

**BOARD OF COMMISSIONERS MEETING**

*William J. Bunek, Chairman*

**NOTICE OF MEETING**

The Executive Board of Commissioners Meeting of the Leelanau County Board of Commissioners will be held on Tuesday, December 12, 2017, at 9:00 a.m. in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan

*(Please silence 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.)*

**AMENDED AGENDA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE**

**ROLL CALL**

**COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:**

**PAGE #**

- Administrator Update
- Planning/Community Development
- Brownfield Redevelopment Authority/Solid Waste Council

**AGENDA ADDITIONS OR DELETIONS**

**PUBLIC COMMENT**

**ACTION ITEMS:**

1. Opiate – Potential Lawsuit.
2. Emergency Management – Northport Communication Coverage Update.
3. Senior Services –
  - a. Acceptance of Donation. 2
  - b. Munson Home Services Foot Care Contract Amendment. 3
  - c. Comfort Keepers Foot Care Contract Amendment. 4
  - d. Linda Lingaur Foot Care Contract Amendment. 5
4. Information Technology – Approval of Annual Purchase of Workstations. 6-11
5. Parks and Recreation –
  - a. Approval of Contract with Gosling Czubak Environmental Sciences, Inc. 12-13
  - b. Bylaws – Membership. 14
6. Recommendations on Boards and Commissions. 15-26
7. Solid Waste Council –
  - a. Appointments to Solid Waste Management Planning Committee. 27-28
  - b. Annual Review of Policy on Use of PA 69 Funds. 29-32
8. Committee of the Whole Session – January Date/Agenda.
9. County Clerk –
  - a. Rehmann Service Agreement. 33-39
  - b. Year-end Adjustments and Transfers. 40
  - c. Election Canvassers Appointments. 41
10. Administrator –
  - a. Job Descriptions Review. 42-49
  - b. MMRMA Contract Renewal. 50-67
  - c. 2018 Copy Machine Maintenance Renewal Agreements, Netlink Business Solutions. 68-88
  - d. Courthouse Maintenance Issues Update. 89-92
  - e. Board Policy on Insurance Requirements. 93-96
  - f. Revised Contracted Inspector Agreements. 97-108
  - g. Parks & Recreation/Information Technology – Part-time Position Discussion.
11. Review of 2017 Board Goals – 109-110
  - a. Financial
  - b. Substance Abuse
  - c. Road Commission
  - d. Housing
  - e. Internet
12. Labor Contracts Updates.
13. Recommended Non-Union Pay Increase. 111

**REVIEW OF FINANCIALS**

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

**PUBLIC COMMENT**

**APPROVAL OF FINANCIALS**

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

**ADJOURN**

# EXECUTIVE DOCUMENT SUMMARY

Department: Senior Services Contact Person: <u>April Missias</u> Telephone No.: <u>231-256-8125</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board: <u>12/12/17</u> <input checked="" type="checkbox"/> Regular Session: <u>12/19/17</u>

<b>Source Selection Method</b>	<b>VENDOR:</b> _____
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Acceptance of Memorial Contri</u>	Address: _____
	Phone: _____

Budgeted Amount: _____	Contracted Amount: _____
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<b>Document Description</b>	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Acceptance of Memorial Contriubtor</u>

<input type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>  Leelanau County Senior Services seeks approval to accept a memorial contribution of \$500 in honor of Jerry Jenich. This contribution will be used for Comfort and Joy bags home and placed into Leelanau County Senior Services', Christmas Stockings account.	
<p><b>Suggested Recommendation:</b> To accept a memorial contribution given to Leelanau County Senior Services in honor of Jerry Jenich totaling \$500.00, and placed into Leelanau County Senior Services' Christmas Stocking account # 281-000000.675.001 to be used for Comfort and Joy bags.</p>	

Department Head Approval: April Missias Digitally signed by April Missias  
Date: 2017.12.05 11:03:24 -05'00' Date: 12/5/2017

# EXECUTIVE DOCUMENT SUMMARY

Department: Senior Services Contact Person: <u>April Missias</u> Telephone No.: <u>231-256-8125</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board: <u>12/12/17</u> <input checked="" type="checkbox"/> Regular Session: <u>12/19/17</u>

<b>Source Selection Method</b>	<b>VENDOR:</b> <u>Munson Home Health</u> Address: <u>1000 S Garfield Ave, Ste. 1</u> <u>1105 4th Street</u> Phone: <u>1-800-252-2065</u>
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Amendment to Contract</u>	

Budgeted Amount: _____	Contracted Amount: <u>\$25/foot care svc.</u>
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<b>Document Description</b>	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Amendment to Contract</u>

<input checked="" type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>  Leelanau County Senior Services seeks approval to amend the contractual agreement with Munson Home Health to add an additional service of foot care at a rate of \$25 per service. The amendment would begin January 1, 2018, and end December 31, 2019. Upon approval from legal counsel the contract will be sent to the Board of Commissioners for your review.	<p><i><b>Suggested Recommendation:</b></i> To amend the contractual agreement with Munson Home Health to add an additional service of foot care at a rate of \$25 per service to begin January 1, 2018, through December 31, 2019, pending corporate counsel review.</p>
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Department Head Approval: April Missias Digitally signed by April Missias  
Date: 2017.12.05 11:32:55 -05'00' Date: 12/5/2017

# EXECUTIVE DOCUMENT SUMMARY

Department: Senior Services Contact Person: <u>April Missias</u> Telephone No.: <u>231-256-8125</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board: <u>12/12/17</u> <input checked="" type="checkbox"/> Regular Session: <u>12/19/17</u>

<b>Source Selection Method</b>	<b>VENDOR:</b> <u>Comfort Keepers</u> Address: <u>1000 S Garfield Ave, Ste. 1</u> <u>Traverse City, MI 49686</u> Phone: <u>(231) 929-9044</u>
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Amendment to Contract</u>	

Budgeted Amount: _____	Contracted Amount: <u>\$25/foot care svc.</u>
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<b>Document Description</b>	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other: <u>Amendment to Contract</u>

<input checked="" type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>  Leelanau County Senior Services seeks approval to amend the contractual agreement with Comfort Keepers to add an additional service of foot care at a rate of \$25 per service. The amendment would begin January 1, 2018, and end December 31, 2019. Upon approval from legal counsel the contract will be sent to the Board of Commissioners for your review.	
<p><b>Suggested Recommendation:</b> To amend the contractual agreement with Comfort Keepers to add an additional service of foot care at a rate of \$25 per service to begin January 1, 2018, through December 31, 2019, pending corporate counsel review.</p>	

Department Head Approval: April Missias Digitally signed by April Missias  
Date: 2017.12.05 11:15:58 -05'00' Date: 12/5/2017

# EXECUTIVE DOCUMENT SUMMARY

Department: Senior Services Contact Person: <u>April Missias</u> Telephone No.: <u>231-256-8125</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board: <u>12/12/17</u> <input checked="" type="checkbox"/> Regular Session: <u>12/19/17</u>

<b>Source Selection Method</b>	<b>VENDOR:</b> <u>Linda Lingaur</u> Address: <u>520 Herman Road</u> <u>Lake Leelanau, MI 49652</u> Phone: <u>(231) 883-4529</u>
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Amendment to Contract</u>	

Budgeted Amount: _____	Contracted Amount: <u>\$25/foot care svc.</u>
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<b>Document Description</b>	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other: <u>Amendment to Contract</u>

<input checked="" type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>  Leelanau County Senior Services seeks approval to amend the contractual agreement with Linda Lingaur to adjust the foot care service rate to \$25 per service. The amendment would begin January 1, 2018, and end December 31, 2019. Upon approval from legal counsel the contract will be sent to the Board of Commissioners for your review.	<p><b>Suggested Recommendation:</b> To amend the contractual agreement with Comfort Keepers to add an additional service of foot care at a rate of \$25 per service to begin January 1, 2018, through December 31, 2019, pending corporate counsel review.</p>
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Department Head Approval: April Missias Digitally signed by April Missias  
Date: 2017.12.05 11:15:58 -05'00' Date: 12/5/2017

# EXECUTIVE DOCUMENT SUMMARY

Department: Information Technology Contact Person: <u>Ron Plamondon</u> Telephone No.: _____	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board: <u>12/12/2017</u> <input checked="" type="checkbox"/> Regular Session: <u>12/19/2017</u>

<b>Source Selection Method</b>	<b>VENDOR:</b> <u>Dell</u> Address: _____ Phone: _____
<input checked="" type="checkbox"/> State Contract <input type="checkbox"/> Other: _____	

Budgeted Amount: _____ \$ 22,500.00	Contracted Amount: _____ \$ 23,342.40
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Document Description	
<input type="checkbox"/> Capital Purchase	<input type="checkbox"/> Other _____

<input checked="" type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b> Request purchase of 15 workstations for 2017.  Replacing old equipment that was purchased in 2010. Some workstations purchased in 2010 will be upgraded in 2018. All new workstations will be configured with Windows 10 and new version of Microsoft Office. Departments that will get the new workstations include Equalization, Treasurer, and other to be determined. Old workstations will be reconditioned and utilized as replacements for less used workstations, such as public use workstations.  Also included are five (5) additional monitors to replace some older units and to add additional monitors for Dispatch workstations.	
<b>Suggested Recommendation:</b>	Motion to approve the purchase of 15 workstations from Dell for \$23,342.40 with funds to come from the Data Processing Fund 636.

Department Head Approval: Ron Plamondon Digitally signed by Ron Plamondon  
Date: 2017.12.04 10:47:29 -05'00' Date: \_\_\_\_\_



## A quote for your consideration!

**Total: \$23,342.40**

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

<b>Quote number:</b> 3000020223420.1	<b>Quote date:</b> Dec. 4, 2017	<b>Quote expiration:</b> Jan. 3, 2018	<b>Deal ID:</b> 15174578
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<b>Company name:</b> LEELANAU COUNTY	<b>Customer number:</b> 10249994	<b>Phone:</b> (231) 256-7077
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<b>Sales rep information:</b> Justin Hobby Justin_Hobby@Dell.com (800) 456-3355 Ext: 80000	<b>Billing Information:</b> LEELANAU COUNTY 8527 E GOVERNMENT CTR DR STE 101 SUTTONS BAY MI 49682-9742 US (231) 256-7077
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## Pricing Summary

Item	Qty	Unit Price	Subtotal
Optiplex 5050 SFF	15	\$1,262.16	\$18,932.40
Dell UltraSharp 24 Monitor - U2412M	20	\$220.50	\$4,410.00
<b>Subtotal:</b>			\$23,342.40
<b>Shipping:</b>			\$0.00
<b>Environmental Fees:</b>			\$0.00
<b>Non-Taxable Amount:</b>			\$23,342.40
<b>Taxable Amount:</b>			\$0.00
<b>Estimated Tax:</b>			\$0.00
<b>Total:</b>			\$23,342.40

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,  
Justin Hobby

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

## Shipping Group 1

<b>Shipping Contact:</b> RON PLAMONDON	<b>Shipping phone:</b> (231) 256-8105	<b>Shipping via:</b> Standard Ground	<b>Shipping Address:</b> 8527 E GOVERNMENT CTR DR STE 101 SUTTONS BAY MI 49682-9742 US
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SKU	Description	Qty	Unit Price	Subtotal
	<b>Optiplex 5050 SFF</b>	15	\$1,262.16	\$18,932.40
	<b>Estimated delivery date:</b> Dec. 13, 2017			
	<b>Contract No:</b> 99AGZ			
	<b>Customer Agreement No:</b> MHEC-07012015			
210-AKJE	OptiPlex 5050 SFF XCTO	15	-	-
338-BKYX	Intel Core i7-7700 (QC/8MB/8T/3.6GHz/65W); supports Windows 10/Linux	15	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	15	-	-
658-BDMR	Microsoft Office Professional 2016 DFO	15	-	-
370-ADJS	16GB (2x8GB) 2400MHz DDR4 Memory	15	-	-
400-ANPL	3.5" 500GB 7200rpm SATA HDD	15	-	-
575-BBBI	No Integrated Stand option	15	-	-
401-AANH	2nd Hard Drive: not included	15	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	15	-	-
325-BBRJ	DVD+/-RW Bezel, Small Form Factor	15	-	-
429-AAJV	Tray load DVD Drive (Reads and Writes to DVD/CD)	15	-	-
385-BBCR	No Media Card Reader	15	-	-
555-BBFO	No Wireless	15	-	-



555-BBFO	No Wireless	15	-	-
461-AABV	No Accessories	15	-	-
329-BDIO	OptiPlex 5050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze)	15	-	-
470-AAJL	NO ADAPTER	15	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	15	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	15	-	-
631-ABFC	Intel Standard Manageability	15	-	-
525-BBCL	SupportAssist	15	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	15	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	15	-	-
658-BBRB	Waves Maxx Audio	15	-	-
658-BCUV	Dell Developed Recovery Environment	15	-	-
620-AALW	OS-Windows Media Not Included	15	-	-
387-BBLW	E-Star 6.1 & TCO 5.0 Driver, Service Install Module	15	-	-
575-BBKX	No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	15	-	-
461-AAEE	Chassis Intrusion Switch SFF	15	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	15	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	15	-	-
340-ABJI	No Diagnostic/Recovery CD media	15	-	-
340-BKFG	Documentation,English,French,Dell OptiPlex Small Form Factor 5050	15	-	-
332-1286	US Order	15	-	-
329-BBJL	TPM Enabled	15	-	-
551-BBBJ	No Intel Responsive	15	-	-
389-BCGW	No UPC Label	15	-	-
389-BLST	Intel Core i7 Processor Label	15	-	-
389-BRLN	Regulatory Label	15	-	-
340-BKFK	Ship Material for Opti 5050 SFF	15	-	-

389-BBUU	Shipping Label for DAO	15	-	-
817-BBBC	Not selected in this configuration	15	-	-
800-BBIO	Desktop BTO Standard shipment	15	-	-
658-BBTV	CMS Essentials DVD no Media	15	-	-
461-AABF	No CompuTrace	15	-	-
817-BBBB	No FGA	15	-	-
804-9043	Dell Limited Hardware Warranty Plus Service	15	-	-
804-9091	ProSupport Plus: Accidental Damage Service, 3 Years	15	-	-
804-9092	ProSupport Plus: Keep Your Hard Drive, 3 Years	15	-	-
804-9093	ProSupport Plus: Next Business Day Onsite 3 Years	15	-	-
804-9094	ProSupport Plus: 7x24 Technical Support, 3 Years	15	-	-

SKU	Description	Qty	Unit Price	Subtotal
	<b>Dell UltraSharp 24 Monitor - U2412M</b>	20	\$220.50	\$4,410.00
	<b>Estimated delivery date: Dec. 8, 2017</b>			
	<b>Contract No: 99AGZ</b>			
	<b>Customer Agreement No: MHEC-07012015</b>			
210-AGSS	Dell UltraSharp 24 Monitor U2412M	20	-	-
814-5380	Dell Limited Hardware Warranty	20	-	-
814-5381	Advanced Exchange Service, 3 Years	20	-	-

<b>Subtotal:</b>	\$23,342.40
<b>Shipping:</b>	\$0.00
<b>Environmental Fees:</b>	\$0.00
<b>Estimated Tax:</b>	\$0.00
<b>Total:</b>	\$23,342.40

## Important Notes

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### Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale ([www.dell.com/learn/us/en/uscop1/terms-of-sale](http://www.dell.com/learn/us/en/uscop1/terms-of-sale)), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy ([www.dell.com/returnpolicy](http://www.dell.com/returnpolicy)) and Warranty (for [Consumer warranties](#) ; for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A ([www.dell.com/AEULA](http://www.dell.com/AEULA)) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S ([www.dell.com/SEULA](http://www.dell.com/SEULA)).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

# EXECUTIVE DOCUMENT SUMMARY

Department: Parks & Recreation Contact Person: <u>Melinda Lautner</u> Telephone No.: _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Executive Board:</td> <td style="width: 50%;"><u>12/12/2017</u></td> </tr> <tr> <td><input checked="" type="checkbox"/> Regular Session:</td> <td><u>12/19/2017</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Executive Board:	<u>12/12/2017</u>	<input checked="" type="checkbox"/> Regular Session:	<u>12/19/2017</u>
Submittal Dates							
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<input checked="" type="checkbox"/> Regular Session:	<u>12/19/2017</u>						

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Source Selection Method</th> </tr> <tr> <td> <input type="checkbox"/> Quotation  <input checked="" type="checkbox"/> Other: <u>n/a</u> </td> </tr> </table>	Source Selection Method	<input type="checkbox"/> Quotation <input checked="" type="checkbox"/> Other: <u>n/a</u>	VENDOR: _____ Address: _____ Phone: _____
Source Selection Method			
<input type="checkbox"/> Quotation <input checked="" type="checkbox"/> Other: <u>n/a</u>			

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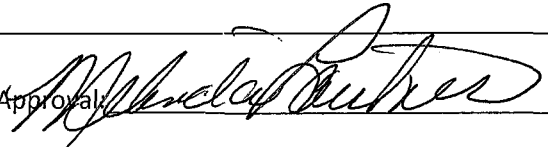
Document Description
<input checked="" type="checkbox"/> Board/Committee Recommendation <input type="checkbox"/> Other _____

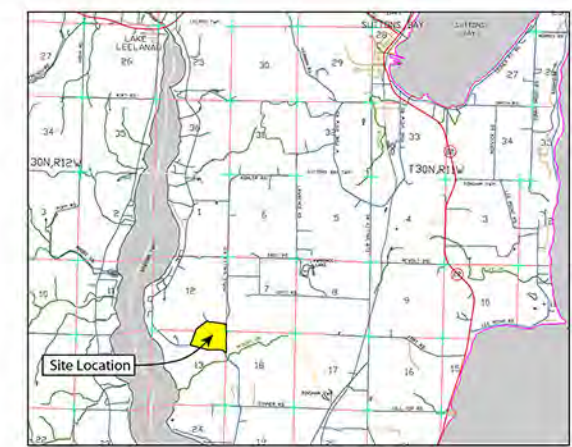
**Request to Waive Board Policy on Bid Requirements**

The Leelanau County Parks and Recreation Commission has completed the first step in the process of applying for a grant through the Department of Natural Resources. This step was the completion of a conceptual plan for the Veronica Valley County Park, prepared by Gosling Czubak Environmental Sciences, Inc., which was previously approved by the County Board earlier this year. The Commission is on a tight timetable, due to the fact the grant cycle begins early 2018.

Gosling has proposed the next step in this process, which would include conceptual design refinement, preliminary cost projections and a phasing and funding outline.

**Suggested Recommendation:** Motion to recommend to the Board of Commissioners to approve a contract with Gosling Czubak Environmental Sciences, Inc., to complete Phase IV of the Veronica Valley County Park Conceptual Plan Development, at a cost not to exceed \$4,800.00, pending Corporate Counsel review.

Department Head Approval:  Date: 12/04/2017



VICINITY MAP  
 N.T.S.

**NOTES:**

All information is derived for Leelanau County, State of Michigan, and Federal GIS sources.

All locational information is approximate.

Total Site area is 92.3 acres +/-.

There is no known floodplain delineation for this site and no FEMA mapping available.



**CONCEPT PLAN**

**Purpose of the Plan**

The purpose of the Veronica Valley Concept Plan is to help establish the goals and improvements that will lead to a successful sustainable, passive regional park. The design takes into consideration the sites' sensitive environment, conservation needs, and high educational potential. The program also considers the needs of regional users and tourists who may use this unique park.

**The Process**

The process for formulating the plan included a site visit with staff, a Landscape Architects' site inventory and analysis of the property, a public workshop, vetting by the Leelanau Veronica Valley subcommittee, and presentation to the Leelanau Recreation Committee.

The public workshop gathered information from regional residents on existing and potential uses, and areas that they felt needed special consideration.

**Design Goals**

With an inventory and analysis of current site features, staff insight into site features and current initiatives, and public input into desired uses, goals for future uses could be established. The goals established by this process are:

- Create a sustainable park that reduces overhead through a balance of comprehensive planning, maintenance, conservation, environmental restoration, and tourism.
- Seek a balance between users, uses, and stewardship that promotes environmental stabilization of the park and the regional watershed.
- Explore uses that can contribute to continued use of Veronica Valley as a passive park.
- Create a park that can provide for programs environmental and cultural education.
- Identify elements that can be supported via community funding and grant programs.
- Assess program priorities and conflicting uses.

**Recommendations**

Design recommendations are identified in this concept plan, including a proposed implementation phase. They are:

**Phase 1:**

1. Update and augment the current signage program. Include both directional and education signage and format select signs for the hearing impaired.
2. Acquire a wetlands delineation to protect sensitive lowlands environment. (if required)
3. Investigate landmark bridge structure for ADA access and structural safety. (as required)
4. Continue to invest in the experimental prairie plantings to reinforce opportunities for a strong birding program. Diversify plantings to encourage success.
5. Design and install bird and wildlife observation areas.
6. Install orientation kiosk that details heritage and park goals.
7. Maintain wildlife corridors where currently identified.
8. Obtain pond detail including topography, depth, retaining wall condition, inlet, outlet elevation, and biological condition to provide a base for safety improvements.
9. Reach out to Mebert Creek Preserve and investigate opportunities to join education opportunities via educational trail. Research Leelanau Comprehensive Plan and Conservancy' requirements for connection opportunities.
10. Obtain wetland permits for lower pond and wetland improvements.
11. Design and construct ADA trail system.
12. Initiate safety improvements to ponds including natural landings for barrier edges, fishing access at natural grades, and strategic plantings to create view corridors.
13. Improve overflow parking.

**Phase 2:**

1. Obtain wetland permits for the upper ponds and lowland trail enhancements. (as required)
2. Install upper pond improvements.
3. Seek funding sources for Mebert Creek Preserve trail connections.
4. Investigate night lighting.
5. Design and install more bird and wildlife observation areas.
6. Estimate need for permanent public restrooms.
7. Evaluate and install picnic pavilions where needed.
8. Continue signage program.
9. Define, delineate, and establish a planting stock area to augment a regional birding environment. Include educational signage detailing the program.

**Phase 3:**

1. Construct trail lighting system as needed.
2. Continue assistance in Mebert Creek Trail connections and program.
3. Design and construct public restrooms.
4. Create a maintenance program for to evaluate future user needs and funding.
5. Design pond lower pond weir enhancements.

SCALE 1" = 200'  
 0' 200' 400'

No.	Date	Revision	By
02	12-05-17	UPDATED CONCEPT	NTS
01	12-04-17	FINAL CONCEPT	NTS

**BUILD OUT PLAN**  
 Veronica Valley - Conceptual Plan  
 Leelanau County,  
 Michigan

Date Issued: 09/11/2017  
 Date Surveyed:  
 Designed By:  
 Drawn By:  
 Checked By:  
 Scale: AS SHOWN  
 Original sheet size is 24x36  
 Location:

Project Number:  
 Sheet: **13**

**From:** [Laurel Evans](#)  
**To:** [Michelle Crocker](#); [Trudy Galla](#)  
**Cc:** [Chet Janik](#)  
**Subject:** Please review - Parks and Rec bylaws excerpt  
**Date:** Friday, December 01, 2017 4:16:00 PM  
**Attachments:** [image003.png](#)

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Michelle/Trudy,

Chet asked me to run this potential change to the Parks and Recreation Commission's bylaws by the two of you -

### **ARTICLE III: MEMBERSHIP AND REPRESENTATION**

#### **Section 3.1 – Membership:**

The Parks & Recreation Commission shall consist of ten (10) members. Included in the membership will be the Chairperson of the County Road Commission or another Road Commissioner designated by the Board of County Road Commissioners; the County Drain Commissioner; the chairperson of the County Planning Commission or another member of the County Planning Commission designated by the County Planning Commission, and seven (7) members appointed by the County Board of Commissioners, not less than one (1) and not more than three (3) of whom shall be members of the Board of Commissioners.

*If the Planning Commission Appointee is a County Commissioner, then no more than two additional Commissioners shall be appointed.* If the Commissioner appointee is no longer in office, his/her position shall automatically be vacated and a new member appointed by the Board of Commissioners.

Commissioner Bunek's concern was that if three Commissioners were appointed to Parks and Rec, and then the Planning Commission appointed one of its members to the Board who was also a County Commissioner, then Parks and Rec would have four, rather than three Commissioners seated on that Board, which he wanted to avoid. Does the highlighted sentence make sense to you? Please let me know your thoughts.



*Laurel S. Evans*  
Laurel S. Evans

**LEELANAU COUNTY BOARD OF COMMISSIONERS**  
**Committee of The Whole – Tuesday, November 28, 2017**

Meeting called to order at 1:00 p.m. by Committee Chairman Will Bunek. Today's meeting was duly posted and held at the Government Center, 8527 E. Government Center Drive, Suttons Bay, Michigan.

Roll Call:	District #1	Tony Ansoerge	PRESENT
	#2	Debra L. Rushton	PRESENT
	#3	William J. Bunek	PRESENT
	#4	Ty Wessell	PRESENT
	#5	Patricia Soutas-Little	PRESENT (arrived at 1:16 p.m.)
	#6	Casey Noonan	PRESENT
	#7	Melinda C. Lautner	PRESENT

Executive Assistant Laurel Evans was present.

Approval of Agenda and Late Additions/Deletions:

Chairman Bunek stated he would like to add review of page five (5) of the Board Policy, to the agenda.

**MOTION BY RUSHTON TO APPROVE THE AGENDA AS AMENDED. SECONDED BY WESSELL.**

No discussion.

**AYES – 6 (Rushton, Wessell, Ansoerge, Bunek, Lautner, Noonan)**

**NO – 0      ABSENT – 1 (Soutas-Little)      MOTION CARRIED.**

Public Comment:

- Mary Tonneberger, Omena. Tonneberger thanked the Commissioners and Laurel Evans for all their efforts on this very comprehensive approach. As a candidate for the Area Agency on Aging, she will be glad to answer any questions.

ACTION ITEMS

2018 BOARDS AND COMMISSIONS REVIEW OF VACANCIES AND POTENTIAL RECOMMENDATIONS:

Commissioner Wessell referenced page three (3) of Board Policy, "in an effort to maximizing opportunity, candidates should only serve on one committee or commission at a time". Wessell urged the Commissioners to follow this rule, unless the Board does not have qualified candidates.

Commissioner Rushton said she appreciates Wessell's comments; however, they always have the opportunity to set aside Board rules and make those adjustments where necessary. Rushton stated it is important that they as a board, appointing at-large

citizens that they give all the opportunity they can to new people to serve on these boards. When the boards get “stacked” with the same people, we do not get that diversity. Rushton stated she is comfortable with the language in the policy as is, with the option to waive Board Policy.

Commissioner Lautner discussed her interpretation of a qualified candidate, stating it is their vote and they will choose the best qualified for that board, which may mean placing a person on two boards.

Commissioner Ansortge stated if we waive policy, then it should be explicit every time and it should be stated in the motion.

Brief discussion ensued.

Area Agency on Aging of Northwest Michigan:

**MOTION BY ANSORGE TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO RE-APPOINT MARY TONNEBERGER TO THE AREA AGENCY ON AGING OF NORTHWEST MICHIGAN TO A TWO-YEAR TERM, EXPIRING DECEMBER 31, 2019. SECONDED BY RUSHTON/WESSELL.**

Discussion. Commissioner Rushton pointed out that Tonneberger has only served one term on this board, and she has the option to serve up to two more terms.

**AYES – 6 (Ansortge, Bunek, Lautner, Noonan, Rushton, Wessell)**

**NO – 0      Absent – 1 (Soutas-Little)      RECOMMENDATION CARRIED.**

Bay Area Transportation Authority (BATA):

**MOTION BY RUSHTON TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO APPOINT JOHN SOMMAVILLA TO THE BAY AREA TRANSPORTATION AUTHORITY (BATA) TO A THREE-YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY LAUTNER.**

Discussion. Commissioner Rushton stated Sommavilla was recommended by the BATA Board for appointment.

**AYES – 6 (Rushton, Wessell, Ansortge, Bunek, Lautner, Noonan)**

**NO – 0      Absent – 1 (Soutas-Little)      RECOMMENDATION CARRIED.**

Benzie/Leelanau Environmental Health Board of Appeals:

**MOTION BY LAUTNER TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO APPOINT CHARLES GODBOUT TO THE BENZIE/LEELANAU ENVIRONMENTAL HEALTH BOARD OF APPEALS TO A TWO-YEAR TERM, EXPIRING DECEMBER 31, 2019. SECONDED BY RUSHTON.**

No discussion.

**AYES – 6 (Lautner, Noonan, Rushton, Wessell, Ansortge, Bunek)**

**NO – 0      Absent – 1 (Soutas-Little)      RECOMMENDATION CARRIED.**



Brownfield Redevelopment Authority (BRA):

**MOTION BY WESSELL TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO RE-APPOINT KATHARINE STEKEN, AND APPOINT RICHARD FOSTER, RANDY HARMSON TO THE BROWNFIELD REDEVELOPMENT AUTHORITY (BRA) TO THREE-YEAR TERMS, EXPIRING DECEMBER 31, 2020. SECONDED BY LAUTNER.**

No discussion.

**AYES – 6 (Wessell, Ansorge, Bunek, Lautner, Noonan, Rushton)**

**NO – 0 Absent – 1 (Soutas-Little) RECOMMENDATION CARRIED.**

Construction Codes Board of Appeals (Architect):

**MOTION BY ANSORGE TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO RE-APPOINT JOHN WALTER TO THE CONSTRUCTION CODES BOARD OF APPEALS (ARCHITECT) TO A FIVE YEAR TERM, EXPIRING DECEMBER 31, 2022. SECONDED BY WESSELL.**

No discussion.

**AYES – 6 (Ansorge, Bunek, Lautner, Noonan, Rushton, Wessell)**

**NO – 0 Absent – 1 (Soutas-Little) RECOMMENDATION CARRIED.**

Michigan Department of Health and Human Services Board:

**MOTION BY LAUTNER TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO APPOINT MICHAEL SMITH TO THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES BOARD TO A THREE-YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY RUSHTON.**

Discussion. Commissioner Wessell stated there was another applicant, Michael Pavlov, who would like to be re-appointed. Pavlov was replaced last year by Greg McMorrow.

Evans stated Pavlov is still eligible.

Commissioner Lautner stated she felt Smith's experience in the nursing field could be helpful on this Board.

Commissioner Rushton asked if Smith has served on a Board before. Evans replied no, Smith is a new applicant. Evans also explained Michael Pavlov's qualifications.

Discussion ensued over Pavlov's previous involvement on the Department of Health and Human Services' Board.

Commissioner Wessell stated there was a recommendation from DHHS for either Marie Walker or Amanda Elliott to be appointed.

Commissioner Soutas-Little arrived at 1:16 p.m.

Commissioner Lautner pointed out that Elliott is currently serving on the Solid Waste Council.

Brief discussion ensued over candidates previously appointed to the DHHS Board, as well term lengths.

**AYES – 7 (Lautner, Noonan, Rushton, Soutas-Little, Wessell, Ansorge, Bunek)**  
**NO – 0** **RECOMMENDATION CARRIED.**

Land Bank Fast Track Authority Board:

Commissioner Lautner stated she was prepared to recommend appointing Cathy Hartesvelt; however, she questioned if Hartesvelt is eligible since she is a County employee. Janik explained Land Bank is technically a separate entity, and not under the umbrella of Leelanau County; however, it is not in his best interest to appoint County employees to serve on various Boards and Commissions.

**MOTION BY LAUTNER TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO APPOINT ERIC WINKELMAN TO THE LAND BANK FAST TRACK AUTHORITY BOARD TO A THREE-YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY RUSHTON.**

Discussion. Commissioner Ansorge questioned why Winkelman originally resigned from this position. Janik explained Winkelman was serving on the Land Bank and Brownfield Boards; he was not re-appointed to Brownfield, and he therefore resigned from Land Bank.

Commissioner Wessell spoke against appointing Winkelman, since he initially resigned from this board, and is already serving on the Planning Commission. Wessell spoke in favor of appointing Richard Foster or Kathy Egan, citing both have experience.

Commissioner Soutas-Little spoke in favor of the Land Bank Authority recommendations of Richard Foster or Randy Harmson.

Commissioner Lautner withdrew her motion.

**MOTION BY LAUTNER TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO WAIVE BOARD POLICY AND APPOINT RANDY HARMSON TO THE LAND BANK FAST TRACK AUTHORITY BOARD TO A THREE-YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY RUSHTON.**

No discussion.

**AYES – 7 (Lautner, Noonan, Rushton, Soutas-Little, Wessell, Ansorge, Bunek)**  
**NO – 0** **RECOMMENDATION CARRIED.**

(OPTIONAL for April 1, 2018) Northern Lakes Community Mental Health Authority Board (CMH):

**MOTION BY LAUTNER TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO APPOINT BELA ANTAL III TO THE NORTHERN LAKES COMMUNITY MENTAL HEALTH AUTHORITY BOARD, TO A THREE YEAR TERM EXPIRING DECEMBER 31, 2020. SECONDED BY RUSHTON.**

Discussion. Evans explained voting on this today is optional, since (current Board member) Betty Bushey's term will expire March 31, 2018. Evans stated since this Committee was voting on appointments they may want to consider voting on this since it is only a few months away.

Commissioner Wessell stated it is not typical to remove people after serving one term, and as a representative of this Board, he has been impressed with Betty Bushey and encourages this Board to allow her to complete another term.

Commissioner Rushton stated she appreciates Commissioner Wessell's comments, but feels as though Bushey can serve on a lot of boards, since she is well versed in many areas. Rushton said she knows Antal personally and stated he is very active on many boards, is very empathetic, and would be a great addition. Rushton added Antal is a new applicant, which would open up an opportunity for another citizen in our community to serve.

Commissioner Wessell added the CMH program is a very complicated program, with training necessary. Bushey has been through the training.

Commissioner Ansoerge stated this is the only position Bushey has applied for, which indicates to him that she would be a strong candidate. Ansoerge added he is not in support of Antal, since Bushey is doing a good job.

Commissioner Soutas-Little concurs with Ansoerge and Wessell. Bushey has had the necessary training, and feels as though she should be able to serve another term.

Commissioner Lautner said she has never met Antal, but was impressed with his application.

Commissioner Noonan stated Antal is impressive, but Bushey has the experience and is doing a fine job. He would like to have her stay on the Board.

**AYES – 2 (Rushton, Lautner)**

**NO – 5 (Noonan, Soutas-Little, Wessell, Ansoerge, Bunek) RECOMMENDATION FAILS.**

**MOTION BY WESSELL TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO RE-APPOINT BETTY BUSHEY TO THE NORTHERN LAKES COMMUNITY MENTAL HEALTH AUTHORITY BOARD, TO A THREE YEAR TERM EXPIRING DECEMBER 31, 2020. SECONDED BY SOUTAS-LITTLE.**

No discussion.

**AYES – 6 (Wessell, Ansonge, Bunek, Lautner, Noonan, Soutas-Little)  
NO – 1 (Rushton) RECOMMENDATION CARRIED.**

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

**MOTION BY RUSHTON TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO RE-APPOINT GWENNE ALLGAIER TO THE NORTHERN MICHIGAN REGIONAL ENTITY SUBSTANCE USE DISORDER SERVICES POLICY OVERSIGHT BOARD TO A THREE-YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY SOUTAS-LITTLE.**

No discussion.

**AYES – 7 (Rushton, Soutas-Little, Wessell, Ansonge, Bunek, Lautner, Noonan)  
NO – 0 RECOMMENDATION CARRIED.**

Parks and Recreation Commission:

**MOTION BY LAUTNER TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO RE-APPOINT KYLE TREVAS TO THE PARKS AND RECREATION COMMISSION TO A THREE-YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY WESSELL.**

No discussion.

**AYES – 7 (Lautner, Noonan, Rushton, Soutas-Little, Wessell, Ansonge, Bunek)  
NO – 0 RECOMMENDATION CARRIED.**

Planning Commission:

Commissioner Wessell stated the Planning Commission will be meeting tonight to recommend an appointment to this Board. Wessell questioned if it would be more appropriate to wait until next week to make a recommendation, after receiving advice from the Planning Commission.

Chairman Bunek stated the purpose of this meeting is to recommend, and any decision made today can be changed at the next meeting. Bunek suggested having the discussion today and move forward.

**MOTION BY ANSONGE TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO WAIVE BOARD POLICY AND RE-APPOINT VICTOR GOLDSCHMIDT, ERIC WINKELMAN, AND DAVID McCULLOCH AND TO APPOINT DENNIS BUSHEY TO THE PLANNING COMMISSION TO THREE-YEAR TERMS, EXPIRING DECEMBER 31, 2020. SECONDED BY NOONAN.**

**From:** [Trudy Galla](#)  
**To:** [Laurel Evans](#)  
**Cc:** [Chet Janik](#)  
**Subject:** County Planning Commission  
**Date:** Wednesday, November 29, 2017 3:08:36 PM

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At the county planning commission meeting last night, the members discussed a recommendation to the County Board regarding appointments. The commission passed a motion to recommend the reappointment of the 3 members currently serving: **Victor Goldschmidt**, **Eric Winkelman**, and **David McCulloch**. After some discussion, the commission also passed a motion on a vote of 9 yes and 1 no, to recommend **Mr. Miller** to the position vacated by Richard Kobetz.

They directed me to send along notice to you, and to also pass along a copy of the draft minutes when they are available, so the County Board can review the discussion related to their recommendations. I will pass along a copy once the draft minutes are ready.

Trudy J. Galla, AICP, Planning Director  
Leelanau County MI  
231-256-9812  
[tgalla@co.leelanau.mi.us](mailto:tgalla@co.leelanau.mi.us)

Discussion. Commissioner Lautner stated she would like to split the vote, and has no opposition to the first three re-appointments.

**MOTION BY ANSORGE TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO WAIVE BOARD POLICY AND RE-APPOINT VICTOR GOLDSCHMIDT TO THE PLANNING COMMISSION (EDUCATION CATEGORY) TO A THREE-YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY NOONAN.**

Discussion. Commissioner Rushton stated the vacant position is for Economic Development; however, (Dennis) Bushey has applied for Municipal Government, so he would not be replacing the same position. Rushton referenced the individuals who applied for the position, and she will not be in support of the original motion.

Commissioner Wessell added he knows David Edelstein and does not believe he is serving on any other boards. Wessell said he would recommend him to be on the Planning Commission.

Commissioner Soutas-Little concurs with Wessell.

**AYES – 7 (Ansortge, Bunek, Lautner, Noonan, Rushton, Soutas-Little, Wessell)**  
**NO – 0** **RECOMMENDATION CARRIED.**

**MOTION BY ANSORGE TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO RE-APPOINT ERIC WINKELMAN TO THE PLANNING COMMISSION (TRANSPORTATION CATEGORY) TO A THREE-YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY NOONAN.**

No discussion.

**AYES – 6 (Ansortge, Bunek, Lautner, Noonan, Rushton, Soutas-Little)**  
**NO – 1 (Wessell)** **RECOMMENDATION CARRIED.**

**MOTION BY ANSORGE TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO RE-APPOINT DAVID McCULLOCH TO THE PLANNING COMMISSION (BUSINESS CATEGORY) TO A THREE-YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY NOONAN.**

Brief discussion ensued over how long McCulloch has served.

**AYES – 7 (Ansortge, Bunek, Lautner, Noonan, Rushton, Soutas-Little, Wessell)**  
**NO – 0** **RECOMMENDATION CARRIED.**

**MOTION BY ANSORGE TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO APPOINT DENNIS BUSHEY TO THE PLANNING COMMISSION (ECONOMIC DEVELOPMENT CATEGORY) TO A THREE-YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY NOONAN.**

Discussion. Chairman Bunek stated the problem with this motion is Bushey does not fit into "Economic Development," and the way the Planning Commission is structured, the people listed are supposed to fit into the appropriate categories they want to be appointed to.

Commissioner Wessell stated he is not in support since there is another applicant representing "Economic Development" that is fully qualified.

Commissioner Ansortge withdrew his motion.

**MOTION BY WESSELL TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO APPOINT DAVID EDELSTEIN TO THE PLANNING COMMISSION (ECONOMIC DEVELOPMENT CATEGORY) TO A THREE-YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY NOONAN.**

No discussion.

**AYES – 7 (Wessell, Ansortge, Bunek, Lautner, Noonan, Rushton, Soutas-Little)  
NO – 0 RECOMMENDATION CARRIED.**

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

**MOTION BY RUSHTON TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO RE-APPOINT KATHY EGAN TO THE SOIL EROSION, SEDIMENTATION AND STORMWATER RUNNOFF CONTROL ORDINANCE BOARD OF APPEALS TO A THREE YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY SOUTAS-LITTLE.**

Discussion regarding board policy ensued. Egan is already serving on Brownfield Redevelopment Authority. Commissioner Rushton withdrew her motion.

**MOTION BY ANSORGE TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO APPOINT PATRICIA DENTON TO THE SOIL EROSION, SEDIMENTATION AND STORMWATER RUNOFF CONTROL ORDINANCE BOARD OF APPEALS TO A THREE-YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY WESSELL.**

Brief discussion ensued over new applicants and their qualifications. Denton is a new applicant.

**AYES – 7 (Ansortge, Bunek, Lautner, Noonan, Rushton, Soutas-Little, Wessell)  
NO – 0 RECOMMENDATION CARRIED.**

Solid Waste Council:

**MOTION BY LAUTNER TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO WAIVE BOARD POLICY AND APPOINT PAT DEERING TO THE SOLID WASTE COUNCIL (INDUSTRY CATEGORY) TO A THREE-YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY RUSHTON.**

Discussion. Commissioner Lautner stated she believes (by statute) this Board will be filled with industry representatives. Brief discussion ensued over applicants and which field they have applied for.

**AYES – 7 (Lautner, Noonan, Rushton, Soutas-Little, Wessell, Ansortge, Bunek)  
NO – 0 RECOMMENDATION CARRIED.**

**MOTION BY LAUTNER TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO WAIVE BOARD POLICY AND RE-APPOINT MARK BEVELHYMER TO THE SOLID WASTE COUNCIL (INDUSTRY CATEGORY) TO A THREE YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY RUSHTON.**

Discussion. Chairman Bunek pointed out there was another applicant for the Industry field. Janik stated Bevelhymer is the representative from American Waste.

Commissioner Rushton added if Bevelhymer was removed from this board, it would be a detriment.

**AYES – 7 (Lautner, Noonan, Rushton, Soutas-Little, Wessell, Ansorge, Bunek)  
NO – 0 RECOMMENDATION CARRIED.**

**MOTION BY LAUTNER TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO WAIVE BOARD POLICY AND RE-APPOINT BILL PERKINS TO THE SOLID WASTE COUNCIL (ENVIRONMENTAL CATEGORY) TO A THREE-YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY RUSHTON.**

Discussion. Commissioner Wessell added that a 27 year term is a long time to be on the Solid Waste Council, and would like to find someone else who has an environmental background to serve on the Solid Waste Council.

**AYES – 7 (Lautner, Noonan, Rushton, Soutas-Little, Wessell, Ansorge, Bunek)  
NO – 0 RECOMMENDATION CARRIED.**

**MOTION BY LAUTNER TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO WAIVE BOARD POLICY AND RE-APPOINT JAMES PALMER TO THE SOLID WASTE COUNCIL (INDUSTRY CATEGORY) TO A THREE-YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY RUSHTON.**

No discussion.

**AYES – 7 (Lautner, Noonan, Rushton, Soutas-Little, Wessell, Ansorge, Bunek)  
NO – 0 RECOMMENDATION CARRIED.**

**MOTION BY LAUTNER TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO WAIVE BOARD POLICY AND RE-APPOINT TOM MacDONALD TO THE SOLID WASTE COUNCIL (LOCAL GOVERNMENT CATEGORY) TO A THREE-YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY RUSHTON.**

No discussion.

**AYES – 7 (Lautner, Noonan, Rushton, Soutas-Little, Wessell, Ansorge, Bunek)  
NO – 0 RECOMMENDATION CARRIED.**

**MOTION BY LAUTNER TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO WAIVE BOARD POLICY AND RE-APPOINT ERIC LIND TO THE SOLID WASTE COUNCIL (PUBLIC CATEGORY) TO A THREE YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY RUSHTON.**



No discussion.

**AYES – 7 (Lautner, Noonan, Rushton, Soutas-Little, Wessell, Ansorge, Bunek)**  
**NO – 0** **RECOMMENDATION CARRIED.**

**MOTION BY SOUTAS-LITTLE TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO APPOINT KATHLEEN WIEJACZKA TO THE SOLID WASTE COUNCIL (INDUSTRY WASTE GENERATOR) TO A THREE-YEAR TERM, EXPIRING DECEMBER 31, 2020. SECONDED BY WESSELL.**

Discussion ensued over Wiejaczka's qualifications and the definition of the *Industry Waste Generator* position.

Commissioner Lautner requested to have a clear definition of this position prior to voting on this at the next meeting.

**AYES – 6 (Soutas-Little, Wessell, Ansorge, Bunek, Noonan, Rushton)**  
**NO – 1 (Lautner)** **RECOMMENDATION CARRIED.**

Workforce Development Board:

**MOTION BY WESSELL TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO RE-APPOINT KELLI STEPKA TO THE WORKFORCE DEVELOPMENT BOARD TO A TWO-YEAR TERM EXPIRING DECEMBER 31, 2019. SECONDED BY SOUTAS-LITTLE.**

Discussion. Commissioner Ansorge inquired and Janik explained the recommendation from Networks Northwest; stating they have recommended a candidate and it is up to this Board to endorse it or not.

**AYES – 7 (Wessell, Ansorge, Bunek, Lautner, Noonan, Rushton, Soutas-Little)**  
**NO – 0** **RECOMMENDATION CARRIED.**

Evans stated Networks Northwest has recommended Diane Allington to be appointed to the vacancy. Brief discussion ensued.

**MOTION BY WESSELL TO RECOMMEND TO THE BOARD OF COMMISSIONERS TO APPOINT DIANE ALLINGTON TO THE WORKFORCE DEVELOPMENT BOARD TO FILL A VACANCY, EXPIRING DECEMBER 31, 2018. SECONDED BY SOUTAS-LITTLE.**

No discussion.

**AYES – 7 (Wessell, Ansorge, Bunek, Lautner, Noonan, Rushton, Soutas-Little)**  
**NO – 0** **RECOMMENDATION CARRIED.**

Public Comment:

None.

Motion to Adjourn:

Meeting Adjourned at 2:10 p.m.

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William J. Bunek, Chairman  
County Board of Commissioners

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Molly Steck, Deputy County Clerk for  
Michelle L. Crocker, County Clerk

## SOLID WASTE COUNCIL (SWC)

### FOURTEEN MEMBERS / TWO-YEAR TERMS

Contact: Trudy Galla/Kristin Holappa, Leelanau County Planning & Community Development  
8527 E. Government Center Drive, Suttons Bay, MI 49682  
231-256-9812

Meets on the 1<sup>st</sup> Tuesday of every other month at 1:00 p.m. at the above location.

The Solid Waste Council is a 14-member council charged with the responsibility of updating and carrying out the requirements of the Solid Waste Management Plan.

Membership (Category)	Appointed	Expiration	Also serves on	Requests Reapp.
Commissioner Lautner	1/1/2016	Annually		
Mark Bevelhymmer (SW Industry)	1/1/2009	12/31/2017		Yes
Bill Perkins (Environmental)	1/1/1990	12/31/2017		Yes
James Palmer (SW Industry)	1/1/2002	12/31/2017		Yes
Tom MacDonald (Local Government)	1/1/2008	12/31/2017		Yes
VACANT (Industry Waste Gen.)		12/31/2017		
Eric Lind (Public)	1/1/2012	12/31/2017	SESSRC	Yes
David McCulloch (Education)	1/1/2012	12/31/2018	PC	
Carrie Sharp (Environmental)	1/1/2015	12/31/2018		
Marcia Harris (Local Government)	1/1/2007	12/31/2018		
Tim Bolin (Public)	1/1/2013	12/31/2018		
Andrew Gale (SW Industry)	1/1/2013	12/31/2018		
Amanda Elliott (Regional SW Plan.)	12/20/2016	12/31/2018		
VACANT (SW Industry)		12/31/2016		

Applicants	Also Serves On	Also Applied For
Pat Deering (SW Industry)		
Brigid Hart (Public)		
Katharine Sterken (Public)	BRA	
Kathleen Wiejaczka (SW Industry)		B-LBOH/EHBOA/MDHHS/CMH

Also: AAANM

Member	Term	Served	#/Terms
Andy McFarlane	1992	1994	
Lisa Danto	1992	1994	
Mike Pomper	1998	1999	
Douglas Buffum	1998	1999	
Dave Barrons°	1998	2008	
J. Patrick Yoder	1998	1999	

Continued on Next Page...

**Draft Motions – Agenda Action Item #7a. Solid Waste Council, Appointments to Solid Waste Management Planning Committee**

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*Motion by \_\_\_\_\_ to recommend to the Board of Commissioners to appoint Solid Waste Council members David McCulloch, Carrie Sharp, Marcia Harris, Tim Bolin, Andrew Gale, and Amanda Elliott to the Solid Waste Management Planning Committee to one- year terms expiring December 31, 2018, as outlined in [P.A. 451 of 1994, Section 324.11534](#) . Seconded by \_\_\_\_\_ .*

*Motion by \_\_\_\_\_ to recommend to the Board of Commissioners to appoint Solid Waste Council members Mark Bevelhymer, Bill Perkins, James Palmer, Tom MacDonald, Eric Lind, Pat Deering, and Kathleen Wiejaczka to the Solid Waste Management Planning Committee to two-year terms expiring December 31, 2019, as outlined in [P.A. 451 of 1994, Section 324.11534](#) . Seconded by \_\_\_\_\_ .*



# **Policy of the Leelanau County Solid Waste Council for Use of P.A. 69 Funds**

*Approved by Solid Waste Council January 3, 2012*

*Approved by the Leelanau County Board of Commissioners January 17, 2012*

*Amended by the Solid Waste Council March 5, 2013*

*Approved by the Leelanau County Board of Commissioners April 16, 2013*

*Amended by the Solid Waste Council September 16, 2014*

*Approved by the Leelanau County Board of Commissioners October 14, 2014 EDS fo*

*Amended by the Solid Waste Council July 12, 2016*

*Approved by the Leelanau County Board of Commissioners August 16, 2016*

*Amended by the Solid Waste Council November 7, 2017*

*Approved by the Leelanau County Board of Commissioners \_\_\_\_\_*

## **Background**

A county, by resolution of the county board of commissioners of the county, may impose a surcharge on households within the county of not more than \$4.00 per month or \$50.00 per year per household (P.A. 69 of 2005) for waste reduction programs and for the collection of consumer source separated materials for recycling or composting including, but not limited to, recyclable materials, as defined in part 115 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.11501 to 324.11550, household hazardous wastes, tires, batteries, and yard clippings. The county may include commercial businesses as entities to be subject to the surcharge approved by the voters.

"Commercial businesses" means businesses engaged in the sale, lease, or exchange of goods, services, real property, or any other thing of value. Commercial businesses do not include wholesale businesses engaged in the manufacturing of goods or materials or the processing of goods or materials. With the approval of the county and after providing notice to the municipality or township in which the business is located, a business may agree to be part of an interlocal agreement established under P.A. 69, and shall be subject to the terms and conditions of the agreement.

A surcharge is a mandatory charge and may be collected by any reasonable billing method approved by the county, including, but not limited to, as part of billings for property taxes, water and sewage usage, or other services provided by the county to households and commercial businesses within the county.

The revenues collected for this program are held with the County Treasurer and are used solely for programs consistent with PA451 of 1994. The Solid Waste Council advises the Leelanau County Board of Commissioners in determining annual budgets for the program.

**1. Authorized Use of Funds:**

1. Contractual services
2. Maintenance/Repair of county-owned equipment and supplies.
3. Solid Waste Disposal fees, fuel and transportation ONLY ASSOCIATED with a contract.
4. Projects or purchases pre-approved in the annual budget.
5. Salaries, wages, or other personnel costs
6. Office supplies, postage, telephone
7. Printing and program materials, including advertisements in the local newspapers.
8. Travel expenses
9. Professional Memberships and publications
10. Locally conducted meetings and workshops
11. Training
12. Programs and services such as: recycling, tire collection, battery collection, litter control, composting, hazardous materials, etc.
13. Equipment such as: educational, litter receptacles, recycling, source reduction, and reuse equipment, audiovisual, safety, and the renting of such equipment.
14. Cleanup supplies
15. Repairs found to be necessary by the Solid Waste Council to address the functioning of recycling at the sites, **or establishment of new sites**. Such repairs will be considered on a case-by-case basis. Proposed repairs must be:
  - a. submitted in writing by the owner of the property where the recycling containers are situated,
  - b. include at least two (2) estimated costs for the repair, and
  - c. written request for reimbursement.

Reimbursement must be approved by the Solid Waste Council, and may be required to be approved by the County Board of Commissioners. Under no circumstances will reimbursement be approved for any work done prior to the steps outlined in 15 above.

**2. Unauthorized Uses of Funds:**

1. For any project or item that does not comply with the County's budgetary rules.
2. For any project or item which exceeds the maximum amount which can be approved by a department head, or county administrator, unless approved by the County Board of Commissioners.
3. For any project or item not directly related to the County's recycling programs.
4. Reimbursement of any costs related to one of the recycling sites or county programs, unless covered by an Agreement or Contract.

**3. Fund Balance**

**1. Uses:**

Funds being sought from the **Fund Balance** shall be used for the following purposes:

**First:** To balance the annual budget of Fund 230 whenever annual expenses exceed annual revenue;

**Second:** To cover unbudgeted expenses for maintenance/repair of county-owned equipment such as recycling containers and signs.

**2. Excluded uses:**

Funds being sought from the **Fund Balance** shall be used for any of the Authorized Uses listed in Section 1 of this Policy. All other uses are Excluded.

**4. Minimum Fund Balance**

1. At a minimum, the County will start the next Fiscal Year with a minimum **Fund Balance** of \$60,000.
2. If the minimum **Fund Balance** is less than \$60,000, the Solid Waste Council will review and make recommendation to the County Board on the Fee amount under P.A. 69 of 2005. The County Board may elect to increase the Fee up to the maximum allowed by the vote of the citizens on Nov. 2, 2010.

3. If the minimum **Fund Balance** is greater than \$60,000, the Solid Waste Council will review and make recommendation to the County Board on the Fee amount under P.A. 69 of 2005. The County Board may elect to decrease the Fee, or allow additional expenditures to lower the balance.

**5. Waiver of Policy**

The County Board of Commissioners retains the right to ‘waive’ any portion of this Policy, as it deems appropriate, consistent with statutory requirements.

*This policy will be reviewed annually by the Solid Waste Council, and submitted to the County Board of Commissioners if determined that the Policy should be amended.*



# EXECUTIVE DOCUMENT SUMMARY

Department: Accounting Contact Person: <u>M. Crocker, County Clerk</u> Telephone No.: <u>231/256-9824</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board: <u>December 12, 2017</u> <input checked="" type="checkbox"/> Regular Session: <u>December 19, 2017</u>

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

Budgeted Amount: <u>Yes, line item adj.</u>	Contracted Amount: <u>\$3,506.00 +/-</u>
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<b>Document Description</b>	
<input type="checkbox"/> Professional Service	<input checked="" type="checkbox"/> Other <u>Service Agreement</u>

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<p>This is a request to enter into a Service Agreement with Rehmann Robson LLC for Preparation, filing and mailing of Form 1095-C (or 1095-B). Preparing and filing of Forms 1094-C and 1095-C to the Internal Revenue Service for the calendar year ending December 31, 2017. This is our second year requesting this assistance due to the complexity of the IRS guidelines on this topic.</p> <p><i>Suggested Recommendation:</i> I move to recommend to the Board of Commissioners to approve the Service Agreement with Rehmann Robson LLC (Rehmann) for service outlined in the agreement relative to the Affordable Care Act. Funds to come from Accounting / Contractual Services 101-825-201-801-000 at the rates outlined in Schedule A - Services and Fees.</p>
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Department Head Approval: Michael J. Crocker Date: 12/4/17

## Service Agreement

This Service Agreement (the "Agreement") is entered into between **Rehmann Robson LLC** (Rehmann), and the Employer, Leelanau County ("Employer/Company") effective the 4th day of December 2017. The Company agrees to purchase, and Rehmann agrees to provide, Services (as described herein) to the Company on terms set forth in this Agreement. The Company acknowledges that Rehmann's responsibility to the Company is limited to those Services and as agreed to on Schedule A.

### I. Services

- Preparation, filing, and mailing of Form 1095-C (or 1095-B) for each individual considered a full-time employee and each individual offered insurance that is not considered a full-time employee under Internal Revenue Code section 4980H for the calendar year ending December 31, 2017.
- Preparation and filing of Forms 1094-C and 1095-C (or 1094-B and 1095-B) to the Internal Revenue Service for the calendar year ending December 31, 2017.

We will base any tax-related analysis and recommendations on the facts that Company personnel provide to us and on tax law and interpretations that are subject to change. We will not independently verify the facts provided. Written advice, if any, provided by us is for the Company's information and use only and is not to be provided to any third party without our express written consent.

### II. Company Representations and Responsibilities

The Company represents that: (1) it is authorized to enter into this Agreement; (2) each person who executes the Agreement has the authority to act on behalf of the Company; (3) all expenses constitute a liability of the Company until paid; (4) the Company's insurance advisors may view records maintained by Rehmann.

Management is responsible for identifying and ensuring that the Company complies with applicable laws and regulations. We perform services for the Company based on present professional standards, laws and regulations. While we will strive to communicate with the Company with respect to changes in professional tax standards, laws and regulations, or to related judicial and administrative interpretations of tax authorities, as a general principle we cannot undertake with the Company to advise management of each and every change that may occur.

### III. Provision of Information

Rehmann may, from time to time, request certain information from the Company, which is necessary to enable Rehmann to adequately perform its duties. Rehmann, its officers, employees, and agents shall not be liable for any damages, tax, interest, penalties, or fines incurred by the Company or its employees, employees' spouses, or dependents if not all the requested information is furnished to Rehmann in a timely manner. All such data, whether oral or in writing, shall be accurate, and the nature, format, content, timing and appearance thereof has been determined to be acceptable to Rehmann, in its good faith business judgment and determination.

Rehmann shall be fully protected in relying on any such information furnished to it and is under no obligation to inquire into the correctness or accuracy of the data. The Company acknowledges that it is responsible for providing complete and accurate data on a timely basis. The Company further acknowledges that without such accurate, complete, and timely data, it is impossible for Rehmann to provide accurate and timely reporting. The Company acknowledges that inaccurate information and/or late information could result in penalties. Rehmann assumes no responsibility for, and shall not have any liability for, any consequences that result from Rehmann's inability to complete its work in the ordinary course of its business due to the failure of the Company or Company representatives to provide timely and accurate information to Rehmann.

#### **IV. Information Privacy**

Rehmann and the Company agree that all information and data is confidential information of the Company. Rehmann and the Company agree that they will not (1) use any non-public personal information, regardless of the source of the data, for any purpose other than communicating with employees; (2) sell, sublicense, or resell non-public personal information to any third party; (3) use the non-public personal information for any unlawful purpose; (4) use the non-public personal information for any purpose other than its own internal purposes; or (5) use the non-public personal information for any purpose that would violate the privacy obligation policy.

In the interest of facilitating our Services to your Company, Rehmann may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential to your Company. Rehmann employs measures in the use of facsimile machines and computer technology designed to maintain data security. While Rehmann will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, the Company recognizes and accepts that Rehmann has no control over the unauthorized interception of these communications once they have been sent and consents to our use of these electronic devices during the term of this Agreement. Additionally, Rehmann may send marketing materials, including an e-newsletter via electronic mail.

If applicable, Rehmann and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time.

The Company and its agents agree to use all necessary and appropriate measures to safeguard the confidentiality of any information, data, or other materials transmitted to Rehmann (including, without limitation, any transmissions over the Internet) and to comply with such requirements as may be established from time to time by Rehmann. The Company will require that all parties adhere to the confidentiality standards in the preceding sentence with respect to data and information transmission.

#### **V. Acts Beyond the Control of the Company or Rehmann**

Neither the Company nor Rehmann will be responsible for delays or failures in performance resulting from acts beyond reasonable control; such as, but not limited to, acts of God, natural disasters, and equipment malfunctions.

#### **VI. General Terms of the Agreement**

The returns are subject to examination by the taxing authorities. In the event of an audit, the Company may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on a tax return. If an examination occurs, Rehmann will represent the Company if the Company so desires. Additional fees may apply depending on the scope of the engagement.

The Company may request that Rehmann perform other additional services not contemplated by this Agreement. If this occurs, Rehmann will communicate with the Company regarding the scope of the additional services and the estimated fee. Rehmann also may issue a separate service agreement covering the additional services. In the absence of any other written communication from Rehmann documenting such additional services, our Services will continue to be governed by the terms of this Agreement.

Rehmann may use third-party service providers in serving your account. Rehmann may share confidential information about the Company with these service providers, but remains committed to maintaining the confidentiality and security of your information. Accordingly, Rehmann maintains internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, Rehmann will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and Rehmann will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that Rehmann is unable to secure an appropriate confidentiality agreement, the Company will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, Rehmann will remain responsible for the work provided by any such third-party service providers.

It is our policy to keep records related to this Agreement for seven years. However, Rehmann does not keep any original client records, so Rehmann will return those to the Company at the completion of the Services rendered under this Agreement. When records are returned to the Company, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. By your signature, the Company acknowledges and agrees that upon the expiration of the seven-year period, Rehmann shall be free to destroy our records related to this Agreement.

Rehmann and the Company acknowledge that our relationship is exclusively that of an independent contractor and that Rehmann's obligations to the Company are exclusively contractual in nature. This engagement letter does not create an agency, employment, partnership, joint venture, trust or other fiduciary relationship between the parties. Neither party shall have the right to bind the other to any third party or otherwise to act in any way as a representative or agent of the other except as otherwise agreed in writing between the parties.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association, or other association mutually agreed upon by the parties to this Agreement, under its Rules for Professional Accounting and Related Services Disputes, before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

No delay or omission in the exercise of any right or remedy by a nondefaulting party shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

It is further understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties related to this matter, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

The Company agrees that Rehmann's maximum liability to the Company for any negligent errors or omissions committed by us in the performance of this engagement will be limited to one times the amount of our fees earned for the most recent fiscal year of this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

The Company shall indemnify and hold harmless Rehmann and its personnel from and against any payment, loss, cost or expense (including reasonable attorneys' fees) paid or incurred by Rehmann at any time and in any way i) relating to claims by any Company employees or former employees; ii) attributable to misrepresentations of the Company; or iii) arising out of or relating to the services under this agreement, except, as indicated above, to the extent determined to result from our gross negligence or willful misconduct. The foregoing indemnity is intended to apply to the extent not contrary to applicable law. This paragraph shall survive the termination of this agreement for any reason.

Notwithstanding anything to the contrary, Rehmann's maximum aggregate liability under this agreement (regardless of form of action, whether in contract, negligence or otherwise), shall be limited to the fees paid to Rehmann for the portion of the Company's fiscal year during the term of this agreement in which the latest event, act, or omission occurs which gives rise to such liability. In no event shall Rehmann be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.), even if our Firm has been advised of their possible existence. This provision shall survive the termination of this agreement for any reason.

As a result of our prior or future services to the Company, we might be requested to provide information or documents to the Company or a third party in a regulatory, legal, administrative, or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to the Company. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all such requests we will observe the confidentiality requirements of our profession and will notify management promptly of the request. If anyone requests or subpoenas any information or materials related to this engagement which is in our custody or control, we will inform management. Should the Company request us to take any legal action to seek protection against disclosure of such information or materials, the Company will either retain legal counsel to represent us, or will indemnify us for all costs and expenses, including attorney's fees and expenses.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**VII. Fees and Billing**

Services and Fees are provided in the attached Schedule A. Fees will be reviewed annually.

See Schedule A for fees and timing of billings. All invoices are payable upon receipt. Invoices become delinquent if not paid within 30 days of invoice date. If invoices become delinquent, they will incur an interest charge of 1.5% per month on any unpaid balances. If invoices are not paid within 90 days of invoice date, Rehmann reserves the right, at our discretion, to discontinue work until your account becomes current or withdraw from this Agreement. The Company acknowledges and agrees that Rehmann is not required to continue work in the event of the Company's failure to pay on a timely basis for services rendered as required by this Agreement. The Company further acknowledges and agrees that in the event Rehmann stops work or withdraws from this Agreement as a result of the Company's failure to pay on a timely basis for services rendered, Rehmann shall not be liable to the Company or any third parties for any damages that occur as a result of Rehmann's ceasing to render services. The Company will be obligated to compensate Rehmann for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Sincerely,

**Rehmann Robson LLC (Rehmann)**



Marie Shebuski, ERPA, QPA, QKA  
Principal  
517-316-2420

**ACKNOWLEDGEMENT:**

The Company agrees this letter correctly sets forth the understanding of the services and fees to be provided.

---

Leelanau County

---

Printed Name and Signature

---

Title

---

Date

**Schedule A**  
**Services & Fees**  
**For Calendar Year Ending 12/31/2017**

**Leelanau County**

Services

<b>Services Included:</b>
Preparation, filing, and mailing of Form 1095-C (or 1095-B) for each individual considered a full-time employee under Internal Revenue Code section 4980H.
Preparation and filing of Forms 1095-C and 1094-C (or 1094-B and 1095-B) to the Internal Revenue Service.
Support for ongoing questions
Support in the event of ACA related IRS notices

Service	Amount	#Employees	Total Estimated Annual Fees
Annual Fee	\$750		\$750
Reporting Fee (per month)	\$.98 x 12	118	\$1,388
Filing Fee	\$2.70	118	\$318
Consulting and assistance with compiling required data, review of tax forms, ongoing questions and assistance (estimated 3 hours billed at hourly rate of \$350)	\$350	3 hours	\$1,050

***Implementation and Annual Fees will be billed immediately. Consulting services will be billed at hourly rate when services are provided. An annual reconciliation invoice will be generated once 1095 forms are prepared and the employee count is verified. Any additional consulting and assistance time above the amount quoted above will be billed as services are provided.***

# EXECUTIVE DOCUMENT SUMMARY

Department: County Clerk Contact Person: <u>M. Crocker, County Clerk</u> Telephone No.: <u>231/256-9824</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>December 12, 2017</u> <input checked="" type="checkbox"/> Regular Session: <u>December 19, 2017</u>
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<b>Source Selection Method</b>	VENDOR: _____ Address: _____ Phone: _____
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Year-end Adjustments</u>	

Budgeted Amount: _____	Contracted Amount: _____
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<b>Document Description</b>	
<input type="checkbox"/> Professional Service	<input checked="" type="checkbox"/> Other <u>Service Agreement</u>

<input type="checkbox"/>	<b>Request to Waive Board Policy on Bid Requirements</b> This is a yearly request that authorizes the County Clerk to make necessary adjustments to budgets at year-end to avoid deficits and audit findings within the General Fund.
<b>Suggested Recommendation:</b>	<i>I move to recommend to the Board of Commissioners to approve/authorize the County Clerk to make any year-end adjustments and transfers deemed necessary to avoid year-end deficits in the various department budgets within the General Fund. No transfers/adjustments to go beyond funds in contingency. All transfers/adjustments require the signature of the County Clerk.</i>

Department Head Approval: Michael J. Crocker Date: 12/4/17



# EXECUTIVE DOCUMENT SUMMARY

Department: County Clerk Contact Person: <u>M. Crocker, County Clerk</u> Telephone No.: <u>231/256-9824</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board: <u>December 12, 2017</u> <input checked="" type="checkbox"/> Regular Session: <u>December 19, 2017</u>

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

Budgeted Amount: _____	Contracted Amount: _____
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<b>Document Description</b>	
<input type="checkbox"/> Professional Service	<input checked="" type="checkbox"/> Other <u>Appointment</u>

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

Two terms recently expired on the Election Canvassing Board. These are political appointments. Due to the vacancies, the County Clerk is allowed to make the appointments pursuant to Michigan Compiled Laws. I have chosen to reappoint Democrat Donna Dodd and Republican Susan Quinlan; both of these individuals were endorsed by their respective party and are willing to be reappointed.

Since these appointments are for four-year terms, November 1, 2017-October 31, 2021, I would like to present this also to the Board of Commissioners and request a motion from you also appointing these individuals (endorse my appointments).

Additional note: Pursuant to Michigan Compiled Laws, there is an actual process for Regular Appointments to the Board, where if all dates are complied with, this would have been presented to the Board of Commissioners in October. Somewhere along the way, dates were missed and I have personally now made the appointments as allowed by law.

**Suggested Recommendation:** *I move to recommend to the Board of Commissioners to appoint Donna Dodd (Democrat) and Susan Quinlan (Republican) to the Leelanau County Board of Canvassers, each for a four-year term beginning November 1, 2017 - October 31, 2021, as recommended by the Leelanau County Clerk, Michelle L. Crocker.*

Department Head Approval: *Michelle L. Crocker* (Signature) 12/5/2017 (Date)

# EXECUTIVE DOCUMENT SUMMARY

Department: Administration Contact Person: <u>Chet Janik</u> Telephone No.: <u>231-256-8100</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>12/12/2017</u> <input checked="" type="checkbox"/> Regular Session: <u>12/19/2017</u>
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<b>Source Selection Method</b> <input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>N/A</u>	VENDOR: _____ Address: _____ Phone: _____
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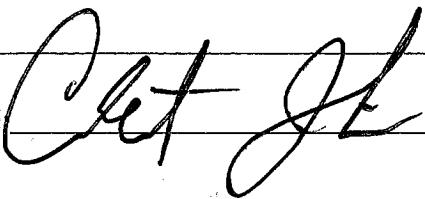
Budgeted Amount: _____	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Revision of County Job Descriptions</u>

Request to Waive Board Policy on Bid Requirements

This is a continuation of reviewing and modifying those descriptions as necessary. Department Heads and Elected Officials were tasked with reviewing and marking up suggested changes, which are indicated with color.

**Suggested Recommendation:** To recommend to the Board of Commissioners to approve revisions to the following job descriptions - Chief Assistant Prosecuting Attorney, Prosecuting Attorney, Deputy County Clerk, and Account Clerk, as presented.

Department Head Approval:  Date: 12/07/2017

County Of Leelanau

Job Description

## CHIEF ASSISTANT PROSECUTING ATTORNEY

Supervised by: Prosecuting Attorney

FLSA Status: Exempt

### General Summary:

Under the supervision of the Prosecuting Attorney, represents the People of the State of Michigan in all facets of criminal prosecution and dependent/neglect proceedings involving children in the District Court, Probate Court, Circuit Court, Michigan Court of Appeals, and Michigan Supreme Court. Has full authority to act in any matter in the absence of the Prosecuting Attorney, as directed. This position requires irregular hours and travel by the employee in his or her own vehicle.

### Essential Job Functions:

An employee in this position may be called upon to perform any or all of the following essential functions. These examples do not include all of the duties, which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Serves in a full-time capacity as the chief legal assistant to the Leelanau County Prosecuting Attorney.
2. Makes determinations on the authorization of criminal charges by reviewing police reports, interviewing victims, witnesses, and police officers. Applies Michigan statutes, procedural law and constitutional law in making decisions concerning the authorization of criminal charges.
3. Makes determinations on the authorization of dependent/neglect proceedings involving children. Decides whether to proceed for termination of parental rights.
4. Engages in legal research, drafts legal briefs, prepares and answers motions, and interviews witnesses in preparation for court appearances.
5. Conducts felony and misdemeanor trials in Circuit Court and District Court, respectively. Conducts criminal trials, dependent/neglect trials and parental rights termination hearings in juvenile court. Conducts mental commitment proceedings in Probate Court.
6. Conducts preliminary examinations in District Court on felonies, presenting evidence necessary to bind over felony cases for trial in Circuit Court. "On call" to police officers and court at the direction of the Prosecuting Attorney. Represents the Prosecutor's Office at civic functions as directed by the Prosecuting Attorney.

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7. Prepares appeals and appellate briefs and oral argument to the Circuit Court, Michigan Court of Appeals and Michigan Supreme Court.
8. Renders legal advice to law enforcement officers.
9. Renders legal advice to elected officials, as requested by Prosecuting Attorney. Legal advice limited to non-labor issues.
10. Performs related work as required.

**Required Knowledge, Skills, Abilities and Minimum Qualifications:**

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

Requirements include the following:

- A Jurist Doctorate and State Bar License.
- Two years experience as a practicing attorney including trial experience.
- A Michigan vehicle operator’s license.
- Thorough knowledge of Michigan statutes as well as procedural and constitutional law.
- Skill in compiling and evaluating complex data and formulating positions and arguments.
- Skill in oral presentation, examination and cross-examination.
- Skill in developing and fostering effective public relations.
- Ability to establish effective working relationships and work cooperatively with other individuals and agencies within the criminal justice system.
- Ability to critically assess situations, solve problems, work effectively under stress, within deadlines and changes in work priorities.
- Ability to maintain accurate and complete records and maintain confidentiality.
- A criminal background check and finger printing are required prior to employment.

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**Physical Demands and Work Environment:**  
<#>The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential duties of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.¶

<#>¶  
<#>While performing the duties of this job, the employee is regularly required to communicate with others in person and on the telephone as well as view and product written documents. The employee frequently is required to use hands to finger, handle or feel and reach with hands and arms. The employee must occasionally lift and/or move items of lightweight.¶

<#>¶  
While performing the duties of this job, the employee regularly works in a business office or courtroom setting. The noise level in the work environment is usually quiet to moderate.

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County of Leelanau  
Job Description

**ASSISTANT PROSECUTING ATTORNEY**

**Supervised By:** County Prosecutor  
**FLSA Status:** Exempt

**General Summary:**

Under the supervision of the Prosecuting Attorney, participates in the prosecution of persons accused of violation of criminal laws by collecting, analyzing and presenting evidence before the County District, Circuit, and Probate Courts.

**Essential Duties and Responsibilities:**

An employee in this position may be called upon to perform any or all of the following essential functions. These examples **do not** include all of the duties which the employee may be expected to perform. An individual must be able to perform each essential function satisfactorily.

- Serves in a full-time capacity as the chief legal assistant to the Leelanau County Prosecuting Attorney.
- Regularly interviews victims of crimes and police officers seeking criminal warrants, reviews police reports, interviews witnesses, and gathers and analyzes other information in order to determine if a complaint should be authorized.
- Determines, or makes authoritative recommendations on, the appropriate charges to be made on assigned criminal cases.
- Participates in pretrial activities including bond hearings, arraignments, plea negotiations, and interactions with defense counsel and defendants.
- Prepares for court appearances by drafting briefs, gathering and analyzing evidence, interviewing witnesses, researching appropriate law, and researching previous related cases.
- Appears in court for preliminary examinations to present evidence demonstrating why the case should go to trial.
- Plans and conducts trials in courts by delivering the prosecution's case in opening and closing statements and calling, examining, and cross examining witnesses.

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- Prepares answers to motions filed by defense attorneys, prepares prosecution's motions of assigned cases, and appears in court to argue these motions.
- Renders legal advice to law enforcement officers.
- Serves as a representative of the Prosecutor's Office at various county, regional, and state meetings.
- Renders preliminary drafts of legal opinions regarding corporate counsel matters.
- Serves as lead worker, coordinating the day-to-day activities and assigning work to entry-level professional staff.
- Prepares appellate briefs, and attends appellate court hearings and motions.
- Performs other related legal duties as assigned.

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#### **Employment Qualifications:**

Education: Possession of a juris doctorate degree from an accredited law school.

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Experience: Admission into the State Bar of Michigan. Prior trial experience is helpful.

A criminal background check and fingerprinting are required prior to employment.

**Deleted:** A minimum of two years as a practicing attorney involving trial experience or the equivalent. Six months orientation period.

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The qualifications listed above are guidelines. Other combinations of education and experience which could provide the necessary knowledge, skills and abilities to perform the job should be considered.

COUNTY OF LEELANAU  
JOB DESCRIPTION

**ACCOUNT CLERK**

Supervised By: County Clerk and Chief Deputy County Clerk  
FLSA: Non-Exempt

**General Summary:**

Under the supervision of the County Clerk and Chief Deputy, the Account Clerk performs a variety of financial functions that include, but is not limited to, grant preparation, billings, payroll, accounts payable, budget preparation, yearly audit preparation and participation, inventory, and depreciation.

**Essential Job Functions:**

An employee in this position may be called upon to perform any or all of the following essential functions. These examples do not include all of the duties, which the employee may be expected to perform. An individual must be able to perform each essential function successfully.

1. Processes payroll, checking employee time sheets and codes, preparing for computer run, and distributing checks within established procedures, staying compliant with Governmental Accounting Standards and IRS regulations.
2. Operates a computer to compile data, run printouts and generate required reports and must have knowledge of multiple software applications to process and produce the information.
3. Prepares and/or reviews daily receipts, warrants and various journal entries to the appropriate ledger.
4. Compiles, calculates data, and maintains a variety of periodic financial reports, including multiple grants, cash balances, inventories, cash management projections, and escrow account reports.
5. Provides accounting assistance, both over-the-counter, by telephone and by email to individual County employees, department heads, Elected officials, vendors, and contractors.
6. Processes accounts payable billings for weekly and monthly distribution of checks and maintains related records verifying accuracy, proper coding, available funds, and compliance with county policy.
7. Assists with compiling, analyzing, and reconciling financial documents and other information for a variety of department activities, such as participating in year-end financial closing activities; resolves issues that may result from changes to established policies, procedures, or conditions.

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8. Processes a variety of both routine and complex financial forms, documents, payments, adjustment requests, and information.
9. Monitors department budget activity, identifies and reports potential financial overruns and variances at an early stage and notifies supervisors.
10. Performs the duties of other personnel as workloads, absences, and emergencies dictate.
11. Performs other duties or projects as assigned.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. This is not to be construed as an exhaustive list of all job duties performed by personnel so classified.

**Required Knowledge, Skills, Abilities and Minimum Qualifications:**

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualification necessary to perform the essential functions of the position:

- Proficiency in English grammar, spelling, punctuation, simple mathematical functions, such as addition, subtraction, multiplication, division, percentages, ratios.
- Knowledge of generally accepted accounting principles, terminology, procedures, theory, and practices.
- Specialized knowledge related to the function of the position, with a keen eye for attention to detail and an ability to work effectively under stress, with priorities and deadlines constantly changing.
- Skill in operation of modern office equipment, such as computers, facsimile, copiers, scanners and telephones.
- Skill in use of computer software, including spreadsheet development and word processing.
- Interpersonal skills necessary to work courteously and effectively with other employees and the public.
- Ability to accurately organize and maintain paper documents and electronic files.
- Ability to comprehend, process, and apply both verbal and written skills appropriate to the job.
- Ability to maintain the confidentiality of information and professional boundaries.
- Ability to detect errors and make corrections as directed and under established procedures.

Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

**Education:**

Possession of an Associate's Degree or High School diploma or G.E.D., supplemented by advanced college coursework in Accounting or related field.

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**Experience:**

One year of directly related experience; ~~three- to six-month orientation period.~~

The qualifications and experience listed above are guidelines. Other combinations of education and experience which could provide the necessary knowledge, skills and abilities to perform the job will be considered.

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# EXECUTIVE DOCUMENT SUMMARY

Department: Administration Contact Person: <u>Chet Janik</u> Telephone No.: _____	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>12/12/2017</u> <input checked="" type="checkbox"/> Regular Session: <u>12/19/2017</u>
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<b>Source Selection Method</b> <input checked="" type="checkbox"/> Quotation <input type="checkbox"/> Other: _____	VENDOR: <u>MMRMA</u> Address: _____ Phone: _____
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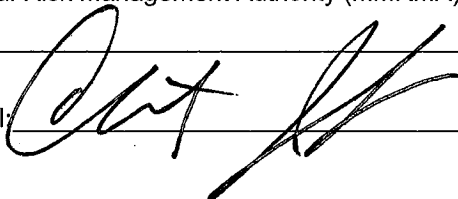
Budgeted Amount: _____	Contracted Amount: _____
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Document Description	
<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

Attached is the renewal proposal for 2018 property and casualty insurance, including the Board Summary of coverage, with RAP (Risk Avoidance Program) and NAD (Net Asset Distribution) information, the NAD Payment Options, along with the Coverage Proposal.

**Suggested Recommendation:** Motion to recommend to the Board of Commissioners to approve the 2018 Renewal for Property and Casualty Insurance between Leelanau County and Michigan Municipal Risk Management Authority (MMRMA), as presented.

Department Head Approval:  Date: 12/7/2017



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

**COVERAGE PROPOSAL DELIVERY LETTER**

Dear Member,

Please find the attached renewal proposal. Print and sign in all indicated areas and then **return a COPY of the signature pages to Katie Schoening via email at [kschoening@mmrma.org](mailto:kschoening@mmrma.org)** or by mail to the address below. **Only after we have received your signature pages** will your Net Asset Distribution payment be processed.

Your renewal pack includes...

- Cover Letter - Board summary of coverage, RAP and NAD information.
- NAD Payment Options - Select your payment option, **sign and return** a copy to our office (for Individual Members Only).
- Coverage Proposal - Review, **sign where indicated and return** copies of signature pages to our office via email.

As a reminder... You can find the following at [www.MMRMA.org](http://www.MMRMA.org)

- Complete Coverage Documents - This is MMRMA's policy and coverage information
- Risk Transfer Manual – Examples of Certificates, contractor insurance requirements, hold harmless, waivers, etc.
- Special Events Manual – planning matrix, permits, alcohol, weather, special hazards
- Model Policies & Procedures – over 100 model policies on a wide range of topics
- RAP Grant Guidelines and Forms
- Claims Forms
- Calendar of Events and Training
- Much more!

Thank you,

A handwritten signature in black ink that reads "Ritch Hauch".

Robert C Hauch  
Risk Manager, MMRMA  
616-450-3500 (cell)  
800-243-1324 (office)  
[rhauch@mmrma.org](mailto:rhauch@mmrma.org)



**RENEWAL FOR PROPERTY AND CASUALTY INSURANCE  
Leelanau County  
January 2018**

Dear Chet,

On behalf of everyone at the Michigan Municipal Risk Management Authority, we would like to thank you for continuing your Property and Casualty coverage with the Authority.

The renewal summary below is provided for your convenience. Complete information is enclosed regarding coverage terms, conditions and services.

Property & Casualty Coverage	\$172,958
Stop-loss coverage	5,104
<b>Cost of Insurance</b>	<b>\$178,062</b>
Loss Fund Deposit	\$30,000
<b>Total Contribution for Coverage Period</b>	<b>\$208,062</b>

Unless other arrangements have been made with the accounting department, payment terms for coverage are 50% due at time coverage is bound, 25% after 90 days and the remaining 25% due after 180 days.

Below is a summary of funds you have received or been approved to receive through various MMRMA programs. Net Asset Distribution's for the period are subject to continued Membership and eligibility criteria.

<u>Member Account Summary</u>	<u>Period</u>	<u>Program Total</u>
Net Asset Distribution	\$113,006	\$916,559
RAP Grants	\$2,500	\$47,233

Please do not hesitate to call us if you have any questions or need additional information.

Thank you. We appreciate your business.

Robert C. Hauch  
Regional Risk Manager, MMRMA

**RISK**

**MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
AUTHORITY**

## Net Asset Distribution Payment Options

Dear Member,

You are eligible for a Net Asset Distribution if you renew your membership with MMRMA at your next renewal. There are several options for how you can receive your distribution as long as you are in compliance with the Member Financial Responsibilities Policy. You may choose to (1) deposit the entire amount into your member funds held on deposit account, (2) receive the entire amount in the form of a check, (3) apply the entire amount toward your annual General or Retention Fund contribution, or (4) some combination thereof. Please refer to the Member Financial Responsibilities Policy for your distribution options if you are not in compliance.

Please indicate your preference below; sign this form and mail, fax, or email it back to our office.

<b>Member Name:</b>	<i>Leelanau County</i>
<b>Total Net Asset Distribution amount you are eligible:</b>	<i>\$113,000.00</i>
<b>Amount you wish to deposit into your member funds held on deposit account:</b>	<i>?</i>
<b>Amount you wish to receive in the form of a check:</b>	<i>?</i>
<b>Amount you wish to apply to your annual General Fund contribution:</b>	<i>?</i>
<b>Amount you wish to apply to your annual Retention Fund contribution:</b>	<i>?</i>

**Net Asset Distributions will be made within 30 days *after* we have received your signed coverage proposal and this form.**

You can mail this form to: MMRMA Attention: Katie Schoening, 14001 Merriman, Livonia, MI 48154, fax it to 734-513-0318, or email it to [kschoening@mmrma.org](mailto:kschoening@mmrma.org).

Member Representative Signature

Date



**Michigan Municipal Risk Management Authority  
Statement of Changes in Member Retention Fund  
For 7/1/2017 to 9/30/2017**

**MEMBER:** 01073-Leelanau, County of

**Receipts:**

Member Contributions Received - Regular	\$0.00
Member Contributions Received - Additional	\$0.00
Net Asset Distribution Transfer	\$0.00
Miscellaneous Revenue Received	\$0.00
State Pool Deductible Receipts	\$0.00
Interest Income	\$353.13
<b>Total Receipts</b>	<b>\$353.13</b>

**Claims & Related Payments:**

Claim Losses Paid	(\$12,770.86)
Net Claims, Adjustment Expenses, Recoveries - 7/1-9/30/12	\$0.00
Claim Adjustment Expenses Paid	\$0.00
Reinsurance Recoveries	\$0.00
Stop Loss Recoveries	\$0.00
Subrogation Recoveries	\$0.00
<b>Net Claims and Claim Adjustment Expenses</b>	<b>(\$12,770.86)</b>

**Other Payments:**

Interest Expense for Negative Balance	\$0.00
Special Legal Services	\$0.00
Direct Meeting Expenses of Member	\$0.00
Member General Fund Contribution Transfer	\$0.00
Member Withdrawals	\$0.00
<b>Total Other Payments</b>	<b>\$0.00</b>

*Industry recommends  
1.5 to 20 x SIR  
on account*

<b>Net Contribution to Retention Fund during Period</b>	(\$12,417.73)
<b>Beginning of Period Member Retention Fund Balance</b>	\$55,167.79
<b>End of Period Member Retention Fund Balance</b>	<b>\$42,750.06</b>

\*

<b>Reported Reserves within Member's Self-Insured Retention</b>	<b>\$0.00</b>
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# MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY COVERAGE PROPOSAL

<b>Member:</b>	<b>Leelanau County</b>	<b>Proposal No: Q000011345</b>
<b>Date of Original Membership:</b>	<b>July 1, 1985</b>	
<b>Proposal Effective Dates:</b>	<b>January 01, 2018 To January 01, 2019</b>	
<b>Member Representative:</b>	<b>Chet Janik</b>	<b>Telephone #: (231) 256-9711</b>
<b>Regional Risk Manager:</b>	<b>Michigan Municipal Risk Management Authority</b>	<b>Telephone #: (734) 513-0300</b>

## A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. **Leelanau County** (hereinafter "Member") is eligible to be a Member of MMRMA. **Leelanau County** agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

**Leelanau County** is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Proposal summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Proposal, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

## B. Member Obligation - Deductibles and Self Insured Retentions

**Leelanau County** is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). **Leelanau County's** SIR and deductibles are as follows:

**Table I**  
**Member Deductibles and Self Insured Retentions**

COVERAGE	DEDUCTIBLE	SELF INSURED RETENTION
Liability	N/A	\$75,000 Per Occurrence
Vehicle Physical Damage	\$1,000 Per Vehicle	\$15,000 Per Vehicle \$30,000 Per Occurrence
Fire/EMS Replacement Cost	N/A	N/A
Property and Crime	\$1,000 Per Occurrence	N/A
Sewage System Overflow	N/A	N/A

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

Member's Motor Vehicle Physical Damage deductible applies, unless the amount of the loss exceeds the deductible. If the amount of loss exceeds the deductible, the loss including deductible amount, will be paid by MMRMA, subject to the Member's SIR.

The **Leelanau County** is afforded all coverages provided by MMRMA, except as listed below:

1. Sewage System Overflow
2. Specialized Emergency Response Expense Recovery Coverage
- 3.
- 4.

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

**Leelanau County** agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

**C. MMRMA Obligations - Payments and Limits of Coverage**

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.



**Table II**  
**Limits of Coverage**

Liability and Motor Vehicle Physical Damage	Limits of Coverage Per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
1 Liability	15,000,000	N/A	N/A	N/A
2 Judicial Tenure	100,000	N/A	N/A	N/A
3 Sewage System Overflows	0	N/A	0	N/A
4 Volunteer Medical Payments	25,000	N/A	N/A	N/A
5 First Aid	2,000	N/A	N/A	N/A
6 Vehicle Physical Damage	1,500,000	N/A	N/A	N/A
7 Uninsured/Underinsured Motorist Coverage (per person)	100,000	N/A	N/A	N/A
Uninsured/Underinsured Motorist Coverage (per occurrence)	250,000	N/A	N/A	N/A
8 Michigan No-Fault	Per Statute	N/A	N/A	N/A
9 Terrorism	5,000,000	N/A	N/A	5,000,000

Property and Crime	Limits of Coverage Per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
1 Buildings and Personal Property	29,024,665	350,000,000	N/A	N/A
2 Personal Property in Transit	2,000,000	N/A	N/A	N/A
3 Unreported Property	5,000,000	N/A	N/A	N/A
4 Member's Newly Acquired or Constructed Property	5,000,000	N/A	N/A	N/A
5 Fine Arts	2,000,000	N/A	N/A	N/A
6 Debris Removal (25% of Insured direct loss plus)	25,000	N/A	N/A	N/A
7 Money and Securities	1,000,000	N/A	N/A	N/A
8 Accounts Receivable	2,000,000	N/A	N/A	N/A
9 Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit)	0	10,000,000	N/A	N/A
10 Fire and Emergency Vehicle Rental (12 week limit)	0 per week	N/A	N/A	N/A
11 Structures Other Than a Building	5,000,000	N/A	N/A	N/A
12 Storm or Sanitary Sewer Back-Up	1,000,000	N/A	N/A	N/A
13 Marine Property	1,000,000	N/A	N/A	N/A
14 Other Covered Property	10,000	N/A	N/A	N/A
15 Income and Extra Expense	5,000,000	N/A	N/A	N/A
16 Blanket Employee Fidelity	1,000,000	N/A	N/A	N/A
17 Faithful Performance	Per Statute	N/A	N/A	N/A
18 Earthquake	5,000,000	N/A	5,000,000	100,000,000
19 Flood	5,000,000	N/A	5,000,000	100,000,000
20 Terrorism	50,000,000	50,000,000	N/A	N/A

**TABLE III**

**Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense Coverage**

**Limits of Coverage**

**Retroactive Dates:**

**For Coverage A -- Data Breach and Privacy Liability Coverage: 7/1/2013**

**For Coverage C -- Electronic Media Liability Coverage: 7/1/2013**

<b>Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense</b>	<b>Limits of Coverage Per Occurrence/Claim</b>	<b>Annual Aggregate</b>	
	<b>Member</b>	<b>Member</b>	<b>All Members</b>
Coverage A -- Data Breach and Privacy Liability Coverage: Each Claim:	\$5,000,000 Included in the limit above	\$5,000,000	\$25,000,000
Coverage B -- Data Breach Loss to Member Coverage: Each Unauthorized Access:	Included in the limit above		
Coverage C -- Electronic Media Liability Coverage: Each Claim:	Included in the limit above		
Coverage D -- Breach Mitigation Expense Coverage: Each Unintentional Data Compromise:	Included in the limit above		

The total liability of MMRMA shall not exceed \$5,000,000 per Member aggregate Limit of Liability for coverages A, B, C, and D, in any coverage period.

The total liability of MMRMA shall not exceed \$25,000,000 for All Members aggregate Limit of Liability for coverages A, B, C, and D, from July 1, 2017, to June 30, 2018.

**TABLE IV**

**Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense Coverage**

**Deductibles**

<b>Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense</b>	<b>Deductible Per Occurrence/Claim</b>
	<b>Member</b>
Coverage A -- Data Breach and Privacy Liability Coverage: Each Claim:	\$25,000
Coverage B -- Data Breach Loss to Member Coverage: Each Unauthorized Access:	\$25,000
Coverage C -- Electronic Media Liability Coverage: Each Claim:	\$25,000
Coverage D -- Breach Mitigation Expense Coverage: Each Unintentional Data Compromise:	\$25,000

**Table V**  
**Specialized Emergency Response Expense Recovery Coverage**  
**Limits of Coverage**

Specialized Emergency Response Expense Recovery	Limits of Coverage per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
	N/A	N/A	N/A	N/A

**Table VI**  
**Specialized Emergency Response Expense Recovery Coverage**  
**Deductibles**

Specialized Emergency Response Expense Recovery	Deductible per Occurrence
	Member
	N/A

**D. Contribution for MMRMA Participation**

Leelanau County

Period: January 01, 2018

To January 01, 2019

Coverages per Member Coverage Overview:	\$172,958
Stop Loss Coverage:	\$5,104
Member Loss Fund Deposit:	\$30,000
<b>TOTAL ANNUAL CONTRIBUTIONS:</b>	<b>\$208,062</b>

**E. List of Addenda**

1. Stop Loss Program Participation Agreement

**This document is for the purpose of quotation only and does not bind coverage in the Michigan Municipal Risk Management Authority, unless accepted and signed by both the authorized Member Representative and MMRMA Representative below.**

Accepted By:

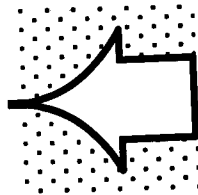
Leelanau County

Proposal No:

Q000011345

\_\_\_\_\_  
Member Representative

\_\_\_\_\_  
Date



**SIGN  
HERE**

MMRMA  
  
 \_\_\_\_\_  
 MMRMA Representative

11-13-2017  
 \_\_\_\_\_  
 Date

**ADDENDUM**

**STOP LOSS PROGRAM  
PARTICIPATION AGREEMENT**

**Optional**

The Stop Loss Program limits the Member's cash payments during a July 1 - June 30 year for those costs falling within the Member's SIR. The Stop Loss Program responds only to cumulative Member SIR payments, including damages, indemnification, and allocated loss adjustment expenses, within a July 1 - June 30 calendar year. The paid costs include payments for any coverage provided to the Member by MMRMA provided that the costs are actually paid within the July 1 - June 30 period. On July 1 of each year, the Member's paid costs accumulate from zero.

If the Member has chosen to participate in the Stop Loss Program, and if the Member's paid costs exceed the member's entry point, the Stop Loss Program will pay, until July 1, all costs that would, in the absence of the Stop Loss Program, be paid from the Member's SIR. **Leelanau County's** entry point is **\$150,000**. Withdrawing Members do not participate in the Stop Loss Program after the date of withdrawal.

The Member agrees to be bound by MMRMA rules relating to the Stop Loss Program.

Accepted by:

\_\_\_\_\_  
Member Representative

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

MMRMA  
  
\_\_\_\_\_  
Authorized Representative

Date: 11-13-2017

**MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY**

**Leelanau County**  
**QUOTE NUMBER Q000011345**  
**SUMMARY OF MOTOR VEHICLE TYPES**  
**EFFECTIVE 1/1/2018 - 1/1/2019**

<u>Type of Vehicle</u>	<u>Liability Coverage</u>		<u>Physical Damage Coverage</u>			<u>Total</u>
	<u>Renewal Exposure</u>		<u>Renewal Exposure Data</u>			
	<u>Units</u>	<u>Contribution</u>	<u>ACV</u>	<u>Replacement</u>	<u>Contribution</u>	
All Other Vehicles	0	0	0	0	0	0
Buses	0	0	0	0	0	0
Commercial - Historical	0	0	0	0	0	0
EMS/Ambulance	0	0	0	0	0	0
Fire Vehicles - Large	0	0	0	0	0	0
Fire Vehicles - Other	0	0	0	0	0	0
Garbage Trucks	0	0	0	0	0	0
Motorcycles	0	0	0	0	0	0
Motorcycles - Historical	0	0	0	0	0	0
Police - All Other	6	2,142	150,000	0	220	2,362
Police PPT	20	6,966	500,000	0	2,933	9,899
Private Passenger	2	621	50,000	0	316	937
Private Passenger - Historical	0	0	0	0	0	0
Service Trucks	4	1,119	120,000	0	176	1,295
Vans	1	419	30,000	0	44	463
<b>Totals</b>	<b>33</b>	<b>11,267</b>	<b>850,000</b>	<b>0</b>	<b>3,689</b>	<b>14,956</b>

## MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

**Leelanau County**  
**QUOTE NUMBER Q000011345**  
**SUMMARY**  
**EFFECTIVE 1/1/2018 - 1/1/2019**

<u>Coverage</u>	<u>Expiring Annual Exposure</u>	<u>Proposed Annual Exposure</u>	<u>Limits of Liability</u>	<u>SIR/Deductible</u>	<u>Expiring Contribution</u>	<u>Proposed Contribution</u>
Automobile Liability	33 Total Vehicles	33 Total Vehicles	15,000,000	75,000	11,160	11,267
Automobile Physical Damage	\$845,000 ACV	\$850,000 ACV		15,000	3,836	3,688
Fire/EMS Replacement Cost	\$0 Replacement Cost	\$0 Replacement Cost		N/A	0	0
General Liability	\$15,015,072 Exposure Equivalents	\$15,015,072 Exposure Equivalents	15,000,000	75,000	16,758	15,762
Law Enforcement Liability	19 Employee Equivalents	20 Employee Equivalents	15,000,000	75,000	78,159	80,229
Public Officials' Liability	\$15,015,072 Exposure Equivalents	\$15,015,072 Exposure Equivalents	15,000,000	75,000	21,741	22,583
Property	\$27,751,281	\$28,024,665		1,000	38,659	39,429
Data Breach and Privacy Liability			5,000,000	25,000 See Table IV	0	0
Specialized Emergency Response Expense Recovery Coverage	N/A	N/A	N/A	N/A	0	0
Sewers	0 Population	0 Population	0	N/A	0	0
<b>Subtotal</b>					<b>170,313</b>	<b>172,958</b>
MCCA Assessment	33 Total Vehicles	33 Total Vehicles			5,280	5,280
MCCA Assessment Discount					-5,280	-5,280
<b>Total</b>					<b>170,313</b>	<b>172,958</b>
Stop Loss Charge	\$150,000 Stop Loss entry point	\$150,000 Stop Loss entry point			4,986	5,104
<b>Total Contribution without Retention Fund Allocation</b>					<b>175,299</b>	<b>178,062</b>
Retention Fund Allocation					20,000	30,000
<b>Total Contribution including Retention Fund Allocation</b>					<b>195,299</b>	<b>208,062</b>

**MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY**

Member: Leelanau County  
 QUOTE NUMBER Q000011345  
 QUOTE PROPERTY LIST REPORT  
 EFFECTIVE DATES 1/1/2018 To 1/1/2019

Location Address		Location Description		
1.	8527 East Government Center Drive, Suttons Bay, MI 49682	Government Center		
	<b>Building Description</b>	<b>Building Value</b>	<b>Contents Value</b>	<b>Total Value</b>
	Government Center	\$10,389,859	\$5,762,004	\$16,151,863
	Law Enforcement Center	\$8,826,151	\$861,992	\$9,688,143
	WWTP Plant	\$217,210	\$10,070	\$227,280
	Pump/Well House	\$136,661	\$15,105	\$151,766
	Pole Building	\$162,907	\$228,086	\$390,993
	Storage Building	\$3,122	\$1,889	\$5,011
	<b>Location Totals</b>	<b>\$19,735,910</b>	<b>\$6,879,146</b>	<b>\$26,615,056</b>

Location Address		Location Description		
2.	11750 East Davis Road, Northport, MI 49670	Omena Tower		
	<b>Building Description</b>	<b>Building Value</b>	<b>Contents Value</b>	<b>Total Value</b>
	Omena Control Building & Tower	\$149,834	\$29,600	\$179,434
	<b>Location Totals</b>	<b>\$149,834</b>	<b>\$29,600</b>	<b>\$179,434</b>

Location Address		Location Description		
3.	1095 South Pit Road, Lake Leelanau, MI 49653	Central Tower		
	<b>Building Description</b>	<b>Building Value</b>	<b>Contents Value</b>	<b>Total Value</b>
	Central Control Building & Tower	\$303,691	\$78,900	\$382,591
	<b>Location Totals</b>	<b>\$303,691</b>	<b>\$78,900</b>	<b>\$382,591</b>

Location Address		Location Description		
4.	9237 South Tower Road, Cedar, MI 49621	Maple City Tower		
	<b>Building Description</b>	<b>Building Value</b>	<b>Contents Value</b>	<b>Total Value</b>
	Maple City Control Building & Tower	\$129,722	\$18,126	\$147,848
	<b>Location Totals</b>	<b>\$129,722</b>	<b>\$18,126</b>	<b>\$147,848</b>

Location Address		Location Description		
5.	1397 West Burdickville Road, Maple City, MI 49664	Myles Kimmerly Park		
	<b>Building Description</b>	<b>Building Value</b>	<b>Contents Value</b>	<b>Total Value</b>
	Maintenance Garage	\$57,923	\$40,000	\$97,923
	Restrooms	\$44,856	\$0	\$44,856
	Barn 1	\$96,538	\$0	\$96,538
	Barn 2	\$57,923	\$10,000	\$67,923
	<b>Location Totals</b>	<b>\$257,240</b>	<b>\$50,000</b>	<b>\$307,240</b>



Location Address		Location Description		
6.	8854 South Dunns Farm Road, Maple City, MI 49664	Old Settlers Park		
Building Description		Building Value	Contents Value	Total Value
Chapel		\$101,566	\$5,000	\$106,566
Service Building		\$15,368	\$6,161	\$21,529
Restrooms		\$37,453	\$0	\$37,453
<b>Location Totals</b>		<b>\$154,387</b>	<b>\$11,161</b>	<b>\$165,548</b>

Location Address		Location Description		
7.	3990 S. Maple Valley Rd., Suttons Bay, MI 49682	Veronica Valley County Park		
Building Description		Building Value	Contents Value	Total Value
Pole Building		\$55,308	\$30,000	\$85,308
<b>Location Totals</b>		<b>\$55,308</b>	<b>\$30,000</b>	<b>\$85,308</b>

Location Address		Location Description		
8.	11229 Benzonia Trail, Empire, MI 49630	Empire Tower		
Building Description		Building Value	Contents Value	Total Value
Empire Tower		\$0	\$64,800	\$64,800
<b>Location Totals</b>		<b>\$0</b>	<b>\$64,800</b>	<b>\$64,800</b>

Location Address		Location Description		
9.	12708 S. Bugai Road, Traverse City, MI 49684	Elmwood Tower		
Building Description		Building Value	Contents Value	Total Value
Elmwood Tower		\$0	\$48,840	\$48,840
<b>Location Totals</b>		<b>\$0</b>	<b>\$48,840</b>	<b>\$48,840</b>

Location Address		Location Description		
10.	3507 N. Putnam Road, Peshawbestown, MI 49862	Peshawbestown Tower		
Building Description		Building Value	Contents Value	Total Value
Peshawbestown Tower		\$0	\$28,000	\$28,000
<b>Location Totals</b>		<b>\$0</b>	<b>\$28,000</b>	<b>\$28,000</b>

Grand Totals		
Building Value	Contents Value	Total Value
\$20,786,092	\$7,238,573	\$28,024,665

# MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

**QUOTE NUMBER Q000011345**  
**QUOTE AUTO SCHEDULE REPORT**  
**EFFECTIVE DATES 1/1/2018 To 1/1/2019**

## Scheduled Vehicles

Year	Make	Model	VIN	License Plate	Type	Department
2012	Ford	Escape	1FMCU9DG3CKB56616	bud2490	Police - All Other	Police
2011	Dodge	Grand Caravan	2D4RN3DG9BR650121	45004	Police - All Other	Police
2006	Chevrolet	Silverado	1GCHK23U66F239825	45005	Police - All Other	Police
2011	Ford	Expedition	1FMJU1G58BEF24319	45008	Police - All Other	Police
2017	Ford	F150	1FTFX1EF2HKC56309	45030	Police - All Other	Police
2011	Ford	Crown Vic	2FABP7BV8BX137834	45003	Police - All Other	Police
2016	Ford	Police	1FM5K8AR7GGB97437	45007	Police PPT	Police
2016	Ford	Police	1FM5K8AR7GGB97436	45006	Police PPT	Police
2016	Ford	Police	1FM5K8AR7GGB97435	45011	Police PPT	Police
2015	Ford	Police	1FM5K8AR9FGB91771	45029	Police PPT	Police
2015	Ford	Police	1FM5K8AR9FGB91669	45028	Police PPT	Police
2015	Ford	Police	1FM5K8AR0FGB91668	45025	Police PPT	Police
2015	Ford	Police	1FM5K8AR0FGB91667	45024	Police PPT	Police
2015	Ford	Police	1FM5K8AR9FGB91666	45026	Police PPT	Police
2014	Ford	Police	1FM5K8AR1EGB63780	45022	Police PPT	Police
2014	Ford	Police	1FM5K8AR1EGB63779	45019	Police PPT	Police
2017	Ford	Explorer	1FM5K8AR6HGC68044	45017	Police PPT	Police
2014	Ford	Police	1FM5K8AR3EGB63778	45013	Police PPT	Police
2013	Ford	Police	1FM5K8AR2DGC01743	45012	Police PPT	Police
2013	Ford	Police	1FM5K8AR5DGA09135	45018	Police PPT	Police
2013	Ford	Police	1FM5K8AR5DGA09136	45010	Police PPT	Police
2013	Ford	Police	1FM5K8AR0DGC01742	45002	Police PPT	Police
2015	Ford	Police	1FM5K8AR1FGC41265	45001	Police PPT	Police
2017	Ford	Explorer	1FM5K8AR7HGB93483	45012	Police PPT	Police
2017	Ford	Explorer	1FM5K8AR7HGB93484	45014	Police PPT	Police
2014	Ford	Police	1FM5K8AR1EGB63777	45015	Police PPT	Police
2016	Ford	Escape	1FMCU9GX1GUB75137	093x529	Private Passenger	DPW
2015	Ford	Escape	1FMCU9GX0FUC59805	093X523	Private Passenger	DPW
2009	Ford	F150	1FTPX14V49FB25096	093x531	Service Trucks	Drain Commission
2015	Chevrolet	Silverado	1GC0KUEG8FZ533208	093X534	Service Trucks	Building & Grounds
2012	Chevrolet	Silverado	1GC0KVCG0CZ220190	093x525	Service Trucks	Building & Grounds
2007	Chevrolet	Silverado	1GCHK24U87E191606	093X530	Service Trucks	Building & Grounds
2001	Ford	Econoline	1FDXE45F11HA32118	093x519	Vans	Emergency Management

**MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY**

**QUOTE NUMBER Q000011345  
QUOTE AUTO SCHEDULE REPORT  
EFFECTIVE DATES 1/1/2018 To 1/1/2019**

**Summary**

<b>Vehicle Group</b>	<b>Vehicles</b>
All Other Vehicles	0 Vehicles
Buses	0 Vehicles
Commercial - Historical	0 Vehicles
EMS/Ambulance	0 Vehicles
Fire Vehicles Large	0 Vehicles
Fire Vehicles - Other	0 Vehicles
Garbage Trucks	0 Vehicles
Motorcycles	0 Vehicles
Motorcycles - Historical	0 Vehicles
Police - All Other	6 Vehicles
Police PPT	20 Vehicles
Private Passenger	2 Vehicles
Private Passenger - Historical	0 Vehicles
Service Trucks	4 Vehicles
Vans	1 Vehicles

**Grand Totals**

<b>Vehicles</b>
33 Vehicles

# EXECUTIVE DOCUMENT SUMMARY

Department: Administration Contact Person: <u>Chet Janik</u> Telephone No.: <u>231-256-8100</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>12/12/2017</u> <input checked="" type="checkbox"/> Regular Session: <u>12/19/2017</u>
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<b>Source Selection Method</b> <input checked="" type="checkbox"/> Quotation <input type="checkbox"/> Other: _____	<b>VENDOR:</b> <u>Netlink Business Solutions</u> 6005 E. Traverse Hwy., Address: <u>Traverse City, MI 49684</u> Phone: <u>231/946-8808</u>
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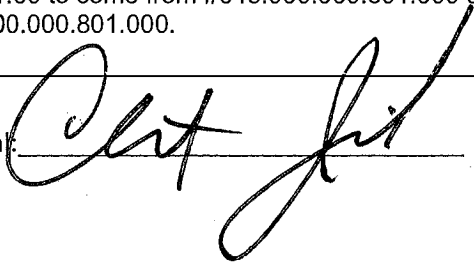
Budgeted Amount: _____	Contracted Amount: <u>\$ 15,510.20</u>
------------------------	--

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

Request to Waive Board Policy on Bid Requirements

Attached is a listing of the FY 2018 maintenance renewal agreements between Leelanau County and Netlink Business Solutions for the 17 copy machines within the Government Center complex, including the Law Enforcement Center.

**Suggested Recommendation:** Motion to recommend to the Board of Commissioners to approve renewal of the 2018 service maintenance agreements with Netlink Business Solutions, with \$12,011.60 to come from #645.000.000.801.000 and \$3,498.60 to come from #542.000.000.801.000.

Department Head Approval:  Date: 12/07/2017



December 7, 2017

Laurel Evans, Executive Assistant  
Leelanau County Government Offices  
8527 E. Government Center Drive  
Suttons Bay, MI 49682

RE: Maintenance Agreement renewal for Sharp MFP (multifunction products)

Below is an outline of the service provided by Netlink Business Solutions.

1. Netlink Business Solutions looked at 2017 B&W copy / print usage on the Sharp MFPs and estimated the usage and cost for 2018.
2. Netlink Business Solutions looked at the 2017 Color copy / print usage on the color MFPs, and estimated the usage and cost for fiscal 2018.
3. Netlink will gather Color Copy / print usage on a quarterly schedule and bill those in arrears based on actual usage.
4. Netlink Business Solutions provides all service, parts, toners (including Color), developer, drums and travel required in maintaining the Sharp MFPs.
5. Netlink Business Solutions provides updated driver and software as required.
6. Netlink Business Solutions has been in business providing solutions to Northern Michigan for 27 years.
7. Our technicians overall have 59 years' experience servicing imaging equipment.
8. Netlink Business Solutions is the Authorized Sharp Dealer for NW Michigan allowing us to use the correct genuine replacement parts and supplies.
9. Netlink Business Solutions does have a network department if assistance is needed with network integration.

Best Regards

Bill Schaub  
General Manager  
Netlink Business Solutions

## 2018 Master Agreements, at a glance

Department	ID #	Model #	Starting Date	Ending Date	2017 costs	2018 Est. costs	Yearly volume / copies included	2018 Rate
County Administration	3275	MX-4100N	1/1/2018	12/31/2018	\$603.41	\$524.00	40,000	\$0.01310
County Clerk	2785	MX-4100N	1/1/2018	12/31/2018	\$1,574.10	\$1,152.80	88,000	\$0.01310
Senior Services	2728	MX-M363U	1/1/2018	12/31/2018	\$320.65	\$320.60	28,000	\$0.01145
County District Court	2870	MX-M260	1/1/2018	12/31/2018	\$128.26	\$560.00	40,000	\$0.01400
County Equalization	2547	MX-M550	1/1/2018	12/31/2018	\$157.41	\$1,048.00	40,000	\$0.02620
Construction Codes (Co.-owned)	2871	MX-M260	1/1/2018	12/31/2018	\$213.77	\$504.00	36,000	\$0.01400
Construction Codes	2964	MX-2700N	1/1/2018	12/31/2018	\$428.51	\$336.60	22,000	\$0.01530
Construction Codes - Office	3240	MX-3110N	1/1/2018	12/31/2018	\$652.96	\$1,160.00	58,000	\$0.02000
County MSU Extension	3111	MX-M453N	1/1/2018	12/31/2018	\$598.55	\$566.20	38,000	\$0.01490
County Planning*	3348	MX-2616N	1/1/2018	12/31/2018	\$342.03	\$504.00	36,000	\$0.01400
County Probate Court*	3347	MX-M266N	1/1/2018	12/31/2018	\$555.79	\$288.00	24,000	\$0.01200
County Prosecutors	2700	MX-2600N	1/1/2018	12/31/2018	\$646.16	\$541.80	42,000	\$0.01290
County Register of Deeds	2548	MX-M350U	1/1/2018	12/31/2018	\$470.29	\$378.00	18,000	\$0.02100
County Sheriff Administration	2734	MX-M363U	1/1/2018	12/31/2018	\$384.78	\$352.00	22,000	\$0.01600
County Sheriff Dispatch / 911*	3312	MX-2616N	1/1/2018	12/31/2018	\$320.65	\$320.60	14,000	\$0.02290
County Sheriff Jail	2311	AR-M162	1/1/2018	12/31/2018	\$213.77	\$213.60	12,000	\$0.01780
County Treasurer	2715	MX-M363U	1/1/2018	12/31/2018	\$192.39	\$198.00	18,000	\$0.01100
<b>2018 B/W machine costs</b>					<b>\$7,803.48</b>	<b>\$8,968.20</b>		

## 2018 Estimated Color Charges

Administration	3275	MX-4100N	1/1/2018	12/31/2018	\$390.00	\$1,820.00	26,000	\$0.07000
Clerk	2785	MX-4100N	1/1/2018	12/31/2018	\$1,950.00	\$980.00	14,000	\$0.07000
Planning	3348	MX-2616N	1/1/2018	12/31/2018		\$840.00	14,000	\$0.06000
Prosecutor	2700	MX-2500N	1/1/2018	12/31/2018	\$260.00	\$420.00	6,000	\$0.07000
Dispatch	3312	MX-2616N	1/1/2018	12/31/2018		\$480.00	8,000	\$0.06000
Construction Codes	2964	MX-2700N	1/1/2018	12/31/2018	\$674.50	\$924.00	12,000	\$0.07700
Construction Codes / Office	3240	MX-3110N	1/1/2018	12/31/2018	\$616.00	\$1,078.00	14,000	\$0.07700
<b>2018 Color Machine Costs</b>						<b>\$6,542.00</b>		
<b>2018 Total Machine Costs</b>						<b>\$15,510.20</b>		
<b>2018 CCA Machine Costs</b>					<b>\$3,498.60</b>			



6005 E. Traverse Hwy.  
Traverse City, MI 49684

**COPIER MAINTENANCE AGREEMENT**

Company Name **Leelanau County Admin Office**

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

Billing address **Same**

Contact **Laurel Evans**

Phone **231-256-8101**

Fax **231-256-0120**

Email **levans@co.leelanau.mi.us**

Starting Date **1/01/18**

Ending Date **12/31/18**

Starting Copy Count **WILL CALL ON 12/31/17 FOR COUNT**

Ending Copier Count

Model # **MX-4100N**

S.N. # **15014111**

NBS # **3275**

Estimated Yearly Cost **\$524.00 b&w**  
Estimated Yearly Cost **\$1,820.00 color**

Estimated Yearly Volume **40,000 black and white**  
Estimated yearly volume **26,000 color**

Overages billed at year end.

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

If non taxable attach tax exempt form

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

**Color toner is included**

Authorized Signature

Date

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

The above pricing will remain unchanged for 12 months.

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



6005 E. Traverse Hwy.  
Traverse City, MI 49684

**COPIER MAINTENANCE AGREEMENT**

Company Name <b>Leelanau County Clerk</b>		
Location of copier address <b>8527 Government Center Drive Suite 103 Suttons Bay, MI 49682</b>		
Billing address <b>Same</b>		
Contact <b>Darcy Weaver</b>		
Phone <b>231-256-8112</b>	Fax <b>231-256-8295</b>	Email <b>dweaver@co.leelanau.mi.us</b>
Starting Date <b>1/01/18</b>		Ending Date <b>12/31/18</b>
Starting Copy Count <b>WILL CALL ON 12/31/17 FOR COUNT</b>		Ending Copier Count
Model # <b>MX-4100N</b>	S.N. # <b>05063429</b>	NBS # <b>2785</b>
		Estimated Yearly Cost <b>\$1,152.80 Black and white</b> Estimated yearly Cost <b>\$980.00 color</b>
Estimated Yearly Volume <b>88,000 black and white</b> Estimated Yearly Volume <b>14,000 color</b>		Overages billed at year end

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

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

**Color toner is included**

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Authorized Signature</b>	<b>Date</b>

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

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6005 E. Traverse Hwy.  
Traverse City, MI 49684

**COPIER MAINTENANCE AGREEMENT**

**Company Name** LEELANAU COUNTY SENIOR SERVICES

**Location of copier address** 8527 GOVERNMENT CENTER DRIVE SUITE 106

**Billing address** SUTTONS BAY, MI 49682

**Contact** NANCY BEGEMAN

**Phone** 231-256-0121

**Fax** 231-256-8129

**Email** NBEGEMAN@LEELANAU.MI.US

**Starting Date** 1/1/2018

**Ending Date** 12/31/2018

**Starting Copy Count**

**Ending Copier Count**

**Model #** MX-M363U

**S.N. #** 05029311

**NBS #** 2728

**Estimated Yearly Volume** 28,000

**Estimated Yearly Cost** \$320.60

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

**If non taxable attach tax exempt form**

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

X

X

**Authorized Signature**

**Date**

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

The above pricing will remain unchanged for 12 months.

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



6005 E. Traverse Hwy.  
Traverse City, MI 49684

**COPIER MAINTENANCE AGREEMENT**

Company Name **LEELANAU COUNTY 86<sup>TH</sup> DISTRICT COURT**

Location of copier address **8527 GOVERNMENT CENTER DRIVE SUITE 201**

Billing address **SUTTONS BAY, MI 49682**

Contact **NORENE KASTYS**

Phone **231-256-8221**

Fax **231-256-8275**

Email

**NKASTYS@CO.LEELANAU.MI.US**

Starting Date **1/1/2018**

Ending Date **12/31/2018**

Starting Copy Count

Ending Copier Count

Model # **MX-M260**

S.N. # **15024736**

NBS # **2870**

Estimated Yearly Volume **40,000**

Estimated Yearly Cost **\$560.00**

Taxable  OR  non taxable (circle one)

If non taxable attach tax exempt form

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

X

X

Authorized Signature

Date

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

The above pricing will remain unchanged for 12 months.

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



6005 E. Traverse Hwy.  
Traverse City, MI 49684

**COPIER MAINTENANCE AGREEMENT**

<b>Company Name</b> LEELANAU COUNTY EQUALIZATION		
<b>Location of copier address</b> 8527 GOVERNMENT CENTER DRIVE SUITE 102		
<b>Billing address</b> SUTTONS BAY, MI 49682		
<b>Contact</b> LAURIE SPENCER		
<b>Phone</b> 231-256-9823	<b>Fax</b> 231-256-8159	<b>Email</b> LSPENCER@CO.LEELANAU.MI.US
<b>Starting Date</b> 1/1/2018		<b>Ending Date</b> 12/31/18
<b>Starting Copy Count</b>		<b>Ending Copier Count</b>
<b>Model #</b> MX-M550N	<b>S.N. #</b> 75011019	<b>NBS #</b> 2547
<b>Estimated Yearly Volume</b> 40,000		<b>Estimated Yearly Cost</b> \$1,048.00

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

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

X	X
<b>Authorized Signature</b>	<b>Date</b>

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6005 E. Traverse Hwy.  
Traverse City, MI 49684

**COPIER MAINTENANCE AGREEMENT**

Company Name <b>LEELANAU COUNTY CCA (Inspections)</b>		
Location of copier address <b>8527 GOVERNMENT CENTER DRIVE SUITE 109</b>		
Billing address <b>SUTTONS BAY, MI 49682</b>		
Contact <b>STEVE HAUGEN</b>		
Phone <b>231-256-9806</b>	Fax <b>231-256-8333</b>	Email <b>SHAUGEN@CO.LEELANAU.MI.US</b>
Starting Date <b>1/1/2018</b>		Ending Date <b>12/31/2018</b>
Starting Copy Count		Ending Copier Count
Model # <b>MX-M260</b>	S.N. # <b>15024706</b>	NBS # <b>2871</b>
Estimated Yearly Volume <b>36,000</b>		Estimated Yearly Cost <b>\$504.00</b>

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

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

X	X
<b>Authorized Signature</b>	<b>Date</b>

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6005 E. Traverse Hwy.  
Traverse City, MI 49684

**COPIER MAINTENANCE AGREEMENT**

Company Name **LEELANAU COUNTY CCA (Building Codes)**

Location of copier address **8527 GOVERNMENT CENTER DRIVE SUITE 109**

Billing address **SUTTONS BAY, MI 49682**

Contact **STEVE HAUGEN**

Phone **231-256-9806**

Fax **231-256-8333**

Email  
**SHAUGEN@CO.LEELANAU.MI.US**

Starting Date **01/01/2018**

Ending Date **12/31/2018**

Starting Copy Count

Ending Copier Count

Model # **MX-2700N**

S.N. # **85069702**

NBS # **2964**

Estimated Yearly B&W Volume **22,000**  
Estimated Yearly Volume color **12,000**

B&W estimated Yearly Cost **\$336.60**  
Color estimated yearly Cost **\$924.00**

Overages billed at year end

Taxable  OR non taxable (circle one)

If non taxable attach tax exempt form

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

**COLOR TONERS INCLUDED WITH THIS M/A.**

X

X

Authorized Signature

Date

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6005 E. Traverse Hwy.  
Traverse City, MI 49684

**COPIER MAINTENANCE AGREEMENT**

Company Name **LEELANAU COUNTY BUILDING COEDS - INSPECTIONS OFFICE**

Location of copier address **8527 GOVERNMENT CENTER DRIVE**

Billing address **SUTTONS BAY, MI 49682**

Contact **STEVE HAUGN**

Phone **231-256-8303**

Fax

Email

Starting Date **1/01/18**

Ending Date **12/31/18**

Ending Copier Count

Model # **MX-3110N**

S.N. # **15081976**

NBS # **3240**

Estimated Yearly Cost **\$1,160.00 B&W**

Estimated Yearly Cost **\$1,078.00 color**

Estimated Yearly Volume **B&W 58,000**

Estimated Yearly Volume **Color 14,000**

Overages billed at year end

Taxable  OR  non taxable (circle one)

If non taxable attach tax exempt form

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

**COLOR TONER IS INCLUDED**

X

X

Authorized Signature

Date

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6005 E. Traverse Hwy.  
Traverse City, MI 49684

**COPIER MAINTENANCE AGREEMENT**

Company Name **LEELANAU COUNTY MSU EXTENSION**

Location of copier address **8527 GOVERNMENT CENTER DRIVE SUITE 107**

Billing address **SUTTONS BAY, MI 49682**

Contact **ANNETTE KLEINSCHMIT**

Phone **231-256-9888**

Fax **231-256-8331**

Email **KLEIN7@MSU.EDU**

Starting Date **1/1/2018**

Ending Date **12/31/2018**

Starting Copy Count

Ending Copier Count

Model # **MX-M453N**

S.N. # **05030678**

NBS # **3111**

Estimated Yearly Volume **38,000**

Estimated Yearly Cost **\$566.20**

Taxable  OR non taxable (circle one)

If non taxable attach tax exempt form

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

X

X

Authorized Signature

Date

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6005 E. Traverse Hwy.  
Traverse City, MI 49684

**COPIER MAINTENANCE AGREEMENT**

Company Name **LEELANAU COUNTY PLANNING**

Location of copier address **8527 GOVERNMENT CENTER DRIVE**

Billing address **SUTTONS BAY, MI 49682**

Contact **TRUDY GALLA**

Phone <b>231-256-9812</b>	Fax	Email
Starting Date <b>1/01/18</b>		Ending Date <b>12/31/18</b>
Ending Copier Count		
Model # <b>MX-2616N</b>	S.N. # <b>75095514</b>	NBS # <b>3348</b>
Estimated Yearly Cost B&W <b>\$504.00</b>		Estimated Yearly Cost Color <b>\$840.00</b>
Estimated Yearly Volume B&W <b>36,000</b>	Estimated Yearly Volume Color <b>14,000</b>	Overages billed at year end

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

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

**COLOR TONER IS INCLUDED**

<b>X</b>	<b>X</b>
Authorized Signature	Date

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6005 E. Traverse Hwy.  
 Traverse City, MI 49684

**COPIER MAINTENANCE AGREEMENT**

Company Name **LEELANAU COUNTY PROBATE COURT**

Location of copier address **8527 GOVERNMENT CENTER DRIVE**

Billing address **SUTTONS BAY, MI 49682**

Contact **JOSEPHINE**

Phone **231-256-9806**

Fax

Email

Starting Date **1/01/18**

Ending Date **12/31/18**

Ending Copier Count

Model # **MX-M266N**

S.N. # **75012711**

NBS # **3347**

Estimated Yearly Cost **\$288.00**

Estimated Yearly Volume **24,000**

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

If non taxable attach tax exempt form

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

X

Authorized Signature

Date

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6005 E. Traverse Hwy.  
Traverse City, MI 49684

**COPIER MAINTENANCE AGREEMENT**

Company Name **Leelanau County Prosecutors Office**

Location of copier address **8527 E Government Drive Suite 202 Suttons Bay, MI 49682**

Billing address **Same**

Contact **Patty Kilbourne**

Phone **231-256-9872**

Fax **231-256-0133**

Email **prosecutor@co.leelanau.mi.us**

Starting Date **1/01/18**

Ending Date **12/31/18**

Ending Copier Count

Model # **MX-2600N**

S.N. # **95010890**

NBS # **2700**

Cost per Copy

Estimated Yearly Cost **\$541.80 B&W**

Estimated Yearly Cost **\$420.00 Color**

Estimated Yearly Volume **42,000 BLACK AND WHITE**

Estimated Yearly Volume **6,000 COLOR**

Overages billed at year end

Taxable  OR  non taxable (circle one)

If non taxable attach tax exempt form

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

**Color toner is included**

x

X

Authorized Signature

Date

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6005 E. Traverse Hwy.  
Traverse City, MI 49684

**COPIER MAINTENANCE AGREEMENT**

Company Name **LEELANAU COUNTY REGISTER OF DEEDS**

Location of copier address **8527 GOVERNMENT CENTER DRIVE SUITE 105**

Billing address **SUTTONS BAY, MI 49682**

Contact **JENNIFER GRANT**

Phone **231-256-9682**

Fax **231-256-8149**

Email  
**JGRANT@CO.LEELANAU.MI.US**

Starting Date **1/1/2018**

Ending Date **12/31/2018**

Starting Copy Count

Ending Copier Count

Model # **MX-M350U**

S.N. # **75022340**

NBS # **2548**

Estimated Yearly Volume **18,000**

Estimated Yearly Cost **\$378.00**

Taxable  OR  non taxable (circle one)

If non taxable attach tax exempt form

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

X

X

Authorized Signature

Date

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6005 E. Traverse Hwy.  
Traverse City, MI 49684

**COPIER MAINTENANCE AGREEMENT**

**Company Name** LEELANAU COUNTY SHERIFF ADMINISTRATION

**Location of copier address** 8525 GOVERNMENT CENTER DRIVE

**Billing address** SUTTONS BAY, MI 49682

**Contact** JANA KIESSEL

**Phone** 231-256-8692

**Fax** 231-256-8611

**Email** jrkiessel@co.leelanau.mi.us

**Starting Date** 1/1/2018

**Ending Date** 12/31/2018

**Starting Copy Count**

**Ending Copier Count**

**Model #** MX-M363U

**S.N. #** 05032056

**NBS #** 2734

**Estimated Yearly Volume** 22,000

**Estimated Yearly Cost** \$352.00

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

**If non taxable attach tax exempt form**

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

X

X

**Authorized Signature**

**Date**

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6005 E. Traverse Hwy.  
Traverse City, MI 49684

**COPIER MAINTENANCE AGREEMENT**

Company Name **LEELANAU COUNTY SHERIFF DISPATCH - 911**

Location of copier address **8527 GOVERNMENT CENTER DRIVE**

Billing address **SUTTONS BAY, MI 49682**

Contact **MATT**

Phone **231-256-8775**

Fax

Email

Starting Date **1/01/18**

Ending Date **12/31/18**

Ending Copier Count

Model # **MX-2616N**

S.N. # **6503936X**

NBS # **3312**

Estimated Yearly Cost B&W **\$320.60**

Estimated Yearly Cost Color **\$480.00**

Estimated Yearly Volume B&W **14,000**

Estimated Yearly Volume Color **8,000**

Overages billed at year end

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

If non taxable attach tax exempt form

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

**COLOR TONER IS INCLUDED**

Authorized Signature

Date

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6005 E. Traverse Hwy.  
Traverse City, MI 49684

**COPIER MAINTENANCE AGREEMENT**

Company Name **LEELANAU COUNTY SHERIFF - JAIL**

Location of copier address **8525 GOVERNMENT CENTER DRIVE**

Billing address **SUTTONS BAY, MI 49682**

Contact **Jana Kiessel**

Phone **231-256-8692**

Fax **231-256-8611**

Email **jrkiessel@co.leelanau.mi.us**

Starting Date **1/1/2018**

Ending Date **12/31/2018**

Starting Copy Count

Ending Copier Count

Model # **AR-M162**

S.N. # **63027115**

NBS # **2311**

Estimated Yearly Volume **12,000**

Estimated Yearly Cost **\$213.60**

Taxable  OR non taxable (circle one)

If non taxable attach tax exempt form

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

X

X

Authorized Signature

Date

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Traverse City, MI 49684

**COPIER MAINTENANCE AGREEMENT**

Company Name **LEELANAU COUNTY TREASURER**

Location of copier address **8527 GOVERNMENT CENTER DRIVE SUITE 104**

Billing address **SUTTONS BAY, MI 49682**

Contact **CHRIS MIKOWSKI**

Phone **231-256-8191**

Fax **231-256-7850**

Email **cmikowski@co.leelanau.mi.us**

Starting Date **1/1/2018**

Ending Date **12/31/2018**

Starting Copy Count

Ending Copier Count

Model # **MX-M363U**

S.N. # **05029361**

NBS # **2715**

Estimated Yearly Volume **18,000**

Estimated Yearly Cost **\$198.00**

Taxable  OR  non taxable (circle one)

If non taxable attach tax exempt form

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

X

Authorized Signature

X

Date

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1. **EQUIPMENT MAINTENANCE AND SUPPLIES AGREEMENT.** NETLINK agrees to perform maintenance, cleaning, and make inspections, adjustments and repairs, and replace defective parts without additional charge to customer provided such calls are made during normal business hours. NETLINK will furnish the following supplies, to be delivered at such intervals in such quantities as recommend, by the manufacturer. Additional items included are: Toner, Developer, Drums or Photoconductor, Fusing Rollers. This agreement does not include paper, labels, staples or operating supplies of any kind. Title to all supplies furnished, including consumable parts such as drums, remains in NETLINK until said supplies are consumed to the extent that they may not be further utilized in the copy making process. In the event of customer's default or cancellation of this agreement, all such supplies and consumable parts shall be returned to NETLINK on demand.

2. **FAX MAINTENANCE AGREEMENT.** In the event that the Equipment under this agreement is a facsimile, NETLINK shall provide such maintenance service as is necessary to keep the Equipment in good operating condition, including the replacement of parts that have been broken or worn out through normal use. With the exception of paper, toner, drum, and developer all parts, and labor are included in this agreement. NETLINK WILL NOT BE RESPONSIBLE FOR REPLACING OR PAYING FOR REPLACEMENT OF ANY DATA, MEMORY, OR INFORMATION WHICH IS LOST, ALTERED, OR DAMAGED WHILE STORED IN THE EQUIPMENT. THIS AGREEMENT DOES NOT COVER SERVICE NECESSITATED BY MALFUNCTIONS OF PARTS, ATTACHMENTS AND/OR SOFTWARE PACKAGES NOT SUPPLIED BY OR THROUGH NETLINK, OR BY USE OF OPERATING SUPPLIES WHICH ARE NOT COMPATIBLE WITH THE EQUIPMENT.

3. **EXCESS COPIES.** Under this Agreement, the term is based on anticipated Customer usage as stated in "Base Allowance" on the face of this Agreement. Base Allowance copies are accumulated from the initial meter reading. Should the Base Allowance be exceeded prior to expiration of any applicable billing cycle, Customer agrees, to pay the current excess copy charge for each copy in excess of the Base Allowance. Invoices for excess copies will be tendered monthly and/or at the end of the initial term, and shall be due and payable immediately. For agreements billed annually, upon exceeding the Base Allowance, Customer may request that a new agreement be executed, with the initial date of the term to coincide with the date that Base Allowance was exceeded. Customer's option in this regard shall be void if all previously tendered invoices have not been paid. Pages scanned by machine for network scanning will be invoiced at half of the cost per copy rate on the preceding page.

4. **BUSINESS HOURS FOR SERVICE.** Maintenance services shall be provided hereunder only during NETLINK'S normal business hours, which shall consist of 8:00am to 5:00pm, Monday through Friday, exclusive of NETLINK holidays and subject to change by NETLINK. At Customer's request, NETLINK may render maintenance service outside of normal business hours, subject to availability of personnel, at established NETLINK rates then in effect.

5. **RECONDITIONING.** When shop reconditioning is necessary, or the manufacturer's life expectancy of the equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, NETLINK will submit a cost estimate of needed repairs which will be in addition to ordinary maintenance/service charges. If Customer does not authorize such work, NETLINK may refuse to renew this agreement for such unit, and/or refuse to continue providing service to such unit under this Agreement, furnishing service only on a "Per Call" basis.

6. **CANCELLATION OF SERVICE.** Cancellation at the conclusion of the initial term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, NETLINK may cancel this agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to renewal date, if Customer at any time is within breach of any term or condition contained herein. NETLINK may apply any refund due to the satisfaction or any past due invoices for any other product or service. Should this agreement be cancelled by Customer, NETLINK will not issue any refund for the unused portion.

7. **INTEREST; SUSPENSION OF SERVICE.** Customer agrees to pay all invoices rendered for services performed and/or parts installed on Equipment when services are performed in advance of payment by Customer. Customer agrees that if any part of any payment due to NETLINK hereunder is more than 30 days past due, the past due portions shall bear interest at the rate of 1.5% monthly (18% per annum). Without waiver of any other rights hereunder, NETLINK shall have the right to discontinue service in the event Customer becomes delinquent in payment.

8. **LIQUIDATED DAMAGES.** In the event of Customer default or voluntary termination, Customer promises to pay to NETLINK the following amounts as liquidated damages (and not as a penalty): (a) During the first six months of the initial term, six times the Average Monthly Charge; (b) At any time thereafter, the lesser of the remaining amount owed or three times the monthly charge. In the event Customer is in default of any obligation under this agreement, and remains in default for (7) days after notice thereof, NETLINK may cancel and collect damages according to the foregoing formula.

9. **RENEWAL** This agreement will be automatically renewed after 1 year. The cost per copy for yearly volume and overages may increase at the time of renewal.

10. **MINIMUM YEARLY VOLUME.** Minimum 16,000 copies per year to be on NETLINK maintenance agreement.

11. **INSTALLATION.** Certain Equipment must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation

requirements are defined in the Equipment Operators Manual. Customer shall ensure that the Equipment is placed in an area that conforms to these requirements.

12. **DISCLAIMER.** NETLINK expressly disclaims any duty as insurer of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, casualty, natural force or any other negligent act of Customer or Customer's agents and/or service performed by non NETLINK personnel. NETLINK will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and equipment line cords, nor is any external electrical work covered under this agreement.

13. **SERVICE WARRANTY; LIMITATIONS OF REMEDY.** NETLINK warrants to the Customer that the service provided hereunder will be performed in accordance with industry practices and workmanship. If any failure to meet the forgoing warranty appears and written notice is thereof is provided within the terms of this agreement, NETLINK will correct or replace the defective material or parts involved. This service warranty constitutes customer's sole and exclusive remedy. NETLINK shall not be liable for any incidental, special or consequential damages or economic loss, including but not limited to, loss of profits, revenue or cost of equipment use.

14. **CUSTOMER CHANGES.** Any customer changes, alterations, or attachments may require a change in the charges set forth herein. NETLINK also reserves the right to terminate this agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for NETLINK to continue to service the Equipment.

15. **ATTORNEYS' FEES; COSTS.** In the event Customer defaults under this Agreement, or if any other dispute arises hereunder requiring NETLINK to refer said matter to an attorney and/or to initiate, or defend, any court action in any way related to this Equipment Order, Customer agrees to pay NETLINK'S reasonable attorneys' fees and all costs resulting from such action.

16. **WAIVER OF JURY TRIAL.** CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT.

17. **NO WAIVER.** Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by NETLINK, does not constitute a waiver of such rights by NETLINK, or in any way prevent NETLINK from enforcing such rights, or any other rights hereunder, at a later time.

18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Customer and NETLINK related to the service and maintenance of the Equipment, and any and all prior negotiations agreements (oral or written), or understandings are hereby superseded.

19. **NO MODIFICATION OF TERMS.** CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THESE TERMS AND CONDITIONS MAY NOT BE VARIED, MODIFIED, OR CHANGED EXCEPT BY WRITTEN AGREEMENT EXECUTED BY A CORPORATE OFFICER OF NETLINK. NO SALES OR SERVICE PERSONNEL, INCLUDING BUT NOT LIMITED TO, MANAGERS OR SUPERVISORS, HAS ANY AUTHORITY TO OVERRIDE THIS PROVISION.

20. **NOTICE.** Any notice or other communication given or required in connection with this Agreement shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to NETLINK, said notice shall be sent to 6005 E. Traverse Hwy., Traverse City, Michigan, 49684 or such other address as NETLINK may hereafter designate in writing. If to Customer, the notice shall be sent to Customer at the address specified on the reverse side hereof, or such other address which may be specified, by Customer, in writing to NETLINK.



## Conditions of heat pumps concerns and costs of repairs

This equipment was manufactured 10 years ago. With a quick calculation of usage of most of the equipment's running time, we find that based on an average run time of 10 hours a day, not counting any special events or weekends, this equipment has run roughly 26,000 hours in occupied times over that timeframe.

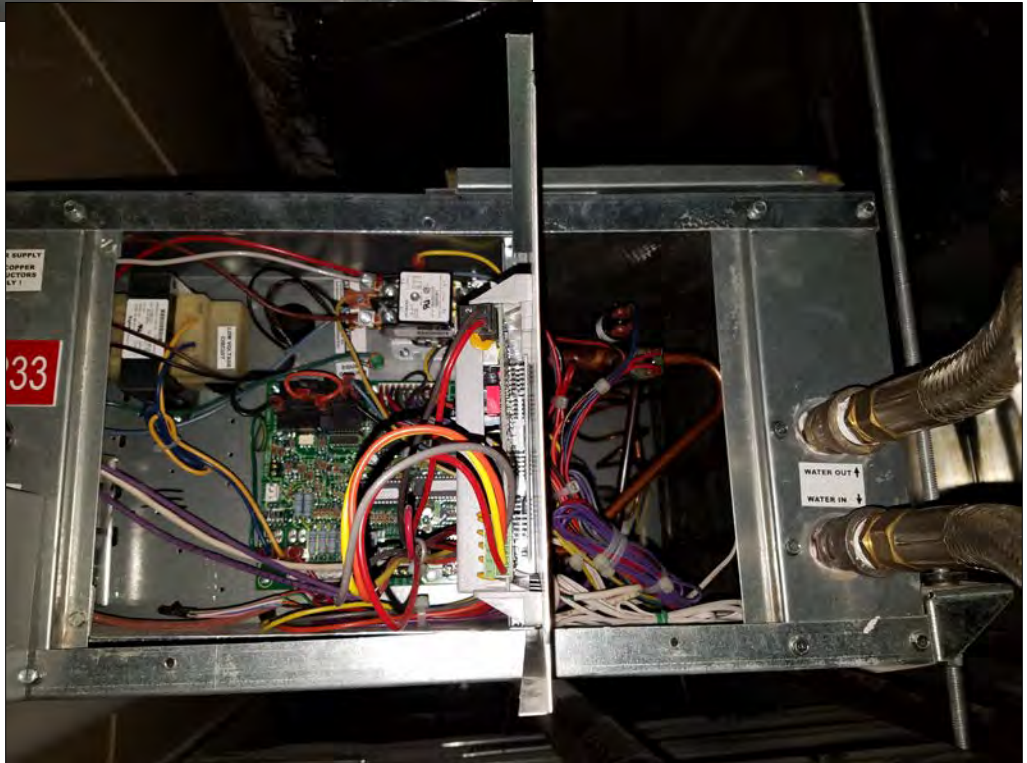
It should be pointed out that most of these heat pumps are located in very confined spaces, which makes working on them challenging at best. Every consideration is made for these repairs as to not remove any of the ceiling, if it can be helped, considering that some repairs have to be done with torches. Any repairs needed are done during off hours.

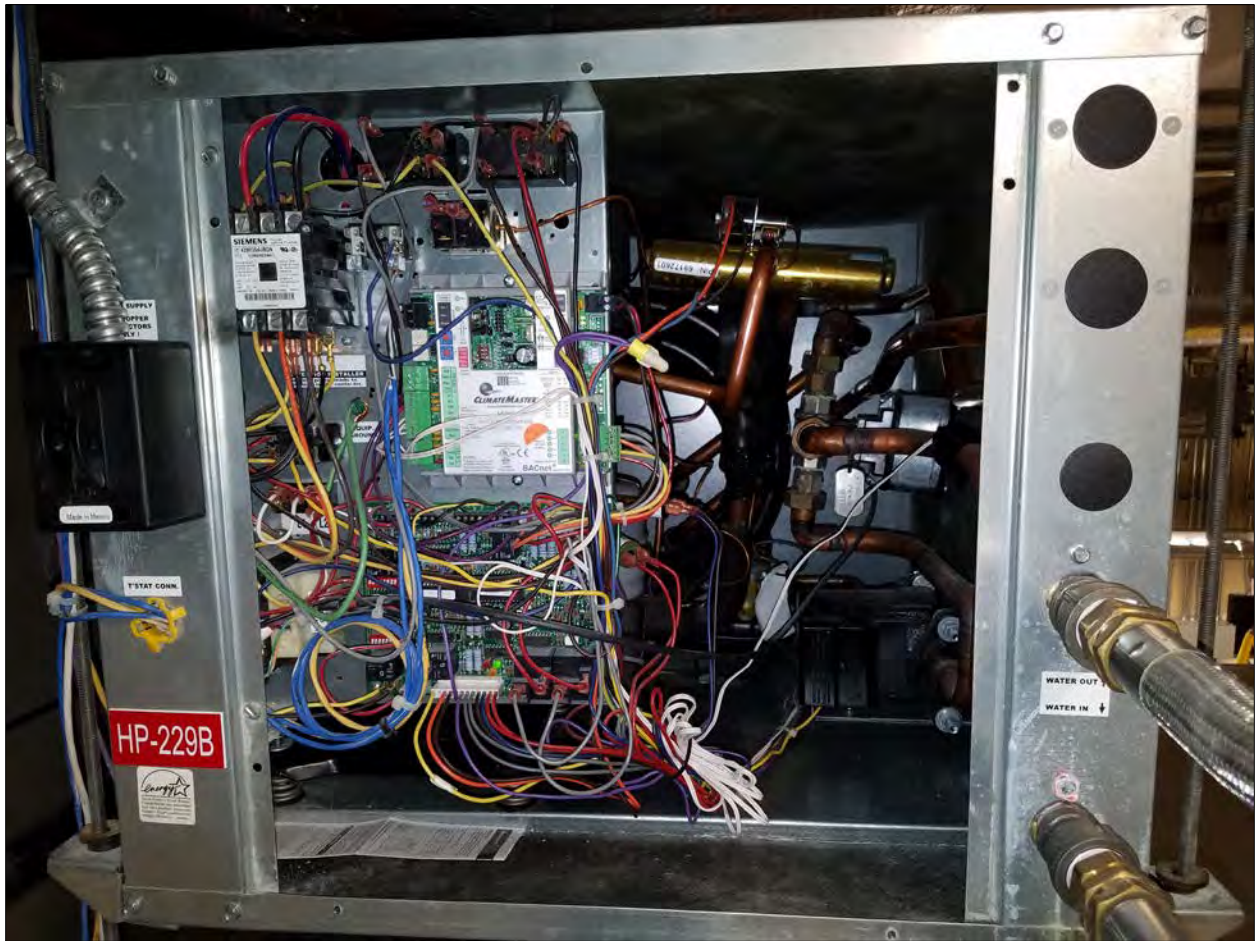
Due to EPA regulations on the phase out of R-22 refrigerant (see attachment), this has inflated the cost of the refrigerant to a level that has forced the implementation of substitution refrigerants. We are finding these replacements are not working as well as expected.

In summary, the equipment is showing its advanced age, the cost of replacement parts are increasing in cost, and the refrigerant this equipment was designed to use is now being phased out.

Gary @d/w mechanical







# EXECUTIVE DOCUMENT SUMMARY

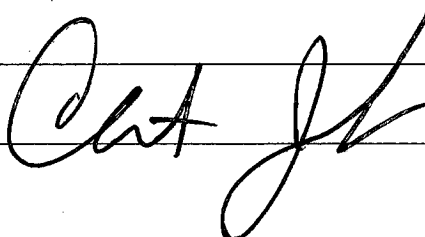
Department: Administration Contact Person: <u>Chet Janik</u> Telephone No.: <u>231-256-8100</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>12/12/2017</u> <input checked="" type="checkbox"/> Regular Session: <u>12/19/2017</u>
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<b>Source Selection Method</b> <input type="checkbox"/> Select One <input type="checkbox"/> Other: _____	VENDOR: <u>n/a</u> Address: _____ Phone: _____
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Budgeted Amount: _____	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Grant Application	<input checked="" type="checkbox"/> Other <u>Revision to Existing Board Policy</u>

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<p>Changes to the County Board Policy on Insurance Requirements have been recommended in order provide clarity and consistency on the types of proofs of insurance documents requested by the County (see attached document).</p> <p>These changes have been reviewed and approved by both Corporate Counsel and the MMRMA (Michigan Municipal Risk Management Authority).</p> <p><b>Suggested Recommendation:</b> Motion to recommend to the Board of Commissioners to approve the revisions to Board Policy No. 13, "Policy on Insurance Requirements," as presented.</p>
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Department Head Approval:  Date: 12/07/2017

**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT: Administration/General  
(County Administrator)

Policy No. **13**

SPECIFIC SUBJECT: Insurance Requirements Policy

Adopted: 04/17/1990

Revised: 02/15/1994

Revised: 05/21/2013

Revised:

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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

2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.
3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.
4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
8. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.

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

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



# EXECUTIVE DOCUMENT SUMMARY

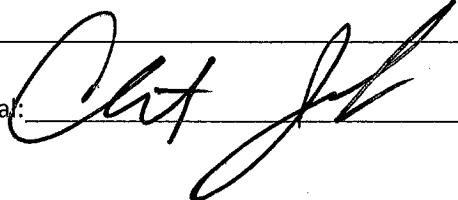
Department: Administration Contact Person: <u>Chet Janik</u> Telephone No.: <u>231-256-8100</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>12/12/2017</u> <input checked="" type="checkbox"/> Regular Session: <u>12/19/2017</u>
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<b>Source Selection Method</b> <input type="checkbox"/> Select One <input type="checkbox"/> Other: _____	VENDOR: <u>n/a</u> Address: _____ Phone: _____
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Budgeted Amount: _____	Contracted Amount: _____
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Document Description
<input type="checkbox"/> Grant Application <input type="checkbox"/> Other _____

<input type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>	<p>The current Independent Contractor Inspector service agreements were approved by the Board during its October 13, 2015, Regular Session, followed by a revision to the payment structure during its November 17, 2015, Regular Session.</p> <p>The proposed revisions offer clarity and relate specifically to required insurance coverage; the language has been reviewed by the County's Insurance Carrier, MMRMA (Michigan Municipal Risk Management Authority) and the County's Attorneys, Cohl, Stoker &amp; Toskey, P.C.</p>
<p><b>Suggested Recommendation:</b></p>	<p>Motion to recommend to the Board of Commissioners to approve the revised Contracted Inspector Agreements, as presented.</p>

Department Head Approval:  Date: 12/07/2017

**BOARD OF COMMISSIONERS**

- Tony Ansoerge**, District #1
- Debra L. Rushton**, District #2
- William J. Bunek**, District #3
- Ty Wessell**, District #4
- Patricia Soutas-Little**, District #5
- Casey Noonan**, District #6
- Melinda C. Lautner**, District #7



**Chet Janik**, County Administrator

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

December 20, 2017

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

Re: Independent Contractor Inspector Services Agreement

Dear \_\_\_\_\_:

Following an insurance and legal audit, the County was notified by its insurer and Corporate Counsel that your current contract with the County requires a change in the requirements listed in Section 12. Insurance. As a result, this letter is to inform you of the process required to accomplish this change.

First, the County is providing you notice that it is exercising its right to terminate your current contract effective 30 days from the date of this letter.

Second, a new contract with the required change is enclosed for your review and if accepted timely will commence 31 days from the date of this letter in the event you execute the new contract and return it to County Administrator Chet Janik on or before January 20, 2018.

Third, the necessary Accord 25 Certificate of Liability Insurance Form that will be required to verify that you have met the insurance requirements is enclosed. This form will need to be submitted with the new contract.

Fourth, a copy of a State-approved WC-337, "Notice of Exclusion," will need to be filed with the County Clerk, as noted in Section 1 of the policy.

The change to the insurance is found at Section 12. (G.) in the new contract, the remainder of the document is unchanged from the current contract. The actual language inserted is as follows:

**12. INSURANCE.** *The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in Exhibit B, Leelanau County Board Insurance Requirements Policy (No. 13).*

A copy of the County Board Insurance Requirements Policy, No. 13 (which is part of the proposed contract, listed as Exhibit B), is also enclosed.

The County appreciates your continued efforts and prior work with the Building Office. It is our hope that your services continue uninterrupted and that these changes are acceptable. Please direct any questions related to this change or the mechanics of finalizing the new contract and verifying coverage to me.

Sincerely,

Chet Janik  
Leelanau County Controller/Administrator

Enclosures

cc: Steve Haugen, Leelanau County Building Official  
Michelle Crocker, Leelanau County Clerk

**INDEPENDENT CONTRACTOR  
INSPECTOR SERVICES AGREEMENT**

**THIS AGREEMENT**, is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as "County") acting on behalf of the Leelanau County Construction Code Authority (hereinafter referred to as the "Department"), and \_\_\_\_\_, with offices at \_\_\_\_\_ (hereinafter referred to as the "Contractor").

**WITNESSETH:**

**WHEREAS**, the Contractor represents and holds himself out as an independent contractor, with the experience and qualifications necessary to perform compliance inspections and enforcement as required by the Leelanau County Building Official (hereinafter the "Building Official");

**WHEREAS**, Contractor declares that he is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement and possesses all licenses and/or certifications as may be required by the State of Michigan to perform the services required by this Agreement; and

**WHEREAS**, Contractor declares that he provides the same or similar services for other clients and such services do not conflict with the Contractor's performance under this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing representations and the following terms and conditions, the parties hereby agree:

1. **SERVICES TO BE PERFORMED**. During the term of this Agreement, the Contractor agrees to perform the following services:

- A. Perform any and all inspections requested by the Building Official;
- B. Fully explain and document code violations to those found to be in violation;
- C. Provide daily updates, in writing, to inform the Building Official of all completed final inspections;
- D. Perform any and all plan reviews requested by the Building Official; and
- E. Be available to the public, on site, at the Office of the Building Official as requested by the Building Official.

2. **FORMS.** The County shall provide the Contractor with all required reports, inspections, notices and other forms which the County requires the Contractor to utilize in performing the services required by this Agreement. The Contractor shall be responsible for providing all other equipment, materials and supplies he/she requires for his/her services, including but not limited to the vehicle he/she shall utilize in performing the services.

3. **TERMS OF PAYMENT.** It is expressly understood and agreed that the fee that the Contractor shall be paid by the County for the services he/she performs under this Agreement shall be as follows:

- A. ~~\$50.00~~ per individual inspection, performed by the Contractor, upon final acceptance and approval of such report by the Building Official;
- B. ~~\$50.00~~ per plan review, performed by the Contractor, upon final acceptance and approval of such report by the Building Official,
- C. \$40.00 for each one-hour of services performed on-site in the Office of the Building Official as requested and scheduled by the Building Official.

**Comment [LE1]:** Contract was approved by the Board during its October 13, 2015, Annual session, and then 3.A and 3.B were increased to \$50 each during the November 17, 2015 Regular Session

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4. **SPECIFICATIONS.** The Contractor agrees to produce an excellent quality work product using the specifications for inspections and plan review attached hereto as Exhibit A. It is understood and agreed that the payment for services under this Agreement will not be authorized until the work product has been accepted and approved, in final form, by the Building Official pursuant to the applicable specifications in Exhibit A.

5. **BILLING PROCEDURE, METHOD OF PAYMENT AND INTENT OF PARTIES REGARDING TAXES.** The Contractor shall submit to the County on or before the 10<sup>th</sup> day of each month a bill for the fee agreed upon in Section 3 for services rendered and approved and accepted by the Building Official in final form during the preceding month. Each bill shall be in such form and contain such information as the Building Official shall require. The County, upon verification that the services billed have been performed to the full and sole satisfaction of the Building Official, shall process and pay such bills in accordance with the County's procedure for payment of Accounts Payable.

It is expressly understood and agreed by the parties to this Agreement that the payment of compensation as set forth in this section has been based upon their intent and belief that their relationship is that of an independent contractor. In the event a Federal or State court or administrative agency rules, at any time, that the relationship between the parties to this Agreement is one of an employer/employee, the

compensation to be paid the Contractor shall be the sum appropriately billed less the sum required to be withheld to pay for income and social security taxes to the proper Federal, State and local governments. If withholding for payment of taxes from the Contractor's compensation is found to be required, the Contractor shall reimburse the County in full for any taxes, interest and penalties that the County is required to pay on compensation received by the Contractor under this Agreement, prior to commencement of withholding for taxes thereon.

**6. RECORD RETENTION.** All permits, reports, documentation, notes and related materials used and/or prepared for the purpose of performance of services under this Agreement shall be the County's property and stored in such County office or property as the Building Official may direct.

**7. COMPLIANCE WITH THE LAW.** In performing the services required by this Agreement, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations. The Contractor shall also maintain all licenses and certifications as may be required by law for the performance of services under this Agreement.

**8. NON-DISCRIMINATION.** The Contractor, as required by law, shall not discriminate against an individual with respect to providing services, or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or with respect to a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, or marital status. Breach of this covenant may be regarded as a material breach of the Agreement and a cause for termination thereof.

**9. APPLICABLE LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Michigan. The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**10. INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor shall in no way be deemed to be and shall not hold himself out as an employee of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health insurance, life insurance, paid vacation or sick leave or longevity. The Contractor shall be responsible for paying all applicable taxes arising from the compensation he receives

under this Agreement, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments.

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

As required in Section 10 of this Agreement, if the Contractor is found by a Federal or State court or administrative agency to be an employee of the County, the Contractor shall indemnify the County in full for any taxes, interest or penalties that the County is required to pay on compensation received by the Contractor under this Agreement prior to the commencement of withholding for taxes thereon.

The Contractor's indemnification responsibilities shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County or its elected and appointed officers, employees, servants, or agents by the insurance coverage obtained and/or maintained by the Contractor, pursuant to the requirements of this Agreement.

**12. INSURANCE.** The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in Exhibit B, Leelanau County Board Insurance Requirements Policy (No. 13).

**A.** If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Leelanau County Administrator at least ten (10) days prior to the expiration date.

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

**13. NOTICE.** Any correspondence, reports, billings or other communication necessary to the implementation or performance of this Agreement is to be directed as follows:

To the County: Steven M. Haugen, Building Official  
Leelanau County Construction Code Authority

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Deleted: All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County and have a minimum A.M. Best Company (www.ambest.com) Insurance Report rating of not less than A or A- (Excellent).¶

¶  
- - A. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Workers' Compensation and Employers' Liability Insurance are required if the party hires one or more persons or currently has employees. If a party currently does not have any employees, an affidavit must be filed with the County Clerk stating that the party currently has no employees and will not hire any while working for Leelanau County as a contractor or a subcontractor, etc.¶

¶  
- - B. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.¶

¶  
- - C. Professional Liability (Errors and Omissions) Insurance: The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.¶

¶  
- - D. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than ...

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H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days ...

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8527 East Government Center Drive, Suite 109  
Suttons Bay, Michigan 49682-9718

To the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. SUBCONTRACTING OR ASSIGNMENT.** The Contractor shall not subcontract or assign his duties and/or obligations under this Agreement.

**15. WAIVERS.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

**16. AMENDMENTS OR MODIFICATIONS.** The parties agree that any amendment or modification of this Agreement is to be effective only if in writing, signed by authorized representatives of each party.

**17. AGREEMENT PERIOD AND TERMINATION.** This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall continue unless terminated by notice, at which time this Agreement shall terminate. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either the County or the Contractor with or without cause, upon 30 days prior written notice to the other party.

**18. LOSS OF LICENSE(S).** If Contractor fails to maintain any licenses required by this Agreement then the County may terminate this Agreement immediately, without the notice required in Section 16 above. Contractor shall be solely responsible for acquiring and maintaining any licenses required by this Agreement.

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



**20. INVALID/UNENFORCEABLE PROVISIONS.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability, shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of this invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have been terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

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

**IN WITNESS WHEREOF,** the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

**COUNTY OF LEELANAU**

By: \_\_\_\_\_  
\_\_\_\_\_, Chairperson  
County Board of Commissioners

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

**CONTRACTOR**

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

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

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

By: \_\_\_\_\_  
Mattis D. Nordfjord

N:\Client\Leelanau\Agreements\Inspector Services Agr 2017

## EXHIBIT A

### GENERAL SUMMARY:

Under the supervision of the Building Official/Director, provides oversight to the Secretarial/Permit Processor Staff and provides Plan review, code enforcement, varied Inspection duties, Inspection reports and code support to the Building Official/Director. Duties include typing correspondence, answering telephone calls, approving and processing permits (when required), and conveying messages to the appropriate staff/inspectors, general Inspection and varied code enforcement. Ability to implement and coordinate the filing of documentation related to the Leelanau County Construction Code Authority in an organized, professional and timely manner in relation to the procedures of this department and the laws and codes of the State of Michigan.

### PRIMARY DUTIES AND RESPONSIBILITIES:

- Compose and/or coordinate the issuance of pertinent correspondence relating to inspections for the Department as requested and scheduled by the Building Official.
- Perform inspections as requested and scheduled by the Building Official pertaining to Contractor's trade.
- Prepare reports for plan reviews, permits inspected, and inspections performed as requested and scheduled by the Building Official.
- Process permits, receives monies and help with customer relations as requested and scheduled by the Building Official.
- Perform work as required by procedures or the law and code of the State.
- Answer phones, assists at counter, take messages and directs them to the proper personnel as requested and scheduled by the Building Official.
- Assist with general needs of other Department staff as requested and scheduled by the Building Official.
- Input inspection slips and filing of documents when in relationship to contracted disciplines.
- Processes various records, enter data on computers, organize and maintain files as required by law.
- Provide all requirements of PA 230 of 1972, and PA 54 of 1986.
- Receive applications for building permits.
- Receive payments of fees and fines on behalf of the governmental subdivision.
- Perform plan reviews using plan reviewers registered under the building officials and inspectors registration act, 1986 PA 54, MCL 338.2301 to 338.2313.
- Perform inspections using inspectors registered under the building officials and inspectors registration act, 1986 PA 54, MCL 338.2301 to 338.2313.
- Approve temporary service utilities.
- Make determinations that structures or equipment are unsafe.
- Process and deliver correction notices.

- In emergency situations, issue orders to connect or disconnect utilities.
- In emergency situations, issue orders to vacate premises.
- Process and deliver any of the following after its issuance has been approved by the building official:
  1. In nonemergency situations, orders to connect or disconnect utilities.
  2. In nonemergency situations, orders to vacate premises.
  3. Building permits.
  4. Orders to suspend, revoke, or cancel a building permit or certificate of occupancy.
  5. Violation notices.
  6. Notices to appear or show cause.
  7. Stop work orders.
  8. Orders to remedy noncompliance.

**QUALIFICATIONS:**

- Certified by the State of Michigan for inspector and/or plan reviewer in respective trade or able to be.
- A minimum of 6 years' experience in respective trade with a six month orientation period.
- Maintain licenses and attend classes required for their trade.
- Works efficiently and courteously with property owners, occupants, contractors, construction professionals and other employees.
- Possesses and applies verbal, written and computer skills appropriate with the job.
- Knowledge and application of departmental and county rules, regulations, procedures, state codes and functions.
- Able to read maps for direction to and from job sites.
- Familiar with BSA program, word and other programs pertinent to the daily running of department.
- Familiar with terminology associated with the building industry and their respective trade.
- Able to drive and have valid driver's license.
- Able to climb ladders, scaffolding, stairs, crawl in crawl spaces/attics and other pertinent activities related to properly inspecting job.
- Able to read blueprints and decipher submittal documents related to information for jobs.
- Able to read rulers and measurements as relating to jobs or blue prints.
- Able to use tools associated with the inspections of their trade or plan review.

**EDUCATION & EMPLOYMENT REQUIREMENTS:**

- Graduation from high school or equivalent, with course work or experience in their respective trade, management, accounting or area of office management. College

degree or equivalent preferred. Or a combination of training and experience that would provide the knowledge, ability and skill to meet the duties and responsibilities listed above and for the requirements of Act 54, for the individual trades for licensing, as required by The State of Michigan.

- Able to meet all aspects of requirements to be a registered code official and inspector for the State of Michigan. Must have the skills and knowledge of Microsoft Word, Excel spreadsheets and BS & A Software or have training to comply.
- Possession of valid Michigan Driver License and able to maintain license.

**BOARD OF COMMISSIONERS**

- Tony Ansonge**, District #1
- Debra L. Rushton**, District #2
- William J. Bunek**, District #3
- Ty Wessell**, District #4
- Patricia Soutas-Little**, District #5
- Casey Noonan**, District #6
- Melinda C. Lautner**, District #7



**Chet Janik**, County Administrator

Leelanau County Government Center  
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 (231) 256-0120 fax  
 leelanau.cc ♦ cjanik@co.leelanau.mi.us

To: Board of Commissioners  
 From: Chet Janik  
 Date: July 11, 2017  
 Re: 2017 Board Goals – revised

This correspondence is a follow-up to the discussion that took place at the Executive Board meeting on Tuesday concerning potential goals for 2017.

The following potential goals received initial support by the majority of commissioners.

Hopefully this information will be beneficial to Commissioners in determining Board goals for 2017.

**FINANCIAL**

Continue to service the debt with MERS until the County reaches its full capacity funding. At year-end, potentially allocate more dollars above the budgeted amount upon review of budget

Review the County Law Enforcement Center’s bond obligation and potentially implement a long-term financial plan to eliminate that obligation in 2021 when the bond terms allow for an early pay-off

Complete the Capital Improvement Plan for all County capitalized assets, to begin setting aside asset replacement funds for those assets.

## **SUBSTANCE ABUSE**

Address the drug & alcohol abuse issues that impact the County by convening representatives from local law enforcement, Prosecutor's Office, K-12 School districts, Benzie/Leelanau Health Department, medical community and other stakeholders charged with the responsibility to develop a Leelanau County Plan for education, prevention, and intervention

## **ROAD COMMISSION**

Determine the membership size of the Road Commission, review their annual compensation, per diems and benefits

## **HOUSING**

Establish a Leelanau County Housing Committee to work as a convener and partner with non-profits, local governments, developers, investors, and State/Federal government to address Leelanau County housing challenges and continue the work of the 2015-2016 County Housing Task Force

Set the County Planning Policy to include strong recommendations to the Township Planning Commissions to include reducing local government zoning regulations which inhibit affordable housing in the County

## **INTERNET**

The County should set a planning policy to partner with the Townships to take the position of encouraging (and requiring where possible) private providers of High-Speed internet to expand throughout Leelanau County

With the Leelanau Peninsula Economic Foundation (LEPF), continue the first year efforts of the LIFT group to expand broadband services to Leelanau residents

# EXECUTIVE DOCUMENT SUMMARY

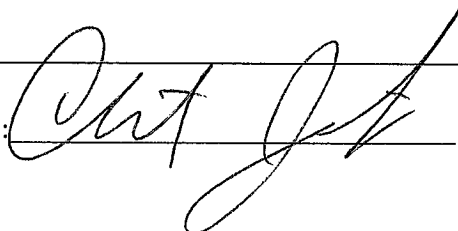
Department: Administration Contact Person: <u>Chet Janik</u> Telephone No.: <u>231-256-8100</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Executive Board:</td> <td><u>12/12/2017</u></td> </tr> <tr> <td><input checked="" type="checkbox"/> Regular Session:</td> <td><u>12/19/2017</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Executive Board:	<u>12/12/2017</u>	<input checked="" type="checkbox"/> Regular Session:	<u>12/19/2017</u>
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<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____			

Budgeted Amount: _____	Contracted Amount: _____
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Document Description	
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<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<p>A two (2) percent increase has been recommended for all non-union employees for 2018. This proposed amount matches the increase currently being negotiated by the five labor unions representing County employees.</p> <p><b>Suggested Recommendation:</b> Motion to recommend to the Board of Commissioners to increase all non-union employee wages by two (2)% for 2018.</p>
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Department Head Approval:  Date: 12/07/2017