Ty Wessell, Chairman

NOTICE OF MEETING

The Leelanau County Board of Commissioners will be conducting a Budget Work Session on Tuesday, October 8 2024, at 9:30 a.m. in the Commissioner Meeting Room of the Leelanau County Government Center, Suttons Bay, Michigan

(Please silence all electronic/cellular devices)

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

AGENDA

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PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE

ROLL CALL

APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS

PUBLIC COMMENT (3 Minutes)

COMMISSIONER COMMENT

ACTION ITEMS: DISCUSSION & RECOMMENDATIONS

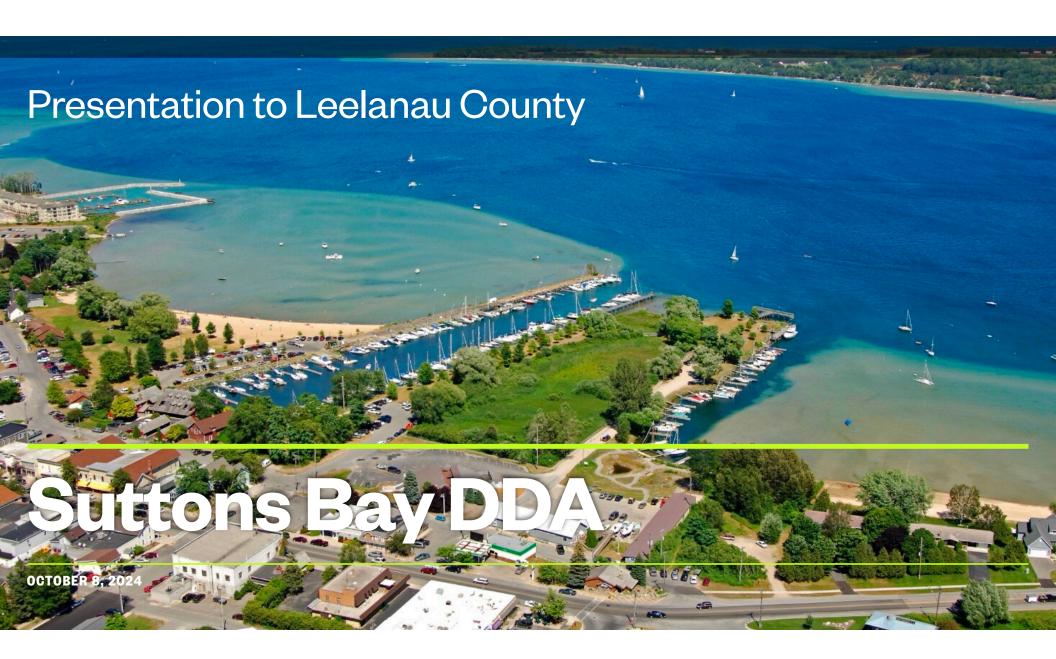
1.	Following up of Sept 24 & Oct 1, 2024 Sessions	
	a. Village of Suttons Bay DDA TIF five-year opt-in request	2-24
	b. Proposed Capital Projects for 2025	25-33
	c. IT Technican	34-37
	d. D&W Contract	38-52
	e. Senior Services Director Wage Scale	53

2. Discussion Items for October 15, 2024 Session

PUBLIC COMMENT (5 Minutes)

COMMISSIONER COMMENTS

ADJOURNMENT





Discussion

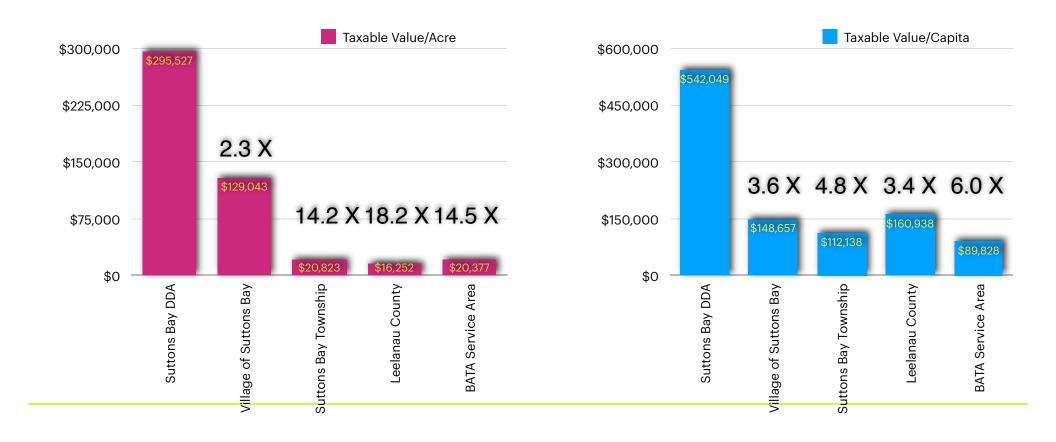
- Projects
- DDA's Fiscal Impact
- TIF Projections

Projects

<u>Project</u>
Marina/Park Year-Round Restrooms
Marina Pedestrian Bridge- 2022 Estimate
Pavilion in Marina Park
TOTAL

<u>Cost</u>	<u>Grant</u>	TIF Portion
\$812,032	\$406,016	\$406,016
\$345,600	-	\$345,600
\$100,000	-	<u>\$100,000</u>
\$1,257,632		\$851,616

DDA's Fiscal Impact



DDA TIF Projections

Preliminary

Exhibit 1 - Suttons Bay DDA TIF Projections

	Factor	2024	2025	2026	2027	2028	2029	25-29 TOTALS
Base Year Value		\$17,905,629	\$17,905,629	\$17,905,629	\$17,905,629	\$17,905,629	\$17,905,629	-
DDA Taxable Value (estimate)	3%	\$25,314,755	\$26,074,198	\$26,856,424	\$27,662,116	\$28,491,980	\$29,346,739	-
Captured Value		\$7,409,126	\$8,168,569	\$8,950,795	\$9,756,487	\$10,586,351	\$11,441,110	-
CURRENT CAPTURE	Millage							
Village of Suttons Bay	8.7647	\$64,939	\$71,595	\$78,451	\$85,513	\$92,786	\$100,278	\$428,623
Suttons Bay Bingham Fire and Rescue Authority	3.1973	\$23,689	\$26,117	\$28,618	\$31,194	\$33,848	\$36,581	\$156,359
TIF Revenue	11.9620	\$88,628	\$97,712	\$107,069	\$116,707	\$126,634	\$136,859	\$584,981
OPT IN								
Leelanau County Allocated	3.3083	-	\$27,024	\$29,612	\$32,277	\$35,023	\$37,851	\$161,787
Leelanau County Voted minus BATA (estimate)	1.0000	-	\$8,169	\$8,951	\$9,756	\$10,586	\$11,441	\$48,903
BATA	0.4726	-	\$3,860	\$4,230	\$4,611	\$5,003	\$5,407	\$23,112
Suttons Bay Township	0.5314	-	\$4,341	\$4,756	\$5,185	\$5,626	\$6,080	\$25,987
TOTAL OPT IN	5.3123	\$0	\$43,394	\$47,549	\$51,829	\$56,238	\$60,779	\$259,789
TOTAL POSSIBLE WITH OPT IN	17.2743	\$88,628	\$141,106	\$154,619	\$168,536	\$182,872	\$156,359	\$844,770

FOR DISCUSSION PURPOSES ONLY

DDA taxable value and therefore capture is estimated.
Millages shown are either for 2024 or estimates, and are subject to change.
Prepared 8/30/24

DDA TIF Year One Impact

Estimates

	Dollars	Total Budget	TIF Portion of their Budget
Leelanau County	\$27,024	\$16,539,326	0.16%
BATA	\$3,860	\$13,377,085	0.03%
Suttons Bay Township	\$4,341	\$511,876	0.85%

Based on 2024 budgets and projected 2025 TIF capture

The Request

- Time-limited to Five Years
- Opt in of all partners would provide needed funded for three projects

Alignment with Leelanau County

From the Leelanau General Plan

Economic Development Policies and Action Statements

The County, local governments, and economic development organizations should focus
economic initiative in or close to villages (where the people are) through the use of initiatives,
guidelines, and zoning regulations.

Summary

- Supports the highest return development pattern
- Supports a strong Village while discouraging sprawl
- Supports important quality of life projects
- Consistent with County Plan



August 30, 2024

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

Dear Mr. Lewis:

The Village of Suttons Bay created a Downtown Development Authority in 2018 (DDA) to stabilize conditions in downtown Suttons Bay, assist businesses locating or expanding here, and improve the quality of life. When the DDA was created, the Village adopted a plan that set up tax increment financing to fund these efforts, which Leelanau County chose to opt out of. We are asking the County to consider a limited opt-in to help pay for three projects.

The Suttons Bay DDA has collected tax increment financing from the Village and the Suttons Bay Bingham Fire and Rescue Authority. It has taken a few years to build funds to consider realistically funding some of the projects in the Plan. Opportunities for three projects have arisen that we need help with. They are:

Project	Cost	<u>Grant</u>	TIF Portion
Marina/Park Year-Round Restrooms	\$812,032	\$406,016	\$406,016
Marina Pedestrian Bridge- 2022 Estimate	\$345,600		\$345,600
Pavilion in Marina Park	<u>\$100,000</u>	165.	<u>\$100,000</u>
TOTAL	\$1,257,632		\$851,616

These infrastructure projects serve visitors and residents in Suttons Bay and Leelanau County. In keeping with the goals of the DDA's Development Plan and the Leelanau County Master Plan, they promote economic development and improve the quality of life.

The Village of Suttons Bay's Request

Our request is for Leelanau County to opt into Suttons Bay DDA tax increment financing capture for the years 2025 through 2029. This opt-in will have a negligible impact on the County budget, but will increase the DDA's revenue by over 28%. If other taxing authorities opt-in, the impact will be even larger. The table in *Exhibit A* estimates TIF with the proposed opt-in.

Only taxes on captured value in the Suttons Bay DDA District would be collected by the DDA. This is estimated at \$27,024 in 2024 and \$37,851 in 2029, the last capture year. The 2024 capture represents 0.16% of the 2024 county budget. During the proposed opt-in, the County would continue to capture taxes on the base value within the Suttons Bay DDA, which, based on this year's millage rate, is \$59,237.

The Village of Suttons Bay is the only community in Leelanau County with a DDA, and we are quickly becoming a year-round destination. We are now embarking on another phase of projects that will continue to grow interest in our community while also being a catalyst for tourism throughout Leelanau County. To continue our vision, we request Leelanau County's partnership over the next five years in our DDA TIF capture. Despite our confidence that Leelanau County will want to continue to partner with our community following the 5-years, you would no longer be under any obligation to continue the partnership upon its expiration. We are grateful for your consideration and look forward to this new partnership. Thank you for considering this request. If you have any questions or would like to discuss it further, do not hesitate to contact me.

Sincerely,

Rob Larrea, Village Manager Village of Suttons Bay

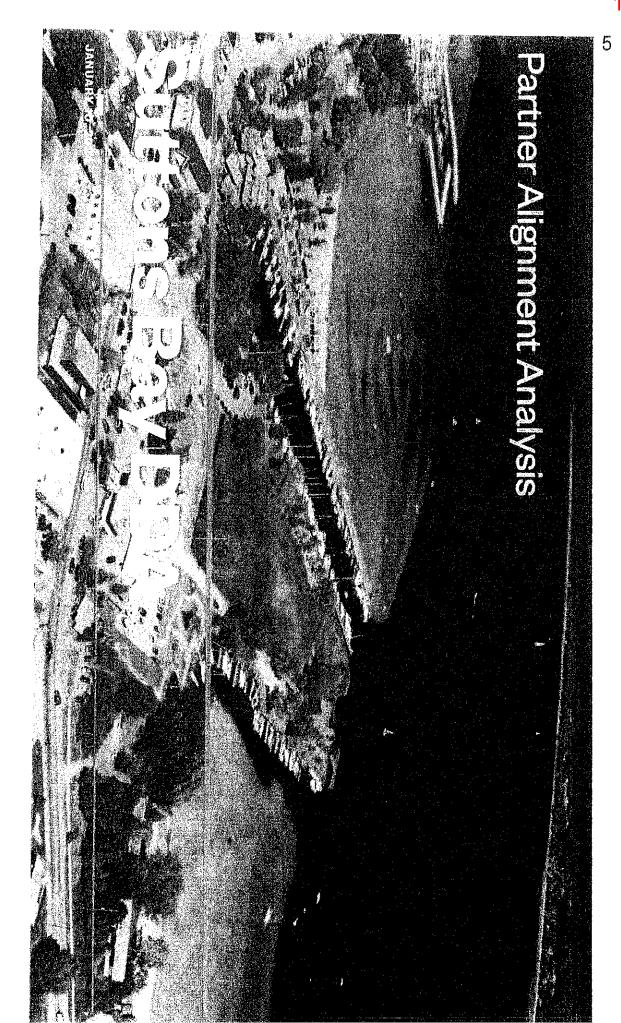
Exhibit 1 - Suttons Bay DDA TIF Projections

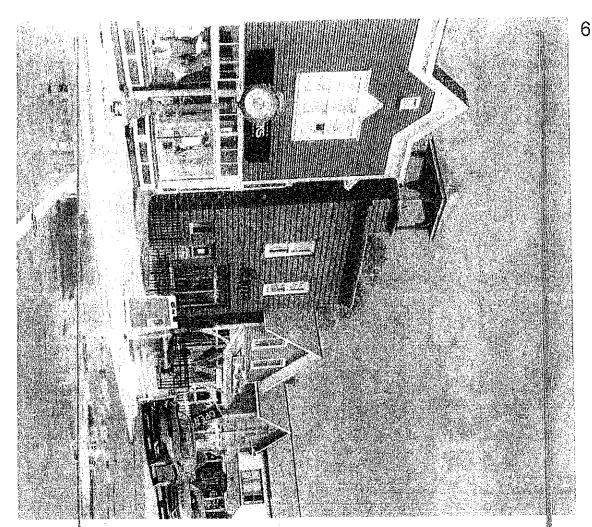
\$844,770	\$156,359	\$182,872	\$168,536	\$154,619	\$141,106	\$58,628	17,2743	TOTAL POSSIBLE WITH OPT IN
\$259,789	\$60,779	\$56,238	\$51,829	\$47,549	\$43,394	0\$	53153	TOTAL OPT IN
\$25,987	\$6,080	\$5,626	\$5,185	\$4,756	\$4,341	1	0.5314	Suttons Bay Township 05314
\$23,112	\$5,407	\$5,003	\$4,611	\$4,230	\$3,860	1	0.4726	BAIA 0.4726
\$48,903	\$11,441	\$10,586	\$9,756	\$8,951	\$8,169	ā	1,0000	Leelanau County Voted minus BATA (estimate) 10000
\$161,787	\$37,851	\$35,023	\$32,277	\$29,612	\$27,024		3.3083	Leelanau County Allocated 3.3083
								Wildo
\$584,981	\$136,859	\$126,634	\$116,707	\$107,069	\$97,712	829'88\$	11.9620	TIF Bevenue 11.9620
\$156,359	\$36,581	\$33,848	\$31,194	\$28,618	\$26,117	689'62\$	3 1973	Suttons Bay Bingham Fire and Resous Authority 3.1973
\$428,623	\$100,278	\$92,786	\$85,513	\$78,451	\$71,595	\$64,939	8.764.7	Village of Suffore Bay 8,7847
							Millage	CURRENT CAPTURE
J	\$11,441,110	\$10,586,351	\$9,756,487	\$8,950,795	\$8,168,569	\$7,409,126		Captured Value
1	\$29,346,739	\$28,491,980	\$27,662,116	\$26,856,424	\$26,074,198	\$25,314,755	368	DDA Taxable Value lestinate)
ı	\$17,905,629	\$17,905,629	\$17,905,629	\$17,905,629	\$17,905,629	\$17,905,629		Base Year Value
					Service Services		(F.C.O)	

FOR DISCUSSION PURPOSES ONLY

DIDA taxable value and therefore capture is estimated.

Millages shown are either for 2024 or estimates, and are subject to change.





Discussion

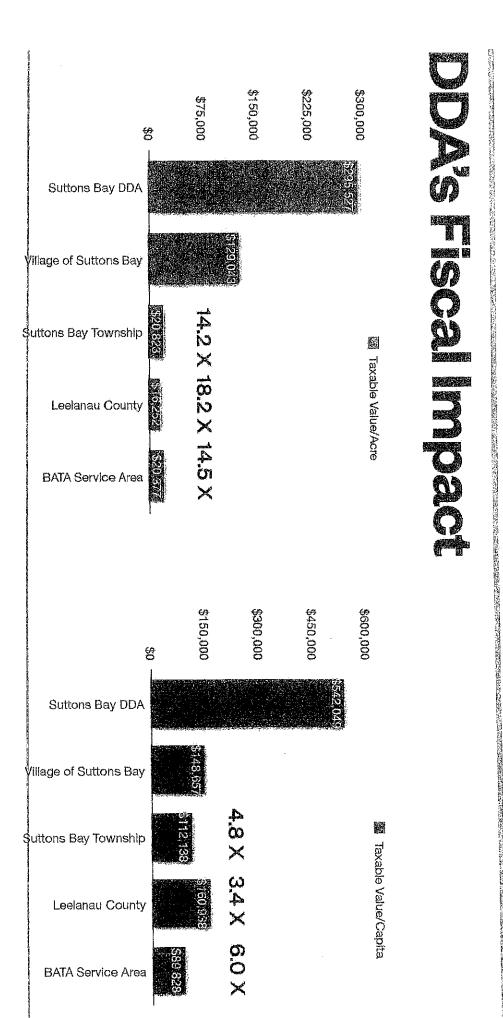
- Partners
- DDA's Fiscal Impact

Alignment of Goals

- Village of Suttons Bay
- Suttons Bay Bingham Fire Authority
- Suttons Bay Township

Leelanau County

Bay Area Transportation Authority



suttons bay / dewintown trysidenskii autionity

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- 1.1, iii: Explore innovative programs to develop workforce housing
- 5.2, i: Work with the Chamber of Commerce, proposed DDA or business development function to study the commercial needs and desires of residents and visitors
- 6.1, iv: Provide a sufficient number of quality public amenities, such as bike racks, restrooms, and picnic tables, in key locations, such as the marina and Visitor Center
- 6.1, vi: Investigate the creation of a Downtown Development Authority (DDA) and/or a business development function to attract and retain needed businesses
- 6.1 vii: Work with the Chamber of Commerce, proposed DDA, or other business development function to encourage a diversity of businesses

- 6.4 iii: Develop a pedestrian plan that connects walkways, parking lots, greenways, and developments
- 6.4 iv: Work with the Michigan Department of Transportation (MDOT) to promote pedestrian safety along M-22 in the Village
- 6.4 v: As pedestrian facilities are repaired and developed, increase universal access to sidewalks, parks, and other public and private services to all individuals
- 6.4 vii: Maintain and increase public amenities for non-motorized travelers, such as park benches and bike racks

Transportation Policies and Action Statements

- Page 7-8: Networks Northwest, BATA, and County and local governments should work together to investigate alternative transportation methods.
- Page 7-8: Leelanau County and the LCRC should join with citizens and local governments to for meeting the needs of mass-transit-dependent individuals in the County. support the operations of the Bay Area Transportation Authority as the primary mechanism

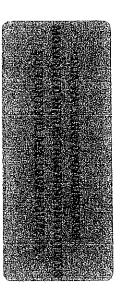
Economic Development Policies and Action Statements

guidelines, and zoning regulations. economic initiative in or close to villages (where the people are) through the use of initiatives, The County, local governments, and economic development organizations should focus

TOTED UNIT YOU YOU TOUSE YOU DO

5-Year Recommendations

Restore all Village Loop routes to regular 60-minute frequencies



Koy I akeaways

- authorities, The Suttons Bay DDA District already funds more than its fair share toward other taxing
- Denser, pedestrian-oriented development, such as is found in downtown Suttons Bay and is tax generation. supported by the DDA Development Plan, sustains other out-county land uses through higher
- Township, County, and BATA goals and action steps align with certain Suttons Bay DDA Development Plan initiatives

develop at conclusion of Master Plan Update

General Fund Capita	l Projects		
2024			
Leland Dam Walkway	124,800		
Govt Center North Façade	38,000)	
Chairs	43,400)-	
LEC Access Platforms	11,375	i	
Electrical Panels		RFP out	
Total	217,575	Funded from contingency	
2025			
Body Cameras	71,430		
Dispactch Console & Flooring	130,000	received proceed	
Carpet - 911 & EM hallway &	office 15,800		
Govt Center Cooling Tower	410,000	Engineer RFP for all three	
Air Handler	410,000	projects. Prepare bid package as	
LEC Humidification Replacem	nent 20,000	three projects	
Veronica Valley Mower	38,500)	
Parks	55,000	\$110,000 in Capital Projects	Fund. Acutal priorities

740,730

Total



Mikeal Blake

1901 Summit Tower Blvd. Maitland FL 32810 Phone: 407-475-4510 mikeal.blake@staples.com

QUOTATION

Quote #: 11509754

SOLD TO:

Leelanau County

SHIP TO:

Lauren Cypher Leelanau County 8527 E Government Center Dr.

Suttons Bay MI 49682

Project: Gov Center

BI / QUOTE # DATE 11509754 9/30/2024			CUSTON	MER PO NO	CUSTOMER NO Lauren Cypher	SALESP I Mikeal			
Line #	Qty		Part Numb	<u>er</u>	Part Description	1		Sell \$	Ext Sell \$
1	85		Staples # 2	729640	Raynor Eurotech	Seating Apollo Mesh	Desk Chair	\$300.00	\$25,500.00
				<u>Tag For:</u>					
2	6	HON	H2091		Pillowsoft 2090 Ex	kec High-Back Swivel	Tilt Arms	\$463.87	\$2,783.22
				Tag For:					
					.H	Hard (Standard)		lect Caster Option	
					\$(1) .ENSB	Grade 1 Uph Ensemble		lect Upholstery d 1 Uph	
					39	Ash		semble Fabric	
					т	Black		ame Color Selection	
3	1		Lead Time		Estimated Lead Ti	ime (16-17 Weeks)		\$0.00	\$0.00
				<u>Tag For:</u>					
4	1		Delivery		Delivery w/Installa	ation		\$3,047.06	\$3,047.06
				Tag For:					
							Tag Sı	ıbtotal :	\$31,330.28
							Grand Tota	al Sell : \$	31,330.28
					Spec	cial Instructions -			
R							nd is non-returnable. urer warranties in pla		
Т	his o	quote	is valid for	30 days u	nless otherwise	noted. Applicable	Sales Tax will be add	ed at time of invo	icing.
					Addit	ional Instructions	;		

Prepared By: Mikeal Blake Page 1 of 4

BI / QUOTE	# DATE	CUSTOMER PO NO	CUSTOMER NO	SALE	SPERSON
11509754	9/30/2024		Lauren Cypher	Mik	eal Blake
Line # Qty	Part Number	Part Description		Sell \$	Ext Sell \$
By signing		mer authorizes the procurement t to the Staples Furnitue Solution			ed herein.
ACCEPTED BY		TITLE	DATE	PO NUMBI	ER
			Grand Total	Sell :	\$31,330.28

Prepared By: Mikeal Blake Page 2 of 4

BI / QUOTE	# DATE	CUSTOMER PO NO	CUSTOMER PO NO CUSTOMER NO		ERSON
11509754	9/30/2024		Lauren Cypher	Mikeal	Blake
Line # Qty	Part Number	Part Description		Sell \$	Ext Sell \$

FURNITURE TERMS AND CONDITIONS

These Terms and Conditions ("T&Cs") apply to all furniture products and services sold by Staples Contract & Commercial LLC ("Staples"). Throughout these T&Cs, your organization will be referred to as "Buyer" or as a "Party". These T&Cs, together with the quote with which these T&Cs are provided/incorporated, form a binding agreement between Staples and Buyer.

- 1) PRICES OF PRODUCTS AND SERVICES. Buyer may purchase and Staples shall provide the furniture products ("Products") and related services ("Services") at the prices set forth in Staples' written quote. All written quotes for the Products shall be governed by the terms and conditions of these T&Cs and any Exhibit if attached hereto. The purchase price of the Products does not include freight, handling, installation, insurance, sales or other taxes. Staples' prices are subject to change pursuant to the provisions contained herein and as quoted by Staples to Buyer for each project quoted. Freight, handling and installation charges are invoiced separately. Staples reserves the right to reasonably adjust a Product's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on Products. Staples will work with Buyer to identify alternative Products to mitigate customs impact where possible.
- 2) TERM. Either party shall have the right to terminate the provision of Products and Services pursuant to these T&Cs, for any reason, upon thirty (30) calendar days' prior written notice to the other party. All Products and Services quoted as of the effective date of termination shall be invoiced to Buyer upon termination. In the event of a termination by either party or upon cancellation or expiration of the Agreement, Buyer agrees to promptly pay all amounts owed to Staples. Following termination, Staples reserves the right to withhold shipment of Products until all past due invoices owed to Staples by Buyer are paid.
- 3) **DESIGN**. Designs, plans, drawings, specifications, and samples (and the contents thereof) provided in connection with the Products are the property of Staples, and may not be used, reproduced or distributed in whole or in part without Staples' written consent.
- **4) SHIPPING.** Staples shall not be responsible for delays or defaults caused by others or by circumstances beyond its control. Unless Buyer has specified shipping instructions in writing herein or by a subsequent written notice, shipment and delivery will be made by the designated carrier and in the manner deemed best by Staples, including partial shipments.
- 5) RISK OF LOSS AND DAMAGE. Title and risk of loss or damage to the Product shall pass to Buyer when it is delivered to Buyer or Buyer's agent, whichever first occurs. Staples shall not be liable for any shipping damage, delay, default, loss or expense occurring during or attributable to transportation by any third party carrier.
- 6) DELIVERY AND INSTALLATION. If delivery and installation are part of this sale, the following provisions shall apply:
- A. Installation Site Condition Buyer will ensure the site is clean and free of debris prior to installation. If Staples must remove or assist in removing existing furniture or equipment at the job site, Buyer shall pay Staples for this Service, as separately invoiced.
- **B.** Installation Site Services Electricity, heat, and elevator service will be furnished at Buyer's expense. Buyer shall provide adequate facilities for docking, moving and handling of Products.
- C. Special Packaging or Handling If special packaging or handling not contained in these T&Cs is required, Buyer shall pay an extra charge as invoiced separately.
- **D. Delivery/Installation** Delivery and installation will be during normal business hours (8:00 AM to 5:00 PM local time Monday through Friday, except for Staples designated holidays). Buyer shall pay additional labor costs resulting from overtime work performed at Buyer's request. Staples shall designate the personnel to install the Products sold herein. Buyer shall be responsible for obtaining proper permits for the installation. If regulations in force at the time of installation require the use of tradesmen at the site other than Staples designated personnel, Buyer shall pay for any additional costs incurred. If the Products must be moved due to progress of other trades, or other reason, the Buyer agrees to pay the extra cost of moving.
- E. Storage Space Unless the Products arrive at the site earlier than the date requested, the Buyer shall provide safe and adequate storage space at the Buyer's expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Buyer shall pay the associated cost or expense.
- 7) INSTALLATION DELAYS. If construction delays or other causes not within Buyer's or Staples' control force postponement of an installation as scheduled, Staples or the Buyer shall store the Products until installation can be resumed, and the Products shall be considered accepted by the Buyer for purposes of invoicing and payment. Buyer shall pay all transfer and storage charges incurred.
- 8) COMPLETION OF INSTALLATION. Within a reasonable time after installation, authorized representatives of Staples and Buyer shall inspect the Product for conformity with the order and for defects and/or damages, and shall note all such mutually agreed upon items on an installation "Service Report". Upon completion of the inspection, the representatives of Staples and Buyer shall sign the Service Report, which shall constitute acceptance of Products installed, except as noted in the Service Report.
- 9) CHANGE ORDER/CANCELLATION. Any order changes must be submitted in writing. Staples will use commercially reasonable efforts to accommodate Buyer's written change order request. All changes/cancellation requests shall be evaluated at the time of request by Staples and are subject to revised lead times and/or additional charges as applicable.
- 10) RETURNS POLICY. Custom or made to order Products, or Products sourced specifically for Buyer are not eligible for return. Upon approval by Staples, stocked inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. Returned Product must be in new and unused condition and returned in its original carton within 14 days of receipt.
- 11) PAYMENT. Buyer may be required to pay a deposit of 50% of the total purchase price of the Product ordered. Payment terms are net 30 days from the date of shipment and net 10 days on a consolidated billing method (e.g. weekly, monthly). For partial shipments, payment shall be due only for Products received. The remaining balance for any partial shipment shall be due within terms following installation of the Product. Staples may invoice

Prepared By: Mikeal Blake Page 3 of 4

BI / QUOT	E# DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
11509754	9/30/202	24	Lauren Cypher	Mikeal Blake
Line # Qty	Part Number	Part Description		Sell \$ Ext Sell \$

Buyer at any time following shipment of the Product. Buyer shall pay the net amount shown on the face of the invoice. Credit cards shall not be accepted unless otherwise agreed by Staples. Staples reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less. Staples shall be entitled to recover its costs of collection, including reasonable attorneys' fees.

- 12) TAXES. Staples may collect, and Buyer shall pay, any taxes, which Staples may be required to pay or collect by law in connection with this sale. Any such taxes will be added to the price at time of invoicing and the Buyer shall pay the same unless the Buyer shall furnish written proof thereof of exemption to Staples prior to the estimated shipping date. The appropriate tax rate will be based on where the Product is received.
- 13) LIMITED WARRANTY. Staples will pass through all manufacturers' warranties for the Products sold to Buyer in lieu of any other express or implied warranties by Staples. STAPLES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.
- **14) LIMITATION OF LIABILITY**. Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. In no event shall Staples' liability (whether in contract, tort or otherwise) for damages arising out of the sale, delivery, installation, use or performance of the Product exceed the purchase price of the Product from which the claim arises.
- 15) CONFIDENTIALITY. The parties will not disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures. If this section is breached, the parties agree that monetary damages may not be sufficient to remedy such breach and that the non-breaching party may suffer irreparable damages, and therefore, the parties agree that the non-breaching party will be entitled to equitable and injunctive relief.
- **16**) **Press Releases and Advertisements.** Unless expressly required by applicable law, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to these T&Cs.
- 17) SECURITY INTEREST. Staples reserves and Buyer grants to Staples a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Upon Staples request, Buyer shall execute financing statements and other documents reasonably requested by Staples to protect Staples' security interest. Buyer shall maintain the Product in good condition; keep the Product free from liens and encumbrances; and shall not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and shall permit inspection by Staples' representative at reasonable times. Buyer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Staples as its interest may appear.
- 18) INDEMNIFICATION. Each party ("Indemnifying Party") shall defend, hold harmless and indemnify the other, its officers, directors, employees, and agents ("Indemnified Party") from and against all third-party claims, damages, or causes of action arising out of or related to the Indemnifying Party's grossly negligent acts or omissions or material breach of any representation, warranty, covenant or obligation under these T&Cs. The Indemnified Party will (a) notify the Indemnifying Party promptly in writing of such action, (b) give the Indemnifying Party sole control of the defense and settlement of such action and (c) provide the Indemnifying Party all reasonable information and assistance requested.
- **19) FORCE MAJEURE.** Neither party shall be liable for delays or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of governments, or any other circumstances or causes beyond the control of either party in the conduct of its business.
- 20) ASSIGNMENT. Neither party may assign the benefits of these T&Cs without the prior written consent of the other, provided however that Staples may assign these T&Cs to any affiliate, subsidiary or controlled entity. Any party who is assigned these T&Cs is bound to all of the terms and conditions contained herein.
- 21) INSURANCE. Staples shall at its expense maintain: (i) commercial general liability insurance with limits of at least \$1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Staples to any Buyer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence; (iii) employer's liability insurance, the limits of which shall not be less than \$1,000,000; (iv) workers' compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of \$4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Staples shall (a) name Buyer as an additional insured for loss or damage arising out of Staples' products or services under these T&Cs; (b) name Buyer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Staples at any Buyer facility; (c) waive insurer's subrogation rights against Buyer and Buyer's landlord or property manager, except to the extent loss or damage is caused solely by Buyer or Buyer landlord or property manager; (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under these T&Cs; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Buyer and Buyer's landlord or property manager shall receive prior written notice of cancellation in accordance with the policy provisions.
- 22) Governing Law. The provisions of these T&Cs shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.
- 23) TERMS AND CONDITIONS OF AGREEMENT. These terms and conditions, in addition to any quote, contain the entire agreement between the parties with respect to the subject matter hereof. All modifications must be in writing, signed by authorized agents of both parties. These T&Cs shall control over any terms and conditions presented in either party's order forms or other documents which conflict with these T&Cs. If there are any additional terms and conditions contained in Buyer's ordering documents that add to or conflict with these terms and conditions, except for product description, pricing, quantity, and delivery instructions, such terms and conditions are expressly objected to and shall not be binding on Staples.

Prepared By: Mikeal Blake Page 4 of 4



Mikeal Blake

1901 Summit Tower Blvd. Maitland FL 32810 Phone: 407-475-4510 mikeal.blake@staples.com

QUOTATION

Quote #: 11509754

SOLD TO:

Leelanau County

SHIP TO:

Lauren Cypher Leelanau County 8525 E Government Center Dr.

Suttons Bay MI 49682

Project: Sherriff

В	11509754	# DATE 9/30/2024	CUSTOMER PO NO	CUSTOMER NO Lauren Cypher	SALESPE Mikeal E	
Line #	<u>Qty</u>	Part Number	Part Description		Sell \$	Ext Sell \$
1	34 HON	H2091	Pillowsoft 2090 Exec High-Back Swiv	el Tilt Arms	\$463.87	\$15,771.58
		<u>Tag For:</u>				
			.H Hard (Standard) \$(1) Grade 1 Uph .ENSB Ensemble 39 Ash .T Black	Select Caster (Select Upholst Grd 1 Uph Ensemble Fab Frame Color S	ery ric	
2	4	Staples # 122800	Eurotech 24/7 Fabric Task Chair, Dov		\$350.00	\$1,400.00
		<u>Tag For:</u>				
3	1	Lead time	Estimated Lead Time (16-17 Weeks)		\$0.00	\$0.00
		<u>Tag For:</u>				
4	1	Delivery	Delivery w/Installation		\$0.00	\$0.00
		<u>Tag For:</u>	Delivery charge reflected with Sheriff Quote.			
			Doniery charge rolloced with original decic.	Tag Subtotal	: :	\$17,171.58
				Grand Total Sell	: \$1	7,171.58
			Special Instructions			
R			rced specifically for the customer placed in keeping with the manufac			
7	his quote	is valid for 30 days	unless otherwise noted. Applicable	e Sales Tax will be added at tim	ne of invoi	cing.
	Additional Instructions					

BI / QUOTE 11509754	DATE 9/30/2024	CUSTOMER PO NO	CUSTOMER NO Lauren Cypher	SALESPERSON Mikeal Blake				
Line # Qty	Part Number	Part Description		Sell \$	Ext Sell \$			
By signing this quote, the customer authorizes the procurement of the products and services contained herein. This sale is subject to the Staples Furnitue Solutions Terms and Conditions attached.								
ACCEPTED BY		TITLE	DATE	PO NUMBER				
			Grand Total S	Grand Total Sell : \$17,1				

Prepared By: Mikeal Blake Page 2 of 4

BI / QUOT	E# DATE	CUSTOMER PO NO	CUSTOMER NO	SALESP	ERSON
1150975	9/30/202	24	Lauren Cypher	Mikeal	Blake
Line # Qty	Part Number	Part Description		Sell \$	Ext Sell \$

FURNITURE TERMS AND CONDITIONS

These Terms and Conditions ("T&Cs") apply to all furniture products and services sold by Staples Contract & Commercial LLC ("Staples"). Throughout these T&Cs, your organization will be referred to as "Buyer" or as a "Party". These T&Cs, together with the quote with which these T&Cs are provided/incorporated, form a binding agreement between Staples and Buyer.

- 1) PRICES OF PRODUCTS AND SERVICES. Buyer may purchase and Staples shall provide the furniture products ("Products") and related services ("Services") at the prices set forth in Staples' written quote. All written quotes for the Products shall be governed by the terms and conditions of these T&Cs and any Exhibit if attached hereto. The purchase price of the Products does not include freight, handling, installation, insurance, sales or other taxes. Staples' prices are subject to change pursuant to the provisions contained herein and as quoted by Staples to Buyer for each project quoted. Freight, handling and installation charges are invoiced separately. Staples reserves the right to reasonably adjust a Product's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on Products. Staples will work with Buyer to identify alternative Products to mitigate customs impact where possible.
- 2) TERM. Either party shall have the right to terminate the provision of Products and Services pursuant to these T&Cs, for any reason, upon thirty (30) calendar days' prior written notice to the other party. All Products and Services quoted as of the effective date of termination shall be invoiced to Buyer upon termination. In the event of a termination by either party or upon cancellation or expiration of the Agreement, Buyer agrees to promptly pay all amounts owed to Staples. Following termination, Staples reserves the right to withhold shipment of Products until all past due invoices owed to Staples by Buyer are paid.
- 3) **DESIGN**. Designs, plans, drawings, specifications, and samples (and the contents thereof) provided in connection with the Products are the property of Staples, and may not be used, reproduced or distributed in whole or in part without Staples' written consent.
- **4) SHIPPING.** Staples shall not be responsible for delays or defaults caused by others or by circumstances beyond its control. Unless Buyer has specified shipping instructions in writing herein or by a subsequent written notice, shipment and delivery will be made by the designated carrier and in the manner deemed best by Staples, including partial shipments.
- 5) RISK OF LOSS AND DAMAGE. Title and risk of loss or damage to the Product shall pass to Buyer when it is delivered to Buyer or Buyer's agent, whichever first occurs. Staples shall not be liable for any shipping damage, delay, default, loss or expense occurring during or attributable to transportation by any third party carrier.
- 6) DELIVERY AND INSTALLATION. If delivery and installation are part of this sale, the following provisions shall apply:
- A. Installation Site Condition Buyer will ensure the site is clean and free of debris prior to installation. If Staples must remove or assist in removing existing furniture or equipment at the job site, Buyer shall pay Staples for this Service, as separately invoiced.
- **B.** Installation Site Services Electricity, heat, and elevator service will be furnished at Buyer's expense. Buyer shall provide adequate facilities for docking, moving and handling of Products.
- C. Special Packaging or Handling If special packaging or handling not contained in these T&Cs is required, Buyer shall pay an extra charge as invoiced separately.
- **D. Delivery/Installation** Delivery and installation will be during normal business hours (8:00 AM to 5:00 PM local time Monday through Friday, except for Staples designated holidays). Buyer shall pay additional labor costs resulting from overtime work performed at Buyer's request. Staples shall designate the personnel to install the Products sold herein. Buyer shall be responsible for obtaining proper permits for the installation. If regulations in force at the time of installation require the use of tradesmen at the site other than Staples designated personnel, Buyer shall pay for any additional costs incurred. If the Products must be moved due to progress of other trades, or other reason, the Buyer agrees to pay the extra cost of moving.
- E. Storage Space Unless the Products arrive at the site earlier than the date requested, the Buyer shall provide safe and adequate storage space at the Buyer's expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Buyer shall pay the associated cost or expense.
- 7) INSTALLATION DELAYS. If construction delays or other causes not within Buyer's or Staples' control force postponement of an installation as scheduled, Staples or the Buyer shall store the Products until installation can be resumed, and the Products shall be considered accepted by the Buyer for purposes of invoicing and payment. Buyer shall pay all transfer and storage charges incurred.
- 8) COMPLETION OF INSTALLATION. Within a reasonable time after installation, authorized representatives of Staples and Buyer shall inspect the Product for conformity with the order and for defects and/or damages, and shall note all such mutually agreed upon items on an installation "Service Report". Upon completion of the inspection, the representatives of Staples and Buyer shall sign the Service Report, which shall constitute acceptance of Products installed, except as noted in the Service Report.
- 9) CHANGE ORDER/CANCELLATION. Any order changes must be submitted in writing. Staples will use commercially reasonable efforts to accommodate Buyer's written change order request. All changes/cancellation requests shall be evaluated at the time of request by Staples and are subject to revised lead times and/or additional charges as applicable.
- 10) RETURNS POLICY. Custom or made to order Products, or Products sourced specifically for Buyer are not eligible for return. Upon approval by Staples, stocked inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. Returned Product must be in new and unused condition and returned in its original carton within 14 days of receipt.
- 11) PAYMENT. Buyer may be required to pay a deposit of 50% of the total purchase price of the Product ordered. Payment terms are net 30 days from the date of shipment and net 10 days on a consolidated billing method (e.g. weekly, monthly). For partial shipments, payment shall be due only for Products received. The remaining balance for any partial shipment shall be due within terms following installation of the Product. Staples may invoice

Prepared By: Mikeal Blake Page 3 of 4

BI / QUOT	E# DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON	
1150975	9/30/20	24	Lauren Cypher	Mikeal Blake	
Line # Qty	Part Number	Part Description		Sell \$ Ext Sell	\$

Buyer at any time following shipment of the Product. Buyer shall pay the net amount shown on the face of the invoice. Credit cards shall not be accepted unless otherwise agreed by Staples. Staples reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less. Staples shall be entitled to recover its costs of collection, including reasonable attorneys' fees.

- 12) TAXES. Staples may collect, and Buyer shall pay, any taxes, which Staples may be required to pay or collect by law in connection with this sale. Any such taxes will be added to the price at time of invoicing and the Buyer shall pay the same unless the Buyer shall furnish written proof thereof of exemption to Staples prior to the estimated shipping date. The appropriate tax rate will be based on where the Product is received.
- 13) LIMITED WARRANTY. Staples will pass through all manufacturers' warranties for the Products sold to Buyer in lieu of any other express or implied warranties by Staples. STAPLES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.
- **14) LIMITATION OF LIABILITY**. Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. In no event shall Staples' liability (whether in contract, tort or otherwise) for damages arising out of the sale, delivery, installation, use or performance of the Product exceed the purchase price of the Product from which the claim arises.
- 15) CONFIDENTIALITY. The parties will not disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures. If this section is breached, the parties agree that monetary damages may not be sufficient to remedy such breach and that the non-breaching party may suffer irreparable damages, and therefore, the parties agree that the non-breaching party will be entitled to equitable and injunctive relief.
- **16**) **Press Releases and Advertisements.** Unless expressly required by applicable law, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to these T&Cs.
- 17) SECURITY INTEREST. Staples reserves and Buyer grants to Staples a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Upon Staples request, Buyer shall execute financing statements and other documents reasonably requested by Staples to protect Staples' security interest. Buyer shall maintain the Product in good condition; keep the Product free from liens and encumbrances; and shall not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and shall permit inspection by Staples' representative at reasonable times. Buyer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Staples as its interest may appear.
- 18) INDEMNIFICATION. Each party ("Indemnifying Party") shall defend, hold harmless and indemnify the other, its officers, directors, employees, and agents ("Indemnified Party") from and against all third-party claims, damages, or causes of action arising out of or related to the Indemnifying Party's grossly negligent acts or omissions or material breach of any representation, warranty, covenant or obligation under these T&Cs. The Indemnified Party will (a) notify the Indemnifying Party promptly in writing of such action, (b) give the Indemnifying Party sole control of the defense and settlement of such action and (c) provide the Indemnifying Party all reasonable information and assistance requested.
- **19) FORCE MAJEURE.** Neither party shall be liable for delays or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of governments, or any other circumstances or causes beyond the control of either party in the conduct of its business.
- 20) ASSIGNMENT. Neither party may assign the benefits of these T&Cs without the prior written consent of the other, provided however that Staples may assign these T&Cs to any affiliate, subsidiary or controlled entity. Any party who is assigned these T&Cs is bound to all of the terms and conditions contained herein.
- 21) INSURANCE. Staples shall at its expense maintain: (i) commercial general liability insurance with limits of at least \$1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Staples to any Buyer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence; (iii) employer's liability insurance, the limits of which shall not be less than \$1,000,000; (iv) workers' compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of \$4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Staples shall (a) name Buyer as an additional insured for loss or damage arising out of Staples' products or services under these T&Cs; (b) name Buyer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Staples at any Buyer facility; (c) waive insurer's subrogation rights against Buyer and Buyer's landlord or property manager, except to the extent loss or damage is caused solely by Buyer or Buyer landlord or property manager; (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under these T&Cs; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Buyer and Buyer's landlord or property manager shall receive prior written notice of cancellation in accordance with the policy provisions.
- 22) Governing Law. The provisions of these T&Cs shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.
- 23) TERMS AND CONDITIONS OF AGREEMENT. These terms and conditions, in addition to any quote, contain the entire agreement between the parties with respect to the subject matter hereof. All modifications must be in writing, signed by authorized agents of both parties. These T&Cs shall control over any terms and conditions presented in either party's order forms or other documents which conflict with these T&Cs. If there are any additional terms and conditions contained in Buyer's ordering documents that add to or conflict with these terms and conditions, except for product description, pricing, quantity, and delivery instructions, such terms and conditions are expressly objected to and shall not be binding on Staples.

Prepared By: Mikeal Blake Page 4 of 4

From: To: Greg Harrand | Safety Net Liana Wilson; Richard Lewis

Subject:

Re: Request

Date:

Thursday, October 3, 2024 9:16:40 AM

Attachments:

image001.png

Liana,

After reviewing your request, we can offer you 2 days per month of onsite support at a cost of \$1,600 per month. The technician assigned would be able to assist you with the type of tasks that you mentioned in your email.

Let me know if you have any additional questions.

Thank you

Greg

From: Liana Wilson < lwilson@leelanau.gov> Sent: Tuesday, October 1, 2024 4:40 PM

To: Greg Harrand | Safety Net <gharrand@safetynet-inc.com>; Richard Lewis

<rlewis@leelanau.gov>
Subject: RE: Request

Greg,

I would like to see a proposal for two days per week. The technician would need to assist me with the user requests that flood my day. Software/hardware troubleshooting, software installs, and pc installs. Any troubleshooting the users need, including in the courtrooms.

Assisting any users of the meeting rooms and use of the projector/tv and sound equipment as needed. Asset tagging and inventory. Equipment ordering. New user account creation.

That's just off the top of my head. There would certainly be other things that come up. This person would need to be willing to help out in any way needed.

I hope that helps.

Liana Wilson Information Technology Director Leelanau County 231-256-8105 From: Greg Harrand | Safety Net <gharrand@safetynet-inc.com>

Sent: Tuesday, October 1, 2024 3:59 PM

To: Liana Wilson <| wilson@leelanau.gov>; Richard Lewis <rlewis@leelanau.gov>

Subject: Re: Request

Liana,

I have a couple of questions to better understand your needs. Firstly, do you have a preference for the number of days of onsite support per week or month? Secondly, could you provide examples of tasks you want the technician to perform onsite? This will help us estimate the costs and provide a more accurate proposal.

Thank you Greg

Greg Harrand | Safety Net Senior Account Executive | Safety Net

Office: 231.944.1100 | gharrand@safetynet-inc.com | Direct: 231.346.4133

Happy with your experience? Leave a review!

https://www.reviewsafetynetinc.com

From: Liana Wilson < lwilson@leelanau.gov Sent: Tuesday, October 1, 2024 11:25 AM

To: Greg Harrand | Safety Net <<u>gharrand@safetynet-inc.com</u>>; Richard Lewis

<rlewis@leelanau.gov>
Subject: RE: Request

Greg,

Do you have any information on this request that we can give to the Board? The budget meeting is next week.

Thank you,

Liana Wilson Information Technology Director Leelanau County 231-256-8105

From: Greg Harrand | Safety Net < gharrand@safetynet-inc.com>

Sent: Thursday, September 26, 2024 11:56 AM

To: Liana Wilson \text{gov}\rangle: Richard Lewis \text{rlewis@leelanau.gov}\rangle>

Subject: Re: Request

Liana,

Thank you for considering Safety Net for your IT support needs. I will check with our team to see what options we can offer for onsite tech support and the associated costs. We can certainly explore options such as having a technician onsite for 1 day a week, a month, 2 days, etc. I will get back to you with more information as soon as possible.

Greg

Greg Harrand | Safety Net

Senior Account Executive | Safety Net

Office: 231.944.1100 | gharrand@safetynet-inc.com | Direct: 231.346.4133



Submit a Referral & Enter to Win! https://www.safetynet-inc.com/referral-challenge

From: Liana Wilson wilson@leelanau.gov>
Sent: Thursday, September 26, 2024 10:22 AM

To: Greg Harrand | Safety Net < gharrand@safetynet-inc.com>; Richard Lewis

<<u>rlewis@leelanau.gov</u>>

Subject: Request

Greg,

As part of my 2025 budget request, I asked for a IT Technician to be added to my staff. Needless to say that did not go over very well with the Board. They have asked if Safety Net can provide an onsite technician to assist me.

My question is what can Safety Net offer Leelanau County for onsite tech support and what are the associated costs? We would be open to options such as in 1 day a week, a month, 2 days, etc. If you have other suggestions, we are open that that as well.

Please call me if you have any questions. Thank you,

Liana Wilson Information Technology Director Leelanau County 231-256-8105

AGREEMENT

THIS AGREEMENT is made and entered into by and between the COUNTY OF LEELANAU, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and D&W MECHANICAL whose business address is 1266 Industry Drive, Suite A-Traverse City, Michigan 49686 (hereinafter referred to as the "Contractor").

RECITALS:

WHEREAS, the County has requested proposals from experienced and qualified contractors for the purpose of inspecting and adjusting equipment to maintain the operating efficiency and reliability of the County's HVAC system located at 8527 E. Government Center Dr., Suttons Bay, Michigan 49682 and 8525 E. Government Center Dr., Suttons Bay, Michigan 49682 (collectively, hereinafter referred to as the "Work Sites"); 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. 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 services including all items on the final punch list and Work Site clean-up shall be completed by no later than the 31st day of December 2025 (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 III of this Agreement.

H. SERVICES TO BE PERFORMED BY THE CONTRACTOR. The Contractor shall make employee Gary O' Connor's services available to the County for an average of twenty-four (24) hours per week to inspect and maintain the County's HVAC system to ensure efficient and reliable operations at the Work Site consistent with the Contractor's August 31, 2022 Proposal, pages 1-2, (hereinafter referred to as the "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 made a part thereof. In the event of a conflict between the contract documents, said conflict shall be resolved by giving precedence to the controlling documents in the following order: 1) this Agreement and 2) Attachment A.

The primary interface between the Contractor and the County shall be through the Leelanau County Administrator's Office and/or Leelanau County Building and Grounds Department. The Leelanau County Administrator's Office and/or Leelanau County Building and Grounds Department shall be responsible for the coordination of the Contractor's work. The Contractor, prior to commencing work, shall schedule all work at the Work Site with Leelanau County Building and Grounds Department Maintenance Director Gerald Culman II (hereinafter referred to as "Maintenance Director Culman").

All labor, tools, equipment, machinery, and vehicles required for the services shall be supplied by the Contractor. The Contractor guarantees its performance of the services required under this Agreement and shall submit to the personal inspection of such services by Maintenance Director Culman or by such other representative or agent as may be designated by the County.

III. <u>COMPENSATION</u>. It is expressly understood and agreed that the total compensation to be paid to the Contractor shall not exceed the sum of \$404,352.00.

The compensation authorized above shall be billed and paid as follows:

- A. \$129,792.00 in monthly installments of \$10,816.00 for services performed during the period covering January 1, 2023 through December 31, 2023 based on twenty-four (24) hours of work per week. The Contractor shall bill for services at a rate of \$104.00 per hour during normal business hours and at a rate of \$156.00 per hour for overtime.
- B. \$134,784.00 in monthly installments of \$11,232.00 for services performed during the period covering January 1, 2024 through December 31, 2024 based on twenty-four (24) hours of work per week. The Contractor shall bill for services at a rate of \$108.00 per hour during normal business hours and at a rate of \$162.00 per hour for overtime.
- C. \$139,776.00 in monthly installments of \$11,648.00 for services performed during the period covering January 1, 2025 through December 31, 2025 based on twenty-four (24) hours of work per week. The Contractor shall bill for services at a rate of \$112.00 per hour during normal business hours and at a rate of \$168.00 per hour for overtime.
- D. The County shall process and pay the Contractor the sum correctly billed in accordance with the County's procedure for payment of Accounts Payable within thirty (30) days after the County has received all of the following:
 - 1. The bill stating which services have been completed on or before the date of invoicing and total sum due.
 - 2. Verification of said completion from the inspector(s) designated by the County pursuant to Section IV of this Agreement.
 - 3. Before payment of each invoice, the County may require that it be provided with proof that the Contractor has paid its employees and any suppliers and/or subcontractors providing materials or performing services under this Agreement.

Completion of the work being billed shall be to the satisfaction of the County's inspector(s). The inspector(s) shall conduct an inspection before payment of any bill submitted pursuant to this Section within five (5) business days of the County's receipt of a bill.

IV. EXAMINATION OF EXISTING FACILITY, QUALITY OF WORKMANSHIP, AND INSPECTION OF WORK. The Contractor shall be responsible for examining the Work Site's existing conditions in order to gain full information under which the work is to be carried out. Failure of the Contractor to inform itself shall in no way relieve the Contractor from the necessity to complete the work without additional cost to the County.

All work done by the Contractor under this Agreement shall be performed in a skillful and workmanlike manner, and according to applicable local and State of Michigan codes. The Contractor shall only employ persons who are skilled in the work to be performed. The County may in its sole discretion require the Contractor to remove any worker from assisting with the services that the County deems incompetent or careless.

The County shall designate Maintenance Director Culman and such other individual or individuals it may desire to act as its representative(s) in the inspection of work done by the Contractor under this Agreement (hereinafter referred to as the "inspector(s)"). The inspector(s) shall periodically inspect the work done by the Contractor under this Agreement to ensure that such work is in accordance with the requirements set forth in Section II of this Agreement.

The inspections to be conducted by the inspector(s) shall include, but not be limited to, inspection of the work completed by the Contractor upon notification from the Contractor of having substantially completed the services and on completion of all items on the final punch list, but prior to the Contractor receiving compensation therefore as set forth in Section III of this Agreement. In the event the inspector(s) discovers that any of the work is not in compliance with the requirements of this Agreement, and applicable Federal, State, or local laws, ordinances, rules, regulations, and codes, or is otherwise defective, they shall deliver to the County and the Contractor written notification of such defects or failure to comply with this Agreement. The County may, without any additional cost to the County other than that agreed to in Section III, require the Contractor to correct such defects, deviations from, or non-compliance with the requirements of this Agreement, or the requirements of applicable Federal, State, or local laws, ordinances, rules, regulations, and codes prior to compensating the Contractor under this Agreement.

Any inspection(s) by the County, as authorized by this Section IV shall not relieve the Contractor from any responsibility regarding defects or other failures to meet the requirements of this Agreement.

- V. <u>WARRANTIES</u>. The Contractor warrants that it meets all Federal, State, and local licensing, certifications, and authorization requirements to perform all the work required.
- VI. <u>CLEANING UP</u>. The Contractor and its subcontractors shall at all times keep the Work Site and surrounding area free from accumulation of waste material or rubbish caused by its operations. Daily clean-up and removal from the work area of all debris resulting from the Contractor's work is required. The Contractor shall be responsible for paying for and hauling away any debris and waste

resulting from the services. At the completion of the services, the Contractor shall remove all the remaining waste material and rubbish from and about the Work Site, as well as its tools, equipment, and machinery.

If the Contractor fails to clean up during and at the completion of the services, the County may do so, and the cost thereof shall be charged to the Contractor. The Contractor shall reimburse the County for the clean-up costs it incurs within thirty (30) days of receipt of the County's bill setting forth such costs and the total sum due.

VII. PROTECTION OF PERSONS AND PROPERTY.

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work it is to perform under this Agreement.
- B. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
 - 1. All its and the County's employees at the Work Site and all other persons who may be affected thereby.
 - 2. Other property at the Work Site or adjacent thereto.
- C. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
- D. The Contractor shall erect and maintain, as required by existing conditions and progress of the services, all reasonable safeguards for safety and protection, including, but not limited to, posting danger signs and other warnings against hazards, and setting up barriers where needed.
- E. The Contractor shall promptly repair or remedy all injury, damage, or loss to any property that is caused in whole or in part by the Contractor, any subcontractor, any subcontractor, or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under subsection B of this Section.
- F. Under no circumstances shall any tools of any kind or materials being used be left unattended at the Work Site.
- G. The foregoing obligations of the Contractor are in addition to its obligations under Section XII of this Agreement.

VIII. COMPLIANCE WITH THE LAW AND OBTAINING PERMITS.

- A. In performing its responsibilities under this Agreement, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, codes, rules, and regulations, including, but not limited to, the following:
 - 1. American National Standards Institute.
 - 2. Occupational Safety and Health Administration.
 - 3. State and Local Zoning and Building Codes.
- B. The Contractor and its subcontractors shall comply with the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, (hereinafter referred to as "OSHA") and regulations promulgated pursuant thereto. If during the progress of the services, it is discovered that the Contractor has failed to comply with OSHA, its regulations, or other applicable Federal, State, or local laws, ordinances, and regulations, the Contractor and its subcontractors shall take such steps as necessary to comply, at no additional cost to the County.
- C. The Contractor and its subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the Work Site under this Agreement.
- D. If the Contractor or any subcontractor uses any product at the Work Site which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet must be submitted to the Director of the Leelanau County Maintenance Department prior to commencement of work.
- E. Breach of this Section VIII shall be regarded as a material breach of this Agreement, and in the event the Contractor, its subcontractors and sub-subcontractors are found not to be in compliance with this subsection, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.
- 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.
- X. <u>NONDISCRIMINATION</u>. 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, height, disability 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.

XI. <u>INDEPENDENT CONTRACTOR</u>.

- A. It is expressly understood and agreed that the Contractor, its subcontractors, and subsubcontractors, 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.
- XII. <u>INDEMNIFICATION AND HOLD HARMLESS</u>. 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.

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XIII. 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.

XIV. 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.

- XV. <u>MODIFICATION OF AGREEMENT</u>. Modifications, amendments, or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- XVI. <u>ASSIGNMENT OR SUBCONTRACTING</u>. The parties to this Agreement may not assign, subcontract, or otherwise transfer their duties and/or obligations under this Agreement.
- XVII. <u>PURPOSE OF SECTION TITLES</u>. 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.
- **XVIII.** 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.
- 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 (2) 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.

- 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. <u>CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT</u>. 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 HVAC SYSTEM INSPECTION AND MAINTENANCE SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LEELANAU	D&W MECHANICAL
By: Jy Wessell	By: St. W. Wolf Si
Ty Wessell, Chairman	(Signature)
County Board of Commissioners	Name: SHAWN M. WOLF SR.
	(Print or Type)
Date: 1/11/2023	Title: PROJECT MANAGER
	(Print or Type)
	Date: 01/03/2023
	•

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:

COHL, STOKER & TOSKEY, P.C. By: Courtney A. Gabbara

On: January

January 3, 2023

N:\Clien\Leelanau\Agreements\D&W Mechanical\D&W Mechanical Inspection Agreement v3.docx Leelanau Co. #22-032E

ATTACHMENT A

Page 1 of 2



August 31, 2022

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

Attn: Chet Janik

Re: Gary O'Conner & Leelanau County Agreement

Mr. Janik.

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

Contract Amount:

- Based on 24 hours per week the 2023 yearly contract amount is \$129,792.00.
- This cost will be billed monthly at \$10,816.00
- 2023 \$104.00 per hour for normal hours, all overtime hours will be billed at \$156.00 per hour
- Based on 24 hours per week the 2024 yearly contract amount is \$134,784.00.
- This cost will be billed monthly at \$11,232.00
- 2024 \$108.00 per hour for normal hours, all overtime hours will be billed at \$162.00 per hour
- Based on 24 hours per week the <u>2025</u> yearly contract amount is \$139,776.00.
- This cost will be billed monthly at \$11,648.00
- 2025 \$112.00 per hour for normal hours, all overtime hours will be billed at \$168.00 per hour
- No materials are included in this contract. All materials purchased for use on Leelanau County Facilities will be billed monthly with our standard mark ups
- If additional hours are required for Gary or any other D&W Mechanical employee, all additional hours will be billed at:

Billing:

 All materials purchased for use on Leelanau County Facilities will be billed monthly with our standard mark ups Page 2

December 28, 2022

D&W Mechanical Responsibilities:

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

Leelanau County Responsibilities:

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

Bid Projects:

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

	Leelanau County Government Center:		•
	Accepted by:		
-	Title:		
2	Date:		
	D&W Mechanical:	•	
	Accepted by:		
	Title:		
	Date:		
	Contract Start Date:		
	Contract End Date:		

ATTACHMENT B

BOARD POLICY

GENERAL SUBJECT:

Administration/General

Policy No.

13

(County Administrator)

SPECIFIC SUBJECT:

Insurance Requirements Policy

Adopted:

04/17/1990

Revised:

02/15/1994

Revised:

05/21/2013

Revised:

12/19/2017

APPLIES TO: All Leelanau County Employees and Elected Officials.

PURPOSE:

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

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

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. <u>Contractor's Tools & Equipment</u>: 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.
- Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.
- 4. <u>Commercial General Liability Insurance</u>: 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. <u>Motor Vehicle Liability</u>: 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 nonowned vehicles, and all hired vehicles.
- 6. <u>Deductibles:</u> 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. <u>Cancellation Notice</u>: 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.

2024 Approved Non Union Wage Schedule

As of 09/21/24

POSITION	Start	One Year	Two Year	Three Year	Four Year
Temporary Office Assistant	\$18.37	\$19.88	\$21.35	\$22.93	
Temporary Specialist / Seasonal	\$19.88	\$21.63	\$23.41	\$25.18	
Executive Assistant	\$56,422.59	\$57,889.58	\$59,394.71	\$60,938.97	\$62,523.38
Senior Services Director	\$68,887.35	\$70,678.42	\$72,516.06	\$74,401.49	\$76,335.92
Finance Director	\$74,197.31	\$75,883.60	\$78,413.88	\$80,437.11	\$82,156.49
Assistant Finance Director	\$62,523.38	\$64,148.99	\$65,816.86	\$67,528.12	\$69,283.85
Human Resources Manager	\$68,887.35	\$70,678.42	\$72,516.06	\$74,401.49	\$76,335.92
Planning Director	\$74,197.31	\$75,883.60	\$78,413.88	\$80,437.11	\$82,156.49
Equalization Director	\$91,207.86	\$93,032.01	\$95,822.99	\$98,697.66	\$101,656.65
Assistant Prosecutor					\$79,058.73
IT Director	\$74,196.18	\$75,883.60	\$78,413.89	\$80,437.11	\$82,156.48
Building Official	\$75,812.56	\$77,498.87	\$79,185.17	\$80,871.50	\$82,557.80
Director of Emergency Mgmt.	\$82,628.83	\$84,652.02	\$86,506.79	\$88,361.59	\$90,465.75
Assistant Director 911	\$62,523.38	\$64,148.99	\$65,816.86	\$67,528.12	\$69,283.85
Facilities Director	\$82,628.83	\$84,652.02	\$86,506.79	\$88,361.59	\$90,465.75
Maintenance Director Supervisor	\$59,459.88	\$62,432.90	\$65,554.46	\$68,832.98	\$72,273.09
Elected/Mandated/Contracted					
Administrator (Contract)					\$103,025.37
Drain Commissioner					\$20,642.77
Prosecutor					\$111,064.73
Chief Assistant Prosecutor					\$95,294.06
Sheriff					\$93,508.03
Undersheriff					\$90,465.75
Clerk					\$83,122.64
Chief Deputy Clerk					\$74,722.58
Treasurer					\$83,122.64
Chief Deputy Treasurer					\$69,283.85
Register of Deeds					\$83,122.64
Chief Deputy Register of Deeds - proposed					\$69,283.85
Court Employees					
Probate/Family Judge	1	Mandated by the	State of Michiga	n	\$172,134.62
Probate Register					\$75,552.26
Court Administrator	\$61,609.28	\$66,481.64	\$71,374.14	\$76,206.24	
Deputy Register/Recorder	\$18.16		\$21.72	\$23.53	
Juvenile Register	\$21.86			\$27.25	
Substance Abuse Coordinator	\$26.35			\$32.86	
Probation Officer	\$26.35			\$32.86	
Troducti Officer	Ψ20.00	Ψ20.33	Ψ00.10	Ψ02.00	ψ00.07
Marine Patrol	\$18.23	\$20.03	\$21.86	\$23.62	\$25.39
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		L			

BOC Approved 12/29/23

*BOC Amended 6/18/24 (Temporary Specialist / Seasonal)

**BOC for consideration

1/2/2025