

BOARD OF COMMISSIONERS MEETING

Ty Wessell, Chairman

NOTICE OF MEETING

The Regular Session of the Leelanau County Board of Commissioners will be held on Tuesday, August 20, 2024, at 7:00 p.m., in the Commissioner Meeting Room,

A live streaming of this meeting will be available for viewing via the following link – https://www.youtube.com/channel/UCNQTgJgcTedF2qB8floC1GQ?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

Leelanau County Government Center, Suttons Bay, Michigan
(Please silence any unnecessary cellular/electronic devices.)

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

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE/PRIVATE PRAYER

ROLL CALL

APPROVAL OF BOARD MINUTES

APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS

COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS :

- Administrator Update, *Richard Lewis, Interim Administrator* –
- BATA Update – Eric Lingaur

PUBLIC COMMENT (3 Minutes)

COMMISSIONER COMMENTS

CONSENT AGENDA ITEMS

1. Sheriff’s Office –
 - a. Replacement Car
 - b. Secondary Road Patrol Grant Program
2. 9-1-1 Emergency Management – Midway Electronics Contract Amendment
3. Finance –
 - a. Application for Credit Card
 - b. ARPA – PBB Contract
 - c. Non-Union Wage Schedule Adjustment – I.T. Director
4. Planning – Northwest Michigan Community Action Agency (NMCAA) Contract Extension
5. Treasurer – Land Bank Authority Reimbursable Blight Elimination Grant – Intergovernmental Loan 2-17
6. Maintenance – Electrical Panel Inspection – Permission to Draft RFP
7. Administration –
 - a. Financial Audit Services – Permission to Draft RFP
 - b. 2% Grant Contract Approvals
 - c. NRAA Zoning Board Appointments
 - d. Dissolve Finance and Personnel Committees
 - e. Extend Interim Administrator Contract

ACTION ITEMS

1. Clerk/IT – Vital Records Software Hosting/Storage
2. Administration –
 - a. Leland Dam Bridge and Walkway Repair – Review of Material and Design Options 18-24
 - b. Delay/Redefine Administrator Search Process – Set Special Session
 - c. Human Resources Position – Title Change 25
 - d. Request for Consideration of a Closed Session Re: Attorney-Client Communication

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

Demolition Agreement

This AGREEMENT, made this 20th day of May, 2024 by and between the Leelanau County Land Bank Authority ("LCLBA", "AUTHORITY" and "CONTRACT HOLDER") and Bay Area Demolition doing business as an LLC/S-corp ("CONTRACTOR").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the:

ABATEMENT AND DEMOLITION OF:

Former Leelanau Memorial Hospital, 201 South High Street, Northport MI 49670 Leelanau County


The CONTRACTOR will furnish all the materials, supplies, tools, equipment, labor, and other services necessary for the demolition of the PROJECT described herein.

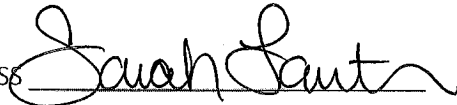
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS (initiating filing of Notification) within seven (7) calendar days following receipt from the LCLBA's Notice to Proceed and will complete the contracted scope of work as efficiently as feasible and estimated to be within the earlier of 90 days after commencement or August 30, 2024, unless an alternate schedule is approved by the LCLBA.
3. The CONTRACTOR agrees to perform all WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of not to exceed Three-Hundred Eighty-Six Thousand Two Hundred Fifty Dollars (\$386,250) as shown in the Bid Document.
4. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (1) General Information
 - (2) Background
 - (3) Scope of Services
 - (4) General Requirements
 - (5) Specifications
 - (6) Terms and Conditions
 - (7) Site Inspection Prior to Bid and Proposal Requirements
 - (8) Performance and Labor and Material Bonds
 - (9) Payment Terms
 - (10) Bid Form – Demolition of Commercial Property
 - (11) Non-Iran Linked Business Certification
 - (12) Appendix A – Insurance Requirements
 - (13) Appendix B – Bidder's Checklist
 - (14) Attachments
5. The CONTRACT HOLDER will pay to the CONTRACTOR in the manner and at such times as set forth in Section 9: *Payment Terms* of the Request For Proposals (RFP) such amounts as required by the CONTRACT DOCUMENTS. Net 60 terms will be employed to process the CONTRACTOR invoice, subsequent to the following conditions being met: satisfactory completion of the work inclusive of all required inspections and approvals, proof of payment that any subcontractors and landfill invoices have been paid, receipt of all project documentation, and concurrence of satisfactory review by the State Land Bank Authority for completeness of all submitted documentation.
6. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. The CONTRACTOR will secure both a Performance Bond and a labor and materials Payment Bond (in the amount equal to one hundred percent [100%] of the total contract amount) subsequent to signing this agreement and prior to the commencement of work activities. Surety on such bonds shall be by a bona fide company authorized to do business in the State of Michigan.

- 8. Prior to execution of this AGREEMENT, the CONTRACTOR will provide Proof of Insurance requirements as outlined in Appendix A of the RFP.
- 9. The CONTRACTOR shall protect all public and private abutting property from injury or loss and shall defend and save the LCLBA harmless from all such damages, injuries, and loss occurring because of their work.
- 10. Cancellation of this AGREEMENT by the CONTRACT HOLDER may be for (A) default by the CONTRACTOR, or (B) lack of further need for the service. **Default** is defined as *the failure of the CONTRACTOR to fulfill the obligations of this contract*, and in this case, cancellation may be immediate. In the event the LCLBA no longer needs the service specified in this contract due to circumstances outside the intent that this contract is being issued, such as program changes, changes in law, rules or regulations, relocation of offices, or lack of funding, the LCLBA may cancel this contract by giving the CONTRACTOR written notice of such cancellation ten (10) business days prior to the date of cancellation. In the event that the contract needs to be cancelled, the LCLBA would be liable for payments due up to the date of cancellation.
- 11. This contract is not assignable by the CONTRACTOR, either in whole or in part, without the prior written consent of the AUTHORITY.
- 12. The CONTRACTOR shall maintain such records and accounts, including property and personnel records, time sheets, travel vouchers, fringe benefit rates, and other necessary documentation to ensure a proper accounting of all contract funds. Such records shall be made available to the AUTHORITY upon request for audit purposes.
- 13. No member of the AUTHORITY or any individual employed by the AUTHORITY shall be permitted to share in this contract, or any benefit that arises from it.
- 14. The CONTRACTOR agrees to comply with all pertinent federal and state regulations and legislation involving civil rights, equal opportunity, and affirmative action including (but not limited to) Title VI of the Civil Rights Act of 1964, and Act No. 453, Michigan Public Acts of 1976.
- 15. This contract is to be considered a complete document between the LCLBA and the CONTRACTOR, and each warrants that there are no mutual oral agreements.

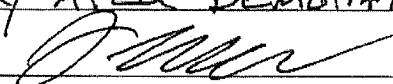
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.


CONTRACT HOLDER: Lapeer County Land Bank Authority (LCLBA)

BY 
NAME John Gallagher, III, Chairman, LCLBA

WITNESS 
NAME SARAH LAUTNER
(please print)

CONTRACTOR:

Bay Area Demolition
BY 
NAME Kustar Wade
(please type)

WITNESS 
NAME Chance Gallagher
(please print)

ADDRESS 18657 Honor Hwy.
Interlochen MI 49643

**STATE LAND BANK AUTHORITY
GRANT AGREEMENT
WITH
LEELANAU COUNTY LAND BANK AUTHORITY**

This Grant Agreement (“Contract”) is made between the State Land Bank Authority (the “SLBA”) and the Leelanau County Land Bank Authority (the “Grantee”). The SLBA and Grantee shall sometimes be referred to in this Contract individually as a “Party” or collectively as “Parties”.

Grantee: Leelanau County Land Bank Authority
8527 East Government Center Drive, Suite 104
Suttons Bay, Michigan 49682

I. PURPOSE AND PROJECT SCOPE.

- A. The purpose of this Contract is to provide funding in the amount of Seven Hundred Fifty-One Thousand Six Hundred Ten Dollars (\$751,610) in exchange for work to be performed for the project. The SLBA is authorized to provide grant assistance pursuant to PA 166 of 2022. This Contract is subject to the terms and conditions specified herein.
- B. This Contract and its exhibits constitute the entire Contract between the SLBA and the Grantee and may be modified only by written agreement between the SLBA and the Grantee.
- C. The scope of this project is limited to the activities specified in Grantee’s Application and summarized in Exhibit A, and such activities as are authorized by the SLBA under this Contract. Grantee’s Application, dated May 30, 2023, is hereby incorporated in whole by reference. Any change in project scope requires prior written approval in accordance with Section IV, Changes, of this Contract.
- D. By acceptance of this Contract, the Grantee commits to complete the project identified in Exhibit A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD.

Contract Start Date:	June 30, 2023
Reimbursement Submission Date:	no later than September 30, 2024
Contract End Date:	December 31, 2024

Upon signature by the SLBA, the Contract shall be effective from the Contract Start Date until the Contract End Date specified above. The SLBA shall have no responsibility to provide funding to the Grantee for project work performed except between the Contract Start Date and the Reimbursement Submission Date specified above. Unless otherwise agreed to in writing, expenditures made by the Grantee prior to the Contract Start Date or after the Reimbursement Submission Date of this Contract are not eligible for payment under this Contract.

III. **CONTACTS.**

SLBA Contact:

Adam Robach
 Post Office Box 30766
 Lansing, Michigan 48909
 (517) 335-8212
robacha2@michigan.gov

Grantee Contact:

John Gallagher
 8527 E. Government Center Drive, Suite 104
 Suttons Bay, Michigan 49682
 (231) 256-9838
jgallagher@leelanau.gov

IV. **CHANGES.** Any changes to this Contract shall be requested by the Grantee in writing and approved by the SLBA in writing. The SLBA reserves the right to deny requests for changes to the Contract or to the exhibits. No changes can be implemented without written approval by the SLBA.

V. **GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS.** The Grantee shall submit deliverables and follow reporting requirements specified in the Program-Specific Requirements section and in Exhibit A of this Contract. All deliverables in Exhibit A, unless otherwise stated in this Contract, shall be made to the SLBA at the address set forth in Section III, or electronically as SLBA may provide.

VI. **GRANTEE RESPONSIBILITIES.**

- A. The Grantee agrees to abide by all local, State, and federal laws, rules, ordinances, and regulations in the performance of this Contract.
- B. All local, State, and federal permits, if required, are the responsibility of the Grantee. Award of this Contract is not a guarantee of permit approval by the State.
- C. The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Contract.
- D. The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- E. The SLBA's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The SLBA's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or cause of action arising out of the performance of this Contract.
- F. The Grantee is responsible for having the appropriate site control as required by PA 166 of 2022 and the SLBA's RFP 2023-005.

- G. The SLBA is responsible for recording a lien in favor of the SLBA on privately-owned Eligible Property in the full amount of any Eligible Activities performed and reimbursed pursuant to this Contract. A release of lien may be provided conditioned upon demonstration of future development plans satisfactory to SLBA and the local unit of government.
- H. The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the SLBA for the purpose of obtaining this Contract or any payment under the Contract and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Contract.
- I. The Grantee is responsible for the completion of all proper due diligence with regard to identifying and addressing potential environmental concerns prior to start of work. Residential demolition sites must, at a minimum, have an Asbestos Containing Material and Hazardous Material Survey. Commercial, institutional and/or industrial demolition sites must have, at a minimum, Asbestos Containing Material and Hazardous Material Survey and a Phase I Environmental Site Assessment, conducted per ASTM E1527-21, with consideration of any findings to be incorporated into the demolition specifications. All reporting requirements and appropriate precautions must be followed in the event any hazardous materials, contamination or Underground Storage Tanks are encountered. Only activities specified in Grantee's submission package are eligible for reimbursement.
- J. Grantee shall conduct all required preliminary environmental studies prior to beginning the bidding process for abatement and demolition. Based on those studies and/or resulting bids, the Grantee's budget and sources of funding will be jointly reviewed by Grantee and the SLBA to determine if adequate financial resources are available. If it is determined that the project exceeds available financial resources, Grantee shall be reimbursed for the direct costs associated with the preliminary environmental studies and the parties will agree to cancel this contract for lack of adequate funding sources.

VII. USE OF MATERIAL. Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the SLBA funded all or a portion of its development.

The SLBA retains an irrevocable non-exclusive license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted or generated under this Contract whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the SLBA can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

VIII. ASSIGNABILITY. The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the SLBA. The SLBA does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

IX. SUBCONTRACTS. The SLBA reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the SLBA will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. All contractors, subcontractors, or others used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be licensed and qualified, as appropriate, to perform the duties required. Contractors must be procured through a competitive procurement process.

X. NON-DISCRIMINATION. The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State, and local fair employment practices and equal opportunity laws. Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, 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.

In addition, as provided in Executive Directive 2019-09, any contractor or subcontractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Grantee agrees to include in every contract or subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

XI. UNFAIR LABOR PRACTICES. The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XII. LIABILITY.

A. The Grantee, not the SLBA, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee. The SLBA shall not be liable for any claims, judgements or costs merely by providing grant funding.

B. All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the SLBA in the performance of this Contract is the responsibility of the SLBA and not the responsibility of the Grantee, if the liability is caused solely by any SLBA employee or agent.

- C. In the event that a liability or liabilities arise as a result of activities conducted jointly by the Grantee and the SLBA in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the SLBA in relation to each Party's responsibilities under these joint activities.
 - D. Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the SLBA, its agencies, or employees as provided by statute or court decisions.
- XIII. CONFLICT OF INTEREST.** No employee, officer, director, appointee or elected official of the Grantee's organization or governing body, or their families, shall benefit financially from any part of this Contract.
- XIV. ANTI-LOBBYING.** Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2): "Lobbying' means communicating directly with an official of the executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the SLBA. Further, the Grantee shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.
- XV. DEBARMENT AND SUSPENSION.** By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, elected officials or employees, and its contractor(s), subcontractor(s), and others:
- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, SLBA, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (B).
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
 - E. Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.

- XVI. AUDIT AND ACCESS TO RECORDS.** Pursuant to MCL 18.1470 the SLBA reserves the right to conduct a programmatic and financial audit of the project, and the SLBA may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the SLBA. The financial and accounting records associated with this Contract shall be made available to SLBA, its designee, and the auditor general, upon request, during the terms of this Contract and any extension of this Contract and for three years after the Contract End Date or final payment under the Contract, whichever is later. The Grantee will provide proper facilities for such access and inspection.
- XVII. INSURANCE.** The Grantee shall require all contractors and subcontractors providing activities or services to be reimbursed under this Contract to carry, and show proof of coverage, of business liability, automobile and workman's compensation insurance at levels consistent with Grantee's contracting policies and contracts.
- XVIII. OTHER SOURCES OF FUNDING.** The Grantee guarantees that any claims made to the SLBA under this Contract must not be financed by any source other than the SLBA under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the SLBA, the total amount representing such duplication of funding.
- XIX. COMPENSATION.**
- A. The SLBA will reimburse the Grantee a total amount not to exceed the amount specified in Section I of this Contract, and only for expenses incurred for this project. All other costs necessary to complete the project are the sole responsibility of the Grantee. Unless and until SLBA receives all required, requested and necessary documents from Grantee, it shall not be liable for any payments to Grantee.
 - B. Unless otherwise agreed to in writing, expenses incurred by the Grantee prior to the Contract Start Date or after the Reimbursement Submission Date of this Contract are not allowed under the Contract.
 - C. The SLBA will approve payment requests after approval of reports and related documentation as required under this Contract.
 - D. The SLBA reserves the right to request additional information necessary to substantiate payment requests.
 - E. Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).
 - F. Final payment will be withheld by the SLBA until the project is completed in accordance with Section XX, Closeout, and Exhibit A.

XX. CLOSEOUT.

- A. A determination of project completion, which may include a site inspection and an audit, shall be made by the SLBA after the Grantee has satisfactorily completed the activities and deliverables described in Exhibit A.
- B. Upon issuance of final payment from the SLBA, the Grantee releases the SLBA of all claims against the SLBA arising under this Contract. Unless otherwise provided in this Contract or by law, final payment under this Contract shall not constitute a waiver of the SLBA's claims against the Grantee.
- C. The Grantee shall immediately refund to the SLBA any payments in excess of the costs allowed by this Contract.

XXI. CANCELLATION. This Contract may be canceled by the SLBA, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the SLBA and Grantee. The SLBA reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXII. TERMINATION.

- A. This Contract may be terminated by the SLBA, for among other things, as follows:
 - a. Upon 30 days written notice to the Grantee:
 - i. if the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation (PA 166 of 2022) or other applicable law or rules;
 - ii. if the Grantee knowingly and willingly presents false information to the SLBA for the purpose of obtaining this Contract or any payment under this Contract;
 - iii. if the SLBA finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the SLBA in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract;
 - iv. during the 30-day written notice period, the SLBA shall also withhold payment for any findings under subparagraphs i-iii, above; or
 - v. if the Grantee or any contractor, subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs (LARA) or its successor.
 - b. Immediately and without further liability to the SLBA if the Grantee, or any agent of the Grantee, or any agent of any contractor or subcontractor is:
 - i. convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;

- ii. convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- iii. convicted under State or federal antitrust statutes;
- iv. convicted of any other criminal offense that, in the sole discretion of the SLBA, reflects on the Grantee's business integrity; or
- v. added to the federal or state Suspension and Debarment list.

B. If the Contract is terminated, the SLBA reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

XXIII. NOTIFICATION OF DELAYS. The Grantee shall inform the SLBA's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project. Any change to the Contract End Date must be approved by SLBA as set forth in Section IV.

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their organization, and that the Parties will fulfill the terms of this Contract, including the attached Exhibit A, and used only as set forth herein.

XXIV. PUBLICITY. Grantee shall cooperate with SLBA and coordinate with SLBA for all press releases and public events regarding the projects, including, but not limited to, being available for and attending press events for state and local representatives.

XXV. DISCLOSURE OF LITIGATION. Except as otherwise previously disclosed, Grantee shall disclose immediately any criminal litigation, investigations or proceedings, or any administrative investigations involving the Grantee or any of the Grantee's elected officials or employees after the submission of their proposal and during the contract period.

XXVI. REALLOCATION OR TERMINATION OF FUNDING. If the State of Michigan legislature or the State of Michigan government fails to provide or terminates the funding necessary for SLBA to fund this Contract, SLBA may terminate this Contract. Upon such termination of funding, SLBA shall have no further obligation to provide grant funds.

Program awards will be revoked and the funds reallocated if the Grantee fails to provide necessary information, fails to meet deadlines, fails to secure the necessary agreements and approvals within the established timeframes or otherwise fails to cooperate with state partners in a manner sufficient to all for the satisfactory completion of the project. Remaining funds may be reallocated as the SLBA otherwise sees fit consistent with PA 166 of 2022.

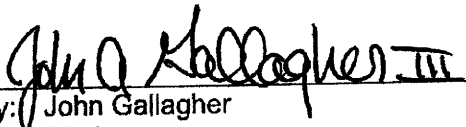
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The signatories below warrant that they are empowered to enter into this Contract.

GRANTEE ACCEPTANCE:

Leelanau County Land Bank Authority

Dated: 9/18/23


By: John Gallagher
Its: Chairman

SLBA ACCEPTANCE:

State Land Bank Authority

Dated: OCTOBER 17, 2023

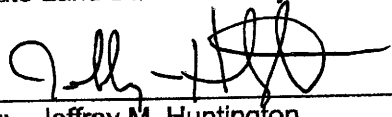

By: Jeffrey M. Huntington
Its: Authorized Officer

EXHIBIT A

PROJECT SCOPE AND REQUIREMENTS

- I. **PROJECT LOCATION.** The Grantee agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the blight elimination activities of the property listed below:

Parcel Number: 042-200-026-00
 Commonly known as: 201 High Street, Northport, Michigan

- II. **PROJECT REQUIREMENTS AND SCOPE.** The Grantee shall complete blight elimination activities at the property identified in Section I of this Exhibit A by the Reimbursement Submission Date:

- A. The Grantee shall carry out the blight elimination activities in accordance with the requirements set forth in this project scope.
- B. The Grantee shall coordinate blight elimination activities, ensuring that all approvals and permits are in place prior to the start of work.
- C. The Grantee shall ensure compliance with all requirements related to lead-based paint, asbestos and other hazardous materials and notify the appropriate state or local agencies or Michigan Department of Environment, Great Lakes, and Energy (EGLE) if required by law. Further details and requirements are located on the following websites:
 - <https://www.michigan.gov/leo/bureaus-agencies/miosha/divisions/construction-safety-and-health-division/asbestos-program>
 - <https://www.michigan.gov/egle/about/organization/air-quality>
 - <https://www.michigan.gov/egle/about/organization/air-quality/asbestos>
 - https://www.hud.gov/program_offices/healthy_homes/healthyhomes/lead
 - <http://www.epa.gov/asbestos>
- D. Demolition activities include demolition of vacant residential, commercial, or industrial structures, including reasonable and necessary costs directly related to demolition, including, but not limited to, title work, due care demolition plans, acquisition, utility disconnect fees, permit fees, abatement of hazardous materials, air monitoring at demolition sites, the replacement of damaged sidewalk or recurbing at the street, and seeding. All work is to be completed in compliance with all local and state laws and regulations.
- E. Clearance of sites includes removal and disposal of all materials and debris offsite in compliance with federal, state or local requirements; providing for erosion control; and other incidentals necessary to satisfactorily complete the structure removal. All debris shall go to a licensed Type I or Type II landfill. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.

F. The Grantee is responsible for:

- a. Providing qualified personnel, equipment, materials and other resources necessary to perform activities in order to complete blight elimination activities of the property identified in Section I of this Exhibit A by the Reimbursement Submission Date.
- b. Ensuring adequate quality control.
- c. Maintaining documents and records related to all the activities carried out under the Contract. The Grantee shall maintain current, accurate and complete records according to and in compliance with all applicable federal, state and local requirements and Section XVI of the Contract.
- d. Identifying a Project Manager or designated representative who will serve as the Grantee's contact person and who has final authority for the Grantee on all matters relating to the Contract.
- e. Coordinating with SLBA on matters relating to the project requirements, including completion, or any items that require immediate attention or that impact on the results or quality of the work to be performed.
- f. Accuracy of the work performed. Grantee is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Grantee without additional funding. Acceptance of the work by SLBA will not relieve the Grantee of the responsibility for subsequent correction of any such errors and omissions.
- g. Reporting the status of the project to SLBA in accordance with the reporting requirements established by SLBA for the Grantee's project. The reports will require, but not be limited to, the following information:
 - i. Site Control
 - ii. Photos Demonstrating the Level of Blight at the Project Location
 - iii. For Demolition Activities:
 1. Gas, Electric, and Water Wrecking Clearances
 2. Procurement Documents – (e.g. RFP, Contracts, Bid Tabulations)
 3. Asbestos and Hazardous Material Survey/Report
 4. Phase I and Phase II Assessments (if conducted)
 5. NESHAP 10-Day Notice – Abatement
 6. Abatement Clearance
 7. Signed Abatement Waste Manifests
 8. NESHAP 10-Day Notice – Demolition
 9. Proper State of Michigan Certified Licensure from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
 10. Applicable Permit(s) for Eligible Activities at the Project Location
 11. Open Hole Inspection and Picture

12. Grantee-Approved Invoices from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
13. Approved/Closed Applicable Permit(s)
- iv. Lien Waivers from all Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
- v. Post Activity Photos at the Project Location
- vi. Signed Remediation and/or Demolition Waste/Recycling Manifests

III. PROJECT REIMBURSEMENT AND COMPLETION. The SLBA will approve payment(s) upon satisfactory completion of the blight elimination and all associated activities.

Approval for payment of funds will be made by SLBA based on satisfactory submission of a Request for Payment Form and supporting documentation. The format for the Request for Payment Form is included as Exhibit B.

Final payment will not be made until Grantee provides a satisfactory Request for Payment Form found in Exhibit B, and copies of all supporting documentation. Documentation requirements will be based on scope and activities that fall under this funding.

EXHIBIT B

REQUEST FOR PAYMENT FORM

**BLIGHT ELIMINATION PROGRAM
RFP 2023-005
REQUEST FOR PAYMENT FORM**

Grantee: _____

Site Address(es): _____

By submitting this request, I certify that the information provided is truthful and accurate. I further request the SLBA to review and, if complete, approve for payment. If any information is missing or inaccurate, I will correct and resubmit that information.

Submitted by: _____
(Print Name)

Title: _____
(Print Title)

Signature: _____

Date Submitted: _____

Grant Amount: \$ _____

Payment Requested: \$ _____

SIGMA Vendor Number: _____
(vendor number usually starts with "CV" or "VSS")

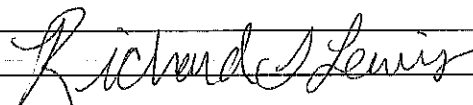
Address Code: _____

Documents Attached:

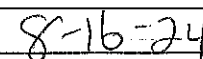
EXECUTIVE DOCUMENT SUMMARY

Department: <u>Leland Dam Authority</u> <input checked="" type="checkbox"/> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>(231) 256-9711</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td><input type="checkbox"/> Select Meeting Type:</td> <td><u>Regular Session</u> <input checked="" type="checkbox"/></td> </tr> <tr> <td>Date of Meeting:</td> <td><u>08/20/2024</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type:	<u>Regular Session</u> <input checked="" type="checkbox"/>	Date of Meeting:	<u>08/20/2024</u>
Submittal Dates							
<input type="checkbox"/> Select Meeting Type:	<u>Regular Session</u> <input checked="" type="checkbox"/>						
Date of Meeting:	<u>08/20/2024</u>						
Financial/Source Selection Method							
<input type="checkbox"/> Select One: <u>Bid/RFP</u> <input checked="" type="checkbox"/> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <u>Leland Dam Walkway</u> <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ Description: Select One						
Budgeted Amount: <u>\$ 66,600.00</u> Contracted Amount: <u>\$ 0.00</u>							
Document Description							
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization							
<p>The BOC authorized proceeding in the preparation of a Request for Proposal (RFP) for the replaced the Leland Dam Walkwalk and Machin Enginnering is the firm approved by the County to prepared the RFP. It was requested in preparation of the Project RFP to provide options of material for our consideration.</p> <p>Please find attached the estimated cost for three design options utilizing two wood materials. Options #1 and #2 uses lpe wood and Option #3 uses treated wood. As you read in the Machin Engineering cover memo, lpe wood is a more durable, less maintenance and longer-lasting product (30-40 years), but more expensive.</p> <p>The Leland Dam Authority will be meeting on August 20th at 12:00 to review the options and provide a recommendation to the BOC for its consideration. The recommendation will be forthcoming prior to the Regular Session . If Option #1 or #2 are recommended by the Authority then it will be up to the BOC if they wish to proceed with the RFP as recommended or proceed with Option #3.</p> <p>We recognize this is coming to you fairly quickly, but with your input at the Regualr Meeting, we hopefully will be able to still have this project completed this fall.</p>							
<p>Suggested Recommendation:</p> <p>move to approve the Leland Dam Walkway Project Request for Proposals utilizing Option # _____ as outlined in the Machin Enginnering memo of August 8, 2024 Leland Dam Pedestrian Cost Estimates.</p>							

Department Approval: _____



Date: _____





August 8, 2024

Mr. Richard Lewis / Interim County Administrator
Leelanau County
8527 E Government Center Dr
Suttons Bay, MI 49682

Re: Leland Dam Pedestrian Bridge Cost Estimates
ME Project No: 24132

Dear Richard:

Enclosed with this letter are three Opinions of Probable Construction Costs: 1) Decorative Option 1 with accompanying rendering, 2) Classic Option 2 with accompanying rendering, and 3) Standard Option 3 without a rendering accompanying it. The third option replaces the current with new treated wood decking and railing to match the current.


Option 1 and 2 both include Ipe wood. Ipe is a South American hardwood that has excellent resistance to the exposure of exterior elements of sun and moisture, etc. The galvanized portions of the railing additionally provide the longevity and resistance to decay that I believe is important for the Board to consider when considering a return on investment and design life. Option 1 railing and decking closely matches that built with the south trail loop of the Boardman Lake trail in Traverse City if anyone is interested in visiting. Option 2 is a slightly less expensive alternative while still employing Ipe wood and galvanized metal offering a similar design life. Option 3 is the traditional treated lumber and will offer a similar design life (less than Options 1 and 2) as the current construction.

To complete our work, the Authority Board is to provide a selection of a single option for us to create the construction plans and have ready for bidding by the County.

Please use these estimates for review by the Board. Any questions, please let me know.

Sincerely,

MACHIN ENGINEERING, INC.

x 

Patrick J. Machin, P.E.
Principal

Attachment: SK1-SK2 with OPCC 1-3 (5 pages)



Machin Engineering, Inc.
 1235 E Front Street, Ste A
 Traverse City, MI 49686
 ph 855.935-1530
 www.machinengineering.net

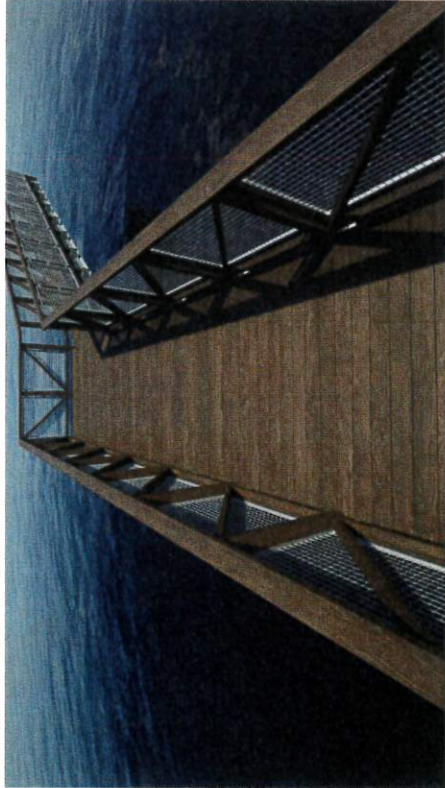
OPINION OF PROBABLE CONSTRUCTION COST
Leelanau County - Leland Dam Authority
Leland Dam Pedestrian Bridge
Decorative Option #1
August 7, 2024

Item No.	Item Description	Unit	Qty.	Unit Cost	Cost
1	Demolition & Disposal	LS	1	\$18,000.00	\$18,000.00
2	Decking, Ipe	SF	380	100.00	38,000.00
3	Railing, Ipe	LF	134	260.00	34,840.00
4	Rail Post, Ipe	EA	37	300.00	11,100.00
SUBTOTAL:					\$101,940.00
20% CONTINGENCIES:					\$20,400.00
ENGINEERING DESIGN, BIDDING, & CONSTRUCTION ADMINISTRATION:					\$13,700.00
TOTAL ESTIMATED PROJECT COST:					\$136,040.00

- This cost estimate is approximate. Actual construction bids may vary significantly from this statement of probable costs due to timing of construction, changed conditions, labor rate changes, or other factors beyond the control of Machin Engineering, Inc.

Option 1: Decorative Concept

Galvanized expanded metal screen with 1"x1" opening, ipe wood top rail, ipe bottom rail, ipe decking.





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 1235 E Front Street, Ste A
 Traverse City, MI 49686
 ph 855.935-1530
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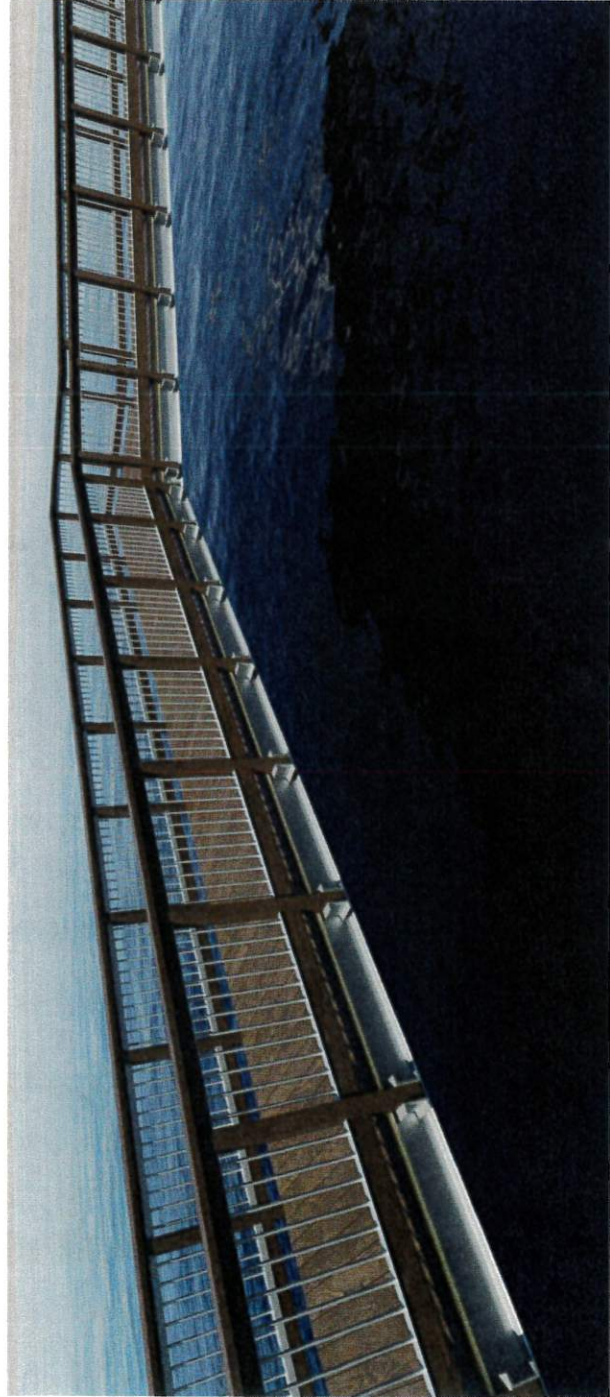
OPINION OF PROBABLE CONSTRUCTION COST
Leelanau County - Leland Dam Authority
Leland Dam Pedestrian Bridge
Classic Option #2
August 7, 2024

Item No.	Item Description	Unit	Qty.	Unit Cost	Cost
1	Demolition & Disposal	LS	1	\$18,000.00	\$18,000.00
2	Decking, Ipe	SF	380	100.00	38,000.00
3	Railing, Ipe	LF	134	200.00	26,800.00
4	Rail Post, Ipe	EA	37	300.00	11,100.00
SUBTOTAL:					\$93,900.00
20% CONTINGENCIES:					\$18,800.00
ENGINEERING DESIGN, BIDDING, & CONSTRUCTION ADMINISTRATION:					\$13,700.00
TOTAL ESTIMATED PROJECT COST:					\$126,400.00

- This cost estimate is approximate. Actual construction bids may vary significantly from this statement of probable costs due to timing of construction, changed conditions, labor rate changes, or other factors beyond the control of Machin Engineering, Inc.

Option 2: Classic Concept

Galvanized metal vertical balusters (3/4" dia), ipe wood top rail, ipe bottom rail, ipe decking





Machin Engineering, Inc.
 1235 E Front Street, Ste A
 Traverse City, MI 49686
 ph 855.935-1530
 www.machinengineeing.net

OPINION OF PROBABLE CONSTRUCTION COST
Leelanau County - Leland Dam Authority
Leland Dam Pedestrian Bridge
Standard Option #3
August 7, 2024

Item No.	Item Description	Unit	Qty.	Unit Cost	Cost
1	Demolition & Disposal	LS	1	\$18,000.00	\$18,000.00
2	Decking, Treated Wood	SF	380	70.00	26,600.00
3	Railing, Treated Wood	LF	134	40.00	5,360.00
4	Rail Post, Treated Wood	EA	37	75.00	2,775.00
SUBTOTAL:					\$52,735.00
20% CONTINGENCIES:					\$10,500.00
ENGINEERING DESIGN, BIDDING, & CONSTRUCTION ADMINISTRATION:					\$13,700.00
TOTAL ESTIMATED PROJECT COST:					\$76,935.00

- This cost estimate is approximate. Actual construction bids may vary significantly from this statement of probable costs due to timing of construction, changed conditions, labor rate changes, or other factors beyond the control of Machin Engineering, Inc.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> <input type="checkbox"/> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>(231) 256-9711</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td><input type="checkbox"/> Select Meeting Type:</td> <td><u>Regular Session</u> <input type="checkbox"/></td> </tr> <tr> <td>Date of Meeting:</td> <td><u>08/20/2024</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type:	<u>Regular Session</u> <input type="checkbox"/>	Date of Meeting:	<u>08/20/2024</u>
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Date of Meeting:	<u>08/20/2024</u>						
Financial/Source Selection Method							
<input checked="" type="checkbox"/> Select One: <u>State Contract</u> <input type="checkbox"/> <input type="checkbox"/> Other: <u>Human Resource Position Change</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ Description: Select One						
Budgeted Amount: _____ \$ <u>0.00</u> Contracted Amount: _____ \$ <u>0.00</u>							

Document Description

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

Please consider changing the Job Title of the Human Resources position from Human Resources Director to Human Resources Manager. It is felt the change will better define the job description with the position title.

Suggested Recommendation:

move to approve the Job Title of the Human Resources position from Human Resources Director to Human Resources Manager; with all other aspects of the job description to remain the same.

Department Approval: Richard I Lewis Date: 8-16-24