

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, December 7, 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

There are two ways to provide public comment during the meeting – you can attend in-person, or email your comments prior to the meeting to clerk@leelanau.gov

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

TENTATIVE AGENDA

CALL TO ORDER

PRAYER

PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE

ROLL CALL

APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS

PUBLIC COMMENT

COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:

PAGE #

- Administrator Update
- Planning/Community Development Updates *(Including All Affected Boards)* 2-15

ACTION ITEMS

1. FY 2022 Blue Cross/Blue Shield Contract Renewals –
 - a. Contract Renewal. 16-30
 - b. Administration Fee. 31-32
2. Sheriff’s Office –
 - a. Take-home Vehicle Request, Jail Lieutenant. 33-36
 - b. Request to Fill FY 2022 Vacancy – Corrections. 37
 - c. Request to Approve Additional Awarded Funds, State Road Patrol Grant. 38-39
 - d. Prisoner Housing Agreement, Grand Traverse Band. 40-52
3. Employee Education Requests –
 - a. LCSO – Sgt. Jennifer Hull. 53
 - b. Building Safety – Administrative Secretary Molly Steck. 54-56
4. Equalization – Approval of Revised L-4402 Apportionment Report. 57-63
5. Planning/Community Development – Appointment of FY 2022 Fair Housing Coordinator. 64
6. Information Technology – DLT Renewal Agreement. 65-67
7. Clerk –
 - a. Purchase of MERS Service Credit, Brian Dion. 68-71
 - b. Job Description – Administrative Assistant, *under separate cover.*
8. Drain Commission – Renewal of Agreement with GEI Consultants, Inc. 72-86
9. Parks and Recreation Commission – Playground Equipment Purchase for Old Settlers Park. 87-92
10. FY 2022 Recommendations to Boards and Commissions. 93-95
11. Administration –
 - a. Board Policy Review – Investment Policy (7.06), *under separate cover.*
 - b. FY 2022 MA Copier Agreements, Netlink Business Solutions. 96-114
 - c. Veterans Services Agreement Renewal with Grand Traverse County. 115-117
 - d. NACo Conference. 118-124
 - e. Administrator Job Description, *Commissioner Rushton.* 125-126
 - f. FY 2022 Board Goals.
 - g. End of Year Special Session Request.
 - h. Labor Union Agreements Update.

REVIEW OF FINANCIALS

SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES

PUBLIC COMMENT

COMMISSIONER COMMENTS

APPROVAL OF FINANCIALS

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

ADJOURNMENT

Leelanau County Planning & Community Development

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

Provides staff services to:

*Leelanau County Planning Commission / Housing Action Committee
(HAC)
Housing
Brownfield Redevelopment Authority
Remonumentation
Solid Waste Council*

County Planning Commission:

Established by Resolution (5/13/1968), Ordinance (1/13/1970) and modified by Ordinance (5/17/2011) to bring into compliance with new state law.

As outlined in the 2011 Ordinance, 11 members are appointed by the County Board – representing various interests across the county. 2021 Activities include:

- Welcomed new members - Amy Trumbull, Kim Todd, and Nate Griswold.
- Completed the annual update to the **Capital Improvement Program (CIP)**.
- Hosted a training session on Solar Energy, and Right to Farm Act.
- Reviewed several zoning ordinance amendments and rezoning requests, along with a proposed zoning ordinance.
- Several members participated in monthly meetings of the Housing Action Committee (HAC) (a sub-committee of the county planning commission), and one member is on Parks and Recreation committee.

Housing:

- Housing Action Committee (HAC) met throughout 2021:
- Continued a 2nd year partnership with Housing North, a regional housing organization.
- Provided input to Housing North on a Housing Ready staff position for Leelanau County (through Housing North)
- Worked on density maps for housing opportunities
- Presented a request for ARPA funds to the County Board
- Participated in Housing Summit (virtual)
- Began work on a presentation at a 2022 meeting for housing developments

Staff responsibilities:

- Track Program Income funds (repayment of housing rehab loans)
- Prepare annual statements to the state
- Work with Northwest MI Community Action Agency (NMCAA) on administration of housing rehab funds, payment of invoices, etc.
- Weekly receipt of housing payments
- Annual preparation of loan interest statements, and pay-off statements.
- Discharge of mortgages, closeout of loans.

Brownfield Redevelopment Authority (LCBRA):

The LCBRA has 7 members appointed by the County Board, including the County Administrator and 1 County Commissioner. Planning Director Galla serves as the LCBRA Director, and is also a member on the Land Bank Authority.

- Since 2008, the county has received \$1.8 million in U.S. EPA grants and the LCBRA has administered \$1,332,728 of those funds in projects for assessment, community outreach, and cleanup, including the Sugar Loaf, former Government site in Leland and the former Grand Traverse Overall Supply (GTOS) site in Elmwood. The GTOS site is considered a super fund site and is being monitored by EPA who have installed a pump and treatment system for the groundwater. There is a plume there that is migrating toward the bay. EPA expects to be using the treatment system for quite a few years. Brownfield plans are in place for this site, as well as the former Government site in Leland.

LCBRA (continued):

- The LCBRA worked with environmental consulting firm Envirollogic Inc to complete and submit a new U.S. EPA Assessment Grant for \$250,000. This application was approved for submittal by the County Board. It will be spring/summer of 2022 before grant awards are announced.
- Five (5) Brownfield Plans has been adopted in Leelanau County and four (4) are still active: Elmwood Township (2), Leland Township, and Suttons Bay Village. The LCBRA continues to collect and disburse Tax Increment Financing (TIF) Dollars – per these adopted Brownfield Plans. TIF is being used to pay back the state loan for the former Government site, and TIF funds can also be used to reimburse developers for eligible expenses, as well as administrative costs for the LCBRA. Annual reports on all brownfield plans are completed and submitted to the state.
- Hosted a training for local treasurers on the tracking and collection of TIF (zoom session).

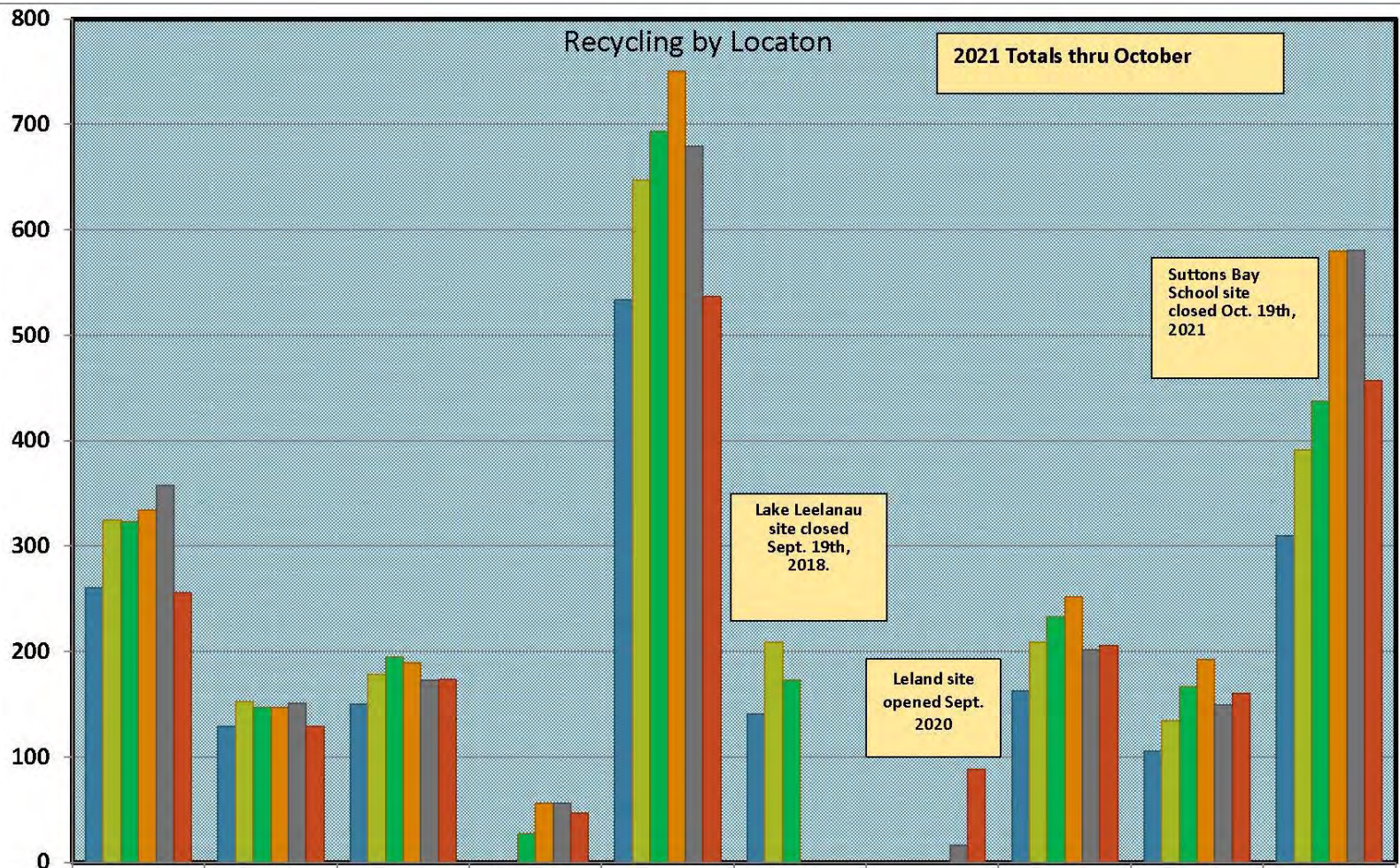
Remonumentation:

- Leelanau County began remonumentation in 1993. In 2020, the Leelanau County Plan was updated and approved by the County Board. To date, 1044 corners have been done, and 82 need to be completed.
- There are 246 Corners excluded. (Corners excluded include areas in the swampy area around Cedar, corners in the Sleeping Bear Dunes National Lakeshore, the four islands, inaccessible corners, corners along the border that are already done by Benzie and Grand Traverse Counties.)
- With 82 corners left, and an estimate of 14 corners done a year – it will take 6 more years to complete the remonumentation.
- Once remonumentation is complete, the county will go into ‘Maintenance’ and corners will be revisited based on the year originally remonumented. (Grant dollars are reduced, once a county goes into maintenance.)
- Director Galla has served as the Grant Administrator for Remonumentation since 2019. The County Administrator was the Grant Administrator in 2018 and prior to that, it was administered through the Register of Deeds.

Solid Waste Council:

14 members appointed by the County Board and also appointed as the Solid Waste Management Planning Committee for purposes of amending the Solid Waste Management Plan. (*Proposed to be reduced to 9 members beginning in 2022*).

- Held four (4) household hazardous waste (HHW) and shredding and electronics collections in 2021 and two (2) tire recycling collections. One tire collection was a mobile event – in which we were able to collect 2000 tires from 3 properties.
- Participated in MMAC regional meetings (Materials Management Advisory Committee).
- Completed work on the recycling grant received from the state for improvements in collection of recyclable materials. Cameras were purchased for 6 recycling sites, as part of this grant; with 5 currently installed.
- Completed site plan work for a proposed site on S. Popp Rd., Lake Leelanau. This site has not moved forward. (The temporary site in Leland opened in 2000, and was approved for an extension on their permit. It will continue operating into 2022.)



	Cedar	Empire	Glen Arbor	Glen Lake School	Elmwood	Lake Leelanau	Leland	Northport	P-town	Suttons Bay School
2016 Tons	260.16	128.77	150.18		533.34	140.95		163.00	105.59	309.70
2017 Tons	324.38	152.68	178.46		647.17	208.56		208.91	134.71	391.49
2018 Tons	323.30	147.28	194.47	27.48	693.09	173.15		233.33	166.44	437.61
2019 Tons	333.87	147.18	189.49	55.90	750.30	0		251.91	192.37	579.42
2020 Tons	357.35	151.15	172.48	56.41	679.15	0	16.12	202.02	149.57	580.41
2021 Tons	255.98	128.96	173.84	46.76	536.44	0	88.12	206.05	160.54	457.29

Summer of 2021 – surveys were conducted at 7 recycling sites as part of the recycling grant. Majority of surveys came from Elmwood, Cedar, Suttons Bay School and Glen Arbor school sites.

- 77.9% of respondents were year round residents,
- 18.4% were seasonal, and the rest were visitors.
- 96.1% were recycling from a single family home, the rest from multifamily or commercial.

When asked if they were interested in recycling offered at their residence (curbside):

- 73.9% said they were not interested in recycling offered at their residence 26.1% were interested; with 82.8% willing to pay extra for recycling offered at their residence.

The amount they were willing to pay?

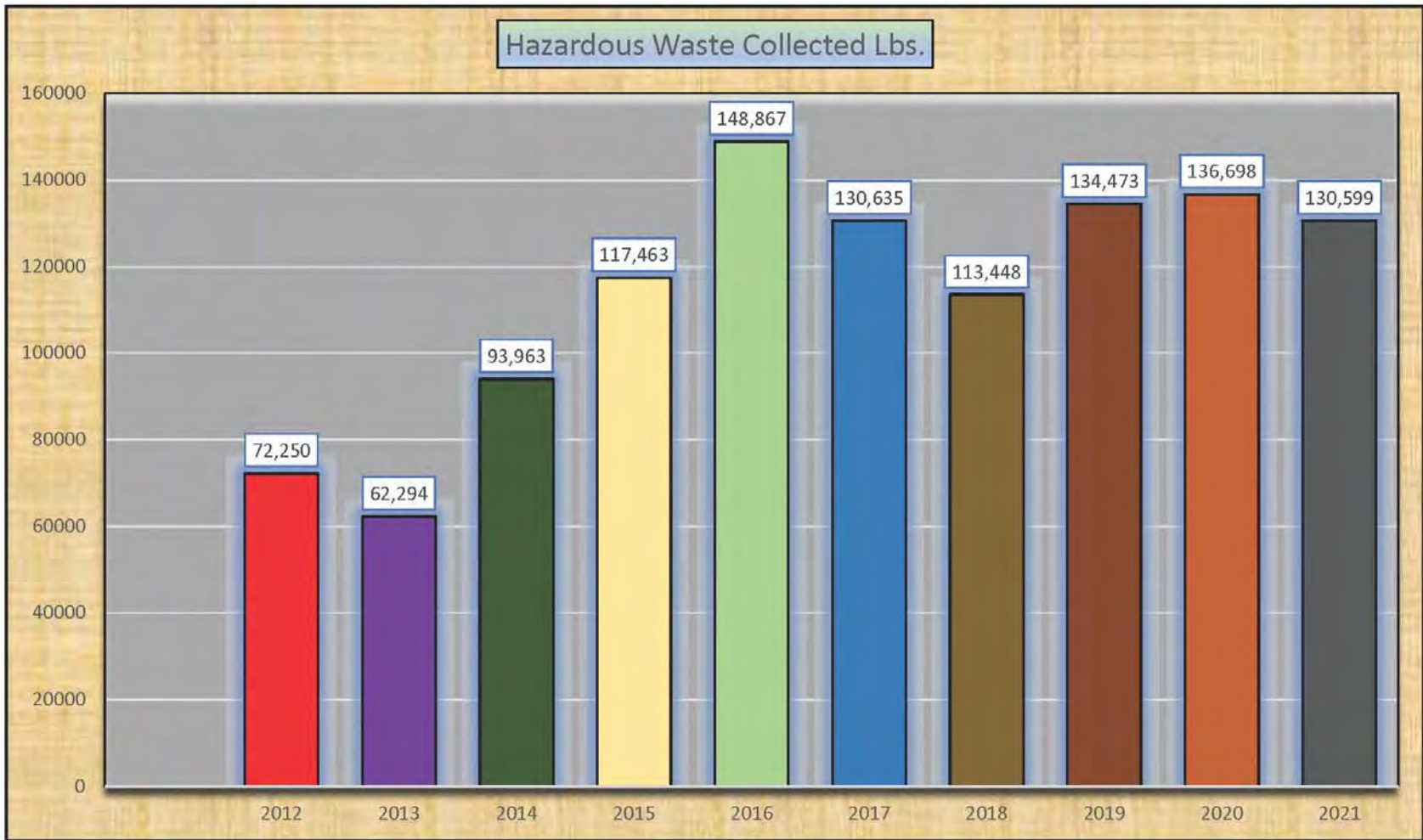
- 38.4% said \$5-\$10/month
- 27.8% said \$1-\$5/a month
- Remainder were \$10-\$20/month

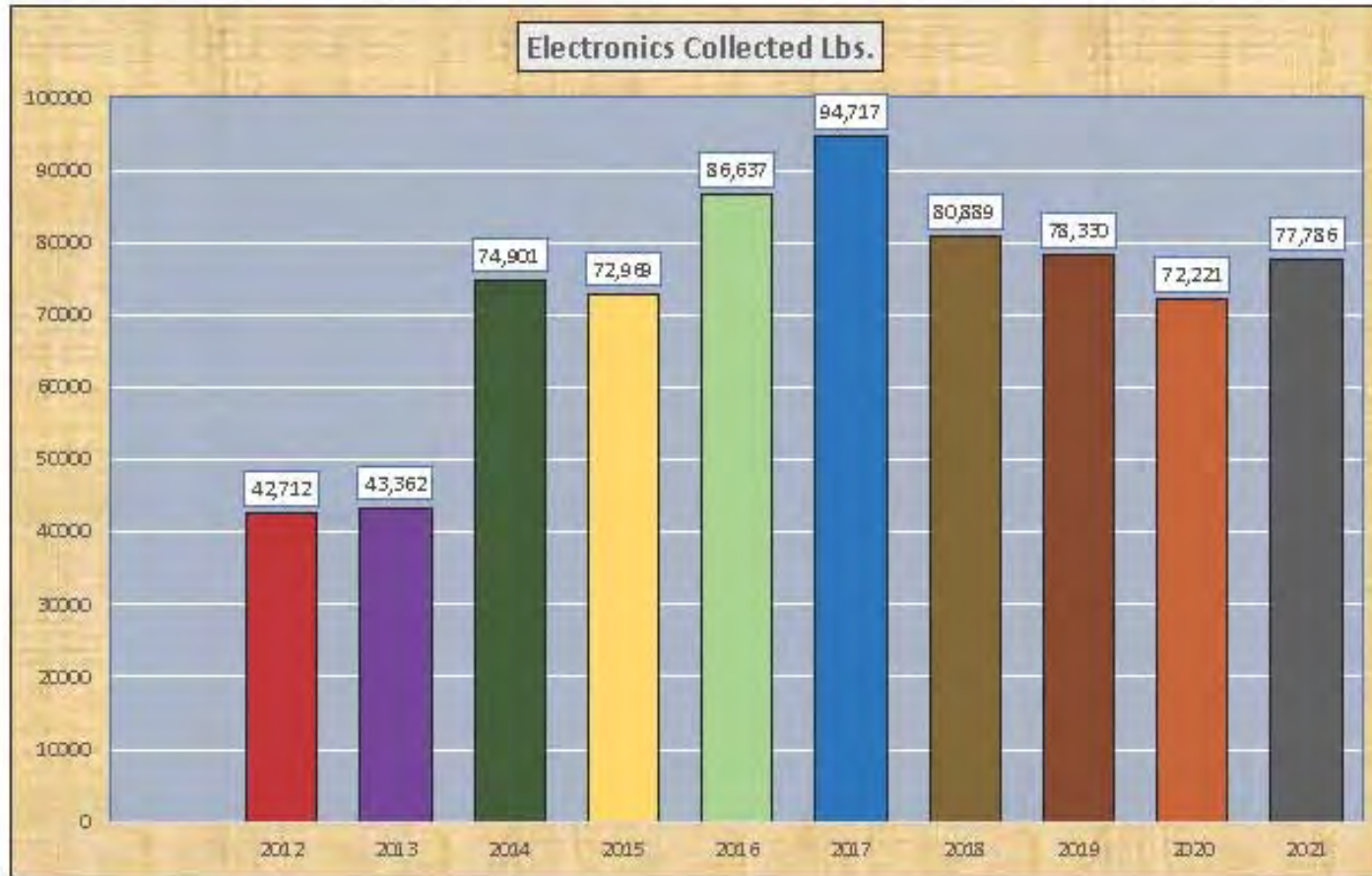
The majority of respondents (50.2%) said they recycle once a week, followed by the next highest (26.2%) recycling a couple times a week.

Materials recycled by respondents:

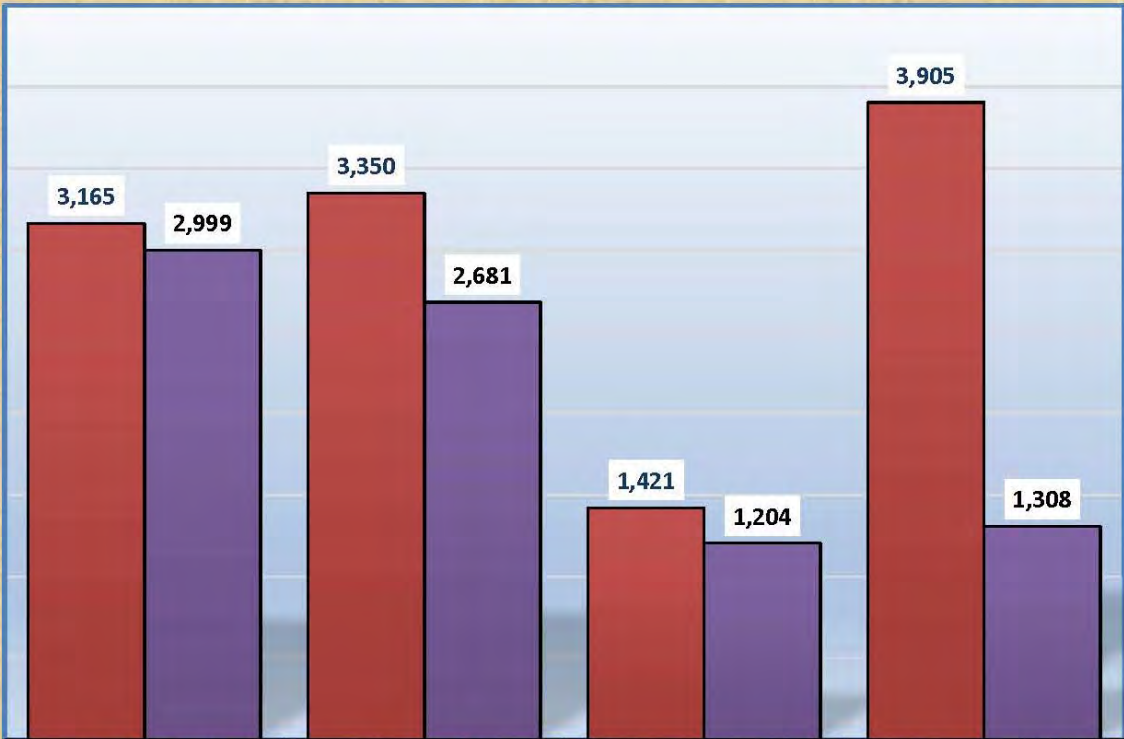
- 13.6% - cardboard
- 12.6% - glass
- 12.1% - mixed paper
- Followed by plastics, and metals.

Asked how they were aware of the recycling site: 70.2% said they recycled here many times before, with the 2nd highest response being ‘I drove by/saw it’ at 12.5%.

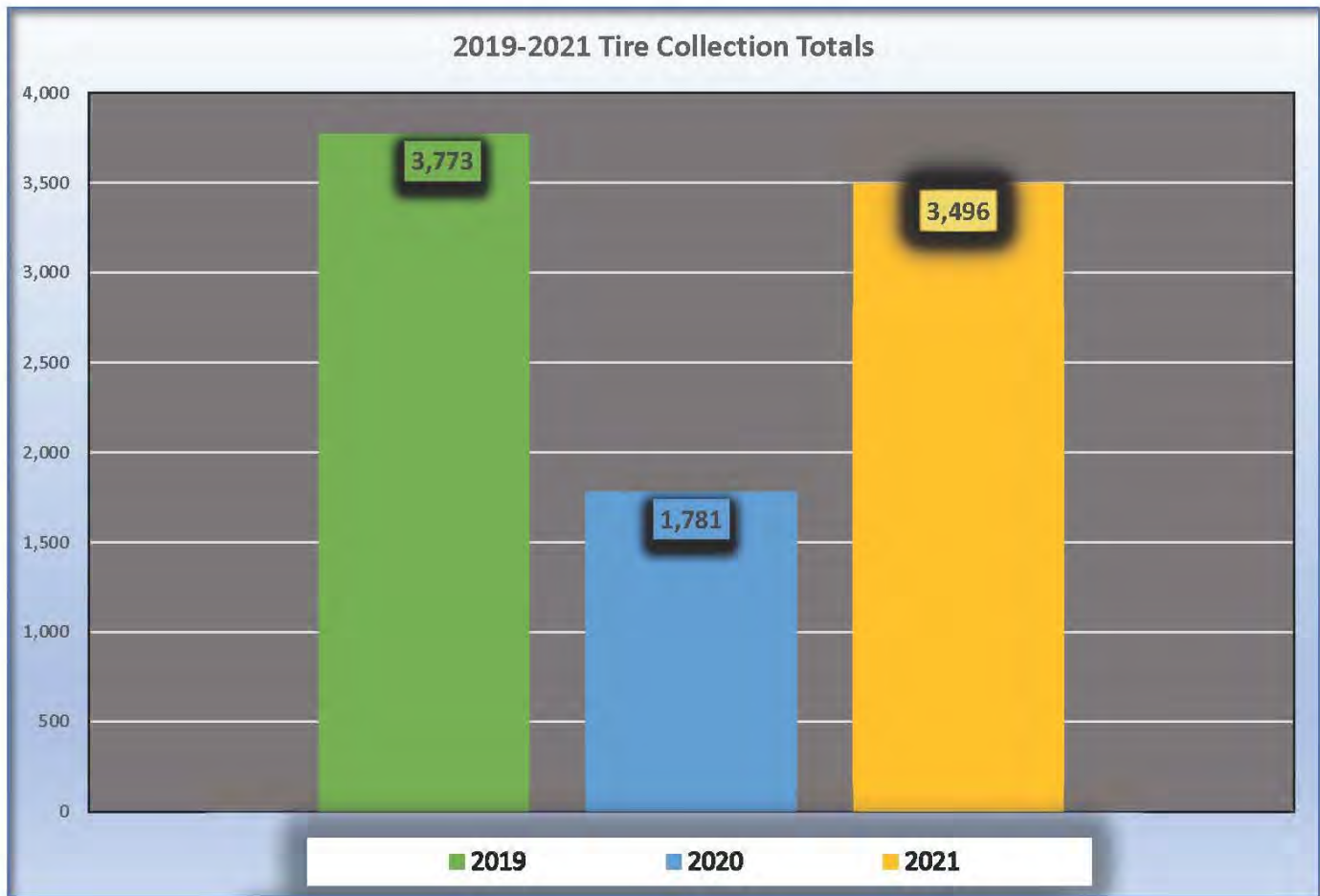




SHREDDING LBS. COLLECTED 2020-2021



	Gov. Center 5/22	Glen Lake 6/26	Peshawbestwon 9/13	Elmwood 10/16
■ LBS. COLLECTED 2020	3,165	3,350	1,421	3,905
■ LBS. COLLECTED 2021	2,999	2,681	1,204	1,308



Other:

- **Mapping**
- **Leelanau County Address Ordinance (since 1989)**
- **Emergency Operations - Damage Assessment Team** (*Director Galla is head of Damage Assessment, and Senior Planner Gail Myer is a member*)
- **Website** - (*Director Galla is a Website Administrator, and other employees update portions of the website*)
- **Apply for and administer grants** on behalf of the county.
- **Provide presentations** at local and national conferences.
- **Plan** trainings and presentations for county and local officials and the general public.
- **Revenue** generated from the sale of aerial maps, transportation maps, and special mapping projects, as well as Address application fees, road application fees, and admin from grants, is put back to the General Fund.

Some Items for 2022:

- Update the CIP and present to County Board
- Complete work under the 2022 Remonumentation Grant
- Continue Housing Action Committee work, promote housing options and opportunities to local municipalities and developers
- Identify potential locations for recycling sites
- Explore other recycling opportunities
- Continue address assignments and road name assignments, provide over-sight of HHW/Electronics collections, tire recycling, and perhaps mattress recycling
- Continue to provide staff support to boards and commissions

Projected Cost for 2021 - **\$2,035,569** Actual cost for 2021 – **\$1,795,594**

Differential for 2021 - \$239,975

Under the projected cost by 12%

Projected cost for 2022: **\$2,015,897**

Stop-loss fee for 2021 is \$754.33 and will be going up to \$762.59 which is a 1.1% increase.

Stop-loss cost for 2021: \$870,804

Large Claim Payments for 2021: \$542,828

Net cost: \$327,976

Administrative fee will be \$78.57, representing a 2.85% increase.

Total administrative fee was \$88,917. This year the fee resulted in \$1,077,056 in savings.

	<u>Prescription Costs:</u>	<u>Dental Costs:</u>	<u>Vision Costs:</u>
2015	\$352,046	\$47,743	\$19,687
2016	\$285,682	\$67,432	\$22,668
2017	\$276,501	\$77,346	\$20,361
2018	\$353,785	\$89,390	\$22,433
2019	\$366,163	\$86,649	\$23,474
2020	\$400,992	\$72,743	\$15,872
2021	\$455,537	\$81,140	\$17,368

Leelanau County Projected vs. Actual Costs 2015-Present

	Projected Cost	Actual Cost	Difference	%
2015	\$1,475,041	\$1,540,708	\$87,772	5.7%
2016	\$1,549,032	\$1,550,427	\$1,395	.01%
2017	\$1,622,616	\$1,560,824	\$-61,792	-4%
2018	\$1,618,267	\$1,612,517	\$-5,750	-.03%
2019	\$1,751,563	\$1,627,619	\$-123,949	-7.6 %
2020	\$1,792,810	\$1,806,419	\$13,607	.086 %
2021	\$2,035,569	\$1,795,594	-\$239,975	-12%



Leelanau County Health Cost Year to Date

2021	Projected Monthly Cost	Billed Monthly Cost	Difference
Feb	\$169,631	\$161,359	-\$8,272
Mar	\$169,631	\$186,379	\$16,749
Apr	\$169,631	\$186,345	\$16,714
May	\$169,631	\$125,562	-\$44,069
June	\$169,631	\$140,569	-\$29,062
July	\$169,631	\$170,361	\$730
Aug	\$169,631	\$123,932	-\$45,699
Sep	\$169,631	\$148,989	-\$20,642
Oct	\$169,631	\$154,026	-\$15,605
Nov	\$169,631	\$117,576	-\$52,055
Dec	\$169,631	\$132,096	-\$37,535
Jan	\$169,631	\$148,400	-\$21,230



Leelanau County Pooled Rates vs. Actual Costs 2015-Present

	<i>Pooled Rates</i>	<i>Actual Cost</i>	<i>Difference</i>	<i>%</i>
2015	\$2,763,196	\$1,540,708	(\$1,222,488)	-66.80%
2016	\$3,011,884	\$1,550,427	(\$1,461,457)	-48.50%
2017	\$3,226,029	\$1,560,824	(\$1,665,205)	-51.60%
2018	\$3,553,149	\$1,612,517	(\$1,940,632)	-54.60%
2019	\$3,908,464	\$1,627,619	(\$2,280,845)	-58.36%
2020	\$4,146,804	\$1,806,419	(\$2,340,461)	-56.44%
2021	\$4,395,612	\$1,795,594	(\$2,600,018)	-59.15%



Leelanau County Invoiced Costs 2021									Year to Date Expenses											
										Projected Monthly Cost	Billed Monthly Cost	Difference	Diff YTD	YTD costs						
Month	Hosp/Med		Rx		dent		Vis		Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
	Occurance	Amount	Occurance	Amount	Occurance	Amount	Occurance	Amount												
Jan	436	\$93,144.47	214	36794.97	51	8950.57	18	2039.4	\$169,631	\$148,400	-\$21,230	-\$21,230	\$148,400.26							
Feb	416	\$83,920.46	214	\$38,001.39	49	\$9,885.61	9	\$839.04	\$169,631	\$161,359	-\$8,272	-\$29,503	\$309,758.96							
Mar	463	\$137,502.14	195	\$35,033.91	41	\$6,685.46	14	\$1,406.42	\$169,631	\$186,379	\$16,749	-\$12,754	\$496,138.36							
Apr	450	\$63,507.33	316	\$55,775.62	20	\$4,744.92	8	\$884.22	\$169,631	\$186,345	\$16,714	\$3,960	\$682,483.32							
May	387	\$45,221.70	192	\$46,819.43	39	\$5,631.05	7	\$628.00	\$169,631	\$125,562	-\$44,069	-\$40,108	\$808,045.52							
June	337	\$81,338.91	137	\$37,172.18	38	\$5,989.55	6	\$605.00	\$169,631	\$140,569	-\$29,062	-\$69,170	\$948,614.52							
July	451	\$90,041.29	185	\$31,636.62	43	\$6,338.90	15	\$1,366.04	\$169,631	\$170,361	\$730	-\$68,440	\$1,118,975.14							
Aug	374	\$69,340.55	179	38538.77	41	7236.95	19	1905.61	\$169,631	\$123,932	-\$45,699	-\$114,139	\$1,242,906.97							
Sep	303	\$64,614.03	177	35234.27	27	4750.96	12	1106.2	\$169,631	\$148,989	-\$20,642	-\$134,781	\$1,391,896.11							
Oct	469	\$61,313.93	302	49345.6	48	8791.31	19	2430.11	\$169,631	\$154,026	-\$15,605	-\$150,385	\$1,545,922.07							
Nov	345	\$67,456.59	224	27480.66	44	6221.1	21	2059.3	\$169,631	\$117,576	-\$52,055	-\$202,440	\$1,663,497.89							
Dec	346	\$130,244.85	169	23703.97	26	5913.29	19	2098.19	\$169,631	\$132,096	-\$37,535	-\$239,975								
Annual		\$987,646.25		\$455,537.39		\$81,139.67		\$17,367.53		\$2,035,569	\$1,795,594	-\$239,975	\$1,806,419							

	Hospital		Medical	
	Occurance	Amount	Occurance	Amount
jan	56	27047.53	380	66096.94
feb	72	41331.11	344	42589.35
mar	71	87906.31	392	49595.83
apr	55	21988.01	395	41519.32
may	38	7798.74	349	37422.96
jun	48	40272.03	289	41066.88
jul	62	44173.13	389	45868.16
aug	55	17373.04	319	51967.51
sept	48	25449.47	255	39164.56
oct	63	11532.17	406	49781.76
nov	51	29461.71	294	37994.88
dec.	58	92681.86	288	37562.99

UNMATCHED NETWORK

LARGEST NETWORK PROVIDES GREATER DISCOUNTS

Blue Cross Blue Shield of Michigan is a member of the Blue Cross Blue Shield Association. We are unmatched in size and scale, and we have the broadest medical access of any carrier in the country, with the local depth to provide better health care in every community. This allows us to have the highest average PPO in-network discounts throughout the U.S.

Our Blue Cross network includes over 1 million U.S. providers

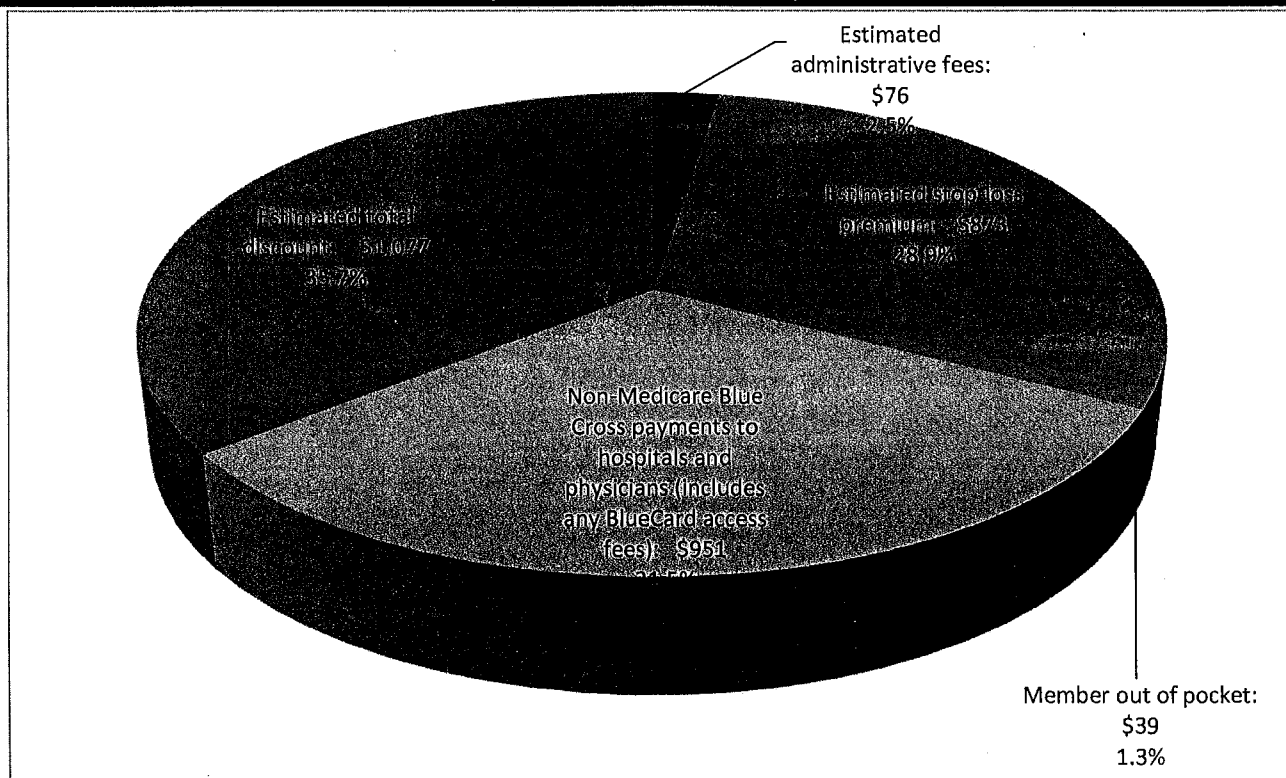
96%
OF HOSPITALS

93%
OF DOCTORS

107
MILLION MEMBERS
(1 in 3 Americans)

- Access in every U.S. ZIP code

HOW OUR DISCOUNTS HAVE BENEFITED YOU DURING THE EXPERIENCE PERIOD: 05/01/2020 to 04/30/2021 (Dollars in Thousands)



COUNTY OF LEELANAU 02/01/2022-01/31/2023

TOTAL VALUE COMPARISON

THE POWER & PERFORMANCE OF BCBSM NETWORKS

Experience Period: 05/01/2020 to 04/30/2021

Average monthly contracts: 97

	BCBSM	COMPETITORS*
Medical claim charges	\$2,067,632	\$2,067,632
Less discounts	\$1,077,056 (52.1%)	\$846,075 (40.9%)
Medical claim cost	\$990,576	\$1,221,557

Analysis uses non-Medicare medical claims and enrollment data of the experience period. Actual BCBSM discounts include BlueCard access fees, if applicable. Actual BCBSM discounts exclude additional administrative compensation, if applicable.

**Competitor discount assumption is for average of all competitors that service your home areas.*

NET VALUE **\$230,981** **\$198.44 PCPM**

NATIONAL HIGH PERFORMING NETWORK SOLUTIONS

Blue Distinction Total Care holds providers contractually accountable for improving health outcomes and lowering health care costs, so employees receive the right care at the right time, for the best price. We select value-based programs (ACOs, PCMHs) from around the country to create a national solution for multi-state employers. They must consistently meet a set of six requirements to remain in the program.

BLUE DISTINCTION TOTAL CARE

Finds the best doctors and hold them accountable to cost and quality standards

BLUE DISTINCTION SPECIALTY CARE

Recognizes healthcare facilities for their expertise and efficiency in delivering specialty care

TAILORED NETWORKS

Custom network solutions to drive savings with minimal disruption

Blue Distinction Total Care gives you and your employees access to a national network of doctors and hospitals working together to provide high-quality care focused on patients and their better health. This value-based care approach focuses on preventing illness and managing chronic conditions. BCBSM pays doctors and hospitals for managing the health of their patient populations by meeting criteria shown to lead to the best results. We're paying for the quality of care provided, not the quantity.

BLUE DISTINCTION TOTAL CARE BY THE NUMBERS

43 STATES	\$53B CLAIMS PAID	14M MEMBERS
154K ENGAGED PROVIDERS	NATIONAL ACCOUNTABLE CARE ORGANIZATIONS	MICHIGAN ORGANIZED SYSTEMS OF CARE

BCBSM is a national leader in value-based, patient-focused care programs. Now, we can offer access to the same type of care for your employees who live outside Michigan. Blue Distinction Total Care pulls together patient-centered medical home and accountable care organization programs from Blue plans across the country. The efforts are locally designed to meet the health needs of the communities where your employees live.

Blue plans nationally are seeing impressive results in lower rates of emergency room visits and hospital admissions. That means better health for employees and avoided costs for both employees and group customers. Blue Cross plans report a national average of \$6 to \$9 per member per month in cost avoidance.

COUNTY OF LEELANAU 02/01/2022-01/31/2023

RENEWAL COSTS

FIXED COSTS

Renewal Period: 02/01/2022-01/31/2023

FIXED ADMINISTRATIVE FEES (PCPM)

Base administrative fee:	\$74.67
Finance charge:	\$3.90
Total:	\$78.57

STOP-LOSS PREMIUM RATES (PCPM)

Specific:	\$761.77
Aggregate:	\$0.82
Total:	\$762.59

ESTIMATED COSTS

	Estimated current number of contracts	Estimated monthly cost per contract	Estimated renewal period cost based on current enrollment
ESTIMATED CLAIM COST			
Facility	96	\$288.73	\$332,619
Professional	96	\$333.52	\$384,209
Prescription Drugs	96	\$204.31	\$235,365
Dental	98	\$64.61	\$75,977
Vision	98	\$15.91	\$18,711
TOTAL ESTIMATED CLAIM COST	96	\$908.75	\$1,046,881

All claim figures shown above do not include provider adjustments nor Rx rebates.

ESTIMATED FIXED COST

Fixed Administrative fees	96	\$78.57	\$90,513
Stop-loss premium rates	96	\$762.59	\$878,504
TOTAL ESTIMATED FIXED COST	96	\$841.16	\$969,016

These costs will be settled using actual enrollment in the contract year.

TOTAL ESTIMATED RENEWAL PERIOD COST **\$2,015,897**

TOTAL ESTIMATED MONTHLY COST PER CONTRACT **\$1,749.91**

See Schedule A for required advances.

All claim estimates use Group historical data and assume that Group's benefit design and plan enrollee utilization will remain the same as during the time period of the historical data. Therefore, the figures shown are not guaranteed.

COUNTY OF LEELANAU 02/01/2022-01/31/2023

03

Blue Cross Blue Shield of Michigan and Blue Care Network are nonprofit corporations and independent licensees of the Blue Cross and Blue Shield Association.

RENEWAL DEVELOPMENT

Renewal Period: 02/01/2022-01/31/2023

Experience Period: 05/01/2020-04/30/2021

Specific attachment point: \$20,000

Months of Run-out: 1

Payment arrangement: Monthly Cap

Average monthly contracts enrolled in experience period		97
Contracts enrolled at end of the experience period		96
1. Experience period net claims cost	\$	599,235
Plus: estimated incurred but not reported claims	\$	12,483
<i>(this is an estimate of additional payments for claims incurred during the experience period)</i>		
<hr/>		
2. Experience period estimated incurred claims payments	\$	611,719
3. Annualized fully incurred claim payments	\$	611,719
<i>The amounts above show claims in the experience period. The amounts below are these claims projected forward 21 months to the new rating period.</i>		
4. Benefits adjustment factor		1.0085
5. Demographics adjustment factor		1.0077
6. Effective trend factor		1.1013
Composite annual trend		5.67%
Facility		5.30%
Professional		6.80%
Drug		9.00%
Dental		-2.30%
Vision		4.20%
7. Trended claims expense	\$	684,577
Plus: adjustment to reflect current enrollment	\$	(26,958)
Plus: estimated provider adjustment	\$	(37,888)
Plus: large claims up to specific attachment point	\$	340,000
Plus: adjustment for credibility	\$	49,262
<hr/>		
8. Total estimated claims expense less provider adjustments	\$	1,008,993
Plus: projected fixed administrative charge	\$	90,513
Plus: projected specific stop-loss premium	\$	877,559
Plus: projected aggregate stop-loss premium	\$	945
<hr/>		
9. Total estimated costs for the new rating period	\$	1,978,010

Note: Claim payments include BlueCard access fees charged by Blue Cross Blue Shield host plans which use BlueCard processing. All claim estimates use Group historical data and assumes that Group's benefit design and plan enrollee utilization will remain the same as during the time period of the historical data. Therefore, the figures shown are not guaranteed. Estimated provider adjustment amount is based on a book of business estimate. Actual provider adjustment amounts may vary based on customer specific utilization.

COUNTY OF LEELANAU 02/01/2022-01/31/2023

04

Blue Cross Blue Shield of Michigan and Blue Care Network are nonprofit corporations and independent licensees of the Blue Cross and Blue Shield Association.

MONTHLY CAP WITH FINANCE CHARGE

Current period: 02/01/2021-01/31/2022
Renewal period: 02/01/2022-01/31/2023

MONTHLY PAYMENT CAP

The projected claims are subject to a monthly payment cap of \$ 176,715 for claims plus administrative and stop-loss fees.

Monthly Claims Cap	(\$ 1,046,881 / 12 X 110 %)	\$95,964
Estimated Monthly Administrative Fee		\$7,543
Estimated Monthly Stop-Loss Premium		\$73,209
Total Monthly Cap		\$176,715

Note: All claim figures shown above do not include estimated Provider Adjustment amounts.

COUNTY OF LEELANAU 02/01/2022-01/31/2023

05

Blue Cross Blue Shield of Michigan and Blue Care Network are nonprofit corporations and independent licensees of the Blue Cross and Blue Shield Association.

ADMINISTRATIVE & STOP-LOSS PREMIUMS

Current period: 02/01/2021-01/31/2022

Renewal period: 02/01/2022-01/31/2023

ADMINISTRATIVE CHARGE

Monthly fee per contract	Renewal Period	Current Period	Change
Base administrative fee	\$74.67	\$72.49	3.01%
Finance charge	\$3.90	\$3.90	0.00%
Total fixed administrative fee (See Schedule A for additional program fees)	\$78.57	\$76.39	2.85%

CURRENT STOP-LOSS COVERAGE

Specific attachment point: \$ 20,000

Aggregate percentage: 150%

Specific coverage: Medical and prescription drugs

Aggregate coverage: Medical and prescription drugs

Monthly premium rates per contract	Renewal Period	Current Period	Change
Specific Stop-loss	\$761.77	\$753.48	1.10%
Aggregate Stop-loss	\$0.82	\$0.85	-3.53%
Total Stop-loss Rate	\$762.59	\$754.33	1.10%
Aggregate annual attachment point	\$14,878	\$15,317	-2.87%

BCBSM will charge an additional administrative fee of \$8.00 per contract per month if an ASC customer obtains stop-loss coverage from a third-party stop-loss vendor.

Your groups aggregate attachment point is calculated by dividing 150% of projected annual amounts billed to your group by BCBSM for Medical claims (Facility and Professional) with Prescription Drugs by the number of contracts covered

($150\% \times \$952,193 / 96 = \$14,878$)

Aggregate Attachment Point is calculated by Line of Business (LOB), therefore contract count shown is a weighted average for all LOBs covered by Aggregate Stop Loss.

STOP-LOSS PROTECTION OPTIONS

Specific Attachment Point	Specific Monthly Premium Rate	Aggregate Attachment Point	Aggregate Monthly Premium Rate	Total monthly premium rate with specific and aggregate coverage
NA	\$0.00	\$28,872	\$91.43	\$91.43
\$50,000	\$450.75	\$20,731	\$4.61	\$455.36
\$75,000	\$325.71	\$23,082	\$7.69	\$333.40

COUNTY OF LEELANAU 02/01/2022-01/31/2023



Run Date: 09/10/2021
EDP: 501

A nonprofit corporation and independent licensee
of the Blue Cross and Blue Shield Association

BENEFIT AND RATE SCHEDULE
COUNTY OF LEELANAU
Rate Effective: 02/2022 Renewal Month: February

Customer ID: 189745 Group-Division: 007016447-0003

Monthly Premium Rates	Benefit ID	Total	Blue Cross	Blue Shield	Drugs	Master Medical	Dental	Vision
One Person Regular	0000 6VFM	\$ 721.30	290.67	222.59	179.15		28.89	
Two Person Regular	0000 6VFM	\$1,719.54	697.61	534.21	429.95		57.77	
Family Regular	0000 6VFM	\$2,178.31	872.01	667.76	537.44		101.10	
Sponsored Dependent	0000 6VFM	\$ 969.36	406.94	311.62	250.80			
One Person Regular	0000 6VFQ	\$ 699.79	290.67	222.59	179.15			7.38
Two Person Regular	0000 6VFQ	\$1,676.53	697.61	534.21	429.95			14.76
Family Regular	0000 6VFQ	\$2,101.72	872.01	667.76	537.44			24.51
Sponsored Dependent	0000 6VFQ	\$ 969.36	406.94	311.62	250.80			
One Person Regular	0000 6VFP	\$ 692.41	290.67	222.59	179.15			
Two Person Regular	0000 6VFP	\$1,661.77	697.61	534.21	429.95			
Family Regular	0000 6VFP	\$2,077.21	872.01	667.76	537.44			
Sponsored Dependent	0000 6VFP	\$ 969.36	406.94	311.62	250.80			
One Person Regular	0000 6VFN	\$ 728.68	290.67	222.59	179.15		28.89	7.38
Two Person Regular	0000 6VFN	\$1,734.30	697.61	534.21	429.95		57.77	14.76
Family Regular	0000 6VFN	\$2,202.82	872.01	667.76	537.44		101.10	24.51
Sponsored Dependent	0000 6VFN	\$ 969.36	406.94	311.62	250.80			
One Person Regular	0000 5QYP	\$ 36.27					28.89	7.38
Two Person Regular	0000 5QYP	\$ 72.53					57.77	14.76
Family Regular	0000 5QYP	\$ 125.61					101.10	24.51
Sponsored Dependent	0000 5QYP	N/A						
One Person Regular	0000 5QYM	\$ 28.89					28.89	
Two Person Regular	0000 5QYM	\$ 57.77					57.77	
Family Regular	0000 5QYM	\$ 101.10					101.10	
Sponsored Dependent	0000 5QYM	N/A						
RRL			2.4424	2.8215	13.3293		1.5357	1.1410

BCBSM reserves the right to adjust rate if any of the assumptions or calculations used to develop the rates are incorrect.

If you have questions or wish to discuss other BCBSM benefit plans, please contact your BCBSM Regional Sales Office or Agent. We at BCBSM appreciate your business and look forward to providing your continuing health benefit needs.

Reference Number: 48970-004

Encrypted Subscriber Number	Paid	Excess Portion Over Attachment	Facility Paid	Facility % of Combined Amount Paid	Facility Distribution of Excess Portion as a % of Combined Amount Paid	Professional Paid
1574795	\$107,957	\$97,956.76	\$77,683.38	71.96%	\$70,487.59	\$21,286.97
1630452	\$101,176	\$91,175.61	\$72,777.79	71.93%	\$65,584.58	\$15,645.17
5114268	\$81,737	\$71,736.68	\$3,738.36	4.57%	\$3,280.99	\$4,723.57
355663	\$81,172	\$71,171.73	\$57,554.10	70.90%	\$50,463.69	\$17,079.00
234893	\$70,729	\$60,729.06	\$3,215.88	4.55%	\$2,761.20	\$12,221.53
2791426	\$64,460	\$54,460.49	\$188.44	0.29%	\$159.21	\$5,071.66
1396564	\$54,852	\$44,851.55	\$9,622.12	17.54%	\$7,867.91	\$39,603.79
571546	\$50,221	\$40,221.49	\$32,774.92	65.26%	\$26,248.85	\$10,043.63
1107069	\$44,895	\$34,895.46	\$1,635.96	3.64%	\$1,271.57	\$20,071.42
1107069	\$3,826	(\$6,173.86)	\$18.70	0.49%	(\$30.17)	\$3,559.87
949993	\$48,554	\$38,553.80	\$18,861.09	38.85%	\$14,976.51	\$15,430.04
949993	\$10	(\$9,990.00)	\$0.00	0.00%	\$0.00	\$0.00
5877282	\$34,003	\$24,002.76	\$26,479.99	77.88%	\$18,692.39	\$7,522.77
1358811	\$29,932	\$19,931.75	\$16,914.15	56.51%	\$11,263.24	\$10,723.38
6446824	\$29,608	\$19,607.78	\$6,082.27	20.54%	\$4,027.99	\$9,248.28
595424	\$28,125	\$18,124.94	\$1,958.30	6.96%	\$1,262.01	\$5,760.65
2900271	\$26,543	\$16,543.47	\$5,229.10	19.70%	\$3,259.09	\$3,067.32
879330	\$26,162	\$16,161.56	\$4,104.12	15.69%	\$2,535.36	\$10,443.27
879330	\$36	(\$9,964.45)	\$0.00	0.00%	\$0.00	\$0.00
1938125	\$21,337	\$11,336.60	\$13,353.14	62.58%	\$7,094.81	\$2,504.38
1043653	\$21,015	\$11,015.27	\$4,366.58	20.78%	\$2,288.77	\$10,474.86
1043653	\$302	(\$9,697.87)	\$0.00	0.00%	\$0.00	\$117.75
5336542	\$18,373	\$8,372.59	\$48.66	0.26%	\$22.17	\$539.96
598611	\$18,166	\$8,166.14	\$5,282.78	29.08%	\$2,374.74	\$7,823.68
5343842	\$18,075	\$8,074.77	\$6,548.68	36.23%	\$2,925.57	\$11,435.65
1983191	\$17,728	\$7,727.99	\$6,201.73	34.98%	\$2,703.46	\$8,804.94
1983191	(\$51)	(\$10,051.00)	\$0.00	0.00%	\$0.00	\$0.00
1806172	\$17,667	\$7,666.65	\$2,999.98	16.98%	\$1,301.88	\$10,181.41
635664	\$17,169	\$7,168.91	\$8,809.66	51.31%	\$3,678.49	\$5,956.00
764380	\$15,184	\$5,184.43	\$737.42	4.86%	\$251.78	\$3,443.78
764380	\$593	(\$9,407.27)	\$0.00	0.00%	\$0.00	\$0.00
362229	\$15,729	\$5,728.64	\$5,112.82	32.51%	\$1,862.18	\$7,892.25
362229	\$10	(\$9,990.00)	\$0.00	0.00%	\$0.00	\$0.00
1772658	\$13,174	\$3,174.41	\$746.17	5.66%	\$179.79	\$10,221.34
1072256	\$12,346	\$2,345.93	\$745.85	6.04%	\$141.72	\$4,723.31
1072256	\$35	(\$9,965.00)	\$0.00	0.00%	\$0.00	\$0.00
729745	\$11,309	\$1,309.00	\$1,336.75	11.82%	\$154.73	\$3,251.67

Drug Name	Drug Class	Plan Drug Type	Rank	Paid	Paid % of Total	Scripts
Totals				\$393,948	90.4%	410
Humira(cf) Pen	Antiinflam.tumor N	Specialty	1	\$79,429	18.2%	18
Cimzia	Antiinflam.tumor N	Specialty	2	\$57,679	13.2%	13
Enbrel	Antiinflam.tumor N	Specialty	3	\$53,292	12.2%	10
Eliquis	Anticoagulants	Preferred Brand	4	\$15,794	3.6%	23
Saxenda	Anti-obesity Drugs	Nonpreferred Bran	5	\$13,853	3.2%	11
Oxycontin	Analgesics	Preferred Brand	6	\$12,204	2.8%	14
Humira(cf)	Antiinflam.tumor N	Specialty	7	\$11,132	2.6%	2
Xifaxan	Antibiotics	Preferred Brand	8	\$10,708	2.5%	4
Enbrel Sureclick	Antiinflam.tumor N	Specialty	9	\$10,509	2.4%	2
Farxiga	Antihyperglycemics	Preferred Brand	10	\$9,659	2.2%	9
Repatha Sureclick	Cardiovascular	Preferred Brand	11	\$8,297	1.9%	20
		Specialty	11	\$794	0.2%	3
Trulicity	Antihyperglycemics	Preferred Brand	12	\$8,603	2.0%	4
Basaglar Kwikpen U	Antihyperglycemics	Nonpreferred Bran	13	\$6,653	1.5%	11
Gralise	Cns Drugs	Nonpreferred Bran	14	\$5,484	1.3%	8
Tadalafil	Unclassified Drug P	Generic	15	\$5,466	1.3%	15
Invokana	Antihyperglycemics	Preferred Brand	16	\$5,423	1.2%	4
Breo Ellipta	Antiasthmatics	Preferred Brand	17	\$5,375	1.2%	13
Vyvanse	Psychotherapeutic	Preferred Brand	18	\$5,296	1.2%	19
Atomoxetine Hcl	Psychotherapeutic	Generic	19	\$5,035	1.2%	22
Novolog	Antihyperglycemics	Preferred Brand	20	\$4,740	1.1%	2
Trintellix	Psychotherapeutic	Nonpreferred Bran	21	\$4,376	1.0%	12
		Preferred Brand	21	\$358	0.1%	1
Quillivant Xr	Psychotherapeutic	Nonpreferred Bran	22	\$3,850	0.9%	7
Fluticasone-salmeter	Antiasthmatics	Generic	23	\$3,600	0.8%	14
Levemir Flextouch	Antihyperglycemics	Preferred Brand	24	\$3,554	0.8%	3
Symbicort	Antiasthmatics	Preferred Brand	25	\$3,472	0.8%	9
Chantix	Smoking Deterrent	Preferred Brand	26	\$2,408	0.6%	6
Motegrity	Gastrointestinal	Nonpreferred Bran	27	\$2,400	0.6%	6
Cyclosporine	Immunosuppressar	Specialty	28	\$2,164	0.5%	8
Xiidra	Eent Preps	Preferred Brand	29	\$2,102	0.5%	4
Advair Diskus	Antiasthmatics	Nonpreferred Bran	30	\$1,029	0.2%	1
		Preferred Brand	30	\$1,032	0.2%	1
Epinephrine	Autonomic Drugs	Generic	31	\$2,047	0.5%	7
Claravis	Skin Preps	Generic	32	\$1,973	0.5%	3
Etonogestrel-ethiny	Contraceptives	Generic	33	\$1,851	0.4%	18
Eucrisa	Skin Preps	Nonpreferred Bran	34	\$1,778	0.4%	3
Wixela Inhub	Antiasthmatics	Generic	35	\$1,700	0.4%	9
Prempro	Hormones	Preferred Brand	36	\$1,645	0.4%	10
Linzees	Gastrointestinal	Preferred Brand	37	\$1,642	0.4%	4

Alinia	Antiparasitics	Preferred Brand	38	\$1,639	0.4%	2
Shingrix	Biologicals	Nonpreferred Brand	39	\$1,540	0.4%	9
Ezetimibe	Cardiovascular	Generic	40	\$1,532	0.4%	3
Dextroamphetamine	Autonomic Drugs	Generic	42	\$1,429	0.3%	6
Xyosted	Hormones	Nonpreferred Brand	43	\$1,384	0.3%	3
Methylphenidate L	Psychotherapeutic	Generic	44	\$1,350	0.3%	12
Envarsus Xr	Immunosuppressant	Specialty	45	\$1,228	0.3%	2
Premarin	Hormones	Preferred Brand	46	\$1,179	0.3%	5
Qbrexza	Skin Preps	Preferred Brand	47	\$1,115	0.3%	2
Doxepin Hcl	Psychotherapeutic	Generic	48	\$1,085	0.2%	4
Colchicine	Antiarthritics	Preferred Brand	49	\$1,057	0.2%	7
Lantus Solostar	Antihyperglycemics	Preferred Brand	50	\$1,004	0.2%	2

Agenda Item – Administration Fee, C&M Insurance

County Board of Commissioners, Executive Board Session: December 7, 2021

Proposed recommendation:

I move to recommend to the County Board of Commissioners to approve an increase of \$150.00 to \$4,050.00 for the monthly fee to C&M Insurance for the administration of the County's Blue Cross/Blue Shield healthcare plan.

MEMO

Date: 12/1/21

To: County of Leelanau

From: Lewis Wolters, C&M Insurance

Re: Administrative fee increases

As with all things this year, the costs of doing business continue to rise. We last requested an increase to our compensation in January 2019. For this reason as well as the assistance we provided for containing costs for the county, we are asking for a monthly increase of \$150 to \$4,050. This request is still below the industry standard for the services we offer. Thank you for your consideration.

Per the last request for additional compensation dated 2019:

We are asking for this due to the substantial cost increases to our agency, as indicated below:

- Additional staffing costs*
- Printing costs have increased and moved from Blue Cross to our office*
- Education expenses created by the Affordable Care Act, changes that we keep up with in order to better serve you.*
- Consulting and legal fees*

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Sheriff's Office</u> Contact Person: <u>Sheriff Borkovich</u> Telephone No.: <u>231-256-8601</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session <u>11/24/2021</u>
Source Selection Method <input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	VENDOR: _____ Address/ Phone: _____

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

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Take Home Vehicle</u>

<input type="checkbox"/>	Request to Waive Board Policy on Bid Requirements See attached
Suggested Recommendation:	Motion to recommend that the County Board of Commissioners approve a take home vehicle for the Jail Administrator, at the discretion and supervision of the Sheriff.

Department Head Approval: _____ _____ Date: 19 Nov 21

The Sheriff's Office is requesting that the Board reinstate the take-home vehicle for the Jail Administrator. This enhancement to operations was removed by the Board in 2015. Jail Administrator Lt. Todd Roush is expected to be on-call and available 24/7 to respond to any and all jail incidents, and has responded to these on many occasions over his 10+ years as the Jail Administrator. In addition, when he was utilizing a take-home vehicle, he had responded to incidents such as structure fires, deer for dispatch, grass fires, drownings and provided back-up for the patrol division. Lt. Roush provides a unique asset opportunity for the Agency and the County as he is a salary, overtime exempt employee. Therefore, when he is called upon after normal hours, there is no additional overtime cost.

Lt. Roush's ability to utilize a take-home vehicle will enhance overall Sheriff's Office operations by ensuring Lt. Roush's ability to respond outside his normal working hours when needed, much the same as operations are enhanced by the other 3 members of the Administrations availability of a take-home car (Sheriff, Undersheriff, Patrol Lieutenant). Lt. Roush is tasked with, and often called upon, for many other duties and tasks, above the traditional Jail Administrator duties. Lt. Roush would be available to respond to any, "Non-certified police officer" incidents if needed, as noted above he has done in the past. Lt. Roush is issued and carries a firearm and less lethal Taser daily. He is CPR/AED/First Aid certified, and carries a fire extinguisher and life vest with throw-rope and picks-or-life in his vehicle, as well as Naloxone. Many incidents that a patrol officer responds to and/or renders aid in do not require them to be "MCOLES Certified". Lt. Roush has also been placed in charge of the agencies COVID 19 response unit, and has been tasked with decontamination and sanitation of office spaces and vehicles.

We estimate an increase in fuel costs to be approx. \$1,300-\$1,500 annually, at the current price of fuel. While the jails budgeted gas and oil line specifically does not support this, Lt. Roush can find other areas of the jail budget to transfer funds from to make up that cost to that line item, therefor not increasing the overall budget. Over the past 5 years, on average, the jail budget is approx. \$30,000 under the adopted amount. Therefore, it can easily support a \$1,300-\$1,500 increase in fuel costs.

As the direct supervisor in charge of jail operations, Leelanau County's single highest exposure for liability and risk, I feel it is important that Lt. Roush, as the Jail Administrator, be issued a take-home vehicle to assure his availability to the division and the agency.

Commissioner Bunek noted that there is already a system in place for purchasing vehicles. This is getting more complicated, when we have different ways of purchasing the vehicles.

It was recommended by Bunek that the Board move forward with putting the new vehicle in the 2016 budget for Construction Codes. Seconded by Rushton.

AYES – 6 (Rushton, Soutas-Little, Watkoski, Wessell, Bunek, Rentenbach).

NO – 1 (Lautner)

RECOMMENDATION PASSES.

c. Sheriff's Vehicle Allocation and Procedure Policy

Sheriff Mike Borkovich and Undersheriff Steve Morgan were present. Borkovich reviewed the take-home policy for deputies. Commissioners questioned the need for the Jail Commander to have a take-home vehicle. The County is paying for the gas, maintenance and additional Social Security on that vehicle. Morgan outlined the benefits of having the Jail Commander have a take-home vehicle. Discussion on the vehicle ensued.

It was decided to eliminate a take home vehicle for the Jail Commander.

d. Sheriff's Traverse Narcotic Team (TNT) Position

Crocker stated that they needed to bring to the attention of the Board, per the Budget Rules, that there will no longer be any funding for TNT. The proposed budget for 2016 is \$96,000.00.

Morgan stated not long ago the Sheriff had explained the benefit of being a member of TNT. He wanted to concentrate on the benefits. Discussion by Commissioners on the TNT program. Commissioner Bunek stated that while he thinks this is a good program, this shows how with grant programs, once the funding goes away the cost comes entirely to the County.

It was decided to leave funding the TNT program in the 2016 Budget.

Commissioner Rushton stated she believes that Commissioner Bunek makes a good point. Commissioner Wessell stated that part of the reason we have grants is to pilot programs. He is in support of grant programs.

e. Treasurer's Review of Funding Accounts, including Delinquent Tax Revolving Fund (DTR) and Investments update.

Treasurer John Gallagher stated that after listening to the audio of last week's budget session, he hopes that he can answer any questions. He distributed a packet of information for Commissioners which he reviewed.

**Leelanau County Board of Commissioners
Budget Work Session – Thursday, August 27, 2015
Tentative Minutes – meeting recorded.**

Meeting called to Order by Chairman Carolyn Rentenbach at 2:01 p.m.

Pledge of Allegiance led by Chairman Rentenbach followed by a moment of silence.

Roll Call:	District #1 – Jean I. Watkoski	PRESENT
	District #2 – Debra L. Rushton	PRESENT
	District #3 – William J. Bunek	PRESENT (Arrived at 2:08 p.m.)
	District #4 – Ty Wessell	PRESENT
	District #5 – Patricia Soutas-Little	PRESENT
	District #6 – Carolyn Rentenbach	PRESENT
	District #7 – Melinda C. Lautner	PRESENT (Arrived at 2:16 p.m.)

Agenda Additions or Deletions:

Chairman Rentenbach stated that the Prosecutor had requested to be moved until later in the meeting, to be moved to #7. Also, Item #4 to be deleted from the agenda and will be added to a future meeting.

MOTION BY WATKOSKI TO APPROVE THE AGENDA AS AMENDED. SECONDED BY SOUTAS-LITTLE.

AYES – 5 (Watkoski, Wessell, Lautner, Rentenbach, Soutas-Little).

NO – 0

ABSENT – 2 (Bunek, Rushton)

MOTION PASSES.

1. Continuation of Take Home Vehicle Procedures.

County Administrator Chet Janik stated that at the last meeting it was decided to cease allowing the Jail Commander to have a take-home vehicle, but no decision was reached regarding the vehicles for the Emergency Services Director or the Maintenance Director. Janik questioned if the Board wanted to make any changes regarding those two vehicles. There is no plan to replace the Emergency Services Director's vehicle once it wears out. The Maintenance Director only lives a mile from the Building and plows at various times of the day and night as needed. They are both charged for the fringe benefit at the IRS allowable rate.

Discussion on the use of the vehicles. The Maintenance Director has tools in the vehicle that he uses at the parks and the dam; he is on call at all times for maintenance issues.

Commissioner Lautner present at 2:16 p.m.

It was decided to allow the Maintenance Director to continue to have a take home vehicle. Emergency Services Director and Jail Commander to be notified in writing that effective October 1, 2015, they will no longer have County vehicles to take home.

EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff's Office Contact Person: Sheriff Borkovich/Lt. Roush Telephone No.: 231-256-8800	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 11/24/2021
Source Selection Method	
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	VENDOR: _____ Address/ Phone: _____

Budgeted Amount: <u> \$ 907,462.00 </u>	Contracted Amount: <u> \$ 0.00 </u>
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Early Hire</u>

Request to Waive Board Policy on Bid Requirements

Deputy Kamm Bennetts has submitted a letter of resignation effective February 5, 2022. Dep. Bennetts has served Leelanau County for close to 6 years, and will be joining the Michigan State Police as a Commercial Vehicle Enforcement Officer.

The Sheriff's Office is requesting permission to fill this vacancy approx. 6 weeks early (December 27th, 2021). As noted in previous requests of this nature, new hires are not counted in staffing levels until they have completed the training process/program, which takes approx. 4-6 weeks. Being able to bring someone on prior to the departure of an employee allows us to complete most, if not all, of the training process, therefore shortening (or eliminating) that gap of time where we are short in staffing levels, in turn reducing overtime costs.

Suggested Recommendation: Motion to recommend that the County Board of Commissioners allow the Sheriff's Office to hire a new Corrections Deputy no earlier than December 27, 2021, to fill the vacancy being created on February 5, 2022.

Department Head Approval:  45-1 Date: 11/19/2021

EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff's Office Contact Person: <u>Undersheriff Kiessel</u> Telephone No.: _____	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 12/07/2021
Source Selection Method	VENDOR: <u>Office of Highway Safety</u> Address/ Phone: _____
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>n/a</u> Account Number (Funds to come from): _____	


Budgeted Amount: <u>\$ 18,672.00</u>	Contracted Amount: <u>\$ 25,802.00</u>
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Document Description	
<input checked="" type="checkbox"/> Grant	<input checked="" type="checkbox"/> Other <u>Grant Adjustment</u>

Request to Waive Board Policy on Bid Requirements

In August of 2021 with Board of Commissioner approval, the Leelanau County Sheriff's Office applied for the Fiscal Year 2022 Secondary Road Patrol Program. The Sheriff's Office was awarded \$18,672.00 from the original grant. Now that the new State fiscal year has begun they have awarded a grant adjustment in the total amount of \$25,802.00, a difference of \$7,130.00. The Sheriff's Office would like to submit an Contract Adjustment Request to accept the additional monies.

Suggested Recommendation: I move to recommend that the Leelanau County Board of Commissioners approve the Sheriff's Office submission of a Contract Adjustment Request to the Michigan Office of Highway Safety and Planning to receive an additional \$7,130.00 for the Fiscal Year 2022 Secondary Road Patrol Grant.

Department Head Approval:  45-1 Date: 11/29/2021



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

November 24, 2021

Sheriff Mike Borkovich
Leelanau County Sheriff's Office
8525 East Government Center Drive
Suttons Bay, Michigan 49682

Dear Sheriff Borkovich:

We are pleased to advise you that a supplemental appropriation of funds is available for the current fiscal year's (ending September 30, 2022) Secondary Road Patrol Program. An additional \$6,633,000 is being allocated to the counties. Your county's share of the increased funding is **\$25,802**. The amount is based on your county's annual allocation percentage.

Please complete the attached Contract Adjustment Request form, including the narrative section, detailing how the additional funds listed above will be spent on program activity. Equipment items to be purchased must be identified on the Contract Adjustment Request form in the narrative section. The Contract Adjustment Request form is also available on the Secondary Road Patrol website at www.michigan.gov/ohsp-srp, click on forms. The Contract Adjustment form must be returned to the Office of Highway Safety Planning (OHSP) by **December 23, 2021**. The additional funds cannot be released until the completed form is received by OHSP.

You will receive a signed grant adjustment approval form by email when the funds are approved. All previous contract conditions and reporting requirements included in the original 2022 contract remain in effect for the additional funds.

If you have any questions, please contact Emily Upton at 517-599-7089 or MSP-SRP@michigan.gov.

Sincerely,

Michael L. Prince, Director
Office of Highway Safety Planning

Attachment

EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff's Office Contact Person: Sheriff Borkovich/Lt. Roush Telephone No.: 231-256-8800	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 11/24/2021
Source Selection Method	
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ Account Number _____ (Funds to come from): _____	VENDOR: _____ Address/ Phone: _____

Budgeted Amount: \$ 127,750.00	Contracted Amount: \$ 89,425.00
--------------------------------	---------------------------------

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>GTB Inmate Boarding Contract</u>

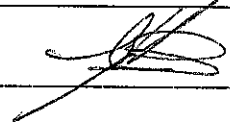
Request to Waive Board Policy on Bid Requirements

In late 2020, the Grand Traverse Band requested to amend the original 2005 inmate boarding contract between GTB, Leelanau County and the Sheriff. The most crucial change to the contract was the reduction in contracted beds from 10 to 7. This change was requested due to the GTB rarely needing/utilizing the all 10 available beds.

During the course of 2021, an amended contract was negotiated by the Sheriff, Lt. Roush, Administrator Janik, County Corporate Counsel, and key stakeholders of the Grand Traverse Band. The final result is an annual boarding agreement for 7 jail beds, resulting in an annual revenue of \$89,425.00. Other changes of clarification were made to the contract. However, those changes were regarding operational considerations.

While this agreement was drafted with the assistance of Corporate Counsel, the final proposed draft has not been reviewed by Counsel yet.

Suggested Recommendation: Motion to recommend that the County Board of Commissioners approve the amended inmate boarding contract with the Grand Traverse Band, pending final approval by Corporate Counsel, and authorize the Board Chair to sign same.

Department Head Approval: _____  Date: 01 DEC 21

1 **AMENDED AND RESTATED CONTRACT FOR PRISONER HOUSING BETWEEN**
2 **THE GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS**

3 **AND**

4 **THE LEELANAU COUNTY SHERIFF'S OFFICE**

5 This Amended and Restated Contract between the Grand Traverse Band of Ottawa
6 and Chippewa Indians (GTB, Grand Traverse Band) and Leelanau County on behalf
7 of the Leelanau County Sheriff's Office (Sheriff) for the housing of inmates,
8 originally entered into the __2nd__ day of _October__, 2004 by and between
9 the Grand Traverse Band and the Sheriff, replaces the prior contract in its
10 entirety and is entered into the __27th__ day of _October_, 2021 (Amended
11 Contract).

12 **SECTION I - RECITALS**

13 **WHEREAS**, the Sheriff, with the advice and consent of the Leelanau County
14 Board of Commissioners, recognizes the need to establish a coordinated
15 contract for the security of prisoners in Leelanau County and the Grand
16 Traverse Band Indian Country; and

17 **WHEREAS**, consistent with the 2002 Government-to-Government Accord between the
18 State of Michigan and the Federally Recognized Indian Tribes in the State of
19 Michigan signed by former Governor Engler and endorsed by then-Governor
20 Granholm, the Sheriff and the Leelanau County Board of Commissioners
21 recognize the necessity to respond to the common need for effective law
22 enforcement by developing prisoner detention agreements across jurisdictional
23 lines that separate tribal and non-tribal communities; and

24 **WHEREAS**, the Sheriff and the Leelanau County Board of Commissioners and the
25 Grand Traverse Band Tribal government further recognize that the stipulated

1 provisions of two percent (2%) money identified in the Stipulation for Entry
2 of Consent Judgment (Stipulation) in...*Grand Traverse Band of Ottawa and*
3 *Chippewa Indians...v. John M. Engler, Governor of the State of Michigan, Civ.*
4 No. 1:90 CV611 (Aug. 20, 1993), provides the following standards for the
award of two percent (2%) money:

5 Each tribal party to this stipulation shall make semi-annual
6 payments to any local units of state government in the immediate
7 vicinity of each tribal casino in aggregate amount equal to two
8 percent (2%) of the net win at each casino derived from all
9 class III electronic games of chance,...Each Tribe shall determine
10 which local unit or units of government shall receive payments
11 and the amounts thereof; provided however, the guidelines
12 governing the tribes in making said determinations shall be
13 based upon compensating said local units of government for
14 governmental services provided to the tribes and for impact
15 associated with the existence and location of the tribal casino
16 in its vicinity; provided further, however, that out of said
17 aggregate payment, each local unit of government shall receive
18 no less than an amount equivalent to its share of ad valorem
19 property taxes that would otherwise be attributed to the class
20 III gaming facility if that site were subject to such taxation.
21 See, paragraph 8 of the Stipulation; and

22 **WHEREAS**, the Leelanau County Board of Commissioners has a jail facility with
23 72 beds that opened in January 2005; this facility will have secure rooms for
24 juvenile offenders; and
25

1 **WHEREAS**, the Sheriff and the Leelanau County Board of Commissioners are
2 seeking an agreement on the sale of jail beds consistent with the terms of
3 the Stipulation and the law enforcement needs of the Grand Traverse Band; and

4 **WHEREAS**, the Grand Traverse Band Tribal Council initially established an
5 escrow fund of \$75,000.00 from the two percent (2%) distribution from the
6 July 2004 2% cycle for the specific purpose of paying jail detention expense
7 associated with paragraph 8 of the Stipulation; and

8 **WHEREAS**, the Grand Traverse Band and Leelanau County Board of Commissioners,
9 by letter dated June 23, 2005, mutually agreed to amend and lower the rate
10 per bed charge to \$35.00 per bed; and

11
12 **WHEREAS**, the agents for Grand Traverse Band (GTB General Counsel, GTB Chief
13 Judge, Court Personnel, a Council representative) and agents for the Leelanau
14 County Board of Commissioners, (County Administrator, Sheriff and Jail
15 Administrator) met on two occasions via Zoom to discuss amending the jail bed
16 contract for fairness to both entities; and

17 **WHEREAS**, the Grand Traverse Band and Leelanau County Board of Commissioners,
18 agree to amend the jail bed contract to reflect retrospectively the actual
19 costs to house inmates derived rather than prospectively as well as each
20 jurisdiction's responsibility in those costs based on where charges are
21 brought and arrests are made; and

22
23 **WHEREAS**, the Grand Traverse Band Tribal Council has allocated 2% funding to
24 the Leelanau County jail twice each year since October 2004; and

1 **WHEREAS**, the Grand Traverse Band is authorized to enter agreements with the
2 federal, state and local governments pursuant to Article IV, Section 1(n) of
3 the GTB Tribal Constitution; and

4 **WHEREAS**, pursuant to Section 6 of the Deputization Agreement Between the
5 Grand Traverse Band of Ottawa and Chippewa Indians and the Sheriff of
6 Leelanau County, the Grand Traverse Band will contract with Leelanau County
7 Sheriff's Office "for the lodging of all prisoners arrested by Tribal Police
8 who are lodged in the Leelanau County Jail."

9 **NOW THEREFORE BE IT RESOLVED** that the Grand Traverse Band and the Sheriff
10 hereby establishes this Amended Contract.

11
12 **SECTION II - DURATION**

13 The parties anticipate that this Amended Contract will be for an initial term
14 of January 1, 2022 until December 31, 2022, subject to prior termination as
15 provided in Section III of this Amended Contract. The parties anticipate
16 renewing this Amended Contract on the same terms and conditions on a year to
17 year basis, effective January 1, 2023, unless subject to notice of
18 termination under Section III by either party by December 1, of the then
19 current term, and each succeeding year thereafter. This Amended Contract
20 shall automatically renew on a year to year basis; however, both parties
21 recognize that it is not the intent of the signatories to this Amended
22 Contract to bind future elected officials of either jurisdiction in violation
23 of their respective law.

24 **SECTION III - TERMINATION**

25 This Amended Contract may be terminated by either party if there is no longer
a need of services specified in this Amended Contract, program changes,

1 changes in laws, rules and regulations or lack of funding. Either the
2 Sheriff or the Grand Traverse Band may cancel this Amended Contract by giving
3 written notice to the other of such with at least thirty (30) days notice
4 prior to the date of the cancellation.

5 **SECTION IV - CONTRACT OF BED SPACE**

6 The Grand Traverse Band agrees to allocate a sum total of \$89,425.00 per year
7 to reserve seven (7) beds per day at a cost of \$35.00 per day. Payment of
8 the bed space shall be made out of the two percent (2%) allocation twice a
9 year for a sum of \$44,712.50.

10 Funding for this Amended Contract with 2% allocations shall be on a fee basis
11 that is retrospective, not prospective. Individuals who are arrested by the
12 GTB Tribal Police, regardless of the State or Tribal court adjudication and
13 disposition, shall be eligible for payment from the two percent (2%) fund
14 established by this Contract, provided that the state or tribal jurisdiction
15 cost of the arrestee is followed in this manner: Whenever GTB Tribal Police
16 make an arrest, the charges follow the Tribe or County dependent on location
17 of the arrest. Whenever charges are brought on any tribal owned lands in
18 trust against a non-Indian, when filed by GTB Tribal Police acting as state
19 agents in a state jurisdiction, the Tribe will pay. Whenever Tribal Police
20 arrest or charge a non-Indian on a state right of way, those state charges
21 and costs are the responsibility of the County.

22 For purposes of this Amended Contract, "bed day" shall mean a period of time
23 in excess of one (1) hour or the initiation of the "official lodge" status
24 of the prisoner/detainee.
25

1 The Sheriff booking fee of \$10.00 is not a part of this Contract; the fee is
2 charged directly against the prisoner/detainee.

3 In consideration of the Grand Traverse Band reserving seven (7) Leelanau
4 County Jail beds and incarcerating Grand Traverse Band inmates under the
5 terms of this Amended Contract between the Grand Traverse Band and the
6 Sheriff for the housing of inmates dated _____, 2021 the Grand Traverse
7 Band agrees to pay the Sheriff at a rate of \$35.00 per day/per bed. The
8 above per day/per bed amount shall be paid to the Sheriff without regard as
9 to whether or not the actual number of Grand Traverse Band inmates is less
10 than seven (7). In the event all available bed space is being used by
11 Leelanau County Sheriff's Office and then Grand Traverse Band brings a
12 prisoner to the Jail, then Grand Traverse Band shall have first priority of
13 use up to the seven (7) beds.

14 In addition, the Grand Traverse Band may utilize all or part of the remaining
15 available Leelanau County Jail bed space on a call basis only. The Grand
16 Traverse Band agrees to pay Leelanau County at a rate of Forty Dollars
17 (\$40.00) per bed day for each bed utilized over the seven (7) reserved jail
18 beds.

19 **SECTION V - MEDICAL FEES**

20 The boarding rate per bed day includes all in-house routine prisoner
21 incarceration costs including intake physical and assessment done by the
22 Leelanau County Jail Medical Staff.

23 Any additional medical needs deemed necessary by the Leelanau County Jail
24 Medical Staff will be paid by the Grand Traverse Band consistent with the
25 Grand Traverse Band Indian Health Service (IHS) regulations governing
contract health to federally recognized Indians. In the event the

1 incarcerated individual is not eligible for IHS contract health, then the
2 incarcerated individual's medical expenses shall be paid out of 2%, and then
3 in the event other state and federal programs provide for the health care of
4 the prisoner, such funds shall be credited back to the 2% fund. This is to
5 include, but not be limited to, prescriptions, hospitalizations, tests, and
6 laboratory, dental and optical services. Billable medical costs will be

7
8 Prior to any off-site non-emergency medical treatment for Grand Traverse Band
9 inmates, the Grand Traverse Band, consistent with IHS regulations governing
10 the delivery of contract health services to federally recognized Indians must
11 first approve the treatment.

12 The Sheriff reserves the right to refuse any inmate determined by medical
13 personnel not to be medically acceptable for incarceration in the Leelanau
14 County Jail.

15 **SECTION VI - WORK RELEASE**

16 In the event it is arranged between the Tribe and the County Sheriff that
17 work release will be provided to an inmate, then it is agreed that any
18 additional fees associated with said work release shall be the sole
19 responsibility of the inmate who is granted work release, and the Tribe
20 assumes no liability for any work release fees.

21 **SECTION VII - TRANSPORTATION**

22 Transportation of Grand Traverse Band inmates as defined in Section IV
23 herein, unless an emergency, will be the responsibility of the Grand Traverse
24 Band consistent with the GTB internal policy on cost allocation among GTB
25 programs that provide prisoner related services. Grand Traverse Band shall

1 not be responsible for the transportation costs on non-Indians arrested on
2 state highways or state right of ways.

3 **SECTION VIII - SCHEDULE OF PAYMENTS**

4 The Grand Traverse Band, via the GTB Accounting Department from the Escrow
5 fund established under the 2% money identified in the *GTB v. Engler Consent*
6 *Judgment*, agrees to pay retrospectively, the Sheriff for contract
7 incarcerated prisoner lodgings twice a year in January and July for the
8 previous 6-month period. Total due each payment is \$44,712.50. Any
9 additionally billed bed days are due upon receipt of monthly statement. The
10 Sheriff shall bill the Grand Traverse Band twice a year for the previous 6-
11 month period and the Grand Traverse Band shall pay twice a year for the
12 previous 6-month period from a restricted account established in the name of
13 two percent (2%) payments for incarceration expenses at the Leelanau County
14 Jail. GTB juvenile offenders may be eligible for detention costs under this
15 Contract.

16 **SECTION IX - TYPES OR QUALIFIED INMATES**

17 The Sheriff will house only those inmates that fall between Medium and Very
18 Low rating under the Northpointe Institute Classification system. Any inmate
19 with a higher classification will be on a call basis only. The Sheriff
20 reserves the right to reject or return any inmate whose classification is
21 found to be higher or changed to a higher classification during incarceration
22 in the Leelanau County Jail. The Sheriff reserves the right to reject or
23 return admission of a prisoner/detainee requiring extensive segregation based
24 on the mental health of the prisoner/detainee.
25

SECTION X - AGREEMENT DOES NOT AFFECT COLLECTIVE BARGAINING AGREEMENTS

1
2 It is expressly understood and agreed by the parties hereto that the
3 requirements of this Amended Contract shall not be construed as in any way
4 affecting the collective bargaining agreement of either agency.

5
6 **SECTION XI - WAIVERS**

7 No failure or delay on the part of any of the parties to this Amended
8 Contract in exercising any right, power or privilege hereunder shall operate
9 as a waiver thereof, nor shall a single or partial exercise of any right,
10 power or privilege preclude any other or further exercise of any right, power
11 or privilege.

12 **SECTION XII - MODIFICATION OF CONTRACT**

13 Modifications, amendments or waivers of any provision of this Amended
14 Contract may be made only by the written mutual consent of the parties
15 hereto.

16 **SECTION XIII - ASSIGNMENT OR SUBCONTRACTING**

17 The parties to this Amended Contract may not assign, subcontract or otherwise
18 transfer their duties and/or obligations under this Amended Contract.

19
20 **SECTION XIV - DISREGARDING TITLES**

21 The titles of the sections set forth in this Amended Contract are inserted
22 for the convenience of the reference only and shall be disregarded when
23 construing or interpreting any of the provisions of this Amended Contract.

SECTION XV - INVALID PROVISIONS

1
2 If any of this Amended Contract is held to be invalid, it shall be considered
3 to be deleted and the remainder of this Amended Contract shall not be
4 affected thereby. Where the deletion of the invalid provision would result
5 in the illegality and/or unenforceability of this Amended Contract, this
6 Amended Contract shall be considered to have terminated as of the date in
7 which the provision was declared invalid.

SECTION XVI - CHOICE OF LAW

8
9 This Amended Contract and its performance shall be construed in accordance
10 with, and governed by, the laws of the State of Michigan with the approval of
11 the Grand Traverse Band.

SECTION XVII - INTEGRATION

12
13 This Amended Contract contains the complete, final and exclusive agreement
14 between the parties.

SECTION XVIII - LIABILITY

15
16 The Grand Traverse Band shall indemnify and defend the Sheriff of Leelanau
17 against any loss, cost, damage, expense (including attorney's fees) or
18 liability of any kind for damages to property, personal injuries or deaths,
19 arising directly or indirectly, from the performance of this Contract, except
20 where such loss, cost, damage, expense or liability is due to the sole
21 negligence of the Sheriff, its agents or its employees. The cost of
22 indemnification shall be allocated to the 2% escrow fund established herein.
23 The parties agree that, to the extent practicable, the indemnification shall
24 be represented by appropriate insurance coverage paid for by the 2% escrow
25 fund so long as this contract is in effect.

SECTION XIX - NOTICE

1
2 Any notice required or permitted to be given under this Amended Contract
3 shall be deemed sufficient if given in writing and sent by registered or
4 certified mail.

5 In the case of the Grand Traverse Band, notices shall be sent to:

6 Tribal Chairman
7 Grand Traverse Band of Ottawa and Chippewa Indians
8 2605 N. West Bayshore Drive
9 Peshawbestown, MI 49682

10 In the case of the Sheriff, notices shall be sent to:

11 Leelanau County Sheriff
12 8525 E. Government Center Drive
13 Sutttons Bay, Michigan 49682
14
15 County Administrator
16 The Leelanau County Government Center
17 8527 E. Government Center Drive
18 Sutttons Bay, Michigan 49682

SECTION XX - NO WAIVER OF SOVEREIGN IMMUNITY

19 Nothing in this Amended Contract shall be interpreted to waive the sovereign
20 immunity of the Grand Traverse Band of Ottawa and Chippewa Indians.

SECTION XXI - SIGNATORIES

21 The signatories warrant that all of the statements contained in and riders
22 attached to this Amended Contract are complete and accurate and that they are
23 empowered to enter into this Contract.
24
25

1 **IN WITNESS THEREOF**, the parties have executed this Amended and Restated
2 Contract the date and year first above written by authority of the Grand
3 Traverse Band and the Sheriff.

4 Dated: _____
5 David M. Arroyo, Chairman
6 Grand Traverse Band of Ottawa and Chippewa Indians

7 Dated: _____
8 David Crockett, GTB Captain of Police
9 Grand Traverse Band of Ottawa and Chippewa Indians

10 Dated: _____
11 Leelanau County Sheriff's Office
12 By Its Sheriff

13 Dated: _____
14 Leelanau County Board of Commissioners
15 By Its Chairperson
16
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25

EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff's Office Contact Person: Lt. Roush/Sheriff Borkovich Telephone No.: 231-256-8603	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 11/24/2021
Source Selection Method	
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> 351.960	VENDOR: _____ Address/ Phone: _____

Budgeted Amount: \$ 8,000.00	Contracted Amount: \$ 0.00
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other Tuition Reimbursement

<input type="checkbox"/>	<p>Request to Waive Board Policy on Bid Requirements</p> <p>Sgt. Jennifer Hull desires to continue her college education in 2022. She plans to attend classes at Northwestern Michigan College and/or Ferris State University during the Spring, Summer and Fall semesters, and would respectfully request tuition reimbursement for those classes, pursuant to FOPLC Corrections Command CBA, article XXX.</p> <p>The classes she plans to take are as follows;</p> <p>Spring 2022 @ NMC "Survey of Corrections"</p> <p>The summer and fall semester classes are currently in waiting as Sgt. Hull plans to take a math and science class. However, she has not been able to speak to her advisor about availability of these classes for the summer semester, and the fall semester schedule is not available yet. There is a possibility that she may only attend either the summer or fall semester, not both. However, that is dependent on class availability.</p> <p>The estimated total cost of reimbursement for all three 2022 semesters would be approx. \$2000.</p> <p>Suggested Recommendation: Motion to recommend that the County Board of Commissioners approve 50% tuition reimbursement for Jennifer Hull for classes attended during the Spring, Summer and Fall semesters at Northwestern Michigan College and/or Ferris State University, pursuant to Article XXX of the FOPLC Correction Command CBA. Funds to come from 351.960.</p>
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Department Head Approval: 45-1 Date: 11/22/2021

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Building Safety</u> Contact Person: <u>Amber Weber</u> Telephone No.: <u>231-256-8302</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 12/07/2021
Source Selection Method	
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>542.000.000.960.000</u>	VENDOR: <u>n/a</u> Address/ Phone: _____

Budgeted Amount: _____	\$ 3,500.00	Contracted Amount: _____	\$ 0.00
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Document Description	
<input type="checkbox"/> Select One	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

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

Employee: Molly Steck, Administrative Secretary


The class she plans to take is as follows:

Spring 2022 at Northwestern Michigan College "Introduction to Business"

The summer and fall classes are currently in waiting, but Molly intends to take a science and math class. Molly has not heard back from her advisor regarding the summer semester and the fall semester schedule is not yet available. Molly may only attend either the summer or fall semester, not both. This will be dependent on class availability.

The estimated total cost of reimbursement for all three 2022 semesters would be approximately \$2,400.

Suggested Recommendation: I move to recommend to the County Board of Commissioners to approve 50% tuition reimbursement for Molly Steck for classes attended during the Spring, Summer and Fall semesters at Northwestern Michigan College as outlined in the Teamsters Bargaining Agreement. Funds to come from Education, #542.000.000.960.000.

Department Head Approval:  Amber Weber
 2021.11.30 13:01:25
 -05'00' Date: 11/30/2021



LEELANAU COUNTY DEPARTMENT OF BUILDING SAFETY

8527 E. Government Center Dr. Suite 109

Suttons Bay, MI 49682

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

E-mail: buildingsafety@leelanau.gov

Website: leelanau.gov

November 22, 2021

To: Chet Janik, Administrator

I support Molly Steck's professional development pursuit to complete her Associates in Applied Science degree at Northwestern Michigan College. The summer and fall 2022 semester classes are currently in waiting, but Molly intends to continue working towards a degree in Landscape Management which is part of the Construction Technology program at NMC's Michigan Education Technology Center.

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

Respectfully,

Amber Weber
Building Official

EXECUTIVE DOCUMENT SUMMARY

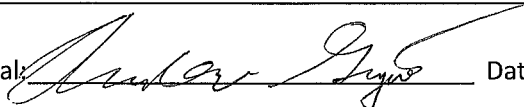
Department: Equalization Contact Person: <u>Andrew Giguere</u> Telephone No.: <u>231-256-9823</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board: <u>12/07/2021</u> <input checked="" type="checkbox"/> Regular Session: <u>12/14/2021</u>
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Source Selection Method <input type="checkbox"/> Bid <input checked="" type="checkbox"/> Other: <u>L-4402 Revision</u>	VENDOR: _____ Address: _____ Phone: _____
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Budgeted Amount: _____	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Other <u>L-4402</u>

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	The L-4402 (Apportionment Report) as approved in the October session has to be revised as a result of a data entry error.
Suggested Recommendation:	I recommend that the County Board of Commissioners approve the revised County Apportionment Report (L-4402), as presented.

Department Head Approval:  Date: 11/29/2021

(A) County Name	(B) Taxable Value	(C) County Allocated Rate / SET	(D) Est. County Allocated / SET Tax Dollars	(E) Total County Extra Voted Operating Rate	(F) Est. County EV Oper. Tax Dollars	(G) Total County Debt Rate	(H) Est. County Debt Tax Dollars	(I) Total Est. County Tax Dollars	(BB) Total RenZone Taxable Value
Leelanau	3,122,236,394.00	3.3986	10,611,232.62	1.0119	3,159,391.00	0.0000	0.00	13,770,623.62	0.00
STATE ED. TAX	3,119,525,294.00	6.0000	18,717,151.76	0.0000	0.00	0.0000	0.00	0.00	0.00

(J) Local Unit Name Townships Cities Villages Listed Alphabetically	(K) Taxable Value	(L) Total Allocated / Charter Rate	(M) Est. Local Allocated / Charter Tax Dollars	(N) Total Other Extra Voted / General Law Operating Rate	(O) Est. Local EV / GL Oper. Tax Dollars	(P) Total Debt Rate	(Q) Est. Local Debt Tax Dollars	(R) Total Est. Local Tax Dollars	(KK) Total RenZone Taxable Value
Bingham	246,144,001.00	0.2000	49,228.80	0.0000	0.00	0.0000	0.00	49,228.80	0.00
Centerville	119,707,689.00	0.5493	65,755.43	1.7207	205,981.02	0.0000	0.00	271,736.45	0.00
Cleveland	124,116,254.00	0.5594	69,430.63	1.9850	246,370.76	0.0000	0.00	315,801.39	0.00
Elmwood	364,561,325.00	0.6374	232,371.39	2.1963	800,686.04	0.0000	0.00	1,033,057.43	0.00
Empire	224,830,795.00	0.4356	97,936.29	5.4000	1,214,086.29	0.0000	0.00	1,312,022.58	0.00
Glen Arbor	496,015,597.00	0.4638	230,052.03	0.0000	0.00	0.4300	213,286.71	443,338.74	0.00
Kasson	116,932,318.00	0.6377	74,567.74	1.9606	229,257.50	0.0000	0.00	303,825.24	0.00
Leelanau	469,316,574.00	0.5092	238,976.00	4.5695	2,144,542.08	0.0000	0.00	2,383,518.08	0.00
Leland	522,840,695.00	0.4042	211,332.21	2.6574	1,389,396.86	0.3800	198,679.46	1,799,408.53	0.00
Solon	109,575,835.00	0.5731	62,797.91	2.4600	269,556.55	0.0000	0.00	332,354.46	0.00
Suttons Bay	283,273,126.00	0.5414	153,364.07	0.0000	0.00	0.0000	0.00	153,364.07	0.00
Traverse City	44,922,185.00	12.0954	543,351.80	2.3200	104,219.47	0.0000	0.00	647,571.27	0.00
EMPIRE	56,125,228.00	6.3063	353,942.53	0.0000	0.00	0.3600	20,205.08	374,147.61	0.00
NORTHPORT	56,530,433.00	8.5000	480,508.68	0.0000	0.00	0.0000	0.00	480,508.68	0.00
SUTTONS BAY	83,668,921.00	9.0574	757,822.89	0.0000	0.00	0.0000	0.00	757,822.89	0.00

(A) Authority (Dist. Libraries, DDAs, Transit, Metro, Fire, etc.)	(B) Taxable Value	(C) Total Operating Rate	(D) Est. Authority Oper. Tax Dollars	(E) Total Debt Rate	(F) Est. Authority Debt Tax Dollars	(G) Est. Total Authority Tax Dollars	(H) Total RenZone Taxable Value
FIRE - SB BINGHAM AUTH.	529,417,127.00	3.1569	1,671,316.93	0.0000	0.00	1,671,316.93	0.00
LIBRARY - GLEN LAKE	837,778,710.00	0.3000	251,333.61	0.0000	0.00	251,333.61	0.00
LIBRARY - SUTTONS BAY BINGHAM	529,417,127.00	0.4913	260,102.63	0.0000	0.00	260,102.63	0.00
LIBRARY - TRAVERSE AREA LEELANAU CO.	44,922,185.00	0.9202	41,337.39	0.0000	0.00	41,337.39	0.00
RECREATION - TC GARFIELD LEELANAU CO.	44,922,185.00	0.1500	6,738.33	0.3300	14,824.32	21,562.65	0.00
TRANSIT - BAY AREA (BATA) LEELANAU CO.	3,122,236,394.00	0.4863	1,518,343.56	0.0000	0.00	1,518,343.56	0.00

(A) Local K12 School District Name	(B)		(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(BB)	(N)
	Total Taxable Value	NonHomestead Taxable Value	Total	Total Commercial Personal Taxable Value	HH / Supplemental Rate	Est. HH / Supplemental Tax Dollars	Non Homestead Operating Rate	Est. NH Operating Tax Dollars	Total Debt / Sinking Fund / Bldg Site Rate	Est. Debt / Sinking Fund / Bldg Site Tax Dollars	Total Recreational Rate	Est. Recreational Tax Dollars	Total Est. Local K12 School Tax Dollars	Total RenZone Taxable Value	Homestead Comm.Pers. Operating Rate
GLEN LAKE COMMUNITY SCH DIST	987,265,157.00	601,445,453.00	5,187,300.00	0.0000	0.00	15.0896	9,079,485.34	0.3800	375,160.78	0.0000	0.00	9,454,628.10	0.00	3.0666	
LELAND PUBLIC SCHOOL DIST	677,530,147.00	406,420,300.00	1,622,520.00	0.0000	0.00	10.6013	4,430,559.62	2.8400	1,924,185.62	0.0000	0.00	6,354,665.24	0.00	0.0000	
NORTHPORT PUBLIC SCHOOL DIST	467,242,074.00	288,384,687.00	2,206,300.00	0.0000	0.00	13.3880	3,863,956.53	0.0000	0.00	0.0000	0.00	3,863,956.53	0.00	1.3880	
SUTTONS BAY PUBLIC SCH DIST	552,056,183.00	209,288,169.00	2,709,690.00	0.0000	0.00	17.9583	3,774,604.86	1.9213	1,060,665.54	0.0000	0.00	4,835,270.42	0.00	5.9583	
TRAVERSE CITY SCHOOL DIST	438,142,833.00	138,269,645.00	7,581,200.00	0.0000	0.00	18.0000	2,534,340.81	3.1000	1,358,242.78	0.0000	0.00	3,892,583.59	0.00	6.0000	

(A) Community College Name	(B) Taxable Value	(C) Total Operating Rate	(D) Est. Community College Oper. Tax Dollars	(E) Total Debt Rate	(F) Est. Community College Debt Tax Dollars	(G) Est. Total Community College Tax Dollars	(BB) Total RenZone Taxable Value	(H) Intermediate School District Name	(I) Taxable Value	(J) ISD Allocated Rate	(K) Est. ISD Allocated Tax Dollars	(L) ISD Total EV Operating Rate	(M) Est. ISD EV Operating (Spec Ed/Voc/Enh) Tax Dollars	(N) ISD Total Debt Rate	(O) Est. ISD Debt Tax Dollars	(P) Est. Total ISD Tax Dollars	(II) Total RenZone Taxable Value
								TRaverse BAY	3,122,236,394.00	0.1909	596,034.93	2.7094	8,459,387.29	0.0000	0.00	9,055,422.22	0.00

Township / City	Village	School Code	Local School District	Total Homestead	Total	Total Homestead	Total
				Property Tax Rate	NonHomestead	Property Tax Rate	NonHomestead
Bingham		45050	SUTTONS BAY PUBLIC SCH DIST	19.5666	37.5249	19.5666	37.5249
Centerville		45010	GLEN LAKE COMMUNITY SCH DIST	16.4471	31.5167	16.4471	31.5167
Centerville		45020	LELAND PUBLIC SCHOOL DIST	18.9071	29.8084	18.9071	29.8084
Cleveland		45010	GLEN LAKE COMMUNITY SCH DIST	16.7215	31.7911	16.7215	31.7911
Cleveland		45020	LELAND PUBLIC SCHOOL DIST	19.1815	30.0828	19.1815	30.0828
Elmwood		28010	TRAVERSE CITY SCHOOL DIST.	19.7308	37.7308	19.7308	37.7308
Elmwood		45050	SUTTONS BAY PUBLIC SCH DIST	18.5521	36.5104	18.5521	36.5104
Empire		45010	GLEN LAKE COMMUNITY SCH DIST	20.3127	35.3823	20.3127	35.3823
Empire	EMPIRE	45010	GLEN LAKE COMMUNITY SCH DIST	26.9790	42.0486	26.9790	42.0486
Glen Arbor		45010	GLEN LAKE COMMUNITY SCH DIST	15.3709	30.4405	17.9709	33.0405
Kasson		45010	GLEN LAKE COMMUNITY SCH DIST	17.0754	32.1450	17.0754	32.1450
Leelanau		45020	LELAND PUBLIC SCHOOL DIST	21.7158	32.6171	21.7158	32.6171
Leelanau		45040	NORTHPORT PUBLIC SCHOOL DIST	18.8758	32.2638	18.8758	32.2638
Leelanau	NORTHPORT	45040	NORTHPORT PUBLIC SCHOOL DIST	27.3758	40.7638	27.3758	40.7638
Leelanau		45050	SUTTONS BAY PUBLIC SCH DIST	20.7971	38.7554	20.7971	38.7554
Leland		45020	LELAND PUBLIC SCHOOL DIST	20.0787	30.9800	20.0787	30.9800
Leland		45050	SUTTONS BAY PUBLIC SCH DIST	19.1600	37.1183	19.1600	37.1183
Solon		28010	TRAVERSE CITY SCHOOL DIST.	19.9302	37.9302	19.9302	37.9302
Solon		45010	GLEN LAKE COMMUNITY SCH DIST	17.2102	32.2798	17.2102	32.2798
Suttons Bay		45020	LELAND PUBLIC SCHOOL DIST	20.8267	31.7280	20.8267	31.7280
Suttons Bay		45040	NORTHPORT PUBLIC SCHOOL DIST	17.9867	31.3747	17.9867	31.3747
Suttons Bay		45050	SUTTONS BAY PUBLIC SCH DIST	19.9080	37.8663	19.9080	37.8663
Suttons Bay	SUTTONS BAY	45050	SUTTONS BAY PUBLIC SCH DIST	28.9654	46.9237	28.9654	46.9237
Traverse City		28010	TRAVERSE CITY SCHOOL DIST.	32.7127	50.7127	32.7127	50.7127

Local Municipality (Twp/City/Vlg)	ALL Purpose(s) of Qualifying Special Assessment Millage Rates for the Local Municipality Listed	Total of All Special Assessment Rates Levied UNITWIDE
Glen Arbor	Fire – 119	2.6000

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Comm. Dev.</u> Contact Person: <u>Trudy Galla</u> Telephone No.: <u>231-256-9812</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 12/07/2021
Source Selection Method	
<input type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	VENDOR: _____ Address/ Phone: _____

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 0.00
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Fair Housing Coordinator</u>

Request to Waive Board Policy on Bid Requirements

Leelanau County has historically had the County Administrator appointed as the Fair Housing Coordinator for purposes of housing grants and loans. The County approved an arrangement with the Northwest MI Community Action Agency in 2021, for purposes of home rehabilitation to eligible homeowners. As part of this arrangement and for use of the funds, the county needs to maintain the Fair Housing Coordinator position.

Suggested Recommendation: Motion to recommend appointment of the County Administrator as the Fair Housing Coordinator for Leelanau County, through December 31, 2022.

Department Head Approval: Trudy J. Galla Date: 11/29/2021

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Information Technology</u> Contact Person: <u>Ron Plamondon</u> Telephone No.: <u>231-256-8105</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 12/07/2021
Source Selection Method	VENDOR: <u>DLT Solutions</u> Address/ Phone: _____
<input checked="" type="checkbox"/> Quotation <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>#636</u>	

Budgeted Amount: _____	\$ 4,000.00	Contracted Amount: _____	\$ 3,080.15
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Document Description	
<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

This is a request to renew the maintenance contract with DLT Solutions for our Backup and Recovery software.

Suggested Recommendation: I recommend that the County Board of Commissioners approve renewing the maintenance agreement with DLT Solutions for Rapid Recovery Backup software in the amount of \$2097.11, with funds to come from Data Processing Fund #636.

Department Head Approval:  Digitally signed by Ron Plamondon
 Date: 2021.11.29 09:49:51 -05'00' Date: _____



Price Quotation

Quote: 5015471
 Reference: 1654220
 Date: 11/01/2021
 Expires: 11/29/2021

To: Ron Plamondon
 Leelanau County Rd Commission (MI)
 8527 E Government Center Dr Suite 101
 SUTTONS BAY, MI 49682

From: Stephen Tully
 DLT Solutions, LLC
 2411 Dulles Corner Park
 Suite 800
 Herndon, VA 20171

Phone: (866) 256-9711
 Fax:
 Email: rplamondon@leelanau.gov

Phone: (703) 773-9294
 Fax: (703) 773-9294
 Email: stephen.tully@dlt.com

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
1	1020-8864	AAG-APP-PS-R-247	OM	2	\$291.83	\$583.66
RAPID RECOVERY FOR VMWARE PER VMWARE HOST SOCKET 24X7 MAINTENANCE RENEWAL						
PoP: 2/1/2022 through 2/1/2023						
2	1020-9162	AAC-APP-PS-R-247	OM	1	\$212.03	\$212.03
RAPID RECOVERY FOR WINDOWS DESKTOPS (100PK) PER DESKTOP 24X7 MAINTENANCE RENEWAL						
PoP: 2/1/2022 through 2/1/2023						
3	1020-5798	AAA-APP-PS-R-247	OM	2	\$540.62	\$1,081.24
RAPID RECOVERY FOR SQL SERVER PER PHYSICAL SERVER 24X7 MAINTENANCE RENEWAL						
PoP: 2/1/2022 through 2/1/2023						
4	1020-5799	AAD-APP-PS-R-247	OM	1	\$283.08	\$283.08
RAPID RECOVERY FOR WINDOWS SERVER PER PHYSICAL SERVER 24X7 MAINTENANCE RENEWAL						
QQ Q-1275401, Inv , PO 4883718						
PoP: 2/1/2022 through 2/1/2023						
5	1020-5952	ABG-APP-PS-247	OM	2	\$460.07	\$920.14
RAPID RECOVERY FOR VMWARE PER PROTECTED VMWARE SOCKET 24X7 MAINTENANCE RENEWAL						

Total **\$3,080.15**

DID YOU KNOW QUEST OFFERS BETTER PRICING WHEN BUYING MULTIPLE YEARS OF MAINTENANCE?
 Ask your DLT Renewal Rep for more details today.

Additional information regarding support can be found at
<https://support.quest.com/essentials/benefits-of-renewing-support>

Maintenance renewal fees are non-refundable.



Price Quotation

Quote: 5015471
Reference: 1854220
Date: 11/01/2021
Expires: 11/29/2021

Contract Number: OPEN MARKET
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0SDH9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX

UNLESS CONTROLLED BY AN EXISTING RESELLER PARTNER AGREEMENT OR OTHER WRITTEN CONTRACTUAL AGREEMENT BETWEEN YOU AND DLT, THIS QUOTE AND ANY RESULTING AWARD OR ORDER IS SUBJECT TO THE TERMS AND CONDITIONS POSTED AT [HTTPS://WWW.DLT.COM/PRODUCTS/CLIENT-COMMERCIAL-LICENSES](https://www.dlt.com/products/client-commercial-licenses). THESE TERMS CONTROL THE TERMS OF SALES AS WELL AS THE END USER'S USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. BUYER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING AWARD OR ORDER. THE TERMS AND CONDITIONS AT THE ABOVE LINK ARE THE ONLY CONTROLLING TERMS THAT WILL APPLY TO A RESULTING ORDER AND THE USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. ANY ADDITIONAL OR INCONSISTENT TERMS ON BUYER'S ORDER THAT IN ANY WAY, MODIFY, ALTER OR NEGATE THE TERMS OF SALE OR THE MANUFACTURER'S END USER LICENSE AGREEMENT WILL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT AND THE MANUFACTURER. NO RETURNS ARE AUTHORIZED OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE ARE NONRECOURSE, NONCANCELLABLE, AND NON-RETURNABLE UNLESS EXPLICITLY AGREED TO IN WRITING BY DLT.

PLEASE REMIT PAYMENT TO:	W3H: DLT Solutions, LLC	-OR-	Mail: DLT Solutions, LLC
	Bank of America ABA # 111000012 Acct # 4451063799		P.O. Box 743359 Atlanta, GA 30374-3359

Customer orders subject to applicable sales tax.

Documentation to be submitted to validate invoice for payment:

- a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

Application for Additional Service Credit Purchase

Section 1: Service Credit Purchase Cost Estimate

With the approval of the employer and the local governing body, participants can purchase additional service credit to help meet an early retirement eligibility provision or to increase their pension benefit. Unlike MERS-to-MERS or Act 88 time, purchased service credit generally cannot be used to reach vesting.

This estimate is only valid for two months after December 1, 2021, the effective date of this calculation.

The cost to purchase service credit for each individual is based on many factors. Below is the information that MERS used to prepare this estimate. Please review the following information for accuracy. If any is incorrect, this estimate may not be correct.

Participant Information

Brian M. Dion

Date of Birth: XX/XX/XXXX
 Age: 45 years, 11 months
 Spouse's Date of Birth: XX/XX/XXXX
 FAC as of calculation date: \$64,255.36

Employer Information

Leelanau Co

4501 / 02

Benefit Program

Benefit B-4/Base B-3 (80% max)
 Benefit F50 (With 25 Years of Service)
 Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years
 Benefit FAC-5 (5 Year Final Average Compensation)
 10 Year Vesting
 Defined Benefit Normal Retirement Age - 60

Service Credit

Earned service credit as of calculation date: 17 years, 2 months
 Vesting Only Service:
 Other Governmental Service used for Eligibility (MERS or Act 88):
 Type of Credited Service to be Purchased: Generic
 Amount of additional service requested: 2 years, 0 months

Benefit Impact

	Earliest Eligibility Retirement Date	Retirement Age	Projected FAC	Service Credit	Retirement Before Age 67	Retirement After Age 67
Before Proposed Purchase	10/1/2029	53 years 9 months	\$80,996.76	25 years 0 months	\$50,622.96	\$45,560.64
After Proposed Purchase	10/1/2027	51 years 9 months	\$76,347.21	25 years 0 months	\$47,717.04	\$42,945.36

*See "Special Conditions Applicable to this Calculation" for details about your annual benefit calculation

Estimated Cost of This Service Credit Purchase: \$39,560.00

The total cost is due in full at the time of purchase and may be paid by either the participant or employer. You may be eligible to transfer assets from other accounts to make a payment for the purchase, such as: 457 Deferred Compensation Plans; 401 plans; 403(b) plans; and some IRAs (traditional and SIMPLE). To initiate this transfer complete the form *Certification of Qualified Fund Rollover to MERS* (form number F-38). Send signed, approved Application for Additional Service Credit to MERS prior to sending any payment.

NOTE: Special Conditions Applicable to this Calculation can be found at the end of this application

Section 2: Calculation Assumptions

1. Projected Earliest Eligible Retirement Date

This date is calculated using the participant's date of birth, the amount of service credit reported by the employer, and other service credit that we have on record (such as MERS-to-MERS or Act 88 time). If any of this data is incomplete or inaccurate this can affect the cost estimate. If the participant chooses to retire on a different date, it may increase/decrease the actual cost.

2. Projected Final Average Compensation (FAC)

Future increases in the FAC are assumed to be a 3.00% annual increase. This calculation is dependent on the wages reported by the employer to MERS. If the actual increases end up being different than the assumption, it may increase/decrease the actual cost.

3. Projected Service Credit

It is assumed the participant will continue to work until the earliest date for unreduced retirement benefits unless a specific termination date is shown. Any deviation from the earliest eligibility date may increase/decrease the actual cost.

4. Benefit Program

The current benefit plan provisions are used to calculate the cost of purchasing service credit. If the participant transfers into a different division and is eligible for a benefit plan with different provisions, then the cost may differ from the initial calculation. Likewise costs may differ if the municipality adopts different benefits in the future for any participant that has purchased service credit. These changes will be reflected in the actuarial valuation required to adopt any benefit increase.

5. Investment Assumption

The current investment return assumption for service credit purchase is 6.35%.

6. Mortality Rate

Assumptions are made on the life expectancies of the participant and their surviving spouse, using tables generated by actuarial professionals.

Section 3: Certification and Authorization

PARTICIPANT CERTIFICATION

I certify the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify the service has not and will not be recognized for the purposes of obtaining or increasing a pension under another defined benefit retirement plan.

Participant Signature

Date

GOVERNING BODY RESOLUTION

By Resolution of its Governing Body, at its meeting on _____, as provided by the MERS Plan Document, and in accordance with the employer's policy, the employer hereby authorizes the participant named above to make a service credit purchase from MERS as described above. The employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actuarial experience will affect the true cost of the additional service to the employer. The calculation assumptions are outlined above and the employer understands and agrees it is accountable for any difference between estimated and actual costs.

Signature of Authorized Official

Date

Title

MERS Use Only

Payment Received:	Participant Payment:
Service Credit:	ER Payment:
Signed:	

Special Conditions Applicable to this Calculation

Straight Life Formula Before Purchase:

Before 67 years (SSRA) - $\$80,996.76 \times 25 \times 2.5\% = \$50,622.98 \div 12 = \$4,218.58$

After 67 years (SSRA) - $\$80,996.76 \times 25 \times 2.25\% = \$45,560.68 \div 12 = \$3,796.72$

Straight Life Formula After Purchase:

Before 67 years (SSRA) - $\$76,347.21 \times 25 \times 2.5\% = \$47,717.01 \div 12 = \$3,976.42$

After 67 years (SSRA) - $\$76,347.21 \times 25 \times 2.25\% = \$42,945.31 \div 12 = \$3,578.78$

Cost calculation is based on the assumption that participant is eligible to continue employment until earliest unreduced retirement date without the service credit purchase. If participant is not eligible to continue employment, contact MERS as the service credit purchase could incur significant additional employer liability.

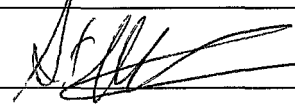
EXECUTIVE DOCUMENT SUMMARY

Department: <u>Drain Commissioner</u> Contact Person: <u>Steve Christensen</u> Telephone No.: <u>231-256-8263</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; background-color: #e0e0e0;">Submittal Dates</th> </tr> <tr> <td> <input checked="" type="checkbox"/> Executive Board: <u>12/07/2021</u> <input type="checkbox"/> Regular Session: _____ </td> </tr> </table>	Submittal Dates	<input checked="" type="checkbox"/> Executive Board: <u>12/07/2021</u> <input type="checkbox"/> Regular Session: _____
Submittal Dates			
<input checked="" type="checkbox"/> Executive Board: <u>12/07/2021</u> <input type="checkbox"/> Regular Session: _____			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; background-color: #e0e0e0;">Source Selection Method</th> </tr> <tr> <td> <input checked="" type="checkbox"/> Bid <u>Negotiated</u> <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>#690.725.801.000</u> </td> </tr> </table>	Source Selection Method	<input checked="" type="checkbox"/> Bid <u>Negotiated</u> <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>#690.725.801.000</u>	VENDOR: <u>GEI Consultants of MI, Inc.</u> Address/ Phone: <u>230 N. Washington Square, Suite 201 Lansing, MI 48933</u>
Source Selection Method			
<input checked="" type="checkbox"/> Bid <u>Negotiated</u> <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>#690.725.801.000</u>			

Budgeted Amount: <u>\$ 7,500.00</u>	Contracted Amount: <u>\$10,000.00</u>
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Document Description
<input checked="" type="checkbox"/> Professional Service <input type="checkbox"/> Other _____

<p><input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements</p> <p>The Drain Commissioner has been working with counsel and GEI to draft a revised agreement for as-needed consulting and engineering services for general drain consulting between the County, the Drain Commissioner, and GEI Consultants of Michigan, P.C. A compare document is attached.</p> <p>An increase to \$10,000.00 is justified, as the time involved in the process of setting up each district is time-consuming (see following correspondence from GEI).</p> <p>Due to the continued adverse effects of historic high water levels and larger than expected rainfall events within Leelanau County, coupled with an unprecedented amount of potential drainage districts being requested, it is critical a contract with GEI be renewed.</p> <p>The current approved budget for the Drain Commission is also attached.</p> <p style="margin-top: 20px;">Suggested Recommendation: Motion to recommend that the Board of Commissioners waive its policy on bid requirements and approve the as-needed consulting and engineering services agreement for general drain consulting between the County of Leelanau for the Leelanau County Drain Commissioner and GEI Consultants of Michigan, P.C., as presented; funds to come from #690.725.801.000.</p>
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Department Head Approval:  Date: 12/07/2021

2022 ADOPTED BUDGET

Fund 101 General Fund

County of Leelanau

Department 690275 Drain Commissioner

Period Ending Date: September 30, 2021

Account Number	2019 Audited	2020 Audited	2021 Year-to-date	2021 Adopted Budget	2021 Amended Budget	2022 Proposed Budget	BOC Changes & Dept. Requests	Adopted Budget
Account Name								
Department 690275 Drain Commissioner								
Expenses								
690275-703.000								
Salaries	14,270.46	14,627.22	11,533.00	14,993.00	14,993.00	14,993.00	14,993.00	14,993.00
690275-703.020								
Hazard Pay	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00
690275-717.000								
Social Security	1,091.69	1,103.68	824.90	1,147.00	1,147.00	1,147.00	1,147.00	1,147.00
690275-718.000								
Hospitalization	18,230.00	14,260.00	10,695.00	14,260.00	14,260.00	14,260.00	14,260.00	14,260.00
690275-719.000								
Retirement	1,771.55	1,916.67	2,152.90	3,050.00	3,050.00	3,050.00	3,237.00	3,237.00
690275-720.000								
Life Insurance/Disability	185.90	137.90	101.54	137.00	137.00	137.00	139.00	139.00
690275-727.000								
Office/Operating Supplies	0.00	37.50	0.00	0.00	0.00	0.00	0.00	0.00
690275-728.000								
Postage	104.23	698.50	189.59	0.00	0.00	0.00	0.00	0.00
690275-743.000								
Gas/Oil	224.64	278.68	280.45	850.00	850.00	850.00	850.00	850.00
690275-775.000								
Repair and Maintenance	370.49	477.52	48.66	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00
690275-800.000								
Attorney Fees	0.00	0.00	0.00	580.00	580.00	580.00	580.00	580.00
690275-801.000								
Contractual Services	5,000.00	7,462.11	5,198.65	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00
690275-807.000								
Membership Dues and Fees	250.00	250.00	250.00	285.00	285.00	285.00	285.00	285.00
690275-850.000								
Telephone	78.00	78.00	58.50	78.00	78.00	78.00	78.00	78.00
690275-860.000								
Travel	0.00	0.00	0.00	400.00	400.00	400.00	400.00	400.00
690275-900.000								
Printing and Publishing	0.00	0.00	0.00	250.00	250.00	250.00	250.00	250.00
690275-940.000								
Rental	0.00	460.35	162.80	500.00	500.00	500.00	500.00	500.00
690275-941.000								
Computer Charges (Rental)	1,728.00	1,888.00	1,397.25	1,863.00	1,863.00	1,863.00	2,334.00	2,334.00
690275-943.000								
Buildings & Grounds Charges	10,680.00	10,680.00	8,010.00	10,680.00	10,680.00	10,680.00	10,680.00	10,680.00
690275-960.000								
Education	0.00	0.00	0.00	200.00	200.00	200.00	200.00	200.00
690275-967.000								
Special Proj-Schomberg Drain	10,279.61	21,035.16	1,369.25	0.00	21,500.00	21,500.00	0.00	0.00

From: [Cenci, Brian](#)
To: [Laurel Evans](#); [Steve Christensen](#)
Subject: RE: GEI Consultants contract renewal
Date: Thursday, November 18, 2021 4:48:29 PM
Attachments: [2022 General Services Contract - Leelanau County Drain Commissioner \(unsigned, 11-19-21\).docx](#)
Importance: High

Laurel,

Here you go. I had actually worked on getting this ready earlier this week and had modified our 2021 contract for 2022 work. I also modified the total maximum fee to be \$10,000 instead of the prior year \$7,500 amount. Steve and I had wanted to modify last year to be for \$10,000 but it got into the County for review as \$7,500 and so we just let it be. The reason for the increase is because we'll for sure have at least 1 or 2 projects go to bid in 2022 and there's going to be a learning curve once we get into the assessing and financing part of the projects with the County Board and with the County Treasurer and the local Twp's Treasurers for working through getting the special assessments onto the individual Twp's tax rolls in the Fall. I'd rather defer some of these costs for overcoming the initial learning curve to this general services contract rather than putting those costs directly on the project. Because I don't think it's fair for like the Lake Bluffs Drain District to have higher admin. costs or expenses on my part associated with assessing, financing, etc. just because it's the first project to work through the County.

One item that isn't attached is the Exhibit A, which is our 2022 Michigan Fee Schedule. We just ok'd that through our corporate so I'm waiting for them to send back to me what they've approved.

Brian J. Cenci, P.E.
Senior Project Manager - Drain & Water Resources
GEI Consultants - Lansing
(517) 449-3478
bcenci@geiconsultants.com

From: Laurel Evans <levans@leelanau.gov>
Sent: Thursday, November 18, 2021 4:23 PM
To: Steve Christensen <schristensen@leelanau.gov>
Cc: Cenci, Brian <bcenci@geiconsultants.com>
Subject: [EXT] GEI Consultants contract renewal
Importance: High

EXTERNAL EMAIL

Hi Steve,

We had discussed this a few times lately – I need to contact counsel to draft a renewal agreement with GEI Consultants. Please have Brian review the current agreement, and make any suggested revisions, and forward a sample revised agreement back to me, so I can forward it on to counsel. Thanks!

Laurel S. Evans

Executive Assistant

Leelanau County Administration

8527 E. Government Center Dr., Suite #101

Suttons Bay, MI 49682

231-256-9711 *main*

231-256-8101 *direct*

231-256-0120 *fax*

Please note new email: levans@leelanau.gov

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**AS-NEEDED CONSULTING AND
ENGINEERING SERVICES AGREEMENT**

FOR

GENERAL DRAIN CONSULTING

BETWEEN

COUNTY OF LEELANAU

FOR

LEELANAU COUNTY DRAIN

COMMISSIONER

AND

GEI CONSULTANTS OF MICHIGAN, P.C.

FOR PERIOD OF

**JANUARY 1, ~~2021~~2022 TO DECEMBER 31,
~~2021~~2022**

TABLE OF CONTENTS

1. Time Period for Performance of Required Services and Termination of Agreement 1

2. Scope of Services and Right to Entry 2

3. Title to Records and Documents 2

4. ENGINEER's Contact Person 2

5. Opinions of Cost..... 2

6. Compensation 2

7. Accounting Procedures, Access to and Retention of Records and Audits 3

8. Standard of Care 3

9. Nondiscrimination 3

10. Compliance with the Law..... 4

11. Applicable Law and Venue 4

12. Independent Contractor 4

13. Indemnification and Hold Harmless 5

14. Liability Insurance..... 5

15. Government Function 5

~~16. Non-Beneficiary Contract..... 5~~

16. Third Parties 5

17. Assignment or Subcontracting 5

18. Modification of Agreement. 5

19. Waivers..... 6

20. Purpose of Section Titles 6

21. Complete Agreement..... 6

22. Binding Effect of the Agreement6

23. Invalid/Unenforceable Provisions 6

24. Surviving Provisions 6

25. Certification of Authority to Sign Agreement..... 6

EXHIBIT A - Engineer's Fee's Schedule

EXHIBIT B - Leelanau County Board of Commissioners' Policy on Insurance Requirements

**AS-NEEDED CONSULTING AND
ENGINEERING SERVICES AGREEMENT**

THIS AGREEMENT, effective January 1, ~~2024~~2022, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "COUNTY") acting on behalf of the **LEELANAU COUNTY DRAIN COMMISSIONER**, whose office is located at 8527 E. Government Center Drive, Suite 205, Suttons Bay, Michigan 49682 (hereinafter referred to as the "DRAIN COMMISSIONER"), and **GEI CONSULTANTS OF MICHIGAN, P.C.**, with offices at 230 N. Washington Square, Suite 201, Lansing, Michigan 48933 and 1755 Barlow St., Lansing, Michigan 49686 (hereinafter referred to as the "ENGINEER").

RECITALS:

WHEREAS, the DRAIN COMMISSIONER requires from time to time general consulting and engineering services to investigate, review, and discuss drainage issues as situations arise prior to a County Drain being petitioned or established; and

WHEREAS, the ENGINEER has provided the DRAIN COMMISSIONER such services in the past and has ~~submitted a proposal to the COUNTY~~offered to continue to provide the professional as-needed consulting and engineering services which the DRAIN COMMISSIONER requires; and

WHEREAS, the COUNTY accepts the ENGINEER'S ~~proposal~~offer subject to the terms and conditions of this Agreement.

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

1. Time Period for Performance of Required Services and Termination of Agreement. This Agreement shall become effective on January 1, ~~2024~~2022 (hereinafter referred to as the "Effective Date"), and unless prematurely terminated as authorized in this Agreement, shall remain in effect until December 31, ~~2024~~2022.

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

This Agreement may be terminated at any time, with or without cause, by either the COUNTY or the ENGINEER upon seven (7) calendar days prior written notice to the other party.

The DRAIN COMMISSIONER, at his option may obtain and/or retain the work product produced by the ENGINEER under this Agreement up to the time of termination provided the

COUNTY reimburses the ENGINEER the cost for said work product as set forth in Section 6 and Exhibit A of this Agreement. In no case shall the compensation to be paid the ENGINEER for services, or any portion thereof, exceed the sum stated in Section 6.

2. Scope of Services and Right to Entry. The ENGINEER shall provide the COUNTY with the as-needed consulting and engineering services to investigate, review, and discuss drainage issues with the DRAIN COMMISSIONER as situations arise prior to a County Drain being petitioned or established.

The DRAIN COMMISSIONER shall provide for ENGINEER's personnel the right to enter from time to time property owned by others so that ENGINEER may perform the services required by this Agreement on the DRAIN COMMISSIONER's behalf.

3. Title to Records and Documents. The DRAIN COMMISSIONER shall have the sole and exclusive right, title and ownership to any and all reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, specifications, drawings and instruments of service and electronic data prepared for or pertaining to the services to be performed and products to be produced by the ENGINEER under this Agreement. The ENGINEER may retain reproducible copies of all such materials.

4. ENGINEER's Contact Person. The ENGINEER shall assign a main point of contact who is approved by the DRAIN COMMISSIONER. For the purposes of this Agreement, Brian J. Cenci, PE ~~shall~~ has been approved by the DRAIN COMMISSIONER ~~'s~~ COMMISSIONER to serve as his main point of contact with the ENGINEER.

5. Opinions of Cost. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, ENGINEER's opinions of probable Total Project Costs or Construction Costs shall represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry, but ENGINEER shall not be construed as having given any guarantees that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by the ENGINEER to the DRAIN COMMISSIONER.

6. Compensation. The fees and costs that the ENGINEER may bill to the DRAIN COMMISSIONER for the services and deliverables provided under this Agreement shall not exceed those set forth in the attached 2022 MICHIGAN FEE SCHEDULE labeled Exhibit A. The attached Exhibit A- - 2022 MICHIGAN FEE SCHEDULE is incorporated by reference into this Agreement and is made a part thereof. It is expressly understood and agreed that the total sum to be paid the ENGINEER under this Agreement shall not exceed the sum of ~~SEVENTEN~~ TEN THOUSAND ~~FIVE HUNDRED~~ AND NO/100 DOLLARS (~~\$7,500~~ 10,000.00).

The COUNTY shall pay the ENGINEER for services performed in accordance with the rates and charges listed in the attached Exhibit A- - 2022 MICHIGAN FEE SCHEDULE. Invoices shall be submitted by the ENGINEER to the DRAIN COMMISSIONER from time to

time, but no more frequently than once a month. The ENGINEER shall be paid the sum invoiced within thirty (30) days of the date the DRAIN COMMISSIONER received ENGINEER'S invoice. If the COUNTY and/or DRAIN COMMISSIONER objects to all or any part of an invoice, the DRAIN COMMISSIONER shall notify the ENGINEER within fourteen (14) calendar days of its receipt of the invoice, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. It is expressly understood and agreed that the total sum to be paid the ENGINEER under this Agreement shall not exceed the sum stated in the first paragraph of this Section 6.

7. Accounting Procedures, Access to and Retention of Records and Audits.

The ENGINEER's accounting procedures and internal financial controls shall conform to generally accepted accounting practices (GAAP) in order that the costs billed to COUNTY under this Agreement can be readily ascertained and expenditures verified therefrom.

All financial books, documents, papers and records, including, but not limited to, cancelled checks, personnel time slips or time sheets, of the ENGINEER relating to the services provided under this Agreement shall be open to inspection and/or audit during regular working hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, by the COUNTY through designated representatives of the COUNTY, including, but not limited to, parties under contract with the COUNTY for auditing purposes. Refusal to allow the COUNTY'S representatives access to said records shall constitute a material breach of this Agreement. In addition the COUNTY shall be entitled to have an audit conducted of all financial books and records pertaining to the services provided under this Agreement.

The ENGINEER shall keep and maintain records covering the services rendered under this Agreement and expenditures made pursuant to this Agreement which are billed to the COUNTY for no less than three (3) years after termination of this Agreement. In the event an audit or litigation regarding this Agreement is commenced prior to the end of the record retention period, but has not been completed before the end of the retention period, the ENGINEER shall continue to retain the records until the audit and/or litigation has been completed ~~-,~~ [including the exhaustion of all appeals.](#)

8. Standard of Care. In providing services under this Agreement, the ENGINEER shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Failure to meet such standards shall be a material breach of this Agreement.

9. Nondiscrimination. The ENGINEER, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, 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 ENGINEER shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations 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, as amended, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 227 (42 USC§ 12101 et seq) as amended, and regulations promulgated thereunder.

The ENGINEER further agrees that it will require all subcontractors ~~for this Project~~ [it may have perform services required by this Agreement](#) to comply with the provisions of this Section 9.

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

10. Compliance with the Law. The ENGINEER and all its personnel and subcontractors shall render the services to be provided pursuant to this Agreement in compliance with all applicable Federal, State and local laws, ordinances, rules, regulations and codes, including but not limited to, the State of Michigan's Drain Code of 1956, as amended.

11. Applicable Law and Venue. This Agreement shall be governed by and construed according to the laws of the 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.

The DRAIN COMMISSIONER, COUNTY and ENGINEER agree that any legal or equitable action arising out of or relating to this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

12. Independent Contractor. It is expressly understood and agreed that the ENGINEER is an independent contractor. The ENGINEER'S officers, employees, agents, and subcontractors shall in no way be deemed to be and shall not hold themselves out as employees or agents of the DRAIN COMMISSIONER or COUNTY. The ENGINEER'S officers, employees, agents, and subcontractors shall not be entitled to any fringe benefits of the COUNTY such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity.

The ENGINEER shall be responsible for paying all salaries, wages and other compensation which may be due its officers, employees, agents, or subcontractors and for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State and local governments. The ENGINEER shall

maintain workers' compensation insurance and unemployment compensation coverage for its employees, as required by law.

13. Indemnification and Hold Harmless. The ENGINEER shall indemnify and hold harmless the DRAIN COMMISSIONER, the COUNTY, and the COUNTY's elected and appointed officers, employees, servants, and agents, from all claims, damages, lawsuits, costs and expenses that arises out of this Agreement, including but not limited to, all costs from administrative proceedings, court costs and attorney fees to the extent they are resulting from the willful misconduct, violations of Federal or State laws, rules or regulations or negligent acts or omissions or improper performance or non-performance of the Work required by this Agreement by the ENGINEER or its officers, employees, agents, or subcontractors.

Pursuant to Act No. 165 of the Michigan Public Acts of 1966 (MCL 691.991), as amended, the responsibility for indemnification set forth in this Section 13 shall be limited to the degree of fault of ENGINEER or its officers, employees, agents, or subcontractors.

The ENGINEER'S responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the DRAIN COMMISSIONER, the COUNTY and/or COUNTY's officers, employees, servants and agents, by the insurance coverage obtained and/or maintained by the ENGINEER.

14. Liability Insurance. The ENGINEER at all times during the term of this Agreement shall maintain insurances that meet the requirements of the Leelanau County Board of Commissioners' Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Exhibit B, which is incorporated by reference into this Agreement and is made a part thereof. It is understood and agreed that the ENGINEER shall have the DRAIN COMMISSIONER added to the list of parties to be made Additional Insured pursuant to Item #7 Additional Insured of the insurance requirements set forth in the attached Exhibit B.

15. Government Function. The work to be performed under this Agreement is a governmental function. It is the intention of the parties hereto that this Agreement shall not in any way be construed to waive the defense of governmental immunity held by the DRAIN COMMISSIONER or the COUNTY.

16. Non-Beneficiary Contract-Third Parties. This Agreement is not ~~intended to be afor the benefit of any~~ third party-beneficiary contract and confers no rights on anyone other than the parties hereto.

17. Assignment or Subcontracting. Neither party to this Agreement shall assign its duties and obligations under this Agreement without the prior written consent of the other party. It is, however, expressly understood and agreed by the COUNTY, the DRAIN COMMISSIONER and the ENGINEER that any approved assignment or subcontract by the ENGINEER does not affect the ENGINEER'S responsibility and accountability to the COUNTY and the DRAIN COMMISSIONER for the assigned or subcontracted activity.

18. **Modification of Agreement.** Modifications, amendments or waivers of any provision of this Agreement ~~shall~~may be made only by a written amendment to this Agreement that is mutually agreed upon and signed by the authorized representatives of the parties.

19. **Waivers.** No failure or delay on the part of either of the parties to this Agreement 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.

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

20. **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.

21. **Complete Agreement.** This Agreement, the Exhibits A and B, the Drain Code of 1956, 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.

22. **Binding Effect of the Agreement.** The covenants and conditions of this Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.

23. **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.

24. **Surviving Provisions.** All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including but not limited to those set forth in Sections 1 (fourth paragraph), 3, 7, 11, 12, 13, 19, and 22 shall survive and remain in effect after termination or expiration of this Agreement.

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

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT TO PROVIDE AS-NEEDED CONSULTING AND ENGINEERING SERVICES FOR LEELANAU COUNTY DRAIN COMMISSIONER IN THE SPACES AND ON THE DATES SET FORTH BELOW.

**COUNTY OF LEELANAU ON BEHALF OF
LEELANAU COUNTY DRAIN COMMISSIONER**

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

Date: _____

GEI CONSULTANTS OF MICHIGAN, P.C.

By: _____
~~_____ (Signature)~~

Date: _____

Name: _____
~~_____ (Print or Type)~~

Title: _____
~~_____ (Print or Type)~~

Brian J. Cenci, P.E.
Sr. Project Manager, Level 6

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

By: _____
Robert D. Townsend 12/1/2021

N:\Client\Leelanau\Agreements\GEI Consultants of Mich\2020\2022 General\2022 General Services Contract - Leelanau County Drain Commissioner.docx
_Leelanau Co. #20-003

FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate</u> <u>\$ per hour</u>
Staff Professional – Grade 1	\$ 95
Staff Professional – Grade 2	\$ 105
Project Professional – Grade 3	\$ 112
Project Professional – Grade 4	\$ 120
Senior Professional – Grade 5	\$ 135
Senior Professional – Grade 6	\$ 175
Senior Professional – Grade 7	\$ 190 --> Brian Cenci, P.E.
Senior Consultant – Grade 8	\$ 256 --> \$230 Stu Kogge, PWS
Senior Consultant – Grade 9	\$ 287
Senior Principal – Grade 10	\$ 287

Senior Drafter and Designer / GIS	\$ 108
Drafter and Designer / GIS	\$ 88
*Senior Field Professional	\$ 110
*Field Professional / Engineer	\$ 95
*Senior Technician	\$ 82
*Technician II	\$ 78
*Technician I	\$ 68
Word Processor, Administrative Staff	\$ 75
<u>Office Aide</u>	<u>\$ 75</u>

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges, or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Parks & Recreation</u> Contact Person: <u>Melinda Lautner</u> Telephone No.: <u>231-256-9711</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 12/07/2021
Source Selection Method	VENDOR: <u>Playground Boss</u> Address/ Phone: <u>5900 S Lake Forest Dr., Suite 375</u> <u>McKinney, TX 75070</u> <u>800-878-0320</u>
<input checked="" type="checkbox"/> Quotation <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>542</u>	

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 13,610.00
------------------------	---------	--------------------------	--------------

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

Request to Waive Board Policy on Bid Requirements

The Parks and Recreation Commission met in Special Session on November 17, 2021, in order to review quotes obtained from companies that manufacture playground equipment, with the intent of making a recommendation to the County Board.

The Old Settlers Park playground equipment is in fair to poor shape, and it was the consensus of the Parks Commission to prioritize and replace the equipment this year, if funds were available.

After review of quotes, the Playground Boss company of McKinney, Texas, provided the best overall design, and was cost-effective (see attached).

Suggested Recommendation: I move to recommend that the Board of Commissioners approve the purchase of a Monkey Business playground set from Playground Boss of McKinney, Texas, in an amount not to exceed \$13,610.00, as outlined in the attached quote; funds to come from Parks and Recreation, Fund #101.850.756.

Department Head Approval: _____ Date: 12/02/2021

From: [Madeline Foor](#)
To: [Laurel Evans](#)
Cc: [Melinda Lautner](#)
Subject: Playground Boss Proposal
Date: Tuesday, November 16, 2021 4:20:39 PM
Attachments: [PGB-20234N.pdf](#)
[Old Settlers Park - QUOTE.pdf](#)
[MonkeyBusiness_compressed.pdf](#)
[WARRANTYSheet \(3\).pdf](#)
[Playground Boss Intro Letter.pdf](#)

Thank you for your interest in Playground Boss!

Please find the quote you requested attached below along with installation instructions, a cut sheet, and our warranty!

Let me know if you have questions or would like me to make revisions.

We do have a 10% price increase that will be put into effect coming December 1. However, this proposal is valid for 30 days.

To move forward simply sign and return the proposal.

This structure is in stock ready for immediate delivery which can be shipped out and delivered in 4-5 business days. We can also hold on to the structure until you are ready for it with no additional charge!

All of the playgrounds shown on our SALE page are discounted 50%, include FREE shipping and most are in stock in both primary and natural colors and available for immediate delivery. <https://www.playgroundboss.com/sale/>

Looking forward to working with you!



Madeline Foor
Playground Boss
1-800-878-0320 Ext. 104
www.PlaygroundBoss.com

Since 2004, the team at Playground Boss has been a leader in providing safe, affordable, and fun playground equipment for children of all ages. We began with a dream of becoming the leader in providing premium playground equipment and support services. Today, we are the top industry source for your complete playground.

With over 25 years in the park and playground equipment industry, I have had the opportunity to build several companies from the ground up. Prior to starting Playground Boss I was the President and CEO for the largest online distributor of commercial park and playground equipment. That company was acquired by the largest commercial playground equipment manufacturer in 2018. Playground Boss follows a similar business model as my previous companies while having a competitive advantage in several areas. Offering the best price and warranty in the industry we also pride ourselves in having the best customer service during and after the sale.

When it comes to experience we've been there and done that several times over. Our traditional customers include; municipalities, school districts, daycare facilities, home owners associations, multifamily and many others. From smaller single unit playground projects to multimillion dollar projects we have done them all. Quality, variety, and cost are key components in planning any playground space, and we deliver on every score.

Our partnerships with top playground equipment manufacturers allow us to offer a wide variety of products to suit every need, budget, and even theme. With a focus on fun and safety, convenient ordering and customization options, and nationwide sales and installation services from certified professionals, you'll always find the premium equipment, features, and services you expect. Choose from a wide range of play items, educational components, fitness equipment, and more. With exceptional quality at affordable pricing, Playground Boss has it all.

Buy from a name you trust with the certified expertise you need for a quality installation. Our professionals meet the requirements and standards set by the National Certification Board and National Playground Safety Institute Executive Committee, and our playground installation technicians are Certified National Playground Safety Inspectors (CPSI). Playground Boss also employs Certified Playground Safety Inspectors on our sales and customer support staff, to ensure that every playground meets required state and federal standards for safety and durability. The commercial playground equipment we distribute meets the rigorous safety standards of the American Society of Testing Materials (ASTM) and the Consumer Product Safety Commission (CPSC).

Thank you for the opportunity to earn your business and we look forward to working with you.

Chad McNeill
Playground Boss
President/CEO

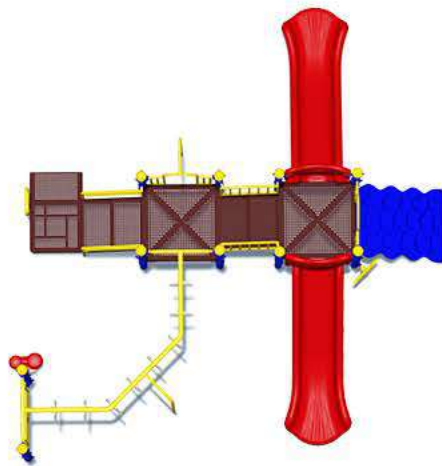


Ages 5-12

Use Zone: 30ft x 31ft
Child Capacity: 25
Play Activities: 7

Monkey Business

SKU: PGB-20234



 Call Us
1-800-878-0320

PlaygroundBoss.com

90





Prepared By

Madeline Foor
1-800-878-0320 Ext. 104
madeline@playgroundboss.com

Prepared for

Old Settlers Park
Melinda Lautner
8527 E Government Center Dr
Suttons Bay, MI 49682

Email

levans@leelanau.gov

Phone

231-649-1131

Date Created

11-16-2021

Quote #

1116MF-2

COMMENTS AND SPECIAL INSTRUCTIONS: Price Quoted for Materials, and Delivery Only. Price Excludes: Sitework, Underground Line Location, Permits, Lift Gates, & Impact Fees. Customer is Responsible for Any Taxes That May Apply. If Order is Cancelled a 25% Restocking Fee May Be Assessed.

Description	SKU	Qty	Unit price	Total price
Monkey Business play structure designed for ages 5-12 Color: Natural	PGB-20234	1	\$27,220.00	\$27,220.00
Free Safety Sign	PGBSS	1	\$0.00	\$0.00
Shipping	FREIGHT	1	\$0.00	\$0.00

Safety Use Zone (30' X 31')

IN STOCK READY FOR IMMEDIATE DELIVERY

Delivery only

* Quote is valid for 30 days

I APPROVE THIS PROJECT

Approval of this proposal may be executed by signing below and emailing back to the contact information listed above. Unless prior arrangements are approved, payment is due upon ordering.

SUBTOTAL \$27,220.00

DISCOUNT -\$13,610.00

TAX \$0.00

\$13,610.00

Authorized Purchaser: _____

Date: _____

Leelanau County Board of Commissioners:

Committee of the Whole – November 19, 2021

Final Motions/Recommendations for FY 2022 Vacancies on Boards and Commissions

Benzie/Leelanau District Environmental Health Board of Appeals:

Motion by Allgaier to recommend to the Board of Commissioners to reappoint **Charles Godbout** to the Benzie/Leelanau Environmental Health Board of appeals, to a two-year term expiring December 31, 2023. Seconded by Soutas-Little/Wessell.

Recommendation Passes, 6-0

Brownfield Redevelopment Authority:

Motion by Wessell to recommend to the Board of Commissioners to appoint **Dan Heinz** and **David King** to the Brownfield Redevelopment Authority, to three-year terms expiring December 31, 2024. Seconded by _____.

Recommendation Passes, 6-0

Construction Board of Appeals:

Motion by Allgaier to recommend to the Board of Commissioners to reappoint **Nate Griswold** to the Construction Board of Appeals, Building Category, to a five-year term expiring December 31, 2026. Seconded by Lautner.

Recommendation Passes, 6-0

Land Bank Fast Track Authority:

Motion by Wessell to recommend to the Board of Commissioners to reappoint **Richard Foster** to the Land Bank Fast Track Authority, to a three-year term expiring December 31, 2024. Seconded by Soutas-Little.

Recommendation Passes, 6-0

Parks and Recreation Commission:

Motion by Allgaier to recommend to the Board of Commissioners to reappoint **Dave Barrons** to the Parks and Recreation Commission, to a three-year term expiring December 31, 2024. Seconded by Bunek.

Recommendation Passes, 6-0

Motion by Allgaier to recommend to the Board of Commissioners to reappoint **Don Frerichs** to the Parks and Recreation Commission, to a three-year term expiring December 31, 2024. Seconded by Bunek.

Recommendation Passes, 6-0

Motion by Allgaier to recommend to the Board of Commissioners to appoint **Charles Godbout** to the Parks and Recreation Commission, to a three-year term expiring December 31, 2024. Seconded by Bunek.

Recommendation Passes, 4-3

Planning Commission:

Motion by Wessell to recommend to the Board of Commissioners to reappoint to the Planning Commission **Casey Noonan**, Recreation Category, and **Steve Yoder**, Finance Category, to three-year terms expiring December 31, 2024. Seconded by Soutas-Little.

Recommendation Passes, 6-0

Motion by Lautner to recommend to the Board of Commissioners to reappoint **Mel Black** to the Planning Commission, Legal/Real Estate Category, to a three-year term expiring December 31, 2024. Seconded by Rushton.

Recommendation Passes, 6-0

Soil Erosion, Sedimentation, and Stormwater Runoff Control Ordinance Board of Appeals:

Motion by Lautner to recommend to the Board of Commissioners to reappoint **Victor Goldschmidt** and **Eric Lind** to the Soil Erosion, Sedimentation, and Stormwater Runoff Control Ordinance Board of Appeals, to three-year terms expiring December 31, 2024. Seconded by Wessell/Rushton.

Recommendation Passes, 7-0

Solid Waste Council:

Motion by Lautner to recommend to the Board of Commissioners to reappoint **Pat Deering** to the Solid Waste Council, to a two-year term expiring December 31, 2023. Seconded by

_____.

Recommendation Passes, 7-0

Motion by Lautner to recommend to the Board of Commissioners to reappoint **Tom MacDonald** to the Solid Waste Council, to a two-year term expiring December 31, 2023. Seconded by

_____.

Recommendation Passes, 5-2

Motion by Wessell to recommend to the Board of Commissioners to reappoint **John Fletcher** to the Solid Waste Council, to a two-year term expiring December 31, 2023. Seconded by Allgaier.

Recommendation Passes, 6-1

Motion by Allgaier to recommend to the Board of Commissioners to appoint **Mark Bevelhymmer** and **James Palmer** as ex-officio, non-voting members to the Solid Waste Council, to two-year terms expiring December 31, 2023. Seconded by Wessell.

Recommendation Passes, 6-1

Veterans Affairs Administrative Committee:

Motion by Wessell to recommend to the Board of Commissioners to appoint **Robert Grabowski** to the Veterans Affairs Administrative Committee, to a two-year term expiring December 31, 2023. Seconded by Lautner.

Recommendation Passes, 7-0

Motion by Lautner to recommend to the Board of Commissioners to approve per diem and mileage reimbursements to any County-appointed members to the Veterans Affairs Administrative Committee. Seconded by _____.

Recommendation Passes, 7-0

DRAFT

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Chet Janik</u> Telephone No.: <u>231-256-8100</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session <u>12/07/2021</u>
Source Selection Method	VENDOR: <u>Netlink Business Solutions</u> Address/ Phone: _____
<input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>Duplicating Fund #645</u>	

Budgeted Amount: <u>\$ 18,744.00</u>	Contracted Amount: <u>\$ 10,523.20</u>
--------------------------------------	--

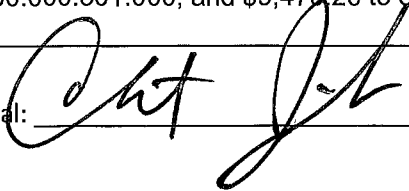
Document Description	
<input checked="" type="checkbox"/> Maintenance	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

Attached is a listing of the FY 2022 maintenance renewal agreements between Leelanau County and Netlink Business Solutions for the 16 County-owned copy machines within the Government Center complex, including the Law Enforcement Center.

The proposed contracted amount for all listed equipment is again less than the previous year.

Suggested Recommendation: Motion to recommend that the Board of Commissioners waive its Policy on Bid Requirements and approve renewing the service maintenance agreements with Netlink for 2022 at a cost not to exceed \$10,523.20, with \$11,663.40 to come from #645.000.000.801.000, and \$9,470.20 to come from #542.000.000.801.000.

Department Head Approval:  Date: 11/29/2021

2022 Master Agreements, at a glance

Department	ID #	Model #	Starting Date	Ending Date	2017 costs	2018 costs	2019 costs	2020 costs	2021 costs	2022 costs	2022 yearly copies included	2022 Rate
County Administration NEW	3628	MX 4051	1/1/2022	12/31/2022	\$603.41	\$524.00	\$707.40	\$550.20	\$550.20	\$315.00	42,000	\$0.00750
County Clerk NEW	3637	MX-4051	1/1/2022	12/31/2022	\$1,574.10	\$1,152.80	\$1,126.60	\$1,257.60	\$917.00	\$525.00	70,000	\$0.00750
Senior Services	3473	MX-3051	1/1/2022	12/31/2022	\$320.65	\$320.60	\$274.80	\$264.00	\$240.00	\$228.00	19,000	\$0.01200
District Court -- <i>Moved from Sheriff</i>	2734	MX-M363U	1/1/2022	12/31/2022	\$128.26	\$560.00	\$308.00	\$266.00	\$252.00	\$252.00	18,000	\$0.01400
County Equalization NEW	3636	MX-3051	1/1/2022	12/31/2022	\$157.41	\$1,048.00	\$1,048.00	\$655.00	\$655.00	\$187.50	25,000	\$0.00750
Building Safety (<i>Co.-owned</i>)	2871	MX-M260	1/1/2022	12/31/2022	\$213.77	\$504.00	\$448.00	\$308.00	\$252.00	\$224.00	16,000	\$0.01400
Building Safety - Office	3240	MX-3110N	1/1/2022	12/31/2022	\$652.96	\$1,160.00	\$1,040.00	\$420.00	\$420.00	\$360.00	18,000	\$0.02000
County MSU Extension	3111	MX-M453N	1/1/2022	12/31/2022	\$598.55	\$566.20	\$506.60	\$849.30	\$298.00	\$298.00	20,000	\$0.01490
County Planning*	3348	MX-2616N	1/1/2022	12/31/2022	\$342.03	\$504.00	\$252.00	\$126.00	\$126.00	\$126.00	9,000	\$0.01400
County Probate Court*	3347	MX-M266N	1/1/2022	12/31/2022	\$555.79	\$288.00	\$648.00	\$900.00	\$840.00	\$720.00	60,000	\$0.01200
County Prosecutors	2979	MX-2615N	1/1/2022	12/31/2022	\$646.16	\$541.80	\$309.60	\$270.90	\$193.50	\$206.40	16,000	\$0.01290
County Register of Deeds	3426	MX-M2630	1/1/2022	12/31/2022	\$470.29	\$378.00	\$100.00	\$90.00	\$90.00	\$90.00	9,000	\$0.01000
County Sheriff Administration	3606	MX-2651	1/1/2022	12/31/2022	\$384.78	\$352.00	\$320.00	\$272.00	\$304.00	\$199.50	21,000	\$0.00950
County Sheriff Dispatch / 911*	3312	MX-2616N	1/1/2022	12/31/2022	\$320.65	\$320.60	\$320.60	\$251.90	\$297.70	\$274.80	12,000	\$0.02290
County Sheriff Jail	3427	MX-M2630	1/1/2022	12/31/2022	\$213.77	\$213.60	\$140.00	\$330.00	\$270.00	\$220.00	22,000	\$0.01000
County Treasurer	2715	MX-M363U	1/1/2022	12/31/2022	\$192.39	\$198.00	\$220.00	\$319.00	\$242.00	\$176.00	16,000	\$0.01100
Main Lobby	3025	MX-M264N	1/1/2022	12/31/2022					\$126.00	\$126.00	9,000	\$0.01400
Comparison B/W copy costs					\$7,374.97	\$8,631.60	\$7,769.60	\$7,129.90	\$6,073.40	\$4,528.20		

2022 Estimated Color Charges

Administration	3628	MX-4051	1/1/2022	12/31/2022	\$390.00	\$1,820.00	\$2,800.00	\$1,925.00	\$1,960.00	\$1,175.00	25,000	\$0.04700
Clerk	3637	MX-4051	1/1/2022	12/31/2022	\$1,950.00	\$980.00	\$2,240.00	\$1,120.00	\$2,100.00	\$1,316.00	28,000	\$0.04700
Equalization	3636	MX-3051	1/1/2022	12/31/2022					New	\$376.00	8,000	\$0.04700
Sheriff Admin	3606	MX-2651	1/1/2022	12/31/2022					New	\$250.00	5,000	\$0.05000
Senior Services	3473	MX-3051	1/1/2022	12/31/2022				\$540.00	\$360.00	\$450.00	7,500	\$0.06000
Planning	3348	MX-2616N	1/1/2022	12/31/2022		\$840.00	\$960.00	\$1,500.00	\$840.00	\$1,200.00	20,000	\$0.06000
Prosecutor	2979	MX-2615N	1/1/2022	12/31/2022	\$260.00	\$420.00	\$420.00	\$420.00	\$390.00	\$325.00	5,000	\$0.06500
Dispatch	3312	MX-2616N	1/1/2022	12/31/2022		\$480.00	\$360.00	\$480.00	\$360.00	\$210.00	3,500	\$0.06000
Building Safety / Office	3240	MX-3110N	1/1/2022	12/31/2022	\$616.00	\$1,078.00	\$924.00	\$693.00	\$693.00	\$693.00	9,000	\$0.07700
Comparison Color Copy Costs					\$3,216.00	\$5,618.00	\$7,704.00	\$6,678.00	\$6,703.00	\$5,995.00		
2022 Total Machine Costs							\$15,473.60	\$13,807.90	\$12,776.40	\$10,523.20		



6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name Leelanau County Admin Office

Location of copier address 8527 E Government Center, Suite 101, Suttons Bay, MI 49682

Billing address Same

Contact Laurel Evans

Phone 231-256-8101

Fax 231-256-0120

Email: levans@leelanau.gov

Starting Date 1/1/2022

Ending Date 12/31/22

Starting Copy Count WILL CALL ON FOR COUNT

Ending Copier Count

Model # MX-4051

S.N. #15079824

NBS # 3628

Estimated Yearly Cost \$315.00 b&w
Estimated Yearly Cost \$2,125.00 color

Estimated Yearly Volume 42,000 black and white .0075
Estimated yearly volume 25,000 color .085

.0075 Overages billed at year end.

Non Taxable

If non taxable attach tax exempt form

Comments : Computer / network support is not included in copier hardware maintenance agreements

BLACK & COLOR TONER IS INCLUDED

X

X

Authorized Signature

Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

The above pricing will remain unchanged for 12 months.

Technical support requests may be made by calling NETLINK at (231) 946-8808.



6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name Leelanau County Clerk

Location of copier address 8527 Government Center Drive Suite 103 Suttons Bay, MI 49682

Billing address Same

Contact Jennifer Zywicki

Phone 231-256-9824

Fax 231-256-8295

Email: jzywicki@leelanau.gov

Starting Date 1/1/22

Ending Date 12/31/22

Starting Copy Count WILL CALL ON FOR COUNT

Ending Copier Count

Model # MX-4051

S.N. #15112685

NBS #3637

Estimated Yearly Cost \$525.00 Black and white
Estimated yearly Cost \$1316.00 color

Estimated Yearly Volume 70,000 black and white @ .0075
Estimated Yearly Volume 28,000 color @.047

.0075 Overages billed at year end

Non Taxable

If non taxable attach tax exempt form

Comments : Computer / network support is not included in copier hardware maintenance agreements

BLACK & COLOR TONER IS INCLUDED

X

X

Authorized Signature

Date

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6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name **LEELANAU COUNTY PROSECUTORS OFFICE**

Location of copier address **8527 E. GOVERNMENT DRIVE, SUITE 202 SUTTONS BAY, MI 49682**

Billing address **SAME**

Contact **PATTY KILBOURN**

Phone **231-256-9872**

Fax **231-256-0133**

Email prosecutor@leelanau.gov

Starting Date **1/1/21**

Ending Date **12/31/21**

Starting Copy Count **WILL CALL ON**

Ending Copier Count

Model #**MX-2615N**

S.N. **25107454**

NBS # **2979**

Cost per Copy **15,000 B&W 6,000 COLOR**

Estimated Yearly Cost **\$193.50 b&w
\$420.00 color**

Estimated Yearly Volume **B&W**

(B&W Overages billed every **3** months at **per copy**)

Taxable **OR** non taxable (circle one)

If non taxable attach tax exempt form

Comments : **Computer / network support is not included in copier hardware maintenance agreements.**

AUTO RENEW

Authorized Signature

Date

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6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name LEELANAU COUNTY EMERGENCY MANAGEMENT / 911		
Location of copier address 8525 GOVERNMENT CENTER DRIVE		
Billing address SUTTONS BAY, MI 49682		
Contact MATT ANSORGE		
Phone 231-256-8775	Fax 231-256-8701	Email MANSORGE@leelanau.gov
Starting Date 1/01/22		Ending Date 12/31/22
		Ending Copier Count
Model # MX-2616N	S.N. # 6503936X	NBS # 3312
		Estimated Yearly Cost B&W \$288.00 Estimated Yearly Cost Color \$210.00
Estimated Yearly Volume B&W 12,000 @ .024 Estimated Yearly Volume Color 3,500 @ .06		Overages billed at year end

Non Taxable If non taxable attach tax exempt form

Comments : Computer / network support is not included in copier hardware maintenance agreements.

BLACK & COLOR TONER IS INCLUDED

X X

Authorized Signature	Date
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I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

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6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name LEELANAU COUNTY PLANNING		
Location of copier address 8527 GOVERNMENT CENTER DRIVE, Suite 108		
Billing address SUTTONS BAY, MI 49682		
Contact TRUDY GALLA		
Phone 231-256-9812	Fax	Email: tgalla@leelanau.gov
Starting Date 1/01/22		Ending Date 12/31/22
		Ending Copier Count
Model # MX-2616N	S.N. # 75095514	NBS # 3348
		Estimated Yearly Cost B&W \$139.50 Estimated Yearly Cost Color \$1,320.00
Estimated Yearly Volume B&W 9,000 @ .0155 Estimated Yearly Volume Color 20,000 @ .066		Overages billed at year end

Taxable OR non taxable (circle one) If non taxable attach tax exempt form

Comments : **Computer / network support is not included in copier hardware maintenance agreements.**

BLACK & COLOR TONER IS INCLUDED

X	X
Authorized Signature	Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

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Technical support requests may be made by calling NETLINK at (231) 946-8808.



6500 E. Traverse Highway.
Traverse City, MI 49684

COLOR COPIER MAINTENANCE AGREEMENT

Company Name: Leelanau County Senior Services

Location of copier address: 8527 Government Center Drive, SUITE 106 Suttons Bay, MI 49682

Billing address: Same

Contact: Armanda Krantz

Phone: 231-256-8121

Fax: 231-256-8129

Email: akrantz@leelanau.gov

Starting Date: 1/01/22

Ending Date 12/31/22

Starting Copy Count: Black
Color

Ending Copier Count (first year)- Black:

Model # MX-3051

Finisher #

S.N. # 85089880

NBS # 3473

Cost per Black Copy .0135

Cost per COLOR Copy .066 billed in arrears

Estimated Yearly Cost – Black: \$240.00

Estimated Yearly Volume Black & White 19,000
Color 7,500

Estimated b&w yearly cost \$256.50

Estimated color copy yearly cost \$495.00

Non Taxable

If nontaxable attach tax exempt form

Comments: Computer / network support is not included in copier hardware maintenance agreements. **BLACK & COLOR TONER IS INCLUDED.**

Signature:

Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

NETWORK SUPPORT. Netlink will assist or install networked equipment print and scanning software with cooperation of any in-house or contracted network support personnel at agreed open cost. If Customer requires additional print or scan software due to changes in client network, client software, new computers or other changes beyond Netlink control, this support may be billable. Netlink Business Solutions does maintain a staff of network engineers if required. Netlink shall under no circumstances be liable for any special software requirements. Netlink will provide actual software disks and / or link to all latest software down loads.

Signature:

Date

The above pricing will remain unchanged for
Technical support requests may be made by calling NETLINK at (231) 946-8808.



6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name LEELANAU COUNTY BUILDING SAFETY - INSPECTIONS OFFICE		
Location of copier address 8527 GOVERNMENT CENTER DRIVE, SUITE 109		
Billing address SUTTONS BAY, MI 49682		
Contact Amber Weber		
Phone 231-256-8303	Fax 231-256-8333	Email aweber@leelanau.gov
Starting Date 1/01/22		Ending Date 12/31/22
		Ending Copier Count
Model # MX-3110N	S.N. # 15081976	NBS # 3240
		Estimated Yearly Cost \$396.00 B&W Estimated Yearly Cost \$765.00 color
Estimated Yearly Volume B&W 18,000 @ .022 Estimated Yearly Volume Color 9,000 @ .085		Overages billed at year end

Non Taxable **If non taxable attach tax exempt form**

Comments : Computer / network support is not included in copier hardware maintenance agreements.

BLACK & COLOR TONER IS INCLUDED

X	X
Authorized Signature	Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

The above pricing will remain unchanged for 12 months.

Technical support requests may be made by calling NETLINK at (231) 946-8808.



6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name Leelanau County – Sheriff Admin

Location of copier address 8525 E. Government Center Drive, SUITE #102 Suttons Bay, MI 49682

Billing address Same

Contact Jana

Phone 231-256-8692	Fax	Email: jrkissel@leelanau.gov
Starting Date 1/1/22		Ending Date 12/31/22
Starting Copy Count WILL CALL ON		Ending Copier Count
Model #MX-2651	S.N. 0301194X	NBS #3606
Estimated Yearly Volume B&W 21,000 @ .0095		Estimated Yearly Cost B&W \$199.50
Estimated Yearly Volume Color 5,000 @ .05		Estimated Yearly Cost Color \$250.00

Taxable OR non taxable (circle one) If non taxable attach tax exempt form

Comments : Computer / network support is not included in copier hardware maintenance agreements.

BLACK & COLOR TONERS ARE INCLUDED

AUTO RENEW

Authorized Signature	Date
----------------------	------

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

The above pricing will remain unchanged for 12 months.

Technical support requests may be made by calling NETLINK at (231) 946-8808.



6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name Leelanau County Equalization

Location of copier address 8527 E. government al Drive, Suite #102, Suttons Bay, MI 49682

Billing address Same

Contact Andrew Giguere

Phone 256-9823

Fax

Email: agiguere@leelanau.gov

Starting Date 1/1/2022

Ending Date 12/31/2022

Starting Copy Count WILL CALL ON

Ending Copier Count

Model #MX-3051

S.N. 15048346

NBS #3636

Estimated Yearly Cost B&W \$187.50
Estimated Yearly Cost Color \$376.00

Estimated Yearly Volume 25,000 B&W @.0075
Estimated Yearly Volume 8,000 Color @ .047

Taxable OR non taxable (circle one)

If non taxable attach tax exempt form

Comments : Computer / network support is not included in copier hardware maintenance agreements.

BLACK TONER IS INCLUDED

X AUTO RENEW

X

Authorized Signature

Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

The above pricing will remain unchanged for 12 months.

Technical support requests may be made by calling NETLINK at (231) 946-8808.



6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name Leelanau County Lobby / Admin

Location of copier address 8527 E. Government Drive, Suttons Bay, MI 49682

Billing address Same

Contact: Laurel Evans

Phone 231-256-8101

Fax

Email levans@leelanau.gov

Starting Date 1/1/2022

Ending Date 12/31/2022

Starting Copy Count WILL CALL ON

Ending Copier Count

Model # MX-M264N

S.N. 35006747

NBS #3025

Cost per Copy .0155 B&W

Estimated Yearly Cost \$139.50

Estimated Yearly Volume B&W 9,000

(B&W Overages billed every 3 months at .0155 per copy)

Taxable OR non taxable (circle one)

If non taxable attach tax exempt form

Comments : Computer / network support is not included in copier hardware maintenance agreements.

INCLUDES BLACK TONER

X AUTO RENEW

X

Authorized Signature

Date

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The above pricing will remain unchanged for 12 months.

Technical support requests may be made by calling NETLINK at (231) 946-8808.



6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name LEELANAU COUNTY BUILDING SAFETY (Inspections)		
Location of copier address 8527 GOVERNMENT CENTER DRIVE SUITE 109		
Billing address SUTTONS BAY, MI 49682		
Contact Amber Weber		
Phone 231-256-8315	Fax 231-256-8333	Email: aweber@leelanau.gov
Starting Date 1/1/2022		Ending Date 12/31/2022
Starting Copy Count		Ending Copier Count
Model # MX-M260	S.N. # 15024706	NBS # 2871
Estimated Yearly Volume 16,000 @ .0155		Estimated Yearly Cost \$248.00

Non Taxable **If non taxable attach tax exempt form**

Comments : Computer / network support is not included in copier hardware maintenance agreements.

BLACK TONER IS INCLUDED

X	X
Authorized Signature	Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

The above pricing will remain unchanged for 12 months.
Technical support requests may be made by calling NETLINK at (231) 946-8808.



6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name LEELANAU COUNTY MSU EXTENSION		
Location of copier address 8527 GOVERNMENT CENTER DRIVE SUITE 107		
Billing address SUTTONS BAY, MI 49682		
Contact ANNETTE KLEINSCHMIT		
Phone 231-256-9888	Fax 231-256-8331	Email KLEIN7@MSU.EDU
Starting Date 1/1/2022		Ending Date 12/31/2022
Starting Copy Count		Ending Copier Count
Model # MX-M453N	S.N. # 05030678	NBS # 3111
Estimated Yearly Volume 20,000 @ .0165		Estimated Yearly Cost \$330.00

Non Taxable If non taxable attach tax exempt form

Comments : Computer / network support is not included in copier hardware maintenance agreements.

BLACK TONER IS INCLUDED

X	X
Authorized Signature	Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

The above pricing will remain unchanged for 12 months.
Technical support requests may be made by calling NETLINK at (231) 946-8808.



6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name **LEELANAU COUNTY PROBATE COURT**

Location of copier address **8527 GOVERNMENT CENTER DRIVE, SUITE 203 SUTTONS BAY, MI 49682**

Billing address

Contact **JOSEPHINE LINGAUR**

Phone **231-256-9806**

Fax **231-256-9845**

Email **jlingaur@leelanau.gov**

Starting Date **1/1/22**

Ending Date **12/31/22**

Starting Copy Count **WILL CALL ON**

Ending Copier Count

Model # **MX-M266N**

S.N. **75012711**

NBS #**3347**

Estimated Yearly Cost **\$810.00**

Estimated Yearly Volume **B&W 70,000 @ .0135**

Taxable OR non taxable (circle one)

If non taxable attach tax exempt form

Comments : **Computer / network support is not included in copier hardware maintenance agreements.**

BLACK TONER INCLUDED

AUTO RENEW

Authorized Signature

Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

The above pricing will remain unchanged for 12 months.

Technical support requests may be made by calling NETLINK at (231) 946-8808.



6005 E. Traverse Hwy
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name: Leelanau County Register of Deeds

Location of copier : 8527 E Government Center Drive, Suite105 Suttons Bay, MI 49682

Billing address:

Contact: Jennifer

Phone: 231-256-9682

Fax: 231-256-8149

Email: jgrant@leelanau.gov

Starting Date: 1/01/22

Ending Date: 12/31/22

Starting Copy Count:

Ending Copier Count:

Model # MX-M2630

S.N. # 85040144

NBS # 3426

Finisher:

Estimated Yearly Cost \$99.00

Estimated Yearly Volume: 9,000 @ .011

Taxable OR nontaxable (Circle One) If nontaxable attach tax exempt form

Comments: Computer / network support is not included in copier hardware maintenance agreements.

BLACK TONER IS INCLUDED

Signature:

Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

NETWORK SUPPORT. Netlink will assist or install networked equipment print and scanning software with cooperation of any in-house or contracted network support personnel at agreed open cost. If Customer requires additional print or scan software due to changes in client network, client software, new computers or other changes beyond Netlink control, this support may be billable. Netlink Business Solutions does maintain a staff of network engineers if required. Netlink shall under no circumstances be liable for any special software requirements. Netlink will provide actual software disks and / or link to all latest software down loads.

Signature:

Date

The above pricing will remain unchanged for 12 months.

Technical support requests may be made by calling NETLINK at (231) 946-8808.



6005 E. Traverse Hwy
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name: Leelanau County Sheriff - Jail

Location of copier : 8525 E Government Center Drive Suttons Bay, MI 49682

Billing address:

Contact: Lt. Todd Roush

Phone: 231-256-8692

Fax: 231-256-8611

Email: troush@leelanau.gov

Starting Date: 1/01/22

Ending Date: 12/31/22

Starting Copy Count:

Ending Copier Count:

Model # MX-M2630

S.N. # 85040154

NBS #3427

Finisher:

Estimated Yearly Cost \$242.00

Estimated Yearly Volume: 22,000 @ .011

Non Taxable

If nontaxable attach tax exempt form

Comments: Computer / network support is not included in copier hardware maintenance agreements.

BLACK TONER IS INCLUDED

Signature:

Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

NETWORK SUPPORT. Netlink will assist or install networked equipment print and scanning software with cooperation of any in-house or contracted network support personnel at agreed open cost. If Customer requires additional print or scan software due to changes in client network, client software, new computers or other changes beyond Netlink control, this support may be billable. Netlink Business Solutions does maintain a staff of network engineers if required. Netlink shall under no circumstances be liable for any special software requirements. Netlink will provide actual software disks and / or link to all latest software down loads.

Signature:

Date

The above pricing will remain unchanged for 12 months.

Technical support requests may be made by calling NETLINK at (231) 946-8808.



6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name LEELANAU COUNTY TREASURER		
Location of copier address 8527 GOVERNMENT CENTER DRIVE SUITE 104		
Billing address SUTTONS BAY, MI 49682		
Contact Darcy Weaver		
Phone 231-256-8191	Fax 231-256-7850	Email: dweaver@leelanau.gov
Starting Date 1/1/2022		Ending Date 12/31/2022
Starting Copy Count		Ending Copier Count
Model # MX-M363U	S.N. # 05029361	NBS # 2715
Estimated Yearly Volume 16,000 @ .012		Estimated Yearly Cost \$192.00

Taxable OR non taxable (circle one) If non taxable attach tax exempt form

Comments : **Computer / network support is not included in copier hardware maintenance agreements.**

BLACK TONER IS INCLUDED

X	X
Authorized Signature	Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

The above pricing will remain unchanged for 12 months.
Technical support requests may be made by calling NETLINK at (231) 946-8808.



6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name LEELANAU COUNTY DISTRICT COURT		
Location of copier address 8525 GOVERNMENT CENTER DRIVE SUTTONS BAY, MI 49682		
Billing address Same		
Contact Noreen		
Phone 231-256-8602	Fax 231-256-8611	Email:
Starting Date 1/1/2022		Ending Date 12/31/2022
Starting Copy Count		Ending Copier Count
Model # MX-M363U	S.N. # 05032056	NBS # 2734
Estimated Yearly Volume 18,000 @ .0155		Estimated Yearly Cost \$279.00

Non Taxable **If non taxable attach tax exempt form**

Comments : Computer / network support is not included in copier hardware maintenance agreements.

BLACK TONER IS INCLUDED

X	X
Authorized Signature	Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

The above pricing will remain unchanged for 12 months.

Technical support requests may be made by calling NETLINK at (231) 946-8808.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Chet Janik</u> Telephone No.: <u>231-256-8100</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 12/07/2021
Source Selection Method <input type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>101.580.683.801.000</u>	VENDOR: <u>Grand Traverse County</u> Address/ Phone: _____

Budgeted Amount: <u> \$ 46,618.00</u>	Contracted Amount: <u> \$ 46,618.00</u>
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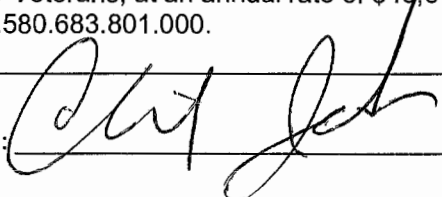
Document Description	
<input checked="" type="checkbox"/> Professional Service	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

Attached is a copy of a proposed renewal agreement between Leelanau and Grand Traverse Counties to provide services to Leelanau County Veterans.

The fee was originally agreed to in 2016, and the term has been extended to cover a three year period, at \$46,618.00 for each year.

Suggested Recommendation: I move to recommend that the Leelanau County Board of Commissioners approve entering into a 3-year agreement with Grand Traverse County to provide services to County Veterans, at an annual rate of \$46,618.00 for each year; funds to come from 101.580.683.801.000.

Department Head Approval:  Date: 12/02/2021

AGREEMENT FOR VETERANS' SERVICES

The parties, Grand Traverse County, located at 400 Boardman Avenue, Traverse City, MI 49684, and Leelanau County, located at 8527 E. Governmental Center Drive Suttons Bay, MI 49682, agree as follows:

I. Purpose. Leelanau County agrees to purchase, and Grand Traverse County agrees to provide, veterans' services. This agreement is authorized by 124.1, et. seq , Intergovernmental Contracts Between Municipal Corporations.

II. Term. The term of this Agreement is from January 1, 2022 through December 31, 2024, inclusive.

III. Responsibilities of Grand Traverse County Veterans' Affairs Department. The Grand Traverse County Veterans' Affairs Department shall provide the following services to Leelanau County veterans:

(A) an open, staffed office one day each week with regular business hours in Leelanau County at a location to be designated and provided by the Leelanau County Board of Commissioners. The Grand Traverse County Veterans' Affairs Director may, at his discretion, cancel Leelanau County Office operations due to inclement weather or mandatory staff training. The Director shall notify the office of the Leelanau County Administrators office as soon as possible in advance when any such suspension is necessary;

(B) an open, staffed office the other four days of the week with regular business hours at its office in Grand Traverse County;

(C) provide outreach efforts within Leelanau county in the form of veterans town hall meetings, informational meetings, coffee chats;

(D) administrative and management services to process and obtain veterans benefits and claims from the United States Department of Veterans' Affairs or any State or local veterans programs for Leelanau County veterans;

(E) administrative and management services to process applications for benefits from the Leelanau County Soldiers' Relief Fund and Michigan Veterans' Trust Fund, and veterans' burial allowance applications; and

IV. Leelanau County Responsibilities. In exchange for the above described services, Leelanau County shall:

(A) pay Grand Traverse County \$46,618.00 annually in January, and

(B) provide office space to the Grand Traverse County Veterans' Affairs Department as described in paragraph III(A), above.

V. Grand Traverse County VA Committee Board Position. During the time of this agreement, Leelanau County will be allowed to appoint one Ex-officio board member to the VA Committee. This appointee is for a term prescribed by Leelanau County Commissions, and is allowed during the full term of this agreement.

VI. Termination. This Agreement may be terminated by either party. The party seeking to terminate the agreement shall provide written notice of its intent to terminate the agreement at least 60 days prior to the date it seeks to terminate. Notice shall be provided to the other party at the business address noted above. Any sums due and owing for services rendered shall be paid within 30 days of the last date of service provided under this Agreement. Any property purchased by a party for the use of the other shall be returned within 30 days of the last date of service provided under this Agreement.

VII. Amendment. This Agreement may be amended at any time, in writing, by mutual agreement of the parties.

VIII. Whole Agreement. This Agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transaction contemplated in this Agreement.

IX. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan. In the event any provision of this Agreement is in conflict with any statute or rule of any law in the State of Michigan or is otherwise unenforceable for any reason whatsoever, then that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this Agreement. Venue for any action brought under this Agreement shall lie in either Grand Traverse or Leelanau Counties.

IX. Effective Date. The parties have signed this Agreement in duplicate and it shall be effective as of January 1, 2022.

For Grand Traverse County:

Grand Traverse County Board of Commissioners

Date

For Leelanau County:

William J. Bunek, Chairman
Leelanau County Board of Commissioners

Date

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Chet Janik</u> Telephone No.: <u>231-256-8100</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 12/07/2021
Source Selection Method <input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>101.100.101.860.000</u>	VENDOR: <u>National Assoc. of Counties</u> Address/ Phone: _____

Budgeted Amount: <u>\$ 12,000.00</u>	Contracted Amount: <u>\$ 0.00</u>
--------------------------------------	-----------------------------------

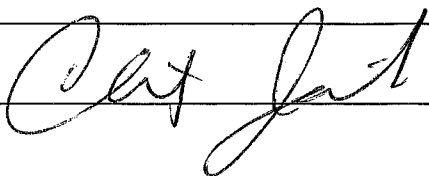
Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Conference</u>

Request to Waive Board Policy on Bid Requirements

This is a request to approve the County Administrator and a County Commissioner to attend the annual National Association of Counties (NACo) conference, scheduled for February 12 through 16, 2022, in Washington, D.C.

A memo with an overview of the conference and expected costs and itinerary are both attached.

Suggested Recommendation: I move to recommend that the Leelanau County Board of Commissioners approve the out-of-state travel request to the National Association of Counties (NACo) Legislative Conference, February 12-16, 2022, in Washington, D.C., for the County Administrator and Commissioner(s) _____; funds to come from 101.100.101.860.000.

Department Head Approval:  Date: 11/29/2021

BOARD OF COMMISSIONERS

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



Chet Janik, County Administrator

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

To: Board of Commissioners
From: Chet Janik 
Date: December 1, 2021
Re: Conference Request

I am respectfully requesting County Board approval for at least one County Commissioner and the Administrator to attend the annual National Association of Counties (NACo) Legislative Conference in Washington, D.C., from February 12 through 16, 2022.

The conference brings together approximately 2,000 elected and appointed county officials, and attendees have the unique opportunity to engage on a personal level with White House Staff and Cabinet Members, various Heads of Federal Departments, as well as Members of Congress. Numerous educational sessions are held on a daily basis.

As background information, this is only my third request in the past 10 years as Administrator to attend a national conference and to the best of my knowledge, in 2019, Mr. Bunek was the first Leelanau County Commissioner to attend the NACo conference. There are usually numerous Northern Michigan delegates attending with several counties attending on an annual basis by sending several commissioners.

Chairman Bunek and I attended the conference three years ago and it was a great professional and educational experience, as we were able to participate in a White House-sponsored seminar on issues facing rural communities, had private dialogue with Michigan's two Senators, and the majority of the Congressional delegation.

Attached is a copy of the proposed agenda for the conference.

The estimated cost of the conference per person are as follows:

Registration Fee	\$515
Airline Ticket	\$250 to \$400
Hotel (<i>per night</i>)	\$1,000 (\$250)
Transportation to Hotel	\$10 to \$50

Thank you in advance for your potential support in considering this request.

2022 NACo Legislative Conference

Schedule as of: 11/29/2021

Friday, February 11, 2022

Feb. 11 **IT Advisory Council Meeting**
8:00 am to 11:00 am
EST
By invitation only

Feb. 11 **CIO Forum**
1:00 pm to 8:00 pm
EST
Separate registration is required. You can choose to attend the CIO Forum only or add it to your conference registration during the registration process. The cost to attend this program is \$100.

Feb. 11 **NACo Ambassador's Meeting**
4:00 pm to 5:00 pm
EST
By invitation only

Saturday, February 12, 2022

Feb. 12 **First-Time Attendee Orientation**
7:00 am to 8:30 am
EST
By invitation only

Feb. 12 **Policy Coordinating Meeting #1**
8:00 am to 9:00 am
EST

Feb. 12 **Human Services Policy Steering Committee Meeting - Pt. 1**
9:00 am to 11:30 am
EST

Feb. 12 **Finance, Pensions and Intergovernmental Affairs (FIGA) Policy Steering Committee - Pt. 1**
9:00 am to 11:45 am
EST

Feb. 12 **Agriculture & Rural Affairs Policy Steering Committee Meeting**
9:00 am to 12:00 pm
EST

Feb. 12 **Agriculture & Rural Affairs Steering Committee Meeting**
9:00 am to 12:00 pm
EST

Feb. 12 Health Policy Steering Committee Meeting - Pt. 1
9:00 am to 12:00 pm
EST

Feb. 12 Public Lands Policy Steering Committee Meeting - Pt. 1
9:00 am to 12:00 pm
EST

Feb. 12 Community, Economic & Workforce Development (CEWD) Policy Steering
Committee Meeting
12:30 pm to 5:00 pm
EST

Feb. 12 Environment, Energy and Land Use (EELU) Policy Steering Committee Meeting
12:30 pm to 5:00 pm
EST

Feb. 12 Justice & Public Safety Policy Steering Committee Meeting
12:30 pm to 5:00 pm
EST

Feb. 12 Transportation Policy Steering Committee Meeting
12:30 pm to 5:00 pm
EST

Feb. 12 Public Lands Policy Steering Committee Meeting - Pt. 2
1:30 pm to 4:30 pm
EST

Feb. 12 Telecommunications & Technology Policy Steering Committee Meeting
1:45 pm to 4:15 pm
EST

Feb. 12 Finance, Pensions and Intergovernmental Affairs (FPIGA) Policy Steering
Committee - Pt. 2
1:45 pm to 4:30 pm
EST

Feb. 12 Health Policy Steering Committee Meeting - Pt. 2
2:00 pm to 4:30 pm
EST

Feb. 12 Human Services Policy Steering Committee Meeting - Pt. 2
2:00 pm to 4:30 pm
EST

Feb. 12 Policy Coordinating Meeting #2
5:00 pm to 5:45 pm
EST

Feb. 12 Affiliate & State Association Events
5:00 pm to 8:00 pm
EST

Sunday, February 13, 2022

Feb. 13 Affiliate & State Association Events
7:00 am to 7:45 am
EST

Feb. 13 **Non-Denominational Worship Service**
7:00 am to 8:00 am
EST

Feb. 13 **Healthy Counties Business Meeting**
8:00 am to 9:30 am
EST

Feb. 13 **Gulf States Counties and Parishes Caucus Meeting**
8:00 am to 10:00 am
EST

Feb. 13 **GIS Subcommittee Meeting**
9:30 am to 10:45 am
EST

Feb. 13 **Large Urban Caucus County (LUCC) Meeting**
10:00 am to 12:00 pm
EST

Feb. 13 **Rural Action Caucus (RAC) Meeting**
10:00 am to 12:00 pm
EST

Feb. 13 **IT Standing Committee Meeting**
11:00 am to 12:30 pm
EST

Feb. 13 **Healthy Counties & Arts & Culture Joint Workshop**
12:00 pm to 1:30 pm
EST

Feb. 13 **Membership Standing Committee Meeting**
12:00 pm to 1:30 pm
EST

Feb. 13 **Veterans and Military Services Committee Meeting**
1:00 pm to 3:00 pm
EST

Feb. 13 **Western Interstate Region (WIR) Board of Directors Meeting**
1:00 pm to 3:15 pm
EST

Feb. 13 **Immigration Reform Task Force (IRTF) Meeting**
1:15 pm to 3:00 pm
EST

Feb. 13 **Programs and Services Committee Meeting**
1:30 pm to 3:00 pm
EST

Feb. 13 **Arts and Culture Business Meeting**
2:00 pm to 3:30 pm
EST

Feb. 13 **NACo Board of Directors Forum**
3:15 pm to 4:45 pm
EST

Feb. 13 **Affiliate & State Association Events**
5:00 pm to 8:00 pm
EST

Feb. 13
6:30 pm to 8:30 pm
EST

NACo Board of Directors Reception - Tentative

This is a ticketed event. We regret that we cannot accommodate guests without an invitation.

Monday, February 14, 2022

Feb. 14
7:30 am to 8:30 am
EST

Central Region Caucus Meeting

Feb. 14
7:30 am to 8:30 am
EST

Northeast Region Caucus Meeting

Feb. 14
7:30 am to 8:30 am
EST

South Region Caucus Meeting

Feb. 14
7:30 am to 8:30 am
EST

West Region Caucus Meeting

Feb. 14
8:00 am to 12:00 pm
EST

Meet and Greet with Federal Agency Representatives

Feb. 14
9:00 am to 10:30 am
EST

General Session

Feb. 14
10:45 am to 11:45 am
EST

Workshop Block #1

Feb. 14
11:00 am to 12:00 pm
EST

Credentials Committee Meeting

Feb. 14
12:15 pm to 1:30 pm
EST

Attendee Lunch

Feb. 14
1:45 pm to 3:00 pm
EST

Workshop Block #2

Feb. 14
1:45 pm to 4:30 pm
EST

NACo Board of Directors Meeting

Feb. 14
3:15 pm to 4:30 pm
EST

Workshop Block #3

Feb. 14
5:00 pm to 8:00 pm
EST

Affiliate & State Association Events

Feb. 14
7:00 pm to 9:00 pm
EST

NACo LUCC/RAC Reception - Tentative

This is a ticketed event. We regret that we cannot accommodate guests without an invitation.

Tuesday, February 15, 2022

Feb. 15
7:00 am to 7:45 am
EST

Affiliate & State Association Events

Feb. 15
8:00 am to 9:15 am
EST

Workshop Block #4

Feb. 15
9:30 am to 11:15 am
EST

General Session

Feb. 15
12:30 pm to 4:30 pm
EST

Capitol Hill Event

Advance county priorities at the federal level by scheduling appointments with lawmakers or joining NACo for a Capitol Hill briefing designed to engage policymakers, staff members and leadership. The schedule is still under development, stay tuned for more information.

Feb. 15
7:00 pm to 9:00 pm
EST

NACo President's Reception

Connect with fellow conference participants at our closing reception and wind down from a busy week with good food, friends and dancing.

Wednesday, February 16, 2022

Feb. 16
8:00 am to 3:00 pm
EST

NACo Open House & Luggage Storage

NACo Offices

Need a place to store your luggage while on the Hill? Please bring it to the lobby of the first-floor conference center at NACo HQ and ask for a tour of our headquarters, your office away from home!

Feb. 16
8:00 am to 5:00 pm
EST

Capitol Hill & Federal Agency Visits

Advocate for county priorities at the federal level by scheduling appointments on Capitol Hill. Engage policymakers, staff members and leadership, and let them know that federal policies matter to counties, and counties matter to America.

COUNTY OF LEELANAU
JOB DESCRIPTION

COUNTY ADMINISTRATOR

Supervised by: Board of Commissioners
Supervises: Non-Elected Department Heads; i.e., Construction Codes Authority, Equalization, Emergency Management\9-1-1 Dispatch, Information Technology, Maintenance, Planning & Community Development and Senior Services; Executive Assistant; Temporary Office Assistants

FLSA: Exempt

General Summary

Directs and coordinates administration of county government in accordance with policies determined by county commissioners.

Duties and Responsibilities

Serves as the **Chief Administrative Officer**. Duties to include, but are not limited to:

- Prepares and coordinates the proposed annual operating budget jointly with the County Clerk's Accounting Department and County Treasurer, then presents it to the Board of Commissioners.
- Monitors department expenditures and County revenue reports generated by the County Clerk's Accounting Department and County Treasurer.

Serves as **Chief Personnel Officer**. Duties to include:

- Implements the directives and policies of the Board.
- Performs various research and development activities for the betterment of government operations.
- Makes recommendations for appointment or removal of non-elected department heads.
- Assists the Board by recommending and preparing personnel policies for review.
- Oversees the County's compensation and classification process.
- Maintains the master personnel files for non-elected department heads and their staff.

- Provides technical assistance and support in personnel management and employee relations.
- Assists department heads with maintaining a professional personnel policy of hiring, training, and discipline.
- Assists and consults with elected officials as to their personnel needs.
- Evaluates and compares existing employee benefits with those of other employers.
- Analyzes results of comparisons, including surveys and develops recommendations for review by the Board.

Serves as a **member of the labor negotiation team** in union negotiations, mediation, grievance proceedings and contract implementation.

Serves as the **purchasing agent**. Duties to include:

- Directs and develops specifications for the bidding process and procedures.
- Makes arrangements for the sale of surplus property, equipment, and vehicles.
- Assists departments with grant acquisitions.

Serves as **property manager** for all County-owned facilities and lands. Duties to include:

- Coordination through the County Planning and Community Development Department to ensure that necessary planning and zoning regulations are met.

Professional Development expectations to include:

- Attends functions on behalf of the Board and conferences related to job function and County labor issues.
- Prepares reports, conducts staff meetings, prepares meeting notices, agendas, and distributes same to Board and County Clerk in a timely fashion and in conformance to applicable statutes and ordinances.

Supervisory Responsibilities

Communicates Board goals and objectives to and coordinates work activities of six supervisors with approximately twenty-five (25) employees. Carries out supervisory responsibilities in accordance with each organization's policies and applicable laws. Responsibilities include interviewing, hiring and training employees, planning, assigning and directing work, reviewing appraisal performances, recognizing and disciplining employees for their actions, addressing complaints and resolving problems.

Education and/or Experience

Master's Degree (M.A.) or equivalent, and a minimum of five (5) years related experience and/or training, or equivalent combination of education and experience.