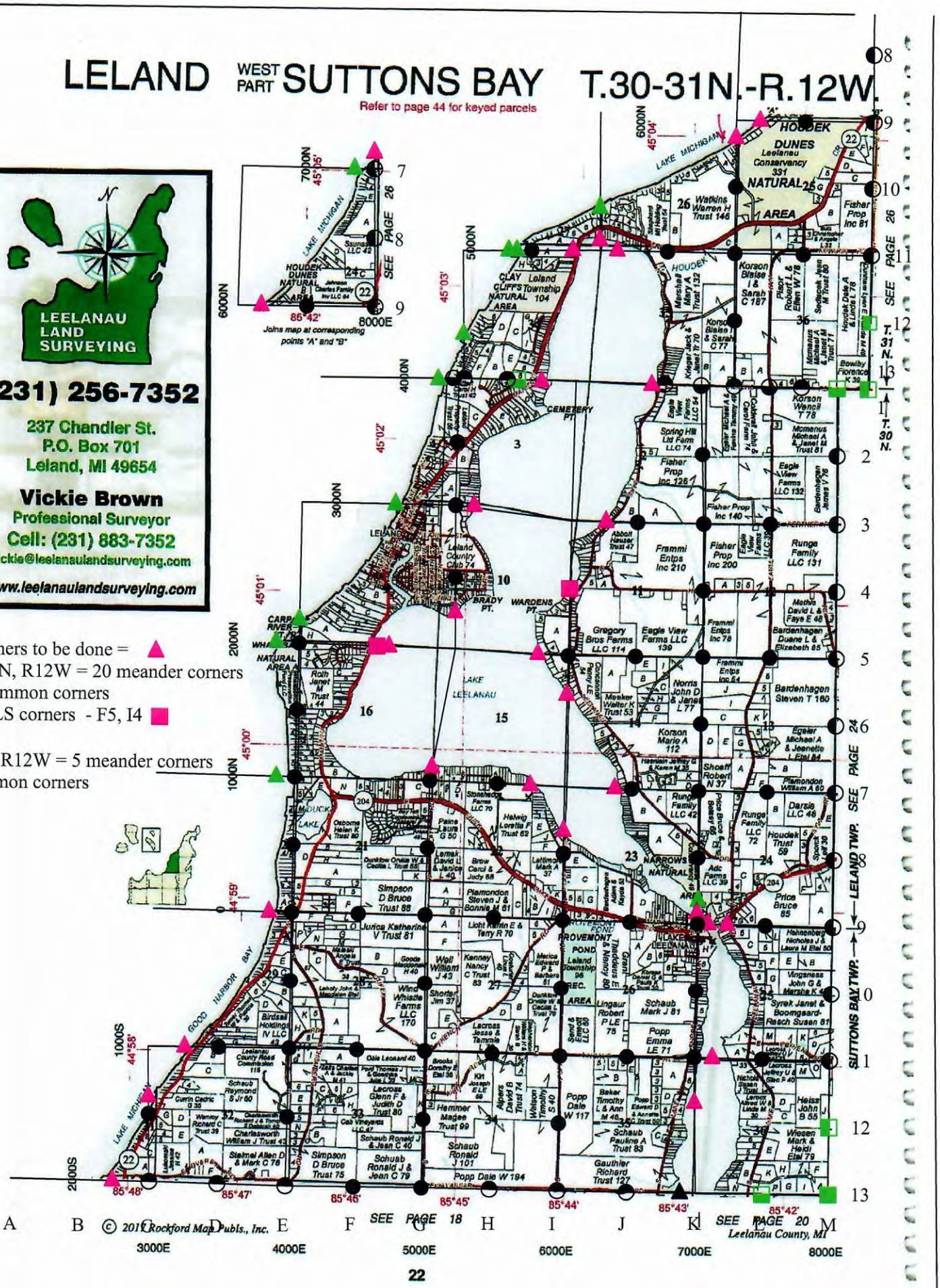
LELAND WEST PART SUTTONS BAY T.30-31N.-R.12W.

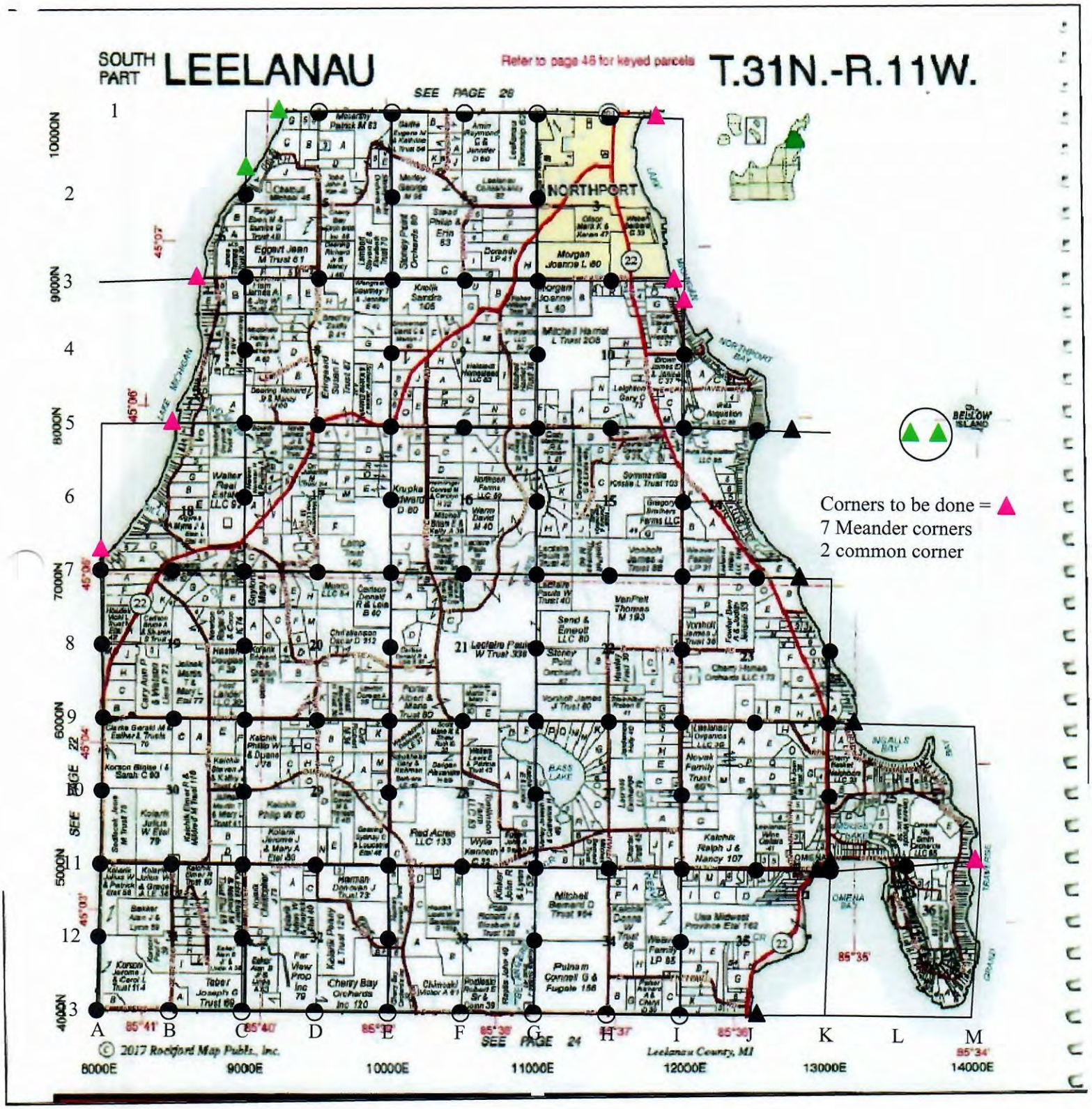
Refer to page 44 for keyed parcels

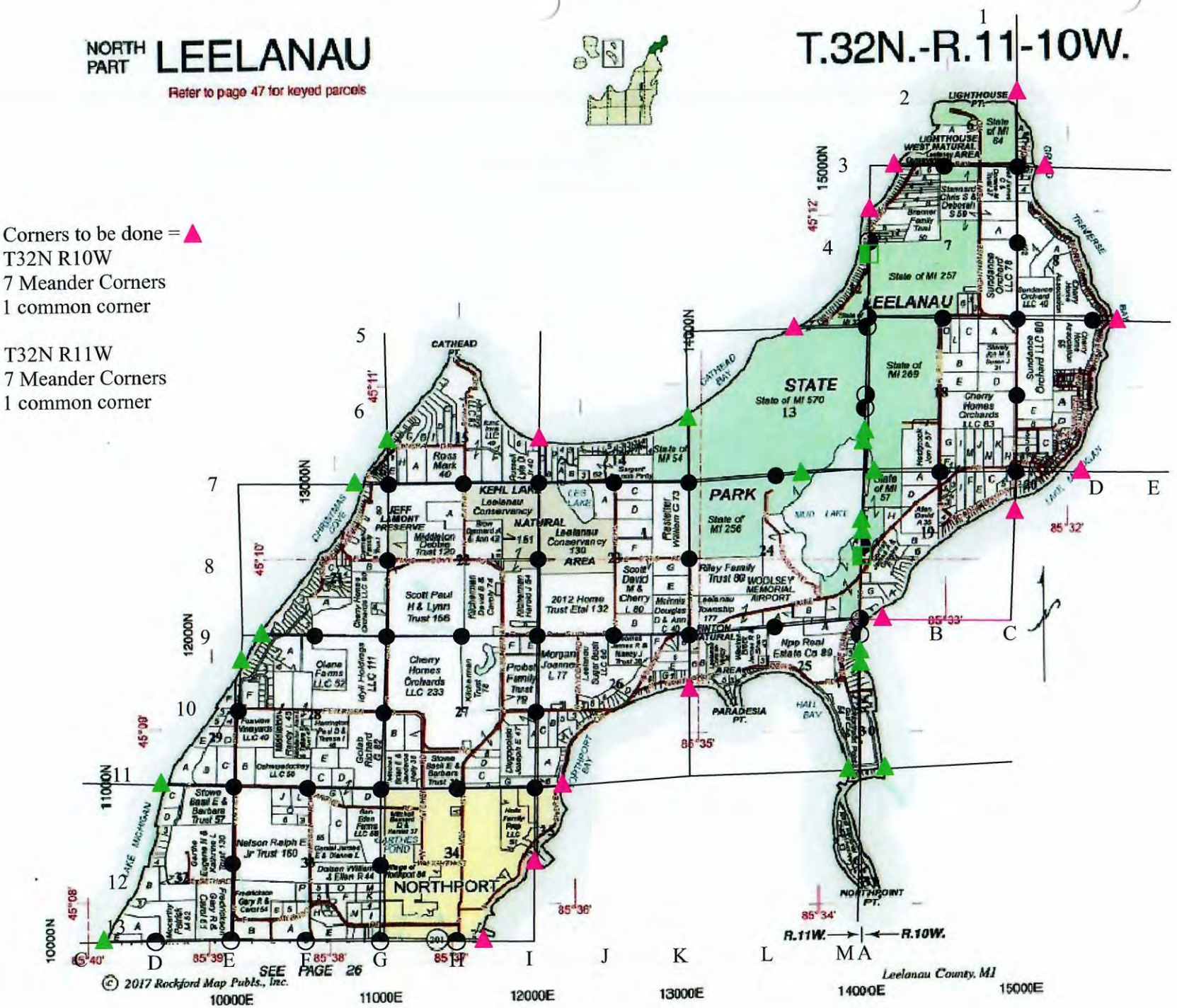
LEELANAU LAND SURVEYING
(231) 256-7352
237 Chandler St.
P.O. Box 701
Leland, MI 49654
Vickie Brown
Professional Surveyor
Cell: (231) 883-7352
vickie@leelanaulandsurveying.com
www.leelanaulandsurveying.com

Corners to be done = ▲
T30N, R12W = 20 meander corners
3 common corners
2 PLS corners - F5, I4 ■

T31N, R12W = 5 meander corners
2 common corners




SOUTH PART LEELANAU
Refer to page 46 for keyed parcels
T.31N.-R.11W.
SEE PAGE 26
NORTHPORT
Corners to be done = ▲
7 Meander corners
2 common corner
SEE PAGE 24
Leelanau County, MI
© 2017 Rockford Map Publishers, Inc.
8000E
9000E
10000E
11000E
12000E
13000E
14000E

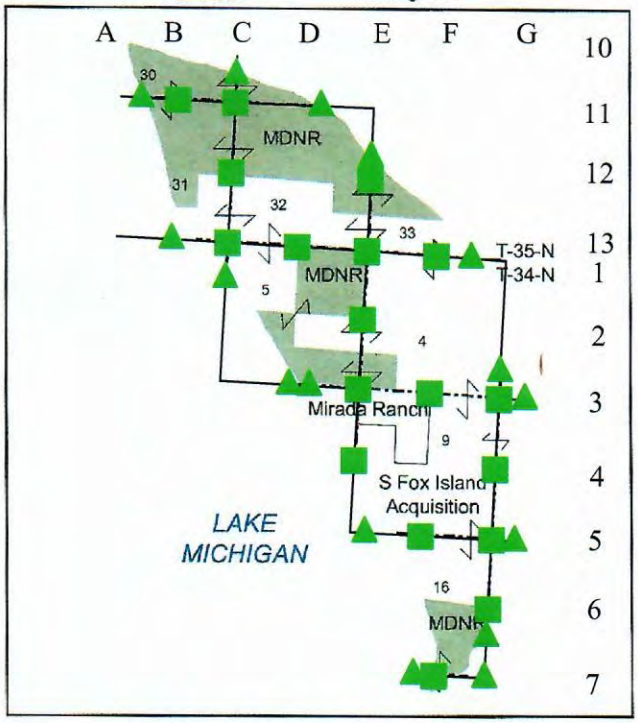

NORTH PART LEELANAU
Refer to page 47 for keyed parcels
T.32N.-R.11-10W.
Corners to be done = ▲
T32N R10W
7 Meander Corners
1 common corner
T32N R11W
7 Meander Corners
1 common corner
NORTHPORT
LEELANAU
PARK
STATE
PARADESIA PT.
NORTHPOINT PT.
LIGHTHOUSE PT.
CATHEAD PT.
WOOLSEY MEMORIAL AIRPORT
SEE PAGE 26
© 2017 Rockford Map Publs., Inc.
R.11W.
R.10W.
Leelanau County, MI
10000E
11000E
12000E
13000E
14000E
15000E

Island Maps

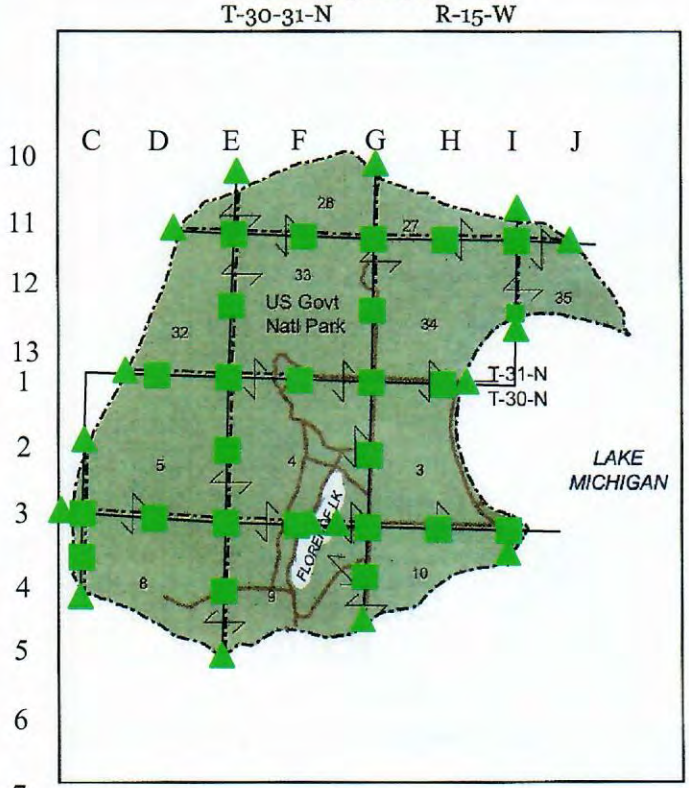
Corners on these islands to be done by request only.

North Fox Island Plat
T-35-N R-13-W

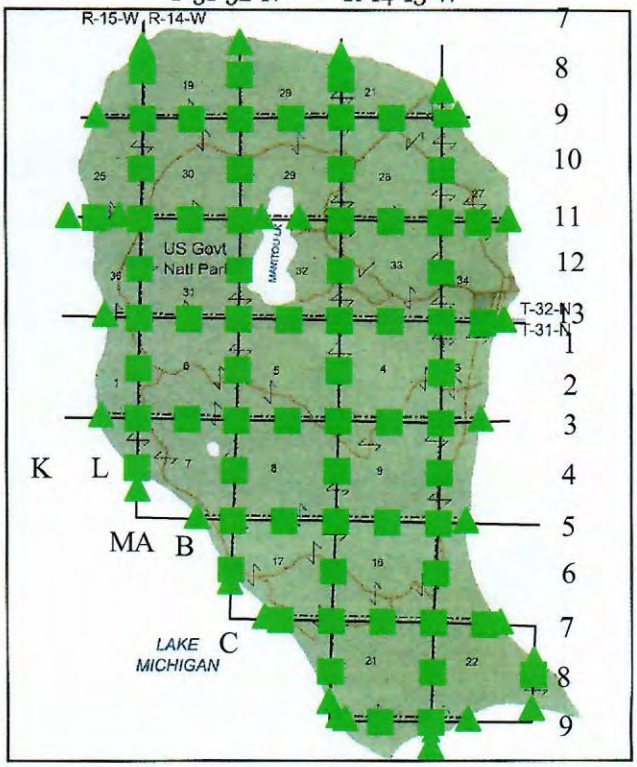
South Fox Island Plat
T-34-35-N R-13-W



South Manitou Island Plat
T-30-31-N R-15-W



North Manitou Island Plat
T-31-32-N R-14-15-W



EXECUTIVE DOCUMENT SUMMARY

Department: Equalization

Contact Person: Laurie Spencer

Telephone No.: 231-256-9823

Submittal Dates

☒ Executive Board: 06/09/2020

☒ Regular Session: 06/16/2020

Source Selection Method

☐ Select One

☒ Other: L-4029

VENDOR:

Address:

Phone:

Budgeted Amount: Contracted Amount:

Document Description

☐ Select One ☒ Other L-4029

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

The 2020 L-4029 Tax Rate Request must be completed and submitted to the Equalization Department to allow time to prepare summer tax bills due July 1st. The L-4029 must be signed by the Clerk and the Chairperson.

Suggested Recommendation: Motion: Approve a millage rate that does not exceed the maximum allowable millage levy (column 9) and place that millage rate in column 10 as the millage rate requested to be levied July 1 and return L-4029 to the Equalization Department.

Department Head Approval: Laurie Spencer Date: 4/23/2020

Michigan Department of Treasury
614 (Rev. 01-20)

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Department(s)
COPY TO: Each township or city clerk

L-4029

2020 Tax Rate Request (This form must be completed and submitted on or before September 30, 2020)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes	2020 Taxable Value of ALL Properties in the Unit as of 5-26-2020
Leelanau County	3,009,939,850
Local Government Unit Requesting Millage Levy	**For LOCAL School Districts: 2020 Taxable Value excluding Principal Residence, Qualified Agricutlural, Qualified Forest, Industrial Personal and Commercial Personal Properties.**
Leelanau County	

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2020 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2019 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2020 Current Year "Headlee" Millage Reduction Fraction	(7) 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Allocated	Oper	Nov-69	6.2000	3.4542	.9923	3.4276	1.0000	3.4276			Indefin

Prepared by	Telephone Number	Title of Preparer	Date
Laurie Spencer	231-256-9823	Equalization Director	

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

	Signature	Print Name	Date
☒ Clerk ☐ Secretary		Michelle L. Crocker	
☒ Chairperson ☐ President		William J. Bunek	

** Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.*

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2020 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Instructions For Completing
Form 614 (L-4029) *2020 Tax Rate Request,*
Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

Column 1: Source. Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

Column 2: Purpose of millage. Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2020 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

Column 3: Date of Election. Enter the month and year of the election for each millage authorized by direct voter approval.

Column 4: Millage Authorized. List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

Column 5: 2019 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The **2019** permanently reduced rate can be found in column 7 of the **2019** Form L-4029. For operating millage approved by the voters after April 30, 2019, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 6: Current Year Millage Reduction Fraction. List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2020 Millage Reduction Fraction Calculations Worksheet.* The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2020 and future years. This prevents any increase or "roll up" of millage rates. Use 1.0000 for new millage approved by the voters after April 30, 2020. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

Column 7: 2020 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. The number in column 7 is found by multiplying column 5 by column 6 on this 2020 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization). List the millage rollback fraction for 2020 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calulated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2020. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

Column 9: Maximum Allowable Millage Levy. Multiply column 7 (2020 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

Column 10/Column 11: Millage Requested to be Levied. Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2020. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004 regarding the change in the collection date of certain county taxes.

Column 12: Expiration Date of Millage. Enter the month and year on which the millage will expire.

EXECUTIVE DOCUMENT SUMMARY

Department: Emergency Mgt./911 Contact Person: Matt Ansorge Telephone No.: 231-256-8775	**Submittal Dates** ☑ Executive Board: 05/12/2020 ☐ Regular Session: _____
Source Selection Method ☐ Select One ☑ Other: n/a *Account Number (Funds to come from):* Fund 468.970.000	**VENDOR:** Radio North, LLC Address/ Phone: 995 E. Commerce Drive, Suite A Traverse City, MI 49685 (231) 929-2934

Budgeted Amount: $ 0.00 Contracted Amount: $ 248,920.00

Document Description

☑ 2% Allocation Request ☐ 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 expand the 800MHz Simulcast System to cover the entire north end of Leelanau County. This project will expand upon what is already in place on the Omena and Northport Towers and effectively tie in the Central and Peshawbestown Towers.

What is currently in place on the Omena and Northport Towers services our Fire & EMS personnel. As members of Leelanau Township Emergency Services will attest, the 800MHz Simulcast System in place on the Omena and Northport Towers has improved radio coverage dramatically. It is our intent to improve radio coverage within the area of the Tribal Reservation in the same way and increase the overall footprint of our 800MHz Simulcast System.

This project was discussed with Tribal Public Safety administration and other grant opportunities were explored. Pursuing the Tribal 2% Allocation funding will provide the greatest chance for completing this project in the shortest amount of time. The Leelanau County match would address the improvements to the Omena and Northport Tower sites. Funds will be transfered from Tower Fund 518 to Fund 468 Communications Capital Projects.

Suggested Recommendation: I recommend to the Leelanau County Board of Commissioners to approve the Department of Emergency Management to pursue Grand Traverse Band Tribal 2% funding in order to expand the 800MHz Simulcast System and improve radio communication ability throughout the north end of Leelanau County. If successful, funds will transfer from Tower Fund 518 to Fund 468 Communications Capital Projects

Department Head Approval: Matt Ansorge Digitally signed by Matt Ansorge Date: 2020.05.05 16:39:19 -04'00' Date: 05/05/2020

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

1. Allocation Cycle: X JUNE – New submission date, Postmarked by **MAY 31st**
   _____ DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**
2. Name of Applicant: Leelanau County Board of Commissioners
   Address: 8527 E. Government Center Drive, Suite 101
   Suttons Bay, MI 49682
   Phone #: (231) 256-9711 Fax #: (231) 256-0120
   Printed Name: William 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@co.leelanau.mi.us

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

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:	$ 136,840.00	Percent: 55 %
Local Leveraging: (Match)	$ 112,080.00	Percent: 45 %
Total Budget:	$ 248,920.00	Percent: 100 %

5. Target Population numbers:

(Indicate the number of GTB members)

X	Children	X	Adults	X	Elders
ALL	Total GTB member Community			X	Others

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 upgrade communication equipment on the Peshawbestown Tower. This project actually involves four (4) tower sites, with the most impact being on the Peshawbestown Tower. First Responders around the Tribal Reservation have always experienced difficulty with reliable radio communication and this upgrade addresses those needs. All First Responders in Leelanau County, Tribal Responders included, communicate on the State of Michigan 800MHz radio system. Since Leelanau County has such challenging topography, many areas experience gaps in coverage like the Tribal Reservation. The Leelanau County Board of Commissioners has agreed to implement extra equipment to supplement the State of Michigan system and enhance the radio coverage for our First Responders. This project will extend those same enhancements to the Tribal Reservation area and improve emergency communication and response within the Tribal Community.

Discussion has taken place between County and Tribal Public Safety. Both sides believe this is a needed and extremely important project. Pursuing 2% monies will provide the greatest opportunity for immediate implementation.

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 + (<u>$1,000, up to $1,500</u> 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.**

<u>Please note</u>: 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

<u>Please have the Parent Committee sign the attached Certification Form.</u>

(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 8/1/2020 Completion 11/1/2020

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:

8/1/2018 - 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:

N/A

_____

_____

12. If the previous project has been completed, did you submit your 2% report? X 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, <u>your current application will not be considered!</u> 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 increase the ability of all County Emergency Services personnel to respond safely and effectively to emergencies in and around the Casino.

14. How will the success of the project be assessed (evaluation plan)? GTB Fire Chief Fairchild will be the greatest indicator for success of the project. Improved communications will ensure his staff receive initial emergency notifications without relying on redundancies.

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

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

<u>IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:</u>

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**:**
   - **<u>If for June cycle, postmarked by May 31st.</u>**
   - **<u>If for December cycle, postmarked by November 30th.</u>**

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.

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
Print Name	Sign Name	Date

LEELANAU COUNTY
OFFICE OF EMERGENCY MANAGEMENT/9-1-1
8525 E. Government Center Drive Suttons Bay, MI 49682 Phone (231) 256-8775 Fax (231) 256-8701

April 22, 2020

Grand Traverse Band of Ottawa and Chippewa Indians
2605 N. West Bay Shore Drive
Peshawbestown, MI 49682

800MHz Simulcast System Equipment Upgrade

INTENT

To improve the communication ability of Leelanau County and Grand Traverse Band Emergency Services personnel on the State of Michigan MPSCS 800MHz radio system.

SCOPE

This project will extend the existing 800MHz Simulcast System supplementing the MPSCS system throughout the northern end of Leelanau County; Leelanau Township, Leland Township, Suttons Bay Township, and the Grand Traverse Band Tribal Reservation.

EQUIPMENT AND SERVICES

Item(s)	Description	Tower(s)	Price
1	FCC Licensing 800MHz Channels	Peshawbestown	$2,200.00
2	FCC Licensing Microwave Paths	Peshawbestown	$1,900.00
1	Microwave Link	Omena Central	$22,600.00
1	Microwave Link	Peshawbestown Omena	$18,500.00
2	(2) 800MHz Simulcast Repeaters and antennas for Law Enforcement	Northport Omena	$81,630.00
3	(2) 800MHz Simulcast Repeaters and antennas for Fire & EMS and Law Enforcement, (1) Tower Top Amplifier	Peshawbestown	$88,540.00
1	800MHz Equipment Installation	Peshawbestown	$24,450.00
1	800MHz Equipment Installation	Omena Northport	$7,850.00
1	Train The Trainer Classes for Operations	Peshawbestown	$1,250.00
		Total Grand Traverse Band:	**$136,840.00**
		Total Leelanau County:	**$112,080.00**
		Total Not To Exceed:	**$248,920.00**

Reset Form

EXECUTIVE DOCUMENT SUMMARY

Print/Save

Department: Planning/Comm. Development Contact Person: Trudy Galla, Director Telephone No.: 231-256-9812	**Submittal Dates** ☑ Executive Board: 05/12/2020 ☑ Regular Session: 05/19/2020
Source Selection Method ☐ Select One ☐ Other: _____	**VENDOR**: _____ Address: _____ Phone: _____

Budgeted Amount: $ 10,000.00 Contracted Amount: _____

Document Description

☑ 2% Allocation Request ☐ Other _____

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

This request is for submittal of a 2% application for housing rehabilitation funds to assist the Leelanau County Housing Rehabilitation Program. The request for $10,000 would be matched with $10,000 of loan repayment funds to complete an estimated 2-6 rehab projects. The number of projects will depend on the size and scope of the requested work. All applicants must be at or below 80% Area Median Income (AMI) and repairs must be completed on a primary residence (no rentals or secondary homes). Low income loans would be put in place for those assisted with these funds and repayment would go back into the housing program.

Suggested Recommendation: Motion to approve submittal of a 2% allocation request for Housing Rehabilitation Funds in the amount of $10,000.

Department Head Approval: Trudy J Galla Date: 05/04/2020

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

1. Allocation Cycle: X JUNE – New submission date, Postmarked by **MAY 31st**
   _____ DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**
2. Name of Applicant: Leelanau County Planning & Community Development
   Address: 8527 E. Government Center Dr. Suttons Bay MI 49682
   Phone #: 231-256-9812 Fax #: 231-256-0174
   Printed Name: William 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@co.leelanau.mi.us

   Printed Name of contact person: Trudy Galla, Planning Director
   Telephone #: 231-256-9812 Fax #: 231-256-0174
   E-mail address: tgalla@co.leelanau.mi.us
3. Type of Applicant:
   X Local Government _____ Local Court
   _____ Township X 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:	$ 10,000	Percent: 50 %
Local Leveraging: (Match)	$ 10,000	Percent: 50 %
Total Budget:	$ 20,000	Percent: 100 %

5. Target Population numbers: (Indicate the number of GTB members)

X_____ Children X_____ Adults X_____ Elders

X_____ Total GTB member Community X_____ Others

6. Counties Impacted:

_____ Antrim _____ Benzie _____ Charlevoix

_____ Grand Traverse X Leelanau _____ Manistee

7. Brief Description (purpose of funding); include statement of need:

The purpose of this request is for funding to supplement the county's very popular 'Housing Rehabilitation Program'. Since 1993, the county has offered assistance to homeowner's who qualify for housing rehabilitation (rehab). The program is for homeowner's who reside in the home year-round and are at 80% or less of the Area Median Income (AMI). The County is requesting 2% funds because it has allocated all of its money from the last of the grant awards from Michigan State Housing Development Authority (MSHDA) for home rehabilitation. (MSHDA does not have funds dedicated to future home rehabilitation).

The County requested $10,000 of 2% allocation funds in November of 2018 to assist with housing projects and that was approved by the Grand Traverse Band of Ottawa and Chippewa Indians. Those funds were put into housing projects for low income homeowners. The county is requesting another $10,000 which will be matched with $10,000 of remaining housing funds for rehab projects. The need for rehab work for low and moderate income households in the county is great. We currently have several people on a waiting list and some of the most requested rehab work is for: heating, roofing, windows, insulation, well/septic. Rehab projects may range from $10,000 - $14,000 with smaller projects (such as a furnace) costing $3,000-$5,000.

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 + (<u>$1,000, up to $1,500</u> 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.**

<u>Please note</u>: 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

<u>Please have the Parent Committee sign the attached Certification Form.</u>

(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 <u>June 2020</u> Completion <u>June 2021</u>

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:

December 2018	-	June 2020	and amounts:	$10,000
December 2010	-	June 2011	and amounts:	$20,000
December 2007	-	June 2008	and amounts:	$10,495
June 2006	-	December 2007	and amounts:	$18,000
December 2005	-	December 2007	and amounts:	$16,900
June 2005	-	December 2006	and amounts:	$34,500
December 2003	-	June 2004	and amounts:	$ 8,000
December 2003	-	June 2004	and amounts:	$20,000
June 2001	-	December 2002	and amounts:	$27,500
December 2000	-	June 2001	and amounts:	$10,000
December 1999	-	June 2000	and amounts:	$ 7,200

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

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

Leelanau County Planning & Community Development has a waiting list of applicants seeking rehab work on their homes. These homeowner's typically do not qualify for a home equity mortgage, yet they have a great need for repairs to improve the health and safety of the living conditions for the occupants. Many of them have young children in the homes. We have very low funds and need additional funding to help more homeowner's. The requested amount of $10,000 will provide necessary dollars and will assist with the costs of such rehab work as: furnace, well, plumbing, hot water heater, etc. The need for these housing improvements will be even greater given the number of unemployed residents and the recent loss of income due to COVID-19.

12. If the previous project has been completed, did you submit your 2% report? ___X___ 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 doesn't appear to have a direct impact on the housing rehab program.

14. How will the success of the project be assessed (evaluation plan)? Success of the project will be measured by the number of homeowner's we are able to assist with housing rehab work. Requested funds will help us reach more homeowners.

15. If new staff is required, will preference be given to Native American applicants?
_____ YES _____ NO
The County's Equal Employment Opportunity policy will be followed for any new staff hires.

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**:**

- **<u>If for June cycle, postmarked by May 31st.</u>**
- **<u>If for December cycle, postmarked by November 30th.</u>**

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.

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
Print Name	Sign Name	Date

2% Request
Leelanau County Housing Rehabilitation Program

Proposed Budget

Activity	Leelanau County Housing Funds	REQUESTED FUNDS 2%
Review applications for housing rehabilitation, confirm eligibility of homeowners, work with selected contractors and homeowners on necessary repairs, and completion of project. **Copies, paperwork, phone calls/emails conducted by Housing Manager.**	$3,000	**$2,000**
Rehab: **Contractual costs for homeowner rehabilitation projects – windows, well, roofing, furnace, hot water heater, electrical/plumbing, etc.**	$7,000	**$8,000**
TOTALS	$10,000	**$10,000**

EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff Contact Person: Mike Borkovich Telephone No.: 256-8800	**Submittal Dates** ☑ Executive Board: 05/12/2020 ☐ Regular Session:
Source Selection Method ☐ Bid Select One ☐ Other: *Account Number (Funds to come from):*	**VENDOR:** Address/ Phone:

Budgeted Amount: _____ Contracted Amount: $25,000.00

Document Description

☑ Grant Application ☐ Other _____

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

The Sheriff's Office requests the Board of Commissioners to forward to the Grand Traverse Band of Ottawa and Chippewa Indians a 2% grant request for the June, 2020 cycle. This request is for $25,000 to be placed in a fund to help purchase a Great Lakes capable Patrol Boat. The intent is to use this funding along with other source funding to eventually purchase a watercraft capable of patrolling and responding to water emergencies on the Great Lakes waters that surround the Leelanau Peninsula.

Suggested Recommendation:

Department Head Approval: _____ Date: 04/29/2020

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

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

2. Name of Applicant: Leelanau County Sheriff's Office
   Address: 8525 E Government Center Dr.
   Suttons Bay, MI 49682
   Phone #: 231-256-8800 Fax #: 231-256-2611
   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@co.leelanau.mi.us

   Printed Name of contact person: Sheriff Mike Borkovich
   Telephone #: 231-256-8800 Fax #: 231-256-2611
   E-mail address: mborkovich@co.leelanau.mi.us

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

4. Fiscal Data:

Amount Requested:	$ 25,000	Percent: 100 %
Local Leveraging: (Match)	$	Percent: %
Total Budget:	$ 25,000	Percent: 100 %

5. Target Population numbers: (Indicate the number of GTB members)

X Children X Adults X Elders

X Total GTB member Community X Others

6. Counties Impacted:

_____ Antrim _____ Benzie _____ Charlevoix

_____ Grand Traverse X Leelanau _____ Manistee

7. Brief Description (purpose of funding); include statement of need:

The Sheriff's Office is requesting $25,000 to build a funding mechanism to eventually purchase a Great Lakes Patrol Boat. The Leelanau County Sheriff's Office responds to emergency situations on the waters of Lake Michigan including Grand Traverse Bay. Having a watercraft capable of navigating the waters of the Great Lakes in all types of weather conditions would enhance the safety of emergency personnel and facilitate effective and efficient response for both rescue and law enforcement operations.

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 June 2020 Completion June 2022

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:

August 2013 - January 2014 and amounts: $15,000.00

March 2014 - June 2014 and amounts: $29,205.00

August 2014 - September 2014 and amounts: $6,277.68

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? X 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, <u>your current application will not be considered!</u> 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 requested funds will assist the Sheriff's Office in aquiring a watercraft to provide services to the Tribal Community and visitors to the area while recreating on Lake Michigan.

14. How will the success of the project be assessed (evaluation plan)? Success will be measured by more efficient response to emergency situations and the ability to get to people in need quickly.

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

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

<u>IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:</u>

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:
   - **<u>If for June cycle, postmarked by May 31st.</u>**
   - **<u>If for December cycle, postmarked by November 30th.</u>**

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.

LEELANAU COUNTY SHERIFF'S OFFICE

MIKE BORKOVICH
Sheriff
STEVE MORGAN
Undersheriff

8525 E. Government Center Drive
Suttons Bay, Michigan 49682
Office (231) 256-8800 Fax (231) 256-8611
Toll Free 1-877-256-6911

LT. TODD ROUSH
Corrections
LT. JAMES KIESSEL
Law Enforcement

June 2020 2% Grant Proposed Budget

Item	Cost	Quantity	Total
Cash Funding	**$ 25,000**		**$25,000**
	Total Cost		**$25,000.00**

Our staff is dedicated to making our county a safe place in which to live, work, play and raise our families!

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.

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