

**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, July 13, 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](https://www.youtube.com/channel/UCNQTglgcTedF2qB8floC1GQ?view_as=subscriber)

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

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

**AMENDED TENTATIVE AGENDA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE**

**ROLL CALL**

**APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS**

**PUBLIC COMMENT**

**COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:**

**PAGE #**

- Administrator Update
- Area Agency on Aging of Northwest Michigan Presentation 2-6
- Meals On Wheels Presentation 7-10

**ACTION ITEMS**

1. Area Agency on Aging of Northwest Michigan (AAANM) – Fiscal Year 2022 Annual Implementation Plan Resolution. 11
2. Monumentation/Remonumentation –
  - a. Surveyor Services Agreements with O’Non Land Surveying, Holmberg Land Survey, Grand Traverse Surveying, and Leelanau Land Surveying. 12-26
  - b. Peer Group Agreements with O’Non Land Surveying, Holmberg Land Survey, and Grand Traverse Surveying. 27-35
  - c. Peer Group Agreement (including County Representative Services) with Leelanau Land Surveying. 36-44
3. Charter Presentation – Marilyn Passmore, DSGM *(Commissioner Soutas-Little)*. 45-49
4. Cherry Capital Airport – Application for FAA Part 139 Transfer. 50-77
5. Potential Lake Leelanau Preservation Board. 78-86
6. 86<sup>th</sup> District Court – Office Staff Restructuring. 87
7. Senior Services – Proposed Department Restructuring. 88-92
8. Treasurer – Request to Approve Waiver of Right of Refusal on Foreclosed Parcels. 93-100
9. Information Technology –
  - a. New VHost. 101-106
  - b. Amendment to Contract with SafetyNet. 107-109**
  - c. ESRI Maintenance Renewal. 110-115
  - d. Copier Replacement, Equalization Department. 116-117
10. Prosecuting Attorney’s Office –
  - a. Crime Victims Renewal Agreement Application. 118-131
  - b. MDHHS Title IV-E Contract Amendment #3. 132-139
11. Building Safety Committee Recommendation – Construction Board of Appeals Per Diem. 140
12. Maintenance –
  - a. Proposed Pump Replacement, Sewer Plant. 141-153
  - b. Government Center Soffit Project RFP Recommendation. 154-171
13. Administration –
  - a. MAC Dues. 172-175
  - b. Future County Board Meetings’ Protocols.
  - c. American Rescue Plan Act Update.
  - d. 2022 Budget Update.

**REVIEW OF FINANCIALS**

**SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES**

**PUBLIC COMMENT**

**COMMISSIONER COMMENTS**

**APPROVAL OF FINANCIALS**

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

**ADJOURNMENT**

# Area Agency on Aging of Northwest Michigan 2022 ANNUAL IMPLEMENTATION PLAN (AIP) UPDATES TO FY 2020-2022 MULTI-YEAR PLAN (MYP)

(October 1, 2021 – September 30, 2022)

---

## Who We Are

### Part of an Aging Network:

- **Federal:** The Administration on Aging (AoA) awards funds for nutrition and supportive home and community-based services to 56 State Units on Aging based primarily on the number of persons 60 years of age and over in the state.
- **State:** The State Units on Aging (SUAs) award funds to 629 Area Agencies on Aging.
- **Local:** The Area Agencies on Aging (AAAs) determine the needs of older persons locally and work to address those needs through the funding of local services and through advocacy. AAAs are required to prioritize funding for those with greatest social and/or economic need with particular attention to low-income minority individuals.

### The Area Agency on Aging of Northwest Michigan (AAANM):

- A private, nonprofit agency
- Designated as an Area Agency on Aging in 1974 by the SUA, Michigan Office of Services to the Aging (OSA), now known as the Aging and Adults Services Agency (AASA)
- One of 16 AAAs in Michigan
- Serves ten counties located in northwest lower Michigan: Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee, and Wexford counties (Region 10).
- Operates under the framework of the federal Older Americans Act and the state Older Michiganians Act.

***The mission of AAANM is to serve and advocate for older persons, adults with disabilities and caregivers by supporting their independence, dignity and quality of life.***

## What We Do

**Provide Services Directly:** AAANM has a staff of approximately 40, consisting of an Executive Director and a Leadership Team, Community Resource Navigation Specialists, Registered Nurses and Social Workers who provide a variety of care coordination services, Transition Navigator, Housing Specialist, Registered Dietician, Long-Term Care Ombudsman, Medicare/Medicaid Assistance Program Coordinator and other administrative/program support staff. AAANM provides the following services directly with its staff:

### **Navigation of unbiased information and referral to community programs/services**

- Community Resource Navigation (Information & Assistance)
- Options Counseling
- Medicare/Medicaid Assistance Program
- Disaster Advocacy and Outreach

**Area Agency on Aging of Northwest Michigan**  
**2022 ANNUAL IMPLEMENTATION PLAN (AIP) UPDATES TO**  
**FY 2020-2022 MULTI-YEAR PLAN (MYP)**

(October 1, 2021 – September 30, 2022)

---

**Community support**

- Nursing Home Long-Term Care Ombudsman
- Elder abuse awareness and prevention
- Healthy aging classes/programs
- Friendly Reassurance
- Critical and emergent unmet needs (RSD)<sup>1</sup>
- Community Gap Filling (RSD)<sup>1</sup>

**Nursing Home Diversion and Long-Term Supports and Services Care Management**

- Transition Navigation
- Care Management
- Self-Determination option for Care Management (RSD)<sup>1</sup>
- MI Choice Waiver
- Veteran’s Directed Home and Community-Based Services
- Private Duty Nursing (RSD)<sup>1</sup>

**Approved direct services (but not currently implemented or in process of being implemented)**

- Counseling
- Case Coordination and Support
- Caregiver Education, Support and Training

**Fund Local Agencies:** AAANM also develops contracts and/or purchase of service agreements with local agencies (County Commissions/Councils on Aging, in-home health care providers, and more) that provide home and community-based services such as:

**Access Services**

- Transportation

**In-Home Services**

- Assistive Devices and Technologies
- Chore
- Friendly Reassurance
- Homemaking
- In-Home Respite Care
- Medication Management
- Personal Care
- Private Duty Nursing (RSD)<sup>1</sup>

**Community Services**

- Adult Day Care
- Caregiver Education, Support and Training
- Counseling
- Legal Assistance
- Kinship Caregiver Support

**Nutrition Services**

- Congregate Meals
- Home Delivered Meals

<sup>1</sup>RSD = Regional Service Definition approved by AASA

All ten counties in the Region have approved senior millages. These resources help stretch state and federal funding to meet the service needs identified in the Multi-Year Plan (MYP), as well as

**Area Agency on Aging of Northwest Michigan**  
**2022 ANNUAL IMPLEMENTATION PLAN (AIP) UPDATES TO**  
**FY 2020-2022 MULTI-YEAR PLAN (MYP)**

(October 1, 2021 – September 30, 2022)

---

sustain additional services that are not funded under the MYP (senior centers, information and assistance, Medicare/Medicaid assistance, tax preparation, Senior Project FRESH, transportation, home chore/repair and more).

***Services and Priorities Proposed for the FY 2022 AIP***

---

- 1. *Maintain existing programs and services provided directly by AAANM, and those funded by AAANM through contracts and/or purchase of service agreements with local agencies***
- 2. Continue program development objectives approved in FY 2021 AIP:**

**Goal 1: Conduct review of all programs and services in light of COVID-19 pandemic and emerging/changing community needs. Develop plan to maximize all AASA funding streams for greatest community benefit which may result in proposal of changes in existing services and contracting and/or proposal of new regional service definitions by the conclusion of the MYP period.**

- a) Continued identification of on-going community needs resulting from COVID-19 that AAANM may help address
- b) Review and develop Access and in-home services to better identify, assess and support the needs of older adults and long-term care needs.
- c) Develop plan for use of IIID funding that maximizes impact for older adults and caregivers to maintain health and wellbeing in an environment of social distancing.
- d) Optimize adoption of telehealth technology to provide AAA services during pandemic conditions.

**Next steps / actions in the FY2022 AIP**

***Add/Modify service definitions***

***Review and develop access and in-home services to better identify, assess and support older adults***

1. Request Regional Service Definition for Advanced Information and Assistance/Community Service Navigation
2. Request Regional Service Definition for Community Living Support Services to simplify/expand provider contracting options
3. Formally add Disaster Advocacy and Outreach (as a direct and contracted service)

***Develop plan for use of IIID funding that maximizes impact for older adults and caregivers***

1. Expand the types of EBP available in NWMI by participating in statewide evidence-based program collaboratives
2. Implement Care Transitions Institute approved evidence-based program (initiating as direct service mid-FY2021 AIP) to reduce unnecessary hospital readmissions among older adults

**Area Agency on Aging of Northwest Michigan**  
**2022 ANNUAL IMPLEMENTATION PLAN (AIP) UPDATES TO**  
**FY 2020-2022 MULTI-YEAR PLAN (MYP)**

(October 1, 2021 – September 30, 2022)

---

***Expand nutrition services to support the health and well-being of older adults and caregivers***

1. Add Nutrition Counseling (as a direct service)
2. Add Nutrition Education (as a direct and contracted service)

**Goal 2: Maintain and strengthen regional capacity to support paid and unpaid caregivers of older adults and persons with disabilities, particularly in light of pandemic conditions.**

- a) Implement Self-Determination worker option in AASA Care Management to help alleviate workforce shortage to provide in-home care (completed – FY2021)
- b) Continue to support work of CSN and the Impart Alliance as requested to support educating and training efforts for paid and unpaid caregivers (on-going).
- c) Continue to build out caregiver consultation and support begun under previous MYP with Michigan Health Endowment Funding and Developing Dementia Dexterity grants.
  - FY2022 – Implement Caregiver Education, Support and Training standard

**Goal 3: Improve the accessibility of services to Michigan's communities and people of color, immigrants, and LGBTQ+ individuals**

Tactics to be developed that will address these requirements:

1. Ensure that AAA staff and subcontractors are trained in diversity, equity, and inclusion.
2. Ensure that programming and outreach is culturally sensitive and welcoming to all.
3. Ensure that culturally and linguistically appropriate outreach is directed to non-English speaking persons and that providers are trained to adapt to diverse cultural needs.

---

***Key Relationships and Strategic Partnerships***

---

- Commissions and Councils on Aging serve as visible focal points for aging services in their county, deliver a variety of home and community-based services to older adults, and advocate on aging issues and funding for senior services.
- Disability Network Northern Michigan (DNNM) works closely with AAANM to share information and resources to support older adults and persons with disabilities.
- Goodwill Inn and Food Rescue have become critical partners during the pandemic as we work together to address food insecurity / implement emergency food programs
- AAANM supports local transportation initiatives including Wexford New Freedom Advisory and the Grand Traverse/Leelanau Bay Area Transportation Authority senior transportation advisory committee. These efforts are working diligently to address transportation needs of older adults in these communities.

**Area Agency on Aging of Northwest Michigan**  
**2022 ANNUAL IMPLEMENTATION PLAN (AIP) UPDATES TO**  
**FY 2020-2022 MULTI-YEAR PLAN (MYP)**

(October 1, 2021 – September 30, 2022)

---

- The Northwest Michigan Community Action Agency (NMCAA) is currently the largest meal provider/contractor of AAANM and has performed in that role for many years. In addition, a close client referral relationship exists between AAANM and NMCAA, utilizing the other organization’s programs to effectively serve respective clients. NMCAA has been a critical partner in organizing and distributing new food programs to address the COVID-19 pandemic and food insecurity.
- United Way of Northwest Michigan (UWNM) “connects and mobilizes the caring power of our local communities to advance the common good.” With AAANM has partnered to distribute KN-95 masks, promote, schedule and address barriers to receiving covid-19 vaccinations and other projects where our missions intersect to promote community problem solving and well-being.

*Meals on Wheels of NMCAA improves the health and quality of life of vulnerable homebound seniors by delivering vital nutrition, compassionate visits, and safety checks, enabling the seniors to live nourished lives with independence and dignity.*

**Meals on Wheels provides...  
 “So Much More than a Meal”  
 in  
 Grand Traverse  
 Leelanau  
 Wexford  
 and Missaukee  
 Counties**



Photo courtesy Traverse City Record Eagle

**Donations enable us to deliver meals “and so much more” when seniors need us the most. Donations provide:**

- \$16,000—10 seniors for a year
- \$1,600— A senior for a year
- \$133—A senior for a month
- \$6.58—A senior for a day

### Vital Nutrition

1 in 7 seniors face food insecurity. Malnutrition and poor nutrition occurs frequently in the elderly population. Lack of proper nutrition over long periods of time can cause multiple health issues. Meals on Wheels provides seniors with critical, **well-balanced hot meals, meant to be their main meal of the day.** Caregiving spouses also receive meals because seniors are more likely to maintain good nutrition when they do not eat alone and so that the caregivers can maintain their own health. Daily hot meals are delivered Monday-Friday. Seniors needing weekend meals receive frozen meals during the week.

### Compassion and Security

Homebound seniors often suffer from isolation, depression and loneliness. Drivers deliver **Meals on Wheels with love.** Just as important as the meals, attentive, caring & compassionate drivers provide **much needed personal contact, delivering smiles, friendship, a feeling that people care, a daily safety check and peace of mind** for seniors and their families. Drivers are often the only people that clients may see for days at a time. Often, that friendship can be a lifesaver. **Drivers have called 911** on many occasions.

### Independence with Dignity

Knowledgeable staff complete comprehensive in-home assessments every six months to ensure that Meals on Wheels is meeting seniors’ needs and to make referrals for other services. Our goal is to **help seniors be safe, healthy, and independent to remain in their own homes, where 85% of seniors prefer to be.**



**\$1.5 million budget: 70% Local contributions. 30% Federal/State grant**  
 There is a constant need for community involvement to ensure that Meals on Wheels can be there for seniors when they need us the most. It is the generosity of our community that helps provide for our seniors in need.

## Meals on Wheels of NMCAA by the numbers:

### What outcomes were achieved for seniors last year (FY '20: Oct '19—Sept '20)

**204,781** well-balanced Meals on Wheels “and so much more than a meal” were delivered to **1,499** homebound seniors.

In addition, **34,740** meals were served to **1,362** active seniors at 18 “*Dining Senior Style*” luncheon sites, providing fun, food, and friendship,

### What clients told us about Meals on Wheels:

- 99% said: Made it easier to live independently.
- 99% said: Made it easier to maintain a well-balanced diet.
- 87% said: They, their friends, or family felt safer as a result of visits from their Meals on Wheels driver.
- 90% said: Made it easier to maintain or gain weight.

### Who is eligible to receive Meals on Wheels?

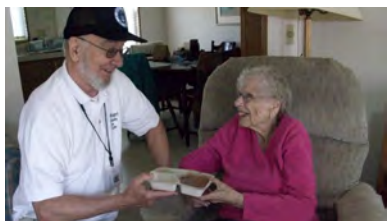
- Individual 60 years of age or older, or the spouse/partner of someone who is receiving Meals on Wheels.
- Homebound, i.e. normally unable to leave the home unassisted and for whom leaving home takes considerable and taxing effort.
- Unable to obtain food or prepare meals for themselves. Unable to dine at a Senior Luncheon Center.
- No one is willing and able to perform the service(s) needed.

### Is there a charge for Meals on Wheels?

- Eligibility is based on medical and nutritional needs, not income. Monthly letters are sent to participants detailing the number of meals received, giving seniors the opportunity to contribute a suggested donation of \$3.00/meal (actual cost of meals is \$6.58/meal). No one is ever denied service because of an inability to contribute.

### Are volunteers important to the Meals on Wheels program?

- YES! The program could not operate without the dedicated group of volunteers who provide great care and compassion in all of our counties. Because we cover every inch of the counties we serve, we also have staff drivers in all counties providing service on long and difficult routes. We are always looking for volunteers!
- Our Meals on Wheels team includes 155 Volunteers and 32 Staff members—talented cooks, caring drivers, knowledgeable assessors conducting in-home visits to connect seniors with valuable resources, and committed office staff who coordinate services.



***Waiting for Daylight***—I knocked once more, this time a little louder. There was still no answer. I walked around to the side door and knocked again. This door was unlocked. I opened it and called her name. The voice I heard was faint. I went in and found “Sarah” on the floor of the bedroom. She had fallen in the night and was unable to reach her phone. “Sarah” told me that she wasn’t hurt, just unable to get up. I called for assistance and waited with her until they arrived. She told me that what kept her calm was watching and waiting for daylight. “Once it was light, I knew it wouldn’t be long before you got here.”

### For more information, to volunteer, donate, or inquire about receiving meals:

#### Grand Traverse/Leelanau counties:

Lisa Robitshek, Jennifer Watkins, Joelle Ellsworth, 3963 Three Mile Rd, Traverse City, MI 49686, (231) 947-3780

#### Wexford/Missaukee :

Amanda Mettler, 1640 Marty Paul, Cadillac, MI 49601, (231) 775-9781

You can contact us throughout our service area at 1(800) 632-7334

Lisa Robitshek, Manager, Meals on Wheels, [Lrobitshek@nmcaa.net](mailto:Lrobitshek@nmcaa.net) or (231) 947-3780

Visit us at [www.MealsWheelsLove.org](http://www.MealsWheelsLove.org) and [www.facebook.com/MealsonWheelsofNorthwestMichigan](http://www.facebook.com/MealsonWheelsofNorthwestMichigan)

#### MealsonWheelsofNorthwestMichigan

Meals on Wheels is a program of Northwest Michigan Community Action Agency, a 501(c)(3) corporation.





**Meals on Wheels of NMCAA  
Leelanau County-specific information  
FY '20 (Oct 2019—Sep 2020)**

**Meals on Wheels in Leelanau County, spanning 285 daily miles:**

Two full routes and one partial route (Grand Traverse/Leelanau) delivered by staff.

One partial route (Grand Traverse/Leelanau) delivered by volunteers.

<u>Congregate Program:</u>	<u>(Pre-COVID-19)</u>	<u>Contactless Curbside Program</u>	<u>(During COVID-19)</u>
Suttons Bay	Friday	Leelanau County Christian Neighbors	Monday
Northport	Thursday (seasonally)	Northport	Started, then clients transitioned to home-delivered meals
Elmwood	4th Thursday		
Empire	Monday and Tuesday	Empire	Started, then clients transitioned to home-delivered meals

**Meals related to Leelanau County Millage:**

	<u>Leelanau cty Meals</u>	<u>FY '20 Leelanau cty Expenses</u>	<u>Leelanau cty millage funding</u>	<u>Remaining Leelanau County expenses</u>	<u>Leelanau cty clients</u>
<b>Home-delivered meals</b>	21,592	\$160,626	\$ 28,000	\$132,626	177
<b><u>Congregate meals</u></b>	<u>5,156</u>	<u>\$18,920</u>	<u>\$ -</u>	<u>\$18,920</u>	<u>225</u>
<b>Total meals</b>	<b>26,748</b>	<b>\$179,546</b>	<b>\$ 28,000</b>	<b>\$151,546</b>	<b>402</b>

**Meals/Clients paid from other Funding Sources:**

Home-Delivered Meals: MI Choice Waiver, Private Pay, Munson	1,261				8
<b><u>Congregate Meals:</u></b>					
<u>Guests</u>	<u>5</u>				
<b>Total Meals</b>	<b>28,014</b>				<b>410</b>

During the past fiscal year with COVID-19, Meals on Wheels of NMCAA changed its operating procedure on a dime to meet increased food needs while limiting exposure to our senior neighbors in order to keep our most at-risk population safe and secure in their own homes.

- **Home Delivered Meals** transitioned from daily hot meals to once a week delivery of up to 7 frozen meals per client, wearing masks, and connecting as much as possible at a 6-ft distance. Significant increase in clients due to eligibility change from homebound seniors to all seniors 60+.
  - Meals: FY '19—17,542; FY '20—21,592.
  - Clients: FY '19—134; FY '20—177.
- **Congregate Meal Sites** transitioned to **Contactless Curbside Pick Up program** of 5 frozen meals in Empire, Northport, and Suttons Bay (Leelanau Christian Neighbors). Significant increase in clients.
  - Meals: FY '19—1,173; FY '20—5,156.
  - Clients: FY '19—73; FY '20—225.
- Implemented several ways to **help with social isolation**:
  - Friendly telephone assurance/safety checks
  - Game / Care packs with homemade cards, puzzles, games
  - Holiday handmade cards, quilts and walker bags
  - Asked clients if they would be interested in assistance with obtaining video technology if they did not have it. We received feedback that clients were not interested in obtaining it. Communicated information about virtual opportunities (exercise, music, etc.) and offered to assist.
- **Collaborated** with many organizations to meet the needs of seniors:
  - **Leelanau County Senior Services**—Referrals, establishing Contactless Curbside Pick-up Meal program with new location at Leelanau Christian Neighbors.
    - Thank you very much to April, Nancy, and Armanda.
    - We wish Nancy all the very best in her retirement!
  - **Area Agency of Northwest Michigan**—Worked closely for COVID guidance from the state, produce/dairy boxes, BC/BS care boxes., etc.
  - **Grand Traverse Band**—significant increase in home-delivered clients and Curbside Pickup clients at Leelanau Christian Neighbors.
  - **COVID-19 Vaccine assistance**—resource to sign up clients for vaccines and coordinated with **Leelanau County Senior Services** and **Benzie/Leelanau Health Department** to bring the vaccine to clients' homes as needed.
- Thank you very much to Leelanau County for collaborating with Meals on Wheels to receive additional \$22,402 **CARES funds** for contracted meals expense for October—December 2020.
- **Moving forward**:
  - While most restrictions have been lifted, we have to be aware and prepared that COVID-19 risks are still present. We are now working hard to put all of the pieces in place to transition our 27 Home-Delivered routes and 14 Congregate sites back to daily hot meals and create a “new normal” as safely as possible.
  - Looking forward to continued collaborations with Leelanau County Senior Services, AAANM, Rebekah TenBrink with the newly invigorated Friendship Community Center, and more.

**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

**Leelanau County Resolution #2021-\_\_\_\_**  
**Fiscal Year 2022 Annual Implementation Plan**  
**of the Area Agency on Aging of Northwest Michigan**

At the Regular Session meeting of the Leelanau County Board of Commissioners, the Board of Commissioners gave consent to the following action:

**Be it resolved** that the Leelanau County Board of Commissioners has reviewed the Fiscal Year 2022 Multi Year Plan of the Area Agency on Aging of Northwest Michigan and believe that the plan addresses the needs of the aging population in Region 10.

**Be it further resolved** that the Leelanau County Board of Commissioners approves the Fiscal Year 2020-2022 Multi Year Plan of the Area Agency on Aging of Northwest Michigan.

---

William J. Bunek, Chairman *Date*  
 Leelanau County Board of Commissioners

---

Michelle Crocker, County Clerk *Date*  
 Clerk to the Board of Commissioners

# EXECUTIVE DOCUMENT SUMMARY

Department: _____ Contact Person: _____ Telephone No.: _____	<b>Submittal Dates</b>
<b>Source Selection Method</b>	<b>VENDOR:</b> _____  Address/ Phone: _____
<input type="checkbox"/> Bid  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	

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

Document Description	
<input type="checkbox"/> Board/Committee Recommendation	<input type="checkbox"/> Other _____

<input type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>	
<p><b><i>Suggested Recommendation:</i></b></p>	

Department Head Approval: Trudy J. Dalla Date: \_\_\_\_\_

## SURVEYOR SERVICES AGREEMENT

This Agreement is entered into by and between:

LEELANAU COUNTY ("County")  
8527 E GOVERNMENT CENTER DRIVE  
SUTTONS BAY, MICHIGAN 49682

And

GRAND TRAVERSE SURVEYING AND MAPPING ("Surveyor")  
PO BOX 87  
CEDAR, MICHIGAN 49621

The terms and conditions of which are as follows:

### I. DEFINITIONS:

- A. County. The term "County" shall mean Leelanau County of the State of Michigan.
- B. County Application. The term "County Application" shall mean the Leelanau County Survey and Remonumentation Grant Application for the calendar year covered by this Agreement, as approved by the State of Michigan Department of Licensing and Regulatory Affairs.
- C. County Representative. The term "County Representative" shall mean the Michigan licensed surveyor appointed by the County to oversee all survey, monumentation and remonumentation work required by the County Application.
- D. Grant Administrator. The term "Grant Administrator" shall mean the Leelanau County Survey, Monumentation and Remonumentation Grant Administrator, Trudy Galla, Leelanau County Planning/Community Development Director, 8527 E. Government Center Drive, Suite 108, Suttons Bay, MI 49682.
- E. Grant Agreement. The term "Grant Agreement" shall mean the Grant Agreement between the Michigan Department of Licensing and Regulatory Affairs and the County providing the funding for the surveying, monumentation and remonumentation activities to be provided under this Agreement.
- F. Peer Group. The term "Peer Group" shall mean a committee made up of Licensed Professional Surveyors whose duty is to review all data on Public Land Survey Corners and determine their correct location.

G. Surveyor. The term "Surveyor" shall mean the Monumentation Surveyor named above (or licensed surveyor directly or indirectly employed by it).

II. SCOPE OF SERVICE.

The Surveyor shall provide the County with the surveying, monumentation and remonumentation services the County requires for four (4) corners which will be identified by the County Representative. The four (4) corners will be identified from Attachment A which is attached to this Agreement. Attachment A is incorporated into this Agreement and made a part thereof. All survey, monumentation, and remonumentation work shall be performed in accordance with the requirements of State Survey and Remonumentation Act, Act 345 of Public Acts of 1990, as amended, MCL 54.261 to MCL 54.379, and the County Application. The Surveyor shall also comply with such specific procedures the County Representative and/or Peer Group may require.

The Surveyor shall install the appropriate marker and cap for each corner assigned to Surveyor from Attachment A. For each of said corners Surveyor shall prepare a Land Corner Recordation Certificate (LCRC) as required by Act 74 of the Public Acts of 1970, as amended, MCL 54.201 *et seq* (CRA). Each LCRC shall include a geodetic coordinate value, peer group date, and County Representative's signature and stamp. The Surveyor shall provide the Grant Administrator with one (1) copy of said Certificate by no later than the date specified in Attachment A.

III. SERVICES NOT EXCLUSIVE TO SURVEYOR.

It is expressly understood and agreed by the Surveyor that the performance of the services required in Section II and Attachment A shall not be exclusive to the Surveyor. The County shall at all times be free to contract with other surveyors licensed in the State of Michigan to perform the services described in Section II and Attachment A in areas of Leelanau County not assigned to the Surveyor.

IV. COMPENSATION.

The Surveyor shall be compensated for the services performed under this Agreement for four corners remonumentation/GPS in the amount of \$1,650.00 per corner for a total of \$6,600.00.

V. GENERAL CONDITIONS.

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

- B. Safety and Permits. The Surveyor is responsible for ensuring that safety precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable federal and State of Michigan laws, rules, regulations and codes shall be observed. The Surveyor is responsible for compliance with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.
- C. Time, Period for Performing Work Assignments. Unless otherwise authorized by the County Representative, the Surveyor's work is to be completed, and the Land Corner Recordation Certificate(s) are to be recorded in the Register of Deeds Office with one (1) copy of said Certificate(s), and a bill for the work given to the Grant Administrator no later than thirty (30) days after the work assignment is issued. If the Surveyor fails to meet this deadline, payment may be withheld.
- D. Monument Corrections. If it is found that a Monument has been correctly placed in accordance with the Peer Group's instruction, and for some reason must be reset to make a correction, the Surveyor setting the Monument will be paid the standard fee for making the change.
- E. Accounting. The Surveyor shall adhere to Generally Accepted Accounting Principles (GAAP) and shall maintain records which will allow, at a minimum, the comparison of actual outlays with sums billed to the County. Accounting records must be supported by source documentation, including, but not limited to payroll records.
- F. Audit. The Grant Agreement's Section 2.8, page 6, authorizes the State, upon ten (10) calendar days' notice, to perform an audit and/or monitoring review at the County's locations to determine if the County is complying with the requirements of the Agreement. The Surveyor shall cooperate with the County and/or State during the audit and/or monitoring review and produce all records and documentation that verifies and complies with the requirements of this Agreement and the Grant Agreement. The Surveyor shall also provide the County with all information and/or access to information regarding its activities and costs charged to the County under this Agreement as the County may require in preparing a Single Audit report for submission to the State as required by the Grant Agreement's Section 2.8, page 6.
- G. Maintenance of Records. The Surveyor shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven (7) years after the latter of termination, expiration, or

final payment made by the Department to the County under the Grant Agreement or any extension (“Audit Period”). If an audit, litigation, or other action involving the records is initiated before the end of the Maintenance Period, Surveyor must retain the records until all issues are resolved.

- H. Media Releases. News, releases (including promotional literature and commercial advertisements) pertaining to the Grant Agreement or the Program to which it relates shall not be made without prior written County and State of Michigan approval and only in accordance with the explicit written instructions of the County and the State.
- I. Disclosure of Litigation, or Other Proceeding. The Surveyor must notify the County within seven (7) calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively “Proceeding”) involving the Surveyor that arises during the term of this Agreement, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes – Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Surveyor’s viability or financial stability; or (2) a government or public entity’s claim or written allegation of fraud; or (e) a Proceeding involving any license that Surveyor is required to possess in order to perform under this Agreement.
- J. Non-Discrimination. In accordance with the State of Michigan’s Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq* and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq*, the Surveyor agrees that it will not discriminate against any person, employee, or applicant for employment with respect to their hire, tenure, terms, conditions, or privileges of employment, a matter directly or indirectly related to employment, because of their religion, race, color, national origin, ancestry, age, sex, height, weight, marital status or physical or mental disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. Any breach of this provision may be regarded as a material breach of this Agreement.
- K. Indemnification. To the extent permitted by law, the Surveyor shall, at Surveyor’s expense, protect, defend, indemnify and hold harmless the County, the Leelanau County Grant Administrator, the State of Michigan and their elected and appointed officers, employees and agents from all claims and losses, and all related costs and expenses (including reasonable attorneys’ fees and costs of investigation, litigation, settlement, judgments, interest and penalties), occurring or resulting to any person, firm or corporation that may be injured or damaged by the Surveyor in the performance of this Agreement and that are attributable to the negligence or tortious acts of the Surveyor or any of its subcontractors, or by anyone else for whose act any of them may be liable.



The Surveyor's indemnification responsibilities under this Section V, Subsection K, shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, the Leelanau County Grant Administrator, the State of Michigan, their officers, employees and agents by the insurance coverage obtained and/or maintained by the Surveyor pursuant to the requirements of this Agreement.

VI. HOURS OF WORK.

The Surveyor shall have control over determining the days and hours in which Surveyor performs work under this Agreement.

VII. SURVEYOR'S OFFICE, TOOLS AND EQUIPMENT.

The Surveyor shall maintain and utilize Surveyor's own office while performing services required by this Agreement. However, all Peer Review Committee meetings shall be held at the County Government Center between the hours of 8 am and 5 pm on a regular business day. The Surveyor shall also at Surveyor's own expense, supply all tools, equipment, supplies (except Standard Monument materials) and vehicles Surveyor needs to perform the services required by this Agreement. Any equipment purchased with grant funds shall be property of the County, for use by the surveyor and stored at the County Government Center.

VIII. LICENSING.

Throughout the term of this Agreement, the Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Surveyor is no longer licensed as a surveyor in the State of Michigan.

IX. APPLICABLE LAW AND VENUE.

This Agreement shall be subject to and construed according to the laws of the State of Michigan.

It is expressly understood and agreed that in the event any actions in law or in equity arise as a result of disputes related to or concerning this Agreement, such actions shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

If the State of Michigan or any of its Departments or Agencies are a party to any dispute, the venue for such dispute shall be the Michigan Court of Claims in Ingham County, Michigan. The County and the Surveyor irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal

jurisdiction or on the basis of forum non conveniens or otherwise. The Surveyor must appoint agents in Michigan to receive service of process.

X. COMPLIANCE WITH THE LAW.

The Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Leelanau County Road Commission when doing any work on any Leelanau County road. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.

XI. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that the Surveyor is an independent contractor. The Surveyor and any persons employed by the Surveyor shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Surveyor shall be responsible for paying the wages of Surveyor's personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments.

XII. ILLEGAL INFLUENCE.

The Surveyor certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Surveyor, 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan 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 the Grant Agreement, the Surveyor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The Surveyor shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly. This certification is a

material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- D. The Surveyor certifies to the best of its knowledge and belief that no State funds have been paid nor will be paid, by or on behalf of the Surveyor, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any State contract, grant, loan or cooperative agreement.

XIII. UNFAIR LABOR PRACTICES.

Pursuant to 1980 PA 278, MCL 423.231, et seq., the State shall not award a grant or subcontract to an employer whose name appears in the register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. The Surveyor certifies by its signature to this Agreement that its name does not appear in the register. It is expressly understood and agreed that the County may terminate this Agreement effective immediately if the Surveyor's name as an employer appears in the register.

XIV. CERTIFICATION REGARDING DEBARMENT.

The Surveyor certifies, by its signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency. If the Surveyor is unable to certify to any portion of this statement, the Surveyor shall attach an explanation to this Agreement.

XV. COMPLIANCE WITH GRANT AGREEMENT.

It is expressly understood and agreed by the Surveyor that this Agreement is subject to the terms and conditions of the Grant Agreement. The Surveyor shall comply with all applicable terms and conditions of the Grant Agreement. The provisions of this Agreement shall take precedence over the Grant Agreement unless a conflict exists between the provisions of this Agreement and the provisions of the Grant Agreement, in which case the provisions of the Grant Agreement shall prevail. A conflict between the Agreements, however, shall not be deemed to exist where this Agreement A) contains additional provisions not set forth in the Grant Agreement; B) restates provisions of the Grant Agreement to afford the County the same or substantially the same rights and privileges as the State; or C) requires the Surveyor to perform duties and/or services in less time than that afforded the County in the Grant Agreement. A copy of the Grant

Agreement is attached to this Agreement as Attachment C and is incorporated by reference into this Agreement and made a part hereof.

XVI. CONFLICTS AND ETHICS.

The Surveyor shall uphold high ethical standards and comply with the provisions regarding conflicts and ethics set forth in Section 3.5, page 8, of the Grant Agreement.

XVII. WAIVERS.

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

XVIII. MODIFICATION OF AGREEMENT.

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

XIX. ASSIGNMENT OR SUBCONTRACTING.

The Surveyor may not assign, subcontract or otherwise transfer Surveyor's duties and/or obligations under this Agreement.

XX. PURPOSE OF ARTICLE AND SECTION TITLES.

The titles of the articles and sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XXI. COMPLETE AGREEMENT.

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

XXII. AGREEMENT PERIOD AND TERMINATION.

This Agreement shall commence on the 21<sup>st</sup> day of July, 2021, and unless terminated earlier as authorized by this Agreement shall continue through the 31<sup>st</sup> day December, 2021, or until all funding from the Grant Agreement is exhausted, whichever occurs first, at which time this Agreement shall terminate. The Agreement termination date of December 15, 2021, IS THE FINAL DATE FOR THE RECORDATION IN THE REGISTER OF DEEDS OFFICE OF THE LAND CORNER RECORDATION CERTIFICATES (ACT 74 of 1970). The final

date for submission of the final bill to the County is the 31<sup>st</sup> day of December, 2021, **TIME BEING OF THE ESSENCE.**

This Agreement may be extended for additional one year periods with written agreement from both parties. If the Agreement is extended, the additional work items and cost will be identified and agreed upon in writing by the parties.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Surveyor for the services rendered by the Surveyor up to the effective date of termination as heretofore described in Section IV Compensation.

Further, the County may immediately terminate this Agreement without further liability or penalty to the County, its departments, divisions, agencies, officers, commissions, officers, agents and employees, with or without cause, upon written notice to the Contractor due to force majeure events arising out of the COVID-19 pandemic. Neither the Contractor nor the County shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an event related to the COVID-19 pandemic that arises after the Effective Date.

XXIII. SURVIVING PROVISIONS.

All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, shall extend beyond and survive the termination of this Agreement.

XIV. SEVERABILITY OF INVALID PROVISIONS.

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

XV. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.

The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED AND ENTERED INTO THIS AGREEMENT FOR SURVEYOR SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

**COUNTY OF LEELANAU**

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

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Trudy Galla,  
Leelanau County Survey, Monumentation  
And Remonumentation Grant Administrator

\_\_\_\_\_  
Date

**SURVEYOR:  
GRAND TRAVERSE SURVEYING & MAPPING**

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

\_\_\_\_\_  
Date

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

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

**ATTACHMENT A**

[To be attached]

**ATTACHMENT B**

**LEELANAU COUNTY  
BOARD POLICY**

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

---

APPLIES TO: All Leelanau County Employees and Elected Officials.

---

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

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

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



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

agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.

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

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

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Comm. Dev.</u> Contact Person: <u>Trudy Galla</u> Telephone No.: <u>231-256-9812</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  07/13/2021
<b>Source Selection Method</b>	
<input type="checkbox"/> Select One  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	<b>VENDOR:</b> _____  Address/ Phone: _____

Budgeted Amount: <u>                    \$ 2,100.00                    </u>	Contracted Amount: <u>                    \$ 2,100.00                    </u>
---	---

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

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

Attached is one of the three (3) Monumentation/Remonumentation Peer Group Agreements for surveyors for the Remonumentation Program. This agreement is the same as the one prepared by Corporate Counsel in 2020 - with updates to the Scope of Services, compensation and the dates. There is \$2,100 budgeted for this work and the total for the Agreements is \$2,100.

Agreements are with:

O'Non Land Surveying - \$700  
 Holmberg Land Survey - \$700  
 Grand Traverse Surveying - \$700

\*NOTE - Only one Agreement was provided for brevity. All Agreements are on file with the Planning Director and can be shared, upon request.

**Suggested Recommendation:** Motion to recommend that the County Board of Commissioners approve the Monumentation/Remonumentation Peer Group Agreements as prepared by Corporate Counsel, with O'Non Land Surveying, Holmberg Land Survey, and Grand Traverse Surveying, with costs to come from the Remonumentation Program (Fund 475275)

Department Head Approval: Trudy J. Galla Date: 07/06/2021

**MONUMENTATION/REMONUMENTATION**  
**PEER GROUP MEMBER AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **LEELANAU COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as “Board”), acting on behalf of the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and **GRAND TRAVERSE SURVEYING AND MAPPING** (hereinafter referred to as the “Contractor” whose business address is PO Box 87, Cedar, MI 49621.

**WITNESSETH:**

**WHEREAS**, the County has entered into a Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs for the conduction of surveying, monumentation and remonumentation of public land survey corners and property controlling corners in Leelanau County during the 2021 calendar year and shall enter into such Grant Agreement for each calendar year covered by this Agreement (hereinafter referred to as the “Grant Agreement”); and

**WHEREAS**, Vickie Brown, doing business as Leelanau Land Surveying serves as the County Representative for the County’s Surveying, Monumentation and Remonumentation Project (hereinafter referred to as the “County Representative”); and

**WHEREAS**, the County Planning/Community Development Director, Trudy Galla, serves as the Grant Administrator for the administration work required under the Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs; and

**WHEREAS**, the County has entered into contracts with land surveyors licensed under Article 20 of the State of Michigan’s Occupational Code, Act 299 of Public Acts of 1980, being Sections 339.2001 to 339.2014 of the Michigan Compiled Laws (hereinafter referred to as “Surveyors”) to perform the surveying, monumentation and remonumentation work required by the Grant Agreement; and

**WHEREAS**, the Leelanau County Monumentation and Remonumentation Plan for the implementation of Act 345 of the Public Acts of 1990, being Sections 54.261 to 54.279 of the Michigan Compiled Laws requires that surveying, monumentation and remonumentation work performed by the Surveyors be reviewed and approved by a Peer Group made up of surveyors licensed by the State of Michigan that are appointed by the County Representative and serve at will; and

**WHEREAS**, the Contractor, a licensed surveyor, who is not associated with other members of the Peer Group, has agreed to serve as a member the County’s Surveying, Monumentation and Remonumentation Peer Group (hereinafter referred to as the “Peer Group”) subject to the terms and conditions of this Agreement.

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

**I. SCOPE OF SERVICES.** The Contractor shall attend and participate in meetings of the Peer Group for presentation, location and ratification of corners and surveying, monumentation and remonumentation work performed by the Surveyors and such other services for the County's Surveying, Monumentation and Remonumentation Project as directed by the County Representative. The dates and times of the Peer Review Committee meetings shall be set by the County Representative. The meetings shall be held at the County Government Center between the hours of 8 am and 5 pm on regular business days, and meetings shall start no later than 4 pm. In the event that the County Government Center is closed or has access restricted as a result of the COVID-19 pandemic, the meetings will be conducted electronically. The County Representative remains responsible for scheduling electronic meetings. It is expressly understood and agreed that a member of the Peer Group shall abstain from voting on the verification of any corner on which he/she or a surveyor with which he/she is associated performed the survey work.

**II. SERVICES NOT EXCLUSIVE TO CONTRACTOR.** It is expressly understood and agreed by the Contractor that the performance of the services required in Section I are not exclusive to the Contractor. The Board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section I.

**III. COMPENSATION.** The Contractor agrees to participate in two (2) meetings and shall be compensated for services performed under this Agreement at the rate of THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$350.00) for each meeting of the Peer Group which the Contractor attends and participates for a total amount not to exceed SEVEN HUNDRED AND NO/100 DOLLARS (\$700.00). Invoices shall contain such information as the County or the County Grant Administrator may require.

**IV. LICENSING.** Throughout the term of this Agreement, the Contractor must maintain a license as a Professional Land Surveyor in the State of Michigan and not be associated with other members of the Peer Group. For the purposes of this Agreement, the term "associated with" shall mean a person who is any of the following: (a) the employer of the Contractor; (b) employee of the Contractor; (c) co-worker of the Contractor; or (d) a relative by blood or marriage of the Contractor. If, for any reason, the Contractor's license is revoked, suspended, or otherwise not in effect, and/or the Contractor becomes associated with another member of the Peer Group, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Contractor is no longer licensed as a surveyor in the State of Michigan or when the Contractor becomes associated with another member of the Peer Group.

**V. APPLICABLE LAW AND VENUE.** This Agreement shall be subject to and construed according to the laws of the State of Michigan.

It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules.

In the event that any action is brought under this Agreement in Federal Court or is moved to a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**VI. COMPLIANCE WITH THE LAW.** The Contractor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Contractor shall also adhere, at his/her own expense, to any rules, regulations, policies or guidelines of the Leelanau County Road Commission when doing any work on an Leelanau County road. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.

**VII. COMPLIANCE WITH GRANT AGREEMENT.** It is expressly understood and agreed by the Contractor that this Agreement is subject to the terms and conditions of the Grant Agreement. The Contractor shall comply with all applicable terms and conditions of the Grant Agreement. The provisions of this Agreement shall take precedence over the Grant Agreement unless a conflict exists between the provisions of this Agreement and the provisions of the Grant Agreement, in which case the provisions of the Grant Agreement shall prevail. A conflict between the Agreements, however, shall not be deemed to exist where this Agreement:

- A) Contains additional provisions not set forth in the Grant Agreement;
- B) Restates provisions of the Grant Agreement to afford the County the same or substantially the same rights and privileges as the State; or
- C) Requires the Contractor to perform duties and/or services in less time than that afforded the County in the Grant Agreement.

A copy of the Grant Agreement is attached to the Surveyor Services Agreement and may also be obtained from the County Representative and/or the County Grant Administrator.

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

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

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

**IX. INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor shall in no way be deemed to be and shall not hold himself/herself out as an employee, servant or agent of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Contractor shall be responsible for payment of all income and social security taxes to the proper Federal, State and local governments.

**X. INDEMNIFICATION AND HOLD HARMLESS.** The Contractor shall, at his/her own expense, protect, defend, indemnify and hold harmless the County, the County Grant Administrator, the County Representative, the State of Michigan, and the County's and State of Michigan's elected and appointed officers, employees and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of Contractor's breach of any of the terms of this Agreement, violation of any federal or State of Michigan laws or regulations, intentional torts, or negligent acts or omissions.

**XI. CERTIFICATION REGARDING ILLEGAL ACTIVITIES.** The Contractor certifies, to the best of his/her knowledge and belief, that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan 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 grant, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. The Contractor certifies to the best of his/her knowledge and belief that no State funds have been paid nor will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any State contract, grant, loan or cooperative agreement.

**XII. UNFAIR LABOR PRACTICES.** Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State shall not award a grant or subcontract to an employer whose name appears in the register of employees failing to correct an unfair labor practice compiled pursuant to section 2 of the Act, MCL 423.322. This information is compiled by the United States National Labor Relations Board. The County, as the Grantee in the Grant Agreement, may not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. The Contractor certifies by his/her signature to this Agreement that his/her name does not appear in the register. It is expressly understood and agreed that the County may terminate this Agreement effective immediately if the Contractor's name as an employer appears in the register.

**XIII. CERTIFICATION REGARDING DEBARMENT.** The Contractor certifies, by his/her signature to this Agreement, that he/she has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency. If the Contractor is unable to certify to any portion of this statement, the Contractor shall attach an explanation to this Agreement.



**XIV. CONFLICTS AND ETHICS.** The Contractor shall uphold high ethical standards and comply with the provisions regarding conflicts and ethics set forth in Section 3.6, page 8, of the Grant Agreement.

**XV. MEDIA RELEASES.** News, releases (including promotional literature and commercial advertisements) pertaining to the Grant Agreement or the Program to which it relates shall not be made without prior written County and State of Michigan approval and only in accordance with the explicit written instructions of the County and the State.

**XVI. DISCLOSURE OF LITIGATION, OR OTHER PROCEEDING.** Contractor must notify the County within seven (7) calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively "Proceeding") involving the Contractor that arises during the term of this Agreement, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes – Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a government or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Agreement.

**XVII. WAIVERS.** No failure or delay on the part of either the County or the Contractor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

No waiver of any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

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

**XIX. ASSIGNMENT OR SUBCONTRACTING.** The Contractor may not assign, subcontract or otherwise transfer his/her duties and/or obligations under this Agreement without the prior written consent of the County Representative.

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

**XXI. COMPLETE AGREEMENT.** This Agreement and the Grant Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other

agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**XXII. CONSTRUCTION.** When not inconsistent with the context, words used in the singular include plural and words in plural include the singular. Masculine shall include feminine and neuter.

**XXIII. AGREEMENT PERIOD AND TERMINATION.** The term of this Agreement shall be for one year and shall commence on the 21<sup>st</sup> day of July, 2021, and, unless terminated as authorized in this Agreement, shall continue through the 31<sup>st</sup> day of December, 2021.

This Agreement may be extended for additional one year periods with written agreement from both parties. If the Agreement is extended, the additional work items will be identified and agreed upon in writing by the parties.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either party upon thirty (30) days' written notice. In the event of early termination of this Agreement, the County shall reimburse the Contractor for the services rendered by the Contractor up to the effective date of termination.

The County may immediately terminate this Agreement without further liability or penalty to the County, its departments, divisions, agencies, officers, commissions, officers, agents and employees, with or without cause, upon written notice to the Contractor due to force majeure events arising out of the COVID-19 pandemic. Neither the Contractor nor the County shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an event related to the COVID-19 pandemic that arises after the Effective Date.

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

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

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO ON THE DAY AND YEAR FIRST ABOVE WRITTEN HAVE FULLY EXECUTED THIS AGREEMENT FOR SERVING ON THE LEELANAU COUNTY PEER GROUP.

**LEELANAU COUNTY BOARD OF COMMISSIONERS FOR:  
COUNTY OF LEELANAU**

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

**CONTRACTOR:  
GRAND TRAVERSE SURVEYING AND MAPPING**

By: \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Print or Type)  
Title: \_\_\_\_\_  
(Print or Type)

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Comm. Dev.</u> Contact Person: <u>Trudy Galla</u> Telephone No.: <u>231-256-9812</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  07/06/2021
<b>Source Selection Method</b>	
<input type="checkbox"/> Select One  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	<b>VENDOR:</b> _____  Address/ Phone: _____

Budgeted Amount: <u>          \$ 4,712.00          </u>	Contracted Amount: <u>          \$ 4,712.00          </u>
---	---

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

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

Attached is the Peer Group Agreement with Leelanau Land Surveying.

Leelanau Land Surveying (Vickie Brown) serves as the County Representative for the Leelanau County Remonumentation Program. This agreement is the same as the one prepared by Corporate Counsel in 2020 - with updates to the Scope of Services, compensation, and the dates. There is \$4,712 in the grant budgeted for the work of the County Representative and the total for this Agreement is \$4,712.

**Suggested Recommendation:** Motion to recommend that the County Board of Commissioners approve the Monumentation / Remonumentation Peer Group Agreement with Leelanau Land Surveying as prepared by Corporate Counsel, with costs to come from the Remonumentation Program, Fund 475245.

Department Head Approval:           Trudy J. Galla           Date:           07/07/2021

**MONUMENTATION/REMONUMENTATION**  
**PEER GROUP MEMBER AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **LEELANAU COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as “Board”), acting on behalf of the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and **LEELANAU LAND SURVEYING** (hereinafter referred to as the “Contractor” whose business address is PO Box 701, Leland, MI 49654.

**W I T N E S S E T H:**

**WHEREAS**, the County has entered into a Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs for the conduction of surveying, monumentation and remonumentation of public land survey corners and property controlling corners in Leelanau County during the 2021 calendar year and shall enter into such Grant Agreement for each calendar year covered by this Agreement (hereinafter referred to as the “Grant Agreement”); and

**WHEREAS**, Vickie Brown, doing business as Leelanau Land Surveying serves as the County Representative for the County’s Surveying, Monumentation and Remonumentation Project (hereinafter referred to as the “County Representative”); and

**WHEREAS**, the County Planning/Community Development Director, Trudy Galla, serves as the Grant Administrator for the administration work required under the Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs; and

**WHEREAS**, the County has entered into contracts with land surveyors licensed under Article 20 of the State of Michigan’s Occupational Code, Act 299 of Public Acts of 1980, being Sections 339.2001 to 339.2014 of the Michigan Compiled Laws (hereinafter referred to as “Surveyors”) to perform the surveying, monumentation and remonumentation work required by the Grant Agreement; and

**WHEREAS**, the Leelanau County Monumentation and Remonumentation Plan for the implementation of Act 345 of the Public Acts of 1990, being Sections 54.261 to 54.279 of the Michigan Compiled Laws requires that surveying, monumentation and remonumentation work performed by the Surveyors be reviewed and approved by a Peer Group made up of surveyors licensed by the State of Michigan that are appointed by the County Representative and serve at will; and

**WHEREAS**, the Contractor, a licensed surveyor, who is not associated with other members of the Peer Group, has agreed to serve as the County Representative and as a member the County’s Surveying, Monumentation and Remonumentation Peer Group (hereinafter referred to as the “Peer Group”) subject to the terms and conditions of this Agreement.

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

**I. SCOPE OF SERVICES.** The Contractor shall attend and participate in meetings of the Peer Group for presentation, location and ratification of corners and surveying, monumentation and remonumentation work performed by the Surveyors and such other services for the County's Surveying, Monumentation and Remonumentation Project as directed by the County Representative. The dates and times of the Peer Review Committee meetings shall be set by the County Representative. The meetings shall be held at the County Government Center between the hours of 8 am and 5 pm on regular business days, and meetings shall start no later than 4 pm. In the event that the County Government Center is closed or has access restricted as a result of the COVID-19 pandemic, the meetings will be conducted electronically. The County Representative remains responsible for scheduling electronic meetings. It is expressly understood and agreed that a member of the Peer Group shall abstain from voting on the verification of any corner on which he/she or a surveyor with which he/she is associated performed the survey work.

**II. SERVICES NOT EXCLUSIVE TO CONTRACTOR.** It is expressly understood and agreed by the Contractor that the performance of the services required in Section I are not exclusive to the Contractor. The Board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section I.

**III. COMPENSATION.** The Contractor agrees act as the County Representative in the Peer Group, including participating in Peer Group meetings and shall be compensated for services performed under this Agreement at the amount of FOUR THOUSAND SEVEN HUNDRED TWELVE AND NO/100 DOLLARS (\$4,712.00). Invoices shall contain such information as the County or the County Grant Administrator may require.

**IV. LICENSING.** Throughout the term of this Agreement, the Contractor must maintain a license as a Professional Land Surveyor in the State of Michigan and not be associated with other members of the Peer Group. For the purposes of this Agreement, the term "associated with" shall mean a person who is any of the following: (a) the employer of the Contractor; (b) employee of the Contractor; (c) co-worker of the Contractor; or (d) a relative by blood or marriage of the Contractor. If, for any reason, the Contractor's license is revoked, suspended, or otherwise not in effect, and/or the Contractor becomes associated with another member of the Peer Group, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Contractor is no longer licensed as a surveyor in the State of Michigan or when the Contractor becomes associated with another member of the Peer Group.

**V. APPLICABLE LAW AND VENUE.** This Agreement shall be subject to and construed according to the laws of the State of Michigan.

It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules.

In the event that any action is brought under this Agreement in Federal Court or is moved to a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**VI. COMPLIANCE WITH THE LAW.** The Contractor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Contractor shall also adhere, at his/her own expense, to any rules, regulations, policies or guidelines of the Leelanau County Road Commission when doing any work on any Leelanau County road. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.

**VII. COMPLIANCE WITH GRANT AGREEMENT.** It is expressly understood and agreed by the Contractor that this Agreement is subject to the terms and conditions of the Grant Agreement. The Contractor shall comply with all applicable terms and conditions of the Grant Agreement. The provisions of this Agreement shall take precedence over the Grant Agreement unless a conflict exists between the provisions of this Agreement and the provisions of the Grant Agreement, in which case the provisions of the Grant Agreement shall prevail. A conflict between the Agreements, however, shall not be deemed to exist where this Agreement:

- A) Contains additional provisions not set forth in the Grant Agreement;
- B) Restates provisions of the Grant Agreement to afford the County the same or substantially the same rights and privileges as the State; or
- C) Requires the Contractor to perform duties and/or services in less time than that afforded the County in the Grant Agreement.

A copy of the Grant Agreement is attached to the Surveyor Services Agreement and may also be obtained from the County Representative and/or the County Grant Administrator.

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

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

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

**IX. INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor shall in no way be deemed to be and shall not hold himself/herself out as an employee, servant or agent of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Contractor shall be responsible for payment of all income and social security taxes to the proper Federal, State and local governments.

**X. INDEMNIFICATION AND HOLD HARMLESS.** The Contractor shall, at his/her own expense, protect, defend, indemnify and hold harmless the County, the County Grant Administrator, the County Representative, the State of Michigan, and the County's and State of Michigan's elected and appointed officers, employees and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of Contractor's breach of any of the terms of this Agreement, violation of any federal or State of Michigan laws or regulations, intentional torts, or negligent acts or omissions.

**XI. CERTIFICATION REGARDING ILLEGAL ACTIVITIES.** The Contractor certifies, to the best of his/her knowledge and belief, that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan 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 grant, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. The Contractor certifies to the best of his/her knowledge and belief that no State funds have been paid nor will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any State contract, grant, loan or cooperative agreement.

**XII. UNFAIR LABOR PRACTICES.** Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State shall not award a grant or subcontract to an employer whose name appears in the register of employees failing to correct an unfair labor practice compiled pursuant to section 2 of the Act, MCL 423.322. This information is compiled by the United States National Labor Relations Board. The County, as the Grantee in the Grant Agreement, may not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. The Contractor certifies by his/her signature to this Agreement that his/her name does not appear in the register. It is expressly understood and agreed that the County may terminate this Agreement effective immediately if the Contractor's name as an employer appears in the register.

**XIII. CERTIFICATION REGARDING DEBARMENT.** The Contractor certifies, by his/her signature to this Agreement, that he/she has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency. If the Contractor is

unable to certify to any portion of this statement, the Contractor shall attach an explanation to this Agreement.

**XIV. CONFLICTS AND ETHICS.** The Contractor shall uphold high ethical standards and comply with the provisions regarding conflicts and ethics set forth in Section 3.6, page 8, of the Grant Agreement.

**XV. MEDIA RELEASES.** News, releases (including promotional literature and commercial advertisements) pertaining to the Grant Agreement or the Program to which it relates shall not be made without prior written County and State of Michigan approval and only in accordance with the explicit written instructions of the County and the State.

**XVI. DISCLOSURE OF LITIGATION, OR OTHER PROCEEDING.** Contractor must notify the County within seven (7) calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively "Proceeding") involving the Contractor that arises during the term of this Agreement, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes – Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a government or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Agreement.

**XVII. WAIVERS.** No failure or delay on the part of either the County or the Contractor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

No waiver of any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

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

**XIX. ASSIGNMENT OR SUBCONTRACTING.** The Contractor may not assign, subcontract or otherwise transfer his/her duties and/or obligations under this Agreement without the prior written consent of the County Representative.

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

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

**XXII. CONSTRUCTION.** When not inconsistent with the context, words used in the singular include plural and words in plural include the singular. Masculine shall include feminine and neuter.

**XXIII. AGREEMENT PERIOD AND TERMINATION.** The term of this Agreement shall be for one year and shall commence on the 21<sup>st</sup> day of July, 2021, and, unless terminated as authorized in this Agreement, shall continue through the 31<sup>st</sup> day of December, 2021.

This Agreement may be extended for additional one year periods with written agreement from both parties. If the Agreement is extended, the additional work items will be identified and agreed upon in writing by the parties.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either party upon thirty (30) days' written notice. In the event of early termination of this Agreement, the County shall reimburse the Contractor for the services rendered by the Contractor up to the effective date of termination.

Further, the County may immediately terminate this Agreement without further liability or penalty to the County, its departments, divisions, agencies, officers, commissions, officers, agents and employees, with or without cause, upon written notice to the Contractor due to force majeure events arising out of the COVID-19 pandemic. Neither the Contractor nor the County shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an event related to the COVID-19 pandemic that arises after the Effective Date."

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

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

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO ON THE DAY AND YEAR FIRST ABOVE WRITTEN HAVE FULLY EXECUTED THIS AGREEMENT FOR SERVING ON THE LEELANAU COUNTY PEER GROUP.**

**LEELANAU COUNTY BOARD OF COMMISSIONERS FOR:  
COUNTY OF LEELANAU**

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

\_\_\_\_\_ Date

**CONTRACTOR:  
LEELANAU LAND SURVEYING**

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

\_\_\_\_\_ Date

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

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

# Charter Announces \$5 Billion Initiative to Connect Unserved Americans

February 05, 2021



## Investing \$5 Billion to Connect Unserved Homes and Businesses to Reliable, High-Speed Broadband

Every American deserves access to reliable, high-speed broadband – and Charter is committed to being part of the comprehensive solution needed to address two important gaps: those who have *no access* to broadband services and those who *have not adopted* broadband service. We recognize the importance of the services we provide to families, businesses, and communities across America, and remain committed to expanding connectivity and bringing more people online.

A recent report from the Federal Communications Commission shows that 14.5 million Americans remain unserved – unable to access high-speed broadband service. About 11 million of them live in rural areas. To help close the broadband access gap, **Charter has announced a [\\$5 billion dollar investment](https://corporate.charter.com/newsroom/charter-communications-launches-new-multiyear-multibilliondollar-initiative-to-expand-broadband-availability-to-over-1-million-new-customer-locations) to connect more than a million currently-unserved, mostly rural families and small businesses to reliable broadband service with speeds of up to 1 gigabit per second.**

<https://corporate.charter.com/newsroom/charter-communications-launches-new-multiyear-multibilliondollar-initiative-to-expand-broadband-availability-to-over-1-million-new-customer-locations>

*“The pandemic has further highlighted the need for broadband availability and adoption and Charter is committed to furthering its efforts as part of the comprehensive solution needed to address these challenges. As Americans across the country*

*increasingly rely on broadband to work, learn, access healthcare and stay in touch with family and loved ones, bringing broadband access to more unserved areas should be a priority for all stakeholders.*

*Charter’s new multibillion-dollar buildout initiative further highlights the importance of the sophisticated broadband networks that the U.S. cable industry has built over several decades, and the industry’s commitment to the local communities it serves. As we continue to help provide more Americans with reliable access to the internet ecosystem, our hope is that federal, state and local authorities, other private companies, pole owners and broadband providers will work together and play a pivotal role in expanding networks to unserved areas.”*

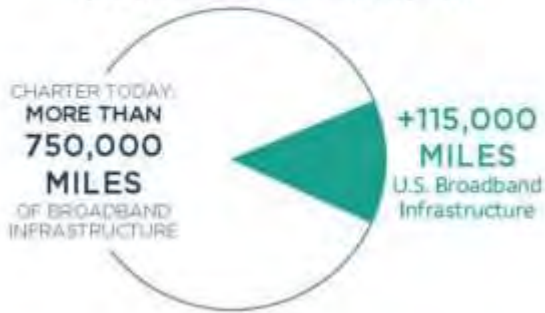
*– Tom Rutledge, Chairman and CEO of Charter Communications*

**\$4** of **\$5:**  
every

**PRIVATE CAPITAL  
INVESTED BY CHARTER**

Charter expects to invest approximately \$5 billion to support this infrastructure expansion, offset by \$1.2 billion in support won in the Rural Digital Opportunity Fund auction. Thanks to this public-private partnership, Charter will reach many more homes and small businesses than it otherwise would have because of the high costs to reach these areas. This expansion will be in addition to Charter’s ongoing annual investments in infrastructure and technology.

## EXPANDING TO CONNECT UNSERVED AMERICANS



Charter will also add significant resources to our construction department focused solely on **adding nearly 115,000 miles of new network infrastructure** to our more than 750,000 existing miles. We also plan to **hire more than 2,000 employees and contractors** to support the expansion. Charter employees already earn more than double the federal minimum wage and we're increasing it so that **every employee earns at least \$20 per hour in 2022.**

Funding rural broadband deployment is one part of solving the deployment gap, but there are also many federal and state legislative and regulatory fixes that can increase the speed and reach of rural network expansions. Broadband deployments are dependent on a variety of external factors, including when necessary state applications and permits are approved and the speed of the make-ready and utility pole permitting and attachment processes. With fewer homes and businesses in rural areas, broadband providers need to access multiple poles per home, as opposed to multiple homes per pole in higher-density settings. As a result, pole applications, pole replacement rules, pole rental fees and the issues and disputes arising from them are all factors that can have a significant impact on build-out timing and speed to completion. We continue to work with elected officials and regulators at the local, state, and federal levels to reduce the obstacles to deployment and expedite connectivity for those who lack broadband.

By deploying high-speed broadband service to more people, we are empowering them to thrive in the 21st Century, regardless of whether they live in a small town or an urban center. That drives economic growth and powers opportunity – leading to a stronger, more equitable economy. With this new multi-year, multi-billion-dollar investment, we

are excited to do our part to increase opportunity by continuing to help close the broadband access gap.

Broadband internet access is more important than ever to education, employment, healthcare, and daily life. Yet tens of millions of households and businesses – especially among vulnerable communities and in rural areas – still lack access or have not adopted broadband internet service.

[www.spectrumruralexpansion.com](http://www.spectrumruralexpansion.com)  
**allows interested individuals the ability to determine whether their state will be part of the RDOF buildout.**

It also determines if the prospective customer's address is currently serviceable, and if so, redirects immediately to spectrum.com.

As the buildout progresses and more information becomes available, the site will be updated and we'll keep customers informed via proactive communications (SMS/email). Construction is scheduled to begin in some states by late 2021, with the entire buildout estimated to be completed by 2027 in most states with some states finalizing construction in early 2028.



Charter Communications, Inc. is a leading broadband connectivity company and cable operator serving customers through its **Spectrum** brand. Over an advanced communications network, the company offers a full range of state-of-the-art residential and business services including **Spectrum** Internet<sup>®</sup>, TV, Mobile and Voice. More at <https://policy.charter.com/>

#### **Spectrum Internet Assist -**

<https://www.spectrum.com/internet/spectrum-internet-assist>

As an ongoing resource to provide high-speed, low-cost broadband, we continue to offer Spectrum Internet Assist (or SIA). Launched in 2016, SIA offers 30/4Mbps service to qualifying households for \$17.99/month.

To qualify for SIA, a member of the household must be a recipient of one of the following:

- The National School Lunch Program (NSLP); free or reduced-cost lunch
- The Community Eligibility Provision (CEP) of the NSLP
- Supplemental Security Income (SSI) (age 65 and over only)

#### **Spectrum Digital Education Grant**

<https://corporate.charter.com/digital-education/grants>

Spectrum Digital Education (SDE) is committed to supporting organizations that educate the local community on the benefits of broadband and how to use the internet to make their lives better.

To be eligible for a Spectrum Digital Education grant, applying organizations must serve communities located in a Spectrum market and have 501(c) (3) tax-exempt status. The organization's program must also:

- Focus on families or seniors.

- Be able to report to Spectrum the following metrics: number of people impacted, population served, and demographics.
- Partner with diverse, low-income or minority-based communities.
- Be an existing program, already working with a diverse population.
- Meet the unique needs of its community and align with the nonprofit's current mission.
- Have a lasting, meaningful and tangible impact (e.g. development of a new digital site or app, expansion of the capacity of a digital learning center, creation of a mobile computer lab, etc.)

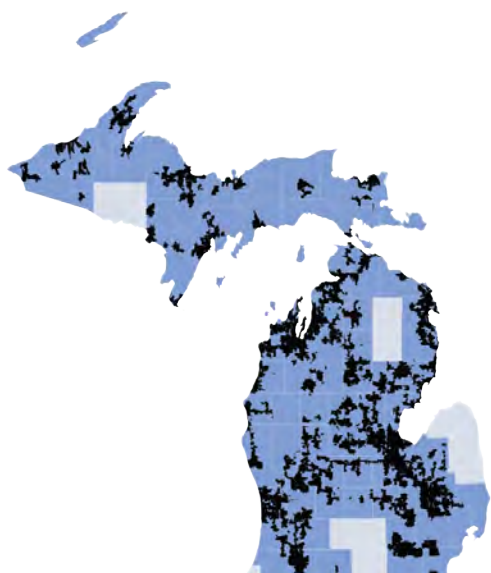
#### **Emergency Broadband Benefit (EBB) Participation**

Charter will participate in the \$3.2 billion federal Emergency Broadband Benefit (EBB) program to help connect eligible households with high-speed internet during the ongoing COVID-19 pandemic. Broadband internet access is more important than ever and the EBB program offers a tremendous opportunity to help low-income families stay connected, providing eligible households a discount of up to \$50 per month toward broadband service and up to \$75 per month for households on Tribal lands. Additional information at [www.FCC.gov/BroadbandBenefit](http://www.FCC.gov/BroadbandBenefit).

#### **Spectrum Community Broadband Assist Program - Public Housing Bulk Program**

With the growing number of residents working from home, schooling from home, or unemployed and looking for work, Broadband has quickly become recognized as an essential service.

Recognizing the importance of every resident having a fast, reliable broadband connection in these challenging times, **Spectrum Community Solutions** has developed a Public Housing Bulk Program designed to provide a state-of-the-art High Speed Internet connection at an affordable rate to residents living in Public Housing buildings. Families of ARP subsidized Spectrum Broadband service also receive added benefits in the form of bundled discounts for Mobile Phone and TV service. <https://www.spectrum.com/community-solutions>



- ▶ **908,000**  
customers served
- ▶ **1,678**  
employees
- ▶ **\$52 million**  
total tax contribution\*
- ▶ **\$132 million**  
capital investment\*

## SERVING MICHIGAN

Charter's insourced, U.S.-based workforce includes **1,678 people in Michigan**.

Our largest employment centers are housed in **Walker, Saginaw, and Traverse City**.

We serve **809 communities** across the state.

## EXPANDING BROADBAND ACCESS

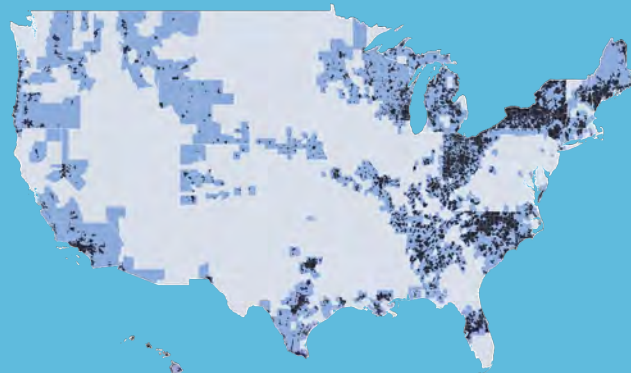
From 2018-2020, Charter extended its network to reach an additional 2.5 million homes and small businesses, about a third in rural areas.\*\*

In 2020 alone, Charter **extended its network to reach an additional 18,000 homes and small businesses in Michigan**.

## ▶ EMPOWERING OPPORTUNITY FROM COAST TO COAST

Charter Communications is a leading connectivity company and cable operator providing superior broadband, voice, video, and mobile services under the brand name Spectrum to more than **31 million customers across 41 states**.

We're driving innovation and growing economies from coast to coast and in communities big and small. From 2016-2020 alone, **Charter invested nearly \$40 billion in infrastructure and technology – contributing significantly to the US economy**.





## ▶ MEETING CUSTOMER NEEDS WITH SUPERIOR PRODUCTS AND SERVICES

**Spectrum Internet:** Spectrum delivers minimum speeds of at least 200 Mbps in nearly 75% of our footprint and 100 Mbps across the remainder and offers speeds as high as 1 gigabit across virtually our entire national footprint. Spectrum Internet offers fast, reliable service with no modem fees, no contracts, and no data caps.

**Spectrum News Networks:** Charter provides 24/7 news, sports, and weather coverage, along with In Focus public affairs programming on over 30 news channels in 12 states and nationally on the Spectrum News App.

**Spectrum Mobile:** Delivering fast, reliable mobile service to our customers from coast to coast. And now with 5G, Spectrum Mobile offers the next generation of wireless technology for an even better mobile experience for today and tomorrow.

**Spectrum Voice:** One of the largest voice providers in the nation, offering unlimited local and long-distance calling. Spectrum Voice offers unlimited local and long distance calling to the U.S., Canada, Mexico, Puerto Rico, Guam, U.S. Virgin Islands, Northern Mariana Islands, and American Samoa.

**Spectrum Video:** Spectrum offers free HD, with over 200 channels available, on our all digital network – including Spectrum Guide Narration for customers with visual disabilities and diverse, multicultural programming, such as that featured on Spectrum’s Mi Plan Latino.

## ▶ INVESTING IN OUR WORKFORCE

Charter’s insourced, U.S.-based workforce includes more than 96,000 highly-skilled employees, nearly half of whom identify as a person of color and approximately 10% as veterans or military reservists. We offer:

- An **\$18 per hour minimum wage** as of March 15, 2021, with a commitment to raising it to **\$20 per hour in 2022**.
- **Comprehensive company-paid benefits**, including medical, life and disability, education and training, and a generous retirement plan.
- A highly-regarded, **Department of Labor-certified Broadband Field Technician Apprenticeship program**.

## ▶ ADVANCING ACCESS AND IMPROVING ADOPTION

Charter is committed to being part of the comprehensive solution needed to address broadband service, affordability, and adoption gaps:

### Increasing Access to Broadband Service

Over the past three years, we’ve extended our network to reach an **additional 2.5 million homes and small businesses, about a third in rural areas.**\*\*

We recently announced a **\$5 billion dollar investment that will provide reliable, high-speed broadband access to an additional 1 million+ currently-unserved, mostly rural homes and small businesses** at speeds of up to a gigabit per second.

### Addressing the Affordability Gap

To make broadband **more accessible for low-income learners and seniors**, we offer Spectrum Internet Assist, a high-speed (30/4 Mbps), low-cost broadband service for qualified customers.

### Improving Broadband Adoption

To increase adoption and access to technology, we offer philanthropic support to community organizations that **provide computers, digital education classes, and technology labs for thousands across the country.**

Leelanau County Board of Commissioners  
Leelanau County Resolution #2021-\_\_\_

RESOLUTION IN SUPPORT OF SUBMITTING AN APPLICATION TO THE FAA FOR THE TRANSFER OF THE AIRPORT TO THE NORTHWEST REGIONAL AIRPORT AUTHORITY FOR THE DAY-TO-DAY OPERATION AND MANAGEMENT OF THE CHERRY CAPITAL AIRPORT AND TO AUTHORIZE TRANSFER OF PROPERTY UPON FAA APPROVAL OF THE TRANSFER

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

WHEREAS, the Counties and the Commission undertook due diligence to conduct a review of governance models for the operation of the Cherry Capital Airport, and after such due diligence, approved the recommendation to transfer the operation of the Airport to a Regional Airport Authority under the State of Michigan’s Regional Airport Authority Act, 2015 P.A. 95, being MCL 259.137, et seq.; and

WHEREAS, the Counties have passed resolutions for the formation of the Northwest Regional Airport Authority (“Authority”) and approved Articles of Incorporation for filing with the Michigan Secretary of State as required by the Regional Airport Authority Act; and

WHEREAS, on December 29, 2020, those Articles of Incorporation were filed with the Michigan Secretary of State and the Northwest Regional Airport Authority was formed; and

WHEREAS, the Articles of Incorporation provide for the conveyance of the Airport by the Counties to the Authority upon the Authority’s receipt of the 14 C.F.R. Part 139 Airport Operating Certificate; and

WHEREAS, the Counties, the Authority, and the Commission have since been engaged in the preparation of agreements and other supporting documentation for the development of an application for an Airport Operating Certificate under 14 C.F.R. Part 139 to transfer the sponsorship and operation of the Airport to the Authority subject to approval by the Federal Aviation Administration (FAA); and

WHEREAS, the Leelanau County Board of Commissioners approved an Assignment and Assumption Agreement to the Authority on May 18, 2021, assigning its rights, title, interests, and obligations in, to, and under the Grant Agreements and Passenger Facility Charge (PFC) Records of Decision and all other rights, title, and interests in the assets of the Airport to the Authority effective upon the FAA approving the transfer of sponsorship and issuing an Airport Operating Certificate to the Authority under 14 C.F.R. Part 139; and

WHEREAS, the County received a copy of the application for the 14 C.F.R. Part 139 Airport Operating Certificate on June 28, 2021; and

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Leelanau County Board of Commissioners hereby adopts this Resolution in support of the submittal of the 14 C.F.R. Part 139 application to the FAA for an Airport Operating Certificate for the Northwest Regional Airport Authority, and further requests that the FAA approve the application to transfer the sponsorship of the Cherry Capital Airport to the Authority.
2. That the Leelanau County Board of Commissioners authorizes and directs the Chair and the Clerk to execute the Quit Claim Deed attached hereto as **Attachment A** transferring the Airport from the Counties to the Authority to be held in escrow pending the FAA's approval of the transfer of sponsorship and issuance of an Airport Operating Certificate to the Authority.
3. That the Leelanau County Board of Commissioners authorizes and directs the Chair and the Clerk to execute the Bill of Sale attached hereto as **Attachment B** transferring all assets of the Airport from the Counties to the Authority to be held in escrow pending the FAA's approval of the transfer of sponsorship and issuance of an Airport Operating Certificate to the Authority.
4. That the Leelanau County Board of Commissioners authorizes and directs the Chair and the Clerk to execute the termination of the lease between the Counties and the Commission attached hereto as **Attachment C** effective on the date of the FAA's approval of the transfer of sponsorship and issuance of an Airport Operating Certificate to the Authority.
5. That the Leelanau County Board of Commissioners authorizes the Chair and the Clerk to execute such other documents as may be necessary or required for the transfer of sponsorship and issuance of an Airport Operating Certificate to the Authority and the transfer of all assets and obligations of the Airport, as well as the Airport itself, to the Authority, including the necessary escrow agreement.

APPROVED: July 20, 2021

AYES:

NAYS:

EXCUSED:

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

---

Michelle L. Crocker, Leelanau County Clerk  
Clerk to the County Board of Commissioners

## QUIT CLAIM DEED

The Grantors GRAND TRAVERSE COUNTY, a Michigan county, of 400 Boardman Avenue, Traverse City, Michigan 49684 and LEELANAU COUNTY, a Michigan county, of 8527 E. Government Center Dr., Suttons Bay, Michigan 49682,

Convey and Quit Claim to Grantee, the NORTHWEST REGIONAL AIRPORT AUTHORITY, a Michigan regional airport authority, of 727 Fly Don't Drive, Traverse City, Michigan 49686,

All of Grantors' rights, title, and interest in, together with all tenements, hereditaments, and appurtenances thereto, the real property situated in the City of Traverse City and the Charter Township of Garfield, Grand Traverse County, Michigan, more particularly described in **Attachment A**, attached hereto and incorporated herein;

and

All of Grantors' rights, title, and interest in, together with all tenements, hereditaments, and appurtenances thereto, the real property situated in the City of Traverse City and the Charter Township of Garfield, Grand Traverse County, Michigan, more particularly described in **Attachment B**, attached hereto and incorporated herein,

for the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged.

Grantor grants to Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices that may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

GRAND TRAVERSE COUNTY

\_\_\_\_\_  
By: Robert Hentschel  
Its: Chair

\_\_\_\_\_  
By: Bonnie Scheele  
Its: Clerk

STATE OF MICHIGAN

COUNTY OF GRAND TRAVERSE

Acknowledged before me on \_\_\_\_\_, 2021, by Robert Hentschel, Chair of Grand Traverse County.

\_\_\_\_\_  
\_\_\_\_\_  
County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County,  
Michigan

STATE OF MICHIGAN

COUNTY OF GRAND TRAVERSE

Acknowledged before me on \_\_\_\_\_, 2021, by Bonnie Scheele, Clerk of Grand Traverse County.

\_\_\_\_\_  
\_\_\_\_\_  
County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

LEELANAU COUNTY

\_\_\_\_\_  
By: William J. Bunek  
Its: Chair

\_\_\_\_\_  
By: Michelle L. Crocker  
Its: Clerk

STATE OF MICHIGAN

COUNTY OF LEELANAU

Acknowledged before me on \_\_\_\_\_, 2021, by William J. Bunek, Chair of Leelanau County.

\_\_\_\_\_  
\_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

STATE OF MICHIGAN

COUNTY OF LEELANAU

Acknowledged before me on \_\_\_\_\_, 2021, by Michelle L. Crocker, Clerk of Leelanau County.

\_\_\_\_\_  
\_\_\_\_\_ County, Michigan  
My \_\_\_\_\_ commission expires:  
\_\_\_\_\_  
Acting in \_\_\_\_\_ County,  
Michigan

\*Exempt from transfer taxes: MCL 207.526(h)(i) and MCL 207.505(h)(i)

<p>When Recorded Return To: Grantee</p>	<p>Subsequent Tax Bills To: Grantee</p>	<p>Drafted By: Karrie A. Zeits (P60559) SONDEE, RACINE &amp; DOREN, PLC 310 W. Front Street, Suite 300 Traverse City, MI 49684 (231)947-0400</p>
---	---	--

## ATTACHMENT A – QUIT CLAIM DEED

That part of Sections 12, 13, 14, and 24, T27N, R11W, and parts of Sections 17 and 18, T27N, R10W, City of Traverse City and Charter Township of Garfield, Grand Traverse County, Michigan. Being described as follows:

Commencing at the S  $\frac{1}{4}$  of Section 12, Thence N 01°01'58" E 156.01'; Thence S 88°51'52" E 678.09' to the Point of Beginning; Thence continuing S 88°51'52" E 598.56'; Thence N 01°04'46" E 150.02'; Thence S 88°57'04" E 577.90'; Thence N 00°17'42" E 13.79' to the Plat of Traverse City Airport Industrial Park; Thence along said plat boundary for the next nine courses, N 89°55'49" E 173.28'; Thence S 01°06'12" W 383.43'; Thence S 89°53'32" E 669.76'; Thence S 01°06'56" W 511.96'; Thence S 85°26'39" E 1342.20'; Thence N 01°40'22" E 311.47'; Thence S 88°16'45" E 124.87'; Thence S 01°40'34" W 317.77'; Thence S 85°26'18" E 2346.80' to the centerline of Three Mile Road; Thence S 77°13'48" E 39.56' to the NW Corner of Lot 7 of the Plat of Mitchell Gardens; Thence N 88°13'34" E 907.97' along the North Line of said Lot 7 to the East Line of said Section 18; Thence N 00°59'01" E 41.01' along the East Line of Section 18; Thence S 88°36'47" E 1328.91; Thence S 00°00'14" W 1689.19'; Thence N 88°39'50" W 150.03'; Thence S 00°07'30" E 150.75; Thence N 88°42'37" W 1076.51' to Mitchell Creek; Thence along said creek S 66°06'26" W 27.26; Thence N 80°42'47" W 65.61'; Thence N 83°08'47" W 23.80' to the East Line of Section 18; Thence N 88°49'18" W 263.80' to the centerline of Three Mile Road; Thence N 18°50'43" W 164.45' along the centerline of Three Mile Road; Thence S 88°13'20" W 137.65'; Thence S 00°58'43" W 19.96' to the North Line of the Plat of Swigarts Sunset Terrace and the East & West  $\frac{1}{4}$  line of Section 18; Thence S 88°12'23" W 858.57' along said  $\frac{1}{4}$  Line; Thence continuing along the East & West  $\frac{1}{4}$  Line S 89°37'12" W 1328.15' to the Center  $\frac{1}{4}$  Corner of Section 18 and the NW Corner of Swigarts Sunset Terrace; Thence S 00°18'37" E 1334.41 along the North & South  $\frac{1}{4}$  Line and the West Boundary of Swigarts Sunset Terrace to the South  $\frac{1}{8}$  Line of Section 18 and the centerline of South Airport Road; Thence S 87°42'51" W 2226.85' along said centerline to the East Line of Section 13, T27N, R11W; Thence continuing along said centerline and the S  $\frac{1}{8}$  Line of Section 13 N 88°31'38" W 2635.96' to the North & South  $\frac{1}{4}$  Line of Section 13; Thence continuing along said centerline and S  $\frac{1}{8}$  Line N 88°31'16" W 120.00'; Thence S 01°03'30" W 1320.58' to the South Line of Section 13; Thence S 88°34'48" E 120.89' along said South Section Line to the  $\frac{1}{4}$  Corner common to Sections 13 and 24, T27N, R11W; Thence S 01°13'35" W 1317.28' along the North & South  $\frac{1}{4}$  Line of Section 24; Thence N 88°36'48" W 1323.46' along the North  $\frac{1}{8}$  Line of Section 24; Thence N 01°20'18" E 1319.00' along the West  $\frac{1}{8}$  Line of Section 24 to the South Line of Section 13; Thence S 88°19'16" E 9.11' along the South Line of Section 13; Thence N 00°55'33" E 169.93'; Thence N 88°31'07" W 208.03'; Thence N 01°00'28" E 271.38'; Thence S 88°47'39" E 315.32'; Thence N 01°05'30" E 353.33' to the South Right-of-Way Line of Duell Road; Thence S 88°40'24" E 50.13' along said Right-of-Way; Thence N 01°04'59" E 32.34' to the centerline of Duell Road; Thence along the centerline of said Duell Road N 88°22'06" W 50.00'; Thence N 00°58'04" E 247.50'; Thence N 88°22'06" W 50.16'; Thence N 01°07'28" E 247.53' to the Centerline of South Airport Road and the South  $\frac{1}{8}$  Line of Section 13; Thence N 88°38'44" W 563.51' along said centerline; Thence



N 01°03'28" E 659.07'; Thence S 88°37'33" E 494.86'; Thence N 00°59'10" E 659.11'; Thence N 88°28'23" W 513.54'; Thence N 00°59'35" E 600.69'; Thence N 88°35'03" W 806.74' to the West Line of Section 13 and the Centerline of Garfield Avenue; Thence N 00°59'35" E 287.93' along the Centerline of Garfield Avenue to the North Line of Lot 7 Plat of Wilbur Woods extended East; Thence N 88°27'55" W 1323.44' along the North Line of said Lot 7 and the North Line of the plat of Forestlane Subdivision; Thence N 01°02'48" E 1546.07' along the West Line of Gladewood Subdivision, Town and Country Mobile Home Village, and the Plat of Robinwood Court; Thence S 88°26'08" E 661.50' along the South Line of Arbutus Subdivision No. 2; Thence S 01°04'48" W 177.21'; Thence S 88°27'03" E 660.78' to the West Line of Section 13 and the Centerline of Garfield Avenue; Thence N 00°59'35" E 231.99' along said centerline; Thence S 88°33'44" E 749.90'; Thence N 00°47'41" E 19.90'; Thence S 88°33'28" E 200.08'; Thence N 00°57'06" E 100.19'; Thence S 88°28'19" E 99.86'; Thence N 01°18'03" E 33.17' to the North Line of Section 13 and the Centerline of Boon Street; Thence S 88°30'46" E 272.08' to the SE Corner of the Plat of Oakwood Addition and the W 1/8 Line of Section 12; Thence N 01°04'08" E 3471.93' along the East Line of the Plat of Oakwood Addition and said W 1/8 Line to the Southerly Right-of-Way Line of the C & O Railroad; Thence S 67°53'13" E 1580.33' along said Railroad Right-of-Way; Thence S 22°05'13" W 449.94'; Thence S 67°51'16" E 382.77'; Thence 554.58' along a non-tangent 497.90' radius curve to the right, having a Long Chord of N 53°18'44" E 526.35' returning to said Railroad Right-of-Way; Thence S 67°55'39" E 273.65' along said Railroad Right-of-Way; Thence N 89°03'34" W 108.56'; Thence S 22°05'49" W 653.92'; Thence S 01°01'58" W 1813.85' to the Point of Beginning. Containing 1,026.80 acres, more or less. Subject to the right-of-Ways of Three Mile Road, South Airport Road, South Garfield Avenue, Boon Street, and Duell Road.

# Attachment B - Quit Claim Deed



Exhibit "A", Avigation Easements

AIRPORT ID	PARCEL TYPE	PURPOSE	FED PROJ NO	GRANTOR	GRANTEE	TYPE OF DEED	AREA	RECORDED	EXECUTION DATE
AE-014	AVIGATION EASEMENT	OBSTRUCTION REMOVAL ACCESS	9-20-047-C902	TRAVERSE CITY AREA PUBLIC SCHOOLS	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	7.31 AC	2005R 19259	8/24/2005
AE-033	AVIGATION EASEMENT	AIRSPACE PROTECTION	9-20-047-C902	MIDWESTERN CABLEVISION CORP	CITY OF TRAVERSE CITY	AE	0.84 AC	L403 P273	8/20/1976
AE-059	AVIGATION EASEMENT	AIRSPACE PROTECTION	9-20-047-C902	JW ZIMMERMAN	CITY OF TRAVERSE CITY	AE	5.8 AC	L307 P525	7/25/1969
AE-060	AVIGATION EASEMENT	AIRSPACE PROTECTION	9-20-047-C902	TF WILBUR	CITY OF TRAVERSE CITY	AE	1.67 AC	L301 P353	12/12/1968
AE-065	AVIGATION EASEMENT	AIRSPACE PROTECTION		CITY OF TRAVERSE CITY	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.5 AC	L1166 P34	7/22/1997
AE-066	AVIGATION EASEMENT	AIRSPACE PROTECTION		CITY OF TRAVERSE CITY	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.84 AC	L1166 P30	7/22/1997
AE-094	AVIGATION EASEMENT	AIRSPACE PROTECTION	9-20-047-C902	R GROESSER	CITY OF TRAVERSE CITY	AE	19.5 AC	L354 P587	11/23/1973
AE-095	AVIGATION EASEMENT	AIRSPACE PROTECTION	9-20-047-C902	APACHE CORPORATION	CITY OF TRAVERSE CITY	AE	12.42 AC	L315 P990	10/30/1969
AE-101	AVIGATION/ROW/UTILITY EASEMENT	HIGHWAY/ UTILITY; AIRSPACE PROTECTION		AJ RIVARD (DEED RESTRICTION)	CITY OF TRAVERSE CITY	QC	2.63 AC	L238 P123	11/21/1962
AE-117	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	THOMAS A KINGSFORD	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.30 AC	2018R 1356	1/26/2018
AE-118	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	LEON M QUIGLEY TRUST	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.3 AC	2018T 686	1/12/2018
AE-119	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	LEON M QUIGLEY TRUST	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.3 AC	2018R 687	1/12/2018
AE-120	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	LEON M QUIGLEY TRUST	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.30 AC	2018R 688	1/12/2018
AE-121	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	LEON M QUIGLEY TRUST	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.30 AC	2018R 689	1/12/2018
AE-122	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	LEON M QUIGLEY TRUST	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.30 AC	2018R 690	1/12/2018
AE-123	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	NICHOLAS AND JANE KEKIC	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.40 AC	2017R 18932	11/14/2017
AE-124	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	MATTHEW R. LIEBRECHT	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.22 AC	2018R 1822	2/2/2018
AE-125	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	CONNER P MILLER	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.22	2018R 2866	2/23/2018
AE-127	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	KRAMER	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.22 AC	2017R 16782	10/11/2017
AE-128	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	TROUT CREEK LIMITED	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.6 AC	2017R 16784	10/11/2017
AE-129	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	LOUIS CHARLES V ALTON TRUST UAD	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.78 AC	2018R 827	1/16/2018
AE-131	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	1800 ROBINWOOD COURT LIMITED	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.34 AC	2018R 565	1/4/2018
AE-132	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	ASPEN TOWN & COUNTRY	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	22.8 AC	2017R 17892	10/30/2017
AE-133	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	RICHARD AND TAMMY O'BRIEN	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.21 AC	2017R 20651	12/12/2017
AE-134	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	JOSHUA THOMAS GRAHAM	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.21 AC	2017R 17749	10/27/2017
AE-135	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	WESTON, MCCONAHA, HAWLEY	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.66 AC	2017R 16778	10/11/2017
AE-136	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	VALERIE ANNE DUNLAP	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.40 AC	2017R 21493	12/29/2017
AE-137	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	HADFIELD	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.66 AC	2017R 17187	10/19/2017
AE-138	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	SISCO	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.22 AC	2017R 17401	10/24/2017
AE-139	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	MICHELLE SHANNAQUET	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.22 AC	2017R 18027	11/2/2017
AE-140	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	PHILIP A LYON	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.74 AC	2017R 18930	11/14/2017
AE-141	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	FRANK T GREENLAW	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.43 AC	2017R 17466	10/11/2017
AE-142	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	ALEXANDER BARNES	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.43	2017R 19729	11/28/2017
AE-143	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	TARI MOORE	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.21 AC	2017R 17464	10/24/2017
AE-144	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	ROBERT C BUSH AND RAYMOND C BUSH, MD	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.21	2018R 2869	2/23/2018
AE-145	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	LARRY SMITH	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.21 AC	2017R 19731	11/28/2017
AE-146	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	FENELEY	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.21 AC	2017R 16783	10/11/2017
AE-147	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	GARFIELD TOWNSHIP	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.21	2017R 20305	12/5/2017
AE-148	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	VOICE	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.21 AC	2017R 16785	10/11/2017
AE-149	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	JACQUELINE SMITH	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.21 AC	2017R 18357	11/6/2017
AE-150	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	JUDY ANN CULVER	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.43 AC	2017R 19236	11/17/2017
AE-151	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	ARTHUR G ELLIOT FAMILY LIMITED PARTNERSHIP	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.31 AC	2018R 1355	1/26/2018
AE-152	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	JAMES A AND ROBIN A WEBB-BRANSKY	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.24	2018R 2865	2/26/2018
AE-153	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	TIMOTHY AND KRISTIN PAGE	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.22	2017R 18352	11/6/2017
AE-154	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	JOSEPH M AND CHERYL F JAMROG	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.22	2018R 2294	2/12/2018
AE-155	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	TEAMSTERS LOCAL 406 TEMPLE, LLC	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.34 AC	2017R 19150	11/17/2017
AE-156	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	LEASEWELL INC.	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.34	2017R 18354	11/6/2017
AE-157	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	GLEASON	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.34 AC	2017R 17394	10/24/2017
AE-158	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	KITTENDORF ENTERPRISES, LLC	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.34 AC	2018T 616	1/10/2018
AE-159	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	KITTENDORF ENTERPRISES, LLC	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.34 AC	2018R 618	1/10/2018
AE-161	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	KITTENDORF ENTERPRISES, LLC	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.34 AC	2018R 617	1/10/2018
AE-162	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	STEPHANIE HILER	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.21 AC	2017R 18545	11/7/2017
AE-163	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	MCWATTERS	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.21 AC	2017R 16792	10/11/2017
AE-164	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	PATRICK AND CAROL MAHAR	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.21 AC	2017R 19829	11/30/2017
AE-165	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	REID, VOICE	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	0.22 AC	2017R 16780	10/11/2017
AE-166	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	NICCOLE E MCFALLS	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.21 AC	2017R 17880	10/27/2017
AE-167	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	NEVA A STANLEY	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.21 AC	2017R 19662	11/22/2017
AE-168	AVIGATION EASEMENT	OBSTRUCTION REMOVAL	PFC 17-07-C-00-TVC	JAY B RENTALS, LLC	GRAND TRAVERSE & LEEELANAU COUNTIES	AE	.21 AC	2017R 19358	11/21/2017

**BILL OF SALE**

GRANTORS: Grand Traverse County, a Michigan county, of 400 Boardman Avenue, Traverse City, Michigan 49684 and Leelanau County, a Michigan county, of 8527 E. Government Center Dr., Suttons Bay, Michigan 49682,

for and in consideration of \$1.00, receipt of which is hereby acknowledged, has sold and grants to

GRANTEE: Northwest Regional Airport Authority, a Michigan regional airport authority, of 727 Fly Don't Drive, Traverse City, Michigan 49686,

and to Grantee's successors, administrators, and assigns, all right, title, and interest in and to the property as described in **Attachment A**, attached hereto and made a part hereof, and all of GRANTORS' rights, title, and interests in the tangible and intangible assets of the Cherry Capital Airport, including all insurance policies, executory contracts, leases, contracts, agreements, licenses, or arrangements, and all rights and causes of action of the GRANTORS related to the Cherry Capital Airport (Property).

GRANTORS have executed this Bill of Sale on the date set forth below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

GRAND TRAVERSE COUNTY

\_\_\_\_\_  
By: Robert Hentschel  
Its: Chair

\_\_\_\_\_  
By: Bonnie Scheele  
Its: Clerk

STATE OF MICHIGAN

COUNTY OF GRAND TRAVERSE

Acknowledged before me on \_\_\_\_\_, 2021, by Robert Hentschel, Chair of Grand Traverse County.

\_\_\_\_\_  
\_\_\_\_\_  
County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County,  
Michigan

STATE OF MICHIGAN

COUNTY OF GRAND TRAVERSE

Acknowledged before me on \_\_\_\_\_, 2021, by Bonnie Scheele, Clerk of Grand Traverse County.

\_\_\_\_\_  
\_\_\_\_\_  
County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County,  
Michigan

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

LEELANAU COUNTY

\_\_\_\_\_  
By: William J. Bunek  
Its: Chair

\_\_\_\_\_  
By: Michelle L. Crocker  
Its: Clerk

STATE OF MICHIGAN

COUNTY OF LEELANAU

Acknowledged before me on \_\_\_\_\_, 2021, by William J. Bunek, Chair of Leelanau County.

\_\_\_\_\_  
\_\_\_\_\_  
County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County,  
Michigan

STATE OF MICHIGAN

COUNTY OF LEELANAU

Acknowledged before me on \_\_\_\_\_, 2021, by Michelle L. Crocker,  
Clerk of Leelanau County.

\_\_\_\_\_  
\_\_\_\_\_  
County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County,  
Michigan

PREPARED BY:

Karrie A. Zeits (P60559)  
SONDEE RACINE & DOREN, PLC  
310 W. Front Street, Suite 300  
Traverse City, Michigan 49684  
(231)947-0400

**Airport 2 2017 Ford Explorer**

VIN./SER. NO: 1FM5K8B82HGB39031

Purchased with AIP Funding: No



**Airport 6 Volvo V90**

VIN./SER. NO: YV1102GL9J1047856

Purchased with AIP Funding: No



**Airport 7 Ford F350**

VIN./SER. NO: 1FT8X3B66HEC69278

Purchased with AIP Funding: No



**Airport 8 Ford F350**

VIN./SER. NO: 1FT8X3B62HEDI3356

Purchased with AIP Funding: No



**Airport 9 Ford F350**

VIN./SER. NO: 1FT8X3b6XLEE11012

Purchased with AIP Funding: No



**Airport 11 Dodge Caravan**

VIN./SER. NO: 2B4GP45G8WR63

Purchased with AIP Funding: Yes, 014-1997



**Airport 23 Kubota RTV 1100**

VIN./SER. NO: 11796

Purchased with AIP Funding: No



**Airport 77 Polaris GEM eLXD**

VIN./SER. NO: 52CG2DGAXM5022413

Purchased with AIP Funding: Yes, 047-2020



**Airport 78 Polaris GEM eLXD**

VIN./SER. NO: 52CG2DGA9M5022418

Purchased with AIP Funding: Yes, 047-2020



**Airport 85 (To be re-numbered from 5) Chevrolet Trailblazer**

VIN./SER. NO: 1GNDDT13S352125637

Purchased with AIP Funding: No



**Batts 26 T1100 Deicer Trailer**

VIN./SER. NO: 99341

Purchased with AIP Funding: No



**Blower 18 OshKosh H Series**

VIN./SER. NO: 10TBFAPIX9S112877

Purchased with AIP Funding: No



**Blower 19 OshKosh H Series**

VIN./SER. NO: 10TBFAPI35S084348

Purchased with AIP Funding: Yes, 027-2004



**Forklift 46 Komatsu FG25N**

VIN./SER. NO: AF17D00415

Purchased with AIP Funding: No



**GrindLazer 58 Graco 1013GDCS**

VIN./SER. NO: G19A25N658000127

Purchased with AIP Funding: No





**Holder 30 Holder C9700**

VIN./SER. NO: 6055EDSCHA

Purchased with AIP Funding: Yes, 014-1997



**Lift 45 JLG 2630**

VIN./SER. NO: 0200125087

Purchased with AIP Funding: No



**LineLazer 59 Graco**

VIN./SER. NO: N/A

Purchased with AIP Funding: No



**LineLazer 75 Graco**

VIN./SER. NO: I19A17Y233000133

Purchased with AIP Funding: No



**Loader 27 Case 821E**

VIN./SER. NO: NAF210355

Purchased with AIP Funding: Yes, 035-2010



**Loader 28 Case 821B**

VIN./SER. NO: JEE0053118

Purchased with AIP Funding: No



**Loader 31 Case 821C**

VIN./SER. NO: JEE156331

Purchased with AIP Funding: Yes, 027-2004



**Mower 54 Exmark Lazer Z**

VIN./SER. NO: 542106

Purchased with AIP Funding: No



**Mower 56 Kubota ZD1211**

VIN./SER. NO: 23317

Purchased with AIP Funding: No



**Ops 1 Ford Explorer**

VIN./SER. NO: 1FM5K8B89HGB29919

Purchased with AIP Funding: No



**Paint Truck 25 International**

VIN./SER. NO: ZHTNGTVR3GCB11449

Purchased with AIP Funding: No



**Plow 12 Western Star**

VIN./SER. NO: 5KKDBBDV1JPJXD257

Purchased with AIP Funding: No



**Plow 15 OshKosh H Series**

VIN./SER. NO: 10T3E0BDV

Purchased with AIP Funding: Yes, 008-1992



**Plow 17 OshKosh P Series**

VIN./SER. NO: 10T203B27J1035691

Purchased with AIP Funding: Yes, 004-1987



**Plow 22 OshKosh 6x6**

VIN./SER. NO: 87116

Purchased with AIP Funding: Yes, 029-2005



---

**Rescue 3 OshKosh T1500**

VIN./SER. NO: 69969

Purchased with AIP Funding: Yes, 018-2000



---

**Rescue 4 OshKosh Striker 3000**

VIN./SER. NO: 88448

Purchased with AIP Funding: Yes, 030-2005

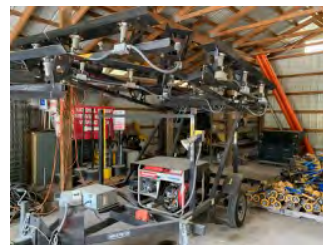


---

**Runway X 41**

VIN./SER. NO: 345039

Purchased with AIP Funding: No



---

**Runway X 42**

VIN./SER. NO: 345040

Purchased with AIP Funding: No



---

**Sander 14 Mercedes Benz**

VIN./SER. NO: 1MBZB77A4FN657240

Purchased with AIP Funding: Yes, 002-1984



**Sweeper 20 OshKosh H Series**

VIN./SER. NO: 084349

Purchased with AIP Funding: Yes, 027-2004



**Sweeper 21 OshKosh H Series**

VIN./SER. NO: 086703

Purchased with AIP Funding: Yes, 029-2005



**Sweeper 33 Airport Technologies SnowMauler PV400**

VIN./SER. NO: PV400-09-P032

Purchased with AIP Funding: No



**Sweeper 34 Airport Technologies SnowMauler PV400**

VIN./SER. NO: PV400-09-P033

Purchased with AIP Funding: No



**Sweeper 35 Airport Technologies SnowMauler PV400**

VIN./SER. NO: PV400-14P114

Purchased with AIP Funding: Yes, 039-2014



**Sweeper 36 MB**

VIN./SER. NO: 08-0539

Purchased with AIP Funding: No



**Tractor 13 Kubota M120DTC**

VIN./SER. NO: 70076

Purchased with AIP Funding: No



**Tractor 16 Kubota L4060HSTC**

VIN./SER. NO: KBUL5BHCVK8D45182

Purchased with AIP Funding: No



**Tractor 32 New Holland TV6070**

VIN./SER. NO: RVS057511

Purchased with AIP Funding: Yes, 034-2008



**Tractor 80 Kubota LX2610HSDC**

VIN./SER. NO: KKBUB8AHCJL1L16198

Purchased with AIP Funding: No



**Trailer 39 Load Trail**

VIN./SER. NO: 4ZEUT1827H1139791

Purchased with AIP Funding: No



**Trailer 40 Sure Trac**

VIN./SER. NO: N/A

Purchased with AIP Funding: No



**Trailer 43**

VIN./SER. NO: N/A

Purchased with AIP Funding: No



**Tymco 29 Ford/Tymco HSP600**

VIN./SER. NO: 1FDX481C8VVA35129

Purchased with AIP Funding: Yes, 013-1996



**TERMINATION OF CHERRY CAPITAL AIRPORT LEASE**

THIS TERMINATION OF AIRPORT LEASE, is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the NORTHWESTERN REGIONAL AIRPORT COMMISSION, hereinafter referred to as the Lessee, and GRAND TRAVERSE COUNTY and LEELANAU COUNTY, hereinafter referred to as the Lessor.

W I T N E S S E T H

WHEREAS, on February 17, 1999, Lessor and Lessee entered into an Agreement Amending and Replacing Lease of May 1, 1972 (the “Lease”) for the premises (including real property, easements, avigation easements, and all appurtenances thereto) known as the Cherry Capital Airport, located in the City of Traverse City, County of Grand Traverse, State of Michigan and more specifically identified by the legal description set forth in the Lease (the “Premises”) for the operation, management, and maintenance of the Cherry Capital Airport (the “Airport”); and

WHEREAS, the Lessee and the Lessor undertook due diligence to conduct a review of governance models for the operation of the Airport, and after such due diligence, approved the recommendation to transfer the operation of the Airport to a Regional Airport Authority under the State of Michigan’s Regional Airport Authority Act, 2015 P.A. 95, being MCL 259.137, et seq.; and

WHEREAS, the Lessors have created the Northwest Regional Airport Authority (the “Authority”) through approved Articles of Incorporation, which were filed with the Michigan Secretary of State on December 29, 2020; and

WHEREAS, the Articles of Incorporation provide for the conveyance of the Premises by the Lessor to the Authority upon the Authority’s receipt of the 14 C.F.R. Part 139 Airport Operating Certificate for the Airport; and

WHEREAS, the Lessor and the Lessee have approved an Assignment and Assumption Agreement to the Authority assigning their rights, title, interests, and obligations in, to, and under the Grant Agreements and Passenger Facility Charge (PFC) Records of Decision and all other rights, title, interest in the assets of the Premises to the Authority effective upon the Federal Aviation Administration (the FAA) approving the transfer of sponsorship and issuing an Airport Operating Certificate to the Authority under 14 C.F.R. Part 139; and



WHEREAS, the Authority is in receipt of the 14 C.F.R. Part 139 Airport Operating Certificate and the FAA has approved the transfer of sponsorship of the Premises to the Authority; and

WHEREAS, the parties have agreed to terminate the Lease;

NOW, THEREFORE, for and in consideration of \$1.00 and other valuable consideration the parties agree as follows:

1. The Lease is terminated effective \_\_\_\_\_, 2021. Following termination, the parties shall have no further rights or obligations under the Lease except those rights and obligations that expressly survive termination.
2. The recitals are incorporated herein and made a part of the Agreement.

GRAND TRAVERSE COUNTY

\_\_\_\_\_  
 By: Robert Hentschel  
 Its: Chair

\_\_\_\_\_  
 By: Bonnie Scheele  
 Its: Clerk

STATE OF MICHIGAN

COUNTY OF GRAND TRAVERSE

Acknowledged before me on \_\_\_\_\_, 2021, by Robert Hentschel, Chair of Grand Traverse County.

\_\_\_\_\_  
 \_\_\_\_\_ County, Michigan  
 My commission expires: \_\_\_\_\_  
 Acting in \_\_\_\_\_ County, Michigan

STATE OF MICHIGAN

COUNTY OF GRAND TRAVERSE

Acknowledged before me on \_\_\_\_\_, 2021, by Bonnie Scheele, Clerk of Grand Traverse County.

\_\_\_\_\_  
County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

LEELANAU COUNTY

\_\_\_\_\_  
By: William J. Bunek  
Its: Chair

\_\_\_\_\_  
By: Michelle L. Crocker  
Its: Clerk

STATE OF MICHIGAN

COUNTY OF LEELANAU

Acknowledged before me on \_\_\_\_\_, 2021, by William J. Bunek, Chair of Leelanau County.

\_\_\_\_\_  
County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

STATE OF MICHIGAN

COUNTY OF LEELANAU

Acknowledged before me on \_\_\_\_\_, 2021, by Michelle L. Crocker, Clerk of Leelanau County.

\_\_\_\_\_  
County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

NORTHWESTERN REGIONAL AIRPORT COMMISSION

\_\_\_\_\_  
By: Douglas DeYoung  
Its: Chair

\_\_\_\_\_  
By: Kevin C. Klein  
Its: Secretary

STATE OF MICHIGAN

COUNTY OF GRAND TRAVERSE

Acknowledged before me on \_\_\_\_\_, 2021, by Douglas DeYoung, Chair of the Northwestern Regional Airport Commission.

\_\_\_\_\_  
County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

STATE OF MICHIGAN

COUNTY OF GRAND TRAVERSE

Acknowledged before me on \_\_\_\_\_, 2021, by Kevin C. Klein, Secretary of the Northwestern Regional Airport Commission.

\_\_\_\_\_  
County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

<p>When Recorded Return To: Karrie A. Zeits (P60559) SONDEE, RACINE &amp; DOREN, PLC 310 W. Front Street, Suite 300 Traverse City, MI 49684</p>		<p>Drafted By: Karrie A. Zeits (P60559) SONDEE, RACINE &amp; DOREN, PLC 310 W. Front Street, Suite 300 Traverse City, MI 49684 (231)947-0400</p>
---	--	--

**ESCROW AGREEMENT**

This agreement (the Agreement) is entered into on \_\_\_\_\_, 2021, between GRAND TRAVERSE COUNTY, LEELANAU COUNTY, NORTHWESTERN REGIONAL AIRPORT COMMISSION, AND THE NORTHWEST REGIONAL AIRPORT AUTHORITY and THE TALON GROUP TITLE AND ESCROW AGENCES (the Escrow Agent), regarding the deposit and dispersal of a quit claim deed, bill of sales, and a termination of lease (the “Documents”) on the terms and conditions set forth below.

1. **The Escrow Agent’s duties.** The Escrow Agent shall hold in trust the Documents pursuant to the terms of this Agreement. The Documents have been delivered to the Escrow Agent.

2. **Completion of the Transfer.** The Escrow Agent shall record the Documents on the direction of GRAND TRAVERSE COUNTY, LEELANAU COUNTY, the NORTHWESTERN REGIONAL AIRPORT COMMISSION, and the NORTHWEST REGIONAL AIRPORT AUTHORITY upon approval of the Federal Aviation Administration (FAA) of the transfer of sponsorship for the Cherry Capital Airport and issuance of a 14 C.F.R. Part 139 Airport Operating Certificate to the Northwest Regional Airport Authority. In the event that the FAA does not approve the transfer of sponsorship for the Cherry Capital Airport and issuance of a 14 C.F.R. Part 139 Airport Operating Certificate to the Northwest Regional Airport Authority and upon direction of GRAND TRAVERSE COUNTY, LEELANAU COUNTY, the NORTHWESTERN REGIONAL AIRPORT COMMISSION, and the NORTHWEST REGIONAL AIRPORT AUTHORITY, the Escrow Agent shall destroy the Documents.

3. **Fees.** The Escrow Agent shall be paid a fee of \$ \_\_\_\_\_ as of the effective date of this Agreement for its duties under this Agreement.

4. **Effective date.** This Agreement shall be effective as of the date first stated above.

NORTHWESTERN REGIONAL  
AIRPORT COMMISSION

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

NORTHWEST REGIONAL AIRPORT  
AUTHORITY

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

GRAND TRAVERSE COUNTY

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

LEELANAU COUNTY

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

ESCROW AGENT

\_\_\_\_\_

## Chet Janik

---

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

Chet:

I have reviewed your questions. Here are my responses:

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

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

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

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

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

## Rationale for Establishing Lake Leelanau Preservation Board

March 2021

### Overview

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

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

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

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

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

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

---

<sup>1</sup> Kevern 2008.

<sup>2</sup> Maine DEP

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

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

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

### **Challenges Facing Lake Leelanau**

The long-term challenges facing Lake Leelanau include:

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

---

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



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

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

## The Solution

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

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

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

---

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

## Frequently Asked Questions

### What is Lake Board Law?

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

### How Is a Lake Board Established?

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

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

### Who Sits on a Lake Board?

Lake boards consist of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>District Court</u> <span style="float: right;">▼</span> Contact Person: <u>Carol Stocking</u> Telephone No.: <u>231.922.4502</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Regular Session <span style="float: right;">▼</span>  <u>7/13/2021</u>
<b>Source Selection Method</b> <input type="checkbox"/> Select One <span style="float: right;">▼</span> <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	<b>VENDOR:</b> _____  Address/ Phone: _____

Budgeted Amount: _____ Contracted Amount: _____
---

Document Description	
<input checked="" type="checkbox"/> Amendment	<input type="checkbox"/> Other <u>Staffing Plan</u>

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

Due to 2020 PA 395 there will be a reduction in the number of defendants put on probation, therefore we reduced the number of probation officers/community corrections officers in the staffing plan. With the approval of the Office Manager position last month, we committed to eliminating other positions to help fund that position.

Move to eliminate the following positions from the 86th District Court staffing.

- .8 fte Office Specialist
- .5 fte Compliance Officer
- 1.0 fte Compliance Officer
- .8 fte Collections Specialist
- 2.5 fte Probation Officers
- 2.0 fte Community Correction Officers

**Suggested Recommendation:** Move to eliminate the positions listed above from the 86th District Court staffing plan.

Department Head Approval: 06/17/2021 01:39PM Date: 06/17/2021

CAROL STOCKING, COURT ADMINISTRATOR

**Leelanau County Senior Services  
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:** LCSS would terminate their contract with ShareCare for care coordination services and hire a full time Care Coordinator. Legal counsel would create a Memorandum of Understanding (MOU) between Leelanau County Senior Services and ShareCare of Leelanau for all seniors associated with either organization and a resident of Leelanau County having access to care coordination services. This position will be a full time non-union professional position filled by a Nurse or Social worker.

**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. **Volunteer Coordination:** LCSS will continue to contract with ShareCare of Leelanau for volunteer coordination services up to \$51,000 per year through December 31, 2022. The current contract will be reviewed and amended to reflect changes related to services and service delivery.



**LEELANAU COUNTY TRENDED POPULATION INFORMATION  
ALL AGE BREAKOUTS - NOT AGGREGATED**

<b>LEELANAU</b>	<b>2010 Census</b>	<b>2011 Est</b>	<b>2012 Est</b>	<b>2013 Est</b>	<b>2014 Est</b>	<b>2015 Est</b>	<b>2016 Est</b>	<b>2017 Est</b>	<b>2018 Proj</b>	<b>2019 Proj</b>	<b>2020 Proj</b>	<b>2021 Proj</b>	<b>2022 Proj</b>	<b>Chg 2010-2017</b>	<b>Chg 2017-2022</b>
<b>Total</b>	<b>21,708</b>	<b>21,420</b>	<b>21,365</b>	<b>21,464</b>	<b>21,583</b>	<b>21,624</b>	<b>21,493</b>	<b>21,657</b>	<b>21,658</b>	<b>21,683</b>	<b>21,706</b>	<b>21,726</b>	<b>21,745</b>	<b>(51)</b>	<b>88</b>
<b>Under 5 years</b>	940	861	853	907	908	892	889	905	939	975	1,006	1,035	1,052	(35)	147
<b>5 to 9 years</b>	1,088	1,049	1,044	1,008	999	976	923	937	930	929	932	940	958	(151)	21
<b>10 to 14 years</b>	1,254	1,226	1,133	1,124	1,105	1,070	1,058	1,044	1,012	1,000	986	975	965	(210)	(79)
<b>15 to 19 years</b>	1,410	1,345	1,288	1,229	1,181	1,180	1,128	1,067	1,032	995	977	963	954	(343)	(113)
<b>20 to 24 years</b>	791	843	916	1,005	1,062	1,067	1,036	1,025	971	908	831	757	695	234	(330)
<b>25 to 29 years</b>	755	759	797	847	870	883	841	893	919	945	969	983	984	138	91
<b>30 to 34 years</b>	792	787	791	869	898	895	921	932	940	954	970	987	1,002	140	70
<b>35 to 39 years</b>	944	847	843	829	842	887	939	980	1,002	1,016	1,020	1,020	1,021	36	41
<b>40 to 44 years</b>	1,177	1,110	1,078	1,004	987	907	849	895	903	927	964	1,008	1,050	(282)	155
<b>45 to 49 years</b>	1,620	1,460	1,299	1,185	1,129	1,135	1,141	1,101	1,057	1,015	977	946	926	(519)	(175)
<b>50 to 54 years</b>	1,817	1,776	1,719	1,698	1,633	1,556	1,435	1,324	1,257	1,202	1,159	1,123	1,094	(493)	(230)
<b>55 to 59 years</b>	2,146	2,109	2,098	2,012	1,956	1,885	1,872	1,870	1,801	1,720	1,629	1,530	1,431	(276)	(439)
<b>60 to 64 years</b>	1,892	2,046	2,028	2,062	2,185	2,244	2,212	2,218	2,214	2,201	2,176	2,139	2,088	326	(130)
<b>65 to 69 years</b>	1,542	1,557	1,736	1,805	1,867	1,965	2,094	2,127	2,181	2,224	2,256	2,279	2,292	585	165
<b>70 to 74 years</b>	1,188	1,254	1,309	1,367	1,431	1,494	1,498	1,631	1,705	1,778	1,850	1,920	1,987	443	356
<b>75 to 79 years</b>	932	918	935	999	1,043	1,064	1,089	1,135	1,188	1,248	1,315	1,386	1,459	203	324
<b>80 to 84 years</b>	715	746	762	747	714	730	746	758	782	808	836	864	895	43	137
<b>85 years and over</b>	705	727	736	767	773	794	822	815	826	838	853	871	892	110	77
<b>Median age (years)</b>	50.3	51.2	51.8	52.2	52.6	53.2	53.8	54.1							

**AGE BREAKOUTS AGGREGATED**

<b>LEELANAU</b>	<b>2010 Census</b>	<b>2011 Est</b>	<b>2012 Est</b>	<b>2013 Est</b>	<b>2014 Est</b>	<b>2015 Est</b>	<b>2016 Est</b>	<b>2017 Est</b>	<b>2018 Proj</b>	<b>2019 Proj</b>	<b>2020 Proj</b>	<b>2021 Proj</b>	<b>2022 Proj</b>	<b>Chg 2010-2017</b>	<b>Chg 2017-2022</b>
<b>Total</b>	<b>21,708</b>	<b>21,420</b>	<b>21,365</b>	<b>21,464</b>	<b>21,583</b>	<b>21,624</b>	<b>21,493</b>	<b>21,657</b>	<b>21,658</b>	<b>21,683</b>	<b>21,706</b>	<b>21,726</b>	<b>21,745</b>	<b>(51)</b>	<b>88</b>
0-19	4,692	4,481	4,318	4,268	4,193	4,118	3,998	3,953	3,913	3,899	3,902	3,912	3,929	(739)	(24)
20-29	1,546	1,602	1,713	1,852	1,932	1,950	1,877	1,918	1,891	1,853	1,800	1,740	1,678	372	(240)
30-39	1,736	1,634	1,634	1,698	1,740	1,782	1,860	1,912	1,942	1,969	1,989	2,007	2,023	176	111
40-49	2,797	2,570	2,377	2,189	2,116	2,042	1,990	1,996	1,960	1,942	1,941	1,954	1,977	(801)	(19)
50-59	3,963	3,885	3,817	3,710	3,589	3,441	3,307	3,194	3,058	2,922	2,787	2,654	2,525	(769)	(669)
60-64	1,892	2,046	2,028	2,062	2,185	2,244	2,212	2,218	2,214	2,201	2,176	2,139	2,088	326	(130)
65-69	1,542	1,557	1,736	1,805	1,867	1,965	2,094	2,127	2,181	2,224	2,256	2,279	2,292	585	165
70-74	1,188	1,254	1,309	1,367	1,431	1,494	1,498	1,631	1,705	1,778	1,850	1,920	1,987	443	356
75-79	932	918	935	999	1,043	1,064	1,089	1,135	1,188	1,248	1,315	1,386	1,459	203	324
80-84	715	746	762	747	714	730	746	758	782	808	836	864	895	43	137
85+	705	727	736	767	773	794	822	815	826	838	853	871	892	110	77

**PERCENT CHANGE BY AGE BREAKOUTS YEAR TO YEAR**

<b>LEELANAU</b>	<b>2010 Census</b>	<b>2011 Est</b>	<b>2012 Est</b>	<b>2013 Est</b>	<b>2014 Est</b>	<b>2015 Est</b>	<b>2016 Est</b>	<b>2017 Est</b>	<b>2018 Proj</b>	<b>2019 Proj</b>	<b>2020 Proj</b>	<b>2021 Proj</b>	<b>2022 Proj</b>	<b>Chg 2010-2017</b>	<b>Chg 2017-2022</b>
<b>Total</b>		<b>-1%</b>	<b>0%</b>	<b>0%</b>	<b>1%</b>	<b>0%</b>	<b>-1%</b>	<b>1%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>
0-19		-4%	-4%	-1%	-2%	-2%	-3%	-1%	-1%	0%	0%	0%	0%	0%	-1%
20-29		4%	7%	8%	4%	1%	-4%	2%	-1%	-2%	-3%	-3%	-4%	-16%	-13%
30-39		-6%	0%	4%	2%	2%	4%	3%	2%	1%	1%	1%	1%	24%	6%
40-49		-8%	-8%	-8%	-3%	-3%	-3%	0%	-2%	-1%	0%	1%	1%	10%	-1%
50-59		-2%	-2%	-3%	-3%	-4%	-4%	-3%	-4%	-4%	-5%	-5%	-5%	-29%	-21%
60-64		8%	-1%	2%	6%	3%	-1%	0%	0%	-1%	-1%	-2%	-2%	-19%	-6%
65-69		1%	11%	4%	3%	5%	7%	2%	3%	2%	1%	1%	1%	17%	8%
70-74		6%	4%	4%	5%	4%	0%	9%	5%	4%	4%	4%	3%	38%	22%
75-79		-2%	2%	7%	4%	2%	2%	4%	5%	5%	5%	5%	5%	37%	29%
80-84		4%	2%	-2%	-4%	2%	2%	2%	3%	3%	3%	3%	4%	22%	18%
85+		3%	1%	4%	1%	3%	4%	-1%	1%	2%	2%	2%	2%	6%	9%

**% OF POPULATION BY AGE BREAKOUTS TRENDED**

<b>LEELANAU</b>	<b>2010 Census</b>	<b>2011 Est</b>	<b>2012 Est</b>	<b>2013 Est</b>	<b>2014 Est</b>	<b>2015 Est</b>	<b>2016 Est</b>	<b>2017 Est</b>	<b>2018 Proj</b>	<b>2019 Proj</b>	<b>2020 Proj</b>	<b>2021 Proj</b>	<b>2022 Proj</b>	<b>Chg 2010-2017</b>	<b>Chg 2017-2022</b>
0-19	22%	21%	20%	20%	19%	19%	19%	18%	18%	18%	18%	18%	18%	-3%	0%
20-29	7%	7%	8%	9%	9%	9%	9%	9%	9%	9%	8%	8%	8%	2%	-1%
30-39	8%	8%	8%	8%	8%	8%	9%	9%	9%	9%	9%	9%	9%	1%	0%
40-49	13%	12%	11%	10%	10%	9%	9%	9%	9%	9%	9%	9%	9%	-4%	0%
50-59	18%	18%	18%	17%	17%	16%	15%	15%	14%	13%	13%	12%	12%	-4%	-3%
60-64	9%	10%	9%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	2%	-1%
65-69	7%	7%	8%	8%	9%	9%	10%	10%	10%	10%	10%	10%	11%	3%	1%
70-74	5%	6%	6%	6%	7%	7%	7%	8%	8%	8%	9%	9%	9%	2%	2%
75-79	4%	4%	4%	5%	5%	5%	5%	5%	5%	6%	6%	6%	7%	1%	1%
80-84	3%	3%	4%	3%	3%	3%	3%	4%	4%	4%	4%	4%	4%	0%	1%
85+	3%	3%	3%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	1%	0%

**AGGREGATED OLDER ADULT POPULATION COHORTS TRENDED**

<b>LEELANAU</b>	<b>2010 Census</b>	<b>2011 Est</b>	<b>2012 Est</b>	<b>2013 Est</b>	<b>2014 Est</b>	<b>2015 Est</b>	<b>2016 Est</b>	<b>2017 Est</b>	<b>2018 Proj</b>	<b>2019 Proj</b>	<b>2020 Proj</b>	<b>2021 Proj</b>	<b>2022 Proj</b>	<b>Chg 2010-2017</b>	<b>Chg 2017-2022</b>
60+	6,974	7,248	7,506	7,747	8,013	8,291	8,461	8,684	8,895	9,097	9,286	9,460	9,613	1,710	929
65+	5,082	5,202	5,478	5,685	5,828	6,047	6,249	6,466	6,680	6,896	7,109	7,320	7,525	1,384	1,059
75+	2,352	2,391	2,433	2,513	2,530	2,588	2,657	2,708	2,795	2,894	3,003	3,121	3,245	356	537
85+	705	727	736	767	773	794	822	815	826	838	853	871	892	110	77

<b>LEELANAU</b>	<b>2010 Census</b>	<b>2011 Est</b>	<b>2012 Est</b>	<b>2013 Est</b>	<b>2014 Est</b>	<b>2015 Est</b>	<b>2016 Est</b>	<b>2017 Est</b>	<b>2018 Proj</b>	<b>2019 Proj</b>	<b>2020 Proj</b>	<b>2021 Proj</b>	<b>2022 Proj</b>	<b>Chg 2010-2017</b>	<b>Chg 2017-2022</b>
<60+ as % of total	68%	66%	65%	64%	63%	62%	61%	60%	59%	58%	57%	56%	56%	-9%	-4%
60+ as % of total	32%	34%	35%	36%	37%	38%	39%	40%	41%	42%	43%	44%	44%	9%	4%
65+ as % of total	23%	24%	26%	26%	27%	28%	29%	30%	31%	32%	33%	34%	35%	7%	5%
75+ as % of total	11%	11%	11%	12%	12%	12%	12%	13%	13%	13%	14%	14%	15%	2%	2%
85+ as % of total	3%	3%	3%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	1%	0%

**Data Sources:**

2010 Census

2011-2017 American Community Survey

2018-2022 EMSI Economic Modeling

Produced by Area Agency on Aging of Northwest Michigan

# 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
<b>Estimated Annual Cost</b>	<b>\$</b>	<b>309,354.83</b>

Proposed Wages/Positions #1		
County Employees		
Director	\$	89,808.91
Care Coordinator	\$	76,512.80
Resource Coordinator	\$	72,982.00
Admin Secretary/Account Clerk	\$	61,825.40
Safety Coordinator	\$	23,176.37
Contracted		
Volunteer Coordinator	\$	25,500.00
<b>Estimated Annual Cost</b>	<b>\$</b>	<b>349,805.48</b>

Revised 6/22/2021

Proposed Wages/Positions #2		
County Employees		
Director	\$	89,808.91
Care Coordinator	\$	76,512.80
Resource Coordinator	\$	72,982.00
Admin Secretary/Account Clerk	\$	61,825.40
Contracted		
Volunteer Coordinator	\$	51,000.00
<b>Estimated Annual Cost</b>	<b>\$</b>	<b>352,129.11</b>

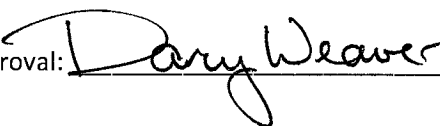
# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Treasurer</u> Contact Person: <u>Darcy Weaver</u> Telephone No.: <u>(231) 256-9838</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  07/13/2021
<b>Source Selection Method</b>	
<input type="checkbox"/> Select One  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	VENDOR: _____  Address/ Phone: _____

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

<b>Document Description</b>	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Rescind Resolution/Waive Right of Refusal</u>

<input type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>	
<p>Per the advice of Corporate Counsel, the Leelanau County Treasurer's office is requesting that the board of commissioners rescind resolution #2013-010, Leelanau County Land Bank Fast Track Authority Policy (attached).</p> <p>Under the 2020 amendments to MCL 211.78m(1), the Foreclosing Governmental Unit must first offer the properties (1) to the State, then (2) the city, village or township, (or city land bank), then (3) the County, and then (4) the County Land Bank.</p> <p>This amendment makes it unnecessary for the County to purchase the properties prior to action in order to convey them to the Land Bank Authority.</p> <p>The Treasurer's office is also requesting that the Leelanau County Board of Commissioners decline its right of refusal and allow the Chairman of the Board and County Administrator to sign the Waiver of Right of Refusal for the 2021 foreclosed parcels.</p> <p>This request will require two recommendations.</p> <p>First Suggested Recommendation: I move to recommend that the Leelanau County Board of Commissioners rescind Resolution #2013-010, Leelanau County Land Bank Fast Track Authority Policy.</p> <p><b>Suggested Recommendation:</b> I move to recommend that the Leelanau County Board of Commissioners decline its right of refusal and allow the Chairman of the Board and County Administrator to sign the waiver of Right of Refusal for the 2021 foreclosed parcels.</p>	

Department Head Approval:  Date: 07/05/2021

**Excerpt**

**LEELANAU COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION – TUESDAY, MAY 21, 2013**

Tentative minutes – meeting recorded.

...

<u>Roll Call:</u>	District #1	Jean I. Watkoski	PRESENT
	#2	Debra L. Rushton	PRESENT
	#3	William J. Bunek	PRESENT
	#4	Tom Van Pelt	PRESENT
	#5	Karen Zemaitis	PRESENT
	#6	Carolyn Rentenbach	PRESENT
	#7	Melinda C. Lautner	PRESENT

...

Action Items:

...

Treasurer – Policy on Land Bank:

MOTION BY BUNEK TO RESCIND LEELANAU COUNTY RESOLUTION #2009-009, AND APPROVE LEELANAU COUNTY RESOLUTION #2013-010, LEELANAU COUNTY LAND BANK FAST TRACK AUTHORITY POLICY, AS PRESENTED. SECOND LAUTNER.

Discussion...

*Motion #160–05212013 Regular Session*

***MOTION AMENDED BY BUNEK TO RESCIND LEELANAU COUNTY RESOLUTION #2009-009, AND APPROVE LEELANAU COUNTY RESOLUTION #2013-010, LEELANAU COUNTY LAND BANK FAST TRACK AUTHORITY POLICY, WITH CHANGE AS NOTED. SECOND AMENDED BY LAUTNER.***

**ROLL CALL: Lautner – YES; Rentenbach – YES; Rushton – YES; Watkoski – YES; Zemaitis – YES; Bunek – YES; Van Pelt – YES.**

**AYES – 7 NO – 0**

**MOTION CARRIED.**

**Leelanau County Resolution #2013-010  
Land Bank Fast Track Authority Policy**

Purpose

This Policy addresses the County’s role in the real property tax foreclosure process, and the acquisition and conveyance of tax foreclosed properties, with respect to the Leelanau County Land Bank Fast Track Authority (“the Land Bank”). This Policy replaces the July 21, 2009 Land Bank Agreement adopted in Resolution #2009-009, which has been rescinded.

Tax Foreclosed Properties

The Leelanau County Treasurer serves as the Foreclosing Governmental Unit (FGU) for the

County under the General Property Tax Act, MCL 211.78 *et seq.* The FGU is vested with fee simple title to all tax foreclosed properties as of April 1 of each year.

On or before July 1 of each year, the County Treasurer shall prepare a list of tax foreclosed properties suitable for acquisition by the Land Bank, and submit that list to the Land Bank and the County Board of Commissioners. The Land Bank shall make a list from among those tax foreclosed properties listed by the County Treasurer that it wishes to acquire, and submit that list to the County Treasurer and the County Board of Commissioners. To the extent the tax foreclosed properties so listed by the Land Bank are not first purchased by the State, or a city, village or township in which the property is located, the County may purchase the listed properties from the FGU for the minimum bid, pursuant to MCL 211.78m(1).

The FGU shall deliver a deed to the County for each tax foreclosed property purchased by the County. The County shall have the option, thereafter to promptly convey the tax foreclosed properties to the Land Bank by deed upon payment by the Land Bank to the County of the same minimum bid price paid by the County to acquire the properties.

Any remaining tax foreclosed properties shall be offered for public sale by the FGU, or transferred to a city, village, or township in which the property is located. On or after January 1 of each year, for any tax foreclosed properties that are not sold to the public or transferred to a city, village or township, that remain in the possession of the FGU pursuant to MCL 211.78m(7), the Land Bank shall prepare a list of those remaining tax foreclosed properties that it wishes to acquire, and submit that list to the FGU and the County Board of Commissioners. The tax foreclosed properties so listed by the Land Bank shall be conveyed from the FGU to the Land Bank by deed, as permitted by MCL 124.755(6).

#### Use and Disposition of Conveyed Properties

Upon the conveyance of tax foreclosed properties to the Land Bank, the Land Bank shall have full and complete discretion in the use of the properties, and with regard to the subsequent disposition of the properties. The use and sale of said properties will be in accordance with the Land Bank Authority's adopted Policies & Procedures. The Land Bank may retain all proceeds from the disposition of the properties.

State of Michigan  
County of Leelanau

I, Michelle L. Crocker, Clerk of said County and Clerk of Circuit Court for said County, the same being a Court of record having a seal, do hereby certify that the above is a true copy of the Record now remaining in my office and of the whole thereof. In Testimony whereof, I have hereto set my hand and affixed the seal of the Circuit Court the 29th day of May 2013.

---

Michelle L. Crocker, Leelanau County Clerk

## Darcy Weaver

---

**From:** Tim Perrone <tperrone@cstmlaw.com>  
**Sent:** Thursday, June 24, 2021 4:25 PM  
**To:** Trudy Galla  
**Cc:** Chet Janik; Darcy Weaver  
**Subject:** RE: Land Bank and foreclosed properties

Trudy:

The County Board acts through its motions and resolutions adopted at an open meeting, so that is the method by which it would decline to acquire the properties.

So long as the County Treasurer as FGU is satisfied that the County has declined to acquire the properties, that should be sufficient for the FGU to offer the properties to the Land Bank.

I am available Friday if you want to call and discuss further.

Timothy M. Perrone  
Cohl, Stoker & Toskey, P.C.  
(517) 372-9000  
[tperrone@cstmlaw.com](mailto:tperrone@cstmlaw.com)

\*\*\*\*\*

This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary, attorney work-product or attorney-client privileged. If this information is received by anyone other than the named addressee(s), the recipient should immediately notify the sender by E-MAIL and by telephone (517-372-9000) and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). Thank you.

---

**From:** Trudy Galla <tgalla@leelanau.gov>  
**Sent:** Thursday, June 24, 2021 4:21 PM  
**To:** Tim Perrone <tperrone@cstmlaw.com>  
**Cc:** Chet Janik <cjanik@leelanau.gov>; Darcy Weaver <dweaver@leelanau.gov>  
**Subject:** RE: Land Bank and foreclosed properties

Thank you, Tim.

Does the County need to provide written notice that they are not exercising their right to these properties? Or, is there another method?

Trudy

---

**From:** Tim Perrone <tperrone@cstmlaw.com>  
**Sent:** Thursday, June 24, 2021 4:09 PM  
**To:** Trudy Galla <tgalla@leelanau.gov>  
**Cc:** Chet Janik <cjanik@leelanau.gov>; Darcy Weaver <dweaver@leelanau.gov>  
**Subject:** RE: Land Bank and foreclosed properties



Trudy:

Under the 2020 amendments to MCL 211.78m(1), the FGU must first offer the properties (1) to the State, then (2) the city, village or township, (or city land bank), then (3) the County, and then (4) the County Land Bank.

Thus, the Land Bank may purchase the properties before they are offered for sale at a public auction, without the County first acquiring them for conveyance to the Land Bank.

However, the pre-auction sale price (for any of the public entities) is the minimum bid only if there are no claims filed for remaining proceeds. If claims are filed, then the pre-auction price is the greater of the minimum bid or fair market value.

Under this amended statutory scheme, there is no need for the County to acquire the properties before the auction simply to convey them to the Land Bank, as the Land Bank is next in line to acquire them on its own.

In this light, there may be no real purpose served by continuing the policy set forth in Resolution #2013-010.

One option would be for the County Board to rescind the Resolution, and to simply follow the statutory scheme, i.e., unless the County desires to acquire the property, it should simply decline, and then the Land Bank could acquire the property directly from the FGU without any further County Board involvement.

This would avoid the two-step acquisition process by which the County acquired from the FGU for immediate conveyance to the Land Bank, as the FGU could directly convey to the Land Bank when the County declines the offer.

Also, the Resolution references the minimum bid as the price, which only applies in the absence of any claims for remaining proceeds having been filed with the FGU. Otherwise, the greater of the minimum bid or fair market value would have to be paid, and the FGU would handle the remaining proceeds according to the procedure in MCL 211.78t.

The other option would be for the County Board to amend Resolution 2013-010, retaining the two-step process for the County to acquire properties for conveyance to the Land Bank, but to include additional language (a) referencing a City Land Bank in the order of priority, (b) specifying that the price is dependent upon whether claims have been filed for remaining proceeds, and (c) acknowledging the County Land Bank's new position in the order of priority for pre-auction acquisition of the properties. As noted above, such an amendment is unnecessary, as it would simply parrot the statutory scheme, with no real benefit to the County or the Land Bank.

Therefore, if the County Board declines to acquire the properties, then the FGU may offer them directly to the Land Bank without County Board involvement. If no claims for remaining proceeds have been filed, the Land Bank may acquire the properties for the minimum bid.

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

Timothy M. Perrone  
Cohl, Stoker & Toskey, P.C.  
(517) 372-9000  
[tperrone@cstmlaw.com](mailto:tperrone@cstmlaw.com)

\*\*\*\*\*

This transmission is intended to be delivered only to the named addressee(s) and may contain information that is

confidential, proprietary, attorney work-product or attorney-client privileged. If this information is received by anyone other than the named addressee(s), the recipient should immediately notify the sender by E-MAIL and by telephone (517-372-9000) and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). Thank you.

**From:** Trudy Galla <[tgalla@leelanau.gov](mailto:tgalla@leelanau.gov)>  
**Sent:** Wednesday, June 23, 2021 2:28 PM  
**To:** Tim Perrone <[tperrone@cstmlaw.com](mailto:tperrone@cstmlaw.com)>  
**Cc:** Chet Janik <[cjanik@leelanau.gov](mailto:cjanik@leelanau.gov)>; Darcy Weaver <[dweaver@leelanau.gov](mailto:dweaver@leelanau.gov)>  
**Subject:** Land Bank and foreclosed properties

Tim;

Attached is the Resolution from 2013 regarding the Land Bank process for foreclosed properties. You worked on this agreement for the Land Bank.

I've also attached an Excerpt from the draft minutes of the 5-18-2021 Land Bank meeting. At that meeting Chairman (and county Treasurer) John Gallagher stated the Land Bank has been added as part of the county 1<sup>st</sup> right of refusal and the precedent of going before the County Board is a moot point. John is unavailable and as Secretary for the Land Bank, I am trying to confirm what has changed in the law, and what steps we need to take with regard to the 7 foreclosed properties. It is my understanding the state and local municipalities are NOT exercising their right of 1<sup>st</sup> refusal on these foreclosed properties.

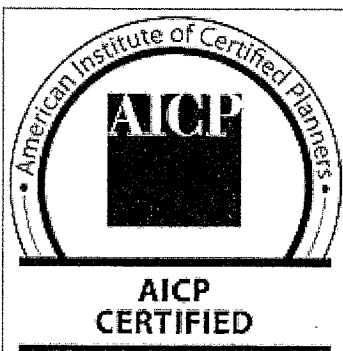
- Do we need any changes to the 2013 Resolution? If yes, would you please provide a new draft?
- Can the Land Bank acquire these 7 foreclosed properties without taking them before the County Board?

The Land Bank will meet on Tuesday, July 20 at 9:00 am. Can we get a response by July 13, along with any steps we need to take at the Land Bank meeting and/or a County Board meeting?

Thank you. I appreciate the help.

cc: Darcy Weaver, Leelanau County Chief Deputy Treasurer  
Chet Janik, Administrator

Trudy J. Galla, AICP, Leelanau County Planning Director  
8527 E. Government Center Dr., Suite 108  
Suttons Bay MI 49682  
231-256-9812  
[tgalla@leelanau.gov](mailto:tgalla@leelanau.gov)



Thursday, July 01, 2021

To County Administrator and Chairman of the Board:

RE: 2021 Property Tax Foreclosed Parcels

Please find the list of foreclosed parcels for unpaid property taxes below. The amount due does not reflect the minimum bid. The minimum bid will include additional fees for site preparation, maintenance, publication costs, summer taxes, etc. If 1 or more claimants have filed a claim for the remaining proceeds from the foreclosed property, the minimum bid becomes the fair market value. MCL 211.78m (1) As of date above, we have not received a claim for the proceeds but please bear in mind that the claimants have until July 1<sup>st</sup> to do so.

PARCEL	TAX DUE	INT/FEES DUE	TOTAL DUE	TAX YEARS DELINQUENT
001-111-010-00	275.92	692.23	968.15	2020 2019 2018
002-500-017-00	434.77	1,079.35	1,514.12	2020 2019 2018 2017
004-240-033-00	1,810.59	907.95	2,718.54	2020 2019 2018
008-360-134-00	910.14	1,632.67	2,542.81	2020 2019 2018 2017 2016 2015
008-410-269-00	555.97	721.06	1,277.03	2020 2019 2018
008-750-003-00	166.18	1,025.67	1,191.85	2020 2019 2018 2017
011-642-011-20	1,150.77	1,351.67	2,502.44	2020 2019 2018 2017

The State of Michigan has first right of refusal to purchase the properties at market value or minimum bid, whichever is higher.

The Township/City/Village, in which the foreclosed property is located, has second right of refusal to purchase the property at market value or minimum bid, whichever is higher.

The County has third right of refusal to purchase the property at market value or minimum bid, whichever is higher.

All purchases, by a governmental unit, must be paid for in full at the close of each day's bidding or by the date not more than 21 days after the sale. MCL 211.78m (2)

The County Treasurer has the right to charge back taxes to the local units on those parcels that sell below the minimum bid. MCL 211.78m (8d)

All local taxes, assessments/utilities are extinguished immediately for the current year. MCL 211.78m (11)

Please notify me, in writing, by July 23, 2021 of your unit of government's intention to act upon or decline your right of refusal. I thank you for your time and look forward to your timely notification of your interest, or lack thereof, in purchasing any of the foreclosed parcels.

Sincerely,



John A. Gallagher III

NW



**WAIVER OF RIGHT OF REFUSAL**

**LEELANAU COUNTY**

\_\_\_\_\_  
Date

Leelanau County Treasurer  
8527 E. Government Center Drive  
Suite 104  
Suttons Bay, MI 49682

SUBJECT: 2021 Property Tax Foreclosed Parcels

At this time, we are waiving our right of refusal to parcels that were foreclosed upon in March 2021.

\_\_\_\_\_  
Chairman of the Board (Print Name)

\_\_\_\_\_  
Chairman of the Board (Signature)

# EXECUTIVE DOCUMENT SUMMARY

Department: Information Technology Contact Person: <u>Ron Plamondon</u> Telephone No.: _____	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  07/13/2021
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>SafetyNet</u>  Address/ Phone: _____
<input checked="" type="checkbox"/> Quotation  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>636-970.000</u>	

Budgeted Amount: <u>                  \$ 20,000.00</u>	Contracted Amount: <u>                  \$ 24,900.00</u>
--	--

Document Description	
<input type="checkbox"/> Capital Purchase	<input type="checkbox"/> Other _____

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

Requesting approval to purchase a new server with VMWare software with installation by SafetyNet. This new server will replace an end-of-life server that currently hosts two of our 911 applications, as well as two servers that handle our telephone connections. This new server will have the capacity to host other servers and can act as a backup host in case of an existing server failure. Having this server will get us closer to having a redundant server. This plan was developed with SafetyNet and, with budgeted funds for the purchase of an additional server proposed for fiscal year 2022, we will be able to provide a redundant server environment which should greatly reduce the possibility of a system failure.

Funds would come from Data Processing Fund #636

**Suggested Recommendation:** I recommend that the Board of Commissioners approve the purchase of a VMWare server from SafetyNet at a cost not to exceed \$24,900.00, with funds to come from Data Processing Fund #636.

Department Head Approval:  Digitally signed by Ron Plamondon  
Date: 2021.06.30 10:26:57 -04'00' Date: 07/01/2021

We have prepared a quote for you

**New vHost to support servers**

Quote # 014281  
Version 1

Prepared for:

**Leelanau County**

Ron Plamondon  
rplamondon@leelanau.gov



### Hardware

Product Description	Price	Qty	Ext. Price
Dell EMC ME4012 Storage Array - Dual 10GB ISCSI Controller - 4x960GB SSD - 4x8TB 7.2k NL -SAS - 7 Year ProSupport NBD Warranty	\$15,800.00	1	\$15,800.00
PowerEdge R440 - 1U Rackmount Server -Intel Xeon Silver 4216 2.1G, 16C/32T - 96GB Ram - 2x480GB SSD - 7 Year ProSupport NBD Warranty	\$7,000.00	1	\$7,000.00
<b>Subtotal:</b>			<b>\$22,800.00</b>

### Licenses

Product Description	Price	Qty	Ext. Price
VMware Vsphere 7 Essentials Kit	\$600.00	1	\$600.00
VMware Vsphere 7 Essentials Subscription 1YR	\$100.00	1	\$100.00
<b>Subtotal:</b>			<b>\$700.00</b>

### Services

Product Description	Price	Qty	Ext. Price
Configure Server, Install and Configure VMware - Estimate	\$175.00	8	\$1,400.00
<b>Subtotal:</b>			<b>\$1,400.00</b>

## New vHost to support servers


**Prepared by:**
**Safety Net**

Jeffrey Fulton  
 (231)346-4125  
 Fax (231) 922-9330  
 jfulton@safetynet-inc.com

**Prepared for:**
**Leelanau County**

8527 E. Government Center Dr.  
 Suite 101  
 Suttons Bay, MI 49682  
 Ron Plamondon  
 (231) 256-8105  
 rplamondon@leelanau.gov

**Quote Information:**
**Quote #: 014281**

Version: 1  
 Delivery Date: 06/23/2021  
 Expiration Date: 07/23/2021

## Quote Summary

Description	Amount
Hardware	\$22,800.00
Licenses	\$700.00

**Subtotal w/ Tax: \$23,500.00**

Description	Amount
Services	\$1,400.00

## Payment Options

Description	Payments	Interval	Amount
Down Payment			
Hardware	1	One-Time	\$17,100.00
<b>Software</b>	<b>1</b>	<b>One-Time</b>	<b>\$700.00</b>
Final Payment			
<b>Due Upon Delivery</b>	<b>1</b>	<b>One-Time</b>	<b>\$5,700.00</b>
Due at Completion			
<b>Final Services Payment</b>	<b>1</b>	<b>One-Time</b>	<b>\$1,400.00</b>




### Summary of Selected Payment Options

Description	Amount
<b>Down Payment: Software</b>	
<b>Total of Payments</b>	<b>\$700.00</b>
<b>Final Payment: Due Upon Delivery</b>	
<b>Total of Payments</b>	<b>\$5,700.00</b>
<b>Due at Completion: Final Services Payment</b>	
<b>Total of Payments</b>	<b>\$1,400.00</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

### Safety Net

### Leelanau County

Signature:   
 Name: Jeff Fulton  
 Title: VP Strategic Accounts & fCIO  
 Date: 06/23/2021

Signature: \_\_\_\_\_  
 Name: William J. Bunek  
 Date: \_\_\_\_\_



### **Terms and Conditions**

1. The terms of this proposal are confidential and shall not be shared with anyone other than employees or agents of Client.
2. The pricing quoted in this proposal is only valid for 30 days from the date of the quote.
3. If multiple services are quoted, services may be billed as each service is completed. Client agrees that all sums due Safety Net shall be paid in full upon invoice. In the event said sums are not paid when due, Client agrees to pay Safety Net a service charge at the rate of 1.5% per month or 18% per year, upon all past due balances.
4. For equipment and software that must be purchased from third parties, Client agrees to deposit readily available funds with Safety Net in an amount equal to 75% of the purchase amount prior to the submittal of the order.
5. Client agrees to pay Safety Net a service charge of \$25.00 for each check returned from Client's bank account, and shall pay the full amount of the returned check, as well as the service charge, in cash or with certified funds within forty-eight (48) hours.
6. In the event the account becomes delinquent and is submitted for collection, Client agrees to pay attorney fees, court costs, disbursements and actual out-of-pocket expenses incurred as a consequence of the delinquent account.
7. If applicable, Client agrees to prepare site for installation of any equipment prior to arrival of technicians. Equipment areas must have network cabling, electrical wiring and counter preparation, including a clean workspace and drilling of holes necessary for cables. If installation is delayed or rescheduled because environment is not ready, additional service hours may be required and will be due Safety Net. Cables, extension cords, power strips and other miscellaneous materials will be billed as they are consumed throughout project.
8. If Client needs to return a product quoted here, and it is not defective, Safety Net will try to accommodate. Client agrees that any returns shall be subject to the approval of the originating wholesaler or manufacturer of the product. If approval is granted, a restocking fee of 15% of the purchase price may apply. Client requests for returns must be received to [billing@safetynet-inc.com](mailto:billing@safetynet-inc.com) within 15 days of receipt of product. Professional services are non-refundable.
9. Pricing reflects a cash discount of 3%. Client may elect to pay by credit card; however, this discount will not apply.

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Information Technology</u> Contact Person: <u>Ron Plamondon</u> Telephone No.: _____	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  07/13/2021
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>SafetyNet</u>  Address/ Phone: _____
<input type="checkbox"/> Quotation  <input checked="" type="checkbox"/> Other: <u>Contract Amendment</u> <i>Account Number</i> (Funds to come from): <u>636-970.000</u>	

Budgeted Amount: _____	\$ 71,000.00	Contracted Amount: _____	\$ 74,512.00
------------------------	--------------	--------------------------	--------------

Document Description	
<input checked="" type="checkbox"/> Capital Purchase	<input type="checkbox"/> Other _____

<input checked="" type="checkbox"/>	<b>Request to Waive Board Policy on Bid Requirements</b>
<p>Requesting approval for an amendment to our exiting SafetyNet contract for the duration of the term, which ends June 16, 2022. The original contract with SafetyNet is \$51,000 per year. If the new VMWare server is approved, we need to include the new server in our contract. This quote from SafetyNet includes the new server, as well as the new 911 servers, which are not currently part of any existing contract. A quote to provide support for the new 911 servers was received from Solutions 2, which is the vendor of choice for the Motorola system. Their quote was \$40,560.00 per year and would only include remote support. Based on this Emergency Management Director Matt Ansorge and I both agree that support from SafetyNet would be our best solution.</p> <p>Funds would come from Data Processing Fund #636.</p>	
<b>Suggested Recommendation:</b>	I recommend that the Board of Commissioners approve the amendment to the contract with SafetyNet for an additional \$23,412.00, with funds to come from Data Processing Fund #636.

Department Head Approval:  Digitally signed by Ron Plamondon Date: 2021.07.08 11:15:25 -04'00' Date: 07/08/2021

## Appendix D: Service Change Agreement

This Safety Net Agreement Amendment **ONE** (this "Amendment") is made and entered into as of the 1st day of July, 2021 (the "Effective Date"), by and between Safety Net., a Michigan corporation ("Safety Net") having its principal place of business at 1771 Park Drive, Traverse City, MI 49686, and Leelanau County, a County ("Client") having its principal place of business at 8527 E. Government Center Dr., Suite 201, Suttons Bay, MI 49682.

Both Client and Safety Net agree to the following modifications and changes to the Service Level Agreement, Appendix A, dated June 17, 2019 as amended (the "Agreement").

SERVICE	QUANTITY	PRICE
Unlimited Remote Service Desk Support for all issues during normal business hours (after hours support for critical issues)	19 servers 12 managed network devices	Included
Unlimited On-site Support for escalated issues during normal business hours (after hours support for critical issues)	19 servers 12 managed network devices	Included
Enhanced Application Support	Not Included	Not Included
Mobile Smart Phone Management	Not Included	Not Included
Comprehensive Monitoring and Maintenance for servers and network devices	19 servers 12 managed network devices	Included
Backup Monitoring & Management	16 servers	Included
Backup Software and Offsite Replication	0 servers	Not Included
Firewall as a Service	1 Firewall	Included
Endpoint Security - Web Content Filtering - Antivirus Client - Microsoft Patch Management	150 computers 19 servers	Included
Spam Filtering	Not Included	Not Included
Proactive Network Administration Visit	1 day per month	Included
Client Business Review & Analysis	1 per quarter	Included
Travel costs to and from Client	As required	Included
Locations		
Name	Address	
Leelanau County Campus	8527 E. Government Center Dr., Suttons Bay, MI 49682	
Total Monthly Fees (August 1, 2021 – June 16, 2022)		\$6151
Total onboarding fees for 10 additional servers		\$700

Specific Exclusions, Exceptions and Services
--

**Service Level Agreement**

---

Scope of services does not include end user/end user device support. Standard coverage for those systems is limited to providing the endpoint security tools and ensuring their operation. However, during times when Leelanau County's entire IT staff is out on PTO, Safety Net will provide end-user support, up to 20 days per year. This support will be best effort and Leelanau County's IT staff will give Safety Net one week's advanced notice for planned PTO whenever possible.

CAD 911 server support scope includes operating systems support, security tools, and backup management. Application support is not included and is the responsibility of the county and appointed vendors. Disaster Recovery documentation and annual testing of the DR plan is mandatory. Services to assist with annual testing, as well as remediation of any issues uncovered, is not be covered by the scope of this agreement. DR activation is the responsibility of the county and appointed vendor, Safety Net will assist in the activation with operating systems and network support.

Except to the extent modified hereby, all terms and conditions of the Agreement remain in full force and effect. Both Parties agree and approve the above facts.

As authorized agents of the parties entering into this Agreement, the undersigned acknowledge full contents of said agreement as acceptable and binding.

Accepted by:

---

Authorized Signature                      Client                      Date

---

Authorized Signature                      Safety Net                      Date

# EXECUTIVE DOCUMENT SUMMARY

Department: Information Technology Contact Person: <u>Ron Plamondon</u> Telephone No.: _____	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  07/13/2021
<b>Source Selection Method</b>	VENDOR: <u>ESRI</u>  Address/ Phone: _____
<input checked="" type="checkbox"/> Quotation  <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>636-801.000</u>	

Budgeted Amount: _____	\$ 6,700.00	Contracted Amount: _____	\$ 6,350.00
------------------------	-------------	--------------------------	-------------

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

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

Requesting approval to continue the maintenance contract with ESRI for our ArcGIS software. Annual maintenance allow for continued upgrades and support. ArcGIS is used for all our mapping projects as well as our 911 application.

Funds would come from Data Processing Fund #636.

**Suggested Recommendation:** I recommend that the Board of Commissioners approve the maintenance contract with ESRI in an amount not to exceed \$6,350.00; funds to come from Data Processing Fund #636.

Department Head Approval:  Digitally signed by Ron Plamondon  
 Date: 2021.06.30 10:26:57 -04'00' Date: 07/01/2021



Esri Inc  
380 New York Street  
Redlands CA 92373

## Subject: Renewal Quotation

**Date:** 06/21/2021  
**To:** Ron Plamondon  
**Organization:** County of Leelanau  
Information Technology  
**Fax #:** 231-256-0120 **Phone #:** 231-256-8105  
**From:** Reyna Hernandez  
**Fax #:** **Phone #:** 909-793-2853 Ext. 3864  
**Email:** rhernandez@esri.com

Number of pages transmitted  
(including this cover sheet): 5

Quotation #26025055  
Document Date: 06/21/2021

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



**esri**<sup>®</sup> 380 New York Street  
 Redlands, CA 92373  
 Phone: 909-793-28533864

# Quotation

**Date:** 06/21/2021

**Quotation Number:**26025055

**Contract Number:**318946

**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.  
 380 New York Street  
 Redlands, CA 92373-8100  
 Attn: Reyna Hernandez

**Please include the following remittance address on your Purchase Order:**

Environmental Systems Research Institute, Inc.  
 P.O. Box 741076  
 Los Angeles, CA 90074-1076

County of Leelanau  
 Information Technology  
 8527 E Government Center Dr Ste 101  
 Suttons Bay MI 49682-9742  
**Attn:** Ron Plamondon

**Customer Number:**268872

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 09/20/2021 End Date: 09/19/2022	3,000.00	3,000.00
1010	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 09/20/2021 End Date: 09/19/2022	700.00	700.00
2010	1	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 09/20/2021 End Date: 09/19/2022	500.00	500.00
3010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 09/20/2021 End Date: 09/19/2022	500.00	500.00
4010	1	87192	400.00	400.00

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**Issued By:**Reyna Hernandez **Ext:** 3864

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.





**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28533864

# Quotation

Page 2

**Date:** 06/21/2021

**Quotation Number:**26025055

**Contract Number:**318946

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 09/20/2021 End Date: 09/19/2022		
5010	1	161322 ArcGIS Enterprise Workgroup Standard Up to Two Cores Maintenance Start Date: 09/20/2021 End Date: 09/19/2022	1,250.00	1,250.00
			<b>Item Subtotal</b>	6,350.00
			<b>Estimated Tax</b>	0.00
			<b>Total</b>	<b>USD 6,350.00</b>

**DUNS/CEC: 06-313-4175 CAGE: 0AMS3**



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28533864

# Quotation

Page 3

**Date:** 06/21/2021

**Quotation Number:**26025055

**Contract Number:**318946

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

### Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
  - Credit Card
  - Purchase Order
  - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
  - Fax: 909-307-3083
  - Email: [service@esri.com](mailto:service@esri.com)

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at [http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full .pdf](http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf) apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

[CSBATCHDOM]



# EXECUTIVE DOCUMENT SUMMARY

Department: Information Technology Contact Person: <u>Ron Plamondon</u> Telephone No.: _____	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  07/13/2021
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>Netlink Business Solutions</u>  Address/ Phone: 6005 E. Traverse Hwy. Traverse City, MI 49684 231-946-8808
<input checked="" type="checkbox"/> Quotation  <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>645-970.000</u>	

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 4,346.00
------------------------	---------	--------------------------	-------------

Document Description	
<input checked="" type="checkbox"/> Capital Purchase	<input type="checkbox"/> Other _____

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

Requesting approval to purchase a new multifunction color copier to replace aging unit in the Equalization Department office. The equipment is a hand-me-down from another department and is in need of replacement.

The recommended replacement copier would be purchased from Netlink Business Solutions, which is our current vendor for all our other copiers and who we currently have a maintenance contract with. A color copier would be beneficial due to the volume of color copies mainly from the mapping requests.

Funds for the replacements would come from Copier Fund #645, as is with all other copiers, along with a transfer in from the General Fund.

**Suggested Recommendation:** I recommend that the Board of Commissioners approve the quote from Netlink Business Solutions for the purchase of a Sharp MX-3051 copiers, in an amount not to exceed \$4,346.00, with funds to come from Duplicating Fund #645, and 000.000.970.000.

Department Head Approval:  Digitally signed by Ron Plamondon  
 Date: 2021.06.30 10:26:57 -04'00' Date: 07/01/2021



6005 E. Traverse Highway  
 Traverse City, MI 49684  
 (231) 946 8808

## Leelanau County Equalization

### COLOR Digital Multifunction Copier / Printer / Scanner (NEW)

- ◆ Copy / Print / Scan up to 11 x 17" paper size
- ◆ NIC card for Network Printing included
- ◆ **Network Scanning Included (Email, Network Folder, FTP)**
- ◆ **NIC card with Network Printing and Scanning**
- ◆ **Facsimile Kit**
- ◆ Status Monitor lets you monitor printer activities
- ◆ Toner Save mode
- ◆ Handles special print media including OHP transparencies, heavy stock and envelopes
- ◆ Compatible with PCL6 (standard) and PostScript available

MODEL NUMBER	DESCRIPTION		Gov
<b>MX-2651</b>	<b>26 PPM Networked Digital Copier / Printer / Fax with 500 x 500 x 100 Sheet Paper Supply, 100 sheet Bypass, Document Feeder.</b>		\$3,292
<b>MX-3051</b>	<b>30 PPM Networked Digital Copier / Printer / Fax with 500 x 500 x 100 Sheet Paper Supply, 100 sheet Bypass, Document Feeder.</b>		\$3,899

#### Duplex Options

	Duplex Module with Multi-sheet Bypass Tray		Included
--	--	--	----------

	<b>Document Feeder</b>		Included
--	------------------------	--	----------

#### Options

	Add 2,100 Sheet paper supply Sheet Paper Supply		\$447.00
	<b>DATA SECURITY KIT</b>		<b>INCLUDED</b>

#### Supply & Service Maintenance Agreement:

Black & White copy / prints                      \$0.0095 per copy  
 Color copy / prints                                      \$0.05 per copy  
 Includes all toners, drums, developers, parts and labor (Everything but paper)  
 Color toner included

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Prosecuting Attorney</u> <input type="checkbox"/> Contact Person: <u>Joseph T. Hubbell</u> Telephone No.: <u>231-256-9872</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>07/13/2021</u> <input checked="" type="checkbox"/> Regular Session: <u>07/20/2021</u>
<b>Source Selection Method</b>	VENDOR: <u>MDHHS- Div. of Victim Services</u> Address/ <u>235 S. Grand Ave., Ste. 113</u> <u>P.O. Box 30037</u> Phone: <u>Lansing, MI 48909</u> <u>517-241-5275</u>
<input checked="" type="checkbox"/> State Contract <input type="checkbox"/> <input type="checkbox"/> Other: _____ Account Number _____ (Funds to come from): _____	

Budgeted Amount: _____	Contracted Amount: <b>\$ 39,921.00</b>
------------------------	--

Document Description	
<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Other <u>Grant funding agreement</u>

Request to Waive Board Policy on Bid Requirements

Grant year is 10/1/21 through 9/30/22 and will be part of the 2022 budget.  
 To provide services to Crime Victims in accordance with the Victim Rights Act, P.A. 87 of 1985

**Suggested Recommendation:** To recommend approval for the County Prosecutor to renew the Victims' Rights grant with the State of Michigan (MDHHS) in the amount of \$39,921.00 for the period of October 1, 2021 through September 30, 2022, and authorize the County Clerk to continue as the authorized official in the E-grams System, as previously agreed upon by the Board.

Department Head Approval: *Joseph T. Hubbell* Date: 6-25-2021

**Victim Rights Prosecutor-2022**  
**Facesheet**

FOR OFFICE USE ONLY:	Version # _____	APP # _____
----------------------	-----------------	-------------

**1. Demographic Information**

- a. Demographic Information Name            Leelanau County Prosecuting Attorney
- b. Organizational Unit
- c. Address                                        8527 E. Government Center Dr.
- d. Address 2                                      Suite 202
- e. City    Suttons Bay                      State MI            Zip 49682-9743
- f. Federal ID Number                        46-1385335                      Reference No.            078291342
- g. Demographic Information fiscal year (beginning month and day)    October-21
- h. Agency Type
  - Private, Non-Profit
  - Public

1. Select the appropriate radio button to indicate the agency method of accounting.

- Accrual
- Cash
- Modified Accrual

**2. Program / Service Information**

- a. Program / Service Information Name    Victim Rights Prosecutor-2022
- b. Is implementing agency same as Demographic Information                       Yes     No
- c. Implementing Agency Name
- d. Project Start Date                        Oct-01-2021                      End Date            Sep-30-2022
- e. Amount of Funds Allocated              \$39,921.00                      Project Cost        \$39,921.00

FOR OFFICE USE ONLY: Version # \_\_\_\_\_ APP # \_\_\_\_\_

**3. Certification / Contacts Information**

**a. Project Director**

Name Joseph Hubbell  
Title  
Mailing Address 8527 E. Government Center Dr.  
City Sutton Bay State MI Zip 49682-9743  
Telephone (231) 256-9872 - 170 Fax (231) 256-0133 -  
170  
E-mail Address jhubbell@leelanau.gov

**b. Project Director**

Name Laurie LaCross  
Title  
Mailing Address 8527 E. Government Center Dr.  
City Sutton Bay State MI Zip 49682-9743  
Telephone (231) 256-9872 Fax (231) 256-0133  
E-mail Address llacross@co.leelanau.gov

**c. Authorized Official**

Name Michelle Crocker  
Title  
Mailing Address 8527 E. Government Center Dr.  
City Sutton Bay State MI Zip 49682-9743  
Telephone (231) 256-9824 Fax  
E-mail Address mcrocker@leelanau.gov

**d. Financial Officer**

Name John Gallagher  
Title  
Mailing Address 8527 E. Govt. Center Drive, Suite 2  
City Suttons Bay State MI Zip 49682-9743  
Telephone (231) 256-9838 Fax  
E-mail Address jgallagher@leelanau.gov



## Certifications

FOR OFFICE USE ONLY:	Version # _____	APP # _____
----------------------	-----------------	-------------

### 4. Assurances and Certifications

#### A. SPECIAL CERTIFICATIONS

- a.  By checking this box, the individual or officer certifies that the individual or officer is authorized to approve this grant application for submission to the Department of Health and Human Services on behalf of the responsible governing board, official or Grantee.
- b.  By checking this box, the individual or officer certifies that the individual or officer is authorized to sign the agreement on behalf of the responsible governing board, official or Grantee.

#### B. State of Michigan Information Technology Information Security Policy

1. By checking the following boxes, the Grantee acknowledges compliance with State of Michigan Information Technology Information Security Policy\* and provides the following assurances:
- a.  The Grantee Project Director will be notified within 24 hours when its users are terminated or transferred or immediately if after an unfriendly separation.
- b.  The Grantee Project Director will annually review and certify user accounts to verify the user's access is still required and the user is assigned the appropriate permissions.
- c.  The Grantee Project Director will remove user's access within 48 hours of notification when users are terminated or transferred, or immediately if after an unfriendly separation.
- d.  After 120 days of inactivity, when the user attempts to log into their account they will receive a message stating their account has been deactivated, and the user will have to request the account be reinstated.

\*Policy available at [https://www.michigan.gov/documents/dmb/1340\\_193162\\_7.pdf](https://www.michigan.gov/documents/dmb/1340_193162_7.pdf)

## Narrative

FOR OFFICE USE ONLY:

Version # \_\_\_\_\_

APP # \_\_\_\_\_

### 5. Program Synopsis

Under the supervision of the Prosecuting Attorney, the Crime Victims' Assistance Advocacy Program is designed to ensure that AL victims' and survivors of crime involved in the criminal justice system receive the benefit of all community services that are necessary and/or available for them to regain their physical and emotional well-being, by means of a comprehensive intervention and advocacy program. The Crime Victims' Rights Coordinator/Advocate works under the general direction of the County Prosecutor and performs all of the mandated requirements outlined in the William VanRegenmorter Crime Victims' Rights Act of 1985, and performs advocate duties within the criminal justice system.

### 6. Program Target Area

#### Counties

Counties project will serve (check all that apply):

- |   |                                       |  |
|---|---------------------------------------|--|
| <input type="checkbox"/> Alcona         | <input type="checkbox"/> Alger        | <input type="checkbox"/> Allegan             |
| <input type="checkbox"/> Alpena         | <input type="checkbox"/> Antrim       | <input type="checkbox"/> Arenac              |
| <input type="checkbox"/> Baraga         | <input type="checkbox"/> Barry        | <input type="checkbox"/> Bay                 |
| <input type="checkbox"/> Benzie         | <input type="checkbox"/> Berrien      | <input type="checkbox"/> Branch              |
| <input type="checkbox"/> Calhoun        | <input type="checkbox"/> Cass         | <input type="checkbox"/> Charlevoix          |
| <input type="checkbox"/> Cheboygan      | <input type="checkbox"/> Chippewa     | <input type="checkbox"/> Clare               |
| <input type="checkbox"/> Clinton        | <input type="checkbox"/> Crawford     | <input type="checkbox"/> Delta               |
| <input type="checkbox"/> Dickinson      | <input type="checkbox"/> Eaton        | <input type="checkbox"/> Emmet               |
| <input type="checkbox"/> Genesee        | <input type="checkbox"/> Gladwin      | <input type="checkbox"/> Gogebic             |
| <input type="checkbox"/> Grand Traverse | <input type="checkbox"/> Gratiot      | <input type="checkbox"/> Hillsdale           |
| <input type="checkbox"/> Houghton       | <input type="checkbox"/> Huron        | <input type="checkbox"/> Ingham              |
| <input type="checkbox"/> Ionia          | <input type="checkbox"/> Iosco        | <input type="checkbox"/> Iron                |
| <input type="checkbox"/> Isabella       | <input type="checkbox"/> Jackson      | <input type="checkbox"/> Kalamazoo           |
| <input type="checkbox"/> Kalkaska       | <input type="checkbox"/> Kent         | <input type="checkbox"/> Keweenaw            |
| <input type="checkbox"/> Lake           | <input type="checkbox"/> Lapeer       | <input checked="" type="checkbox"/> Leelanau |
| <input type="checkbox"/> Lenawee        | <input type="checkbox"/> Livingston   | <input type="checkbox"/> Luce                |
| <input type="checkbox"/> Mackinac       | <input type="checkbox"/> Macomb       | <input type="checkbox"/> Manistee            |
| <input type="checkbox"/> Marquette      | <input type="checkbox"/> Mason        | <input type="checkbox"/> Mecosta             |
| <input type="checkbox"/> Menominee      | <input type="checkbox"/> Midland      | <input type="checkbox"/> Missaukee           |
| <input type="checkbox"/> Monroe         | <input type="checkbox"/> Montcalm     | <input type="checkbox"/> Montmorency         |
| <input type="checkbox"/> Muskegon       | <input type="checkbox"/> Newaygo      | <input type="checkbox"/> Oakland             |
| <input type="checkbox"/> Oceana         | <input type="checkbox"/> Ogemaw       | <input type="checkbox"/> Ontonagon           |
| <input type="checkbox"/> Osceola        | <input type="checkbox"/> Oscoda       | <input type="checkbox"/> Otsego              |
| <input type="checkbox"/> Ottawa         | <input type="checkbox"/> Presque Isle | <input type="checkbox"/> Roscommon           |
| <input type="checkbox"/> Saginaw        | <input type="checkbox"/> St. Clair    | <input type="checkbox"/> St. Joseph          |
| <input type="checkbox"/> Sanilac        | <input type="checkbox"/> Schoolcraft  | <input type="checkbox"/> Shiawassee          |

Tuscola

Van Buren

Washtenaw

Wayne

Wexford

Out Wayne

**U.S. Congressional, State and House Districts**

U.S. Congressional Districts

US Congress District 4

State Senate District

State Senate District 35

State House Districts

State House District 101

**7. Mission Statement**

The Crime Victims' Assistance Advocacy Program's mission is to ensure that all victims and survivors of crime receive proper notification and ability to exercise their rights as entitled under the William VanRegenmorter Crime Victim Rights Act of 1985.

**8. Project Resources**

**Provide a general description of staff needed to implement Victims Rights in your county. Identify the most critical activities that you perform when providing victim rights.**

Currently Leelanau County has a little less than .8fts funding through the MDHHS Victim's Rights contract. The Crime Victims' Rights Coordinator/Advocate provides direct services to all crime victims and/or survivors or crime including crisis intervention and advocacy support. The Coordinator/Advocate keeps victims and/or survivors informed of their rights and obligations; provides information on the status of an investigation or court case, including plea negotiations; keeps victims and/or survivors apprised of scheduled court proceedings, as to dates, times and places of any court hearings; assistance with court preparation by explaining court process, support during court hearings; offer a safe and private area while waiting to testify; assistance in property release and assistance in establishing restitution; assist in Crime Victim Compensation Application; assist with Victim Impact statements and prepare all correspondences in accordance with the William VanRegenmorter Crime Victim Rights Act of 1985.

**If you utilize the services of volunteers in the provision of Victim Rights, please explain how this is accomplished.**

**9. Michigan Victim Information and Notification Everyday (MI-VINE)**

Does your agency participate in MI-VINE?

Yes  No

Provide the number of victims registered to use MI-VINE in your county for court events during the past calendar year.

2

To obtain statistics for number of Victims Registered with MI-VINE visit the website <https://www.vinewatch.com/vinewatch/>

**Please describe your programs efforts to utilize MI-VINE.**

Provide brochures and tear off sheets, and offer assistance to sign up upon request.

**10. Community Coordination**

**1. Community Coordination Activity 1 - Describe any community activities, projects, or coordination councils that**

---

**your office is involved in to promote Victim Rights and services.**

Catholic Charities of NW Michigan – Partner together to facilitate Parenting Journey groups. The Parenting Journey Part I: This 12-session, introductory curriculum is designed to help parents increase their self-care practices, raise awareness of past and present factors that influence their parenting styles, enhance their parenting skills, and utilize their strengths to support their children and to build nurturing family relationships. The Parenting Journey program model focuses on adult development and the emotional understanding of what it means to be a parent, thus filling a void created by traditional parenting classes which often focus on child development and disciplinary techniques.

**2. Community Coordination Activity 2 - Describe any community activities, projects, or coordination councils that your office is involved in to promote Victim Rights and services.**

Leelanau County Trauma Support for Children and Adolescents – Working with schools to provide them training on being trauma informed and use of trauma-based practices when working with students and their families. Provide “Trauma 101 & 102” in-services for teachers and staff. Provide direct care support for schools. Working on educating community to be “trauma Informed”. Community viewing of “Resiliency” and panel discussion.

45th Parallel Resilience Network (ACES) - The guiding principle is that is believed that resilient community's value and empower all toward love, healing and prosperity for all and to nurture resilience in the lives of individuals, families and communities through a string network of organizations using trauma-informed principles and practices across all sectors of our communities.

**3. Community Coordination Activity 3 - Describe any community activities, projects, or coordination councils that your office is involved in to promote Victim Rights and services.**

Traverse Bay Area Children's' Advocacy Center – participates on committees to provide prevention education as to child sexual abuse. Work with center when child is interviewed from Leelanau County.

Safe Schools initiative and School Justice Partnership. These are violence prevention and truancy intervention groups. Brings resources and materials to local schools and offer presentations.

Canine Companions for Independence and Courthouse Dogs Foundation – Facility dog support and education for canines used in the courtroom for child and vulnerable adult victims of crime, as well as witnesses. Development of community “Facility Dog” presentations to education community and service agencies. Continued support on scientific research and practices when using a Facility Dog.

## Work Plan

FOR OFFICE USE ONLY:      Version # \_\_\_\_\_      APP # \_\_\_\_\_

### 11. Work Plan

- Objective :** Provide notices to crime victims as defined in the William VanRegenmorter Crime Victim Rights Act of 1985
- Activity :** : Provide specific information to each victim as mandated in MCL 780.756
- Responsible Staff :** Crime Victims Rights Advocate
- Date Range :** 10/01/2021 - 09/30/2022
- Expected Outcome :** 100 % of victims will receive information under this section within 7 days of the defendant's arraignment
- Measurement :** ACT/JCT or comparable system
- 
- Activity :** Provide specific information to each victim as mandated in MCL 780.786
- Responsible Staff :** Crime Victims Rights Advocate
- Date Range :** 10/01/2021 - 09/30/2022
- Expected Outcome :** 100 % of requesting victims will receive information under this section within 72 hours after filing a juvenile petition.
- Measurement :** ACT/JCT or comparable system
- 
- Activity :** Provide specific information to each victim as mandated in MCL 780.816
- Responsible Staff :** Crime Victims Rights Advocate
- Date Range :** 10/01/2021 - 09/30/2022
- Expected Outcome :** 100 % of requesting victims will receive information under this section within 48 hours after arraignment/plea.
- Measurement :** ACT/JCT or comparable system
- 
- Activity :** Inform the victim of defendant's conviction and the victim's right to make a written or oral Victim Impact Statement pursuant to 780.763, 780.765, 780.792, 780.793, 780.823, 780.825
- Responsible Staff :** Crime Victims Rights Advocate
- Date Range :** 10/01/2021 - 09/30/2022
- Expected Outcome :** 100 % of requesting victims will receive notice of this right.
- Measurement :** ACT/JCT or comparable system
- 
- Activity :** Provide the victim with an applicable post-conviction notice form pursuant to MCL 780.763a(1), 780.791a, 780.828a
- Responsible Staff :** Crime Victims Rights Advocate
- Date Range :** 10/01/2021 - 09/30/2022
- Expected Outcome :** 100 % of requesting victims will receive information
- Measurement :** ACT/JCT or comparable system
- 
- Activity :** Inform the victim of their right receive notice of appeal pursuant to MCL 780.768a
- Responsible Staff :** Crime Victims Rights Advocate
- Date Range :** 10/01/2021 - 09/30/2022
- Expected Outcome :** 100 % of requesting victims will receive notice of their right to be informed of an appeal.
- Measurement :** ACT/JCT or comparable system
- 
- Objective :** Advocate will provide victim advocacy services from a systems-based perspective
- Activity :** Victim advocate(s) will provide courtroom accompaniment when requested by the victim.
- Responsible Staff :** Crime Victims Rights Advocate
- Date Range :** 10/01/2021 - 09/30/2022

---

<b>Expected Outcome :</b>	100% of victims requesting courtroom accompaniment will receive this advocacy service
<b>Measurement :</b>	Spreadsheet or comparable system
<b>Activity :</b>	Use of Facility dog, Gunther with children and vulnerable adults within the courtroom and meetings.
<b>Responsible Staff :</b>	Crime Victims Rights Advocate
<b>Date Range :</b>	10/01/2021 - 09/30/2022
<b>Expected Outcome :</b>	: Decrease stress of VI to help them answer questions in court proceedings, emotional support for all in need
<b>Measurement :</b>	Spreadsheet or comparable system
<b>Objective :</b>	Victim Advocates will obtain continuing education hours to increase individual expertise in field of victim advocacy
<b>Activity :</b>	Attend Division of Victim Services sponsored conferences and webinars
<b>Responsible Staff :</b>	Crime Victims Rights Advocate
<b>Date Range :</b>	10/01/2021 - 09/30/2022
<b>Expected Outcome :</b>	100% of partially-funded staff funded under this grant agreement will have achieved eight continuing education hours by the end of the grant year.
<b>Measurement :</b>	Training log or Certificate of Attendance
<b>Objective :</b>	Grantee will comply with reporting requirements of the grant agreement
<b>Activity :</b>	Ensure all quarterly reports are complete and submitted in a timely manner.
<b>Responsible Staff :</b>	Crime Victims Rights Advocate
<b>Date Range :</b>	10/01/2021 - 09/30/2022
<b>Expected Outcome :</b>	Quarterly grant reports will be submitted prior to the deadline
<b>Measurement :</b>	Spreadsheet or comparable system.

Budget Detail for Victim Rights Prosecutor-2022  
 Agency: Leelanau County Prosecuting Attorney  
 Application: Victim Rights Prosecutor-2022

6/24/2021

**Budget**

FOR OFFICE USE ONLY:		Version # _____		APP # _____			
Line Item	Qty	Rate	Units	UOM	Total	Amount	
<b>DIRECT EXPENSES</b>							
<b>Program Expenses</b>							
<b>1 Salary &amp; Wages</b>							
Advocate	1456.0000	25.520	0.000		37,157.00	37,157.00	
<b>2 Fringe Benefits</b>							
Composite Rate	0.0000	2.000	37157.000		743.00	743.00	
<b>3 Travel</b>							
<b>4 Supplies &amp; Materials</b>							
Educational Supplies	0.0000	0.000	0.000		120.00	120.00	
<b>5 Contractual</b>							
<b>6 Subawards – Subrecipient Services</b>							
<b>7 Equipment</b>							
<b>8 Other Expense</b>							
Ancillary Direct Victim Needs	0.0000	0.000	0.000		1,901.00	1,901.00	
<b>Total Program Expenses</b>					<b>39,921.00</b>	<b>39,921.00</b>	
<b>TOTAL DIRECT EXPENSES</b>					<b>39,921.00</b>	<b>39,921.00</b>	
<b>INDIRECT EXPENSES</b>							
<b>Indirect Costs</b>							

Budget Detail for Victim Rights Prosecutor-2022  
 Agency: Leelanau County Prosecuting Attorney  
 Application: Victim Rights Prosecutor-2022

6/24/2021

	Line Item	Qty	Rate	Units	UOM	Total	Amount
1	Indirect Costs						
2	Cost Allocation Plan						
<b>Total Indirect Costs</b>						0.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>						0.00	0.00
<b>TOTAL EXPENDITURES</b>						<b>39,921.00</b>	<b>39,921.00</b>



Budget Summary for Victim Rights Prosecutor-2022  
 Agency: Leelanau County Prosecuting Attorney  
 Application: Victim Rights Prosecutor-2022

6/24/2021

	Category	Total	Amount	Narrative
<b>DIRECT EXPENSES</b>				
<b>Program Expenses</b>				
1	Salary & Wages	37,157.00	37,157.00	
2	Fringe Benefits	743.00	743.00	
3	Travel	0.00	0.00	
4	Supplies & Materials	120.00	120.00	
5	Contractual	0.00	0.00	
6	Subawards – Subrecipient Services	0.00	0.00	
7	Equipment	0.00	0.00	
8	Other Expense	1,901.00	1,901.00	
<b>Total Program Expenses</b>		<b>39,921.00</b>	<b>39,921.00</b>	
<b>TOTAL DIRECT EXPENSES</b>		<b>39,921.00</b>	<b>39,921.00</b>	
<b>INDIRECT EXPENSES</b>				
<b>Indirect Costs</b>				
1	Indirect Costs	0.00	0.00	
2	Cost Allocation Plan	0.00	0.00	
<b>Total Indirect Costs</b>		<b>0.00</b>	<b>0.00</b>	
<b>TOTAL INDIRECT EXPENSES</b>		<b>0.00</b>	<b>0.00</b>	
<b>TOTAL EXPENDITURES</b>		<b>39,921.00</b>	<b>39,921.00</b>	

Source of Funds

Budget Summary for Victim Rights Prosecutor-2022  
 Agency: Leelanau County Prosecuting Attorney  
 Application: Victim Rights Prosecutor-2022

6/24/2021

	Category	Total	Amount	Cash	Inkind	Narrative
<b>1</b>	<b>Source of Funds</b>					
	Fees and Collections	0.00	0.00	0.00	0.00	
	State Agreement	39,921.00	39,921.00	0.00	0.00	
	Local	0.00	0.00	0.00	0.00	
	Federal	0.00	0.00	0.00	0.00	
	Other	0.00	0.00	0.00	0.00	
	<b>Total Source of Funds</b>	<b>39,921.00</b>	<b>39,921.00</b>	<b>0.00</b>	<b>0.00</b>	
	<b>Totals</b>	<b>39,921.00</b>	<b>39,921.00</b>	<b>0.00</b>	<b>0.00</b>	

---

**Miscellaneous**

FOR OFFICE USE ONLY:      Version # _____      APP # _____
--

**15. Supporting documentation, if required**

Attachment Title	Attachment

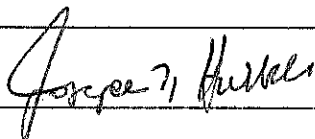
# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Prosecuting Attorney</u> Contact Person: <u>Joseph Hubbell</u> Telephone No.: <u>231-256-9872</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>07/13/2021</u> <input type="checkbox"/> Regular Session: <u>07/20/2021</u>
<b>Source Selection Method</b>	VENDOR: <u>MDHHS</u> Address/ Phone: <u>P O Box 30037, Lansing, MI 48909</u> <u>517-241-5795</u>
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>MDHHS Contract</u> Account Number (Funds to come from): <u>MA200000001858</u>	

Budgeted Amount: _____	Contracted Amount: <u>\$ 130,000.00</u>
------------------------	---

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

<input checked="" type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>	
<p>Description: MDHHS Contract Amendment Number 3 to Title IV E Reimbursement Agreement (2016-2021) 5 year contract - October 1, 2016 through September 30, 2021 to reimburse the county for Abuse and Neglect cases.</p> <p>Amendment Description - One year option extends contract from September 30, 2021 to September 30, 2022 and increases the contract by \$15,000 to \$130,000.</p> <p>Nature of Change:                      Effective upon MDHHS signature, this amendment exercises an option year, increases the total contract value and replaces section 2.5 Services to be Delivered.</p> <p>Amendment No. 3 is attached.</p>	
<p><b>Suggested Recommendation:</b></p>	<p>Recommend to the Board of Commissioners to approve Amendment No. 3 to the contract between Leelanau County and MDHHS extending the contract to September 30, 2022, increase the contract by \$15,000 and replace section 2.5 Services to be Delivered.</p>

Department Head Approval:  Date: 07/01/2021

CONTRACT NUMBER: MA200000001858

AMENDMENT NUMBER: 3

Between

THE STATE OF MICHIGAN  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

And

CONTRACTOR	County of Leelanau Prosecuting Attorney
CONTRACTOR ADDRESS	8527 E Government Court Drive, Suite 202, Suttons Bay, MI 49682
CONTRACTOR EMAIL	jhubbell@leelanau.gov

STATE CONTACT	NAME	EMAIL
Contract Administrator	Kathy Kerr Carpenter	kerrcarpenterk1@michigan.gov
BGP Analyst	Mae Johnson	johnsonm65@michigan.gov

CONTRACT SUMMARY			
SERVICE DESCRIPTION	Legal Representation-Prosecuting Attorney Foster Care		
GEOGRAPHIC AREA	Leelanau County		
INITIAL EFFECTIVE DATE	October 1, 2016	CURRENT EXPIRATION DATE	September 30, 2021
CURRENT CONTRACT VALUE	\$115,000.00		
CONTRACT TYPE	Unit Rate		

AMENDMENT DESCRIPTION				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	NEW EXPIRATION DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		September 30, 2022
AMENDMENT AMOUNT		ESTIMATED REVISED AGGREGATE CONTRACT VALUE		
\$15,000.00	<input checked="" type="checkbox"/> INCREASE <input type="checkbox"/> DECREASE	\$130,000.00		
NATURE OF CHANGE	Effective upon MDHHS signature, this amendment exercises an option year, increases the total contract value and replaces section 2.5 Services to be Delivered.			

The undersigned have the lawful authority to bind the Contractor and the Michigan Department of Health and Human Services (MDHHS) to the terms set forth in this Contract.

FOR THE CONTRACTOR:

County of Leelanau Prosecuting Attorney  
Contractor

Signature of Director or Authorized Designee

Print Name

Date

FOR THE STATE:

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN  
SERVICES

Signature of Director or Authorized Designee

Terri Smith  
Director, Purchasing Division  
Print Name

Date

Contract Number: MA200000001858  
Amendment Number: 3

**STATE OF MICHIGAN  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

WHEREAS, the Michigan Department of Health and Human Services (hereinafter referred to as "MDHHS") entered into a Contract effective October 1, 2016, with County of Leelanau Prosecuting Attorney (hereinafter referred to as "Contractor"), having a mailing address of 8527 E Government Court Drive, Suite 202, Suttons Bay, MI 49682, for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to MDHHS and to the Contractor to amend the aforesaid Contract.

THEREFORE, in consideration of the promises and mutual covenants hereinabove and hereinafter contained, the parties hereto agree to the following amendment of said Contract. This amendment will be attached to the Contract, said Contract being hereby reaffirmed and made a part hereof.

**Article I**

This amendment will be effective on the date of MDHHS signature.

**Article II**

MDHHS will exercise the first of two, one-year options to renew. Therefore, the end date of the Contract will be changed from September 30, 2021 to September 30, 2022.

**Article III**

The maximum dollar amount of the Contract will be increased by \$15,000.00 from \$115,000.00 to \$130,000.00 for the period October 1, 2016, through September 30, 2022.

The existing Schedule B Pricing Matrix will be deleted and replaced with the attached Schedule B Pricing Matrix.

**Article IV**

In Section 2., CONTRACTOR RESPONSIBILITIES, Item 2.5, Services to be Delivered, will be deleted and replaced with:

2.5. Services to be Delivered

Service #1 of 1: Legal Representation

a. Activities the Contractor shall perform:

The Contractor shall:

- 1) Provide legal representation to MDHHS and/or designee in court proceedings regarding the abuse/neglect of children. Notify MDHHS in the event that legal representation is not agreed upon, as described below in Service #1 of 1, 5).
- 2) Advise MDHHS staff and/or designee, when requested and within statutory time frames, on the legal sufficiency of the petition, information, and proofs.
- 3) Provide legal representation to MDHHS and/or designee throughout the court process, including, if necessary, any appeals.
- 4) Meet with MDHHS staff and/or designee for the purpose of:
  - a) Advising with regard to present sufficiency of evidence necessary to proceed to court.
  - b) Reviewing proposed petition for legal and evidentiary sufficiency and proofs, with regard to the disposition sought, prior to filing.
  - c) Providing appropriate assistance as determined by MDHHS and the Contractor in preparing for all phases of the court hearing process (i.e., preliminary hearing, adjudication, dispositional, review and permanency/termination).
  - d) Determining the witnesses, exhibits, and other evidence necessary for all hearings.
  - e) Ensuring that all witnesses are subpoenaed.
  - f) Advising with regard to any follow-up preparations required for future hearings.
  - g) Providing legal representation for any negotiations which pertain to plea agreements or settlements.

Contract Number: MA200000001858  
Amendment Number: 3

- 5) In the event that the Contractor determines that it cannot represent or continue its representation of MDHHS due to a conflict or fundamental disagreement as to the manner to proceed in a given case, the Contractor shall provide notification of such information, on a case by case basis, forty-eight hours prior to court proceedings so that MDHHS may obtain alternate counsel. The Contractor shall support MDHHS to adjourn hearings pending new counsel.
- 6) Prepare, record, and maintain any/all documentation required for the provision of service to eligible clients.

b. Eligible activities:

1. Independent investigation of the facts of the case, including interacting with law enforcement
2. Meeting with clients
3. Attending case planning meetings
4. Providing legal interpretations
5. Preparing briefs, memos, and pleadings
6. Obtaining transcripts
7. Interviewing and preparing client and witnesses for hearings
8. Hearing presentation
9. Maintaining files
10. Supervising attorneys, paralegals, investigators, peer partners or social workers that support an attorney in providing independent legal representation to prepare for and participate in all stages of foster care legal proceedings
11. Filing child abuse and neglect petitions for candidates for foster care
12. Court fees to file a petition for a judicial determination required under Title IV-E



Contract Number: MA200000001858  
Amendment Number: 3

13. Appellate work in reference to foster care legal proceedings

c. Unit Definition:

Unit Definition: One unit equals one hour of the Prosecutor's and/or Assistant Prosecutor's time [exclusive of travel time] providing services to MDHHS staff or their designated agent as outlined above.

Contract Number: MA200000001858  
Amendment Number: 3

**State of Michigan**  
**Michigan Department of Health and Human Services**  
Legal Representation-Prosecuting Attorney Foster Care

**SCHEDULE B**  
**PRICING MATRIX**

MDHHS must make payments to the Contractor based upon the following rates per unit of service delivered as identified below:

<u>Unit Title</u>	<u>Rate</u>
Legal Representation	\$175.00/hour

Payments must not exceed the amounts allocated as identified below. Payments made above the allocated amounts identified will require an amendment to the contract.

<b>Contract Period</b>	<b>Contract Amount</b>
Begin date through September 30, 2022	\$130,000.00

- 1) Dollar amounts allocated for services are identified in the annual fiscal year Delivery Order (DO).
- 2) The annual fiscal year DO number must be included on all invoices sent to [MDHHS-CPU@michigan.gov](mailto:MDHHS-CPU@michigan.gov) in order to ensure prompt payment.

MDHHS will provide timely processing of all claims for expenditure reimbursement in accordance with state regulations implementing § 2, Public Act 279 of 1984. MDHHS shall complete its processing of payments to the Contractor within 45 calendar days after receipt of the Contractor's monthly EPR. Processing and payment may be delayed to the next available cycle for any EPR submitted after the due date.

MDHHS reserves the right to defer or disallow payment of any claim submitted by the Contractor for failure to document and provide any required paper or electronic records, statistics, or reports to MDHHS as required by this Contract. This includes documentation required by applicable state statutes or federal regulations, provided that such requests are within the capacity of the Contractor to obtain. MDHHS must provide the Contractor with 30 days notice of such an action as well as the Contractor's right to appeal that decision.

Monthly payment = Unit Rate x IV-E Penetration Rate x County Share @ 50%

The county reimbursement rate is determined by the federal IV-E administrative cost reimbursement rate (50%), multiplied by the percentage of IV-E eligible children in out-of-home care in the Contractor's county.

Contract Number: MA200000001858  
Amendment Number: 3

The penetration rate is defined as the percentage of IV-E eligible children in out-of-home care in the county served by the Contractor.

MDHHS calculates the penetration rate for each county on a monthly basis and develops an average quarterly penetration rate. The quarterly penetration rate shall be used in the calculation of payments.

Costs incurred outside of the term of this Contract shall not be eligible for reimbursement. The unit rate(s) established in this Contract shall remain fixed for the initial term of the Contract.



# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Maintenance</u> Contact Person: <u>Jerry Culman II</u> Telephone No.: <u>231-256-8160</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board Session 07/13/2021
<b>Source Selection Method</b> <input checked="" type="checkbox"/> Quotation <input type="checkbox"/> Other: _____ Account Number _____ (Funds to come from): _____	<b>VENDOR:</b> <u>Kennedy Industries</u> Address/ <u>4925 Holtz Dr</u> <u>Wixom, MI 48393</u> Phone: <u>248-684-1200</u>

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**

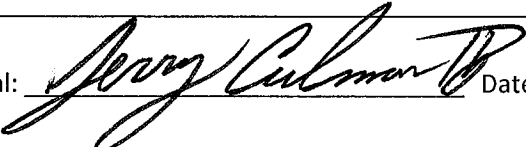
In April, one of the two Flygt submersible grinder pumps located within the Government Center Complex Wastewater Treatment Plant needed emergency repair/replacement. A recently purchased, new "backup" pump was installed and the broken pump was returned to Kennedy Industries to determine whether it could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

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

I am recommending the purchase of a new pump at a cost of \$8,995.00, then swapping it out for the remaining 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). It is critical to have at least one back-up pump on hand in the event of a failure.

**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: 06/11/2021

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](http://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](http://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.

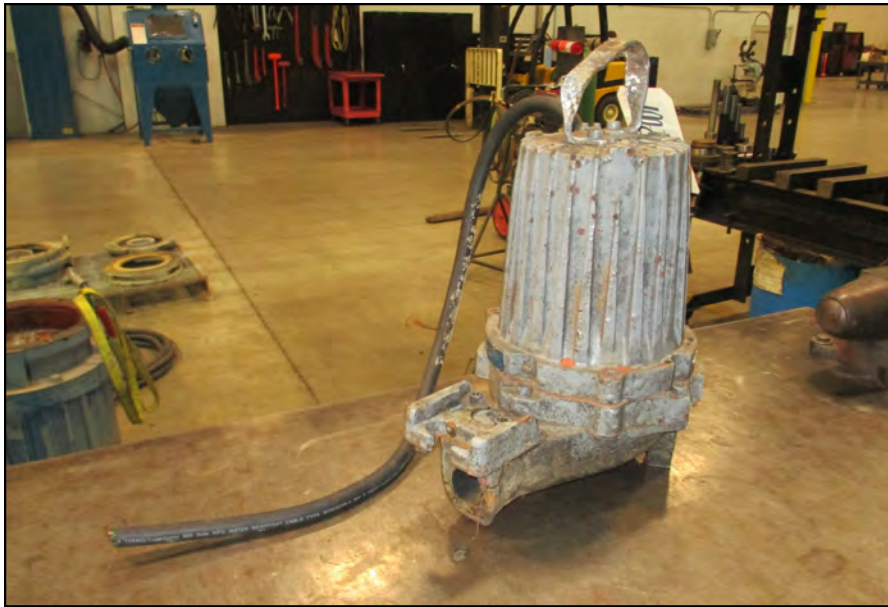
**CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE**  
**NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL**

**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.

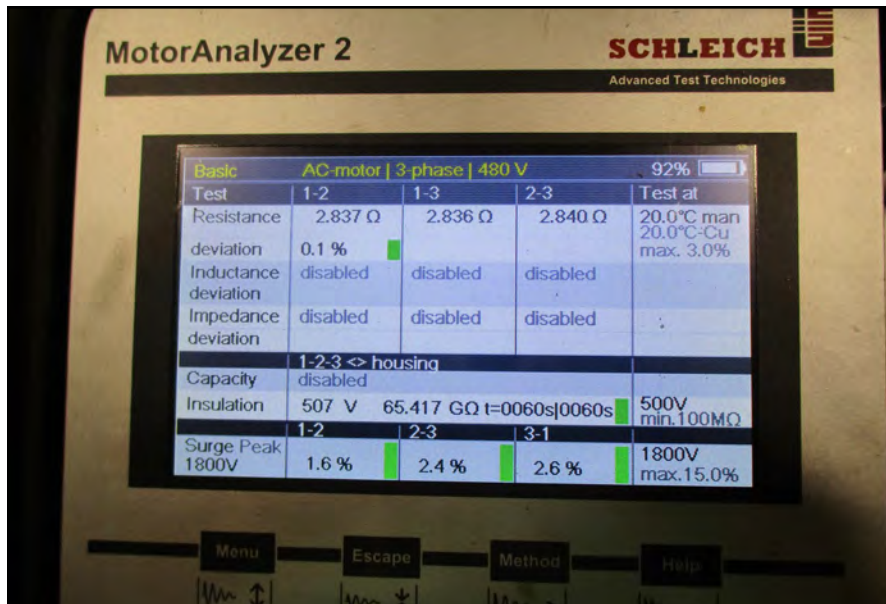


### ROTOR



- 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



- 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)

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Maintenance</u> Contact Person: <u>Jerry Culman II</u> Telephone No.: <u>231-256-8160</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session 07/13/2021
<b>Source Selection Method</b>	VENDOR: <u>Pete Leabo Construction</u>  Address/ Phone: <u>PO Box 729</u> <u>Suttons Bay, MI 49682</u>
<input checked="" type="checkbox"/> Bid  <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>470.970.000</u>	

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 43,389.00
------------------------	---------	--------------------------	--------------

### Document Description

Select One
  Other \_\_\_\_\_

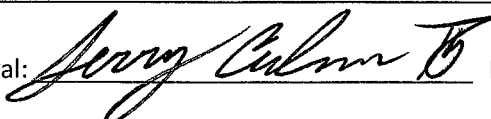
**Request to Waive Board Policy on Bid Requirements**

During its February 16, 2021, Regular Session, the County Board of Commissioners approved *"...an agreement between Leelanau County and Leabo Construction to explore and potentially replace deteriorated materials within the fascia on the front of the Government Center Entrance..."*.

Mr. Leabo found the existing pitch of the roof, coupled with the materials used in construction created the existing problems leading to leakage into the building and the fascia boards, which then caused rotting, mold growth, and a continual damp condition within the structure and the brick wall.

Subsequently, a scope of service was drafted, which was then incorporated into an RFP and was advertised, posted, with one sole bid received by the deadline (see attached).

**Suggested Recommendation:** I move to recommend that the Leelanau County Board of Commissioners accept the bid of \$43,389.00 from Pete Leabo Construction for the soffit repair to the Government Center front entrance; funds to come from #470.970.000.

Department Head Approval:  Date: 07/07/2021

# Leelanau County Maintenance Department

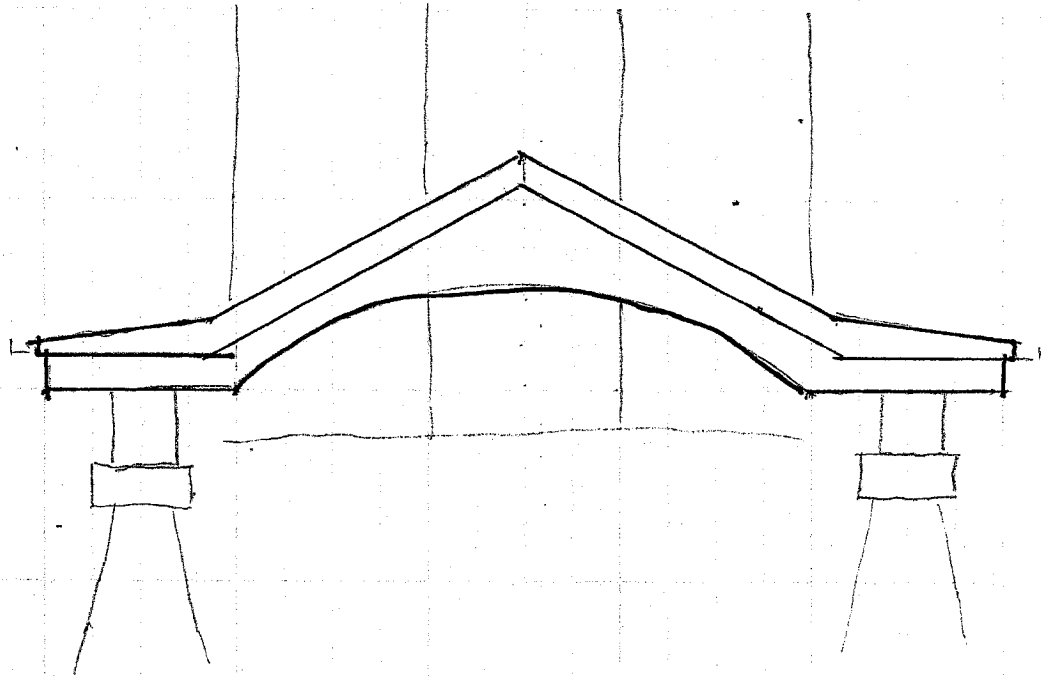
## Report on Government Center Entrance Issues

March 25, 2021

Leabo Construction was hired to investigate the damage to the soffit and leakage that was running from the fascia down along the walls within the front entrance of the Government Center.



OPTION (1)

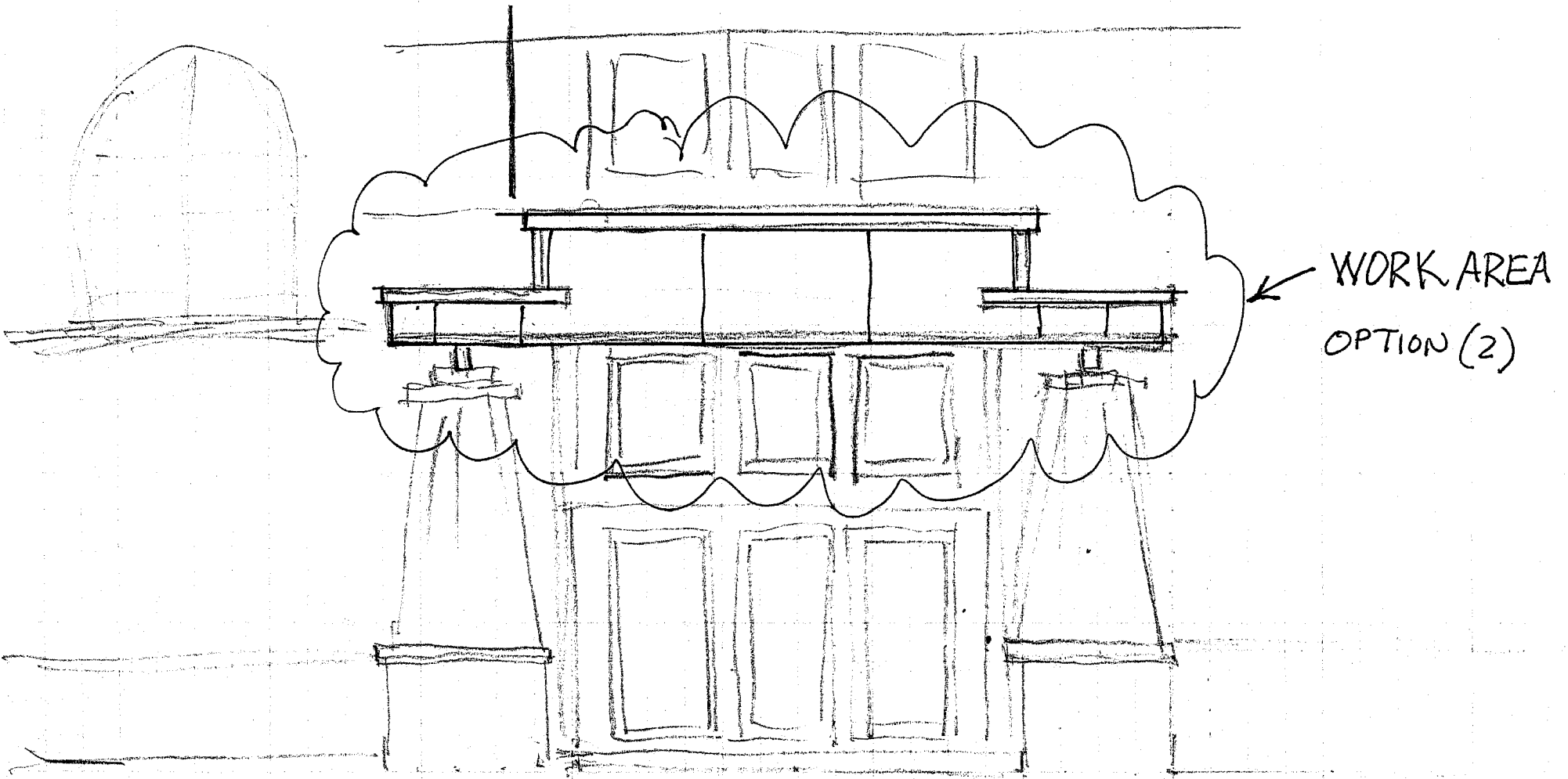


PROVIDE POSITIVE DRAINAGE

&

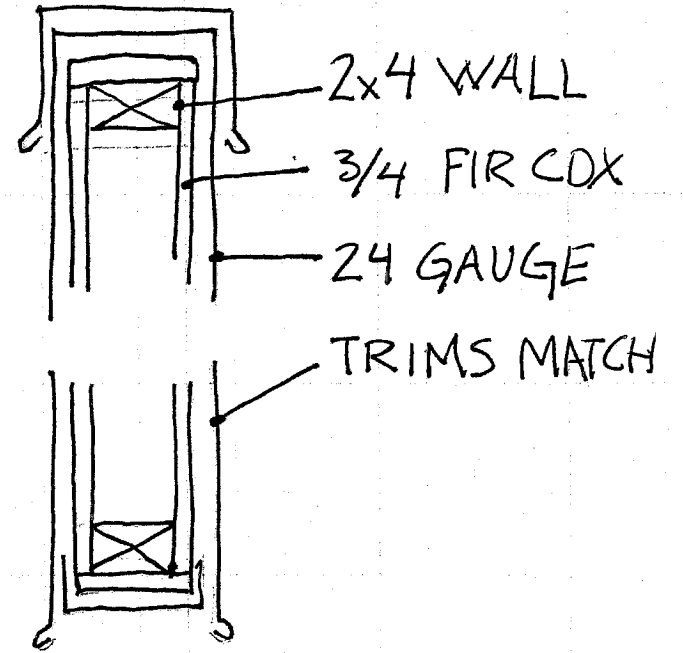
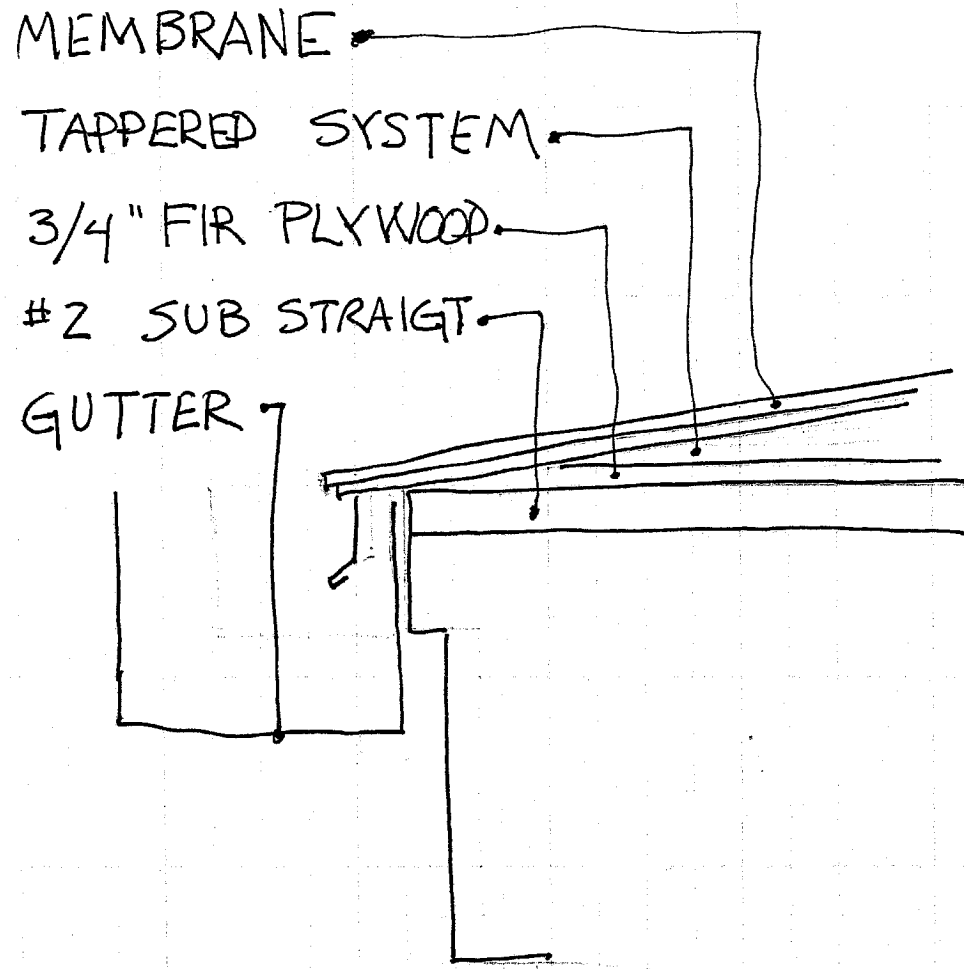
FRONT FASCIADE

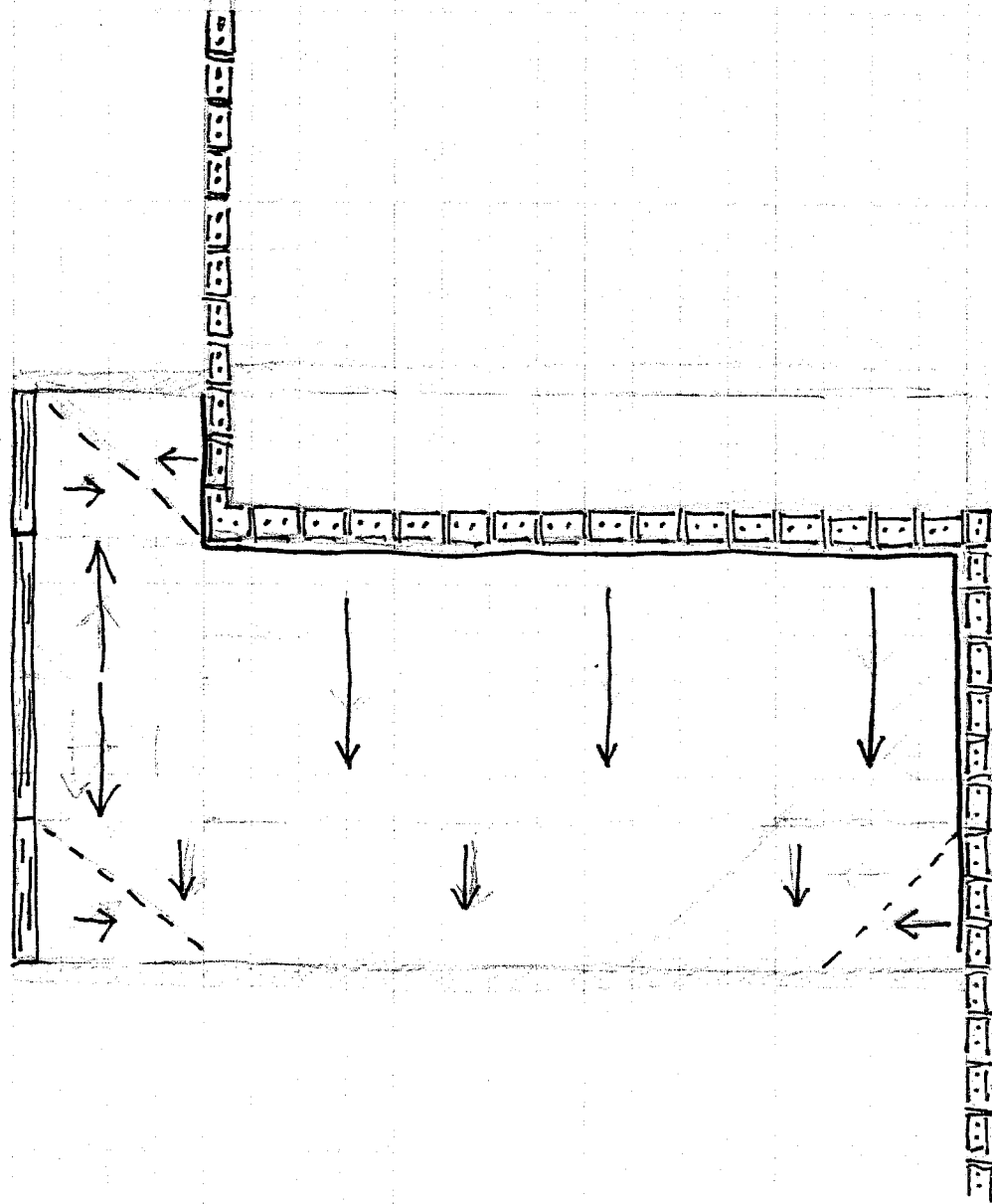
(A1)



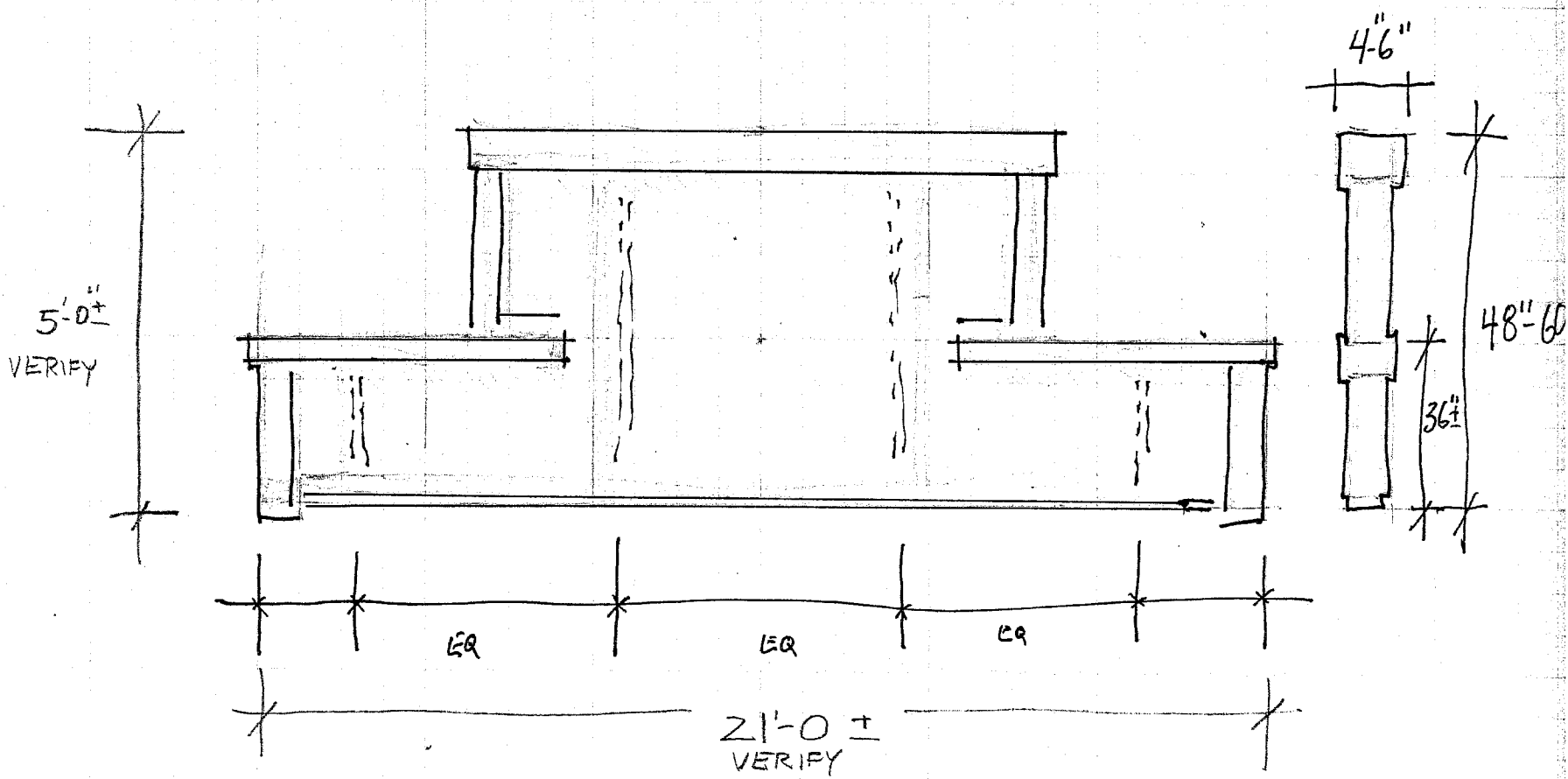
PROVIDE POSITIVE DRAWING  
&  
FRONT FASCIA

(B)





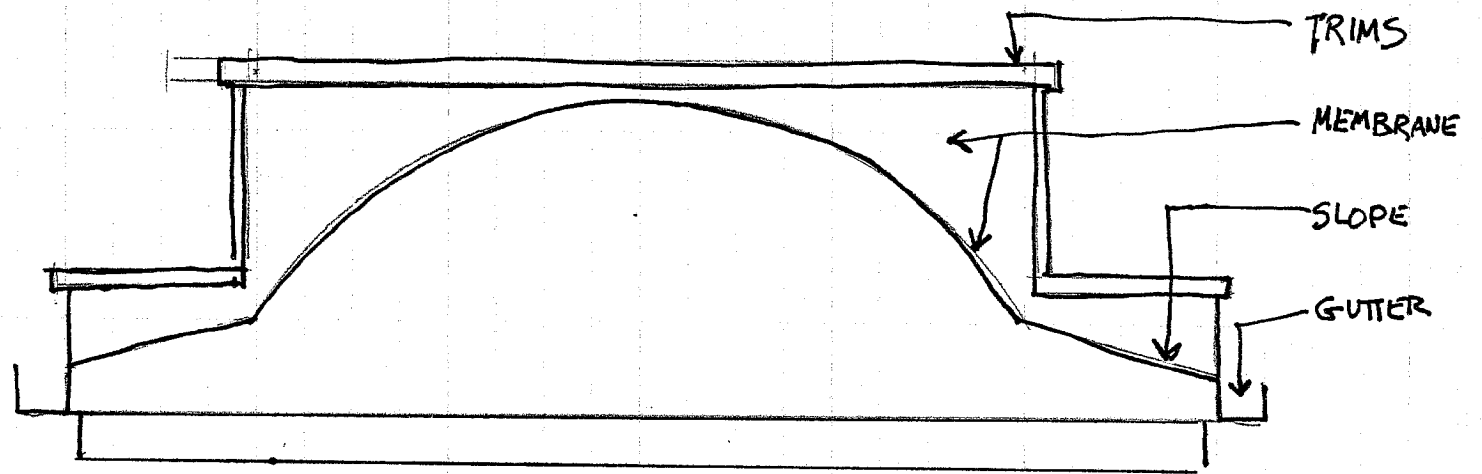
- ☐ = BRICK
- ▭ = FACADE
- - - = VALLEY
- ↓ = EXISTING SLOPE
- ↓ = NEW SLOPE
- ☐ = EXISTING GUTTER
- | = WALL FLASHING



BACK & FRONT T.B.D.

LOOKING NORTH





LOOKING SOUTH

WOOD REQUIREMENT # 2 AND BETTER SYP

UNDERLAYMENT 3/4" CDX FIR PLYWOOD

WALL SHEETING 3/4" CDX FIR PLYWOOD

NEW 0.60 T.P.O. TAN FLEESE ROOF SYSTEM

TAPERED

NEW GUTTER

NEW METAL EDGING

WALL PANEL W/ WALL FLASHINGS

CARLISLE MEMBRANE TPO

ALL METAL 24 GAUGE KYNAR 500

ALL METAL GALVINIZED W HYLAR 5000

(G)

# SPECIFICATIONS:

## GENERAL NOTES

1. CONTRACTOR SHALL ENSURE ACCESS TO G. CENTER REMAIN IN TACT AT ALL TIMES DURING THE WORK.
2. DEBRIS GENERATED FROM WORK SHALL BE PROMPTLY REMOVED.
3. PRIOR TO CONSTRUCTION THERE SHALL BE COORDINATION MEET WITH MAINTENANCE MANAGER.
4. CONSTRUCTION SHALL COMPLY WITH OSHA REQUIREMENTS.
5. DO NOT SCALE THESE DRAWINGS. DIMENSIONS SHOWN ARE REFERENCE ONLY. CONTRACTOR TO VERIFY ALL CONDITIONS.
6. NO CHANGE WITHOUT MAINTENANCE APPROVAL.
7. THE CONTRACTOR IS TO PROVIDE POSITIVE DRAINAGE OF WATER TO GUTTER SYSTEM.
8. DRAWINGS ARE INTENDED TO BE USED AS A GUIDE WITH EXISTING ARCHITECTURAL SPECIFICATIONS OF G. CENTER AVAILABLE WITH MAINTENANCE MANAGER.
9. ANY DISCREPANCIES OR CONFLICT BETWEEN THE DESIGN DOCUMENTS SHALL BE BROUGHT TO MAINTENANCE MANAGER.
10. THIS PROJECT IS INTENDED TO CONSTRUCT REPAIR DRAIN PUN WITH FRONT FASCIA.

**Leelanau County Board of Commissioners**  
Government Center Soffit Work – *RFP-LCAO-2021-004*

Bids Due: **Wednesday, June 30, 2021 @ 3:00 p.m.**

Bid Opening: **Wednesday, June 30, 2021 @ 3:05 p.m.**

Opened by: Laurel S. Evans

Present: L. Evans, Lyndell Drzewiecki, Jerry Culman, Peter Leabo

Recorded by: L. Drzewiecki

	Bidder	Amount	Comments
1	<b>Leabo Construction</b> PO Box 729 Suttons Bay, MI 49682	\$43,389.00	
2			
3			
4			

**LEABO CONSTRUCTION**

**BID PROPOSAL  
for**

**LCAO – RFP-2021-004  
Reconstruction of the Government Building Soffit**

Office of the County Administrator  
Leelanau County Government Center  
8521 E. Government Center Dr., Suite #101  
Suttons Bay, MI 49682

**RECEIVED**

**JUN 30 2021**

**LEELANAU COUNTY  
ADMINISTRATOR**

165

**Leabo Construction**  
**LCAO RFP-2021-004**  
**Section 4.0 Proposal Submissions**

**4.01 References**

- 1) Suttons Bay Township  
98 W. Fourth Street  
Suttons Bay, MI 49682  
Phone: (231) 271-2722
  
- 2) Hop Lot Brewing Company  
658 S. West Bay Shore Rd  
Suttons Bay, MI 49682  
Phone: (231) 866-4445  
Attn: Steve Lutke
  
- 3) James R. Williams Law Offices  
105 W. Broadway Street  
Suttons Bay, MI 49682  
Phone: (231) 271-3254  
Attn: James R. Williams

**4.02 Project Scope**

Leabo Construction articulates the Scope of the above mentioned project, in accordance with the specifications as outlined, to be as:

- 1) To build a new parapet wall over existing parapet wall
- 2) Cover with wood and metal finish
- 3) Provide positive drainage sub base cover with rubber PTO membrane
- 4) Provide wall and gutter flashing, complete with soffit and fascia
- 5) Site safety, clean up and maintenance for duration
- 6) In full coordination with County personnel at all times

**4.03 Work Experience**

Peter J. Leabo, owner Leabo Construction, has been a licensed State of Michigan Builder in good standing for over 35 years – License #2101086617. He is a respected, competent and valued General Contractor, with experience in all facets of building construction. During that time, he has worked closely with Leelanau County Building Safety and Inspections, Soil Erosion and Health Departments. Leabo Construction is fully insured with General Liability, on file with the County already on file.

#### **4.04 Additional Credentials**

Leabo Construction does not have employees.

Arrow Roofing & Supply is the only other company requiring credentialing for this project. The project manager there, Brian Krombeen, has 40 years of proven experience with trusted clients in their field – including, The Park Place Hotel, all public and private schools, Munson Medical Center and miscellaneous residential and commercial projects.

#### **4.05 Attachment A – Certificate of Experience**

See attached.

#### **4.06 Proposed plan summary for project**

- Project is expected to take 3 weeks to complete.
- Provide safe access to the building on a daily basis. Work will start early AM, before public and/or employees use main entrance. If required, a protected space will be provided.
- The rough frame of the parapet wall starts first. This will take 6 business days.
- After rough frame is complete, metal will be ordered and cut to fit new façade.
- Rubber roof starts 9 days after commencement. This work takes 3 business days, then metal for gutters and wall flashing.
- Finishing flashing around perimeter of work area and gutter completion, will take 2 additional business days.
- Work will continue into 3 weeks with trim and clean up.
- Metal work completed in last 3 business days – which provides counter flash.
- Arrow Roofing is major in this area. They are more than skilled to complete this work stage in the 3 weeks allowed.

#### **4.07 Time Schedule for Completion**

As outlined above in 4.06, three (3) weeks, start to finish.

COUNTY OF LEELANAU

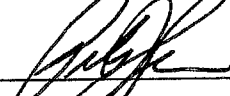
PROPOSAL FORM

The undersigned, having carefully examined the appropriate specifications, #LCAO-RFP-2021-004, dated \_\_\_\_\_, 2021, does hereby agree to furnish and deliver to the County of Leelanau, Suttons Bay, Michigan, the following items at the price(s) indicated:

SCHEDULE OF ITEMS	PRICE
Metal edging, TAN PLEES ROOFING	
Gutter, Panel & Wall Flash	18,121 <sup>00</sup>
ARROW ROOFING, 3140 N. KEYSTONE, TC. <small>231.946.1615</small>	
FRAMING MATERIAL, Plywood Sheeting	
Labor Leabo Construction	25,268
	/
	43,389 <sup>00</sup>

Submitted by (Company Name): LEABO CONSTRUCTION

Address: PO Box 129 Suttons Bay MI 49682

Contact Name (Print): Peter J. Leabo Signature: 

Telephone: 231-218-75-39 Fax: \_\_\_\_\_

Email: leaboconst@yahoo.com

**NOTE:** By signing and submitting this bid for consideration by the Leelanau County Administrator, the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

CS-1



# Non-Collusion Affidavit

Bid #LCAO-RFP-2021-004  
Reconstruction of Government Center Soffit

This Affidavit shall be submitted with and made part of this proposal to the County of Leelanau:

State of Michigan  
County of Leelanau

Peter J. Leabo, being duly sworn, deposes and says that:

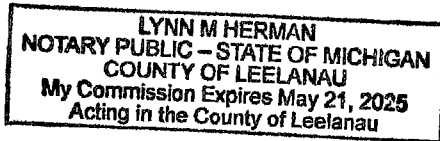
1. The proposal has been arrived at by the Proposer independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the RFP, designed to limit independent proposals or competition; and
2. The contents of the proposal have not been communicated by the Proposer or its employers or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposals.
3. The undersigned is duly authorized to execute this affidavit on behalf of the Proposer.

Subscribed and sworn to before me this

28<sup>th</sup> day of June 2021

Lynn M. Herman

Lynn M. Herman Notary Public  
My Commission expires: 5-21-25



[Signature]  
Authorized Signature

Peter J. Leabo

Printed Name of Signatory

Leabo Constructors

Company Name

Po Box 125

Address

Suttons Bay MI 49682

City/State/Zip

231-218-7539

Phone Number

CS-2

**ATTACHMENT "A" – CERTIFICATE OF EXPERIENCE**  
(This form must be filled in by the Proposer)

**TITLE:** Reconstruction of Government Center Soffit.  
**BID NUMBER:** LCAO-RFP-2021-004

I, LEABO CONSTRUCTION, HEREBY CERTIFY THAT THE FOLLOWING COMPAN(IES) HAVE PERFORMED THE FOLLOWING WORK WITHIN THE LAST FIVE (5) YEARS AND CAN BE CONTACTED AS REFERENCES:

1. Name of Business: ARROW ROOFING & SUPPLY  
Contact Name: BRAIN KAMBER  
Address: 3140 N KEYSTONE RD. TRAVERS CITY MI.  
Amount of Contract: \$18,121.00 Telephone Number: 231-946-1615  
Email: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Type of Work: BRAIN @ ARROW ROOFING.COM

---

2. Name of Business: Leabo Construction  
Contact Name: Peter J. Leabo  
Address: PO Box 729 Sotters Bay MI 49682  
Amount of Contract: \$25,268.00 Telephone Number: 231-21-87539  
Email: leabocONSTRUCTION Fax Number: \_\_\_\_\_  
Type of Work: BUILDER

---

3. Name of Business: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Amount of Contract: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Type of Work: \_\_\_\_\_

---

4. Name of Business: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Amount of Contract: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Company Name of Proposer: \_\_\_\_\_  
By: \_\_\_\_\_ Title: \_\_\_\_\_

*Any alterations to this document made by the offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any other legal remedies available to the County of Leelanau.*

**ATTACHMENT "E" – CERTIFICATE OF COMPLIANCE  
WITH PUBLIC ACT 517 OF 2012**

*(Please type or print clearly in ink only)*

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

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

Leabo Construction  
(Name of Company)

By: Peter J. Leabo

Date: 6-30-2021

Title: President

# EXECUTIVE DOCUMENT SUMMARY

Department: Board of Commissioners Contact Person: _____ Telephone No.: _____	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  08/11/2020
<b>Source Selection Method</b>	<b>VENDOR:</b> Michigan Assoc. of Counties  Address/ 110 W. Michigan Avenue, Suite 200 Lansing, MI 48933 Phone: 517-372-5374
<input checked="" type="checkbox"/> Quotation  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> 101.100.101.807.000	

Budgeted Amount: \$ 13,960.00	Contracted Amount: \$ 19,781.15
-------------------------------	---------------------------------

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Membership Dues</u>

Request to Waive Board Policy on Bid Requirements

Attached is an invoice from the Michigan Association of Counties (MAC) for FY 2021-22 Membership dues, in the amount of \$19,781.15, which is the same amount requested last year.

Below is a history of payments made by Leelanau County to MAC -

2003-04	\$11,791.00	2012-13	\$12,144.73
2004-05	\$11,791.00	2013-14	\$10,930.26
2005-06	\$11,791.00	2013-15	\$10,930.26
2006-07	\$11,791.00	2015-16	\$10,930.26
2007-08	\$12,144.73	2016-17	\$10,930.26
2008-09	\$12,144.73	2017-18	\$10,930.26
2009-10	\$12,144.73	2018-19	\$10,930.26
2010-11	\$12,144.73	2019-20	\$10,930.26
2011-12	\$12,144.73	2020-21	\$10,930.26

**Suggested Recommendation:** To recommend approval of the 2021-2022 Michigan Association of Counties (MAC) dues in the amount of \$ \_\_\_\_\_; funds to come from Board of Commissioners Membership Dues and Fees, #101.100.101-807.000.

Department Head Approval: Date: 06/14/2021



## Leelanau County

This report provides an overview of the benefits of Leelanau County's membership with MAC. County entities are also eligible for all benefits in a MAC membership.

**Leelanau County 2021-22 fees for service: \$19,781.15**

### MAC Program Participation\*

In return for these fees for service, Leelanau County and its entities utilize a variety of cost-saving services and programs:

- **Grant Services** program — Since 2005, this program has helped counties gain almost \$6 million in grant money
- **Nationwide 457** program — State-of-the-art retirement planning with more than \$1 billion of Michigan public funds under management

The county is also eligible for any of the following programs, free of charge, through its MAC membership:

- **Abilita** program — Telecom consulting services, with average savings of 29%
- **American Fidelity** — Employer cost-savings solutions and supplemental insurance benefits
- **Blue Cross Blue Shield Administrative** program — Health insurance with one-stop customer service
- **COBRA Administration** program — Free administration and compliance with all COBRA regulations
- **CoPro+** program — Collaborative purchasing with bulk pricing and shareholder rewards
- **Lincoln Financial** program — 10 percent discount on current life and disability insurance rates as a MAC member
- **Michigan Counties Workers' Compensation Fund** — Nonprofit pool that offers members an average 35 percent dividend on their premium payments

For information on any services coordinated through our Service Corp., please contact Peggy Cantu at [cantu@micounties.org](mailto:cantu@micounties.org) or 616-318-2216.

### ARP Funds

In early 2021, the American Rescue Plan included direct payments to all 83 Michigan counties for COVID expenses and losses. Your county's total was:

- \$4,226,819

**Contact MAC at (800) 336-2018 for more information on program participation**

## Revenue Sharing

Each year, MAC works to educate lawmakers on the importance of appropriating full formula funding for county revenue sharing. Your county's amounts have been:

- Fiscal 2021 \$3,828
- Fiscal 2020 \$0\*
- Fiscal 2019 \$0

*\*Reflects revenue sharing and CARES Act funds designated as compensation for counties in August 2020.*

For information on MAC's governmental affairs initiatives, contact Deena Bosworth at [bosworth@micounties.org](mailto:bosworth@micounties.org) or 517-372-5374.

## MAC Boards, Committees

The following county officials participate:

- None

If you are interested in serving on a MAC committee, contact Hannah Sweeney at [sweeney@micounties.org](mailto:sweeney@micounties.org) or 517-372-5374.

## MACPAC Donors

Following county officials donated to MACPAC in 2020:

- None

To donate to MACPAC, visit [www.micounties.org](http://www.micounties.org) or contact Derek Melot at [melot@micounties.org](mailto:melot@micounties.org) or 517-372-5374. A list of current-year donors can be seen in MAC's bimonthly eNewsletter, *Michigan Counties*.

## \*Additional Participation

The following related county entities utilize MAC services:

- Benzie/Leelanau Health Department – **Nationwide 457** program
- Northern Lakes Community Mental Health Authority – **Nationwide 457** program
- Northwest Michigan Council of Governments – **Nationwide 457** program



110 W. Michigan Ave., Suite 200  
 Lansing, MI 48933  
 517-372-5374 Fax 517-482-4599  
 www.micounties.org  
**Stephan W. Currie, Executive Director**

# INVOICE

BILL TO  
 Chet Janik  
 Leelanau County  
 8527 East Government Center Dr  
 Suite 101  
 Suttons Bay, MI 49682

INVOICE m2207  
 DATE 05/17/2021

DESCRIPTION	AMOUNT
2021-2022 County Dues	19,781.15

Please remit checks to:  
 Michigan Association of Counties  
 110 W Michigan Ave., Suite 200  
 Lansing, MI 48933

BALANCE DUE

**\$19,781.15**

ACH Payments:  
 Contact [pemberton@micounties.org](mailto:pemberton@micounties.org)