

Ty Wessell, Chairman

NOTICE OF MEETING

The Executive Board Session of the Leelanau County Board of Commissioners will be held on Tuesday, April 9, 2024, at 9:30 a.m., in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan

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

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

AGENDA

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CALL TO ORDER	
PLEDGE OF ALLEGIANCE	
MOMENT OF SILENCE/PRIVATE PRAYER	
ROLL CALL	
APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS	
COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS :	
• Administrator Update, <i>Deborah Allen, Administrator</i>	
• Administrator Search Update (<i>Presentation by Chet Janik</i>)	
• NMRE Update, <i>Eric Kurtz, CEO</i>	
• Human Resources Update, <i>Heather Cade, HR Director</i>	
PUBLIC COMMENT (3 Minutes-Agenda specific)	
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SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES	
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• Amendments & Transfers	
• Miscellaneous Fund Transfers and Amendments	
• Claims and Accounts	
• Post Audit	
ADJOURNMENT	

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Human Resources</u>	Submittal Dates
Contact Person: <u>Heather Cade</u>	<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>
Telephone Number: <u>231-256-8114</u>	Date of Meeting: <u>04/09/2024</u>
Financial/Source Selection Method	Vendor: _____
<input type="checkbox"/> Select One: <u>Select One</u>	Address/ Phone: _____
<input type="checkbox"/> Other: _____	Description: Select One
<input type="checkbox"/> Account No.: _____	
<input type="checkbox"/> CIP Project?	
<input type="checkbox"/> If Grant, Match Account No.: _____	

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

Request to Waive Board Policy on Bid Requirements
 Financial Review Completed
 Department Head/Elected Official Authorization

Public Service Recognition Week takes place the first week of May and will be held from the 5th to 11th for 2024. The purpose of this week is to admire and honor the people who deliver public service.

Before you is a proposal to dedicate a time to acknowledge those who serve Leelanau County.

Recognizing Tuesday, May 7th 2024 as Public Service Recognition Day Leelanau County

11:00am-1:00pm
(treating this as a typical lunch period with no paid time to attend)

Regular Business Hours would Remain
(rotationally attend with no offices closing)

Potluck Style Luncheon
(honoring each other through sharing)


Those serving in non-traditional hours would also have a recognition time set for them

Commissioners are Encouraged and Welcomed to attend

Thank you for your consideration.

Suggested Recommendation:

I move to recommend that the County Board of Commissioners approve the proposal as presented, recognizing Tuesday, May 7th 2024 as Public Service Recognition Day for Leelanau County.

Department Approval:  Date: 3-29-24

Executive Document Summary Narrative

The Leelanau County Sheriff's Office would like to develop and implement a Sponsored Employed Recruit program. This program, if approved, would allow the Sheriff's Office to sponsor an individual to attend an approved Michigan Commission on Law Enforcement Standards (MCOLES) basic police academy with the intent that upon successful completion of the academy the employee would be sworn in as a full-time licensed law enforcement deputy.

As we are all aware, the Sheriff's Office is struggling to find qualified persons to hire to fill law enforcement positions. This phenomena is not unique to Leelanau County, it is an issue nationally. This program, if adopted, would allow the Sheriff's Office to apply for grants through MCOLES and in cooperation with Northwestern Michigan College that would help cover the costs of training and educating new recruits for licensing as a police officer with Leelanau County.

The grant for each individual trained would be for \$24,000.00. We have been advised that this money is prepaid by the state and will not have to be fronted by the County. This money can be used to cover all costs associated with the academy to include tuition, books, and uniforms. Those current costs for NMC in 2024 are approximately \$9557.00. The remaining \$14,443.00 can be used to cover the costs of wages, benefits, and travel. These employee costs are expected to exceed the remaining amount but not excessively. The starting rate for these sponsored employed recruits has been determined to be \$22.38 an hour. This amount was determined to be less than a regular starting employee but yet high enough to attract candidates and yet be competitive with other agencies seeking the same individuals.

The only benefits provided by the County during the duration of the academy would be workman's compensation protections as afforded by law. Based on preliminary calculations those costs are expected to be a dollar or less an hour. The sponsored employed recruit will be paid the hourly wage for eighty hours a pay period, no overtime. Total time compensated will be for 16 weeks or 640 hours. It is already known that the actual hours of study for the academy is in excess of 800 hours. No other benefits will be afforded to this employee until they graduate successfully from the academy. This pay rate and benefits package has been verbally discussed with the appropriate unions and Letters of Understanding are expected and forthcoming.

If the sponsored employed recruit fails the academy or later does complete the necessary training requirements of the field training program, the county is obligated to repay the unused the grant monies. If the sponsored employed recruit, upon being sworn in as a licensed police officer, voluntarily leaves the employment of the county within four (4) years to take another job as a licensed police officer for another agency, then that employee is obligated to repay the county all costs associated with their training on a pro-rated basis as provided by law.

These sponsored employed recruit positions would never be offered or filled by the Sheriff if an existing opening did not already exist and fall within existing staffing levels as approved by the BOC. Some exceptions may appear randomly because academy classes are only offered twice a year, August and January, but all those exceptions would be brought to the Board for approval should they require any overlap of employees.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Emergency Mgt./911</u> Contact Person: <u>Matt Anso</u> Telephone No.: <u>231-256-8775</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session <u>03/14/2023</u>
Source Selection Method	VENDOR: _____ Address/ Phone: _____
<input checked="" type="checkbox"/> State Contract <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	

Budgeted Amount: _____ \$ 0.00 Contracted Amount: _____

Document Description

Renewal Other _____

Request to Waive Board Policy on Bid Requirements

The County Board of Commissioners has previously authorized a local 9-1-1 Surcharge, separate from the charges imposed by the State of Michigan, of \$0.42 per line per month, which is the maximum allowed without being placed on a voting ballot. Pursuing a local 9-1-1 Surcharge of more than \$0.42 (per device) would require approval from the citizens of Leelanau County. It has been the position of previous Boards that should a voted increase be sought, the proposed increase should be placed on a ballot within the regular voting cycle instead of being financially responsible for a special vote of the people for the increase in local 9-1-1 Surcharge. Should the Board decide to propose an increase on an upcoming ballot, it will come after the May 15, 2023 deadline for this report to the State 9-1-1 Committee and therefore would be applicable to a report due in the future.

The State 9-1-1 Committee requires all Public Safety Answering Points (PSAPs) to submit a Collection and Remittance report (SNC-500) annually in May to reflect the 9-1-1 Surcharge fees intending to be collected locally between July 1st of the current year and June 30th of the following year. There are three options to report on the SNC-500:

1. Declare that no local 9-1-1 Surcharge will be collected
2. Declare that there will be no change in the local 9-1-1 Surcharge
3. Declare that there will be a change in the local 9-1-1 Surcharge

Based on the discussions at previous County Board meetings, I am prepared to report that there will be no change in the local 9-1-1 Surcharge amount for Leelanau County. The County Board has every right to select either of the two remaining options and my report can easily be changed to reflect the wishes of the Board. The report is due to be submitted electronically to the State 9-1-1 Office no later than 4pm on Monday, May 15th, 2023.

Suggested Recommendation: I move to recommend that the County Board of Commissioners approve staying status quo for the annual SNC-500 Collections and Remittance Report and have the 9-1-1 Director and County Clerk digitally complete, sign, and submit the necessary documents online as required.

Department Head Approval: _____

Matt Anso

Matt Anso
2023.02.27 10:23:37
-05'00'

Date: 02/27/2023



LEELANAU COUNTY
OFFICE OF EMERGENCY MANAGEMENT/9-1-1

8525 E. Government Center Drive Suttons Bay, MI 49682 Phone (231) 256-8775 Fax (231) 256-8701

March 22, 2023

Joni Harvey
Michigan State Police
State 911 Administrator
P.O. Box 30634
Lansing, MI 48909-0634

Dear Ms. Harvey,

Please be advised that Leelanau County will continue collection of its local commission-enacted 9-1-1 surcharge of \$0.42 with no change in the amount from July 1, 2023 through June 30, 2024.

Respectfully,

Matt Ansorge
Director of Emergency Management/9-1-1
Leelanau County

KAL EXCAVATING CO.

P.O. Box 92 Omena, MI 49674

Telephone: (231) 386-5321

(231) 941-5669

Fax: (231) 386-9059

Date: February 26, 2024

Leelanau County Office of Emergency Management
8525 E. Government Center Dr
Suttons Bay, MI 49682

Project: Tower Access Drive

- Clear & grub trees, burn on-site.
- Install silt fence.
- Construct road subbase with material from on-site, adjust grades to balance if necessary.
- Construct 12' wide gravel drive with 6" of 23A road gravel.
- Re-spread topsoil, seed & mulch disturbed areas.
- Construct ditch and stone check dam at road entrance.

Estimate: \$112,500

- Import, grade and compact fill sand.

Estimate: \$22/cy

- Haul out and dispose of spoils.

Estimate: \$10/cy

- Permits, survey and staking by others.

PAYMENT DUE immediately upon its delivery of an invoice outlining the work provided and amount due. A time differential of 1.5% per month shall be imposed upon all invoices unpaid after 15 days.

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

We appreciate being given the opportunity to quote on this project.

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from these specifications will become an extra charge over and above the estimate. We are fully covered by Commercial Liability and Worker's Compensation insurance.


Joel Voss, Project Manager/Estimator

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature

Date

Midway Electronics, Inc.
 1250 N McKinley Ave.
 Rensselaer, IN 47978-2068 US
 219-866-3716
 sales@midwaynet.net

Estimate



1250 N. McKinley Ave.
 Rensselaer, IN 47978
 Phone: 866-3716
 Toll Free: 1-800-992-5689
 Fax: 866-7915

ADDRESS
County of Leelanau Michigan 8527 E Government Center Dr Suttons Bay, MI 49682

SHIP TO
County of Leelanau Michigan 8527 E Government Center Dr Suttons Bay, MI 49682

ESTIMATE #	DATE	EXPIRATION DATE
21721	03/19/2024	03/29/2024

SALES REP
 Mark Crabtree

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Project	Construct access drive from Kitchen Rd to Northport Tower compound using county provided easement from Kitchen Rd. Access drive needed to support construction equipment for the Northport Tower and Compound Project.	1	110,000.00	110,000.00

Terms
 60% down upon acceptance of this estimate.
 40% due January 2025

SUBTOTAL	110,000.00
TAX	0.00
TOTAL	\$110,000.00

Accepted By

Accepted Date

February 26, 2024

Leelanau County Office of Emergency Management
Attn: Matt Ansorge
8527 E Government Center Dr
Suttons Bay, MI 49682

Leelanau Township Tower Drive
N Kitchen Rd, Leelanau Twp
Phone: 231-256-8775
Email: mansorge@leelanau.gov

Excavation Proposal Includes the Following Detail: BASE BID

- Mobilize equipment
- Furnish and install soil and erosion measures
- Clear trees in drive area
- Burn brush and stumps on site
- Strip and save the existing topsoil
- Balance and compact road to proposed grades provided
- Place any excess fill and topsoil in fill area along the road
- Construct drainage ditch at the entrance
- Subgrade and compact road
- Furnish, place, and compact 6" of 23A road gravel
- Respread the existing topsoil
- Seed and mulch disturbed areas, place mulch blanket on slopes

*****Proposal based on site plans provided, dated 10/11/23*****

WE HEREBY PROPOSE to furnish material and labor – complete in accordance with these specifications for the sum of:

Ninety-Two Thousand Two Hundred Fifty-One Dollars and 00/100 BASE BID: \$92,251.00

PAYABLE AS FOLLOWS: Per Draws

Possible Costs or Services Not Included in the Base Bid:

- Permits
- Culvert
- Trucking Material Off Site

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner in accordance with standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed upon receipt of written change orders and will become an additional charge over the estimate. All agreements contingent upon strikes, accidents, or delays are beyond our control. Owner shall carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance. The terms and conditions attached hereto or appearing on the backside of this proposal are included for reference.

Authorized Signature: _____ Note: This proposal may be withdrawn if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL – The prices, specifications, and conditions are satisfactory and are hereby accepted. Popp Excavating is authorized to perform the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____ Signature: _____

General Terms & Conditions

Written Agreements Only

All items, agreements, and conditions relating to this contract are only those listed herein. No modifications of this proposal will be valid unless it is in writing and signed by all parties of this proposal.

Timeframe for Acceptance

This proposal must be accepted by the customer within 30 days of the date on the proposal. If not accepted within that period, Popp Excavating may withdraw the proposal at its sole discretion and the proposal considered void. This proposal is not binding until Popp Excavating has received the signed acceptance within 30 days.

Estimated Quantities

Quantities for labor and materials are approximate for estimation purposes only. It is understood that totals may vary based on actual quantities used and payment will be made based on actual quantities, unless otherwise indicated.

-If additional septic tanks or fields need to be installed per the health department permit, this would be an additional expense.

-If heavy soils need to be removed or replaced with clean soil to install a proper septic system, this would be an additional expense.

-If heavy soils need to be removed or replaced with clean soil for proper dig or backfill, this would be an additional expense.

-Excavation costs are based on sandy to medium soils. Any removal or replacement of soils with clean sand would be an additional charge.

-Proposal is based on clear and open site conditions; additional charges may apply if the site is not ready for excavation.

-No costs have been included to remove snow or frost for proper dig or backfill.

Damage – Landscaping/Vegetation, Irrigation

Popp Excavating shall not be held responsible for damage to landscaping, trees, or vegetation that may occur during the project. Nor will Popp Excavating be obligated to remove or replace damaged landscaping or vegetation.

-Popp Excavating is not responsible for any asphalt or concrete damage due to regular construction traffic.

-Irrigation damage caused during excavation is possible. Popp Excavating cannot be held responsible for repair or replacement.

-Repairs to new rock walls for damage caused by waves or ice is not covered by warranty work and would be an additional expense.

Underground Utilities/Structures

The customer is responsible for disclosing the existence and location of all possible underground private utilities or structures prior to excavation.

Seeding Warranty

Warranty on all seeding is VOID when proper irrigation is not in place.

Permits

No permits are included in this proposal. The customer is responsible for providing Popp Excavating with the necessary permits and/or assessments prior to the start of excavation.

Delays

Popp Excavating shall complete the project in a reasonable time and shall not be held liable for delays beyond its reasonable control, including but not limited to accidents, weather, or strikes.

Unusual Conditions or Circumstances

Should any unusual conditions or circumstances arise that are not specifically referenced in this proposal or are not anticipated by Popp Excavating to be encountered during the execution of this proposal, any resulting additional costs will be the full responsibility of the customer.

Acceptance

All work performed and materials supplied shall be considered accepted if not objected to in writing within 10 days of the completion of the project.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Probate Court</u> Contact Person: <u>Cameron Clark</u> Telephone Number: <u>231-256-9803</u>	Submittal Dates <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>04/09/2024</u>
Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: <u>325 132 801, 375 148 801</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>BIS Digital</u> Address/ Phone: _____ Description: <u>Professional Services</u>
Budgeted Amount: _____ Contracted Amount: <u>\$ 37,847.47</u>	

Document Description
<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization
<p>Courtroom C is in need of upgrading its video and audio recording system. The County's vendor, BIS Digital, has provided an estimate for this upgrade in the amount of \$37,847.47. The Court did make a RAP grant application to the County's Risk Management carrier, the Municipal Risk Management Authority (MMRMA) which, if received, would have covered 50% of these costs. However, this application was turned down. The need still exists, so the Court is requesting the full amount be made available for the purchase and installation of this equipment so that we can operate the Courtroom in both video and in-person fashions.</p>
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners allow for the purchase and installation in the necessary video and audio recording equipment upgrades needed in Courtroom C, which serves both the Probate and Family Courts in Leelanau County. The costs for the project would be included in equal parts from within the Probate and Family Court budgets.</p>

Department Approval: Marian Komrowski Date: 3/15/24



Bill of Materials

Account Name:

Leelanau County Probate/Family (MI)

Quote Name:

I - MAR 2024 - - Courtroom C - Leelanau County Government Center - Leelanau County Probate Court

Quote Number:

Q-8023947

Quote Amount:

\$37,847.47

Date:

3/4/24

Quote Expiration Date:

9/3/24

Account Rep:

Andy Spigner

Account Rep Email:

andy.spigner@bisdigital.com

Account Rep Phone:

(800) 834-7674 x4044

Item	Product Code	Qty	Unit Price	Total Price
PC Tower Spec 2 (Monitor and Disk Drive NOT Included)	BIS-COM-PC-T-S2	1.00	\$1,950.00	\$1,950.00
24" Monitor for PC Height Adjustable w/ Speakers HDMI DP VGA	BIS-24-MON-PC-T	1.00	\$415.00	\$415.00
IP Camera w/12.5mm-50mm Lens (Series 4)	BIS-VC-IP-CR-12550L-S4	5.00	\$1,040.00	\$5,200.00
2nd Video Channel for DCR Products	DCR-AOV-2	1.00	\$375.00	\$375.00
3rd Video Channel for DCR Products	DCR-AOV-3	1.00	\$375.00	\$375.00
4th Video Channel for DCR Products	DCR-AOV-4	1.00	\$375.00	\$375.00
5th Video Channel for DCR Products	DCR-AOV-5	1.00	\$375.00	\$375.00
6th Video Channel for DCR Products	DCR-AOV-6	1.00	\$375.00	\$375.00
Professional Digital PA Mixer DANTE Capable w/8ch USB out and POTS/VoIP Interface	BIS-MX-DAN-USB8PV	1.00	\$5,250.00	\$5,250.00
DANTE Virtual Sound Card (up to 64ch)	BIS-DANTE-V64	1.00	\$150.00	\$150.00
USB Gigabit NIC (10/100/1000)	BIS-NIC-GB	1.00	\$63.00	\$63.00
HDMI Cable (6ft)	BIS-HDMI-6FT-MM	3.00	\$21.00	\$63.00
PoE 4K HDMI IP Video Encoder (Single Channel)	BIS-IP-VE-HDMI-MW-POE	1.00	\$805.00	\$805.00
4K/60 HDMI Distribution Amplifier 1x2 (HDCP 2.3 Compliant)	BIS-EXTRN-DA2-HDMI-4K-HDCP2.3	1.00	\$975.00	\$975.00
Multi-Channel Amplifier (4ch 60W)	BIS-AMP-MC-460	1.00	\$1,150.00	\$1,150.00
24-port Network Switch 2x 10GB 24x PoE+ (720w)	BIS-NS-M4300-GSM4328PB	1.00	\$3,600.00	\$3,600.00



Item	Product Code	Qty	Unit Price	Total Price
Assisted Listening System IR SY7 w/ PoE	BIS-ALS-IRSY7-POE	1.00	\$1,730.00	\$1,730.00
CAT6A Patch Cable Shielded (3ft)	BIS-CAT6A-STP-03-BLK	2.00	\$15.50	\$31.00
CAT6 Cable BK (Plenum) - 500ft Roll	BIS-W-CAT6-500	2.00	\$325.00	\$650.00
Speaker Wire 16AWG (Plenum) - 500ft Roll	BIS-W-SPKR-16AWG-500ft	2.00	\$215.00	\$430.00
Installation Supplies	BIS-INST-SUP	1.00	\$316.13	\$316.13
Shipping/Handling	S/H	1.00	\$1,561.84	\$1,561.84
On-site Setup, Installation and Training	SIT	1.00	\$9,900.00	\$9,900.00
Annual REMOTE SUPPORT (Hardware Replacement NOT Included) - Contract to be Issued Upon Installation	NMNT-REM	1.00	\$1,732.50	\$1,732.50

Total (Before Tax): \$37,847.47



Terms and Conditions

Effective Period	This Quote (Q-8023947) is valid through September 3, 2024
Tax Status	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
Payment Terms	<p>Deposit: All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.</p> <p>Balance: For installations, the remaining balance is to be paid on the completion of the installation. For orders, the remaining balance is to be paid on the delivery of goods at the customer site.</p>
Cancellation	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all cancelled orders.</p>
Limited Warranty	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
Software Assurance	Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.
Substitutions	Unforeseen supply chain disruptions or component shortages may impact availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.



Quote (Q-8023947) Accepted By

Full Name (Print):

Title:

Signature:

Date:

PLEASE NOTE:

By signing above and or providing a purchase order number below, your organization is agreeing to the above price, terms, and conditions, and is authorizing BIS Digital, Inc. to order, install, and bill for the equipment listed herein.

Accounts Payable Information

Full Name (Print):

Phone Number:

Email Address:

Fax Number:

Purchase Order Required for Processing?:

YES NO

Purchase Order Number:



Installation (I) - BIS-3000911

Leelanau County Probate Court

Andy Spigner
andy.spigner@bisdigital.com

Courtroom C

Will this Scope of Work apply to multiple rooms?

No – This scope does NOT consider multiple rooms.

Is the client planning to record with DCR?

Yes – the client is using DCR and needs to increase their channels.

Network Approval Process?

Yes

Will an IT Administrator or someone with knowledge of the network be available at the time of installation?

Yes – Client confirmed contact information below.

Liana Wilson lwilson@leelanaucounty.gov (231) 256-9803

Were the end-to-end workflows of the room, the existing system, and how the new system will be installed to satisfy workflow needs documented for client review and approval?

Yes – A full description has been documented below.

Installation (I) Description / Notes:

Replace existing Nexia CS DPS, Whirlwind splitter, Motu 8 Pre USB mixer and Samson 2-channel amplifier in the rack with new audio components. Re-use existing microphones in the courtroom. Re-use the existing ceiling tile speakers for amplification of microphones with new multi-channel amplifier. Upgrade analog cameras with IP cameras for the judge, witness, law table and podium. Capture audio and video of an existing Polycom Group Series codec with DCR. Currently, customer can't use the room when doing a Zoom hearing due to feedback. Customer would like to use the courtroom for in-person, hybrid and fully remote court proceedings. Currently, judge and administrator have to go into their office due to feed back in the courtroom when they host a video call on the Polycom. Court recorder was able to mute the Zoom microphone and eliminate the feedback but as soon as the Zoom microphone was unmuted on the clerk's computer, feedback was heard through the Polycom speakers.

System Video Teleconferencing:

PolyCom, Zoom



General Scope of Work Description for Installations

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our Scope of Work process is an integral part of this commitment. Please note that this document is intended as a preliminary assessment only and may be subject to a final technical assessment of your requirements. Its use is limited to the purpose of allowing you to verify, via signature, whether the listed equipment, software, and installation needs were accurately recorded. The final implementation of equipment and functionality may vary due to factors including but not limited to: budget, infrastructure, and manufacturer constraints. This document does not provide any implied or express warranties, and BIS Digital accepts no liability for any reliance on the information contained within it beyond its intended purpose as an initial work assessment. Unless otherwise specified, the following section lists BIS Digital and client responsibilities for a standard installation.

BIS Digital will be responsible for the following:

- Provision of all necessary labor, supervision, tools, equipment, materials, services, testing, and other expenses for the successful installation and delivery of a complete and operable A/V solution.
- Performance of all work as described in the scope of work, including installation and testing of specified equipment and final circuit terminations in the head-end equipment racks.
- Project management, personnel, supervision, staff, labor, installation planning, scheduling, documentation, installation quality, and testing devices as required to complete the work.
- Furnishing of specified equipment, with the caveat that BIS Digital reserves the right to bill for equipment as stored materials when delivery or installation is not possible.
- Recommendation for the installation of dedicated electrical power at the head-end, end-user equipment, or at the location of final control(s).
- Production of deliverables and any substitutions on a schedule established under a purchase agreement.

The client will be responsible for the following:

- Preparation of the installation site, including but not limited to carpentry, network connection installation, and electrical work.
- Provision of scaffolds, ladders, or high-reach equipment for installation work in ceilings over 14 feet. BIS Digital will quote rental equipment as needed or upon request.
- Responsibility for any external noise or factors creating noise within the systems not exposed by installed electronic equipment.
- Ensuring that installation structures will support the weight of equipment, including but not limited to wall-mounted displays, hanging loudspeakers, and equipment racks.
- If required, customer-provided contractors will be responsible for the provision, hanging, and installation of all rigid electrical junction boxes, AC power, relay switches, conduits, and any structural reinforcement means as required for the proposed systems.

By signing below, I certify that I am an authorized signer for Leelanau County Probate Court and have reviewed and approve the Scope of Work provided by BIS Digital. I understand that this Scope of Work defines the equipment requirements for the project, and certify this document accurately captures the needs of my organization. I also acknowledge that any changes to the Scope of Work must be approved in writing by all parties involved.

Client Name _____ Signature _____ Date _____



Client Site Preparation Checklist

As part of delivering a seamless experience, there are a few things clients can do ahead of time that greatly impact the speed and efficacy of an on-site or remote installation. In either instance, BIS Digital highly recommends reviewing the client checklist provided below and completing all applicable items within the timeframes listed should you choose us as your technology partner. If you have any questions about the items on this list, please don't hesitate to contact your account manager or call us directly at (800) 834-7674. Thank you!

At least 30 Days Prior to Installation Date:

- Identify the location where the AV equipment will be installed and ensure that it meets the necessary specifications, including proper power and electrical outlets, HVAC, lighting, and structural support.
- Provide BIS Digital with a comprehensive list of all existing AV equipment and systems that will be integrated with the new equipment, including make and model numbers.
- Ensure that all necessary software and firmware updates have been performed on existing equipment.
- Ensure that all required permits and licenses have been obtained, including those related to construction or renovation work as applicable.
- Ensure that any necessary network infrastructure is in place, including existing routers, switches, and firewalls.
- Provide BIS Digital with any applicable IP addresses to ensure that the AV equipment is properly configured to integrate with the network.
- Ensure that the appropriate personnel are present during the installation, including facilities personnel, IT personnel, and any other key stakeholders.
- Establish a clear communication plan with BIS Digital to ensure that any issues or concerns that arise on-site are promptly addressed.
- Coordinate with BIS Digital to schedule any necessary training sessions for end-users to ensure that they are familiar with the AV equipment and its functionality.

If Archiving Recordings to a Network Path:

- Create a dedicated folder on the network for recording files.
- Ensure the Universal Naming Convention (UNC) path is available for that folder.
- Ensure each recording PC will have network access to this path.
- Ensure user logging into a recording computer will have read/write access to this path.

Day Before Installation:

- Provide BIS Digital with any necessary access codes or keys to the installation site.
- Ensure any pre-shipped equipment is accounted for and accessible to the technicians on site.
- Ensure any existing computers will be in proper working order, free of viruses, have internet access, and be in the place where they will be used.
- Provide BIS Digital with any necessary user credentials and network access information to ensure that the AV equipment is properly integrated with the network. If this cannot be provided, please ensure someone with administrator rights will be available during the installation.

Note on Recording Storage:

The DCR recording software can write files to multiple locations simultaneously. BIS Digital will create a C:\DCR Recordings folder on the local recording computer as the primary storage method. A mirror copy can be written to a network, external HD, flash drive, SD card, or CD/DVD. Mirroring to a network location is the preferred method. When mirroring to a network path, any user that intends to record audio/video will also need read/write/modify access to this network path so that the files can mirror successfully. When considering storage methods, BIS Digital recommends revisiting state or local government requirements for long-term storage.

If Archiving Recordings to a CD/DVD:

- Ensure any existing CD/DVD burners meet BIS Digital specifications, function properly, and be installed at each recording computer.
- Ensure any applicable CD/DVD writing software is installed unless purchasing from BIS Digital.
- Provide a sample of writable media for testing/training and going live with the system. CD-R and DVD +R are the supported disk types.



Optimal Specifications for BIS Digital Recording PC Systems (v8.5)

PC Requirements:

2/4 Channel Audio Only

- 8GB RAM (For Windows 7-11 @ 64-bit)
- 500 GB Hard Drive / 8 MB Cache / 7200 RPM
- Intel Core i3 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- Microsoft Windows 7-11 Professional

4/8 Channel Audio w/ 4 Video Channel Max

- 8GB RAM (For Windows 7-11 @ 64-bit)
- 1TB Hard Drive / 8 MB Cache / 10,000 RPM
- Intel Core i5 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- PCIe Slot (For Non-IP Video Solutions Only)
- Microsoft Windows 7-11 Professional

8/16 Channel Audio w/ 8 Video Channels

- 16GB RAM (For Windows 7-11 @ 64-bit)
- 2TB Hard Drive / 8 MB Cache / 10,000 RPM
- Intel Core i7 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- PCIe Slot (For Non-IP Video Solutions Only)
- Microsoft Windows 7-11 Professional

	DCR PC
Location	Clerk
Status	Provide 1 New
Type	Desktop
Existing Audio Channels	8
Existing Video Channels	1
New Audio Channels	8
New Video Channels	6
Primary Storage	Local PC Hard Drive
Secondary Storage	Networked Drive
DCR Access	DCR Player
DCR Control	Recording PC Only

At time of walk, client confirmed recording storage will support files that are produced using system video resolution(s) and frame rate(s):

No – Client did NOT confirm.



Audio Sources

	Location	Status	Placement	Type	Make/Model	DCR Channel	Function
A1	Judge	Use 1 Client-Provided	Desk-sitting	18" Gooseneck (w/ Mute)		1	
A2	Witness	Use 1 Client-Provided	Desk-sitting	15-16" Gooseneck		2	
A3	Podium 1	Use 1 Client-Provided	Desk-mounted	24" Gooseneck		3	
A4	Attorney Table 1	Use 1 Client-Provided	Desk-sitting	Boundary Mic (w/ Stand)		4	
A5	Attorney Table 2	Use 1 Client-Provided	Desk-sitting	Boundary Mic (w/ Stand)		5	
A6	Attorney Table 3	Use 1 Client-Provided	Desk-sitting	Boundary Mic (w/ Stand)		6	
A7	Jury	Use 1 Client-Provided	Shelf-mounted	Boundary Mic (w/ Stand)		7	
A8	Bailiff	Use 1 Client-Provided	Desk-sitting	Boundary Mic (w/ Stand)		8	
A9	Wall B	Use 1 Client-Provided	Wall-mounted	VTC Audio		8	



Speakers

	Location	Status	Type	Zone	Make/Model
S1	Gallery	Use 2 Client-Provided	Ceiling-mounted Speaker	1	
S2	Main Room	Use 4 Client-Provided	Ceiling-mounted Speaker	TBD	ceiling tile skr.



Video Sources

	Location	Status	Placement	Type	Make/Model	Shot	Dist. to Target	Target	DCR Channel	Function
V1	Wall B	Provide 1 New	Wall-mounted	Fixed IP Zoom Camera		Portrait	25'	Judge	1	
V2	Wall B	Provide 1 New	Wall-mounted	Fixed IP Zoom Camera		Portrait	30'	Witness	2	
V3	Wall A	Provide 1 New	Wall-mounted	Fixed IP Zoom Camera		Portrait	35'	Podium 1	3	
V4	Wall D	Provide 1 New	Wall-mounted	Fixed IP Zoom Camera		Wide	30'	Attorney Table 1	4	
V5	Wall D	Provide 1 New	Wall-mounted	Fixed IP Zoom Camera		Medium	35'	Balliff	5	
V6	Wall B	Provide 1 New	Wall-mounted	VTC Video Feed					6	

((BISDIGITAL

Displays

	Location	Status	Placement	Size	Type	Make/Model	Include Audio?	A/V Room Controls?	Annotation Control?
D1	Wall C	Use 1 Client-Provided	Wall-mounted (tilt)	60"	Display		Yes	No	No



Equipment

	Location	Status	Make / Model	Ports Available
Amplifier	Rack Room	Provide 1 New		
Assisted Listening System	Clerk	Provide 1 New		
Desktop/Laptop	Clerk	Provide 1 New		
DSP/Mixer	Rack Room	Provide 1 New		
NAS Drive				
Network Switch	Rack Room	Use 1 Client-Provided	16 port provided in Q-8022017	
Power Conditioner	Rack Room	Use 1 Client-Provided		
Presentation System				
Video Distribution Amplifier	Wall C	Provide 1 New	for Polycom video recording	
Video Input Switcher				
Other (see notes)	Wall C	Provide 1 New	HDMI IP encoder for Polycom video recording	

Rack(s)

	Location	Status	Type	Access	Conduit	Units Available
Rack 1	Rack Room	Use 1 Client-Provided	Open-frame	Indirect (adjacent room)	Existing	12U

Infrastructure

On-site lockable storage?

Yes -- BIS Digital will use on-site lockable storage.

Loading dock?

No -- BIS Digital will quote a rental truck with a lift.

Known asbestos?

No -- Client confirms installation site is free of asbestos.

Conduit available?

Yes -- Conduit can be accessed and approved for use by the building facilities.

Access above ceiling?

Yes -- BIS Digital can access areas above ceilings on-site as needed.

Any ceiling height on-site greater than 12 feet?

No -- Ceiling heights at all locations are below 12 feet.

Cables ran in-wall?

Yes -- Existing infrastructure will support running cables in-wall.

Cables ran on floor with coverings?

No -- Existing infrastructure will not support running cables on the floor or client does not approve the use of coverings to facilitate cable runs.

Equipment mounted on walls, ceilings, or floors as needed?

Yes -- Existing infrastructure will support mounted equipment.

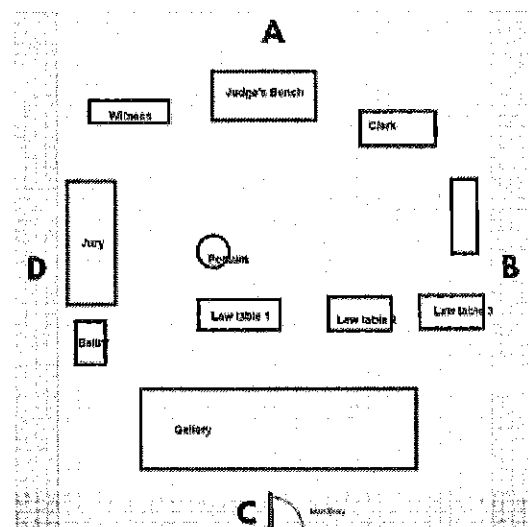
At time of walk, client confirmed that installation structures will support installed equipment as applicable?

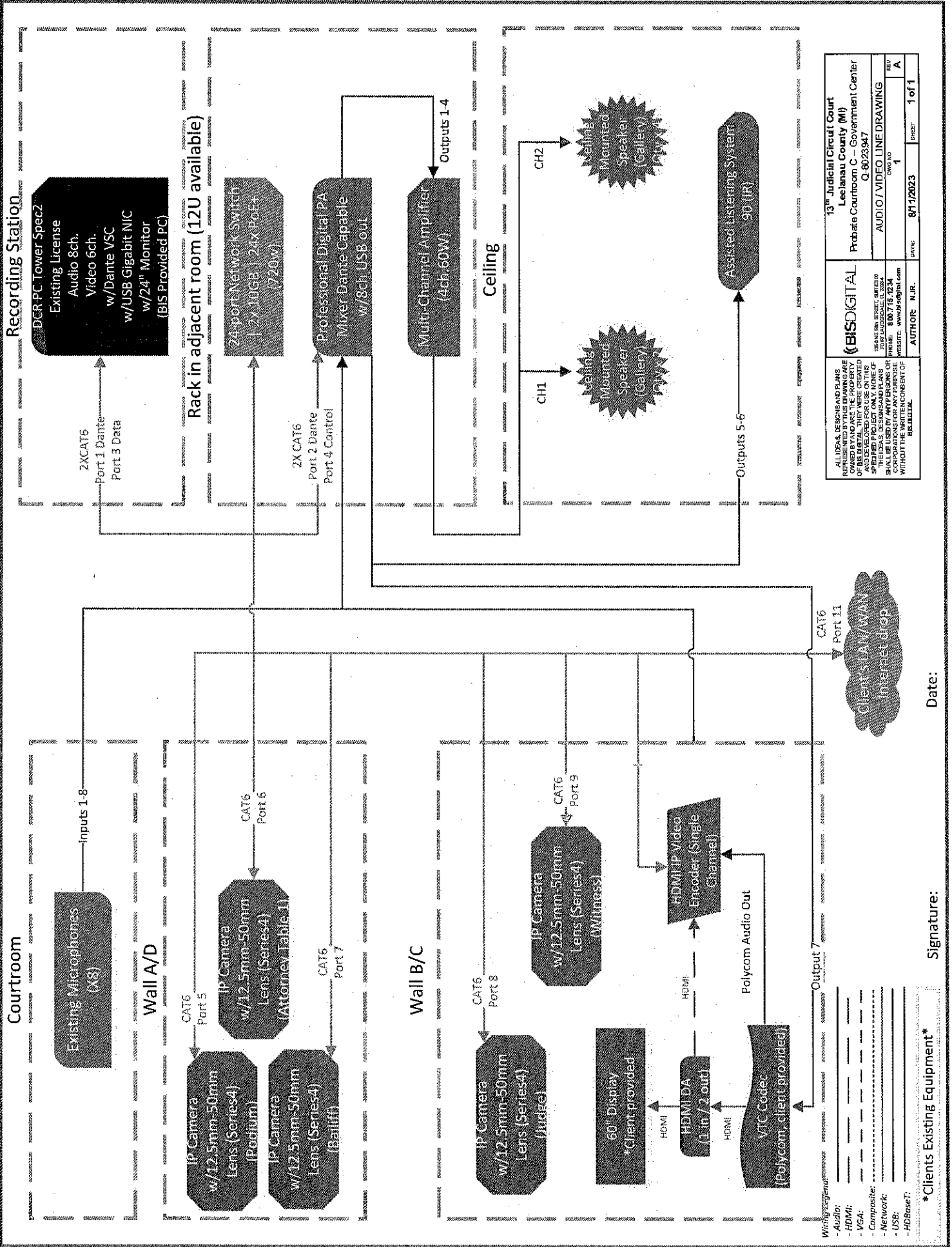
Yes -- Client confirmed structure WILL support installed devices.

At time of walk, client confirmed relocating rack or equipment may require new cable runs for existing equipment as applicable?

Yes -- Client confirmed possible relocation constraints.

Room Diagram:





ALL IDEAS, DESIGNS AND PLANS REFERENCED BY THIS DRAWING ARE THE PROPERTY OF BBS DIGITAL AND DEVELOPED FOR USE ON THIS PROJECT. THESE IDEAS, DESIGNS AND PLANS SHALL BE USED BY ANY PERSONS OR CORPORATIONS FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF BBS DIGITAL.		13th Judicial Circuit Court Leelanau County (MI) Probate Courtroom C - Government Center Q-8023947	
BBS DIGITAL 13000 STATE STREET, SUITE 100 BAY CITY, MI 49707 PHONE: 800.715.1234 WEBSITE: www.bbsdigital.com		AUDIO / VIDEO LINE DRAWING DWG NO 1 REV A	
AUTHOR: N.J.R.		DATE: 8/1/2023	
		SHEET 1 of 1	

Date:

Signature:

Clients Existing Equipment

- Audio;
- HDMI;
- VGA;
- Composite;
- Network;
- USB;
- HD Base T;



Leelanau Conservation District

8527 E. Government Center Drive, Suite 205

Suttons Bay, Michigan 49682

Phone: 1(231)256-9783 Fax: 1(231)256-7851

Soil Erosion & Sediment Control Fees

(Revised – February 7, 2024)

RESIDENTIAL & AGRICULTURAL PERMITS

Soil Disturbance up to 225 sq. ft.	100.00
Soil Disturbance 226 to 500 sq. ft.	150.00
Soil Disturbance over 500 sq. ft. up to one (1) acre	250.00
(Each additional acre or portion of an acre)	75.00
New Construction over 2500sqft (Includes Teardown/Rebuilds)	350.00
Engineered Soil Disturbance Plan up to one (1) acre	500.00
(Each additional acre or portion of an acre)	100.00

COMMERCIAL PERMITS

Soil Disturbance up to 225 sq. ft.	150.00
Soil Disturbance 226 to 500 sq. ft.	300.00
Soil Disturbance over 501 sq. ft. up to one (1) acre	500.00
(Each additional acre or portion of an acre)	125.00
Engineered Soil Disturbance Plan 0 to 500 sq. ft.	600.00
Engineered Soil Disturbance Plan over 500 sq. ft. up to one (1) acre	950.00
(Each additional acre or portion of an acre)	150.00

UTILITIES

Underground pipelines or cables up ½ mile	250.00
(Each additional ½ mile or portion of over the initial ½ mile)	200.00

EXTRACTION SITES

2 acres or less (Two year permit payable January 1)	200.00
Greater than 2 acres (Two year permit payable January 1)	500.00

PERMIT EXTENSIONS & CHANGES

Extensions for permitted projects	½ Original Fee
All permits expire eighteen (18) months after issue and can be extended with fee for nine (9) months.	
No extensions allowed after twenty-seven (27) months. New permit application/fee required.	

APPEALS

Appeal to County Soil Erosion and Sedimentation Control Appeals Board	250.00
Appeals must be made within twenty (20) calendar days of permit issue date.	

VIOLATIONS

After the fact: Construction begins before permit is issued – **Double Fee Imposed**

Permittees MUST contact the Conservation District at the end of the project (all disturbed soils MUST be stabilized), or it will be considered ongoing and require an extension.

Leelanau Conservation District

8527 E. Government Center Dr., Suite 205
Suttons Bay, MI 49682
Phone: 256-9783 or 256-9669 Fax: 256-7851

Soil Erosion & Sediment Control Fees

(Revised – March 1, 2018)

RESIDENTIAL & AGRICULTURAL PERMITS

Soil Disturbance up to 500 sq. ft.	90.00
Soil Disturbance over 500 sq. ft. up to one (1) acre	140.00
(Each additional acre or portion of an acre)	56.00
Engineered Residential up to one (1) acre	196.00
(Each additional acre or portion of an acre)	56.00

BASIC COMMERCIAL

Soil Disturbance up to 500 sq. ft.	100.00
Soil Disturbance over 500 sq. ft. up to one (1) acre	218.00
(Each additional acre or portion of an acre over the initial acre)	78.00

ENGINEERED COMMERCIAL

Soil Disturbance up to 500 sq. ft.	100.00
Soil Disturbance over 500 sq. ft. up to one (1) acre	336.00
(Each additional acre or portion of an acre over the initial acre)	112.00

UTILITIES

Underground pipelines or cables up ½ mile	190.00
(Each additional ½ mile or portion of over the initial ½ mile)	140.00

EXTRACTION SITES

2 acres or less (Two year permit payable January 1)	\$140.00
Greater than 2 acres (Two year permit payable January 1)	360.00

WAIVERS

Waivers may be granted for some minor disturbances less than 225 sq. ft. (Contact Leelanau Conservation District office for waiver eligibility)	\$25.00
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PERMIT EXTENSIONS & CHANGES

Extension requested prior to expiration date.	1/4 original fee
Extension requested after expiration date.	1/2 original fee
All permits expire one (1) year after issue and can be extended with fee for one (1) year.	
No extensions allowed after two (2) years. New permit application required.	

APPEALS

Appeal to County Soil Erosion and Sedimentation Control Appeals Board	\$200.00
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VIOLATIONS

After the fact – Construction begins before permit is issued - Double fee may be imposed.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Senior Services</u> Contact Person: <u>Lena Vander Meulen</u> Telephone Number: <u>231-256-8121</u>	Submittal Dates <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>04/09/2024</u>
Financial/Source Selection Method <input checked="" type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Grant dollars from AAA</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Area Agency on Aging of Northwest Mi</u> Address/ Phone: <u>1609 Park Drive</u> <u>Traverse City, MI 49696</u> Description: <u>Professional Services</u>
Budgeted Amount: _____ Contracted Amount: <u>\$ 1,450.00</u>	
Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization	
<p>The Area Agency on Aging of Northwest Michigan has received grant funds for the purpose of supporting caregivers. To create a sustainable program, Leelanau County Senior Services will attend a Train the Trainer session and maintain a caregiver support program in Leelanau County to assist seniors with dementia and their caregivers. The grant money will cover the cost of up to 5 staff members attending a Dementia Caregiver Series (DCS) Train the Trainer session. The reimbursement rate for each attendee is \$150.00. In addition to this, LCSS has agreed to conduct a minimum of two Dementia Caregiver Series (DCS) workshops before September 30, 2024. The reimbursement rate for each workshop is \$500.00.</p>	
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners approve the agreement between Area Agency on Aging of Northwest Michigan (AAANM) and Leelanau County Senior Services to support AAANM caregiver support programming through the Dementia Caregiver Series. The contract agreement is March 21, 2024 to September 30, 2024, pending Legal Counsel review and approval.</p>	

 Department Approval: Lena Vander Meulen

 Digitally signed by Lena Vander Meulen
 Date: 2024.03.21 12:05:05 -04'00'

 Date: 03/21/2024

Agreement

This Agreement is between the Area Agency on Aging of Northwest Michigan (AAANM) located at 1609 Park Drive, Traverse City, MI and the following agency: Leelanau County, a municipality and political subdivision of the State of Michigan, on behalf of Leelanau County Senior Services (“LSS”).

For and in consideration of the mutual promises set forth in this agreement, the parties do mutually agree as follows:

Term

The term of this contract shall be from March 21, 2024, to September 30, 2024.

Dementia Caregiver Series (DCS) and Compensation

LSS agrees to provide the following services for the following compensation:

- To build capacity in DCS to support AAANM caregiver support programming, LSS staff will attend the DCS Train the Trainer session on April 9, 2024. LSS will be reimbursed at a rate of \$150 per attendee, max of 5.
- Deliver a minimum of two DCS workshop series prior to September 30, 2024, at a rate of \$500 per workshop series.

In support of these deliverables LSS additionally agrees to:

- Invoice AAANM within 30 days of services delivered.
- Provide a record of program attendance including required demographic information.
- Provide AAANM a schedule for class delivery and plan for community promotion.
- Deliver each program according to fidelity.

Indemnity

LSS shall, to the extent authorized under the Constitution and laws of the State of Michigan, indemnify and hold AAANM harmless from liability resulting from the negligent acts or omissions of LSS, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however, that LSS shall not hold AAANM harmless from claims arising out of the negligence or willful malfeasance of AAANM, its officers, agents, or employees, or any person or entity not **subject to AAANM’s supervision or control**. Nothing herein waives governmental immunity.

AAANM shall, to the extent authorized under the Constitution and laws of the State of Michigan, indemnify and hold LSS harmless from liability resulting from the negligent acts or omissions of AAANM, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however, that AAANM shall not hold LSS harmless from claims arising out of the negligence or willful malfeasance of LSS, its officers, agents, or employees, or any person or entity not **subject to LSS’s supervision or control**. Nothing herein waives governmental immunity.

Invoicing

LSS agrees to:

1. Submit invoices to AAANM by the 10th of the month, include program name, instructor name, dates of service, and number of attendees. LSS agrees to email invoices to lannenk@aanm.org or fax to (231) 947-6401.

Leelanau Senior Services and Area Agency on Aging of Northwest Michigan agree to the service terms of this agreement.

Leelanau County for Leelanau Senior Services Authorized Representative

Name: Ty Wessell, Chairperson, County Board of Commissioners Date: _____

Signature: _____ Title: _____

Area Agency on Aging of Northwest Michigan Authorized Representative

Name: Heidi Gustine, MPA Date: _____

Signature: _____ Title: Executive Director

APPROVED AS TO FORM FOR COUNTY OF LEELANAU: COHL, STOKER & TOSKEY, P.C. By: DONALD J. KULHANEK On: April 4, 2024

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Senior Services</u> Contact Person: <u>Lena Vander Meulen</u> Telephone Number: <u>231-256-8121</u>	Submittal Dates <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>03/29/2024</u>
Financial/Source Selection Method	Vendor: <u>MDHHS & BPHASA</u> Address/ Phone: <u>400 South Pine Street, 6th Floor</u> <u>PO Box 30676</u> <u>Lansing, MI 48933 (517) 241-4100</u> Description: <u>Service</u>
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Senior Project Fresh Program</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
Budgeted Amount: _____ Contracted Amount: _____	
Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization Purpose: The Senior Farmers Market Nutrition Program (Senior Project Fresh) will provide coupons for the purchase of fresh, nutritious, unprepared, locally grown fruits, vegetables and honey from authorized farmers markets and roadside stands to individuals aged 60 years and older, or 55 years and older who belong to a Federally recognized Indian Tribe or Urban Tribal Group in Michigan, with gross incomes at or below 185% of the poverty level who reside in Leelanau County LCSS provides enrollment for the Senior Project Fresh program to seniors of Leelanau County based on established guidelines for income, age, and residency verification. To receive coupons, a completed Senior Farmer's Market Nutrition Program Application with signatures for attestation of income is required. The applicant's information is then entered monthly into the Lead Agency Database. In previous years, seniors received 5-10 coupons, each worth \$2.00, to be used at authorized farmer markets and roadside stands between May 1st, 2024 and October 31st, 2024.	
Suggested Recommendation: I move to recommend that the County Board of Commissioners accepts this Memorandum Of Agreement between Michigan Department of Health and Human Services (MDHHS) and Behavioral and Physical Health and Aging Services Administration (BPHASA) and Leelanau County Senior Services for Senior Project Fresh, pending Legal review.	

 Department Approval: Lena Vander Meulen

 Digitally signed by Lena Vander Meulen
 Date: 2024.03.29 11:49:13 -04'00'

 Date: 03/29/2024

between the
**Michigan Department of Health and Human Services
Behavioral and Physical Health and Aging Services Administration
And
Leelanau County Senior Services
For Senior Project Fresh**

Purpose: The Senior Farmers Market Nutrition Program (Senior Project Fresh) will provide coupons for the purchase of fresh, nutritious, unprepared, locally grown fruits, vegetables and honey from authorized farmers markets and roadside stands to individuals aged 60 years and older, or 55 years and older who belong to a Federally recognized Indian Tribe or Urban Tribal Group in Michigan, with gross incomes at or below 185% of the poverty level who reside in Leelanau County.

Coupons will be distributed on a first-come, first-served basis during the period May 1 through September 30, 2024, for redemption during the period May 1 through October 31, 2024.

The MDHHS Behavioral Physical and Health and Aging Services Administration (BPHASA) agrees to:

- A. Provide coupon books based on federal, state, and local dollar allocations.
- B. Provide administrative direction and program coordination to local Senior Project Fresh program lead agencies.
- C. Provide training on the receipt, handling and processing of Senior Project Fresh coupons distributed by BPHASA.
- D. Provide computer-based applications for maintenance of application data.
- E. Conduct a bi-annual audit of program operations, and, when feasible, in-person. BPHASA reserves the right to evaluate more frequently, as needed.
- F. Provide at no charge, *“And Justice for All”* posters.
- G. Provide annual programmatic reports.
- H. Provide regular email updates regarding the program.
- I. Will refund non-spent monies used for purchase of program year 2024 books by the lead agency.

The Senior Project Fresh program site located in Leelanau County assures that:

- A. Individuals enrolled in the Senior Project Fresh program are eligible according to established guidelines (income, age, residence).
- B. Program staff participate in BPHASA offered training in the handling and distribution of Senior Project Fresh coupons.

- C. The program will be promoted and marketed within Leelanau County.
- D. Nutrition education will be provided to all applicants regardless of eligibility. Acceptable nutrition education includes: written nutrition handouts, one-to-one counseling, telephonic and virtual education, group classes, market demonstrations, or other means as approved by BPHASA.
- E. Staff and volunteers working with the Senior Project Fresh program are trained according to USDA guidelines.
- F. Continued registration of participants up to September 30th, or until the lead agency's coupons have been distributed and BPHASA coupon allocations are exhausted.
- G. Signatures for attestation of income are gathered before coupons are distributed.
- H. Applicant data is entered monthly into the Lead Agency Database <http://www.osapartner.net/leadagency> with all entries completed no later than October 15, 2024.
- I. The coupon book numbers of any non-issued coupon books are submitted to BPHASA by October 15th.
- J. All applicants will be provided with referrals to nutrition counseling, congregate meals, home-delivered meals, personal care and chore services, if requested.
- K. All information pertaining to the applicant will be maintained within a secure environment that provides complete client confidentiality.
- L. All applications will be kept by the lead agency for three calendar years in a secure location, as required by USDA guidelines.
- M. Leelanau County assures BPHASA that they are not on the "Excluded Parties List" and may receive coupons from federal funding sources. (<http://www.sam.gov>)
- N. Will provide copies of civil rights policies, nondiscrimination, hearings, appeals, judicial review rights procedures to applicants and participants upon request.
- O. Will display "*And Justice For All*" posters at all distribution sites.
- P. Leelanau County will comply with all state or federal laws regarding nondiscrimination on the basis of race, color, national origin, sex, age or disability (as described in the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the USDA regulation of nondiscrimination (7CFR Parts 15, 15a, and 15b).
- Q. Leelanau County will be accountable for the actions of their employees, especially in regard to civil rights compliance.

SIGNATURES

Meghan E. Groen
Senior Deputy Director
BPHASA

Signatory for Lead Agency

Printed name of Signatory

Date

Title of Signatory

Date

Signatory for Lead Agency

Printed name of Signatory

Title of Signatory

Date

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Senior Services</u> Contact Person: <u>Lena Vander Meulen</u> Telephone Number: <u>231-256-8121</u>	<b style="text-align: center;">Submittal Dates <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>04/09/2024</u>
<b style="text-align: center;">Financial/Source Selection Method	Vendor: <u>Around the Corner Food and Fun</u> Address/ Phone: <u>115 S Waukazoo St.</u> <u>Northport, MI 49670</u> <u>(231) 386-1013</u> Description: <u>Service</u>
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Senior Expo</u> <input type="checkbox"/> Account No.: <u>281.000000-727.003</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
Budgeted Amount: _____ \$ <u>1,200.00</u> Contracted Amount: _____ \$ <u>1,200.00</u>	
Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization <p>LCSS is partnering with Around the Corner Food and Fun to provide food and related services for the Senior Expo, which will take place on June 18, 2024, at Suttons bay High School. Around the Corner Food and Fun will provide 150-200 sack lunches to be distributed to our vendors and seniors participating in the expo. Sack lunches include a cold sandwich, a side, and a cookie.</p>	
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners accept the catering contract between Around the Corner Foods and Leelanau County Senior Services for the purpose of providing 200 sack lunches for the Senior Expo to take place on June 18, 2024, not to exceed a cost of \$1,200.00, pending Legal review.</p>	

 Department Approval: Lena Vander Meulen Digitally signed by Lena Vander Meulen
Date: 2024.03.29 11:55:59 -04'00'

 Date: 03/29/2024



Around the Corner Food & Fun Catering Contract

This Catering Contract is entered into between Around the Corner Foods (“Caterer”) and Leelanau County Senior Services (“Client”) (together, “Parties”) and sets forth the agreement between the Parties relating to catering services to be provided by the Caterer for Client for the event identified in this Contract.

I. Event Details

Client is hiring Caterer to provide food, and related services, for the following event (“Event”):

Date: Tuesday, June 18, 2024

Event drop-off time (for delivery): 10:00am (“Drop-off Time”)

Event start time (for guests): 10:00am (“Start Time”)

Event end time (for guests): 2:00pm (“End Time”)

Location: 500 South Elm St, Suttons Bay, MI 49682 (“Venue”)

Estimated number of guests: 150

2. Services

Sack Cold Lunches: Bagged, labeled and ready for transfer to event coolers, serving 150 - menu attached as exhibit A

Prep tent & table setup: No

Trash disposal for caterer waste: No

Staff for event: None

Catering equipment: ATC providing none

Disposables/serving ware etc: ATC supplying:

150 disposable compostable bags,

150 disposable compostable forks (in bags),

150 disposable compostable napkins (in bags),

Cups/bartending: No bartending provided, no cups provided

Non-alcoholic Beverages: no beverages currently provided

Food Identification: Yes, bags labeled

3. Menu

Food Preferences:

Vegetarian: Yes

Vegan: No

Gluten-Free: No
 Nut-Free: No
 Dairy-Free: No
 Soy-Free: No
 Shellfish-Free: No
 Additional Allergies or Restrictions: None

The Parties have agreed to the menu attached to this Catering Agreement as Exhibit A. Caterer reserves the right to make small changes to the menu if issues arrive on the day of, and key ingredients are unable to be sourced due to reasons beyond the control of the Parties. No alcoholic beverages will be provided or served by Caterer.

4. Coordination with Venue

Caterer will need to have access to the Venue no later than the Drop-off Time for the Event, and no clean-up will be provided. Caterer will need access to Venue on-site coolers for the Drop-off Time for the Event. Client will make all necessary arrangements, at Client's expense, to get this access arranged.

5. Payment Terms

In exchange for the services of Caterer as specified in this Catering Contract, Client will pay to Caterer \$892.50, covering the following:

Service	Price Status	Total
Delivery, Setup & Transfer (required for this Venue)	fixed	60.00
Disposables Budget (bags, napkins, forks, side container, sandwich & cookie sleeves)	fixed	45.00
Custom Cold Sack Lunches - 150 servings (including sandwich, side, cookie)	Variable based on final quantity count	787.50
Grand Total		892.50

Additional servings of the sack lunches will add \$5.25 per additional sack added to the event, with the Guest Count confirmed by Client to Caterer four weeks in advance of the Event. Any additional items added to the Lunches will increase the cost, but that cost will vary depending on what the addition is. As of the signing of this Contract, the total amount is estimated to be \$892.50 ("Estimated Total Cost").

Payment will be made to the Caterer as follows: Payment of costs outlined in this contract due one week prior to the event, Tuesday, June 11, 2024. Any decrease in quantities or totals must be made at least four weeks prior to the event date for an adjustment or refund in contract totals. Any adjustments for quantities must be finalized at least one week in advance of the Event (at the latest).

6. Responsibilities for Related Costs

Client is solely responsible for all costs and/or deposits relating to use of the Venue, and for obtaining any necessary permissions, authorizations, or other requirements of Caterer providing services at the Venue.

7. Insurance and Indemnification

Caterer has general liability insurance relating to Caterer's services at the Event. However, Client will indemnify and hold harmless Caterer for any damage, theft, or loss of Caterer's property occurring at the event, caused by any of Client's guests.

8. Cancellation

If the Client needs to cancel the event, Client must provide written notice to Caterer along with any required cancellation fee described in this Catering Contract, to effect cancellation. Client understands that

upon entering into this Contract, Caterer is committing time and resources to this Event and thus cancellation would result in lost income and lost business opportunities in an amount hard to precisely calculate. Therefore, the following cancellation limitations will apply.

Client Cancellation Timeframe	Fee Due to Caterer at time of Cancellation
90 days or more before the Event	20 percent of the Estimated Total Cost
45-89 days prior the Event	30 percent of the Estimated Total Cost
31-44 days prior the Event	60 percent of the Estimated Total Cost
30 days or less prior to the Event	100 percent of the Estimated Total Cost

The Client's deposit will be credited against the cancellation fees owed. Any balance will be payable upon the notice of cancellation.

9. Legal Compliance

Caterer will work in compliance with all applicable local health department rules and regulations relating to food preparation and food service.

10. Assignment

This Contract cannot be assigned by either Party without the other's written consent, with the exception set forth in paragraph 10, below.

11. Limitation of Remedies

If Caterer cannot fulfill its obligations under this Contract for reasons outside of its control, Caterer may locate and retain a replacement catering company at no additional cost to Client, or refund Client's money in full. Caterer will not be responsible for any additional damages or compensation under these circumstances.

12. Resolution of Disputes

The Parties agree to not post any negative information about the other arising out of this Contract or Event on any online forum or website without providing advance written notice of the intended content thereof, and providing the other party with an opportunity to resolve any issues between the parties amicably.

13. Jurisdiction and Venue

This Contract will be interpreted according to the laws of the State of Michigan and any legal action must be filed in the County of Leelanau in the State of Michigan.

14. Entire Agreement

This document, along with its exhibits and attachments, constitutes the entire agreement between the Parties.

Signature - Laura Cavendish - Around the Corner Foods

Date

Signature - Lena Vander Meulen - Leelanau County Senior Services

Date

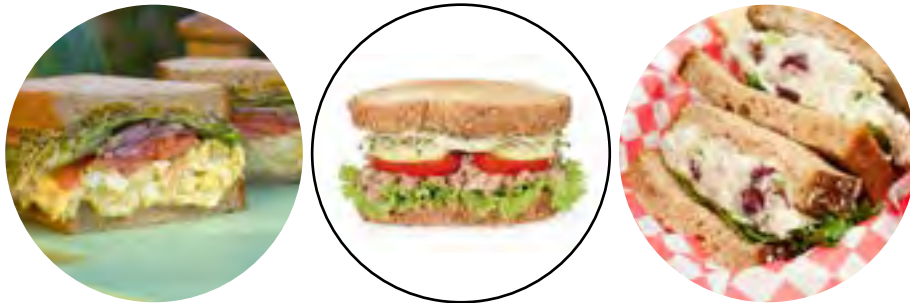


Preliminary Senior Services Expo Menu
 June 18, 2024 150 servings

GF = Gluten-Free V = Vegan VG = Vegetarian

Please check your preferred selections where applicable

**Sack Lunches set and ready in Event Coolers by 10am
 Back Gym of Suttons Bay High School**



SANDWICH OPTIONS - The following menu items will ALL be Included:

Egg Salad (VG) (45 servings) 50/50 White & Wheat Bread

Chicken Salad (60 servings) 50/50 White & Wheat Bread

Tuna Salad (45 servings) 50/50 White & Wheat Bread

COLD SIDE DISHES - The following menu items will ALL be Included: (37-38 servings each)

Broccoli Salad (GF)

Greek Pasta Salad (V)

Creamy Pea Salad (GF)

Pickled Cabbage Slaw (V/GF)





COOKIE - The following menu items will ALL be Included: (37-38 servings each)

- Chocolate Whoopie Pie
- Spumoni Slices

- Iced Orange Cookies
- Ginger Cookie

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Community Development</u> Contact Person: _____ <u>Gail Myer</u> Telephone Number: _____ <u>256-9812</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>04/09/2024</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>04/09/2024</u>
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<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: _____	<u>04/09/2024</u>						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input checked="" type="checkbox"/> Select One: <u>Grant</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ </td> </tr> </table>	Financial/Source Selection Method	<input checked="" type="checkbox"/> Select One: <u>Grant</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ <b style="color: red;">Description: <u>Grant Acceptance</u>				
Financial/Source Selection Method							
<input checked="" type="checkbox"/> Select One: <u>Grant</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							

Budgeted Amount: _____	\$ 31,996.00	Contracted Amount: _____	\$ 31,996.00
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Document Description

Request to Waive Board Policy on Bid Requirements
 Financial Review Completed
 Department Head/Elected Official Authorization

Attached is the 2024 Remonumentation Grant between the State of Michigan Department of Licensing and Regulatory Affairs (LARA) and Leelanau County in the amount of \$31,996.00. This grant has been received annually for many years, and needs to be approved by the County Board of Commissioners.

Suggested Recommendation:
 I move to recommend that the County Board of Commissioners approve the 2024 Remonumentation Grant in the amount of \$31,996.00.

Department Approval: *Gail Myer* _____ Date: 3/18/24 _____

GRANT NO. **BCC 24-45**

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
AND
LEELANAU COUNTY

GRANTEE/ADDRESS:

Gail Myer
County of Leelanau
8527 E. Government Center Dr., Ste. 108
Suttons Bay, MI 49682

STATE GRANT ADMINISTRATOR/ADDRESS:

Nicholas J. Clever, P.S., Director
Office of Land Survey and Remonumentation
Department of Licensing and Regulatory Affairs
P.O. Box 30254
Lansing, MI 48909
Phone: (517) 241-6321
Email: clevern@michigan.gov

GRANT PERIOD:

From: **01-01-2024** To: **12-31-2024**

TOTAL AUTHORIZED BUDGET: **\$31,996.00**

SIGMA Vendor ID: CV0048032
SIGMA Payment Address Code: 037

ACCOUNTING TEMPLATE: 6415137T001

GRANT AGREEMENT

Grant No. **BCC 24-45** from the Department of Licensing and Regulatory Affairs (Grantor) to **Leelanau County** (Grantee), is entered into pursuant to the State Survey and Remonumentation Act, 1990 PA 345 (SSRA) and is subject to the terms and conditions of this Agreement (Agreement).

1.0 Statement of Purpose

A Grant is offered annually to the Grantee in accordance with the requirements of the SSRA. Grantee is only entitled to funds through the Grant if Grantee complies with the provisions of this Agreement.

In accordance with the terms and conditions of this agreement, Grantor will reimburse the eligible expenses incurred by the Grantee to carry out the annual work program set forth and approved by the Grantor.

1.1 Statement of Work

The Grant is conditioned on the completion of three components:

- The Grant Agreement.
- The Grant Application.
- The Grant Completion Report.

The Grantee agrees to undertake, perform, and complete the project in the following manner:

1. The Grantee electronically submits a Grant Application using a form provided by OLSR by emailing bccolsr@michigan.gov no later than 11:59pm on December 31 before the grant year. See MCL 54.274(1)(a) and Section 1.2 of this Agreement. OLSR will not approve a Grant Application for payment until the following are met:
 - a. The Grant Agreement has been approved and electronically signed by the Grantee.
 - b. The Grant Application was received before the statutory deadline.
 - c. The Grant Application outlines how funds will be expended, and a list of the corners expected to be completed and conforming with the approved County plan. See MCL 54.274 (1)(b). The Application must be submitted on the proper form provided by OLSR.
 - d. The Grant Completion Report for the previous grant year has been received and acknowledged by OLSR, and all Land Corner Recordation Certificates (LCRC) are entered by the Grantee. See MCL 54.274 (1)(b).
2. OLSR emails the approved Grant Application and the Grant Agreement to LARA Finance and Administrative Services Director, or their designee, for review and electronic signature. Once approved and signed, LARA will email the Grant Agreement and approved Grant Application to the specified grantee for electronic signature. Instructions for the use of the electronic signature software can be requested by email to bccolsr@michigan.gov.

3. The Grantee will electronically submit a Grant Completion Report at the conclusion of the Grant year or when granted funds are used by emailing the proper form to bccolsr@michigan.gov. See Section 1.4 of this Grant Agreement. There is no firm deadline for the Grant Completion Report. However, as noted above in Section 1.1.2 of this Grant Agreement, initial payment for the following grant year will not be made until the Grant Completion Report is electronically submitted to, and approved by, OLSR. OLSR will not approve a Grant Completion Report for payment until the following are met:
- a. The Grant Completion Report is signed by the County Grant Administrator.
 - b. All LCRCs completed under the Grant and all walk-ins are entered into Accela by the county.
 - c. Copies of all invoices paid by the county for the grant year are scanned and included with the Grant Completion Report. Any amount shown on the Grant Completion Report must be justified with invoices. These invoices include:
 - i. Any supplies and material needed for the physical monuments.
 - ii. Any professional fees for contract surveyors, which outline
 1. the specific corners included in the invoice
 2. tasks included if not paid a lump sum
 3. other fees must be identified
 - iii. A narrative is needed to provide reasons why
 1. corners proposed were not done during this contract year
 2. any corners paid from invoices are not included with an LCRC

1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to release any funds or approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates issued by the Department of Technology, Management and Budget for Classified and Unclassified Employees without the prior written consent of the Grant Administrator. Only Standard mileage rates will be reimbursed.
- C. The Grant Application includes the Budget. The Grantee agrees that all funds shown in the Grant Application are to be spent as detailed in the Grant Application.
- D. Changes in the Budget of less than 5 percent of the total line item amount do not require prior written approval, but the Grantee must provide notice to the Grant Administrator.
- E. Changes in the Budget equal to or greater than 5 percent of the total line item amount will be allowed only upon prior review and written approval by the State Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

1.3 Payment Schedule

- A. The maximum amount of grant assistance offered is **\$31,996.00**. An initial payment of **\$12,798.40** (40 percent of the State Grant Amount) shall be made to the Grantee upon submittal of the previous Grant Year Completion Report and all required documentation to the State Grant Administrator as explained in Section 1.1.
- B. Progress payments up to a total of 85 percent of the Total Authorized Budget may be made upon submission of a Grantee request indicating the grant funds received, project expenditures incurred, and objectives completed to date, as well as backup documentation for all expenditures. Backup documentation must include a printout of the 245 grant account, invoice copies, and a payroll printout for any county costs supported with the grant and be maintained for audit purposes in order to comply with this Agreement.
- C. Payment of the final 15 percent of the grant amount shall be made after completion of the project and after the State Grant Administrator has received and approved the Completion Report and supporting documentation as specified in this Agreement.

1984 PA 279 states that the State shall take all steps necessary to assure that payment for goods or services is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

1.4 Program Performance - Monitoring, Reporting and Documentation

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished and provide a status report to the State Grant Administrator upon request.
- B. Reporting (see 1.4.C. for documentation requirements):
 - 1. The Grantee **may submit** to the State Grant Administrator a Progress Report as soon as July 1 of the grant year but no later than September 30 of the grant year with backup documentation for work completed and expenditures incurred during the reporting period.
 - 2. The Grantee **must submit** to the State Grant Administrator a Grant Completion Report as explained above. There is no firm deadline for the Grant Completion Report to be submitted, but no funds will be released for the next year until the Grant Completion Report is received by OLSR.
- C. Documentation. Backup documentation must include the following, as applicable:
 - 1. A written narrative of the total work accomplished during the grant year, including an explanation for any additional work completed that was not specified in the approved Grant Application, any work not completed that was specified in the approved Grant Application, and any changes in an approved line item of the budget approved in Grant Application (submit for Grant **Completion Report only**).

2. A narrative of any coordinated efforts with other organizations to complete the project (submit for Grant **Completion Report only**).
3. Invoices:
 - a. An invoice from all Peer Review Group members, each surveyor or any other service provider for all services provided to the Grantee under this Agreement, and other supplies and purchases, as outlined in the approved Grant Application (submit for **Progress Report and Grant Completion Report**).
 - b. A detailed breakdown and backup documentation for any county costs charged to the program as outlined in the approved Grant Application (submit for **Progress Report and Grant Completion Report**).
4. General Ledger: The County Treasurer's print-out of the State Survey and Remonumentation grant account or equivalent ledger providing a detailed history of each transaction occurring within the account, including all payroll, indirect and/or overhead expenses. If not itemized in the ledger, a salary and fringe benefits breakdown must also be submitted for all administrative staff (submit for **Progress Report and Grant Completion Report**).
5. A recorded LCRC prepared in compliance with the Corner Recordation Act 1970 PA 74 (CRA) and SSRA for each corner shall be submitted through the Accela Citizen Access (ACA) portal. The LCRC shall include geodetic coordinate values for each corner recorded, signed by the county representative and reflect the date of the peer review group meeting at which the corner was reviewed. The county representative will notify the State Grant Administrator when all the contract corners are entered through ACA for the grant year.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. See **Section 1.2. Detailed Budget**.

2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant,

and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Grant Application must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. In its request for approval of the State Grant Administrator, Grantee must include the following: (1) a definition of the specific equipment Grantee wishes to purchase; (2) an explanation for why the equipment is necessary to complete the Statement of Work; (3) an explanation of why Grantee could not complete the Statement of Work by renting comparable equipment rather than purchasing it; (4) the anticipated life of the equipment; (5) the amount of anticipated maintenance fees required to maintain the equipment and the length of time those fees will need to be paid; (6) whether Grantee intends to pay maintenance fees using current and/or future grant awards; (7) explanation of any housing requirements for the equipment; (8) whether Grantee intends to rent out to a third party; (9) and the agreement by Grantee that, if it rents or sells the equipment, Grantee will remit any and all rental or sale proceeds to the State.

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.8 Records Maintenance, Inspection, Examination, and Audit

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

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

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

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

The Grantee agrees that all procurement of Professional Services will be conducted using Quality Based Selection (QBS). The Grantee may use QBS scores to assign work based on complexity.

3.0 Liability

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

3.1 Reserved

3.2 Safety

The Grantee, and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules,

ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs, including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.4 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with

respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.6 Non-Discrimination

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

3.7 Unfair Labor Practices

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

3.8 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

3.9 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

4.0 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4.1 Certification Regarding Debarment

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

4.2 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

4.3 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens.

4.4 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

Grantee is required to possess in order to perform under this Grant.

4.5 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6 Assignment

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

4.7 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.8 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

5.0 Severability

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

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2 Signatories

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

E-SIGNED by Laura Kwiecien
on 2024-03-05 08:56:48 EST

2024-03-05 08:56:48 UTC

Laura Kwiecien, Director
Procurement & Administration Division
Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs
State of Michigan

Date

E-SIGNED by Gail Myer
on 2024-03-05 14:54:41 EST

2024-03-05 14:54:41 UTC

Gail Myer
Interim Planning Director/County Grant
Administrator
County of Leelanau

Date

GRANT NO. **BCC 24-45**

SURVEY & REMONUMENTATION APPLICATION / PROGRESS / COMPLETION REPORT

Michigan Department of Licensing & Regulatory Affairs Bureau of Construction Codes Office of Land Survey & Remonumentation PO Box 30254, Lansing, MI 48909 1 st Floor Ottawa Building 611 West Ottawa Street, Lansing, MI 48933 Phone 517-241-6321 E-Mail: bccolsr@michigan.gov www.Michigan.gov/bcc	Grantee/County: <u>Leelanau County</u> --Section below for OLSR staff use only-- Grant # _____ VCUST# _____ Address Code _____ GG # _____ Template: _____
---	---

Grant Year: 2024

\$31,996	State Grant Award		
Grant Application Payment Request		Grant Application Proposed Corners	
\$12,798.40	Start-Up Payment (40% of Grant Award)	8	Corners anticipated to be paid with funds
\$19,197.60	Balance after Start-Up Payment	Corners Completed	
Progress Report Payment Request		Corners completed & paid with grant funds	
	Amount Requested (up to 85% of Grant)		Corners completed & paid by others
	Grant Balance after Progress Report		Corners revisited & paid with grant funds
Completion Report Payment Request		Corners revisited & paid by others	
	Amount Requested (up to 100% of Grant)		Common corners entered into Accela twice
	Grant Balance after Completion Report		Number of records entered into Accela
			Corners revisited without record

I certify to the best of my knowledge and belief that this report is correct and complete, and all expenditures are for the purposes set forth in and comply with the annual grant agreement.

Is this county on an approved Maintenance Plan during this contract? Yes No

David Flynn
 County Grant Administrator

12-28-2023
 Date

--Section below for OLSR staff use only--

Payment Authorized: \$ _____ Records completed by County in current Grant Year: _____
 Grant Balance: \$ _____ Records remaining to be completed in County Plan: _____

Nicholas J. Clever
 Nicholas J. Clever, P.S. Date _____
 Director, Office of Land Survey & Remonumentation

Administrator	
Name:Gail Myer	Phone:231-256-9812
Email Address planning@leelanau.gov	
Physical Address 8527 E Government Center Dr. Ste. 108	
City, State, Zip Suttons Bay, MI 49682	
Representative	
Name:Vickie Brown	Phone:231-256-7352
Email Addressvickie@leelanaulandsurveying.com	
Physical AddressP.O.Box 701/201 Oak St.	
City, State, Zip Leland, MI 49654	
Address for Payments	
Name:Leelanau County Treasurer	Phone:231-256-9838
Physical Address 8527 E. Government Center Dr. Ste. 104	
City, State, Zip Sutton Bay, MI 49682	

The following section is divided into columns corresponding to the stages of the yearly Remonumentation Grant program, from left to right. Fill out the sections within the column of the current stage, while leaving the information from the previous stages in place. If the county does not submit a Progress Report, leave that column blank.

Budget (Grant Application) column refers to the estimated costs set forth by the County in the Grant Application.

Progress Report column will include any expenditures by the County up to that point. Expenditures must exceed the amount received by the county in the 40% Start-up Payment. Any amount in this column must have receipts or invoices listing completed corners attached for reimbursement.

Completion Report column will include all reimbursable expenditures by the County during the Grant Year. Any amount in this column must have receipts or invoices listing completed corners attached for reimbursement.

County must provide copies of all invoices, receipts, payment vouchers, etc. for any expenditures being submitted for reimbursement under the Remon Grant program. Invoices must be itemized (where applicable) and should not include costs outside of the Remonumentation program. A county requesting payment for a Cost Allocation Program or similar policy must have a complete copy of the Cost Allocation Plan on file with OLSR before payment is made.

County must provide a detailed, itemized budget report for all expenditures under the Remon program. Any payment amount that does not appear on the budget report cannot be considered for reimbursement under the Remon Grant program.

**Remonumentation Program
County Expenditure Detail**

Work Program Expenditures by Line Item	Budget (Grant Application)	Progress Report Expenditures	Completion Report Expenditures
Item A Remonumentation Services	21,600		
Item B Monument Maintenance Services			
Item C Remonumentation Supplies & Materials	1897		
Item D Geodetic Control Maintenance & Operations			
Item E Grant Administrator Fees/Wages	1000		
Item F County Representative Fees/Wages	5399		
Item G Additional Administrative Staff Fees/Wages			
Item H Peer Group	2100		
Item I Administrative Supplies & Indirect Costs			
Totals	31996		

**2024 Leelanau County Remonumentation
Corner List**

NARRATIVE

This year we will be repairing/replacing 3 section corners as noted in the list above – all are corners that we as surveyors working in this county use on a regular basis.

Section corner G03, T28N, R12W, Solon Township is a very remote corner – in a very large swampy area but is needed to complete the monumentation of Section 4. This corner will be difficult to access and require at least 2+ days of surveying. This will be a corner that will cost twice the amount of the other corners on the list.

The remaining corners on the list are meander corners in the county.

**Leelanau County Remonumentation
Year 2024, February 2, 2023
Victoria Brown, P.S. County Representative
Leelanau Land Surveying
231-256-7352
Page 2**

**2024 Leelanau County Remonumentation
Corner List**

Section corners that are damaged or missing – these will be replaced or raised

T28N, R12W Solon Township

C03, Section corner common to Sections 5, 6, 7 & 8

Corner has been paved over – corner needs to be raised, the monument box lid is gone and now the hole dug to use the disk has been filled in with asphalt.

T29N, R14W, Glen Arbor Township

G13 – Corner common to Sections 33 & 34 and Sections 3 and 4, T28N, R14W, Empire Township

This corner is completely gone due to new house construction nearby. Many of the witness trees are gone as well.

T32N, R11W, Leelanau Township

H07 – North ¼ corner Section 22, South ¼ corner Section 15

Monument box is there but the disk (corner) is missing.

2024 new monumentation

Section Corners

T28N, R12W, Solon Twp.

G03 – Section corner common to Sections 3,4,9 and 10

Meander Corners

T28N, R11W, Elmwood Twp.

Meander corner between Sections 20 and 21, North shore of Cedar Lake

Meander corner between Sections 21 and 28, East shore of Cedar Lake

T28N, R13W, Kasson Township

Meander corner between Sections 29 and 30, North shore of Armstrong Lake

Meander corner between Section 6 and Section 1 of T28N, R14W, Empire Twp. on South shore of Big Glen Lake

Meander corner between Section 34, T28N, R13W, Kasson Twp. and COMMON TO Section 3, T27N, R13W, Almira Twp. on East shore of Davis Lake -

T28N, R15W, Empire Township

Meander corner between Sections 13 and 24 – East shore of South Bar Lake

Meander corner between Sections 13 and 24 – West shore of South Bar Lake

COMMON CORNER – Benzie County - Meander corner on North line Section 3 – east shore of Davis Lake, T27N, R13W, Almira Twp. – (common to meander corner on South line of Section 34, T28N, R13W, Kasson Twp., Leelanau County)

8 New Physical corners and 3 Section corners to be repaired/replaced

Leelanau County Remonumentation

Year 2024, February 2, 2024

Victoria Brown, P.S. County Representative

Leelanau Land Surveying

231-256-7352

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Parks & Recreation</u> Contact Person: <u>Gail Myer</u> Telephone Number: <u>256-9812</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td><input type="checkbox"/> Select Meeting Type:</td> <td><u>Executive Board</u></td> </tr> <tr> <td>Date of Meeting:</td> <td><u>04/09/2024</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type:	<u>Executive Board</u>	Date of Meeting:	<u>04/09/2024</u>
Submittal Dates							
<input type="checkbox"/> Select Meeting Type:	<u>Executive Board</u>						
Date of Meeting:	<u>04/09/2024</u>						
Financial/Source Selection Method							
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Deering Tree Service</u> Address/ Phone: <u>12776 S Maple City Rd.</u> <u>Maple City, MI 49664</u> <u>231-228-8733</u> Description: <u>Professional Services</u>						
Budgeted Amount: <u>\$ 5,732.50</u>	Contracted Amount: <u>\$ 5,732.50</u>						

Document Description

Request to Waive Board Policy on Bid Requirements
 Financial Review Completed
 Department Head/Elected Official Authorization

This request is for the purchase of engineered wood fiber mulch, which will be spread underneath the playground equipment at the Myles Kimmerly Park. The attached report from Michigan Municipal Risk Management Authority (MMRMA) listed this as a safety concern.

The following three quotes were received:

GetMulch.com
 20 S. Main St., Ste. 240
 Winter Garden, FL 34787
 \$14,145.00 For mulch, delivery and blown-in installation.

Home Depot
 Internet quote
 \$14,657.50 For mulch and delivery, but not installation.

Deering Tree Service
 12776 S. Maple City Rd.
 Maple City, MI 49664
 \$5,732.50 For mulch and deliver, but not installation.

The Parks & Recreation Commission would like to do business locally.

At their April 3rd meeting, the Parks & Recreation Commission passed the following motion on a 6-1 vote:

Motion by Ross, seconded by Frerichs, to recommend to the County Board of Commissioners to waive board policy and approve the purchase of engineered wood fiber mulch for the Myles Kimmerly Park, from Deering Tree Service, in an amount not to exceed \$6,732.50.

Suggested Recommendation:

I move to recommend that the County Board of Commissioners waive board policy and approve the purchase of engineered wood fiber mulch, for the Myles Kimmerly Park, from Deering Tree Service, as quoted, in an amount not to exceed \$5,732.50.

Department Approval: _____

Gail Myer

Date: _____

4-5-24



MICHIGAN MUNICIPAL
RISK MANAGEMENT
 AUTHORITY

August 4, 2023

Deborah Allen, County Administrator
 Leelanau County
 8527 E. Government Center Drive
 Suttons Bay, MI 49682

RE: Park Risk Review

Dear Ms. Allen,

Thank you for meeting with me on July 18, 2023. The purpose of the visit was to conduct a risk control assessment of the county park locations for liability and safety to augment your organization's risk management program. The scope of my review primarily addressed the following:

General Park Safety Recommendations

- Consider implementing an asset management program for county buildings and equipment. This will help in establishing funding requirements for life expectancy, replacement, repair, and maintenance needs.
- Develop a maintenance plan for county park equipment and facilities. Document inspections and any work performed. Keep the documentation records onsite for three years, file them for five years and archive for seven years before destroying them. Pull out any reports that are related to a claim until the claim is closed.
- Replace/repair any wood picnic tables that have splinting or cracking to reduce the potential for injury.
- Install hot coal containers at all parks that have grills to reduce the potential for fire.
- Install flammable storage cabinets at county maintenance buildings for the storage of flammable liquids to reduce the potential for fire.
- Unfortunately, we are unable to recommend asset management contractors due to liability.

County Dam and Walkway

- Review the contract for the walkway access requirements. Does the walkway have to be open for public access or hotel guest access? If it doesn't have to be open for either we recommend the walkway be closed and only county employees have access.
- To reduce risk on the walkway if hotel guests are required to use it by contract, limited access



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

is preferred. Guests should have a controlled entrance and exit installed that works with the hotel guests room access cards.

- If the walkway is found to be a public access path it should be handicap accessible and updated with any new construction.
- The walkway should have a structural engineer inspect it for structural integrity to determine the life expectancy, repairs/replacement needed on walkway structure components, determine what is the maximum weight allowed on the walkway at one time and establish a maintenance program.
- Install at least a six-foot barrier to prevent the potential for falling through the openings that exist in the walkway at this time. The metal posts are a head entrapment for young children, as well as the bottom of the barrier that has a gap opening.
- Inspect the wood on the walkway for cracked and deteriorated wood that needs to be replaced and/or resealed to prevent splinters and cuts. Check the nails for trip hazards on the wood walkway.
- The lights running along the walkway have open copper wiring exposed and should be removed/replaced to reduce the potential for electrical shock.
- There should be a written policy on who has the authority to raise and lower the lake level and under what parameters. The dam authority should be required to make that decision and develop the policy.
- The access door to the dam pump room should be secured. Consider installing an electronic card reader access that allows the county to regulate who has access to the room and record when the door is opened and by whom.
- The dam control room access door should have a sign posted on the door to read as follows "Leelanau County Dam Control Room - Employees Only".
- Remove storage of materials from the outside of the dam control room door that are not owned by the county. Any damage to the private materials and equipment stored in the space at this time could be a claim against the county for replacement of damaged items.

Old Settlers' Park

- Mount the fire extinguisher in the grub shack.
- Paint the gazebo to stop the exposed wood from deteriorating.
- Replace or add new surface material under the playground equipment. The material should be at least 8 inches deep and should extend at least six feet around the perimeter of the equipment. The swing set needs material added in front and behind the set. As a guide, measure the height of the top bar and extend the surfacing a distance equal to twice the height of the bar. The material should extend at least six feet outside the swing set.
- The S-hooks on the swing seats must not be wider than the thickness of a dime.
- The county should be responsible for renting out the chapel and require a rental form with a release of liability waiver and insurance requirements when appropriate. Please review the attached Risk Transfer Manual and Community Property Rental and Use and Management of Sports Fields brochure for more information.
- Resurface the wood on the monkey platform. Install wood fence on the metal wire to eliminate the head entrapment hazard. Resurface the wood on the stairway down to the dock



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

- and trim the trees that are low and may cause a person to fall.
- Fill in the dirt next to the dock to eliminate the hole that is a trip hazard.

Myles Kimmerly Park

- When renting out the soccer and baseball fields, require a rental form with a release of liability waiver and insurance requirements when appropriate. Please review the attached Risk Transfer Manual and Community Property Rental and Use and Management of Sports Fields brochure for more information.
- The rubber cover on the playground equipment platform is cracked and worn off, exposing the metal and causing it to rust. Remove the cracked rubber, clean the metal and resurface the rubber. The main structure posts have a cracked plastic covering which allows rain to get inside the metal post and the plastic covering causes the metal to rust. This is an old design and is no longer used because of the plastic cracking. There is no real fix to this issue, you should plan to replace this piece eventually.
- Replace or add new surface material under the playground equipment. The material should be at least 8 inches deep and should extend at least six feet around the perimeter of the equipment. The swing set needs material added in front and behind the set. As a guide, measure the height of the top bar and extend the surfacing a distance equal to twice the height of the bar. The material should extend at least six feet outside the swing set.
- All playground sites should have age-appropriate signage or stickers posted on the equipment stating what age groups it was designed for.

Veronica Valley Park

- Install a ladder at the fishing ponds to aid someone that may fall into the water to exit.
- The Mack bridge has openings in the rails more than four inches and is a head entrapment and fall through hazard. Install boards to reduce the opening to smaller than four inches.
- Replace or add new surface material under the playground equipment. The material should be at least 8 inches deep and should extend at least six feet around the perimeter of the equipment. The swing set needs material added in front and behind the set. As a guide, measure the height of the top bar and extend the surfacing a distance equal to twice the height of the bar. The material should extend at least six feet outside the swing set.
- The walking trail system should have plants and tree limbs trimmed back from the trail at least three to four feet from the trail and tree limbs trimmed at least nine feet above the trail to reduce the risk of injury to visitors.
- The covered bridge should have the rail system extended down the sides of the approach to the bridge to reduce falls over the drop off on the sides as discussed. The bridge has openings in the rails more than four inches making it a head entrapment and fall through hazard. Install boards to reduce the opening to smaller than four inches.



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

MMRMA Services and Resources:

MMRMA's risk control consultants specialize in public-entity risk management in all municipal areas, including law enforcement, fire/EMS, public services, corrections, and parks & recreation. In addition to onsite visits and consultations, MMRMA offers a library of model policies and other resources in the "Members Only" section of our website, www.mmrma.org. Member employees can request a login and subscribe to newsletters and training announcements and view upcoming committee meetings, training, and important deadlines.

MMRMA also helps members mitigate loss exposures through Risk Avoidance Program (RAP) Certification and accreditation (CAP) grants. Applicants can request reimbursement for specialized equipment, risk reduction initiatives, training, and accreditation programs. Details about RAP/CAP grants are available on the website. Please contact MMRMA's Risk Control team whenever you have questions about available services, training, or resources.

I appreciate you and your staff making my visit productive and enjoyable. If I may assist you now or in the future, please contact me.

Sincerely,

Terry Van Doren

Terry Van Doren, CPSI, CYSA, CYSC
MMRMA Senior Risk Control Consultant

cc: Matt Coulson, MMRMA Risk Manager

Attached Resources: Risk Transfer Manual; Community Property Rental and Use and Management of Sports Fields brochures; Facility Condition Assessment Program

1 -Get Mulch - 205 Cu Yd (12" depth) x \$26.50/cu.yd. = \$14,145.00

(Includes EWF, delivery and installation)

https://getmulchbucket.s3.us-east-2.amazonaws.com/quotes/13196_1711455539_13196.pdf

2 - Home Depot - Home Depot Internet Quote. 3/26/2024

Engineered Wood Fiber (EWF). \$71.50/cu.yd. (\$715/10cu.yd.) 205 cu.yd x \$71.50 = \$14,657.50

(Includes EWF, delivery but not installation)

3 - Deerings - Deering Tree Service: Playground EWF Mulch

Phone quote for playground mulch on 3/26/2024 from Zoe. (231)228-8733 205 cu yd @ \$26.50/ cu yd (wholesale price) = \$5,432.50. Assumes 12" depth.

Free delivery for 150 cu yd; \$300 for the remaining 55 cu yd

(Includes EWF, delivery but not installation) = \$5,732.50

Estimate by Scott Bradley, 1 wk (35 hours) county staff time = \$800-1000 for installation. (Perhaps inviting community volunteers to help spread chips?)

Total = \$6732.59

\$ 6,732.50

Hello Leelanau County,

A new quote has been created for you. Please review the information below.



GetMulch.com
20 S. Main St., Ste 240
Winter Garden, FL 34787

orders@getmulch.com
(888) 816-8524

Quote Date: 03/26/2024

Quote Number: 6833

Date of Estimated Service: 04/08/2024

CUSTOMER NAME

Leelanau County

PRIMARY CONTACT NAME

Kama Ross

EMAIL ADDRESS

Kross@leelanau.gov

PHONE NUMBER

(231) 920-4055

LOCATION/ADDRESS

Cedar, MI 49621

SERVICE TYPE

Mulch Types	Quantity	Price	Subtotal
Engineered Playground Chips	205.00 cu. yds.	\$69.00	\$14,145.00
Sales Tax			\$0.00
Total			\$14,145.00

NOTES

Per yard price is good for any volume over 200 yards. Quote is for mulch delivery and blown-in installation. Unless specifically noted as an item, quote does not include any landscaping services, fabric or other materials. Service date will be determined once the quote has been accepted. Site must have access for a semi-tractor trailer and installation areas within 200 feet of pavement. Trucks do not drive off of pavement.

TERMS & CONDITIONS

The actual date of delivery of mulch will be determined at a later date, after the acceptance of this quote. The price includes delivery fees which are estimated and may change once the order is placed. GetMulch.com contracts the supply and delivery of mulch through a local 3rd party verified partner. Installation and delivery truck operators are not responsible for any damage caused by their equipment to the customer's property. GetMulch.com is not responsible for any injury to persons or property damage caused by installation and delivery truck operators. Customer acknowledges and accepts these provisions with the acceptance of this quote. After the acceptance of the quote the total amount will be due in order for the mulch to be delivered. An invoice will be sent where you will have the option to pay online. If you would like to discuss this quote in more detail before you accept or if you have any questions just give us a call at 1 (888) 816-8524.

Deering Tree Service

12776 S. Maple City Rd; Maple City, MI 49664 AND 11623 S. US 131; Mancelona, MI 49659

2024 Mulch Prices - FINAL

<u>Product</u>	<u>Retail / Yard</u>	<u>Wholesale 1</u> (100-499 Yards Per Year)
Premium Shredded Hardwood Mulch	\$25.00 + Tax	\$18.50 + Tax
Premium Red Pine Bark	\$37.00 + Tax	\$24.00 + Tax
Cedar Mulch	\$37.50 + Tax	\$24.50 + Tax
Color Enhanced Mulch	\$38.00 + Tax	\$26.00 + Tax
Landscape Hardwood Chips	\$27.50 + Tax	\$18.50 + Tax
Wood Chips	\$16.00 + Tax	\$14.00 + Tax
Playground Mulch	\$36.00 + Tax	\$26.50 + Tax
Planting Soil; 50/50 Compost & Topsoil Mix	\$37.50 + Tax	\$27.50 + Tax
Compost	\$37.50 + Tax	\$27.50 + Tax
Unscreened Compost	\$35.50 + Tax	\$23.50 + Tax
Sand	\$26.00 + Tax	\$23.50 + Tax

1 Yard Covers A 10'x10' Area - Applied 3" Thick

Mulch Delivery Pricing 1-50 Miles

Dump Truck (1-30 Yards)	\$150.00
Lead (31-75 Yards)	\$300.00
Walking Floor (76-149 Yards)	\$300.00
Walking Floor (150 Yards)	No Charge

Notes On Shredded Hardwood Deliveries:

Shredded HW 25 Yards Max
Shredded HW 70 Yards Max
Shredded HW 139 Yrds Max
Shredded HW 140 Yrds Max

Planting Soil Delivery Prices 1-50 Miles

Dump Truck (1-10 Yards)	\$150.00
Lead (11-20 Yards)	\$300.00
Trains (21-40 Yards)	\$300.00

Compost Delivery Prices

Dump Truck (1-12 Yards)	\$150.00
Lead (13-40 Yards)	\$300.00
Trains (41-80 Yards)	\$300.00

140 -150 Yards (Full Load In Semi)

No Delivery Fee If Within 50 Miles From Maple City or Mancelona Yards



IPEMA ASTM F3351-19E1 CERTIFICATE OF COMPLIANCE

ISSUE DATE: July 24, 2023
Requested By: kcorcoran-3
Project: Deering Tree Service

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD American uses this test method to determine the shock absorption properties of a playground surface at a specific impact height in order to evaluate a particular playground surfacing system using the g-max and HIC values described in Specification F1292.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F-3351-19e1.

TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F3351-19e1 has been met or exceeded.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
001	Certified Playground Mix	CWP - Certified Playground Mix	12" / 12'	Cannonsburg Wood Products





IPEMA ASTM F1292-22 CERTIFICATE OF COMPLIANCE

ISSUE DATE: July 24, 2023
Requested By: kcorcoran-3
Project: Deering Tree Service

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD American validates a manufacturer's certification of conformance to ASTM F-1292-22 Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of a Playground.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F1292-22.

TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F1292-22 has been met or exceeded.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	MANUFACTURER
001	Certified Playground Mix	CWP - Certified Playground Mix	Cannonsburg Wood Products





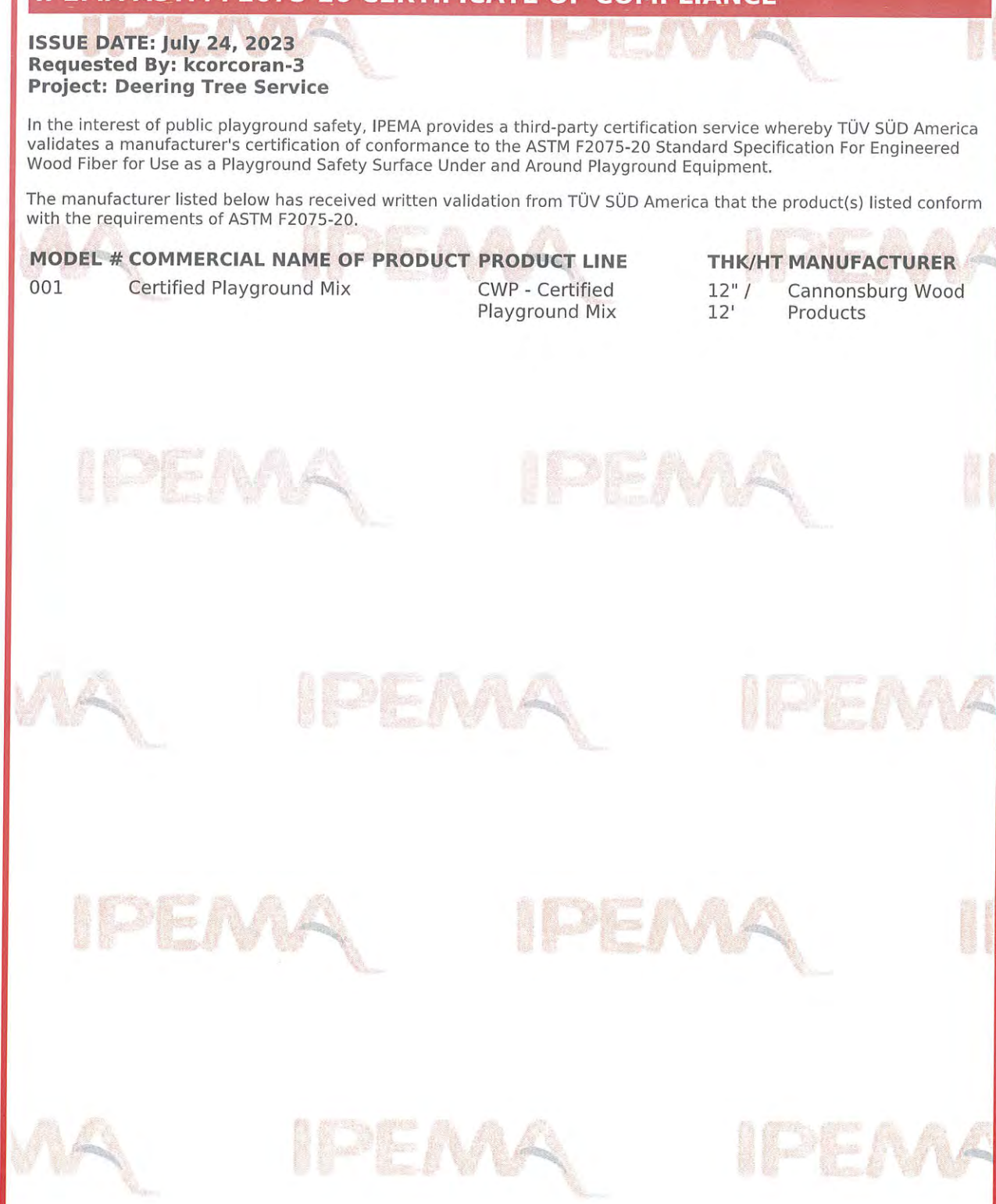
IPEMA ASTM F2075-20 CERTIFICATE OF COMPLIANCE

ISSUE DATE: July 24, 2023
Requested By: kcorcoran-3
Project: Deering Tree Service

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F2075-20 Standard Specification For Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of ASTM F2075-20.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
001	Certified Playground Mix	CWP - Certified Playground Mix	12" / 12'	Cannonsburg Wood Products



EXECUTIVE DOCUMENT SUMMARY

Department: <u>Parks & Recreation</u> Contact Person: <u>Gail Myer</u> Telephone Number: <u>256-9812</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>04/09/2024</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>04/09/2024</u>						
Submittal Dates													
<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>													
Date of Meeting: _____	<u>04/09/2024</u>												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select One: <u>Select One</u></td> <td style="width: 50%;"></td> </tr> <tr> <td><input checked="" type="checkbox"/> Other: _____</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Account No.: _____</td> <td></td> </tr> <tr> <td><input type="checkbox"/> CIP Project?</td> <td></td> </tr> <tr> <td><input type="checkbox"/> If Grant, Match Account No.: _____</td> <td></td> </tr> </table>	Financial/Source Selection Method		<input type="checkbox"/> Select One: <u>Select One</u>		<input checked="" type="checkbox"/> Other: _____		<input type="checkbox"/> Account No.: _____		<input type="checkbox"/> CIP Project?		<input type="checkbox"/> If Grant, Match Account No.: _____		Vendor: <u>Laggis Fish Farms, Inc.</u> Address/ Phone: <u>08988 - 35th Street</u> <u>Gobles, MI 49055</u> <u>269-628-2056</u> Description: <u>Professional Services</u>
Financial/Source Selection Method													
<input type="checkbox"/> Select One: <u>Select One</u>													
<input checked="" type="checkbox"/> Other: _____													
<input type="checkbox"/> Account No.: _____													
<input type="checkbox"/> CIP Project?													
<input type="checkbox"/> If Grant, Match Account No.: _____													
Budgeted Amount: _____ Contracted Amount: <u>\$ 8,566.00</u>													
Document Description													
<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization													
<p>This request is for the purchase of approximately 2,000 hybrid bluegill fish for the Veronica Valley Kids Fishing Day event. The Parks & Recreation Commission has been purchasing fish for this event for many years.</p> <p>The Parks & Recreation Commission unanimously passed the following motion at their April 3rd meeting:</p> <p>Motion by Popa, seconded by Beduhn, to recommend to the County Board of Commissioners, to approve the purchase of fish from Laggis Fish Farms to restock ponds at Veronica Valley Park in preparation for Kids Fish Day, in an amount not to exceed \$8,566.00.</p>													
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners approve the purchase of fish from Laggis Fish Farms to restock ponds at Veronica Valley Park in preparation for Kids Fish Day, in an amount not to exceed \$8,566.00. Funds to come from 101.850.756.727.000.</p>													

 Department Approval: Gail Myer

 Date: 4 / 5 / 24

Historic Veronica Valley Kids Fish Day Costs and Number of Fish Stocked 2005-Present

Year	Pond Name	Fish Species	Fish Size	Fish Number	Fish Cost	Contributor
2005	Kid's	Hybrid bluegill	5-7"	500	\$875	Fish Day Committee
2006	Kid's	Hybrid bluegill	5-7"	700	\$1,225	Fish Day Committee
2006	Kid's	Rainbow trout	10-12"	100	\$155	Fish Day Committee
2007	Kid's	Hybrid bluegill	5-7"	762	\$1,334	Fish Day Committee
2007	Kid's	Rainbow trout	10-12"	150	\$233	Fish Day Committee
2007	Kid's	Largemouth bass	6-7"	150	\$300	Fish Day Committee
2008	Kid's	Hybrid bluegill	5-7"	1300	\$1,885	Fish Day Committee
2008	Kid's	Rainbow trout	12-14"	25	\$50	Fish Day Committee
2009	Kid's	Hybrid bluegill	5-7"	1,628	\$2,360	Fish Day Committee
2010	Kid's	Hybrid bluegill	5-7"	1,000	\$1,450	MDNR
2010	Kid's	Hybrid bluegill	5-7"	1,500	\$2,175	Fish Day Committee
2010	Kid's	Brown trout	14-20"	150	\$230	MDNR
2010	Kid's	Largemouth bass	6-7"	250	\$500	LCPR
2010	Long	Hybrid bluegill	5-7"	1,000	\$1,450	LCPR
2010	Long	Largemouth bass	6-7"	150	\$300	LCPR
2011	Kid's	Hybrid bluegill	5-7"	1,500	\$2,175	Fish Day Committee
2011	Kid's	Brown trout	10-16"	155	\$2,834	MDNR
2011	Kid's	Rainbow trout	15-18"	145	\$2,652	MDNR
2011	Kid's	Hybrid bluegill	5-7"	1,000	\$1,450	LCPR
2011	Kid's	Largemouth bass	6-7"	250	\$500	LCPR
2011	Long	Hybrid bluegill	5-7"	1,000	\$1,450	LCPR
2011	Long	Largemouth bass	6-7"	150	\$300	LCPR
2012	Kid's	Hybrid bluegill	5-7"	1,500	\$1,935	Fish Day Committee
2012	Kid's	Brown trout	10-11"	160	\$2,926	MDNR
2012	Kid's	Rainbow trout		150	\$2,744	MDNR
2012	Kid's	Hybrid bluegill	5-7"	1,000	\$1,290	LCPR
2012	Kid's	Largemouth bass	6-7"	250	\$325	LCPR
2012	Long	Hybrid bluegill	5-7"	1,000	\$1,290	LCPR
2012	Long	Largemouth bass	6-7"	150	\$195	LCPR
2013	Kid's	Hybrid bluegill	5-7"	1,500	\$2,085	Fish Day Committee
2013	Kid's	Brown trout	13-22"	149	\$2,725	MDNR
2013	Kid's	Hybrid bluegill	5-7"	1,000	\$1,390	LCPR

2013	Long	Hybrid bluegill	5-7"	500	\$695	LCPR
2013	Long	Hybrid bluegill	5-7"	500	\$695	LCPR
2014	Kid's	Hybrid bluegill	5-7"	1,500	\$2,385	Fish Day Committee
2014	Kid's	Hybrid bluegill	5-7"	1,500	\$2,385	LCPR
2014	Long	Hybrid bluegill	5-7"	250	\$398	LCPR
2014	Long	Hybrid bluegill	5-7"	250	\$398	LCPR
2015	Kid's	Hybrid bluegill	5-7"	1,500	\$2,433	Fish Day Committee
2015	Kid's	Brown trout	13"	145	\$2,652	MDNR
2015	Kid's	Brook trout	12"	155	\$2,834	USFWS
2015	Kid's	Hybrid bluegill	5-7"	1,000	\$1,622	LCPR
2015	Long	Hybrid bluegill	5-7"	500	\$811	LCPR
2015	Long	Hybrid bluegill	5-7"	500	\$811	LCPR
2016	Kid's	Hybrid bluegill	5-7"	1,500	\$2,482	Fish Day Committee
2016	Kid's	Brown trout	11-15"	155	\$2,834	MDNR
2016	Kid's	Hybrid bluegill	5-7"	1,000	\$1,655	LCPR
2016	Long	Hybrid bluegill	5-7"	500	\$827	LCPR
2016	Long	Hybrid bluegill	5-7"	500	\$828	LCPR
2017	Kid's	Hybrid bluegill	5-7"	1,500	\$2,758.50	Fish Day Committee
2017	Kid's	Brook trout	8-12"	67	\$1,226.00	MDNR
2017	Kid's	Hybrid bluegill	5-7"	1,000	\$1,839	LCPR
2017	Long	Hybrid bluegill	5-7"	500	\$919.50	LCPR
2017	Long	Hybrid bluegill	5-7"	500	\$919.50	LCPR
2018	Kid's	Hybrid bluegill	5-7"	1,500	\$2,814.00	Fish Day Committee
2018	Kid's	Various trout	10-18"	55	\$1,125.00	MDNR
2018	Kid's	Hybrid bluegill	5-7"	1,000	\$1,876	LCPR
2018	Long	Hybrid bluegill	5-7"	500	\$938.00	LCPR
2018	Long	Hybrid bluegill	5-7"	500	\$938.00	LCPR
2019	Kid's	Hybrid bluegill	5-7"	1,500	\$2,964.00	Fish Day Committee
2019	Kid's	Hybrid bluegill	5-7"	1,000	\$1,976	LCPR
2019	Long	Hybrid bluegill	5-7"	500	\$988.00	LCPR
2019	Long	Hybrid bluegill	5-7"	500	\$988.00	LCPR
2020	Kid's	Hybrid bluegill	5-7"	250	\$500.00	Fish Day Committee
2020	Kid's	Hybrid bluegill	5-7"	1,000	\$1,996	LCPR
2020	Long	Hybrid bluegill	5-7"	500	\$998.00	LCPR
2020	Long	Hybrid bluegill	5-7"	500	\$998.00	LCPR
2021	Kid's	Hybrid bluegill	5-7"	1,500	\$3,009	Fish Day Committee
2021	Kid's	Hybrid bluegill	5-7"	1,000	\$3,009	LCPR

2021	Long	Hybrid bluegill	5-7"	500	\$1,003	LCPR
2021	Long	Hybrid bluegill	5-7"	500	\$1,003	LCPR
2022	Kid's	Hybrid bluegill	5-7"	1,500	\$3,045	Fish Day Committee
2022	Kid's	Hybrid bluegill	5-7"	1,000	\$2,030	LCPR
2022	Long	Hybrid bluegill	5-7"	500	\$1,015	LCPR
2022	Long	Hybrid bluegill	5-7"	500	\$1,015	LCPR
2023	Kid's	Hybrid bluegill	5-7"	1,500	\$5,100	Fish Day Committee
2023	Kid's	Hybrid bluegill	5-7"	1,200	\$4,080	LCPR
2023	Long	Hybrid bluegill	5-7"	400	\$1,360	LCPR
2023	Long	Hybrid bluegill	5-7"	400	\$1,360	LCPR

* Red line after 2011 denotes a change in fish providers/ Heather Hettinger taking over the procurement of fish for the pond.

** Costs listed in the table are only for fish; does not include shipping charges.

LAGGIS' FISH FARM INC.

08988 - 35th Street

Gobles, Michigan 49055

Work (269) 628-2056 Days

Res. (269) 624-6215

Evenings till 9:00 PM/Michigan Time

Fax (269) 628-2056

March 29, 2024

Fish Order- Leelanau County Parks & Rec

Hybrid Bluegill Size 5-7":	\$4.08 each	2,000 fish	\$8,160.00
Shipping:	204 Miles @ \$4.00/mi		\$812.00
		Split Ship 1/2	\$406.00
		Total :	\$8,566.00

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Finance/Accounting</u> Contact Person: <u>Catherine Hartesvelt</u> Telephone Number: <u>231-256-8112</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>04/09/2024</u>
Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Lower Level Change Order</u> <input checked="" type="checkbox"/> Account No.: <u>Fund 470</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Benzie Leelanau District Health</u> Address/ Phone: <u>6051 Frankfort Highway, Ste 100</u> <u>Benzonia MI 49616</u> Description: <u>Select One</u>
Budgeted Amount: <u>\$ 356,275.00</u> Contracted Amount: <u>\$ 356,275.00</u>	
Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization	
<p>Attached is an invoice from Benzie Leelanau District Health Department (BLDHD) representing a request for 50% reimbursement for costs relative to a change order to the contract between RCI/Richter Construction and Leelanau County - Lower Level Environmental Health Department Build-out.</p> <p>The invoices relative to the change order for "data cabling" are also attached; RCI/Richter Construction and sub-contractor 45th Property & Power, and Wyant Computer Services. Per Dodie Putney with BLDHD, these vendors have all been paid by BLDHD in full in the total amount of \$8,775.13.</p> <p>According to the Cost Sharing Agreement for the project (BOC approved & signed 10/5/23) "BLDHD also agrees to pay 50% of any additional costs due to change orders. BLDHD shall be promptly advised of any proposed change orders, and change orders shall be mutually agreed upon by the parties before approval by County."</p> <p>Finance needs direction as to how to proceed - there is no BOC approval for the change order nor is there budget to pay either the full cost or 50% reimbursement to BLDHD.</p> <p>Option #1 - Approve the change order and direct Interim Finance Director to provide the BOC with a budget amendment for Fund 470 to increase the budgeted revenue "Contribution by Local Unit" in the amount of \$4,387.57, Fund Balance Forward in the amount of \$4,387.57 (each covering 50%) and increase project expense in the amount of \$8,775.13 and authorize Leelanau County to reimburse BLDHD.</p> <p>Option #2 - up for discussion</p> <p>I am in process of securing waivers of lien from these vendors in relationship to these invoices.</p>	
<p>Suggested Recommendation: I move to recommend that the County Board of Commissioners</p>	

 Department Approval: Catherine L Hartesvelt Digitally signed by Catherine L Hartesvelt
Date: 2024.04.04 11:48:43 -04'00'

Date: _____

V525

Benzie-Leelanau District Health Dept.

INVOICE

6051 Frankfort Highway, Suite 100
Benzonia, Mi 49616 (231) 882-4409

SOLD TO:
Ms. Deb Allen
Leelanau County Administrator
8527 E. Government Center Dr
Suttons Bay MI 49682

INVOICE NUMBER: 02142024
INVOICE DATE: February 14, 2024

RECEIVED

FEB 23 2024

LEELANAU COUNTY
ACCOUNTING/FINANCE

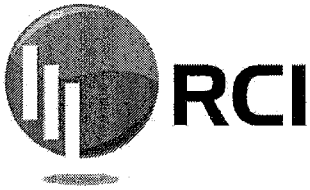
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Construction Reimbursement for Data Cabling		
	45th Property & Power		5,200.00
	RCI P&OH 20%		1,040.00
	Wyant - Cabling Parts & Termination Services		2,884.95
	Less Network Rack		(349.82)
	Less Benzie-Leelanau District Health Dept Cost Share		(4,387.57)
	TOTAL		4,387.57
Questions concerning this invoice?			PAY THIS AMOUNT

DBA

Call: Dodie Putney
(231)882-2113

MAKE ALL CHECKS PAYABLE TO:
Benzie-Leelanau District Health Dept.
6051 Frankfort Highway, Suite 100
Benzonia, Mi 49616

THANK YOU !



January 29, 2024

Scott Newsted
FAH Architecture
891 W. Conway Rd, Unit #16
Harbor Springs, MI 49740

Re: Leelanau County Lower Level
BULLETIN No. 4R Response

Mr. Newsted,

Please find as listed below, a detailed response to BULLETIN No. 4R,

Item No. 1 – Install Cat6 PVC solid core cabling to all DATA drops located in Health Department Space.
Include one (1) cable per data location and three (3) cables at all TV locations.

Item No. 2 – Install DATA rack in Storage Room 11 per drawing sheet E102 dated 12/11/2023.

45 th Property & Power	\$	5,200.00
RCI P&OH @ 20%	\$	1,040.00
Total Item No. 1 & 2	\$	6,240.00

Respectfully Submitted,

RCI | Richter Construction, Inc.

Kyle Richter
Vice President

1/29/2024

RCI | Richter Construction, Inc.

428 W. Commerce Drive, Suite A – Traverse City, Michigan 49685

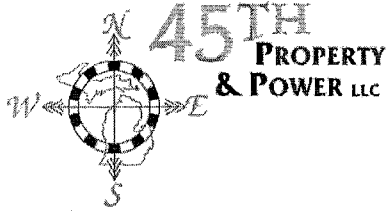
Telephone: 231-668-8497 Fax: 231-668-8507

www.RCI-CGC.com

45th Property And Power, LLC

ESTIMATE

EST2553



Travis Zenner
476 W Commerce Dr.
Traverse City, MI
49685
(231) 620-2432
tzenner@45property.com

DATE

Jan 25, 2024

TOTAL

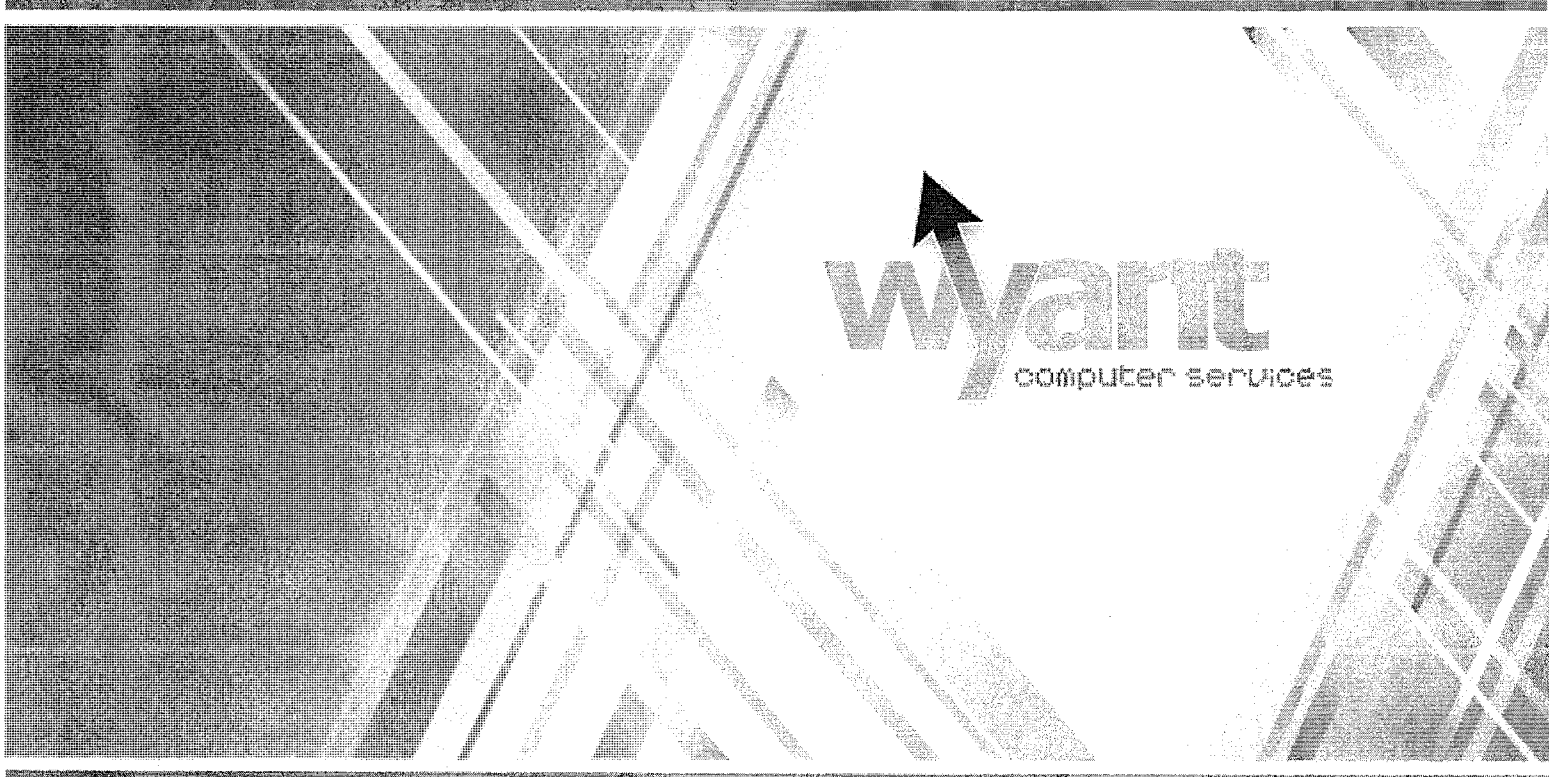
USD \$5,200.00

TO

RCI

428 W. Commerce Drive, Suite A
Traverse City, MI
49685
(231) 668-8497
kyle@rci-cgc.com

DESCRIPTION	RATE	QTY	AMOUNT
Health Department Space Bulletin #4R Description: Item No. 1 – Install Cat6 PVC solid core cabling to all DATA drops located in Health Department Space. Include two (1) cable per data location and three (3) cables at all TV locations. Item No. 2 – Install DATA rack in Storage Room 11 per drawing sheet E102 dated 12/11/2023. - Permit and Inspections	\$5,200.00	1	\$5,200.00
	SUBTOTAL		\$5,200.00
	TAX (0%)		\$0.00
	TOTAL		USD \$5,200.00



We have prepared a quote for you

Cabling Parts for Environmental Health

Quote # CPQ000520
Version 1

Prepared for:






Benzie Leelanau District Health Dept

Eric Johnston
ejohnston@bldhd.org

1129 Woodhaze Ave
 Suite 4
 P.O. Box 611, W. 48224
 www.wyant.com
 231.816.5867



Hardware

Description	Price	Qty	Ext. Price
Tripp Lite by Eaton SmartRack 12U Wall-Mount 2-Post Open Frame Rack Hinged Front Heavy Duty - For Networking, Switch, PDU, Patch Panel, Server, UPS - 12U Rack Height x 19" Rack Width x 23.50" Rack Depth - Floor Standing Open Frame - 2 Post - Black Powder 	\$349.82	1	\$349.82
CAT6 Keystone Ivory 50 Pack	\$146.79	1	\$146.79
24 Port Patch Blank Panel	\$51.54	1	\$51.54
Leviton QuickPort 1 Socket Surface Mounting Box - 1 x Socket(s) - White - above ceiling for APs - one for internet feed from Leelanau County 	\$3.18	3	\$9.54
Leviton QuickPort 4 Socket Faceplate - 4 x Socket(s) - 1-gang - Ivory 	\$2.09	2	\$4.18
Leviton Blank QuickPort Insert 	\$0.32	2	\$0.64
Leviton QuickPort Single Gang Faceplate - 1 x Socket(s) - 1-gang - Ivory 	\$2.51	16	\$40.16

Subtotal: **\$602.67**

Services

Product Description	Ext. Price
Fixed Fee Installation	\$2,250.00

Subtotal: **\$2,250.00**



1125 Woodman Ave.
Unit 6
Traverse City, Michigan
www.wyantcs.com
231.945.5000

▶ Statement of Work

Wyant will perform the following tasks:

Install wall mount jacks for access points and internet feed from Leelanau County

Tone label all cabling

Create cabling map for office

Terminate network cabling at the wall plates and patch panel

Test all cabling after termination



1129 W. Sandstone Ave
P.O. Box 41
Traverse City, MI 49684
www.gowyant.com
231.946.5969

Cabling Parts for Environmental Health



Prepared by:
Traverse City
Tom Wyant
231-946-5969
Fax 231-946-5767
tom@gowyant.com

Prepared for:
Benzie Leelanau District Health Dept
6051 Frankfort Hwy
Suite 100
Benzonia, MI 49616
Eric Johnston
(231) 882-2109
ejohnston@bldhd.org

Quote Information:
Quote #: CPQ000520
Version: 1
Delivery Date: 01/23/2024
Expiration Date: 02/20/2024

Quote Summary

Description	Amount
Hardware	\$602.67
Services	\$2,250.00
Subtotal:	\$2,852.67
Shipping:	\$32.28
Total:	\$2,884.95

Payment Options

Description	Payments	Interval	Amount
Term Options			

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

Traverse City

Benzie Leelanau District Health Dept

Signature:
Name: Tom Wyant
Title: CEO
Date: 01/23/2024

Signature: _____
Name: Eric Johnston
Date: _____

BENZIE/LEELANAU DISTRICT HEALTH DEPARTMENT PURCHASE ORDER

NO: 10394

VENDOR: Richter Construction Inc (RCI)
428 W Commerce Drive, Suite A
Traverse City, Mi 49685

DATE: Jan 30, 2024

SHIP TO:

BILL TO:

Benzie/Leelanau District Health Dept.
6051 Frankfort Highway, Suite 100
Benzonia, MI 49616

Invoice Number

DELIVERY NEEDED _____
(DATE)

Bulletin No. R4

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Install Cat6 PBC cabling to DATA drops	5200.00	\$5,200.00
1	RCI P&OH	1040.00	\$1,040.00
			\$6,240.00

- 1. White - Vendor
- 2. Yellow - Accounting Office
- 3. Pink - Purchasing Office

APPROVED BY: Rodie Pulney
(Administrator)

DATE: 1/30/24

Jan 25, 2024

USD \$5,200.00

45th Property And Power, LLC

Travis Zenner
476 W Commerce Dr.
Traverse City, MI
49685
(231) 620-2432
tzenner@45property.com



TO

RCI

428 W. Commerce Drive, Suite A
Traverse City, MI
49685
(231) 668-8497
kyle@rci-cgc.com

DESCRIPTION	RATE	QTY	AMOUNT
Health Department Space Bulletin #4R Description: Item No. 1 – Install Cat6 PVC solid core cabling to all DATA drops located in Health Department Space. Include two (1) cable per data location and three (3) cables at all TV locations. Item No. 2 – Install DATA rack in Storage Room 11 per drawing sheet E102 dated 12/11/2023. - Permit and Inspections	\$5,200.00	1	\$5,200.00
	SUBTOTAL		\$5,200.00
	TAX (0%)		\$0.00
	TOTAL		USD \$5,200.00

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Finance/Accounting</u> Contact Person: <u>Catherine Hartesvelt</u> Telephone Number: <u>231-256-8112</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>04/09/2024</u>
Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>631.000.000.801.002</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Solutions for You</u> Address/ <u>PO BOX 537</u> Phone: <u>Suttons Bay MI 49682</u> Description: Professional Services
Budgeted Amount: _____ Contracted Amount: _____	
Document Description	
<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization	
<p>Solutions for You is currently under contract with Leelanau County to provide cleaning services through December 31, 2025.</p> <p>Contracted amount for 2024 is \$115,658.00 (\$9,638.17/mo) and \$120,100.00 (\$10,008.33/mo) for 2025.</p> <p>With the additional build-out office space for Benzie Leelanau District Environmental Health Department, please see the estimate attached for per week additional cost to include cleaning services for that space.</p> <p>The invoice for the month of April is included in Claims & Accounts in the amount of \$1,500.00</p>	
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners approve the addition of cleaning services provided by Solutions for You to maintain the Benzie Leelanau District Environmental Health Department space at the quoted rate of \$1,500.00 per month beginning April 1, 2024 through December 31, 2024 funds to come from 631.000.000.801.002</p>	

 Department Approval: Catherine L Hartesvelt Digitally signed by Catherine L Hartesvelt
Date: 2024.04.04 11:51:46 -04'00'

Date: _____

Solutions For You, LLC
 P.O. Box 537
 Suttons Bay, MI 49682 US
 (231) 271-0018
 solutions4youonm22@yahoo.com
 http://www.solutionsforyoullc.com

Estimate

Solutions For You

ON M-22

ADDRESS
Deb Allen Leelanau County GC

ESTIMATE #	DATE
1030	09/01/2023

ACTIVITY	QTY	RATE	AMOUNT
Cleaning Services Cleaning of New lower level business offices to include emptying of all trashes, dusting & vacuuming 5 x per week. Approximately 2500 square feet. Estimate excludes deep clean, (to be provided by contractor) Unless otherwise requested after construction completion. Cost quoted is PER Week.	1	375.00	375.00

Thank You for trusting Solutions For You for all of your business needs.

TOTAL **\$375.00**

 x 4
\$ 1500.00

Accepted By

Accepted Date

Lauren Cypher

From: Bob Nelesen <bob.nelesen@tvcairport.com>
Sent: Friday, March 29, 2024 10:42 AM
To: Nate Alger; Lisa Emery; Deborah Allen; Clerk
Cc: Karrie Zeits; Jen Moore
Subject: NRAA Recommended Motion Language for Airspace Zoning

All,

Please see the following for your use, and let us know if you have any questions.

Motion to request the Michigan Aeronautics Commission to define and determine the airport hazard area for the Cherry Capital Airport (TVC) and certify such determination to the County Board of Commissioners for the counties of Leelanau and Grand Traverse and the Northwest Regional Airport Authority as authorized by Section 17 of the Michigan Airport Zoning Act, MCL 259.447.

This will then trigger the MAC to do the above and once done, the Counties and the NRAA will have 90 days to appoint members to the joint airport zoning board. Each of the counties will need to [only] appoint 3 members and the NRAA to appoint 1 member.

Regards,

Bob Nelesen, PE | Airport Engineer
Northwest Regional Airport Authority
Cherry Capital Airport
727 Fly Don't Drive
Traverse City, MI 49686
231-947-2250



Cherry Capital Airport Zoning



Agenda



- **Introductions**
- **Federal Law Overview**
- **State Law Overview**
- **Local Impacts Overview**
- **Section 17 Overview**
- **Q&A**

Cherry Capital Airport Zoning



Federal Law Overview

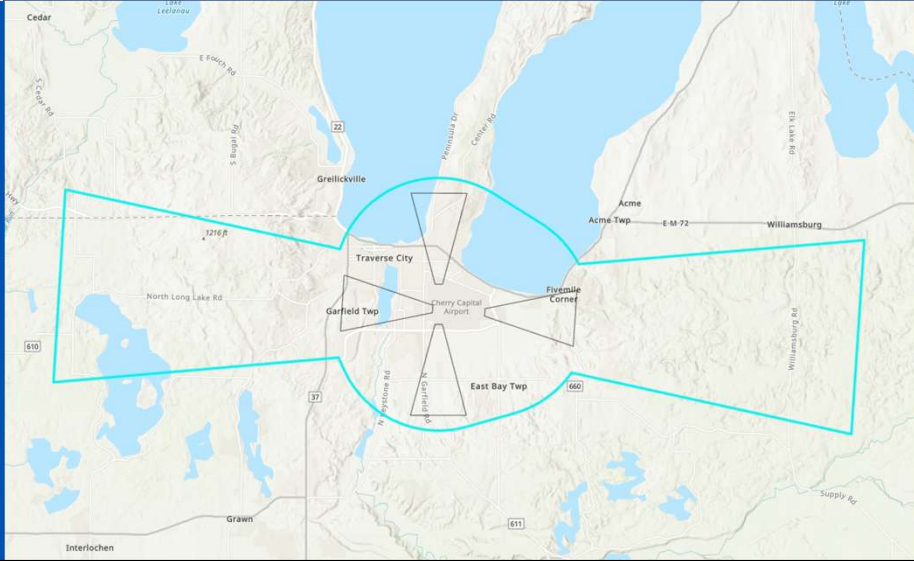
Cherry Capital Airport Zoning



FAA 14 CFR PART 77

- **77.5 Applicability**
 - (a) If you propose any construction or alteration described in § 77.9, you must provide adequate notice to the FAA of that construction or alteration.
- **77.9 Construction or Alteration Requiring Notice**
 - (a) Any construction or alteration that is more than 200 ft. Above Ground Level at its site.
 - (b) Any construction or alteration that exceeds an imaginary surface extending outward and upward at ...100 to 1 for a horizontal distance of 20,000 ft. from the nearest point of the nearest runway]

Cherry Capital Airport Zoning



Cherry Capital Airport Zoning



State Law Overview

Cherry Capital Airport Zoning



Michigan Airport Zoning Act

- **Act 23 of 1950**
- **Last Amended 2009**
- **Established to:**
 - promulgate, adopt, establish, administer, and enforce airport zoning regulations limiting the height of structures and objects of natural growth, and otherwise regulating the use of property in the vicinity of publicly owned airports

Cherry Capital Airport Zoning



Effects

- **Definition of Airport Hazard**
- **Airport Hazard declared public nuisance**
- **Part 77 Surface Co-Regulated by MDOT**

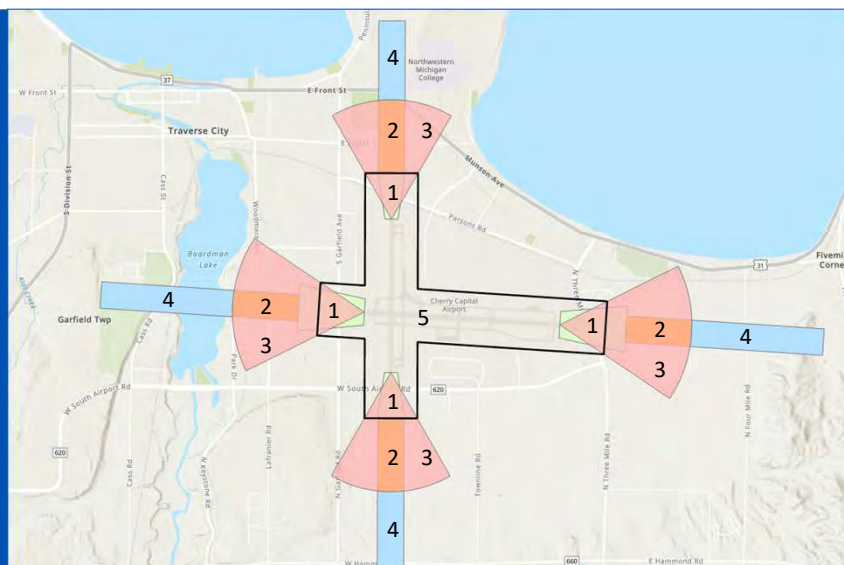
Cherry Capital Airport Zoning



Effects

- **Additional Land Use Zoning**
 - As of March 28, 2001 - any “zoning ordinance” within the airport zoning regulations area are to be integrated and enforced as part of the zoning regulation (MCL 125.3203)
 - Any revisions to the approach plan by the MAC, shall require amendments to the comprehensive zoning ordinance

Cherry Capital Airport Zoning



Cherry Capital Airport Zoning



- **Zone 1**
 - 0-5 people/acre, residential prohibited, ideally airport-owned
- **Zone 2**
 - 0-5 people/acre, residential prohibited, unoccupied (storage)
- **Zone 3**
 - <25 people/acre, low-density residential, limited uses
- **Zone 4**
 - <40 people/acre, low-density residential, limited uses
- **Zone 5**
 - 0-5 people/acre, residential prohibited, unoccupied (storage)

Cherry Capital Airport Zoning



Local Impacts Overview

Cherry Capital Airport Zoning



Current Process

- 1) Determine if the project requires a submission:
 - <https://oeaaa.faa.gov/oeaaa/external/gisTools/gisAction.jsp?action=showNoNoticeRequiredToolForm>
- 2) If required, submit an FAA airspace case:
 - <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>,
 - By statute, the FAA has up to 90 days to respond.
- 3) For Buildings (not cranes) submit the airspace case number (20XX-AGL-XXXXX-OE) for a State of Michigan Tall Structures permit:
 - <https://www.michigan.gov/mdot/travel/mobility/aeronautics/airspace-zoning/applying-for-tall-structure-permit>

Cherry Capital Airport Zoning



Lack of Compliance

- Jurisdiction providing approvals in violation of Federal & State Law
- Development owners have liability

Mitigations

- No current mechanism under state law to issue a variance
- Establishment of Local Airport Zoning Board
 - Provide local control
 - Assess projects for potential variances

Airspace Zoning Board



Airport [Airspace] Zoning Board (MCL259.443-7)

- **Section 17:**
 - multiple subdivisions, State hazard declaration, joint board established by statute

Thank You



Northern
Michigan's
Favorite
Way To Fly





PURPOSE OF AIRPORT
ZONING RECAP

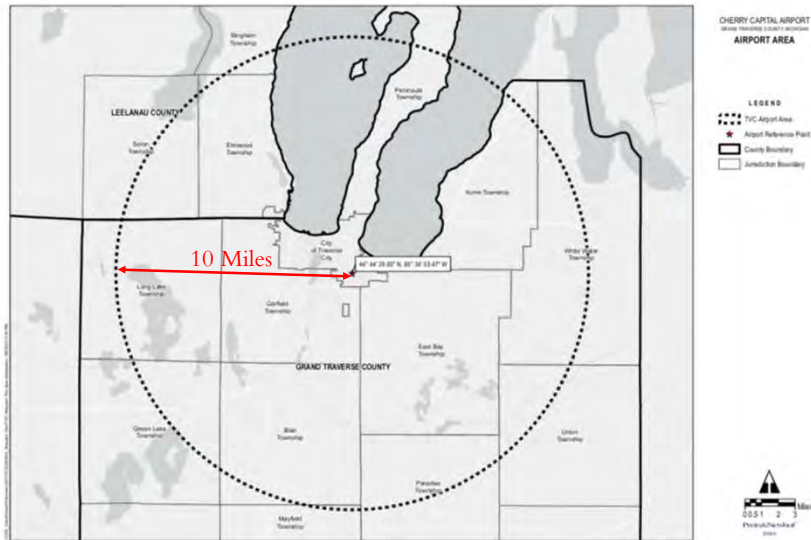
—◇—

- Michigan Airport Zoning Act, Act 23 of 1950 – Promulgate, adopt, establish, administer, and enforce airport zoning regulations limiting the height of structures and objects of natural growth, and otherwise regulating the use of property in the vicinity of publicly owned airports
- Purpose – Defines Airport Hazard Area; Airport Hazard declared nuisance; utilizes the Airport Approach Plan, adopted by the Michigan Aeronautics Commission – approved on 7/19/2001 and updated on 4/10/2007

Three Methods to Establish your Zoning Board



- **Section 13** – This section allow any political subdivision containing all or part of an airport hazard area within its boundaries, to zone the part it controls. In this case, the controlling body becomes the zoning board
- **Section 14** – When an airport hazard area includes two or more jurisdictions, the political subdivisions involved may create a joint airport zoning board under this section. Each political subdivision should appoint two (2) members to the board, and that board shall elect another member.
- **Section 17** – This section allows the state to define the hazard area and certify such determinations to the county or counties within which the hazard area is located.
 - This board is constituted by three (3) members appointed by each County Board of Commissioners involved, one (1) from the operating agency and one (1) by the Michigan Aeronautics Commission. Two (2) of the three (3) appointed by the county shall be from a township (or townships within the hazard area) and the third from a township outside the hazard area.



Steps for Establishment of Airport Zoning Ordinance, Sec 17

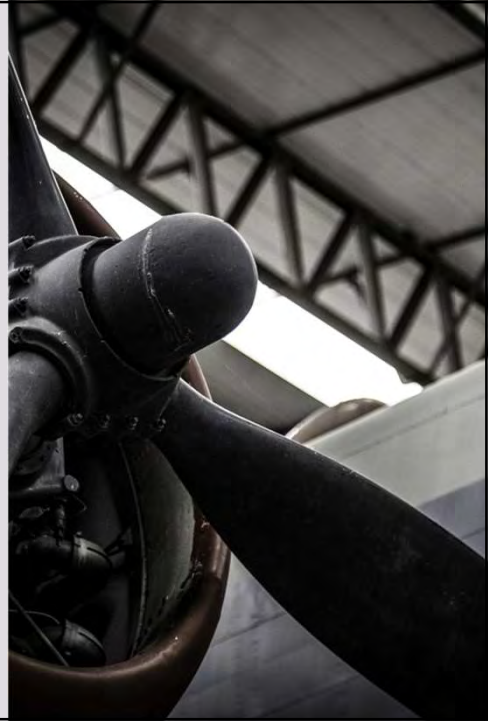


Step 1 – Informal meetings will be held with Michigan Department of Transportation, Office of Aeronautics staff to discuss the actual hazard area, formulation of plans, etc.

Step 2 – The Michigan Aeronautics Commission will declare an “Airport Hazard Area” and request the Airport Operating Agency and the County Board of Commissioners to make appointments to the Zoning Board.

Step 3 – Within 90 days of Step 2, the County Board of Commissioners must appoint three (3) members of the Joint Airport Zoning Board (two members within the hazard area and one outside – however, still residing within the county they represent), the Operating Agency must appoint one (1) member, the Michigan Aeronautics Commission must appoint one (1) member.

Step 4 – Within 120 days of Step 3, the Joint Airport Zoning Board must meet and organize.



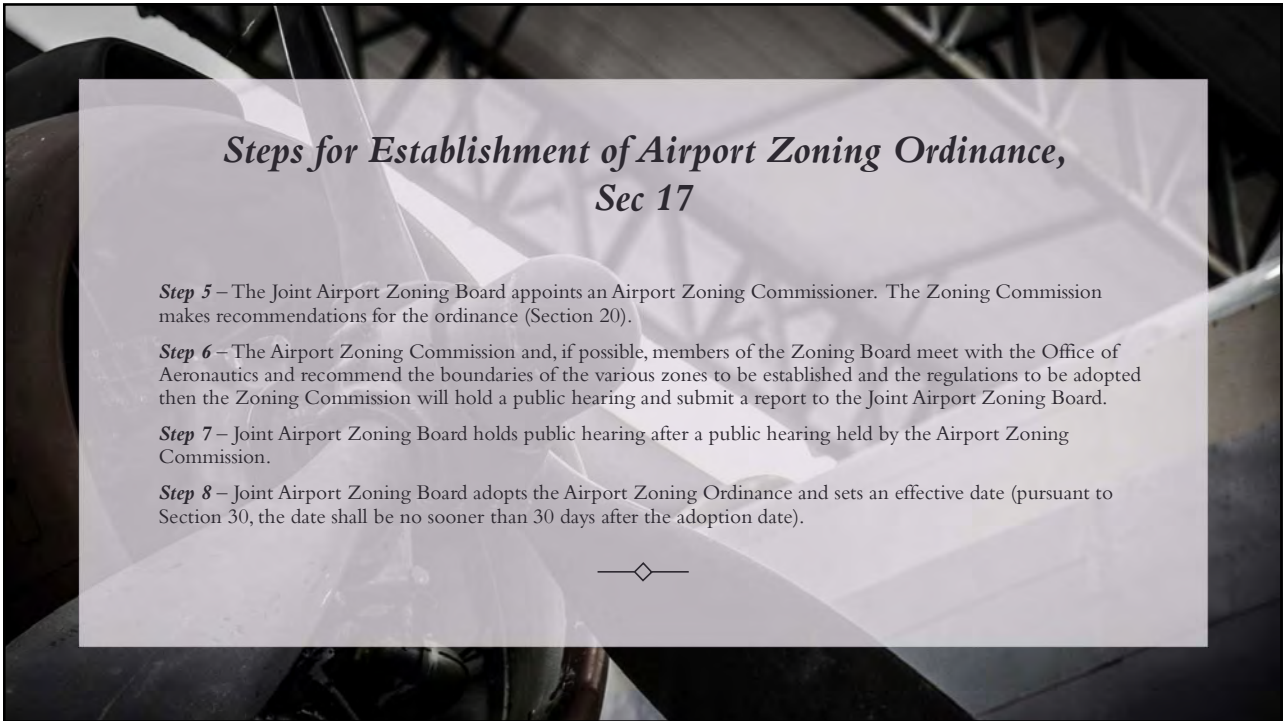
Steps for Establishment of Airport Zoning Ordinance, Sec 17

Step 5 – The Joint Airport Zoning Board appoints an Airport Zoning Commissioner. The Zoning Commission makes recommendations for the ordinance (Section 20).

Step 6 – The Airport Zoning Commission and, if possible, members of the Zoning Board meet with the Office of Aeronautics and recommend the boundaries of the various zones to be established and the regulations to be adopted then the Zoning Commission will hold a public hearing and submit a report to the Joint Airport Zoning Board.

Step 7 – Joint Airport Zoning Board holds public hearing after a public hearing held by the Airport Zoning Commission.

Step 8 – Joint Airport Zoning Board adopts the Airport Zoning Ordinance and sets an effective date (pursuant to Section 30, the date shall be no sooner than 30 days after the adoption date).



Steps for Establishment of Airport Zoning Ordinance, Sec 17



Step 9 – Airport Zoning Commission is dismissed after adoption of Airport Zoning Ordinance.

Step 10 – Joint Airport Zoning Board creates an Administrative Agency, which will hear and decide permits and will be the body to enforce the Airport Zoning Ordinance.

Step 11 – Joint Airport Zoning Board creates a Board of Appeals which will hear and decide appeals from any order, requirements, decision or determination made by the Administrative Agency; to hear and decide any special exceptions to the terms of the Airport Zoning Regulations; to hear and decide specific variances.



Duties of the Zoning Board



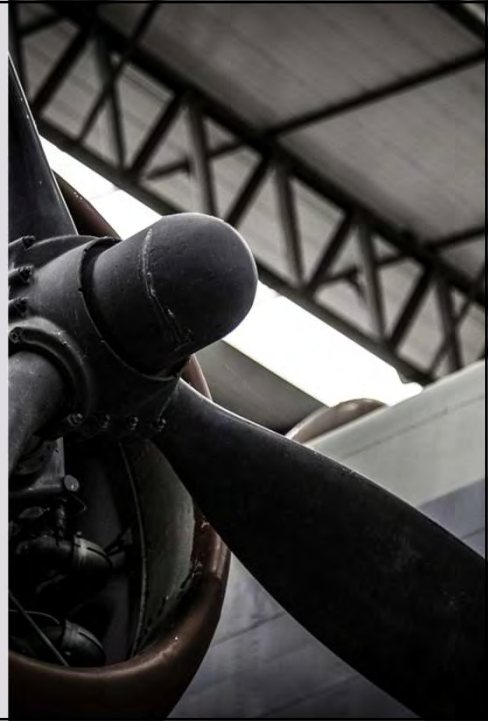
- The Joint Zoning Board shall organize itself, elect a chairman, a vice chairman, and a secretary.
- The joint board shall decide its own meeting times, except for an annual meeting which shall be held jointly with the appeal board and the administrative agency.
- It shall appoint an airport zoning commission for the purpose of recommending an initial zoning ordinance.
- It shall listen to the zoning commission's preliminary report.
- It shall accept the final report of the zoning commission when they believe it is acceptable.



Duties of the Zoning Board cont...



- It shall accept the final report of the zoning commission when they believe it is acceptable.
- It shall advertise and hold a final hearing on the proposed ordinance.
- It shall adopt the final ordinance when finalized.
- It shall appoint (if the governing body has not already done so) an appeal board consisting of five (5) members each for a term of three (3) years, which shall rotate.
- It shall meet annually with the administrative agency and the Board of Appeals to review the activity and adequacy of the ordinance.
- Its members shall seek to maintain open communications with other area zoning boards and governmental agencies regarding the concerns of the airport and zoning issues.



List of Section 17 Airports

Associated City	Airport
Alma	Gratiot Community Airport
Benton Harbor	Southwest Regional Airport
Cadillac	Wexford County Airport
Flint	Bishop International Airport
Ionia	Ionia County Airport
Jackson	Jackson County - Reynolds Field
Kalamazoo	Kalamazoo/Battle Creek International Airport
Lakeview	Lakeview Airport
Lansing	Capital Region International Airport
Muskegon	Muskegon County Airport
Niles	Jerry Tyler Memorial Airport
Pontiac	Oakland County Airport
Saginaw	MBS International Airport, Saginaw HB, Bay City Airport, Midland Airport
Three Rivers	Three Rivers Municipal
West Branch	West Branch Community Airport
Willow Run	Willow Run Airprt





Questions

Jennifer Moore

Planning and Zoning Specialist

Michigan Department of
Transportation

Office of Aeronautics

517-281-7790 (cell)

moorej55@michigan.gov

www.michigan.gov/aero

Grand Traverse County Board of Commissioners Wage & Benefits

The Board of Commissioners is offered all the County employee benefits listed below:

Medical insurance with HSA

Dental insurance

Vision insurance

401(a) retirement

457 retirement

Life insurance

Short Term Disability

Long Term Disability

AD&D

Accident

Critical Illness

The annual wage breakdown is below. They are also eligible for expense reimbursement for mileage and any extra meetings they attend.

Commissioners		P004	12,000
Vice Chair		P005	12,500
Chairman		P006	13,000

These are the rates that the employee/commissioners pay for health depends on the coverage elected.

	Medical	HSA	Total	20%	Per Pay
Single	\$5,817.84	\$1,000.00	\$6,817.84	\$1,363.57	\$56.82
Double	\$13,962.84	\$2,000.00	\$15,962.84	\$3,192.57	\$133.02
Family	\$17,453.52	\$2,000.00	\$19,453.52	\$3,890.70	\$162.11

We do offer payment in lieu of insurance which would be \$166.67 per month if they waive medical insurance.

No Defined Benefit offered to any new hires. It is a 3 % Defined Contribution match plan that the commissioners can elect to get an additional 3% if they contribute 3%. Total of 9%, but the vesting rules apply.

After 3 years - 25%

After 4 years - 50%

After 5 years - 75%

After 6 years - 100%

They keep whatever they put in, but our contribution is not secure until after several years.

This information was provided from Bonnie Scheele, Grand Traverse County Clerk.

Leelanau County Benefits at a glance 2024

Board of Commissioners

Health Insurance Yes

County Wide Health Insurance Plan	In-Network	Out-of-Network
BCBS Deductible Individual	100	250
BCBS Deductible Family	200	500
Co-Insurance Maximum Individual	6350	12700
Co-Insurance Maximum Family	12700	25400
BCBS Dental		
VSP Vision		
Employees do not have a contribution towards Insurance at this time		

Board of Commissioners

Payment in Lieu of Health Insurance:	
Single Rate	\$209.50
Two-person Rate	\$471.37
Family Rate	\$565.77

Board of Commissioners

Life Insurance:	Unum
Full time employee	N/A
Board of Commissioners	\$30,000.00
Part time employee	N/A

Board of Commissioners

Retirement Plan	Defined Benefit	Age / Service	Contribution
MERS: 10 year vesting	B-2	60 / 10 years	2%

Board of Commissioners

Annual Salary:	
Board Chairman	\$7,700.00
Board Member	\$5,000.00

Board of Commissioners

Per Diem:	
1/2 Day	\$40.00
Full Day	\$70.00

Board of Commissioners

Travel Reimbursement:	
From home to Courthouse	Taxable income
From home to offsite meetings	Non-taxable reimbursemnt

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration/Finance</u> Contact Person: <u>Catherine Hartesvelt</u> Telephone Number: <u>231-256-8112</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>04/09/2024</u>
Financial/Source Selection Method	Vendor: _____ Address/ Phone: _____ Description: <u>Select One</u>
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Motor Pool</u> <input checked="" type="checkbox"/> Account No.: <u>Fund 661</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
Budgeted Amount: <u>\$ 48,000.00</u> Contracted Amount: _____	
Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization Pursuant to Fixed Asset Disposal Policy #3.05 and working collaboratively, Administration and Finance are providing notification to the BOC of intent to dispose of the following under direction of Administration and Finance by special auction or by competitive sealed bids in 2024: List of vehicles attached.	
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners acknowledge receipt of notification from Administration/Finance of intent to proceed with disposal of listed vehicles as presented through special auction or competitive sealed bids.</p>	

 Department Approval: Catherine L Hartesvelt Digitally signed by Catherine L Hartesvelt
Date: 2024.04.04 12:12:51 -04'00'

Date: _____

Vehicles up for disposal in 2024

	Description		Mileage	Use
VIN #1FM5K8AR1FGC41265	2015 Ford Police Interceptor	proceeds to Motor Pool	134,004	Patrol Car
VIN #1FM5K8AR6HGC68044	2017 Ford Police Interceptor	proceeds to Motor Pool	157,456	Patrol Car
VIN #1FM5K8AR7HGB93483	2017 Ford Police Interceptor	proceeds to Motor Pool	157,067	Patrol Car
VIN #1FM5K8AR3JGA46373	2018 Ford Police Interceptor	proceeds to Motor Pool	160,620	Patrol Car
VIN #1FTPX14V49FB25096	2009 Ford F150XL	proceeds to Motor Pool	179,467	Drain Commissioner's truck
VIN #1FMCU9GX0FUC59805	2015 Ford Escape	proceeds to Fund 542 Building Safety	212,200	Building Safety
VIN #1FMJU1G58BEF24319	2011 Ford Expedition	proceeds to Fund 266 Equitable Sharing	139,790	EPS 2011 Ford Expedition

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Finance/Accounting</u> Contact Person: <u>Catherine Hartesvelt</u> Telephone Number: <u>231-256-8112</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>04/09/2024</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>04/09/2024</u>
Submittal Dates							
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: _____	<u>04/09/2024</u>						
Financial/Source Selection Method	Vendor: _____ Address/ Phone: _____ Description: <u>Select One</u>						
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Motor Pool</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
Budgeted Amount: _____ Contracted Amount: _____							
Document Description							
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input checked="" type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization							
<p>Update on Motor Pool vehicle purchases.</p> <p>All approved vehicle purchases have been delivered.</p> <p>Motor Pool has not received vehicle auction revenue since 2022 as no auction was conducted in 2023. The budgeted revenue for 2023 and 2024 for auction revenue to offset new vehicle purchases is \$24,000 per year for a total of \$48,000. The BOC did approved increasing the lease per mile income to the Motor Pool fund to \$.50/mile and \$.25/mile under 80,000/over 80,000 miles respectively which went into effect 1/1/2024.</p> <p>Finance recommends that the BOC direct \$25,000 of contingency funds from the General Fund to Motor Pool as funding is required due to lack of realized auction revenue.</p>							
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners direct the Finance Department to provide a Budget Amendment and subsequent Fund Transfer of \$25,000 from General Fund Contingency 101.891.891.965.000 to Motor Pool 661.000.000.699.101</p>							

 Department Approval: Catherine L Hartesvelt Digitally signed by Catherine L Hartesvelt
Date: 2024.04.04 11:44:53 -04'00'

Date: _____