

Ty Wessell, Chairman

NOTICE OF MEETING

The **Regular Session** of the Leelanau County Board of Commissioners will be held on **Tuesday, October 8th, 2024**, at **7:00 p.m.**, in the **Commissioner Meeting Room**,

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

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

Leelanau County Government Center, Suttons Bay, Michigan

(Please silence any unnecessary cellular/electronic devices.)

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

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE/PRIVATE PRAYER

ROLL CALL

APPROVAL OF BOARD MINUTES

APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS

COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS :

- Administrator Update, *Richard Lewis, Interim Administrator – Tower SLUP*
- 86th District Court Annual Report – Gwen Taylor
- Energy Futures Task Force Annual Report – Joe DeFors

2-29
30-35

PUBLIC COMMENT (3 Minutes)

COMMISSIONER COMMENTS

CONSENT AGENDA ITEMS

1. Sheriff’s Office – RAP Grant Acceptance (Safety Restraint Chair)
2. Emergency Management – Emergency Management Performance Grant (EMPG) Work Agreement
3. Equalization – Approval of the Leelanau County Apportionment Report, L-4402
4. Planning – Materials Management Plan and Designated Planning Agency
5. Administration –
 - a. Appointment to TTCI Policy Board and Technical Committee
 - b. Appointment of Deputy Medical Examiner

ACTION ITEMS

1. Planning – Termination of Westshore Brownfield Plan
2. Emergency Management – T-Mobile Bill of Sale
3. Administration –
 - a. Leland Dam Walkway Replacement and Railing RFP Bid Award
 - b. Government Center Façade Contract Award *(Late Addition)*
 - c. DTE Re-Leaf Tree Planting Program Gift Acceptance
 - d. 2% Grants – Fall Application Intention
 - e. Intergovernmental Agreement for Construction of the Leelanau Township Communication Tower w/Leelanau Township *(Late Addition)*
 - f. Michigan Leadership Institute (MLI) Administrator Search Contract Amendment *(Late Addition)*
 - g. Consideration of Closed Session Regarding Union Contract Negotiations *(Late Addition)*

36-37

38-106

107-115

116-127

REVIEW OF FINANCIALS

SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES

PUBLIC COMMENT (5 Minutes)

COMMISSIONER COMMENTS

APPROVAL OF FINANCIALS

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

ADJOURNMENT



86TH DISTRICT COURT – 2023 ANNUAL REPORT

MISSION STATEMENT: To ensure justice for all those involved in cases that come before the 86th District Court.

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

Grand Traverse County
280 Washington Street
Traverse City MI 49684

Antrim County
205 E. Cayuga
Bellaire MI 49615

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FOREWORD

By Robert A. Cooney, Chief Judge

Having more citizen contact than any other court in our judicial system, the 86th District Court continually strives to improve upon its ability to meet its core function of ensuring equal justice under the law in the most efficient and effective manner for the citizens and stakeholders we serve. The Court has seen many successes over the past year, as highlighted below. Judge Stepka and I are keenly aware that this progress would not be possible without the hard work of our staff and administration team, and we thank them all for their dedication.

The 2021-2022 pandemic brought into focus this Court's commitment to transparency and to user-centered service. Taking what we learned from the pandemic, the Court now livestreams nearly all court hearings for public viewing. Court dockets and case information are available to the public with the click of a button on our website. And the Court has adopted a virtual hearing format for nearly all civil cases, as well as many of its criminal proceedings. This has resulted in substantial savings of time and resources for other county offices including the Prosecuting Attorney and Sheriff. Most inmates no longer need to be transported to the courtroom for their hearing, saving correctional officer time and eliminating safety concerns. Prosecutors, defense attorneys, law enforcement officers, and citizen witnesses are often able to appear virtually, again, saving both time and resources.

Along those same lines, technology is essential to most everything we do in the Court. Our administrative team has been busy preparing for the single most significant change to how we do business since OnBase was introduced over 20 years ago: conversion of our case management system from Judicial Management System (JMS) to Judicial Information System (JIS). Best of all, this conversion is provided free of charge by the State Court Administrative Office (SCAO), including the cost of data translation. This change will result in substantial savings for the Counties, eliminating costs for a case management system— currently \$25,000 per year. Our go live date is anticipated to be summer 2024.

The Court also undertook a major project as required by the "Clean Slate" statutes, adopted by the Michigan Legislature in 2020. Court staff and administration spent 18 months to implement the automatic set aside of qualifying criminal convictions in our case management system. As a result, 88,010 criminal convictions were set aside, "helping those individuals go to school, get jobs, and buy houses," as stated by Chief Justice Elizabeth Clement.

The Court prides itself on innovative, evidence-based programs aimed at rehabilitation and reduced recidivism for criminal defendants. In furtherance of this goal, the Court added back two full time probation officers that were cut following passage of the Jail Reduction Act in 2021. Those cuts turned out to be based upon overly optimistic projections. The Court is greatly appreciative to the Boards of Commissioners for allowing the Court to restore those positions to its staffing plan. Caseloads per probation agent have now fallen to numbers that allow for the type of quality supervision the public expects, with better outcomes for our probationers. Despite the reversal, the original staff reductions should assure County Administration and Commissioners that the Court continually endeavors to find ways to cut costs.

The year also saw a stabilization in employee turnover. After two years of dealing with continuous, multiple vacancies, The Court has returned to near full staffing. Again, we thank the Boards of Commissioners and County Administration for providing significant pay increases this past year which we believe has greatly contributed to this stability.

This year saw a substantial increase in both felony and misdemeanor criminal filings over 2022, an increase of 9% and 16%, respectively. Civil filings are also up nearly 10%. Despite staffing shortages, we are proud of our staff for their ability to absorb the extra load without sacrificing quality. Our case clearance rates well exceed Statewide averages for medium, multi-court districts.

As we look ahead to 2024, we look forward to working with the Boards of Commissioners, County Administration, law enforcement, the bar and our other stakeholders to build on these successes.

JUDGE BIOGRAPHIES



Chief Judge Robert A. Cooney

Judge Robert Cooney was elected to the bench in 2018 after serving as the elected Prosecuting Attorney for Grand Traverse County from 2012 to 2018. Judge Cooney is a 1986 graduate of Michigan Technological University with a Bachelor of Science degree in Electrical Engineering, and a 1992 graduate of Michigan State University School of Law where he received his Juris Doctorate Degree and served as Managing Editor of the Law Review. He earned his law degree as an evening student while employed full time as an Engineer for the United States Army.

After graduating from Law School, Judge Cooney served as a Pre-hearing Attorney for the Michigan Court of Appeals. In 1993, he was appointed Assistant Prosecuting Attorney for Grand Traverse County where he served for 19 years prior to being elected Prosecuting Attorney. Judge Cooney presides over the Drug Treatment and Domestic Violence Courts. He is currently President of the Grand Traverse Area Chapter of Families against Narcotics, an organization whose mission is to save lives by empowering individuals and communities to prevent and eradicate addiction. He also serves on the Board of Directors for the Michigan Association of Treatment Court Professionals (MATCP), whose mission is to provide leadership and education to treatment courts throughout the State, and the Board of Directors of Generations Ahead, an organization that empowers young parents to build positive relationships, strengthen family resilience, and raise healthy children. Judge Cooney lives on Old Mission Peninsula with his wife Karin, their three children, Katie, Jack, and Maggie, and dogs Bondar and Yosemite. The Cooney's are members of Central United Methodist Church of Traverse City.



Judge Michael S. Stepka

Judge Michael Stepka was elected to the 86th District Court in November 2010 and reelected in November 2016 and 2022. He grew up in Traverse City and graduated from Traverse City Central High School. After attending Northwestern Michigan College, he went on to receive his bachelor's degree from Central Michigan University where he graduated Cum Laude. He received his law degree from the University of Detroit School of Law.

After graduating from law school, Judge Stepka returned to Traverse City to practice law until he was elected to the bench. Judge Stepka served as a Grand Traverse County Commissioner from 2009-2010. For many years he served on the board of the Women's Resource Center, and was a longtime volunteer at the Third Level Legal Aid clinic and the Women's Resource Center Legal Aid clinic. Judge Stepka served as the Grand Traverse, Leelanau, and Antrim County Bar Association President, and was the Annual Law Day Chair for many years. Judge Stepka currently presides over the 86th District Court Sobriety Court. Judge Stepka lives in Traverse City with his wife Susan and he has two children, Michael, and Betsie. Judge Stepka and his wife have two Shit Tzus and a cat.

COURT ADMINISTRATION

Dawn Wagoner Court Administrator

Dawn is a 1993 graduate of Ferris State University where she earned a Bachelor of Science degree in Criminal Justice/Law Enforcement. She was hired by the Grand Traverse County Sheriff's Office in 1994 and spent most of her career at the Sheriff's Office in the Investigative Services Division where she specialized in child abuse and sexual assault crimes. In 2012, she was hired by the 86th District Court as a Probation Officer. Dawn was promoted to the position of Deputy District Court Administrator in 2017. She received her magistrate appointment in 2017. Dawn is a 2019 graduate of the National Center for State Courts, Institute for Court Management - Certified Court Managers program. In 2020, Dawn served on the Michigan Virtual Courtroom Task Force.

Dawn has served as a board member of the Traverse Bay Children's Advocacy Center and as the chairperson of the Tri-County Coalition for the Prevention of Child Abuse and Neglect. She was also a member of the Grand Traverse County Child Death Review team and served as the Region 5 representative of the Michigan Association of District Court Probation Officers. She currently serves as the 2nd Vice President of the Michigan Court Administrators Association, is the Michigan Court Managers Conference Committee Chair, is a member of the Diversity, Equity, and Inclusion sub-committee of the MCAA, and has served as the Chair of the MCAA Awards Committee. In October of 2022, Dawn was nominated and received the "Rising Star" award from the Michigan Court Administration Association.

In October of 2021, Dawn was asked to serve in the capacity of Interim Court Administrator for the 86th District Court. In January of 2022, she was asked to fill this position on a permanent basis. Dawn retired from the 86th District Court in May 2023, after 11 years of service to the 86th District Court.

Melanie Catinella Deputy Court Administrator

Melanie is a 2007 graduate of Michigan State University where she earned a Bachelor of Arts in Criminal Justice and a Bachelor of Science in Zoology with a concentration in Genetics. In 2008 she was hired by the Michigan Department of Corrections in Kent County as a Probation Officer. In 2011 she transferred to the Grand Traverse Probation/Parole Office as a Probation/Parole Officer.

In 2017 Melanie left the Michigan Department of Corrections and completed the National Law Enforcement Park Ranger Academy through Southwestern Community College in Franklin, NC. Following her graduation from the academy she worked as a Law Enforcement Park Ranger in Oregon, and Washington. In 2019, following a move to Maryland, she worked as a case manager for the Calvert County Adult Treatment Court.

COURT ADMINISTRATION CONTINUED

In January 2020 Melanie was hired by Grand Traverse County as the Deputy Probate Register. She held that position until accepting her current role as Deputy Court Administrator on February 14, 2022. She has been a member of the Michigan Court Administration Association since 2022.

Gwen Taylor Office Manager

Gwen graduated from Michigan State University with a Bachelor of Arts with a major in Criminal Justice. She went on to earn a Master of Public Administration at Grand Valley State University. Gwen began working for Grand Traverse County as an employee with the Sheriff's Office. She then worked as the Family Advocate for the Traverse Bay Children's Advocacy Center. Gwen returned to Grand Traverse County in 2017, as a Probation Officer. She was promoted to Office Manager in May 2021. From October 2021 to January 2022, Gwen filled to role of Deputy Court Administrator. She is currently a member of the Michigan Court Managers Association. In May 2023, Gwen was promoted to Court Administrator.

Sherise Shively Community Corrections Manager

Sherise has worked for Community Corrections since 2006. She has bachelor's degrees in Criminal Justice and Psychology and a master's degree in Clinical Mental Health with an emphasis in substance use disorder. She has served as a board member for Northern Lakes Community Mental Health and serves as the secretary for the Michigan Association of Community Corrections Managers.

She is a team member of both the Sobriety and Drug Court programs and participates in the Grand Traverse Opiate Settlement Task Force, as well as several substance use coalitions in the region. She participated in the Governor's Task Force for Pretrial and Jail incarceration and is active in the Pretrial Reform Initiative in Michigan.

GENERAL OVERVIEW

The 86th District Court is part of the judicial branch of government as provided for by the Michigan Constitution in 1963 and created by the Michigan Legislature in Public Act 154 of 1968.

The purpose of the District Court is to provide a system of justice for the citizens of Grand Traverse, Antrim, and Leelanau Counties. The District Court has jurisdiction over all civil cases where the amount in controversy is \$25,000 or less and all criminal misdemeanors. The District Court also handles all arraignments and preliminary examinations in felony matters.

Judges hold court in Traverse City five days per week. In Leelanau County, Court is held every Friday. In Antrim County, our District Court Judges hold Court every Wednesday. Judges travel to Antrim and Leelanau on a rotating schedule.

Our Court has three divisions: criminal/traffic, civil and probation.

NOTES FROM 2023

2023, was a year of continuous teamwork and rebuilding. With the retirement of key employees, staff turnover and the difficulty of filling positions, this made 2023, another learning and challenging year. In late May 2023, Dawn Wagoner, Court Administrator, retired after 11 years of service to the Court. Gwen Taylor was selected to fill the Court Administrator position and Sue Schaub was hired as the Office Manager.

We continued the slow process of filling positions due to turnover within the court. This turned out to be an unusually long process due to the lower-than-normal number of applicants for open positions. However, once those positions were filled, our few remaining experienced staff did an amazing job of pulling together and helping to train those new hires. Throughout most of 2023, more than half the entire staff of the 86th District Court had less than two (2) years of experience. Without the expertise and assistance of those few remaining experienced staff, we would not have been able to effectively train our new staff. Late 2023, District Court added 2 FTE probation officers back to the staffing plan to assist with timely addressing public safety concerns and properly manage caseloads.

Hires in 2023:

Dannah Miller 2/27/23 office specialist

Sara Jewell 2/27/23 office specialist

Sara Burfield 3/20/23 office specialist-(resigned 3/13/2024)

Amanda Trzaska 5/23/2023 office specialist

Kristina Komer 9/11/2023 office specialist (resigned 1/26/2024)

Garrett King 10/23/23 Probation Officer-new staff position in 2023*

Jennifer Hull 10/23/2023 Probation Officer-new staff position in 2023*

Kayla Riddle 10/23/2023-Community Corrections (resigned 3/8/2024)

Resignations in 2023

Rye Youatt 3/24/2023-Office Specialist

Stacy Donaldson Patton 1/17/2023

Elizabeth Stanichuk 8/16/2023

STAFFING PLAN

ADMINISTRATION

Dawn Wagoner – Court Administrator
 Melanie Catinella – Deputy Court Administrator
 Gwen Taylor – Office Manager

ANTRIM COUNTY STAFF –

Sarah Lorigan – Magistrate*
 Jerri White – Criminal/Traffic Clerk
 Taylor Simpkin – Criminal/Traffic Clerk
 Paulette Meyer – Civil Clerk

GRAND TRAVERSE COUNTY STAFF –

CRIMINAL/TRAFFIC DIVISION

Tammi Rodgers – Magistrate
 Sue Schaub – Office Coordinator
 Hope O’Bannon – Criminal/Traffic Clerk
 Kayla Sklener – Criminal/Traffic Clerk
 Courtney Saxton – Criminal/Traffic Clerk
 Rye Youatt – Criminal/Traffic Clerk

PROBATION DIVISION

Stephen Saylor – Sobriety Court Probation Officer
 Tom Chapman – Sobriety Court Probation Officer
 Beth Lajko – Drug Court Probation Officer
 Jana Morton – Probation Officer - GT
 Kristy Helmreich – Probation Officer – GT/Leelanau
 Elizabeth Stanichuk – GT/Antrim
 Cori Valle – Probation Clerk
 Martina Biddinger – Probation Clerk

Part-time employee (*)

LEELANAU COUNTY STAFF –

Norene Kastys – Magistrate*
 Cindy Schaub – Criminal/Traffic/Civil Clerk
 Patti Horrie – Criminal/Traffic/Civil Clerk

CIVIL DIVISION

Casey Holliday – General Civil Clerk
 Sara Burfield – Landlord/Tenant Clerk
 Sheila Blesh – Small Claims Clerk
 Tammie McLain*

ACCOUNTING TECHNICIAN

Tiffany Chupp

COMMUNITY CORRECTIONS

Sherise Shively – Community Corrections Manager
 Morgan Dumond – Community Corrections Officer
 Kayla Riddle – CC/Pre-Trial Services Officer
 Courtnie Smus – Compliance Officer

COURT RECORDERS

Tammy Martin
 Amanda Webster
 Hailey McGuire

MAGISTRATES AND ACTIVITY

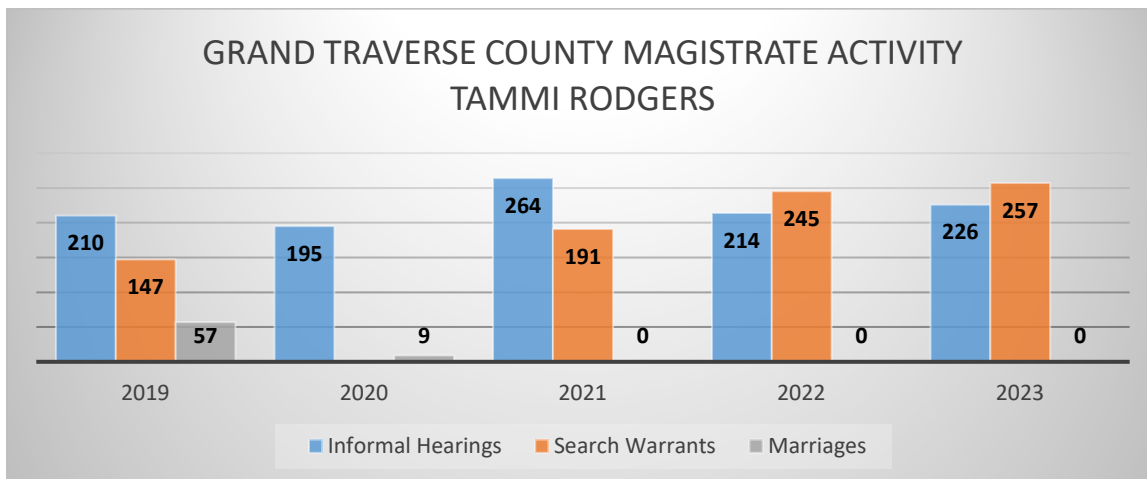
All Magistrates are appointed by the Chief Judge of the 86th District Court and with approval of the County Board of Commission that they will be assigned to work in. Magistrates are required to reside in the county that they are appointed to work in, serve at the pleasure of the judges of the District Court, take a constitutional oath of office, file a performance bond with the county treasurer and complete a training course in traffic law adjudication and sanctions as well as a New Magistrate Seminar given by the State Court Administrative Office.

The Chief District Court Judge authorizes the duties that our Magistrates are allowed to perform. These duties are set forth in a Local Administrative Order. Magistrates conduct informal hearings on traffic tickets, perform weddings, issue arrest warrants and sign search warrants, conduct arraignments and probable cause conferences, set bonds, and accept pleas for misdemeanors and sentence cases that have a maximum penalty of 90 days in jail and approve and grant petitions for appointment of attorneys to represent indigent defendants.

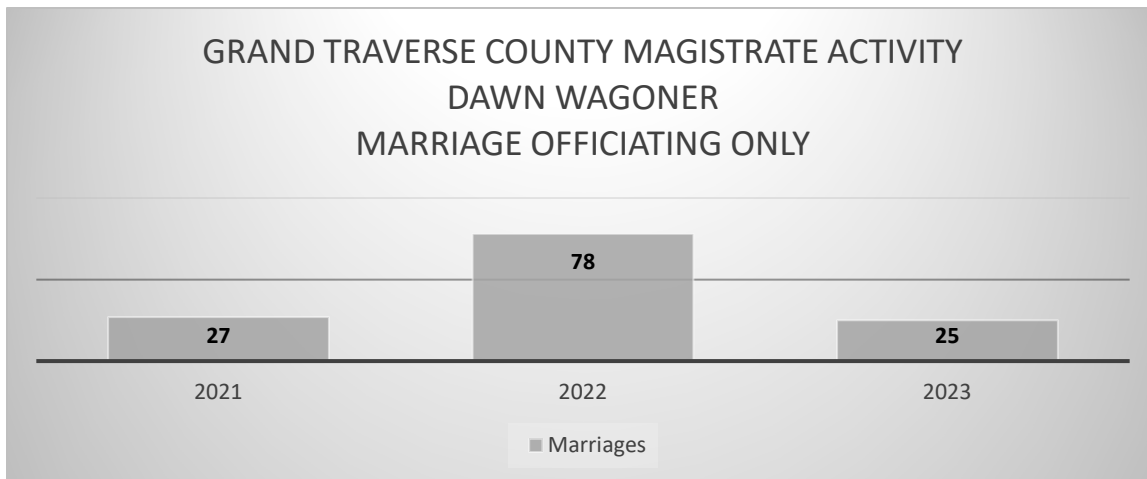
The 86th District Court has 4 magistrates that are appointed by the Chief Judge. Though the magistrates have assigned counties that they work in, all magistrates of the 86th District Court work together to serve the residents of all three of the counties within the 86th District Court jurisdiction.

TAMMI RODGERS – CHIEF MAGISTRATE – GRAND TRAVERSE COUNTY – 1.0 FTE

Magistrate Rodgers was appointed as a full-time magistrate in Grand Traverse County in February of 1992. Magistrate Rodgers is a 1980 graduate of Michigan State University - James Madison College. She graduated with a Bachelor of Arts degree in Justice, Morality and Constitutional Democracy. She also attended the National Judicial College and earned her Limited Jurisdiction Certification. Magistrate Rodgers was the chairperson for the Northwest Michigan Traffic Safety Association and is a longtime member of the Michigan District Court Magistrates Association. She is currently a training magistrate, mentoring newly appointed magistrates and has assisted with the editing of the magistrates traffic manual.

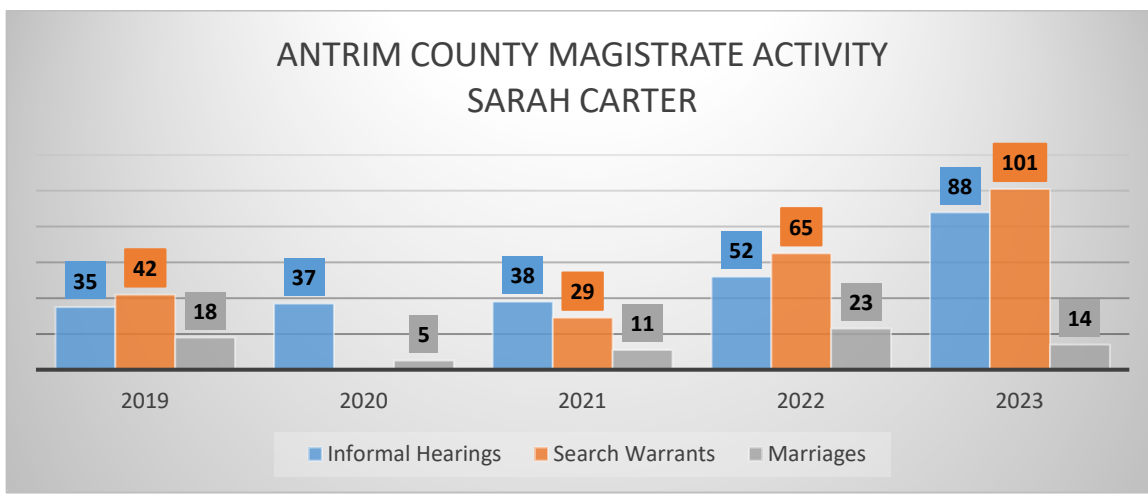


DAWN WAGONER – MAGISTRATE – GRAND TRAVERSE COUNTY – Is the Court Administrator and serves as a magistrate in a backup capacity. As of 2021, Magistrate Wagoner is the primary magistrate to officiate weddings in Grand Traverse County. She was appointed in 2017.



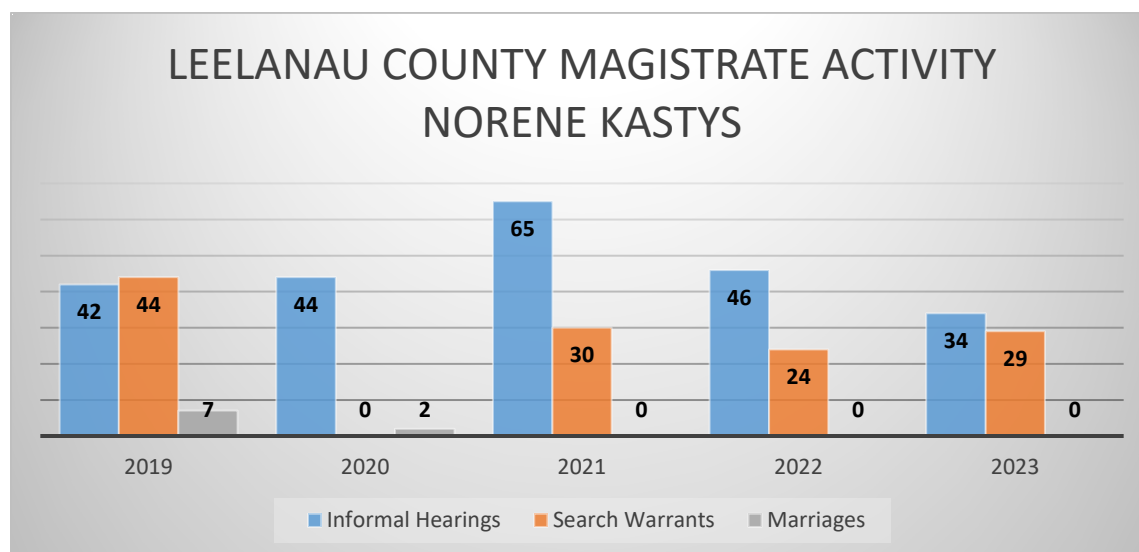
SARAH CARTER – MAGISTRATE – ANTRIM COUNTY – .6 FTE

Magistrate Carter was hired by the 86th District Court in 2018 and worked as a Compliance Officer in Antrim County until she was promoted to Probation Officer in Leelanau County. She was selected for the position of Sobriety Court Probation Officer in Grand Traverse County until she was appointed as a Magistrate in 2021 and assigned to Antrim County. She attended the University of Toledo where she earned her Bachelor of Arts degree in Sociology and is a member of both the Michigan Association of District Court Magistrates and the Women Lawyers Association of Michigan.



NORENE KASTYS – MAGISTRATE – LEELANAU COUNTY – .5 FTE

Magistrate Kastys was hired by the 86th District Court in October of 1998 and assigned to Leelanau County. She was appointed as a Magistrate for Leelanau County in August of 2000. She attended Michigan State University where she obtained her Bachelor of Arts in Business and Education. She was a past President, Vice President, Secretary, and current member of the Michigan Association of District Court Magistrates. In 2014 she received the MADCM Distinguished Service Award. Magistrate Kastys is a current board member of the Suttons Bay Art Festival, the M-22art2art Tour, and a retired 4-H Leader from Barry County.

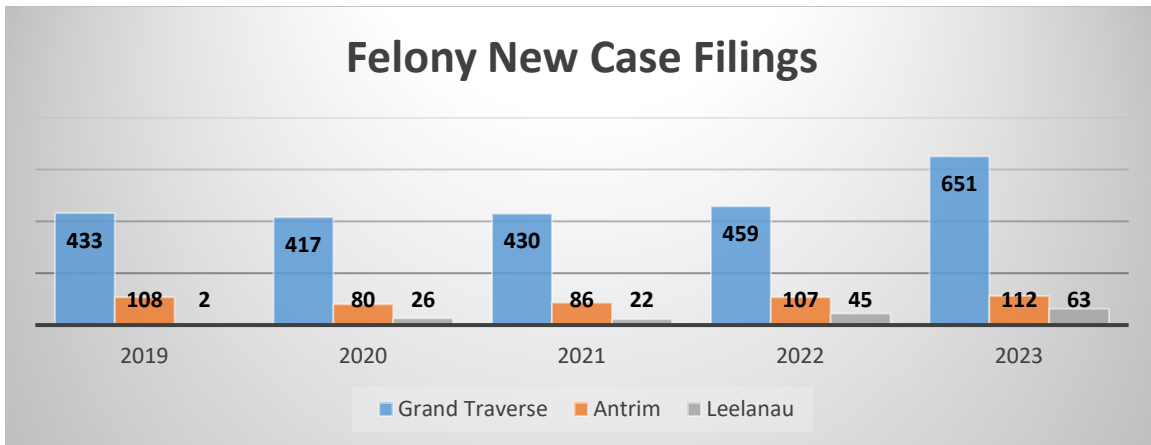
**CRIMINAL/TRAFFIC DIVISION**

Our criminal/traffic division clerks in all three counties are tasked with processing all the criminal/traffic cases in the district court. Their tasks involve tracking every case filed with the 86th District Court from beginning to end. This job requires a thorough understanding of the court system, knowledge of hundreds of codes, and the ability to perform a large amount of data entry with accuracy and attention to detail. They schedule all matters, open and close cases, communicate with the jails in all three counties regarding inmates that are court involved, and notifying the Department of State Police Records Division of case dispositions.

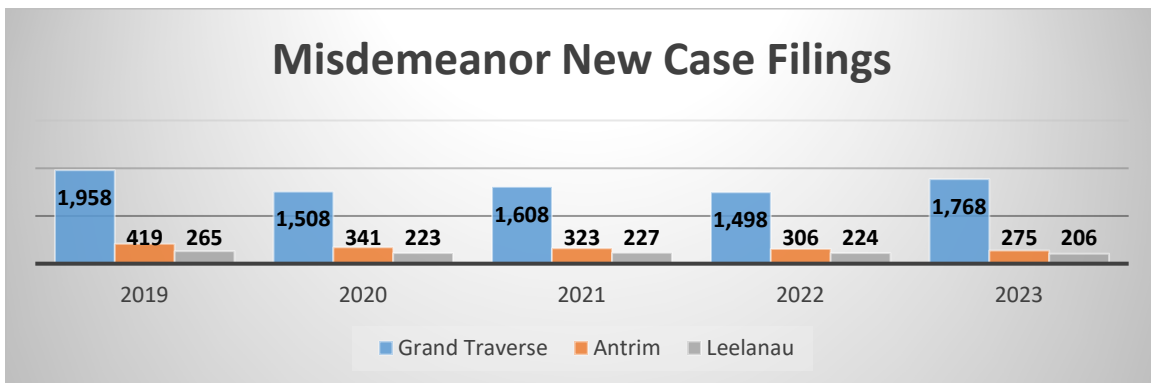
In addition, they are responsible for entering traffic tickets into the computer system, taking payments for both traffic and criminal cases, receiving, and disbursing bonds and notifying the Secretary of State of case dispositions. This division also handles weddings that are performed by the Court. Customer service is a big part of these positions as they have constant interaction with defendants, attorneys, law enforcement and the public, both face-to-face and on the telephone. Our court is proud of the fact that we consistently meet the required time guidelines for case disposition.

In Grand Traverse County, we have four full-time clerks and a full-time office coordinator assigned to these tasks. In Antrim County we have two full-time clerks which work in this division. In Leelanau County we have two full-time clerks which work in the criminal/traffic and civil division.

Felonies - The first court appearance for each defendant charged with a felony is the arraignment that is held in the District Court. The preliminary exam that follows must be held within 21 days after the arraignment and is also held in the District Court. If probable cause is established, then the defendant is bound over for further proceedings to the Circuit Court.



Misdemeanors - The District Court has jurisdiction over all crimes that are punishable by not more than one year in jail. The following statistics include all misdemeanor offenses; traffic and criminal, including Operating While Intoxicated. Indigent defendants are entitled to a court appointed attorney if their crime could result in a jail sentence.



Traffic - Civil Infractions - The 86th District Court receives violations of the motor vehicle code, township, or city ordinances, and DNR laws by way of tickets issued to citizens, from law enforcement agencies. These tickets come to us either electronically or in handwritten ticket form. Our court clerks then verify and enter the ticket information to begin the process.

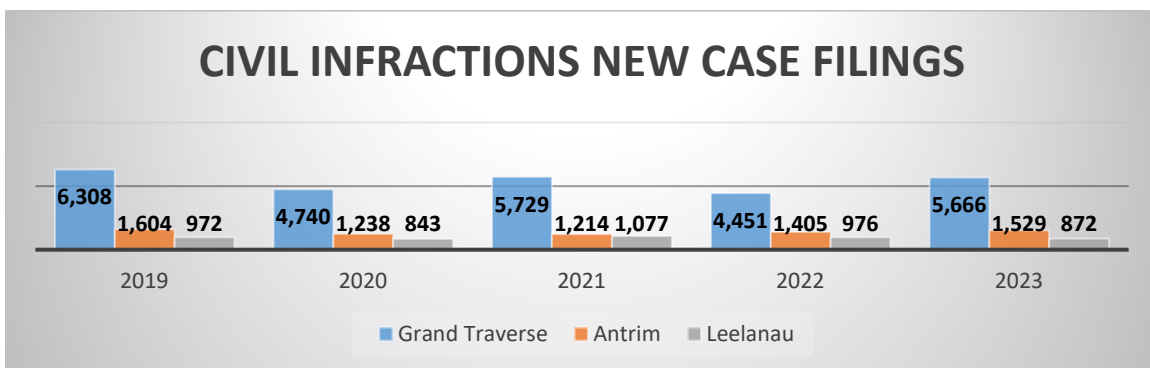
Most violations of the Michigan Vehicle Code are civil infractions. Probably the most common civil infraction is the speeding ticket.

A person receiving a civil infraction ticket can do one of three things:

1. Admit responsibility
2. Admit responsibility with an explanation
3. Deny responsibility and request an informal hearing in front of a Magistrate.

The decision of the magistrate may be appealed to the District Court Judge with a Formal Hearing.

This chart is a five-year comparison between the three counties of civil infractions that were filed with the district court.



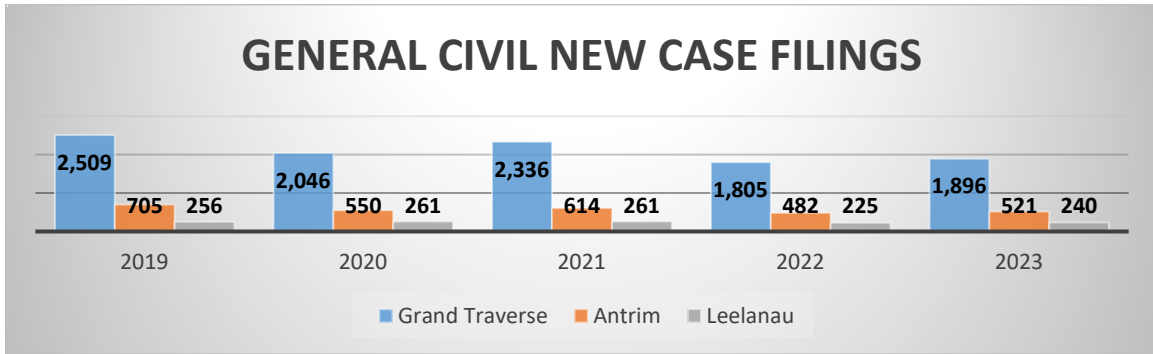
CIVIL DIVISION

In Grand Traverse County we have three full time clerks and a part time clerk assigned to process the civil case filings. In Antrim County we have one full time clerk assigned and in Leelanau we have two full time clerks assigned that also assist with the criminal/traffic clerk duties.

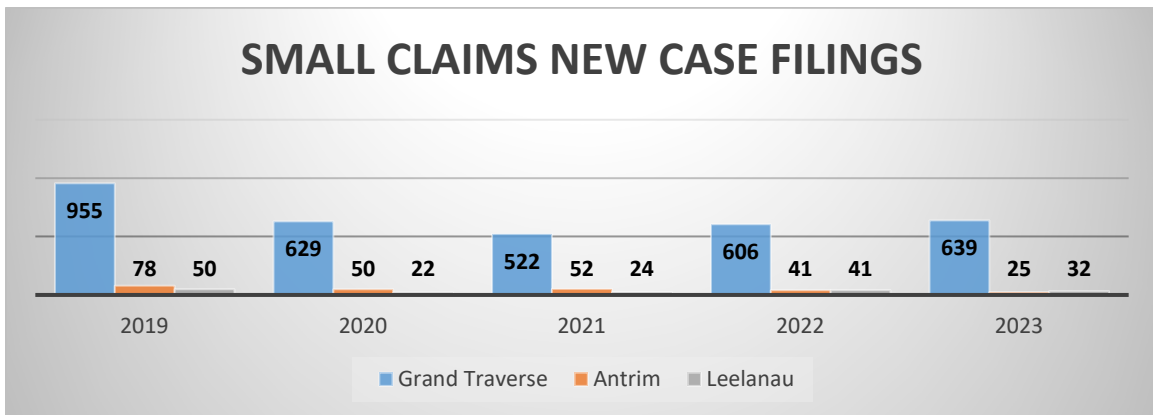
Each of the full-time clerks in the civil division in Grand Traverse County are assigned to a specific civil specialty and the part time clerk assists the full-time clerks with case entry and processing. In Antrim and Leelanau Counties, the clerks handle all the different types of civil cases. These positions require a thorough knowledge of civil court process and the ability to process many cases and information.

The civil division processes all general civil, small claims and summary proceeding (landlord-tenant) cases. They schedule civil hearings and trials, process civil writs, garnishments and they receive filing fees for cases filed. The clerks in this division have a thorough knowledge of their specific civil specialties and process many cases each year.

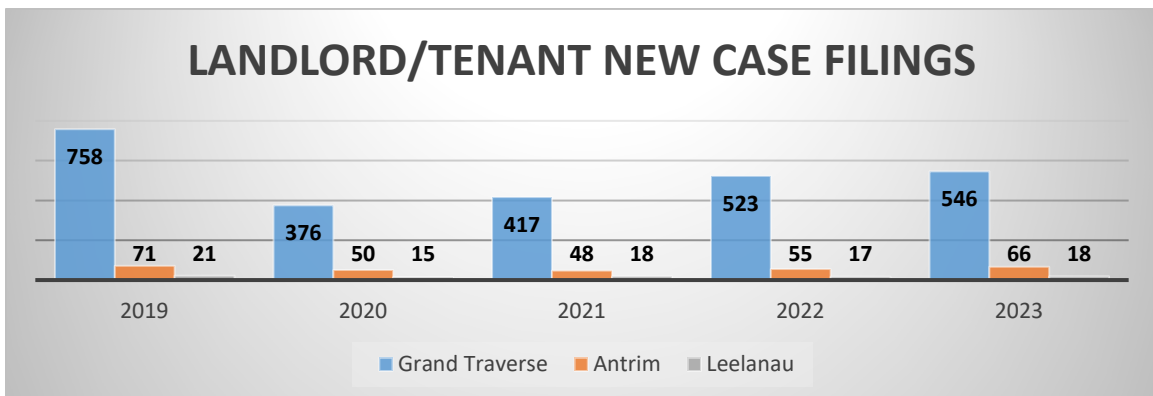
General Civil - The District Court has jurisdiction over disputes involving individuals and businesses where the amount in controversy is \$25,000 or less.



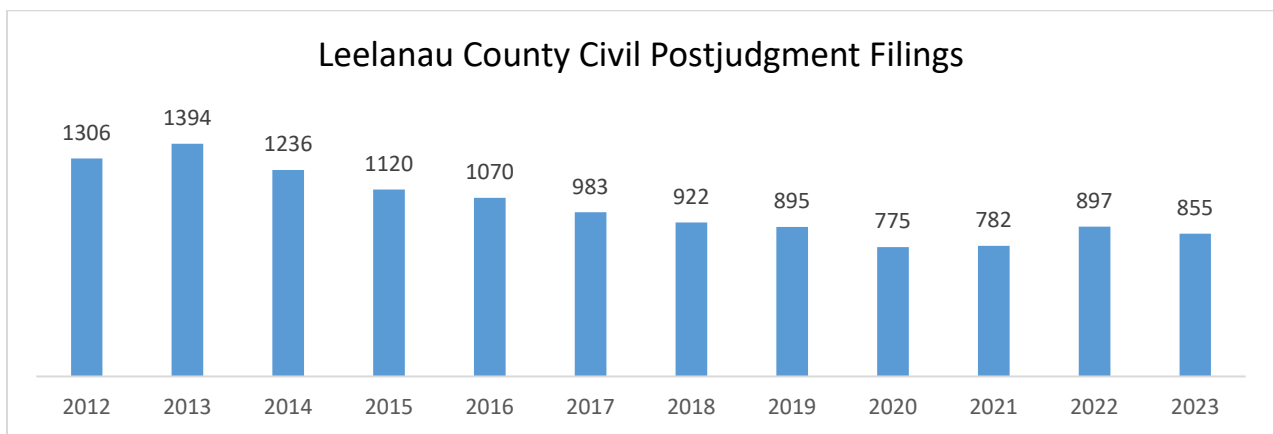
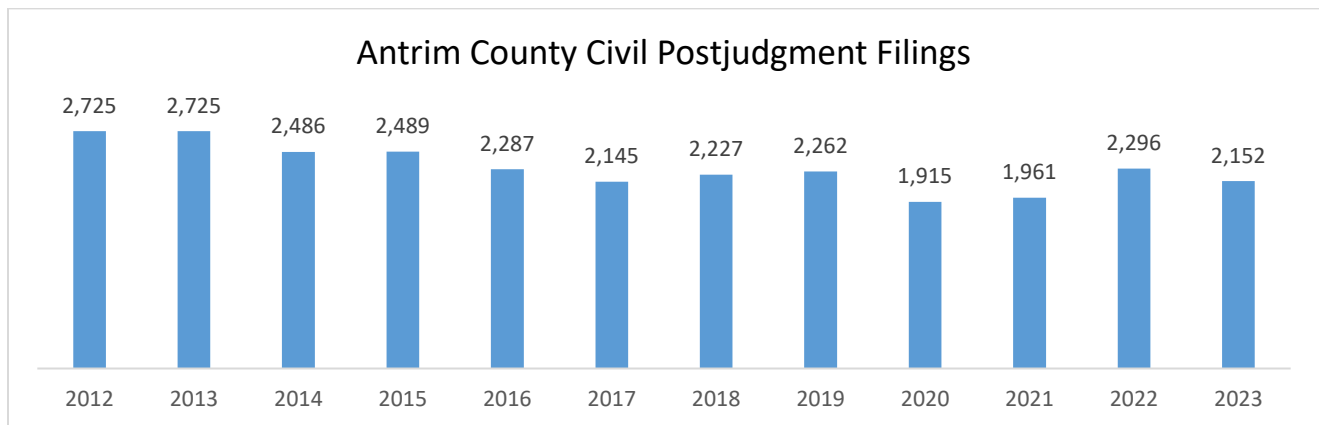
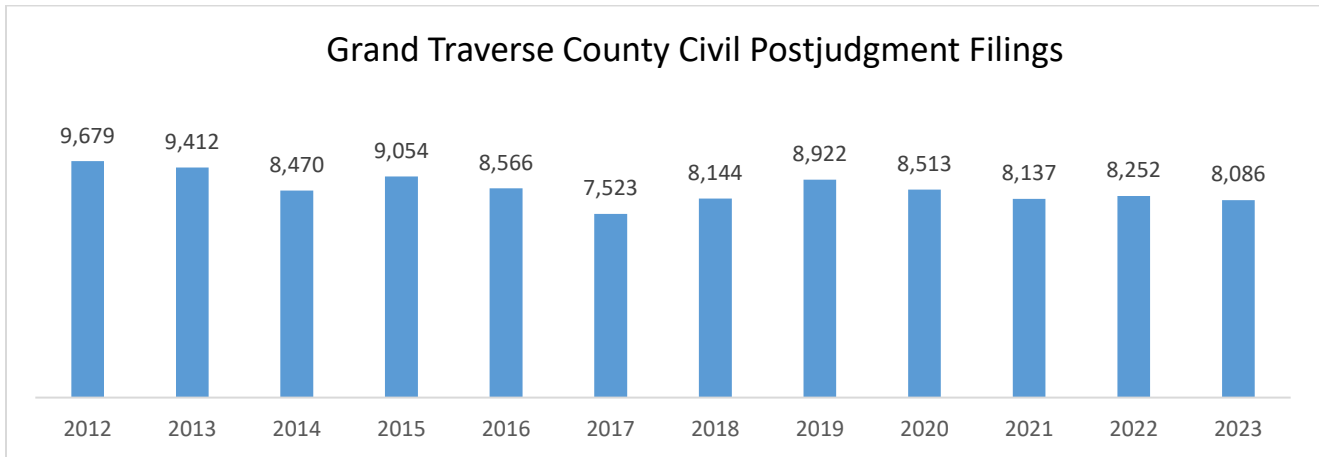
Small Claims - The plaintiff in a case that has an amount in controversy of not more than \$6,500 can elect to file in small claims. Lawyers cannot represent either party in a small claims case and the rules of evidence during a small claims trial are much less formal than in a general civil case trial. We continue to use a visiting judge to hear small claims cases.



Landlord/Tenant (Summary Proceedings) - Landlord/Tenant cases were created to provide real property owners a quick method to recover their property from a tenant or land contract vendee that is not complying with the terms of the lease or contract. These cases usually originate by apartment owners, land contract holders, mobile home park operators and even boat slip owners.



Post Judgment Filings – These filings mean that plaintiffs are filing garnishments, motions, writs of execution or writs of restitution in cases after obtaining a judgment to collect what is due to them. All these filings require a fee be paid, a portion which stays local and a portion that goes to the state.



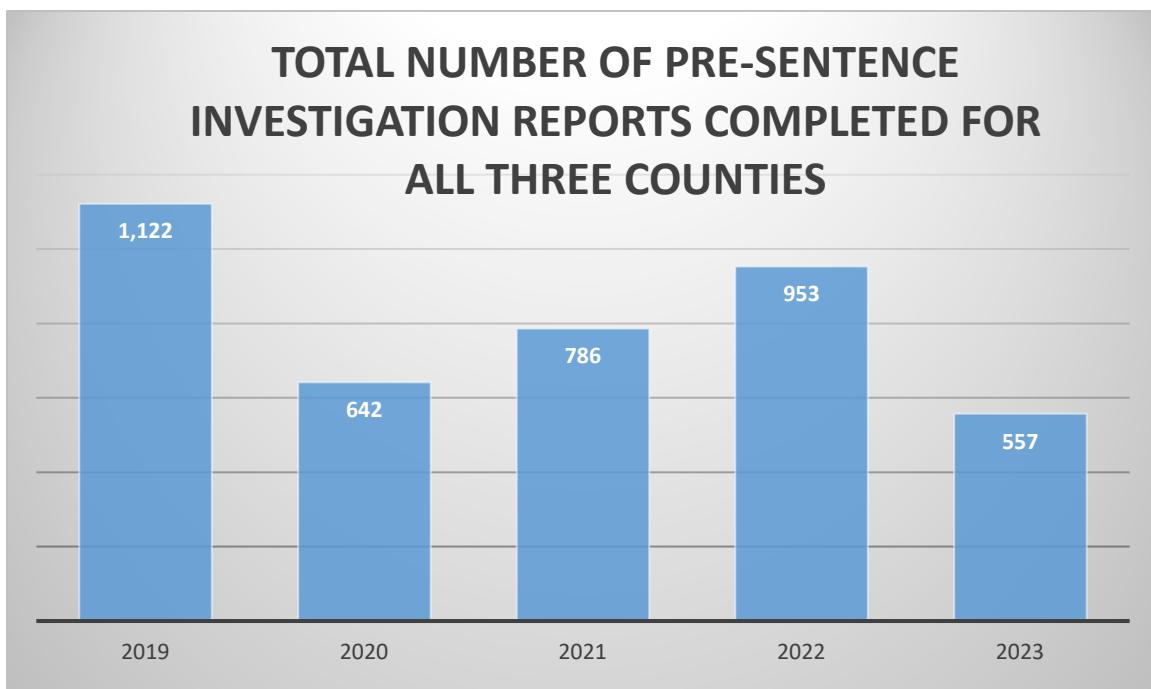
PROBATION DIVISION

The mission of the 86th District Court Probation Division is to provide quality services to judges, victims, probationers and the communities of Grand Traverse, Antrim, and Leelanau counties. The probation department performs two main functions:

1. Pre-sentence investigation reports (also known as PSI's)
2. Supervises defendants who were sentenced to a probation term.

In late 2023, the Boards of Commissioners allowed the Court to restore 2 probation positions to its staffing plan which brought the probation department to 8 full time probation officers at the end of 2023. We also have 2 full time probation clerks.

Prior to sentencing, the Judge may request a Pre-Sentence Investigation to be done by a probation officer in our Probation Department. The PSI is completed by interviewing the defendant and compiling information into one report with recommendations made by the probation officer on what should happen to the defendant in the case. The purpose of this report is to assist the Judge in sentencing a defendant.



Once a criminal defendant is sentenced to probation, the probation department takes over supervision of the case. This includes monitoring a defendant to ensure compliance with Court ordered requirements, scheduling any court dates related to defendants on probation, entering and processing any paperwork and entering any required LEIN information. The services that the probation department provides are necessary to restore victims and communities, protect the public, promote probationer accountability, and create a climate for probationer behavioral change.

86TH DISTRICT COURT – 2023 ANNUAL REPORT

PROBATION CASELOAD	2019	2020	2021	2022	2023
Grand Traverse	925	701	648	669	671
Antrim	154	119	91	105	105
Leelanau	158	117	116	100	100

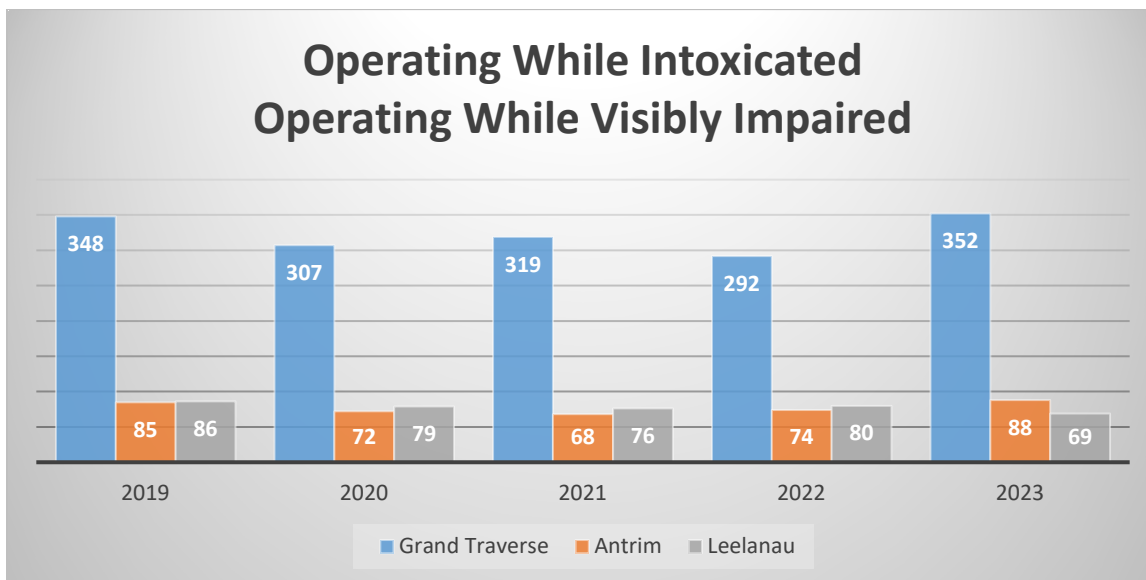
The chart above shows the Annual Probation Survey Report between the dates of January 1st to December 31st each listed year. The number used is the total number of adults on probation as of December 31st.

On December 31st of each year, the number of Probationers and their **MOST** serious offense:

	2019	2020	2021	2022	2023
Grand Traverse County					
Felony	42	35	50	35	32
Misdemeanor	874	662	596	620	655
Other	9	4	2	14	8
Antrim County					
Felony	1	0	2	3	4
Misdemeanor	153	119	88	102	123
Other	0	0	1	0	0
Leelanau County					
Felony	1	2	0	1	3
Misdemeanor	157	114	114	94	99
Other	0	1	2	5	2

On December 31st of each year, the **TYPE** of most serious offense:

	2019	2020	2021	2022	2023
Grand Traverse County					
Drug law violation	46	35	27	24	24
Driving under the influence	247	202	178	132	157
Other	632	464	443	513	514
Antrim County					
Drug law violation	3	1	2	0	0
Driving under the influence	57	41	41	46	43
Other	94	77	48	59	84
Leelanau County					
Drug law violation	3	1	0	0	0
Driving under the influence	93	61	57	58	50
Other	62	55	59	42	54



SPECIALTY COURTS

This caseload follows a nationally developed model of Drug Treatment Courts and is designed to provide treatment alternatives to repeat drunk drivers and those charged with felony drug offenses to promote rehabilitation and recovery in lieu of jail. With intensive supervision by a case manager and judicial monitoring throughout probation, these chemically dependent offenders may avoid incarceration by pleading guilty and successfully completing probation. Those with felony charges are sentenced to a 36-month probation. While those with misdemeanor charges complete a 24-month probation.

In 2019, both our Sobriety and Drug Treatment Courts went through the State’s Certification process and are now certified treatment courts. This certification allows our courts to be eligible for grant money through the State of Michigan.

Sobriety Court – Since 2001, the 86th District Court has had a successful Sobriety Court. The primary focus of the program 3rd offense drunk drivers. All Sobriety Court cases are heard in front of Judge Michael S. Stepka.

One of the many successes of a Recovery Court can be shown in the recidivism rates. The following chart shows a comparison of our program participants and graduates compared to matched pairs according to age, race, gender, geographic location, etc.

D86 – Grand Traverse Adult Hybrid Court

Conviction Within 3 Years of Admission	Any New Conviction	New Alcohol or Drug Conviction	Number of Matched Pairs
All Program Participants	14%	12%	174
Matched Comparison Members	31%	28%	

Graduates Only	1%	0%	107
Matched Comparison Members	32%	29%	

Statewide Adult Hybrid Court

Conviction Within 3 Years of Admission	Any New Conviction	New Alcohol or Drug Conviction	Number of Matched Pairs
All Program Participants	18%	11%	7,409
Matched Comparison Members	28%	20%	

Graduates Only	9%	5%	4,809
Matched Comparison Members	26%	20%	

2023 – Sobriety Court - Jail Alternative	GRAND TRAVERSE	ANTRIM	LEELANAU
Admissions in 2023			
Felony admissions	19	0	1
Misdemeanor admissions	0	0	2
Active Cases			
Felony	61	0	12
Misdemeanor	3	0	4
Successful Discharges			
Felony	19	0	5
Misdemeanor	2	0	
Unsuccessful Discharges			
Felony	5	0	0
Misdemeanor	0	0	1

Drug Court – The 86th District Court started our Drug Treatment Court in the fall of 2016. The primary focus of the program are those defendants with felony drug convictions. All Drug Treatment Court cases are heard in front of Judge Robert A. Cooney.

D86 – Grand Traverse Adult Drug Court

Conviction Within 3 Years of Admission	Any New Conviction	New Alcohol or Drug Conviction	Number of Matched Pairs
All Program Participants	46%	43%	61
Matched Comparison Members	36%	25%	

Graduates Only	0%	0%	14
Matched Comparison Members	43%	29%	

Statewide Adult Drug Court (Data are measured three years after admission into the programs since 2015)

Conviction Within 3 Years of Admission	Any New Conviction	New Alcohol or Drug Conviction	Number of Matched Pairs
All Program Participants	9%	5%	7,409
Matched Comparison Members	29%	21%	

Graduates Only	9%	5%	4,089
Matched Comparison Members	26%	20%	

2023 – Drug Court - Jail Alternative	GRAND TRAVERSE	ANTRIM	LEELANAU
Admissions in 2023			
Felony admissions	11	0	2
Active Cases			
Felony	35	0	0
Successful Discharges			
Felony	6	0	0
Unsuccessful Discharges			
Felony	11	0	0

Domestic Violence Court – Our criminal division has a separate docket referred to as our Domestic Violence Court. All misdemeanor charges of domestic violence filed in Antrim and Grand Traverse Counties are scheduled to be heard in front of Judge Robert A. Cooney. Having a specialized docket allows cases to come to trial quickly so that those cases are not only decided fairly, but also swiftly. Prompt court action enhances the safety of domestic violence victims and leads to prompt punishment and treatment of convicted offenders.

13TH CIRCUIT COURT COMMUNITY CORRECTIONS

Community Corrections Staff – Our Community Corrections division employs 1 full time community corrections manager, 2 full time community corrections pretrial service officers, 1 full time community corrections jail alternative officer and 1 full time compliance officer.

13th Circuit Court Community Corrections

The Office of Community Corrections (OCC) within Field Operations Administration of the MDOC administers Public Act 511 passed in 1988. The goal of the Act is to reduce prison commitments through state grant programs for community-based sanctions and services.

OCC works in cooperation with local governments to reduce admissions to prison, improve local jail utilization, improve rehabilitative services to offenders and strengthen offender accountability.

Local governments apply for grants by establishing community corrections advisory boards (CCAB's) which develop comprehensive corrections plans. The plans identify local policies and practices, as well as programs and services which will help achieve their goals. OCC requires each CCAB to identify linkages with Michigan Works! agencies, the local Substance Abuse Coordinating Agency, the local community health departments, local school districts and other agencies to help provide cost-effective and non-duplicated services to offenders.

Grants are awarded to help support services such as substance-abuse treatment and provide residential programs for certain types of offenders. Cognitive restructuring is often a part of treatment in the community.

Most of the offenders enrolled in treatment-type programs are sentenced felons. Offenders with higher sentencing guideline scores, probation violators and those who have convictions for driving under the influence of drugs or alcohol account for increasing proportions of new enrollees in residential programs. Misdemeanants account for most enrollments in Community Service Work and House Arrest Programs. By supporting appropriate use of non-prison sanctions for felony offenders who might otherwise go to prison, the department has helped reduce the state prison commitment rate.

The 13th Circuit Court Community Corrections Department has served Antrim, Grand Traverse, and Leelanau counties since 1991. Services are provided to both the Circuit Court and District Court offenders. The Community Corrections Department is a recognized leader in providing valuable information to Judges, Probation Agents, and participants of available programming to assist the participant in addressing their problems that bring them into the Criminal Justice environment. The available programs and services they provide enable the offender to become a healthy and productive member of society.

Programs offered by 13th Circuit Court Community Corrections include the following:

Pre-Trial Services- The process has three primary functions: to collect and analyze defendant information for use in determining risk, to make recommendations to the court concerning conditions of release, and to supervise defendants who are released from secure custody during the pretrial phase while on bond.

Probation Residential Services- Comprehensive chemical dependency treatment services offered in a structured treatment environment. Services often include individual and group counseling, structured physical activities, vocational training, relapse prevention support, social skills training, educational services, and community supportive recovery programs.

Recovery Home Supervision: Recovery homes (sometimes known as transition houses or T-houses) offer individuals with substance use issues a safe and sober living environment and provide a structured opportunity to work toward positive change in their lives. The recovery homes are supervised by Case Managers who offer residents educational, employment and life skills assistance to guide them on their path to getting and staying clean.

House Arrest Services: 24/7 GPS monitoring of offenders in lieu of jail. They must participate in outpatient counseling, drug/alcohol testing when required, community supportive recovery programs/meetings, be employed full time, and always provide proof of their whereabouts.

In-Home Alcohol Monitoring- Rental of portable breathalyzer units and continuous alcohol ankle monitors allow an offender the option to test at home or work in lieu of traveling to an agency to test. This reduces their need to miss work to test and relieves the cost of travel and time associated with getting to testing.

ANNUAL STATISTICS

2023	Grand Traverse	Antrim	Leelanau
Jail Alternative programs			
Assessed	59	11	4
Approved & Enrolled	49	9	3
Positive Completion	40	6	3
Failed and returned to jail	6	2	0
Successful Completion %	81%	67%	100%
Average Daily Jail beds saved	16	3.65	2.24
Jail Bed Days saved annually	4320	1682	294
Pretrial Services			
PRAXIS Assessments	571	30	31
Felony Defendants supervised	249	25	29
Failure to comply and returned to jail on bond	65	8	5

COURT RECORDERS

Court Recorders have the responsibility of making a permanent record of court proceedings and providing a transcript of these proceedings upon request. Along with the efforts of other clerical staff, a probation officer, and a court officer, they assist the judge in providing efficient docket movement. They are also responsible for filling out court disposition sheets as each case is heard, which provides for a written record of what transpires during a case from time of arraignment to conclusion.

All three counties are equipped with technology that allows for court proceedings to be captured on video. Each courtroom is also equipped with a Polycom system allowing our magistrates and judges to perform video arraignments and other hearings on defendants who are incarcerated without the defendant having to be physically transported to the courthouse. Since most jails around the state have this type of system, it also allows our judges to conduct these hearings on defendants around our state, without our jail staff having to provide a transport. This makes the process more efficient, safe and provides a cost savings for our counties.

COLLECTIONS

The court has a formal Collections policy and collection efforts have been implemented in all three counties. The 86th District Court utilizes an outside collections agency called Court Collections.

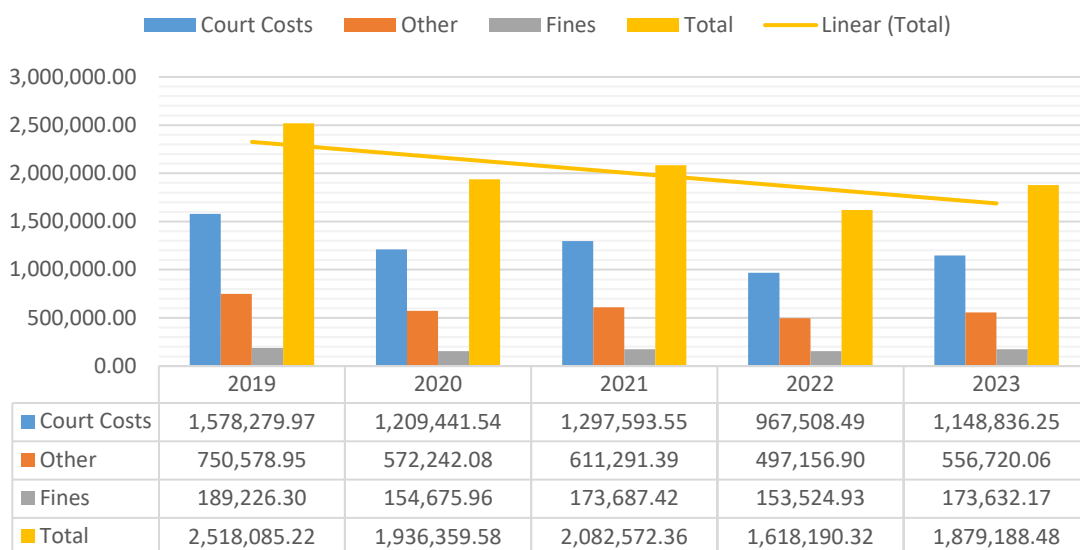
The purpose behind using the court collections agency was due to a decrease in the amount of court costs assessed due to a defendant's ability to pay and in anticipation of an even deeper reduction in the amount of court costs that can be imposed. It was felt that by eliminating a staff position and utilizing an outside agency, we could help offset that reduction.

All money collected is deposited with the County Treasurer and dispersed monthly according to state guidelines. Some of the collected money stays with the local county, the fines collected go to the local libraries, and other monies are distributed to the State of Michigan, local townships, and the victim's fund.

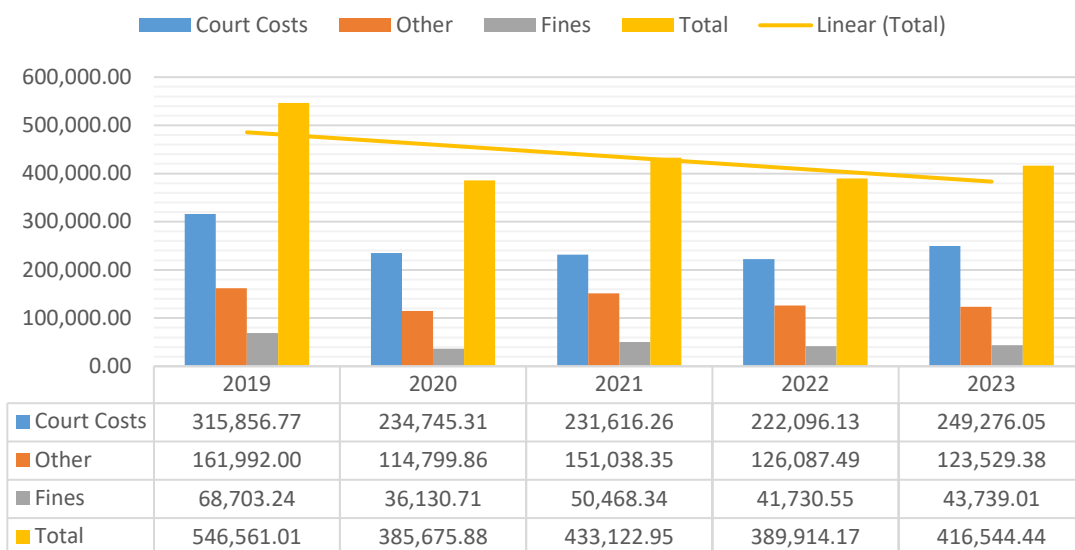
In 2016, the Michigan Supreme Court announced the adoption of amendments to court rules that codify existing case law regarding determining a defendant's ability to pay fines, fees, and costs. This has made the court review our collections procedures and has ultimately had a negative impact on the amount of money the court is able to collect. However, it is important to point out that the courts are not revenue generating entities.

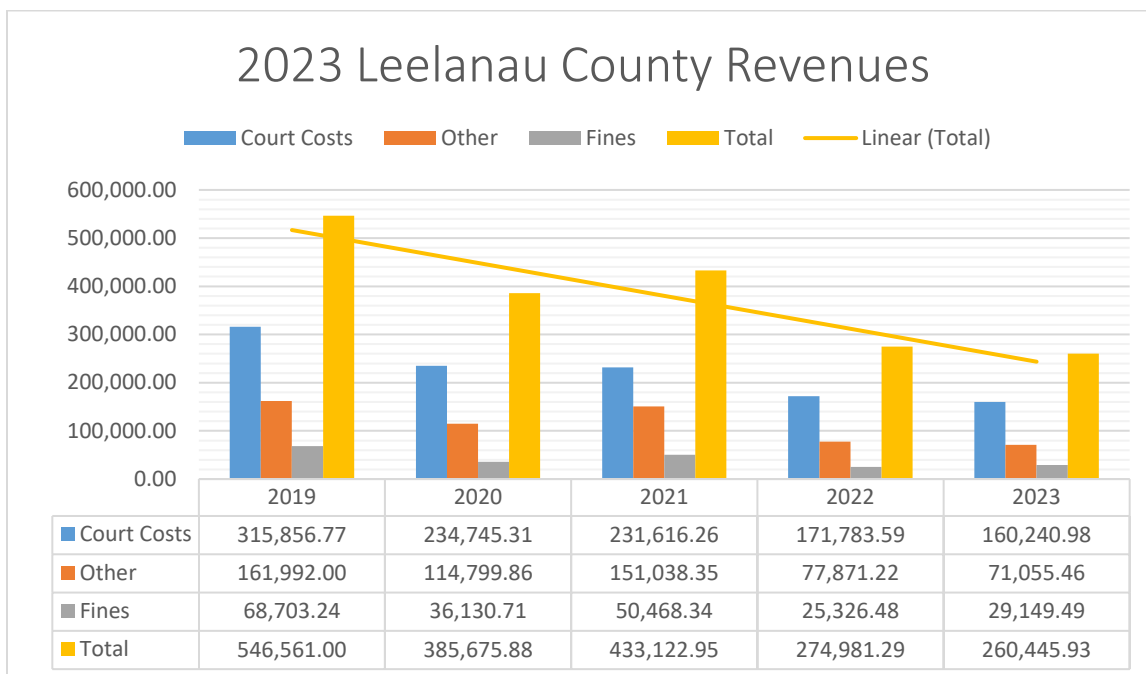
COURT FINANCES

2023 Grand Traverse County Revenues



2023 Antrim County Revenues





Grand Traverse County is the fiscal agent for the 86th District Court. Grand Traverse County is responsible for the processing, audit, verification, and payment of all operating expenses. The District Court maintains three separate budgets for each of the counties and one shared-cost budget. Separate budgets are also maintained for Community Corrections and for the grants associated with the Treatment Courts.

In October of 2022, Grand Traverse County went to a new system called Workday. Therefore, the reported expenditure types are now different from previous annual reports.

Total Budget

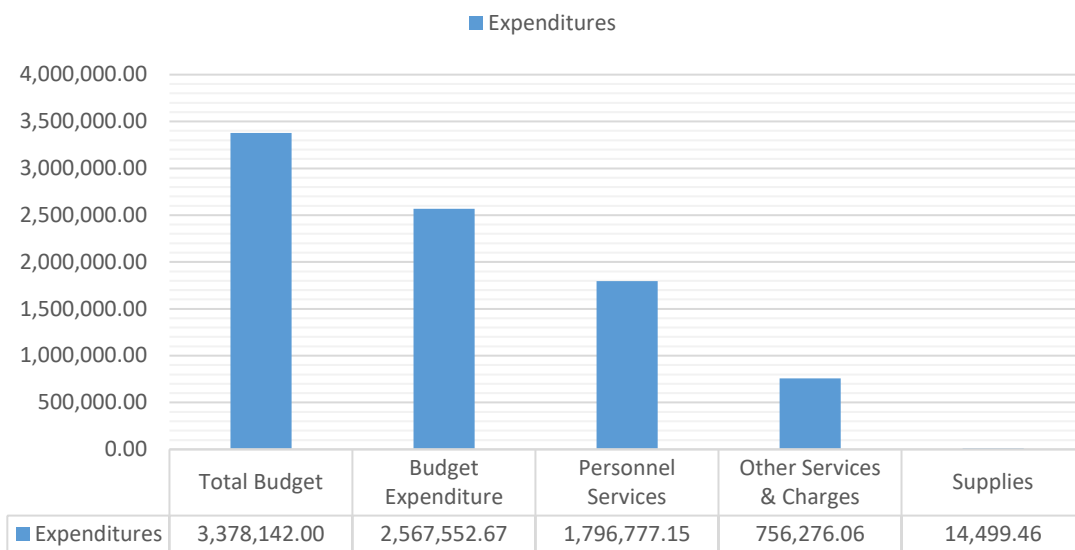
Budget Expended

Personnel Services include all costs associated with personnel

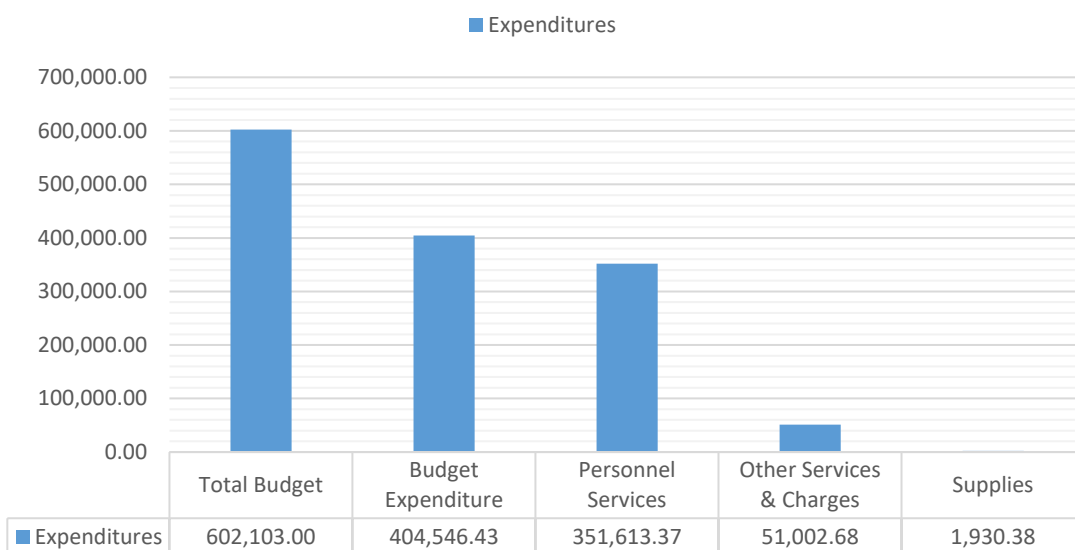
Other Services and Charges includes attorney fees, contract services, awards & recognition, conventions/conferences, copy machine use, county indirect costs, dues, employee training/development, tuition reimbursement, interpreters, IT charges, jury fees, office equipment repairs/maintenance, postage, printing and binding, service of papers, tele-cellular, telephone, transcripts, travel, visiting judge and witness fees

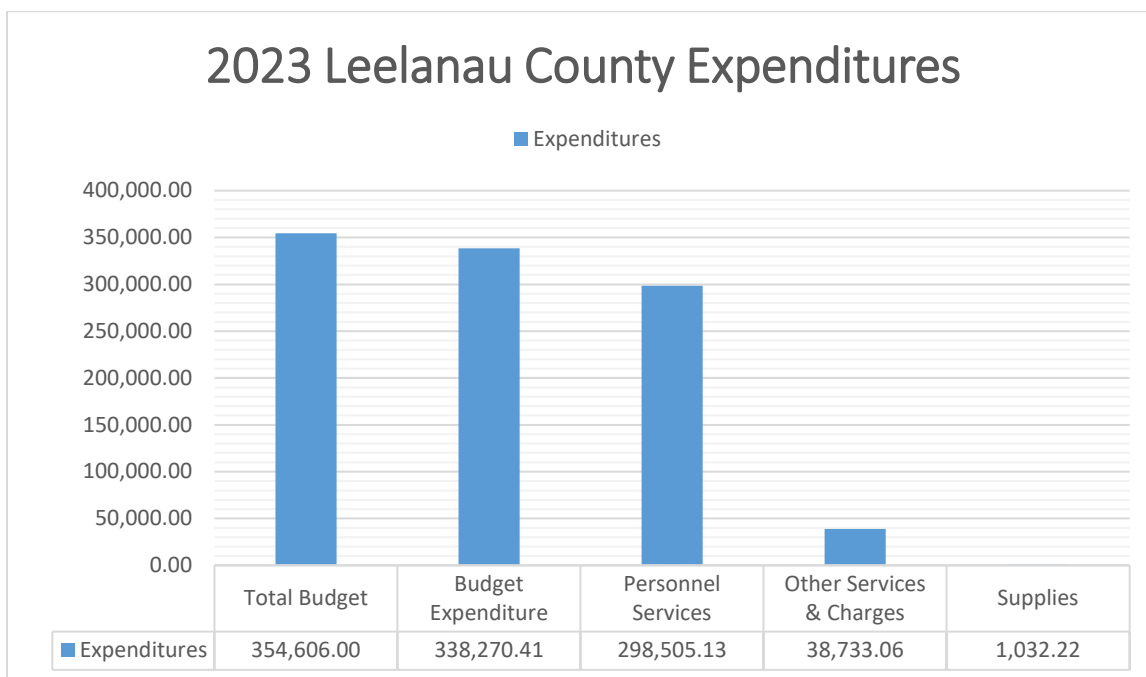
Supplies Includes office supplies, office equipment, other supplies

2023 Grand Traverse County Expenditures



2023 Antrim County Expenditures





STAFF RETIREMENTS

Dawn Wagoner

Dawn began her employment with the 86th District Court in October of 2012. Ms. Wagoner was hired as a probation officer and was promoted to Deputy District Court Administrator in 2017 and served as a magistrate. Dawn was also Interim Court Administrator for the 86th District Court and in January of 2022, she was asked to fill this position on a permanent basis. She retired from the 86th District Court in May 2023, after 11 years of dedicated service to the 86th District Court.

STAFF PROMOTIONS

Tiffany Chupp

Tiffany was promoted to the position of account technician in the fall of 2022.

Leelanau County Energy Futures Task Force

- One Year Report to Board of Commissioners -

Last revised, September 30, 2024

Executive Summary

With a mission *to identify opportunities and facilitate implementation of energy efficiency and renewable energy in Leelanau County*, the Leelanau County Energy Futures Task Force (EFTF) is proud to report these accomplishments since our creation in September 2023:

- Submitted a grant application for a \$1.5 M solar project at the Government Center with an estimated savings for the County of over \$35,000 annually and \$1M the following 30 years
- Submitted a \$19,080 grant application for a survey and study of Leelanau County energy use, energy policy and citizen behaviors and attitudes.
- Assisted with the preparation for a grant for EV charging infrastructure on Grand Traverse Band of Ottawa and Chippewa Indian (GTB) properties
- Published 4 public education articles
- Presented 2 public education speaker programs

In the future, we look forward to continuing our work in the following areas:

- Determine the viability of installing EV charging infrastructure at the Government Center
- Research the viability of converting portions of the county vehicle fleet to hybrid and/or electric vehicles
- Seek new outlets to communicate and educate Leelanau citizens
- Exploring shifts in energy policy
- Continue to look for and act on opportunities to advance energy efficiency and clean energy in Leelanau County

Recommendations

- Extend the Leelanau County Energy Futures Task Force for three years

Full Report

Formation of the Task Force

A group of citizen advocates for energy efficiency and clean energy coalesced in 2023 and approached the Leelanau County Commission with a proposal to formally address and participate in the energy transition taking place across our nation.

Work to assemble the task force began prior to its official creation with a call out to the community for potential members. In seeking to construct a well-rounded organization, organizers sought representatives from six categories within the Leelanau community: agriculture, utilities, nonprofits, government, tribal nations, and interested citizens. In the end, fourteen citizens from all six desired categories were appointed to the new task force.

In its September 19, 2023 meeting the Leelanau County Board of Commissioners approved the creation of a new 14 member task force in a 7-0 unanimous vote. The newly created task force was given an advisory status under the banner of the Leelanau County Energy Futures Task Force with the mission: ***To identify opportunities and facilitate implementation of energy efficiency and renewable energy in Leelanau County*** and a proviso that “any projects that involve county expenditures or are in County facilities must have Board approval.” They were tasked with meeting, organizing, and reporting back to the commission on their activities in approximately one year.

The task force held its first formal meeting on October 5, 2023. Clerk Michelle Crocker and Deputy Clerk Jenifer Zywicki swore in all members. After detailed introductions, members discussed and reaffirmed the Mission and Goals, identified three major areas of interest (energy efficiency & education, clean transportation, projects) and established membership in the three work groups. Finally, the group established meeting rules and set a tentative calendar for future meetings. In a subsequent meeting, Joe DeFors and Commissioner Gwenne Allgaier were appointed Co-Chairs.

Task Force Mission and Goals

The Mission and 5 goals as approved at the first formal meeting on October 5, 2023 are as follows:

Mission

To identify opportunities and facilitate implementation of energy efficiency and renewable energy in Leelanau County.

Goals

1. Education. Provide the Leelanau County community with accurate and up-to-date information on the need for, and advantages of, energy efficiency and renewable energy.
2. Role Modeling. Look for opportunities in County operations where energy efficiency and clean energy solutions may be employed.
3. Policy. Look for opportunities to develop and advance energy efficiency and renewable energy friendly planning & zoning language throughout Leelanau County.
4. Project Development and Fund Raising. Identify opportunities for new energy efficiency and renewable energy projects in the County. Seek (with the support of the County Commission) grants and funding opportunities to support them.
5. Reporting and Recommendations. Make reports and recommendations on matters of interest, of importance, or opportunity to the County Commission.

Workgroups and Their Endeavors

As mentioned previously, three major areas of interest were identified by task force membership: Energy Efficiency & Education, Clean Transportation, and Clean Energy Projects. Members joined one of the 3 workgroups according to their personal interests.

In earliest discussions, task force members determined they would prioritize clean energy opportunities within county government operations first, thereby creating a role model for county constituents.

Energy Efficiency & Education Workgroup

Educational articles. Early on we sought a way to educate and provide Leelanau County residents with tips and information on energy efficiency. Without internal funding, we looked for opportunities to do so using available means. This led to a relationship with Leelanau County Senior Services which, among other services, produces a free bi-monthly newsletter, *The Leelanau Connection*, for approximately 6,300 Leelanau citizens. They made a space available for our content which appeared for the first time in their January/February 2024 issue. Some topics covered have been: “Preparation for a Power Outage”, “Winter Energy Efficiency and Cost Savings”, and “Tips for Surviving a Power Outage”.

Public education programs. Seeking to reach a citizen audience with a wide range of backgrounds and levels of familiarity with the science of energy technology and distribution, our workgroup brainstormed possible topics and

speakers for in-person educational presentations. To date, we offered two well attended programs at the Leland Township Library: “Renewable Energy 101”, and “How the Grid Works”. Public reviews were overwhelmingly positive, so we will continue to organize and schedule educational programming.

White Paper. Questions were brought to the task force regarding claims made by a local business with an offer to purchase solar renewable energy credits from local solar owners. To assist with better understanding and educating task force members on the issues involved one task force member with professional experience in this general area volunteered their time to research and produce a detailed white paper titled Solar Renewable Energy Certificates and Markets in Michigan.

Energy Briefs. Because our task force members and public attendees also have diverse backgrounds and levels of sophistication regarding the complex field of energy, we have devoted a portion of each meeting to a brief lecture/discussion developed by Co-Chair Joe DeFors on variety of relevant topics to enhance members/attendees knowledge and capacity. Topics covered have included: “Why Clean Energy Matters”, “Other Types of Clean Energy Beyond Wind and Solar”, “Community Solar”, and others.

Clean Transportation Workgroup

A variety of federal grants have been announced under the banner of clean transportation and there are federal funds available for building out electric vehicle infrastructure in Michigan. Where applicable, these grants would support electric vehicle charging structure, charging stations, electric busses and other components of clean transportation. However after research, it was found that Leelanau is not included in priority areas for development. With this knowledge, the workgroup focused its attention on the following projects:

1. Our GTB liaison-member has initiated a plan to write a grant for electric vehicle charging infrastructure at one or more of the GTB properties in the area. While this project would not be exclusive to Leelanau County, nor would the grant be written in the name of the Leelanau County, task force work and discussions were a direct catalyst for this project.
2. With the assistance of the Clean Energy Projects workgroup, research is underway to determine whether EV charging stations might be placed at the government center, and whether grant funding might be found for such a project. This project is still in a research phase.
3. With a goal of identifying whether any part of the county vehicle fleet could be transitioned to hybrids or electric vehicles, the workgroup began interviews with County department heads, making clear that we were looking for opportunities where available vehicle Hybrid/EV configurations matched actual department

needs. As part of the assessment, data was requested on vehicle types, age, mileage and gas consumption; in some cases, relevant data collection was initiated for future consideration. This project is still in the information gathering phase.

Clean Energy Projects Workgroup

The Clean Energy Projects workgroup has had a variety of discussions on several topics. But as grant opportunities presented themselves, they opted to pursue two attractive and immediately viable projects:

1. Submitted a grant application for a \$1.5 M solar project to be constructed at the Leelanau County Government Center. If awarded, this project would provide approximately one third of all power requirements at the campus, save approximately \$35,000 annually, and \$1M over the life of the project.
2. Submitted a \$19,080 grant application for a survey and study of Leelanau County energy use, energy policy and citizen behaviors and attitudes. If awarded, this project would be accomplished in partnership with the University of Michigan, School of Environment and Sustainability graduate students.

Summary of Accomplishments and Challenges

Accomplishments

- Representation of six community categories in all task force work (agriculture, utilities, nonprofits, government, tribal nations, and interested citizens)
- Created an educational article series in Senior Services Newsletter
- Provided public Education Programs
- Grant application for Government Center Solar Installation
- Grant application for community-wide energy study & survey
- Broad citizen support expressed in the face of resistance to task force efforts

Challenges

- Coordination with County for publication of meeting dates and minutes
- Member attendance
- County process slows grant applications
- Some public resistance to task force initiatives

Future Endeavors

- Community study/survey of energy use, citizen behaviors and attitudes
- Possible grant for Hybrid/EV charging infrastructure on GTB lands
- Research underway for Hybrid/EV charging infrastructure at Government Center
- Research underway on the viability for conversion of a portion of county vehicle fleet to hybrid or electric alternatives
- Research underway seeking new ways to communicate and educate a larger segment of Leelanau citizens

Recommendations

1. Extend the Leelanau County Energy Futures Task Force for three years.

Respectfully submitted, Leelanau County Energy Futures Task Force

Member	Category	Report Support
Gwenne Allgaier	Local Government	Support
Lois Bahle	Citizen	Support
Lisa Brookfield	Local Government	Support
Joe DeFors	Nonprofit	Support
John Dindia	Agriculture	Support
Eric Gustad	Utility - Consumers Energy	Support
Courtney Hessell	Tribal Government - GTB	Support
Bronwyn Jones	Citizen	Support
Melinda Lautner	Agriculture	Abstain
Russ Packard	Nonprofit	Support
Kama Ross	Local Government	Support
Steve Ruddell	Citizen	Support
Tom VanPelt	Utility - Cherryland Electric	Support
Peter Wolcott	Nonprofit	Support

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Community Development</u> Contact Person: <u>Gail Myer</u> Telephone Number: <u>256-9812</u>	Submittal Dates <input type="checkbox"/> Select Meeting Type: <u>Regular Session</u> Date of Meeting: <u>10/08/2024</u>
Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ Description: <u>Select One</u>

Budgeted Amount: _____ Contracted Amount: _____

Document Description

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

At the July 2024 Executive Committee Meeting of the County Board, a request was submitted for the County Board to consider terminating the West Bay/West Shore Brownfield Plan. The process to terminate a Plan was outlined per Sec. 14 of the Brownfield Financing Act., P.A. 381 of 1996, item (8)(b). The steps have been followed under P.A. 381 of 1996 to notify the developer and provide an opportunity to be heard at a public meeting on October 8 at the Regular Committee Meeting of the County Board.

If no public input is received at the October 8 public meeting, the County Board may consider approving the Resolution to terminate the Brownfield Plan for West Bay/West Shore Hotel Redevelopment.

Attached is a draft Resolution for termination of the West Bay/West Shore Brownfield Plan.

Suggested Recommendation:

I move to recommend that the County Board of Commissioners approve Resolution No. 2024- XXX Resolution to Terminate The Brownfield Plan for West Bay/West Shore Hotel Redevelopment; since the project described in the West Bay/West Shore Hotel Redevelopment Brownfield Plan failed to occur within 2 years of the date of the resolution adopting the plan, March 20, 2007, or within 2 years of the date of the resolution adopting the plan amendment, June 20, 2017, and there are no outstanding obligations.

Department Approval: Gail Myer Date: 10-4-24

**COUNTY BOARD OF COMMISSIONERS
LEELANAU COUNTY**

Commissioner _____, supported by Commissioner _____, moved the adoption of the following resolution:

Resolution No. 2024-_____

**RESOLUTION TO TERMINATE THE BROWNFIELD PLAN FOR WEST BAY/WEST
SHORE HOTEL REDEVELOPMENT**

WHEREAS, on March 20, 2007, the County Board of Commissioners approved a brownfield plan (the "Plan"), and on June 20, 2017, the County Board of Commissioners approved a brownfield plan amendment under which the Leelanau County Brownfield Redevelopment Authority (the "BRA") authorized the capture of tax incremental revenues to fund eligible activities to support the redevelopment of the property located at 13336 and 13380 South West-Bay Shore Drive, Traverse City, MI 49684 (Parcel ID Numbers: 004-033-088-00, 004-033-090-01, and 004-898-090-01); and

WHEREAS, under the terms of the Plan, the BRA was to reimburse the developer for Baseline Environmental Assessment, Due Care Compliance, and additional response activities from the projected tax increment revenues to be captured after the property was redeveloped as a hotel, marina, and related uses.; and

WHEREAS, the redevelopment of the property and the purposes for which the plan was established was not undertaken within 2 years following the approval of the Plan, and all tax increment collected by the Plan to date has been utilized to pay any outstanding obligations; and

WHEREAS, the County Board of Commissioners has determined that it is in the best interest of the County to formally terminate the Plan pursuant to the procedure in Section 14(8) of the Act 381 of the Public Acts of 1996, as amended.

WHEREAS, at least 30 days prior to the adoption of this resolution, the County provided written notice of the proposed termination of the Plan to the Developer and informed them of the opportunity to be heard regarding the matter at the County Board of Commissioners meeting on _____, 2024.

NOW, THEREFORE, it is resolved as follows:

1. The County hereby formally terminates the Plan pursuant to Section 14(8) of the Act.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Yeas: Commissioners: _____

Nays: Commissioners: _____

Abstain: Commissioners: _____

Absent: Commissioners: _____

Resolution adopted.

CERTIFICATION

I certify this is a true and complete copy of a resolution adopted by the Leelanau County Board of Commissioners at a meeting held on _____, 2024.

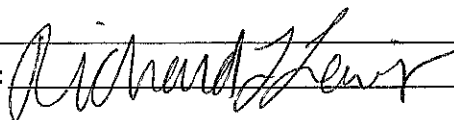
Date: _____, 2024

Michelle L. Crocker, Leelanau County Clerk

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Leland Dam Authority</u> <input type="checkbox"/> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>(231) 256-9711</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td><input type="checkbox"/> Select Meeting Type:</td> <td><u>Regular Session</u> <input type="checkbox"/></td> </tr> <tr> <td>Date of Meeting:</td> <td><u>09/08/2024</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type:	<u>Regular Session</u> <input type="checkbox"/>	Date of Meeting:	<u>09/08/2024</u>						
Submittal Dates													
<input type="checkbox"/> Select Meeting Type:	<u>Regular Session</u> <input type="checkbox"/>												
Date of Meeting:	<u>09/08/2024</u>												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td><input type="checkbox"/> Select One:</td> <td><u>Bid/RFP</u> <input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other:</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Account No.:</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> CIP Project?</td> <td><u>Bridge Walkway & Railing</u> <input checked="" type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> If Grant, Match Account No.:</td> <td>_____</td> </tr> </table>	Financial/Source Selection Method		<input type="checkbox"/> Select One:	<u>Bid/RFP</u> <input type="checkbox"/>	<input type="checkbox"/> Other:	_____	<input type="checkbox"/> Account No.:	_____	<input type="checkbox"/> CIP Project?	<u>Bridge Walkway & Railing</u> <input checked="" type="checkbox"/>	<input type="checkbox"/> If Grant, Match Account No.:	_____	Vendor: <u>Fisher Contracting Company</u> Address/ Phone: <u>3401 Contractor Drive/PO Box 1787</u> <u>Midland, MI 48641-1787</u> Description: <u>Select One</u>
Financial/Source Selection Method													
<input type="checkbox"/> Select One:	<u>Bid/RFP</u> <input type="checkbox"/>												
<input type="checkbox"/> Other:	_____												
<input type="checkbox"/> Account No.:	_____												
<input type="checkbox"/> CIP Project?	<u>Bridge Walkway & Railing</u> <input checked="" type="checkbox"/>												
<input type="checkbox"/> If Grant, Match Account No.:	_____												
Budgeted Amount: _____ \$ <u>0.00</u> Contracted Amount: _____ \$ <u>124,736.77</u>													
Document Description													
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization													
<p>Please find attached the bid analysis cover letter and spreadsheet prepared by Machin Engineering. Also attached are the proposals submitted by Fisher Contracting and Easling Construction.</p> <p>The Leland Dam Authority (three of five members) met Thursday, October 3rd to review the bids. They are recommending the Board of Commissioners accept the bid of Fisher Contracting in the amount of \$124,736.77.</p> <p>The recommendation is based on two factors. First is the desire to undertake a replacement with a product that will last longer than treated lumber and have extended durability and low maintenance. Both the Ipe and Thermally Modified Ash meet that objective. Second, is to use a product that is sustainable and from North America. Fisher Contracting proposal is 100% Thermally Modified Ash whereas Easling Construction is a mix of the two products. Maple and black locust products were also investigated by Machin Engineering.</p>													
<p>Suggested Recommendation:</p> <p>I move that the Leelanau County Board of Commissioners accept the bid presented by Fisher Contracting as recommended by the Dam Authority for the Dam Walkway and Railing Project in an amount not to exceed \$124,736.77. Funds to be transferred from the General Fund Contingency to Fund 805 and authorize the chairman to sign the contract.</p>													

Department Approval:



 Date: 10/04/2024



PROJECT MEMORANDUM

Project:	<u>Leland Dam Pedestrian Bridge Repair</u>	Bid Results from
Client:	<u>Leelanau County</u>	RE: <u>9/27/24 opening</u>
Recorded By:	<u>Patrick J. Machin</u>	Project No: <u>24132</u>
		Date: <u>10/02/2024</u>

To the Leland Dam Authority Board:

Machin Engineering has interviewed each responding bidder and have summarized each bid amount in the enclosed spreadsheet table. The respondent bidders: Easling Construction, Awrey Corporation, Walton Contracting, and Fisher Contracting.

Prior to completing the final design documents board members requested us to review the use of composite products and walnut. It was understood the purpose of walnut was to use something other than the Ipe and from a sustainable North American source. For composites, this firm is not a proponent of this material. Composites have shown they are consistently unpredictable in lifespan, surfaces could be slippery to the public, and have problems with appearance, sagging, warping, cupping, etc. More so that the natural wood species provided in the bids. We are not familiar with Walnut being a species used in exterior applications and from research, do not seem to meet the durability and low maintenance qualities we are seeking for this project. In summary, two options have been provided that would provide for a durable, low maintenance solution using Ipe or Thermally Modified Ash. Ipe being a South American species and Ash a North American species.

Treated wood was provided as an option in the bid documents but does not meet the durability and longevity requirements we were looking for in the design.

There are two options we are recommending the board select a contractor from: Ipe material or Thermally Modified Ash. The respondent low bidder for the base bid Ipe is Easling Construction at a cost of \$108,546.00. The respondent low bidder for the Alternative #1 Thermally Modified Ash is Fisher at a cost of \$124,736.77. The engineer's estimate for the base bid including contingencies was \$112,680.00.



**Leelanau County
Leland Dam Pedestrian Bridge Repair
Bid Results**

Machin Engineering, Inc.
1235 E Front ST, Suite A
Traverse City, MI 49686
ph 855.935-1530

PEDESTRIAN BRIDGE REPAIR Base BID (No. 24132)				Engineer's Estimate		Easling Construction		Awrey Corp		Walton Contracting		Fisher Contracting	
Item No.	Item Description	Unit	EST. Qty.	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
1	Demolition and Disposal	LS	1	\$21,600.00	\$21,600.00	\$17,653.00	\$17,653.00	\$20,000.00	\$20,000.00	\$33,300.00	\$33,300.00	\$35,098.32	\$35,098.32
2	Decking, lpe	LS	1	\$45,600.00	\$45,600.00	\$24,616.00	\$24,616.00	\$60,000.00	\$60,000.00	\$45,262.00	\$45,262.00	\$38,910.07	\$38,910.07
3	Railing & Guard	LS	1	\$32,160.00	\$32,160.00	\$56,191.00	\$56,191.00	\$19,200.00	\$19,200.00	\$17,750.00	\$17,750.00	\$38,712.64	\$38,712.64
4	Rail Posts, lpe	LS	1	\$13,320.00	\$13,320.00	\$10,086.00	\$10,086.00	\$13,250.00	\$13,250.00	\$19,761.00	\$19,761.00	\$10,024.70	\$10,024.70
Alt#1	Thermally Modified Ash	LS	1			\$3,004.00	\$3,004.00	\$18,550.00	\$18,550.00			\$1,991.04	\$1,991.04
Alt#2	Treated SYP	LS	1			-\$9,881.00	-\$9,881.00	-\$43,450.00	-\$43,450.00	-\$28,130.00	-\$28,130.00	-\$8,037.01	-\$8,037.01
BASE BID IPE				TOTAL:	\$112,680.00	TOTAL:	\$108,546.00	TOTAL:	\$112,450.00	TOTAL:	\$116,073.00	TOTAL:	\$122,745.73
ALTERNATIVE #1 THERMALLY MODIFIED ASH				TOTAL:		¹TOTAL:	\$111,550.00	TOTAL:	\$131,000.00	²TOTAL:	not sourced	TOTAL:	\$124,736.77
ALTERNATIVE #1 TREATED SYP				TOTAL:		TOTAL:	\$98,665.00	TOTAL:	\$69,000.00	TOTAL:	\$87,943.00	TOTAL:	\$114,708.72

NOTES

- 1 Does not include all thermally modified ash lumber. Posts are of lpe
- 2 Does not include thermally modified ash lumber. Noted as unable to source.

COUNTY OF LEELANAU

PROPOSAL FORM

The undersigned, having carefully examined the appropriate specifications, #LCAO-RFP-2024-007, dated Sept 27, 2024, does hereby agree to furnish and deliver to the County of Leelanau, Suttons Bay, Michigan, the following items at the price(s) indicated:

Item #	SCHEDULE OF ITEMS	PRICE
1	Demolition and Disposal	\$35,098.32
2	Decking, lpe	\$38,910.07
3	Railing & Guard	\$38,712.64
4	Rail Posts, lpe	\$10,024.70
	Alternative #1: Replace lpe wood with Thermally Modified Ash. Apply add/deduct to cost here	\$1,991.04 Add
	Alternative #2: Replace lpe wood with Treated SYP. Apply add/deduct to cost here	\$8,037.01 Deduct
	Summation of Items 1-4	\$122,745.73
	Summation of Items 1-4 with Thermally Modified Ash Alternative	\$124,736.77
	Summation of Items 1-4 with Treated SYP Alternative	\$114,708.72

Submitted by

(Company Name): Fisher Contracting Company

Address: 3401 Contractors Drive, Midland, MI 48642

Contact Name

(Print): John Waskevich

Signature: 

Telephone: 989-835-7771

Fax: 989-835-8461

Email:

jwaskevich@thefisher.co

NOTE: By signing and submitting this bid for consideration by the Leelanau County Administrator, the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

CS-1

Non-Collusion Affidavit

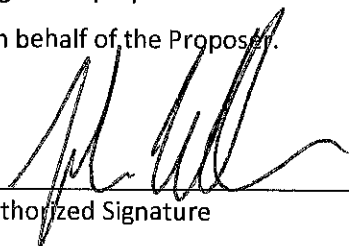
**Bid #LCAO-RFP-2024-007
LELAND DAM PEDESTRIAN BRIDGE SURFACE
AND RAILING REPLACEMENT PROJECT**

This Affidavit shall be submitted with and made part of this proposal to the County of Leelanau:

State of Michigan
County of Leelanau

_____ John Waskevich _____, being duly sworn, deposes and says that:

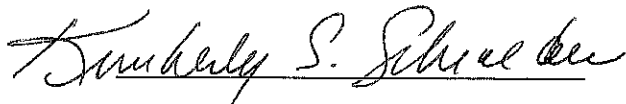
1. The proposal has been arrived at by the Proposer independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the RFP, designed to limit independent proposals or competition; and
2. The contents of the proposal have not been communicated by the Proposer or its employers or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposals.
3. The undersigned is duly authorized to execute this affidavit on behalf of the Proposer.



Authorized Signature

Subscribed and sworn to before me this

27th day of September, 2024



Kimberly S. Schroeder, Notary Public

My Commission expires: 11-7-2025

**Kimberly S. Schroeder, Notary Public
State of Michigan, Midland County
My Commission Expires 11/07/2025
Acting in the County of: MIDLAND**

John Waskevich
Printed Name of Signatory

Fisher Contracting Company
Company Name

3401 Contractors Drive
Address

Midland, MI 48642
City/State/Zip

989-835-7771
Phone Number

ATTACHMENT "A" - Contractor's Qualification Statement

CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: Leelanau County Administration
 Attention: Administrator

Submitted by: Firm Name: Fisher Contracting Company
 Address: 3401 Contractors Drive,
Midland, MI
 Principal Office Location: Midland, MI

Submitted for: LELAND DAM PEDESTRIAN BRIDGE SURFACE AND RAILING REPLACEMENT PROJECT

Organization:

Provide the following information concerning your organization. Type of Entity:

Corporation X
 Partnership _____
 Individual _____
 Other _____

Names of Principal, Owners, or Partners

<u>Name</u>	<u>Position</u>	<u>Years of Service with Organization</u>
<u>James W. Fisher</u>	<u>President</u>	<u>44 YEARS</u>
<u>John Waskevich</u>	<u>Vice President</u>	<u>9 YEARS</u>

Number of years this organization has been in business? 67

Have members of this organization operated under former names / businesses?

Yes _____ No X

If "yes", list name, type of entity, and names of principal, owners, or partners:

Provide four project examples of similar scope of work within the last five years. Provide back-up documentation.

- | | |
|---|-------------------|
| 1. <u>Great Lakes Bay Rail Trail</u> | Year: <u>2023</u> |
| 2. <u>Hardy Dam Piezometer Boardwalks</u> | Year: <u>2020</u> |
| 3. <u>Poseyville Bridge Deck</u> | Year: <u>2019</u> |
| 4. <u>Canoe Portage Five Channels Dam</u> | Year: <u>2022</u> |
| 5. _____ | Year: _____ |

Insurance and Bonds

List names of current insurance carrier and number of your projects insured by carrier:

leuter Insurance Group, 414 Townsend , Midland, MI 48640 Aprox 50

List names of bonding company / agent utilized for projects constructed during the last five years: leuter Insurance Group, 414 Townsend , Midland, MI 48640

Claims and Suites

Has your organization ever failed to complete any construction work it has been Awarded?

Yes _____ No X

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, describe in full.)

Yes _____ No X

Has there been in the last ten years, or is there now pending or threatened, any litigation, arbitration, investigation, or governmental or regulatory proceeding involving claims in excess of \$100,000 or requesting a declaratory judgment or injunctive relief with respect to the construction or operation of any building which your firm, its principals, predecessors, or affiliates constructed?

Yes _____ No X

Are all city, county, state and federal taxes of any type, including real estate, FICA, and Workmen's Compensation paid to date?

Yes X No _____

Is there any potential arbitration, claim, demand, litigation, investigation, governmental proceeding, or regulatory proceeding involving your firm, its principals, predecessors, or affiliates? If the answer to either of the preceding questions is "Yes", describe in full in an attachment.

Yes _____ No X

In addition to the litigation, arbitration, investigation, or governmental / regulatory proceeding referred to in the preceding paragraphs, is there any litigation, arbitration, investigation, or governmental / regulatory proceeding now pending or threatened to which your firm is or may be a party, or are you aware of any potential claim or demand, which might otherwise affect the capacity of your firm to perform with respect to your involvement with the Owner, whether or not it concerns other work which you have undertaken? If so, describe in full.

Yes _____ No X

Bankruptcy

Has your firm, its principals, predecessors, or affiliates been the subject of any proceeding under federal bankruptcy laws or any other proceedings under state or federal law in which a court or government agency has assumed jurisdiction over any of the assets or business of your firm, its principals, predecessors, or affiliates? If so, identify the proceedings, the court or governmental body, and the date such jurisdiction was assumed in an attachment.

Yes _____ No X

Change Order History

Describe each instance within the last five years where change orders applied for during construction amounted in the aggregate to more than five percent of the contract price for any building which your firm constructed, or in which actual construction costs exceeded the contract price by more than five percent in an attachment. N/A

References SEE ATTACHED SHEET

1. Name of Business: SEE ATTACHED SHEET

Contact Name: _____

Address: _____

Amount of Contract: _____ Telephone Number: _____

Email: _____ Fax Number: _____

Type of Work: _____

2. Name of Business: _____

Contact Name: _____

Address: _____

Amount of Contract: _____ Telephone Number: _____

Email: _____ Fax Number: _____

Type of Work: _____

3. Name of Business: _____

Contact Name: _____

Address: _____

Amount of Contract: _____ Telephone Number: _____

Email: _____ Fax Number: _____

Type of Work: _____

4. Name of Business: _____

Contact Name: _____

Address: _____

Amount of Contract: _____ Telephone Number: _____

Email: _____ Fax Number: _____

Type of Work: _____

Company Name of Proposer: _____

By: _____ Title: _____

Any alterations to this document made by the offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any other legal remedies available to the County of Leelanau.

**ATTACHMENT "D" – CERTIFICATE OF COMPLIANCE
WITH PUBLIC ACT 517 OF 2012**

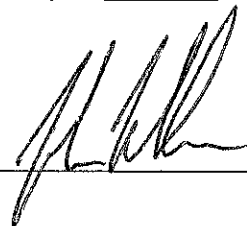
(Please type or print clearly in ink only)

I certify that neither Fisher Contracting Company (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

Fisher Contracting Company
(Name of Company)

By: John Waskevich



Date: 9-27-24

Title: Vice President

		FISHER CONTRACTING COMPANY				MAJOR PROJECTS COMPLETED OVER PAST FIVE YEARS			
FCC JOB#	Owner/Contractor	Project Name	Contract Amount	Project No.	Completed	Percent of work completed by FCC			
18-351	City of Coleman 201 E. Railway Street Coleman, MI 48518 William Cozart, DPW Director Phone: 989-465-9182	Sewage Lagoon / Pump Station Improvements	\$ 1,507,406.00	Bid Package No. 4	2019	82%			
18-365	DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET/ State Facilities Administration, Design & Construction Division 3111 West St. Joseph Street Lansing, Michigan 48917 or 48909 Bruce Watkins Phone: 517-242-7882	Shiawassee Auxiliary Pump Station	\$ 1,150,848.00	File No. 75178127 BDJW- Contract Order No. Y18483	2020	70%			
18-369	Saginaw County Public Works 111 S Michigan Ave Saginaw MI 48602 (989) 790-5258 Engineer: Spicer Group Inc. Nicholas D. Czerwinski, P.E., Project Manager Cell: 989-529-0256	Universal Drain Pump Station	\$ 3,723,964.67	121628SG2014	2020	42%			
19-433	City of Midland 333 West Ellsworth St. Midland, MI Shane Blorge, P.E. 989-837-3353	Midland Main Street Plaza 2019	\$ 1,289,168.12	MS1711	2020	40%			
21-533	City of Saginaw 1315 S. Washington Saginaw, MI 48601	17th Street Rehabilitation	\$ 976,941.00	C-1669	2021	67%			
20-489	Little Tobacco River Intercountry Drain Drainage Board Engineer: Spicer Group 230 S Washington Ave, Saginaw, MI 48607 Phone: (989) 754-4717	Little Tobacco River Drain	\$ 6,505,601.92	123191SG2016	2022	78%			
21-521	Kent County Department of Public Works 1500 Scribner Ave, NW Grand Rapids, MI 49504	South Kent Landfill Cell 41&42	\$ 3,552,242.31	PO 441 210313	2022	48%			

FCC JOB#	Owner/Contractor	Project Name	Contract Amount	Project No.	Completed	Percent of work completed by FCC
21-544	Monitor Twp Engineer: Spicer Group 230 S Washington Ave, Saginaw, MI 48607 Phone: (989) 754-4717	Monitor Twp Waste Water	\$ 2,383,210.98	129173SG2020	2022	58%
21-547	Saginaw County Public Works Engineer: Spicer Group 230 S Washington Ave, Saginaw, MI 48607 Phone: (989) 754-4717	Gage Drain Pump station - Division 1 Saginaw, MI	\$ 2,581,682.59	122901SG2015	2022	50%
21-550	Tuscola County Drain Commissioner 125 W. Lincoln St. Caro, MI 48723	Murphy Lake Level Control	\$ 511,516.00	126874SG2019	2022	86%
21-552	Michigan Department of Transportation 6333 Larsing Rd, Lansing, MI 48917	Scour Protection	\$ 1,406,153.66	Contract ID: 09032-203156-2	2022	96%
21-560	City of Bay City Wastewater Treatment Plant 2905 N. Water Street, Bay City	RTB# 2 SCREW PUMP REPLACEMENT PROJECT	\$ 508,380.00	HRC20171189	2022	90%
21-561	Bay County Dept. of Water & Sewer 3933 Patterson Road Bay City, MI 48706 989-751-7959 Mr. Tim Fitzgerald tifi@baycodws.org	Regional Wastewater Detention Basin Phase II	\$ 1,501,074.47	837250	2022	85%
22-602	The City of Sault Ste. Marie 225 E. Portage Avenue Sault Ste. Marie, Michigan 49783	WWTP Screw Pump Rehabilitation	\$ 570,000.00	B-05-22	2022	99%
22-626	Village of Mayville 6104 Fulton Street Mayville, MI 48744	Village of Mayville - Wastewater Improvements	\$ 3,662,427.00	22-626	2024	100%



Dedicated *People*; Committed to Excellence

MAIN OFFICE
3401 CONTRACTOR DR.
MIDLAND, MI 48642
PHONE: (989) 835-7771
FAX: (989) 835-8461

SOUTHERN DIVISION
4836 NASHVILLE RD., P.O. BOX 386
FRANKLIN, KY 42139
PHONE: (270) 253-3331
FAX: (270) 253-3199

"AN EQUAL OPPORTUNITY EMPLOYER"

WWW.FISHER-CONTRACTING.COM

CERTIFIED COPY OF A RESOLUTION OF THE BOARD OF DIRECTORS OF FISHER CONTRACTING COMPANY A MICHIGAN CORPORATION

The undersigned being the Secretary of Fisher Contracting Company, a Michigan Corporation, hereby certifies that at a regularly scheduled Board of Directors meeting held on September 7, 2022 the Directors executed the following Resolution, to wit:

Resolved, that this Corporation does hereby authorize and empower James W. Fisher, P.E.; Mark Edlebeck, P.E.; Shane Blankenship, P.E.; Michael A. Yenior; Russell D. Friedle III; Alan J. Simanskey; John P. Waskevich; Jeremy R. Morey; Joshua McClaren; John W. Fisher; Andrew LeBeau and Ellen Englund to sign bids and proposals on behalf of said Corporation.

Resolved, that this Corporation does hereby authorize and empower James W. Fisher, P.E.; Mark Edlebeck, P.E.; Joel S. Blankenship, P.E.; John Waskevich and John W. Fisher to represent, bind and execute contracts on behalf of said Corporation.

Resolved, that this Corporation does hereby authorize and empower all officers authority to:

- Obtain a line of credit, in the amount of Twenty Million Dollars (\$20,000,000.00) and to obtain an equipment line of credit in the amount of Five Million Dollars (\$5,000,000.00).
- Sign documents and enter into contracts on behalf of the company. Such Contracts to include, but not limited to: the sale, purchase or lease of real estate, bank documents to include opening and closing accounts, line of credit and traditional financing

The undersigned further certifies that the fore going Resolution has not been rescinded, altered, or amended, and that the same is now in full force and effect, and that all previous resolutions are hereby rescinded.

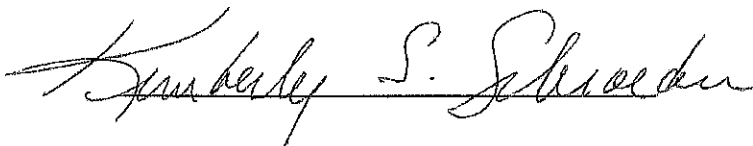
IN WITNESS WHEREOF, the undersigned has executed this document as Secretary of Fisher Contracting Company on 8th day of September 2022.

Witnessed:



On the 8th day of September, 2022 before me personally appeared John W. Fisher, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Kimberly S. Schroeder, Notary Public
State of Michigan, Midland County
My Commission Expires 11/07/2025
Acting in the County of: MIDLAND





Dedicated People Committed to Excellence

John Waskevich

Vice President

Office: 989-835-7771

jwaskevich@thefisher.co

INTRODUCTION

John has over 20 years of experience in the construction industry. He attended Ferris State University gaining a bachelor's degree in Construction Management. He began working as a construction supervisor in the field quickly working into a management position supervising numerous projects throughout the central and eastern United States. John has worked on many types of projects including dams, mass earth moves, concrete, heavy foundations, bridges, cut-off walls, and many more. John started as a project manager/ estimator at Fisher Contracting in 2015 and through performance was promoted to Vice President in 2021. This role includes working closely with other leaders of the company and directly overseeing the overall functionality and success of Fisher Contracting.

EXPERIENCE

- Vice President- Fisher Contracting Company 2021 to Present
 - o Responsible for overseeing all aspects of the Northern Operations.
- Board of Directors- Toni and Trish House- Home for the Terminally Ill Founding Member 2008 to Present
- Project Manager – Fisher Contracting Company 2015 to 2021
- Project Manager – Gerace Construction 2000 to 2015

PROJECT EXPERIENCE

2021 Vice President Fisher Contracting

- Responsible for managing the success of the Michigan Operations: Heavy Earth Moving, Utilities, Roads, Dam Reconstruction, Foundation Piling, Sheet Piling, River Restoration, Environmental Cleanup, Industrial Maintenance, Coal Ash Remediation, Waste Water Lagoons, Waste Water Equipment Upgrades, Bridges and Marine Construction.

2020 Flood Reconstruction, Midland/Gladwin Counties 2020

- *Project Manager-* MDOT US-10 Emergency Bridge Reconstruction Sandford Michigan
- *Project Manager-* MDOT M-30 Emergency Bridge Reconstruction Edenville Michigan
- *Project Manager-* State of Michigan, Tobacco Dam Stabilization Edenville Michigan

2015-2020 Consumers Energy Karn Weadock, Essexville, MI

- *Project Manager-* Weadock Bottom Ash Pond Clean Closure- 875,000 CY Excavation
- *Project Manager-* Karn Bottom Ash Pond Clean Closure-675,000 CY Excavation
- *Project Manager-* Karn Ash Landfill Closure. Grade/Liner System/Cover Soils/Roads -120 acres
- *Project Manager-* Karn Bottom Ash Impoundment Project-5 acre filtration system
- *Project Manager-*Weadock Landfill Slurry Wall Vent Closure Project
- *Project Manager-* Closure of Pond A West 1 Coal Ash Landfill. Capping of 32 acre landfill.
- *Project Manager-* Pond F- Filling of 33 acre coal ash settlement pond (412,000 cy)
- *Project Manager-* Weadock Dike Improvement Project- Discharge Channel Bank Stabilization

2018 Brookfield Renewable Energy, Deep Creek, Maryland

- *Project Manager-*Deep Creek Dam Filter Blanket Installation Project

2017 City of Midland, Michigan

- *Project Manager-*Main Street Reconstruction and Utility Replacement (8 City Blocks)

2016-2017 Genesee County Water Treatment Plant, Lapeer, MI



Dedicated People, Committed to Excellence

John Waskevich

Vice President

Office: 989-835-7771

jwaskevich@thefisher.co

- *Project Manager-Site preparation, utilities, ponds, roads- including 54" steel pipe for new KWA Water Treatment Plant.*
- 2015-2019 **Deep Foundation Subcontractor, Multiple Project**
 - *Project Manager-Helical Pile design and installation on various industrial projects.*
- 2014-2015 **Brookfield Renewable Energy, Clarion, PA**
 - *Project Manager-Piney Dam Tainter Gate Rehabilitation. Rebuilding of 14 Tainter Gates including structural steel repairs, arm strengthening, new seals, rub-plate modifications, and coating.*
- 2013-2014 **Uptown at Rivers Edge Brown Field Re-Development, Bay City, MI**
 - *Project Manager-Installation of 2000 LF of sheet pile seawall with tiebacks, 50,000 cys of dredging, marina installation, and public access platforms.*
 - *Project Manager-Early Site Development for Buildings 1-4 Deep Foundations. 500 H-Piles 80'-105' in length.*
- 2010-2014 **Dow Chemical Company, Midland, MI (various projects)**
 - *Project Manager- Design Build Rehabilitation of the Dow Rail Bridge. Including complete deck replacement including all structural steel, concrete, and rail. Jacking of the bridge and rehabilitating the abutments. The bridge consisted of two 150' spans. Start of design to final turnover 10 months.*
 - *Project Manager-138 KV Foundation Package for Highline Structures. Including 8' diameter driven pipe pile, anchor bolt cages, and concrete for 150' T-line Towers.*
 - *Project Manager-Installation of 2,500 timber pile for the new Solar Shingle Plant. Pile operations included multiple crews working 20 hrs. /day to achieve the accelerated schedule.*
 - *Project Manager-Dow DAF Waste Water Treatment Plant: Site Development, 650 Timber Pile Foundation, Concrete Foundations, Fabricate/ Erect 2000 LF of Structural Steel Pipe Racks.*
- 2011 **UPPCO, Prickett Dam Rehabilitation, Pelkie, MI**
 - *Project Manager-PMF upgrades to the existing facility that included: raising the concrete structure an additional 4' including all core walls, new gate hoists, and new heated rub plates.*
- 2009-2010 **City of Beaverton, Beaverton Dam Rehabilitation, Beaverton, MI**
 - *Project Manager-Complete Flood Control Structure Rehabilitation including mass concrete demolition, forming and pouring of new concrete structure, fabrication of 3 new flood control tainter gates, reconstruction of one existing tainter gates, fabrication/ installation of gate sills/rubplates, and installation of new gate heating system.*
- 2009-2010 **LCRA, Mansfield Dam Flood Gate Replacement, Austin, TX**
 - *Project Manager- Design Build Replacement of existing Paradox Water Control Gates with hydraulically operated Jet Flow Gates (98" diameter).*
- 2008-2009 **Rochester Gas & Electric Station #5, Tunnel Re-Line Rochester, NY**
 - *Project Manager-Stabilization and demolition of the 1400 LF power tunnel to allow for greater flow capacity. Installed over 2000 rock anchors and performed consolidation grouting to seal the liner. The entire project was completed under confined space conditions.*
- 2006-2008 **TransCanada, Power Station Hydro Rehab, Vernon, VT**
 - *Site Project Manager-Demolition and replacement of 4 hydroelectric turbine/generators. Demolition, stabilization anchors, reinforcing steel, concrete, structural steel, dewatering, and assembly of the turbines*



Dedicated People. Committed to Excellence

John Waskevich

Vice President

Office: 989-835-7771

jwaskevich@thefisher.co

and generators. Responsible for 130 site employees at the peak of the project running 20 hours per day. Developed an earned value tracking tool to provide real time cost tracking.

- 2006-2009 **NYPA, Upper Reservoir Dewatering Project, Gilboa, NY**
 - *Project Manager* – Installation of cofferdams in the pump storage reservoir to assist in Penstock Butterfly Valve Replacement. Installation of two dewatering systems capable of moving 9000 gal/min over the cofferdam. Reinstalled the system every year for the fall outage and managed the dewatering system from 2007-2009.
- 2005 **City of Saline, Saline Mill Pond Gate Replacement Saline, MI**
 - *Site Superintendent* – Cofferdam installation & removal, refurbishment and reinstallation of tainter gates.
- 2003-2005 **Rochester Gas & Electric Station #5, Head Gate Replacement Rochester, NY**
 - *Assistant Project Manager* - Demolition of existing structures, Installation of cofferdams, Construction of mass concrete structures including tunnels, piers, and slabs. Including installation and tensioning of rock anchors. Installation and commissioning of (4) 50' wide hydraulic crest gates. Installation of glycol heating system in concrete spillways.
- 2003 **LCRA, Max Stareke Dam Gate Replacement, Marble Falls, Texas**
 - *Quality Control Engineer*- Replacement of existing 10 ea bear-trap gates with 50' wide hydraulic crest gates. Construction of scour slab and installation of 1200 rock anchors. Accountable for surveying layout for gate installation, quality control of materials installed, and responsible for rock anchor stressing.
- 2000-2002 **Consumers Energy Pigeon Cove and Mountain Beach Marina, Holland, MI**
 - *Construction Supervisor* – Constructed private marina with 52 docks, 1.5 miles of elevated boardwalk, dredged 8000cys of sand, and relocated 60" elevated hot water discharge pipe.

EDUCATION

- Bachelor of Science Degree – Construction Management
 - o Ferris State University, Big Rapids, MI May 2002
- Associate in Applied Science – Building Construction Technology
 - o Ferris State University, Big Rapids, MI May 2000



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Daniel Hitsman

Project Engineer / Supervisor

Cell Phone: 989-450-3323

dhitsman@thefisher.co

Introduction

- Daniel has 6 years in the construction field, starting as a laborer and working his way up to a foreman, onsite superintendent, assistant project manager, onsite project manager, estimator, and finally to a project engineer. Daniel has done mostly concrete work but has been involved in other jobs ranging from dam gate replacement to fabricated steel installation. Daniel started as a project engineer with Fisher Contracting in 2023. This role involves assisting project managers with managing paperwork, helping to write and submit submittal paperwork, and helping to develop work plans while also working closely with the onsite superintendent to manage day to day operations.

Affiliations / Memberships:

- Laborers Local 1098

Education

- First Aid & CPR Training – American Red Cross
- Drug & Alcohol Supervisory Training
- Reasonable Suspicion Training
- OSHA 30 Safety Training
- Competent Rigger Safety Training
- Boat Operator Certification
- Scaffold Builder Certification
- Forklift Certification
- Working Near Power Lines Certification
- Working Near Water Training
- Working from Aerial Platform / Lift Training
- Scaffold User Certification
- Working on Barges Training
- Working From Heights Training
- Fall Protection Training
- Rescuing Worker From Heights Training
- Confined Space Training



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Daniel Hitsman

Project Engineer / Supervisor

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Professional Experience

Project Engineer - Fisher Contracting Company: 10/2023 to Present

- Manage Paperwork, Complete Submittals and Work Plans, Manage Day to Day Onsite Operations, Scheduling, Ordering of Materials, Job Take Off Quantities

Estimator / Onsite Project Manager - Gerace Construction: 3/2023 – 10/2023

- Estimate and Project Manage jobs.
- Create and Keep Updated Construction Schedules
- Manage Job and Personal Job Acceptance to Completion

Project Superintendent – Gerace Construction: 6/2021 – 10/2023

- 5 years of experience in the construction industry.
- Creating and maintaining a culture that values safety.
- Oversee all phases of projects from initial planning to completion.
- Manage day to day field activities to ensure all project milestone dates and overall schedule completion deadlines are met.
- Creating short-interval look-ahead project schedules to ensure upcoming events are communicated, tracked and proactively attended to while coordinating activities of tradespeople and work closely with engineers.

Construction Laborer, Gerace Construction: 2019 – 6/2021

- Numerous Jobs Including Dams and Energy Plants

Additional Employment: Construction Laborer at Brand Safeway and Kiewit.

- Wind Farms, Dams, Energy Plants, and Natural Gas Refineries

Project Experience:

Project Engineer – Fisher Contracting, 10/2023 – Present

<ul style="list-style-type: none"> • Sanford Dam Rehabilitation • Deep Creek Soil Boring Analysis • Foote Dam Downstream Spillway Concrete Repairs 	<ul style="list-style-type: none"> • Foote Dam Hoist Replacement • Cooke Dam Hoist Replacement • Misc. Consumers Energy Work
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Daniel Hitsman

Project Engineer / Supervisor

Cell Phone: 989-450-3323

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Project Manager / Estimator – Gerace Construction, 3/2023 – 10/2023

- 2023 Safe Harbor Dam Concrete Rehabilitation

Project Superintendent – Gerace Construction, 6/2021 – 10/2023

<ul style="list-style-type: none"> • Calderwood Dam Concrete Pier Rehab • Calderwood Dam Handrail Replacement • Santeetlah Pipeline Pier Bolt Replacement • 2022 Safe Harbor Dam Concrete Rehabilitation • Weldon Dam Trash Rack Overlay Installation 	<ul style="list-style-type: none"> • 2023 Safe Harbor Dam Concrete Rehabilitation
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**Construction Laborer / Scaffold Builder – Gerace Construction, Brand Safeway, Kiewit
2019 – 6/2021: Jobs to include:**

- Santeetlah Dam Arch Pier Rehabilitation
- Chilhowee Dam Concrete Retention Wall
- Consumers Energy Jackson, MI Concrete Repair
- Barton Dam Airshaft Steel Plating and Grouting
- Geddes Dam Tainter Gate Replacement
- Safe Harbor Dam Concrete Rehabilitation
- Piney Dam Head Gate Replacement
- Manistee Papermill
- Grand Rapids DTE Energy Facility
- Gaylord Natural Gas Refinery
- DCP Natural Gas Refinery
- Michigan Sugar Plant
- Consumers Karn Plant
- Flint Elevator Shaft
- Webber Dam Turbine Room
- Munsie Indiana Wind Farm Nacelle Assembly

Leland Dam Walkway Replacement

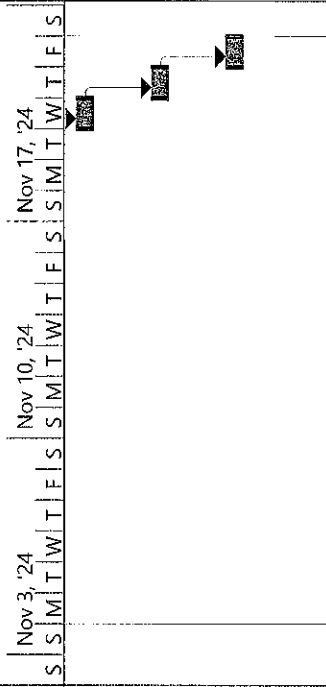
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	S	M	T	W	T	F	S	S	M	T	W	T	F	S	Nov 3, '24	Nov 10, '24	Nov 17, '24
1	★	Leland Dam Walkway	15 days	Mon 11/4/24	Fri 11/22/24		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
2	█																						
3	★	Mobilize to Site and Site Set Up	1 day	Mon 11/4/24	Mon 11/4/24																		
4	★	Remove Deck Boards and Sleepers in Section 1	1 day	Tue 11/5/24	Tue 11/5/24	3																	
5	★	Install Deck Boards and Sleepers in Section 1	2 days	Wed 11/6/24	Thu 11/7/24	4																	
6	★	Remove Deck Boards and Sleepers in Section 2	1 day	Fri 11/8/24	Fri 11/8/24	5																	
7	★	Install Deck Boards and Sleepers in Section 2	2 days	Mon 11/11/24	Tue 11/12/24	6																	
8	★	Remove Handrail and Posts from Section 1	1 day	Wed 11/13/24	Wed 11/13/24	7																	
9	★	Install Handrail and Posts in Section 1	1.5 days	Thu 11/14/24	Fri 11/15/24	8																	
10	★	Remove Handrail and Posts from Section 2	1 day	Fri 11/15/24	Mon 11/18/24	9																	
11	★	Install Handrail and Posts in Section 2	1.5 days	Mon 11/18/24	Tue 11/19/24	10																	

Project: Leland Dam Walkway R
Date: 9/25/24

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

Leland Dam Walkway Replacement

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
12	★	Install Top Railing Across Entire	1 day	Wed 11/20/24	Wed 11/20/24	11
13	★	Final Site Walkthrough / Punch	1 day	Thu 11/21/24	Thu 11/21/24	12
14	★	Final Site Clean Up / Demob	1 day	Fri 11/22/24	Fri 11/22/24	13
15	★?					



Project: Leland Dam Walkway R
Date: 9/25/24

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

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Fisher Contracting will work with the marina located near the dam to stage lumber, Tool Trailer, and Dumpster. This work would be best if it was performed once the slow down in the season occurs for the surrounding area. This way, there would be less foot traffic on the path from the marina to the dam as well as less foot traffic on the dam walkway itself. Below is a picture of the proposed staging in the marina and a path that would be taken to enter the site.



Fisher crew will set up orange construction fence around the work area to mitigate the hazard of public entering the work area.

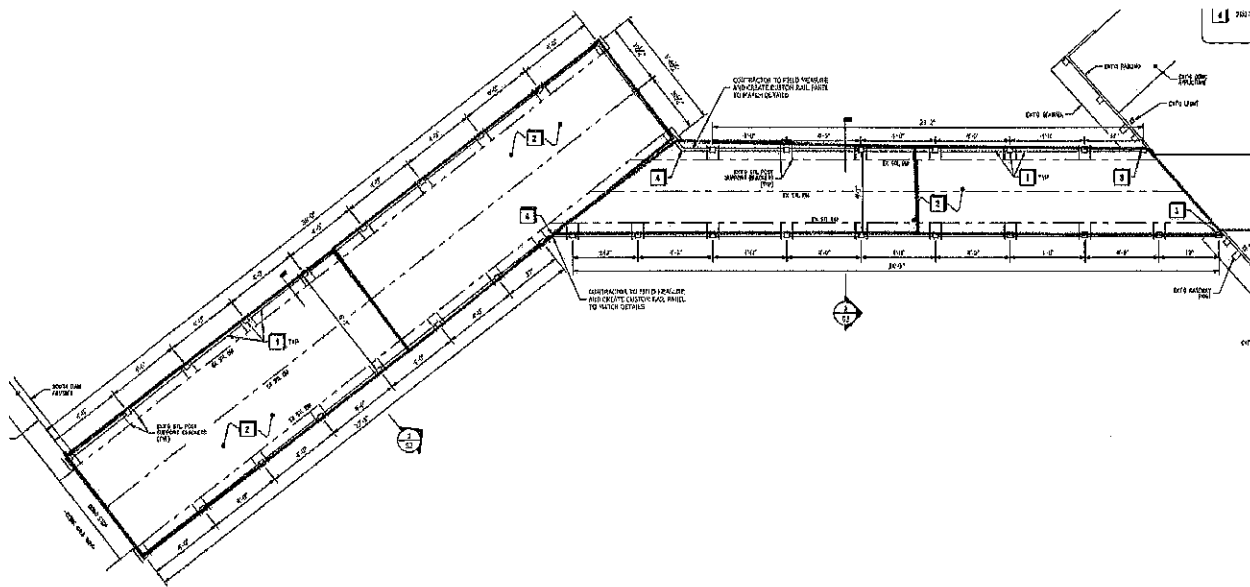


Fisher will work to not leave open holes in the walkway for extended periods of time to reduce any fall hazards to pedestrians who may defeat the orange fence barricade for any reason.

Communications with the local businesses will take place once work commences to make sure everyone is on the same page as far as work taking place and the walkway being closed while work is being performed.



Fisher Contracting will split the walkway into separated sections. Splitting it into sections will allow work to get done more efficiently as well as to not keep open holes in the walkway for extended periods of time. Section 1 will be the left side of the walkway (looking Downstream) and Section 2 will be the right side of the walkway (looking Downstream). Please see the picture below depicting the sections, red is section 1 and green is section 2.



The first step for the removal will be to start removing the deck boards and sleepers in section 1 starting far left and working towards the right side. Gates and other miscellaneous items will be removed as well at this time. Items removed will be hand carried across the walkway and down the path to the roadway. These items will then be loaded on the forks of a telehandler and taken to the marina where they will be dumped into a waste dumpster.



Installation of the New Deck Boards and Sleepers

Once the deck boards and sleepers have been removed fully in section 1, new sleepers and deck boards will be installed in this section. The telehandler will bring new lumber from the marina to the entrance of the path down to the dam walkway. The new components will then be hand carried down to the walkway where they will be installed following the plans and specifications of the project.

The crew will then move onto section 2 and repeat the work sequence to complete the sleepers and decking.

Removal of Existing Handrail and Handrail Posts

Once the deck boards and sleepers have been completed, the crew will switch their efforts to removing the existing handrailing and handrail posts. This will take place in sections, the same way as the deck boards and sleepers did.

Installation of the New Handrail and Handrail Posts

Installation of the new handrail will take place in the following sequence:

- Remove Existing Handrail and posts in section 1
- Install new treated 4x4 posts, securing the same way that it is currently secured
- Install Fabricated handrail sections
- Repeat Process in Section 2
- Install 2x6 Top Rail on Handrail

Safety Considerations

Fisher Contracting is known for our commitment to safety on all of our projects, no matter the size.

Stationary Equipment onsite will have containments underneath them to mitigate spill hazards. Spill Kits will also be stationed around the site so we can handle a spill if one happens to occur.



While removing and installing components of the walkway, the Fisher crew will utilize horizontal lifelines and rope grab systems to mitigate any fall hazards for the crew.

As stated previously, orange construction fence will be installed around the area to help prevent any pedestrian traffic on the walkway and surrounding areas. Before installing the fence, we will communicate this effort with the surrounding businesses. We will also make sure not to block off any access and / or parking to the local businesses.


Please see the safety action plan (SAP) included in the bid packet.



Once the replacement of the walkway has been completed, the Fisher Supervisor and/or project manager will conduct a final walk through with a representative from Leelanau County to make sure everything is satisfactory before pulling off the site.

Any punch list items will be completed at this time.

Once conducted, Fisher will clean up the area and remove everything from site and the project will be completed.

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Safety Activity Plan		

Leland Dam Pedestrian Bridge Surface & Railing Replacement
 109 W River St, Leland, MI 49654
 October 2024




Project Key Contact List


NAME	COMPANY/TITLE	CELL	EMAIL
Dan Hitsman	FCC Project Engineer	989-450-3323	dhitsman@thefisher.co
Marco D'Alessandro	FCC Safety Director	989-330-5302	mdalessandro@thefisher.co
Mike Yenior	FCC Superintendent	989-615-9789	myenior@thefisher.co
Jerry Culman	Leelaunau Maintenance Director	231-256-8160	jculman@leelanau.gov

For Emergencies, Dial 911

Issue Date: 9/25/2024	Revision Date:	Issued By: Kelsie Ewald COSS
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Safety Activity Plan		


PURPOSE	<p>This plan has been written to explain how Fisher Contracting Company will interact with the County of Leelanau and other contractors to handle Health and Safety Programs in order to achieve the goal of zero incidences throughout this project. This will be achieved by thorough communication between all parties, whether scheduled or intermittent, in the form of Tailgates, Progress Meetings, and expressing general awareness of intended tasks to be performed by means of pre-planning, daily SPA/JSAs (performed by crew and supervision), the correct use of CHATs, and by polite interventions when unsafe work ethics, conditions or practices are observed.</p>
SCOPE	<p>Fisher Contracting Company (herein referred to as FCC) will begin by mobilizing equipment and establishing the appropriate measures for restricting access to the work area through signage/barricading at the access points. FCC will begin the project by mobilizing equipment and materials to the laydown area.</p> <p>FCC will establish the appropriate measures for restricting access to the area by means of signage, barricades, and/or fencing. Signage will be placed, notifying the public and workers of construction activities and not to enter. FCC will begin with complete removal and disposal of the existing wood walkway including the decking, sleepers, hand railing, and handrail posts. FCC will then cut and install new lumber to replace all materials that were removed.</p> <p>Once the clients' expectations for the work have been satisfied, FCC will demobilize all tools and equipment from the site.</p> <p>All activities will be coordinated with the facility and the appropriate personnel for the assurance of accurate identifications, proper isolations/lock-out/tag-out, purging/preparations, and all necessary documentation, permitting, as applicable. Expectations for performance of work will include following all pre-planned measures for maintaining safety and accuracy throughout each task as identified through company, client, and regulatory compliance. This includes using applicable measures, and having appropriate training, as they pertain to each individual's tasks.</p> <p>Expectations for the performance of work will include following all pre-planned measures for maintaining safety and accuracy throughout each task as identified through the prime contractor, company, client, and regulatory compliance.</p> <p>*All FCC employees working on this project shall adhere to all site and contractor requirements addressed in the project documents (E-1225, SWPs, SOPs, CHATs, SPA/JSAs, and CSE permits).</p>

	Environmental Health & Safety	SAP
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Safety Activity Plan		

General Safety:

- **Orientations:** Prior to participating in worksite activity, it is a requirement for personnel involved on this project to have the applicable Guest-In-House training. It is also a requirement that they be familiarized with, and sign onto any Pre-Job Safety Documents, such as this Safety Activity Plan, and any other Company policies or procedures per their work tasks.
- Signs and barricades will be posted acknowledging restricted areas and/or the appropriate PPE needed for entering such designated areas. For an outline of potential PPE needed on this project, please see **Appendix A**.
- All applicable Leelanau County, Fisher Contracting Company, OSHA, DEQ, Federal, State, and other applicable governing safety standards are expected to be followed.
- **EMERGENCY COMMUNICATION: 911.**
- **Map to Medical Care Facility (Appendix B): Leland Dam to Munson Medical Center.**
- In the event of the need to shelter-in-place for a site event or severe weather, the primary building to report to will be the onsite job trailer. This information should be clearly communicated to the crews and reflected on individual CHATs. In the event of weather conditions affecting the worksite, utilize it as a Prompt-To-Stop and re-evaluate and observe appropriate measures. (Wait 30 minutes for conditions to clear, etc.).
- Portable eye rinsing bottles will be available in the FCC trucks for immediate use and can serve as a temporary aid until the availability or arrival at an eyewash station.
- **Fisher Contracting Roster Sheet:** Employees/Visitors must sign onto the daily roster upon arrival and sign out at the conclusion of each day. Employees must also indicate whether they have suffered an accident/injury by initialing the appropriate box on the roster sheet. These sheets will act as an accountability method and are required to be accurate and thorough.
- Sign-In/Sign-Out for Fisher Employees is required on the Safe Plan of Action that is to be kept on the job. **Subcontractors and visitors need to check-in upon arrival.**
- Work will not begin until the crew has completed their daily SPA and CHAT documents, received the applicable work-related permitting, and clearly communicated that day's work tasks. Applicable equipment inspections need to be completed at the commencement of work. Note, at any time that the scope of work changes, this needs to be observed as a Prompt-To-Stop, and communication with all parties effected on the project needs to occur. Updates will also need to be made for individual CHATs.
- The use of spotters will be determined on a case-by-case basis by use of the Spotter Check Sheet, and as the need is seen fit to aide in avoiding personal injury, equipment, or property damage.
- Daily audits and observations may be made by Fisher Contracting Management to ensure that safe work practices and proper hazard identification and controls are being met or exceeded.
- Barricading shall be used around all hazards. Barricades need to be tagged and provide the following information: The name of the person installing the barricade, Date, Phone number, Hazard, and Company Name.

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<h3>Safety Activity Plan</h3>		

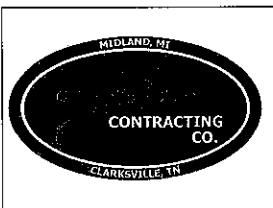
Driving Considerations:

If driving or parking onsite, do so in a manner that equipment needing access and essential to the operation, has priority:

- Observe all postings & allow right-of-way for equipment entering/exiting the work area.
- Only park within the immediate vicinity of the work zone if you are necessary to the operation – parking should be enough away that it is not impeding on the priority tasks, or risking vehicle damage.
- Don't block fire hydrants or ambulance entrances.
- Cell phones are to be kept in your personal vehicle and are not allowed on any Fisher Contracting jobsite. This is a zero-tolerance policy.

Site Specific Hazards:

- Stay out of the line of fire. Be aware of heavy equipment in the vicinity.
- Watch for pinch points.
- If noise levels are equal or greater than 85 dBA wear appropriate hearing protection.
- Be aware of steep grade changes on-site, pick a path, plan your route, make sure you have sure footing.
- Materials and debris can accumulate in the work zone. Be mindful and clear all trip hazards and practice good housekeeping.
- Inspect all rental equipment on arrival. Verify that all controls, lights, alarms, etc., are in good working order. If equipment is damaged in any way, refuse the delivery or request that it be repaired before acceptance.
- Inspect all job boxes, tool trailers, equipment, and tools. If found to need repair, tag and remove them from service.
- Practice continuous housekeeping, including all vehicles and equipment.
- Landing could become congested. Have clear paths and routes planned and communicated to the team.
- Be mindful when working near traffic, be aware of your surroundings and hazards with oncoming vehicles.



Environmental Health & Safety


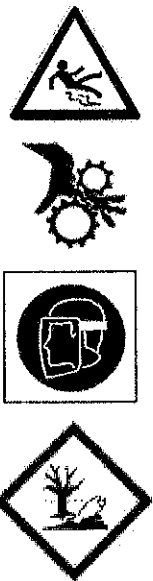
SAP

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Safety Activity Plan

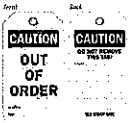



HEALTH AND SAFETY CONSIDERATIONS

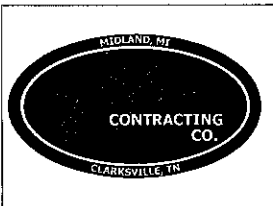
This section to be completed with concurrence from the Supervisor

Task Sequence	Potential Hazards/Issues	Mitigation Methods
<p>Surveying/Observing Work Area</p> 	<p>1a. Visitors unfamiliar to the project (wandering onsite)</p> <p>1b. Vehicle and equipment traffic (in relation to persons on foot); line-of-fire:</p> <ul style="list-style-type: none"> Struck-by Caught-between <p>1c. Slips/trips/falls from walking on uneven or slippery surfaces</p>	<p>1a. Clearly posted signage communicating expectations at access points</p> <ul style="list-style-type: none"> Primary contact person upon arrival PPE expectations <p>1b. Be aware of surroundings:</p> <ul style="list-style-type: none"> Don't remain in an area where vehicles or equipment frequent Position self so that all equipment moving in the area can be observed & eye contact with operators, made – don't assume operator knows your location Wear hi-visibility outerwear <p>1c. Identify potential hazards:</p> <ul style="list-style-type: none"> Eyes on path of travel Defensive walking (best efforts of maintaining balance & keeping eyes on path) Use alternate path, if possible
<p>Inspection/Maintenance/Fueling Of Equipment</p> 	<p>1a. Slips/trips/falls (mounting/dismounting equipment)</p> <p>1b. Line-of-fire:</p> <ul style="list-style-type: none"> Struck-by Caught-between Crush-by Entanglement <p>(Compartment, pulley/belt, flywheel or other rotating parts)</p> <p>1c. Equipment fluid/lubrication coming in contact with an employee</p> <ul style="list-style-type: none"> Hydraulic Fluid Gas Oil Grease <p>1d. Leaks or spills resulting in contamination of surrounding waters/soils</p> <p>Look for new SAFETY DATA SHEETS (SDS) coming soon, to meet the new Global Harmonization System. I.e. new labels, pictograms, hazard statements/codes.</p>	<p>1a. Only step on areas designed to be stepping/walking surfaces:</p> <ul style="list-style-type: none"> Face equipment access ladders/steps Use handrails/guides where provided Assure footing before placing weight Three points of contact when mounting/dismounting <p>1b. Assure your hand placement before attempting to close any compartments/doors. Make certain compartments/doors are secured open while in use.</p> <p>1b. Assure equipment cannot be started or that parts cannot be engaged in motion by controlling the equipment key, disconnecting the battery, or other similar measures to assure a start-up cannot occur while you have the potential to be in the line-of-fire.</p> <p>1c. Utilize task appropriate PPE (minimum of safety glasses and gloves)</p> <ul style="list-style-type: none"> Have correctly rated, and fully charged extinguisher, within immediate range <p>1d. Refueling may only take place in approved areas as discussed with the Client Facility:</p> <ul style="list-style-type: none"> SDS may need to be obtained and available on site prior to task/introduction Spill Kits should be readily available at fueling locations for immediate spill absorption All contaminated, absorbed material must be properly managed for disposal

	<h2>Environmental Health & Safety</h2>	SAP
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Safety Activity Plan

<p>Staging Equipment & Planning Routes</p>   	<p>1a. Unsafe use of the equipment, operator not familiar with equipment</p> <p>1b. Free roaming vehicles in what should be restricted or limited access in proximity to the active work area</p> <p>1c. Overhead power lines, fixed objects (trusses, fencing, posts, pipelines, hydrants, ballasts)</p>	<p>1a. Supervision Verifies:</p> <ul style="list-style-type: none"> All operators are certified to operate heavy equipment <p>1a. Operators Verify:</p> <ul style="list-style-type: none"> Equipment Operator/Driver Initial Checks completed Equipment checklist and walk down/visual inspection are thoroughly conducted – If deficiencies are found that affect safe operations, equipment must be tagged out of service, and the maintenance department notified <p>1b. Implement controls:</p> <ul style="list-style-type: none"> Coordinate work through communication and scheduling, so that equipment needing to access accordingly, has priority Restrict and implement traffic control to allow right-of-way for equipment entering/exiting the work zone Observe all postings Utilize Vehicle Spotter to aide in avoiding equipment/property damage, or injury Only allow those vehicles necessary to the operation, within the immediate vicinity – all others should drive/park enough away that they are not impeding on the priority tasks or at risk of vehicle damage <p>1c. Identify the location of power lines and fixed objects:</p> <ul style="list-style-type: none"> Establish voltages/clearances through coordination by the Project Superintendent, and the Client Facility/Utility Owner Perform daily review of electrical line clearances prior to tasks involving working near overhead lines Position signs ahead of time, alerting operators Utilize Vehicle Spotter(s)
<p>Pinch Points/Line of Fire</p> 	<p>1a. Pinch points/struck-bys/caught-betweens while making manual changes (connecting/disconnecting/adjusting)</p> <p>1b. Swing radius/drop zone:</p> <ul style="list-style-type: none"> Contact with personnel Property damage Near-Miss 	<p>1a. Use only the correct screw/locking pins and rigging attachments and use only as they were designed. If a tool is used to aide in setting/removing the locking pin(s) [hammer, mallet, hand tool for prying], utilize Prompts-To-Stop and Re-CHAT potential outcomes</p> <p>1a. Be aware of:</p> <ul style="list-style-type: none"> Where you're reaching – Make sure the operator has completely stopped Where you're attempting to re-stand – What could make contact with you on your way up? Hand placement – Plan alignment of connectors and keep hands and fingers where they won't end up in the line-of-fire. Have a good handle/grip on what you're manipulating or use taglines The potential for body strain based on positioning or moving too quickly (bend at your knees, don't twist, etc.) NEVER place any part of your body between a fixed and a moving object <p>1b. Assure self, and additional personnel are out of the range of the swing radius and potential drop zone as the operator is setting/picking materials or attachments, or needing assistance to manage items to be picked/set (rigging)</p> <p>1b. Consider the motion an object is going to take once it is either picked or set, (and also then, unsecured) – If actively assisting, reposition where necessary to avoid potential contact. Use taglines. When detaching an item that has been rigged, anticipate how the load may shift, & determine how to manage the heft appropriately before releasing the rigging.</p> <p>1b. When multiple sources (equipment/personnel) are coordinating to manipulate a load, constant communication (visual and verbal) must be maintained effectively.</p>


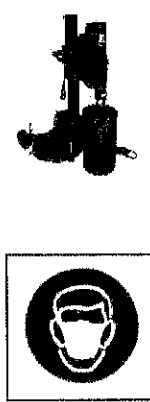




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SAP


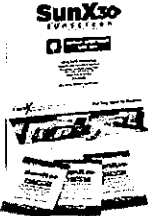



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Safety Activity Plan

<p>Working From Heights</p> 	<p>1a. Slips/trips/falls while accessing different elevations of the work area</p> <p>1b. Carrying tools/materials needed in the work area</p> <p>***Also See: Unloading, Picking & Setting Tools & Materials</p>	<p>1a. Ensure ladders/scaffolds are correctly selected/rated/constructed for their intended use. Scaffolds must be erected and tagged by a qualified person. A qualified person must also inspect the scaffolding prior to use each shift. Ladders must be visually inspected prior to use each shift and secured before accessed.</p> <p>1a. Only step on areas designed to be stepping/working surfaces:</p> <ul style="list-style-type: none"> • Face access ladders/steps • Use handrails/guides where provided • Assure footing before placing weight • Three points of contact when ascending/descending <p>1b. Ensure items are not carried up/down a ladder. When applicable, rely on mechanical methods to get tools/materials to the work area. For smaller items that need to be raised/lowered to/from the work area, this may be achieved with use of an approved tool carrier and rope, and only when personnel are not directly beneath it.</p>
<p>Cutting, Drilling, & Sealing</p> 	<p>1a. Line-of-fires: Placing body parts/materials in range of rotating parts</p> <p>1b. Incorrect identification of where to perform coring</p> <p>1c. Equipment malfunction/replacing bits/accessories</p> <p>1d. Dust generation</p> <p>1e. Introducing products on the site (sealing joints)</p> <ul style="list-style-type: none"> • Limitations • Handling 	<p>1a. Position body to avoid contact with moving parts – remain vigilant. Wear the correct size of PPE and do not allow loose articles or materials to be within range of moving parts</p> <p>1b. Confirm the location of the cuts to be made, by referring to the details of the drawings, pre-marking the locations for precise reference, and checking against the hole center indicator, and accurately anchoring the drill stand/leveling screws</p> <p>1c. Reference equipment manual for possible causes/remedies when source of malfunction is unknown, and for scenarios where the manufacturer recommends it be serviced by them. For interchanging attachments due to standard wear, remove the source of power, wear the appropriate PPE for handling, use only attachments that are recommended for use with the coring/drilling model, and assure adequate securement of replacement parts.</p> <p>1d. Water may be used to mitigate friction and the generation of dust. 3M Particulate Dust Masks may be opted to be worn in addition.</p> <p>1e. Verify SDS sheets are readily available, and periodically reviewed prior to handling of materials.</p>
<p>Unloading, Picking & Setting Tools & Materials</p> 	<p>1a. Improper mounting/dismounting of equipment to remove transport securement or rig the material for re-location (slips/trips/falls)</p> <p>1b. Equipment failure/fall/drop: Incorrectly selected (rating) or not/properly inspected/connected rigging equipment or attachments resulting in:</p> <ul style="list-style-type: none"> • Contact with personnel • Property damage • Near miss <p>1c. Exposure during rigging/transport/setting</p> <ul style="list-style-type: none"> • Struck-by • Caught-between • Workers beneath load 	<p>1a. Only step on areas designed to be stepping/walking surfaces:</p> <ul style="list-style-type: none"> • Face equipment access ladders/steps • Use handrails/guides where provided • Assure footing before placing weight • Three points of contact when mounting/dismounting <p>1b. Observe load limits/restrictions; Include substantial safety factors in rigging/equipment selections</p> <p>1b. Rigging and equipment attachments need to be thoroughly inspected – If deficiencies are found that effect safe operations, they must be tagged out of service.</p> <p>1b. Ensure accurate connections are in place before equipment is bearing load. (Load to be distributed correctly within hooks/between legs, screw pins tightly secured on shackles, clasps on hoist hooks able to close)</p> <p>1c. Controls:</p> <ul style="list-style-type: none"> • Barricade: Keep all non-essential personnel out of the immediate work zone, including the swing radius, and intended path of travel • Communicate: Strictly identify essential personnel's roles, ensure visual/verbal contact can be accurately maintained • As personnel essential to the task: Remain alert at all times, ensure understanding of your involvement in the immediate tasks, don't place any part of your body between a moving and a fixed object.


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Safety Activity Plan

<p>Miscellaneous – Time Spent On The Site</p>     	<p>1a. Fatigue/exhaustion/over-exertion</p> <p>1b. Cold stresses (less likely to be experienced on this project, however, being considered)</p> <p>1c. Heat Stresses</p> <p>1d. Sprains/strains (awkward posture/movements, etc.)</p> <p>1e. Hand injuries</p> <p>1f. Inclement weather</p> <p>1g. Biologic exposures/wildlife</p> <p>1h. Distracted workers/entrant attendants/fire watches</p>	<p>1a. Acknowledge prompts To Stop and Re-CHAT: Know your limits</p> <ul style="list-style-type: none"> Keep an eye on fellow workers, take/encourage appropriate breaks Sit down when putting on or removing layers of PPE Do not operate equipment & tools in conditions where you are not fully alert or feeling well – communicate with co-workers <p>1b. Controls:</p> <ul style="list-style-type: none"> Wear thin/light/unrestrictive clothing as ‘under layers’ Wear thicker ‘outer layers’ with wind/waterproof properties Attempt to limit having any exposed skin Take breaks/stay hydrated Keep an eye on fellow co-workers <p>1c. Controls:</p> <ul style="list-style-type: none"> Wear thin/light/unrestrictive clothing Wear clothing with wicking properties Attempt to limit having any exposed skin or wear & reapply sunscreen as necessary Take frequent breaks (sit, find shade, stay well hydrated) Keep an eye on fellow co-workers for early signs of heat stresses <p>1d. Consider:</p> <ul style="list-style-type: none"> The correct body positioning for the tasks you intend to perform Getting help when working with larger tools, or tasks – whether from a co-worker or with the aid of a mechanical device <p>1e. Careful hand placement:</p> <ul style="list-style-type: none"> Never place hands between fixed & moving objects Pay attention and pre-plan tasks based on work surroundings Wear proper gloves for the task Use the correct tool for the job, as it was intended for <p>1f. Plan work so that weather is factored in. Understand what conditions merit:</p> <ul style="list-style-type: none"> Prompts-To-Stop Seeking Shelter – where and for what time frames Permit Cancellation/Renewal <p>1g. Approved exterminators could be brought in to relocate nests and rodents if deemed necessary in order to continue to perform work safely.</p> <p>1g. Coverage:</p> <ul style="list-style-type: none"> Wear garments that will limit exposure from biting/stinging snakes/insects, or plants that may cause skin reactions from making direct contact. Consider precautionary barriers (skin/clothing applications – wipes, lotions, sprays) for anticipated potential contact (plants/insects only) <p>1g. Walking/Driving:</p> <ul style="list-style-type: none"> Consider your surroundings/speeds of approach and avoid areas where biologic hazards or wildlife are known to exist, or tread cautiously if it is an area that must be traveled, and the potential is present. Do not take actions to intentionally aggravate wildlife. Seek shelter if you believe a threat is posed and re-evaluate the situation. <p>1h. <u>Everyone’s success is based on pre-planning, focus, and accurate execution. Know what the expectations are for your role and do what is necessary to follow through on that without putting yourself or others at risk.</u></p>
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Stop Work Authority – All on-site personnel are empowered, expected, and have the responsibility to stop their own work and the work of co-workers, or other contractors, if any person’s safety or the environment is at risk. NO negative repercussions will result from this action.


Issue Date: 9/25/2024	Revision Date:	Issued By: Kelsie Ewald COSS
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<p>POSSIBLE RELATED DOCUMENTS</p>	<p>Fisher Contracting CHAT (Continuous Hazard Analysis Tool) Fisher Contracting SPA Form (Safe Plan of Action) Fisher Contracting Mobile Equipment Inspection Sheets (Article XLIV) Fisher Contracting Fueling of Equipment SOP Fisher Contracting Spotter Checklist Fisher Contracting Daily Sign In/Out (Accountability Sheet) Fisher Contracting Working in Inclement Weather Conditions SOP Material Loading and Unloading Check list Rigging Check List Generator Set-up Checklist Generator Daily Inspection Checklist Vehicle Inspection Form Fisher Contracting Lightning When to Act SOP</p>	
<p>PROBABLE TOOLS, EQUIPMENT & MATERIALS</p>	<p>Forklift Hand Tools Generators Ladders</p>	<p>Battery Operated Tools Air Compressor/Hoses Fall Protection / Harnesses Rope Grabs</p>

SUBCONTRACTOR(S) CONTACT LIST			
Name	Company	Phone	Alternate Contact Information (#/Email)


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***Additional Guidance In The Selection Or Expectation Of Task Specific PPE Can Come From Client Driven Requirements, Determinations Made Through Pre-Task Analysis, Or Be Determined Through Fisher Contracting Companies' PPE Hazard Assessment Form – Article XLII in Fisher Companies' Safety Handbook, & Should Include Reflection On Safe Work Permit**

(Appendix A)

PPE Guideline

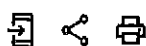
<u>MINIMUM REQUIRED</u>	<u>WORN AS NECESSARY</u>	<u>CARRIED ON PERSON</u>	<u>PPE LIST</u>	<u>COMMENTS</u>
X			HARD HATS	WHEN WORKING ON SITE EXCEPT UNDER THE PROTECTION OF R.O.P.S BRIM MUST BE IN THE FORWARD POSITION
X			SAFETY SHOES	STEEL OR COMPOSITE TOE BOOTS
X			HAND PROTECTION	WEAR TASK SPECIFIC GLOVES
X			SAFETY GLASSES W/SIDE SHIELDS	WHEN WORKING ONSITE – MINIMUM REQUIREMENT – OBSERVE WHERE ADDITIONAL IS REQUIRED
X			HIGH VIS APPARREL	ALL SITE WORK
	X		DUST/MONO GOGGLES	WEAR WHEN POTENTIAL FOR SEDIMENT OR SPLASHES TO ENTER THE EYE MAY BE PRESENT
	X		FACE SHIELD W/CHIN GUARD	WITH USE OF ANY CUTTING/GRINDING OPERATIONS WITH MINIMUM OF SAFETY GLASSES BENEATH
	X		HEARING PROTECTION	VARIOUS TASKS EXCEEDING 85dB
	X		LONG SLEEVES	AS INDICATED PER AREA/WORK CONDITIONS
	X		METATARSAL PROTECTION	FOR DEMOLITION, JACK HAMMERS, TAMPERS, AND SIMILAR EQUIPMENT THAT CREATES A SEVERE IMPACT TYPE HAZARD
	X		PERSONAL FALL ARRESTING SYSTEM	FOR ELEVATED WORK WHERE PROTECTION CANNOT BE ACHIEVED BY AN ALTERNATE MEANS
	X		FR CLOTHING	WORN BY WORKERS CREATING HOT WORK CONDITIONS: CUTTING/GRINDING/WELDING
	X		SARANEX	
	X		TYVEK	
	X		OVERBOOTS	WHEN ENTERING WHERE CONDITIONS ARE WET OR WHERE MATERIALS ARE DEMOED
	X		PARTICULATE RESPIRATOR	FOR USE WITH DEMOING ACTIVITIES, & PROPER TRAINING/EVALUATION HAS TAKEN PLACE
	X		CLASS III CUT RESISTANT GLOVES	FOR CUTTING MATERIALS WITH APPROVAL
	X		KEVLAR SLEEVES	WHILE HANDLING REBAR OR SIMILARLY SHARP MATERIALS OR OPEN BLADED CUTTING DEVICES
	X		HARNESSES/LIFELINES	
	X		CHAPS	WHEN USING CHAINSAW OR CUTTING W/KNIVES
	X		PFD	WHEN WORKING ON THE BOAT/BARGE OR EXITING EQUIPMENT WHEN WORKING ON WATER & NO ADDITIONAL BARRIER METHODS ARE PRESENT

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(Appendix B)

36 min (24.0 miles)

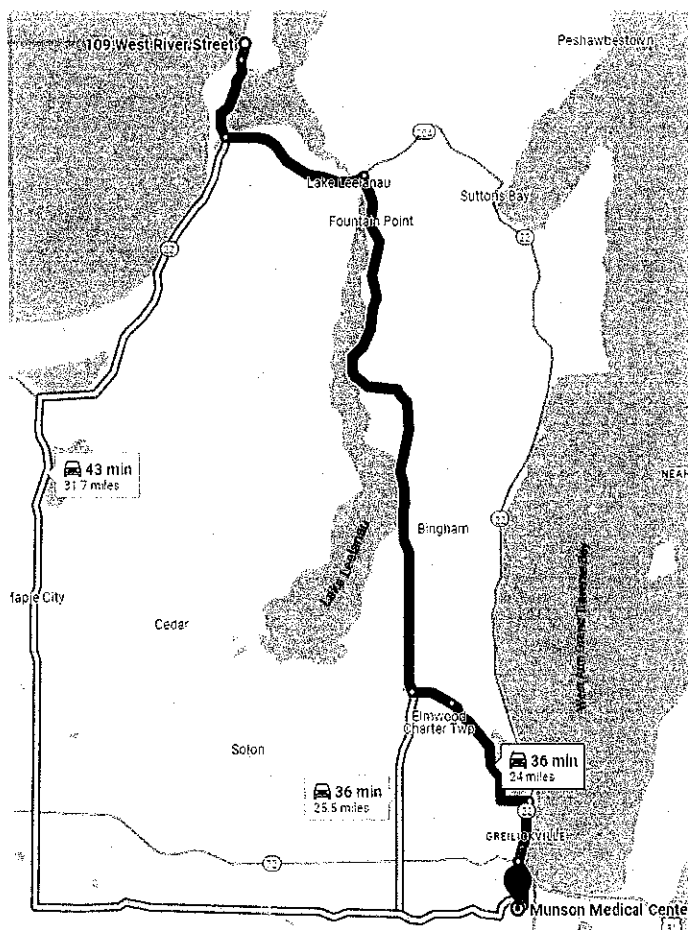
via S Lake Leelanau Dr
Fastest route, the usual traffic

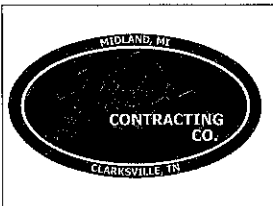


109 W River St
Leland, MI 49654

- ↑ Head southeast on W River St toward N Main St
10 sec (131 ft)
- > Take M-204 E to S Lake Leelanau Dr in Lake Leelanau
8 min (5.5 mi)
- ↘ Sharp right onto S Lake Leelanau Dr
15 min (12.0 mi)
- > Take E Cherry Bend Rd to Bay St in Traverse City
8 min (5.3 mi)
- > Continue on Bay St to your destination
4 min (1.1 mi)

Munson Medical Ctr
1105 Sixth St, Traverse City, MI 49684





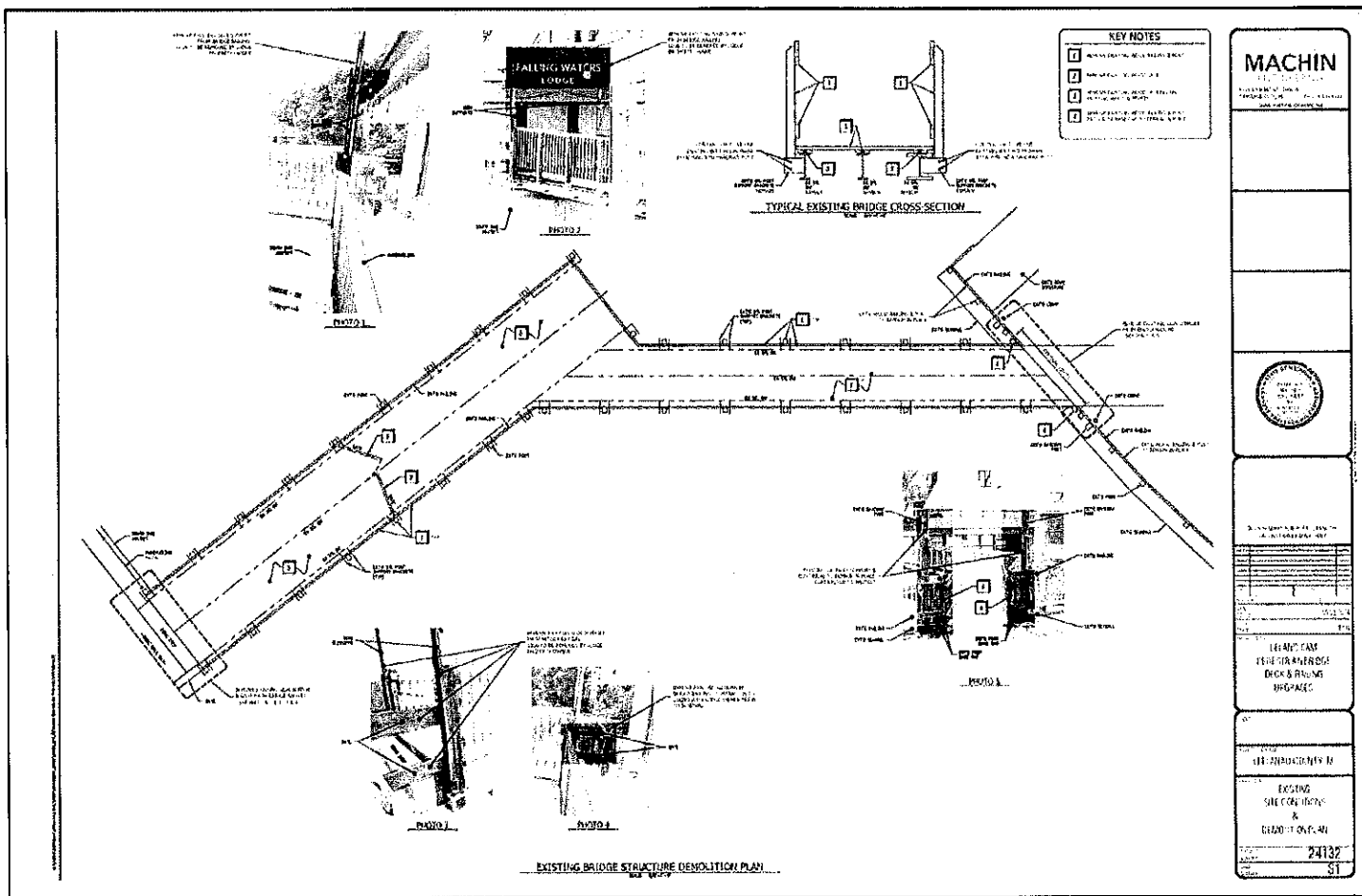
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(Appendix C)





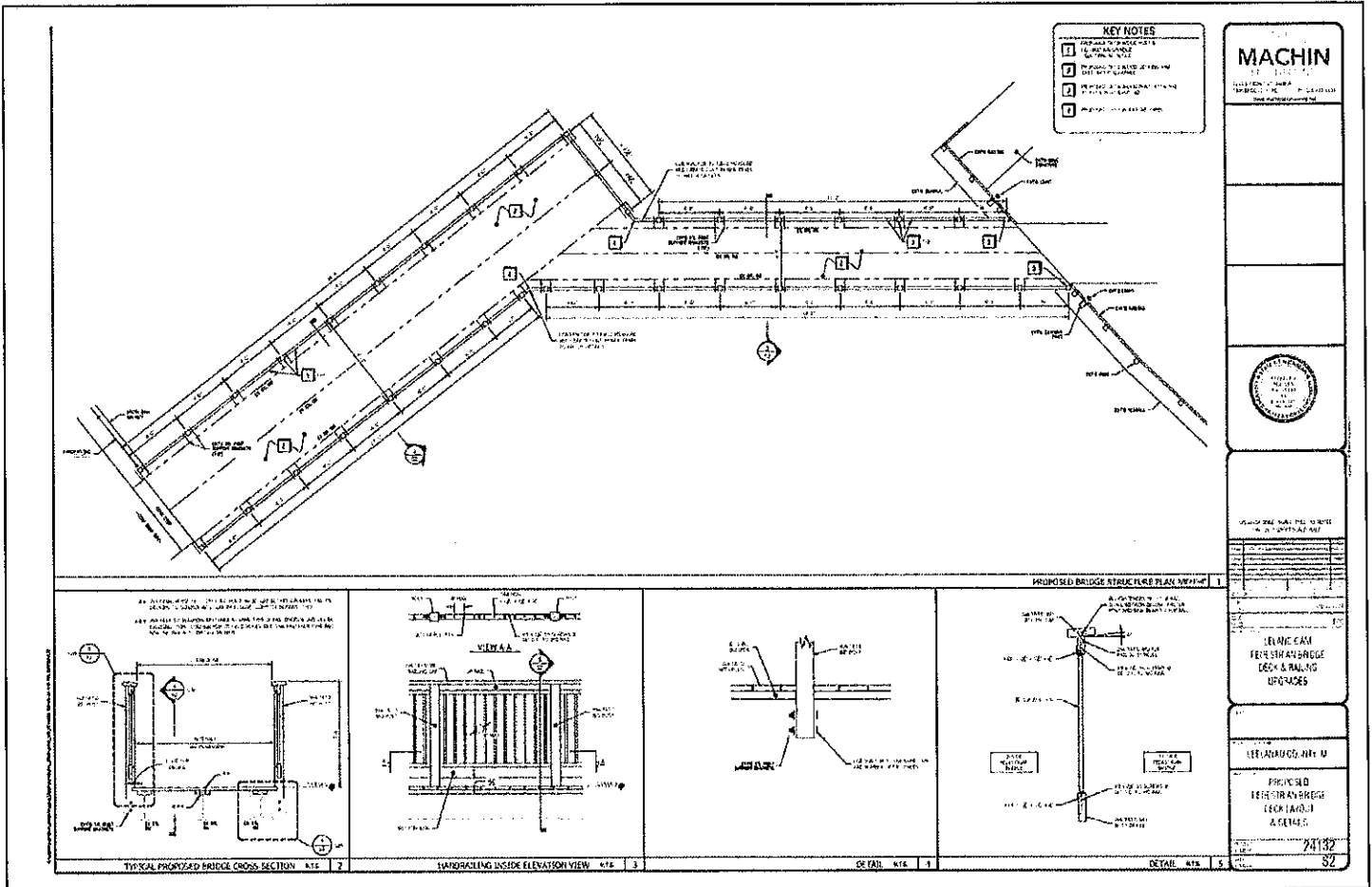
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(Appendix C)



COUNTY OF LEELANAU

PROPOSAL FORM

The undersigned, having carefully examined the appropriate specifications, #LCAO-RFP-2024-007, dated Thru Spec 5 08/21/2024, does hereby agree to furnish and deliver to the County of Leelanau, Suttons Bay, Michigan, the following items at the price(s) indicated:

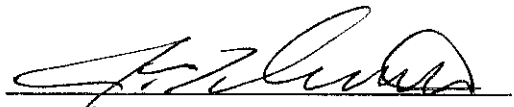
Item #	SCHEDULE OF ITEMS	PRICE
1	Demolition and Disposal	17,653.00
2	Decking, Ipe	24,616.00
3	Railing & Guard	56,191.00
4	Rail Posts, Ipe	10,086.00
	Alternative #1: Replace Ipe wood with Thermally Modified Ash. Apply add/deduct to cost here	(+) 3,004.00
	Alternative #2: Replace Ipe wood with Treated SYP. Apply add/deduct to cost here	(-) 9,881.00
	Summation of Items 1-4	108,546.00
	Summation of Items 1-4 with Thermally Modified Ash Alternative	111,550.00
	Summation of Items 1-4 with Treated SYP Alternative	98,665.00

Submitted by
 (Company Name): EASLING CONSTRUCTION CO.

Address: PO BOX 744, LELAND, MI 49654

Contact Name

(Print): JASON KLINGELSMITH

Signature: 

Telephone: 231-463-3893 / 231-256-9891

Fax: 231-256-9324

Email: JASON@EASLINGCONSTRUCTION.COM

NOTE: By signing and submitting this bid for consideration by the Leelanau County Administrator, the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

CS-1

Non-Collusion Affidavit

Bid #LCAO-RFP-2024-007
LELAND DAM PEDESTRIAN BRIDGE SURFACE
AND RAILING REPLACEMENT PROJECT

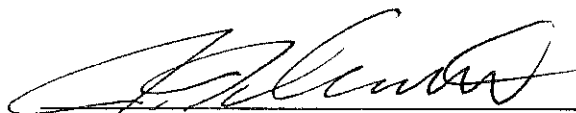
This Affidavit shall be submitted with and made part of this proposal to the County of Leelanau:

State of Michigan
County of Leelanau

JASON KLINGELSMITH

, being duly sworn, deposes and says that:

1. The proposal has been arrived at by the Proposer independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the RFP, designed to limit independent proposals or competition; and
2. The contents of the proposal have not been communicated by the Proposer or its employers or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposals.
3. The undersigned is duly authorized to execute this affidavit on behalf of the Proposer.



Authorized Signature

JASON KLINGELSMITH

Printed Name of Signatory

EASLING CONSTRUCTION CO.

Company Name

PO BOX 744

Address

LELAND, MI 49654

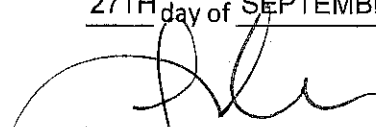
City/State/Zip

231-256-9891 / 231-463-3893

Phone Number

Subscribed and sworn to before me this

27TH day of SEPTEMBER, 2024



JULIE R. MEADE, Notary Public
LEELANAU COUNTY, MICHIGAN
My Commission expires: 06/04/2025

CS-2

ATTACHMENT "A" - Contractor's Qualification Statement

CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: Leelanau County Administration
Attention: Administrator

Submitted by: Firm Name: EASLING CONSTRUCTION CO.

Address: PO BOX 744
LELAND, MI 49654

Principal Office Location: 5711 N. MANITOU TRAIL, LELAND, MI

Submitted for: LELAND DAM PEDESTRIAN BRIDGE SURFACE AND RAILING REPLACEMENT PROJECT

Organization:

Provide the following information concerning your organization. Type of Entity:

- Corporation X
Partnership
Individual
Other

Names of Principal, Owners, or Partners

Table with 3 columns: Name, Position, Years of Service with Organization. Rows include MARTIN M. EASLING (PRESIDENT / DIRECTOR, 48 years) and JASON KLINGELSMITH (CEO / DIRECTOR, 18 years).

Number of years this organization has been in business? 48

Have members of this organization operated under former names / businesses?

Yes No X

If "yes", list name, type of entity, and names of principal, owners, or partners:

Provide four project examples of similar scope of work within the last five years. Provide back-up documentation.

- 1. OVPA - Omena Post Office Work Year: 2020
- 2. Suttons Bay Library - Entry Canopy Year: 2022
- 3. Centerville Twp - Int. Reno & Stair Ramp Year: 2023
- 4. Omena Historical Society - Museum East Facade Year: 2023
- 5. _____ Year: _____

Insurance and Bonds

List names of current insurance carrier and number of your projects insured by carrier:

HASTINGS MUTUAL INSURANCE CO.

List names of bonding company / agent utilized for projects constructed during the last five years:

Claims and Suites

Has your organization ever failed to complete any construction work it has been Awarded?

Yes _____ No X

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, describe in full.)

Yes _____ No X

Has there been in the last ten years, or is there now pending or threatened, any litigation, arbitration, investigation, or governmental or regulatory proceeding involving claims in excess of \$100,000 or requesting a declaratory judgment or injunctive relief with respect to the construction or operation of any building which your firm, its principals, predecessors, or affiliates constructed?

Yes X No _____

Are all city, county, state and federal taxes of any type, including real estate, FICA, and Workmen's Compensation paid to date?

Yes X No _____

Is there any potential arbitration, claim, demand, litigation, investigation, governmental proceeding, or regulatory proceeding involving your firm, its principals, predecessors, or affiliates? If the answer to either of the preceding questions is "Yes", describe in full in an attachment.

Yes _____ No X

In addition to the litigation, arbitration, investigation, or governmental / regulatory proceeding referred to in the preceding paragraphs, is there any litigation, arbitration, investigation, or governmental / regulatory proceeding now pending or threatened to which your firm is or may be a party, or are you aware of any potential claim or demand, which might otherwise affect the capacity of your firm to perform with respect to your involvement with the Owner, whether or not it concerns other work which you have undertaken? If so, describe in full.

Yes _____ No X

Bankruptcy

Has your firm, its principals, predecessors, or affiliates been the subject of any proceeding under federal bankruptcy laws or any other proceedings under state or federal law in which a court or government agency has assumed jurisdiction over any of the assets or business of your firm, its principals, predecessors, or affiliates? If so, identify the proceedings, the court or governmental body, and the date such jurisdiction was assumed in an attachment.

Yes _____ No X

Change Order History

Describe each instance within the last five years where change orders applied for during construction amounted in the aggregate to more than five percent of the contract price for any building which your firm constructed, or in which actual construction costs exceeded the contract price by more than five percent in an attachment.

References

1. Name of Business: _____

Contact Name: JAMES GROGAN

Address: PO BOX 301, LELAND, MI 49654

Amount of Contract: _____ Telephone Number: _____

Email: jimg21@gmail.com Fax Number: _____

Type of Work: Many projects over several decades

2. Name of Business: Centerville Township

Contact Name: Elizabeth Chiles

Address: _____

Amount of Contract: _____ Telephone Number: _____

Email: clerk.centerville@gmail.com Fax Number: _____

Type of Work: Interior Renovation and Stair Ramp

3. Name of Business: Omena Historical Society

Contact Name: Tom Buehler

Address: _____

Amount of Contract: _____ Telephone Number: _____

Email: thosbuehlermi@gmail.com Fax Number: _____

Type of Work: Museum East Facade

4. Name of Business: _____

Contact Name: _____

Address: _____

Amount of Contract: _____ Telephone Number: _____

Email: _____ Fax Number: _____

Type of Work: _____

Company Name of Proposer: EASLING CONSTRUCTION CO.

By:  JASON KLINGELSMITH Title: CEO / DIRECTOR

Any alterations to this document made by the offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any other legal remedies available to the County of Leelanau.

Invoice Trx Analysis

Invoice Date: 1/1/2022 To 12/31/2023

Invoice No	Customer No	Customer Name	Invoice Date	Total Invoice	Paid To Date	Last Date Paid	Job No	Trx Date
6904	SBL10	Suttons Bay Library	08/31/2022	14,238.00	14,238.00	09/21/2022	22-019	08/31/2022
6940	SBL10	Suttons Bay Library	09/30/2022	35,757.00	35,757.00	11/03/2022	22-019	09/30/2022
*** Grand Total ***				49,995.00	49,995.00			



Easling Database

Last Name:

Suttons Bay Library

First Names:

Attn: Sandy Boone

Formal Name:

Phone Local:

Address Home:

416 Front Street

Phone Home:

Address 2 Home:

PO Box 340

Phone Office:

City State Zip Home:

Suttons Bay, MI 49682

Email:

Address Local:

Mobile Phone:

Address 2 Local:

Fax:

City State Zip Local:

Security Code:

Jobs:

22-019 - Entry Canopy

Notes:

SBL10

Invoice Trx Analysis

Invoice Date: 1/1/2020 To 12/31/2021

Invoice No	Customer No	Customer Name	Invoice Date	Total Invoice	Paid To Date	Last Date Paid	Job No	Trx Date
6204	OME10	Omena Village Preserv. Assoc.	06/30/2020	10,000.00	10,000.00	07/31/2020	20-027	06/30/2020
6298	OME10	Omena Village Preserv. Assoc.	10/31/2020	20,000.00	20,000.00	11/16/2020	20-027	10/31/2020
6330	OME10	Omena Village Preserv. Assoc.	11/30/2020	4,985.00	4,985.00	12/04/2020	20-027	11/30/2020
*** Grand Total ***				34,985.00	34,985.00			



Easting Database

Last Name:	Omena Village Preservation Association	First Names:	Roberta Cohen is our Contact
Formal Name:	OVPA	Phone Local:	
Address Home:	5059 N. West Bayshore Drive	Phone Home:	
Address 2 Home:		Phone Office:	
City State Zip Home:	Omena, MI 49674	Email:	robertastl@aol.com
Address Local:		Mobile Phone:	
Address 2 Local:		Fax:	
City State Zip Local:		Security Code:	
Jobs:	20-027 - Omena Post Office	Notes:	OME10

Invoice Trx Analysis

Invoice Date: 1/1/2023 To 12/31/2024

Invoice No	Customer No	Customer Name	Invoice Date	Total Invoice	Paid To Date	Last Date Paid	Job No	Trx Date
7102	OHS10	Omena Historical Society	04/30/2023	25,474.71	25,474.71	05/12/2023	23-003	04/30/2023
7147	OHS10	Omena Historical Society	06/30/2023	1,336.58	1,336.58	07/31/2023	23-003	06/30/2023
*** Grand Total ***				26,811.29	26,811.29			



Eastling Database

Last Name:	Omena Historical Society	First Names:	Contact: Tom Buehler
Formal Name:		Phone Local:	
Address Home:	PO Box 75	Phone Home:	
Address 2 Home:		Phone Office:	
City State Zip Home:	Omena, MI 49674	Email:	thosbuehermi@gmail.com
Address Local:		Mobile Phone:	
Address 2 Local:		Fax:	
City State Zip Local:		Security Code:	
Jobs:	23-003 - Museum East Façade	Notes:	OHS10

Invoice Trx Analysis

Invoice Date: 1/1/2023 To 12/31/2024

Invoice No	Customer No	Customer Name	Invoice Date	Total Invoice	Paid To Date	Last Date Paid	Job No	Trx Date
7269	CEN25	CENTERVILLE TOWNSHIP	12/31/2023	34,338.30	34,338.30	01/17/2024	23-012	12/31/2023
7287	CEN25	CENTERVILLE TOWNSHIP	01/31/2024	18,815.88	18,815.88	03/18/2024	23-012	01/31/2024
7305	CEN25	CENTERVILLE TOWNSHIP	02/29/2024	7,681.74	7,681.74	03/18/2024	23-012	02/29/2024
7316	CEN25	CENTERVILLE TOWNSHIP	03/31/2024	3,178.94	3,178.94	05/14/2024	23-012	03/31/2024
*** Grand Total ***				64,014.86	64,014.86			



Easling Database

Last Name: Centerville Township

Formal Name: Attn: Jim Schwantes, Supervisor

Address Home: 5001 S. French Road

Address 2 Home:

City State Zip Home: Cedar, MI 49621

Address Local:

Address 2 Local:

City State Zip Local:

Jobs: 18-002 - Remodel Township Hall
23-012 - Twp Hall Int Reno/Stair Ramp

First Names:

Phone Local:

Phone Home:

Phone Office:

Email:

Mobile Phone:

Fax:

Security Code:

Notes: CEN25
Invoices to:
Elizabeth Chiles
clerk.centerville@gmail.com

ATTACHMENT "B" – Sample Contract Agreement

This is a Sample Agreement. The attachments referenced in this Agreement are not included in this packet.

AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, 2024, 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 _____, whose business address is _____ (hereinafter referred to as the "Contractor").

RECITALS:

WHEREAS, the County requested proposals for Leland Dam Pedestrian Bridge Surface and Railing Replacement Project located at 109 River St, Leland, MI 49654 (hereinafter referred to as the "Project"); and

WHEREAS, the Contractor has submitted a proposal to the County to provide services relating to the project; and

WHEREAS, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

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

I. SERVICES TO BE PERFORMED BY THE CONTRACTOR. The Contractor shall provide services consistent with the Contractor's Proposal. A copy of said Proposal is attached to this Agreement labeled Attachment A. The attached Attachment A is incorporated by reference into this Agreement and is made a part thereof.

The primary interface between the Contractor and the County shall be through the Leelanau County Administrator's Office. The Leelanau County Administrator's Office shall be responsible for the coordination of the Contractor's work.

II. COMPENSATION. The County shall pay the Contractor as set forth in the fee schedule provided in the Proposal attached as Attachment A. The compensation authorized in this section may be billed by the Contractor after the completion of each of the tasks identified in the Proposal. The Contractor's bills shall set forth a brief description of the services performed and products produced by it, the total sum due and such additional information as the County may require. It is understood and agreed that the Contractor shall not bill and the County shall not pay for the Project until after the Project has been completed, including all items on the Project's final punch list.

The County shall process and pay the Contractor's bills, pursuant to the County's procedure for payment of Accounts Payable. It is expressly understood and agreed that the total sum which the County shall pay for the project under this Agreement shall not exceed the sum of _____.

III. COUNTY'S RESPONSIBILITIES. The County shall provide the following to assist the Contractor with the Project and its completion:

A.

B.

IV. RECORD DOCUMENTS. Upon completion of the work, the Contractor shall compile for and deliver to the County a reproducible set of Record Drawings based upon the marked-up record drawings, addenda, change orders and other data.

V. ADDITIONAL SERVICES. Additional services, not specifically identified in Section I. Scope of Services and the attached Exhibit A shall be paid for by the County in addition to the fees set forth in Section II of this Agreement provided the County and Contractor set forth their agreement with respect to such additional services, the costs therefore and the method for payment of such costs in a written amendment to this Agreement signed by the authorized representatives of both parties.

VI. ABANDONMENT OF WORK. If any work is abandoned or suspended, the Contractor shall be paid for services performed prior to receipt of written notice from the County of abandonment or suspension.

VII. STANDARD OF CARE. In providing services under this Agreement, the Contractor shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Failure to meet such standards shall be a material breach of this Agreement.

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

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

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

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

X. INDEPENDENT CONTRACTOR.

- A. It is expressly understood and agreed that the Contractor, its subcontractors and sub-subcontractors, are independent contractors. The employees, servants, agents and assigns of the Contractor, its subcontractors or sub-subcontractors shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor, its subcontractors and sub-subcontractors shall be responsible for paying all salaries, wages and other compensation which may be due their employees or agents for performing work under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments.
- B. The direction and supervision of the working forces, including subcontractors, rests exclusively with the Contractor. The County shall not issue any instructions to, or otherwise interfere with the same.

XI. INDEMNIFICATION AND HOLD HARMLESS. The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Contractor or any of its officers, employees, agents or subcontractors which may arise out of this Agreement.

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

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

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

In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor. The making of any such payment by the

County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

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

XV. ASSIGNMENT OR SUBCONTRACTING. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.

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

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

XVIII. AGREEMENT PERIOD. This Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both parties (hereinafter referred to as the "Effective Date"). All work on the Project including all items on the final punch list and Work Site clean-up shall be completed by no later than the ____ day of _____, 202__ (hereinafter referred to as the "Completion Date").

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

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

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

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

Type text here

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

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

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR THE ASPHALT REPAIR SEALCOATING, AND STRIPING OF THE LEELANAU COUNTY GOVERNMENT CENTER CAMPUS.

COUNTY OF LEELANAU

By: _____
Ty Wessell, Chairman
County Board of Commissioners

By: _____
(Signature)

Name: _____
(Print or Type)

Date: _____

Title: _____
(Print or Type)

Date: _____

Type text here

Type text here **ATTACHMENT "C" – Work Item Descriptions**

Intent:

It is the intent of Leelanau County to contract with one vendor for the removal and replacement of the existing wood decking and railing system of the Leland Dam pedestrian bridge, located at 109 W River St, Leland, MI 49654, as assigned by the County Administrator.

The following work items shall be in accordance with the plans, specifications and in accordance with the following:

1. **DEMOLITION AND DISPOSAL**

This item shall include the complete removal and disposal of the existing decking, railing, and rail posts and shall include the furnishing of all transportation, equipment/tools, labor, and all other work necessary to provide for the Demolition and Disposal as outlined in the project documents. Provide all necessary site security, fencing as necessary, to protect the work site from the public and workers. All permitting and notifications to local businesses is included in this work item. Measured and paid for on a lump sum basis (LS).

2. **DECKING, IPE**

This item shall include the furnishing of all materials, labor, equipment/tools, material submittals for review and approval by Engineer, installation, and all materials and fasteners necessary for the complete installation of the decking system. Wood species to be Ipe. Measured and paid for by the lump sum (LS).

3. **RAILING & GUARD, IPE**

This item shall include the furnishing of fabrication, all equipment/tools, labor, material submittal for review and approval by Engineer, work by certified welders, galvanizing, erection, wood rails to match decking, and all other components necessary to furnish a complete and installed railing system. Wood species to be Ipe. Measured and paid for by the lump sum (LS).

4. **RAIL POSTS, IPE**

This item shall include the furnishing of fabrication, all equipment/tools, labor, material submittal for review and approval by Engineer, wood rail posts to match decking, and all other components necessary to furnish a complete and installed railing system. Wood species to be Ipe. Measured and paid for by the lump sum (LS).

Alternative Bid Items:

5. **ALTERNATIVE MATERIAL 1:**

Replace base material Ipe for Thermally Modified Ash in this alternative. Work item description remains same as base material.

6. **ALTERNATIVE MATERIAL 2:**

Replace base material Ipe for Treated Southern Yellow Pine (SYP #2) in this alternative. Work item description remains same as base material.

Type text

**ATTACHMENT "D" – CERTIFICATE OF COMPLIANCE
WITH PUBLIC ACT 517 OF 2012**
(Please type or print clearly in ink only)

I certify that neither _____ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

(Name of Company)

By: _____

Date: _____

Title: _____

Attachment "E" – Leelanau County Board Policy on Insurance Requirements

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

APPLIES TO: All Leelanau County Employees and Elected Officials.

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

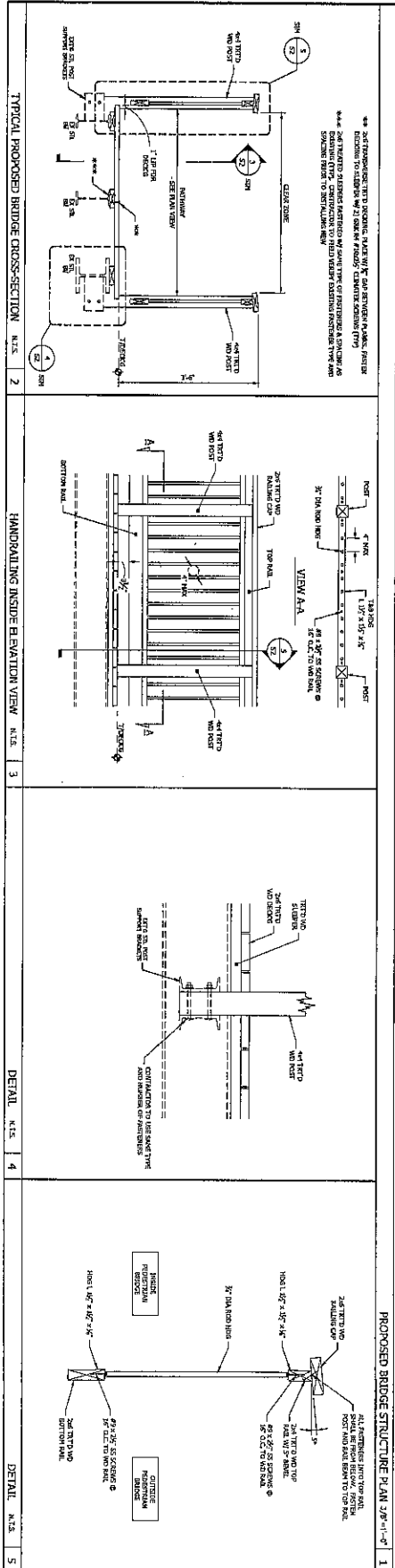
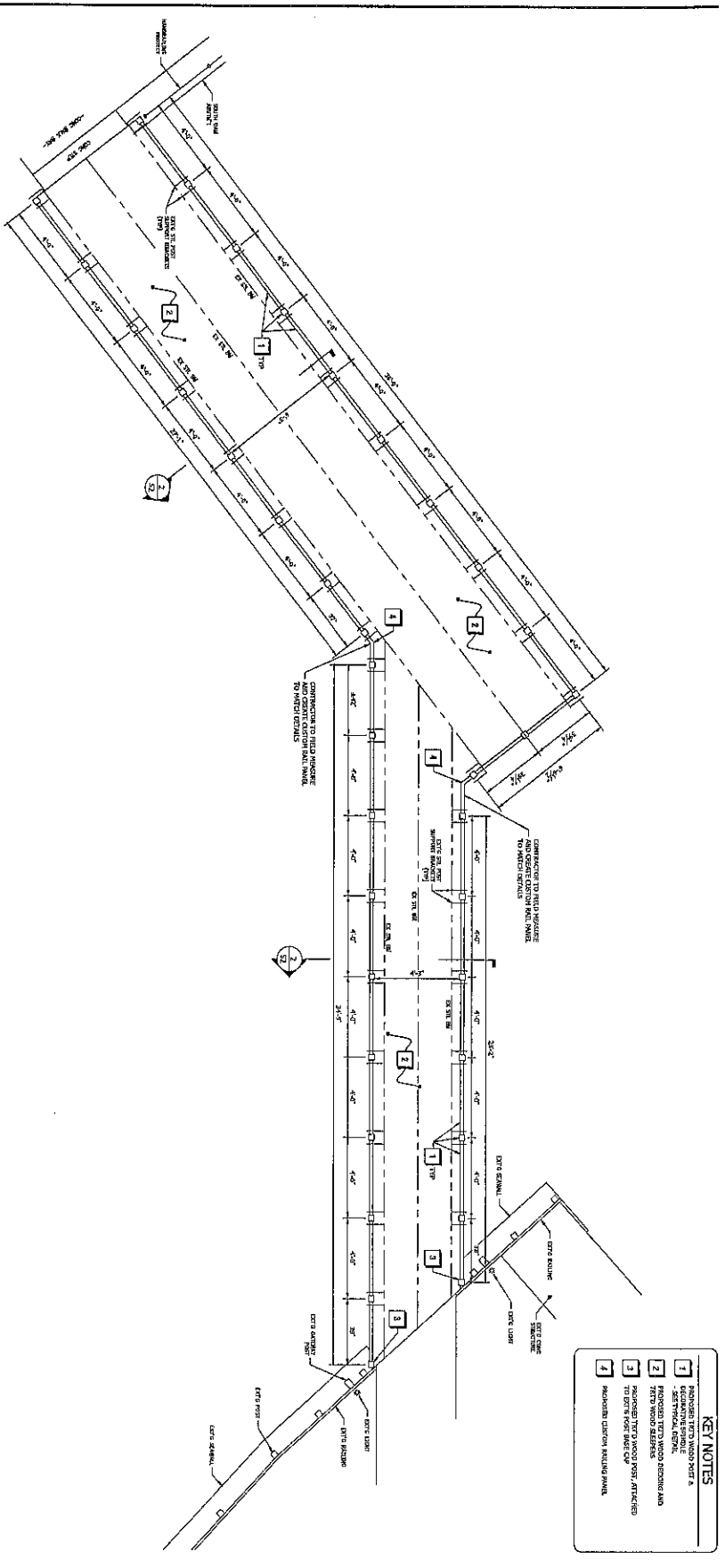
The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in this policy. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance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

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

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., Contractor, 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.

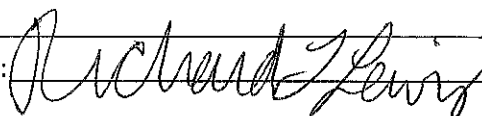


<p>MACHIN ENGINEERING</p> <p>1115 E. PARKWAY, SUITE 404 THUNDERBOLT, MI 48178-1510</p> <p>www.machinengineering.com</p>		<p>PROJECT TITLE: LELAND DAM PEDESTRIAN BRIDGE DECK & RAILING (UPGRADE)</p>		<p>PROJECT LOCATION: LELAND COUNTY, MI</p>		<p>DATE: 08/23/2024</p>		<p>SCALE: AS SHOWN</p>		<p>PROJECT NO.: 24132</p>	
<p>DESIGNED BY: MACHIN ENGINEERING</p>		<p>CHECKED BY: MACHIN ENGINEERING</p>		<p>APPROVED BY: MACHIN ENGINEERING</p>		<p>DATE: 08/23/2024</p>		<p>SCALE: AS SHOWN</p>		<p>PROJECT NO.: 24132</p>	

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Lauren Cypher</u> Telephone Number: <u>231-256-9711</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Regular Session</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: <u>10/08/2024</u></td> <td></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Regular Session</u>		Date of Meeting: <u>10/08/2024</u>							
Submittal Dates													
<input checked="" type="checkbox"/> Select Meeting Type: <u>Regular Session</u>													
Date of Meeting: <u>10/08/2024</u>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select One: <u>Select One</u></td> <td style="width: 50%;"></td> </tr> <tr> <td><input checked="" type="checkbox"/> Other: _____</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Account No.: _____</td> <td></td> </tr> <tr> <td><input type="checkbox"/> CIP Project?</td> <td></td> </tr> <tr> <td><input type="checkbox"/> If Grant, Match Account No.: _____</td> <td></td> </tr> </table>	Financial/Source Selection Method		<input type="checkbox"/> Select One: <u>Select One</u>		<input checked="" type="checkbox"/> Other: _____		<input type="checkbox"/> Account No.: _____		<input type="checkbox"/> CIP Project?		<input type="checkbox"/> If Grant, Match Account No.: _____		Vendor: _____ Address/ Phone: _____ Description: <u>2% Allocation Request/Agr.</u>
Financial/Source Selection Method													
<input type="checkbox"/> Select One: <u>Select One</u>													
<input checked="" type="checkbox"/> Other: _____													
<input type="checkbox"/> Account No.: _____													
<input type="checkbox"/> CIP Project?													
<input type="checkbox"/> If Grant, Match Account No.: _____													
Budgeted Amount: _____ Contracted Amount: _____													
Document Description													
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization													
<p>In compliance with the Board of Commissioner's Grant Policy No. 8.03 the parties listed below have submitted intention to apply for 2% grants for the fall/winter 2024 cycle.</p> <p>The Administrator and finance Director have determined that these requests are administratively feasible.</p> <p>Sheriff's Office - Body Cameras and Subscription Emergency Services - Dispatch Console Stations Senior Services - Leelanau Christian Neighbors Food Pantry Parks & Recreation - Disc Golf Course Upgrade BOC - Electric Vehicle Charging Stations Planning - Solid Waste - Tire and Mattress Collection</p> <p>Habitat for Humanity Grand Traverse Region - Housing Build Homestretch Housing - Jon Stimson - Pre-development for affordable housing in Suttons Bay Energy Futures Task Force - Joe DeFors - Access Michigan Solar Program</p>													
<p>Suggested Recommendation:</p> <p>Move to recommend that the above-referenced parties be issued "Intent to Apply" letters authorizing the listed departments to proceed with preparation of writing grant applications to be submitted to the BOC in November, 2024.</p>													

Department Approval: _____


Date: 10/04/2024

4. Fiscal Data: Amount Requested: \$ 50,000 Percent: .06 %
 Local Leveraging: \$ 50,000 Percent: .06 %
 (Match)
 Total Budget: \$ 845,904.86 Percent: 100 %

5. Target Population numbers: _____ Children _____ Adults _____ Elders
 _____ Total GTB member Community _____ Others
 (Indicate the number of GTB members)

6. Counties Impacted: _____ Antrim _____ Benzie _____ Charlevoix
 _____ Grand Traverse X Leelanau _____ Manistee

7. Brief Description (purpose of funding); include statement of need:

The Grand Traverse region is grappling with a severe affordable housing crisis, exacerbated by skyrocketing property values, limited housing availability, and stagnating wages. In Leelanau County alone, a recent study found that 46% of homeowners are cost-burdened, meaning they spend more than 30% of their income on housing. To meet the demand in Leelanau County, at least 2,335 homes need to be built by 2027. However, with a poverty rate of 10.7% and over 60% of homes priced at over \$300,000, homeownership remains a distant dream for many families. This financial strain forces them to make difficult choices between essential needs such as food, healthcare, and education. Without stable housing, these families face challenges in achieving financial stability and improving their quality of life.

Habitat for Humanity Grand Traverse Region (HFH-GTR) is committed to a sustainable, long-term strategy alleviate the housing crisis in the Grand Traverse region. Our comprehensive plan involves constructing 47 properties from 2023 to 2029 across Grand Traverse, Kalkaska, and Leelanau Counties. In addition to building homes, HFH-GTR is dedicated to advocacy, education, and providing essential home repair services to qualified families in need. We aim to positively impact the community by improving the lives of over 2,106 families between 2023 and 2029.

This funding would be directed to the completion of our next two homes in the New Waves Project which consists of a total of 14 houses being built in Leelanau County.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

(b) Recommendation from Parent Committee: _____ YES _____ NO

Please have the Parent Committee sign the attached Certification Form.

(c) Describe parent involvement in project: _____

(d) Does the school receive Title VII Indian Education Funds? _____ YES _____ NO
If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start 09/2024 Completion 05/2025

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

X YES _____ NO. If yes, please list the start and end dates and amount:

2017 - 2018 and amounts: \$9000

2018 - 2019 and amounts: \$5000

_____ - _____ and amounts: _____

11. Is the proposed project new No or a continuation project Yes?

If this is a continuation project, please explain why there is a need to continue funding:

While this project is a continuation of an ongoing project, this is a new set of 2 homes which we are seeking funding for. These two homes are part of a larger 14 home project. While we have requested funding as noted above, we have not received funding so this is not a continuation of a previously funded program.

12. If the previous project has been completed, did you submit your 2% report? N/A YES N/A NO.
The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).
As local gaming increases so does the need for affordable housing. Gaming has caused a direct increase in employment, and thus an increase in local population numbers amongst an already scant housing market.
14. How will the success of the project be assessed (evaluation plan)? We are continuously assessing our program and construction plans, ensuring long-term sustainability and cost effectiveness. We also do ongoing needs studies throughout all of the areas where we build to assess needs and gaps in housing availability.
15. If new staff is required, will preference be given to Native American applicants?
 YES X NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
 - **If for June cycle, postmarked by May 31st.**
 - **If for December cycle, postmarked by November 30th.**

Mail completed 2% applications to:

**Attention: 2% Program
 Grand Traverse Band of Ottawa and Chippewa Indians
 2605 N.W. Bay Shore Drive
 Peshawbestown, MI 49682**

If you have any questions, please call 231-534-7601.

Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the _____ School District.
(Name of school district)

Print Name

Sign Name

Date

Print Name

Sign Name

Date

Print Name

Sign Name

Date

Print Name

Sign Name

Date

Print Name

Sign Name

Date

Print Name

Sign Name

Date

equipment at the three-year mark. At the end of the five-year period, the County and the agency will have two options: either re-invest into another contract for continued service and equipment or walk away with ownership of the existing inventory and continue on exploring different options.

2% Grant Request Total: \$75,650.00

Upfront Costs / Equipment - \$35,094.00

Upfront Subscription Fee - \$36,336.00

Installation of trigger systems- \$4220.00 (20 cars - \$211.00 per car)

There will no additional costs to administer this grant but there will be a yearly subscription fee for years 2-5, at a cost of \$36,336.00 per year that will remain the counties responsibility. If you need any additional information please do not hesitate to contact me.

Lauren Cypher

From: Richard Lewis
Sent: Friday, October 4, 2024 1:10 PM
To: Lauren Cypher
Subject: FW: 2% Funds

One more

From: Jon Stimson <jon@homestretchhousing.org>
Sent: Friday, October 4, 2024 1:09 PM
To: Richard Lewis <rlewis@leelanau.gov>
Cc: 'Emily S. Kohler' <emily@chestnutservices.org>
Subject: 2% Funds

Richard,

Homestretch is desirous to apply for 2% funding for predevelopment activities on a parcel in Leelanau County (Suttons Bay Township) to create affordable housing. The request is for \$35,000 which will be matched by a combination of Homestretch funds and another entity. The parcel in question is State owned and would support a mixed-use project for a mental health provider and other like-minded business. It would also incorporate new construction for an eight-unit affordable housing complex within the same parcel.

Please accept this as my intent to submit a formal application when required.

Thank you,

Jon

Jonathan Stimson

Executive Director

Homestretch Nonprofit Housing Corp.

400 Boardman Ave., Suite 10

Traverse City, MI 49684

O: 231-947-6001

C: 231-342-7014

www.homestretchhousing.org



From: [Joe DeFors](#)
To: [Richard Lewis](#)
Cc: [Lauren Cypher](#); [Kama Ross](#); [Gwenne Allgaier](#)
Subject: Late agenda item request
Date: Thursday, October 3, 2024 1:33:52 PM

Administrator Lewis, on behalf of the local nonprofit Leelanau Energy I need to request a late addition to the agenda for the 10/8 meeting of the BoC.

Leelanau Energy is asking approval to submit a grant to the Grand Traverse Band 2% grants program through Leelanau County. The purpose is as follows.

Leelanau Energy may enter into a partnership with the Traverse City based Groundwork Center for Resilient Communities to add Leelanau County into their existing **Access Michigan Solar** program. This is a “group buying” program that gets households, governments or businesses an additional discount from the installer if we bring them several projects. The requested funding would pay for the costs related to program administration and staffing provided by the Groundwork Center organization. The exact amount of the grant request has not been determined, but we expect it will be under \$20,000.

As you know the application deadline is November 30, thus we need approval now to move forward. Thank you for your assistance in this matter.

Please confirm receipt.

Respectfully, Joe DeFors
President, Leelanau Energy

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Board of Commissioners</u> <input checked="" type="checkbox"/> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>(231) 256-9711</u>	<b style="text-align: center;">Submittal Dates <input type="checkbox"/> Select Meeting Type: <u>Regular Session</u> <input checked="" type="checkbox"/> Date of Meeting: <u>10/08/2024</u>
<b style="text-align: center;">Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> <input type="checkbox"/> Other: <u>Intergovernmental Agreement</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <u>Leelanau Twp Comm Tow</u> <input checked="" type="checkbox"/> <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>N/A</u> Address/ Phone: _____ _____ Description: Select One
Budgeted Amount: _____ \$ <u>0.00</u> Contracted Amount: _____ \$ <u>0.00</u>	

Document Description

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

Last March the Board of Commissioners (BOC) approved an Intergovernmental Agreement with Leelanau Township regarding the proposed Communication Tower. The agreement was executed by BOC Chair and sent to the Township for signature, which has not taken place. In late April, we were informed of the need to apply for and receive a Special Land Use Permit (SLUP) regarding the proposed location of the tower. Being focused on this process, the need for the Township's execution of the Agreement took a back seat.

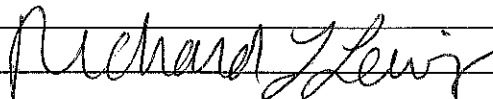
In July, the Township was requested to execute the Agreement and proved a waiver of the immediate payment at the execution of the agreement, knowing that until the SLUP was complete, construction could not take place. The Township had committed to use of ARPA funds for their required payment and was concerned about using those funds without assurance of the SLUP outcome. The Township has resolved that concern using other funds. Since then, Township Supervisor Mike McMillan and I, working with legal counsel, have revised the agreement which addresses their other concerns about timing.

Attached, please find a redlined and final version of the agreement for your approval. It is my understanding that the Township will also be considering the agreement at their meeting on Tuesday.

I'll be prepared to answer questions Tuesday evening.

The proposed recommendation/motion is the same as what was approved by the BOC on March 19, 2024.

Suggested Recommendation:
 I move that the County Board of Commissioners approve the Intergovernmental Agreement between Leelanau County and Leelanau Township for the construction of the communications tower located off Kitchen Road in Leelanau Township

Department Approval:  Date: 10/04/2024

**INTERGOVERNMENTAL AGREEMENT FOR CONSTRUCTION OF THE LEELANAU
TOWNSHIP COMMUNICATION TOWER PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT FOR CONSTRUCTION OF THE LEELANAU TOWNSHIP COMMUNICATION TOWER PROJECT (hereinafter referred to as the “Agreement”) made and entered into on this _____ day of _____ 2024, by and between the **COUNTY OF LEELANU**, a municipal corporation and political subdivision of the State of Michigan, (hereinafter referred to as the “County”) and the **TOWNSHIP OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “Township”).

WITNESSETH:

WHEREAS, the County and Township desire to expand cellular and broadband services to citizens in Leelanau Township and have identified an ideal location for a communication tower (hereinafter referred to as the “Project”) on privately-owned land in Leelanau Township; and

WHEREAS, the County has established a partnership with Cherryland Electric Cooperative for this Project; and

WHEREAS, upon completion of the Project, the County will assume full ownership of the communication tower; and

WHEREAS, the Township wishes to contribute to the completion of this project which will benefit its citizens, and has identified finances in its operating budget for this Project; and

WHEREAS, the parties may enter this Agreement pursuant to MCL 124.501, et seq.; and

WHEREAS, the parties desire to enter in to this Agreement to memorialize the parties’ understanding of their financial obligations with regard to the use and annual maintenance of the communication tower.

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

1. Agreement Term. This Agreement shall go into effect, and performance thereon shall commence, on the ____ day of _____ 2024 (“Commencement Date”) and shall continue for twenty (20) years from the date of final installation of the tower or until terminated by either party upon thirty (30) calendar days prior written notice before the expiration of the term. In the event construction of the tower is not commenced within two (2) years of the Commencement Date, this Agreement shall be automatically terminated unless extended by written agreement of the parties. Extensions will be subject to renegotiation between both parties.

2. Responsibilities of the County. The County will be responsible for project management of the Project from RFP development, publication, and administration through to final acceptance, to include but not be limited to vetting RFP vendors and their proposals, achieving and maintaining licensing

from the Federal Aviation Administration (FAA) and the Federal Communications Commission (FCC), achieving necessary permits and fulfilling required applications for successful completion of the Project, engineering and construction of a new access driveway to the Project site, negotiating and managing tower lessee contracts and a land agreement contract with the property owner, and serving as the fiduciary of the Project. The County will also be responsible for maintaining 24/7 access for tower lessees, according to their respective Tower Lease Agreements.

3. Responsibility of the Township. The Township will be responsible for paying to the County a capital investment of **One Hundred Thousand and NO/100 Dollars (\$100,000.00)** for the Project (“Project Funds”). The Project Funds shall be paid to the County in a single lump sum, which shall be due and payable to the County at its offices within seven (7) days of Township being invoiced by the County. The County shall not invoice the Township until such time as a building permit has been issued.

4. Compensation. There is an existing tower site at the Leelanau Township Fire Department. The tower is County-owned on Township property and the County and Township share revenue from collocation rent. In the event collocation is vacated from the exiting tower site and reestablished by the same vendor at the Project tower site within six (6) months of completion of the new tower, the County shall share with the Township one-third (1/3) of the Net Revenue (as defined below) which the County receives from said collocation agreement(s) as follows:

- A. Revenue sharing will be determined on a calendar year basis.
- B. Rental payments are paid to the County by tower lessees according to their respective Tower Lease Agreements. Only rental payments received through established Tower Lease Agreements will be applicable to revenue sharing.
- C. “Net Revenue” is determined by deducting from lease payments the following:
 - 1) Any maintenance costs incurred by the County related to the Leelanau Township Tower over the current calendar year.
 - 2) Revenue sharing paid to the landowner (lessor) of the Leelanau Township Tower according to the terms of the Land Lease Agreement.
- D. The County will pay to the Township one-third (1/3) of the Net Revenue, if any, for the twenty (20) year term of this lease.
- E. The County has no obligation to make any payments beyond the original twenty (20) year term as set forth in Section 1.

5. Liability.

- A. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Township in the performance of this Agreement shall be the responsibility of the Township, and not the responsibility of

the County, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Township, anyone directly or indirectly employed by the Township, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Township or its employees by statutes or court decisions.

- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the Township if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Township in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the Township in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, the Township or their employees, respectively, as provided by statute or court decisions.
- D. Nothing herein will be construed as a waiver of any governmental immunity, as provided by statute or modified by court decisions, by either the County, its agencies, elected or appointed officers, and employees or the Township, and its agencies, elected or appointed officers and employees.

6. Nondiscrimination. The parties hereto, as required by law, shall not discriminate against a person to be served or an employee or applicant for 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, political affiliation or beliefs. Breach of this covenant shall be regarded as a material breach of this Agreement.

7. Compliance with the Law. The parties hereto mutually agree to comply with all applicable Federal, State and local laws, ordinances, rules and regulations in performing their obligations pursuant to the Agreement.

8. Venue. This Agreement is governed by Michigan Law. Any and all suits for any breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the State of Michigan pursuant to applicable statutes and court rules.

9. Warranty. **NEITHER THE COUNTY, NOR ITS OFFICERS, AGENTS, CONTRACTORS, OR EMPLOYEES MAKE ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A**

PARTICULAR PURPOSE, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, FUNCTIONING, COMPLETENESS, OR USEFULNESS OF THE LEELANAU TOWNSHIP COMMUNICATION TOWER.

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

11. 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.

12. Assignment or Subcontracting. The Parties to the Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement, except for the County's existing contractual relationship with Cherryland Electric Cooperative for this Project.

13. 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.

14. 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.

15. Invalid Provisions. If any provision of this 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.

16. Merger. This Agreement supersedes and replaces any previous written or oral agreement between the parties, which shall be considered null and void.

17. Certification of Authority to Sign Agreement. The person 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.

[Signature page to follow]

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, Chairperson

Date

LEELANAU TOWNSHIP

Mike McMillan, Supervisor

Date

**APPROVED AS TO FORM FOR COUNTY OF LEELANAU:
COHL, STOKER & TOSKEY, P.C.
By: DONALD J. KULHANEK
On: October 3, 2024**

**INTERGOVERNMENTAL AGREEMENT FOR CONSTRUCTION OF THE LEELANAU
TOWNSHIP COMMUNICATION TOWER PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT FOR CONSTRUCTION OF THE LEELANAU TOWNSHIP COMMUNICATION TOWER PROJECT (hereinafter referred to as the “Agreement”) made and entered into on this _____ day of _____ 2024, by and between the **COUNTY OF LEELANU**, a municipal corporation and political subdivision of the State of Michigan, (hereinafter referred to as the “County”) and the **TOWNSHIP OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “Township”).

WITNESSETH:

WHEREAS, the County and Township desire to expand cellular and broadband services to citizens in Leelanau Township and have identified an ideal location for a communication tower (hereinafter referred to as the “Project”) on privately-owned land in Leelanau Township; and

WHEREAS, the County has established a partnership with Cherryland Electric Cooperative for this Project; and

WHEREAS, upon completion of the Project, the County will assume full ownership of the communication tower; and

WHEREAS, the Township wishes to contribute to the completion of this project which will benefit its citizens, and has identified finances in its operating budget for this Project; and

WHEREAS, the parties may enter this Agreement pursuant to MCL 124.501, et seq.; and

WHEREAS, the parties desire to enter in to this Agreement to memorialize the parties’ understanding of their financial obligations with regard to the use and annual maintenance of the communication tower.

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

1. **Agreement Term.** This Agreement shall go into effect, and performance thereon shall commence, on the _____ day of _____ 2024 (“Commencement Date”) and shall continue for twenty (20) years from the date of final installation of the tower or until terminated by either party upon thirty (30) calendar days prior written notice before the expiration of the term. In the event construction of the tower is not commenced within two (2) years of the Commencement Date, this Agreement shall be automatically terminated unless extended by written agreement of the parties. Extensions will be subject to renegotiation between both parties. ~~This Agreement shall go into effect, and performance thereon shall commence, on the _____ day of _____ 2024 and shall continue for twenty (20) years or until terminated by either party upon thirty (30) calendar days prior written notice before the expiration of the term. Additional terms will be subject to renegotiation between both parties.~~

2. **Responsibilities of the County.** The County will be responsible for project management of the Project from RFP development, publication, and administration through to final acceptance, to include but not be limited to vetting RFP vendors and their proposals, achieving and maintaining licensing from the Federal Aviation Administration (FAA) and the Federal Communications Commission (FCC), achieving necessary permits and fulfilling required applications for successful completion of the Project, engineering and construction of a new access driveway to the Project site, negotiating and managing tower lessee contracts and a land agreement contract with the property owner, and serving as the fiduciary of the Project. The County will also be responsible for maintaining 24/7 access for tower lessees, according to their respective Tower Lease Agreements.

3. **Responsibility of the Township.** The Township will be responsible for paying to the County a capital investment of One Hundred Thousand and NO/100 Dollars (\$100,000.00) for the Project (“Project Funds”). The Project Funds shall be paid to the County in a single lump sum, which shall be due and payable to the County at its offices within seven (7) days of Township being invoiced by the County. The County shall not invoice the Township until such time as a building permit has been issued. ~~The Township will be responsible for paying to the County a capital investment of One Hundred Thousand and NO/100 Dollars (\$100,000.00) for the Project (“Project Funds”) due at the complete execution of this Agreement. The Project Funds shall be paid to the County in a single lump sum, which shall be do and payable to the County at its offices within seven (7) days of Township being invoiced by the County. The County shall not invoice the Township until such time as a building permit has been issued.~~

4. **Compensation.** There is an existing tower site at the Leelanau Township Fire Department. The tower is County-owned on Township property and the County and Township share revenue from collocation rent. In the event collocation is vacated from the exiting tower site and reestablished by the same vendor at the Project tower site within six (6) months of completion of the new tower, the County shall share with the Township one-third (1/3) of the Net Revenue (as defined below) which the County receives from said collocation agreement(s) as follows:

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- E. The County has no obligation to make any payments beyond the original twenty (20) year term as set forth in Section 1.

5. **Liability.**

- A. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Township in the performance of this Agreement shall be the responsibility of the Township, and not the responsibility of the County, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Township, anyone directly or indirectly employed by the Township, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Township or its employees by statutes or court decisions.

- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the Township if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Township in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the Township in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, the Township or their employees, respectively, as provided by statute or court decisions.
- D. Nothing herein will be construed as a waiver of any governmental immunity, as provided by statute or modified by court decisions, by either the County, its agencies, elected or appointed officers, and employees or the Township, and its agencies, elected or appointed officers and employees.

6. Nondiscrimination. The parties hereto, as required by law, shall not discriminate against a person to be served or an employee or applicant for 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, political affiliation or beliefs. Breach of this covenant shall be regarded as a material breach of this Agreement.

7. Compliance with the Law. The parties hereto mutually agree to comply with all applicable Federal, State and local laws, ordinances, rules and regulations in performing their obligations pursuant to the Agreement.

8. Venue. This Agreement is governed by Michigan Law. Any and all suits for any breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the State of Michigan pursuant to applicable statutes and court rules.

9. Warranty. NEITHER THE COUNTY, NOR ITS OFFICERS, AGENTS, CONTRACTORS, OR EMPLOYEES MAKE ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, FUNCTIONING, COMPLETENESS, OR USEFULNESS OF THE LEELANAU TOWNSHIP COMMUNICATION TOWER.

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

11. 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.

12. Assignment or Subcontracting. The Parties to the Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement, except for the County's existing contractual relationship with Cherryland Electric Cooperative for this Project.

13. 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.

14. 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.

15. Invalid Provisions. If any provision of this 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.

15.16. Merger. This Agreement supersedes and replaces any previous written or oral agreement between the parties, which shall be considered null and void.

16.17. Certification of Authority to Sign Agreement. The person 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.

[Signature page to follow]

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, Chairperson

Date

LEELANAU TOWNSHIP

Mike McMillan, Supervisor

Date

**APPROVED AS TO FORM FOR COUNTY OF LEELANAU:
COHL, STOKER & TOSKEY, P.C.
By: DONALD J. KULHANEK
On: [October 3, 2024](#)**