

**BOARD OF COMMISSIONERS MEETING**

Ty Wessell, Chairman

**NOTICE OF MEETING**

The Executive Board Session of the Leelanau County Board of Commissioners will be held on Tuesday, June 13, 2023, at 9:00 a.m., in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan  
(Please silence any unnecessary cellular/electronic devices)

**A live streaming of this meeting will be available for viewing via the following link –**  
[https://www.youtube.com/channel/UCNQTglcTedF2qB8floC1GQ?view\\_as=subscriber](https://www.youtube.com/channel/UCNQTglcTedF2qB8floC1GQ?view_as=subscriber)

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

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

**TENTATIVE AGENDA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE/PRIVATE PRAYER**

**ROLL CALL**

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

**PUBLIC COMMENT (3 Minutes)**

**COMMISSIONER COMMENTS**

**COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:**

**PAGE #**

- Administrator Update
- Northwest Michigan Community Action Agency Update, *Kerry Baughman, Executive Director* 2-12
- Early Childhood Update, *Michelle Klein, Director of Personal Health, Benzie/Leelanau District Health Department* 13-29
- Probate/Family Court Department Update, *Honorable Marian Kromkowski* 30-31

**ACTION ITEMS**

1. Leelanau County Substance Free Coalition – Approval of Remaining FY2023 Budget Items. 32-33
2. Human Resources –
  - a. Accident Fund Workers Compensation Renewal, Dennis Muth, Peterson McGregor & Associates –
    - i. Workers Compensation Plan Update. 34-38
    - ii. Workers Compensation Renewal Agreement. 39-87
  - b. Employee Handbook and County Policies. 88
  - c. Staffing Requests –
    - i. Sheriff’s Office. 89-92
    - ii. Probate Court. 93
    - iii. Senior Services Director Overlap. 94-95
3. Administration/Sheriff’s Office – Acceptance of Donation. 96-99
4. Traverse Transportation Coordinating Initiative – Resolution to Establish an Intermunicipality Committee Under Michigan Public Act 200 of 1957 for Purposes of Transportation Planning in the Traverse Study Area. 100-103
5. Information Technology/Sheriff’s Office Jail – Purchase of Updated Dell Computers with Software from CML Security. 104-109
6. County Clerk – Jury Commission Appointments. 110-124
7. Monumentation/Remonumentation – Surveyor Services Agreements:
  - a. Grand Traverse Surveying.
  - b. Holmberg Land Survey.
  - c. Leelanau Land Surveying.
  - d. O’Non Land Surveying.
8. Leelanau Township Tower –
  - a. Tower Construction Bid Review/Recommendation. 125-126
  - b. Landowner Lease Agreement. 127-144
  - c. Cherryland Electric Agreement. 145-166
9. Leland Dam Authority – Approval of Authority Bylaws. 167-172
10. Building & Grounds Concerns –
  - a. Parks & Recreation – Old Settlers Park, Nancy Lanham Memorial Donation: 173-174
    - i. Bench Purchase.
    - ii. Ladybug Bouncer Purchase.
  - b. Government Center North Wall Façade – Machin Assessment Discussion. 175-181
11. FY 2022 Audit Review and Recommendation – *Steve Peacock, Principal, Rehmann.* 182
12. Administration –
  - a. Maintenance –Law Enforcement Center (LEC) Mini-Split Upgrades Additional Costs:
    - i. Standard Electric – Two Separate Requests. 183-184
    - ii. Lutz Mechanical. 185
  - b. Finance Stipend, Six Month Extension. 186-188
  - c. FY 2024 Budget Update – Process and Timeline.
  - d. Closed Session Request: Written Attorney/Client Privileged Legal Opinions from Corporate Counsel, *per MCL 15.268(h).*
13. Per Diem Discussion, Suggested Revisions to –
  - a. FY 2023 Rules of Order and Procedure. 189-205
  - b. Per Diem Policy (5.07) Review. 80-82
  - c. Approval of Per Diem List – County Board-appointments. 206
  - d. Additional Requests for Compensation.

**REVIEW OF FINANCIALS**

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

**PUBLIC COMMENT (5 Minutes)**

**COMMISSIONER COMMENTS**

**APPROVAL OF FINANCIALS**

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

**ADJOURNMENT**

# Northwest Michigan Community Action Agency

- Established 1974
- Serving 10-county region of Northwest Michigan
- One of 27 CAAs serving Michigan and over 1,000 serving the U.S.
- Dedicated to reducing the causes and conditions of poverty in Northwest Michigan

***Strengthening our communities by empowering people to overcome barriers, build connections and improve quality of life***



# Leelanau County

## United Way ALICE Report

### Asset Limited Income Constrained Employed

- **2021 Point-in-Time-Data**
- **Population:** 22,251
- **Number of Households:** 9,108 (0% change from 2019)
- **Median Household Income:** \$72,709 (state average: \$63,498)
- **Labor Force Participation Rate:** 53% (state average: 61%)
- **ALICE Households:** 40% (state average 26%)
- **Households in Poverty:** 6% (state average 13%)

	Two adults	Two Adults Two Children
Hourly (ALICE Leelanau)	\$30.56	\$45.76
Annual (ALICE Leelanau)	\$61,128	\$91,512
State (ALICE)	\$38,508	\$54,540

<b>2023 Federal Poverty Guidelines (100% FPL)</b>	<b>\$19,720</b> (Family size of two)	<b>\$30,000</b> (Family size of four)
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# Program Areas

Financial Management Services

Homeless Prevention

Weatherization & Home Repairs

Food & Nutritional Services

Early Childhood Programs

*Helping People, Changing Lives*

Visit Our Website

[www.nmcaa.net](http://www.nmcaa.net)

## Upcoming Events



THIS SATURDAY AT 9 AM EDT

### Homebuyer Education Virtual Workshop

Northwest Michigan Community Action Agency - Virtual

Interested

Going

Invite



TUE, JUN 15 AT 5:30 PM EDT

### Money Management Virtual Workshop

Northwest Michigan Community Action Agency - Virtual

Interested

Going

Invite



TUE, JUN 22 AT 5:30 PM EDT

### Money Management Virtual Workshop

Northwest Michigan Community Action Agency - Virtual

Interested

Going

Invite



*Addressing food insecurity, meeting basic needs,  
providing early learning experiences, safe and  
healthy housing and promoting financial literacy*

## **Homeless Prevention**

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NMCAA is the Housing Assessment and Resource Agency (HARA)  
If experiencing homelessness, call (844) 900-0500

## **Food Programs**

**Meals on Wheels – Congregate and Home-Delivered**

### **Commodity Supplemental Food Program**

*(60 and older) Monthly:  
Leelanau Christian Neighbors  
7322 E. Duck Lake Road  
Lake Leelanau, MI 49653*

*3<sup>rd</sup> Tues. of every month  
12:00 - 1:00*

### **The Emergency Food Assistance Program**

*Quarterly:  
Leelanau Christian Neighbors  
7322 E. Duck Lake Road  
Lake Leelanau, MI 49653*

*3<sup>rd</sup> Tuesday of November,  
March, June, September*

## **Early Childhood Services**

Children and families served through Head Start, Early Head Start, Great Start School Readiness, Childcare Partnerships

## **Financial Management Services**

Free tax preparation  
Individual Development Accounts  
Homebuyer Education, Budgeting, Credit Repair  
*And more!*

# Housing & Energy Efficiency Services

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- Weatherization Assistance Program
- Emergency Home Repair Program

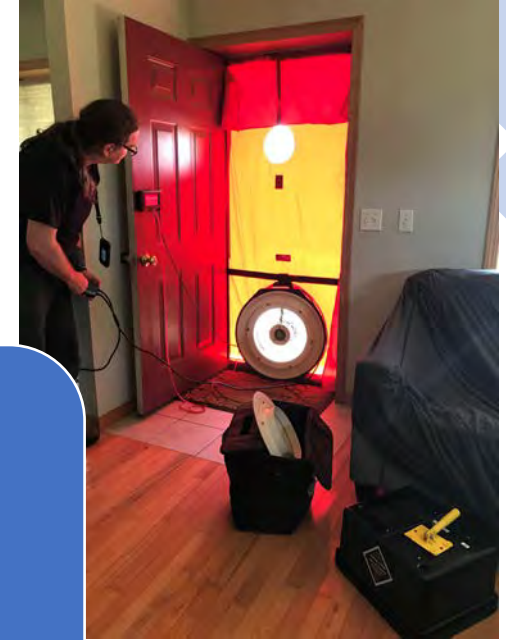


*Housing and Energy Efficiency Services at NMCAA*

# What is Weatherization?

Weatherization Program Mission:

“To reduce energy costs for low-income families, particularly for the elderly, people with disabilities, and children, by improving the energy efficiency of their homes while ensuring their health and safety.”



Federally & State funded programming focusing on the installation of cost-effective, energy-efficient measures for existing residential housing with income-eligible residents.



Assistance is provided as a grant to applicants – no loans.



Ex: Added insulation, air sealing, tune-up/replacement of furnaces/water heaters, energy-related health & safety repairs.



# What makes a person qualified for Weatherization?

---

- |  |  |  |
|--|--|--|
| 1. Household income<br>(past 3 months only)  | 1 – \$7,290<br>2 – \$9,860<br>3 – \$12,430<br>4 – \$15,000 | For each additional household member add \$2,570   |
| 2. A complete Application  |  | All documents are turned in, are filled out completely, and are signed, dated & notarized (if necessary) |
| 3. Improvements are driven by an energy audit and have a cumulative SIR greater than 1 |  |  |

**SIR = Savings to Investment Ratio**

## Additional Notes

- Homes cannot be re-weatherized if they have received services within 15 years.
- Weatherization stays with the address, not the client.
- A client can reapply if services were previously denied.



# Home Repair

- What services can we provide?
  - Emergency projects that present a health and safety concern to the homeowner and occupants
  - Funding for the cost of the repair is a 0% interest loan with no monthly payment if assistance is \$2,501 or greater. Loans are payable at transfer of ownership. Repairs under \$2,500 are offered as a grant with no payment required.
- How do we assist our clients through funding?
  - Community Development Block Grant (CDBG) Program Income (PI)
  - NMCAA Funds (Recaptured Housing Preservation Loans & Affordable Housing for Rural Veterans)
- Program Income is recaptured funds from previous projects that were loans to the homeowners
- Available dollars for Home Repair are tracked by the County
  - Program Year is July 1 to June 30



Household Annual  
Income

- 1 – \$49,400
- 2 – \$56,450
- 3 – \$63,500
- 4 – \$70,550
- 5 – \$76,200
- 6 – \$81,850
- 7 – \$87,500
- 8 – \$93,150

Complete Application

All documents are turned in, are filled out completely, and are signed, dated & notarized (if necessary)

Project L21-02

EXAMPLE - EMERGENCY REPAIR PROJECTS



What makes a person qualified for Leelanau County Home Repair?

## How do I get on the wait list or Apply for Home Repair and Weatherization?

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- Go to our agency website: [www.nmcaa.net](http://www.nmcaa.net)
- Call our Program Specialists at (231) 947-3780
- Email us at [HEESintake@nmcaa.net](mailto:HEESintake@nmcaa.net)





Questions?

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JUNE 2023

# PARENTING COMMUNITIES

*funded by the 2019 Leelanau County Early Childhood Millage*

**UPDATE -  
LEELANAU COUNTY  
BOARD OF COMMISSIONERS**



## QUARTER 1 (Jan-March) SUMMARY OF ACTIVITIES

### Enrollment:

New Enrollment this quarter: 35 kids, 29 families

Total Enrollment: 302 children, 167 families

### Playgroups:

42 groups held

### Home Visits:

196 home visits for 44 children

### Events:



**PARENTING  
COMMUNITIES**

# Families Together

*a monthly gathering for families and those interested in the early childhood years to share and explore topics related to early childhood development, parenting, and our collective well-being*

**Second Monday of every month  
beginning January 9th, 2023  
5:30pm - 7:00pm  
at the Leelanau Children's Center  
111 N Fifth St., Leland**

**Dinner provided and starts at 5:30pm  
Bring your children!  
We'll eat together, play together, explore ideas together,  
and ultimately grow together**



Pre-register for the  
January session by  
scanning the QR code.  
Questions?  
Call (231) 256-0227



*funded by the Leelanau Early Childhood Millage, Parenting Communities  
is free to all Leelanau residents with children ages 0-6*





# FEBRUARY/FEBRERO

## 2023 EVENTS!

PARENTING COMMUNITIES  
funded by the Leelanau Early Childhood Millage

### PLAYGROUPS

For Leelanau families with children ages 0-6  
Para familias de Leelanau con niños de 0-6 años

#### MONDAYS/LUNES

GRUPO DE JUEGO PARA FAMILIAS QUE HABLAN ESPAÑOL  
HEALTH DEPARTMENT  
7401 E DUCK LAKE RD.  
FEB 6, & 27  
4:30-5:30PM

#### TUESDAYS/MARTES

GLEN LAKE COMM. REFORMED CHURCH  
FEB 7, 14, 21, & 28  
10-11AM

#### WEDNESDAYS/MIERCOLES

NORTHPORT PUBLIC SCHOOL  
FEB 1, 8, 15, & 22  
10-11AM  
(5toONE/PC) GREAT LAKES CHILDREN'S MUSEUM  
FEB 8 & 22, 10-11:30AM  
[REGISTRATION LINK](#)

#### THURSDAYS/JUEVES

FAMILY YOGA  
LEELANAU GOVERNMENT CENTER  
FEB 2, 9, & 23  
9-9:45 infants & toddlers  
10-10:45am 3-6 yrs

#### FRIDAYS/VIERNES

SUTTONS BAY LIBRARY  
FEB 3, 10, 17, & 24  
10-11AM

### COMMUNITY GATHERINGS

## Families Together

Monday, February 13th, 5:30-7pm  
at the Leelanau Children's Center  
111 N Fifth St., Leland



Scan to Register

A monthly gathering for families to share and explore ideas related to early childhood, parenting, and our collective well-being. Bring your children! Dinner is provided. We'll eat together, play together, explore ideas together, and ultimately grow together.

Helping us all be the parents we dream of being



@PCLeelanau



@parentingcommunities



[www.bldhd.org/Parenting-communities](http://www.bldhd.org/Parenting-communities)



# FAMILY YOGA

Thursdays, February 2, 9, & 23  
at the Leelanau Government Center  
8527 E Government Center Dr., Suttons Bay

9am - 9:45am Infants & Toddlers  
10am - 10:45am 3-6 years

Questions? Contact:  
Hollie (231) 357-5777





# MARCH/MARZO 2023 EVENTS!

For Leelanau families with children ages 0-6  
Para familias de Leelanau con niños de 0-6 años



**PARENTING COMMUNITIES**  
funded by the Leelanau  
Early Childhood Millage

## PLAYGROUPS

MONDAYS/LUNES  
GRUPO DE JUEGO  
PARA FAMILIAS QUE  
HABLAN ESPAÑOL

HEALTH DEPARTMENT  
7401 E DUCK LAKE RD.  
MAR 6, 20, & 27  
4:30-5:30PM

TUESDAYS/MARTES  
GLEN LAKE COMM.  
REFORMED CHURCH  
MAR 7, 14, 21, & 28  
10-11AM

WEDNESDAYS/  
MIÉRCOLES

NORTHPORT PUBLIC SCHOOL  
MAR 1, 8, 15, & 22  
10-11AM

(5toONE/PC) GREAT LAKES  
CHILDREN'S MUSEUM  
MAR 8 & 22, 10-11:30AM  
[REGISTRATION LINK](#)



\*REGISTRATION ONLY  
REQUIRED FOR  
CHILDREN'S MUSEUM  
PLAYGROUP

FRIDAYS/VIERNES

SUTTONS BAY LIBRARY  
MAR 3, 10, 17, 24, & 31  
10-11AM

## COMMUNITY GATHERINGS



### Families Together

Monday, March 13th, 5:30-7pm  
at the Leelanau Children's Center  
111 N Fifth St., Leland



A monthly gathering for families to share and explore ideas related to early childhood, parenting, and our collective well-being. Bring your children! Dinner is provided. We'll eat together, play together, explore ideas together, and ultimately grow together.



### School Readiness Discussion

Saturday, March 18th, 10-11:30am  
at Suttons Bay Elementary School  
310 S Elm St., Suttons Bay



Have a baby, toddler, or preschooler at home? It's never too early to start thinking about preparing for school! Together we'll discuss what families can do at home to support children's learning, share information on area schools & upcoming kindergarten round-ups, and local teachers will join us for a meet & greet! Bring your children! Supervised playgroup offered, refreshments, & giveaways.



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# A

# b

# C



## School Readiness Starts at Home

Saturday, March 18th, 10:00am  
at Suttons Bay Elementary School  
310 S Elm St., Suttons Bay

An opportunity for families to talk about what we can do at home to support children in their learning

- information on area schools & upcoming kindergarten round-ups
- meet & greet with local teachers
- refreshments
- supervised playgroup offered
- giveaways!



Scan to register

# 1

# 2

# 3



# APRIL/ABRIL 2023 EVENTS!

For Leelanau families with children ages 0-6  
Para familias de Leelanau con niños de 0-6 años



**PARENTING COMMUNITIES**  
Funded by the Leelanau Early Childhood Millage

## PLAYGROUPS

### MONDAYS/LUNES

GRUPO DE JUEGO PARA FAMILIAS QUE HABLAN ESPAÑOL

HEALTH DEPARTMENT  
7401 E DUCK LAKE RD.  
APR 3, 10, 17, & 24  
4:30-5:30PM

### TUESDAYS/MARTES

GLEN LAKE COMM. REFORMED CHURCH  
APR 4, 11, 18, & 25  
10-11AM

### WEDNESDAYS/MIÉRCOLES

NORTHPORT PUBLIC SCHOOL  
APR 5, 12, 19, & 26  
10-11AM

(5toONE/PC) GREAT LAKES CHILDREN'S MUSEUM  
APR 12 & 26, 10-11:30AM  
[REGISTRATION LINK](#)



\*REGISTRATION ONLY NEEDED FOR CHILDREN'S MUSEUM PLAYGROUP

### FRIDAYS/VIERNES

SUTTONS BAY LIBRARY  
APR 7, 14, 21, & 28  
10-11AM



Scan to Register

## COMMUNITY GATHERINGS



**Families Together**  
Monday, April 10th, 5:30-7pm  
at the Leelanau Children's Center  
111 N Fifth St., Leland

A monthly gathering for families to share and explore ideas related to early childhood, parenting, and our collective well-being. Bring your children! Dinner is provided. We'll eat together, play together, explore ideas together, and ultimately grow together.

## Month of the Young Child!

April is the Month of the Young Child!

To celebrate, Parenting Communities is parading around the county! Join us at any or all of our community parades this month to celebrate and support our county's youngest citizens. Bring a banner/noisemaker or borrow some from us!



### Parade with us!

April 6, 10-11am  
Glen Lake Library  
in Empire

April 20, 10-11am,  
Cedar Playground

April 13, 10-11am  
Suttons Bay Library  
basement

April 22nd, 10am-12pm  
Leelanau Children's Center  
with musical performance  
from Joshua Davis!  
10-11 Crafts & Music  
11-12 Parade to the Village Green

April 19, 5:30pm  
Benodjenh  
Dinner & activities

April 27, 10-11am,  
Northport Marina  
gazebo

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@PCLeelanau

@parentingcommunities

[www.bldhd.org/Parenting-communities](http://www.bldhd.org/Parenting-communities)



## Celebrations from the Month of the Young Child



# MAY/MAYO 2023 EVENTS!

For Leelanau families with children ages 0-6  
Para familias de Leelanau con niños de 0-6 años



## PLAYGROUPS

**TUESDAYS/MARTES**  
GLEN LAKE COMM.  
REFORMED CHURCH  
MAY 2, 9, 16, 23, & 30  
10-11AM

**WEDNESDAYS/  
MIERCOLES**

NORTHPORT PUBLIC SCHOOL  
MAY 3, 10, 17, 24, & 30  
10-11AM

(5toONE/PC) GREAT LAKES  
CHILDREN'S MUSEUM  
MAY 10 & 24 10-11:30AM



\*REGISTRATION  
ONLY NEEDED FOR  
CHILDREN'S MUSEUM  
PLAYGROUP

REGISTRATION  
LINK

**THURSDAY/JUEVE  
MAY 25TH ONLY**

FAMILY YOGA  
LEELANAU GOVERNMENT  
CENTER  
9:30-10:30

**FRIDAYS/VIERNES  
SUTTONS BAY  
LIBRARY**  
MAY 5, 12, 19, & 26  
10-11AM

## COMMUNITY GATHERINGS

### Families Together

**Monday, May 8th, 5:30-7pm**  
at the Leelanau Children's Center  
111 N Fifth St., Leland



**Note:**  
Families  
Together will  
take a break for  
the summer  
after May 8th

A monthly gathering for families to share and explore ideas related to early childhood, parenting, and our collective well-being. Bring your children! Dinner is provided. We'll eat together, play together, explore ideas together, and ultimately grow together.

**HAPPY  
Mother's  
DAY**

### Celebrating Moms!

Happy Mother's Day to all our  
Parenting Communities moms!

Moms - you are doing a great job raising the next generation. We hope you feel loved and appreciated and get to spend a little time for yourself to honor your special role as a mother and refill your own cup.

With love,  
the Parenting Communities team



Helping us all be the parents we dream of being



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 @parentingcommunities  
 [www.bldhd.org/Parenting-communities](http://www.bldhd.org/Parenting-communities)





# JUNE/JUNIO 2023 EVENTS!

For Leelanau families with children ages 0-6  
Para familias de Leelanau con niños de 0-6 años



PARENTING COMMUNITIES  
funded by the Leelanau Early Childhood Millage

## PLAYGROUPS GRUPO DE JUEGO

### TUESDAYS/MARTES

MYLES KIMMERLY,  
MAPLE CITY  
JUN 6, 13, 20, & 27  
10-11AM

### WEDNESDAYS/MIERCOLES

ELMWOOD TWP. PARK,  
GREILICKVILLE  
JUN 7, & 21  
10-11AM

NORTHPORT PUBLIC SCHOOL  
PLAYGROUND  
JUN 7, 14, 21, & 28  
10-11AM

(5toONE/PC)

GREAT LAKES  
CHILDREN'S MUSEUM  
JUN 14 & 28, 10-11:30AM

\*REGISTRATION  
ONLY NEEDED FOR  
CHILDREN'S  
MUSEUM  
PLAYGROUP



REGISTRATION  
LINK

SB PLAYGROUP  
NEW DAY & LOCATION  
FOR SUMMER

### THURSDAYS/JUEVES

SUTTON PARK  
(SOUTH BEACH),  
SUTTONS BAY  
JUN 1, 8, 15, 22, & 29  
10-11AM

## COMMUNITY GATHERINGS REUNIONES COMUNITARIAS



### Tie-Dye & Ice Cream Social Pintaremos Camisetas y comeremos helado

Saturday (Sábado), June 24th, 10am-12pm  
Outdoors at the Benzie-Leelanau District Health Dept.  
7401 E Duck Lake Rd., Lake Leelanau



Celebrate the arrival of summer with us! Children will get to tie-dye their own Parenting Communities T-shirt and enjoy a frozen treat to stay cool! We'll have a variety of children's T-shirt sizes or feel free to bring your own item to tie-dye. Los niños obtendrán una camiseta para teñir y comer helado.



Helping us all be the parents we dream of being

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@parentingcommunities



www.bldhd.org/Parenting-communities





# Infant Massage Parent/Baby Instruction



For parents & their infant 6 weeks through 5 months



## Learn to massage your baby!

Five week series on Thursday afternoons in June

**June 1 - June 29**

**1:00 - 2:00 PM**

**Glen Lake Community Church**

4902 W MacFarlane Rd., Glen Arbor

for more information call Kathy Bartell: (231) 357-5443

### Infant Massage may be beneficial in the following areas:

- Helps relieve discomfort from gas, colic, & constipation
- Enhances development of the nervous system
- Stimulates neurological development
- Improves blood circulation
- Aids digestion
- Increases alertness
- Reduces stress hormones
- Improves immune function
- Release of Oxytocin, the nurturing hormone



All Parenting Communities events are free to Leelanau residents with children 0-6 thanks to funding from the Leelanau Early Childhood Millage

Must register in advance for the entire 5-session workshop.  
Scan QR to register!



2nd Annual

PARENTING COMMUNITIES

funded by the Leelanau Early Childhood Millage for Leelanau County families

Free Event!



# FAMILY STREET FAIR

Saturday, July 15, 2023 | 10am-2pm

Located on the Leelanau Montessori Public School Academy Campus at 7401 E Duck Lake Rd, Lake Leelanau

Food & ice cream available for purchase

Forever Yum Ice Cream

Face painting

Music & dance!

Games, bubbles, & more!

Taqueria Las Lagunas

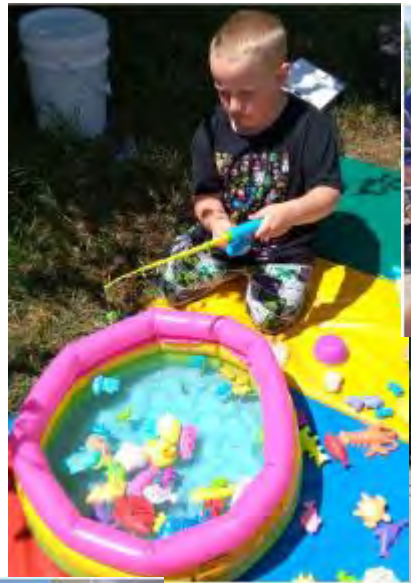
Activities & information on all things early childhood! Learn about community partners such as schools, libraries, resources for children & families, & more!

Freebies, books, & take-home activities!

Scan to Register



Questions? Reach out to us! (231) 256-0227 parentingcommunitieslc@bldhd.org



Coming Fall 2023  
(Tentatively)



STRONG ROOTS

## Mom Power

A Group-Based Intervention Program for Mothers



STRONG ROOTS

## Fraternity of Fathers

A Group-Based Intervention Program for Fathers of  
Young Children Looking for Better Connection



### Fraternity of Fathers featured in Leelanau Ticker

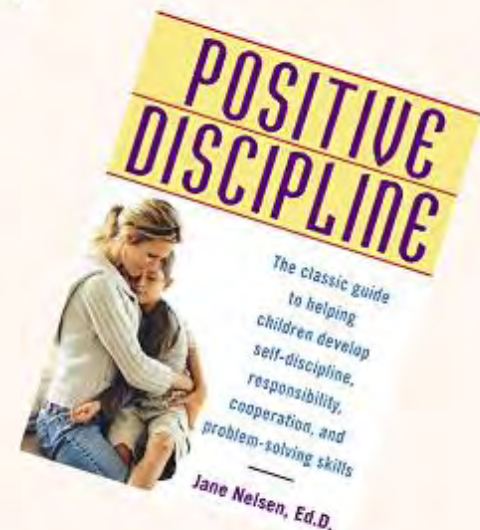
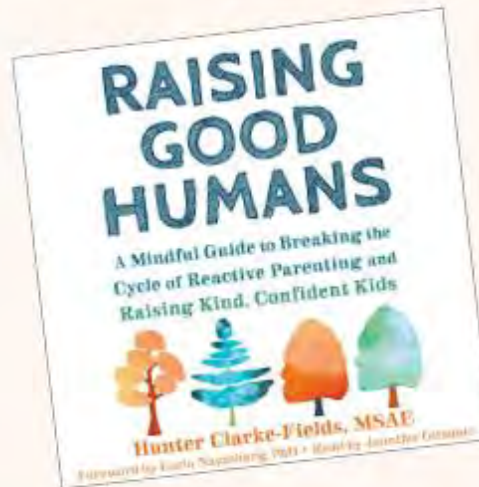
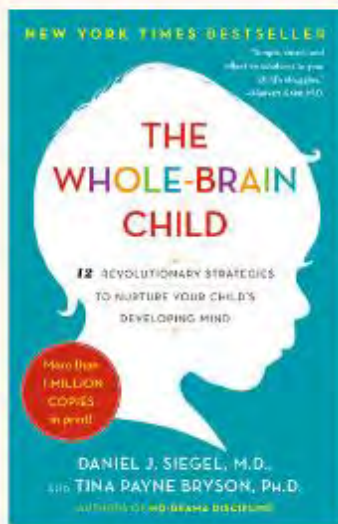
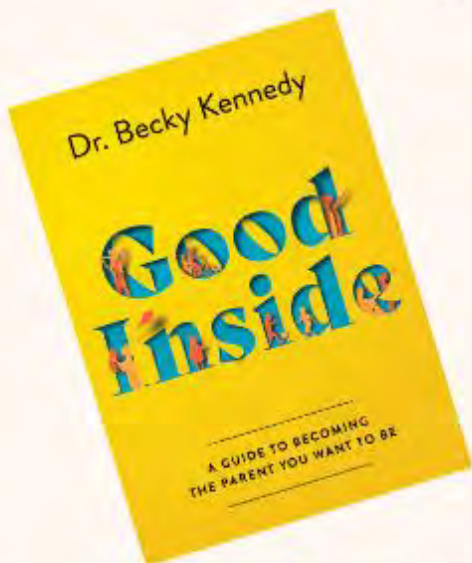
#### U of M's Fraternity Of Fathers Brings New Parenting Perspectives To Families In The County

Leelanau County once again finds itself leading the way in early childhood development innovations (here is one recent example) and this time the spotlight is on dads of young kids in the county.

Read More

[https://www.leelanauticker.com/news/u-of-ms-fraternity-of-fathers-brings-new-parenting-perspectives-to-young-families-in-the-county/?fbclid=IwAR2PAeW3WV8yb9rR09vQoh\\_7EmHKzIQyZPEjHJmEwKit50uUnlVOGzrKp4&mibextid=vGW32m&fs=e&s=cl](https://www.leelanauticker.com/news/u-of-ms-fraternity-of-fathers-brings-new-parenting-perspectives-to-young-families-in-the-county/?fbclid=IwAR2PAeW3WV8yb9rR09vQoh_7EmHKzIQyZPEjHJmEwKit50uUnlVOGzrKp4&mibextid=vGW32m&fs=e&s=cl)

# Parenting Communities Lending Library



Did you know we have a lending library for parents and caregivers? We have a whole bunch of great books on parenting and child development that families are free to borrow!

Message us on facebook, call us at (231) 256-0227, email us at [parentingcommunitieslc@gmail.com](mailto:parentingcommunitieslc@gmail.com), or talk to us at a playgroup or home visit if you're interested in using our lending library!





**PoWeR! Book  
Bags**

Empowering Children to Play, Write, and Read Today for a  
Better Tomorrow

The logo for PoWeR! Book Bags features a light blue shopping bag with a black outline and a handle. Inside the bag is a simple black smiley face with two dots for eyes. The bag is holding a small purple book. The text "PoWeR! Book Bags" is written in a large, white, sans-serif font on a solid purple background. Below the title, the tagline "Empowering Children to Play, Write, and Read Today for a Better Tomorrow" is written in a smaller, white, sans-serif font.



Hollie Anderson,  
Community Health  
Coordinator/CHW



Autumn Jurek, RN  
Program Supervisor  
Lactation Consultant



Sue Sparkman,  
Admin Assistant



Kathy Bartell,  
Community Health Worker



Adriana Loomis,  
Community Health  
Worker,  
Hearing/Vision Tech

Not Pictured:

Rachel Pomeroy, Social Media

Michelle Klein, Program  
Coordinator



Nikki Cleland, RN



Courtney Yaple,  
Community Health  
Worker

Woody Smith, Evaluation  
Consultant



## 2022 EVALUATION SUMMARY

- Avenue ISR, an independent research and strategy consultancy, has been contracted to provide the evaluation.
- Evaluation consists of:
  - Family Check-In Survey: Assess perceived benefits of PC, satisfaction of services, and solicit ideas for improvements/additional services.
  - Standardized assessments (Home visiting clients): Parental Stress Index, Protective Factors Survey, Generalized Anxiety Disorder Assessment, PHQ9, ACES
  - Immunization Data Review
  - Kindergarten Readiness surveys/information from schools
  - Comments/stories from parents
- Avenue ISR is working further to define the community and economic impact of Parenting Communities.
  - Several longitudinal studies have found that programs that build protective factors, reduce the risk of adverse childhood experiences and build attachments between children and parents significantly reduce future costs in terms of public services, special education spending, health care costs and other societal costs.

## Key Evaluation Findings



- 44% of parents/caregivers are experiencing moderate to severe anxiety and 11% are experiencing severe depression.
- For parents who have completed multiple rounds of assessments (e.g. longer term and more active participation in PC):
  - The percentage experiencing anxiety has fallen from 50% in 2021 to 39% in 2022 and 25% in 2023
  - The percentage experiencing depression has fallen from 63% in 2021 to 47% in 2022 and 38% in 2023.
- Of parents surveyed, involvement in Parenting Communities:
  - Helps 95% of them feel less isolated
  - Helps 86% of them navigate the ups and downs of life
  - Helps 97% of them learn about resources and supports to help them as parents/caregivers
  - Helps 91% of them be better parents
- *“Parents/caregivers benefiting from home visiting services are not only gaining parenting skills and knowledge, most are also getting connected to supports that can create pathways for improved family circumstances.”*

***“In its first two years of full implementation in Leelanau County under the auspices of the Benzie-Leelanau District Health Department, Parenting Communities appears to be having a dramatic and positive impact on families in Leelanau County, providing the knowledge, connections and community support to help them navigate challenging times.”***

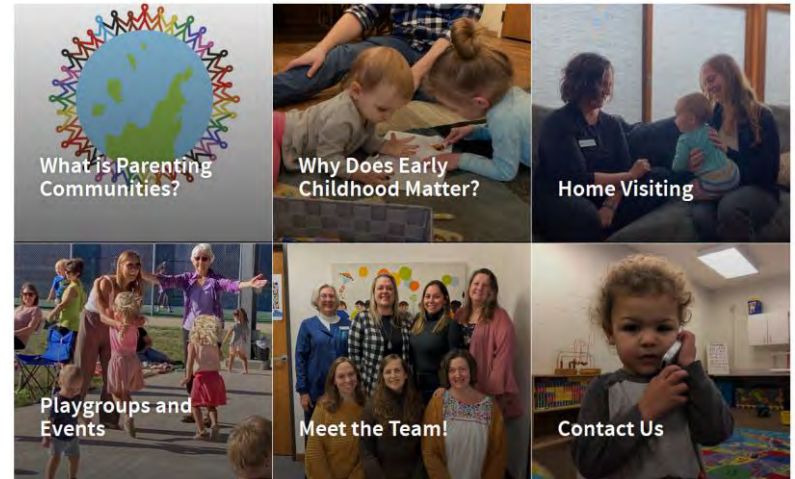
Where to find more information...



**PARENTING COMMUNITIES**  
 parentingcommunitieslc@gmail.com  
 Facebook @PCLeelanau  
 Instagram @ParentingCommunities  
 www.blhd.org/Parenting-Communities  
 231-256-0227



## June's Event Registration



## Other Resources/Forms

- Dolly Parton's Imagination Library
- Click here to sign up for newsletters, playgroup information, etc.
- Refer someone for support from Parenting Communities
- Urgent needs resource guide
- Archive publications

## Probate/Family Court BOC Report June 2023

**Probate/Family Court Judge Marian Kromkowski:** 6-year Term ends December 31, 2024. President of the Top of Michigan Probate Judge Association; board member of the Michigan Probate Judge Association; chairs the Michigan Supreme Court's Security Committee for Leelanau Courts; Executive Board member of the Leelanau County Substance Abuse and Prevention Coalition; Executive Board member of the Leelanau Early Childhood Development Commission. Awaiting appointment to the Michigan Tribal State Federal Judicial Forum.

**Probate Register Kris Mattis:** Hired in 2019. Member of Michigan Judicial Probate and Juvenile Registers' Association. Maintains a good working relationship with Adult Protective Services, Community Mental Health, and Leelanau Senior Services. She has collected \$3,742 in reimbursements for court appointed attorney and guardian ad litem fees this year, more than all of 2022.

**Deputy Probate Register/Court Recorder Sage Mrdeza:** Hired the end of April 2023. Sage previously worked at the Probate Court in Grand Traverse County. She has a Bachelor in Sociology and has worked in the behavioral health system.

**Probate Court Operations:** Numbers remain consistent with approximately 150 new filings a year of varying complexity. The 28-hour per week part-time Deputy Probate Register position is inadequate. We are requesting an increase to a 35-hour per week full-time position. Having only Kris on Fridays is challenging. Any uptick in emergencies leaves gaps in the coverage at the front window or on the telephone. When Kris is on vacation, ill or unavailable on Fridays, there is no Probate staff to serve the public.

**Family Court Administrator Cameron Clark:** Hired in 2022. He is the CASA Coordinator, on the Leelanau County Family Coordinating Council and Systems of Care. Is the President of the NMJOA, serves on the Executive Board of MAFCA and was a member Governor Appointee to the Juvenile Justice Taskforce.

**Josephine Lingaur:** Hired in 1999 by Judge Deegan. She has served under three judges and three court administrators as Juvenile Register, Court Recorder, Collections Specialist, and Judicial Secretary.

**John Boonstra:** Hired in 2013. John interacts with Leelanau boys as young as 10 through the Prevention/Diversion Program and Guys Group. John is a certified substance abuse prevention specialist and member of the Leelanau County Substance Abuse and Prevention Coalition.

**Sarah Hubbell:** Hired in 2020. Sarah is John's counterpart working with Leelanau girls through the Court's Prevention/Diversion Program and Voices and Choices.

**Ryan Douglass:** Hired in 2000. Ryan is Juvenile Probation Caseworker for delinquent boys and is co-facilitator of the Guys Group.

**Therese Larson:** Hired in 1994. Therese is a Juvenile Probation Caseworker for delinquent girls, a co-facilitator Voices and Choices co-facilitator, race director of TCTC (Traverse City Track Club) for Kids Marathon for youth and participates in Leelanau County Trauma Support for Children and Adolescents Committee. Therese is also now our Adoption Specialist.

**Family Court Operations:** 12 children are the subjects of six Abuse and Neglect cases; 4 children have been in long term placements. All been in the adoption portal for years with no success. Two are now in adult foster care, awaiting the appointment of guardians. Delinquency cases continue to remain steady with 18 youth having received services on intensive probation or In-Home Supervision program and another 17 on the non-intensive case list. There are currently no delinquent youth in foster care, detention or residential placements. This year we have utilized 93 days of detention and/or residential care for delinquent youth.

**Diversions/Prevention Program:** There have been 40 youth in our voluntary Diversion and Prevention caseload this year, (32 still currently active) with an expectation for over 50 youth to be served throughout the fiscal year. This program continues to provide effective opportunities and interventions that reduce the number of youth in the In-Home Supervision/formal probation.

**Juvenile Justice Task Force.** After a 2-year study, the Juvenile Justice Task Force made recommendations to the Governor and legislature regarding funding, data collection, detention of status offenders, diversion programs, probation practices, screening/risk assessments, residential treatment programs, etc. Cameron Clark was an active member of this Task Force.

**Youth Treatment and Detention Bed Crisis.** Grand Traverse and Leelanau County Family Court Judges, Court Administrators, County Administrators, and the GTB Tribal Judge have been working together on the issue of shortage of residential treatment and detention beds. In close collaboration with our local legislators, we have requested necessary state funding to be appropriated to build a facility in Grand Traverse County.

**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 have begun their 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 on the Sail Champion. We have new kayaks which were provided by a 2% grant from the GTB.

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: _____ <u>Deborah Allen</u> Telephone Number: _____ <u>231-256-8100</u>	<b style="text-align: center;">Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: _____ <u>06/09/2023</u>
<b style="text-align: center;">Financial/Source Selection Method</b>	Vendor: <u>Leelanau Co. Substance Free Coalition</u> Address/ Phone: _____ _____ <b>Description:</b> <u>Boards/Comm. Recommendation</u>
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>FY2023 Budget</u> <input checked="" type="checkbox"/> Account No.: <u>101.100.101.967.019</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	

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

### Document Description

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input checked="" type="checkbox"/> Department Head/Elected Official Authorization
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This request is to approve the remainder of the FY 2023 budget of the Leelanau County Substance Free Coalition (formerly the Leelanau County Substance Abuse Prevention Coalition), as an "itemized budget" had not been formally presented to Commissioners during last year's budget process.

The Coalition had previously brought forward and had been subsequently approved to provide financial support to the area schools for their respective proms.

The Coalition will be included as part of the budget Planning Process moving forward.

**Suggested Recommendation:**

I move to recommend to the County Board of Commissioners to approve the itemized FY2023 budget of the Leelanau County Substance Free Coalition (formerly the Leelanau County Substance Abuse Prevention Coalition), as presented.

Department Approval: _____	Date: <u>06/09/2023</u>
----------------------------	-------------------------





### **Budget for Leelanau County Substance Free Coalition**

- Branded Items (keychains, t-shirts, pens, lanyards, stress balls, mugs, etc.): \$1,500
- Event Costs (Senior Expo): \$1,000
- Leelanau County Prom Sponsorships: \$7,000 (*already approved*)
- Leelanau County Senior All Night Parties Sponsorships: \$5,000
- Salary: \$12,000
- Speakers fees: \$3,500

**Total: \$30,000**

### **Budget Narrative**

- Branded items for awareness-building at events and sponsored activities: \$1,500
- Event Costs: representation at 10 events x \$100 fee = \$1,000
- Leelanau County Prom Sponsorships: \$1,000 x 6 Leelanau County schools + TC West = \$7,000 (*already approved*)
- Leelanau County Senior All Night Parties Sponsorships: \$500 x 6 Leelanau County schools = \$3,000
- Salary: \$1,000 x 12 months = \$12,000
- Speakers fees: \$1,250 x 4 quarterly speaking/training events = \$3,500

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Human Resources</u> Contact Person: <u>Darcy Weaver</u> Telephone No.: <u>(231) 256-8114</u>	<b>Submittal Dates</b> <input checked="checked" type="checkbox"/> Executive Board Session  06/13/2023
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>Peterson McGregor</u>  Address/ 1368 Business Park Dr. Traverse City, MI 49686 Phone: (231) 922-7220
<input type="checkbox"/> Negotiated  <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>101.830.871.954.000</u>	

Budgeted Amount: <u>                  \$ 58,607.00</u>	Contracted Amount: <u>                  \$61,254.00</u>
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Document Description	
<input checked="checked" type="checkbox"/> Renewal	<input type="checkbox"/> Other _____

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

Attached is the proposal from Peterson McGregor for the upcoming Workers Compensation policy renewal (see attached).

Dennis Muth will be presenting on behalf of his firm.

**Suggested Recommendation:** I move to recommend that the County Board of Commissioners waive the policy on bid requirements and approve renewing a one-year contract with Peterson McGregor and Associates for Workers Compensation Coverage, in the amount of \$61,254.00; funds to come from 101.830.871.954.000.

Department Head Approval: Darcy Weaver Digitally signed by Darcy Weaver Date: 2023.06.05 13:18:09 -04'00' Date: 06/05/2023



# Leelanau County

Insurance Term: 7/1/2023 – 7/1/2024  
Presented by: Dennis Muth



**Peterson McGregor**  
INSURANCE

1368 Business Park Drive  
Traverse City, MI 49686

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.

## Named Insureds

Insured	Interest
Leelanau County	First Named Insured

## Location Schedule

Loc	Bldg	Address
1	1	8527 E. Government Ctr Dr #101, Suttons Bay, MI 49682

# Workers Compensation

**Issuing Company**      Accident Fund National Insurance Company  
**Policy Term**            7/1/2023 to 7/1/2024

## 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	Renewal Estimated Annual Payroll	Current Annual Payroll
1			8527 E. Government Ctr Dr #101, Suttons Bay, MI 49682		
		7720	Police Officers	\$2,825,644	\$2,956,825
		8810	Clerical	\$3,469,206	\$2,545,262
		8820	Attorneys	\$371,357	\$427,094
		9015	Janitorial Operation	\$146,931	\$130,368
		9102	Parks	\$50,115	\$37,123
		9410	Municipal Employees	\$1,010,091	\$1,087,067

## Premium Calculations

Description	22-23 Factor	23-24 Factor
Experience or Merit Modification	0.88	0.89

## Remarks

Description
Accident Fund Group Program - Potential Dividend Payout – <b>*2022 Dividend payout \$6,987</b>

# Premium Summary

Coverage	Expiring Premium	Renewal Premium
Workers Compensation	\$58,607	\$61,254
<b>Total Premium</b>	<b>\$58,607</b>	<b>\$61,254</b>

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Human Resources</u> Contact Person: <u>Darcy Weaver</u> Telephone Number: <u>(231) 256-8114</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>06/13/2023</u>
<b>Financial/Source Selection Method</b>	Vendor: _____ Address/ Phone: _____  <b>Description:</b> FYI/Review/Update
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>N/A</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
Budgeted Amount: _____ Contracted Amount: _____	
<b>Document Description</b>	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Department Head/Elected Official Authorization  LEELANAU COUNTY POLICY UPDATES  The following County Policies related to Personnel are being presented for your review and approval.  1.07 - Non-Union Personnel Policy 2.02 - Sexual Harassment Policy 2.03 - Equal Employment Opportunity Policy 3.03 - Information Technology Resources Policy 3.06 - Drug Free Work Environment Policy 5.06 - Reimbursement Policy 5.07 - Per Diem Policy 5.08 - Family Medical Leave Act Policy  County policies are living documents that must be consistently maintained to ensure that they reinforce Leelanau County's culture and stays current with federal, state and local laws. These policies were last updated between 2013 and 2019.  The draft updates are attached for review by the Board of Commissioners and are also currently under review by Corporate Counsel.  <b>Suggested Recommendation:</b> I move to recommend that the Leelanau County Board of Commissioners approve the updates to County Policies 1.07, 2.02, 2.03, 3.03, 3.06, 5.06, 5.07 and 5.08, pending review and approval by Corporate Counsel.	

**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT: Employee Benefits & Policies  
(Administrator)

Policy No.: **1.07**

SPECIFIC SUBJECT: Employee Personnel Policy

Adopted:	01/14/1986
Revised:	02/02/1994
Revised:	01/01/2000
Revised:	05/17/2005
Revised:	11/18/2008
Revised:	01/01/2010
Revised:	04/21/2015
Revised:	02/19/2019

Deleted: Non-Union

APPLIES TO: County Employees  
This policy is not applicable to elected county positions.

Deleted: Non-Union

**PURPOSE:** This policy should not be construed as creating a contract between the County and any of the applicable employees. The interpretation and operation of the benefits noted herein are within the sole discretion of the Leelanau County Board of Commissioners (hereinafter referred to as the "County Board.") Benefits outlined in this policy may be added to, expanded, reduced, deleted or otherwise modified by the Leelanau County Board of Commissioners and any such modifications in this policy shall be solely within the discretion of the CountyBoard.

The County reserves and retains, solely and exclusively, all rights to manage and operate its affairs and neither the constitutional nor the statutory rights, duties and obligations of the County shall in any way whatsoever be abridged by the terms of this policy.

Just as any employee may resign at any time for any reason, the County reserves the right to terminate an employee with or without cause, and with or without notice, at any time. The County/Employee relationship is one of employment "at will" and no representative of the County has authority to enter into any agreement for employment for any period of time or to make any agreement contrary to the foregoing. An employee shall not rely upon custom or prior practice. The fact that this policy may have been applied differently in the past does not affect their current or future enforcement.



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Attached hereto are:

- Drug Free Work Environment Policy
- Equal Employment Opportunity Policy
- Family Medical Leave Act Policy
- Information Technology Resources Policy
- Sexual Harassment Policy
- Travel Policy

1. Types of County Positions

- A. Regular Full-Time Positions. Employees hired to perform year-round work and who work a normal workweek shall be considered regular full-time employees.

Deleted: year round

Generally, regular full-time employees are regularly scheduled to work a thirty-five (35) hour workweek.

Certain specifically designated regular full-time employees are scheduled to work a thirty-seven and one half (37½) hour workweek and/or a forty (40) hour workweek.

- B. Regular Part-Time Positions. Employees hired to perform year-round work but who work less than the normal workweek shall be considered regular part-time employees.

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- C. Grant Positions. Employees hired to perform work pursuant to a state or federal grant shall be considered grant employees.

- D. Temporary Positions. Employees hired for a limited period of time for either full or part-time employment shall be considered temporary employees. A temporary employee shall be hired for a period not to exceed twenty-six (26) weeks, and shall receive Social Security and Workers' Compensation benefits and are not eligible for any other fringe benefits.

- E. Paid Internships. Leelanau County may offer paid internships when funding is available. Paid interns will receive compensation in accordance with the internship program and IRS guidelines. Paid interns are not eligible for any benefits outlined in this policy manual.

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- F. Unpaid Students/Interns/Volunteers. Students/interns/volunteers serving internships, field placements or practicum training in a County department are not eligible for any compensation or benefits outlined in this policy manual. All unpaid internships must be in accordance with IRS Guidelines.

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- G. Volunteers may also be used in certain circumstances. The County will abide by the legal requirements relative to any program providing such workers, the provisions of applicable collective bargaining agreements, and the statutory powers of elected Department Heads.

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- H. Seasonal employees. Seasonal employees may be hired to work full-time or part-time for the County into positions that are determined to be seasonal because: by the nature of the position an employee works for a period of six months or less; and, the period of employment begins each calendar year in approximately the same part of the year, such as summer or winter.

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I. Nonexempt employees. Nonexempt employees are required to be paid overtime pay as indicated by applicable wage and hours provisions in the Fair Labor Standards Act. Vacations, holidays, general and personal leave days, and other time not actually worked, except as addressed by applicable federal law or bargaining unit contract, is not counted in determining whether overtime pay is owed.

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J. Exempt employees. Exempt employees, including certain executive, administrative and professional team employees, are not required to be paid overtime pay for hours worked in excess of forty (40) hours in a workweek, in accordance with applicable wage and hour provisions in the Fair Labor Standards Act.

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Any questions concerning an employee's category or exemption status may be directed to the Human Resources Department.

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## 2. Pay Periods and Overtime

A. Pay Period. The County payroll shall be prepared on a bi-weekly basis and payroll checks shall be issued no later than 4:00 p.m. on the Thursday following the close of the payroll period. When emergency conditions make this impossible, paychecks shall be issued and distributed as soon as possible thereafter.

B. Overtime Compensation. Leelanau County generally attempts to discourage overtime. However, on rare occasions when overtime is required, the County will compensate employees eligible under the Fair Labor Standards Act ("FLSA") as follows: Work in excess of forty (40) hours per week will be considered overtime and shall be compensated at a rate of one and one half (1½) times the base hourly rate computed and paid in the payroll period in which the time was worked.

All overtime must have prior approval of the employee's Supervisor and shall be based on hours worked.

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The above-described compensation for hours worked beyond the normal workweek does not apply to managerial and professional employees of the County who are exempt from overtime by the FLSA.

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Time Records. At the completion of a payroll period, each employee shall prepare, submit, and sign an approved timesheet. Timesheets shall be the basis for preparing payroll and recording deductions from accumulated vacation, personal and other types of leave taken by employees. Timesheets shall be submitted to the Accounting Department by 10:00 a.m. the Monday following the end of the pay period, unless requested earlier due to a holiday.

## 3. Deductions from Pay:

If Leelanau County were to make deductions from an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee may be deemed not paid on

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a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Deductions from pay are permissible when an exempt employee:

- a. Does not perform any work during a workweek;
- b. Is absent from work for one or more full days for personal reasons other than sickness or disability; or for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- c. For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions of major significance, including but not limited to theft or violations of Leelanau County's harassment, drug and alcohol, safe workplace and workplace violence policies (or such other work rule of major significance). This does not include merely performance issues such as absenteeism and tardiness;
- d. An employer is not required to pay the full salary in the initial or terminal week of employment;
- e. For penalties imposed in good faith for infractions of safety rules of major significance; or
- f. For weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

In these circumstances, either partial day or full day deductions may be made.

It is Leelanau County's policy to comply with the salary basis requirements of the FLSA. Therefore, Leelanau County prohibits all Leelanau County supervisors, managers and directors from making any improper deductions from the salaries of exempt employees. Employees need to be aware of this policy and that Leelanau County does not allow deductions that violate the FLSA.

If an FLSA Exempt employees believes that an improper deduction has been made to his/her salary, the employee must immediately report this information to the Human Resources Director. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be reimbursed for any improper deduction made in your next paycheck.

#### 4. Overpayment:

Recovery of Overpayments: All employees should routinely examine each paycheck received in a timely manner to ensure that proper payment has been made. If an employee believes an improper overpayment has been made, he/she should immediately contact his/her supervisor, Department Head/elected official Human Resources or Payroll.

#### 5. 401(a) Plan, Longevity Pay, and Retirement Plans

- A. 401(a) Plan or Longevity Pay.

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Employees hired on or after January 1, 2015, will not be eligible for Longevity Pay.

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For employees hired before January 1, 2015, Leelanau County will match employee contributions for those regular full-time employees who choose to participate in an approved 401(a) Plan as the schedule below illustrates. For those regular full-time employees who do not choose to participate in an approved 401(a) Plan, the Longevity Pay for the calendar year is shown under the column marked "Longevity Pay." Annual contributions shall be made on the employee's anniversary date provided the employee's contribution has matched the longevity amount. Thereafter, bi-weekly payments will be made matching the employee's contribution until the longevity payment is complete.

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Employees must indicate their plan selection (401(a) Plan or Longevity Pay) prior to December 15 of the year preceding the year in which they will reach their 2<sup>nd</sup> anniversary with the County on a form provided by the Accounting Department. This one-time only decision is irrevocable.

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<u>Length of Employment</u>	<u>Employee Contribution</u>	<u>Max. County Contribution</u> OR	<u>Longevity Pay</u>
2-4 Years	\$300.00	\$300.00	\$200.00
5-9 Years	\$600.00	\$600.00	\$500.00
10-14 Years	\$800.00	\$800.00	\$700.00
15+ Years	\$1,000.00	\$1,000.00	\$800.00

Part-time employees are not eligible for the 401(a) Plan or for Longevity Pay. If an employee changes from part-time to full-time status, the employee's start date of full-time employment will be used for the purpose of computing benefits.

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B. Retirement Plans.

1. Municipal Employees Retirement System. All regular full-time and regular part-time employees shall be members of the Michigan Municipal Employees Retirement System. The County shall offer the MERS B-4 Plan (Defined Benefit), 50/25, FAC 5, vesting 10 years, no member contribution.

For new employees hired on or after March 21, 2012, the County shall offer the MERS B-2 Plan (Defined Benefit), age 60, FAC 5, vesting 10 years, member contribution of 2%.

2. Deferred Compensation. The County shall make available to all regular full-time and regular part-time employees a plan for deferred compensation until such time that the employee terminates his/her employment with the County by retirement or otherwise. This benefit is voluntary on the part of the employee.

6. Normal Workweek

Leelanau County offices shall normally be open five (5) days each week, Monday through Friday, from 9:00 a.m. to 5:00 p.m., except for legal holidays designated in this policy. Employees will receive a one (1) hour unpaid lunch break.

The normal workweek for Leelanau County employees shall be thirty-five (35) hours per week, except for employees specifically designated to work a thirty-seven and one half (37½) hour workweek and/or a forty (40) hour workweek.

7. Legal Holidays

A. The following holidays shall be observed as legal holidays by the County:

- |   |                                   |
|---|-----------------------------------|
| 1. New Year's Day                                   | 7. Labor Day                      |
| 2. Martin Luther King, Jr. Day                      | 8. Veterans Day                   |
| 3. Presidents' Day                                  | 9. Thanksgiving Day               |
| 4. Good Friday - Four (4) hours<br>in the afternoon | 10. Friday after Thanksgiving Day |
| 5. Memorial Day                                     | 11. Workday before Christmas Day  |
| 6. Independence Day                                 | 12. Christmas Day                 |

B. Most County offices shall be closed on these designated holidays except those offices furnishing continuous services seven (7) days per week or where circumstances make such work necessary.

C. Whenever one of the above-designated holidays falls on a Sunday, the Monday following shall be considered the official holiday and whenever one of the above-designated holidays falls on a Saturday, the immediate preceding workday shall be considered as the official holiday.

D. Whenever a legal holiday falls within a period an employee is on authorized personal days or vacation leave, that legal holiday shall not be deducted from the employee's personal days or vacation leave accumulation.

E. To be eligible for holiday pay, an employee must work a full regular scheduled workday before and after the holiday, unless the employee is on authorized vacation leave or personal days.

F. Regular part-time employees, who are regularly scheduled to work on the day a holiday is observed, shall observe the holiday and be compensated for the number of hours they were scheduled to work.

8. Leaves of Absence

A. Vacation Leave.

1. Regular full-time employees who have completed 90 (ninety days) of continuous employment with the County shall earn vacation leave as set forth below:

<u>After:</u>	<u>Maximum</u>
<u>90 days</u> -----	6 days
<u>1 year</u> -----	12 days
5 years -----	18 days
10 years -----	20 days
15 years -----	22 days

Vacation leave shall be accrued on the employee's anniversary date. Vacation leave may be taken in increments.

2. Vacation leave shall be taken with the permission of the employee's Supervisor and shall be scheduled as far in advance as possible.
3. Employees shall not be entitled to take vacation leave the first year of employment with the County.
4. Vacation leave may not be taken prior to being earned.
5. Employees, while on personal days, shall continue to earn vacation leave.
6. Employees on a 35-hour workweek shall not be permitted to accumulate unused vacation leave beyond two hundred ten (210) hours, (thirty (30) days.)
7. Employees on a 37½-hour workweek shall not be permitted to accumulate unused vacation leave beyond two hundred twenty-five (225) hours, (thirty (30) days.)

Employees on a 40-hour workweek shall not be permitted to accumulate unused vacation leave beyond two hundred forty (240) hours, (thirty (30) days.)

8. Regular part-time employees shall earn vacation leave based upon their length of continuous service to the County, such vacation leave being prorated on the ratio of regularly scheduled hours worked to the normal hours of the workweek.
9. Vacation leave shall apply to regular full-time and regular part-time

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employees only.

10. The County Administrator may negotiate vacation for non-union professional staff in order to attract highly qualified candidates.
11. Benefits Upon Separation. After completing one (1) year of service, employees who leave the employ of the County prior to their anniversary date in any year will receive prorated pay for accrued, but not yet credited, vacation time for that year, in addition to any other unused accrued vacation time earned.

Employees who leave the employ of the County may receive pay for accrued but unused vacation leave in any of the following circumstances:

- If an employee retires in accordance with the retirement plan currently in effect.
- If an employee resigns from employment and a minimum of two (2) weeks advance notice is given.
- If an employee is laid off and requests payment of vacation leave pay, provided, however, that such vacation leave pay shall be designated to the period of the layoff.

Employees who are terminated from their employment with the County are not entitled to receive pay for accrued but unused vacation leave.

- B. Personal Days. During the first 90 days of employment with Leelanau County, an employee shall not be entitled to take personal days. However, after an employee has completed six (6) months of employment with the County, he/she shall be entitled to the personal days accrued from the date of employment. An employee must notify his/her Supervisor prior to taking personal days.

1. Effective January 1, 2015, new hires shall receive eight (8) personal days annually. Hourly personal time has been eliminated.
2. Regular full-time employees hired prior to January 1, 2015, who are scheduled to work a thirty-five (35) hour workweek, shall be credited on January 1<sup>st</sup> of year each with twelve (12) personal days, and an additional seven (7) personal hours of leave to be used on an hourly basis.
3. Regular full-time employees hired prior to January 1, 2015, who are scheduled to work a forty (40) hour workweek, shall be credited on January 1<sup>st</sup> of each year with twelve (12) personal days, and an additional eight (8) personal hours of leave to be used on an hourly basis.

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4. Regular part-time employees shall be credited with personal days on a prorated basis.
5. New hires employed after January 1<sup>st</sup> shall receive prorated personal days in relation to the number of months left in the year.
6. One (1) personal day shall equal seven (7) hours, seven and one half (7½) hours, or eight (8) hours, depending on the employee's work schedule, at the employee's regular hourly rate of pay when he/she takes a personal day. Personal days may be taken in increments.
7. Employees shall normally give the Employer at least forty-eight (48) hours advance notice of their intent to use a personal day unless sickness or injury prevents same. Personal days will normally be granted unless an emergency exists or required staffing cannot be scheduled.
8. Employees who leave the employ of the County, other than for retirement, shall have that year's personal leave pro-rated in relationship to the number of months worked in the year the employee leaves. Any excess Personal Leave taken will be deducted from the final paycheck.
9. Accumulation of Personal Days. No accumulation or carryover shall be allowed from year to year. All unused personal days and hours shall be forfeited.
10. Holiday. If a holiday as defined in this policy falls within an employee's personal day off, it shall not be counted as a personal day unless the employee was scheduled to work on a holiday.
11. Leave of Absence. Personal days shall not accrue during periods of leave of absence.
12. Personal Day Schedules. Personal day schedules for time off for employees shall be developed and approved by his/her Supervisor. Each Supervisor shall schedule personal days over as wide a period as possible in order to maintain required services. A personal day may be taken with forty-eight (48) hours advance approval by the Supervisor, unless due to sickness, weather emergency, or the Supervisor approves less notice.
13. Verification of Illness.
  - If an employee is unable to come to work because of sickness, he/she shall notify their Supervisor prior to the work shift, but no

later than two (2) hours after the normal workday has commenced.

- An employee who is unable to work may be required to present verification of illness to return to his/her regular jobduties.
- Employees returning to work from an illness or leave of absence may be required by his/her Supervisor to submit a statement from his/her physician qualifying his/her ability to work or to verify the illness.
- In the event of a dispute involving an employee's physical or mental ability to perform his/her job or to return to work after a leave of absence of any kind and the Employer is not satisfied with the determination of the employee's doctor, the Employer may require a report from a medical doctor of the Employer's choosing at the Employer's expense if not covered by the employee's insurance. If the dispute still exists, the Employer's doctor and the employee's doctor shall agree on a third doctor to submit a report to the Employer and the employee. Any expense of the third doctor shall be borne equally by the Employer and the employee, if not covered by the employee's health insurance.

C. Paid Medical Leave Act Leave:

Eligible Employees as defined under the Michigan Paid Medical Leave Act, 2018 PA 369 (the "MPML Act"), who are not eligible for Personal Leave under this Policy may be eligible to receive paid medical leave as provided and required by the MPML Act. Posters from the Department of Licensing and Regulatory Affairs have been posted by Leelanau County, setting forth the eligibility requirements, medical leave rights and remedies under the MPML Act. This may currently include certain regular part-time Leelanau County employees who work twenty-five (25) hours per week on average but are who are not eligible for Personal Leave as defined in this Policy. In addition, the following parameters apply to MPML Act paid medical leave:

1. MPML Act paid medical leave may only be taken by eligible employees for the reasons set forth in the MPML Act. Leelanau County employees eligible to participate in General Leave are not eligible for additional MPML Act paid medical leave, even if General Leave has been exhausted by the employee.
2. Eligible Employees shall accrue MPML Act paid medical leave at the rate of one (1) hour for every thirty-five (35) hours worked for a maximum cumulative accrual of one (1) hour per week and forty (40) hours during the benefit year. Accumulation of MPML Act paid medical leave is limited; that is, the amount carried forward may not exceed forty (40) hours. Hours above this amount will be forfeited and are not compensable. MPML Act paid medical leave is not compensable upon separation of employment.

- a. Newly hired Eligible Employees may utilize accrued MPML Act paid medical leave as it is reflected on the employee's most recent pay stub.
- b. MPML Act paid medical leave must be used in fifteen (15) minute increments.
- c. Eligible Employees who request MPML Act paid medical leave must submit a request to their immediate supervisor or designee, including reasons for the request. Utilization of MPML Act paid medical leave due to qualifying illness may require verification from a physician as determined Leelanau County and is subject to the leave provisions of Section 25 of this manual and the MPML Act. Eligible Employees will be provided no less than three (3) days to provide such documentation.

**D. Bereavement Leave.**

1. Bereavement leave is a paid absence from work due to the death of a member of the employee's family or household.
2. An employee must notify his/her Supervisor immediately if it is necessary to use Bereavement Leave.
3. Employees will be paid for up to four (4) days absence in the case of a death of the following family member:

Father	Mother	Sister	Brother
Child	Step-child	Spouse	

Employees will be paid for up to three (3) days absence in the case of a death of the following family member:

Grandparent	Grandchild	Grandparents-in-law
Mother-in-law	Father-in-law	Brother-in-law
Sister-in-law	Daughter-in-law	Son-in-law
Step-parent	Step-brother	Step-sister
Dependents living in the home		

Additional time may be taken from accrued vacation leave or personal days upon approval from the employee's Supervisor.

4. Time taken off with pay as Bereavement Leave shall not be deducted from either the employee's Annual Vacation Leave or Personal Day accumulation.
5. Verification of Death. The Supervisor may require verification of death for employee to receive bereavement benefits.

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- 6. Bereavement Leave may be used intermittently upon approval from the employee's Supervisor.
- C. Leave for Jury or Court Duty. An employee called upon to serve on a jury or who is subpoenaed to appear in court on a work-related matter shall continue to receive his/her regular compensation while so engaged. In the event the employee is awarded a fee for such service, the employee shall surrender those fees to the County. The employee shall be required to return to work if one (1) or more hours remain in the normal work day.
- D. Military Leave. See Family and Medical Leave Act Policy.
- E. Family and Medical Leave. See Family and Medical Leave Act Policy.
- F. Unpaid Personal Leave other than FMLA. For reasons other than illness, all regular full-time and regular part-time employees who have completed six (6) months of employment may request an unpaid personal leave of absence for a period not to exceed thirty (30) days in any one (1) calendar year. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the employee's Supervisor and County Administrator. Requests can be for more than thirty (30) days, if approved by the Board of Commissioners. A personal leave of absence may be granted to attend an educational institute, or for other reasons deemed appropriate by the Supervisor and County Administrator. All personal leaves of absence shall be without pay and benefits.

An employee will not accumulate personal days or vacation leave, nor will the employee be paid for holidays which may fall during the leave period.

When a leave of absence is granted for more than thirty (30) calendar days, for any reason, the County does not guarantee that the employee will be reinstated in his/her former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Supervisor.

9. Insurance Benefits

- A. Health Insurance. Leelanau County provides health insurance, which includes medical, vision and/or dental insurance. Employees electing to receive health insurance should see the County Clerk for eligibility requirements.

Part-time employees who work a minimum of twenty-one (21) hours per week may elect to receive health insurance. Part-time employees electing such coverage shall reimburse the County for the difference in the premium of the prorated benefit for the employee and may purchase spousal or family coverage through the employer

at the full cost to the employee, subject to federal law.

Upon separation of employment, the County shall pay the premium for health insurance through the end of the premium month such separation becomes effective.

If health insurance is available for an employee through another source, the employee may receive payment in lieu of obtaining health insurance. The employee must provide documentation of enrollment in alternative coverage before receiving opt out payments.

The payment in lieu of health insurance shall be 50% of the County's share of the premium that is actually paid by the County. Employees who opt out of the health care shall be permitted to purchase dental and vision coverage with the total cost being borne by the employee.

If an employee's dependent is no longer eligible for coverage, it is the employee's responsibility to notify the County Clerk in writing so that the proper adjustments may be made. If the employee fails to notify the County Clerk of the fact that the dependent is no longer eligible for coverage within thirty (30) days of the event, the employee may be subject to discipline, up to and including termination, and may be billed for expenses incurred by the County.

- B. Sick and Accident Insurance. All full-time and regular part-time employees shall be eligible for sickness and accident insurance coverage in an amount equal to sixty percent (60%) of their normal gross weekly wage (up to \$500.00 per week.) These benefits shall be payable from the first (1<sup>st</sup>) day of disability due to accidental bodily injury, or the eighth (8<sup>th</sup>) day of disability due to sickness or hospitalization for the first twenty-six (26) weeks. Contact the County Clerk's office for appropriate forms.

Long-term disability insurance will begin on the one hundred eighty-first (181<sup>st</sup>) day of injury/illness upon certification of the disability. Long-term disability shall provide for sixty percent (60%) of an employee's gross weekly wage (based upon the employee's work week) up to \$5,000.00 per month. Long-term disability shall continue as outlined in the carrier's policy.

Employees eligible for health insurance shall continue to receive fully paid health insurance for the first six (6) months of disability.

Seniority for any non-duty related disability shall continue for twenty-four (24) months from the date of injury or illness.

- C. Workers' Compensation.

1. Employees are covered by the Workers' Compensation Laws of Michigan.

Any employee involved in a work-related accident or injury must report that accident or injury to his/her Supervisor and the County Administrator by the end of the work day to fill out the proper reporting forms. Failure to properly report an injury may disqualify an employee for benefits under Workers' Compensation Insurance.

2. An employee receiving Workers' Compensation payments shall not earn vacation and personal days credit while on Workers' Compensation nor shall he/she be eligible to receive holiday pay. The County will continue for eligible employees, to pay the premiums on health and life insurance for a maximum of one hundred eighty (180) days from the date of the injury, where applicable and this time shall count toward FMLA. Thereafter, the employee may make arrangements to pay the premiums to continue those insurances, provided that the insurance carrier permits the same. All other fringe benefits shall cease while on Workers' Compensation. The above benefit is supplemental in nature only and is not intended to supersede or adjust any primary coverage.

- D. Life Insurance. All regular full-time employees are covered by a life insurance policy effective on the first month following thirty (30) days of continuous employment in the amount of Fifty Thousand and no/100 Dollars (\$50,000.00.) The entire premium is paid for by the County.

All regular part-time employees are covered by a life insurance policy effective on the first month following thirty (30) days of continuous employment in the amount of Ten Thousand and no/100 Dollars (\$10,000.00.) The entire premium is paid for by the County.

Upon separation of employment, the life insurance policy is portable. The employee is responsible for premiums thereafter.

Deleted: <#>Travel Expenses See Travel Policy.¶

#### 10. Inclement Weather

- A. When the County buildings are officially closed by the Chairperson of the Board of Commissioners, or the Vice Chairperson in his/her absence, in consultation with the County Administrator, due to inclement weather or other acts of God and employees are instructed to return home, they will be paid for their regularly scheduled hours.

Prior to the opening of the County buildings on any regularly scheduled workday, the Chairperson of the Board of Commissioners, or the Vice Chairperson in his/her

absence, in consultation with the County Administrator, may officially close the County buildings due to inclement weather or other acts of God. In such event, employees shall be paid for their regularly scheduled hours. Employees who do not return to work because of continuing inclement weather conditions after the County has been officially reopened must use personal days or vacation leave in order to be paid.

The decision to close the County will be broadcast on the following local media if possible:

<u>RADIO</u>	WTCM 580 AM and 103.5 FM WCCW 107.5 FM WKLT 97.5 FM
<u>TELEVISION</u>	WPBN and WTOM Channels 7 and 4 WWTV Channels 9 and 10

- B. When an employee is on vacation leave or personal days, he/she shall not be charged with the time if an inclement weather day occurs during that period if they are compensated for the entire day before and the entire day after the inclement weather day.
- C. This inclement weather policy shall not apply to employees who provide emergency services or who are called into work by their Supervisor.

#### 11. Tuition Reimbursement

Any regular full-time, full-time grant, and regular part-time employees covered by this policy (non-union) are eligible for financial assistance for tuition costs for college or university courses taken in an approved technical, undergraduate, or graduate program after one (1) complete year of full-time County employment.

The County shall reimburse the employee fifty percent (50%) of tuition costs if:

- A. Recommended by the employee's Supervisor and the County Administrator and approved by the Board of Commissioners prior to enrollment in the course.
- B. The college or university is approved by the Supervisor and the County Administrator. The course taken must be directly job related, as determined by the Supervisor and the County Administrator.
- C. Prior to being reimbursed for tuition expenses, the employee must present the County Administrator a receipt for payment and proof of a grade of "C" (or its equivalent) or higher.

- D. Employees eligible for education compensation under the Veterans G.I. Bill or other government sponsored programs will have to exhaust their other benefits prior to being eligible for County education benefits.
- E. Reimbursement includes tuition, registration, books, lab fees, and administrative fees but not meals or travel expenses.
- F. Reimbursement is subject to and conditioned upon money being appropriated in the employee's Department budget for this specific purpose.
- G. Tuition reimbursement is subject to all IRS required taxwithholding.

12. Rules of Conduct

Leelanau County employees are expected to adhere to the following rules of conduct. The following list is for illustration purposes only and is not intended to be all-inclusive, and employees may be disciplined for matters not listed below. Further, the list may be added to, modified or supplemented by the County Board of Commissioners. The purpose of the rules is to set forth some guidelines for conduct, violation of which will result in disciplinary action, including possible discharge. Other types of behavior can subject an employee to disciplinary action including discharge. Further, all employees serve at the will and pleasure of the County, and may be terminated with or without cause.

- A. Tardiness. Employees who are late may be docked for time lost and disciplined.
- B. Absenteeism. Employees are required to notify their immediate supervisor prior to any absence as soon as possible.
- C. Dress and Grooming. Employees are expected to maintain a neat and professional appearance in accordance with their position and working conditions. The Supervisor may implement a dress code for his/her department. Some jobs may have additional restrictions for safety reasons.
- D. Employees whose job or work assignments require uniforms, protective clothing, or equipment must wear such attire when necessary or as required. Public Decorum. All employees must maintain a pleasant and helpful attitude in dealing with members of the public and co-workers, whether by telephone or in person.
- E. Acceptance of Gifts. Employees shall not accept any gifts or gratuity from any individual or agency that may be construed as influencing a decision of a County employee. Using one's position of employment with the County for personal gain or receiving anything of value other than regular compensation is prohibited.

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- F. Personal Mail and Packages. Personal mail and packages should not be addressed to the County address. Employees shall not use County postage or other property for personal business.
- G. Visitors. Friends, relatives and children of employees are not allowed in the working areas without the approval of the Supervisor.
- H. Sexual Harassment. See Sexual Harassment Policy.
- I. Stealing, attempting to steal, misusing, or deliberately destroying County property, tools and equipment or the property of other County employees is prohibited.
- J. Unauthorized use of County property, equipment or facilities (including telephones, vehicles and duplicating equipment) is prohibited.
- K. Falsification or unauthorized altering of employment application information, records (payroll or program records), or County records is prohibited.
- L. Refusal to obey or willful failure to carry out the instructions of supervisory personnel, including the assigned duties of the job is prohibited.
- M. The following are prohibited:
  - 1. Failing to report to work when scheduled.
  - 2. Improper use of personal leave or other leaves of absence.
  - 3. Falsification of information to secure personal time off or other leaves of absence.
  - 4. Abuse of lunch periods.
  - 5. Violation of departmental rules on confidentiality.
  - 6. Inefficiency, incompetence, or neglect of duty.
  - 7. Reporting to work or working in an intoxicated condition. Consumption or possession of alcohol or illegal drugs or substance (such as marijuana) on County premises or property while on or off duty. See Drug Free Work Environment Policy.
  - 8. Use of obscene language in public office areas.

9. Threatening other persons or instigating a fight.
  10. Unauthorized possession of firearms, dangerous weapons or personal protection devices.
  11. Verbally abusing or physically attacking customers, clients, visitors or County personnel.
  12. Conduct disruptive to the work of other employees.
  13. Carelessness or negligence, which results in an injury to another employee, client or visitor.
  14. Illegal activity on County premises (misdemeanor or felony) during work or non-work hours.
  15. Violation of rules concerning outside supplemental employment.
  16. Instigating, aiding, or participating in any illegal strike or work stoppage.
  17. Disrespect, verbal abuse or insubordination to any Supervisor.
  18. Operating vehicles or equipment without a valid operator's license.
- N. Personal Equipment and Valuables. It is impossible to secure insurance coverage for personal equipment and valuables brought on County premises. Employees are discouraged from having personal items in their office and the County cannot be responsible for any loss or damage to such items.
- O. County Property. Employees shall conform to all rules for use and treatment of County facilities and property, not use any County property, equipment, vehicles, facilities or staff for personal matters or gain.
- P. Felony and Misdemeanors. Conviction or pleading guilty or nolo contendere to a felony may result in automatic termination of employment. Conviction or pleading guilty or nolo contendere to a misdemeanor may result in automatic termination of employment.
- Q. Telephone Calls. Personal calls shall be kept to a minimum.
- R. Change of Name, Address, Telephone Numbers, or Dependents. For employees who have a name change, marry, have children, divorce, change telephone numbers, or change of address, they must inform their Supervisor and the County Administrator in writing NO LATER THAN 30 DAYS AFTER THE FACT so that the

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personnel records and insurances may be adjusted. It is the employee's responsibility to keep the County Administrator up to date regarding these matters.

Forms may be obtained from the County Clerk's office or the Accounting Department.

- S. Resignation. Should an employee leave employment, a minimum notice of fourteen (14) calendar days in writing must be given to his/her Supervisor.
- T. Employment of Relatives. It is the policy of the County to permit the employment of qualified individuals who are related to an existing employee provided a supervisory-subordinate relationship would not exist as a result of that employment. Relatives are defined as spouse, brothers, sisters, parents, in-laws, and natural or adopted children.

If a supervisory-subordinate relationship occurs as a result of a marriage between two (2) employees working in the same department, then the County will attempt to transfer one (1) of the individuals but it is not required to do so. If a transfer does not occur, one (1) of the employees will be required to resign within sixty (60) days of the marriage.

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- U. Personnel Records. Personnel records are maintained in the County Administrator's Office for employees and some records may be kept by the employee's Supervisor. Personnel records include information on initial employment or re-employment, professional credentials, wage increases, promotions, demotions, disciplinary actions and other pertinent employment information. Employees may have access to review and have a copy made of their personnel file provided the County Administrator, or his/her designee, is present during the review.
- V. Outside Employment. While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations. In no case shall outside or supplemental employment conflict with, or impair an employee's responsibilities to the County. Any employee desiring to participate in outside or supplemental employment must inform his/her Supervisor. The following guidelines shall be applicable to all employees engaged in outside or supplemental employment.
  - 1. Employees engaged in outside or supplemental employment shall:
    - Not use County facilities as a source of referral for private customers or clients.
    - Not be engaged in during the employee's regularly scheduled working hours.

- Not use the name of the County or any County agency as a reference or credential in advertising or soliciting customers or clients.
- Not use County supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.
- Maintain a clear separation of outside or supplemental employment from activities performed for the County.
- Not cause any incompatibility, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the employee's duties.

2. The County shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.

Smoking. 1. Smoking is prohibited in and immediately outside the County Building and any other County-owned building, structure or facility under the Leelanau County Smoking Pollution Control Ordinance, as amended.

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2 Smoking includes, but is not limited to, the use of cigarettes, cigars, pipes, electronic cigarettes, personal vaporizers, and the like, for the ingestion of tobacco or any other substance.

3 Smoking is prohibited in any County vehicle.

4 For those employees whose job duties require entry onto private property, smoking is prohibited while on duty on private property.

5 The use of oral tobacco, such as smokeless or "spit tobacco," is prohibited in and immediately outside of any County facility, in any County vehicle, and while on duty on private property.

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13. Complaint Procedure

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A. General. This complaint procedure shall be applicable to regular County employees covered under this policy, alleging a violation of these County personnel policies. Excluding, however, employees employed by Elected County Officials (Sheriff, Treasurer, Clerk, Register of Deeds, Drain Commissioner, Prosecutor, Circuit Court and

District Court) for disciplinary or discharge matters.

Complaints of employees working for Elected Officials for disciplinary or discharge matters who are not covered by a collective bargaining agreement may be considered under this procedure if such Elected Official, at his/her option, permits the same and requests processing of the complaint in writing to the Board.

This complaint procedure is also not applicable to any County Elected Official or County employees who receive direct appointments by the County Board of Commissioners such as appointed Supervisors.

A complaint shall be reduced to writing and shall state the facts giving rise to the complaint, the sections of this policy alleged to have been violated, the remedy requested, and must be signed by the employee involved. All complaints must be brought to the Supervisor's attention within three (3) working days from the date of the action giving rise to the complaint, or within three (3) working days after the employee should have had knowledge of the action giving rise to the complaint.

B. Procedure.

Step 1. An employee alleging a complaint shall submit his/her complaint within three (3) working days of its occurrence or when the employee should reasonably have obtained knowledge of its occurrence. If not so submitted, the complaint shall be considered automatically closed.

The Supervisor shall write his/her disposition within two (2) working days.

The Supervisor does not have the authority to alter benefits as set forth in this Personnel Policy.

Step 2. Any complaint, which is not resolved in Step 1, may be submitted to the County Administrator within two (2) working days after receipt of the written disposition in Step 1.

The Administrator shall investigate the complaint and shall respond in writing to the complaint within ten (10) working days following receipt of the complaint, with copies to the Leelanau County Board of Commissioners.

Step 3. Any complaint, which is not resolved in Step 2, may be submitted to the County Board of Commissioners within two (2) working days after receipt of the disposition in Step 2.

The Board of Commissioners shall investigate the complaint and make recommendations to resolve the complaint.

The Board has the authority to revoke written warnings, transfers, demotions, and to reverse decisions on suspensions and/or discharge of employees and award back pay.

The Board's decision on such matters will be final and binding on all parties.

- C. Time and Procedural Limitations. No complaint shall be considered at any step unless it has been filed and processed within the respective time limits and procedures set forth above.

If said time limits and procedures are not adhered to by the employee, the complaint shall be considered dropped and not subject to further appeal.

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The undersigned employee of Leelanau County hereby acknowledges that he/she has received a copy of the following:¶

¶

Drug Free Work Environment Policy¶

Equal Employment Opportunity Policy¶

Family Medical Leave Act Policy¶

Information Technology Resources Policy¶

Non-Union Personnel Policy¶

Sexual Harassment Policy¶

Travel Policy¶

¶

The undersigned employee understands that nothing in this policy is intended in any way to create a contract of employment, and agrees to follow all applicable policies.¶

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Employee Signature Date¶

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**ATTACHED HERETO:** Drug Free Work Environment Policy¶

Equal Employment Opportunity Policy¶

Family Medical Leave Act Policy¶

Information Technology Resources Policy¶

Sexual Harassment Policy¶

Travel Policy

**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT: Organization Policies Policy No. **2.02**  
Administrator/Human Resources

SPECIFIC SUBJECT: Sexual Harassment Policy Adopted: 05/17/2005  
Revised: 10/08/2013  
Revised: \_\_\_\_\_

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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PURPOSE: To establish clearly and unequivocally that Leelanau County prohibits sexual harassment discrimination of its employees in any form, and to establish procedures by which such allegations of sexual harassment may be filed, investigated and resolved.

1. Sexual Harassment Defined. Sexual harassment is unlawful discrimination and is prohibited by this policy and by law. The law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when:
  - a. Submission to or rejection of such conduct or communication is made explicitly or implicitly a term or a condition of an individual's employment; or
  - b. Submission to or rejection of such conduct or communication by an individual is used as a factor in employment decisions affecting the individual; or
  - c. Such conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile or offensive employment environment. This includes, but is not limited to:
    - i. Sexually-oriented jokes, gestures, noises, remarks or comments about a person's sexuality or sexual experience directed at or made in the presence of an employee;
    - ii. Sexual or discriminatory displays or publications; and
    - iii. Retaliation for sexual harassment complaints.

Each individual must exhibit, in his or her conduct and communications, sound judgment



and respect for the feelings and sensibilities of each employee.

2. Harassment on the Basis of Other Protected Characteristics:

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed on walls or elsewhere on the Employer's premises or circulated in the workplace, on company time or using company equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means.

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2-3. Reporting Sexual Harassment. It is the policy of Leelanau County that any employee who in good faith believes he or she has been subjected to sexual harassment prohibited by law, or who believes in good faith he or she has observed sexual harassment prohibited by law, must report that fact immediately in writing to:

- a. His/her department head or the elected official for the department/function; or
- b. If the individual does not feel comfortable with his/her department head/elected official, the individual should feel free to bypass such individual his/her supervisor and file a written complaint with the Human Resources Director Leelanau County Administrator; or

~~c. If the individual does not feel comfortable with the Leelanau County Administrator, the individual should feel free to bypass the Leelanau County Administrator and file a written complaint with the Chairperson of the Board of Commissioners.~~  
If an employee has any questions regarding the reporting of such matters, they should contact the Human Resources Director.

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If an employee observes or knows of an incident of harassment involving other employees, they should immediately file a written complaint with their department head/elected official or the Human Resources Director.

If you are a supervisor, you must report, in writing, any observed or reported incidents

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of harassment involving other employees immediately to your department head/elected official or the Human Resources Director.

3. Investigation. A report or complaint will be promptly and impartially investigated by the elected official, or by the Human Resources Director. ~~or Board of Commissioners or its designee(s).~~ The matter may also be presented to ~~or reviewed by~~ Corporate Counsel for investigation or review.

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To the extent possible, the investigation will be conducted in a manner calculated to protect the privacy of the individuals involved, and the confidentiality of the complainant. The investigation may include additional interviews with the complainant, interviews with the accused, interviews of witnesses or possible witnesses, and a review of personnel files and documentary or other evidence. ~~Upon conclusion of the investigation, a written determination will be made. Remedial action, up to and including immediate discharge, will be taken as appropriate.~~

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4. Disciplinary Action. Upon conclusion of the investigation, a written determination will be made. If the investigation reveals that harassment has occurred, disciplinary action up to and including discharge will be taken. The nature of the discipline will depend upon the circumstances of each case. If an investigation of harassment reveals that the complaint was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information. If a report of sexual harassment prohibited by law is made in good faith, Leelanau County will protect the reporting individual from retaliation or any other detrimental impact on his/her employment.

5. Protection Against Retaliation. If a report of harassment prohibited by law is made in good faith, the County will protect the reporting individual and those who participate in the investigation process as witnesses from retaliation or any other detrimental impact on their employment. Employees who become aware of complaints or investigations of harassment are expected to refrain from unnecessary and unprofessional discussions with coworkers concerning the individuals involved, as such discussions may themselves be a form of retaliation or harassment. If an employee believes that they have been subjected to retaliation based upon a protected report or participation, the employee must immediately report that fact to the employee's department head/elected official or, in the alternative, to the Human Resources Director. Disciplinary action, up to and including discharge, will be taken against anyone who is found to have engaged in such retaliation.

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**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT: Organization Policies  
Administrator

Policy No. **2.03**

SPECIFIC SUBJECT: Equal Employment Opportunity Policy  
(EEO)

Adopted: 12/17/1991  
Reviewed: 04/20/2010  
Revised: 11/19/2013

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APPLIES TO: All Leelanau County Employees and Elected Officials

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PURPOSE: To provide equal employment opportunities for all qualified persons, to prohibit discrimination in employment in accordance with state and federal laws, to promote the full realization of equal employment opportunity through a positive, continuing program.

Leelanau County is an Equal Opportunity Employer. Accordingly, the Count provides equal opportunity in County employments. Our employment practices are without regard to ~~race, color, religion, sex, age, height, weight, national origin, marital status, disability, race, color, creed, religion, national origin, sex (including pregnancy, childbirth, breastfeeding or related medical condition), disability, age, height, weight, military service or veteran status, marital status, familial status, genetic information, gender identity, sexual orientation, of any other reason prohibited by law, as defined by Federal and State law, national origin, and veteran status, and all other categories protected by federal, state, and local anti-discrimination laws.~~

~~This commitment and prohibition of unlawful discrimination and retaliation applies to all terms and conditions of employment, including advertising, recruiting, hiring, training, placement, transfer, promotion, termination, layoff and recall.~~

~~It is contrary to the policy of Leelanau County to discriminate in the hire, promotion, tenure, terms or conditions of employment because of race, religion, national origin, color, sex, marital status, age, height, weight, disability as defined by Federal and State law, and all other categories protected by federal, state, and local anti-discrimination laws.~~

~~It is the policy and practice of Leelanau County to comply fully with all relevant and applicable provisions of the Americans with Disabilities Act (ADA), the Americans with Disabilities Amendments Act (ADAAA) and the Pregnancy Discrimination Act (PDA), as well as state and local laws concerning the hiring and employment of individuals with temporary and ongoing disabilities. Leelanau County recognizes its obligation under the Michigan Disability Civil Rights Act. Further, Leelanau County hereby informs all~~

employees that the Act requires that the employee notify the Employer within one hundred eighty-two (182) days of becoming aware of the need for an accommodation that the employee does need such an accommodation. This policy is neither exhaustive nor exclusive. Leelanau County will not discriminate against any employee or job applicant because of a person's physical or mental disability with respect to any terms, privileges or conditions of employment, including, but not limited to hiring, advancement, discharge, compensation, benefits and training.

Upon request, applications will be available in alternative, accessible formats, as will assistance in completing the application. Pre-employment inquiries will be made regarding only an applicant's ability to perform the duties of the position, not any disabling condition.

Physical examinations will be required only after conditional job offers are made.

Any individual who feels they have been subjected to prohibited discrimination may file a complaint with the Human Resources Director or the County Administrator.

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**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT: Workplace Environment Policies  
Information Technology

Policy No. **3.03**

SPECIFIC SUBJECT: Information Technology Resources Policy    Adopted: 06/19/1990  
Revised: 11/16/1999  
Revised: 06/18/2013

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APPLIED TO: All Leelanau County Employees

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**PURPOSE:** This policy sets forth Leelanau County's policies with regards to Information Technology ("IT") Resources (e.g., email, electronic voice and video communication, facsimile, the Internet and future technologies) including County access to review or disclosure of electronic files, electronic mail and electronic voice and video communications through or stored on any part of the IT resources systems. This policy also sets forth the policies on the proper use of the IT resources systems. These policies do not constitute a contract. The County reserves the right to change them at any time

1. General Policy:

The IT resources are intended to assist in the efficient and effective day-to-day operations of the County departments and agencies, including collaboration and exchange of information within and between County departments/agencies, other branches of government and outside contact. These resources also provide public access to certain public information.

The IT resources system is to be used for County-related purposes only. The County treats all information stored through or stored in these systems including, but not limited to, voice communication and email messages, as County information.

The County has the capability to access, review, copy, modify and delete any information transmitted or stored in the system, including voice and email messages. The County reserves the right to access, review, copy, modify or delete all such information for any purpose and to disclose it to any party if legally compelled to do so, or if the County otherwise deems it appropriate.

Those voice or other IT resources files containing personal information of an employee as a result of an employee's making incidental use of the IT resources system for personal purposes, including the transmission of personal voice and email messages, will be treated no differently than other files; i.e., the County reserves the right to access, review, copy, modify, delete or disclose them for any purpose required by law, or which the County deems appropriate in its discretion. Accordingly, employees should not use the IT resources system to send, receive or store any information that they wish to keep private. Employees should treat the IT resources system like a shared file system – the files or messages sent, received or stored anywhere in the respective systems will be available for review by authorized representatives of the County and, may be disclosed to third parties.

2. Prohibited Uses of IT Resources:

As stated above, IT resources are to be used exclusively for County purposes. Notwithstanding the foregoing, the following uses of the IT resources system are strictly prohibited, and violation of these policies may result in discipline, up to and including immediately discharge and, where appropriate, civil and/or criminal liability. The list of prohibited uses of IT resources is for illustration purposes only and is not intended to be all-inclusive and individuals may be disciplined, or subject to civil or criminal liability for matters not listed below:

- a. Distribution of offensive or harassing statements, transmission of defamatory, obscene, offensive or harassing messages or messages that disclose personal information without authorization.
- b. Distribution of incendiary statements which may incite violence or describe or promote the use of weapons or devices associated with terrorist activities.
- c. Distribution of solicitation of sexually oriented messages or images.
- d. Any use of County-provided IT resources for illegal purposes or in support of such activities.
- e. Any use of IT resources for commercial purposes, product advertisement or "for-profit" personal activity.
- f. Any sexually explicit use, whether visual or textual.
- g. Any use for religious or political lobbying.
- h. Duplicating, transmitting or using software which is not in compliance with software licensing agreements and/or unauthorized use of copyrighted materials or other person's original writings.

- i. Wasting IT resources by, for example:
  - i. Placing a program in an endless loop;
  - ii. Printing unnecessary amounts of paper;
  - iii. Disrupting the use of performance of County-authorized IT resources or any other computer system or network;
  - iv. Storing any information or software on County-provided IT resources, which is not authorized by the Leelanau County Information Technology Department.
  - v. Accessing Internet streaming audio or video that is not work related.
- j. Security violations including, but not limited to:
  - i. Accessing accounts within or outside the County's computers and communications facilities for which you are not authorized or do not have a business need;
  - ii. Copying, disclosing, transferring, examining, renaming, or changing information or programs belonging to another user unless you are given express permission to do so by the person responsible for the information program.
  - iii. Knowingly or inadvertently spreading computer viruses.
  - iv. Distributing "junk mail" such as chain letters, advertisements or unauthorized solicitations.
  - v. Transmitting confidential information without proper security and authority.

3. Suggested Practices:

It is suggested that employees undertake the following practices with regards to the use of the County's IT resources.

- a. Confidential County Information: County employees must exercise a greater degree of caution in transmitting confidential information on the computer system than they make with other means of communicating information (e.g., written memoranda, letters or telephone calls) because of the reduced human effort required to redistribute information electronically. Confidential information should never be transmitted or forwarded to outside individuals or companies not authorized to receive that information and should not be sent or forwarded to other employees inside the County who do not need to know the information.

Always use care in addressing email messages to make sure that the messages are not inadvertently sent to outsiders or the wrong person inside the county. In particular, exercise care when using distribution lists to make sure that all

addressees are appropriate recipients of the information. Individuals using lists should take measures to ensure that the lists are current.

- b. Viewing and Protecting Electronic Files: In order to guard against improper dissemination of confidential information, employees should not access their computer for the first time each day in the presence of others. Confidential information should not be left open on the screen when a computer is unattended. In addition, do not leave CD-ROM, DVD-ROM, memory cards or other external media containing confidential information out in the open. Keep them locked in drawers or filing cabinets.
- c. Passwords: Employees must use passwords as made available by the County IT resources system to protect against unauthorized access to files on which they are working. (Note, however, that individual passwords do not prevent authorized County representatives from accessing those files.) Access passwords should never consist of names, birth dates or words that can be found in the dictionary. Passwords should combine letters and numbers and be routinely changes every three to four weeks. Never disclose personal or system passwords to anyone other than authorized County representatives.
- d. Attorney-Client Privileged Communications: Some of the email messages or memoranda sent, received or stored on the system may constitute confidential, privileged communications between the County and its attorneys. Upon receipt of a message or memorandum from counsel or creation of a message to counsel, do not forward it or its contents to others inside the County without counsel's authorization. Never forward such messages or their contents to any third parties.
- e. Copyrighted Information: Use of the computer system to copy and/or transmit software programs, documents or other information protected by copyright law is prohibited by federal law and may subject you and the County to civil and criminal penalties. Never copy software programs of any kind without express authorization from the Leelanau County Information Technology Department. Never accept copies of any software programs from any other employees without approval from the Leelanau County Information Technology Department.
- f. Installation of Software: Since some software programs may be incompatible with the IT system or may contain viruses, do not install any software into the County IT system without prior approval of the Leelanau County Information Technology Department.
- g. USB Flash Drives: USB Flash Drives will be prohibited and blocked unless authorized by the IT Department. Authorized USB drives must be encrypted.



- h. Email Etiquette: Please note that your email and voice mail messages may be read or heard by someone other than the persons to whom they are sent and some day may be disclosed to outside parties or to a court in connection with litigation. Accordingly, please create and send messages that are courteous, professional and business-like. Refer to the Leelanau County Email Policy for more information.

4. Use of the Information Services Department:

You should contact the Leelanau County Information Technology Director if:

- a. You receive or obtain information to which you are not entitled;
- b. You become aware of breaches of security;
- c. You learn of inappropriate use of County-provided IT resources;
- d. Any threats to or against a County employee or County property should immediately be reported to the Leelanau County Information Technology Director.

Please seek the advice of a person in the Leelanau County Information Technology Department if you are in doubt concerning your authorization to access any particular IT resource.

To ensure that employees comply with this policy, the Leelanau County Information Technology staff may conduct periodic audits of the IT system, including individual personal computers, or back-up tapes. An employee's failure to comply with this policy may lead to disciplinary action.

Each County department or agency shall review complaints or instances of unacceptable use brought to its attention. Violators are subject to corrective action and discipline, up to and including discharge, and may also be subject to civil prosecution or prosecution under state or federal statute.

5. Training:

Cyber-security training assigned by the I.T. Department is mandatory for all employees. Failure to complete training creates undue risk to the County. Employees who fail to complete training may have I.T. privileges suspended and may result in disciplinary actions up to suspension or termination.

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**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT: Workplace Environment Policies Administration/Human Resources Policy No. **3.06**

SPECIFIC SUBJECT: Drug Free Work Environment Policy  
Adopted: 05/17/2005  
Revised: 10/08/2013  
01/15/2019

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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PURPOSE: Illegal drugs in the work place present a danger to us all. Drugs impair safety and health, promote crime, lower productivity and work quality and undermine public confidence. Leelanau County will not tolerate the illegal use of drugs, and now, by law, it cannot. Under the Federal Drug-Free Work Place Act of 1988, in order for Leelanau County to be considered a "responsible source" for the receipt of federal grant funds, Leelanau County has adopted the following policy:

Effective immediately, all Leelanau County premises, including work sites and all Leelanau County vehicles, are declared to be drug-free work places. This means:

1. All employees are absolutely prohibited from manufacturing, distributing, dispensing, possessing, or using controlled substances in the work place. This includes manufacturing, distributing, possessing or using marijuana in the work place as marijuana remains a controlled substance under Federal law.
2. Where management has reason to believe that an employee may be under the influence of drugs or alcohol, the County, at its discretion, may require the employee to submit to breath, urine or blood testing, at the County's expense, to determine the presence of drugs or alcohol. Refusal to submit to such testing may result in immediate dismissal.
3. Employees violating this policy are subject to appropriate personnel/disciplinary action, up to and including termination for the first offense, and/or other remedial measures as the individual circumstances warrant.
4. Employees have the right to know the dangers of drug abuse in the work place, Leelanau County's policy regarding drug use, and what help is available to combat drug problems. Leelanau County will provide for a drug awareness program for all employees on the dangers of drug abuse in the work place. To assist employees in overcoming drug abuse problems,

3.06 Drug Free Work Environment Policy  
Page 1 of 5

Leelanau County may offer an Employee Assistance Program. See your supervisor, the [Human Resources Director, the County](#) Administrator or the County Board of Commissioners for information regarding this.

5. Any employee convicted of violating a criminal drug statute in a County work place must inform Leelanau County of such conviction (including pleas of guilty and nolo contendere) within five (5) days of the conviction occurring. Failure to so inform Leelanau County subjects the employee to disciplinary action, up to and including termination for the first offense. By law, Leelanau County must notify the granting agency within ten (10) days of receipt of such notice from an employee or otherwise receiving notice of such a conviction.

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6. [Leelanau County may require an employee to submit to PBT, urine or blood testing in the following circumstances to ensure a drug-free workplace:](#)

1. [Applicants who have received a conditional offer of employment.](#)
2. [Immediately after an employee returns after a suspension for violation of the Alcohol and Drug Policy.](#)
3. [As part of an employee's reinstatement after successfully completing an alcohol or drug rehabilitation program.](#)
4. [Any employee, post workplace property damage accident.](#)
5. [Any employee, post workplace accident resulting in injury or illness if the employee's supervisor and/or Human Resources determine there is a reasonable possibility that employee drug or alcohol use caused or could have contributed to the reported accident.](#)
6. [Random/Periodic: Employees whose job duties fall under the United States Department of Transportation \(DOT\) will be subject to random testing. Random testing is defined as unscheduled and unannounced and random in nature. Random testing of non-DOT regulated employees may also occur.](#)
- 5- 7. [Any employee, for reasonable suspicion. An employee may be required to submit to an alcohol and/or drug test if the County has evidence that the employee is using, has used, and/or may have been involved in the use, sale, purchase, solicitation, possession or transfer of a drug or alcohol on County owned property, while on duty, or while operating a vehicle or potentially dangerous equipment owned, leased, or rented by the County in violation of this policy. The evidence must be from specific objective facts and reasonable inferences drawn from those facts in light of experience. The decision to test may be based upon any one of the several factors a combination of factors observable at work, such as behavior, appearance, conduct, and significant deterioration on work performance, or information provided by law enforcement agencies and/or a reliable and credible source of information.](#)

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7. Leelanau County may use the drug testing protocol:

1. This protocol applies to Leelanau County's requests for submission of either a urine or a blood specimen.
2. Leelanau County shall be solely responsible for all costs incurred in conjunction with the securing of all of the required specimen(s) and the necessary laboratory analysis and report(s).
3. Leelanau County shall have the responsibility for initially selecting a laboratory that will properly conduct the drug test and furnish reliable results. The laboratory selected must also provide the ancillary services needed, including specimen retention of "positive" samples for at least six (6) months. The laboratory shall have the capability of timely (within forty-eight (48) to seventy-two (72) hours after specimen collection) providing hard-copy reports of specimen analysis results.
4. Leelanau County shall make the necessary advance arrangements for approved medical collection of the urine/blood sample by qualified medical personnel in an agency-approved setting in a medical office, clinic or lab. Sample collection and testing shall take place upon the employee/applicant's receipt of notice from Leelanau County of a drug test request. The notice to the employee/applicant shall be verbal with written confirmation.
5. The medical facility's personnel credentials and procedures shall be reviewed in order to satisfy the need for a proper "chain of custody" and to minimize the risk of an adulterated sample.
6. Leelanau County shall have the absolute right to approve or reject the selection of a laboratory to conduct the testing on urine or blood specimens collected.
7. Testing will adhere to an acceptable chain of custody procedure as defined by state law and DOT regulations. The employee/applicant shall cooperate with the arrangements and procedure necessary to assure thorough "chain of custody" documentation in order to positively link the employee/applicant's sample to the ultimate test result. Documentation shall be required to include signatures, dates and times of all persons who handle the specimen from the time the specimen(s) are collected until results are reported and what actions were taken in each step of the specimen and testing process.
8. The employee/applicant shall sign whatever form is necessary to authorize the clinic, medical facility and/or doctor's office and the laboratory to disclose the test results immediately to Leelanau County. The employee/applicant's refusal to sign the form and/or the employee/applicant's withdrawal or rescission of previously executed

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authorization shall constitute a violation of this Policy and is a basis for immediate termination of the employment relationship, or withdrawal of contingent offer of employment.

9. If the test results from a first test are positive, the employee/applicant may be asked to provide a list of prescription and over-the-counter medication the employee/applicant is taking at the time of testing. The purpose of requiring this list of medications shall be to identify possible causes of "false positives" due to a "cross-reactivity" with the medications that the employee/applicant is taking. A copy of the results of the drug test shall be furnished to the employee/applicant immediately upon request.
10. Leelanau County shall treat the drug test results as highly confidential information. It shall file drug test results in the same manner in which it files other confidential medical data about employees and/or applicants.
11. Leelanau County shall ensure the confidentiality of drug test results and shall protect against the unauthorized disclosure of test results both internally and outside of Leelanau County. Within the County, access to the test results shall be restricted to individuals with a "need to know the results".
12. A "positive" result shall not be released or relied upon until a confirmatory test has verified its accuracy. Confidential hard-copy results of testing shall be provided to Leelanau County within forty-eight (48) to seventy-two (72) hours after specimen pickup
13. If a test is negative, Leelanau County shall pay the employee his/her normal straight time wages for any period of suspension.

Any employee who tests positive on a drug or alcohol test, who has tampered with a drug or alcohol sample or test or who refuses to submit to a substantiated drug or alcohol test will be discharged.

6-8. Leelanau County desires to help employees who have alcohol or drug-related problems. It is the employee's responsibility to seek assistance. Requests for such a leave of assistance will be considered confidential. However, seeking assistance after disciplinary action has begun or is imminent will not preclude disciplinary action.

7-9. Leelanau County reserves the right to offer employees convicted of violating a criminal drug statute in a County work place participation in an approved rehabilitation or drug abuse assistance program as an alternative to discipline. If such a program is offered and accepted by the employee, then the employee must satisfactorily participate in and complete the program as a condition of continued employment.

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8-10. Leelanau County supports the purpose and goals of the Drug-Free Work Place Act and by this policy, announces its intention to comply with the Act and make continuing "good faith" efforts to provide a drug-free work place. All employees are expected to cooperate and give this policy their full support.

~~All Employees are asked to acknowledge that they have read the above policy and agree to abide by it in all respects. By law, this acknowledgement and agreement are required of you as a condition of continued employment.~~

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

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

**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT: Employee Benefits and Policies  
~~Clerk~~Finance/Accounting

Policy No. **5.06**

SPECIFIC SUBJECT: Reimbursement Policy

Adopted: 02/16/2005

Reviewed: 12/17/2013

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APPLIES TO: All Leelanau County Employees and Elected Officials

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It shall be the policy of the Leelanau County Board of Commissioners that vouchers for travel reimbursement are submitted monthly, but not less than quarterly, to the department head for reimbursement authorization and processing through the Accounting Office.

Monthly reimbursement requests shall be paid on the next pay period following receipt.

Any quarterly reimbursement request not submitted ~~at the~~within 30 days of the end of a quarterly period; i.e. March 31, June 30, September 30, or December 31, shall be rejected and not paid.

**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT: Employee Benefits and Policies Policy No. **5.07**  
Administrator/Finance

SPECIFIC SUBJECT: Per Diem Policy Adopted: 07/15/2014  
Revised: 11/18/2014

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APPLIES TO: Members of the Leelanau County Board of Commissioners, members of all boards, commissions, committees or authorities appointed by the Board of Commissioners, and County employees

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The above persons may be compensated for their attendance at meetings in accordance with the following:

1. County Commissioners:

- a. County Commissioners are eligible for Per Diem for special county board meetings, committee meetings, and authority or commission meetings of which they are a member or to which they have been appointed to by the Board of Commissioners.

Per Diem is not allowed for attending monthly board meetings or for any event of a ceremonial nature; i.e., ribbon cuttings, grand openings, meetings with constituents, or similar events.

- b. County Commissioners are not eligible for Per Diem for meetings of local units of government (city, village, township, and charter townships) within their district; for service on an authority, board, committee, or commission and that agency pays a Per Diem for that service; or when per diems are prohibited by State or federal law.

- ~~b~~-c. A Commissioner who is appointed by the Board to an authority, board, committee, or commission shall act as a conduit of information to the Board of Commissioners and they shall be responsible for reporting back to the Board of Commissioners on significant plans or activities of the authority, board, committee, or commission that may impact County's goals, activities, operations, or funds.

- ~~e~~-d. County Commissioners are eligible for Per Diem for meetings, seminars, conferences, and tours of an informational or educational nature which have a direct relationship to County Commission duties AND MUST BE APPROVED IN ADVANCE by the Board of Commissioners.

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2. Board, Commission, Committee and Authority Members, other than County Commissioners:

a. Members of all boards, commissions, committees and authorities established by the Board of Commissioners, other than County Commissioners, may be entitled to the approved Per Diem (if eligible to receive a Per Diem as determined by the statutes or by-laws of that board and approved by the Board of Commissioners) in accordance with the approved Per Diem schedule, and in all cases, may be entitled to mileage to and from any meeting in the amount listed in the County Travel Policy.

b. A meeting is limited to any regular or special meeting as defined in the by-laws, or a meeting called by the chairman of the board, commission, authority, special or advisory committee at the regular location of the board, commission, authority, special or advisory committee or any meeting of a committee or subcommittee and any assignment given to a member by the chairman if at a location other than the place where a meeting is customarily held.

b.c. Per Diems will not be paid for service on an authority, board, committee, or commission when Per Diems are also being provided for that service by the agency to which the appointment is being made; or when Per Diems are prohibited by State or federal law.

3. Exclusion from Compensation, Employees, Other County Officials:

County officials, other than members of the Board of Commissioners, and County employees who serve on a board, commission, committee, or authority established by the Board of Commissioners, may be entitled to mileage for attending meetings of the board, commission, committee, or authority. However, no Per Diem shall be allowed for such attendance unless required by law or approved by the Board of Commissioners.

4. Compensation Procedure:

Members eligible to receive compensation must complete and submit a Travel Expense Voucher to the County Clerk's office Finance Department within ninety (90) days of the meeting for which they are requesting Per Diem.

5. List of Boards, Commissions, Authorities, Special or Advisory Committees Eligible for Per Diem:

A current list of boards, commissions, authorities, special or advisory committees and a current list of members eligible to receive Per Diem shall be made by the Board of Commissioners at the time when the Per Diem rates are set. The two lists shall be retained by the County Administrator and the County Clerk Finance Department. The lists established by the Board of Commissioners may be revised at any time by action of the Board of Commissioners.

6. Application of Policy:

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This policy is not intended to affect in any way the regular compensation (wages, health and retirement benefits) of members of the Board of Commissioners.

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**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT: Employee Benefits and Policies Policy No. **5.08**  
Administrator/~~Clerk~~Human Resources

SPECIFIC SUBJECT: Family Medical Leave Act Policy Adopted: 11/15/2011  
(FMLA) Revised: 04/21/2015  
Revised:

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APPLIES TO: All Leelanau County Employees and Elected Officials

The Family and Medical Leave Act provides employees that have been employed for at least 12 months, who have worked at least 1,250 hours during the 12 months prior to the start of the FMLA Leave, and who works at a location that has at least 50 employees of his/her employer within a 75-mile radius would be eligible for up to 12 weeks of unpaid Leave in a 12-month period based on a 12-month rolling calendar measured backwards from the start of the FMLA Leave. Eligible employees (as defined by the FMLA) may take FMLA Leave for any of the following reasons:

1. For the birth of a child and to care for the newborn child (Leave must conclude within 12 months of the birth.)
2. For the placement of a child with the employee, for adoption or foster care, to care for the newly-placed child (Leave must conclude within 12 months of the placement.)
3. To care for an immediate family member (spouse, minor child, adult child incapable of self-care, or parent – but not parents-in-law) with a serious health condition.
4. When the employee is unable to work because of a “serious health condition,” which includes in-patient care, medical treatment, or inability to perform an essential function of your position.
5. Because of Qualifying Exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the armed forces in support of contingency operation. “Qualifying Exigency” means one of the following duties directly related to the covered service member’s active duties:

- i. **Short Notice Deployment:** To address an issue that arises from the fact that a service member is notified of a call to active duty seven or less calendar days prior to deployment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the covered military member is notified of an impending call or order to active duty.
- ii. **Military Events and Related Activities:** This Leave may be used to attend any official ceremony, program, or event sponsored by the military or to attend family support and assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member.
- iii. **Temporary Childcare and School Activities Necessitated by the Military Member's Active Duty or Call to Active Duty Status:** This Leave may be used to arrange for alternative childcare necessitated by active duty or a call to active duty; to provide childcare on an urgent, immediate need basis (but not on a routine, regular, or everyday basis); to enroll the child in or transfer the child to a new school or day care facility; to attend meetings with staff at a school or day care facility, such as meetings with school officials regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors (but not on a routine, regular, or everyday basis.)
- iv. **Financial and Legal Arrangements:** This Leave may be used to make or update financial or legal arrangements to address the covered military member's absence, such as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System (DEERS), obtaining military identification cards, or preparing or updating a will or living trust; or to act as the covered military member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the covered military member is on active duty or call to active duty status (and for a period of 90 days following the termination of the covered military member's active duty status.)
- v. **Counseling necessitated by the military member's active duty or call to active duty status:** This Leave may be used to attend counseling provided by someone other than a healthcare provider for oneself, for the covered military member, or for the covered military member's child. Please note that if medical counseling is needed, the employee may be able to take regular FMLA Leave due the "serious health condition" of the employee or of a military member who is the employee's spouse, parent, or son or daughter.
- vi. **Rest and Recuperation:** To spend time (up to five days) with a service member who is on a short-term, temporary rest and recuperation Leave.

- vii. **Post-Deployment Activities:** This Leave may be used to attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the covered military member's active duty or to address issues that arise from the death of a covered military member while on active duty status, such as meeting and recovering the body of the covered military member and making funeral arrangements.
  - viii. **Additional Activities:** Leave may be granted if it arises out of the covered military member's active duty or call to active duty status and if the employer and employee agree that such Leave shall qualify as an exigency, and agree to both the timing and duration of such Leave.
6. To care for a spouse, son, daughter, parent, or next of kin recovering from an injury or illness suffered while on active duty in the armed forces. The Military Caregiver Leave is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA Leave.

When requesting Leave, the employee must provide County Administration with at least 30 calendar days of advance notice, whenever possible, by submitting a Request for Leave Absence form, and a Medical Certification form. If the need for the Leave is not foreseeable, the employee must provide notice to his/her supervisor as soon as possible (within the same or next business day,) and provide sufficient information for the County to reasonably determine the reason for the Leave and its anticipated duration. Failure to provide timely notice may result in denial of Leave until notice is provided. Medical certification will be required if the Leave request is for the employee's own serious health condition or to care for a family member's serious health condition and must be returned within 15 calendar days of the first day of Leave, or notification of requirement, whichever is earlier. Certification for Leave taken due to a Qualifying Exigency will also be required. Failure to provide the requested certification in a timely manner may result in denial of the Leave until it is provided. Occasional updates to the medical certification may be required.

The County may choose to authenticate or clarify a medical certification with an employee's Health Care Provider, or require and verify a certification related to a Qualifying Exigency prior to approving the Leave or may require a Certification for Serious Injury or Illness of Covered Service Member. The County, at its expense, may also require an examination by a second healthcare provider chosen by the County, if the County has a reasonable question regarding the medical certification provided by the employee. If the two healthcare providers disagree as to whether the employee suffers from a serious health condition, then the County will pay for a third, mutually-agreeable healthcare provider to conduct an examination and provide a final and binding condition.

The County will maintain health, dental, and vision benefits for the employee at the same level and under the same conditions as if the employee continued to work while on FMLA Leave. If required to pay a portion of the premium, the employee must make payment to the County

Treasurer's office by the last business day of the month. If payment is not made as stated, the employee's health, dental, and vision coverage may be cancelled for the duration of the Leave. For purposes of retirement benefits, FMLA Leave is treated as "continued service" for purposes of vesting and eligibility to participate.

If the employee elects not to return to work at the end of the FMLA Leave period, or leaves employment within 30 calendar days of the end of the FMLA Leave period, the employee will be required to reimburse the County for the cost of the premiums paid for maintaining insurance coverage during the FMLA Leave period.

FMLA Leave runs concurrently with any other sort of approved Leave. The County will follow all applicable federal law concerning FMLA. Employees will be required to use all of their Personal Leave days and one half of their accrued Vacation Leave days before being granted unpaid FMLA. If the Leave is covered under Workers Compensation Insurance or Short-Term Disability Insurance, the employee shall use accumulated Leave time for the purpose of satisfying any waiting period. Absences in excess of these accumulated days, unless covered by Workers Compensation Insurance or Short-Term Disability Insurance will be treated as Leave without pay. Accrual of vacation or any applicable Leave time will continue while under paid FMLA Leave. The employee shall not receive MERS Service Credit if on unpaid FMLA Leave.

If the employee and their spouse both work for the County, they are both eligible for FMLA Leave. However, the spouses are entitled to a combined total of 12 weeks Leave in the following circumstances:

1. For the birth, adoption, or foster care placement of a child and in order to care for such child;
2. To care for a parent with a serious health condition.

Each spouse is entitled to 12 weeks Leave because of his/her own serious health condition or to care for the serious health condition of his/her child or spouse, without counting the Leave time taken by the other spouse.

Leave due to a serious health condition, a serious illness or injury of a service member or a Qualifying Exigency may be taken intermittently (in separate blocks of time due to a single health condition) in minimum 15-minute increments or on a reduced Leave schedule (reducing the number of hours you work per workweek or per workday) if medically necessary. If the Leave is unpaid, the County will adjust an employee's salary based on the amount of time actually worked. In addition, while on intermittent or reduced-schedule Leave, the County may temporarily transfer the employee to an available alternate position that better accommodates the recurring Leave and that has equivalent pay and benefits. An employee on an intermittent or reduced Leave schedule will need to work with his/her department head to the extent possible to arrange a schedule that best suits the needs of the department.

Leave resulting from the birth, adoption, or foster placement of a child must be completed within the 12-month period beginning on the date of birth or placement of the child. It may not be taken intermittently without special permission from County Administration.

An employee may request an extension of Leave beyond the 12-week period because of a serious health condition. The employee must submit the request in writing to [the Human Resources Director County Administration](#) with medical certification of a continued serious health condition a minimum of two weeks prior to the end of their FMLA Leave. County Administration will review such request on a case-by-case basis in order to determine whether it can reasonably accommodate such a request. Reinstatement is not guaranteed when an employee is granted extended Leave and will depend on the business needs of the County. If an employee fails to return to work, or is unable to perform the essential functions of the job at the end of his or her Leave, the employee will be considered to have voluntarily resigned their position with Leelanau County.

When an employee returns from FMLA Leave for their own serious health condition, a fitness for duty statement signed by the treating physician is required. The County may require that the fitness for duty statement specifically address the employee's ability to perform the essential functions of the employee's job. An employee failing to provide a fitness for duty statement will not be permitted to resume work until it is provided. A fitness for duty statement will be required from each treating physician. Employees are required to notify County Administration of their intent to return to work at least one week prior to their return date when possible. Upon return from FMLA Leave, the employee will be restored to his/her original or an equivalent position.

Certain highly-compensated employees are "key employees" and may be denied restoration to their prior or equivalent position. Key employees are those employees who are among the highest paid 10% of employees within the County. Denial is based on the following conditions:

1. The denial is necessary to prevent substantial economic injury to the employer;
2. The employer has notified the employee of his/her key employee status, as well as the decision to deny restoration should the Leave take place or continue; and
3. The employee elects not to return to work after being notified of the employer's decision.

~~3-~~ [In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993, as amended, and its published regulations. This policy is only a summary of important provisions of the law and may not cover every possible situation. If you have questions regarding FMLA leave that are not covered by this policy, please contact Human Resources.](#)

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# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Sheriff's Office</u> Contact Person: <u>Undersheriff J. Kiessel</u> Telephone Number: <u>231-256-8602</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>06/13/2023</u>
<b>Financial/Source Selection Method</b>	Vendor: _____ Address/ Phone: _____  <b>Description:</b> Amendment
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Temporarily Exceed Staffing Levels</u> <input type="checkbox"/> Account No.: <u>101.225.351</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
Budgeted Amount: _____ \$ <u>0.00</u> Contracted Amount: _____	

## Document Description

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

The Leelanau County Sheriff's Office is requesting to temporarily adjust its 2023 budget authorized staff levels for a Corrections Sergeant from 4 to 5. This adjustment is needed because the Corrections Division has been down a Sergeant since late January 2023, due to one Sergeant being out on medical leave. Once the Sergeant started medical leave, the total length of the absence was unknown but believed to be short term. Unfortunately, the medical absence has continued and may very well go for an undetermined amount of time into the future.

As summer has crept up on us it has been determined that the need for supervision to replace the missing Sergeant is needed. The Sheriff's Office would like to temporarily promote a deputy to interim Sergeant to fill that void. The interim Sergeant will act as a shift supervisor in lieu of the absent current Sergeant, who is on medical leave. During this interim period, the deputy position will remain vacant, thus keeping overall staffing levels consistent. There will just be one extra Sergeant and one less Deputy. Once a determination has been reached on the return of the Sergeant, who is on medical leave, all parties will return to their current positions. If the current Sergeant on medical leave is unable to return to work, then the interim Sergeant will remain in that position and a hiring will take place to fill the Deputy vacancy.

This staffing level will be adjusted as soon as an interim Sergeant process can be completed and will end as soon as a determination has been reached on the return of the current Sergeant from medical leave.

**Suggested Recommendation:**

I move to recommend that the County Board of Commissioners approve the Sheriff's Office request to temporarily adjust the Corrections Sergeant approved staffing levels from 4 to 5, with funds to come from 101.225.351.703.



## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Probate Court</u> Contact Person: <u>Judge Marian Kromkowski</u> Telephone Number: <u>231-256-98803</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%;">Date of Meeting: <u>06/13/2023</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>	Date of Meeting: <u>06/13/2023</u>
Submittal Dates					
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>	Date of Meeting: <u>06/13/2023</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>Deputy Probate Register Hr. Increase</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>Deputy Probate Register Hr. Increase</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ Description: <u>Professional Services</u>		
Financial/Source Selection Method					
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Deputy Probate Register Hr. Increase</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____					
Budgeted Amount: _____ Contracted Amount: _____					
<b>Document Description</b>					
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <span style="margin-left: 200px;"><input type="checkbox"/> Department Head/Elected Official Authorization</span>					
<p>I request that the current 28 hour a week part time Deputy Probate Register position be increased to a 35 hour full-time position to be effective immediately for the following reasons:</p> <ol style="list-style-type: none"> <li>1. Necessary to manage workload in Probate Court.</li> <li>2. Would provide essential telephone and front window coverage 5 days a week.</li> <li>3. Current arrangement leaves no probate staff when Probate Register is on vacation, ill, at lunch or otherwise unavailable.</li> <li>4. Family Court staff are not versed in probate matters to effectively assist at the front window.</li> <li>5. Probate Register often forgoes a lunch hour on Friday to insure telephone and front window coverage.</li> <li>6. Frequent uptick in emergency petitions do not provide allowance for Probate Register to address consumer concerns at the window or on the telephone when there is no Deputy Probate Register.</li> <li>7. Walk in cases can be time consuming, again pulling the Probate Register from other duties on a day lacking a Deputy Probate Register.</li> <li>8. Members of the public frequently come to the Probate Court window asking for directions to other 2nd floor offices taking Probate Register away from other duties.</li> <li>9. Very challenging to secure a pool of qualified applicants for a part-time position of only 28 hours per week.</li> <li>10. Has proven equally as challenging keeping a part-time employee when a more promising full-time position becomes available.</li> <li>11. Deputy Probate Register also performs court recording duties that are needed all 5 days.</li> <li>12. For consistency in county employee workforce, as this is the only county position that is part time of only 28 hours per week.</li> </ol> <p>See attached narrative: "Day in the Life of Probate Register".                  See attached Revenue and Expense Report.</p>					
<p><b>Suggested Recommendation:</b></p> <p>I move that the current 28 hour a week part time Deputy Probate Register position be increased to a 35 hour full-time position to be effective immediately, amounting to a Probate Court budget amendment of approximately \$5,500 for the duration of 2023 and for the inclusion of a full time Deputy Probate Register in upcoming budgets.</p>					

 Department Approval: Marian Kromkowski

 Date: 5.26.23

## Day in the Life of Probate Register

It is almost noon on Friday, May 12, 2023, and I have not had a spare moment to breathe between individuals coming to the front window and phone calls. This morning I started returning emails almost an hour before our Court even opened. There are several things that I need to be focusing on, especially accountings, new petitions, and prepping files and Orders for next week's hearings. However, it is practically impossible to focus on anything without being pulled in many different directions. Our Deputy Probate Register is part-time and does not work on Fridays. The Deputy Probate Register sits next to the front window and greets everyone. She is able to answer questions, hand out pamphlets, give directions or let Probate/Family Court staff know when they have someone here for a hearing or meeting. Not to mention, she is able to direct the traffic that we get all day at the window for District Court or the Prosecutor's Office. The Family Court Administrator is not able to see if someone is standing at the front desk waiting to be helped nor is the legal secretary. We do have a doorbell, but most of the time it is not heard by other staff or the individual does not ring the doorbell, because they can see me in my office and choose to wait until I am off the phone. To top off interruptions today, District Court has Jury Duty Selection and there are many of them coming to our office first, before I have to stop working and redirect them.

Last Friday, I had a gentleman ride up the elevator with me to before work. He was very nice to wait until I set all my belongings down in my office, so that I could help him. It took about an hour, as he was completing forms to open a decedent's estate and I was processing the paperwork by reviewing, receipting money, opening the file, and issuing documents to appoint him as the personal representative. This is a lengthy process, which another individual had to wait several minutes before I could assist him. He had questions about Probate procedures, in which I answered and was able to provide helpful packets of information to him. These are all tasks that can be performed by the Deputy Probate Register, except appointing a Personal Representative. That is a task and order that is something only the Judge or myself can complete. By the time I was finished helping the second customer, I had several emails and voicemail messages to return in addition to my already mounting documents and files to work on. I had numerous phone calls coming in from a legally incapacitated individual whom we have a case for, but could not answer my phone nor the Deputy Probate Register's phone. Then, the Ward shows up at our front window if I am unable to answer the phones. Which has happened on more than a few occasions. It can be difficult to answer or return phone calls immediately, especially on Fridays. Trying to find a moment to secure bailiffs for a last-minute addition to a hearing for the following Monday. This was after already working late

the night before to report that one of our vulnerable developmentally disabled adults was kicked out of his home and needed immediate help. That Friday, I also needed to spend additional time to try and obtain help from the vulnerable adult's family. Fridays are when I need to make sure that all the proper documents and reports have been filed, and that the files and Orders are ready for the Judge's hearings the following week. However, it is nearly impossible with all of the interruptions. I was even unable to prepare my weekly transmittal of our accounts receivables to the Treasurer's Office. Which, I will attempt to do so again today. Then, there are administrative tasks and the occasional issues such as our credit card system not working on that particular Friday. Which then I have to attempt to look into while juggling many other balls in the air. I would like to also mention that we are busy on more than just Fridays, but Fridays by myself are becoming almost unmanageable.

Many customers stop into the Probate Court without calling prior to make sure staff is available. However, even if it is a Friday, I always try my best to resolve the customers' questions or filings. At times, this can be quite a lengthy process of assisting them. I would also like to mention that it is extremely difficult for me to take the mail and run intra-office errands on Fridays. Often more than not, I have to stay until after Probate Court is closed in order to have a moment to process the mail and drop it at the Post Office on my way home. Thus, most Fridays, the mail received that day cannot be processed until the following Monday. I could substitute any day of the week for a Friday, and the situation would not be much improved.

Lastly, I would like to mention that the Deputy Probate Register position is the only 28-hour position at our Government Center and our Courts. We already have a shorter workday of 7-hours versus most other working positions that are 8-hours per day. It has always been a struggle in the past to even find quality applicants to apply for this 28-hour a week position. Which, also only comes with prorated benefits. We were fortunate that the last two deputies did not require health benefits. However, our current deputy does require health benefits. I am fearful that if a more attractive full-time position comes along, we may lose her. By adding additional 7-hours per week to the Deputy Probate Register position, it will make the position more desirable to keep long-term employees. Plus, we are not only helping assist me as Probate Register, but also providing a greater service to our County.

Sincerely,  
  
Kristina Mattis

**REVENUE & EXPENSE REPORT - CURRENT**

Fund 101 General Fund  
 Department 375148 Probate Court

County of Leelanau  
 Period Ending Date: May 31, 2023

Account Number Account Name	Month-to-date Actual	Current Year-to- date Actual	Current Year Total Amended Budget	Proposed Staffing Level Change	Budget Amendment Amount
<b>Expenses</b>					
375148-703.000					
Salaries	21,162.72	111,891.38	272,971.00	276,640.00	3,669.00
375148-703.006					
Salaries -non-work holiday	0.00	441.84	1,399.00	1,878.00	479.00
375148-717.000					
Social Security	1,624.76	8,712.27	20,036.00	20,354.00	318.00
375148-718.000					
Hospitalization	0.00	19,155.00	38,310.00	38,992.00	682.00
375148-718.010					
Hospitalization Buyout	0.00	0.00	0.00	0.00	0
375148-719.000					
Retirement	0.00	2,991.20	8,660.00	9,000.00	340.00
375148-720.000					
Life Insurance/Disability	0.00	644.60	1,700.00	1,700.00	2,139.00
375148-727.000					
Office/Operating Supplies	0.00	770.34	4,250.00	4,250.00	0
375148-728.000					
Postage	0.00	636.42	1,500.00	1,500.00	0
375148-775.000					
Repair and Maintenance	0.00	0.00	35.00	35.00	0
375148-801.000					
Contractual Services	0.00	1,788.02	4,500.00	4,500.00	0
375148-802.000					
Transcript Charges	0.00	0.00	200.00	200.00	0
375148-803.000					
Jury Services	0.00	0.00	500.00	500.00	0
375148-803.001					
Jury Services	0.00	0.00	500.00	500.00	0
375148-803.003					
Jury Fees - Mileage	0.00	0.00	500.00	500.00	0
375148-804.000					
Witness Fees	0.00	0.00	100.00	100.00	0
375148-806.000					
Court Appt. Atty.	45.00	6,647.06	19,500.00	19,500.00	0
375148-807.000					
Membership Dues and Fees	0.00	189.35	800.00	800.00	0
375148-808.000					
Subscriptions	0.00	83.00	200.00	200.00	0
375148-845.000					
Mental Health Services	0.00	0.00	1,500.00	1,500.00	0
375148-847.000					
Guardianship Services	0.00	301.01	1,500.00	1,500.00	0
375148-850.000					
Telephone	0.00	156.00	312.00	312.00	0
375148-860.000					
Travel	0.00	0.00	1,500.00	1,500.00	0
375148-900.000					
Printing and Publishing	0.00	0.00	1,000.00	1,000.00	0
375148-941.000					
Computer Charges (Rental)	0.00	8,994.50	25,222.00	25,222.00	0
375148-942.000					
Copy Machine Charges (Rental)	0.00	137.91	825.00	825.00	0
375148-943.000					
Buildings & Grounds Charges	0.00	12,342.50	30,463.00	30,463.00	0
375148-960.000					
Education	0.00	0.00	450.00	450.00	0
375148-964.000					
Refunds	0.00	597.00	0.00	0.00	600
<b>Expenses Total</b>	<b>23,398.25</b>	<b>177,045.17</b>	<b>438,433.00</b>	<b>443,921.00</b>	<b>8,227.00</b>

5,488.00

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Human Resources</u> Contact Person: <u>Darcy Weaver</u> Telephone Number: <u>(231) 256-8114</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>06/13/2023</u>
<b>Financial/Source Selection Method</b>	Vendor: _____ Address/ Phone: _____  <b style="color: red;">Description:</b> Amendment
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Temporarily Exceed Staffing Levels</u> <input type="checkbox"/> Account No.: <u>281.000.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
Budgeted Amount: _____ Contracted Amount: _____	
<b>Document Description</b>	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <span style="margin-left: 200px;"><input checked="" type="checkbox"/> Department Head/Elected Official Authorization</span>  The County Administrator and Human Resources Director are requesting a temporary adjustment to the 2023 budget authorized staffing level for the Senior Services Department. With the resignation of the current Director of Senior Services as of July 11, 2023, this overlap will allow for a transition of leadership. The interview process has been started and we are hopeful to have an appointment within the next few weeks. Based on how quickly we can move forward, we are projecting no more than two weeks of additional staffing.	
<p><b>Suggested Recommendation:</b></p> I move to recommend that the Leelanau County Board of Commissioners approve the requested staffing level adjustment for the Senior Services Department for a transition of leadership to a new Senior Services Director, with funds to come from the Fund #281.	

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Deborah Allen</u> Telephone Number: <u>231/256-8100</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> 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>06/13/2023</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>06/13/2023</u>
Submittal Dates							
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: _____	<u>06/13/2023</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>Donation</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>Donation</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Ray Pleva</u> Address/ Phone: _____ <b>Description:</b> <u>Donation Acceptance</u>				
Financial/Source Selection Method							
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Donation</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: \_\_\_\_\_ \$ 525.00

### Document Description

- Request to Waive Board Policy on Bid Requirements     
  Department Head/Elected Official Authorization

On behalf of the Sheriff's Office, we are asking the Board of Commissioners to accept the donation of a ballistic protection shield from Cedar resident Ray Pleva (see attached documentation).

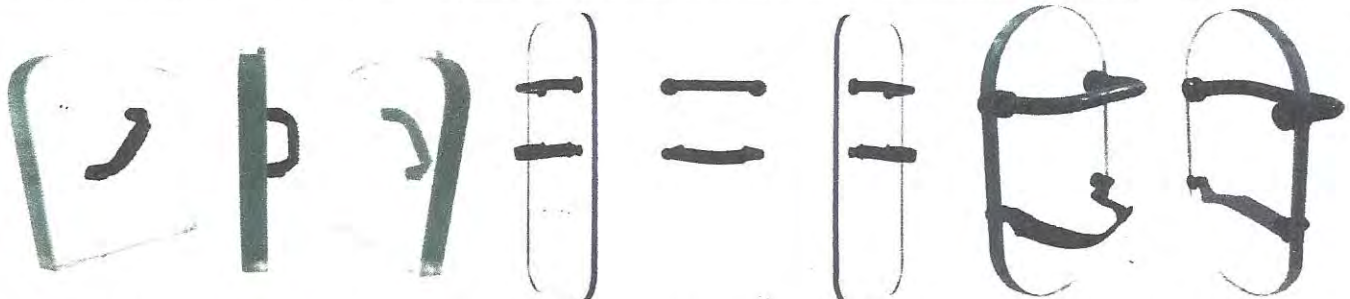
**Suggested Recommendation:**

I move to recommend that the County Board of Commissioners accept the donation of a ballistic protection shield on behalf of the Leelanau County Sheriff's Office from County resident Ray Pleva.

Department Approval: Deborah Allen      Date: 06/09/2023

**A PRODUCT FOR  
FIRST RESPONDERS**

Part Number	Ballistic Protection Level	Size	Thickness	Weight	Price
<b>TRANSPARENT PATROL SHIELD - CAR MOUNTED PROTECTION - FORD EXPLORER</b>					
DSW1	NIJ LEVEL II	9mm FMJ/.357 Mag JSP	2012-2019 Ford Explorer Driver Side	1"	10 lbs. \$525.00
DSW1.5	NIJ Level IIIA	9mm FMJ/.44 Mag LSWCGC	2012-2019 Ford Explorer Driver Side	1.5"	15 lbs. \$595.00
DSW2020	NIJ Level II	9mm FMJ/.357 Mag JSP	2020-2022 Ford Explorer Driver Side	1"	10 lbs. \$525.00
<b>TRANSPARENT PATROL SHIELD - HANDHELD PERSONAL PROTECTION</b>					
SP1.0	NIJ Level II	9mm FMJ/.357 Mag JSP	12" x 24"	1"	10 lbs. \$525.00
SP1.5	NIJ Level IIIA	9mm FMJ/.44 Mag LSWCGC	12" x 24"	1.5"	15 lbs. \$595.00
SPL.750	NIJ Level II	9mm FMJ/.357 Mag JSP	18" x 36"	3/4"	20 lbs \$835.00
All tests are performed in accordance with test standard NIJ 0108.01					
LSWCGC: Lead Semiwadcutter Gas Checked FMJ: Full Metal Jacket JSP: Jacketed Softpoint					



CAR MOUNTED PROTECTION

BODY SHIELD

HANDHELD PERSONAL PROTECTION




Scan to



SCAN ME

Watch Video

MADE IN



U.S.A.

NoAccessArmor.com  
 1-877-741-2111  
 101 Industrial Park Drive  
 Sullivan, MO 63080

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Deborah Allen</u> Telephone Number: <u>231-256-8100</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>06/13/2023</u>
<b>Financial/Source Selection Method</b> <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>n/a</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Networks Northwest/TTCI</u> Address/ Phone: _____ <b>Description:</b> <u>FYI/Review/Update</u>
Budgeted Amount: _____ <b>\$ 0.00</b>	Contracted Amount: _____ <b>\$ 0.00</b>

### Document Description

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

On behalf of the Traverse Transportation Coordinating Initiative (TTCI), Networks Northwest is asking Leelanau County to consider becoming a member of the Initiative, and pass a resolution *"to establish an intermunicipality committee under Michigan Public Act 200 of 1957 for purposes of transportation planning in the Traverse City study area"* (draft resolution is attached).

By agreeing to become a member of the group and establish an Intermunicipality Committee, the County would have a seat at the table in developing future transportation plans and programs and establish processes for the Traverse Urbanized Area, integrally considering local, county, regional and state plans, and be part of the decision-making process.

This recommendation acknowledges Leelanau County's vested interest in the Metropolitan Planning Organization (MPO), relative to the impact based on involvement of both Bingham and Elmwood Townships, the Leelanau County Road Commission, and both the Bay Area Transportation Authority (BATA) and the Northwest Regional Airport Authority.

The resolution does not obligate the county to pay any dues, fees or other financial commitments to the Committee.

**Suggested Recommendation:**

I move to recommend to the County Board of Commissioners to approve Leelanau County Resolution #2023-\_\_\_, "Resolution to Establish an Intermunicipality Committee under Michigan Public Act 200 of 1957, for Purposes of Transportation Planning in the Traverse Study Area," as presented.



**BOARD OF COMMISSIONERS**

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



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

**Leelanau County Resolution #2023-\_\_\_\_\_  
Traverse Transportation Coordinating Initiative**

**RESOLUTION TO ESTABLISH AN INTERMUNICIPALITY COMMITTEE UNDER MICHIGAN PUBLIC ACT 200 OF 1957 FOR PURPOSES OF TRANSPORTATION PLANNING IN THE TRAVERSE STUDY AREA**

**WHEREAS**, the urban transportation planning regulations implementing sections of the Federal-Aid Highway Act of 1962, and the Urban Mass Transportation Act of 1964, as amended, require that each urbanized area, as a condition of receipt of Federal transportation capital or operating assistance, having a continuing, cooperative and comprehensive (3-C) transportation planning process that results in plans and programs consistent with the comprehensively plan development of the urbanized area; and

**WHEREAS**, the Traverse Transportation Coordinating Initiative was initiated in 2023 to conduct a transportation planning process in response to the Federal-Aid Highway Act of 1962 and the Urban Mass Transportation Act of 1964, as amended; and

**WHEREAS**, urban transportation planning funds from the United States Department of Transportation are available, directly or indirectly, to the Traverse Transportation Coordinating Initiative to carry out the transportation planning process in the Traverse Study Area; and

**WHEREAS**, Leelanau County agrees to participate with other local municipalities in the comprehensive, cooperative and continuing transportation planning process for that Traverse Study Area; and

**WHEREAS**, Michigan Public Act 200 of 1957 provides for the creation, by two or more municipalities, of an Intermunicipality Committee for the purpose of studying area problems; and

**WHEREAS**, the Intermunicipality Committee may accept gifts and grants from the Federal, State and Local Governments, also from private individuals, foundations or agencies, if such grants are made for furtherance of the objectives for which the Intermunicipality Committee is established; and

**WHEREAS**, a resolution to join in creating an Intermunicipality Committee as provided by Michigan Public Act 200 of 1957, does not obligate Leelanau County to any dues, fees or other financial commitments to the Intermunicipality Committee.

**NOW, THEREFORE, BE IT RESOLVED,** that Leelanau County, together with the City of Traverse City, the Charter Township of East Bay, the Charter Township of Garfield, the Charter Township of Elmwood, the Township of Acme, the Township of Long Lake, the Township of Peninsula, the Township of Green Lake, the Township of Bingham, the Bay Area Transportation Authority, the Leelanau County Road Commission and the Grand Traverse County Road Commission has duly considered the creation of such an Intermunicipality Committee and Leelanau County does hereby agree to join with those municipalities similarly agreeing to jointly and mutually establish and organize an Intermunicipality Committee under Michigan Public Act 200 of 1957 for the purpose of studying the area transportation problems of mutual interest and concern, such Intermunicipality Committee hereinafter referred to as the Traverse Transportation Coordinating Initiative;

**BE IT FURTHER RESOLVED THAT:**

1. The Intermunicipality Committee created by this resolution shall be that organization previously established and presently operating as a voluntary association under the name Traverse Transportation Coordinating Initiative;
2. In addition to the municipalities herein named, and accordance with the Bylaws, the Traverse Transportation Coordinating Initiative as an Intermunicipality Committee shall include a duly appointed representative from the Grand Traverse County Road Commission, Leelanau County Road Commission, Federal Highway Administration, Michigan Department of Transportation, Bay Area Transportation Authority, and Airport Authority;
3. Membership on the Committee may in the future include other such units of government, agencies, commissions or committees that would be eligible in accordance with the Bylaws;
4. The Bylaws, as approved by the Traverse Transportation Coordinating Initiative and attached hereto, shall be the Bylaws of the Intermunicipality Committee;
5. The Traverse Transportation Coordinating Initiative shall operate and act in compliance with and under the authority of Michigan Public Act 200 of 1957 and shall have the duties, privileges and rights prescribed in that Act;
6. The Traverse Transportation Coordinating Initiative shall develop transportation plans and programs for the Traverse Urbanized Area, integrally considering local, county, regional and state plans;
7. The Traverse Transportation Coordinating Initiative broad objectives encompass, but are not limited to the following;
  - a. To develop transportation plans and programs and establish processes for the continuing review of plans, recommendations, and programs to facilitate the movement of persons and goods in the Traverse Study Area;

- b. To design and carry out the assembling and analysis of information pertaining to transportation within the area;
- c. To coordinate transportation facility implementation and operation within the Traverse Study Area;
- d. To review and evaluate the planning and programming of transportation related activities, projects and programs within the Traverse Study Area as they may impact the transportation system;
- e. To assist in project implementation where such projects require organizational, functional and operational analysis and/or to undertake those implementation functions not reserved to other agencies or as may be appropriately delegated by such other agencies; and
- f. To establish and implement a continuing program of public information regarding transportation planning, programs and projects.

Signatories to this resolution mutually agree to join in and ascribe to this comprehensive, continuing and cooperative transportation planning process for the Traverse Study Area, in fulfillment of the requirements of the Federal-Aid Highway Act of 1962, the Urban Mass Transportation Administration Act of 1964, as amended, and other relevant acts, regulations, or directives pertaining to Federal and State participation in the transportation planning program and projects in the TC/Garfield Urbanized Area.

On a motion made by \_\_\_\_\_ seconded by \_\_\_\_\_, to adopt the Resolution in support of the establishment of an Intermunicipality committee, under Michigan Public Act 200 of 1957, for the purposes of transportation planning in the Traverse Study Area.

Roll Call Vote: Ayes: \_\_\_\_ Nays: \_\_\_\_

**CERTIFICATE**

I, Michelle L. Crocker, do hereby certify that the foregoing is a true copy of a resolution adopted by the Leelanau County Board, at a regular board meeting, held at the Leelanau County Government Center Commissioner Meeting Room on \_\_\_\_\_, 2023.

\_\_\_\_\_  
*Michelle L. Crocker, County Clerk, and Clerk to the County Board of Commissioners*

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Sheriff's Office</u> Contact Person: <u>Undersheriff James Kiessel</u> Telephone Number: <u>231-256-8602</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>06/13/2023</u>
<b>Financial/Source Selection Method</b> <input type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>101.225.351.970.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>CML Security</u> Address/ Phone: <u>10521 Gulfdale ST</u> <u>San Antonio, Texas 78216</u>  <b>Description:</b> Capital Purchase
Budgeted Amount: _____ \$ <u>0.00</u>	Contracted Amount: _____ \$ <u>25,550.00</u>

## Document Description

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

This request is to approve the purchase of four (4) Dell Precision desktops and Wonderware software upgrade licenses for three of these computers. These computers are replacing existing Windows 7 jail control computers currently in use in the Sheriff's Office Jail. These Windows 7 computers pose a security risk that cannot be patched; replacing a computer loaded with the most current operating system is the only option.

Because the software is proprietary in nature, CML Security, the current firm that provides this software, was approached for a quote, which is attached.

**Suggested Recommendation:**

I move to recommend that the County Board of Commissioners waive its bid policy and approve the purchase of four (4) Dell computers and proprietary software to replace existing control room computers through CML Security in an amount not to exceed \$25,550.00; funds to come from #101.225.351.970.000.



Facility: Leelanau County Detention facility

To: Liana Wilson

Leelanau County

Information Technology

231-256-8105

**In reference to the quote # 23.05.24.02 Leelanau PC upgrade for Controls.**

Judge,

The computer upgrade to replace the existing (no longer supported Windows7) control computers to the newer Windows10 computers is to help keep the facility controls functions and avoid loss of control on computers that no longer have support on the software and windows aspects that has been in effect since 2017.

Upgrading the computers will allow the facility to maintain compliance with jail standards and emergency needs. The new computers along with the replacement of the Logger History computer allows the facility to get support when needed with an event logger of “what, where, when, who happened” The computers control functions are to run the jail doors, talk with intercoms for staff and detainees, integrate with the camera system, and monitor emergency panics throughout the facility. These computers serve a large part of the detention system functions and help the facility with staff needs such as fewer staff (with staff shortages), a control focal point of the entire jail, and a way to maintain compliance for emergency needs.

The control system computers are a vital part of the detention system and allow for staff comfort for maintaining safety. Overall, the system needs to be kept up and stay compliant for day-to-day operations.

If any questions or concerns arise, please contact me. Here to help.

Scott Walker, RCDD [swalker@cmlsecurity.us](mailto:swalker@cmlsecurity.us)

Division Service Manager

10521 Gulfdale ST

San Antonio, Texas 78216

(210) 385-2680 Cell

(210) 467-9253 Direct Office

(855) 426-5792 After hours



[www.cmlsecurity.us](http://www.cmlsecurity.us)

**Quote #: 23.05.24.02**  
**May 24, 2023**

**FACILITY:** Leelanau County Jail  
**PROJECT #:** 221344  
**ATTENTION:** Liana Wilson  
[Information Technology](#)  
**REQUEST:** PC Control upgrades

**CML SECURITY**  
 1052 Gulfdale St.  
 San Antonio, Texas  
 78216

**SHIP TO:** Leelanau County Jail  
**ATTENTION:** Liana Wilson  
**ADDRESS:** 8525 E Government Center Drive  
 Suttons Bay, MI 49682  
**NUMBERS:** 231-256-8105 MAIN  
 Cell

[SWalker@cmlsecurity.us](mailto:SWalker@cmlsecurity.us)

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
WALKER		UPS	GROUND		30 days	
<b>SCOPE</b>	<p>This is to replace the existing control computer from Windows7 to Windows10. This will require the existing application software loaded and configured from site and installed on the new computers. The facility will allow CML to dial in and retrieve any latest updates for the new computers configurations to allow for current information loaded. When the application is configured, CML will install the new license file Wonderware 2020R2 on each computer. 3 in total. 1 computer will serve as the ADS logger/remote support computer and will not require a license for it. CML will ship the computers and new screens to site and the facility staff-IT will install locally. The facility will provide monitors to each station. The facility call for support during this onsite installation prior to starting. CML will have a remote programmer on standby for the support or any issues that may arise.</p>					
QTY	ITEM #	DESCRIPTION	Cost Total	Material Sale	Sale Total	
<b>MATERIAL</b>						
Control upgrades						
4.00	Dell	Precision desktop computers/ 3 for controls and 1 for ADS logger. ADS will have a dual nic card. One for controls network and 1 for outside line. 8gig/intel graphics/I5/DisplayPort outputs, solid state drives		\$ 1,500.00	\$ 6,000.00	
3.00	Wonderware	Upgrade license for windows10 software license 2020R2		\$ 6,000.00	\$ 18,000.00	
				Material Sale	\$ 24,000.00	
<b>INSTALLATION - Occupied Facility</b>						
1.00	Programming-HMI CML Security,	Remote support/ 4 hours for service help while install on site/4 hours for service for inhouse configurations and setup 10521 Gulfdale Street, San Antonio, Texas 78216		(210) 467-9255	\$ 1,200.00	

Install Sale	\$ 1,200.00
<b>Sale Total</b>	<b>\$ 25,200.00</b>
SHIPPING	\$ 350.00
<b>SUBTOTAL</b>	<b>\$ 25,550.00</b>
Tax = 8.25%	Exempt
<b>TOTAL</b>	<b>\$ 25,550.00</b>
Bond 1.5%	NA
<b>Final Total</b>	<b>\$ 25,550.00</b>

The following quote has been submitted for your review and approval. This quote will be valid for 30 days from the posted date noted above. After 30 days confirmation of pricing will be required

Signature : \_\_\_\_\_

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

[www.cmlsecurity.us](http://www.cmlsecurity.us)


# EXECUTIVE DOCUMENT SUMMARY

Department: Clerk Contact Person: <u>Michelle L. Crocker</u> Telephone No.: <u>231-256-9824</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board: <u>06/13/2023</u> <input checked="" type="checkbox"/> Regular Session: <u>06/20/2023</u>
<b>Source Selection Method</b>	
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Appointments</u> Account Number (Funds to come from): _____	<b>VENDOR:</b> _____  Address/ Phone: _____

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

<b>Document Description</b>	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Jury Commission Appointments</u>

<input type="checkbox"/>	<p><b>Request to Waive Board Policy on Bid Requirements</b></p> <p>This appointment is being forwarded to the Board of Commissioners pursuant to MCL 600.1301(1) "...the jury board consists of 3 qualified electors of the county appointed by the county board of commissioners on recommendation of the circuit judges of the judicial circuit in which the county is situated, not more than 2 of whom shall be members of the same political party..."</p> <p>The individuals that have been serving on the Leelanau County Jury Commission have decided to retire. The Jury Commission appointments are for six years with staggering terms. Attached to this EDS are the letters of recommendation from the Circuit Court Judges, which is required under the statute, supporting the appointments of the individuals recommended.</p> <p>I will be present at the Executive Committee meeting should you have any questions.</p> <p><b>Suggested Recommendation:</b> I recommend to the Leelanau County Board of Commissioners the following appointments to the Jury Commission: Jane M. Keen for the balance of the term ending April 30, 2025; Kathleen M. Wessell for the balance of the term ending April 30, 2029; and Steve Yoder for the term ending April 30, 2027.</p>
--------------------------	--

Department Head Approval:  Digitally signed by Michelle Crocker  
Date: 2023.06.08 07:23:44 -04'00' Date: \_\_\_\_\_



**REVISED JUDICATURE ACT OF 1961 (EXCERPT)**  
**Act 236 of 1961**

**600.1301 Jury board; appointment; qualifications; terms; existing boards; vacancies.**

Sec. 1301. (1) In counties having a population of less than 2,000,000, the jury board consists of 3 qualified electors of the county appointed by the county board of commissioners on recommendation of the circuit judges of the judicial circuit in which the county is situated, not more than 2 of whom shall be members of the same political party. The appointments shall be for 6-year terms.

(2) In counties having a population of 2,000,000 or more, the jury board consists of 7 qualified electors of the county appointed for 6-year terms by the county executive, with the concurrence of the county board of commissioners, on recommendation of the circuit judges of the judicial circuit in which the county is situated, not more than 4 of whom shall be members of the same political party. The executive secretary and stenographer shall receive compensation in an amount fixed by the county board of commissioners.

(3) A jury board member who was appointed under this section and is serving as a member on the effective date of the 2000 amendatory act that amended this section shall continue to serve as a member of that jury board until a vacancy is created by expiration of term or otherwise. A new appointment or an appointment to fill a vacancy in a jury board shall be made as provided in subsections (1) and (2).

**History:** Add. 1968, Act 326, Eff. Nov. 15, 1968;—Am. 1969, Act 326, Eff. Sept. 1, 1969;—Am. 2000, Act 454, Imd. Eff. Jan. 9, 2001.



# County of Leelanau

**MICHELLE L. CROCKER**  
*Leelanau County Clerk*  
*Clerk of the Circuit Court*

To: Circuit Court Chief Judge, Honorable Kevin A. Elsenheimer  
Circuit Court Judge, Honorable Charles M. Hamlyn  
13<sup>th</sup> Circuit Court

From: Michelle L. Crocker, Leelanau County Clerk

Date: June 5, 2023

Subject: Jury Commission Vacancies

This memorandum is to request endorsements for appointments to the Leelanau County Jury Commission. The three members that had been serving, Rosanne Schaub, June Schaub, and Roberta Roubal have all decided to retire from the Jury Commission. So currently all 3 seats are available with staggered terms.

The vacancies were published on two occasions in the Leelanau Enterprise as well as listed on the County's website. Neither option resulted in candidates, so I began personally soliciting interested individuals.

As you are aware MCL 600.1301(1) ...the jury board consists of 3 qualified electors of the county appointed by the county board of commissioners on recommendation of the circuit judges of the judicial circuit in which the county is situated, not more than 2 of whom shall be members of the same political party....

The three names I am recommending and presenting for your consideration are:

Jane M. Keen for a balance of the term ending April 30, 2025  
Kathleen M. Wessell for a term ending April 30, 2029  
Steve Yoder for a balance of the term ending April 30, 2027

Over the years I have worked with all three of these individuals and find each one of them to be very honest and dedicated to the task at hand. It is my sincere belief that they would all be very good for the Jury Commission. Each application is attached for your review.

If you support these applicants and could send me a letter or email indicating the same as soon as possible I would appreciate it as I am preparing my EDS for the Board of Commissioners.

If you have any questions, please do not hesitate to contact me.

Have a great evening and thank-you.

KEVIN A. ELSENHEIMER  
CHARLES M. HAMLYN  
CIRCUIT JUDGES

State of Michigan



Thirteenth Judicial Circuit

328 WASHINGTON STREET, SUITE 300  
TRAVERSE CITY, MICHIGAN 49684  
(231) 922-4701  
c13court@13thcircuitcourt.org  
www.13thcircuitcourt.org

COUNTIES  
ANTRIM  
GRAND TRAVERSE  
LEELANAU

TRINA GIRARDIN  
COURT ADMINISTRATOR

June 6, 2023

Michelle Crocker  
Leelanau County Clerk  
8527 E. Government Center Dr.  
Suttons Bay, MI 49682

Dear Ms. Crocker:

Re: Jury Board Recommendation

We write to support the appointment to the Leelanau Jury Board of Ms. Jane M. Keen. Based upon our discussions with you and our understanding of the current process by which you work with the Jury Board, we have reviewed the list provided and are pleased to support the nomination of Jane M. Keen.

Again, thank you for your assistance and for your guidance regarding this applicant. Please pass our recommendation along to the Leelanau County Board of Commissioners.

Very truly yours,

A handwritten signature in black ink, appearing to be "KAE", written over the text "Very truly yours,".

Kevin A. Elsenheimer  
Chief Circuit Court Judge

Very truly yours,

A handwritten signature in black ink, appearing to be "CMH", written over the text "Very truly yours,".

Charles M. Hamlyn  
Circuit Court Judge

KAE/CMH:TNG

KEVIN A. ELSENHEIMER  
CHARLES M. HAMLIN  
CIRCUIT JUDGES

State of Michigan



Thirteenth Judicial Circuit

328 WASHINGTON STREET, SUITE 300  
TRAVERSE CITY, MICHIGAN 49684  
(231) 922-4701  
c13court@13thcircuitcourt.org  
www.13thcircuitcourt.org

COUNTIES  
ANTRIM  
GRAND TRAVERSE  
LEELANAU

TRINA GIRARDIN  
COURT ADMINISTRATOR

June 6, 2023

Michelle Crocker  
Leelanau County Clerk  
8527 E. Government Center Dr.  
Suttons Bay, MI 49682

Dear Ms. Crocker:

Re: Jury Board Recommendation

We write to support the appointment to the Leelanau Jury Board of Ms. Kathleen M. Wessell. Based upon our discussions with you and our understanding of the current process by which you work with the Jury Board, we have reviewed the list provided and are pleased to support the nomination of Kathleen M. Wessell.

Again, thank you for your assistance and for your guidance regarding this applicant. Please pass our recommendation along to the Leelanau County Board of Commissioners.

Very truly yours,

A handwritten signature in black ink, appearing to read "KAE".

Kevin A. Elsenheimer  
Chief Circuit Court Judge

Very truly yours,

A handwritten signature in black ink, appearing to read "CMH".

Charles M. Hamlyn  
Circuit Court Judge

KAE/CMH:TNG

KEVIN A. ELSENHEIMER  
CHARLES M. HAMLYN  
CIRCUIT JUDGES

State of Michigan



Thirteenth Judicial Circuit

328 WASHINGTON STREET, SUITE 300  
TRAVERSE CITY, MICHIGAN 49684  
(231) 922-4701  
c13court@13thcircuitcourt.org  
www.13thcircuitcourt.org

COUNTIES  
ANTRIM  
GRAND TRAVERSE  
LEELANAU

TRINA GIRARDIN  
COURT ADMINISTRATOR

June 6, 2023

Michelle Crocker  
Leelanau County Clerk  
8527 E. Government Center Dr.  
Suttons Bay, MI 49682

Dear Ms. Crocker:

Re: Jury Board Recommendation

We write to support the appointment to the Leelanau Jury Board of Mr. Steve Yoder. Based upon our discussions with you and our understanding of the current process by which you work with the Jury Board, we have reviewed the list provided and are pleased to support the nomination of Steve Yoder.

Again, thank you for your assistance and for your guidance regarding this applicant. Please pass our recommendation along to the Leelanau County Board of Commissioners.

Very truly yours,

A handwritten signature in black ink, appearing to read "KAE", written over a circular stamp.

Kevin A. Elsenheimer  
Chief Circuit Court Judge

Very truly yours,

A handwritten signature in black ink, appearing to read "CMH", written over a circular stamp.

Charles M. Hamlyn  
Circuit Court Judge

KAE/CMH:TNG

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Community Development</u> Contact Person: <u>Trudy Galla</u> Telephone Number: <u>231-256-9812</u>	<b>Submittal Dates</b> <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>06/13/2023</u>
<b>Financial/Source Selection Method</b>	Vendor: _____ Address/ Phone: _____  <b>Description:</b> Professional Services
<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.: <u>475245</u>	
Budgeted Amount: <u>\$ 28,000.00</u>	Contracted Amount: <u>\$ 28,000.00</u>

## Document Description

- Request to Waive Board Policy on Bid Requirements
  Department Head/Elected Official Authorization

Attached is one of the four (4) Surveyor Services Agreements for the Remonumentation Program. The Agreements were prepared by Corporate Counsel and are similar to the 2022 Agreements. There is \$28,000 in the grant budgeted for the Surveyors remonumentation work and the total for all of these Agreements is \$28,000. It will come from the 2023 Remonumentation Grant, Fund 475245.

Agreements are with:

- O'Non Land Surveying - \$7,200 (Survey 6 corners)
- Holmberg Land Survey - \$3,300 (GPS work on 6 corners)
- Grand Traverse Surveying - \$8,750 (Survey and GPS 5 corners)
- Leelanau Land Surveying - \$8,750 (Survey and GPS 5 corners)

NOTE: Only one Agreement was provided for brevity. All Agreements are on file with the Planning Director and can be shared, upon request. Services were bid out in 2019 and these surveyors were selected. Each Agreement includes language in Section XXII for additional one year periods of extension.

**Suggested Recommendation:**

Motion to recommend that the Board of Commissioners approve the 2023 Remonumentation Grant in the amount of \$40,273.00 and authorize online signature and submittal of the Grant by Director Galla.

## SURVEYOR SERVICES AGREEMENT

This Agreement is entered into by and between:

LEELANAU COUNTY ("County")  
8527 E GOVERNMENT CENTER DRIVE  
SUTTONS BAY, MICHIGAN 49682

And

LEELANAU LAND SURVEYING ("Surveyor")  
PO BOX 701  
LELAND, MI 49654

The terms and conditions of which are as follows:

### I. DEFINITIONS:

- A. County. The term "County" shall mean Leelanau County of the State of Michigan.
- B. County Application. The term "County Application" shall mean the Leelanau County Survey and Remonumentation Grant Application for the calendar year covered by this Agreement, as approved by the State of Michigan Department of Licensing and Regulatory Affairs.
- C. County Representative. The term "County Representative" shall mean the Michigan licensed surveyor appointed by the County to oversee all survey, monumentation and remonumentation work required by the County Application.
- D. Grant Administrator. The term "Grant Administrator" shall mean the Leelanau County Survey, Monumentation and Remonumentation Grant Administrator, Trudy Galla, Leelanau County Planning/Community Development Director, 8527 E. Government Center Drive, Suite 108, Suttons Bay, MI 49682.
- E. Grant Agreement. The term "Grant Agreement" shall mean the Grant Agreement between the Michigan Department of Licensing and Regulatory Affairs and the County providing the funding for the surveying, monumentation and remonumentation activities to be provided under this Agreement.

- F. Peer Group. The term “Peer Group” shall mean a committee made up of Licensed Professional Surveyors whose duty is to review all data on Public Land Survey Corners and determine their correct location.
- G. Surveyor. The term “Surveyor” shall mean the Monumentation Surveyor named above (or licensed surveyor directly or indirectly employed by it).

II. SCOPE OF SERVICE.

The Surveyor shall provide the County with the surveying, monumentation and remonumentation services the County requires for five (5) corners identified in Attachment A which is attached to this Agreement. Attachment A is incorporated into this Agreement and made a part thereof. All survey, monumentation, and remonumentation work shall be performed in accordance with the requirements of State Survey and Remonumentation Act, Act 345 of Public Acts of 1990, as amended, MCL 54.261 to MCL 54.379, and the County Application. The Surveyor shall also comply with such specific procedures the County Representative and/or Peer Group may require.

The Surveyor shall install the appropriate marker and cap for each corner assigned to Surveyor from Attachment A. For each of said corners Surveyor shall prepare a Land Corner Recordation Certificate (LCRC) as required by Act 74 of the Public Acts of 1970, as amended, MCL 54.201 *et seq* (CRA). Each LCRC shall include a geodetic coordinate value, peer group date, and County Representative’s signature and stamp. The Surveyor shall provide the Grant Administrator with one (1) copy of said Certificate by December 31, 2023.

III. SERVICES NOT EXCLUSIVE TO SURVEYOR.

It is expressly understood and agreed by the Surveyor that the performance of the services required in Section II and Attachment A shall not be exclusive to the Surveyor. The County shall at all times be free to contract with other surveyors licensed in the State of Michigan to perform the services described in Section II and Attachment A in areas of Leelanau County not assigned to the Surveyor.

IV. COMPENSATION.

The Surveyor shall be compensated for the services performed under this Agreement for five corners remonumentation/GPS in the amount of \$1,750.00 per corner for a total of \$8,750.00.

V. GENERAL CONDITIONS.

- A. Insurance. The Surveyor at all times during the term of this Agreement shall maintain insurance that meets the requirements of Leelanau County’s Board of Commissioners policy on “Insurance Requirements.” A copy of said Board Policy is attached to this Agreement labeled Attachment B. The



attached Attachment B is incorporated by reference into this Agreement and is made a part thereof.

- B. Safety and Permits. The Surveyor is responsible for ensuring that safety precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable federal and State of Michigan laws, rules, regulations and codes shall be observed. The Surveyor is responsible for compliance with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.
- C. Time, Period for Performing Work Assignments. Unless otherwise authorized by the County Representative, the Surveyor's work is to be completed, and the Land Corner Recordation Certificate(s) are to be recorded in the Register of Deeds Office with one (1) copy of said Certificate(s), and a bill for the work given to the Grant Administrator no later than thirty (30) days after the work assignment is issued. If the Surveyor fails to meet this deadline, payment may be withheld.
- D. Monument Corrections. If it is found that a Monument has been correctly placed in accordance with the Peer Group's instruction, and for some reason must be reset to make a correction, the Surveyor setting the Monument will be paid the standard fee for making the change.
- E. Accounting. The Surveyor shall adhere to Generally Accepted Accounting Principles (GAAP) and shall maintain records which will allow, at a minimum, the comparison of actual outlays with sums billed to the County. Accounting records must be supported by source documentation, including, but not limited to payroll records.
- F. Audit. The Grant Agreement's Section 2.8, page 6, authorizes the State, upon ten (10) calendar days' notice, to perform an audit and/or monitoring review at the County's locations to determine if the County is complying with the requirements of the Agreement. The Surveyor shall cooperate with the County and/or State during the audit and/or monitoring review and produce all records and documentation that verifies and complies with the requirements of this Agreement and the Grant Agreement. The Surveyor shall also provide the County with all information and/or access to information regarding its activities and costs charged to the County under this Agreement as the County may require in preparing a Single Audit report for submission to the State as required by the Grant Agreement's Section 2.8, page 6.

- G. Maintenance of Records. The Surveyor shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven (7) years after the latter of termination, expiration, or final payment made by the Department to the County under the Grant Agreement or any extension (“Audit Period”). If an audit, litigation, or other action involving the records is initiated before the end of the Maintenance Period, Surveyor must retain the records until all issues are resolved.
- H. Media Releases. News, releases (including promotional literature and commercial advertisements) pertaining to the Grant Agreement or the Program to which it relates shall not be made without prior written County and State of Michigan approval and only in accordance with the explicit written instructions of the County and the State.
- I. Disclosure of Litigation, or Other Proceeding. The Surveyor must notify the County within seven (7) calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively “Proceeding”) involving the Surveyor that arises during the term of this Agreement, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes – Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Surveyor’s viability or financial stability; or (2) a government or public entity’s claim or written allegation of fraud; or (e) a Proceeding involving any license that Surveyor is required to possess in order to perform under this Agreement.
- J. Non-Discrimination. In accordance with the State of Michigan’s Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq* and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq*, the Surveyor agrees that it will not discriminate against any person, employee, or applicant for employment with respect to their hire, tenure, terms, conditions, or privileges of employment, a matter directly or indirectly related to employment, because of their religion, race, color, national origin, ancestry, age, sex, height, weight, marital status or physical or mental disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. Any breach of this provision may be regarded as a material breach of this Agreement.
- K. Indemnification. To the extent permitted by law, the Surveyor shall, at Surveyor’s expense, protect, defend, indemnify and hold harmless the County, the Leelanau County Grant Administrator, the State of Michigan and their elected and appointed officers, employees and agents from all claims and losses, and all related costs and expenses (including reasonable attorneys’ fees and costs of investigation, litigation, settlement, judgments, interest and penalties), occurring or resulting to any person, firm or

corporation that may be injured or damaged by the Surveyor in the performance of this Agreement and that are attributable to the negligence or tortious acts of the Surveyor or any of its subcontractors, or by anyone else for whose act any of them may be liable.

The Surveyor's indemnification responsibilities under this Section V, Subsection K, shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, the Leelanau County Grant Administrator, the State of Michigan, their officers, employees and agents by the insurance coverage obtained and/or maintained by the Surveyor pursuant to the requirements of this Agreement.

VI. HOURS OF WORK.

The Surveyor shall have control over determining the days and hours in which Surveyor performs work under this Agreement.

VII. SURVEYOR'S OFFICE, TOOLS AND EQUIPMENT.

The Surveyor shall maintain and utilize Surveyor's own office while performing services required by this Agreement. However, all Peer Review Committee meetings shall be held at the County Government Center between the hours of 8 am and 5 pm on a regular business day. The Surveyor shall also at Surveyor's own expense, supply all tools, equipment, supplies (except Standard Monument materials) and vehicles Surveyor needs to perform the services required by this Agreement. Any equipment purchased with grant funds shall be property of the County, for use by the surveyor and stored at the County Government Center.

VIII. LICENSING.

Throughout the term of this Agreement, the Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Surveyor is no longer licensed as a surveyor in the State of Michigan.

IX. APPLICABLE LAW AND VENUE.

This Agreement shall be subject to and construed according to the laws of the State of Michigan.

It is expressly understood and agreed that in the event any actions in law or in equity arise as a result of disputes related to or concerning this Agreement, such actions shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

If the State of Michigan or any of its Departments or Agencies are a party to any dispute, the venue for such dispute shall be the Michigan Court of Claims in Ingham County, Michigan. The County and the Surveyor irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction or on the basis of forum non conveniens or otherwise. The Surveyor must appoint agents in Michigan to receive service of process.

X. COMPLIANCE WITH THE LAW.

The Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Leelanau County Road Commission when doing any work on any Leelanau County road. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.

XI. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that the Surveyor is an independent contractor. The Surveyor and any persons employed by the Surveyor shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Surveyor shall be responsible for paying the wages of Surveyor's personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments.

XII. ILLEGAL INFLUENCE.

The Surveyor certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Surveyor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Grant Agreement, the Surveyor shall complete and submit Standard Form-

LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- C. The Surveyor shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. The Surveyor certifies to the best of its knowledge and belief that no State funds have been paid nor will be paid, by or on behalf of the Surveyor, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any State contract, grant, loan or cooperative agreement.

XIII. UNFAIR LABOR PRACTICES.

Pursuant to 1980 PA 278, MCL 423.231, et seq., the State shall not award a grant or subcontract to an employer whose name appears in the register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. The Surveyor certifies by its signature to this Agreement that its name does not appear in the register. It is expressly understood and agreed that the County may terminate this Agreement effective immediately if the Surveyor's name as an employer appears in the register.

XIV. CERTIFICATION REGARDING DEBARMENT.

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

XV. COMPLIANCE WITH GRANT AGREEMENT.

It is expressly understood and agreed by the Surveyor that this Agreement is subject to the terms and conditions of the Grant Agreement. The Surveyor shall comply with all applicable terms and conditions of the Grant Agreement. The provisions of this Agreement shall take precedence over the Grant Agreement unless a conflict exists between the provisions of this Agreement and the

provisions of the Grant Agreement, in which case the provisions of the Grant Agreement shall prevail. A conflict between the Agreements, however, shall not be deemed to exist where this Agreement A) contains additional provisions not set forth in the Grant Agreement; B) restates provisions of the Grant Agreement to afford the County the same or substantially the same rights and privileges as the State; or C) requires the Surveyor to perform duties and/or services in less time than that afforded the County in the Grant Agreement. A copy of the Grant Agreement is attached to this Agreement as Attachment C and is incorporated by reference into this Agreement and made a part hereof.

XVI. CONFLICTS AND ETHICS.

The Surveyor shall uphold high ethical standards and comply with the provisions regarding conflicts and ethics set forth in Section 3.5, page 8, of the Grant Agreement.

XVII. WAIVERS.

No failure or delay on the part of either the County or the Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any other right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

XVIII. MODIFICATION OF AGREEMENT.

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

XIX. ASSIGNMENT OR SUBCONTRACTING.

The Surveyor may not assign, subcontract or otherwise transfer Surveyor's duties and/or obligations under this Agreement.

XX. PURPOSE OF ARTICLE AND SECTION TITLES.

The titles of the articles and 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.

XXI. COMPLETE AGREEMENT.

This Agreement and the attached Attachments A, B, and C contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XXII. AGREEMENT PERIOD AND TERMINATION.

This Agreement shall commence on the 1<sup>st</sup> day of July, 2023, and unless terminated earlier as authorized by this Agreement shall continue through the 31<sup>st</sup> day of December, 2023, or until all funding from the Grant Agreement is exhausted, whichever occurs first, at which time this Agreement shall terminate. The Agreement termination date of December 15, 2023, IS THE FINAL DATE FOR THE RECORDATION IN THE REGISTER OF DEEDS OFFICE OF THE LAND CORNER RECORDATION CERTIFICATES (ACT 74 of 1970). The final date for submission of the final bill to the County is the 31<sup>st</sup> day of December, 2023, **TIME BEING OF THE ESSENCE.**

This Agreement may be extended for additional one year periods with written agreement from both parties. If the Agreement is extended, the additional work items and cost will be identified and agreed upon in writing by the parties.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Surveyor for the services rendered by the Surveyor up to the effective date of termination as heretofore described in Section IV Compensation.

Further, the County may immediately terminate this Agreement without further liability or penalty to the County, its departments, divisions, agencies, officers, commissions, officers, agents and employees, with or without cause, upon written notice to the Contractor due to force majeure events arising out of the COVID-19 pandemic. Neither the Contractor nor the County shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an event related to the COVID-19 pandemic that arises after the Effective Date.”

XXIII. SURVIVING PROVISIONS.

All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, shall extend beyond and survive the termination of this Agreement.

XIV. SEVERABILITY OF INVALID PROVISIONS.

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

XV. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.

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

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED AND ENTERED INTO THIS AGREEMENT FOR SURVEYOR SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**COUNTY OF LEELANAU**

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

\_\_\_\_\_ Date

By: \_\_\_\_\_  
Trudy Galla,  
Leelanau County Survey, Monumentation  
And Remonumentation Grant Administrator

\_\_\_\_\_ Date

**SURVEYOR:  
LEELANAU LAND SURVEYING**

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

\_\_\_\_\_ Date

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

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

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: SARAH K. OSBURN  
On: June 5, 2023



**ATTACHMENT A**

[To be attached]

**ATTACHMENT B**

**LEELANAU COUNTY  
BOARD POLICY**

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

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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

provide a copy of the State-approved document to the County Clerk.

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

Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.

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

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

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Emergency Mgt./911</u> Contact Person: <u>Matt Ansorge</u> Telephone No.: <u>(231) 256-8775</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  06/13/2023
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>Midway Electronics, Inc.</u>  Address/ <u>1250 N McKinley Ave</u> <u>Rensselaer, IN 47978</u> Phone: <u>(219) 866-3716</u>
<input checked="" type="checkbox"/> Negotiated  <input type="checkbox"/> Other: _____ Account Number _____ (Funds to come from): _____	

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$405,500.00
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Document Description	
<input checked="" type="checkbox"/> Professional Service	<input checked="" type="checkbox"/> Other _____

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

The Leelanau County Board of Commissioners has agreed to pursue options to build a new communications tower in Leelanau Township to improve cellular and broadband coverage in the township. A Request For Proposals has yielded three possible vendors for the construction of this new tower site. All three proposals addressed all necessary elements of the RFP.

**Impirium Group** of Carol Stream, IL, provided a proposal for \$492,947.00  
**Pyramid Network Services** of East Syracuse, NY, provided a proposal for \$432,562.00  
**Midway Electronics** of Rensselaer, IN, provided two separate proposals; one for \$434,750.00 and a second for \$405,500.00. One proposal fulfilled the RFP, and a second proposal, which, in their professional opinion, addresses more realistic needs for the tower site. Midway asserted in their RFP submission that no more than two cellular carriers will occupy the same tower site, therefore fulfilling the RFP requirements would be overkill.

Midway Electronics is the recommended vendor for the Government Center Tower project. Their work was exceptional and they addressed unforeseen complications effectively and efficiently without need for additional compensation. Based on this past partnership, the County Board can expect the same professional results for the new tower project.

All three vendors scored well on their RFP submissions. Midway Electronics held an edge because of their proven track record with the County; therefore either of their submissions are recommended, despite the negligible difference in cost.

**Suggested Recommendation:** I move to recommend that the County Board of Commissioners award the Leelanau Township Tower project bid to Midway Electronics in the amount of \_\_\_\_\_, and approve an agreement, pending counsel review and approval.

Department Head Approval:  Matt Ansorge  
 2023.06.06 17:02:37  
 -04'00' Date: 06/06/2023

**Leelanau County Board of Commissioners**  
**Proposal for the Leelanau Township Cell Tower and Site Development Project**  
*LCAO-RFP-2023-003*

Bids Due: **Friday, May 31, 2023 @ 3:00 p.m.**  
 Bid Opening: **Friday, May 31, 2023 @ 3:05 p.m.**

Opened by: Matt Ansonge  
 Present: Deborah Allen, Laurel Evans, Lyn Drzewiecki  
 Recorded by: L. Drzewiecki

	<b>Bidder</b>	<b>Amount</b>	<b>Comments</b>
1	<b>Impirium Group</b> 325 Village Dr. Carol Stream, IL 60188	<b>\$492,947</b>	<i>Bond Check enclosed</i>
2	<b>Pyramid Network Svcs LLC</b> 6615 Towpath Rd. East Syracuse, NY 13057	<b>\$432,562</b>	<i>Note: no check enclosed</i>
3	<b>Midway Electronics</b> 1250 N. McKinley Ave. Rensselaer, IN 47978	<b>\$434,750</b>	<i>Bond Check enclosed</i>
4			
5			

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Emergency Mgt./911</u> Contact Person: <u>Matt Ansorge</u> Telephone No.: <u>(231) 256-8775</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; background-color: #cccccc;">Submittal Dates</th> </tr> <tr> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td>Executive Board Session</td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px;">06/13/2023</td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/>	Executive Board Session	06/13/2023	
Submittal Dates							
<input checked="" type="checkbox"/>	Executive Board Session						
06/13/2023							
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>Brian &amp; Kelly Mitchell</u>  Address/ Phone: <u>P.O. Box 414</u> <u>Northport, MI 4967-0</u> <u>(616) 460-5563</u>						
<input checked="" type="checkbox"/> Negotiated  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____							

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

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

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

Through exploring possibilities for tower expansion in Leelanau Township, multiple privately-owned parcels were identified for the project. The parcel that provided the best cellular propagation (signal coverage) is located off Kitchen Rd.

I have been working with the landowner, Brian Mitchell, from very early on in this project. Mr. Mitchell is a Leelanau Township resident that is very motivated to improve cellular and broadband coverage for the township. Mr. Mitchell also owns the land on which the Omena Tower sits and is agreeable to establishing the same terms in the Land Lease Agreement for this tower site.

Legal Counsel has established a draft proposal for this Land Lease Agreement. They determined some changes were necessary to update the language used in the 2012 Omena Tower Agreement, but the main elements remain. Revenue sharing will be split 50/50 between the County and the Mitchells, minus tower maintenance costs for that given year, and the County will not pay land rent for the area occupied by the tower.

Mr. Mitchell recently arrived back for the summer and is currently reviewing the draft agreement. I expect the language of this agreement to be agreed upon quickly. This will require action from the County Board of Commissioners during the June meeting in order to prevent delays in the tower project moving forward.

**Suggested Recommendation:** I move to recommend that the County Board of Commissioners approve the Land Lease Agreement for the Leelanau Township Tower project between Leelanau County and Brian and Kelly Mitchell and authorize the County Board Chairman to sign the Agreement, pending Corporate Counsel review and approval.

Department Head Approval:  Matt Ansorge  
 2023.06.06 13:28:53  
 -04'00'

Date: 06/06/2023

**LEELANAU TOWNSHIP TOWER  
LAND LEASE AGREEMENT**

**BETWEEN**

**COUNTY OF LEELANAU**

**AND**

**BRIAN E. MITCHELL AND KELLY A. MITCHELL**

**TERM:**

**JANUARY 1, 2023 TO DECEMBER 31, 2072**

**(WITH ONE FIFTY YEAR RENEWAL OPTION)**



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EXHIBIT A – Description of Property

**LEELANAU TOWNSHIP TOWER LAND LEASE AGREEMENT**

**THIS LAND LEASE AGREEMENT** (hereinafter referred to as the “Lease”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and **BRIAN E. MITCHELL AND KELLY A. MITCHELL** (hereinafter referred to as “Lessor”).

**WTINESSETH:**

**WHEREAS**, the County has the authority to enter into leases in order to obtain space on which to construct and maintain communication towers; and,

**WHEREAS**, Lessor owns property located in Section 27, off N. Kitchen Rd., in Leelanau Township, Leelanau County, Michigan 49670, ~~this~~that is suitable for construction and maintenance of a communications tower and ~~antenna~~antennas; and,

**WHEREAS**, the County desires to lease a section of Lessor’s property described above for the construction and maintenance of a communication tower ~~and antenna~~, ~~antennas~~ and ~~ground equipment shelters~~ both for the County’s use and that of third parties leasing space on the tower from the County (hereinafter referred to as “Co-locators”); and,

**WHEREAS**, Lessor agrees to lease said space to the County for such purpose subject to the following terms and conditions.

**NOW THEREFORE**, ~~the parties for and~~ in consideration of the ~~leasing by Lessor to the County and the taking by County from Lessor of the premises~~mutual covenants hereinafter ~~described and in further consideration of the obligations of each party to the other hereby undertaken, covenant and agree~~contained, **IT IS HEREBY AGREED** as follows:

**ARTICLE I  
THE PROPERTY**

**1.1 Description of LeaseLeased Premises.** In consideration of the sharing of revenue from ~~ee~~Co-locators leasing space on the County’s tower as set forth in Section 4.1 of this Lease, Lessor hereby leases to the County property located in Section 27, off N. Kitchen Rd., in Leelanau Township, Leelanau County, Michigan, 49670. The description of the property being leased is more fully set forth in the attached Exhibit A (hereinafter referred to as the “Leased Premises”).

**1.2 Description of Common Areas.** The property leased to the County includes use of all “common areas” together with all rights, privileges, easements, and appurtenances that in any way pertain to the Leased Premises. Common areas include all easements necessary to the County and ~~ee~~Co-locators who lease space on the County’s tower and their representatives and contractors to have free and unobstructed ingress and egress across Lessor’s property to the nearest public road. Such easements shall also be provided for all utilities required by the County and ~~ee~~Co-locators at the Leased Premises.

**ARTICLE II**  
**TERM, RENEWAL AND HOLDING OVER AND TERMINATION**

**2.1 Lease Term.** The term of this Lease shall be for fifty (50) years, commencing on January 1, 2023 and ending on December 31, 2072.

**2.2 Renewal.** If this Lease is still in effect at the end of the initial term and County desires to renew, County shall have the option to renew this Lease for one (1) additional term of up to but not exceeding fifty (50) years. If the County elects to exercise its option to renew this Lease, it shall do so by giving Lessor at least thirty (30) **calendar** days written notice prior to the expiration of the initial term **that it is exercising its option** to extend the term of this Lease for another specified period which shall not exceed fifty (50) years. The same terms and conditions of this Lease shall apply to the extended term.

**2.3 Holding Over.** If the County remains in possession of the Lease Premises after the expiration or termination of the initial or extended term of this Lease and without signing a new Lease or an amendment extending the term of this Lease, such holding over by the County shall constitute a tenancy from month-to-month. Such month-to-month tenancy may be terminated by either the Lessor or the County upon thirty (30) days prior written notice to the other party. During such a hold over period, this Lease shall continue at the same rental rate and upon the same conditions, except as to term, as was in effect at the time of expiration of this Lease's term or any extension thereof.

**2.4 Termination.** Notwithstanding any other provision in this Lease to the contrary, the County may terminate this Lease at any time upon not less than sixty (60) **calendar** days **prior** written notice to Lessor if either of the following events occur:

- A. The County makes the determination that it no longer requires use of the tower constructed on the Leased Premises or that of any replacement tower at the same site.
- B. The tower, due to any cause or reason, is damaged or destroyed and the County elects not to repair or replace the tower.

In the event of termination of this Lease at the end of its original or extended term or as set forth in this Section 2.4, the County shall remove from the Leased Premises the tower, all parts thereof and facilities constructed on the Leased Premises unless some other arrangements are mutually agreed upon in writing by the County and Lessor. The County shall also upon termination pay Lessor such sums as may be due and owing Lessor pursuant to Section 4.1 as of, but not exceeding, the effective date of termination.

**2.5 Restoration.** In the event this Lease is terminated, the County shall restore the premises to its original condition including regrading the surface to bring it to a "Like-Kind" condition as vacant land with all structures installed and constructed by the County removed.

**ARTICLE III**  
**AUTHORIZED USE OF LEASED PREMISES**

**3.1 Authorized Use.** The County, at no cost to Lessor, shall construct a communications tower with antennas, brackets, feedlines, ice bridge and communications equipment shelters on the Leased Premises. The County is authorized to place and maintain security fencing and gates around the Leased

Premises. The County may place and operate such County equipment on the tower and in the shelters that the County deems necessary for the County's communications needs, including but not limited to communication with law enforcement, fire and EMS units. The County is also authorized to lease tower and ground space to eeCo-locators in order to recoup the costs for the tower's construction and maintenance. All agreements with eeCo-locators shall be between the County and the eeCo-locators.

## **ARTICLE IV REVENUE SHARING AND TAXES**

**4.1 Revenue Sharing.** Revenue sharing shall become due to the Lessor only when the County has eeCo-locators on the County's tower in the Leased Premises and is collecting rent from said eeCo-locators. When the tower has eeCo-locators paying rent, the payments made by the eeCo-locators shall first be used to cover the annual maintenance costs of the tower and grounds. After deducting the maintenance costs the County shall annually pay the Lessor as rent for the Leased Premises fifty percent (50%) of the remaining eeCo-locator revenue with the other fifty percent (50%) being retained by the County. The County's annual payments to the Lessor shall be made no later than March 1<sup>st</sup> of each year following a year in which the County receives payments from eeCo-locators that exceed the annual maintenance costs.

**4.2 Maintenance and Costs.** The County shall annually provide Lessor with an accounting of maintenance costs of the tower and grounds at the Leased Premises to be deducted from eeCo-locator revenue before determining the County's and Lessor's shares. Maintenance shall include, but is not limited to, all tower repairs, painting, replacing lights, ice removal, maintaining grounds (i.e., mowing, snow removal, landscaping repairs), maintaining or replacing gates and security fencing around the Leased Premises. Maintenance costs shall not include any of the construction costs incurred by the County in the construction of the new tower and any related accessories or improvements including any buildings, fencing, security gates, and the like.

**4.3 Rent Checks.** All checks to Lessor for payment of its share of eeCo-locator revenues shall be made payable to Brian E. Mitchell and Kelly A. Mitchell and shall be payable by personal delivery to Lessor or by depositing same in the United States mail, postage prepaid thereon, and mailed to such place as Lessor may designate from time to time in writing, the initial address being:

Brian E. Mitchell and Kelly A. Mitchell  
P.O. Box 414  
Northport, MI 49670

**4.4 Taxes and Assessments.**

- A. **Real Estate Taxes.** Lessor shall timely pay, on or before the last day on which payment may be made without penalty or interest, all taxes, assessments and other government impositions and charges, extraordinary as well as ordinary, foreseen and unforeseen, charged, assessed or becoming due during the lease term upon the Leased Premises and all appurtenances thereto and real estate fixtures thereon.
  
- B. **County's Tax Exemption Status and Payment of Taxes.** The County as a municipal corporation and political subdivision of the State of Michigan has tax exempt status. County shall, however, be responsible for any taxes on County's property or activities from which it is not exempt.

- C. Proof of Payment. The party liable for payment of taxes under this Lease shall, upon request of the other, within twenty-one (21) **calendar** days after the time provided above for payment, provide the other party with satisfactory evidence of payment thereof.

## ARTICLE V RESTRICTIONS ON USAGE OF LEASED PREMISES

**5.1 County Compliance with the Law**. County shall comply with all Federal, State and local laws, ordinances, and regulations applicable to the County's use of the Leased Premises.

**5.2 Common Areas**. Lessor shall not change the common areas in any manner which would, in County's reasonable opinion, significantly adversely affect the County's use of the Leased Premises for its intended purpose or adversely affect accessibility to or identity of the Leased Premises without County's consent.

**5.3 Environmental Compliance**. The County agrees that it will not use, generate, store or dispose of any Hazardous Materials on, under, about or within the Leased Premises in violation of any law or regulation and will require the same of ~~ee~~Co-locators on the tower. The County and ~~ee~~Co-locators on the tower may use permanent emergency back-up generator(s) on the Leased Premises. Back-up lead-acid batteries and fire suppression system(s) may also be used on the Leased Premises. The use of these systems shall not constitute a violation of this paragraph.

The County shall solely be liable for any act of negligent or intentional contamination, spill, accidental discharge, or nuisance to the Lease Premises directly caused by the County, or its employees or agents, as a result of the County's placement, storage or disposal of any dangerous, toxic or hazardous substances on the Leased Premises. Each ~~ee~~Co-locator on the tower shall likewise be liable for any act or negligent or intentional contamination, spill, accidental discharge, or nuisance to the Leased Premises caused by ~~ee~~Co-locator, or its employees or agents, as a result of the ~~ee~~Co-locator's placement, storage or disposal of any dangerous, toxic or hazardous substances on the Leased Premises. The responsibilities of the County and the ~~ee~~Co-locators on the tower that are set forth in this Section 5.3 shall extend beyond the term(s) of this Lease provided the contamination, spill, accidental discharge, or nuisance can be directly associated with the County's or a specific ~~ee~~Co-locator's use of the Leased Premises.

## ARTICLE VI INSURANCE

**6.1 County's Insurance**. The County shall maintain ownership of the tower constructed on the Leased Premises and shall maintain property and liability insurance on the Leased Premises and the tower and structures located thereon covering personal injury, bodily injury and property damage. ~~The County shall have Lessor added as an Additional Insured on the County's insurance to the extent of liability or property damages arises from the Leased Premises that is not the fault of Lessor or that of its officers, employees or agents.~~ The County may maintain this insurance through a self-insured program such as one administered by the Michigan Municipal Management Authority (MMRMA).

**6.2 Certificates of Insurance**. The County shall provide Lessor with certificates of insurance or certificates of coverage evidencing the insurance required by ~~the~~this Article VI and shall require the insurer to provide Lessor, the certificate holder, with not less than thirty (30) **calendar** days' notice prior to reduction, cancellation or termination of any of the insurance coverages listed on the certificate.

**ARTICLE VII  
UTILITIES**

**7.1 Responsibility for Utilities.** The County and the tower's ~~ee~~Co-locators shall be responsible for obtaining, maintaining and paying utilities used in the Leased Premises. All utilities shall be installed underground.

**ARTICLE VIII  
MAINTENANCE AND REPAIRS**

**8.1 Lessor's Maintenance and Repairs Responsibilities.** The Lessor shall at its own expense be responsible for maintaining and repairing all parts of the common areas which shall include, but not be limited to, driveways (i.e., entrances and exits).

**8.2 County's Maintenance and Repairs Responsibilities.** The County shall be responsible for maintaining the tower and other County structures in the Leased Premises and the security fencing and gates surrounding the Leased Premises.

**8.3 Co-locators' Maintenance and Repairs Responsibilities.** Co-locators shall be responsible for maintaining all property (owned or leased) it places on the tower or keeps on the Leased Premises.

**ARTICLE IX  
SIGNAGE**

**9.1 County's Sign.** The County shall, at its own expense, install such signs at the entrance/exits and interior of the Leased Premises as it deems necessary for its use of the ~~Lease~~Leased Premises.

**ARTICLE X  
RIGHT OF ENTRY**

**10.1 Lessor's Right if of Entry.** The Lessor and Lessor's agents and representatives shall not have a right to enter the Leased Premises which shall be a secured area. Lessor, however, may request entry by giving the County not less than twenty-four (24) hours' notice and making arrangements with the County for a County employee escort. The Lessor's officers, employees or agents may not enter the Leased Premises unless they are at all times in the company of a County-provided escort.

**ARTICLE XI  
ASSIGNMENT OF LEASE OR SUBLEASING**

**11.1 Assignment or Subleasing by County.** The County may not assign this Lease without Lessor's prior written consent. The County may, however, lease space on the tower and on the grounds of the Leased Premises to ~~ee~~Co-locators.

**11.2 Assignment by Lessor.** The Lessor shall have the right to assign its interest in the Leased Premises and/or the property of which the Leased Premises is a part, or to assign from time to time



the whole or any part of the Lessor's share of the revenue ~~sharing at any time parable hereunder~~ raised from the tower's Co-locators' rental payments. Such assignment shall be effective as to the County upon delivery of written notice by Lessor to the County of such assignment. As a condition of such an assignment, the assignee must agree to comply with all the terms and conditions of this Lease.

## ARTICLE XII CASUALTY

**12.1 Damage/Destruction of Leased Premises.** If the Leased Premises or the tower constructed thereon are damaged or destroyed in whole or in part so as to render it untenable for the use set forth in Section 3.1, the County may terminate this Lease effective immediately upon delivery of written notice of termination to the Lessor. In the event of such termination, the County shall be liable for revenue sharing only up to the date of delivery of the notice of termination. Such election to terminate this Lease must be made within ninety (90) days of the date the damage or destruction occurred. If the County does not elect to terminate this Lease in accordance with this section, the revenue sharing provided for herein shall abate until the Leased Premises have been repaired by the County and the tower's ~~ee~~Co-locators have resumed use thereof. If only a portion of the Leased Premises is damaged or destroyed and the Lease is not terminated and the County continues to use the undamaged portion, the County shall pay Lessor its share of any revenue collected from ~~ee~~Co-locators as set forth in Section 4.1.

## ARTICLE XIII APPLICABLE LAW, COMPLIANCE WITH THE LAW, VENUE, AND NONDISCRIMINATION

**13.1 Leased Premises and Common Areas in Compliance with Law.** It is a condition of this Lease that the Leased Premises and the common areas shall be, and remain at all times, in full compliance with all applicable Federal, State and local laws, ordinances, codes, licensing requirements, rules and regulations commensurate with the County's intended use set forth in Section 3.1. It is further a condition of this Lease that the County shall use the Leased Premises and perform its responsibilities under this Lease in compliance with all applicable Federal, State and local laws, ordinances, codes, licensing requirements, rules and regulations.

**13.2 Applicable Law and Venue.** This Lease shall be governed by and construed according to the laws of the State of Michigan. ~~The venue for,~~ without regard to any Michigan choice of laws rules that would apply the ~~bringing of law~~ of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

The Lessor and County agree that any legal or ~~equity actions under~~ equitable action arising out of or related to this Lease shall be in Michigan Courts whose jurisdiction and venue is established in accordance with the statutes ~~and/or court rules~~ of the State of Michigan ~~and/or Michigan Court Rules~~. In the event any action ~~is brought under~~ regarding or arising out of this Lease is brought in or ~~is~~ moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**13.3 Nondiscrimination.** The parties to this Lease, 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, sexual orientation, gender identity or expression, familial status, disability or genetic information that is ~~related~~unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, martial status or political affiliation.

Breach of this Section 13.3 shall be considered to be a material breach of this Lease.

#### **ARTICLE XIV EMINENT DOMAIN**

**14.1 Taking of Entire Leased Premises.** In the event all of the Leased Premises shall be taken or expropriated by a public or quasi-public authority, this Lease shall terminate as of the date the County shall be deprived of the physical possession thereof, and all awards with respect to the tower, structures and fencing on the Lease Premises shall become sole property of the County. All awards for the Lease Premises' land shall be the sole property of the Lessor.

**14.2 Partial Taking of Leased Premises with Termination.** In the event of partial taking of the Leased Premises by a public or quasi-public authority, the County may elect to terminate its obligations under this Lease. Said election shall be made within thirty (30) days from and after the date Lessor has delivered to County complete plans of the expropriating authority as to such expropriation. If County shall elect to terminate its obligations under this provision, the election shall take effect, and all the County's obligations shall terminate, on the date of the County's dispossession of the subject portion by the expropriating authority, unless Lessor and County otherwise agree to a different effective date.

#### **ARTICLE XV WARRANTIES**

**15.1 Warranties Regarding Leased Premises.** The Lessor hereby warrants that the Lessor holds good title to the Leased Premises. The Lessor also warrants that the premises leased to the County conform with all zoning requirements, i.e., that the County may use the premises for the purpose described in Section 3.1 without contravening local ordinances, or the County may, after proper notice, cancel this Lease should it appear that the County's intended use is or would be in violation of local zoning ordinances. The County may, after proper notice, cancel this Lease should it be discovered that the Leased Premises and/or the property of which the Leased Premises are a part are in violation of zoning ordinances or other laws, ordinances, codes, rules or regulations, and such violations may jeopardize the safety and health of the County's employees and ~~co~~Co-locators. The Lessor warrants that it has the lawful right to make this Lease for the term set forth in Sections 2.1 and 2.2 and that the Lessor will put the County in complete and exclusive possession of the Leased Premises. In the event the County is not given full possession of the Leased Premises at commencement of this Lease or is dispossessed at any time during the term of this ~~Pease~~Lease, the County may, at its option, either cancel this Lease or require Lessor, at the Lessor's expense, to proceed with all diligence to obtain possession of the Leased Premises and to tender the same to the County.

**15.2 Covenant of Quiet Enjoyment.** The Lessor further covenants that if the County shall ~~pat~~pay the rent and perform all covenants and agreements of this Lease to be performed by the County, the County shall, during the term of this Lease, freely, peaceably and quietly occupy and enjoy the full possession of the Leased Premises, and the tenements, hereditaments and appurtenances thereto belonging and the rights and privileges herein granted, without molestation or hindrance. If, at any time during the term of this Lease, the right of the Lessor to lease the premises shall fail, the County, in addition to its other

remedies at law or in equity, shall have the option to terminate this Lease without any liability whatsoever, ~~except~~ **except** Lessor's share of the tower's Co-locators' revenue accrued to the date of the termination.

## ARTICLE XVI DEFAULT

**16.1 County's Default and Lessor's Right of Re-Entry.** The Lessor, its heirs, representatives, successors or assigns may, in accordance with the laws of the State of Michigan, upon thirty (30) **calendar** days prior written notice to the County, or such longer notice period as required by State law, re-enter into and repossess the Leased Premises and require the County to move out in the event any of the following occur:

- A. Any revenue sharing payments are due and unpaid for more than forty ~~five (45)~~ (40) **calendar** days after their due date **that is set forth in Section 4.1 of this Lease.**
- B. The County fails to cure any default in its responsibilities under this Lease within ~~sixty (60)~~ **one hundred twenty (120) calendar** days of receipt of written notice from the Lessor of such default and a demand to cure the same, **or such longer period of time as may be mutually agreed upon in writing by both parties.**
- C. The Leased Premises are abandoned or vacated for a period longer than sixty (60) consecutive days.

In the event the Lessor, its representatives or assigns re-enter and repossess the Leased Premises pursuant to this ~~section~~ **Section 16.1**, this Lease shall terminate and the County shall be liable to the Lessor only for those revenue **sharing** payments due and owing as of the date of re-entry and repossession.

**16.2 Lessor's Default.** In the event the Lessor is in breach of any provision contained in this Lease and said breach is not cured within sixty (60) **calendar** days after Lessor's receipt of notice of the breach from the County or such longer period of time as the Lessor and County may mutually agree upon, the County may withhold payments due the Lessor until the default is cured and/or exercise any other remedies it has in law and/or equity including, but not limited to, terminating this Lease effective immediately upon delivery of written notice to the Lessor. If the default is such as to constitute a serious hazard to the safety of the Leased Premises, to the County's personnel or property, ~~clients~~ **Co-locators**, or members of the public, the County, without delivery of prior notice of the breach and opportunity to cure, may terminate this Lease effective immediately upon delivery of written notice to the Lessor.

**16.3 Removal of Property.** In the event this Lease is terminated due to default by either the County or Lessor, the County and the ~~ee~~ **Co-locators** on the tower shall remove their property from the Leased Premises within a reasonable time after the effective date of termination. The property to be removed by the County shall be construed to be a period of not less than one hundred ~~twenty (120)~~ **eighty (180)** days after the effective date of termination. The County shall restore the premises to its original condition including ~~regarding~~ **regrade** the surface to bring it to a "Like-Kind" condition as vacated land with all structures installed and constructed by the County removed.

## ARTICLE XVII FURNITURE, FIXTURES, OR APPLIANCES BELONGING TO COUNTY

**17.1 County's Fixtures.** Any fixtures and the like, belonging to and installed by the County in the Leased Premises, including, but not limited to, the tower and equipment shelters, prior to or during the term of this Lease, shall be and remain the property of the County. The County shall have the right to remove its property at any time ~~provided the removal.~~ If the County fails to remove its property from the Leased Premises within one hundred ~~twenty (120)~~<sup>eighty (180)</sup> days after the termination of this Lease, the Lessor, after providing the County with prior written notice may remove and store the County's property at the County's expense.

## **ARTICLE XVIII SUBORDINATION**

**18.1 Subordination.** This Lease shall be subject to and subordinate to the lien of any mortgage which may at any time hereafter be or become a lien on the Leased Premises. The County shall at all times hereafter, on demand, execute any instruments, releases, or other documents that may be required by any mortgagee for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage.

**18.2 Lease Continuation After Subordination.** Notwithstanding Section 18.1, the County's possession of the Leased Premises under this Lease shall continue and not be disturbed by any mortgagee, trustee under a trust deed, owner, or holder of a note secured by a mortgage or trust deed now existing or later placed on the Leased Premises and/or property of which it is a part.

## **ARTICLE XIX ADDRESSES FOR REVENUE SHARING AND NOTICES**

**19.1 Addresses for Payment and Notices.** Each provision of this Lease or of any applicable governmental laws, ordinances, regulations, and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by the County to Lessor shall be deemed to be complied with if it is delivered to the address specified in Section 19.2 of this Lease, or such other location as ~~Lessor directs in~~ written notice ~~of is given to the County.~~

If not delivered personally, any notice shall be deemed to be delivered if deposited in the United States mail, postage prepaid certified mail, return receipt requested, and addressed to the address indicated in Section 19.2.

**19.2 Address.** The address for sending revenue sharing payments and notices to Lessor shall be as follows:

Brian E. Mitchell and Kelly A. Mitchell  
P.O. Box 414  
Northport, MI 49670

The address for sending of notices to the County shall be as follows:

Leelanau County Administrator's Office  
8527 E. Government Center Drive, Suite 101  
Suttons Bay, MI 49682

**ARTICLE XX  
DEFINITIONS**

**20.1 Meaning and Usage of Terms.** Words of any gender used in this Lease shall be construed to include all other genders; (i.e. male, female or non-binary), words in the singular shall be held to include the plural and vice versa, unless the context otherwise requires. The definitions of the terms used in this Lease shall have their common meaning unless some specific meaning is given by this Lease in which case the specific meaning shall prevail.

**ARTICLE XXI  
BINDING EFFECT**

**21.1 Binding Effect of Lease.** This Lease shall run with the property described in the attached Exhibit A. The terms, provisions, covenants and conditions in this Lease shall inure to the benefit of and be binding upon Lessor and County and their respective heirs, legal representatives, successors, and assigns, except as otherwise expressly provided.

**ARTICLE XXII  
MISCELLANEOUS PROVISIONS**

**22.1 Waivers.** No failure or delay on the part of either of the parties to this Lease in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

**22.2 Amendments.** Modifications, amendments, or waivers of any provision of this Lease may be made only by the mutual consent of the parties hereto, set forth in writing and signed by both parties' authorized representatives.

**22.3 Relationship of Parties.** Nothing contained in this Lease shall be deemed construed, or implied as creating the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto, other than the relationship of Lessor and ~~County~~ Lessee.

**22.4 Mutuality of Lease Drafting.** This Lease has been negotiated between the Lessor and County and shall be deemed to have been mutually drafted.

**22.5 Purpose of Article and Section Titles.** The titles of the articles and sections set forth in this Lease are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Lease.

**22.6 Complete Lease.** This Lease and the attached Exhibit A contain all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, regarding the subject matter of this Lease or any part thereto shall have any validity or bind any of the parties hereto.

**22.7 Invalid/Unenforceable Provisions.** If any clause or provision of this Lease is rendered invalid or unenforceable because of any State or Federal statute, regulation or ruling by any

tribunal of competent jurisdiction, that clause or provision shall be null and void, and ~~any such invalidity or unenforceability of this Lease, this Lease shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable~~ considered to be deleted and not affecting the validity or enforceability of the remainder of this Lease.

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

IN WITNESS THEREOF,  
The County and Brian E. Mitchell and Kelly A. Mitchell have executed this Tower Land Lease Agreement on the day and year stated below.

THE COUNTY OF LEELANAU,  
AND KELLY A. ~~Mitchell~~ MITCHELL  
A Michigan municipal corporation

~~Brian~~ BRIAN E. ~~Mitchell and Kelly~~ MITCHELL

By: Ty Wessell  
Its: Chairman, Board of Commissioners  
SS/TIM # 38-6004865  
8527 E. Government Center Drive, Suite 101  
Suttons Bay, MI 49682

By: Brian E. Mitchell

By: Kelly A. Mitchell

\_\_\_\_\_  
Witness Signature                      Date

\_\_\_\_\_  
Witness Signature                      Date

\_\_\_\_\_  
Printed name of witness

\_\_\_\_\_  
Printed name of witness

STATE OF MICHIGAN

)ss.

COUNTY OF LEELANAU

On this . day of \_\_\_\_\_, 2023, before me personally appeared Ty Wessell, to me known and known to be, who being duly sworn, did depose and say that he is the Chairman of the Board of Commissioners for Leelanau County, a Municipal Corporation and described in and which executed the foregoing instrument, and that he signed his name.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN

)ss.

COUNTY OF LEELANAU

On this . day of \_\_\_\_\_, 2023, before me personal appeared Brian Mitchell and Kelly Mitchell, to me known and known to be, who being duly sworn, did depose and say that (s)he is Brian E. Mitchell and Kelly A. Mitchell as described in and which executed the foregoing instrument, and that he signed his name.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: May 2, 2023

**EXHIBIT A  
DESCRIPTION OF PROPERTY**

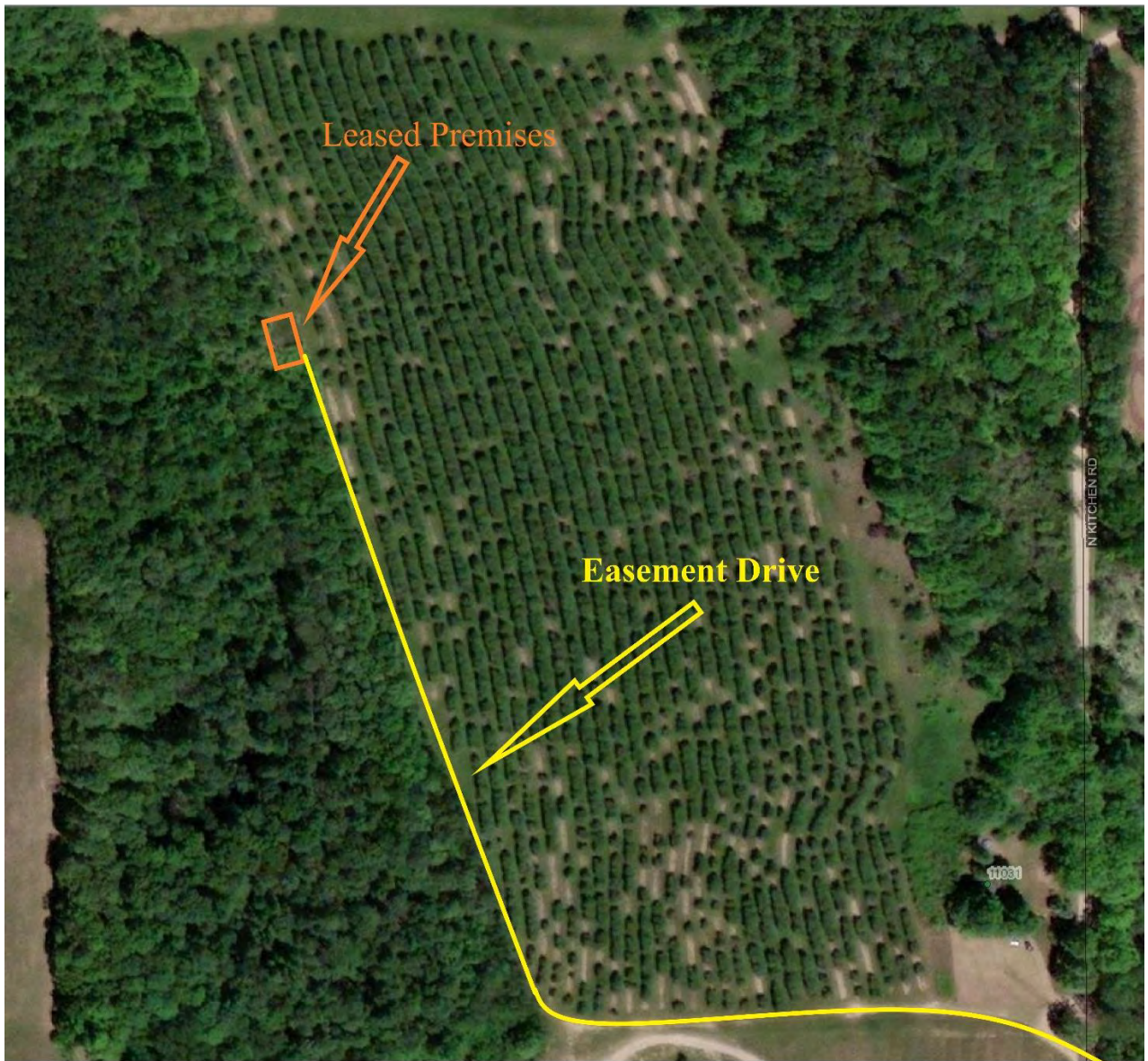
**Lease Area:**

Part of the Northwest ¼ of the Southwest ¼ of Section 27, Township 32, Range 11 West, Leelanau Township, Leelanau County, Michigan

**Parent Property Description:**

Part of the Southwest ¼ of Section 27, Township 32 North, Range 11 West, Leelanau Township, Leelanau County, Michigan, more fully described as follows:

Commencing at the Southwest ¼ of said Section 27; thence along the East 1,164.25ft to point of beginning; thence East 199.35ft to centerline of Kitchen Road; thence along said centerline N00 38E 324.38ft; thence West 199.35ft; thence S00 38W 324.38ft to point of beginning, containing 37.8 acres of land more or less.





# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Emergency Mgt./911</u> Contact Person: <u>Matt Ansorge</u> Telephone No.: <u>(231) 256-8775</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  06/13/2023
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>Cherryland Electric Cooperative</u>  Address/ <u>5930 US-31</u> <u>Grawn, MI 49637</u> Phone: <u>(231) 486-9200</u>
<input checked="" type="checkbox"/> Negotiated  <input type="checkbox"/> Other: _____ Account Number _____ (Funds to come from): _____	

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

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

The Leelanau County Board of Commissioners and the Leelanau Township Board have expressed interest in expanding cellular and broadband capabilities in Leelanau Township. Early on in the exploration of this project, Cherryland Electric expressed interest to become a partner since a tower in this area of Leelanau County fit into their new business model.

The County Board of Commissioners empowered then County Administrator, Chet Janik, and I to pursue this tower project. We met several times with representatives from Cherryland Electric. Through these discussions we were able to define the objectives on each side of this partnership. Based on the results of our discussions, I have tasked our legal counsel to draft an agreement between Cherryland Electric and Leelanau County to establish a partnership for the Leelanau Township Tower project.

In exchange for free tower space on County-owned towers, Cherryland Electric has agreed to contribute up to 40% of the total cost of constructing the new Leelanau Township Tower, not to exceed \$200,000.00. Cherryland Electric will receive a 25-year lease on the towers. Their equipment loading is very minimal and they will be subject to tower assessment fees and lease amendments should they seek to increase their loading in the future.

This has been a very pleasant aspect of the Leelanau Township Tower project. Cherryland Electric is committed to a long-term partnership with Leelanau County and both sides aim to benefit greatly from the completion of this project.

**Suggested Recommendation:** I move to recommend that the County Board of Commissioners to approve the Tower Space Lease Agreement for Cherryland Electric Cooperative at the Central Tower, Government Center Tower, Omena Tower, and the proposed Leelanau Township Tower and authorize the County Board Chairman to sign the Agreement, pending approval from Corporate Counsel. +

Department Head Approval:  Matt Ansorge  
 2023.06.06 08:14:29  
 -04'00' Date: 06/06/2023

**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 **CHERRYLAND ELECTRIC COOPERATIVE, a Michigan nonprofit corporation** with offices located at 5930 US-31, Grawn, MI 49637 (hereinafter referred to as "Lessee").

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**RECITALS:**

**WHEREAS**, the County owns towers, capable of supporting antenna(s) and transmission line(s) and properties for installation and maintenance of equipment shelters, including those located at 1095 South Pit Road, Leland, Michigan 49654, at 8520 East Government Center Drive, Suttons Bay, Michigan 49682, and at 11750 East Davis Road, Northport, Michigan 49670 (hereafter, "Existing Towers"), and intends to construct a new tower to be located at 11015 N. Kitchen Rd., Northport, MI 49670 (hereafter, "Leelanau Township Tower"); hereinafter sometimes collectively referred to as "Towers", and

**WHEREAS**, Lessee desires to lease space on the Towers for the installation, operation, and maintenance of antenna(s), transmitter(s), cable(s), transmission line(s), wires, conduits, piping, electrical and utility lines, and other related equipment and appurtenances ("Equipment") to receive and transmit signals; and

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

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**WHEREAS**, the County agrees to lease space on the Towers for Equipment and on the ground in equipment shelters owned by the County pursuant to the terms and conditions of this Lease.

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**NOW THEREFORE**, 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:**

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**1. Property:** The County hereby grants Lessee the right to install, maintain, operate and remove Lessee's Equipment on the Leelanau Township Tower and real property owned by the County at the tower site, located at 11015 N. Kitchen Rd., Northport, MI 49670, situated in the State of Michigan and County of Leelanau, and on the Existing Towers and real property located at 1095 South Pit Road, Leland, Michigan 49654, at 8520 East Government Center Drive, Suttons Bay, Michigan 49682, and at 11750 East Davis Road, Northport, Michigan 49670 ("Property" or "Properties") together with non-exclusive easements for seven (7) days a week, twenty four (24) hours a day ingress, egress and the use or installation of utilities, including, but not limited to, electric, telephone, cable, or fiber utility sources to the Towers and Properties during the Term (defined below). The legal descriptions of the Existing Towers and the Leelanau Township Tower are attached as Exhibit 1 and incorporated by reference into this Lease and made a part hereof.

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2. **Premises:** The County agrees to provide space inside the County shelters on the Properties for Lessee to house equipment, and the County agrees to provide space on each Tower at a height approved by the County for Lessee to mount its Equipment for Lessee's wireless transmitting purposes. It is agreed that Lessee, or a contractor retained by Lessee, shall be authorized to mount the Equipment in a position and manner mutually agreeable to the County and Lessee on each Tower and inside the County's shelter on the ground; provided, however, that the County shall not unreasonably withhold or delay its agreement on the position and manner of Lessee's Equipment installation or storage. The specific Equipment which Lessee may install at each tower site is more fully set forth in Exhibit 2, incorporated by reference into this Lease and made a part hereof. The Equipment shall be used exclusively for noncommercial utility communications. The Lessee shall be responsible for maintaining its Equipment on the Towers and its equipment inside the shelters in good operating condition. Lessee may upgrade, replace, repair, add, or otherwise modify its Equipment throughout the Term, as required; provided, however, that if any such modification changes space or loading requirements, Lessee shall obtain the County's prior written consent to such modifications, not to be unreasonably withheld or delayed. Throughout the Term, the County shall be responsible for maintaining the Towers and associated property controlled by the County.

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Deleted: The County Dispatch shall monitor the Lessee's personnel 800MHz emergency button activations on the Michigan Public Safety Communications System.

Deleted: The County hereby grants Lessee access to the Properties for the purpose of installing the Equipment on the Towers and Equipment inside the ground shelter. Thereafter, Lessee shall be provided access for maintenance and repair of Lessee's Equipment.

Deleted: The County hereby grants permission to Lessee to install, maintain and operate the Equipment. 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 Towers.

Lessee shall fully comply with all County policies and procedures pertaining to security requirements covering the Towers. Installing signs or advertising by Lessee on the Towers or Properties 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 Towers and associated facilities. Upon three hundred sixty five (365) 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's 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. **Leelanau Township Tower:** For the Leelanau Township Tower, Lessee shall provide underground electrical service extension to the County provided electric meter stanchion, at Lessee's sole cost. The County shall pay ongoing metered electric charges at the tower site.

Deleted: electric power lines to the tower site to power the County's <500W base station unit. Lessee shall provide power to the tower site payable by the County

4. **Term:**

(a) This Lease shall be effective as of the Effective Date. The initial term of this Lease (the "Initial Term") shall commence on the Commencement Date and shall expire on the Expiration Date. The "Commencement Date" shall be the later of: (i) the first (1st) day of the month next following the Effective Date; or (ii) the first (1st) day of the month next following the date Lessee has received all necessary Governmental Approvals. The "Expiration Date" shall be the day immediately preceding the twenty-fifth (25<sup>th</sup>) anniversary of the Commencement Date.

Deleted: The Term of this Lease shall be for a period of twenty-five (25) years commencing on the first day of the month following the date in which it has been executed by the representatives of both the County and Lessee, (the "Commencement Date") and expiring on the twenty-fifth anniversary of the Commencement Date (the "Termination Date") unless terminated earlier as provided in Sections 9, 14 or 17 of this Lease.

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(b) Upon the expiration of the Initial Term, this Lease shall automatically renew for additional successive one (1) year terms (each, an "Extension Term" and, together the "Extension Terms") unless either party provides written notice of nonrenewal at least one hundred

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twenty (120) days prior to the end of the then-current term. The Initial Term and Extension Terms shall be collectively referred to herein as the "Term".

5. **Rent and Tower Assessment Fee:** Lessee shall not pay any rent to the County for its access and use of the Existing Towers and the Leelanau Township Tower. Rather, in lieu of rent, Lessee shall contribute 40% of the Leelanau Township Tower construction contract, in an amount up to but not to exceed \$200,000.00 (the "Tower Development Fee"). Lessee shall have no ownership interest in the Leelanau Township Tower or its associated Property. The Tower Development Fee shall be paid, as a reimbursement, to the County as draws paid to the Leelanau Township Tower construction contractor and in turn invoiced to Lessee, Net 15.

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

6. **Rental Documentation:** Within fifteen (15) days of obtaining an interest in any of the Property or this Lease, any assignee(s), transferee(s) or other successor(s) in interest of the County shall provide to Lessee documentation reasonably satisfactory to Lessee 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 (collectively, "Rental Documentation"). From time to time during the Term 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 Towers and Properties. The Equipment shall remain Lessee's personal property even though it may be attached or affixed to the Towers or Properties. 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 Towers and Properties 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 Towers and Properties (collectively, "Governmental Approvals"). In the event that any of such

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applications for such Governmental 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;

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- (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 Towers and/or Properties 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 Properties 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 Towers and/or Properties, 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 Properties performed by an environmental consulting firm of its 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 structural analysis of each Tower("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 a Tower located at a Property is not commercially viable, Lessee may terminate this Lease as authorized in Section 9.

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**9. Termination:** Upon any failure of Lessee to pay any sum due the County, or to perform any material obligation required by this Lease, and failure to cure such obligation within sixty (60) 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 Government Approval required for the operation of the Equipment on the Towers (unless Lessee re-applies for such license or approval within ninety (90) 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

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days, or for reasons related to the structural capacity of the Towers, provided that the structural capacity issues are not due to the County adding other users on the Towers 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 Towers and Lessee has been either unable to do so or has chosen not to undertake such remedy within sixty (60) 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 ninety (90) calendar days prior written notification by certified U.S. mail, return receipt requested, to Lessee at the address set forth in Section 16.

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Lessee may terminate this Lease upon the occurrence of any of the events set forth in Section 8, or if the Tower or Property 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.

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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. The Lessee shall fully remove its Equipment and any other property from the Towers and Properties 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 Towers and Properties 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.

Should the County terminate this Lease prior to the expiration of the Initial Lease Term for any reason other than Lessee's material default under this Lease, the County shall extend this Lease to any other available County owned tower sites necessary to provide similar radio frequency propagation coverage are for the Lessee's service locations.

**10. Insurance Requirements:** The Lessee at all times during the Term, including any extension thereof and any hold over period, in which the Lessee continues to occupy the Towers and Properties 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.

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The parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Tower or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right

of subrogation. All such policies of insurance obtained by either party concerning the Tower or the Property shall waive the insurer's right of subrogation against the other party.

**11. Utilities:** Lessee is responsible for their own communications back hauls. Lessee may connect to County's electrical panels at all tower sites. Lessee electrical demands shall be less than 500W, or Lessee shall reimburse the County for any excess electrical consumption charges, or Lessee will be permitted to install a separate utility meter. 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 Properties, as of the date of this Lease, are free of Hazardous Materials, including asbestos-containing materials and lead paint, and (ii) the Properties have 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 Properties in violation of any law or regulation. The County acknowledges that Lessee may use a permanent emergency back-up generator at the Tower locations, 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 Properties caused by Lessee, or its agents, as a result of the placement, storage or disposal of any dangerous, toxic or hazardous substances on the Properties. Lessee's responsibility for the same shall extend beyond the Term 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 Properties 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 Properties, or any environmental, health or safety condition or matter relating to the Properties that was not brought onto the Properties or caused by Lessee, that, in Lessee's sole determination, renders the condition

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of the Premises or Properties 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.

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**14. Interference:**

- (a) Lessee shall erect, construct, and operate its equipment and property on the Towers and Properties in a manner that will not cause interference to the County or any other lessees or licensees of the Towers and Properties, 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 Towers and Properties 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 Towers and Properties. 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 licenses from erecting, constructing, or operating any equipment on the Towers and Properties 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 Towers and Properties 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 Towers and Properties 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:  
CHERRYLAND ELECTRIC COOPERATIVE  
5930 US-31  
Grawn, MI 49637  
Telephone: (231) 486-9200

With a copy (which shall not constitute notice to):  
KUHN ROGERS PLC  
4033 Eastern Shy Dr.  
Traverse City, MI 49684  
Telephone: (231) 947-7900  
Attention: Gregory L. Jenkins

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17. **Damage to Tower; Condemnation:** 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. In the event of any condemnation of the Property, this Agreement shall terminate as of the date such condemnation becomes effective with the same force and effect as though the termination date set forth in such notice were the date originally set as the expiration date of the Agreement and the Parties shall equitably adjust all payments due under this Agreement as of such termination date.

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 Properties and the Easement free and clear of any liens, encumbrances or mortgages; and (iii) the Properties each constitute 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 Towers and Properties 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 Towers. County shall furnish Lessee with necessary means of access for the purpose of ingress and egress to the Properties. 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 Towers and Properties 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 Towers or Properties 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 Properties 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 or bodily injury, 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, bodily injury, 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, 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 County and Lessee agree that any legal or equitable action arising out of or relating to this Lease 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. In the event any action regarding or arising out of this Lease is brought in or moved to a Federal Court, it is agreed that the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division. Lessee waives any objections to Michigan Courts and the Federal District Court named in this Section 24(d), such as lack of jurisdiction or forum non-conveniens.

- (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. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Lease, this Lease shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.
- (f) Lessee's Evaluation of Towers and Properties. The County shall cooperate with Lessee's efforts to evaluate the Towers and Properties and to comply with governmental regulations affecting Lessee's use of the Towers and Properties.
- (g) Liens. Lessee within thirty (30) days from receiving notice of filing, shall discharge all construction or mechanics' liens filed against the Towers and/or Properties 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 Towers and/or Properties 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 Towers, equipment shelters and Properties within forty-five (45) calendar days of the effective date of expiration or termination. If any damage is done to the Towers, equipment shelters, or property of the County or that of the other lessees or licensees using the Towers/Properties, 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 Term, decide (i) to sell or transfer all or any part of the Properties or the Towers 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 Towers and/or Properties 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 Towers and/or Properties 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.

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**26. Recording:** The County and Lessee agree to execute a Memorandum of Lease that Tenant may record, at Lessee's sole cost and expense, with the appropriate register of deeds. Any lease date set forth in the Memorandum of Lease shall be for recording purposes only and shall not establish a date for commencement of either the Term or rental payments.

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**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: \_\_\_\_\_



**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" 3 525.85 FT TH S 0 DEG 36' 15" E 668.37 FTM/L TO EXISTING SURVEY LN THE 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.



**Omena Tower**

A parcel of land situated in Section 22, Township 31 North, Range 11 West of Township of Leelanau, County of Leelanau, State of Michigan, to wit:

PT SE ¼ SEC 22 COM AT E ¼ COR TH S 89 DEG 38' 32" W 840.40 FT TO POB TH CONT S 89 DEG 38' 32" W 532.4 FT TH S 00 DEG 21' 28" E 900 FT TH N 89 DEG 38' 32" 532.4 FT TH N 00 DEG 21' 28" W 900 FT TO POB SEC 22 T31N R11W A M/L





**Government Center Tower**

A parcel of land situated in Section 19, Township 30 North, Range 11 West of Township of Suttons Bay, County of Leelanau, State of Michigan, to wit:

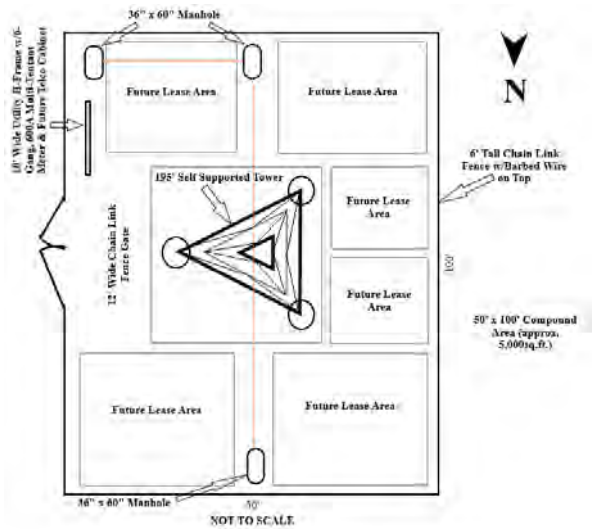
ALL LAND LYING N & W OF LAKE LEELANAU & SUTTONS BAY HIGHWAY IN NE ¼ OF NW ¼ OF SEC 19 ALSO ALL LAND LYING N & W OF LAKE LEELANAU & SUTTONS BAY HIGHWAY IN NW ¼ OF NE ¼ SEC 19 T30N R11W 46 A.



**Leelanau Township Tower**

A parcel of land situated in Section 27, Township 32 North, Range 11 West, in the Township of Leelanau, County of Leelanau, State of Michigan, to wit:

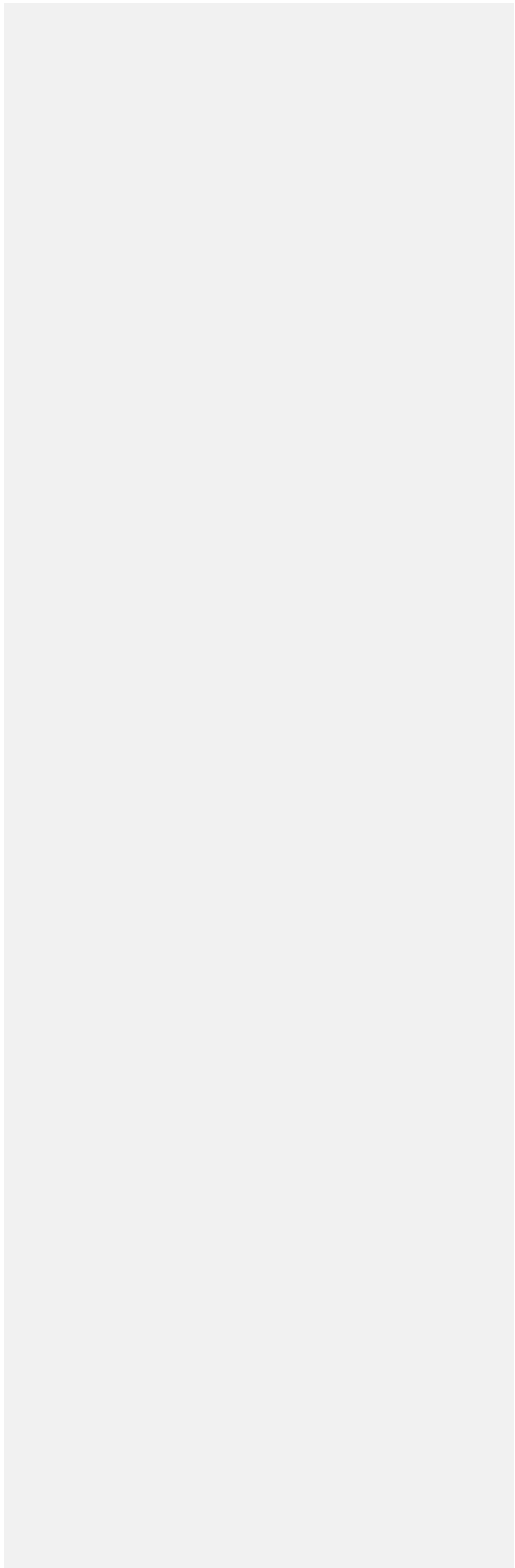
SW ¼ OF SW ¼ SEC 27 EXC COM SW COR SD SEC TH E 1164.25 FT TO POB TH E 199.35 FT TO C/L KITCHEN RD TH ALG SD C/L N 00 DEG 38 E 324.38 FT TH W 199.35 FT TH S 00 DEC 38' W 324.38 FT TO POB ALSO EXC COM SW COR SD SW ¼ OF SW ¼ TH N 209 FT TH E 110 FT TH S 209 FT TH W 110 FT TO POB SEC 27 T32N R11W 37.8 A M/L.



**Exhibit 2**

The specific Equipment which Lessee may install at each tower site is:

- (a) DB589-Y Omni Antenna w/2" mounting brackets, and
- (b) M400B2 Equipment cabinet



**Exhibit 3**

**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT: Administration/General Policy No. **13**  
(County Administrator)

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](http://www.ambest.com)) Insurance Report rating of not less than A or A- (Excellent).

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

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

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

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

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Leland Dam Authority</u> Contact Person: <u>Steve Christensen</u> Telephone Number: _____	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>06/13/2023</u>
<b>Financial/Source Selection Method</b>	Vendor: _____ Address/ Phone: _____ <b>Description:</b> <u>Boards/Comm. Recommendation</u>
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>n/a</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
Budgeted Amount: _____ <b>\$ 0.00</b>	Contracted Amount: _____ <b>\$ 0.00</b>

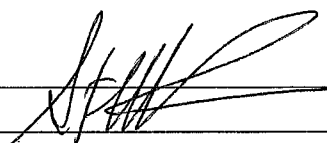
**Document Description**

- Request to Waive Board Policy on Bid Requirements
  Department Head/Elected Official Authorization

The newly-restructured Leland Dam Authority has recommended to the County Board its bylaws for approval that were prepared on its behalf by legal counsel (see attached).

**Suggested Recommendation:**

I move to recommend that the Leelanau County Board of Commissioners approve the Leland Dam Authority Bylaws, as presented.

Department Approval: 
Date: 06/09/2023

**LEELANAU COUNTY  
LELAND DAM AUTHORITY  
BYLAWS**

**ARTICLE I: NAME**

The Leland Dam Authority (“the Authority”) was created by the Leelanau County Board of Commissioners to serve as the County’s delegated authority under Part 307 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

**ARTICLE II: PURPOSE AND DUTIES**

The Authority is the County’s delegated authority for the maintenance of the normal lake level of Lake Leelanau, and the maintenance of the Leland Dam, with all of the powers and duties necessary to comply with the requirements of Part 307 of the NREPA, including but not limited to the computation of the costs for the normal lake level project, the holding of special assessment hearings, and the preparation and approval of a special assessment roll.

**ARTICLE III: MEMBERSHIP AND REPRESENTATION**

**Section 3.1 – Membership:**

Effective January 1, 2023, the Authority is a five-member body appointed by the Leelanau County Board of Commissioners, consisting of the elected County Drain Commissioner, one member of the County Board of Commissioners, one member of the County Road Commission, and two at-large members, with priority to be given to (a) an individual with an engineering background, and (b) a Lake Leelanau riparian landowner.

Any member of the County Board of Commissioners or of the County Road Commission appointed to the Authority shall serve ex-officio during their term of office, and shall cease to hold office as a member of the Authority immediately upon vacating the office of County Commissioner or Road Commissioner

**Section 3.2 – Term:**

Each member shall be appointed to a term of three (3) years and until his or her successor is appointed and qualified. Each term shall expire at noon on January 1st. A vacancy shall be filled by the County Board of Commissioners for the unexpired term.

**Section 3.3 – Attendance:**

Should any member of the Authority miss three (3) consecutive regular meetings, continued membership will be evaluated at the next meeting. Lack of regular meeting attendance will be cause for replacement of a member unless a particular position is required to be on the Authority.



**Section 3.4 – Removal:**

Members may be removed by the County Board of Commissioners for misconduct or neglect of duty, after being given written notice of the charges and a hearing before the Board of Commissioners.

**ARTICLE IV: AUTHORITY MEETINGS**

**Section 4.1 – Scheduling, Time and Place**

Regular meetings of the Authority shall be held at least quarterly, at a time and place to be designated by the Authority at its annual organizational meeting in January. Additional meetings may be called by the Chairman or by two (2) members upon written request to the Chairman, provided that members must receive eighteen (18) hours official notice prior to the scheduled meeting. All meetings shall be open to the public and held in conformity with the Open Meetings Act, P.A. 267 of 1976, as amended.

**Section 4.2 – Public Notice:**

Within ten (10) days after the first meeting of the year, the Annual Schedule of Regular Meetings shall be prominently displayed in the public building where the meetings are to be held. The Annual Schedule of Regular Meetings shall include the dates, times and places of the meetings and the name, address and telephone number of the Authority. Within three (3) days after any change is made in the Annual Schedule of Regular Meetings, such changes shall be prominently displayed in the principal office and in the public building where the meetings are held. Notice of Special or Rescheduled Meetings shall be prominently displayed in the principal office and in the public building where the meetings are held, at least eighteen (18) hours prior to the time of Special or Rescheduled Meeting is to be held.

**Section 4.3 – Quorum:**

For purposes of holding a meeting, a quorum of the Authority shall consist of four (4) members of the Authority. Approval shall be by majority vote when a quorum is present.

**Section 4.4 – Public Comment Procedure:**

Any person shall be permitted to address any meeting of the Authority during the time specifically provided on the agenda. In addition, anyone may speak at the time a subject is under discussion, must direct their remarks to the Chairman, and shall confine their remarks to the subject matter being discussed.

**Section 4.5 – Voting:**

An affirmative vote of a majority of the members shall be required for the approval of any requested action or motion placed before the Authority. Voting shall ordinarily be by voice vote, provided, however, that a roll call vote shall be required if requested by any member or directed by the Chairman. All members of the Authority including the Chairman, shall abstain from voting if that person has a conflict of interest as recognized by the majority of the remaining members of the Authority. Any member abstaining from a vote shall not participate in the discussion of that item.

**Section 4.6 – Conflicts Of Interest:**

- A. All members of the Authority and all members of staff shall avoid situations that are conflicts of interest, and/or incompatibility of office. As used here, a conflict of interest shall at a minimum include, but not necessarily be limited to, the following:
  - 1. Issuing, deliberating, voting on or reviewing a matter concerning oneself.
  - 2. Issuing, deliberating, voting on or reviewing a matter involving a corporation, company, partnership, or any other entity in which he/she is an owner or part owner, or any other relationship where he/she may stand to have a financial gain.
  - 3. Issuing, deliberating, voting on or reviewing a matter that may result in a benefit to oneself.
  - 4. Issuing, deliberating, voting on or reviewing a matter concerning members of his/her household or relatives, including, but not limited to, children, grandchildren, spouse, parents, grandparents, in-laws, etc.
  - 5. Issuing, deliberating, voting on or reviewing a matter where an employee or employer is:
    - a. an applicant or agent for an applicant, or
    - b. has a direct interest in the outcome.
  
- B. The conflict of interest shall be declared by the member/staff and discussion regarding whether it is a conflict of interest may be entertained, or the member/staff may choose to abstain from voting.

**Section 4.7 – Minutes:**

Minutes shall be kept of each meeting, showing the date, time, place, members present, and members absent. All motions (who made the motion and who supported the motion, a summary of the discussion, if any, and the outcome) must be complete and precise, with any roll call votes recorded. Proposed minutes shall be available for public inspection not more than eight (8) days after the meeting to which they refer. Approved minutes shall be available for public inspection not later than five (5) business days after the meeting at which they are approved.

**ARTICLE V: OFFICERS OF THE AUTHORITY AND COMMITTEES**

**Section 5.1 – Officers of the Authority:**

The officers of the Authority shall consist of a Chairman, Vice-Chairman and Secretary chosen by the members, to serve for a period of one (1) year, or until successors are elected. Such officers shall be elected by a majority vote of the membership of the Authority present at the time of election. The Leelanau County Treasurer shall serve as Treasurer for the Authority. The Authority may create and fill such other offices or seat committees as it may deem advisable.

**Section 5.2 – Committees:**

The Executive Committee is made up of the Chairman, Vice-Chairman and the Secretary. There are no standing committees. This Executive Committee serves as the Finance Committee,

conducts Budget Preparation, and provides general oversight, including review of monthly agendas and monthly meeting minutes. Ad Hoc fact-finding committees may be appointed by the Chairman to gather information on particular subjects affecting the Authority. These committees may be dissolved at the discretion of the Chairman or upon completion of their assignments.

**ARTICLE VI: DUTIES OF THE OFFICERS**

**Section 6.1 – The Chairman:**

The Chairman shall be the chief executive officer of the Authority, shall preside at all meetings of the Authority, and shall prepare the agendas with assistance from the County Administrator’s Office staff for the meetings.

**Section 6.2 – The Vice-Chairman:**

- a. In the event that the office of the Chairman becomes vacant by death, resignation, or otherwise, the Vice-Chairman shall serve as Chairman until a new Chairman is elected. A new chairman shall be elected at the next regular meeting of the Authority.
  
- b. In the event of the absence of the Chairman or his/her inability to discharge the duties of his/her office, the Vice-Chairman shall assume such duties, until the Chairman becomes available or a new chairman is elected.

**Section 6.3 – The Secretary:**

The Secretary shall work with the County Administrator’s Office to record and transmit all minutes of all Authority meetings in accordance with these bylaws and shall be responsible for all correspondence and notices pertaining to meetings or other business of the Authority. A recording secretary will be utilized and scheduled through the Administrator’s Office.

**Section 6.4 – The Treasurer:**

The Leelanau County Treasurer shall serve as the Treasurer for the Authority. The Treasurer shall receive, take charge of and account for all monies and properties of every nature belonging to the Authority, deposit and withdraw same in accordance with the resolutions of the Authority, and discharge the duties of Treasurer at all times in keeping with the fiduciary duty to the Authority. The Treasurer shall give an annual report and accounting at the annual meeting of the Authority, shall keep the books and records of the Authority, and shall report on the financial condition of the Authority at any other time as directed by the Chairman or the Authority.

**ARTICLE VII: COMPENSATION**

Members of the Authority may be compensated for their services as provided by the County Board of Commissioners.

**ARTICLE VIII: AUTHORITY BUDGET, AND APPROPRIATIONS**

The expenditures of the Authority, exclusive of gifts and grants, shall be within the amounts

appropriated by the County Board of Commissioners. The County may match County funds with federal, state, or other local government or private grants. The Authority may accept and use gifts and grants for Authority purposes. Money so accepted shall be deposited with the County Treasurer in a special non-reverting Authority Fund for expenditure by the Authority for the purpose designated by the donor or Authority. The County Treasurer shall draw against the special non-reverting fund only upon a warrant from the County Clerk as directed by the Authority and signed by the Chairman.

**ARTICLE IX: AMENDMENTS OF BYLAWS**

**Section 9.1 – Amendments of Bylaws:**

These bylaws, in whole or in part, may be altered, amended, added to or repealed by a majority vote of the total Authority Membership at any Regular or Special Meeting, provided that notice of the proposed alterations, amendments or repeal shall be submitted by mail or email to all members of the Authority at least five (5) days before the Regular or Special Meeting of the Authority at which they are to be considered.

**ARTICLE X: PARLIAMENTARY PRACTICE**

**Section 10.1 – Parliamentary Practice:**

For meetings of the Authority, the rules of parliamentary practice as set forth in Robert’s Rules of Order, revised, shall govern in all cases in which they are not inconsistent with the standing rules and orders of the Authority and not contrary to any existing laws of the State of Michigan.

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Parks &amp; Recreation</u> Contact Person: <u>Melinda Lautner</u> Telephone Number: _____	<p style="text-align: center;"><b>Submittal Dates</b></p> <input type="checkbox"/> Select Meeting Type: <u>Select One</u> Date of Meeting: _____
<p style="text-align: center;"><b>Financial/Source Selection Method</b></p> <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Donation</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ <p style="text-align: center;"><b>Description:</b> Boards/Comm. Recommendation</p>

Budgeted Amount: _____	<b>\$ 0.00</b>	Contracted Amount: _____
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**Document Description**

<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input type="checkbox"/> Department Head/Elected Official Authorization
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Commissioner Lautner, in her role as a Parks Commissioner, has been working with the Lanham family to select a "bouncer" for Old Settlers Park. During the course of these conversations, the family has also committed to fully funding the construction of a fieldstone bench, similar to the existing fieldstone bench donated by the family of County resident Constance Binsfeld, a former County Commissioner and Lt. Governor (pictures are attached).

The Lanham Family is well known in the area, and has ties to the Old Settlers Picnic Grounds group.

The Parks Commission has recommended accepting the donation to fund both items.

**Suggested Recommendation:**

I move to recommend to the County Board of Commissioners to accept the donation from the Lanham Family in memory of Nancy Lanham, for the purchase of a fieldstone bench and ladybug bouncer, to be installed at Old Settlers Park.

Department Approval: <u></u>	Date: <u>06/09/2023</u>
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Old Settlers Park – Binsfeld Memorial Bench



## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Deborah Allen</u> Telephone Number: <u>231/256-8100</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;">Date of Meeting: <u>06/13/2023</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>	Date of Meeting: <u>06/13/2023</u>
Submittal Dates					
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>	Date of Meeting: <u>06/13/2023</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 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 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: <u>Machin Engineering</u> Address/ Phone: _____ <b>Description:</b> <u>FYI/Review/Update</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.: _____					

Budgeted Amount: _____	Contracted Amount: _____
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### Document Description

<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input checked="" type="checkbox"/> Department Head/Elected Official Authorization
<p>The County Board of Commissioners during its April 18, 2023, Regular Session, approved an agreement with Machin Engineering to provide an assessment of the Government Center north wall facade (report is attached).</p>	

**Suggested Recommendation:**  
 No recommendation at this time; this is information only.

May 30, 2023

Ms. Deborah Allen – County Administrator  
Leelanau County  
8527 E Government Center Dr  
Suttons Bay, MI 49682

Re: Government Center Rear Employee Walkway  
Field Investigation and Review  
ME Project No: 23060

Dear Deb:

As requested by the County, on Tuesday, May 16, 2023, I visited the site and performed a field assessment of the rear employee entrance, encompassing both the upper and lower portions. Prior to the site visit, a review was completed in June of 2022, where Machin Engineering (MEI) prepared an Opinion of Probable Construction Cost (OPCC) with a suggested master repair scheme and overall modifications to the area. Prior to this past June, from prior observations since 2017, MEI has observed an increasing rate of visible decay of the masonry, exterior staining of the masonry facade below the walkway, vegetation growth along the joints, and stains from water intrusion.

The review was performed using original construction drawings as a reference coupled with the preliminary sketches from our cost review completed this past year (reference MEI JN#22064). This letter will summarize our findings and conclusions.

**Observations**

Prior to the visit on the 16<sup>th</sup>, Jerry Culman, who recommended, had secured the removal of small, strategic portions of masonry blocks, and had installed two access hatches within the soffit area below the upper walkway (see Images 1 & 2). The review was aided by a lift rented by the County.

Image 1: Ceiling Hatch Installed



Image 2: Masonry Removed





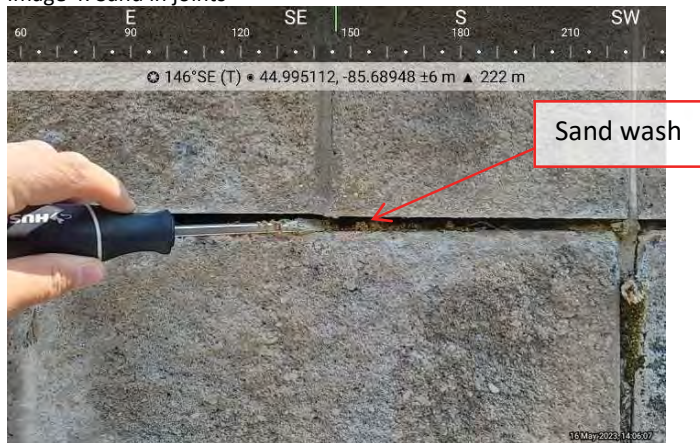
The general construction of this area of the building consists of a concrete walkway, on a steel framework, and covered with split-face masonry. The masonry was removed by a contractor the day prior to the visit. More specifically, several were removed at the retaining wall end and at the intersection of the beam to column as observed in Image 2. A membrane flashing was installed over the steel lintel section. See Image 3.

Image 3: Waterproofing over steel lintel



During the review, a severe cementitious rot was visible as evident through efflorescence and general lime washing occurring in the masonry joints below the second joint/course. Clean sand was found in this joint (see Image 4). The origin of the sand was not determined. The design plans do not indicate the requirement for sand in the cross section.

Image 4: Sand in joints



Thin lines of block fracturing were observed near the top of the masonry column. Nearby water staining of the block, efflorescence, etc. possibly indicates the regular intrusion of water within the block cores. If occurring during times of freeze/thaw, interior ice may cause similar types of fracturing.

Interior to the soffit many areas were identifiable with water staining, efflorescence, lime wash, etc. The greatest effects of water intrusion were along the exterior side with several areas to the interior. Where blocks were stained, the steel pans were rusted at those intersections, along with some interior lines at

joins, fasteners, etc. According to the design plans, the steel panning was installed, then a concrete slab, then waterproofing, then rigid insulation, with the final concrete surface above the insulation. See a clip from the design section below (Figure 1). The rusting of the joints, fasteners, and edges perhaps indicate water has migrated between the various layers and followed into joining or overlapping of materials. One specific location within this space was directly below the above roof overhang end gutter. It is understood during heavy rain events the gutters become overwhelmed and leak onto the concrete surface below (see Image 5).

Figure 1: Clip of design section from Detail 4&5/A516

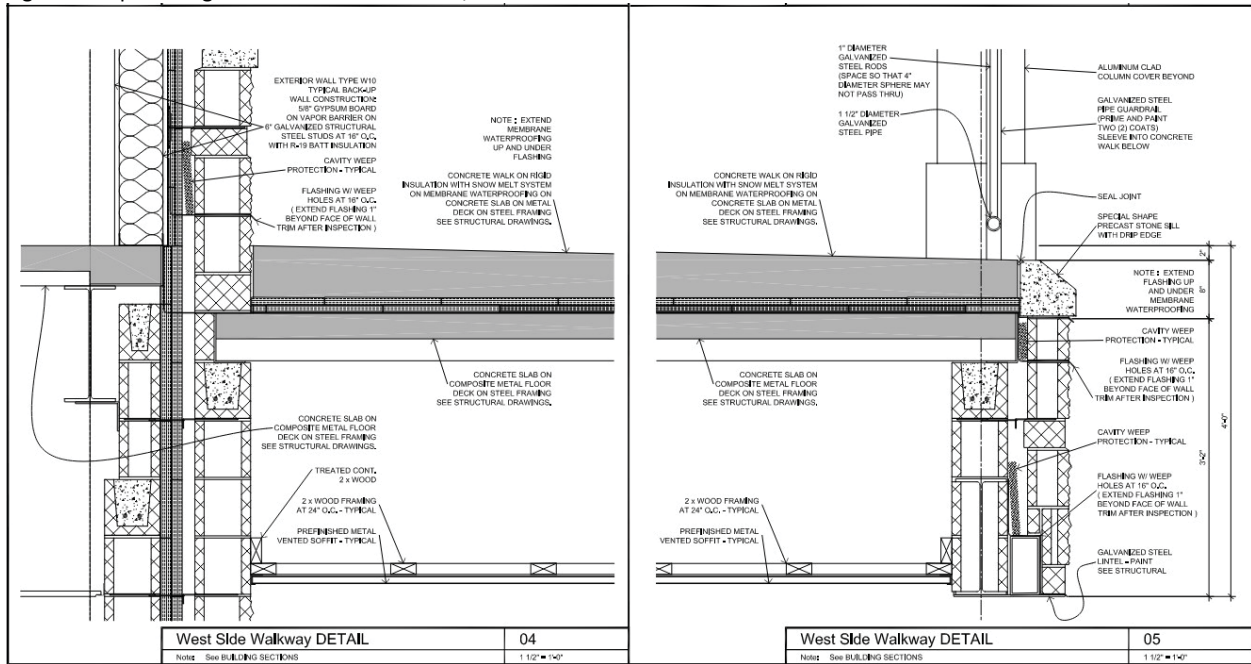
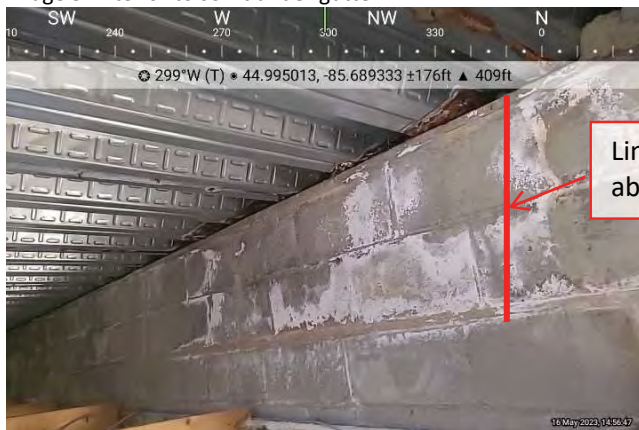


Image 5: Interior to soffit under gutter



The base plate at the column and the end shear plate at the beam at the retaining wall has rusted with scaling, some minor rust jacking was evident. Found minor flaking of the surface of less than 1/32" in thickness. The exact configuration of the plate bolting at the end was difficult to observe. After cutting away a portion of the membrane flashing, the bolting was observed without a washer behind the bolt

head (See Image 6). Washers are required to provide consistent bearing of the bolt heads to the connection.

Image 6: Bolt without washer



### **Conclusions**

The overall condition of the facade is poor with the top few block joints mostly or completely void of mortar. In one joint, relatively clean sand was observed emanating from a joint. Efflorescence, lime washing, and plant growth was observed along 80% of the facade. Lime stains from water intrusion were evident within the interior space of the soffit. Rust along various locations of the steel decking was visible indicating water intrudes regularly within the space. The construction plans indicate a bond break of sorts between two layers of concrete. The first layer must be intended as the structural layer, while the second is for the sidewalk. Where under the roof overhang near the building exit, there is less lime wash or water staining on the masonry. More where the gutter possibly leaks onto the walk. Based on the observations, the following conclusions can be made:

- The vertically facing cap block joint may have led to the initial water intrusion as shown in Image 7.
- Where no roof exists, water has intruded within the cross section of the walk. See Image 8.
- The waterproofing scheme within the section may have discontinuities leading to moisture migration along the joints as evident with rusting of the steel decking.
- The structural steel has corroded slightly with connections showing flaking of steel plating. Washers were shown missing at the end connection to the retaining wall (west end).

Image 7: Cap joint



Image 8: Area under roof



In summary, over the years, water has consistently migrated within the cross section, to the interior of the soffit, from leakage above, through the column, at the edges, and ends, as discussed above. This has led to a significant breakdown in the mortar's cementitious matrix and allowed the lime (binder) to dissolve and migrate out of the joints, leaving open joints, broken joints, and generally missing mortar. It is imperative repairs be made to the masonry, so the individual blocks do not dislodge and fall below causing injury to anyone occupying the space below. The area below should be barricaded and marked with caution tape to keep the area free from occupancy until repairs are completed.

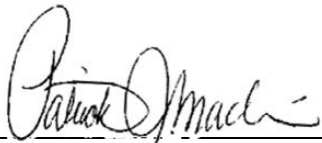
Consistent with the recommendations made in the OPCC (MEI JN#22064), the county should consider the construction of a new roof over the walkway with removal and replacement of the masonry façade, with modifications to how rainwater is managed.

This concludes the report. The information contained in the report is limited to the visual observations made at the time of the site visit of the conditions encountered at that time. Images contained in this report were found to be the most informative. MEI reserves the right to augment the contents of this report during and after any future reviews/site visits requested by the Client.

Should you have any questions please contact us at (855) 935-1530

Sincerely,

MACHIN ENGINEERING, INC.

X  \_\_\_\_\_

Patrick J. Machin, P.E.  
Principal









# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Deborah Allen</u> Telephone No.: <u>231-256-8100</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session 06/13/2023
<b>Source Selection Method</b>	VENDOR: <u>Lutz Mechanical</u>  Address/ Phone: _____
<input type="checkbox"/> Select One  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>470.000.000.970.000</u>	

Budgeted Amount: _____ \$ 0.00	Contracted Amount: _____ \$805.00
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Change Order (Request #3)</u>

<input checked="" type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>	<p>This is the last of three requests and is specific to the <b>Computer Room</b> project.</p> <p>The County Board of Commissioners during its April 18, 2023, Regular Session, had approved two mini-split cooling projects for the Law Enforcement Center involving the Sergeants Room and the Computer Room.</p> <p>The cooling system for the Computer Room required assistance from Lutz Roofing to penetrate the roof for the air conditioner line sets. The original quote of \$1,200 was for one hole, but due to the walls, piping, and conduit, it was also found that the walls were poured with concrete and an alternate routing was necessary. This bill is for a second roof penetration.</p> <p>The additional roof penetration was necessary in order to prevent voiding the extended warranty on the roof.</p> <p><b>Suggested Recommendation:</b> I move to recommend that the County Board of Commissioners waive its bid policy and pay Lutz Roofing for the additional roof work performed for installation of the Mitsubishi Cooling System for the Computer Room as presented; funds to come from the Capital Projects Building Fund #470.000.000.970.000</p>
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Department Head Approval:  Date: 06/09/2023

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Deborah Allen</u> Telephone No.: <u>231-256-8100</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  06/13/2023
<b>Source Selection Method</b>	
<input checked="" type="checkbox"/> Negotiated  <input type="checkbox"/> Other: _____ Account Number _____ (Funds to come from): _____	VENDOR: _____  Address/ Phone: _____

Budgeted Amount: _____	\$ 0.00	Contracted Amount: <u>up to \$16,000*</u>
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<b>Document Description</b>	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Finance Dept. Assistance/Oversight</u>

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

A December 2022 memorandum addressing the temporary end of year and audit support/training of Finance Department staff is attached.

We are requesting the Board extend compensation at the rate previously approved for the Clerk's staff, specifically related to the FY 2024 budget process and to work with the County Administrator toward the orderly transition of financial and human resource processes, files and reporting access.

*\*This request is based on the previous rate approved by the Board, through the balance of 2023, and does not include FICA.*

**Suggested Recommendation:** I move that the County Board of Commissioners approve the Administrator's plan for audit support/training of the Finance Director, the Assistant Finance Director, and Account Clerk, as presented.

Department Head Approval:  Date: 06/09/2023

**BOARD OF COMMISSIONERS**

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



**Deborah Allen**, County Administrator

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

To: Leelanau County Board of Commissioners  
From: Deborah Allen, County Administrator  
Date: December 30, 2022  
Subject: Temporary EOY & Audit Support/Training of Finance Department Staff

Below please find the information discussed collectively by Board of Commissioner Leadership, Administration, the County Treasurer and the County Clerk, for the temporary support of the County Clerk's Office regarding the end of year reporting and FY 2022 Audit preparation, in anticipation of the hiring of a permanent County Finance Director.

With the recent resignation of the County Finance Director, it was necessary to name an Interim Finance Director to address the essential End of Year reporting for the organization. The decision to name Catherine Hartesvelt as the Interim Finance Director position is intended as a temporary hire until a permanent Finance Director is named, based on the current direction of the Leelanau County Board of Commissioners (Resolution #2021-014). The hiring of Ms. Hartesvelt was based on her knowledge of the organization's financial practices, as well as her relationship with the Clerk's Office, who have agreed to offer assistance during this untimely vacancy to the Finance Department. This situation does require the Board to revisit the necessity of addressing the issue of Finance staff training, and the engagement of the Clerk's office, to ensure the financials are being managed according to the expectation of the Board and to the standards set by our current auditing firm, Rehmann.

The recommendation below is reminiscent of the proposal that was submitted by the Clerk's office and discussed at the October 19, 2022, Special Session of the Board of Commissioners. The information provided is to support the previous action of the Board of Commissioners (Resolution #2021-014) under the direction of the County Administrator.

It is therefore suggested that the Interim Finance Director position shall continue to report to the **County Administrator**; however, in consideration of last year's appointment of the Administrator, training and guidance will be provided by the County **Clerk** until a permanent Finance Director is named.

The same will apply to the **Accounting Staff positions**, they shall be **temporarily** supported by the Clerk's office, under the direct supervision of the Interim Finance Director.

- Leelanau County will pay a \$175.00 weekly stipend (*in addition to her current stipend of \$75.00 weekly*) to the County Clerk, retroactive December 19, 2022 (a total of \$250.00 per week), and is MERS eligible.
- The stipend does not increase the base pay of the County Clerk. Ms. Crocker's weekly stipend will terminate immediately should she vacate the position of County Clerk.
- Additionally, a \$250.00 weekly stipend is requested to be paid to Chief Deputy County Clerk Jennifer Zywicki, effective December 19, 2022, and is MERS eligible. The stipend does not increase the base pay of the Chief Deputy County Clerk. The stipend for the Chief Deputy County Clerk will be readdressed upon the successful hire of a permanent Finance Director.
- Ms. Zywicki's stipend will terminate immediately should she vacate the position of Chief Deputy County Clerk.

The stipends cover the following non-mandated services –

- For training of three employees, which includes the interim Finance Director and two Account Clerks;
- An audit of the payroll from May 2022 forward, as well as required detail reporting for the auditors of any inconsistencies and suggested corrective actions with the auditors of items that can be fixed;
- Meetings with the auditors to ensure compliance with County policy, union contracts, IRS guidelines, Governmental Accounting Standards, GASB, etc., and entail development of the integration between Finance and Human Resources.

Further, it is understood;

- Weekly meetings with the Chairman of the Board of Commissioners, the County Administrator, County Clerk, County Treasurer, and Interim Finance Director will continue to take place to insure a unified process to financial reporting.
- The County Administrator or the County Clerk reserves the right to sever this agreement if deemed necessary, or upon the appointment of a Finance Director.

NOTE: the \$250.00 per week equates to 10 hours @ \$25.00/hour. It is estimated that more than 10 hours/week will be required, but no additional funding beyond the 10 is requested.

Further, it is also suggested that Leelanau County move forward with the previously approved agreement with Rehmann to provide training and assistance regarding the establishment of finance-related policies and procedures that address the functions and interface of the County Treasurer's Office and duties, County Clerk's Office and the duties of the County Finance Director in preparation of successfully hiring a permanent Finance Director.



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**ARTICLE I**  
**BOARD MEETINGS – TIME AND PLACE**

**A. Regular, Executive Board of Commissioners and Adjourned Regular Meetings**

The Board of Commissioners shall convene for the purpose of holding meetings in the Board of Commissioners Meeting Room, Leelanau County Government Center, 8527 E. Government Center Drive, Suttons Bay, Michigan, or such other place as provided by public notice, pursuant to the Open Meetings Act, 1976 PA 267, as amended, on the days listed below. The said meetings shall convene at the times indicated, except as otherwise provided in these rules.

1. **Organizational Meeting** – first Tuesday of January at 9:00 a.m.
2. **Executive Board of Commissioners Meeting** – second Tuesday of January at 9:00 a.m.
3. **Regular Board Meeting** – third Tuesday of January at 7:00 p.m.
4. **Executive Board of Commissioners Meeting** – second Tuesday of February at 9:00 a.m.
5. **Regular Board Meeting** – third Tuesday of February at 7:00 p.m.
6. **Executive Board of Commissioners Meeting** – second Tuesday of March at 9:00 a.m.
7. **Regular Board of Commissioners Meeting** – third Tuesday of March at 7:00 p.m.
8. **Executive Committee / Statutory Equalization Meeting (MCL 209.5)** – second Tuesday of April at 9:00 a.m.
9. **Regular Board Meeting** – third Tuesday of April at 7:00 p.m.
10. **Executive Board of Commissioners Meeting** – second Tuesday of May at 9:00 a.m.
11. **Regular Board Meeting** – third Tuesday of May at 7:00 p.m.
12. **Executive Board of Commissioners Meeting** – second Tuesday of June at 9:00 a.m.
13. **Regular Board Meeting** – third Tuesday of June at 7:00 p.m.
14. **Executive Board of Commissioners Meeting** – second Tuesday of July at 9:00 a.m.
15. **Regular Board Meeting** – third Tuesday of July at 7:00 p.m.
16. **Executive Board of Commissioners Meeting** – second Tuesday of August at 9:00 a.m.
17. **Regular Board Meeting** – third Tuesday of August at 7:00 p.m.
18. **Executive Board of Commissioners Meeting** – second Tuesday of September at 9:00 a.m.
19. **Regular Board Meeting** – third Tuesday of September at 7:00 p.m.
20. **Executive Board of Commissioners Meeting** – first Tuesday of October at 9:00 a.m.
21. **Statutory Annual Meeting** – second Tuesday of October at 7:00 p.m.
22. **Executive Board of Commissioners Meeting** – second Tuesday of November at 9:00 a.m.
23. **Regular Board Meeting** – third Tuesday of November at 7:00 p.m.
24. **Executive Board of Commissioners Meeting** – first Tuesday of December at 9:00 a.m.
25. **Regular Board Meeting** – second Tuesday of December at 7:00 p.m.

Any other meetings not listed above shall be special meetings or adjourned sessions of regular scheduled meetings. Unless the Board provides otherwise, the motion to “adjourn” any meeting of this Board, whether Executive Board of Commissioners, Regular, or Special shall mean to adjourn to the next succeeding regular meeting on the list above.



**B. Special Meetings**

The Board shall convene for the purpose of holding special meetings only upon the written request of at least one third of the commissioners, to the county clerk, specifying the time, date, place and the purpose of such meeting. When a special meeting is called by written request, the county clerk shall immediately communicate the written request to each commissioner within 24 hours in one or more of the following ways:

- Via confirmed facsimile to the commissioner’s residence;
- Via personal delivery of the notice to the commissioner;
- Leaving the notice at the home of the commissioner;
- Via confirmed telephone call to commissioner’s residence; or
- Via confirmed email.

The clerk shall post a public notice at least eighteen (18) hours before the meeting, as required by the Open Meetings Act, 1976 PA 267, as amended.

**C. Meetings on Legal Holidays**

A Regular, Executive Board of Commissioners Meeting or adjourned meeting of the Board that falls on a legal holiday shall automatically be set over to the next working day following, that is not a legal holiday, at the same time and place indicated on the original meeting notice.

**ARTICLE II  
CHAIRPERSON**

**A. Election**

At the first meeting in each odd numbered calendar year, the Board shall elect, from among its members, a Chairperson and in each calendar year a vice-chairperson, who shall take office and assume their respective duties immediately upon their election provided that the Constitutional Oath of Office had been administered previously by the appropriate officials. The concurrence of a majority of all members of the Board shall be necessary for election.

**B. Duties**

The chair (and during any absence of the chair, the vice-chairperson) shall preside at all meetings of the Board and shall decide all questions of order, subject to appeal to the Board. It is the responsibility of the Chairperson to appoint standing and special committees, with approval of the Board of Commissioners. The vice-chairperson shall hold office for one year, and the Chairperson shall hold office for two years or until their successors are duly elected and qualified.

**C. Orientation Session**

For the purpose of more fully informing the new members of the Board of Commissioners about the workings and procedure of Leelanau County government, the Chairperson of the Board may provide for an orientation session for the purpose of explaining the structure, functions and procedures of county government.

**ARTICLE III  
CLERK OF THE BOARD / OPEN MEETINGS ACT**

**A. Official Clerk and Duties**

The duly elected clerk of Leelanau County shall be the clerk of the Board. In the clerk's absence, the duly appointed deputy clerk shall perform all duties pertaining to such office, as required by law.

**B. Minutes**

Proposed minutes of all County Board meetings shall be ready for public release no later than eight (8) working days following the meeting date pursuant to the requirements of the Open Meetings Act. Recordings of all Board meetings shall be retained until minutes are approved.

**C. Open Meetings Act Posting**

The clerk or deputy clerk shall perform all posting functions required by the Open Meetings Act, 1976 PA 267, as amended.

**D. Prior Notice of Absence**

Board members should notify the county clerk or the county administrator at the earliest available opportunity for any absences prior to the meeting. Notification of said absences will be documented in the meeting minutes.

**ARTICLE IV  
EXECUTIVE BOARD OF COMMISSIONERS MEETING**

**Executive Board of Commissioners Meeting *(All Commissioners)***

This meeting is comprised of all seven elected County Commissioners and shall meet as a whole as noted Under Article I-A. The primary objective of this meeting shall be to conduct extensive research and discussion on matters dealing with county issues and finances for presentation/ recommendation at the Regular Board meeting, or Special Board meetings as needed. The Chairperson shall conduct the overall order of business so as to permit free and informal discussion of the agenda items presented.

1. Matters presented at the Executive Board of Commissioners meeting may or may not be recommended to the full Board, based on a majority vote of those elected.
2. The Commissioners shall make NO final decisions at the Executive Board of Commissioners meeting. This power is expressly reserved for the Board of Commissioners when meeting in a Regular Session or Special Session.
3. An item/issue at the Executive Board of Commissioners meeting that does not receive a majority vote for recommendation, may be added to the Regular Session agenda as a late addition, if a motion is made and seconded at said meeting and agreed to by a majority vote of the Board of Commissioners elected.
4. Any question at the Executive Board of Commissioners meeting that does not receive a majority vote of support for recommendation to the Regular Session or Special Session of the Board of Commissioners may be reconsidered at the same meeting or at any succeeding Executive Board of Commissioners meeting. A simple majority vote is needed to place the item on the Executive Board of Commissioners agenda if said topic previously failed to receive a majority vote for recommendation.
5. Discussion may take place on items on the Executive Board of Commissioners meeting agenda without a recommendation being made.
6. Recommendations will only be allowed to have one amendment to an amendment, which are germane to the original recommendation. All amendments must be in writing to the County Clerk or staff.
7. The Order of Precedence of Motions will be as outlined in Article VI, F, 2 a-h.
8. It is the goal of the Board of Commissioners to complete the Executive Board meeting within a five-hour period or less (9:00 a.m. to 2:00 p.m.). At the end of the five-hour period, a vote will be taken to determine if the meeting will be adjourned, recessed, or continued to the completion of the agenda.

## **ARTICLE V COMMITTEES**

### **A. Commissioner Appointment – Standing Committees**

The Chairperson of the Board shall appoint, with the approval of a majority of the Board members, commissioners to their areas of responsibility under the designated standing committees and/or commissions. The commissioner so appointed shall be responsible for reporting back to the full Board of Commissioners. No commissioner shall be appointed to a committee and/or commission without their consent.

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**B. Select Committee**

The Chairperson of the Board of Commissioners, with the approval of a majority of the Board members, shall establish select committees, as needed, to study a particular one-time issue, problem or requirement. Normally, the commissioner in whose district the issue exists shall be appointed unless there is a conflict. The chairperson for each select committee shall schedule meetings and locations to accomplish the task at hand. The select committee shall be dissolved at the completion of the issue.

**C. Committee Procedures**

The board member assigned to a committee may be authorized to request additional help to research, analyze, and make recommendations on specific matters before the Board of Commissioners. In addition, these procedures applicable to each committee, board or commission shall be followed:

1. Upon majority vote, recommendations and resolutions shall be developed and presented to the full Board.
2. Provisions will be made for separate committee minutes to be taken and provided to the Board of Commissioners and administrator's office for consideration.
3. Meeting schedules, except those set forth in these rules shall be at the discretion of the Chairperson of the respective board, commission or committee, subject to the posting requirements of the Open Meetings Act.
4. No scheduled committee meeting set forth by these rules shall be changed to another time or date unless all members are polled and a majority agree to the change.
5. All Committees are required to comply with the requirements of the Open Meetings Act.
6. All Committees including the Executive Board of Commissioners shall refer for final decisions on all matters to the Regular Board of Commissioners meeting as this power is expressly reserved for the Board of Commissioners.
7. Public meeting notices shall be posted and published in coordination with the county clerk as required by the Open Meeting Act, 1976 PA 267, as amended.

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**D. Committee Meetings**

Meetings of the Executive Board of Commissioners, standing committee, or select committees may be convened by its Chairperson or a majority of its members upon reasonable notice of at least 24 hours to its members and the Board Chairperson provided said notice complies with the Open Meetings Act, 1976 PA 267, as amended. A quorum shall consist of a majority of the committee members. Each committee shall have a prepared agenda including all items to be considered prior to the committee meeting; however, late

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items may be added with the concurrence of a majority of the quorum present. All committees shall keep minutes of their meetings as required by the Open Meetings Act, 1976 PA 267, as amended. Every committee shall provide an opportunity for the public to be heard. Members of the public may address the Executive Board of Commissioners and other committees for up to five (5) minutes per person or longer at the discretion of the chairperson, after they identify themselves and are recognized by the chairperson.

**ARTICLE VI  
CONDUCT OF REGULAR MEETINGS OF THE BOARD OF COMMISSIONERS**

**A. Chairperson**

The Chairperson shall take the Chairperson's seat on the date and hour set forth for regular meetings or at the time and date of any other meetings as may be provided by these rules.

**B. Quorum**

A majority of the members of the Board of Commissioners shall constitute a quorum for the transaction of the ordinary business of the county.

**C. Adoption of Measure**

For the final passage or adoption of a measure or resolution, or the allowance of a claim against the county, a majority of the members elected and serving shall be necessary.

**D. Order of Business – Agendas**

**1. Executive Board Agenda**

- a) Call to Order
- b) Pledge of Allegiance
- c) Moment of Silence/Personal Prayer
- d) Roll Call
- e) Approval of Agenda and Late Additions or Deletions
- f) Public Comment (*up to three [3] minutes per person*)
- g) Commissioner Comments
- h) Communications, Proclamations, Presentations
- i) Consent Agenda Items
- j) Action Items
- k) Review of Financials
- l) Special Reports by Staff, Commissioners and Affiliated Agencies
- m) Public Comment (*up to five [5] minutes per person [General]*)
- n) Commissioner Comments
- o) Approval of Financials
  - i. Review of Commissioner Current/Year-to-Date Expense Reimbursements  
/Per Diems
- p) Adjournment

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2. **Regular Session Agenda**

- a) Call to Order
- b) Pledge of Allegiance
- c) Moment of Silence/Personal Prayer
- d) Roll Call
- e) Approval of Board Minutes
- f) Approval of Agenda and Late Additions or Deletions
- g) Public Comment (*up to three [3] minutes per person*)
- h) Commissioner Comments
- i) Communications, Proclamations, Presentations
- j) Consent Agenda Items
- k) Action Items
- l) **Review of Financials**
  - i. **Review of Commissioner Current/Year-to-Date Expense Reimbursements /Per Diems**
  - m) Committee Reports, Recommendations, and Resolutions
  - n) Special Reports by Staff, Commissioners and Affiliated Agencies
  - o) Public Comment (*up to five [5] minutes per person [General]*)
  - p) Commissioner Comments
  - q) Approval of Financials
  - r) Adjournment

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3. **Special Session Agenda**

- a) Call to Order
- b) Pledge of Allegiance
- c) Moment of Silence/Personal Prayer
- d) Roll Call
- e) Public Comment (*up to three [3] minutes per person*)
- f) Commissioner Comments
- g) Action Item(s)
- h) Public Comment (*up to five [5] minutes per person*)
- i) Commissioner Comments
- j) Adjournment

Members of the public may address the Board of Commissioners, Executive Board of Commissioners, and other committees for up to five (5) minutes per person or longer at the discretion of the Chairperson, after they identify themselves and are recognized by the Chairperson.

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4. **Specific Agenda Priorities**

All matters shall be placed upon the agenda within the applicable subcommittee section.

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5. **Agenda Deadline**

A Commissioner, an Elected Official, a Department Head or an Affiliated Agency wishing to meet with the Board, or have an item placed on the agenda for the Board, must notify the administrator's office six working days preceding the scheduled meeting date. However, an item may be added to the agenda at any meeting prior to the closing of the agenda and considered or referred to a committee if agreed to by a majority vote of the Board or committee to which the request was made. Further, the Chairperson shall not have the final decision on the agenda.

6. **Late Items**

Late items shall be distributed to all commissioners no later than at the beginning of the Board meeting and shall be announced by title with appropriate agenda numbers, and may be considered if approved by majority vote of the Board. A five-minute recess shall be granted at the request of any commissioner prior to consideration of each late item. Late items shall only be considered if a majority of the Board votes to do so.

7. **Consent Agenda**

Consent agenda items will be recommended by the County Administrator and approved by the Board Chairperson, prior to the distribution of the agenda. A consent agenda may be presented by the Board Chairperson at the beginning of a meeting. Items may be removed from the consent agenda on the request of any one Commissioner. Items not removed may be adopted by general consent without debate. Removed items may be taken up either immediately after the consent agenda or placed later on the agenda at the discretion of the Chairperson.

Typical consent agenda items are routine, procedural decisions, and decisions that are likely to be noncontroversial.

8. **Agenda Availability**

An agenda for each meeting shall be sent at least 24 hours in advance to be received in a timely manner by each commissioner as well as being made available to the public and news media.

E. **Rights and Duties of Members (at Executive Board of Commissioner meetings, Regular Board of Commissioner meetings and Special Sessions):**

1. **Speaking Priorities –**

- The sponsor of any properly moved and seconded motion, resolution, ordinance or report shall have the right to speak for five (5) minutes after the formal introduction and prior to any discussion on the floor.

- No commissioner shall speak a second time on a question until all others who wish to speak have had an opportunity to speak at least once.

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- When two or more members address the Chairperson at the same time, the Chairperson shall designate the member who is to speak first; but in all other cases, the member who shall first address the Chairperson shall speak first but is limited to no more than five (5) minutes.

- Only members of the Board of Commissioners shall be given the right to speak during any Board meeting except:

a) A county staff person or elected official when information or report pertinent to their office is requested by a Board member.

b) Any member of the public, recognized by the Chairperson, not to exceed five (5) minutes per person.

- No member, while addressing the Board shall be interrupted except to be called to order; and thereupon, the member shall cease talking.

2. **Voting** – Every commissioner shall vote on all questions unless excused by the Chairperson for substantial reason. The Chairperson shall also vote on all questions unless excused by the Board for a valid reason.

3. **Interruption/Leaving** – No member shall interrupt a meeting for private discourse or leave a meeting prior to adjournment unless excused by the Chairperson. The clerk shall record the time and point in the proceedings at which a member enters or leaves a meeting.

4. **Order and Decorum** – The Chairperson shall at all times preserve order and decorum pursuant to these rules.

**F. Off-Site Participation in Commissioner Meetings by Commissioners**

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1. Currently, off-site participation is not allowed by the Michigan Open Meetings Act, except for members on military duty, and as a necessary disability accommodation under State or federal law. Provided the requirements of the Open Meetings Act are met, Commissioners unable to attend due to military duty shall be permitted to participate remotely in Commissioner committee and board meetings by Skype/Facetime/Polycom or similar remote access technology available to the County and member. Members requesting and are granted a disability accommodation by the County Board under State or federal disability laws may also attend Commissioner committee and board meetings by Skype/Facetime/Polycom or similar remote access

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technology available to the County and member, provided the requirements of the Open Meetings Act are met. Members attending remotely under this subsection shall be permitted to participate in the discussion and votes of Commissioner committee and board meetings, shall be considered present, and counted toward a quorum.

2. If the Michigan Open Meetings Act is modified to permit remote meetings more broadly, Commissioners can participate remotely with advance notice of preferably 48 hours, Commissioners are allowed to participate in board meetings via Skype/Facetime/Polycom technology. Participation is contingent upon an on-site quorum of the Board of Commissioners, availability of equipment and requires that the Commission chambers be set up so that interaction among all Commissioners is possible.

a. Board members participating in the meeting by Skype/Polycom/Facetime or similar remote access technology available to the County and member shall be present at the beginning of the meeting and have the right to vote on any issue properly before the Board.

b. Off-site participation in meetings is limited to two meetings per year for each individual Commissioner, except for members attending remotely due to military duty or a disability accommodation.

c. These guidelines are subject to modification if the Open Meetings Act is revised.

**G. Motions, Resolutions and Committee Reports**

To provide an orderly flow of items before the Board (at all meetings – Executive Board of Commissioners, Regular Meeting and Special Session), agenda items shall be scheduled according to subject matter and committee interest. If the item needs to be considered by more than one committee, it will be scheduled during the Executive Board of Commissioners meeting or Regular Board meeting.

1. **No motion shall be debated or voted on unless seconded.** Any motion may, with the permission of the person who moved and seconded it, be withdrawn at any time before it has been adopted.

2. **Order of Precedence of Motions** – When a motion is seconded and before the Board, no other motion shall be received except the following:

- a) **To adjourn** (end meeting now) – *not* debatable.
- b) **To raise a question of privilege** (welfare of individual/assembly) – *not* debatable.
- c) **To lay on the table** (set aside temporarily) – *not* debatable.
- d) **To call for the previous question** (stop debate) – *not* debatable.
- e) **To limit or extend limits of debate** (shorten or lengthen debate) – *not* debatable.
- f) **To postpone to a certain date** (put off to another time) – debatable.

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Deleted: **Participation in Commissioner Meetings by Commissioners**

Currently, off-site participation is not allowed by the Michigan Open Meetings Act; however, if the Act is modified, Commissioners can participate remotely with advance notice of preferably 48 hours, Commissioners are allowed to participate in board meetings via Skype/Facetime/Polycom technology. Participation is contingent upon an on-site quorum of the Board of Commissioners, availability of equipment and requires that the Commission chambers be set up so that interaction among all Commissioners is possible.¶

¶ Board members participating in the meeting by Skype/Polycom/Facetime shall be present at the beginning of the

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- g) **To commit or refer or recommit to a committee** (let a committee investigate) – debatable.
- h) **To amend** (change a motion) – debatable (See #5 Amendments below.)

These motions shall have precedence in order named.

- 3. **Motion to Adjourn** – A motion to adjourn shall always be in order except while a vote is being taken on any other motion already before the Board or when a member has the floor.
- 4. **Motion to Reconsider** – Applies to the Regular Meeting of the Board of Commissioners and Special Sessions only. A first motion for the reconsideration of any question shall be in order if made on the same day or at the Board meeting next succeeding that on which the decision proposed to be reconsidered was made; providing, however, that a second reconsideration of any question or a reconsideration at a later date may be had with the consent of two-thirds (2/3rds) of the members elected and serving, but in such an event, the moving member shall file written notice of their intention to move for a reconsideration in the office of the clerk at least one day before making such a motion.
- 5. **Amendments** – No motion or proposition not germane to a subject under consideration shall be admitted under cover of an amendment. Commissioners shall give all amendments in writing to the clerk. The clerk shall read it back prior to a vote being taken on the subject. Only one (1) amendment to an amendment is allowed.
- 6. **Resolutions and Ordinances** – Resolutions shall be considered in the order in which they are received unless otherwise ordered by the Board. All resolutions shall be presented to the Board in writing, and be included in the Executive Board Packet. This excludes all internal financial resolutions.
- 7. **Division of Question** – Upon request by any member, any question may be divided and separated into more than one question; provided, however, that such may be done only when the original is of such nature that, upon division, each of the resulting questions is a complete question permitting independent consideration and action. Such request for any member does not need a second or a vote of the Board in order for the question to be considered, provided that the other provisions of this section are met.

**H. Appeal from Decision of Chairperson**

When an appeal is taken from a decision of the Chairperson, the member taking the appeal shall be allowed to state their reason for doing so. The question shall be then immediately put in the following form, “Shall the ruling of the Chairperson be sustained?” The question shall be determined by a majority vote of the members present, except the vice-chairperson shall preside over such vote.

I. **Public Meetings**

All Board and committee meetings shall be open to the public as required by the Open Meetings Act, 1976 PA 267, as amended.

J. **Comments from the Floor**

Only members of the Leelanau County Board of Commissioners shall be given the floor to speak during any Board or Executive Board of Commissioners meeting, except:

1. Anyone who desires to speak under D.1. (g), D.1. (n) or E.1.(b) of this Article for the time allocated; and
2. County officials or personnel under E.1.(a); and
3. Any person with the consent of the Chairperson or majority of the Board.
4. Public comment shall be limited to no more than five (5) minutes per individual, and at times as stated in these rules except where extended by the Chairperson.

ARTICLE VII

**VOTING**

A. **Roll Call Votes**

1. A roll call vote shall be taken on any question when called for by any member of the Board or as required by law. The Chairperson shall determine and announce the outcome of each vote.
2. The names of those who voted for or against the same shall be entered in by district in the minutes. Each member called upon may declare openly and without debate their assent or dissent to the question.

**ARTICLE VIII  
ADMINISTRATOR'S OFFICE**

A. **Responsibilities**

1. The agenda for each Regular Board meeting, Executive Board of Commissioners meeting, select committee, and special meetings shall be prepared by the administrator's office, sent to all members of the Board of Commissioners for review with final approval from the Chairperson, and then coordinated with the clerk in time for the required Public Notice to be posted.
2. Prior to each meeting, each commissioner, elected official or department head shall be provided the agenda to ensure that they are aware of the items that fall under their oversight or action responsibility.

2023 Rules of Order and Procedure  
APPROVED: 1/3/2023, rev. 6/20/2023

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3. Action agenda items shall be scheduled, including type of presentation, documents or in-person presentation to ensure continuity of category, and time consideration.
4. Individuals wishing to have an item considered by the Board and potentially placed on the agenda for the Executive Board of Commissioners or select Committee meetings must notify their respective Commissioner and the County Administrator at least six (6) working days before the announced or scheduled meeting date, unless waived by the Board.

**ARTICLE IX  
ADMINISTRATION**

**A. Signing of Documents**

The Chairperson shall be the signatory of all contracts, bonds and other documents which requires the signature of the Board of Commissioners. In the event the Chairperson is unable to perform such functions, then the vice-chairperson shall act in the Chairperson's stead.

**B. Notice of Board Action**

When the Board has acted upon a written request or demand for action presented to the Board from other than among its membership, the administrator in coordination with the clerk, shall promptly notify the person or agency making the request or demand of the Board's action thereon.

**C. Minutes**

A copy of the proposed minutes of each Board meeting shall be prepared and delivered to each member of the Board no later than eight (8) working days after the meeting in accordance with the Open Meetings Act, 1976 PA 267.

**D. Resolutions**

All resolutions finally adopted by the Board shall be consecutively numbered by the county clerk in order of their adoption.

**E. Motions**

All motions finally adopted by the Board shall be consecutively numbered by the county clerk in order of their adoption.

**F. Robert's Rules of Order, Twelfth Edition**

The Leelanau County Rules of Order and Procedure supersede Robert's Rules of Order. The rules of parliamentary practice set forth in Robert's Rules of Order, revised, shall govern the Board, providing they are not in conflict with the Board's rules or laws of the State of Michigan.

**ARTICLE X  
AMENDMENT TO AND EFFECTIVE DATE OF THESE RULES**

These rules may be amended, suspended, or rescinded only by a majority vote of all the commissioners. They shall remain in effect until rescinded, amended, or suspended.

Any amendment to these rules, properly presented to the Board of Commissioners and adopted, shall take immediate effect unless otherwise stated by the Board at the time of adoption.

**ARTICLE XII  
CONCLUSION**

To the extent that any of the rules herein are contrary to statutory requirements, they shall be of no force and effect.

## 2023 Commissioner Appointments to Boards & Commissions

[REVIEW in September, 2024] 4/11/2023; rev. 4/14/2023; 5/5/2023; 5/31/2023

Board/Commission	County Paid		Agency Paid		Notes
	Per Diem	Mileage	Per Diem2	Mileage2	
<b>9-1-1 Advisory:</b> Includes 1 Comm., Fire Chiefs Ass'n president; undersheriff; tribal police; MSP; NPS; DNR	70/40*	yes	n/a	n/a	More or less a task force; a recommending body to the Board and other agencies
<b>Bay Area Transportation Authority (BATA):</b> 1 commissioner, 1 citizen appointee	70/40	yes	40	see note	Free rides available from BATA bus; per diem paid for all Regular, Special and Committee meetings (approved 2/23/23)
<b>Benzie/Leelanau District Board of Health:</b> Includes 2 Comm., 2 citizen appointees	70/40	yes	40	yes	
<b>Benzie/Leelanau District Environmental Health BOA:</b> Includes 1 Comm. and 2 citizen appointees	70/40	yes	40	yes	Meets as needed
<b>Boards &amp; Commissions Review (COTW)</b>	70/40	yes	n/a	n/a	BOC Committee
<b>Brownfield Redevelopment Authority:</b> Includes 1 Comm., the County Administrator, and 5 citizen appointees	NO	yes	n/a	n/a	Per PA 381 of 1996, board members shall serve <u>without compensation</u> , but shall be reimbursed for reasonable actual and necessary expenses.
<b>Building &amp; Grounds Committee</b>	70/40	yes	n/a	n/a	BOC Committee
<b>Building Safety Committee</b>	70/40	yes	n/a	n/a	BOC Committee
<b>Community Corrections:</b> Includes 2 judges, 1 PAO who reps all three counties, 1 Comm. from each county, a defense atty, a person from MDOC probation/parole, and the following are selected by Grand Traverse County through an interview process: a media member, a rep from a community services agency, and a citizen at large.	70/40	yes	0	0	13-14 members
<b>Finance Audit Committee (COTW)</b>	70/40	yes	n/a	n/a	BOC Committee
<b>Juvenile Justice Detention Center Committee</b>	70/40	yes	n/a	n/a	More or less a task force
<b>Land Bank Fast Track Authority:</b> Includes 1 comm., the Planning Director, the County Treasurer, the County Administrator, and 3 citizens	NO	yes	n/a	n/a	Per PA 258 of 2003, 124.754, board members shall serve <u>without compensation</u> , but shall be reimbursed for reasonable actual and necessary expenses.
<b>LCSAPC:</b> Includes 2 Commissioners, some employees and those employed in the courts, law enforcement, and medical professions.	70/40*	yes	n/a	n/a	*More or less a task force; <u>compensation only provided to seated Commissioners.</u>
<b>Leelanau County Family Coordinating Council:</b> Includes 1 Comm. and others; only the Comm. receives per diem/mileage	70/40*	yes	no	no	More or less a task force; a collaboration of of community and network of entities and provide advocacy to groups such as the BOC. Membership numbers are estimates
<b>LEPC Local Planning Team:</b> historically the Board chairman has sat on this board ; Wessell is on this board	no	no	n/a	n/a	This board is an emergency response as it relates to hazardous materials, on farms. Typically have plans in place for all of the farms that need it. State requires they have a plan in place if they meet a threshold.
<b>LEPF/LIFT Advisory Committee:</b> Includes headed up by the Economic Foundation, it's their committee, many county employees (Wessell, Lautner)	no	no	n/a	n/a	More or less a task force; non-County entity, created by LEPF
<b>Northern Michigan Counties Association:</b> Commissioner Delegate and Alternate Delegate	70/40	yes	no	no	This is a <u>new appointment</u> - delegate and alternate delegate
<b>Northern Lakes Community Mental Health Authority</b>	no	no	75/50	yes	
Northwest Michigan Community Action Agency	70/40	yes			no citizen appointees
<b>Northwest Regional Airport Authority - for membership, refer to Bylaws, pages 3-4; the Authority does not compensate members and citizens are not compensated by County.</b>	70/40	yes	0	0	Per MCL 259.140(8); PA 95 of 2015 does allow for reimbursement for actual/necessary expenses incurred in the discharge of official duties, per diem allowed if approved by County Board
<b>Parks and Recreation - Full Commission</b>	70/40	yes	n/a	n/a	Also includes PC/RC designees and Drain Commissioner
<b>Parks and Recreation - Myles Kimmerly Committee</b>	70/40	yes	n/a	n/a	3 members + Drain Commissioner
<b>Parks and Recreation - Old Settlers Committee</b>	70/40	yes	n/a	n/a	3 members + Drain Commissioner
<b>Parks and Recreation - Veronica Valley Committee</b>	70/40	yes	n/a	n/a	3 members + Drain Commissioner
<b>Planning Commission</b>	70/40	yes	n/a	n/a	Trainings also paid for
<b>Planning Commission - Housing Action Committee:</b> Includes 1 Comm.	no	no	n/a	n/a	anyone can join; subcommittee of the PC, citizens are not paid
<b>Senior Services Advisory Committee</b>	70/40	yes	n/a	n/a	BOC Committee
<b>Solid Waste Council:</b> Includes 1 Comm., 7 citizen appointees, and 2 ex-officio members of the Industry	70/40	yes			Trainings also paid for
<b>Union Negotiations</b>	70/40	yes	n/a	n/a	BOC Committee
<b>FOR BOARD CONSIDERATION:</b>					
<b>Board of Public Works</b>	70/40	yes	n/a	n/a	Also includes Treasurer, Drain Commissioner
<b>Leland Dam Authority</b>	70/40	yes	n/a	n/a	RC/DC members were paid previously
<b>Outside Agcy: MAC Ag &amp; Tourism Committee/Allgaier</b>			0	0	

70= full day; 40=1/2 day (BOC reimbursement to Comm.)

County/Internal committee, task force

Commissioners Reimbursements

Consideration for Reimbursement

Commissioner Committees