

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, September 13, 2022, at 9:00 a.m., in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan
(Please silence any unnecessary cellular/electronic devices)

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

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

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

AMENDED TENTATIVE AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE/PRIVATE PRAYER

ROLL CALL

APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS

PUBLIC COMMENT

COMMISSIONER COMMENTS

COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:

PAGE #

- Administrator Update
- County Clerk Election Presentation
- Early Childhood Program Update 2

ACTION ITEMS

1. Indigenous Peoples Day Resolution – Saturday, October 1, 2022. 3
2. LCSAPC – LIFT Agreement Renewal. 4-13
3. Sheriff’s Office – 14-19
 - a. Law Enforcement Services Renewal Agreement with Suttons Bay Village.
 - b. Animal Control Services Renewal Agreement with the Grand Traverse Band of Ottawa and Chippewa Indians. 20-23**
4. Finance Audit Committee Recap – 24-70
 - a. Wage Study Proposals.
 - b. Mid-Year Wage Adjustment.
5. Brownfield Redevelopment Authority – Environmental Protection Agency (EPA), Cooperative Grant Agreement.
6. Equalization – Approval of 2022 L-4029 Tax Rate Request. 71-73
7. Information Technology – VM Server/Software Purchase and Installation, SafetyNet. 74-81
8. Leland Dam Authority/Board of Public Works – 82
 - a. Dam Appraisal.
 - b. Membership.
9. Parks and Recreation Recommendation on Myles Kimmerly Park, Potential Property Sale. 83-104
10. Retired Equipment Auction Update.
11. Administration – 105-106
 - a. Sheriff’s Office Boat Auction Update.
 - b. Cleaning Services Proposal.
 - c. HVAC Services Proposal. 107-114
 - d. Community Mental Health Partnership Update.
 - e. Administrator Search Update.
 - f. Opioid Settlement Update.**
 - g. Labor Negotiations Update *(Recommended Closed Session)*.

REVIEW OF FINANCIALS

SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES

PUBLIC COMMENT

COMMISSIONER COMMENTS

APPROVAL OF FINANCIALS

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

ADJOURNMENT



**PARENTING COMMUNITIES
PROGRAM UPDATE
Jan-August 2022**

Funded by the Leelanau Early Childhood Millage



Total Parenting Communities Enrollment

To be provided at a later date due to technical difficulties with the reporting system.

Playgroups

99 Playgroups (Northport, Suttons Bay, Greilickville, Leland, Maple City, Mom Power)

85 Families, 114 Children

Parent Café

4 events

6 families, 8 kids

Virtual Events

2 events

8 families

Home Visits

280 Home Visits

57 families

61 children



Breastfeeding Support Visits

18 visits

Assessments

24 parents (Generalized Anxiety Disorder; Protective Factors Survey, Parental Stress Survey, Patient Health Questionnaire)

14+ Developmental Assessments

Mom Power/Fraternity of Fathers

6 Fathers, 5 Mothers

Other Events

Resource Street Fair: 170 attendees

Miriam Pico Interactive Music Event: 52 adults, 65 children

Budget

Anticipated expenditures through December 2022: \$530,000-\$550,000

Anticipated budget, FY 2023: \$730,000

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



Chet Janik, County Administrator

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

Leelanau County Resolution #2022-____
A Resolution to Recognize the First Day of October as Indigenous Peoples Day

WHEREAS, the County of Leelanau is situated on a peninsula of unique and unparalleled beauty, which provides a bounty to its residents through fertile land and access to Lake Michigan and the Grand Traverse Bay; and

WHEREAS, the County of Leelanau would not exist nor its residents enjoy its beauty and bounty but for the annexation of its lands from the homelands of the Anishinabek people, who lived here since time immemorial and to the present day; and

WHEREAS, the County of Leelanau understands that the historical relationship that brought it into being, now wishes to recognize with gratitude the roots, history, and contributions of the Anishinabek people towards its existence; and

WHEREAS, an international movement began in 1977 to initiate an Indigenous Peoples Day by a delegation of native nations to the United States; and

WHEREAS, in 1990, representatives from 120 Indigenous Nations at the First Continental Conference on 500 Years of Indian Resistance unanimously passed a resolution to use Columbus Day as an opportunity to educate the public about Indian cultures that pre-existed European contact and still exists and thrives today; and

WHEREAS, since 1990, numerous municipalities throughout the United States have incorporated the principles of the First Continental Conference by voting to institute an Indigenous Peoples Day and to use the day to honor the culture, heritage, and contributions of their native citizens and neighbors; and

WHEREAS, in 1990, Congress passed a joint resolution requesting the President designate November as National American Indian Heritage Month by a proclamation of the President of the United States; and

WHEREAS, Leelanau County wishes to extend recognition to, and appreciation of, its Anishinabek citizens and neighbors, and their shared history;

NOW, THEREFORE, BE IT RESOLVED, that Leelanau County shall forthwith recognize the First Day of October as INDIGENOUS PEOPLES DAY; and,

FURTHER, BE IT RESOLVED, that INDIGENOUS PEOPLES DAY shall be used to reflect the ongoing challenges posed to indigenous people of this land, and to celebrate their continued existence and culture; and to honor and appreciate their commitment to protecting and preserving the earth, her resources, and all living beings.

Ty Wessell, Chairman, District #4

Melinda C. Lautner, Vice-Chairman, District #7

Rick Robbins, District #1 Commissioner

Debra Rushton, District #2 Commissioner

Lois Bahle, District #3 Commissioner

Patricia Soutas-Little, District #5 Commissioner

Gwenne Allgaier, District #6 Commissioner

Chet Janik, Administrator

State of Michigan
 County of Leelanau

I, Michelle Crocker, Clerk of said County and Clerk of Circuit Court for said County, the same being a Court of record having a seal, do hereby certify that the above is a true copy of the Record now remaining in my office of the whole thereof. In testimony whereof, I have hereto set my hand and affixed the seal of the Circuit Court the 21st day of September, 2022.

Michelle L. Crocker, Leelanau County Clerk
 Clerk to the County Board of Commissioners

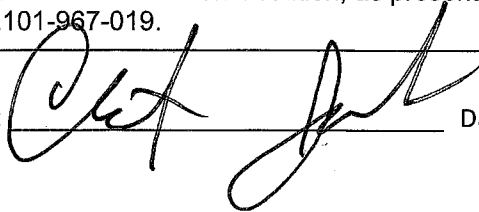
EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Chet Janik</u> Telephone No.: <u>231-256-8100</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 09/13/2022
Source Selection Method <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>101.967.019</u>	VENDOR: <u>Leelanau Investing For Teens</u> Address/ Attn: Rebekah TenBrink, Director PO Box 527 Phone: <u>Suttons Bay, MI 49682</u>

Budgeted Amount: <u>\$ 30,000.00</u>	Contracted Amount: <u>\$1,000/mo.</u>
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Document Description	
<input checked="" type="checkbox"/> Professional Service	<input type="checkbox"/> Other _____

<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<p>The Leelanau County Substance Abuse Prevention Coalition continues to make progress with its efforts in substance abuse prevention and education; a draft renewal agreement is attached.</p>
<p>Suggested Recommendation: I move to recommend that the Board of Commissioners waive its policy on bid requirements and renew an agreement between Leelanau County and Leelanau Investing For Teens for consultant services on behalf of the Leelanau County Substance Abuse Prevention Coalition, as presented; funds to come from #101.100.101-967-019.</p>	

Department Head Approval:  Date: 09/07/2022

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of September, 2022, 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 **Leelanau Investing For Teens, f/k/a/ LIFT**, whose address is PO Box 527, Suttons Bay, MI 49682 (hereinafter referred to as the "Consultant").

RECITALS:

WHEREAS, the County has sought the services of qualified consultants to provide assistance in the development of a substance abuse prevention coalition and countywide substance abuse prevention plan, develop an opiate task force and a countywide Call to Action Plan, assist with initial implementation of both plans, and develop a plan for funding and sustainability, including the application for a Federal Drug Free Grant; and

WHEREAS, the Consultant is knowledgeable and experienced with the type of services required by the County,

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

1. **Services to be performed by the Consultant.** The Consultant shall provide the County's officials and staff with the assistance they require for the following:
 - A. Coordinates the development of a Leelanau County Substance Abuse Prevention Coalition and a countywide Substance Abuse Prevention Plan;
 - B. Continues with the development of an Opiate Task Force and a countywide Call to Action Plan;
 - C. Assist with the initial implementation of both the Substance Abuse Prevention Plan and the Call to Action Plan; and
 - D. Continues with the development of a plan for funding and sustainability including, but not limited to, an application for a Federal Drug Free Grant.
 - E. Any duties as outlined in Exhibit A, Statement of Work.

It is anticipated that the Consultant shall spend approximately 200-250 hours over a twelve (12) month period, beginning November 1, 2022, in fulfilling his obligations under this Agreement. The particular amount of time may vary from week to week and month to month, depending upon development activities on the Coalition, Task Force, Plans, and grant applications. It is understood that the Consultant shall devote not less than 24 days over the term of this Agreement to fulfill all his duties under this Agreement.

2. **Place Where Services shall be performed.** The Consultant shall perform services required by this Agreement at location(s) of the Consultant's choosing. The County shall provide the necessary workspace within Leelanau County for in-person meetings as is mutually agreed upon by the County and the Consultant.
3. **Compensation.** It is expressly understood and agreed that the total sum to be paid by the County to the Consultant under this Agreement shall not exceed \$1,000.00 Dollars per month. This sum includes all labor, travel and printing expenses.

4. **Billing and Method of Payment.** Over the term of this Agreement, the Consultant shall submit to the County **invoices** every two months. All invoices shall be submitted to the Leelanau County Administrator's Office at 8527 Government Center Drive, Suite 101, Suttons Bay, MI 49682. All invoices received by the County shall be processed and paid in accordance with the County's procedures for processing and payment of Accounts Payable. It is expressly understood and agreed that the County shall not process and pay the fourth and final invoice until all services and products required by this Agreement have been completed to the County's satisfaction.
5. **Title to Records and Documents Pertaining to Activities Performed Under this Agreement.** The County shall have the sole and exclusive right, title and ownership to any and all records, documents, papers, reports, charts, maps, graphics or manuscripts prepared for or pertaining specifically to the services to be performed under this Agreement. Upon completion or termination of this Agreement, all such materials shall be turned over to the County by the Consultant. The Consultant may retain reproducible copies of all such materials, but may not obtain any copyright, title or interest therein.
6. **Findings Confidential.** No reports, information, documents, or any other materials given to or prepared by Consultant under this Agreement which County requests in writing to be kept confidential, shall be made available to any individual or organization by Consultant without the prior written approval of County. However, Consultant shall be free to disclose such data as is publicly available.
7. **Compliance with the Law.** The Consultant shall provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.
8. **Nondiscrimination.** The Consultant, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status or political affiliation.

The Consultant shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations and policies prohibiting discrimination. Breach of this section shall be regarded as a material breach of this Agreement.

9. **Independent Contractor.** It is expressly understood and agreed that the Consultant is an independent contractor. The Consultant shall in no way be deemed to be and shall not hold herself out as an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, or paid sick or vacation leave.

Indemnification and Hold Harmless. The Consultant shall, at his own expense, protect, defend, indemnify, save and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that the County and its elected and appointed officers, employees, and agents may incur as a result of any breach of this Agreement, violation of Federal or State laws and/or rules or regulations, or negligent acts or omissions of the Consultant that may arise out of this Agreement.

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

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

11. Notices. Any notice required to be given pursuant to the terms and conditions set forth in this Agreement shall be in writing and shall be sent by first class mail to the County at:

Chet Janik, Administrator
Leelanau County
8527 E. Government Center Dr.,
Suite 101
Suttons Bay, MI 49682

and to the Consultant:
Leelanau Investing In Teens
Rebekah TenBrink, Director
PO Box 527
Suttons Bay, MI 49682

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

In no event shall the making by the County of any payment due to the Consultant constitute or be construed as a waiver by County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

13. Amendment or Modification. All modifications, amendments or waivers of any provision of this Agreement or the services to be performed hereunder, shall be made only by the written mutual consent of the parties hereto.

14. Assignment or Subcontracting. The Consultant shall not assign, subcontract or otherwise transfer his duties and/or obligations under this Agreement, without the prior written consent of the County.

15. Applicable Law and Venue. This Agreement shall in all respects be governed by and construed according to the laws of the State of Michigan.

The County and the Consultant acknowledge and agree that in the event any legal or equitable action arises out of or is in any way related to or regarding this Agreement such action shall be in a Michigan Court whose jurisdiction and venue is established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in or moved to a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

16. Purpose of Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

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

18. Agreement Period and Termination. This Agreement shall commence on the 1st day of November, 2022. The Consultant, unless this Agreement is prematurely terminated as authorized herein, shall complete all required services by no later than the 31st day of October, 2022. This contract may be extended for an additional six months if mutually agreed upon by both parties.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon fourteen (14) calendar days prior written notice to the Consultant. In the event of termination, all finished and unfinished data, studies, reports and other items prepared by Consultant shall become the property of the County and Consultant shall promptly deliver such items to the County. If terminated without cause, the Consultant shall be compensated as set forth in Sections 3 and 4 for all work completed as of the effective date of termination. Termination of this Agreement shall not be construed as a waiver by the County of any other rights or remedies it may have in law and/or equity.

19. Survival Clause. All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including, but not limited to the title to records and documents, confidentiality and indemnification provisions, shall extend beyond and survive the end of the term or termination of this Agreement.

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

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

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS CONSULTANT SERVICES AGREEMENT IN THE SPACES PROVIDED BELOW.

COUNTY OF LEELANAU

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

CONSULTANT

By: _____ Date _____
Rebekah TenBrink, Director
Leelanau Investing For Teens (LIFT)

EXHIBIT B

Leelanau County Substance Abuse Prevention Coalition Coordinator Proposal & Statement of Work

Prepared by Rebekah TenBrink
September 7th, 2022

Project Background and Description Statement:

A Leelanau County initiative to prevent, equip, and inform community members regarding alcohol, opioid and other substance use. Gathering monthly to discuss prevention strategies, implementation and public campaigns.

Task List:

- **Coordinate monthly meetings**
 - Laurel Evans will send out the meeting invitations/minutes
 - Recruit speakers for meetings
 - Inform coalition members of local initiatives as needed
 - Set goals and plan for each quarter, including a strategic plan for 1 year to 5 years
- **Host Community Events**
 - Public informative events throughout the Leelanau County region (2 per quarter)
 - Keen focus on youth and family initiatives and events (1 per semester per school)
 - Attend other local prevention initiatives to promote LCSAPC
- **Attend additional local prevention groups once a month**
- **Network recruit new members**
- **Present prevention data and statistics (as needed)**

EXHIBIT B

**LEELANAU COUNTY
BOARD POLICY**

GENERAL SUBJECT: Administration/General
(County Administrator)

Policy No. **13**

SPECIFIC SUBJECT: Insurance Requirements Policy
Adopted: 04/17/1990
Revised: 02/15/1994
Revised: 05/21/2013
Revised: 12/19/2017

APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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

The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.

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

projects] The Contractor shall procure and maintain during the life of the contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Leelanau County shall be "Named Insured" on said coverage. Thirty (30) day Notice of Cancellation shall apply to this policy.

10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, A "Certificate of Liability Insurance," on Accord Form #25, with the necessary coverages included, as listed below:
 - a. Certificate of Insurance for Workers' Compensation Insurance;
 - b. Certificate of Insurance for Commercial General Liability Insurance;
 - c. Certificate of Insurance for Vehicle Liability Insurance;
 - d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
 - e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
 - f. If so requested, Certified Copies of all policies mentioned above will be furnished.

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

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

EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff's Office Contact Person: Undersheriff J. Kiessel Telephone No.: 231-256-8602	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 09/13/2022
Source Selection Method <input type="checkbox"/> Negotiated <input type="checkbox"/> Other: n/a Account Number (Funds to come from):	VENDOR: Address/ Phone:

Budgeted Amount: \$ 0.00 Contracted Amount: \$ 92,156.00

Document Description	
<input type="checkbox"/> Professional Service	<input type="checkbox"/> Other Contract

Request to Waive Board Policy on Bid Requirements

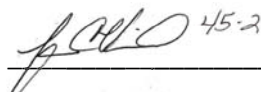
The Sheriff's Office requests permission to enter into another contract to supply the Village of Suttons Bay with one full-time Deputy for the years 2023-2025. There are no changes from the 2022 contract and the document has been reviewed by Corporate Counsel. The Village will be funding this position as they have in the past.

Suggested

Recommendation:

I move to recommend that the Leelanau County Board of Commissioners allow the Leelanau County Sheriff's Office to enter into a 3-year agreement with the Village of Suttons Bay to supply one full-time Deputy for calendar years 2023-2025 and further authorize the Board Chairman and the Sheriff to sign and execute the agreement.

Department Head Approval: _____

 45-2

Date: 08/18/2022

AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES (“Agreement”) is entered into this 1st day of January 2023, by and between the **COUNTY OF LEELANAU**, a municipal corporation with offices located at 8527 E. Government Center Drive, Suttons Bay, MI 49682 (“County”), the **LEELANAU COUNTY SHERIFF’S OFFICE** (“Sheriff”), and the **VILLAGE OF SUTTONS BAY**, a municipal corporation with offices located at 321 St. Joseph Street, Suttons Bay, MI 49682 (“Village”).

W I T N E S S E T H:

WHEREAS, the Village desires to secure certain law enforcement services from the Sheriff; and

WHEREAS, the County and the Sheriff agree that the Sheriff shall provide the Village with those law enforcement services as outlined below and as permitted by law.

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

1. Services to be Provided by the Sheriff. The Sheriff shall provide the Village with general law enforcement services including, but not limited to, the enforcement of the Village’s ordinances. These law enforcement services shall be performed in accordance with the following schedule:

- A. Forty (40) hours per week coverage with the preferred schedule of an eight (8) hour shift, five (5) days per week.
- B. The schedule may be modified as needed by assigned Deputy Sheriff(s) after consultation with Sheriff Command structure and the Village. Such modifications will not violate any union contracts or hours of coverage provided in this Agreement.
- C. In the event the Deputy Sheriff(s) assigned to the Village is reassigned by the Sheriff to work detail outside the Village for non-emergency issues, and have not been replaced by another Deputy Sheriff, the Village shall be credited with compensatory time, which shall be used as mutually agreed upon by the Sheriff and the Village. The Village will be notified of all reassignments and the number of hours taken from the Village.
- D. Personnel changes that would result in an increase in cost above the agreed upon yearly amount will be considered a modification and subject to Section #17 below.

2. Cooperation and Enforcement of Village Ordinances. The Sheriff shall cooperate with Village officials in the enforcement of Village ordinances. The Village shall be responsible for the prosecution and the legal costs required in these matters and shall provide the necessary prosecutorial support to adjudicate such cases.

3. Equipment to be Provided by the County. The County shall provide a motor vehicle to be used for police protection and patrol and any and all uniforms, weapons, insignia, and general police equipment, to include an agency issued cellular phone to be used by any Deputy Sheriff(s) assigned to duty in the Village. The Village shall pay the County the following:

- A. The IRS Standard Mileage Rate for business miles (currently \$.61.5 per mile driven) and the cost for routine maintenance and repair of the motor vehicle(s) while assigned to duty in the Village.
- B. The County agrees to have a GPS unit, supplied and installed by the Village, on the vehicle assigned to the Village for the purpose of logging the number of miles driven for Village business. The GPS “net” or “zone” shall include the Sheriff’s Office location and route to and from there and the Village. No cost of this GPS unit, or the monitoring of, will be incurred by the County.
- C. The sum due the County for costs provided for herein shall be paid within thirty (30) days of the date of invoice. All payments shall be made payable to the COUNTY OF LEELANAU and submitted to the Leelanau County Administrator’s Office.

4. Office and Garage Space. The Village may provide and maintain office and garage space to be utilized by the Deputy Sheriff(s) assigned to the Village.

5. Telephones. If the County and the Village mutually agree, the Village shall maintain telephone service to be utilized by the Deputy Sheriff(s) assigned to the Village. The Village shall provide monthly logs, with the cost of the telephone service to the County for credit towards the sum to be paid to the County under this Agreement.

6. Insurance. The County shall provide insurance for the motor vehicle(s) used in the performance of the services described in the Section 1 of this Agreement, as well as general liability and workers’ compensation insurance coverage for any Deputy Sheriff(s) assigned to duty in the Village. “Insurance”, insofar as vehicles and the Deputy Sheriff(s) are concerned, means the coverage provided by the County as of January 1, 2023. If the terms of the County’s insurance coverage are modified, or if coverage is discontinued for any reason, the County shall notify the Village immediately. Prior to January 1, 2023, the County shall supply to the Village a certificate of insurance evidencing the coverage provided for in this Section 6. The Village shall thereafter be entitled to receive evidence of current coverage upon reasonable request. The parties acknowledge and agree that the County’s maintenance of the insurance coverages provided for in this Section 6, at all times while the Sheriff is providing services as set forth herein, is a material term and condition of this Agreement.

7. Compensation. It is expressly understood and agreed that the Village shall pay the County for the services which it receives from the Deputy Sheriff(s) under this Agreement as follows:

- A. A sum not to exceed \$92,156.00 for the period covering January 1, 2023, through December 31, 2023.
- B. Projected costs for 2024 and 2025 will be provided to the Village by the County no later than July 1st of the preceding year.

The Village shall also pay the County the amount of any increase in health insurance costs, in excess of the estimated health insurance costs used to calculate the above compensation, for the Deputy Sheriff(s).

The sum due the County during each year covered by this Agreement shall be paid in quarterly installments, due at the end of each quarter, with payments to be made by no later than the 15th day of the month following the end of a quarter. All payments shall be made payable to the COUNTY OF LEELANAU and submitted to the Leelanau County Treasurer's Office.

8. Unemployment Compensation. In the event this Agreement is prematurely terminated by the Village as authorized in Section 22, the Village shall reimburse the County in full for unemployment compensation and benefits expenses required by law that the County actually incurs as a result of the layoff of Deputy Sheriff(s) due to such premature termination, provided such layoffs occur within one (1) year of the premature termination.

9. Reports. At the specific written request of the Village, the Sheriff shall provide to the Village a report, but only as it relates to law enforcement services provided in accordance with this Agreement. The report shall include time out of the Village for: 1) the Village, 2) the County, 3) the Suttons Bay Schools, and 4) the Leelanau County Road Commission.

10. Status of Sheriff Deputy Assigned to the Village. The Deputy Sheriff(s) assigned to the Village are and shall remain employees of the Sheriff and the County and shall be under the Sheriff's supervision, direction, and control.

11. Sheriff Responsible for Management. The Sheriff shall be solely responsible for the management of the Deputy Sheriff(s) assigned to the Village under this Agreement. Management shall be construed to include, but not be limited to, determining priority of investigation, determining what constitutes an emergency, determining the specific personnel to be assigned to the Village, determining job duties and assignments, and determining the adequacy of motor vehicles deployed. The Sheriff will consult with the Village on routine or special matters as deemed appropriate.

12. Removal of Deputy Sheriffs for Emergencies. The Sheriff reserves the right to remove any Deputy who is otherwise assigned to the Village for emergencies that might exist outside the Village.

13. Nondiscrimination. In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State, and local laws, regulations, and policies prohibiting discrimination. The parties hereto, as required by law and/or policies of either the County or the Village shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation or beliefs. Breach of this covenant shall be regarded as a material breach of this Agreement.

14. Agreement Does Not Affect Collective Bargaining Agreements. It is expressly understood and agreed by the parties hereto that the requirements of this Agreement shall not be construed as in any way affecting the collective bargaining agreement covering the Sheriff Deputies assigned to the Village under this Agreement including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.

15. Communication. It is agreed to by the parties that prompt and timely resolution of issues and/or concerns is vital to the success of this Agreement. Therefore, the parties agree that the following steps will be utilized:

- A. The Village Council will meet regularly with the supervisor of the Deputies assigned to the Village for purposes of resolving issues and/or concerns.
- B. If issues and/or concerns cannot be resolved in the above-mentioned forum in a timely manner, then the Village Council will meet with the Undersheriff to pursue resolution.

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

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

18. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract, or otherwise transfer their duties and/or obligations under this Agreement.

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

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

21. Complete Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto and any prior agreements shall be null and void.

22. Agreement Period and Termination. This Agreement shall commence on the 1st day of January 2023, and unless prematurely terminated by either party as authorized in this Agreement shall continue through the 31st day of December, 2025, at which time it shall terminate. The Sheriff's Office shall provide the Village Clerk the compensation rate for a potential contract beginning January 1, 2024 and January 1, 2025, no later than July 1, 2023 and July 1, 2024.

Notwithstanding any other provisions in this Agreement to the contrary, either the County or the Village may, with or without cause, terminate this Agreement at any time upon ninety (90) days

prior written notice to the other party. In the event this Agreement is prematurely terminated, the Village shall pay the County, as set forth in Section 7, the total sum due for services performed by the Deputy Sheriff(s) assigned to the Village up to the effective date of termination.

In the event this Agreement is terminated and the Village creates its own police department, it is expressly understood and agreed by the parties hereto that the Village shall give preferential consideration to the hiring of any Deputy Sheriff(s) who are discharged as a result of the termination of this Agreement.

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

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

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LEELANAU

VILLAGE OF SUTTONS BAY

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

By: _____
Rob Larrea Date
Village Manager

LEELANAU COUNTY SHERIFF

By: _____
Mike Borkovich, Sheriff Date

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:
COHL, STOKER & TOSKEY, P.C.
By: COURTNEY A. GABBARA
On: August 17, 2022

EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff's Office	Submittal Dates	
Contact Person: Undersheriff Kiessel	<input checked="" type="checkbox"/> Executive Board Session	
Telephone No.: _____	09/13/2022	
Source Selection Method		
<input type="checkbox"/> Select One	VENDOR: _____	
<input checked="" type="checkbox"/> Other: n/a	Address/	
Account Number	Phone: _____	
(Funds to come from): _____		

Budgeted Amount: _____ \$ 0.00 Contracted Amount: _____ \$ 5,000.00

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>GT Band Animal Control Contract</u>

Request to Waive Board Policy on Bid Requirements

The Sheriff's Office requests the Board of Commissioners approve a renewal of the Agreement for Animal Control Services between Leelanau County and the Grand Traverse Band of Ottawa and Chippewa Indians. The contract will run October 1, 2022 through September 30, 2025. No wording has changed from the previous contract and the contract is currently at the county's corporate counsel for review.

Suggested

Recommendation:

I move to recommend that the Leelanau County Board of Commissioners approve a renewal of, and allow the Board Chair to sign, the Agreement for Animal Control Services between the County of Leelanau and the Grand Traverse Band of Ottawa and Chippewa Indians until September 30, 2025, pending review and approval by Corporate Counsel.

Department Head Approval: _____

[Signature] 45-2

Date: 09/08/2022

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT made and entered into this 1st day of October, 2022, by and between the COUNTY OF LEELANAU, Michigan (hereinafter referred to as the “County”) and the GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS (hereinafter referred to as the “GTB or “Tribe”).

WITNESSETH:

WHEREAS, the Tribe desires to secure certain animal control services on Tribal land in Leelanau County; and

WHEREAS, the County agrees that the Animal Control Deputy (ACD) shall provide those services to the Tribe as outlined below and as permitted by law.

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

FIRST: Services to be Performed by the Animal Control Deputy. The ACD shall provide the Tribe with animal control services on Tribal land in Leelanau County as follows:

- A. Apprehending and subduing aggressive animals.
- B. Accepting passive animals detained for pick-up by Tribal Police.
- C. Transporting passive and aggressive animals to Cherryland Humane Society for lodging.
- D. GTB will be responsible for any additional charges by Cherryland Humane Society, incurred due to animal boarding or lodging.
- E. The Animal Control Deputy shall not issue “tickets” or citations on Tribal land.
- F. In the event the Animal Control Deputy is unavailable due to vacation, illness or outside training, neither the Sheriff nor the County shall be obligated to provide animal control services.

SECOND: Equipment to be Provided by the County. The County shall provide and maintain at its expense the motor vehicles to be used for animal control services and any and all uniforms, weapons, insignia and general equipment to be used by an Animal Control Deputy on Tribal land.

THIRD: Insurance. The County shall provide insurance for the motor vehicle(s) used in the performance of the services described in this Agreement as well as the liability and workers compensation insurance coverage for any Animal Control Deputy on Tribal land. Evidence of the above-mentioned insurance policies must be provided by certificate to the Tribe indicating limits of insurance and effective dates of said coverage.

FOURTH: Compensation. It is expressly understood and agreed that the Tribe shall pay the County for the services which it receives under this Agreement as follows:

- A. The sum of Five Thousand and no/100 Dollars (\$5,000.00) for the period covering each fiscal year of the contract.
- B. The sum due the County during each twelve (12) months period covered by this Agreement shall be paid in equal quarterly installments due at the end of each quarter, with payments to be made no later than the 15th day of the month following the end of a quarter. All payments shall be made payable to the County of Leelanau and submitted to the Leelanau County Treasurer's Office, 8527 E. Government Center Drive, Suttons Bay, MI 49682.

FIFTH: Status of Animal Control Deputy and Sheriff's Responsibility for Management. The Animal Control Deputy on Tribal land under this agreement shall remain an employee of the Sheriff and under his supervision, direction, management and control. All rights in the management of the Sheriff's Department shall remain with the Sheriff.

SIXTH: Waivers. No failure or delay on the part of any of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege.

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

EIGHTH: Assignment or Subcontracting. The parties to the Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.

NINTH: Disregarding Titles. The titles of the sections set for this Agreement are inserted for the convenience of reference only and shall not be disregarded when construing or interpreting any of the provisions of this Agreement.

TENTH: Completeness of this Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof, shall have any validity or binding any of the parties hereto.

ELEVENTH: Agreement Period and Termination. This Agreement shall commence on the 1st day of October, 2022, and shall continue through the 30th day of September, 2025, at which time it shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, either the County or the Tribe may terminate this Agreement at any time upon sixty (60) days prior written notice to the other party. In the event this Agreement is prematurely terminated under this section, the Tribe shall pay the County, as set forth in the Fourth section, the pro-rated amount (based on days) for services performed in the last quarter of performance up to the effective date of termination.

TWELFTH: Invalid Provisions. If any provision of the Agreement is held to be invalid, it shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of the Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

THIRTEENTH: Certification of Authority to Sign Agreement. The persons signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that said parties have authorized this Agreement.

IN WITNESS THEREOF, the authorized representatives of the parties hereto have fully signed this Agreement on the day and year first above written.

**COUNTY OF LEELANAU
BOARD OF COMMISSIONERS**

Ty Wessell, Chair

Date

**GRAND TRAVERSE BAND OF OTTAWA
AND CHIPPEWA INDIANS**

Captain David Crockett

Date

Jolanda Murphy, Department Manager

Date

**Leelanau County
Compensation Study
Proposal Overview
2022**

Rehmann Robson LLC	Municipal Consulting Services
Work Plan:	Work Plan:
<ol style="list-style-type: none"> 1. Collect and Review Data: <ul style="list-style-type: none"> *Collect/Review Compensation-Related Data *Review Job Descriptions 2. Gather, Organize and analyze Survey Data: <ul style="list-style-type: none"> * Gather Survey Data (comparables) * Develop Compensation Matrix * Apply survey Results & Establish Pay Ranges * Position Current Payrates within New Pay Ranges * Develop Job Evaluation System 3. Develop and Present Final Report 	<ol style="list-style-type: none"> 1. Meet and Refine Work Plan 2. Collect and Review Compensation-Related Documents 3. Provide Employee Orientation and Elicit Employee Input 4. Conduct Supervisory Interviews 5. Develop List of Market Comparables within County 6. Develop Survey Instrument 7. Conduct Survey Process and Finalize Reports 8. Conduct Job/Point-Factor Evaluation and Develop Pay Grades 9. Apply Survey Results and Develop Pay Ranges for Each Pay Grade 10. Analyze Each Position within the Confines of the New Pay Grade Structure 11. Develop Pay Progression Options and Analysis of Results 12. Develop Final Report Document 13. Present Final Report to Board
Time Line:	Time Line:
14 weeks beginning in October 2022	120 days beginning in early 2023
Fees:	Fees:
<ul style="list-style-type: none"> * \$20,400 maximum, actual cost billed monthly * \$60.00 per hour travel rate * Lodging/mileage submitted upon pre-approval 	<ul style="list-style-type: none"> * \$22,750 for 35 or less job classifications/titles * \$650 additional for each job classification * \$1,800 travel related costs (actual costs only)

LEELANAU COUNTY, MI



PROPOSAL TO CONDUCT A CLASSIFICATION AND
COMPENSATION STUDY

MUNICIPAL CONSULTING SERVICES LLC

MUNICIPAL CONSULTING SERVICES LLC

July 12, 2022

Ms. Darcy Weaver
Human Resources Director
Leelanau County
8527 E. Government Center Dr.
Suttons Bay MI 49682

Dear Ms. Weaver:

We are pleased to submit this proposal to perform a classification and compensation study for Leelanau County. We have performed numerous studies of this type for Michigan's cities, townships and counties, and we look forward to working with Leelanau County to develop a pay system that is both internally equitable and externally competitive.

Our proposal, contained in the following pages, is organized as follows:

- Project objectives
- Our approach and work plan
- Our organization and project team
- Our qualifications for conducting the study
- Project timing and fees.

We appreciate the opportunity to be of assistance to you. Should you have questions or desire additional information, please do not hesitate to contact me at 734.904.4632.

Very truly yours,



Mark W. Nottley, Principal
Municipal Consulting Services LLC

LEELANAU COUNTY

PROPOSAL TO CONDUCT A CLASSIFICATION AND COMPENSATION STUDY

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SECTION I
PROJECT OBJECTIVES

SECTION I

PROJECT OBJECTIVES

Leelanau County has expressed an interest in utilizing an experienced compensation consultant in conducting a classification and compensation study encompassing approximately 35 job titles. We are pleased to respond to this opportunity to assist.

In regard to project objectives, it will be our intent to develop a compensation system that will enhance the County's ability to recruit, retain and motivate quality employees. To accomplish this, we will:

- Develop a solid understanding of the specific duties and responsibilities of each position included in the study.
- Establish a competitive labor market and conduct a market survey of wages.
- Develop a comprehensive pay system based on job evaluation and a thorough evaluation of the established labor market.
- Develop and include methodologies for evaluating current pay status and the impact of modifying current pay levels and moving employees through the pay ranges over time.
- Recommend procedures for ongoing system maintenance including pay system administration and compensation system upkeep.
- Provide the tools necessary for ongoing position reclassification processes and other pay system procedures.

In summary, it will be our intention to develop a comprehensive classification and compensation system for Leelanau County that can serve as a foundation to rationalize pay decisions for both policymakers and administrative personnel.

* * * * *

In the following section, we present our approach to conducting the study.

SECTION II

OUR APPROACH AND WORK PLAN

SECTION II

OUR APPROACH AND WORK PLAN

Our Approach

Our approach for achieving your objectives will incorporate several important overall rationales. Specifically:

- *Client-consultant communications will be a paramount consideration.* We will work closely with you to assure concurrence on the conduct, and progress of the engagement, as it relates to thoroughness, scope and applicability.
- *Participation will be emphasized,* thus assuring that positional duties are clearly understood and opportunity for input is provided. To accomplish this, we will interview all department heads as well as any other classifications that require particular attention.
- *The labor market survey will be customized,* with minimal, or no, reliance on “canned” data. Related:
 - We will develop a custom survey instrument that clearly specifies the duties of each of the County’s job classifications.
 - We will define the most appropriate labor market.
 - We will include all of the studied positions in a market survey that can later be used in the development of pay ranges for County positions.
 - We will survey range maximums to provide an accurate appraisal of compensation.

Project Work Plan

In developing the classification and compensation system we will structure the project into the following specific tasks:

Task 1: Meet and Refine Work Plan

It will be our intention to work closely with the County to develop the classification and compensation system. Related, as a first step in the study process, we will meet with your selected representative(s) by Zoom to:

- Further define, and logistically plan, our approach and work schedule
- Determine an approach for ongoing feedback.

Task 2: Collect and Review Compensation-Related Documentation

Additionally, at this time we will also collect and review relevant compensation information, including existing job descriptions, benefits data, compensation-related personnel policies, the existing pay grade structure and all other information that will provide us with an understanding of classification and compensation issues.

Task 3: Provide Employee Orientation and Elicit Employee Input

At this time, we will also schedule a group meeting with the employees included in the study. The purpose of this meeting (held virtually) will be threefold, including:

- Orienting employees to the project work plan and objectives.
- Explaining the importance of their input in working with our project consultant.
- Eliciting their assistance in the study process – more specifically, to complete a job analysis questionnaire document regarding their specific job duties, reporting relationships and other aspects of their job pertaining to compensation.

Task 4: Conduct Supervisory Interviews

The completed job questionnaires, in conjunction with your existing job descriptions, will provide our consultant with a good overview of job duties and reporting relationships. However, we do not feel that the questionnaire is sufficient for fully understanding the function of each position within the larger organization. Consequently, we consider it important that additional information be gathered through subsequent on-site interviews of supervisory personnel. The interviews will focus on:

- Obtaining a broader definition of duties and responsibilities for purposes of point factoring and determining relative grade positioning.
- Clearly defining key duties to be used to compare the position to the labor market.

Task 5: Develop List of Market Comparables in Consultation with the County

To establish compensation parameters for the County's labor force, we must first define the labor market. Ideally, the defined market will be comprised of a mix of counties and other public sector entities that have similar organizational structures and/or positions with similar duties as well as previously-prepared survey data for the broader labor market if desired.

In Task 6, we will work with you to define a representative labor market. To accomplish this, we will:

- Present the County with a listing of potential comparable public sector employers. We will develop and present profile data on each entity to support this process – comprised of a mix of financial and demographic data.
- If desired, we will also utilize previously-prepared wage data that is market-competitive for certain positions. Not all positions will have legitimate comparables in the regional private sector market – we will identify those positions that do.

Task 6: Develop Survey Instrument

Having completed Task 5, we will develop a survey instrument to elicit feedback regarding a minimum of at least 75% of the positions included in the study. This will be a “custom survey” that briefly describes each position. In addition to salary, we will survey other relevant compensation data, such as:

- Key duties that differ from the County’s positional duties
- Wage components not reflected in base wage.

Task 7: Conduct Survey Process and Finalize Results

Having developed the survey instrument, we will mail the survey, and tabulate the incoming results. Follow-up calls will be made to clarify particular points, and supplementary surveys will be developed for any positions that are not adequately represented in our survey results.

Task 8: Conduct Job/Point-Factor Evaluation and Develop Pay Grades

Point-factoring is a process in which each position is point-ranked relative to all other positions in the organization or group. Ideally, point-factoring is considered as a means of establishing internal equity, and in turn, pay grade placement.

In Task 8, we will perform a point-factor analysis encompassing all positions included in the study. In this process, each position will be ranked in relation to ten factors. The results will be used to develop a grade structure, and establish grade placement for each individual position.

Task 9: Apply Survey Results and Develop Pay Ranges for Each Pay Grade

In Task 9, we will use the results of the survey process to develop a pay range for each applicable pay grade. The result will be a comprehensive pay grade structure that includes all of the studied positions.

Task 10: Analyze Each Position within the Confines of the New Pay Grade Structure

We will then proceed to evaluate the wage levels of each position relative to the newly established pay ranges. We will first determine any “red circled” positions that are paid at a level higher than the recommended range maximum and any “green circled” positions that are below the range minimum. All positions will be evaluated using a compa-ratio analysis to illustrate their specific positions within the suggested pay ranges.

Task 11: Develop Pay Progression Options and Analysis of Results

There are various methods for implementing a pay system. Many clients prefer a multi-year methodology for advancing employees through the pay range. This may depend on performance evaluation results or be more structured (such as a step system with progressive pay increases). Related to this, we will also:

- Revisit and discuss the County’s current compensation adjustment process with representatives of the County.
- Introduce several examples of pay progression systems that are currently used in the public sector.
- Provide cost data to illustrate the impact of different approaches – and adjustments based on the study results.

Task 12: Develop Final Report Document

At the conclusion of Task 11 we will develop a comprehensive final report document. This will include:

- Written summation of all project methodologies.
- All schedules and summary results developed in Tasks 1-11.
- The recommended pay grade structure including all job classifications.
- Identification of any positions that fall below or above the range parameters specified for their respective classifications.
- Pay progression options and analysis intended to facilitate future pay decisions and implementation of the study’s results.

- Specification of annual procedures required to update the system for ongoing use.

Task 13: Present Final Report to the Board

At the conclusion of Task 13 we will schedule and provide a final report presentation to the County's Board of Commissioners via Zoom.

* * * * *

In the following section, we discuss our organization and project team.

SECTION III

OUR ORGANIZATION AND PROJECT CONSULTANT

SECTION III

OUR ORGANIZATION AND PROJECT CONSULTANT

Municipal Consulting Services LLC is a management consulting firm incorporated in and licensed by the State of Michigan. The firm was established to provide human resources and operational-based consulting to public sector clients, including cities, counties, school districts, institutions of higher education and other not-for-profit organizations. With more than 50 years of combined experience with Michigan's public sector and the completion of hundreds of management studies, we are able to provide our clients with a vast array of products, covering a broad spectrum of organizational and human resources consulting services.

This project, for Leelanau County, will be performed by Mark Nottley, Principal for Municipal Consulting Services LLC. Mr. Nottley has performed over 200 compensation and human resource-related projects for public sector clients. Clients have included cities, townships, public utilities, not-for-profits, school districts, county governments and other public sector entities.

Mr. Nottley is certified as a Senior Professional in Human Resources by the Society for Human Resources Management (SHRM) and holds a Master degree in Public Administration from Wayne State University. His biography is included in Appendix A and a listing of client entities is included in the following section.

* * * * *

A résumé for our proposed project consultant is included in Appendix A. In the following section we discuss specific experience.

SECTION IV

OUR QUALIFICATIONS FOR CONDUCTING THE STUDY

SECTION IV

OUR QUALIFICATIONS FOR CONDUCTING THE STUDY

As noted, our proposed project consultant has conducted numerous classification and compensation studies of public entities. We have listed below a number of recent project references, followed by a more complete listing of experience. We will be pleased to provide client references for any of these engagements upon request.

RECENT PROJECTS COMPLETED BY OUR PROPOSED PROJECT CONSULTANT

Client: Montmorency County (2022)

Project: Classification and Compensation System – all departments
Contact: Ms. Marcie VerBeek, Director of Human Resources
Phone: 616.738.4879

Client: Ottawa County (2021)

Project: Classification and Compensation System – all departments
Contact: Ms. Marcie VerBeek, Director of Human Resources
Phone: 616.738.4879

Client: Manistee County (2022)

Project: Classification and Compensation System – all departments
Contact: Ms. Lisa Sagala, County Administrator
Phone: 231.398.3500

Client: Ottawa County (2020)

Project: Bi-annual Elected Officials Survey (every two years)
Contact: Mr. John Shay, Deputy County Administrator
Phone: 616.738.4879

738.4642

Client: Livingston County (2015 and ongoing) and Livingston Courts (2017)

Project: Classification and Compensation System – all departments
Contact: Ms. Jennifer Palmbo, Director of Human Resources and Labor Relations
Phone: 517.540.8790

Client: Jackson County (2016)

Project: Classification and Compensation System – all departments and all elected
Contact: Mr. Richard, Martonchik, Director of Human Resources
Phone: 517.499.5019

Client: Berrien County (2020)

Project: Classification and Compensation System – all departments
Contact: Ms. Shelley Jarvis, Director of Human Resources
Phone: 269.982.8616

Client: Midland County (2016 and ongoing)

Project: Classification and Compensation System – all departments
Contact: Ms. Suzanne Ault, Director of Human Resources
Phone: 989.832.6752

Client: Wayne County Airport Authority - Detroit Metro Airport (2022)

Project: Evaluation of select unit total compensation
Contact: Lynda Racey, Human Resources Director
Phone: 734.942.3550

Client: State of Michigan (2018)

Project: 2018 State-wide Survey of Wages and Benefits of 150 of the Largest State-wide Employers and Resultant Wage and Benefits Report
Contact: Ms. Cheryl Schmittiel, Past Director, Office of the State Employer
Phone: 517.335.2579

Client: Kent County Road Commission (2019)

Project: Classification and Compensation Study
Contact: Mr. Michael Dennis, Human Resources Director
Phone: 616.242.6937

Client: Roscommon County (2019)

Project: Classification and Compensation Study
Contact: Ms. Jodi Valentino, County Administrator
Phone: 989.275.8021

Client: Branch-Hillsdale-St. Joseph Health Department (2019)

Project: Classification and Compensation Study
Contact: Ms. Theresa Fisher, Administrative Services Director
Phone: 989.275.8021

Client: Marquette County (2017)

Project: Classification and Compensation System – all departments and all elected
Contact: Mr. James Kent, Director of Human Resources
Phone: 906.225.8165

Client: Shiawassee County (2017)

Project: Classification and Compensation System – all departments and all elected
Contact: Mr. Jeremy Root, Board Chairperson
Phone: 989.743.2233

Client: Clinton County (2017)

Project: Classification and Compensation System – all departments

Contact: Ms. Deb Hebler, Manager of Human Resources

Phone: 989.224.5121

Client: Otsego County (2017)

Project: Classification and Compensation System – most departments, courts were studied in 2018

Contact: Ms. Trisha Adam, Assistant County Administrator

Phone: 989.731.7522

Client: Monroe County Community Mental Health (2016)

Project: Classification and Compensation System – organization-wide

Contact: Mr. Jim Brown, Director of Human Resources

Phone: 734.384.0283

Client: Livingston County Community Mental Health (2017)

Project: Classification and Compensation System– organization-wide

Contact: Ms. Connie Conklin, Executive Director

Phone: 517.548.0081

Client: Eaton County (2014 and updates)

Project: Classification and Compensation System and Updates – all departments

Contact: Ms. Connie Sobie, Deputy County Administrator

Phone: 517.543.3331

Client: St. Joseph County (2013and updates – COA: 2022) – all departments

Project: Classification and Compensation System

Contact: Ms. Teresa Doehring, Director of Human Resources

Phone: 269.467.5675

Client: Client: Osceola County (2015) – all departments

Project: Classification and Compensation System

Contact: Ms. Sue Vander Pol, County Coordinator

Phone: 231.832.6196

Client: Monroe County (2021)

Project: Classification and Compensation Study

Contact: Ms. Aundrea Armstrong, Human Resources Director

Phone: 734.240.7298

Client: City of Ann Arbor (2018)

Project: Classification and Compensation System

Contact: Ms. Ashley Walicki, Human Resources Supervisor

Phone: 734.994.5961

Client: ***Otsego County Courts (2018)***
Project: Classification and Compensation System
Contact: Victoria Courterier, Court Administrator
Phone: 989.731-0228

Client: ***Gratiot County (2019)***
Project: Classification and Compensation – select positions
Contact: Ms. Terri R. Ball, Treasurer
Phone: 989.875.5215

On the following pages we provide a more complete listing of prior experience. We will be pleased to provide additional references at your request.

PAST EXPERIENCE IN CONDUCTING CLASSIFICATION AND COMPENSATION STUDIES (NOTTLEY & RYE)

Alger-Marquette Community Action Board	Eaton County
Alpena Community College	Alpena County
Antrim County	Arenac County
Barry County	Barry County Commission on Aging
Barry County Road Commission	Barry-Eaton Health Department
Bay County	Bay County Road Commission
Bay County Water & Sewer	Benzie County
Bloomfield Charter Township	Bloomfield Hills Schools
Branch County	Brighton District Library
Calhoun County	Calhoun County Probate Court
Capital Area Negotiators Association [36 school districts]	Capital Region Airport Authority
Cass County	Chippewa County
City of Albion	City of Eaton
City of Allen Park	City of Alma
City of Alpena	City of Auburn Hills
City of Bad Axe	City of Benton Harbor
City of Berkley	City of Big Rapids
City of Birmingham	City of Brighton
City of Charlotte	City of Cheboygan
City of Clio	City of Corunna
City of Crystal Falls	City of Dowagiac
City of Durand	City of East Jordan
City of East Lansing	City of Eastpointe
City of Ecorse	City of Fennville
City of Fenton	City of Ferndale
City of Flint	City of Frankenmuth
City of Fremont	City of Galesburg
City of Gaylord	City of Grand Blanc
City of Grand Haven	City of Grand Ledge
City of Grandville	City of Harper Woods
City of Harrison	City of Hazel Park
City of Hazel Park Library	City of Hudsonville
City of Huntington Woods	City of Ironwood
City of Jackson	City of Keego Harbor
City of Kentwood	City of Lansing
City of Lapeer	City of Lathrup Village

City of Lincoln Park	City of Lowell
City of Madison Heights	City of Leelanau
City of Marlette	City of Mason
City of Menominee	City of Midland
City of Milan	City of Monroe
City of Montague	City of Mt. Morris
City of Muskegon	City of New Haven
City of Niles	City of North Muskegon
City of Norton Shores	City of Oak Park
City of Owosso	City of Perry
City of Plainwell	City of Portland
City of Potterville	City of River Rouge
City of Riverview	City of Rochester Hills
City of Rogers City	City of Romulus
City of Roseville	City of Royal Oak
City of Saline	City of Southgate
City of Springfield	City of St. Clair Shores
City of St. Joseph	City of St. Louis
City of Sturgis	City of Swartz Creek
City of Taylor	City of Tecumseh
City of Three Rivers	City of Traverse City
City of Warren	City of Wayland
City of West Branch	City of Woodhaven
City of Wyoming	City of Ypsilanti
City of Zeeland	Clare-Gladwin Probate Court
Clinton County	Clinton-Eaton-Ingham Community Mental Health
Community Action Agency of Jackson	Community Action Agency of South Central MI
Copper Country Mental Health Services	Delhi Township
Delta Township	Detroit Public Schools
DeWitt Public Schools	District Health Department No. 2
Eaton County	Eighth District Court
Emmett Charter Township	Grand Haven Charter Township
Grand Rapids Community College	Grand Traverse County
Grand Valley Metro Council	Gratiot County
Gratiot County Community Mental Health	Holt Public Schools
Ingham County	Ingham County Medical Care Facility
Ingham County Road Commission	Ionia County Community Mental Health
Ionia County Road Commission	Isabella County
Jackson County	Kalamazoo County Road Commission

Kent County
Lake County
Lansing Board of Water & Light
Lansing Township
Leelanau County
Mackinac County
Montmorency County
Marquette County
Mecosta County

Michigan Catastrophic Claims Association

Michigan Sheriffs Association
Midland County Central Dispatch Authority
Monroe County
Monroe County Community Mental Health
Montcalm County
Municipal Employers' Retirement System
North Central Community Mental Health
Oakland County
Osceola County
Otsego County

Oxford Charter Township

Pittsfield Charter Township

Region VII Area Agency on Aging
Saginaw County

Shiawassee County

Southeastern Berrien County Landfill
Authority
Southfield Township
St. Joseph County

State of Michigan-Department of State Police

State of Michigan-Legislative Council
State of Michigan-Senate Fiscal Agency
State of Michigan-Supreme Court
Union Township
Village of Almont

Kent County Road Commission
Lake Township
Lansing Housing Commission
Lapeer County
Livingston County
Macomb County
Manistee County Library
Marquette County Health Department
Meridian Charter Township
Michigan Municipal Risk Management
Association
Midland County
Mid-South Substance Abuse Commission
Monroe County Community College
Monroe County Opportunity Program
Berrien County
Newaygo County
Oakland Community College
Orion Charter Township
Oscoda Charter Township
Ottawa County
Pathways
 [formerly Alger-Marquette CMH]

Redford Township

Saginaw Charter Township
Shelby Charter Township
Shiawassee County Community Mental
Health
Southeastern Oakland County Water
Authority
St. Joseph Commission on Aging
State of Michigan-Department of Civil
Service
State of Michigan-Department of
Transportation
State of Michigan-Office of the State
Employer
State of Michigan-State Senate
Tuscola County
Van Buren County
Village of Beverly Hills

Village of Bingham Farms
Village of Dexter
Village of Franklin
Village of Milford
Washtenaw County
Waterford Charter Township

Village of Chelsea
Village of Fowlerville
Village of Grosse Pointe Shores
Village of Vicksburg
Washtenaw County Road Commission
West Bloomfield Charter Township

* * * * *

*Additional references will be provided on request. In the next section
we discuss project timing and fees.*

SECTION V

PROJECT TIMING AND FEES

SECTION V

PROJECT TIMING AND FEES

Project Timing:

We are now reserving new project start dates for early 2023. Related to this, we will be pleased to commence the study on a date of mutual concurrence. The typical timeline for a study of this scope is generally 120 days.

Professional Fees

Professional fees to complete the project will be \$22,750. This not-to-exceed fee estimate based on 35 or less classifications/job titles included in the study. If the number of classifications exceeds 35, either at project inception or completion, Leelanau County would be charged an additional \$650 for any such job classifications.

Project Expenses:

Project expenses will be limited to \$1,800 for travel-related costs (airfare, auto or mileage, hotel and meals). This expense budget envisions one trip to the County for project-related activities (i.e. department head and management interviews). If costs are less for travel, the County would only be charged the actual expense. We attempt to share costs between clients, lowering the proportional cost for each.

Other Conditions:

This proposal will remain effective for 120 days from the date of submittal.

Leelanau County will be billed on a calendar monthly basis for work completed in the previous period. All invoices will be due within thirty days of submittal.

Project Deliverables:

Leelanau County will receive four bound copies of the final report document and an electronic file of the final report from which additional copies can be printed or source data can be extracted for future use. The County will also receive all other electronic files.

APPENDIX A

PROJECT CONSULTANT RÉSUMÉ

RÉSUMÉ OF MARK W. NOTTLEY, SPHR

PRESENT POSITION:

Principal, Municipal Consulting Services LLC

AREAS OF CONSULTING EXPERTISE:

Personnel Issues, Compensation and Employee Benefits Evaluation - Conducted classification and compensation studies and employee benefit analyses for municipalities to determine appropriate salary, retirement and benefit levels. Developed personnel policies, manuals and performance evaluation systems as components of comprehensive personnel systems.

Executive Search Services – Conducted or oversaw the conduct of more than 100 executive searches focusing on City and Village Managers, Department Heads and various other municipal professional classifications.

Organizational and Operational Analysis - Conducted operations analyses for most areas of government service provision including police and fire services, vehicle and building maintenance, community development, public works, recreation, transportation and health and human services. In this capacity, identified specific opportunities for improved performance and increased operational cost-effectiveness.

Financial Models - Prepared comprehensive spreadsheet-based financial models for a number of municipalities, estimating future years' conditions for each of the various revenue and expenditure sources and categories. Following development of the models, frequently worked with the particular municipality in defining long-range fiscal strategies.

Tax Policies - Reviewed tax policies for a number of local governments, ranging from the analyses of specific millages and service charges to comprehensive city-wide evaluations of user fees. Recommendations resulting from these reviews have resulted in more equitable tax assignment and increased revenue generation through more competitive fee structuring.

Privatization - Assessed privatization options for a number of local governments including the potential cost-saving and/or service improvement associated with sole source and competitive private contracting and combination public/private service provision. Areas of review have included golf course operation, turf mowing, forestry services, landfill operation, vehicle maintenance, emergency medical services, transportation, sanitation, water and wastewater operations, and the use of auxiliary paid-on-call firefighters.

Productivity Improvement - Performed ongoing research related to operational performance and productivity improvement. Conducted several major productivity studies including an eight-city comparative analysis of police and fire services effectiveness in the Detroit Metropolitan Area.

Municipal Improvement and Growth Strategies - Assisted numerous municipal clients in defining strategies for urban development and infrastructure upgrade as well as strategies for maintaining existing municipal and community assets.

Market Analysis - Prepared and assisted in the preparation of market analyses/feasibility studies designed to facilitate future planning and development, including downtown office/commercial development, reuse of historic structures, housing development, and the construction of a major marina/hotel complex.

PRIOR ORGANIZATIONAL AFFILIATIONS:

Rehmann Robson, Public Accountants and Management Consultants.

Principal in charge of Government Consulting Services Division with responsibility for managing or conducting consulting projects focusing on financial analysis, operational performance, future planning, human resource issues and other areas of relevance to municipal management.

Michigan Municipal League

Founder and Director of the League's Municipal Consulting Services Division with responsibility for managing and performing management consulting projects, focusing on municipal operations and finance, and human resources management.

Plante & Moran, Public Accountants and Management Consultants.

Manager in local government consulting practice with responsibility for managing or conducting consulting projects focusing on financial analysis, operational performance, future planning, human resource issues and other areas of relevance to municipal management.

Coopers & Lybrand, Public Accountants and Management Consultants (now PricewaterhouseCoopers)

Senior consultant in the firm's national practice for local government consulting specializing in financial and operational consulting and municipal productivity assessment and improvement.

EDUCATION:

Wayne State University - Master of Public Administration (Summa cum Laude)

Wayne State University - Bachelor of Arts (with distinction)

Certification as a Senior Professional in Human Resources

PROFESSIONAL AFFILIATIONS:

International Personnel Management Association
Society for Human Resources Management
Pi Alpha Alpha, National Honor Society for Public Administration

August 16, 2022

**EMPOWER
YOUR
PURPOSE**

PROFESSIONAL SERVICES PROPOSAL FOR **Leelanau County**

Submitted by:

Elizabeth Williams, SHRM-SCP, SPHR, Principal

elizabeth.williams@rehmann.com

Statement of Confidentiality The information in this proposal is confidential and proprietary. It has been made available to the above stated company/person solely for their consideration in evaluation of this proposal. In no event shall all or any portion of this proposal be disclosed or disseminated by the above stated company/person without the express written permission of Rehmann. © 2022 Rehmann All Rights Reserved.

August 16, 2022

Mr. Chet Janik
County Administrator
Leelanau County
8527 E Government Center Dr.
Suttons Bay, MI 49682

Dear Mr. Janik:

Rehmann Robson LLC (“Rehmann”) greatly appreciates the opportunity to propose human resource solutions to Leelanau County (“the County”). Your requests will be recognized and resolved as we leverage our extensive industry and technical experience.

Based on your request for proposal, we have gained valuable knowledge of the issues impacting your County. You will find the attached proposal focuses on the specific needs you identified.

Our proposal will also demonstrate why you should choose Rehmann for your human resources needs. Our forward-thinking approach to service means you will consistently be provided with a cross-functional team to meet the County’s goals and objectives. In addition, when you partner with Rehmann, here’s what to expect:

- A solid reputation in the industry
- Access to a broad range of professional services
- A collaborative relationship
- An emphasis on communication

We look forward to hearing from you regarding your decision. In the meantime, please contact us with any questions you may have.

Thank you for considering Rehmann.

Sincerely,

Rehmann Robson LLC



Elizabeth Williams, SHRM-SCP, SPHR
Principal

WHAT YOU’LL FIND INSIDE

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“At Rehmann, we believe the experience you have working with us is as important as the services we deliver. Each day, our goal is to help you get the most out of your Rehmann Experience. Simply put, we want to exceed your expectations.”

RANDY RUPP, CPA
CEO

WHY PARTNER WITH REHMANN?

Founded in 1941 as a single accounting firm, Rehmann has evolved into a fully integrated financial services and advisory firm that provides accounting and assurance, comprehensive technology, accounting and human resource solutions, specialized consulting and wealth management services. Our goal is to meet the demands of today’s businesses by offering a greater scope of resources and experience, all while employing a forward-thinking service model that guarantees complete client satisfaction and confidence.

ACCESS TO A BROAD RANGE OF PROFESSIONAL SERVICES

In addition to the services outlined in this proposal, Rehmann advisors will help guide, support and assist you with all other aspects of your organization. It is our firm’s vision to provide insights and solutions that maximize the potential of our clients. By actively listening to the County and gaining a full understanding of your needs, our team will be able to successfully reach your goals and help your organization reach its full potential.

See the *Our Solutions* section for more information as to how we will accomplish the work described in your request. In addition, please refer to the *Rehmann Overview* section for more detailed information on other services we can provide.



GOVERNMENTAL INDUSTRY EXPERIENCE

Rehmann has a cross-functional team of professionals with extensive governmental industry experience. This unique group is dedicated specifically to serving clients in the public sector on a year-round basis and includes 75+ full-time professionals skilled in assurance services and accounting solutions for governmental entities. Other departments within our firm also work with public sector clients providing technology and human resource solutions.

WE SERVE
1,000 PUBLIC SECTOR ENTITIES FIRM-WIDE



170.4 MILLION
Total revenue in 2021



850+
Number of associates



OFFICES
Located throughout Michigan, Ohio and Florida

OUR SOLUTIONS

Rehmann's vision is to bring a bold new level of confidence by providing insights and solutions that maximize the potential of clients like you. By understanding what's important to the County, our team will deliver services in an efficient manner and advise you proactively, not reactively, so that your County can achieve and maintain its desired goals. We are committed to exceeding your expectations.

HUMAN RESOURCES AND COMPENSATION STUDY EXPERIENCE

The Rehmann team has extensive experience in Human Resources with several of the members assigned to this team, individually, having more than 30 years of experience working in the field. The team that has been assembled for this project is comprised of individuals who have experience with compensation studies with Rehmann or throughout their career. In addition to Human Resources and Compensation Study experience we bring extensive public sector experience not just as a consultant but as public servant.

COMPENSATION STUDY

Objectives

Overall, we plan to evaluate your County's current compensation plan structure and recommend updates to the job classification and total compensation system based on a market analysis and internal comparisons.

Regarding the project objectives, it will be our intent to provide the information necessary so you may evaluate employee wages against benchmark comparisons based on current information. The resulting compensation report will enhance the organization's ability to recruit, retain, and motivate quality employees. To accomplish this, we will:

- Ensure there's a solid understanding of the specific duties and responsibilities of each position included in the study, based on the Counties job descriptions provided.
- Establish a competitive labor market and conduct a market survey of wages.
- Present wages, in a comprehensive and useful manner.
- Evaluate any individual's jobs for pay grade reclassification when needed based on the market results.
- Provide recommended specifications for implementing any suggested changes.
- Develop or revise a paygrade classification tool for use in implementing future salary increases.

In summary, it will be our intention to gather extensive market data, summarize this data in a meaningful way and use the results to develop recommendations for updating the compensation plan for Leelanau County, Michigan.

Our Approach

Our approach for achieving the objectives will incorporate several important overall rationales. Specifically:

- **Client-consultant communications will be a paramount consideration.** We will work closely with you to assure concurrence on the conduct, and the progress of the engagement, as it relates to thoroughness, scope and applicability.
- **Participation will be emphasized, thus assuring those positional duties are clearly understood and opportunity for input is provided.** To accomplish this, we may interview employees, leadership and any others to clarify roles in positions that require particular attention.

Project Work Plan

We will structure the project into the following specific phases:

Phase 1: Collect and Review Client Data

Meet and Refine the Work Plan

It will be our intention to work closely with Leelanau County to develop the classification and compensation system customized to your organization. Related, as a first step in the study process, we will meet with your selected representative(s) to:

- Further define, and logistically plan, our approach and work schedule
- Determine an approach for ongoing feedback
- Understand the organization's compensation philosophy
- Understand if there are critical key areas that must be reviewed first

Additional meetings will be scheduled at key junctures of the study process. These meetings will provide an opportunity to update status, share preliminary findings and solicit the input needed to guide the study.

Collect and Review Compensation-Related Documentation

Additionally, at project inception, we will collect and review relevant compensation information from the county, including existing job descriptions, incumbent census data, compensation-related personnel policies, the existing pay grade structures, copies of any union bargaining agreements/collective bargaining agreements, and all other information that will provide us with an understanding of classification and compensation issues as well as comparative compensation.

Review Job Descriptions

Your existing job descriptions will provide our consultants with a good overview of job duties and reporting relationships. Reviewing the job descriptions, we will focus on:

- Obtaining a broader definition of duties and responsibilities for all positions for purposes of market survey and possibly evaluating grade positioning.
- Should job descriptions need to be updated. A job analysis questionnaire will be sent to employees, verified by supervisors and revised accordingly.
- Clearly defining key duties, certifications, educational and experience factors, and any other unique variables, to be used to compare the positions to the labor market.

Phase 2: Gather, Organize and Analyze Survey Data

Gather Survey Data

Survey data will be collected from compensation survey reports acquired in cooperation with the County, as well as our subscription-based services, PayScale and Pay Factors to provide a thorough and comprehensive base of data for comparison.

Compensation information from other public entities may be acquired under the Freedom of Information Act if necessary and will be limited to no more than 5 comparables.

Develop Compensation Matrix

In addition to wages, we will build a matrix for gathering other relevant compensation data, such as:

- Wage components not reflected in base wages.

- Deeper review of any hard to fill positions.

Apply Survey Results and Establish Pay Ranges

Upon reviewing survey results and comparisons, we will compile the data and make recommended pay ranges. There will be more considerations than simple updates. There is a synergistic connection between the pay ranges including a particular percentile between each pay grade. In this situation, any changes to pay ranges must consider the overall impact. This and other related issues will be a subject of discussion before a recommend approach is finally developed.

Position Current Payrates within New Pay Ranges

The market data may identify some jobs and individuals that need adjustment. We will identify any such jobs and discuss our findings with the County. Suggestions may be made for pay changes and/or pay range levels. In formulating these recommendations, it will be important not to suggest changes that threaten the integrity of the overall pay grade structure.

- Application of delta/gap findings based on the County's compensation philosophy in comparison to benchmark data
- Include any bonus or incentive compensation benchmarking data compared to client bonus data, as applicable by role
- Review the County policies for recommended policy changes, identify resources to complete the changes, and develop guides to complete reclassification changes

Develop Job Evaluation System

Develop a position evaluation system that responds to ongoing requests for position changes. This system will consist of all of the necessary tools to make classification changes as future positions are added. This Evaluation system will include assessment instruments, scoring tables, evaluation forms, etc. and conform to the following:

- All legal requirements.
- Efficient for management to administer, maintain, and defend.
- Effectively and efficiently responds to organizational change.
- Support internal/external equity.
- Supports the concepts of equal pay for equal work, equal pay for similar work, and equal pay for comparable work.
- Provide an objective system for new positions to be incorporated; appropriate market adjustments to maintain the salary and benefit plan's competitiveness.
- Provide a classification system in electronic medium. Maintenance should include annual activities, as well as the process that Human Resources would use in the review of the classification of individual jobs, as needed.
- Rehmann will conduct this "point factor analysis" for each position.

We will compare similar positions in terms of scope and responsibility and identify job families with common organizational characteristics. Rehmann will then confirm and/or recommend changes to hierarchical order of jobs using the new evaluation system. Rehmann will utilize the following nine-point factor analysis:

- Factor 1 - Education/Skill
- Factor 2 - Supervisory Controls
- Factor 3 - Guidelines

- Factor 4 - Complexity
- Factor 5 - Scope and Effect
- Factor 6 - Personal Contacts
- Factor 7 - Purpose of Contacts
- Factor 8 - Physical Demands
- Factor 9 - Work Environment

This process also includes the review, revision or creation of related policies as necessary.

Phase 3: Develop and Present Final Report

At the conclusion of Phase 2, we will develop a comprehensive final written report and survey tool and present findings and overall project methodology. This will include:

- A written summation of all project methodologies.
- All summary results via the survey tool.
- A clear presentation of all comparison data for wage policies.
- Review of final report and survey tool delivery presentation to client
- Attend a meeting to present findings with the County Staff and an additional meeting to the County Commission.

Key Assumptions, Dependencies and Risks

Assumptions

- The project will consider/include 35-40 classifications based on the current the County positions document.
- Information will be provided by County.
- The grouping of salary ranges will be delineated by similar skills, knowledge and abilities (SKA) against the established the County tiers.
- Percentiles and median will serve as reference points for the analysis.

Dependencies

- Timely completion of any required job descriptions, access to comparables and the provision of current salary structure is requisite to completing an analysis of salary levels.
- Provision of an accurate organizational chart is requisite to completing an analysis of salary levels.
- County agrees to assist Rehmann by providing any compensation survey or research that they have access to.

Deliverables

- Point factor results, market comparables report, along with supporting documentation demonstrating decision points for recommended conclusions.
- Written and oral presentations to the County, as necessary, during the course of the study and preparation of the final report.

Timeline of Project Completion

Our initial estimated schedule of milestone dates and key tasks for implementation of the proposed plan is as follows:

DESCRIPTION	WEEKS
Results and analysis of data gathering phase	1-2 weeks
Draft of preliminary findings and recommendations	9 weeks
Detailed final report	3 weeks

EMPHASIS ON COMMUNICATION

Rehmann will initiate conversations with the County throughout the process to keep well-informed of business developments, so our team can offer proactive solutions and truly serve as a strategic business partner.

Internally, Rehmann will emphasize communication within and across functional service areas and between offices. This approach effectively leverages the knowledge and experience throughout the firm to provide the best solutions for your county.

PROFESSIONAL STANDARD

We will perform our services in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants ("AICPA"). Such services do not constitute an audit, review, or any other attestation service as those services are defined in AICPA literature applicable to such engagements.

The County assumes all management responsibilities; making all management decisions and performing all management functions; and for designating an individual with suitable skills, knowledge, and experience to oversee our consulting services outlined above. As part of this engagement, we do not perform management functions, make management decisions, or act or appear to act in a capacity equivalent to that of an employee.

YOUR INVESTMENT

Based on our understanding of the County needs, we estimate the hours and related fees for this compensation study and assessment tool as follows:

SERVICES	FEES
Phase I - Collect and Review Client Data	\$ 4,300
Phase II - Gather, Organize and Analyze Survey Data	12,600
Phase III - Develop and Present Final Report	3,500

Hours will be billed and invoiced monthly, based actual hours incurred, up to a maximum of \$20,400.

This assumes the scope of the compensation project does not change. All services dedicated to your organization, will be performed offsite with visits onsite as deemed necessary.

OUT OF POCKET EXPENSES

Fees for travel, lodging and mileage will be submitted upon pre-approval for any overnight stay required. Our special travel rates are \$60 per hour.

TRANSPARENT BILLING

All invoices received by the County will be detailed to ensure you have a clear understanding of the services being billed – if there’s anything left to question, our team will be there to address it.

If it is determined that services are required beyond the scope of the proposed engagement, we will discuss this with the County prior to beginning any work in order to ensure agreement on scope and fees, which will be determined based on the amount of professional time and the level of personnel required to complete the project.

EFFECTIVE USE OF TECHNOLOGY

Technology continues to evolve rapidly, allowing Rehmann to enhance our client experience. Many of our clients embrace a remote engagement approach and find it to be the most efficient and effective process for all involved. Whether the County desires to work in-person or remotely with our team, rest assured that Rehmann has the capability to seamlessly meet your needs no matter what is happening in the world. Our enhanced technology is convenient for clients. Rehmann’s electronic document request list allows for safe, efficient information transfer.

- Collaborative communication – associates use secure tools for video conferencing, presentations and phone calls
- Work from anywhere, anytime tools – a Virtual Private Network (VPN) enables Rehmann associates to access network data remotely, in a completely protected way
- Investment in backup technology to allow for consistent, reliable performance and availability

YOUR REHMANN TEAM

The core service team for the County will include individuals with extensive industry and technical knowledge. These individuals not only have the experience providing the services outlined in this proposal, but they also represent senior management of our firm. Our service philosophy guarantees significant involvement of our executives as part of each client relationship.

REHMANN CLIENT SERVICE PHILOSOPHY

One Team. One Focus. Your Success – Your Rehmann team will have the optimal combination of skills and experience to support your success. Your primary business advisor, principal **Elizabeth Williams, SPHR, SHRM-SCP**, will:

- Continually customize a cross-functional team tailored to your current needs that can help meet the County's goals and objectives for the future.
- Ensure we are meeting and exceeding your needs by identifying and bringing to your attention value added business solutions.
- Provide access to additional resources available within our firm and through our industry networks.

“With Rehmann’s client service philosophy nothing is more important than a timely response to your questions and concerns. We will not keep you waiting.”

In addition, various Rehmann professionals will be directly involved in the relationship and project, working together with each other and the County to achieve optimum efficiency. These professionals will be actively involved, listen to your needs and respond with suggestions.

All of the personnel assigned to your engagement have substantial experience providing consulting services to organizations like yours. Their qualifications mean the transition to our firm would proceed very smoothly, with minimal disruptions to your operations.

Throughout the year you can also expect an objective Rehmann advisor to serve as the County's client ambassador. Your client ambassador will ask for feedback on the quality of our service and about your experience as a Rehmann client to ensure we are doing all that we can to exceed your expectations.

The Rehmann client service delivery model ensures you will have direct access to all members of your Rehmann team.


Biographical resumes of each of the key team members are included on the following pages.



ELIZABETH WILLIAMS, SHRM-SCP, SPHR

PRINCIPAL

Human Resource Solutions

 248.458.7924

 elizabeth.williams@rehmann.com

 **Adrian College**
Bachelor of Arts

CURRENT ROLE

As a strategist and thought leader, Elizabeth collaborates with Rehmann leaders, drives the growth of the HR solutions practice, leads Rehmann's team of consultants and impacts her client organizations through progressive human capital strategies.

Elizabeth is based in Rehmann's Troy office, with a presence in the Grand Rapids location as well.

SERVICE AREAS

- Human resource consulting and outsourcing
- Leadership coaching and training
- Strategic planning

EXPERIENCE

Prior to joining Rehmann, Elizabeth led the corporate HR strategy within a private equity firm in the defense contract space, harmonizing HR processes in their portfolio of companies across the US, while conducting due diligence for new acquisitions to integrate into the corporation.

With more than 20 years of experience, her breadth and depth of experience span the full scope of human resources management, including training and organizational development, recruitment, union labor relations, benefits and compensation plan designs, company culture change and employee engagement, investigative behavioral analysis, executive coaching, as well as due diligence with mergers and acquisitions on both sides of the process.

Elizabeth has held HR leadership roles in privately held, publicly traded and private equity firms, and also has global HR experience. Her prior years of consulting include advising family-owned businesses and work in many industries, such as insurance agencies, medical offices, aerospace, public relations, news and media, mortgage and professional services firms and many manufacturing environments.

A CLOSER LOOK


- Elizabeth serves as the 2022 president on the Board of Directors for Greater Ann Arbor SHRM.
- Elizabeth is a speaker and panelist on a wide variety of HR topics and has written several leadership training workshops.

“My primary focus is to provide a customized, collaborative experience for my clients. We create a solid foundation of support by building a strong HR infrastructure, so clients can focus on their key business initiatives.”



KERREEN CONLEY

SENIOR MANAGER
Human Resource Solutions

 734.302.4118

 kerreen.conley@rehmann.com

 **Central Michigan University**
BS, business administration

Eastern Michigan University
Master of Human Resources and
Organization Development
Master of Business Administration

CURRENT ROLE

Kerreen is people-focused, providing leadership, management and strategic input on broad HR initiatives which cultivate positive and results-driven work cultures. Kerreen helps to ensure that Rehmann's valued clients have operational controls, administrative and reporting procedures, and people systems in place to effectively meet business needs of a wide range of industries. Her passion for fostering strong employee relations and aligning corporate strategies positions Rehmann's clients for success.

Kerreen is also a part of Rehmann's Public Sector Workgroup, sharing her public sector knowledge with other Rehmann associates.

SERVICE AREAS

- Human resource consulting and outsourcing
- Client relations
- Employee and labor relations
- Employee engagement and development
- Policy administration and compliance
- Performance management
- Process improvement
- Executive recruiting


EXPERIENCE

Prior to joining Rehmann Kerreen served as the Head of Human Resources with experience in executive recruiting, performance management, benefit administration, employee engagement and the negotiation of employee and labor agreements. With more than 25 years in employee and labor relations, Kerreen also has experience investigating and resolving complex employee and labor relation issues.

She has successfully led organizational change efforts in complex organizations resulting in increased employee productivity, operational efficiency, award winning compliance and increased customer satisfaction.

A CLOSER LOOK


- Dedicated to her own and others continuing education, Kerreen has presented at both local and national conferences on "Re-Defining Roles, Re-Engaging Employees and Reducing Cost", and "How to Get a Seat at the Table".
- Kerreen is certified in and has trained other executives in Ken Blanchard's Situational Leadership (SLII).
- Kerreen is a member of the National Society of Human Resources Management and the Michigan Public Employee Labor Relations Association (MPELRA).

 We take pride in developing strong relationships with clients based on trust and transparency. We deliver quality service by listening to their needs and exceeding their expectations.



KATIE STEWART, MA, PHR, SHRM-CP

SENIOR MANAGER
Human Resource Solutions

 616.301.6305

 katie.stewart@rehmann.com

 **Chicago School of Professional Psychology**
MA, industrial/organizational psychology

CURRENT ROLE

Katie provides her clients with what they need most, whether that is as big as full-service human resource support or as small as offering her knowledge on human resource related inquiries.

Katie serves clients across a wide variety of industries including healthcare, cannabis, manufacturing, professional services, franchisees and food production. Her clients have ranged in size from less than 10 employees to more than 2,000 employees.

SERVICE AREAS

- Human resource consulting and outsourcing
- Client relations
- Employee retention, growth and engagement
- Human resource department structuring
- Compliance
- Leadership coaching and training

EXPERIENCE

Katie joined Rehmann in 2022 after having worked in the human resource consulting industry since 2008. She partnered with small to mid-sized businesses to provide human resource outsourcing, benefits administration, payroll and risk management.

Katie's experience also includes working in unionized environments, successfully supporting clients through immigration audits, assisting with the setup of client's full human resource infrastructure and navigating clients through the ever-changing employment law landscape.

A CLOSER LOOK

- Dedicated to her client's success, Katie holds her Coaching Certificate and is a Certified Labor Relations Leader.
- Katie is an active member of the Human Resources Group of West Michigan (Local SHRM Chapter) and has been invited as a speaker to multiple Michigan and Illinois State SHRM Conferences.


“I value getting to know my client's business and understanding their industry, culture and leadership styles, so I'm able to recommend best practices that will fit within their business environment.”



JENNIFER TALWAR, PHR, SHRM-CP

MANAGER

Human Resource Solutions

 248.458.7886

 jennifer.talwar@rehmann.com

 **Oakland University**
BS, human resources development

Wayne State University
MA, employment and labor relations

CURRENT ROLE

Jennifer serves as an advisor to small to mid-sized companies, providing talent management, immigration coordination, safety support, benefits administration, payroll, training and compliance. Her focus on developing a deep understanding of her clients' human resources needs, along with a thorough knowledge of their business model and culture, enables her to recommend policies and procedures customized for their company.

SERVICE AREAS

- Employee relations
- Policy administration and compliance consulting
- Recruiting
- Human resource consulting and outsourcing
- Compensation surveys

EXPERIENCE

Prior to joining Rehmann in 2019, Jennifer was a human resources business partner with QuadWest Associates, LLC, which combined with Rehmann to offer an expanded level of service. Jennifer brings over 20 years of experience in human resources in a broad range of industries, including manufacturing, automotive, health care and the staffing industry.

A CLOSER LOOK

- Clients rely on Jennifer for her in-depth knowledge of employment law and administration and how it may impact their organization's policies and procedures.
- Jennifer maintains her Professional in Human Resources Certification (PHR), demonstrating her knowledge and practical experience in human resource management, in addition to the Society Human Resources Management, Certified Professional (SHRM-CP) certification.
- With experience in both union and non-union settings, Jennifer is knowledgeable about the legal compliance and dispute resolutions issues unique to those environments.
- Jennifer's experience as a corporate HR manager and as a consultant serving a wide variety of clients gives her a well-rounded perspective that enables her to leverage best practices and provide proactive ideas.

“I truly enjoy working with clients to support their goals and develop and enhance their HR practices.”

REFERENCES FOR SIMILAR PROJECTS

We invite you to contact our clients directly and ask about our people, capabilities and service. Below are several engagements that are similar to the County's engagement.

Bonita Bay Community Association, Inc.

3451 Bonita Bay Blvd.
Bonita Springs, FL 34134

Celia Seifert

Director of Community Services
239.495.811

Services Provided: Position Benchmarking, analysis, plan design, strategy and recommendations for program administration, written standards, policies and procedures, based on an employee population and positions of at least 120.

AuSable Valley Community Mental Health

511 Griffin Rd.
West Branch, MI 48661

Diane Pelts

Chief Executive Officer
989.362.8636, Ext. 1248

Services Provided: Position Benchmarking, analysis, plan design, strategy and recommendations for program administration, written standards, policies and procedures, based on an employee population and positions of at least 120.

Southwest Solutions

5716 Michigan Ave.
Detroit, MI 48210

Michelle Sherman

Chief Financial Officer/Chief Operating Officer
313.481.310

Services Provided: Position Benchmarking, analysis, plan design, strategy and recommendations for program administration, written standards, policies and procedures, based on an employee population and positions of at least 120.

Rehmann Overview

OFFICE LOCATIONS

Ann Arbor, MI	734.761.2005
Bonita Springs, FL	239.992.6211
Cheboygan, MI	231.627.3143
Detroit, MI	313.202.7400
Farmington Hills, MI	248.579.1100
Grand Rapids, MI	616.975.4100
Grandville, MI	616.222.9200
Jackson, MI	517.787.6503
Jupiter, FL	561.694.1040
Lansing, MI	517.316.2400
Muskegon, MI	231.739.9441
Saginaw, MI	989.799.9580
Stuart, FL	772.283.7444
Toledo, OH	419.865.8118
Traverse City, MI	231.946.3230
Troy, MI	248.952.5000
Vero Beach, FL	772.234.8484

At Rehmann, we combine our knowledge and experience to resolve the challenges our clients face. We provide forward-thinking solutions and immerse ourselves into our client's business. At the end of the day, we help our clients achieve their goals.

PROFESSIONAL SERVICE LINES

Advisory & Tax and Assurance

- Tax advisory, compliance and preparation
- Specialized tax focus (R&D, SALT, international, cost segregation, M&A, estate & trust)
- Assurance and financial reporting
- Strategic business planning and advisory

Managed Services and Outsourcing Solutions

- Finance and accounting solutions
- Technology solutions (managed security, IT, cloud and networks)
- Human resource solutions

Specialized Consulting

- Corporate investigations and security
- Business valuation
- Turnaround, restructuring and insolvency
- Litigation support

Wealth Management*

- Asset management and financial planning
- Risk analysis and evaluation of insurance coverage
- Planning and analysis for retirement, estate and education savings

 Founded in
1941

138  **850+**
Number of principals Number of associates

 **170.4 million**
Total revenue in 2021

INDUSTRIES SERVED

Rehmann serves a wide range of clients. A full list of industries can be found on rehmann.com.

- Manufacturing
- Healthcare
- Private Equity
- Individuals & Private Households
- Financial Services
- Construction
- Not-for-Profit
- Commercial
- Government
- Education
- Cannabis

HLB INTERNATIONAL

Rehmann is an independent member of HLB, the global advisory and accounting network. Founded in 1969, HLB is a global network of advisory and accounting firms. Their commitment to quality and excellence has been the driving force in helping clients grow across borders, offering audit and assurance, tax and a wide range of advisory services. Learn more at <https://www.hlb.global/>.

*Securities offered through Rehmann Financial Network, LLC, member FINRA/SIPC. Investment advisory services offered through Rehmann Financial, a Registered Investment Advisor.

NEXT STEPS

Thank you for the opportunity to propose services to the County. We are confident Rehmann will meet and exceed your expectations. Please contact us with any questions you may have.

Elizabeth Williams, SHRM-SCP, SPHR | 248.458.7924 | elizabeth.williams@rehmann.com



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Rehmann
EMPOWER YOUR PURPOSE

EXECUTIVE DOCUMENT SUMMARY

Department: Equalization	Submittal Dates
Contact Person: <u>Andrew Giguere</u>	<input checked="" type="checkbox"/> Executive Board: <u>09-13-2022</u>
Telephone No.: <u>231-256-9823</u>	<input checked="" type="checkbox"/> Regular Session: <u>09-20-2022</u>

Source Selection Method	VENDOR: _____
<input type="checkbox"/> Select One	Address: _____
<input checked="" type="checkbox"/> Other: <u>L-4029</u>	Phone: _____

Budgeted Amount: _____	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>L-4029</u>

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements
<p>The 2022 L-4029 Tax Rate Request must be completed and submitted to the Equalization Department on or before September 30, 2022. The L-4029 must be signed by the Clerk and the Chairperson.</p>
<p>Suggested Recommendation: Motion: Approve a millage rate that does not exceed the maximum allowable millage levy (column 9) and place that millage rate in column 10 as the millage rate requested to be levied Dec 1 and return L-4029 to the Equalization Department.</p>

Department Head Approval: Andrew Giguere Digitally signed by Andrew Giguere
Date: 2022.08.22 09:03:02 -04'00' Date: 8-22-2022

2022 Tax Rate Request (This form must be completed and submitted on or before September 30, 2022)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes Leelanau County	2022 Taxable Value of ALL Properties in the Unit as of 5-23-2022 3,317,449,286
Local Government Unit Requesting Millage Levy Leelanau County	For LOCAL School Districts: 2022 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2022 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2022 Current Year "Headlee" Millage Reduction Fraction	(7) 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
ALLOC	OPER	NOV-69	6.2000	3.3988	0.9880	3.3580	1.0000	3.3580	3.3580		Indefin
Voted	Road	08-02-22	0.5000	0.5000	1.0000	0.5000	1.0000	0.5000			12-02-23
Voted	Senior	08-04-20	0.3200	0.3173	0.9880	0.3134	1.0000	0.3134			12-02-23
Voted	Early Childhood	11-05-19	0.2530	0.2488	0.9880	0.2458	1.0000	0.2458			12-02-24

Prepared by Andrew Giguere	Telephone Number (231) 256-9823	Title of Preparer Deputy EQ Director	Date
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2022 for instructions on completing this section.	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

<input checked="" type="checkbox"/> Clerk	Signature	Print Name MICHELLE L. CROCKER	Date
<input type="checkbox"/> Secretary			
<input checked="" type="checkbox"/> Chairperson	Signature	Print Name TY WESSELL	Date
<input type="checkbox"/> President			

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Instructions For Completing Form 614 (L-4029) 2022 Tax Rate Request, Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

Column 1: Source. Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

Column 2: Purpose of millage. Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2022 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

Column 3: Date of Election. Enter the month and year of the election for each millage authorized by direct voter approval.

Column 4: Millage Authorized. List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

Column 5: 2021 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The **2021** permanently reduced rate can be found in column 7 of the **2021** Form L-4029. For operating millage approved by the voters after April 30, 2021, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 6: Current Year Millage Reduction Fraction. List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2022 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2022 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2022. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

Column 7: 2022 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. The number in column 7 is found by multiplying column 5 by column 6 on this 2022 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization). List the millage rollback fraction for 2022 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2022. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

Column 9: Maximum Allowable Millage Levy. Multiply column 7 (2022 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

Column 10/Column 11: Millage Requested to be Levied. Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2022. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004, regarding the change in the collection date of certain county taxes.

Column 12: Expiration Date of Millage. Enter the month and year on which the millage will expire.

EXECUTIVE DOCUMENT SUMMARY

Department: Information Technology Contact Person: <u>Liana Wilson</u> Telephone No.: _____	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 09/13/2022
Source Selection Method	VENDOR: <u>SafetyNet</u> Address/ Phone: _____
<input type="checkbox"/> Quotation <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>636-970.000</u>	

Budgeted Amount: _____	\$ 55,000.00	Contracted Amount: _____	\$ 68,141.00
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Document Description	
<input checked="" type="checkbox"/> Capital Purchase	<input type="checkbox"/> Other _____

<input checked="" type="checkbox"/>	Request to Waive Board Policy on Bid Requirements
<p>Requesting approval to purchase a new server with VMWare software and installation from SafetyNet. This new server will replace several end-of-life and out of warranty servers and provide a high availability solution. This new server will also have the capacity to host other servers allowing for future growth. This quote also includes all the required software and licensing and additional data storage. A server dedicated to running the backups and provides off-site backup storage in the Azure cloud.</p> <p>This project will complete the second phase of a server consolidation plan that began in 2021.</p> <p>This plan was developed with SafetyNet in 2021 and completes the second part of the project. This proposal provides for a redundant server environment which should greatly reduce the possibility of a system failure.</p> <p>Funds would come from Data Processing Fund #636.</p>	
Suggested Recommendation:	I move to recommend that the Board of Commissioners waive its policy on bid requirements and approve the purchase of a VMWare server, software and installation from SafetyNet in the amount of \$68,141.00, with funds to come from Data Processing Fund #636.

Department Head Approval: _____



Digitally signed by Liana Wilson
Date: 2022.09.02 13:24:14
-04'00'

Date: _____

Laurel Evans

Subject: FW: Server Infrastructure and Backup project Phase II

From: Jeff Fulton | Safety Net <jfulton@SafetyNet-Inc.com>
Sent: Tuesday, September 6, 2022 9:28 AM
To: Chet Janik <cjanik@leelanau.gov>; Liana Wilson <lwilson@leelanau.gov>
Subject: Server Infrastructure and Backup project Phase II

Some background given Ron P. is no longer here

In 2021, Ron, Safety Net engineering and myself worked on project plans to remediate the infrastructure deficiencies in the counties IT infrastructure. Multiple systems were identified as deficient including aging and problematic public WiFi, Backup systems and services, Battery Backup (UPS) systems, redundancy in services and networking and out of warranty and support server infrastructure. We prioritized the projects needed, and the most pressing project was the server infrastructure.

7 servers were identified as older than the industry standard of 6 years (one being 10. 6 years old), 3 out of warranty and 2 expiring soon, 5 with soon to be expired operating systems, and none with any redundancy in place. These servers all run critical county services.

A project was created to replace the aging hardware, virtualize the servers, migrate to current operating systems, add HA (High Availability (Redundancy)) and improve the backups and offsite replication. Given the current budget in place, we broke the project into 2 phases. Phase I was completed last year using the \$20k budget in place, and Phase II was budgeted for this year (2022) for \$70K.

The current provided quote (\$68,141.00) and attached project plan will complete Phase II of the server infrastructure project. These changes will set the county with a more modern and supportable platform for the next 5-7 years, providing higher redundancy, better backup and replication, lower power and cooling requirements, and a more secure solution.

The additional identified deficiencies from 2021 will be built out as projects, quoted and brought before the budget committee for prioritizations going forward.

Thanks

Jeff

**Jeff Fulton | CBCP - Cert Bus Continuity Prof, Six Sigma Certified Green Belt
fCIO | Safety Net**

Register Now For [SNetCON 2022 - A Cyber Symposium](#)

Office Direct: 231-346-4125 Mobile: 914-299-4668 | jfulton@SafetyNet-Inc.com | Main: 231-944-1100 | Fax: 231.922.9330

Great businesses deserve great IT

 Safety Net

www.safetynet-inc.com

We have prepared a quote for you

Phase II - New vHost extra SAN storage and Backup System

Quote # 014936

Version 1

Prepared for:

Leelanau County

Liana Wilson

lwilson@leelanau.gov



Statement of Work

- We will install an ME412 SAN expansion enclosure, attached to the ME4012 SAN. We will add 4 8TB drives to the SAN and 4 8TB drive to the ME412 expansion enclosure. We will add the additional storage to the existing SAN pools.
- We will install two (2) SAN switches, cable and configure for high availability.
- We will install a new host server, LEELANAU-VM4, load VMware and configure.
- We will build a new virtual server, LEELANAU-ROD2, and work with the vendor to move necessary services from LEELANAU-ROD to the new virtual server. The time to work with the vendor is an estimate.
- We will build a new virtual server, LEELANAU-FS3, and migrate all data from LEELANAU-FS2 to it.
- We will build a new virtual server, LEELANAU-DB4, and work with vendors to point their line-of-business applications to the new server. The time to work with the vendors for this purpose are estimates.
- We will build and install a new physical backup workstation, update the backup agent software on all servers, and run initial backups.
- We will stand up a new Azure tenant, create a backup replication server and replicate data from the new premise backup system to Azure.
- We will work with the phone vendor BSB to migrate the MICOLLAB and vMBG systems to new virtual appliances. The time to work with the vendor is an estimate.
- We will provide follow-up support.

Hardware

Product Description	Price	Qty	Ext. Price
Dell EMC PowerEdge R450 2U Rack-mountable Server - 1 x Intel Xeon Silver 4314 2.4G, 16C/32T - 96 GB RAM - 2x480 GB SSD - 4x10Gigabit Ethernet - 7 Year Prosupport NBD Warranty	\$7,600.00	1	\$7,600.00
HPE OfficeConnect 1950 12XGT 4SFP+ Switch - 12 Ports - Manageable - 10 Gigabit Ethernet - 10GBase-T, 10GBase-X - 3 Layer Supported - Modular - Twisted Pair, Optical Fiber - Rack-mountable	\$1,500.00	2	\$3,000.00
Dell 8TB Hard Drive SAS ISE 12Gbps 7.2K RPM 512e 3.5in Hot-plug	\$555.00	4	\$2,220.00
Dell EMC ME412 Storage Expansion Enclosure w/4 8TB HDD 7.2K 512e NL-SAS12 3.5	\$9,980.00	1	\$9,980.00
Dell Precision 7920 : Description SKUCPU Heatsink 338-BMIZIntel Xeon Bronze 3204 1.9GHz,(6C, 9.6GT/s 2UPI, 8.25MB Cache, (85W) DDR4-2133 1st) 338-BSNDCPU Filler panel 370-ADSJ	\$7,630.00	1	\$7,630.00

Subtotal: \$30,430.00

Licenses

Product Description	Price	Qty	Ext. Price
VMware vSphere Essentials Plus Kit - (v. 7) - upgrade license - 3 hosts - upgrade from VMware vSphere 7 Essentials	\$4,527.00	1	\$4,527.00
VMware Support and Subscription Production - Technical support - for VMware vSphere Essentials Plus Bundle (v. 7) - emergency phone consulting - 1 year - 24x7 - response time: 30 min	\$1,156.00	1	\$1,156.00
WINDOWS SERVER 2022 STANDARD - 2 CORE PACK	\$134.00	32	\$4,288.00
Subtotal:			\$9,971.00

Services

Product Description	Price	Qty	Ext. Price
Phase I - Prepare New Environment	\$3,700.00	1	\$3,700.00
Phase II - Migrate Servers	\$7,000.00	1	\$7,000.00
Phase II - Migrate Servers (LOB Migrations) - Estimate	\$195.00	30	\$5,850.00
Phase III - Create Backup Server	\$3,300.00	1	\$3,300.00
Phase IV - Azure Public Cloud Deployment	\$4,600.00	1	\$4,600.00
Phase V - Phone System Migration - Estimate	\$195.00	12	\$2,340.00
Phase VI - Follow-Up Support and Documentation	\$950.00	1	\$950.00
Subtotal:			\$27,740.00

Phase II - New vHost extra SAN storage and Backup System



Prepared by:

Safety Net

Jeffrey Fulton
 (231)346-4125
 Fax (231) 922-9330
 jfulton@safetynet-inc.com

Prepared for:

Leelanau County

8527 E. Government Center Dr.
 Suite 101
 Suttons Bay, MI 49682
 Liana Wilson
 (231) 256-8105
 lwilson@leelanau.gov

Quote Information:

Quote #: 014936

Version: 1
 Delivery Date: 09/02/2022
 Expiration Date: 10/03/2022

Quote Summary

Description	Amount
Hardware	\$30,430.00
Licenses	\$9,971.00
Subtotal w/ Tax: \$40,401.00	

Description	Amount
Services	\$27,740.00

Payment Options


Description	Payments	Interval	Amount
Due at Completion			
Final Payment	1	One-Time	\$68,141.00

Summary of Selected Payment Options

Description	Amount
Due at Completion: Final Payment	
Total of Payments	\$68,141.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Safety Net

Signature: 
Name: Jeff Fulton
Title: VP Strategic Accounts & fCIO
Date: 09/02/2022

Leelanau County

Signature: _____
Name: Ty Wessell, Chairman
Date: _____



Terms and Conditions

1. The terms of this proposal are confidential and shall not be shared with anyone other than employees or agents of Client.
2. The pricing quoted in this proposal is only valid for 30 days from the date of the quote.
3. If multiple services are quoted, services may be billed as each service is completed. Client agrees that all sums due Safety Net shall be paid in full upon invoice. In the event said sums are not paid when due, Client agrees to pay Safety Net a service charge at the rate of 1.5% per month or 18% per year, upon all past due balances.
4. For equipment and software that must be purchased from third parties, Client agrees to deposit readily available funds with Safety Net in an amount equal to 75% of the purchase amount prior to the submittal of the order.
5. Client agrees to pay Safety Net a service charge of \$25.00 for each check returned from Client's bank account, and shall pay the full amount of the returned check, as well as the service charge, in cash or with certified funds within forty-eight (48) hours.
6. In the event the account becomes delinquent and is submitted for collection, Client agrees to pay attorney fees, court costs, disbursements and actual out-of-pocket expenses incurred as a consequence of the delinquent account.
7. If applicable, Client agrees to prepare site for installation of any equipment prior to arrival of technicians. Equipment areas must have network cabling, electrical wiring and counter preparation, including a clean workspace and drilling of holes necessary for cables. If installation is delayed or rescheduled because environment is not ready, additional service hours may be required and will be due Safety Net. Cables, extension cords, power strips and other miscellaneous materials will be billed as they are consumed throughout project.
8. If Client needs to return a product quoted here, and it is not defective, Safety Net will try to accommodate. Client agrees that any returns shall be subject to the approval of the originating wholesaler or manufacturer of the product. If approval is granted, a restocking fee of 15% of the purchase price may apply. Client requests for returns must be received to billing@safetynet-inc.com within 15 days of receipt of product. Professional services are non-refundable.
9. As part of this proposal Safety Net may, at client's option, take away decommissioned equipment for disposal. As part of this disposal service, Safety Net will ensure data drives are cleared of information. Equipment will either be scrapped or resold into the aftermarket. Any potential value is minimal and has already been factored into the pricing of this proposal.
10. Pricing reflects a cash discount of 3%. Client may elect to pay by credit card; however, this discount will not apply.

**ENGINEERS ESTIMATE OF PROBABLE REPLACEMENT COSTS
FOR LELAND DAM (LELAND RIVER)
LELAND - LEELANAU COUNTY, MICHIGAN
August 10, 2022**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total Amount
<u>MISCELLANEOUS ITEMS</u>					
1.	1	Lsum	Mobilization	\$ 300,000	\$ 300,000
2.	1	Lsum	Dewatering/Water Bypass Control/ Temporary Cofferdams	\$ 380,000	\$ 380,000
3.	1	Lsum	Soil Erosion & Sedimentation Control	\$ 40,000	\$ 40,000
Sub-Total Miscellaneous Items -----					\$ 720,000
<u>DAM STRUCTURE AND CONTROLS</u>					
4.	1,400	Sq. Ft.	Steel Sheeting Cutoff Wall	\$ 60	\$ 84,000
5.	500	Sq. Yd.	Subgrade Preparation and Compaction	\$ 30	\$ 15,000
6.	900	Cu. Yd.	Concrete - Bay 1-4 Complete (Formed & Placed w/ Steel Reinf)	\$ 2,000	\$ 1,800,000
7.	1	Lsum	Hydraulic Actuator System w/ Controls - Complete (Bay #4)	\$ 150,000	\$ 150,000
8.	1	Lsum	Adjustable Weir Crest - Complete (Bay #2&3)	\$ 160,000	\$ 160,000
9.	1	Lsum	4 Stop Logs and Guides (Aluminum, 12.5' x 3" x 6" +/-) (Bay #1)	\$ 25,000	\$ 25,000
10.	1	Lsum	Monitoring, Controls, Communication, SCADA, Sensors, Etc.	\$ 15,000	\$ 15,000
11.	1	Lsum	General Electrical/ Lighting/ Power to Site	\$ 10,000	\$ 10,000
12.	500	Sq. Ft.	Walkway (Includes Grating, Structural Support, Railing)	\$ 120	\$ 60,000
13.	300	Ton	Heavy Riprap at Toe of Spillways	\$ 150	\$ 45,000
14.	1	Lsum	Marker Buoys and Cable with Anchors	\$ 2,000	\$ 2,000
Sub-Total Dam Structure and Controls -----					\$ 3,086,000
Total Construction Cost (Appurtenant Works) -----					\$ 3,386,000
Contingency (+/- 10%) -----					\$ 364,000
Total Construction Cost with Contingency (Appurtenant Works) -----					\$ 3,750,000
Engineering - Survey, Design, and Permitting (+/- 10%) -----					\$ 340,000
Engineering - Bidding, Staking, Inspection, and Construction Oversight (+/- 10%) -----					\$ 340,000
Administrative - Legal, Financing, etc. -----					\$ 170,000
TOTAL PROJECT ESTIMATE (APPURTENANT WORKS) -----					\$ 4,600,000

NOTE: ENGINEERS ESTIMATE OF PROBABLE COSTS WAS PREPARED FOR REPLACEMENT OF APPURTANENT WORKS PER MMRMA'S DAM VALUE INSTRUCTIONS. QUANTITIES WERE ESTIMATED BASED ON AVAILABLE PLANS FROM PREVIOUS CONSTRUCTION PROJECTS ON THE DAM WITH ASSUMPTIONS FOR ITEMS NOT SHOWN ON THE PLANS. UNIT PRICES WERE ESTIMATED BASED ON RECENT BIDS COLLECTED FOR SIMILAR WORK COMPLETED ON OTHER PROJECTS AND ENGINEERING JUDGEMENT. THIS ESTIMATE DOES NOT ACCOUNT FOR ANY DEFICIENCIES THAT MAY BE PRESENT FOR THE SPILLWAY CAPACITY OR DESIGN AS A RESULT OF UPDATED REGULATIONS AND HYDROLOGY DATA.

RECEIVED

AUG 16 2022

**LEELANAU COUNTY
ADMINISTRATOR**

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Parks & Recreation</u> Contact Person: <u>Steve Christensen</u> Telephone No.: <u>231-256-8263</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 09/13/2022
Source Selection Method <input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>n/a</u> Account Number (Funds to come from): _____	VENDOR: <u>n/a</u> Address/ Phone: _____

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

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

Request to Waive Board Policy on Bid Requirements

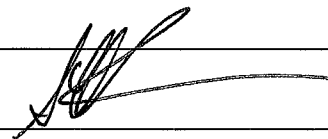
Two separate entities have expressed an interest in purchasing and/or utilizing park property within the Myles Kimmerly County Park, specifically the northwest corner of the park, which is adjacent to the 4-H area (map is attached).

Both Kasson and Cleveland townships would like to purchase a portion to erect a new fire station; the Glen Lake Community School District is interested in creating ball fields in that same location (drawing is attached).

Counsel was asked to provide an opinion on whether park land could be sold (see attached correspondence). Over the last few months, the Parks and Recreation Commission has been discussing the issue at length (May 26, 2022, and June 1, 2022, meeting minutes are attached). They met on September 7 and approved the following recommendation:

The Parks and Recreation Commission recommends to the Leelanau County Board of Commissioners to continue to preserve and maintain Myles Kimmerly Park, Old Settlers Park, and Veronica Valley Park as dedicated park land, as outlined in the following County Board Resolutions:
1995-005 (resolution granting use of Myles Kimmerly Park to MSUE 4-H)
2000-005 Parks Perpetuity

Suggested Recommendation:

Department Head Approval:  _____ Date: 09/08/2022

Myles Kimmerly Park

Kasson Township, Leelanau County



Aerial Imagery - Spring, 2021

1 inch = 350 feet

 MSU-E Leased Property  Current Park Boundary  Other Parcels

LEELANAU COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION - TUESDAY, APRIL 18, 1995

RESOLUTION NO. 95 - 15

WHEREAS, the Leelanau County Michigan State University Extension 4-H having presented a comprehensive plan to this Board addressing the proposed use of real property located West of the Myles Kimmerly Park;

WHEREAS, this property is more particularly described as:

W 1/2 of SE 1/4 & W 1/2 of E 1/2 OF SE 1/4 EXC THAT PART OF
W 1/2 OF SE 1/4 LYING N OF CO RD 616 & E OF PERSZYK RD SEC 4
T28N R13W. (SEE ATTACHED).

WHEREAS, Leelanau County Michigan State University Extension 4-H has historically made excellent use of Myles Kimmerly Park for the benefit of youth in Leelanau County:

NOW, THEREFORE, BE IT RESOLVED, that the County of Leelanau hereby grants use of the above-described property to the Leelanau County Michigan State University Extension 4-H for a period of thirty (30) years, or so long as the Leelanau County MSU Extension/4-H program remains viable. Such use includes authority to construct buildings, barns and/or other structures amenable to the use as a 4-H function;

FURTHER, BE IT RESOLVED, that Leelanau County MSU Extension 4-H shall hold Leelanau County harmless from any liability stemming from construction and/or 4-H use of the said property;

FURTHER, BE IT RESOLVED, that Leelanau County shall not be financially responsible for any costs occasioned by the construction, maintenance, and/or use of said property.

FURTHER, BE IT RESOLVED, this be subject to approval of County Planning and Township zoning authorities.

MOTION BY LAUTNER TO ADOPT THE RESOLUTION. SUPPORT OLSON.
AYES - 5 NAYS - 0 MOTION CARRIED.



STATE OF MICHIGAN 95
County of LEELANAU

I, Dorothy L. Wunderlich

Clerk of said County & Clerk of Circuit Court for said County, the same being a Court of record having a seal, do hereby certify that the above is a true copy of the Record now remaining in my office. and of the whole thereof

IN TESTIMONY WHEREOF, I have hereto set my hand & affixed the seal of the Circuit Court the 18th day of April 1995

Dorothy L. Wunderlich Clerk
Deputy



County of Leelanau

Excerpt
LEELANAU COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION – TUESDAY, NOVEMBER 21, 2000

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

Meeting called to order at 7:05 p.m. by Chairman Watkoski.
Pledge of Allegiance led by Chairman Watkoski.

Roll Call:	District #1 – Wayne L. Wunderlich	PRESENT
	#2 – Richard A. Schmuckal	ABSENT
	#3 – Jean I. Watkoski	PRESENT
	#4 – Melinda C. Lautner	PRESENT
	#5 – Bernard U. Glettler	PRESENT

RESOLUTION #2000 – 15 PARKS PERPETUITY

Whereas Leelanau County is the owner of two recreational facilities known respectfully as Old Settler’s Park and Myles Kimmerly Park, and,

Whereas the Leelanau County Parks and Recreation Committee recommend and unanimously support the continuation and preservation of said parks for future generations to enjoy, and,

Whereas the Leelanau Board of County Commissioners is responsible for the maintenance and operation of all county parks, therefore,

BE IT RESOLVED, that all of Old Settler’s Park and that portion of county owned property known as Myles Kimmerly Park south of County Road 616, be dedicated into perpetuity as public lands for the purpose of providing opportunities for recreation for all to enjoy, subject to the rules and regulations as recommended from time to time by the Park and Recreation Committee and adopted by the Leelanau County Board of Commissioners

MOTION BY WUNDERLICH THAT THE RESOLUTION TO PLACE OLD SETTLER’S PARK AND MYLES KIMMERLY PARK, SOUTH OF COUNTY ROAD 616, INTO PERPETUITY FOR RECREATIONAL PURPOSES BE APPROVED. SUPPORT GLETTLER.

AYES – 3 NO – 1 (LAUTNER) ABSENT – 1 (SCHMUCKAL)

MOTION CARRIED.

State of Michigan
County of Leelanau

I, Michelle L. Crocker, Clerk of said County and Clerk of Circuit Court for said County, the same being a Court of record having a seal, do hereby certify that the above is a true copy of the Record now remaining in my office and of the whole thereof. In Testimony whereof, I have hereto set my hand and affixed the seal of the Circuit Court the 25th day of October 2004.


Michelle L. Crocker, Leelanau County Clerk

From: [Matt Nordfjord](#)
To: [Laurel Evans](#); [Jennifer Grant](#)
Cc: [Tim Perrone](#); [Chet Janik](#)
Subject: RE: Road clarification - Opinion Request - Leelanau County Parks
Date: Wednesday, June 1, 2022 1:26:30 PM

Hi Laurel –

We will need to see the deed before reaching a final opinion here; however, there is generally no statutory bar to the County disposing of County-owned park property.

The 2000 Resolution holding the property as recreational property in perpetuity is likely not binding on a future Board, and could be rescinded by a future Board.

The 1995 Resolution granting use to MSU Extension may also be rescinded, but if there is a lease or other formal grant of use, then the agreement may need to be amended to allow for the conveyance.

The recorded Deed to the property should be reviewed for reference to any restrictions as to use, e.g., park uses only. Depending on whether the grant was more than 30 years ago may make a difference in the enforceability of any restrictions.

Also, if the County accepted State grant funding for the park, there could be restrictions as to disposal of the park property affected by the grant.

Thanks,

--

Matt Nordfjord, Shareholder
Cohl, Stoker & Toskey, PC
601 N Capitol Ave.
Lansing, MI 48933
Ph: [\(517\) 372-9000](tel:(517)372-9000)
Fax: [\(517\) 372-1026](tel:(517)372-1026)

This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary, attorney work-product or attorney-client privileged. If this information is received by anyone other than the named addressee(s), the recipient should immediately notify the sender by E-MAIL and by telephone(517-372-9000) and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). Thank you.

From: Laurel Evans <levans@leelanau.gov>

Sent: Wednesday, June 1, 2022 11:53 AM
To: Jennifer Grant <jgrant@leelanau.gov>
Cc: Matt Nordfjord <mnordi@cstmlaw.com>; Tim Perrone <tperrone@cstmlaw.com>; Chet Janik <cjanik@leelanau.gov>
Subject: FW: Road clarification - Opinion Request - Leelanau County Parks

Hi Jen,

Please let me know if this is something you might be able to find; I do not have a file number. Thank you!

Laurel

From: Matt Nordfjord <mnordi@cstmlaw.com>
Sent: Wednesday, June 1, 2022 11:52 AM
To: Laurel Evans <levans@leelanau.gov>
Cc: Tim Perrone <tperrone@cstmlaw.com>; Chet Janik <cjanik@leelanau.gov>
Subject: RE: Road clarification - Opinion Request - Leelanau County Parks

Thanks Laurel –

The document is a recorded survey but did not include the deed. I'm looking for the instrument that conveyed title in the property from the prior owner to the County.

--

Matt Nordfjord, Shareholder
Cohl, Stoker & Toskey, PC
601 N Capitol Ave.
Lansing, MI 48933
Ph: [\(517\) 372-9000](tel:5173729000)
Fax: [\(517\) 372-1026](tel:5173721026)

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From: Laurel Evans <levans@leelanau.gov>
Sent: Wednesday, June 1, 2022 11:47 AM
To: Matt Nordfjord <mnordi@cstmlaw.com>

Cc: Tim Perrone <tperrone@cstmlaw.com>; Chet Janik <cjanik@leelanau.gov>
Subject: Road clarification - Opinion Request - Leelanau County Parks

Hi Matt,

One other thing; at the top of 1995-15, it states, Perszyk to Rockwood to Coldspring. This is the evolution of the road names from Perszyk to the existing Cold Spring Rd.

Laurel

From: Laurel Evans
Sent: Wednesday, June 1, 2022 11:43 AM
To: Matt Nordfjord <mnordi@cstmlaw.com>
Cc: Tim Perrone <tperrone@cstmlaw.com>; Chet Janik <cjanik@leelanau.gov>
Subject: RE: Opinion Request - Leelanau County Parks

Hi Matt,

See attached.

Laurel

From: Matt Nordfjord <mnordi@cstmlaw.com>
Sent: Wednesday, June 1, 2022 11:29 AM
To: Laurel Evans <levans@leelanau.gov>
Cc: Tim Perrone <tperrone@cstmlaw.com>
Subject: RE: Opinion Request - Leelanau County Parks

Hi Laurel –

Can you please send us the recorded deed for the park property?

Thanks,

Matt

--

Matt Nordfjord, Shareholder
Cohl, Stoker & Toskey, PC
601 N Capitol Ave.
Lansing, MI 48933
Ph: [\(517\) 372-9000](tel:(517)372-9000)
Fax: [\(517\) 372-1026](tel:(517)372-1026)

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From: Laurel Evans <levans@leelanau.gov>
Sent: Wednesday, June 1, 2022 9:32 AM
To: Nicole Moles <nmoles@cstmlaw.com>
Subject: FW: Opinion Request - Leelanau County Parks

Hi Nicole,

Have someone review the attached – call with any questions.

Laurel

From: Laurel Evans
Sent: Thursday, May 26, 2022 10:19 AM
To: Chet Janik <cjanik@leelanau.gov>
Subject: Opinion Request - Leelanau County Parks

Chet,

Please review my draft request for an opinion on behalf of the County Parks –

Dear Gwen and Nicole,

The County Parks and Recreation Commission has been asked to consider selling a portion of the Myles Kimmerly County Park to the Cedar Area Fire & Rescue for the construction of a fire station to service nearby residents. However, the request may be partly hindered due to a few resolutions on the books (see attached). Please let me know if you need additional information in order to compile an opinion. The County Parks Commission will be meeting on Wednesday, June 1, and will be considering a recommendation to the County Board at that time. Thank you!

Laurel S. Evans

Executive Assistant

Leelanau County Administration

8527 E. Government Center Dr., Suite #101

Suttons Bay, MI 49682

231-256-9711 *main*

From: [Chet Janik](#)
To: [Laurel Evans](#)
Subject: FW: Cleveland/Kasson acquisition discussion
Date: Monday, April 25, 2022 10:03:02 AM

-----Original Message-----

From: Gregory Julian <gregoryrjulian@gmail.com>
Sent: Friday, April 22, 2022 4:35 PM
To: Casey Noonan <NoonanC8@gmail.com>; Chet Janik <cjanik@leelanau.gov>; Rick Robbins <rrobbins@leelanau.gov>
Cc: Tim Stein <timstein08@aol.com>
Subject: Cleveland/Kasson acquisition discussion

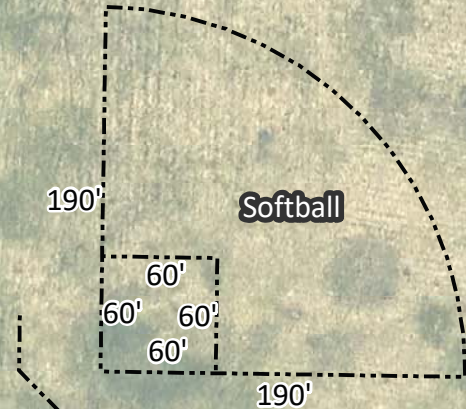
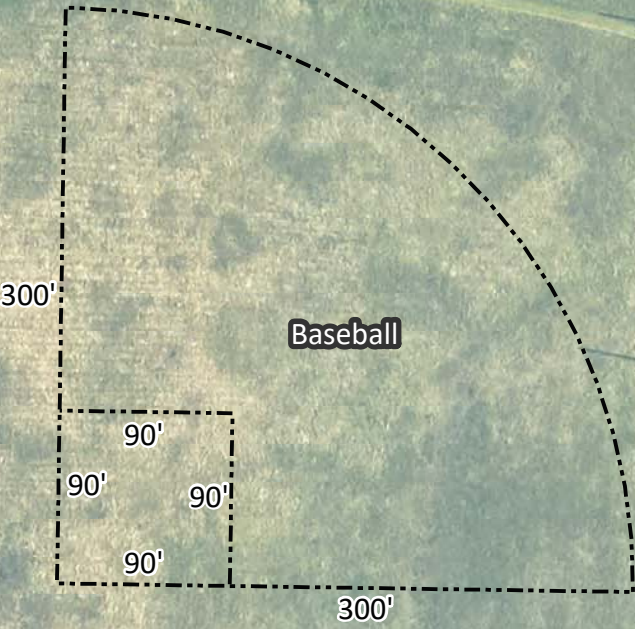
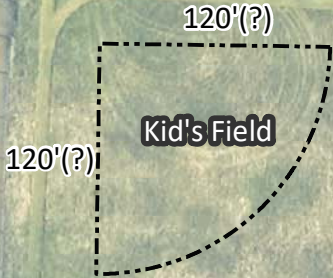
Thank you for the conversation regarding our potential land acquisition. The location which we discussed on the Myles Kimberly property is ideal in meeting the needs for our new EMS complex, which will properly provide serve to the west side coverage area of Cedar Area Fire & Rescue's large geographic territory and will be home to CAFR's new main fire station. Please present this topic to the Co. Parks and Rec. Comm. as a discussion item on the agenda at their May 4th monthly meeting as we discussed. Let either Tim or I know if we can provide you with further information prior to the meeting. GJ

Sent from my iPhone



Potential Expansion

Myles Kimmerly County Park



Backstop - 60'
From Home Plate

Backstop - 30'
From Home Plate

**Area Reserved For
Batting Cages**

S COLD SPRING RD

W BURDICKVILLE RD

Aerial Photo - Spring, 2021

Proposed Field Dimensions Parcels

1 inch = 100 feet

Leelanau County Parks and Recreation Commission
Myles Kimmerly Park Committee
Thursday, May 26, 2022 – 11:00 a.m.
Leelanau County Government Center, Suttons Bay, Michigan
Tentative Minutes – Meeting Recorded
<https://www.leelanau.gov/meetingdetails.asp?MAId=2346>

Call to Order:

A meeting of the Myles Kimmerly Park Committee was called to order by Committee Chairman Don Frerichs at 11:04 a.m.

Pledge of Allegiance:

Chairman Frerichs led the “Pledge of Allegiance.”

Roll Call:

Steve Christensen
Don Frerichs, *Chairman*
Rick Robbins
Michael Smith (*Resigned prior to meeting.*)

Staff Present:

Laurel Evans, Executive Assistant
W. Scott Bradley, Maintenance Worker

Approval of Agenda and Late Additions/Deletions:

Motion by Christensen to approve the agenda, as presented. Seconded by Robbins.

Discussion – None.

Ayes – 3 (Christensen, Frerichs, Robbins)

No – 0

Motion Passes.

Public Comment:

Steve Stier, President, Leelanau County Historic Preservation Society, read a letter on behalf of Colton Smith, owner of the property at the north end of Cold Spring Road. In his letter, Smith expressed opposition to the prospect of building “a commercial building” on the north end of Myles Kimmerly Park (the property adjacent to the Poor Farm Barn). Stier also expressed opposition to development of the parcel and said the potential for what could be done with the park property will be “gone forever” if it is sold. He said he discovered this morning that the north side of the park may not be parkland in perpetuity, and his group would like clarification and assurance that their investment in preservation of the Poor Farm Barn is secure as part of Myles Kimmerly Park. To clarify Stier’s stance, Robbins inquired if Stier would be in opposition to development on the south side of the park (across Burdickville Road/CR 616). Stier responded that he opposed the sale of any park property.

Relating to Item 5 (Signage) on the agenda, Stier requested signage be posted to discourage drivers from entering the Poor Farm Barn area via the pedestrian walkway. He suggested a sign directing drivers to enter from Cold Spring Road.

Haylee Fisher, owner of Cold Spring Farm, which is located next to the park property being considered for the fire station, was present. She implored the committee members to “find a different spot for the fire station.” She said it would ruin the aesthetic and habitat of the area and after all the work that has been put into the Poor Farm (Barn) and its surrounding area, she does not understand why development is even being considered. She said it would be detrimental to her business (equestrian facility) and psychologically damaging to her horses to have a fire station nearby. Robbins clarified that “they came to us” – the County was not actively seeking a buyer for the property. Fisher added that her understanding was that the property would be parkland into perpetuity. She said the proposition to build a fire station is frightening because her livelihood is dependent on the peace and beauty of the area that brings clients to her farm with a desire to board their horses and ride.

Christensen thought that Greg Julian’s (Kasson Township Supervisor) inquiry about purchasing the property was an action of due diligence in prospecting before moving on to other options.

Bradley stated that he wanted to go on record in opposition to the fire station on Myles Kimmerly Park property. He said he would rather have the fire station next to his farm than have it in Maple City.

Stier returned to speak about the money that was raised to refurbish the Poor Farm Barn with the assumption that the barn was on protected parkland. He asked the County to ensure that all Myles Kimmerly parkland remains parkland into perpetuity.

Action Items –

Approval of January 19, 2022 Meeting Minutes:

Motion by Christensen to approve the meeting minutes dated January 19, 2022, as presented. Seconded by Robbins.

Discussion – None.

Ayes – 3 (Christensen, Frerichs, Robbins)

No – 0

Motion Passes.

Cedar Area Fire & Rescue Property Acquisition Request:

Regarding the proposal from Tim Stein, Supervisor, Cleveland Township and Greg Julian, Supervisor, Kasson Township to purchase approximately five acres from the north area of Myles Kimmerly Park for construction of a fire station, Chairman Frerichs explained that the Parks and Recreation Commission sent the proposal back to the Myles Kimmerly Park Committee for more discussion to determine why the Committee might approve or disapprove of the proposal. Christensen added that Glen Lake Community Schools is also interested in the property to build baseball fields. Christensen said he thought that with competing interest in the land, it was time to update the conceptual study for Myles Kimmerly Park to get a fresh focus on the Committee’s aspirations for the park.

Motion by Christensen to go for a study and a “redo” of the conceptual design for Myles Kimmerly including our wishes for the 10 acres. Seconded by Robbins.

Discussion – Chairman Frerichs said he thought the Committee could decide the direction of the park on its own without hiring a company to do it. Christensen responded he thought it would be helpful to document a plan because of so many things being “up in the air, including the perpetuity concept.” Frerichs voiced concern about the cost for the redesign, so Christensen suggested rewording the motion to “look at the cost for doing it.” Evans advised that no motion was necessary for researching cost.

Christensen withdrew the motion.

Bradley said he was involved in the process of the first conceptual design and that it was “pretty seamless.” He said there was public comment with many good ideas shared. He felt it was a productive endeavor and that it was “money well spent.” He estimated the design was completed seven or eight years ago and that the Committee’s vision had changed since then. He thought the public’s vision might have changed as well. Christensen said he would research options for conceptual design work.

Motion by Christensen to recommend to the Parks and Recreation Commission to put all activity on the 10 acres, other than what we want to do, on hold. Seconded by Robbins.

Discussion – Christensen added this means “no, to Cedar Fire and Rescue and no, to Glen Lake Schools.” Chairman Frerichs said he wanted a motion that simply stated the property was not for sale.

Motion amended by Christensen to recommend to Parks and Recreation Commission to put all proposed activity on hold for the 10 acres north of Burdickville Road at Myles Kimmerly County Park and that the property not be sold. Seconded by Robbins.

Discussion: Chairman Frerichs said he did not feel the “proposed activity” sentence should be included in the motion. He wanted to clearly state that the Committee did not support the sale of the property.

Christensen withdrew the motion.

Motion by Christensen to recommend to the County Parks and Recreation Commission to refuse the request from the Cedar Area Fire and Rescue to purchase property within Myles Kimmerly Park. Seconded by Frerichs.

Discussion: Frerichs said the motion negates the fact that someone else may come along and want to buy the property. He suggested simply stating that the Committee feels the property should never be sold. Robbins responded that the County Board most likely would not want to box themselves into a commitment to never sell the property.

Ayes – 3 (Christensen, Frerichs, Robbins)

No – 0

Motion Passes.

Motion by Frerichs to recommend to the Parks and Recreation Commission that the section of Myles Kimmerly Park north of Burdickville Road be put in perpetuity similar to Leelanau County “Resolution #2000-15.” Seconded by Christensen.

Discussion: None.

Ayes – 3 (Frerichs, Robbins, Christensen)

No – 0

Motion Passes.

Grub Shack Removal:

Bradley reported the grub shack removal was still two to three weeks out. Bradley added the water has been hooked up and will have to be redone once the grub shack is gone.

Kiosk/Porta-Potty Enclosure:

Chairman Frerichs updated members on the cost of the kiosk project, which has increased from an estimate of \$27,000.00 to \$30,000.00 - \$33,000.00, based on estimates from Northport Building Supply and a local builder. Christensen added that the walking trail could be presented to the County Board as a stand-alone project above and beyond the Commission's budget, with the kiosk project being the Committee's highest priority for Myles Kimmerly Park. Robbins said the estimate he had for paving the walking trail was between \$125,000.00 - \$150,000.00. Bradley said Elmer's would be contacting him to meet for an estimate for paving the trail. Christensen inquired if the Committee had voted for Option #2 of Walter's renderings for a kiosk. Frerich's thought was that the Committee had agreed on Option 2.

Motion by Christensen to recommend to the Parks and Recreation Commission that they include this kiosk/porta-potty enclosure for the Fiscal Year 2023 County Board Budget. Seconded by Frerichs.

Discussion: Evans reminded the group of the June 1, 2022, Executive Session at 3:30 p.m., directly following the Regular Session of the Parks and Recreation Commission meeting.

Ayes – 3 (Christensen, Frerichs, Robbins)

No – 0

Motion Passes.

Chairman Frerichs said he thought the public might think \$33,000.00 for portable toilets might be excessive and wondered if they should explore flush toilets. Christensen responded that flush toilets was a topic for future discussion; portable toilets would serve the purpose for now. Christensen discussed renovating/improving the current pit toilet to a universal access toilet. With discussion about more changes to the kiosk project, Bradley emphasized the need for an updated concept design to document a comprehensive vision for the park.

Motion by Christensen to strike the motion recommending that the kiosk/porta-potty enclosure be included in the Fiscal Year 2023 County Board Budget. Seconded by Robbins.

Discussion: None.

Ayes – 3 (Christensen, Frerichs, Robbins)

No – 0

Motion Passes.

Signage –

Trails: Chairman Frerichs reported that the new signage for Myles Kimmerly and Veronica Valley Parks will be installed sometime this summer.

Disc Golf Course: Aloft Disc Golf members requested that the signs be replaced on the disc golf course. Bradley said the existing signs are in poor shape; he has talked with Greg Argyle of Aloft and he estimated \$700.00 to print the signs and “a couple hundred bucks” for a map and “they” are willing to do it. Chairman Frerichs suggested that Argyle should attend the June Parks and Recreation Commission meeting to present his ideas.

Paved Loop Trail: Bradley shared some grant opportunities to raise funds for paving the loop, such as the Oleson Foundation; the Schmuckal Foundation; and the Les Biederman Foundation. Christensen reminded the group about past failures for state grant monies because of low scores on the grant applications due to the high median incomes within Leelanau County.

Dog Park: Chairman Frerichs reported he contacted the couple who sent a letter offering to support the construction of a dog park. Robbins said he felt the master plan and walking trail should be first priority before adding more projects. Frerichs mentioned the office for Bradley they had discussed by building an addition on the shop at Myles Kimmerly Park, but Bradley said he would rather focus on projects in the park that benefit the community.

Pickle Ball Courts – No discussion.

Public Comment:

None.

Committee Member Comment:

None.

Adjournment:

The meeting adjourned to the call of Chairman Frerichs at 12:15 p.m.

Respectfully submitted,

Lori Eubanks, Recording Secretary

Leelanau County Parks and Recreation Commission

Regular Session – Wednesday, June 1, 2022, 2:30 p.m.

Amended Minutes – Meeting Recorded

Leelanau County Government Center, Suttons Bay, Michigan

<https://www.leelanau.gov/meetingdetails.asp?MAId=2352>

The regular session of the Leelanau County Parks and Recreation Commission was called to order by Chairman Casey Noonan at 3:00 p.m.

Chairman Noonan led the “Pledge of Allegiance.”

Roll Call:

Dave Barrons, *Vice-Chairman*
Steve Christensen, *Secretary*
Don Frerichs
Charles Godbout
Melinda Lautner
Casey Noonan, *Chairman*
John Popa
Rick Robbins (Late arrival.)
F. Jon Walter

Staff Present:

Laurel Evans, Executive Assistant
W. Scott Bradley, Maintenance Worker

Agenda Additions/Deletions:

Motion by Christensen to approve the agenda, as presented. Seconded by Popa.

Discussion – None.

Ayes – 8 (Barrons, Christensen, Frerichs, Godbout, Lautner, Noonan, Popa, Walter)

No – 0 Absent – 1 (Robbins)

Motion Passes.

Public Comment:

Haylee Fisher was present. Fisher is owner of Cold Spring Farm, which is adjacent to the area of Myles Kimmerly Park being considered for sale to build a fire station. She implored Commission members not to sell the park property and to consider a different location for the fire station. She said sirens would be detrimental to her business and dangerous for the young people to whom she teaches horseback riding, and that it would be psychologically damaging to horses she boards. She added that she could potentially lose her liability insurance as a result of the siren hazard. She read two letters also expressing opposition to the fire station and encouraging that an alternate location be considered. The first letter was from John Kasben, Maple Valley Nursing Home, and the second letter was from Wendy Intrieri, a six-year resident of Leelanau County.

Andria Bufka of Maple City spoke in support of Haylee Fisher’s opposition to building the fire station, citing a potential negative impact to her farmstand business. She clarified that she was not opposed to building the fire station, she just did not support building it on the Myles Kimmerly Park property.

Steve Stier, President, Leelanau County Historic Preservation Society and resident of Empire Township, is part of the group that restored the Poor Farm Barn because they thought it was an important part of Myles Kimmerly Park history. He said thousands of dollars were solicited from hundreds of citizens with the understanding that the barn stood on dedicated park land which he discovered was not the case at a recent Myles Kimmerly Park Committee (MKPC) meeting. He said with current, ongoing discussions to determine a beneficial use for the newly restored barn, he urged the Parks and Recreation Commission to recommend to the Leelanau County Board of Commissioners to take steps to ensure the property is dedicated park land into perpetuity.

Action Items –

Approval of Financials:

- Transaction History Listing Report – May 1 - May 31, 2022
- Revenue & Expense Report – Period Ending May 31, 2022

Bradley reported expenses at 41% of budget (41.76% per May 31, 2022, Revenue and Expense report). He added there are upcoming maintenance expenses, but none beyond the maintenance budget.

Motion by Popa to approve the financials, as presented. Seconded by Walter.

Discussion – None.

Ayes – 8 (Barrons, Christensen, Frerichs, Godbout, Lautner, Noonan, Popa, Walter)

No – 0 Absent – 1 (Robbins)

Motion Passes.

“For the record,” Christensen encouraged the public to listen to the recording of the May 26, 2022 MKPC meeting and listen “to this young lady” (pointing to Fisher) with respect to the discussion about the sale of Myles Kimmerly Park property for the construction of a fire station.

Evans noted that recommendations from the MKPC meeting of May 26, 2022, were included on page 9 of the packets, along with a copy of Leelanau County Board Resolutions #95-15 (page 10) and #2000-15 (page 11), as well as the email from counsel regarding what the County is able to do with respect to the perpetuity of Myles Kimmerly Park. She added that County Administrator Chet Janik was in attendance to address questions, if needed.

Lautner suggested that Myles Kimmerly Park’s perpetuity may have been consummated prior to the engagement of the legal counsel noted on Resolutions 95-15 and 200-15. She suggested amending the property deed to support a more binding agreement regarding the park’s perpetuity.

Committee Reports and Recommendations –

Myles Kimmerly Park Committee: Presented by Frerichs

Leelanau County Resolutions – #1995-15 (MKP Use, Michigan State University Extension)

Frerichs asked for clarification on Lautner’s comments about amending the deed. Discussion ensued, including input from Janik, about options for amending the property deed to support a more defined language for perpetuity of the parkland. Frerichs asked about Lautner’s

recollections regarding her opposition in 2000 to place Myles Kimmerly Park into perpetuity. She said she opposed the action because the whole park was not included in the perpetuity proposal. She thought the reason was because the County wanted to reserve the land for potential sale some time in the future. Popa asked if counsel had confirmed yet on the perpetuity status of the 10 acres in question. Evans responded that “everything is evolving today.”

Frerichs said he did not feel what was reflected on the deed was important if the MKPC was not in favor of turning over parkland for commercial use.

Greg Julian, Kasson Township Supervisor, clarified that Kasson Township and Cleveland Township (represented by Tim Stein, Cleveland Township Supervisor) are the entities “searching for a facility,” not Cedar Area Fire and Rescue. He added that when a legal opinion is made available, that it should be thoroughly reviewed before making any decisions. He then thanked Chairman Noonan and Janik, the MKPC, and the Parks and Recreation Commission for addressing the issue. He said “we are in search of a piece of property, in the area of (Co. Rds.) 669 and 616” because that is the ideal location, whether the purchase is from a private individual, the County, or the state. He said the visibility of the facility was important because the citizens would see the facility and know their safety concerns were being addressed and he thought improved recruitment efforts of fire and emergency services personnel could result. He added, “We want to see it through, at the county level here, regarding that piece of property” because “we wanted to do that first, not last, in our search.” He said without minutes and with last-minute legal review, he thought it was too early to make a decision.

Popa and Godbout both concurred that it was too early to make a decision. Frerichs asked for clarification about what counsel was determining with regard to the property deed. Evans explained that counsel was reviewing restrictions on the property. Evans reminded the group of the Glen Lakes Community Schools’ request, which should also be discussed before any recommendations came forward.

Godbout asked Julian about other properties the two entities were considering. Julian said they had not pursued other properties because the County property was the first option they wanted to explore. In an effort not to hinder Julian from exploring other properties, Frerichs said “We have all the information we need today. We feel we don’t want to sell our park for commercial use.” Popa proposed a special meeting for more in-depth discussion. Christensen concurred, adding the reminder that there are no Parks meetings scheduled in July. Christensen provided background on how the MKPC came to agreement about the two recommendations for the Parks and Recreation Commission (recommendations are on page 9 of packet). He said the MKPC came to the conclusion that all discussions about the future of the park should be halted until a professional update of the park plan be completed. He said after months of outlining and planning for park improvements, when it came down to making a final recommendation to the Parks Commission, the Committee determined the recommendation was premature without a formal, updated park plan.

Regarding the two, proposed Page 9 recommendations by the MKPC, as a procedural check, Lautner stated she thought the first recommendation was a “negative motion” and, therefore, she did not think it could be voted on without the verbiage being rephrased to a more positive tone; however, she supported the second motion. She added that she had heard from others and no one has been in favor of selling parkland. She said she was not in favor of selling. She favored keeping the land for a purpose yet to be determined in the future. She encouraged the second motion (that the section of Myles Kimmerly Park north of Burdickville Road be put into perpetuity) be made to the Board of Commissioners.

Evans advised that the Commission needs to listen to the proposed request of Glen Lake Community Schools, who also have an interest in the property. She said after they hear the School’s proposal, a motion to whether the Commission wants to move forward with considering it might be in order, and if it fails, then it would be clear any further action would be a dead issue. Chairman Noonan said until there is a “solid foundation to stand on” with regard to deed restrictions, requests to sell or lease the property will continue. Lautner thought something could be done where a change to the status of the park could only be done by “a majority of the people,” which might afford the security needed for perpetuity of the parkland. Noonan asked that the Commission listen to GLCS JV Coach Randy Weber, who was there to speak on behalf of the School. Evans directed the group to Page 12 of the packet, which shows a conceptual drawing of the School’s proposal for a baseball/softball complex. Noonan said Weber came to him about two years ago with a proposal to build a baseball/softball complex on the property.

Weber explained that because the Varsity team takes priority for field use at the school, the seventh and eighth grades and Junior Varsity teams get limited use of school fields. He said the Myles Kimmerly Park property fulfills a number of needs for a baseball/softball complex, including accommodations for busses and parking. He would add a pull-up area where seniors could watch games from their cars. Batting cages would be installed. He would like to create a Leelanau County summer team and a few traveling teams and even host a few tournaments. He said the need is there and thought it was a great opportunity that “we’re missing out on.” He said the School is on board this year and is willing to move forward with a 50-year lease. He added that the school would put a well on the property.

Frerichs inquired if other properties had been explored as options for the complex. Weber responded that there are no other viable options within the proximity of the school.

Lautner said in past years the Commission was in favor of tennis courts on the property for the School, and the school backed out after they decided to place them on school property. Lautner inquired if the public would be allowed to use the ballfields when not in use. Janik said that terms and conditions would be dictated by the County Board. He added that if the school uses bond financing to fund the purchase of the property, that a 50-year lease would be required. Janik added that maintenance responsibility would need to be defined in the lease agreement.

Godbout commented that the baseball complex was in the mission statement of what Parks and Recreation was about which, he thought, made it a higher priority over the fire station. Frerichs agreed, but before proceeding further, he wanted to have a committee meeting to discuss the issue.

Chairman Noonan explained that he suspected there would be less controversy about the baseball complex and that is why he held off previous motions to take action. Evans pointed out the current partnership with the Preservation Society for the Poor Barn and that a proposed partnership with the school would be similar. She said it is not a sale, but it is of mutual benefit to residents and park users.

Chairman Noonan proposed that the MKPC conduct a meeting with Randy Weber, followed by a full meeting of the Parks and Recreation Commission to discuss specifically the two proposals for the Myles Kimmerly Park property. He wanted these meetings to occur within the next two weeks. Noonan added that the Commission has a lot of challenges caring for its parkland given its limited budget and limited support from the Board of Commissioners. Added to the mix will be more land from the lease expiration of the property to the east of Myles Kimmerly Park where the drainfield is located. He said it will take “millions” to develop the parks to the level envisioned, so he thought the Commission should keep an open mind when proposals come forward for use of the parkland; however, he said he did not have a firm decision either way in support of the fire station or the ball fields.

Frerichs continued with his report. He said the grub shack is “still there.” He said the construction of the kiosk has been put on hold pending an update of the master plan for the park. He said the focus should be on the park infrastructure, such as parking and restrooms. Frerichs discussed a signage request from Steve Stier for directing traffic to the proper entrance to the Poor Farm and a request for updated signage from a group named Aloft Disc Golf.

Old Settlers Park Committee:

Evans acknowledged receipt of a letter from the Meadow Garden Committee of the Glen Lake Garden Club. Bradley reported about a call received from a citizen regarding the dock configuration at Old Settler Park. The citizen thought the dock was being monopolized and wanted it spread out more (page 17 of packet). The consensus of the group was that the current configuration is fine and no changes were needed. Chairman Noonan said it is a busy dock, so “first come, first served.” Evans said she had called the citizen, but has not received a return call.

Lautner inquired about when the playground equipment would be installed. Evans responded that she sent out the purchase order, but will follow up on the status.

Robbins present.

Bradley reported that there is a water leak under the new concrete at the park and that a contractor will be out in the next two to three weeks.

Veronica Valley Park:

Motion by Popa that the Parks and Recreation Commission approve the purchase of 13 wayfinding signs for Veronica Valley and Myles Kimmerly Parks to include the laminated, all white signs, wood posts, metal numbers, and hardware at a total cost not to exceed \$900.00. Seconded by Godbout.

Discussion – Frerichs inquired and Barrons responded there would six signs for Veronica Valley Park and seven for Myles Kimmerly Park.

**Ayes – 9 (Barrons, Christensen, Frerichs, Godbout, Lautner, Noonan, Popa, Robbins, Walter)
No – 0 Absent – 0 Motion Passes.**

Bradley reported that the County Road Commission will be repairing a washout issue at the park entrance to Veronica Valley Park until Popp Excavating completes the curbs and paving in late September. Barrons inquired if the park sign would go back up before September. Bradley said to just let him know where it should be installed. Christensen was concerned the overflow of water was taking sediment close to the stream. Bradley suggested Christensen call Dave Priest.

Commission Member Appointment Recommendation:

With the recent resignation of member Michael Smith due to his move out of Leelanau County, a new commissioner appointment was necessary. The two candidates on the existing list were Richard Isphording of Northport and John Arens of Cedar. Evans offered to solicit for more candidates, but she said it could take up to six weeks to gather more candidates.

Motion by Lautner to appoint John Arens to the Parks and Recreation Commission. Seconded by Christensen.

Discussion – None.

**Ayes – 9 (Lautner, Noonan, Popa, Robbins, Walter, Barrons, Christensen, Frerichs, Godbout)
No – 0 Absent – 0 Motion Passes.**

Fiscal Year 2023 Budget Review/Recommendations:

Evans noted that she included Page 31 in the packet (copy of the 2022 Adopted Budget) for review by those attending the Executive Committee meeting directly following this meeting.

Public Comment:

Susan Kurnick expressed opposition to the proposed fire station. She boards two horses at Cold Spring Farm and she said she would have to terminate boarding if a fire station was constructed near the farm. She said she moved to the area for the wide-open spaces and for the peacefulness. She added that the baseball complex would be a difficult decision because she understands there is need.

Steve Stier urged the Commission to stay on the parks perpetuity issue and to try to ensure the decision is not just up to the County Board of Commissioners whose members change every two years. He said parks are sacred and should stay for the benefit of the County residents and not be subject to the whims of the commissioners. He said to find the best use of something is

not always apparent “in the now” and again urged the Commission to practice due diligence in their deliberations.

Commissioner Comments:

Lautner said that in the past the County had lots of ideas and uses for the Poor Farm Barn but no funds to execute them. She said that is why the partnership with the Leelanau County Historic Preservation Society is such a great thing. The preservation of the Poor Farm Barn was completely funded by the Society who solicited the community for donations.

Frerichs *asked to* read from page 66 of Five-Year Plan – *‘Proposed Action; c. preservation of the field at the northwest corner of the property for passive recreation to blend with the historical and agrarian nature of the poor farm vicinity.’ If you put a fire station next to that poor farm, that’s not saying what we said we’re going to do; if you put a baseball field over there, that’s really not...it’s a little better, but it’s not doing what we said we’re going to do.* ~~Extension 2020 – 2024 that the Parks and Recreation Commission which, he said, did not include a fire station or a baseball in the vision for the park.~~

Chairperson Comments:

None.

Adjournment:

The meeting adjourned to the call of Chairman Noonan at 3:52 p.m.

Lori D. Eubanks, Recording Secretary



O (231) 271-0018 C (231) 649-2829
solutions4youonm22@yahoo.com
P.O. Box 537, Suttons Bay, MI 49682

PROPOSAL FOR GOVERNMENT CENTER

CLEANING CONTRACT

2023, 2024, 2025

August 8, 2022

Thank you for the opportunity to once again be considered for the 3 year contract for cleaning services for the Government Center.

Solutions For You will continue to maintain our current cleaning protocol outlined in draft from 2019, which includes 50 hours weekly at the Government Center Building and 20 hours at Law Enforcement Center for a total of 70 hours per week.

2023= \$111,075.00

2024=\$115,658.00 (increase 5% annually)

2025=\$120,100.00 (increase of 5% annually)

Total: \$346,833.00

Just a few notes for your review...

Solutions For You hasn't missed or been absent one time in the previous 5 and a half years. We are on call to service The Law Enforcement Center and also the Government Center. During Covid, our team stepped up and didn't abandon our duties and we have also maintained an 85% employee retention which is extremely difficult to do in this industry. We work well with all employees of both buildings. Most know all of us by name and our faces are recognized with trust and security.

We have provided top notch service and cleaning and are pleased to accept another 3 years of service to Leelanau County.

Thank you,

Lou Ann Fordyce

President Solutions For You, LLC



Option #1

August 31, 2022

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

Attn: Chet Janik

Re: Inspection and Service Agreement to commence on January 1, 2023

Chet,
The following is our Inspection and Service Agreement designed to not only meet the maintenance requirements but optimize the efficiency and performance of the HVAC equipment currently installed in your Facility's located at 8527 E. Government dr. (Government Center) and 8525 E. Government Dr. (L.E.C.) in Suttons Bay, MI.

This Proposal provides the following:

- (Various) routine, scheduled inspections per year
- Adjust equipment to maintain operating efficiency and reliability.
- Electronic Service History maintained for future reference and analysis
- Priority emergency service
- Preferred customer service rates Monday-Friday, 8:00 a.m.-5:00 p.m., overtime and weekends to be billed 1-1/2 times current rate.
- A competent, trained service technician will be assigned to your account

Total.....2023 - \$25,496.00, Billing \$6,356.50 (Jan, April, July, Oct.)
2024 - \$26,952.00, Billing \$6,738.00 (Jan, April, July, Oct.)
2025 - \$28,570.00, Billing \$7,142.50 (Jan, April, July, Oct.)

Note:

- See attached equipment schedule and inspection services
- Customer agrees to all terms and conditions attached

Leelanau County:

D&W Mechanical:

By: _____

By: Shawn M. Wolf Sr.

Title: _____

Title: Service Agreement Manager

Signature: _____

Signature: _____

Date: _____

Date: August 31, 2022

EQUIPMENT SCHEDULE

The following items of equipment are covered under this contract:

	Leelanau County Government	J	F	M	A	M	J	J	A	S	O	N	D
95	Heat Pumps				X						X		
1	MicroMetl Air Exchange Unit	X			X			X			X		
2	Lochinvar FBN-1501 Boilers	X								X			
1	Lochinvar Domestic Water Heater									X			
1	Evapco Cooling Tower				X						X		
2	Tunnel Make Up Draft Inducers		X						X				
2	Attic Draft Inducers		X						X				
1	Snowmelt Pump Control & Manifold									X			
5	Hydronic Wall Heaters	X								X			
	Law Enforcement Center												
2	AAON RN-009 Roof Top Units				X					X			
2	AAON RN-011 Roof Top Units				X					X			
1	AAON RN013 Roof Top Unit				X					X			
1	AAON RQ-005 Roof Top Unit				X					X			
1	AAON RN-009 Make Up Air Unit				X					X			
1	Trane YSC036 Roof Top Unit				X					X			
2	Lochinvar FBN1501 Boilers	X								X			
2	Nepronic Steam Humidifiers	X								X			
2	Reverse Osmosis Systems	X								X			
2	Mitsubishi P-Series Ductless Splits			X					X				
2	RenewAire HE2XRT ERV			X					X				
2	Jen Fan			X					X				
3	Daiken Heat Pumps			X					X				
12	Exhaust Ventilators			X					X				
7	Hydronic Wall Heaters								X				
8	Trane NG Ceiling Heaters								X				
	Sewage Plant Equipment & Controls				X						X		
	Well House Equip. & Controls				X						X		
5	Emergency Tower Locations				X						X		

INSPECTION SERVICES

SPRING – Air Conditioning Service

- Replace filters – Filters Provided by Customer
- Check amp draw on all motors against name plate rating
- Replace belts – included during spring service
- Check drive alignment
- Check pulleys
- Check refrigerant charge and operating pressures
- Lubricate dampers and linkages – lubrication materials included
- Check and tighten electrical connections (inside equipment enclosures)
- Brush out evaporator coils
- Condenser coil cleaning included
- Check all operating and safety controls
- Test thermostat operation
- Clean condensate drain pans, lines and trap

Fall – Heating Service

- Replace filters – Filters Provided by Customer
- Check amp draw on all motors against name plate rating
- Check heat exchanger
- Check and adjust burners
- Check belts – charged extra if needed
- Check drive alignment
- Check pulleys
- Check all operating and safety controls
- Check and tighten electrical connections (inside equipment enclosures)
- Check venting where applicable
- Test thermostat operation
- Perform CSD-1 reports on boilers

Note any additional service or repairs on dispatch detail. Include model and serial number of unit and description of additional service or repair.

As a contract account of D&W Mechanical, Leelanau County is an especially valued customer and as such the Leelanau County Governmental Center and Law Enforcement Center is extended the following special considerations over non-contract customer:

- Priority service over non-contract customers during rush periods or whenever emergency service is required.
- Overtime and weekends to be billed at one and one-half times preferred rate. Preferred hourly rate for 2023 is \$104.00 per hour, each additional hour billed at \$104.00 per hour.
- Preferred hourly rate for 2024 is \$108.00 per hour, each additional hour billed at \$108.00 per hour.
- Preferred hourly rate for 2025 is \$112.00 per hour, each additional hour billed at \$112.00 per hour.

After each service inspection, our service technician will meet with your management personnel to review the equipment operation and any recommended improvements. At your request, these recommendations will be separately quoted under the preferred arrangements listed above

GENERAL CONDITIONS

Under this contract, D&W Mechanical will inspect and perform preventive maintenance for the equipment listed in the attached Equipment Schedule. A competent, thoroughly trained service technician will be specifically assigned to handle your account.

The inspection service will be provided on each piece of equipment, as shown on the Equipment schedule. System changes or additions when required will be made only after a quotation for same has been submitted to and approved by customer.

This contract shall remain in effect until terminated by thirty (30) days written notice given by either of the parties. Hourly service rates are subject to change to reflect current service rate without notice.

It is further agreed that D&W Mechanical's service labor rates will be adjusted annually to reflect current service labor rates, such adjustment will be made within thirty days of the anniversary date of the agreement in each year.

All work under this contract shall be performed during our regular working hours unless otherwise specified.

It is agreed that D&W Mechanical shall be free to start and stop the equipment for reasonable periods and that customer will provide means of access to the equipment.

It is agreed that D&W Mechanical shall not be liable for operation of the equipment or for injuries to persons or damages to property, except those due to the negligent acts or omission of employees of D&W Mechanical and in no event shall D&W Mechanical be liable for consequential incidental damages. D&W Mechanical shall not be liable for any loss or damage or delay caused by acts of government, difficulties with workers, vendor strikes or shortages of material, fire or for any reason beyond D&W Mechanical's control.

Since the normal operation of the equipment is a function of the Owner, D&W Mechanical cannot be responsible for the failure of equipment, its controls, or for obsolescence. However, our inspection service, together with the recommended operation and any improvements, should result in satisfactory performance.

The owner agrees to pay in accordance with D&W Mechanical's payment term policy as stated on the back of all invoices.

This contract is subject to our determination upon our first seasonal inspection of the heat and air conditioning system that equipment is in good working order. Any repairs, parts, or incidentals required to correct the condition of any equipment deemed not in good working order at that time will be brought to your attention for a separate time and material work order, or as a firm quote in addition to prices listed in this agreement prior to coverage of the equipment in question.



Option #2

August 31, 2022

Leelanau County Government Center
8527 East Government Center
Suttons Bay, MI 49682

Attn: Chet Janik
Re: Gary O'Conner & Leelanau County Agreement

Mr. Janik,
The following is our Proposal offering to schedule Gary O'Conner exclusively at Leelanau County for an average of 24 hours per week

Contract Amount:

- Based on 24 hours per week the 2023 yearly contract amount is \$129,792.00.
- This cost will be billed monthly at \$10,816.00
- 2023 \$104.00 per hour for normal hours, all overtime hours will be billed at \$156.00 per hour

- Based on 24 hours per week the 2024 yearly contract amount is \$134,784.00.
- This cost will be billed monthly at \$11,232.00
- 2024 \$108.00 per hour for normal hours, all overtime hours will be billed at \$162.00 per hour

- Based on 24 hours per week the 2025 yearly contract amount is \$139,776.00.
- This cost will be billed monthly at \$11,648.00
- 2025 \$112.00 per hour for normal hours, all overtime hours will be billed at \$168.00 per hour

- No materials are included in this contract. All materials purchased for use on Leelanau County Facilities will be billed monthly with our standard mark ups
- If additional hours are required for Gary or any other D&W Mechanical employee, all additional hours will be billed at:

Billing:

- All materials purchased for use on Leelanau County Facilities will be billed monthly with our standard mark ups

D&W Mechanical Responsibilities:

- Gary will remain our full-time employee. We will be responsible for all wages, benefits, PTO, Holiday pay, insurances
- We will provide Gary with a vehicle, insurance, fuel, fully stocked with all necessary tools and ladders. All vehicle maintenance and tool repair
- Schedule Gary exclusively at Leelanau County Offices for an average of 24 hours per week

Leelanau County Responsibilities:

- Provide safe working conditions and adhere to all OSHA requirements
- Provide prompt payment of all monthly invoices
- Allow flexibility in Gary's schedule to allow us to schedule him for the remaining 16-hours per week.

Bid Projects:

- All projects or replacements that require quoted costs will be handled by a member of our Sales Team and once approved, installed by additional D&W Mechanical employee's

Leelanau County Government Center:

Accepted by: _____

Title: _____

Date: _____

D&W Mechanical:

Accepted by: _____

Title: _____

Date: _____

Contract Start Date: _____

Contract End Date: _____



October 21, 2019

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

Attn: Chet Janik

Re: Inspection and Service Agreement to commence on January 1, 2020

Chet,
The following is our Inspection and Service Agreement designed to not only meet the maintenance requirements but optimize the efficiency and performance of the HVAC equipment currently installed in your Facility's located at 8527 E. Government dr. (Government Center) and 8525 E. Government Dr. (L.E.C.) in Suttons Bay, MI.

This Proposal provides the following:

- (Various) routine, scheduled inspections per year
- Adjust equipment to maintain operating efficiency and reliability.
- Electronic Service History maintained for future reference and analysis
- Priority emergency service
- Preferred customer service rates Monday-Friday, 8:00 a.m.-5:00 p.m., overtime and weekends to be billed 1-1/2 times current rate.
- A competent, trained service technician will be assigned to your account

Total.....2020 - \$20,470.00, Billing \$5,117.50 (Jan, April, July, Oct.)
2021 - \$21,084.00, Billing \$5,271.00 (Jan, April, July, Oct.)
2022 - \$21,717.00, Billing \$5,429.25 (Jan, April, July, Oct.)

Note:

- See attached equipment schedule and inspection services
- Customer agrees to all terms and conditions attached

Leelanau County:

D&W Mechanical:

By: _____

By: Shawn M. Wolf Sr.

Title: _____

Title: Service Agreement Manager

Signature: _____

Signature: _____

Date: _____

Date: October 21, 2019