

Ty Wessell, Chairman

NOTICE OF MEETING

The Executive Board Session of the Leelanau County Board of Commissioners will be held on Tuesday, June 11, 2024, at 9:30 a.m., in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan

A live streaming of this meeting will be available for viewing via the following link – https://www.youtube.com/channel/UCNQTglgcTedF2qB8floC1GQ?view_as=subscriber

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

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

AGENDA

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• Amendments & Transfers	
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ADJOURNMENT	

Probate/Family Court BOC presentation June 2024

Probate Court

Judge Marian Kromkowski: 5 years 5 months. Probate/Family Court Judge.

Kris Mattis: 4 years 6 months. Probate Register.

Sage Mrdeza: 1 Year 1 month. Deputy Probate Register and Court Recorder.

Total new cases this year: 78

Total cases currently registered/open: 158

On July 1, 2024, the Uniform Power of Attorney Act (UPOAA) will become effective. The passage of this law is expected to increase financial institutions' and healthcare providers' acceptance of Power of Attorney forms and reduce current confusion.

The Elder Abuse Task Force supports five related bills that would bring sweeping changes to the state's guardianship and conservatorship laws. The bills passed the state House last fall and now await consideration by the Senate Judiciary Committee. Aspects that our court supports are limits of the number of guardianship and conservatorship appointments any one entity may handle, the right to an attorney throughout the proceedings and a continuing education requirement for guardians, conservators and guardians ad litem.

Petitions for Mental Health Treatment are given priority, especially when circumstances put an individual or others at risk of harm. At times, the Court enters orders for Law Enforcement to transport a challenged individual to Munson for an evaluation. The Probate Court works closely with law enforcement, community mental health, attorneys and hospitals around the State to provide services to those in need of involuntary mental health treatment.

On June 18, 2024, the Probate Court will be participating at the Annual Senior Expo hosted by our Senior Services at Suttons Bay High School.

Family Court

Josephine Lingaur: 25 years, Juvenile Register, Court Recorder, Collections Specialist, Judicial Secretary and Coffee Barista.

John Boonstra: 10 years 6 months, Youth Services Counselor—boys, Participates in Leelanau County Substance Abuse Coalition, as part of the Prevention Task Force, the grant writing team and the student leadership team, Guys Group co-facilitator, Family Support Team, Leelanau County Family Coordinating Council, Leelanau Trauma Support for Children and Adolescents, and practical joker.

Sarah Hubbell: 4 years 6 months, Youth Services Counselor—girls, Leelanau County Trauma Support for Children and Adolescents; Family Support Team, Voices and Choices co-facilitator, and party planner.

Ryan Douglass: 23 years 9 months, Juvenile Probation Caseworker—boys, Guys Group co-facilitator, and Iowa Hawkeye fan.

Therese Larson: 30 years, Juvenile Probation Caseworker—girls, Adoption Specialist, Voices and Choices co-facilitator, race director of TCTC (Traverse City Track Club) for Kids Marathon for youth in grades K-5, and Leelanau County Trauma Support for Children and Adolescents, and diehard MSU fan.

Cameron Clark: 2 years, Family Court Administrator, NMJOA President, MAFCA Executive Board member, MCJJ Governor's Appointee, and Maize & Blue through and through!

Juvenile Justice Legislation. Within the past year there has been legislation passed into law pertaining to a number of areas of reform in the juvenile justice system. Areas such as funding, data collection, detention of status offenders, diversion programs, probation practices, screening/risk assessments, residential treatment programs, etc. were all under scrutiny. As of October 1, 2024 most of this legislation will be in effect.

Truancy. We have worked with our local school leaders to create a streamlined system to address the increase in truancy since the pandemic. All schools in Leelanau County now use the same protocol to assist students who are

experiencing truancy and the all the school districts involve our Court when appropriate.

G2 (Guys Group) and V&C (Voices and Choices) both programs are gearing up for summer activities. These activities are a “best practice” modeled mentoring program and are partially funded by Liquor Tax dollars and are monitored by the NMRE, Northern Michigan Regional Entity. Both groups are participating in week or half-week sessions on the Sail Champion.

Youth Treatment and Detention Bed Crisis. The biggest issue facing Leelanau County Family Court, as well as the entire state of Michigan, continues to be the shortage of treatment and detention beds available when we need them. MDHHS, SCAO, and the Governor’s Office have created committees to look at this issue and make recommendations to explore improvements statewide.

Thank you. Questions?

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MICHIGAN DEPARTMENT OF CORRECTIONS
OFFICE OF COMMUNITY CORRECTIONS
FY 2025 FUNDING PROPOSAL

13th Circuit Regional

Comprehensive Plans & Services

Program	Program Code	Funding Request	Approved Funding
Group-Based Programs			
Education	B00	-	
Employment	B15	-	
Cognitive	C01	-	
Domestic Violence	C05	-	
Sex Offender	C06	-	
Outpatient Services	G18	-	
Other Group Services	G00	-	
Sub-Total		-	-
Supervision Programs			
Intensive Supervision	D23	62,200	
Electronic Monitoring	D08	-	
Pretrial Supervision	F23	83,000	
Sub-Total		145,200	-
Assessment Services			
Actuarial Assessment	I22	-	
Pretrial Assessment	F22	90,000	
Sub-Total		90,000	-
Case Management	I24	-	
Substance Abuse Testing	G17	-	
Other	Z00	-	
5 Day Housing	Z02	-	
Program Total		235,200	-
Administration			
Salary & Wages		68,000.00	
Contractual Services		-	
Equipment		8,000.00	
Supplies		1,000.00	
Travel		6,000.00	
Training		2,300.00	
Board Expenses		500.00	
Other		-	
Administration Total		85,800	-

MICHIGAN DEPARTMENT OF CORRECTIONS

“Committed to Protect, Dedicated to Success”



Office of Community Corrections

Community Corrections Plan and Application
Fiscal Year 2025

CCAB Name: 13th Circuit Regional

Email the application to:

1. MDOC-OCC@michigan.gov
2. Your assigned Community Corrections Specialist

DUE DATE: May 1, 2024

SECTION I: COMMUNITY CORRECTIONS ADVISORY BOARD INFORMATION				
Name of CCAB: 13 th Circuit Regional			Federal I.D. Number: 38-6004852	
A: GENERAL CONTACT INFORMATION:				
	CCAB Manager	CCAB Manager's Direct Supervisor	CCAB Chairperson	Agency Serving as Fiduciary of Award & Contact Person
Name:	Sherise Shively	Gwen Taylor	Rob Lajko	Grand Traverse County-Nathan Alger
Title:	Manager	86 th District Ct. Administrator	Chair	Grand Traverse County Administrator
Address :	280 Washington St.	280 Washington St.	1298 E. Sparling Rd.	400 Boardman Ave.
City:	Traverse City	Traverse City	Kingsley	Traverse City
State:	MI	MI	MI	MI
Zip:	49684	49684	49649	49684
Phone:	231-922-4559	231-922-4501	231-944-8977	231-922-4781
Fax:	231-922-6889	231-922-6889		
Email:	sshively@gtcountymi.gov	gtaylor@86thdistrictcourt.org	rlajko@centuryllc.com	nalger@gtcountymi.gov

Type of Community Corrections Board: Regional Advisory Board
Counties/Cities Participating in the CCAB: Antrim, Grand Traverse, Leelanau
Date application was approved by the local CCAB: 4/23/2024
Date application was approved by county board(s) of commissioners and/or city council: (All tentative) Antrim-6/11/24, Grand Traverse-5/16/24, Leelanau-6/5/24
Date application was submitted to OCC: 4/25/24

B: CCAB MEMBERSHIP <i>(please enter "vacant" for any vacant membership position)</i>		
Representing:	Name	Email
County Sheriff:	Antrim- Kevin Hoch Grand Traverse- Michael Shea Leelanau- Mike Borkovich	Sheriff@antrimcounty.org, mshea@gtsheriff.org, mborkovich@leelanau.gov
Chief of Police:	Traverse City- Matthew Richmond	mrichmond@traversecitymi.gov
Circuit Court Judge:	Kevin Elsenheimer	kelsenheimer@13thcircuitcourt.org
District Court Judge:	Robert Cooney	racooney@86thdistrictcourt.org
Probate Court Judge:	Jennifer Whitten	jwhitten@gtcountymi.gov
County Commissioner(s) <i>(One required for each member county):</i>	Antrim- Jason Helwig Grand Traverse- Darryl Nelson Leelanau- James O'Rourke	helwigj@antrimcounty.org dnelson@gtcountymi.gov jorourke@leelanau.gov
Service Area (Up to 3):	Darcie Pickren Karsheena Kuelske	tcalways@sbcglobal.net karsheenak@gmail.com
County Prosecutor:	Noelle Moeggenberg	nmoeggen@gtcountymi.gov
Criminal Defense Attorney:	Janet Mistele	jmistele@MisteleLaw.com
Business Community:	Robert Lajko	rlajko@centuryllc.com
Communications Media:	Pat Livingston	plivingston@upnorthlive.com
Circuit/District Probation:	Steve Scott	scotts8@michigan.gov
City Councilperson <i>(Applies to City or City/County Regional CCABs only – one from each</i>	N/A	

<i>member City/County required):</i>	
Workforce Development:	Vacant
<ol style="list-style-type: none"> 1. Does your CCAB have Bylaws? Yes 2. What steps does your CCAB take to orientate new CCAB members ensuring the understanding of their roles and responsibilities? Manager provides an orientation including review of ByLaws, Manager Manual, programs available and procedures. They are also offered to shadow employees to see the roles each have. 3. What steps are your CCAB taking to fill vacant membership positions (enter N/A if you have no vacant positions)? Manager is working with county administration to fill the Workforce Development position 	

SECTION II: DATA ANALYSES & COMPREHENSIVE CORRECTIONS PLAN

Introduction and Instructions for your Comprehensive Corrections Plan:

Michigan Public Act 511, also known as the Community Corrections Act, was established in 1988 in an effort to improve the State's prison commitment rates (PCR) through the development and utilization of evidence-based, community corrections programming that targets moderate to high risk/needs offenders. Counties and regions establishing a Community Corrections Advisory Board (CCAB) appoint member stakeholders as required by PA-511 to identify and target local criminogenic needs that impact prison commitments and recidivism. CCABs are obligated to abide by PA-511 and Michigan Office of Community Corrections (MOCC) requirements when receiving MOCC funding, including but not limited to data tracking and analysis, key performance measures, as well as minimum program eligibility and utilization requirements.

This Application serves as your CCAB's Comprehensive Corrections Plan. To be considered for funding, it must include specific and detailed explanation as to how your plan will impact State Board Priorities, local prison commitment rates, recidivism, and local priorities/initiatives through identified key objectives. Strategies to obtain key objectives as well as performance measures must also be identified. For the purpose of this application, the following terms and definitions apply:

- **State Board Priority Populations** – CCABs requesting funding must target at least one of the following State Board Priority Populations:
 - Sentenced Felons assessed as having moderate to high risk/needs when using a State approved actuarial, objective validated risk and need assessment
 - Pretrial Population
- **Key Objectives** – CCABs requesting funding must identify local Key Objective(s) for each of the following applicable categories:
 - **Reduction of Statewide Overall PCR** – *This is required for all CCABs requesting funding for any services/programming that targets sentenced felons.* This may include local objectives that impact Overall PCR, Group 2 Straddle PCR, OUIL 3rd PCR, PVT or PVNS Recidivism, or other categories that impact the State's Overall PCR. *You must identify at least one local Key Objective if your Comprehensive Corrections Plan targets sentenced felons.*
 - **Increase of Statewide Appearance and Public Safety Rates for Pretrial Defendants** – *These are required for all CCABs requesting funding for any pretrial services and/or programming that targets pretrial defendants. –You must identify both local Appearance and Public Safety Rate Key Objectives if your Comprehensive Corrections Plan targets pretrial defendants.*

Your CCAB may identify other objectives in addition to these required objectives.

- **Supportive Strategies** – Proposed OCC funded programming and/or services, identified by CCIS Code and Local Program Name, that are intended to support the objectives identified.

- **Key Performance Measures** – Identified in each proposed program description, these are the specific methods your CCAB will utilize to measure outcomes of programming and their impact on State Board Priorities.

Felony Data Analyses:

OCC will provide CCABs with relevant felony dispositional and recidivism data to complete the application. CCABs must analyze this data along with local CCIS data (reports run locally from COMPAS Case Manager) and develop key objectives and supportive strategies that will help attain local goals and support State Board Priorities.

A thorough analysis of the data should include:

- Overall PCRs, rates within sentencing guideline ranges, PCRs within Group 1 and Group 2 offense categories, status at time of offense and recidivism of probation violators, both new sentence and technical.
- Reference to changes in PCRs compared to prior year
- Review your past OCC funding proposals for ideas
- CCAB stakeholder changes
- New judicial, probation, or CCAB staff or other personnel issues that impact referrals, screenings, or programming
- Service provider changes or issues
- Trends in local criminality (example: increase in drug related offenses, decrease in probation violations, etc.)
- Development or changes in local court services or programming (example: new Specialty Court programming, changes to court programming eligibility, etc.)

Your data analyses form the basis of your objectives and strategies. A weak link between them may result in denial of, or conditional revisions to, your Comprehensive Corrections Plan. Therefore, it is important to demonstrate a solid connection between your data, objectives, and supportive strategies.

Your CCAB must then determine its proposed PCR category/categories based on this analysis, with consideration given to the average of the last 3 years. Your CCAB must then identify the strategies that will impact its PCR category/categories. **All strategies that you are requesting funding for must also be listed on the Budget Cost Description and have a completed Program Description.** If you request funding for a program or service that is not identified as a strategy impacting any objective, it will not be considered for funding.

Example #1: State Board Priority Target Population: Sentenced Felons.
Objective: To reduce the County's Overall Prison Commitment Rate (PCR) to 16% or less.
Supportive Strategy: C01 Thinking Matters, G18 Intensive Outpatient Group, & B15 Employment Skills.

Example #2: State Board Priority Target Population: Pretrial Population
Objective: To increase the County's current Appearance Rate from 87% to 90%.
Supportive Strategy: F22 PRAXIS and F23 Pretrial Supervision Services.

Example #3: State Board Priority Target Population: Pretrial Population
Objective: To increase the County's current Public Safety Rate from 80% to 89%.
Supportive Strategy: F22 PRAXIS and F23 Pretrial Supervision Services.

A: FELONY DATA ANALYSES

1. Using felony dispositional data supplied by MOCC*, please fill in the rates (%) and number of dispositions for the **previous two years** in the two charts below.

***Please note: Due to MDOC's transition from OMNI to COMS, full Fiscal Year 2023 data could not be obtained.**

Therefore, you are directed to use the partial year OMNI Felony Dispositional Data Reports for both FY 2022 and FY 2023 provided by MOCC (date ranges of October 1 – July 31). **State Rates identified for both FY 2022 and FY 2023 reflect partial year data (date ranges of October 1 – July 31).

2. Does the following data exclude felony dispositions with prisoner status at time of the offense? Yes No

**FY 2022 State PCR:	18.6%	Group 2 Rate:	12.7%	Straddle Cell Rate:	21.3%	Group 2 Straddle Rate:	20.5%
Overall PCR:	29.7% - 86 prison dispositions out of 290 felony dispositions						
Group 1:	38% - 41 prison dispositions out of 108 felony dispositions						
Group 2:	24.7% - 45 prison dispositions out of 182 felony dispositions						
Straddle PCR:	47.9% - 34 prison dispositions out of 71 felony dispositions						
Group 1:	48.1% - 13 prison dispositions out of 27 felony dispositions						
Group 2:	47.7% - 21 prison dispositions out of 44 felony dispositions						
**FY 2023 State PCR:	19.4%	Group 2 Rate:	13.2%	Straddle Cell Rate:	21.0%	Group 2 Straddle Rate:	20.5%
Overall PCR:	32.9% - 109 prison dispositions out of 331 felony dispositions						
Group 1:	57% - 57 prison dispositions out of 109 felony dispositions						
Group 2:	43% - 47 prison dispositions out of 206 felony dispositions						
Straddle PCR:	48.2% - 41 prison dispositions out of 85 felony dispositions						
Group 1:	56.7% - 21 prison dispositions out of 37 felony dispositions						
Group 2:	41.6% - 20 prison dispositions out of 48 felony dispositions						

3. ANALYSIS

a. For returning applicants:

Did you meet all your Key Objectives for the previous two fiscal years? Yes No

b. For all applicants:

i. Please provide information/local data analysis to explain any changes in PCRs and dispositions from the previous two fiscal years: **The region has had an overall Prison Commitment Rate (PCR) of 32.9%, with 109 prison dispositions out of 331. Of the 109 prison dispositions, 47 were from Group 2. The counties Group 2 PCR is 43%. There was an overall increase in dispositions from 2022, from 290 overall dispositions to 331 which is a 14% increase. However, there was only a 3.2% increase in the overall PCR.**

49.5% of the counties dispositions were a combination of jail and probation (164) dispositions out of 331). 2% of the counties dispositions received probation only (7 dispositions out of 331).

Over the last two years, we experienced changes in several stakeholders such as a new Judge and MDOC supervising agents. Our Sobriety Court program has seen an increase in enrollees of OWI 3rd offenders, which results in less dispositions for region. In our region, the felony participants of our Sobriety and Drug Court programs are never bound over to Circuit Court as our District Court Judges have been given permission to act as Circuit Judges for these populations and their cases are handled in District Court. These participants are felons, they plea and are convicted as felons for the first year of their programs (delay status) and are supervised by District Court staff during the year of the felony phase of the program. If they successfully complete the first year, they are allowed to withdraw their felony plea and plea to a misdemeanor. Thus, this is a true prison/felony diversion process. Due to

how our region processes these cases they are never counted in the overall dispositions. Between the two treatment courts that supervise the felony population there were 31 participants. Of the 31 only 3 failed during the first year and were bound over to the Circuit Court. Therefore, 28 extra dispositions are not counted in the overall data for FY2023. Adding in those 28 dispositions, this would result in 359 dispositions instead of 331, resulting in an overall PCR of 30% instead of 32.9%. Of note, for the three that were remanded back to the circuit court for sentencing after failing the program, none were sentenced to prison. The manager participates on both treatment court teams as well as providing coordination of some aspects of both programs.

- ii. Are you requesting programming for the Pretrial Population? Yes No If yes:
 - What was your FY 2023 Public Safety Rate? 94%
 - What was your FY 2023 Appearance Rate? 96%
- iii. Are you requesting funding for specific populations (examples: OUIL-3rds, delayed/deferred sentences, prison diversion, etc.)? Yes No If yes, please provide supportive data and analyses for these populations, including any additional pertinent information necessary to establish trends: **As mentioned in the overall Data Analysis, Circuit Court utilizes a different process for those participating in our two treatment courts (not being bound over to Circuit Court, but remain in District Court during the felony portion of their participation in the program in a delayed status). Due to this process, those dispositions are not counted in the overall region disposition numbers, however they are felony probationers for the first year of the program. We are requesting D23 programming for these participants in our Drug Court program for the first 365 days in the program. Again, these individuals are not supervised by DOC staff during the felony phase of the program, and are supervised utilizing CCAB funding during the felony phase. These are not only true diversions from prison, but also if successful in the program, from being sentenced as felons.**

B: FELONY RECIDIVISM ANALYSIS

Using felony recidivism data supplied by MOCC* (Report #3), please fill in the following table to report the number of Probation Violators ***that resulted in a prison disposition*** for each listed category. Regional CCABs should list the Probation Violation data for each County separately and provide a total, regional rate at the end of each row.

**Please note: Due to MDOC’s transition from OMNI to COMS, full Fiscal Year 2023 data could not be obtained. Therefore, you are directed to use the partial year OMNI Felony Dispositional Data Report #3 provided by MOCC (date ranges of October 1 – July 31).*

*FY 2023 Recidivism Rates							
County Name	Antrim	Grand Traverse	Leelanau				Totals for Region:
*FY 2023 Probation Violation - New Sentence to Prison							
Total	1	6	0				7
*FY 2023 Probation Violation – Technical to Prison							
Total	0	2	1				3

1. ANALYSIS

- a. For all applicants: Please provide information/local data analysis to explain any changes in Probation Violator data, including prison and non-prison dispositions: **PVNS- There was an overall decrease (4) for the region from 11 in 2022 to 7 in 2023. There were 109 prison sentences and 7 were in PVNS status, that results in a 6.42% PCR for this population, which is over a 6% reduction from the 2022 rate of 12.8%.**

PVT- There was an overall decrease (2) from 5 in 2022 to 3 in 2023. There were 109 prison sentences and 3 were in PVT status, that results in a 2.7% PCR for this population, which is a 3% reduction from the 2022 rate of 5.8%.

The region overall has very low PV rates, but it does need to be noted that due to these low numbers, at times it can appear that a particular county has a high PV PCR, such as only one PV sentence in both Antrim and Leelanau in 2023. Of those two, both were sentenced to prison, which shows a 100% PCR for those counties, but again that is for only 1 disposition from each county.

C: IMPACTING STATE BOARD PRIORITIES	
❖ TARGET POPULATIONS, KEY OBJECTIVES, AND STRATEGIES	
NOTE:	
<ul style="list-style-type: none"> • Target Populations include Sentenced Felons and Pretrial Population. • CCABs applying for funding targeting Sentenced Felons <u>must have at least one</u> Sentenced Felons Key Objective. • CCABs applying for funding targeting Pretrial Population <u>must have both</u> Pretrial Population Key Objectives (Appearance Rate and Public Safety Rate). • CCABs may identify additional Key Objectives that support proposed programming. • Key Objectives should be measurable and provide sufficient detail so progress can be monitored. • Strategies are the local programs that will be used to impact your Key Objectives. • Only proposed programs that impact at least one Key Objective will be considered for funding. 	
1. Key Objective #1 is intended to impact Sentenced Felons	
Please state the Objective: Reduce the overall PCR to 28% or lower	
List OCC Programs in support of Objective #1 (include CCIS Code and Local Name of Program <i>as they appear on the program descriptions</i>):	
D23 Jail Alternative	
D23 Drug Court	
List Non-OCC funded Programs in support of Objective #1:	
Sobriety Court, CMH Jail Diversion program, outpatient mental health programming & PIHP Funded SUD Treatment, Theft Therapy, Batterers Intervention, Kalamazoo County OCC Cognitive Programming.	
2. Key Objective #2 is intended to impact Pretrial Population	
Please state the Objective: Maintain the regions Appearance Rate at 90% or higher	
List OCC Programs in support of Objective #2 (include CCIS Code and Local Name of Program <i>as they appear on the program descriptions</i>):	
F22 Pretrial Assessment	
F23 Pretrial Supervision	
List Non-OCC funded Programs in support of Objective #2:	
CMH Jail Diversion program, PIHP funded SUD treatment, mental health programming	
3. Key Objective #3 is intended to impact Pretrial Population	
Please state the Objective: Maintain the regions Public Safety Rate of 90% or higher	
List OCC Programs in support of Objective #3 (include CCIS Code and Local Name of Program <i>as they appear on the program descriptions</i>):	
F22 Pretrial Assessment	
F23 Pretrial Supervision	
List Non-OCC funded Programs in support of Objective #3:	
CMH Jail Diversion program, PIHP funded SUD treatment, mental health programming	
4. Key Objective #4 is intended to impact Choose an item.	
Please state the Objective:	
List OCC Programs in support of Objective #4 (include CCIS Code and Local Name of Program <i>as they appear on the program descriptions</i>):	

List Non-OCC funded Programs in support of Objective #4:

D: COMPAS CRIMINOGENIC NEEDS PROFILE

1. Please list the Top 3 needs scales (medium/probable and high/highly probable combined) as identified within the COMPAS Criminogenic Needs and Risk Profile for **all probationers** provided by OCC. Additionally, identify both the local and proposed OCC strategies that will impact the identified needs scales. ***OCC funded strategies must be identified by CCIS Code and Local Name of Program as it appears on the program descriptions:*** The top three criminogenic needs for the region are Substance Abuse, Criminal Thinking and Attitudes (specifically Criminal Personality) and Social Supports (specifically Family Criminality). OCC Strategies identified for all three are F22 Pretrial Assessment, F23 Pretrial Supervision, D23 Jail Alternative, and D23 Drug Court. The CCAB has chosen to not provide cognitive programming and instead to utilize the services of Kalamazoo County Community Corrections for their Cognitive programming options as they offer a variety that can address more needs than our one program could. Local strategies used include clients being assessed by the PIHP, Tribal services or local providers for SUD diagnosis and placement into appropriate ASAM level of care. More local initiatives include participation in Sobriety Court, services provided by CMH or a Federally Qualified Health Plan providing SUD services. Services targeting Criminal Thinking and Attitudes and Family Criminality are also addressed through locally funded Theft Therapy and Batterers Intervention.

E: LOCAL PRACTICES TO ADDRESS PERSONS WITH SUBSTANCE USE DISORDER(S)

1. How do defendants and offenders get screened for substance use services in your area (regardless of funding source)? **This happens several different ways, first is via the interview process during completion of the Praxis, another is during the screening process for eligibility for both D23 programs as well as via the Compas Assessment, another is through an ASAM assessment court ordered pre-sentencing and finally, by any court officer or advocate referral to the local PIHP.**
2. How do defendants and offenders get referred for a substance use assessment and subsequent appropriate ASAM Level of Care in your area (regardless of funding source)? **Our region has worked with the PIHP in our area for well over 2 decades to arrange assessments for SUD services. Both the DOC agents and CCAB Staff arrange for screenings by the Northern Michigan Regional Entity (NMRE) the PIHP, to determine ASAM appropriate level of care. Those who are tribal members, CCAB staff work with the tribal staff to arrange treatment. If a participant has private insurance, staff assist in accessing these benefits.**
3. Are there any barriers or gaps in service to obtaining an assessment and treatment that your CCAB is requesting OCC funding to fill? **NO** If so, please describe in detail:
4. What non-PA 511 funded services are available in your area? Be sure to include treatment court services. **PIHP funding, Private Insurance, Sobriety (OWI 3rds) and Drug Treatment Courts, Community recovery groups, recovery coaching, Families Against Narcotics, Hope not Handcuffs, and Keys to Freedom Ministries.**

F: COMPREHENSIVE CORRECTIONS PLAN SUMMARY

1. Please explain how the Comprehensive Corrections Plan, in coordination with the local practices, will impact the State Board Priorities, and ultimately offender success: The Comprehensive Plan provides us the opportunity to administer our OCC funded programs, as well as arrange opportunities for offenders to participate in local initiatives not funded by OCC, which are numerous. We are fortunate to have several treatment options, public interest, and support for those needing services in our region.

The Comprehensive Plan enables us to fill the gaps in programs that aren't provided in the community and that work is done by staff who are funded by the Grant. Each of the programs we have, directly target the state board priorities of reducing prison commitments, violations, and increasing success in the pretrial stage of a case. Our Judges support the programs we have and know that these services cannot be provided anywhere else in

our legal system.

We have developed a system being fiscally responsible of both OCC funded programs, as well as local initiatives to create individualized plans for each of our participants. Those plans target the direct needs of each person and address their barriers to success such as addictions, criminal thinking/activities, education needs, and life skills, thus creating a situation where they can be successful. Our Community Corrections department and staff are often the first line in addressing needs when the Judges don't know where to place someone for the help they need. Regardless of funding source, our department responds to any requests from Judges and DOC officers to assist an offender. We have always been creative and problem solving when given numerous difficult situations or those who may fall between the cracks of the typical court provided programs. Our goal is to address any need presented by an offender and arrange resources- regardless of funding source.

Manager has addressed needs identified that are not covered by OCC funding by applying for grants through alternative sources such as the local PIHP, through the Tribal 2% funding, Federal Bureau of Justice, Michigan Association of Treatment Court Professionals (MATCP), and RISE (formerly the National Drug Court Institute). Most recently the manager applied for and received a SAMHSA Gains Center grant to provide a Train the Trainer program for 10 participants (including 4 CCAB staff) to become trainers of "Being Trauma-Informed Improves Criminal Justice System Responses." This program enables us to reach all areas of the justice system in the three county region to provide trauma informed training. There is no other department or agency in our region addressing this need.

The manager is also on the Grand Traverse County Opioid Settlement funds task force to provide recommendations to the County Board in the most beneficial use of the funds they have and will receive.

2. What steps will you take if you find that you are not meeting your objectives, or your strategies are not being implemented as planned? **Manager analyzes data on a monthly basis and works closely with OCC staff to address any problems that arise. The CCAB, Judges, DOC staff and community partners are notified of any areas of concern by the manager and the appropriate entity helps to address those problems identified. Staff works closely with Judges and DOC staff to address underutilization issues.**
3. Program eligibility overrides may be requested in writing to the assigned OCC Specialist. Please document any additional override procedures your CCAB has approved.

RESOLUTION

13th Circuit Court Community Corrections Grant Application to MDOC for FY 2025

WHEREAS, on June 11, 2024 the Leelanau County Board of Commissioners approved submission of the yearly Plans and Services Grant Application to the Department of Corrections, Office of Community Corrections; and,

WHEREAS, the grant is for one year starting with October 1, 2024 in the amount of \$321,000.00 and,

WHEREAS, now, the application requires approval from the Leelanau Board of Commissioners to continue funding for the next fiscal year with no changes or amendments.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Leelanau County approves the submission of the 13th Circuit Court Community Corrections FY2025 Grant Application to Michigan Department of Corrections/Office of Community Corrections as presented.

APPROVED: _____
Date



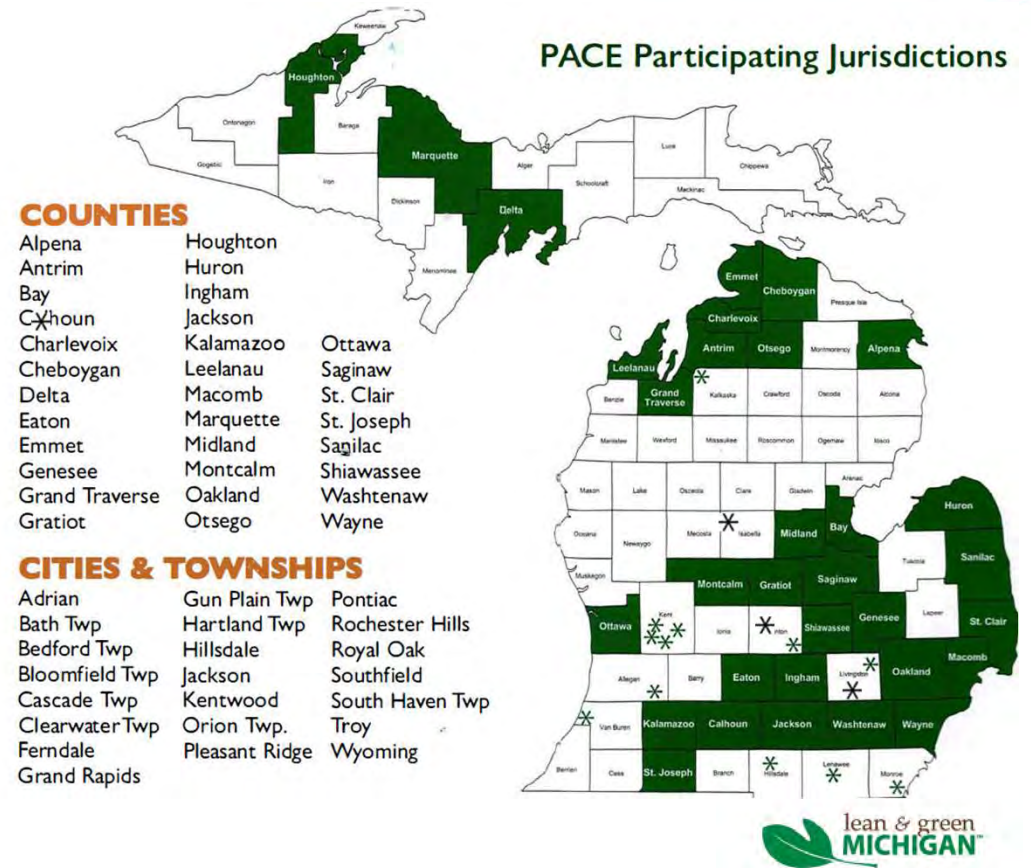
Property Assessed Clean Energy (PACE)

Leelanau County Commission
Executive Committee
June 11, 2024

PACE In Michigan

PACE was established by the Michigan Property Assessed Clean Energy Act (PA 270, 2010).

Lean & Green Michigan is public-private partnership launched in 2012 that **serves 59 counties, cities and townships** in Michigan, comprising **over 75% of Michiganders.**



Problem

Energy efficiency, water efficiency, and renewable energy projects can be expensive.

Traditional financing tools require large, up-front capital investment for a slow, long-term payback, providing little incentive for businesses to undertake these projects.

Solution

PACE financing allows a property owner to voluntarily enter into a special assessment agreement, which can be repaid over a period of up to 25 years.



Local governments get a free economic development tool.



Property owners get 100 percent up-front financing and a fixed interest rate.



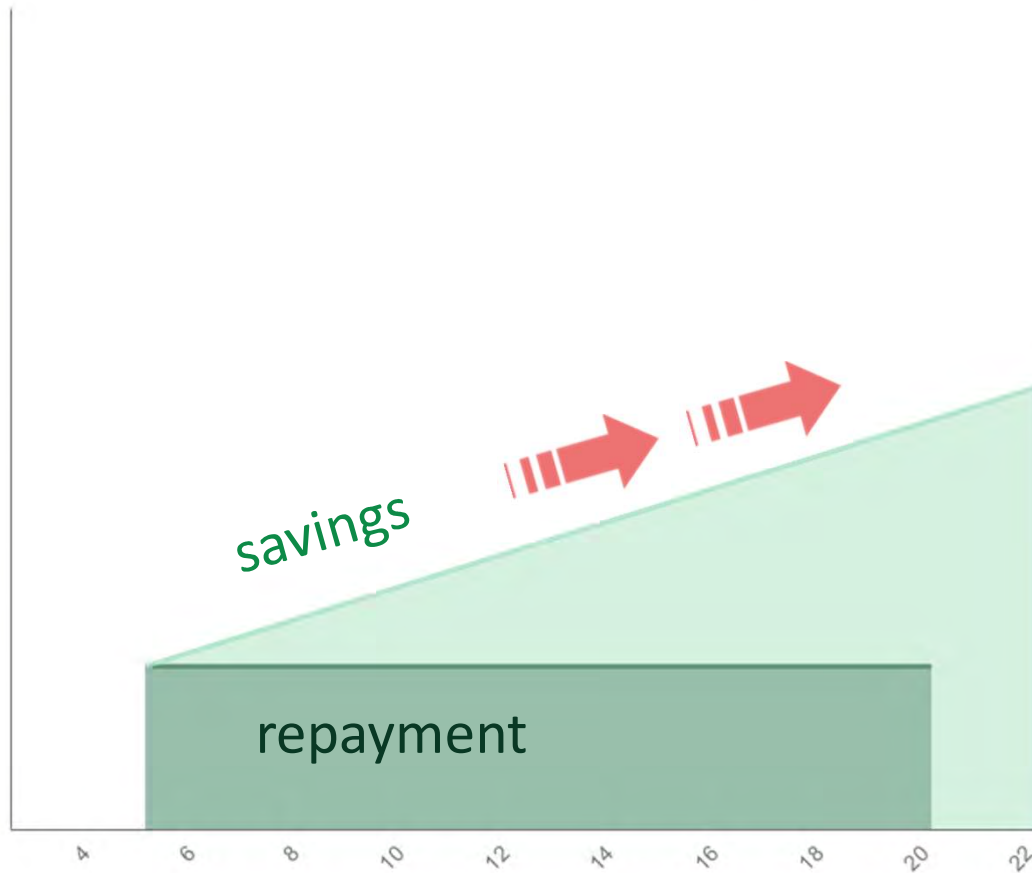
PACE lenders get the security of a property lien created by the special assessment.



lean & green
MICHIGANtm



Project Cost vs. Savings



- 100% upfront financing
- Up to 25% loan-to-value ratio
- Fixed interest rates
- Long-term loans, up to 25 years
- The loan runs with the land

Qualified Properties:



Commercial & Industrial hotels, hospitals, restaurants, office buildings, senior living & more

Multifamily housing (4+) both market-rate and low-income apartment buildings

Agricultural farms, wineries

Nonprofits houses of worship, private schools, cooperatives & more

Qualified PACE Upgrades:



Energy efficiency: lighting, HVAC, windows, EV charging, insulation, roofing, caulking



Water efficiency: stormwater recapture, low-flow toilets/sinks/showerheads, greywater systems, green roof, permeable pavement



Renewable Energy: solar energy, solar roofs, wind energy, geothermal, CHP



Environmental Hazards: mitigation of lead and PFAS contamination, protection against severe weather including flood and drought

PACE Amendments – February 2024

Senate Bills SB302 and SB303.

- Property owners will have the option to waive the SIR and savings guarantee for projects.
- New PACE construction projects are now required to be built above Michigan's energy code, but will no longer require a savings to investment ratio (SIR) or savings guarantee.
- Expands PACE to allow for the financing of Environmental Hazard PACE: mitigate harmful substances from drinking water, mitigate the effects of flood or drought, increase the resiliency of the property against severe weather, and mitigate lead paint contamination.

HUD Approved April 1, 2024

I am pleased to advise you of my determination that the Michigan Lean and Green PACE Program is approved...

- There are some HUD specific requirements for a successful PACE project:
 - Payments must be collected with the tax bills (no direct billing)
 - Notice of default provided to mortgage lender.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Multifamily Midwest Region
Detroit Satellite Office
477 Michigan Ave.
Detroit, MI 48226

April 1, 2024

Todd Williams
President and General Counsel
Lean & Green Michigan
500 Temple Street
Suite #6270
Detroit, MI 48201

Subject: Property Assessed Clean Energy (PACE)
Michigan Lean and Green Property Assessed Clean Energy
PACE Program Assessment Approval

Dear Mr. Williams:

This letter responds to the November 6, 2023 request for HUD's review of the PACE Assessment Procedures of the Michigan Lean and Green PACE program under your administration, and a determination as to its compliance with HUD's required Assessment Procedures promulgated in Housing Notice H 2017-01 (the "Notice"), which provides the conditions for determining if a PACE program is compatible with HUD's multifamily housing programs. In addition to the November 2023 submission, you also provided subsequent responses to requests and subsequent submissions on March 7. HUD has been provided with a detailed description of the operation of the Michigan program, together with an opinion from the Office of the Michigan Attorney General.

I am pleased to advise you of my determination that the Michigan Lean and Green PACE Program is approved as described more fully below. My determination was based on the following criteria and conclusions:

- A. *The special assessment will be assessed by a state, county or municipality pursuant to state law and sent with tax bills;*
 - This condition has been satisfied in the Michigan Lean and Green PACE Program Draft Manual (Section 12.4) and Draft Model Agreement (Recital B).
- B. *Payments on the special assessments will be collected with tax bills;*
 - This condition has been satisfied in the Michigan Lean and Green PACE Program Draft Manual (Section 12.4) and Draft Model Agreement (Section 4.02).
- C. *At any time, the only obligation is the semi annual/annual payment(s) then or past due and payable, with no acceleration of the entire assessment amount;*
 - This condition has been satisfied in the Michigan Lean and Green PACE Program Draft Manual (Section 7.02) and Draft Model Agreement (Section 7.02).

The Multifamily Midwest Region serves Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin.
The Detroit Satellite Office is an office of the Chicago Regional Center
www.hud.gov

MARKET DATA



80

PACE projects financed
since 2015



\$289 million

Private investment

LEAN & GREEN'S IMPACT

kWh of Electricity Savings	632,173,541
Metric Tons of CO2 Savings	1,166,594
Gallons of Water Saved	751,186,627
Money Saved	\$332,000,000
Jobs Created	3,294

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Richard I. Lewis</u> Telephone Number: <u>231-256-9711</u>	Submittal Dates <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>06/11/2024</u>
Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ <b style="color: red;">Description: Select One
Budgeted Amount: <u>\$ 61,254.00</u> Contracted Amount: <u>\$ 51,178.00</u>	
Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization	
<p>Proposal to renew the Workers' Compensation Policy for Leelanau County through Accident Fund National Insurance Company under the direction of Highstreet Insurance and Financial Services. The County has a long standing relationship with both entities, and has been insured in this manor for over the last decade. The quoted coverage is \$10,076 less than the previous year. The new policy term would be from 07/01/2024 to 07/01/2025.</p> <p>Mr. Dennis Muth from Highstreet Insurance will attend the Executive Session to answer any questions.</p>	
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners approve the proposal for Renewal of the Workers' Compensation Insurance coverage through Accident Fund National and Highstreet Insurance for the premium amount of \$51,178 covering the term from 07/01/2024 to 07/01/2025.</p>	
Department Approval: <u><i>Richard Lewis</i></u>	Date: <u>6/5/24</u>



Leelanau County

Insurance Term: 7/1/2024 - 25
Presented by: Dennis Muth



HIGHSTREET
Insurance & Financial Services

305 West Front Street, Suite 201
Traverse City, MI 49684

THIS DOCUMENT SUMMARIZES THE PROPOSAL FOR YOUR INSURANCE. THIS IS NOT A CONTRACT. THE TERMS OF THE POLICY FORMS WILL CONTROL THE INSURANCE CONTRACT WITHOUT REGARD TO ANY STATEMENT MADE IN THIS PROPOSAL.

Workers Compensation

Issuing Company Accident Fund National Ins Co
Policy Number 100040812
Policy Term 7/1/2024 to 7/1/2025

Named Insureds

Insured	Interest
Leelanau County	First Named Insured

Coverages

Description	Limit
Employers Liability: Each Accident	\$1,000,000
Employers Liability: Disease – Policy Limit	\$1,000,000
Employers Liability: Disease – Each Employee	\$1,000,000
Workers Compensation: Statutory Benefit	Included

Locations & Class Codes

Loc	St	Code	Description	Current Annual Payroll	Renewal Annual Payroll	Rate per \$100
1	8525 E Government Center Dr, Suttons Bay, MI 49682					
	MI	7720	Police Officers	\$2,825,644	\$3,060,447	\$1.53
	MI	8820	Attorneys	\$371,357	\$398,442	\$0.03
	MI	9015	Janitorial Operations & Custodial Care	\$146,931	\$164,531	\$1.11
	MI	9410	Municipal, Twp, County Or State Employees	\$1,010,091	\$1,018,629	\$0.42
	MI	9102	Lawn Maintenance	\$50,115	\$30,150	\$0.95
	MI	8810	Clerical Office Employees	\$3,469,206	\$3,507,717	\$0.04
2	8527 E Government Center Dr, Suttons Bay, MI 49682					
3	1397 W Burdickville Rd, (Myles Kimmerly Park), Maple City, MI 49664					
4	8854 S Dunns Farm Rd, (Old Settlers' Park), Maple City, MI 49664					
5	3990 S Maple Valley Rd, (Veronica Valley Park), Suttons Bay, MI 49682					

Premium Calculation	Current	Renewal
Experience or Merit Modification	0.88	0.66

Coverage	Expiring Premium	Renewal Premium
Workers Compensation	\$61,254	\$51,178

EXECUTIVE DOCUMENT SUMMARY

Department: Probate/Family Court <input type="checkbox"/>	Submittal Dates
Contact Person: <u>Cameron Clark</u>	<input checked="" type="checkbox"/> Executive Board: <u>6/11/2024</u>
Telephone No.: <u>231-256-9803</u>	<input checked="" type="checkbox"/> Regular Session: <u>6/18/2024</u>

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

Budgeted Amount: <u>\$807,700.00</u>	Contracted Amount: _____
--------------------------------------	--------------------------

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

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<p>This is the Annual Plan and Budget for the Child Care Fund for fiscal year 10-1-2024 through 9-30-2025. It is prepared in accordance with the State Child Care Fund Monitoring Unit Rules. The budget includes anticipated costs and describes potential programs and services that may occur under the Foster Care, Institutional Care, In-Home Care and Basic Grant Components. This plan must be approved and signed by the Family Court Judge, Board of Commissioners Chairperson, and Director of MDHHS. All original signature pages must be sent electronically through MISACWIS to MDHHS by 8-15-2023. The FY 2024-2025 Child Care Fund Budget request is for \$807,700.00. The previous year's CCF budget was \$808,835.00</p> <p>Approval of this plan commits the state to reimbursement of 50% of approved Child Care Fund out-of-home expenditures and 75% of In-Home Care programming.</p>
<p>Suggested Recommendation:</p>	<p>Motion to recommend approval of the Child Care Fund Annual Plan and Budget in the amount of \$807,700.00 for Leelanau County, Fiscal Year October 1, 2024, through September 30, 2025.</p>

Department Head Approval: *Maria Kumbow* Date: 6/4/2024

County Child Care Budget Summary (DHS-2091)

30

Michigan Department of Health and Human Services (MDHHS)
Children's Services Agency
Leelanau County for October 1, 2024 through September 30, 2025

Organization	Court Contact Person	Telephone Number	Email Address
Leelanau County	Cameron Clark - CCF Organization Management	(616) 540-5465	cclark@leelanau.gov
Fiscal Year	MDHHS Contact Person	Telephone Number	Email Address
October 1, 2024 through September 30, 2025	Lori M. Strong - CCF Organization Fiscal Staff	(248) 858-1317	strongl@oakgov.com

Cost Sharing Ratios		Anticipated Expenditures		
		MDHHS	Court	Combined
A. Out of Home Care - Court or Tribal Supervised	County 50% / State 50%	\$0.00	\$150,500.00	\$150,500.00
B. In-Home Care	County 25% / State 75%	\$0.00	\$600,680.00	\$600,680.00
C. County/Court-Operated Facilities	County 50% / State 50%	\$0.00	\$0.00	\$0.00
D. Subtotals (A+B+C)		\$0.00	\$751,180.00	\$751,180.00
E. Revenue		\$0.00	\$0.00	\$0.00
F. Net Expenditure		\$0.00	\$751,180.00	\$751,180.00

Cost Sharing Ratios	County 50% / State 50%	Anticipated Expenditures		
		MDHHS	Court	Combined
A. Out of Home Care - Neglect Abuse		\$0.00	\$80,000.00	\$80,000.00
<p>Please Note: The <i>Neglect/Abuse Out-of-Home Care</i> amount reflects ONLY the county court's share of these expenditures. Effective October 2019 the State of Michigan pays 100% of Neglect/Abuse Out-of-Home placements and the county then reimburses the state 50%.</p>				

Cost Sharing Ratios	County 0% / State 100% \$56,520.00 Maximum	MDHHS	Court	Combined
Basic Grant		\$0.00	\$56,520.00	\$56,520.00
Total Expenditure				\$807,700.00

BUDGET DEVELOPMENT CERTIFICATION	
<p>THE UNDERSIGNED HAVE PARTICIPATED IN DEVELOPING THE PROGRAM BUDGET PRESENTED ABOVE. We certify that the budget submitted above represents an anticipated gross expenditure for the fiscal year: October 1, 2024 through September 30, 2025; and any requests for reimbursement shall adhere to all state law, administrative rules and child care fund handbook authority.</p>	
Presiding Judge <i>Marian Kombo</i>	Date <i>6/5/24</i>
County Director of MDHHS Signature	Date
Chairperson, Board of Commissioner's Signature	Date
And/or County Executive Signature	Date
Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.	AUTHORITY: Act 87, Publication of of 1978, as amended. COMPLETION: Required. PENALTY: State reimbursement will be withheld from local government.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Prosecuting Attorney</u> Contact Person: <u>Joseph T. Hubbell</u> Telephone No.: <u>231-256-9872</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 06/11/2024
Source Selection Method	VENDOR: <u>MDHHS-Div Of Victim Services</u> Address/ <u>235 S. Grand Ave., Ste. 113</u> <u>P.O. Box 30037</u> Phone: <u>Lansing, MI 48909</u> <u>517-241-5275</u>
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ Account Number (Funds to come from): _____	

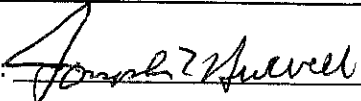
Budgeted Amount: _____ \$ 0.00	Contracted Amount: _____ \$40,397.00
--------------------------------	--------------------------------------

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Grant Funding Agreement</u>

Request to Waive Board Policy on Bid Requirements

Grant year is October 1, 2024 through September 30, 2025 and will be part of the 2025 budget, to provide services to Crime Victims in accordance with the Crime Victim Rights Act, P.A. 87 of 1985

Suggested Recommendation: I move to recommend that the County Board of Commissioners approve the County Prosecutor to renew the Crime Victim Rights grant with the State of Michigan (MDHHS) in the amount of \$40,397.00 for the period of October 1, 2024 through September 20, 2025.

Department Head Approval:  Date: 6-8-24

Victim Rights Prosecutor-2025

Facesheet

FOR OFFICE USE ONLY: Version # _____ APP # _____

1. Demographic Information

- a. Demographic Information Name Leelanau County Prosecuting Attorney
- b. Organizational Unit
- c. Address 8527 E. Government Center Dr.
- d. Address 2 Suite 202
- e. City Suttons Bay State MI Zip 49682-9743
- f. Federal ID Number 46-1385335 Reference No. 078291342 Unique Entity Id. NGV7GJXHM
UZ8
- g. Agency's fiscal year (beginning month and day) January-01
- h. Agency Type
- Private, Non-Profit Public
1. Select the appropriate radio button to indicate the agency method of accounting.
- Accrual
- Cash
- Modified Accrual

2. Program / Service Information

- a. Program / Service Information Name Victim Rights Prosecutor-2025
- b. Is implementing agency same as Demographic Information Yes No
- c. Implementing Agency Name
- d. Project Start Date Oct-01-2024 End Date Sep-30-2025
- e. Amount of Funds Allocated \$40,397.00 Project Cost \$40,397.00

FOR OFFICE USE ONLY: Version # _____

APP # _____

3. Certification / Contacts Information**a. Project Director**

Name Joseph Hubbell
 Title Prosecuting Attorney
 Mailing Address 8527 E. Government Center Dr.
 City Suttons Bay State MI Zip 49682-9743
 Telephone (231) 256-9872 Fax
 E-mail Address jhubbell@leelanau.gov

b. Project Director

Name Laurie LaCross
 Title Project Coordinator
 Mailing Address 8527 E. Govt. Center Drive, Suite 2
 City Suttons Bay State MI Zip 49682-9743
 Telephone (231) 256-9872 Fax
 E-mail Address llacross@leelanau.gov

c. Financial Officer

Name John Gallagher
 Title Financial Officer
 Mailing Address 8527 E. Government Center Dr.
 City Suttons Bay State MI Zip 49682-9743
 Telephone (231) 256-9872 Fax
 E-mail Address jgallagher@leelanau.gov

d. Authorized Official

Name Ty Wessell
 Title Chairperson
 Mailing Address 8527 E. Govt. Center Drive, Suite 2
 City Suttons Bay State MI Zip 49682-9743
 Telephone (231) 432-0066 Fax
 E-mail Address twessell@leelanau.gov

Certifications

FOR OFFICE USE ONLY:

Version # _____

APP # _____

4. Assurances and Certifications**A. SPECIAL CERTIFICATIONS**

- a. By checking this box, the individual or officer certifies that the individual or officer is authorized to approve this grant application for submission to the Department of Health and Human Services on behalf of the responsible governing board, official or Grantee.
- b. By checking this box, the individual or officer certifies that the individual or officer is authorized to sign the agreement on behalf of the responsible governing board, official or Grantee.

B. State of Michigan Information Technology Information Security Policy

1. By checking the following boxes, the Grantee acknowledges compliance with State of Michigan Information Technology Information Security Policy* and provides the following assurances:
- a. The Grantee Project Director will be notified within 24 hours when its users are terminated or transferred or immediately if after an unfriendly separation.
- b. The Grantee Project Director will annually review and certify user accounts to verify the user's access is still required and the user is assigned the appropriate permissions.
- c. The Grantee Project Director will remove user's access within 48 hours of notification when users are terminated or transferred, or immediately if after an unfriendly separation.
- d. After 120 days of inactivity, when the user attempts to log into their account they will receive a message stating their account has been deactivated, and the user will have to request the account be reinstated.

*Policy available at https://www.michigan.gov/documents/dmb/1340_193162_7.pdf

Narrative

FOR OFFICE USE ONLY:

Version # _____

APP # _____

5. Program Synopsis

Under the supervision of the Prosecuting Attorney, the Crime Victims' Assistance Advocacy Program is designed to ensure that ALL victims and survivors of crime involved in the criminal justice system receive the benefit of all community services that are necessary and/or available for them to regain their physical and emotional well-being, by means of a comprehensive intervention and advocacy program. The Crime Victims' Rights Coordinator/Advocate works under the general direction of the County Prosecutor and performs all of the mandated requirements outlined in the William VanRegenmorter Crime Victims' Rights Act 1985, and performs advocate duties within the criminal justice system.

6. Program Target Area

Counties

Counties project will serve (check all that apply):

- | | | |
|---|---------------------------------------|--|
| <input type="checkbox"/> Alcona | <input type="checkbox"/> Alger | <input type="checkbox"/> Allegan |
| <input type="checkbox"/> Alpena | <input type="checkbox"/> Antrim | <input type="checkbox"/> Arenac |
| <input type="checkbox"/> Baraga | <input type="checkbox"/> Barry | <input type="checkbox"/> Bay |
| <input type="checkbox"/> Benzie | <input type="checkbox"/> Berrien | <input type="checkbox"/> Branch |
| <input type="checkbox"/> Calhoun | <input type="checkbox"/> Cass | <input type="checkbox"/> Charlevoix |
| <input type="checkbox"/> Cheboygan | <input type="checkbox"/> Chippewa | <input type="checkbox"/> Clare |
| <input type="checkbox"/> Clinton | <input type="checkbox"/> Crawford | <input type="checkbox"/> Delta |
| <input type="checkbox"/> Dickinson | <input type="checkbox"/> Eaton | <input type="checkbox"/> Emmet |
| <input type="checkbox"/> Genesee | <input type="checkbox"/> Gladwin | <input type="checkbox"/> Gogebic |
| <input type="checkbox"/> Grand Traverse | <input type="checkbox"/> Gratiot | <input type="checkbox"/> Hillsdale |
| <input type="checkbox"/> Houghton | <input type="checkbox"/> Huron | <input type="checkbox"/> Ingham |
| <input type="checkbox"/> Ionia | <input type="checkbox"/> Iosco | <input type="checkbox"/> Iron |
| <input type="checkbox"/> Isabella | <input type="checkbox"/> Jackson | <input type="checkbox"/> Kalamazoo |
| <input type="checkbox"/> Kalkaska | <input type="checkbox"/> Kent | <input type="checkbox"/> Keweenaw |
| <input type="checkbox"/> Lake | <input type="checkbox"/> Lapeer | <input checked="" type="checkbox"/> Leelanau |
| <input type="checkbox"/> Lenawee | <input type="checkbox"/> Livingston | <input type="checkbox"/> Luce |
| <input type="checkbox"/> Mackinac | <input type="checkbox"/> Macomb | <input type="checkbox"/> Manistee |
| <input type="checkbox"/> Marquette | <input type="checkbox"/> Mason | <input type="checkbox"/> Mecosta |
| <input type="checkbox"/> Menominee | <input type="checkbox"/> Midland | <input type="checkbox"/> Missaukee |
| <input type="checkbox"/> Monroe | <input type="checkbox"/> Montcalm | <input type="checkbox"/> Montmorency |
| <input type="checkbox"/> Muskegon | <input type="checkbox"/> Newaygo | <input type="checkbox"/> Oakland |
| <input type="checkbox"/> Oceana | <input type="checkbox"/> Ogemaw | <input type="checkbox"/> Ontonagon |
| <input type="checkbox"/> Osceola | <input type="checkbox"/> Oscoda | <input type="checkbox"/> Otsego |
| <input type="checkbox"/> Ottawa | <input type="checkbox"/> Presque Isle | <input type="checkbox"/> Roscommon |
| <input type="checkbox"/> Saginaw | <input type="checkbox"/> St. Clair | <input type="checkbox"/> St. Joseph |
| <input type="checkbox"/> Sanilac | <input type="checkbox"/> Schoolcraft | <input type="checkbox"/> Shiawassee |

Tuscola

Van Buren

Washtenaw

Wayne

Wexford

Out Wayne

U.S. Congressional, State and House Districts

i. US Congressional Districts

US Congress District 1

US Congress District 2

US Congress District 3

US Congress District 4

US Congress District 5

US Congress District 6

US Congress District 7

US Congress District 8

US Congress District 9

US Congress District 10

US Congress District 11

US Congress District 12

US Congress District 13

US Congress District 14

ii. State Senate Districts

State Senate District 1

State Senate District 2

State Senate District 3

State Senate District 4

State Senate District 5

State Senate District 6

State Senate District 7

State Senate District 8

State Senate District 9

State Senate District 10

State Senate District 11

State Senate District 12

State Senate District 13

State Senate District 14

State Senate District 15

State Senate District 16

State Senate District 17

State Senate District 18

State Senate District 19

State Senate District 20

State Senate District 21

State Senate District 22

State Senate District 23

State Senate District 24

State Senate District 25

State Senate District 26

State Senate District 27

State Senate District 28

State Senate District 29

State Senate District 30

State Senate District 31

State Senate District 32

State Senate District 33

State Senate District 34

State Senate District 35

State Senate District 36

State Senate District 37

State Senate District 38

iii. State House Districts

State House District 1

State House District 2

State House District 3

State House District 4

State House District 5

State House District 6

State House District 7

State House District 8

State House District 9

State House District 10

State House District 11

State House District 12

State House District 13

State House District 14

State House District 15

State House District 16

State House District 17

State House District 18

State House District 19

State House District 20

State House District 21

State House District 22

State House District 23

State House District 24

State House District 25

State House District 26

State House District 27

State House District 28

State House District 29

State House District 30

State House District 31

State House District 32

State House District 33

State House District 34

State House District 35

State House District 36

State House District 37

State House District 38

State House District 39

State House District 40

State House District 41

State House District 42

State House District 43

State House District 44

State House District 45

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|---|--|---|
| <input type="checkbox"/> State House District 46 | <input type="checkbox"/> State House District 47 | <input type="checkbox"/> State House District 48 |
| <input type="checkbox"/> State House District 49 | <input type="checkbox"/> State House District 50 | <input type="checkbox"/> State House District 51 |
| <input type="checkbox"/> State House District 52 | <input type="checkbox"/> State House District 53 | <input type="checkbox"/> State House District 54 |
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| <input type="checkbox"/> State House District 82 | <input type="checkbox"/> State House District 83 | <input type="checkbox"/> State House District 84 |
| <input type="checkbox"/> State House District 85 | <input type="checkbox"/> State House District 86 | <input type="checkbox"/> State House District 87 |
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| <input type="checkbox"/> State House District 91 | <input type="checkbox"/> State House District 92 | <input type="checkbox"/> State House District 93 |
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| <input type="checkbox"/> State House District 97 | <input type="checkbox"/> State House District 98 | <input type="checkbox"/> State House District 99 |
| <input type="checkbox"/> State House District 100 | <input checked="" type="checkbox"/> State House District 101 | <input type="checkbox"/> State House District 102 |
| <input type="checkbox"/> State House District 103 | <input type="checkbox"/> State House District 104 | <input type="checkbox"/> State House District 105 |
| <input type="checkbox"/> State House District 106 | <input type="checkbox"/> State House District 107 | <input type="checkbox"/> State House District 108 |
| <input type="checkbox"/> State House District 109 | <input type="checkbox"/> State House District 110 | |

7. Mission Statement

The Crime Victims' Assistance Advocacy Program's mission is to ensure that all victims and survivors of crime receive proper notification and ability to exercise their rights as entitled under William VanRegenmorter Crime Victim Rights Act 1985.

8. Project Resources

Provide a general description of staff needed to implement Victims Rights in your county. Identify the most critical activities that you perform when providing victim rights.

Currently Leelanau County has a little less than .8 fte's funding through the MDHHS victim rights contract. The Crime Victims' Rights Coordinator/Advocate provides direct services to all crime victims and/or survivors of crime; including crisis intervention and advocacy support. The Coordinator/Advocate keeps victims and/or survivors informed of their rights and obligations; provides information on the status of an investigation or court case, including plea negotiations; keeps victims and/or survivors apprised of scheduled court proceedings, as to dates, times and places of any court hearings; assistance with court preparation by explaining court process; support during court hearings; offering a safe and private area while waiting to testify; assistance in property release and assistance in establishing restitution; assist in Crime Victims Compensation Applications; assist with victim impact statements; prepare all correspondence in accordance with the William VanRegenmorter Crime Victim Rights Act of 1985.

If you utilize the services of volunteers in the provision of Victim Rights, please explain how this is accomplished.

9. Michigan Victim Information and Notification Everyday (MI-VINE)

Does your agency participate in MI-VINE?

Yes No

Provide the number of victims registered to use MI-VINE in your county for court events during the past calendar year.

59

To obtain statistics for number of Victims Registered with MI-VINE visit the website <https://www.vinewatch.com/vinewatch/>

Please describe your programs efforts to utilize MI-VINE.

Provide brochures and tear off sheets and offer assistance to sign up upon request.

10. Community Coordination

1. Community Coordination Activity 1 - Describe any community activities, projects, or coordination councils that your office is involved in to promote Victim Rights and services.

Michael's Place - Grief center for all ages. Help grieving adults in navigating their way thru sudden loss, and help with groups including children experiencing loss. Michael's Place offers many programs for many types of losses.

Domestic Violence task force. Trying to work with the MSP Crime Victim Advocate in our area to recreate a regional Domestic Violence Task force which would include participation from local DV shelter, law enforcement, courts, probation, CPS, health department and other community resources specific to the needs of domestic violence victims and their children.

2. Community Coordination Activity 2 - Describe any community activities, projects, or coordination councils that your office is involved in to promote Victim Rights and services.

Traverse Bay Area Children's Advocacy Center - participates with agency to provide prevention education as to child sexual abuse. Work with the center when child is interviewed for an incident in Leelanau County.

3. Community Coordination Activity 3 - Describe any community activities, projects, or coordination councils that your office is involved in to promote Victim Rights and services.

Safe Schools initiative and School Justice Partnership. These are violence and truancy intervention groups. Brings resources and materials to local schools and offer presentations.

Senior Services - work with senior citizens to prevent scams. MParticipate in yearly Senior Expo and provide prevention materials and speak with senior citizens.

Work Plan for Victim Rights Prosecutor-2025
 Agency: Leelanau County Prosecuting Attorney
 Application: Victim Rights Prosecutor-2025

6/4/2024

FOR OFFICE USE ONLY: Version # _____ APP # _____

11. Work Plan

Objective : Provide notices to crime victims as defined in the William VanRegenmorter Crime Victim Rights Act of 1985

Activity : Generate and send initial victims' rights information as required by Michigan's CVRA for felony cases pursuant to MCL 780.756.

Responsible Staff : Crime Victims Rights Advocate

Date Range : 10/01/2024 - 09/30/2025

Expected Outcome : 100 % of victims will receive information under this section within 7 days of the defendant's arraignment

Measurement : ACT/JCT/Karpel or comparable system

Activity : Generate and send initial victims' rights information as required by Michigan's CVRA for juvenile offender cases pursuant to MCL 780.786.

Responsible Staff : Crime Victims Rights Advocate

Date Range : 10/01/2024 - 09/30/2025

Expected Outcome : 100 % of requesting victims will receive information under this section within 72 hours after filing a juvenile petition.

Measurement : ACT/JCT/Karpel or comparable system

Activity : Generate and send initial victims' rights information as required by Michigan's CVRA for misdemeanor cases pursuant to MCL 780.816.

Responsible Staff : Crime Victims Rights Advocate

Date Range : 10/01/2024 - 09/30/2025

Expected Outcome : 100 % of requesting victims will receive information under this section within 48 hours after arraignment/plea.

Measurement : ACT/JCT/Karpel or comparable system

Activity : Generate and send notification of the defendant's conviction and the victim's right to make a written or oral victim impact statement as required by the CVRA pursuant to MCL 780.763, 780.765, 780.792, 780.793, 780.823, 780.825.

Responsible Staff : Crime Victims Rights Advocate

Date Range : 10/01/2024 - 09/30/2025

Expected Outcome : 100 % of requesting victims will receive notice of this right.

Measurement : ACT/JCT/Karpel or comparable system

Activity : Generate and send the final disposition of the defendant's case, including applicable post-conviction forms, as required by the CVRA pursuant to MCL 780.763a(1), 780.772, 780.791a, 780.793(2), 780.828a(2), 780.827.

Responsible Staff : Crime Victims Rights Advocate

Date Range : 10/01/2024 - 09/30/2025

Expected Outcome : 100 % of requesting victims will receive information

Measurement : ACT/JCT/Karpel or comparable system

Activity : Inform the victim of their right receive notice of appeal pursuant to MCL 780.768a

Responsible Staff : Crime Victims Rights Advocate

Date Range : 10/01/2024 - 09/30/2025

Expected Outcome : 100 % of requesting victims will receive notice of their right to be informed of an appeal.

Measurement : ACT/JCT/Karpel or comparable system

Activity : Generate and send notification of scheduled court proceedings as required by Michigan's CVRA pursuant to MCL 780.756, 780.786, and 780.816.

Responsible Staff : Crime Victims Rights Advocate

Date Range : 10/01/2024 - 09/30/2025

Work Plan for Victim Rights Prosecutor-2025
 Agency: Leelanau County Prosecuting Attorney
 Application: Victim Rights Prosecutor-2025

6/4/2024

Expected Outcome :	100% of requesting victims will receive information.
Measurement :	ACT/JCT/Karpel or comparable system
Activity :	Provide the total number of new victims who were given specific information about exercising their crime victim rights.
Responsible Staff :	Crime Victims Rights Advocate
Date Range :	10/01/2024 - 09/30/2025
Expected Outcome :	100% of new victims will be given specific information about exercising their rights.
Measurement :	ACT/JCT/Karpel or comparable system
Activity :	Provide the number of CVRA eligible victims requesting crime victim rights.
Responsible Staff :	Crime Victims Rights Advocate
Date Range :	10/01/2024 - 09/30/2025
Expected Outcome :	100% of CVRA eligible victims requesting their rights will be reported.
Measurement :	ACT/JCT/Karpel or comparable system
Objective :	Victim Advocate will provide additional education, referrals, and services to crime victims from a trauma informed/victim centered perspective in conjunction with victim's needs.
Activity :	Victim advocate(s) will provide courtroom accompaniment when requested by the victim.
Responsible Staff :	Crime Victims Rights Advocate
Date Range :	10/01/2024 - 09/30/2025
Expected Outcome :	100% of victims requesting courtroom accompaniment will receive this advocacy service
Measurement :	Spreadsheet or comparable system
Activity :	Provide the number of victims who received Crime Victim Compensation (CVC) application assistance.
Responsible Staff :	Crime Victims Rights Advocate
Date Range :	10/01/2024 - 09/30/2025
Expected Outcome :	100% of victims requesting CVC application assistance will receive this service.
Measurement :	ACT/JCT/Karpel or comparable system
Activity :	Provide the number of victims who received assistance with MI VINE services.
Responsible Staff :	Crime Victims Rights Advocate
Date Range :	10/01/2024 - 09/30/2025
Expected Outcome :	100% of victims requesting assistance with MI VINE will receive this service.
Measurement :	ACT/JCT/Karpel or comparable system
Activity :	Provide the number of victims who received Address Confidentiality Program (ACP) assistance.
Responsible Staff :	Crime Victims Rights Advocate
Date Range :	10/01/2024 - 09/30/2025
Expected Outcome :	100% of victims requesting assistance with Address Confidentiality Program will receive this service.
Measurement :	Spreadsheet or comparable system
Objective :	Victim Advocate will obtain continuing education from MDHHS-DVS approved training sessions.
Activity :	Part time Victim Advocate(s) will obtain 8 continuing education credits per grant year.
Responsible Staff :	Crime Victims Rights Advocate
Date Range :	10/01/2024 - 09/30/2025
Expected Outcome :	100% of partially-funded staff funded under this grant agreement will have achieved eight continuing education hours by the end of the grant year.
Measurement :	Training log or Certificate of Attendance

Work Plan for Victim Rights Prosecutor-2025
Agency: Leelanau County Prosecuting Attorney
Application: Victim Rights Prosecutor-2025

6/4/2024

Objective : Grantee will comply with reporting requirements of the grant agreement
Activity : Ensure all quarterly reports are complete and submitted in a timely manner.
Responsible Staff : Crime Victims Rights Advocate
Date Range : 10/01/2024 - 09/30/2025
Expected Outcome : Quarterly grant reports will be submitted prior to the deadline
Measurement : Spreadsheet or comparable system

Budget

FOR OFFICE USE ONLY:							Version #	APP #
Line Item	Qty	Rate	Units	UOM	Total	Amount		
DIRECT EXPENSES								
Program Expenses								
1 Salary & Wages								
Coordinator	1310.0000	28.940	0.000		37,911.00	37,911.00		
2 Fringe Benefits								
All Composite Rate	0.0000	3.250	37911.000		1,232.00	1,232.00		
3 Employee Travel and Training								
4 Supplies & Materials								
Postage	0.0000	0.000	0.000		113.00	113.00		
5 Subawards – Subrecipient Services								
6 Contractual - Professional Services								
7 Communications								
8 Grantee Rent Costs								
9 Space Costs								
10 Capital Expenditures - Equipment & Other								
11 Client Assistance - Rent								
12 Client Assistance - All Other								
Ancillary Direct Victim Needs	0.0000	0.000	0.000		1,141.00	1,141.00		

Budget Detail for Victim Rights Prosecutor-2025
 Agency: Leelanau County Prosecuting Attorney
 Application: Victim Rights Prosecutor-2025

5/31/2024

Line Item	Qty	Rate	Units	UOM	Total	Amount
13 Other Expense						
Total Program Expenses					40,397.00	40,397.00
TOTAL DIRECT EXPENSES					40,397.00	40,397.00
INDIRECT EXPENSES						
Indirect Costs						
1 Indirect Costs						
2 Cost Allocation Plan						
Total Indirect Costs					0.00	0.00
TOTAL INDIRECT EXPENSES					0.00	0.00
TOTAL EXPENDITURES					40,397.00	40,397.00

Budget Summary for Victim Rights Prosecutor-2025
 Agency: Leelanau County Prosecuting Attorney
 Application: Victim Rights Prosecutor-2025

5/31/2024

Category	Total	Amount	Narrative
DIRECT EXPENSES			
Program Expenses			
1 Salary & Wages	37,911.00	37,911.00	
2 Fringe Benefits	1,232.00	1,232.00	
3 Employee Travel and Training	0.00	0.00	
4 Supplies & Materials	113.00	113.00	
5 Subawards – Subrecipient Services	0.00	0.00	
6 Contractual - Professional Services	0.00	0.00	
7 Communications	0.00	0.00	
8 Grantee Rent Costs	0.00	0.00	
9 Space Costs	0.00	0.00	
10 Capital Expenditures - Equipment & Other	0.00	0.00	
11 Client Assistance - Rent	0.00	0.00	
12 Client Assistance - All Other	1,141.00	1,141.00	
13 Other Expense	0.00	0.00	
Total Program Expenses	40,397.00	40,397.00	
TOTAL DIRECT EXPENSES	40,397.00	40,397.00	
INDIRECT EXPENSES			
Indirect Costs			
1 Indirect Costs	0.00	0.00	
2 Cost Allocation Plan	0.00	0.00	

Category	Total	Amount	Narrative
Total Indirect Costs	0.00	0.00	
TOTAL INDIRECT EXPENSES	0.00	0.00	
TOTAL EXPENDITURES	40,397.00	40,397.00	

Source of Funds

Category	Total	Amount	Cash	Inkind	Narrative
1 Source of Funds					
MDHHS State Agreement	40,397.00	40,397.00	0.00	0.00	
Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00	
Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00	
Local	0.00	0.00	0.00	0.00	
Non-MDHHS State Agreements	0.00	0.00	0.00	0.00	
Federal	0.00	0.00	0.00	0.00	
Other	0.00	0.00	0.00	0.00	
In-Kind	0.00	0.00	0.00	0.00	
Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
Total Source of Funds	40,397.00	40,397.00	0.00	0.00	
Totals	40,397.00	40,397.00	0.00	0.00	

Miscellaneous

FOR OFFICE USE ONLY:	Version # _____	APP # _____
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15. Supporting documentation, if required

Attachment Title	Attachment

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Sheriff's Office</u> Contact Person: <u>U/S James Kiessel</u> Telephone Number: <u>231-256-8602</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>06/11/2024</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>06/11/2024</u>
Submittal Dates							
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: _____	<u>06/11/2024</u>						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Out of State Travel</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ </td> </tr> </table>	Financial/Source Selection Method	<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Out of State Travel</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ Description: Out-of-State Travel				
Financial/Source Selection Method							
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Out of State Travel</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
Budgeted Amount: _____ Contracted Amount: _____							
Document Description							
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization							
<p>The Sheriff's Office is a member of the Northern Michigan Law Enforcement Training Group (NMLETG). This Northern Michigan Law Enforcement Training Group (NMLETG) is an urban cooperative created in 2001 by three Northern Michigan Police agencies. Current membership includes 75 agencies representing local, county, state, tribal and federal public safety agencies. It also includes three community colleges.</p> <p>The Mission of NMLETG is to support and provide high quality training for Federal, Tribal, State and Local public safety professionals. This is accomplished by providing and coordinating training using economies of scale to reduce impact on member agency resources and provide access to conveniently co-located training facilities.</p> <p>The NMLETG has recently been approved for a Public Order, Public Safety, Train the Trainer (POPS-TtT) course for five individuals from its membership. The course is hosted by Federal Emergency Management Agency (FEMA) and held at the Federal Law Enforcement Training Center (FLETC) in Glynco, Georgia from September 8-12, 2024. As a member agency, The Leelanau Sheriff's Office was asked to send a member. The training is covered under a grant through NMLETG and covers the cost of travel, lodging and meals for the Sheriff's Office employee only leaving wages covered by the agency. At this time, the exact member of the agency that will attend the training has not been determined. Consistent with county policy, the Sheriff is requesting permission to send one (1) employee to the training in September under the agreement described above. Attached is the correspondence, pertaining to the coordination and announcement of the training.</p>							
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners approve and allow the Sheriff's Office to send one employee out out state for training in Glynco, Georgia, September 8-12, 2024. With the costs for travel, lodging, and meals to be covered under an agreement with the NMLETG training group.</p>							

 Department Approval: Undersheriff James C. Kiessel

 Digitally signed by Undersheriff James C. Kiessel
 Date: 2024.05.29 07:52:39 -0400

 Date: 05/29/2024

Duane Wright

From: Sheriff Pat Whiteford [REDACTED]
Sent: Wednesday, May 22, 2024 6:55 PM
To: Jerry Cannon; Dayton, Brian
Cc: Warren, Ronnie; [REDACTED] Matthew Leirstein; Duane Wright
Subject: RE: POPS-B TtT

Good evening,

Field Force has been approved, please have your assigned staff use the link below to apply for the spot for the training in Georgia. Lt. Wright can you confirm the name of who will be going from Leelanau. Undersheriff Leirstein, if you still have a second person please let us know the name and have both sign up.

Roscommon- Deputy Daniel Cochrane
 Emmet - Deputy Taylor Dornbier
 Emmet
 Kalkaska- Sgt. Paul Belanger
 Leelanau-

Thank you,

Pat

From: Jerry Cannon [REDACTED]
Sent: Wednesday, May 22, 2024 11:05 AM
To: [REDACTED]
Cc: Warren, Ronnie [REDACTED]; Sheriff Pat Whiteford [REDACTED]
Subject: Re: POPS-B TtT

Thanks Brian. We're all over this opportunity. Sheriff Whiteford was in on our call this morning. I've Cc'd him on your email. He'll get the names and registrations taken care of.

On Wed, May 22, 2024, 10:38 Dayton, Brian [REDACTED] wrote:

For your instructors and for the September POPS TtT delivery Ronnie (cc'd) will need their names to hold them a seat. Please get the names sent as soon as possible, and have your instructors apply for the class as well (today would be best).

Public Order, Public Safety -

Link to apply:

[Public Order and Public Safety: Basic - Center for Domestic Preparedness \(dhs.gov\)](https://www.dhs.gov/public-order-and-public-safety)

*Sept. 8-12
2024*

Kind Regards,

[REDACTED]
Program Specialist

Center for Domestic Preparedness

Federal Emergency Management Agency (FEMA)

U.S. Department of Homeland Security

[REDACTED]

[REDACTED]

From: Sheriff Pat Whiteford [REDACTED]

Sent: Friday, April 12, 2024 10:52 AM

To: [REDACTED]

Subject: Filed Force Trainer

All,

Please let me know if anyone wants to send a Deputy for Field Force Training, I need to have 5 to send through NMLETG. As soon as we get five names we will have a kick off meeting. Travel, training, food and lodging are covered for the week long training?

Patrick J. Whiteford, Sheriff

Kalkaska County Sheriff's Office

605 N. Birch St, Kalkaska, MI 49646

231-258-8686

[REDACTED]


EXECUTIVE DOCUMENT SUMMARY

Department: <u>Sheriff's Office</u> Contact Person: <u>U/S James Kiessel</u> Telephone Number: <u>231-256-8602</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>06/11/2024</u>
Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Grant</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ Description: Grant Application
Budgeted Amount: _____ Contracted Amount: _____	
Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization	
<p>The Sheriff's Office currently has one open position that we are unable to fill and is requesting permission to hire an employed recruit and enter into the Public Safety Academy Assistance program/grant process with the Michigan Commission on Law Enforcement Standards (MCOLES) and Northwestern Michigan College (NMC) to send the employed recruit the basic police training academy that starts on August 21, 2024. With this grant of \$24,000.00, the agency will be allowed, for the first time in it's history, to send an employed recruit to the basic training needed to become a licensed law enforcement deputy for the County of Leelanau.</p> <p>As tentatively approved by the Board of Commissioners in May 2024, the process for this procedure would entail hiring a candidate through a sponsorship reimbursement agreement that has already been approved by Corporate Counsel. Once that candidate, has been selected the grant application process would be submitted to MCOLES through NMC. When approved, the candidate would then enter the Police Academy earning a flat wage, with no overtime, for their time spent in the academy process. The grant would cover the academy costs and wages up to the \$24,000.00 limit. The overall cost of the employed recruit for wages, minimally required benefits and the academy will more than likely exceed the \$24,000.00 limit. Unfortunately, those extra costs are unavoidable given the current economic state and the wages needed to attract candidates.</p> <p>When the candidate has successfully passed the academy they will then join the agency as a full-time employee in the Field Training process. If that employee, for some reason then leaves the agency within a 4-year period they would then possibly be required to reimburse the agency for the costs associated with their training.</p> <p>Unfortunately, filling jobs within the Law Enforcement field and especially in Leelanau County has become more difficult due to various reasons; Therefore this request is due to the result of a lack of qualified and licensed candidates applying for current open positions.</p> <p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners allow the Sheriff's Office to proceed with an employed recruit and enter into the Public Safety Academy Assistance program/grant process with the Michigan Commission on Law Enforcement Standards and Northwestern Michigan College for the Police academy that starts on August 21, 2024. Funds from the grant to be placed into a special, yet undetermined, account and used to cover the costs associated with the academy and hiring process.</p>	
Department Approval: <u>Undersheriff James C. Kiessel</u>	<small>Digitally signed by Undersheriff James C. Kiessel Date: 2024.05.31 10:27:57 -04'00'</small> Date: <u>05/31/2024</u>

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Emergency Mgt/911</u> Contact Person: <u>Matt Ansorge</u> Telephone Number: <u>(231) 256-8775</u>	Submittal Dates <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>06/11/2024</u>
Financial/Source Selection Method <input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>T-Mobile Central, LLC</u> Address/ Phone: <u>12920 SE 38th Street</u> <u>Bellevue, WA 98006</u> <u>(425) 641-1140</u> Description: <u>Tower Lease Agreement</u>
Budgeted Amount: _____ \$ <u>0.00</u>	Contracted Amount: _____ \$ <u>77,520.00</u>
Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization	
<p>T-Mobile currently does not have a large network footprint in Leelanau County, nor do they lease space on any of our towers. It was part of T-Mobile's business model to expand service into Leelanau County this year and they targeted the Central Tower and Maple City Tower sites for the expansion of their cellular and data networks. T-Mobile will have plans to further expand in the future and we hope to achieve a fair agreement so that other county-owned towers could be part of their future business model.</p> <p>The red-lined drafts of these agreements are attached to the Board packet because our legal counsel has not yet returned the clean version for signature. Our attorneys typically insert a stamp of approval on the document, and T-Mobile's attorneys will require the same. Once these drafts are finalized on both sides, I will provide them to the Board Chairman for signature.</p> <p>The main point of contention with the lease language involved Section 10: Insurance Requirements. T-Mobile had issues with individual or entity-specific endorsements on insurance coverage. Legal Counsel and MMRMA were consulted on this issue. It was agreed that the Leelanau County Board Policy on Insurance Requirements was intended for private contractors and subcontractors performing work for County benefit. This does not adequately represent private tower lessees such as T-Mobile. Sufficient insurance coverage language was agreed upon for insertion into Section 10 of these leases.</p>	
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners approve the Tower Space Lease Agreements for T-Mobile at the Central and Maple City Tower sites and authorize the County Board Chairman to sign each agreement, pending final approval from Corporate Counsel.</p>	

Department Approval: _____



 Matt Ansorge
 2024.06.04 21:27:40 -04'00'

 Date: 06/04/2024

TOWER SPACE LEASE AGREEMENT

THIS TOWER SPACE LEASE AGREEMENT ("Lease") is executed this ____ day of _____, 2023 (the "Effective Date"), by and between, **COUNTY OF LEELANAU**, a Municipal Corporation and political subdivision of the State of Michigan (Lessor, hereinafter referred to as the "County") within the State of Michigan, whose mailing address is 8527 E. Government Center Dr., Suite 101, Suttons Bay, MI 49682 and **T-MOBILE CENTRAL LLC.**, a Delaware limited liability company located at 12920 SE 38th Street, Bellevue, WA 98006 (hereinafter referred to as "Lessee").

RECITALS:

WHEREAS, the County owns towers, capable of supporting antenna(s) and transmission line(s) and properties for installation and maintenance of equipment shelters are located at 1095 South Pit Road, Leland, Michigan 49654, and 8525 East Government Center Drive, Suttons Bay, Michigan 49682, and 11750 East Davis Road, Northport, Michigan 49670, and 100 West Eighth Street, Northport, Michigan 49670, and 9237 South Tower Road, Maple City, Michigan 49664; and

WHEREAS, Lessee desires to lease space on the tower located at 1095 S. Pit Rd, Leland, Michigan (the "Tower") and for the installation and operation of antenna(s), cable(s), transmission line(s) and related equipment and appurtenance ("Equipment") to receive and transmit signals; and

WHEREAS, Lessee represents that it shall, prior to installation of its Equipment, obtain in effect all necessary licenses to receive and transmit signals from Tower's location; and shall make such licenses available for review by the County upon request; and

WHEREAS, the County agrees to lease space on the Tower for Equipment and on the ground for equipment shelters that are requested by the Lessee pursuant to the terms and conditions of this Lease.

NOW THEREFORE, for and in consideration of the terms and mutual promises herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, **THE COUNTY AND LESSEE AGREE AS FOLLOWS:**

1. Property: The County hereby grants Lessee the right to install, maintain, operate and remove Lessee's Equipment on the Tower and real property owned by the County at the Central tower site, located at 1095 S Pit Rd, Leland, Michigan 49654, situated in the State of Michigan and County of Leelanau and on the Property which is more particularly described in Exhibit 1 attached hereto ("Property" or "Properties") together with non-exclusive easements for ingress, egress and utilities to the Tower during the Initial Term and any Extended Terms.

2. Premises: The County agrees to allow Lessee to utilize a vacant, County-owned equipment shelter to house equipment to be operated by Lessee, and the County agrees to provide space on the Tower at 333ft level for Lessee to mount its Equipment for Lessee's wireless

transmitting purposes. It is agreed that Lessee, or a contractor retained by Lessee, in a position and manner mutually agreeable to the County and Lessee, will mount the Equipment on the Tower and install equipment inside the shelter on the ground, as may be more particularly described in Exhibit 2 attached hereto (collectively, the "Equipment"). The Lessee shall be responsible for maintaining its Equipment on the Tower and its equipment inside the shelter in good operating condition. The County shall be responsible for maintaining the Tower and associated property controlled by the County.

The County hereby grants Lessee access to the Property for the purpose of installing the Equipment on the Tower and equipment inside the ground shelter. Thereafter, Lessee shall be provided access for maintenance and repair of Lessee's Equipment and equipment shelters. Lessee shall fully comply with all County policies and procedures pertaining to security requirements covering the Tower. The County hereby grants permission to Lessee to install, maintain and operate the Equipment described in Exhibit 2. Lessee reserves the right to replace the aforementioned Equipment with similar and comparable equipment provided said replacement does not increase the weight load on the Tower. Installing signs or advertising by Lessee on the Tower or Property is absolutely prohibited, provided, however that Lessee is allowed to install any signage mandated by the FCC or any other government agency. It is understood and agreed that there is no guarantee or warranty whatsoever by the County concerning the performance or coverage resulting from Lessee's use of the Tower and associated facilities. Upon ninety (90) days written notice to Lessee, the County reserves the right to require Lessee's to relocate its Equipment, and Lessee agrees to relocate said Equipment at Lessee's expense to a mutually agreed new tower location, provided that said relocation does not substantially change or interfere with the operation of the Equipment associated with the relocated Equipment or otherwise result in interference with Lessee business operations, and provided further that the County's sole purpose in requesting Lessee to move its Equipment is for a material bona fide public safety purpose.

3. Initial Term: Since this Lease will be established prior to equipment being installed on the tower by Lessee, the Initial Term of this Lease shall be for a period of five (5) years commencing on the first day of the month following the date in which Lessee's equipment has been installed on the tower and final inspections have been performed by the representatives of both the County and Lessee, (the "Commencement Date") and expiring on the fifth anniversary of the Commencement Date unless terminated earlier as provided in Sections 9, 14 or 17 of this Lease.

4. Extended Terms: Provided this Lease is not terminated as authorized in Sections 9, 14, or 17 of this Lease, Lessee shall have the option to extend the Initial Term on the same terms as contained herein for up to two (2) additional periods of five (5) years ("Extended Term") each with the Initial Term and both Extended Terms combined consisting of a term not to exceed a total of fifteen (15) years. This Lease shall terminate at the end of the Initial Term or the first subsequent Extended Term unless the Lessee gives the County written notice of its desire to extend the term at least sixty (60) days in advance of the expiration of the Initial Term or the first Extended Term of this Lease.

5. Rent and Tower Assessment Fee: Lessee shall pay to the County a total annual rent of ~~Forty-Eight Thousand Nine Hundred Fifty-Three Thousand Four Hundred Sixty and no/100 Dollars (\$48,900.00)~~ ~~\$53,460.00~~ to be paid in equal monthly installments of

Four Thousand ~~Seventy-Five~~~~Four Hundred Fifty-Five~~ and no/100 Dollars (~~\$4,075.00~~~~\$4,455.00~~) ("Rent") on the first day of the month, in advance, to County or to such other person, firm or place as County may, from time to time, designate in writing at least thirty (30) days in advance of any Rent payment date by notice given in accordance with Section 16 below.

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The annual Rent shall increase at a rate of three percent (3%) per year over the Rent paid during the prior year, upon the anniversary of the Commencement Date.

Upon agreement of the parties, Lessee may pay Rent by electronic funds transfer and in such event, County agrees to provide to Lessee bank routing information for such purposes upon request of Lessee.

In addition to the rent required in this Section 5, the Lessee shall also reimburse the County the total actual cost(s) the County incurs for Tower Assessments conducted pursuant to "conditions precedent (e)" set forth in Section 8 of this Lease, but in no event more than \$5,000 per assessment.

6. Rental Documentation: Within fifteen (15) days of obtaining an interest in the Property or this Lease, and assignee(s), transferee(s) or other successor(s) in interest of the County shall provide to Lessee Rental Documentation evidencing County's interest in and right to receive payments under this Lease, including without limitation: (i) documentation, acceptable to Lessee in Lessee's reasonable discretion, evidencing their good and sufficient title to and/or interest in the Property and right to receive rental payment and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Lessee, for any party to whom rental payments are to be made pursuant to this Lease; and (iii) other documentation requested by Lessee in Lessee's reasonable discretion. From time to time during the Terms of this Lease and within thirty (3) days of a written request from Lessee, any assignee(s) or transferee(s) of County agrees to provide updated Rental Documentation in a form reasonable acceptable to Lessee. Delivery of Rental Documentation to Lessee by any assignee(s), transferee(s) or other successor(s) in interest of County shall be a prerequisite for the payment of any rent by Lessee to such party and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of County until Rental Documentation has been supplied to Lessee as provided herein.

7. Taxes: Lessee shall pay any taxes levied on Lessee's personal property located or installed on the Tower and Property. Lessee's equipment shall remain Lessee's personal property even though it may be attached or affixed to the Tower or Property. County and Lessee agree that personal property of the Lessee shall not be considered fixtures. Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Lessee is wholly or partly responsible for payment.

8. Conditions Precedent: The following are conditions precedent to the commencement and/or the continuation of this Lease:

- (a) Lessee, at its own expense, shall secure appropriate licenses and approvals

required for its intended use of the Tower and Property from the Federal Communications Commission, the Federal Aviation Administration and any other federal, state or local regulatory authority having jurisdiction over Lessee's proposed use of the Tower and Property. In the event that any of such applications for such approvals should be rejected or any approval issued to Lessee is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, then either the County or Lessee may terminate this Lease as provided in Section 9. The County, however, may not terminate this Agreement based on the grounds set forth in this sub-section, if the Lessee re-applies and/or appeals within sixty (60) calendar days of the application rejection or the loss of the required governmental license or approval;

- (b) Lessee may, at its own expense, obtain a title report or commitment for a title policy from a title insurance company of its choice. If, in the opinion of Lessee such title report shows any defects of title or liens or encumbrances which adversely affect Lessee's use of the Tower and/or Property or its ability to obtain financing, Lessee shall have the right to terminate this Lease as provided in Section 9;
- (c) Lessee may, at its own expense, have the Property surveyed and to have structural tower studies, radio frequency engineering and other engineering analyses performed. In the event that any defects are shown by the survey or the engineering analyses, which in the opinion of Lessee may adversely affect Lessee's use of the Tower and Property, Lessee shall have the right to terminate this Lease upon written notice to the County as provided in Section 9;
- (d) Lessee may, at its own expense, have an environmental assessment of the Property performed by an environmental consulting firm of their choice. If the environmental assessment reveals that the Property is contaminated with Hazardous Materials, as that term is hereinafter defined, and Lessee, its employees, agents, or contractors did not cause such contamination, Lessee may terminate this Lease as authorized in Section 9;
- (e) County, at Lessee's expense, but not to exceed \$5,000 per assessment has conducted a Tower Assessment to determine if the Tower's structure can safely bear the weight of the Equipment Lessee intends to place on the Tower and has determined from the assessment's findings that the Tower can safely bear the additional weight. Fees from an independent tower consultant hired by the County will also be part of the Tower Assessment fee. A Tower Assessment shall also be required before the Lessee places new or additional equipment and materials on the Tower that increases the overall weight of the Lessee's Equipment on the Tower. Placement of any equipment and materials on the Tower without a prior Tower Assessment and approval by the County shall be a material breach of this Lease; and
- (f) If Lessee determines in its sole discretion that the Tower located at the Property is not commercially viable, Lessee may terminate this Lease as authorized in Section 9.

9. **Termination:** Upon any failure of Lessee to pay any sum due Lessor, or to perform any obligation required by this Lease, and failure to cure such obligation within thirty (30) days of receipt of written notice by County, or if Lessee does not have or for any reason ceases to have, in effect any license required for the operation of the Equipment on the Tower (unless Lessee re-applies for such license or approval within sixty (60) calendar days), or if Lessee becomes adjudicated as bankrupt or if bankruptcy proceedings are initiated by Lessee or its creditors without a subsequent dismissal thereof within one hundred twenty (120) days, or if there is nonuse or vacation of the space covered by this Lease by Lessee for a period of sixty (60) days, or for reasons related to the structural capacity of the Tower, provided that the structural capacity issues are not due to the County adding other users on the Tower after the date of this Lease and further provided the Lessee has been given the opportunity to remedy such structural issue as it relates to Lessee's use of the Tower and Lessee has been either unable to do so or has chosen not to undertake such remedy within thirty (30) days of receiving notice of the structural issue(s), the County may terminate Lessee's rights under this Lease by giving not less than thirty (30) days prior written notification by certified U.S. mail, return receipt requested, to Lessee at the address set forth in Section 16.

Lessee may terminate this Lease upon the occurrence of any of the events set forth in Section 8, or if the site becomes undesirable due to irresolvable signal interference. To exercise its rights to terminate this Lease the Lessee must provide the County with not less than thirty (30) days prior written notice, sent to the County by certified U.S. Mail, return receipt requested, to the County's address set forth in Section 16. Such notice shall specify the reason for the termination.

Upon termination of this Lease by the County or Lessee under this section Lessee shall pay the County all sums due as of the effective date of termination and the County shall refund to the Lessee, pro-rata, any unearned rent paid in advance. The Lessee shall fully remove its Equipment and property from the Tower and Property within forty-five (45) days after the effective date of termination, or within such longer period of time as may be mutually agreed upon in writing by the County and Lessee. If Lessee fails to remove its Equipment and property within the required time period, the County may do so and bill the cost of its removal and storage to the Lessee, which bill shall be paid by Lessee within thirty (30) days of Lessee's receipt of the bill. In the event Lessee fails to remove its Equipment in a timely manner, the County shall not be responsible for any loss or damage to Lessee's Equipment and property resulting from its removal from the County's Tower and Property or during storage. If Lessee fails to recover its Equipment and property within thirty (30) days after it was placed in storage the County may sell or otherwise dispose of the same.

10. **Insurance Requirements:** During the Term, Lessee and Lessor each shall maintain Commercial General Liability Insurance in amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Lessee and Lessor shall each maintain property insurance on a replacement cost basis for their respectively owned real or personal property. The Lessee at all times during the term of this Lease, including the initial term and any extended term and any hold-over period, in which the Lessee continues to occupy the Tower and Property covered by the Lease, that at a minimum meet the requirements of the Leelanau County Board of Commissioners' Policy on "Insurance

~~Requirements", and any amendments made thereto over this Lease's term. A copy of said Board of Commissioners' Policy is attached to this Lease labeled Exhibit 3. The attached Exhibit 3 is incorporated by reference into this Lease and made a part hereof.~~

11. Utilities: Lessee shall be responsible for paying for the electricity consumed and all other utilities Lessee uses in its operations, including Lessee's generator support and phone service. Lessee will be permitted to install a separate utility meter, and County grants to Lessee and the local utility company, as appropriate, any easement reasonably required in order to provide utility service to Lessee's equipment.

12. Environmental Compliance: The County represents and warrants to the best of its knowledge that (i) the Property, as of the date of this Lease, is free of Hazardous Materials, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. The County acknowledges that Lessee may use a permanent emergency back-up generator at this location, lead-acid batteries and may also use a fire suppression system within a shelter solely occupied by Lessee. The use of these systems will not constitute a violation of this Section. The County and Lessee agree that each will be responsible for compliance with any and all applicable government laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment to worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

Subject to the warranty provision in this Section, and to the extent permitted by applicable law, Lessee shall be solely liable and agrees to indemnify and hold the County harmless for any act of negligence or intentional contamination, spill, accidental discharge, or nuisance to the leased premises caused by Lessee, or its agents, as a result of the placement, storage or disposal of any dangerous, toxic or hazardous substances on the Premises. Lessee's responsibility for the same shall extend beyond the Term(s) of this Lease provided the contamination, spill, accidental discharge, or nuisance was caused by Lessee.

"Hazardous Material" means any material or substance that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; all corresponding and related State of Michigan and local statutes, ordinances and regulations; and in any other applicable environmental law, regulation or ordinance now existing or hereinafter enacted.

The indemnification responsibilities set forth in this Section 11 specifically include, but are not limited to, reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Lease.

In the event Lessee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property that was not brought onto the Property or caused by Lessee, that, in Lessee's sole determination, renders the condition of the Premises or Property unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Premises would expose Lessee to undue risks of liability to a government agency or third party, Lessee will have the right, in addition to any other rights it may have in law or in equity, to terminate this Lease upon written notice to the County.

13. Radio Frequency Exposure Safety:

- (a) Lessee, represents and warrants and shall cause its employees and tower contractors to represent and warrant, that it and they are fully aware of and knowledgeable about the inherent dangers of working on or near towers, rooftops, or other wireless communication sites that are "live", i.e., that are actively receiving and/or transmitting radio signals that may create radio frequency radiation ("RFR") hereinafter "Live Sites".
- (b) Lessee shall ensure that only those Lessee employees or agents or its contractor's employees or agents who make the representation set forth in subsection (a), and who have satisfactorily completed RFR safety training in accordance with FCC OET 65, the most current applicable updates in OSHA regulations and guidelines, and commonly recognized industry practices, may enter a Live Site or perform work on a Live Site. The County shall have no responsibility whatsoever to monitor access to the Live Site, or to monitor the performance of work on such Live Sites, by Lessee or its contractors, employees or agents or to verify training of the same.
- (c) The presence at, or performance of any work on a Live Site by any of Lessee or its contractor's employees or agents who have not made the above representations, shall constitute a breach of this Lease. In the event of such breach, the Lessee shall be liable to the County for any liability, damages, and costs incurred by the County as a result of said breach.

14. Interference:

- (a) Lessee shall erect, construct, and operate its equipment and property on the Tower and Property in a manner that will not cause interference to the County or any other lessees or licensees of the Tower and Property, provided that the rights or installations of such other lessees or licensees predate the installation of Lessee's property and equipment. All operations by Lessee shall be in compliance with all FCC requirements. In the event any after-installed Lessee's equipment causes such interference, and after County has notified Lessee in writing of such interference, Lessee shall immediately take all commercially reasonable steps to correct and eliminate the interference, including but not limited to, powering down such equipment and later powering up such equipment for intermittent testing only. If, despite Lessee's attempts to correct such interference, Lessee has not successfully eliminated such interference within sixty (60) days, then the County shall have the

option to terminate this Lease, in which event Lessee shall, immediately upon notice of such termination, completely cease to operate its broadband internet equipment. Lessee shall thereafter remove Lessee's equipment from the Tower and equipment shelter from the Property within such reasonable period of time as shall be determined by the parties not to exceed forty-five (45) days and the County shall refund to the Lessee, pro-rata, any unearned rent paid in advance.

- (b) Subsequent to the installation of Lessee's Equipment, the County shall not permit its other lessees or licensees to install new equipment on the Tower and Property or property contiguous thereto owned or controlled by the County if such equipment causes interference with Lessee's operations as of the date in which such new equipment is or would be installed on the Tower and Property. If such interference occurs, the County agrees to require such lessee or licensee to take all commercially reasonable steps, including but not limited to, powering down such equipment and later powering up such equipment for intermittent testing only. The County shall reserve the option to terminate its lease with the lessee or licensee owning or controlling the equipment causing the interference if the lessee or licensee fails to cure the interference within sixty (60) days of the date that the interference started.
- (c) Nothing contained in this Lease shall be construed to prohibit the County from permitting additional lessees or licensees from erecting, constructing, or operating any equipment on the Tower or Property in addition to Lessee's facilities provided that such additional equipment does not result in a breach of Section 14(b) of this Lease and or does not disturb the directional pattern of Lessee's normal signal.

15. Maintenance: The County shall, at its sole cost and expense and at all times during the term of this Lease, keep the Tower and Property in good repair and safe condition. It is, however, expressly understood and agreed that the Lessee shall be responsible for payment of the cost of any repairs to the Tower and Property of damage thereto caused by the Lessee, its employees, contractors or agents.

16. Notices: All notices or demands by or from the County to Lessee or Lessee to the County shall be in writing and mailed, postage prepaid, by certified or registered U.S. Mail, return receipt requested. Such notices or demands shall be mailed to the other party at the following address:

Lessor:
LEELANAU COUNTY
Leelanau County Government Center
8527 E. Government Center Dr., Suite 101
Suttons Bay, MI 49682
Telephone: (231) 256-9711

Lessee:
T-MOBILE CENTRAL LLC
12920 SE 38th Street
Bellevue, WA 98006

Telephone: (425) 641-1140

17. **Damage to Tower:** In the event the Tower is damaged, the County will, at its cost and expense, repair, rebuild, or restore the Tower to the same condition as it was in prior to such damage; provided, however, that if the Tower is totally destroyed or damaged to the extent that it cannot be restored within forty-five (45) days from the date of such damage or destruction, either the County or Lessee may terminate this Lease by giving written notice of such termination to the other. If this Lease is terminated due to damage or total destruction of the Tower, the County will refund to Lessee that proportion of any rent paid in advance by Lessee for the period subsequent to the date of such damage or destruction. If this Lease is not terminated following damage or total destruction of the Tower, the payment of rent shall cease until the Tower is restored to usable condition for Lessee's purposes.
18. **Warranty of Title:** The County warrants that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Property and the Easement free and clear of any liens, encumbrances or mortgages; and (iii) the Property constitutes a legal lot that may be leased without the need for any subdivision or platting approval.
19. **Access to the Leased Premises:** County agrees that Lessee shall have access to the Tower and Property, upon twenty-four (24) hours' notice, at all times for the purpose of installing and maintaining the Lessee's Equipment. County shall provide Lessee with County's emergency contact information, in the event that Lessee requires urgent access to the Tower. County shall furnish Lessee with necessary means of access for the purpose of ingress and egress to the Property. It is agreed, however, that only authorized engineers, employees or properly authorized contractor of Lessee or persons under their direct supervision will be permitted to enter the Property. Lessee, to the extent authorized in this Section 19, shall have access to the Tower and Property twenty-four (24) hours per day and seven (7) days per week.
20. **Sick, Injured or Dead Birds:** Lessee agrees to notify the County within twenty-four (24) hours should any sick, injured, or dead bird be found on the Tower or Property by the employees, contractor, or person acting as Lessee's agent.
21. **Assignment:** This Lease may not be subleased, sold, assigned or transferred without the prior express written consent of the County. No changes of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder. Any sublease, license or assignment of this Lease that is entered into by the County or Lessee shall be subject to the provisions of this Lease.
22. **Successors and Assigns:** This Lease shall run with the Property described on Exhibit 1 and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.
23. **Indemnity:** Lessee shall indemnify, defend and hold the County harmless from and against all claims or actions for loss of life, personal injury, and/or damage to property that

arise out of Lessee's use of the Leased Premises, to the extent that such loss of life, personal injury, or property damage is proximately caused, by the negligence or willful misconduct of Lessee, its officers, agents, contractors, or employees. The duties described in this Section 23 shall survive termination of this Lease.

It is expressly understood and agreed that Lessee's indemnification and hold harmless responsibilities under this Section 23 shall not be limited by the insurance coverage obtained and/or maintained by Lessee pursuant to this Lease.

24. Miscellaneous:

- (a) Entire Agreement and Amendments. This Lease constitutes the entire agreement and understanding of the County and Lessee, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by the authorized representatives of the County and Lessee.
- (b) Real Estate Brokers. If either the County or Lessee is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.
- (c) Execution of Documents Protecting Lessee's Rights. The County agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or their use of the Tower and Property and to take any further action which Lessee may reasonably require as to affect the intent of this Lease.
- (d) Applicable Law and Venue. This Lease shall be subject to and construed in accordance with the laws of the State of Michigan. In the event of any legal or equitable actions arise regarding this Lease, such actions shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and court rules in the State of Michigan. The venue for any action brought in or moved to a Federal Court shall be the Federal Judicial District of Michigan, Western District, Southern Division.
- (e) Void or Invalid Terms. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (f) Lessee's Evaluation of Tower and Property. The County shall cooperate with Lessee's efforts to evaluate the Tower and Property and to comply with governmental regulations affecting Lessee's use of the Tower and Property.
- (g) Liens. Lessee within thirty (30) days from receiving notice of filing, shall discharge all construction or mechanics' liens filed against the Tower and/or Property

because of any work done or claimed to have been done on Lessee's behalf or for any materials furnished to or claimed to have been furnished to Lessee. The bonding of such a lien by a reputable casualty or insurance company reasonably satisfactory to the County shall be deemed to be the equivalent of the discharge of any such lien. Lessee shall indemnify and hold the County harmless from any costs incurred by the County, including court costs and reasonable attorney fees, in connection with any lien described in this subsection (g).

- (h) Title to Equipment and Removal of Lessee's Property upon Lease's Termination. Title to Lessee's Equipment and equipment shelter on the Tower and/or Property shall be and remain vested in Lessee. Upon expiration or termination of this Lease, Lessee shall remove all of its Equipment owned by it from the Tower, equipment shelters and Property within forty-five (45) calendar days of the effective date of expiration or termination. If any damage is done to the Tower, equipment shelters, or property or that of the other lessees or licensees using the Tower/Property, as a result of the removal of Lessee's equipment, the Lessee will be billed for the costs and expenses of repair. If Lessee's equipment is not removed, the County shall have the right, without any liability, as authorized in Section 9, to remove, store and dispose of such equipment and property and bill the Lessee the costs and expenses the County incurred.
- (i) Discrimination Prohibited. The County and Lessee shall comply with the current Leelanau County Board of Commissioners Equal Employment Opportunity Policy which provides for equal employment opportunities to qualified persons without regard to race, creed, color, sex, age, religion, national origin, marital status, height, weight, or disability as required by law. It is further agreed, as required by law, that the County and Lessee shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, creed, color, sex, age, religion, national origin, marital status, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this subsection (g) shall be a material breach of this Lease.
- (j) Waivers. No failure or delay on the part of either the County or Lessee in exercising any right, power or privilege under this Lease 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.
- (k) Severability. Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision of this Lease is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease; and the Parties shall negotiate in good faith to replace such prohibited or invalid provision with the intent of preserving the original business intent thereof.

- (l) Binding Effect. The provisions of this Lease shall be binding upon and shall inure to the benefit of the respective heirs, representatives, successors, and assigns of the parties hereto.
- (m) Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original.

25. Rights Upon Sale: Should the County, at any time during the Initial or Extended Terms decide (i) to sell or transfer all or any part of the Property or the Tower to a purchaser other than Lessee, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by Lessee, or a large portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Lease and any such purchaser or transferee shall recognize Lessee's rights herein under the terms of this Lease. To the extent that County grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by Lessee, for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, and assigns the Lease to said third party, County shall be released from its obligations to Lessee, under this Lease, and Lessee, shall have the right to look to the third party for the full performance of the Lease. County agrees to provide Lessee prompt written notice of any such sale, grant or assignment described in this Section 25.

26. Rental Stream Offer: If at any time after the date of this Agreement, County receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Rental Stream Offer**"). County shall immediately furnish Lessee with a copy of the Rental Stream Offer. Lessee shall have the right within twenty (20) days after it receives such copy and representation to exceed the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Lessee chooses not to exercise this right or fails to provide written notice to County within the twenty (20) day period, County may assign the rental stream pursuant to the Rental Stream Offer, subject to terms of this Agreement.

IN WITNESS WHEREOF, The County and Lessee have executed this Tower Space Lease Agreement as of the date and year first above written.

LESSOR:
The County of Leelanau, a Michigan
Municipal Corporation

Witness: _____

Date _____

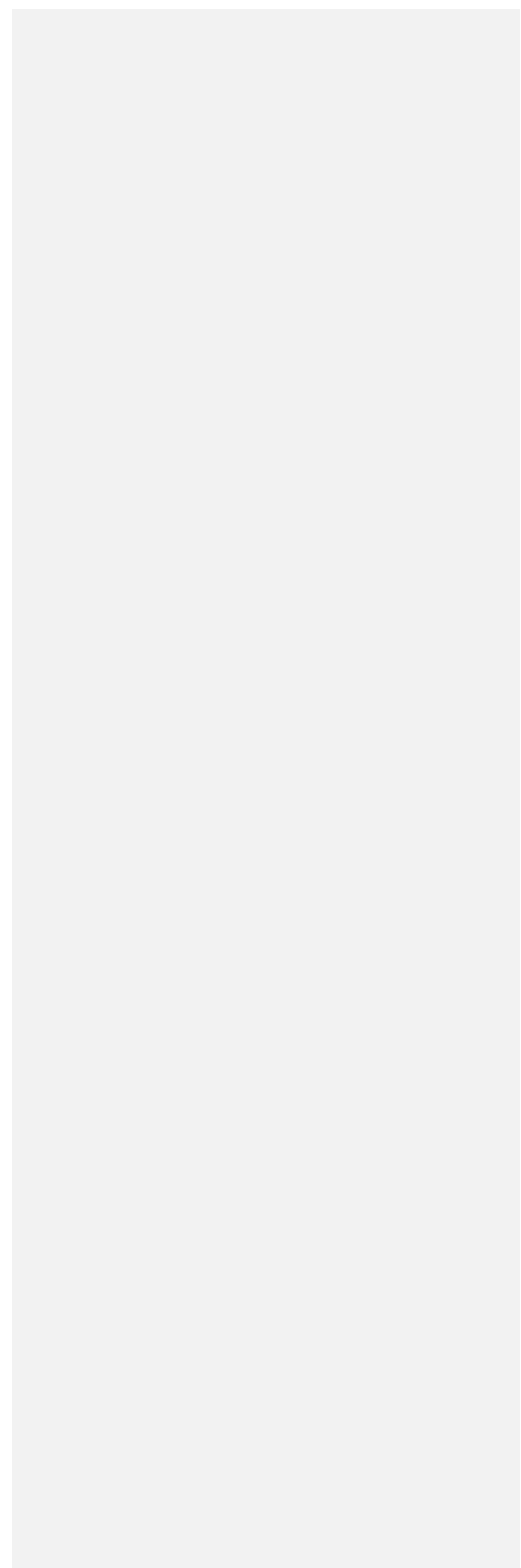
By: _____

Ty Wessell
 Chairman, Board of Commissioners
 SS/TIN# 38-6004865
 County Government Center

Witness:

Date

8527 E. Government Center Dr., Suite 101
Suttons Bay, Michigan 49682
Telephone No: (231) 256-9711



Date: _____

LESSEE:
T-Mobile Corporation

By: _____

(T-Mobile Signatory)
(Title)
3618 Factoria Blvd SE
Bellevue, Washington 98006

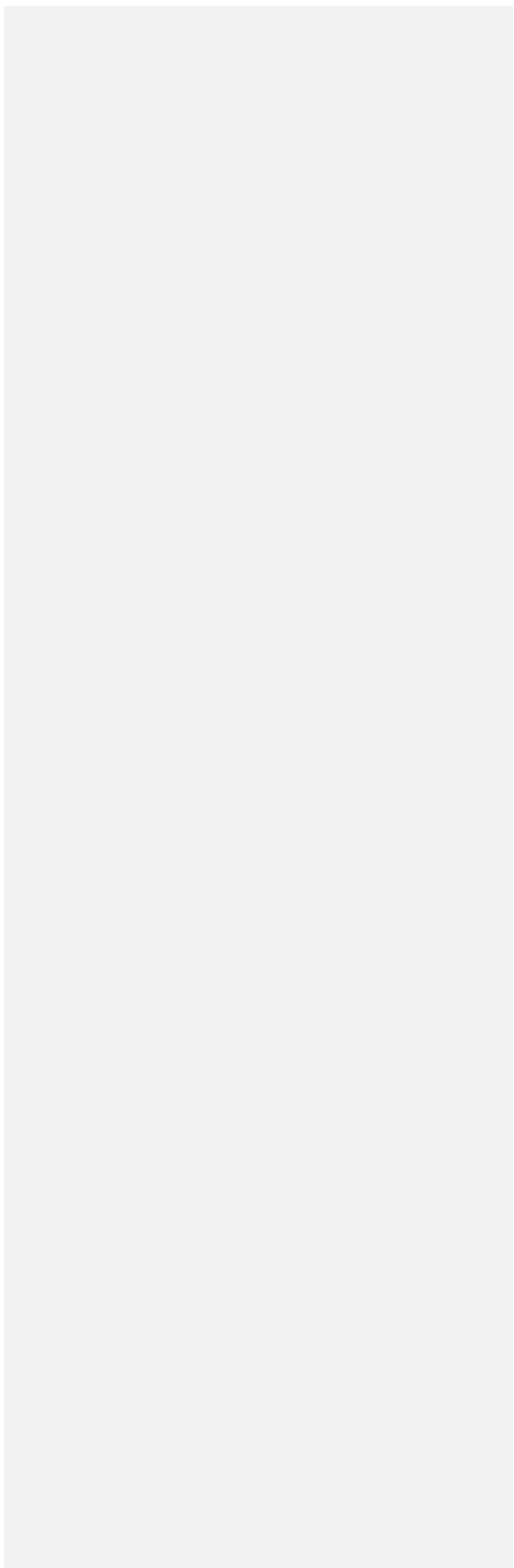
Date: _____

Witness: Date

Witness: Date

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

By: _____
Robert D. Townsend



Cell Site Name: Central Tower
Address: 1095 S Pit Rd, Leland, Leelanau County
Section 33, T308N, R12W

Exhibit 1

Description of Lessor's Land Central Tower

A parcel of land situated in Section 33, Township 30 North, Range 12 West Township of Leland, County of Leelanau, State of Michigan, to wit:

COM NW COR SEC 33 TH N 89 DEG 17' 45" E 525.85 FT TH S 0 DEG 36' 15" E 668.37 FTM/L TO EXISTING SURVEY LN TH S 89 DEG 00' 30" W 525.85 FT TOW LN SEC 33 TH N 0 DEG 36' 15" W 668.37 FT ALG W LN SEC 33 TO POB ALSO COM SE COR SEC 28 AS POB TH N 00 DEG 26' 15" W 160 FT TH N 89 DEG 06' 00" E 525.85 FT TH S 0 DEG 26' 15" E 160 FT TH S 89 DEG 17' 45" W 525.85 FT TO POB EXC PRT LYING WLY C/L HWY TOGETHER WITH EASEMENT SECS 28 & 33 T30N R12W;

and

N ½ OF THE NE ¼ & SE ¼ OF NE ¼ SEC 32 T30N R12W.



Exhibit 2

TOWER EQUIPMENT LIST

Tower Equipment	
Antennas:	(4) Commscope FFVV-65C-R3-V1 (3) AEHC Active Antenna-Massive MIMO
Tower Mounted RF Module Radios:	(4) AHLOB (4) AHFII
Cables and Conduit:	HCS 2.0 Hybrid Trunk 6/244AWG
Sector Frames/Mounts:	SFR-ENG-01-R2 Mount Assembled Sector Frames
Site and Facilities	
Height of Equipment Installation (ft)	333
Aggregate Weight (lbs)	1,536
Ground Space (square feet)	209

TOWER SPACE LEASE AGREEMENT

THIS TOWER SPACE LEASE AGREEMENT ("Lease") is executed this _____ day of _____, 2023 (the "Effective Date"), by and between, **COUNTY OF LEELANAU**, a Municipal Corporation and political subdivision of the State of Michigan whose mailing address is 8527 E. Government Center Dr., Suite 101, Suttons Bay, MI 49682 (the Lessor, hereinafter referred to as the "County") and **T-MOBILE CENTRAL, LLC.**, a Delaware limited liability company located at 12920 SE 38th Street, Bellevue, WA 98006 (hereinafter referred to as "Lessee").

RECITALS:

WHEREAS, the County owns towers, capable of supporting antenna(s) and transmission line(s) and properties for installation and maintenance of equipment shelters located at 1095 South Pit Road, Leland, Michigan 49654, and 8525 East Government Center Drive, Suttons Bay, Michigan 49682, and 11750 East Davis Road, Northport, Michigan 49670, and 100 West Eighth Street, Northport, Michigan 49670, and 9237 South Tower Road, Maple City, Michigan 49664; and

WHEREAS, Lessee desires to lease space on the tower located at 9237 South Tower Road, Maple City, Michigan 49664 (the "Tower") and for the installation and operation of antenna(s), cable(s), transmission line(s) and related equipment and appurtenance ("Equipment") to receive and transmit signals; and

WHEREAS, Lessee represents that it shall, prior to installation of its Equipment, obtain in effect all necessary licenses to receive and transmit signals from Tower's location; and shall make such licenses available for review by the County upon request; and

WHEREAS, the County agrees to lease space on the Tower for Equipment and on the ground for equipment shelters that are requested by the Lessee pursuant to the terms and conditions of this Lease.

NOW THEREFORE, for and in consideration of the terms and mutual promises herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, **THE COUNTY AND LESSEE AGREE AS FOLLOWS:**

1. **Property:** The County hereby grants Lessee the right to install, maintain, operate and remove Lessee's Equipment on the Tower and real property owned by the County at the Maple City tower site, located at 9237 South Tower Road, Maple City, Michigan 49664, situated in the State of Michigan and County of Leelanau and on the Property which is more particularly described in Exhibit 1 attached hereto ("Property" or "Properties") together with non-exclusive easements for ingress, egress and utilities to the Tower during the Initial Term and any Extended Terms.
2. **Premises:** The County agrees to provide space on the ground at the Maple City tower site for Lessee to locate a shelter or platform to house equipment to be operated by Lessee, and the County agrees to provide space on the Tower at **170** ft level for Lessee to mount its Equipment for Lessee's wireless transmitting purposes. It is agreed that Lessee, or a contractor

retained by Lessee, in a position and manner mutually agreeable to the County and Lessee, will mount the Equipment on the Tower and install equipment inside Lessee's shelter or platform on the ground, as may be more particularly described in Exhibit 2 attached hereto (collectively, the "Equipment"). The Lessee shall be responsible for maintaining its Equipment on the Tower and its equipment inside the shelters in good operating condition. The County shall be responsible for maintaining the Tower and associated property controlled by the County.

The County hereby grants Lessee access to the Property for the purpose of installing the Equipment on the Tower and equipment inside the ground shelter or platform. Thereafter, Lessee shall be provided access for maintenance and repair of Lessee's Equipment and equipment shelters. Lessee shall fully comply with all County policies and procedures pertaining to security requirements covering the Tower. The County hereby grants permission to Lessee to install, maintain and operate the Equipment described in Exhibit 2. Lessee reserves the right to replace the aforementioned Equipment with similar and comparable equipment provided said replacement does not increase the weight load on the Tower. Installing signs or advertising by Lessee on the Tower or Property is absolutely prohibited, provided, however that Lessee is allowed to install any signage mandated by the FCC or any other government agency. It is understood and agreed that there is no guarantee or warranty whatsoever by the County concerning the performance or coverage resulting from Lessee's use of the Tower and associated facilities. Upon ninety (90) days written notice to Lessee, the County reserves the right to require Lessee to relocate its Equipment, and Lessee agrees to relocate said Equipment at Lessee's expense to a mutually agreed new tower location, provided that said relocation does not substantially change or interfere with the operation of the relocated Equipment or otherwise result in interference with Lessee business operations, and provided further that the County's sole purpose in requesting Lessee to move its Equipment is for a material bona fide public safety purpose.

3. Initial Term: Since this Lease will be established prior to equipment being installed on the tower by Lessee, the Initial Term of this Lease shall be for a period of five (5) years commencing on the first day of the month following the date in which Lessee's equipment has been installed on the tower and final inspections have been performed by the representatives of both the County and Lessee, (the "Commencement Date") and expiring on the fifth anniversary of the Commencement Date unless terminated earlier as provided in Sections 9, 14 or 17 of this Lease.

4. Extended Terms: Provided this Lease is not terminated as authorized in Sections 9, 14, or 17 of this Lease, Lessee shall have the option to extend the Initial Term on the same terms as contained herein for up to two (2) additional periods of five (5) years ("Extended Term") each with the Initial Term and both Extended Terms combined consisting of a term not to exceed a total of fifteen (15) years. This Lease shall terminate at the end of the Initial Term or the first subsequent Extended Term unless the Lessee gives the County written notice of its desire to extend the term at least sixty (60) days in advance of the expiration of the Initial Term or the first Extended Term of this Lease.

5. Rent and Tower Assessment Fee: Lessee shall pay to the County a total annual rent of ~~Thirty-one thousand five hundred and No/100 Dollars (\$31,500.00)~~ ~~Twenty-eight thousand three hundred eighty and no/100 Dollars (\$28,380.00)~~ to be paid in equal monthly installments of ~~Two thousand six hundred twenty-five and No/100 Dollars (\$2,625.00)~~ ~~Two thousand three hundred sixty-five and no/100 Dollars (\$2,365.00)~~ ("Rent") on the first day of

the month, in advance, to County or to such other person, firm or place as County may, from time to time, designate in writing at least thirty (30) days in advance of any Rent payment date by notice given in accordance with Section 16 below.

The annual Rent shall increase at a rate of three percent (3%) per year over the Rent paid during the prior year, upon the anniversary of the Commencement Date.

Upon agreement of the parties, Lessee may pay Rent by electronic funds transfer and in such event, County agrees to provide to Lessee bank routing information for such purposes upon request of Lessee.

In addition to the rent required in this Section 5, the Lessee shall also reimburse the County the total actual cost(s) the County incurs for Tower Assessments conducted pursuant to "conditions precedent (e)" set forth in Section 8 of this Lease, but in no event more than \$5,000 per assessment.

6. Rental Documentation: Within fifteen (15) days of obtaining an interest in the Property or this Lease, any assignee(s), transferee(s) or other successor(s) in interest of the County shall provide to Lessee Rental Documentation evidencing their interest in and right to receive payments under this Lease, including without limitation: (i) documentation, acceptable to Lessee in Lessee's reasonable discretion, evidencing their good and sufficient title to and/or interest in the Property and right to receive rental payment and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Lessee, for any party to whom rental payments are to be made pursuant to this Lease; and (iii) other documentation requested by Lessee in Lessee's reasonable discretion. From time to time during the Terms of this Lease and within thirty (30) days of a written request from Lessee, any assignee(s) or transferee(s) of the County shall agree to provide updated Rental Documentation in a form reasonably acceptable to Lessee. Delivery of Rental Documentation to Lessee by any assignee(s), transferee(s) or other successor(s) in interest of the County shall be a prerequisite for the payment of any rent by Lessee to such party and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of County until Rental Documentation has been supplied to Lessee as provided herein.

7. Taxes: Lessee shall pay any taxes levied on Lessee's personal property located or installed on the Tower and Property. Lessee's equipment shall remain Lessee's personal property even though it may be attached or affixed to the Tower or Property. County and Lessee agree that personal property of the Lessee shall not be considered fixtures. Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Lessee is wholly or partly responsible for payment.

8. Conditions Precedent: The following are conditions precedent to the commencement and/or the continuation of this Lease:

- (a) Lessee, at its own expense, shall secure appropriate licenses and approvals required for its intended use of the Tower and Property from the Federal Communications Commission, the Federal Aviation Administration and any other federal, state or local regulatory authority having jurisdiction over Lessee's proposed use of the Tower and Property. In the event that any of such applications for such

approvals should be rejected or any approval issued to Lessee is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, then either the County or Lessee may terminate this Lease as provided in Section 9. The County, however, may not terminate this Agreement based on the grounds set forth in this sub-section, if the Lessee re-applies and/or appeals within sixty (60) calendar days of the application rejection or the loss of the required governmental license or approval;

- (b) Lessee may, at its own expense, obtain a title report or commitment for a title policy from a title insurance company of its choice. If, in the opinion of Lessee such title report shows any defects of title or liens or encumbrances which adversely affect Lessee's use of the Tower and/or Property or its ability to obtain financing, Lessee shall have the right to terminate this Lease as provided in Section 9;
- (c) Lessee may, at its own expense, have the Property surveyed and to have structural tower studies, radio frequency engineering and other engineering analyses performed. In the event that any defects are shown by the survey or the engineering analyses, which in the opinion of Lessee may adversely affect Lessee's use of the Tower and Property, Lessee shall have the right to terminate this Lease upon written notice to the County as provided in Section 9;
- (d) Lessee may, at its own expense, have an environmental assessment of the Property performed by an environmental consulting firm of their choice. If the environmental assessment reveals that the Property is contaminated with Hazardous Materials, as that term is hereinafter defined, and Lessee, its employees, agents, or contractors did not cause such contamination, Lessee may terminate this Lease as authorized in Section 9;
- (e) County, at Lessee's expense, but not to exceed \$5,000 per assessment has conducted a Tower Assessment to determine if the Tower's structure can safely bear the weight of the Equipment Lessee intends to place on the Tower and has determined from the assessment's findings that the Tower can safely bear the additional weight. Fees from an independent tower consultant hired by the County will also be part of the Tower Assessment fee. A Tower Assessment shall also be required before the Lessee places new or additional equipment and materials on the Tower that increases the overall weight of the Lessee's Equipment on the Tower. Placement of any equipment and materials on the Tower without a prior Tower Assessment and approval by the County shall be a material breach of this Lease; and
- (f) If Lessee determines in its sole discretion that the Tower located at the Property is not commercially viable, Lessee may terminate this Lease as authorized in Section 9.

9. Termination: Upon any failure of Lessee to pay any sum due the County, or to perform any obligation required by this Lease, and failure to cure such obligation within thirty (30) calendar days of receipt of written notice by County, or if Lessee does not have or for any reason ceases to have, in effect any license required for the operation of the Equipment on the Tower (unless Lessee re-applies for such license or approval within sixty (60) calendar days), or if Lessee

becomes adjudicated as bankrupt or if bankruptcy proceedings are initiated by Lessee or its creditors without a subsequent dismissal thereof within one hundred twenty (120) calendar days, or if there is nonuse or vacation of the space covered by this Lease by Lessee for a period of sixty (60) calendar days, or for reasons related to the structural capacity of the Tower, provided that the structural capacity issues are not due to the County adding other users on the Tower after the date of this Lease and further provided the Lessee has been given the opportunity to remedy such structural issue as it relates to Lessee's use of the Tower and Lessee has been either unable to do so or has chosen not to undertake such remedy within thirty (30) calendar days of receiving notice of the structural issue(s), the County may terminate Lessee's rights under this Lease by giving not less than thirty (30) calendar days prior written notification by certified U.S. mail, return receipt requested, to Lessee at the address set forth in Section 16.

Lessee may terminate this Lease upon the occurrence of any of the events set forth in Section 8, or if the site becomes undesirable due to irresolvable signal interference. To exercise its rights to terminate this Lease the Lessee must provide the County with not less than thirty (30) calendar days prior written notice, sent to the County by certified U.S. Mail, return receipt requested, to the County's address set forth in Section 16. Such notice shall specify the reason for the termination.

Upon termination of this Lease by either the County or Lessee as authorized in this Section 9 Lessee shall pay the County all sums due as of the effective date of termination and the County shall refund to the Lessee, pro-rata, any unearned rent paid in advance. The Lessee shall fully remove its Equipment and property from the Tower and Property within forty-five (45) calendar days after the effective date of termination, or within such longer period of time as may be mutually agreed upon in writing by the County and Lessee. If Lessee fails to remove its Equipment and property within the required time period, the County may do so and bill the cost of its removal and storage to the Lessee, which bill shall be paid by Lessee within thirty (30) calendar days of Lessee's receipt of the bill. In the event Lessee fails to remove its Equipment in a timely manner, the County shall not be responsible for any loss or damage to Lessee's Equipment and property resulting from its removal from the County's Tower and Property or during storage. If Lessee fails to recover its Equipment and property within thirty (30) calendar days after it was placed in storage the County may sell or otherwise dispose of the same.

10. Insurance Requirements: During the Term, Lessee and Lessor each shall maintain Commercial General Liability Insurance in amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Lessee and Lessor shall each maintain property insurance on a replacement cost basis for their respectively owned real or personal property. The Lessee at all times during the term of this Lease, including the initial term and any extended term and any hold over period, in which the Lessee continues to occupy the Tower and Property covered by the Lease, that at a minimum meet the requirements of the Leelanau County Board of Commissioners' Policy on "Insurance Requirements", and any amendments made thereto over this Lease's term. A copy of said Board of Commissioners' Policy is attached to this Lease labeled Exhibit 3. The attached Exhibit 3 is incorporated by reference into this Lease and made a part hereof.

11. Utilities: Lessee shall be responsible for paying for the electricity consumed and all other utilities Lessee uses in its operations, including Lessee's generator support and phone

service. Lessee will be permitted to install a separate utility meter, and County grants to Lessee and the local utility company, as appropriate, any easement reasonably required in order to provide utility service to Lessee's equipment.

12. Environmental Compliance: The County represents and warrants to the best of its knowledge that (i) the Property, as of the date of this Lease, is free of Hazardous Materials, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. The County acknowledges that Lessee may use a permanent emergency back-up generator at this location, lead-acid batteries and may also use a fire suppression system within a shelter solely occupied by Lessee. The use of these systems will not constitute a violation of this Section. The County and Lessee agree that each will be responsible for compliance with any and all applicable government laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the public, environment, and to worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

Subject to the warranty provision in this Section 12, and to the extent permitted by applicable law, Lessee shall be solely liable and agrees to indemnify and hold the County harmless from any act of negligence or intentional contamination, spill, accidental discharge, or nuisance to the Property caused by Lessee, or its agents, as a result of the placement, storage or disposal of any dangerous, toxic or hazardous substances on the Property. Lessee's responsibility for the same shall extend beyond the Term(s) of this Lease provided the contamination, spill, accidental discharge, or nuisance was caused by Lessee.

"Hazardous Material" means any material or substance that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; all corresponding and related State of Michigan and local statutes, ordinances and regulations; and in any other applicable environmental law, regulation or ordinance now existing or hereinafter enacted.

The indemnification responsibilities set forth in this Section 12 specifically include, but are not limited to, reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 12 will survive the expiration or termination of this Lease.

In the event Lessee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property that was not brought onto the Property or caused by Lessee, that, in Lessee's sole determination, renders the condition of the Premises or Property unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Premises would expose Lessee to undue risks of liability to a government agency or third party, Lessee will have the right, in addition to any other rights it may have in law

or in equity, to terminate this Lease upon written notice to the County.

13. Radio Frequency Exposure Safety:

- (a) Lessee, represents and warrants and shall cause its employees and tower contractors to represent and warrant, that it and they are fully aware of and knowledgeable about the inherent dangers of working on or near towers, rooftops, or other wireless communication sites that are "live", i.e., that are actively receiving and/or transmitting radio signals that may create radio frequency radiation ("RFR") hereinafter "Live Sites".
- (b) Lessee shall ensure that only those Lessee employees or agents or its contractor's employees or agents who make the representation set forth in subsection (a), and who have satisfactorily completed RFR safety training in accordance with FCC OET 65, the most current applicable updates in OSHA regulations and guidelines, and commonly recognized industry practices, may enter a Live Site or perform work on a Live Site. The County shall have no responsibility whatsoever to monitor access to the Live Site, or to monitor the performance of work on such Live Sites, by Lessee or its contractors, employees or agents or to verify training of the same.
- (c) The presence at, or performance of any work on a Live Site by any of Lessee or its contractor's employees or agents who have not made the above representations, shall constitute a breach of this Lease. In the event of such breach, the Lessee shall be liable to the County for any liability, damages, and costs incurred by the County as a result of said breach.

14. Interference:

- (a) Lessee shall erect, construct, and operate its equipment and property on the Tower and Property in a manner that will not cause interference to the County or any other lessees or licensees of the Tower and Property, provided that the rights or installations of such other lessees or licensees predate the installation of Lessee's property and equipment. All operations by Lessee shall be in compliance with all FCC requirements. In the event any after-installed Lessee's equipment causes such interference, and after County has notified Lessee in writing of such interference, Lessee shall immediately take all commercially reasonable steps to correct and eliminate the interference, including but not limited to, powering down such equipment and later powering up such equipment for intermittent testing only. If, despite Lessee's attempts to correct such interference, Lessee has not successfully eliminated such interference within sixty (60) calendar days, then the County shall have the option to terminate this Lease, in which event Lessee shall, immediately upon notice of such termination, completely cease to operate its equipment. Lessee shall thereafter remove Lessee's equipment from the Tower and equipment shelter from the Property within such reasonable period of time as shall be determined by the parties not to exceed forty-five (45) calendar days and the County shall refund to the Lessee, pro-rata, any unearned rent paid in advance.
- (b) Subsequent to the installation of Lessee's Equipment, the County shall not permit its other lessees or licensees to install new equipment on the Tower and Property or

property contiguous thereto owned or controlled by the County if such equipment causes interference with Lessee's operations as of the date in which such new equipment is or would be installed on the Tower and Property. If such interference occurs, the County agrees to require such lessee or licensee to take all commercially reasonable steps, including but not limited to, powering down such equipment and later powering up such equipment for intermittent testing only. The County shall reserve the option to terminate its lease with the lessee or licensee owning or controlling the equipment causing the interference if the lessee or licensee fails to cure the interference within sixty (60) days of the date that the interference started.

- (c) Nothing contained in this Lease shall be construed to prohibit the County from permitting additional lessees of licenses from erecting, constructing, or operating any equipment on the Tower or Property in addition to Lessee's facilities provided that such additional equipment does not result in a breach of Section 14(b) of this Lease and or does not disturb the directional pattern of Lessee's normal signal.

15. Maintenance: The County shall, at its sole cost and expense and at all times during the term of this Lease, keep the Tower and Property in good repair and safe condition. It is, however, expressly understood and agreed that the Lessee shall be responsible for payment of the cost of any repairs to the Tower and Property of damage thereto caused by the Lessee, its employees, contractors or agents.

16. Notices: All notices or demands by or from the County to Lessee or Lessee to the County shall be in writing and mailed, postage prepaid, by certified or registered U.S. Mail, return receipt requested. Such notices or demands shall be mailed to the other party at the following address:

Lessor:
LEELANAU COUNTY
Leelanau County Government Center
8527 E. Government Center Dr., Suite 101
Suttons Bay, MI 49682
Telephone: (231) 256-9711

Lessee:
T-MOBILE CENTRAL LLC.
12920 SE 38th Street
Bellevue, WA 98006
Telephone: (425) 641-1140

- 17. Damage to Tower:** In the event the Tower is damaged, the County will, at its cost and expense, repair, rebuild, or restore the Tower to the same condition as it was in prior to such damage; provided, however, that if the Tower is totally destroyed or damaged to the extent that it cannot be restored within forty-five (45) days from the date of such damage or destruction, either the County or Lessee may terminate this Lease by giving written notice of such termination to the other. If this Lease is terminated due to damage or total destruction of the Tower, the County will refund to Lessee that proportion of any rent paid in advance by

Lessee for the period subsequent to the date of such damage or destruction. If this Lease is not terminated following damage or total destruction of the Tower, the payment of rent shall cease until the Tower is restored to usable condition for Lessee's purposes.

18. **Warranty of Title:** The County warrants that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Property and the Easement free and clear of any liens, encumbrances or mortgages; and (iii) the Property constitutes a legal lot that may be leased without the need for any subdivision or platting approval.
19. **Access to the Leased Premises:** County agrees that Lessee shall have access to the Tower and Property, upon twenty-four (24) hours' notice, at all times for the purpose of installing and maintaining the Lessee's Equipment. County shall provide Lessee with County's emergency contact information, in the event that Lessee requires urgent access to the Tower. County shall furnish Lessee with necessary means of access for the purpose of ingress and egress to the Property. It is agreed, however, that only authorized engineers, employees or properly authorized contractor of Lessee or persons under their direct supervision will be permitted to enter the Property. Lessee, to the extent authorized in this Section 19, shall have access to the Tower and Property twenty-four (24) hours per day and seven (7) days per week.
20. **Sick, Injured or Dead Birds:** Lessee agrees to notify the County within twenty-four (24) hours should any sick, injured, or dead bird be found on the Tower or Property by the employees, contractor, or person acting as Lessee's agent.
21. **Assignment:** This Lease may not be subleased, sold, assigned or transferred without the prior express written consent of the County. No changes of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder. Any sublease, license or assignment of this Lease that is entered into by the County or Lessee shall be subject to the provisions of this Lease.
22. **Successors and Assigns:** This Lease shall run with the Property described on Exhibit 1 and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.
23. **Indemnification:** Lessee shall indemnify, defend and hold the County harmless from and against all claims or actions for loss of life, personal injury, and/or damage to property that arise out of Lessee's use of the Leased Premises, to the extent that such loss of life, personal injury, or property damage is proximately caused, by the negligence or willful misconduct of Lessee, its officers, agents, contractors, or employees. The duties described in this Section 23 shall survive termination of this Lease.

It is expressly understood and agreed that Lessee's indemnification and hold harmless responsibilities under this Section 23 shall not be limited to or by the insurance coverage obtained and/or maintained by Lessee pursuant to this Lease.

24. **Miscellaneous:**

- (a) Entire Agreement and Amendments. This Lease constitutes the entire agreement and understanding of the County and Lessee, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by the authorized representatives of the County and Lessee.
- (b) Real Estate Brokers. If either the County or Lessee is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.
- (c) Execution of Documents Protecting Lessee's Rights. The County agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or their use of the Tower and Property and to take any further action which Lessee may reasonably require as to affect the intent of this Lease.
- (d) Applicable Law and Venue. This Lease shall be subject to and construed in accordance with the laws of the State of Michigan. In the event of any legal or equitable action arise regarding this Lease, such actions shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and court rules in the State of Michigan. The venue for any such action brought in or moved to a Federal Court shall be the Federal Judicial District of Michigan, Western District, Southern Division.
- (e) Void or Invalid Terms. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (f) Lessee's Evaluation of Tower and Property. The County shall cooperate with Lessee's efforts to evaluate the Tower and Property and to comply with governmental regulations affecting Lessee's use of the Tower and Property.
- (g) Liens. Lessee within thirty (30) days from receiving notice of filing, shall discharge all construction or mechanics' liens filed against the Tower and/or Property because of any work done or claimed to have been done on Lessee's behalf or for any materials furnished to or claimed to have been furnished to Lessee. The bonding of such a lien by a reputable casualty or insurance company reasonably satisfactory to the County shall be deemed to be the equivalent of the discharge of any such lien. Lessee shall indemnify and hold the County harmless from any costs incurred by the County, including court costs and reasonable attorney fees, in connection with any lien described in this subsection (g).
- (h) Title to Equipment and Removal of Lessee's Property upon Lease's Termination. Title to Lessee's Equipment and equipment shelter on the Tower and/or Property shall be and remain vested in Lessee. Upon expiration or termination of this Lease, Lessee shall remove all of its Equipment owned by it from the Tower, equipment

shelters and Property within forty-five (45) calendar days of the effective date of expiration or termination. If any damage is done to the Tower, equipment shelters, or property of the County or that of the other lessees or licensees using the Tower/Property, as a result of the removal of Lessee's equipment, the Lessee will be billed for the costs and expenses of repair. If Lessee's equipment is not removed, the County shall have the right, without any liability, as authorized in Section 9, to remove, store and dispose of such equipment and property and bill the Lessee the costs and expenses the County incurred.

- (i) Discrimination Prohibited. The County and Lessee shall comply with the current Leelanau County Board of Commissioners Equal Employment Opportunity Policy which provides for equal employment opportunities to qualified persons without regard to race, creed, color, sex, age, religion, national origin, marital status, height, weight, or disability as required by law. It is further agreed, as required by law, that the County and Lessee shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, creed, color, sex, age, religion, national origin, marital status, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this subsection (i) shall be a material breach of this Lease.
- (j) Waivers. No failure or delay on the part of either the County or Lessee in exercising any right, power or privilege under this Lease 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.
- (k) Severability. Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision of this Lease is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease; and the Parties shall negotiate in good faith to replace such prohibited or invalid provision with the intent of preserving the original business intent thereof.
- (l) Binding Effect. The provisions of this Lease shall be binding upon and shall inure to the benefit of the respective heirs, representatives, successors, and assigns of the parties hereto.
- (m) Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same instrument.

25. Rights Upon Sale: Should the County, at any time during the Initial or Extended Terms decide (i) to sell or transfer all or any part of the Property or the Tower to a purchaser other than Lessee, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by Lessee, or a large portion thereof, for the purpose of operating and maintaining communications facilities or the

management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Lease and any such purchaser or transferee shall recognize Lessee's rights herein under the terms of this Lease. To the extent that County grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by Lessee, for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, and assigns the Lease to said third party, County shall be released from its obligations to Lessee, under this Lease, and Lessee, shall have the right to look to the third party for the full performance of the Lease. County agrees to provide Lessee prompt written notice of any such sale, grant or assignment described in this Section 25.

IN WITNESS WHEREOF, The County and Lessee have executed this Tower Space Lease Agreement as of the date and year first above written.

LESSOR:
**The County of Leelanau, a Michigan
Municipal Corporation**

Witness Date

Witness Date

By: _____

Ty Wessell
Chairman, Board of Commissioners
SS/TIN# 38-6004865
County Government Center
8527 E. Government Center Dr., Suite 101
Suttons Bay, Michigan 49682
Telephone No: (231) 256-9711

Date: _____

LESSEE:
T-MOBILE Corporation

Witness Date

Witness 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: _____
On: _____

LPM # MI0000001230
Cell Site Name: Maple City Tower
Address: 9237 S Tower Rd, Maple City, Leelanau County
Section 11, T28N, R13W

Exhibit 1

Description of Lessor's Land Maple City Tower

A parcel of land situated in Section 11, Township 28 North, Range 13 West Township of Kasson, County of Leelanau, State of Michigan, to wit:

TOWER ON LEASED LAND LOCATED ON PARCEL 45-007-011-001-00 N ½ OF NE SECTION 11 T28 R13W 80A.



Exhibit 2**TOWER EQUIPMENT LIST**

Tower Equipment		
Antennas:	3 – Commscope FFVV-65C-R3-V1	96"x25"x9", 125lbs
	3 – Nokia AEHC	38"x21"x6", 90lbs
	3 – Nokia AHFII RRU	26"x14"x5", 72lbs
	3 – Nokia AHLOA RRU	22"x12"x8", 84lbs
Tower Mounted Amplifiers (TMAs):	0	
Cables and Conduit:	2 – 1.5" HCS Hybrid Cable	
Sector Frames/Mounts:	3 – PV-SFR Sector frames	84" FW, 2-3/8" Pipe, 2-3/8"x96" Antenna Pipe, 2250lbs
Site and Facilities		
Height of Equipment Installation (ft)	170	
Aggregate Surface Area (square inches) *	11,478	
Aggregate Weight (lbs)	1,113	
Aggregate Line Diameter (individual line count and size may vary) **	3"	
Ground Space (square feet)	240	
* Surface Area calculation: Sum of length x width of all antenna and auxiliary components that are not installed in the ground shelter or platform. For Cylinders use length x diameter to calculate surface area. For round microwave dishes, use formula to calculate the area of a circle.		
** If conduits are used, only the diameter of the conduit will count towards the aggregate line diameter. The lines running inside the conduit will not be considered in the aggregate line diameter calculation.		

Without limiting Lessee's right to make future changes or add additional equipment to the Site, Lessee has the right to request to install at the Site: (i) panel antennas, (ii) remote radio units/transmitters, (iii) microwave dishes each with one or multiple ODUs, (iv) transmission lines and conduits, (v) filters, (vi) combiners/junction boxes, (vii) GPS antennas, (viii) shelters or cabinets, (ix) utility pedestals, and (x) any other related communications equipment and appurtenances. New and/or additional equipment and materials are subject to Section 8 (e) of this Lease.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>County Clerk</u> Contact Person: <u>Michelle L. Crocker</u> Telephone Number: <u>231-256-9824</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>06/11/2024</u>
Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Contract</u> <input checked="" type="checkbox"/> Account No.: <u>101.425.191.801.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Enhanced Voting, LLC</u> Address/ Phone: _____ Description: Professional Services
Budgeted Amount: _____ \$ <u>1,500.00</u> Contracted Amount: _____ \$ <u>1,500.00</u>	
Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization	
<p>Attached please find correspondence from ElectionSource regarding Election Night Reporting software, and the proposed Service Agreement and Software License between Leelanau County and Enhanced Voting, LLC.</p> <p>The ElectionSource correspondence dated May 17, 2024, states that to serve the current customers and keep the service they have provided since 2017 it is in the best interest for everyone to contract with Enhanced Voting, LLC. The fee of \$1,500.00 is the same amount that was quoted when approval was given to purchase the product from ElectionSource in 2023.</p>	
<p>Suggested Recommendation:</p> <p>I move to recommend that the Leelanau County Board of Commissioners approve the Service Agreement and Software License with Enhanced Voting, LLC, and Leelanau County and authorize the Chairman of the Board to sign the agreement.</p>	

 Department Approval: Michelle L. Crocker

 Digitally signed by Michelle Crocker
 Date: 2024.06.06 11:44:39 -04'00'

Date: _____



May 17, 2024

Re: WebENR – Election Night Reporting

Dear Michelle,

In 2017 ElectionSource was tasked by a customer to build a WebENR system -a Election Night Reporting Program, and so after hundreds of hours of development and testing ElectionReporting.com was born. In the years since we have spent hundreds of thousands of dollars to tailor this product specific to our customers' needs. With great success ElectionReporting.com has been loved by our customers, their constituents and the media, with over 3 million web hits this last election alone.

However, with cost in development, keeping with the latest security enhancements and the astronomically rising cost of outside programmers, we quickly came to the realization that we can no longer offer the product without hiring inside programmers or obtaining outside investment. With the understanding of the enormous need for our product and our customers reliance on the affordability of our WebENR we had to find a solution to an expensive problem. Long story short, we needed to find a way to continue WebENR while being fiscally responsible. So, we looked at vendors who offered a similar product, to find the right fit for our customer needs.

Thankfully we found Enhanced Voting. Enhanced Voting offers a robust WebENR with inside developers and cutting-edge security programming. They are positioned to handle Michigan's unique home rule landscape and can seamlessly integrate our customers onto their platform.

Most importantly they have agreed to keep pricing the same until the year 2026. Beneficial to you is that Enhanced Voting offers a greater array of reports. Which we know many of you will find useful for canvassing. Additionally, they can report partial results by Absent Voter, Early Voter Center and Election Day. Basically, you keep all the same function you have now, and gain a bunch more.

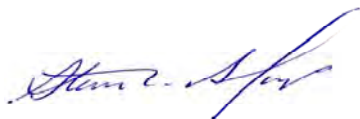
They have modules that we are extremely confident that you will be interested in. For example, there is a module for added fee that will produce certificates for candidates. We know this will be a big hit for our County Clerks!

Starting May 17, 2024 Enhanced Voting will be assigned to the licensing rights to WebENR ElectionNightReporting.com. We will be working alongside them and with you to transition your county over quickly and smoothly.

ElectionSource

Within the next few days, we will be sending over new contracts on behalf of Enhanced Voting. Please sign and return them to Enhanced Voting as early as you can. I am extremely confident that you will see the benefit of Enhanced Web Reporting. As always, our team will help every step of the way!

My best,



Steve Delongchamp

SERVICE AGREEMENT AND SOFTWARE LICENSE

This SERVICE AGREEMENT AND SOFTWARE LICENSE (the “Agreement”) is hereby entered into as of August 1, 2024 by and between ENHANCED VOTING, LLC, a Florida limited liability company (“Contractor”) and Leelanau County, MI (the “Customer”).

WITNESSETH:

WHEREAS, Customer desires to use an election results reporting solution for results aggregation, custom report generation and public results reporting during the Customer’s election period; and

WHEREAS, Contractor is willing and able to provide such election results reporting solution to Customer on the terms and conditions more fully set forth herein.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Recitals. The parties hereto agree that the foregoing recitals are true and correct and are incorporated herein by this reference.

2. Provision of Services.

a. Services. Contractor shall furnish and host an election results reporting solution (the “System”) that will allow certain of Customer’s staff to manage the election results and, optionally, publish those results to a public page for their voters to access (each a “Voter”) for one or more elections during the Term (each an “Election”) as more particularly described on **Exhibit “A”** attached hereto (the “Services”).

b. Training and Implementation. The Contractor shall provide comprehensive training and documentation to necessary Customer staff, including, but not limited to integration, migration, set-up, testing and troubleshooting of the System (the “Documentation”). Training may be performed in person or remotely and include training materials for additional reference.

c. Performance of Services. Contractor shall provide all Services hereunder in a timely, professional, and workmanlike manner and in accordance with the terms and conditions set forth in this Agreement.

d. Independent Contractor. Contractor’s engagement and provision of the Services hereunder shall be as an independent contractor to, and not as an employee of, Customer. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between Contractor and Customer other than that of individual parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. Except as otherwise set forth herein, neither Contractor nor Customer shall be construed to be the agents, employees or representatives of the other. It is expressly understood and agreed by the parties that nothing contained in this Agreement is intended to create a partnership, association or

other affiliation of like relationship between Contractor and Customer. Neither Customer nor Contractor shall be responsible for the debts or obligations of the other except as specifically provided for in this Agreement. Contractor is solely and expressly responsible for rendering the Services contemplated herein in accordance with all applicable federal, state and local laws, including laws pertaining to the offering and sale of software development services. Contractor shall have the right to control and determine the method and means of performing the Services except as specifically set forth herein.

e. Project Manager. The Customer will appoint a project manager or other representative to serve as the main point of contact between the Customer and the Contractor (the "Project Manager"). Any Documentation, notices, or other items that Contractor delivers to Customer hereunder shall be delivered to the Project Manager. Customer may change the Project Manager at any time by giving Contractor written notice of such change.

3. Voters and Results.

a. Voter Access; Display of Results. Each Voter shall access the System by navigating to a public URL published by the Customer. Once the Voters enters the System, the System will display contest statistics, candidate vote totals, precinct statistics, and voter registration statistics for that Election (the "Election Results") published by the Customer for that Election. Voter shall then be able to review the data which may be updated by the Customer from time to time.

b. Election Results. Customer shall provide all Election Results to Contractor in a format readable by the Services for an Election which shall include, but shall not be limited to, the items up for election (which may include elected offices, judgeships, board seats, referenda, and constitutional amendments), the candidates for such elections or the text of the other items up for election, and the results corresponding to each of the candidates. Customer may, at its option, either: (i) input the Election Results into the System itself; or (ii) import files in a supported file format that contain the Election Results. Contractor is not responsible for any failures in the Services caused by Customer's failure to timely provide accurate Election Results (whether such failure is caused by Customer's errors in inputting data itself or errors in the import files provided to Contractor for input) or Election Results in a format that is not readable by the Services.

c. No Early Entry of Election Results. The Services shall specifically exclude hosting of Election Results prior to the closing of polls in the Customer's jurisdiction. This provision permits the entry of test results prior to polls closing, which the Customer agrees to clear out prior to the close of polls. **Under no circumstances shall Contractor be responsible for the unauthorized disclosure of any pre-mature results that Customer enters into the system prior to polls closing on election night.**

d. Testing. Customer and its staff will conduct proofing and testing of the System, including importing results from test elections to ensure that the Election Results are accurate. Customer acknowledges that Election Results will not be available to Voters until Customer completes the testing and publishes the results. Any errors identified during this process shall be immediately communicated to the Contractor, who shall timely fix such errors.

4. Software License.

a. Grant of License. Subject to the terms and conditions of this Agreement, and in consideration of and conditioned on Customer's timely payment of amounts payable hereunder, Contractor hereby grants to Customer a non-exclusive, non-transferable, revocable license to use the Software as part of the Services.

b. Restrictions of License. Customer and Voters may access and use the Services solely for the purpose of interacting with and using the Services. The license does not give Customer any rights to and Customer may not: (i) reverse engineer, decompile, disassemble, hack, exploit, or attempt to derive a source code version of any aspect of the Software; (ii) sublicense, resell, rent, lease, export, import, distribute, assign, or otherwise make the Software available to any Person other than the Voters as contemplated in connection with the Services; (iii) remove or alter any proprietary notices pertaining to the Software; or (iv) use the Services in any way that could interfere with any other customers' use of the Software.

c. Proprietary Rights. The Software is licensed, not sold, and Contractor expressly reserves all rights that Contractor does not expressly grant to Customer hereunder. Customer acknowledges and agrees that Contractor owns and retains all rights, title, and interest in and to all the Software and all copyright, trademark, patent, trade secret, intellectual property, improvements, enhancement, modifications, derivative works, and other proprietary rights associated therewith. The license granted hereunder does not include a license of any such proprietary rights to Customer.

d. Feedback. If Customer gives Contractor any ideas, proposals, suggestions, enhancement requests, or other feedback, including ideas for new services and improvements to the Software or the Services, Customer grants Contractor the unlimited right to use such feedback and incorporate it into its products and services without fees, royalties, or any other obligations to Customer.

e. Trade Names. Customer is authorized under this agreement to provide the Services to its Voters under Customer's own name or any trade name it sees fit; provided, however, that it shall not provide the Services under Contractor's name. Contractor shall retain all right, title and ownership interest in Contractor's own trademarks and trade names and said trademarks and trade names shall remain proprietary to Contractor. Customer shall retain all right, title and ownership interest in Customer's own trademarks and trade names and said trademarks and trade names shall remain proprietary to Customer.

f. Maintenance Modifications. As part of the Services, Contractor shall provide Maintenance Modifications to the Software from time to time. Contractor will make commercially reasonable efforts to notify Customer in advance when any downtime is expected from the implementation of a Maintenance Modification (or as otherwise necessary to continue providing the Services) (the “Scheduled Downtime”). Contractor will make commercially reasonable efforts to implement Scheduled Downtime during non-business hours (but cannot guarantee such, particularly as to critical Maintenance Modifications correcting Errors that materially affect the Services).

g. Enhancements. Customer agrees all requested System behavior outside of the scope of the Services defined herein are deemed to be Enhancements and not considered Maintenance Modifications. Contractor may, but is not required to, develop Enhancements to the System and Customer acknowledges and agrees that such Enhancements may incur additional Fees depending on the scope and delivery date requested. The implementation of any Enhancements shall be set forth in a separate writing between Customer and Contractor (or in an amendment to this Agreement).

h. Modification. Contractor shall have the right to make Maintenance Modifications or Enhancements to the Software without the prior written consent or request of Customer in order to improve the delivery of the Services but shall not make any modifications that materially change the nature of the Services except as agreed in writing by both parties. No Enhancements that Contractor makes of its own accord and without Customer’s consent shall incur additional Fees hereunder.

5. Customer Support and Uptime.

a. Customer Support. Contractor will provide remote technical support for the System to Customer from 9:00 a.m. to 5:00 p.m. in the Eastern time zone on Business Days (the “Business Hours”). Support requests will be received via e-mail and support for any such requests will be provided via e-mail and/or telephone (the “Helpdesk”). As part of such support, Contractor will respond to any support request and fix or repair any material and reproducible Errors in the Software that are reported to Contractor: (i) within eight (8) hours for Critical Errors (as defined below); (ii) within one (1) Business Day for high errors; (iii) within (3) Business Days for normal errors; and within five (5) Business Days for all other Errors. Response times will be measured from the time a Support request is received by Contractor through the Helpdesk. With the exception of Critical Errors, for which Contractor will receive and accept support requests twenty-four (24) hours a day and seven (7) days a week, if a support request is sent to Contractor outside of normal Business Hours, it will not be deemed to have been received by Contractor until the beginning of the next Business Day. As used herein, “Critical Error” means an Error where the System is entirely down during the election period prior to an Election through Election night and no workaround is immediately available.

b. Uptime. Contractor will make the System Available (as defined below) at least 99.9% of the time as measured over the course of each calendar month during the Term, excluding unavailability caused by any of the Exceptions (as defined below). As used herein, (i) “Available” means the Platform is available for access and use by Voters over the Internet and is

operating in material accordance with the scope set forth on **Exhibit “A”**, and (ii) “Exceptions” means any: (a) any connectivity issues with Customer’s or a Voter’s Internet service; (b) Force Majeure Event; (c) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other item not supplied by Contractor; or (d) Scheduled Downtime.

c. Helpdesk. Customer shall promptly utilize Contractor’s designated Helpdesk to report and log errors, outages, equipment failures, and other problems with the Services. **Contractor shall not be responsible for any losses or damages that result from Customer’s failure to use the Helpdesk, and the response times contained in Section 5(a) shall not take effect or apply until and unless Customer uses Contractor’s Helpdesk to notify Contractor of a failure in the Services.** Contractor may, from time to time, change its Helpdesk and the requirements thereof upon thirty (30) days’ prior written notice to Customer.

6. Fees and Payment.

a. Fees. The fees for the Services shall be as set forth on **Exhibit “B”** attached hereto. The Contractor shall invoice the Customer for all Fees, together with any applicable taxes, on the first (1st) day of the month following a payment milestone (as set forth on **Exhibit “B”**). If no payment milestones are defined, Contractor shall invoice the Customer on the first (1st) of the month following the start of the Initial Term and each Renewal Term. Payment is due within thirty (30) days following the date of such invoice. A service charge of one and one-half percent (1.5%) per month will be added to any balances thirty (30) days past due.

b. Changes to Fees. Following the Initial Term, Contractor may increase the Fees from time to time in its sole discretion upon sixty (60) days’ prior written notice of such new Fees to Customer. In such event, Customer may terminate the Term of this Agreement as of the effective date of the New Fees, without any penalty or liability to Customer, by giving written notice of its intent to terminate the Term of this Agreement to Contractor not less than thirty (30) days prior to the effective date of the New Fees. If Customer does not give notice of its intent to terminate the Term of this Agreement, Customer shall be deemed to have accepted the New Fees.

c. Termination Fees. Customer and Contractor hereby agree that upon termination or cancellation of the Term of this Agreement, Customer shall pay Contractor within thirty (30) days of the date of such termination or cancellation all fees owed to Contractor under this Agreement for the remainder of the Term that have not yet been paid. This Section 6(c) shall survive termination of this Agreement.

7. Term. The initial term of this Agreement shall be 17 months following the Effective Date (the “Initial Term”). The term shall automatically renew for successive two (2) year periods (each a “Renewal Term”) (the Initial Term, together with each Renewal Term, is the “Term”) on each anniversary date of the Effective Date unless Customer gives Contractor written notice of its intent not to renew the Term of this Agreement not less than one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term.

8. Proprietary Information.

a. Nondisclosure. In connection with this Agreement, each party (the “Disclosing Party”) may disclose or make available Proprietary Information (as defined below) to the other party (the “Receiving Party”). A Receiving Party shall not disclose Proprietary Information except to Authorized Persons (as defined below). The Receiving Party shall not duplicate, use, or disclose Proprietary Information except as otherwise permitted under this Agreement. In disclosing Proprietary Information to Authorized Persons, the Receiving Party shall require such Authorized Person to abide by the restrictions of this Agreement concerning such Proprietary Information before disclosing such Proprietary Information to such Authorized Person.

b. Compelled Disclosure. If the Receiving Party or any of its Authorized Persons is compelled by applicable law or a court order to disclose any Proprietary Information, then to the extent permitted by applicable law or court order, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Receiving Party remains required to disclose any Proprietary Information, the Receiving Party shall disclose only that portion of the Proprietary Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.

c. Survival. The Receiving Party's and its Authorized Persons' obligations of confidentiality with respect to a given piece of Proprietary Information under this Section 8 will survive the termination, expiration, or non-renewal of the Term of this Agreement.

d. Enforcement. The Receiving Party agrees that damages at law will be an insufficient remedy to the Disclosing Party in the event the Receiving Party violates any of the terms or conditions of this Section 8, and that the Disclosing Party may be entitled, upon application to a court of competent jurisdiction, to obtain injunctive relief to enforce the provisions of this Agreement, which injunctive relief shall be in addition to any other rights or remedies available to the Disclosing Party.

9. Limitation on Liability; Representations and Warranties.

a. Warranties. Subject to the limitations set forth in this Agreement, Contractor warrants only to Customer that the System furnished hereunder when properly used and unmodified by Customer or Voter, will substantially conform to the scope set forth in **Exhibit “A”**. Contractor's sole responsibility under this Section 9 shall be to use reasonable commercial efforts to promptly correct material Errors. All warranty claims not made in writing or not received by Customer shall be deemed waived. Contractor's warranty obligations are solely for the benefit of Customer, who has no authority to extend or transfer this warranty to any other Person.

b. No Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED “AS IS” AND PROVIDER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT, INCLUDING

ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT (IF ANY) CONSTITUTE THE ONLY WARRANTIES MADE BY PROVIDER WITH RESPECT TO THIS AGREEMENT AND THE SERVICES AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED.

c. Limitation on Damages. In the event Customer suffers damages, Customer's sole and exclusive remedy shall be to recover an equitable amount not to exceed all Fees paid to Contractor during the Term. Under no circumstances shall Contractor be liable for any claims for special, incidental, or consequential damages including, but not limited to, loss of profits or revenue, lost data, or the costs of substitute equipment or services, whether based upon tort, contract or other theory of recovery.

10. Termination.

a. Termination Upon Breach. Either party hereto may terminate the Term of this Agreement upon written notice to the other party if the other party: (i) commits a material breach of its obligations hereunder or any representation or warranty hereunder and fails to remedy such breach within thirty (30) days of the non-breaching party's written notice of such breach to the breaching party and fails to remedy such breach within thirty (30) days of receipt of such written notice; or (ii) files for bankruptcy, receivership, is declared insolvent, or otherwise terminates or suspends its business operations without assigning the Agreement to a permitted assignee under this Agreement.

b. Effect of Termination. On the effective date of termination, Customer shall immediately cease to use any of the Services. Notwithstanding the foregoing, Contractor shall make all commercially reasonable efforts to facilitate Customer's transfer to another provider of services similar to the Services. Customer acknowledges and agrees that Contractor may charge additional Fees for this work.

11. Definitions. Capitalized terms shall have the following meanings as used in this Agreement:

a. "Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person. For purposes of this definition, the term "controls", "is controlled by", or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

b. "Business Day" means any day of the year other than Saturday, Sunday, a legal holiday in the State of Florida, or any other day on which national banking associations in the State of Florida generally are closed for commercial banking business.

c. “Cyberattack” means any action, physical or electronic, taken to intentionally damage or disrupt an electronic system, including but not limited to Equipment, backup services, cloud services, electrical systems and power grids, networks.

d. “Enhancement” means a change or addition to any Software and related Documentation (including all new releases of the Code) that improves functions, adds new functions, or significantly improves performance by changes in system design or coding. Enhancements shall not include any change or addition that is a Maintenance Modification.

e. “Error” means any error, problem, or defect resulting from an incorrect functioning of Software, or an incorrect or incomplete statement or diagram in Documentation, if such error, problem, or defect renders the Software inoperable, causes the Software to fail to meet the specifications thereof, or causes the Documentation to be inaccurate or incomplete in any material respect.

f. “Maintenance Modification” means any modification or revision (other than Enhancements) to Software or Documentation that correct Errors, support new releases of the operating systems with which the Code is designed to operate, support new input/output devices, or provide other incidental updates and corrections.

g. “Person” means any natural person, corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, association, governmental agency or subdivision thereof, joint venture, trust or any other entity.

12. Assignability. Neither party hereto shall have the right to assign this Agreement or its rights or duties hereunder to any other Person. Notwithstanding the foregoing, Contractor shall have the right, without Customer’s knowledge or consent, to assign this Agreement and any or all of the rights and duties hereunder, to any Affiliate or successor of the Contractor or pursuant to a sale of assets to an unrelated third party.

13. Severability. If any provision of this Agreement is deemed to be invalid, unenforceable, or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision; and such provision shall be inoperative in such state or jurisdiction, and shall not be part of the consideration moving from either of the parties to the other. The remaining provisions of this Agreement shall be valid and binding and of like effect as though such provision was not included.

14. Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its reasonable control, which shall include, but are not limited to: acts of God (including reasonable preparation therefor); acts of war, civil unrest, terrorism, Cyberattacks, or other hostilities; disasters; epidemics or pandemics; fire, flood or other casualty; hazardous weather; labor disputes, strikes, or work stoppages (except for a dispute, stoppage, or strike involving either party hereto); or government action, regulation or restriction (a “Force Majeure Event”). A Force Majeure Event shall not include changes in economic or market conditions, financial or internal problems of the non-performing party, or an event that renders performance

uneconomical or unprofitable for the non-performing party. A Force Majeure Event shall not excuse the payment of any money due hereunder except in the event of the failure or governmental closure of a party's bank.

A party suffering a Force Majeure Event shall use reasonable efforts to notify the other party in writing within ten (10) days following the occurrence of such Force Majeure Event. The exception from liability due to a Force Majeure Event shall continue for so long as such Force Majeure Event is in effect. If a party's performance is delayed more than thirty (30) days due to a Force Majeure Event, the other party shall have the option of: (i) terminating the Term of this Agreement without cause upon written notice to the non-performing party; or (ii) extending the time for performance by the period of the delay.

15. Notices. All notices or other communications provided for herein to be given or sent to a party by the other party shall be in writing and sent to the addresses set forth below. Any such notice shall be deemed validly given: (i) at the time of receipt if personally delivered; (ii) at the time of receipt if communicated by electronic mail with confirmation of receipt thereof; (iii) on the next business day, if sent via recognized overnight delivery service; or (iv) on the third (3rd) business day after the date of deposit in the United States mail, if mailed, certified mail, return receipt requested, postage prepaid:

If to Customer: _____

 E-mail: _____

If to Contractor: Enhanced Voting, LLC
 ATTN: Manager

 E-mail: _____

With a copy, which shall not constitute notice, to: Glazier, Glazier & Dietrich, P.A.
 ATTN: Andrew S. Glazier, Esq.
 8833 Perimeter Park Blvd., Suite 1002
 Jacksonville, Florida 32216
 E-mail: aglazier@glazierlawfirm.com

Any party may give notice to the other party at any time, by the method specified above, of a change in the address at which, or the Person to whom, notice is to be addressed.

16. Waivers. The terms of this Agreement may be waived only by a written instrument signed by the party waiving compliance. No waiver of any term, provision or condition of this Agreement in any one or more instances, shall be deemed to be or be construed as a further or

continuing waiver, or a waiver of any subsequent breach, of any such term, provision, or condition of this Agreement. No delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver hereof; nor shall any waiver nor any single or partial exercise on the part of any party of any right, power or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

17. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed, construed, and enforced in accordance with the laws of Florida.

18. Entire Agreement; Amendments. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties and contains all of the agreements between the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and may be amended or revoked only by a written agreement executed by both parties. Except as otherwise set forth herein, no change, modification or waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by both parties.

19. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic transmission, including e-mail. Any electronic signatures shall have the same legal effect as manual signatures.

20. Section and Paragraph Headings. The section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

[Separate Signature Page Follows]

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

ENHANCED VOTING, LLC

By: _____
Its: Manager

“Contractor”

By: _____
Its: _____

“Customer”

Exhibit “A”
Description of the Services

Customer is receiving an annual license to Enhanced Results (described below), including implementation, training, and support services.

Annual County License Includes:

- Unlimited elections, including map module
- Secure hosting and security monitoring
- Unlimited phone and email support
- Maintenance updates and bug fixes
- Product enhancements from the product roadmap

Implementation Includes

- Admin page set up and configuration
- Remote training provided by Enhanced Voting
- Configuration of home page
- Setup and Configuration of Michigan specific certification form (if option selected)

Exhibit “B”
Fees

Description	Fees
Implementation Fee (One Time)	\$0.00
2024 Enhanced Results Annual License	PAID
2025 Enhanced Results Annual License	\$1,500.00
2026 Enhanced Results Annual License	Market Price
Certification Module Annual License (optional)	\$420.00
Report Hosting Module Annual License (optional)	\$420.00
Statistics Module Annual License (optional)	\$420.00
Custom Enhancements	\$250.00/hour

COUNTY OF LEELANAU, MICHIGAN



PACE PROGRAM REPORT

This Lean & Green Michigan™ PACE Program Report contains the information required by Section 9 of Michigan Public Act No. 270 of 2010, as amended. Additional information is available from Leelanau County. The PACE Program and PACE Program Report were approved by the Leelanau County Board of Commissioners on July 22, 2015, by Resolution 2015-019, subsequent to a public hearing held on August 18, 2015. The PACE Program and PACE Program Report were approved and amended by the Board of Commissioners on [DATE], by Resolution [XXXX-XX], subsequent to a public hearing held on [DATE].

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INTRODUCTION

Michigan Public Act No. 270 of 2010, as amended (“the PACE Statute”) authorizes local units of government to adopt Property Assessed Clean Energy (“PACE”) programs to promote the installation of renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects by owners of commercial or industrial property within a district designated by the local unit of government.

In order to encourage economic development, improve property valuation, increase employment, reduce energy costs, reduce greenhouse gas emissions and contribute to the public health and welfare in Leelanau County, the Board of Commissioners established the Leelanau County Property Assessed Clean Energy Program and PACE district pursuant to the PACE Statute by joining Lean & Green Michigan™ (the “PACE Program” or “Program”). The PACE Program has identified specific sources of commercial funding to finance PACE Projects within the Leelanau County PACE district, which is coterminous with the County’s jurisdictional boundaries.

The purpose of this PACE Program Report is to fulfill the requirements of the PACE Statute. Section 9 of the PACE Statute requires a report that includes: a form of contract between Leelanau County and the record owner; identification of an official authorized to enter into program contracts on behalf of Leelanau County; a maximum aggregate amount for financing provided by Leelanau County under the program; an application process and eligibility requirements; methods for determining repayment periods, the maximum amount of assessment, and interest rates on assessment installments; an explanation of how assessments will be made and collected; a plan for raising capital; procedures to determine information regarding reserve funds and fees of the program; a requirement that the term of the assessment not exceed the useful life of the project; a requirement of an appropriate ratio of the amount of the assessment to the assessed value of the property; requirement of consent from the mortgage holder; provisions for marketing and participant education; provisions for adequate debt service reserve fund; quality assurance and antifraud measures; and a requirement for baseline energy audit or energy modeling, ongoing savings measurements and performance guarantees for retrofit projects over \$250,000 in assessments unless waived by the property owner; for new construction energy projects, a requirement that the building or other structure exceed applicable requirements of the Michigan uniform energy code.

As many of the details of a PACE transaction are determined on a project-specific basis, adjustments to the model contract may be required to fit a particular transaction. Additionally, there are several blanks left in the model contract that should be filled in when the corresponding information is known.

Lean & Green Michigan, LLC (“LAGM”) developed a collaborative approach to PACE programs for local units of government by standardizing the administrative and legal process under which PACE programs are created and managed. Many local units of government throughout the state have joined or are in the process of joining the Lean & Green Michigan™ PACE program. This approach creates one efficient statewide market, allowing property owners, lenders and contractors to utilize a standardized process as they employ PACE financing in multiple jurisdictions throughout the state.

LEELANAU COUNTY PROGRAM REPORT

1. Form of PACE Contract

A form of model PACE Special Assessment Agreement is attached as **Appendix A**. Individual property owners may negotiate project-specific terms to be included in an actual agreement based upon the specific renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects to be financed through the individual agreement, subject to the limitations set forth herein.

2. Authorized Official/PACE Administrator

The Treasurer or his/her designee, (the “Authorized Official”) is authorized to enter into PACE Contracts or PACE Special Assessment Agreements on behalf of Leelanau County in consultation with LAGM. The Authorized Official is further authorized to sign any agreement, documents or certificates necessary to facilitate the participation of property owners and to facilitate the purposes hereunder.

In joining Lean & Green Michigan™, Leelanau County agrees to have LAGM act as PACE administrator and manage Leelanau County’s PACE Program. LAGM is authorized to negotiate with credit providers and PACE project participants to facilitate the use of the PACE Program and to assist PACE project applicants in obtaining financing.

3. Financing Parameters

In establishing its PACE district, Leelanau County intends for Projects to be funded through owner-arranged private financing. The maximum aggregate annual amount of financing provided by Leelanau County shall be zero dollars. The maximum aggregate dollar amount for financing provided by Leelanau County may be adjusted and/or amended on an annual basis or more frequently by the Leelanau County Board of Commissioners and will remain at zero dollars unless and until it is changed.

Owner-arranged and other financing from commercial lenders, as allowed under Act 270, Section 9(1)(g)(iii), are separate sources of financing from the financing provided by Leelanau County. Owner-arranged financing from commercial lenders is not included under the maximum aggregate annual dollar amount for financing provided by Leelanau County under the Program. There is no limit on the maximum aggregate annual amount of financing provided by private commercial lenders under the program. The dollar amount for financing of a particular Project will be established by the property owner seeking to implement and the commercial lender seeking to finance the implementation of renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects; as approved by LAGM and the Authorized Official.

4. Application Process/Eligibility Requirements

Application Process:

The application process for financing projects under the Program shall be that of LAGM. The current application form is attached as **SAA Appendix F**. This form may be changed or amended as necessary by LAGM.

Eligibility Requirements:

The eligibility requirements for financing projects under the Program shall be those of LAGM. Eligibility requirements may be changed or amended as necessary by LAGM. The current list of eligibility requirements is attached as **SAA Appendix A**.

5. Financing Terms of Assessments

For funds supplied by Leelanau County, the interest rate on a PACE special assessment shall be sufficient to pay principal and interest on the financing as determined by the Authorized Official. Additional financing terms shall be negotiated between the property owner and entity providing the financing.

For funds supplied by commercial lenders, the interest rate for PACE special assessment installments supplied by commercial lenders shall be negotiated by the parties based on current market conditions.

The maximum dollar amount of a PACE special assessment shall be negotiated on a project-specific basis between the property owner and the entity providing the financing based upon the specific renewable energy systems, energy efficiency improvements, and environmental hazard projects included in the individual PACE Special Assessment Agreement.

6. Assessment Collection Process

Within the parameters set forth herein, the Authorized Official will determine to:

- i. Finance projects by the issuance of bonds to defray all or part of the cost of the improvements by special assessment upon the Special Assessment Parcel, which the Authorized Official will find is especially benefited in proportion to the costs of the renewable energy systems, energy efficiency improvements, water usage improvement, or environmental hazard projects.
- ii. Authorize one or more commercial lenders to provide financing to defray all or part of the cost of the Project, by special assessment upon the Special Assessment Parcel, which the Authorized Official will find is especially benefited in proportion to the costs of the renewable energy systems, energy efficiency improvements, water usage improvement, or environmental hazard projects.

The Special Assessment Roll, attached as **SAA Appendix C**, will be spread by the Authorized Official, or appropriate official, on behalf of Leelanau County and without objection

by the property owner to allocate one hundred percent (100%) of the PACE special assessment levy created hereby to the Special Assessment Parcel.

The PACE special assessment, as allocated by the Authorized Official, or appropriate official, on behalf of Leelanau County without objection by the property owner, will be finally established against the property and the Project to be constructed on the Special Assessment Parcel. The PACE special assessment will be effective immediately upon the execution and delivery of the PACE Special Assessment Agreement by the property owner. The PACE special assessment may be paid in annual or semi-annual installments pursuant to Section 13(2) of the PACE Statute. The Authorized Official, on behalf of Leelanau County, will confirm the Special Assessment Roll.

If the project is financed with bonds, the Special Assessment Roll shall bear interest at a rate sufficient to pay principal and interest on the bonds. If funds are supplied by commercial lenders, the interest rate for the PACE special assessment will be negotiated by the parties based on current market conditions.

The Leelanau County Delinquent Tax Revolving Fund (“DTRF”) shall not be used to advance, satisfy, or pay any delinquent installment of the PACE special assessment, and no Leelanau County funds will be used to repay any PACE special assessment placed under this program. The commercial lender will waive any claim to be able to seek payment from Leelanau County through the DTRF in the PACE Special Assessment Agreement.

7. Financing Program

LAGM has developed and will continue to develop an active roster of financial institutions, institutional investors and other sources of private capital available to finance PACE projects in Michigan. By participating in LAGM, Leelanau County helps its constituent property owners gain access to private capital made available through the statewide program. Leelanau County authorizes the use of owner-arranged financing from commercial lenders to finance qualified Projects under the Program.

Leelanau County may also raise capital to finance qualified Projects from the sale of bonds or notes, or may finance qualified Projects under the PACE Program from funds available to it from any other source.

8. Reserve Fund

In the event Leelanau County decides to issue bonds to provide financing for a PACE Program, Leelanau County can determine at that time to fund a bond reserve account from any legally available funds, including funds from the proceeds of bonds.

By participating in the Lean & Green Michigan™ program, Leelanau County assists its constituent property owners in taking advantage of any and all appropriate loan loss reserve and gap financing programs of the Michigan Economic Development Corporation (“MEDC”) and other federal and state entities. Such financing mechanisms can be used to finance a reserve fund if deemed necessary and appropriate by Leelanau County.

9. Fee Schedule

Application, administration and program fees for record owners shall be those of LAGM. Administration and program fees will be determined on a project-specific basis and will depend on the size, nature and complexity of the project(s) and financing mechanism(s) involved. A copy of the current LAGM administration and program fees is published by LAGM in its PACE Program Manual available upon request and at LAGM's website.

10. Useful Life

The maximum length of time allowable for repayment of a PACE assessment shall not exceed the lesser of the useful life of the Project paid for by the assessment or 25 years and will be determined on a project-specific basis by LAGM. Projects involving multiple energy efficiency improvements, renewable energy systems, or environmental hazard improvements may aggregate the useful life of each improvement to determine an overall useful life figure for financing purposes. In aggregating the improvements, the property owner must appropriately weigh each improvement's dollar cost.

11. Property Eligibility Parameters

The ratio of the amount of the assessment to the market value of the property must be appropriate and shall be set forth in the PACE Special Assessment Agreement for each project. Additionally, the overall indebtedness on the property must be appropriate. In calculating the appropriate ratios, the property owner and the lender providing the financing may determine the market value of the property using either: 1) the market value of the property before the Project as agreed to by the property owner and the lender providing the financing using a proper measure such as a recent appraisal or two times the State Equalized Value; or 2) the market value of the property upon completion of the Project as agreed to by the property owner and the lender providing the financing using a proper measure such as an appraisal of the "as completed" value of the property.

In calculating the appropriate ratio of the amount of the assessment to the market value of the property, the cost of the Project (excluding closing costs and interest) shall generally not exceed 25% of the market value of the property.

In calculating the appropriate ratio of total indebtedness on the property to the market value of the property, prior debt secured by the property plus the PACE loan shall generally not exceed 90% of the market value of the property.

LAGM and the Authorized Official may permit projects that exceed these values for reasonable cause on a case-by-case basis, and in such cases must include a letter of explanation as an addendum to the Special Assessment Agreement.

12. Mortgage Consent Requirement

If a property is subject to a mortgage the record owner must obtain written consent from the mortgagee to participate in the Program. Proof of lender consent must be submitted before a Special Assessment Agreement may be executed. A form of lender consent to participate in a PACE Program is attached as **SAA Appendix H**.

13. Marketing Program

LAGM has developed an ongoing marketing and participant education program. By joining Lean & Green Michigan™, Leelanau County gains access to this program and agrees to partner with LAGM in educating property owners in Leelanau County about opportunities to save energy, save money and improve their property value. Leelanau County authorizes the use of Leelanau County's logo by LAGM to be incorporated into the LAGM website and other communication vehicles. More information regarding the Program can be obtained at LAGM's website: www.leanandgreenmi.com; or at Leelanau County's website at <https://www.leelanau.gov/>.

14. Quality Assurance and Antifraud Measures

LAGM includes the following quality assurance and antifraud measures:

- Business integrity review on clean energy contractors conducted by Michigan Saves;
- Background check process on clean energy contractors conducted by Michigan Saves; and
- Other general due diligence as may be necessary or required.

15. Energy Audit or Energy Modeling Requirement

As set forth in the PACE Program Application, a baseline energy audit or energy modeling must be completed before a Project is approved. Each contract should provide adequate funding for monitoring and verification of energy savings throughout the life of the special assessment.

16. Savings-to-Investment Ratio and Savings Guarantee Requirements

Unless waived by the record owner, Projects financed with more than \$250,000 require ongoing measurements to establish energy savings and a guarantee from the contractor that the energy project will achieve a savings to investment ratio greater than one.

This requirement may be waived by the record owner, and is not applicable to a new construction energy project.

17. Amendments to the Program

A public hearing shall not be required to amend this Program. LAGM may amend the Leelanau County PACE program as necessary from time to time.

APPENDIX A
SPECIAL ASSESSMENT AGREEMENT

SPACE ABOVE FOR RECORDING PURPOSES

PACE SPECIAL ASSESSMENT AGREEMENT
(OWNER-ARRANGED FINANCING)

by and among

COUNTY OF LEELANAU, MICHIGAN

and

PROPERTY OWNER

and

PACE LENDER

Dated: _____

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APPENDIX A:	PROGRAM ELIGIBILITY REQUIREMENTS
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APPENDIX D:	PAYMENT SCHEDULE
APPENDIX E:	DESCRIPTION OF IMPROVEMENTS
APPENDIX F:	LEAN & GREEN MICHIGAN PACE PROGRAM APPLICATION
APPENDIX G:	FORM OF CERTIFICATE OF ASSIGNMENT
APPENDIX H:	FORM OF LENDER CONSENT
APPENDIX I:	FORM OF WAIVER OF SIR AND SAVINGS GUARANTEE

PACE SPECIAL ASSESSMENT AGREEMENT
(OWNER-ARRANGED FINANCING)

THIS PACE SPECIAL ASSESSMENT AGREEMENT (this “Agreement”) is made this [DATE] among the County of Leelanau, a Michigan County corporation (the “County”), whose address is 8527 E. Government Center Dr., Suttons Bay, MI 49682, [PROPERTY OWNER], a Michigan limited liability company (the “Property Owner”), whose address is [ADDRESS], and [PACE LENDER], a Michigan limited liability company (the “Lender”), whose address is [ADDRESS].

RECITALS:

A. Pursuant to the PACE Statute and a resolution adopted by the Leelanau County Board of Commissioners on November 17, 2015, the County has established the PACE Program as described in the PACE Program Report and has created the Special Assessment District under the PACE Program for the purpose, *inter alia*, of assisting a record owner of property within the Special Assessment District in obtaining Owner-Arranged Financing from a commercial lender to defray the costs of one or more Project on the property.

B. Under the PACE Statute, the County is authorized, pursuant to an agreement with the record owner of property within the Special Assessment District, to impose a special assessment on the property to be benefitted by the Project in order to secure and provide for the repayment of the Owner-Arranged Financing.

C. The Property Owner desires to undertake a certain Project on commercial, industrial, or agricultural property of the Property Owner located within the Special Assessment District, as described herein, and has obtained a commitment from the Lender to make the Loan to the Property Owner to defray its cost.

D. In order to induce the Lender to make the Loan to the Property Owner, the Property Owner has requested that the County enter into this Agreement to impose a special assessment on the property to be benefitted by the Projects, in accordance with the PACE Statute, which special assessment will secure and provide for repayment of the Loan from the Lender.

E. Pursuant to the PACE Statute and the PACE Program, the County is authorized to enter into this Agreement.

In consideration of the foregoing and the mutual covenants contained in this Agreement, the County, the Property Owner and the Lender agree that:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. Capitalized terms used in this Agreement and Recitals shall have the meanings stated in the PACE Statute and as stated immediately below, except to the extent the context in which they are used requires otherwise:

(a) “**Agreement**” means this PACE Special Assessment Agreement as same may be amended and/or restated.

(b) “**Applicable Interest Rate**” means the per annum rate of interest specified in the Loan Documents at which the Special Assessment Roll bears interest as calculated by the Lender in accordance with the provisions of Section 4.01 of this Agreement.

(c) “**Authorized Official**” means the [Authorized Official Title], or his/her designee, who is authorized to exercise the authority of an Authorized Official under the terms of the PACE Program Report.

(d) “**Default Rate**” means the rates dictated for cities by the Michigan General Property Tax Act of 1893 as amended (MCL 211.78a and 211.78g).

(e) “**Energy Efficiency Improvement**” means the acquisition, installation, replacement, or modification of equipment, devices, or materials intended to decrease energy consumption, including, but not limited to, all of the following: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; and any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Leelanau County Commission.

(f) “**Energy Project**” means any of the following: an Energy Efficiency Improvement; or the acquisition, installation, replacement or modification of a Renewable Energy System or anaerobic digester.

(g) “**Event of Default**” has the meaning set forth in Section 7.01 hereof.

(h) “**Environmental Hazard Project**” means the acquisition, installation, replacement, or modification of equipment, devices, or materials intended to address environmental hazards, including, but not limited to, measures to do any of the following:

mitigate lead, heavy metal, or PFAS contamination in potable water systems; mitigate the effects of floods or drought; increase the resistance of property against severe weather; mitigate lead paint contamination.

(i) “**Force Majeure**” means unforeseeable events beyond a party’s reasonable control and without such party’s failure or negligence including, but not limited to, acts of God, acts of public or national enemy, acts of the federal government, fire, flood, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, and delays of contractors due to such causes, but only if the party seeking to claim Force Majeure takes reasonable actions necessary to avoid delays caused thereby.

(j) “**General Property Tax Act**” means the General Property Tax Act, Act 206, Public Acts of Michigan, 1893, as amended.

(k) “**Improvements**” means the renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects being undertaken by the Property Owner on the Special Assessment Parcel as described in **Appendix E** attached hereto.

(l) “**LAGM**” shall mean Lean & Green Michigan, LLC, a Michigan limited liability company.

(m) “**Lean & Green Michigan™**” means a statewide property assessed clean energy program open to all local units of government operated as a public-private partnership by LAGM in order to facilitate property assessed clean energy program-financed transactions.

(n) “**Lender**” has the meaning set forth in the preamble.

(o) “**Loan**” means the loan obtained by the Property Owner from the Lender pursuant to Owner-Arranged Financing to defray a portion of the cost of the Improvements under the terms of the Loan Documents.

(p) “**Loan Documents**” means the Loan Agreement, dated as of [DATE], between the Property Owner and the Lender and any and all exhibits or attachments thereto, including any documents amending, restating, replacing, extending or otherwise modifying the Loan Agreement and all documents provided to the Lender from time to time by the Property Owner to evidence or secure the Loan as required pursuant to the terms of the Loan Agreement.

(q) “**Owner-Arranged Financing**” means the process by which a property owner secures financing for improvements to its property that does not involve bonds or any other form of funding provided by the County.

(r) “**PACE Program**” shall mean the property assessed clean energy program implemented by the County pursuant to the PACE Statute and the PACE Program Report to stimulate renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects in conformity with the PACE Statute.

(s) “**PACE Program Report**” means the Lean & Green Michigan™ PACE Program Report approved by the Leelanau County Board of Commissioners on November 17, 2015, including any amendments or changes thereto made before the date of this Agreement.

(t) “**PACE Statute**” means Act 270 of the Michigan Public Acts of 2010, as amended, commonly referred to as the Property Assessed Clean Energy Act, MCL 460.931 et seq.

(u) “**Payment Schedule**” has the meaning set forth in Section 4.01 hereof.

(v) “**Project**” means an Environmental Hazard Project or Energy Project.

(w) “**Property Owner**” has the meaning set forth in the preamble.

(x) “**Renewable Energy System**” means a fixture, product, device, or interacting group of fixtures, products, or devices on the customer’s side of the meter that use one (1) or more renewable energy resources to generate electricity, gas, or other power. Renewable Energy System includes a biomass stove but does not include an incinerator or digester.

(y) “**Special Assessment**” means the money obligation created pursuant to this Agreement with respect to the Special Assessment Parcel used to defray the cost of the Improvements and which shall, together with all interest, charges and penalties which may accrue thereon, be a lien upon the Special Assessment Parcel of the same priority and status as other property tax liens and other assessment liens as provided in the PACE Statute until such amounts have been paid in full.

(z) “**Special Assessment District**” means the Special Assessment District established as part of the PACE Program pursuant to the PACE Statute.

(aa) “**Special Assessment Parcel**” means the property located in the Special Assessment District to which one hundred percent (100%) of the Special Assessment has been spread by the County and which is more particularly described on the attached **Appendix B**.

(bb) “**Special Assessment Roll**” has the meaning set forth in Section 4.01 hereof.

ARTICLE II DESCRIPTION OF IMPROVEMENTS

Section 2.01 Description of Improvements. The Improvements to be acquired, constructed, installed and financed by the Property Owner under the PACE Program are described in **Appendix E** attached hereto. If after project approval, the Property Owner seeks to undertake additional Improvements, **Appendix E** may be amended or supplemented from time to time. Such additional Improvements must meet all the eligibility criteria of the PACE Program and the PACE Program Report and may be added to the original application as a modification, or submitted as a new project, at the discretion of LAGM and the Authorized Official.

**ARTICLE III
COVENANTS OF THE PROPERTY OWNER**

Section 3.01 Acquisition, Construction and Installation of Improvements.

(a) The Property Owner covenants and agrees to acquire, construct and install the Improvements as described in **Appendix E** on the Special Assessment Parcel described on **Appendix B** in full conformity with all applicable laws and regulations and in compliance with the PACE Program eligibility requirements set forth in **Appendix A**. If the proceeds of the Loan are not sufficient to pay the costs of the Improvements as aforesaid, the Property Owner agrees to complete the Improvements and to pay that portion of the costs of the Improvements in excess of the amount of the Loan. The Property Owner acknowledges and agrees that the County makes no representation, either express or implied, that the proceeds of the Loan will be sufficient to pay the total costs of the Improvements, and the Property Owner agrees that if, after exhaustion of the proceeds of the Loan, the Property Owner shall be required to pay any portion of the costs of the Improvements from its own funds, the Property Owner shall not be entitled to any reimbursement therefore from the County or from the Lender, nor shall the Property Owner be entitled to any abatement or diminution of the amount of the Special Assessment created by this Agreement or of any interest, charges or penalties which may accrue thereon.

(b) To provide for monitoring and verification of the Project, the Property Owner has created an Energy Star Portfolio Manager account and has linked this account to the LAGM Energy Star Portfolio Manager account. The Property Owner has entered all electricity bills for the Special Assessment Parcel for the year (12 consecutive months) immediately preceding the installation of the Project. The Property Owner further agrees to enter its electricity bills for the duration of the Agreement on an annual basis. Annual electricity bills for the Special Assessment Parcel will be entered into the Property Owner's Energy Star Portfolio Manager account by January 31 of each year after the year for which the electricity bills are to be entered.

**ARTICLE IV
PACE SPECIAL ASSESSMENT**

Section 4.01 PACE Special Assessment Created.

(a) At the request of the Property Owner, the County hereby determines to assist the Property Owner in obtaining the Loan to defray a portion of the cost of the Improvements on the Special Assessment Parcel by the levy of the Special Assessment upon the Special Assessment Parcel, which the Authorized Official on behalf of the County finds is especially benefited in proportion to the cost of the Improvements. The Special Assessment created hereby has been spread by the Authorized Official on behalf of the County on the Special Assessment Roll attached hereto as **Appendix C** (the "Special Assessment Roll"), with the consent of the Property Owner, to allocate one hundred percent (100%) of the Special Assessment to the Special Assessment Parcel.

(b) The Special Assessment, as allocated by the Authorized Official with the consent of the Property Owner, is hereby finally established and levied against the Special Assessment Parcel as described on the attached **Appendix B** in the principal amount of [LOAN AMOUNT] as stated on the Special Assessment Roll. The Special Assessment is effective immediately upon the execution and delivery of this Agreement by the Property Owner. The Special Assessment shall be paid by the Property Owner in [NUMBER] semi-annual installments on the dates and in the amounts set forth in the payment schedule attached hereto as **Appendix D** (the "Payment Schedule"). The Special Assessment Roll and the Payment Schedule are hereby confirmed by the Authorized Official on behalf of the County. The unpaid amount of the Special Assessment Roll shall bear interest from the date of execution and delivery of this Agreement at the Applicable Interest Rate, as calculated by the Lender in accordance with the terms of the Loan Documents, payable by the Property Owner semi-annually on each date on which any installment of the Special Assessment is due in accordance with the Payment Schedule. Notwithstanding the foregoing, (i) if any installment of the Special Assessment or any interest due and payable on the Special Assessment Roll is not paid by the Property Owner when and as the same shall become due and payable in accordance with the provisions of this Section 4.01 or (ii) any "event of default" under the Loan Documents has occurred and is continuing, the unpaid amount of the Special Assessment Roll shall bear interest at the Default Rate as calculated by the Lender in accordance with the terms of the Loan Documents, for as long as such amounts remain unpaid or for so long as such "event of default" under the Loan Documents exists and is continuing. The County, the Property Owner and the Lender agree that the Lender shall be solely responsible for the determination from time to time of the Applicable Interest Rate and the Default Rate and the amount of interest due and payable by the Property Owner on the Special Assessment Roll on each day on which interest thereon is due and payable as provided in this Agreement, and the Lender's determination thereof shall be binding on the Property Owner absent manifest error. The Property Owner and the Lender agree that the County shall under no circumstance have any obligation to determine the Applicable Interest Rate or the Default Rate or to calculate the amount of any interest payment due on the Special Assessment Roll as provided in this Agreement, and the County may conclusively rely upon the Lender's determinations thereof for the purpose of exercising and discharging all of the County's rights and obligations under this Agreement. The Lender agrees to provide, or cause to be provided, notice to the Property Owner and the County of the determinations of the Applicable Interest Rate and the Default Rate, as applicable, pursuant to this Section 4.01(b) at such times, and from time to time, as the Property Owner or the County may request.

Section 4.02 Assignment of Special Assessment Payments to Lender. At the request of the Property Owner and the Lender, and pursuant to Section 9(g)(iii) of the PACE Statute, the County hereby irrevocably assigns to the Lender its right to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Payment Schedule or upon prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01(b) of this Agreement. In pursuance of the foregoing, the County, the Property Owner and the Lender agree that, except as provided in Section 4.05 of this Agreement, (i) all installments of the Special Assessment, whether payable in accordance with the Payment Schedule or upon prepayment of

the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable upon the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, shall be paid by the Property Owner directly to the Lender when due at such address in the United States as may be designated by the Lender in writing to the Property Owner and the County; (ii) the County shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the County or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll; and (iii) absent receipt by the County of written notice from the Lender of a payment default in accordance with Section 4.05 hereof, the County shall be entitled to conclusively presume that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement.

Section 4.03 Property Owner's Consent to Special Assessment; Waiver.

(a) The Property Owner hereby irrevocably consents to and confirms the creation of the Special Assessment Roll and the levy of the Special Assessment established pursuant to this Agreement and EXPRESSLY WAIVES ANY AND ALL CLAIMS CHALLENGING AND DEFENSES TO, THE LEGALITY, VALIDITY, ENFORCEABILITY OR COLLECTABILITY OF THE SPECIAL ASSESSMENT, including, but not limited to, claims arising from, relating to or otherwise based upon any theory of procedural defect concerning the approval of the Improvements, the establishment of the Special Assessment District, confirmation of the Special Assessment Roll and the Payment Schedule, the County's right to place the Special Assessment lien on the Special Assessment Parcel, the collectability and due dates of the Special Assessment installments and interest due and payable on the Special Assessment Roll, or any other theory or claim. The Property Owner further waives notice of hearing and the right to file objections if and to the extent such rights exist under any special assessment ordinance of the County.

(b) Following the signing of this Agreement, no suit or action of any kind shall be instituted or maintained for the purpose of contesting or enjoining the collection of the Special Assessment, and the Property Owner, for itself and its successors in interest, lessees, purchasers, and assigns with respect to all or any part of the Special Assessment Parcel, hereby irrevocably waives its rights to contest the Special Assessment with any adjudicative body having jurisdiction over the subject matter, including, but not limited to, the Michigan Tax Tribunal.

(c) In addition to any conditions, covenants, warranties and representations specified in the Loan Documents, the Property Owner shall not sell, transfer, alienate or convey any of its interest in the Special Assessment Parcel without first having given written notice of the Special Assessment to any successors in interest, lessees, purchasers or assigns and having made a copy of this Agreement part of any purchase contract, sale contract, lease agreement, deed or any other conveyancing instrument by which the Property Owner purports to assign all or any part of its interest in the Special Assessment Parcel to any successors in interest, lessees, purchasers, transferees, licensees and assigns. This Agreement shall be recorded against the real property constituting the Special Assessment Parcel by the PACE lender with the Register of Deeds of Leelanau County, State of Michigan.

(d) The Property Owner agrees that it, its successors and assigns shall, during the term of this Agreement and the Special Assessment, pay all ad valorem real property taxes and assessments levied against the Special Assessment Parcel when due and the Property Owner specifically waives, irrevocably for itself, its successors and assigns as to any and all portions of the Special Assessment Parcel, the right to pay ad valorem real property taxes and assessments on any other installment method which may be available to property owners in the County.

(e) The County agrees that following (i) payment by the Property Owner in full of the Special Assessment, together with all accrued interest on the Special Assessment Roll, and all other interest, charges and penalties which may accrue thereon, and (ii) receipt by the County of written acknowledgment from the Lender that the Special Assessment, together with all accrued interest on the Special Assessment Roll, has been paid to the Lender in full, it will promptly execute and deliver documentation discharging the lien of the Special Assessment on the Special Assessment Parcel. Until the Special Assessment liability has been fully satisfied and the lien discharged, each purchaser of all or any part of the Special Assessment Parcel, as a condition of closing on such purchase, shall execute and deliver to the County a written notice: (i) acknowledging the principal amount unpaid and outstanding on the Special Assessment; (ii) agreeing to the assumption of the liability to pay the Special Assessment, and any interest thereon, on a timely basis, when due, until the remaining balance and interest on said Special Assessment has been paid in full; (iii) acknowledging that the title insurance policy will state that the Special Assessment has not been paid at time of closing thereon; and (iv) agreeing to pay to the Lender at or prior to the close of the purchase all past due installments of the Special Assessment and all past due payments of interest on the Special Assessment Roll. The representations set forth in such written notice shall be enforceable at law and in equity, including without limitation, by way of specific performance.

Section 4.04 Lien. The Special Assessment is an obligation with respect to the Special Assessment Parcel, and shall, until paid, be a lien upon the Special Assessment Parcel for the amount of the Special Assessment and all interest, charges and penalties that may accrue thereon. Such lien shall be of the same character and effect as liens created pursuant to the ordinances of the County for County taxes and shall be treated as such with respect to procedures for collection as set forth in the General Property Tax Act and the ordinances of the County, including accrued interest, charges and penalties. The Special Assessment confirmed hereby is a debt to the County from the Property Owner and its successors in interest, lessees, purchasers and assigns. The right of the County to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01, has been irrevocably assigned by the County to the Lender in accordance with the provisions of Section 4.02 of this Agreement. No judgment or decree shall destroy or impair any lien of the County upon the premises assessed for such amount of the Special Assessment as may have been equitably or lawfully charged and assessed thereon. Failure of the Property Owner or any subsequent property owner to receive any notice required to be sent under the provisions of the ordinances of the County or this Agreement shall not invalidate the Special Assessment or the Special Assessment Roll and shall not be a jurisdictional requirement.

Section 4.05 Payment Default.

(a) If any installment of the Special Assessment or interest due on the Special Assessment Roll shall not have been paid by the Property Owner to the Lender, as assignee of the County, at the time and in the amount required by Section 4.01 hereof (a "Payment Default"), the Lender shall, within thirty (30) days following the date such sums were due and payable (the "Payment Default Date"), deliver written notice to the County stating all of the following: (i) that a Payment Default has occurred under this Agreement; (ii) the Payment Default Date; (iii) the amount of the Special Assessment that was due and payable as of the Payment Default Date and which remains unpaid and the amount of interest on the Special Assessment Roll that was due and payable as of the Payment Default Date and which remains unpaid (collectively, the "Payment Default Amount"); and (iv) an attestation by an authorized officer of the Lender that the statements contained in the foregoing notice are true, correct and complete as of the date of such notice. Upon receipt of such notice from the Lender, the County shall take such actions as may be required to cause the Payment Default Amount to be certified for collection on the summer or winter tax bill next succeeding the Payment Default Date, and such Payment Default Amount shall be collected at the same time and in the same manner as is prescribed for the collection of the County taxes under the General Property Tax Act and the ordinances of the County. The County may assess a fee for delinquent taxes, interest, penalties, and fees as provided under General Property Tax Act Section 211.78. Notwithstanding the foregoing provisions of this Section 4.05(a), if the County shall determine that the notice of the Lender described in this Section 4.05(a) was not received by the County in sufficient time to permit the Payment Default Amount to be placed for collection on the summer or winter tax bill next succeeding the Payment Default Date, such Payment Default Amount shall be certified for collection on the next summer or winter tax bill issued thereafter. The County shall be entitled to conclusively rely upon any notice of the Lender delivered pursuant to this Section 4.05(a) as to the existence of a Payment Default and as to the Payment Default Amount, and shall not be liable to the Property Owner or to any other person for any action taken by the County pursuant to the terms of this Agreement or otherwise in reliance upon the information contained in such notice. Absent receipt by the County of written notice from the Lender of a Payment Default in accordance with this Section 4.05(a), the County shall be entitled to presume conclusively that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement, and the County shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the County or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll.

(b) The County hereby agrees that, pursuant to the assignment set forth in Section 4.04, it will cause to be paid over to the Lender all amounts received by the County from the County Treasurer as collections of any Payment Default Amount within forty-five (45) days of the date such sums are received by the County from the County Treasurer. The parties hereto expressly acknowledge and agree that in no event shall the County advance to the Lender the amount of any unpaid Payment Default Amount, and the County shall be obligated to pay over to the Lender only such sums as are actually received by the County Treasurer as collections of any Payment Default Amount.

(c) In the event that any interest, penalties, fees or other charges shall be imposed upon the Special Assessment Parcel or against the Special Assessment Roll or the amount of any unpaid Special Assessment pursuant to the ordinances of the County or the General Property Tax Act, by Leelanau County, Michigan, for the administration, billing, collection or enforcement of the Special Assessment created hereby, such amounts shall remain a debt of the Property Owner to Leelanau County, Michigan, as their interests may appear, and shall not be deemed to have been assigned to the Lender pursuant to the terms of this Agreement or otherwise.

(d) The Lender hereby agrees and acknowledges that it shall have no right, and if such right were to be found to exist, hereby waives such right, to seek payment of any delinquent installment of the Special Assessment, and any interest, penalties, fees, or other charges, through the Leelanau County Delinquent Tax Revolving Fund (“DTRF”), or any subsequent County fund which may replace the DTRF, or any other County funds.

Section 4.06 Prepayment of Special Assessment. Subject to the provisions of the Loan Documents, including, without limitation, prepayment penalties, if any, the Property Owner may, upon sixty (60) days’ written notice to the Lender and the County, prepay any installment of the Special Assessment specified in the Payment Schedule by causing to be paid to the Lender the amount of the installment to be prepaid, together with accrued interest thereon to the date of prepayment. If such prepayment of any installment is not received by the Lender on the date specified for prepayment, the Lender shall promptly deliver written notice to the County that such prepayment was not received by the Lender.

Section 4.07 Invalidity; Cure. In the event of any invalidity of the Special Assessment, the Authorized Official, at the request of the Lender, and if the County shall have received indemnity satisfactory to the Authorized Official for its costs and expenses (including reasonable attorneys’ fees), shall cause a new Special Assessment to be made for all or any part of the Improvements in accordance with the PACE Statute and the PACE Program as reasonably determined by the Authorized Official. The Property Owner, on behalf of itself and its successors in interest, lessees, purchasers, and assigns, hereby waives any objections to and agrees to the imposition of such new Special Assessment; *provided, however*, that the amount of the new Special Assessment shall not exceed the unpaid principal amount of the Loan at the time the new Special Assessment shall be established.

Section 4.08 County or County Treasurer Becoming Owner of the Special Assessment Parcel. In the event that the County Treasurer takes ownership of the Special Assessment Parcel by operation of law, the County Treasurer and the Lender agree that while the lien on the Special Assessment Parcel will remain in full force and effect, and all principal, interest, penalties, fees, and other charges, either based on Michigan Compiled Laws or the Loan Documents will continue to accrue during the period of time that the County Treasurer owns the Special Assessment Parcel. No loan or special assessment payments, including interest, penalties, fees or other charges, are required to be paid or will be accrued by the County Treasurer to the Lender. Any and all principal, interest, penalties, fees, and other charges which accrue during the period by which the County Treasurer own the Special Assessment Parcel will, in the sole and unlimited discretion of the Lender, either be: (1) considered immediately due and

payable by any person or entity who purchases the Special Assessment Parcel from the County Treasurer, and no sale or transfer of the Special Assessment Parcel is valid unless and until all principal, interest, penalties, fees, and other charges have been paid by the subsequent owner of the Special Assessment Parcel; or (2) capitalized into the outstanding principal balance of the Special Assessment, causing the Lender to provide a revised Payment Schedule in an amount necessary to amortize the new outstanding principal balance of the Special Assessment over the remaining number of payments. The lien created by the Special Assessment shall not be extinguished or released until all necessary principal and interest payments, as well as all penalties, fees, and other charges, as determined solely by Lender, have been paid and received by Lender.

ARTICLE V CONDITIONS PRECEDENT

Section 5.01 Conditions Precedent to the County's Obligations.

The obligations of the County under this Agreement shall be subject to the satisfaction of the following conditions precedent on or prior to the date of execution and delivery of this Agreement by the County, unless waived in writing by the County:

(a) The County, the Property Owner and the Lender shall have authorized, executed and delivered this Agreement and all approvals required hereby shall have been secured.

(b) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Property Owner or the County is a party, or shall be threatened in writing against the Property Owner or the County, contesting the validity or binding effect of this Agreement, the Special Assessment or the Owner-Arranged Financing contemplated hereby, or which, if adversely decided, could have a material adverse effect upon the ability of the Property Owner to pay or the County to levy the Special Assessment or to assign to the Lender the right to receive payments of the Special Assessment, or which could have a material adverse effect on the ability of the Property Owner or the County to comply with any of the obligations and terms of this Agreement.

(c) There shall be no ongoing breach of any of the covenants and agreements of the Property Owner required to have been observed or performed by the Property Owner under the terms of this Agreement and no Event of Default by the Property Owner, and no event which, with the passage of time or the giving of notice or both could become an Event of Default by the Property Owner under this Agreement, shall have occurred.

(d) All documents, schedules, materials, maps, plans, descriptions and related matters which are contemplated to be made Appendices to this Agreement shall have been fully completed by the Property Owner to the County's reasonable satisfaction and such Appendices shall be true, accurate and complete.

(e) The Property Owner shall meet all eligibility requirements as set forth in **Appendix A.**

(f) The Property Owner and the Lender shall have authorized, executed and delivered the Loan Documents, and the Lender shall have funded the Loan in accordance with the terms of the Loan Documents.

(g) The Property Owner shall not have filed for bankruptcy or sought the protections of any state or federal insolvency law providing protections to debtors.

(h) The Property Owner shall have obtained consent from each holder of a mortgage interest or lien upon the Special Assessment Parcel prior to the execution and delivery of this Agreement in substantially the form set forth in the PACE Program Report.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties of the County.

The County represents and warrants to the Property Owner that, as of the date of this Agreement:

(a) The execution and delivery of this Agreement has been duly authorized by the County, and this Agreement complies with the PACE Statute and constitutes a valid and binding agreement of the County, enforceable against the County in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principals of equity, including those relating to equitable subordination.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated herein is in violation of any provision of any existing law, ordinance, rule, resolution or regulation to which the County is subject, or any agreement to which the County is a party or by which the County is bound, or any order or decree of any court or governmental entity by which the County is subject.

(c) There are no delinquent taxes, special assessments, or water or sewer charges on the Special Assessment Parcel that will be assessed under this Agreement; and there are no delinquent assessments on the Special Assessment Parcel under a PACE program.

Section 6.02 Representations and Warranties of the Property Owner.

The Property Owner represents and warrants to the County and the Lender that:

(a) The Property Owner is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Michigan, with power under the laws of the State of Michigan to carry on its business as now being conducted, and is duly qualified to do business in the State of Michigan; and the Property Owner has the power and authority to own the Special Assessment Parcel and to carry out its obligation to complete the Improvements.

(b) The execution and delivery of this Agreement will not result in a violation or default by the Property Owner of any provision of its Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject.

(c) The Property Owner is the sole and exclusive legal and equitable title owner of fee simple title to the Special Assessment Parcel and the Improvements located, or to be located, thereon and has full legal power and authority to consent to the finalization and levying of the Special Assessment as provided herein.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action, and this Agreement has been duly executed and delivered by the Property Owner and constitutes a valid and binding agreement enforceable against the Property Owner in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

(e) Property Owner warrants and agrees that any contractual, legal or other disputes between it and the Lender--other than matters specifically related to enforcement of property tax obligations--or the contractor involved in the Improvements, do not involve the County, and Property Owner agrees to hold the County and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

(f) The Property Owner, the Special Assessment Parcel and the Improvements satisfy all of the PACE Program eligibility and program requirements set forth in **Appendix A**.

Section 6.03 Representations and Warranties of the Lender.

The Lender represents and warrants to the County that:

(a) The Lender has experience in the market for property assessed clean energy programs and assessments and is capable of evaluating the merits and risks of its participation in the Owner-Arranged Financing contemplated by this Agreement.

(b) The Lender has made its own independent investigation of the Property Owner, the terms of this Agreement, the nature of the Special Assessment created hereby and the procedures for the collection and enforcement of the Special Assessment under this Agreement and the laws of the State of Michigan, and is not relying on the County, its agents, attorneys or employees for any of such information or with respect to the sufficiency and scope of such investigation. The Lender has not received, and is not relying on, any representations of the County with respect to the Property Owner.

(c) Lender warrants and agrees that any contractual, legal or other disputes between it and Property Owner--other than matters specifically related to enforcement of property tax obligations--do not involve the County, and Lender agrees to hold the County and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

ARTICLE VII DEFAULT

Section 7.01 Property Owner Event of Default. If the Property Owner shall default in the performance of any covenant or agreement on its part contained in this Agreement and such default shall continue for a period of ten (10) days after written notice thereof has been given to the Property Owner by the County, an “Event of Default” shall be deemed to have occurred under this Agreement.

Section 7.02 Remedies for Property Owner Event of Default. Upon the occurrence of an Event of Default as provided in Section 7.01 hereof, the County, after giving written notice as required, without further notice of any kind, and in addition to all other rights and remedies provided at law or in equity, shall be entitled to seek and obtain a decree of specific performance of this Agreement from a court of competent jurisdiction; or the right to recover from the Property Owner any damages incurred by the County and any costs incurred by the County in enforcing or attempting to enforce this Agreement or the Special Assessment, including attorneys’ fees and expenses; or to foreclose on the Special Assessment Parcel and to sell all or any part of the Special Assessment Parcel to the extent necessary to recover any damages and costs; or any combination of the foregoing. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the County shall not be obligated to institute any of the actions or proceedings or to exercise any of the remedies authorized by this Section 7.02 upon the occurrence of an Event of Default hereunder, and that its obligations with respect to the billing, collection and enforcement of the Special Assessment or any installment thereon shall be limited to those obligations set forth in Article IV of this Agreement. The Lender acknowledges that neither the Special Assessment nor any installment thereon can be accelerated.

Section 7.03 The County Default. If the County shall default in the performance of any covenant or agreement on its part contained in this Agreement and shall fail to proceed in good faith to cure such default within sixty (60) days after written notice thereof has been received by the County from the Property Owner or the Lender, a “County Default” shall be deemed to have occurred under this Agreement.

Section 7.04 Remedy for County Default. Upon the occurrence of a County Default as provided in Section 7.03 hereof, and if the Property Owner or the Lender, as the case may be, shall have otherwise fully performed all of its obligations hereunder, the Property Owner or the Lender, after giving written notice as required, without further notice or demand, shall be entitled to seek and obtain a decree of specific performance from a court of competent jurisdiction; but neither the Property Owner nor the Lender shall have the right to seek to recover money damages against the County, including any costs or fees (including attorneys’ fees) incurred by the Property Owner or the Lender in enforcing or attempting to enforce this Agreement. Neither the

occurrence of a County Default nor the institution of any proceeding or the exercise of any remedy upon the occurrence of a County Default shall negate or diminish the obligations of the Property Owner hereunder to pay the installments of the Special Assessment and interest accrued on the Special Assessment Roll and all other costs hereunder when the same shall become due and payable.

Section 7.05 Waiver. Failure of any party hereunder to act upon discovery of a default or to act upon the existence of an Event of Default shall not constitute a waiver of the right to pursue the remedies provided herein.

ARTICLE VIII MISCELLANEOUS

Section 8.01 Term. Except as otherwise provided in this Agreement, the terms of this Agreement shall commence on the date first written above and shall terminate at such time as the Special Assessment liability shall have been fully satisfied as provided in Section 4.03(e) hereof.

Section 8.02 Assignment.

(a) Except as otherwise provided herein and as provided in Section 8.02(b) hereof, no party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the other parties hereto excepting as otherwise expressly provided herein.

(b) The Lender and its successors and assigns may assign its rights and obligations under this Agreement and its rights in the Special Assessment, in whole but not in part; *provided, however,* that any such assignment shall be made only in accordance with applicable law; *and provided further, however,* that no such assignment shall be effective unless the County shall have first received (i) notice of the assignment disclosing the name and the address of the assignee, which shall be an address in the United States and (ii) a Certificate of Assignment executed by the assignee in the form attached to this Agreement as **Appendix G**. From and after the date of satisfaction of the conditions for the assignment of this Agreement as provided in this Section 8.02(b), the assignee of the Lender shall be a party hereto and shall have the rights and obligations of the Lender specified hereunder, and such assignee shall be deemed to be the “Lender” for all purposes of this Agreement.

Section 8.03 Notices. All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows, or to such other address as such party may specify by written notice to the other parties hereto:

If to the County: Leelanau County
8527 E. Government Center Drive
Suttons Bay, MI 49682
Attn: [Authorized Official]

With a copy to: Leelanau County PACE Administrator
Lean & Green Michigan
500 Temple Street, Suite 6270
Detroit, MI 48201

If to the Property Owner: PROPERTY OWNER
ADDRESS

With a copy to: PACE LENDER
ADDRESS

With a copy to: Leelanau County PACE Administrator
Lean & Green Michigan
500 Temple Street, Suite 6270
Detroit, MI 48201

If to the Lender: PACE LENDER
ADDRESS

With a copy to: Leelanau County PACE Administrator
Lean & Green Michigan
500 Temple Street, Suite 6270
Detroit, MI 48201

Section 8.04 Amendment and Waiver No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by each party hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 8.05 Entire Agreement. This Agreement constitutes the entire agreement between the County, on the one hand, and the Lender and the Property Owner, on the other hand. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, between the County, on the one hand, and the Lender or the Property Owner, on the other hand.

Section 8.06 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 8.07 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Section 8.08 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 8.09 Mutual Cooperation. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement. Each party to this Agreement shall exercise reasonable diligence in reviewing, approving, executing and delivering all documents necessary to accomplish the purposes and intent of this Agreement. Each party to this Agreement also shall use its best efforts to assist the other parties to this Agreement in the discharge of its obligations hereunder and to assure that all conditions precedent to the financing arrangements are satisfied.

Section 8.10 Binding Effect; No Third-Party Beneficiary. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns. In no event shall the provisions of this Agreement be deemed to inure to the benefit of or be enforceable by any third party, except for permitted assigns.

Section 8.11 Force Majeure. No party hereto shall be liable for the failure to perform its obligations hereunder if said failure to perform is due to Force Majeure. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; *provided, however*, that the party seeking to take advantage of this Section shall notify the other party in writing, setting forth the event giving rise to said failure to perform, within ten (10) business days after the occurrence of said event.

Section 8.12 Severability. If any provision of this agreement or the application to any person or circumstance is, determined to be invalid or unenforceable by means of law, the remainder of the agreement will remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the COUNTY, PROPERTY OWNER, and PACE LENDER have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

Witnessed:

PROPERTY OWNER

Signature of:

By: _____

Its:

Witnessed:

COUNTY

Signature of:

By: _____

Its: AUTHORIZED OFFICIAL

Signature of:

By: _____

Its: AUTHORIZED OFFICIAL

Witnessed:

PACE LENDER

Signature of:

By: Its:

State of Michigan)
) ss
County)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____ the Authorized Signatory of _____ on behalf of _____.

Notary Public
_____, Michigan
My Commission expires _____

State of Michigan)
) ss
County)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by [COUNTY AUTHORIZED OFFICIAL] on behalf of County.

Notary Public
_____, Michigan
My Commission expires _____

State of _____)
County of _____)

The foregoing instrument was acknowledged before me this number day of month, 202_, by PACE LENDER OFFICIAL the Authorized Signatory of PACE LENDER, on behalf of PACE LENDER.

Notary Public
_____, Michigan
My Commission expires _____

APPENDIX A
PROGRAM ELIGIBILITY CHECKLIST

Property is privately owned commercial, industrial, agricultural or multifamily residential, with 4 or more dwelling units, real property within the County's jurisdictional boundaries, which may be owned by any individual or private entity, whether for-profit or non-profit. MCL 460.933(g).

There are no delinquent ad valorem taxes, special assessments, or water or sewer charges on the property. The Authorized Official at his discretion may disqualify properties that although not currently delinquent, have been delinquent within six months of the application's submission. MCL 460.941(2)(a).

There are no delinquent assessments on the property under a PACE program. MCL 460.941(2)(b).

The term of assessment shall not exceed the lesser of the useful life of the Project paid for by the assessment or 25 years. Projects that consist of multiple energy projects or environmental hazard projects with varying lengths of useful life may blend the lengths to determine an overall assessment term that does not exceed the useful life of the improvements in aggregate. MCL 460.939(i).

An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. MCL 460.939(j).

Written consent from the mortgage holder must be obtained if the property is subject to a mortgage. MCL 460.939(k).

A baseline energy audit or energy modeling must be conducted for the Project on property that is approved by LAGM. Such approval may be granted retroactively if the audit meets the standards of LAGM. MCL 460.939(o).

For projects financed for more than \$250,000, a performance guarantee must be provided by the contractor(s) to guarantee a savings to investment ratio greater than one (1). The performance guarantee must meet the standards set by LAGM, and include financial and logistical arrangements for ongoing measurement and verification of energy savings. This requirement may be waived by the property owner and is not applicable to new construction energy project. MCL 460.939(p).

APPENDIX B

SPECIAL ASSESSMENT PARCEL DESCRIPTION

Parcel Number:

Address:

LEGAL DESCR:

APPENDIX C

SPECIAL ASSESSMENT ROLL

PACE Project Special Assessment

Parcel Number:

Address:

City:

Owner:

Assessment:

Percent:

I certify that the above is the special assessment roll created for the PACE project referenced in this document in the applicable county, city, village, or applicable entity in the State of Michigan, subject to payment of the special assessment as outlined in Appendix C of this document.

Dated

APPENDIX D

**PAYMENT SCHEDULE
(TBD)**

APPENDIX E

DESCRIPTION OF IMPROVEMENTS

APPENDIX F**PACE Program Application****Property and Property Owner Information**

- 1.
- Property/Parcel Legal Name(s)**
- (as they appear on property tax records)

Parcel #: _____
 Address: _____
 Owner: _____

- 2.
- Property Type**
- (double-click to check all that apply)

Agricultural
 Commercial (including multifamily with 4 or more units)
 • Type of commercial property - _____
 Industrial
 Nonprofit

- 3.
- Property Record Owner(s) Contact Information**

Property Owner/Company Name: _____
 Signatory Name: _____
 Address: _____
 E-mail Address: _____
 Telephone Number: _____

- 4.
- Property Owner(s) Type**

Individual LLP LLC
 Corporation 501(c)3 Other _____

- 5.
- Property Valuation**

State Equalized Value (SEV): \$ _____
 Date of SEV: _____
 Valuation (per Appraisal): \$ _____
 Date of Appraisal: _____

- 6.
- Existing Liens Against Property**
- (tax, special assessment, water or sewer charges, etc.)

Amount	Type	End Date
\$ _____	_____	_____
\$ _____	_____	_____

Total Dollar Amount of Liens Against Property: \$ _____

- 7.
- Balance of Any Mortgage(s):**

	Amount of Mortgage	Name of Mortgage Holder
Mortgage	\$ _____	_____
Additional Debt on Property	\$ _____	_____

- a. **Consent:** If subject to a mortgage - Consent by mortgage holder(s) must be obtained.

Project Information

1. **PACE Project Developer** (Lean & Green Michigan can make referrals if necessary.)

Name: _____
 Address: _____
 E-mail Address: _____
 Telephone Number: _____
 Other Contractors: _____

2. **Overall Project Cost:** _____

3. **Savings to Investment Ratio*** (as provided in Savings Guarantee)

3a. Year 1: _____

3b. Overall: _____

3c. Waived _____

4. **Useful Life of Project Measures:** _____ years

5. **User ID for Energy Star Portfolio Manager** (for property): _____

PACE Loan Details

1. **PACE Lender/Capital Provider** (Lean & Green Michigan can make referrals if necessary.)

Name: _____
 Address: _____
 E-mail Address: _____
 Telephone Number: _____

2. **Requested Assessment Amount**

Project Cost:	\$	_____	
Energy Audit or Model	\$	_____	
Engineering/Architect Plans	\$	_____	
Building Permit Fees	\$	_____	
Other (Please explain)	\$	_____	
Total Assessment Amount:	\$	_____	(Total of all lines above)

3. **Requested Assessment Repayment Period:** _____ years

4. **Interest Rate Offered by Lender:** _____ %

APPENDIX G

FORM OF CERTIFICATE OF ASSIGNMENT

This Certificate of Assignment of the Special Assessment Agreement (“**Assignment**”), dated effective as of date, (the “**Effective Date**”), is made by [LENDER] (“**Assignor**”) to _____ (“**Assignee**”). Assignor and Assignee are referred to at times, each individually as a “**Party**,” and collectively as the “**Parties**.”

Agreement

1. For good and valuable consideration and the payment of [PAYMENT AMOUNT], the receipt and sufficiency of which is hereby acknowledged, confessed, stipulated and agreed upon by Assignor, Assignor ASSIGNS, BARGAINS, GIVES, SETS OVER, CONVEYS, TRANSFERS and DELIVERS to Assignee all of Assignor’s rights, title, interest, obligations, and duties under the Special Assessment Agreement entered into by Assignor, Property Owner, and _____ (the “**Transferred Interest**”), together with all of Assignor’s rights to receive payments from Property Owner attributable to the Transferred Interest arising on and after the date of this Assignment.

2. Assignor warrants that: (i) it is authorized to execute this document; (ii) it is conveying good, indefeasible title to the Transferred Interest; and (iii) the Transferred Interest is free and clear of all liens and encumbrances, and no party has any rights in or to acquire, or hold as security, or otherwise, the Transferred Interest.

3. Assignor hereby agrees to make, execute and deliver to Assignee any and all further instruments of conveyance, assignment or transfer, and any and all other instruments, as may be necessary or proper to carry out the purpose and intent of this Assignment and/or to fully vest Assignee in all rights, titles, interests obligations, and duties of Assignor in and to the Transferred Interest, which instruments shall be delivered to Assignee as soon as possible without any condition or delay on the part of Assignor.

4. Assignee hereby accepts all of Assignor’s rights, title, interest, obligations, and duties under the Special Assessment Agreement and agrees to be bound by its terms. From and after the date of this Assignment and satisfaction of the conditions contained in Section 8.02(b) of the Special Assessment Agreement, Assignee shall be a party to the Special Assessment Agreement and shall have the rights and obligations of the Assignor specified thereunder, and Assignee shall be deemed to be the “Lender” for all purposes of the Special Assessment Agreement.

5. All notices, certificates or communications provided pursuant to the Special Assessment Agreement to Assignee shall be delivered as provided in the Special Assessment Agreement to:

(Name)

(Address)

(Attention)

IN WITNESS WHEREOF, Assignor and Assignee hereby agree to be bound by the terms of this Assignment and each has executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

[LENDER]
By: _____
Its: _____

ASSIGNEE:

Name: _____
By: _____
Its: _____

APPENDIX H

FORM OF LENDER CONSENT

Lender Consent and Acknowledgement of Owner Participation in Leelanau County, Michigan, PACE Program

This acknowledgement is granted date, 20__, by Name of Mortgage Holder (the “Lender”), and for the benefit of PROPERTY OWNER (the “Property Owner”), and Leelanau County in the State of Michigan.

Recitals

A. Pursuant to Public Act No. 270 of 2010, the County established the County Property Assessed Clean Energy (“PACE”) Program on November 17, 2015, by resolution, to promote installation of energy projects and/or environmental hazard projects.

B. The Property Owner has applied to the Program to finance the amount of \$ AMOUNT OF FINANCING, to be paid back as an assessment on Property Owner’s real property, described in **Appendix D** attached hereto (the “Property”), over a period of twenty years.

C. Owner has previously executed a mortgage, deed of trust, dated _____, 20__, to the Lender, covering the Property, to secure a promissory note in the sum of \$ AMOUNT OF LOAN, and recorded on _____, 20__ at __, Page ____, Leelanau County Register of Deeds.

D. Repayment by the Property Owner under the PACE Special Assessment Agreement will be a statutory assessment levied against the Property notice of which shall be recorded against the Property in the Office of the County Clerk/Register of Deeds for XXXXXX County, and which assessment, together with interest and any penalties, shall constitute a lien (the “Lien”) on the Property, and shall be collected subject to the terms agreed to between the parties and as contained in the PACE Special Assessment Agreement.

Consent and Acknowledgement

Lender acknowledges that it has been informed of the Property Owner’s participation in the County PACE Program and agrees that Property Owner’s execution of the PACE Special Assessment Agreement will not constitute a default under Lender’s Deed of Trust.

Execution of this Consent and Acknowledgement by Lender’s representative shall constitute full and complete consent to the Property Owner’s participation in the County PACE Program.

Name of Lender: _____

Date: _____

By: _____

Title: _____

STATE OF MICHIGAN

COUNTY

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, on behalf of _____.

_____, Notary Public
County, State of _____
Acting in _____ County
My Commission Expires:

APPENDIX I

FORM OF WAIVER OF SIR AND SAVINGS GUARANTEE

This waiver of the savings-to-investment ratio requirement and guarantee of savings (“Waiver”) is acknowledged on this ___ day of ___, 20__ by [Property OWNER]

Recitals

- A. Pursuant to Public Act No. 270 of 2010, as amended, Leelanau County established the Leelanau County PACE Program to promote installation of renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects.
- B. The Property Owner has elected to participate in this program and plans to enter into a Special Assessment Agreement with Leelanau County and [LENDER] for the purpose of financing the installation of [IMPROVEMENTS] on its property.
- C. Pursuant to MCL 460.939(1)(p)(ii), unless waived by the Property Owner, the contractor must guarantee to the Property Owner that the project will achieve a savings-to-investment ratio greater than one, and agree to pay the property owner for any shortfall in savings, on an annual basis.
- D. The Property Owner has elected to waive this requirement.

IN WITNESS WHEREOF, the Property Owner hereby waives the requirement that the project achieve a savings-to-investment ratio greater than one, and that the contractor guarantee the savings, and make up for any shortfall on an annual basis. Property Owner expressly waives any and all claims challenging the legality or validity of this waiver or the legality, validity, or collectability of the PACE special assessment.

[PROPERTY OWNER]

By:
Its:

State of Michigan)
) ss
_____ County)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ the _____ of _____ on behalf of _____.

Notary Public
_____ County, Michigan
My commission expires _____

**COUNTY OF LEELANAU
STATE OF MICHIGAN**

**RESOLUTION OF INTENT TO RE-ESTABLISH A PROPERTY ASSESSED CLEAN
ENERGY PROGRAM AND CALLING PUBLIC HEARING**

Minutes of a regular meeting of the Board of Commissioners of the County of Leelanau, Michigan (the “County”), held on the INSERT DATE, at INSERT TIME, prevailing Eastern Time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

WHEREAS, the Leelanau County Board of Commissioners intends to re-authorize the establishment of a property assessed clean energy program (“PACE Program”) and create a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010, as amended (“PACE Statute”), for the purpose of promoting the use of renewable energy systems, energy efficiency improvements, and environmental hazards projects by owners of certain real property; and

WHEREAS, the Board of Commissioners intends to find that financing PACE projects is a valid public purpose because it reduces energy costs, reduces greenhouse gas emissions, stimulates economic development, improves property values and increases employment in the County; and

WHEREAS, the types of energy efficiency improvements and renewable energy systems that may be financed under the PACE Program include, but are not limited to: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the PACE Program; a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one or more renewable energy resources to generate electricity. Renewable energy resources include, but are not limited to: biomass (including a biomass stove but not an incinerator); solar and solar thermal energy; wind energy; geothermal energy and methane gas captured from a landfill; and

WHEREAS, Public Act 270 of 2010 has been recently amended with the passage of Senate Bills 302 & 303 of 2023; and

WHEREAS, the projects that may now be financed under the PACE Program have been amended to provide the option for property owners of retrofits or rehab projects to waive the energy savings guarantee; for new construction, the energy savings guarantee is no longer required; require that new construction be built above Michigan's energy code; allow for the financing of environmental hazard projects including mitigation of lead, heavy metal, or PFAS contamination in potable water systems, mitigation of lead paint contamination; mitigation of the effects of floods or drought; and increase the resistance of property against severe weather.

WHEREAS, the Board of Commissioners intends to re-establish a PACE district having the same boundaries as the County's jurisdictional boundaries; and

WHEREAS, the Board of Commissioners intends to join Lean & Green Michigan™, and intends to utilize Lean & Green Michigan, LLC as PACE administrator (the "PACE Administrator") to administer its PACE Program; and

WHEREAS, the report referenced in Section 9(1) of Act 270 (the "PACE Report") shall be available on the County's website at <http://www.leelanau.gov>, and shall be available for viewing at the office of the County Clerk located at: 8527 E. Government Center Dr., Suttons Bay MI 49682.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Commissioners, being fully apprised of the PACE Program, finds that financing PACE projects is a valid public purpose because it reduces energy costs, reduces greenhouse gas emissions, stimulates economic development, remediates or protects against environmental hazards, improves property values and increases employment in the County.

2. The Board of Commissioners, by adoption of this Resolution, formally states its intention to re-establish a PACE district having the same boundaries as the County's jurisdictional boundaries and a PACE Program as described in and for the reasons set forth in this Resolution.

3. The Board of Commissioners formally states its intention to provide a property owner-based method of financing and funds for projects, including from owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no County moneys, general County taxes or County credit of any kind whatsoever shall be pledged, committed or used in connection with any project as required by and subject to the PACE Statute.

4. The Board of Commissioners, by adoption of this Resolution, formally states its intention to join Lean & Green Michigan™, and to utilize Lean & Green Michigan, LLC as PACE Administrator.

5. The Board of Commissioners hereby sets a public hearing for INSERT DATE OF PUBLIC HEARING, at INSERT TIME OF PUBLIC HEARING, in the Board of Commissioners office, 8527 E. Government

Center Dr., Suttons Bay MI 49682, to receive comments on the proposed PACE Program, including the PACE Report.

6. The County Clerk is authorized and directed to publish a notice of intent to establish a PACE district and a PACE Program, and a notice of the public hearing set by this Resolution in a newspaper of general circulation in the County as a display advertisement prominent in size. The County Clerk shall maintain on file for public review a copy of the PACE Report and shall cause the PACE Report to be available on the County’s website in accordance with the requirements of the PACE Statute.

7. All resolutions and parts of resolutions inconsistent with this Resolution are repealed to the extent of such inconsistency.

YEAS: Commissioners _____

NAYS: Commissioners _____

RESOLUTION DECLARED ADOPTED.

Michelle L. Crocker
County Clerk

I HEREBY CERTIFY that the attached is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of Leelanau, Michigan, at a regular meeting held on INSERT DATE, at INSERT TIME, prevailing Eastern Time, and that public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by Act 267.

Michelle L. Crocker
County Clerk

**COUNTY OF LEELANAU
STATE OF MICHIGAN**

**RESOLUTION APPROVING THE ESTABLISHMENT
OF A PROPERTY ASSESSED CLEAN ENERGY PROGRAM**

Minutes of a regular meeting of the Board of Commissioners of Leelanau County, Michigan (the "County"), held on the INSERT DATE, at INSERT TIME, prevailing Eastern Time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

WHEREAS:

1. At its meeting of _____ this Commission adopted a resolution of intent to establish and to hold a public hearing concerning the establishment of a property assessed clean energy program ("PACE Program") and create a PACE district(s) pursuant to 2010 PA 270 as amended ("PACE Statute") to promote "projects" as defined by the PACE Statute to include "renewable energy systems, energy efficiency improvements, water usage improvements and environmental hazard projects by owners of certain real property."
2. The Commission held a public hearing on the proposed PACE Program on _____ during which the Commission heard comments on the proposed PACE program from anyone wishing to address the Commission concerning it.
3. Financing projects as defined by the PACE Statute is a valid public purpose.
4. The proposed PACE program as described in the Leelanau county PACE Program Report, an updated version of which is attached as Exhibit A, would provide financing for projects with property owner-arranged loans from a commercial lender the repayment of which, if approved by the property owner with the consent of any mortgage holder, would be made and secured by assessments against the property benefited by the PACE projects, so that no County moneys, general County taxes or County credit of any kind whatsoever shall be pledged, committed or used in connection with any PACE project.
5. The types of projects that may be so financed, the administration of the PACE Program, the manner of establishing PACE Districts within the County in which the PACE Program may be used, and other details of the proposed PACE Program, as required by the PACE Statute, are set forth in detail in the PACE Program Report.

NOW, THEREFORE, BE IT RESOLVED:

1. The County of Leelanau establishes the Leelanau County PACE Program and creates a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010, as amended, the

terms and conditions of which are set forth in the PACE Program Report attached as Exhibit A and incorporated by reference, which PACE Program Report is approved.

2. All aspects of the Leelanau County PACE Program may be amended by approving resolutions of the Commission without a new public hearing.
3. The County may join with any other local unit of government, or with any person, or with any number or combination thereof, by contract or otherwise as may be permitted by law, for the implementation of the Leelanau County PACE Program, in whole or in part, and the [authorized official title] or his/her designee is authorized to execute and deliver such documents, agreements or certificates as may be necessary or advisable to permit the cooperative implementation of the PACE Program as provided by the PACE Statute or other applicable law.
4. The Commission, by adoption of this Resolution, formally states its intention to join Lean & Green Michigan™, and to utilize Lean & Green Michigan, LLC as a PACE Administrator.
5. All resolutions and parts of resolutions are, to the extent of any conflicts with this resolution, are rescinded.

YEAS: Commissioners _____

NAYS: Commissioners _____

RESOLUTION DECLARED ADOPTED.

Michelle L. Crocker, County Clerk

I HEREBY CERTIFY that the attached is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of Leelanau, Michigan, at a regular meeting held on INSERT DATE, at INSERT TIME, prevailing Eastern Time, and that public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by Act 267.

Michelle L. Crocker, County Clerk

NOTICE OF PUBLIC HEARING

LEELANAU
COUNTY, STATE OF MICHIGAN

ON AMENDING THE PACE
PROGRAM TO REFLECT AMENDMENTS SB 302 & 303

TO ALL INTERESTED PERSONS IN LEELANAU COUNTY:

PLEASE TAKE NOTICE that the Board of Commissioners of Leelanau County, State of Michigan, (the “County”) will hold a public hearing on INSERT DATE, at INSERT TIME, at 8527 E. Government Center Dr., Suttons Bay, MI 49682, to receive comments on the proposed amendments to the Property Assessed Clean Energy (“PACE”) program and PACE report.

TAKE FURTHER NOTICE that the Board of Commissioners intends to update the PACE report, pursuant to SB 302 & 303 amendments to Act No. 270, Public Acts of Michigan, 2010 (“Act 270”), for the purposes of encouraging economic development, improving property valuation, increasing employment, reducing energy costs, promoting the use of renewable energy systems and energy efficiency improvements. The amendments address the following:

SB 302 gives property owners more leeway to decide the amount of protection they need. For retrofits or rehab projects, the bill provides the option to waive the energy savings guarantee and for new construction, the energy savings guarantee is no longer required. It also establishes a commonsense approach for new construction projects, requiring the building to be built above Michigan’s energy code.

SB 303 expands commercial PACE to allow for the financing of Environmental Hazard Projects including mitigation of lead, heavy metal, or PFAS contamination in potable water systems, mitigation of the effects of floods or drought, mitigation of lead paint contamination and increase the resistance of property against severe weather.

TAKE FURTHER NOTICE that the updated PACE report, required by Section 9(1) of Act 270, is available on the County’s website at <https://www.leelanau.gov> -and is available for viewing at the office of the Clerk of Commission located at 8527 E. Government Center Dr., Suttons Bay, MI 49682.

THIS NOTICE is given by order of the Leelanau County Board of Commissioners.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Senior Services</u> Contact Person: <u>Lena Vander Meulen</u> Telephone Number: <u>231-256-8121</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>06/11/2024</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>06/11/2024</u>
Submittal Dates							
<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: _____	<u>06/11/2024</u>						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: <u>281 Senior Services Fund</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ </td> </tr> </table>	Financial/Source Selection Method	<input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: <u>281 Senior Services Fund</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>RLK Investments, INC-DBA Comfort Ke</u> Address/ <u>1755 Barlow St.</u> Phone: <u>Traverse City, MI 49686</u> <u>(231) 929-9044</u> <hr/> Description: <u>Professional Services</u>				
Financial/Source Selection Method							
<input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: <u>281 Senior Services Fund</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							

Budgeted Amount: _____	\$ 672,500.00	Contracted Amount: _____
------------------------	---------------	--------------------------

Document Description

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

Comfort Keepers has provided in-home services to Leelanau County seniors since October 24, 2012. Their dedicated caregivers, some from Leelanau County, understand our residents' unique needs and preferences. Comfort Keepers' mission is to provide exceptional care and support to seniors in Leelanau County, fostering independence, dignity, and well-being.

LCSS and Comfort Keepers negotiated a two-and-a-half-year agreement with a continuation of the current compensation rates for services, with the addition of 2 items.

1. Compensation rates be reviewed annually and may, if the County and Contractor mutually agree, be increased by up to but not to exceed three percent (3%) over what was paid in the previous year; this will take place the second year of this Agreement.
2. A Nurse assistant was added to the foot care services.

The compensation rates are below.

Personal Care: \$45.00/hour plus an additional \$3.00 fuel surcharge per visit

Respite Care: \$45.00/hour plus an additional \$3.00 fuel surcharge per visit


Homemaking: \$45.00/hour plus an additional \$3.00 fuel surcharge per visit

Medication Management: \$150.00/hour plus an additional \$3.00 fuel surcharge per visit

Foot Care Services: \$150.00/hour plus an additional \$3.00 fuel surcharge per visit for a RN and \$45.00/hour for a nurse assistant plus an additional \$3.00 fuel surcharge per visit

Transportation to Medical Appointments: \$45.00/hour plus \$0.75 per mile

Mobile Medical Device: \$60.00/month



Suggested Recommendation:

I move to recommend that the County Board of Commissioners to approve Leelanau County Senior Services to enter into an agreement with RLK Investments- DBA Comfort Keepers to provide personal care, respite care, homemaking, medication management, foot care, transportation to medical appointments, and mobile medical device at the rates listed above beginning June 1, 2024 through December 31, 2026.

Department Approval: <u>Lena Vander Meulen</u>	Digitally signed by Lena Vander Meulen Date: 2024.06.04 16:10:37 -04'00'	Date: <u>06/04/2024</u>
--	---	-------------------------

AGREEMENT
FOR
RESPIRE, PERSONAL CARE, MEDICATION MANAGEMENT, HOMEMAKER,
FOOT CARE, MEDICAL APPOINTMENT TRANSPORTATION AND
MOBILE MEDICAL ALERT SYSTEM SERVICES

THIS AGREEMENT, effective June 1, ~~2023~~2024, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the “LCSS”) and **RLK INVESTMENTS, INC.** doing business as **COMFORT KEEPERS** (hereinafter referred to as the “Contractor”).

WITNESSETH:

WHEREAS, the County desires to obtain the performance of the respite and personal care services set forth in the attached Attachment “A”, Scope of Work for residents of the County who are 60 years of age or older; and

WHEREAS, the services being sought by the County are a proper concern of the County and are services that the County may obtain for its residents who are 60 years of age and older pursuant to law; and

WHEREAS, the Contractor agrees to perform the respite and personal care services described in Attachment A for residents of Leelanau County who are 60 years of age or older subject to the terms and conditions of this Agreement.

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

1. **Services to be Provided by Contractor.** The Contractor shall provide the respite, personal care, medication management, homemaker, foot care services, and transportation to and from medical appointments set forth in the attached Scope of Work, labeled Attachment “A”, which is incorporated by reference into this Agreement and made a part hereof. In addition to the services set forth in Attachment A the Contractor shall be responsible for the following:

- A. Administering and operating its programs providing respite, personal care, medication management, homemaker, foot care services, and transportation services to and from medical appointments.
- B. Provide the necessary administrative, professional and technical staff for the operation of the services to be provided under this Agreement and shall be responsible for such staff members.
- C. Submit reports to the County and LCSS as required by this Agreement.

LCSS shall be recognized as the funding source for the respite, personal care, medication management, homemaker, foot care services, transportation, mobile medical alert system services provided under this Agreement. Any news releases, public announcements, or other products pertaining to the respite, personal care, medication management, homemaker, foot care, transportation, and mobile medical alert system services being provided pursuant to this Agreement must acknowledge LCSS as the funding source.

It is expressly understood and agreed that Contractor may refuse to provide homemaker services under this Agreement to any person who twice during a six (6) month period fails, without giving Contractor at least twenty-four (24) hours prior notice, to be home to receive said services at the scheduled date and time.

2. Agreement Period and Termination. The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1st day of June, ~~2023~~2024 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31st day of ~~May, 2024~~December, 2026.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of thirty (30) days prior written notice to the Contractor.

3. Compensation. The Contractor shall be paid for the services performed under this Agreement as follows:

A. Unit of Service:

1. Personal Care: For the purposes of this Agreement one (1) unit of service shall equal one (1) hour of performing personal care services under this Agreement.
2. Respite Care: For the purposes of this Agreement one (1) unit of services shall equal one (1) hour of performing respite care services under this Agreement.
3. Medication Management: For the purposes of this Agreement one (1) unit of service shall equal one (1) hour of performing medication management services under this Agreement.
4. Homemaker Services: For the purposes of this Agreement one (1) unit of service shall equal one (1) hour.
5. Foot Care Services: For the purposes of this Agreement one (1) unit of service shall equal one (1) hour in which foot care services are provided under this Agreement.
6. Transportation Services: For the purposes of this Agreement one (1) unit of service shall equal one (1) hour of performing transportation services under this Agreement.

7. Mobile Medical Alert System: For the purposes of this Agreement one (1) unit of service shall equal one (1) emergency response pendant and the associated equipment, monitoring and response services provided under this Agreement.
- B. Compensation Rate for Personal Care Services. For each unit (i.e., one (1) unit) of personal care services performed by Contractor pursuant to this Agreement the County shall pay Contractor FORTY-FIVE AND NO/100 DOLLARS (\$45.00) per hour. There shall be a fuel surcharge of THREE AND NO/100 DOLLARS (\$3.00) per visit billed to or paid by the County for personal care services.
- C. Compensation Rate for Respite Care Services. For each unit (i.e., one (1) unit) of respite care services performed by Contractor pursuant to this Agreement the County shall pay Contractor FORTY-FIVE AND NO/100 DOLLARS (\$45.00) per hour. There shall be a fuel surcharge of THREE AND NO/100 DOLLARS (\$3.00) per visit billed to or paid by the County for respite care services.
- D. Compensation Rate for Medication Management Services. For each unit (i.e. one (1) unit) of medication management services performed by Contractor pursuant to this Agreement the County shall pay the Contractor ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per hour. There shall be a fuel surcharge of THREE AND NO/100 DOLLARS (\$3.00) per visit billed to or paid by the County for medication management services.
- E. Compensation Rate for Homemaker Services. For each unit (i.e. one (1) unit) of homemaker services performed by Contractor pursuant to this Agreement the County shall pay the Contractor FORTY-FIVE AND NO/100 DOLLARS (\$45.00) per hour. There shall be a fuel surcharge of THREE AND NO/100 DOLLARS (\$3.00) per visit billed to or paid by the County for homemaker services.
- F. Compensation Rate for Foot Care Services. For each unit (i.e. one (1) unit) of foot care services performed by the Contractor pursuant to this Agreement the County shall pay the Contractor the sum of ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per hour. for registered nurse and FORTY-FIVE AND NO/100 DOLLARS (\$45.00) per hour for nurse assistant. There shall be a fuel surcharge of THREE AND NO/100 DOLLARS (\$3.00) per visit billed to or paid by the County for foot care services.
- G. Compensation Rate for Transportation to Medical Appointments. For each unit (i.e. one (1) unit) of transportation services performed by the Contractor pursuant to this Agreement, the County shall pay the Contractor FORTY-FIVE AND NO/100 DOLLARS (\$45.00) per hour, plus SEVENTY-FIVE CENTS (\$0.75) per mile.
- H. Compensation Rate for Mobile Medical Alert System. For each unit (i.e. one (1) unit) of mobile medical alert system service provided pursuant to this Agreement, the County shall pay the Contractor SIXTY AND NO/100 DOLLARS (\$60.00) per

month and an initial one-time setup fee of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00). There shall never be a charge associated with pressing the pendant.

- I. Limits on Total Compensation. It is understood and agreed that the Contractor is only one of several providers of respite, personal care, medication management, homemaker, foot care, transportation, mobile medical alert system services that the County will contract with to provide such services to Leelanau County seniors designated by the LCSS. It is further understood and agreed that the total compensation the County shall pay to all providers of respite, personal care, medication management, homemaker, foot care, transportation, and mobile medical alert system services combined shall not exceed the sum allocated to such services in the County's budget for the calendar year during which the services were or will be provided.
- J. Availability of Funds. It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds in the County's budget line-item(s) for respite, personal care, medication management, homemaker, foot care, transportation, and mobile medical alert system services for seniors for the calendar year in which the services are or will be provided. If at any time funds adequate for payment of Contractor's services from the funds the County has budgeted for such services are or soon will be exhausted the County shall notify the Contractor who upon receipt of such notice shall immediately cease to provide services under this Agreement. The County shall not pay for any services provided after the Contractor has been notified to stop services. The Contractor shall not recommence performance of services unless it receives written notice from the County to start up and proceed with the provision of services.

Commencing the second year of this Agreement starting June 1, 2025, the compensation rates to be paid the Contractor shall be annually reviewed and may, if the County and Contractor mutually agree, be increased by up to but not to exceed three percent (3%) over what was paid in the previous year and be rounded to the next half dollar.

To receive payment for services performed the Contractor shall monthly submit an invoice to the LCSS for work performed during the previous month along with vouchers received from seniors receiving such services. Each invoice shall show the Contractor's name, business address, address for payment remittance if different from the business address, identify the types and units of service performed, identify the person performing the service, identify the date and address of each unit of service, separately state total due for the person performing the service, units of services performed, the total sum due for all units for the month and such additional information and/or details as may be required by the County. The County upon receipt of an invoice from the LCSS shall process and pay the invoices received in accordance with the County's procedure for processing and payment of Accounts Payable. If a dispute arises regarding the accuracy of an invoice the Contractor's representatives shall meet with the County's representatives to resolve the dispute, with the understanding that the invoice or at least that part of an invoice that is in dispute shall not be paid until the dispute is resolved.

In the event that the Contractor fails to perform the services required by this Agreement in a timely, diligent and satisfactory manner, as determined by the County in its sole discretion, the County reserves the right to reduce or diminish or terminate the compensation for the unsatisfactory work.

In the event the funds granted in this Agreement or any portion thereof are found to be unauthorized by either laws of the State of Michigan, an opinion issued by the Attorney General, a Michigan court decision, or in any future audit of the County, the Contractor shall reimburse the County for all such funds found to be unauthorized.

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

5. Expenditure and Receipt Reports. The Contractor shall prepare and submit expenditure and receipt reports when and as required by either the County or LCSS. Time sheets, mileage records and all other documentation of expenditures pursuant to this Agreement shall be available for inspection by authorized representatives of the County and/or LCSS including, but not limited to, independent contractors whom the County has contracted with for auditing services.

6. Fees, Charges or Contributions. Under no circumstance shall fees, charges or contributions of any nature be solicited or required by the Contractor for services provided by the Contractor under this Agreement, without prior written approval of the County.

7. Reports. The Contractor shall submit any reports to the County and/or LCSS on the services and/or items to be provided under this Agreement when and as requested by the County and/or LCSS, provided at least ten (10) calendar days' prior written notice is given to the Contractor. In the event the County or LCSS furnishes forms for any of the reports required under this Agreement, such forms shall be used by the Contractor.

8. Access to Books, Documents, Papers and Records. All books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders and contracts of the Contractor pertaining to the services performed and/or items provided under this Agreement shall be open to inspection during regular working hours by the County through the Leelanau County Administrator or his/[her](#) designee. Refusal to allow the County or its representatives access to said records shall constitute a material breach of this Agreement and grounds for termination. In addition, the Leelanau County Administrator or his/[her](#) designee or an independent contractor retained by the County for auditing services shall be entitled to prepare audits of all books and records pertaining to the Contractor's services under this Agreement.

9. Maintenance of Records. The Contractor shall keep and maintain records covering persons served, the services rendered, expenditures made, and sums invoiced and received pursuant to this Agreement for three (3) years after termination of this Agreement. If an audit or litigation concerning this Agreement commences prior to the end of the required record retention period and is still under way at the end of the retention period the Contractor shall

retain the records until the audit and/or litigation has been completed and a final determination has been made thereon (e.g., in case of litigation when a final judgment has been rendered and all appeals thereof exhausted).

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

Breach of this Section 10 shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

11. Compliance with the Law. The Contractor shall provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, codes, rules and regulations.

12. Nature of Relationship and Authority of County to Contract with Others. It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as ~~the~~ employees, servants or agents of either the County or the LCSS. The Contractor or the Contractor's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Contractor shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments.

It is expressly understood and agreed by the Contractor that the Contractor is not the County's sole provider of the services required by this Agreement. The County may at any time contract with parties other than the Contractor for the provision of personal care and respite care to which LCSS may assign seniors.

13. Indemnification and Hold Harmless. The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County, the LCSS and the County's elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any acts, omissions or negligence of the Contractor, its employees, agents or subcontractors that may arise out of this Agreement. The Contractor's responsibilities to the County, the LCSS and the County's officers, employees and agents as set forth in this section shall not be mitigated by the insurance coverage obtained by the Contractor pursuant to the requirements of this Agreement.

14. Liability Insurance. The Contractor at all times during the term of this Agreement shall maintain insurances that meet the requirements of the Leelanau County Board of Commissioners' Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Attachment B. The attached Attachment B is incorporated by reference into this Agreement and made a part thereof.

15. Applicable Law and Venue. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

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

16. Waivers. No failure or delay on the part of either the County or the Contractor in exercising any right, power or privilege under this Agreement 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 preclude the County from exercising any right or remedy available to the County in respect to such breach or default.

17. Modifications, Amendments or Waiver of Provisions of the Agreement. Modifications, amendments or waivers of any provision of this Agreement shall be made only by a written amendment to this Agreement that is mutually agreed upon and signed by the authorized representatives of the parties.

18. Assignment or Subcontracting. The Contractor shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement unless expressly authorized to do so in Attachment A or by an amendment to this Agreement.

19. 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.

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

21. **Surviving Provisions.** All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including, but not limited to, those set forth in Sections 8, 9, 11, 12, 13, 15, 16, 21 and 23 shall survive the end of the term or termination of this Agreement.

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

23. **Non-Beneficiary Contract.** This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

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

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR RESPITE, PERSONAL CARE, MEDICATION MANAGEMENT, HOMEMAKER, FOOT CARE, TRANSPORTATION TO MEDICAL APPOINTMENTS SERVICES, AND MOBILE MEDICAL ALERT SYSTEM ~~TO MEDICAL APPOINTMENTS SERVICES~~ IN THE SPACES PROVIDED BELOW.

COUNTY OF LEELANAU

By: _____
Ty Wessell, Chairman Date
County Board of Commissioners

**CONTRACTOR: RLK INVESTMENTS, INC.
D/B/A COMFORT KEEPERS**

By: _____ By: _____
Ty Wessell, Chairman (Signature) _____
County Board of Commissioners Name: _____ Date
Name: _____
(Print or Type)

Title: _____

Date: _____

Title: _____

(Print or Type)

Date: _____

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:

COHL, STOKER & TOSKEY, P.C.

By: ROBERT D. TOWNSEND

On: ~~April 27, 2023~~ June 4, 2024

**ATTACHMENT A
SCOPE OF WORK
FOR
RESPITE, PERSONAL CARE, MEDICATION MANAGEMENT,
HOMEMAKER, AND FOOT CARE SERVICES, AND TRANSPORTATION TO MEDICAL
APPOINTMENTS**

Description of Required Services.

Comfort Keepers shall provide qualified trained personnel who shall provide eligible Leelanau County seniors with respite care, personal care, medication management, homemaker, and foot care services, and transportation to medical appointments. The services to be provided shall include the following:

A. Respite Care or Relief for Family

Family caregivers of eligible Leelanau County seniors can benefit from a little time off now and then. To meet this need Comfort Keepers shall provide respite caregiving. This service can be scheduled as needed to provide family caregivers time to run errands, go shopping or get some much-needed rest.

B. Personal Care Services

1. Bathing, Grooming and Hygiene

Comfort Keepers shall help eligible Leelanau seniors with bathing, grooming and hygiene. These services enhance the senior's mental as well as physical well-being, helping them feel positive about their appearance. Bathing not only cleanses the skin, but goes deeper to refresh the spirit, provide relaxation and stimulate circulation.

2. Mobility Assistance

Comfort Keepers shall assist eligible Leelanau seniors as needed with mobility to help them maintain as active a lifestyle as possible. Being able to get out and about offers both physical and mental health benefits to seniors. Physical health benefits of activity include increased stamina and energy, a strengthened heart, lower blood pressure and improved digestion and sleep. In addition, activity improves mood, releases stress and increases mental alertness.

3. Transferring and Positioning

Comfort Keepers shall be trained to move and place eligible Leelanau County seniors in correct posture position to promote health and safety and proper functioning of the body's many systems. Proper transferring and positioning from or into beds and chairs eliminate pressure areas on the skin, reduce weakening and stiffening of muscles, and encourage proper breathing, digestion and elimination.

4. Toileting and Incontinence Care

Comfort Keepers shall compassionately and sensitively care for eligible Leelanau County seniors, helping them maintain dignity and self-esteem as they receive help with the activities of daily living. Through this caring approach Comfort Keepers shall help to lessen the seniors' embarrassment associated with the loss of independence related to incontinence and need for toileting assistance.

5. Feeding and Special Diet

For a number of reasons, adults may need help feeding themselves. This loss of independence can be difficult to accept. Comfort Keepers shall understand this and make the extra effort to turn mealtime into an enjoyable social time.

In addition, Comfort Keepers shall help make certain that eligible Leelanau County seniors stay on prescribed diets to prevent or control a wide variety of medical conditions such as heart disease, diabetes and osteoporosis. And in general Comfort Keepers shall enable eligible Leelanau County seniors to eat a well balanced diet that provides the energy needed for active living and nutrients for disease prevention, healing and healthful living.

C. Medication Management Services

Comfort Keepers shall provide qualified trained personnel to provide qualified eligible Leelanau County seniors with medication management services. The medication management services shall include but are not limited to the following:

1. Demand strict adherence to prescribed medication regimen to avoid severe consequences.
2. Maintain a confidential client file, with nurse notes and medication chart.
3. Directly assist eligible clients in managing the use of prescription(s) as prescribed by physician, OTC (over the counter) medication and nutritional supplements.
4. Perform directly the set-up of medications, giving instructions to clients, and maintaining compliance.

D. Homemaker Services

Comfort Keepers shall provide qualified trained personnel to provide eligible Leelanau County seniors with homemaker services. The homemaker services to be provided shall include the following:

The primary function of a HOME MAKER is to independently perform house cleaning tasks at various senior citizen homes in Leelanau County within established policies and procedures. Manual labor for these tasks is required and includes regular contact with the

Leelanau County Senior Services (LCSS) staff and co-workers to obtain and/or provide information. Errors will have an impact and they will need to be corrected. The work schedule should be as consistent as possible but medical appointments may come up for clients and/or employees. Travel is required by the HOMEMAKER in his/her own vehicle to client homes.

PRIMARY HOMEMAKER DUTIES AND RESPONSIBILITIES (may include but are not limited to the following):

- Dusts, vacuums, sweeps and mops floors
- Makes beds and shakes small rugs
- Washes dishes, wipes kitchen counters, cleans sinks, refrigerator, stove and cupboards
- Cleans bathroom (tub, sink, toilet, shower)
- Washes laundry provided washer/dryer are in home
- Washes inside “reachable” windows
- Contractor will inform LCSS of any potentially harmful and/or unusual situations.

HOMEMAKER’s shall not do any heavy lifting nor work on ladders or do any climbing above two steps. HOMEMAKERS shall be instructed to do light house-keeping and indoor service only.

E. Foot Care Services

1. Comfort Keepers, RN to provide foot care to individuals attending the area clinics at various locations throughout Leelanau County.
2. Clients bring their own wash basins or dish pans to soak their feet in. Feet are soaked for roughly 10 minutes. Nurse dries feet, inspects and evaluates to determine if there are any trouble areas of the feet that it would be necessary to be addressed by a podiatrist.
3. Nurse trims toenails with clippers, uses orange stick to remove extra epithelial tissue and files each nail with file/emery board. Pumice stone is also used on the heels and the bottoms of the feet to exfoliate and remove any dead skin cells.
4. Once the feet and toenails have been examined and treated by the Comfort Keepers nurse, lotion is then applied; assistance with replacing shoes and socks is done to complete the process.

F. Transportation to Medical Appointments

Comfort Keepers shall provide qualified trained personnel, who are certified licensed insured drivers, to provide eligible Leelanau County seniors with transportation services to and from doctor, therapy and other medical related appointments. The drivers shall provide seniors transported with any assistance they may require to get in and out of the vehicle. The transportation services to be provided shall include, but are not limited to, the following:

- Transportation to and from doctor, therapy, and other medical appointments

G. Mobile Medical Alert System

1. Equipment provided shall include emergency response pendant that are shower safe and work anywhere in the U.S. where cell service is available. Each pendant shall come with a rechargeable battery that will operate up to thirty (30) days between charges and with the necessary recharging equipment.
2. Services Provided: When a pendant is pressed, an alarm signal shall be sent to Comfort Keepers' monitoring center. When the pendant's unique signal is received at the monitoring center, a center operator shall open up two-way voice communication with the senior possessing the pendant. Once the senior hears the operator's voice, the senior can let the operator know what help is needed. If EMS is dispatched, family and Comfort Keepers shall be notified and Comfort Keepers will follow-up with family and the senior. There will be no charge associated with pressing the pendant. There will be a fall detection option: if a fall is detected, the senior shall be connected to specialists who can dispatch services if needed. Comfort Keepers shall maintain the system, providing on-going maintenance to the system.

Eligibility Requirements for Receiving Services.

1. Seniors referred to Comfort Keepers by LCSS.
2. A resident of Leelanau County who has permanent, temporary or transitional residential status.
3. Sixty (60) years of age or older.
4. Priority shall be given to older persons who are identified as having the highest functional, social and/or economic needs and deemed to be frail and/or at risk.

Reporting.

The Contractor will submit a monthly financial statement. The financial statement shall include the total cost for the month, the client's name, address, dates and units of service. In addition, the statement shall include a year to date balance of units of service and cost.

Unit of Service.

Personal Care: One (1) hour performing personal care activities.

Respite Care: One (1) hour performing respite care activities.

Medication Management: One (1) hour performing medication management services.

Homemaker: One (1) unit of service shall equal one (1) hour of performing homemaking activities per eligible senior's household.

Foot Care Services: One (1) unit of foot care services shall equal one (1) hour of foot care services. Each unit of service per eligible senior shall be performed on an as needed basis.

Transportation: One (1) unit of transportation service shall equal one (1) hour. Each unit of service per eligible senior shall be performed on an as needed basis.

Mobile Medical Alert System: One (1) unit of service shall equal one (1) pendant and associated equipment and services. Each unit of service per eligible senior shall be on an on-going basis until terminated by LCSS.

AGREEMENT
FOR
RESPIRE, PERSONAL CARE, MEDICATION MANAGEMENT, HOMEMAKER,
FOOT CARE, MEDICAL APPOINTMENT TRANSPORTATION AND
MOBILE MEDICAL ALERT SYSTEM SERVICES

THIS AGREEMENT, effective June 1, 2024, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the “LCSS”) and **RLK INVESTMENTS, INC.** doing business as **COMFORT KEEPERS** (hereinafter referred to as the “Contractor”).

WITNESSETH:

WHEREAS, the County desires to obtain the performance of the respite and personal care services set forth in the attached Attachment “A”, Scope of Work for residents of the County who are 60 years of age or older; and

WHEREAS, the services being sought by the County are a proper concern of the County and are services that the County may obtain for its residents who are 60 years of age and older pursuant to law; and

WHEREAS, the Contractor agrees to perform the respite and personal care services described in Attachment A for residents of Leelanau County who are 60 years of age or older 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:

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- A. Administering and operating its programs providing respite, personal care, medication management, homemaker, foot care services, and transportation services to and from medical appointments.
- B. Provide the necessary administrative, professional and technical staff for the operation of the services to be provided under this Agreement and shall be responsible for such staff members.
- C. Submit reports to the County and LCSS as required by this Agreement.

LCSS shall be recognized as the funding source for the respite, personal care, medication management, homemaker, foot care services, transportation, mobile medical alert system services provided under this Agreement. Any news releases, public announcements, or other products pertaining to the respite, personal care, medication management, homemaker, foot care, transportation, and mobile medical alert system services being provided pursuant to this Agreement must acknowledge LCSS as the funding source.

It is expressly understood and agreed that Contractor may refuse to provide homemaker services under this Agreement to any person who twice during a six (6) month period fails, without giving Contractor at least twenty-four (24) hours prior notice, to be home to receive said services at the scheduled date and time.

2. Agreement Period and Termination. The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1st day of June, 2024 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31st day of December, 2026.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of thirty (30) days prior written notice to the Contractor.

3. Compensation. The Contractor shall be paid for the services performed under this Agreement as follows:

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3. Medication Management: For the purposes of this Agreement one (1) unit of service shall equal one (1) hour of performing medication management services under this Agreement.
4. Homemaker Services: For the purposes of this Agreement one (1) unit of service shall equal one (1) hour.
5. Foot Care Services: For the purposes of this Agreement one (1) unit of service shall equal one (1) hour in which foot care services are provided under this Agreement.
6. Transportation Services: For the purposes of this Agreement one (1) unit of service shall equal one (1) hour of performing transportation services under this Agreement.

7. Mobile Medical Alert System: For the purposes of this Agreement one (1) unit of service shall equal one (1) emergency response pendant and the associated equipment, monitoring and response services provided under this Agreement.
- B. Compensation Rate for Personal Care Services. For each unit (i.e., one (1) unit) of personal care services performed by Contractor pursuant to this Agreement the County shall pay Contractor FORTY-FIVE AND NO/100 DOLLARS (\$45.00) per hour. There shall be a fuel surcharge of THREE AND NO/100 DOLLARS (\$3.00) per visit billed to or paid by the County for personal care services.
- C. Compensation Rate for Respite Care Services. For each unit (i.e., one (1) unit) of respite care services performed by Contractor pursuant to this Agreement the County shall pay Contractor FORTY-FIVE AND NO/100 DOLLARS (\$45.00) per hour. There shall be a fuel surcharge of THREE AND NO/100 DOLLARS (\$3.00) per visit billed to or paid by the County for respite care services.
- D. Compensation Rate for Medication Management Services. For each unit (i.e. one (1) unit) of medication management services performed by Contractor pursuant to this Agreement the County shall pay the Contractor ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per hour. There shall be a fuel surcharge of THREE AND NO/100 DOLLARS (\$3.00) per visit billed to or paid by the County for medication management services.
- E. Compensation Rate for Homemaker Services. For each unit (i.e. one (1) unit) of homemaker services performed by Contractor pursuant to this Agreement the County shall pay the Contractor FORTY-FIVE AND NO/100 DOLLARS (\$45.00) per hour. There shall be a fuel surcharge of THREE AND NO/100 DOLLARS (\$3.00) per visit billed to or paid by the County for homemaker services.
- F. Compensation Rate for Foot Care Services. For each unit (i.e. one (1) unit) of foot care services performed by the Contractor pursuant to this Agreement the County shall pay the Contractor the sum of ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per hour for registered nurse and FORTY-FIVE AND NO/100 DOLLARS (\$45.00) per hour for nurse assistant. There shall be a fuel surcharge of THREE AND NO/100 DOLLARS (\$3.00) per visit billed to or paid by the County for foot care services.
- G. Compensation Rate for Transportation to Medical Appointments. For each unit (i.e. one (1) unit) of transportation services performed by the Contractor pursuant to this Agreement, the County shall pay the Contractor FORTY-FIVE AND NO/100 DOLLARS (\$45.00) per hour, plus SEVENTY-FIVE CENTS (\$0.75) per mile.
- H. Compensation Rate for Mobile Medical Alert System. For each unit (i.e. one (1) unit) of mobile medical alert system service provided pursuant to this Agreement, the County shall pay the Contractor SIXTY AND NO/100 DOLLARS (\$60.00) per

month and an initial one-time setup fee of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00). There shall never be a charge associated with pressing the pendant.

- I. Limits on Total Compensation. It is understood and agreed that the Contractor is only one of several providers of respite, personal care, medication management, homemaker, foot care, transportation, mobile medical alert system services that the County will contract with to provide such services to Leelanau County seniors designated by the LCSS. It is further understood and agreed that the total compensation the County shall pay to all providers of respite, personal care, medication management, homemaker, foot care, transportation, and mobile medical alert system services combined shall not exceed the sum allocated to such services in the County's budget for the calendar year during which the services were or will be provided.

- J. Availability of Funds. It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds in the County's budget line-item(s) for respite, personal care, medication management, homemaker, foot care, transportation, and mobile medical alert system services for seniors for the calendar year in which the services are or will be provided. If at any time funds adequate for payment of Contractor's services from the funds the County has budgeted for such services are or soon will be exhausted the County shall notify the Contractor who upon receipt of such notice shall immediately cease to provide services under this Agreement. The County shall not pay for any services provided after the Contractor has been notified to stop services. The Contractor shall not recommence performance of services unless it receives written notice from the County to start up and proceed with the provision of services.

Commencing the second year of this Agreement starting June 1, 2025, the compensation rates to be paid the Contractor shall be annually reviewed and may, if the County and Contractor mutually agree, be increased by up to but not to exceed three percent (3%) over what was paid in the previous year and be rounded to the next half dollar.

To receive payment for services performed the Contractor shall monthly submit an invoice to the LCSS for work performed during the previous month along with vouchers received from seniors receiving such services. Each invoice shall show the Contractor's name, business address, address for payment remittance if different from the business address, identify the types and units of service performed, identify the person performing the service, identify the date and address of each unit of service, separately state total due for the person performing the service, units of services performed, the total sum due for all units for the month and such additional information and/or details as may be required by the County. The County upon receipt of an invoice from the LCSS shall process and pay the invoices received in accordance with the County's procedure for processing and payment of Accounts Payable. If a dispute arises regarding the accuracy of an invoice the Contractor's representatives shall meet with the County's representatives to resolve the dispute, with the understanding that the invoice or at least that part of an invoice that is in dispute shall not be paid until the dispute is resolved.

In the event that the Contractor fails to perform the services required by this Agreement in a timely, diligent and satisfactory manner, as determined by the County in its sole discretion, the County reserves the right to reduce or diminish or terminate the compensation for the unsatisfactory work.

In the event the funds granted in this Agreement or any portion thereof are found to be unauthorized by either laws of the State of Michigan, an opinion issued by the Attorney General, a Michigan court decision, or in any future audit of the County, the Contractor shall reimburse the County for all such funds found to be unauthorized.

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

5. Expenditure and Receipt Reports. The Contractor shall prepare and submit expenditure and receipt reports when and as required by either the County or LCSS. Time sheets, mileage records and all other documentation of expenditures pursuant to this Agreement shall be available for inspection by authorized representatives of the County and/or LCSS including, but not limited to, independent contractors whom the County has contracted with for auditing services.

6. Fees, Charges or Contributions. Under no circumstance shall fees, charges or contributions of any nature be solicited or required by the Contractor for services provided by the Contractor under this Agreement, without prior written approval of the County.

7. Reports. The Contractor shall submit any reports to the County and/or LCSS on the services and/or items to be provided under this Agreement when and as requested by the County and/or LCSS, provided at least ten (10) calendar days' prior written notice is given to the Contractor. In the event the County or LCSS furnishes forms for any of the reports required under this Agreement, such forms shall be used by the Contractor.

8. Access to Books, Documents, Papers and Records. All books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders and contracts of the Contractor pertaining to the services performed and/or items provided under this Agreement shall be open to inspection during regular working hours by the County through the Leelanau County Administrator or his/her designee. Refusal to allow the County or its representatives access to said records shall constitute a material breach of this Agreement and grounds for termination. In addition, the Leelanau County Administrator or his/her designee or an independent contractor retained by the County for auditing services shall be entitled to prepare audits of all books and records pertaining to the Contractor's services under this Agreement.

9. Maintenance of Records. The Contractor shall keep and maintain records covering persons served, the services rendered, expenditures made, and sums invoiced and received pursuant to this Agreement for three (3) years after termination of this Agreement. If an audit or litigation concerning this Agreement commences prior to the end of the required record retention period and is still under way at the end of the retention period the Contractor shall

retain the records until the audit and/or litigation has been completed and a final determination has been made thereon (e.g., in case of litigation when a final judgment has been rendered and all appeals thereof exhausted).

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

Breach of this Section 10 shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

11. Compliance with the Law. The Contractor shall provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, codes, rules and regulations.

12. Nature of Relationship and Authority of County to Contract with Others. It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants or agents of either the County or the LCSS. The Contractor or the Contractor's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Contractor shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments.

It is expressly understood and agreed by the Contractor that the Contractor is not the County's sole provider of the services required by this Agreement. The County may at any time contract with parties other than the Contractor for the provision of personal care and respite care to which LCSS may assign seniors.

13. Indemnification and Hold Harmless. The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County, the LCSS and the County's elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any acts, omissions or negligence of the Contractor, its employees, agents or subcontractors that may arise out of this Agreement. The Contractor's responsibilities to the County, the LCSS and the County's officers, employees and agents as set forth in this section shall not be mitigated by the insurance coverage obtained by the Contractor pursuant to the requirements of this Agreement.

14. Liability Insurance. The Contractor at all times during the term of this Agreement shall maintain insurances that meet the requirements of the Leelanau County Board of Commissioners' Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Attachment B. The attached Attachment B is incorporated by reference into this Agreement and made a part thereof.

15. Applicable Law and Venue. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

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

16. Waivers. No failure or delay on the part of either the County or the Contractor in exercising any right, power or privilege under this Agreement 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 preclude the County from exercising any right or remedy available to the County in respect to such breach or default.

17. Modifications, Amendments or Waiver of Provisions of the Agreement. Modifications, amendments or waivers of any provision of this Agreement shall be made only by a written amendment to this Agreement that is mutually agreed upon and signed by the authorized representatives of the parties.

18. Assignment or Subcontracting. The Contractor shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement unless expressly authorized to do so in Attachment A or by an amendment to this Agreement.

19. 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.

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

21. **Surviving Provisions.** All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including, but not limited to, those set forth in Sections 8, 9, 11, 12, 13, 15, 16, 21 and 23 shall survive the end of the term or termination of this Agreement.

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

23. **Non-Beneficiary Contract.** This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

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

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR RESPITE, PERSONAL CARE, MEDICATION MANAGEMENT, HOMEMAKER, FOOT CARE, TRANSPORTATION TO MEDICAL APPOINTMENTS SERVICES, AND MOBILE MEDICAL ALERT SYSTEM IN THE SPACES PROVIDED BELOW.

COUNTY OF LEELANAU

**CONTRACTOR: RLK INVESTMENTS, INC.
D/B/A COMFORT KEEPERS**

By: _____
Ty Wessell, 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: ROBERT D. TOWNSEND
On: June 4, 2024

ATTACHMENT A
SCOPE OF WORK

**ATTACHMENT A
SCOPE OF WORK
FOR
RESPITE, PERSONAL CARE, MEDICATION MANAGEMENT,
HOMEMAKER, AND FOOT CARE SERVICES, AND TRANSPORTATION TO MEDICAL
APPOINTMENTS**

Description of Required Services.

Comfort Keepers shall provide qualified trained personnel who shall provide eligible Leelanau County seniors with respite care, personal care, medication management, homemaker, and foot care services, and transportation to medical appointments. The services to be provided shall include the following:

A. Respite Care or Relief for Family

Family caregivers of eligible Leelanau County seniors can benefit from a little time off now and then. To meet this need Comfort Keepers shall provide respite caregiving. This service can be scheduled as needed to provide family caregivers time to run errands, go shopping or get some much-needed rest.

B. Personal Care Services

1. Bathing, Grooming and Hygiene

Comfort Keepers shall help eligible Leelanau seniors with bathing, grooming and hygiene. These services enhance the senior's mental as well as physical well-being, helping them feel positive about their appearance. Bathing not only cleanses the skin, but goes deeper to refresh the spirit, provide relaxation and stimulate circulation.

2. Mobility Assistance

Comfort Keepers shall assist eligible Leelanau seniors as needed with mobility to help them maintain as active a lifestyle as possible. Being able to get out and about offers both physical and mental health benefits to seniors. Physical health benefits of activity include increased stamina and energy, a strengthened heart, lower blood pressure and improved digestion and sleep. In addition, activity improves mood, releases stress and increases mental alertness.

3. Transferring and Positioning

Comfort Keepers shall be trained to move and place eligible Leelanau County seniors in correct posture position to promote health and safety and proper functioning of the body's many systems. Proper transferring and positioning from or into beds and chairs eliminate pressure areas on the skin, reduce weakening and stiffening of muscles, and encourage proper breathing, digestion and elimination.

4. Toileting and Incontinence Care

Comfort Keepers shall compassionately and sensitively care for eligible Leelanau County seniors, helping them maintain dignity and self-esteem as they receive help with the activities of daily living. Through this caring approach Comfort Keepers shall help to lessen the seniors' embarrassment associated with the loss of independence related to incontinence and need for toileting assistance.

5. Feeding and Special Diet

For a number of reasons, adults may need help feeding themselves. This loss of independence can be difficult to accept. Comfort Keepers shall understand this and make the extra effort to turn mealtime into an enjoyable social time.

In addition, Comfort Keepers shall help make certain that eligible Leelanau County seniors stay on prescribed diets to prevent or control a wide variety of medical conditions such as heart disease, diabetes and osteoporosis. And in general Comfort Keepers shall enable eligible Leelanau County seniors to eat a well balanced diet that provides the energy needed for active living and nutrients for disease prevention, healing and healthful living.

C. Medication Management Services

Comfort Keepers shall provide qualified trained personnel to provide qualified eligible Leelanau County seniors with medication management services. The medication management services shall include but are not limited to the following:

1. Demand strict adherence to prescribed medication regimen to avoid severe consequences.
2. Maintain a confidential client file, with nurse notes and medication chart.
3. Directly assist eligible clients in managing the use of prescription(s) as prescribed by physician, OTC (over the counter) medication and nutritional supplements.
4. Perform directly the set-up of medications, giving instructions to clients, and maintaining compliance.

D. Homemaker Services

Comfort Keepers shall provide qualified trained personnel to provide eligible Leelanau County seniors with homemaker services. The homemaker services to be provided shall include the following:

The primary function of a HOME MAKER is to independently perform house cleaning tasks at various senior citizen homes in Leelanau County within established policies and procedures. Manual labor for these tasks is required and includes regular contact with the

Leelanau County Senior Services (LCSS) staff and co-workers to obtain and/or provide information. Errors will have an impact and they will need to be corrected. The work schedule should be as consistent as possible but medical appointments may come up for clients and/or employees. Travel is required by the HOMEMAKER in his/her own vehicle to client homes.

PRIMARY HOMEMAKER DUTIES AND RESPONSIBILITIES (may include but are not limited to the following):

- Dusts, vacuums, sweeps and mops floors
- Makes beds and shakes small rugs
- Washes dishes, wipes kitchen counters, cleans sinks, refrigerator, stove and cupboards
- Cleans bathroom (tub, sink, toilet, shower)
- Washes laundry provided washer/dryer are in home
- Washes inside “reachable” windows
- Contractor will inform LCSS of any potentially harmful and/or unusual situations.

HOMEMAKER’s shall not do any heavy lifting nor work on ladders or do any climbing above two steps. HOMEMAKERS shall be instructed to do light house-keeping and indoor service only.

E. Foot Care Services

1. Comfort Keepers, RN to provide foot care to individuals attending the area clinics at various locations throughout Leelanau County.
2. Clients bring their own wash basins or dish pans to soak their feet in. Feet are soaked for roughly 10 minutes. Nurse dries feet, inspects and evaluates to determine if there are any trouble areas of the feet that it would be necessary to be addressed by a podiatrist.
3. Nurse trims toenails with clippers, uses orange stick to remove extra epithelial tissue and files each nail with file/emery board. Pumice stone is also used on the heels and the bottoms of the feet to exfoliate and remove any dead skin cells.
4. Once the feet and toenails have been examined and treated by the Comfort Keepers nurse, lotion is then applied; assistance with replacing shoes and socks is done to complete the process.

F. Transportation to Medical Appointments

Comfort Keepers shall provide qualified trained personnel, who are certified licensed insured drivers, to provide eligible Leelanau County seniors with transportation services to and from doctor, therapy and other medical related appointments. The drivers shall provide seniors transported with any assistance they may require to get in and out of the vehicle. The transportation services to be provided shall include, but are not limited to, the following:

- Transportation to and from doctor, therapy, and other medical appointments

G. Mobile Medical Alert System

1. Equipment provided shall include emergency response pendant that are shower safe and work anywhere in the U.S. where cell service is available. Each pendant shall come with a rechargeable battery that will operate up to thirty (30) days between charges and with the necessary recharging equipment.
2. Services Provided: When a pendant is pressed, an alarm signal shall be sent to Comfort Keepers' monitoring center. When the pendant's unique signal is received at the monitoring center, a center operator shall open up two-way voice communication with the senior possessing the pendant. Once the senior hears the operator's voice, the senior can let the operator know what help is needed. If EMS is dispatched, family and Comfort Keepers shall be notified and Comfort Keepers will follow-up with family and the senior. There will be no charge associated with pressing the pendant. There will be a fall detection option: if a fall is detected, the senior shall be connected to specialists who can dispatch services if needed. Comfort Keepers shall maintain the system, providing on-going maintenance to the system.

Eligibility Requirements for Receiving Services.

1. Seniors referred to Comfort Keepers by LCSS.
2. A resident of Leelanau County who has permanent, temporary or transitional residential status.
3. Sixty (60) years of age or older.
4. Priority shall be given to older persons who are identified as having the highest functional, social and/or economic needs and deemed to be frail and/or at risk.

Reporting.

The Contractor will submit a monthly financial statement. The financial statement shall include the total cost for the month, the client's name, address, dates and units of service. In addition, the statement shall include a year to date balance of units of service and cost.

Unit of Service.

Personal Care: One (1) hour performing personal care activities.

Respite Care: One (1) hour performing respite care activities.

Medication Management: One (1) hour performing medication management services.

Homemaker: One (1) unit of service shall equal one (1) hour of performing homemaking activities per eligible senior's household.

Foot Care Services: One (1) unit of foot care services shall equal one (1) hour of foot care services. Each unit of service per eligible senior shall be performed on an as needed basis.

Transportation: One (1) unit of transportation service shall equal one (1) hour. Each unit of service per eligible senior shall be performed on an as needed basis.

Mobile Medical Alert System: One (1) unit of service shall equal one (1) pendant and associated equipment and services. Each unit of service per eligible senior shall be on an on-going basis until terminated by LCSS.

ATTACHMENT B

**LEELANAU COUNTY'S
INSURANCE REQUIREMENTS**

**LEELANAU COUNTY
BOARD POLICY**

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

APPLIES TO: All Leelanau County Employees and Elected Officials.

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

The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in this policy. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Leelanau County and have a minimum A.M. Best Company (www.ambest.com) 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>Maintenance</u> Contact Person: _____ Telephone Number: _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 70%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 30%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>06/11/2024</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>06/11/2024</u>						
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<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>													
Date of Meeting: _____	<u>06/11/2024</u>												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select One: <u>Bid/RFP</u></td> <td style="width: 50%; vertical-align: top;">Vendor: <u>Molon Asphalt, Inc.</u></td> </tr> <tr> <td><input type="checkbox"/> Other: _____</td> <td>Address/ <u>2900 Cass Road</u></td> </tr> <tr> <td><input type="checkbox"/> Account No.: _____</td> <td>Phone: <u>Traverse City, MI 49685</u></td> </tr> <tr> <td><input type="checkbox"/> CIP Project?</td> <td style="text-align: center;"><u>(231) 275-4334</u></td> </tr> <tr> <td><input type="checkbox"/> If Grant, Match Account No.: _____</td> <td style="color: red;">Description: <u>Professional Services</u></td> </tr> </table>	Financial/Source Selection Method		<input checked="" type="checkbox"/> Select One: <u>Bid/RFP</u>	Vendor: <u>Molon Asphalt, Inc.</u>	<input type="checkbox"/> Other: _____	Address/ <u>2900 Cass Road</u>	<input type="checkbox"/> Account No.: _____	Phone: <u>Traverse City, MI 49685</u>	<input type="checkbox"/> CIP Project?	<u>(231) 275-4334</u>	<input type="checkbox"/> If Grant, Match Account No.: _____	Description: <u>Professional Services</u>	
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<input type="checkbox"/> CIP Project?	<u>(231) 275-4334</u>												
<input type="checkbox"/> If Grant, Match Account No.: _____	Description: <u>Professional Services</u>												

Budgeted Amount: _____	<u>\$ 40,000.00</u>	Contracted Amount: _____	<u>\$ 36,597.00</u>
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Document Description

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

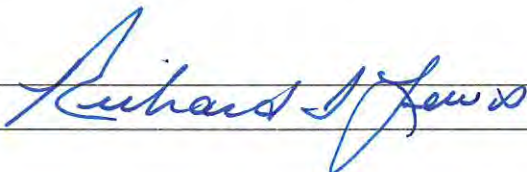
RFP went out for bid for Asphalt Repair, Sealcoating, and Striping of the Government Center Campus.

Molon Asphalt, Inc. came back with a complete bid that satisfied all requirements of the RFP. The total amount of their bid is \$36,597 which includes two coats of sealcoat, asphalt repair, filling of cracks, and striping of the approximate 138,000sqft of asphalt at the Government Center.

See attached bid sheet of both bidders, scope of work and spreadsheet analysis of bids.

Suggested Recommendation:

Move to award the contract for Asphalt Repair, Sealcoating, and Striping of the Leelanau County Government Center Campus to Molon Asphalt, Inc. in the amount of \$36,597 not to exceed the budgeted amount of \$40,000.

Department Approval: 
 Date: 6/5/24

Asphalt Repair Sealcoating and Striping

Vendor	Ace Seal Right		Molon Asphalt	
Items:				
Sealcoat:	12,250	0.09	24,074	0.09
Fill Cracks:	6,500		6,593	
Asphalt Repair:	Yes		2,014	
Stripping:	<u>4,600</u>		<u>3,916</u>	
Total	23,350		36,597	

Notes	Bid based on approximately 138,000 square feet. Bid call for two sprayed coats, only one is covered.	Bid based on 137,430 square feet. Bid includes second application of sealant.
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Leelanau County Board of Commissioners
Asphalt Repair Sealcoating and Striping
 LCAO-RFP-2024-004

Bids Due: **Thursday, May 16, 2024 @ 3:00 p.m.**

Bid Opening: **Thursday, May 16, 2024 @ 3:05 p.m.**

Opened by: Administrator Richard Lewis

Present: BtG Director Jerry Culman

Recorded by: Jennifer Zywicki, Chief Deputy Clerk

	Bidder	Amount	Comments
1	Ace Seal Right LLC	\$23,350.00	
2	Molon Asphalt Inc	\$36,597.00	
3			
4			
5			
6			
7			



5/16/2024
To: Leelanau County
From: Molon Asphalt, Inc
RE: Government Center Campus Parking Lot Maintenance

Enclosed you will find the requested estimate for parking lot maintenance at the Leelanau County Government Center Campus and Veterans Plaza.

Molon Asphalt is proud to offer the highest quality and longest lasting materials when it comes to asphalt maintenance. As a direct distributor for Gem Seal products and with a long-standing reputation, Molon Asphalt is held to the highest standard when it comes to the products we use. We adhere to strict guidelines handed down from our manufacturer for the mixing and application of sealcoat materials, therefore, giving customers the highest quality possible.

As noted on our estimate we utilize the recommended amount of sand and additives in our sealer to achieve the most durable and longest lasting product in Northern Michigan. Without the use of proper amount of sand or additives, sealcoat can become slippery and can wear away quickly.

When it comes to crack filling, we are second to none. We use our "Crack Jets", which are heat lances used to clean and eliminate any moisture from the cracks prior to filling them with MDOT approved Dura Fill hot rubber. Our employees are instructed to fill all cracks 1/4" or larger, not just the major ones. In 2019, when we completed the project for Leelanau County there were approximately 6,900 linear feet of cracks, and this year there are approximately 9,450 linear feet. (Yes, our estimator measured them) Just for your reference, your parking lot is accumulating approximately 10% more cracks annually.

Molon Asphalt is the largest asphalt maintenance company in Northern Michigan, which allows us to complete your project in a timely manner, limiting the days you must be off the parking lots and minimizing the interruption to your daily business.

Thank you for considering Molon Asphalt for your pavement maintenance services. When making the decision, please make sure you are comparing apples to apples and looking at all aspects of the project, and not just limiting it to the bottom line.

We look forward to working with you. If you have any questions, please don't hesitate to contact us at your convenience.

Mike Wilson
Project Manager
Molon Asphalt, Inc
231-218-6034
Mwilson@molonasphalt.net

ESTIMATE

Molon Asphalt, Inc

2900 Cass Rd
 Traverse City, MI 49684
 Phone: (231) 275-4334
 Email: info@molonasphalt.net
www.MolonAsphalt.com

Billing Name: County of Leelanau		Date: May 15, 2024
Street: 8527 E. Governmental Center Dr., Suite #101	Phone:	Job Number:
City, State, Zip: Suttons Bay, MI 49682	Cell: 231-432-0555	E mail: iculman@leelanau.gov
Contact: Jerry Culman - Maintenance Director	Fax:	
Job Location: Leelanau County Government Center Campus: 8527 E. Governmental Center Dr., Suttons Bay, MI 49682		

We Hereby submit specifications and estimate for Commercial Parking Lot Maintenance:

1.) **Seal Coat:**

Mechanically edge the grass that covers the asphalt.
 Clean the entire asphalt area to be sealed with wire brushes, air blowers and vacuum trucks.
 Dry and treat existing gas and oil spots via oxidation method with 500,000 BTU torches.
 Apply coat of low VOC coal tar emulsion with latex and rubber additives.
 Our mix design contains 2lbs of silica sand per gallon of sealer, for traction and durability.
 Diamond shield fortifier is added for accelerated curing time and pristine finish as needed.

Campus & Plaza 2nd coat application	Estimated square feet....	<u>137,430</u>	=	\$	17,865.00
	Estimated square feet....	<u>137,430</u>	=	\$	6,209.00

2.) **Hot Rubber Crack filler:**

Burn out the cracks using the "Crack Jet" Heat Lance which generates 2800 degrees @ 90CFM to remove moisture, weeds and debris while etching the asphalt for proper adhesion.
 Fill the cracks with 350 degree liquefied rubber.

Campus & Plaza	Estimated linear feet....	<u>9,453</u>	=	\$	6,593.00
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3.) **Asphalt Repair:**

Repair damaged asphalt via sawcut, remove and replace. Redo base gravel, compact. Install new asphalt to match existing thickness(es) of surrounding asphalt, with a minimum of three inches. Compact with a vibratory assist asphalt roller.

A)	(10' x 10') cracked area forming holes in driveline by first set of ADA parking spaces	
B)	(3' x 3') cracked area forming hole in driveline of entrance hill to parking lot.	
C)	(20' x 3') severely cracked/broken along cement edge.	
	Estimated square feet....	<u>169</u> = \$ 2,014.00

4.) **Stripe Parking Lot As it Exists with professional striping machines:**

Regular parking spaces: (4 inch line)	<u>206</u>	Colors: Yellow
Handicap spaces with symbols:	<u>15</u>	Blue
Handicap unloading grids:	<u>5</u>	Blue
Painted Cement Curb:	<u>419 In ft</u>	Yellow
Misc. Grid areas:	<u>8</u>	Yellow
Double lane line in entrance:	<u>125 In ft</u>	Yellow

Striping Total = \$ 3,916.00

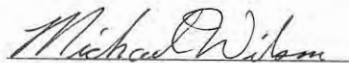
GRAND TOTAL: \$ 36,597.00

Payments to be made as follows...

50% Deposit required. All Remaining payments are due and payable at time of completion and/or presentation of bill for services. Any balance due after 30 days will incur 1.5% interest charge then and every 30 days thereafter. All fees, costs and charges incurred by Molon Asphalt will be the burden of the party/parties authorizing service. Molon Asphalt will not be held liable for damages that occur due to natural occurrences, foul weather, vandalism or customer neglect.

Acceptance of this Estimate - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Estimator: **Michael Wilson**
mwilson@molonasphalt.net



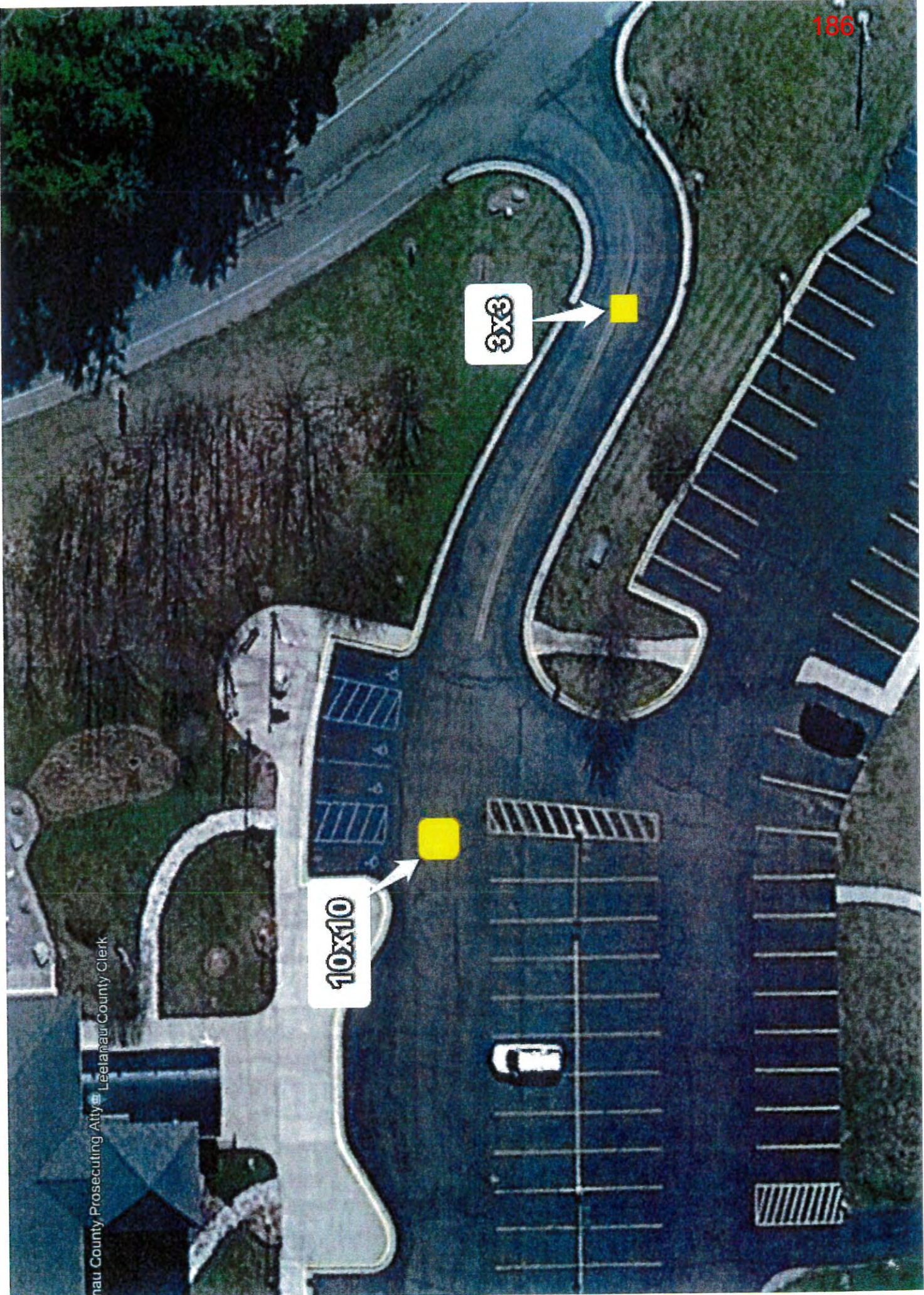
Cell # (231) 218-6034

Acceptance of this Estimate - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature: _____

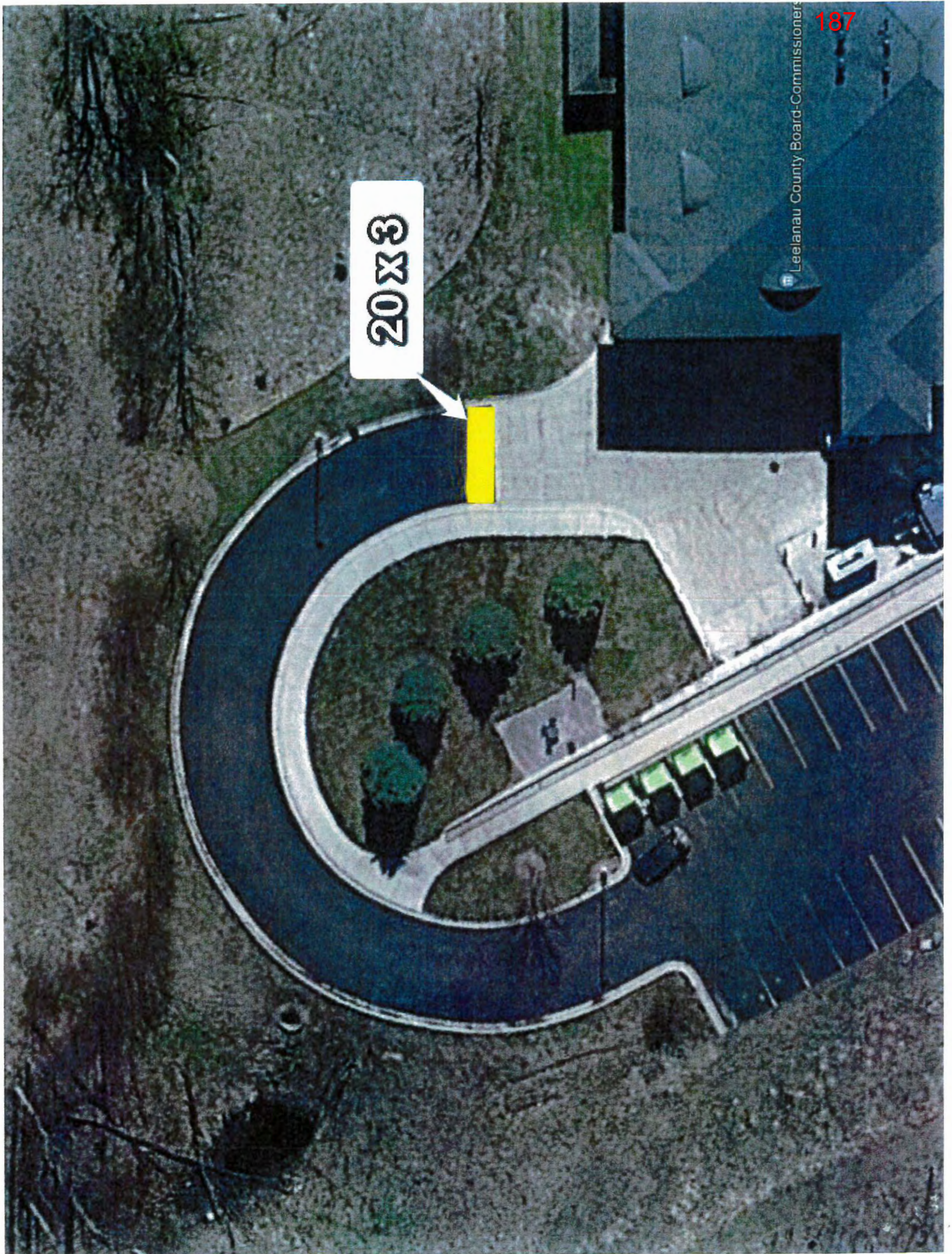
Date: _____

~ Quality Work ~ Competitive Prices ~ Great Customer Service



10x10

3x3



20x3

ORIGINAL

ESTIMATE

Molon Asphalt, Inc

2900 Cass Rd
 Traverse City, MI 49684
 Phone: (231) 275-4334
 Email: info@molonasphalt.net
www.MolonAsphalt.com

Billing Name: County of Leelanau		Date: May 15, 2024
Street: 8527 E. Governmental Center Dr., Suite #101	Phone:	Job Number:
City, State, Zip: Suttons Bay, MI 49682	Cell: 231-432-0555	E mail: jculman@leelanau.gov
Contact: Jerry Culman - Maintenance Director	Fax:	
Job Location: Leelanau County Government Center Campus: 8527 E. Governmental Center Dr., Suttons Bay, MI 49682		

We Hereby submit specifications and estimate for Commercial Parking Lot Maintenance:

1.) Seal Coat:

Mechanically edge the grass that covers the asphalt.
 Clean the entire asphalt area to be sealed with wire brushes, air blowers and vacuum trucks.
 Dry and treat existing gas and oil spots via oxidation method with 500,000 BTU torches.
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 Our mix design contains 2lbs of silica sand per gallon of sealer, for traction and durability.
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Campus & Plaza	Estimated square feet....	137,430	=	\$	17,865.00
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 Fill the cracks with 350 degree liquefied rubber.

Campus & Plaza	Estimated linear feet....	9,453	=	\$	6,593.00
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Repair damaged asphalt via sawcut, remove and replace. Redo base gravel, compact. Install new asphalt to match existing thickness(es) of surrounding asphalt, with a minimum of three inches. Compact with a vibratory assist asphalt roller.

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B)	(3' x 3') cracked area forming hole in driveline of entrance hill to parking lot.				
C)	(20' x 3') severely cracked/broken along cement edge.				
	Estimated square feet....	169	=	\$	2,014.00

4.) Stripe Parking Lot As it Exists with professional striping machines:

Regular parking spaces: (4 inch line)	206	Colors:	Yellow
Handicap spaces with symbols:	15		Blue
Handicap unloading grids:	5		Blue
Painted Cement Curb:	419 In ft		Yellow
Misc. Grid areas:	8		Yellow
Double lane line in entrance:	125 In ft		Yellow

Striping Total	=	\$	3,916.00
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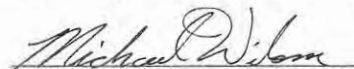
GRAND TOTAL: \$ 36,597.00

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50% Deposit required. All Remaining payments are due and payable at time of completion and/or presentation of bill for services. Any balance due after 30 days will incur 1.5% interest charge then and every 30 days thereafter. All fees, costs and charges incurred by Molon Asphalt will be the burden of the party/parties authorizing service. Molon Asphalt will not be held liable for damages that occur due to natural occurrences, foul weather, vandalism or customer neglect.

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Estimator: Michael Wilson
mwilson@molonasphalt.net



Cell # (231) 218-6034

Acceptance of this Estimate - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature: _____

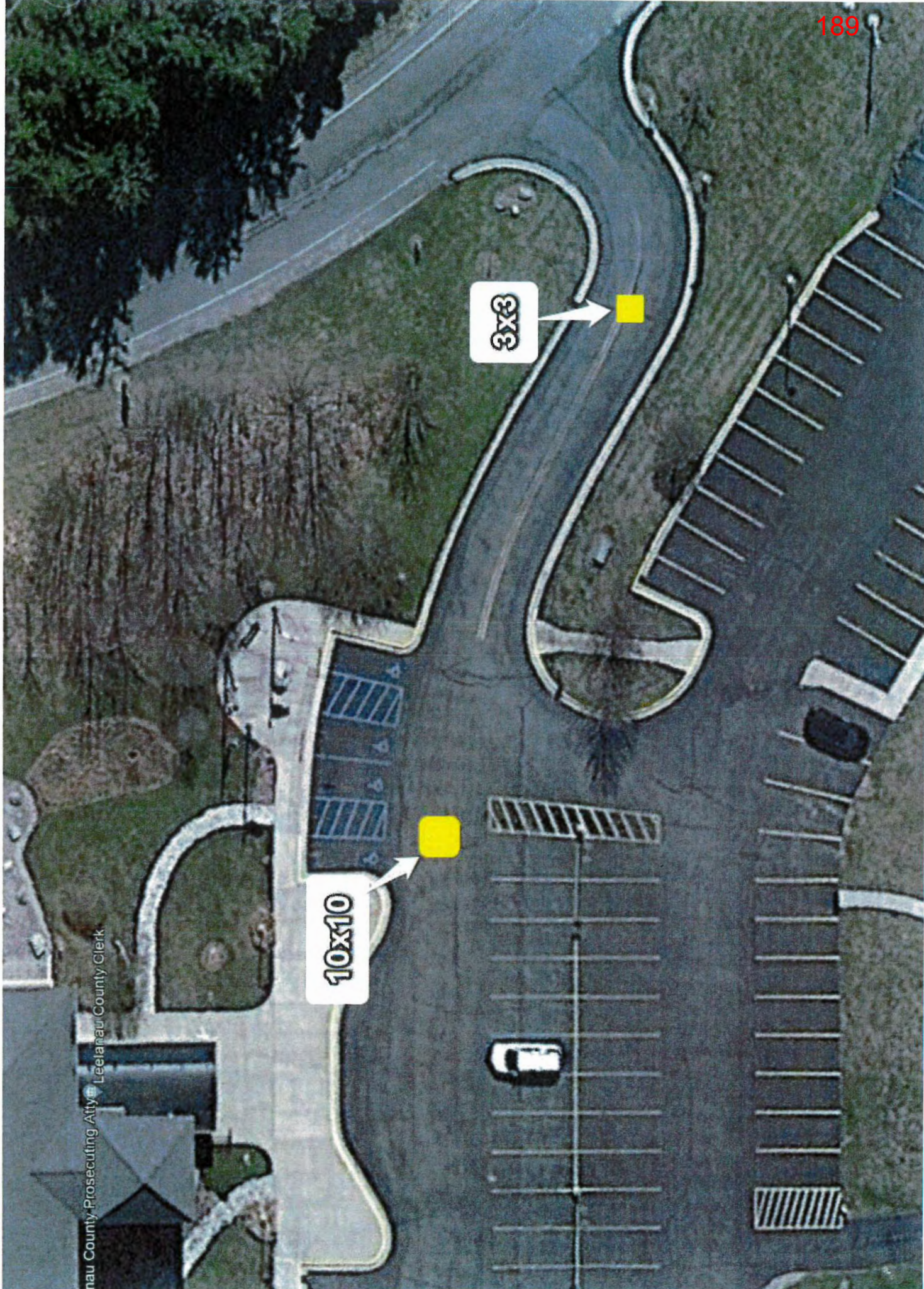
Date: _____

~ Quality Work ~ Competitive Prices ~ Great Customer Service

Leelanau County Clerk
Leelanau County Prosecuting Attorney

10x10

3x3



20 X 3





Leelelanau County Sheriff

The Leelelanau County Government Center

Leelelanau County Veterans Memorial

Leelelanau County Eqr

ATTACHMENT "A" - Contractor's Qualification Statement

CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: Leelanau County Administration
Attention: Administrator

Submitted by: Firm Name: MOLON ASPHALT
Address: 2900 CASS RD.
TRAVERSE CITY, MI 49684
Principal Office Location: SAME AS ABOVE

Submitted for: ASPHALT REPAIR, SEALCOATING, AND STRIPING OF THE LEELANAU COUNTY GOVERNMENT CENTER CAMPUS PROJECT

Organization:

Provide the following information concerning your organization. Type of Entity:

- Corporation
- Partnership
- Individual
- Other

Names of Principal, Owners, or Partners

<u>Name</u>	<u>Position</u>	<u>Years of Service with Organization</u>
<u>Scott Porter</u>	<u>President</u>	<u>5 yrs</u>

Number of years this organization has been in business? 5 yrs - sister company Excavating 49 yrs.

Have members of this organization operated under former names / businesses?

Yes No

If "yes", list name, type of entity, and names of principal, owners, or partners:

In addition to the litigation, arbitration, investigation, or governmental / regulatory proceeding referred to in the preceding paragraphs, is there any litigation, arbitration, investigation, or governmental / regulatory proceeding now pending or threatened to which your firm is or may be a party, or are you aware of any potential claim or demand, which might otherwise affect the capacity of your firm to perform with respect to your involvement with the Owner, whether or not it concerns other work which you have undertaken? If so, describe in full.

Yes _____ No

Bankruptcy

Has your firm, its principals, predecessors, or affiliates been the subject of any proceeding under federal bankruptcy laws or any other proceedings under state or federal law in which a court or government agency has assumed jurisdiction over any of the assets or business of your firm, its principals, predecessors, or affiliates? If so, identify the proceedings, the court or governmental body, and the date such jurisdiction was assumed in an attachment.

Yes _____ No

Change Order History

Describe each instance within the last five years where change orders applied for during construction amounted in the aggregate to more than five percent of the contract price for any building which your firm constructed, or in which actual construction costs exceeded the contract price by more than five percent in an attachment.

References

1. Name of Business: MUNSON HOSPITAL
 Contact Name: MARTY RECKER
 Address: TRAVERSE CITY
 Amount of Contract: VARIES: \$1,000 ~ \$30,000⁰⁰ Telephone Number: 231-631-1537
AVERAGE YEARLY
 Email: _____ Fax Number: _____
 Type of Work: SEALCOAT, CRACK FILL, ASPHALT REPAIR, STRIPING
-
2. Name of Business: AKWELL AUTOMOTIVE
 Contact Name: JAMIE PRITCHARD
 Address: 603 W. 7TH ST, CADILLAC, MI 49601
 Amount of Contract: \$59,829⁰⁰ Telephone Number: 231-349-4537
 Email: _____ Fax Number: _____
 Type of Work: SEALCOAT, CRACK FILL, ASPHALT REPAIR, STRIPING
-
3. Name of Business: BEST BUY OF TRAVERSE CITY, MI
 Contact Name: MICHAEL @ APPELL NATIONAL
 Address: 137 E. MAIN ST., BAY SHORE, NY 11706
 Amount of Contract: \$29,256⁰⁰ Telephone Number: 631-812-5570
 Email: _____ Fax Number: _____

Attachment "E" – Leelanau County Board Policy on Insurance Requirements

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

APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

COUNTY OF LEELANAU

PROPOSAL FORM

The undersigned, having carefully examined the appropriate specifications, #LCAO-RFP-2024-004, dated MAY 15TH, 2024, does hereby agree to furnish and deliver to the County of Leelanau, Suttons Bay, Michigan, the following items at the price(s) indicated:

SCHEDULE OF ITEMS	PRICE
EDGING OF GRASS, CLEANING, ^{1, 2 COATS} SEALING OF ALL ASPHALT ^{137,430 SQ FT}	\$24,074 ⁰⁰
CLEANING, ^{CRACK JET} FILLING CRACKS W/HEAT LANCE ^{9,453'} HOT RUBBER	\$6,593 ⁰⁰
ASPHALT REPAIR - SAWCUT/REMOVE ¹⁶⁹	\$2,014 ⁰⁰
RESTRIPING OF LINES, ¹ SYMBOLS - yellow ¹ blue	\$3,916 ⁰⁰

Submitted by
(Company Name): MOLON ASPHALT

Address: 2900 CASS RD. TRAVERSE CITY, MI 49684

Contact Name
(Print): MICHAEL WILSON

Signature: Michael Wilson

Telephone: 231-918-6034

Fax: _____

Email: mwilson@molonasphalt.net

NOTE: By signing and submitting this bid for consideration by the Leelanau County Administrator, the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

CS-1

Proposal

(231) 499-8988



ACE SEAL RIGHT, LLC
10814 Elizabethtown Dr. • Interlochen, MI 49643
acesealright@gmail.com

Email <u>jculman@leelanau.gov</u>	Phone <u>231-432-0555</u>	Date <u>4/11/2024</u>
PROPOSAL SUBMITTED TO <u>Jerry Culman</u>		
STREET <u>8527 E Government Center Dr</u>		
CITY, STATE, AND ZIP <u>Suttons Bay MI 49682</u>		
ARCHITECT <u>Kendrick Meyer</u>	DATE OF PLANS _____	

We hereby submit specification and estimates for:

Complete machine cleaning and edging of asphalt. \$550.00

All petroleum deposits to be degreased and treated with special oil spot primer. Yes

Apply one coat of coal tar asphalt emulsion sealer. \$11,700.00

Hot Melt Rubber Crack Repair \$6,500.00 for crack fill

Infrared Patchwork _____

Infrared Patchwork _____

Lines \$3,850.00 Handicap \$750.00 for (15) Arrows _____

Cut and Replace _____

We Propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:
Twenty three thousand three hundred fifty dollars and 00/100----- dollars (\$ 23,350.00)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delay beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. If driveway is shaded, sealcoating not warranted.

Authorized Signature Kendrick Meyer

Note - this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above policies, specifications, and conditions are satisfactory and hereby accepted.

You are authorized to do the work as specified. Payment will be made as outlined above.

Legal fees and court costs incurred in collection of monies owed according to this contract will be paid by the customers.

Signature _____

Date of Acceptance _____

Signature _____

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Community Development</u> Contact Person: <u>Gail Myer</u> Telephone Number: <u>256-9812</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>06/11/2024</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>06/11/2024</u>						
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Budgeted Amount: _____ Contracted Amount: <u>\$ 2,500.00</u>													
Document Description													
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input checked="" type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization													
<p>Attached is the Interlocal Agreement between the County of Grand Traverse, County of Benzie and County of Leelanau. This agreement is the next step in working towards a multi-county Materials Management Plan (MMP). The County Board approved moving forward with drafting this document at their meeting last month and Corporate Counsel has been working with all three counties on the development of this agreement.</p> <p>Article III, Terms and Provisions, Item C. Initial Funding, states that if needed, the County of Leelanau shall contribute \$2,500, the County of Traverse City shall contribute \$10,000 and the County of Benzie shall contribute \$2,500. This initial funding shall be held and maintained by Grand Traverse County and all disbursements of the funds shall be approved by all Parties to the Agreement. (If needed, the funding source for the County of Leelanau will be Fund 230)</p> <p>The Leelanau County Solid Waste Council (SWC) met on Monday, June 3, 2024 and passed the following motion:</p> <p>Motion by Bahle, seconded by Gale, to recommend approval to the County Board, of the Interlocal Agreement between the County of Grand Traverse, County of Benzie and County of Leelanau, for the purpose of working towards creating a multi-county MMP. Motion carried 7-0.</p> <p>If all three Counties approve the Interlocal Agreement, the next step will be to file Notice of Intent (NOI) by the July 6, 2024 deadline and appoint the Material Management Planning Committee (MMPC). This committee will consist of 13 members, including one elected official of a County. The SWC will be meeting on July 2, 2024 and will be making a recommendation which will then be brought to July BOC meeting for approval.</p>													
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners approve the Interlocal Agreement between the County of Grand Traverse, County of Benzie and County of Leelanau for the purpose of working towards creating a mulit-county MMP.</p>													

Department Approval: Gail Myer

Date: 6-4-24

INTERLOCAL AGREEMENT

BETWEEN

County of Grand Traverse

County of Benzie

County of Leelanau

Dated: _____ day of _____, 20____

INTERLOCAL AGREEMENT

This Interlocal Agreement, dated this _____ day of _____, 20__ ("Agreement"), between the County of Grand Traverse, located at 400 Boardman Avenue, Traverse City, Michigan 49684 ("Grand Traverse"), the County of Benzie, located at 448 Court Place, Beulah, Michigan 49617 ("Benzie") and the County of Leelanau, located at 8527 E. Government Center Dr., Suttons Bay, Michigan 49682 ("Leelanau") and states the following:

ARTICLE I.
RECITALS

WHEREAS, The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately.

WHEREAS, the Urban Cooperation Act of 1967, Act 7 of 1967, being MCL 124.501 et. seq. ("Act"), provides the process and the authorization for an Interlocal Agreement; and

WHEREAS, the Act defines "Interlocal Agreement" at MCL 124.502(a) and that definition is adopted by reference herein; and

WHEREAS, each County unit of government participating in this Agreement is a local unit of government as defined in the Act at MCL 124.502(b); and

WHEREAS, each County unit of government participating in this Agreement is a "Public Agency" as defined in the Act at MCL 124.502(e); and

WHEREAS, under the Act, a public agency may exercise jointly with another public agency, any power, privilege, or authority that the participating public agencies share in common, and that each participating public agency might exercise separately; and

WHEREAS, under the Act, a joint exercise of power under the Act shall be made by a contract in the form of an Interlocal Agreement that is otherwise consistent with the Act; and

WHEREAS, the participating County units of government herein now wish to adopt and become parties to this Agreement in the legal form of an Interlocal Agreement consistent with the rights set forth in the Act and the terms and provisions set forth in this Agreement; and

WHEREAS, under Part 115 of the Natural Resources and Environmental Protection Act, Subpart 11, being MCL 324.11571 through MCL 324.11587 ("Part 115"), the Department of Environmental, Great Lake, and Energy ("EGLE") shall ensure that each County in Michigan has an approved Materials Management Plan ("MMP"); and

WHEREAS, the Director of EGLE issued a notice to all Counties in Michigan requiring an MMP and initiating the MMP process effective January 8, 2024; and

WHEREAS, under Part 115 at MCL 324.11571(2), the planning area of a single MMP may include two (2) or more Counties if properly approved by the legislative bodies of those Counties with respect to the joint exercise of powers and performance of duties with respect to an MMP as required under Part 115; and

WHEREAS, under Part 115, a "Multi-County MMP" process shall be subject to the same procedures for submittal, review and approval as a Single- County MMP; and

WHEREAS, under Part 115, the MMP requirements are presented and apply equally to a Single-County MMP and a Multi-County MMP; and

WHEREAS, Grand Traverse, Benzie and Leelanau now wish to enter into this Agreement to provide for and effectuate the process of a Part 115 Multi-County MMP consistent with the terms and provisions set forth below and otherwise consistent with the Act and Part 115 for the purposes set forth herein.

ARTICLE II. DEFINITIONS

- A. "Act" shall mean the Urban Cooperation Act of 1967, Act 7 of 1967, being MCL 124.501 et. seq.
- B. "Agreement" shall mean this Interlocal Agreement made pursuant to the Act.
- C. "Effective Date" shall mean the date this Interlocal Agreement is fully executed by the Parties and in compliance with Section 10 of the Act, if required.
- D. "EGLE" shall mean the State of Michigan Department of Environmental, Great Lakes and Energy.
- E. "FOIA" shall mean Michigan's Freedom of Information Act at MCL 15.231 et. seq., 1976 Public Act 442.
- F. "MMP" shall mean a Materials Management Plan as defined under the Natural Resources and Environmental Protection Act, Public Act 451 of 1994, Sub Part 11.
- G. "OMA" shall mean Michigan's Open Meetings Act at MCL 15.264 et. seq., 1976 Public Act 267.
- H. "Part 115" shall mean Part 115 of the Natural Resources and Environmental Protection Act, Public Act 451 of 1994, specifically MCL 324.11571 to MCL 324.11587.
- I. "Party or Parties" shall mean, singularly or in plural the County local units of government that are members of this Agreement and are otherwise authorized to be part of this Agreement under the Act.

ARTICLE III.
TERMS AND PROVISIONS

- A. Purposes.** The purpose of the Agreement is to jointly exercise the rights and obligations as set forth at Part 115 with respect to the establishment of an approved "Materials Management Plan" ("MMP") and to exercise all powers allowed in the formation of a Multi-County MMP, including funding and management, and the proper development and submittal of an all-required notices and documents to EGLE with respect to the MMP Process for a Multi- County MMP. The purpose shall also include complying with the Part 115 requirements for the development, submittal, approval and subsequent administration of a fully approved Multi-County MMP.
- B. Term.** This Agreement shall have an Effective Date of _____ and the Agreement shall continue in perpetuity until terminated by a unanimous vote of the Parties to the Agreement at the time of termination.
- C. Initial Funding.** If needed, the initial Parties to this Agreement shall contribute as follows to initially fund the purpose of this Agreement as set forth herein: Grand Traverse \$10,000.00, Leelanau \$2,500.00 and Benzie \$2,500.00. The initial funding shall be held and maintained by Grand Traverse County and all disbursements of the funds shall be approved by all Parties to the Agreement.
- D. Legal Entity.** The initial Parties to this Agreement may, but are not obligated to, create a separate legal entity as allowed under the Act and within that separate legal entity exercise any and all rights set forth in the Act with respect to a separate legal entity. This Agreement shall be reviewed and amended as necessary to comply with the creation of a separate legal entity under the ACT.
- E. Formation Process.** The initial Parties to this Agreement shall, as necessary and as required by the Act or by Part 115 and the MMP process, obtain the required approvals from the legislative body (Board of Commissioners) of each Party participating in this Agreement in carrying out the purposes of this Agreement as set forth herein.
- F. Representation.** The legislative body (Commissioners) of each initial participating Party to this agreement formally designates the following representatives responsible to implement this Agreement subject to any and all approval processes as designated by law:
1. Benzie County Recycling and Solid Waste Director, or designee
 2. Grand Traverse County Resource Recovery Director, or designee
 3. Leelanau County Planning Director, or designee.
- G. Meetings.** The initial Parties to the Agreement shall meet as necessary, but not less than once per calendar month, to develop a schedule and an initial budget to implement the process of a Multi-County Plan that is consistent with the substantive and procedural requirements under Part 115 with respect to the MMP process for development, approval and implantation of a Multi-County MMP that meets the conditions of Part 115, including, but not limited to the following:

- 1) Timely prepare and submit an appropriate Notice of Intent as required under Part 115 no later than July 6, 2024.;
- 2) Designate the "County Approval Agency" as required under Part 115;
- 3) Establish a Designated Planning Agency as required under Part 115;
- 4) Establish a Planning Committee, the size of which shall be no greater than 13 Committee Members, and operate the Planning Committee under Part 115 and, more specifically, under MCL 324.115 72;
- 5) Apply for and obtain an available MMP Grant as a Multi-County MMP;
- 6) Prepare and submit an MMP document that is consistent with the requirement under Part 115;
- 7) Track and monitor the public comment time period and the underlying public hearing process related to the MMP;
- 8) Obtain MMP approval at the County levels of government;
- 9) Coordinate MMP distribution to all municipalities within the Multi- County MMP jurisdiction; and
- 10) Obtain EGLE approval of the Multi-County MMP.

H. MMP Goals. The goals and objectives of the Multi-County MMP under this Agreement shall be consistent with Part 115, and as specifically set forth at MCL 324.11577. (See Attachment A, Statutory Goals)

I. MMP Content and Requirements. The content of the Multi-County MMP under this Agreement shall be consistent with Part 115, and as specifically set forth at MCL 324.11578.

J. Goal Certification and Progress. Certifying the goals and objectives of the Multi-County MMP under this Agreement shall be consistent with Part 115, and as specifically set forth at MCL 324.11582. (See Attachment B, Statutory Requirements for Goal Certification and Progress).

K. Amendments. This Agreement shall only be amended in substance or to add an additional County Member as a Party upon the affirmative vote of the legislative body of each then existing Party to this Agreement.

L. Requests to Add a Party. Any authorized local unit of government/public agency that seeks to become a Party to this agreement shall submit a written request supported by a resolution of its legislative body approved at a public meeting conducted consistent with the OMA as defined herein. Any Amendment that adds a new party to this Agreement must be approved by each legislative body of the then existing Parties to this Agreement.

M. Withdrawal by Any Party. Any Party may withdraw from this Agreement upon ninety (90) days written notice to all Parties. No withdraw by a Party shall relieve such Party of any then pending obligation, grant or other agreement entered into in such Party's capacity as a Party to this Agreement.

N. Entire Agreement. This Agreement sets forth the entire Agreement between the Parties and supersedes any and all prior agreements or understandings between the Parties in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

O. Interpretation of Agreement. The Parties intend that this Agreement shall be construed liberally to effectuate the intent and purposes of this Agreement and the legislative intent and purposes of the Act. All powers granted to the Parties under this Agreement and the Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

P. Severability of Provisions. If any provision of this Agreement, or its application to any Party, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to the other Parties is not affected but will be enforced to the extent permitted by law.

Q. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the law of the State of Michigan without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

R. Captions and Headings. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as a substantive part of this Agreement.

S. Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

This Agreement is executed by the authorized representatives of the Parties indicated below:

COUNTY OF _____

By: _____

Its: _____

Dated: _____

COUNTY OF _____

By: _____

Its: _____

Dated: _____

COUNTY OF _____

By: _____

Its: _____

Dated: _____

ATTACHMENT A

STATUTORY GOALS AND OBJECTIVES PURSUANT TO MCL 324.11577

- (a) To prevent adverse effects on the environment, natural resources, or the public health, safety, or welfare resulting from improper collection, processing, recovery, or disposal of managed materials, including protection of surface water and groundwater, air, and land.

- (b) To ensure managed materials are sustainably managed to achieve benefits to the economy, communities, and the environment.

- (c) To ensure that all managed material generated in the planning area is collected and recovered, processed, or disposed at materials management facilities that comply with state statutes and rules or managed appropriately at out-of-state facilities.

ATTACHMENT B**GOAL CERTIFICATION AND PROGRESS PURSUANT TO MCL 324.11582**

(1) The CAA shall certify to the department the CAA's progress toward meeting all components of its materials management goals. The first certification shall be submitted by the first June 30 that is more than 2 years after the department's approval of the initial MMP or MMP amendment. Subsequent certifications shall be submitted by June 30 every 2 years after the first certification.

(2) If a county does not make progress toward meeting its benchmark recycling standards and ultimately the municipal solid waste recycling rate goal under section 11507,1 the county is ineligible for assistance from the recycling access and voluntary participation program under section 11550(9)2 until both of the following requirements are met:

(a) The county adopts an ordinance or other enforceable mechanism to ensure that any solid waste hauler providing curbside solid waste hauling service also offers curbside recycling service to dwellings of 4 or fewer units in the planning area.

(b) Any remaining deficiencies in a county's progress toward meeting its materials management goals are addressed.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Leland Dam Authority</u> <input type="checkbox"/> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>(231) 256-9711</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td><input type="checkbox"/> Select Meeting Type:</td> <td><u>Executive Board</u> <input type="checkbox"/></td> </tr> <tr> <td>Date of Meeting:</td> <td><u>06/11/2024</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type:	<u>Executive Board</u> <input type="checkbox"/>	Date of Meeting:	<u>06/11/2024</u>						
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Financial/Source Selection Method													
<input type="checkbox"/> Select One:	<u>Bid/RFP</u> <input type="checkbox"/>												
<input type="checkbox"/> Other:	_____												
<input type="checkbox"/> Account No.:	_____												
<input type="checkbox"/> CIP Project?	_____												
<input type="checkbox"/> If Grant, Match Account No.:	_____												

Budgeted Amount: _____	\$ 66,600.00	Contracted Amount: _____
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Document Description

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

The Board of Comissioners has identified the repair of the walkwalk at the Leland Dam as a capital project to be completed this year (see Capital & Funding Recommendations for 2024) the Board of Commissioners. The estimated cost for the project is \$66,600. As noted in the MMRMA Park Risk Review, the walkway was identified as an item needing to be address.

The County has used the services of Machin Engineering for the repair/modifications to the hydraulic system. It is recommended to utilized their services for this project in that they are more familiar with the all aspects of the dam. Please find attached their Agreement for Professional Services for the design and bidding services.

Suggested Recommendation:
 I move to recommend that the County Board of Commissioners of the Agreement for Professional Services with Machin Engineering, Inc for design and bidding of the Leland Dam Walkway as outlined.

Department Approval: 
 Date: 06/05/2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is effective as of _____ (“Effective Date”) by and between Machin Engineering, Inc. (hereinafter “Consultant”) and Leelanau County (hereinafter “Client/Owner”).

RECITALS

PROJECT NAME: Pedestrian Bridge Deck & Railing Replacement

LOCATION: Leland, Michigan

DESCRIPTION OF SERVICES: See Exhibit ‘A’

The Client agrees to pay the Consultant for all services performed and all costs incurred rendered under this Agreement:

FEE (hourly estimated): \$_____. (USD) Estimated Start DATE: TBD

FEE (fixed): \$9,700 Estimated Completion DATE: Within 30 days of start

TERMS AND CONDITIONS

SECTION 1. Payment: Invoices due net 30 days from the date of the invoice. If Client/Owner fails to make payment within 15 days of the invoice date, the amount due to the Consultant will increase 1.5% per month (18.0% per annum).

SECTION 2. Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or hers officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorneys’ fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attribute to the sole negligence or willful misconduct of the Consultant. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all other agreements and understandings, both written and oral, of the parties relating to the subject matter of this Agreement.

SECTION 3. Limitation of Liability: The liability, if any, of Consultant with regard to this Agreement for any claims, costs, damages, losses, and expenses for which they are or may be legally liable, whether arising in negligence or other tort, contract, or otherwise, is limited to the scope of work relating to the design and plan preparation, and not to exceed the value of the contract. In no event will Consultant be liable for indirect, special, or consequential damages.

SECTION 4. Termination of Services: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of any term or obligation or be deemed a waiver of any subsequent breach.

SECTION 5. Governing Law and Assignment: This Agreement is a contract made under and shall be governed by and construed in accordance with, the laws of the State of Michigan. The parties agree that any legal or equitable action or proceeding with respect to this Agreement or the transactions contemplated by it shall be brought only in any court sitting in Grand Traverse County of the State of Michigan.

By providing a signature below the Client hereby agrees to the before mentioned Recitals and Terms and Conditions of this Agreement. If not accepted within 30 calendar days of issue date, this Agreement shall be determined void.

Offered by (Consultant):

 5/31/2024
signature Date
Patrick J. Machin, P.E. / Principal
printed name / title
Machin Engineering, Inc
name of consulting firm
1235 E Front Street, Ste A
Traverse City, MI 49686
address
(p) (231) 935-1530 Ext 700
phone and fax
pat@machinengineering.net
email address

Accepted by (Client):

_____ _____
signature Date
Ty Wessell / County Board Chairman
printed name / title
Leelanau County
name of client
8527 E Government Center Dr, Suttons Bay,
Michigan 49682
address
231-256-9711
phone and fax
schristensn@leelanau.gov
email address



EXHIBIT "A"
Pedestrian Bridge Deck & Railing Replacement
Leelanau County, Leland Dam Authority
 Proposal No. P24036

This Exhibit outlines the specific scope of professional services to be provided by the Consultant. These services will be provided in accordance with this Agreement between the parties, as set forth in Agreement for Professional Services. This exhibit is made part of and incorporated by reference into an Agreement for Professional Services or Purchase Order or Client supplied Agreement.

PART A - DESIGN SERVICES

A.1 Project Location / Identification:

1. The Leland Dam Authority (Client) is proposing to replace the decking and railing along the pedestrian bridge fronting the Leland Dam, Leland, Michigan. The current decking and railing are of treated wood and the substructure is galvanized metal. The substructure is not in need of replacement or any restoration work.

A.2 Design Considerations/Requirements:

1. Michigan Building Code, 2015

A.3 Design Services of Engineer:

1. Review engineering documents by Spicer Group and determine if any additional scope items are required as part of their review.
2. Complete a field visit to verify existing conditions and determine the exact scope of repair and/or replacement.
3. Prepare a preliminary sketch of the railing system and up to two options for materials.
4. Complete an Opinion of Probable Construction Cost (OPCC) for review by the Client.
5. Schedule and attend a single virtual meeting with the Client to review the cost estimates.
6. After obtaining comments from the Client, we will complete the design of the railing and decking. Construction specifications will be on the plans.

A.4 Bidding Services of Engineer:

1. Prepare bid documents and send them to the County. County will prepare bid advertisement documents and complete advertisement for bids.
2. Answer bidder questions and issue addenda as required.
3. Review bids received by the County and make a recommendation for an award.

A.5 Completion Time:

1. We will complete the above-mentioned services in a timely fashion and as rapidly as the process permits.

PART B - CONSTRUCTION SERVICES**B.1 Construction Administration Phase**

1. Not included in the proposal.

PART C - SERVICES FEES**C.1 Methods of Payment for Services and Expenses of ENGINEER**

The ENGINEER will be paid the following lump sum fees for the Basic Services as indicated in Part A as noted in this exhibit.

Design Services	\$ 7,500
Bidding Services	\$ 2,200
TOTAL:	\$ 9,700

1. Non-budgeted reimbursable costs shall include Mileage and prints/reproductions.
2. Attendance of agency board meetings is not provided in this proposal.
3. Changes, modifications, or additions to the Basic Services will be performed at the normal hourly rates for the personnel involved or at a negotiated fee.
4. Billings will be made once a month as the work progresses.
5. Construction administration and permitting services are not provided in the proposal.

C.2 Clarifications

1. All information, as stated in this proposal to be supplied by Client, will be supplied to Engineer per his request in digital form.
2. Does not include zoning reviews. Work assumes the direct replacement of the scheduled items without verification by planning or zoning.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Veterans Affairs</u> Contact Person: <u>Michael Roof</u> Telephone Number: <u>231-995-6070</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>06/11/2024</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>06/11/2024</u>
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Financial/Source Selection Method							
<input checked="" type="checkbox"/> Select One: <u>Grant</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: <u>101.580.684.955.023</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							

Budgeted Amount: _____	Contracted Amount: _____
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Document Description

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

Leelanau County Veterans Services are staffed through a contractual arrangement with Grand Traverse County Department of Veterans Affairs. This agreement provides Leelanau County veterans with availability to meet with a VA accredited County Veteran Service Officer (CVSO) in our building every Tuesday.

Leelanau County is eligible on an annual basis to apply for a County Veteran Service Fund Grant (CVSF) offered by Michigan Veterans Affairs Agency which has an application deadline of June each year. This year's grant is a maximum of \$62,836 with an initial up-front of \$50,000 for fiscal year of 10/1/24 - 9/30/25.

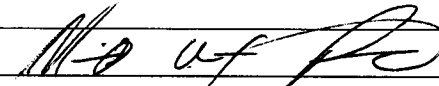
Michael Roof, Director of Grand Traverse County Department of Veterans Affairs is the assigned project manager of the current CVSF grant FY24 (ending 9/30/24) for Leelanau County and is requesting that Leelanau County apply for the FY25 grant to fund the following:

Advertising Campaign: to increase awareness of the benefits and resources available to veterans and their dependents in Leelanau County directing them to Leelanau County Veterans Services in our building to meet with a VA accredited CVSO for assistance and advocacy through newspaper advertising and billboard space when available. Have professionally created flyers/posters that would be distributed throughout the county.

Website Design: To build a 1-2 page website specific for Leelanau County Veterans Affairs under its own domain name. This site will provide more insight into Veterans' Benefits. The hosting will be paid for the first year under the grant, but could be paid for through Leelanau Veterans budget line item (approx. \$300 annually)

Suggested Recommendation:

I move to recommend that Leelanau County approve applying for CVSF Grant FY25 as described with Michael Roof as project manager and authorize the Chair of the Board to sign the grant application on behalf of Leelanau County.

Department Approval: <u></u>	Date: <u>06/06/2024</u>
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FY25 COUNTY VETERAN SERVICE FUND GRANT APPLICATION TEMPLATE

This is the only approved template for use in submitting the County Veteran Service Fund (CVSF) grant request.

Definitions to determine the proper individual to list as a contact can be found in the Grant Guidance. Your Authorizing Official is the person able to accept funds and enter the County into agreements and contracts. This is usually the Chairperson of the Board of Commissioners. The Financial Officer and Authorized Official must be different.

CONTACT INFORMATION

Applicant County	Leelanau		
Total Grant Amount	\$43,600		
SIGMA Vendor Code		SIGMA Address Code	

Project Director	Michael W. Roof		
Mailing Address	2650 Lafranier Rd, Traverse City, MI 49686		
Phone	231-995-6069		
E-mail Address	mroof@gtcountymi.gov		

Financial Officer	Cathy Hartvesvelt		
Mailing Address	8527 E. Government Center Dr, Suttons Bay, MI 49682		
Phone	231-256-8106		
E-mail Address	chartesvelt@leelanau.gov		

Authorized Official	Ty Wessell		
Mailing Address	8527 E. Government Center Dr, Suttons Bay, MI 49682		
Phone	231-256-0120		
E-mail Address	twessell@leelanau.gov		

All assistance, programming, and service initiatives need to be submitted with separate project narrative, budget narrative, and budget request forms. Please duplicate the Project Detail, Budget Narrative, and Excel request sheets as needed for each initiative/program/salaries your county is seeking funding. Attach pages as needed.

Grant amount requested above is the TOTAL of ALL initiatives/programs/salaries.

PROJECT DETAIL

Project Title	Advertising
Grant Focus Area	Enhance / Increase Services

PROJECT NARRATIVE

Detailed project narrative must be provided below:

Overview

Leelanau County Veterans Services is staff through the Grand Travers County Department of Veterans Affairs. There is a VA Accredited County Veteran Service Officer (CVSO) at the Administrators Office every Tuesday to assist veterans with any questions or services.

Advertising Campaign

The Goal of Advertising Campaign is to increase awareness of the benefits and resources available to veterans and their dependents in Leelanau County. The Advertising Campaign will direct them to Leelanau County Veterans Services so that our VA accredited CVSO can advise, assist and advocate for them to receive the veterans benefits to which they are entitled.

We will use various forms of advertising to reach our goal of increasing visits to our office.

Areas of advertising will include:

- Newspaper Ads
- Billboards
- Website Creation
- Department Flyers

BUDGET NARRATIVE/JUSTIFICATION

Budget Narrative/Justification must be provided below. In addition, an **itemized list** of all expenditures, including salary if applicable, must be provided in the Excel budget templates provided. Add Excel spreadsheets as an attachment for each initiative.

Advertising Campaign

Newspaper Ads \$15,600.00

Place news paper ads in the weekly Leelanau Enterprise newspaper. The first ad will be a full page color ad. The following ads will be half page. This is a county where few veterans are connected to the office and we are trying to reach everyone. Many veterans in our county read the local paper and this will provide a big impact of those not driving daily or on the internet.

Billboard Advertising \$16,000.00

Place Billboard advertising on multiple billboards coming out and going into Leelanau County. This is a way to reach those not on social media or listening to the radio.

Website Creation \$10,000.00

Create a domain and website specific for the Leelanau Veterans Affairs office. Staff will have access to maintain and update all information on the site. Site hosting for 1 year will be paid through the grant.

Flyer / Posters \$2,000.00

Create professional flyer/ posters to be distributed throughout Leelanau County to help raise awareness about the office.

PROGRAMMING/INITIATIVE JUSTIFICATION

Programming/initiative justification must be provided below. Describe how the requested programming 1) enhances or increases veteran service provision **over past service provisions**, and 2) connects eligible veterans, servicemembers, dependents or survivors to benefits by an accredited service officer to obtain USDVA health, financial, or memorial benefits.

With the multiple Advertising Campaign projects, it will help reach veterans or dependants who might not know about the Leelanau office.

Through the CVSF grant, we will create a stand alone Leelanau County VA website to help foster connections and push them to the new website.

SUBMISSION OF APPLICATION

Type an "X" in the box for confirmation of the following statements.

I understand that my County must become registered to do business with the State of Michigan prior to receiving any grant funding. Registration is available at the following website: www.michigan.gov/SIGMAVSS .	X
I understand that remote access to the United States Department of Veterans Affairs computing systems to obtain PIV cards for county veteran services officers must be established no later than September 24, 2025.	X
I understand that my County must submit Michigan Veterans Trust Fund applications for emergency assistance prior to utilizing the County Veteran Service Fund when applicable.	X
I have included itemized budget attachments for each initiative/program/salary request.	X
I have included FY17 and current year county budgets for the organization structure that provides assistance to veterans and/or family members.	X
I understand that I should receive an email confirmation of submission of my application within 24 business hours, and if I do not receive an email confirmation, I should contact the agency for confirmation.	X
I understand that the grant agreement must be signed by the Authorized Official before grant funds can be expended.	X

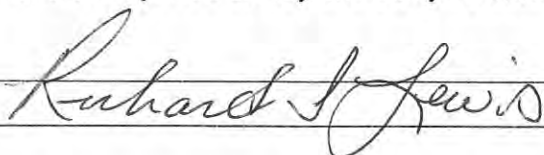
Signature: _____
Authorized Official

Date: _____

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Board of Commissioners</u> <input type="checkbox"/> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>(231) 256-9711</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td><input type="checkbox"/> Select Meeting Type:</td> <td><u>Executive Board</u> <input type="checkbox"/></td> </tr> <tr> <td>Date of Meeting:</td> <td><u>06/11/2024</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type:	<u>Executive Board</u> <input type="checkbox"/>	Date of Meeting:	<u>06/11/2024</u>
Submittal Dates							
<input type="checkbox"/> Select Meeting Type:	<u>Executive Board</u> <input type="checkbox"/>						
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input checked="" type="checkbox"/> Select One: <u>Grant</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ </td> </tr> </table>	Financial/Source Selection Method	<input checked="" type="checkbox"/> Select One: <u>Grant</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>EGLE</u> Address/ Phone: <u>EGLE</u> <u>525 West Allegan St</u> <u>Lansing, MI 48933</u> Description: <u>Grant Application</u> <input type="checkbox"/>				
Financial/Source Selection Method							
<input checked="" type="checkbox"/> Select One: <u>Grant</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
Budgeted Amount: <u>\$ 19,080.00</u> Contracted Amount: _____							
Document Description							
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization							
<p>At the May 21, 2024 Regular Meeting of the Board of Commissioners, gave authorization for preparation of an EGLE Grant through the Community Energy Management Program. The grant application was requested by the Leelanau County Energy Futures Task Force (LCEFTF). The grant submittal is due on or before June 30, 2024.</p> <p>There are five documents in the attachment for you review:</p> <ol style="list-style-type: none"> 1. June 3, 2024 Letter from Mr. Joe DeFors, Chair, LCEFTF regarding the grant application; 2. Request for Proposals for the EGLE Community Energy Management Program; 3. The online filing form outlining the information required for the application; 4. The responses to the online filing form and will be the actual application, if authorized; and 5. The proposed budget and the actual proposed budget application, if authorized. <p>A few highlights regarding the application:</p> <ol style="list-style-type: none"> 1. The overview of the grant application is outlined in Item #8 and #9 of the responses (document #4). 2. If awarded, the grant is reimbursement based, meaning costs must be incurred and paid for before they are reimbursed. This is fairly common practice with the State of Michigan. 3. The County shall be the responsible party for the application and administration of the grant, if awarded. If there are questions regarding the application, the services of Mr. DeFors is required as the Chair of LCEFTF and author of the application. If the grant is awarded, the services of Mr. DeFors will also be necessary to incurring the support from the UofM School of Environmental and Sustainability to perform the survey. These services and those members of the TCEFTF, as indicated in application, are on a voluntary basis. 4. No matching funds are requested or commented from the County. <p>Mr. DeFors and I will be prepared to answers questions of the Commission</p>							
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners submittal of a grant application in the amount of \$19,080 to Michigan Department of Environmental, Great Lakes and Energy: Community Energy Management Program for a county-wide survey and study as outlined in the proposed application.</p>							

Department Approval: _____


Date: 06/04/2024

(1.)

Leelanau County Energy Futures Task Force

June 3, 2024

Administrator Lewis and Board of Commissioners,

Please find enclosed a final copy of the content for an application to the EGLE Community Energy Management Grant Program. The official applicant will be Leelanau County. We seek your approval to move forward with submitting this grant application.

The thrust and intent of this grant application is to learn more about our county in terms of energy use, planning and zoning language, and citizen behaviors and attitudes with respect to energy efficiency and clean energy. The information derived from the project will inform and guide future actions of the task force, and possibly other county actions.

This content was produced by and sent to you from the Leelanau County Energy Futures Task Force.

This package of two documents (application and budget) is sent as a PDF. The actual application is accomplished by inserting this content into an online EGLE application form due no later than June 30. Your prompt action on this request is appreciated, there is an advantage to submitting earlier.

Please feel free to be in touch if you need anything further.

Thank you, Joe DeFors
Chair, Leelanau County Energy Futures Task Force

2



MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

COMMUNITY ENERGY MANAGEMENT PROGRAM

REQUEST FOR PROPOSALS

Issue Date: October 5, 2023

Amendment: January 25, 2024

Response Due: Rolling until June 30, 2024

Michigan Department of Environment, Great Lakes, and Energy
525 West Allegan Street
Lansing, Michigan 48933

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

Amendments

All changes to the Request for Proposals (RFP) as a result of this amendment are shown in highlighted text.

Amendment No.	Date	Description of Amendment
01	January 25, 2024	The purpose of this amendment to the RFP is to add United States Department of Energy – State Energy Program (SEP) funding that is the result of the Bipartisan Infrastructure Law, as enacted in the Infrastructure Investment and Jobs Act, as an additional funding source. This amended RFP also clarifies eligible and ineligible projects, includes additional eligible projects under the Energy Efficiency and Conservation Block Grant (EECBG) Program blueprint, and increases project award amounts.

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Community Energy Management Program Request for Proposals

PART I GENERAL INFORMATION

I-A Purpose

The Michigan Department of Environment, Great Lakes, and Energy's (EGLE) Energy Unit is offering grants for communities to improve energy management and accelerate the implementation of energy efficiency and renewable energy for local governments and tribes. This program is part of the EGLE Catalyst Communities Initiative to provide resources to local public officials as they prepare for climate impacts on emergency response and public health, and support Governor Gretchen Whitmer's climate change priorities through measurable reductions in greenhouse gas emissions in line with the [MI Healthy Climate Plan](#). The State anticipates the grant period will begin January 1, 2024, and will end August 31, 2025.

I-B Program Description

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) protects Michigan's environment and public health by managing air, water, land, and energy resources, and is focused on addressing climate change, diversity, equity, and inclusion. In fiscal year (FY) 2024, EGLE will provide grants to support community energy management in an effort to minimize energy waste, improve energy cost, and reduce greenhouse gas emissions. Applicants must consider the following program objectives, priorities, and tasks in the planning of their proposal.

1. Program Objectives

- a. Assist in advancing local governments' energy-related activities,
- b. Promote energy planning to ensure strategic implementation of energy-related activities,
- c. Promote energy benchmarking and auditing to increase understanding of energy use,
- d. Promote energy efficiency upgrades in appliances, lighting, and building envelopes to reduce energy use and costs,
- e. Promote the adoption of renewable energy systems to reduce energy costs and improve public and environmental health,
- f. Promote community engagement, outreach, and education to increase public awareness and involvement in energy-related activities.

2. Program Priorities

- a. Showcasing energy waste reduction and/or renewable energy as an affordable, reliable, adaptable, and environmentally protective solution for Michigan's energy future. Energy waste reduction, as defined in Public Act 342 of 2016, includes energy efficiency, load management, and energy conservation.
- b. Use of energy audit/assessment results, from a recognized provider such as the **RESTART** program to guide energy efficiency investments.
- c. Driving down the installed cost/watt for renewable energy in Michigan.
- d. Increasing accessibility to renewable energy and/or energy waste reduction and the associated benefits for a broad range of end-users.
- e. Strategic deployment of renewable energy and/or energy waste reduction across the state that leverages regional strengths and opportunities.
- f. Increasing opportunities for business investment, talent enhancement, state branding, and community vitality.
- g. Reducing transportation sector emissions and operation costs through fleet electrification.
- h. Increasing access to publicly available electric vehicle (EV) charging stations, making it possible for more members of the community to switch to EVs.
- i. Support the goals of the MI Healthy Climate Plan.

3. Applicant Tasks

*NOTE: Applicants must clearly and succinctly explain how they will accomplish each required task below **during the grant period**.*

- a. Determine where the applicant is at in the **Energy Management Process**.
- b. Select the following task(s) that the applicant seeks to complete with this proposal:
 - i. Develop energy plans, policies, and/or ordinances.
 - ii. Track building energy data with Energy Star Portfolio Manager.
 - iii. Conduct energy audits.
 - iv. Analyze building energy performance.
 - v. Identify opportunities for energy and cost savings.
 - vi. Perform energy efficiency upgrades.
 - vii. Install renewable energy systems.
 - viii. Host energy-related community engagement opportunities.

- ix. Develop fleet replacement and/or charging infrastructure plans.
 - x. Purchase alternative fuel vehicles, including EVs and plug-in hybrid vehicles.
 - xi. Install electric vehicle supply equipment (EVSE), including charging infrastructure.
 - xii. Implement financial incentive programs, including rebates and energy savings performance contracts.
 - xiii. Support workforce development and curriculum design, including the implementation of classroom or virtual training programs.
 - xiv. Carry out other energy-related activities.
- c. Determine the applicant's next steps in the Energy Management Process.
 - d. Ensure proper and best use disposal of materials used or removed through the project work (recycling, vehicle scrapping/selling, electronic waste disposal, etc.).

I-C Grant Award

A total of \$5,850,000 in funding is available through the U.S. Department of Energy (DOE)'s State Energy Program (SEP) and Energy Efficiency Conservation Block Grant Program (EECBG). \$150,000 of this total is available through the SEP's annual allocation, \$3,000,000 is made available through the SEP's Bipartisan Infrastructure Law (SEP BIL) allocation, and the remaining \$2,700,000 is made available through the DOE's EECBG program. The minimum and maximum grant award size for these allocations is:

1. Minimum individual grant award is **\$5,000**.
2. Maximum individual grant award is **\$100,000**.

At least 40 percent of the total program funding will be granted to entities located in disadvantaged census tracts according to the Climate and Economic Justice Screening Tool. Applicant(s) must provide a complete Budget using the Approved Budget Form (See Section II-B). Budgets must be itemized and be accompanied by a budget narrative which adequately describes each budget category. This is a reimbursement-based opportunity, costs must be incurred and paid for before they are reimbursed. The grant(s) awarded from this Request for Proposals (RFP) will be subawards of the State's federal award from the DOE's SEP, the DOE's SEP BIL, and the DOE's EECBG. As such, the grant will adhere to all federal grant requirements.

Match is not required for this opportunity; however, applicants are encouraged to provide documentation on any applicable match or leveraged funds for the

project. Reference Section IV-A for details on acceptable match types.

The Energy Unit will award funds to applicants that agree to the terms set forth in this RFP and the [Grant Agreement](#). The Energy Unit, an entity within the Department of Environment, Great Lakes, and Energy (EGLE), will be the primary contact with selected applicants to negotiate the scope of work, budget, reporting periods, report format, and reporting content. All other requirements are non-negotiable. Funds must be expended by August 31, 2025.

I-D Eligibility Criteria

[For the SEP portion of the funds any](#) local government, tribal government, or other public service entity physically located in Michigan is eligible to apply. [For the EECBG portion of the funds, any local government or tribal government physically located in Michigan that did not receive direct EECBG funding allocations is eligible to apply \(see the Local Government EECBG Funding Allocations or the Indian Tribe EECBG Funding Allocations for a list of direct recipients\)](#). At least 40 percent of the program funding will be granted to entities located in disadvantaged census tracts according to the Climate and Economic Justice Screening Tool. [At this time, public schools and universities are not eligible to apply for the CEM program](#). Former Community Energy Management Program recipients must wait at least one program year following their most recent award before being eligible to apply again.

Eligible projects must involve/address energy management, energy efficiency, renewable energy, [fleet electrification, EV charging infrastructure, sustainable financing solutions, and/or clean energy workforce development](#). Potential projects may include, but are not limited to:

1. [Creating or](#) updating plans, policies, and/or ordinances to include energy systems, green building standards, climate change adaptation, [and resiliency](#).
2. Benchmarking energy usage, water usage, and greenhouse gas emissions.
3. [Energy efficiency assessments, including](#) ASHRAE Level I or II audits.
4. Energy efficiency upgrades, [such as lighting fixture replacements, HVAC upgrades, building insulation improvements, window, and door retrofits, etc.](#)
5. Renewable energy projects, [such as site and project savings assessments, stakeholder engagement, installation of solar panels and battery storage, etc.](#)
6. [Development of climate, sustainability, energy efficiency, renewable energy, fleet replacement, or EV charging infrastructure strategic plans.](#)
7. [Implementation of financial incentive programs, including rebates and energy savings performance contracts for existing facilities; grants and loans to support energy efficiency, renewable energy, and sustainable transportation](#)

- projects, loan loss reserves, interest-rate buy down programs, PACE programs, and loan guarantees.
8. Installation of Level 1, Level 2, or Direct Current (DC) Fast Charging infrastructure, and other related EVSE.
 9. Purchasing alternative fuel vehicles, plug-in hybrids, and electric vehicles.
 10. Workforce assessments and program design, including the implementation of classroom or virtual training programs, and/or curriculum development.
 11. Public engagement, education, program promotion, and/or outreach.
 12. Support for staff capacity, trainings, and/or workshops

NOTE: Renewable energy projects will only be considered after all, or a majority of, energy efficiency upgrades have been completed as identified in an ASHRAE Level II audit and that fall under the NEPA categorical exclusions.

NOTE: Installation of EVSE, including testing measurements to assess the safety and functionality of the EVSE (restricted to existing footprints within an existing parking facility, defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles which would not require any ground disturbance). All activities must use reversible, non-permanent techniques for installation, and where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity. EVSE shall be placed in minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and be limited to the current electrical capacity. This applies to Level 1, Level 2, and Level 3 (also known as Direct Current [DC] Fast Charging) EVSE for community and municipal fleets.

Eligible projects must involve/address the applicable tasks set forth in Section I-B(3). Impacted facilities must be occupied and have long range plans of continued use. All eligible applicants must provide a Unique Entity Identifier (UEI) number from the System for Award Management (SAM.gov) website. **UEI registration can take up to 10 business days to become active.**

I-E Ineligible Projects

1. Projects deemed illegal under the law or inappropriate under contract management standards.
2. Projects considered scientifically unsound or significantly increase risks to workers and/or the public.
3. Projects that will not be conducted in Michigan.
4. Projects involving demonstration of non-commercially available equipment and technologies.

5. Projects that cannot be shared with or have restricted transferability to other entities in Michigan.
6. Projects not directed to or lacking significant onsite energy waste reduction and/or renewable energy benefits.
7. Projects requiring an environmental assessment study under the [National Environmental Policy Act \(NEPA\) of 1969](#) (Title 42 of the United States Code (U.S.C.) Section 4321 *et seq.*), unless the applicant can show proof of the DOE's approval of the project.
8. Infrastructure projects wherein the construction materials, manufactured products, and iron and steel are not produced in the United States (See Section IV-K).
9. **Renewable energy projects greater than 60kW DC for solar arrays and/or 1,000 kWh of battery storage.**

I-F Issuing Office and Point of Contact

This RFP has been issued by EGLE's Energy Unit. Questions that arise as a result of this RFP must be submitted to the Energy Unit by email only. All questions must be submitted on or before 5:00 p.m. (ET), May 1, 2024. All questions regarding this solicitation should be directed to:

Cody Evans
EvansC26@Michigan.gov

I-G Changes to the RFP and Responses to Questions

Written answers to questions, changes, and/or clarifications will be posted on the program webpage by May 15, 2024.

I-H Proposals

To be considered, applicants must submit a complete response to this RFP, addressing the Program Objectives, Program Priorities, and Applicant Tasks listed in the Program Description I-B, and using the format and attachments provided in Part II.

I-I Response Date

Proposals will be accepted until all funding is expended, or until 5:00 p.m. EST, June 30, 2024, whichever comes first. Awards will be granted on a first come, first served basis, at the discretion of the Energy Unit and program priorities.

PART II

INFORMATION REQUIRED FROM APPLICANTS.

The following information must be submitted by all applicants to be considered. Failure to attach/include the requested information will result in the rejection of the proposal.

1. Online Application (see link and instructions below)
2. Approved Budget Form (see link and instructions below)
 - a. If an indirect cost rate is used in the budget, the Certificate of Indirect Costs (included in the Proposal Worksheet) must be selected, signed, and submitted (see link and instructions below) [if applicable]
3. Material certification [if applicable]
4. Documents of previous energy management work [if applicable]
5. Price estimates or quotes for the proposed project [if applicable]
6. Most recent copy of the A-133 or outside audit OR the most recent financial statements (balance sheet and income statement). Applicants that receive cumulative federal funding of over \$750,000, or that receive a single state award over \$500,000 are required to provide an A-133 single audit [if applicable]
7. State Historic Preservation Office (SHPO) Section 106 Review Form (see link and instructions below) [if applicable]
8. National Environmental Policy Act (NEPA) Form (see link and instructions below) [if applicable]
9. Build America, Buy America Waiver Request Form (see link and instructions below) [if applicable]

Please see instructions below for additional information:

II-A Online Application

Complete the [Online Application](#). Questions marked with an asterisk (*) require a response. Applicable materials listed in Section II must be uploaded within the Online Application. Applicants can submit their completed Online Application by clicking the "Submit" button on the bottom of the application page.

NOTE: DO NOT CLOSE THE ONLINE APPLICATION PRIOR TO SUBMITTING, OR ELSE ALL PROGRESS WILL BE LOST.

II-B Approved Budget Form

1. Applicant(s) must use the [Approved Budget Form](#). All budget categories must be addressed. Please use "N/A" or "None" to indicate there are no costs associated with a given budget category.

2. The following costs are **disallowed**: sick pay, holiday pay, paid vacation time, payroll taxes, vehicles, computers, real property (e.g., land and buildings), parking, tuition reimbursement/remission, vehicle allowance, car rental, subscriptions, dues, memberships, and repair of buildings and structures.
3. All applicants must provide a **minimum 0 percent (0%) match** of the total requested grant funds (aka "State share"). The sum of the State share plus the recipient share will equal the total allowable project cost.
4. **Personnel** – include all staff performing work on the project. For each staff person, provide their name, job title, annual salary/wages, and percent of time dedicated to the grant project.
NOTE: The State will require Davis-Bacon Act or prevailing wage rates to be paid.
5. **Fringe Benefits** – allowable benefits typically include health insurance, dental insurance, and optical insurance. For each listed staff person, provide their fringe benefit rate, and confirm their annual fringe benefit cost. Applicants will be required to detail/justify the fringe rates given in their proposed budget prior to an agreement being finalized. If fringe cost rates are approved by a federal agency, identify the agency and date of latest rate agreement, and include a copy of the rate agreement with the application. If fringe cost rates are not approved by a federal agency, explain how total fringe benefit costs were calculated. Your calculations should identify all rates used along with the base they were applied to (and how the base was derived), and a total for each (along with the grand total).
6. **Contractual Services** – include all anticipated service contracts required for the project. All sub-recipients, vendors, contractors, and consultants and their estimated costs should be identified. Provide the vendor or contract name, the service to be provided, and the dollar amounts to be paid using grant funds and/or matching funds. Use to be determined if the entity is unknown. Include the basis of cost for each item (competitive, historical, quote, catalog, etc.).
7. **Supplies & Materials** – include items costing less than \$5,000 per unit or a useful life expectancy of less than one year. Supplies are generally consumed during the project performance. Supply items must be direct costs to the project and not duplicative of supply costs included in the indirect pool that is the basis of any indirect rate applied for this project. Provide the item, unit cost, and quantity of units. Confirm the matching funds amount, if applicable.
8. **Equipment** – include items costing \$5,000 or more per unit and having a useful life of one year or more. Provide the item, unit cost, quantity of units, and the dollar amounts to be paid using grant funds, and/or matching funds. List all proposed equipment and briefly justify its needs as it applies to the

objectives of this proposal. If the equipment is being proposed as cost match and was previously acquired, provide the value of its contribution to the project and a rationale for the estimated value shown. If it is new equipment that will retain a useful life upon completion of the project, provide a rationale for the estimated value shown. Also, indicate whether the equipment is being used for other projects or is 100% dedicated to this project. Equipment purchases will require additional documentation, such as Lien or Uniform Commercial Code Filing, and the State of Michigan listed as the lienholder/creditor for 5 years prior to reimbursement.

9. **Other Direct Costs** – include all other known direct costs not otherwise categorized or disallowed. Provide the title/name and the cost of each item/service listed.
10. **Travel** – include all mileage, lodging, meals, and other known travel costs. Provide travel costs separately as mileage, lodging, meals, and other known travel costs. All listed travel must be necessary or beneficial to the performance of the proposed project. State of Michigan travel rates must be used for all travel expenses. The most recent State of Michigan Travel Rates are posted by the [Michigan Department of Technology, Management & Budget](#).
11. **Indirect Rate** – provide the indirect rate (up to 10 percent maximum) used by applicant's organization as a percentage of the **total direct cost**. If the applicant's indirect cost rate has been approved by a federal agency, identify the agency, date of the latest rate agreement, and submit a copy of the agreement with the application.
NOTE: Applicant(s) will be required to justify their indirect rate given in their budget if it exceeds 10 percent. Additionally, all applicants including an indirect rate must sign and submit a [Certificate of Indirect Costs](#).
12. **Incurring Costs** – The State is not liable for any costs incurred by an applicant prior to issuance of a Grant Agreement. The following documentation will be required by selected applicants to receive reimbursement:
 - a. Receipt/Invoice or payroll summary for cost incurred.
 - b. Proof of payment via bank statement, ACH payment, or scanned cashed check.
NOTE: All match types (cash, in-kind, third-party) will be held to the same documentation requirements.

Additional Budget Information:

1. In the event of a partially funded proposal, selected applicant(s) will be required to submit a revised proposal before entering into a Grant Agreement.

The proportion of direct costs to indirect costs will remain the same as in their original request. *New line items to the revised budget are not allowed.*

2. Selected applicant(s) assumes the responsibility for ensuring the grant project is performed within the established timeline.
3. If the entire State share of the grant award is expended, the entire in-kind and/or matched funds must be spent and supported by source documentation. If the entire State share of the grant award is not spent, the in-kind and/or matched funds may be reduced proportionately by the percentage of the grant award not spent.
4. Selected applicant(s) may not commingle award funds with current or future awards received from the DOE. Financial assistance from each funding source must be managed, reported, and accounted for separately from all other funding sources.
5. Should selected applicant(s) cease business operations or dissolve the program established under the grant agreement, existing capital must be returned to the State of Michigan.

II-C Certificate of Indirect Costs

If an indirect cost is included in the proposed budget, it must be certified using the [Certificate of Indirect Costs](#). The certificate must be signed on behalf of the organization by an individual at a level no lower than vice president or chief financial officer of the organization that submits the proposal. This certification is included within the proposal worksheet and must be checked to certify.

PART III SELECTION CRITERIA

All proposals received shall be subject to an evaluation by EGLE's Energy Unit. The evaluation will be conducted in a manner appropriate to select the applicant(s) for the purpose of entering into a [Grant Agreement](#) to perform the proposed project within the established timeline. Initial screening of the applications will be conducted to ensure applicants and projects meet all eligibility requirements.

Proposals failing to meet the eligibility requirements described in Section I-C, that do not comply with the requirements of the Grant Agreement, and/or which are incomplete, **will be rejected automatically**. Proposals meeting the eligibility requirements will be evaluated according to the scoring criteria and weighting factors below.

III-A [Proposal Selection](#)

[Submitted applications will go through an eligibility evaluation and risk assessment. Awards will be given at the discretion of the Energy Unit and](#)

program priorities on a first come, first served basis until all the funding is committed or until the application deadline of June 30, 2024. Priority will be given to applicants who are in disadvantaged census tracts, identified through the Climate and Economic Justice Screening Tool, and/or have not received CEM funding in the past two years.

III-B Project Clarifications/Revisions

During the proposal review process, applicants may be contacted for clarification and for the purpose of negotiating changes in project activities, timetables, and budgeted costs. The Issuing Office reserves the right to award funds for an amount other than that requested and/or request changes to, or clarification of, the proposed project.

III-C Rejection of Proposals

EGLE's Energy Unit reserves the right to reject any and all proposals received as a result of this RFP or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the State and the Energy Unit. The Energy Unit will not pay for the information solicited or obtained as a result of a consultant/vendor's response to any RFP.

III-D Acceptance of Proposal Content

The contents of this RFP and the proposal of the selected applicant become grant obligations if a grant award ensues. Failure of the selected applicant to accept these obligations shall result in cancellation of the award.

The successful applicant(s) will be required to accept all terms and enter into a Grant Agreement with the State within 45 calendar days of being notified of funding availability. The Agreement consists of standard contract language, applicant's work plan, timetable, and budget information, a compensation clause that adheres to guidelines in this solicitation, and terms and conditions that outline additional requirements.

PART IV
ADDITIONAL INFORMATION

IV-A Acceptable Match Types

Applicants may use cash, bond proceeds, tax-exempt leasing and/or Michigan SAVES financing for some or all of their match, and those that do will receive favorable consideration. Match may be categorized as in-kind or monetary from a third-party, or in-kind or monetary from the applicant organization. Match is subject to the same backup documentation as expenses incurred.

IV-B SIGMA Vendor Registration

All selected applicants must be registered as a vendor of the State of Michigan on the SIGMA Vendor Self Services (VSS) before entering into a Grant Agreement. If you are an existing vendor and have an account in Sigma VSS, please verify that all your account information is correct. If not, please use the Sigma VSS to register. This website is for the exclusive use of the vendors and individuals intent on doing business with the State of Michigan and allows you to be paid in the event that you are awarded a contract. **Your registration may take up to two weeks to be processed.**

IV-C News Releases

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

IV-D Disclosure of Proposal Contents

All information in a bidder's proposal and any Grant resulting from this RFP is subject to the provisions of the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231, *et seq.*

IV-E Copyrighted Materials

See Section VI of the [Grant Agreement](#) for a summary of intellectual property provisions.

IV-F Prime Applicant Responsibilities

The selected applicant will be required to assume responsibility for all grant activities offered in the proposal whether or not that applicant performs them. Further, the State will consider the selected applicant (Recipient) to be the sole point of contact with regard to grant matters, including but not limited to payment

of any and all costs resulting from the anticipated grant. If any part of the work is to be subcontracted, the Recipient must notify their Grant Manager and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, descriptive information concerning subcontractor's organizational abilities, Federal Employer Identification Number (FEIN), UEI number, and/or state license number. The State reserves the right to approve subcontractors for the project and to require the Recipient to replace subcontractors found to be unacceptable. The Recipient is totally responsible for adherence by the subcontractor to all provisions of the Grant. For additional information, see Section VII and VIII of the [Grant Agreement](#) for a summary of delegation provisions.

IV-G Partner Responsibilities

Organizations partnering with selected applicant(s) must comply with the requirements of the solicitation and will be held to the same standards as prime applicants.

IV-H State Historic Preservation Office (SHPO) Section 106 Review Form

If the applicant is conducting ground-disturbing activity or work on a building(s) that is/are at least fifty years of age or older, applicant must complete in full the State Historic Preservation Office Application for Section 106 Review. The review process must be completed prior to the expenditure of federal funds. No project that results in an adverse effect to a historic property will be considered for funding. Projects may be modified to avoid adverse effects. **Submit this form with your proposal. EGLE's Energy Unit will review and forward to the State Historic Preservation Office, as necessary.**

IV-I National Environmental Policy Act (NEPA) Form

All activities undertaken with grant funds must comply with the [National Environmental Policy Act \(NEPA\) of 1969](#) (42 U.S.C. Section 4321 *et seq*). It is the Recipient's responsibility to acquire all necessary environmental permits to operate in the State of Michigan. **Submit this form with your proposal for review.**

IV-J Davis-Bacon Act Requirements

The Davis-Bacon Act requires that all laborers and mechanics that are non-government employees receive prevailing wages. This requires that the Department of Labor wage rate report is included with agreements that are affected by the Davis-Bacon Act requirement. If applicable, all positions that are related to an agreement subject to the Davis-Bacon Act must be classified

accordingly. Weekly time reporting requirements and necessary forms are listed in the Grant Agreement, Addendum to Part II. Detailed information about the Davis Bacon Act can be found at the [U.S. Department of Labor website on federal Contracts-Working Conditions](#).

IV-K Build America, Buy America Act Requirements

The [Build America, Buy America Act \(BABA\)](#), enacted as part of the [Infrastructure Investment and Jobs Act](#), established a domestic content procurement preference for all federal financial assistance obligated for infrastructure projects after May 14, 2022.

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials¹ are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

¹ Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- Non-ferrous metals,
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- Glass (including optic glass),
- Lumber, or
- Drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Waiver Process

When necessary, an applicant may request a waiver from the BABA requirements. This request must be first submitted to EGLE since EGLE is the prime recipient of the federal funds. EGLE will then review the waiver request, and if warranted, submit it to the DOE. Waiver requests are subject to review by the DOE and the Office of Management and Budget (OMB), as well as a public comment period of no less than 15 calendar days. Waiver requests will be made publicly available on the DOE’s and OMB’s websites. The DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. Waiver requests may take up to 90 calendar days to process. **To be considered for a waiver from the BABA requirements, submit [this form](#) with your proposal for review.**

NOTE: A proposal that fails to meet the BABA requirements without an approved waiver request will not be eligible for funding.

ONLINE APPLICATION

③



2024 Community Energy Management Program

Program Summary

The Community Energy Management Program (CEM) is designed to meet applicants where ever they are on the energy management spectrum. Accordingly, CEM can be used to fund a range of energy-related projects such as, but not limited to, energy management, energy efficiency, renewable energy, fleet electrification, EV charging infrastructure, sustainable financing solutions, and/or clean energy workforce development. Review the Eligibility Criteria section of the request for proposals to see the full list of eligible projects.

**Renewable energy projects will only be considered after all, or a majority of, energy efficiency upgrades have been completed as identified in an ASHRAE Level II audit.*

Eligibility Requirements

Applicants must be physically located in Michigan and one of the following:

- Local government
- Tribal government
- Other public service entity

**At this time, public schools and universities are not eligible to apply for the CEM program.*

Priority will be given to applicants who are in disadvantaged census tracts and/or have not received CEM funding in the past.

Funding Amount

A total of \$5,850,000 in funding is available through the U.S. Department of Energy (DOE)'s State Energy Program (SEP) and Energy Efficiency Conservation Block Grant Program (EECBG). \$150,000 of this total is available through the SEP's annual allocation, \$3,000,000 is made available through the SEP's Bipartisan Infrastructure Law (SEP BIL) allocation, and the remaining \$2,700,000 is made available through the DOE's EECBG program.

Award Process

Submitted applications will go through an evaluation and risk assessment. Selected applicants will be notified of the funding decision via email. If awarded, the awardee will receive a grant agreement that depicts the terms and conditions of the award. **EGLE WILL NOT REIMBURSE ANY EXPENSES THAT**

WILL NOT REIMBURSE ANY EXPENDITURES THAT HAVE OCCURRED BEFORE A GRANT AGREEMENT HAS BEEN EXECUTED.

Proposals will be accepted until all funding is expended, or until 5:00 PM ET, June 30, 2024, whichever comes first.

1 Organization Information

Organization Name

Address

City

State

ZIP

County

Website

Federal ID # (TIN/EIN)

Unique Entity ID #
(Required for Federal Awards) To register, click [HERE](#)

State of Michigan
SIGMA Vendor Self
Service ID # (Begins With "CV" or "VS") To register, click [HERE](#)

2 Organization Type

- Local Government (County, Township, City, Village)
- Tribal Government

Other Public Service Entity (Please Specify)

3 Eligibility Type

- Disadvantaged census tract To determine if your community is in a disadvantaged census tract, click [HERE](#)
- Other

New Applicant

4 Contact Information for Project Manager

Contact Name

Contact Title

Organization

Email Address

Phone Number

5 Contact Information for Authorized Negotiator

Contact Name

Contact Title

Organization

Email Address

Phone Number

6 Has the applicant conducted any previous energy management work (e.g., energy plans, benchmarks, audits, projects, etc.)?

- Yes
- No

If yes, please describe the previous energy management work and upload any relevant documents.

7 Requested award amount (maximum is \$100,000).

8 State the problem and describe the need for the proposed project.

9 Provide a concise overview of the proposed project.

10 List the task(s) that the applicant seeks to complete with this proposal (according to Section III-D in the RFP) and describe how each task will be accomplished.

11 Briefly describe the plan to dispose of any materials generated as a result of the proposed project (e.g., old light bulbs, appliances, etc.).

12 Anticipated Project Deliverables

Number of Energy Plans/Policies/Ordinances Created

Number of Buildings Benchmarked

Number of Buildings Audited

Number and Type of Energy Efficiency Upgrades

Number and Type of Renewable Energy Projects

Number of Education/Engagement Sessions

Annual Cost Savings (\$/year)

Annual Electricity Savings (kWh/year)

Annual Natural Gas Savings (ccf/year)

Other Deliverables

13 Anticipated Project Timeline

Start Date

End Date

14 Will the applicant use any utility rebates for the proposed project?

- Yes
- No
- Unsure

If yes, please provide the name of the applicant's utility provider and indicate what rebates will be used.

15 Has the applicant received \$750,000 or more in federal awards during their current fiscal year?

- Yes
- No

If yes, please list the federal awards and upload the most recent copy of the applicant's A-133 audit.

16 Does the applicant have any pending litigation or existing legal obligations which may impact their ability to perform the proposed project?

- Yes
- No

17 Approved Budget Form *To download, copy [THIS LINK](#) and paste it into a new tab in your*

browser

Please attach the completed Approved Budget Form for this proposal. Additional instructions and information can be found under Part II-B of the Request for Proposals.

Choose File

No file chosen

18 Certificate of Indirect Costs (If Applicable) To download, click [HERE](#)

Please complete and upload the Certificate of Indirect Costs if the applicant is using an indirect cost rate in their budget.

Choose File

No file chosen

19 Material Certification (If Applicable)

Please attach the material certification for proposed equipment that demonstrates Buy America and Build America, Buy America compliance.

Choose File

No file chosen

20 Energy Management Documents (If Applicable)

Please upload any evidence of previous energy management work (e.g., energy plans, benchmarks, audits, projects, etc.)

Choose File

No file chosen

21 Price Estimates/Quotes (Optional)

Please upload any price estimates or quotes for the proposed project.

Choose File

No file chosen

22 A-133 Audit (If Applicable)

Please upload the applicant's most recent A-133 audit if the applicant has received \$750,000 or more in federal awards during their current fiscal year.

Choose File

No file chosen

23 State Historic Preservation Office Section 106 Review Form (If Applicable) To download, copy [THIS LINK](#) and paste it into a new tab in your browser

Please complete and upload the State Historic Preservation Office Section 106 Review Form if the applicant is conducting ground-disturbing activity or work on a building(s) that is/are at least fifty years of age or older.

Choose File

No file chosen

24 National Environmental Policy Act Form (If Applicable) *To download, copy [THIS LINK](#) and paste it into a new tab in your browser*
To check applicability, click [HERE](#)

Please complete and upload the National Environmental Policy Act Form if the applicant is conducting activities that may require NEPA review.

No file chosen

25 Build America, Buy America Act Waiver Request Form (If Applicable) *To download, copy [THIS LINK](#) and paste it into a new tab in your browser*

Please complete and upload the Build America, Buy America Act Waiver Request Form if the applicant would like their project to be considered for a waiver from the Build America, Buy America Act requirements.

No file chosen

26 Additional Documents (Optional)

Please upload any supplemental files.

No file chosen

27 Assurances

- Applicant certifies they are authorized to negotiate and bind the applicant to the provisions listed in this application.
- Applicant understands that this application is not a guarantee of funding. Funding is subject to availability on a first come, first served basis until funding is depleted.
- Applicant agrees that all work will be performed following all applicable Federal and State rules and regulations, as well as local ordinances.
- Applicant understands that they will be notified of the funding decision by email. Funds will be dispersed only on a
- Project(s) must be complete by August 31, 2025 (unless otherwise approved). Applicant agrees to submit a payment request within 30 days of project completion, that includes proper backup documentation, and includes a brief final summary of the completed project.
- State of Michigan reserves the right to award a different amount than the requested amount.
- If awarded, applicant agrees to benchmark its building(s) using ENERGY STAR Portfolio Manager and share the data with State of Michigan (if applicable)
- By submitting this

reimbursement basis. Should the applicant organization be funded, a grant agreement will be sent to them.

Applicant acknowledges that they are registered or will register as a vendor with the State of Michigan on [SIGMA Vendor Self Service](#).

application, I certify (1) to the statements contained in this list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I will also provide the required assurances and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

Submit



④

EFTF Community Energy Management Program
- GRANT APPLICATION RESPONSE -
<https://www.surveymonkey.com/r/CEMFY24>

Grant contact: Cody Evans
EvansC26@Michigan.gov
517-930-4755

1. Organization Information

Leelanau County

8525 E. Government Center Drive,

Suttons Bay, MI 49682

County: Leelanau

Web Site: <https://www.leelanau.gov/>

EIN: 46-1385335

Phone: 231-256-8100

Entity ID:

SIGMA ID:

2. Organization Type: Local Government

3. Eligibility Type: New Applicant

4. PM Contact Info:

Joe DeFors
Chair
Leelanau County Energy Futures Task Force
joesotherstuff@gmail.com
517-881-6824

5. Authorized Negotiator Contact Info

Ty Wessell
 Chair
 Leelanau County Board of Commissioners
 twessell@leelanau.gov.
 231-432-0066

6. Previous EM Work? No
7. Requested Amount: \$19,080
8. Problem Statement.

In September 2023 the Leelanau County Board of Commissioners saw fit to create the Leelanau County Energy Futures Task Force with a mission "To identify opportunities and facilitate implementation of energy efficiency and renewable energy in Leelanau County." Since that date the task force has embarked on a wide range of public education, research and projects in pursuit of its mission.

In our initial formative months we have recognized that we are working under one significant handicap - we lack hard data to inform and guide our efforts. Specifically, **with respect to energy efficiency and renewable energy**, we need up to date, accurate and granular data on:

- **Community Energy Use**
- **Assessment of current planning and zoning language in our county and townships**
- **Current citizen behaviors and choices**
- **Current citizen attitudes**

If approved, this grant, will provide financial support for a county-wide survey and study, designed and conducted by graduate student-professionals. It will address this information gap and thus inform the work and direction of the Leelanau County Energy Futures Task Force immediately, and for years to come.

9. Project Overview

In particular, our proposal will directly address the first three of the stated Community Energy Management Program objectives:

- a. Assist in advancing local governments' energy-related activities.

b. Promote energy planning to ensure strategic implementation of energy-related activities.

c. Promote energy benchmarking and auditing to increase understanding of energy use.

With this data in hand, the Leelanau County Energy Futures Task Force will be enabled to pursue a variety of other projects in the county that will address the remaining (d-f) program objectives.

This project has two major components.

First, sited in the state of Michigan, we have the extraordinary opportunity to work with the highly esteemed University of Michigan, School of Environment and Sustainability (U of M SEAS) graduate students in their thesis projects. As a capstone moment in their graduate program, these *“Master's Projects are interdisciplinary capstone experiences that enable SEAS master's students to develop solutions to pressing problems faced by real-world clients. Students work on research teams with client organizations and faculty advisors to address complex environmental issues and design innovative, impactful products.”*

To access this opportunity, Leelanau County must prepare a project concept, align with an appropriately skilled SEAS faculty advisor, then present the project proposal to the assembled graduate students. Students consider the various project offerings, then self-assemble into teams who have a shared interest in a project proposal.

Beyond an interest in the core project concept, other enticements such as student stipends, travel, food and lodging expenses, and funding adequate to cover project logistics can be used as inducements to attract a skilled student team.

The task force has past experience in this realm; some task force members working with a local clean energy nonprofit organization (Leelanau Energy) have previously worked on two prior projects with the U of M SEAS program.

Second, (but chronologically first to occur) is obtaining a Community Energy Management grant award to support project expenses. Anticipated costs are the following:

- Student stipends
- Travel, food and lodging expenses for student team work visits to the area.
- Survey expenses, as yet to be determined, but expected to include printed materials, respondent inducements, advertising in local media, software, etc.
- Conference costs for a public/community event to share and discuss project findings.

Financial support for this project is essential. While the program and students are highly esteemed, they are nevertheless students without other funding to support their work. With a project site over 220 miles from the U of M campus, the cost of logistics if not addressed, is a major impediment.

10. Tasks

a. Through its Energy Futures Task Force, Leelanau County currently has work underway in all of the first three steps of the Energy Management process. Specifically: If awarded, this grant addresses the first step by obtaining a detailed understanding of energy consumption in our community. Through its Education and Energy Efficiency workgroup, the task force has instituted a citizen educational program utilizing an existing monthly publication that specifically addresses step two, energy waste. And finally, with respect to step three, we have plans for a 367 kW solar-over-parking installation at our county government center that will generate fully one third of the electricity currently required by the entire campus complex.

b. The mission and work of the Leelanau County Energy Futures Task Force is broad and far reaching. We have identified three major areas of interest and broken down into workgroups accordingly: Education and Energy Efficiency, Clean Transportation, and Projects (actively building out renewable energy solutions in the County). As such, present and future task force initiatives touch on many of the listed tasks. Receipt of this grant award will allow us to immediately and directly address three specific tasks and will contribute to the completion of others in the years to come. Specifically:

Completed with this grant award,

i. Develop energy plans, policies, and/or ordinances. One component of our project will be to assess the presence or absence of planning zoning language pertaining to wind and solar energy. A clear understanding of where language is currently in place, and whether it is supportive or obstructive, will allow us to strategically focus future efforts toward the creation and adoption of clean energy friendly planning and zoning.

v. Identify opportunities for energy and cost savings. Energy efficiency and the resulting cost savings is a central part of our task force mission and work. Every aspect of the survey questions and results, but especially those asking about citizen behaviors and attitudes, will serve to better inform and target these efforts.

viii. Host energy-related community engagement opportunities. This project will culminate with a major, community wide conference to share and discuss the project and its results. We will solicit participation from all units of local government, businesses, nonprofit organizations and community members. Led by the student research team and task force team members, we will use this opportunity to educate and promote energy efficiency and clean energy opportunities and hurdles with the greater Leelanau community.

Task completion in the future:

The data provided by this grant award will be used to inform, prioritize and guide the work of the Leelanau County Energy Futures Task Force for years to come. Given our mission, we anticipate that in the future, data from this project will ultimately benefit the Leelanau community in these additional task areas as well:

- iii. Conduct energy audits.
- iv. Analyze building energy performance.
- vi. Perform energy efficiency upgrades.
- vii. Install renewable energy systems.

c. As evidenced by our internal organization into three major workgroups, Education and Energy Efficiency, Clean Transportation and Projects (building out new clean generation), the Energy Futures Task Force has intentions to aggressively work in all three of these topic areas in and for our Leelanau community.

11. Disposal: Not applicable to this project. None

12. Anticipated Deliverables

The primary deliverable from this project will be granular data in five major areas of interest:

1. Community Energy Use Profile
2. Assessment of current planning and zoning language in our county and townships with respect to energy efficiency and clean energy adoption
3. Current citizen behaviors and choices with respect to energy efficiency and renewable energy
4. Current citizen attitudes with respect to energy efficiency and renewable energy
5. Community (respondent) demographics and other data as suggested by U of M SEAS project team

Two of the five, community energy use data and an assessment of current planning and zoning language will result from deep research into existing facts and data. The remainder, demographics, citizen behaviors, choices and attitudes will be developed through a community survey instrument.

In particular, it is recognized that the reliability of survey data is often (and sometimes appropriately) questioned. In order for a survey to provide sound, consistent, and relevant evidence, the information it provides must be both reliable and valid. Thus, it is imperative that these data are derived from a professionally developed survey tool. This is a major reason why we have chosen to partner with the esteemed University of

Michigan, SEAS graduate program as they have deep expertise and experience developing academically rigorous survey instruments.

As described in greater detail in #10 Tasks above, the final project deliverable will be a community wide conference to share and discuss the project, its results, their implications for the future, as well as a question and answer period for public participation.

13. Anticipated Timeline

With an award from the Community Energy Grant Program we will move on to submitting a project proposal to the University of Michigan, SEAS capstone program. The deadline for our submission there is December 1, 2024, with a response as to whether or not our proposal was selected by the end of January, 2025. If our project is selected the following timeline is established by the U of M program:

- 2025, March-April, Clients and Project teams finalize project proposal and work plan.
- 2025, May - August, Project team research, data sharing, introductions to key local offices and officials
- 2025, Project work continues through student's fall and winter terms
- 2025, April, Capstone conference at U of M, final project presentation and reports delivered.

14. Utility Rebates? No

15. Prior Awards? No

16. Pending Litigation? No

17. Budget Form. Attached.

18. Certificate of Indirect Costs: N/A

19. Material Certification: N/A

20. EM Documents: N/A

21. Prices Estimates / Quotes? None

22. A-133 Audit: N/A

23. Historic Preservation: N/A

24. Environmental Policy Act. N/A

25. Build America Waiver: N/A

26. Additional Documents

27. Assurances.

- Applicant certifies they are authorized to negotiate and bind the applicant to the provisions listed in this application.
- Applicant understands that this application is not a guarantee of funding. Funding is subject to availability on a first come, first served basis until funding is depleted.
- Applicant agrees that all work will be performed following all applicable Federal and State rules and regulations, as well as local ordinances.
- Applicant understands that they will be notified of the funding decision by email. Funds will be dispersed only on a reimbursement basis. Should the applicant organization be funded, a grant agreement will be sent to them.
- Applicant acknowledges that they are registered or will register as a vendor with the State of Michigan on [SIGMA Vendor Self Service](#).
- Project(s) must be complete by August 31, 2025 (unless otherwise approved). Applicant agrees to submit a payment request within 30 days of project completion, that includes proper backup documentation, and includes a brief final summary of the completed project.
- State of Michigan reserves the right to award a different amount than the requested amount.
- If awarded, applicant agrees to benchmark its building(s) using ENERGY STAR Portfolio Manager and share the data with State of Michigan (if applicable).
- By submitting this application, I certify (1) to the statements contained in this list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I will also provide the required assurances and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.



Michigan Department of Environment, Great Lakes, and Energy Energy and Recycling Section Budget Template							
Applicant Name:		Leelanau County					
Project Title (Program):		Community Energy Survey					
Vendor Number (VSS):		CV0053862					
Instructions Include all staff performing work on the project. For each staff person, provide their name, job title, annual salary/wages, and percent of time dedicated to the grant project. NOTE: The state may require Davis Bacon Act or prevailing wage rates to be paid. See RFP Section IV	Personnel (Name & Title)	Hours (#)	Rate (\$/Hour)	Grant (\$)	Match (\$)		
					Monetary	In-Kind	
							Total (\$)
	All county task force staff will be participating on a voluntary basis.						
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
Personnel Subtotal		0		\$ -	\$ -	\$ -	
Instructions Allowable benefits include health, dental, and optical insurance. For each listed staff person, provide their fringe benefit rate, and confirm their annual fringe benefit cost. Note, applicant(s) will be required to justify the fringe rates given in their proposed budget prior to an agreement being finalized.	Fringe Benefits (Name & Title)		Rate (%)	Grant (\$)	Match (\$)		
					Monetary	In-Kind	
							Total (\$)
	None						
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
Fringe Benefits Subtotal				\$ -	\$ -	\$ -	
Personnel & Fringe Benefits Subtotal				\$ -	\$ -	\$ -	
Instructions All sub-recipients, vendors, contractors, and consultants and their estimated costs should be identified. Provide the vendor/contract name, the service, and the \$ amounts to be paid using grant funds and/or matching funds. Use TBD if the entity is unknown. Include the basis of cost (competitive, historical, quote, catalog, etc.).	Contractual Services (Name)	Description of Services	Grant (\$)	Match (\$)		Total (\$)	
				Monetary	In-Kind		
		University of Michigan, School of Environment and Sustainability (U of M SEAS)	Graduate student team to perform research on community energy use, review planning and zoning language, and community survey of energy choices, behaviors and attitudes. Anticipating 5-student team.				\$ -
			Student Stipends (5 students)	\$ 5,000.00			\$ 5,000.00
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
	Contractual Services Subtotal			\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Instructions Items costing less than \$5,000 per unit or a useful life expectancy of less than one year. Supplies are generally consumed during the project performance. Supply items must be direct costs to the project and not duplicative of supply costs included in the indirect rate applied for this project. Provide the item, unit cost, and quantity of units.	Supplies & Materials (Itemize)	Quantity (#)	Cost (\$/Unit)	Grant (\$)	Match (\$)		
					Monetary	In-Kind	
							Total (\$)
		Printed materials / postage	1000	\$ 1.00	\$ 1,000.00		\$ 1,000.00
		Media project advertising	10	\$ 350.00	\$ 3,500.00		\$ 3,500.00
		Survey response incentive program	40	\$ 50.00	\$ 2,000.00		\$ 2,000.00
		Community conference at project conclusion. Food & beverage. Expenses based on estimate of 100 attendees.	100	\$ 15.00	\$ 1,500.00		\$ 1,500.00
		Survey software expense	1	\$ 500.00	\$ 500.00		\$ 500.00
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -

Supplies & Materials Subtotal				\$ 8,500.00	\$ -	\$ -	\$ 8,500.00
Match (\$)							
Instructions	Equipment (Itemize)	Quantity (#)	Cost (\$/Unit)	Grant (\$)	Monetary	In-Kind	Total (\$)
Items costing \$5,000+ per unit, with a useful life of one year+. Provide the item, unit cost, quantity of units, and the \$ amounts to be paid using grant funds, and/or matching funds.	None						\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
	Equipment Subtotal			\$ -	\$ -	\$ -	\$ -
Match (\$)							
Instructions	Other Direct Costs (Description)			Grant (\$)	Monetary	In-Kind	Total (\$)
Include all other known direct costs not otherwise categorized or disallowed. Provide the title/name and the cost of each item/service listed, and the \$ amount to be paid using grant funds, and/or matching funds	None						\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
	Other Direct Costs Subtotal			\$ -	\$ -	\$ -	\$ -
Match (\$)							
Instructions	Travel - Student Team	Quantity (#)	Rate (\$/Unit)	Grant (\$)	Monetary	In-Kind	Total (\$)
Include all mileage, lodging, meals, and other known travel costs. All listed travel must be necessary or beneficial to the performance of the proposed grant. Applicants may use internal travel policies, if the applicant organization does not have an internal policy, the most recent State of Michigan Travel Rates posted by the Michigan Department of Technology, Management & Budget must be used.	Mileage (440 miles round trip per vehicle x 2	1760	\$ 0.67	\$ 1,179.20			\$ 1,179.20
	Lodging (5 persons, 2 trips, 2 days each, MI per diem rates)	20	\$ 85.00	\$ 1,700.00			\$ 1,700.00
	Meals (5 persons, 2 trips, 2 days each, MI per diem rates)	20	\$ 51.50	\$ 1,030.00			\$ 1,030.00
	Airfare						\$ -
	Other Travel - Task Force Team						\$ -
	Mileage (440 miles round trip per vehicle x 1 trips)	440	\$ 0.67	\$ 294.80			\$ 294.80
	Lodging (2 persons, 1 night, MI per diem rates)	2	\$ 85.00	\$ 170.00			\$ 170.00
	Meals (2 persons, 2 days, MI per diem rates)	4	\$ 51.50	\$ 206.00			\$ 206.00
	Contingency - unexpected expenses	1	\$ 1,000.00	\$ 1,000.00			\$ 1,000.00
							\$ -
						\$ -	
	Travel Subtotal			\$ 5,580.00	\$ -	\$ -	\$ 5,580.00
	Direct Cost Subtotal			\$ 19,080.00	\$ -	\$ -	\$ 19,080.00
Instructions		Rate (%)		Grant (\$)	Match (\$) - N/A		Total (\$)
Provide the indirect rate (up to 10%) used by applicant's organization as a percentage of total personnel and fringe benefits.	Indirect (10% Max)			\$ -	\$ -	\$ -	\$ -
				Match (\$)			
				Grant (\$)	Monetary	In-Kind	Total (\$)
Total Cost				\$ 19,080.00	\$ -	\$ -	\$ 19,080.00
<p>NOTE: In order to receive reimbursement for costs covered under the grant agreement, selected applicants must submit the following documentation: Invoice/Receipt/Payroll Summary/Contract for expenses incurred, AND proof of payment via bank statement or cleared check.</p>							

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Parks & Recreation</u> <input type="checkbox"/> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>(231) 256-9711</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select Meeting Type:</td> <td><u>Executive Board</u> <input type="checkbox"/></td> </tr> <tr> <td>Date of Meeting:</td> <td><u>06/11/2024</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type:	<u>Executive Board</u> <input type="checkbox"/>	Date of Meeting:	<u>06/11/2024</u>
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Financial/Source Selection Method							
<input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
Budgeted Amount: <u>\$ 55,000.00</u> Contracted Amount: _____							
Document Description							
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization							
<p>At the May 21, 2024 Regular Meeting of the Board of Commissioners (BOC), a discussion ensued regarding a transfer from the General Fund Fund Balance of \$55,000 to amend the Parks and Recreation 2024 approved budget for Capital Projects from \$55,000 to \$110,000. This discussion was also a follow up to the Committee of the Whole (COTW) meeting held in January under Capital Outlay & Funding Recommendations for 2024. The Board of Commissioners have agreed to consider this in 2024. As a reminder, \$55,000 had been budgeted in 2023, but not expended.</p> <p>In addition to the proposed amendment of the 2024 expenditure budget for Parks & Recreation Capital Outlay from \$55,000 to \$110,000, it is also recommended that a Parks & Recreation Project line item be established in Fund 470 Capital Projects.</p> <p>Subsequently, we recommend moving the proposed amended Parks & Recreation Capital Outlay \$110,000 to the Capitals Projects Fund 470 to be held and or used for Parks/Recreation future capital projects, approved by the BOC, regardless of fiscal year undertaken.</p>							
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners authorize increasing the Parks & Recreation Capital Outlay line item from \$55,000 to \$110,000 funds to come from the General Fund Fund Balance and furthermore to establish Parks and Recreation Budget Capital Projects line item in Fund 470 Capital Projects and transfer the \$110,000 to the Capital Projects Fund to be held and/or used for future approved Parks & Recreation capital projects.</p>							

Department Approval: _____

Richard I Lewis

Date: _____

6/5/24

Leelanau County - Capital Outlay & Funding Recommendations for 2024		
Point Broadband Project - projected completion 2024		
Point Broadband (3 year project) \$5,000,000-\$3,200,000 ARPA Funds = \$1,800,000 unfunded	\$	1,800,000.00
DCS Technology & Design - contract proposal (Special Session 1/24/24)	\$	96,000.00
2024 Project Total	\$	1,896,000.00
RECOMMENDED: Remaining balance of ARPA funds including interest earnings	\$	858,187.00 *
RECOMMENDED: Funds to come from Delinquent Tax Revolving Fund (DTR)	\$	1,037,813.00
	\$	1,896,000.00
Heat Pump Replacement Project - D&W Mechanical		
Replacement - Lower Level (16) water source heat pumps	\$	171,000.00
Replacement - Main Level (23) water source heat pumps	\$	244,000.00
Replacement - Second Floor (31) water source heat pumps	\$	336,660.00
D&W Proposal	\$	751,660.00
2% pricing increase estimate for 2024 pricing	\$	15,033.20
RECOMMENDED: Funds to come from DTR	\$	766,693.20
TOTAL RECOMMENDED TO COME FROM DTR for Point Broadband, DCS & heat pumps	\$	1,804,506.20 **
Pending Statutory Commitments		
Schomberg Drainage District (\$213,750 - Cnty Rd \$59,375 - G/F reimbursement \$110,652.08)	\$	43,722.92
South Bar Lake/Village of Empire (\$56,250 - Cnty Rd \$5,625 - G/F reimbursement \$101,270.02)	\$	(50,645.02) DONE
Little Glen (G/F reimbursement)	\$	(1,803.75) DONE
Timberlee (\$175,000 - Cnty Rd \$17,500 - G/F reimbursement \$63,685.92)	\$	93,814.08
RECOMMENDED: Funds to come from General Fund - prepay County assessments	\$	85,088.23
Leland Dam Roof & Walkway		
- roof & walkway (motion to approve transfer of funds upon receipt and award of RFP's)	\$	66,600.00
RECOMMENDED: Funds to come from General Fund	\$	66,600.00
BOC approved 11/21/23 from General Fund		
Telephony Recorder (purchased in 2023, installed in 2024 - budget amendment pending)	\$	26,533.00 DONE
Funds to come from General Fund (approved 11/21/23)	\$	26,533.00
2024 consideration		
Capital Improvements - Parks (\$55,000 unspent in 2023 to bring 2024 budget line to \$110,000)	\$	55,000.00
Government Center North Façade - need engineering bids/design & project management - estimate	\$	150,000.00
Dam Hydrolic Seal Replacement	\$	20,000.00 pending
Re-seal Parking Lot (\$25,000 funded in 2024 project budget - balance TBD) - estimate	\$	40,000.00 RFP's in
RECOMMENDED: Funds to come from General Fund	\$	265,000.00
TOTAL RECOMMENDED TO COME FROM GENERAL FUND	\$	443,221.23 ***
Broadband Remaining Unserved - Robin Award/Charter & Leelanau County pending negotiations by DCS	\$	1,100,000.00 Estimate
Exterior Security Cameras		
Financial Software		

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Board of Commissioners</u> <input checked="" type="checkbox"/> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>(231) 256-9711</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> <input checked="" type="checkbox"/></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: <u>06/11/2024</u></td> <td></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> <input checked="" type="checkbox"/>		Date of Meeting: <u>06/11/2024</u>	
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Financial/Source Selection Method							
<input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> Other: <u>Board Appointment</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							

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

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

Attach is a June 2, 2024 letter from the Northwest Regional Airport Authority indicating that the Airport Hazard Area request approved by Grand Traverse and Leelanau Counties has been approved. The letter lays out the next steps in the process. For Leelanau County is the appointment of three (3) members to the Joint Airport Zoning Board (Board).

The County's next step is the appointment of three (3) members to the Board with two (2) of the members residing within the hazard area.

Suggested Recommendation:
 Move to recommend that the County Board of Commissioners authorizing the advertising for and interviewing of three (3) citizens to serve on the Joint Airport Zoning Board and that Commissioners _____, _____, and _____ to serve as the interview committee and to make recommendation on/or before August 20, 2024.

Department Approval: Date: 06/05/2024



June 3, 2024

Leelanau County Board of Commissioners
c/o Richard Lewis – County Administrator
8527 E Government Center Dr, #101
Suttons Bay, MI 49682
rlewis@leelanau.gov

Dear Mr. Lewis:

RE: Airport Zoning Ordinance – Next Steps

On May 22, 2025, the Michigan Aeronautics Commission declared a ten nautical mile Airport Hazard Area under Section 17 of the Michigan Airport Zoning Act per the request of Grand Traverse and Leelanau Counties. We respectfully provide this correspondence to assist as an outline of the next steps as discussed during our joint study session with the two Counties and the Northwest Regional Airport Authority (NRAA).

The next steps are as follows:

1. On or before August 20, 2024, the Counties must each appoint three (3) members for the Joint Airport Zoning Board. Two (2) of the members from each County must live within the hazard area, and one must live outside of the area. Enclosed is a drawing depicting the hazard area for your reference.
2. The NRAA and the Michigan Aeronautics Commission (MAC) will each appoint one (1) member to the Joint Airport Zoning Board by August 20, 2024.
3. Following the appointment of the Joint Airport Zoning Board by the Counties, the NRAA, and the MAC, the Airport Zoning Board must have its first meeting within 120 days. The Airport is happy to host this meeting.
4. At the Joint Airport Zoning Board's first meeting, the board will focus on the establishment of bylaws for the Board and begin establishment of a process to select members of the Zoning Commission. The Zoning Commission will be responsible for the initial drafting of the Airport Zoning Ordinance. Please consider selection criteria and the number of members to be appointed to the Zoning Commission.
5. Following the establishment of the Zoning Commission, the Zoning Commission will meet and begin drafting an Airport Zoning Ordinance. This process will include public hearings on the draft Zoning Ordinance as determined necessary by the Zoning Commission.



6. Following these public hearings, the Zoning Commission will then make a recommendation for adoption of the draft Zoning Ordinance to the Zoning Board, who shall then hold a public hearing before final adoption of the Zoning Ordinance.





We eagerly anticipate advancing this process further to deliver the flexibility our communities require, all the while prioritizing the safety of air travelers and nearby properties.

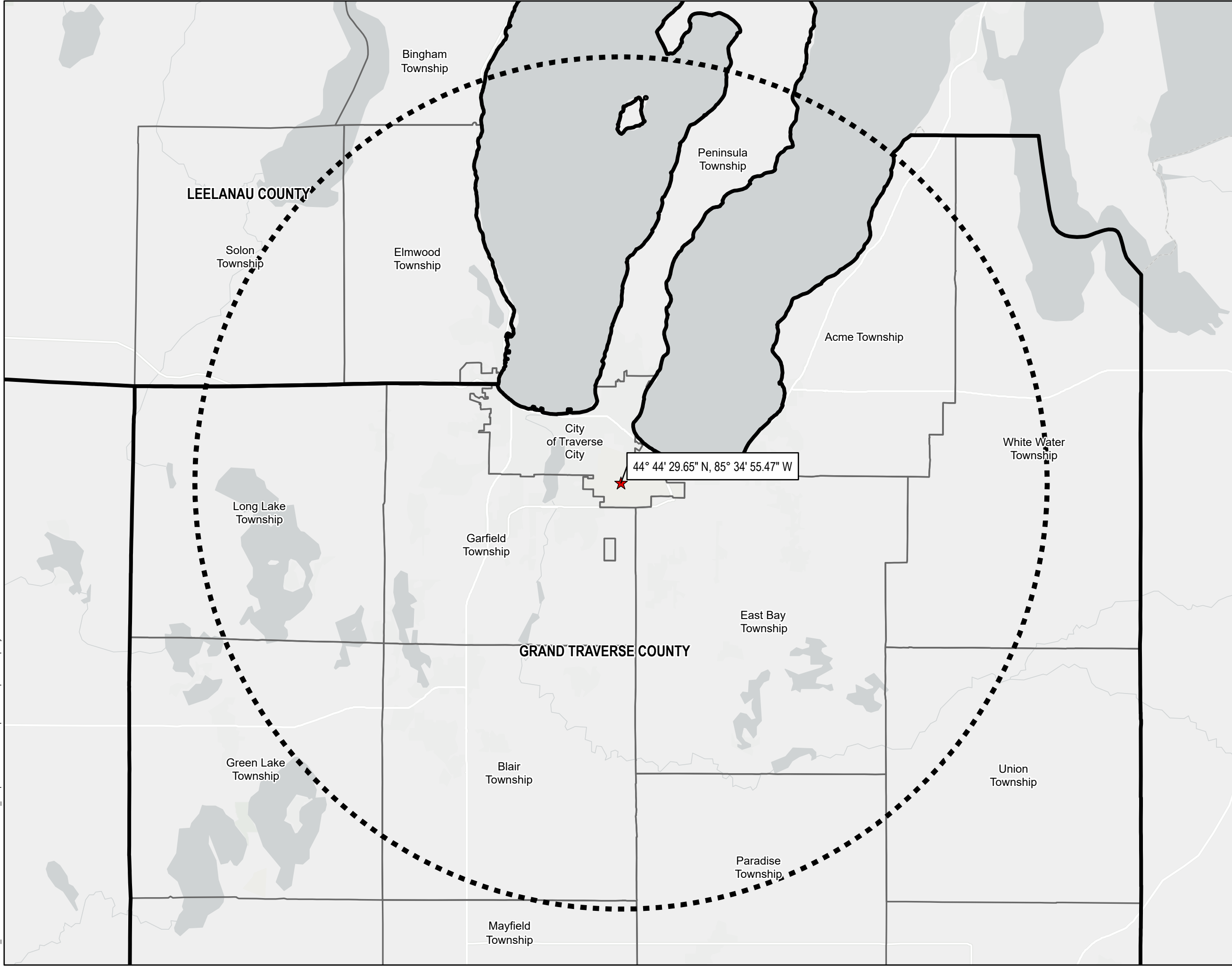
Sincerely,

Bob Nelesen, PE
Zoning Administrator
Northwest Regional Airport Authority
bob.nelesen@tvcairport.com

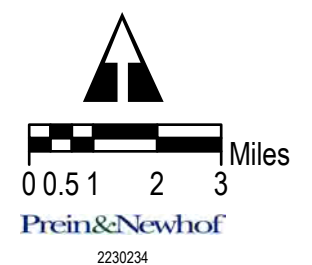
**TVC 10 Nautical Mile Airport
Hazard Area - per Michigan
Aeronautics Commission**

LEGEND

-  TVC Hazard Area
-  Airport Reference Point
-  County Boundary
-  Jurisdiction Boundary



44° 44' 29.65" N, 85° 34' 55.47" W



EXECUTIVE DOCUMENT SUMMARY

Department: <u>Parks & Recreation</u> <input type="checkbox"/> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>(231) 256-9711</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td><input type="checkbox"/> Select Meeting Type:</td> <td><u>Executive Board</u> <input type="checkbox"/></td> </tr> <tr> <td>Date of Meeting:</td> <td><u>06/11/2024</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type:	<u>Executive Board</u> <input type="checkbox"/>	Date of Meeting:	<u>06/11/2024</u>
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Financial/Source Selection Method							
<input type="checkbox"/> Select One: <u>Bid/RFP</u> <input type="checkbox"/> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							

Budgeted Amount: _____	\$ 30,000.00	Contracted Amount: _____
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Document Description

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

The County has awarded the contract for the installation of wood mulch around the playground equipment to the depth of one (1) foot at Myles-Kimmerly Park, and the same needs to undertaken at Veronica Valley Park and Old Settlers Park. In order to do so, a Request for Proposal (RFP) will need to be undertaken per the revised FY 2024 Budget Rules. This recommendation was also indicated for both of these parks in the MMRMA Park Risk Review. We will request the same material utilized at the Myles-Kimmerly Park and the Budgeted Amount above is based only on the contract awarded.

Suggested Recommendation:

I move to recommend that the County Board of Commissioners authorize the issue of a Request for Proposals for the installation of material under the playground equipment at Veronica Valley Park and Old Settlers Parks.

Department Approval: *Richard I Lewis* _____ Date: 06/05/2024

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Finance/Accounting</u> Contact Person: <u>Catherine Hartesvelt</u> Telephone Number: <u>231-256-8106</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>06/11/2024</u>
Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>284.000.000.801.002</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Leelanau County Family Coord Council</u> Address/ Phone: _____ Description: Professional Services
Budgeted Amount: _____ \$ <u>64,000.00</u> Contracted Amount: _____ \$ <u>64,000.00</u>	
Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Department Head/Elected Official Authorization	
<p>During the 2024 budgetary process (summer of 2023), it was determined that Leelanau County Family Coordinating Council (LCFCC) was identified as having the capacity to initiate and coordinate programs eligible for the use of settlement funds from the national opioid litigation of which Leelanau County is a recipient. The 2024 approved budget for this contractual agreement is \$64,000.</p> <p>Under separate cover, the BOC received a proposed contract prepared by Cohl, Stoker & Toskey, PC, including Exhibit A - Scope of Work as presented by LCFCC and Exhibit B "List of Opioid Remediation Uses" as prepared by the Attorney General of the State of Michigan and the Michigan Opioid Settlement Funds Toolkit as produced by the Michigan Association of Counties.</p> <p>LCFCC operates with or collaborates with a variety of programs for which opioid settlement funds can be used, and possesses the expertise or connections necessary to utilize the funds most efficiently.</p> <p>LCFCC has indicated this year's funding will be directed to Leelanau County Substance Misuse Prevention Coalition and Leelanau County Coordinated Youth Prevention for opioid use prevention programming.</p> <p>This programming is consistent with the abatement strategies set forth in the Opioid Litigation settlement List of Opioid Remediation Uses "Exhibit B".</p>	
<p>Suggested Recommendation:</p> <p>I move to recommend that the Board of Commissioners accept the proposed contract between Leelanau County and LCFCC for the management of Opioid Settlement funds in the amount of \$64,000 as budgeted and authorize the Chair of the Board to sign the contract on behalf of Leelanau County.</p>	

 Department Approval: Catherine L Hartesvelt, Interim Finance
Director
Digitally signed by Catherine L Hartesvelt, Interim Finance
 Director
 Date: 2024.06.06 11:35:25 -0400

Date: _____

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u>	Submittal Dates
Contact Person: <u>Richard I Lewis</u>	<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>
Telephone Number: _____	Date of Meeting: <u>06/11/2024</u>
Financial/Source Selection Method	Vendor: _____
<input type="checkbox"/> Select One: <u>Select One</u>	Address/ Phone: _____
<input checked="" type="checkbox"/> Other: <u>Motor Pool and Fixed Asset Disposal</u>	Description: <u>Select One</u>
<input type="checkbox"/> Account No.: _____	
<input type="checkbox"/> CIP Project?	
<input type="checkbox"/> If Grant, Match Account No.: _____	

Budgeted Amount: _____	Contracted Amount: _____
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Document Description

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

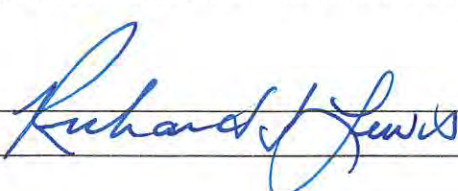
Motor Pool and Fixed Asset Disposal:

Pursuant to policy no. 3.05 Fixed Asset Disposal Policy, Administration is providing notification to the BOC of intent to dispose of the attached list of vehicles, a boat, and file cabinets by special auction or by competitive sealed bids and to ask that the BOC declare the attached assets as surplus.

List of Motor Pool Fixed Assets attached.

Suggested Recommendation:

I move to recommend that the County Board of Commissioners declare the attached list of vehicles, boat, and file cabinets as surplus and allow Administration to sell these assets by special auction or competitive sealed bids.

Department Approval:  Date: 6/5/24

Vehicles up for disposal in 2024

	Description		Mileage	Use
VIN #1FM5K8AR1FGC41265	2015 Ford Police Interceptor	proceeds to Motor Pool	134,004	Patrol Car
VIN #1FM5K8AR6HGC68044	2017 Ford Police Interceptor	proceeds to Motor Pool	157,456	Patrol Car
VIN #1FM5K8AR7HGB93483	2017 Ford Police Interceptor	proceeds to Motor Pool	157,067	Patrol Car
VIN #1FM5K8AR3JGA46373	2018 Ford Police Interceptor	proceeds to Motor Pool	160,620	Patrol Car
VIN #1FTPX14V49FB25096	2009 Ford F150XL	proceeds to Motor Pool	179,467	Drain Commissioner's truck
VIN #1FMCU9GX0FUC59805	2015 Ford Escape	proceeds to Fund 542 Building Safety	212,200	Building Safety
VIN #1FMJU1G58BEF24319	2011 Ford Expedition	proceeds to Fund 266 Equitable Sharing	139,790	EPS 2011 Ford Expedition
VIN #1FM5K8AR1EGB63777	2014 Ford Police Interceptor	Senior Services		
HIN WELCSA01F809	2009 Wellcraft 252 Coastal	Proceeds to Motor Pool		Patrol Boat

OTHER ASSETS FOR DISPOSAL

Asset	Department	Quantity	Type	
File Cabinets	Building Safety	13	Various Sizes	Proceeds to Fund 542 Building Safety

Customized Definition of Compensation Addendum

(MERS Defined Benefit, Defined Contribution, Hybrid, or 457)



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

If you choose to customize your Definition of Compensation as part of your MERS plan provisions, you must select boxes in each section you would like to include. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation	
Regular Wages (paid time, or time as though working, within the pay period)	
<input type="checkbox"/> Salary or hourly wage X hours	<input type="checkbox"/> On-call pay
<input type="checkbox"/> PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)	<input type="checkbox"/> Other: _____
Other Wages apply: YES <input type="checkbox"/> NO <input type="checkbox"/>	
<input type="checkbox"/> Shift differentials	<input type="checkbox"/> Severance issued over time (weekly/bi-weekly)
<input type="checkbox"/> Overtime	<input type="checkbox"/> Other: _____
Lump Sum Payments apply: YES <input type="checkbox"/> NO <input type="checkbox"/> (check all that apply)	
<input type="checkbox"/> PTO (Paid Time Off)	<input type="checkbox"/> Comp time
<input type="checkbox"/> Vacation	<input type="checkbox"/> Annual holiday pay
<input type="checkbox"/> Personal	<input type="checkbox"/> Hazard pay
<input type="checkbox"/> Longevity	<input type="checkbox"/> Job certifications
<input type="checkbox"/> Bonuses	<input type="checkbox"/> Educational degrees
<input type="checkbox"/> Merit pay	<input type="checkbox"/> Moving expenses
<input type="checkbox"/> Sick payouts	<input type="checkbox"/> Severance
	<input type="checkbox"/> Other: _____
Taxable Payments apply: YES <input type="checkbox"/> NO <input type="checkbox"/>	
<input type="checkbox"/> Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)	
<input type="checkbox"/> Prizes, gift cards	<input type="checkbox"/> Car allowance
<input type="checkbox"/> Personal use of a company car	<input type="checkbox"/> Other: _____
Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES <input type="checkbox"/> NO <input type="checkbox"/>	
<input type="checkbox"/> Gun, tools, equipment, uniform	<input type="checkbox"/> Mileage reimbursement
<input type="checkbox"/> Phone	<input type="checkbox"/> Travel through an accountable plan (i.e. tracking mileage for reimbursement)
<input type="checkbox"/> Fitness	<input type="checkbox"/> Other: _____
Types of Deferrals	
Elective Deferrals of Employee Premiums/Contributions apply: YES <input type="checkbox"/> NO <input type="checkbox"/>	
<input type="checkbox"/> 457 employee and employer contributions	<input type="checkbox"/> IRA contributions
<input type="checkbox"/> 125 cafeteria plan, FSAs and HSAs	<input type="checkbox"/> Other: _____
Types of Benefits	
Nontaxable Fringe Benefits of Employees apply: YES <input type="checkbox"/> NO <input type="checkbox"/>	
<input type="checkbox"/> Health plan, dental, vision benefits	
<input type="checkbox"/> Workers compensation premiums	<input type="checkbox"/> Group term or whole life insurance < \$50,000
<input type="checkbox"/> Short- or Long-term disability premiums	<input type="checkbox"/> Other: _____
Mandatory Contributions apply: YES <input type="checkbox"/> NO <input type="checkbox"/>	
<input type="checkbox"/> Defined Benefit employee contributions	
<input type="checkbox"/> MERS Health Care Savings Program employee contributions	<input type="checkbox"/> Other: _____
Taxable Fringe Benefits apply: YES <input type="checkbox"/> NO <input type="checkbox"/>	
<input type="checkbox"/> Clothing reimbursement	<input type="checkbox"/> Group term life insurance > \$50,000
<input type="checkbox"/> Stipends for health insurance opt out payments	<input type="checkbox"/> Other: _____
Other Benefits / Lump Sum Payments apply: YES <input type="checkbox"/> NO <input type="checkbox"/>	
<input type="checkbox"/> Workers compensation settlement payments	<input type="checkbox"/> Other: _____

Defined Benefit Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name _____ **Municipality #:** _____

If new to MERS, please provide your municipality's fiscal year: _____ through _____.
Month Month

II. Effective Date

Check one:

A. If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20__.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

- All prior service from date of hire
- Prior service proportional to assets transferred; all service used for vesting
- Prior service and vesting service proportional to assets transferred
- No prior service but grant vesting credit
- No prior service or vesting credit

Link this new division to division number _____ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B. If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number _____), the effective date shall be the first day of ___/20__ (mm/yy). *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C. If this is a **temporary benefit** (Defined Benefit division number(s) _____), select one of the following:

This is a **temporary Benefit Window** with a duration of 2-6 months. Effective dates are from ___/01/___ through the last day of ___/20__ (mm/yy). Complete provisions as applicable under Section IV of this form.

This is a **temporary Lump Sum Buyout Program** for terminated vested participants with a duration of 6-24 months. Effective dates are from ___/01/___ through the last day of ___/20__ (mm/yy). Payout will reflect ___% (1-100%) of the participant's present value of accrued benefit. For example, if 40% is used, the payout will be 40% of the present value of the benefit. This percentage cannot be changed once adopted.

Defined Benefit Plan Adoption Agreement

- D. If this is to **separate employees from an existing Defined Benefit division** (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20____.
- E. If this is to merge division(s) _____ into division(s) _____, the effective date shall be the first of _____, 20____.
- F. If this is an amendment to close Defined Benefit division(s) # _____, with new hires, rehires, and transfers going into an **existing** Defined Benefit division # _____, the effective date shall be _____ (month/year).

Note: Closing this Defined Benefit division(s) will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.

(The amount may be adjusted for any benefit modifications that may have taken place since then).

- G. If this is to close Defined Contribution or Hybrid division # _____ with its current and/or future active participants enrolling in existing DB division # _____ (previously closed, now re-opened), the effective date shall be the first of _____, 20____.

Please complete all subsequent sections of this Defined Benefit Adoption Agreement (including all provisions in effect) and the [Addendum for Plan Freeze, Closure and Conversions](#).

- H. If this is to close Defined Contribution or Hybrid division # _____ with its current and/or future active participants enrolling in a new Defined Benefit division, the effective date shall be the first of _____, 20____.

Please complete all subsequent sections of this Defined Benefit Adoption Agreement (including all provisions in effect) and the [Addendum for Plan Freeze, Closure and Conversions](#).

Defined Benefit Plan Adoption Agreement

III. Plan Eligibility

Division Title: _____

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS. Please describe the specific classifications that are eligible for MERS within this division:

(For example: e.g., Full-time employees, Clerical staff, Union Employees participating in XXXX union)

This Division includes **public safety employees** (this information is used for actuarial purposes only. It does not relate to the additional tax for early distribution): Yes No

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than _____ months in total	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Part-Time Employees: Those who regularly work fewer than _____ per _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seasonal Employees: Those who are employed for tasks that occur at specific times of the year	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Voter-Elected Officials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appointed Officials: An official appointed to a voter-elected office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contract Employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	
Other 2: _____	<input type="checkbox"/>	<input type="checkbox"/>	

Probationary Periods (select one):

Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service. Service will begin to accrue and contributions must be reported when the Probationary Period ends.

The probationary period will be _____ month(s).

Comments:

Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Benefit Plan Adoption Agreement

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an *hours and days* has been previously defined (like 10 seven-hour days), stating “70 hours” will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working) _____ hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer.
- For **contributory divisions**, employee contributions are required where service credit is granted and due at the time of monthly wage and contribution reporting. Employers may use the following formula to calculate employee contributions: the employee’s current hourly rate (prior to leave), multiplied by service credit qualification (hours) multiplied by employee contribution. For example, if employees’ hourly rate is \$20, the division requires 120 hours to obtain service credit, and employee contributions are 5%, the calculation will look like: \$20/hour X 120 X .05 = \$120 in employee contribution for that leave month. Employers may use another internal formula, if they choose and MERS will make note of it.

If an alternative formula is going to be used, please describe that here:

Type of Leave	Service Credit Granted	Service Credit Excluded
Short-Term Disability	<input type="checkbox"/>	<input type="checkbox"/>
Long-Term Disability	<input type="checkbox"/>	<input type="checkbox"/>
Workers’ Compensation	<input type="checkbox"/>	<input type="checkbox"/>
Unpaid Family Medical Leave Act (FMLA)	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	<input type="checkbox"/>	<input type="checkbox"/>
Other 2: _____ Additional leave types as above	<input type="checkbox"/>	<input type="checkbox"/>

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting for Defined Benefit as applicable.

Defined Benefit Plan Adoption Agreement

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation:

- Base Wages
 Box 1 Wages of W-2
 Gross Wages
 Custom Definition

Click here to view details of Base, Box 1, and Gross Wages

(To customize your definition, please complete the [Custom Definition of Compensation Addendum](#).)

V. Valuation-Required Provisions

Valuation Date: _____, 20____

1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

- Our MERS representative presented and explained the valuation results to the

_____ on _____.
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

- As an authorized representative of this municipality, I _____
(Name)

_____ waive the right for a presentation of the results.
(Title)

This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

Defined Benefit Plan Adoption Agreement

2. **Benefit Multiplier** (1%-2.5%, increments of 0.05%) _____ % (max 80% for multipliers over 2.25%)

Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

If checked, select one below:

- Termination Final Average Compensation (calculated over the members entire wage history)
- Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

3. **Final Average Compensation** (Min 3 yr, increments of 1 yr) _____ years

4. **Vesting** (5 -10 yrs, increments of 1 yr) _____ years

5. **Normal Retirement Age** will be the later of: _____ (any age from 60-70), or the vesting provision selected above (#4).

6. **Required employee contribution** (Increments of 0.01%) _____ %

7. **Unreduced Early Retirement/Service Requirements:**

Age 50 – 54 _____ Service between 25 and 30 years _____

Age 55 – 65 _____ Service between 15 and 30 years _____

Service only (must be any number from 20 – 30 years accrued service): _____

Age + Service Points (total must be from 70 – 90): _____ points

8. **Other**

- Surviving Spouse will receive 50% of Straight Life benefit without a reduction to the employees' benefit (also known as an RS50)
- Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
- Deferred Retirement Option Program (DROP) – If selected, complete the following:
- Credited interest rate: _____ % (please select either 0 or 3%)
 - The employer, if selected, will delay a Cost of Living Adjustment (COLA) during the DROP period (skip if not applicable): Yes No
 - Credited payment percentage will be: _____ % (enter a number from 1-100% in increments of 1%) throughout the duration of the DROP period.

Defined Benefit Plan Adoption Agreement

Annuity Withdrawal Program (AWP)

Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:

- Interest rate for employee contributions as determined by the Retirement Board, or
 MERS' assumed rate of return as of the date of the distribution.

9. Cost-of-Living Adjustment

<input type="checkbox"/> All current retirees as of effective date <input type="checkbox"/> Retirees who retire between ____/01/____ and ____/01/____	<input type="checkbox"/> Future retirees who retire after effective date
Increase of ____% or \$____ per month	Increase of ____% or \$____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding	Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding
Employees must be retired ____ months (6-12 months, increments of 1 month)	Employees must be retired ____ months (6-12 months, increments of 1 month)

- Check here if the existing COLA will be bridged for active participants as of the effective date selected on this form. Benefits accrued for service after the effective date will have no COLA increase applied.

10. Service Credit Purchase Estimates are:

- Not permitted
 Permitted

VI. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Benefit Plan Adoption Agreement, the provisions of the Plan Document control.

VII. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

Defined Benefit Plan Adoption Agreement

VIII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

IX. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by _____ on
the ____ day of _____, 20____. (Name of Approving Employer)

Authorized signature: _____

Title: _____

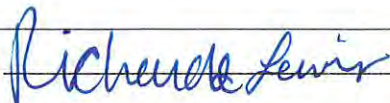
Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Richard I. Lewis</u> Telephone Number: <u>231-256-9711</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>06/11/2024</u>
Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>MERS Signatories Resolution</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ Description: <u>Select One</u>
Budgeted Amount: <u>\$ 0.00</u> Contracted Amount: <u>\$ 0.00</u>	
Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization	
<p>Attached please find a proposed Defined Benefit Plan Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Approvals effective June 18, 2024.</p> <p>Also attached please find for your reference the current Adopted Resolution #2022-013 from December 13, 2022. The current resolution was added as a Late Addition to the December 13, 2022, meeting. The Clerk's Office did not prepare Resolution #2022-013 for submission to MERS as it was handled by Administration and Human Resources, who accidentally dated the resolution December 15, 2022, which was a Thursday and not a Board meeting date.</p> <p>Once the Board of Commissioners selects and hires an Administrator/CFO, then the form will need further updating and approval with another resolution.</p>	
<p>Suggested Recommendation:</p> <p>I move to recommend that the Leelanau County Board of Commissioners approve the Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals as amended/presented.</p>	

Department Approval:



Date:

6-6-2024

Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

This resolution is being adopted by the governing body of the participating entity and applies to all reporting units of said participating entity.

WHEREAS, Leelanau County ("Employer") is a participating municipality with the Municipal Employees' Retirement System of Michigan ("MERS") and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS;

WHEREAS, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the governing body and permitted under the applicable MERS Plan Document(s);

WHEREAS, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS' contracts relating to the adoption, amendment and termination of MERS' products, and defined benefit service credit purchase approvals on behalf of Employer to implement decisions and actions of the governing body;

WHEREAS, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein,

Therefore, the Governing Body resolves:

The holders of the following job position(s) are hereby *Authorized Officials* that can sign: (1) MERS Adoption Agreements, Resolutions, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS-administered product and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

- 1. County Administrator

Optional additional job positions:

- 2. Chairman, Leelanau County Board of Commissioners
- 3. _____

This Resolution may be revoked in writing or amended by the Governing Body at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Governing Body agrees that MERS may rely upon this Resolution as conferring signing authority upon the holders of the above job position(s) to bind Employer with respect to MERS.

Adopted at a regular/special meeting of the Governing Body on December 16, 2022.

Authorized signature (must be currently in a position named above):

Name: Deborah Allen

Title: County Administrator

Witness signature:

Witness name: Ty Wessell

Witness title: Chairman, Leelanau County Board of Commissioners



Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals

1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

This resolution is being adopted by the governing body of the participating entity and applies to all reporting units of said participating entity.

WHEREAS, _____ ("Employer") is a participating municipality with the Municipal Employees' Retirement System of Michigan ("MERS") and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS;

WHEREAS, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the governing body and permitted under the applicable MERS Plan Document(s);

WHEREAS, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS' contracts relating to the adoption, amendment and termination of MERS' products, and defined benefit service credit purchase approvals on behalf of Employer to implement decisions and actions of the governing body;

WHEREAS, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein,

Therefore, the Governing Body resolves:

The holders of the following job position(s) are hereby *Authorized Officials* that can sign: (1) MERS Adoption Agreements, Resolutions, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS-administered product and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

1. _____

Optional additional job positions:

2. _____

3. _____

This Resolution may be revoked in writing or amended by the Governing Body at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Governing Body agrees that MERS may rely upon this Resolution as conferring signing authority upon the holders of the above job position(s) to bind Employer with respect to MERS.

Adopted at a regular/special meeting of the Governing Body on _____, 20_____.

Authorized signature (must be currently in a position named above): _____

Name: _____

Title: _____

Witness signature: _____

Witness name: _____

Witness title: _____

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Richard I. Lewis</u> Telephone Number: <u>231-256-9711</u>	Submittal Dates <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>06/11/2024</u>
Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ <b style="color: red;">Description: <u>Select One</u>

Budgeted Amount: _____	Contracted Amount: _____
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Document Description

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

This proposal is to request amending the current Non-Union Wage Schedule by adding a "Temporary Specialist / Seasonal" position, ensuring the ability to hire staff specialized to carry out the specific duties needed in departments / offices for temporary periods of time.

We have recently experienced the need to hire temporary staff, not covered under union contracts, to perform duties more specialized than expectations covered under our current option of "Temporary Office Assistant". Making this update is part of a housekeeping effort and will provide a platform to bridge coverage for specialized and seasonal positions during necessary times of absence or interims.

The proposed position will provide the ability to offer wages for specialized coverage in four steps: \$19.88, \$21.63, \$23.41, and \$25.18, respectively on the 2024 scale.

This update will also be included as the budget process begins for 2025.

Suggested Recommendation:

I move to recommend that the County Board of Commissioners approve amending the 2024 Non-Union Wage Schedule to include a new position titled, "Temporary Specialist / Seasonal" at the four approved rate steps of \$19.88, \$21.63, \$23.41, and \$25.18, respectively for 2024.

Department Approval:
 Date: 6/5/24

2024 Proposed Non Union Wage Schedule

3.25 added to base

POSITION	Start	One Year	Two Year	Three Year	Four Year
Temporary Office Assistant	\$18.37	\$19.88	\$21.35	\$22.93	-----
Temporary Specialist / Seasonal	\$19.88	\$21.63	\$23.41	\$25.18	-----
Executive Assistant	\$56,422.59	\$57,889.58	\$59,394.71	\$60,938.97	\$62,523.38
Senior Services Director	\$68,887.35	\$70,678.42	\$72,516.06	\$74,401.49	\$76,335.92
Finance Director	\$74,197.31	\$75,883.60	\$78,413.88	\$80,437.11	\$82,156.49
Assistant Finance Director	\$62,523.38	\$64,148.99	\$65,816.86	\$67,528.12	\$69,283.85
Assistant Finance Director C. Hartesvelt	-----	-----	-----	-----	\$75,883.60
Human Resources Director	\$68,887.35	\$70,678.42	\$72,516.06	\$74,401.49	\$76,335.92
Planning Director	\$74,197.31	\$75,883.60	\$78,413.88	\$80,437.11	\$82,156.49
Equalization Director	\$91,207.86	\$93,032.01	\$95,822.99	\$98,697.66	\$101,656.65
Assistant Prosecutor	-----	-----	-----	-----	\$79,058.73
IT Director	\$67,571.60	\$69,108.36	\$71,412.73	\$73,255.31	\$74,821.17
Building Official	\$75,812.56	\$77,498.87	\$79,185.17	\$80,871.50	\$82,557.80
Director of Emergency Mgmt.	\$82,628.83	\$84,652.02	\$86,506.79	\$88,361.59	\$90,465.75
Assistant Director 911	\$62,523.38	\$64,148.99	\$65,816.86	\$67,528.12	\$69,283.85
Maintenance Director	\$59,459.88	\$62,432.90	\$65,554.46	\$68,832.98	\$72,273.09
Elected/Mandated/Contracted					
Administrator (Contract)					\$103,025.37
Drain Commissioner					\$20,642.77
Prosecutor					\$111,064.73
Chief Assistant Prosecutor					\$95,294.06
Sheriff					\$93,508.03
Undersheriff					\$90,465.75
Clerk					\$83,122.64
Chief Deputy Clerk					\$74,722.58
Treasurer					\$83,122.64
Chief Deputy Treasurer					\$62,523.38
Register of Deeds					\$83,122.64
Chief Deputy Register of Deeds					\$62,523.38
Court Employees					
Probate/Family Judge	Mandated by the State of Michigan				\$172,134.62
Probate Register					\$75,552.26
Court Administrator	\$61,609.28	\$66,481.64	\$71,374.14	\$76,206.24	\$80,957.81
Deputy Register/Recorder	\$18.16	\$19.97	\$21.72	\$23.53	\$25.31
Juvenile Register	\$21.86	\$23.57	\$25.45	\$27.25	\$29.06
Substance Abuse Coordinator	\$26.35	\$28.53	\$30.70	\$32.86	\$35.07
Probation Officer	\$26.35	\$28.53	\$30.70	\$32.86	\$35.07
Marine Patrol	\$18.23	\$20.03	\$21.86	\$23.62	\$25.39
hc per rl june 2024					



Old Settlers Park
 Empire Township, Leelanau County

Big Glen Lake

14' Easement from County
 will expire in 2080.
 Liber 223 Page 673

Unable to find
 recorded easement

S DUNNS FARM RD 675

8861 S DUNNS FARM RD

8853 S DUNNS FARM RD

8851 S DUNNS FARM RD

8857 S DUNNS FARM RD

8845 S DUNNS FARM RD

8879 S DUNNS FARM RD

8873 S DUNNS FARM RD

W BURDICKVILLE RD 616

Aerial Imagery - Spring, 2017

1 inch = 150 feet

	Addresses accessed via Old Settlers Property		Old Settlers Park
	Established Easements		Current Parcels