

**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, April 11, 2017, 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.)*

**TENTATIVE AGENDA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE**

**ROLL CALL**

**COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:**

**PAGE #**

- Administrator Update
- Northwestern Regional Airport Commission

**AGENDA ADDITIONS OR DELETIONS**

**PUBLIC COMMENT**

**ACTION ITEMS:**

- |   |       |
|---|-------|
| 1. Kevin Klein, Director, Cherry Capital Airport –<br>Runway 10, Extension and Avigation Easement Acquisition Resolution. | 2-6   |
| 2. Information Technology – Agreement with GovDirect for Renewal of McAfee Gold Software.                                 | 7-14  |
| 3. Sheriff –  |       |
| a. Acceptance of Donation from the Suttons Bay Art Committee.   | 15-16 |
| b. MMRMA (Michigan Municipal Risk Management Authority) RAP Grant Approval.   | 17    |
| 4. Emergency Management/911 – Telephone Surcharge Options.  | 18-19 |
| 5. L.E.C. Roof Options <i>(no handout)</i> .  |       |
| 6. Medical Examiner – Intergovernmental Agreement <i>(no handout)</i> .   |       |
| 7. Treasurer – Staffing Restructure Request <i>(under separate cover)</i> .   |       |
| 8. County Commissioner Compensation <i>(Commissioner Ansorge)</i> .   |       |
| 9. Administration –   |       |
| a. 4-H Barn Update <i>(no handout)</i> .  |       |
| b. Retired Patrol Vehicles – Auction Update.  | 20-21 |
| c. Unionization Request from POAM for Leelanau County Dispatchers Update <i>(no handout)</i> .                            |       |
| d. Job Descriptions update.   | 22-32 |

**REVIEW OF FINANCIALS**

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

**PUBLIC COMMENT**

**APPROVAL OF FINANCIALS**

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

**ADJOURN**

# Traverse City, MI



Cherry Capital Airport - TVC

April 4, 2017

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

Dear Mr. Janik:

The Northwestern Regional Airport Commission (NRAC), as operator of the Cherry Capital Airport (TVC), has completed planning and environmental consultation for the extension of the primary runway (Runway 10/28) from a length of 6,900 feet to an overall runway length of 7,015 feet. The objective of the proposed 115-foot extension is to provide additional runway length in order to reduce or eliminate weight penalties for existing users and thus increase operational efficiency for aircraft that currently utilize the Airport.

This extension project has been under development since 2006. However, the runway extension has been part of the Airport Master Plan since 1966 when the original east west runway was constructed. Phase I of the project was completed in 2013; extending the runway from 6,500 feet to 6,900 feet. Since 2013, the Airport, Federal Aviation Administration (FAA), State of Michigan, tenants, and consultants have studied the best alternatives to meet the established goals while minimizing the impact to the surrounding property owners and the traveling public.

The Airport has determined the need to maintain a facility that meets the requirements of the exiting users, in particular the airlines that provide a valuable economic engine to the Northwest Lower Michigan region. The Airport is required by the FAA to resolve existing obstructions and potential future obstructions to the approach to this runway. The Airport pursuant to State and Federal regulations is required to provide adequate height clearance for aeronautical users through the means of avigation easements and/or condemnation. The Airport intends to work with adjacent property owners through an appraisal and review appraisal process as required by the FAA for the acquisition of avigation easements on approximately 35 parcels. The enclosed Resolution is requesting authorization as owner of the property to acquire aviation easements in connection with the extension of Runway 10/28 approach area.

The Airport will use Airport funding, Airport Improvement Program – entitlement funding from the FAA and the State of Michigan, and Passenger Facility Charge (PFC) funding. The total project cost is estimated at \$11,461,000 with \$5,917,500 Federal, \$328,750 State of Michigan, \$328,750 Airport funds and \$5,214,750 Passenger Facility Charge funds.

At the request of the Northwestern Regional Airport Commission, we respectfully ask this item be placed before your Board. Along with this request, I am willing to conduct a full presentation in regards to this matter. Please contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Klein', with a long, sweeping horizontal flourish extending to the right.

Kevin C. Klein, A.A.E.  
Airport Director

Enc.

Resolution #2017-\_\_\_\_\_

LEELANAU COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING NORTHWESTERN REGIONAL AIRPORT COMMISSION TO ACQUIRE  
AVIGATION EASEMENTS IN CONNECTION WITH THE EXTENSION OF RUNWAY 10-28 RUNWAY  
APPROACH AREA AND RESOLUTION OF NECESSITY

WHEREAS, the Leelanau County Board of Commissioners met in Regular Session on April \_\_\_\_\_, 2017; and

WHEREAS, Grand Traverse County and Leelanau County are owners of the property associated with the Cherry Capital Airport, a public airport (the "Airport"); and

WHEREAS, Grand Traverse County and Leelanau County (the "Counties") acquired the Airport from the City of Traverse City on July 6, 1990; and

WHEREAS, under Section 134 of the Michigan Aeronautics Code (MCL 259.134), the Counties jointly operate the Airport through the Northwestern Regional Airport Commission (NRAC); and

WHEREAS, the NRAC has determined to extend Runway 10-28 for public airport purposes and should the current Environmental Assessment project result in a finding of no significant impact (FONSI) the NRAC will move forward with the purchase of avigation easements to facilitate the removal of trees within the extended runway approach surface for Runway 10-28; and

WHEREAS, the NRAC intends to establish through an appraisal and review appraisal process the amount it believes to be just compensation for the acquisition of avigation easements on approximately 35 parcels and present Good Faith Offers of Just Compensation to acquire the necessary avigation easements for those parcels; and

WHEREAS, the extension of Runway 10-28 is necessary for the improvement of the Airport to accommodate present and future aeronautical users of the Airport and the acquisition of new and modifications of existing avigation easements are necessary for the purpose of providing adequate height clearance for aeronautical users associated with the extension (the "Project"); and

WHEREAS, pursuant to 259.132, the acquisition of any lands for the purpose of establishing airports, landing fields or other aeronautical facilities; the acquisition of airport protection privileges; the acquisition, establishment, construction, enlargement, improvement, maintenance, equipment and operation of airports, landing fields and other aeronautical facilities, and the exercise of any other powers granted to Grand Traverse and Leelanau Counties and the NRAC under the Aeronautics Code, are declared to be public, governmental and municipal functions, exercised for a public purpose, and matters of public necessity; and

WHEREAS, the NRAC may be unable to acquire the necessary rights in some or all of the parcels identified in Exhibit A, attached hereto and made a part hereof, (the "Properties") through negotiation; and

WHEREAS, it may become necessary to initiate condemnation proceedings for the rights needed in the Properties A, for the Project, which include the acquisition of avigation easements necessary to provide adequate height clearance for aeronautical users (the "Private Property Rights").

NOW, THEREFORE, BE IT RESOLVED, the Board on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, does declare and determine as follows:

1. That in the event that the current Environmental Assessment project result in a FONSI, the NRAC be and is hereby authorized to negotiate with the owners of the Properties and to establish and present an amount of just compensation through the use of an Appraiser and Review Appraiser for the Private Property Rights necessary for the Project and make good faith written offers to acquire the Private Property Rights to the owners of the Property pursuant to Section 5 of the Uniform Condemnation Procedures Act

2. The terms and conditions as approved by the NRAC of the Good Faith Offers of Just Compensation are hereby approved and that the Private Property Rights acquired shall be held jointly in the name of Leelanau County and Grand Traverse County for the purpose of expanding and operating a public airport as provided in MCL 259.133, 134, and 135.

3. A technical amendment to the Joint Operating Agreement for the NRAC and the Agreement Amending and Replacing Lease of May 1, 1972, in order to specify the Private Property Rights acquired from the owners of the Properties, shall be incorporated collectively with the legal description set forth and referenced in those agreements.

4. The NRAC's right to continue to act in an agency relationship as specified in paragraph XI of the Amended Joint Operating Agreement dated February 17, 1999, is reaffirmed and the NRAC is authorized to take any and all actions to complete the acquisition of the Private Property Rights and the terms of sale for the Good Faith Offers of Just Compensation on behalf of both Grand Traverse and Leelanau Counties.

5. The Project is necessary and that said Project is a necessary public improvement for the use and benefit of the public.

6. That it is necessary to acquire the Private Property Rights in the Private Property for the Project in accord with plans for the Project on file with the NRAC (the "Plans").

7. That the NRAC is hereby directed and authorized to initiate condemnation procedures through its attorneys under the Michigan Uniform Condemnation Procedures Act and the Michigan Aeronautics Code on behalf of Leelanau County in Grand Traverse County Circuit Court in the names of Grand Traverse County and Leelanau County, jointly to acquire the Private Property Rights in the Private

Property as such proceedings may become and are necessary for the Project and the Private Property Rights so acquired shall be held by Grand Traverse County and Leelanau County as tenants in common.

BE IT FURTHER RESOLVED, that all actions taken to date by the NRAC, and contractors of the NRAC to acquire the Private Property Rights for the Project in accord with the Plans are hereby ratified, approved, and determined to be necessary for the Project and in the public interest.

Be it further resolved that the County Clerk is directed to forward this resolution to the NRAC.

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Roll Call Vote:	Aye	Nay
William J. Bunek	_____	_____
Tony Anson	_____	_____
Debra L. Rushton	_____	_____
Ty Wessell	_____	_____
Patricia Soutas-Little	_____	_____
Casey Noonan	_____	_____
Melinda C. Lautner	_____	_____

State of Michigan  
County of Leelanau

I, Michelle Crocker, Clerk of said County and Clerk of Circuit Court for said County, the same being a Court of record having a seal, do hereby certify that the above is a true copy of the Record now remaining in my office of the whole thereof. In testimony whereof, I have hereto set my hand and affixed the seal of the Circuit Court the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Michelle Crocker, Leelanau County Clerk

# EXECUTIVE DOCUMENT SUMMARY

Department: Information Technology Contact Person: <u>Ron Plamondon</u> Telephone No.: _____	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>4/11/17</u> <input type="checkbox"/> Regular Session: _____
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<b>Source Selection Method</b> <input checked="" type="checkbox"/> Bid <input type="checkbox"/> Other: _____	VENDOR: <u>GovDirect</u> Address: _____ Phone: _____
--	--

Budgeted Amount: _____ <u>\$3,500.00</u>	Contracted Amount: _____ <u>\$3,228.75</u>
--	--

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

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

Request approval of purchase of an annual maintenance renewal for our McAfee Antivirus software. Also requesting the approval of the Customer Agreement which has been revised by counsel.

**Suggested Recommendation:** Recommend approval of the purchase of the annual maintenance of our virus protection software McAfee Antivirus from GovDirect for \$3,228.75 and the approval of the Customer Agreement with same as revised by counsel. Funds to come from Computer Fund 636.

Department Head Approval: Ron Plamondon Digitally signed by Ron Plamondon Date: 2017.04.04 14:34:59 -04'00' Date: \_\_\_\_\_

**Quote ID:** GovD.027699

**Date:** Tuesday, April 04, 2017

**Expires:** Sunday, April 30, 2017

**Prepared For:**

Ron Plamondon  
Leelanau County Department of  
Buildings

**Ship To:**

Ron Plamondon  
Leelanau County Department of  
Buildings

**Bill To:**

Ron Plamondon  
Leelanau County Department of  
Buildings

**Prepared By:**

Shawn Armentrout  
727-754-2688  
sarmentrout@govdirect.com

Sutton Bay MI

Sutton Bay MI

Sutton Bay MI

DUNS: 964651710

CAGE: 650W3

FIN: 27-3368713

All applicable sales tax applies.

Prices are based off of NET 30 cash payment.

Stock is subject to change.

## Products

MFP#	Description	Qty	Price	Ext. Price
EPAYFM-AA-DI	McAfee Gold Software Support - 1 Year - Service - 24 x 7 - Technical - Electronic and Physical Service	175	\$18.45	\$3,228.75
	INTEL SECURITY PUBLIC SECTOR LLC : MFE Endpoint Protection - Adv 1YrGL P+ :Band_D Qty:101-250			

**Products Subtotal** **\$3,228.75**



## CUSTOMER AGREEMENT

This document provides for an agreement between GovDirect, Inc. ("Seller") and the County of Leelanau, a municipal corporation and political subdivision of the State of Michigan ("Customer") as defined by attached schedules included as part of this agreement. These schedules include, but are not limited to the following:

- **Terms and Conditions**
- **Credit Application**

BY ACCEPTING DELIVERY OF THE PRODUCTS, STATEMENT OF WORK OR OTHER GOVDIRECT, INC. DOCUMENTATION TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

### TERMS AND CONDITIONS

**1.0 Governing Law** THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN MICHIGAN, AND CUSTOMER AND SELLER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER AND SELLER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

**2.0 Risk of Loss** If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer. A purchase money security interest is retained in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest, and, if requested, Customer will record such purchase money security interest on its books.

**3.0 Services** Customers may order services (collectively, "Services") from or through Seller from time to time. Certain Services, including, but not limited to, extended warranty service by manufacturers, are sold by Seller as a distributor or sales agent ("Third Party Services").

In the case of Third Party Services, the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer hereby releases Seller and the entities that control, are controlled by, or are under common control with Seller ("Affiliates") from any and all claims arising from or relating to the purchase or provision of any such Third Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, the terms and conditions of this Agreement will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

**4.0 Cooperation** In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. "Required Consents" means consents or approvals required to give Seller, its Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller. Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

**5.0 Access** Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and, to the extent permitted by law and without waiving any governmental immunity, to indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

**6.0 Payment** Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will, to the extent permitted by law and without waiving governmental immunity, indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.

**7.0 Export Sales** If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time but currently includes Cuba, Iran, Sudan, and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

**8.0 Warranties** Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED

AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

**9.0 Pricing Information: Availability Disclaimer** Upon written notice to Customer, Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

**10.0 Credits** Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

**11.0 Limitation of Liability** UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$50,000.00. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, THE LIMITATIONS PLACED ON SELLER'S LIABILITY SHALL NOT APPLY WHERE THE LIABILITY ARISES FROM VIOLATIONS OF FEDERAL OR STATE LAWS, RULES AND REGULATIONS, WILLFUL OR WONTON MISCONDUCT, OR GROSS NEGLIGENCE ON THE PART OF MORPHOTRUST, ITS OFFICERS, EMPLOYEES, OR AGENTS.

**12.0 Limited License** Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Sellers may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). Customer agrees that its right to use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

**13.0 Confidential Information** Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other Party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other Party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other Party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other Party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

**14.0 Return Privileges** Products are non-returnable unless approved in writing by the Seller within 30 days of invoice date. Those approved returns may be subject to a restocking fee.



601 Cleveland Street  
Suite 415  
Clearwater, FL 33755  
Phone: 1-888-TOUGH31  
Fax: (866) 484-0950  
www.govdirect.com

**15.0 Termination** Either party may terminate performance of a Service or a Statement of Work , with or without cause, upon thirty (30) days prior written notice to the other party. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

**16.0 Miscellaneous** Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, with prior written notice to Customer. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

**ACCEPTED AND AGREED:**

**SELLER**

GovDirect, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER**

County of Leelanau

By: \_\_\_\_\_

Name: William J. Bunek

Title: Chairperson, County Board of  
Commissioners

Date: \_\_\_\_\_

APPROVED AS TO FORM  
FOR COUNTY OF LEELANAU  
COHL, STOKER & TOSKEY, P.C.

By: \_\_\_\_\_

Mattis D. Nordfjord



Pricing Proposal  
Quotation #: 13129000  
Created On: 3/13/2017  
Valid Until: 3/31/2017

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**Leelanau County MI**

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**Inside Account Executive**

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**Ron Plamondon**

8527 E. Government Center Drive  
Suttons Bay, MI 49682  
United States  
Phone: (231) 256-8105  
Fax:  
Email: rplamondon@co.leelanau.mi.us

**Jenn Rojek**

Somerset N.J. 08873  
Phone: 732-652-3056  
Fax: 732-564-8078  
Email: Jenn\_Rojek@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 McAfee Gold Business Support - Technical support - for McAfee Endpoint Protection - Advanced Suite - 1 node - GHE - Protect Plus - level D (101-250) - phone consulting - 1 year - 24x7 McAfee - Part#: EPAYFM-AA-DI	175	\$19.00	\$3,325.00
		Total	\$3,325.00

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**Additional Comments**

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Pricing based on Net 30 terms.

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*



Southern Computer Warehouse  
 1395 S. Marietta Parkway | Building 300-106  
 Marietta, GA 30067  
 (P) 877-468-6729  
 (F) 770-579-8937  
 SCW.com

Quote # 100002589 - McAfee Gold Software Support - 1 Year - Service  
 Cust #: A19309 ( Leelanau County MI )  
 Quote Date: Mar 13, 2017

<b>Sold to:</b>	<b>Ship to:</b>
Accounts Payable Leelanau Co Gov Ctr 8527 E Government Cntr Dr Ste 101 Suttons Bay, Michigan, 49682 United States T: 231-256-9824 rplamondon@co.leelanau.mi.us	Accounts Payable Leelanau Co Gov Ctr 8527 E Government Cntr Dr Ste 101 Suttons Bay, Michigan, 49682 United States T: 231-256-9824 rplamondon@co.leelanau.mi.us
<b>Payment Method</b>	<b>Shipping Method:</b>
No Payment Information Required	(Total Shipping Charges \$0.00)

Notes: Grant# - 9470309-NAI.

#	Products	SKU	Price	Qty	Subtotal
1	McAfee Gold Software Support - 1 Year - Service EPAYFM-AA-DI	INT-EPAYFM-AA-DI	\$18.65	175	\$3,263.75

Grant# - 9470309-NAI.

Subtotal: \$3,263.75  
 Tax: \$0.00  
 Grand Total (Incl. Tax): \$3,263.75

Thank you for your order. We value your business and will continue to provide you excellent service in addition to our comprehensive product line. All returns must be authorized and clearly marked with a valid RMA number. Returns are subject to restock fees when applicable.

Katie York  
 katie.york@scw.com  
 Southern Computer Warehouse  
 1395 S. Marietta Parkway | Building 300-106  
 Marietta, GA 30067  
 (P) 877-468-6729  
 (F) 770-579-8937

**EXECUTIVE DOCUMENT SUMMARY**

Name of Department: Sheriffs Office/Jail		Contact Person: T. Roush/M. Borkovich	
Vendor:			
Address:			
City:		State:	Zip Code:
Telephone No.:			
Fax No.:			
Budget Amount:		Contract Amount:	

Source Selection Method	Submittal Dates
<input type="checkbox"/> Bid <input type="checkbox"/> Emergency <input type="checkbox"/> GSA <input type="checkbox"/> MAC Contract <input type="checkbox"/> Negotiated <input type="checkbox"/> Quotation <input type="checkbox"/> State Contract <input checked="" type="checkbox"/> Other Specify: Donation	Executive Committee: Board of Commissioners:

Document Description		
<input type="checkbox"/> 2% Allocation Request	<input type="checkbox"/> Grant Application	<input type="checkbox"/> Professional Service
<input type="checkbox"/> Amendment	<input type="checkbox"/> Lease to Own	<input type="checkbox"/> Renewal
<input type="checkbox"/> Capital Purchase	<input type="checkbox"/> Maintenance	<input type="checkbox"/> Service
<input type="checkbox"/> Equipment Lease	<input checked="" type="checkbox"/> Other	
<input type="checkbox"/> Grant	Specify:	

**Description of Work:** The Suttons Bay Art Committee has graciously given the Leelanau County Inmate Art Project a donation of \$1,500.00. This is the eighth year that the Art Committee has made this donation. This donation will be used to purchase supplies/tools to continue the already successful inmate art program. This program has been ongoing for a few years and has had great results. Deputy Diane Speas has spearheaded this program and has put a lot of her time (including personal time) and effort into making this program successful. Deputy Speas and the program have been featured in 2 national corrections periodicals and has been contacted by other jails in the nation who are interested in starting a similar project.

Suggested motion:

Approve the acceptance of the \$1,500.00 donation from Suttons Bay Art Committee to fund the inmate art project. Funds to be deposited into 213.675.

APPROVALS:

Department Head: \_\_\_\_\_  
Executive Committee Chair: \_\_\_\_\_  
Board: \_\_\_\_\_



Date: 22 June 2007  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_

Executive Document to Dept Head Date \_\_\_\_\_ Copy to Administrator Date: \_\_\_\_\_



**EXECUTIVE DOCUMENT SUMMARY**

Name of Department: Sheriffs Office/Jail		Contact Person: T. Roush/M. Borkovich	
Vendor:			
Address:			
City:	State:	Zip Code:	
Telephone No.:			
Fax No.:			
Budget Amount:		Contract Amount:	

Source Selection Method	Submittal Dates
<input type="checkbox"/> Bid <input type="checkbox"/> Emergency <input type="checkbox"/> GSA <input type="checkbox"/> MAC Contract <input type="checkbox"/> Negotiated <input type="checkbox"/> Quotation <input type="checkbox"/> State Contract <input checked="" type="checkbox"/> Other Specify: Grant	Executive Committee: Board of Commissioners:

Document Description		
<input type="checkbox"/> 2% Allocation Request	<input type="checkbox"/> Grant Application	<input type="checkbox"/> Professional Service
<input type="checkbox"/> Amendment	<input type="checkbox"/> Lease to Own	<input type="checkbox"/> Renewal
<input type="checkbox"/> Capital Purchase	<input type="checkbox"/> Maintenance	<input type="checkbox"/> Service
<input type="checkbox"/> Equipment Lease	<input type="checkbox"/> Other	
<input checked="" type="checkbox"/> Grant	Specify:	

**Description of Work:** In January this year, the BOC approved the submission of an MMRMA RAP Grant (up to \$50,000) to offset the cost of the new security system components in the jail. In mid-March, MMRMA approved this grant request in the amount of \$41,922. These funds will be distributed to the County after the project is complete, and copies of invoices and proof of payment of the invoices is sent to MMRMA

Suggested motion: Approve and accept the RAP Grant from MMRMA for the jail security system upgrade in the amount of \$41,922

**APPROVALS:**

Department Head: _____	Date: <u>22 MAR 2017</u>
Executive Committee Chair: _____	Date: _____
Board: _____	Date: _____

Executive Document to Dept Head Date \_\_\_\_\_ Copy to Administrator Date: \_\_\_\_\_

# EXECUTIVE DOCUMENT SUMMARY

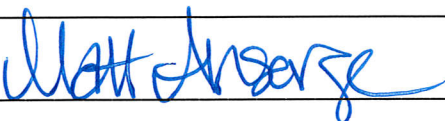
Department: Emergency Management Contact Person: <u>Matt Ansoerge</u> Telephone No.: <u>256-8775</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>04/11/2017</u> <input type="checkbox"/> Regular Session: _____
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<b>Source Selection Method</b>	<b>VENDOR:</b> _____ Address: _____ Phone: _____
<input type="checkbox"/> State Contract <input type="checkbox"/> Other: _____	

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

<input type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>
<p>The Leelanau County Board of Commissioners is currently researching funding mechanisms to support the County Upgrade Project, specifically the transition of our County Emergency Services Communication System to the State 800MHz System. One option that is up for discussion at the April Executive Board meeting concerns imposing a 911 Surcharge.</p> <p>The County Board is authorized to implement a local surcharge, separate from the charges imposed by the State of Michigan, of no more than \$0.42 per line. Anything more than \$0.42 will require a vote of the citizens of Leelanau County, and the possibility of seeking more than \$0.42 is not recommended until 2018 due to financial obligations to the County for a special election.</p>
<p><b>Suggested Recommendation:</b> I recommend to the Board of Commissioners to pass a Resolution to impose a County 911 Surcharge of no more than \$0.42, which will be reported to the State of Michigan in May of 2017 and collections beginning July 1, 2017.</p>

Department Head Approval:  Date: 3/22/17

## **Leelanau County Resolution #2017-XXX Authorizing 9-1-1 Operating Surcharge**

**Whereas**, in order to fund the operations of the Leelanau County 911 Dispatch Center as well as expenditures of the Leelanau County Emergency Services Communication System, the Leelanau County Board of Commissioners (“Board”) is authorized by the Emergency Telephone Service Enabling Act (“Act”), specifically MCL §484.1401b (1) (a), to impose up to \$0.42 per month per communications device that is addressed to a consumer within the County as a county operational surcharge; and

**Whereas**, the Board continues to believe that 911 service and the Leelanau County Emergency Services Communication System will benefit the citizens of Leelanau County; and

**Whereas**, the Act allows for the creation of a county based local 911 surcharge on all communications service providers that can access 911 and provides for the collection, disbursement, use and audit of said funds; and

**Whereas**, under the Act, the County must notify the State of Michigan by May 15<sup>th</sup> of each year of the operational surcharge that will be levied on July 1<sup>st</sup> of that year or no surcharge may be levied by the County at all; and

**Whereas**, the Board determines that the imposition of this surcharge is necessary for the continued, effective operation of Leelanau County’s 911 Dispatch Center especially in light of the upgraded Emergency Services Communication System; and

**Now, Therefore, Be It Resolved** that the Board authorizes beginning on July 1, 2017 and continuing until amended or until the repeal of MCL §484.141 (currently scheduled for December 31, 2021), shall Leelanau County be authorized to assess a monthly surcharge of up to \$0.42 on the monthly billings of landline, wireless and VOIP service suppliers within the geographic boundaries of Leelanau County to be used exclusively for the funding of 911 emergency telephone call answering and dispatch services within Leelanau County, including facilities, infrastructure, equipment and operations;

**Be It Further Resolved** that this Resolution shall augment, supersede, modify or replace any inconsistent prior resolution or motion.

## Leelanau County Vehicles for Sale – [MITN Surplus Auctions](#)



### **Vehicle #1 – 2013 Ford Utility Police Interceptor AWD**

**2013 Ford Police Interceptor AWD,  
VIN #1FM5K8AR4DGC01744 – 115,200 miles.**

**NOTE: A 5% buyer's premium will be added to the final selling price of the vehicle and paid by the purchaser.**

Bids are to be submitted online with the [Michigan Intergovernmental Trade Network Surplus Auction](#). If you are first time user with MITN, please register [here](#).

**Liability:** All vehicles are sold as is, no warranty expressed or implied. The County of Leelanau assumes no liability for inaccurate or erroneous descriptions contained in any material pertaining to the auctioned equipment.

**Inspection of Vehicle:** It is strongly recommended that all interested parties inspect the vehicle thoroughly before an offer to purchase is submitted. Inspection and viewing is available Monday through Friday, 10:00 a.m. to 4:30 p.m., by appointment only: 231-256-8101. Vehicle is located at the Leelanau County Government Center, 8527 E Government Center Dr., Suttons Bay, Michigan.

**Time Limit:** If vehicle is not picked up within five business days upon notice of bid award, the County of Leelanau reserves the right to retain the vehicle and relist the vehicle for auction.

**Payment:** Payment for vehicle must be paid in full at the Leelanau County Treasurer's Office; cash, money order or cashier's check only will be accepted, with a valid picture ID. Applicable sales tax will be charged from the Secretary of State when title is transferred. All vehicles must be titled in the same name as what appears on the bid sheet – no exceptions. If bidder sends an agent to pick up the vehicle, an original NOTARIZED statement from the bidder appointing the individual as his/her agent and authorizing the agent to sign the Certificate of Title as Purchase and agent of the bidder must be presented, along with a valid driver's license in his/her name.

**Certificate of Title:** It is the responsibility of the bidder to advise the County of the name of the purchaser(s), the correct spelling and the correct designation (i.e., Inc., LLC, etc.) on the Certificate of Title by the County. It will be the successful bidder's responsibility to transfer the title with the Michigan Secretary of State's Office. The title will be obtained from the County at time of purchase. The County of Leelanau takes no responsibility if the title is not transferred. Any changes made to the Certificate of Title by the bidder, purchaser(s), and/or agent is the responsibility of the bidder.

**Tax Exemption:** If a governmental entity, school, car dealer or other tax-exempt organization is the successful bidder, a tax exemption form must be provided prior to removing the vehicle.

**Pick Up:** Once payment in full has been made to the County Treasurer, the successful bidder is solely responsible for removal of said vehicle. Vehicle is to be removed at the risk and expense of the purchaser, without County staff participation.

**Questions?** Please direct any questions to [levans@co.leelanau.mi.us](mailto:levans@co.leelanau.mi.us)

## Leelanau County Vehicles for Sale – [MITN Surplus Auctions](#)



### **Vehicle #2 – 2013 Ford Utility Police Interceptor AWD**

**2013 Ford Police Interceptor AWD,  
VIN #1FM5K8AR5DGA09137– 116,500 miles.**

**NOTE: A 5% buyer's premium will be added to the final selling price of the vehicle and paid by the purchaser.**

Bids are to be submitted online with the [Michigan Intergovernmental Trade Network Surplus Auction](#). If you are first time user with MITN, please register [here](#).

**Liability:** All vehicles are sold as is, no warranty expressed or implied. The County of Leelanau assumes no liability for inaccurate or erroneous descriptions contained in any material pertaining to the auctioned equipment.

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# EXECUTIVE DOCUMENT SUMMARY

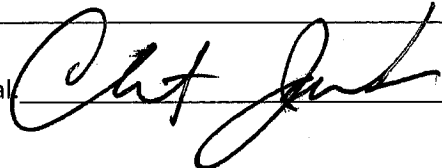
Department: Administration Contact Person: <u>Chet Janik</u> Telephone No.: <u>231-256-8100</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Executive Board:</td> <td><u>04/11/2017</u></td> </tr> <tr> <td><input checked="" type="checkbox"/> Regular Session:</td> <td><u>04/18/2017</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Executive Board:	<u>04/11/2017</u>	<input checked="" type="checkbox"/> Regular Session:	<u>04/18/2017</u>
Submittal Dates							
<input checked="" type="checkbox"/> Executive Board:	<u>04/11/2017</u>						
<input checked="" type="checkbox"/> Regular Session:	<u>04/18/2017</u>						

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

Budgeted Amount: _____	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Grant Application	<input checked="" type="checkbox"/> Other <u>Revision of County Job Descriptions</u>

<input type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>	<p>Many of the job descriptions for the various County Departments have not been revised in 20 years. This is continuation of reviewing and modifying those descriptions as necessary. Department Heads and Elected Officials were tasked with reviewing and marking up suggested changes, which are indicated in red.</p> <p><i>Suggested Recommendation:</i> To recommend to the Board of Commissioners to approve the revisions to the following County job descriptions - Information Technology Director, Chief Deputy Register of Deeds and Deputy Register of Deeds, as presented.</p>
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Department Head Approval:  Date: 04/04/2017

County of Leelanau  
Job Description

## INFORMATION TECHNOLOGY DIRECTOR

Supervised By: County Administrator  
Supervises: Employee assigned to the Information Technology Department and others as identified  
FLSA Status: Exemption item #6 of essential duties and responsibilities

### **General Summary:**

Directs and coordinates local area computer network activities by performing the following functions.

### **Essential Duties and Responsibilities:**

An employee in this position may be called upon to perform any or all of the following essential functions. These examples **do not** include all of the duties which the employee may be expected to perform. ~~To perform this job successfully a~~n individual must be able to perform each essential function satisfactorily.

1. Designs, specifies, configures, installs, and maintains Local Area Network hardware, software, security systems and telecommunications services such as personal computers, system software, software applications, printers, servers, routers, bridges, switches, modems, cabling, phones, door access control, cameras, telephony providers and Internet Service providers.
2. Serves as Webmaster of the County website.
3. Develops and implements policies and procedures related to Network hardware and software acquisition, use, support, security and backup.
4. Establishes and maintains network users, user environment, directories, and security.
5. Trains users on software and equipment usage.
6. Assists in the supervision of staff, and serves as the Coordinator for software application used in multiple departments, i.e., mapping software.
7. Responds to the needs and questions of network users concerning their access to resources on the Network and the operation of various software programs.
8. Develops and communicates standards for use, operations, and security of network, personal computers, and data.
9. Communicates with other departments and agencies to report and resolve software, hardware, and operations problems.
10. Consults with department managers to develop system solutions consistent with organizational objectives.

11. Researches and evaluates new technologies.
12. Negotiates contracts with and coordinates activities of hardware, software, telecommunications, support, and training vendors.
13. Installs and tests software upgrades.
14. Collects and analyzes network and memory utilization.
15. Develops and implements disaster recovery procedures.
16. Consults with management to analyze computer system needs for management information and functional operations, to determine scope and priorities of projects, and to discuss system capacity and equipment acquisitions.
17. Prepares and manages an annual budget.

**Required Knowledge Skills, Abilities and Minimum Qualifications:**

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- Possession of a Bachelor's Degree with a major in Computer science or related field. Equivalent experience in Computer science may be substituted.
- Certification as a Network Engineer.
- Two years' experience in network management.
- A valid vehicle operator's license, with the ability to travel to various locations.
- Basic knowledge of budgeting and general administration.
- Ability to critically assess information, analyzes facts and dates, identify problems and their causes, and make sound decisions.
- Ability to speak publicly and make presentations.
- Ability to establish effective working relationships and use good judgment; initiative and resourcefulness when dealing with representatives of other governmental bodies and agencies, professional associates, County officials and employees, and the public.

**Physical Demands and Work Environment:**

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel and talk or hear. The employee frequently is required



to stand, walk, sit and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, or crawl. The employee may occasionally lift items of light to moderate weight, but may need to lift objects of heavy weight in an emergency situation.

- While performing the duties of this job, the employee is typically in an office/shop setting with routine travel to other departments or locales. The employee may occasionally be exposed to wet and/or humid conditions, moving mechanical parts, fumes, outside weather conditions, extreme cold, extreme heat, and the risk of electrical shock. The noise level in the work environment can range from quiet to very loud.

COUNTY OF LEELANAU  
JOB DESCRIPTION

**CHIEF DEPUTY REGISTER OF DEEDS**

Supervised by: Register of Deeds  
Supervises: All other employees of the Register of Deeds Office as second-in-command  
FLSA: Non-Exempt

**General Summary:**

Under the supervision of the Register of Deeds, assists that official **performing the statutory duties of the office**: recording all property transfers, mortgages, discharges, **and** assignments, certificates of surveys, tax liens and their discharges, rights-of-way easements and numerous other documents pertaining to real estate in Leelanau County. Provides assistance to the general public, banks, title companies and attorneys with related real estate questions, searches and other requests for information. May be assigned to serve in the absence of the Register of Deeds on departmental matters, following well-defined policies and procedures.

Employees must meet the minimum requirements, conditions of employment, and be able to perform successfully all essential duties and responsibilities with or without reasonable accommodations.

**Primary Essential Duties and Responsibilities** *(may include but are not limited to the following)*

- Receives documents such as deeds, mortgages, land contracts, leases, and security agreements **and other documents** that convey or encumber title to real estate or personal property.
- Examines documents for conformance to legal requirements and authenticity **as set by the State of Michigan statutes**. Places proper timing information, numbering sequences, and official signature and seal on each document as required.
- ~~Logs documents on entry book, prepares forms and envelopes, and files documents on microfilmed copies in archives.~~
- May serve as lead worker, assigning and reviewing the work of ~~lower-classified support personnel~~ **the Deputies** within the department.
- Trains new and existing employees as needed. **Keeps Deputies informed of new laws or changes in policies and procedures.**
- **Supervises, reviews and verifies work done by other Deputies for accuracy and compliance with policies, procedures and statutes.**
- **Enters all information required into the computer with complete accuracy on a daily basis for later retrieval.**

- ~~Cross indexes registered documents for later retrieval.~~
- Performs the more difficult legal, real estate and genealogical searches to assist the public at the counter, by mail, by email or over the phone with questions pertaining to real estate property descriptions, easements, genealogical searches and many other related recorded documents.
- ~~Supplies information and copies of records upon request.~~
- Assists customers by making copies of records, faxing and emailing information and conducting various real estate and genealogical searches upon requests.
- ~~Operates microfilm camera, printers, readers and copiers, and other office equipment.~~ Operates a variety of office equipment such as computers, printers, fax machine, microfilm reader, scanner, copier and postage meter. Performs cleaning and minor maintenance as required.
- Perform various clerical functions such as typing forms, index cards, correspondence, envelopes and statements and compiles information for various reports. Processes statements and mails or emails monthly reports and statements for payment due.
- ~~Performs cleaning and minor maintenance as required.~~
- Applies knowledge of real estate descriptions when searching titles, reviewing property descriptions on tax maps and ~~or~~ when checking deeds and documents.
- Collects fees, makes changes and issues receipt for appropriate fee on each document received, ~~or~~ copies made or on-line services.; Maintains the required accounting records and prepares periodic reports to go to the County Treasurer.
- Copy images and reports to cd's and mail for microfilming and offsite storage.
- Posting and verifying images and updating website.
- Functions as a passport accepting agent. Verifies information on applications, checks supporting documents for compliance with guidelines, administers oaths, collects fees, issues transmittals and sends to federal agencies.
- Performs the duties of the Register of Deeds and other personnel as workload, temporary absences, or emergencies dictate.
- Performs various other duties or projects as assigned.

## **Education, Formal Training, and Experience Employment Qualifications** (*minimum requirements*)

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualification necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- Possession of a high school diploma or the equivalent **supplemented by vocational or specialized training in the interpretation of property descriptions.** ~~with courses taken in typing, computer operation/word processing, accounting, office machines, or related subjects.~~
- A minimum of ~~three~~ **four** years of clerical experience which involved extensive record keeping and office procedure activities and ~~/or extensive knowledge of property descriptions~~ **employment in a Register of Deeds office.**
- A six-month orientation period.

## **Knowledge, Skills, Abilities, Competencies** (*minimum requirements*)

- Proficiency in English grammar, spelling, punctuation and simple mathematical functions such as addition, subtraction, multiplication, division, percentages, etc.
- Extensive knowledge of property descriptions.
- Thorough knowledge of recording requirements, statutes, restrictions and exemptions with regard to property and titles.
- Notary Public Certification.
- Thorough knowledge of County Services, organizational structure and general operations to effectively direct and assist the public.
- Skill in accurately compiling and evaluating data and information and preparing complete records and reports.
- Ability to maintain complete records and follow document retention systems.
- Ability to coordinate multiple tasks and maintain attention to detail.
- Ability to work with effectively and efficiently with other staff members, keeping open a professional line of communication.
- Ability to establish effective working relationships and use good judgement, initiative and resourcefulness when dealing with the public, title companies, county officials or other agencies and employees is expected.
- Ability to maintain attention to detail, establish priorities and work independently.
- Ability to assess situations, problem solve and work effectively under stress, with priorities constantly changing.
- Ability to apply and follow directions, rules, regulations and correct administrative practices, procedures and county policies.
- Ability to effectively communicate, comprehend, process and apply both verbal and written skills appropriate to the job.
- Ability to critically assess situations, problem-solve, work effectively under stress, within deadlines and changes in work priorities.

- Ability to oversee accurate and complete records and maintain the confidentiality of information.
- Ability to coordinate, lead and direct the work of others.
- Ability to instruct and supervise employees.
- Ability to function as Register of Deeds in the incumbent's absence.

**Physical Demands and Work Environment:**

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential duties of the job.

While performing the duties of this job, the employee is regularly required to communicate with others in person, email or on the phone. The employee must write and read written and computerized documents, handle money and file documents as needed. The employee must be able to lift and/or move objects of medium weight, 30 pounds average. The employee is required to sit or stand for long periods with entering or reviewing information in the computer and microfilm.

While performing the duties of this job, the employee regularly works in a business office. The noise level in the work environment is usually quiet to moderate but can get loud.

The work environment is a professional government office and the employee shall dress accordingly.

COUNTY OF LEELANAU  
JOB DESCRIPTION

**DEPUTY REGISTER OF DEEDS**

Supervised by: Register of Deeds **and the Chief Deputy**  
FLSA: Non-Exempt

**General Summary:**

Under the supervision of the Register of Deeds and the **Chief Deputy. Assists in those officials performing the statutory duties of the office.** Assists in recording property transfers, mortgages, liens, surveys, mortgage discharges, easements, plats, etc. Receives, examines, indexes and files records and documents pertaining to ownership and location of real estate in Leelanau County. Assists the general public and businesses with a variety of requests and inquiries. May represent the Register of Deeds Office, temporarily, on matters of defined policy and procedure, as assigned.

Employees must meet the minimum requirements, conditions of employment, and be able to perform successfully all essential duties and responsibilities with or without reasonable accommodations.

**Primary Essential Duties and Responsibilities** *(may include but are not limited to the following)*

- Assists in receiving documents such as deeds, mortgages, land contracts, leases, ~~and~~ security agreements **and other documents** that convey or encumber title to real estate or personal property.
- Assists in examining documents for conformance to legal requirements and authenticity **as set by the State of Michigan statutes.** Places proper time information, numbering sequences, and official signature and seal on each document as required.
- ~~• Assists in logging documents on entry book, prepares forms and envelopes, and files documents on microfilmed copies in achieves.~~
- Assists in collecting **fees, make change** and issue receipts for appropriate fee on each document received, copies made, **on-line services, etc.** Maintains the required accounting records and prepares periodic reports to **go to** the County Treasurer.
- Prepares ~~numerous~~ copies of the various recorded documents for the general public, title companies, ~~and the~~ Equalization Department, **Township Assessors and other requesting departments. Notifies requesting county departments or recorded documents of interest.**
- **Applies knowledge of real estate property descriptions when searching, reviewing property descriptions on tax maps and when checking deeds and documents.**
- ~~• Operates a microfilm camera to record every document on a regular basis. Sends film out for developing, proofs and files film when returned.~~
- ~~• Cross indexes registered documents for later retrieval.~~

- Enters all information required into the computer with complete accuracy on a daily basis for later retrieval.
- ~~Answers a variety of telephone inquiries and assists customers over the counter by making copies of records, faxing information and conducting various searches in records.~~
- Provides customer assistance at the counter, by mail, by email or over the phone with questions pertaining to real estate property descriptions, easements, genealogical searches and many other related recorded documents. Makes copies of records, faxing and emailing information upon request.
- Scan documents and verify the images.
- Redacting confidential numbers and the ability to identify them on various recorded documents.
- Performs various clerical functions such as filing, typing forms, index cards, correspondence, envelopes and statements and compiles information for various reports. ~~and letter and operating office equipment, as needed.~~
- Operates a variety of office equipment such as computers, printers, fax machine, microfilm reader, scanner, copier and postage meter. Performs cleaning and minor maintenance as required.
- Functions as a passport accepting agent. Verifies information on applications, check supporting documents for compliance with guidelines, administers oaths, collects fees, issues transmittals and sends to federal agencies.
- Assist with training new employees and can help review and verify work done by other deputies.
- Performs the duties of other personnel as workloads, absences and emergencies dictate.
- ~~Other Register of temporary absences Deed's office or emergencies.~~
- Performs various other duties or projects as assigned.

**Education, Formal Training, and Experience Employment Qualifications** (minimum requirements)

- Possession of a high school diploma or its equivalent, with courses taken in typing, computer operation/word processing, account keeping and office procedures.
- A minimum of two years of clerical experience which involved record keeping and office procedure activities, preferably in a real estate setting.
- Six month orientation period.

### **Knowledge, Skills, Abilities, Competencies** *(minimum requirements)*

- Proficiency in English grammar, spelling, punctuation and simple mathematical functions such as addition, subtraction, multiplication, division, percentages, etc.
- Knowledge of property descriptions.
- Thorough knowledge of recording requirements and statutes.
- Notary Public Certification
- Thorough knowledge of County Services, organizational structure and general operations to effectively direct and assist the public.
- Skill in accurately compiling and evaluating data and information and preparing complete records and document retention systems.
- Ability to coordinate multiple tasks and maintain attention to detail.
- Ability to work effectively and efficiently with other staff members, keeping a professional line of communication open.
- Ability to establish effective working relationships, use good judgement, initiative and resourcefulness when dealing with the public, title companies, county officials or other agencies.
- Ability to maintain attention to detail, establish priorities and work independently.
- Ability to complete mathematical computations quickly and accurately.
- Skill in operating standard office equipment, including a computer, and various office, financial, tax and recording software programs.
- Ability to assess situations, problem solve and work effectively under stress, with priorities constantly changing.
- Ability to apply and follow rules, regulations and correct administrative practices, procedures and county policies.
- Ability to comprehend, process and apply both verbal and written skills appropriate to the job.
- Ability to maintain the confidentiality of information.

### **Physical Demands and Work Environment:**

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential duties of the job.

While performing the duties of this job, the employee is regularly required to communicate with others in person, by email or on the phone. The employee must write and read written and computerized documents, handle money and file documents as needed. The employee must be able to lift and/or move objects of medium weight, 30 pounds average. The employee is required to sit or stand for long periods with entering or reviewing information in the computer and on microfilm.

While performing the duties of this job, the employee regularly works in a business office. The noise level in the work environment is usually quiet to moderate but can get loud.

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