

**BOARD OF COMMISSIONERS MEETING**

William J. Bunek, Chairman

**NOTICE OF MEETING**

The Executive Board of Commissioners Meeting of the Leelanau County Board of Commissioners will be held on Tuesday, August 13, 2019, at 9:00 a.m. in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan

*(Please silence 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.)*

**AMENDED TENTATIVE AGENDA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE**

**ROLL CALL**

**COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:**

**PAGE #**

- Administrator Update
- 13<sup>th</sup> Circuit Judicial Court 2-31
- Solid Waste Council Update, *no attachment.*
- MSU Extension Agency Update 32-50

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

**PUBLIC COMMENT**

**ACTION ITEMS**

1. Government Center HVAC Renovations Options, *no attachment.*
2. Leelanau County Sheriff's Office –
  - a. Animal Control Agreement with the Grand Traverse Band of Ottawa and Chippewa Indians. 51-55
  - b. Approval of FY 2020 Secondary Road Patrol Grant Application. 56
3. Solid Waste Council –
  - a. Proposed Recycling Center at the Government Center. 57-58
  - b. FY 2020 Tire Recycling Grant Application. 59
4. Planning Commission –
  - a. Release of General Plan, Public Comment Period. 60
  - b. Revised CIP (Capital Improvement Program). 61-97
5. Emergency Management –
  - a. AT&T Contract Amendments for the Central and Omena Tower Sites. 98-103
  - b. Motorola Agreement for Dispatch Console Maintenance. 104-137
  - c. Verizon Tower Discussion. 138
6. Leland Dam Authority –
  - a. Engineering Study Recommendation. 139-146
  - b. Per Diem Request Recommendation. 147-150
7. Prosecuting Attorney –
  - a. MDHHS Contract Amendment. 151-160
  - b. Crime Victims' Rights Grant Application. 161-174
8. County Residents vs Non-Residents Report, *Commissioner Wessell.* 175
9. Early Childhood County Committee – Report/Options, *Commissioner Rushton.*
10. Administration –
  - a. Acceptance of 2% Allocation Awards –
    - i. Administration – Mid Michigan Honor Flight Program (MMHF), \$2,500.00.
    - ii. Board of Commissioners – Leelanau County Cancer Foundation (LCCF), \$2,500.00. 176-178
      - aa. LCCF Contract. 179-186
  - b. Boards and Commissions Openings. 187-190
  - c. FY-2020 MAC Dues. 191-192
  - d. Revised County Board Travel Policy. 193-198
  - e. Auditing Services Contract Options, *no attachment.*
  - f. Government Center Complex Cleaning Contract Options, *no attachment.*
  - g. Mechanical Contract Renewal Options, *no attachment.*

**REVIEW OF FINANCIALS**

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

**PUBLIC COMMENT**

**COMMISSIONER COMMENTS**

**APPROVAL OF FINANCIALS**

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

**ADJOURNMENT**

# State of Michigan



## Thirteenth Judicial Circuit

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

**COUNTIES**  
ANTRIM  
GRAND TRAVERSE  
LEELANAU

**TERI QUINN**  
COURT ADMINISTRATOR

**THOMAS G. POWER**  
**KEVIN A. ELSENHEIMER**  
CIRCUIT JUDGES

For many years, the Thirteenth Circuit Court for the State of Michigan has published and distributed an Annual Report to local citizens, boards of commissioners, elected officials, judges and judicial staff, the State Court Administrative Office and various community leaders. The Annual Report provides statistics and information with regard to Court finances, civil and criminal caseloads, alternative dispute resolution, Friend of the Court activities and recent jury trials. Moreover, the Annual Report supplies staff updates and transaction summaries for the assorted departments with whom the Court interacts.

In addition to the published copies, the Court also provides electronic versions of the Annual Report to individuals who litigate within the Thirteenth Circuit. Publication by electronic mail and on the Court's website has greatly enhanced the Court's ability to communicate with the public.

In 2018, the Court was pleased that it was able once more to successfully manage its caseload within mandated time disposition guidelines. Referrals to Alternative Dispute Resolution continue to produce positive outcomes for a large number of litigants. With the addition of the Michigan Department of Corrections Parole and Probation records, the Court has concluded its transition to a completely paperless office.

Finally, we would like to thank those individuals and groups that collaborate with the Court and assist us in accomplishing our goals. To those who support us in our endeavors, please know that we appreciate your cooperation and continued support.

Respectfully submitted,

Handwritten signature of Thomas G. Power in blue ink.

Honorable Thomas G. Power  
Circuit Court Judge

Handwritten signature of Kevin A. Elsenheimer in blue ink.

Honorable Kevin A. Elsenheimer  
Circuit Court Judge

# 2018 ANNUAL REPORT

## THIRTEENTH CIRCUIT COURT

328 WASHINGTON ST., SUITE 300  
TRAVERSE CITY, MI 49684  
[WWW.13THCIRCUITCOURT.ORG](http://WWW.13THCIRCUITCOURT.ORG)



# HISTORY OF 13TH CIRCUIT COURT JUDGES

HON. KEVIN A. ELSENHEIMER	□	2017 - PRESENT
HON. THOMAS G. POWER		1993 - PRESENT
HON. PHILIP E. RODGERS, JR.		1991 - 2016
HON. CHARLES M. FORSTER		1975 - 1992
HON. WILLIAM R. BROWN		1973 - 1990
HON. JAMES M. FITZPATRICK		1969 - 1974
HON. CHARLES L. BROWN		1948 - 1972
HON. PARM C. GILBERT		1924 - 1947
HON. FREDERICK W. MAYNE		1899 - 1923
HON. ROSCOE L. CORBETT		1894 - 1898
HON. REUBEN HATCH, JR.		1875 - 1881
HON. JONATHAN G. RAMSDELL	□	1866 - 1875 & 1882 - 1893

Antrim County Courthouse  
203 E. Cayuga St.  
Bellaire, MI 49615



Grand Traverse County Courthouse  
328 Washington St.  
Traverse City, MI 49684



Leelanau County Courthouse  
8527 E. Government Center Dr.  
Suttons Bay, MI 49684



# INTRODUCTION

The Thirteenth Circuit Court for the State of Michigan is pleased to present to you our annual report for 2018. The report is distributed in hard copy to local stakeholders, elected officials, and the State Court Administrative Office. The report is available electronically on the court's website: [www.13thcircuitcourt.org](http://www.13thcircuitcourt.org). Those who review the report will have an understanding of the Court's finances, caseloads, Friend of the Court efforts, and Alternative Dispute Resolution during 2018. The report also notes important staff developments and matters involving the local bar.

During 2018, the Court was able to manage its caseload within the timeframes mandated by the Supreme Court. One reason for the Court's efficiency is the success of the Alternative Dispute Resolution program. In 2018, the Court's civil facilitative mediation process resolved 69% of the cases referred, saving litigants time and money. During that same year, facilitative mediation resolved 84% of the domestic relations matters referred.

The success of the facilitative mediation program is not a new development. What is new is that the Court is taking note of some of the partners who have led to that success over the years. The Court created an award this year honoring the mediator of the year. The inaugural recipient of the award is John Blakeslee, who has served as a mediator since 2000. The report provides more details on Mr. Blakeslee's service, along with local attorneys who have received other important honors from the local bar association.

We wish to thank those who have assisted our efforts to provide justice throughout 2018. The Court has many responsibilities that require the collaboration, consideration and support of our partners. We appreciate your assistance in helping us meet our obligations during 2018.

*Hon. Kevin A. Elsenheimer*

13th Circuit Court Judge

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*“All rise, court is  
now in session..”*

## CASE MANAGEMENT

The Thirteenth Judicial Circuit Court serves Antrim, Grand Traverse, and Leelanau Counties. The Circuit Court handles all civil cases with claims in excess of \$25,000, all felony criminal cases, requests for injunctive relief and domestic relations matters. Additionally, the Judges hear cases appealed from other trial courts or from administrative agencies. The Circuit Court Judges travel monthly to Bellaire and Suttons Bay to preside over matters in Antrim and Leelanau Counties. Judge Power and Judge Elsenheimer alternate as the Thirteenth Circuit Court's Chief Judge.

The Family Divisions of the Thirteenth Circuit Court handle all juvenile criminal cases, child abuse and neglect cases, guardianships of juveniles and adoption proceedings. The Probate Judge for each County is also the presiding Judge of the Family Division in the county where he or she was elected.

The Circuit Court follows the mandated timelines schedule as delineated in the Michigan Court Rules and Administrative Orders to efficiently manage and dispose of its cases. Once a new case has been opened, the Court issues a Scheduling Order providing time guidelines for the processing of the case and establishing dates when future actions should begin or be completed with regard to the case. The primary goal of the Court Administrator's staff is to ensure that cases are kept current and the docket remains up-to-date.

## CIVIL CASELOAD

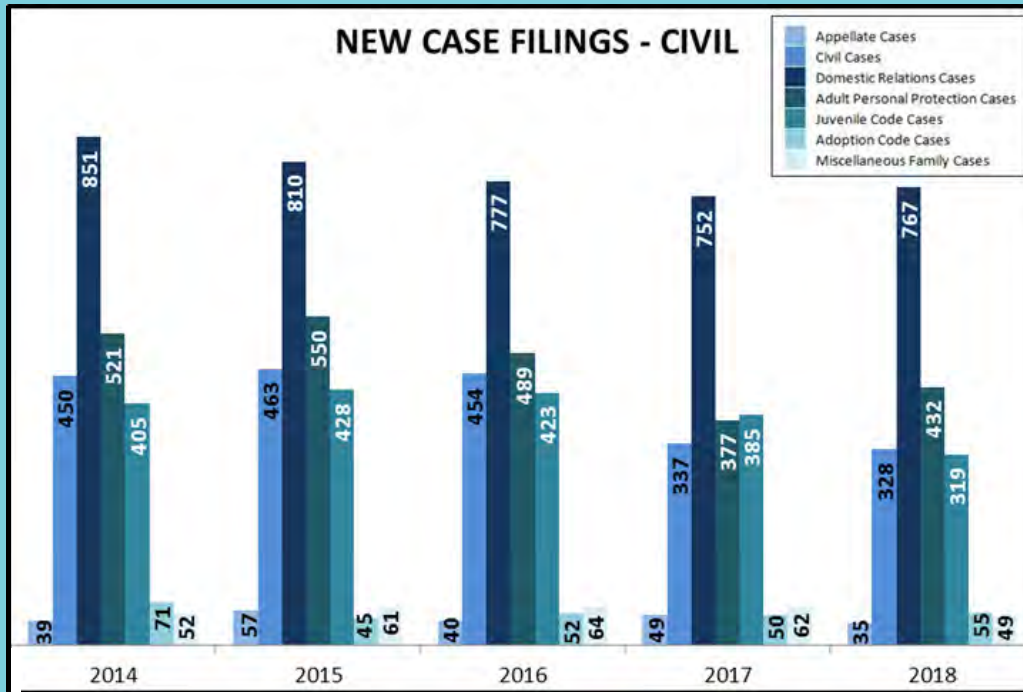
Circuit Court cases are separated into the following categories: Appellate, Civil, Domestic Relations, Adult Personal Protection, Proceedings Under the Juvenile Code, Proceedings Under the Adoption Code, Miscellaneous Family/Ancillary. The Appellate category includes Criminal Appeals, Civil Appeals, Agency Appeals (Administrative Agency, Employment Security Commission, Secretary of State, and Parole Board decisions), and Other Appeals (habeas corpus, superintending control and writs).

The Civil category includes General Civil (business claims, condemnation, employment discrimination, environments, forfeiture claims, housing & real estate, contracts, labor relations, antitrust/franchising/trade regulations, corporate receivership and general civil), Auto Negligence (property damage, no-fault insurance and personal injury), Other Civil Damage (medical malpractice, other professional malpractice, other personal injury, products liability, dramship act and other damage suits), and Other Civil (proceedings to restore/establish/correct records, claim & delivery, receivers in supplemental proceedings, supplemental proceedings and miscellaneous proceedings). The Domestic Relations category includes Divorce with Minor Children, Divorce Without Children, Paternity, UIFSA (assist with discovery and establishment), Support, and Other Domestic (custody and other domestic relations matters. The Adult Personal Protection category includes Domestic Relations and Non-Domestic Relations. The Juvenile Code category include Designated Juvenile Offenses, Delinquency Proceedings, Traffic and Local Ordinance, Child Protective Proceedings and Juvenile Personal Protection Actions. The Adoption Code category includes Petitions for Adoptions (adult, agency international, direct placement, relative, safe delivery of newborn, non-relative guardian, step-parent and other). The Miscellaneous Family/Ancillary category includes emancipation of a minor, infectious disease, safe delivery of newborn child, name change, young adult voluntary foster care, violation proceedings on out-of-county personal protection orders, adult conservatorship, minor conservatorship, developmental disability guardianship, adult guardianship, limited guardianship of adult, minor guardianship, limited guardianship of minor, protective orders, judicial admission and mental commitment.

# CIVIL CASELOAD

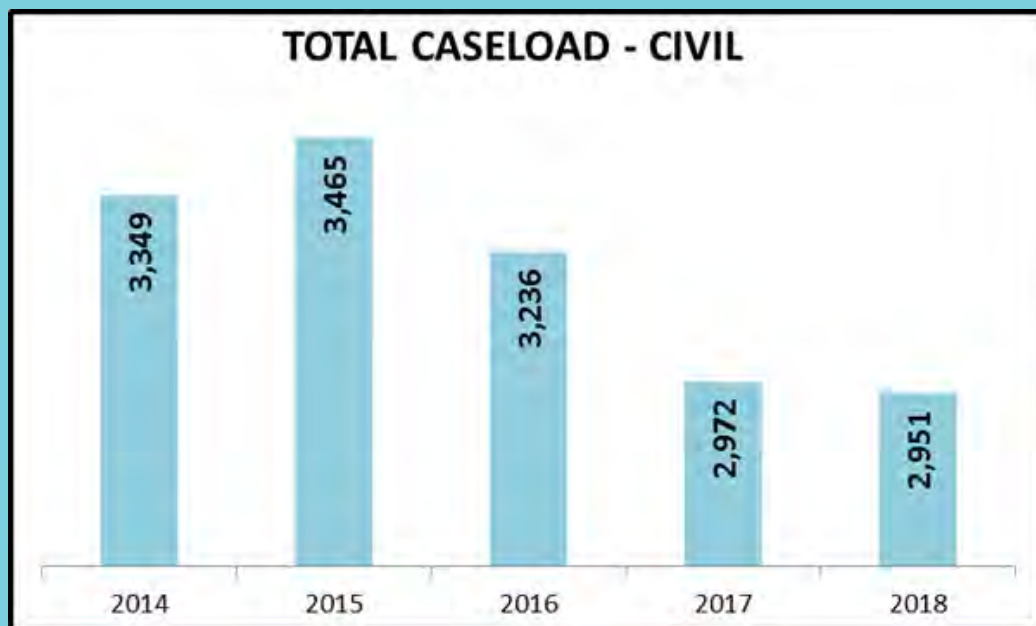
## NEW CIVIL CASE FILINGS

The following bar graph depicts the annual new civil filings for the Thirteenth Circuit Court over the previous five years.



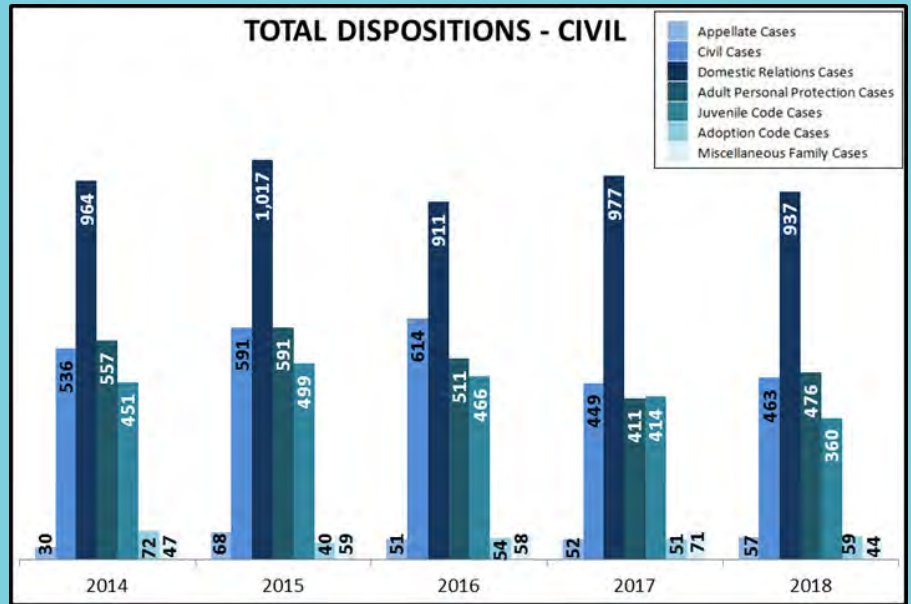
## TOTAL CIVIL CASELOAD

In 2018, there were a total of 1,985 new civil case filings in the Thirteenth Circuit Court. This is a decrease from the number of new civil cases filed in the previous year.

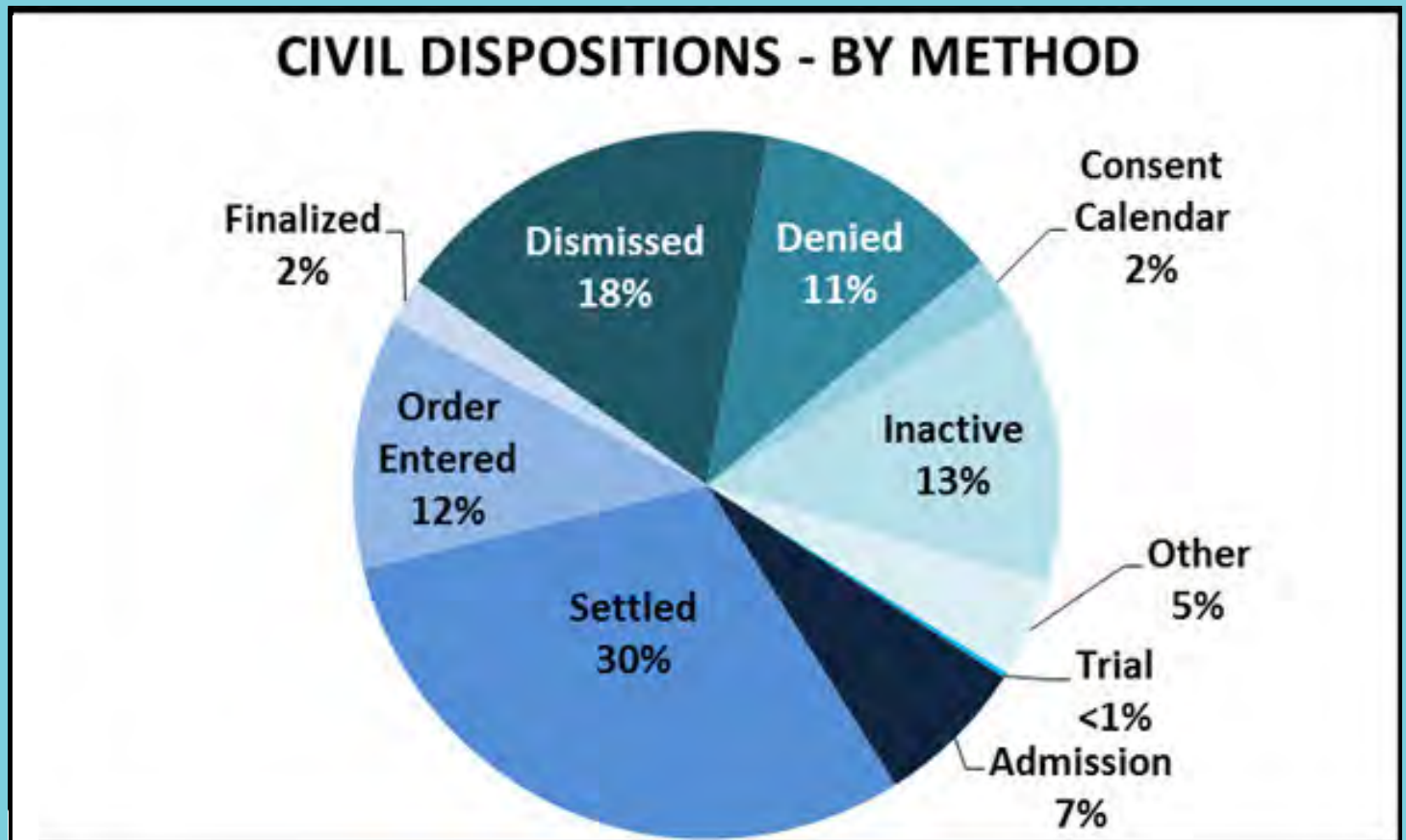


## CIVIL DISPOSITIONS

The following chart compares disposition methods for appellate, civil, domestic relations, adult personal protection orders, juvenile code, adoption code and miscellaneous family/ancillary cases in 2018. The term “Settled” includes cases that were defaulted, uncontested or settled. “Trial” includes both jury and bench trials. The term “Order Entered” includes cases where orders were entered ex parte, after a hearing and after a denial.



The term “Dismissed” includes cases that were dismissed or withdrawn by the party or dismissed by the Court. The term “Denied” includes cases where the request was denied either ex parte or after a hearing. Finally, the “Other” category includes cases that were transferred, withdrawn by the petitioner, not authorized, deferred, the case type was changed or the manner of disposition was not reported.

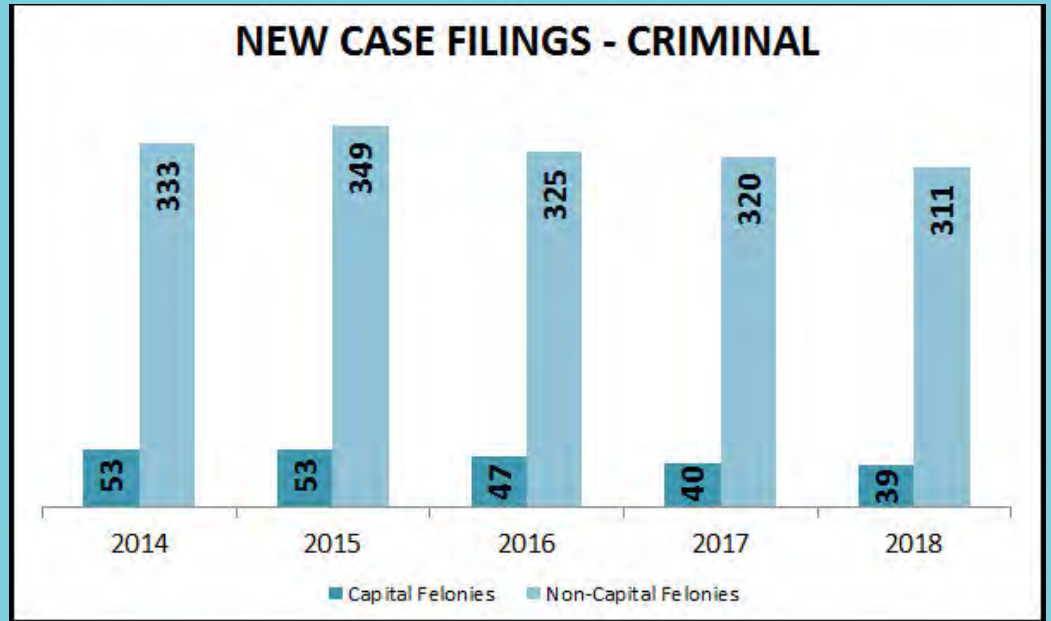


# CRIMINAL CASELOAD

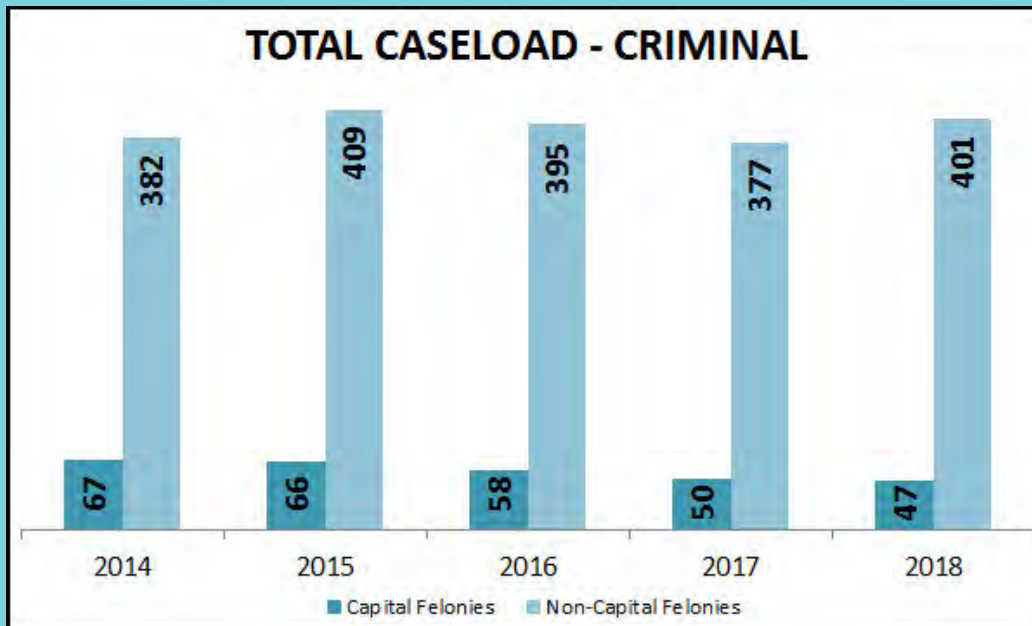
## NEW CRIMINAL FILINGS

Circuit Court criminal cases are separated into two categories: capital felonies and non-capital felonies. Capital felonies are cases in which a life sentence is possible and a larger number of preemptory jury challenges are provided during trial. In non-capital felony cases, a defendant is subject to prison time,

but generally for a period less than life. In 2018, the number of newly filed capital and non-capital felony cases decreased in the Thirteenth Circuit Court.



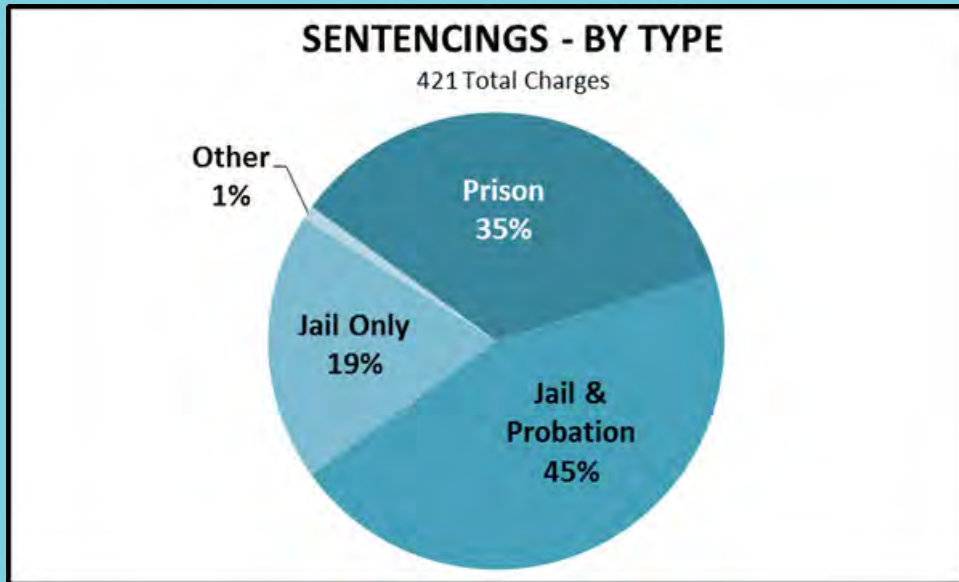
## TOTAL CRIMINAL CASELOAD



The Circuit Court's total caseload consists of cases that were still pending when the year began, cases that were re-opened, and all newly filed cases. In 2018, the Thirteenth Circuit Court's total criminal caseload for capital felonies decreased, while the total criminal caseload for non-capital felonies increased.

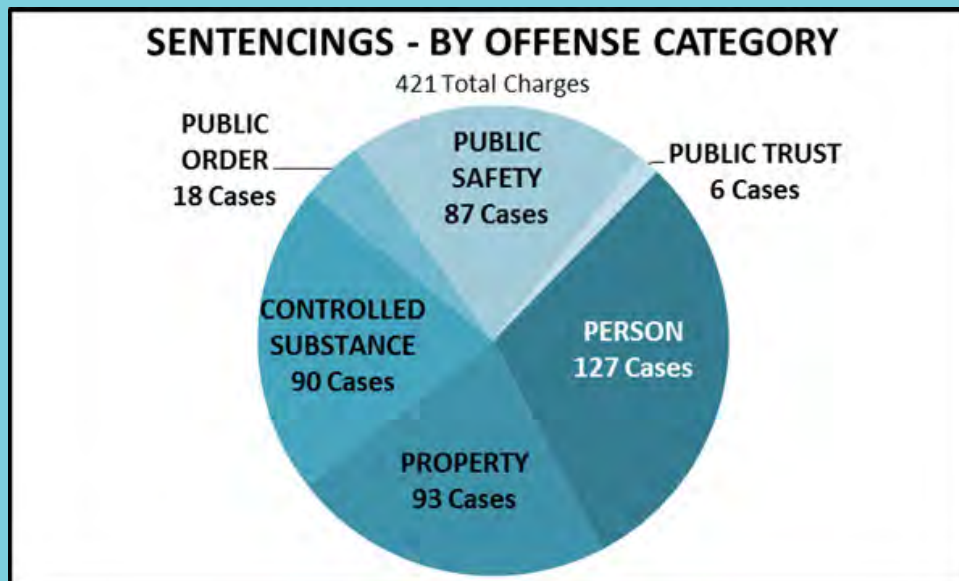
## CRIMINAL DISPOSITIONS

In 2018, the Court disposed of 419 criminal cases. Guilty pleas resulted in the greatest number of dispositions, with the Court receiving 44 guilty pleas in Antrim County, 211 in Grand Traverse County and 19 in Leelanau County.



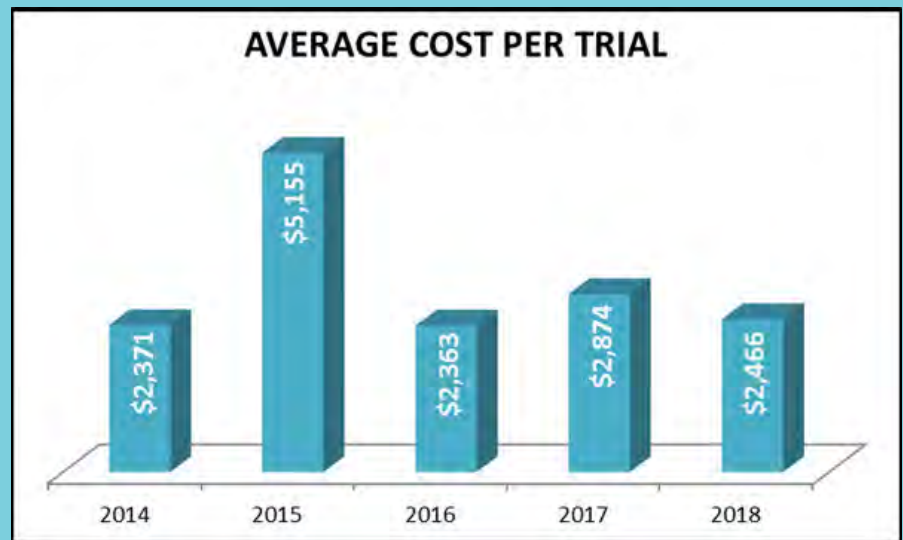
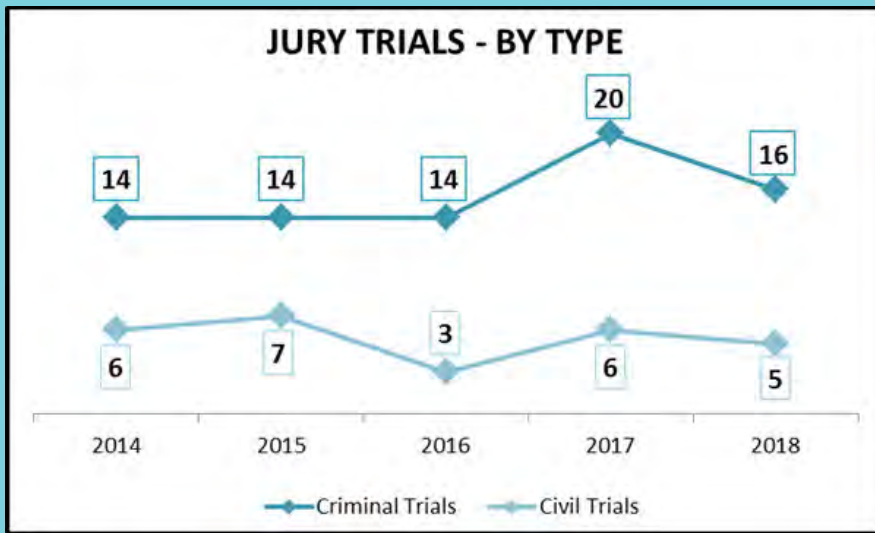
## CRIMINAL SENTENCINGS

In 2018, the Court sentenced 289 defendants, issuing sentences on 421 total counts in 310 cases. There were more total sentencings than total cases and/or defendants because certain defendants were charged with several counts in a single case and some defendants were charged in multiple cases. One defendant has cases in both Grand Traverse and Antrim Counties. The following charts display sentencings and re-sentencing dispositions by type and by offense category.



# JURY TRIALS

To qualify to serve as a juror, an individual must be a United States citizen, at least 18 years of age, a resident of the county issuing the summons, conversant in the English language, physically and mentally able to carry out the functions of a juror and cannot have committed a felony. Anyone with a valid Michigan Driver's license is a potential juror in the County where they reside. The process for selecting potential jurors begins with the Secretary of State providing a list of eligible jurors to the county jury board. Antrim, Grand Traverse and Leelanau Counties each have individual 3-member jury boards, appointed by that County's Board of Commissioners, with members serving 6-year terms. The jury boards then send juror questionnaires to the prospective jurors in their respective counties. Once the questionnaires are returned, the jury board randomly selects prospective jurors for their Circuit Court, District Court and Probate Court cases.



“ I felt you ran a very good courtroom. You kept discipline and moved the case along. Your jury instructions were clear and at no time during deliberations did a juror indicate any confusion as to the meaning of your instructions.  
- Anonymous juror, Judge Thomas G. Power's December 3, 2018 trial ”

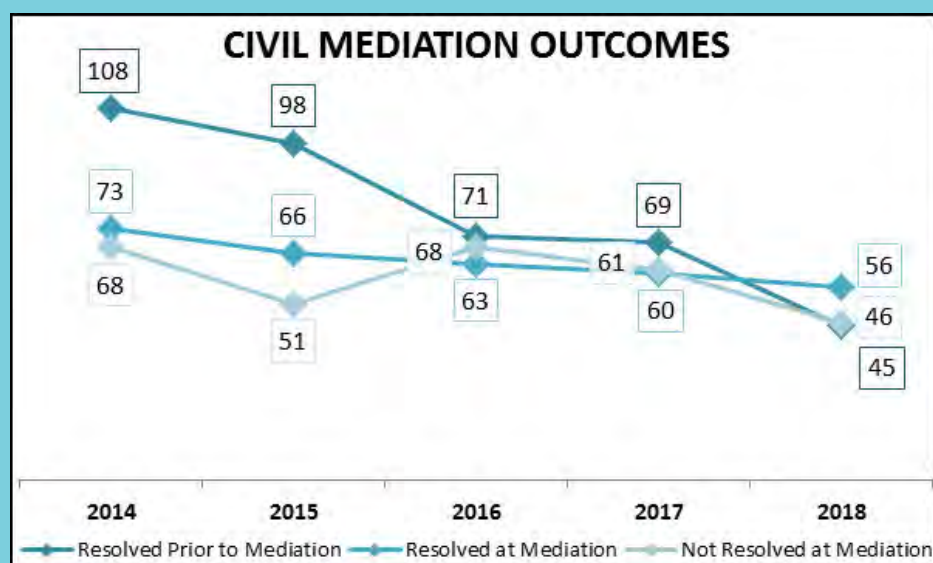
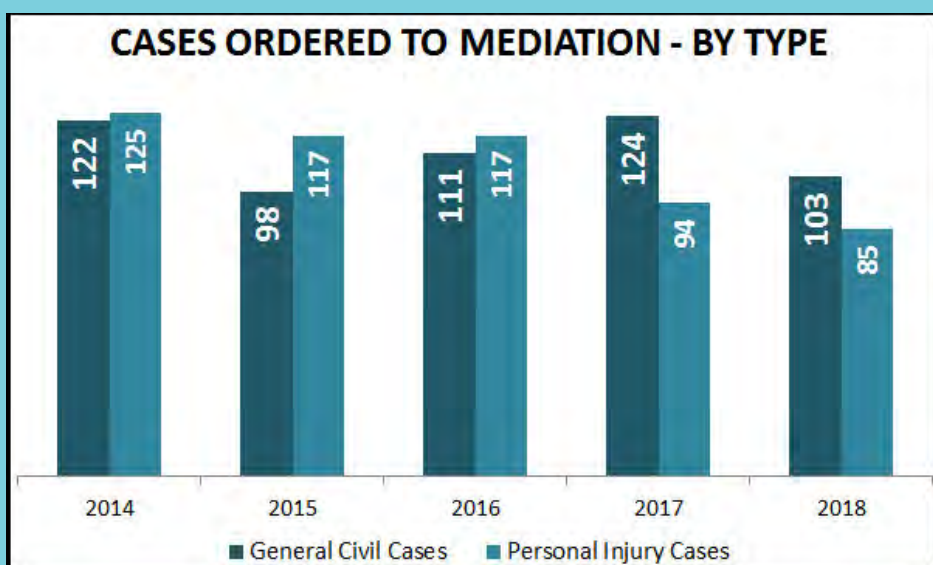
# ALTERNATIVE DISPUTE RESOLUTION

Alternative Dispute Resolution (ADR), a process designed to resolve a legal dispute in the place of court adjudication, includes facilitative mediation, domestic relations mediation, and settlement conferences. ADR may also include case evaluation, a non-binding process in which a panel of experienced attorneys assess the relative strengths and weaknesses of the parties' legal positions and assign a value to the case. All civil cases are subject to the ADR process unless otherwise provided by statute or court rule. ADR helps reduce costs to taxpayers due to a reduction in the overall need for jurors, compensation for lay and expert witnesses and the need for additional judges and/or courtrooms.

## CIVIL FACILITATIVE MEDIATION

Facilitative mediation is an alternative dispute resolution process in which a neutral third party facilitates confidential communications between the parties in an attempt to help them reach a mutually agreeable resolution. In mediation, solutions are generated by the parties; whereas in litigation, the resolution of a conflict is imposed upon the parties by the Court. In 2018, 188 total cases were ordered into mediation, with 143 cases actually mediated. The Court selected a mediator in 9 cases.

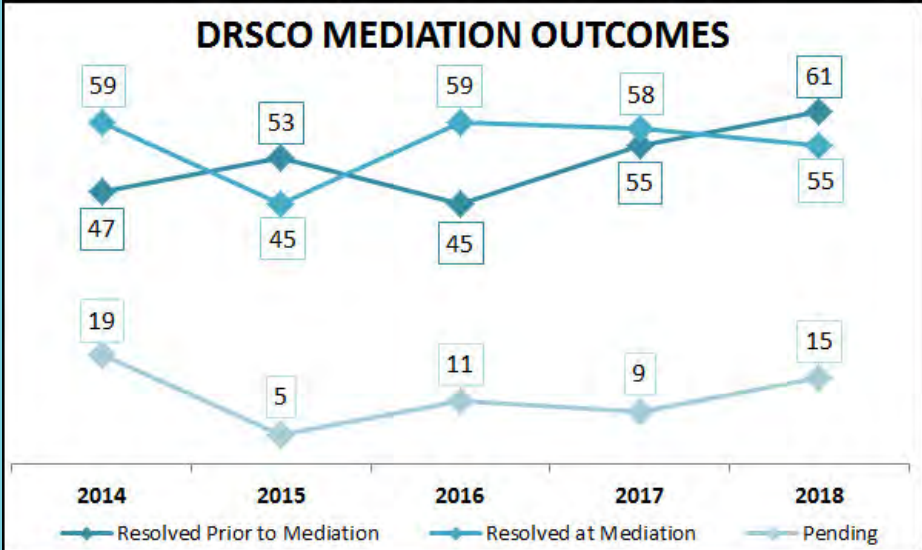
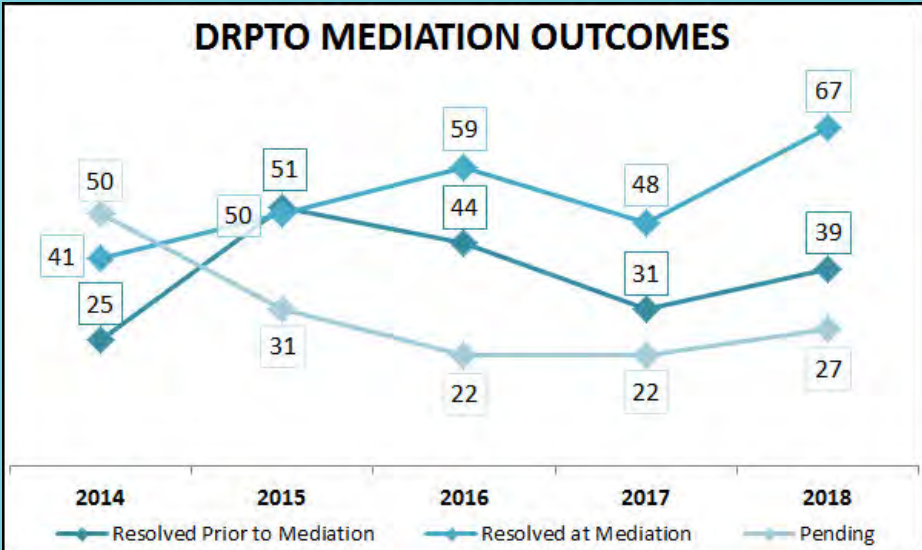
**IN 2018, 69% OF CIVIL CASES WERE RESOLVED BY THE END OF THE MEDIATION PROCESS**



# ALTERNATIVE DISPUTE RESOLUTION

## DOMESTIC RELATIONS FACILITATIVE MEDIATION

In 2018, 365 cases were ordered to facilitative mediation via a Domestic Relations Scheduling Conference Order (DRSCO) or a Domestic Relations Pre-Trial Order (DRPTO). DRSCOs are generated by the Court when a divorce matter is filed, whereas DRPTOs can be generated either before or after a Judgment of Divorce has been entered when there are child related issues such as, paternity, support, custody and UIFSA registration. In 2018, the Court selected a mediator for the parties in 85 cases.



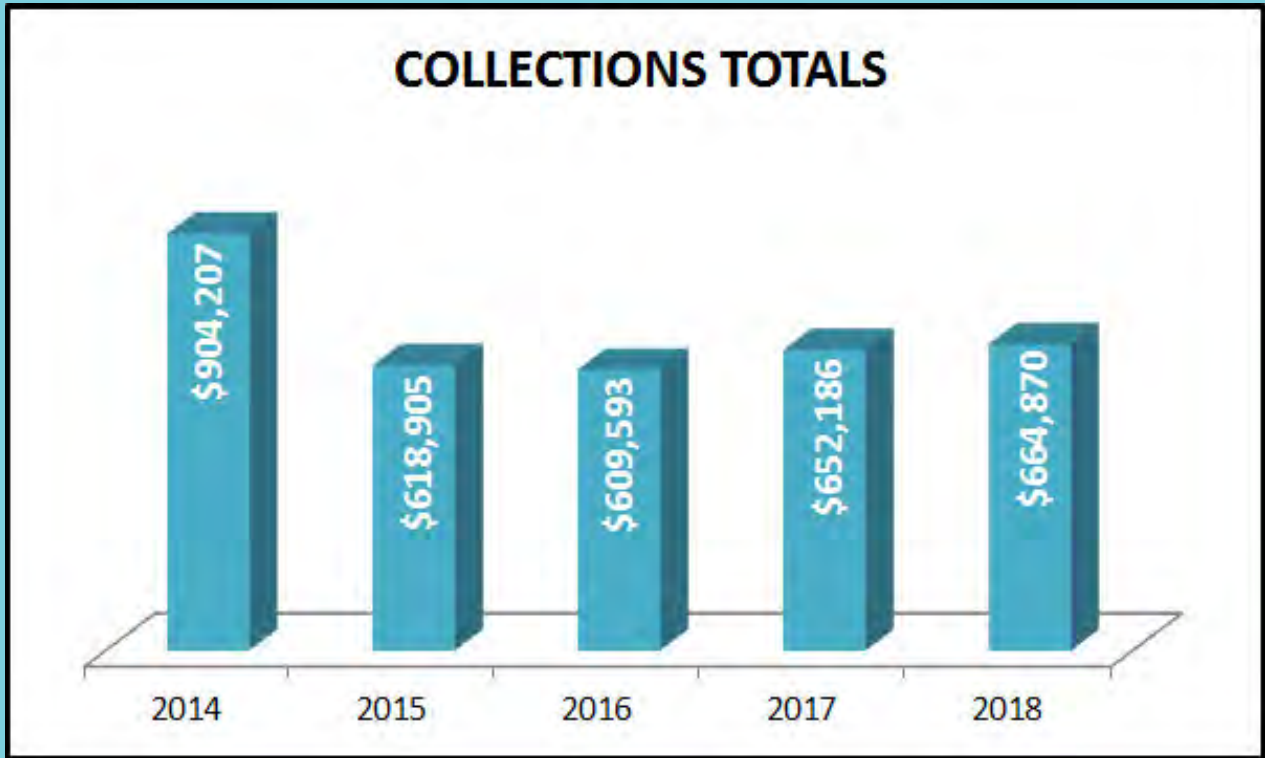
### MEDIATOR OF THE YEAR: JOHN R. BLAKESLEE

The Court created an award this year honoring the mediator of the year. The inaugural recipient of the award is John Blakeslee, who has served as a mediator since 2000 and has mediated approximation 500 cases for the 13th Circuit Court.



# COURT FINANCES

The Inter-County Operating Agreement allows financial and administrative responsibilities between the Counties and Courts amongst all three counties - Antrim, Grand Traverse, and Leelanau. Members of the joint Judicial Commission include the Circuit Court Judges, Court Administrator, Board Chairperson, Chairperson for the Finance/Ways and Means Committee, County Administrator/Coordinator and the Chief Administrative Fiscal Officers in Antrim, Grand Traverse, & Leelanau Counties.

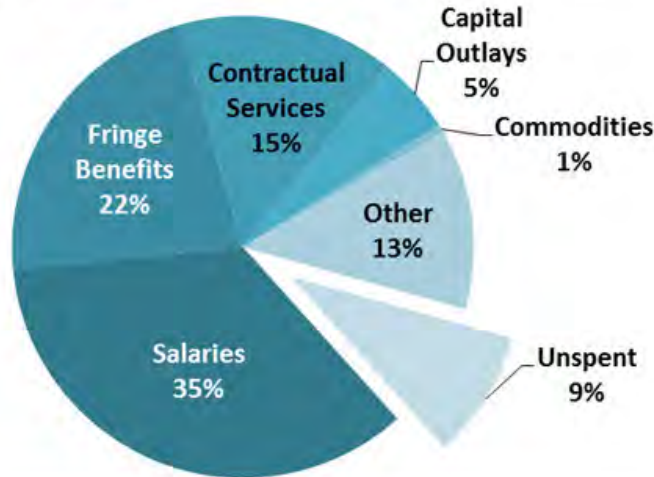


The Court collects fines, costs, court-appointed attorneys' fees, restitution, and crime victim fund payments from convicted felons. The funds collected are used to help support the public libraries, assist in defraying the costs of providing court-appointed counsel for indigent defendants and serve as reimbursement to crime victims for losses they may have suffered.

In 2018, the Thirteenth Circuit Court collected \$253,137 in criminal restitution for distribution to local crime victims.

# COURT FINANCES

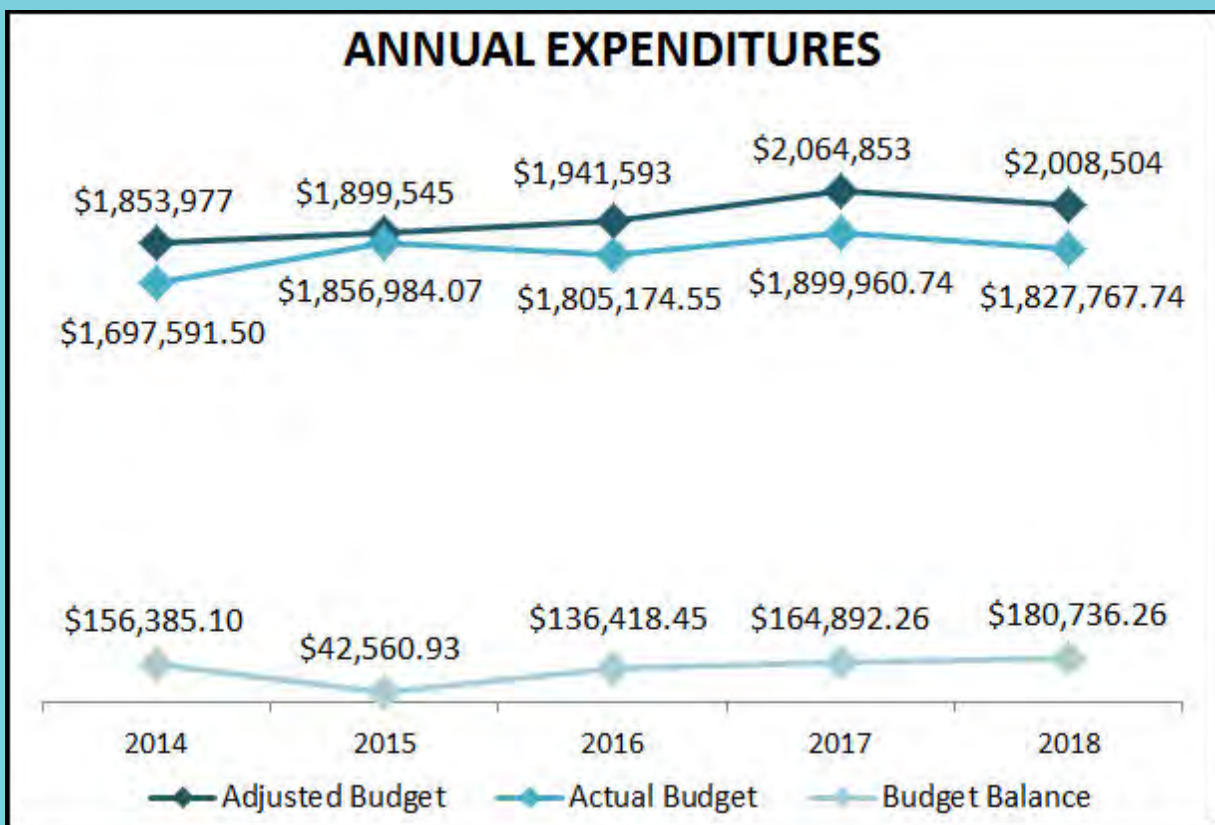
## EXPENDITURES - BY CATEGORY



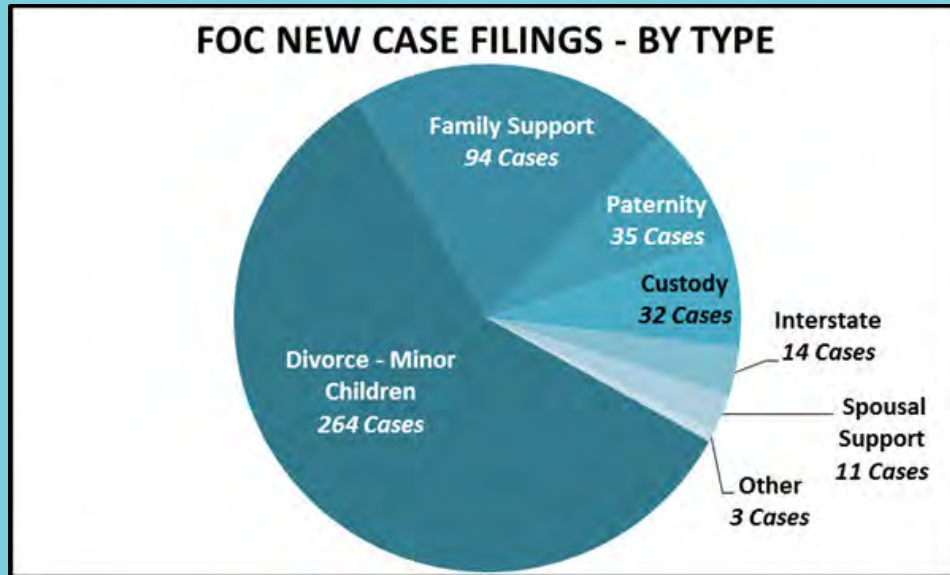
Each county within the Thirteenth Circuit maintains its own budget and is responsible for the processing, auditing, verification and payment of operating expenses. Grand Traverse County oversees the Circuit Court Operating Fund, which pays for 'cost-shared' expenses, such as salaries, fringe benefits, office space, computer data processing, office supplies and other capital expenditures between all three counties. Each individual county separately pays its 'cost-direct' exp-

enses, like court-appointed attorneys' fees, jury fees, witness fees, transcript fees and courthouse security. Additional revenue comes from filing fees, and court costs assessed by the County Clerks' Offices and the State of Michigan. Expenditures are divided into 6 categories: (1) salaries for Judicial, Administrative and Friend of the Court staff; (2) fringe benefits for judicial and administrative staffs, including FICA; (3) contractual services, including payments for defense counsel, transcripts, juror compensation, juror mileage, interpreters, professional services and other items necessary for administration and operation of the Courts; (4) commodities such as postage and office supplies; (5) capital outlays including legal reference material, office equipment and office furniture; and (6) other expenses like equipment rentals, printing, utilities, law books, continuing education, and liability insurance.

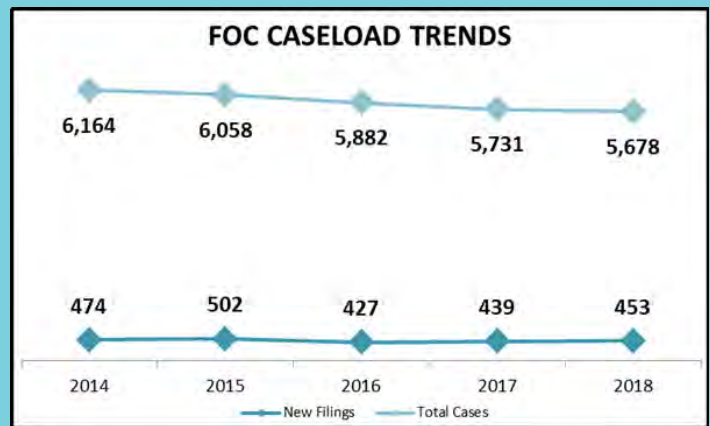
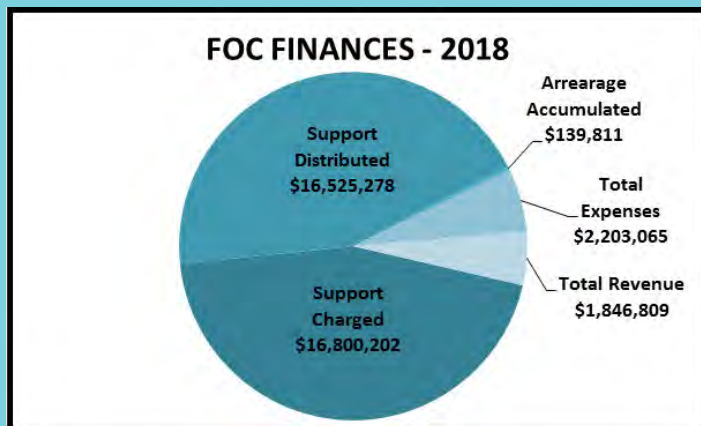
## ANNUAL EXPENDITURES



The Friend of the Court (FOC) assists the Circuit Court by providing enforcement of Court Orders relating to child support, health care, spousal support, and parenting time/custody and investigating, evaluating and submitting recommendations to the Court on contested domestic relations matters.



In 2018, the FOC office administered 5,754 open cases. Of the 453 new cases opened with FOC in 2018, 12% were from Antrim County, 79% were from Grand Traverse County and 9% were from Leelanau County. The preliminary custody orders generated by the FOC granted primary custody to the mother in 43% of cases, primary custody to the father in 2% of cases, shared custody in 31% of cases and split or third-party case in 24% of cases.



In 2018, the FOC issued: 5,125 income withholding notices; 973 enforcement notices; 834 warrants – 339 for failure to appear and 495 for failure to comply with a previously ordered payment plan. The FOC staff processed 100 complaints for reimbursement of children’s extraordinary medical expenses, generated 170 stipulated orders for clients, conducted 604 enforcement hearings and made recommendations for temporary orders in 430 cases.

# FRIEND OF THE COURT



**Back Row:** Steve Greenman [Case Manager/Family Support Court], Carol Bradway [Interstate Case Worker], Carol Rose [Accounting], Karen Sanchez [Case Manager], Jeremy Hogue [Friend of the Court], Angela Pelletier [Case Manager], Tracie Mullen [Enforcement Supervisor], Fran Boyle [Enforcement Specialist], Gretchen Osim [Accounting], Eric Salani [Case Manager] **Middle Row:** Amber Swift [Case Manager], Tammi Willoughby [Case Manager], Jeannie Binsfeld [Enforcement Specialist], Karen Grant [Interstate Case Worker], Julie Dubay [Case Manager], Danielle Rice [Front Desk] **Front Row:** Tina Braden [Enforcement Case Manager Assistant], Alisa Gallo [Office Manager], Jessica Schimpf [Case Manager], Jodi Simpson [Front Desk] **Not Pictured:** Martha Hornbaker [Case Manager], Devon Holmes [Case Manager], Olivia Adelaine [Front Desk], Hayden Howe [Front Desk], Sally Rath [Enforcement Specialist], Jayne Arnold [Case Manager Assistant], Jennifer Berryman [Case Manager], Jeanne Bredin [Front Desk]

The FOC's total revenue is composed of support judgment fees, custody and parenting time judgment fees, license reinstatement fees, support bench warrant fees, statutory service fees, grant funds, incentive payments, returns for IV-D services, program and non-program income. The total amount of support distributed includes child support, spousal support, extraordinary medical expenses and birthing costs.

*“I wanted to take a moment to let you know how impressed I was with FOC personnel during our first visit. They were kind, patient, helpful and understanding. And, during a time like this, those qualities are extremely appreciated. –FOC Client Abby P.”*



## **HONORABLE THOMAS G. POWER**

Judge Thomas Power was elected to the bench in 1992 and re-elected, after running unopposed, in 1998, 2004, 2010, and again in his last term - 2016. A Traverse City native, Judge Power attended Traverse City High School and received a degree in Economics, Phi Beta Kappa, from Carlton College. After attending the University of Michigan Law School, he received a Master's Degree in Taxation from New York University Law School before practicing law with the firm of Elhart & Power. He represented Leelanau, Grand Traverse and Kalkaska Counties in the Michigan State Legislature for 10 years and was a member of the Judiciary Committee. Judge Power previously served on the Grand Traverse-Leelanau Mental Health Board and was a member of the Traverse City School Board. Judge Power is a member of the Traverse City Rotary Club and is a pilot for the U.S. Coast Guard Air Auxiliary.

## **HONORABLE KEVIN A. ELSENHEIMER**

Judge Elsenheimer was appointed to the bench in 2017 and was elected to the bench in 2018 after running unopposed. He is a native of Traverse City and now owns the same East Bay Township farm where four generations of his family have lived. After receiving undergraduate degrees from Northwestern Michigan College and Michigan State University, the Judge attended law school at Wayne State University. He then served as an assistant prosecuting attorney in Antrim County before forming the firm of Young, Graham, Elsenheimer & Wendling, PC, based in Bellaire. While serving in the Michigan House of Representatives, Judge Elsenheimer was elected Assistant Speaker Pro Tem, Assistant Minority Leader, and Minority Leader. He chaired a standing Committee on Tort Reform and served on the Judiciary Committee. The Judge also served as Executive Director of the Michigan State Housing Development Authority, Chief Deputy Director of the Department of Licensing and Regulatory Affairs and Executive Director of the Michigan Worker's Compensation Agency.





## **HONORABLE NORMAN R. HAYES**

Judge Norman Hayes presides over all litigation involving guardianships, conservatorships, and estates in Antrim County. As Judge for the Family Division, he supervises all divorce actions, personal protection requests, juvenile delinquencies, and neglect and adoption proceedings. After earning his law degree from Thomas M. Cooley Law School in 1979, Judge Hayes served for 11 years as prosecutor and 10 years as a District Court Judge in Antrim, Ostego and Kalkaska Counties. Judge Hayes has served as a Director of the Michigan District Judges Association and a Director of the Prosecuting Attorneys Association. Judge Hayes has served as the Antrim County Probate and Family Court Judge since 2001.

## **HONORABLE LARRY J. NELSON**

Judge Larry Nelson oversees the Family/Probate Court for Leelanau County. The Judge presides over all litigation involving estates, guardianships, conservatorships and mental health commitments. In addition, he supervises all divorce actions, personal protection requests, juvenile delinquencies, and neglect and adoption proceedings. Judge Nelson received his undergraduate degree from the University of Michigan and his Juris Doctorate from the University of Toledo. Judge Nelson served as an assistant prosecutor in Oakland County and as a Leelanau County prosecutor. Prior to his election in 2010, Judge Nelson was a general practice attorney in Leland. He retired on December 31, 2018 after 8 years as Leelanau County Family Court Judge.



## **HONORABLE MELANIE D. STANTON**

Judge Melanie Stanton was elected to serve as the Probate Judge in 2012 and was assigned as the presiding Judge of the Circuit Court Family Division for Grand Traverse County. She was re-elected to the bench in 2018 after running unopposed. Judge Stanton presides over all probate cases and, as Family Court Judge, oversees cases involving abuse and neglect of children, juvenile delinquency, adoption, name changes, paternity and support, personal protection orders involving minors and divorces with minor children. Additionally, Judge Stanton presides over one specialty court; the Behavioral Treatment Court. Judge Stanton attended Henry Ford Hospital School of Nursing and received her undergraduate degree in nursing from Wayne State University. She earned her law degree from the University of Detroit School of Law in 1989.



# DOMESTIC RELATIONS JUVENILE REFEREES



*Kirsten Keilitz*

The Domestic Relations and Juvenile Referees for the Thirteenth Circuit Court are licensed attorneys who preside over abuse/neglect cases, juvenile criminal offenses, and all child-related issues in domestic relations cases in Antrim, Grand Traverse, & Leelanau Counties.

In 2018, the Referees conducted 46 custody hearings, 67 parenting time hearings and 38 child support hearings. Further, the Referees handled 59 other hearings including, but not limited to, change of domicile, change of residence, and Friend of the Court case closure.



*Stacey Truesdell*

# COURT REPORTERS



*Jessica Jaynes*

The Michigan Court Rules establish that each circuit court must have as many court reporters or certified court recorders as it has judges. Only certified reporters, recorders or voice writers may record or prepare transcripts of proceedings held in Michigan Courts or of depositions taken in Michigan. Certification is awarded after completing the testing process administered by the Court Reporting and Recoding Board of Review, with the assistance of the State Court Administrative Office.

Jessica Jaynes and Karen Copeland are the court reporters for the 13th Circuit Court and work in all three counties - Antrim, Grand Traverse, & Leelanau - to report judicial matters.



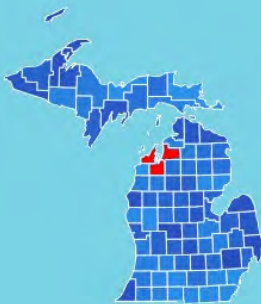
*Karen Copeland*

# CIRCUIT COURT ADMINISTRATOR'S OFFICE

The Circuit Court Administrator's Office is located in the historic Grand Traverse County Courthouse in downtown Traverse City covering Antrim, Grand Traverse, and Leelanau counties. Administrative team members have specific responsibilities and duties associated with their individual office positions, however, all staff members are cross-trained to assist the public if their colleagues are unavailable. The administrative staff members specialize in domestic relations and personal protection orders, domestic relations mediation, civil alternative dispute resolution, felony collections, and Circuit Court scheduling. The Court Administrator's staff have significant training and experience working for the state judicial system.



**From Left:** Brooke Bearup-DeBoer [Staff Attorney], Norma Sandelius [Circuit Court Specialist], Kayla Wagner [Circuit Court Specialist], Stacy Osborne [Circuit Court Specialist], Ariana Spafford [Circuit Court Specialist], Brandt Waldenmyer [Circuit Court Specialist], Jennifer Gurnoe [Circuit Court Specialist] **Seated:** Teri Quinn [Circuit Court Administrator], Trina Girardin [Deputy Circuit Court Administrator]



# CIRCUIT COURT DIVISIONS



**Front Row:** Sheryl Guy [County Clerk], Donna Rogers [Deputy Register], Melissa Titus [Deputy Clerk], Sandra Davids [Court Reporter/Judicial Secretary] **Back Row:** William Hefferan [Family Court Administrator], Todd Johnson [Security], Teresa Ankney [Probation Officer], Patricia Theobald [Probate Register], Kim Albert [Juvenile Register] **Seated:** Hon. Norman R. Hayes

## ANTRIM FAMILY DIVISION

In 2018, 112 new domestic relations cases were filed with the Antrim County Family Division. The total domestic relations caseload consisted of 157 cases, with the Court disposing of 105 cases. The total juvenile code caseload consisted of 40 cases. There were 34 new case filings: 26 delinquency cases and 14 child protective cases. The Court supervised one juvenile. In 2018, there were 19 children associated with new child protective filings. The Court served as the temporary legal guardian for one child. The Court finalized 17 adoptions, assisted with name changes for 9 individuals and processed 84 adult personal protection cases.



**From Left:** Joseph Povolo [Family Court Administrator and Volunteer Coordinator], Ryan Douglass [Substance Abuse Caseworker and Juvenile Probation Officer], Susan Richards [Probate Register], Cassidy Fisher [Youth Services Counselor], Josephine Lingaur [Juvenile Register], John Boonstra [Youth Services Counselor], Therese Larson [Juvenile Probation Officer] **Seated:** Hon. Larry J. Nelson

## LEELANAU FAMILY DIVISION

In 2018, 75 new domestic relations cases were filed with the Leelanau County Family Division. The total domestic relations caseload consisted of 110 cases, with the Court disposing of 83 cases. The total juvenile code caseload consisted of 59 cases. There were 55 new case filings: 52 delinquency cases and 3 child protective cases. The Court supervised 26 juveniles. In 2018, there were 4 children associated with new child protective filings. The Court served as the temporary legal guardian for 4 children. The Court finalized 2 adoptions, assisted with name changes for 3 individuals and processed 36 adult personal protection cases.

# CIRCUIT COURT DIVISIONS

## GRAND TRAVERSE FAMILY DIVISION

In 2018, 580 new domestic relations cases were filed with the Grand Traverse County Family Division. The total domestic relations caseload consisted of 978 cases, with the Court disposing of 749 cases. The total juvenile code caseload consisted of 295 cases. There were 230 new case filings: 158 delinquency cases, 5 traffic cases, 62 child protective cases and 5 personal protection actions. The Court supervised 70 juveniles. In 2018, there were 110 children associated with new child protective filings. The Court served as the permanent legal guardian for 21 children and the temporary legal guardian for 39 children. The Court finalized 30 adoptions, assisted with name changes for 26 individuals and processed 356 adult personal protection cases.

The Juvenile Probation Department made 2,068 probation contacts in 2018. These contacts included: conferences at the probation office, Juvenile Mental Health Court, Juvenile Drug Court, New Vision Academy, home and school visits, tether hookups, Wraparound and community meetings. The Juvenile Probation Department conducts a Risk Assessment for each youth to determine the level of service required to address his or her criminogenic needs – dynamic risk factors for delinquency.

Volunteer Services places community volunteers with children and adults who have come in contact with the Court for a variety of reasons. Programs provided by Volunteer Services include: Learning Partners, which matches adults as tutors/mentors with at-risk children; New Vision Academy, which keeps juvenile offenders busy and engaged during the summer by offering programs in art, drama, cooking and other areas; Citizen's Panel, which diverts first-time shoplifters from the Court, has volunteers monitor offenders and assist them in fulfilling a "Community Promise" over an 8-week period; transportation; guardianships and conservatorships.



**Back Row:** Janet Kronk [Neglect/Abuse], John Sabatini, Jr. [Probation Officer], Jeff Burdick [Probation Officer], Cheryl Goodwin [Chief Probation Officer], Kristyn Brendel [Judicial Assistant], Jennifer Weber [Program Manager], Matthew Ferguson [Probation Officer], Kris Randall [Family Division Administrator], Kelly Sarns [Juvenile Register]  
**Middle Row:** Jody Barton [Juvenile Administration], Kathy Nixon [Volunteer Services Administration], Holly Davison [Collections], Meghan Schuur [Volunteer Coordinator], Heather Prevo [Probation Officer] **Seated:** Bobbie Lynn Sherman [Scheduling], Hon. Melanie D. Stanton, Laura Shumate [Learning Partners Coordinator]

# CIRCUIT COURT DIVISIONS

## COURT-APPOINTED SPECIAL ADVOCATES (CASA)

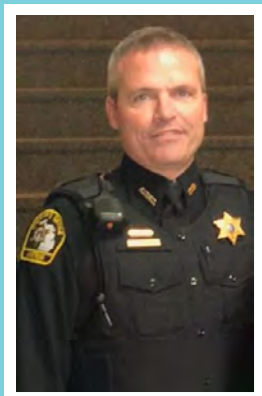
CASA volunteers (through Circuit Court Family Division) are advocates for children who have been removed from their home due to child abuse or neglect. These specially trained volunteers visit with the children, parents, family



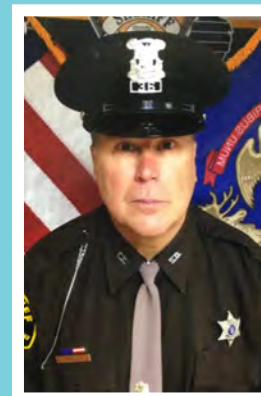
members, teachers, agency workers, day care workers, therapists, attorneys, and anyone else who can share personal knowledge of the children. CASAs are the court's eyes and ears; they attend court hearings and submit reports with recommendations regarding permanency for the child(ren). This role requires an extensive training that takes place each spring.

## 13TH CIRCUIT COURTHOUSE SECURITY

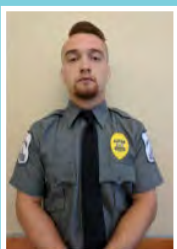
The three courthouses each have their own security. Antrim County Courthouse and Leelanau County Courthouse each contract an employee from the Sheriff's Department. Grand Traverse County Circuit Courthouse contracts with STT Security as of July 1, 2018.



ANTRIM: Todd Johnson



LEELANAU: Ken Lady



Matt Elliot



Dale Barker



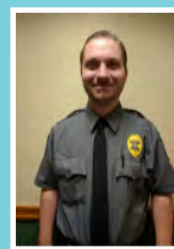
Mark Rocheleau



Vickie Gleich



Kirr Guadagno



Jared Jensen



Lamart Burres

GRAND TRAVERSE: STT Security

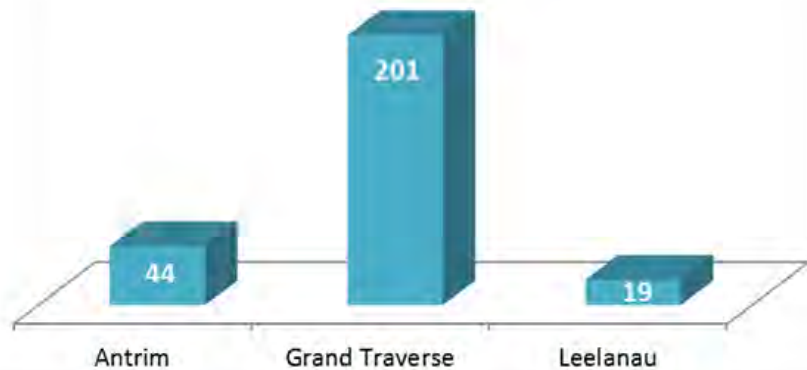
# CIRCUIT COURT DIVISIONS

## MICHIGAN DEPARTMENT OF CORRECTIONS PROBATION AND PAROLE

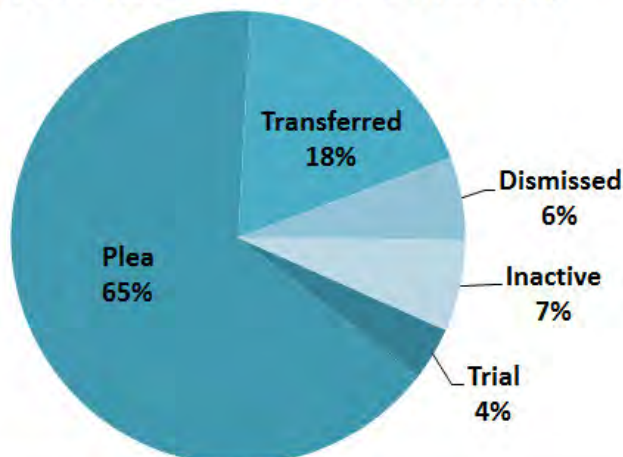
As employees of the Michigan Department of Corrections (MDOC) assigned to local courts, staff supervise convicted offenders rising within the Thirteenth Circuit Court's jurisdiction. The probation/parole staff maintain close working relations with court personnel, law enforcement, Community Corrections, and many other areas partners to ensure offenders are well supervised and to assure public safety. In 2018, the MDOC was partially staffed with nine agents and two secretaries covering the tri-county court. The MDOC averaged a caseload of 450 cases per month between the three counties in 2018, specifically 68 cases in Antrim County, 342 cases in Grand Traverse County and 40 cases in Leelanau County. In addition to supervising MDOC clients, each probation/parole agent must complete a Pre-Sentence Investigation Report (PSIR) for every Circuit Court conviction as well as supplemental reports for follow ups. The PSIR includes the scoring from Sentencing Guidelines and a detailed summary of the individual's history which is then used by the Circuit Court Judges as a tool to assist in determining the appropriate sentence for the crime committed and the specific individual offender. In 2018, 264 new PSIRs were written for the Thirteenth Circuit Court.

**197 DEFENDANTS  
WERE DISCHARGED  
FROM SUPERVISION  
IN 2018**

**PSIRs COMPLETED - 2018**



**CRIMINAL DISPOSITIONS - BY METHOD**



**MDOC AVERAGED A  
CASELOAD OF 450  
CASES PER MONTH  
IN 2018**

# CIRCUIT COURT DIVISIONS

## MICHIGAN DEPARTMENT OF CORRECTIONS PROBATION AND PAROLE



**Back Row:** Cynthia Patrick [Grand Traverse County], Andrew Moeggenborg, [Grand Traverse County], Matt Koenig [Grand Traverse County], Chuck Welch [Field Supervisor], Chris Bearup [Antrim County] **Front Row:** Deanna Wilson [Grand Traverse County], James Monette [Grand Traverse County], Jo Meyers [Grand Traverse County & Leelanau County], Thomas Chapman [Grand Traverse County], Amanda Flynn [Grand Traverse County] **Inset:** Damon Herman [Grand Traverse County] **Not Pictured:** Christa Gaugler [Antrim County]

*My client completed the PRS program, then completed outpatient treatment and continues to attend AA meetings. The defendant was reduced to report to MDOC every other month and has been violation free since his return to the community. He has paid his balance in full towards all court costs and fines and continues to show success on supervision.*

*-Agent C. Bearup*

# ACCOMPLISHMENTS & HIGHLIGHTS

## RETIREMENTS



*Hon. Larry J. Nelson  
Retired after 8 years as Leelanau Family & Probate Judge*

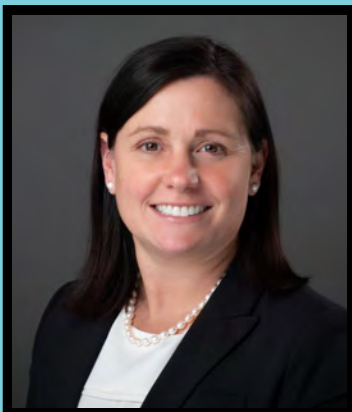


*Martha Hornbaker  
Retired after 15 years with Friend of the Court*



*Patricia Theobald  
Retired after 35 years with Antrim Family Division*

## RECOGNITION



**On December 6, 2018, the Circuit Court Judges appointed Noelle Moeggenberg as the new Prosecuting Attorney for 2019. Noelle has been with the Grand Traverse County Prosecuting Attorney's Office for 20 years.**

**SERVICE ANNIVERSARIES**



35

*Patricia Theobald, Antrim Family Division*

30

*Joseph Porolo, Leelanau Family Division*

25

*Hon. Thomas G. Power, 13th Circuit Court*

20

*Jayne Arnold, Friend of the Court*

15

*Fran Boyle, Friend of the Court*  
*Jeremy Hogue, Friend of the Court*  
*Tracie Mullen, Friend of the Court*  
*Martha Hornbaker, Friend of the Court*

10

*Kathy Nixon, Grand Traverse Family Division*  
*Stacy Osborne, Circuit Court Administrator's Office*

5

*Amber Swift, Friend of the Court*  
*Amy Tulpa, Friend of the Court*  
*Jody Barton, Grand Traverse Family Division*  
*Brandt Waldenmyer, Circuit Court Administrator's Office*

# ACCOMPLISHMENTS & HIGHLIGHTS



## **Madeleine Thomas Award**

The GTLA annually presents the Madeleine Thomas Award in recognition of a recipient's exemplary contributions to the cultural, economic and social betterment of the local community. The Award honors Madeleine Thomas, a local attorney who worked tirelessly for various social service agencies. Madeleine distinguished herself through her devotion to public service and as an advocate for women and children. The Award serves as a reminder that the practice of law and the pursuit of justice often require more than mere advocacy. The 2017 recipient of the Madeleine Thomas Award was

**BRENDA QUICK.**



## **Kimberly M. Cahill Bar Leadership Award**

The State Bar of Michigan presents this award to a recognized local or affinity bar association, program or leader for excellence in promoting the ideal of professionalism or equal justice for all, or in responding to a compelling legal need within the community. The Award was established in memory of Kimberly M. Cahill, a previous president of the State Bar of Michigan. These roles displayed her commitment to the highest ideals of professionalism and community service, focusing on equal access to justice for all. The 2017 recipient of the Kimberly M. Cahill Bar Leadership Award was the

**WOMEN LAWYERS ASSOCIATION OF MICHIGAN.**



## **Jo Bullis Pro Bono Award**

In 2004, the Law Enhancement Access Project (L.E.A.P.) created a Pro Bono Award in an effort to recognize and promote the pro bono work performed by local attorneys. Since 2007, the GTLA has presented the Award, on behalf of L.E.A.P., at its Spring Dinner. In 2015, the Award was renamed the Jo Bullis Pro Bono Award, in honor of a local attorney who was actively involved in pro bono work and who established a partnership with Legal Services of Northern Michigan, the Family Court, the GTLA and the Women Lawyers Association to host free legal clinics. The 2018 recipient of the Jo Bullis Pro Bono Award was

**MICKI JANNAZZO.**

## MiFILE: 13TH CIRCUIT COURT CHOSEN AS PILOT COURT

The State Court Administrative Office and ImageSoft initiated efforts to transition five e-Filing pilot courts, the 13th Circuit Court being one, to the MiFILE system. To establish a framework for expanding MiFILE to all courts, SCAO recommended court rule amendments fundamental to the use of MiFILE and an e-Filing environment. These rules were adopted by the Supreme Court and are effective January 1, 2018.

2018 was our first full year under the new MiFILE e-filing system. The 13th Judicial Circuit Court e-Filing program transitioned to MiFILE, Michigan's statewide e-Filing program sponsored by the SCAO. MiFILE utilizes TrueFiling, a 24x7 web-based e-File and e-Service solution for courts, law firms, attorneys, and self-represented filers.

E-Filing is the technology that allows litigants to electronically file case documents, such as pleadings, motions, and petitions. Courts across the country who have adopted this technology have improved service to the public, made access to courts easier, provided flexibility to litigants, and become more efficient through electronic receipt, processing and storage. The purpose of this system is to provide litigants the means to electronically file documents in any Michigan court, 24 hours a day, without traveling to a courthouse and waiting in line. It also provides litigants a means to serve one another with documents and to electronically receive notifications and documents from the courts.



### Michigan's Statewide e-Filing Initiative

Sponsored by the State Court Administrative Office



THERE WERE 22,566 E-FILINGS IN THE 13TH CIRCUIT COURT IN 2018.



10,721 ATTORNEYS USED MiFILE IN THE 13TH CIRCUIT COURT IN 2018.



7 PRO SE LITIGANTS USED MiFILE IN THE 13TH CIRCUIT COURT IN 2018.

“ Truefiling has self-amortized itself within the first three years with a 66% reduction in hard costs such as paper, toner, postage, labor and copying.

—Former 13th Circuit Court Judge Philip E. Rodgers, Jr., MiFILE Pilot Court





# Leelanau County 2018–2019 ANNUAL REPORT

[msue.msu.edu](http://msue.msu.edu)



## FROM THE DISTRICT DIRECTOR:

I'm delighted to share the results of another successful year of partnership between Leelanau County and Michigan State University (MSU) Extension. Because of your continued support, we've been able to make a difference in the lives of youth, families, businesses and communities.



MSU Extension offers a broad range of research-based educational services to county residents. Over this past year, we've empowered families and individuals to live healthier lives, supported new and local businesses, created opportunities for youth leadership development and career exploration, helped farmers with business management and mental health, and much more. Our staff live and work alongside county residents, are rooted in community relationships and are responsive to community needs.

This year, we've also welcomed Leelanau County residents into our online community: we've offered online educational courses, answered questions on topics ranging from gardening to food safety, raised program awareness through social media and provided a library of research-based resources they've browsed on our website.

Our partnership with you makes this all possible. On behalf of the MSU Extension team serving Leelanau County, thank you for another great year. We look forward to your continued support and hope you'll be able to join us during one of our upcoming programs.

Jennifer Berkey

*Jennifer Berkey*  
District 3 Director

## CONTACT US:

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Suttons Bay, MI 49682

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Email: [msue45@msu.edu](mailto:msue45@msu.edu)

Web Address: [msue.msu.edu/leelanau](http://msue.msu.edu/leelanau)

## STAFF HOUSED IN LEELANAU COUNTY:

**J Robert Serrine, PhD**  
Community Food Systems Educator  
serrine@msu.edu

**Thomas Todaro**  
Viticulture Educator  
todaroth@msu.edu

**Rosali Collier**  
4-H Program Coordinator  
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**Nathaniel Walton, PhD**  
Consumer Horticulture Pgm. Instructor  
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**Annette Kleinschmit**  
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**Brigid Hart**  
4-H Assistant  
bhart@msu.edu

### Horticulture Research Center:

**Nikki Rothwell, PhD**  
Center Coordinator, District IPM  
Educator  
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**Emily Pochubay**  
Fruit IPM Educator  
pochubay@msu.edu

## MEASURING IMPACT:



MSU is an affirmative-action, equal-opportunity employer, committed to achieving excellence through a diverse workforce and inclusive culture that encourages all people to reach their full potential. Michigan State University Extension programs and materials are open to all without regard to race, color, national origin, gender, gender identity, religion, age, height, weight, disability, political beliefs, sexual orientation, marital status, family status or veteran status. Issued in furtherance of MSU Extension work, acts of May 8 and June 30, 1914, in cooperation with the U.S. Department of Agriculture. Dr. Jeff Dwyer, Director, MSU Extension, East Lansing, MI 48824. This information is for educational purposes only. Reference to commercial products or trade names does not imply endorsement by MSU Extension or bias against those not mentioned.

# DEVELOPING YOUTH AND COMMUNITIES

Michigan State University Extension 4-H program youth participants learn life skills through hands-on experiences, with the guidance of caring adult volunteers and teen leaders. These life skills prepare them for the workforce—especially careers in science, technology, engineering, the arts, and mathematics (STEAM). Extension programs help children develop early literacy skills that support school readiness. In 4-H they learn and practice leadership and decision-making abilities that increase their likelihood of becoming civically active. 4-H'ers demonstrate fewer high-risk behaviors, such as drug use, and they learn to complete tasks, solve problems, and are more likely to seek help from peers and adults when needed. This ensures that more young people succeed in school, attend college, and contribute positively to their counties. Having successful young people results in greater tax revenues and consumer spending, while increasing the likelihood that young people will stay in, or return to, their communities.



## 4-H Youth & Adult Volunteers Inspire Each Other

Leelanau County youth and volunteers benefit greatly from the exciting 4-H programs offered close to home. This last year, youth ages 5-19 were inspired to grow through a wide variety of 4-H learning experiences under the guidance of their caring 4-H leaders. 4-H offered everything from traditional clubs, after-school clubs, special-interest clubs, and academic enrichment opportunities, to educational events, workshops, community outreach, and camps.

- The Leland 4-H Lego Robotics Club was provided with a new iPad to help with club programming, as well as a new Lego Robotics kit, and held a long session spanning several months after school. The 14 members were able to work on programming their robots, added to their knowledge through teamwork, and then celebrated with an awards celebration.
- The Northwest MI 4-H Shooting Sports Club continued to grow in Leelanau this year, with 18 members and two adult volunteers, and one teen leader taking part in the fall session at Myles Kimmerly. One of the biggest assets for this traveling club is their new shooting sports trailer, purchased in part with a generous grant from the Rotary Club of Suttons Bay. The trailer allows for easy storage of equipment as well as the chance for the club to have sessions in both Leelanau and Grand Traverse counties, benefiting multiple youth year-round.
- The Leland Lego Club for youth in kindergarten through third grade met after school for several weeks, building amazing structures and working together to create new designs. They were provided with new Lego bricks as well as building plates. 29 youth attended this popular club.



## Developing Youth and Communities, continued

- 48 local youth learned responsibility through our Snowmobile Safety and Tractor Safety programs. We added a second Tractor Safety session this June (held in Northport) at the request of one of our local orchard owners.



MAUD Squad 4-H  
Science Club Biochar  
Experiment

- The 4-H Ski and Snowboard Program had 107 youth and 18 adult volunteers participate this year to promote healthy living and focus on building skills and camaraderie. The Homestead has continued its partnership with Leelanau 4-H (19 years) to help bring this outdoor opportunity to local youth.



- The 4-H MAUD Squad after-school science club held two separate sessions at both the Suttons Bay Elementary School and at the Heritage Library in the Educational Center in Peshawbestown. This is due, in part, to the successful partnership between Suttons Bay, Leelanau 4-H, and the Grand Traverse Band of Ottawa and Chippewa Indians. Youth members were able to use their stereomicroscopes as part of teams, conduct a variety of experiments ranging from sound waves to bubble knowledge through teamwork, and then celebrated with an awards celebration.



2019 Leelanau County  
4-H Babysitting Club  
Awards Celebration

- The Leelanau County 4-H Babysitting Club partnered again in its second year with the Suttons Bay Bingham Fire and Rescue Department to provide 6 sessions of training, using MSU Extension curriculum and working with the Fire Chief to provide CPR/First Aid Training and certification to all of the 14 participants. This year, club leaders worked alongside a teen leader, adapting the curriculum and creating a more hands-on approach to the lessons for youth. Members ranged in age from 11 through 15, and joined in from 3 counties and 6 different schools.

- As part of the new Leelanau County Substance Abuse Coalition, Leelanau 4-H worked with Laurie LaCross and her facility dog, Gunther, to provide programming for younger youth at Glen Lake Community School, reaching over 180 youth (preschool through third grade) with games, an activity, and a chance to have a photo with Gunther.

- Leelanau County livestock clubs took part in teaching and guiding 2 separate educational sessions for a five-county group of youth and volunteers preparing for this year's Fair.

- Two species-specific educational sessions for beef and swine were hosted this year at the Government Center for Livestock Council youth, adults, and volunteers. Over 170 people attended these two sessions, and youth were able to benefit from the knowledge provided by an MSU veterinarian and MSU Extension animal science educator.



## Developing Youth and Communities, continued

- Horse Camp was a very popular draw for young equestrians, and the award-winning leader, Eleanor Miller, and her 4-H teen leaders provided a week-long session filled with learning and fun, culminating in a choreographed horse show for families.
- New this year, in partnership with the Maritime Heritage Alliance, Leelanau 4-H offered a “Sail Champion Camp” to 6 local youth, as well as one adult 4-H volunteer. This provided teens the chance to learn sailing skills on a traditional, 39-foot sailing vessel and be a part of the crew, helping to provide life skills, especially resiliency and teamwork.

## Community Service and Outreach are at the Heart of 4-H

Through its famous pledge of “my hands to larger service,” 4-H has historically given back to the community by encouraging members to volunteer. Leelanau County 4-H’ers participate in numerous relevant service projects each year.

- Work bees at the Fairgrounds prepare youth for over 50,000 visitors each summer.
- Gotta Lluva Cool Critter 4-H Club took on the task of teaching sessions to over 300 Livestock Council youth members and adult volunteers, creating a resource on writing record books, as well as a buyers’ letter-writing guide for members to use this year, and then having all of the club members take turns teaching in stations, showing what they have done over the years to make their record books and buyers’ letters high-quality and award-winning.
- Northern Nature Nutz 4-H Club saw the great need for their young new club members to learn some showmanship skills prior to Fair, and asked to have teen leaders from Gotta Lluva to teach these skills for a club poultry clinic. This partnership was apparent earlier this year when the clubs joined together at a local senior care facility to provide an ice cream social and community service experience.
- Leelanau County 4-H clubs committed to local outreach during Cherry Festival week by volunteering their time to show their animals and communicate with hundreds of visitors during the Orchard Tour and More event held at the Northwest Michigan Horticulture Research Center. This provided timely practice for Fair, and it was a wonderful way to show off the skills of these youth as they worked with their livestock projects. New this year, the Commodity Carnival, a booth run by 4-H teen and adult volunteers, was set up during the tour, providing a chance to learn about risks taken (and benefits gained) by youth in raising animals for auction. More than 600 people were reached in 4 days. These community service projects were truly an enriching experience for all and a positive example of the 4-H pledge!

**26** Leelanau County  
 **4-H teenagers**  
have been  
awarded   
**\$2,000**  
**Scholarships**  
 to MSU in the  
last **10** years

## Developing Youth and Communities, continued

### 4-H4All Outreach Event

The inaugural 4H4All event, held at the Maple City Lions Club, brought together 8 local 4-H clubs, multiple visitors, and members of the Leelanau County 4-H Youth Association, the local council for 4-H programming. The clubs that participated brought multiple animals, indoor and outdoor activities ranging from crafts to cleaning saddles, and pictures of their past club activities. There were prizes, giveaways, a 4-H slideshow, lunch, and a fun sledding party for all of the volunteers afterwards. The council plans to organize this event again, as it brings a chance for clubs to show what they do each year in a “mini-expo” format.

### Partnerships with Local County Schools and Libraries

Leelanau 4-H had a presence at 3 school farm markets this year, reaching over 950 youth from Leelanau Montessori Public School Academy, Leland Public School, Suttons Bay Public Schools, and Northport Public School. Students, teachers, and community members were able to sample and purchase a variety of locally-grown fruits, vegetables, and other products. The MSU Extension “smoothie bike” even allowed students to convert their own pedal power into a delicious and nutritious beverage.

MSU Extension was invited to provide outreach at the Glen Lake Community School PTO Wellness Fair this year, and Leelanau 4-H joined with Caitlin Lorenc (Community Nutrition Instructor) to provide healthy living and food nutrition activities and education, as well as free giveaways, to over 200 youth and adult visitors.

Leelanau 4-H partnered with the Suttons Bay Bingham District Library to provide the annual summer reading kick-off party again this year, with multiple 4-H volunteers (including youth volunteers) running stations for about 80 youth and adults, including hissing cockroaches, water safety, bird feeders, and crafts. This popular event is a great showcase for our local programming, and it’s a wonderful way to promote the power and joy of reading!

### 4-H’ers Explore Our Great Outdoors!

Leelanau County 4-H’ers and volunteers kept busy this year exploring, playing, and working at the Leo Creek Preserve in Suttons Bay. Two events were held at the property, allowing youth and adults to learn about natural resources and enjoy some adventures outdoors. The first was the inaugural Earth Day at Leo Creek event, with 8 different entities working together to celebrate Earth Day and provide learning activities and environmental outreach. Over 30 youth and adults visited the site and took part in programming.



Kids in the Quinzee at the 4H4All Event



## Developing Youth and Communities, continued

Thirty eighth-grade youth from Traverse City Middle School came for the annual Greenagers community service event. Students and adult volunteers from all over the county worked at different stations throughout the day to plant and water flowers and herbs, lay down wood chips for a large path, spread compost, weed existing beds, and dig post holes for new fencing on site. The youth were able to see the immediate effects of their hard work, and many talked about coming to the site with their families.

### “Explored More” at This Year’s 4-H Exploration Days

60 youth and 15 adult volunteers from Leelanau County enjoyed countless amazing activities and educational sessions during the annual 3-day “4-H Exploration Days” event on the MSU campus in East Lansing. This year’s theme was “More to Explore.”, and was also a 50th anniversary celebration of this popular event. From crafts to Quidditch, to science and agriculture, over 200 sessions were offered that suited everyone’s interests, including the updated technical option for an online scavenger hunt that youth could play using their phones. During free time, Leelanau County youth and adults were treated to special “behind-the-scenes” tours, on-campus entertainment, and recreational activities like bike tours of campus and ice-skating. Our Leland school buses were visible all over campus as our drivers provided field trip and shuttle bus rides throughout the event. 4-H Exploration Days is always a highlight on the calendar—a valuable opportunity for young people to sample a major university and have a life-changing experience.

### Leelanau County 4-H: Achieving Goals at Fair

The Northwest Michigan 4-H Livestock Council held its 46th Annual 4-H Livestock Auction on August 9, 2018 during the Northwest Michigan Fair.

Leelanau County youth were winners at Fair this year: 5 youth won Grand Champion and Reserve Grand Champion ribbons with their animals.

### Northwestern Michigan Fair 4-H Auction:



- 360 local 4-H youth (ages 9-18) participated in the auction for 2018.



- Gross sales from the auction totaled \$642,097



- 1,100 local 4-H youth registered and participated in the 4-H Livestock Council program in 2018.



- Animals donated to local food pantries/ charities: 18 Swine, 4 lambs, 1 goat. Live weight of animals donated totaled 5,184 pounds.



# KEEPING PEOPLE HEALTHY & ENSURING SAFE FOOD

When you support MSU Extension, you help participants learn safe food handling practices, increase their physical activity and improve the quality of their diets. Extension programming also helps decrease incidents of violence and bullying. Encouraging these healthy behaviors helps reduce food and health care costs by helping prevent chronic health conditions and providing safe environments throughout a person's life span.

## Fostering Health through Nutrition and Physical Activity

### Our Challenge

Obesity has important consequences on our nation's health and economy. It is linked to a number of chronic diseases including coronary heart disease, stroke, diabetes, and some cancers. Among adults, the medical costs associated with obesity are estimated at 147 billion dollars. According to The State of Obesity: Better Policies for a Healthier America released in 2017, Michigan has the 10th highest adult obesity rate in the nation. Michigan's adult obesity rate is currently 32.5 percent, up from 22.1 percent in 2000 and from 13.2 percent in 1990.

### Healthier Lives through Nutrition Education

MSU Extension supports individual and community level, or public health approaches, to prevent obesity. Through the USDA Supplemental Nutrition Assistance Program Education (SNAP-Ed), we provide exemplary nutrition and physical activity education for limited resource participants where they eat, learn, live, work, play, and shop. Program and outreach efforts aim to increase the likelihood that limited resource youth, adults and seniors can make healthy food choices within a limited budget and choose physically active lifestyles consistent with the Dietary Guidelines for Americans.

There have been notable successes because of our direct education in the community. Community Nutrition Instructor Jane Rapin uses evidence-based curricula to reinforce healthy eating and physical activity promotion among limited resource youth, adults and seniors throughout Leelanau County. One of several partners includes the Leelanau Christian Neighbors Food Pantry. Jane facilitates regular education at the pantry that highlights healthy food choices and ways to integrate and use pantry offerings at home. One of the healthy staple ingredients includes brown rice. Jane used brown rice in a vegetable stir-fry and noted how many people enjoyed the brown rice and their interest in trying at home. Hearing input from participants such as, "I will make sure to get these

### Nutrition Education Participants:



## Keeping People Healthy, continued

ingredients from the pantry today to make this recipe from my family,” and “I love this recipe” help further our knowledge of what is relevant information and affirms our commitment that this effort adds an enriching learning experience to the pantry experience.

### Making the Healthy Choice Easier - Supporting Changes to Policies, Systems, and Environment (PSE)

MSU Extension works to create a culture of health and wellness by providing coaching at the organization level. We provide technical assistance in assessing the environment, including policies and the physical space, creating an action plan, and implementing the action plan to work towards best practices related to nutrition and physical activity.

The school environment has shown to be a ripe opportunity to make meaningful impact. As the places where children spend much of their time and often eat at least half of their calories, schools are a primary driver in young people’s knowledge of, attitudes about, and access to food.

In partnership with the United Dairy Industry of Michigan, MSU Extension facilitates **Fuel Up to Play 60**. This initiative is an in-school nutrition and physical activity program launched by the National Dairy Council and the NFL, in collaboration with the USDA, to help encourage today’s youth to lead healthier lives.



### Connecting kids to healthy food in schools – FoodCorps service

MSU Extension serves as one of six FoodCorps service sites in Michigan. FoodCorps is a national organization working to connect kids to healthy food in school, so they can lead healthier lives and reach their full potential. Service members support Farm to School strategies through delivery of hands-on nutrition and food systems education in classrooms, support healthy school meal, and work with the whole school community to support a school wide culture of health. Throughout the last year, MSU Extension’s FoodCorps service member Erin Baumann has served Suttons Bay Elementary School. Throughout the 2018-19 academic year, Erin has taught over 30 hands-on lessons to 40 students in 2 classrooms, facilitated two continuous groups of “cooking club” and exposed all school students and staff to 9 cafeteria taste tests. In addition, Erin provided critical support to school cafeteria staff to support their implementation of the 10 Cents a Meal grant, which aims to provide additional access to local and Michigan grown produce through school meals.

MSU Extension is thrilled that Erin has accepted a 2nd and final service term as a FoodCorps service member and will continue to serve in partnership with Suttons Bay Elementary and the greater



**“The cooking club you are leading is helping our 5th graders learn cooking skills. These are kids likely cooking for their families at home. This wouldn’t be possible without FoodCorps.”**

**-Suttons Bay Elem. Intervention Specialist**





## Keeping People Healthy, continued

Suttons Bay community. In addition to her continued service, Erin was awarded a competitive opportunity through FoodCorps to support a pilot initiative aimed at increasing student enjoyment in the cafeteria by promoting student voice and choice. This effort will be completed in partnership with staff and students from the school. Suttons Bay Elementary will be awarded funds to be directed to the cafeteria in support of the goal.

### Social Emotional Health

Promoting health and well-being includes understanding important connections between physical, mental, social and emotional health. Social and emotional health encompasses forming and maintaining satisfying and healthy relationships, taking another's perspective, resolving interpersonal conflict, feeling capable and whole, expressing emotions, navigating stress, having supportive relationships, and having a positive sense of self. As is true for all aspects of human development, social and emotional health must be addressed across multiple levels, including the personal, interpersonal, institutional and cultural levels.

#### Stress Less with Mindfulness

Mindfulness means paying attention to the present moment without judgement. Research has shown that practicing mindfulness is effective in reducing stress-related symptoms such as worry, depression and physical tension, and may be helpful in managing chronic conditions such as cardiac disease and diabetes. By offering people of all ages alternative ways of relating to life experiences, including thoughts, emotions, physical sensations and events, Stress Less with Mindfulness teaches and encourages the use of mindfulness self-care skills to help one feel better and enjoy life more.

In 2018, Social Emotional Educator Patty Roth collaborated with the Traverse Bay Area ISD to offer 5 Stress Less with Mindfulness Series. Over 100 students from the Life Skills Center participated in Stress Less classes. The Life Skills Center serves students age 16-26 with moderate to severe cognitive impairments, emotional impairments or autism. The students in this class often work with outside agencies to gain skills that will assist them with independent living.

Simultaneously, 12 teachers from the Life Skills participated in their own Stress Less with Mindfulness classes to practice mindfulness and support and learn new skills to support their own self-care efforts as well as incorporate into their classrooms.

At the conclusion of the school year, a final presentation of Mindfulness was conducted with the TBAISD for 65 students and staff as they set off into their summer. Prior to the sometimes stressful holidays, Patty was invited back to teach a self-care workshop for 52 students and staff to refresh their skills in managing stress through mindfulness.

## Keeping People Healthy, continued

**RELAX: Alternatives to Anger** is an educational program that actively engages participants to gain knowledge and skills to constructively deal with anger. The core concepts include recognizing anger signals, empathizing, listening, accepting that others' anger is not about you, and letting go of the past in order to maintain a present perspective. Participants learn to better manage their anger and stress at home, in the workplace, and in school. In 2018, two RELAX series were conducted in Leelanau County.

These two classes held weekly March through May were taught to 36 TBAISD Life Skills students and their teachers. Participants left with improved knowledge or new skills designed to promote social and emotional well-being with others in their lives and immediate social environments.

### **Weathering the Storm in Agriculture: How to Cultivate a Productive Mindset**

Numerous factors may cause stress for farmers. Many farmers face financial problems, price and marketing uncertainty, farm transfer issues, production challenges and more. Farmers and their families may struggle with stress, anxiety, depression, burn out, indecision or suicidal thoughts. This workshop was designed to help participants understand the signs and symptoms of chronic stress and includes resources about how to handle stress for a more productive mindset on the farm.

In 2018, 85 fruit producers learned to:

- Identify stress signs and symptoms.
- Practice three everyday strategies for managing stress
- Find out where to go for additional help and resources
- Make an action plan for managing stress



### **Mindfulness Training Participant Outcomes:**

- **95% are more positive about dealing with stress in their lives by using mindful tools**
- **99% now use mindful breathing to calm themselves in the face of stress**

### **As a result of the RELAX program:**

- **92% now work hard to be calm and talk things through**
- **81% can now identify their anger triggers**

# SUPPORTING AGRICULTURE & AGRIBUSINESS

When you support MSU Extension, you help participants learn profitable and efficient business and production practices.

The 2018 O&V Show reduced risk and improved efficiency in vineyards and wineries with approximate annual total crop values of **\$2.4M** and wine values of **\$18M**.

## Supporting Fruit Production

The 2018 Northwest Michigan Orchard and Vineyard Show attracted 305 participants over the course of the two-day educational program held at the Grand Traverse Resort in Acme, Michigan. This meeting was a collaborative effort among the Grand Traverse Fruit Growers' Council, Parallel 45, the Cherry Marketing Institute, and MSU Extension and AgBioResearch. The 2018 show provided producers with the latest in fruit-related research and extension including research updates for tart cherries, sweet cherries, apples, wine grapes, and berry crops that addressed production and marketing. Topics included spotted wing drosophila (SWD) monitoring and management strategies, opportunities for fresh market sweet cherries, trends on cherry imports, worker protection standards, farm transition, labor, fire blight, plant growth regulators, pollination, and emerging pests. The show was a great success and attendees provided many positive comments and feedback. Each year the show is supported by many local, statewide, and national sponsors. This program was coordinated and hosted by Emily Pochubay, Nikki Rothwell, Erwin "Duke" Elsner, and Thomas Todaro. These Educators also provided presentations in their respective areas of expertise.

### Wine Grapes

Over 120 grape and wine producers, both locally and across the state, attended the Orchard and Vineyard Show to hear the most recent information from a mix of in- and out-of-state researchers on techniques to improve wine quality, expand vineyards with new cultivars, disease management considerations, improve fruit quality and reduce insect damage, and guidance towards sustainable practices.

Of these wine grape attendees, 105 filled out assessments and represented approximately 1,300-1,500 acres of *Vitis vinifera* grapes which has an estimated annual crop value of \$5 million, and wine value of \$37 million in the Northwest region. A post-event survey revealed 80% of attendees have used the information to manage insects, 82% improved yield, 73% minimized crop damage, and 85% used the information to make post-harvest management decisions, i.e., fermentation and enological decisions.



- 11 viticulture and enology events held with 700 attendees



- \$201,000 of added grape harvest production established in Leelanau County



- 900 grapevines comprised of 6 cultivars maintained at Research Center



- Production efficiency increased and risk reduced on 783 acres, for total value of \$2.6 million

## Supporting Food and Agriculture, continued

### Tree Fruits

Tree fruit integrated pest management works toward optimizing economic and environmental sustainability for orchard growers. The seminar series, “2018 IPM Updates,” was coordinated and hosted by MSU Extension Educator, Emily Pochubay, and provided tree fruit producers and crop consultants in northwestern lower Michigan with timely pest and disease information related to fruit production during the 2018 growing season. 32 seminars were held during the 2018 growing season. Each seminar was a two-hour session in which educational information such as factsheets, articles, presentations, and quizzes were presented by Emily Pochubay and invited speakers. Over the course of this program, Pochubay hosted 454 participants comprised primarily of NW MI fruit growers and local crop consultants. A post-series survey polled 48 participants who represented approximately 1,576 acres of apples and 7,413 acres of cherries in NW MI. All participants reported that attending IPM Updates improved their knowledge of practices that helped them to reduce production risks.

### Saskatoon Berries

Duke Elsner continued to work on the establishment of a planting of “Novel Berries” at the Northwest Michigan Horticultural Research Center in 2018. This project now includes six varieties of Saskatoon berries, nine varieties of haskaps, four varieties of goji berries, and two varieties of aronia berries. Pesticide recommendations for Michigan Saskatoon growers were updated for the annual edition of the Michigan Fruit Management Guide, Extension Bulletin E154.

### Native Pollinator & Monarch Butterfly Conservation

Duke Elsner provided educational programming on native bees, butterflies and other insects several times during 2018. Audiences included garden clubs, conservation organizations, and elementary schools. A Pollinator Health meeting was held in April, bringing together representatives from public and private organizations, agriculture and the general public to discuss pollination-related issues in the Grand Traverse region. Duke also wrote a “Pollinator Outlook” for the Grand Traverse Business Journal annual outlook that was published by the Record Eagle in November.

### Home Horticulture

MSU Extension Consumer Horticulture Program continues to serve county residents with educational programming, garden and landscape diagnostic services and horticultural projects. Through volunteer outreach, Extension Master Gardener Volunteers share science-based gardening knowledge and engage citizens and empower communities in environmentally responsible gardening practices, improving food security, improving community, and developing youth through gardening.



## Supporting Food and Agriculture, continued

### Master Gardener Volunteer Program

Presently, there are a total of 46 Master Gardener Volunteers working in Leelanau County. In the past year, Master Gardeners volunteered 1,328 hours on projects in Leelanau County; work that can be valued at \$33,796. The bulk of the hours volunteered were in projects benefiting the community like environmental stewardship, youth gardening, Leelanau County Government Center native plant gardens, community beautification and food, security and hunger support. In total, there are 16 active Master Gardener projects in the county, including 6 new projects added for 2019. The three food donation gardens served by Master Gardeners in Leelanau County – Leelanau Christian Neighbors, Buckets of Rain, and the Grand Traverse Band Community Gardens, together donated over 500 lbs. of produce this year.

One particularly successful and impactful Master Gardener Volunteer Project is the Leelanau Christian Neighbors food pantry garden in Lake Leelanau. The LCN garden provides a site for local residents to learn about vegetable production by volunteering to help Master Gardener volunteers plan, plant, maintain, and harvest a variety of vegetables. In the garden's second season, volunteers learned about environmentally friendly pest and disease management, soil testing, plant nutrition, and composting to name a few. Produce donated to the food pantry included crops like tomatoes, potatoes, hot peppers, spinach, zucchini, onions, green beans, and carrots.

### Leelanau Plant & Pest Diagnostic Clinic

Although county residents are always welcome to call or visit the office for assistance with horticultural issues, the office held specific plant diagnostics clinics every Wednesday from May through September of 2018. Residents were welcomed to bring in samples of plants, insects, plant diseases, and other problems. MSU Extension staff and Master Gardener Volunteers provided the expertise to diagnose problems and provide environmentally friendly management recommendations. In 2018, 73 Leelanau county residents took advantage of the diagnostic services provided by MSU Extension in Leelanau County.

### Free Educational Programming

This year also saw an expansion in free educational programming for county residents from MSU Extension's Consumer Horticulture Team. Free programs were offered at the Leelanau Township Library, Suttons Bay Bingham District Library, and Suttons Bay Elementary School to educate youth about pollinators and other beneficial insects. Pollinators were also the topic of a free workshop offered at the Leelanau County Government Center this year. "Bee Houses and Pollinator Protection" taught county residents about the benefits of creating and maintaining pollinator habitat in their yards and gardens. Additionally, in collaboration with the Michigan Department of Health and Human Services, MSU Extension provided a free public program at the Leland Township Library that taught area residents about measure they could take to protect themselves from Lyme disease and other tick-borne diseases.

This past year, 46  
**Master Gardeners**  
volunteered more than  
 **1,300 hours**  
on various projects in  
Leelanau County valued  
at nearly **\$34,000.**



**Master Gardener Volunteers, Leelanau Conservation District Staff, and the Northwest Michigan Invasive Species Network, planted a new pollinator and wildlife habitat at the Leelanau County Government Center this year.**

## Supporting Food and Agriculture, continued

### Supporting Hop Production

Although the exponential growth in the craft beer sector has tapered off in the last year or two, the number of U.S. breweries surpassed 7,000 in 2018. In the past year, craft beer volume increased by 5% while overall beer volume declined. Michigan is currently ranked 4th in both number of breweries and acres of hops in production. Hops provide aroma, as well as bitterness to offset the sweetness of malt. In spite of a challenging market for some public hop cultivars that are in oversupply nationally, Northwest Michigan's Grand Traverse, Leelanau, and Benzie Counties collectively boast more acres of hops than anywhere else in the state. Northwest Michigan producers have invested tens of millions of dollars in hopyard, harvest, and processing infrastructure over the last several years.

MSU Extension provides valuable education on hop production throughout the state of Michigan and beyond, and 2018 was no exception. MSU Extension Educators, Dr. Rob Serrine and Erin Lizotte gave many presentations throughout Michigan including The Great Lakes Hop and Barley Conference, Hop Growers of Michigan Field Day, Elk Rapids Garden Club, and multiple presentations as part of the MSU Hop Webinar Series. MSU Extension coordinated tours of MI LOCAL hops and Green Heron Hops in Grand Traverse County, and Empire Hops, Cedar Hop Farm, and Michigan Hop Alliance in Leelanau County for researchers, prospective growers, professors, and the Brewers Association Small Grower Representative. They also hosted the annual Great Lakes Hop Working Group (GLHWG) meeting in Traverse City, MI. The GLHWG is a multi-state collaborative developed and coordinated by MSU that seeks to develop priorities for hop research and education and collectively work to address those needs.

In 2018, MSU Extension organized on-farm audits with members of the Hop Quality Group, a national non-profit organization dedicated to improving hop quality for the craft beer industry. The Hop Quality Group and MSU Extension toured multiple hop harvest and processing facilities offering recommendations to improve quality.

In March of 2019, MSU held its annual Great Lakes Hop & Barley Conference at the newly renovated Park Place Hotel and Conference Center in Traverse City, MI. The conference features hop, barley, and craft beer experts from around the world, and generally attracts 200+ participants annually from multiple states and countries. At the conference, Mark and Mary White of Green Heron Hops in Grand Traverse County were awarded 3rd place in the annual Chinook Cup, where hops from around Michigan are judged based upon Appearance/Color, Aroma and Brewing Values. MSU collaborated with MI LOCAL Hops of Williamsburg, MI and Great Lakes Malting Company of Traverse City to offer very well attended post-conference educational tours.



Members of the Great Lakes Hop Working Group tour MI LOCAL Hops in Williamsburg, MI.

*"The brewing landscape is shifting, yet small and independent breweries continue to find market success. Brewers are finding ways to differentiate themselves in a competitive market, become pillars of communities, and embrace new experiences and occasions to connect with beer lovers."*

~ Julia Herz, Craft Beer Program Director of the Brewers Association



## Supporting Food and Agriculture, continued

MSU Educators continue to secure federal and state funding for on-farm research in Leelanau County. Dr. Rob Serrine and Erin Lizotte are currently primary investigators on a multi-state USDA-funded grant with Washington State University scientists that seeks to Develop and deliver IPM strategies to the rapidly expanding U.S. hop industry.

MSU Extension has taken a leadership role across the North Central and North East U.S. by providing valuable research and outreach to current and prospective growers on best practices for planting, harvesting, and pest management. MSU Hop Educators are in demand as speakers across the country as evidenced by invited presentations in Indiana, Vermont, Pennsylvania, and Minnesota in 2018.

MSU Extension lead publication of the Integrated Pest Management Flip Guide for Hops (English and Spanish versions), the 2018 Hop Management Guide, and were invited contributors in the forthcoming book: The Geography of Beer, Vol. 2.

### Assistance to support beginning farmers across MI

The MSU Product Center Food-Ag-Bio assists Leelanau County residents in developing products and businesses in the areas of food, agriculture, natural resources and the bio-economy. As an Innovation Counselor, Wendy Wieland, conducts counseling on a one-on-one basis with entrepreneurs. The assistance provided is tailored to meet the needs of the client and may include developing a business plan, navigating the regulatory maze, accessing the supply chain or researching funding options. The Innovation Counselor also assists clients in accessing specialized services they may need that are offered through Michigan State University. These services range from feasibility studies for larger scale projects or grant applications to nutritional labeling and packaging assistance for a first-time artisan food manufacturer.

Seventy-eight counseling sessions took place over the past year to assist ten entrepreneurs looking to grow businesses in Leelanau County. Businesses assisted included: artisan food manufacturers-2, commodity scale specialty crop growers wanting to create value-added products-2, small-scale specialty crop growers creating value-added products-3, and individuals looking to start an Ag business-3. Two of these businesses rely on Agri-Tourism income as part of their revenue stream. The Product Center provided these businesses with a wide range of services and support. Some were able to access campus-based technical expertise in food product testing, classification, labeling and packaging. Other services were provided by their Innovation Counselor including general business counseling, market research, strategic planning, networking, assistance with grant applications, and accesses to educational classes and workshops.

# FOSTERING STRONG COMMUNITIES

When you support MSU Extension, participants learn how to implement best practices in good governance that keeps communities solvent, productive and engaged; learn effective conflict management skills that help leaders and residents work collaboratively on complex issues; and engage youth leaders in decision-making. In the personal finance area, MSU Extension helps youth and adults alike learn the skills they need to increase their savings, manage their spending avoid predatory lending and reduce mortgage defaults. All of these outcomes help lower the cost of governmental services and lead to personal and community stability, strong neighborhoods and safe communities.

**New Commissioner School** is a program designed especially for newly elected county commissioners and also attended by experienced commissioners as a refresher. The program is held following commissioner elections in even numbered years. This 50 year old program debuted a new overnight format in 2018 and has been recognized this year with several awards.

**Northern Michigan Counties Association** is a group of county commissioners from about 35 northern lower peninsula counties that meets 8 times each year to learn about topics that are relevant to county government and to share information between the counties.

**Building Strong Sovereign Nations** was designed by tribal leaders to give tribal council members an introduction to serving on a governing council. The program is offered every year in the fall in conjunction with the United Tribes of Michigan meeting and is open to leaders of all tribes in Michigan. Tribal leaders from the Grand Traverse Band of Ottawa and Chippewa Indians have participated as students and instructors.

Leelanau County residents participated in the MSU Extension **statewide ballot issues** education program. Participants at the Traverse City location linked to a statewide interactive presentation about the 2018 proposals.





## Supporting Communities and Environment, continued

### Enhancing & protecting our Great Lakes coastal resources

#### Sea Grant Extension

MSU Extension's Greening Michigan Institute supports efforts to carry out Sea Grant programs throughout Leelanau County and the rest of Michigan. Michigan Sea Grant Extension helps apply research, conducts educational activities and is connected to more than 40 coastal counties. Extension Educators provide technology transfer by interpreting scientific knowledge for decision-makers, public officials, community leaders, businesses and industries.

Michigan Sea Grant Extension provides targeted support focusing on marinas and other businesses, restoring coastal habitats and related industries, such as commercial and recreational fishing. In partnership with state and federal agencies, Extension Educators are responsive and proactive in addressing local, regional and national issues relevant to Michigan.

**High Great Lakes Levels:** Workshops were held to educate members of the public on Great Lake levels variations. Both Dr. Drew Gronewold and Dr. Dick Norton of the University of Michigan came to the 11th annual Freshwater Summit where over 150 people attended. Information on particularly strong rising levels in spring 2019 was intentionally shared with groups such as the Fishtown Preservation Society and other Leelanau governments and residents. Further meetings were held in May 2019 with over 80 in attendance to hear updates from U.S. Army Corps of Engineers and NOAA's National Weather Service on wave and storm impacts. Fishtown began planning a fundraising campaign to raise the docks at Fishtown based on information shared at the meeting.

Sea Grant Educators also interacted with coastal engineering experts who are trying to assist Leelanau Township with significant erosion issues at Christmas Cove access. The Sea Grant team continues to partner with other organizations to continue to raise awareness of swimming safety in the Great Lakes. Understanding sand bars, wave actions, rip and dangerous longshore currents and other factors such as hypothermia can lead to better respect, safe use and enjoyment of the Great Lakes beaches.

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# EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff Contact Person: _____ Telephone No.: _____	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>08/13/2019</u> <input type="checkbox"/> Regular Session: <u>08/20/2019</u>
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<b>Source Selection Method</b> <input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Contract</u>	<b>VENDOR:</b> _____ Address: _____ Phone: _____
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Budgeted Amount: _____	Contracted Amount: <u>\$ 5,000.00</u>
------------------------	---------------------------------------

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

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

The Sheriff's Office requests the Board of Commissioners to approve a renewal of the Agreement for Animal Control Services between the County and the Grand Traverse Band of Ottawa and Chippewa Indians. The contract will run from October 1st, 2019 through September 30th, 2022. No wording has changed from the previous contract and Corporate Counsel has reviewed.

**Suggested Recommendation:** The Board of Commissioners approve a renewal of the Agreement for Animal Control Services between the County of Leelanau and the Grand Traverse Band of Ottawa and Chippewa Indians until September 30th, 2022.

Department Head Approval:  <sup>245-2</sup> Date: 6/24/2019

**Professional Services Contract**

Program Number: 100.2150.6310  
Description of Contractual Services:

Contract # \_\_\_\_\_  
P.O. # \_\_\_\_\_

Animal Control Services for the Grand Traverse Band of Ottawa and Chippewa Indians for fiscal years starting October 1, 2019 and ending September 30, 2022, not to exceed a total of \$5,000.00 per fiscal year.

Materials to be furnished by: Leelanau County

Rate of Reimbursement: \$1,250.00 Quarterly Not to exceed Total of: \$5,000.00/Fiscal Year

TERM: **From:** 10/01/2019 **To:** 09/30/2022

**BUDGET (PER FISCAL YEAR)**

Labor: \$5,000.00  
Materials: \$0.00  
Total: \$5,000.00

I, Leelanau County, agree to provide the above services and/or materials to the Grand Traverse Band of Ottawa and Chippewa Indians (Tribe) as an independent contractor. As an independent contractor, I am not representing the Tribe as an employee and I am doing this on my own personal time, and I agree to hold the Tribe harmless for any liabilities that may be incurred providing the above services and/or materials. I acquiesce to the jurisdiction of the Tribe's court system (Tribal Judiciary) for purpose of resolving any issues related to this contract. I understand that payment requests for terms outside the contract limits will not be honored without written pre-approval.

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

Contractor printed name: Michelle L. Crocker Employer ID# \_\_\_\_\_

Address: 8527 E. Government Center Drive, Suite 103 Tax ID# 46-1385335

Suttons Bay, MI 49682 Tribal ID# \_\_\_\_\_

Certification of Workers' Compensation Coverage: YES \_\_\_\_\_ NO \_\_\_\_\_

**Worker's Compensation Disclaimer**

I understand that I will not be covered under the Grand Traverse Band's worker's compensation insurance policies. I further understand that, if I wish for myself or my employees or subcontractors to be covered under worker's compensation insurance, I shall be responsible for obtaining such coverage.

\_\_\_\_\_ Contractor's Signature Date \_\_\_\_\_

Do you have a current W-9 on file with GTB: YES X NO \_\_\_\_\_ (if no, please furnish one)

Social Security number and address are required information. **W-9 forms are required.** Contractors will receive a 1099 at year-end for contractual income received during the calendar year. No work is to be performed until this contract is returned will all the proper signatures and a contract number assigned to it. **This contract is void unless all signatures are complete and dated.**

Program Director: \_\_\_\_\_ Date: \_\_\_\_\_

Division Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Purchasing Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Tribal Manager: \_\_\_\_\_ Date: \_\_\_\_\_

(Revised 08/05/10. All previous contractual forms will no longer be accepted.)  
**\*Invoices (company/personal) are required - not GTB timesheets/forms**

## **AGREEMENT FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT made and entered into on this 1<sup>st</sup> day of October 2019, by and between the COUNTY OF LEELANAU, Michigan (hereinafter referred to as the “County”) and the GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS (hereinafter referred to as the “GTB” or “Tribe”).

### **WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ELEVENTH: Agreement Period and Termination.** This Agreement shall commence on the 1<sup>st</sup> day of October 2019, and shall continue through the 30<sup>th</sup> day of September 2022, at which time it shall terminate.

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

days) for services performed in the last quarter of performance up to the effective date of termination.

**TWELFTH: Invalid Provisions.** If any provision of 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.

**THIRTEENTH: 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.

**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**

\_\_\_\_\_  
William J. Bunek, Chairperson

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Captain David Crockett

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jolanda Murphy, Department Manager

\_\_\_\_\_  
Date

# EXECUTIVE DOCUMENT SUMMARY

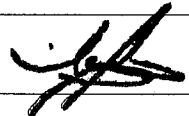
Department: Sheriff Contact Person: <u>S. Morgan</u> Telephone No.: <u>256-8800</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>08/13/2019</u> <input type="checkbox"/> Regular Session: _____
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<b>Source Selection Method</b> <input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Grant Application</u>	VENDOR: <u>Office of Highway Safety</u> Address: _____ Phone: _____
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Budgeted Amount: _____	Contracted Amount: <u>\$ 33,065.00</u>
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Document Description	
<input checked="" type="checkbox"/> Grant Application	<input type="checkbox"/> Other _____

<input type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b> The Sheriff's Office request permission to apply for the Secondary Road Patrol and Traffic Accident Prevention Program Grant for fiscal year 2020.	<p><i>Suggested Recommendation:</i> Allow the Sheriff's Office to apply for the fiscal year 2020 Secondary Road Patrol Grant .</p>
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Department Head Approval:  Date: 7/22/2019

Department: Planning/Comm. Development Contact Person: <u>Bill Perkins, Chairman, SWC</u> Telephone No.: _____	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board: <u>08/13/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>08/20/2019</u>

<b>Source Selection Method</b>	<b>VENDOR:</b> _____
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____	Address: _____
	Phone: _____

Budgeted Amount: _____	Contracted Amount: _____
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<b>Document Description</b>	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Recycling Location</u>

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

At a regular meeting held July 17, 2018, the Solid Waste Council (SWC) discussed the closure of the recycling site at Benzie/Leelanau Health Department location at the Connie Binsfeld building. The SWC passed a motion 8-0 to "To forward a recommendation the County Board to temporarily move the site to the Government Center by 9/20/2018." The request was presented to the County Board at its August 2018 meeting but lacked support by the County Board.

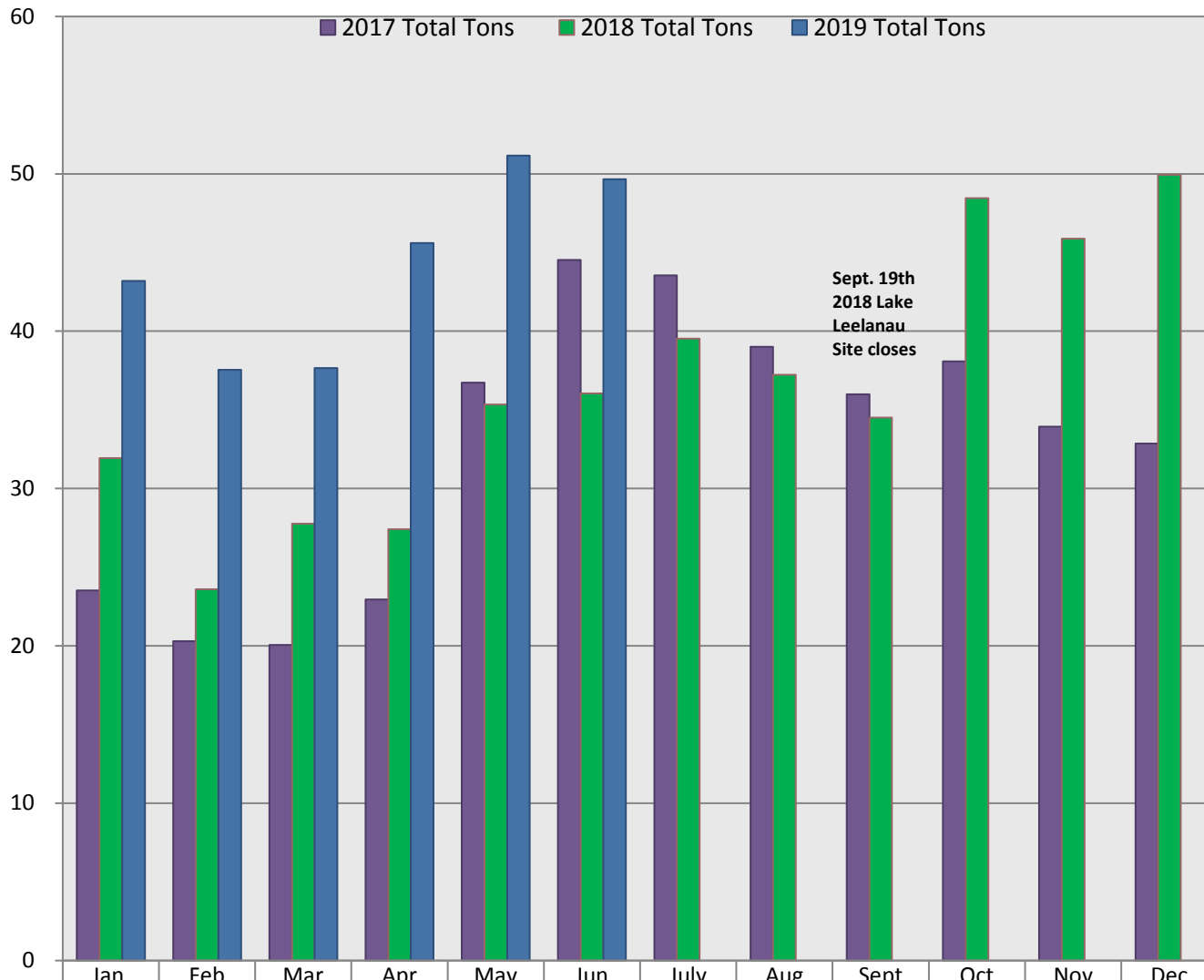
The SWC is requesting reconsideration, as efforts to locate another site near Leland or near Lake Leelanau have not been successful. Currently, there are 12-13 containers at Suttons Bay school to handle the recycling volumes. Location of another site would help alleviate the volumes at this location, and provide another site for residents to recycle.

The attached chart shows the recycling volumes at Suttons Bay school for 2017, 2018, and part of 2019. The Benzie/Leelanau Health Dept. site closed September 19, 2018.

**Suggested Recommendation:** Motion to accept the recommendation from the SWC and temporarily move the recycling site to the Government Center.

Department Head Approval: *Judy J. Dalla* Date: 08/06/2019

## 2017-2019 Suttons Bay Recycling Totals



2017 Total Tons	23.53	20.3	20.06	22.94	36.72	44.52	43.55	39.01	35.99	38.09	33.93	32.85
2018 Total Tons	31.94	23.6	27.76	27.42	35.34	36.05	39.53	37.23	34.5	48.45	45.87	49.94
2019 Total Tons	43.2	37.54	37.65	45.6	51.15	49.65						

Department: Planning/Comm. Development Contact Person: <u>Trudy Galla, AICP, Director</u> Telephone No.: <u>231-256-9812</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board: <u>08/13/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>08/20/2019</u>

<b>Source Selection Method</b>	<b>VENDOR:</b> _____ Address: _____ Phone: _____
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____	

Budgeted Amount: _____	Contracted Amount: _____
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<b>Document Description</b>	
<input type="checkbox"/> Grant Application	<input type="checkbox"/> Other _____

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

This request is for approval to apply for a 2nd grant for Scrap Tire Recycling in Leelanau County. The notice for grant applications came out last Friday and applications are due August 30, 2019.

This request is for approval to submit another grant application for tire recycling, similar to what was submitted (and awarded) last year. If the Board is in favor, the Director will prepare the grant application and send to Board members prior to the August 20, 2019 Board meeting.

Information on the grant application process is available at [www.michigan.gov/egle](http://www.michigan.gov/egle) under "Scrap Tire Cleanup Grant Program".

**Suggested Recommendation:** Motion to approve a 2020 Scrap Tire Recycling grant application be submitted on behalf of Leelanau County by the due date of August 30, 2019.

Department Head Approval: Trudy J Galla Date: 08/06/2019

Department: Planning/Comm. Development Contact Person: <u>Trudy Galla, AICP, Director</u> Telephone No.: <u>231-256-9812</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board: <u>08/13/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>08/20/2019</u>

<b>Source Selection Method</b>	<b>VENDOR:</b> _____
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____	Address: _____
	Phone: _____

Budgeted Amount: _____	Contracted Amount: _____
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<b>Document Description</b>	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Release General Plan for Public Review</u>

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

At its meeting July 30, 2019, the County Planning Commission reviewed a final Draft of the Leelanau County General Plan. The Commission has worked on the amendment to the Plan for approximately 18 months, and completed a Planning Questionnaire, updated maps/charts/figures, modified text and goals, objectives, and action statements, and reformatted the document. The document is now ready to be released for a 42 public day review period, as required under the Michigan Planning Enabling Act, Public Act 33 of 2008.

Staff is completing the final changes to the Plan and will have it posted online.

At the July 30 meeting, the County Planning Commission passed the following motion:

*Motion by McCulloch, seconded by Nixon, to modify the General Plan with the suggestions made and staff comments, and send to the County Board with a request to release for a 42 day public comment period. Motion carried 9-0.*

**Suggested Recommendation:** Motion to release the General Plan for a 42 day public comment period.

Department Head Approval: Trudy J Galla Date: 08/06/2019

Department: Planning/Comm. Development	<b>Submittal Dates</b>
Contact Person: <u>Trudy Galla, Director</u>	<input checked="" type="checkbox"/> Executive Board: <u>08/13/2019</u>
Telephone No.: <u>231-256-9812</u>	<input checked="" type="checkbox"/> Regular Session: <u>08/20/2019</u>

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

Budgeted Amount: _____	Contracted Amount: _____
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<b>Document Description</b>	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Capital Improvement Program (CIP)</u>

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

At a regular meeting of the Leelanau County Planning Commission held July 30, 2019, the Commission unanimously approved a motion to forward the 2019-2024 Capital Improvement Program to the Leelanau County board of Commissioners, for their approval.

This document was created under the Michigan Planning Enabling Act which gives the authority to planning commissions to develop a CIP for the governing body. Annual reviews/updates are also completed by the planning commission.

The CIP has been updated and a cover sheet shows the changes that have been made to the document.

NOTE: In 2016 the County Board accepted the document as a working document. In 2017 and 2018, the County Board accepted the CIP.

**Suggested Recommendation:** Motion to accept (approve) the 2019-2024 Capital Improvement Program (CIP) for Leelanau County

Department Head Approval: Trudy J Galla Date: 08/05/2019

**DRAFT**

# Leelanau County Capital Improvements Program (CIP)

2019 through 2024

*Prepared by: Leelanau County Planning Commission, pursuant to the  
Michigan Planning Enabling Act*

*Prepared by the Leelanau County Planning Commission  
Accepted by the Leelanau County Board of Commissioners* \_\_\_\_\_

**Board of Commissioners**

William Bunek - Chairman  
Melinda Lautner, Vice-Chair  
Tony Ansorge  
Carolyn Rentenbach  
Debra Rushton  
Patricia Soutas-Little  
Ty Wessell

**Administrator's Office**

Chet Janik, County Administrator  
Laurel Evans, Executive Assistant

**Planning Commission (Capital Improvement Planning Committee)**

Victor Goldschmidt– Chairman, Casey Noonan - Vice Chairman,  
Steve Yoder - Chair Pro-Tem, Dan Hubbell, Melinda Lautner, Jessica Lukomski,  
David McCulloch, Robert Miller, Tom Nixon, Matt Walter, Eric Winkelman

**Planning Department**

Trudy Galla, AICP, Planning Director  
Gail Myer, Senior Planner  
Molly Steck, Secretary  
Diane Kiessel, Housing Manager

Leelanau County Planning Commission &  
Leelanau County Planning & Community Development Office:  
8527 E. Government Center Dr., Suite 108  
Suttons Bay, MI 49682

Tel: (231) 256-9812 Fax: (231) 256-0174  
Website: [www.leelanau.cc](http://www.leelanau.cc)

**Leelanau County**  
**Capital Improvements Program**  
2019 through 2024

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## **PART I: OVERVIEW**

### **AUTHORITY**

This Capital Improvement Program (CIP) is developed under Section 65 of the Michigan Planning Enabling Act, Act 33 of 2008, which states:

#### **125.3865 Capital improvements program of public structures and improvements; preparation; basis.**

Sec. 65.

(1) To further the desirable future development of the local unit of government under the master plan, a **planning commission, after adoption of a master plan, shall annually prepare a capital improvements program of public structures and improvements**, unless the planning commission is exempted from this requirement by charter or otherwise. If the planning commission is exempted, the legislative body either shall prepare and adopt a capital improvements program, separate from or as a part of the annual budget, or shall delegate the preparation of the capital improvements program to the chief elected official or a nonelected administrative official, subject to final approval by the legislative body. **The capital improvements program shall show those public structures and improvements, in the general order of their priority, that in the commission's judgment will be needed or desirable and can be undertaken within the ensuing 6-year period.** The capital improvements program shall be based upon the requirements of the local unit of government for all types of public structures and improvements. **Consequently, each agency or department of the local unit of government with authority for public structures or improvements shall upon request furnish the planning commission** with lists, plans, and estimates of time and cost of those public structures and improvements. (Emphasis added)

### **WHAT IS A CIP?**

A Capital Improvement Program (CIP), is a short-range plan, which identifies capital projects and equipment purchases, provides a planning schedule and identifies options for financing the plan. Essentially, the plan provides a link between a

- ❖ municipality, school district, parks and recreation department and/or other local government entity, and the
- ❖ entity's comprehensive and strategic plans, and the
- ❖ entity's annual budget.

A CIP is an outline used to designate the financing and prioritizing of upcoming improvement projects. A CIP is used to detail community renovations or improvements and plan out finances for equipment and materials and dates for projects to be started and completed.

### **Benefits:**

A CIP provides many benefits including:

- A systematic evaluation of all potential projects at the same time.
- The ability to stabilize debt and consolidate projects to reduce borrowing costs.
- Serves as a public relations and economic development tool.
- A focus on preserving a governmental entity's infrastructure while ensuring the efficient use of public funds.
- An opportunity to foster cooperation among departments and an ability to inform other units of government of the entity's priorities. For example, it is not uncommon for a

large city or county to incorporate into its CIP the capital needs of a school district, parks and recreation department and/or some other public service structure.

### **Features:**

The CIP typically includes the following information:

- A listing of the capital projects or equipment to be purchased.
- The projects ranked in order of preference.
- Financing options.
- A timetable for the construction or completion of the project.
- Justification for the project.
- Explanation of expenses for the project.

### **Why is the CIP Important?**

Since County government has limited resources for capital investments, it must have a process for selecting those with the greatest public benefits, to make sure taxpayers receive the maximum return on their investment. It is therefore important that government has a clear assessment of its needs and a process for comparing the relative benefits of different projects with one another.

The process and development of a long-term CIP can realize the following benefits:

***Focus attention of community goals and needs.*** Capital projects are prioritized based on need. The CIP can also be used as a tool to achieve goals and objectives.

***Allow for an informed public.*** The CIP keeps the public informed about future capital investment plans and provides opportunity for them to be involved in the process.

***Encourage more efficient program administration.*** Work can be more effectively scheduled and available personnel and equipment can be better utilized when it is known in advance what, when, and where projects will be undertaken.

***Identify the most economically sound method of funding projects.*** Through proper planning, the need can be foreseen and action can be taken before the need becomes so critical that immediate funding may be required.

***Enhance the County's credit rating.*** Keeping planned projects within the financial capabilities of the County may lead to better credit ratings.

***Help plan for future debt.*** The CIP can be an effective tool to plan for future debt, and identify methods for funding long-term debt for large projects.

### **Making Good Decisions**

Understanding the available options for funding capital improvements is essential to good decision-making. Equally important is the completion of five year revenue and expenditure projections, the adoption of debt and reserve policies, and the implementation of a thoughtful capital request evaluation process. With this type of information in hand, municipal leaders are better equipped to act in ways that effectively protect public assets and realistically plan for the future

### **What is a Capital Improvement?**

A capital improvement is a major, non-routine expenditure for new construction, improvements to existing buildings, facilities, land, streets, storm sewers, and expansion of parks, to name a few. A capital improvement has a relatively high monetary value, a long-life expectancy, and results in the creation of an asset or extends the life of existing assets. The cost of the capital improvement includes

design, legal fees, land, operating equipment, furniture, construction, etc. that is necessary to put the asset into service

Planned capital improvement projects improve our infrastructure including streets we drive on, water we drink, libraries we visit, and parks we visit. A capital need includes various project types such as:

1. Bikeways
2. Bridges
3. Drainage and flood control facilities
4. Libraries
5. Parks and recreation centers
6. Police, fire stations
7. Street improvements
8. Utilities
9. Water and sewer facilities and pipelines
10. Buildings

### **Is every project a CIP?**

No. Every project is not a CIP. CIP descriptions clearly establish that a project is capital in nature. What makes it capital in nature is the construction, purchase, or major renovation of buildings, utility systems, and other facilities; in addition to land acquisition and roadway projects. Some projects will be considered as annual maintenance or activities related to supporting day-to-day operations. (Items such as maintenance costs or replacement costs may still be included in the CIP, even if not considered a project. Examples include: pavement maintenance, replacement of heating/cooling, software/hardware).

### **CIP DEVELOPMENT PROCESS**

The development of a capital improvement program is a continual process and, consequently, should be viewed as a working document. Therefore, while the document covers a six-year planning perspective, it is revised every year in order to accommodate new projects, reflect changes in ongoing projects, and extend the program an additional year.

The first year of the plan is incorporated into the annual budget to appropriate funds. Improvements identified in subsequent years are approved only on a planning basis and do not receive expenditure appropriation. As County projects are completed, projects in future years are added in order to identify and quantify future needs.

Projects included in the CIP are either County managed projects or include just the County's share of projects that will be managed by other agencies. If an outside agency will contribute funding directly to the County for a project that the County will manage, then that cost and funding are included in the project budget. The CIP includes all capital projects which are to be financed in whole or in part from funds subject to control or appropriation by the County. Therefore, the CIP includes bond appropriations (general obligation, certificates of obligation and revenue bonds), General Revenues – Cash, Impact Fees, Developer Contributions, and any Federal, State or private foundation grant funds or loans received by the County for capital improvement projects.

### **IMPLEMENTATION**

The County considers input from the citizens, the Planning Commission, County staff, and the General Plan in the Capital Improvement Program's preparation. A project list is compiled, prioritized by year, **67**

and cost estimates assigned. The County Administrator, County Treasurer and Accounting Department will look at the need to issue debt, potential impact on the tax rate (if any), and available funds. The Planning Commission will review potential projects and decide which projects are desirable and needed. Prior to the start of the budget process, the Commission will prepare an update to the CIP and a list of recommendations for capital improvements over the next six (6) years with recommendations as to which project shall be constructed in which year. A final draft of the CIP and list of recommendations is sent to the County Board to consider and approve. The County Board will consider the CIP and recommendations in its annual budget process. Upon Board approval, the CIP is reproduced and distributed for implementation.

The Six-Year Capital Improvement Program for 2019 through 2024 reflects proposed projects totaling over \$2.2 million dollars. Funding for CIP projects are derived from various sources, including General Revenues, Special Funds, Contributions, Federal and State funds, 2% allocation funds, donations, loans, and grants. Projects identified as ‘unfunded’ may be considered as part of a future bond referendum.

### **ORGANIZATION STRUCTURE**

The structure of County government in Michigan is guided in large part by state statute. There are seven elected officials that comprise the County Board of Commissioners. There are also seven individual elected officials (Clerk, Drain Commissioner, Prosecutor, Register of Deeds, Road Commission, Sheriff, and Treasurer) who represent the statutory responsibilities of each office. In addition, there are independently elected judges who oversee Circuit Court; Probate Court, and District Court. Non-elected county offices include: Accounting, Administrator, Construction Codes Authority, Emergency Management/9-1-1 Central Dispatch, Equalization, Information Technology, Maintenance, MSU Extension, Planning & Community Development, and Senior Services.

### **COMMUNITY PROFILE**

#### **Population**

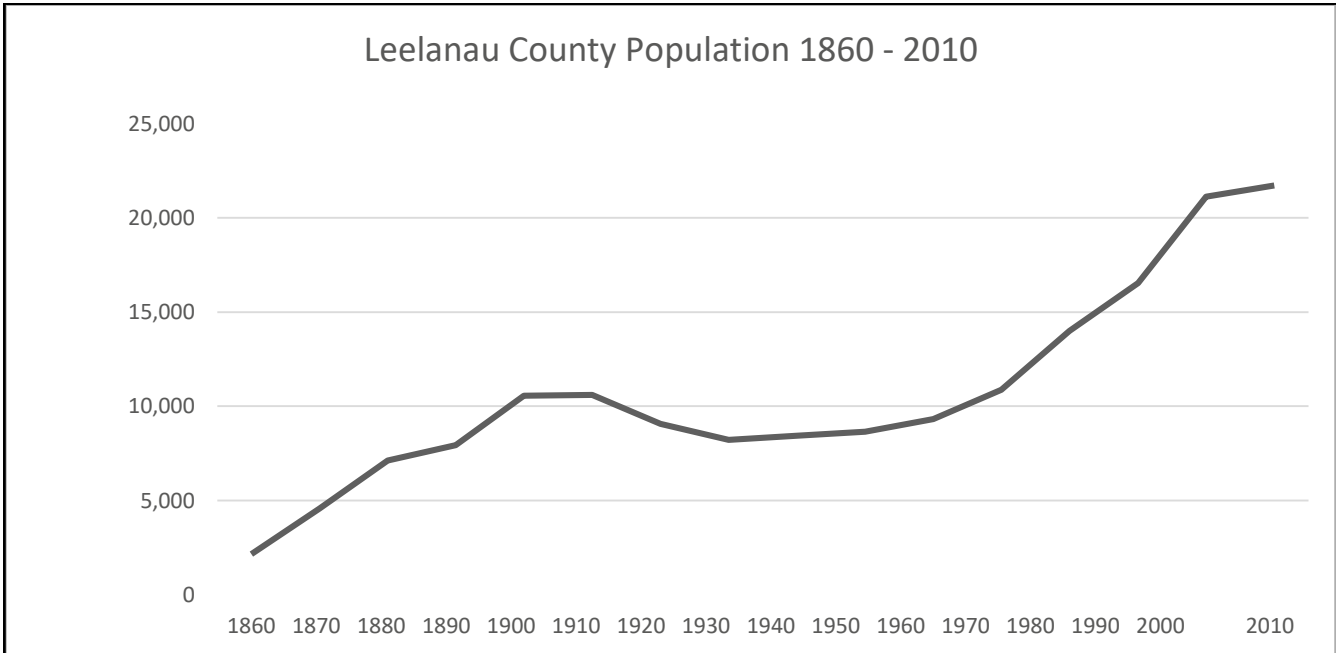
*Source: U.S. Census Bureau*

Leelanau County was established in 1863 and is one of 83 counties in the State of Michigan. The County itself is a peninsula surrounded by Lake Michigan on three (3) sides. The county is comprised of 11 townships, 3 villages, the Grand Traverse Band of Ottawa & Chippewa Indians Tribe, and a portion of the City of Traverse City.

Leelanau County consists of 348.5 square miles of land. The County owns or jointly owns land for parks and facilities. Facilities owned include: Law Enforcement Center, Government Center (Courthouse), three county parks, Leland Dam, and Communication Towers.

Suttons Bay Township is the County Seat as of 2008, when the County moved its government facilities from the unincorporated village of Leland. The County experienced a continuous increase in population from the 1930 Census to the 2010 Census. The estimated population for 2020 is 24,165, an approximate increase of 11% from the 2010 Census.

The majority of the population growth in the County is attributable to domestic migration, rather than a natural increase (births minus deaths). The County has a population density of approximately 64 people per square mile.



In 2017, the median age of Leelanau County residents was 53.3, an increase from the 2012 median age of 52.3. Michigan’s median age is 39.6, and the United States median age is 37.8.

Leelanau County persons per household is 2.4 compared to Michigan (2.5) and the United States (2.6). Leelanau County continues to attract older adults while the existing population continues to age. According to the American Community Survey (ACS) 2017, 5-year estimates, 17% of the population is under 18, 55% of the population is 18-64, and 28% of the population is 65 and over.

<b>Leelanau County, Michigan</b>		
<b>Population by Age Group</b>	<b>2017 Population</b>	<b>Percent of Population</b>
Age 0 to 9 years	1,945	9%
Age 10-19 years	2,114	9.8%
Age 20-29 years	1,918	8.9%
Age 30-39 years	1,795	8.3%
Age 40-49 years	2,155	10%
Age 50-59 years	3,358	15.6%
Age 60-69 years	4,237	19.7%
Age 70-79 years	2,577	12%
Age 80+ years	1,465	6.8% +
<b>Total</b>	<b>21,564</b>	
<i>+ Margin of error is at least 10 percent of the total value.</i>		
Source: Leelanau County Population - ACS Survey 2017 5-year estimates. <a href="https://censusreporter.org/profiles/05000US26089-leelanau-county-mi/#age">https://censusreporter.org/profiles/05000US26089-leelanau-county-mi/#age</a>		

## **EVALUATING CAPITAL IMPROVEMENT PROJECT REQUESTS**

### **Criteria**

The planning criteria outline a structure of goals, limitations, and philosophies, which frame and direct the process of the plan. The criteria are also used to test alternative approaches to facilities needs in order to identify optimum strategies for the County. Like other components of the plan, the criteria should be periodically reviewed and updated so that the plan reflects the current priorities of the County.

- **Risk to Public Health or Safety** - To protect against a clear and immediate risk to public safety or health.
- **Deteriorated Facility** - A capital investment that deals with a deteriorated facility or piece of equipment. The action taken may be either 1) reconstruction or expensive rehabilitation to extend its useful life to avoid or to postpone replacing it with a new or more costly one; or 2) replacement of the facility or piece of equipment with a new one.
- **Systematic Replacement** - A capital investment that upgrades a facility or piece of equipment as part of a systematic replacement program. This investment assumes that the equipment will be restored to at least the same level of service.
- **Improvement of Operating Efficiency** - A capital investment that substantially and significantly improves the operating efficiency of a department, or an expenditure that has a very favorable return on investment with a promise of reducing existing, or future increases in operating expenses.
- **Coordination** - 1) An expenditure that is necessary to insure coordination with another CIP project; 2) A project that is necessary to comply with requirements imposed by others (*for example: EPA requirements*); 3) A project that meets established goals or objectives of the Board of Commissioners.
- **Protection and Conservation of Resources** - 1) A project that protects natural resources that are at risk of being reduced in amount or quality; or 2) A project that protects the investment in existing infrastructure against excessive demand or overload that threatens the capacity or useful life of a facility or piece of equipment.
- **New or Substantially Expanded Facility** – Construction or acquisition of a new facility (including land), or major expansion thereof, that provides a service, or level of service, not now available.

### **Project Ranking**

If a project passes the Criteria Evaluation and is determined to be a project to list in the CIP, then the County Planning Commission ranks each project based on 4 different categories. This step is also recommended to be completed by the County Board of Commissioners for comparison with project ranking. Categories for the project ranking are:

- A. Public Health & Safety
- B. Consistency and Coordination
- C. Efficiency / Level of Service
- D. Funding

### **Project Prioritization**

After a project is ranked, the County Planning Commission gives it a priority rating. The rating indicates the following:

**PRIORITY 1 - Urgent**

- Corrects an emergency or condition dangerous to public health, safety or welfare;
- Complies with federal or state requirement whose implementation time frame is too short to allow for longer range planning; or
- Satisfies a legal obligation.
- Meets requirements imposed by others which have a short time frame to complete.

**PRIORITY 2 - Important**

- Prevents an emergency or condition dangerous to the public health, safety, or welfare;
- Is consistent with an adopted or anticipated element of the County General Plan or Parks & Recreation Plan, a federal or state requirement whose implementation time frame allows longer range planning, or a board approved policy;
- Is required to complete a major public improvement (this criterion is more important if the major improvement can not function without the project being completed, and is less important if the project is not key to the functioning of another project); or
- Provides for a critically needed community program.

**PRIORITY 3 - Desirable**

- Would benefit the community;
- Worthwhile if funding becomes available;
- Can be postponed without detriment to present services

## **DEFINITIONS**

### **Maintenance Budget** (Short term Element 1 year)

Annual appropriation of funds for specific facilities, equipment, and improvements.

### **Capital Improvement Program** (6 years)

A proposed schedule of public projects and facility improvements to be built or completed by the County over the next six (6) years. The Program is a “rolling” process and subsequent year items in the Program are evaluated annually and advanced each fiscal year. Projects are approved on a planning basis only, and do not receive ultimate expenditure authority until they are eventually incorporated into the annual Budget.

### **Capital Improvement Project**

A capital improvement project is a durable, fixed asset, with a lifetime of more than one year and has a value of more than \$5,000 per unit, such as:

- 1) Any acquisition of land for a public purpose;
- 2) Any construction of a new facility (e.g., a public building, or water lines, playfield, or the like) or an addition to, or extension of, such a facility;
- 3) A rehabilitation or major repair of all or a part of a building, its grounds, or a facility, or of equipment,
- 4) Purchase of major equipment

### **Criteria**

A means to evaluate proposed capital improvement project requests.

### **Facility**

A building or buildings owned by the County which houses County operations and services.

### **Parcel**

Land owned by the County.

**Priority** – a rating for a project indicating it is Urgent, Important, or Desirable.

## **CAPITAL PROJECT FINANCING**

Financing capital projects often requires a package of revenue sources. Project financing tools that the County may consider are as follows:

### **“Pay-as-you-go”**

The simplest method of financing capital improvements is “Pay-as-you-go.” This approach involves appropriating funds to a capital improvement fund each year until the balance is sufficient to pay the cost of a project. It may involve the use of grant funds. It may also involve levying a special assessment or fee that is put aside in a special fund until enough is accumulated to make the improvement. There are drawbacks to “Pay-as-you-go.” Inflation may increase project costs so that the targeted amount may rise over time. Construction costs may increase while the money is being set aside. In addition, there is no immediate benefit to diverting funds to save for a proposed project.

Lease and/or Lease-Purchase an agreement to pay for the use of a building, facility or piece of equipment for a period of time, with or without the option to purchase at the end of the timeframe.

Grants and/or Awards – these could include local, state or federal grants or awards, as well as 2% allocation funds from the local Tribe.

Millage – a voter approved amount added to tax bills for a specific length of time.

Special Assessment - a charge added to a tax bill for a property located within a ‘special assessment district’ (such as a sewer district).

Donations – donations made to the County for a specific purpose (such as donations for the Veterans Memorial).

### Bonds<sup>1</sup>

Issues related to bonding include bonding limits and bond terms. Depending on the type of bond, the project and current debt, bonding limits, or how much debt a county may incur, the term of the bonds have legal and practical considerations that must be determined prior to funding a project. The term of the bonds is the length of the time to repay the bonds.

#### General Obligation Bonds

General obligation bonds are backed by the authority of the county to levy taxes in any amount without limit to repay the debt. A county board may issue such bonds only if voters specifically approve the issue and give a county board the authority to increase taxes if necessary to repay the general obligation debt.

#### Limited General Obligation Bonds

As an alternative to general obligation bonds, limited general obligation bonds are guaranteed by collection of delinquent taxes, tax sale proceeds, and rebates from local units if necessary. This approach does not require voter approval.

#### Revenue Bonds

Revenue bonds are secured only by the net revenues a project generates. Typical public improvements funded by revenue bonds include water and sewer systems, housing facilities, parking ramps and others. The key to financing a project with revenue bonds is whether the project generates revenues through charges for services and whether the project revenues are sufficient to both operate the facility and repay the debt.

### Lease Financing

Lease financing of capital assets provides another alternative to the County and may be used for both equipment acquisitions and major improvement and construction projects.

### Property Disposal

Disposal (selling) of currently owned property or resources (land, timber, equipment, etc.) is a method for the county to raise necessary funds to use on capital projects.

User Fees – fees for a permit or pass to use a service or facility. Generates revenue for a specific cause or site.

## **COMMISSIONS AND AUTHORITIES**

The following commissions and authorities provide financing oversight of facilities, management of facilities and long range planning:

<sup>1</sup> Michigan Department of Treasury website.

County Treasurer – responsible for the receipt, custody, investment and disbursement of all County funds.

Buildings & Ground - The Buildings & Ground department assists with furnishing, equipping, improving, enlarging, operating and maintaining a building or buildings, parking lots or structures, etc.

Parks & Recreation Commission - The Parks and Recreation Commission is an advisory commission to the County Board of Commissioners for the county owned parks.

Planning Commission - Responsibilities of the County Planning Commission include development and implementation of the *Leelanau General Plan*; review local land use plans and zoning ordinances; prepare and update a Capital Improvement Program; provide planning and zoning information, education and outreach; and, review all County property purchases and development projects according to state statute.

County Board of Commissioners – Review recommendations from the County Planning Commission and approve capital expenditures and financing.

## Part II: Existing Capital Facility Inventory

The Existing Capital Facility Inventory is shown on the following maps and charts. This information was derived from County property records, and listings with the county's insurance carrier – Michigan Municipal Risk Management Authority (MMRMA). The Inventory is updated on an annual basis, as capital projects are completed and moved from Part III Recommended Projects, or as property/equipment is sold.

### LEELANAU COUNTY INVENTORY - PROPERTY LIST

Building Description	Building Value	Contents Value	Total Value
<b>Government Center Complex - 8527 E Government Center Dr, Suttons Bay, MI 49682</b>			
Government Center	\$ 10,485,711	\$ 3,222,678	\$ 13,708,389
Law Enforcement	\$ 7,221,458	\$ 856,024	\$ 8,077,482
WWTP Plant	\$ 214,419	\$ 10,071	\$ 224,490
Lift Station	\$ 72,354	\$ -	\$ 72,354
Pump/Well House	\$ 142,980	\$ 15,106	\$ 158,086
Pole Building	\$ 153,955	\$ 226,595	\$ 380,550
Law Enforcement Tower	\$ 121,945	\$ 375,140	\$ 497,085
Storage Building	\$ 3,056	\$ 1,853	\$ 4,909
<b>Government Complex Total</b>	<b>\$ 18,415,878</b>	<b>\$ 4,707,467</b>	<b>\$ 23,123,345</b>
<b>Omena Tower - 11750 E Davis Rd Northport, MI 49670</b>	<b>\$ 147,350</b>	<b>\$ 1,007</b>	<b>\$ 148,357</b>
<b>Leland Dam - 11750 W River St Leland, MI 49670</b>	<b>\$ 1,146,178</b>	<b>\$ -</b>	<b>\$ 1,146,178</b>
<b>Central Tower - 1095 S Pit Rd Lake Leelanau, MI 49653</b>	<b>\$ 304,862</b>	<b>\$ 1,007</b>	<b>\$ 305,869</b>
<b>Maple City Tower - 9237 S Tower Rd Cedar, MI 49621</b>	<b>\$ 121,132</b>	<b>\$ 42,197</b>	<b>\$ 163,329</b>
<b>Northport Tower - 108 W 8th St Northport, MI 49682</b>	<b>\$ 81,296</b>	<b>\$ 24,271</b>	<b>\$ 105,567</b>
<b>Myles Kimmerly Park - 1397 W Burdickville Rd, Maple City, MI 49664</b>			
Maintenance Garage	\$ 56,095	\$ 20,142	\$ 76,237
Restrooms	\$ 43,900	\$ -	\$ 43,900
Barn 1	\$ 90,747	\$ -	\$ 90,747
Barn 2	\$ 53,351	\$ 2,014	\$ 55,365
<b>Myles Kimmerly Park Total</b>	<b>\$ 244,093</b>	<b>\$ 22,156</b>	<b>\$ 266,249</b>
<b>Old Settlers Park - 8854 S Dunns Farm Rd, Maple City, MI 49664</b>			
Chapel	\$ 95,015	\$ 30,213	\$ 125,228
Service Building	\$ 15,040	\$ 6,043	\$ 21,083
Restrooms	\$ 36,655	\$ -	\$ 36,655
<b>Old Settlers Park Total</b>	<b>\$ 146,710</b>	<b>\$ 36,256</b>	<b>\$ 182,966</b>
<b>Veronica Valley County Park (Pole Building) 3990 S Maple Valley Rd. Suttons Bay, MI 49682</b>	<b>\$ 31,401</b>	<b>\$ 16,597</b>	<b>\$ 47,998</b>
<b>Elmwood Tower - 12708 S Bugai Traverse City, MI 49684</b>	<b>\$ -</b>	<b>\$ 28,954</b>	<b>\$ 28,954</b>
<b>Empire Tower - 11229 Benzonia Trail Empire, MI 49630</b>	<b>\$ -</b>	<b>\$ 68,280</b>	<b>\$ 68,280</b>
<b>Peshawbestown Tower - 3507 N Putnam Rd Peshawbestown, MI 49682</b>	<b>\$ -</b>	<b>\$ 21,149</b>	<b>\$ 21,149</b>
<b>GRAND TOTALS</b>	<b>\$ 21,638,900</b>	<b>\$ 4,969,341</b>	<b>\$ 25,608,241</b>

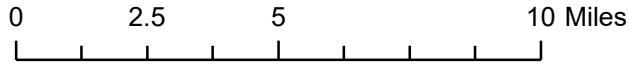
**LEELANAU COUNTY INVENTORY - EQUIPMENT (over \$25,000)**

<u>Description</u>	<u>Replacement Value</u>
2001 Pursuit Board 24' Serial #: SSUC4689E101	\$ 64,284.00
2008 Wellcraft Boat 26' Serial #: WELCSA01F809	\$ 99,255.00
2009 Massey Ferguson Tractor 55HP	\$ 38,000.00
Snow Trail Groomer	\$ 60,000.00
<b>Total</b>	<b>\$ 371,539.00</b>

# Leelanau County Tower Sites

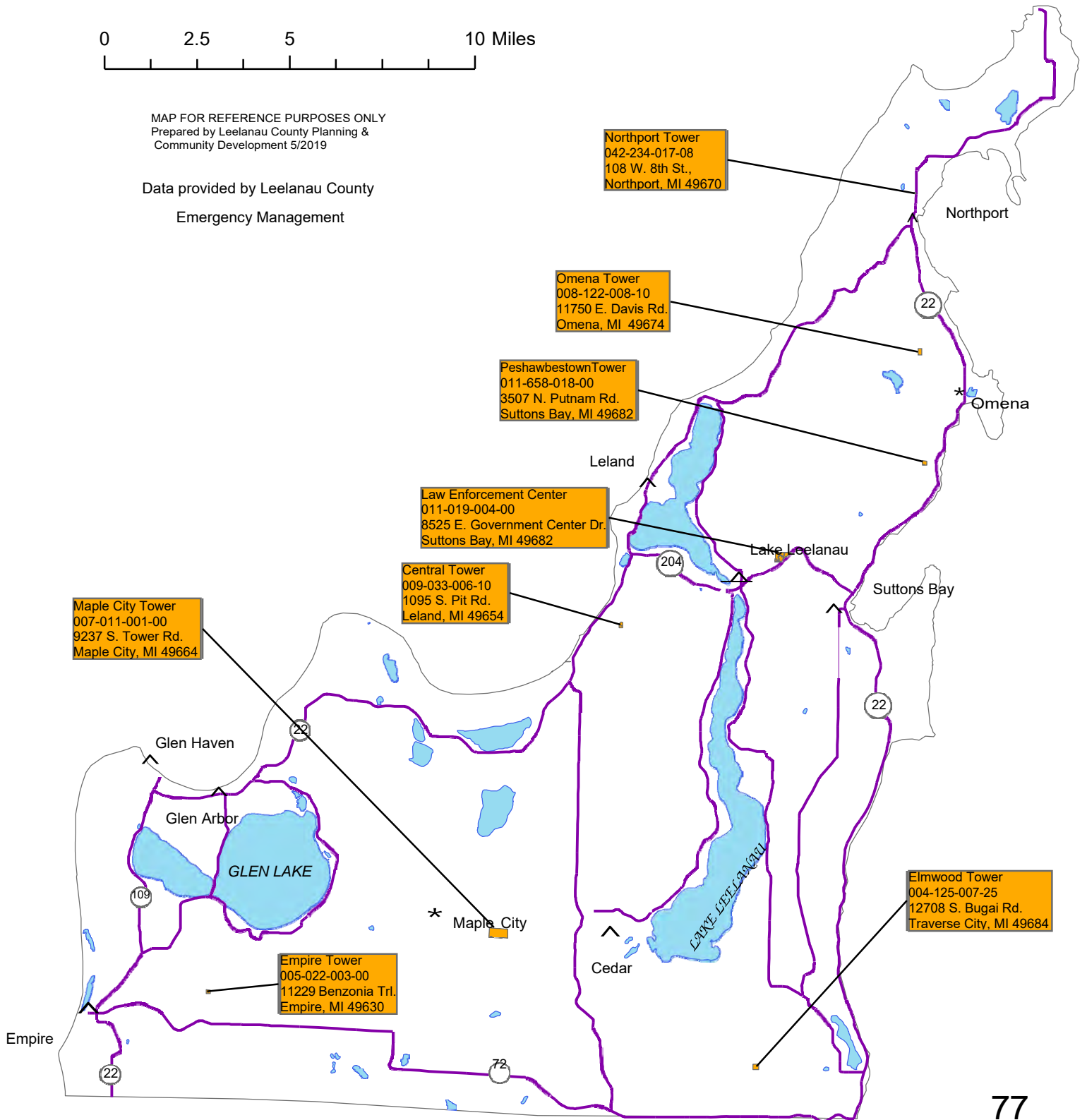


 Leelanau County Tower Sites



MAP FOR REFERENCE PURPOSES ONLY  
Prepared by Leelanau County Planning &  
Community Development 5/2019

Data provided by Leelanau County  
Emergency Management



**Central Tower**  
**1095 S. Pit Rd., Leland MI 49654**  
**Property Tax ID# 009-033-006-10**  
**Size: 8.8 acres**

Liber 355, Page 988

Deed Recorded: December 30, 1992

Property Cost: \$40,000

County owns the tower as well as the property it sits on. It is a 460' lattice guyed structure constructed in 1999. The following co-locators are currently on this site. The County has current lease agreements in place for each vendor:

- Consumers Energy (2031) approximately \$35,000 annually with a 2% annual increase.
- AT&T (2030) approximately \$30,000 annually with a 3% annual increase
- Verizon (2028) approximately \$51,000 annually with a 3% annual increase
- Cherry Capital Connection (2033) approximately \$1,500 annually with a 5% per term increase (Rent deferred until June 1, 2019, per BOC incentives)
- Baraga Broadcasting (2021) approximately \$6,700 annually with a 2% annual increase
- Sprint (2034) finalizing tower contract for approximately \$12,700 annually with a 3% annual increase
- Elevate Net (2033) approximately \$1,900 annually with a 5% per term increase (Rent deferred until June 1, 2019, per BOC incentives)
- Aspen Wireless & Agri-Valley in negotiations for tower contract

**Elmwood Tower**  
**12708 S. Bugai Rd. Traverse City MI 49684**  
**Property Tax ID# 004-125-007-25**

The County has equipment on this lattice guyed structure, but it is owned and maintained by the Michigan Public Safety Communications System (MPSCS) – Michigan Dept. of Technology, Management and Budget. We do not pay rent. No revenue stream for the County at this site.

**Empire Tower**  
**11229 S. Benzonia Trl., Empire, MI 49630**  
**Property Tax ID# 005-022-003-00**

This is a 200' free-standing lattice tower, unknown date it was built. The County has equipment on this tower but it is owned and managed by American Towers. The County does not pay rent and there is no revenue stream for the County at this site.

**Law Enforcement Center**  
**8525 E. Government Center Dr.**  
**Suttons Bay, MI 49682**  
**Property Tax ID# 011-019-004-00**  
**Size: 43 acres**

Liber 563, Page 394

Deed Recorded: December 21, 2000

Property Cost: \$370,000

This is a 190' free-standing lattice structure (2003, modified 2012). The County owns the tower and the property it sits on. The County manages this site.

- Cherry Capital Connection (2033) approximately \$1,500 annually with a 5% per term increase (Rent deferred until June 1, 2019, per BOC incentives)
- Elevate Net (2033) approximately \$1,900 annually with a 5% per term increase (Rent deferred until June 1, 2019, per BOC incentives)
- Aspen Wireless & Agri-Valley in negotiations for tower contract

**Maple City Tower**  
**9237 S. Tower Rd.**  
**Maple City, MI 49664**  
**Property Tax ID# 007-011-001-00**

This 199' guyed lattice structure (1997) is owned by the County and the County leases the land it sits on from Noonan & Sons. The lease agreement is good through 2047.

Current co-locators are:

- AT&T (2030) approximately \$23,000 annually with a 3% annual increase
- Verizon (2028) approximately \$41,000 annually with a 3% annual increase
- Cherry Capital Connection (2033) approximately \$1,500 annually with a 5% per term increase (Rent deferred until June 1, 2019, per BOC incentives)
- Elevate Net (2033) approximately \$1,900 annually with a 5% per term increase (Rent deferred until June 1, 2019, per BOC incentives)
- Aspen Wireless & Agri-Valley in negotiations for tower contract

The fees generated on this site, minus minimal maintenance fees, are split 50/50 between the County and Noonan & Sons.

**Northport Tower**

**108 W. 8<sup>th</sup> St.**

**Northport, MI 49670**

**Property Tax ID# 042-234-017-08**

In 2014, a 199' monopole replaced the 110' free-standing lattice structure. The County owns the tower but leases the property from Leelanau Township in exchange for 50% of co-locator fees, minus a small maintenance fee. The property is located within the Village of Northport.

- AT&T (2030), approximately \$44,000 annually with a 3% annual increase
- Cherry Capital Connection (2033) approximately \$1,500 annually with a 5% per term increase (Rent deferred until June 1, 2019, per BOC incentives)
- Elevate Net (2033) approximately \$1,900 annually with a 5% per term increase (Rent deferred until June 1, 2019, per BOC incentives)
- Aspen Wireless & Agri-Valley in negotiations for tower contract

**Omena Tower**

**11750 E. Davis Rd.**

**Omena, MI 49674**

**Property Tax ID# 008-122-008-10**

This is a 199' free-standing lattice structure (2012). The County owns and manages the tower, but leases the property from Brian & Kelly Mitchell (2031) for 50% of co-locator fees, minus a small maintenance fee.

- AT&T (2030) approximately \$43,000 annually with a 3% annual increase.
- Cherry Capital Connection (2033) approximately \$1,500 annually with a 5% per term increase (Rent deferred until June 1, 2019, per BOC incentives)
- Elevate Net (2033) approximately \$1,900 annually with a 5% per term increase (Rent deferred until June 1, 2019, per BOC incentives)
- Aspen Wireless & Agri-Valley in negotiations for tower contract

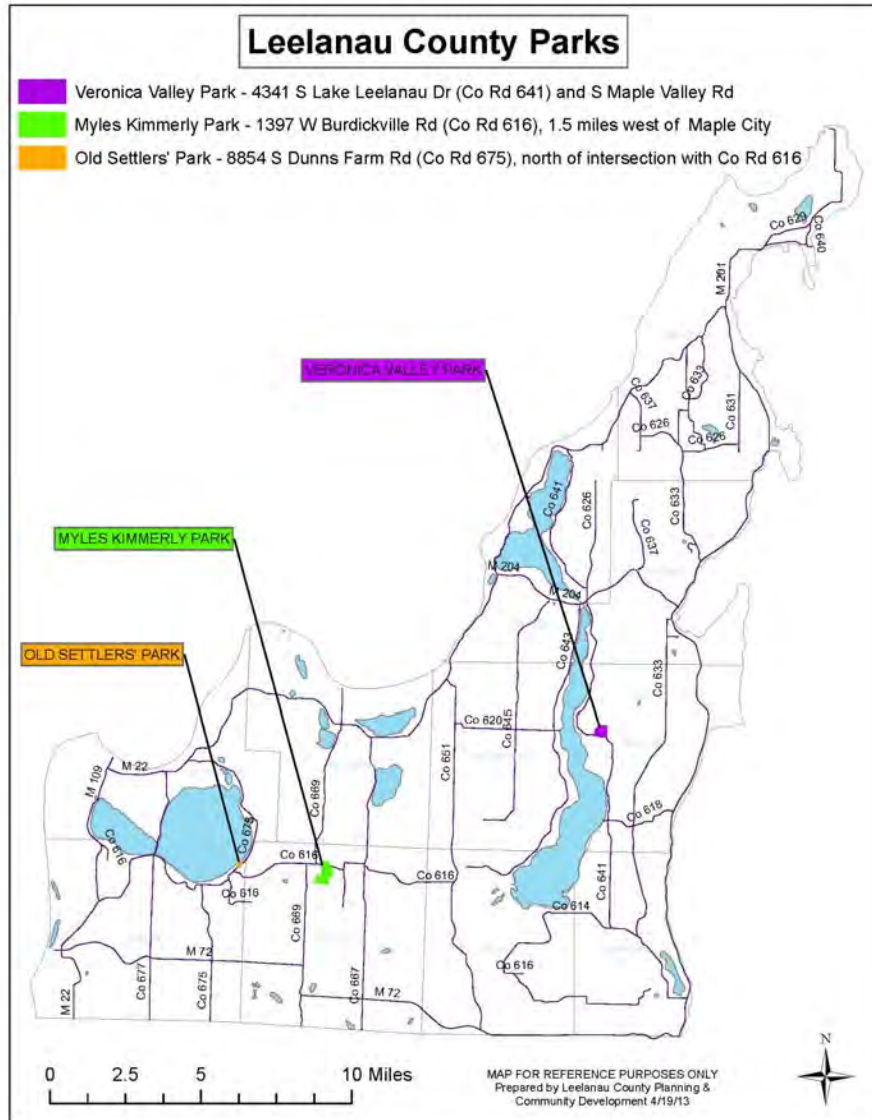
**Peshawbestown Tower**

**3507 N. Putnam Rd.**

**Suttons Bay, MI 49682**

**Property Tax ID# 011-658-018-00**

This is a 260' free-standing lattice tower (2002) owned and managed by GTB. The County has free space on the tower. This is not a revenue stream for the County.



**Myles Kimmerly Recreation Area**  
Kasson Township Size:143 acres

Property Tax ID# 007-004-013-00 Liber 28, Page 556 Deed Recorded: October 29, 1901, Cost: \$2,400	Property Tax ID# 007-009-004-00 Liber 71, Page 615 Deed Recorded: October 11, 1944, Cost: \$700
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**Old Settlers' Park**  
Empire Township Size: 6.5 acres  
Property Tax ID# 005-001-001-00

Liber 40, Page 621 Deed Recorded: June 26, 1912, Cost: \$450	Liber 45, Page 175 Deed Recorded: May 1, 1917, Cost: \$75
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**Veronica Valley Park**  
Bingham Township Size: 92.3 acres  
Property Tax ID# 001-112-010-60 & Property Tax ID# 001-113-001-00

Liber 990 Page 899 Deed Recorded: October 31, 2008, Cost: \$851,528	Liber 998, Page 936 Deed Recorded: February 3, 2009 Cost: \$23,841
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## **Myles Kimmerly Recreation Area**

**Maple City**

**Property Tax ID# 007-004-013-00, 007-009-004-00**

**Size: 143 acres**

The Myles Kimmerly Recreation Area includes property on the north and south sides of County Road 616 approximately 1 mile west of Maple City in Kasson Township. This 143-acre park's amenities provide the opportunity for team sports such as soccer matches and baseball leagues; individual sports such as tennis and disc golf; group gatherings and nature experiences.

### Facilities include:

1. The Patrick Hobbins Hiking Trail, dedicated in 2003 – ¾ mile in length
2. Soccer Fields – spring, summer, and fall
3. Disc Golf Course – 18 holes
4. Maintenance Building
5. Picnic Shelters with Picnic Tables (4)
6. Playground with Large Swing – adult, Baby Swings, Merry-go-Round, Monkey Bars, Play Activity Center/Play Set, Balance Beam
7. Ball Diamonds (3) with Bleachers; two have dug outs (leagues)
8. Basketball Court (1)
9. Tennis Courts (2)
10. Driving Range
11. Volleyball Court
12. Sand Box
13. Pit Toilets
14. Water Hydrants (5)
15. Flagpole
16. Bike Rack
17. Grills
18. Forested Area

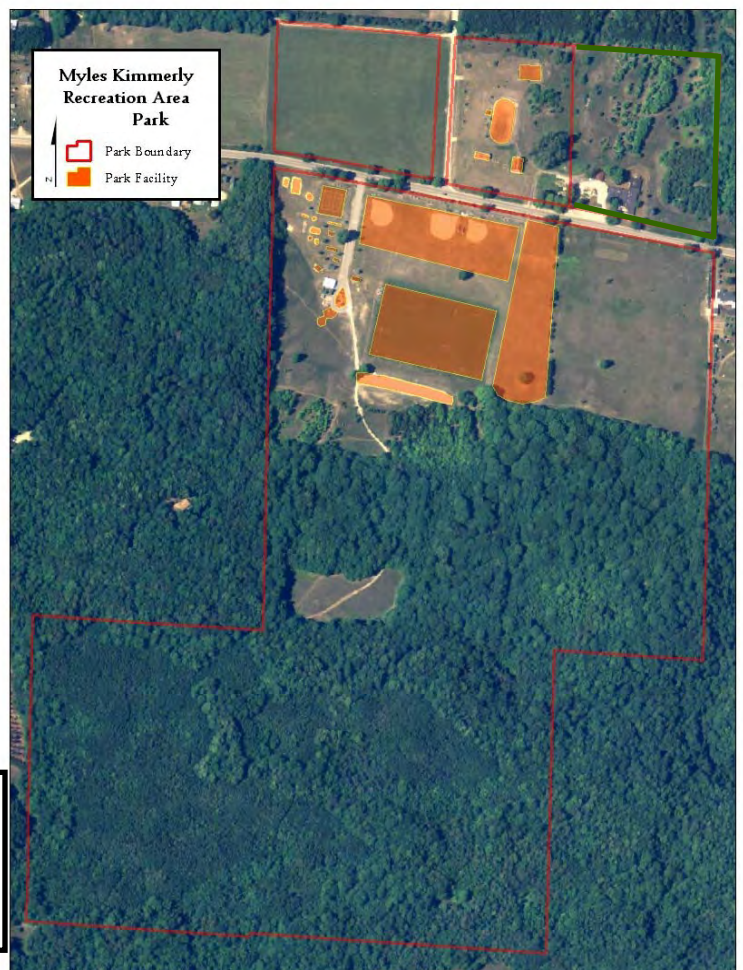


### **4H Livestock Arena**

This park area is across County Road 616 from the Myles Kimmerly recreation area. Amenities provide the opportunity for group/organizational activities such as horse shows, children's agricultural events, and other group/organizational events.

### Facilities include:

1. Large Shelter Area/Pavilion with Access Parking and Pad
2. Show Booth
3. Barn
4. Small Barn/Outbuilding
5. Horse Arenas with Bleachers (2)
6. Picnic Tables
7. Benches (3) Water Hydrants (5)



### **Renovations:**

Landscaping was done in 2000 with grant funds.  
Disc golf course developed in 2003. Cost: \$5,000.  
Baseball dugouts built in 2003. Cost: \$4,000.

*Leelanau County Capital Improvements Program—Existing Capital Facility Inventory*

**Old Settlers' Park**  
***Empire Township***  
**Property Tax ID# 005-001-001-00**  
**Size: 6.5 acres**

Old Settlers' Park is located on the southeastern shore of Glen Lake, on South Dunns Farm Road (County Road 675) in Empire Township. Early settlers' established it as a picnic ground in 1892 with access to Glen Lake. The chapel located on the grounds of the park is available for use and is coordinated and maintained by the Glen Lake Woman's Club on a first come, first serve basis.

Residents of the logging community of Burdickville held a picnic on August 2, 1893 to honor two elderly pioneers, Kasson Freeman and John Fisher. High attendance at this first picnic inspired the organizers to hold one annually. In 1905, they formed the Old Settlers Picnic Association and began raising funds to purchase a permanent picnic ground. The present Old Settlers Park reflects two purchases. In 1912, with funds from the Association, Leelanau County bought a five-acre parcel adjacent to the Methodist Episcopal Church, which was built in 1896.



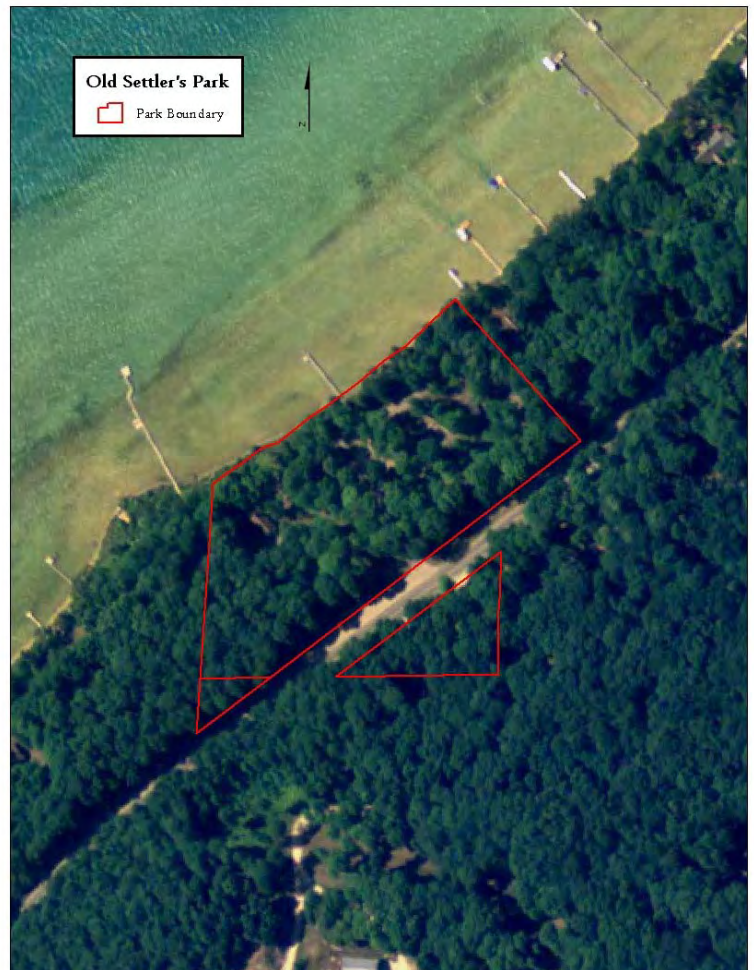
In 1917, the Association funded the county's purchase of the church, with the Methodists stipulating that the church "shall not be used for dancing." Each August, people came from miles around to attend the Old Settlers Picnic.

Facilities include:

1. Chapel/meeting room
2. Fireplaces/Barbecue Stoves (2)
3. Gazebo with seating
4. Playground
5. Boat Launch (Non-motorized)
6. "Grub Shack"
7. Picnic Areas with Tables
8. Grills
9. Benches
10. Pit toilets

Sample activities include:

1. Weddings
2. July 4<sup>th</sup> Flag Raising
3. Old Settlers Annual Picnic
4. Swimming



**Renovations:**  
A new dock was built in 2000  
Chapel foundation restored in 2002.  
Cost: \$18,000

**Veronica Valley Park**  
**Bingham Township**  
**Property Tax ID# 001-112-010-60, #001-113-001-00**  
**Size: 92.3 acres**

The acquisition of the Veronica Valley Park was completed in December 2008 from a Michigan Natural Resources Trust Fund grant award with the help from Rotary Charities and Leelanau County. This parcel is located in Bingham Township at the junction of Maple Valley Road and County Road 641, approximately four (4) miles southwest of Suttons Bay and four (4) miles south of the Village of Lake Leelanau in the east central area of the County. The Park is approximately one-half mile from Lake Leelanau and 12 miles from the City of Traverse City.

The Veronica Valley Park property was formerly a family operated, nine hole golf course that has not been in use for about four years. The site is characterized by gently rolling hills, open space, wetlands, and forested wetlands that include dense stands of white cedar. The property has three bridges and six ponds. Mebert Creek, a designated trout stream, also winds approximately 2,268 feet through the site. The forested and agrarian views will make this site a peaceful retreat for the passive recreation user.

The concept plan for the proposed passive recreation activities blends well with this site that includes gently rolling hills, a scenic trout stream and high quality wetlands. The trail system will reach most of the areas of the park with a high percentage of the trails maintained by a single width of a county mower. Wood-chipped paths and elevated boardwalks are planned leading to viewing platforms in and adjacent to the wetland areas.

In addition to the trails, a picnic area and playground area have been proposed with tables and benches. The two existing parking areas will remain, with one moved so the net increase in parking area will be kept to a minimum. The nature center/youth fishing center will be in and around a proposed pavilion building. This youth/adult educational center will have the following displays: fishing (both in the stream and ponds), stream ecology, pond ecology, wetland ecology, and birdwatching. This center is seen as being used by youth groups, county schools, individual visitors, and tourists and will be a four season park with cross country skiing, snowshoeing, and sledding in the winter.

Facilities include:

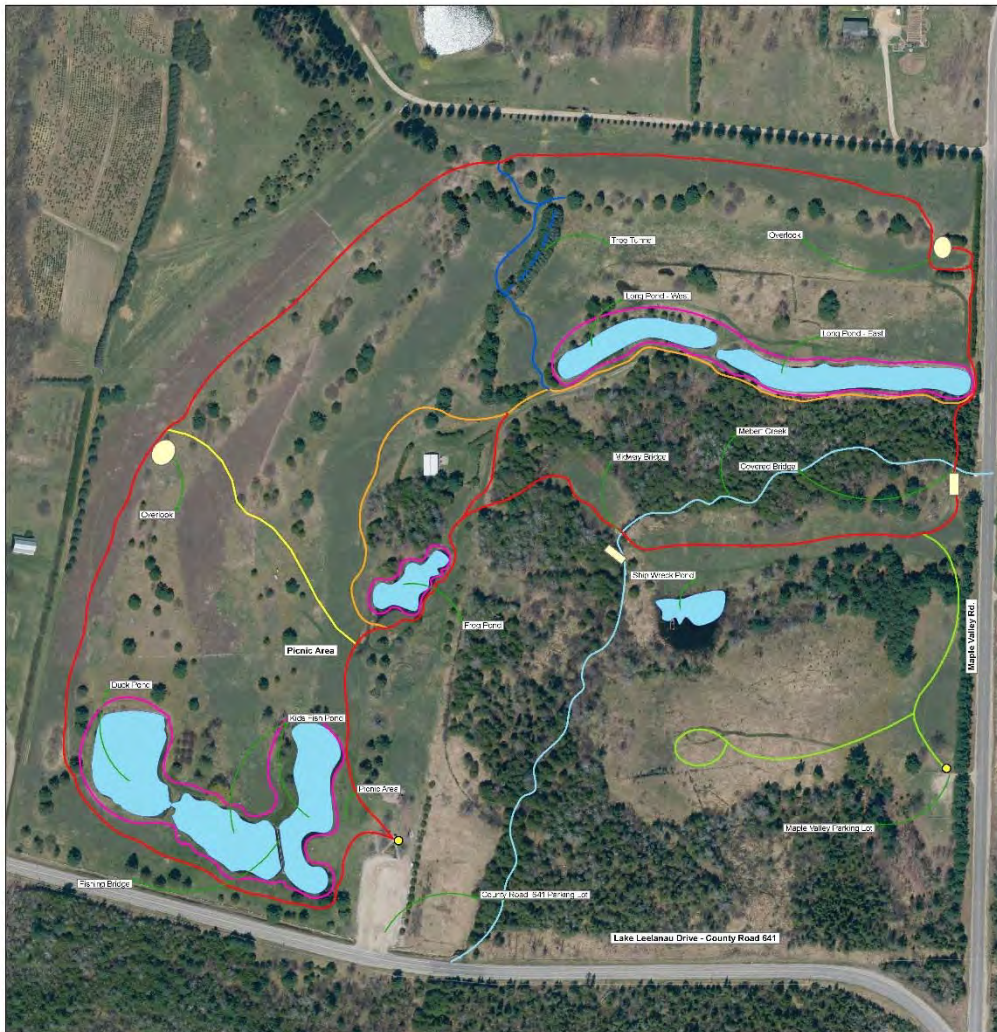
1. Pole barn (24' by 32')
2. Two water wells
3. Septic system
4. Electricity
5. Drinking water fountain
6. Small playground – swings & climber
7. ADA trail access to fishing ponds



Sample proposed activities:

1. Fishing
2. Hiking
3. Bird Watching
4. Cross Country Skiing
5. Snowshoeing
6. Continued hosting of the Kid's Fishing Day by the Lake Leelanau Lake Association
7. Update signage
8. Install several ADA fishing platforms and ADA trail around pond complex
9. Improve parking and install overflow parking
10. Install open-air pavilion and wildlife viewing areas

## Veronica Valley Park



### Leelanau County Parks and Recreation Information & Trail Map Veronica Valley Park

- Red Trail-1.3 mi (6887 ft)
- Yellow Trail-.15 mi (833 ft)
- Orange Trail-.36 mi (1940 ft)
- Blue Trail-.14 mi (745 ft)
- Green Trail-.22mi (1180 ft)

- Mebert Creek
- Information Kiosk
- Frog Pond; Kids Fish/Duck .40 mi (2157 ft); E&W Long .43mi (2281 ft)



Map for Reference Purposes only.  
2017 Orthophotos  
Prepared by Leelanau County  
Planning & Community Development  
July 2019

0 75 150 300 Feet

# Leelanau County Recycling Guide

Leelanau County, Michigan



1 inch = 4 miles

### **Part III: Recommended Capital Improvement Projects**

Part III contains a Summary Chart of Proposed Projects submitted by county departments. Each of these projects has been ranked according to criteria developed by the County Planning Commission, and outlined in Part I of this CIP. Once ranked, each project was given a number of 1, 2, or 3 for Priority Group, based on the score received during the ranking. The **highest Priority Group is “1”** which means the project is considered “urgent”. A **Priority 2** is given to a project that is considered “important”, and a **Priority 3** is given to a project which is considered “desirable”.

Also attached is a proposed timeline of funding for the proposed projects.

**Summary Chart of Proposed Projects**

Priority Group	Item Number	Project Title	Location	Department Accountability	Start/End Date	Project Summary	Needs Fulfilled	Approx. Cost & Funding Sources	Own	Lease	Less Trade in / Matching Funds
2	2016-02	<b>Patrol Boat (Lake Michigan)</b>	County-Wide	Sheriff's Dept	2019/2019	A specialized boat to be used in Lake Michigan waters.	Improved security on Lake Michigan waters	\$500,000	x		
								<b>Funding:</b>	Federal Port Security Grant, General Fund, Private foundation		
2	2016-03	<b>Storage Garage</b>	County Government Center	Buildings & Grounds / Sheriff's Dept	2020/2021	Add to existing pole building, including 3 overhead doors.	Secured storage of maintenance & county equipment (including Family Court items i.e. kayaks, bikes, trailers)	\$180,000	x		
								<b>Funding:</b>	General Fund		
2	2016-05	<b>Security Fencing/Electric Gate</b>	County Government Center	Sheriff's Dept	unknown	Add security fencing w/electronic gate for SW parking lot next to Sheriff's Office.	Improved security of numerous law enforcement items, including firearms and	\$25,000	x		
								<b>Funding:</b>	General Fund, Capital Improvement Fund		
3	2016-06	<b>Improvements - Myles Kimmerly Park</b>	Myles Kimmerly Park	Parks & Recreation Commission	2020/2021	Replace/ expand tennis courts, 1 mile paved trail, level and relocate baseball fields, irrigate picnic and ball diamonds, replace resrooms, perimeter trail	Meets goal in updated Parks & Rec Plan. Promotes outdoor physical activity of residents, improve general safety of deteriorated areas.	\$300,000	x		
								<b>Funding:</b>	General Fund, Parks and Rec Budget, Grants, 2% allocations		
2	2016-08	<b>Improvements Veronica Valley</b>	Veronica Valley	Parks & Recreation Commission	unknown	Control of invasive species, fishing platform, new trails, bird viewing platform, restroom, pavillion, parking lot improvements	Meets goal in updated Parks & Rec Plan. Improved accessibility and increased services.	\$200,000	x		
								<b>Funding:</b>	General Fund, Parks and Rec Budget, Grants, 2% allocations		
3	2016-13	<b>Upgrade Computer equipment</b>	County Government Center	Register of Deeds	2020/2020	Technology upgrade for Reg of Deeds for use of the Automation Fund	Updated technology	\$16,000	X		
								<b>Funding:</b>	Automation Fund #256		
2	2016-20	<b>Keywatcher System</b>	LEC	Sheriff's Dept	2020/2020	Morse Watchman Keywatcher System	Multi-unit system	\$17,137	X		
								<b>Funding:</b>	General Fund, RAP Grant		
2	2016-22	<b>Equipment</b>	Parks & Recreation	Parks & Recreation Commission	2020/2021	Replace small John Dere tractor and old Cross Country Ski Groomer. Kubota RTV converted to winter use. Used in Myles Kimmerly and Veronica Valley parks.	Meets goal of approved Parks & Rec Plan. Existing equipment too old and costly to repair	\$40,500	X		
								<b>Funding:</b>	Parks & Rec Budget		
3	2017-02	<b>Upgrade/replace Harris General Ledger Software</b>	Leelanau County Government	Treasurer / Acctg / Clerk	2020/2020	Upgrade / replacement to 15 year old software. For receipting, accounts payable, payroll, etc.	Current software is 15 years old, and at some point - will be out of service.	\$191,085	X		
								<b>Funding:</b>	General Fund		
2	2018-01	<b>Roof Repairs</b>	Law Enforcement Center	Buildings & Grounds /Sheriff's Dept.	2020/2021	Roof repairs - partial or full roof	Correct work conditions	\$500,000	X		
								<b>Funding:</b>	Capital Improvement		
1	2018-05	<b>Tower Top Amplifiers</b>	Towers	Emergency Management/9-1-1	2019/2019	Install Tower Top Amplifiers (TTAs)	Increase radio coverage & communications across the county	\$89,234	X		
								<b>Funding:</b>	Tower Repair budget, Communications Capital Project Fund, MMRMA grant		

**Summary Chart of Proposed Projects**

Priority Group	Item Number	Project Title	Location	Department Accountability	Start/End Date	Project Summary	Needs Fulfilled	Approx. Cost & Funding Sources	Own	Lease	Less Trade in / Matching Funds
2	2019-01	<b>AED Purchase (36 units) and Replace 17 units</b>	County buildings and Sheriff patrol cars	Emergency Management/9-1-1	2019/2019	Install Aeds in all Sheriff patrol cards and in county buildings to replace out of date equipment.	Provide lifesaving resources for use of first responders, and trained personnel	\$44,028.00	X		
								<b>Funding:</b>			
2	2019-02	<b>HVAC System - Government Center</b>	Government Center	Buildings & Grounds	2019/2020	Install new HVAC system for Government Center	Replace existing system	\$3,500,000.00	X		
								<b>Funding:</b>	General Fund		
2	2019-03	<b>Patrol Vehicles</b>	LEC	Sheriff's Dept	2020/2020	Purchase new road patrol vehicles (3)	Annual purchase to replace aging vehicles	\$110,000	X		\$24,000
								<b>Funding:</b>	Motor Pool fund		
1	2019-04	<b>Tower Generators</b>	Towers	Emergency Management/9-1-1	2019/2019	Replace generators at Maple City and Central Tower sites	Replace older generators	\$15,500.00	X		
								<b>Funding:</b>	Tower Repair budget		
2	2019-05	<b>Aerial Imagery</b>	County-wide	Planning / Equalization/9-2-1	2020/2020	New aerials for the county - flown on a 5 year schedule. Needed for 9-1-1 Emergency Services, assist with mapping in GIS, address ordinance, implement plans.	Improved emergency services, updates to plans and ordinances, and mapping	\$45,000.00	X		
								<b>Funding:</b>	Mapping Fund, General Fund, 2%		

*Total estimated cost of Proposed Projects:*

*\$5,772,296*

**Projected Annual Capital Costs 2019-2024**

Item Number	Project Title	Priority Group	2019	2020	2021	2022	2023	2024	Estimated Cost *
2016-02	Patrol Boat (Lake Michigan)	2	\$500,000						\$500,000
2016-03	Storage Garage	3		\$90,000	\$90,000				\$180,000
2016-05	Security Fencing/Electric Gate	2				\$25,000			\$25,000
2016-06	Improvements - Myles Kimmerly Park	3		\$150,000	\$150,000				\$300,000
2016-08	Improvements - Veronica Valley	2		\$50,000	\$50,000	\$50,000	\$50,000		\$200,000
2016-13	Upgrade Computer Equipment	3		\$16,000					\$16,000
2016-20	Keywatcher System	2		\$17,137					\$17,137
2016-22	Equipment	2		\$20,500	\$20,000				\$40,500
2017-02	Upgrade/repalce Harris General Ledger Software	3		\$191,085					\$191,085
2018-01	Roof Repairs	2		\$250,000	\$250,000				\$500,000
2018-05	Tower Top amplifiers	1	\$89,234						\$89,234
2019-01	AED Purchase & Replacement	2	\$44,028						\$42,840
2019-02	HVAC System	2	\$2,000,000	\$1,500,000					\$3,500,000
2019-03	Patrol Vehicles	2		\$110,000					\$110,000
2019-04	Tower Generators	1	\$15,500						\$15,500
2019-05	Aerial Imagery	2		\$45,000					\$45,000
	<b>TOTALS</b>		<b>\$2,648,762</b>	<b>\$2,439,722</b>	<b>\$290,000</b>	<b>\$75,000</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$5,772,296</b>

\* Estimated Costs were presented by County Departments and may be based on estimate, actual bid, or approximation. Estimated costs are subject to change.

## **PART IV: Recommendations**

Based on the review by staff of the Leelanau County Planning & Community Development office, the Leelanau County Planning Commission reviews the proposed projects and forwards a final recommendation to the County Board. The County Board will then review the final CIP recommendation and consider funding of new projects, as well as the re-appropriation of funds for existing projects, as part of the annual budget cycle.

### **Recommendations**

#### 1. Adopt the CIP

During the planning process, criteria, ranking, and prioritization steps are defined for capital improvement projects, and adopted by the County Planning Commission. These steps are to be applied to all infrastructure decisions. Adoption of the CIP by the County Board of Commissioners establishes a set procedure to be used for making decisions and financing capital improvements.

#### 2. Maintain Capital Improvement Planning

In order to maintain a comprehensive approach to the management of County facilities and parcels of land, the County should maintain a commitment to long range planning, including:

- Continue funding capital maintenance for existing facilities.
- Consider revenue generating options on currently owned properties (i.e. sale of timber, leasing or selling property, etc.).
- Require county departments to utilize the CIP on an annual basis and submit proposed projects to the Planning Commission for inclusion in the CIP, prior to funding being requested.
- Develop an annual Capital Improvement Program (CIP) by the Planning Commission, and approval by the Board of Commissioners as part of the budget process.
- Continue to make annual appropriations for the purpose of safeguarding the value of buildings, and address long term needs.
- Explore options and means of making County facilities more efficient in energy usage.
- Continue to commit to technology improvements in order to meet the goals of improved delivery of services and efficient County operations. Software solutions, such as document imaging, web based applications, and geographic information systems (GIS), will help achieve these goals. Hardware solutions, such as servers, are also necessary.

#### 3. Adopt Submittal Form

- Adopt the Submittal Form and require all departments to utilize the Submittal Form for capital projects. The Submittal Form will be reviewed periodically by the County Board. The Submittal Form will be released at the end of each year to department heads, and required to be completed and returned by January 31 of the next year.

#### 4. Capital Fund

- In order to continue funding future projects, the County Board should allocate annual funds to be deposited into a Capital Improvement Fund. Funds from the sale of property and equipment, should also be considered for deposit into this Fund.

#### 5. Capital Improvements

- For all capital improvement projects, contracts will include language that requires appropriate permits are pulled and passed, and the repair or construction is completed according to bid specs, and local and state construction codes.
- After repairs or new construction are completed and the permit process is completed, the County will establish a date for walk-thru and inspection *prior* to the 18 month warranty time expiring. The contractor will be notified immediately if the walk-thru and inspection reveals that additional repairs or work are required as part of the contract and warranty.

**Leelanau County Capital Improvement Program (CIP)**  
**Submittal Form**

**Directions:** Departments/Agencies submitting a proposed project for inclusion in the CIP will receive this form at the beginning of each year. The form must be completed in its entirety, and returned by January 31 to the Planning & Community Development office.

**Be specific and provide detailed information for any project anticipated within the next six (6) years. Each Project/Equipment request requires a separate Submittal Form.**

Project title: \_\_\_\_\_ Department: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Date Prepared: \_\_\_\_\_

CIP ID#: \_\_\_\_\_ Anticipated Start Date: \_\_\_\_\_

Check one:    New Project     Revision of Already Submitted Project

**D PROJECT**

**A) Project Description:** Provide a brief (1-2 paragraph) description of the project

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**B) JUSTIFICATION**

**If desirable, provide attachments with more details**

1) Planning context: Is this project part of an adopted program, policy, or plan?

NO

YES (must identify): \_\_\_\_\_

Must list the adopted program or policy, and how this project directly or indirectly meets these objectives.

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2) Planning context: Is the community legally obligated to perform this service?

NO

YES

Please describe the community's legal obligation:

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3) Explain how the project will a) eliminate or prevent an existing health, environment, or safety hazard and/or; b) alleviate an emergency service deficiency or disruption.

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4) How is the project consistent with and supported by your department program goals?

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5) How is the project supported by goals of the **Leelanau General Plan**?

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6) How is the project consistent with and supported by local plans (a Master Plan, Parks & Recreation Plan, Trail Plan, etc.)

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7) How will the project improve and/or protect the County's infrastructure?

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8) How will the project improve and/or increase the level of service provided by the County?

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9) List any other anticipated benefits that are not described above, such as: preservation of historic building/feature, increased economic development opportunity, saving greenspace/farmland, meeting a regulatory requirement, etc.

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**C) Coordination:** Please identify if this project is dependent upon one or more other CIP projects and please describe what the relationship is:

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**D) Project time line:** Estimated project beginning and ending dates. Be sure to include any work being done in prior years, including studies or other planning:

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**E) Prior approval:** Is this project included in a prior year's budget? Has this project been approved by any board, commission or governing body?

- YES: Please check all appropriate box(es)
  - Governing body
  - Planning Commission
  - Prior year budget: \_\_\_\_\_
- NO

**F) Total estimated cost:** \$ \_\_\_\_\_

1) **Basis of cost estimate:** Please check one of the following:

- Cost of comparable facility/equipment
- Cost estimate from engineer/architect
- Rule of thumb indicator/unit cost
- Preliminary estimate
- Ball park "guesstimate"

2) List all funding options available for this project:

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3) Recommended funding option(s) to be used?

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4) Will the project leverage outside funding for project completion? If yes, from what source?

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5) Will the project require additional personnel, materials/supplies, (or) will it increase operating costs?

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**G) Cost to Benefit Considerations: Estimate the number of citizens impacted and the benefits of that impact comparing those benefits to the total estimated costs**

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## **II) EQUIPMENT**

**A) Equipment description:** \_\_\_\_\_ **Date prepared:** \_\_\_\_\_

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

**Form of acquisition:** Please check one of the following:

- Purchase
- Rental/lease

Number of units requested: \_\_\_\_\_

Estimated service life (years): \_\_\_\_\_

### **B) Justification**

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**Purpose of expenditure:** Please check appropriate box(es)

- Scheduled replacement
- Replace worn-out equipment
- Expanded service life
- Increased safety
- Present equipment obsolete
- Reduce personnel time
- New operation
- Improved service to community, procedures, etc.
- Other: \_\_\_\_\_

**C) Cost Factors**

<b>DIRECT COSTS</b>	<b>PER UNIT (\$)</b>	<b>TOTAL COST (\$)</b>
Purchase price or annual rent/lease		
Plus: installation or related charges		
Plus: annual operational costs		
Less: annual operational savings		
Less: trade-in, salvage value, discount		
<b>Net purchase cost/annual rent</b>		

**Replaced item(s):** attach separate page if necessary

<b>ITEM</b>	<b>MAKE</b>	<b>AGE</b>	<b>PRIOR YEAR'S MAINTENANCE</b>	<b>PRIOR YEAR'S RENTAL COST</b>
			\$	\$
			\$	\$
			\$	\$
			\$	\$

# EXECUTIVE DOCUMENT SUMMARY

Department: Emergency Management Contact Person: <u>Matt Ansoorge</u> Telephone No.: <u>(231) 256-8775</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board: <u>08/13/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>08/20/2019</u>

<b>Source Selection Method</b>	<b>VENDOR:</b> <u>AT&amp;T (New Cingular Wireless)</u>
<input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____	Address: <small>Suite 13-F West Tower 575 Morosgo Drive Atlanta, GA 30324</small> _____ Phone: _____

Budgeted Amount: _____ <u>0.00</u>	Contracted Amount: _____ <u>\$ 0.00</u>
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<b>Document Description</b>	
<input checked="" type="checkbox"/> Amendment	<input type="checkbox"/> Other _____


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

The Leelanau County Office of Emergency Management is asking for consideration by the Board to allow AT&T to amend its Tower Lease Agreement for the Omena Tower site (see attached). AT&T is working to upgrade its equipment throughout the nation to expand the network dedicated to Emergency First Responders (FirstNet). AT&T has equipment on four of the five County-owned towers and will continue to upgrade equipment on both this tower and the Central Tower.

AT&T is seeking to extend its existing tower lease agreements, initially asking for 30-year extensions on each tower site. I informed AT&T that it is the County Board's position to limit all tower lease agreements to a maximum of 15 years. I am recommending that the terms be reset so that AT&T has 3, five-year terms for each tower agreement, providing both parties longevity in the partnership.

Rental figures will not change on these towers because loading of equipment will not increase; however, AT&T is recommending amendments to all existing Agreements to mark their expansion of FirstNet capabilities. The amendment has been reviewed by the County's Attorney and language was removed that provided AT&T with too much latitude to modify equipment without notice.

**Suggested Recommendation:** I recommend to the Leelanau County Board of Commissioners to approve and authorize the County Board Chairman to sign the Second Amendment to the Tower Space Lease Agreement for AT&T on the Omena Tower site; further, to reset the terms of the Agreement to the first year of 3 new five-year terms.

Department Head Approval:  Digitally signed by Matt Ansoorge  
 Date: 2019.08.05 14:47:25 -04'00' Date: 08/05/2019

## SECOND AMENDMENT TO TOWER SPACE LEASE AGREEMENT

THIS SECOND AMENDMENT TO TOWER SPACE LEASE AGREEMENT (“**Second Amendment**”), dated as of the latter of the signature dates below, is by and between County of Leelanau, a Municipal Corporation, within the state of Michigan, having a mailing address of 8527 E. Government Center Drive, Suite 101, Suttons Bay, MI 49682 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30324 (“**Lessee**”).

WHEREAS, Lessor and Lessee entered into a Tower Space Lease Agreement dated August 28, 2012, First Amendment dated August 28, 2014, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 1117 South Pit Road, Leland, MI 49654 (“**Agreement**”); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Additional Antennas.** In addition to the other antennas permitted in the Agreement, Lessor consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit B-1. Lessor’s execution of this Amendment will signify Lessor’s approval of Exhibit B-1. Exhibit B-1 hereby replaces Exhibit B to the Agreement.

2. **Amendment of Term.** The parties hereby agree this Amendment shall reset Section 3 of the original Lease to the Initial Term. The Initial Term of this Lease shall be for a period of five (5) years commencing on the first day of the month following the date in which it has been executed by the representatives of both the County and Lessee (the “Commencement Date”), and expiring on the fifth anniversary of the Commencement Date unless otherwise terminated or extended as provided in the original Lease.

3. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum

of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

**“LESSOR”**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**“LESSEE”**

New Cingular Wireless PCS, LLC  
By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name:  
Its:  
Date: \_\_\_\_\_

**[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]**

LESSEE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_\_\_\_ before me personally appeared

Terry Lundquist, and acknowledged under oath that he is the Sr. Tech Project Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County,  
My Commission Expires: \_\_\_\_\_

LESSOR ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT B-1**

TRAVMI5295 – Leland  
1117 South Pit Road, Leland, MI  
Owner: Leelanau County  
RAD Center: 325'

**Current Loading**

Antennas

- (3) Andrew-Commscope SBNHH-1D65C
- (6) PowerWave P90=16=XLH-RR
- (3) Commscope RV4PX310R-V2
- | (4) Omni Antennas

RRH

- (3) RRH2x40W-07L
- (3) B25 RRH4x30-4R
- | (3) B66A-RRH4x45

TMA

- (3) TT19-08BP111-01
- | (3) DBC0061F1V51-2

Cables

- (1) 10mm Fiber
- (4) 3/4" DC cables
- (12) 1 5/8" Coax
- (1) 3/8" RET cable

Surge Suppression System

- (1) DC6-48-60-18-8F
- | (1) DC6-48-60-0-8F

**Proposed (FINAL) Loading**

Antennas

- (3) KMW EPBQ-654L8H8-L2
- (3) PowerWave P90-16-XLH-RR
- (3) CCI HBSA33R-KU8AA
- (4) Omni Antennas

RRH

- (3) Airscale RRH 4TR4 B5 160W AHCA
- (3) B25 RRH4x30-4R
- (3) B66A-RRH4x45

TMA

- (3) TT19-08BP111-001
- (3) DBC 61F1V51-2

Cables

- (2) 10mm Fiber
- (5) 3/4" DC cables
- (12) 1 5/8" Coax
- (1) RET cable
- (1) 0.96" DC cable

Surge Suppression System

- (1) DC6-48-60-18-8F
- (1) DC6-48-60-0-8F

**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LESSEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

# EXECUTIVE DOCUMENT SUMMARY

Department: Emergency Management Contact Person: <u>Matt Ansorge</u> Telephone No.: <u>256-8775</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board: <u>09/11/2018</u> <input checked="" type="checkbox"/> Regular Session: <u>09/18/2018</u>

<b>Source Selection Method</b>	<b>VENDOR:</b> <u>Motorola Solutions</u>
<input checked="" type="checkbox"/> State Contract <input type="checkbox"/> Other: _____	Address: <u>1299 E Algonquin Road Schaumburg, IL 60196</u> Phone: <u>(800) 247-2346</u>

Budgeted Amount: _____ \$ 21,000.00	Contracted Amount: _____ \$ 0.00
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<b>Document Description</b>	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Dispatch Console Maintenance</u>

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

The 1 year maintenance agreement we entered into with Motorola for Dispatch Console equipment will expire this month. The 1 year maintenance agreement was recommended last year in hopes that there would be alternative options for vendors to maintain and support the functionality of our MCC7500 consoles. Unfortunately, Motorola is the only authorized vendor by the State of Michigan to support this equipment that links directly into their MPSCS System.

We have identified a 5 year maintenance agreement that will continue support of our Dispatch Consoles for a longer term. Motorola will be sending the proposal so that I can forward it on to the County Attorney for review. We have budgeted \$21,000 this year for maintenance and I fully expect this proposal to be under that amount.

**Suggested Recommendation:** I recommend to the Board of Commissioners to accept the proposal from Motorola Solutions in the amount not to exceed \$21,000.00 for Dispatch Console and Recorder Equipment Maintenance, money to come from Dispatch 911 Services Fund 232.801, pending County Attorney approval.



1299 E Algonquin Rd  
 Attn: National Service Support, IL06 Door # 82  
 Schaumburg, IL 60196

## SERVICE AGREEMENT

Quote Number : QUOTE-623884  
 Contract Number: USC000098407  
 Contract Modifier: R03-MAY-19 19:54:13

Date: 07-AUG-2019

Required P.O.:

Company Name:	Leelanau County
Attn:	Matt Ansorge
Billing Address:	8527 E. Government Ctr. Dr.
City, Province, Postal Code:	Suttons Bay, MI 49682
Customer Contact:	Matt Ansorge
Phone:	231-256-8775

Customer #: 1036859653  
 Bill to Tag#: 0001  
 Contract Start date: 01-SEP-2019  
 Contract End date: 31-AUG-2023  
 Anniversary Day: AUG 31st  
 Payment Cycle: ANNUAL  
 Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	5 YEAR EXT AMT
1	SVC01SVC1101C	***** Recurring Services ***** ASTRO INFRASTRUCTURE REPAIR W/ADV REPL SZ0796427D1	
1	SVC01SVC1102C	ASTRO DISPATCH SERVICE SZ0796427D1	
1	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT SZ0796427D1	
1	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE SZ0796427D1	
1	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE- STANDARD SZ0796427D1	
1	SVC02SVC0127A	NICE GOLD PACKAGE SZ0796427D1_(NICE)	
1	LSV02S00197A	SERVICE FROM THE START ESSENTIAL - CONSOLETTES	
		Sub Total	\$107,141.79
		Taxes	0.00
		Grand Total	\$107,141.79
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS  Covered Equipment: MCC7500 consoles and supporting backroom equipment, NICE logging, APX consolettes		TAXES MAY APPLY AS PER THE JURISDICTIONS	

Subcontractor(s)	City	State
NJ-PARAMUS, NICE SYSTEMS - Nice Systems Inc	PARAMUS	NJ
IL-DO066-SCHMBG, MSI-SSC CALL CTR	SCHAUMBURG	IL
IL-DO002-ELGIN, MSI-INFRA REPR	ELGIN	IL
IL-DO068-SCHMBG, MSI-TECH SUP	SCHAUMBURG	IL
MI-ROCHESTER HL, COMSOURCE INC - Comsource Inc	ROCHESTER HILLS	MI


I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

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AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME)

	Customer Support Manager	8/7/19
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE

Dave Wojtyko	989-306-3449	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	

Company Name : Leelanau County  
Contract Number : USC000025780  
Contract Modifier : R03-MAY-19 19:54:13  
Contract Start Date: 01-AUG-2019  
Contract End Date : 31-JUL-2023

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's

notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### **Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

### **Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The customer will not be issuing a PO and funds will be encumbered according to the schedules, and invoices will be paid as received.

### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this

Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

**Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

**Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

**Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

**Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

**Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its

subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

**Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

**Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

# **ASTRO<sup>®</sup> 25 OnSite Infrastructure Response & Dispatch Service Statement of Work**

**Version 1.6**

## **OnSite Infrastructure Response and Dispatch Service Overview**

Motorola's OnSite Infrastructure Response & Dispatch service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening a case for onsite support and monitoring the status of that case to ensure strict compliance to committed response times.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

### **1.1 Description of Services**

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Severity Levels set forth in Section 4.0 - Severity Level Definitions and Response times set forth in Section 5.0 – Severity Level Response Time Commitments table in order to restore the system.

Motorola will provide case management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and case closure. The SSC will continuously track and manage cases from creation to close through an automated case tracking process.

### **1.2 Scope**

OnSite Infrastructure Response & Dispatch service is available 24 hours a day, 7 days a week in accordance with [Severity Level Definitions](#) and [Severity Level Response Time Commitments](#) listed in sections 4.0 and 5.0 of this document.

### **1.3 Geographic Availability**

OnSite Infrastructure Response and Dispatch is available to customers worldwide where Motorola servicers are present. Response times are based on the customer's local time zone.

### **1.4 Inclusions**

Onsite Infrastructure Response and Dispatch Service can be delivered on Motorola-sold infrastructure.

## **2.0 Motorola has the following responsibilities:**

- 2.1. Receive service requests.
- 2.2. Create a case as necessary when service requests are received. Gather information to perform the following:
  - 2.2.1. Characterize the issue.
  - 2.2.2. Determine a plan of action.
  - 2.2.3. Assign and track the case to resolution.
- 2.3. Dispatch a servicer as required by Motorola standard procedures and provide necessary case information collected in 2.2.
- 2.4. Ensure the required personnel have access to customer information as needed.
- 2.5. Servicer will perform the following on-site:
  - 2.5.1. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
  - 2.5.2. Replace defective Infrastructure or FRU, as supplied by customer<sup>1</sup>.

- 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
- 2.5.4. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
- 2.6. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan required by section 3.2. If verification by customer cannot be completed within 20 minutes of restoration, the case will be closed and the Servicer will be released.
- 2.7. Escalate the case to the appropriate party upon expiration of a response time.
- 2.8. Close the case upon receiving notification from customer or servicer, indicating the case is resolved.
- 2.9. Notify customer of case status as defined by the Customer Support Plan:
  - 2.9.1. Open and closed; or
  - 2.9.2. Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
- 2.10. Provide Case activity reports to customer if requested.

### **3.0 Customer has the following responsibilities:**

- 3.1. Contact Motorola, as necessary, to request service.
- 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
  - 3.2.1. Case notification preferences and procedure.
  - 3.2.2. Repair verification preference and procedure.
  - 3.2.3. Database and escalation procedure forms.
  - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
- 3.3. Provide the following information when initiating a service request:
  - 3.3.1. Assigned system ID number.
  - 3.3.2. Problem description and site location.
  - 3.3.3. Other pertinent information requested by Motorola to open a case.
- 3.4. Allow Servicers access to equipment.
- 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system as set forth in paragraph 2.5.2.
- 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
- 3.7. Maintain and store in an easily accessible location proper system backups.
- 3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer in accordance with section 3.2.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

<sup>1</sup>Infrastructure Repair with Advanced Replacement (IRAR) is a service offering that provides repair and replacement of infrastructure equipment. IRAR enhances Onsite and Dispatch Service by enabling a faster response and repair times.

## 4.0 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>• 33% of call processing resources impaired</li> <li>• Site Environment alarms:                             <ul style="list-style-type: none"> <li>○ Smoke</li> <li>○ Unauthorized access</li> <li>○ Temperature</li> <li>○ Power failure</li> </ul> </li> </ul>
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management).</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>• Less than 33% of call processing resources impaired</li> <li>• Failure of a single redundant component</li> </ul>
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>• Intermittent faults that are infrequent and minor impact to core services</li> <li>• Statistical reporting problems</li> </ul>
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>• Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user.</li> <li>• Faults that have no impact in how the user perceives the system to work.</li> <li>• Cosmetic issues.</li> <li>• Requests for information.</li> <li>• Preventive Maintenance</li> </ul>

## 5.0 Severity Level Response Time Commitments

(Customer's Response Time Classification is designated in the Customer Support Plan.)

<b>Severity Level</b>	<b>Standard Response Time</b>
Severity 1*	Within 2 hours from receipt of notification continuously
Severity 2	Within 2 hours from receipt of notification Standard Business Day
Severity 3	Within 8 hours from receipt of notification Standard Business Day
Severity 4	Within 12 hours from receipt of notification Standard Business Day

\*Premier Response is an option that provides a 2-hour response time for severity 1 issues.

# **ASTRO<sup>®</sup> 25 Technical Support Statement of Work**

**Version 1.4**

## Technical Support Overview

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO network expertise and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola System Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Technical Support provides access to a solutions database, as well as access to in house test labs and additional Motorola technical resources

Motorola applies industry best practices in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

### 1.1 Description of Technical Support Services

Motorola's System Support Center (SSC) will provide technical support to assist the customer's technical resources of the Motorola's currently supported infrastructure. This team of highly skilled professionals is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

The Technical Support Operations is available 24 hours a day; 7 days per week to support technical requests ([see severity level response time commitments](#)). Calls requiring incidents, problems, or service requests will be logged in Motorola's issue management system. This ensures that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. The Technical Support Operations shall assign the priority level as in accordance with the agreed [Severity Level Definitions](#) stated in this document.

Motorola will track the progress of each case from initial logging to resolution. Motorola will ensure that the customer is advised of the case progress and informed of tasks that require further investigation and assistance from the customer's technical resources

The provision of this service requires that the customer provides a suitably trained technical resource that delivers maintenance and support to the system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

### 1.2 Scope

Technical Support service is available 24 hours a day, 7 days a week based on [Severity Level Definitions](#).

### 1.3 Geographic Availability

Technical Support is available to any customer regardless of their geographic location and timeframes are based on the customer's local time zone.

## 1.4 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3<sup>rd</sup> party products.

## 1.5 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.5.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by with SSC working remotely with the local customer technical resource.
- 1.5.2 Third party support for equipment not sold by Motorola as part of the original system.
- 1.5.3 System installations, upgrades, and expansions.
- 1.5.4 Customer training.
- 1.5.5 Hardware repair and/or exchange.
- 1.5.6 Network security services.
- 1.5.7 Network transport.
- 1.5.8 Information Assurance.
- 1.5.9 Motorola services not included in this statement of work.
- 1.5.10 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

## 1.6 Motorola has the following responsibilities:

- 1.6.1 Enable customer access to the Motorola Technical Support Center (800-221-7144), 24 hours a day, 7 days per week, to answer, document and respond to requests for support.
- 1.6.2 Respond to requests for Technical Support in accordance with the response times set forth in the [Severity Level Response Time Commitments](#) section of this document and the severity level defined in the [Severity Level Definitions](#) section of this document.
- 1.6.3 Advise caller of procedure for determining any additional requirements, activities or information relating to issue restoration and/or characterization.
- 1.6.4 Maintain communication with the customer in the field as needed until resolution of the case
- 1.6.5 Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.6.6 Escalate and manage support issues, including systemic issues, to additional Motorola technical resources, as applicable.
- 1.6.7 Escalate the case to the appropriate party upon expiration of a response time.

- 1.6.8 Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

**1.7 The Customer has the following responsibilities:**

- 1.7.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- 1.7.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.7.3 Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
- 1.7.4 Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
- 1.7.5 Provide SSC access via the remote connection that has been established through other sold services (e.g. Network Fault Monitoring)
- 1.7.6 Supply suitably skilled and trained on-site presence when requested by the SSC.
- 1.7.7 Validate issue resolution prior to close of the case in a timely manner.
- 1.7.8 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the [Severity Level Definitions](#) and in the [Severity Level Response Time Commitments](#) section in this document.
- 1.7.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service.

## 1.7 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> <li>• 33% of call processing resources impaired</li> <li>• Site Environment alarms:                             <ul style="list-style-type: none"> <li>○ Smoke,</li> <li>○ Unauthorized access</li> <li>○ Temperature</li> <li>○ Power failure</li> </ul> </li> </ul>
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> <li>• Less than 33% of call processing resources impaired</li> <li>• Failure of a single redundant component</li> </ul>
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>• Intermittent faults that are infrequent and minor impact to core services</li> <li>• Statistical reporting problems</li> </ul>
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>• Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user.</li> <li>• Faults that have no impact in how the user perceives the system to work.</li> <li>• Cosmetic issues.</li> <li>• Requests for information.</li> <li>• Preventive Maintenance</li> </ul>

## 2.1 Severity Level Response Time Commitments

The response times are based on the defined severity levels as follows:

Severity Level	Response Time
Severity 1	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

# Preventive Maintenance Statement of Work

Version 4.0

## Preventive Maintenance Statement of Work

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

System Preventative Maintenance will provide an operational test and alignment, on the customer's infrastructure equipment (infrastructure or fixed network equipment only) to ensure the Infrastructure meets specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

### 1.1 Scope

System Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, Motorola will provide an additional quotation. Customer is responsible for any charges associated with unusual access requirements or expenses.

### 1.2 Geographic Availability

Preventive Maintenance is available to any customer regardless of their geographic location.

### 1.3 Inclusions

Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated 3<sup>rd</sup> party products per the level of service as defined in [Table 1](#).

### 1.4 Limitations and Exclusions

Unless specifically called out in Table 1, the following activities are outside the scope of the Preventive Maintenance service, but are optional services that are available to Preventive Maintenance customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues.
- 1.4.2 Third party support for equipment not sold by Motorola as part of the original system.
- 1.4.3 System installations, upgrades, and expansions.
- 1.4.4 Customer training.
- 1.4.5 Hardware repair and/or exchange.
- 1.4.6 Network security services.
- 1.4.7 Network transport.
- 1.4.8 Information Assurance.
- 1.4.9 Motorola services not included in this statement of work.
- 1.4.10 Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

**1.5 Motorola has the following responsibilities:**

- 1.6 Notify the customer of any possible system downtime needed to perform this service.
  - 1.6.1 Advise customer of any issue that requires immediate attention.
  - 1.6.2 Maintain communication with the customer as needed until completion (“resolution” implies a problem is being fixed) of the Preventive Maintenance.
  - 1.6.3 Determine, in its sole discretion, when a case requires more than the Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
  - 1.6.4 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment TBD.
  - 1.6.5 Provide trained and qualified personnel with proper security clearance required to complete Preventive Maintenance service.

**1.7 The Customer has the following responsibilities:**

- 1.8 Provide preferred schedule for Preventative Maintenance to Motorola.
- 1.9 Authorize and acknowledge any scheduled system downtime.
- 1.10 Maintain periodic backup of databases, software applications, and firmware.
- 1.11 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
  - 1.11.1 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
  - 1.11.2 Provide site escorts in a timely manner if required.
  - 1.11.3 Provide Motorola with requirements necessary for access to secure facilities.

**TABLE 1**  
**PM Tasks**

	<b>Preventive Maintenance</b>
<b>RF Site</b>	
Visual Inspection (Cabling, Equipment, Fans, Indicators)- Inspect stations/components for normal operation	x
Clean fans and equipment - Use antistatic vacuum to clean cooling pathways	x
Site frequency standard check- Check lights and indicators for A/B receivers if used.	x
Regulatory Compliance (License, ERP, Frequency, Deviation) - Check station for regulatory compliance. Update station logs	x
Effective Receiver Sensitivity (ERS) - Check effective receiver sensitivity and operation for each channel.	x
Line level validation (analog only) - Check inbound and outbound audio levels	x
Voice Call Check - Voice test each channel radio to radio and radio to console. If site uses Dynamic Dual Mode (DDM), then test both TDMA and FDMA operation."	x
Site control channel redundancy (Trunking) - Roll control channel, test, and roll back.	x
Full repeater optimization (tune repeater to manufacturer) -	x

	Preventive Maintenance
<b>Dispatch Site</b>	
Visual Inspection (Cabling, Equipment, Fans, Indicators) Inspect and report discrepancies with pictures	x
Voice Call Check - Voice test each channel console to radio and radio to console. Voice test all dispatch resources	x
Check and Clean CPU, Displays, Fans, and Keyboards. Dust and vacuum workstation hardware & cabling	x
IP Network Settings - Verify IP address & settings against as built documents and report discrepancies	x
Test Motorola supplied Peripherals - Foot Switches, Headsets, Headset Jacks, Mics, and Speakers. Inspect and report discrepancies with pictures	x
Defragment Hard Drive, reboot CPU. Use standard Microsoft utilities & reboot CPU. Report any errors.	x
Perform Hard Drive back up.	x
Test Audio Input & Output Levels (Consolette & Centracom) ** Measure, verify from baseline, and document TX & RX line levels.	x

	Preventive Maintenance
<b>Master Site</b>	
Visual Inspection (Cabling, Equipment, Fans, Indicators) - Verify Red LED's and/or other alarm indications	x
Server diagnostics - Perform recommended diagnostics based on server type.	x
Network Management Operational check - Review UEM events and transport medium types (microwave/leased Telco, etc.)	x
Verify Motorola and 3rd party Security Patches. Monthly/Quarterly dependant on 3rd party vendor. May be covered through a SOC/NOC/NMO service contract.	x
Roll to Redundant switches (pre-approved by customer) Test redundancy in CWR devices.	x
Roll to Redundant Zone Controller (pre-approved by customer) Test ZC1 to ZC2, back to ZC1	x
Complete backup of databases; SZ database (BAR), Centracom CDM database (legacy), etc.	x

	<b>Standard Preventive Maintenance</b>
<b>Batteries (non-UPS)</b>	
Visual Inspection (condition of cells/cabling) - Verify no corrosion, physical connections, dirt/dust etc.	x
<b>UPS</b>	
Visual inspection (condition, cabling)' Verify corrosion, physical connections, dirt/dust.	x
<b>Generator</b>	
Visual Inspection; Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.	x
Verify operation (no switchover); Check, verify running of Generator, ease of start or difficult. Is generator "throttling" or running smooth. Any loud unusual noise? Etc.	x
Other maintenance (oil change, fuel filter); Check/adjust voltages, current and meter readings. Verify software version. Check and change all fluids, filters, belts, etc. Perform full operational checks and confirm proper operation of motor and sensors..	x

	Standard Preventive Maintenance
<b>Facilities</b>	
Visual Inspection - Confirm location coordinates and document any physical structure changes from previous as build documentation. Take digital pictures of site, date and archive.	x
Visual Security Verification (fences, site locks, access), Confirm and document security or access features (basic integrity and any changes).	x
Pest Control. Document and report any signs of pest intrusion.	x
<b>Backhaul (Microwave, T1/E1, DSL, etc.)</b>	
Visual Inspection (transmit/receive equipment, cabling). Ground level inspection only. Take Digital pictures of inspection and highlight problems or defects.	x
Check Receive Signal Levels. Check and compare to as built levels. Report any out of tolerance readings.	x
Tx Power output and Rx Sensitivity checks. Check and document. Perform alignment if required and report any adjustments made.	x
<b>Tower</b>	
Tower visual inspection (verify registration posted). Ground level inspection only. Check tower lighting controller. Check that antennas are plumb.	x

	Standard Preventive Maintenance
<b>Grounding/Earthing</b>	
Visual Inspection. Visually inspect and confirm tower, building, and equipment grounding and document any changes from as built. Document with digital pictures.	x
<b>HVAC</b>	
Visual and operational inspection. Visually inspect and confirm HVAC operation and controls are operational. Measure equipment area temperature. Document any problems with pictures.	x

*\* 3rd party parts not included*

*\*\* ST custom quote*

*\*\*\*Based on system configuration & level of service selected*

# NICE Gold Lite Support Statement of Work

Version 1.4

## Statement of Work

### NICE Analog and IP Logger Gold-Lite Maintenance

#### Overview

Motorola utilizes NICE equipment to provide a complete, reliable and robust solution for Customer audio recording requirements.

#### 1.0 Description of Services

Motorola System Support Center (SSC) will provide Customer service and will deliver services identified in the Gold-Lite Maintenance tables provided in this SOW. Post warranty services provided by Motorola include phone coverage, onsite support and hardware support for applicable NICE IP Logging Equipment integrated within a Motorola network or MCC 7500 console site.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

#### 2.1 Motorola has the following responsibilities:

- 2.2 Respond to request for post warranty support for the Restoration of a failed System.
- 2.3 Collect model, serial number information, customer name and customer contact.
- 2.4 Provide a case number.
- 2.5 Escalate issues to NICE Level 3 and Level 4 Technical support as required.
- 2.6 Advise caller of procedure for determining any additional requirements.
- 2.7 Coordinate resolutions with agreed upon third party vendor.
- 2.8 Close the case once the NICE issue has been resolved.
- 2.9 Provide repair return authorization numbers to Customer.
- 2.10 Provide services in accordance with Table 1, per the time zone where the equipment resides, Monday through Friday, excluding holidays, and within the normal response times. Receive malfunctioning hardware from Customer and document its arrival, repair and return.
- 2.11 Arrive at the Customer site and go directly to the Customer contact
- 2.12 When SP is ready to leave, notify the Customer contact
- 2.13 Provide verbal reports to the Customer contact on all work complete and in progress by Motorola
- 2.13 Sign out and leave with the Customer contact a visit report of the work accomplished by Motorola and the outstanding issues
- 2.14 Provide to the Customer contact within one (1) week of the on site visit a follow-up report on any outstanding issues
- 2.15 Contact Motorola System Support Center to close the case
- 2.16 Perform services according to Motorola service priorities
- 2.17 Perform the following service on NICE hardware:
  - 2.17.1. Replace malfunctioning components. Motorola will use commercially reasonable efforts to repair or replace, in its discretion, any hardware found to be defective under normal and proper use and service during the contract period. An in-coverage unit will be repaired and returned at no charge except for under the following conditions:
    - (1) The unit has been modified or damaged due to improper packaging; or
    - (2) If a unit is received for repair and found operable in accordance with current NICE standards, it will be classified as "no trouble found" and it will be returned in the same condition in which it was received.
- 2.18 Software Upgrades- Standard maintenance services shall include installation of only such software updates to the NICE software which, in NICE's sole discretion, are necessary to ensure efficient operation of the products ("NICE Software Updates"). NICE will provide Customer with a version of the NICE Software Update for Customer to review and authorize for installation. Upon such installation, Customer shall receive a

copy of all written materials necessary to allow Customer to operate such NICE Software Updates. All NICE Software Updates are licensed for use solely on the Equipment on which the relevant NICE Software was first installed.

**3.1 Customer has the following responsibilities:**

- 3.2 Contact Motorola System Support Center (SSC) to initiate a service request.
- 3.3 Provide model and serial number.
- 3.4 Provide a contact name and contact phone number.
- 3.5 Coordinate any repair activity with Motorola and Customer to ensure resolution
- 3.6 On site reporting the NICE service provider (SP) will:

Table 1

<b>Support Coverage</b>	<u>Phone Support</u> - Twenty-four (24) hours, seven (7) days per week <u>On-Site Support</u> - Eight (8) hours, five (5) days per week. (8 to 5)
<b>Call Back Response Time</b>	Sixty (60) minutes after receipt of call from authorized representative
<b>On-Site Response Time for Priority 1 Service Issues</b>	Six (6) hours

<b>Gold-Lite Available Anywhere</b>	<b>Priority 1</b>	<b>Priority 2</b>	<b>Priority 3</b>	<b>Priority 4</b>
Phone Availability	24*7	24*7	24*7	24*7
Support Coverage	8 - 5*5	8 - 5*5	8 - 5*5	8 - 5*5
Call Back Response Time	60 minutes	120 minutes	24 hours	24 hours
On Site Response Times*	6 hours	24 hours	48 hours	48 hours

*\*On Site Response Time are in effect following the determination that on site support is required. Repair parts are shipped overnight, unless otherwise pre-arranged. The arrival of the technician and the shipped parts will be coordinated to coincide.*

Priority 1 – Critical Failure – In a 100% recording environment, any failure of equipment, NICE software or communications to the NICE products which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.

Priority 2 – Major Problem – Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.

Priority 3 – Product Anomaly – Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance, for example if an administrator loses the ability to add or delete users.

Priority 4 – System Inquiry, planned intervention or request for information.

4.0 Ineligible Products-Additional Service fees shall apply for any maintenance provided by Motorola for any and all individual products that are damaged by causes not caused directly by the gross negligence or intentional misconduct of Motorola and external to the relevant individual product, including without limitation, damages to a individual product caused by: (i) neglect, mishandling, misuse and/or unauthorized repair by anyone other than Motorola or a Motorola certified technician; (ii) failure to maintain the Site in accordance with Motorola’s installation site specifications (“Installation Site Specifications”); (iii) relocation from the Site specified by the parties; (iv) use by anyone other than Motorola or a Motorola certified technician for purposes other than those for which it was designed, as described in the applicable documents, Operating Manuals and/or specifications provided by Motorola; (v) use by anyone other than Motorola or a Motorola certified technician or material or supplies, including without limitation software and firmware programming, that do not meet Motorola’s specifications and instructions; (vi) use of the Products with any Non-Nice Hardware and/or (vii) an accident, transportation, improper cooling or humidity control, failure to telephone equipment or communication lines, failure or fluctuation of electrical power, other unusual physical or electrical stress and/or failure of interconnect equipment not provided by Motorola or a Motorola certified technician.

5.1 In addition to any exclusions set forth in Section 6.0 below or in any other underlying Agreement to which this SOW is attached, the following items are excluded:

1. All Infrastructure older than seven (7) years from product cancellation date
2. Physically damaged Infrastructure
3. Third party Equipment not shipped by Motorola
4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges
5. Test Equipment
6. Racks, furniture and cabinets
7. Firmware and/or Software upgrades

#### 6.0 Inclusions/Exclusions/Exceptions

<b>Data System Infrastructure</b>	<b>Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair</b>
Logging Recorder	Includes NICE IP and Analog logging recorders Excludes all other technologies
Rack Mounts/Shelves	Includes NICE rack mount/shelf ONLY Excludes all other technologies
Replay Station	Excluded
Servers/Storage Center	Includes NICE servers/storage centers ONLY Excludes all other technologies
Workstation	Excluded

# Service from the Start (SfS)

## Statement of Work

Version 1.4

# Statement of Work

## Service from the Start

### 1.1 Description

Service from the Start (SfS) provides board level service for the Equipment that is specifically named in the applicable agreement to which this Statement of Work (SOW) is attached or any of the agreement's subsequent revisions. Services are performed at the Radio Support Center (RSC), or Federal Technical Support Center.

In addition to Equipment specifically named in the applicable agreement to which this Statement of Work is attached, SfS includes service on single mobile control heads provided that they are required for normal operation of the Equipment and are included at the point of manufacture.

SfS excludes repairs to: optional accessories; standard mobile palm microphones; non-standard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas, and power supplies. Engraving service is not covered under standard Service From the Start LITE. This service does not cover defects, malfunctions, performance failures or damage to the unit resulting from physical, liquid, or chemical damage. An estimate for non-covered repairs will be provided for units displaying extensive damage.

SfS is non-cancelable and non-refundable. If Equipment is added to the agreement subsequent to the Start Date, these units are also non-cancelable and non-refundable for the agreement duration. All added Equipment must be in "good working order" on the Start Date or when additional Equipment is added to the agreement. To ensure "good working order", added equipment will incur a time and material (T&M) repair fee if a repair is requested on that equipment within 30 days after being added to the agreement.

Equipment may only be added to the agreement, via a customer signed or emailed Motorola Inventory Adjustment Form (IAF). Complete and accurate serial numbers and model descriptions must be supplied or the added unit will not be included under the agreement and will incur a T&M repair fee.

All inventory adjustment requests for add-on subscriber units received prior to the 15<sup>th</sup> of the month will be effective the 1<sup>st</sup> of the following month. Equipment add-on requests received after the 15<sup>th</sup> of the month will be effective the 1<sup>st</sup> of the next succeeding month.

Equipment deletions from the agreement may only be deleted under the following limited conditions:

- a) Equipment was stolen and proof of theft is provided to Motorola; or
- b) Motorola determines Equipment is damaged beyond repair; or
- c) Motorola determines Equipment is no longer supportable or is obsolete; or
- d) Equipment had already been under a previous contract for at least the twelve month requirement.

Equipment deletions, where applicable, will be effective at the end of the month in which the request was received.

The terms and conditions of this Statement of Work are an integral part of the Motorola Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of the Motorola Service Agreement or other applicable agreement and this Statement of Work, the provisions of this Statement of Work shall prevail.

2.1 Motorola has the following responsibilities:

- 2.2 Test and Restore the Equipment to Motorola factory specifications, including Factory Mutual (FM), and Mine Hazard Safety Association (MHSA).
- 2.3 Reprogram Equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup. If the Customer template or code plug is not usable, a generic template or code plug utilizing the latest Radio Service Software (RSS) or Customer Programming Software (CPS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template. All Firmware is upgraded to the latest release for each individual product line.
- 2.4 Clean external housing of the Equipment. External components of unit will only be replaced when functionality has been diminished.
- 2.5 Pay the outbound freight charges. Motorola will pay the inbound freight charges if the Customer uses the Motorola designated delivery service.
- 2.6 Provide the Motorola repair request and Inventory Adjustment Form (IAF) via Motorola On Line (MOL).
- 2.7 Process inventory adjustment requests received by email or fax from Customer. If the request is received by email, Motorola will email an acknowledgement to the sender.
- 2.8 Perform covered services as requested by Customer on the Motorola repair request form.
- 2.9 If applicable, notify Customer of changes in Motorola designated inventory adjustment email address or fax number.

3.1 Customer has the following Responsibilities:

- 3.2 Supply Motorola complete and accurate serial numbers and model description.
- 3.3 Utilize the Motorola designated delivery service program to obtain Motorola payment for inbound shipping
- 3.4 Access the Motorola repair request form and Inventory Adjustment Form (IAF) through Motorola On Line (MOL).
- 3.5 Initiate service request via Motorola On Line (MOL) or complete a Motorola repair request form with contract number referenced, and submit with each unit of Equipment sent in for service. Mobile control heads or accessory items sent in must reference the serial number of the main unit.
- 3.6 If desired, supply Motorola with a Software template or programming in order to assist in returning the Equipment to original operating parameters. This step must be completed for Equipment that will not power up. If applicable, record the current flashcode for each radio.
- 3.7 If Motorola must utilize a generic template or code plug to Restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.8 Provide a signed or emailed Motorola Inventory Adjustment Form (IAF) for all Equipment additions.
- 3.9 Local services or annual maintenance required for maintaining normal operation of the equipment, unless specified on the service agreement.

# EXECUTIVE DOCUMENT SUMMARY

Department: Emergency Management Contact Person: <u>Matt Ansonge</u> Telephone No.: <u>(231) 256-8775</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>08/13/2019</u> <input type="checkbox"/> Regular Session: _____
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<b>Source Selection Method</b> <input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Informational</u>	<b>VENDOR:</b> <u>Verizon Wireless</u> One Verizon Way Address: <u>Basking Ridge, NJ 07920</u> Phone: <u>(630) 857-2290</u>
--	--

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

<b>Document Description</b>	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other: <u>Proposed Tower Site at LEC</u>

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

As was brought to the Board of Commissioners' attention before, Verizon Wireless has expressed interest in constructing a new tower at the Law Enforcement Center to expand their cellular footprint in Leelanau County. This tower would be privately-owned by Verizon, situated on County-owned property.

We are currently in the process of reviewing language for the agreement that will define land use and rental requirements for Verizon. Verizon is in possession of the latest revision by the County Attorney and we are awaiting their response.

Verizon is planning this project for spring/summer 2020.

My intention is to bring the finished product before the Board of Commissioners for final approval.

*Suggested Recommendation:*

# EXECUTIVE DOCUMENT SUMMARY

Department: Leland Dam Authority Contact Person: <u>Steve Christensen</u> Telephone No.: <u>231-256-8263</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>08/13/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>08/20/2019</u>
--	--

<b>Source Selection Method</b> <input checked="" type="checkbox"/> Quotation <input type="checkbox"/> Other: _____	VENDOR: _____ Address: _____ Phone: _____
--	---

Budgeted Amount: _____ \$ 5,000.00	Contracted Amount: _____ \$ 19,860.00
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Emergency repair to control room</u>

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

**Note: The budgeted amount of \$5,000.00 is the amount that had been earmarked but not yet transferred for the control room roof repair; the contract amount of \$19,860.00 is an estimate only.**

The Leland Dam Authority met on July 31, 2019, to discuss the potential action of correcting an emergency situation that has arisen with respect to historic high water Lake Michigan levels that are flooding the Leland Dam Control Room. Also discussed was the need to reactivate the Special Assessment District (SAD).

Two quotes from Machin Engineering are attached; one outlines the emergency repair work, and includes all of the engineering. An additional comprehensive quote covering non-emergency repair work is also attached.

The total estimated cost of the engineering design can be charged back to the SAD, and needs to be done immediately in order to move forward with obtaining a quick quote for the emergency work.

**Suggested Recommendation:** Recommend to the Board of Commissioners to waive the board policy on bid requirements and request for proposals and approve the quote from Machin Engineering for the engineering portion of the quote, in an amount not to exceed \$19,860.00.

Department Head Approval: \_\_\_\_\_ Date: 08/08/2019

## Laurel Evans

---

**From:** Patrick J. Machin, P.E. <pat@machinengineering.net>  
**Sent:** Thursday, August 08, 2019 7:03 AM  
**To:** Steve Christensen; Chet Janik  
**Cc:** Laurel Evans; Jerry Culman  
**Subject:** Leland Dam - Revised Estimates  
**Attachments:** OPCC\_Leland Dam Authority\_EMERGENCY REPAIRS\_ESTIMATE\_088519.pdf; OPCC\_Leland Dam Authority\_ESTIMATE\_080519.pdf; OPCC\_Leland Dam Authority\_OSHA REPAIRS\_ESTIMATE\_088819.pdf

Steve:

As discussed, I have made adjustments to the estimates based the request to separate out the 'emergency' work and the 'OSHA' work. The costs net an increase to the overall estimate as originally provided. The increase comes from additional travel, some doubling of efforts, change in bulk pricing, and possibly additional inspection and oversight time for the engineer. As stated before, these are estimates. The estimate for the emergency repairs includes the original engineering proposal as previously presented. The additional \$4,000 for engineering is a reserve amount and is subject to timing, whether we repeat bidding processes, additional inspection, and additional oversight due to extended scheduling proposed.

I will be in the field all day today, but will try to be available if need be for questions.

Sincerely,

**Patrick J. Machin, \*P.E. | Principal**



**Machin Engineering, Inc.**

\*Licensed in:

GA, IA, IN, KS, KY, MD, MI, MN, MO, MT,  
ND, NJ, NY, OH, PA, SC, TN, TX, WI, WV

p (231) 935-1530

(855) 935-1530

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









**OPINION OF PROBABLE CONSTRUCTION COST  
LEELANAU COUNTY - LELAND DAM AUTHORITY  
LELAND DAM - EMERGENCY WORK  
August 8, 2019**

Item No.	Item Description	Unit	Qty.	Unit Cost	Cost
1	General Contracting and Labor	LS	1	\$5,500.00	\$5,500.00
2	Concrete Cut-off Wall	LS	1	6,000.00	6,000.00
3	Sump and Pump-out System	LS	1	11,500.00	11,500.00
4	Site Clean-up and Start-up	LS	1	1,000.00	1,000.00
<b>SUBTOTAL CONSTRUCTION:</b>					<b>\$24,000.00</b>
<b>ENGINEERING DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION:</b>					<b>\$19,860.00</b>
<b>20% CONSTRUCTION CONTINGENCIES:</b>					<b>\$4,800.00</b>
<b>TOTAL CONSTRUCTION COST:</b>					<b>\$28,800.00</b>
<b>TOTAL ESTIMATED PROJECT COST:</b>					<b>\$48,660.00</b>

- Costs for financing, land, right-of-way, easement acquisition, and permit fees are not included in this cost estimate.
- This cost estimate is approximate. Actual construction bids may vary significantly from this statement of probable costs due to timing of construction, changed conditions, labor rate changes, or other factors beyond the control of Machin Engineering.
- This is an estimate and is subject to change based on final engineering and overall timing of project.

**OPINION OF PROBABLE CONSTRUCTION COST  
LEELANAU COUNTY - LELAND DAM AUTHORITY  
LELAND DAM - OSHA REPAIR WORK  
August 8, 2019**

Item No.	Item Description	Unit	Qty.	Unit Cost	Cost
1	General Contracting and Labor	LS	1	\$17,000.00	\$17,000.00
2	Grease system	LS	1	3,500.00	3,500.00
3	Extend Equipment Concrete Pad	LS	1	1,500.00	1,500.00
4	Machining, Milling, and Fabrication	LS	1	25,000.00	25,000.00
5	Site Glass Valving	LS	1	3,000.00	3,000.00
6	Site Clean-up and Start-up	LS	1	5,500.00	5,500.00
<b>SUBTOTAL CONSTRUCTION:</b>					<b>\$55,500.00</b>
<b>ENGINEERING DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION:</b>					<b>\$4,000.00</b>
<b>20% CONSTRUCTION CONTINGENCIES:</b>					<b>\$11,100.00</b>
<b>TOTAL CONSTRUCTION COST:</b>					<b>\$66,600.00</b>
<b>TOTAL ESTIMATED PROJECT COST:</b>					<b>\$70,600.00</b>

- Costs for financing, land, right-of-way, easement acquisition, and permit fees are not included in this cost estimate.
- This cost estimate is approximate. Actual construction bids may vary significantly from this statement of probable costs due to timing of construction, changed conditions, labor rate changes, or other factors beyond the control of Machin Engineering.
- This is an estimate and is subject to change based on final engineering and overall timing of project.

# EXECUTIVE DOCUMENT SUMMARY

Department: Leland Dam Authority Contact Person: <u>Bob Joyce</u> Telephone No.: _____	<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: 10px;"><input checked="" type="checkbox"/></td> <td>Executive Board: <u>08/13/2019</u></td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>Regular Session: <u>08/20/2019</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/>	Executive Board: <u>08/13/2019</u>	<input checked="" type="checkbox"/>	Regular Session: <u>08/20/2019</u>
Submittal Dates							
<input checked="" type="checkbox"/>	Executive Board: <u>08/13/2019</u>						
<input checked="" type="checkbox"/>	Regular Session: <u>08/20/2019</u>						

Source Selection Method	VENDOR:
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____	_____ Address: _____ Phone: _____

Budgeted Amount: _____	Contracted Amount: _____
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### Document Description

Board/Committee Recommendation  Other \_\_\_\_\_

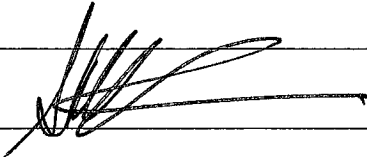
Request to Waive Board Policy on Bid Requirements

The Leland Dam Authority during a meeting held on July 31, 2019, passed the following recommendation:

*Motion by Popa to request that the Leelanau County Board of Commissioners authorize Dam Authority members to receive mileage and per diem to attend meetings that pertain to the Dam Authority, including meetings with the Board of Commissioners and Governmental Townships, with prior approval of the Leland Dam Authority Chairman. Seconded by Christensen.*

The County Board Policy on Per Diem (#35) is attached, as well as examples of meetings/events provided by Commissioner Popa.

**Suggested Recommendation:**

Department Head Approval:  Date: 08/08/2019

**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT:	Financial (County Administrator)	Policy No.	<b>35</b>
SPECIFIC SUBJECT:	Per Diem Policy	Adopted:	07/15/2014
		Revised:	11/18/2014

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

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

1. County Commissioners:

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

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

- b. County Commissioners are not eligible for Per Diem for meetings of local units of government (city, village, township, and charter townships) within their district.
- c. County Commissioners are eligible for Per Diem for meetings, seminars, conferences, and tours of an informational or educational nature which have a direct relationship to County Commission duties AND MUST BE APPROVED IN ADVANCE by the Board of Commissioners.

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

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

- b. A meeting is limited to any regular or special meeting as defined in the by-laws, or a meeting called by the chairman of the board, commission, authority, special or advisory committee at the regular location of the board, commission, authority, special or advisory committee or any meeting of a committee or subcommittee and any assignment given to a member by the chairman if at a location other than the place where a meeting is customarily held.
3. Exclusion from Compensation, Employees, Other County Officials:  
County officials, other than members of the Board of Commissioners, and County employees who serve on a board, commission, committee, or authority established by the Board of Commissioners, may be entitled to mileage for attending meetings of the board, commission, committee, or authority. However, no Per Diem shall be allowed for such attendance unless required by law or approved by the Board of Commissioners.
4. Compensation Procedure:  
Members eligible to receive compensation must complete and submit a Travel Expense Voucher to the County Clerk's office within ninety (90) days of the meeting for which they are requesting Per Diem.
5. List of Boards, Commissions, Authorities, Special or Advisory Committees Eligible for Per Diem:  
A current list of boards, commissions, authorities, special or advisory committees and a current list of members eligible to receive Per Diem shall be made by the Board of Commissioners at the time when the Per Diem rates are set. The two lists shall be retained by the County Administrator and the County Clerk. The lists established by the Board of Commissioners may be revised at any time by action of the Board of Commissioners.
6. Application of Policy:  
This policy is not intended to affect in any way the regular compensation (wages, health and retirement benefits) of members of the Board of Commissioners.

## Examples of past meetings that qualified for per diem/mileage

--Request by the Board of Commissioners to explain the volume of water flow in the Lake Leelanau narrows because of dredging questions/concerns.

--Request by the Board of Commissioners to present an annual report of the Leland Dam Authority.

--Numerous requests to present/explain funding needs for the dam to the Board of Commissioners.

John Popa

# EXECUTIVE DOCUMENT SUMMARY

Department: Prosecutor Contact Person: <u>Joseph T Hubbell</u> Telephone No.: <u>231-256-9872</u>	<b>Submittal Dates</b> <input type="checkbox"/> Executive Board: <u>08/13/2019</u> <input type="checkbox"/> Regular Session: <u>08/20/2019</u>
---	--

<b>Source Selection Method</b> <input checked="" type="checkbox"/> State Contract <input type="checkbox"/> Other: _____	VENDOR: <u>MDHHS</u> Address: _____ Phone: _____
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Budgeted Amount: <u>\$ 100,000.00</u>	Contracted Amount: <u>\$ 115,000.00</u>
---------------------------------------	---

<b>Document Description</b>	
<input checked="" type="checkbox"/> Amendment	<input type="checkbox"/> Other _____

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

MDHHS Contract Amendment No. 1 to increase funds from \$100,000 to \$115,000 which can be paid to Leelanau County for Prosecutor services rendered in representing the State of Michigan in Abuse/Neglect cases .

A copy of the proposed Contract ,PROFC17-45001/CT190000000553, Amendment Number: 1 is attached.

**Suggested Recommendation:** Recommend to the Board of Commissioners to approve Amendment No. 1 to the contract between Leelanau County and MDHHS increasing the contract amount by \$15,000.

Department Head Approval: Joseph T. Hubbell Date: 07/30/2019

**CONTRACT NUMBER:** PROFC17-45001 CT190000000553

**AMENDMENT NUMBER:** 1

Between

**THE STATE OF MICHIGAN  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

And

CONTRACTOR	County of Leelanau Prosecuting Attorney
CONTRACTOR ADDRESS	8527 E Government Court Drive, Suite 202, Suttons Bay, MI 49682
CONTRACTOR EMAIL	jhubbell@co.leelanau.mi.us

STATE CONTACT	NAME	EMAIL
Contract Administrator	Heather Robinson-Moore	robinsonmooreh@michigan.gov
BGP Analyst	Mae Johnson	johnsonm65@michigan.gov

CONTRACT SUMMARY			
SERVICE DESCRIPTION	Legal Representation-Prosecuting Attorney Foster Care		
GEOGRAPHIC AREA	Leelanau County		
INITIAL EFFECTIVE DATE	October 1, 2016	CURRENT EXPIRATION DATE	September 30, 2021
CURRENT CONTRACT VALUE	\$100,000.00		
CONTRACT TYPE	Unit Rate		

AMENDMENT DESCRIPTION			
EXTEND EXPIRATION DATE	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	NEW EXPIRATION DATE
AMENDMENT AMOUNT	ESTIMATED REVISED AGGREGATE CONTRACT VALUE		
\$15,000.00	<input checked="" type="checkbox"/> INCREASE	<input type="checkbox"/> DECREASE	\$115,000.00
NATURE OF CHANGE	This amendment will change the contract number and update the current contract language.		

The undersigned have the lawful authority to bind the Contractor and the Michigan Department of Health and Human Services (MDHHS) to the terms set forth in this Contract.

By signing this Contract, the Contractor certifies and assures to the state that they will comply with the Anti-Trust Lobbying Act 31 USC 1352, as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services and Education, and Related Agencies section of the current FY Omnibus Consolidated Appropriations Act.

**FOR THE CONTRACTOR:**

County of Leelanau Prosecuting Attorney  
Contractor

\_\_\_\_\_  
Signature of Director or Authorized Designee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**FOR THE STATE:**

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

\_\_\_\_\_  
Signature of Director or Authorized Designee

Terri Smith  
Director, Purchasing Division  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Contract Number: PROFC17-45001  
Amendment Number: 1

**STATE OF MICHIGAN  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

WHEREAS, the Michigan Department of Health and Human Services (hereinafter referred to as "MDHHS") entered into a Contract effective October 1, 2016, with County of Leelanau Prosecuting Attorney (hereinafter referred to as "Contractor"), having a mailing address of 8527 E Government Court Drive, Suite 202, Suttons Bay, MI 49682, for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to MDHHS and to the Contractor to amend the aforesaid Contract.

THEREFORE, in consideration of the promises and mutual covenants hereinabove and hereinafter contained, the parties hereto agree to the following amendment of said Contract. This amendment shall be attached to the Contract, said Contract being hereby reaffirmed and made a part hereof.

**Article I**

This amendment shall be effective on the date of MDHHS signature.

**Article II**

Effective October 1, 2019 the contract number shall be changed to CT19000000553.

**Article III**

The maximum dollar amount of the Contract shall be increased by \$15,000.00 from \$100,000.00 to \$115,000.00 for the period October 1, 2016, through September 30, 2021.

In Section 3, MDHHS RESPONSIBILITIES, Item 3.1, Payment, shall be deleted.

In Section 3, MDHHS RESPONSIBILITIES, Item 3.2, Maximum Amount of Contract, shall be deleted and replaced with:

3.1 Maximum Amount of Contract

MDHHS hereby agrees to pay the Contractor an amount not to exceed the total contract amount in Schedule B Pricing Matrix for services performed in accordance with the terms of this Contract exclusively during the period identified in Schedule B Pricing Matrix.

Contract Number: PROFC17-45001

Amendment Number: 1

Refer to Schedule B Pricing Matrix for established pricing.

In Section 3, MDHHS RESPONSIBILITIES, Item 3.3, Performance Evaluation and Monitoring, shall be renumbered as 3.2.

#### **Article IV**

In Section 4., STANDARD TERMS, Item 4.42, Nondiscrimination, shall be deleted and replaced with:

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and [Executive Directive 2019-09](#), Contractor and its subcontractors agree not to 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 (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

#### **Article V**

This contract shall be amended to include Section 5., FEDERAL PROVISIONS

#### **FEDERAL PROVISIONS ADDENDUM**

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

#### **A. Federally Assisted Construction Contracts**

If this contract is a "**federally assisted construction contract**" as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

Contract Number: PROFC17-45001

Amendment Number: 1

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

Contract Number: PROFC17-45001

Amendment Number: 1

- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **B. Davis-Bacon Act (Prevailing Wage)**

- 1) If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- 2) The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;
- 3) The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
- 4) There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates

Contract Number: PROFC17-45001

Amendment Number: 1

of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

### **C. Copeland “Anti-Kickback” Act**

If applicable, the Contractor must comply with the [Copeland “Anti-Kickback” Act \(40 USC 3145\)](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

### **D. Contract Work Hours and Safety Standards Act**

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable.

### **E. Rights to Inventions Made Under a Contract or Agreement**

If the Contract is funded by a federal “funding agreement” as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

### **F. Clean Air Act**

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

### **G. Debarment and Suspension**

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management \(SAM\)](#), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Contract Number: PROFC17-45001

Amendment Number: 1

## **H. Byrd Anti-Lobbying Amendment**

None of the contract activities shall in any way, directly or indirectly, influence congressional action on any legislation or appropriation matters pending before the Congress. None of the contract activities shall be for the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which legislative action is not complete. The Contractor shall require that the language of this assurance be included in the contracts of all subcontractors and that all subcontractors shall certify and disclose accordingly.

## **I. Procurement of Recovered Materials**

Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contract Number: PROFC17-45001

Amendment Number: 1

**State of Michigan**  
**Michigan Department of Health and Human Services**  
Master Agreement No. PROFC17-45001 CT190000000553  
Legal Representation – Prosecuting Attorney Foster Care

**SCHEDULE B**  
**PRICING MATRIX**

MDHHS shall make payments to the Contractor based upon the following rates per unit of service delivered as identified below:

<u>Unit Title</u>	<u>Rate</u>
Legal Representation	\$175.00/hour

<b>Contract Period</b>	<b>Contract Amount</b>
Begin date through September 30, 2017	\$20,000.00
October 1, 2017 through September 30, 2018	\$20,000.00
October 1, 2018 through September 30, 2019	\$25,000.00
October 1, 2019 through September 30, 2020	\$25,000.00
October 1, 2020 through September 30, 2021	\$25,000.00
<b>Total</b>	<b>\$115,000.00</b>

MDHHS will provide timely processing of all claims for expenditure reimbursement in accordance with state regulations implementing § 2, Public Act 279 of 1984. MDHHS shall complete its processing of payments to the Contractor within 45 calendar days after receipt of the Contractor's monthly EPR. Processing and payment may be delayed to the next available cycle for any EPR submitted after the due date.

MDHHS reserves the right to defer or disallow payment of any claim submitted by the Contractor for failure to document and provide any required paper or electronic records, statistics, or reports to MDHHS as required by this Contract. This includes documentation required by applicable state statutes or federal regulations, provided that such requests are within the capacity of the Contractor to obtain. MDHHS must provide the Contractor with 30 days notice of such an action as well as the Contractor's right to appeal that decision.

Monthly payment = Unit Rate x IV-E Penetration Rate x County Share @ 50%

The county reimbursement rate is determined by the federal IV-E administrative cost reimbursement rate (50%), multiplied by the percentage of IV-E eligible children in out-of-home care in the Contractor's county.

Contract Number: PROFC17-45001  
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The penetration rate is defined as the percentage of IV-E eligible children in out-of-home care in the county served by the Contractor.

MDHHS calculates the penetration rate for each county on a monthly basis and develops an average quarterly penetration rate. The quarterly penetration rate shall be used in the calculation of payments.

The Contractor cannot charge MDHHS more for a provision of service than is charged to other entities for whom the Contractor provides services.

Costs incurred outside of the term of this Contract shall not be eligible for reimbursement. The unit rate(s) established in this Contract shall remain fixed for the initial term of the Contract.

# EXECUTIVE DOCUMENT SUMMARY

Department: Prosecutor Contact Person: <u>Joseph T. Hubbell</u> Telephone No.: <u>231-256-9872</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>08/13/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>08/20/2019</u>
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<b>Source Selection Method</b> <input checked="" type="checkbox"/> State Contract <input type="checkbox"/> Other: _____	<b>VENDOR:</b> <u>MDHHS - Crime Victim Services</u> Capitol View Bldg. P.O. Box 30195 Lansing, MI 48909 <b>Address:</b> _____ Phone: <u>517-241-5275</u>
---	--

Budgeted Amount: _____	Contracted Amount: <u>\$39,921.00</u>
------------------------	---------------------------------------

<b>Document Description</b>	
<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Other _____

<input type="checkbox"/>	<b>Request to Waive Board Policy on Bid Requirements</b>	
	To provide services to Crime Victims in accordance with the Victim Rights Act, P.A. 87 of 1985.	
<p><b>Suggested Recommendation:</b> To recommend approval for the County Prosecutor to renew the Victims' Rights Grant with the State of Michigan in the amount of \$39,921 for the period of October 1, 2019, through September 30, 2020, and authorize the County Clerk to continue as the authorized official in the E-Grams System, as previously agreed upon by the Board.</p>		

Department Head Approval: Joseph T. Hubbell Date: 7-30-19

**Victim Rights Prosecutor-2020**

**Facesheet**

FOR OFFICE USE ONLY:	Version # _____	APP # _____
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**1. Demographic Information**

- a. Demographic Information Name      Leelanau County Prosecuting Attorney
- b. Organizational Unit
- c. Address                                      8527 E. Government Center Dr.
- d. Address 2                                      Suite 202
- e. City    Suttons Bay                      State MI      Zip 49682-9743
- f. Federal ID Number                      46-1385335                      Reference No.      078291342
- g. Demographic Information fiscal year (beginning month and day)      January-01
- h. Agency Type
  - Private, Non-Profit                       Public
- 1. Select the appropriate radio button to indicate the agency method of accounting.
  - Accrual
  - Cash
  - Modified Accrual
- 2. Is your agency currently registered in the 211 database?                       Yes       No

**2. Program / Service Information**

- a. Program / Service Information Name      Victim Rights Prosecutor-2020
- b. Is implementing agency same as Demographic Information                       Yes       No
- c. Implementing Agency Name
- d. Project Start Date                      Oct-01-2019                      End Date      Sep-30-2020
- e. Amount of Funds Allocated                      \$39,921.00                      Project Cost      \$39,921.00

FOR OFFICE USE ONLY: Version # \_\_\_\_\_ APP # \_\_\_\_\_

**3. Certification / Contacts Information**

a. Project Director

Name Laurie LaCross  
Title Project Coordinator  
Mailing Address 8527 E. Govt. Center Dr. Ste. 202  
City Suttons Bay State Mi Zip 49682  
Telephone (231) 256-9872 - 175 Fax (231) 256-0133 - 175  
E-mail Address llacross@co.leelanau.mi.us

b. Project Director

Name Joseph Hubbell  
Title Prosecuting Attorney  
Mailing Address 8527 E. Government Center Drive Ste  
City Suttons Bay State Mi Zip 49682  
Telephone (231) 256-9872 - 170 Fax (231) 256-0133 - 170  
E-mail Address jhubbell@co.leelanau.mi.us

c. Authorized Official

Name Michelle Crocker  
Title Contract Manager  
Mailing Address 8527 E. Government Center Dr.  
City Suttons Bays State MI Zip 49682  
Telephone (231) 256-9824 Fax (231) 256-8295  
E-mail Address mcrocker@co.leelanau.mi.us

d. Financial Officer

Name John Gallagher  
Title Financial Director  
Mailing Address 8527 E. Govt. Center Dr. Ste. 104  
City Suttons Bay State MI Zip 49682  
Telephone (231) 256-9838 Fax (231) 256-7850  
E-mail Address jgallagher@co.leelanau.mi.us

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**Certifications**

FOR OFFICE USE ONLY:	Version # _____	APP # _____
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**4. Assurances and Certifications**

**A. SPECIAL CERTIFICATIONS**

- a  By checking this box, the individual or officer certifies that he or she is authorized to approve this grant application for submission to the Department of Health and Human Services on behalf of the responsible governing board, official or Contractor.
  
- b  By checking this box, the individual or officer certifies that he or she is authorized to sign the agreement on behalf of the responsible governing board, official or Contractor.

## Narrative

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Version # \_\_\_\_\_

APP # \_\_\_\_\_

### 5. Program Synopsis

Under the supervision of the Prosecuting Attorney, the Crime Victims' Assistance Advocacy Program is designed to insure that ALL victims' and survivors of crime involved in the criminal justice system receive the benefit of all community services that are necessary and/or available for them to regain their physical and emotional well-being, by means of a comprehensive intervention and advocacy program. The Crime Victims' Rights Coordinator/Advocate works under the general direction of the County Prosecutor and performs all of the mandated requirements outlined in the William VanRegenmorter Crime Victims' Rights Act of 1985, and performs advocate duties within the criminal justice system.

### 6. Program Target Area

#### Counties

Counties project will serve (check all that apply):

- |   |                                       |  |
|---|---------------------------------------|--|
| <input type="checkbox"/> Alcona         | <input type="checkbox"/> Alger        | <input type="checkbox"/> Allegan             |
| <input type="checkbox"/> Alpena         | <input type="checkbox"/> Antrim       | <input type="checkbox"/> Arenac              |
| <input type="checkbox"/> Baraga         | <input type="checkbox"/> Barry        | <input type="checkbox"/> Bay                 |
| <input type="checkbox"/> Benzie         | <input type="checkbox"/> Berrien      | <input type="checkbox"/> Branch              |
| <input type="checkbox"/> Calhoun        | <input type="checkbox"/> Cass         | <input type="checkbox"/> Charlevoix          |
| <input type="checkbox"/> Cheboygan      | <input type="checkbox"/> Chippewa     | <input type="checkbox"/> Clare               |
| <input type="checkbox"/> Clinton        | <input type="checkbox"/> Crawford     | <input type="checkbox"/> Delta               |
| <input type="checkbox"/> Dickinson      | <input type="checkbox"/> Eaton        | <input type="checkbox"/> Emmet               |
| <input type="checkbox"/> Genesee        | <input type="checkbox"/> Gladwin      | <input type="checkbox"/> Gogebic             |
| <input type="checkbox"/> Grand Traverse | <input type="checkbox"/> Gratiot      | <input type="checkbox"/> Hillsdale           |
| <input type="checkbox"/> Houghton       | <input type="checkbox"/> Huron        | <input type="checkbox"/> Ingham              |
| <input type="checkbox"/> Ionia          | <input type="checkbox"/> Iosco        | <input type="checkbox"/> Iron                |
| <input type="checkbox"/> Isabella       | <input type="checkbox"/> Jackson      | <input type="checkbox"/> Kalamazoo           |
| <input type="checkbox"/> Kalkaska       | <input type="checkbox"/> Kent         | <input type="checkbox"/> Keweenaw            |
| <input type="checkbox"/> Lake           | <input type="checkbox"/> Lapeer       | <input checked="" type="checkbox"/> Leelanau |
| <input type="checkbox"/> Lenawee        | <input type="checkbox"/> Livingston   | <input type="checkbox"/> Luce                |
| <input type="checkbox"/> Mackinac       | <input type="checkbox"/> Macomb       | <input type="checkbox"/> Manistee            |
| <input type="checkbox"/> Marquette      | <input type="checkbox"/> Mason        | <input type="checkbox"/> Mecosta             |
| <input type="checkbox"/> Menominee      | <input type="checkbox"/> Midland      | <input type="checkbox"/> Missaukee           |
| <input type="checkbox"/> Monroe         | <input type="checkbox"/> Montcalm     | <input type="checkbox"/> Montmorency         |
| <input type="checkbox"/> Muskegon       | <input type="checkbox"/> Newaygo      | <input type="checkbox"/> Oakland             |
| <input type="checkbox"/> Oceana         | <input type="checkbox"/> Ogemaw       | <input type="checkbox"/> Ontonagon           |
| <input type="checkbox"/> Osceola        | <input type="checkbox"/> Oscoda       | <input type="checkbox"/> Otsego              |
| <input type="checkbox"/> Ottawa         | <input type="checkbox"/> Presque Isle | <input type="checkbox"/> Roscommon           |
| <input type="checkbox"/> Saginaw        | <input type="checkbox"/> St. Clair    | <input type="checkbox"/> St. Joseph          |
| <input type="checkbox"/> Sanilac        | <input type="checkbox"/> Schoolcraft  | <input type="checkbox"/> Shiawassee          |
| <input type="checkbox"/> Tuscola        | <input type="checkbox"/> Van Buren    | <input type="checkbox"/> Washtenaw           |
| <input type="checkbox"/> Wayne          | <input type="checkbox"/> Wexford      | <input type="checkbox"/> Out Wayne           |

#### U.S. Congressional, State and House Districts

U.S. Congressional Districts

US Congress District 4

State Senate District

State Senate District 35

State House Districts

State House District 101

## 7. Mission Statement

The Crime Victims' Assistance Advocacy Program's mission is to insure that all victims and survivors of crime receive proper notification and ability to exercise their rights as entitled under the William VanRegenmorter Crime Victim Rights Act of 1985.

## 8. Project Resources

**Provide a general description of staff needed to implement Victims Rights in your county. Identify the most critical activities that you perform when providing victim rights.**

Currently Leelanau County has a little less than .8fts funding through the MDHHS Victim's Rights contract. The Crime Victims' Rights Coordinator/Advocate provides direct services to all crime victims and/or survivors or crime including crisis intervention and advocacy support. The Coordinator/Advocate keeps victims and/or survivors informed of their rights and obligations; provides information on the status of an investigation or court case, including plea negotiations; keeps victims and/or survivors apprised of scheduled court proceedings, as to dates, times and places of any court hearings; assistance with court preparation by explaining court process, support during court hearings; offer a safe and private area while waiting to testify; assistance in property release and assistance in establishing restitution; assist in Crime Victim Compensation Application; assist with Victim Impact statements and prepare all correspondences in accordance with the William VanRegenmorter Crime Victim Rights Act of 1985.

**If you utilize the services of volunteers in the provision of Victim Rights, please explain how this is accomplished.**

## 9. Michigan Victim Information and Notification Everyday (MI-VINE)

Does your agency participate in MI-VINE?

Yes  No

Provide the number of victims registered to use MI-VINE in your county for court events during the past calendar year.

10

To obtain statistics for number of Victims Registered with MI-VINE visit the website <https://www.vinewatch.com/vinewatch/>

**Please describe your programs efforts to utilize MI-VINE.**

Provide brochures and tear off sheets regarding MI-VINE, and upon request can assist in signing up user.

## 10. Community Coordination

**1. Community Coordination Activity 1 - Describe any community activities, projects, or coordination councils that your office is involved in to promote Victim Rights and services.**

Leelanau County Trauma Support for Children and Adolescents – Working with schools to provide them training on being trauma informed and use of trauma-based practices when working with students and their families. Provide "Trauma 101 & 102" in-services for teachers and staff. Provide direct care support for schools. Working on educating community to be "trauma Informed". Community viewing of "Resiliency" and panel discussion.

**2. Community Coordination Activity 2 - Describe any community activities, projects, or coordination councils that**

**your office is involved in to promote Victim Rights and services.**

Traverse Bay Area Children's' Advocacy Center – participates on committees to provide prevention education as to child sexual abuse. Work with center when child is interviewed from Leelanau County.

Safe Schools initiative and School Justice Partnership. These are violence prevention and truancy intervention groups. Brings resources and materials to local schools and offer presentations.

**3. Community Coordination Activity 3 - Describe any community activities, projects, or coordination councils that your office is involved in to promote Victim Rights and services.**

Leelanau County Substance Abuse Coalition and Prevention Work Groups – Prevention campaigns led by youth in each school and mentoring for younger youth. October is Substance Abuse Prevention Month and national speaker(s) will present to community and at all schools in Leelanau County.

Canine Companions for Independence and Courthouse Dogs Foundation – Facility dog support and education for canines used in the courtroom for child and vulnerable adult victims of crime, as well as witnesses. Development of community "Facility Dog" presentations to education community and service agencies. Continued support on scientific research and practices when using a Facility Dog.

## Work Plan

FOR OFFICE USE ONLY: Version # \_\_\_\_\_ APP # \_\_\_\_\_

### 11. Work Plan

- Objective :** Provide notices to crime victims as defined in the William VanRegenmorter Crime Victim Rights Act of 1985
- Activity :** Provide specific information to each victim as mandated in MCL 780.756
- Responsible Staff :** Crime Victims Rights Advocate
- Date Range :** 10/01/2019 - 09/30/2020
- Expected Outcome :** 100 % of victims will receive information under this section within 7 days of the defendant's arraignment
- Measurement :** ACT/JCT or comparable system
- 
- Activity :** Inform the victim of the defendant's conviction and the victim's right to make a written or oral Victim Impact Statement pursuant to 780.763, 780.765, 780.792, 780.793, 780.823, 780.825
- Responsible Staff :** Crime Victims Rights Advocate
- Date Range :** 10/01/2019 - 09/30/2020
- Expected Outcome :** 100 % of requesting victims will receive notice of this right
- Measurement :** ACT/JCT or comparable system
- 
- Activity :** Provide the victim with an applicable post-conviction notice form pursuant to MCL 780.763a(1), 780.791a, 780.828a
- Responsible Staff :** Crime Victims Rights Advocate
- Date Range :** 10/01/2019 - 09/30/2020
- Expected Outcome :** 100 % of victims will receive information
- Measurement :** ACT/JCT or comparable system
- 
- Activity :** Inform the victim of their right to receive notice of appeal pursuant to MCL 780.768a
- Responsible Staff :** Crime Victims Rights Advocate
- Date Range :** 10/01/2019 - 09/30/2020
- Expected Outcome :** 100 % of victims will receive notice of their right to be informed on an appeal
- Measurement :** ACT/JCT or comparable system
- 
- Activity :** Provide specific information to each victim as mandated in MCL 750.786
- Responsible Staff :** Crime Victims Rights Advocate
- Date Range :** 10/01/2019 - 09/30/2020
- Expected Outcome :** 100% of victims will receive information under this section within 72 hours after filing a juvenile petition.
- Measurement :** ACT/JCT or comparable system
- 
- Activity :** Provide specific information to each victim as mandated in MCL 780.816
- Responsible Staff :** Crime Victims Rights Advocate
- Date Range :** 10/01/2019 - 09/30/2020
- Expected Outcome :** 100% of victims all receive information under this section within 48 hours after arraignment/plea
- Measurement :** ACT/JCT or comparable system
- 
- Objective :** Crime Victims' Rights Advocate will provide victim advocacy services from a systems - based perspective
- Activity :** Victim Advocate will provide courtroom accompaniment when requested by victim
- Responsible Staff :** Crime Victims Rights Advocate
- Date Range :** 10/01/2019 - 09/30/2020

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<b>Expected Outcome :</b>	100 % of victims requesting courtroom accompaniment will receive this advocacy service
<b>Measurement :</b>	Spreadsheet or comparable system
<b>Activity :</b>	: Use of Facility dog, Gunther with children and vulnerable adults within the courtroom
<b>Responsible Staff :</b>	Crime Victims Rights Advocate
<b>Date Range :</b>	10/01/2019 - 09/30/2020
<b>Expected Outcome :</b>	Decrease stress of VI to help them answer questions in court proceedings, emotional support for all in need
<b>Measurement :</b>	Spreadsheet or comparable system
<b>Objective :</b>	Crime Victims' Rights Advocate will obtain continuing education hours to increase individual expertise in the field of victim advocacy
<b>Activity :</b>	Attend conferences conducted by the Victim Rights Training Unit, PAAM and those listed on the MIVAN
<b>Responsible Staff :</b>	Crime Victims Rights Advocate
<b>Date Range :</b>	10/01/2019 - 09/30/2020
<b>Expected Outcome :</b>	Crime Victims' Rights Advocate will have achieved sixteen continuing education hours by the end of the grant
<b>Measurement :</b>	Training log or Certificate of Attendance
<b>Objective :</b>	Grantee will comply with the reporting requirements of the grant agreement
<b>Activity :</b>	Ensure all quarterly reports are complete and submitted in a timely manner
<b>Responsible Staff :</b>	Crime Victims Rights Advocate
<b>Date Range :</b>	10/01/2019 - 09/30/2020
<b>Expected Outcome :</b>	Quarterly grant reports will be submitted prior to the deadline
<b>Measurement :</b>	EGrAMS – Electronic Grants Administration & Management System

Budget Detail for Victim Rights Prosecutor-2020  
 Agency: Leelanau County Prosecuting Attorney  
 Application: Victim Rights Prosecutor-2020

7/30/2019

**Budget**

FOR OFFICE USE ONLY:		Version # _____		APP # _____			
Line Item	Qty	Rate	Units	UOM	Total	Amount	
<b>DIRECT EXPENSES</b>							
<b>Program Expenses</b>							
<b>1</b>	<b>Salary &amp; Wages</b>						
	Advocate	1456.0000	24.290	0.000		35,366.00	35,366.00
<b>2</b>	<b>Fringe Benefits</b>						
	Composite Rate	0.0000	2.000	35366.000		707.00	707.00
	Hospitalization	0.0000	4.000	35366.000		1,415.00	1,415.00
<b>Total for Fringe Benefits</b>						2,122.00	2,122.00
<b>3</b>	<b>Travel</b>						
	Mileage-PAAM and other State of MI trainings	0.0000	0.000	0.000		200.00	200.00
<b>4</b>	<b>Supplies &amp; Materials</b>						
	Printing	0.0000	0.000	0.000		170.00	170.00
	Educational Supplies	0.0000	0.000	0.000		162.00	162.00
<b>Total for Supplies &amp; Materials</b>						332.00	332.00
<b>5</b>	<b>Contractual</b>						
<b>6</b>	<b>Equipment</b>						
<b>7</b>	<b>Other Expense</b>						
	Ancillary Direct Victim Needs Notes :	0.0000	0.000	0.000		1,901.00	1,901.00
<b>Total Program Expenses</b>						39,921.00	39,921.00
<b>TOTAL DIRECT EXPENSES</b>						39,921.00	39,921.00

Budget Detail for Victim Rights Prosecutor-2020  
 Agency: Leelanau County Prosecuting Attorney  
 Application: Victim Rights Prosecutor-2020

7/30/2019

	Line Item	Qty	Rate	Units	UOM	Total	Amount
<b>INDIRECT EXPENSES</b>							
Indirect Costs							
	1	Indirect Costs					
<b>Total Indirect Costs</b>						0.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>						0.00	0.00
<b>TOTAL EXPENDITURES</b>						<b>39,921.00</b>	<b>39,921.00</b>

Budget Summary for Victim Rights Prosecutor-2020  
 Agency: Leelanau County Prosecuting Attorney  
 Application: Victim Rights Prosecutor-2020

7/30/2019

	Category	Total	Amount	Narrative
<b>DIRECT EXPENSES</b>				
<b>Program Expenses</b>				
1	Salary & Wages	35,366.00	35,366.00	
2	Fringe Benefits	2,122.00	2,122.00	
3	Travel	200.00	200.00	
4	Supplies & Materials	332.00	332.00	
5	Contractual	0.00	0.00	
6	Equipment	0.00	0.00	
7	Other Expense	1,901.00	1,901.00	
<b>Total Program Expenses</b>		<b>39,921.00</b>	<b>39,921.00</b>	
<b>TOTAL DIRECT EXPENSES</b>		<b>39,921.00</b>	<b>39,921.00</b>	
<b>INDIRECT EXPENSES</b>				
<b>Indirect Costs</b>				
1	Indirect Costs	0.00	0.00	
<b>Total Indirect Costs</b>		<b>0.00</b>	<b>0.00</b>	
<b>TOTAL INDIRECT EXPENSES</b>		<b>0.00</b>	<b>0.00</b>	
<b>TOTAL EXPENDITURES</b>		<b>39,921.00</b>	<b>39,921.00</b>	

**Source of Funds**

	Category	Total	Amount	Cash	Inkind	Narrative
1	Source of Funds					
	Fees and Collections	0.00	0.00	0.00	0.00	
	State Agreement	39,921.00	39,921.00	0.00	0.00	
	Local	0.00	0.00	0.00	0.00	

Budget Summary for Victim Rights Prosecutor-2020  
 Agency: Leelanau County Prosecuting Attorney  
 Application: Victim Rights Prosecutor-2020

7/30/2019

	Federal	0.00	0.00	0.00	0.00	
	Other	0.00	0.00	0.00	0.00	
	<b>Total Source of Funds</b>	39,921.00	39,921.00	0.00	0.00	
	<b>Totals</b>	39,921.00	39,921.00	0.00	0.00	

**Miscellaneous**

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15. Supporting documentation, if required

Attachment Title	Attachment

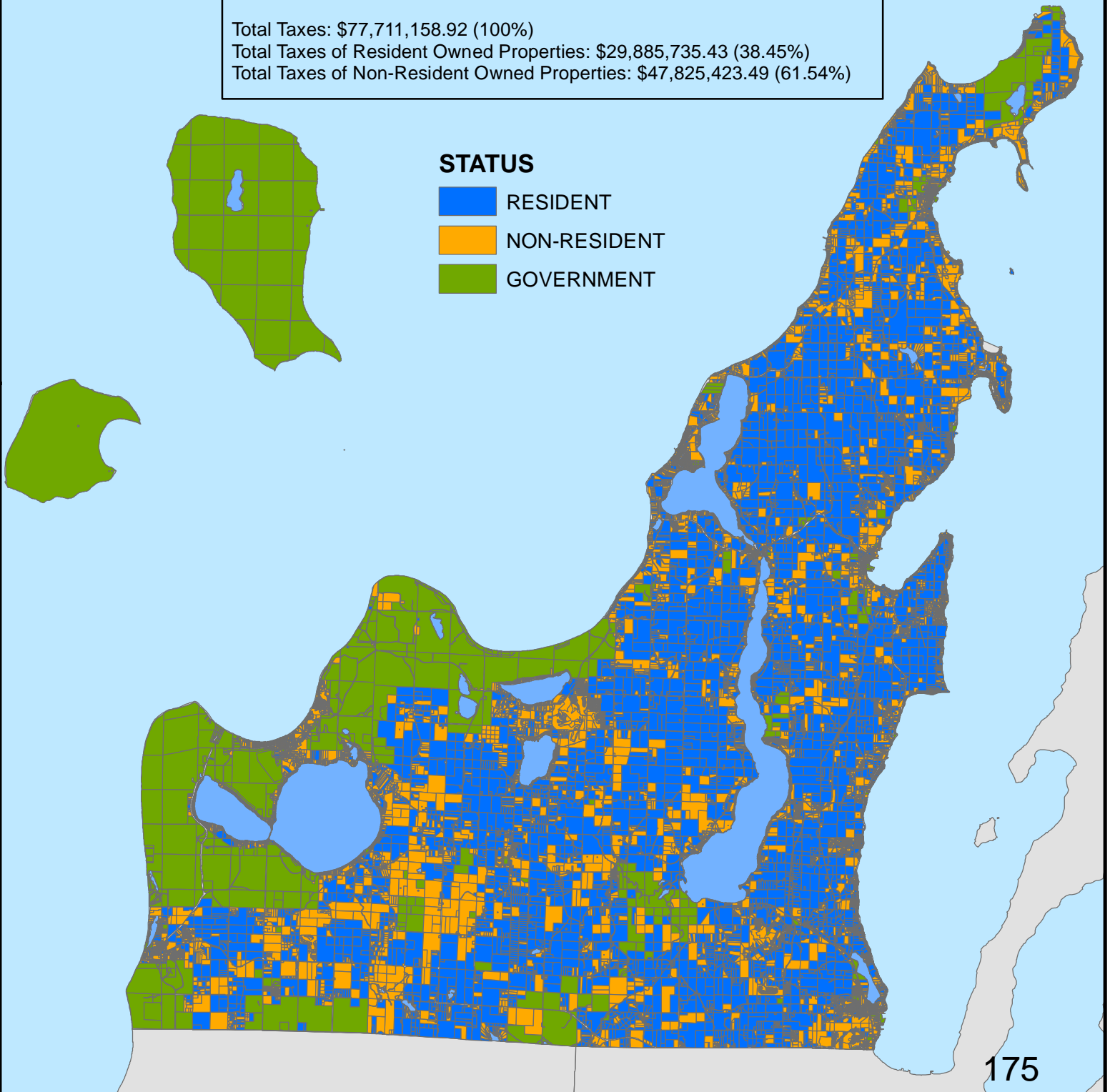
# Property Ownership

Leelanau County, Michigan - 2019

Total Properties:	24,717 (100%)
Resident Owned Properties:	12,490 (50.53%)
Non-Resident Owned Properties:	11,591 (46.89%)
Government Properties:	636 (2.57%)
Total Taxable Value: \$2,822,036,463 (100%)	
Taxable Value of Resident Owned Properties:	\$1,427,410,723 (50.58%)
Taxable Value of Non-Resident Owner Properties:	\$1,394,625,740 (49.41%)
Total Taxes: \$77,711,158.92 (100%)	
Total Taxes of Resident Owned Properties:	\$29,885,735.43 (38.45%)
Total Taxes of Non-Resident Owned Properties:	\$47,825,423.49 (61.54%)

## STATUS

-  RESIDENT
-  NON-RESIDENT
-  GOVERNMENT



# EXECUTIVE DOCUMENT SUMMARY

Department: Administration Contact Person: <u>Chet Janik</u> Telephone No.: <u>231-256-8100</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board: <u>08/13/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>08/20/2019</u>

<b>Source Selection Method</b>	<b>VENDOR:</b> _____
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____	Address: _____
	Phone: _____

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

<b>Document Description</b>	
<input checked="" type="checkbox"/> 2% Allocation Request	<input checked="" type="checkbox"/> Other <u>2% Allocation Awards</u>

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

The Grand Traverse Band of Ottawa and Chippewa Indians has awarded 2% allocation funding for two of the six County requests (see attached).

***Suggested motion:*** To recommend to the Board of Commissioners to accept the 2% Allocation awards from the Grand Traverse Band of Ottawa and Chippewa Indians, as follows:

Board of Commissioners - Leelanau County Cancer Foundation, \$2,500.00  
 Administration/Veterans Affairs - Mid Michigan Honor Flight, \$2,500.00

***Suggested Recommendation:***                      Listed above



# The Grand Traverse Band of Ottawa and Chippewa Indians

Legal Department

2605 N. West Bay Shore Drive • Peshawbestown, MI 49682-9275 • (231) 534-7601 • FAX 231-534-7600

## 2% AWARD NOTICE!!

To: Recipient of 2% Grant from the Grand Traverse Band of Ottawa and Chippewa Indians  
Chet Janik, Chairman [cjanik@co.leelanau.mi.us](mailto:cjanik@co.leelanau.mi.us) Fax: 231-256-0120

From: Mary J. Kelley, Legal Affairs Administrator/2% Coordinator *mjk*

Date: July 15, 2019

Re: Confirmation of 2% award and details of check presentation/Media Event



**CONGRATULATIONS!** *Leelanau County Board of Commissioners* will be receiving a 2% award from the Grand Traverse Band of Ottawa & Chippewa Indians (GTB) for the 1st half 2019 2% cycle in the amount of **\$2,500.00 for funding towards the Veterans Honor Flight** as outlined in your 2% application.

Under the terms of the consent decree settling *Tribes v. Engler* (Case No. 1:90 CV 611 U.S. Dist. Ct. West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians agreed to pay 2% of its video gaming revenue as defined in the stipulation, no later than 60 days after October 1<sup>st</sup> and March 31<sup>st</sup> of each year. This payment schedule was modified with the consent of the State of Michigan to July 31<sup>st</sup> and January 31<sup>st</sup> of each year because the fiscal year of the Grand Traverse Band gaming operation is calendar-based.

The Tribal Council of the Grand Traverse Band of Ottawa and Chippewa Indians will be hosting a check presentation/Media Event:

**When: MONDAY, July 22, 2019**  
**Time: 9:30 a.m. – 11:30 a.m.**  
**Where: Grand Traverse Resort, 17<sup>TH</sup> FLOOR, Acme, Michigan,**

PLEASE CONFIRM your attendance at this event by calling 231-534-7601 (leave a message if I am not in), or by sending me an e-mail at [Mary.Kelley@gtbindians.com](mailto:Mary.Kelley@gtbindians.com)

We look forward to seeing a representative from your organization at this event.

**Please provide a short report one year from the date of completion of the 2% grant expenditure to:**

**Attention: 2%**  
**GTB of Ottawa and Chippewa Indians**  
**2605 N.W. Bayshore Drive**  
**Peshawbestown, MI 49682**

Thank you and we will see you at the Media Event!



# The Grand Traverse Band of Ottawa and Chippewa Indians

Legal Department

2605 N. West Bay Shore Drive • Peshawbestown, MI 49682-9275 • (231) 534-7601 • FAX 231-534-7600

## 2% AWARD NOTICE!!

To: Recipient of 2% Grant from the Grand Traverse Band of Ottawa and Chippewa Indians  
Chet Janik, Chairman [cjanik@co.leelanau.mi.us](mailto:cjanik@co.leelanau.mi.us) Fax; 231-256-0120  
Terry Gremel, [tgremel@charter.net](mailto:tgremel@charter.net)

From: Mary J. Kelley, Legal Affairs Administrator/2% Coordinator *mjk*

Date: July 15, 2019

Re: Confirmation of 2% award and details of check presentation/Media Event



**CONGRATULATIONS!** *Leelanau County Board of Commissioners* will be receiving a 2% award from the Grand Traverse Band of Ottawa & Chippewa Indians (GTB) for the 1st half 2019 2% cycle in the amount of **\$2,500.00 for funding towards the Leelanau County Cancer Foundation** as outlined in your 2% application.

Under the terms of the consent decree settling *Tribes v. Engler* (Case No. 1:90 CV 611 U.S. Dist. Ct. West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians agreed to pay 2% of its video gaming revenue as defined in the stipulation, no later than 60 days after October 1<sup>st</sup> and March 31<sup>st</sup> of each year. This payment schedule was modified with the consent of the State of Michigan to July 31<sup>st</sup> and January 31<sup>st</sup> of each year because the fiscal year of the Grand Traverse Band gaming operation is calendar-based.

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PLEASE CONFIRM your attendance at this event by calling 231-534-7601 (leave a message if I am not in), or by sending me an e-mail at [Mary.Kelley@gtbindians.com](mailto:Mary.Kelley@gtbindians.com)

We look forward to seeing a representative from your organization at this event.

**Please provide a short report one year from the date of completion of the 2% grant expenditure to:**

**Attention: 2%**  
**GTB of Ottawa and Chippewa Indians**  
**2605 N.W. Bayshore Drive**  
**Peshawbestown, MI 49682**

Thank you and we will see you at the Media Event!



## 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, with offices located at 8527 E. Government Center Dr., Suttons Bay, MI 49682 (hereinafter referred to as the "County"), and **LEELANAU COUNTY CANCER FOUNDATION**, a Michigan non-profit corporation, located at P.O. Box 266, Northport, MI 49670 (hereinafter referred to as the "Contractor"). The County and the Contractor are sometimes hereinafter referred to as the "Party" or "Parties."

### **WITNESSETH:**

**WHEREAS**, the County desires the Contractor provide general, non-medical financial assistance on a first-come, first-served basis to Leelanau County residents diagnosed with cancer, whether currently receiving treatment or in remission without treatment, or families impacted by cancer who are experiencing financial hardship as a result of their respective diagnosis.

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

**FIRST: Services to be Provided by Contractor.** The Contractor agrees to provide general, non-medical financial assistance on a first-come, first-served basis to Leelanau County residents diagnosed with cancer, whether currently receiving treatment or in remission without treatment, or families impacted by cancer who are experiencing financial hardship as a result of their respective diagnosis (hereinafter referred to as the "Services"). All allotted funds shall be paid either directly to the residents and/or families as reimbursement for expenses already incurred or to their respective bill collectors.

**SECOND: Duties of Contractor.** The Contractor, in accordance with the general purposes and objectives of this Agreement as herein specified, shall:

- A. Administer and execute the Services.
- B. Provide the necessary administrative, professional, and technical staff for the provision of the Services, and be responsible for such staff members and volunteers.
- C. Utilize record and report forms as prescribed.
- D. Submit reports as hereinafter stated.

**THIRD: Agreement Period and Termination.** The Contractor shall commence performance of the Services and obligations required of it hereunder on the \_\_\_ day of \_\_\_\_\_, 2019, and shall continue said Services through the \_\_\_ day of \_\_\_\_\_, 2020, Time Being of the Essence.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of ten (10) calendar

days prior written notice to the Contractor. In the event this Agreement is terminated by the County for reasons other than the Contractor's breach of this Agreement, the Contractor shall be entitled to receive or retain a sum equal to one-twelfth (1/12th) of the total sum of the compensation stated in the **FOURTH** section of this Agreement multiplied (x) by the number of months in which the Contractor performed the Services under this Agreement prior to the effective date of termination. Any funds received by the Contractor that are in excess of this revised sum shall be returned to the County within thirty (30) calendar days of the effective date of termination. It is expressly understood and agreed that in the event of a breach of this Agreement by the Contractor and its termination by the County, the County, in addition to the Agreement's termination, reserves the right to seek any other remedies available in law or in equity.

**FOURTH: Compensation.** It is expressly understood and agreed that in no event will the total compensation to be paid by the County to the Contractor under this Agreement exceed the sum of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00). Payment shall be made within thirty (30) calendar days of the date in which this Agreement is fully signed by the representatives of both the County and the Contractor.

**FIFTH: Accounting Procedures.** The Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

**SIXTH: Annual and Evaluation Reports.** The Contractor shall prepare and submit to the County the following reports:

- A. Reports, including programmatic and financial data on the activities of the Contractor and the Services provided pursuant to this Agreement, shall be submitted on or before \_\_\_\_\_, 20\_\_.
- B. Further evaluation reports when and as requested by the County.

**SEVENTH: Nondiscrimination.** The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- D. 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. In the event the Contractor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

**EIGHTH: Indemnification and Hold Harmless.** The Contractor shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any acts, omissions or negligence of the Contractor, its employees, agents or subcontractors that may arise out of this Agreement.

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

**TENTH: Applicable Law and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement, the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**ELEVENTH: Waivers.** No failure or delay on the part of the County 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.

**TWELFTH: Modifications, Amendments, or Waivers of Provisions of the Agreement.** All modifications, amendments, or waivers of any provision of this Agreement shall be made only by the written mutual consent of the Parties hereto.

**THIRTEENTH: Assignment or Subcontracting.** The Contractor shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement.

**FOURTEENTH: Power to Diminish or Terminate Compensation for Failure to Comply with Agreement.** In the event that the Contractor fails to fulfill any of the terms or conditions of this Agreement in a timely and diligent manner as determined by the County, the County reserves the right to reduce, diminish, or terminate the compensation set forth in the **FOURTH** section in a manner which reflects such noncompliance.

**FIFTEENTH: 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.

**SIXTEENTH: Complete Agreement.** This Agreement, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the Parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto.

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

**EIGHTEENTH: Certification of Authority to Sign Agreement.** The people signing on behalf of the Parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Party they represent and that this Agreement has been authorized by the Party they represent.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS INSTRUMENT ON THE DATES AND IN THE SPACES SET FORTH BELOW.**

**COUNTY OF LEELANAU**

**LEELANAU COUNTY CANCER FOUNDATION**

By: \_\_\_\_\_  
William J. Bunek, Chairperson  
County Board of Commissioners

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

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

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

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

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

APPROVED AS TO FORM  
FOR COUNTY OF LEELANAU  
COHL, STOKER & TOSKEY, P.C.

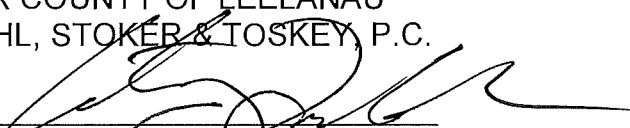
By:   
\_\_\_\_\_  
Courtney A. Gabbara

EXHIBIT A

**LEELANAU  
COUNTY  
BOARD POLICY**

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

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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

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

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

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



# Leelanau County Boards, Authorities, and Commissions

## Area Agency on Aging of Northwest Michigan (AAANM)

Last Name/First Name	Position/Category	Term Expires
Elizabeth A. Wagner	At large – citizen	December 31, 2020

## Bay Area Transportation Authority (BATA)

Last Name/First Name	Position/Category	Term Expires
John Somnavilla	At large – citizen	December 31, 2020

## Benzie/Leelanau District Board of Health (BOH)

Last Name/First Name	Position/Category	Term Expires
Barbara Conley	At large – citizen	December 31, 2020
Melinda Lautner	Commissioner appointee	<i>Annually</i>
Casey Noonan	Commissioner appointee	<i>Annually</i>

## Benzie/Leelanau District Environmental Health Board of Appeals

Last Name/First Name	Position/Category	Term Expires
Tony Ansoorge	Commissioner appointee	<i>Annually</i>
John Arens	At large – citizen	December 31, 2020
Charles Godbout	At large – citizen	December 31, 2019

## Brownfield Redevelopment Authority (BRA)

Last Name/First Name	Position/Category	Term Expires
John Arens	At large – citizen	December 31, 2020
W. Dennis Bushey	At large – citizen	December 31, 2021
Kathy Egan	At large – citizen	December 31, 2021
Richard Foster	At large – citizen	December 31, 2020
Randy Harmson	At large – citizen	December 31, 2020
Chet Janik	County Administrator	<i>Annually</i>
Patricia Soutas-Little	Commissioner appointee	<i>Annually</i>



# Leelanau County Boards, Authorities, and Commissions

## Building Safety Board of Appeals (CCBOA)

Last Name/First Name	Position/Category	Term Expires
Kevin Buhr	Electrical category	December 31, 2019
Clint Cook	Plumbing/Mechanical category	December 31, 2023
Richard Dunnebacke	Building category	December 31, 2021
Richard Peplinski	Building category	December 31, 2020
F. Jon Walter	Architect category	December 31, 2022

## Department of Health and Human Services (DHHS)

Last Name/First Name	Position/Category	Term Expires
Greg McMorrow	At large – citizen	December 31, 2019
Michael E. Smith	At large – citizen	December 31, 2020

## Land Bank Fast Track Authority (LBA)

Last Name/First Name	Position/Category	Term Expires
John A. Gallagher III	County Treasurer	Annually
Trudy Galla	Planning Director	Annually
Randy Harmson	At large – citizen	December 31, 2020
Chet Janik	County Administrator	Annually
Patricia Soutas-Little	Commissioner appointee	Annually
Mark Walter	At large – citizen	December 31, 2019
Richard K. Foster	At large – citizen	December 31, 2021

## Northern Lakes Community Mental Health Authority (NLCMH)

Last Name/First Name	Position/Category	Term Expires
Betty Bushey	At large – citizen	March 31, 2020
Ty Wessell	Commissioner appointee	Annually

## Northern Michigan Regional Entity (NMRE) Substance Use Disorder Services Policy Oversight Board

Last Name/First Name	Position/Category	Term Expires
Gwenne Allgaier	At large – citizen	December 31, 2020



# Leelanau County Boards, Authorities, and Commissions

## Northwestern Regional Airport Commission (NRAC)

Last Name/First Name	Position/Category	Term Expires
Lee Foerster	At large – citizen	December 31, 2019
Debra Rushton	Commissioner appointee	<i>Annually</i>

## Parks and Recreation Commission

Last Name/First Name	Position/Category	Term Expires
Clayton Ball	At large – citizen	December 31, 2019
Dave Barrons	At large – citizen	December 31, 2021
Steve Christensen	Drain Commissioner	<i>Annually</i>
Robert Johnson	At large – citizen	December 31, 2021
Melinda Lautner	Commissioner appointee	<i>Annually</i>
Casey Noonan	Planning Rep./County Comm.	<i>Annually</i>
John Popa	Road Comm. Rep	<i>Annually</i>
Kyle Trevas	At large – citizen	December 31, 2020
Ty Wessell	Commissioner appointee	<i>Annually</i>
Todd Yeomans	At large – citizen	December 31, 2021

## Planning Commission

Last Name/First Name	Position/Category	Term Expires
Victor Goldschmidt	Education category	December 31, 2020
Dan Hubbell	Agriculture category	December 31, 2019
Melinda Lautner	Commissioner appointee	<i>Annually</i>
Jessica Lukomski	Tourism category	December 31, 2019
David McCulloch	Business category	December 31, 2020
Robert Miller	Economic Development category	December 31, 2020
Tom Nixon	Municipal Government category	December 31, 2019
Casey Noonan	Recreation category	December 31, 2021
Matt Walter	Legal/Real Estate category	December 31, 2021
Eric Winkelman	Transportation category	December 31, 2020
Steve Yoder	Finance category	December 31, 2021



# Leelanau County Boards, Authorities, and Commissions

## Soil Erosion, Sedimentation, and Stormwater Runoff Control Ordinance BOA

Last Name/First Name	Position/Category	Term Expires
Fred Cepela	At large – citizen	December 31, 2019
Tricia Denton	At large – citizen	December 31, 2020
Victor Goldschmidt	At large – citizen	December 31, 2021
Eric Lind	At large – citizen	December 31, 2021
Jack Messer	At large – citizen	December 31, 2019

## Solid Waste Council (SWC)

Last Name/First Name	Position/Category/Category	Term Expires
Lois Bahle	Regional Solid Waste Planning	December 31, 2020
Mark Bevelhymmer	Solid Waste Industry	December 31, 2019
Tim Bolin	Public	December 31, 2020
Pat Deering	Solid Waste Industry	December 31, 2019
Andrew Gale	Solid Waste Industry	December 31, 2020
Marcia Harris	Local Government	December 31, 2020
Melinda Lautner	Commissioner appointee	<i>Annually</i>
Eric Lind	Public	December 31, 2019
Tom MacDonald	Local Government	December 31, 2019
David McCulloch	Education	December 31, 2020
James Palmer	Solid Waste Industry	December 31, 2019
Bill Perkins	Environmental	December 31, 2019
Carrie Sharp	Environmental	December 31, 2020
Kathleen Wiejaczka	Industry Waste Generator	December 31, 2019

## Veterans Affairs Administrative Committee (VAAC)

Last Name/First Name	Position/Category	Term Expires
Alan Aldrich	At large – citizen	December 31, 2020

## Workforce Development Board

Last Name/First Name	Position/Category	Term Expires
Diane Allington	At large	December 31, 2021
Kelli Stepka	At large	December 31, 2019

# EXECUTIVE DOCUMENT SUMMARY

Department: Administration Contact Person: <u>Chet Janik</u> Telephone No.: <u>231-256-8100</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>08/13/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>08/20/2019</u>
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<b>Source Selection Method</b> <input checked="" type="checkbox"/> Quotation <input type="checkbox"/> Other: _____	VENDOR: <u>Michigan Association of Counties</u> Address: _____ Phone: _____
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Budgeted Amount: _____	\$ 10,930.26	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Annual MERS Conference</u>


Request to Waive Board Policy on Bid Requirements

Attached is an invoice from the Michigan Association of Counties (MAC) for FY 2019-20 Membership dues, in the amount of \$19,781.15.

Below is a history of payments made by Leelanau County to MAC -

2003-04	\$11,791.00	2011-12	\$12,144.73
2004-05	\$11,791.00	2012-13	\$12,144.73
2005-06	\$11,791.00	2013-14	\$10,930.26
2006-07	\$11,791.00	2013-15	\$10,930.26
2007-08	\$12,144.73	2015-16	\$10,930.26
2008-09	\$12,144.73	2016-17	\$10,930.26
2009-10	\$12,144.73	2017-18	\$10,930.26
2010-11	\$12,144.73	2018-19	\$10,930.26

**Suggested Recommendation:** To recommend approval of the 2019-2020 Michigan Association of Counties (MAC) dues in the amount of \$\_\_\_\_\_ ; funds to come from Board of Commissioners Membership Dues and Fees, #101.100.101-807.000.

Department Head Approval:  Date: 07/29/2019



110 W. Michigan Ave., Suite 200  
 Lansing, MI 48933  
 517-372-5374 Fax 517-482-4599  
 www.micounties.org  
 Stephan W. Currie, Executive Director

# INVOICE

Invoice Number: m1744

Invoice Date: 7/1/19

**Bill To:**

Chet Janik  
 Leelanau County  
 8527 East Government Center Dr  
 Suite 101  
 Suttons Bay, MI 49682

## 2020 County Dues Invoice

Description	Amount
<p>MAC 2020 County Dues</p> <p style="text-align: center;">Fiscal Year 2019-2020            July 1, 2019 - June 30, 2020</p>	<p>19,781.15</p>

<b>TOTAL AMOUNT DUE</b>	<b>19,781.15</b>
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An alliance of Michigan counties working to enhance county government through advocacy, shared services and education.

**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT: Administration/General  
(County Administrator)

Policy No. **22**

SPECIFIC SUBJECT: Travel Policy

Adopted: 05/21/2002  
Revised: 08/17/2010  
Revised: 07/19/2011  
Revised: 09/16/2014  
**Revised:**

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APPLIES TO: All Leelanau County Employees and Elected Officials.

PURPOSE: To provide a written policy for standard travel regulations for County employees and officials.

**SECTION I – GENERAL PROVISIONS**

1. These regulations shall govern all persons engaged in official travel for Leelanau County and submitting travel vouchers/requests to the County for reimbursement.
2. Compliance with these regulations is the responsibility of each employee and department head. The County reserves the right to question and reject any travel voucher/requests that appears to violate the intent of these regulations.
3. All travel, other than routine local travel, shall be authorized and approved by the department head, elected official, or County Administrator prior to departure. Such approval shall be in writing. Sufficient appropriately budgeted funds must be available to support authorized travel. The County will reimburse reasonable expenses associated with out-of-town travel in connection with County business. Distance, weather and the timing of the program/meeting will guide whether a department head, elected official, or the County Administrator approves overnight travel.
4. Travel for County business is provided at the expense of the taxpayer. Employees should never consider business travel an opportunity to “treat” themselves or take advantage of luxuries through the use of expense reimbursement. Employees traveling on official County business are expected to exercise care in incurring expenses. Under no circumstances will expenses of a personal nature be included in a charge against public funds.

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5. County-related travel shall require the submission of itemized receipts, except in extenuating circumstances that have approval of the County Administrator for employees to be eligible for expense reimbursement. The County reserves the right to reject any request for reimbursement not deemed directly related to County business.

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6. All requests for reimbursement must have itemized receipts. Employees will only be reimbursed for their own expenses; when traveling with coworkers, each employee is responsible for their own expenses and only individual reimbursement requests will be considered.

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7. The County will not reimburse any expense, including conference, meal, travel, and other related costs, for spouses, family members or guests to accompany an employee on business travel except for the benefit of the County and with prior County approval.

8. Travel advances will be utilized to facilitate travel by County personnel on authorized County business when approved in writing by the department head or County Administrator.

## SECTION II – GENERAL PROCEDURES

1. Travel requests shall be approved by the supervising department head, elected official, or County Administrator, as appropriate.

2. A Request for Travel Advance must be approved by the department head and submitted to the Accounting Department at least seven (7) days prior to the anticipated departure date. This requirement may be waived by the County Administrator for unavoidable or emergency circumstances. All expenses must be accounted for with itemized receipts and any excess funds will be returned to the County Treasurer's office on the first workday following the employee's return. No County employee shall be approved for a travel advance unless all prior advances have been settled.

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3. Authorization for out-of-state travel, except in cases of emergency or extraditions, must be approved by the Board of Commissioners, upon the recommendation of the County Administrator.

## SECTION III – AUTHORIZATION/REQUEST FOR CASH ADVANCE

1. Cash advance of funds for estimated expenses may be obtained with prior approval. A Request for Travel Advance must be approved by the department head and submitted to the Accounting Department at least seven (7) days prior to the anticipated departure date. This requirement may be waived by the County Administrator for unavoidable or emergency circumstances. All expenses must be accounted for with itemized receipts and

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any excess funds will be returned to the County Treasurer's office on the first workday following the employee's return. No County employee shall be approved for a travel advance unless all prior advances have been settled. The County Treasurer will provide an entire copy of the documentation from the employee, as well as a copy of receipt of returned funds, if applicable, to the County Clerk to be attached to the Request for Travel Advance.

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SECTION IV – TRAVEL EXPENSE VOUCHER

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1. In order to receive reimbursement, an employee shall complete a Travel Expense Voucher/Request and submit it to the Accounting Department for processing. A Travel Expense Voucher/Request is to be used for reimbursement of any/all expenses involving meals, mileage, lodging, and/or other miscellaneous travel expenses. Itemized receipts must be attached. Credit card receipts will not be accepted.

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2. The expense of only one employee shall be included on any single expense voucher, except for an employee working in a custodial capacity, such as an inmate or juvenile, that is responsible for and pays the expenses incurred on behalf of others. The names of the other individuals must be shown on the expense voucher. No reimbursements will be made to employees who pay on behalf of a co-worker.

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3. Expense vouchers must be filed by the end of each calendar year quarter (March 30, June 30, September 30, and December 31.) Vouchers submitted after the end of the quarter shall be rejected. This requirement may be waived by the County Administrator for unavoidable or emergency circumstances. Vouchers must be submitted to the department head for reimbursement authorization and processing through the Accounting Department.

4. Pursuant to these regulations, supporting receipts/itemized documentation must be attached for all items for which reimbursement is sought.

5. Expense vouchers that are illegible, lacking itemized documentation, or otherwise incomplete will be returned for clarification and/or correction.

6. Expenses claimed for mileage, lodging, meals, and other expenses must be itemized and detailed by day.

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SECTION V – TRANSPORTATION

1. Employees requiring air travel should make travel arrangements with proper advance notice to obtain the most competitive fares. Arrangements for air transportation may be made through a travel agent, if appropriate. The expense of traveling by public carrier shall be based on actual cost. Reimbursement for air travel shall not exceed coach rates. The County's credit card is to be utilized for payment.

2. Use of County vehicles for travel by departments with assigned vehicle fleets is required unless other arrangements have been approved in advance or operational circumstances warrant use of personal vehicles. Employees should refer to the County Board Policy on Vehicles, #23 for additional rules and guidelines.
3. Ride sharing is required for employees traveling to the same destination unless other arrangements have been approved in advance. When two or more employees travel in the same vehicle, mileage allowance will be paid to the operator of the vehicle only.
4. Employees using their personal vehicles for County business shall be reimbursed at the approved County rate for mileage. To be eligible for mileage reimbursement, the employee must submit a mileage voucher detailing the total number of miles actually driven, excluding any unnecessary or personal side trips, and it must be submitted to their department head or the County Administrator for verification and approval to authorize payment.
5. Necessary travel-related costs, such as parking, tolls, valet parking, taxi/shuttle service, etc., may also be reimbursed. Receipts for these expenses are required to be submitted. A detailed account of all such travel-related expenses shall be submitted in an employee's Travel Voucher.

SECTION VI – LODGING, MEALS, OTHER EXPENSES

1. The costs for lodging during travel shall be reimbursed at conference rates or for accommodations reasonable to the trip. The County is a tax-exempt entity. As many hotels/motels offer a government rate, employees are required to use this rate, if available, but employees should always seek the most competitive rate for lodging. Any employee authorized for overnight lodging shall obtain a Tax Exempt Certificate prior to departure.
2. Employees are encouraged to have the County pay any lodging reservations in advance. The County will not cover costs for suites or upscale special rooms. Room sharing is encouraged where appropriate. Employees are responsible in obtaining a receipt for lodging expenses upon departure and for delivering the itemized receipt to the County.
3. Employees should observe check-out hours in order to avoid an extra day charge. Additionally, employees are required to use their personal credit card for incidentals if requested by the hotel at time of check-in. At check-out/departure, the employee is responsible in obtaining a separate itemized receipt for incidentals, if applicable, and verify those charges are on their personal credit card.

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4. County employees engaged in official travel will be provided daily subsistence and lodging allowances as follows:<sup>1</sup>

- Lodging: Up to \$120.00/day
- Meals: Up to \$55.00/day

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**All** allowances in this policy may be periodically adjusted to comply with the most current IRS standards.

5. Machine printed receipts for lodging expenses are required. Where a place of lodging does not customarily issue a machine printed receipt, the receipt ordinarily issued to a guest will be acceptable provided it shows the name of the facility, street address and city or town.

6. Reasonable meal expenses, including tips and incidentals, will be reimbursed provided that itemized receipts are submitted. All incidental meal expenses, such as convenience store snacks or fountain soda, shall require the submission of itemized receipts to be eligible for reimbursement. Items purchased from vending machines shall not be eligible for reimbursement. Under no circumstances will the County reimburse for alcoholic beverages.

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7. Gratuities may be reimbursed not to exceed 15% and only when actually paid or added to charge and reflected on receipt.

8. Persons required to attend pre-arranged meetings or in-service training events held in Leelanau County may be reimbursed for meal expenses in connection with such meetings. The employee/official must be representing the County at these meetings, and it must be established that it was not practical for the person to return to his/her residence for the meal. An itemized receipt is required.

#### SECTION VII – MISCELLANEOUS EXPENSES

1. Miscellaneous expenses incidental to official County travel will be held to the minimum required for efficient conduct of County business. The department head or authorized representative approving the travel voucher will be held accountable for all items of expense as being necessary and correct. The following are established as guides for the traveler:

- a. Necessary bus, subway, taxicab, or other types of public transportation is allowed. An itemized receipt for such charges must be attached to the voucher.

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<sup>1</sup> All rates updated to 2010 costs and adjusted for inflation.

b. Facsimile or Telephone charges are allowable when necessary for official business, with submission of an itemized receipt.

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c. Registration and enrollment fees for seminars, meetings or conventions are allowable for official representatives of the County.

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<#>Telephone charges are allowable when necessary for official business. One telephone call per day, not exceeding five minutes in duration to the travelers' home-of-record will be allowable for county personnel in travel status.¶

d. Itemized receipts must be attached to travel expense vouchers for all parking expense claims.

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e. Itemized receipts must be attached to travel expense vouchers for all road tolls or bridge crossing fees.

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### SECTION VIII – SPECIAL REGULATIONS

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1. At no time will any individual establish special rates or certify for payment any expenses contrary to these regulations, and in no case will the amount allowed be in excess of the maximum approved rates. However, reimbursement for appropriate expense items not specifically covered under this policy shall require the approval of the County.
2. Employees in travel status will be paid only for time spent on County business. Employees in travel status will be paid for their normally scheduled workday unless they are actually engaged in official County work in excess of their normal workday. Overtime, while in travel status, will be paid only for work related time spent in work related activity, and not for any time spent related to meals, sleeping or otherwise engaged in leisure activities.
3. Extra costs not related to County business, such as personal telephone calls, movies, room service, laundry service, pre- and post-conference side trips, etc. shall not be reimbursed.

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