

**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, August 10, 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)  
Emailed comments are 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**

**PRAYER**

- Kathleen Moyer, CSP, First Church of Christ, Scientist, Glen Arbor

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

**PUBLIC COMMENT**

**COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:**

**PAGE #**

- Administrator Update
- Early Childhood Update, Benzie/Leelanau District Health Department 2-12
- Michigan State University Extension Update 13-30

**ACTION ITEMS**

1. County Clerk –
  - a. Election Canvassers. 31
  - b. Michigan Indigent Defense Commission –
    - i. Acceptance of State Grant. 32-52
    - ii. Approval of Contract for MIDC Services with Jarboe & Pfeil. 53
2. Sheriff’s Office –
  - a. Acceptance of Donations to the Marine Division –
    - i. \$500.00 Donation. 54
    - ii. \$7,500.00 Donation. 55
  - b. 2022 Secondary Road Patrol Program Grant Application. 56
3. Solid Waste Council – Purchase of Cameras for Recycling Sites. 57
4. Planning/Community Development –
  - a. Annual Capital Improvement Plan (CIP) Update. 58-93
  - b. Use of Housing Funds – Potential Contract with NMCAA. 94-114
5. Probate/Family Court –
  - a. Safe Haven/Child & Family Services Agreement (2% Allocation). 115-119
  - b. Acceptance of MDHHS Raise The Age Grant. 120
6. Leland Dam Authority Recommendation – CAD Designed Ladder System. 121-133
7. Parks & Recreation Commission – Fishpond Walkway RFP Recommendation. 134-152
8. Administration –
  - a. Approval of Annual MERS Conference Officer Delegate. 153
  - b. Boards and Commissions Openings. 154-157
  - c. ARP Funds Update.
  - d. Broadband Study Results Update.

**REVIEW OF FINANCIALS**

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

**PUBLIC COMMENT**

**COMMISSIONER COMMENTS**

**APPROVAL OF FINANCIALS**

- Amendments & Transfers 158
- Miscellaneous Fund Transfers and Amendments
- Claims and Accounts
- Post Audit

**ADJOURNMENT**



**PARENTING  
COMMUNITIES  
OF LEELANAU  
COUNTY**

August  
2021<sub>2</sub>

# PARENTING COMMUNITIES:

**Vision:** Thriving children and families in Leelanau County

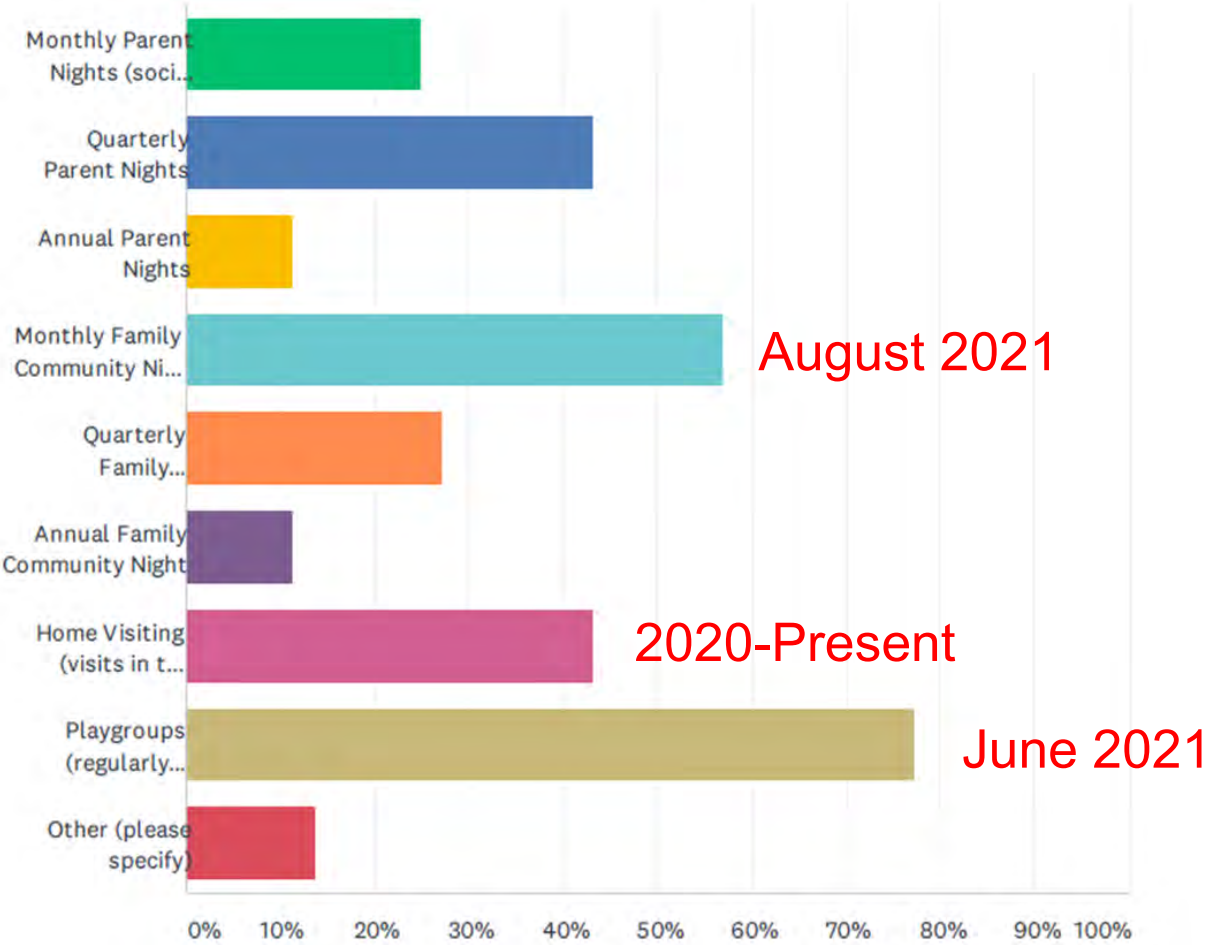
**Mission:** A comprehensive, responsive system of opportunities accessible for all families and children (pre-birth to six years).



# Q1 What opportunities would you like to see for your family? (Check all that apply)

Answered: 44 Skipped: 3

## Community Survey Spring 2021

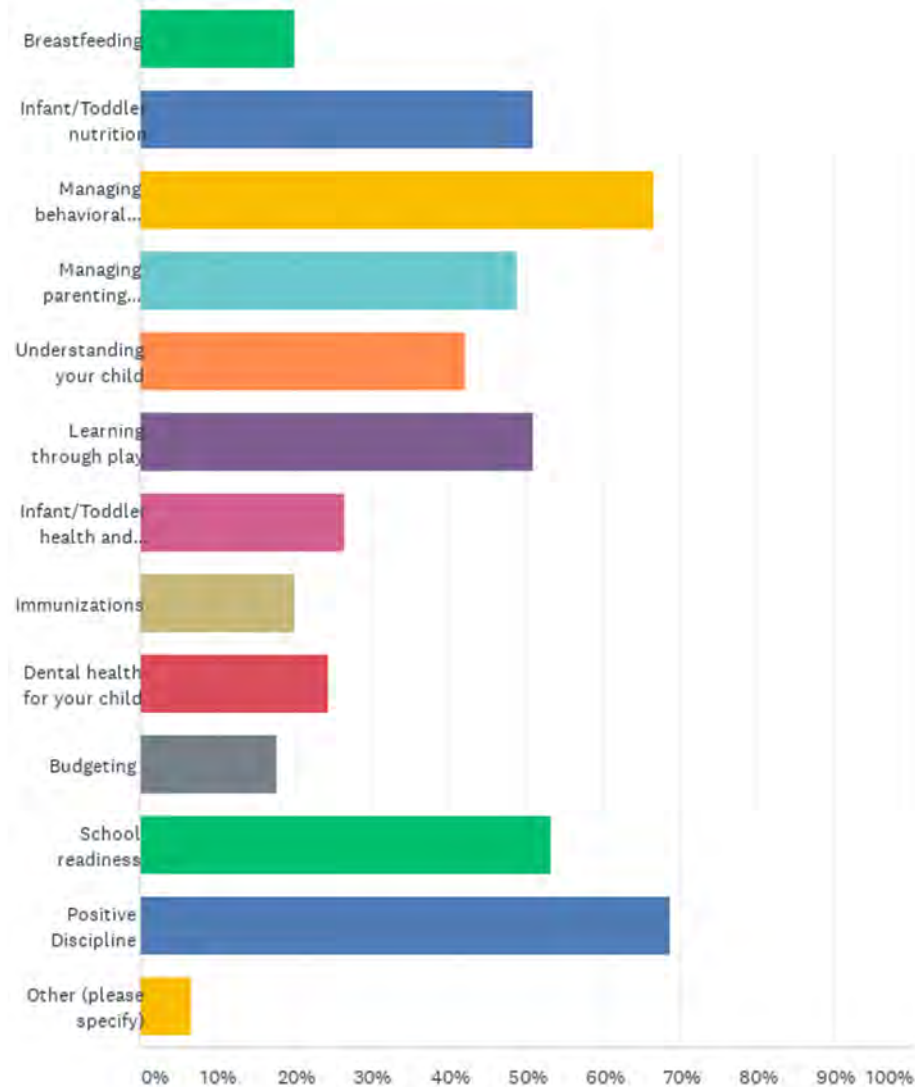


Updated Survey scheduled for September 2021



# Community Survey Spring 2021

Q2 What educational opportunities would interest you? (Check all that apply)



# Community Survey, Spring 2021

## CONCRETE NEEDS IDENTIFIED

Need	Percent
Child/Baby Supplies	15%
Food	11%
Health Insurance	11%
Referral for medical/Dental/Mental Health Provider	11%
Car Repairs/Transportation Assistance	11%
Family Planning	11%
Child care (Write in)	4 people





PARENTING COMMUNITIES

Summer Morning Playgroups  
in Leelanau County  
Starting July 6th, 2021  
FOR AGES 0-6, SIBLINGS WELCOME!

Tue.  
10-11

Northport ~ Northport  
School Playground

Maple City ~ Myles-Kimmerly  
Park

Tue.  
10-11

Wed.  
10-11

1st & 3rd ~ Cherry Bend Community Park  
2nd & 4th ~ Great Lakes Children's Museum

Leland ~ Leland School  
Playground

Thu.  
10-11

Fri.  
10-11

Suttons Bay ~ Suttons Bay  
Primary Playground

Visit <https://www.blhd.org/Parenting-communities> or FB @PCLeelanau for more info & updates  
SUPPORTED BY THE LEELANAU COUNTY EARLY CHILDHOOD MILLAGE

Made with PosterMyWall.com



PARENTING COMMUNITIES

# Family-Friendly Community Event

An event for families with young children.

August 11th, 2021  
Starts at 5:30-7pm  
Herman Park  
1338 S Center Hwy,  
Suttons Bay, MI 49682

- Food and drinks provided
- Blankets or lawn chairs are suggested
- Rain or Shine



PRESENTING  
*Miriam Pico*

Miriam is a professional,  
touring singer/songwriter  
based in Traverse City,  
Michigan.

RVSP is recommended.  
RVSP by scanning the  
QR code with your  
phone's camera.



Artwork by The Leelanau County Early Childhood Millage



PARENTING  
COMMUNITIES

Want to better  
understand your  
child's needs and  
behaviors?

ENROLL IN

# MOM POWER

*A 10-week parenting program for you  
and your kids!*



Mom Power is an attachment-based parenting program designed to provide education to parents; connect them with resources; and support their relationship with their child.

WHO:

For women during pregnancy or with at least one child from age 0-6 years old who are interested in participating and can attend most of the 10 sessions. Must be a Leelanau County resident.

WHERE:

Friendship Community Center, 201 W. Broadway - Suttons Bay

WHEN:

Wednesdays from 10:00am-12:30pm beginning 9/15/21 through 11/17/21

## Why should I participate?

Mom Power helps parents learn new ways to engage with your child, offers time with other moms, as well as learning self-care strategies. A light/to-go style breakfast, childcare, and gas cards are provided at weekly sessions.

If you are interested in participating, please scan the QR code to fill out a sign-up survey or contact:

Lauren Wolf, LMSW at (231) 882-6088 or email at [lwolf@bldhd.org](mailto:lwolf@bldhd.org)



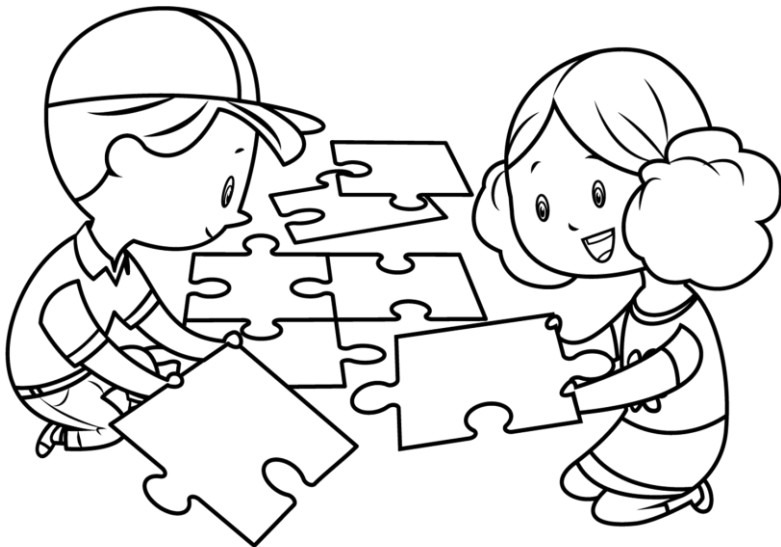


**123 kids (57 families) have participated in Parenting Communities activities (unduplicated)** (June 14-July 30)

**18 families receiving home visits**  
(Increase from 9 families in April)

**95 households receiving monthly newsletters**

**(Through July 30, 2021)**



## OTHER CURRENT ACTIVITIES:

**Evaluation:** Partnered with Woody Smith at Avenue ISR to conduct impact assessment including ROI and qualitative/quantitative data analysis.

**Webpage:** Webpage created on BLDHD website. Will continue to work on adding info to county website.

**Social Media:** Facebook and Instagram

**Monthly Newsletters:** Subscribe to monthly newsletters on the website:  
[www.bldhd/parenting-communities](http://www.bldhd/parenting-communities)

**Mental Health:** Mental Health workgroup in place to identify/address barriers to care and a mental health aware supportive community. Mom Power group to start in September.

**Funding Opportunities:** Formalizing process for other agencies to request funding for activities that feed into the vision/mission of Parenting Communities (e.g. unmet health needs, community events, mental health interventions, activities that strengthen social/emotional/cognitive development, etc.).



## MOVING FORWARD

- **Will begin detailed planning for 2022, with presentation to Leelanau Board of Commissioners by November**
- **Workplan based on input from:**
  - **Parenting Communities Advisory Council (PCAC):** Committee of stakeholders that work with or are advocates for Leelanau County families.
  - **Community Surveys:** To assess the needs/interests of parents
  - **Feedback from schools, home visiting programs, mental health providers, day care providers, Parenting Communities parents, and others that have knowledge of strengths and opportunities to strengthen our families.**
- **Preliminary budget: \$708,000**
  - Staffing: 3 Community Health Workers; 1 full time social worker; PC Supervisor; 1 RN supervisor; Admin Assistant; County Coordinator; Public Information/Outreach Lead; Biller
  - Supplies for all activities
  - Evaluation
  - Training
  - Mom Power
  - Unmet Needs/Special Funding



## Questions?

Subscribe to Parenting Communities

updates/newsletters:

<https://www.bldhd.org/Parenting-communities>

Betsy Hardy, County Coordinator: [bhardy@bldhd.org](mailto:bhardy@bldhd.org)

Autumn Jurek, PC supervisor: [ajurek@bldhd.org](mailto:ajurek@bldhd.org)

Hollie Anderson, CHW: [handerson@bldhd.org](mailto:handerson@bldhd.org)

Kathy Bartell, CHW: [kbartell@bldhd.org](mailto:kbartell@bldhd.org)

Heather Muha, SW: [hmuha@bldhd.org](mailto:hmuha@bldhd.org)

Sue Sparkman, Admin Asst: [ssparkman@bldhd.org](mailto:ssparkman@bldhd.org)

Michelle Klein, Director: [mklein@bldhd.org](mailto:mklein@bldhd.org)



**PARENTING  
COMMUNITIES**

[parentingcommunitieslc@gmail.com](mailto:parentingcommunitieslc@gmail.com)

Facebook @PCLeelanau

Instagram @ParentingCommunities

[www.bldhd.org/Parenting-Communities](http://www.bldhd.org/Parenting-Communities)

231-256-0227



**PARENTING  
COMMUNITIES**

12



# Leelanau County 2020–2021 ANNUAL REPORT

[msue.msu.edu](http://msue.msu.edu)



## FROM THE DISTRICT DIRECTOR:



This past year will go down in history as one like no other. As an organization who has been embedded in counties for over 100 years, our community education model changed and shifted like at no other time in our rich history. I am especially proud of the way our entire county team pivoted their educational efforts and provided online programming for our valuable stakeholders; which includes growers, families, youth, local businesses, and residents. Our content-rich programming allowed residents from across the state to access it from their homes, regardless of geographic location. This allowed individuals throughout northwest lower Michigan to access programming being taught from southern Michigan to the tip of the Upper Peninsula. This increased accessibility for all residents to access our outreach and education was an added value for our county partners. The most notable achievement this year was the way our local offices provided support to county departments and Boards of Commissioners to respond to emerging needs related to the pandemic and county operations. This speaks to our commitment to our counties, partnership with county government and ability to respond to critical needs in our communities. It is always my distinct honor to present this summary of our accomplishments and deeply value our partnership with Leelanau County.

Jennifer Berkey, District 3 Director

## MEASURING IMPACT:

**197**  
UNIQUE  
EDUCATIONAL  
PROGRAMS  
ACCESSED BY  
RESIDENTS

**SOCIAL  
MEDIA  
REACH**  
**106,228**

**ONLINE  
REACH**  
**2,710**

**PROGRAMMING  
REACH**  
**1,865**

**WHO WILL  
HELP OUR  
COMMUNITY  
SOLVE  
PROBLEMS?  
SPARTANS  
WILL.**

## CONTACT US:

8527 E. Government Center Dr. #107  
Suttons Bay, MI 49682  
Phone: 231-256-9888  
Email: msue45@msu.edu  
Web Address: canr.msu.edu/leelanau

## STAFF HOUSED IN LEELANAU COUNTY:

- J Robert Serrine, PhD**  
Community Food Systems Educator
- Esmail Nasrollahiazar**  
Viticulture Educator
- Rosali Collier**  
4-H Program Coordinator
- Nathaniel Walton, PhD**  
Consumer Horticulture Pgm. Instructor
- Annette Kleinschmit**  
Office Manager
- Brigid Hart**  
4-H Assistant

### Horticulture Research Center:

- Nikki Rothwell, PhD**  
Center Coordinator, District IPM Educator
- Emily Pochubay**  
Fruit IPM Educator

# DEVELOPING YOUTH AND COMMUNITIES

## Energizing Youth and Their Communities

Michigan State University Extension 4-H program youth participants learn life skills through hands-on experiences, with the guidance of caring adult volunteers and teen leaders. These life skills prepare them for the workforce—especially for careers in science, technology, engineering, the arts, and mathematics (STEAM). Extension programs help children develop early literacy skills that support school readiness. In 4-H they learn and practice leadership and decision-making abilities that increase their likelihood of becoming civically active. 4-H'ers demonstrate fewer high-risk behaviors, such as drug use, and they learn to complete tasks, solve problems, and are more likely to seek help from peers and adults when needed. This ensures that more young people succeed in school, attend college, and contribute positively to their counties. Having successful youth results in greater tax revenues and consumer spending, while increasing the likelihood that they will stay in, or return to, their communities.

## 4-H Youth and Adult Volunteers Inspire Each Other

Leelanau County youth and volunteers benefited greatly from the exciting 4-H programs offered close to home and statewide, especially as most of the 4-H offerings were virtual in nature. This last year, youth ages 5-19 were inspired to grow through a wide variety of 4-H learning experiences under the guidance of their helpful 4-H leaders, as well as staff and instructors from all over the state of Michigan. 4-H offered traditional clubs (though they were asked to meet virtually), multiple online special-interest clubs, academic enrichment opportunities, and hybrid opportunities in the form of educational events, workshops, and community outreach. In the past few months, 4-H has been offered in multiple formats, including hybrid and fully in-person, bringing traditional clubs back together again.

- Our Leelanau 4-H Fall Awards Celebration was presented this year in a virtual format, in the form of a 14-minute long video with music. This video link was sent to all of our 4-H volunteers, youth, and families, and they were able to see a compilation of the past year's accomplishments, celebrations, and 4-H experiences. Youth were mailed their awards, certificates, and gift cards at that time. Our Leelanau County 4-H Youth Association sponsored these awards.
- In the fall, to encourage youth members to take pride in our Leelanau 4-H program and demonstrate their creativity, Leelanau 4-H created a t-shirt design contest. Our winner created a county-specific image which was then used on 144 t-shirts ordered for volunteers and youth. Our volunteers were all offered a free shirt courtesy of the Leelanau County 4-H Youth Association.



## Developing Youth and Communities, continued

- The Leelanau County 4-H Babysitting Club partnered again in its fourth year with the Suttons Bay Bingham Fire and Rescue Department to provide five sessions of training in January and February, using MSU Extension curriculum and working with the Fire Chief to provide CPR/First Aid Training and American Heart Association certification to all of the nine youth participants. This year, the club leader worked alongside two teen leaders, presenting all of the lessons (even the CPR/First Aid portion) over Zoom, adapting the MSU Extension curriculum and creating a more hands-on approach to the lessons for youth. Members ranged in age from 11 through 14, and joined in from two counties and four different schools. Youth received their materials in the form of extensive kits (including the mannequins and other equipment for CPR/First Aid, items for various crafts, a first aid kit, and a binder with their curriculum).
- Leelanau 4-H took part in a statewide offering about beekeeping in May, working with multiple 4-H program coordinators and MSU Extension Educators around the state. Over 40 youth were reached through this offering, and they received kits in the mail that helped them take part in the six sessions. They dissected bees, learned about necessary beekeeping equipment, discovered how bees help with pollination, tasted different kinds of honey, met with local beekeepers, and saw honey being harvested. They were also able to build a honey bee bristlebot, and have it collect pollen (glitter).
- We held a 4-H embryology program at Suttons Bay Elementary School in May, and the 52 kindergarten/first/second/third grade youth who took part (as well as their three teachers) learned all about hatching chicks from eggs. A Leelanau County 4-H volunteer, Leslie Suitor, worked with staff and taught eight lessons over Zoom, connecting with the three classrooms for four weeks. They learned about chick development, how to set up an incubator and load it with eggs, how to keep the incubator warm and humid, how to candle eggs to observe chick development, how to document progress, and then they watched as the chicks hatched right on schedule. The new MSU Extension course on 4-H embryology was the source for much of the content, with the volunteer providing extra videos and plenty of chances each day for the youth to ask questions and receive answers.
- Leelanau County 4-H was able to offer a hybrid version of our annual 4-H Tractor Safety program this spring (May and June), and the 4-H volunteer worked with staff to present five lessons over Zoom, using the Penn State National Safe Tractor curriculum. We then partnered with the Northwest Michigan Horticulture Research Center to provide an in-person (by appointment) driving and written testing day. All 18 youth (ages 14-15) who took part in the program passed their driving and written tests and received their certificates to drive this summer.





## Developing Youth and Communities, continued

- After statewide surveys were sent out this past year, it was discovered that families wanted more art offerings, even in the virtual format, as this is an interest of youth. Leelanau 4-H brought on a new volunteer (with a teaching degree in art) who was willing to teach six sessions (with staff assisting) over Zoom in June to a statewide audience. The 13 youth taking part in the Art and Soul 4-H Sketchbook Club were from Leelanau County and seven other counties in Michigan. The club reached middle school youth in the Upper Peninsula and in Southern Michigan. The club was free, and youth only needed a sketchbook, pencils, and erasers to take part.

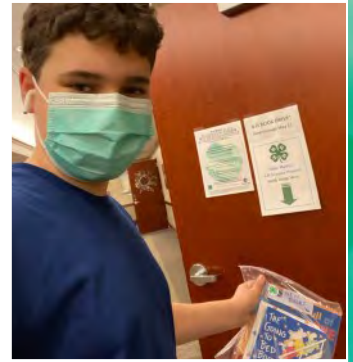
## Partnerships with Local County Schools, Libraries, Rotary, and the Grand Traverse Band of Ottawa and Chippewa Indians

- Our Leelanau County MSU Extension team, including Leelanau 4-H, worked together to provide a virtual Farm-to-Market webinar series, offered to all of our county schools and statewide. The series was a modification of our annual in-school farm markets that usually take place in five of our Leelanau County schools in September and October. Our Leelanau MSU Extension team worked in partnership with the Traverse Bay Intermediate School District to provide four sessions of this series on Thursdays in October. Four local farmers were interviewed, and these videos were edited and shared via Zoom webinars, followed by additional videos created by staff. Each session ended with live Q & A sessions with staff and the farmer from that day. Each session was recorded, close-captioned, and sent out to the entire registration list. In total, we reached 376 people through this series (298 youth and 78 adults) from multiple counties in Michigan (21) and 11 other states, as well as the United Kingdom. The links to the videos were shared widely with teachers after the series ended.
- To tie in with the first Farm-to-Market session about apples, we arranged to deliver 1,700 donated apples from the Northwest Michigan Horticulture Research Center to four different schools. Each school celebrated Apple Crunch Day using the apples. This was our way of providing fresh produce to students and staff, in a safe way, following our COVID-19 safety policies.
- Leelanau 4-H had the generous support through a grant from the Rotary Club of Suttons Bay—Leelanau, as well as the Leelanau County 4-H Youth Association, and purchased eight sets of six books each celebrating diversity and togetherness. The books were placed in 4-H bags along with packets suggesting different activities that families could do together after reading the books. These “Celebrating Families” book bags are still at all four of our largest county libraries, and families are continuing to check them out. The books have also been used at the libraries’ story hours with local youth.



## Developing Youth and Communities, continued

- Leelanau County has shared an AmeriCorps service member with Grand Traverse County 4-H, with the generous support from the Grand Traverse Band of Ottawa and Chippewa Indians. Our AmeriCorps member, Jessica Luckey, has offered multiple clubs in both counties, including LEGO, monarchs, and more. She also partnered with the Suttons Bay Bingham District Library to create a video about horses, and held a community service project in the form of a book drive. Two large boxes of books were donated to the drive, and these were delivered to the little lending libraries in our county, as well as the Grand Traverse Band's Heritage Library in Peshawbestown. Jessica is planning more outreach and clubs for July and August, working with our migrant program in Suttons Bay and the Grand Traverse Band summer school program.



## Leelanau County 4-H: Achieving Goals at Fair!

- The Northwest Michigan 4-H Livestock Council held its 48th Annual 4-H Livestock Auction in August, 2020, via a virtual format as Fair was canceled. This was the first Virtual Showcase and Auction and it was completely run by 4-H Volunteers and Staff with support from Michigan State University.
- Leelanau County youth were winners in our virtual showcase this year: seven youth won Grand Champion and Reserve Grand Champion ribbons with their animals. The resale auction was also a big success, as it was offered online to buyers. Funds from the auction helped to support our Leelanau County 4-H Youth Association.



## Virtual Showcase and Auction:



- 100% of the 190 animals that went through the auction were sold



- Sales from the auction totaled \$291,387



- 270 local 4-H youth participants created 618 entries.



- Animals donated to local food pantries/charities: 8 swine, 1 lamb, 3 large beef cattle.



# KEEPING PEOPLE HEALTHY & ENSURING SAFE FOOD

When you support MSU Extension, you help participants learn safe food handling practices, increase their physical activity and improve the quality of their diets. Extension programming also helps decrease incidents of violence and bullying. Encouraging these healthy behaviors helps reduce food and health care costs by helping prevent chronic health conditions and providing safe environments throughout a person's life span.

## Fostering Health through Nutrition and Physical Activity

Michigan State University Extension supports individual and community level, or public health approaches, to prevent obesity. Through the United States Department of Agriculture Supplemental Nutrition Assistance Program Education (SNAP-Ed), we provide a combination of educational strategies, accompanied by supporting policy, systems, and environmental change interventions aimed to increase the likelihood for limited resource youth, adults, and seniors to make healthy choices.

### Healthier Lives through Nutrition Education

While COVID-19 certainly changed the format of MSU Extension programming, many area residents were still able to get nutrition education through food demonstration videos and recipe distribution.

### Video recipes for local food pantries

Videos were created for social media during the Spring and Summer months to encourage and educate on the use of seasonal fruits and vegetables. Videos featured a recipe and information on how to prepare or store the produce. MSU Extension partnered with the **Northwest Food Coalition** to develop and create video recipes with produce procured by the Farm2Neighbor program using local professional video production company, iSee Communications. Videos featured vegetables that are distributed at local food pantries to increase use of these locally grown foods. You can watch the videos here: <https://northwestmifoodcoalition.org/farm2neighbor/videos/>.

### Improving pantry infrastructure

This year, with help from MSU Extension, **Leelanau Christian Neighbors** applied for a grant with the United Dairy Industry of Michigan. They were awarded a \$1,000 to improve pantry infrastructure. Carts, tables, and personal protection equipment were purchased. These items helped pantry volunteers transport foods to a main holding area. Here volunteers were able to pack bags of groceries for the patrons who wished to not physically enter the building and keep everyone safe.



Over **2,400**  
Viewers Reached



## Keeping People Healthy, continued

### Making the Healthy Choice Easier - Supporting Changes to Policies, Systems, and Environments (PSE)

PSE Changes are a way of making sustainable changes within our community to policies, systems, and environments so that healthy choices are feasible options available to all community members. In Leelanau County, this is happening through the **Fuel Up to Play 60 program**. This free, in-school nutrition and physical activity program allows teams of students to make PSE changes that encourage other students, staff members, and administrators to lead healthier, active lives. The changes within our schools cause a ripple effect of positively impacting our communities as students incorporate their leadership skills to motivate and encourage family and community members to properly fuel their body so they can be active every day.

#### Glen Lake Schools

By partnering with MSU Extension to help implement Fuel Up to Play 60, Glen Lake has received over \$11,132 in grant funding. As a result of this program, students are more likely to become leaders in demonstrating new healthy lifestyle initiatives.



With COVID-19 altering how food is served in schools, the Fuel Up to Play 60 team decided to use grant funding to increase efficiency for meal serving with the purchase of a new heated cabinet. This cabinet holds food to proper serving temperatures while freeing other kitchen equipment to continue with meal preparation.

Another component of Fuel Up to Play 60 is to promote being active for 60 minutes a day for our youth. Glen Lake began a partnership with Playworks, a national organization that helps schools and youth organizations create recess and play environments where every child can join in. During this four-part training, staff learn quick and easy to play games and work together to evaluate and rejuvenate recess and play time at their schools. Glen Lake will also receive personalized consultation visits to assist them in making positive changes.

#### Chocolate Milk for Glen Lake Athletes

MSU Extension works closely with Glen Lake's athletic teams to help student athletes reach peak performance by staying hydrated with chocolate milk. By partnering with MSU Extension, Glen Lake has received \$2,500 in grant funding to purchase chocolate milk for their teams. Provided by the United Dairy Industry of Michigan, the Chocolate Milk: Nature's Sports Drink program encourages athletes to choose chocolate milk after grueling practices and games as it contains nine essential nutrients needed for overall health. Over the last few years teams who have received this grant include boys varsity baseball, and boys varsity football.



**Grant funds  
to Glen Lake  
Schools through  
MSU Extension  
partnerships:  
\$13,632**



# SUPPORTING AGRICULTURE & AGRIBUSINESS

When you support MSU Extension, you help participants learn profitable and efficient business and production practices.

## Supporting Fruit Production

### Tree Fruits

In agriculture, farmers expect unique challenges to arise each year, and 2020 was no exception. The year tested our agility and adaptability as we shifted Extension programs to virtual settings with little advanced notice.

- MSU Extension Tree Fruit Educators, Emily Pochubay and Nikki Rothwell, worked closely with their colleagues to develop and deliver a webinar series to serve fruit growers across the state. The series, **2020 Spring Tree Fruit Webinars**, were held over the lunch hour, Monday through Friday, for two consecutive weeks. The series attracted 478 participants from across the state, 86 of whom resided in and around Leelanau County. The Spring 2020 MSU Tree Fruit Webinar Series was a true team effort with overwhelming positive responses from fruit growers and stakeholders.
- The annual **Tree Fruit Integrated Pest Management (IPM) Updates** also went virtual in 2020 to continue offering tree fruit producers and crop consultants in the region timely pest and disease information. Lead Educator, Emily Pochubay, and co-host Nikki Rothwell, hosted weekly hour-long webinars for 11 weeks during the growing season. The program attracted 629 participants comprised primarily of northwest Michigan fruit growers and local crop consultants, which was the greatest attendance in six years of hosting these meetings. Respondents to a post program survey represented approximately 4,297 acres of apples and 4,628 acres of cherries in Michigan, and all participants reported they improved their knowledge of practices to reduce production risks by attending the meetings. While the program overall was a success and opened doors for virtual meetings in the future, there are challenges to address including more training opportunities for growers to learn how to use the technology and limitations such as access to a smart device and reliable internet and/or cellular connectivity.

### Wine Grapes

Over the past three decades, Michigan's wine grape industry has begun to cultivate significant acreage of European *Vitis vinifera* cultivars, such as Riesling, Pinot Noir, Chardonnay, and Cabernet Franc. These varieties are more recognizable and thus more marketable to consumers. This viticultural change has fueled the industry's recent exponential growth and has led to the industry contributing more than \$5.4 billion to

*"It was a great method to deliver important and timely information in today's environment."*

*"I think MSU has done a great job adapting with the times. I'm very thankful for our Extension agents and what they do to help out our fruit industry."*

*~Tree Fruit Webinar participants*

## Supporting Food and Agriculture, continued

the state's economy. However, the major downside to growing vinifera is their greater susceptibility to low winter temperatures and extreme cold events, and subsequently low-temperature stress. Due to Michigan's northerly latitude and focus on vinifera production, low-temperature stress is now the greatest roadblock to annual grape and wine production. Grapevine buds can be damaged by low winter temperatures that drop below a critical value.

In the past few years, there have been multiple extreme cold events, the most recent of which was a polar vortex in February 2021, where the temperature dipped below  $-5^{\circ}$  to  $-8^{\circ}\text{F}$  in the northwest Michigan grape growing areas.

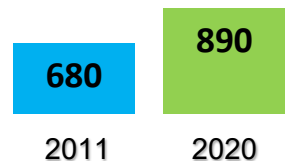
Indeed, such extreme events can decrease the quality and quantity of grape production dramatically. In order to minimize year-to-year grape production variability due to cold damage, Andy Fles from Shady Lane Cellars, Anna Atanassova from Mari Vineyards, and Nathan Kulpa of Kulpa Farms, are partnering with Michigan State University Extension to monitor grapevine bud cold hardiness during the dormant season 2020-21. This monitoring consists of weekly measurements of 10 common grape varieties, as well as measurements after any cold events below  $5^{\circ}\text{F}$ . Ultimately, this information can be used to make in-season management decisions such as pruning based on the severity of the cold damage, as well as provide local recommendations for site and cultivar suitability for future planting decisions.

According to the result of the cold hardiness project, there was no significant bud mortality nor severe vascular tissue injury was observed and the local growers should continue to prune as normal. We are monitoring samples from Leelanau Peninsula and Old Mission Peninsula vineyards weekly from mid-December 2020 until mid-April 2021.

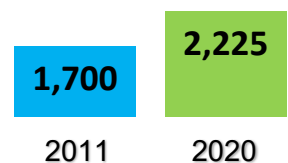
Several virtual presentations were held over the past year for local wine grape growers and producers to meet the unique needs of northwest lower Michigan.

- Parallel 45 Vines & Wines / MSU Extension Educational Meetings: Throughout the year, P45 and MSU Extension hosts events on a variety of topics relevant to the needs of northwest Michigan grape growers and winemakers. Over 80 grape and wine producers in the northwest Michigan region joined the meetings. MSU Extension specialists and educators, as well as guest speakers, reviewed cool-climate viticulture techniques for canopy management, insect and pest management, Biochar, vineyard floor management, and a variety of enological topics.
- 2020 Great Lakes EXPO virtual conference: At the 2020 Great Lakes Fruit, Vegetable, and Farm Market Expo & Michigan Greenhouse Growers Expo ("GLEXP0"), MSU educators and specialists organized 67 educational sessions. The MSU grape team educated Michigan's 114 grape producers on methods of controlling pests and diseases and presented about northwest Michigan grape production challenges.

### Wine Grape Acreage in Leelanau County



### Estimations of Wine Grape Production in Leelanau County (2.5 tons per acre)



## Supporting Food and Agriculture, continued

- 2021 Orchard and Vineyard Show: Over 120 grape and wine producers, both across the state and internationally, attended the Orchard and Vineyard Show. The grape educational sessions were held on the 19th and 20th of January. MSU Extension specialists and educators and university experts from Cornell University and the Agriculture and Agri-Food Canada Summerland Research and Development Centre in British Columbia, Canada educated Michigan's grape and wine producers on the chemistry of storing wines in cans and grapevine trunk disease management at the Wine and Grape Sessions.
- Parallel 45 Vines & Wines and Michigan Wine Collaborative (MWC) associations hold their annual meeting in conjunction with the sessions on January 19th and 21st.

## Home Horticulture

MSU Extension Consumer Horticulture Program continues to serve county residents with educational programming, garden and landscape diagnostic services and horticultural projects. Through volunteer outreach, Extension Master Gardener Volunteers share science-based gardening knowledge and engage citizens and empower communities in environmentally responsible gardening practices, improving food security, improving community, and developing youth through gardening.

### Extension Master Gardener Volunteer Program

Presently, there are a total of 48 Extension Master Gardener Volunteers working in Leelanau County. In the past year, Extension Master Gardeners volunteered 889 hours on projects in Leelanau County, work that can be valued at \$25,384. The bulk of the hours volunteered were in projects benefiting the community like environmental stewardship, youth gardening, Leelanau County Government Center native plant gardens, community beautification and food security and hunger support. In total, there are 16 active Master Gardener projects in the county.



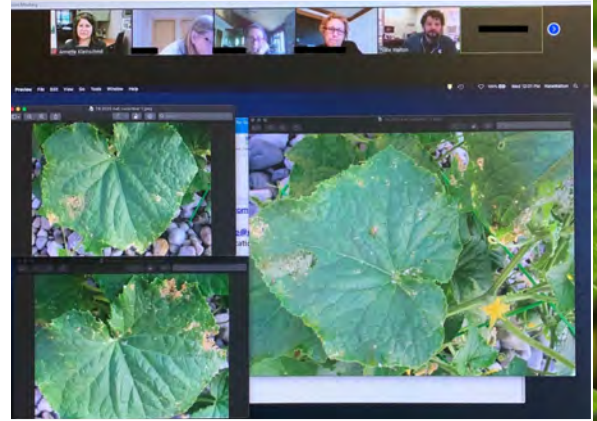
The Rain Garden at the Leelanau County Government Center (left) is maintained by Extension Master Gardener Volunteers (right) and provides educational and ornamental value to the grounds.

This past year,  
**Master Gardeners**  
volunteered more than  
 **889 hours**  
on various projects in  
Leelanau County valued  
at over **\$25,300.**

## Supporting Food and Agriculture, continued

### Leelanau Plant & Pest Diagnostic Clinic

Although county residents are always welcome to call or visit the office for assistance with horticultural issues, the office held online plant diagnostics clinics every Wednesday from May through September of 2020. Residents were welcomed to phone or videoconference with their samples of plants, insects, plant diseases, and other problems. MSU Extension staff and Extension Master Gardener Volunteers provided the expertise to diagnose problems and provide environmentally friendly management recommendations. Last year, 85 Leelanau County residents took advantage of the diagnostic services provided by MSU Extension in Leelanau County.



### Free Educational Programming

This year also saw an expansion in free horticulture programming for county residents from MSU Extension. Free programs were offered in a virtual format via Zoom and Facebook Live. Topics included spring yard cleanup for pollinators, regenerative gardening, and native trees to support pollinators, among others. In total, 16 Leelanau focused horticulture programs were made freely available to county residents this year. These were available to stream live or to watch later as a recorded webinar, and in addition to many more free online educational options that were provided by the statewide MSU Extension Consumer Horticulture team

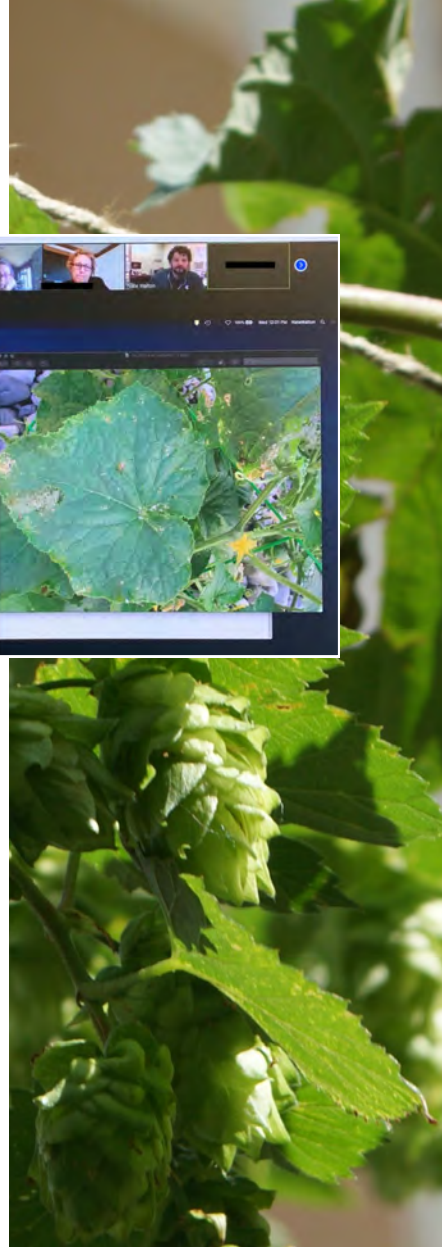
## Supporting Hop Production

MSU Extension has taken a leadership role across the North Central and Northeast U.S. by providing valuable research and outreach to current and prospective growers on best practices for planting, harvesting, and pest management.

- Online Desire to Learn course entitled: Hop Production in Midwest and Eastern North America that is open to members of the general public.
- MSU Hop Bine and Dine Webinar Series 2020 held monthly March-September.
- MSU Extension also continued to provide leadership for the Great Lakes Hop Working Group. The GLHWG is a multi-state collaborative developed and coordinated by MSU that develops priorities for hop research and education and collectively work to address the needs of hop growers across Central and Eastern North America.

### Conferences

Just prior to the pandemic we were able to host the final Great Lakes Hop and Barley Conference in Ann Arbor/Ypsilanti, MI. The conference was attended by 115 people (registrants and speakers). Top Hops Farm was awarded the coveted Chinook Cup. The 2020



Judging Chinook samples for the annual Chinook Cup at the 2020 Great Lakes Hop and Barley Conference.





## Supporting Food and Agriculture, continued

conference was the final Great Lakes Hop and Barley Conference. For the last few years, we have considered combining conferences with the Michigan Brewers Guild and in 2021 our efforts paid off. In January, we partnered with the Michigan Brewers Guild and the Master Brewers Association of the Americas (MBAA) to offer a combined virtual conference that was attended by ~ 250 people. While a virtual conference lacks the in-person opportunities for relationship building and networking, it offers an opportunity to enlist expert speakers from around the world. In addition to expert speakers from around the United States, this year we were able to host Dr. Ann Van Holle, a research scientist at the R&D Department of De Proefbrouwerij, Lochristi, Belgium, who provided an outstanding presentation on “The Relevance of Hop Terroir for Brewers.” Also, of note, the 2021 Chinook Cup was presented virtually during this conference. The 2021 winner was MI LOCAL HOPS in Williamsburg, MI.

### Research

MSU Educators continue to secure federal and state funding for research in Leelanau County. With Project GREEN funding, Dr. Tim Miles (MSU), Erin Lizotte, and Rob Serrine are currently assessing methods for controlling cone diseases in hops. With funding from the MDARD Craft Beverage Council Dr. Serrine, Dr. Trey Malone, Aaron Staples (MSU graduate student) and Alec Mull (Founders Brewery) are collaborating with Silver Spruce Brewery and Cambium Analytica (both Traverse City businesses) to investigate the terroir-influenced quality attributes of hops. The results of this research could help Michigan hop producers differentiate their hops in a manner that increases sales and revenue. Additional collaborative Michigan hop promotion and marketing efforts are also underway with the Hop Growers of Michigan. You can follow these efforts on Instagram at: [hopgrowers\\_of\\_michigan](#).

### Farm Management

In early 2021, MSU Extension Educator Stan Moore worked with 12 area farms to complete a financial analysis of their farm operation for 2020. Farm financial analyses helps farmers better understand their financial strengths and weaknesses and helps them make better decisions to improve their financial standing. These farms represented around 8 million dollars in gross sales, and around 30 full-time employees (in addition to farm owners).



**12 Area Farms  
participated in  
Financial Analysis**



**30+ Full Time  
Employees**



**\$8 Million Gross  
Sales**



## Supporting Food and Agriculture, continued

A key difference in the farm economy this year was the influence of government programs related to covid-19. The programs provide a tremendous amount of financial help to farms that applied, but also brought a tremendous amount of uncertainty and continually changing program requirements. This uncertainty added to an already very stressful year for the farming community.

Year-end tax estimates provided by Moore help farmers manage the tax implications of their farm management decisions. In 2020, farmers tended to have more positive tax returns, largely due to federal covid-19 relief programs. Farms that participated in these year-end tax estimates were in a position to better use farm tax strategies. These dollars are then made available for additional purchases locally, contributing to our rural Michigan economy.

### Assistance to support beginning farmers across MI

The MSU Product Center assists Michigan based businesses in developing products and businesses in the areas of food, agriculture, and natural resources. In 2020, the Product Center served 788 clients, helping them to create 139 new jobs and 19 new businesses, resulting in total capital formation of \$9,330,686 statewide.

MSU Extension Innovation Counselors are located around the state, conducting no charge, one-on-one confidential business consulting with entrepreneurs. The assistance provided is tailored to meet the needs of the clients, whether they are start-ups or seasoned business entities. The Product Center's campus-based staff offer fee-based services that range from preparing economic reports and feasibility studies for larger scale projects and grant applications to offering nutritional labeling and Process Authority reviews to meet food safety and regulatory compliance standards. For a complete listing, see Product Center Services.

Finally, the Michigan State University Extension Food Processing and Innovation Center (FPIC), which is managed by the Product Center, is Michigan's leading independent commercial food development, processing, packaging, and research facility. Businesses can rent the FPCI to create and commercialize new food and drink product lines for the marketplace in an industry compliant and cutting-edge facility located in Okemos, Michigan.



9 Clients &  
37 Employees



94 Counseling &  
Research Hours



3 New  
Businesses  
Launched



5 New Jobs  
Created



Sales Growth:  
\$6,000,000

2020-2021 MSU  
Product Center  
Impacts in Leelanau  
County



# FOSTERING STRONG COMMUNITIES

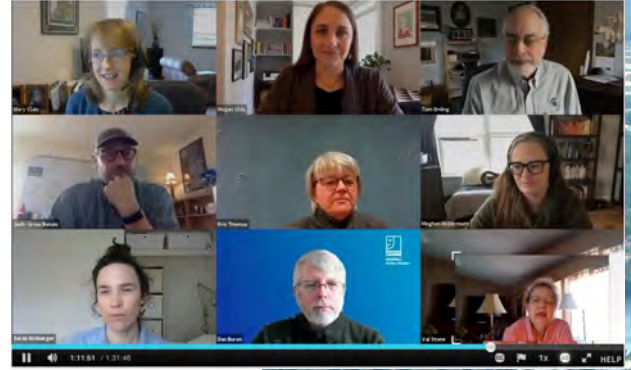
When you support MSU Extension, participants learn how to implement best practices in good governance that keeps communities solvent, productive and engaged; learn effective conflict management skills that help leaders and residents work collaboratively on complex issues; and engage youth leaders in decision-making. In the personal finance area, MSU Extension helps youth and adults alike learn the skills they need to increase their savings, manage their spending avoid predatory lending and reduce mortgage defaults. All of these outcomes help lower the cost of governmental services and lead to personal and community stability, strong neighborhoods and safe communities.

- **New Commissioner School** celebrated 52 years in 2020 by going totally virtual. The program, for newly elected county commissioners, used a combination of live webinars and self-paced online readings and videos. Participants expressed appreciation for the ability to work the study around their busy schedules. Educational outcomes surpassed 2018 results.
- **The Northern Michigan Counties Association** continues its long history of being a place where county commissioners from across the northern lower peninsula gather (virtually for now) eight times each year for lively discussion, sharing successes and concerns, learning from each other, and from guest speakers on topics selected by the commissioners who participate. MSU Extension provides the educational staff support. Due to the pandemic, 2020 saw a transition from in-person to Zoom. Participation dropped off a bit at first, but rebounded later in the year, and early 2021 looks even stronger, with participation up 50% compared to the 2020 average.
- **Building Strong Sovereign Nations (BSSN): Anishinaabek Leadership for Seven Generations Tribal Governance Conference**, a program for elected and appointed tribal officials, also went virtual in early 2021 with recorded sessions available.
- MSU Extension facilitated a Ripple Map Evaluation in partnership with the Northwest Food Coalition's **Farm to Neighbor Program**. Increasing the amount of fresh and healthy food in food pantries was identified as a key leverage point - where you apply a little bit of resources in a system to get a big ripples effect of positive change. Many positive ripples were identified from this program, including building resiliency in the food system.
- **The Food Security Summit** was a six-part virtual series aiming to create space for people to learn about needs and resources and explore a shared understanding and a common vision to address regional food insecurity and hunger in the greater Grand Traverse region. The goals of the Summit were to create additional public awareness through sharing data and stories of care, resiliency, and change, and to highlight a



## Fostering Strong Communities, continued

whole-community issue that is rapidly increasing in severity with the onset of the COVID-19 pandemic. The Summit series was hosted by the Northwest Food Coalition, in partnership with Food Rescue of Northern Michigan, Groundwork Center for Resilient Communities, and Michigan State University Extension, and with financial support from Rotary Charities of Traverse City. Michigan State University Extension provided use of our zoom platform for the event and registration support as well as actively participated in the planning of the sessions.



Food insecurity and hunger were already-growing problems prior to the pandemic, and are now magnified. Our food system is broken and we collectively have an opportunity to improve it. These are immediate problems that need quick implementation and long-term solutions rooted in sound community-based policies, programs, and strategies.

The audiences for the Summit included those experiencing food insecurity, supporting a family member or neighbor experiencing food insecurity, working at a food pantry or at an agency providing food assistance, community members wanting to learn and support people experiencing food insecurity, those working at an organization that supports people, or a community that is experiencing food insecurity, or people simply curious about learning more about food and the future of our community.

Over 200 individuals registered for the series. Between 80-120 people participated in each session. Some people participated in one session, and some in all six. The majority of participants were from the Northwest Lower Michigan region, although there were some participants from other regions and states.

The Summit consisted of six sessions. Each topic-focused session lasted for 1.5 hours and was hosted on Zoom using a webinar-style format.

- Session 1 - Who In Our Community Is facing Food Insecurity? (December 8, 2020)
- Session 2 - What are the Sources of Food Assistance? (January 12, 2021)
- Session 3 - How do we Make Decisions to Address Community and Individual needs? (January 26, 2021)
- Session 4 - How do People in Need get Access to Healthy Food? (February 9, 2021)
- Session 5 - What Values Drive our Solutions? (February 23, 2021)
- Session 6 - What's Next? Chartering a Path Forward for Food Security for Our Community (March 9, 2021)

After each Summit session, participants were sent a link to an evaluation form. PDFs of each evaluation summary are available. Participants consistently rated the Summit highly by stating they “agree” or “agree a great deal” with the following statements:



## Fostering Strong Communities, continued

- The speakers and panelists communicated their ideas clearly.
- The speakers and panelists held my interest.
- The facilitator(s) encouraged participation.
- I was introduced to ideas and concepts that were new to me.
- I am inspired to learn more about this topic.
- I would recommend this session to others.
- The technology and virtual learning format worked well for me.

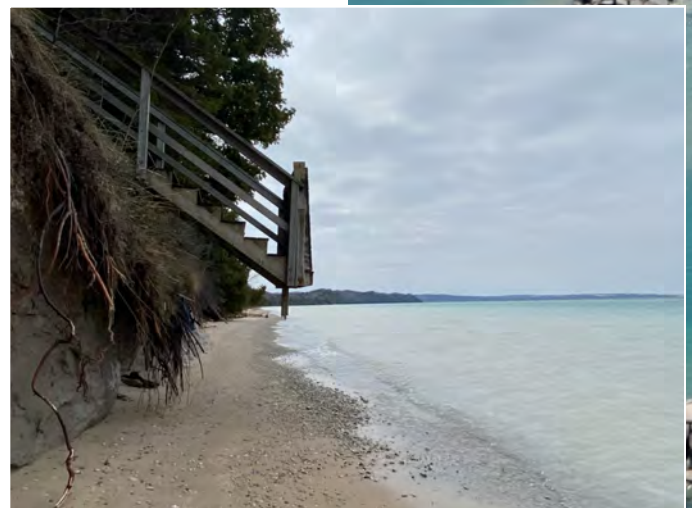


## Enhancing & protecting our Great Lakes coastal resources

### Sea Grant Extension

MSU Extension supports efforts to carry out Sea Grant programs throughout Leelanau County and the rest of Michigan. Michigan Sea Grant Extension helps apply research, conducts educational activities and is connected to more than 40 coastal counties. Extension Educators provide technology transfer by interpreting scientific knowledge for decision-makers, public officials, community leaders, businesses and industries. Michigan Sea Grant Extension provides targeted support focusing on marinas and other businesses, restoring coastal habitats and related industries, such as commercial and recreational fishing. In partnership with state and federal agencies, Extension Educators are responsive and proactive in addressing local, regional and national issues relevant to Michigan.

2020 was a record year of high Great Lakes water in Leelanau County, across the rest of Michigan and all along the Great Lakes coast. Michigan Sea Grant Extension worked with Fishtown Preservation Society, Leland Library and other units of government to provide informational sessions on high water, erosion and inundation issues and facilitate information sharing on permitting by state and federal agencies. Fishtown was forced to lift and raise some historic shanties because of the high water. Some boat launches were closed for the season while some marinas, such as Northport, were forced to raise docks to allow use of various boating slips and the harbormaster. The high static water facilitated storm impacts which caused significant erosion all along the Leelanau coast. While the first eight months of 2020 broke monthly record highs since the period of record began in 1918, due to dry conditions in fall, winter, and spring of 2020/2021, current Lake Michigan levels are well below the 2020 record highs with static water levels down about 16-20" from 2020 levels per month.



## MSU Extension Staff Serving Leelanau County:

Name	Role	Phone	Email
John Amrhein	Government & Public Policy	231-922-4627	amrhein@msu.edu
Terra Bogart	Nutrition & Physical Activity	231-779-9480	bogartte@msu.edu
Mark Breederland	Coastal Communities Development	231-922-4628	breederl@msu.edu
Julie Crick	Forestry & Natural Resources	989-275-7179	crickjul@msu.edu
Christina Curell	Cover Crop & Soil Health	231-745-2732	curellc@msu.edu
Mary Dunckel	Agriculture Literacy	989-354-9875	dunckelm@msu.edu
Phillip Durst	Beef	989-345-0692	durstp@msu.edu
Sarah Eichberger	Nutrition & Physical Activity	231-922-4836	eichber2@msu.edu
David Emmel	Community Prosperity	231-582-6482	david@northernlakes.net
Charles Gould	Bioenergy & Conservation	616-994-4547	gouldm@msu.edu
Kevin Gould	Food & Animal Systems	616-527-5357	gouldk@msu.edu
Tom Guthrie	Pork/Equine	517-788-4292	guthri19@msu.edu
Philip Kaatz	Forage/Commercial Agriculture	810-667-0341	kaatz@msu.edu
Heidi Lindberg	Greenhouse & Nursery	616-994-4701	wollaege@msu.edu
Erin Lizotte	Integrated Pest Management	231-944-6504	taylo548@msu.edu
Kara Lynch	Food Safety	989-317-4079	lynchka4@msu.edu
Michael Metzger	Small Ruminants & Foragers	517-788-4292	metzgerm@msu.edu
Stan Moore	Farm Business Management	231-533-8818	moorest@msu.edu
Esmaeil Nasrollahiazar	Wine Grapes	231-256-9888	nasroll2@msu.edu
Dennis Pennington	Wheat Systems	269-832-0497	pennin34@msu.edu
Emily Proctor	Tribal Governance	231-439-8927	proctor8@msu.edu
Bethany Prykucki	Leadership and Community Engagement	231-258-3320	prykucki@msu.edu
Mary Reilly	Government & Public Policy, Land Use	231-889-4277	reillym8@msu.edu
Nikki Rothwell	Commercial Fruit	231-946-1510	rothwel3@msu.edu
Jeannine Schweihofer	Meat Quality	810-989-6935	grobbej@msu.edu
J Robert Serrine	Community Food Systems/ Hops	231-256-9888	serrine@msu.edu
Sienna Suszek	4-H Supervision	989-354-9870	suszek@msu.edu
Michael Staton	Soybeans	269-673-0370	staton@msu.edu
Nate Walton	Home Horticulture/Master Gardener	231-256-9888	waltonn2@msu.edu
Benjamin Werling	Vegetable Crop Production	231-873-2129	werlingb@msu.edu
Brian Wibby	4-H Leadership/Civic Engagement	231-922-4621	wibby@msu.edu
Wendy Wieland	Product Center Innovation Counseling	231-348-1770	wieland5@msu.edu
Zac Williams	Poultry	517-355-8383	will3343@msu.edu
Casey Zangaro	Swine	989-875-5292	zangaroc@msu.edu

# EXECUTIVE DOCUMENT SUMMARY

Department: Clerk Contact Person: <u>Michelle L. Crocker</u> Telephone No.: <u>231-256-9824</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  08/10/2021
<b>Source Selection Method</b>	
<input type="checkbox"/> Select One  <input type="checkbox"/> Other: _____ Account Number (Funds to come from): _____	<b>VENDOR:</b> _____  Address/ Phone: _____

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____
------------------------	---------	--------------------------

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Information</u>

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

The terms of two members of the Leelanau Board of County Canvassers will expire on November 1, 2021, of this year - one Republican member and one Democratic member. The county committee of each political party is required to provide the County Clerk with the names of three nominees for the party's expiring seat on the Board no later than September 1, 2021. (MCL 168.24c(2)).

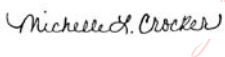
I will be bring these names forward to you at the September Executive Board meeting.

Michigan election law grants the County Board of Commissioners the authority to request any of the following from county canvasser nominees before making the requirement appointments:

- > A letter signed by the nominee indicating 1) an interest in serving on the Board of County Canvassers and 2) an intent to discharge the duties of the position to the best of his or her ability.
- > Information on any prior election experience, including canvassing elections.
- > Information on whether the nominee has been convicted of a felony or election crime.

The request today is to find out if there is interest to receive any of the information that you are allowed to receive under Michigan election law regarding the nominees.

**Suggested Recommendation:** No suggested recommendation.

Department Head Approval:  Digitally signed by Michelle L. Crocker  
Date: 2021.08.04 15:57:33 -04'00' Date: \_\_\_\_\_

# EXECUTIVE DOCUMENT SUMMARY

Department: Clerk Contact Person: <u>Michelle Crocker/Chet Janik</u> Telephone No.: <u>231-256-9824</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  08/10/2021
<b>Source Selection Method</b>	
<input checked="" type="checkbox"/> State Contract  <input type="checkbox"/> Other: _____ Account Number _____ (Funds to come from): _____	VENDOR: _____  Address/ Phone: _____

Budgeted Amount: <u>          \$ 259,052.32          </u>	Contracted Amount: <u>          \$ 206,736.62          </u>
-----------------------------------------------------------	-------------------------------------------------------------

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

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

Attached is Grant No. 2022-57 between the State of Michigan Indigent Defense Commission (MIDC) Department of Licensing and Regulatory Affairs (LARA) and Leelanau County for the FY 2022 Indigent Defense Grant Contract, for the grant period of October 1, 2021, through September 30, 2022.

**SUGGESTED RECOMMENDATION:**  
*I move to recommend to the Leelanau County Board of Commissioners to approve Grant #2022-57 between the State of Michigan MIDC LARA and Leelanau County for the grant period October 1, 2021, through September 30, 2022, with an authorized budget of \$259,052.32. Funding to come from FY State Grant Contribution \$206,736.62 and Local Share Contribution \$52,315.70, as presented.*

**Suggested Recommendation:**      Listed above.

Department Head Approval: Michelle L. Crocker Digitally signed by Michelle L. Crocker  
Date: 2021.08.04 11:09:28 -04'00'
Date: 08/04/2021



GRANT BETWEEN  
THE STATE OF MICHIGAN  
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)  
AND  
Leelanau County

**GRANTEE/ADDRESS:**

Name: Michelle Crocker  
Title: Clerk  
Address: 8527 E. Government Center Dr., Suite 101 Suttons Bay, MI 49682  
Phone: (231) 256-9824

**GRANTOR/ADDRESS:**

Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
611 W. Ottawa St.  
Lansing, MI 48933  
(517) 657-3060

**GRANT PERIOD:**

From: 10/01/2021 to 09/30/2022

**TOTAL AUTHORIZED BUDGET: \$259,052.32**

State Grant Contribution:	\$206,736.62
Local Share Contribution:	\$52,315.70

**ACCOUNTING DETAIL:** Accounting Template No.: 6411113T032

**SIGMA Vendor Code:** CV0053862

## **GRANT**

This is Grant # 2022-57 between the Michigan Indigent Defense Commission (Grantor), and Leelanau County (Grantee), subject to terms and conditions of this grant agreement (Agreement).

### **1.0 Statement of Purpose**

The purpose of this Grant is to provide funding to assist the Grantee (also referred to as local funding unit) to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the minimum standards approved by LARA on May 22, 2017 and October 29, 2020, and the process described in the Michigan Indigent Defense Commission Act (MIDC Act). The funding for this grant is contingent upon an appropriation by the Legislature that is signed by the Governor. Consistent with the MIDC Act, in the event that the funds appropriated apply to less than all of the minimum standards, the funding unit will not be required to fully comply with all of the minimum standards. In the event that an appropriation is insufficient to fully fund this grant, the amount of the grant will be reduced by the Grantor and the funding unit will not be required to fully comply with the minimum standards the original approved grant was designed to allow.

### **1.1 Definitions**

- A. Budget means the detailed statement of estimated costs approved as the Grantee's Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within the approved Cost Analysis.
- C. Compliance Plan or Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 et seq., as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.
- G. "Substantial Change" to a Compliance Plan is a change to the Plan or Cost Analysis that alters the method of meeting the objectives of the standard(s) in the approved Plan.

## 1.2 Statement of Work

The Grantee agrees to undertake, perform, and complete the services described in its approved Compliance Plan and in accordance with the MIDC Act, specifically Standards 1 through 5. The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of this Agreement in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC, addresses the prescribed methods Grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

## 1.3 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, without the prior written consent of the MIDC.
- C. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved. See section 1.3(E).
- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
  - 1) Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval by MIDC staff, but must be reported quarterly in the next financial status report.
  - 2) A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
  - 3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

#### 1.4 Payment Schedule

The maximum amount of grant assistance approved is \$206,736.62 ( Two Hundred Six Thousand Seven Hundred Thirty Six and 62/100)

Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2021 will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant by reducing the 2nd and 3rd disbursement equally. The maximum amount of grant assistance approved includes the unexpended funds reported from the previous fiscal year.

An initial advance of 25% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of up to 25% of the total state grant amount in accordance with the following schedule:

Initial Advance of 25% of total grant – Within 15 days of receipt of executed agreement

25% disbursement – January 15, 2022

25% disbursement – April 15, 2022

25% disbursement – July 15, 2022 (final payment)

The above schedule of disbursement of funds is contingent upon receipt of quarterly reporting as addressed in this section and section 1.5 of this document. Any disputed matters shall not cause delay in remitting any disbursements or in issuing a grant contract and funds for the next fiscal year. Disputed matters shall be acted on independently from undisputed matters. The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

Grant funds received to date;

Expenditures for the reporting period by budget category; and;

Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;

- All invoices related to experts and investigators;
- All invoices related to construction; and
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Any additional documentation/verification of expenditures shall not delay issuance of a grant contract or grant disbursements. Grantee's documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report for 10/1/21–12/31/21 – January 31, 2022

2nd FSR and compliance report for 1/1/22-3/31/22 – April 30, 2022

3rd FSR and compliance report for 4/1/22-6/30/22 – July 31, 2022

Final FSR and compliance report for 7/1/22-9/30/22 – October 31,2022

## **1.5 Monitoring and Reporting Program Performance**

- A. **Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.
- B. **Quarterly Reports.** The Grantee shall submit to the Grantor quarterly program reports on compliance with the minimum standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with Standards 1-5, identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. Grantee will use its best efforts to provide data relevant to assessing compliance as contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested by the report, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC research staff to seek additional options or ideas for the collection and retrieval of this information.

## **PART II - GENERAL PROVISIONS**

### **2.1 Project Changes**

Grantee must obtain prior written approval for substantial changes to the compliance plan from Grantor.

### **2.2 Delegation**

Grantee must notify the MIDC at least 90 calendar days before any proposed delegation with reasonable detail about Subgrantee and the nature and scope of the activities delegated. If any obligations under this Grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the Subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with Subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

### **2.3 Program Income**

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted indigent defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15).

### **2.4 Share-in-savings**

Grantor expects to share in any cost savings realized by Grantee in proportion of the grant funds to the local share.

### **2.5 Purchase of Equipment**

The purchase of equipment must be made pursuant to Grantee's established purchasing policy and if not specifically listed in the Budget, Grantee must have prior written approval of Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by Grantee unless otherwise specified at the time of approval.

### **2.6 Accounting**

Grantee must establish and maintain a restricted indigent defense fund in its local chart of accounts to record all transactions related to the Grant. The restricted fund will not lapse to the local general fund at the close of Grantee's fiscal year. Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Where the Grantee uses a nonprofit entity to provide indigent defense services as contemplated in its compliance plan and cost analysis, the Grantee shall ensure that the contract or agreement defining the nonprofit entities relationship allows for reasonable access, in its sole discretion, to financial records for monitoring by the Grantee and its representatives. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general

ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

**2.7 Records Maintenance, Inspection, Examination, and Audit**

Grantor or its designee may audit Grantee and the restricted indigent defense fund account to verify compliance with this Grant. Grantee must retain and provide to Grantor or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, Grantor and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by Grantee to Grantor by October 31 of each year as required under the MIDC Act.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

**2.8 Competitive Bidding**

Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts for representation of indigent or partially indigent defendants, and contracts for managed assigned counsel coordinators, are exempt from a competitive bid process but must meet standard internal procurement policies, as applicable.

**3.0 Liability**

The State is not liable for any costs incurred by Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

**3.1 Safety**

Grantee and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. Grantee and every subgrantee are responsible for compliance with all federal, state, and local laws 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. Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

### **3.2 Indemnification**

Each party to the Grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

### **3.3 Failure to Comply and Termination**

A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of the Act.

B. Termination for Convenience

Grantor may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If Grantor terminates this Grant for convenience, Grantor will pay all reasonable costs for approved Grant responsibilities. If the parties cannot agree to the cost to be paid by , the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in the Act.

### **3.4 Conflicts and Ethics**

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify Grantor of any violation or potential violation of this Section. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

### **3.5 Non-Discrimination**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

### **3.6 Unfair Labor Practices**

Under MCL 423.324, the State may void any Grant with a grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.



### **3.7 Force Majeure**

Neither party will be in breach of this Grant because of any failure arising from any disaster or act of God that are beyond its control and without its fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the MIDC determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

### **4.0 Certification Regarding Debarment**

Grantee certifies, by 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 Grantee is unable to certify to any portion of this statement, Grantee shall attach an explanation to this Agreement.

### **4.1 Illegal Influence**

Grantee 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 Grantee, 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 Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Grantee 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.

The State has relied upon this certification as a material representation. 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.

Grantee 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 Grantee, 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.

#### **4.2 Governing Law**

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. All claims relating to, or arising out of, this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

#### **4.3 Disclosure of Litigation, or Other Proceeding**

Grantee must notify Grantor within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively Proceeding) that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for Grantee is required to possess in order to perform under this Grant.

#### **4.4 Assignment**

Grantee may not assign this Grant to any other party without the prior approval of Grantor. Upon notice to Grantee, Grantor, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If Grantor determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform its obligations under the Grant.

#### **4.5 Entire Grant and Modification**

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Agreement. This Agreement may not be amended except by a signed written agreement between the parties.

#### **4.6 Grantee Relationship**

Grantee assumes all rights, obligations, and liabilities set forth in this Grant. Grantee, its employees, and its agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee,

and not Grantor or the State of Michigan, is responsible for the payment of wages, benefits, and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent grantee.

**4.7 Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of the Local Share as defined by MCL 780.983(h).

**5.0 Severability**

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

**5.1 Signatories**

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Signature:

,  
Bureau of Finance and Administrative Services  
Department of Licensing and Regulatory Affairs  
State of Michigan

Date:

Signature:

,  
Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
State of Michigan

Date:

Signature:

Representative: ,  
Date:  
Funding Unit: Leelanau County

GRANT NO. 2022-57

**Instructions for Completion of the Fiscal Year 2022 Cost Analysis**

Please complete all sections of the spreadsheet and narrative relevant to your request for grant funds. The cost analysis request is for the total adult criminal indigent defense system cost funded by the state grant, local share, and other funding sources. As noted in the narrative for each budget category, please highlight or make note of a new or changed budget request for FY22. Justification of expenses should include a clear statement as to how the position, contract, or item is a direct expense of the local indigent defense system. The request must include calculations for rates, hours and pricing of requested items. Please refer to the MIDC's GRANT MANUAL for guidance as to allowable costs. Click on 'Show Documents' to view the Grant Manual.

Does or will your system use a vendor/nonprofit model public defender office to provide indigent defense services?  Yes  No

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2022  
 Agency: Leelanau County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2022

5/18/2021

FOR OFFICE USE ONLY:		Version # _____	APP # 220068				
Line Item		Qty	Rate	Units	UOM	Total	State Grant
<b>Program Expenses</b>							
<b>1</b>	<b>Personnel</b>						
	MIDC Specialist - currently an employee Notes : This is as we transition on 10/1/2021 from Assigned Counsel System to Managed Assigned Counsel System. This is to provide coverage for a short period of transition time, which has been discussed with the prospective MAC Administrator that the county may enter into a contract with.	1.0000	27.870	70.000	HRS	1,950.90	1,950.90
<b>2</b>	<b>Fringe Benefits</b>						
	Employer FICA	0.0000	7.650	1950.900		149.24	149.24
	Life Insurance Notes : This would be less if the position is terminated in less time than anticipated.	0.0000	24.900	253.240		63.06	63.06
<b>Total for Fringe Benefits</b>						212.30	212.30
<b>Total Program Expenses</b>						2,163.20	2,163.20
<b>Contractual</b>							
<b>1</b>	<b>Contracts for Attorneys</b>						
	Managed Assigned Counsel Administration Notes : This is new for the FY 2022 due to Standard #5.	1.0000	100.000	450.000	HRS	45,000.00	45,000.00
	Assigned Counsel Notes : This is the Court Appointed Attorney Fees and associated costs with the Schedule. Request has been increased due to a 10% increase in the District Court Case	3.0000	39526.670	1.000	FS	118,580.01	118,580.01

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2022  
 Agency: Leelanau County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2022

5/18/2021

Line Item	Qty	Rate	Units	UOM	Total	State Grant
Fee and a 15% increase in the hourly rate for FC cases in Circuit Court. Attachment : AC_2_Fee and Attorney List FY 2021-2.PDF						
Assigned Counsel Notes : Scheduled Arraignment Days - 2 per week @ \$300.00 each day @ 52 weeks per year. Totals \$31,200 per year. These are evenly rotated between the three assigned attorneys.	1.0000	300.000	104.000	WKS	31,200.00	31,200.00
Assigned Counsel Notes : These are Arraignments in Circuit Court and are not part of the scheduled Arraignment Days. 10 @ \$100.00 each from the Fee Schedule.	1.0000	100.000	10.000	FS	1,000.00	1,000.00
Assigned Counsel Notes : This is for the Initial Interview. 455 @ \$85.00 each. This funding is the same request since the inception.	1.0000	85.000	455.000	MIDC	38,675.00	38,675.00
Assigned Counsel Notes : Arraignments not scheduled - held on off arraignment days, PV arraignments, BW arraignments, PPO Violation arraignments, FOC arraignments. 52 @ \$100.00. Request consistent with all prior years.	1.0000	100.000	52.000	FS	5,200.00	5,200.00
<b>Total for Contracts for Attorneys</b>					239,655.01	239,655.01
<b>2 Contracts for Experts and Investigators</b>						
Experts	1.0000	100.000	60.000	MIDC	6,000.00	6,000.00
Investigators	1.0000	75.000	80.000	MIDC	6,000.00	6,000.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2022  
 Agency: Leelanau County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2022

5/18/2021

Line Item	Qty	Rate	Units	UOM	Total	State Grant	
<b>Total for Contracts for Experts and Investigators</b>					12,000.00	12,000.00	
3	<b>Contracts for Construction</b>						
4	<b>Contracts Other</b>						
<b>Total Contractual</b>					251,655.01	251,655.01	
<b>Other Expenses</b>							
1	<b>Equipment</b>						
	Telephone/Cell Phone during transition Notes : 2 months of coverage during transition.	2.0000	64.200	0.000	MTH	128.40	128.40
2	<b>Training/Travel</b>						
	Mileage-Mileage for 3 attorneys to attend CDAM Notes : 3 attorneys @ 475 r/t miles for CDAM training. Form was prefilled with \$0.575; however Leelanau County per policy pays that IRS allowable rate which is currently \$0.56/mile	3.0000	0.575	475.000	MIL	819.38	819.38
	Lodging-Lodging for 3 for CDAM training Notes : CDAM lodging if necessary - three attorneys, one night each @ \$120.00/night per County Policy.	3.0000	120.000	3.000	NGT	1,080.00	1,080.00
	Meals-Meals for 3 for CDAM training Notes : Meals for three attorneys @ \$55.00/per day with overnight stay for three days each = 495.00	3.0000	55.000	3.000	DAY	495.00	495.00
	New Attorney training, mileage meals Notes : Costs should a new attorney be added - potential training costs.	1.0000	1000.000	1.000	VAR	1,000.00	1,000.00



Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2022  
 Agency: Leelanau County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2022

5/18/2021

Line Item	Qty	Rate	Units	UOM	Total	State Grant
NAPD Membership Notes : Membership	3.0000	40.000	1.000	MIDC	120.00	120.00
SADO Membership	3.0000	75.000	1.000	MIDC	225.00	225.00
Registration Fees-Conference Registration Notes : CDAM Registration/Training 3 @ \$360.00 each	3.0000	30.000	12.000	MIDC	1,080.00	1,080.00
<b>Total for Training/Travel</b>					4,819.38	4,819.38
<b>3 Supplies/Services</b>						
Computers Notes : 1/12 of yearly cost for computer assistance prorated. based on number of hours predicted prior to termination of employee.	1.0000	42.400	0.000	MTH	42.40	42.40
Building/Grounds Notes : Pro-rated office use during transition, which may bill out lower based on actual time for transition.	1.0000	243.930	0.000	MTH	243.93	243.93
<b>Total for Supplies/Services</b>					286.33	286.33
<b>Total Other Expenses</b>					5,234.11	5,234.11
<b>TOTAL EXPENDITURES</b>					<b>259,052.32</b>	<b>259,052.32</b>

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2022  
 Agency: Leelanau County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2022

5/18/2021

	Category	Total	State Grant	Narrative
<b>Program Expenses</b>				
1	Personnel	1,950.90	1,950.90	This is as we transition on 10/1/2021 from Assigned Counsel System to Managed Assigned Counsel System. This is to provide coverage for a short period of transition time, which has been discussed with the prospective MAC Administrator that the county may enter into a contract with.
2	Fringe Benefits	212.30	212.30	This is as we transition on 10/1/2021 from Assigned Counsel System to Managed Assigned Counsel System. This is to coverage a short period of transition time, which has been discussed with the proposed MAC Administrator.
<b>Total Program Expenses</b>		2,163.20	2,163.20	
<b>Contractual</b>				
1	Contracts for Attorneys	239,655.01	239,655.01	Leelanau County anticipates entering into an independent contractor agreement with Attorney Paul T. Jarboe to serve as Managed Assigned Counsel Coordinator. This is pending County Board of Commissioners approval sometime prior to October 1, 2021.
2	Contracts for Experts and Investigators	12,000.00	12,000.00	This reflects a \$2,000.00 increase from prior requests with the understanding that a request can be made to transfer money between these two line items.
3	Contracts for Construction	0.00	0.00	
4	Contracts Other	0.00	0.00	
<b>Total Contractual</b>		251,655.01	251,655.01	
<b>Other Expenses</b>				
1	Equipment	128.40	128.40	2 months of coverage during transition for the Assigned Counsel System. Terminated at the time we terminate the current employee.

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2022  
 Agency: Leelanau County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2022

5/18/2021

	Category	Total	State Grant	Narrative
2	Training/Travel	4,819.38	4,819.38	<p>3 attorneys @ 475 r/t miles for CDAM training. Form was prefilled with \$0.575; however, Leelanau County, per policy, pays that IRS allowable rate which is currently \$0.56/mile.</p> <p>CDAM lodging if necessary - three attorneys, one night each @ \$120.00/night per County Policy.</p> <p>Meals for three attorneys @ \$55.00/per day with overnight stay for three days each = 495.00</p> <p>Costs should a new attorney be added - potential training costs.</p> <p>Membership and training: NAPD, SADO, and CDAM for three attorneys.</p>
3	Supplies/Services	286.33	286.33	Pro-rated office and computer costs paid for by County. These costs will cease as soon as transition is complete - which is anticipated to be October or November 2021.
<b>Total Other Expenses</b>		5,234.11	5,234.11	
<b>TOTAL EXPENDITURES</b>		<b>259,052.32</b>	<b>259,052.32</b>	

**Source of Funds**

	Category	Total	State Grant	Local Share	Other Funding Sources	Narrative
1	Source of Funds					
	State Grant Contribution	206,736.62	206,736.62	0.00	0.00	

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2022  
 Agency: Leelanau County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2022

5/18/2021

	Local Share Contribution	52,315.70	0.00	52,315.70	0.00	
	Program Revenue	0.00	0.00	0.00	0.00	
	Previous Year Unspent Funds	0.00	0.00	0.00	0.00	
	<b>Total Source of Funds</b>	259,052.32	206,736.62	52,315.70	0.00	
	<b>Totals</b>	259,052.32	206,736.62	52,315.70	0.00	

# EXECUTIVE DOCUMENT SUMMARY

Department: Administration Contact Person: <u>Michelle L. Crocker</u> Telephone No.: _____	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  08/10/2021
<b>Source Selection Method</b>	
<input type="checkbox"/> Select One  <input checked="" type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>#260</u>	VENDOR: _____  Address/ Phone: _____

Budgeted Amount: _____ \$ 45,000.00	Contracted Amount: _____ \$ 45,000.00
-------------------------------------	---------------------------------------

Document Description	
<input checked="" type="checkbox"/> Professional Service	<input checked="" type="checkbox"/> Other <u>Contract</u>

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

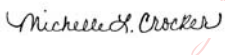
This is a request to enter into an Attorney-Administrator Independent Contractor Agreement with Attorney Paul Jarboe, of Jarboe & Pfeil, for the Michigan Indigent Defense Commission (MIDC). This is being requested in order to be compliant with the adoption of Standard #5 of said Act. The Management Assigned Counsel has been approved in the Application - Compliance Plan and Cost Analysis Renewal for FY 2022. Leelanau County would phase out the MIDC Specialist currently employed with Leelanau County, shortly after October 1, 2021.

Attorney Jarboe currently performs this function in the other two counties within our Circuit and District - Antrim County and Grand Traverse County.

The contract is currently under review with Cohl, Stoker, and Toskey and will be sent under separate cover.

***Proposed motion:*** I move to recommend that the Leelanau County Board of Commissioners waive its policy on bid requirements and, pending counsel review and approval, enter into an Independent Contractor Agreement with Attorney Paul Jarboe, of Jarboe & Pfeil, Attorneys, as the Indigent Defense Attorney- Administrator for Leelanau County in the amount of \$45,000.00, for the period of October 1, 2021 - September 30, 2022; funds to come from Fund #260, Indigent Defense Fund.

***Suggested Recommendation:***

Department Head Approval:  Digitally signed by Michelle L. Crocker  
Date: 2021.08.04 15:04:34 -04'00' Date: \_\_\_\_\_

# EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff's Office Contact Person: Undersheriff J. Kiessel Telephone No.: 231-256-8602	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  08/10/2021
<b>Source Selection Method</b>	
<input type="checkbox"/> Select One  <input checked="" type="checkbox"/> Other: Marine Donation Fund Account Number (Funds to come from):	<b>VENDOR:</b> _____  Address/ Phone: _____

Budgeted Amount: _____ \$ 0.00	Contracted Amount: _____ \$ 0.00
--------------------------------	----------------------------------

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

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

The Sheriff's Office recently received a donation check in the amount \$500.00 from a local civic organization for the Marine Safety Division. Although this organization is well known throughout the county they have asked that the donation remain anonymous. As consistent with Board of Commissioners rules, the Sheriff's Office asks to accept the donation on behalf of the county and place it into account Marine Donations - Revenue 101.000.000.674.006.

**Suggested Recommendation:** Motion to recommend that the County Board of Commissioners allow the Sheriff's Office to accept an anonymous donation in the amount of \$500.00 and place it into account 101.000.000.674.006.

Department Head Approval:  45-1 Date: \_\_\_\_\_

# EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff	<b>Submittal Dates</b>	
Contact Person: Undersheriff J. Kiessel	<input checked="" type="checkbox"/> Executive Board: 08/10/2021	
Telephone No.: 231-256-8602	<input type="checkbox"/> Regular Session: _____	
<b>Source Selection Method</b>		
<input type="checkbox"/> Bid Select One	<b>VENDOR:</b> _____	
<input checked="" type="checkbox"/> Other: Marine Donation Fund	Address/	
Account Number	Phone: _____	
(Funds to come from): _____		


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

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

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

The Sheriff's Office recently received a check in the amount of \$7500.00 from local residents as thanks and gratitude for recent assistance and continued service of the Sheriff's Office, specifically the Marine Patrol Division. Although the family is known, they have asked that the donation remain anonymous and go towards the Marine Safety Division. As consistent with Board of Commissioners rules, the Sheriff's Office asks to accept the donation on behalf of the County and place it into account Marine Donations - Revenue 101.000.000.674.006.

**Suggested Recommendation:** Motion to recommend that the County Board of Commissioners allow the Sheriff's Office to accept an anonymous donation in the amount of \$7500.00 and place it into account 101.000.000.674.006.

Department Head Approval:  45-1 Date: 07/20/2021





# 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  08/10/2021
<b>Source Selection Method</b>	
<input checked="" type="checkbox"/> Quotation  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>230 - Recycling Grant</u>	<b>VENDOR:</b> _____  Address/ Phone: _____

Budgeted Amount: <u>\$ 27,456.00</u>	Contracted Amount: <b>To Be Determined</b>
--------------------------------------	--------------------------------------------

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

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

The Solid Waste Council and Planning department have worked for some time on the prospect of acquiring cameras for the recycling sites - for monitoring and surveillance of illegal use and dumping. Much time has been spent testing trail cameras, locations for mounting, viewing photos and trying to order equipment. It turned out the trail cameras were not sufficient for the monitoring needed at the sites.

The Director reviewed several local surveillance and security firms in the area and then met with one to evaluate cameras for the busiest site in the county - Elmwood Township. Due to the location, available electrical and the township building next to the site, the cost came in under \$2,000 and was allowed per the county's budget rules. Two cameras for this site have been ordered and will be installed before the end of the month.

The Solid Waste Council unanimously passed a motion at its July 6 meeting to allow the Director to pursue signs and cameras, and to work with American Waste (within their contract) to do additional cleanup at the sites. The Director then put a Request for Quotes up on the bidnet site which the county uses for all quotes, bids, and proposals. This request is for cameras at up to six (6) more recycling sites. These steps are being taken to address calls and emails from citizens and local officials, concerning the illegal dumping and the appearance of the sites. Quotes are due on Monday, August 9 and will be opened and brought to the County Board Executive Committee meeting with a recommendation.

NOTE: The budgeted amount listed above is the amount in the Recycling Grant. Cameras are an allowable expense under the grant and the Director is proposing that any cameras purchased be done so with Fund 230 (Recycling Fund), and then reimbursed through the Recycling Grant. The grant expires October 31, 2021 so timing is important in order to acquire cameras and obtain reimbursement under the grant.

**Suggested Recommendation:** NOTE: A recommendation will be brought forth for consideration at your Executive Committee meeting, once any received quotes are opened and reviewed.

Department Head Approval: Trudy J. Galla Date: 08/03/2021

# 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 08/10/2021
<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: _____ \$ 0.00	Contracted Amount: _____ \$ 0.00
--------------------------------	----------------------------------

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

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

Enclosed please find the updated Capital Improvement Program (CIP) for Leelanau County. This document was unanimously approved by the Leelanau County Planning Commission at its July 27, 2021 meeting. The document was created under the Michigan Planning Enabling Act which gives the authority to planning commissions to develop a CIP for the governing body. Annual reviews/updates are also completed by the planning commission.

Proposed changes to last year's document include:

- Change in photo layouts.
- New dates / commissioner names
- Updated information for the towers
- Updated charts for proposed projects, including eight (8) new projects for 2022 (Item numbers starting with '2022') Item numbers are listed by the year they are submitted.
- Total projects listed in the CIP total over \$6.37 million dollars and are spread out over several years.

NOTE: There is no budget listed on this EDS document for the task of completing the CIP each year. The update is part of the regular work load for staff and the county planning commission.

**Suggested Recommendation:** Motion to approve (or accept) the 2022 thru 2027 CIP for Leelanau County.

Department Head Approval: Trudy J. Galla Date: 08/03/2021

# Leelanau County Capital Improvements Program (CIP)

2022 through 2027



*Leelanau County Government Center*



*Leelanau Veterans Memorial*

*Prepared by: Leelanau County Planning Commission, pursuant to the Michigan Planning Enabling Act*

*Prepared by the Leelanau County Planning Commission  
Accepted by the Leelanau County Board of Commissioners \_\_\_\_\_*

**Board of Commissioners**

William Bunek - Chairman  
Melinda Lautner, Vice-Chair  
Gwenne Allgaier  
Rick Robbins  
Debra Rushton  
Patricia Soutas-Little  
Ty Wessell

**Administrator's Office**

Chet Janik, County Administrator  
Laurel Evans, Executive Assistant

**Planning Commission (Capital Improvement Planning Committee)**

Steve Yoder - Chairman, Casey Noonan - Vice Chairman,  
Melvin Black - Chair Pro-Tem, Gail Carlson, Nathan Griswold, Dan Hubbell,  
Melinda Lautner, Robert Miller, Tom Nixon, Kim Todd, Amy Trumbull

**Planning Department**

Trudy Galla, AICP, Planning Director  
Gail Myer, Senior Planner  
Jenny Romo, Secretary

Leelanau County Planning Commission &  
Leelanau County Planning & Community Development Office:  
8527 E. Government Center Dr., Suite 108  
Suttons Bay, MI 49682

Tel: (231) 256-9812  
Website: [www.leelanau.gov](http://www.leelanau.gov)

**Leelanau County**  
**Capital Improvements Program**  
2022 through 2027

---

**Table of Contents**

**Part I: Overview** - page 1,

Authority

What is a CIP?

    Benefits

    Features

    Why is the CIP Important?

    What is a Capital Improvement?

    Is every project a CIP?

CIP Development Process

Implementation

Organization Structure

Community Profile

Evaluating Capital Improvement Project Requests

    Criteria

    Project Ranking

    Project Prioritization

Definitions

Capital Project Financing

Commissions and Authorities

Recommendations

**Part II: Existing Capital Facility Inventory** - page 9

**Part III: Recommended Capital Improvements** - page 21

Recommended Capital Improvements: Descriptions and Budgets

**Part IV: Recommendations** - page 27

Approved Submittal Form

## **PART I: OVERVIEW**

### **AUTHORITY**

This Capital Improvement Program (CIP) is developed under Section 65 of the Michigan Planning Enabling Act, Act 33 of 2008, which states:

**125.3865 Capital improvements program of public structures and improvements; preparation; basis.**

Sec. 65.

(1) To further the desirable future development of the local unit of government under the master plan, a **planning commission, after adoption of a master plan, shall annually prepare a capital improvements program of public structures and improvements**, unless the planning commission is exempted from this requirement by charter or otherwise. If the planning commission is exempted, the legislative body either shall prepare and adopt a capital improvements program, separate from or as a part of the annual budget, or shall delegate the preparation of the capital improvements program to the chief elected official or a nonelected administrative official, subject to final approval by the legislative body. **The capital improvements program shall show those public structures and improvements, in the general order of their priority, that in the commission's judgment will be needed or desirable and can be undertaken within the ensuing 6-year period.** The capital improvements program shall be based upon the requirements of the local unit of government for all types of public structures and improvements. **Consequently, each agency or department of the local unit of government with authority for public structures or improvements shall upon request furnish the planning commission** with lists, plans, and estimates of time and cost of those public structures and improvements. (Emphasis added)

### **WHAT IS A CIP?**

A Capital Improvement Program (CIP), is a short-range plan, which identifies capital projects and equipment purchases, provides a planning schedule and identifies options for financing the plan. Essentially, the plan provides a link between a

- ❖ municipality, school district, parks and recreation department and/or other local government entity, and the
- ❖ entity's comprehensive and strategic plans, and the
- ❖ entity's annual budget.

A CIP is an outline used to designate the financing and prioritizing of upcoming improvement projects. A CIP is used to detail community renovations or improvements and plan out finances for equipment and materials and dates for projects to be started and completed.

### **Benefits:**

A CIP provides many benefits including:

- A systematic evaluation of all potential projects at the same time.
- The ability to stabilize debt and consolidate projects to reduce borrowing costs.
- Serves as a public relations and economic development tool.
- A focus on preserving a governmental entity's infrastructure while ensuring the efficient use of public funds.
- An opportunity to foster cooperation among departments and an ability to inform other units of government of the entity's priorities. For example, it is not uncommon for a

large city or county to incorporate into its CIP the capital needs of a school district, parks and recreation department and/or some other public service structure.

### **Features:**

The CIP typically includes the following information:

- A listing of the capital projects or equipment to be purchased.
- The projects ranked in order of preference.
- Financing options.
- A timetable for the construction or completion of the project.
- Justification for the project.
- Explanation of expenses for the project.

### **Why is the CIP Important?**

Since County government has limited resources for capital investments, it must have a process for selecting those with the greatest public benefits, to make sure taxpayers receive the maximum return on their investment. It is therefore important that government has a clear assessment of its needs and a process for comparing the relative benefits of different projects with one another.

The process and development of a long-term CIP can realize the following benefits:

***Focus attention of community goals and needs.*** Capital projects are prioritized based on need. The CIP can also be used as a tool to achieve goals and objectives.

***Allow for an informed public.*** The CIP keeps the public informed about future capital investment plans and provides opportunity for them to be involved in the process.

***Encourage more efficient program administration.*** Work can be more effectively scheduled and available personnel and equipment can be better utilized when it is known in advance what, when, and where projects will be undertaken.

***Identify the most economically sound method of funding projects.*** Through proper planning, the need can be foreseen and action can be taken before the need becomes so critical that immediate funding may be required.

***Enhance the County's credit rating.*** Keeping planned projects within the financial capabilities of the County may lead to better credit ratings.

***Help plan for future debt.*** The CIP can be an effective tool to plan for future debt, and identify methods for funding long-term debt for large projects.

### **Making Good Decisions**

Understanding the available options for funding capital improvements is essential to good decision-making. Equally important is the completion of five-year revenue and expenditure projections, the adoption of debt and reserve policies, and the implementation of a thoughtful capital request evaluation process. With this type of information in hand, municipal leaders are better equipped to act in ways that effectively protect public assets and realistically plan for the future.

### **What is a Capital Improvement?**

A capital improvement is a major, non-routine expenditure for new construction, improvements to existing buildings, facilities, land, streets, storm sewers, and expansion of parks, to name a few. A capital improvement has a relatively high monetary value, a long-life expectancy, and results in the creation of an asset or extends the life of existing assets. The cost of the capital improvement includes design, legal fees, land, operating equipment, furniture, construction, etc. that is necessary to put the asset into service.

Planned capital improvement projects improve our infrastructure including streets we drive on, water we drink, libraries we visit, and parks we visit. A capital need includes various project types such as:

1. Bikeways
2. Bridges
3. Drainage and flood control facilities
4. Libraries
5. Parks and recreation centers
6. Police, fire stations
7. Street improvements
8. Utilities
9. Water and sewer facilities and pipelines
10. Buildings

### **Is every project a CIP?**

No. Every project is not a CIP. CIP descriptions clearly establish that a project is capital in nature. What makes it capital in nature is the construction, purchase, or major renovation of buildings, utility systems, and other facilities; in addition to land acquisition and roadway projects. Some projects will be considered as annual maintenance or activities related to supporting day-to-day operations. (Items such as maintenance costs or replacement costs may still be included in the CIP, even if not considered a project. Examples include: pavement maintenance, replacement of heating/cooling, software/hardware).

### **CIP DEVELOPMENT PROCESS**

The development of a capital improvement program is a continual process and, consequently, should be viewed as a working document. Therefore, while the document covers a six-year planning perspective, it is revised every year in order to accommodate new projects, reflect changes in ongoing projects, and extend the program an additional year.

The first year of the plan is incorporated into the annual budget to appropriate funds. Improvements identified in subsequent years are approved only on a planning basis and do not receive expenditure appropriation. As County projects are completed, projects in future years are added in order to identify and quantify future needs.

Projects included in the CIP are either County managed projects or include just the County's share of projects that will be managed by other agencies. If an outside agency will contribute funding directly to the County for a project that the County will manage, then that cost and funding are included in the project budget. The CIP includes all capital projects which are to be financed in whole or in part from funds subject to control or appropriation by the County. Therefore, the CIP includes bond appropriations (general obligation, certificates of obligation and revenue bonds), General Revenues – Cash, Impact Fees, Developer Contributions, and any Federal, State or private foundation grant funds or loans received by the County for capital improvement projects.

### **IMPLEMENTATION**

The County considers input from the citizens, the Planning Commission, County staff, and the General Plan in the Capital Improvement Program's preparation. A project list is compiled, prioritized by year, and cost estimates assigned. The County Administrator, County Treasurer and Accounting Department will look at the need to issue debt, potential impact on the tax rate (if any), and available funds. The Planning Commission will review potential projects and rank projects. Prior to the start of the budget process, the Commission will prepare an update to the CIP and a list of recommendations for capital improvements over the next six (6) years. A final draft of the CIP and list of recommendations is sent to the County Board to consider and approve. The County Board will consider the CIP and recommendations in its annual budget process. Upon Board approval, the CIP is reproduced and distributed for implementation. **Department heads are still responsible for following county policies and procedures for capital improvement projects, and obtaining County Board approval prior to the beginning of any project.**



Funding for CIP projects are derived from various sources, including General Revenues, Special Funds, Contributions, Federal and State funds, 2% allocation funds, donations, loans, and grants. Projects identified as 'unfunded' may be considered as part of a future bond referendum.

**ORGANIZATION STRUCTURE**

The structure of County government in Michigan is guided in large part by state statute. There are seven elected officials that comprise the County Board of Commissioners. There are also seven individual elected officials (Clerk, Drain Commissioner, Prosecutor, Register of Deeds, Road Commission, Sheriff, and Treasurer) who represent the statutory responsibilities of each office. In addition, there are independently elected judges who oversee Circuit Court; Probate Court, and District Court. Non-elected county offices include: Accounting, Administrator, Building Safety, Emergency Management/9-1-1 Central Dispatch, Equalization, Information Technology, Maintenance, MSU Extension, Planning & Community Development, and Senior Services.

**COMMUNITY PROFILE**

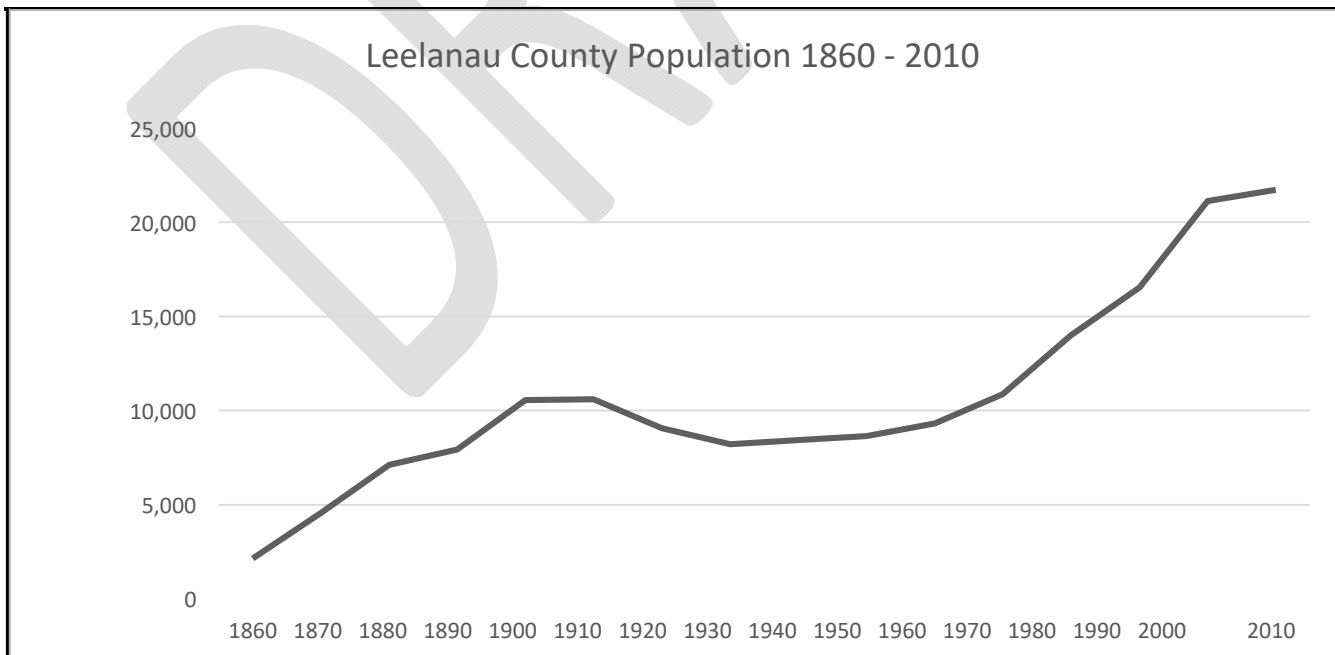
**Population**

*Source: U.S. Census Bureau*

Leelanau County was established in 1863 and is one of 83 counties in the State of Michigan. The County itself is a peninsula surrounded by Lake Michigan on three (3) sides. The county is comprised of 11 townships, 3 villages, the Grand Traverse Band of Ottawa & Chippewa Indians Tribe, and a portion of the City of Traverse City.

Leelanau County consists of 348.5 square miles of land. The County owns or jointly owns land for parks and facilities. Facilities owned include: Law Enforcement Center, Government Center (Courthouse), three county parks, Leland Dam, and Communication Towers.

Suttons Bay Township is the County Seat as of 2008, when the County moved its government facilities from the unincorporated village of Leland. The County experienced a continuous increase in population from the 1930 Census to the 2010 Census. The majority of the population growth in the County is attributable to domestic migration, rather than a natural increase (births minus deaths). The County has a population density of approximately 62 people per square mile.



In 2019, the median age of Leelanau County residents was 54.1, an increase from the 2017 median age of 53.3. Michigan’s median age is 39.8, and the United States median age is 38.5.

Leelanau County persons per household is 2.3 compared to Michigan (2.5) and the United States (2.6). Leelanau County continues to attract older adults while the existing population continues to age.

<b>Leelanau County, Michigan</b>	
<b>Population by Age Group</b>	<b>2019 Percent of Population</b>
Age 0 to 9 years	8%
Age 10-19 years	9%
Age 20-29 years	9%
Age 30-39 years	8%
Age 40-49 years	10%
Age 50-59 years	15%
Age 60-69 years	20%
Age 70-79 years	13%
Age 80+ years	7% +
<b>Total Population</b>	<b>21,652</b>
<i>+ Margin of error is at least 10 percent of the total value.</i>	
Source: Leelanau County Population - ACS Survey 2019 5-year estimates. <a href="https://censusreporter.org/profiles/05000US26089-leelanau-county-mi/#age">https://censusreporter.org/profiles/05000US26089-leelanau-county-mi/#age</a>	

**EVALUATING CAPITAL IMPROVEMENT PROJECT REQUESTS**

**Criteria**

The planning criteria outline a structure of goals, limitations, and philosophies, which frame and direct the process of the plan. The criteria are also used to test alternative approaches to facilities needs in order to identify optimum strategies for the County. Like other components of the plan, the criteria should be periodically reviewed and updated so that the plan reflects the current priorities of the County.

- **Risk to Public Health or Safety** - To protect against a clear and immediate risk to public safety or health.
- **Deteriorated Facility** - A capital investment that deals with a deteriorated facility or piece of equipment. The action taken may be either 1) reconstruction or expensive rehabilitation to extend its useful life to avoid or to postpone replacing it with a new or more costly one; or 2) replacement of the facility or piece of equipment with a new one.
- **Systematic Replacement** - A capital investment that upgrades a facility or piece of equipment as part of a systematic replacement program. This investment assumes that the equipment will be restored to at least the same level of service.
- **Improvement of Operating Efficiency** - A capital investment that substantially and significantly improves the operating efficiency of a department, or an expenditure that has a very favorable return on investment with a promise of reducing existing, or future increases in operating expenses.

- **Coordination** - 1) An expenditure that is necessary to ensure coordination with another CIP project; 2) A project that is necessary to comply with requirements imposed by others (*for example: EPA requirements*); 3) A project that meets established goals or objectives of the Board of Commissioners.
- **Protection and Conservation of Resources** - 1) A project that protects natural resources that are at risk of being reduced in amount or quality; or 2) A project that protects the investment in existing infrastructure against excessive demand or overload that threatens the capacity or useful life of a facility or piece of equipment.
- **New or Substantially Expanded Facility**– Construction or acquisition of a new facility (including land), or major expansion thereof, that provides a service, or level of service, not now available.

### **Project Ranking**

If a project passes the Criteria Evaluation and is determined to be a project to list in the CIP, then the County Planning Commission ranks each project based on 4 different categories. This step is also recommended to be completed by the County Board of Commissioners for comparison with project ranking. Categories for the project ranking are:

- A. Public Health & Safety
- B. Consistency and Coordination
- C. Efficiency / Level of Service
- D. Funding

### **Project Prioritization**

After a project is ranked, the County Planning Commission gives it a priority rating. The rating indicates the following:

#### **PRIORITY 1 - Urgent**

- Corrects an emergency or condition dangerous to public health, safety or welfare; or
- Complies with federal or state requirement whose implementation time frame is too short to allow for longer range planning; or
- Satisfies a legal obligation; or
- Meets requirements imposed by others which have a short time frame to complete.

#### **PRIORITY 2 - Important**

- Prevents an emergency or condition dangerous to the public health, safety, or welfare; or
- Is consistent with an adopted or anticipated element of the County General Plan or Parks & Recreation Plan, a federal or state requirement whose implementation time frame allows longer range planning, or a board approved policy; or
- Is required to complete a major public improvement (this criterion is more important if the major improvement can not function without the project being completed, and is less important if the project is not key to the functioning of another project); or
- Provides for a critically needed community program.

#### **PRIORITY 3 - Desirable**

- Would benefit the community; or
- Worthwhile if funding becomes available; or
- Can be postponed without detriment to present services

## **DEFINITIONS**

### **Maintenance Budget** (Short term Element 1 year)

Annual appropriation of funds for specific facilities, equipment, and improvements.

### **Capital Improvement Program** (6 years)

A proposed schedule of public projects and facility improvements to be built or completed by the County over the next six (6) years. The Program is a “rolling” process and subsequent year items in the Program are evaluated annually and advanced each fiscal year. Projects are approved on a planning basis only, and do not receive ultimate expenditure authority until they are eventually incorporated into the annual Budget.

### **Capital Improvement Project**

A capital improvement project is a durable, fixed asset, with a lifetime of more than one year and has a value of more than \$5,000 per unit, such as:

- 1) Any acquisition of land for a public purpose;
- 2) Any construction of a new facility (e.g., a public building, or water lines, playfield, or the like) or an addition to, or extension of, such a facility;
- 3) A rehabilitation or major repair of all or a part of a building, its grounds, or a facility, or of equipment,
- 4) Purchase of major equipment

### **Criteria**

A means to evaluate proposed capital improvement project requests.

### **Facility**

A building or buildings owned by the County which houses County operations and services.

### **Parcel**

Land owned by the County.

**Priority** – a rating for a project indicating it is Urgent, Important, or Desirable.

## **CAPITAL PROJECT FINANCING**

Financing capital projects often requires a package of revenue sources. Project financing tools that the County may consider are as follows:

“Pay-as-you-go” - The simplest method of financing capital improvements is “Pay-as-you-go.” This approach involves appropriating funds to a capital improvement fund each year until the balance is sufficient to pay the cost of a project. It may involve the use of grant funds. It may also involve levying a special assessment or fee that is put aside in a special fund until enough is accumulated to make the improvement. There are drawbacks to “Pay-as-you-go.” Inflation may increase project costs so that the targeted amount may rise over time. Construction costs may increase while the money is being set aside. In addition, there is no immediate benefit to diverting funds to save for a proposed project.

Lease and/or Lease-Purchase - An agreement to pay for the use of a building, facility or piece of equipment for a period of time, with or without the option to purchase at the end of the timeframe.

Grants and/or Awards - these could include local, state or federal grants or awards, as well as 2% allocation funds from the local Tribe.

Millage - a voter approved amount added to tax bills for a specific length of time.

Special Assessment - a charge added to a tax bill for a property located within a 'special assessment district' (such as a sewer district).

Donations - donations made to the County for a specific purpose (such as donations for the Veterans Memorial).

Bonds<sup>1</sup> - Issues related to bonding include bonding limits and bond terms. Depending on the type of bond, the project and current debt, bonding limits, or how much debt a county may incur, the term of the bonds have legal and practical considerations that must be determined prior to funding a project. The term of the bonds is the length of the time to repay the bonds.

#### General Obligation Bonds

General obligation bonds are backed by the authority of the county to levy taxes in any amount without limit to repay the debt. A county board may issue such bonds only if voters specifically approve the issue and give a county board the authority to increase taxes if necessary, to repay the general obligation debt.

#### Limited General Obligation Bonds

As an alternative to general obligation bonds, limited general obligation bonds are guaranteed by collection of delinquent taxes, tax sale proceeds, and rebates from local units if necessary. This approach does not require voter approval.

#### Revenue Bonds

Revenue bonds are secured only by the net revenues a project generates. Typical public improvements funded by revenue bonds include water and sewer systems, housing facilities, parking ramps and others. The key to financing a project with revenue bonds is whether the project generates revenues through charges for services and whether the project revenues are sufficient to both operate the facility and repay the debt.

Lease Financing - Lease financing of capital assets provides another alternative to the County and may be used for both equipment acquisitions and major improvement and construction projects.

Property Disposal - Disposal (selling) of currently owned property or resources (land, timber, equipment, etc.) is a method for the county to raise necessary funds to use on capital projects.

User Fees - fees for a permit or pass to use a service or facility. Generates revenue for a specific cause or site.

---

<sup>1</sup> Michigan Department of Treasury website.

## **COMMISSIONS AND AUTHORITIES**

The following commissions and authorities provide financing oversight of facilities, management of facilities and long-range planning:

**County Treasurer** – responsible for the receipt, custody, investment, and disbursement of all County funds.

**Buildings & Ground** - The Buildings & Grounds department assists with furnishing, equipping, improving, enlarging, operating, and maintaining a building or buildings, parking lots or structures, etc.

**Parks & Recreation Commission** - The Parks and Recreation Commission is an advisory commission to the County Board of Commissioners for the county owned parks.

**Planning Commission** - Responsibilities of the County Planning Commission include development and implementation of the *Leelanau General Plan*; review local land use plans and zoning ordinances; prepare and update a Capital Improvement Program; provide planning and zoning information, education and outreach; and, review all County property purchases and development projects according to state statute.

**County Board of Commissioners** – Review recommendations from the County Planning Commission and approve capital expenditures and financing.

## **Part II: Existing Capital Facility Inventory**

The Existing Capital Facility Inventory is shown on the following maps and charts. This information was derived from County property records, and listings with the county's insurance carrier – Michigan Municipal Risk Management Authority (MMRMA). The Inventory is updated annually, as capital projects are completed and moved out of Part III Recommended Projects, or as property / equipment is sold.

# MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

Member: Leelanau County

## POLICY PROPERTY LIST REPORT EFFECTIVE DATES 1/1/2021 To 1/1/2022

Location Address		Location Description		
1.	8527 East Government Center Drive, Suttons Bay, MI 49682	Government Center		
	<b>Building Description</b>	<b>Building Value</b>	<b>Contents Value</b>	<b>Total Value</b>
	Government Center	\$11,451,000	\$6,232,000	\$17,683,000
	Law Enforcement Center	\$9,474,000	\$946,000	\$10,420,000
	WWTP Plant	\$236,000	\$11,000	\$247,000
	Pump/Well House	\$149,000	\$8,000	\$157,000
	Pole Building	\$178,500	\$75,000	\$253,500
	Storage Building	\$3,345	\$2,063	\$5,408
	<b>Location Totals</b>	<b>\$21,491,845</b>	<b>\$7,274,063</b>	<b>\$28,765,908</b>

Location Address		Location Description		
2.	11750 East Davis Road, Northport, MI 49670	Omena Tower		
	<b>Building Description</b>	<b>Building Value</b>	<b>Contents Value</b>	<b>Total Value</b>
	Omena Control Building & Tower	\$162,000	\$72,000	\$234,000
	<b>Location Totals</b>	<b>\$162,000</b>	<b>\$72,000</b>	<b>\$234,000</b>

Location Address		Location Description		
3.	1095 South Pit Road, Lake Leelanau, MI 49653	Central Tower		
	<b>Building Description</b>	<b>Building Value</b>	<b>Contents Value</b>	<b>Total Value</b>
	Central Control Building & Tower	\$326,000	\$85,000	\$411,000
	<b>Location Totals</b>	<b>\$326,000</b>	<b>\$85,000</b>	<b>\$411,000</b>

Location Address		Location Description		
4.	9237 South Tower Road, Cedar, MI 49621	Maple City Tower		
	<b>Building Description</b>	<b>Building Value</b>	<b>Contents Value</b>	<b>Total Value</b>
	Maple City Control Building & Tower	\$139,000	\$25,000	\$164,000
	<b>Location Totals</b>	<b>\$139,000</b>	<b>\$25,000</b>	<b>\$164,000</b>

Location Address		Location Description		
5.	1397 West Burdickville Road, Maple City, MI 49664	Myles Kimmerly Park		
	<b>Building Description</b>	<b>Building Value</b>	<b>Contents Value</b>	<b>Total Value</b>
	Maintenance Garage	\$63,500	\$44,000	\$107,500
	Restrooms	\$48,055	\$0	\$48,055
	Barn 1	\$107,000	\$0	\$107,000
	Barn 2	\$63,500	\$10,923	\$74,423
	<b>Location Totals</b>	<b>\$282,055</b>	<b>\$54,923</b>	<b>\$336,978</b>

Location Address		Location Description		
6.	8854 South Dunns Farm Road, Maple City, MI 49664	Old Settlers Park		
	Building Description	Building Value	Contents Value	Total Value
	Chapel	\$112,000	\$5,462	\$117,462
	Service Building	\$16,464	\$6,730	\$23,194
	Restrooms	\$40,124	\$0	\$40,124
<b>Location Totals</b>		\$168,588	\$12,192	\$180,780

Location Address		Location Description		
7.	3990 S. Maple Valley Rd., Suttons Bay, MI 49682	Veronica Valley County Park		
	Building Description	Building Value	Contents Value	Total Value
	Pole Building	\$62,000	\$47,723	\$109,723
<b>Location Totals</b>		\$62,000	\$47,723	\$109,723

Location Address		Location Description		
8.	11229 Benzonia Trail, Empire, MI 49630	Empire Tower		
	Building Description	Building Value	Contents Value	Total Value
	Empire Tower	\$137,000	\$83,628	\$220,628
<b>Location Totals</b>		\$137,000	\$83,628	\$220,628

Location Address		Location Description		
9.	12708 S. Bugai Road, Traverse City, MI 49684	Elmwood Tower		
	Building Description	Building Value	Contents Value	Total Value
	Elmwood Tower	\$0	\$533,482	\$533,482
<b>Location Totals</b>		\$0	\$533,482	\$533,482

Location Address		Location Description		
10.	3507 N. Putnam Road, Peshawbestown, MI 49862	Peshawbestown Tower		
	Building Description	Building Value	Contents Value	Total Value
	Peshawbestown Tower	\$0	\$36,865	\$36,865
<b>Location Totals</b>		\$0	\$36,865	\$36,865

Location Address		Location Description		
11.	Landbank & Foreclosures, Suttons Bay, MI 49682	Landbank & Foreclosures		
	Building Description	Building Value	Contents Value	Total Value
	Various Locations	\$250,900	\$0	\$250,900
<b>Location Totals</b>		\$250,900	\$0	\$250,900

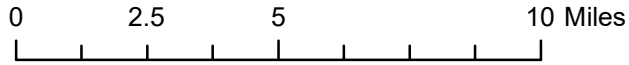
Location Address		Location Description		
12.	111 West River Street, Leland, MI 49654	Leland Dam		
	Building Description	Building Value	Contents Value	Total Value
	Leland Dam	\$1,300,000	\$0	\$1,300,000
<b>Location Totals</b>		\$1,300,000	\$0	\$1,300,000

Grand Totals		
Building Value	Contents Value	Total Value
\$24,319,388	\$8,224,876	\$32,544,264



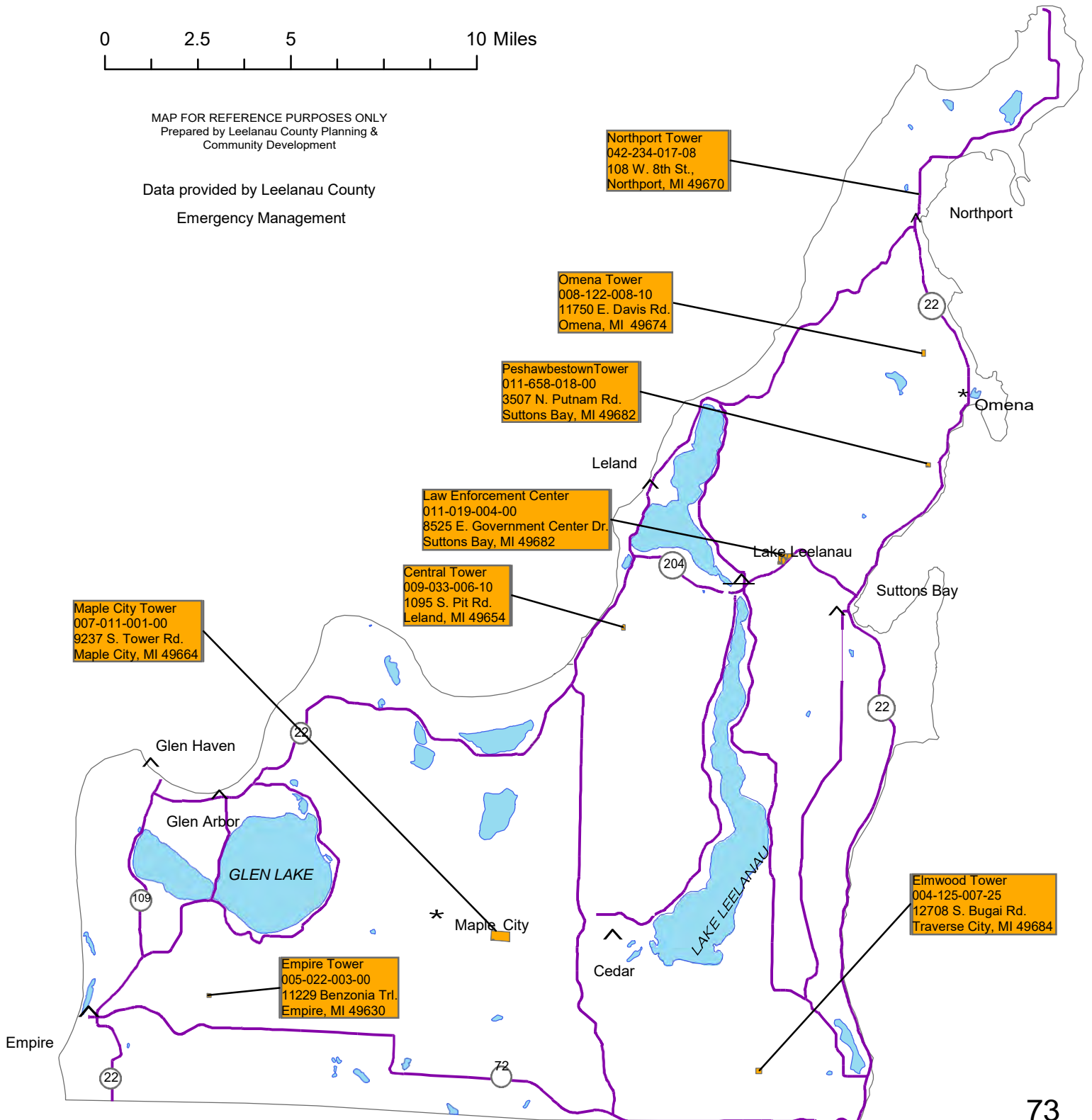
# Leelanau County Tower Sites

Leelanau County Tower Sites



MAP FOR REFERENCE PURPOSES ONLY  
Prepared by Leelanau County Planning & Community Development

Data provided by Leelanau County  
Emergency Management



**Central Tower**  
**1095 S. Pit Rd., Leland MI 49654**  
**Property Tax ID# 009-033-006-10 Size: 8.8 acres**

Liber 355, Page 988

Deed Recorded: December 30, 1992

Cost: \$40,000

County owns the tower as well as the property it sits on. It is a 460' lattice guyed structure constructed in 1999. The following co-locators are currently on this site. The County has current lease agreements in place for each vendor:

- Consumers Energy (2031) approximately \$36,000 annually with a 2% annual increase.
- AT&T (2030) approximately \$32,000 annually with a 3% annual increase
- Verizon (2028) approximately \$54,000 annually with a 3% annual increase
- Baraga Broadcasting (2021) approximately \$6,800 annually with a 2% annual increase
- Cherry Capital Connection is in negotiations for contract extension
- Agri-Valley in negotiations for tower contract

**Elmwood Tower**  
**12708 S. Bugai Rd. Traverse City MI 49684**  
**Property Tax ID# 004-125-007-25**

The County has equipment on this lattice guyed structure, but it is owned and maintained by the Michigan Public Safety Communications System (MPSCS) – Michigan Dept. of Technology, Management and Budget. We do not pay rent. No revenue stream for the County at this site.

**Empire Tower**  
**11229 S. Benzonia Trl., Empire, MI 49630**  
**Property Tax ID# 005-022-003-00**

This is a 200' free-standing lattice tower, unknown date it was built. The County has equipment on this tower but it is owned and managed by American Towers. The County does not pay rent and there is no revenue stream for the County at this site.

**Law Enforcement Center**  
**8525 E. Government Center Dr.**  
**Suttons Bay, MI 49682 Property Tax ID# 011-019-004-00 Size: 43 acres**

Deed Recorded: December 21, 2000

Cost: \$370,000

This is a 180' free-standing lattice structure (2003, modified 2012). The County owns the tower and the property it sits on. The County manages this site.

- Cherry Capital is in negotiations for contract extension

**Maple City Tower**

**9237 S. Tower Rd.**

**Maple City, MI 49664**

**Property Tax ID# 007-011-001-00**

This 199' guyed lattice structure (1997) is owned by the County and the County leases the land it sits on from Noonan & Sons. The lease agreement is good through 2047. Current co-locators are:

- AT&T (2030) approximately \$48,000 annually with a 3% annual increase
- Verizon (2028) approximately \$45,000 annually with a 3% annual increase
- Elevate Net (2033) approximately \$1,900 annually with a 5% per term increase
- Agri-Valley in negotiations for tower contract

The fees generated on this site, minus minimal maintenance fees, are split 50/50 between the County and Noonan & Sons.

**Northport Tower**

**108 W. 8<sup>th</sup> St.**

**Northport, MI 49670**

**Property Tax ID# 042-234-017-08**

In 2014, a 199' monopole replaced the 110' free-standing lattice structure. The County owns the tower but leases the property from Leelanau Township in exchange for 50% of co-locator fees, minus a small maintenance fee. The property is located within the Village of Northport.

- AT&T (2030), approximately \$50,000 annually with a 3% annual increase

**Omena Tower**

**11750 E. Davis Rd.**

**Omena, MI 49674**

**Property Tax ID# 008-122-008-10**

This is a 199' free-standing lattice structure (2012). The County owns and manages the tower, but leases the property from Brian & Kelly Mitchell (2031) for 50% of co-locator fees, minus a small maintenance fee.

- AT&T (2030) approximately \$43,000 annually with a 3% annual increase.
- Agri-Valley in negotiations for tower contract

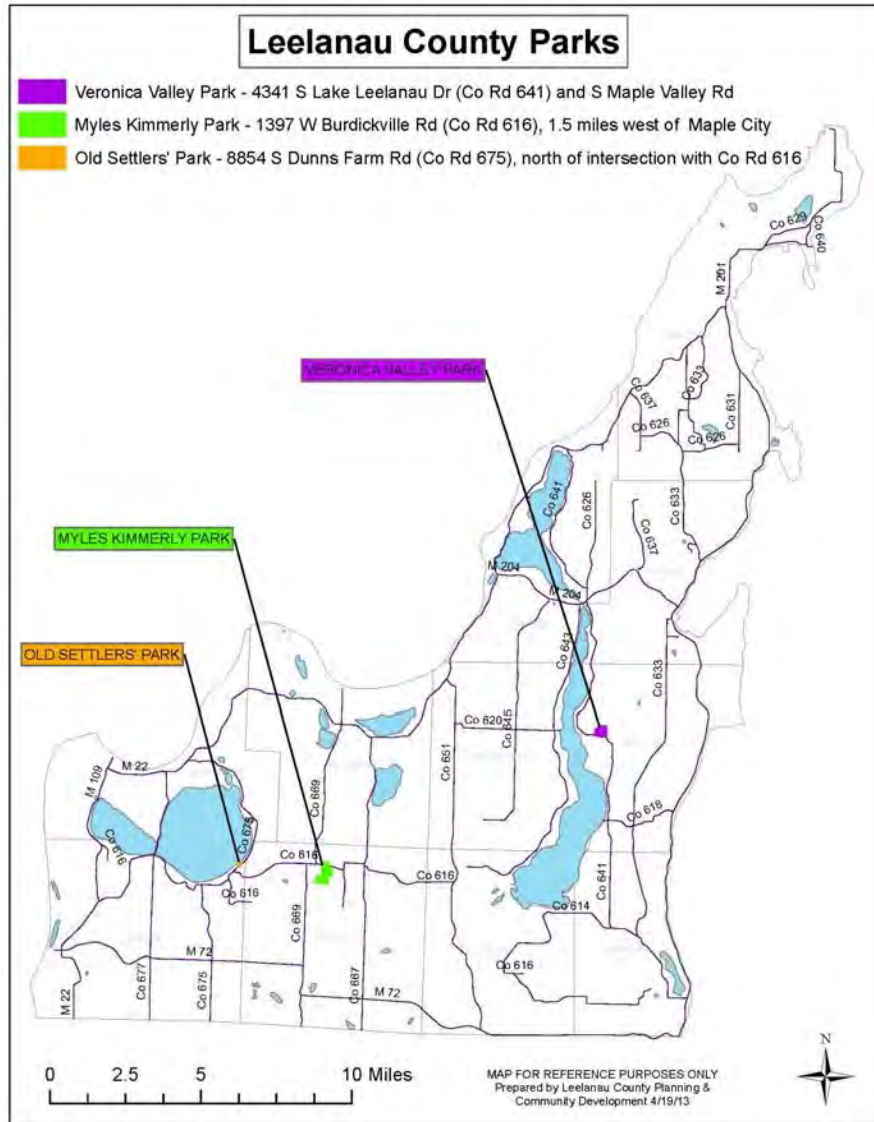
**Peshawbestown Tower**

**3507 N. Putnam Rd.**

**Suttons Bay, MI 49682**

**Property Tax ID# 011-658-018-00**

This is a 260' free-standing lattice tower (2002) owned and managed by GTB. The County has free space on the tower. This is not a revenue stream for the County.



**Myles Kimmerly Recreation Area**  
Kasson Township Size: 143 acres

Property Tax ID# 007-004-013-00	Property Tax ID# 007-009-004-00
Liber 28, Page 556	Liber 71, Page 615
Deed Recorded: October 29, 1901, Cost: \$2,400	Deed Recorded: October 11, 1944, Cost: \$700

**Old Settlers' Park**

Empire Township	Size: 6.5 acres
Property Tax ID# 005-001-001-00	
Liber 40, Page 621	Liber 45, Page 175
Deed Recorded: June 26, 1912, Cost: \$450	Deed Recorded: May 1, 1917, Cost: \$75

**Veronica Valley Park**

Bingham Township	Size: 92.3 acres
Property Tax ID# 001-112-010-60 & Property Tax ID# 001-113-001-00	
Liber 990 Page 899	Liber 998, Page 936
Deed Recorded: October 31, 2008, Cost: \$851,528	Deed Recorded: February 3, 2009 Cost: \$23,841

## **Myles Kimmerly Recreation Area**

**Maple City**

**Property Tax ID# 007-004-013-00, 007-009-004-00**

**Size: 143 acres**

The Myles Kimmerly Recreation Area includes property on the north and south sides of County Road 616 approximately 1 mile west of Maple City in Kasson Township. This 143-acre park's amenities provide the opportunity for team sports such as soccer matches and baseball leagues; individual sports such as tennis and disc golf; group gatherings and nature experiences.

### Facilities include:

1. The Patrick Hobbins Hiking Trail, dedicated in 2003 – ¾ mile in length
2. Soccer Fields – spring, summer, and fall
3. Disc Golf Course – 18holes
4. Maintenance Building
5. Picnic Shelters with Picnic Tables (4)
6. Playground with Large Swing – adult, Baby Swings, Merry-go-Round, Monkey Bars, Play Activity Center/Play Set, Balance Beam
7. Ball Diamonds (3) with Bleachers; two have dug outs (leagues)
8. Basketball Court(1)
9. Tennis Courts (2)
10. Driving Range
11. Volleyball Court
12. Sand Box
13. Pit Toilets
14. Water Hydrants (5)
15. Flagpole
16. Bike Rack
17. Grills
18. Forested Area



### **4H Livestock Arena**

This park area is across County Road 616 from the Myles Kimmerly recreation area. Amenities provide the opportunity for group/organizational activities such as horse shows, children's agricultural events, and other group/organizational events.

### Facilities include:

1. Large Shelter Area/Pavilion with Access Parking and Pad
2. Show Booth
3. Barn
4. Small Barn/Outbuilding
5. Horse Arenas with Bleachers (2)
6. Picnic Tables
7. Benches (3) Water Hydrants (5)



### **Renovations:**

Landscaping was done in 2000 with grant funds.  
Disc golf course developed in 2003. Cost: \$5,000.  
Baseball dugouts built in 2003. Cost: \$4,000.

**Old Settlers' Park**  
**Empire Township**  
**Property Tax ID# 005-001-001-00**  
**Size: 6.5 acres**

Old Settlers' Park is located on the southeastern shore of Glen Lake, on South Dunns Farm Road (County Road 675) in Empire Township. Early settlers established it as a picnic ground in 1892 with access to Glen Lake. The chapel located on the grounds of the park is available for use and is coordinated and maintained by the Glen Lake Woman's Club on a first come, first serve basis.

Residents of the logging community of Burdickville held a picnic on August 2, 1893 to honor two elderly pioneers, Kasson Freeman and John Fisher. High attendance at this first picnic inspired the organizers to hold one annually. In 1905, they formed the Old Settlers Picnic Association and began raising funds to purchase a permanent picnic ground. The present Old Settlers Park reflects two purchases. In 1912, with funds from the Association, Leelanau County bought a five-acre parcel adjacent to the Methodist Episcopal Church, which was built in 1896.



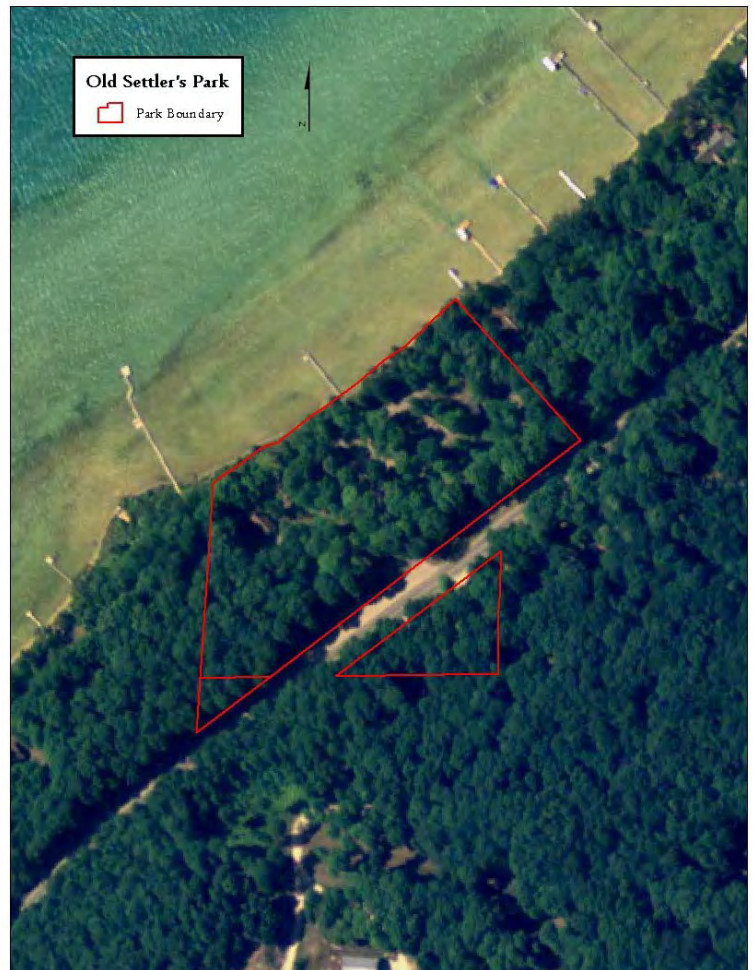
In 1917, the Association funded the county's purchase of the church, with the Methodists stipulating that the church "shall not be used for dancing." Each August, people came from miles around to attend the Old Settlers Picnic.

**Facilities include:**

1. Chapel/meeting room
2. Fireplaces/Barbecue Stoves(2)
3. Gazebo with seating
4. Playground
5. Boat Launch (Non-motorized)
6. "Grub Shack"
7. Picnic Areas with Tables
8. Grills
9. Benches
10. Pit toilets

**Sample activities include:**

1. Weddings
2. July 4<sup>th</sup> Flag Raising
3. Old Settlers Annual Picnic
4. Swimming



**Renovations:**  
A new dock was built in 2000  
Chapel foundation restored in 2002.  
Cost: \$18,000

**Veronica Valley Park**  
**Bingham Township**  
**Property Tax ID# 001-112-010-60, #001-113-001-00**  
**Size: 92.3 acres**

The acquisition of the Veronica Valley Park was completed in December 2008 from a Michigan Natural Resources Trust Fund grant award with the help from Rotary Charities and Leelanau County. This parcel is located in Bingham Township at the junction of Maple Valley Road and County Road 641, approximately four (4) miles southwest of Suttons Bay and four (4) miles south of the Village of Lake Leelanau in the east central area of the County. The Park is approximately one-half mile from Lake Leelanau and 12 miles from the City of Traverse City.

The Veronica Valley Park property was formerly a family operated, nine-hole golf course that has not been in use for about four years. The site is characterized by gently rolling hills, open space, wetlands, and forested wetlands that include dense stands of white cedar. The property has three bridges and six ponds. Mebert Creek, a designated trout stream, also winds approximately 2,268 feet through the site. The forested and agrarian views will make this site a peaceful retreat for the passive recreation user.

The concept plan for the proposed passive recreation activities blends well with this site that includes gently rolling hills, a scenic trout stream and high-quality wetlands. The trail system will reach most of the areas of the park with a high percentage of the trails maintained by a single width of a county mower. Wood-chipped paths and elevated boardwalks are planned leading to viewing platforms in and adjacent to the wetland areas.

In addition to the trails, a picnic area and playground area have been proposed with tables and benches. The two existing parking areas will remain, with one moved so the net increase in parking area will be kept to a minimum. The nature center/youth fishing center will be in and around a proposed pavilion building. This youth/adult educational center will have the following displays: fishing (both in the stream and ponds), stream ecology, pond ecology, wetland ecology, and birdwatching. This center is seen as being used by youth groups, county schools, individual visitors, and tourists and will be a four-season park with cross country skiing, snowshoeing, and sledding in the winter.

Facilities include:

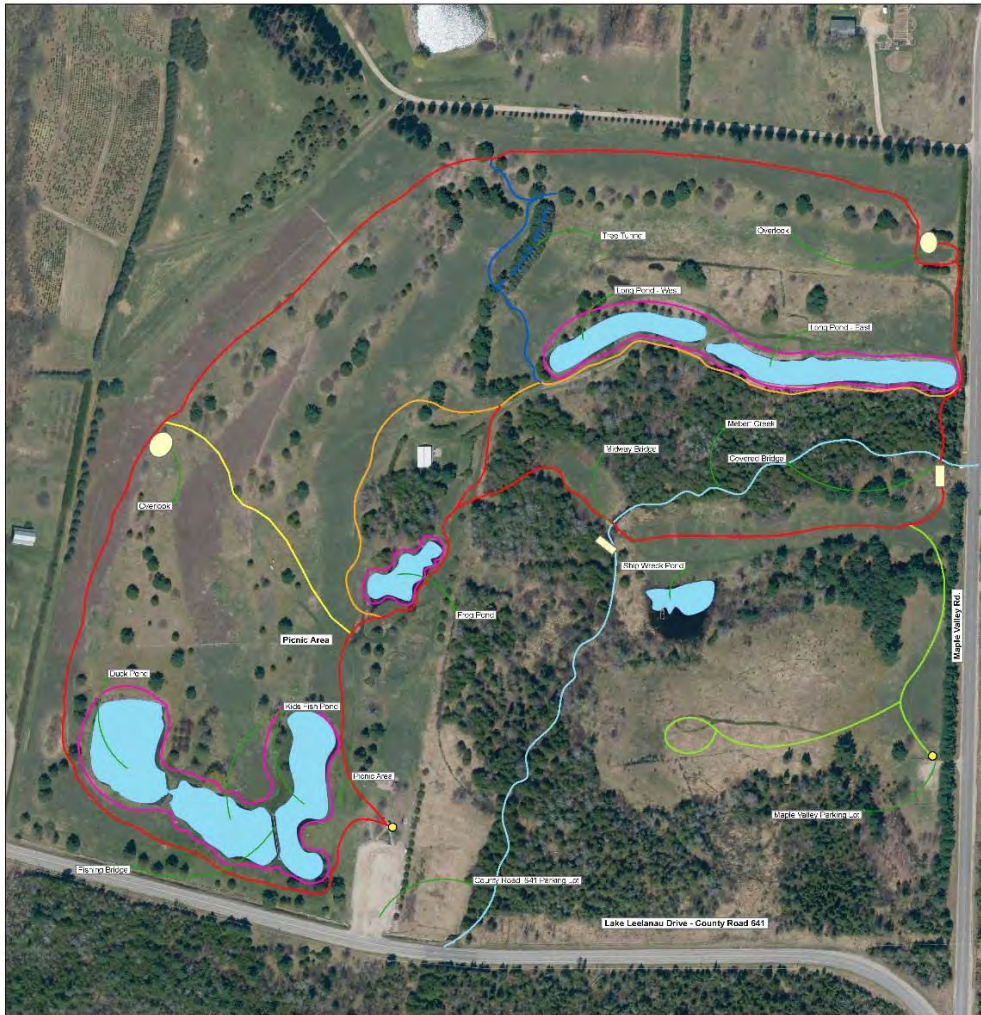
1. Pole barn (24' by 32')
2. Two water wells
3. Septic system
4. Electricity
5. Drinking water fountain
6. Small playground – swings & climber
7. ADA trail access to fishing ponds



Sample proposed activities:

1. Fishing
2. Hiking
3. Bird Watching
4. Cross Country Skiing
5. Snowshoeing
6. Continued hosting of the Kid's Fishing Day by the Lake Leelanau Lake Association
7. Update signage
8. Install several ADA fishing platforms and ADA trail around pond complex
9. Improve parking and install overflow parking
10. Install open-air pavilion and wildlife viewing areas

## Veronica Valley Park



### Leelanau County Parks and Recreation Information & Trail Map Veronica Valley Park

- |                                 |                                                                        |                     |            |
|---------------------------------|------------------------------------------------------------------------|---------------------|------------|
| — Red Trail-1.3 mi (6887 ft)    | — Mebert Creek                                                         | ● Information Kiosk | ● Overlook |
| — Yellow Trail-.15 mi (833 ft)  | — Frog Pond; Kids Fish/Duck .40 mi (2157 ft); E&W Long .43mi (2281 ft) |                     |            |
| — Orange Trail-.36 mi (1940 ft) |                                                                        |                     |            |
| — Blue Trail-.14 mi (745 ft)    |                                                                        |                     |            |
| — Green Trail-.22mi (1180 ft)   |                                                                        |                     |            |



Map for Reference Purposes only.  
2017 Orthophotos  
Prepared by Leelanau County  
Planning & Community Development  
July 2019

0 75 150 300 Feet



# Leelanau County Recycling Guide

Leelanau County, Michigan



1 inch = 4 miles

### **Part III: Recommended Capital Improvement Projects**

Part III contains a Summary Chart of Proposed Projects submitted by county departments. Each of these projects has been ranked according to criteria developed by the County Planning Commission, and outlined in Part I of this CIP. Once ranked, each project was given a number of 1, 2, or 3 for Priority Group, based on the score received during the ranking. The **highest Priority Group is “1”** which means the project is considered “**urgent**”. A **Priority 2** is given to a project that is considered “**important**”, and a **Priority 3** is given to a project which is considered “**desirable**”.

Also attached is a proposed timeline of funding for the proposed projects.

DRAFT

## Summary Chart of Proposed Projects

Item Number	Project Title	Priority Group	Location	Department Accountability	Start/End Date	Project Summary	Needs Fulfilled	Approximate Cost	Funding Sources
2016-02	Patrol Boat (Lake Michigan)	1	Law Enforcement Center	Sheriff's Office	2022-2023	A specialized patrol boat to be used in Lake Michigan waters	Improved security and rescue on Lake Michigan waters	\$495,000.00	General Fund or Federal CARES Act
2016-03	Storage Garage	3	Law Enforcement Center	Buildings & Grounds / Sheriff's Office	2022-2023	Add to existing pole building, including 3 overhead doors	Secured storage of maintenance & county equipment (including Family Court items i.e. kayaks, bikes, trailers)	\$180,000.00	General Fund
2016-05	Security Fencing/Electric Gate	2	Law Enforcement Center	Sheriff's Office	2023-2023	Add security fencing w/ electronic gate for SW parking lot next to Sheriff's Office	Improved security of numerous law enforcement items, including firearms and other tactical items	\$25,000.00	General Fund, Capital Improvement Fund
2016-06	Improvements-Myles Kimmerly Park	3	Myles Kimmerly Park	Parks & Recreation Commission	2022-2023	Replace/expand tennis courts, level and relocate baseball fields, irrigate picnic and ball diamonds, replace restrooms	Meets goal in updated Parks & Rec Plan. Promotes outdoor physical activity of residents, improve general safety of deteriorated areas.	\$300,000.00	General Fund, Parks & Rec Budget, Grants, 2% Allocations
2016-08	Improvements-Veronica Valley	2	Veronica Valley Park	Parks & Recreation Commission	2022-2025	Control of invasive species, fishing platform, new trails, bird viewing platform, restroom, pavilion	Meets goal in updated Parks & Rec Plan. Improved accessibility and increased services.	\$200,000.00	General Fund, Parks & Rec Budget, Grants, 2% Allocations
2016-22	Equipment	2	County Parks	Parks & Recreation Commission	2022-2023	Replace out of date equipment used at Myles Kimmerly and Veronica Valley parks	Meets goal of approved Parks & Rec. Plan. Existing equipment too old and costly to repair	\$40,500.00	Parks & Rec. budget
2017-02	Upgrade/replace Harris General Ledger Software	3	Government Center	Treasurer/ Acctng/ Clerk	2022-2022	Upgrade / replacement for software. For receipting, accounts payable, payroll, etc.	Current software is more than 15 years old. At some point-will be out of service	\$275,000.00	DTR Fund
2020-01	Leland Dam Control-Room Roof	2	Leland	Maintenance/ Leland Dam Authority	2022-2022	Taper and seal existing roof so water runs off and doesn't penetrate into control room	Necessary repair work to keep control room and electrical equipment dry and safe	\$11,000.00	General Fund
2020-03	Communication Tower-Govt. Center	2	Suttons Bay	9-1-1 Emergency Services	2022-2023	Install new tower for increased coverage and Emergency Services	Provides more coverage, better emergency services, and also revenue (from private companies located on tower) to the county and 9-1-1 Emergency Services	\$200,000.00	Tower Fund, Communications Capital Projects Fund, EDA Grant

Item Number	Project Title	Priority Group	Location	Department Accountability	Start/End Date	Project Summary	Needs Fulfilled	Approximate Cost	Funding Sources
2020-04	Communication Tower- Glen Arbor	2	Glen Arbor	9-1-1 Emergency Services	2022-2023	New tower to improve the 800MHz radio footprint for first responders as well as State Police, DNR, and National Park Service. Improve cellular and internet capabilities.	Increased level of service to citizens, better response for 1st responders, increased radio and cellular coverage, increase of county's assets and added revenue (private companies located on tower)	\$750,000.00	Grants, Tower Fund, Communications Capital Projects Fund
2020-05	Patrol Vehicles	1	Law Enforcement Center	Sheriff's Office	2022-2022	Annual Replacement of vehicles		\$129,000.00	Road Patrol Fund
2020-06	VMWare Server	2	Government Center	Information Technology	2022-2022	Replace existing obsolete VMWare Virtual Server with new server	Stay current with technology for security and maintainability with a Dell Server (1 unit with 7 year life expectancy)	\$20,000.00	Data Processing Fund
2020-08	HVAC System-Phase II	2	Government Center	Buildings & Grounds	2022-2023	HVAC system improvements-Phase II, (NOTE: Cost based on Prior Bid)	Improve existing system/eliminate issues	\$1,975,138.00	General Fund
2020-09	HVAC System-Phase III	2	Government Center	Buildings & Grounds	2023-2024	HVAC system improvements-Phase III, (NOTE: Cost based on Prior Bid)	Improve existing system/eliminate issues	\$1,084,200.00	General Fund, MMRMA RAP Grant, 2% Allocation
2022-01	Parking Lot/PortaPotty Upgrade	2	Veronica Valley Park	Parks & Recreation Commission	2023-2023	Upgrades to the main parking lot will include pavement, striping, and proper signage. Constructing an asphalt pad for placement of Portapotties.	Reduce the size of the parking lot to accommodate approx. 20 vehicles. Proper signage will organize traffic flow. Will also reduce the cost in maintenance and snow plowing, including culvert replacement.	\$65,000-\$80,000	Parks & Rec. budget, General Fund
2022-02	Dog Park at Myles Kimmerly	2	Myles Kimmerly Park	Parks & Recreation Commission	2023-2023	Construction of a one acre dog park enclosed by a five foot high cyclone fence, with amenities, to accommodate small and large dogs.	Benefits the physical and emotional health of those in the community and provides opportunity for both dog owners and their dogs to socialize. Adds desirable activity to the park.	\$40,000.00	Parks & Rec. budget
2022-03	Paved Loop Trail	2	Myles Kimmerly Park	Parks & Recreation Commission	2023-2024	One mile paved loop trail to be developed around the perimeter of the main recreational field area	Would be an appropriate use of land for the betterment of all age groups.	\$200,000-\$400,000	Parks & Rec. budget

Item Number	Project Title	Priority Group	Location	Department Accountability	Start/End Date	Project Summary	Needs Fulfilled	Approximate Cost	Funding Sources
2022-04	Fishing Access & Safety Pathway	2	Veronica Valley Park	Parks & Recreation Commission	2023-2023	Widen and level the most frequently used fishing location for children and families. Widen and level the ground approx. 6-8 ft. wide and 90 ft. long topped with crushed/flaked stone to make a hard surface.	The proposed improvements will increase safety for all users approaching the pond for fishing	\$15,000.00	Parks & Rec. budget, possibly small grants
2022-05	Switch Upgrades	2	Government Center	Information Technology	2022-2022	Replace existing network switches which are at the End of Life (EOL). Number of units requested: 10 Cisco Switches for an estimated service life of 6 years.	Reduce potential failure by replacing switches that are over 10 years old	\$15,000.00	Computer Fund
2022-06	UPS Battery Replacement	2	Government Center	Information Technology	2022-2022	Replace batteries in server room Uninterruptible Power Supply (UPS) Number of units requested: 6 Cisco Switches for an estimated service life of 5 years.	Reduce potential failure by replacing batteries that have a life expectancy of 5 years.	\$36,000.00	Computer Fund
2022-07	VMWare Redundant Server	2	Government Center	Information Technology	2022-2022	Purchase and installation of new VMWare server for redundancy. Number of units requested: 1 Dell Server for an estimated service life of 6 years.	Provide redundant servers in case of single server failure.	\$55,000.00	Computer Fund

Item Number	Project Title	Priority Group	Location	Department Accountability	Start/End Date	Project Summary	Needs Fulfilled	Approximate Cost	Funding Sources
2022-08	New work stations for offices	2	Government Center	Information Technology	2022-2022	Estimated \$2,000 per work station	Replace work stations for employees.	\$26,000.00	Computer Fund
2022-09	Vital Statistic Software	2	Government Center	County Clerk	2022-2022	Provide online services of statutory services.	It would assist in shorter office time for the customer that wishes to have documents processes in person.	\$20,000.00	General Fund
<b>Estimated cost of Proposed Projects: (high end)</b>								<b>\$6,371,838.00</b>	

Projected Annual Capital Costs 2022-2027

Item Number	Project Title	Priority Group	2022	2023	2024	2025	2026	2027	Estimated Cost *
2016-02	Patrol Boat (Lake Michigan)	1		\$495,000.00					\$495,000
2016-03	Storage Garage	3	\$90,000.00	\$90,000.00					\$180,000
2016-05	Security Fencing/Electric Gate	2		\$25,000.00					\$25,000
2016-06	Improvements- Myles Kimmerly Park	3	\$100,000.00	\$100,000.00	\$100,000.00				\$300,000
2016-08	Improvements- Veronica Valley Park	2	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00			\$200,000
2016-22	Equipment	2	\$20,000.00	\$20,500.00					\$40,500
2017-02	Upgrade/replace Harris General Ledger Software	3	\$275,000.00						\$275,000
2020-01	Leland Dam Control-Room Roof	2	\$11,000.00						\$11,000
2020-03	Communication Tower-Govt. Center	2	\$100,000.00	\$100,000.00					\$200,000
2020-04	Communication Tower-Glen Arbor	2	\$300,000.00	\$450,000.00					\$750,000
2020-05	Patrol Vehicles	1	\$129,000.00						\$129,000
2020-06	VMWare Server	2	\$20,000.00						\$20,000
2020-08	HVAC System- Phase II	2	\$1,000,000.00	\$975,138.00					\$1,975,138
2020-09	HVAC System- Phase III	2		\$1,000,000.00	\$84,200.00				\$1,084,200
2022-01	Parking Lot/PortaPotty Upgrade at Veronica Valley Park	2		\$80,000.00					\$80,000
2022-02	Dog Park at Myles Kimmerly Park	2		\$40,000.00					\$40,000
2022-03	Paved Loop Trail at Myles Kimmerly Park	2		\$200,000.00	\$200,000.00				\$400,000
2022-04	Fishing Access & Safety Pathway at Veronica Valley Park	2		\$15,000.00					\$15,000
2022-05	Switch Upgrades	2	\$15,000.00						\$15,000
2022-06	UPS Battery Replacement	2	\$36,000.00						\$36,000
2022-07	VMWare Redundant Server	2	\$55,000.00						\$55,000
2022-08	New network stations for offices	2	\$26,000.00						\$26,000
2022-09	Vital Statistic Software	2	\$20,000.00						\$20,000
<b>Totals</b>			<b>\$2,247,000.00</b>	<b>\$3,640,638.00</b>	<b>\$434,200.00</b>	<b>\$50,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,371,838.00</b>

## **PART IV: Recommendations**

Based on the review by staff of the Leelanau County Planning & Community Development office, the Leelanau County Planning Commission reviews the proposed projects and forwards a final recommendation to the County Board. The County Board will then review the final CIP recommendation and consider funding of new projects, as well as the re-appropriation of funds for existing projects, as part of the annual budget cycle.

### **Recommendations**

#### 1. Adopt the CIP

During the planning process, criteria, ranking, and prioritization steps are defined for capital improvement projects, and adopted by the County Planning Commission. These steps are to be applied to all infrastructure decisions. Adoption of the CIP by the County Board of Commissioners establishes a set procedure to be used for making decisions and financing capital improvements.

#### 2. Maintain Capital Improvement Planning

In order to maintain a comprehensive approach to the management of County facilities and parcels of land, the County should maintain a commitment to long range planning, including:

- Continue funding capital maintenance for existing facilities.
- Consider revenue generating options on currently owned properties (i.e. sale of timber, leasing or selling property, etc.).
- Require county departments to utilize the CIP on an annual basis and submit proposed projects to the Planning Commission for inclusion in the CIP, prior to funding being requested.
- Develop an annual Capital Improvement Program (CIP) by the Planning Commission, and approval by the Board of Commissioners as part of the budget process.
- Continue to make annual appropriations for the purpose of safeguarding the value of buildings, and address long term needs.
- Explore options and means of making County facilities more efficient in energy usage.
- Continue to commit to technology improvements in order to meet the goals of improved delivery of services and efficient County operations. Software solutions, such as document imaging, web based applications, and geographic information systems (GIS), will help achieve these goals. Hardware solutions, such as servers, are also necessary.

#### 3. Adopt Submittal Form

- Adopt the Submittal Form and require all departments to utilize the Submittal Form for capital projects. The Submittal Form will be reviewed periodically by the County Board. The Submittal Form will be released at the end of each year to department heads, and required to be completed and returned by January 31 of the next year.



#### 4. Capital Fund

- In order to continue funding future projects, the County Board should allocate annual funds to be deposited into a Capital Improvement Fund. Funds from the sale of property and equipment, should also be considered for deposit into this Fund.

#### 5. Capital Improvements

- For all capital improvement projects, contracts will include language that requires appropriate permits are pulled and passed, and the repair or construction is completed according to bid specs, and local and state construction codes.
- After repairs or new construction are completed and the permit process is completed, the County will establish a date for walk-thru and inspection *prior* to the 18-month warranty time expiring. The contractor will be notified immediately if the walk-thru and inspection reveals that additional repairs or work are required as part of the contract and warranty.



*Native plantings at the Government Center*

**Leelanau County Capital Improvement Program (CIP)**  
**Submittal Form**

**Directions: Departments/Agencies submitting a proposed project for inclusion in the CIP will receive this form at the beginning of each year. The form must be completed in its entirety, and returned by January 31 to the Planning & Community Development office.**

**Be specific and provide detailed information for any project anticipated within the next six (6) years. Each Project/Equipment request requires a separate Submittal Form.**

Project title: \_\_\_\_\_ Department: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Date Prepared: \_\_\_\_\_

CIP ID#: \_\_\_\_\_ Anticipated Start Date: \_\_\_\_\_

Check one:    New Project     Revision of Already Submitted Project

**I) PROJECT**

**A) Project Description:** Provide a brief (1-2 paragraph) description of the project

---

---

---

---

---

**B) JUSTIFICATION**

**If desirable, provide attachments with more details**

1) Planning context: Is this project part of an adopted program, policy, or plan?

- NO  
 YES (must identify): \_\_\_\_\_

Must list the adopted program or policy, and how this project directly or indirectly meets these objectives.

---

---

---

---

2) Planning context: Is the community legally obligated to perform this service?

- NO  
 YES

Please describe the community's legal obligation:

---

---

---

3) Explain how the project will a) eliminate or prevent an existing health, environment, or safety hazard and/or; b) alleviate an emergency service deficiency or disruption.

---

---

---

---

4) How is the project consistent with and supported by your department program goals?

---

---

---

5) How is the project supported by goals of the **Leelanau General Plan**?

---

---

---

6) How is the project consistent with and supported by local plans (a Master Plan, Parks & Recreation Plan, Trail Plan, etc.)?

---

---

---

7) How will the project improve and/or protect the County's infrastructure?

---

---

---

8) How will the project improve and/or increase the level of service provided by the County?

---

---

---

9) List any other anticipated benefits that are not described above, such as: preservation of historic building/feature, increased economic development opportunity, saving greenspace/farmland, meeting a regulatory requirement, etc.

---

---

---

**C) Coordination:** Please identify if this project is dependent upon one or more other CIP projects and please describe what the relationship is:

---

---

---

**D) Project time line:** Estimated project beginning and ending dates. Be sure to include any work being done in prior years, including studies or other planning:

---

---

---

**E) Prior approval:** Is this project included in a prior year's budget? Has this project been approved by any board, commission or governing body?

- YES: Please check all appropriate box(es)
  - Governing body
  - Planning Commission
  - Prior year budget: \_\_\_\_\_
- NO

**F) Total estimated cost:** \$ \_\_\_\_\_

1) **Basis of cost estimate:** Please check one of the following:

- Cost of comparable facility/equipment
- Cost estimate from engineer/architect
- Rule of thumb indicator/unit cost
- Preliminary estimate
- Ball park "guesstimate"

2) List all funding options available for this project:

---

---

---

3) Recommended funding options(s) to be used?

---

---

---

4) Will the project leverage outside funding for project completion? If yes, from what source?

---

5) Will the project require additional personnel, materials/supplies, (or) will it increase operating costs?

---

---

---

**G) Cost to Benefit Considerations: Estimate the number of citizens impacted and the benefits of that impact comparing those benefits to the total estimated costs.**

---

---

---

## **II) EQUIPMENT**

**A) Equipment description:** \_\_\_\_\_ **Date prepared:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Form of acquisition:** Please check one of the following:

- Purchase
- Rental/lease

Number of units requested: \_\_\_\_\_ Estimated service life (years):\_

**B) Justification**

---



---



---

**Purpose of expenditure:** Please check appropriate box(es)

- Scheduled replacement
- Replace worn-out equipment
- Expanded service life
- Increased safety
- Present equipment obsolete
- Reduce personnel time
- New operation
- Improved service to community, procedures, etc.
- Other: \_\_\_\_\_

**C) Cost Factors**

DIRECT COSTS	PER UNIT (\$)	TOTAL COST (\$)
Purchase price or annual rent/lease		
Plus: installation or related charges		
Plus: annual operational costs		
Less: annual operational savings		
Less: trade-in, salvage value, discount		
<b>Net purchase cost/annual rent</b>		

**Replaced item(s):** attach separate page if necessary

ITEM	MAKE	AGE	PRIOR YEAR'S MAINTENANCE	PRIOR YEAR'S RENTAL COST
			\$	\$
			\$	\$
			\$	\$

# 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 08/10/2021
<b>Source Selection Method</b> <input type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>#275 Program Income</u>	<b>VENDOR:</b> _____  Address/ Phone: _____

Budgeted Amount: _____ <b>\$ 0.00</b>	Contracted Amount: _____ <b>\$ 0.00</b>
---------------------------------------	-----------------------------------------

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

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

Leelanau County has completed the final projects under the MSHDA housing rehabilitation grant. The state has moved in the direction of new homes and rental construction, so there are no more rehab grants. The County has existing loans with homeowners for approximately \$610,000. The repayment of these loans is called "Program Income," which must be tracked from July 1 to June 30, and reported to the State. Program Income over \$35,000 must be used for housing projects or returned to the State if they are not used. The Program Income received by Leelanau County for the period of July 1, 2020, to June 30, 2021, is \$73,416.02.

The Director is proposing an Agreement with Northwest Michigan Community Action Agency (NMCAA) to administer these funds for "emergency" rehab projects in Leelanau County. No more than 18% (\$13,214.00) is allowed for administrative costs. The attached Agreement comes from NMCAA and has been reviewed by Corporate Counsel. The Director reported the Program Income amount to the state on July 8. There is a 1 year time frame to spend the funds. After the 1 year, any unspent funds must be returned to the state. NMCAA has a few Leelanau County residents requesting some assistance for emergency work on their homes. NMCAA would only receive reimbursement for actual projects, and 18% admin per project.

**NOTE:** It is still the County's responsibility to report Program Income, oversee funds, track expenses and payments, and any audit requirements. The Planning Department can continue to complete these tasks on behalf of the County. NMCAA is already administering similar programs for other counties in the region. Staff is not aware of any other agency familiar with the MEDC requirements for Program Income, who could administer these funds. This would be a good fit, and allow the use of Program Income funds to assist qualified residents with emergency home repairs. The Agreement is for one year, and can be extended annually for up to five years.

**Suggested Recommendation:** Motion to recommend that the County Board of Commissioners waive its policy on bid requirements and enter into an Agreement with the Northwest Michigan Community Action Agency to conduct housing emergency projects using Leelanau County's Program Income, subject to final review and approval by Corporate Counsel.

Department Head Approval: Trudy J. Galla Date: 08/03/2021

## **CDBG PROGRAM INCOME ADMINISTRATION AGREEMENT**

**THIS CDBG PROGRAM INCOME ADMINISTRATION AGREEMENT** (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **LEELANAU COUNTY**, a municipal corporation and political subdivision of the State of Michigan, whose address is 8527 E. Government Center Dr., Suttons Bay, Michigan 49682 (“**COUNTY**”) and **NORTHWEST MICHIGAN COMMUNITY ACTION AGENCY**, a Michigan non-profit community action agency, whose address is 3963 Three Mile Road, Traverse City, MI 49686 (“**NMCAA**”).

### **RECITALS**

1. The COUNTY has received Community Development Block Grants (“CDBG”) funds generated from recaptured CDBG loan payments also known as Program Income (“P.I.”) tracked by Program Year of July 1<sup>st</sup> to June 30<sup>th</sup>.
2. When P.I. exceeds \$35,000.00 in a Program Year, the COUNTY shall invest its CDBG P.I. dollars in order to provide homeowner emergency repairs to COUNTY residents in need of assistance, and in accordance with such terms and conditions that govern the use of CDBG P.I. funds pursuant to the United States Department of Housing and Urban Development (“HUD”) and Michigan Economic Development Corporation (“MEDC”) policies and procedures. When P.I. does not exceed \$35,000.00 in a Program Year, the COUNTY may, but is not obligated to, invest in order to provide homeowner emergency repairs to COUNTY residents in need of assistance.
3. The COUNTY determines that it is in the best interest of the COUNTY and its citizens to have the CDBG P.I. administered by a third party familiar with County-wide housing needs.
4. NMCAA is a Michigan non-profit corporation familiar with County-wide housing needs and desires to administer the CDBG P.I.
5. This Agreement is intended to memorialize the parties’ understanding regarding administration of the CDBG P.I.

### **AGREEMENT**

- A. **DUTIES OF NMCAA** – NMCAA assumes the following duties and shall perform the following services for the COUNTY:
  - (1) Administration of the CDBG P.I. in accordance with:
    - (a) All terms, conditions, and regulations of the HUD.

(b) All terms, conditions, and requirements imposed upon the COUNTY that conforms to the MEDC’s Policies and Procedures found in Chapter 15 of the Grant Administration Manual (“GAM”), which is attached hereto and incorporated by reference as **Exhibit A**, as well as all other relevant policies and procedures found in the GAM, which can be found at <https://www.miplace.org/resources/community-development-block-grant-program/grant-administration-manual-gam/> and is incorporated by reference.

(2) Adopt the COUNTY’s Program Guidelines based on MEDC P.I. Policies and Procedures and the CDBG program rules found at 24 CFR 570.489 (e) (“Program Guidelines”). NMCAA will be responsible for implementing the COUNTY’s Program Guidelines for fair and proficient distribution of CDBG P.I. funds.

(3) Prepare and maintain fiscal controls and accounting procedures relative to the expenditure of all CDBG P.I. funds as required by law and in accordance with this Agreement.

(4) Cooperate with and take all actions requested by the COUNTY, or any other authorized governmental entity, relative to the performance of an audit of the CDBG P.I. funds.

(5) Comply with all terms, conditions, and requirements imposed upon the COUNTY as identified in **Exhibit A**, the GAM, and the Program Guidelines.

(6) Prepare and submit to the COUNTY, monthly or as needed in conjunction with or as part of the monthly financial statement (see paragraph G(3) below), a summary report identifying those projects which NMCAA has acted on during the period since the last report was submitted.

(7) Maintain office records and books in accordance with standard accounting practices.

(8) Hire and supervise administrative, professional, and technical staff as necessary to perform services in administering the CDBG P.I., as needed. It is understood that anyone hired shall be employees or contracted staff of NMCAA and not the COUNTY. NMCAA shall carry complete workers compensation, unemployment (MESIC and FUTA) insurance, and FICA and shall pay employer-related employment taxes for said employees.

**B. DUTIES OF COUNTY** – The COUNTY assumes the following duties and shall facilitate completion of the following essential duties as they relate to the utilization of recaptured CDBG P.I.:

(1) Submit the Program Guidelines that the COUNTY has prepared for fair, proficient, and regulatory expenditure of funds for approval by MEDC before P.I. funds



can be expended. Once approved, NMCAA shall adopt the COUNTY's Program Guidelines for purposes of this Agreement.

(2) Assign and train specific COUNTY staff to handle management duties of the P.I. receivables, expenditures, and reporting, and act as liaison to NMCAA. Provide clarification to NMCAA of who will be assigned these duties and responsibilities.

(3) Other administrative matters related to completed COUNTY CDBG projects, will be the responsibility of the COUNTY. These may consist of, but are not limited to, subordination requests, loan pay-off requests, lien assumptions, mortgage payment structure revision, mortgage or tax foreclosure, or lapse of insurance.

C. **COMPENSATION** – In consideration for services rendered in its administration of the CDBG program when P.I. exceeds \$35,000.00 in a Program Year, NMCAA shall receive administration fees up to 18% as approved by MEDC for each project. This fee is strictly tied to the P.I. expenditure as it relates to the project hard costs and no further compensation outside of this Agreement will be available to NMCAA for administering these P.I. funds. Administration fees are not charged to leverage funds used to complete the project.

NMCAA staff time will be tracked, itemized, and billed to the COUNTY at \$50.00 per hour on a monthly basis. Any actual cost out-lays for document recording, postage/delivery, advertising, or legal fees will be reimbursed at face value. Such tasks and expenses pertaining to matters with previous CDBG client loans shall include the following, but are not limited to:

- Subordination of Mortgage
- Pay-off and Discharge of Mortgage
- Lien Assumption
- Mortgage payment structure revisions
- Mortgage or Tax Foreclosure
- Lapse of Insurance Coverage

D. **TERM OF AGREEMENT** –

(1) **Term** – This Agreement shall continue in force for one (1) year beginning on the last date of signature below unless otherwise terminated. This Agreement may be renewed annually in accordance with the MEDC Program Year of July 1<sup>st</sup> to June 30<sup>th</sup>, unless otherwise terminated by either party, for up to five (5) additional one (1) year terms as long as P.I. funds are available to be spent according to **Exhibit A** and the GAM.

(2) **Termination With Notice** – The parties acknowledge that either party may terminate this Agreement at any time, with or without cause, upon providing thirty (30) days prior written notice.

(3) Termination Without Notice – The parties acknowledge that this Agreement shall automatically terminate without notice of any kind and be of no force or effect upon the happening of any of the following events:

- (a) If NMCAA violates any term, condition, or requirement of the CDBG program, this Agreement, or applicable law; or
- (b) If a competent governmental entity with jurisdiction terminates the CDBG program; or
- (c) If NMCAA is not approved by the State of Michigan as a third-party authorized to administer the P.I. funds.

**E. OFFICERS AND EMPLOYEES** – It is expressly understood and agreed that all officers, employees, or contracted staff of NMCAA are recognized as officers, employees, or contracted staff of NMCAA and not the COUNTY. It is understood and agreed by the parties that the COUNTY shall have no obligation to compensate, in any manner, officers, employees, or contracted staff of NMCAA or to otherwise provide benefits to the same. Instead, any salaries, wages, expenses, or benefits of NMCAA’s officers, employees, or contracted staff shall remain the sole obligation of NMCAA.

**F. INSURANCE AND INDEMNIFICATION** –

(1) NMCAA shall, at all times during the term of this Agreement and any renewals thereof, maintain insurance that meet the requirements of the Leelanau County Board of Commissioners’ Policy on “Insurance Requirements.” A copy of said Board Policy is attached to this Agreement labeled **Exhibit B**. The attached **Exhibit B** is incorporated by reference into this Agreement and made a part thereof.

(2) NMCAA agrees, at its own expense, to protect, defend, hold, and save the COUNTY, its elected and appointed officers, employees, and agents, free and harmless from any and all claims, damages, demands, liabilities, loss, lawsuits, costs, or expenses as a result of any acts, omissions, or negligence in connection with the performance by NMCAA of its obligations hereunder including, without limitation, all injuries to persons or property when NMCAA is carrying out or attempting to carry out its obligations hereunder or acting under the direction, express or implied, of the COUNTY, or by reason of NMCAA’s failure or refusal to comply or abide by any rule, order, determination, ordinance, or law of any federal, state, or municipal authority. NMCAA’s responsibilities to the COUNTY and the COUNTY’s officers, employees, and agents as set forth in this section shall not be mitigated by the insurance coverage obtained by NMCAA pursuant to the requirements of this Agreement.

(3) NMCAA agrees to hold and save the COUNTY, its officers, employees, and agents, free and harmless from any and all claims, demands, liabilities, loss, costs, or expenses arising out of an assertion by NMCAA’s agents or employees that they are agents or employees of COUNTY.

**G. FINANCIAL ADMINISTRATION –**

(1) Depository – The COUNTY shall receive, hold and maintain all P.I. funds to the extent, and in the manner, permitted by law. All P.I. funds shall be deposited in the Financial Institution of the COUNTY’s choosing and shall remain under control of the COUNTY except as expressly provided for in this Agreement.

(2) Release of Funds – NMCAA will submit an invoice monthly or on an as needed basis, requesting payment for costs incurred, or to be incurred toward project completion. The NMCAA invoice will be accompanied by copies of all supporting documents related to project costs and the associated administration fees. The report will state either the amount to be reimbursed or the cash needs for the next forty-five (45) calendar days to sustain P.I. activity. The COUNTY will review the request and remit payment to NMCAA within thirty (30) calendar days from the date that the request was received.

(3) Expenditures – NMCAA will prepare vouchers for payment of P.I. expenditures and submit to NMCAA’s Accounting Office. All vouchers will be subject to NMCAA supervisory approval before payment and will be maintained in NMCAA files for audit and review purposes. Time sheets, mileage records, and all other documentation of expenditures pursuant to this Agreement shall be available for inspection by authorized representatives of the COUNTY including, but not limited to, independent contractors whom the COUNTY has contracted with for auditing services.

NMCAA will prepare and submit monthly, or as needed, a financial statement to the COUNTY called the Program Income Expenditure Summary. The statement will reflect current monthly activity as well as cumulative P.I. activity, hard cost and administrative expenditures, along with matched dollars if applicable, for all accounts associated with the P.I.

(4) Access to Books, Documents, Papers, and Records – NMCAA shall maintain and retain all financial records and project file records in accordance with the terms, conditions, and requirements of the policies and procedures, **Exhibit A**, the GAM, and applicable law. All books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders and contracts of NMCAA pertaining to the services performed and/or items provided under this Agreement shall be open to inspection during regular working hours by the COUNTY through the Leelanau County Administrator or their designee. Refusal to allow the COUNTY or its representatives access to said records shall constitute a material breach of this Agreement and grounds for termination. In addition, the COUNTY Administrator or their designee shall be entitled to prepare audits of all books and records pertaining to the NMCAA’s services under this Agreement. Upon completion of the contract term, NMCAA shall turn over all P.I. financial and project file records to the COUNTY.

(5) Maintenance of Records – The COUNTY will maintain and retain all records covering persons served, the services rendered, expenditures made, and sums invoiced and received for the life of the lien and three (3) years after the loan has been satisfied. If an audit or litigation concerning this Agreement commences prior to the end of the required record retention period and is still under way at the end of the retention period, NMCAA shall retain the records until the audit and/or litigation has been completed and a final determination has been made thereon (e.g., in case of litigation when a final judgment has been rendered and all appeals thereof exhausted).

(6) No COUNTY Obligation – The parties acknowledge and agree that the COUNTY shall not be required to expend any of its funds, except for the P.I. funds identified herein, as a result of any provision contained in this Agreement.

#### **I. MISCELLANEOUS PROVISIONS –**

(1) Notice - All notices permitted or required hereunder shall be in writing and either mailed or personally delivered to the addresses stated above. If by mail, notice shall be deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to the party to whom notice is directed. If by personal delivery, notice shall be personally delivered to the party to whom notice is directed.

(2) Nondiscrimination - The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination.

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.

(3) Severability – The invalidity or unenforceability of any clause or provision of this Agreement shall not affect the enforceability or validity of remaining provisions and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

(4) Waiver – No term, condition, covenant, or provision contained in this Agreement may be waived except in a writing signed by the waiving party. No oral

statements, course of conduct, or course of dealing shall be deemed a waiver. No waiver by any party hereto of any violation or breach of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach, or as a continuing waiver of any violation or breach. No partial exercise of any right, power, or privilege shall preclude any other or further exercise of any other right, power, or privilege.

(5) Applicable Law and Venue – This Agreement shall be interpreted, construed, and governed according to the laws of the United States of America and State of Michigan, without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

It is expressly understood and agreed that any actions in law or equity arising out of this Agreement shall be in Michigan Courts whose jurisdiction and venue is established in accordance with the laws and Court Rules of the State of Michigan. In the event an action arising out of this Agreement or related thereto is brought in or moved to federal court, the venue for such action shall be in the Federal Judicial District Court of Michigan, Western District, Southern Division.

(6) Captions – The captions or headings to the various paragraphs contained in this Agreement are for convenience only and shall to no extent affect the meaning, scope, or interpretation hereof.

(7) Counterparts – This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which shall constitute one (1) instrument.

(8) Complete Agreement – This Agreement, Exhibit A, Exhibit B, and any additional or supplementary documentation incorporated herein by specific reference constitute the entire Agreement between the parties with respect to the subject matter hereof, 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.

(9) Assignment – This Agreement may not be assigned, in whole or in part, unless mutually agreed upon and signed by the authorized representatives of the parties.

(10) Certification of Authority to Sign Agreement – The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent, and that this Agreement has been authorized by the party they represent.

**[Signature page to follow]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**LEELANAU COUNTY,**  
A Michigan municipal corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
William J. Bunek, Chairman

\_\_\_\_\_  
Title

**NORTHWEST MICHIGAN COMMUNITY ACTION AGENCY,**  
A Michigan non-profit community action agency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature, Executive Director

\_\_\_\_\_  
Title

**APPROVED AS TO FORM FOR COUNTY OF LEELANAU:**  
**COHL, STOKER & TOSKEY, P.C.**  
By: **COURTNEY A. GABBARA**  
On: August 4, 2021

N:\Client\Leelanau\Agreements\Northwest MI Comm Action Agency\Rehab Projects\Leelanau Co CDBG PI Admin Contract - cag v2.doc

# **EXHIBIT A**

## CHAPTER 15

# PROGRAM INCOME POLICY and EMERGENCY REPAIR PROGRAM

### INTRODUCTION

The Michigan Economic Development Corporation (MEDC) on behalf of the Michigan Strategic Fund (MSF) is issuing this Program Income Policy for CDBG Grantees, effective July 1, 2016.

It is imperative that all CDBG Program Income (PI) received by the Unit of General Local Government (UGLG) in the CDBG Grant Program Year (PY) from July 1 to June 30 be counted to determine if the UGLG received \$35,000 or more in Program Income in the Program year (UGLG Total PI).

An UGLG may receive CDBG Program Income from various CDBG funds, grants and/or loans including housing, community development, business development, revolving loan funds, CDBG loan funds, etc.

## PROGRAM INCOME POLICY

### SECTION 1 - PROGRAM INCOME DEFINED

A. Program Income commonly includes:

1. Principal and interest on loans made from CDBG funds.
2. Interest earned from CDBG local Revolving Loan Funds.
3. Proceeds from sale, disposition, or long-term lease of any privately-owned property or equipment purchased or improved in whole or in part with CDBG funds. For proceeds on sale of privately-owned property, proceeds will be netted against cost of maintaining the property and net proceeds will be subject to the Program Income rules. In this situation please contact the MEDC for further guidance.
4. Gross income from the use or rental of real property owned by the UGLG and purchased or improved with CDBG funds.
5. See HUD regulation [24 CFR 570.489 \(e\)](#) for a full list of potential Program Income sources.

B. Program Income does **NOT** include:

1. UGLG Total PI less than \$35,000 in the Program Year. These funds cease to be federal money after the end of the PY in which the PI was received and may be used by the UGLG for any activity, including activities not eligible under CDBG regulations.
2. Income received by 105(a)15 Lenders (Regional Loan Funds in the CDBG Loan Program) for successfully completed loans per the Grant Administration Manual (GAM) and other guidance.
3. Proceeds on sale of real property purchased or improved more than 5 years after the expiration of the grant agreement between the UGLG and the State. This applies to UGLG owned property, subject to the terms of the grant agreement.



## SECTION 2 - POLICY AND PROCEDURE

1. CDBG Program Income may NOT be expended during the Program Year (July 1 – June 30) in which PI was earned. Exceptions will be considered, please contact the MEDC.
2. CDBG Program Income may NOT be expended for non-CDBG eligible uses without receiving MEDC verification that the UGLG Total PI is less than \$35,000.
3. At the end of the Program Year, all CDBG Program Income generated through all UGLG Programs (housing, CDBG Loan Funds, economic development projects, etc.) must be counted together to determine if the UGLG Total PI has exceeded the \$35,000 limit.
4. One central contact for UGLG Total PI should be established for each UGLG to assist us in gathering and disseminating information related to CDBG Program Income. This person will be identified on the certification form submitted by the UGLG.
5. Near the end of the program Year, the CDBG PI Program Year Certification (Form 15-B) must be completed by all grantees. The form will verify the amount of PI received during the program year.
6. Upon receipt of the CDBG PI Program Year Certification forms, the MEDC will verify the amount of UGLG Total PI and advise UGLG as to whether the \$35,000 threshold has been surpassed.
7. **If the UGLG Total PI (from housing, CDBG loan funds, economic development grants, etc.) is \$35,000 or more**, then the funds retain their federal identify and the UGLG will have 12 months from June 30th to spend those funds on continuing CDBG activities as defined by the CDBG Program. **Effective July 1, 2018, the only eligible CDBG continuing activity will be emergency home repairs.**
8. **If the UGLG Total PI (from housing, CDBG loan funds, economic development grants, etc.) is less than \$35,000**, the funds cease to be federal and may be used by the UGLG for any activity, including activities not eligible under CDBG regulations. It is recommended that UGLGs consider using said non-federal funds to administer an emergency repair program.
9. Program Income of \$35,000 or over received in a single program year retains its federal nature indefinitely, except in very limited circumstances.
10. Program Income not expended within 12 months of the end of the Program Year must be returned to the State of Michigan.
11. If an UGLG does not wish to retain CDBG Program Income and comply with these requirements, the UGLG may return PI funds to the State. All Program Income returned to the State will be reported to HUD and reallocated to other CDBG programs.
12. Program Income Emergency Repair programs are subject to remote monitoring. The MEDC reserves the right to monitoring on-site.
13. Publication Affidavit and Public Hearing with Meeting Minutes for the amount of program income received from the emergency repair program.

Notice for public hearing, which must be substantiated with a publication affidavit, will show five (5) calendar days minimum notice was provided to citizens, and the notice was published in a local or applicable newspaper, a sample of a Public Hearing Notice can be found in the Grant Administration Manual, Chapter 11 Citizen Participation and Other Requirements form 11-A. Begin counting day one (1) on the day following the notice. The following items must be included in the public notice:

- a. The amount of emergency repair program income funds available.

- b. The estimated amount proposed to be used for to benefit LMI persons.
- c. The plans of the applicant for minimizing displacement of persons as a result of activities assisted with such funds and the benefits to be provided by persons actually displaced as a result of such activities, if applicable.
- d. Information regarding the applicant's performance in prior CDBG programs funded by the State, if applicable.

Proof of notice, written minutes of hearings and an attendance roster must be kept for review by State officials.

### SECTION 3 - COMPLIANCE

The expenditure of \$35,000 and over of PI received in a single program year is subject to standard federally required compliance, reporting and monitoring. National objectives must be met, and accomplishment data collected.

- CDBG Program regulations (24 CFR 570)
- CDBG Program regulations relative to Program Income (24 CFR 570.489e(3)(ii))
- NEPA Environmental Review (24 CFR 58)
- National Objective (1040 Income Verification)
- Davis Bacon (not required for Homeowner Emergency Repair activities)
- Uniform Relocation Act (not required for Homeowner Emergency Repair activities)
- Federal Administrative Requirements (2 CFR 200 OMB Super Circular)
- MEDC and/or HUD reporting and monitoring requirements

### SECTION 4 - CDBG ACTIVITIES PERMITTED WITH PROGRAM INCOME

#### Low/Mod Housing

- Emergency Repair

#### Administration

- Reasonable and necessary costs for administering a PI Emergency Repair Program
- Administrative costs may not exceed 18% of total Program Income received
- Not more than 18% of the total funds spent on each activity may go towards admin.
- Administrative costs must be fully documented and will be reviewed at monitoring.

**Program Income Generated from CDBG Non-housing Grants** may only be used for the eligible continuing activity identified by the CDBG Program.

## EMERGENCY REPAIR PROGRAM

### SECTION 1 - UGLG PROGRAM GUIDELINES

The UGLG must have Emergency Repair Program Guidelines setting forth how program income will be used including a description of the emergency repair program. The UGLG:

1. May use MSHDA County Allocation Program Income Guidelines; however, they must be updated.
2. Edit all references to MSHDA to read as the County's name.
3. Is responsible for the emergency homeowner repair projects.
4. Must list any and all activities to be included for emergency rehabilitation housing projects.
5. Must utilize the compliance guide for program income emergency repair.
6. Must send their Emergency Repair Program Guidelines to MEDC for review.
7. Upon MEDC review and approval, they must be approved by the County Board.
8. Upon approval from the County Board, the UGLG will be allowed to utilize their program income funds.

### SECTION 2 - EMERGENCY REPAIR ACTIVITY

The UGLG is charged with the fiscal responsibility of certifying that 100% of the CDBG Program Income Emergency Repairs are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse.

- Program Income has been used in accordance with Title I requirements, in accordance with CDBG Program Income Emergency Repair, and program requirements outlined in the GAM.
- UGLG has a system for tracking Program Income generated by CDBG Loan Program funds
- Program Income must be deposited into a separate fund or account (may be interest-bearing).
- Program Income information in UGLGs accounting records match the information reported to the State.
- Program Income received is prorated based on the percentage of MEDC federal funds used or is directly tied to the mortgage and note or net proceeds of sale.

UGLG's have the flexibility under the CDBG Program Income Emergency Repair to design programs that meet the needs of their residents. Examples of the types of local programs that may be funded include:

The CDBG Program Income Emergency Repairs are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse, which typically bring the property up to local codes and standards.

Emergency repair programs that provide for the repair of certain elements of a housing unit in emergency situations, such as:

1. Repairs to a **roof** that is leaking, but the whole house is not rehabilitated.
2. Malfunctioning **hot water equipment** resulting in total lack of running hot water in the household.
3. **Plumbing** repairs in cases where water supply or drainage lines have ruptured, and the house is without running water.
4. **Septic tank** is overflowing, or the **drain field** has deteriorated.
5. **Electrical or gas repairs in electrical fire or gas hazard situations** and or cases where the faulty electrical wiring has resulted in total lack of illumination in the household or inability to use such necessary major appliances as the refrigerator or range or furnace or water heater.
6. **Structural damage** that creates an emergency safety situation.
7. Emergency **handicapped accessibility improvements**, such as installation of a ramp can be approved with an emergency health, triggering event.
8. **Other emergency items** not listed above will need approval by the CDBG Program Specialist.

### SECTION 3 - HOUSEHOLD ELIGIBILITY REQUIREMENTS

Grantees must certify that CDBG program recipients meet the HUD eligibility requirements. The Grantee must follow the HUD guidance for income calculations, using the **IRS Form 1040 Adjusted Gross Income Calculation** method: <https://www.hudexchange.info/incomecalculator>

When using the IRS Form 1040 definition to determine an applicant's annual income, Grantees must use the **most current version** of the IRS Form 1040 – the version filed **for current year tax reporting purposes**. An example of the worksheet is Form 2-D, RR Income Eligibility Calculation SAMPLE.

Grantees are responsible for maintaining all documents used to determine and verify CDBG program recipient's income used with the HUD income calculator.

### SECTION 4 - LIEN REQUIREMENTS

The UGLG, has the discretion to provide a grant, or a mortgage loan. The CDBG does not require Liens, nor repayment of mortgage loans. It is for the UGLG to determine and comply with their own policy regarding CDBG Program Income Emergency Repair liens.

**Land Contracts.** Please Note: The CDBG does not require Liens. If you are dealing with a land contract. Please Note: The Land Contract seller(s) must sign the UGLG's mortgage and the Land Contract Subordination Agreement. This document would be recorded and would give the grantee a superior lien position to the Land Contract seller(s).

## SECTION 5 – COMPLIANCE

The UGLG is responsible for the compliance, regulations, requirements and forms set forth in the GAM. The following items are located at:

	GAM Chapter
Asbestos	5
Citizen Participation	11
Conflict of Interest	1
Environmental Review	5
Fair Housing and Equal Opportunity	9
Financial Management	8
Administrative Activity Report	8-D
Lead-Based Paint	5
Lead-Based Paint Requirements Applicability Worksheet	5-S
National Objective	1
Procurement and Contracting	4
Contract and Subcontract Activity HUD-2516	4-P

### LEAD SAFE HOUSING RULE-EXEMPTIONS

Some CDBG projects may be exempt from the Lead Safe Housing Rule if they meet the criteria listed below:

1. Housing units constructed after 1978.
2. The CDBG Program Income Emergency Repairs are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency.
3. Housing “exclusively” for the elderly or persons with disabilities, with the provision that children less than six years of age will not reside in the dwelling unit.
4. An inspection performed according to HUD standards found the property contained no lead-based paint.
5. According to documented methodologies, lead-based paint has been identified and removed, and the property has achieved clearance.
6. The rehabilitation will not disturb any painted surface.
7. The property has no bedrooms.
8. The property is currently vacant and will remain vacant until demolition.

UGLGs administering emergency repair programs should pay attention to the exemption “The rehabilitation will not disturb any painted surfaces.” Many emergency repair programs replace only water heaters or roofs where no painted surfaces are disturbed and thus may be exempt from the Rule.

All exemptions must be documented in the project file. A Program Income Exempt Project Determination and a Lead-Based Paint Requirements Applicability Worksheet must be submitted to and approved by the MEDC for each activity before costs for the activity can be incurred.

## SECTION 6 – REPORTING REQUIREMENTS

Records for program income transactions after the period of performance. In some cases, Grantees must report program income after the period of performance. Where there is such a requirement, the 3-year retention period for the records pertaining to the earning of the program income starts from the end of the Grantee’s fiscal year in which the program income is earned.

**Program Income Certification.** Grantees that receive Program Income, as defined above, must certify each Program Year the amount of Program Income is received using Form 15-H, Program Income PY Expenditure and Accomplishment Report. This is required for each Program Year, whether the grantee has received funds or not.

## **SECTION 7 – ADDITIONAL REQUIREMENTS**

### **CONFLICTS PROHIBITED**

No persons described above may obtain a financial interest or benefit from a (UGLG) County program income emergency rehabilitation program-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have a family or business ties, during their tenure or for one year thereafter.

### **COOPERATION**

At all times the UGLG shall cooperate fully with the MSF, MSF Fund Manager, HUD, Office of Inspector General or similar department, and law enforcement officials and agencies.

### **CHAPTER 15 FORMS**

- 15-A UGLG PI Decision Tree
- 15-B Program Income Certification
- 15-C Program Income Emergency Repair Activity Checklist
- 15-D Program Income Emergency Repair Grant Checklist
- 15-E Certifying Officer Designation
- 15-F Land Contract Subordination, SAMPLE
- 15-G Program Income Exempt Project Determination
- 15-H Program Income PY Expenditure and Accomplishment Report

# EXHIBIT 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: Select one Contact Person: <u>Joseph Povolo</u> Telephone No.: <u>231-256-9803</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>08/10/2021</u> <input checked="" type="checkbox"/> Regular Session: <u>08/17/2021</u>
------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>Source Selection Method</b> <input type="checkbox"/> Select One <input type="checkbox"/> Other: _____	VENDOR: _____ Address: _____ Phone: _____
----------------------------------------------------------------------------------------------------------------	-------------------------------------------------

Budgeted Amount: _____ \$ 0.00	Contracted Amount: _____ \$ 5,000.00
--------------------------------	--------------------------------------

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>2% Tribal Council Allocation</u>

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

This is a request for approval of the contract drafted by Leelanau County's corporate counsel for distribution of \$5000.00 granted through Tribal Council Allocation of 2% funds by the Leelanau Family Court in conjunction with Child and Families Services for Safe Haven.

**Suggested Recommendation:** Motion to approve the contract between Leelanau County and Child and Family Services for the distribution of the 2% Tribal Council Allocation funds for \$5000.00 as drafted by Leelanau County's corporate counsel.

Department Head Approval: Marian Komkows Date: 7-21-21

## AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan, with offices located at 8527 E. Government Center Dr., Suttons Bay, MI 49682 (hereinafter referred to as the "County"), and **CHILD AND FAMILY SERVICES, SAFE HAVEN**, a Michigan non-profit corporation, located at 3785 Veterans Dr., Traverse City, MI 49684 (hereinafter referred to as the "Contractor"). The County and the Contractor are sometimes hereinafter referred to as the "Party" or "Parties".

### **WITNESSETH:**

**WHEREAS**, the County desires the Contractor continue to provide services for supervised visitation and exchanges.

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

**FIRST: Program to be Operated by Contractor.** The Contractor shall administer and operate a program to provide supervised visits for parents who required supervision due to legal decisions, and to provide a safe place for custodial parents to exchange children without having to interact with each other, hereinafter collectively referred to as the "Program."

**SECOND: Duties of Contractor.** The Contractor, in accordance with the general purposes and objectives of this Agreement as herein specified, shall:

- A. Administer and operate the Program.
- B. Provide the necessary administrative, professional, and technical staff for the operation of the Program, and be responsible for such staff members.

**THIRD: Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it hereunder on the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, and shall continue said services through the \_\_\_ day of December 20\_\_\_, Time Being of the Essence.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of ten (10) days prior written notice to the Contractor. In the event this Agreement is terminated by the County for reasons other than the Contractor's breach of this Agreement, the Contractor shall be entitled to receive or retain a sum equal to one-twelfth (1/12th) of the total sum of the compensation stated in the **FOURTH** section of this Agreement multiplied (x) by the number of months in which the Contractor performed services under this Agreement prior to the effective date of termination. Any funds received by the Contractor that are in excess of this revised sum shall be returned to the County within thirty (30) days of the effective date of termination. It is expressly understood and agreed that in the event of a breach of this Agreement by the Contractor and its termination by the County, the County, in addition to the Agreement's termination, reserves the right to seek any other remedies available in law or in equity.

**FOURTH: Compensation.** It is expressly understood and agreed that in no event will the total compensation to be paid by the County to the Contractor under this Agreement exceed the sum of \$5,000.00. Said funds are derived from a granted application for funds from the Tribal Council Allocation of 2% Funds, submitted by the 13<sup>th</sup> Judicial Court-Family Division for the Safe Haven program. The Contractor shall receive said compensation in one (1) installment. Payment shall be made within thirty (30) days of the date in which this Agreement is fully signed by the representatives of both the County and the Contractor.

**FIFTH: Accounting Procedures.** The Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

**SIXTH: Annual and Evaluation Reports.** The Contractor shall prepare and submit to the County the following reports:

- A. Reports, including programmatic and financial data on the activities of the Contractor and the services provided pursuant to this Agreement, shall be submitted on or before \_\_\_\_\_, 20\_\_.
- B. Further evaluation reports when and as requested by the County.

**SEVENTH: Nondiscrimination.** The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

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

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

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

**NINTH: Applicable Law and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

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

**ELEVENTH: Modifications, Amendments, or Waiver of Provisions of the Agreement.** All modifications, amendments, or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

**TWELFTH: Assignment or Subcontracting.** The Contractor shall not assign, subcontract, or otherwise transfer its duties and/or obligations under this Agreement.

**THIRTEENTH: Power to Diminish or Terminate Compensation for Failure to Comply with Agreement.** In the event that the Contractor fails to fulfill any of the terms or conditions of this Agreement in a timely and diligent manner as determined by the County, the County reserves the right to reduce or diminish or terminate the compensation set forth in the **FOURTH** section in a manner which reflects such noncompliance.

**FOURTEENTH: Purpose of Section Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**FIFTEENTH: Complete Agreement.** This Agreement, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**SIXTEENTH: Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this

Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

**SEVENTEENTH: Certification of Authority to Sign Agreement.** The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Party they represent, and that this Agreement has been authorized by the Party they represent.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS INSTRUMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**COUNTY OF LEELANAU**

**CHILD AND FAMILY SERVICES – SAFE HAVEN**

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

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

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

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

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

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

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

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

N:\Client\Leelanau\Agreements\Child & Family Svcs\Tribal Council Allocation\Child and Family SAFE HAVE contract .doc  
Leelanau Co. #21-015

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Probate/Family Court</u> Contact Person: <u>Joseph Povolo</u> Telephone No.: <u>231-256-9803</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>08/10/2021</u> <input checked="" type="checkbox"/> Regular Session: <u>08/17/2021</u>
<b>Source Selection Method</b>	VENDOR: _____  Address/ Phone: _____
<input checked="" type="checkbox"/> State Contract  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	

Budgeted Amount: _____ \$ 0.00	Contracted Amount: _____ \$ 37,985.00
--------------------------------	---------------------------------------

Document Description	
<input checked="" type="checkbox"/> Grant	<input checked="" type="checkbox"/> Other <u>Funded by MDHHS</u>

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

This request is for acceptance of \$37985.00 from the FY 2022 Appropriations for Michigan Department of Health and Human Services RTA-2022 (Raise the Age). While the Child Care Fund will be covering 100% of the costs for eligible 17 year olds who enter the Family Court after October 1, 2021, there will be additional costs that are not covered by the Child Care Fund. These funds give the court additional resources to cover items such as expenses for non-CCF eligible youth, attorney fees, judicial expenses, technology, wages & benefits, etc. These funds are submitted and reported through the Egrams system and requires monthly reporting in order to receive monthly disbursements.

*Suggested Recommendation:* Motion to accept \$37985.00 from the FY 2022 Appropriations for Michigan Department of Health and Human Services RTA-2022 (Raise the Age) to cover costs which are incurred by the court that are not reimbursed through the Child Care Fund.

Department Head Approval: *Miriam Komrowski* Date: 7-22-21



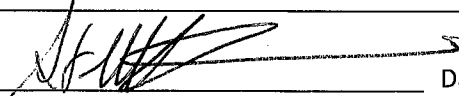
# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Leland Dam Authority</u> Contact Person: <u>Steve Christensen</u> Telephone No.: <u>231-256-8263</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board Session 08/10/2021
<b>Source Selection Method</b> <input checked="" type="checkbox"/> Quotation <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>#805</u>	VENDOR: <u>Ace Welding &amp; Machine, Inc.</u>  Address/ 1505 Premier St. Traverse City, MI 49686 Phone: 231-941-9664

Budgeted Amount: _____ \$ 0.00	Contracted Amount: _____ \$ 975.00
--------------------------------	------------------------------------

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

<p><input checked="" type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b></p> <p>Upon the recommendation of the Maintenance Director, the Leland Dam Authority met during a Special Session on July 28, 2021, to review a quote (attached) from Ace Welding of Traverse City. The quote was for the CAD design of a gate access ladder system for the Leland Dam, which will allow for safe access to the gate (see attached photos). The Authority subsequently approved the following recommendation:</p> <p><b><i>"...to proceed with Ace Welding's quote dated July 7, 2021, to provide labor and detailed drawing to design a ladder and platform for the Leland Dam, (in an amount) not to exceed \$975.00.00"</i></b></p> <p>The quote will be forwarded to counsel to draft an agreement.</p> <p style="margin-top: 20px;"><b>Suggested Recommendation:</b> I move to recommend that the Leelanau County Board of Commissioners waive its policy on bid requirements and approve the quote from Ace Welding of Traverse City, for the CAD design of a ladder and platform at the Leland Dam, pending Counsel review and approval, in an amount not to exceed \$975.00; funds to come #805.</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Department Head Approval:  Date: 08/02/2021



ACE WELDING & Machine Inc.  
1505 PREMIER ST.  
TRAVERSE CITY MI. 49686

(231) 941-9664 ph  
(231) 941-9618 fax

7/7/21

JERRY LEEZANAU COUNTY

LABOR TO PROVIDE DETAILED DRAWINGS ON  
LADDERS AND PLATFORM AT/FOR THE LELAND  
DAM.

\$ 975.00  
TOTAL

*Tony Watten*  
PRES / OWNER

ACE WELDING & MACHINE INC.

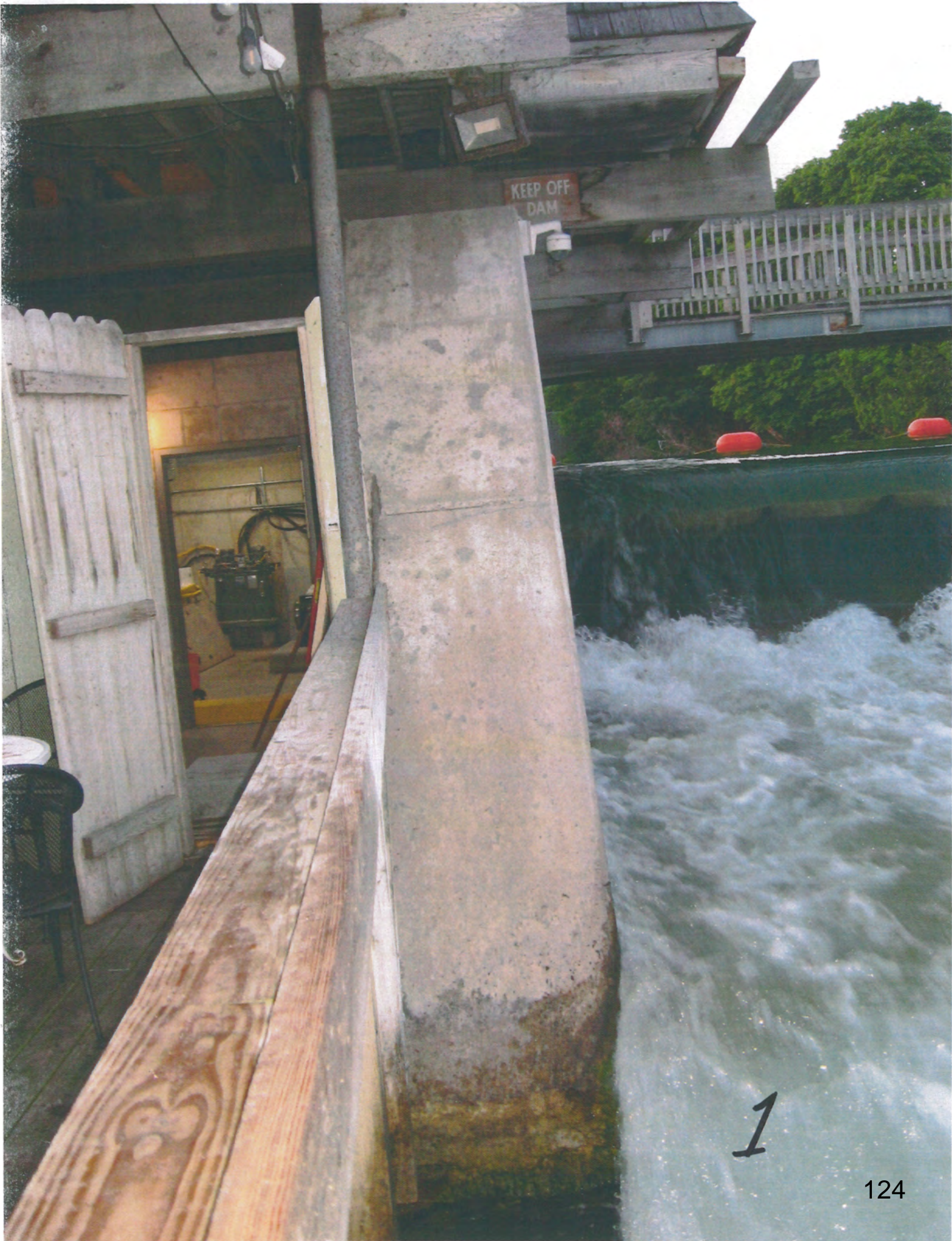
July 8, 2021  
9:51AM

# REVENUE & EXPENSE REPORT - CURRENT

Fund 805 Special Assmt Cap. Proj Fund  
Department

County of Leelanau  
Period Ending Date: June 30, 2021

Account Number Account Name	Month-to-date Actual	Current Year-to-date Actual	Current Year Total Amended Budget	Percentage Spent/Received
<b>Fund 805 Special Assmt Cap. Proj Fund</b>				
<b>Fiscal Year 2021</b>				
<b>Expenses</b>				
000000-727.000 Office/Operating Supplies	200.65	633.69	100.00	633.69%
000000-775.000 Repair and Maintenance	0.00	3,179.51	600.00	529.92%
000000-801.000 Contractual Services	0.00	1,000.00	12,000.00	8.33%
000000-850.000 Telephone	206.35	1,416.32	2,500.00	56.65%
000000-920.000 Utilities (Light-Oil)	278.33	2,555.04	2,900.00	88.10%
000000-942.000 Copy Machine Charges (Rental)	0.00	1.92	0.00	100.00%
000000-970.000 Capital Outlay	0.00	0.00	31,000.00	0.00%
<b>Expenses Total</b>	<b>685.33</b>	<b>8,786.48</b>	<b>49,100.00</b>	<b>17.90%</b>
	685.33	8,786.48	49,100.00	17.90%
<b>Expenses Fund Total</b>	<b>685.33</b>	<b>8,786.48</b>	<b>49,100.00</b>	<b>17.90%</b>
<b>Net (Rev/Exp)</b>	<b>685.33</b>	<b>8,786.48</b>	<b>49,100.00</b>	
<b>Beginning/Adjusted Balance</b>	<b>19,891.98</b>	<b>+</b>	<b>YTD Revenues</b>	<b>-</b>
			29,100.00	<b>=</b>
			<b>YTD Expenses</b>	<b>Current Fund Balance</b>
			8,786.48	40,205.50
<b>Grand Total for Expenses</b>	<b>685.33</b>	<b>8,786.48</b>	<b>49,100.00</b>	<b>17.90%</b>
<b>Grand Total Net Rev/Exp</b>	<b>685.33</b>	<b>8,786.48</b>	<b>49,100.00</b>	

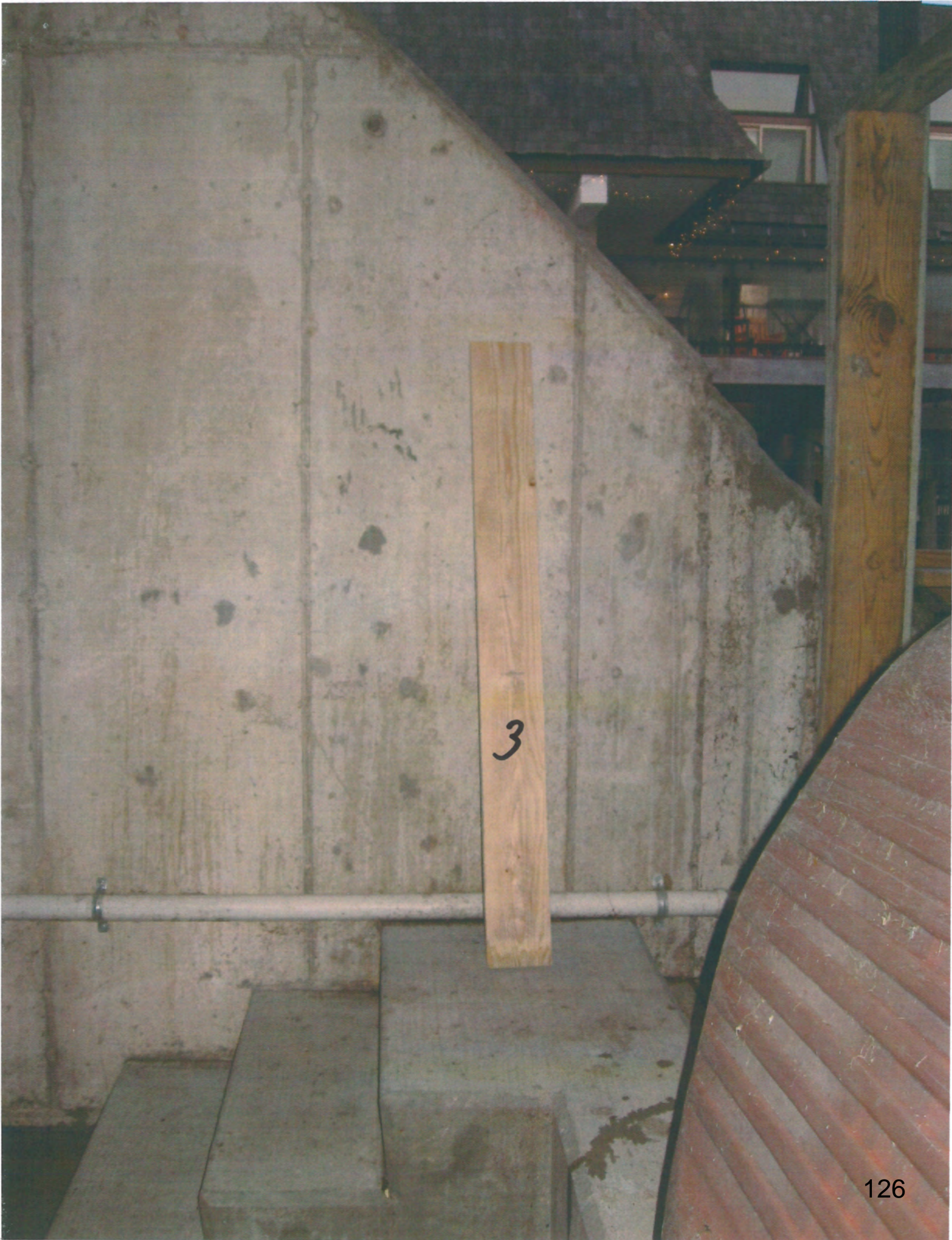


KEEP OFF  
DAM

1

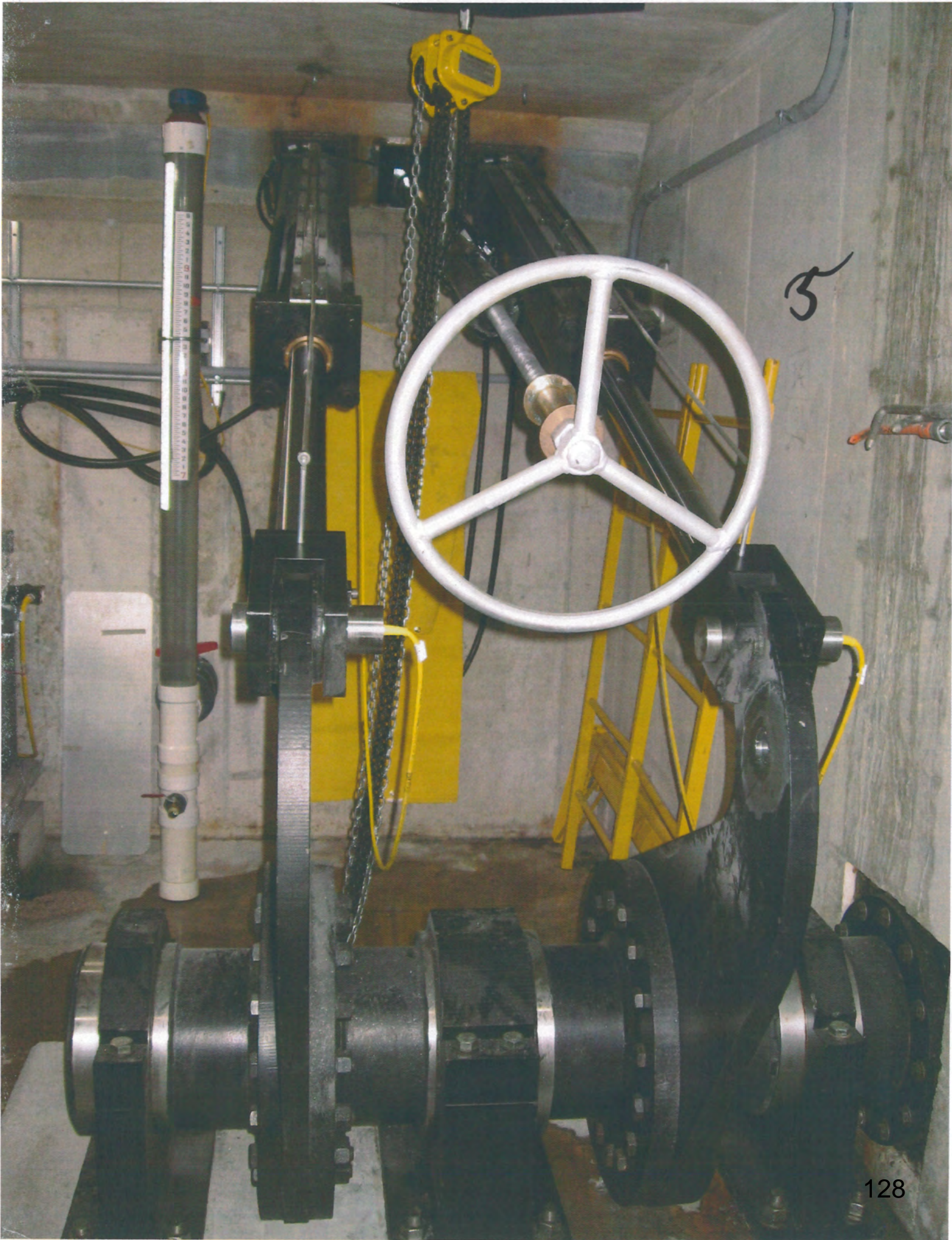


2



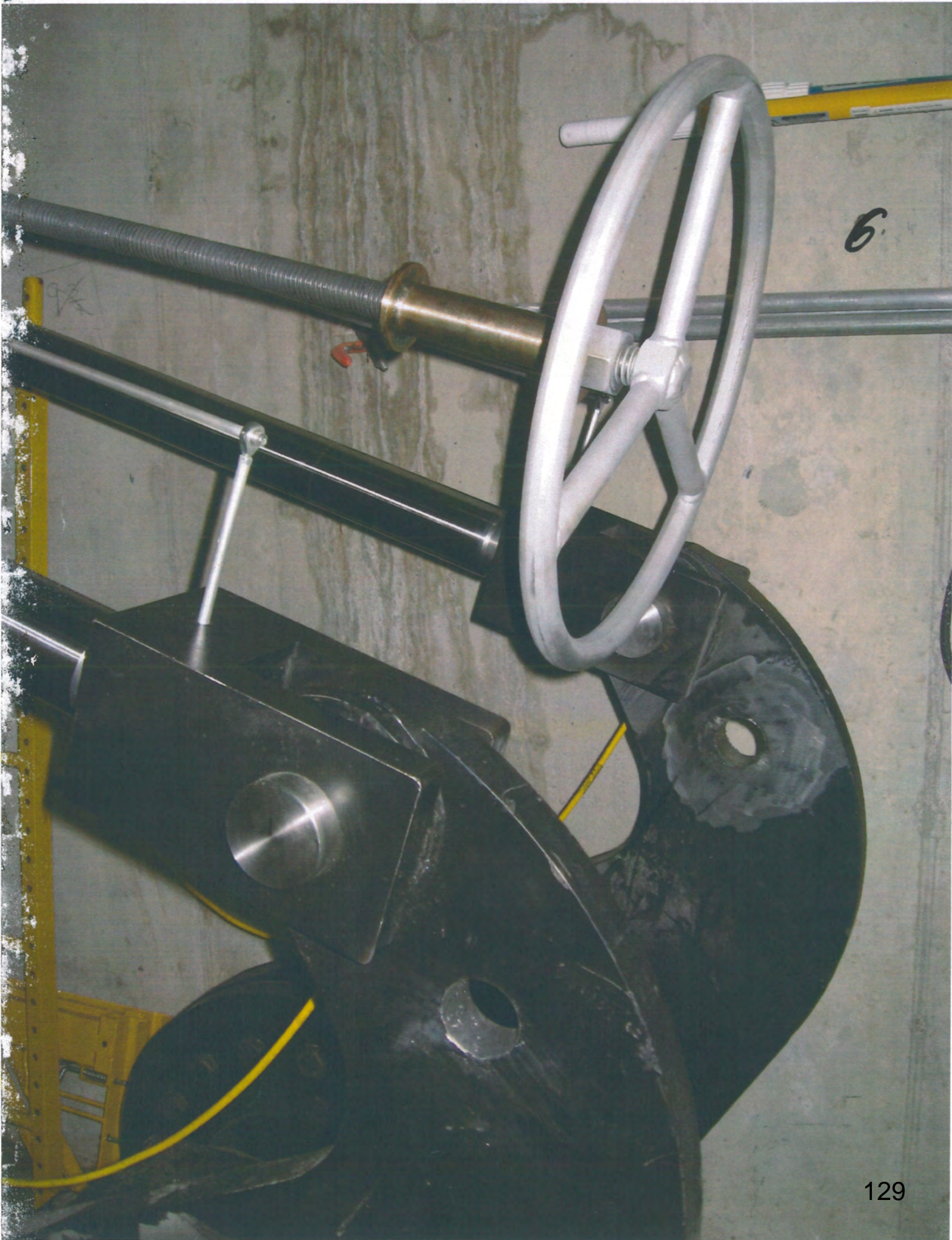
3





5





6.



7

**From:** [Jennifer Zywicki](#)  
**To:** [Laurel Evans](#)  
**Cc:** [Steve Christensen](#); [Jerry Culman](#); [Michelle Crocker](#); [Sarah Lautner](#); [Johanna Novak](#)  
**Subject:** Dam Fund purchases through 7.31.2021  
**Date:** Monday, August 2, 2021 3:08:16 PM  
**Attachments:** [Not Final 7.31.2021 Transaction History Dam Fund.pdf](#)  
[Not Final 7.31.2021 Budgetary Expense Report Dam Fund.pdf](#)

---

Good afternoon,

Here are two documents that I have created to show the expenses on the Dam Fund that are current through 7.31.2021 and will need an amendment by year end. If these items could be discussed, along with the additional project in August with the BOC, then I could put together a final Amendment/transfer after the RFP bids come back, if the project goes.

Let me know if you have any questions, or need anything else for the meeting.

Thank you,

Jen Z

*Jennifer L. Zywicki*

Chief Deputy Clerk

Leelanau County Clerk's Office

Phone: 231-256-9824

Fax: 231-256-8295

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

# REVENUE & EXPENSE REPORT - CURRENT

Fund 805 Special Assmt Cap. Proj Fund

County of Leelanau

Department Period Ending Date: July 31, 2021 - NOT FINAL

Account Number Account Name	Month-to-date Actual	Current Year-to- date Actual	Current Year Total Amended Budget	Percentage Spent/Received	Proposed Budget Changes through 7/31/2021
<b>Revenues</b>					
000000-401.000 Fund Balance Forward	0.00	0.00	20,000.00	0.00 %	Increase to:
000000-699.101 Transfer In - General Fund	0.00	29,100.00	29,100.00	100.00 %	+ 3,500.00
<b>Revenues Total</b>	<b>0.00</b>	<b>29,100.00</b>	<b>49,100.00</b>	<b>59.27 %</b>	
<b>Expenses</b>					
000000-727.000 Office/Operating Supplies	0.00	633.69	100.00	633.69 %	+ 600.00
000000-775.000 Repair and Maintenance	0.00	3,188.75	600.00	531.46 %	+ 2,900.00
000000-801.000 Contractual Services	0.00	3,387.50	12,000.00	28.23 %	
000000-850.000 Telephone	0.00	1,622.19	2,500.00	64.89 %	
000000-920.000 Utilities (Light-Oil)	0.00	2,678.48	2,900.00	92.36 %	
000000-942.000 Copy Machine Charges (Rental)	0.00	1.92	0.00	100.00 %	
000000-970.000 Capital Outlay	0.00	0.00	31,000.00	0.00 %	
<b>Expenses Total</b>	<b>0.00</b>	<b>11,512.53</b>	<b>49,100.00</b>	<b>23.45 %</b>	3,500.00
	<b>0.00</b>	<b>17,587.47</b>	<b>0.00</b>	<b>100.00 %</b>	
<b>Revenues Total</b>	<b>0.00</b>	<b>29,100.00</b>	<b>49,100.00</b>	<b>59.27 %</b>	
<b>Expenses Fund Total</b>	<b>0.00</b>	<b>11,512.53</b>	<b>49,100.00</b>	<b>23.45 %</b>	
<b>Net (Rev/Exp)</b>	<b>0.00</b>	<b>17,587.47</b>	<b>0.00</b>		
<b>Beginning/Adjusted Balance</b>		<b>YTD Revenues</b>	<b>YTD Expenses</b>	<b>Current Fund Balance</b>	
19,891.98	+	29,100.00	-	11,512.53	= 37,479.45
<b>Grand Total for Revenues</b>	<b>0.00</b>	<b>29,100.00</b>	<b>49,100.00</b>	<b>59.27 %</b>	
<b>Grand Total for Expenses</b>	<b>0.00</b>	<b>11,512.53</b>	<b>49,100.00</b>	<b>23.45 %</b>	
<b>Grand Total Net Rev/Exp</b>	<b>0.00</b>	<b>17,587.47</b>	<b>0.00</b>		

# Transaction History Listing Report

County of Leelanau  
Account Balance Transactions

Date Range: January 1, 2021 Thru July 31, 2021 - NOT FINAL

Fund: 805 Special Assmt Cap. Proj Fund  
Department: 0000C

Date	SRC	Batch	Operator	Ref #	Description	Debits	Credits
<b>Account: 000000-775.000</b>			<b>Repair and Maintenance</b>		<b>Dept</b>		
<b>Beginning Balance :</b>							
3/8/2021	AP	22331	SJL	20210308	FORESTRY SUPPLIERS, INC.	124.80	
3/29/2021	AP	22352	SJL	20210329	ACE WELDING & MACHINE INC: Create & Powder Coat Escape Door for Mechanical Room	880.00	
<b>Total Repair and Maintenance Transactions for March:</b>						1,004.80	0.00
4/1/2021	AP	22388	SJL	20210329	ACE WELDING & MACHINE INC: Create and Powder Coat Shelf for Mechanical Room	585.00	
4/8/2021	AP	22352	SJL	20210408	CONCRETE CENTRAL NORTH	244.34	
4/26/2021	AP	22388	SJL	20210426	BUNEKS' HARDWARE, INC.	15.30	
4/26/2021	AP	22457	SJL	20210426	FASTENAL COMPANY	14.00	
<b>Total Repair and Maintenance Transactions for April:</b>						858.64	0.00
5/10/2021	AP	22457	SJL	20210510	TRANSDUCER TECHNIQUES: (2) Replacement Pins for Locking Mechanism	1,256.08	
5/28/2021	AP	22509	SJL	20210528	AMAZON.COM	59.99	
<b>Total Repair and Maintenance Transactions for May:</b>						1,316.07	0.00
6/22/2021	AP	22560	SJL	20210622	BUNEKS' HARDWARE, INC.	9.24	
<b>Total Repair and Maintenance Transactions for June:</b>						9.24	0.00
<b>Period Repair and Maintenance Totals</b>						3,188.75	0.00
<b>Year-To-Date Repair and Maintenance Totals</b>						3,188.75	0.00
<b>Appropriations - Current Expenditures = Unexpended Balance</b>						<b>Current Encumbrance</b>	<b>Unencumbered Balance</b>
						=	
600.00						3,188.75	2,588.75
<b>Grand Totals</b>						<b>3,188.75</b>	<b>0.00</b>

\* Indicates Prior Year Transactions

Operator: JEN

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Parks &amp; Recreation</u> Contact Person: <u>Dave Barrons</u> Telephone No.: <u>231-256-9711</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board Session 08/10/2021
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>Elmer's Crane &amp; Dozer, Inc.</u>  Address/ PO Box 6150 Traverse City, MI 49696 Phone: 231-943-3443
<input checked="" type="checkbox"/> Bid  <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>101.850.756.970.000</u>	

Budgeted Amount: <u>\$ 45,000.00</u>	Contracted Amount: <u>\$ 23,500.00</u>
--------------------------------------	----------------------------------------

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

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

As part of its commitment to ensure the safety of all parks visitors, the Veronica Valley Park Committee had sought bids for the construction of a Fishpond Walkway around the main pond at that park. This walkway would benefit all fishing public.

One bid was received (see attached), and the Committee then forwarded its recommendation to the full Parks and Recreation Commission for review. The proposal will be forwarded on to counsel to draft an agreement upon approval by the County Board.

The proposed pathway would provide increased safety as the walkway with a firm, flat surface, which will replace an uneven, not level surface, which creates numerous trip and fall points. More than one young fisher has tumbled into the water due to the rough surrounding edge (images also attached).

The proposed project has been a high priority for at least four years.

**Suggested Recommendation:** I move to recommend that the Leelanau County Board of Commissioners approve the bid from Elmer's Crane & Dozer for the construction of a fishpond pathway at Veronica Valley Park in an amount not to exceed \$23,500.00; funds to come from 101.850.756.970.000.

Department Head Approval: *Dave Barrons* Date: 08/04/2021

**Veronica Valley County Park – main fish pond**



**EXHIBIT D - Scope of Services**  
**FISH POND EDGE WALKWAY**  
**VERONICA VALLEY COUNTY PARK**

Work must be completed by November 30, 2021

Stone walkway along pond is 8 ft wide and about 180 ft long.

There is also an approach at the north end that is 8 x 15 feet with 1:12 slope

6 x 8 rectangular treated posts are to be fitted around the outer perimeter

The 6 x 8 treated posts will be furnished by County (used guardrail posts)

6 x 8's are to be fitted on ends, and secured to ground with two 4 ft long re-rod

Bottom of posts are to be level, or slightly above, present cedar posts in water

Walkway next to perimeter posts, and north approach, is to be graded, barrier fabric installed, then filled with 3 inches of 21-AA stone.

After 21-AA stone is installed, add 6A crushed stone as a topping so as to fill the voids, work in as much as possible, and then pack

The slope to the north approach should be 1:12

After walkway is graded, the land side slope should be gentle, approximately 1:8

Bushes on the north and south end of walkway are to be removed

Excess dirt/material can be disposed on site, near an old 'tee off', around the edges, low area, immediately to the NE of work area.

Finished excavation area, and fill, is to be graded and seeded.

Soil & Erosion permit to be furnished by the County Parks and Recreation

Attachments: 1 & 2 walkway....3 & 4 map/work location



BRIDGE

KIDS FISH POND

M. 641

BEVEL EDGE OF  
6x8 TO MAINTAIN  
CURVE

WALKWAY

6x8 WOOD  
BOARDER

POND

REMOVE BUSH

EL. +100

+101

+102

+103

6x8 WOOD BOARDER

8" WIDE STONE  
WALKWAY

GRADED SITE

SECTION SHIT 2.

REMOVE BUSH

8" WIDE 1:12  
WALKWAY

NORTH  
APPROACH

GENERAL  
SPOILS  
AREA

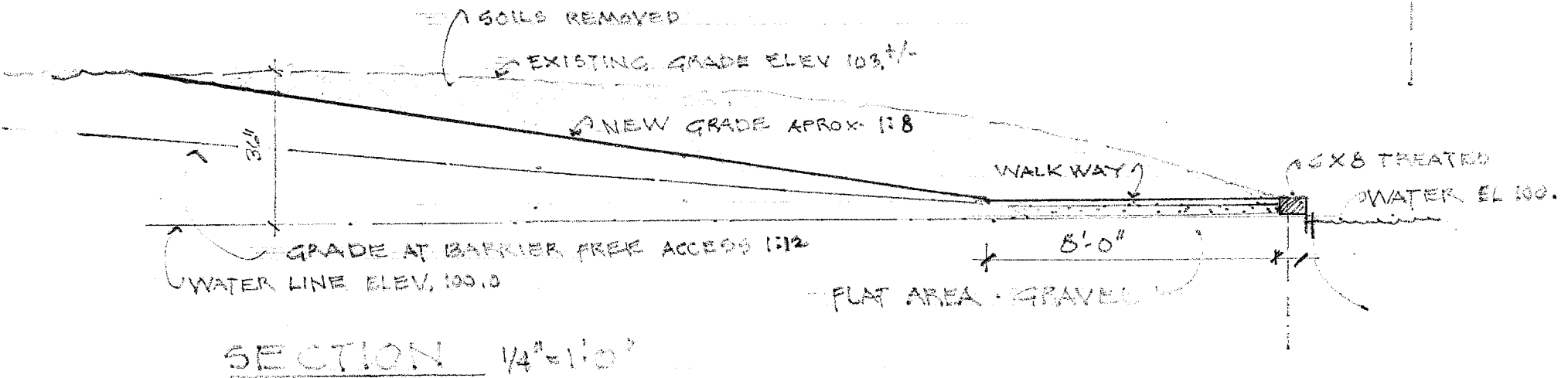
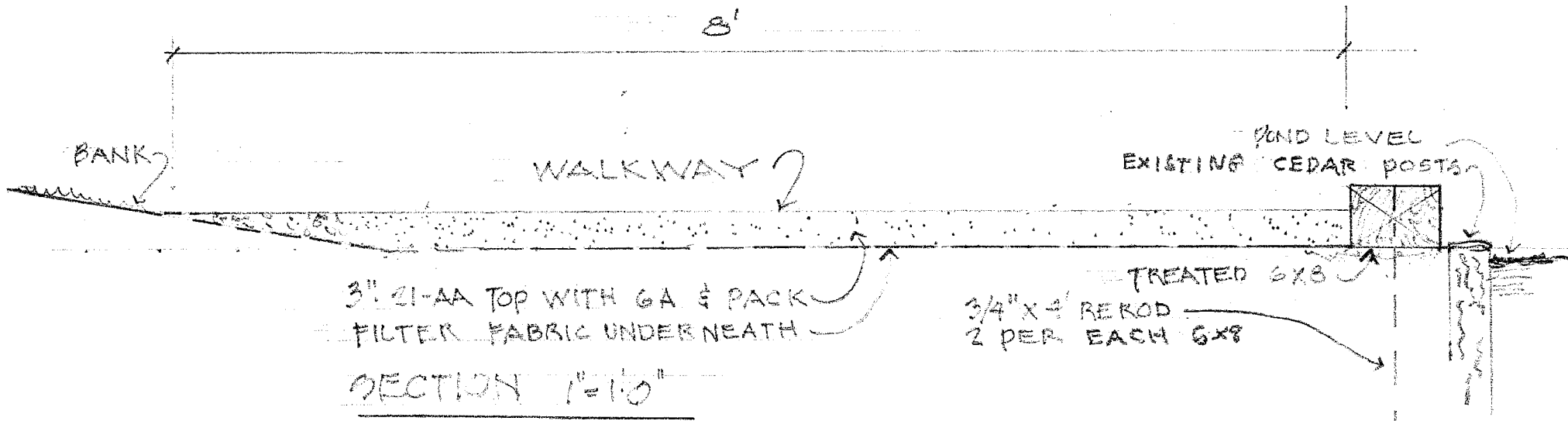
SITE PLAN 1"=30'

PARKING LOT

VERONICA VALLEY COUNTY PARK

FISH POND EDGE WALKWAY

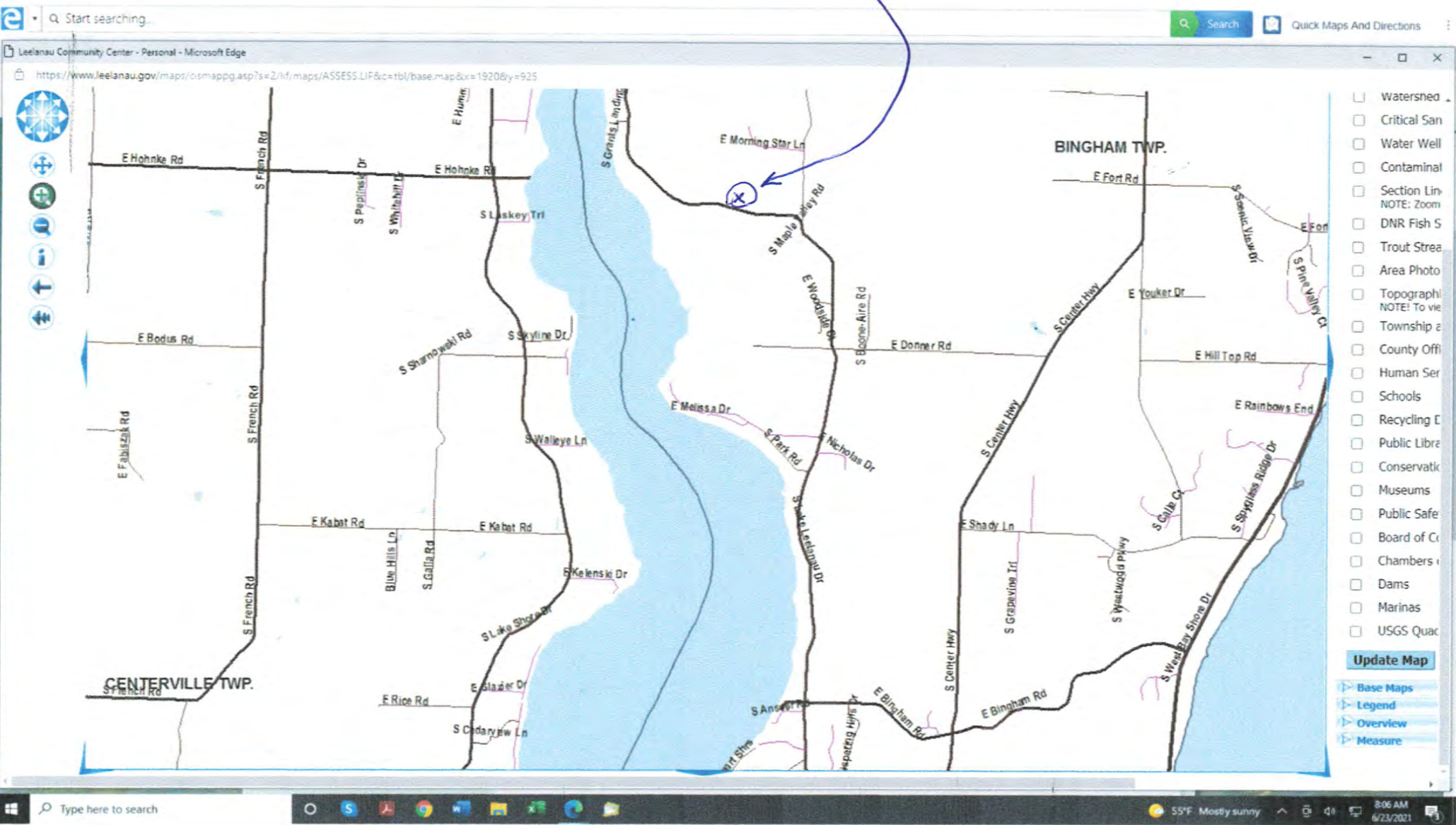
6/14/21



VERONICA VALLEY COUNTY PARK 6/14/01

FISH POND EDGE WALKWAY

# VERONICA VALLEY PARK



3

139

WORK AREA

SPOILS AREA

FISH POND

PARKING LOT



LEELANAU COUNTY VERONICA VALLEY PARK

(H)

140  
(H)

**Leelanau County Board of Commissioners**  
**Construction of Fishpond Edge Walkway at Veronica Valley County Park**  
*RFP-LCAO-2021-005*

Bids Due: **Thursday, July 29, 2021 @ 3:00 p.m.**  
 Bid Opening: **Thursday, July 29, 2021 @ 3:05 p.m.**

Opened by: Steve Christensen

Present: L. Evans, Molly Peplinski, Lyn Drzewiecki, S. Christensen

Recorded by: L. Drzewiecki

	Bidder	Amount	Comments
1	<b>Elmer's Crane &amp; Dozer, Inc.</b> 3600 Rennie School Rd. Traverse City, MI 49685	\$23,500.00	
2			
3			
4			

**EXHIBIT A  
CERTIFICATIONS AND ASSURANCES**

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

Firm Name: Elmer's Crane and Dozer, Inc.

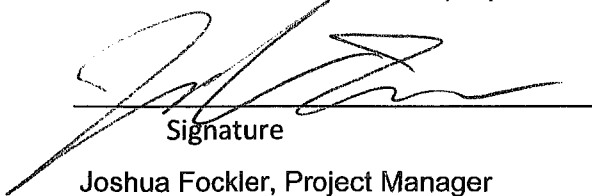
I/we make the following statement of assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

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

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

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

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

  
\_\_\_\_\_  
Signature  
Joshua Fockler, Project Manager  
\_\_\_\_\_  
Printed Name and Title

07/29/2021  
\_\_\_\_\_  
Date

TEAM



Esphali™ • Excavation • Concrete • Cranes

3600 Rennie School Road  
Traverse City, MI 49685  
Phone (231) 943-3443 • Fax (231) 943-8975  
www.TeamElmers.com  
EOE/AA

---

Alpena • Beaverton • Ellsworth • Hillman • Ludington • Manistee • Mt. Pleasant • Omer • Oscoda • Petoskey • Tri-City • White Cloud

July, 29 2021

**Leelanau County Veronica Valley County Park Fishpond Edge Walkway:**

**Project Manager, Team Qualifications, Experiences, and Requirements:**

- A.) There is no relation with the respondent.
- B.) I Josh Fockler will be running the project as the project manager for Elmer's Crane and Dozer.
- C.) 3600 Rennie School Road Traverse City MI 49696; Phone 231-943-3443; Fax 231-943-8975;  
E-mail [jf2189@teamelmers.com](mailto:jf2189@teamelmers.com)
- D.) Bachelor's degree in Earth Science and Environmental Conservation from Northern Michigan University.
- E.) 5 years project manager experience with Walsh Construction. 3 years project management experience with Sanctuary Homes. 4 years project management experience with Elmer's Crane and Dozer.
- F.) No awards have been awarded to date.

Josh Fockler, Project Manager



## Jason Ruppert

### PROJECT FOREMAN

### PROFESSIONAL EXPERIENCE:

#### 2011-Present

*Project Foreman/Operator  
Elmer's Crane & Dozer, Inc.*  
Execute and direct daily field operations. Typical heavy construction projects include under ground utility installation; earth excavating; mechanical repairs; wastewater treatment facilities and landfill cell construction. Oversee procurement and stocking of necessary materials, supplies and equipment needed to accomplish project goals. Interface with property owners, engineers, surveyors, architects, administrators, and general contractors on a daily basis. Responsible for promptly addressing field changes, and redesign issues when needed. Prepare field notes, and as built records for work completed. Supervise, train, and develop junior personnel performing similar projects. Responsible for the safety awareness and regulatory compliance of subordinate personnel. Eight years experience in Butt Fusion, Electro Fusion and Extrusion Welding.

#### 1998-2011

*Pipe Fusion Technician  
Electrofusion Technician  
Elmer's Crane & Dozer, Inc.*

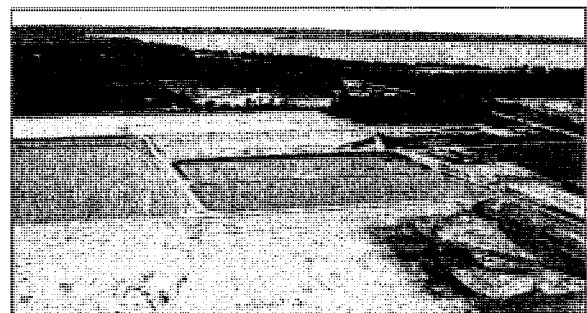
Responsible for the installation of gas lines at all major projects including Waters Landfill, County Line Landfill in Indiana and Glen's Evaporator.

### CERTIFICATIONS:

C905 Pipe Fusion  
Butt Fusion, Electro Fusion and  
Extrusion Welding  
Confined Space  
Supplied Air  
H2S Gas  
Asbestos Awareness  
Hazwoper Training  
First Aid / CPR  
Competent Person Training



Manistee County Landfill  
Manistee, Michigan



Houghton Lake Wastewater Treatment Facility  
Houghton Lake, Michigan



**5-YEAR PROJECT LIST FOR ELMER'S CRANE AND DOZER, INC.**

Project name	Owner	Design Engineer	Original Contract Price	Completion Date	Contact	Phone	Percent Self Performed
Pave S Airport Rd & Barlow St	MDOT/Grand Traverse CRC	KPM Engineering	\$939,598.17	09/06/17	James Johnson	(231) 922-4848	86%
Boyne City Bike Path II, Phase II	MDOT/Charlevoix CRC	Northwest Design Group	\$1,112,627.13	09/14/17	Jason Fate	(231) 348-1180	65%
Pave Old US-131	MDOT	MDOT	\$1,314,826.71	10/26/17	David L. Pax	(231) 941-1986	100%
Pave W Front St	MDOT/City of Traverse City	City of Traverse City	\$769,981.40	11/07/17	Tim Lodge	(231) 922-4455	73%
Various County Roads in GT County	MDOT/Grand Traverse CRC	KPM Engineering	\$1,043,610.90	11/15/17	James Johnson	(231) 922-4848	65%
Northport Point Water System	Uanaleel, LLC	Fleis & VandenBrink	\$678,208.00	11/27/17	Eric Griffith	(616) 977-1000	76%
Kalkaska Sewer Improvements	Village of Kalkaska	Gosling Czubak	\$781,980.00	12/28/2017	Clyde Johnson	(231) 933-5112	81%
Cherry Capital Airport Runway 10 Extend	MDOT/N'thwestern Regional Airprt	Prein & Newhof	\$10,298,076.55	Spring 2018	Robert Nelesen	(231) 946-2394	65%
Village of Elberta	Village of Elberta	Fleis & VandenBrink	\$979,542.00	05/08/18	Ken Mlcek	(231) 932-8600	67%
Charlevoix Taxiway Rehab	MDOT-Aero/City of Charlevoix	MDOT-Aeronautics	\$1,229,000.00	05/30/18	David Joye	(810) 232-6899	46%
I-75 BL through St Ignace	MDOT	MDOT	\$2,845,000.00	06/09/18	Chris Rupinski	(906) 293-5168	58%
South Airport Reconstruction	Grand Traverse CRC	Grand Traverse CRC	\$2,599,916.00	06/15/18	Joe Slonecki	(231) 922-4848	87%
LRBOI Gathering Grounds	Little River Band	RCA, LLC	\$1,133,784.00	06/17/18	Ken Ockert	(231) 360-7037	59%
Turtle Creek Resort & Casino Gas Station	RCA, LLC	RCA, LLC	\$799,940.20	06/20/18	Ken Ockert	(231) 360-7037	76%
Kchi-Noodin Kaamdaaking Phase 1	Grand Traverse Band of Ottawa	RCA, LLC	\$2,531,572.00	07/01/18	Ken Ockert	(231) 360-7037	80%
2017 Peninsula Twp Roads	Peninsula Township	Gourdie Fraser	\$1,137,344.00	07/10/18	Rob Manigold	(231) 223-7322	99%
Cart Paths Arcadia South	Arcadia Bluffs Golf Course	Turnkey Network Solutions	\$549,360.00	08/11/18	Warren Henderson	(616) 455-9840	100%
2018 Pave Benzie CRC Bid Package "A"	Benzie Co Road Commission	Benzie County RC	\$736,694.00	08/13/18	Brad Schaub	(231) 325-3051	100%
Marshall Road in Benzie County	MDOT/Benzie CRC	Benzie CRC	\$865,432.11	08/31/18	Heather Jamison	(231) 946-5274	94%
Shippy Road in Kalkaska County	MDOT/Kalkaska CRC	Gourdie Fraser	\$624,331.50	09/01/18	Heather Jamison	(231) 946-5874	96%
Eastern Elementary Sitework	TCAPS	Miller Davis Company	\$940,628.00	9/15/2018	Travis Johncock	(269) 345-3561	90%
City of Gaylord Streetscape	MDOT/City of Gaylord	C2AE	\$1,975,366.77	09/19/18	Larry Fox	(989) 732-8131	47%
Day Care & Employee Access Drive	Little River Band	GTEC	\$689,008.00	09/28/18	Ken Ockert	(231) 360-7037	89%
2018 Leelanau CRC Paving	Leelanau CRC	Leelanau County RC	\$786,150.00	09/28/18	Jim Johnson	(231) 271-3993	100%
American Waste Cell H	Wexford County Landfill	American Waste	\$1,997,012.00	10/01/18	Vicki Garon	(231) 258-9961	
Filer Township Sewer	Filer Township	Wade Trim	\$2,665,198.00	10/26/18	Damian Curry	(231) 947-7400	80%
US-131 in Antrim and Kalkaska Counties	MDOT	MDOT	\$2,999,415.35	11/02/18	David L. Pax	(231) 941-1986	81%
2018 Wexford CRC Paving	Wexford CRC	Wexford County RC	\$1,454,534.00	11/02/18	Karl Hanson	(231) 775-9731	100%
New Costco Traverse City	Costco	Jackson Dean	\$4,365,171.00	11/15/18	Jamie Martinez	(206) 832-2992	85%
NW Water System Improvements	Garfield Township	Gourdie Fraser	\$1,271,837.00	12/04/18	Jennifer Hodges	(231) 946-5874	95%
East Jordan Foundry	East Jordan Foundry, LLC	Gosling Czubak	\$4,775,473.00	12/13/18	Darren Graham	(231) 946-9191	70%
Village of Elk Rapids	Village of Elk Rapids	Gosling Czubak	\$3,425,501.00	12/14/18	Mark Hurley	(231) 946-9191	91%
Beulah Water System Improvements	Village of Beulah	Gosling Czubak	\$3,143,357.50	5/31/2019	Tim Korson	(231) 933-5113	85%
US-10 from Custer to the County Line	MDOT	MDOT	\$1,217,359.97	06/03/19	Greg Zack	(231) 777-3451	68%
M-113 from M-37, Grand Traverse County	MDOT	MDOT	\$1,564,509.38	06/04/19	David L. Pax	(231) 941-1986	87%
Pave US-31 Rennie School to S Airport	MDOT	MDOT	\$1,531,795.58	06/26/19	David L. Pax	(231) 941-1986	80%
Camp Arcadia Beach Phase II	Lutheran Camp Association	SmithGroupJJR	\$637,800.00	06/30/19	Chip May	(231) 889-4361	34%
Pave Jennings Rd, Missaukee County	MDOT/Missaukee CRC	Prein & Newhof	\$638,999.60	07/29/19	Katherine Monroe	(231)798-0101	84%
ICA New music building	Interlochen Center for the Arts	Spence Brothers	\$717,380.00	7/31/2019	John Galnares	(231) 947-7824	95%
Immaculate Conception Site Development	Traverse Area Catholic Schools	Comstock Construction	\$1,406,631.00	7/31/2019	Jody Bergman	(231) 946-4911	92%
KMHC Medical Pavilion Lots A & D	Kalkaska Memorial Health Center	Spence Brothers	\$1,385,021.00	07/31/19	John Galnares	(231) 947-7824	100%
2018 City of Traverse City Paving	City of Traverse City	City of Traverse City	\$1,265,926.00	07/31/19	Tim Lodge	(231) 922-4455	84%

Project name	Owner	Design Engineer	Original Contract Price	Completion Date	Contact	Phone	Percent Self Performed
2019 Pave Benzie CRC Bid Package "A"	Benzie Co Road Commission	Benzie CRC	\$1,088,037.88	8/8/2019	Brad Schaub	(231) 325-3051	100%
Pave Lund Road, Kalkaska County	MDOT/Kalkaska CRC	Huron Engineering	\$967,667.45	08/09/19	Rebecca Rivard	(989) 356-6375	97%
Hobby Lobby	Hobby Lobby	Mansfield Land Consultants	\$1,225,737.00	08/16/19	Joe Sarafa	(231) 946-9310	65%
Pave US-131 Northbound, Osceola County	MDOT	MDOT	\$2,503,840.58	08/17/19	Kevin McReynolds	(231) 775-3486	92%
Hammond Bay Biological Station	USGS	Spence Brothers	\$809,422.00	8/18/2019	Tom Bennett	(231) 947-7824	100%
12th Street in Manistee, Manistee County	MDOT	Spicer Group	\$819,817.15	8/22/2019	Mike Niederquell	(989) 754-4717	74%
Roscommon Sewer - Water Improvements	Village of Roscommon	Fleis & VandenBrink	\$1,892,183.00	9/6/2019	Ben Kladder	(231) 932-8600	70%
Pave Wexford Count Roads 2019	Wexford County Road Commission	Wexford CRC	\$826,087.76	9/30/2019	Karl Hanson	(231) 775-9731	100%
Pave Leelanau County Roads 2019	Leelanau County Road Commission	Leelanau CRC	\$1,238,105.09	10/1/2019	Jim Johnson	(231) 271-3993	100%
Hay Lake Marina Improvements	Littlefield Township	Gosling Czubak	\$1,464,506.00	10/31/2019	Klaus Heinert	(231) 946-9191	81%
2019 Grand Traverse County Millage	Grand Traverse CRC	Grand Traverse CRC	\$2,645,581.00	10/31/2019	Joe Slonecki	(231) 922-4848	94%
2019 Pavement Preservation Project	City of Traverse City	City of Traverse City	\$785,539.00	11/15/2019	Tim Lodge	(231) 922-4455	92%
Lake Kathleen Dam Removal	Twin Branch LLC	Spicer Group	\$1,233,320.00	12/10/2019	Rich Katherns	(517) 749-4274	90%
McLaren Hospital BP 1A	McLaren Hospital	Christman Co	\$1,500,000.00	12/31/2019	Mike Tarwater	(616) 799-5959	65%
Camp Petosega Expansion	City of Petoskey	North45 architecture	\$555,000.00	12/31/2019	Michael Karr	(231) 881-8715	46%
Eighth Street Reconstruction	City of Traverse City	City of Traverse City	\$4,347,553.00	03/30/20	Tim Lodge	(231) 922-4455	62%
M-22 & M-204, Leelanau County	MDOT	MDOT	\$2,186,281.57	05/05/20	David L. Pax	(231) 941-1986	64%
Pave Homestead Rd, Benzie County	MDOT	Gourdie Fraser	\$627,424.72	5/13/2020	Heather Jamison	(231) 946-5274	96%
W. T-Hangar Area Taxilanes-Cherry Capital	MDOT-Aeronautics	Prein & Newhof	\$1,098,810.00	05/29/20	Robert Nelesen	(231) 946-2394	68%
Wolf Creek Rd, Alpena County	MDOT	Huron Engineering	\$983,443.13	6/5/2020	Rebecca Rivard	(989) 356-6375	60%
Pave M-72 in Kalkaska, Kalkaska County	MDOT	MDOT	\$511,282.17	06/12/20	David L. Pax	(231) 941-1986	88%
Pave US-131 from S M-72, Kalkaska Cnty	MDOT	MDOT	\$1,036,131.38	06/12/20	David L. Pax	(231) 941-1986	75%
Pave Mancelona Rd, Antrim County	MDOT/Antrim CRC	Antrim CRC	\$1,232,575.77	6/18/2020	Burt Thompson	(231) 587-8156	97%
Pave US-31, Antrim County	MDOT	MDOT	\$1,493,954.59	06/19/20	Brad Swanson	(989) 731-5090	96%
Gaylord CDBG Infrastructure Improvements	City of Gaylord	C2AE	\$2,560,402.00	06/30/20	Kim Awrey	(989) 732-4060	65%
St. Ignace Wastewater System Improvements	City of St. Ignace	C2AE	\$1,038,504.00	06/30/20	Charles Lawson	(906) 233-9360	78%
APN Terminal Apron Expansion & Taxiway	Alpena Co Regional Airport	RS & H Michigan, Inc	\$1,467,681.00	7/13/2020	David Joye	(810) 232-6899	35%
Pave Wexford County Roads 2020	Wexford CRC	Wexford CRC	\$1,244,237.50	7/31/2020	Karl Hanson	(231) 775-9731	100%
2020 Pave Benzie CRC Bid Package "A"	Benzie CRC	Benzie CRC	\$1,124,489.14	8/14/2020	Brad Schaub	(231) 325-3051	100%
2020 Grand Traverse County Millage	Grand Traverse CRC	Grand Traverse CRC	\$2,036,120.00	8/21/2020	Joe Slonecki	(231) 922-4848	98%
Oscoda Township Water Main Phase II	Oscoda Township	ROWE Professional Services	\$1,210,540.31	9/4/2020	Dave Schaeffer	(989) 739-3211	86%
Various Manistee County Road	MDOT/Manistee CRC	KPM Engineering	\$773,526.20	9/11/2020	Katherine Monroe	(231) 798-0101	53%
Randolph Street Reconstruction	City of Traverse City	City of Traverse City	\$706,564.10	9/15/2020	Tim Lodge	(231) 922-1935	90%
M-119 & US-31, Emmet County	MDOT	MDOT	\$1,318,833.98	9/17/2020	Brad Swanson	(989) 731-5090	41%
Pave M-55, Manistee County	MDOT	MDOT	\$3,490,623.13	9/19/2020	David L. Pax	(231) 941-1986	93%
M-185 Shoreline Repair Mackinac Island	MDOT	MDOT	\$1,473,972.00	9/1/2020	Kevin Gouza	(906) 847-6609	66%
Elmwood Township Marina	Elmwood Township	Wade Trim	\$2,139,898.00	9/30/2020	Brian Sousa	(231) 947-7400	49%
Marion Center Rd, Charlevoix County	MDOT	OHM Advisors, Inc.	\$1,343,348.39	9/30/2020	Luke Porath	(231) 344-1164	93%
MacAllister Rentals Meadowlane Expansion	MacAllister Rentals	The Schiffer Group, Inc.	\$873,858.15	10/1/2020	James Schiffer	(231) 360-6190	100%
Stronach Road Resurfacing	Manistee CRC	KPM Engineering	\$1,611,408.02	10/3/2020	Mark Sohlden	(231) 889-0000	92%
Antrim County Airport Taxiways A & B	Antrim County	Mead & Hunt	\$1,287,522.95	10/9/2020	Jeff Thoman	(517) 321-8334	88%
Pave US-31, Manistee County	MDOT	MDOT	\$678,434.26	10/17/2020	David McCaw	(231) 941-1986	76%
FEMA Flood Diversion Project	City of Harbor Springs	Benchmark Engineering	\$1,012,000.00	10/30/2020	Joseph O'Neill	(231) 526-2119	55%
MSU Federal Credit Union Traverse City	MSU Federal Credit Union	Wolverine Engineers	\$629,673.00	10/30/2020	Granger Construction	(517) 393-1670	87%
US-31 from Sullivan Rd to M-37 GT County	MDOT	MDOT	\$4,439,406.84	10/31/2020	David L. Pax	(231) 941-1986	87%
US-31, Charlevoix County	MDOT	MDOT	\$1,255,000.03	11/6/2020	Brad Swanson	(989) 731-5090	89%
US-31, M-115 to Betsie River, Benzie County	MDOT	MDOT	\$5,289,792.42	11/7/2020	David L. Pax	(231) 941-1986	81%
Historic Barns Park Road Reconstruction	City of Traverse City	Jozwiak Consulting	\$521,431.00	11/15/2020	John Galnares	(231) 947-7824	100%

<b>Project name</b>	<b>Owner</b>	<b>Design Engineer</b>	<b>Original Contract Price</b>	<b>Completion Date</b>	<b>Contact</b>	<b>Phone</b>	<b>Percent Self Performed</b>
Water System Improvements #1	Village of Benzonia	Fleis & Vandenbrink	\$1,235,263.00	12/1/2020	Ken Mlcek	(231) 932-8600	83%
Dance Building Site Work	Interlochen Center for the Arts	Jozwiak Consulting	\$533,196.00	12/31/2020	John Galnares	(231) 947-7824	100%
Pave M-115, Wexford County	MDOT	MDOT	\$2,324,256.13	6/7/2021	David McCaw	(231) 941-1986	87%

# PROPOSAL



Esphalt™ • Excavation • Concrete • Cranes

P.O. Box 6150 Traverse City, MI 49696-6150  
1.800.3ELMERS • 231.943.3443 • 231.943.8975 Fax  
www.TeamElmers.com  
EOE/AA

Proposal submitted to:

Leelanau County  
Jerry Culman II  
8527 E. Government Center Dr., Suite 101  
Suttons Bay, MI 49682

7-29-2021  
231-432-0555  
jculman@leelanau.gov  
2021-5412

We hereby submit specifications and estimates for:

Leelanau County Veronica Valley County Park Fishpond Edge Walkway

- 1) Mobilization and demobilization to and from the job site.
- 2) Install silt fence and or straw wattles to control sedimentation.
- 3) Strip and stockpile topsoil on site for later use.
- 4) Remove soil and shape the job site per plans provided.
- 5) Place 6x8 timbers (provided by the owner) and pin them down with 3/4" x 4' rerod.
- 6) Place non-woven geo-fabric then 3" of 22 AA gravel then 3" of 6 A stone.
- 7) Spread all spoils in designated area.
- 8) Re-spread topsoil and prep for seeding.
- 9) Seed and straw all disturbed areas.

TOTAL - \$23,500.00

Notes: Related Information and History - please see attached references and job history.

Elmer's Crane and Dozer does not anticipate any problems or issues with this project.

Elmer's Crane and Dozer accepts all conditions provided in the RFP for the above project.

If there is any additional information needed it will be made available upon request.

All permits and fees are by others.

Survey and staking is to be by others if required.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance. The General Conditions attached hereto or appearing on the back side of this Proposal are hereby incorporated by reference.



Authorized Signature

**Josh Fockler**

Name: Josh Fockler

Digitally signed by Josh Fockler  
DN: cn=Josh Fockler, c=US, o=Elmer's  
Crane & Dozer Inc.,  
email=jf2188@teamelmers.com  
Date: 2021.07.29 08:39:25 -0500

Note: This proposal may be withdrawn by us if not accepted within 30 days.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_  
(Sign and return copy upon acceptance)

A finance charge of 1.5% per month, which is an annual percentage rate of 18% per year, or a minimum charge of \$.50 per month, shall be applied to all accounts over 30 days past due.

## When reviewing estimates and selecting a contractor:

- Always get multiple bids for a project. The lowest bid is not necessarily the best choice. Try to get an understanding of why one bid is significantly lower or higher than others; the reasons might change your decision.
- Get recent references from the contractors you are considering.
- Make sure the contractor has the appropriate business and builder licenses, as well as insurance.
- All project specifications and payment terms should be written in the contract.
- The best contractors provide a written warranty or guarantee.

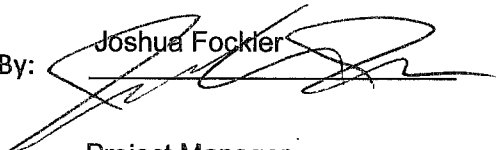
Fully Bonded & Insured • Daily quality control checks for all products

**EXHIBIT B**  
**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012 FORM**  
(Please type or print clearly in ink only)

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

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

Elmer's Crane and Dozer, Inc.  
*(Name of Company)*

By:  Joshua Fockler  
Title: Project Manager

Date: 07/29/2021

**EXHIBIT C  
CHECKLIST FOR RESPONSIVENESS**

- \_\_\_ Proposal was submitted on or before 3:00 p.m., local time, on July 29, 2021.
- \_\_\_ Required number of proposal copies were submitted.
- \_\_\_ Proposal was formatted into nine (9) major sections: Letter of Submittal, including a signed Certifications and Assurances; Project Manager and Team Qualifications, Experiences and Requirements; References; Related Information and History; Cost Proposal and Compensation; Identification of Anticipated and/or Potential Project Problems; Signed Certificate of Compliance with Public Act 517 of 2012 Form; and Acceptance of Conditions.
- \_\_\_ Respondent meets minimum qualifications:
1. Licensed to do business in the State of Michigan.
  2. Will comply with the Certificate of Assurances set forth in Exhibit A.
  3. Has certified that it is not an Iran Linked Business.
  4. Submit proposals as specified in this RFP.
- \_\_\_ Letter of Submittal and Certifications and Assurances were signed by an individual authorized to bind the Proposer to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the sole proprietor of a sole proprietorship.
- \_\_\_ Three (3) references from three (3) previous clients provided.

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

Elmer's Crane and Dozer, Inc.

\_\_\_\_\_  
*(Name of Company)*

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

Joshua Fockler

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

Project Manager

Date: 07/29/2021

**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS**

**ELMER'S CRANE AND DOZER, INC.**

THE UNDERSIGNED, representing all of the members of the Board of Directors of Elmer's Crane and Dozer, Inc., a Michigan corporation (the "Corporation"), do hereby, pursuant to the authority of MCLA Section 450.1525, consent in writing to the following actions to be taken by the Corporation effective March 2, 2021 intending that such actions shall be valid corporate actions as though authorized at a meeting of the Board of Directors duly called and held for such purposes:

**RESOLVED**, that the following persons each are hereby authorized until otherwise ordered to enter into and to execute and to deliver in the name and on behalf of this Corporation, any contract, agreement, conveyance, or any other instruments which may be deemed to be necessary and proper for the business of the Corporation without further act or resolution of the Board:

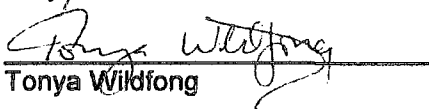
1. Troy Broad
2. Todd Broad
3. Tonya Wildfong
4. T. Eric Ritchie

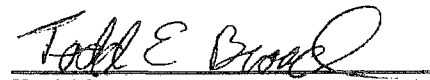
**FURTHER RESOLVED**, that the following persons each are hereby authorized until otherwise ordered to enter into and to execute and to deliver in the name and on behalf of this Corporation, any proposal, contract or other document which binds the Corporation to provide materials and services of a kind provided by the Corporation in its ordinary course of business:

Max Bott	Brian Peace	Jason Horton
Steve Folkersma	Steve Endres	Dan Beckelic
Jeff Saxton	Peter Rosa	Jeff Marceau
Nick Broad	Brittany Watson	Jordan Mercer
Tyler Broad	Rodney Broad	Kent Megill
Eric Sanborn	Ryan Wurtz	Al Papcun
Alan MacDonald	Michael Flaughner	Jim Carey
Joshua Fockler	Dan LaFleche	CB Lowe
Kirsten Bott	Jeff Allen	Gary Holcombe
Marynell Ripmaster	Trevor Casad	
Wendy Johnson	Blaine Shotwell	

IN WITNESS WHEREOF, the undersigned have duly executed this document effective as of the date first above written.

  
Troy Broad

  
Tonya Wildfong

  
Todd Broad

  
T. Eric Ritchie



# EXECUTIVE DOCUMENT SUMMARY

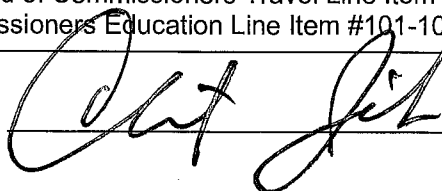
Department: Administration Contact Person: Chet Janik Telephone No.: 231-256-8100	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board Session 08/10/2021
<b>Source Selection Method</b> <input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: n/a Account Number (Funds to come from): _____	VENDOR: n/a Address/ Phone: _____

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

<b>Document Description</b>	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other Annual MERS Conference

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements
<p>The 75th Annual MERS Conference will be held at the Amway Grand Plaza Hotel in Grand Rapids, October 7-8, 2021. The employee delegate nominations deadline was Friday, June 25, and a formal vote by employees concluded on Friday, July 2, with employees selecting Deputy County Clerk Lyn Drzewiecki as the delegate and Chief Deputy County Clerk Jennifer Zywicki as the alternate. The officer delegate has historically been the County Administrator.</p> <p>By registering for the conference prior to August 27, the County would pay a reduced rate of \$205.00 per person. Beginning August 28, the rate increases to \$425.00 per person.</p>
<p><b>Suggested Recommendation:</b> I move to recommend that the Leelanau County Board of Commissioners approve the appointment of Administrator Chet Janik as the Officer Delegate to attend the 75th Annual MERS Conference and to appoint County Clerk Michelle L. Crocker as the Alternate Officer Delegate at a cost of \$205.00 per person. Funds to come from Board of Commissioners Travel Line Item #101-100.101-860.000 and Board of Commissioners Education Line Item #101-100.101-960.000.</p>

Department Head Approval:



Date: 07/30/2021



# Leelanau County Boards, Authorities, and Commissions

## Area Agency on Aging of Northwest Michigan (AAANM) ◆

Last Name/First Name	Position/Category	Term Expires
Elizabeth A. Wagner	At large – citizen	December 31, 2022

## Bay Area Transportation Authority (BATA) ●

Last Name/First Name	Position/Category	Term Expires
John Somnavilla	At large – citizen	December 31, 2023
Rick Robbins	Commissioner appointee	<i>Annually</i>

## Benzie/Leelanau District Board of Health (BOH)

Last Name/First Name	Position/Category	Term Expires
Barbara Conley	At large – citizen	December 31, 2022
Patricia Soutas-Little	Commissioner appointee	<i>Annually</i>
William J. Bunek	Commissioner appointee	<i>Annually</i>

## Benzie/Leelanau District Environmental Health Board of Appeals

Last Name/First Name	Position/Category	Term Expires
Gwenne Allgaier	Commissioner appointee	<i>Annually</i>
Don Barrows	At large – citizen	December 31, 2022
Charles Godbout	At large – citizen	December 31, 2021

## Brownfield Redevelopment Authority (BRA) ●

Last Name/First Name	Position/Category	Term Expires
John Arens	At large – citizen	December 31, 2023
W. Dennis Bushey	At large – citizen	December 31, 2021
Kathy Egan	At large – citizen	December 31, 2021
Richard Foster	At large – citizen	December 31, 2023
Thrasos Eftaxiadis	At large – citizen	December 31, 2023
Chet Janik	County Administrator	<i>Annually</i>
Ty Wessell	Commissioner appointee	<i>Annually</i>



# Leelanau County Boards, Authorities, and Commissions

## Construction Board of Appeals (CBOA)

Last Name/First Name	Position/Category	Term Expires
George Paolacci	Electrical category	December 31, 2024
Clint Cook	Plumbing/Mechanical category	December 31, 2023
Nathan Griswold	Building category	December 31, 2021
Robert Miller	Architect category	December 31, 2025
F. Jon Walter	Architect category	December 31, 2022

## Department of Health and Human Services (DHHS) ◆

Last Name/First Name	Position/Category	Term Expires
Greg McMorrow	At large – citizen	December 31, 2022
Michael E. Smith	At large – citizen	December 31, 2023

## Land Bank Fast Track Authority (LBA) ●

Last Name/First Name	Position/Category	Term Expires
John A. Gallagher III	County Treasurer	<i>Annually</i>
Trudy Galla	Planning Director	<i>Annually</i>
Richard Isphording	At large – citizen	December 31, 2023
Chet Janik	County Administrator	<i>Annually</i>
Ty Wessell	Commissioner appointee	<i>Annually</i>
Dan Heinz	At large – citizen	December 31, 2022
Richard K. Foster	At large – citizen	December 31, 2021

## Northern Lakes Community Mental Health Authority (NLCMH) ◆

Last Name/First Name	Position/Category	Term Expires
Greg McMorrow	At large – citizen	March 31, 2024
Ty Wessell	Commissioner appointee	<i>Annually</i>

## Northern Michigan Regional Entity (NMRE) Substance Use Disorder Services Policy Oversight Board ◆

Last Name/First Name	Position/Category	Term Expires
Greg McMorrow	At large – citizen	December 31, 2023



# Leelanau County Boards, Authorities, and Commissions

## Northwest Regional Airport Authority (NRAA) ♦♦

Last Name/First Name	Position/Category	Term Expires
Steven Plamondon	At large – citizen	December 31, 2023
Debra Rushton	Commissioner appointee	December 31, 2022
William J. Bunek	Commissioner appointee	December 31, 2021

## Parks and Recreation Commission ♦♦

Last Name/First Name	Position/Category	Term Expires
F. Jon Walter	At large – citizen	December 31, 2022
Dave Barrons	At large – citizen	December 31, 2021
Steve Christensen	Drain Commissioner	<i>Annually</i>
Don Frerichs	At large – citizen	December 31, 2021 <sup>§</sup>
Melinda Lautner	Commissioner appointee	<i>Annually</i>
Casey Noonan	Planning Rep./County Comm.	<i>Annually</i>
John Popa	Road Comm. Rep	<i>Annually</i>
Michael Smith	At large – citizen	December 31, 2023
Rick Robbins	Commissioner appointee	<i>Annually</i>
Todd Yeomans	At large – citizen	December 31, 2021

<sup>§</sup>fulfills a partial term

## Planning Commission ♦♦

Last Name/First Name	Position/Category	Term Expires
Amy Trumbull	Education category	December 31, 2023
Dan Hubbell	Agriculture category	December 31, 2022
Melinda Lautner	Commissioner appointee	<i>Annually</i>
Gail Carlson	Tourism category	December 31, 2022
Nathan Griswold	Business category	December 31, 2023
Robert Miller	Economic Development category	December 31, 2023
Tom Nixon	Municipal Government category	December 31, 2022
Casey Noonan	Recreation category	December 31, 2021
Mel Black	Legal/Real Estate category	December 31, 2021 <sup>§</sup>
Kim Todd	Transportation category	December 31, 2023
Steve Yoder	Finance category	December 31, 2021

<sup>§</sup>fulfills a partial term



# Leelanau County Boards, Authorities, and Commissions

## Soil Erosion, Sedimentation, and Stormwater Runoff Control Ordinance BOA

Last Name/First Name	Position/Category	Term Expires
Forrest "Bud" Welch	At large – citizen	December 31, 2022
Tricia Denton	At large – citizen	December 31, 2023
Victor Goldschmidt	At large – citizen	December 31, 2021
Eric Lind	At large – citizen	December 31, 2021
Jack Messer	At large – citizen	December 31, 2022

## Solid Waste Council (SWC) ♦♦

Last Name/First Name	Position/Category/Category	Term Expires
Lois Bahle	Regional Solid Waste Planning	December 31, 2022
Mark Bevelhymmer	Solid Waste Industry	December 31, 2021
Tim Bolin	Public	December 31, 2022
Pat Deering	Solid Waste Industry	December 31, 2021
Andrew Gale	Solid Waste Industry	December 31, 2022
Marcia Harris	Local Government	December 31, 2022
Melinda Lautner	Commissioner appointee	<i>Annually</i>
John Fletcher	Public	December 31, 2021
Tom MacDonald	Local Government	December 31, 2021
<b>VACANCY</b>	Education	December 31, 2022
James Palmer	Solid Waste Industry	December 31, 2021
Bill Perkins	Environmental	December 31, 2021
Carrie Sharp	Environmental	December 31, 2022
<b>VACANCY</b>	Industry Waste Generator	December 31, 2021

## Veterans Affairs Administrative Committee (VAAC) ●

Last Name/First Name	Position/Category	Term Expires
Brad Saxton	At large – citizen	December 31, 2022

## Workforce Development Board ●

Last Name/First Name	Position/Category	Term Expires
Diane Allington	At large	December 31, 2021
Kelli Stepka	At large	December 31, 2022

♦ Per diem/mileage paid by Agency   ♦♦ Per diem/mileage paid by County   ● No compensation

Term is expiring

Seeks reappointment

Vacancy

LEELANAU COUNTY  
FUND TRANSFER RESOLUTION  
RESOLUTION AUTHORIZING FUND TRANSFER

**FISCAL YEAR 2021 FUND TRANSFER NUMBER 21-005**

WHEREAS, budgets were adopted by the County Board on October 13, 2020 to govern the receipts and expenditures of the various County Funds for the next fiscal year of the County, and

WHEREAS, fiscal conditions and budgetary decisions subsequent to budget adoption, and Generally Accepted Accounting Principals, have indicated a necessity to enact certain fund transfers to assure proper County Financial operations.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the following Fund Transfer(s), pertaining to said budgets, be approved:

TRANSFER FROM	DESCRIPTION	TRANSFER TO		AMOUNT	
101.890.890.999.232	General Fund	232.000.000.699.000	911 Dispatch	\$208,440.50	75%
101.890.890.999.457	General Fund	457.000.000.699.101	Radio Communicatons Proj	\$52,876.00	100%
233.000.000.999.000	E Wireless	232.000.000.699.233	911 Dispatch	\$42,094.00	75%
457.000.000.999.357	Radio Communicatons Proj	357.000.000.699.457	Radio Communications Proj Debt	\$276,026.00	100%

  
Michelle L. Crocker, County Clerk

Prepared by: J. Zywicki, Chief Deputy Clerk  
08/04/2021