

BOARD OF COMMISSIONERS MEETING

William J. Bunek, Chairman

NOTICE OF MEETING

The Executive Board Session of the Leelanau County Board of Commissioners will be held on Tuesday, June 8, 2021, at 9:00 a.m., in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan
(Please silence any unnecessary cellular/electronic devices)

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

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

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

TENTATIVE AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE

ROLL CALL

APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS

PUBLIC COMMENT

COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:

PAGE #

- Administrator Update
- Northwest Michigan Community Action Agency Update 2-6

ACTION ITEMS

1. Dennis Muth, Peterson McGregor & Associates –
 - a. Workers Compensation Update. 7-12
 - b. Workers Compensation Renewal Agreement, Accident Fund. 13-31
2. Probate/Family Court – Approval of Annual Child Care Fund Plan and Budget. 32-47
3. Emergency Management – Approval of Hazardous Materials Emergency Preparedness Grant Application. 48-49
4. Planning/Community Development – Update on Potential Housing Partnership with Habitat For Humanity. 50-52
5. Tuition Reimbursement Requests –
 - a. LCSO Corrections Sergeant Jennifer Hull. 53-54
 - b. Building Safety Administrative Secretary Molly Steck. 55-59
6. Equalization –
 - a. Approval of 2021 L-4029. 60-76
 - b. Proposed Staff Restructuring. 77-89
7. Senior Services Advisory Committee Recommendations. 90-91
8. Maintenance – Proposed Pump Replacement, Sewer Plant.
9. County Public History Project – Potential Letter of Support, *Commissioner Wessell*.
10. Administration –
 - a. American Rescue Plan Update.
 - b. 2022 Budget Process and Timeline.
 - c. Lake Leelanau Preservation Board Update.
 - d. Potential Committee of the Whole Meeting Dates.
11. 2020 Audit Report – Steve Peacock, Principal, Rehmann, *under separate cover*.

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

Northwest Michigan Community Action Agency

- Established 1974
- Serving 10-county region of Northwest Michigan
- One of 28 CAAs serving Michigan and over 1,000 serving the U.S.
- Dedicated to reducing the causes and conditions of poverty in Northwest Michigan

Strengthening our communities by empowering people to overcome barriers, build connections and improve quality of life



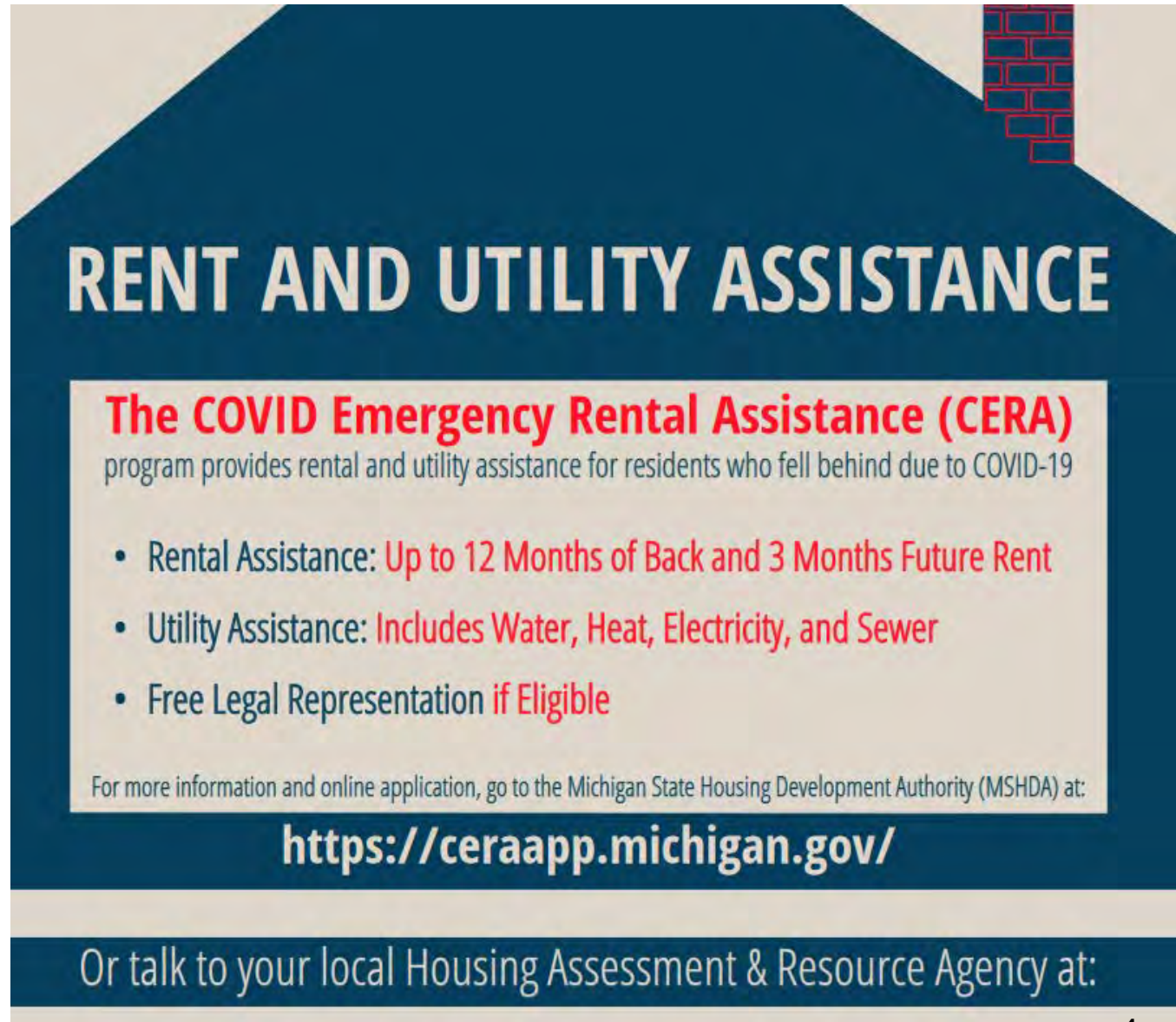
Leelanau County

- Population / Households: 21,652 / 9,139
- Percentage of households below Federal Poverty Level: 6%
(*State Avg. 13%*)
- ALICE (Asset Limited, Income Constrained, Employed): 37 %
(*State Avg. 25%*)
- 43% of Households in Leelanau County fall below the ALICE threshold
- Youngest group (under 25) is more likely to be in poverty
- Youngest (under 25) and Oldest groups (65 & older) more likely to be ALICE

*2019 United Way ALICE Report
www.unitedforalice.org/

Coronavirus Emergency Rental Assistance Program (CERA)

- Renter households that have incomes less than 80% of Area Median Income (AMI)
- Apply using the secure online application portal



RENT AND UTILITY ASSISTANCE

The COVID Emergency Rental Assistance (CERA)
program provides rental and utility assistance for residents who fell behind due to COVID-19

- Rental Assistance: **Up to 12 Months of Back and 3 Months Future Rent**
- Utility Assistance: **Includes Water, Heat, Electricity, and Sewer**
- Free Legal Representation **if Eligible**

For more information and online application, go to the Michigan State Housing Development Authority (MSHDA) at:

<https://ceraapp.michigan.gov/>

Or talk to your local Housing Assessment & Resource Agency at:



Keeping people feed

Meals On Wheels

- 15,601 Home Delivered Meals
- 5, 150 Congregate Meals

Commodity Supplemental Food Program

- 673 food boxes delivered

The Emergency Food Assistance Program

- 195 food boxes delivered

Leelanau Christian Neighbors

7322 E. Duck Lake Road

3rd Tuesday of November, March, June, September

12:00 pm -1:00 pm

**Numbers represent service 10/1/20 through the week of 5/10/21*





Program Areas

Financial Management Services

Homeless Prevention

Weatherization & Home Repairs

Food & Nutritional Services

Early Childhood Programs

Helping People, Changing Lives

Visit Our Website

www.nmcaa.net



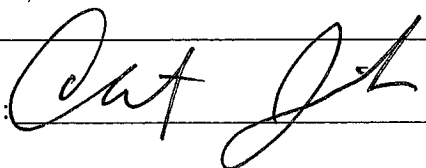
EXECUTIVE DOCUMENT SUMMARY

Department: <u>Board of Commissioners</u> Contact Person: _____ Telephone No.: _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 10px;"><input checked="" type="checkbox"/></td> <td>Executive Board: <u>06/08/2021</u></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Regular Session: _____</td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/>	Executive Board: <u>06/08/2021</u>	<input type="checkbox"/>	Regular Session: _____
Submittal Dates							
<input checked="" type="checkbox"/>	Executive Board: <u>06/08/2021</u>						
<input type="checkbox"/>	Regular Session: _____						
Source Selection Method	VENDOR: <u>Peterson McGregor</u> Address/ Phone: <u>1368 Business Park Dr.</u> <u>Traverse City, MI 49686</u> <u>231/922-7220</u>						
<input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>101.830.871-954.000</u>							

Budgeted Amount: <u>\$ 50,890.00</u>	Contracted Amount: <u>\$ 60,330.00</u>
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Document Description	
<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Other _____

<input checked="" type="checkbox"/>	<p>Request to Waive Board Policy on Bid Requirements</p> <p>As recommended by the County Board of Commissioners during its April 20, 2021, Executive Board session, Peterson McGregor and Associates was approached to provide a quote for the the upcoming Workers Compensation policy renewal (see attached).</p> <p>Due to a more robust Experience Modifier which is set by the state and based on prior year claims, there is an increase (\$9,940.00) over the budgeted amount (see attached proposal). The Experience Modifier has increased from .67 to .89, and is based on claims filed during 2017, 2018, and 2019. A 12-year history of Experience Modifiers is also attached.</p> <p>Dennis Muth will be presenting on behalf of his firm.</p> <p><i>Suggested Recommendation:</i> I recommend to the County Board of Commissioners to waive the policy on bid requirements and approve renewing a one-year contract with Peterson McGregor and Associates for Workers Compensation Coverage, in the amount of \$60,330.00; funds to come from 101.830.871-954.000.</p>
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Department Head Approval:  Date: 05/28/2021

Experience Modifier History, Workers Compensation

7/1/2020-7/1/2021	.67	7/1/2014-7/1/2015	.82
7/1/2019-7/1/2020	.67	7/1/2013-7/1/2014	.72
7/1/2018-7/1/2019	.66	7/1/2012-7/1/2013	1.10
7/1/2017-7/1/2018	.66	7/1/2011-7/1/2012	.97
7/1/2016-7/1/2017	.72	7/1/2010-7/1/2011	.92
7/1/2015-7/1/2016	.68	7/1/2009-7/1/2010	.73

Average: .78



Proposal of Insurance

Prepared for:
Leelanau County

Presented by: **Dennis Muth**

Term dates: **7/1/2021 to 7/1/2022**



Peterson McGreggor
INSURANCE

Traverse City, Cadillac, Lake City, Manistee, Petoskey

Service Team

Personal.

Mindful.

Attentive.

Account Executive	Dennis Muth
Customer Service	Janet Douglas, CWCC, CISR
Personal Lines Service	Raelene Warfield, Sarah Plesha and Ellen Jabour
Accounting	Carrie Henry
Employee Benefits	Raquel Paulus and Nicole Rodriguez

(231) 922-7220
Fax (231) 922-7275

visit us at petersonmcgregor.com



Workers Compensation / Employers Liability

Insurance Company: Accident Fund Insurance Co.
 Proposed policy period: 07/01/21 to 07/01/22

Coverage Detail

Limits	Description
\$1,000,000	Employers Liability: Each Accident
\$1,000,000	Employers Liability: Disease – Policy Limit
\$1,000,000	Employers Liability: Disease – Each Employee
Included	Workers Compensation: Statutory Benefit

Locations & Classifications

State	Code	Classification	Current Payroll	Renewal Payroll
MI	7720	Police Officers	\$2,927,550	\$2,956,825
MI	8810	Clerical	\$2,440,737	\$2,465,145
MI	8820	Attorneys	\$396,060	\$400,020
MI	9015	Janitorial Operation	\$125,015	\$126,265
MI	9102	Parks	\$35,600	\$35,955
MI	9410	Municipal Employees	\$1,042,425	\$1,052,850

Optional Coverages Included

- Accident Fund Group Program – Potential Dividend Payout 15%

Experience Modification Factor **.89** (was **.67**)

Experience Modifier – a factor developed by measuring the difference between the insured's actual past experience and the expected or actual experience of the class. This factor may be either a debit or credit and, therefore, will increase or decrease the standard premium in response to past loss experience. When applied to the manual premium, the experience modification produces a premium that is more representative of the actual loss experience of an insured. An employer with average experience has a modifier of 1.0 and would pay the manual premium. Employers with poorer loss experience would have modifiers greater than 1.00 and would pay more than manual premium. Those with good experience would have modifiers below 1.00 and pay less than manual premium.

Premium Summary / Comparison

Coverage	Current Premium	Proposed Premium
Workers Compensation	\$50,890	\$60,330

- Payroll up about 1%
- Experience modifier up 22%
- Premium should be up 23%, but instead only 18.5%

DISCLAIMER – The abbreviated outlines of coverage's used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverages. Please read your policy for specific details of coverages.



p: professional

m: motivated

a: accountable

EXECUTIVE DOCUMENT SUMMARY

Department: Select one Contact Person: <u>Joseph Povolo</u> Telephone No.: <u>231-256-9803</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board: <u>6/08/2021</u> <input checked="" type="checkbox"/> Regular Session: <u>6/15/2021</u>
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Source Selection Method <input type="checkbox"/> Select One <input type="checkbox"/> Other: _____	VENDOR: _____ Address: _____ Phone: _____
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Budgeted Amount: <u> \$802,581.00</u>	Contracted Amount: _____
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Document Description
<input type="checkbox"/> Board/Committee Recommendation <input type="checkbox"/> Other _____

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements This is the Annual Plan and Budget for the Child Care Fund for fiscal year 10-1-2021 through 9-30-2022. It is prepared in accordance with the State Child Care Fund Monitoring Unit Rules. The budget includes anticipated costs, and describes potential programs and services that may occur under the Foster Care, Institutional Care, In-Home Supervision and Basic Grant Components. This plan must be approved and signed by the Family Court Judge, Board of Commissioners Chairperson, and Director of MDHHS. All original signature pages must be sent electronically through MiSACWIS to MDHHS by 8-15-2021. The FY 2021-2022 Child Care Fund Budget request is for \$802,581.00. There is an approximate 15% increase over last year's budget due to RTA (Raise the Age) which begins implementation this fiscal year. The county will receive 100% reimbursement for youth petitioned after their 17th birthday. Approval of this plan commits the state to reimbursement of 50% of approved Child Care Fund expenditures. If costs exceed the approved budget, it will fall on the county to fund 100% of the costs. Keep in mind, the budgeted amount is higher than anticipated, but it helps to insure the county will only be responsible for 50% instead of 100%. History of the amount spent from CCF APB is significantly less than what has been budgeted.	<p style="margin-top: 20px;"><i>Suggested Recommendation:</i> Motion to recommend approval of the Child Care Fund Annual Plan and Budget in the amount of \$802,581.00 for Leelanau County, Fiscal Year October 1, 2021, through September 30, 2022.</p>
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Department Head Approval: *Marion Komkowsi* Date: 5/24/2021

292	2009-2010	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21*
Budgeted	\$ 788,150.00	\$ 603,970.00	\$ 523,618.00	\$ 591,720.00	\$ 594,170.00	\$ 593,570.00	\$ 595,650.00	\$ 601,600.00	\$ 665,180.00	\$ 686,750.00	\$ 697,340.00	\$ 696,290.00
Spent	\$ 312,667.00	\$ 335,758.00	\$ 360,399.00	\$ 481,325.00	\$ 490,249.00	\$ 195,962.00	\$ 191,808.00	\$ 246,323.00	\$ 322,978.00	\$ 325,466.67	\$ 336,759.16	\$ 96,569.98
collections						\$ 18,596.00	\$ 21,696.16	\$ 19,417.41	\$ 21,384.00	\$ 13,688.16	\$ 10,707.21	\$ 3,355.98
reimbursed by the state after SWCB and 50% 10% cost allocation						\$ 66,487.00	\$ 79,570.46	\$ 101,336.00	\$ 150,631.79	\$ 150,632.98	\$ 163,047.96	\$ 46,606.80
total received					\$ 193,492.00	\$ 85,083.00	\$ 101,266.62	\$ 120,753.41	\$ 204,280.49	\$ 194,408.02	\$ 207,337.03	\$ 59,619.89
Total spent from CCF after reimbursement and collections					\$ 296,757.00	\$ 110,879.00	\$ 90,541.38	\$ 125,569.59	\$ 118,697.51	\$ 131,058.65	\$ 129,422.13	\$ 36,950.09
% of original budget					49%	19%	15%	20%	23%	20%	19%	5%
*October to March, 1/2 the fiscal year to date												

County Child Care Budget Summary (DHS-2091)

Michigan Department of Health and Human Services (MDHHS)

Children's Services Agency

Leelanau County for October 1, 2021 through September 30, 2022

Organization	Court Contact Person	Telephone Number	Email Address
Leelanau County	Joseph Povolo - CCF Judges Delegate	(231) 256-9803	jpovolo@leelanau.gov
Fiscal Year	MDHHS Contact Person	Telephone Number	Email Address
October 1, 2021 through September 30, 2022	Kristine E. Lagios - CCF Organization Management	(231) 383-1546	lagiosk@michigan.gov

Cost Sharing Ratios	County 50% / State 50%	Anticipated Expenditures		
		MDHHS	Court	Combined
A. Out of Home Care - Court or Tribal Supervised		\$0.00	\$391,000.00	\$391,000.00
B. In-Home Care		\$0.00	\$396,581.00	\$396,581.00
C. County/Court-Operated Facilities		\$0.00	\$0.00	\$0.00
D. Subtotals (A+B+C)		\$0.00	\$787,581.00	\$787,581.00
E. Revenue		\$0.00	\$0.00	\$0.00
F. Net Expenditure		\$0.00	\$787,581.00	\$787,581.00

Cost Sharing Ratios	County 50% / State 50%	Anticipated Expenditures		
		MDHHS	Court	Combined
A. Out of Home Care - Neglect Abuse		\$0.00	\$80,000.00	\$80,000.00

Please Note: The *Neglect/Abuse Out-of-Home Care* amount reflects ONLY the county court's share of these expenditures. Effective October 2019 the State of Michigan pays 100% of Neglect/Abuse Out-of-Home placements and the county then reimburses the state 50%.

Cost Sharing Ratios	County 0% / State 100%	Court	Combined
Foster Care During Release Appeal Period		\$0.00	\$0.00

Cost Sharing Ratios	County 0% / State 100% \$15,000.00 Maximum	MDHHS	Court	Combined
Basic Grant		\$0.00	\$15,000.00	\$15,000.00

Total Expenditure	\$802,581.00
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BUDGET DEVELOPMENT CERTIFICATION

THE UNDERSIGNED HAVE PARTICIPATED IN DEVELOPING THE PROGRAM BUDGET PRESENTED ABOVE. We certify that the budget submitted above represents an anticipated gross expenditure for the fiscal year: October 1, 2021 through September 30, 2022; and any requests for reimbursement shall adhere to all state law, administrative rules and child care fund handbook authority.

Presiding Judge <i>Maxine Kromkowski</i>	Date <i>5-24-21</i>
County Director of MDHHS Signature	Date
Chairperson, Board of Commissioner's Signature	Date
And/or County Executive Signature	Date

Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.	AUTHORITY: Act 87, Publication of of 1978, as amended. COMPLETION: Required. PENALTY: State reimbursement will be withheld from local government.
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In-Home Care Certification (DHS-167)
Michigan Department of Health and Human Services (MDHHS)
Children's Services Agency

Leelanau County for October 01, 2021 through September 30, 2022

In-Home Care (IHC) program expenditures are restricted to new or expanded programs that are alternatives to out-of-home institutional or foster care. IHC funds may not be used to duplicate services.

A. ELIGIBLE CLIENT/STAFFING

1. Children under the jurisdiction of the Court, as an alternative to removal from the child's home, provided that:
 - a. such care is an alternative to detention or other out-of-home care and:
 - o a written complaint has been received and accepted by the Court
 - o the expenditures are not for judicial cost
 - o the caseload size or services are intensive
 - o non-scheduled payments are not made to pay for basic family needs otherwise available through public assistance programs
 - o the parent(s) and the youth have agreed in writing to receive IHC services, or a temporary order has been entered pending an adjudication hearing; or
 - b. such care is provided to children who at the dispositional hearing are ordered into IHC as an alternative to foster care or other out-of-home care, and:
 - o the expenditures are not for judicial costs
 - o the services are intensive, and
 - o non-scheduled payments are not made to pay for basic family needs otherwise available through public assistance programs
2. The IHC early return option may be used to accelerate the early return of a youth from family foster care, institutional care, or other out-of-home care when the case identifies an early return goal and the services are provided to members of the child's family. The case plan should identify the family strengths and deficiencies which, if corrected, would permit the youth to be returned home early. IHC services would typically be provided to the family during the time that the youth is in out-of-home care and, if necessary, for a period of time after the youth has returned to the family.
3. The County Michigan Department of Health and Human Services (MDHHS) may provide IHC services if the juvenile court orders care and supervision of a court ward.
4. The County MDHHS may provide IHC services from its subaccount for CPS category I or category II cases provided that:
 - o such IHC services prevent the need to petition the juvenile court for removal or prevent placement in voluntary foster care, and
 - o non-scheduled payments are not made to cover basic family needs otherwise available through public assistance programs.
5. IHC funds shall not be used to meet the court staff-to-youth population ratio of 1 to 6,000 as specified in the Juvenile Court Standards and Administrative Guidelines for the Care of Children.
6. Court staff hired after 4/30/85, who are responsible for case plan development and monitoring, must meet the qualifications established in the Juvenile Court Standards and Administrative Guidelines for the Care of Children.
 - o Supervisory Personnel
 - o Probation Officers
 - o Counselors
7. County MDHHS staff and supervisor staff providing direct IHC services must meet the standards set forth in Rules 400.6124, 400.6126 and 400.6128 of the Administrative Rules for Child Placing Agencies.
8. County MDHHS staff and supervisory staff providing direct IHC services must be state civil servants assigned to classifications and levels equivalent to staff and supervisors in the state foster care program.
9. In IHC programs, county MDHHS or Juvenile Court contractual staff, who are responsible for case plan development and monitoring, must meet the requirement of staff supervising children in foster care, as established in the Juvenile Court Standards and Guidelines for the Care of Children.
10. IHC reimbursements for program and administrative office space, county purchased supplies, salaries and wages for county employees who provide direct services or support for these services are subject to the same restrictions as reimbursements in county-operated institutions.

B. USE OF THE IN-HOME CARE OPTION FOR NON-SCHEDULED PAYMENTS

If all other IHC requirements are met, budgeted non-scheduled payments for services available to youth in foster care may be provided to youth in their own home. (Non-scheduled payments are defined in the Child Care Handbook).

C. CASE RECORD DOCUMENTATION REQUIREMENTS

Individual case documentation is required for all IHC clients. A caseload list is required for every IHC component. As a minimum, case records must include the following:

- o family case assessment which identifies, by service component, the problems and need for IHC services
- o day of intake
- o type of complaint/allegation, supported as follows:
 - (1) delinquency - a copy of the complaint or court order, when applicable, placing the child in IHC as part of a formal disposition.
 - (2) abuse/neglect - allegation and substantiation entered on the DHS-133 in Department cases;
- o treatment plan which identifies the treatment, objectives and the action steps and timetables which will be used to reach the objectives
- o case plan changes as a result of supervisor/case worker or contractee/contractor case reviews
- o quarterly progress reports
- o dates, type and purpose of service contacts made with the client. Note: weekly face to face contact is required
- o legal status of youth and the family, and
- o the living arrangement of the youth at termination of IHC services.

Note: Case record content for all foster care cases, under the supervision of a county MDHHS, should be maintained according to Services Manual Item 722 (6a-9). It is suggested that all IHC material be kept in the first inside section of the foster care file.

IHC service purchases from a private or public provider require a contract unless the service is supportive of a large component (i.e., clothing or dental work for a youth serviced through an established IHC program as for example, intensive supervision). These non-scheduled payments do not require contracts.

Only IHC expenditures described in the Annual Plan and Budget and approved by Child and Family Services are reimbursable.

IHC funds and services are subject to state review and audit and non-compliance with the above restrictions and requirements may result in withholding or repayment of state reimbursement.

All IHC contractual services purchased with county appropriated monies shall be the sole responsibility of the county. The signature of the County MDHHS Director must be with authority from the County to enter into contractual agreements on behalf of the County for the expenditure of the County Child Care Funds.

The county must have all IHC contracts processed through the county's formal contract approval procedures.

The signatures below certify that IHC policy stated in the document has been reviewed. It is understood that these are conditions for claiming IHC fund reimbursement.



 Presiding Judge of Family Division of Circuit Court,
 Juvenile Division

Date: 5-24-21

Date: _____

 County Director of Michigan Department of Health and Human
 Services as Agent of the County

Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.	AUTHORITY: P.A. 87 of 1978. RESPONSE: Is Required CONSEQUENCE FOR NON COMPLETION: Child care funds will not be reimbursed.
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Basic Grant Certification (DHS-168)
Michigan Department of Health and Human Services (MDHHS)
Children's Services Agency

Leelanau County for October 01, 2021 through September 30, 2022

1. Basic Grant funded programs are restricted to youth who are within or are likely to come within the jurisdiction of the probate court as defined under MCL 712A.1 to 712A.28.

Eligible Youth

- o All youth who are under court jurisdiction or for whom a complaint or petition has been filed with the court.
- o Youth who are at risk.

Youth are considered to be at risk and "likely to come within court jurisdiction" if any two or more of the following risk factors apply to the youth and are documented in case files:

- a. Reported abuse and/or neglect of the youth.
- b. History of school truancy, suspensions or being expelled.
- c. Run away from home.
- d. Use of alcohol or drugs.
- e. Ineffective, inconsistent or nonexistent parental control.
- f. Negative or delinquent peer relationship(s).

2. The Basic Grant cannot be used to supplant existing service costs or to pay for any judicial functions that are the responsibility of the court. In general, such "judicial functions" relate to court administration and adjudication costs. (See Child Care Fund Handbook).
3. Basic Grant funds shall not be used to pay for court case services personnel hired after April 30, 1985, who do not meet the minimum standards of education and training as stated in the Juvenile Court Standards and Guidelines for the Care of Children. The following positions are included:
 - o Supervisory Personnel
 - o Probation Officers
 - o Counselors
4. Non-scheduled payments may not be made to pay for basic family needs otherwise available through public assistance programs.
5. In Basic Grant programs, County Michigan Department of Health and Human Services staff responsible for individual case plan development and monitoring must meet the requirements for staff supervising children in foster care, as specified in the Administrative Rules for Child Placing Agencies.
6. In Basic Grant programs, department or juvenile court contractual staff who develop and/or monitor case plans, must meet the requirements for staff supervising children in foster care, as established in the Juvenile Court Standards and Guidelines for the Care of Children.
7. Court administered child specific services provided through Basic Grant reimbursement shall be documented in individual files which conform to the record keeping requirements in the Juvenile Court Standards and Guidelines for the Care of Children. A caseload list must be maintained for each Basic Grant component.
8. County Michigan Department of Health and Human Services administered child specific services provided through Basic Grant reimbursement, shall be documented in individual case files which conform to record keeping requirements in the Administrative Rules for Child Placing Agencies. A caseload list must be maintained for each Basic Grant component.

Only Basic Grant expenditures described in the Annual Plan and Budget and approved by Child and Family Services are reimbursable.

Basic Grant services purchased from a private or public provider require a contract unless the service is supportive of a large component (i.e., clothing or dental work for a youth serviced through an established Basic Grant program as for example, intensive supervision). These non-scheduled payments do not require contracts.

Basic Grant funds are subject to state review and audit and non-compliance with the above restrictions and requirements may result in withholding or repayment of state reimbursement.

All Basic Grant contractual services purchased with county appropriated monies shall be the sole responsibility of the county. The signature of the County MDHHS Director must be with authority from the County to enter into contractual agreements on behalf of the County for the expenditure of the County Child Care Funds.

The county must have all Basic Grant contracts processed through the county's formal contract approval procedures.

The signatures below certify that Basic Grant policy stated in the document has been reviewed. It is understood that these are conditions for claiming Basic Grant fund reimbursement.

Marian Kromkowski

Presiding Judge of Family Division of Circuit Court,
Juvenile Division

Date: 5.24.21

County Director of Michigan Department of Health and Human
Services as Agent of the County

Date: _____

Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.

AUTHORITY: P.A. 87 of 1978.

RESPONSE: Is Required

CONSEQUENCE FOR NON COMPLETION: Child care funds will not be reimbursed.

In-Home Care Summary (DHS-2093)
 Michigan Department of Health & Human Services (MDHHS)
 Children's Services Agency
 Leelanau County for October 01, 2021 through September 30, 2022

I. List all service components which make up the IHC program and specify the requested information for each.

Court Service Components		Administration Unit	Gross Expenditure	Public Funding	CCF Net Expenditure
1	In-Home Supervision	Court	\$396,581.00	\$0.00	\$396,581.00
		Subtotals - Court	\$396,581.00	\$0.00	\$396,581.00

Total IHC	\$396,581.00	\$0.00	\$396,581.00
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II. For each service component listed above, complete a separate IN-HOME CARE/BASIC GRANT BUDGET DETAIL REPORT (DHS-2094), filling in the appropriate budget items.

<p>AUTHORITY: Act 87, Public Acts of 1978, as amended. COMPLETION: is Required. PENALTY: State reimbursement will be withheld from local government</p>	<p>Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.</p>
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Component Detail Report (DHS-2094)

Michigan Department of Health & Human Services (MDHHS)
 Children's Services Agency
 Leelanau County for October 01, 2021 through September 30, 2022

Service Component (Full Title/Name)	Component Type
In-Home Supervision	In-Home Care

A. Personnel **Administrative Unit:** MDHHS Court

1. Salary and Wages			
Name(s)	Job Title	Hours/Week	Yearly Cost
Therese Larson	Intensive Probation Officer	37.50	\$60,313.00
Ryan Douglass	Intensive Probation Officer	37.50	\$60,313.00
Sarah Hubbell	Intensive Probation Officer	17.50	\$49,267.00
2. Fringe Benefits			
Social Security			\$13,068.00
Retirement			\$28,528.00
Life Insurance			\$2,955.00
Health Insurance			\$59,787.00
Total Personnel			\$274,231.00

B. Program Support (For employees identified in "A" above)

1. Travel	Rate/Mile	Estimate No. of Miles	Yearly Cost
Mileage	\$0.56	57,500.00	\$32,200.00
2. Supplies and Materials (Description/Examples)			Yearly Cost
Drug testing supplies, books, workbooks, videos			\$1,150.00
3. Other Costs (Description/Examples)		Rate/Unit	Yearly Cost
Memberships, Dues		\$0.00	\$400.00
Education, training		\$0.00	\$2,760.00
Telephone		\$0.00	\$3,000.00
Licenses		\$0.00	\$440.00
Total Program Support			\$39,950.00

* Must comply with the definitions and limits listed for court operated facilities in the Child Care Fund Handbook.

C. Contractual Services

1. Unit Rates				
Name(s)	Rate	Unit Type	Total Units/ Contract	Yearly Cost
Attendants, tutors, respite, mentors, living supports	\$20.00	1 hour	345.00	\$6,900.00
Reintegration, Wrap Around, SEDW services	\$150.00	1 day	58.00	\$8,700.00
Psychologist, counselors, mediation, equine therapy	\$100.00	1 hour	230.00	\$23,000.00
Drug Tests	\$20.00	1 test	300.00	\$6,000.00
Northern Family Intervention Intensive Home Based Services (one slot)	\$75.00	1hour	100.00	\$7,500.00
CASA	\$50.00	1 hour	100.00	\$5,000.00
Electronic Monitoring	\$5.00	1 day	1,150.00	\$5,750.00
2. Closed End Contracts				
Total Contractual				\$62,850.00

D. Non-Scheduled Payments

Type of Service (Description)	Anticipated No. Units to be Provided	Average Cost of Each Service Unit	Yearly Cost
Pregnancy Tests	12.00	\$10.00	\$120.00
BATA bus passes	460.00	\$3.00	\$1,380.00
Youth Incentives, volunteer/youth activities, group supplies/incentives	115.00	\$50.00	\$5,750.00
Classes, groups	115.00	\$40.00	\$4,600.00
Camperships	12.00	\$400.00	\$4,800.00
Flexible Funds, Wrap Around Items	58.00	\$50.00	\$2,900.00
Total Non-Scheduled			\$19,550.00

E. Service Component - In-Home Care or Basic Grant

(Add Totals for A, B, C, and D above)	Total Service Component Cost	\$396,581.00
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F. Public Revenue:

If you plan to fund any portion of this service component with other public revenue including other Child Care Funds or Basic Grant monies, or if this component is generating revenue (i.e. third party payments) specify the following:

SOURCE	To Be Provided	Yearly Cost
Total Public Revenue		\$0.00

G. Subtract Total Public Revenue from Total Service Component Cost (E-F)

Total Cost to Basic Grant, Net Anticipated IHC Matchable Expenditure (Gross Costs Less Other Revenue)	\$396,581.00
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H. Program Specific Information:

1. Component Status			
<input checked="" type="checkbox"/> Continued	<input type="checkbox"/> Terminated	<input type="checkbox"/> Revised	<input type="checkbox"/> New

2. Target Population(s) Served - Check all that apply.		
A. Children Under Jurisdiction of Court		
<input checked="" type="checkbox"/> Delinquent	<input checked="" type="checkbox"/> Neglect	
B. Children NOT Under Jurisdiction of Court		
<input checked="" type="checkbox"/> Written Complaint	<input type="checkbox"/> CPS Category I or II	<input checked="" type="checkbox"/> Children likely to come under Jurisdiction of the Court

3. Area(s) of Intended Impact - Check primary area(s) only.	
A Reduction In:	<input checked="" type="checkbox"/> Number of Days of Out-of-Home Detention
<input type="checkbox"/> Number of Youth Petitioned	<input type="checkbox"/> Number of Days of Shelter Care
<input checked="" type="checkbox"/> Number of Adjudications	<input type="checkbox"/> Number of Days of Residential Treatment Care
<input checked="" type="checkbox"/> Number of Days of Family Foster Care	<input type="checkbox"/> Number of State Wards Committed (Act 150 & 220)

4. Service Focus - Check all that apply.	
<input checked="" type="checkbox"/> Provide early intervention to treat within the child's home	<input checked="" type="checkbox"/> Effect early return from foster or institutional care

I. Program Description - Must be completed for all components, except those being terminated, each year.

The Target population is Delinquent children likely to come under the Court's jurisdiction. We have two probation officers who carry 75% intensive caseloads and 25% regular county funded probation caseloads. We have one juvenile caseworker officer carrying a 50% intensive caseload. The budget section for personnel, wages and fringe benefits indicates the total costs, however the court only bills for 75% and 50% of respective costs as indicated above. Time studies were conducted to verify time spent on intensive versus non-intensive cases. The probation officers and juvenile caseworker have face to face contacts in accordance with the CCF handbook guidelines, with their intensive caseload weekly. Written complaints have been received and accepted by the court for all youth. The caseload ratio will be no more than 1:20. The program starts when youth have either had a written referral into the program or have been adjudicated by the Court. We are providing a wide variety of services through this component. The services are community based and aimed at resolving problems so youth can remain in their homes and schools and avoid an out-of-home placement. Youth/family strengths are identified and enhanced whenever possible. Expenditures shall not be for judicial costs. Non-Scheduled Payment's are not for basic family needs that are available through other funding sources. An order or a signed youth/parent agreement shall be in place for each youth served through the In-Home Care program. For youth in placement, the youth's case plan shall reflect an early return goal, and services shall be provided to members of the child's family as well. Parents and youth have agreed in writing to receive In Home Care Services, or a temporary order has been entered placing the child in In Home Care. Program support for the Intensive Probation Officers includes memberships/dues to professional organizations, education and training to expand and enhance existing knowledge and skills, and professional licenses or certifications wherever applicable to maintain credentials as required in their respective job description and as found under Direct Expenditures for IHC 5. f. in the Child Care Fund Handbook.

Youth served are subject to frequent and random drug tests, as are their parents. Aggressively testing youth and parents appears to stop casual users, while it helps to identify those with more serious addictions. We continue to provide numerous hours of individual, group and family counseling, matching families and therapists based on their needs. We are also using reintegration and intensive, in-home services with our highest risk youth. We have contracted with a few individuals in the community to provide very intensive community living supports to a few families. Reintegration, living supports and in home services provide 1:1 assistance with a worker to help insure the youth is successful staying in their home and community.

Contracted volunteers (attendants) provide many essential services to our youth such as monitoring youth in the holdover site when they receive an out of school suspension. Supervising probationers who have been suspended in our Holdover Site and In-Home detention are great alternatives to detention.

Psychological evaluations and assessments help us to craft more meaningful probation plans.

Throughout the summer, the probation officers plan weekly experiential outings with groups of probationers. These help to strengthen the relationships with the PO's, as well as teaching many social skills and increasing self esteem. These activities are planned collaboratively with our Diversion/Prevention Counselor and other mentoring groups in the area. Youth on probation and other youth in prevention and mentoring programs participate together, under the supervision of our PO's, Prevention Counselor and Mentoring Coordinators.

The Probation Officers can visit probationers at their work sites and obtain drug tests at the same time. We have seen how our in-home services have helped youth on probation resolve their issues and remain in their own homes and community. We believe that providing some of these same services to eligible at-risk youth may not only keep them in their homes, but also out of the formal court system, resulting in further savings to the court and community.

Wrap-around services is a process whereby a child and family team are created with the assistance of a facilitator to assist the youth reach identified goals and keep them in the community. Weekly meetings are held to develop strategies and interventions, update progress and plan around goals.

Northern Family Intervention Services provides intensive daily contact with youth and their parents to improve family functioning and decrease the chance for the youth to be placed out of their home. This is an individual and family counseling program that provides counseling to both the youth and to the parents, helping to resolve areas of conflict and increase family functioning.

Electronic monitoring is used in lieu of placement outside of the home when appropriate and available.

SEDW (Severely Emotionally Disturbed Waiver) services would be implemented should a particular youth need blended services through CMH and the Court who is identified as SED and meets the criteria of the waiver.

Non-scheduled payments will not pay for basic needs otherwise available through public assistance programs. BATA passes are used to provide youth with transportation when no other means are available. Flexible funds have assisted when youth have needed something in particular that is not available thru assistance programs and the youth's family was not able to provide it. Examples might include items needed for school but not provided by the school, particular clothing or apparel needs for something such as participation in a athletic program, a particular item needed for a camper ship such as hiking boots or a sleeping pad, etc...

Youth incentives are used very infrequently but if providing a youth with an incentive acts as a motivation for positive behavior resulting in adherence to court orders and maintaining their occupancy in their home, then it is money well spent.

Classes and groups might range from a youth needing drivers training which is not available from a school, substance abuse classes, shoplifting education, tractor, boat or snowmobile education.

Camper-ships allow some probationers and identified at-risk youth with participation in week long summer camp experiences offer respite to high risk youth and families, as well as the rewards gained from an organized camp experience.

These In Home Care components shall assist the court by reducing the number of adjudications, reduce the number of youth in foster care and reduce the number of days of out of home detention.

CASA Program Description

Court Appointed Special Advocates (CASA) is a national association in the United States that supports and promotes **24** court-

appointed advocates for abused or neglected children in order to provide children with a safe and healthy environment in permanent homes. The program trains volunteers through a national training curriculum to become special advocates for children who are involved in neglect/abuse matters. The CASA's are court-appointed by the Judge for the duration of the case. The CASA acts as an independent observer who gathers information by reviewing documents and records and interviewing all parties involved. A CASA provides written reports to the Court, attends court hearings, provides testimony when necessary and advocates for the child's best interests until permanency is attained for the child, either through reunification of the family or, after termination of parental rights, adoption for the child. National background checks are completed on all CASA volunteers pursuant to the requirements of the National CASA for the protection of our children. This program adheres to all national CASA standards, and any national CASA or Michigan CASA policies in accordance with Court rule MCR 3.917. The program is intended to reduce the number of days in foster care. Services are provided to members of the child's family. No expenditures are for judicial costs. Non-scheduled payments are not for basic family needs that are available through other funding sources.

<p>AUTHORITY: Act 87, Public Acts of 1978, as amended. COMPLETION: is Required. PENALTY: State reimbursement will be withheld from local government</p>	<p>Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.</p>
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Component Detail Report (DHS-2094)

Michigan Department of Health & Human Services (MDHHS)
 Children's Services Agency
 Leelanau County for October 01, 2021 through September 30, 2022

Service Component (Full Title/Name)	Component Type
Camperships/Prevention Assistance	Basic Grant

A. Personnel **Administrative Unit:** MDHHS Court

1. Salary and Wages			
Name(s)	Job Title	Hours/Week	Yearly Cost
Sarah Hubbell	Diversion/Prevention Counselor	7.00	\$7,000.00
2. Fringe Benefits			
Total Personnel			\$7,000.00

B. Program Support (For employees identified in "A" above)

1. Travel	Rate/Mile	Estimate No. of Miles	Yearly Cost
2. Supplies and Materials (Description/Examples)			Yearly Cost
3. Other Costs (Description/Examples)		Rate/Unit	Yearly Cost
Total Program Support			\$0.00

* Must comply with the definitions and limits listed for court operated facilities in the Child Care Fund Handbook.

C. Contractual Services

1. Unit Rates				
Name(s)	Rate	Unit Type	Total Units/ Contract	Yearly Cost
Camperships (costs)	\$500.00	1 camp	10.00	\$5,000.00
Activity Group expenses	\$50.00	1 day	20.00	\$1,000.00
2. Closed End Contracts				
Total Contractual				\$6,000.00

D. Non-Scheduled Payments

Type of Service (Description)	Anticipated No. Units to be Provided	Average Cost of Each Service Unit	Yearly Cost
Flexible Funds for Prevention case assistance	40.00	\$50.00	\$2,000.00
Total Non-Scheduled			\$2,000.00

E. Service Component - In-Home Care or Basic Grant

(Add Totals for A, B, C, and D above)	Total Service Component Cost	\$15,000.00
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F. Public Revenue:

If you plan to fund any portion of this service component with other public revenue including other Child Care Funds or Basic Grant monies, or if this component is generating revenue (i.e. third party payments) specify the following:

SOURCE	To Be Provided	Yearly Cost
Total Public Revenue		\$0.00

G. Subtract Total Public Revenue from Total Service Component Cost (E-F)

Total Cost to Basic Grant, Net Anticipated IHC Matchable Expenditure (Gross Costs Less Other Revenue)	\$15,000.00
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H. Program Specific Information:

1. Component Status

<input checked="" type="checkbox"/> Continued	<input type="checkbox"/> Terminated	<input type="checkbox"/> Revised	<input type="checkbox"/> New
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2. Target Population(s) Served - Check all that apply.

A. Children Under Jurisdiction of Court		
<input checked="" type="checkbox"/> Delinquent	<input type="checkbox"/> Neglect	
B. Children NOT Under Jurisdiction of Court		
<input checked="" type="checkbox"/> Written Complaint	<input type="checkbox"/> CPS Category I or II	<input checked="" type="checkbox"/> Children likely to come under Jurisdiction of the Court

3. Area(s) of Intended Impact - Check primary area(s) only.

A Reduction In:	<input type="checkbox"/> Number of Days of Out-of-Home Detention
<input checked="" type="checkbox"/> Number of Youth Petitioned	<input type="checkbox"/> Number of Days of Shelter Care
<input type="checkbox"/> Number of Adjudications	<input type="checkbox"/> Number of Days of Residential Treatment Care
<input type="checkbox"/> Number of Days of Family Foster Care	<input type="checkbox"/> Number of State Wards Committed (Act 150 & 220)

4. Service Focus - Check all that apply.

<input checked="" type="checkbox"/> Provide early intervention to treat within the child's home	<input type="checkbox"/> Effect early return from foster or institutional care
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I. Program Description - Must be completed for all components, except those being terminated, each year.

The intended area of impact is to reduce the number of youth petitioned into court. Youth are assessed by their risk factors and protective factors. The selected service focus is early intervention to treat child within their own home. The goal of this program is to reduce risk factors wherever possible and to increase protective factors wherever possible. This program is modeled after similar evidence based Adolescent Diversion programs. The youth served are either on probation or considered at-risk because of they possess a minimum of two of the following risk factors: a. History of confirmed abuse and/or neglect of the youth. b. History of school truancy, suspensions, or expulsions. c. Youth has run away from home. d. Use of alcohol or drugs. e. Ineffective, inconsistent, or nonexistent parental control. f. Negative or delinquent peer relationships. The Diversion/Prevention Counselor for the court serves a caseload of youth, no more than a 1:20 ratio, who have been referred because of minor delinquent behavior or diversion from formal Court jurisdiction. These youth are often referred by the schools, Prosecuting Attorney, police, or DHHS. Many youth are also served in support and social skills groups within the schools. Flexible funds are used to provide youth and families assistance that are not for basic needs otherwise available through other funding sources. The youth need materials or items that provide support they would not otherwise have available for them. The list of these items might include classes, educational items not provided by their school, shoes or clothing (not available through other available resources) equipment specific to the camp or program they are enrolled in.

The activity groups allow youth to participate in many new, unique outdoor experiences that they would not normally find available. The court has amassed a large supply of bikes, helmets, kayaks, life jackets, camping, and other equipment. The Probation Officers and Diversion Counselor organize and conduct the activities with youth from their caseloads. The benefits of bringing these youth together are numerous including increasing self-esteem, improving interpersonal skills and decreasing delinquent behavior. The youth spend the day with appropriate adults, participating in healthy activities in our community that would not otherwise be available. Youth from different ethnicities and backgrounds participate side-by-side in groups that they would not normally choose. A lot of education, skill building and social skill development takes place. Youth learn to support and accept others. The relationships between youth and staff are enhanced.

This component provides activity group programming and experiential group activities to youth, as well as camperships, to provide assistance to the family for partial or total costs of camps. These camps are typically private camps, such as YMCA Camp Hayo-Went-tah, Shady Trails, or Eagle Village summer camps. Camperships provide youth with financial assistance not otherwise available to them. Camperships allow youth to interact with other peers in supervised settings while encountering challenges such as canoeing, horseback riding, sailing, high-ropes courses, etc. Increasing proficiency, self-efficacy and self esteem help to reduce previously listed risk factors.

AUTHORITY: Act 87, Public Acts of 1978, as amended.
COMPLETION: is Required.
PENALTY: State reimbursement will be withheld from local government

Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.

Basic Grant Summary (DHS-2095)

Michigan Department of Health and Human Services (MDHHS)

Children's Services Agency

Leelanau County for October 01, 2021 through September 30, 2022

I. List all service components which make up the county Basic Grant program, and specify the requested information for each.

Court Service Components		Administration Unit	Cost to Basic Grant
1	Camperships/Prevention Assistance	COURT	\$15,000.00
		Subtotals - Court:	\$15,000.00

MDHHS Service Components		Administration Unit	Cost to Basic Grant
1			
		Subtotals - MDDHS:	

Total Basic Grant: \$15,000.00

II. For each service component listed above, complete a separate IN-HOME CARE/BASIC GRANT BUDGET DETAIL REPORT (DHS-2094), filling in the appropriate budget items.

<p>AUTHORITY: Act 87, Public Acts of 1978, as amended RESPONSE: Required. PENALTY: State reimbursement will be withheld from local government.</p>	<p>Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.</p>
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Child Care Fund Package Summary
 Michigan Department of Health and Human Services (MDHHS)
 Children's Services Agency
 Leelanau County for October 01, 2021 through September 30, 2022

Court Contact Person Joseph Povolo - CCF Organization Management	Telephone Number (231) 256-9803	E-Mail Address jpovolo@leelanau.gov
MDHHS Contact Person Kristine E. Lagios - CCF Organization Management	Telephone Number (231) 383-1546	E-Mail Address lagiosk@michigan.gov

DHS-2094 / DHS-4471 In-Home Care/Basic Grant Budget Detail and Program Component Report

Initial/Amended	Service Component	Admin Unit	Type	Component Status	Total	Modified Date	Modified By	Status
Initial	In-Home Supervision	COURT	In-Home Care	Continued	\$396,581.00	05/21/2021 11:06 AM	Povolo, Joseph	PA
Initial	Camperships/Prevention Assistance	COURT	Basic Grant	Continued	\$15,000.00	05/19/2021 01:42 PM	Povolo, Joseph	PA

DHS-2093 In-Home Care Summary

Initial/Amended	Court Total	MDHHS Total	Total IHC	Modified Date	Modified By	Status
Initial	\$396,581.00	\$0.00	\$396,581.00	05/21/2021 10:20 AM	Povolo, Joseph	IP

DHS-2095 Basic Grant Summary

Initial/Amended	Court Total	MDHHS Total	Total Basic Grant	Modified Date	Modified By	Status
Initial	\$15,000.00	\$0.00	\$15,000.00	05/21/2021 10:20 AM	Povolo, Joseph	IP

DHS-2091 County Child Care Budget Summary

Initial/Amended	MDHHS Expenditure	Court Expenditure	Net Expenditure Total	Modified Date	Modified By	Status
Initial	\$0.00	\$787,581.00	\$787,581.00	05/21/2021 10:20 AM	Povolo, Joseph	IP

DHS-167 In-Home Care Certification

Initial/Amended	Modified Date	Modified By	Status

Initial	05/21/2021 11:15 AM	Povolo, Joseph	PA
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DHS-168 Basic Grant Certification

Initial/Amended	Modified Date	Modified By	Status
Initial	05/21/2021 11:17 AM	Povolo, Joseph	PA

<p>Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.</p>	<p>AUTHORITY: P.A. 87 of 1978. RESPONSE: Is Required CONSEQUENCE FOR NON COMPLETION: Child care funds will not be reimbursed.</p>
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EXECUTIVE DOCUMENT SUMMARY

Department: <u>Emergency Mgt./911</u> Contact Person: <u>Matt Ansorge</u> Telephone No.: <u>(231) 256-8775</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 06/08/2021
Source Selection Method	VENDOR: <u>MSP - EMHSD</u> Address/ <u>7150 Harris Drive</u> <u>Diamondale, MI 48821</u> Phone: <u>(517) 284-3727</u>
<input type="checkbox"/> State Contract <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	

Budgeted Amount: <u> \$ 1,000.00</u>	Contracted Amount: <u> \$ 1,000.00</u>
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Document Description	
<input checked="" type="checkbox"/> Grant Application	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

The Michigan State Police Emergency Management and Homeland Security Division is requesting completed documentation for the FY 2020-21 Hazardous Materials Emergency Preparedness (HMEP) Planning Grant Agreement for Leelanau County. We have participated in this grant since its inception around 20 years ago. This program provides funding for completion of Superfund Amendment & Reauthorization Act (SARA) Title III, Section 302, off-site response plans and provides support for the ongoing operation of our Local Emergency Planning Committee.

There are seven (7) official SARA Title III sites that require reporting into the state by site coordinators within Leelanau County. We have hazardous material or safety plans in place for 49 additional sites throughout Leelanau County that do not meet the reporting threshold of the state where site coordinators agree to provide and update that information based on the Firefighter Right to Know Act. This grant allows us to update these plans and keep the most current information possible in the hands of our Fire Chiefs.

Suggested Recommendation: Motion to recommend that the Board of Commissioners authorize the Director of Emergency Management to complete and the County Board Chairman to sign the FY 2020-21 HMEP Grant Agreement and supporting documentation.

Department Head Approval:  Date: 05/24/2021

Matt Ansorge
2021.05.24 14:41:31
-04'00'



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

May 3, 2021

Mr. Matt Ansorge
Emergency Management Coordinator
Leelanau County
8525 E. Government Center Dr.
Suttons Bay, Michigan 49682

Dear Mr. Ansorge:

Enclosed is the Fiscal Year 2020-21 Hazardous Materials Emergency Preparedness (HMEP) Planning Program Grant Agreement package for Leelanau County. Please return the required grant documentation listed on the enclosed *Subrecipient Checklist* to our office via email:

Attention: Mr. Paul Lounsberry
Emergency Management and Homeland Security Division
Michigan Department of State Police
LounsberryP@michigan.gov

Additional information on the FY 2020-21 HMEP Grant Program can be found at www.phmsa.dot.gov/hazmat/grants.

This grant agreement and all required documentation must be completed, signed, and returned **no later than July 2, 2021**. If this requirement is not met, this grant agreement will be invalid after **July 2, 2021** unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

If you have any questions regarding this correspondence or the FY 2020-21 HMEP Planning Grant Program, please contact Ms. Brenna Roos at RoosB@michigan.gov or 517-284-3727.

Sincerely,

Capt. Kevin Sweeney, Commander
Emergency Management
and Homeland Security Division

Enclosures (12)
cc:
Lt. Michael de Castro

Michigan State Police
 Emergency Management and
 Homeland Security Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	CFDA NUMBER
Leelanau County	Hazardous Materials Emergency Preparedness Grant Program	20.703
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
46-1385335	693JK31940022HMEP	09/30/2019
SUBRECIPIENT DUNS NUMBER	SUBAWARD PERFORMANCE PERIOD	FROM TO
44703338		09/30/2020 09/29/2021
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$1590
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$1590
None on file	Total Amount of Federal Award	\$293,920.00
FEDERAL AWARD PROJECT DESCRIPTION		
FY 2020-21 Hazardous Materials Emergency Preparedness Planning Program Grant		
DETAILS		
The Subrecipient must be prepared to match all funds received through this grant agreement (which equates to 25% of any federal funds received), as noted in Section III, D of the <i>Hazardous Materials Emergency Preparedness Planning Grant Instructions</i> that are included with this grant agreement. The match amount is located in part III.A of this grant agreement.		
FEDERAL AWARDDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME	
U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration 1200 New Jersey Avenue, SE, E21-316 Washington DC 20590-0001	Michigan State Police Emergency Management & Homeland Security Division P.O. Box 30634 Lansing, MI 48909	

State of Michigan Fiscal Year 2020-21 Hazardous Materials Emergency Preparedness Planning Program Grant Agreement

September 30, 2020 to September 29, 2021

CFDA Number: 20.703 Grant Number: 693JK31940022HMEP
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This Fiscal Year (FY) 2020-21 Hazardous Materials Emergency Preparedness (HMEP) Planning Program grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

COUNTY OF LEELANAU
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development of new Superfund Amendments and Reauthorization Act (SARA), Title III, Section 302, hazardous materials emergency response plans. This grant agreement provides financial assistance to first responders (fire, law enforcement, emergency medical services, etc.) for allowable costs in the following areas:

- A. Provision of assistance to public sector employees through planning grants to states, territories, and Native American tribes for emergency response.
- B. Increased state, territorial, tribal, and local effectiveness in implementation of the Federal Emergency Planning and Community Right-to-Know Act of 1986.
- C. Encouragement of a comprehensive approach to emergency planning by incorporating the unique challenges of response to transportation situations.

II. Statutory Authority

Funding for the FY 2020-21 HMEP is authorized by the U.S. Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) and the Federal Hazardous Materials Transportation Law (49 U.S.C. Section 5101 et. seq.).

The Subrecipient agrees to comply with all FY 2020-21 HMEP program requirements and the most recent version of:

- A. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.
- B. 49 CFR, Part 110 *Hazardous Materials Public Sector Training and Planning Grants* located at <http://www.ecfr.gov>.
- C. 49 U.S.C. 5116 et seq. located at <https://www.gpo.gov/fdsys>.
- D. Any other applicable Federal statutes and regulations, including those listed within this grant agreement elsewhere.

III. Award Amount and Restrictions

- A. The county of Leelanau is awarded up to **\$1590** under the FY 2020-21 HMEP Planning Program Grant Agreement. This funding will be awarded as described in *Hazardous Materials Emergency Preparedness Planning Grant Instructions* enclosed within this grant agreement packet and is based on information provided in the HMEP grant application submitted for the FY 2020-21 grant year by **Leelanau County**. This allocation is dependent upon the level of federal funding and may be reduced if available federal funding is reduced or if fewer plans are submitted based on the FY 2020-21 application for **Leelanau County**. Any unused grant funds remaining at the end of the grant year will be used to increase the reimbursement for accepted new SARA Title III plans submitted by participating Local Emergency Planning Committees (LEPCs). The Subrecipient's payment per new plan will be recalculated using these funds and the award to the Subrecipient for the number of new plans submitted will be adjusted. This may affect the match amount required for this grant.

Based on the Subrecipient's application, a match amount of **\$398** is required. However, the Subrecipient must be prepared to match all funds received through this grant agreement (which equates to 25% of any federal funds received), as noted in Section III, D of the *Hazardous Materials Emergency Preparedness Planning Grant Instructions* that are enclosed within this grant agreement.

- B. The PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes:
1. The copyright in any work developed under this grant, sub-award, or contract under a grant or sub-award; and
 2. Any rights of copyright to which the Recipient, Subrecipient, or a contractor purchases ownership with grant support.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The subrecipient shall not use FY 20-21 HMEP funds to generate program income.
- C. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
1. Subrecipient Risk Assessment Certification
 2. HMEP Planning Grant Agreement In-Kind Match form (EMD-063)
 3. Standard Assurances
 4. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 5. Audit Certification (EMD-053)
 6. Request for Taxpayer Identification Number and Certification (W-9)
 7. SARA Title III Hazardous Materials, Off-site Emergency Response Plan Update List (EMD 064). This form is located on the MSP/EMHSD website at <http://www.michigan.gov/emhsd> under Hazardous Materials. The form does not need to be completed and returned with the FY 2020-21 HMEP Planning Program grant agreement. It is to be used if and when a list of updated plans is submitted for your grant. Submit the Plan Review List directly to the SARA Title III Planner at the MSP/EMHSD no later than September 15, 2021.
 8. Other documents that may be required by federal or state officials
- D. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:

1. Meet the LEPC eligibility requirements, as stated in the *Hazardous Materials Emergency Preparedness Planning Grant Instructions*, Section II which is included with this grant agreement package.
2. In accordance with 2 CFR 200.331, the subrecipient permits the recipient to have access to the subrecipient's records and financial statements as necessary for the recipient to meet the requirements of 2 CFR 200.331.
3. Integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347 and the *Rehabilitation Act of 1973*.
4. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
 - a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - c. Non-federal organizations which expend \$750,000 or more in federal funds from all sources during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.501.
5. Comply with the Department of Transportation's policy for contracting with small, women-owned, minority disadvantaged businesses, veteran, and HubZone business firms.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

Submit new and updated SARA Title III (Section 302) community hazardous materials emergency response plans and identify which facility plans were updated on the attached *Plan Update List* form as stated in the FY 2020-21 application to MSP/EMHSD, no later than September 15, 2021 to the MSP/EMHSD District Coordinator. The form for submitting these updates is available on the MSP/EMHSD website located at <http://www.michigan.gov/emhsd>. Complete instructions on how and where to submit required reports can be found in the *Hazardous Materials Emergency Preparedness Planning Grant Instructions* that are included with this grant agreement package. If a support grant was requested, the LEPC must meet the requirements stated in the attached *Hazardous Materials Emergency Preparedness Planning Grant Instructions*, Section IV.B., or forfeit that portion of the grant award.

VII. Payment Procedures

Upon receipt, review, and acceptance of all work products and other requirements, as referenced in this grant agreement, the Recipient will calculate the payment to be made to the Subrecipient and will forward this information to the Subrecipient. See the *Hazardous Materials Emergency Preparedness Planning Grant Instructions* document attached within this grant agreement packet for further information.

All Subrecipients in the HMEP grant program must submit documentation on the associated costs being charged to the \$1,500 HMEP support grant. The eligible expenses are laid out in the HMEP \$1,500 Support Grant Certification Form, which will be sent to each LEPC at the close of the federal fiscal year. When a LEPC enters information into this form, the cost will need to be supported by a receipt, time sheet (reflecting hours worked on SARA related planning issues), purchase order or a paid invoice. The support grant form and attachments must be returned to MSP/EMHSD by the assigned due date.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; the *Elliott-Larsen Civil Rights Act, 1976 PA 453*, as amended, MCL 37.2101 *et seq.*; and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every contract or subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient must comply with 2 CFR, Part 1200, *Nonprocurement Suspension and Debarment*, located at <http://www.ecfr.gov>. The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Active Exclusions list on the System for Award Management (SAM) website located at <http://www.sam.gov> (previously this search was performed in the Excluded Parties List System – EPLS).

The Subrecipient must comply with regulation 49 CFR, Part 21, *Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil Rights Act of 1964* (see related certification form contained in this grant agreement package).

The Subrecipient must comply with regulation 49 CFR, Part 20, *New Restrictions on Lobbying* (see related certification form contained in this grant agreement package).

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this grant agreement. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from September 29, 2020 to September 29, 2021. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such

termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to follow grant agreement requirements or special conditions.
- D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other report or document.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Leelanau County
Subrecipient Name

044703338
Subrecipient's DUNS Number

William J. Bunek
Printed Name

Chairman
Leelanau County Board of Commissioners
Title

Signature

June 15, 2021
Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Kevin Sweeney
Printed Name

Commander, Emergency Management
and Homeland Security Division
Title



Signature

5/3/21
Date

AUDIT CERTIFICATION

Federal Audit Requirements

Non-federal organizations, which expend \$750,000 or more in federal funds during their current fiscal year, are required to have an audit performed in accordance with 2 CFR Part 200, Subpart F.

Subrecipients **MUST** submit a copy of their audit report for each year they meet the funding threshold to: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.

I. Program Information			
Program Name Leelanau County	CFDA Number 20.703		
II. Subrecipient Information			
Subrecipient Name Leelanau County			
Street Address 8525 E. Government Center Drive	City Suttons Bay	State MI	ZIP Code 49682
III. Certification for Fiscal Year			
Subrecipient Fiscal Year Period: <u>2020</u> to <u>2021</u> .			
<input type="checkbox"/> I certify that the subrecipient shown above does NOT expect it will be required to have an audit performed under 2 CFR Part 200, Subpart F, for the above listed program.			
<input checked="" type="checkbox"/> I certify that the subrecipient shown above expects it will be required to have an audit performed under 2 CFR Part 200, Subpart F, during at least one fiscal year funds are received for the above listed program. A copy of the audit report will be submitted to: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.			
Signature of Subrecipient's Authorized Representative William J. Bunek, Chairman, Leelanau County Board of Commissioners			Date June 15, 2021

Submit audit report to:

Michigan State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, Michigan 48909

Submit this completed audit certification form and return with your grant agreement to:

Michigan State Police
Emergency Management and Homeland Security Division
P.O. Box 30634
Lansing, Michigan 48909



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

June 15, 2021

Signature William J. Bunek, Chairman, Leelanau County Board of Commissioners

Date

HMEP PLANNING GRANT AGREEMENT IN-KIND MATCH

The Leelanau County Local Emergency Planning Committee (LEPC) has been allocated the funding amount specified in the attached grant agreement. Therefore, a local fund match of **\$398** is required.

The LEPC agrees to use the following as its in-kind match (**This can be any non-federal money from a government jurisdiction, industry, or other organization represented on the LEPC. Staff paid with federal funds, and funds used as a match for other federal grants CANNOT be used for the HMEP match.**):

PLANNING PERSONNEL: (Full Name of Employee) , **Kelly LaCross - Deputy Director EM/9-1-1**

whose salary and fringe benefits cost **\$39.82** per hour, will work approximately **20** hours on LEPC planning.

SECRETARIAL: (Full Name of Employee or Secretarial Service) ,

whose salary and fringe benefits cost \$ per hour, will work approximately hours on LEPC business.

OFFICE SPACE: (Government Jurisdiction or Other Entity) , **Leelanau County EOC - \$600**

will provide a **1,200** square foot office located at (Address) to the LEPC at a cost of \$ **0.50** per square foot.

MAILING: (Government Jurisdiction or Other Entity) , **Leelanau County Office of Emergency Management/9-1-1**

will provide \$ **100** toward LEPC related mailings.

PRINTING: (Government Jurisdiction or Other Entity) , **Leelanau County Office of Emergency Management/9-1-1**

will provide \$ **240** toward LEPC related printing.

OTHER (Describe):



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

**County of Leelanau
8525 E. Government Center Drive
Suttons Bay, MI 49682**

2. Application Number and/or Project Name

693JK31940022HMEP

3. Grantee IRS/Vendor Number

46-1385335

4. Typed Name and Title of Authorized Representative

William J. Bunek - Chairman, Leelanau County Board of Commissioners

5. Signature

6. Date

June 15, 2021



SUBRECIPIENT RISK ASSESSMENT CERTIFICATION

As required by 2 CFR §200.331(b), the purpose of this assessment is to evaluate subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of a subaward, and to determine appropriate subrecipient monitoring during the grant performance period. Limited program experience, results of previous audits and site monitoring visits, new personnel or new or substantially changed systems, may increase a subrecipient's degree of risk.

Subrecipient: <div style="text-align: center;">County of Leelanau</div>	County: <div style="text-align: center;">Leelanau</div>	DUNS #: <div style="text-align: center;">044703338</div>
Questions		
<p>1. How many federal grant awards has your organization managed in the past 5 years regardless of awarding agency?</p> <p><input type="checkbox"/> No grants <input type="checkbox"/> 1-3 grants <input checked="" type="checkbox"/> 4-5 grants <input type="checkbox"/> 6+ grants</p> <p>2. What percentage of your grant management staff has fewer than 2 years of grant experience?</p> <p><input checked="" type="checkbox"/> 0-25% of staff <input type="checkbox"/> 26-50% of staff <input type="checkbox"/> 51-75% of staff <input type="checkbox"/> 76-100% of staff</p> <p>3. Has your organization had a new or substantially changed financial/accounting system(s) in the past 2 years?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>4. What types of findings (audit, site monitoring, etc.) has your organization received within the past 5 years? (Attach a separate sheet explaining any findings resulting in questioned costs or a return of funds.)</p> <p><input checked="" type="checkbox"/> Never Audited or No <input type="checkbox"/> Unsupported costs (lack of documentation) <input type="checkbox"/> Unreasonable use of funds <input type="checkbox"/> Questioned costs or required to return funds</p> <p>5. Does your agency have staff primarily dedicated (>50%) to grants management activities?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
Certification		
<i>I certify the information provided in this assessment is true and accurate, and that all occurrences of prior grant non-compliance have been disclosed.</i>		
Authorized Representative Signature:	Date:	6/15/2021
Authorized Representative Printed Name: <div style="text-align: center;">William J. Bunek</div>	Title: <div style="text-align: center;">Chairman, Leelanau County Board of Commissioners</div>	
Point of Contact Printed Name: <div style="text-align: center;">Matt Ansoerge</div>	Title: <div style="text-align: center;">Director, EM/9-1-1</div>	Email: <div style="text-align: center;">mansorge@leelanau.gov</div>

SARA TITLE III HAZARDOUS MATERIALS, OFF-SITE EMERGENCY RESPONSE PLAN UPDATE LIST

AUTHORITY: 1976 PA 390, MCL 30.407a; 42 USC 11002-11003

COMPLIANCE: Required PENALTY: Civil penalty of not more than \$25,000 for each day such violation occurs

This form is used for the recording of updated emergency contact information for sites required under 42 USC 11002 (SARA Title III, Section 302). **DO NOT list new plans on this sheet.** Please note that the Michigan State Police, Emergency Management and Homeland Security Division may contact facilities to verify the plan review.

Local Emergency Planning Committee (LEPC) Name: Leelanau County

Date: June 15, 2021

MI SARA ID Number	Facility Name	Facility Emergency Contact	Emergency Contact Phone Number	Date Original Plan Submitted
16845	Cherry Growers, Inc, Plant 2	Eric MacLeod	(231) 218-1820	
15598	Glen's Landfill	Randy Goodman	(231) 218-8465	
12838	Leelanau Fruit	Allen Steimel	(231) 883-1414	
6170	Nutrien Ag Solutions	Leo Skowronski	(231) 383-0490	
845	Runge Industries, Inc	Carol Ornelas	(231) 271-3855	
20806	South Manitou Island	Scott Tucker	(503) 468-8732	
20807	North Manitou Island	Scott Tucker	(503) 468-8732	

SIGNATURE



Matt Ansorge
2021.05.24 15:27:49 -04'00'

(LEPC Chair or Local Emergency Management Coordinator)

EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff's Office Contact Person: Lt. Todd Roush Telephone No.: 231-256-8603	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 06/08/2021
Source Selection Method <input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ Account Number (Funds to come from): 351.960	VENDOR: NA Address/ Phone: _____

Budgeted Amount: \$ 9,500.00	Contracted Amount: \$ 0.00
------------------------------	----------------------------

Document Description	
<input type="checkbox"/> Select One	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

This is a request for tuition reimbursement, pursuant to Article XXX of the current CBA between the FOPLC Corrections Command Unit and Leelanau County.

Employee: Sgt. Jennifer Hull

Spring Semester 2021: Western Religions - tuition, fees and books \$538.00.

Summer Semester 2021: Music Appreciation - estimated tuition and fees \$485.00, plus the cost of books and labs.

Fall Semester 2021: Business Math - estimated tuition and fees \$585.50, plus the cost of books and labs.

Suggested Recommendation: Motion to recommend that the County Board of Commissioners to approve the 50% tuition reimbursement for Jennifer Hull for the aforementioned classes through Northwestern Michigan College, for the Spring, Summer and Fall 2021 semesters, as outlined in the FOPLC Corrections Command Bargaining Agreement. Funds to come from 351.960.

Department Head Approval:  45-1 Date: 06/01/2021

28.4: The Lieutenant position is a salaried position and effective January 1, 2020, will be compensated on the basis of an annual salary of \$68,448.54, and after 15 years of service an annual salary of \$69,224.06. This position is executive and is not eligible for overtime payment. Effective January 1, 2021, the Lieutenant position will be compensated on the basis of an annual salary of \$70,159.75, and after 15 years of service an annual salary of \$70,954.66.

ARTICLE XXIX - PYRAMIDING OF PREMIUM PAY

29.1: There shall be no duplication or pyramiding of any premium rate set forth in this Agreement.

ARTICLE XXX - TUITION

30.1: Employees covered by this Agreement are eligible for financial assistance for tuition cost for college or university courses taken in an approved technical, undergraduate, or graduate program after one (1) complete year of full-time County employment. The County shall reimburse fifty percent (50%) of tuition cost if:

- A. Recommended by the department head and the County Administrator and approved by the Board of Commissioners prior to enrollment in the course.
- B. The college or university is approved by the department head and the County Administrator. The course taken must be directly job related, as determined by the department head or County Administrator.
- C. Prior to being reimbursed for tuition expenses, the employee must present to the County Administrator a receipt for payment and proof of a grade of "C" (or its equivalent or higher.)
- D. Employees eligible for education compensation under the Veterans G.I. Bill or other government sponsored programs will have to exhaust their other benefits prior to being eligible for County education benefits.
- E. Reimbursement includes tuition, registration, books, lab fees, and administrative fees but not meals or travel expenses.
- F. Reimbursement is subject to and conditioned upon money being appropriated in the employee's department budget for this specific purpose.
- G. Tuition reimbursement is subject to all IRS required tax withholding.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Building Safety</u> Contact Person: <u>Amber Weber</u> Telephone No.: <u>231-256-8302</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td>Executive Board Session</td> </tr> <tr> <td colspan="2" style="text-align: center;">06/08/2021</td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/>	Executive Board Session	06/08/2021	
Submittal Dates							
<input checked="" type="checkbox"/>	Executive Board Session						
06/08/2021							
Source Selection Method							
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>542.000.000.960.000</u>	VENDOR: <u>n/a</u> Address/ Phone: _____						

Budgeted Amount: <u>\$ 3,500.00</u>	Contracted Amount: <u>\$ 828.00+</u>
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Document Description	
<input type="checkbox"/> Select One	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

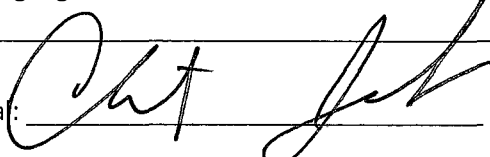
This is a request for tuition reimbursement, as pursuant to Article 34 of the agreement between Leelanau County and Teamsters State, County, and Municipal Workers Local 214. An endorsement letter from Interim Building Official Amber Weber is attached.

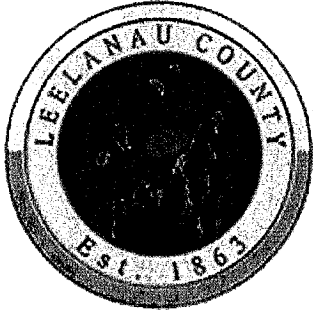
Employee: Molly Steck, Administrative Secretary

ECO 201 - Principles of Macroeconomics. This is a 3-credit course, with tuition and fees of approximately \$414.00, plus the cost of books.

PHL 201 - Ethics. This is a 3-credit course, with tuition and fees of approximately \$414.00, plus the cost of books.

Suggested Recommendation: I move to recommend to the County Board of Commissioners to approve the enrollment of Molly Steck in ECO 201, and PHL 201, through Northwestern Michigan College during the Fall 2021 semester, as presented, and that she be reimbursed 50% of tuition, fees, and books, as outlined in the Teamsters Bargaining Agreement. Funds to come from Education, #542.000.000.960.000.

Department Head Approval:  Date: 05/28/2021



LEELANAU COUNTY DEPARTMENT OF BUILDING SAFETY

8527 E. Government Center Dr. Suite 109

Suttons Bay, MI 49682

Phone (231) 256-9806 FAX (231) 256-8333

E-mail: buildingsafety@leelanau.gov

Website: leelanau.gov

May 26, 2021

To: Chet Janik, Administrator

I support Molly Steck's professional development pursuit to complete her Associates in Applied Science degree. This will require her to complete *Principles of Macroeconomics* and *Ethics* this fall semester at Northwestern Michigan College and will allow her to continue working towards a degree in Landscape Management which is part of the Construction Technology program at NMC's Michigan Education Technology Center.

This certificate will enhance her professional skills and be an asset to the Building Safety Department.

Respectfully,

Amber Weber
Interim Building Official

Endorsed

5/27/2021

TELEVISION

WPBN and WTOM channels 7 and 4
WWTW channels 9 and 10

- B. This inclement weather policy shall not apply to employees who provide emergency services or who are called into work by their supervisor.

**ARTICLE 34
TUITION REIMBURSEMENT**

Employees covered by this Agreement are eligible for financial assistance for tuition cost for college or university courses taken in an approved technical, undergraduate, or graduate program after one (1) complete year of full-time County employment. The County shall reimburse fifty percent (50%) of tuition cost if:

- A. Recommended by the Department Head and the County Administrator and approved by the Board of Commissioners prior to enrollment in the course; and
- B. The college or university is approved by the Department Head and the County Administrator. The course taken must be directly job related, as determined by the Department Head and the County Administrator.
- C. Prior to being reimbursed for tuition expenses, the employee must present to the County Administrator a receipt for payment and proof of a grade of "C" (or its equivalent) or higher.
- D. Employees eligible for education compensation under the Veterans G.I. Bill or other government sponsored programs will have to exhaust their other benefits prior to being eligible for County education benefits.
- E. Reimbursement includes tuition, registration, books, lab fees, and administrative fees but not meals or travel expenses.
- F. Reimbursement is subject to and conditioned upon money being appropriated in the employee's Department budget for this specific purpose.
- G. Tuition reimbursement is subject to all IRS required tax withholding.

**ARTICLE 35
SEPARABILITY**

If any section of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should

Reset Form

Michigan Department of Treasury
814 (Rev. 01-21)

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Department(s) **L-4029**
COPY TO: Each township or city clerk

2021 Tax Rate Request (This form must be completed and submitted on or before September 30, 2021)

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 Leelanau County	2021 Taxable Value of ALL Properties in the Unit as of 5-24-2021 3,122,236,394
Local Government Unit Requesting Millage Levy Leelanau County	For LOCAL School Districts: 2021 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

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 2021 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2021 Current Year "Headlee" Millage Reduction Fraction	(7) 2021 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	3.4276	0.9916	3.3988	1.0000	3.3988			Indefin

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

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).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2021 for instructions on completing this section.

<input checked="" type="checkbox"/> Clerk	Signature	Print Name Michelle L. Crocker	Date
<input type="checkbox"/> Secretary			
<input checked="" type="checkbox"/> Chairperson	Signature	Print Name William J. Bunek	Date
<input type="checkbox"/> President			

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	

* 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.

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

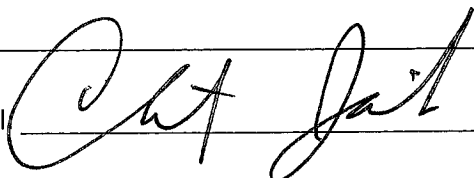
EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Chet Janik</u> Telephone No.: <u>231-256-8100</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 06/08/2021
Source Selection Method	VENDOR: <u>n/a</u> Address/ Phone: _____
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ Account Number (Funds to come from): _____	

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 0.00
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Proposed Office Restructuring</u>

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<p>A memo detailing the proposed restructuring of personnel within the Equalization Department is attached, along with draft authorized staffing levels for the proposed reorganization of staff and the current staffing levels.</p> <p><i>Suggested Recommendation:</i> I move to recommend to the County Board of Commissioners to approve the proposed Equalization Office restructuring, effective July 1, 2021.</p>
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Department Head Approval:  Date: 05/28/2021


BOARD OF COMMISSIONERS

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



Chet Janik, County Administrator

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

To: Board of Commissioners
From: Chet Janik 
Date: June 1, 2021
Re: Equalization Office Restructuring

November 2021 will mark Laurie Spencer's 10th anniversary as Leelanau County's Equalization Director. Her tenure, the longest of any previous director, has been marked by strides in technology and efficiency in service to the public. After a 44-year career in assessing administration and equalization, Ms. Spencer has decided to transition to retirement. After consultations between Ms. Spencer and Leelanau County Property Appraiser Andrew Giguere, a smooth transition plan has been developed that will lead to new leadership of the Equalization Department while maintaining a high quality of service to the public and meeting the directorship requirements of the State of Michigan.

The State Tax Commission (STC) requires that Leelanau County's Equalization Department be led by an individual holding the certification of Michigan Master Assessing Officer (MMAO/4). This is the highest level of certification available to assessors in Michigan and requires multiple years of education and service in assessment administration. Ms. Spencer has held a certification of MMAO/4 for 26 years. In order to ensure that Leelanau County continues to meet the requirements established by the STC, Ms. Spencer has agreed to facilitate a leadership transition for approximately one year. During the coming year (July 2021 to July 2022), she will continue as Leelanau County's acting Equalization Director as needed while reducing her working hours to 11 hours per week. Concurrently, Mr. Giguere (MAAO/3) will function as the interim Equalization Director while fulfilling the coursework for certification as an MMAO/4. Mr. Giguere's program of study will run November 2021, to November 2022, but he will apply for a waiver of certification from the STC so that he may be officially recognized as Leelanau County's acting Equalization Director in the spring of 2022. Mr. Giguere's current position of Property Appraiser will be filled by a yet-to-be-hired individual with previous appraisal experience.

To conclude, this proposed transition program will allow Leelanau County to meet its equalization leadership STC requirements, provide a smooth transition in leadership, and include a period of mentorship covering one equalization cycle for Mr. Giguere. The primary

benefit of this proposal is a seamless changeover in leadership utilizing long-standing personnel who are familiar with the specific day-to-day operations of the Leelanau County Equalization Department.

The attached sheets provide a financial overview of the proposed restructuring plan and verification that the proposal will have a very minor impact on the department's budget for the remainder of 2021 and a probable budget reduction in 2022.

Thank you in advance for your cooperation and please contact me if there are any questions.

Brief Employee Master List

DRAFT

101-475-225

Equalization

**COUNTY OF LEELANAU
2021 Proposed Wages**

Title	Hire Date	Pay Rate	2021 Wages 1739	Non-worked holiday 88	Total Wages	BCBS Buyout	BCBS County Premium	Longevity	401 (a) Plan	Taxable Wages	FICA 0.0765	MERS Rate	MERS Cost
Equalization Director	10/24/2011	Salary 89,666	89,666		89,666	0	14,260		800	89,666	6,859	0.2034	18,238
GIS Analyst	4/24/2017	70 hrs 27.09/28.75	49,097	2,489	51,585	5,656	14,260	-		57,240	4,379	0.0777	4,008
Property Appraiser	2/27/2012	70 hrs 28.75	49,996	2,530	52,526	0	18,596		600	52,526	4,018	0.2834	14,886
Equalization Technician	4/6/15 / 10/6/15	70 hrs 22.21 Overtime	38,623	1,954	40,577	0	14,260	-		40,577	3,104	0.0777	3,153
											0		0
			227,382	6,973	234,354		61,376	0	1,400	240,011	18,360		40,285

GIS Analyst	
1/1/21 to 4/23/21	
542 Regular @ \$27.09	14683
25 Holiday @ \$27.09	677
	<hr/> 15359
4/24/21 to 12/31/21	
1197 Regular @ \$28.75	34414
63 Holiday @ \$28.75	1811
	<hr/> 36225

AUTHORIZED STAFFING LEVELS

Number of Positions	Full-Time Equivalents	Classification Title
1	1	Equalization Director
1	1	Property Appraiser
1	1	GIS Analyst
1	1	Equalization Technician

Brief Employee Master List

DRAFT

101-475-225

Equalization

**COUNTY OF LEELANAU
2021 Proposed Wages**

Title	Hire Date	Pay Rate	2021 Wages 1739	Non-worked holiday 88	Total Wages	BCBS Buyout	BCBS County Premium	401 (a) Plan	Taxable Wages	FICA 0.0765	MERS Rate	MERS Cost
Equalization Director	10/24/2011	Salary 44,318	44,318		44,318	0	7,130		44,318	3,390	0.2034	9,014
<i>Equalization Director 30%</i>	<i>10/24/2011 / 7/1/2021</i>	<i>Salary</i>	<i>13,451</i>		<i>13,451</i>		<i>0</i>		<i>13,451</i>	<i>1,029</i>	<i>0.2034</i>	<i>2,736</i>
<i>Interim Equalization Director 70%</i>	<i>2/27/2012 / 7/1/2021</i>	<i>Salary</i>	<i>39,421</i>		<i>39,421</i>		<i>9,298</i>		<i>39,421</i>	<i>3,016</i>	<i>0.2034</i>	<i>8,018</i>
<i>Property Appraiser</i>	<i>2/27/2012</i>	<i>70 hrs 28.75</i>	<i>25,041</i>	<i>920</i>	<i>25,961</i>	<i>0</i>	<i>9,298</i>	<i>600</i>	<i>25,961</i>	<i>1,986</i>	<i>0.2034</i>	<i>5,281</i>
<i>Property Appraiser</i>	<i>8/1/2021</i>	<i>70 hrs 22.05</i>	<i>15,898</i>	<i>1,080</i>	<i>16,979</i>	<i>0</i>	<i>9,298</i>		<i>16,979</i>	<i>1,299</i>	<i>0.0777</i>	<i>1,319</i>
GIS Analyst	4/24/2017	70 hrs 27.09/28.75	49,097	2,489	51,585	5,656	14,260		57,240	4,379	0.0777	4,008
Equalization Technician	4/6/15 / 10/6/15	70 hrs 22.21 Overtime	38,623	1,954	40,577	0	14,260 -		40,577	3,104	0.0777	3,153
										0		0
			225,849	6,443	232,291		63,544	600	237,948	18,202		33,529

GIS Analyst	
1/1/21 to 4/23/21	
542 Regular @ \$27.09	14683
25 Holiday @ \$27.09	677
	15359
4/24/21 to 12/31/21	
1197 Regular @ \$28.75	34414
63 Holiday @ \$28.75	1811
	36225

AUTHORIZED STAFFING LEVELS

Number of Positions	Full-Time Equivalents	Classification Title
1	1	Equalization Director
1	1	Property Appraiser
1	1	GIS Analyst
1	1	Equalization Technician

EXECUTIVE DOCUMENT SUMMARY


Department: Senior Services Contact Person: <u>April Missias</u> Telephone No.: <u>231-256-8121</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board: <u>06/08/2021</u> <input type="checkbox"/> Regular Session: _____
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Source Selection Method <input type="checkbox"/> Select One <input type="checkbox"/> Other: <u>n/a</u>	VENDOR: _____ Address: _____ Phone: _____
---	--

Budgeted Amount: _____ \$ <u>309,354.83</u>	Contracted Amount: _____
---	--------------------------

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>LCSS Restructure Plan</u>

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	
This is a request for restructuring the LCSS office staffing, as presented and recommended by Leelanau County Senior Services Committee Chairman Will Bunek and supported by Commissioner Gwenne Algaier.	
Proposed Restructured Positions/Pay Grade	
1. The LCSS Program Assistant is currently classified as a secretary with a pay grade of 2. As a result of staffing changes over the years, this position has taken on the additional duties of the Finance Coordinator position. I am proposing the Program Assistant and Finance Coordinator positions be combined and restructured at the original classification of an Account Clerk with a pay grade of 3 with four years of experience per union contract. Proposed Annual Income with Benefits: \$22.21 (four years)/hour \$61,825.40=Salary plus benefits	
2. Care Coordinator: The Care Coordinator will be a professional position filled by a Nurse or Social worker. This position would be a non-union professional position. Proposed Annual Income with Benefits: \$27.07/hour \$76,512.80=salary plus benefits	
3. Aging Well Resource Coordinator: This position would also be a professional position filled by a social worker or someone with experience in the social services field. This position would be a non-union professional position. Proposed Annual Income with Benefits: \$25.41/hour \$72,982.00=salary plus benefits	
4. Safety Coordinator: This position would be a part-time position with duties related to safety equipment (loan closet, emergency pendants, scams), food, voucher programs. Proposed Annual income: Pay Grade 2 \$14.85/hour \$27,027.00=salary plus pro-rated benefits	
Suggested Recommendation:	I move that the County Board of Commissioners recommend approval of the restructuring of the Leelanau County Senior Services Department as presented, with changes effective upon approval by the Board of Commissioners.

Department Head Approval: 
 Digitally signed by April Missias
 Date: 2021.05.27 15:33:48 -04'00'
 Date: 05/27/2021

LCSS Vision

2021

LCSS Goals and Focus

- ▶ Build inclusive senior networks in Leelanau County
- ▶ Identify community assets that can support seniors
- ▶ Grow senior connections and socialization opportunities
- ▶ Engage seniors in healthy aging

Different needs at different ages

In generalities:

60+ needs: Information, prevention, education, future planning options

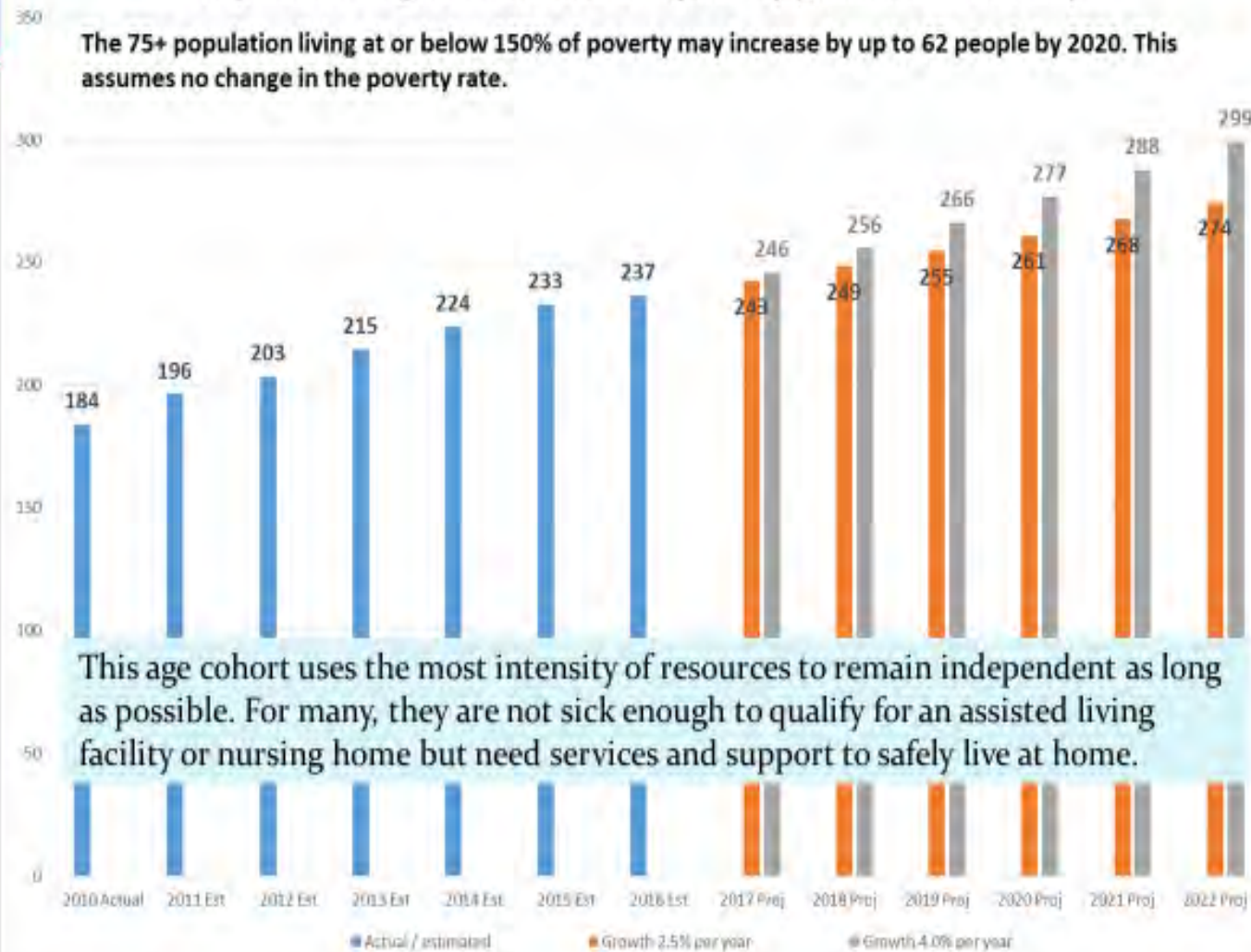
75+ needs: Information, care management, in-home services, socialization

80+ needs: Intensive care management, end of life planning, long term care placement planning

85+ (the fastest growing age group; this age group will more than double by 2030)

Population - Age 75+ and 150% of poverty (assumed 6.5% rate)

The 75+ population living at or below 150% of poverty may increase by up to 62 people by 2020. This assumes no change in the poverty rate.



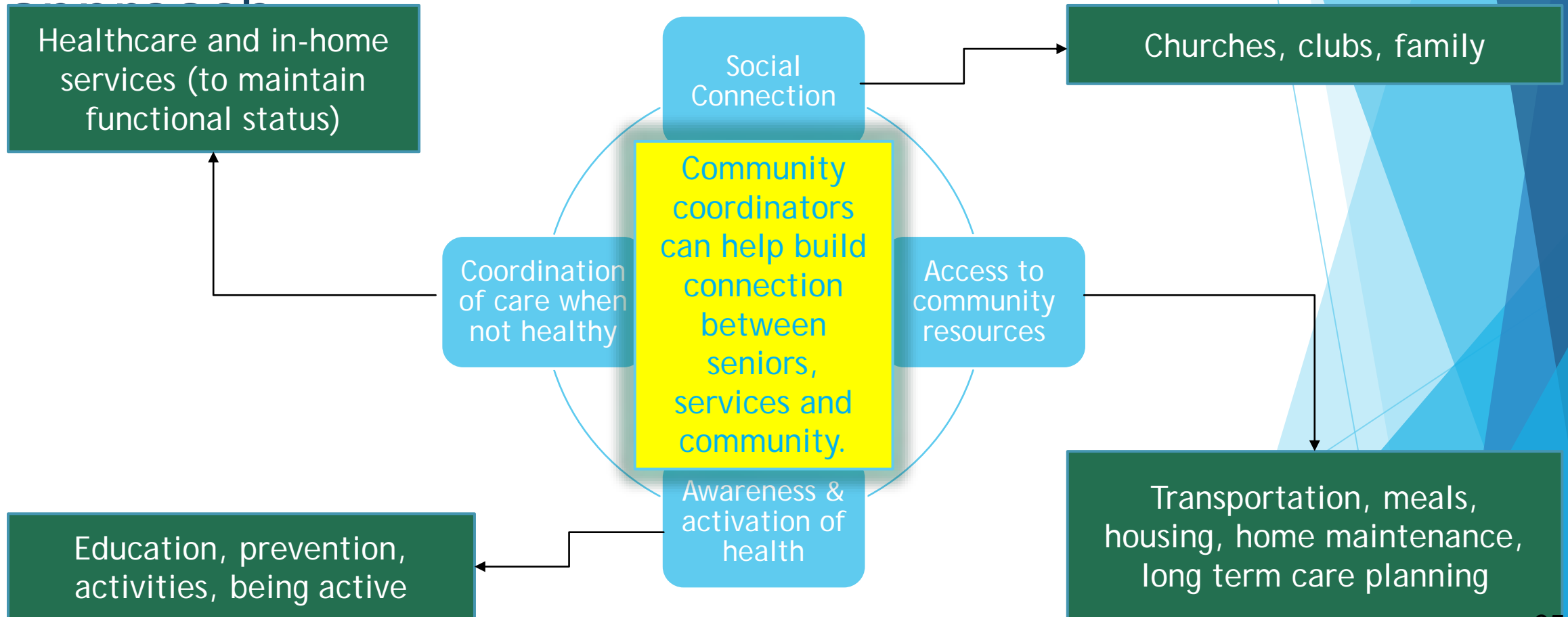
This age cohort uses the most intensity of resources to remain independent as long as possible. For many, they are not sick enough to qualify for an assisted living facility or nursing home but need services and support to safely live at home.

Actual and Estimated Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates.

Overall projection = 2016 Estimate

2017-2022 projections use 2.5% and 4.0% change/year rates.

To have a healthy aging population - we need a preventative and proactive



Proposed Staff Additions:

- ▶ Care Coordinator (Professional-Nurse or Social Worker):
Specialists with knowledge and experience in the field of aging provide older adults and their families with in-home comprehensive clinical assessments and linkages to services, care planning and ongoing monitoring of services.
 - ▶ Develop care plan and coordinate millage and non-millage services
- ▶ Resource Coordinator/Aging Well Coordinator (Professional Social Worker):
Foster awareness of and effectively connect people to existing community assets to empower them to age well within their community.
 - ▶ Building community connection to supplement publicly funded supports
- ▶ Safety Coordinator:
Part-time position with duties related to safety equipment (loan closet, emergency pendants, scams) food, voucher programs

Strengthened Role

- ▶ Be a hub to connect sectors to prepare for the ongoing demographic change
- ▶ Expand preventative approaches:
 - ▶ Social Worker/Registered Nurse to assist with care management
 - ▶ Community Coordinator to address social isolation and promote aging well.
 - ▶ Coordinate, promote, and facilitate educational and social programs

Leelanau County Senior Services Restructure Vision

Leelanau County Senior Services has undergone multiple department restructures to address the ever-changing needs of the senior population residing in Leelanau County as well addressing budgetary changes along the way. The past eight and half years have been spent identifying individual senior and community needs to approach aging well in Leelanau County. LCSS transitioned from employing staff to provide in-home services to contracting with home health organizations to provide services for the county's seniors. There are pros and cons to both approaches, but overall contracting services has allowed LCSS to focus its attention on the larger picture of how to provide programs and supports to seniors with varying needs from all income/asset levels.

Leelanau County's senior population is one of the largest in the State of Michigan and nation with approximately 43% of the population being 60 years of age or older. There is currently a shortage of caregivers across the country and we are feeling the impact here in Leelanau County. The current shortages coupled with the projections in the future is creating new trends and challenges in assisting seniors to remain in their homes.

It is imperative that LCSS takes a hard look at its staffing levels, the success and challenges that go along with contracting services, and determine what will be needed to ensure LCSS can continue to meet the growing needs of seniors in the future.

LCSS in conjunction with other local aging networks and organizations active in Leelanau County came together and created a vision for what it would take to age well in Leelanau. **See PowerPoint.**

LCSS have been applying this approach to aging for years and have discussed hiring additional staff to fill some of the crucial roles needed. LCSS, Director saw a need to hire individuals to fill some of the roles needed, but there has been some resistance and hesitancy in hiring additional staff. To meet the need of having a nurse/social worker to complete assessments and provide care coordination LCSS contracted with ShareCare of Leelanau to provide the needed roles for seniors within Leelanau County. LCSS and ShareCare have worked to develop their collaborating program, but have run into some challenges during implementation of the initial vision which have left some unanticipated potential service gaps.

LCSS will be undergoing a staffing change with the retirement of its Assistant Director. Therefore, I am proposing that LCSS hire two full time staff members, one to fulfill the role of Assistant Director and one to add a Care Coordinator/Resource Coordinator/ Aging Well Coordinator, restructure the current Program Assistant, and add a part time Program Assistant/safety coordinator.

Staffing History:

- **2012:** Staffing Levels- Director-FT, Administrative Assistant-FT, Activities Coordinator-FT, two-part time Secretaries. Seven part time homemakers
May 2012-Director and Administrative Assistant retired
December 2012- new Director hired
- **2013:** Administrative Assistant FT position reduced and changed to a PT Finance Coordinator position
Transition to contracted homemaking services-reducing part time homemakers
June 2013: two part time secretaries combined to one full time Program Assistant
Activities Coordinator duties increased to include duties once performed by Administrative Assistant and title changed to Assistant Director
- **2018:** Vacant Pt Finance Coordinator position-hired within with a reduction in hours
- **2019:** Restructuring of office: 21-hour part time position vacant
Finance Coordinator duties transferred to Program Assistant, Assistant Director, and Director

Proposed Restructured Positions/Pay Grade/

1. **LCSS Program Assistant** is currently classified as a Secretary with a pay grade of 2. As a result of staffing changes over the years this position has taken on the additional duties of the Finance Coordinator position. I am proposing the Program Assistant and Finance Coordinator positions be combined and restructured at the original classification of an Account Clerk with a pay grade of 3 with four years of experience per union contract.

Proposed Annual Income with Benefits: \$22.21 (four years)/hour
\$61,825.40=Salary plus benefits

2. **Care Coordinator:** The Care Coordinator will be a professional position filled by a Nurse or Social worker. This position would be a non-union professional position

Proposed Annual Income with Benefits: \$27.07/hour
\$76,512.80=salary plus benefits

(LCSS currently pays \$70/hr. for contracted care coordination)

3. **Agging Well Resource Coordinator:** This position would also be a professional position filled by a social worker or someone with experience in the social services field. This position would be a non-union professional position.

Proposed Annual Income with Benefits: \$25.41/hour
\$72,982.00=salary plus benefits

(LCSS currently pays \$28/hr. for contracted volunteer coordination)

4. **Safety Coordinator:** This position would be a part-time position with duties related to safety equipment (loan closet, emergency pendants, scams), food, voucher programs.

Proposed Annual income: Pay Grade 2 \$14.85/hour
\$27,027.00=salary plus pro-rated benefits

Budget Impact

LCSS' budget is millage funded. The proposed additions and changes would fall in line with LCSS' budget parameters, and would eliminate the need to contract with other service providers to provide a Care Coordinator for LCSS and reduce the number of hours needed to contract with other service providers to provide volunteer coordination. Additional staffing would allow LCSS to transition to a stronger proactive department by providing additional educational opportunities in a variety of formats, enhance collaborative relationships with service providers to meet the growing needs of seniors, and add programs and supports to address the ever-changing needs of seniors as they strive to age in place.

See Budget Packet

2021 Non Union Wage Schedule

2/18/2021

POSITION	Start	One Year	Two Year	Three Year	Four Year
Temporary Office Assistant	\$16.20	\$17.53	\$18.84	\$20.22	
Assistant Senior Services Director	\$14.92	\$16.27	\$17.61	\$18.94	\$20.33
Chief Deputy Treasurer	\$20.05	\$21.04	\$22.32	\$23.67	\$25.90
Chief Deputy Clerk	\$22.05	\$23.74	\$25.41	\$27.07	\$28.75
Chief Deputy Register of Deeds	\$20.05	\$21.04	\$22.32	\$23.67	\$25.90
Executive Assistant	\$20.05	\$21.04	\$22.32	\$23.67	\$25.90
Drain Commissioner	\$9,668.83	\$10,411.80	\$10,708.96	\$11,006.18	\$14,992.90
Senior Services Director	\$52,691.30	\$54,602.42	\$56,582.80	\$58,635.00	\$60,761.69
Planning Director	\$65,445.65	\$66,933.04	\$69,164.87	\$70,949.45	\$72,466.02
Equalization Director	\$80,449.78	\$82,058.77	\$84,520.55	\$87,056.14	\$89,666.13
I.T. Director	\$65,444.65	\$66,933.04	\$69,164.87	\$70,949.45	\$72,466.02
Building Official	\$66,870.37	\$68,357.78	\$69,845.19	\$71,332.61	\$72,820.01
Clerk	\$66,933.04	\$68,569.04	\$70,130.75	\$71,692.44	\$73,318.23
Treasurer	\$66,933.04	\$68,569.04	\$70,130.75	\$71,692.44	\$73,318.23
Register of Deeds	\$66,933.04	\$68,569.04	\$70,130.75	\$71,692.44	\$73,318.23
Director of Emergency Mgmt.	\$72,882.65	\$74,667.21	\$76,303.22	\$77,939.23	\$79,795.20
Assistant Director 911	\$55,148.67	\$56,582.54	\$58,053.68	\$59,563.09	\$61,111.73
Undersheriff	\$72,882.65	\$74,667.21	\$76,303.22	\$77,939.23	\$79,795.20
Sheriff	\$76,006.04	\$77,642.05	\$79,288.53	\$80,914.20	\$82,478.64
Prosecutor	\$91,028.65	\$92,813.23	\$94,599.26	\$96,235.26	\$97,964.51
Chief Assistant Prosecutor	\$76,295.18	\$78,881.48	\$80,821.16	\$82,114.29	\$84,054.01
Assistant Prosecutor	\$55,189.13	\$56,666.43	\$58,155.54	\$59,657.13	\$61,328.86
Maintenance Director	\$52,446.51	\$55,068.86	\$57,822.23	\$60,714.03	\$63,748.39
Administrator					\$89,933.08
Court Employees					
Deputy Register/Recorder	\$16.02	\$17.61	\$19.17	\$20.76	\$22.32
Juvenile Register	\$19.27	\$20.79	\$22.44	\$24.04	\$25.64
Substance Abuse Coordinator	\$23.24	\$25.16	\$27.07	\$28.99	\$30.93
Probation Officer	\$23.24	\$25.16	\$27.07	\$28.99	\$30.93
Probate Register	\$27.87	\$30.07	\$32.28	\$34.47	\$36.62
MIDC Specialist	\$23.58	\$25.53	\$27.47	\$29.42	\$31.40
Court Administrator	\$27.87	\$30.07	\$32.28	\$34.47	\$36.62
District Court Administrator	\$57,976.45	\$62,545.91	\$67,137.66	\$71,707.12	\$76,187.43
Probate/Family Judge	Mandated per the State of Michigan				\$155,621.12
Marine Patrol	\$16.08	\$17.67	\$19.27	\$20.83	\$22.40

**2021 Teamsters
Wage Schedule**

	<u>Start</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>	<u>Four Year</u>
Grade 1	12.64	13.59	14.56	15.50	16.46
Grade 2	14.85	16.20	17.53	18.84	20.22
Grade 3	15.96	17.53	19.08	20.65	22.21
Grade 4	19.18	20.67	22.35	23.94	25.52
Grade 5	22.05	23.73	25.39	27.09	28.75
Grade 6	23.13	25.06	26.94	28.87	30.75
Grade 7	26.53	28.53	30.58	32.58	34.63

REVENUE & EXPENSE REPORT - CURRENT

Fund 281 Senior Services Fund
 Department

County of Leelanau
 Period Ending Date: March 31, 2021

Account Number Account Name	Month-to-date Actual	Current Year-to-date Actual	Current Year Total Amended Budget	Percentage Spent/Received
Fund 281 Senior Services Fund				
Fiscal Year 2021				
Revenues				
000000-401.000 Fund Balance Forward	0.00	0.00	12,181.00	0.00%
000000-402.000 Current Taxes	124,709.44	746,741.16	881,177.00	84.74%
000000-402.003 Prior Years Tax Adjustments	-33.67	-2,346.26	0.00	100.00%
000000-420.000 Delinquent Personal Taxes	1.66	1.66	400.00	0.42%
000000-427.000 National Park Tax Reim.	0.00	0.00	50.00	0.00%
000000-429.000 Commercial Forest Reserve Tax	0.00	0.00	25.00	0.00%
000000-445.000 Penalties/Interest on Taxes	641.51	641.51	0.00	100.00%
000000-623.000 Sale of Safety Equipment	0.00	185.00	5,000.00	3.70%
000000-669.000 Misc Reimbursements	75.00	75.00	0.00	100.00%
000000-670.000 Expo Fee	0.00	0.00	5,000.00	0.00%
000000-675.000 Contrib. from Priv. Sources	0.00	50.00	4,000.00	1.25%
000000-675.001 Xmas Stockings	0.00	100.00	1,000.00	10.00%
000000-675.019 Pandemic Donations	410.00	940.00	0.00	100.00%
000000-676.000 Senior Special Dining	0.00	0.00	1,000.00	0.00%
000000-676.005 Foot Care Vouchers	1,650.00	5,910.00	27,000.00	21.89%
000000-677.000 Contribution from other Agency	680.00	680.00	4,000.00	17.00%
000000-678.000 BASA Grant	0.00	0.00	4,000.00	0.00%
Revenues Total	128,133.94	752,978.07	944,833.00	79.69%
Expenses				
000000-702.000 Overtime	187.70	858.16	0.00	100.00%
000000-703.000 Salaries	10,049.17	25,498.52	131,279.00	19.42%
000000-703.006 Salaries -non-work holiday	283.85	851.55	3,568.00	23.87%
000000-706.000 401(a) Pension Plan	0.00	0.00	1,400.00	0.00%
000000-717.000 Social Security	734.06	1,869.10	10,315.00	18.12%
000000-718.000 Hospitalization	0.00	9,918.50	39,674.00	25.00%
000000-719.000 Retirement	1,190.89	3,656.61	15,146.00	24.14%
000000-720.000 Life Insurance/Disability	218.43	638.50	2,622.00	24.35%
000000-727.000 Office/Operating Supplies	246.36	694.94	4,000.00	17.37%

REVENUE & EXPENSE REPORT - CURRENT

Fund 281 Senior Services Fund

County of Leelanau

Department

Period Ending Date: March 31, 2021

Account Number Account Name	Month-to-date Actual	Current Year-to-date Actual	Current Year Total Amended Budget	Percentage Spent/Received
000000-727.003 EXPO Activities	0.00	0.00	5,000.00	0.00%
000000-727.004 Christmas Stocking Expense	0.00	298.11	1,000.00	29.81%
000000-727.005 Senior Activities	0.00	0.00	6,000.00	0.00%
000000-727.019 Pandemic Donation Expenses	258.15	498.49	0.00	100.00%
000000-728.000 Postage	2,811.64	5,230.26	16,000.00	32.69%
000000-743.000 Gas/Oil	66.90	123.54	0.00	100.00%
000000-775.000 Repair and Maintenance	277.76	843.06	0.00	100.00%
000000-801.000 Contractual Services	12,449.26	31,369.35	185,591.00	16.90%
000000-801.002 Unmet Needs	15,469.44	35,307.28	100,000.00	35.31%
000000-801.003 Personal & Respite Care	13,038.16	16,139.87	100,000.00	16.14%
000000-801.007 Senior Home Cleaning Service	13,438.33	15,956.55	90,130.00	17.70%
000000-801.008 Meals On Wheels	7,000.00	7,000.00	28,000.00	25.00%
000000-801.009 Medical Transportation	1,849.79	2,233.37	16,500.00	13.54%
000000-801.012 Foot Care Program	1,500.00	4,450.00	45,000.00	9.89%
000000-801.014 Dental Needs	0.00	829.00	0.00	100.00%
000000-802.002 Unmet Need Donations	0.00	118.00	0.00	100.00%
000000-807.000 Membership Dues and Fees	0.00	320.67	700.00	45.81%
000000-808.000 Subscriptions	0.00	35.00	200.00	17.50%
000000-850.000 Telephone	0.00	136.50	546.00	25.00%
000000-850.001 Telephone - Cell Phone	0.00	49.36	0.00	100.00%
000000-860.000 Travel	9.80	356.04	5,000.00	7.12%
000000-900.000 Printing and Publishing	2,135.00	4,030.00	15,500.00	26.00%
000000-941.000 Computer Charges (Rental)	0.00	2,634.00	10,536.00	25.00%
000000-942.000 Copy Machine Charges (Rental)	155.80	401.44	2,500.00	16.06%
000000-943.000 Buildings & Grounds Charges	0.00	3,492.00	13,968.00	25.00%
000000-960.000 Education	0.00	0.00	1,500.00	0.00%
000000-965.000 Contrib. to Other Agency	0.00	4,194.00	4,194.00	100.00%
000000-967.000 Safety Equipment	0.00	637.50	10,546.00	6.04%
000000-970.010 Capital Outlay-under \$5000.00	4,999.00	4,999.00	0.00	100.00%
000000-999.001 Operating Trans Out - Indirect cost	0.00	0.00	78,418.00	0.00%

REVENUE & EXPENSE REPORT - CURRENT

Fund 281 Senior Services Fund
Department

County of Leelanau
Period Ending Date: March 31, 2021

Account Number Account Name	Month-to-date Actual	Current Year-to-date Actual	Current Year Total Amended Budget	Percentage Spent/Received
Expenses Total	88,369.49	185,668.27	944,833.00	19.65%
	39,764.45	567,309.80	0.00	100.00%
Revenues Total	128,133.94	752,978.07	944,833.00	79.69%
Expenses Fund Total	88,369.49	185,668.27	944,833.00	19.65%
Net (Rev/Exp)	39,764.45	567,309.80	0.00	
Beginning/Adjusted Balance	706,681.90	+	YTD Revenues	752,978.07
		-	YTD Expenses	185,668.27
		=	Current Fund Balance	1,273,991.70

Senior Services Staffing Estimations 2021

Current Wages/Positions		
County Employees		
Director	\$	89,808.91
Assistant Director	\$	60,806.20
Secretary	\$	57,587.80
Contracted		
Care Coordinator	\$	50,151.92
Volunteer Coordinator	\$	51,000.00
Estimated Annual Cost	\$	309,354.83

Proposed Wages/Positions		
County Employees		
Director	\$	89,808.91
Care Coordinator	\$	76,512.80
Resource Coordinator	\$	72,982.00
Account Clerk	\$	61,825.40
Safety Coordinator	\$	23,176.37
Contracted		
Volunteer Coordinator	\$	25,500.00
Estimated Annual Cost	\$	349,805.48

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Maintenance</u> Contact Person: <u>Jerry Culman II</u> Telephone No.: <u>231-256-8160</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session <u>06/08/2021</u>
Source Selection Method	VENDOR: <u>Kennedy Industries</u> Address/ <u>4925 Holtz Dr</u> <u>Wixom, MI 48393</u> Phone: <u>248-684-1200</u>
<input checked="" type="checkbox"/> Quotation <input type="checkbox"/> Other: _____ Account Number _____ (Funds to come from): _____	

Budgeted Amount: <u>\$ 60,000.00</u>	Contracted Amount: <u>\$13,445.00</u>
--------------------------------------	---------------------------------------

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Purchase new or repair a pump</u>

Request to Waive Board Policy on Bid Requirements

In April, one of the two Flygt submersible grinder pumps located within the Government Center Complex Wastewater Treatment Plant needed emergency repair/replacement. A recently purchased, new "backup" pump was installed and the broken pump was returned to Kennedy Industries to determine whether it could be repaired (see attached).

Quotes are attached for the following - (a) repairing the County pump, and (b) purchasing a new pump.

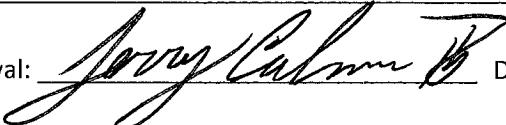
There are two potential scenarios -

1: Approve repairing the decommissioned current pump at a cost of \$4,450.00, reserving it as a backup; or

2: Approve purchasing a new pump at a cost of \$8,995.00, then swapping it out for the the currently installed older pump, and have the working older pump evaluated and rebuilt with any needed parts.

Either of the two repaired pumps will come with a warranty (also attached). I am recommending option 2 in order to have at least one backup pump on hand.

Suggested Recommendation: I move to recommend to the County Board of Commissioners to approve the purchase of one (1) new Flygt Submersible Pump and authorize the repair of one of the two County-owned existing pumps by Kennedy Industries, in an amount not to exceed \$13,445.00; funds to come from 631.775.001.

Department Head Approval:  Date: 06/02/2021

QUOTATION		
DATE	NUMBER	PAGE
5/19/2021	0040166	1 of 1

B LEE550
I
L LEELANAU COUNTY
L 8527 E. GOVERNMENT CENTER DRIV
T SUTTONS BAY, MI 49682
O

Accepted By: _____
Company: _____
Date: _____
PO#: _____

ATTENTION:
JERRY CULMAN 231-256-8160 jculman@leelanau.gov

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
QUOTE	FLYGT 3102 GRINDER PUMP, WATER	JSB/AMA	FREIGHT ALLOWED

QTY	DESCRIPTION
-----	-------------

(1) FLYGT SUBMERSIBLE GRINDER PUMP, MODEL MP 3102.890-212, 6 HP, 3 PHASE, 460 VOLT WITH 2" DISCHARGE AND 30' MOTOR AND SENSOR CABLE. PUMP EQUIPPED WITH SEAL FAIL/HIGH TEMP CABLE.

NET PRICE INCLUDING FREIGHT, BUT NO TAXES: \$ 8,955.00

DELIVERY: 8-10 WEEKS AFTER RECEIPT OF ORDER.

WE DO NOT INCLUDE:

INSTALLATION, SITE WORK, CONCRETE, ANCHOR BOLTS, PIPING, CHAIN, COVER, CONDUIT, MINI CAS, WIRING, JUNCTION BOXES, PADLOCKS, KEYS OR START-UP UNLESS LISTED ABOVE.

WE APPRECIATE THIS OPPORTUNITY TO QUOTE AND LOOK FORWARD TO BEING OF FUTURE SERVICE.

SINCERELY,

ASHLEY ADAMS

This quote is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms & Conditions (Rev'd 4/2019) and Customer Warranty available at www.kennedyind.com which will be provided by email upon written request. Kennedy reserves the right to change the Terms & Conditions and Customer Warranty for future orders. By accepting this quote and/or issuing a purchase order relative to this quote, buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Kennedy's website.

**CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE
NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL**



May 13, 2021

Mr. Jerry Culman
Leelanau County
8527 E. Government Center Drive
Suttons Bay, MI 49682

RE: Flygt 3102.890 Sewage Pump
Serial Number: 0480015
Customer Reference Order #: N/A
Kennedy Industries #: 110562

Mr. Culman:

Attached are photos with descriptions of the parts in need of repair or replacement. If you have any questions, please do not hesitate to contact us.

Sincerely,

Sarah Rahn

KENNEDY INDUSTRIES, INC.

QUOTATION		
DATE	NUMBER	PAGE
5/13/2021	0040056	2 of 2

QTY	DESCRIPTION
-----	-------------

TOTAL REPAIR COST: \$4,450.00

DELIVERY: 2 WEEKS (AFTER RECEIPT OF ORDER)

PLEASE PROVIDE WRITTEN OR VERBAL AUTHORIZATION SO THAT WE MAY RESPOND TO YOUR REQUIREMENTS.

IF YOU HAVE ANY QUESTIONS, COMMENTS, OR ARE IN NEED OF ANY ADDITIONAL INFORMATION PLEASE FEEL FREE TO CONTACT ME AT (248) 684-1200.

SINCERELY,
SARAH RAHN
SRAHN@KENNEDYIND.COM

SER
CC:JSB

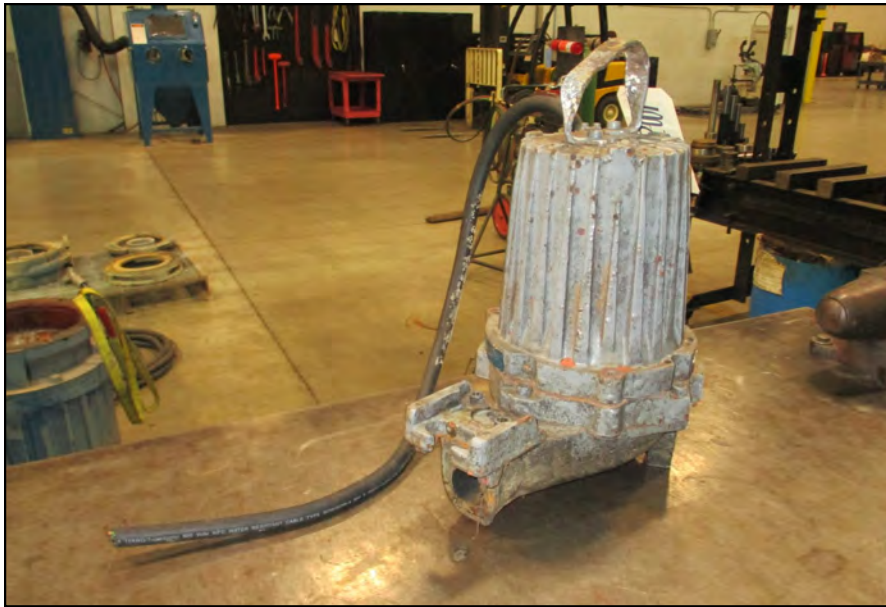
This quote is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms & Conditions (Rev'd 4/2019) and Customer Warranty available at www.kennedyind.com which will be provided by email upon written request. Kennedy reserves the right to change the Terms & Conditions and Customer Warranty for future orders. By accepting this quote and/or issuing a purchase order relative to this quote, buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Kennedy's website.

CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE
NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL

TOTAL: \$4,450.00



PUMP



- Pump at disassembly.
- Pump rotates freely by hand.
- Pump passed initial electrical testing.
- During test run pump had some bearing noise and vibrations.

PUMP



- Mechanical seal leak allowed seal oil to contaminate the stator housing and pump internals.
- Mechanical seals, bearings, and o-rings will be replaced with new.



IMPELLER



- Impeller is eroded and worn.
- Polymer steel will be applied to the eroded area and hand blended to restore OEM contour.

VOLUTE



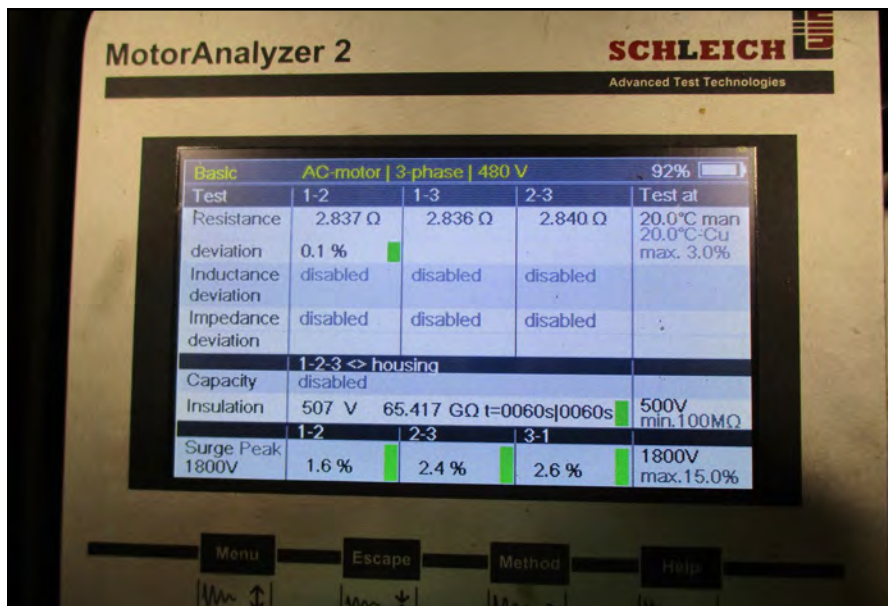
- Volute wear surface show some wear but is reusable.
- Volute will be reused and impeller face clearance will be reset to specification at assembly.

ROTOR



- Rotor total indicator runout is .001", and within specification.
- Rotor OD bearing journals meet ABEC specification.
- Rotor is in good condition and will be reused.

STATOR



Basic AC motor 3-phase 480 V 92%				
Test	1-2	1-3	2-3	Test at
Resistance	2.837 Ω	2.836 Ω	2.840 Ω	20.0°C max 20.0°C-Cu max. 3.0%
deviation	0.1 %			
Inductance deviation	disabled	disabled	disabled	
Impedance deviation	disabled	disabled	disabled	
Capacity	1-2-3 ↔ housing disabled			
Insulation	507 V	65.417 GΩ	t=0060s 0060s	500V min.100MΩ
Surge Peak 1800V	1-2 1.6 %	2-3 2.4 %	3-1 2.6 %	1800V max.15.0%

- Stator was washed and baked to remove contamination.
- After wash and bake stator passed electrical testing.
- Stator will be reused.



MOTOR CABLE



- Motor cable was cut short and saturated with product.
- Motor cable will be replaced with new.

OIL HOUSING



- Oil housing case ring ID to impeller ring OD clearance is .140", specification is .090 – .100".
- A new OEM case ring will be installed to restore clearance to specification.

QUOTATION		
DATE	NUMBER	PAGE
5/13/2021	0040056	1 of 2

B LEE550
I
L LEELANAU COUNTY
L 8527 E. GOVERNMENT CENTER DRIV
T SUTTONS BAY, MI 49682
O

Accepted By: _____
Company: _____
Date: _____
PO#: _____

ATTENTION:
JERRY CULMAN 231-256-8160

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
	FLYGT, PUMP, 3102.890-0480015, SEWAGE	JSB/SER	KENNEDY DELIVER
QTY	DESCRIPTION		

THE FOLLOWING QUOTE IS FOR THE COST OF LABOR AND MATERIALS TO REPAIR THE ABOVE REFERENCED PUMP.

NEW PARTS REQUIRED:

- (1) UPPER MECHANICAL SEAL
- (1) LOWER MECHANICAL SEAL
- (1) UPPER BEARING
- (1) LOWER BEARING
- (1) O-RING KIT
- (37') POWER CABLE
- (1) CABLE SEAL
- (1) BACK CASING RING
- (1) KIT POLYMER STEEL

LABOR REQUIRED:

- PERFORM ALL ELECTRICAL TESTS AND TEST RUN.
- DISASSEMBLE, SANDBLAST, CLEAN AND INSPECT COMPLETE PUMP.
- CLEAN, BAKE AND TEST STATOR ASSEMBLY.
- DIMENSIONALLY MEASURE ALL OPERATING CLEARANCES AND RECORD ON INSPECTION REPORT.
- APPLY POLYMER STEEL TO EROSION ON IMPELLER AND HAND BLEND TO RESTORE OEM CONTOUR.
- ASSEMBLE ALL ROTATING PARTS ON SHAFT AND PLACE IN BALANCE MACHINE.
- VERIFY TOTAL INDICATOR RUN OUTS THEN DYNAMICALLY BALANCE ROTOR TO ISO G2.5.
- ASSEMBLE PUMP COMPLETE WITH NEW PARTS LISTED.
- PRESSURE TEST SEAL CHAMBER TO ENSURE LEAK FREE.
- INSTALL NEW OIL OR COOLANT IN SEAL CHAMBER.
- PERFORM ALL ELECTRICAL TESTS AND TEST RUN.
- PRESERVE, CRATE AND DELIVER TO YOUR LOCATION.

WARRANTY
Xylem Water Solutions USA, Inc



ADDENDUM A - Warranty Coverage by Product

PRODUCT	PRODUCT SERIES AND CONFIGURATION	WARRANTY COVERAGE (Months)									
		1-12	13-18	19-24	25-36	37-39	40-48	49-60	61-84	85-120	
Axial Flow / Mixed Flow / Centrifugal Pumps & Mixers	3000 Series (CP, NP, DP, CT, NT, CZ, NZ, LL) 4000 Series (SR, PP) 7000 Series (PL)	100%		50%			25%				
Concertor Pumping System	6000 Series (N, DP, iPS, XPC)	100%		50%			25%				
	6000 Series w/ iPS or XPC Panels (w/ 1 year purchase of Flygt Cloud and built in i2r)	100%			50%			25%			
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	100%	LIMITED 100%								
Grinder Pumps	3000 Series (MP, MF, MH)	100% (From Ship Date)			100% (from manufacture date)						
Abrasion/Corrosion Resistant & Chopper Pumps	3000 Series (FP, FS, FT, HP, HS)	100%									
	5000 Series (HP, HS)										
	8000.280Series (DP, DZ, DT, DS, DF)										
Centrifugal Pumps	1300 Series	100%									
Dewatering Pumps	2000 Series (BS, KS)	100% (From Ship Date)									
	3000 Series (CS, NS, DS)										
	8000.280 Series (DS, DF)										
TOPS	Fiberglass Pump Station	100% (From Ship Date)		NOTE: Parts that fail where used in a repair are warranted for one (1) year from the date of the repair for the failed part only – no labor; This Includes Flygt pumpcontrollers, Flygt supervision equipment, Flygt submersible level transducers, etc.							
Accessories	Permanent / Portable	100% (From Ship Date)									
Hydroejectors/Aerators	HE, JA	100%									
Portable Pump Controls	Control Boxes (Nolta,MSHA etc.)	100% (From Ship Date)									
TOPS Control Panels	TOPS controlpanels (permanently installed)	100% (From Ship Date)									
Small Pumps	3045, 3057,SX	100% (From Ship Date)									
Parts	All new Flygt parts (mechanical& electrical)	100% (From Ship Date)									
Monitoring & Control	Multismart Pump Station Manager and Operating System	100 (From Ship Date)									
	Flygt Probes (excluding the DuoProbe)	100 (From Ship Date)									
	All other Xylem M&C Products	100% (From Ship Date)									

KENNEDY INDUSTRIES, INC. REPAIR WARRANTY

1. Warranty. Except for software support services provided by Kennedy Industries, Inc. ("Kennedy"), all products (including parts and components) and repairs provided by Kennedy are warranted to be free of defects in material and workmanship for a period of one (1) year after the product is first used, or eighteen (18) months after the date of shipment, whichever period is less, provided that: (A) the repaired item(s) and/or product(s) is in the possession of the original user and has not been sold or transferred to, or is in the control of, a third-party; (B) the repaired item(s) and/or product(s) has been used properly for its intended purpose and properly maintained; (C) Buyer provides Kennedy with written notice of any defect within thirty (30) days from the earliest date on which the defect should reasonably have been discovered; (D) the defectively repaired item(s) and/or product(s) is returned to Kennedy in accordance with the terms of the "RETURN OF EQUIPMENT" section below, and (E) Buyer has complied with all its payment obligations to Kennedy for the parts and/or repairs in question. ALL OTHER WARRANTIES, BOTH IMPLIED AND EXPRESS, ARE EXPRESSLY EXCLUDED BY SELLER AND WAIVED BY BUYER, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO OTHER EXPRESS OR IMPLIED, WRITTEN OR ORAL REPRESENTATIONS MADE BY KENNEDY'S EMPLOYEES, AGENTS OR REPRESENTATIVES CAN EXPAND THE SCOPE OF THIS WARRANTY OR BE RELIED UPON BY BUYER TO EXPAND THE SCOPE OF THIS WARRANTY UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF KENNEDY. THIS WARRANTY IS NOT ASSIGNABLE OR TRANSFERABLE AND KENNEDY'S OBLIGATIONS HEREUNDER TERMINATE WHEN ANY PRODUCT IS TRANSFERRED OR SOLD TO ANY THIRD PARTY.

2. Warranty Violations. All warranties are void if any of the following are found to have contributed to the product failure and/or defect:

- If the pump or product has been handling abrasive material;
- If the pump or product is installed in a well or sump, which is not sufficiently straight or plumb;
- If the pump or product is damaged from electrolysis, graphitization, corrosion or erosion;
- If air or vapor is allowed to enter the pump section of the product;
- If the pump or product is misaligned;
- If the pump or product is misused, operated outside of the parameters for which it was designed, or has not been installed utilizing pumping equipment installation practices per Hydraulic Institute standards; and/or
- Any other inappropriate Buyer action or inaction, such as mishandling and product abuse, improper storage, improper interfacing, operation outside of design limits, misapplication, improper repair, failure to provide necessary maintenance or unauthorized modification.

3. No Warranty for Software Support Services. Kennedy's Warranty does not extend to software support services. Such services are governed by Kennedy's Software Support Terms & Conditions. KENNEDY DOES NOT WARRANT ITS WORK AND/OR SERVICES RELATING TO SOFTWARE SUPPORT IN ANY MANNER WHATSOEVER.

4. No Warranty for Third-Party Products. Kennedy's Warranty extends only to products assembled by it. KENNEDY DOES NOT INDEPENDENTLY WARRANT ANY MANUFACTURER'S PRODUCTS IN ANY FASHION. PRODUCTS, PARTS OR COMPONENTS SUPPLIED BY BUYER, ANY DISTRIBUTOR, SUPPLIER, MANUFACTURER OR ANY OTHER PARTY WHICH ARE NOT ASSEMBLED BY KENNEDY, ARE COVERED ONLY BY THE INDIVIDUAL WARRANTY OF SUCH OTHER PARTY. KENNEDY SHALL NOT BE LIABLE TO BUYER FOR ANY BREACH OF THOSE MANUFACTURER WARRANTIES. KENNEDY ALSO DOES NOT WARRANT ANY SOFTWARE PRODUCTS OR APPLICATIONS, WHETHER CREATED BY KENNEDY OR A THIRD PARTY.

5. Shipping Damage. Upon receipt of any repaired items shipped to Buyer, Buyer must immediately check for any damage that may have occurred during the shipping process. To make a claim for shipping damage, Buyer must preserve all shipping materials (packaging, shipping containers, etc.) and documents and contact Kennedy's customer support within 24 hours or by the end of the next business day, whichever comes later, or all claims against Kennedy arising out of such damage are waived.

6. Return of Equipment. All Warranty repair work shall take place at Kennedy's Wixom, Michigan plant, unless otherwise agreed to in writing by Kennedy. All returns of defective products must be pre-authorized in writing by Kennedy. Products so returned shall be returned to Kennedy's Wixom, Michigan plant, with all shipping costs to be borne by Buyer. Kennedy assumes no liability for labor charges or other costs of any kind, whether direct or incidental to the adjustment, service, repairing, removal or replacement of any defective products, or for the expense of repairs made outside of Kennedy's warranty conditions. Kennedy is not responsible for providing and/or paying for the following services as they relate to a warranty claim on a repaired piece of equipment or its return and the following are the Buyer's responsibility unless otherwise negotiated and agreed to in writing by Kennedy:

- Removal of (warranty repaired) equipment/products;
- Installation of (warranty repaired) equipment/products; or
- Any transportation of equipment/products.

7. Specifications. Unless expressly stated otherwise, guarantees in the nature of performance specifications on a product manufactured by Kennedy, if any, are subject to laboratory tests corrected for field performance. Due to the inaccuracies of field testing, if a conflict arises between the results of field testing conducted by or for the user, and laboratory tests corrected for field performance, the latter shall control. No equipment shall be furnished based on results of field testing, unless such tests are made in accordance with the engineering practice outlined in Sections 6.1 through 6.12 (or successor provisions) of the American National Bulletin ANSI/AWWA E101, latest edition.

8. Limitation of Liability. KENNEDY'S LIABILITY FOR DEFECTIVE PRODUCTS/SERVICES IS STRICTLY LIMITED TO THE REPAIR OR REPLACEMENT OF ANY SUCH DEFECTIVE PRODUCTS/SERVICES, AND NO OTHER CLAIMS OR DEMANDS WHATSOEVER SHALL BE IMPOSED ON KENNEDY, IRRESPECTIVE OF FAULT. ALL CLAIMS FOR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY AND SPECIAL DAMAGES, LOST PROFITS, DAMAGE TO REPUTATION, LOSS OF ASSOCIATED EQUIPMENT, COST OF SUBSTITUTE GOODS OR SERVICES, DOWNTIME, OR THE CLAIMS OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATIONS, BUYER'S CUSTOMERS OR ANY PARTIES ALLEGING INTELLECTUAL PROPERTY RIGHTS IN THE PRODUCTS, ARE EXPRESSLY WAIVED BY BUYER.

9. Conflicting Terms. Any terms and conditions contained in Buyer's purchase order or request for quotation which are different from, in addition to, or vary in any way from this Warranty shall not be binding upon Kennedy unless agreed to in a separate, issue specific, written agreement signed by a corporate officer of Kennedy.

10. Jurisdiction, Venue and Arbitration. This Warranty shall be governed by Michigan law and each provision herein must be interpreted in a manner which is valid thereunder. The Oakland County Circuit Court of the State of Michigan shall be the court of exclusive jurisdiction and venue over any disputes arising out of this Warranty, any such disputes must be commenced and maintained in the said Circuit Court, and Buyer expressly waives any right of removal to federal court pursuant to 28 U.S.C. §1441. Buyer waives and agrees not to assert as a defense in any such action, suit or proceeding any claim (A) that Buyer is not personally subject to the jurisdiction of the state and federal courts of Michigan; (B) that the venue of the action, suit or proceeding is improper; (C) that the action, suit or proceeding is brought in an inconvenient forum; or (D) that the subject matter of this Warranty may not be enforced in or by the state or federal courts of the state of Michigan. At the sole discretion and election of Kennedy, any claim or controversy arising out of or relating to this Warranty, or the alleged breach thereof, shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, latest edition, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Buyer agrees that the resolution of any claim or controversy hereunder will necessitate the testimony by Kennedy's engineers and other employees, all of whom work at Kennedy's home office in Wixom, Michigan. Buyer agrees therefore that the most convenient forum for arbitration is in Oakland County, Michigan and that if Kennedy elects to arbitrate a claim or controversy relating to the foregoing Warranty, that said arbitration shall be conducted in Oakland County, Michigan.

11. General Provisions. (A) Buyer's rights, obligations and duties under this Warranty are not assignable without the prior written consent of Kennedy and any prohibited assignment shall be void, (B) Kennedy's failure to insist upon compliance with any provision of this Warranty on one or multiple occasions does not constitute a waiver of such provision(s), (C) Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by email and registered or certified mail, postage prepaid, to the other parties' last known corporate address, (D) The headings used herein are for convenience of reference only and in no way define, limit or describe any provision of this Warranty and may not be considered in the interpretation of this Warranty, and (E) If any provision of this Warranty is held by a court to be invalid, the remaining provisions shall continue in full force and effect without being invalidated; if any provision is modified by a court, it shall be modified so as to carry out the intent of this Warranty, and any provisions so modified shall be fully enforced as modified.

12. Entire Agreement. This Warranty is the entire warranty agreement between the parties. Buyer has not purchased the products or services at issue in reliance upon any promise, condition, or representation not contained within this Warranty, and this Warranty supersedes all prior and contemporaneous agreements, understandings and negotiations related to its subject matter. No waivers, modifications, amendments or changes to this Warranty shall be deemed effective unless in writing and signed by Buyer and a corporate officer of Kennedy.

Rev. (4/2019)

Leelanau County Native History Signage Project

Project Coordinator: Emily Modrall

Project Partner for Current Grant Application: Northport Public Schools

June 1, 2021

Summary and Objectives

This project's goal is to design and install new signage dedicated to Native American history in Leelanau County. The objective is to increase the visibility and public awareness of the long local history of the Grand Traverse Band of Odawa and Ojibwa Indians. The project is structured to ensure that the Native history is told according to Grand Traverse Band values and traditions, and in both English and the language of the Anishinaabe. New signage will offer a valuable educational opportunity to the whole regional community, and will give overdue recognition to Odawa and Ojibwa history in Leelanau County.

A fundamental element of the project is to engage local middle and high school students in the process of history-gathering, permitting proposals with local municipalities, and decisions about sign locations and installation. Northport Public Schools will lead and host this element of the project, and will coordinate the effort with students and teachers in Leland and Suttons Bay. Consultants from the Grand Traverse Band will be hired to support project integration into classroom curricula, and to interact directly with students to guide project development. Through teacher and student involvement in creating new signage, and through partnership with members of the Grand Traverse Band, a fundamental objective is to encourage meaningful conversation about Native American, Leelanau County and Michigan history, promote inclusive engagement, and motivate a lasting, accurate, community-wide understanding of the Grand Traverse Band in Leelanau County. All new signage, including sign locations in and near Northport, Omena, Leland and Suttons Bay, will be submitted for the Grand Traverse Band's approval prior to installation.

Nineteenth-century Michigan state survey maps identify locations of Native American trails, camps and gardens. Much as the 'Old Indian Trail' from Cadillac to Traverse City was reconstructed using a combination of these early maps and local memory, the signs produced through this project will draw upon the tradition of Grand Traverse Band families to provide confirmation in order to design maps for new signage. Students and teachers will work to provide input on how and where to present this history. Offering historical information on public signage in two languages is intended to honor the local Native language and those who speak it, present and past, and to be certain that the Leelanau County Odawa and Ojibwa history is told as authentically as possible.

Timeline and Project Plan

The first phase of this project is dedicated to development -- history-gathering, text translation, site planning and permitting, sign design, and coordination with partner organizations. This will happen between summer 2021 and spring 2022. In the project's second phase, signs will be

fabricated and installed. The target time frame for fabrication and installation is spring/summer 2022.

Funding for student and teacher involvement with the signage project is currently being sought from the Native American Heritage Fund. Additional grant applications will be submitted in summer 2021 to regional and statewide grant-making agencies.