

**BOARD OF COMMISSIONERS MEETING**

*Ty Wessell, Chairman*

**NOTICE OF MEETING**

The Executive Board Session of the Leelanau County Board of Commissioners will be held on Tuesday, February 14, 2023, at 9:00 a.m., in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan  
*(Please silence any unnecessary cellular/electronic devices)*

***A live streaming of this meeting will be available for viewing via the following link –***  
[https://www.youtube.com/channel/UCNQTglgcTedF2qB8floC1GQ?view\\_as=subscriber](https://www.youtube.com/channel/UCNQTglgcTedF2qB8floC1GQ?view_as=subscriber)

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

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

**TENTATIVE AGENDA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE/PRIVATE PRAYER**

**ROLL CALL**

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

**PUBLIC COMMENT** *(3 Minutes)*

**COMMISSIONER COMMENTS**

**COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:**

**PAGE #**

- Administrator Update
- Sheriff’s Office Update 2-3
- Building Safety Department Update 4-11
- Juvenile Detention Report 12

**ACTION ITEMS**

1. Juvenile Detention – Potential Action Authorizing the Court Administrator and Family Court to Continue to Explore and Encourage Regional Solutions for the Need for Youth Detention Facilities, *Chairman Wessell.*
2. Sheriff’s Office –
  - a. FY 2023 Secondary Road Patrol Grant Allocation Adjustment. 13-14
  - b. FY 2023 Marine Patrol Safety Grant. 15
3. Building Safety – Building, Electrical and Mechanical Third-Party Plan Review Agreements:
  - a. JML Design Group, LLC. 16-18
  - b. Spicer Group, Inc. 19-27
  - c. Ino-Tek. 28-34
4. Drain Commissioner – Lake Bluffs Drainage District Full Faith and Credit. 35-39
5. Rehmann Robson, LLC – Audit Engagement Letter, FYE December 31, 2022. 40-60
6. Replacement Copier Requests, Netlink Business Solutions –
  - a. District Court. 61-62
  - b. Family Court. 63-65
7. Equalization – Recap of Leelanau County FY 2023 L-4018. 66-104
8. Two Percent Awards Agreements –
  - a. Senior Services/Leelanau Christian Neighbors, Food Pantry Assistance. 105
  - b. Thirteenth Judicial Circuit Court/Child & Family Services, Support of Safe Haven Program. 106
  - c. Board of Commissioners/Mnamaadiziwin, Inc., Cultural Awareness Training. 107-109
9. Solid Waste Council –
  - a. Bay Area Recycling for Charities (BARC), Two Agreements. 110-136
  - b. ERG Contract Amendment No. 2, Tire Recycling. 137-139
10. Planning/Community Development – Out of State Travel Request, Philadelphia, PA. 140
11. Website Development Bid Recommendation. 141-145
12. Commissioner Appointments/Assignments –
  - a. Boards and Commissions and Standing Committees. 146
  - b. Northern Michigan Counties Association, County Delegate and Alternate Delegate. 147
13. Proposed Inspections and Service Agreement with D&W Mechanical, *under separate cover.*
14. Administration –
  - a. Resolution to Restructure the Composition of the Leland Dam Authority. 148-150
  - b. Potential Approval of Leelanau County Substance Abuse Prevention Coalition (LCSAPC) Supplies Request. 151-158
  - c. Potential Approval of Credit Card for the County Administrator, *no attachment.*

**REVIEW OF FINANCIALS**

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

**PUBLIC COMMENT** *(5 Minutes)*

**COMMISSIONER COMMENTS**

**APPROVAL OF FINANCIALS**

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

**ADJOURNMENT**



# LEELANAU COUNTY SHERIFF'S OFFICE

**MIKE BORKOVICH**  
*Sheriff*  
**JAMES KIESSEL**  
*Undersheriff*

**8525 E. Government Center Drive**  
**Suttons Bay, Michigan 49682**  
**Office (231) 256-8800 Fax (231) 256-8611**  
**Toll Free 1-877-256-6911**

**LT. TODD ROUSH**  
*Corrections*  
**LT. DUANE WRIGHT**  
*Law Enforcement*

Dear Leelanau County Commissioners,

It is our pleasure to update you on the status of the Leelanau County Sheriff's Office and provide you with a brief overview of our Law Enforcement and Jail operations over the last year. We hope that this brief overview of the last 12 months gives you some insight into our operation. Additionally, if you have any questions please do not hesitate to ask as we strive to be as transparent as possible.

The Sheriff's office was very fortunate in 2022 with our staffing. Unlike other Law Enforcement agencies around the state and country, we were able to maintain our staffing levels. We lost one corrections officer to higher paying position with the Michigan State Police but were fortunate enough to replace that position almost immediately with a new, previously experienced deputy. The Law Enforcement Division maintained staffing levels with no new hires until losing one deputy, to the healthcare field, at the very end of December. We are hopeful to have this position filled by early February as we are currently in the hiring process of yet another experienced officer.

Both Divisions of the Sheriff's Office were able to maintain order and operate within their Board approved budgets and actually end the year under budget and without major budget adjustments. Line items such as vehicle costs, gas/oil, maintenance, and jail meal costs were very difficult to maintain due to rising costs out of our control and the recent inflationary environment. Modifications in other areas, such as additional jail border contracts help to offset these costs.

We hope to have our 2022 Annual Report completed for your review by the time we meet at the February Executive Board of Commissioners meeting. The Sheriff's Office continued to see a busy workload that is obviously driven by seasonal visitors and environmentally related events. The county has also experienced a lot of criminal activity involving the use of drugs and opioids which included several overdoses. Unfortunately, this type of activity also led to the exposure of fentanyl to two of our deputies. Recently, we also had a deputy struck by a motor vehicle while crossing a parking lot, sustaining very minor injuries. Fortunately, all employees have returned to work but it emphasizes the danger that our employees are faced with every day, even in a small rural county like Leelanau.

The operation of the Jail continues to be efficient, safe and secure. In 2022, we once again passed our MDOC inspection with a 100% compliance. This last year we also entered into housing contract with Kalkaska County due to staffing issues at their facility which led to the average of 10-12 additional borders within our facility for a good portion of the year. These additional borders, along with others from Grand Traverse County, MDOC and the Grand Traverse Band, lead to a sharp increase in overall jail revenues.

As we enter 2023, we look forward to another safe year. Our number one goal for 2023 continues to be acquiring a **GREAT LAKES CAPABLE PATROL BOAT** to station in Leland. As most of you

*Our staff is dedicated to making our county a safe place in which to live, work, play and raise our families!*

are already aware, this has been a need and request for the last several years through a grant submission with the U.S. Department of Homeland Security. If approved, this grant request requires a twenty-five percent (25%) match from Leelanau County. Your continued support in this endeavor is greatly appreciated.

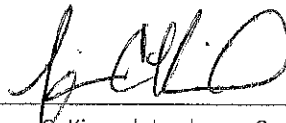
Our second goal for 2023 will be the addition and replacement of our **BODY-WORN CAMERA SYSTEM**. This Sheriff's Office was a state leader in the initial use of body cameras almost 8 years ago. Since that time, we continue to use body cameras on a daily basis, though our current system needs to be replaced as deputies are using 3 different platform models that are constantly breaking down and as such, we are unable to keep up with our needs. A new updated system will integrate with our current records management system and will bring the agency up to date with national current standards and operations that will also assist in the application of public dissemination and FOIA laws. This acquisition would also be partially refundable through a grant administered by MMRMA.

Our third goal is the **INSTALLATION OF A SECURITY GATE** at the entrance to our employee and patrol car parking area. All of our patrol vehicles, contain tens of thousands of dollars' worth of equipment, and they are left secured but unattended and unprotected from unauthorized access by the general public. The security of these vehicles and the equipment they contain is paramount for the continued safe operations of our employees. On many occasions, we have seen unauthorized people wandering around our patrol vehicles and nationwide, we are seeing an increase in attacks on individual law enforcement officers and especially so at their duty stations.

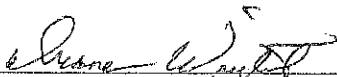
This is a very brief summary of the last 12 months as well as a look into our future plans. If at any time there are every any questions, comments, or concerns the administrative is always more than willing to assist in any way possible. Thank you for your continued support.



Mike Borkovich, Leelanau County Sheriff



James C. Kiessel, Leelanau County Undersheriff



Duane Wright, Law Enforcement Division Lieutenant



Todd Roush, Corrections Division Lieutenant



# Department of Building Safety





# Meet our Staff

Curt McNitt – Plumbing & Mechanical Inspector



Jon Hedgcock – Building & Electrical Inspector



Lynn Herman - Secretary



Rachael LaCross- Secretary

Molly Steck – Administrative Secretary



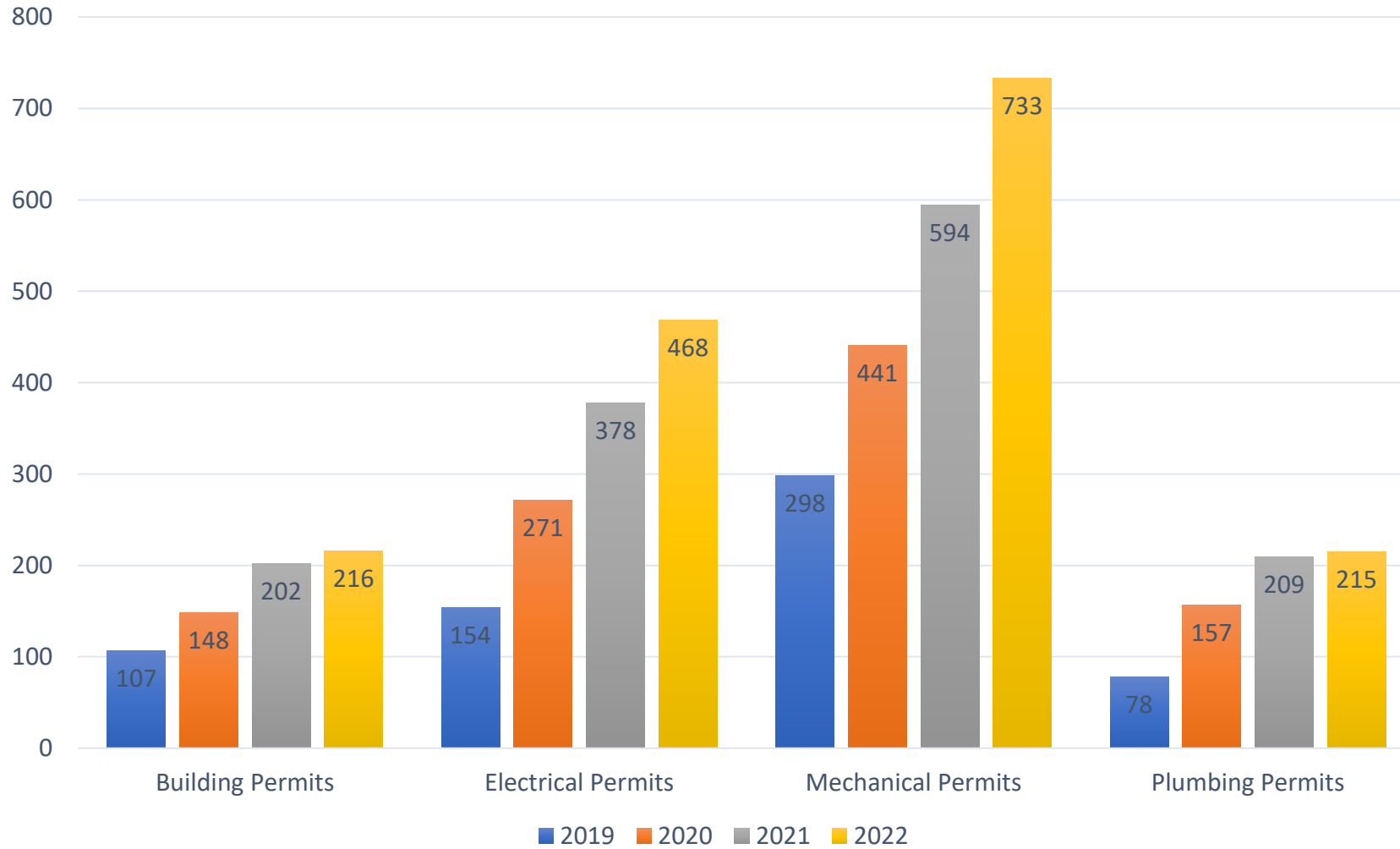
Charles Sessoms – Building Inspector



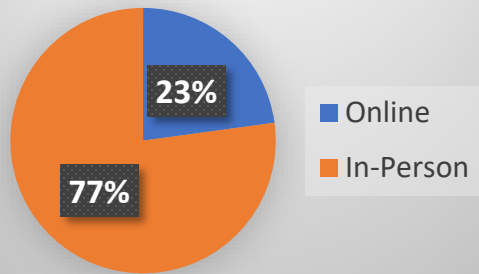
Jon Schaub – Electrical & Plumbing Inspector



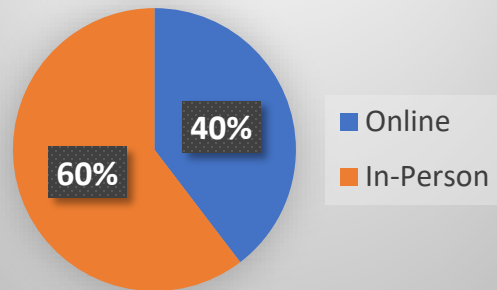
## Permits Applied for Online



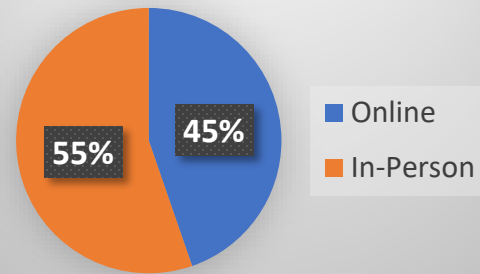
### Permit Totals 2019



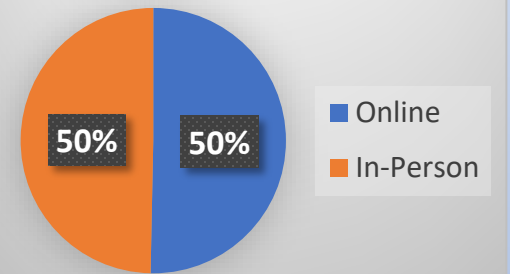
### Permit Totals 2020



### Permit Totals 2021

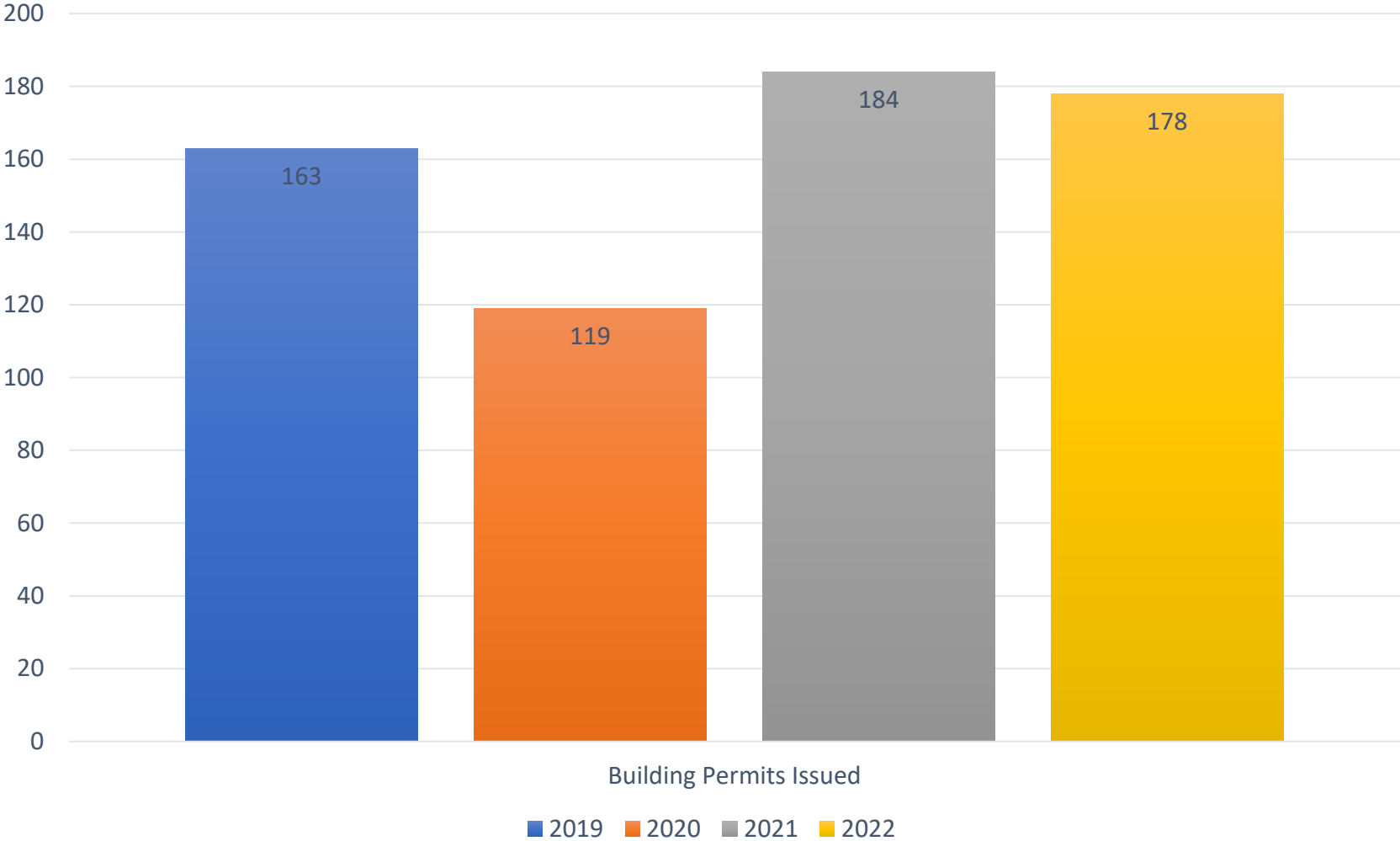


### Permit Totals 2022

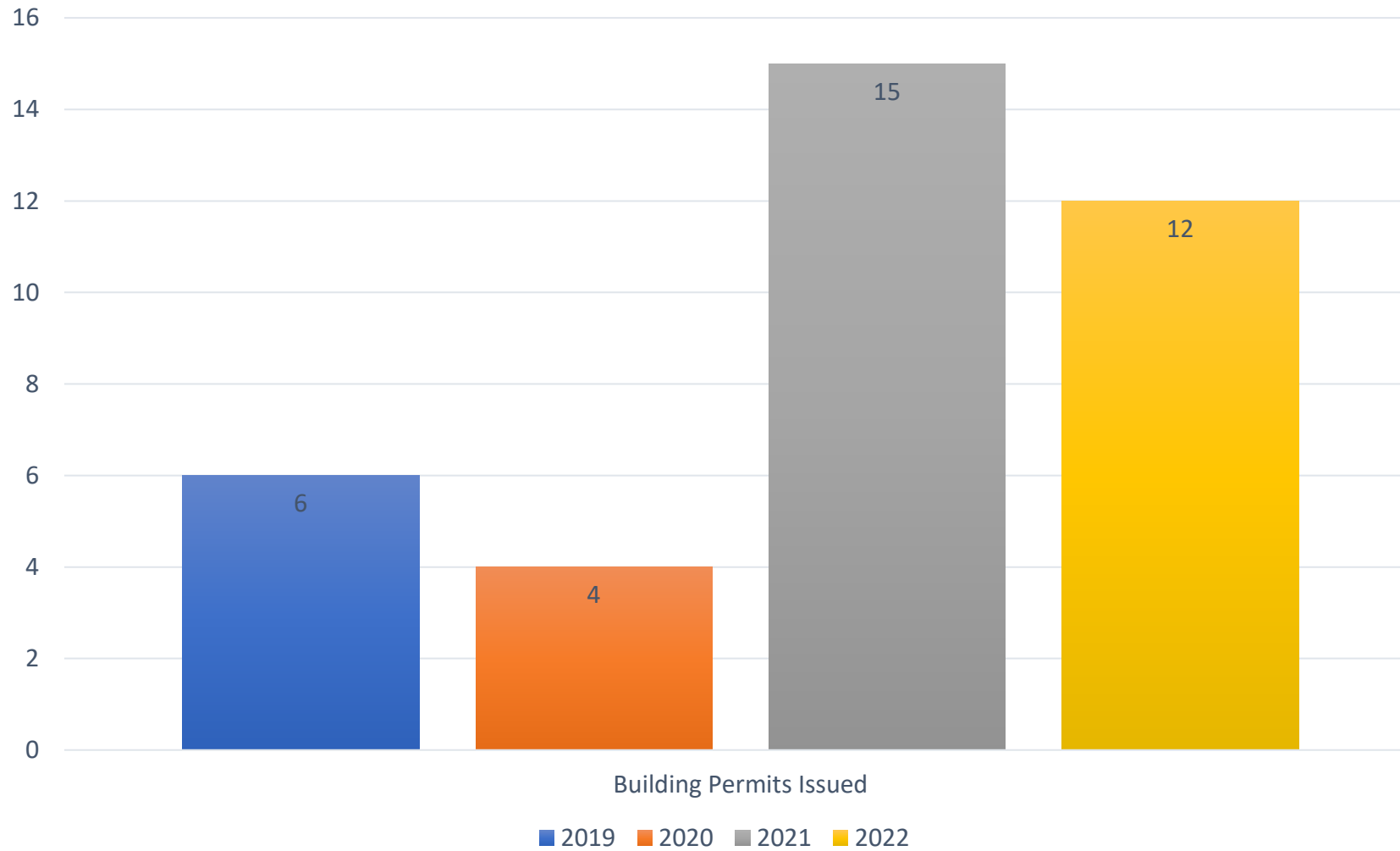




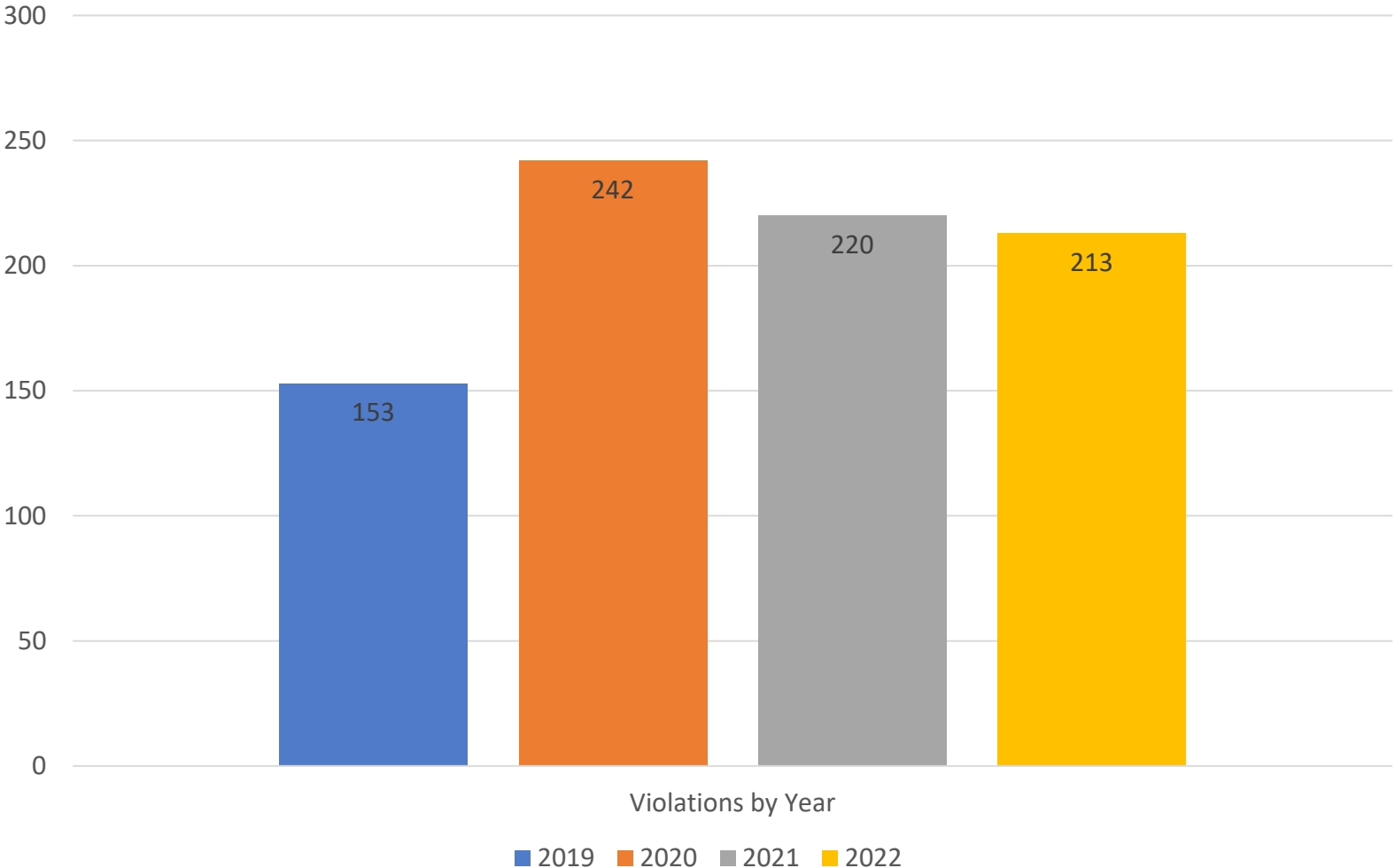
# New Homes in Leelanau County



## New Commercial Construction in Leelanau County



# Code Enforcements





# Future Goals

- Customer Surveys – at the beginning and end of projects
- Professional Development Classes for Contractors



LEELANAU COUNTY BOARD OF COMMISSIONERS MEETING

Cameron Clark - Family Court Administrator Report

February 14, 2023

First, just a little about me. I have worked in Juvenile Justice in Michigan beginning in 1992 as a juvenile probation officer and then as the Court Administrator. In 2001, I left the court because I had founded the CASMAN Academy in Manistee, a school designed to assist at-risk youth complete their high school education. I spent 10 years as their school leader. I returned to court administration in 2011.

Currently I am serving as President of the Northern Michigan Juvenile Officers Association (NMJOA), representing 44 northern counties. I sit on the Executive Board of the Michigan Association for Court Administrators (MAFCA). I am a Governor's appointee to the Michigan Committee on Juvenile Justice (MCJJ). In addition, last year I took part on the Governor's Juvenile Justice Task Force as a member on several sub-committees which helped form the recommendations adopted by the Task Force. Currently I am serving on a Child Care Fund Advisory Committee attempting to modernize Court funding and to increase reimbursements to counties.

Prior to my work in the Court system, I worked at two different residential programs near Boston, providing me with a strong understanding of the operation of those types of facilities.

OK, so what's new?

I recently worked on a project to increase the Basic Grant amount to counties with populations under 75,000. It has ballooned from \$15,000 annually to \$56,520.

I am now working on a similar project to increase the amount all counties received for their County Juvenile Officer Grant. Like the Basic Grant, the amount has not changed since the late 1990's. We are hopeful it can double at least, from its current \$27,000.

The biggest task currently is the attempt between Leelanau County Family Court and the Grand Traverse Family Court to develop a treatment and detention facility. We are working hard with stakeholders and our legislators to try to get an appropriation to fund the construction/renovation for this project. Both County Administrators are very involved in this effort and I'd like to commend Ms. Allen for her very steep learning curve with this. She is a very quick study! GT County has some land that may be viable and we have recently looked at Pugsley Correctional Facility as a potential renovation site. We don't want to leave any stone unturned in our search. The need is real in Northern Michigan and won't go away without great effort like this.

Lastly, Covid has created a new culture within many K-12 schools in terms of expectations for students to attend in person and for parents to prioritize attendance. Last month I invited all the school Superintendents to a meeting in which we all agreed that there was a growing truancy issue in the county and that by working together we could begin to get things back to pre-Covid ways. All schools are agreeing to handle truancy in a like fashion and are even willing to state in letters to parents that schools in Leelanau County are unified in this effort.

So, you can see that I am not at all busy! 😊 I'd like to take your questions or comments at this time if you have any.

# EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff's Office Contact Person: <u>Undersheriff James Kiessel</u> Telephone No.: _____	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  02/14/2023
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>Office of Highway and Traffic Sa</u>  Address/ Phone: _____
<input type="checkbox"/> Select One  <input checked="" type="checkbox"/> Other: <u>N/A</u> <i>Account Number</i> <i>(Funds to come from):</i> _____	

Budgeted Amount: <u>\$ 28,173.00</u>	Contracted Amount: <u>\$54,441.00</u>
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Document Description	
<input checked="" type="checkbox"/> Grant	<input checked="" type="checkbox"/> Other <u>Grant Adjustment</u>

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

In August of 2022 with Board of Commissioners approval, the Leelanau County Sheriff's Office applied for the fiscal year 2023 Secondary Road Patrol Grant Program. The Sheriff's Office was awarded \$28,173.00 from the original grant. Now that the new State fiscal year has begun, they have awarded a grant adjustment in the total amount of \$54,441.00, a difference of \$30,323.00. A contract adjustment was already submitted by the Finance Department because the deadline was January 20, 2023. If the adjustment is accepted, the Sheriff's Office would like the permission to accept the additional grant monies.

**Suggested Recommendation:** I move to recommend that the County Board of Commissioners approve the 2023 Secondary Road Grant Contract adjustment in the amount of \$54,441.00, a difference of \$30,323.00, for the fiscal year 2023 Secondary Road Patrol Grant, if approved by the State.

Undersheriff

Department Head Approval: James C. Kiessel Digitally signed by Undersheriff  
James C. Kiessel  
Date: 2023.01.23 09:14:01  
-05'00' Date: 01/23/2023


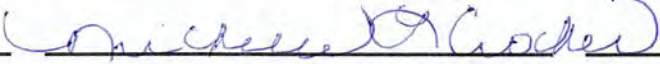


**SECONDARY ROAD PATROL AND TRAFFIC ACCIDENT PREVENTION PROGRAM  
 CONTRACT ADJUSTMENT REQUEST**

<b>1. County</b> Leelanau	<b>7. OHSP Contract No.</b> 50555-23
<b>2. Sheriff</b> Michael Borkovich	<b>8. Date of Request</b> 1/20/2023
<b>3. Address</b> 8525 East Government Center Drive	
<b>4. City</b> Suttons Bay	<b>5. State</b> Michigan <b>6. Zip Code</b> 49682

9. The following change, amendment, or adjustment to the referenced contract is requested  
 (Provide explanation of changes. If equipment is being purchased, please list it in detail here):

Budget Category	Expenditures To Date	Approved Budget	Requested Revision	Revised Budget Totals
Personnel	0.00	89,594	28,173	117,767
Automotive	0.00	16,375	2,000	18,375
Equipment				0
Operating Expenses	0.00	2,260	150	2,410
Indirect Costs				0
<b>TOTAL</b>	<b>0.00</b>	<b>108,229</b>	<b>30,323</b>	<b>138,552</b>

<b>Prepared By:</b> Name	Title	Telephone
James Kiessel	Undersheriff	(231) 256-8602
<b>Authorized By:</b> Sheriff	Signature	Date
Michael Borkovich		20 Jan 23 1/20/2023
<b>Financial Officer</b>	Signature	Date
Michelle L. Crocker		1/20/2023
<b>OHSP Authorization</b>	Signature	Date

**Email signed form to: MSP-SRP@michigan.gov**

AUTHORITY: 1978 PA 416, as amended & Exec. Order 1989-4  
 COMPLIANCE: Voluntary, but reimbursement will be delayed until completed.

# EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff's Office Contact Person: <u>Undersheriff James Kiessel</u> Telephone No.: <u>231-256-8602</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  02/14/2023
<b>Source Selection Method</b>	
<input type="checkbox"/> Select One  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	<b>VENDOR:</b> _____  Address/ Phone: _____

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$0.00
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Document Description	
<input checked="" type="checkbox"/> Grant Application	<input type="checkbox"/> Other _____

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

The Leelanau County Sheriff's Office requests permission to submit the annual State of Michigan Marine Safety Grant application. This grant application is due March 1, 2023 and, if awarded, the funds would be used to offset the cost of our Marine Safety Program for 2023. The submission of this grant is now completed electronically through the cooperation of the Sheriff's Office and Finance Department. No local matches are required. In 2022, our Agency was awarded \$30,100.00 through the grant.

**Suggested Recommendation:** I move to recommend that the County Board of Commissioners allow the Sheriff's Office to apply for the 2023 Marine Safety Grant through the Michigan Department of Natural Resources to cover a percentage of the costs of the Leelanau County Sheriff's Office Marine Safety Program.

Undersheriff

Department Head Approval: James C. Kiessel Digitally signed by Undersheriff  
James C. Kiessel  
Date: 2023.01.24 08:28:51  
-05'00' Date: 01/24/2023


# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Building Safety</u>	<b>Submittal Dates</b>
Contact Person: <u>Amber Weber</u>	<input checked="" type="checkbox"/> Executive Board Session
Telephone No.: <u>231-256-8302</u>	<u>02/14/2023</u>
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>JLM Design Group Ltd</u>
<input checked="" type="checkbox"/> Quotation	Address/ <u>225 E 16th Street</u>
<input type="checkbox"/> Other: _____	Traverse City, MI 49684
Account Number (Funds to come from): <u>542-000000-801.000</u>	Phone: <u>(231) 947-9019</u>

Budgeted Amount: _____	<u>\$ 6,000.00</u>	Contracted Amount: _____	<u>\$3,000.00</u>
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<b>Document Description</b>	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Contractual Services</u>

<input checked="" type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>
<p>This is the first of three requests. The Building Safety Department is requesting approval to hire a third-party reviewer to work with the Department and complete the Building Plan Review for an upcoming project with the Traverse City Whiskey Company.</p> <p>The proposal is for 20 hours of review and is not to exceed that amount without prior approval from the County Administrator and Building Official.</p>
<p><b>Suggested Recommendation:</b> I move to recommend that the County Board of Commissioners waive its bid policy and approve the proposal from JML Design Group, Ltd., for building plan review services in an amount not to exceed \$3,000.00, pending counsel review and approval; funds to come from account 542-000000-801.000.</p>

Department Head Approval:  Amber Weber  
2023.02.07 08:37:49  
-05'00'

Date: 02/07/2023



Design Group, Ltd.

"Excellence is our Hallmark"

225 E. 16<sup>th</sup> Street, Suite B • Traverse City, MI 49684 • Phone: (231) 947-9019 • Fax: (231) 947-8738

February 3, 2023

Ms. Amber Weber  
Leelanau County Building Department  
8527 Government Center Drive  
Suite 109  
Suttons Bay, Michigan 49682

**Re: Proposal to assist with Plan Review process for Multi-use  
Development for Traverse City Whiskey**

Dear Ms. Weber:

Please review and accept the following proposal to assist with the plan review for the proposed multi-use development of Traverse City Whiskey on South Center Highway in Elmwood Township.

SCOPE OF WORK:

The scope of work is defined as assisting Mr. Charles Sessoms perform a plan review for a proposed multi-use development . The proposed building will include a distillery, offices, visitor center, tasting room, and hospitality spaces.

Review will include general code conformance to the 2015 Michigan building code, 2018 International Fire Code, 2018 Michigan Plumbing Code, 2015 Michigan Mechanical Code and 2017 National Electric Code. Reviews will be conducted at the county offices.

TIMING:

As the drawings have not yet been submitted, it is difficult to determine the length of time needed to perform a thorough review. The quality and quantity of required information is also unknown. For large projects such as this it is likely that several reviews will be required due to the need for information exchange.

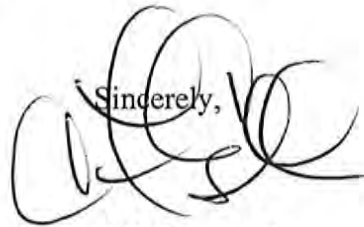
The review will, therefore, take place over a one month period. The time spent reviewing will not be a month but it is impossible to dedicate all of a day or days to performing the task at hand.

FEE:

The scope of work will be performed on a time and material basis. The architects hourly fee will be \$150.00 per hour. Billings will be submitted on the 25<sup>th</sup> of the month and due within 45 days. The county would have a better idea of the hours that may be required to do the review but I would estimate, depending on the drawings, approximately 40 total hours.

If there should be any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'C.F. Campbell', written over the word 'Sincerely,'.

C.F. Campbell

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Building Safety</u> Contact Person: <u>Amber Weber</u> Telephone No.: <u>231-256-8302</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  02/14/2023
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>Spicer Group, Inc.</u>  Address/ Phone: <u>1624 Business Park Dr.</u> <u>Traverse City, MI 49686</u> <u>(231) 633-1204</u>
<input checked="" type="checkbox"/> Quotation  <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>542-000000-801.000</u>	

Budgeted Amount: _____	\$ 6,000.00	Contracted Amount: _____	\$4,000.00
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Contractual Services</u>

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

This is the second of three requests. The Building Safety Department is requesting approval to hire a third-party reviewer to work with the Department and complete the Electrical Plan Review for an upcoming project with the Traverse City Whiskey Company.

The proposal is for 20 hours of review and is not to exceed that amount without prior approval from the County Administrator and Building Official.

**Suggested Recommendation:** I move to recommend that the County Board of Commissioners waive its bid policy and approve the proposal from Spicer Group, Inc., for electrical plan review services in an amount not to exceed \$4,000.00, pending counsel review and approval; funds to come from account 542-000000-801.000.

Department Head Approval:  Amber Weber  
 2023.02.07 08:38:16  
 -05'00' Date: 02/07/2023



February 03, 2023,

**PROPOSAL**

Amber Weber  
Building Official/Inspector  
Leelanau County Department of Building Safety  
8527 E. Government Center Drive, Suite 109  
Suttons Bay, MI. 49682  
Office: (231) 256-8302  
Email: [aweber@leelanau.gov](mailto:aweber@leelanau.gov)

RE: Request for Proposal for Electrical Plan Review Assistance  
Traverse City Whiskey Company – Expansion Project  
9432 S. Center Highway, Traverse City, MI. 49684  
Proposal & Letter Agreement for Professional Services

Building Official Weber,

This document contains Spicer Group's proposal to provide electrical plan review assistance to the Leelanau County Department of Building Safety for the proposed expansion of the Traverse City Whiskey Company.

### **PROJECT TEAM & EXPERIENCE**

#### **Strong Partnership**

Spicer Group, Inc. is a full-service consulting firm established in 1944, and employs over 240 staff members specializing in engineering, surveying, architectural, and community planning services. Together, we offer a solid team for mechanical, electrical, and plumbing (MEP) engineering with supporting professionals that can help assist with architectural, structural, and/or civil plan review that may also be required. Resumes for key staff members are available upon request.

#### **Key Spicer Group Staff**

Darrick Huff, P.E. is our principal in charge and supervisor of the Spicer Group Municipal Group. Darrick is an electrical engineer that has over 30 years of managing the design and construction of various civil, architectural, and MEP projects. Bo Reinhardt will be the Project Manager for the project and has over 19 years of electrical engineering, code, and MEP design experience. Aaron Wosek is a mechanical HVAC and plumbing engineer and MEP Department Supervisor that has over 20 years of design and code experience. David Boersma, AIA is a State of Michigan Building Code Official #005656 oversees Spicer Group's Architectural Services Group and has over 25 years of design and code experience. Rich Kathrens, P.E. has over 25 years of structural engineer design and code experience. Each of the team members have provided plan review support for State of Michigan townships and municipalities in the past.

**Spicer Group Primary Contact List**

- Bo Reinhardt, P.E., Architectural/Electrical Engineering Project Manager II, Traverse City Office (231)-633-1204 [bo.reinhardt@spicergroup.com](mailto:bo.reinhardt@spicergroup.com).
- Aaron Wosek, MEP Supervisor, Project Manager II, Traverse City Office (231-645-5992 [aaron.wosek@spicergroup.com](mailto:aaron.wosek@spicergroup.com))

**PROJECT UNDERSTANDING AND SCOPE OF WORK**

The project scope was discussed by phone with Ms. Amber Weber. The upcoming Traverse Whiskey Expansion Project is estimated to cost \$20 million and will include visitor hospitality, administration, distillery production, packaging, and traditional rackhouse spaces within the former Cherry Growers Co-Op cherry processing facility on S. Center Highway in Traverse City, Michigan.

In general, the Leelanau County Department of Building Safety is looking for assistance/support with the electrical plan review of the engineered electrical drawings that will be submitted and sealed by the registered design professionals.

**Additional Design Scope not specifically listed but required and included as part of this Proposal:**

**Provided by Leelanau County:**

Spicer Group requests the following, if it exists, to better meet the needs of Leelanau County and to expedite the plan review assistance process.

- A. If available, complete architectural, civil, and engineered drawings are requested in electronic PDF format.

**PROJECT TIMELINE**

Important:

The Leelanau County Department of Building Safety anticipates receiving the submitted engineered plan review drawings in February 2023. Spicer Group shall work with Leelanau County to develop a project review timeline and reasonable schedule for completion after an initial review of the submitted full plan review drawing and specifications package is complete.

**SCOPE OF PROFESSIONAL SERVICES:**

The scope of professional services has been developed by review of the Leelanau County Department of Building Safety Request for Proposal and Project Scope items listed above. The scope of our services, method of payment and the understanding of our professional relationship are described below. This proposal will remain valid for 60 days.

**I. Preliminary review of Project Work Scope**

- A. Initial meeting to confirm the work scope and timeline of completion for review of the submitted plan review drawings and specifications.

**II. Electrical Plan Review Assistance Services**

- A. Review the submitted plan review drawings.
- B. Provide an itemized list of code violations within the electrical drawings and specifications based on the following construction codes and standards currently in effect in Leelanau County:
  1. Michigan Commercial Electrical Code (based on 2017 National Electric Code (NEC))
  2. Michigan Commercial Energy Code (based on the ASHRAE 90.1-2013 standards)

**Sub-consultants:**

- A. None required.

**Deliverables:**

- A. An itemized list of electrical plan review code comments, violations, and code reference.

**Reimbursable Expenses:**

- A. Overnight mailings, if requested. A 10% processing fee may be attached to this item depending on extent of request.
- B. Deliverables beyond those included above. A 10% processing fee may be attached to this item depending on extent of request.

**Additional Services Not Included:**

Services not specifically listed in our scope of services are excluded from this letter agreement. Services not included but that may be requested include:

- A. Complete, sealed electrical plan review services.
- B. Complete architectural, civil, structural, mechanical engineering plan review assistance.
- C. Inspections of installed electrical systems.
- D. Inspections of architectural and/or mechanical, systems.
- E. Inspection of structural systems.

If Additional Services are requested, Spicer Group shall require written approval by Leelanau Country Department of Building Safety.

**Fee Schedule:**

The following is a fee schedule for electrical engineering plan review assistance services to complete the scope of work described above.

All services by Spicer Group shall be billed on an hourly time and materials, Not-To-Exceed basis per the attached rate schedule. Spicer Group shall submit weekly updates on review progress to Leelanau County. Reimbursable fees shall be included with explanation and receipt of payment. If requested and approved by Leelanau County, Additional Services shall be billed on an hourly time and materials basis.

**Leelanau County has requested a maximum of twenty (20) hours of plan review services. The following Proposal Fee Summary.**

**PROPOSAL FEE SUMMARY**

**I. Plan Review Assistance:** Hourly Time and Materials  
at \$200.00 per hour for Project Manager II

**Hourly, Not to Exceed:** **\$4,000**

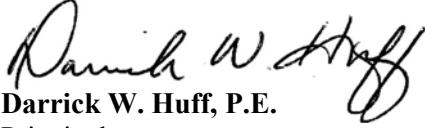
We have calculated these fees based on our project understanding. If the scope changes or our understanding was incorrect, we shall work with Leelanau Country Department of Safety to amend this agreement.


Spicer Group General Conditions are attached and included as part of this agreement. Any changes to this agreement require written amendment by Spicer Group and written approval by Leelanau County.

If this proposal meets with your approval, please acknowledge with an authorized signature and date on the line below. Please return one executed copy to Spicer Group.

We appreciate your consideration of Spicer Group and look forward to working on this project, as well as developing a long-term business relationship with Leelanau County.

Sincerely,

  
**Darrick W. Huff, P.E.**  
Principal

  
**Bo A. Reinhardt, P.E.** | Project Manager II  
Architectural/Electrical Engineer

**SPICER GROUP, INC**  
1624 Business Park Dr.  
Traverse City, MI 49686  
Phone Direct/Cell: (231) 633-1204  
mailto: [bo.reinhardt@spicergroup.com](mailto:bo.reinhardt@spicergroup.com)

\_\_\_\_\_  
Above proposal accepted and approved  
by Owner.

**LEELANAU COUNTY**

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

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

## GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

### SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

## SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (2nd) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-off's by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal action is necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.



2.7 **Delivery and Use of Electronic Files.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

2.8 **Opinions of Probable Construction Costs.** In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

### SECTION 3

3.1 **Design Without Construction Administration.** Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

3.2 **Verification of Existing Conditions.** Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

3.3 **Jobsite Safety.** Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

3.4 **Construction Observation.** The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement. The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

**3.5 Pre-Engineered Buildings.** The OWNER acknowledges that it has requested the PROFESSIONAL to specify a pre-engineered building. The OWNER further acknowledges that the PROFESSIONAL will not engineer, design, manufacture, assemble or erect said building and is not responsible in any way for defects or deficiencies in the building. Therefore, the OWNER waives all claims against the PROFESSIONAL arising in any way from the specification of the building or for any defects, deficiencies, errors or omissions in the design, fabrication or erection of the building.

**3.6 Client Requested Substitutions.** Upon request by the OWNER, the PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the OWNER's consultants or contractors. The PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by the PROFESSIONAL with those of the PROFESSIONAL's subconsultants and the OWNER's consultants, as Additional Services. The PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

**3.7 Record Drawings.** If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner.

**3.8 Certifications, Guarantees and Warranties.** The PROFESSIONAL shall not be required to sign any documents, no matter by whom requested, that would result in the PROFESSIONAL's having to certify, guarantee or warrant the existence of conditions whose existence the PROFESSIONAL cannot ascertain. The OWNER also agrees not to make resolution of any dispute with the PROFESSIONAL or payment of any amount due to the PROFESSIONAL in any way contingent upon the PROFESSIONAL's signing any such certification.

**3.9 Contingency Fund.** The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

**3.10 Code Compliance.** The PROFESSIONAL shall put forth reasonable professional effort to comply with applicable laws, codes and regulations in effect as of the date of (*submission to building authorities*). Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the PROFESSIONAL to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

**3.11 Permits and Approvals.** The PROFESSIONAL shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the PROFESSIONAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the PROFESSIONAL and included in the scope of Basic Services of this Agreement.

**3.12 Right of Entry.** OWNER shall provide for PROFESSIONAL's right to enter from time to time property owned by OWNER and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.





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**Gas Detection, Leak Detection & Life Safety Systems**  
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[www.Ino-Tek.com](http://www.Ino-Tek.com)

Amber Weber  
Leelanau County Building Department  
8527 Government Center Drive  
Suite 109  
Suttons Bay, MI 49782

**Plan Review Service Proposal - Assist the County Building Department  
in the Plan Review for Traverse City Whiskey Facility.**

Ino-Tek will provide “Plan Review Services” under the direction of Curt McNitt assisting as necessary to meet the needs of the Building Department. This original quotation will be based upon the amount of 20 requested hours if it is determined by the department Ino-Tek will work with the department and the County as needed to amend / extend the original quotation if necessary.

**Purchase Order / Billing / Terms**

Ino-tek will create an open purchase order for Leelanau Building Department and accrue time against that Purchase Order. When Leelanau Building Department, Inc staff requests assistance, they shall provide a Job ID# and Job Name. Ino-Tek will track time by Job # and Job Name and provide a monthly invoice to Leelanau Building Department, billing at a rate of \$220 / hour. Per Leelanau Building Department, Ino-Tek will institute an initial per-job limit of 20 Plan Review hours per Job#. Ino-Tek will bill in one-quarter hour increments and submit invoices monthly, for payment net 45 days.

**Services**

Leelanau Building Department and Ino-Tek will mutually agree at the outset of each Job engagement as to the deliverables desired and Ino-Tek and Leelanau Building Department, Inc will conclude an email exchange to confirm mutual understanding of the Scope of Work. Deliverables may take the form of a phone discussion without any detailed reporting or may involve a more detailed deliverable in the form of drawings, report(s), spreadsheets, or other channel of communication. All emails related to individual Job plan review activity - as well as discussions with Leelanau Building Department, Inc staff, will be noted in our Customer Resource Management software. Time-tracking will use Ino-Tek’s existing systems for recording employee time. The Michigan Codes in effect at the time of the permit application will be applied to this project. The nature of these types of projects often will require resubmittals and supplemental communication as well as deferred document submittals, we



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are prepared to address these as requested by the Leelanau Building Department. Ino-Tek will use Bluebeam Revue Software.

If our outline for services meets with your approval, please sign, and return and we are available to be of service.

Attachment: Qualifications

\_\_\_\_\_  
Senior Code Consultant  
Hazardous Materials Specialist

\_\_\_\_\_  
Leelanau Building Department

## **Kendall Nightlinger**

3720 St. Martins Pt. Road  
Hessel MI 49745



### **Current Position**

Senior Code Specialist for Hazardous Material Safety (Ino-Tek, Inc.)

Primary responsibilities:

- Provide Code Support for the Inspection Community regarding Hazardous Materials Safety
- Provide Code Support for the Architect / Engineering Communities regarding Hazardous Materials Safety
- Provide internal support for the Ino-Tek Engineering and Sales teams regarding Hazardous Materials Safety and Code Compliance
- Active participation in the Code Development Process

### **Previous Positions**

- City of Rochester Hills Mechanical, Fire, Plumbing, Inspector 2011 to 2018
- Emmet County Mechanical, Fire, Plumbing Inspector, and Plans Examiner 2008 to 2011
- State of Michigan Mechanical, Fire, Inspector, and Plans Examiner 1995 to 2007
- Lincoln Township Mechanical, Fire, Plumbing Inspector, and Plans Examiner 1992 to 1995
- MCV (Midland Cogeneration Venture) (Midland Nuclear Plant) 1989-1995
- Great Lakes Refrigeration
- MAP Mechanical
- Carey Plumbing and Heating

### **Summary**

Ken has been a Mechanical/Plumbing/Plans Examiner/Inspector since 1992 and holds Lifetime State Of Michigan Code Instructor License #1952. He is a State of Michigan approved instructor for the inspection community and currently has several classes with active CEU status. Ken is a regular lecturer and instructor for area Fire Marshalls, the Building and Fire Inspection and Architect/Engineering communities, teaching about Code Compliance and Hazardous Materials Safety. He has published over 50 papers on Code-Compliance and Life Safety that are widely distributed throughout the Michigan inspection community.

### **Professional Affiliations / Memberships:**



Kendall is currently president of the ICC Chapter of the Metropolitan Mechanical Inspectors Association, past president of the ICC Chapter of Mechanical Inspectors Association of Michigan, also participating in the ICC Code Development Process by attending ICC Fire Code Action Committee, Building Code Action Committee meetings, and sitting on various workgroups for these committees.

**Professional Affiliations / Memberships:**

- OMFPS (Oakland Macomb Fire Prevention Society)
- SFPE (Society of Fire Protection Engineers) Michigan
- MFIS (Michigan Fire Inspectors Society)
- ICC (International Code Council) Chapters
- MAIM (Mechanical Inspectors Association of Michigan)
- MMIA (Metropolitan Mechanical Inspectors Association)
- NFPA (National Fire Protection Association)
- Tri County Plumbing Inspectors Association
- ICC (International Code Council)
- PIAM (Plumbing Inspectors Association of Michigan)

**Board Positions:**

- SFPE (Society of Fire Protection Engineers) Michigan Chapter, Vice President, Education Coordinator
- MMIA ICC Chapter (Metropolitan Mechanical Inspectors Association) President
- MIAM ICC Chapter (Mechanical Inspectors Association of Michigan) Past President, Education Coordinator, International Fire Code Committee Liaison

**Certifications:**

- ICC Commercial Mechanical Inspector
- ICC Commercial Mechanical Plans Examiner
- ICC Commercial Plumbing Inspector
- ICC Commercial Plumbing Plans Examiner
- ICC Residential Mechanical Inspector

**Licenses:**

- Michigan Registered Code Official and Inspector (Mechanical, Plumbing inspection and plan review)
- Michigan Licensed Mechanical Contractor
- Michigan Licensed Journeyman Plumber
- Michigan State Approved Educator ACT 407
- EPA Refrigerant Transition and Recovery

**Education**

- Professional development hours to maintain licensees and certifications since 1986
- Henry Ford Community College-Refrigerant Transition and Recovery
- Delta College-Refrigeration
- MSU (Michigan State University Labor Education Program) Labor Law Program
- Professional development classes at Baker College as an Educator

## Awards

- MIAM Inspector of the year, 2-time recipient
- ASSE Code Official and Albert Cohen honorary person of the year
- **Professional Affiliations / Memberships:**
- OMFPS (Oakland Macomb Fire Prevention Society)
- SFPE (Society of Fire Protection Engineers) Michigan
- MFIS (Michigan Fire Inspectors Society)
- ICC (International Code Council) Chapters
- MAIM (Mechanical Inspectors Association of Michigan)
- MMIA (Metropolitan Mechanical Inspectors Association)
- NFPA (National Fire Protection Association)
- Tri County Plumbing Inspectors Association
- ICC (International Code Council)
- PIAM (Plumbing Inspectors Association of Michigan)
- **Education for the following Units of Government**
- City of Grand Rapids MI
- City of Lapeer MI
- Battle Creek MI
- City of Detroit Mechanical Inspection Department
- 
- **Education for the Following Architectural and Engineering Firms**
- Smith Group
- EAM / MA
- MEEC
- IMEG
- GHD
- 
- **Education for the following Independent Educational Firms**
- Half Moon Productions of Altoona WI, classes in: In Michigan, Ohio, Indiana
- Certified Training Institute Traverse City MI and TX
- Master Plumbing License Prep Course
- Journey Plumbing License Prep Course
- Mechanical License Prep Course
- Plumbing Code Update Course
- 
- 
- **Education / Presenter for the Following EXPOS**

- COBO CCCE 2018
- The HVAC/R Expo of Michigan
- 
- **Previous Adjunct Educator**
- Baker Community College, Mechanical Codes.
- 
- **Code Development Groups / Activities**
- Participates in ICC FCAC (Fire Code Action Committee) and BCAC (Building Code Action Committee)
- Participates and provides input on several FCAC Work Groups: Hazardous Materials, Hazardous Materials Outdoor Storage, Distilleries, Cannabis / Indoor Cultivation and Extraction, 3-D Printing.
  
- **Previous Related Employers**
- Carey Plumbing and Heating
- MAP Mechanical
- Great Lakes Refrigeration
- MCV (Midland Cogeneration Venture) (Midland Nuclear Plant)
- Lincoln Township Mechanical, Fire, Plumbing Inspector, and Plans Examiner 1992 to 1995
- State of Michigan Mechanical, Fire, Inspector, and Plans Examiner 1995 to 2007
- Emmet County Mechanical, Fire, Plumbing Inspector, and Plans Examiner 2008 to 2011
- City of Rochester Hills Mechanical, Fire, Plumbing, Inspector 2011 to 2018
- Ino-Tek 2018 to present

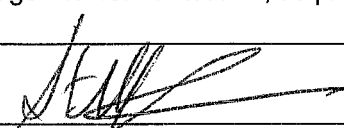
# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Drain Commissioner</u> Contact Person: <u>Steve Christensen</u> Telephone No.: <u>231-256-8263</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board Session 02/14/2023
<b>Source Selection Method</b>	VENDOR: <u>n/a</u>  Address/ Phone: _____
<input type="checkbox"/> Select One  <input type="checkbox"/> Other: _____ Account Number (Funds to come from): _____	

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 0.00
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Request for Full Faith &amp; Credit</u>

<input type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>	<p>The Lake Bluffs Drain Drainage District received bids from two contractors for this work on December 22, 2022. A Day of Review of Apportionments was held on January 19, 2023, where all property owners and at-large entities (Solon Township and Leelanau County/ Leelanau County Road Commission) received notice of their total assessments that will be levied in order to fund the Drain project. There was a 10-day appeal period regarding the assessments and no apportionment appeals were received. The first special assessment tax for this project we are planning to get on the tax roll in 2023 and will appear on the December 1, 2023, tax bills, with the first installment of the financed amount typically due on either June 1 or July 1 of 2024. We've been in contact with a lending institution (Highpoint Community Bank) that regularly finances drain projects in Michigan and plan to finance the overall cost of the work by getting a 20-year Note. We will begin the financing process once we receive Full Faith &amp; Credit approval from the County Board of Commissioners. The entire project is estimated to not exceed \$900,000.</p> <p><i>(continued on next page)</i></p>
<b>Suggested Recommendation:</b>	I move to recommend to the County Board of Commissioners approval of County Resolution #2023-____, Resolution Pledging the Full Faith and Credit of the County of Leelanau, Within Constitutional Limitations, for the Payment of the Lake Bluffs Drain Drainage District Drain Note, as presented.

Department Head Approval:  Date: 02/02/2023

## 2/14/2023 - EDS, Lake Bluffs Drain

As part of the financing, it is common on Drain projects that exceed \$300,000 for the lending institutions to ask for Full Faith & Credit (FF&C) backing by the County on the financed amount borrowed by the Drainage District. FF&C backing by the County is simply another layer of financial security for the lending institutions bidding on the District's Note terms that should there be any shortfalls in payback of the 20-year Note via the levied assessments, then the County agrees to fund any shortfalls on the remaining Note. The only reason there would be shortfalls in payback over the 20-year Note would be if a significant percentage of properties within the Drainage District defaulted on paying their property taxes and properties went into foreclosure because of non-payment of their taxes.

The engineer for the project, Brian Cenci of GEI Consultants, has managed close to 250 drain projects in Michigan over the last 20+ years and has never heard of a situation, even on projects he wasn't involved in, where the County's pledge of FF&C actually came into play. This is because if there are defaults, the drain special assessment tax will still be collected in the same manner as property taxes are if those are not paid (i.e., the banks don't immediately come to the County if there is shortfall, they go back to recoup on the property first and then within the District, even prior to the County if there is FF&C backing). FF&C backing is typically more of a concern in drainage districts where a large portion of the properties are economically challenged or had prior tax defaults. A County Treasurer's Office review of the properties in the Lake Bluffs Drain Drainage District in 2020 (required in the Drain Code) found that none of the properties within the prior three years had ever not paid their property taxes.

The County Board providing FF&C on the District's financing simply allows the Drainage District to secure the lowest interest rate possible because Leelanau County has a very good credit rating. Voting yes or no on this resolution does not have any bearing as to whether the project moves forward or not. The project is moving forward with construction and the levying of assessments regardless if the County Board provides this FF&C or not. If the County Board were to vote "no" and not give FF&C backing on the tax-free municipal Note or Bond, then the Drainage District would likely have to borrow its money at a slightly higher interest rate and thus residents would end up having to pay more for the project because of it being financed at a higher interest rate. Voting "yes" means that the residents and at-large entities (Solon Township and Leelanau County) will get the best interest rate possible for the District's financing of this Drain project.

*\*NOTE: Any resident or at-large entity in the Drainage District can pay their assessment off (or a portion thereof) prior to financing of the project and not be subject to paying interest over the length of the 20-year borrowing.*

**LEELANAU COUNTY RESOLUTION #2023-\_\_\_**

**RESOLUTION PLEDGING THE FULL FAITH AND CREDIT OF THE COUNTY OF LEELANAU,  
WITHIN CONSTITUTIONAL LIMITATIONS, FOR THE PAYMENT  
OF THE LAKE BLUFFS DRAIN DRAINAGE DISTRICT DRAIN NOTE  
*(Leelanau County, Michigan)***

A regular meeting of the Board of Commissioners of the County of Leelanau, Michigan (the "County"), was held at the Leelanau County Government Center, 8527 E. Government Center Dr., Suttons Bay Michigan 49682 on \_\_\_\_\_, 2023. The following Commissioners were:

PRESENT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_  
\_\_\_\_\_

The resolution set forth below was offered by Commissioner \_\_\_\_\_ and were supported by Commissioner \_\_\_\_\_.

WHEREAS pursuant to a petition filed with the Drain Commissioner of Leelanau County, State of Michigan (the "Drain Commissioner"), proceedings have been taken under the provisions of Act 40, Public Acts of Michigan, 1956, as amended (the "Act"), for the making of certain intercounty drain improvements referred to as the Lake Bluffs Drain Project (the "Project"), located in Leelanau County, and which is being undertaken by the Lake Bluffs Drain Drainage District (the "Drainage District") in a Special Assessment District (the "Special Assessment District") established by the Drain Commissioner; and

WHEREAS, the Drain Commissioner has determined that the Project is necessary for the protection of the public health, convenience or welfare, and in order to provide funds to pay the costs of the Project, the Drainage District intends to issue the Drain Note in an amount not to exceed \$900,000 pursuant to the Act; and

WHEREAS, the principal of and interest on the Note will be payable from assessments to be made upon public corporations and benefited properties in the Special Assessment District; and

WHEREAS, the Leelanau County Board of Commissioners (the "Board") may, by resolution adopted by a majority of the members of the Board, pledge the full faith and credit of the County for the prompt payment of the principal of and interest on the Note pursuant to Section 276 of the Act; and



WHEREAS, the pledge of the full faith and credit of the County to the Note will reduce the cost of financing the Project and will be a benefit to the people of the County.

WHEREAS, the Note is not a private activity bond for purposes of Section 141 of the Internal Revenue Code of 1986 (the "Code");

NOW THEREFORE BE IT RESOLVED BY THE LEELANAU COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

1. The limited tax full faith and credit of the County of Leelanau is hereby pledged for the prompt payment of the principal of and interest on the Note in a par amount not to exceed \$900,000. In case of any deficiency in the assessments to be made to pay the principal of and interest on the Note as and when due, the County shall pay the amount of such deficiency out of its general funds as a first budget obligation and, if necessary, shall levy ad valorem taxes for such purpose against all taxable property within its limits, subject to constitutional and statutory limitations provided, however, that if it is necessary to reimburse the County for money, it is obligated to advance, it shall be the duty of the Drain Commissioner to at once levy an additional assessment as herein before provided as such an amount as will make up the deficiency pursuant to Section 434 of the Drain Code.

2. Should the County advance County funds pursuant to the pledge made in this Resolution, the amounts shall be repaid to the County from assessments or reassessments made upon benefited properties in the Special Assessment District as provided in the Act.

3. The Drain Commissioner, the County Administrator, the County Clerk, the County Treasurer and any other official of the County, or any one or more of them ("Authorized Officers"), are authorized and directed to take all actions necessary or desirable for the issuance of the Drain Note and to execute any documents or certificates necessary to complete the issuance of the Note, including, but not limited to, any applications including the Michigan Department of Treasury, Application for State Treasurer's Approval to Issue Long-Term Securities, any certificates pursuant paragraph (b)(5) of SEC Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, and amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"), and any waivers, certificates, receipts, orders, agreements, instruments, and any certificates relating to federal or state securities laws, rules, or regulations and to participate in the preparation of a preliminary official statement and a final official statement for the Note and to sign such documents and give any approvals necessary therefor. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate.

4. All previous resolutions of the Board of Commissioners of the County, or parts thereof, that are inconsistent with this resolution, are hereby rescinded.

Discussion followed. A vote was thereupon taken on the foregoing resolution and the vote for each such resolution was as follows:



# EXECUTIVE DOCUMENT SUMMARY

Department: Board of Commissioners Contact Person: _____ Telephone No.: 231-256-9711	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  02/14/2023
<b>Source Selection Method</b>	<b>VENDOR:</b> Rehmann Robson, LLC  Address/ Phone: _____
<input checked="" type="checkbox"/> Negotiated  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> 101.830207-801.000	

Budgeted Amount: \$ 61,550.00	Contracted Amount: \$ 49,000.00
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Document Description	
<input checked="" type="checkbox"/> Professional Service	<input type="checkbox"/> Other _____

<input type="checkbox"/>	<b>Request to Waive Board Policy on Bid Requirements</b>	
	Attached is a copy of the Audit Services engagement letter for year ended December 31, 2022, from Rehmann Robson, LLC. Counsel is reviewing the documents.	
<b>Suggested Recommendation:</b>	I move to recommend to the County Board of Commissioners approval of the Leelanau County Engagement Letter, presented by Rehmann Robson, LLC. for the year ended December 31, 2022, pending counsel review and approval; funds to come from 101.830207-801.000.	

Department Head Approval: \_\_\_\_\_ Date: 02/07/2023

**2023 ADOPTED BUDGET**

Fund 101 General Fund

County of Leelanau

Department 830207 County Audit

Period Ending Date: December 31, 2022

Account Number	2020 Audited	2021 Audited	2022 Year-to-Date	2022 Adopted Budget	2022 Amended Budget	2023 Proposed Budget	2023 BOC Changes & Dept Requests	2023 Adopted Budget
Account Name								
<b>Department 830207 County Audit</b>								
<b>Expenses</b>								
830207-801.000								
Contractual Services	48,400.00	50,900.00	55,500.00	58,800.00	58,800.00	58,800.00	61,550.00	61,550.00
<b>Expenses Total</b>	<b>48,400.00</b>	<b>50,900.00</b>	<b>55,500.00</b>	<b>58,800.00</b>	<b>58,800.00</b>	<b>58,800.00</b>	<b>61,550.00</b>	<b>61,550.00</b>
<b>County Audit Dept Total</b>	<b>48,400.00</b>	<b>50,900.00</b>	<b>55,500.00</b>	<b>58,800.00</b>	<b>58,800.00</b>	<b>58,800.00</b>	<b>61,550.00</b>	<b>61,550.00</b>

January 20, 2023

Deborah Allen, County Administrator  
Leelanau County  
8527 E Government Center Drive, Suite 101  
Suttons Bay, MI 49682

Enclosed is the engagement letter for the **Leelanau County** for the year ended December 31, 2022. *Government Auditing Standards* (as amended) require that we communicate, during the planning stage of an audit, certain information to the Board of Commissioners. This information includes the auditors' responsibilities in a financial statement audit, including our responsibilities for testing and reporting on compliance with laws and regulations and internal control over financial reporting. The engagement letter includes the items which must be communicated to the Board of Commissioners.

Therefore, please make copies of the attached engagement letter and forward the copies to Board of Commissioners.

Please sign and return the enclosed copy of the attached engagement letter to us at your earliest convenience.

Sincerely,

*Rehmann Loborn LLC*

Enclosures

January 20, 2023

Deborah Allen, County Administrator  
Leelanau County  
8527 E Government Center Drive, Suite 101  
Suttons Bay, MI 49682

We are pleased to confirm our understanding of the services we are to provide **Leelanau County** (the “County”) for the year ended December 31, 2022.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the County as of and for the year ended December 31, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI) such as management’s discussion and analysis (MD&A), to supplement the County’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County’s RSI in accordance with auditing standards generally accepted in the United States of America (“GAAS”). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion nor provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management’s Discussion and Analysis
2. Pension Schedules

We have also been engaged to report on supplementary information other than RSI, such as combining and individual fund financial statements, that accompanies the County’s basic financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.



The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions as to whether the County's basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the County is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

The concept of materiality is inherent in the work of an independent auditor. An independent auditor places greater emphasis on those items that have, on a relative basis, more importance to the financial statements and greater possibilities of material error than with those items of lesser importance or those in which the possibility of material error is remote.

#### **Auditors' Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the County and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the County or to acts by management or employees acting on behalf of the County. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.



Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

We have advised the County of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets). We can, as a separate engagement, perform extended procedures specifically designed to potentially detect defalcations. Management acknowledges that the County has not engaged us to do so and does not wish to do so at this time.

#### **Internal Control Over Financial Reporting**

We will obtain an understanding of the County and its business environment, including internal control relevant to the audit, sufficient to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control, or to identify significant deficiencies or material weaknesses in internal control, or to express an opinion on the effectiveness of internal control over financial reporting. Accordingly, we will express no such opinion. However, during the audit, we will communicate to the appropriate level of management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*. These matters refer to significant matters related to the financial statement audit that are, in our professional judgment, relevant to the responsibilities of those charged with governance in overseeing the County's financial reporting process. When applicable, we are responsible for communicating certain matters required by laws or regulations, or by additional requirements that may be applicable to this engagement. Auditing standards generally accepted in the United States of America do not require the independent auditor to design or perform procedures for the purpose of identifying other matters to communicate with those charged with governance. Management is responsible for assessing the implications of and correcting any internal control-related matters brought to the County's attention by us.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of internal controls and revenue recognition. However, planning for our audit has not concluded, and modifications to our risk assessment may still be made. If new significant risks are identified during the course of our audit, we will so inform you.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories (if applicable), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We may request written representations from the County's attorneys as part of the engagement, and they may bill the County for responding to this inquiry.

Our audit of the County's financial statements does not relieve management or those charged with governance of their responsibilities.

#### **Compliance with Laws and Regulations and the Provisions of Grant Agreements**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with the provisions of applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

Assistance provided by our Firm in the preparation of a reasonably adjusted trial balance is considered an additional billable service.

#### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your sole and complete responsibility for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including ongoing monitoring activities; to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with an acceptable financial reporting framework. Management is responsible for determining, and has determined, that the applicable and appropriate financial reporting framework to be used in the preparation of the County's financial statements is accounting principles generally accepted in the United States of America.

Management is also solely and completely responsible for making drafts of financial statements, all financial records, and related information available to us, including a reasonably adjusted trial balance, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) additional information that we may request from management for the purpose of the audit, and (3) unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will also require certain written representations from management about the financial statements and related matters.

For the purposes of this letter, related parties mean members of the governing body; board members; administrative officials; immediate families of administrative officials, board members, and members of the governing body; and any companies affiliated with or owned by such individuals.

Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

We will advise management (and the Board of Commissioners, as necessary) about appropriate accounting principles and their application and may assist in the preparation of the County's financial statements, but the ultimate responsibility for the financial statements remains with management with oversight by those charged with governance. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to the County's financial statements. Management is responsible for reviewing the entries, understanding the nature of any proposed entries and the impact they have on the financial statements, and the implications of such entries on the County's internal control over financial reporting. Further, the County is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these nonattest services.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing us of its knowledge of any allegations of fraud, suspected fraud, or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the County complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for the preparation of the supplementary information that is presented fairly in relation to the basic financial statements. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (1) management is responsible for presentation of the supplementary information in accordance with GAAP; (2) that management believes the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. Management is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as management's planned corrective actions for the report, and for the timing and format for providing that information.

The County is required to disclose the date through which subsequent events have been evaluated, which ordinarily is the date the financial statements were available to be issued. The County will not date the subsequent event note earlier than the date of management's written representation letter and the date of our independent auditors' report.

During the course of our engagement, we will request information and explanations from management regarding the County's operations, internal control over financial reporting, various matters concerning fraud risk, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written management representation letter.

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with the preparation of the County's financial statements and related notes. Management will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that management has reviewed and approved the financial statements and related notes prior to their issuance and has accepted responsibility for them. Management agrees to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, and/or experience to oversee any nonaudit services we provide; evaluate the adequacy and results of these or other nonattest services provided by our Firm; and understand and accept responsibility for the results of such services.

We are not hosts for any County information. Management is expected to retain all financial and non-financial information that management uploads to a portal (document sharing site), and management is responsible for downloading and retaining in a timely manner anything we upload. Portals are meant as a method only of transferring and sharing data, and are not intended for the storage of County information, which may be deleted at any time. Management is expected to maintain control over the County's accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of the County's data or records. Giving us access to the County's accounting system does not make us hosts of information contained within.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management functions or responsibilities.

### **Fees**

Our fee for the audit services for the [period, year, or years] ended December 31, 2022 will be \$49,000, which includes the annual audit engagement (\$43,000), the ongoing requirements for GASB 68 (\$2,500), the ongoing requirements of GASB 75 (\$2,500), and assistance in the completion of Form F-65 (see attached change order - \$1,000), exclusive of additional billings related to the County's implementation of GASB 87.

The County is required to implement GASB 87, *Leases*, during the current fiscal year. The implementation of this standard may require the analysis of new and existing leases / contracts, updates to documentation, and modifications to financial presentation and disclosures. The exact extent of the additional procedures is unknown, but we anticipate the additional billings related to the implementation to range from \$3,000 to \$5,000, if applicable. The additional amount will be billed upon completion of the procedures.

Our invoices for these fees are due and payable as follows:

March 20, 2023	\$ 18,000
April 24, 2023	\$ 18,000
May 15, 2023	\$ 12,000
June 19, 2023	\$ 1,000

This fee is based on the assumption that unexpected circumstances will not be encountered during the audit. This fee is based on anticipated cooperation from the County's personnel, continued readiness and proactive assistance on their part in providing us with complete and accurate information (whether financial or nonfinancial in nature) considered necessary by us to form an appropriate opinion, and the assumption that unexpected circumstances will not be encountered during the audit. Such circumstances include, but are not necessarily limited to significant addition or deletion of funds, component units or related entities and first-time application of significant new professional accounting principles such as leases which is driven for this year by a new GASB pronouncement on this topic or auditing pronouncements. In addition, the fee above assumes management will analyze and maintain appropriate support for significant valuation assertions embodied in the financial statements including leases, the valuation of investment securities, the actuarial methods and assumptions used to calculate the net pension and other postemployment benefits liabilities, impairment of capital assets including those held for sale, the valuation of inventories and land held for resale, allowances for uncollectible receivables, and the estimate for incurred-but-not-reported self-insurance claims. If significant additional time is necessary, we will discuss the related circumstances with management and arrive at a new fee estimate, which may or may not occur before we incur the additional time. In these circumstances, we may also issue a change order form (an attached example is provided.)

#### **Engagement Administration and Other**

Management shall discuss any independence matters with Rehmann that, in management's judgment, could bear upon Rehmann's independence.

By applying a digital signature to this engagement letter or other document via DocuSign or a similar third-party digital signature service, management acknowledges the County's consent to receive and execute such documents via this method. Management further acknowledges that a digital signature applied via DocuSign or a similar third-party digital signature service has the same legal commitment as a traditional physical signature.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Rehmann and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a cognizant or grantor agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify management of any such request. If requested, access to such audit documentation will be provided under the supervision of Rehmann personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through County. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Our audit engagement and responsibility as auditors ends on delivery of our audit report. Any follow-up services that might be required will be part of a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

*Government Auditing Standards* require that we provide the County with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our 2020 peer review report accompanies this letter.

This engagement letter, including the attached Rehmann Audit Engagement Letter Terms and Conditions which are incorporated herein by reference as if set forth within the body of this engagement letter in their entirety, reflect the entire understanding between us relating to the audit services covered by this agreement. This agreement may not be amended or varied except by a written document signed by both parties. It replaces and supersedes any previous proposals, correspondence, and understandings, whether written or oral. The agreements of the County and Rehmann contained in this document shall survive the completion or termination of this engagement. If any term hereof is found unenforceable or invalid, this shall not affect the other terms hereof, all of which shall continue in effect as if the stricken term had not been included.

### **Reporting**

We will issue a written report upon completion of our audit of the County's financial statements. Our report will be addressed to the Board of Commissioners of the County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add emphasis-of-matter or other-matter paragraphs to our report, or if necessary, withdraw from this engagement. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with management in advance. If circumstances occur and come to our attention related to the condition of the County's records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, or we become aware that information provided by the County is incorrect, incomplete, inconsistent, misleading, contains material omissions, or is otherwise unsatisfactory which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We appreciate the opportunity to be of service to the County and believe the arrangements outlined above and in the attached Rehmann Audit Engagement Letter Terms and Conditions accurately summarize the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement, please sign the enclosed copy of this document and return it to us.



Stephen M. Peacock, CPA  
Principal  
Executive responsible for coordinating  
and administering client services

Paul R. Matz, CPA, CGFM  
Principal  
Executive responsible for supervising the  
engagement and signing our report

**ACKNOWLEDGED AND ACCEPTED:**

This letter correctly sets forth the understanding of *Leelanau County*.

\_\_\_\_\_  
Deborah Allen (Officer Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
County Administrator  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ty Wessell (Governance Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Board Chair  
Title

\_\_\_\_\_  
Date



## Rehmann Audit Engagement Letter and Conditions

**ADDITIONAL SERVICES** - The County may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with management regarding the scope of the additional services and the estimated separate fees. We also may issue a change order form (an attached example is provided), or a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our attest services will continue to be governed by the terms of this engagement letter.

**CODE OF CONDUCT** - Management is responsible for identifying any violations by employees of the County's code of conduct.

**CHANGES IN STANDARDS, LAWS AND REGULATIONS** - We perform services for the County based on present professional standards, laws and regulations. While we may on occasion be able to communicate with management with respect to changes in professional standards, laws and regulations, as a general principle we cannot undertake with clients to advise them of every change that may occur. The County can always obtain reassurance in this regard by contacting us for an updated review of the County's situation.

**MANAGEMENT'S REPRESENTATIONS** - The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false, misleading, incomplete, inconsistent, or omitted representations could cause us to expend unnecessary efforts or could cause material error or a fraud to go undetected by our procedures. In view of the foregoing, the County agrees that we shall not be responsible for any material misstatements in the County's financial statements that we may fail to detect as a result of false, inaccurate, incomplete, inconsistent, or misleading representations that are made to us by management. In addition, the County further agrees to indemnify and hold us harmless for any liability and all reasonable costs, including legal fees, that we may incur as a result of the services performed under this engagement in the event there are false or misleading representations made to us by any member of the County's management.

**CLIENT ASSISTANCE** - We understand that the County's employees will prepare all cash, accounts receivable, and other confirmations we request and will locate and refile any documents selected by us for testing. In addition, management will provide us with copies of all minutes and other documents that we believe may have a bearing on our evaluation of the County's financial affairs.

**WORK SPACE** - The County shall provide reasonable work space for Rehmann personnel at audit work sites, as well as occasional clerical support services.

**TIMELY DECISIONS AND APPROVALS** - The County understands that Rehmann's performance is dependent on the County's timely and effective satisfaction of its own activities and responsibilities in connection with this engagement, as well as timely decisions and approvals by County personnel.

**ACCURACY AND COMPLETENESS OF INFORMATION** - Management agrees to ensure that all information provided to us is accurate, complete, and consistent in all material respects, contains no material omissions and is updated on a prompt and continuous basis. In addition, management will also be responsible for obtaining all third-party consents, if any, required to enable Rehmann to access and use any third-party products necessary to our performance.

**EMAIL** - The County acknowledges that (a) Rehmann, the County and others, if any, participating in this engagement may correspond or convey documentation via Internet e-mail unless the County expressly requests otherwise, (b) no party has control over the performance, reliability, availability, or security of Internet e-mail, and (c) Rehmann shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond Rehmann's reasonable control.

**OFFERS OF EMPLOYMENT** - Professional standards require us to be independent with respect to the County in the performance of our services. Any discussions that management has with personnel of our Firm regarding employment could pose a threat to our independence. Therefore, we request that management inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Neither party shall, during the term of this engagement letter and for one (1) year after its termination, solicit for hire as an employee, consultant or otherwise any of the other party's personnel without such other party's express written consent. If the County desires to offer employment to a Rehmann associate and the associate is hired in any capacity by the County, a market-driven compensation placement fee may apply.

**ADDITIONAL FEES AND BILLING POLICIES** - It must be understood that the nature of our engagement requires us to exercise our independent professional judgment with respect to various auditing, accounting and related issues. In reaching our conclusions, we must retain the right to judge the nature and scope of the work required in order to conform to professional standards, as well as the work we deem necessary to enable us to reach the conclusions and form the opinions required of us. If our judgment as to the scope of the work required causes us to reassess our estimate of fees for this engagement, we will so advise the County. We reserve the right to refrain from performing additional work (and thereby incurring additional time charges) unless and until the County has confirmed its understanding of, and agreement to, any additional estimated charges.

Our fee estimate is based upon our discussions with management, in which management has disclosed no unusual problems or issues which would require us to conduct an audit of unusual scope or otherwise expend time and effort in excess of that normally anticipated in an engagement of this type. The estimate also assumes that we will have the full cooperation of County personnel, as required, and that there is a reasonable continuity of County personnel familiar with the matters to which our engagement relates. In addition, our fee is based on the experience level of our personnel, at their respective standard hourly rates, performing certain audit procedures at certain timeframes. If we are caused to vary from that planning formula, additional fees will need to be charged to allow for more experienced personnel performing the work, reallocation of our client priority, overtime, etc. Further, management will provide us with the schedules and records that we request (which ordinarily are detailed in a request list in advance of our fieldwork) and that all such schedules and records will be provided to us timely in accordance with the scheduled fieldwork dates, to be mutually agreed upon. If the requested schedules and records are not provided to us in accordance with the scheduled dates and we are unable to continue our work, we will attempt to resume our work as soon as the schedules and records are provided to us and our professionals assigned to the engagement again become available.

As a result of well-publicized events, global economic convergence, and the continued evolution of the accounting profession, accounting and auditing standard setters and regulators are continually evaluating the need for changes that may affect the County. Such changes may result in changes in financial reporting and expanding the nature, timing and scope of activities we are required to perform to provide the services discussed in this letter. Proposed changes and shortened deadlines could result in a reduction of the level of assistance and preparedness the County is able to provide. We expect that our clients may continue to look to us to assist them with these changes. To the extent any changes require us to increase the time required to provide the services described in this letter or to complete new tasks required by such changes, we reserve the right to adjust our fees appropriately. We will endeavor to advise the County of anticipated changes to our fees on a timely basis.

In accordance with our Firm policies, work may be suspended if the County's account becomes 30 days or more overdue and will not be resumed until the account is paid in full or we have a definitive payment agreement approved by our Firm administrator in Saginaw, Michigan. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. The County will be obligated to compensate us for all time expended and

## Rehmann Audit Engagement Letter and Conditions

to reimburse us for all out-of-pocket expenditures through the date of termination.

Our terms and conditions impose a late charge of 1.5% per month, which is an annual percentage rate of 18%. Balances not paid within 30 days of the receipt of invoice are past due and a late charge of 1.5% will be applied to the entire past due amount.

Rehmann charges a 3% convenience fee on credit card payments.

**CLAIMS** - Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, the County agrees that, notwithstanding the statute of limitations of any particular State or U.S. Territory, any claim based on the audit engagement must be filed within 12 months after performance of our service, unless management has previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

**TERMINATION OF SERVICES** - We reserve the right to suspend or terminate services for reasonable cause such as failure to pay our invoices on a timely basis or failure to provide adequate information in response to our inquiries necessary for successful performance of our audit services. Our engagement will be deemed to be completed upon written notification of termination, even if we have not completed the audit and issued our signed auditors' report. The County is obligated to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

We acknowledge the County's right to terminate our services at any time, and the County acknowledges our right to withdraw at any time, including, but not limited to, for example, instances where, in our judgment, (a) the conditions in the Audit Scope and Objectives section of this letter exist, (b) our independence has been impaired, (c) we can no longer rely on the integrity of management, (d) management (or the Audit Committee, if applicable) fails to reasonably support our efforts to perform the engagement in accordance with what we believe is necessary to comply with professional standards, or (e) a lack of professionalism exhibited by management appears to demonstrate a lack of respect for our personnel such as that evidenced in inappropriate or threatening language/emails, subject in either case to our right to payment for charges incurred to the date of termination or our resignation.

In the event that we determine to resign, and the County seeks damages allegedly resulting from such resignation, our maximum liability to the County in the event we are held liable because of such resignation shall be limited to the fees actually paid to us for current year audit work performed up to the date of resignation.

**INITIAL ISSUANCE OF OUR AUDIT REPORT ON FINANCIAL STATEMENTS** - If the County intends to publish or otherwise reproduce our audit report on the financial statements and/or make reference to our Firm name, such as for inclusion in an annual report (such as, for example, in a Comprehensive Annual Financial Report), prospectus, official statement, or similar disclosure document, including incorporation by reference thereto, the County agrees to provide us with a copy of the final reproduced document for our review and approval before it is distributed, circulated or submitted. Additional fees for issuance or inclusion of our audit report and/or any other reference to our Firm in such other document, will be based on our standard hourly rates.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on the County's Internet Web site, the County understands that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

**SUBSEQUENT REPRODUCTION OF OUR AUDIT REPORT ON FINANCIAL STATEMENTS** - If the County decides to include, publish or otherwise reproduce our audit report on the financial statements at a date subsequent to our original report issuance, such as for inclusion in a Preliminary or Official Statement, an exempt offering in connection with a sale of bonds or notes, or other securities, or in a similar exempt offering

or other disclosure document such as a prospectus, official statement, etc. (hereinafter referred to as the "document"), our Firm is presumed not to be associated with such document, and we have no obligation to perform any procedures with respect to such document. In these circumstances, the County agrees to include in such document a statement that Rehmann has not been engaged to perform and has not performed, since the date of our audit report being reproduced, any procedures on the financial statements contained in such document or on any unaudited financial or other information contained in the document, or on the document itself. If, however, management or the County's agent (such as an underwriter, bond counsel, placement agent, financial advisor, broker-dealer, etc.) requests our involvement, thereby causing us to be engaged to or otherwise prepare a written acknowledgement (sometimes referred to as a "consent" or "agree to include") letter prior to including our audit report in such a document, or requests or engages us to assist in preparing or reviewing financial or other information contained in such document, or participate in related oral due diligence meetings or offering discussions, our Firm then becomes associated with the document. In this event, in accordance with professional standards, we will be required to perform certain subsequent events-based or other limited procedures with respect to this or other unaudited information contained in the document shortly before the initial and any subsequent distribution, circulation, or submission. Fees for reissuance or inclusion of our audit report in such a document will be based on our standard hourly rates. If the County wishes to make reference in such a document to our Firm's role in connection with the purpose and dissemination of the document, the caption "Independent Auditors" may be used to title or label that section of the document. In accordance with professional standards, the caption "Experts" should not be used, nor should our Firm be referred to as "Experts" anywhere in the document.

**INFORMAL ADVICE** - As part of our engagement we may provide advice on operating, internal control over financial reporting and other matters that come to our attention. Informal advice is not considered to be a consulting service unless we have entered into a separate engagement.

**THIRD PARTY PROCEEDINGS** - As a result of our prior or future services to the County, we might be requested or subpoenaed to provide information or documents to management, a court, a trier of fact, or a third party in a legal, investigative, regulatory, administrative, mediation, or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be billable to the County as a separate engagement. We shall be entitled to compensation for our time at our standard or special hourly rates and reasonable reimbursement for our expenses (including our legal fees) in complying with this request. For all such requests, we will observe the confidentiality requirements of our profession and will notify management promptly of the request. This paragraph will survive the termination of this agreement for any reason, and will be binding upon successors to the County.

**PEER REVIEW** - Our Firm, as well as other major accounting firms, participates in a "peer review" program covering our audit and accounting practices. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the peer reviewer will review a sample of our work. It is possible that the work we perform for the County may be selected by the peer reviewer for their inspection. If it is, the peer reviewer is bound by professional standards to keep all information confidential. If management objects to having the work we perform for the County reviewed by our peer reviewer, please notify us in writing.

**PROMOTIONAL MATERIALS** - The County consents to Rehmann's use of your County name and a factual description of the services to be performed by Rehmann under this agreement in Rehmann's advertising and promotional materials and other proposal opportunities.

**MEDIATION** - 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 under its Rules for Professional Accounting and Related Services Disputes before resorting to binding arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties.

## Rehmann Audit Engagement Letter and Conditions

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**GOVERNING LAW** - This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to the principles of conflicts of law thereof.



## REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

September 15, 2020

To the Principals of Rehmann Robson LLC  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Rehmann Robson LLC (the Firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards* (including compliance audits under the Single Audit Act), audits of employee benefit plans, an audit performed under the Federal Deposit Insurance Corporation Improvement Act (FDICIA), and an examination of a service organization (SOC 1 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rehmann Robson LLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Rehmann Robson LLC has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

**CliftonLarsonAllen LLP**

# Rehmann

## EXAMPLE CHANGE ORDER

Client: *Leelanau County* (the "County")

Date:

Project Description (and estimated completion date, if appropriate):

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Estimated Additional Fees:      \$ \_\_\_\_\_

We believe it is our responsibility to exceed the County's expectations. This Change Order is being prepared because performance by us of the above project and/or additional service efforts was not anticipated in our original Agreement dated January 20, 2023. The estimated fees for the above project have been mutually agreed upon by the County and Rehmann. It is our goal to ensure that the County is never surprised by the price for any Rehmann service and, therefore, we have adopted the Change Order Policy. The estimated additional amount above is due and payable upon completion of the project described.

If management agrees with the above project description and the estimated fee amount, please authorize and date the Change Order below. A copy is enclosed for the County's records. Thank you for letting us serve the County.

Agreed to and accepted:

\_\_\_\_\_  
Officer Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Rehmann

## E-Billing Enrollment/Confirmation

Timely and easy-to-access invoices and statements will now be emailed to you. Please provide your contact information below to start taking advantage of electronic invoicing and statements.

Primary Billing Contact: \_\_\_\_\_

Billing Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Comments:

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

If you are already taking advantage of e-Billing, we will confirm this information in our systems. Additionally, the billing contact will receive information on e-Payment options to simplify your accounts payable process.



## LETTER OF UNDERSTANDING

**Client name:** Leelanau County (the “County”)

**Fiscal year end:** December 31, 2022

**Purpose.** To the extent that Rehmann performs the audit of a government and also provides non-audit services, professional standards require detailed consideration of the impact these non-audit services have on the auditors’ independence. Accordingly, we have prepared this letter of understanding to document the limitations on our services and clearly define the responsibilities of management and the auditors.

**Project description.** We will provide assistance with compilation of data for the State of Michigan Form F-65. Our services will be limited to the data that can be obtained directly from the trial balance or audited financial statements. We consider the F-65 sections/tabs titled “position” (i.e., the balance sheet) and “operations” (i.e., the income statement), “capital” and “indebtedness” to meet this criterion. The F-65 includes additional sections/tabs related to employee benefits and other information. This information does not correlate directly with the trial balance or audited financial statements. Therefore, this project does not include any data compilation for these sections/tabs.

**Fee.** The fee for our assistance with the compilation of this data will be \$1,000. This amount will be billed with the audit fee invoices.

**Expected timing.** The F-65 is based on audited financial information. As such, it cannot be completed until the audit is complete (including any separately audited funds or component units). The F-65 is due to the State no later than 6 months after year-end. We will make every attempt to provide you with the data compiled from the trial balance with sufficient time for the County to review, propose questions to the auditors, and submit the data in a timely manner. We typically do not provide this information until after issuance of the audit. If the County expects that the audit will be issued on or near the deadline, and would like to receive a preliminary version of the F-65 prior to audit issuance, please notify us in advance. As noted above, there are certain sections of the F-65 that do not relate directly to the government’s trial balance or audited financial statements and will not be pre-populated with draft information by the auditors. The County may want to consider beginning the process of accumulating this data prior to receiving the draft sections/tabs from the audit team.

**Management representations.** In order to ensure that our audit files reflect sufficient documentation that our independence as the County’s independent auditors has not be impaired by performing this service, we will be asking the County to sign a letter of management representations upon delivery of the compiled F-65 information. The content and format will be similar to the representation letter signed for the financial statement audit (and single audit, if applicable). The representations will include a statement that management has designated a knowledgeable individual to review the information compiled by the auditors, complete the remaining sections of the F-65, and submit the completed document to the State of Michigan Department of Treasury. We ask that these representations be signed and returned to us promptly. We will not release the final document to management until we have received the signed representation letter.



We value the opportunity to continue working with the County. As always, please contact us with any concerns or questions. If you are in agreement with this letter of understanding, please sign and date on the lines provided below and return to us. Retain a copy for your records.

Very truly yours,

**Rehmann Robson LLC**



Stephen M. Peacock, CPA  
Principal  
Executive responsible for coordinating and  
administering client services

Paul R. Matz, CPA, CGFM  
Principal  
Executive responsible for supervising the  
engagement and signing our report

On behalf of Leelanau County, I understand and agree to the services to be provided, as described above.

\_\_\_\_\_  
Ty Wessell (Signature)

Board Chair  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>District Court</u> Contact Person: <u>Dawn Wagoner</u> Telephone No.: <u>231-922-4501</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Select One  02/14/2023
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>Netlink Business Solutions</u>  Address/ <u>6005 E. Traverse Hwy.</u> <u>Traverse City, MI 49684</u> Phone: <u>231-946-8808</u>
<input type="checkbox"/> Quotation  <input type="checkbox"/> Other: _____ Account Number (Funds to come from): _____	

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 4,159.00
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Document Description	
<input checked="" type="checkbox"/> Capital Purchase	<input type="checkbox"/> Other _____

<input checked="" type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>	
<p>The current printer/scanner/fax/copier machine located within the 86th District Court office is in desperate need of replacement. The current machine was purchased and the maintenance contract is through Netlink Business Solutions, which maintains the bulk of the County's copiers throughout the Government Center complex. We are asking the Board to approve this request and waive its policy on bid requirements due to the timely need of a replacement machine.</p> <p>The cost of the proposed replacement, a BP-50C26 Essential Series color copier/printer/scanner/fax machine is \$3,879, with a proposed annual maintenance agreement quoted at \$144 for an estimated 18,000 black and white copies, and \$135 for an estimated 3,000 color copies, for a total cost of \$279 (see attached quote).</p> <p>We are requesting an upgrade from the existing black and white copier to a color copier.</p>	
<p><b>Suggested Recommendation:</b></p>	<p>I move to recommend that the County Board of Commissioners waive its bid policy and approve the purchase of a color printer/scanner/fax/copier machine from Netlink Business Solutions, in an amount not to exceed \$3,879, with maintenance at an estimated cost of \$279; funds to come from account number 645.000.000.970.010.</p>

Department Head Approval: Dawn Wagoner Date: 02/02/2023



## Leelanau County / GT County 86th District Court

Replace MX - M363U  
Prices Valid through February 2023

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

Model #	Features	Price
<b>New BP - 50M26 Essentials Series Black &amp; White</b>	<b>26</b> Images per minute PPM	<b>\$3,650</b>
	Copier, Printer, Scanner, Fax	
	10.1" Enhanced touchscreen adjustable display	
	Auto Duplexing	
	Paper Capacity - 2 x 550 x 100 2 drawer/cabinet with Bypass tray	
	Print size up to 12" x 18"	
	<b>DATA SECURITY KIT</b>	
<b>New BP - 50C26 Essentials Series Color</b>	<b>26</b> Images per minute PPM	<b>\$3,879</b>
	Copier, Printer, Scanner, Fax	
	10.1" Enhanced touchscreen adjustable display	
	Auto Duplexing	
	Paper Capacity - 2 x 550 x 100 2 drawer/cabinet with Bypass tray	
	Print size up to 12" x 18"	
	<b>DATA SECURITY KIT</b>	

### Maintenance Agreement

Estimated Volume		Per page	Est. Per Year
<b>18,000</b>	Black and White	\$0.008	\$144
<b>3,000</b>	Color	\$0.045	\$135

**Maintenance Agreement, Black and White, yearly savings of \$135**

**Maintenance Agreement: Includes all toner, developer, drums, parts & Labor  
Everything but paper**

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Probate/Family Court</u> <input type="checkbox"/>	<b>Submittal Dates</b>
Contact Person: <u>Cameron Clark</u>	<input checked="" type="checkbox"/> Executive Board: <u>02/14/2023</u>
Telephone No.: <u>231-256-9803</u>	<input checked="" type="checkbox"/> Regular Session: <u>02/21/2023</u>
<b>Source Selection Method</b>	VENDOR: <u>Netlink Business Solutions</u>
<input checked="" type="checkbox"/> Quotation <input type="checkbox"/>	Address/
<input type="checkbox"/> Other: _____	Phone: _____
Account Number (Funds to come from): <u>645-000000-970.010</u>	

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

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

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

The Probate/Family Court is making a request to replace our old copier/printer/scanner/fax machine with a new one from our primary copier vendor, Netlink Business Solutions.

Our current 6+ years machine does not work reliably and needs servicing on a regular basis. We "reset" (unplug) it throughout the work day as it will just stop functioning. The service people say they can no longer fix what is wrong with it. the problems range from simply not scanning documents to making copies with skewed margins to jamming every envelop we attempt to print an address onto.

This expense would come from the cost allocation duplicating machine fund.

**Suggested Recommendation:** I move that the County Board of Commissioners waive its bid policy and approve the purchase of a new Sharp MX-4051 copier from Netlink Business Solutions in an amount not to exceed \$7,767.00, with funds to come from account 645-000000-970.010.

Department Head Approval: Marion Komrowski Date: 01/20/2023



6005 E. Traverse Highway  
Traverse City, MI 49684

## Leelanau County Probate

Replace MX - M266N

### Monochrome Digital Multifunction Copier / Printer / Scanner / Fax (NEW)

Model #	Features	Price
<b>BP - 70M45 Advanced Series Monochrome</b>	45 Images per minute PPM	<b>\$7,767</b>
	Copier, Printer, Scanner, Fax	
	10.1" Enhanced touchscreen adjustable display	
	<b>300 Sheet Single Pass Scanning (280 Images per minute)</b>	
	<b>Retractable Keyboard</b>	
	Auto Duplexing	
	Paper Capacity - 4 x 550 x 100 4 drawer/cabinet with Bypass tray	
	1,000 page External Staple Finisher	
	<b>3 hole punch</b>	
	Print size up to 12" x 18"	
<b>DATA SECURITY KIT</b>		

### Maintenance Agreement

Estimated Volume		Per page	Est. Per Year
<b>70,000</b>	Black and White	\$0.008	\$560

**Maintenance Agreement Black and White yearly savings of \$385**

**Maintenance Agreement: Includes all toner, developer, drums, parts & Labor  
\*\*Everything but paper\*\***



6005 E. Traverse Highway  
Traverse City, MI 49684

## Leelanau County Probate

Replace MX - M266N

**Monochrome Digital Multifunction Copier / Printer / Scanner / Fax (NEW)**

**BP - 70M45**





# EXECUTIVE DOCUMENT SUMMARY

Department: Equalization Contact Person: Andrew Giguere Telephone No.: 231-256-9823	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board Session 02/14/2023
<b>Source Selection Method</b>	VENDOR: n/a  Address/ Phone:
<input type="checkbox"/> Select One  <input checked="" type="checkbox"/> Other: n/a - information only Account Number (Funds to come from):	

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

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Recap of the L-4018s</u>

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

January 3, 2023, was the deadline for counties to file the 2022 equalization studies for 2023 starting bases with the State Tax Commission (STC) for all classifications in all units on STC form L-4018 (R-209-41) (January 3, 2023, because of the holidays).

The study was sent to the STC in Lansing as requested in their letter of instructions. A recap of the L-4018s will be distributed for the Commission's review. The L-4018s are also the basis for the Tentative Equalization Ratios and Estimated CEV Multipliers Ad, which is required to be published by the county equalization director in a newspaper by February 13, 2023 (on or before the third Monday in February). Cost of the ad is approximately \$455.

A copy of the complete study is available for inspection in the Equalization Department. A copy of the 2023 Leelanau County Tentative Equalization Ratios and Estimated CEV multipliers and classification definitions is attached as part of this report.

**Recommendation:** Review study submitted to the STC in preparation for County Equalization in April.

**Suggested Recommendation:**








Department Head Approval: Andrew Giguere Digitally signed by Andrew Giguere Date: 2023.02.07 08:53:18 -05'00' Date: 02/07/2023

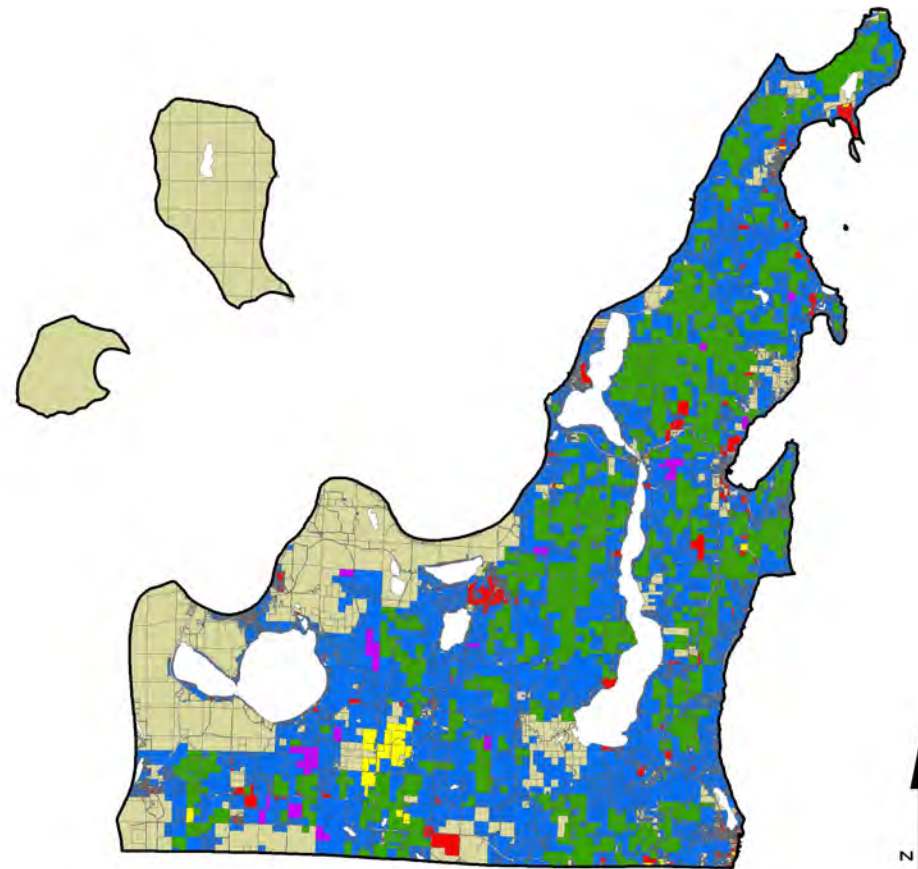
# Leelanau County 2022 Equalization Study



- A Tabular and Graphical Summary of Leelanau County, Michigan's STC L-4018s which are the base for the 2023 STC L-4023s.

## Classifications

-  Agricultural
-  CFR/CFA
-  Commercial
-  Industrial
-  Reference
-  Residential
-  Exempt



Prepared by the  
Leelanau County Equalization Department  
Andrew Giguere, Director



# LEELANAU COUNTY EQUALIZATION DEPARTMENT

**Andrew Giguere**  
*Director*

**Rob Herman**  
*GIS Analyst*

**Linda Priest**  
*Technician*

**Jim Stachnik**  
*Property Appraiser*

8527 E. Government Center Dr., Suite #102, Suttons Bay, MI 49682 ▪ 231-256-9823 ▪ 231-256-8159 fax  
[www.leelanau.gov](http://www.leelanau.gov) ▪ [agiguere@leelanau.gov](mailto:agiguere@leelanau.gov)

Dear Commissioners,

The Constitution of the State of Michigan requires that individual properties be assessed at 50% True Cash Value. It is through the County Equalization process that this assessment ratio is maintained fairly and equitably across all property classes within each assessing jurisdictions within Leelanau County.

While the Equalization Department is tasked by the Board of Commissioners to conduct the studies necessary to support County Equalization, it is the Board of Commissioners itself that is the authoritative body that annually authorizes Equalization in April of each year.

Given this critical task, it is important that the Board of Commissioners be updated about the progress and conclusions of the annual Equalization studies. These studies, by an examination of parcel sales and through appraisals conducted in the field by Equalization Department staff, determine the tentative assessment ratios in each class of property (agricultural, commercial, industrial & residential) in each assessing jurisdiction. These ratios are then reported to the State Tax Commission on form L-4018.

The following report provides a recap of the annual Equalization studies by

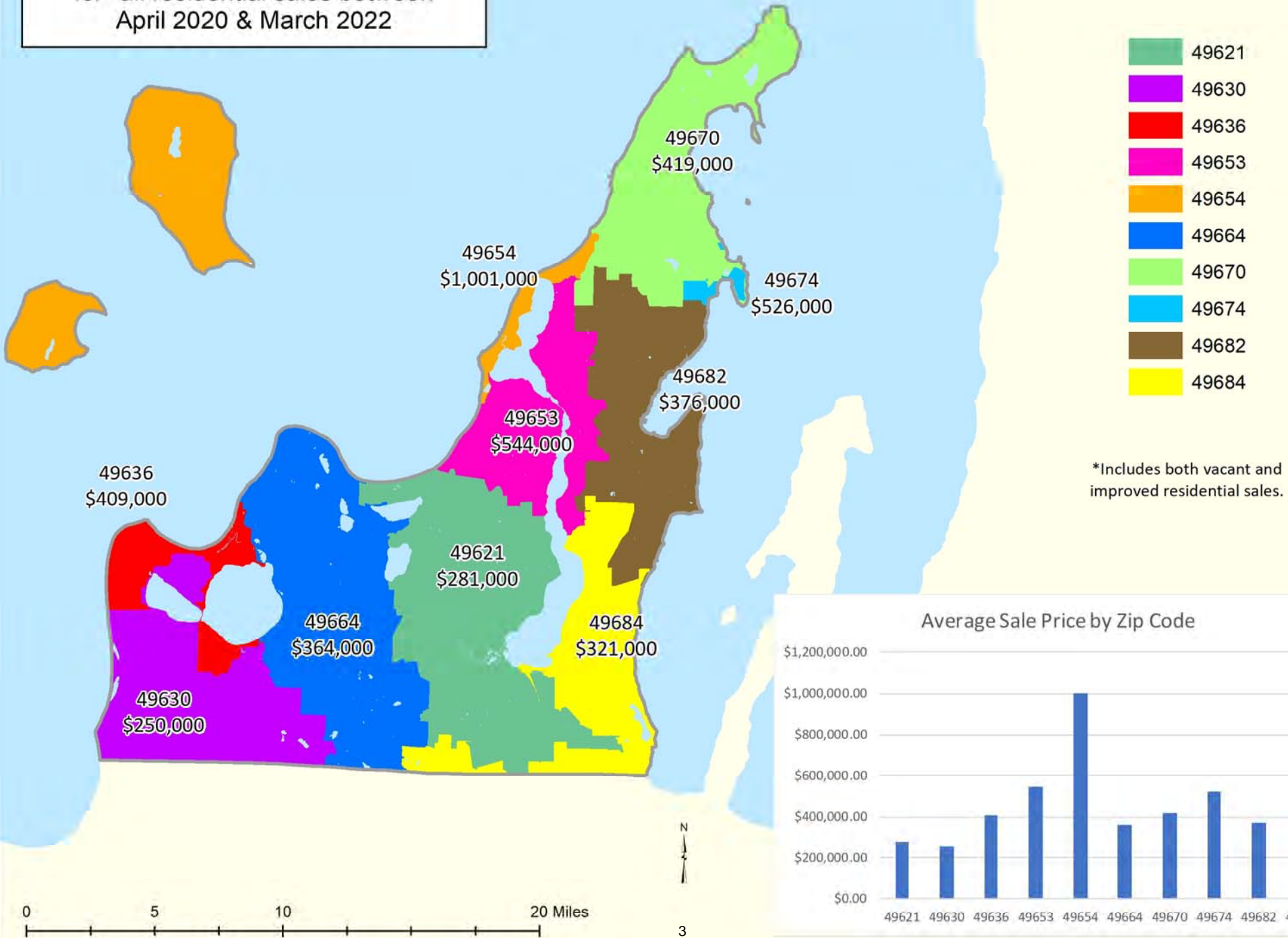
- A. indicating the number and location of parcels studied
- B. by identifying the assessment ratios indicated by those studies (pages 20-27)
- C. by summarizing the estimated increase in assessed value by class in each assessing unit from 2021 to 2022 (pages 20-27)
- D. by summarizing the estimated overall increase in assessed value in each assessing unit from 2021 to 2022 (pages 32-35) and, finally,
- E. by presenting an overall L-4018 Real Property and L-4018 Personal Property for the entire county (page 36-37)

The public acceptance of Michigan's system of property assessment and taxation depends in large measure on the perception that assessments and taxes are fair. A perception of fairness is reinforced when procedures are transparent, data are accurate, valuations are fair and equitably and all taxpayers are treated without prejudice or favoritism. This report is presented in furtherance of those beliefs.

Thank you,

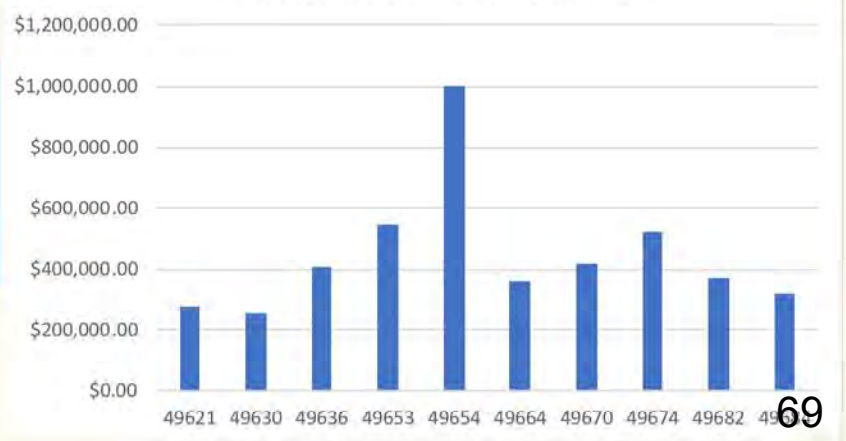
Andrew M. Giguere, MMAO (4)  
Equalization Director

Average Sale Price by Zip Code  
for \*all residential sales between  
April 2020 & March 2022



\*Includes both vacant and improved residential sales.

Average Sale Price by Zip Code

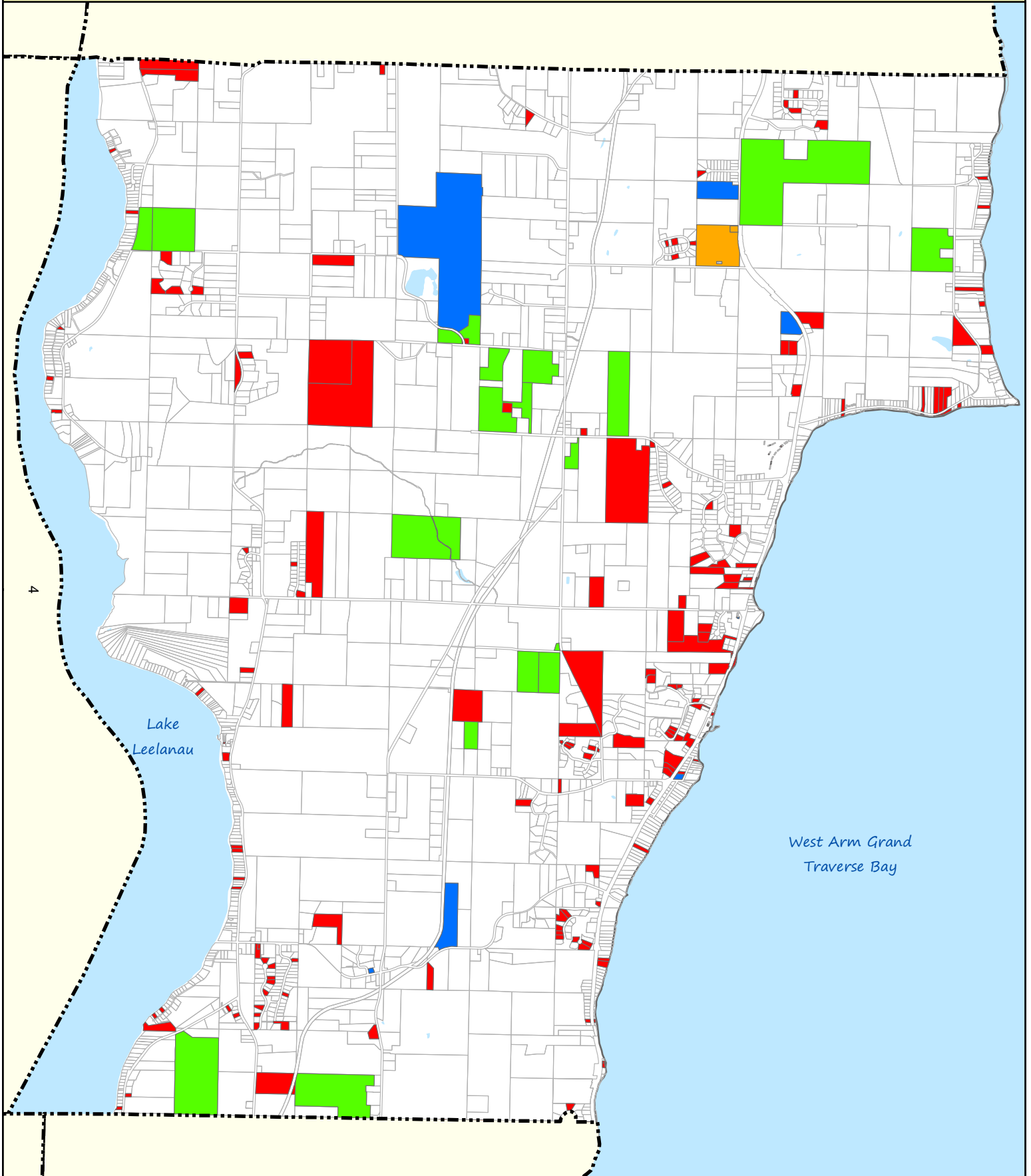






0 5 10 20 Miles

N  
3

# Bingham

## 2022 Equalization Study Parcels



 Agricultural  Commercial  Industrial  Residential

0

1.5

3 Miles

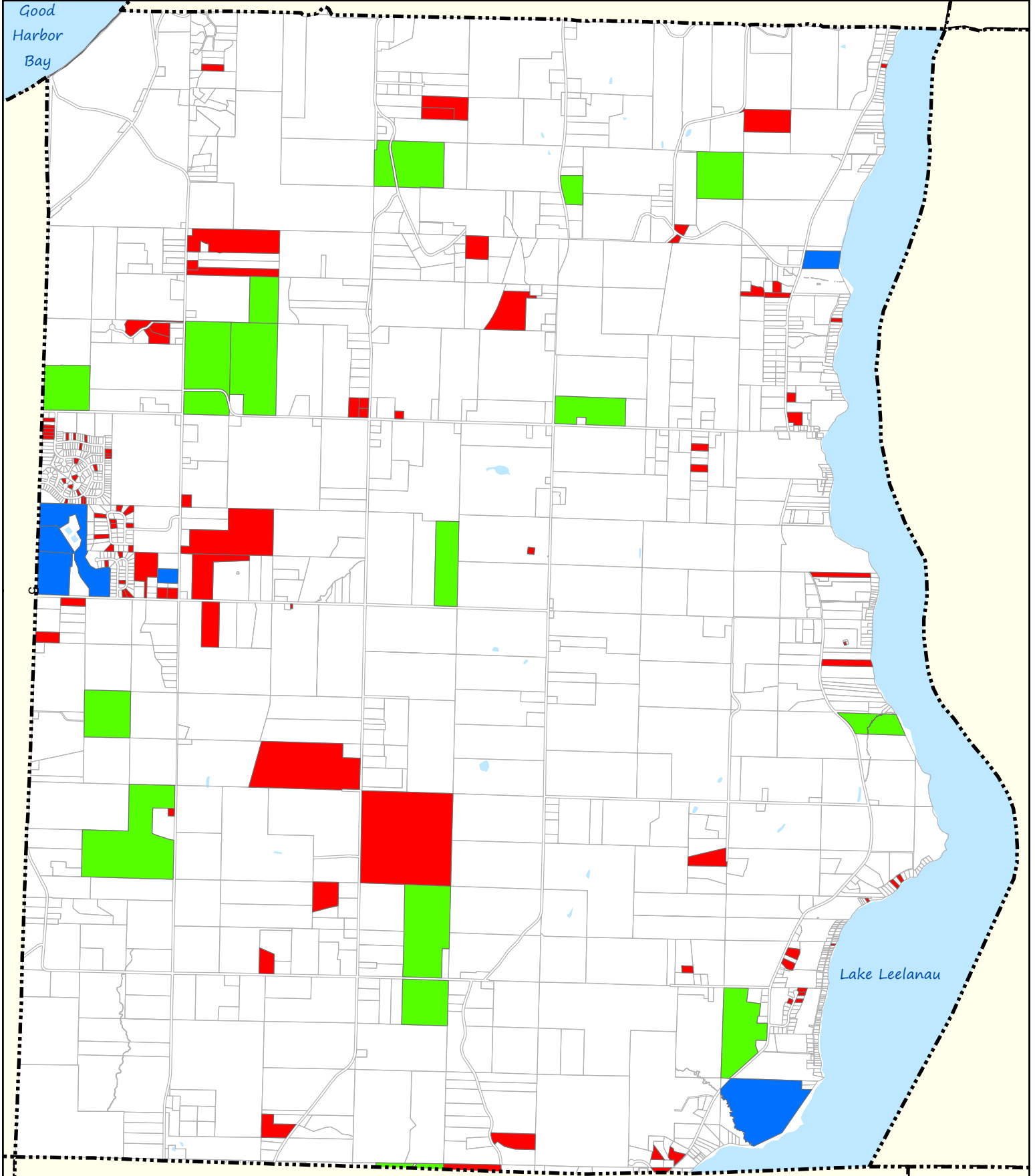






70



# Centerville

## 2022 Equalization Study Parcels



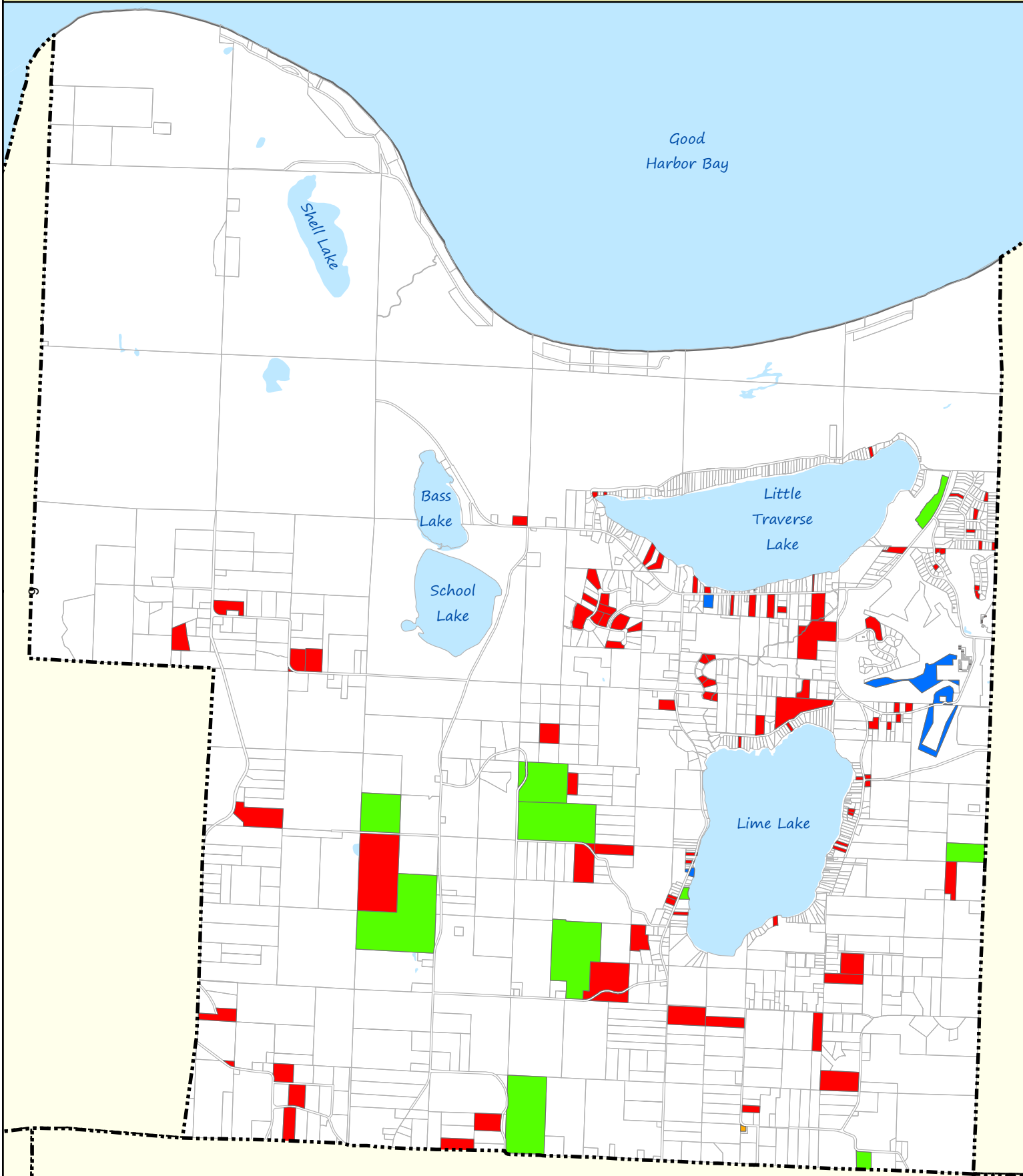
 Agricultural  Commercial  Industrial  Residential





0 1.25 2.5 Miles



# Cleveland

## 2022 Equalization Study Parcels



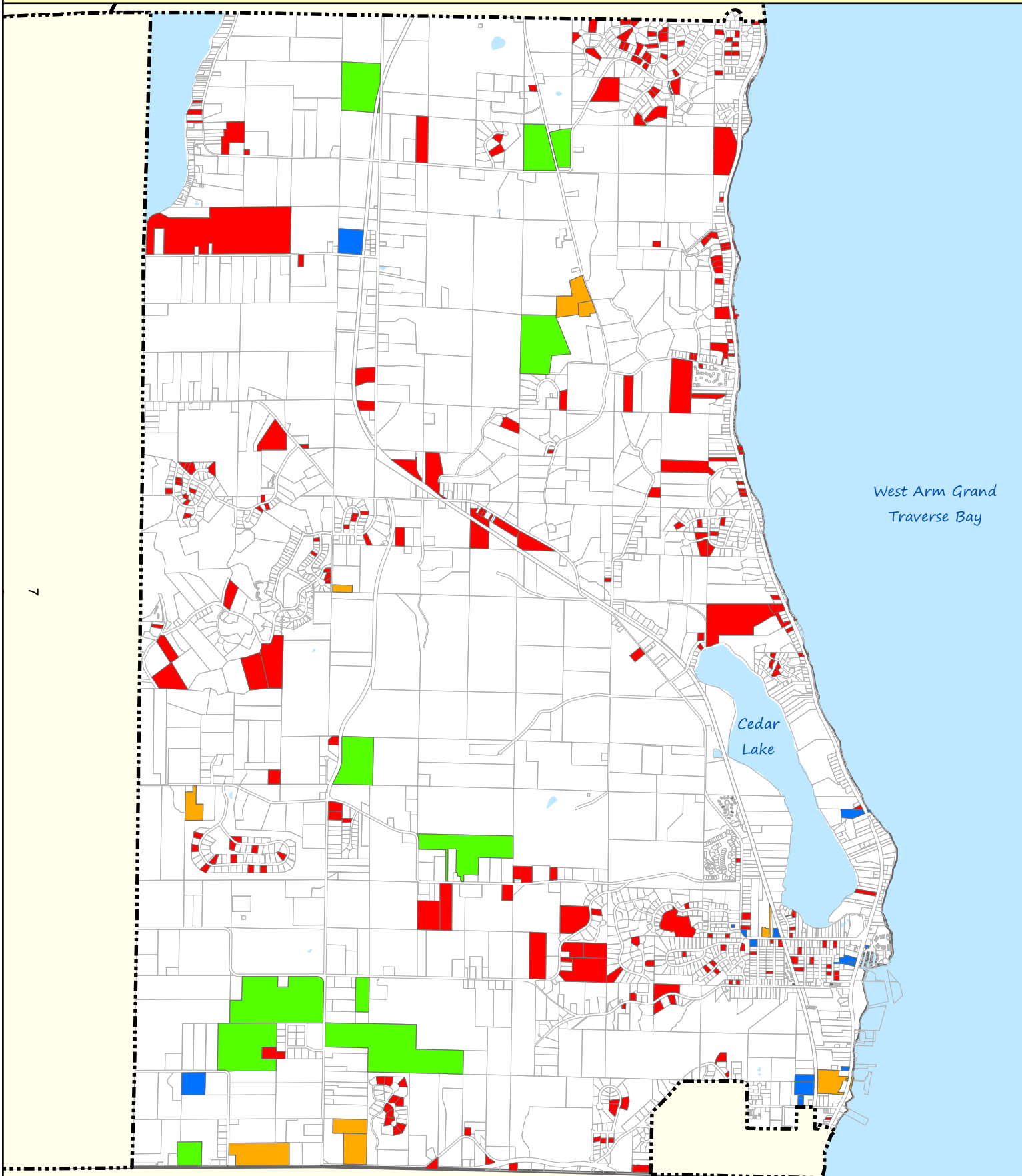
 Agricultural  Commercial  Industrial  Residential

0 1.5 3 Miles

N  
72





# Elmwood

## 2022 Equalization Study Parcels



West Arm Grand  
Traverse Bay

Cedar  
Lake

 Agricultural  Commercial  Industrial  Residential

0 1.25 2.5 Miles

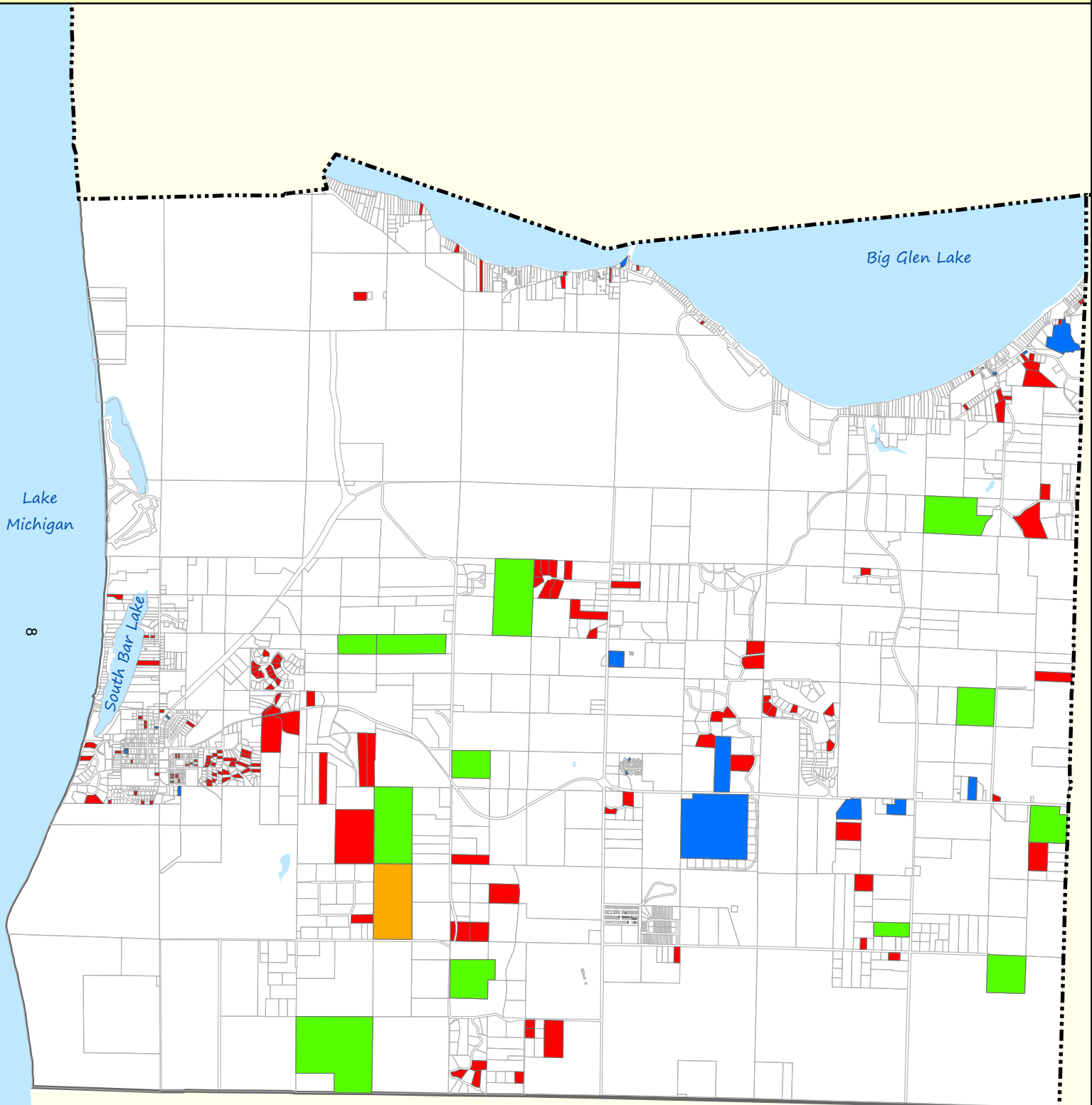


73







# Empire

2022 Equalization Study Parcels



Benzie  
County

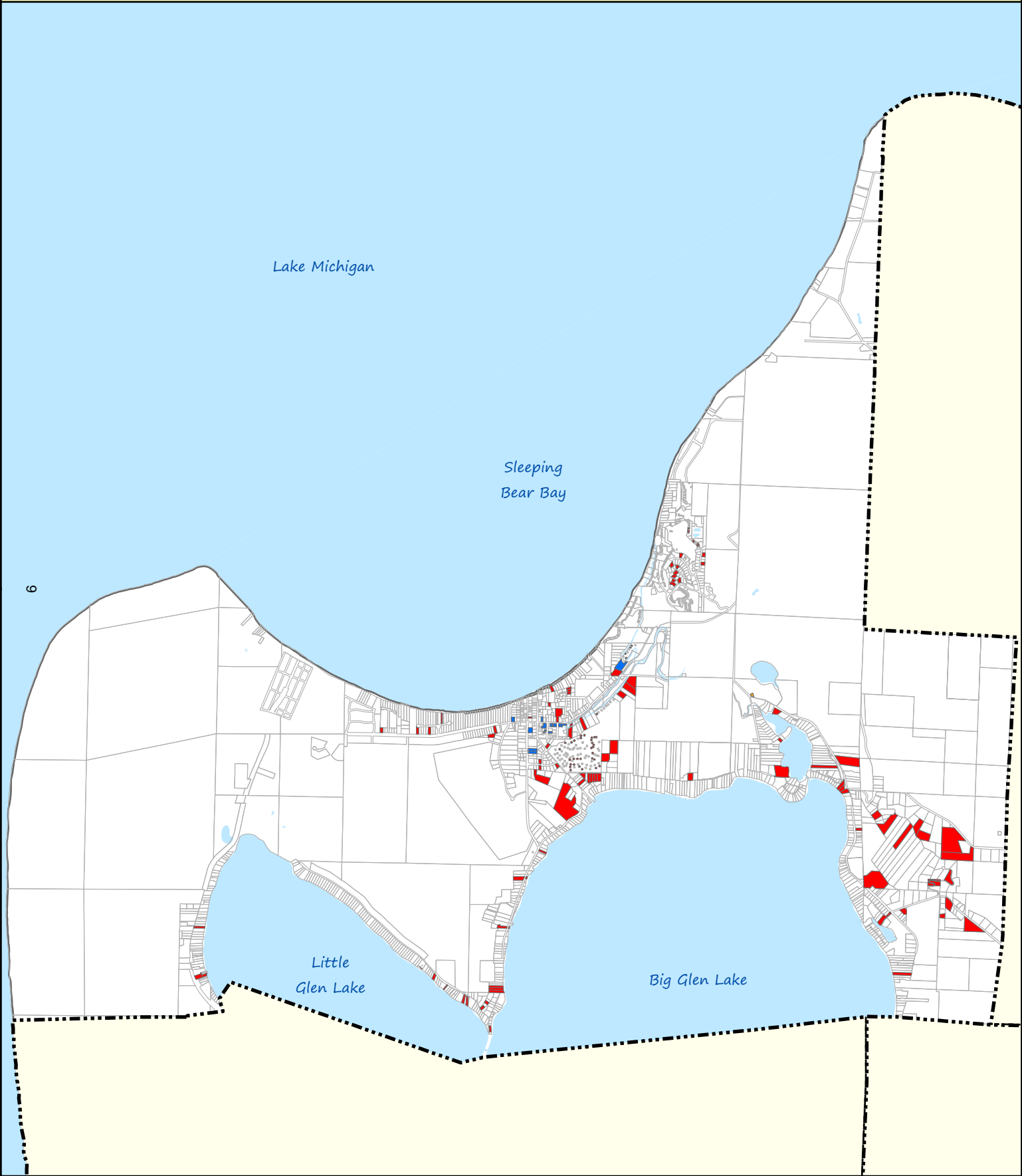
 Agricultural  Commercial  Industrial  Residential





0 1.75 3.5 Miles

N  
74

# Glen Arbor

## 2022 Equalization Study Parcels



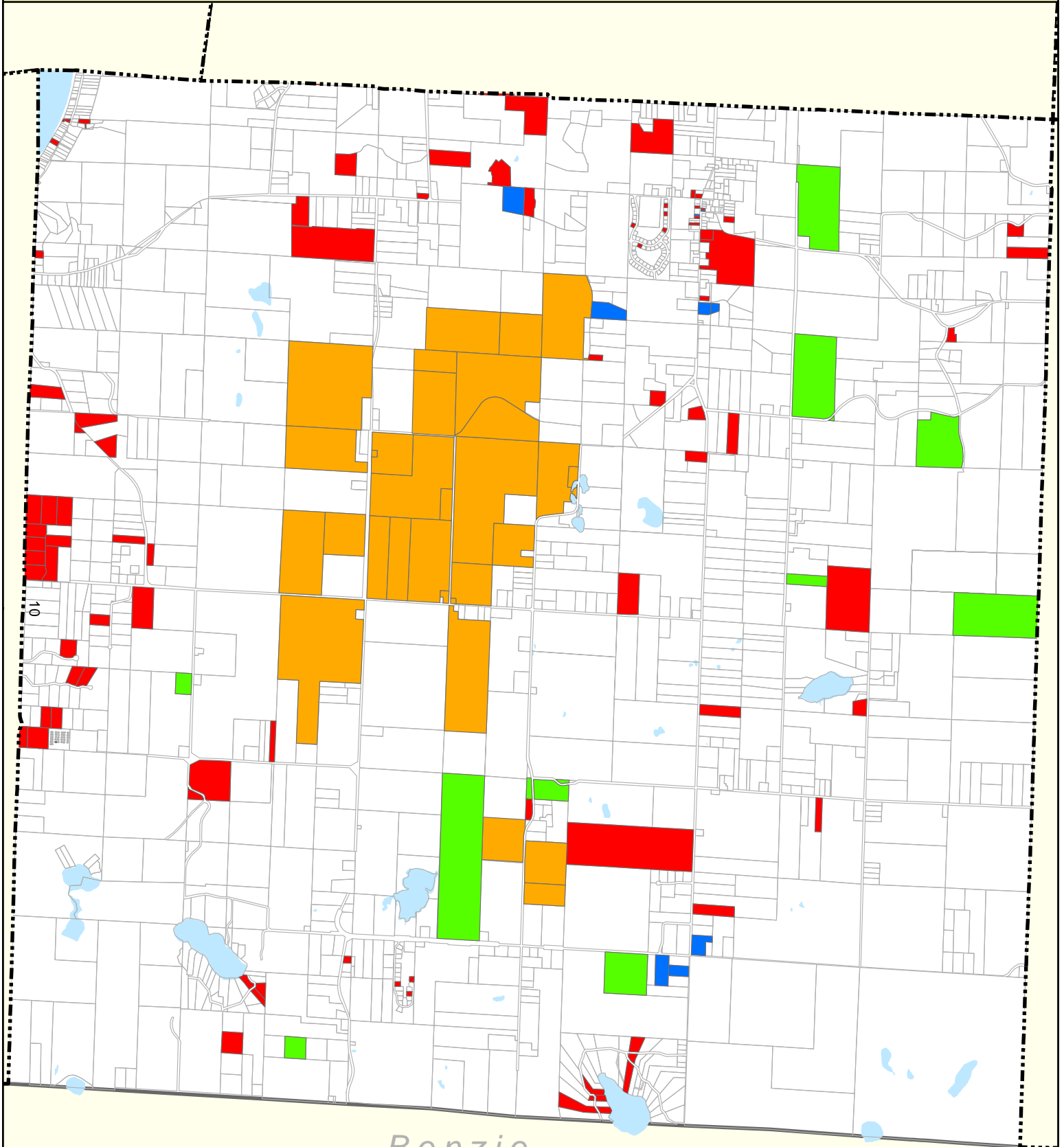
 Agricultural  Commercial  Industrial  Residential





0 2 4 Miles



# Kasson

## 2022 Equalization Study Parcels



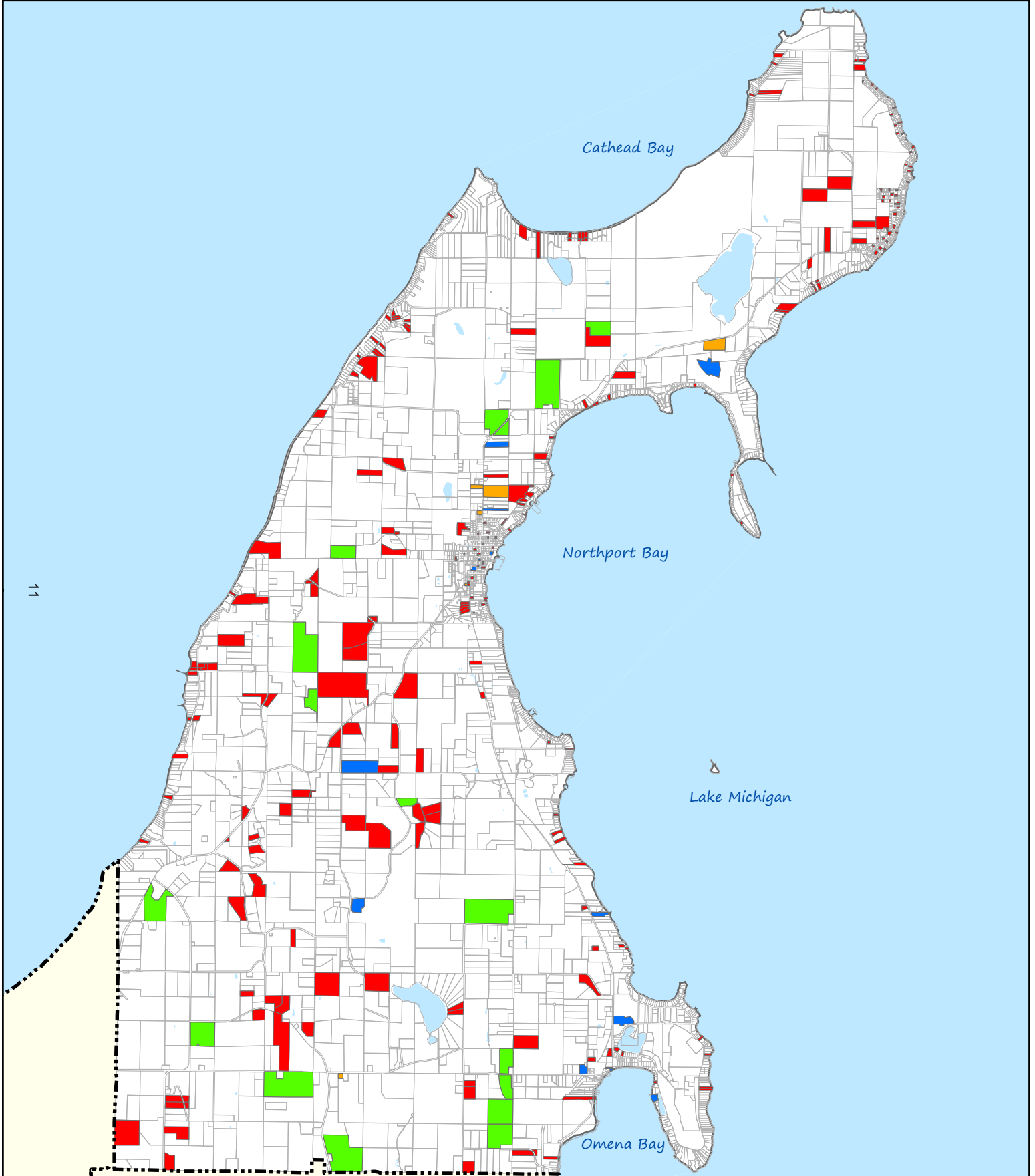
 Agricultural  Commercial  Industrial  Residential

0 1.5 3 Miles





N  
76

# Leelanau

## 2022 Equalization Study Parcels



11

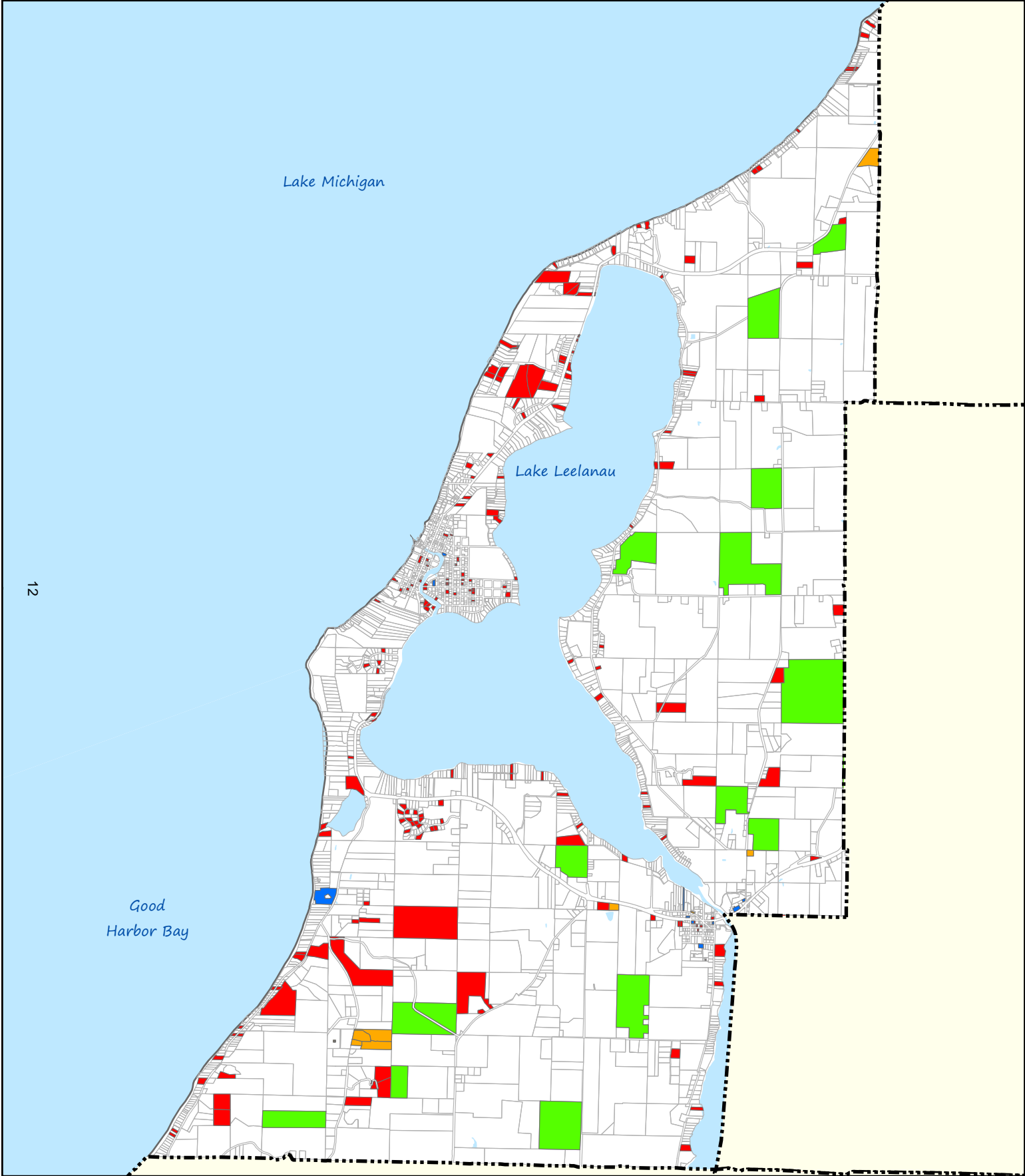
 Agricultural  Commercial  Industrial  Residential

0 2.5 5 Miles

N  
77

# Leland

## 2022 Equalization Study Parcels







Good Harbor Bay

Lake Michigan

Lake Leelanau

12

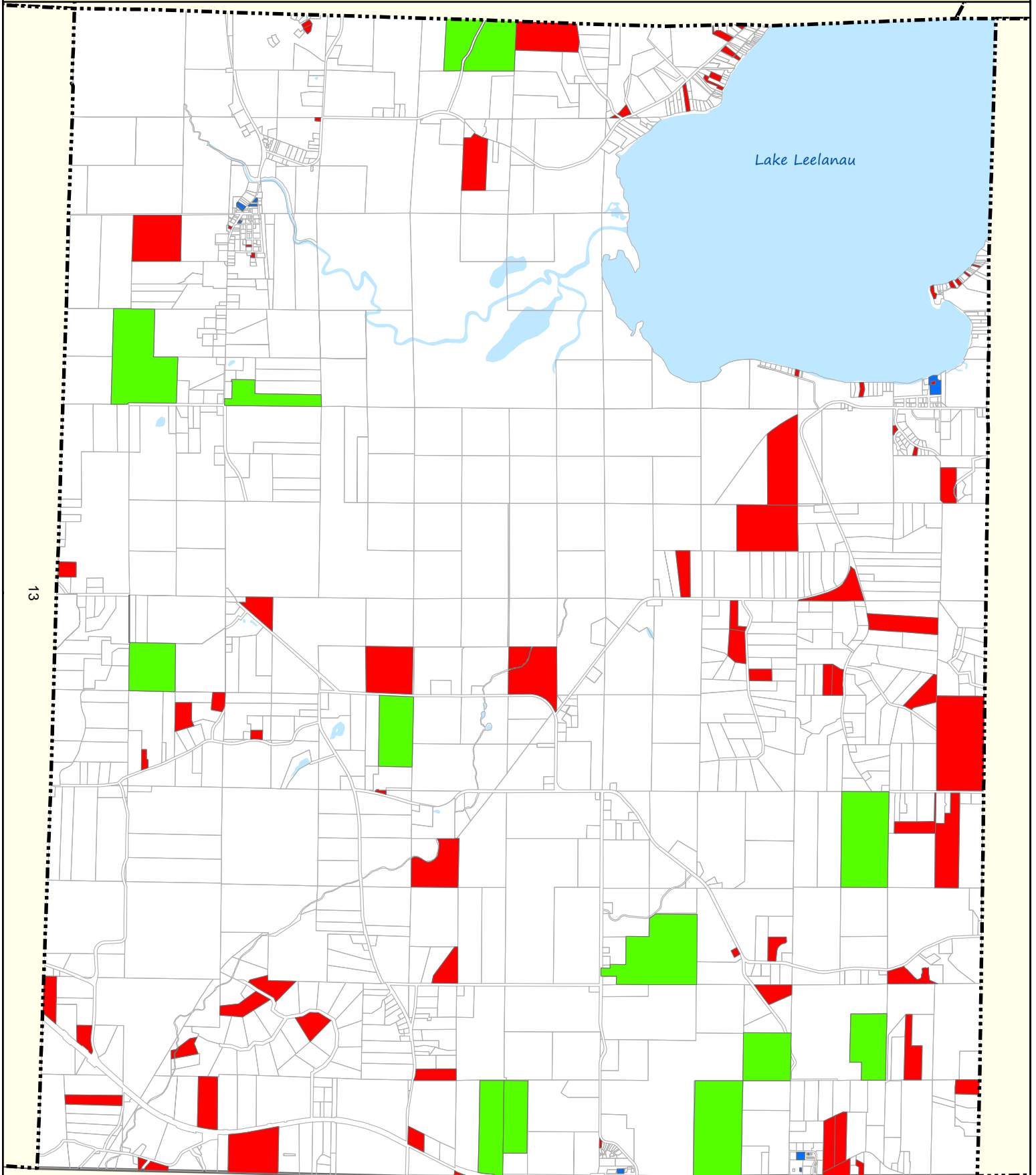
 Agricultural  Commercial  Industrial  Residential

0 2 4 Miles







# Solon

## 2022 Equalization Study Parcels



13

 Agricultural  Commercial  Industrial  Residential

0

1.25

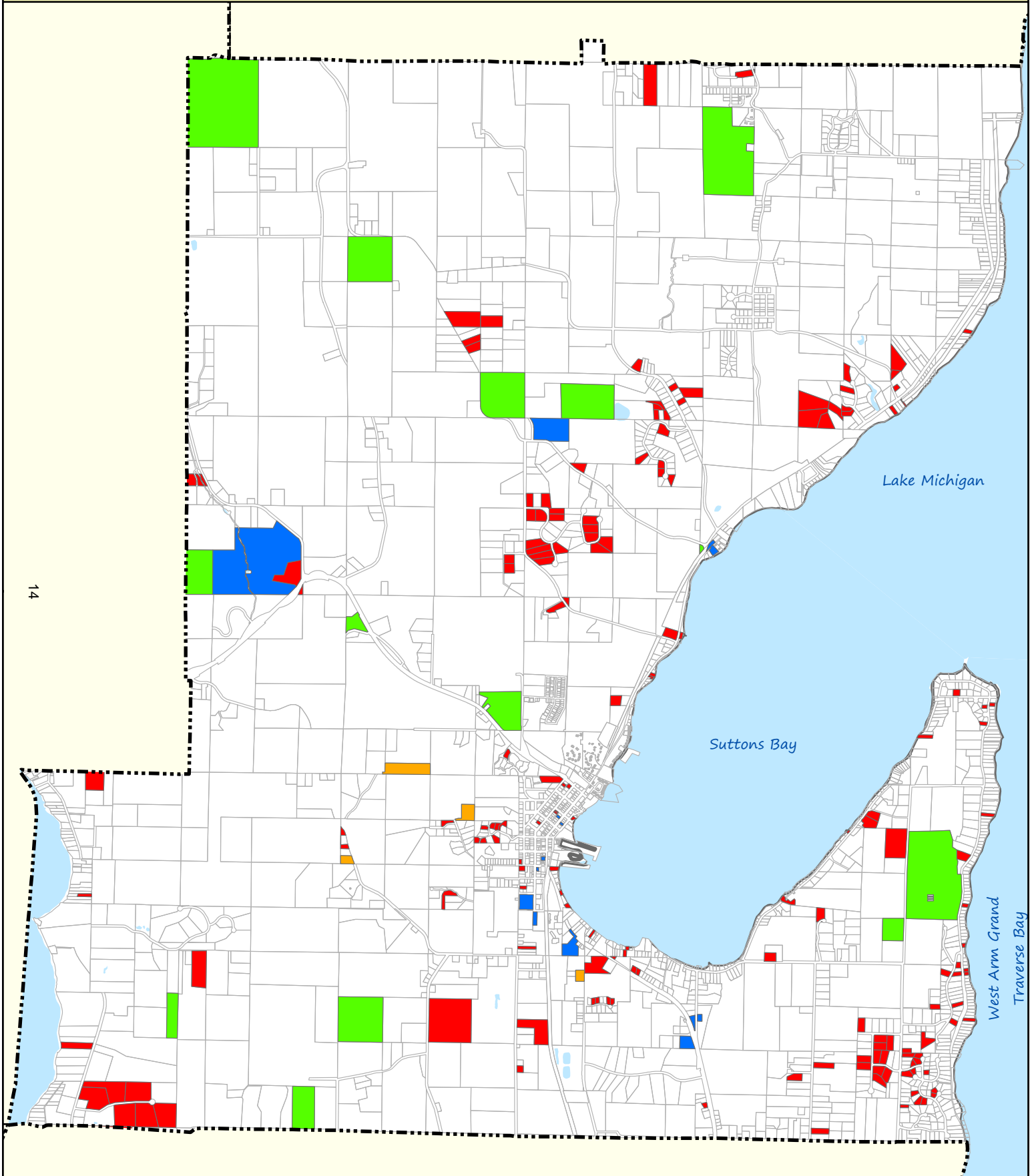
2.5 Miles



79

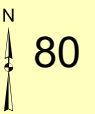
# Suttons Bay

2022 Equalization Study Parcels



Agricultural Commercial Industrial Residential

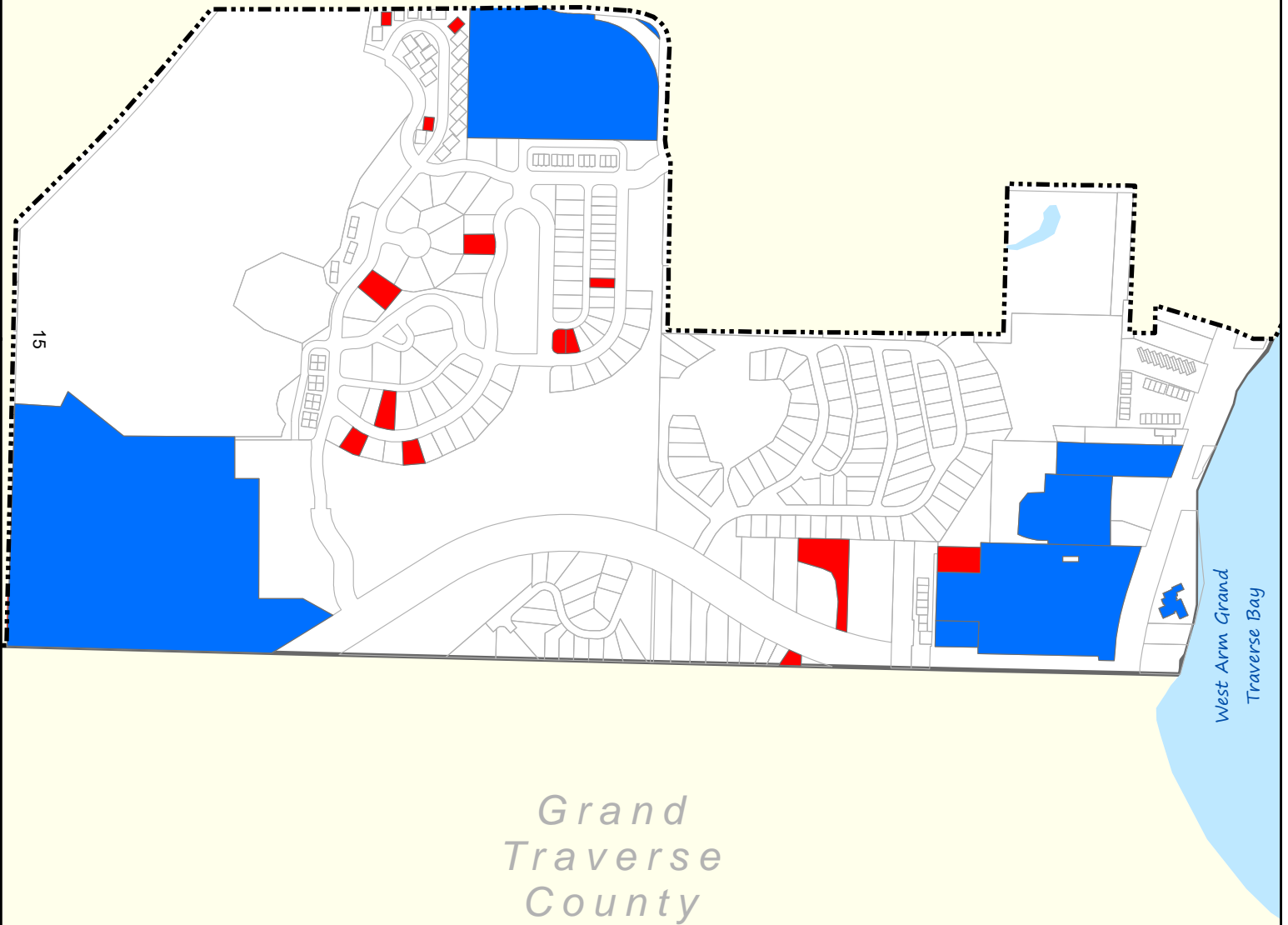
0 1.5 3 Miles









# Traverse City

2022 Equalization Study Parcels



 Agricultural  Commercial  Industrial  Residential

0 0.25 0.5 Miles

N  
81



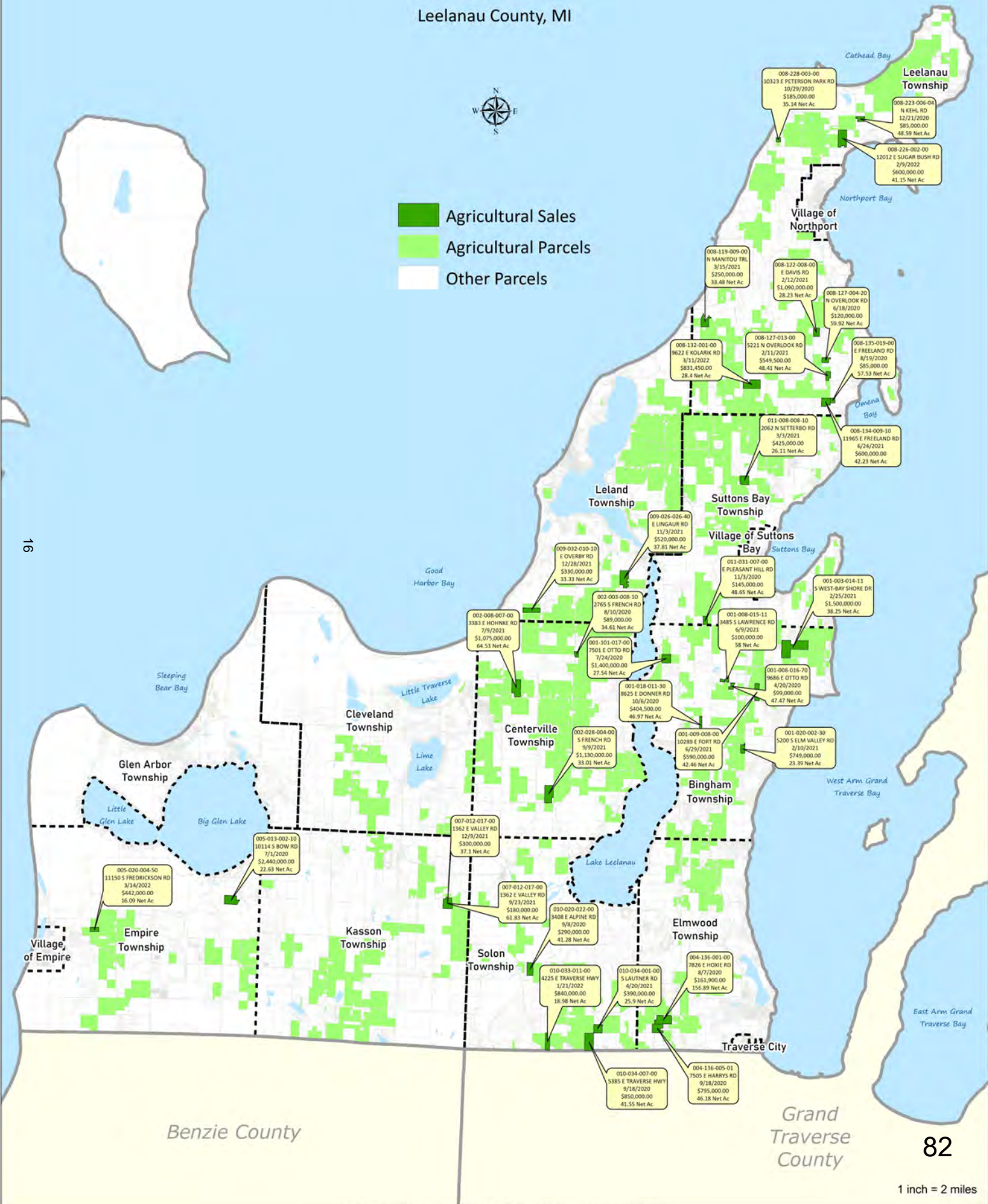
# Agricultural Sales

4/1/2020 to 3/31/2022

Leelanau County, MI



- Agricultural Sales
- Agricultural Parcels
- Other Parcels



16

Benzie County

Grand Traverse County

82

1 inch = 2 miles

This map is prepared by Leelanau County for reference purposes only. Leelanau County is not liable for any errors that may be found in this map.



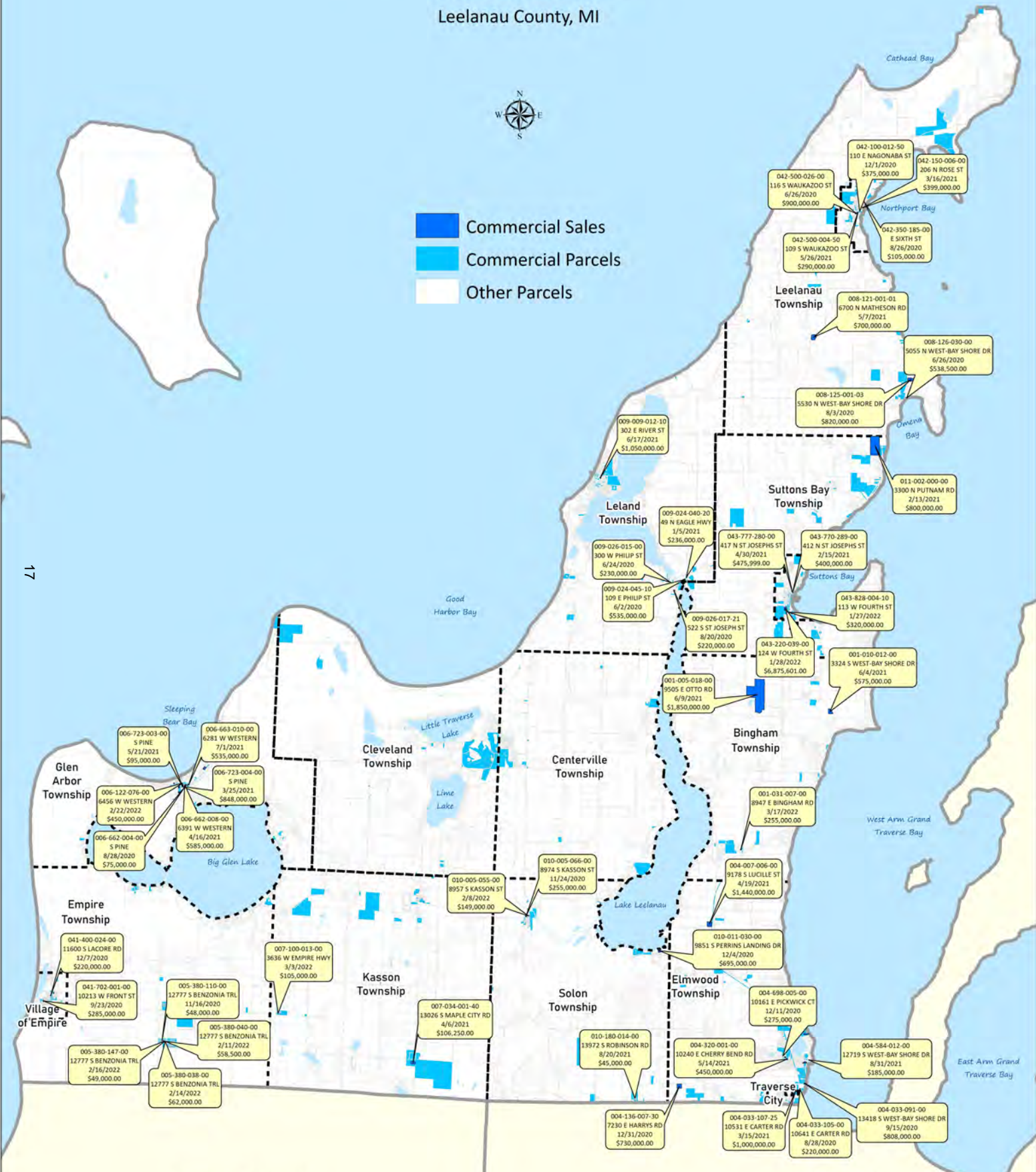
# Commercial Sales

4/1/2020 to 3/31/2022

Leelanau County, MI



- Commercial Sales
- Commercial Parcels
- Other Parcels



17

Benzie County

Grand Traverse County

83

1 inch = 2 miles

This map is prepared by Leelanau County for reference purposes only. Leelanau County is not liable for any errors that may be found in this map.



# Residential Waterfront Sales Vacant & Improved

4/1/2020 to 3/31/2022

Leelanau County, MI

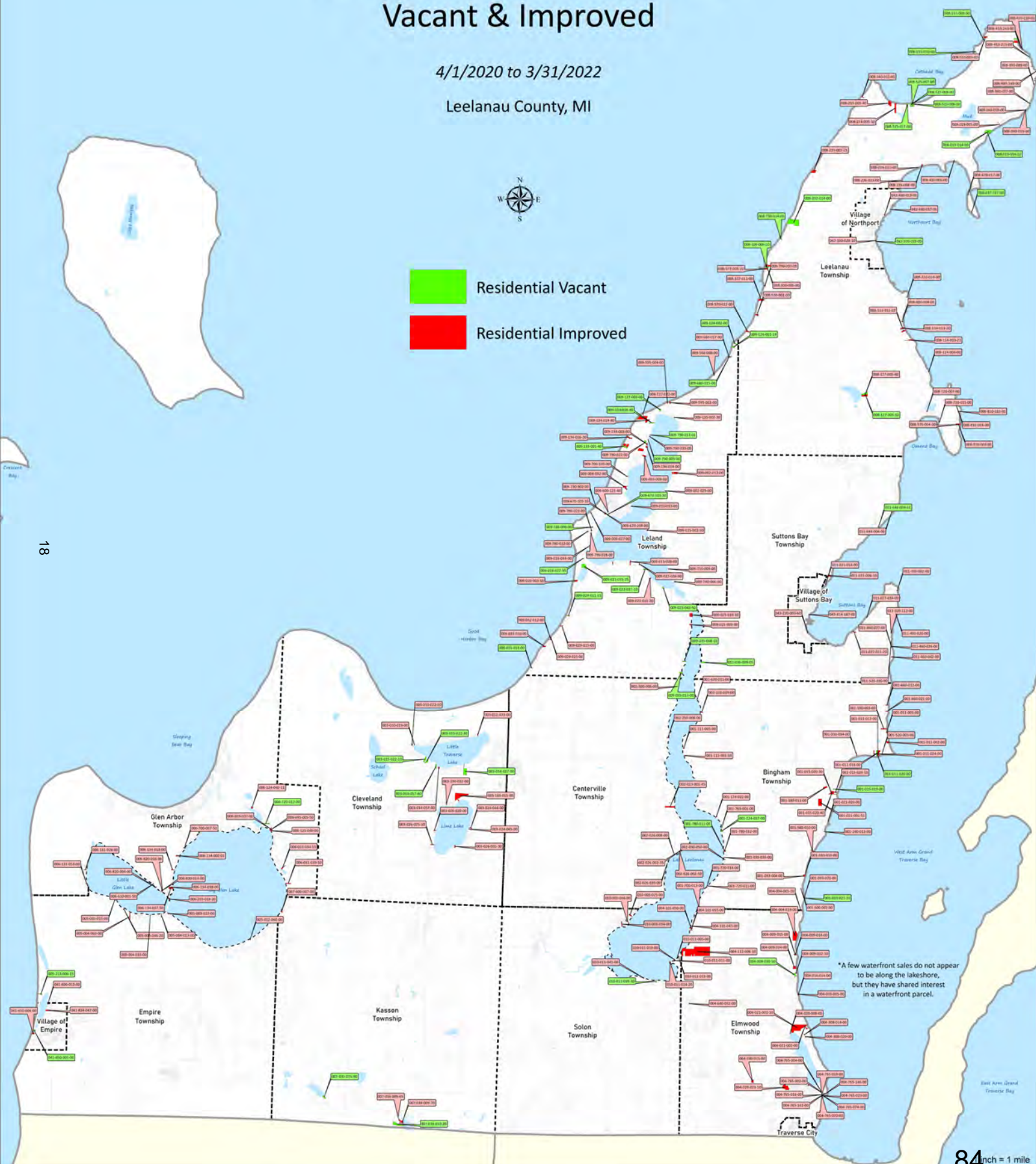


Residential Vacant



Residential Improved

18



\*A few waterfront sales do not appear to be along the lakeshore, but they have shared interest in a waterfront parcel.

84"ch = 1 mile

The data is provided by Leelanau County's GIS Department. Landings, County & not used for any other purpose than for land use data.



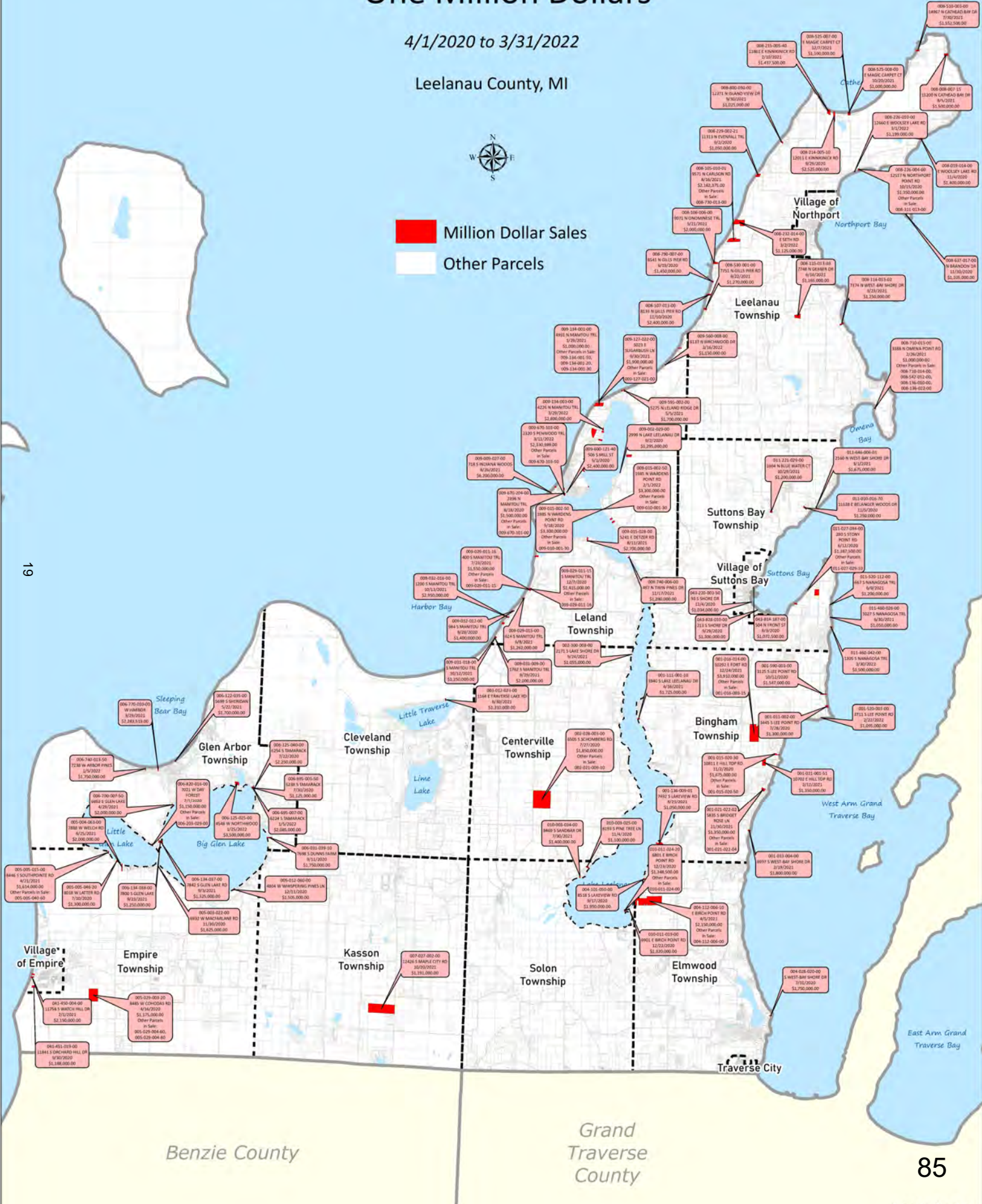
# Residential Sales Greater Than One Million Dollars

4/1/2020 to 3/31/2022

Leelanau County, MI



■ Million Dollar Sales  
■ Other Parcels



19

85

1 inch = 2 miles

This map is prepared by Leelanau County for reference purposes only. Leelanau County is not liable for any errors that may be found in this map.

# LEELANAU COUNTY

## 2022 EQUALIZATION STUDY

### AGRICULTURAL

CLASS: 101

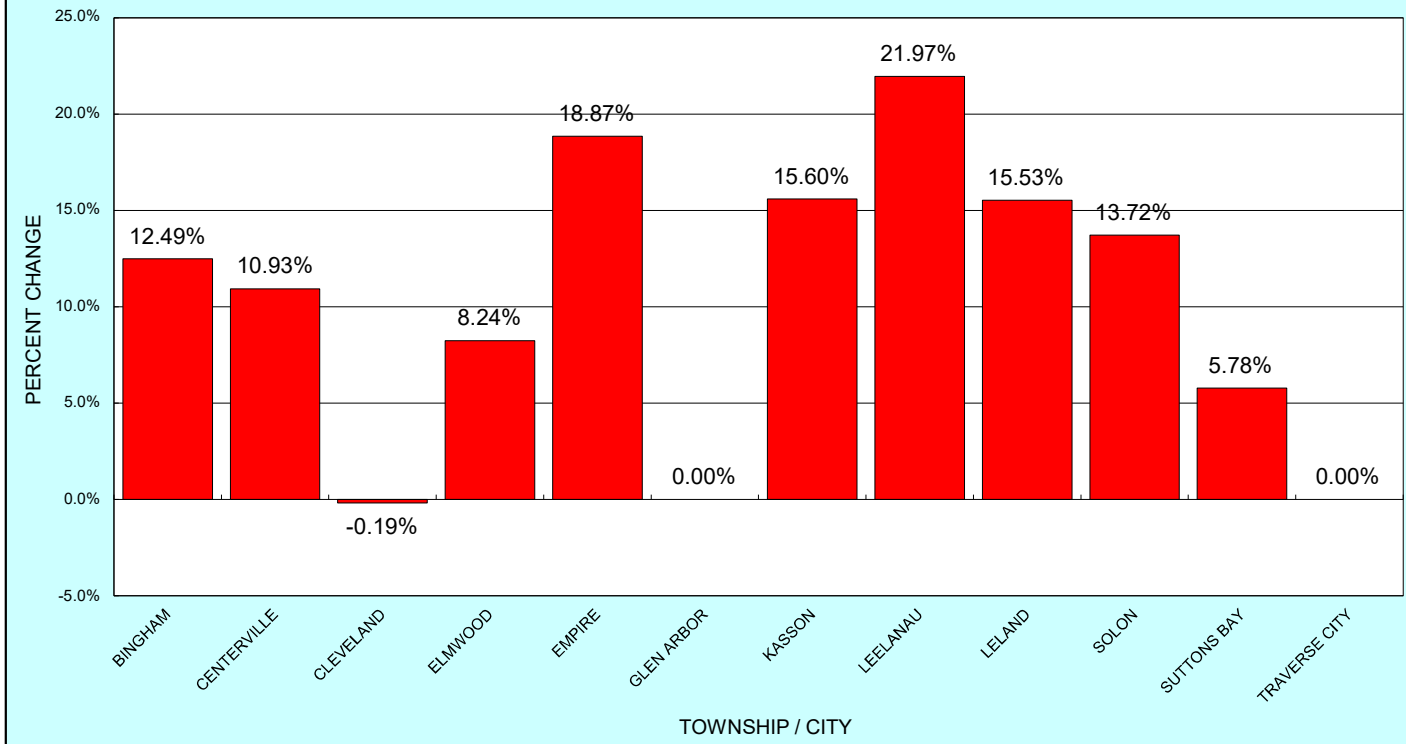
TYPE: REAL

UNIT	CURRENT				PREVIOUS T.C.V.	%CHNG. T.C.V.
	ASSESSMENTS	RATIO	T.C.V.	50% T.C.V.		
BINGHAM	27,890,500	44.04%	63,329,927	31,664,964	56,296,727	12.49%
CENTERVILLE	28,089,400	44.02%	63,810,541	31,905,271	57,522,718	10.93%
CLEVELAND	6,767,200	45.31%	14,935,334	7,467,667	14,964,348	-0.19%
ELMWOOD	12,329,300	43.75%	28,181,257	14,090,629	26,035,531	8.24%
EMPIRE	9,416,800	43.04%	21,879,182	10,939,591	18,405,531	18.87%
GLEN ARBOR	0	0.00%	0	0	0	0.00%
KASSON	14,624,200	42.84%	34,136,788	17,068,394	29,530,255	15.60%
LEELANAU	31,498,300	41.03%	76,768,950	38,384,475	62,940,375	21.97%
LELAND	21,994,400	41.71%	52,731,719	26,365,860	45,642,550	15.53%
OLON	10,264,200	42.94%	23,903,586	11,951,793	21,019,768	13.72%
SUTTONS BAY	22,831,208	47.25%	48,320,017	24,160,009	45,680,537	5.78%
TRAVERSE CITY	0	0.00%	0	0	0	0.00%
<b>TOTAL</b>	<b>185,705,508</b>	<b>43.39%</b>	<b>427,997,301</b>	<b>213,998,651</b>	<b>378,038,340</b>	<b>13.22%</b>

RECAP OF L - 4018'S

BASE FOR 2023 L - 4023'S

PERCENT CHANGE FROM PREVIOUS YEAR  
AGRICULTURAL



# LEELANAU COUNTY

## 2022 EQUALIZATION STUDY

### COMMERCIAL

CLASS: 201

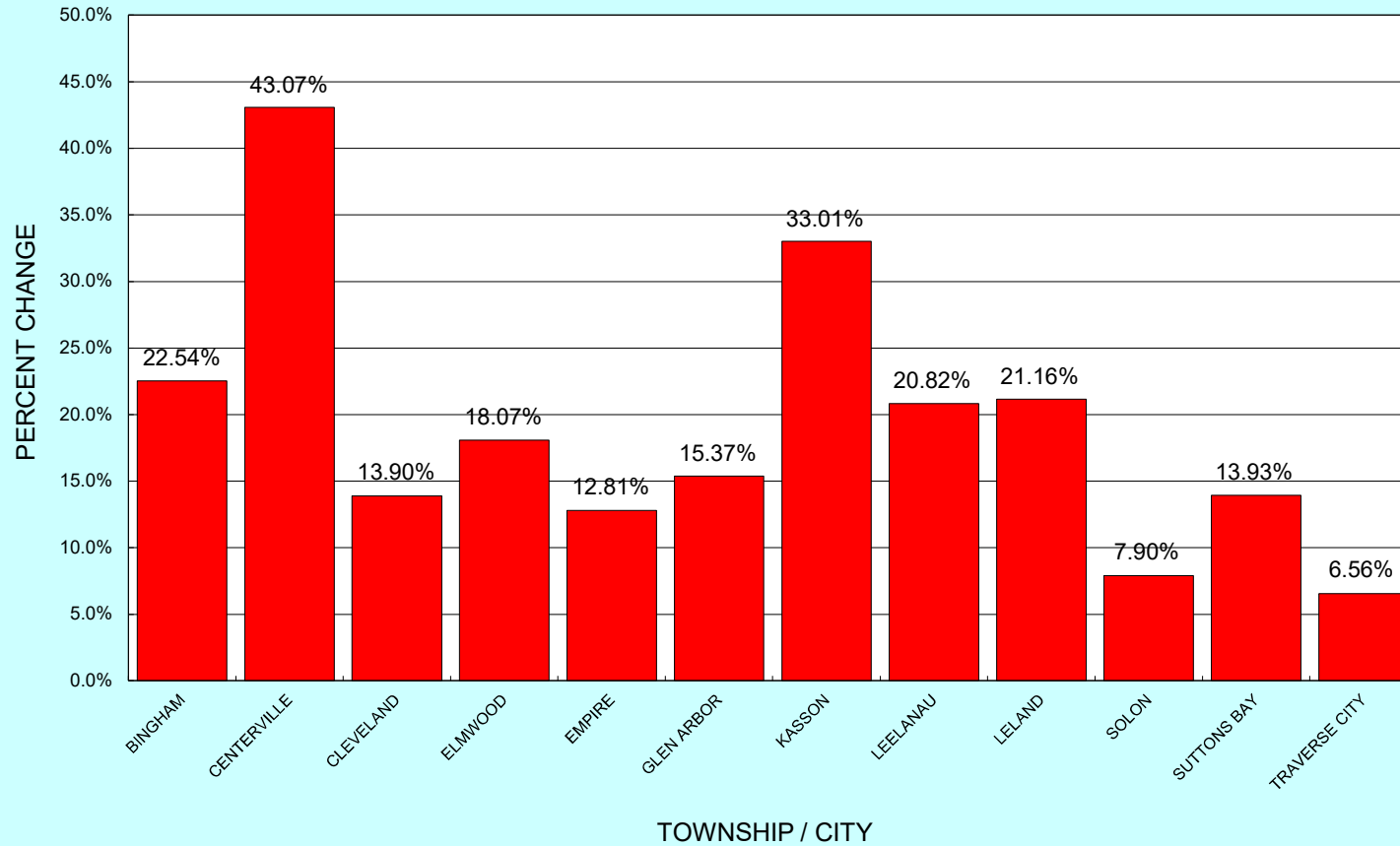
TYPE: REAL

UNIT	CURRENT				PREVIOUS T.C.V.	%CHNG. T.C.V.
	ASSESSMENTS	RATIO	T.C.V.	50% T.C.V.		
BINGHAM	5,611,200	42.98%	13,055,375	6,527,688	10,653,561	22.54%
CENTERVILLE	5,936,400	41.44%	14,325,290	7,162,645	10,012,516	43.07%
CLEVELAND	3,578,900	40.17%	8,909,385	4,454,693	7,821,918	13.90%
ELMWOOD	35,564,500	42.94%	82,823,707	41,411,854	70,146,612	18.07%
EMPIRE	18,841,600	44.70%	42,151,230	21,075,615	37,366,368	12.81%
GLEN ARBOR	35,254,800	43.76%	80,563,985	40,281,993	69,828,100	15.37%
KASSON	6,928,500	40.07%	17,290,991	8,645,496	13,000,215	33.01%
LEELANAU	28,514,200	41.43%	68,825,006	34,412,503	56,964,725	20.82%
LELAND	22,058,500	41.49%	53,165,823	26,582,912	43,880,814	21.16%
SOLON	8,177,900	45.84%	17,840,096	8,920,048	16,533,466	7.90%
SUTTONS BAY	30,310,190	44.25%	68,497,605	34,248,803	60,121,413	13.93%
TRAVERSE CITY	11,446,600	46.91%	24,401,194	12,200,597	22,898,762	6.56%
<b>TOTAL</b>	212,223,290	43.15%	491,849,687	245,924,844	419,228,470	17.32%

RECAP OF L - 4018'S

BASE FOR 2023 L - 4023'S

## PERCENT CHANGES FROM PREVIOUS YEAR COMMERCIAL





# LEELANAU COUNTY 2022 EQUALIZATION STUDY INDUSTRIAL

CLASS: 301

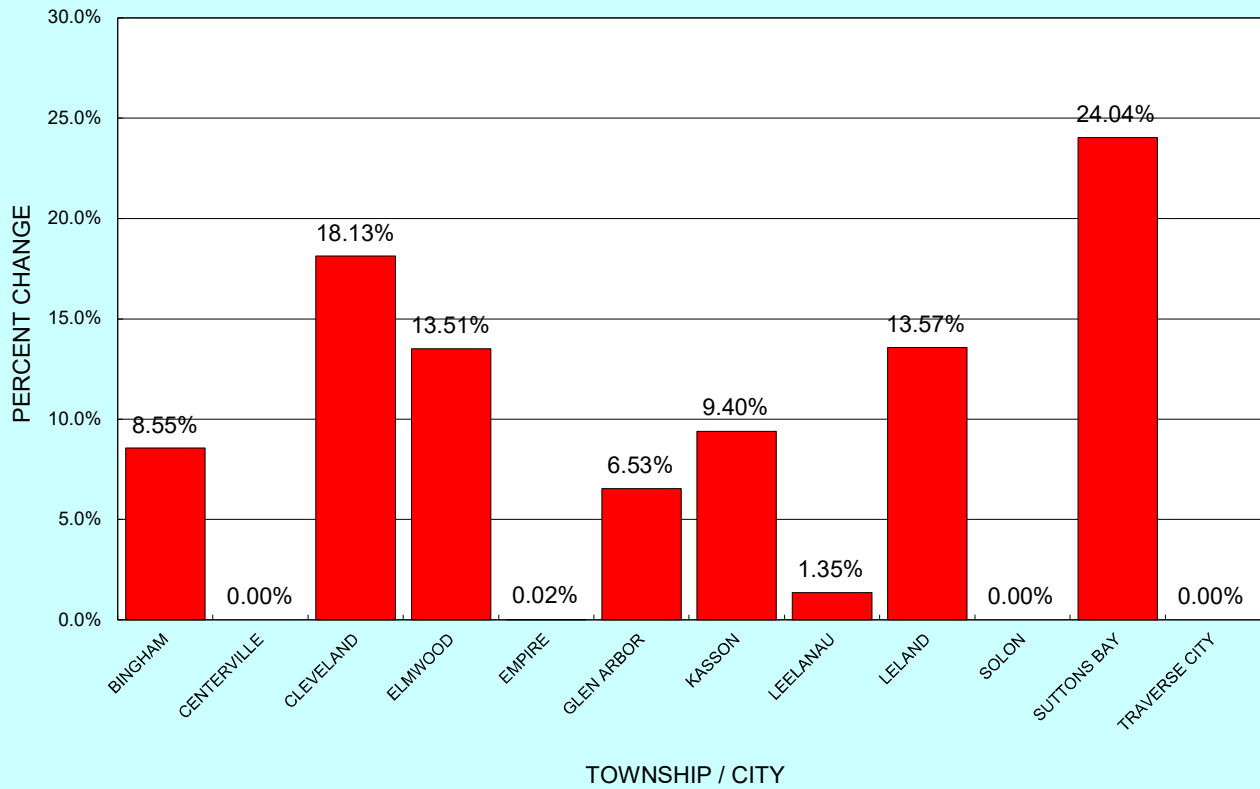
TYPE: REAL

UNIT	CURRENT				PREVIOUS T.C.V.	%CHNG. T.C.V.
	ASSESSMENTS	RATIO	T.C.V.	50% T.C.V.		
BINGHAM	896,700	45.41%	1,974,871	987,436	1,819,307	8.55%
CENTERVILLE	0	0.00%	0	0	0	0.00%
CLEVELAND	20,600	42.26%	48,744	24,372	41,262	18.13%
ELMWOOD	2,577,600	44.51%	5,790,562	2,895,281	5,101,496	13.51%
EMPIRE	721,800	49.55%	1,456,642	728,321	1,456,343	0.02%
GLEN ARBOR	31,500	46.88%	67,197	33,599	63,078	6.53%
KASSON	5,682,000	45.66%	12,443,694	6,221,847	11,374,378	9.40%
LEELANAU	911,500	49.09%	1,856,843	928,422	1,832,087	1.35%
LELAND	444,300	43.93%	1,011,285	505,643	890,430	13.57%
SOLON	0	0.00%	0	0	0	0.00%
SUTTONS BAY	155,900	40.25%	387,336	193,668	312,269	24.04%
TRAVERSE CITY	0	0.00%	0	0	0	0.00%
<b>TOTAL</b>	<b>11,441,900</b>	<b>45.70%</b>	<b>25,037,174</b>	<b>12,518,587</b>	<b>22,890,650</b>	<b>9.38%</b>

RECAP OF L - 4018'S

BASE FOR 2023 L - 4023'S

PERCENT CHANGE FROM PREVIOUS YEAR  
INDUSTRIAL



# LEELANAU COUNTY

## 2022 EQUALIZATION STUDY

### RESIDENTIAL

CLASS: 401

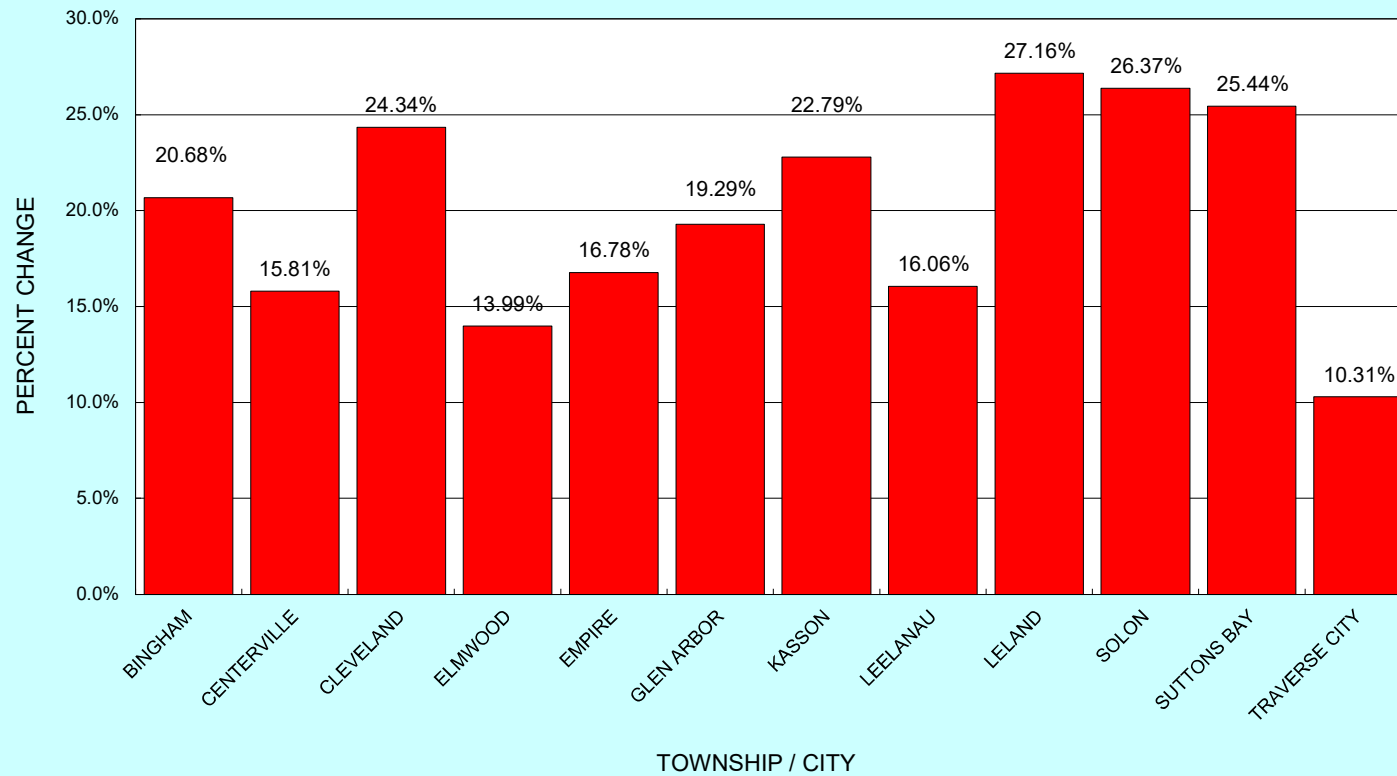
TYPE: REAL

UNIT	CURRENT				PREVIOUS T.C.V.	%CHNG. T.C.V.
	ASSESSMENTS	RATIO	T.C.V.	50% T.C.V.		
BINGHAM	330,848,100	41.16%	803,809,767	401,904,884	666,089,384	20.68%
CENTERVILLE	154,694,400	43.92%	352,218,579	176,109,290	304,138,612	15.81%
CLEVELAND	175,948,000	40.67%	432,623,555	216,311,778	347,933,076	24.34%
ELMWOOD	447,476,500	44.07%	1,015,376,673	507,688,337	890,743,369	13.99%
EMPIRE	319,479,100	43.27%	738,338,572	369,169,286	632,226,407	16.78%
GLEN ARBOR	689,603,300	42.01%	1,641,521,781	820,760,891	1,376,050,429	19.29%
KASSON	147,153,800	40.52%	363,163,376	181,581,688	295,763,601	22.79%
LEELANAU	600,036,200	43.24%	1,387,687,789	693,843,895	1,195,701,198	16.06%
LELAND	721,805,700	39.47%	1,828,745,123	914,372,562	1,438,143,628	27.16%
SOLOM	136,033,900	39.79%	341,879,618	170,939,809	270,530,355	26.37%
SUTTONS BAY	340,468,235	40.60%	838,591,712	419,295,856	668,545,486	25.44%
TRAVERSE CITY	47,952,600	47.06%	101,896,728	50,948,364	92,375,141	10.31%
<b>TOTAL</b>	<b>4,111,499,835</b>	<b>41.76%</b>	<b>9,845,853,273</b>	<b>4,922,926,637</b>	<b>8,178,240,686</b>	<b>20.39%</b>

RECAP OF L - 4018'S

BASE FOR 2023 L - 4023'S

PERCENT CHANGE FROM PREVIOUS YEAR  
RESIDENTIAL



## LEELANAU COUNTY 2022 EQUALIZATION STUDY TOTAL REAL

CLASS: ALL

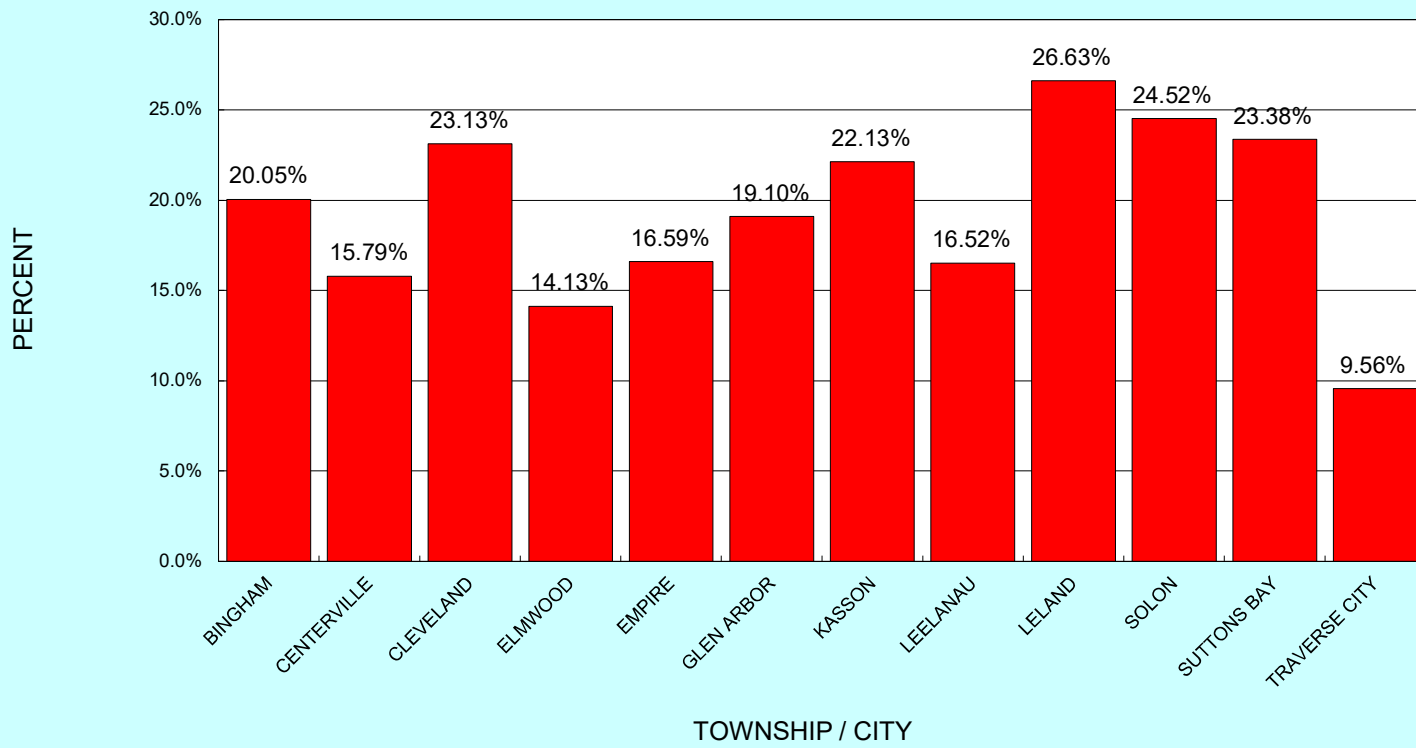
TYPE: REAL

UNIT	CURRENT				PREVIOUS T.C.V.	%CHNG. T.C.V.
	ASSESSMENTS	RATIO	T.C.V.	50% T.C.V.		
BINGHAM	365,246,500	41.40%	882,169,940	441,084,970	734,858,979	20.05%
CENTERVILLE	188,720,200	43.85%	430,354,410	215,177,205	371,673,846	15.79%
CLEVELAND	186,314,700	40.81%	456,517,018	228,258,509	370,760,604	23.13%
ELMWOOD	497,947,900	43.98%	1,132,172,199	566,086,100	992,027,008	14.13%
EMPIRE	348,459,300	43.35%	803,825,626	401,912,813	689,454,649	16.59%
GLEN ARBOR	724,889,600	42.09%	1,722,152,963	861,076,482	1,445,941,607	19.10%
KASSON	174,388,500	40.84%	427,034,849	213,517,425	349,668,449	22.13%
LEELANAU	660,960,200	43.06%	1,535,138,588	767,569,294	1,317,438,385	16.52%
LELAND	766,302,900	39.59%	1,935,653,950	967,826,975	1,528,557,422	26.63%
OLON	154,476,000	40.27%	383,623,300	191,811,650	308,083,589	24.52%
SUTTONS BAY	393,765,533	41.20%	955,796,670	477,898,335	774,659,705	23.38%
TRAVERSE CITY	59,399,200	47.03%	126,297,922	63,148,961	115,273,903	9.56%
<b>TOTAL</b>	<b>4,520,870,533</b>	<b>41.90%</b>	<b>10,790,737,435</b>	<b>5,395,368,719</b>	<b>8,998,398,146</b>	<b>19.92%</b>

RECAP OF L - 4018'S

BASE FOR 2023 L - 4023'S

PERCENT CHANGE FROM PREVIOUS YEAR  
TOTAL REAL



# LEELANAU COUNTY

## 2022 EQUALIZATION STUDY

### TOTAL PERSONAL

CLASS: ALL

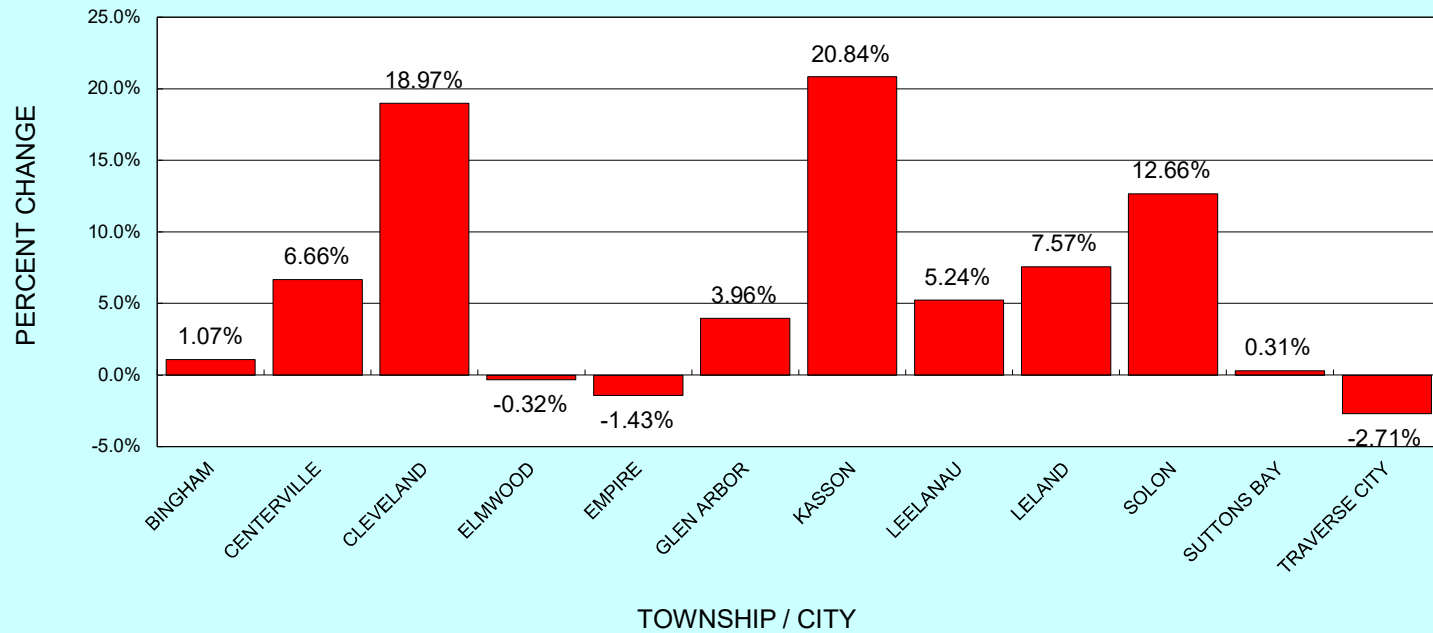
TYPE: PERSONAL

UNIT	CURRENT				PREVIOUS T.C.V.	%CHNG. T.C.V.
	ASSESSMENTS	RATIO	T.C.V.	50% T.C.V.		
BINGHAM	6,002,700	50.00%	12,005,400	6,002,700	11,877,800	1.07%
CENTERVILLE	2,004,000	50.00%	4,008,000	2,004,000	3,757,800	6.66%
CLEVELAND	3,099,200	50.00%	6,198,400	3,099,200	5,210,200	18.97%
ELMWOOD	14,700,600	50.00%	29,401,200	14,700,600	29,497,000	-0.32%
EMPIRE	4,260,700	50.00%	8,521,400	4,260,700	8,645,400	-1.43%
GLEN ARBOR	5,569,400	50.00%	11,138,800	5,569,400	10,714,800	3.96%
KASSON	4,274,400	50.00%	8,548,800	4,274,400	7,074,400	20.84%
LEELANAU	9,282,100	50.00%	18,564,200	9,282,100	17,640,600	5.24%
LELAND	8,716,800	50.00%	17,433,600	8,716,800	16,206,200	7.57%
OLON	2,370,900	50.00%	4,741,800	2,370,900	4,208,800	12.66%
SUTTONS BAY	6,655,670	50.00%	13,311,340	6,655,670	13,269,820	0.31%
TRAVERSE CITY	983,600	50.00%	1,967,200	983,600	2,022,000	-2.71%
<b>TOTAL</b>	<b>67,920,070</b>	<b>50.00%</b>	<b>135,840,140</b>	<b>67,920,070</b>	<b>130,124,820</b>	<b>4.39%</b>

RECAP OF L - 4018'S

BASE FOR 2023 L - 4023'S

PERCENT CHANGE FROM PREVIOUS YEAR  
TOTAL PERSONAL





# LEELANAU COUNTY

## 2022 EQUALIZATION STUDY

### TOTAL

CLASS: ALL

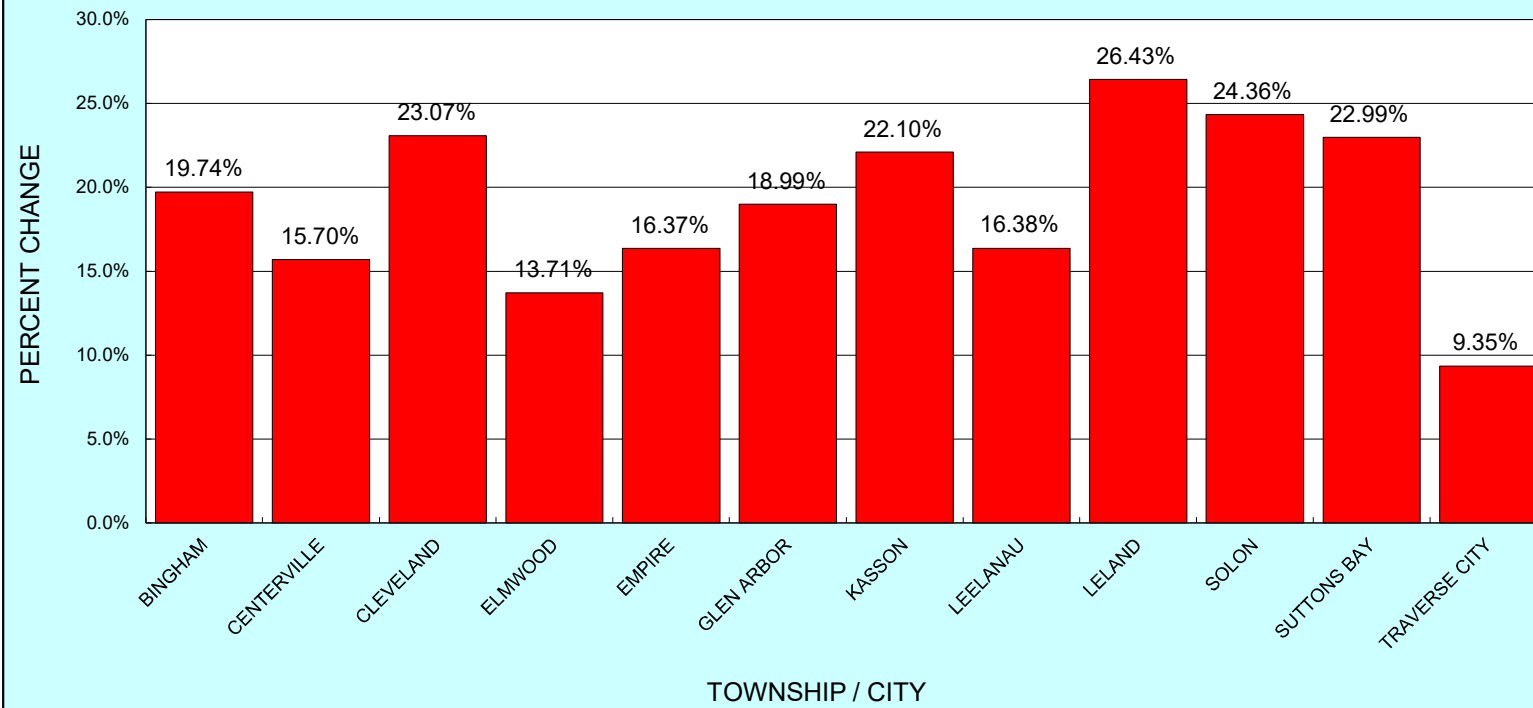
TYPE: ALL

UNIT	CURRENT				PREVIOUS T.C.V.	%CHNG. T.C.V.
	ASSESSMENTS	RATIO	T.C.V.	50% T.C.V.		
BINGHAM	371,249,200	41.52%	894,175,340	447,087,670	746,736,779	19.74%
CENTERVILLE	190,724,200	43.91%	434,362,410	217,181,205	375,431,646	15.70%
CLEVELAND	189,413,900	40.94%	462,715,418	231,357,709	375,970,804	23.07%
ELMWOOD	512,648,500	44.13%	1,161,573,399	580,786,700	1,021,524,008	13.71%
EMPIRE	352,720,000	43.42%	812,347,026	406,173,513	698,100,049	16.37%
GLEN ARBOR	730,459,000	42.14%	1,733,291,763	866,645,882	1,456,656,407	18.99%
KASSON	178,662,900	41.02%	435,583,649	217,791,825	356,742,849	22.10%
LEELANAU	670,242,300	43.14%	1,553,702,788	776,851,394	1,335,078,985	16.38%
LELAND	775,019,700	39.68%	1,953,087,550	976,543,775	1,544,763,622	26.43%
OLON	156,846,900	40.39%	388,365,100	194,182,550	312,292,389	24.36%
SUTTONS BAY	400,421,203	41.32%	969,108,010	484,554,005	787,929,525	22.99%
TRAVERSE CITY	60,382,800	47.08%	128,265,122	64,132,561	117,295,903	9.35%
<b>TOTAL</b>	<b>4,588,790,603</b>	<b>42.00%</b>	<b>10,926,577,575</b>	<b>5,463,288,788</b>	<b>9,128,522,966</b>	<b>19.70%</b>

RECAP OF L - 4018'S

BASE FOR 2023 L - 4023'S

PERCENT CHANGE FROM PREVIOUS YEAR  
TOTAL



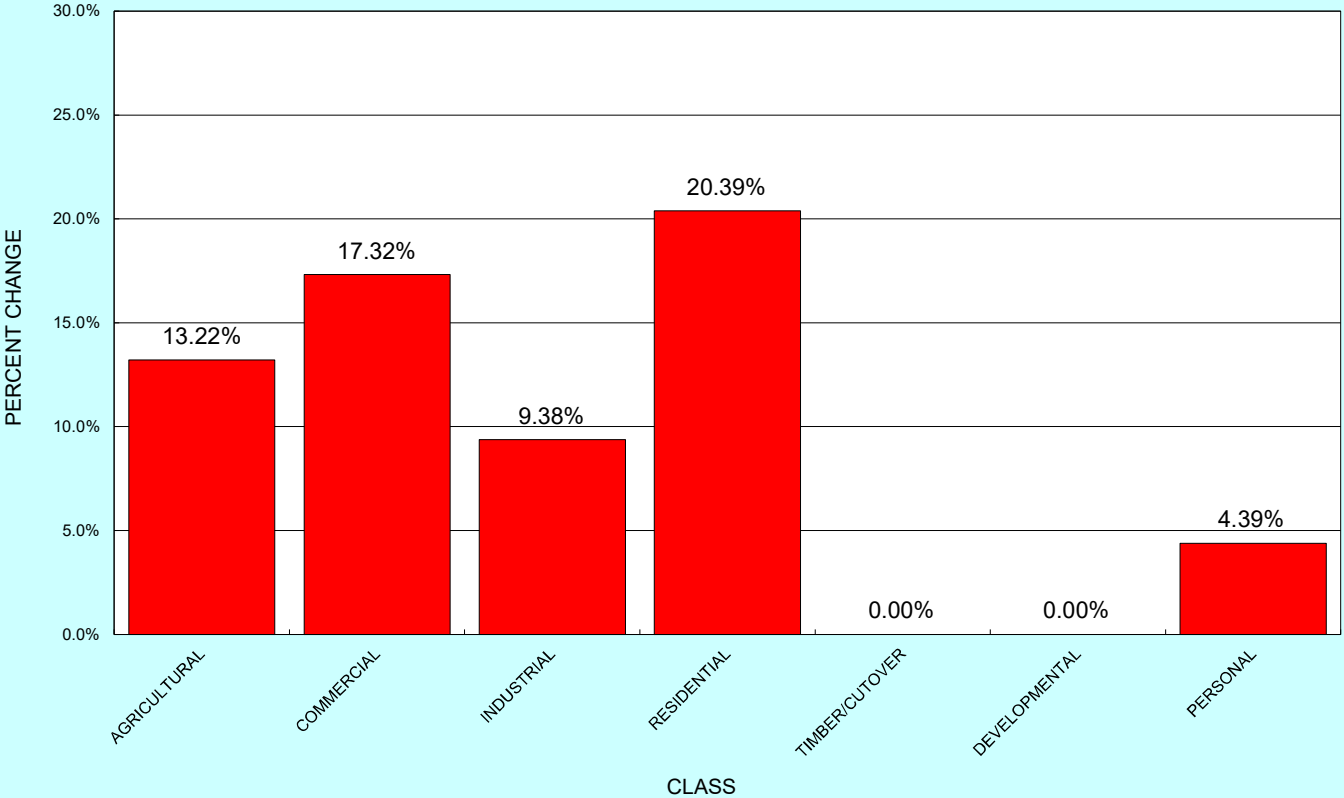
## LEELANAU COUNTY 2022 EQUALIZATION STUDY ALL CLASSES

CLASS: ALL

TYPE: ALL

UNIT	CURRENT				PREVIOUS T.C.V.	%CHNG. T.C.V.
	ASSESSMENTS	RATIO	T.C.V.	50% T.C.V.		
AGRICULTURAL	185,705,508	43.39%	427,997,301	213,998,651	378,038,340	13.22%
COMMERCIAL	212,223,290	43.15%	491,849,687	245,924,844	419,228,470	17.32%
INDUSTRIAL	11,441,900	45.70%	25,037,174	12,518,587	22,890,650	9.38%
RESIDENTIAL	4,111,499,835	41.76%	9,845,853,273	4,922,926,637	8,178,240,686	20.39%
TIMBER/CUTOVER	0	0.00%	0	0	0	0.00%
DEVELOPMENTAL	0	0.00%	0	0	0	0.00%
PERSONAL	67,920,070	50.00%	135,840,140	67,920,070	130,124,820	4.39%
<b>TOTAL</b>	<b>4,588,790,603</b>	<b>42.00%</b>	<b>10,926,577,575</b>	<b>5,463,288,788</b>	<b>9,128,522,966</b>	<b>19.70%</b>

LEELANAU COUNTY  
ALL CLASSES



# STATE TAX COMMISSION

## LEELANAU COUNTY

L-4018R

### 2022 EQUALIZATION STUDY

#### ANALYSIS FOR EQUALIZED VALUATION - REAL PROPERTY

CLASS: REAL

TYPE: ALL

CLASS	ASSESSMENT ROLL CLASSIFICATION			SAMPLE		% RATIO ASSESSMENTS/ APPRAISALS	TRUE CASH VALUE	REMARKS: TYPE OF STUDY FOR EACH CLASS
	ASSESSED	NO.	T.C.V.	ASSESSED				
	VALUE	PARCELS		VALUE				
AGRICULTURAL	185,705,508	129	53,608,040	23,286,800		43.39%	427,997,301	AS/NC
COMMERCIAL	212,223,290	147	94,497,866	41,293,180		43.15%	491,849,687	AS
INDUSTRIAL	11,441,900	67	25,037,174	11,441,900		45.70%	25,037,174	AS/NC
RESIDENTIAL	4,111,499,835	1941	736,660,137	307,384,709		41.76%	9,845,853,273	SS
TIMBER/CUTOVER	0						0	NC
DEVELOPMENTAL	0						0	NC
<b>TOTAL REAL</b>	<b>4,520,870,533</b>	<b>2284</b>	<b>909,803,217</b>	<b>383,406,589</b>		<b>41.90%</b>	<b>10,790,737,435</b>	

SS - Sales Study      CS - Combined Sales      AS - Appraisal Study      ES - Estimated Values (Explain): \_\_\_\_  
 NC - None Classified      & Appraisal Study      AU - Audit  
 NW - New Class      RA - Reappraisal      CT - Class Transfer

Property Class	% of total Assessed Value, Real
AGRICULTURAL	4.11%
COMMERCIAL	4.69%
INDUSTRIAL	0.25%
RESIDENTIAL	90.94%

# STATE TAX COMMISSION

## LEELANAU COUNTY

L-4018P

### 2022 EQUALIZATION STUDY

#### ANALYSIS FOR EQUALIZED VALUATION - PERSONAL PROPERTY

CLASS: PERSONAL

TYPE: ALL

CLASS	ASSESSMENT ROLL CLASSIFICATION			SAMPLE		% RATIO ASSESSMENTS/ APPRAISALS	TRUE CASH VALUE	REMARKS: TYPE OF STUDY FOR EACH CLASS
	ASSESSED	NO. OF	T.C.V.	ASSESSED				
	VALUE	PARCELS		VALUE				
AGRICULTURAL	0	0	0	0	0.00%	0	NC	
COMMERCIAL	19,539,550	1,421	0	0	50.00%	39,079,100	RV	
INDUSTRIAL	2,737,600	24	0	0	50.00%	5,475,200	RV	
RESIDENTIAL	0	0	0	0	50.00%	0	NC	
UTILITY	45,642,920	60	0	0	50.00%	91,285,840	RV	
<b>TOTAL</b>	<b>67,920,070</b>	<b>1,505</b>	<b>0</b>	<b>0</b>	<b>50.00%</b>	<b>135,840,140</b>		

SS - Sales Study      CS - Combined Sale & Appraisal Study  
 NC - None Classified      AU - Audit  
 NW - New Class      RA - Reappraisal      CT - Class Transfer

ES - Estimated Values (Explain): Our Department does not have the staff to do audits and we no longer receive personal property statements for record verification.

2023 LEELANAU COUNTY TENTATIVE EQUALIZATION RATIOS & ESTIMATED CEV MULTIPLIERS

TOWNSHIP OR CITY	101 AG-REAL TENTATIVE		201 COM-REAL TENTATIVE		301 IND-REAL TENTATIVE		401 RES-REAL TENTATIVE		501 TIMBER/CUTOVER TENTATIVE		601 DEVELOPMENTAL TENTATIVE		PERSONAL PROPERTY TENTATIVE	
	RATIO	MULTIPLIER	RATIO	MULTIPLIER	RATIO	MULTIPLIER	RATIO	MULTIPLIER	RATIO	MULTIPLIER	RATIO	MULTIPLIER	RATIO	MULTIPLIER
BINGHAM	44.04%	1.1354	42.98%	1.1634	45.41%	1.1012	41.16%	1.2148	N/C	N/C	N/C	N/C	50.00%	1.0000
CENTERVILLE	44.02%	1.1359	41.44%	1.2066	N/C	N/C	43.92%	1.1385	N/C	N/C	N/C	N/C	50.00%	1.0000
CLEVELAND	45.31%	1.1036	40.17%	1.2448	42.26%	1.1832	40.67%	1.2295	N/C	N/C	N/C	N/C	50.00%	1.0000
ELMWOOD	43.75%	1.1429	42.94%	1.1645	44.51%	1.1233	44.07%	1.1346	N/C	N/C	N/C	N/C	50.00%	1.0000
EMPIRE	43.04%	1.1618	44.70%	1.1186	49.55%	1.0091	43.27%	1.1556	N/C	N/C	N/C	N/C	50.00%	1.0000
GLEN ARBOR	N/C	N/C	43.76%	1.1426	46.88%	1.0667	42.01%	1.1902	N/C	N/C	N/C	N/C	50.00%	1.0000
KASSON	42.84%	1.1672	40.07%	1.2479	45.66%	1.0951	40.52%	1.2340	N/C	N/C	N/C	N/C	50.00%	1.0000
LEELANAU	41.03%	1.2187	41.43%	1.2069	49.09%	1.0186	43.24%	1.1564	N/C	N/C	N/C	N/C	50.00%	1.0000
LELAND	41.71%	1.1988	41.49%	1.2052	43.93%	1.1381	39.47%	1.2668	N/C	N/C	N/C	N/C	50.00%	1.0000
OLON	42.94%	1.1645	45.84%	1.0908	N/C	N/C	39.79%	1.2566	N/C	N/C	N/C	N/C	50.00%	1.0000
SUTTONS BAY	47.25%	1.0583	44.25%	1.1300	40.25%	1.2423	40.60%	1.2316	N/C	N/C	N/C	N/C	50.00%	1.0000
TRAVERSE CITY	N/C	N/C	46.91%	1.0659	N/C	N/C	47.06%	1.0625	N/C	N/C	N/C	N/C	50.00%	1.0000

RATIO: Average ratio of assessed value to true cash value.  
 MULTIPLIER: Multiplier (equalization factor) necessary to raise or lower assessed value to equalized value.  
 EQUALIZED VALUE: Fifty percent (50%) of true cash value.  
 N/C: No parcels in this classification

Publication of this report, with tentative multipliers, does not take into consideration any current reassessment programs being undertaken by the local units to eliminate factors. All assessment changes made at the local level will be considered before the adoption of the final equalization report in April. Boards of Review for the townships have public meetings beginning March 13, 2023. City of Traverse City Board of Review public meetings begin March 13, 2023. Prepared and published in accordance with Act #165 of 1971. Being Section 211.34a of Michigan General Property Tax Law. P.A. 114 of 1979 requires equalization by 7 separate classifications.

Andrew M. Giguere  
 Equalization Director







# EXECUTIVE DOCUMENT SUMMARY

Department: Board of Commissioners	<b>Submittal Dates</b>	
Contact Person: Ty Wessell		<input checked="" type="checkbox"/> Executive Board Session  02/14/2023
Telephone No.: 231-256-9711		
<b>Source Selection Method</b>		
<input type="checkbox"/> Select One	<b>VENDOR:</b> Mnamaadiziwin, Inc.	
<input checked="" type="checkbox"/> Other: 2% Allocation Award		Address/ 8160 N. West Bay Shore Drive Northport, MI 49670
Account Number (Funds to come from): 261-000.000.965.XXX	Phone: 231-313-6922	

Budgeted Amount: _____ \$ 0.00	Contracted Amount: _____ \$ 33,691.49
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Document Description	
<input checked="" type="checkbox"/> Service	<input type="checkbox"/> Other _____

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

The County Board of Commissioners accepted the partial 2% Allocation funding award from the Grand Traverse Band of Ottawa and Chippewa Indians, on behalf of Mnamaadiziwin, Inc., for cultural awareness training during its February 3, 2023, Special Session.

The company's founder, Tanya Raphael, has provided a revised scope of service that reflects the reduced funding (see attached).

Counsel has been contacted to draft a contract similar to those presented to you today on behalf of the Leelanau Christian Neighbors and Child & Family Services.

**Suggested Recommendation:** I move to recommend that the County Board of Commissioners approve entering into an agreement with Mnamaadiziwin, Inc., for cultural awareness training, in an amount not to exceed \$33,691.49, pending counsel review and approval; funds to come from 261.000.000.965.\_\_\_\_\_.

**Mnamaadiziwin, Inc**  
**"Living a Good Life Funding Request"**

**Cultural Programming**

**\$ 18,163**

Summer 2023 - \$9,400

- Ashing corn- Teachings of the traditional way of making Corn soup. This process takes 8hrs to complete. It is important to pass on this knowledge to the community because it is part of our food sovereignty.  
\$ 100 per hour @ 4 sessions x 4 weeks x 2 groups = \$ 3,200
- Pow wow singing and instruction (boys/men & girls/women)- Teaching the basic singing protocols for boys/men and girls/women. It is important to pass on this knowledge to the youth in the community to insure their understanding of singing.  
\$100 per hour @ 2 hours class(groups) x 2 classes per week = \$ 400 x 7 weeks = \$3000.00
- Mini pow wow demonstration /culture exchange – Leelanau County area. Pow wow demonstration will promote cultural awareness and understanding between the native and non-native community. This format allows for participation and discussion about diversity, equity, and inclusion.  
1/day exhibit – culture exchange (dancers, drummers, dignitary) \$2763

Winter 2023- \$ 9,100

- Snow Snake – Teachings of a traditional game of a winter competitive sport. It is important to pass on this knowledge to the community because it includes culture and tradition.  
Snow snake /Snake Track construction & instruction, Award Recognition  
- \$20@ per hour x 20hrs of construction x 4 weeks x 2 constructors = \$3200  
- \$125 per day x 4 days x 2 Support staff = \$1000  
- Give Away/awards - \$1500
- Sugar Bush - It is important to pass on this knowledge to the community because it is part of our food sovereignty.  
- \$125 per day x 4 days x 2 Support staff = \$1000  
- \$100 per hour x 4-hour x 4 weeks (1 day each week) x 2 instructors = \$3200  
- \$ 100 materials

**Training/Conference**

**\$ 8191.49**

The Peacemaking principles can help with healing and handling conflict. It is important for individuals, youth, and adults, to understand themselves to build healthy, thriving communities. Peacemaking concepts support that growth and provide the place to understand those principles so individuals can take that knowledge and utilize it in their daily lives. It is also important for non-native people in the greater community to understand the harms that have been done to certain communities to see how Peacemaking can be used in their agencies, organizations or as activists who are wanting change in their community. Peaceful ways of sharing a message or stating what needs to be changed in their community can bring out others who want conflict or want to dissuade others from their message. Peacemaking principles can be used in the greater community to handle conflict.

The objective of the training and conference would be to provide information and an understanding of historical trauma and how the recent events can create current harms because of the unrest and issues affecting people across the US. There was a place for sharing, expressing pain and anger, and from that healing once everyone could safely express those thoughts and feelings. They also saw that native people benefited from understanding their story, who they are, where they come from, and that historical trauma had caused some of the family dysfunction and chaos they might have experienced. This transcends into the greater community and then disrupts the natural balance of things. Peacemaking can provide more than a temporary solution; it can bring change to conflict and provide a safer way to resolve it when it occurs:

- Peacekeeping- \$1000 per session x 2 trainings x 2 instructors (one male and one female)
- Loss Grief- \$1000 per session x 2 trainings x 2 instructors (one male and one female)
- Historical Trauma/Boarding school -\$1000 per session x 2 trainings x 2 instructors (one male and one female)

**Food** \$4,000

Snacks, drinks and meals for programming events \$8,000

Senior Expo – food sovereignty demonstration

**Office Materials** \$ 3,000

- Office materials and program supplies

**Contractual /Support Staff** \$ 0

\$100 per meeting x 3 staff x 12 months = \$3600

Programming support

\$500 per program x 5 program x 3 staff = \$7500

**Total** \$ 33,354.49

**Administrative Costs local unit (at one percent)** \$ 337.00

**Overall budget Total** \$ 33,691.49



# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Comm. Dev.</u> Contact Person: <u>Trudy Galla</u> Telephone No.: <u>231-256-9812</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board Session 02/14/2023
<b>Source Selection Method</b>	VENDOR: _____  Address/ Phone: _____
<input checked="" type="checkbox"/> Quotation  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____
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Document Description	
<input checked="" type="checkbox"/> Service	<input type="checkbox"/> Other _____

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

This request is to approve two separate agreements for mattress recycling with Bay Area Recycling for Charities (BARC).

The first collection will be held on Friday May 19, and the second will be held on Friday, June 23. Total amount quoted for the two collections is \$4,801 but final cost will be dependent on the number of mattresses collected at each event. BARC conducted the mattress recycling in 2022 and it was a successful and well run event. Each of these collections will take in about 100 mattresses for recycling of the fabric, wood, and foam. Box springs are also accepted.

Leelanau County was awarded a 2% allocation of \$5,000 for mattress recycling and those funds will be put toward the cost of these collections, with the balance paid out of the recycling fund.

**Suggested Recommendation:** I move to recommend that the County Board of Commissioners approve the two mattress recycling agreements with Bay Area Recycling for Charities, with funds to come from the 2% allocation award and the recycling fund (Fund 230).

Department Head Approval: Trudy J. Galla Date: 02/06/2023

## AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (“County”) and **BAY AREA RECYCLING FOR CHARITIES**, whose business address is 466 US 31 South, Traverse City, Michigan 49685 (“Contractor”).

### **RECITALS:**

**WHEREAS**, the County wishes to operate a mattress recycling program (“Program”); and

**WHEREAS**, the purpose of the Program is to collect dry twin, double, queen, king, foam, crib, and futon mattresses; box springs; and pillow tops that must be loaded, transported, processed, and disposed of or recycled using proper techniques (“Services”); and

**WHEREAS**, the Contractor has submitted a proposal on January 30, 2023 to the County to furnish all labor, materials, tools, equipment, permit fees, and services necessary to perform and complete the work the County requires for the Program (“Proposal”); and

**WHEREAS**, the Contractor meets all the licensing and other certifications and authorizations required by federal and state laws and regulations; and

**WHEREAS**, the County accepts the Contractor’s Proposal subject to the terms and conditions of this Agreement.

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

**I. SERVICES TO BE PERFORMED BY THE CONTRACTOR.** The Contractor shall collect, load, transport, process, and recycle dry twin, double, queen, king, foam, crib, and futon mattresses; box springs; and pillow tops collected and stockpiled by County residents in compliance with the Contractor’s Proposal. A copy of said Proposal is attached to this Agreement labeled Attachment A. The attached Attachment A is incorporated by reference into this Agreement and made a part thereof. In the event of a conflict between this Agreement and Attachment A, this Agreement takes precedence.

As part of the Services, the Contractor shall provide all labor, materials, tools, equipment, permit fees, and services necessary to process and transport the collected items generated from the 1 day collection to be held on Friday, May 19, 2023 (time to be determined) at the Government Center (“Collection Site”). This includes providing 1 truck and 2 employees to load and stack the collected items. The County may not reschedule the collection without the prior written consent of the Contractor. The Contractor’s consent will not be unreasonably withheld.

It is expressly understood and agreed by the parties hereto that the County shall have the option to host up to 2 additional collections per year if, in the County’s discretion, there is a sufficient appropriation of funds and enough interest from County residents. The County’s option(s) to continue the Contractor’s Services, as set forth herein, may be exercised only by delivery to the Contractor of written notification of the exercise of the option(s). Any extension of

Services, as set forth herein, shall be subject to all the terms and conditions of this Agreement. Any additional Collection Sites shall be agreed to in writing by the parties.

The primary interface between the Contractor and the County shall be through the Leelanau County Planning and Community Development Department (“Department”). The Department shall be responsible for the coordination of the Contractor’s work at the Collection Site. The Contractor guarantees its performance of the Services required under this Agreement, and shall submit to the personal inspection of such Services by the Department and by such other representative or agent as may be designated by the County.

**II. COMPENSATION.** It is expressly understood and agreed that the total compensation to be paid to the Contractor for the collection of 100 mattresses; administrative costs; transportation, including labor and mileage; and recycling during the Program shall not exceed the sum of \$2,548.00. (See Attachment A.) The parties further understand and agree that the County shall pay, and the Contractor shall receive, \$15.00 per mattress collected in excess of the 100 mattresses initially contemplated in Attachment A. After the Program or any extended collections, the Contractor shall submit an invoice to the County. Invoices, at a minimum, shall list the categories of items collected, the number of units of each item collected, and the total sum due for the collection being billed. The County shall process and pay the Contractor the sum correctly billed to it in accordance with the County’s procedure for payment of Accounts Payable within 30 calendar days after the County has received all of the following:

- A. The invoice stating the Services have been completed on or before the date of invoicing and total sum due.
- B. Verification of said completion from the Inspector(s) (defined below) designated by the County pursuant to Section III of this Agreement.
- C. Before payment of the bill, the County may require that it be provided with proof that the Contractor has paid its employees and any suppliers and/or subcontractors providing materials or performing services under this Agreement.

The work being billed shall be to the satisfaction of the County’s Inspector(s).

**III. EXAMINATION OF EXISTING FACILITY, QUALITY OF WORKMANSHIP, AND INSPECTION OF WORK.** The Contractor shall be responsible for examining the Collection Site’s existing conditions in order to gain full information under which the work is to be carried out. Failure to do so shall in no way relieve the Contractor from the necessity to complete the work without additional cost to the County.

All work done by the Contractor under this Agreement shall be performed in a skillful and workmanlike manner, according to applicable local and State of Michigan codes. The Contractor shall only employ persons who are skilled in the work to be performed. The County may in its sole discretion require the Contractor to remove any worker that the County deems incompetent or careless. The County shall designate the Department and such other individual or individuals it may desire to act as its representative(s) in the inspection of work done by the Contractor under this Agreement (“Inspector(s)”) to ensure that such work is in accordance with the Program’s requirements.



The inspections to be conducted by the Inspector(s) shall include, but not be limited to, inspection of the work completed by the Contractor upon notification from the Contractor of having substantially completed the Services as set forth in Section II of this Agreement. In the event the Inspector(s) discovers that any of the work is not in compliance with the requirements of this Agreement, and applicable laws, ordinances, rules, regulations and codes, or is otherwise defective, he/she/they shall notify the County and the Contractor in writing. The County may, without any additional cost to the County other than that agreed to in Section II, require the Contractor to correct such defects, deviations from, or non-compliance with the requirements of this Agreement, or the requirements of applicable laws, ordinances, rules, regulations and codes prior to compensating the Contractor under this Agreement.

Any inspection(s) by the County shall not relieve the Contractor from any responsibility regarding defects or other failures to meet the requirements of this Agreement.

**IV. WARRANTIES.** The Contractor warrants that it meets all Federal, State and local licensing; certifications; and authorization requirements to perform all the work required by the Program.

**V. CLEANING UP.** The Contractor and its subcontractors shall at all times keep the Collection Site and surrounding area free from accumulation of waste material or rubbish caused by its operations. Complete clean-up and removal of all debris resulting from the Contractor's work is required. The Contractor shall be responsible for paying for and hauling away any debris and waste resulting from the Services. Within 1 hour of the end of the Program, the Contractor shall remove all remaining waste material and rubbish from and about the Collection Site, as well as its tools, equipment, and machinery. If the Contractor fails to clean up during and at the completion of the Services, the County may do so and the cost thereof shall be charged to the Contractor, deducted from the Contractor's invoice.

**VI. PROTECTION OF PERSONS AND PROPERTY.** In addition to its obligations under Section XI of this Agreement, the Contractor shall:

- A. Be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services.
- B. Take all reasonable precautions for safety of, and provide all reasonable protection to prevent damage, injury, or loss to:
  - 1. All its and the County's employees at the Collection Site and all other persons who may be affected thereby.
  - 2. Other property at the Collection Site or adjacent thereto.
- C. Give all notices and comply with all applicable laws, ordinances, rules, and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
- D. Erect and maintain, as required by existing conditions and progress of the Services, all reasonable safeguards for safety and protection, including, but not limited to, posting danger signs and setting up barriers where needed.

- E. Promptly repair or remedy all injury, damage, or loss to any property that is caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under subsection B of this Section.

**VII. COMPLIANCE WITH THE LAW AND OBTAINING PERMITS.** The Contractor and its subcontractors shall:

- A. Comply with all applicable Federal, State, and local laws, ordinances, codes, rules, and regulations.
- B. Secure and pay for all permits and governmental fees, licenses, and inspections necessary for the Services.
- C. Comply with the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, (“OSHA”) and regulations promulgated pursuant thereto. If during the progress of the Program, it is discovered that the Contractor has failed to comply with OSHA, its regulations, or other applicable Federal, State or local laws, ordinances and regulations, the Contractor and its subcontractors shall take such steps as necessary to comply, at no additional cost to the County.
- D. Be held responsible for the safety of their employees and/or volunteers and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the Collection Site under this Agreement.
- E. Submit a Material Safety Data Sheet to the County Administrator’s Office prior to commencement of work if the Contractor or any subcontractor uses any product at the Collection Site which contains any hazardous or injurious ingredients.

Breach of this Section shall be regarded as a material breach of this Agreement, In the event the Contractor, its subcontractors and sub-subcontractors are found not to be in compliance with this subsection, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

**VIII. APPLICABLE LAW AND VENUE.** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Michigan. It is expressly understood and agreed that any legal or equitable action that arises out of or regarding this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and Michigan Court Rules. In the event any action is brought in or moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

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

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to the following: (i) the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; (ii) the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; (iii) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations adopted thereunder; and (iv) the Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

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

**X. INDEPENDENT CONTRACTOR.**

- A. It is expressly understood and agreed that the Contractor, its subcontractors and sub-subcontractors, are independent contractors. The employees, servants, agents, and assigns of the Contractor, its subcontractors or sub-subcontractors shall in no way be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits of the County. The Contractor, its subcontractors and sub-subcontractors shall be responsible for paying all salaries, wages, and other compensation which may be due their employees or agents for performing work under this Agreement and for the withholding and payment of all applicable taxes.
- B. The direction and supervision of the working forces rests exclusively with the Contractor. The County shall not issue any instructions to, or otherwise interfere with the same.

**XI. INDEMNIFICATION AND HOLD HARMLESS.** The Contractor shall, at its own expense, protect, defend, indemnify, and hold harmless the County, and its elected and appointed officers, employees, and agents from all claims, damages, costs, law suits, and expenses that they may incur as a result of any acts, omissions, or negligence of the Contractor or any of its officers, employees, agents, or subcontractors which may arise out of this Agreement. The Contractor's indemnification responsibilities under this Section 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, its officers, employees, and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

**XII. LIABILITY INSURANCE.** The Contractor at all times during the term of this Agreement shall maintain insurance that meets the requirements of Leelanau County's Board of Commissioners Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Attachment B. The attached Attachment B is incorporated by reference into this Agreement and is made a part thereof. The Contractor shall also include an endorsement stating Glen Lake Community Schools and all of its elected and appointed officials, employees and volunteers, boards, commissions, and or/authorities, including employees and volunteers thereof, shall be additional insureds for purposes of this Agreement.

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

any other right, power or privilege. 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. 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.

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

**XV. ASSIGNMENT OR SUBCONTRACTING.** Neither party may assign or subcontract all or a portion of this Agreement without the prior written consent of the other party.

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

**XVII. COMPLETE AGREEMENT.** This Agreement, Attachment A, and Attachment B 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.

**XVIII. AGREEMENT PERIOD.** This Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both parties (“Effective Date”). All Services for the Program including all items on the final punch list shall be completed by no later than December 31, 2023 (“Completion Date”). All obligations of the Contractor set forth in this Agreement which extend to beyond the Completion Date of the work shall survive said completion and remain in full force and effect for the time set for the performance of said obligations.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon 5 calendar days’ prior written notice to the Contractor. In the event this Agreement is prematurely terminated without cause as set forth herein, the Contractor shall be compensated for services completed as of the effective date of termination in accordance with Section II of this Agreement.

**XIX. IRAN LINKED BUSINESS.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an “Iran Linked Business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an “Iran linked business” during the term of this Agreement.

**NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR 2 TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF**

**INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.**

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

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

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR RECYCLING SERVICES.**

**COUNTY OF LEELANAU**

**BAY AREA RECYCLING FOR CHARITIES**

By: \_\_\_\_\_  
Ty Wessel, Chairman  
County Board of Commissioners

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

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

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

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

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

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

By: Courtney A. Gabbara 2/3/2023

N:\Client\Leelanau\Agreements\Bay Area Recycling for Charities\2023 Service Agreement with BARC (Event 1) v2.docx  
Leelanau Co. #22-011E

# **ATTACHMENT A**

Bay Area Recycling for Charities, Inc.  
 466 US Highway 31 S  
 Traverse City, MI 49685-8017  
 231 9950585  
 office@mybarc.org  
 www.mybarc.org

## Estimate



ADDRESS
Trudy Galla Trudy Galla-Planning Director 8527 E Government Center Dr., Suite 108 Suttons Bay, MI 49682

SHIP TO
Trudy Galla Trudy Galla-Planning Director 8527 E Government Center Dr., Suite 108 Suttons Bay, MI 49682

ESTIMATE #	DATE	EXPIRATION DATE
22-1199	01/30/2023	12/31/2023

### SHIP DATE

05/19/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Freight - Industrial</b>	Leelanau County Mattress Recycling Event on 5/19/23 from 5PM-7PM @ The Government Center or Peshawbestown  Freight/Set Up Charge for Mileage from Kaleva MI, to Leelanau County.	128	3.50	448.00
	<b>Industrial Labor</b>	58 miles one-way to Gov. Center or 116 miles roundtrip. 64 miles one-way to Peshawbestown or 128 miles roundtrip.  BARC to provide 2 BARC Workers for labor @ \$60/hr for pick up of Mattresses from Special Event. 2 hour event with 3 hours for drive time. 10 total hours	10	60.00	600.00
	<b>Mattress Recycling-Commercial</b>	BARC to pick up Mattress with Box Truck or Semi Truck: 100 Mattresses used as average number of mattresses recycled. Final invoice will reflect actual number of mattresses recycled.	100	15.00	1,500.00

SUBTOTAL	2,548.00
TAX	0.00
<b>TOTAL</b>	<b>\$2,548.00</b>



# **ATTACHMENT B**

**LEELANAU COUNTY  
BOARD POLICY**

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

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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.

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.

## AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (“County”) and **BAY AREA RECYCLING FOR CHARITIES**, whose business address is 466 US 31 South, Traverse City, Michigan 49685 (“Contractor”).

### **RECITALS:**

**WHEREAS**, the County wishes to operate a mattress recycling program (“Program”); and

**WHEREAS**, the purpose of the Program is to collect dry twin, double, queen, king, foam, crib, and futon mattresses; box springs; and pillow tops that must be loaded, transported, processed, and disposed of or recycled using proper techniques (“Services”); and

**WHEREAS**, the Contractor has submitted a proposal on January 30, 2023 to the County to furnish all labor, materials, tools, equipment, permit fees, and services necessary to perform and complete the work the County requires for the Program (“Proposal”); and

**WHEREAS**, the Contractor meets all the licensing and other certifications and authorizations required by federal and state laws and regulations; and

**WHEREAS**, the County accepts the Contractor’s Proposal subject to the terms and conditions of this Agreement.

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

**I. SERVICES TO BE PERFORMED BY THE CONTRACTOR.** The Contractor shall collect, load, transport, process, and recycle dry twin, double, queen, king, foam, crib, and futon mattresses; box springs; and pillow tops collected and stockpiled by County residents in compliance with the Contractor’s Proposal. A copy of said Proposal is attached to this Agreement labeled Attachment A. The attached Attachment A is incorporated by reference into this Agreement and made a part thereof. In the event of a conflict between this Agreement and Attachment A, this Agreement takes precedence.

As part of the Services, the Contractor shall provide all labor, materials, tools, equipment, permit fees, and services necessary to process and transport the collected items generated from the 1 day collection to be held on Friday, June 23, 2023 (time to be determined) at Glen Lake Community Schools located at 3375 W. Burdickville Road, Maple City, Michigan 49664 (“Collection Site”). This includes providing 1 truck and 2 employees to load and stack the collected items. The County may not reschedule the collection without the prior written consent of the Contractor. The Contractor’s consent will not be unreasonably withheld.

It is expressly understood and agreed by the parties hereto that the County shall have the option to host up to 2 additional collections per year if, in the County’s discretion, there is a sufficient appropriation of funds and enough interest from County residents. The County’s option(s) to continue the Contractor’s Services, as set forth herein, may be exercised only by delivery to the Contractor of written notification of the exercise of the option(s). Any extension of

Services, as set forth herein, shall be subject to all the terms and conditions of this Agreement. Any additional Collection Sites shall be agreed to in writing by the parties.

The primary interface between the Contractor and the County shall be through the Leelanau County Planning and Community Development Department (“Department”). The Department shall be responsible for the coordination of the Contractor’s work at the Collection Site. The Contractor guarantees its performance of the Services required under this Agreement, and shall submit to the personal inspection of such Services by the Department and by such other representative or agent as may be designated by the County.

**II. COMPENSATION.** It is expressly understood and agreed that the total compensation to be paid to the Contractor for the collection of 100 mattresses; administrative costs; transportation, including labor and mileage; and recycling during the Program shall not exceed the sum of \$2,253.00. (See Attachment A.) The parties further understand and agree that the County shall pay, and the Contractor shall receive, \$15.00 per mattress collected in excess of the 100 mattresses initially contemplated in Attachment A. After the Program or any extended collections, the Contractor shall submit an invoice to the County. Invoices, at a minimum, shall list the categories of items collected, the number of units of each item collected, and the total sum due for the collection being billed. The County shall process and pay the Contractor the sum correctly billed to it in accordance with the County’s procedure for payment of Accounts Payable within 30 calendar days after the County has received all of the following:

- A. The invoice stating the Services have been completed on or before the date of invoicing and total sum due.
- B. Verification of said completion from the Inspector(s) (defined below) designated by the County pursuant to Section III of this Agreement.
- C. Before payment of the bill, the County may require that it be provided with proof that the Contractor has paid its employees and any suppliers and/or subcontractors providing materials or performing services under this Agreement.

The work being billed shall be to the satisfaction of the County’s Inspector(s).

**III. EXAMINATION OF EXISTING FACILITY, QUALITY OF WORKMANSHIP, AND INSPECTION OF WORK.** The Contractor shall be responsible for examining the Collection Site’s existing conditions in order to gain full information under which the work is to be carried out. Failure to do so shall in no way relieve the Contractor from the necessity to complete the work without additional cost to the County.

All work done by the Contractor under this Agreement shall be performed in a skillful and workmanlike manner, according to applicable local and State of Michigan codes. The Contractor shall only employ persons who are skilled in the work to be performed. The County may in its sole discretion require the Contractor to remove any worker that the County deems incompetent or careless. The County shall designate the Department and such other individual or individuals it may desire to act as its representative(s) in the inspection of work done by the Contractor under this Agreement (“Inspector(s)”) to ensure that such work is in accordance with the Program’s requirements.

The inspections to be conducted by the Inspector(s) shall include, but not be limited to, inspection of the work completed by the Contractor upon notification from the Contractor of having substantially completed the Services as set forth in Section II of this Agreement. In the event the Inspector(s) discovers that any of the work is not in compliance with the requirements of this Agreement, and applicable laws, ordinances, rules, regulations and codes, or is otherwise defective, he/she/they shall notify the County and the Contractor in writing. The County may, without any additional cost to the County other than that agreed to in Section II, require the Contractor to correct such defects, deviations from, or non-compliance with the requirements of this Agreement, or the requirements of applicable laws, ordinances, rules, regulations and codes prior to compensating the Contractor under this Agreement.

Any inspection(s) by the County shall not relieve the Contractor from any responsibility regarding defects or other failures to meet the requirements of this Agreement.

**IV. WARRANTIES.** The Contractor warrants that it meets all Federal, State and local licensing; certifications; and authorization requirements to perform all the work required by the Program.

**V. CLEANING UP.** The Contractor and its subcontractors shall at all times keep the Collection Site and surrounding area free from accumulation of waste material or rubbish caused by its operations. Complete clean-up and removal of all debris resulting from the Contractor's work is required. The Contractor shall be responsible for paying for and hauling away any debris and waste resulting from the Services. Within 1 hour of the end of the Program, the Contractor shall remove all remaining waste material and rubbish from and about the Collection Site, as well as its tools, equipment, and machinery. If the Contractor fails to clean up during and at the completion of the Services, the County may do so and the cost thereof shall be charged to the Contractor, deducted from the Contractor's invoice.

**VI. PROTECTION OF PERSONS AND PROPERTY.** In addition to its obligations under Section XI of this Agreement, the Contractor shall:

- A. Be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services.
- B. Take all reasonable precautions for safety of, and provide all reasonable protection to prevent damage, injury, or loss to:
  1. All its and the County's employees at the Collection Site and all other persons who may be affected thereby.
  2. Other property at the Collection Site or adjacent thereto.
- C. Give all notices and comply with all applicable laws, ordinances, rules, and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
- D. Erect and maintain, as required by existing conditions and progress of the Services, all reasonable safeguards for safety and protection, including, but not limited to, posting danger signs and setting up barriers where needed.

- E. Promptly repair or remedy all injury, damage, or loss to any property that is caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under subsection B of this Section.

**VII. COMPLIANCE WITH THE LAW AND OBTAINING PERMITS.** The Contractor and its subcontractors shall:

- A. Comply with all applicable Federal, State, and local laws, ordinances, codes, rules, and regulations.
- B. Secure and pay for all permits and governmental fees, licenses, and inspections necessary for the Services.
- C. Comply with the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, (“OSHA”) and regulations promulgated pursuant thereto. If during the progress of the Program, it is discovered that the Contractor has failed to comply with OSHA, its regulations, or other applicable Federal, State or local laws, ordinances and regulations, the Contractor and its subcontractors shall take such steps as necessary to comply, at no additional cost to the County.
- D. Be held responsible for the safety of their employees and/or volunteers and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the Collection Site under this Agreement.
- E. Submit a Material Safety Data Sheet to the County Administrator’s Office prior to commencement of work if the Contractor or any subcontractor uses any product at the Collection Site which contains any hazardous or injurious ingredients.

Breach of this Section shall be regarded as a material breach of this Agreement, In the event the Contractor, its subcontractors and sub-subcontractors are found not to be in compliance with this subsection, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

**VIII. APPLICABLE LAW AND VENUE.** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Michigan. It is expressly understood and agreed that any legal or equitable action that arises out of or regarding this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and Michigan Court Rules. In the event any action is brought in or moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

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



The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to the following: (i) the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; (ii) the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; (iii) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations adopted thereunder; and (iv) the Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

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

**X. INDEPENDENT CONTRACTOR.**

- A. It is expressly understood and agreed that the Contractor, its subcontractors and sub-subcontractors, are independent contractors. The employees, servants, agents, and assigns of the Contractor, its subcontractors or sub-subcontractors shall in no way be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits of the County. The Contractor, its subcontractors and sub-subcontractors shall be responsible for paying all salaries, wages, and other compensation which may be due their employees or agents for performing work under this Agreement and for the withholding and payment of all applicable taxes.
- B. The direction and supervision of the working forces rests exclusively with the Contractor. The County shall not issue any instructions to, or otherwise interfere with the same.

**XI. INDEMNIFICATION AND HOLD HARMLESS.** The Contractor shall, at its own expense, protect, defend, indemnify, and hold harmless the County, and its elected and appointed officers, employees, and agents from all claims, damages, costs, law suits, and expenses that they may incur as a result of any acts, omissions, or negligence of the Contractor or any of its officers, employees, agents, or subcontractors which may arise out of this Agreement. The Contractor's indemnification responsibilities under this Section 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, its officers, employees, and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

**XII. LIABILITY INSURANCE.** The Contractor at all times during the term of this Agreement shall maintain insurance that meets the requirements of Leelanau County's Board of Commissioners Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Attachment B. The attached Attachment B is incorporated by reference into this Agreement and is made a part thereof. The Contractor shall also include an endorsement stating Glen Lake Community Schools and all of its elected and appointed officials, employees and volunteers, boards, commissions, and or/authorities, including employees and volunteers thereof, shall be additional insureds for purposes of this Agreement.

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

any other right, power or privilege. 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. 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.

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

**XV. ASSIGNMENT OR SUBCONTRACTING.** Neither party may assign or subcontract all or a portion of this Agreement without the prior written consent of the other party.

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

**XVII. COMPLETE AGREEMENT.** This Agreement, Attachment A, and Attachment B 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.

**XVIII. AGREEMENT PERIOD.** This Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both parties (“Effective Date”). All Services for the Program including all items on the final punch list shall be completed by no later than December 31, 2023 (“Completion Date”). All obligations of the Contractor set forth in this Agreement which extend to beyond the Completion Date of the work shall survive said completion and remain in full force and effect for the time set for the performance of said obligations.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon 5 calendar days’ prior written notice to the Contractor. In the event this Agreement is prematurely terminated without cause as set forth herein, the Contractor shall be compensated for services completed as of the effective date of termination in accordance with Section II of this Agreement.

**XIX. IRAN LINKED BUSINESS.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an “Iran Linked Business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an “Iran linked business” during the term of this Agreement.

**NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR 2 TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF**

**INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.**

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

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

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR RECYCLING SERVICES.**

**COUNTY OF LEELANAU**

**BAY AREA RECYCLING FOR CHARITIES**

By: \_\_\_\_\_  
Ty Wessel, Chairman  
County Board of Commissioners

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

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

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

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

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

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

By: Courtney A. Gabbara 2/3/2023

# **ATTACHMENT A**

Bay Area Recycling for Charities, Inc.  
 466 US Highway 31 S  
 Traverse City, MI 49685-8017  
 231 9950585  
 office@mybarc.org  
 www.mybarc.org

## Estimate



ADDRESS
Trudy Galla Trudy Galla-Planning Director 8527 E Government Center Dr., Suite 108 Suttons Bay, MI 49682

SHIP TO
Trudy Galla Trudy Galla-Planning Director 8527 E Government Center Dr., Suite 108 Suttons Bay, MI 49682

ESTIMATE #	DATE	EXPIRATION DATE
22-1200	01/30/2023	12/31/2023

### SHIP DATE

06/23/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Freight - Industrial</b>	Leelanau County Mattress Recycling Event on 6/23/23 from 4PM-6PM at Glen Lake Community School  Freight/Set Up Charge for Mileage from Kaleva MI, to Leelanau County.  39 miles one-way to Glen Lake Community School or 78 miles roundtrip.	78	3.50	273.00
	<b>Industrial Labor</b>	BARC to provide 2 BARC Workers for labor @ \$60/hr for pick up of Mattresses from Special Event. 2 hour event with 4 hours for drive time. 8 total hours	8	60.00	480.00
	<b>Mattress Recycling-Commercial</b>	BARC to pick up Mattress with Box Truck or Semi Truck: 100 Mattresses used as average number of mattresses recycled. Final invoice will reflect actual number of mattresses recycled.	100	15.00	1,500.00

SUBTOTAL	2,253.00
TAX	0.00
<b>TOTAL</b>	<b>\$2,253.00</b>

# **ATTACHMENT B**

**LEELANAU COUNTY  
BOARD POLICY**

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

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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.

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

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Comm. Dev.</u> Contact Person: <u>Trudy Galla</u> Telephone No.: <u>231-256-9812</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; background-color: #cccccc;">Submittal Dates</th> </tr> <tr> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td>Executive Board Session</td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px;">02/14/2023</td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/>	Executive Board Session	02/14/2023	
Submittal Dates							
<input checked="" type="checkbox"/>	Executive Board Session						
02/14/2023							
<b>Source Selection Method</b>							
<input type="checkbox"/> Select One  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	<b>VENDOR:</b> _____  Address/ Phone: _____						

Budgeted Amount: <u>\$ 20,000.00</u>	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Amendment	<input type="checkbox"/> Other _____

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

This request is for approval of a Contract Amendment for ERG to continue tire recycling services in Leelanau County for 2023: a collection on Friday, May 19 and a second collection on Friday, June 23. There is \$20,000 budgeted for these events and the county was recently awarded \$10,000 in 2% funds for tire recycling. Residents will also continue to pay the \$1.00/tire fee for tires brought in for recycling.

**Suggested**

**Recommendation:**

I move to recommend that the County Board of Commissioners approve the Contract Amendment with ERG for two tire recycling events in 2023, with a cost not to exceed \$10,000 per event and funds to come from the 2% award and the recycling fund (Fund 230).

Department Head Approval: \_\_\_\_\_

*Trudy J. Galla*

Date: 02/06/2023

## AMENDMENT NO. 2

**THIS AMENDMENT NO. 2**, made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and **ERG ENVIRONMENTAL SERVICES**, whose business address is 1340 Merriman, Suite 200, Livonia, Michigan 48140 (hereinafter referred to as the “Contractor”), amends the Agreement (hereinafter referred to as the “Agreement”) entered into on May 18, 2019, as amended by Amendment No. 1.

1. Section I. Services to be Performed by the Contractor, pages 1-2, of the above-stated Agreement shall be amended to read as follows:

**I. SERVICES TO BE PERFORMED BY THE CONTRACTOR.** The Contractor shall collect, load, transport, process, and recycle scrap tires collected and stockpiled by County residents consistent with the specifications set forth in the Scope of Work, pages 10 and 11 of the County’s Request for Proposals (RFP-LCAO-2019-004) (hereinafter referred to as a “RFP”). A copy of said RFP is attached to this Agreement labeled Attachment A. The attached Attachment A is incorporated by reference into this Agreement and is made a part thereof.

The Contractor shall provide all equipment, materials, machinery, vehicles, and labor necessary to process and transport the scrap tires generated from the scrap tire collections to be held on Friday, May 19, 2023 at the Government Center and Friday, June 23, 2023 at Glen Lake Community Schools located at 3375 W. Burdickville Road, Maple City, Michigan 49664 (hereinafter referred to as the “Collection Site”) from 5:00 p.m. to 7:00 p.m. (EST). The County may not reschedule the Program without the prior written consent of the Contractor. The Contractor’s consent will not be unreasonably withheld.

The primary interface between the Contractor and the County shall be through the Leelanau County Planning and Community Development Department. The Leelanau County Planning and Community Development Department shall be responsible for the coordination of the Contractor’s work at the Collection Site. The Contractor guarantees its performance of the Services required under this Agreement, and shall submit to the personal inspection of such Services by the Department and by such other representative or agent as may be designated by the County.”

2. Section XVIII. Agreement Period, page 8, of the above-stated Agreement shall be amended to read as follows:

**XVIII. AGREEMENT PERIOD.** This Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both parties (hereinafter referred to as the “Effective Date”). All Services for the Program including all items on the final punch list shall be completed by no later than thirty (30) calendar days following the Program (hereinafter referred to as the “Completion Date”).

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

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon five (5) calendar days' prior written notice to the Contractor. In the event this Agreement is prematurely terminated without cause (i.e., for reasons other than the Contractor's breach of the terms of this Agreement) as set forth herein, the Contractor shall be compensated for services completed as of the effective date of termination in accordance with Section II of this Agreement."

3. Section XXII. Extension of Agreement Period, page 9, of the above-stated Agreement shall be added to read as follows:

**“XXII. EXTENSION OF AGREEMENT PERIOD.** This Agreement may be extended for up to one (1) additional one (1) year term by mutual written agreement by the parties. This option shall be exercised by written notice to the County, given not less than sixty (60) calendar days prior to the expiration of the original term, stating the desire to have the Agreement's terms extended. If the Agreement is extended, all terms and conditions set forth in this Agreement shall remain in full force and effect.”

4. All other terms and conditions contained in the above-stated Agreement shall remain in full force and effect except as modified herein. This Amendment No. 2 shall become effective on the date in which it is fully signed by the authorized representatives of both parties.

5. The persons signing this Amendment No. 2 on behalf of the parties to the above-stated Agreement, as amended by Amendment No. 1, certify by their signatures that they are duly authorized to sign this Amendment No. 2 to the Agreement, as amended by Amendment No. 1, on behalf of the parties and that this Amendment No. 2 has been authorized by the parties.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR SCRAP TIRE RECYCLING SERVICES.**

**COUNTY OF LEELANAU**

**ERG ENVIRONMENTAL SERVICES**

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

Ty Wessel, Chairman  
County Board of Commissioners

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

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

(Signature)

Name: \_\_\_\_\_

(Print or Type)

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

(Print or Type)

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

APPROVED AS TO FORM FOR COUNTY OF LEELANAU  
COHL, STOKER & TOSKEY, P.C.  
By: COURTNEY A. GABBARA  
On: February 6, 2023

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Comm. Dev.</u> Contact Person: <u>Trudy Galla</u> Telephone No.: <u>231-256-9812</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; background-color: #cccccc;">Submittal Dates</th> </tr> <tr> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td>Executive Board Session</td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px;">02/14/2023</td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/>	Executive Board Session	02/14/2023	
Submittal Dates							
<input checked="" type="checkbox"/>	Executive Board Session						
02/14/2023							
<b>Source Selection Method</b>	<b>VENDOR:</b> _____  Address/ Phone: _____						
<input type="checkbox"/> Select One  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>101-645-400</u>							

Budgeted Amount: <u>                  \$ 3,000.00                  </u>	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Out of state travel</u>

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

This request is for out of state travel for Senior Planner Gail Myer to attend the American Planning Association (APA) National Conference in Philadelphia April 1-4. This request was included in the 2023 Budget for travel and education. The policy for out of state travel requires all requests come before the County Board for approval.

This conference covers such things as: housing, zoning, new technology, county planning, small town & rural planning, federal programs and grants, transportation, etc. Myer will be attending numerous sessions and will prepare a follow-up summary of the conference. This would be the second conference attendance for Myer and it is a great way to meet fellow planners, elected and appointed officials, and gather new information and training which will be beneficial in her position as Senior Planner.

Estimated costs:

Registration: \$ 850 (includes 1 ticketed event)  
 Hotel: \$1,095 (may be less depending on flight schedule for departure)  
 Flight: \$ 600  
 Misc: \$ 250 (taxi, meals, snacks)  
 Estimated TOTAL: \$2,795

Website for conference: [www.planning.org/conference](http://www.planning.org/conference)

**Suggested**

**Recommendation:**

I move to recommend that the County Board of Commissioners approve travel for Senior Planner Gail Myer to attend the April 2023 American Planning Association conference in Philadelphia, with funds to come from the Planning Department Budget (101-645-400), and not to exceed \$3,000.

Department Head Approval: \_\_\_\_\_

*Trudy J. Galla*

Date: 02/06/2023

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Comm. Dev.</u> Contact Person: <u>Trudy Galla, Director</u> Telephone No.: <u>231-256-9812</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board Session 02/14/2023
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>Revize</u>  Address/ <u>150 Kirts Blvd</u> <u>Troy, MI 48084</u> Phone: <u>248-269-9263</u>
<input checked="" type="checkbox"/> Bid  <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>Fund 636</u>	

Budgeted Amount: <u>\$ 50,000.00</u>	Contracted Amount: <u>44,600</u>
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Document Description	
<input checked="" type="checkbox"/> Professional Service	<input type="checkbox"/> Other _____

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

On August 24, 2022, Leelanau County posted a Request for Proposals (RFP) for Website Design, Development & Maintenance on the Michigan Intergovernmental Trade Network (MITN) website, as well as the county website. Proposals were due October 27. Seventy-three (73) companies downloaded the Proposal and thirteen (13) companies submitted a Proposal by the October deadline.

A website committee was set up in 2022 and led by Planning Director Trudy Galla. This committee also included the County Administrator, Executive Assistant, County Clerk, Senior Services Director, Equalization Director and IT Technician. The committee met twice to review proposals and then selected 4 of the 13 firms to interview via Zoom. Following the interviews and reference checks, the committee met and unanimously selected Revize as the firm to recommend to the County Board for a contract to redesign the county website.

A sample contract agreement had been developed by Corporate Counsel and included in the RFP for all respondents to review. If the County Board agrees to a contract with Revize, the Revize proposal will be sent to Corporate Counsel with a request to prepare the final contract.

The Revize proposal is for \$44,600 which includes hosting the site, and training. The 2nd year is \$6,900. (With a minimum 3-year contract, Revize also offers payments of 1/3 of the total each year.) Three pages from the Proposal are attached for reference: Timeline, and Cost Proposal. *The full Proposal is available for review, upon request.*

**Suggested Recommendation:** Motion to recommend that the County Board of Commissioners enter into a contract agreement with Revize for a total cost of \$44,600 for Website Design, Development & Maintenance, subject to review by Corporate Counsel. Cost to come from Fund 636 Data Processing Fund, 636.000.000.970.000.

Department Head Approval: Trudy J. Galla Date: 01/23/2023

**Leelanau County Brownfield Redevelopment Authority**  
**Grant Consultant**  
*RFQP-LCBRA-2022-01*

Bids Due: **Wednesday, January 4, 2023 @ 4:00 p.m.**

Bid Opening: **Wednesday, January 4, 2023 @ 4:05 p.m.**

Opened by: Chet Janik

Present: Jared Prince, Laurel Evans

Recorded by: Jennifer Zywicki

	<b>Bidder</b>	<b>Amount</b>	<b>Comments</b>
1	<b>Shoryuken LLC</b> 856 Saint Clair Ave. Grosse Pointe, MI 48230	<b>\$19,125</b>	<i>Note: d/b/a as BrainJar, LLC</i>
2	<b>Jesse James Creative</b> 131 W 24th St New York, NY 10011	<b>\$56,500</b>	<i>Note: also offers site hosting and server maintenance at \$500/mo.</i>
3	<b>Revize</b> 150 Kirts Blvd. Troy, MI 48084	<b>\$44,600</b>	<i>Note: second year and onward investment, \$6,900/yr.</i>
4	<b>CivicPlus, LLC</b> 302 S 4 <sup>th</sup> Street, Suite 500 Manhattan, KS 66502	<b>\$30,176.69</b>	<i>Note: year 2+: \$7,313.25 annually, + 5% tech uplift; opt. enhancements, p. 35</i>
5	<b>CueCamp, LLC</b> PO Box 902 Naperville, IL 60566	<b>\$36,000</b>	Optional Theme purchase, 1x cost of \$49-\$99
6	<b>Acuta Digital, Inc.</b> 447 Broadway, Floor 2 New York, NY 10013	<b>\$53,700 to \$78,900</b>	<i>Note: A separate website maintenance plan(s) are offered</i>
7	<b>Q+M</b> 320 S. Main St., Suite A Ann Arbor, MI 48104	<b>\$56,000</b>	<i>Note: hosting and 5-year mini update costs are listed separately</i>
8	<b>Planeteria Media</b> 100 Stony Point Rd. #240 Santa Rosa, CA 95401	<b>\$85,150</b>	<i>Note: Other separated costs incl. maintenance, hosting, and other services and add-ons</i>
9	<b>GHD Services, Inc.</b> 302 S 4 <sup>th</sup> Street, Suite 500 Manhattan, KS 66502	<b>\$18,905</b>	<i>Note: price does not include optional services</i>
<b><i>Four other bids arrived after the deadline and were ultimately not considered</i></b>			

# Timeline

Phase	Duration
Phase 1: Initial Meeting, Communication Strategy, SOW	3 Weeks
Phase 2: Discovery & Design	5 Weeks
Phase 3: HTML Template Development	3 Weeks
Phase 4: CMS Integration & Module Setup	4 Weeks
Phase 5: Custom Development & Quality Assurance Testing (Ongoing)	2 Weeks (Overlaps with Remaining Phases)
Phase 6: Sitemap Development / Content Migration	2-4 Weeks
Phase 7: Content Editor and Web Administrator Training on your new website, final content changes and Go Live preparation	2 Weeks
Phase 8: Go Live	1 Week
Go-Live (Average)	16-21 Weeks



### Did you know?

The project planning process is designed to fit your needs. We will adapt our timeline if your schedule requires.



## e) Cost Proposal and Compensation

**Phase 1: Project Planning and Analysis, SOW** **\$2,500**

**Phase 2: Design Mockups/Wireframes -** **\$9,500**

One concept, unlimited rounds of changes, home page template and inner page design and layout, includes Responsive Web Design for great viewing on any size handheld internet viewing device complete with pictures and no need to zoom in on the text!

**Phase 3 & 4: Revize HTML Development & CMS Integration-** **\$13,200**

Set-up all CMS modules listed on the following page with linking to any additional 3rd party web application. You also receive all updates to all CMS modules for the life of your Revize relationship. And you own the technology, design and content!

**Phase 5: QA Testing & Custom Development** **\$1,900**

**Phase 6: Site map development and content migration** **\$7,700**

Best practices migration according to new sitemap including spell checking and style corrections – Full Migration of all webpages and documents

**Phase 7: Content editing and site administration training** **\$2,900**

**Phase 8: Go live!** **Included**

Annual tech support, CMS software updates (unlimited users), and website health checks. website hosting included (Unlimited storage space): **\$6,900**

**Grand Total (1st year)** **\$44,600**

**Second year and onward investment** **\$6,900/year**

## Payment Options

**Revize provides a free website redesign during year four of service!**

### Optional Payment Plan - The Revize Client First Plan

The Revize Client First Plan offers local governments an alternative payment plan that makes it easier to purchase a new website on your budget and spreads the one-time project design and development costs over a longer period of time.

Through a minimum three-year contract, The Revize Client First Plan dramatically lowers the one-time project development and start-up costs of launching a new website. What Revize does is combine the one-time and recurring fees and spreading them over the life of the contract. And because we value our continuing relationships with our customers, those who extend their contract beyond the three-year minimum will receive a redesign at the end of their fourth year with Revize Free of Charge.

### Optional Payment Plan - Three Year Payment Breakdown - Interest Free

<b>Year 1:</b>	1/3 <sup>rd</sup> of project costs + Annual Hosting, Support, Maintenance
<b>Year 2:</b>	1/3 <sup>rd</sup> of project costs + Annual Hosting, Support, Maintenance
<b>Year 3:</b>	1/3 <sup>rd</sup> of project costs + Annual Hosting, Support, Maintenance
<b>Year 4:</b>	Annual Hosting, Support, Maintenance (Optional) Includes Free Redesign

**Commissioner Appointments to Boards, Commissions, Committees, and Authorities - *APPROVED: 1/3/2023* ; rev. 1/17/2023**

Name of Board	# Comm. Req. to Serve	2022 Appointments	2023 Appointments	# of Years on Board	Notes
<b>9-1-1 Advisory</b> (Board Chairman or designee); Meets on the first Thursday of every month @ 8 a.m./EOC		W. Bunek/T. Wessell	T. Wessell	1	
<b>Bay Area Transportation Authority (BATA)</b> Last Wednesday of each month at 9 a.m.; sites vary		R. Robbins/G. Allgaier	J. Kramer	1	Comm. Appt. not required
<b>BLDHD Board of Health</b> Fourth Thursday every other month, alternating sites in Benzie/Leelanau Cos.	2	Patricia Soutas-Little	G. Allgaier	1	
<b>BLDHD Board of Health</b> Fourth Thursday every other month, alternating sites in Benzie/Leelanau Cos.	2	W. Bunek/T. Wessell	T. Wessell	1	
<b>BLDHD Environmental Health BOA</b> Meets as necessary	1	Gwenne Allgaier	D. Rexroat	1	
<b>Brownfield Redevelopment Authority (BRA)</b> Third Tuesday of the month, 9:30 a.m./Government Center		Lois Bahle	G. Allgaier	1	Comm. Appt. not required
<b>Community Corrections</b> Meets as necessary	1	Debra Rushton	J. O'Rourke	1	
<b>Juvenile Justice Detention Center Committee</b>		n/a	G. Allgaier		
<b>Juvenile Justice Detention Center Committee</b>		n/a	J. O'Rourke		
<b>Land Bank Fast Track Authority (LBA)</b> Third Tuesday of the month, 9:00 a.m./Government Center	1	Lois Bahle	G. Allgaier	1	
<b>Leelanau County Family Coord. Council (LCFCC)</b> First Tuesday, 1:45 p.m., sites vary		Rick Robbins	J. O'Rourke	1	Comm. Appt. not required
<b>Networks Northwest</b> Meets on the second Monday of e/o month beginning in February, 6 p.m., MI Public Works	1	Patricia Soutas-Little	D. Rexroat	1	
<b>Northern Lakes Comm. Mental Health (CMH)</b> Third Thursday of the month at 2:30, sites vary	1	Ty Wessell	T. Wessell	9	
<b>Northwest MI Comm. Action Agcy. (NMCAA)</b> Third Thursday of the month, 12:30 p.m., except July		Gwenne Allgaier	J. Kramer	1	Ansorge Citizen Appointee, 2013-16
<b>Northwest Regional Airport Authority (NRAA)*</b> Last Tuesday of the month at 3 p.m., Cherry Capital Airport	2	Debra Rushton**	J. O'Rourke	1	
<b>Northwest Regional Airport Authority (NRAA)*</b> Last Tuesday of the month at 3 p.m., Cherry Capital Airport	2	W. Bunek <sup>§</sup>		2	Bunek transitioned to Citizen Appointee
<b>Parks and Recreation Commission (Parks &amp; Rec)</b> Third Wednesday of the month at 3 p.m./Gov't. Center	Up to 3	Melinda Lautner	M. Lautner	21	
<b>Parks and Recreation Commission (Parks &amp; Rec)</b> Third Wednesday of the month at 3 p.m./Gov't. Center	Up to 3	Rick Robbins	K. Ross	1	
<b>Planning Commission (PC)</b> Fourth Tuesday of the month, 5:45 p.m./Government Center	1	Melinda Lautner	M. Lautner	5	
<b>Solid Waste Council (SWC)</b> Quarterly on the first Tuesday of the month at 1:00 p.m./Government Center		Melinda Lautner /Lois Bahle	K. Ross	1	Comm. Appt. not required
<b>Substance Abuse Prevention Coalition</b> Mo., every first Friday at 9:00 a.m., alternating between GTB/Govt Cent		Debra Rushton	J. O'Rourke	1	
<b>Substance Abuse Prevention Coalition</b> Mo., every first Friday at 9:00 a.m., alternating between GTB/Govt Cent		Gwenne Allgaier	J. Kramer	1	

**Standing Committees**

Boards and Commissions Review	Committee of the Whole				
<b>Building &amp; Grounds</b>		P. Soutas-Little, D. Rushton	M. Lautner, D. Rexroat		
<b>Building Safety</b>		R. Robbins, P. Soutas-Little	D. Rexroat, T. Wessell		
<b>Finance/Audit</b>	Committee of the Whole				
<b>Leland Dam Authority;</b> 1 Comm., Drain Comm, 1 Rd. Comm., 2 citizens - 1 Riparian, 1 with Engineering background		n/a	K. Ross		
<b>Senior Services Advisory</b>		L. Bahle, G. Allgaier, R. Robbins	G. Allgaier, J. Kramer		
<b>Union Negotiations</b>		T. Wessell, M. Lautner	Wessell/Lautner^		

\*Transitioned from Northwestern Regional Airport Commission

\*\*2-year appointment approved 1/19/2021

§ appointment

^ Chairman/Vice-Chairman assignment; Commissioner Lautner to sit in for 2023

**Suggested Revisions**

# NORTHERN MICHIGAN COUNTIES ASSOCIATION

## NMCA 2023-24 COUNTY INFORMATION SHEET

Leelanau County

The following persons should be placed on the NMCA membership list for years 2023-24 from our county:

**COUNTY DELEGATE:**

(name) \_\_\_\_\_

(home phone #) \_\_\_\_\_

(cell phone #) \_\_\_\_\_

(e-mail address) \_\_\_\_\_

**ALTERNATE DELEGATE:**

(name) \_\_\_\_\_

(home phone #) \_\_\_\_\_

(cell phone #) \_\_\_\_\_

(e-mail address) \_\_\_\_\_

Please list others you would like to have receive the monthly agendas and minutes. In addition, please designate a primary contact person in your county. Typically, this would be the county administrator, clerk, or board secretary.

**COUNTY ADMINISTRATOR/CONTROLLER/ETC:**

(primary contact)      yes  no

(name) Deborah Allen

(title) Administrator

(office phone #) 231-256-8100

(cell phone #) 231-866-1077

(e-mail address) dallen@leelanau.gov

**OTHER (clerk, secretary, etc.):**

(primary contact)      yes  no

(name) Laurel Evans

(title) Executive Assistant

(office phone #) 231-256-9711

(cell phone #) \_\_\_\_\_

(e-mail address) levans@leelanau.gov

Please note: home and cell numbers are especially useful in case of inclement weather.

Please return by **January 20, 2023** to:

Attn: NMCA 2023 Set-up Sheet  
John Amrhein  
Grand Traverse MSU Extension  
520 West Front St., Suite A  
Traverse City, MI 49684  
Email: [amrhein@msu.edu](mailto:amrhein@msu.edu)

**BOARD OF COMMISSIONERS**

**Jamie Kramer**, District #1  
**James S. O'Rourke**, District #2  
**Douglas Rexroat**, District #3  
**Ty Wessell**, District #4  
**Kama Ross**, District #5  
**Gwenne Allgaier**, District #6  
**Melinda C. Lautner**, District #7



**Deborah Allen**, County Administrator

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

**LEELANAU COUNTY RESOLUTION #2023-\_\_\_\_\_**

**RESOLUTION TO RESTRUCTURE THE COMPOSITION OF THE LELAND DAM AUTHORITY,  
AND TO DELEGATE THE POWERS AND DUTIES FOR THE MAINTENANCE  
OF THE NORMAL LAKE LEVEL OF LAKE LEELANAU AND OF THE LELAND DAM  
TO THE LELAND DAM AUTHORITY AS RESTRUCTURED**

**WHEREAS**, in 2004, the Leelanau County Board of Commissioners adopted Resolution #2004-007, in which the County Board established the Leland Dam Authority, and delegated to the Leland Dam Authority the powers and duties for the maintenance of the normal lake level of Lake Leelanau and of the Leland Dam, pursuant to MCL 324.30702(2); and

**WHEREAS**, the Leland Dam Authority was initially comprised of four (4) members, being the elected County Drain Commissioner and the three (3) members of the County Board of Public Works; and

**WHEREAS**, the County Board of Public Works was comprised of the three (3) members of the Leelanau County Board of County Road Commissioners ("Road Commission"); and

**WHEREAS**, in 2018, the County Board of Commissioners by separate Resolutions (a) expanded the composition of the Road Commission from three (3) members to five (5) members, effective January 1, 2019, and (b) expanded the composition of the County Board of Public Works to include the five (5) members of the Road Commission, effective January 1, 2019; and

**WHEREAS**, in 2018, the County Board of Commissioners expanded and reestablished the Leland Dam Authority as a six-member body, consisting of the elected Drain Commissioner, and the five (5) members of the County Board of Public Works, effective January 1, 2019; and

**WHEREAS**, the County Board of Commissioners desires to restructure the composition of the Leland Dam Authority as a five-member body, effective January 1, 2023; and

**WHEREAS**, the County Board of Commissioners desires to delegate the powers and duties for the maintenance of the normal lake level of Lake Leelanau and of the Leland Dam to the Leland Dam Authority, as restructured, effective January 1, 2023.

**NOW, THEREFORE, BE IT RESOLVED**, pursuant to Part 307 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, the Board of Commissioners restructures and reestablishes the Leland Dam Authority as a five-member body, consisting of the elected Drain Commissioner, one (1) member of the County Board of Commissioners, one (1) member of the Road Commission, to serve ex-officio during their term of office, and two (2) at-large members to serve three-year terms, with priority to be given to (a) an individual with an engineering background, and (b) a Lake Leelanau riparian landowner, effective January 1, 2023; and

**BE IT FURTHER RESOLVED**, that the County Board of Commissioners hereby appoints the following individuals to serve on the Leland Dam Authority, commencing on January 1, 2023:

1. The Leelanau County Drain Commissioner
2. A Commissioner of the County Board of Commissioners
3. A Commissioner of the County Road Commission
4. \_\_\_\_\_
5. \_\_\_\_\_

**BE IT FURTHER RESOLVED**, that any member of the County Board of Commissioners or of the County Road Commission appointed to the Leland Dam Authority shall cease to hold office as a member of the Leland Dam Authority immediately upon vacating the office of County Commissioner or Road Commissioner; and

**BE IT FURTHER RESOLVED**, that upon its initial meeting, the newly restructured Leland Dam Authority shall elect from its membership a Chairman, a Vice-Chairman, a Secretary, and other officers as it considers necessary, which officers shall hold office until the following January, and until their successors are elected and qualified; and

**BE IT FURTHER RESOLVED**, that the Leelanau County Treasurer shall be the Treasurer of the restructured Leland Dam Authority; and

**BE IT FURTHER RESOLVED**, that pursuant to MCL 324.30702(2) and effective January 1, 2023, the restructured and reestablished Leland Dam Authority is the County's delegated authority for the maintenance of the normal lake level of Lake Leelanau, and the maintenance of the Leland Dam, with all of the powers and duties necessary to comply with the requirements of Part 307 of the NREPA, including but not limited to the computation of the costs for the normal lake level project, the holding of special assessment hearings, and the preparation and approval of a special assessment roll; and

**BE IT FURTHER RESOLVED**, that the compensation for the members of the Leland Dam Authority shall be fixed by the County Board of Commissioners; and

**BE IT FURTHER RESOLVED**, that all resolutions and parts of resolutions insofar as they conflict with this Resolution are hereby repealed.

MOVED:

SECONDED:

CARRIED:

STATE OF MICHIGAN )  
COUNTY OF LEELANAU )

CERTIFICATION

I, the undersigned, the duly qualified Clerk of Leelanau County, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Leelanau County Board of Commissioners at its regular meeting held on the \_\_\_ day of \_\_\_\_\_, 2023.

---

Michelle L. Crocker, Leelanau County Clerk





**From:** [Rebekah TenBrink](#)  
**To:** [Laurel Evans](#)  
**Subject:** List of items with purposes  
**Date:** Friday, December 30, 2022 11:44:07 AM

---

Hi Laurel,

Here are the descriptions!

- Headlamps: to bring on outdoor trips at nighttime
- Self-care cards: to give to/share with students in moments of crisis or stress
- Fidget track cube: to give to students as prizes for completing surveys or participating in alternative activities or to give to students with attention-deficit disorders
- Candles: to give to students as prizes for completing surveys or participating in alternative activities
- Filing cabinet: office need for Coalition chair/LIFT staff
- YETI ramblers: to give to students as prizes for completing surveys or participating in alternative activities
- Medicine lockbox: to have at LIFT
- Camera: to utilize in a Natural High project where students take portraits of themselves with their own "natural high" as an awareness effort
- T-shirts: to give to students participating in LIFT alternative activities
- Stress balls: to give to students alongside information on substance misuse, such as vaping
- Notebooks: to give to students as a tool for self-care and mental/behavioral health
- Stickers: to give to students participating in LIFT alternative activities or to have at tables at various events/conferences that highlight substance misuse prevention with teens
- Studio equipment: to utilize in a Natural High project where students take portraits of themselves with their own "natural high" as an awareness effort

It may be worthwhile reminding Laurel that you and Chet sat down and decided to allocate last year's surplus funds in support of LIFT's activities in recognition of the fact that much of our programming serves as alternative activities for youth. I think a description of your Portrait Project for Natural High would be great too!

Let me know if you need anything else from me.

Audrey

P.S. I kept the filing cabinet on there because the money is there and it better suits what I'm looking for (i.e. just a rolling storage place for a rolling 12 months of financials), but feel free to take it off if you think it will just become a point of contention.

--



Audrey Sharp  
Associate Director  
231-313-5803

[www.liftyouthsb.com](http://www.liftyouthsb.com) | [www.thecentersb.com](http://www.thecentersb.com)

--

Rebekah TenBrink  
LIFT TEEN CENTER  
Director  
PO Box 527  
Suttons Bay, MI 49682  
616.405.0006

All ▾ Enter keyword or product number

Janitorial & Sanitation supplies ▶


Departments Business Savings Event Black-Owned Businesses

EN

Hello, Leelanau  
Account for Leelanau County

Try  
Business Prime

99+



**Leelanau, don't forget to check out with Pay by Invoice.**  
The purchasing line that lets you buy now and pay later.

## Shopping Cart

Price

Part of your order qualifies for **FREE Shipping**. Choose this option at checkout. [See details](#)



**Women's Fun Happy Graphic Tees  
Inspirational T-Shirt Teacher Shirts Cute**

**\$17.99**

In Stock  
Eligible for **FREE Shipping & FREE Returns**  
 This is a gift [Learn more](#)  
Color: Green  
Size: Medium

Qty: 2 [Delete](#) [Save for later](#)

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**Women's Fun Happy Graphic Tees  
Inspirational T-Shirt Teacher Shirts Cute**

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In Stock  
Eligible for **FREE Shipping & FREE Returns**  
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Color: Light Blue  
Size: Large

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**Women's Fun Happy Graphic Tees  
Inspirational T-Shirt Teacher Shirts Cute**

**\$17.99**

**Only 3 left in stock - order soon.**  
Eligible for **FREE Shipping & FREE Returns**  
 This is a gift [Learn more](#)  
Color: Army Green  
Size: Medium

Qty: 3 [Delete](#) [Save for later](#)

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**YETI Rambler 12 oz Bottle, Stainless Steel,  
Vacuum Insulated, with Hot Shot Cap, Clay**

**\$69.35**

**Only 5 left in stock - order soon.**  
Eligible for **FREE Shipping & FREE Returns**  
 This is a gift [Learn more](#)  
Color: Clay

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**Subtotal (129 items): \$5,566.41**

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**MNLBYBABY Women's  
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3,906

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with Wheels, Adjusta...**  
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**Ergonomic Rocking  
Kneeling Chair, Uprig...**  
62

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**Ergonomic Kneeling  
Chair Adjustable Stoo...**  
1,536

**\$99.90**

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### Schylling Teenie Nee Doh Stress Ball

**\$5.95**

In Stock

Eligible for FREE Shipping & FREE Returns

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### PHOIK Photo Studio Backdrop Stand, 10ft Adjustable Photo Background Holder,

**\$39.99**

In Stock

Eligible for FREE Shipping & FREE Returns

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Qty: 1

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Save 5%  
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### GFCC 8FTX10FT Black Backdrop Background for Photography Photo Booth

**\$25.58**

In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Size: 8ftx10ft

Color: Black

Qty: 1

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### LimoStudio, 700W Output Lighting Series, LMS103, Soft Continuous Lighting Kit for

**\$84.90**

In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Size: 33 in. (CFL Kit)

Qty: 1

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#1 Best Seller in Photographic Lighting Umbrellas



### 100Pcs Boho Stickers Pack, Waterproof Vinyl Stickers for Water Bottles Laptop

**\$7.49**

In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Qty: 1

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[Compare with similar items](#)



### PAPERAGE Lined Journal Notebooks, 3 Pack, (Yellow, Blush & Turquoise), 160

**\$18.95**

Quantity Price

In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Color: Assorted - Yellow, Blush, Turquoise

Qty: 3

[Delete](#)

[Save for later](#)

[Compare with similar items](#)



Comix 8 Pack Lined Journal Notebooks, 240 Pages, 5.5 x 8.3 inch, 8 Colors,

\$42.99

Business Price

In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Size: 8Pack Assorted Color

Qty: 5

Delete

Save for later

[Compare with similar items](#)



LovesTown 40 PCS Face Squeeze Balls, 2 Inch Face Stress Balls Yellow Smile

\$19.98

Business Price

In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Qty: 3

Delete

Save for later

[Compare with similar items](#)



Women's Fun Happy Graphic Tees Inspirational T-Shirt Teacher Shirts Cute

\$16.99

In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Color: Blue1

Size: Small

Qty: 5

Delete

Save for later

[Compare with similar items](#)



Nikon Z6II Mirrorless Camera Body + NIKKOR Z 24-70mm f/4 S Lens Kit 1663

\$2,749.00

Only 2 left in stock - order soon.

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Qty: 1

Delete

Save for later

[Compare with similar items](#)



Glossen First Aid Box Lockable Medicine Storage Box with Child Safe Lock 【X-

\$21.69

Business Price

In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Size: 【X-Small】 8.46x5.87x5.51 Inch

25

Delete

Save for later

[Compare with similar items](#)



YETI Rambler 12 oz Bottle, Stainless Steel, Vacuum Insulated, with Hot Shot Cap, **\$25.00**

In Stock

Shipped from: YETI Authorized

Gift options not available. [Learn more](#)

Color: Navy

Qty: 3

[Delete](#)

[Save for later](#)

[Compare with similar items](#)



YETI Rambler 12 oz Bottle, Stainless Steel, Vacuum Insulated, with Hot Shot Cap, **\$48.00**

Only 9 left in stock - order soon.

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Color: River Green

Qty: 3

[Delete](#)

[Save for later](#)

[Compare with similar items](#)



YETI Rambler 12 oz Bottle, Stainless Steel, Vacuum Insulated, with Hot Shot Cap, **\$53.98**

Only 4 left in stock - order soon.

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