



ADMINISTRATION / PERSONNEL COMMITTEE

420 N Front St.

Suttons Bay, MI 49682

Wednesday, August 3, 2022 at 8:10 am

There will also be a Zoom link (which can be found on our website at [www.suttonsbayvillage.org](http://www.suttonsbayvillage.org)) for those members of the public wishing to participate via remote attendance.

**AGENDA**

Call to Order

1. Reports (staff)
  - a. Treasurer Report
2. Public Comments  
Please limit remarks to no more than three (3) minutes or less.
3. Committee Business
  - a. VSB Report 2022-45 Law Enforcement Contract
  - b. VSB Report 2022-46 Manager's Report
4. Status Update – Other Committees
  - a. VSB Report 2022-43 Boat Launch Changes
  - b. VSB Report 2022-44 Street Light Procedures
5. Public Comments/Written Communication
6. Committee Member Comments
7. Announcements
8. Adjournment

PERIOD ENDING 06/30/2022

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	YTD BALANCE 06/30/2022	AVAILABLE BALANCE	% BDGT USED
<b>Fund 101 - General Fund</b>					
<b>Revenues</b>					
101-000-402.000	Current Property Taxes	726,000.00	0.00	726,000.00	0.00
101-000-404.000	Leased Land Tax Revenue	4,000.00	0.00	4,000.00	0.00
101-000-410.000	Personal Property Tax Revenue	16,000.00	0.00	16,000.00	0.00
101-000-476.000	Permits and Fees	5,000.00	7,925.00	(2,925.00)	158.50
101-000-566.000	Grant Revenue	1,250.00	1,250.00	0.00	100.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION	3,300.00	1,282.49	2,017.51	38.86
101-000-574.000	State Shared Revenue	55,000.00	20,838.00	34,162.00	37.89
101-000-577.000	State Revenue-Liquor	3,000.00	82.50	2,917.50	2.75
101-000-632.000	Bahle Park Rental	1,500.00	900.00	600.00	60.00
101-000-633.100	Motor Vehicle Leases	108,975.00	0.00	108,975.00	0.00
101-000-665.000	Interest Earnings	1,000.00	794.72	205.28	79.47
101-000-695.000	Miscellaneous Income	0.00	4,709.01	(4,709.01)	100.00
<b>TOTAL REVENUES</b>		<b>925,025.00</b>	<b>37,781.72</b>	<b>887,243.28</b>	<b>4.08</b>
<b>Expenditures</b>					
101	Village Council	26,080.00	5,845.58	20,234.42	22.41
171	Village Manager	39,185.00	16,595.40	22,589.60	42.35
215	Village Clerk	11,770.00	5,259.30	6,510.70	44.68
253	Treasurer	24,615.00	9,662.93	14,952.07	39.26
265	Village Hall	50,916.00	20,797.21	30,118.79	40.85
345	Police	88,875.00	19,288.18	69,586.82	21.70
441	Public Works	100,825.00	27,739.53	73,085.47	27.51
443	Motor Pool Department	102,725.00	41,395.32	61,329.68	40.30
448	Streetlighting	14,500.00	5,908.31	8,591.69	40.75
701	Zoning & Planning	76,025.00	21,083.52	54,941.48	27.73
751	Parks & Recreation	154,875.00	42,069.72	112,805.28	27.16
999	Transfers to Other Funds	310,100.00	0.00	310,100.00	0.00
<b>TOTAL EXPENDITURES</b>		<b>1,000,491.00</b>	<b>215,645.00</b>	<b>784,846.00</b>	<b>21.55</b>
<b>Fund 101 - General Fund:</b>					
<b>TOTAL REVENUES</b>		<b>925,025.00</b>	<b>37,781.72</b>	<b>887,243.28</b>	<b>4.08</b>
<b>TOTAL EXPENDITURES</b>		<b>1,000,491.00</b>	<b>215,645.00</b>	<b>784,846.00</b>	<b>21.55</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>(75,466.00)</b>	<b>(177,863.28)</b>	<b>102,397.28</b>	<b>235.69</b>
<b>Fund 202 - Major Street</b>					
<b>Revenues</b>					
202-000-528.000	FEDERAL GRANT REVENUE	32,000.00	32,524.59	(524.59)	101.64
202-000-574.000	State Shared Revenue	82,000.00	45,881.77	36,118.23	55.95
202-000-665.000	Interest Earnings	500.00	195.40	304.60	39.08
202-000-691.000	Contributions - Other Funds	90,000.00	0.00	90,000.00	0.00
202-000-692.000	Contrib fr Gov Units - County	32,500.00	37,464.42	(4,964.42)	115.28
<b>TOTAL REVENUES</b>		<b>237,000.00</b>	<b>116,066.18</b>	<b>120,933.82</b>	<b>48.97</b>
<b>Expenditures</b>					
000		233,370.00	37,554.51	195,815.49	16.09
<b>TOTAL EXPENDITURES</b>		<b>233,370.00</b>	<b>37,554.51</b>	<b>195,815.49</b>	<b>16.09</b>
<b>Fund 202 - Major Street:</b>					
<b>TOTAL REVENUES</b>		<b>237,000.00</b>	<b>116,066.18</b>	<b>120,933.82</b>	<b>48.97</b>
<b>TOTAL EXPENDITURES</b>		<b>233,370.00</b>	<b>37,554.51</b>	<b>195,815.49</b>	<b>16.09</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>3,630.00</b>	<b>78,511.67</b>	<b>(74,881.67)</b>	<b>2,162.86</b>
<b>Fund 203 - Local Street Fund</b>					
<b>Revenues</b>					
203-000-574.000	State Shared Revenue	48,000.00	35,838.06	12,161.94	74.66
203-000-665.000	Interest Earnings	100.00	70.60	29.40	70.60
203-000-691.000	Contributions - Other Funds	80,000.00	0.00	80,000.00	0.00
203-000-695.000	Miscellaneous Income	0.00	3,610.23	(3,610.23)	100.00
<b>TOTAL REVENUES</b>		<b>128,100.00</b>	<b>39,518.89</b>	<b>88,581.11</b>	<b>30.85</b>
<b>Expenditures</b>					
000		195,315.00	39,298.19	156,016.81	20.12


User: LORRIE

DB: Suttons Bay

PERIOD ENDING 06/30/2022

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	YTD BALANCE 06/30/2022	AVAILABLE BALANCE	% BDGT USED
Fund 203 - Local Street Fund					
Expenditures					
TOTAL EXPENDITURES		195,315.00	39,298.19	156,016.81	20.12
Fund 203 - Local Street Fund:					
TOTAL REVENUES		128,100.00	39,518.89	88,581.11	30.85
TOTAL EXPENDITURES		195,315.00	39,298.19	156,016.81	20.12
NET OF REVENUES & EXPENDITURES		(67,215.00)	220.70	(67,435.70)	0.33
Fund 248 - DDA Fund					
Revenues					
248-000-403.000	CAPTURED TAX REVENUE	14,000.00	0.00	14,000.00	0.00
248-000-665.000	Interest Earnings	5.00	24.98	(19.98)	499.60
248-000-695.000	MISCELLANEOUS INCOME	0.00	350.89	(350.89)	100.00
TOTAL REVENUES		14,005.00	375.87	13,629.13	2.68
Expenditures					
000		7,715.00	2,014.72	5,700.28	26.11
TOTAL EXPENDITURES		7,715.00	2,014.72	5,700.28	26.11
Fund 248 - DDA Fund:					
TOTAL REVENUES		14,005.00	375.87	13,629.13	2.68
TOTAL EXPENDITURES		7,715.00	2,014.72	5,700.28	26.11
NET OF REVENUES & EXPENDITURES		6,290.00	(1,638.85)	7,928.85	26.05
Fund 402 - Property Replacement Fund					
Revenues					
402-000-665.000	Interest Earnings	150.00	288.02	(138.02)	192.01
402-000-691.000	Contributions - Other Funds	176,050.00	0.00	176,050.00	0.00
TOTAL REVENUES		176,200.00	288.02	175,911.98	0.16
Expenditures					
000		60,000.00	49,515.00	10,485.00	82.53
TOTAL EXPENDITURES		60,000.00	49,515.00	10,485.00	82.53
Fund 402 - Property Replacement Fund:					
TOTAL REVENUES		176,200.00	288.02	175,911.98	0.16
TOTAL EXPENDITURES		60,000.00	49,515.00	10,485.00	82.53
NET OF REVENUES & EXPENDITURES		116,200.00	(49,226.98)	165,426.98	42.36
Fund 590 - Sewer Fund					
Revenues					
590-000-476.000	Permits and Fees	5,500.00	0.00	5,500.00	0.00
590-000-566.000	Grant Revenue	1,250.00	1,250.00	0.00	100.00
590-000-600.000	Charge for Services	140,000.00	64,068.74	75,931.26	45.76
590-000-628.000	RTS Fees	113,800.00	57,974.74	55,825.26	50.94
590-000-629.000	Waste Hauler Fees	92,000.00	64,301.65	27,698.35	69.89
590-000-630.000	Capital Charge	163,000.00	82,625.96	80,374.04	50.69
590-000-659.000	Penalties	1,300.00	1,720.77	(420.77)	132.37
590-000-665.000	Interest Earnings	1,750.00	655.02	1,094.98	37.43
590-000-691.600	Contributions -Fr GF - Parks	10,000.00	0.00	10,000.00	0.00
590-000-691.800	Contributions -Fr Marina Fund	10,000.00	0.00	10,000.00	0.00
590-000-691.900	Contrib - GF - Public Works	5,000.00	0.00	5,000.00	0.00
TOTAL REVENUES		543,600.00	272,596.88	271,003.12	50.15
Expenditures					
537	Sewer Fund - Collection	265,860.00	79,776.68	186,083.32	30.01
538	Sewer - Plant	559,737.00	125,553.48	434,183.52	22.43
TOTAL EXPENDITURES		825,597.00	205,330.16	620,266.84	24.87

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	YTD BALANCE 06/30/2022	AVAILABLE BALANCE	% BDGT USED
Fund 590 - Sewer Fund					
Fund 590 - Sewer Fund:					
TOTAL REVENUES		543,600.00	272,596.88	271,003.12	50.15
TOTAL EXPENDITURES		825,597.00	205,330.16	620,266.84	24.87
NET OF REVENUES & EXPENDITURES		(281,997.00)	67,266.72	(349,263.72)	23.85
Fund 591 - Water Fund					
Revenues					
591-000-476.000	Permits and Fees	500.00	4,151.12	(3,651.12)	830.22
591-000-600.000	Charge for Services	76,000.00	30,665.66	45,334.34	40.35
591-000-628.000	RTS Fees	62,000.00	32,281.65	29,718.35	52.07
591-000-630.000	Capital Charge	55,000.00	27,994.02	27,005.98	50.90
591-000-633.000	Hydrant Rental	25,000.00	0.00	25,000.00	0.00
591-000-659.000	Penalties	600.00	618.01	(18.01)	103.00
591-000-665.000	Interest Earnings	120.00	321.00	(201.00)	267.50
591-000-691.600	Contributions -Fr GF - Parks	5,000.00	0.00	5,000.00	0.00
591-000-691.800	Contributions -Fr Marina Fund	5,000.00	0.00	5,000.00	0.00
591-000-691.900	Contrib - GF - Public Works	1,800.00	0.00	1,800.00	0.00
TOTAL REVENUES		231,020.00	96,031.46	134,988.54	41.57
Expenditures					
000		303,850.00	90,263.46	213,586.54	29.71
TOTAL EXPENDITURES		303,850.00	90,263.46	213,586.54	29.71
Fund 591 - Water Fund:					
TOTAL REVENUES		231,020.00	96,031.46	134,988.54	41.57
TOTAL EXPENDITURES		303,850.00	90,263.46	213,586.54	29.71
NET OF REVENUES & EXPENDITURES		(72,830.00)	5,768.00	(78,598.00)	7.92
Fund 594 - Marina Fund					
Revenues					
594-000-631.000	Pump outs	3,200.00	430.00	2,770.00	13.44
594-000-642.000	Gas Sales	140,000.00	30,560.34	109,439.66	21.83
594-000-642.100	Gas Sales - Tax Exempt	1,500.00	194.43	1,305.57	12.96
594-000-646.000	Sale of Ice	1,500.00	252.00	1,248.00	16.80
594-000-648.000	Launch Fees	0.00	584.00	(584.00)	100.00
594-000-648.100	Annual Launch Pass	0.00	300.00	(300.00)	100.00
594-000-649.000	Waiting List	2,400.00	2,820.00	(420.00)	117.50
594-000-653.000	Transient Fees	95,000.00	34,245.50	60,754.50	36.05
594-000-653.100	Marina Day Use	2,000.00	305.00	1,695.00	15.25
594-000-654.000	Slip Fees	280,000.00	300,929.00	(20,929.00)	107.47
594-000-659.000	Penalties	0.00	221.20	(221.20)	100.00
594-000-665.000	Interest Earnings	200.00	955.76	(755.76)	477.88
594-000-695.000	Miscellaneous Income	0.00	579.46	(579.46)	100.00
TOTAL REVENUES		525,800.00	372,376.69	153,423.31	70.82
Expenditures					
000		696,150.00	181,916.86	514,233.14	26.13
TOTAL EXPENDITURES		696,150.00	181,916.86	514,233.14	26.13
Fund 594 - Marina Fund:					
TOTAL REVENUES		525,800.00	372,376.69	153,423.31	70.82
TOTAL EXPENDITURES		696,150.00	181,916.86	514,233.14	26.13
NET OF REVENUES & EXPENDITURES		(170,350.00)	190,459.83	(360,809.83)	111.81
TOTAL REVENUES - ALL FUNDS					
TOTAL EXPENDITURES - ALL FUNDS					
NET OF REVENUES & EXPENDITURES					
TOTAL REVENUES - ALL FUNDS		2,780,750.00	935,035.71	1,845,714.29	33.63
TOTAL EXPENDITURES - ALL FUNDS		3,322,488.00	821,537.90	2,500,950.10	24.73
NET OF REVENUES & EXPENDITURES		(541,738.00)	113,497.81	(655,235.81)	20.95

		<b>VILLAGE OF SUTTONS BAY</b> <b>REPORT VSB -2022-45</b>	
Prepared:	July 27, 2022	Pages:	1 of 1
Meeting:	August 1, 2022	Attachments:	<input checked="" type="checkbox"/>
Subject:	Law Enforcement Contract		

**PURPOSE**

To discuss a multi-year law enforcement contract extension.

**OVERVIEW**

As you are aware, contract negotiations and agreements that come before the Village are under my purview. Over the past 3-years, the law enforcement contract was extended by 1-year intervals, rather than the typical 3 to 5-year interval in order to adjust the contract, build trust, and improve relationships.

The overall experience, including communication and attentiveness to concerns have improved since 2019. Therefore, I am considering a multi-year contract extension. Being that a multi-year contract will extend beyond the Managers contract, I feel it is important that any concerns and equally important preferences, be voiced now.

Past preferences included having a larger presence downtown, less time being spent at the school (due to a lack of cost sharing), continuing with a 5-day work week, among other requests. It is my understanding that improvements to those concerns have occurred, nonetheless, if further improvement is necessary or there are other concerns, they should be voiced.

**ACTION REQUESTED**

Discussion.

## AGREEMENT FOR LAW ENFORCEMENT SERVICES

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

### **W I T N E S S E T H:**

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

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

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

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

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

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

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

The IRS Standard Mileage Rate for business miles (currently \$.61.5 per mile driven) and the cost for routine maintenance and repair of the motor vehicle(s) while assigned to duty in the Village.

The County agrees to have a GPS unit, supplied and installed by the Village, on the vehicle assigned to the Village for the purpose of logging the number of miles driven for Village business. The GPS “net” or “zone” shall include the Sheriff’s Office location and route to and from there and the Village. No Cost of this GPS unit or the monitoring of will be incurred by the County.

The sum due the County for costs provided for herein shall be paid within 30 days of the date of invoice. All payments shall be made payable to the COUNTY OF LEELANAU and submitted to the Leelanau County Administrator’s Office.

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

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

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

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

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

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

The sum due the County during each year covered by this Agreement shall be paid in quarterly installments, due at the end of each quarter, with payments to be made by no later than the 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.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

Notwithstanding any other provisions in this Agreement to the contrary, either the County or the Village may, with or without cause, terminate this Agreement at any time upon ninety (90) days prior written notice to the other party. In the event this Agreement is prematurely terminated, the Village shall pay the County, as set forth in Section 7, the total sum due for services performed by the Deputy Sheriff(s) assigned to the Village up to the effective date of termination.

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

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

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

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

**COUNTY OF LEELANAU**


**VILLAGE OF SUTTONS BAY**

By: \_\_\_\_\_  
Ty Wessell, Chairperson      Date  
County Board of Commissioners

By: \_\_\_\_\_  
Rob Larrea      Date  
Village Manager

**LEELANAU COUNTY SHERIFF**

By: \_\_\_\_\_  
Mike Borkovich, Sheriff      Date

		<b>VILLAGE OF SUTTONS BAY</b>	
		<b>REPORT VSB -2022-46</b>	
Prepared:	July 27, 2022	Pages:	1 of 1
Meeting:	August Committee Mtgs	Attachments:	<input type="checkbox"/>
Subject:	Manager Update		

**SHORT TERM RENTAL ORDINANCE**

A **study** on the Short Term Rental Ordinance is underway. Those who have expressed interest in passing to add another committee to their schedule were Roger, Colleen and Debra. Should these council members still be available to help work through the challenges and guide Staff appropriately, I would ask that a STR group be formed.

**MARINA BEACH TREE REMOVAL**

We lost two willow trees last week due to age and condition. One tree fell due to old age and destroyed the roots from the "sister tree." When the sister tree was removed it was clear that it was in far worst condition than the fallen tree. Both showed significant and somewhat disturbing rot in their trunks which is likely a condition the rest are experiencing. The arborist who made two visits during this time period has suggested planting maples rather than willows.

**WATERWHEEL PARK**

A **scan** of the waterwheel and an aerial topographic map are underway. A drone was used to accurately obtain elevations so temporary stream re-routing can be evaluated.

The rocks for a new rock circle have been purchased and will be installed at **Waterwheel Park** in the coming weeks. The circle is intended to be used for poetry and book readings, playing instruments, group painting, cultural learning etc.

**WATERWHEEL WEDGE PARK**

Flat rocks have been purchased and will be placed along the stream for those wanting to enjoy a seat **along the creek**. Installation will occur in the coming weeks.

**SIDEWALKS**

The DPW crew, along with a rented piece of equipment have removed approximately 1,200 feet of sidewalk along Lincoln/West Street. We are now moving forward with both **phase 1 & phase 2** of the project with the hope of finishing the project in 2023.