

GRAND TRAVERSE COUNTY BOARD OF COMMISSIONERS

Wednesday, December 5, 2018 @ 5:30 p.m.

Governmental Center, 2nd Floor Commission Chambers

400 Boardman, Traverse City, MI 49684

General Meeting Policies:

- ❖ Please turn off all cell phones or switch them to silent mode.
- ❖ Any person may make a video, audio or other record of this meeting. Standing equipment, cords, or portable microphones must be located so as not to block audience view.

If you need auxiliary aid assistance, contact 231-922-4760.

CALL TO ORDER:

1. OPENING CEREMONIES OR EXERCISES

(Pledge of Allegiance)

2. ROLL CALL

3. APPROVAL OF MINUTES

(Reading aloud is waived as long as the Board has been furnished a copy in the packet prior to the meeting)

- a. Minutes of November 21, 2018 (Regular Meeting)..... 3

4. FIRST PUBLIC COMMENT

Any person shall be permitted to address a meeting of the Board of Commissioners which is required to be open to the public under the provision of the Michigan Open Meetings Act. Public Comment shall be carried out in accordance with the following Board Rules and Procedures:

Any person wishing to address the Board shall state his or her name and address.

No person shall be allowed to speak more than once on the same matter, excluding time needed to answer Commissioners' questions, if any. The Chairperson shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes. The Chairperson may, at his or her discretion, extend the amount of time any person is allowed to speak.

Public comment will be solicited during the two public comment periods noted in Rule 5.4, Order of Business. However, public comment will generally be received at any time during the meeting regarding a specific topic currently under discussion by the board. Members of the public wishing to comment should raise their hand or pass a note to the clerk in order to be recognized, and shall not address the board until called upon by the chairperson. Please be respectful and refrain from personal or political attacks.

5. APPROVAL OF AGENDA

6. CONSENT CALENDAR:

The purpose of the Consent Calendar is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission, staff or the public may ask that any item on the Consent Calendar be removed and placed elsewhere on the agenda for full discussion. Such requests will be automatically respected.

If any item is not removed from the consent calendar, the action noted (receive & file or approval) is approved by a single Commission action adopting the consent calendar.

All Information identified on the Consent Calendar can be viewed in it's entirety at www.grandtraverse.org.

a. Receive:

- 1) Northern Lakes Community Mental Health minutes of October 18, 2018 9
- 2) Northwestern Regional Airport Commission minutes of October 30, 2018..... 13
- 3) Monthly Road Commission Report 19
- 4) Order on Motion for Summary Disposition (Matter of Edwin Martel et al) 21

b.	Approvals:	
1)	Agreement for Michigan State University Extension Services	31
2)	Land Bank - Approval of Amended By-laws and Appointment of James Baker	38
3)	Amended Resolution #194-2018	39
c.	Action:	
7.	SPECIAL ORDERS OF BUSINESS:	
	Presentation of Certificate of Appreciation – Jim Cook	
8.	ITEMS REMOVED FROM CONSENT CALENDAR	
9.	DEPARTMENTAL ITEMS:	
a.	Central Dispatch:	
1)	Tyler Technologies Public Safety Software	41
b.	Drain Commission:	
1)	Cass Road Drain Advance – Miller Creek Property Purchase	53
c.	FINANCE:	
1)	2019 Vehicle Purchases	57
a)	Vehicle Bid Summary – Facilities	59
b)	2019 Dodge Charger Purchases – GTSO	70
d.	FACILITIES:	
1)	Hall of Justice Boiler Request.....	71
e.	GTSO:	
1)	Purchase of DJI Matrice 210 Unmanned Aerial System & Sensor	80
2)	Purchase of Trunarc Handheld Narcotics Analyzer	82
f.	Construction Code/IT:	
1)	Recommendation of Vendor for Construction Code Software	98
g.	Administration:	
1)	Pugsley Redevelopment Agreement – Purchase of the Gun Range	101
10.	OLD/UNFINISHED BUSINESS:	
11.	NEW BUSINESS:	
12.	SECOND PUBLIC COMMENT (Refer to Rules under Public Comment/Input above.)	
13.	COMMISSIONER/DEPARTMENT REPORTS:	
14.	NOTICES:	
	Current Job Openings	
15.	CLOSED SESSION:	
a.	To consider strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement as permitted under MCL 15.268(c).	
16.	ADJOURNMENT	

GRAND TRAVERSE COUNTY
BOARD OF COMMISSIONERS

Regular Meeting
November 21, 2018

Chairwoman Crawford called the meeting to order at 5:30 p.m. at the Governmental Center.

OPENING CEREMONIES OR EXERCISES

The Pledge of Allegiance to the Flag of the United States of America was recited.

PRESENT: Bob Johnson, Ron Clous, Addison Wheelock, Jr., Cheryl Gore Follette, Tom Mair
Dan Lathrop, and Carol Crawford

APPROVAL OF MINUTES

Minutes of November 7, 2018 – Regular Meeting

Moved by Wheelock, seconded by Mair to approve the minutes as presented. Motion carried.

PUBLIC COMMENT

Branson MacMaster spoke about the jail.

APPROVAL OF AGENDA

Add: Wage and Benefit Resolution for non-contract and elected officials under New Business.

Add: Steering Committee appointments to discuss a possible regional forensic pathology facility.

Moved by Johnson seconded by Clous to approve the agenda with the above additions.
Motion carried.

CONSENT CALENDAR

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A. RECEIVE AND FILE

1. Conservation District October Report
2. Conservation District minutes of September 17, 2018

3. Northwestern Regional Airport commission minutes of September 25, 2018 (special and regular)
4. 3rd Quarter Treasurer's Report

B. APPROVALS

1. Resolution 191-2018
Community Corrections
MDOC FY 2019 Grant Contract and
Approval of Contracts with Service Providers
2. Resolution 192-2018
Finance
October 2018 Claims
3. Resolution 193-2018
Finance
Budget Amendments
4. Approval to Submit Grant Applications for 2% Funding from Grand Traverse Band.
Removed from calendar.

ACTION ON THE CONSENT CALENDAR

After the County Clerk read the Consent Calendar for the record, the following item was removed:

b-4 Page 75 By Wheelock

Moved by Mair, seconded by Johnson to approve the Consent Calendar minus item b-4.
Motion carried.

SPECIAL ORDERS OF BUSINESS

None

ITEMS REMOVED FROM CONSENT CALENDAR

b-4 - Approval to Submit Grant Applications for 2% Funding from Grand Traverse Band.

Resolution 194-2018
Administration
Grand Traverse Band of Ottawa & Chippewa Indians
Approval to Submit Grant Applications
For Grand Traverse Band 2% Funding

Moved by Clous, seconded by Lathrop to approve Resolution 194-2018.
Roll Call Vote: Yes 6, No 1
Nay: Wheelock

DEPARTMENT ACTION ITEMS

a. Equalization

- 1) Amended Apportionment Report
Jim Baker, Equalization Director, was available to answer questions.

Resolution 195-2018
Equalization
Amended Apportionment Report

Moved by Wheelock, seconded by Johnson to approve Resolution 195-2018.
Roll Call Vote: Yes 7

b. Administration – Boards & Committees

- 1) Recommended Appointments
Chairwoman Crawford read the list of appointments to the various boards and committees.

Resolution 196-2018
Boards & Committees
Appointments
BATA, Building Authority,
Building Codes Appeals Board and
Northern Lakes Community Mental Health

Moved by Gore Follette, seconded by Johnson to approve Resolution 196-2018.
Motion carried.

- 2) Ad Hoc Committee Requests and Road Commission Interview Schedule
Ad Hoc Committee Assignments for Interviews
Chairwoman Crawford appointed Commissioners to the following Ad Hoc Interview Committees:

- **Economic Development Corporation**
Gore Follette
Crawford
Wheelock
- **Parks & Recreation**
Crawford
Clous
Lathrop
- **Traverse Area District Library**
Johnson
Gore Follette
Crawford

- **Veterans Affairs**
Johnson
Mair
Clous

Road Commission Interviews:

Interviews for the vacancy on the Road Commission will be held on December 5, 2018 starting at 4:30 p.m., which will be followed by the regular board meeting at 5:30 p.m.

OLD/UNFINISHED BUSINESS

a. Jail Ad Hoc Committee – Northern Lakes Community Mental Health Authority Agreement

Commissioner Wheelock and Captain Todd Ritter explained the new agreement with Northern Lakes Community Mental Health Authority.

Moved by Wheelock, seconded by Mair, to approve the agreement between Grand Traverse County and Northern Lakes Community Mental Health Authority.
Motion carried.

b. Steering Committee to discuss a possible Regional Forensic Pathology Facility

Moved by Gore Follette, seconded by Crawford to appoint a steering committee to provide assistance to the Administration to move forward with the possible creation of a Regional Forensic Pathology Facility.

The steering committee will consist of the following people:

- Dr. Dave Martin
- Dan Jonkhoff
- Chet Janik
- Commissioner Bob Johnson
- Commissioner Gore Follette (Chair of Steering Committee)

Motion carried.

NEW BUSINESS

a. Wage and Benefit Resolution for Non-Contract Employees and Elected officials.

Nate Alger, County Administrator, explained that the wage and benefit package is similar to what was agreed to with the other bargaining units.

Resolution 197-2018
2019 Wage and Benefit Package
Non-Contract Employees and Elected Officials

Moved by Lathrop, seconded by Wheelock to approve Resolution 197-2018.
Motion carried.

PUBLIC COMMENT

None

COMMISSIONER/DEPARTMENT REPORTS

Commissioner Wheelock gave an update on the Jail Ad Hoc Committee activities.

NOTICES

Current Job Openings

Chairwoman Crawford directed the public to go to our website, www.grandtraverse.org, Human Resources Department, to get information on current job openings.

CLOSED SESSION

a. To consider strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement as permitted under MCL 15.268(c)

Moved by Crawford, seconded by Clous to go into Closed Session at 6:31 p.m. to consider strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement as permitted under MCL 15.268(c)

Roll Call Vote: Yes 7

Moved by Lathrop, seconded by Johnson to return to Regular Session at 7:00 p.m.
Motion carried.

1. Ratify Tentative Agreements reached with Bargaining Units

Moved by Crawford, seconded by Clous to ratify the tentative agreements reached with the following bargaining units and authorize the board chair to sign the agreements following review and approval of labor counsel:

COAM Sergeants
Teamsters General
Teamsters Central Dispatch
Teamsters Health Department
Teamsters District Court
COAM Central Dispatch supervisors
TPOAM Central Records
POAM Corrections

Motion Carried.

2. Employee Performance Appreciation Payment

Moved by Crawford, seconded by Mair to give a one time, lump sum “Employee Performance Appreciation Payment” based upon the following formula:

\$250 for each full year worked for the County since January 1, 2016 through December 1, 2018, where the employee or elected official did not receive a cost of living adjustment from the Board of Commissioners. E.g. no cost of living

adjustment in 2016, 2017, and 2018 = \$750 less applicable withholdings. However, those employees or elected officials that received a cost of living adjustment (a/k/a base wage increase) in a covered year (2016, 2017 and 2018) will not be eligible for this payment for each year worked where an increase was received.

Roll Call Vote: Yes 2, No 5

Nay: Lathrop, Johnson, Clous, Wheelock, and Gore Follette

Motion failed.

Meeting adjourned at 7:05 p.m.

Bonnie Scheele, County Clerk

Carol Crawford, Chairwoman

APPROVED: _____ _____
 (Date) (Initials)

1. CALL TO ORDER:

Northern Lakes Community Mental Health Authority, 105 Hall Street, Traverse City, Michigan. The meeting was called to order at 2:32 p.m.

Board Members Present: Pam Babcock, Betty Bushey, Randy Kamps, Mary Marois, Gary Stefanko, Al Cambridge, Dave Stephenson, Nina Zamora, Nicole Miller, Michael MacCready, Dean Vivian, Rose Denny and Carol Crawford.

Board Members Absent: Ty Wessell (advance notice) and Lorelei King (advance notice).

Others Present: Karl Kovacs, Chief Executive Officer; Deb Lavender, Executive Secretary; Joanie Blamer, Chief Population Officer for Adults with Mental Illness; Lauri Fischer, Director of Finance; Andy Babcock; Harold Meeuwes, Building and Grounds Coordinator; Alyssa Nawrot, HR Specialist; Pat Nuffer and Paula McLain.

Confirmation of a Quorum – Yes

Timekeeper – Mary Marois

2. AGENDA:

There were no changes to the Agenda for October 18, 2018.

3. CONFLICT OF INTEREST DECLARATION:

No conflict of interest was declared.

4. CONSENT AGENDA:

A. Consideration of the Consent Agenda

MOTION:	Accept the Consent Agenda for October 18, 2018 as presented.
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mary Marois
SECONDER:	Gary Stefanko

5. OWNERSHIP LINKAGE:

A. Citizen Comment –

Carol reviewed the public comment statement. Pat Nuffer spoke as a parent and asked that the organization consider allowing parents to become part of the treatment team for their family member. Pat shared a book with the board that her family used as a model towards effective treatment that can support their loved one in having a meaningful and productive life.

B. *Ownership Communication* – None

6. CHIEF EXECUTIVE OFFICER’S REPORT:

The Fall Conference is scheduled for October 22nd – 23rd, 2018 at the Grand Traverse Resort. The following Voting Delegates were identified: Karl Kovacs, Mary Marois and Rose Denny. The General Assembly meeting is scheduled for Sunday. Karl referenced his report and a resolution by Leelanau County recognizing October as Substance Abuse Awareness and Prevention Month.

Joanie Blamer responded to a question about the Consumer Advisory Council. The members have been taking on an active role and have been arranging for speakers. More people are interested to see what this is about and what they can obtain from it. Skype is available if needed. Suggested that we reach out to the CAC regarding interest in membership on the RRAC, surveying membership annually and after each meeting.

7. NORTHERN MICHIGAN REGIONAL ENTITY REPORT:

The minutes from the September 26th NMRE Board meeting were provided.

8. ASSURANCE OF ORGANIZATIONAL PERFORMANCE:

A. Receipt of CEO Response to Monitoring Report – 1.0.6 thru 1.0.11 Consumer and Community Ends (Internal Inspection)

MOTION:	The Board has reviewed Policy 1.0.6 thru 1.0.11 Consumer and Community Ends (Internal Inspection) at 100% compliance.
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mary Marois
SECONDER:	Gary Stefanko

MOTION:	The Board has reviewed Policy 2.3 Compensation of Employed Workforce (Internal Inspection) at 100% compliance.
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dave Stephenson
SECONDER:	Randy Kamps

B. *New Operational Worries*
Concerns expressed about a polio like symptom that has been affecting small children in neighboring states with no vaccine.

C. *October Monitoring Assignment*
2.4 Financial Management (Internal Inspection) will complete and turn in.

2.5 Asset Protection (Internal Inspection) will complete and turn in.

11. BOARD MEANS SELF-ASSESSMENT:

A. Receipt of CEO Response to Monitoring Report – None.

B. *October Monitoring Assignment*
3.0 Global Governance Process/Ownership Linkage (Direct inspection) complete and turn in.

4.0 Global Governance/Board CEO Linkage (Direct Inspection) complete and turn in.

12. GOVERNANCE POLICIES DISCUSSION AND ASSESSMENT:

A. *Ends – None*

B. *Executive Limitations - None*

C. *Governance Process/Ownership Linkages*

- RRAC Minutes – October 2, 2018 – shared a request from Munson about combining RRACs. There was no quorum at the meeting so no action could be taken.

MOTION:	The Board received and filed the RRAC Committee Meeting Minutes – October 2, 2018.
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Randy Kamps
SECONDER:	Mary Marois

D. *Board/CEO Linkage – None*

Karl identified that the Ad Hoc Building Committee had suggested that, as we consider making some changes to office space, the Board meeting be moved to the third floor.

13. OWNERSHIP LINKAGE:

Karl identified that he will follow-up with the public comment and report back to the Board. No additional comment.

14. ANNOUNCEMENTS/BOARD MEMBER REPORTS/BOARD ASSOCIATION INFO:

- The Board applauded the RRAC for their tremendous effort and appreciated Candyce VanderMoere’s support of the Board.
- Randy shared that he has a new grandson born on October 8th.
- Al suggested that we may want to consider having a training on Recipient Rights once we have new Board Members appointed.

15. NOVEMBER AGENDA PLANNING (CADILLAC):

Reviewed the agenda for November and identified that the Nominating Leadership Development Committee meeting is scheduled for November 7th. The NLD will be reviewing many of the items identified for 2019. The next Board meeting will be on November 15th. Board Members are to identify one week in advance if they wish to Skype.

16. MEETING EVALUATION:

- #1- we spent our time on the most important governance topics: majority was excellent
- #2- we encouraged diversity of viewpoints: majority was excellent
- #3- our decisions were made collectively: majority was excellent
- #4- The Board used its time effectively: majority was excellent
- #5- What is the most important thing the Board could do to improve our function as a board? Read packets in advance.

17. ADJOURNMENT:

The meeting adjourned at 3:15 pm

Respectfully Submitted,

Carol Crawford, Chairperson

Lorelei King, Board Secretary

Debra Lavender, Recording Secretary

NORTHWESTERN REGIONAL AIRPORT COMMISSION
CHERRY CAPITAL AIRPORT
REGULAR MEETING
MINUTES
October 30, 2018
3:00 P.M.

A. Pledge of Allegiance

B. Roll Call:

Present	Chairman	Doug DeYoung
	Commissioners	Dan Ahrns, Mike Coco, Lee Foerster, Bob Johnson, Debra Rushton
	Secretary	Kevin Klein
	Counsel	Karrie Zeits
	Others	Dan Sal, Luanne Zak, Heather Sexton, Michael Potter, Ricardo Marquez
Absent		Tom Kern (excused)

The Chairman called the meeting to order at 3:00 p.m. The Secretary called the roll and advised the Chairman a quorum was present.

C. Review and Approval of the Agenda:

Airport Director Klein requested the following changes to item J. New Business:

- Remove 4. Request by Ed Haines to sublease hangar. Mr. Haines withdrew the request. Mr. Haines indicates that there will be no commercial use of the hangar. The request should have been for access to the hangar only.
- Add 9. Request for reimbursement to Airport Director for advertising purchased at Gladhandler.

It was moved by Commissioner Johnson and supported by Commissioner Rushton to approve the agenda as amended. MOTION PASSED.

D. Public Comment:

Michael Potter and Ricardo Marquez, students from Kingsley High School, introduced themselves.

E. Reading and Approving Previous Meeting Minutes:

1. The strategic planning session minutes of September 25, 2018 were reviewed by the Commission.

It was moved by Commissioner Ahrns and supported by Commissioner Rushton to approve the minutes as presented. MOTION PASSED.

2. The regular meeting minutes of September 25, 2018 were reviewed by the Commission.

It was moved by Commissioner Ahrns and supported by Commissioner Foerster to approve the minutes as presented. MOTION PASSED.

F. Reading of Communications:

1. The MDOT Passenger Statistics Report for September 2018 was received and filed.
2. Thank you note from the Judson family was received and filed.
3. Letter to USDOT for extension of Small Community Air Service Development Program grant was received and filed.

G. Reports of Standing Committees: None

H. Reports of Special Committees:

1. The Building and Grounds Committee report was presented by Committee Chairman Ahrns.

The committee reviewed the FY2019 to FY2025 Airport Capital Improvement Program (ACIP). Airport Director Klein and Bob Neleson, Prein and Newhof, incorporated much of the discussion from the strategic planning session with Steven Baldwin Associates into the program.

The committee approved the Airport Capital Improvement Program and directed staff to forward it to the FAA and Finance Committee for inclusion in the 2019 budget.

The Airport Director presented the most current copy of the Cherry Capital Airport Approach Plan. The Airport Approach Plan consists of height protection for the FAA Part 77 surfaces surrounding the airport and land use protection using standards adopted by the Michigan Aeronautics Commission. The Aeronautic Code of the State of Michigan requires these plans, as well as a copy of the Airport Layout Plan (ALP), be filed with the local planning agencies in the surrounding cities, townships and counties. Once filed with the local planning agency, section 125.3203 of the Zoning Enabling Act, Act 110 of 2006 requires these plans be included in the community's Master Plan, which should provide an additional level of protection for the airport. The FAA Airport District Office requires the Airport to review the Obstacle Action Plan on an annual basis.

Airport Director Klein reviewed the Michigan Zoning Enabling Act and the Traverse City Code of Ordinance – Transportation District which includes the Airport Zoning Act, Act No. 23 of the Public Acts of 1950. The Airport Engineer presented the Airport's obstruction/tree management program. The Engineer outlined the current obstructions that need to be addressed per the ALP and the Airport Approach Plan.

The committee requested that the Engineer seek bids for obstruction removal per the plans reviewed by the committee and to bring the bids back to the committee for further review and discussion.

Airport Director Klein presented the terminal carpet project schedule. Concrete work and floor mat installation in the vestibules will begin October 15, 2018.

Bill Ross of the local EAA chapter made comment with regard to obstructions. Mr. Ross stated that the trees east of the terminal effect the wind information provided by the AWOS/ASOS unit. Pilots continually have to request mid-field wind data provided by the FAA equipment. The EAA would support obstruction removal.

Mr. Ross also commented on the speed of some of the tenant-driven vehicles driving the north perimeter road and these vehicles failing to stop at the stop sign adjacent to the north t-hangars and the vehicle gate. Mr. Ross's concern is the potential for an accident between those entering the vehicle gate and those speeding on the perimeter road. The Airport Director responded that he would inform Dan Sal, Assistant Airport Director of Operations and Maintenance, and Mr. Sal will contact all tenants and review the signage on the perimeter road and in the t-hangar/vehicle gate area.

Mr. Ross invited the Airport Director to a future EAA meeting to present the ACIP program and update EAA on the recent hangar construction developments.

It was moved by Commissioner Rushton and supported by Commissioner Johnson to accept the report of the Building and Grounds Committee.

- I. Unfinished Business: None
- J. New Business:
 - 1. On April 24, 2018 the NRAC entered into an Airport Property Lease with Randy Chapman (Bodeco, LLC) for the construction of a non-commercial aviation hangar.

Upon commencement of construction, Mr. Chapman found it necessary to change the location of the hangar or lease additional property to accommodate the building. The additional property needed is 22' x 240'.

Based upon recommendation of the Airport Director it was moved by Commissioner Ahrns and supported by Commissioner Foerster to approve the amendment to the Bodeco, LLC lease to include the additional 22' x 240' for a total of 29,214 leasable square feet at \$.24 per square foot per annum. MOTION PASSED.

2. On January 23, 2018 the NRAC approved a listing agreement for the remainder of the South Airport Road development with Max Goldman of Colliers International.

Mr. Goldman left Colliers International and joined Landmark Commercial Real Estate Services, Inc. Mr. Goldman would like a new listing agreement with his new firm.

Based upon recommendation of the Airport Director it was moved by Commissioner Ahrns and supported by Commissioner Foerster to approve the listing agreement with Landmark Commercial Real Estate Services, Inc. (Max Goldman) under the same terms and conditions as the Colliers International agreement to procure tenants for the remainder of the South Airport Road development. MOTION PASSED.

3. The City of Traverse City has been pursuing adding sidewalk infrastructure to allow expansion of the sidewalk capacity for safer pedestrian utilization.

The City is requesting airport participation in this initiative for 2,650 linear feet of sidewalk along the east and west side of Garfield Avenue. This area is currently a footpath.

The estimated cost of construction and engineering for this component of the sidewalk project is approximately \$144,000.

Based upon recommendation of the Airport Director it was moved by Commissioner Rushton and supported by Commissioner Coco to refer this item to the Building and Grounds Committee for further review. MOTION PASSED.

4. Removed.
5. Bids were solicited for the first phase of painting the exterior of the airline terminal. The project will include prepping and painting the yellow and white sections of stucco as well as staining the concrete wall section below the stucco. This phase of the project will be for the unsecured side of the terminal only.

Bids were received as follows:

Fortified Coatings	\$31,572.50
National Coatings	\$15,736.00
Dan Brady Painting and Restoration	\$16,600.00

Based upon recommendation of the Airport Director it was moved by Commissioner Ahrns and supported by Commissioner Johnson to award the contract for phase one of painting the exterior of the terminal building to National Coatings in the amount of \$15,736.00. MOTION PASSED.

6. Wings of Mercy is requesting permission to hold a Run the Runway 5K at Cherry Capital Airport on Saturday, May 18, 2019. The event will also benefit the Goodwill Inn.

Wings of Mercy will sponsor, plan and orchestrate a charity fundraising 5k run on the airport. The event will be conducted with minimal disturbance to the flow of GA and commercial traffic while providing for the safety of the participants and volunteers. All TSA security requirements will be met.

The route will be approved by the Airport Director. Event volunteers and participants will be on the premises between the hours of 6:00 a.m. and 11:00 a.m. The run will start at 8:00 a.m. and all runners should clear the runway by 9:40 a.m. at the latest.

Based upon recommendation of the Airport Director it was moved by Commissioner Ahrns and supported by Commissioner Johnson to approve the Wings of Mercy Run the Runway 5K on Saturday, May 18, 2019 which will raise awareness and promote a positive image of the charities and the airport. MOTION PASSED.

7. Grand Traverse Construction has been contracted to do the carpet replacement in the airline terminal building.

Change Order No. 1 amends the original contract for replacement of damaged slate tiles in the four entryways and provides extra stock of the slate for future tile repairs. This change order is in the amount of \$3,283.00.

Based upon recommendation of the Airport Director it was moved by Commissioner Ahrns and supported by Commissioner Rushton to approve Change Order No. 1 for the Grand Traverse Construction contract in the amount of \$3,283.00. MOTION PASSED.

8. Elmer's Crane and Dozer, Inc. has been contracted to do the Runway 10 extension which includes the MALSR.

Change Order No. 3 amends the original contract to the "as built" quantities. This change order is in the amount of -\$14,148.00 for a total project cost of \$1,398,699.50.

Based upon recommendation of the Airport Director it was moved by Commissioner Ahrns and supported by Commissioner Johnson to approve

Change Order No. 3 to the Elmer's Crane and Dozer, Inc. contract in the amount of -\$14,148.00. MOTION PASSED.

9. Airport Director Klein is seeking reimbursement for advertising he purchased on behalf of the airport at the Gladhander.

An advertising package worth \$2,880 from Lamar Advertising was offered on auction. Airport Director Klein was able to purchase the package for \$300.

It was moved by Commissioner Ahrns and supported by Commissioner Johnson to approve reimbursement to Airport Director Klein in the amount of \$300 for the Lamar Advertising package purchased at the Gladhander. MOTION PASSED.

- K. 1. The Airport Director reviewed the Activity Report for the Commission.

Airport Director Klein reported that on October 24, 2018 he sent a letter to the FAA Airports District Office requesting supplemental funding in the amount of \$7.5 million for the ramp project.

2. The Airport Director reviewed the Operations Report for the Commission.

3. The Airport Director reviewed the Accounts Receivable Report for the Commission.

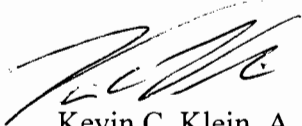
L. Public Comment: None

M. Commissioner Comment: None

N. Adjournment:

There being no further business to come before the Commission, the Chairman adjourned the meeting at 3:55 p.m.

Respectfully submitted,



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

TO: Chair – Board of Commissioners
FROM: Jim Cook, Manager
DATE: November 28, 2018
SUBJECT: **REPORT FOR THE DECEMBER 5, 2018 MEETING
AT 5:30 P.M. IN THE COMMISSION CHAMBERS
400 BOARDMAN AVENUE, TRAVERSE CITY**

cc: Board of County Road Commissioners

A commissioner or I will be available to provide more detailed responses at the BOC meeting on the following items:

1. **East-West Corridor Consultant** – OHM Consulting Team conducted a Local Agency Group (LAG) meeting on November 26. A work session is planned with our Board to finalize some details prior to the public meeting. The LAG chose to postpone the public meeting until January to avoid scheduling conflicts and better accommodate the public.
2. **Installation of Traffic Signal Progression Equipment** – Equipment has been installed and monitoring will now begin as the signals begin to talk among themselves.
3. **R-Cut Construction** – Logan’s Landing R-Cut has been functional since late October. We continue to educate motorists regarding signing and are looking at signage improvements.
4. **HRP Consultants** – HRP’s Jennifer Ewing is working with our Board to recruit a new manager. Ewing will work on site beginning December 9 with a three half-day schedule conducting the recruitment process and other internal human resources duties.
5. **Wash Bay Project** – Construction of this structure continues with anticipated completion of mid-to late winter.
6. **Zimmerman/West Silver Lake Intersection** - To better handle traffic, updated technology with cameras and sensing equipment has been installed which will monitor changes in traffic patterns.
7. **Private Road Name Sign Policy** - A new policy addressing placement, costs and maintenance of private road name signs was adopted. The policy is attached for use by others as needed.
8. **Brackel Point Landing** - The Board granted a variance allowing parcels to access Brackel Point Road. The variance was granted due to major changes in property ownership by the developer and low traffic volumes and speeds.
9. **River Road Bridge Grants** - The Board approved \$50,000 to expand the design scope of two bridge crossings over River Road to include improvements to the superstructure. Funding for these crossings is 95/5 federal/local match program.
10. **Organizational Session for 2019** - The Board will hold their Organizational Session on Thursday, January 3, 2019 at 7:00 P.M.

Policy Number VII-13	Private Road Name Signs	Date Adopted: 11-20- 2018
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The following procedure is to be followed in the naming of a private road that intersects a public road Right-of-Way under the jurisdiction of the Grand Traverse County Road Commission. This policy is for private road signs within the county road ROW only:

1. Secure a road name with the Equalization Department, defining the length of road where the name is to be used.
2. Written Township approval is required for the proposed road name.
3. The location of the sign within the road ROW will be determined by the GTCRC.
4. The signage must contain a MDOT approved break-away post with a 30" MUTCD approved Traffic Control sign and road name.
5. The road name sign must meet MUTCD reflectivity standards with blue sheeting and white lettering. Road name sign size to comply with MUTCD standards and will be provided on the GTCRC approved permit requirements.
6. The property owner(s)/developer(s) shall obtain a permit from the Grand Traverse County Road Commission to install the signage. Once the permit is issued, additional signage requirements will be on the issued permit.
7. All costs for the permit, miss dig, materials, installation and continued maintenance are the responsibility of the property owner(s), association or developer.
8. The maintenance of the signage is the responsibility of the property owner(s), association or developer(s) and shall be enforced by the Township the road lies within. Maintenance includes but is not limited to replacement due to damage, loss of retro-reflectivity and vandalism. Signage MUST be maintained legible.



**GRAND TRAVERSE COUNTY
ADMINISTRATION/BOARD OF COMMISSIONERS**

400 BOARDMAN AVENUE
TRAVERSE CITY, MI 49684-2577

ADMINISTRATION
BOARD OF COMMISSIONERS
FAX

231/922-4780
231/922-4797
231/922-4636

MEMORANDUM

DATE: December 5, 2018
TO: Grand Traverse County Board of Commissioners
FROM: Christopher Forsyth, Deputy Civil Counsel
RE: Motion of Summary Disposition (Matter of Edwin Martel et al)

Edwin Martel, William Lane, Bruce Carpenter and Jim Gurr filed a petition for a contested case with the Administrative Hearing System challenging the Department of Environmental Quality's ("DEQ") issuance of a permit allowing the removal of the Boardman Dam and restoration of the Boardman River. Petitioners alleged that by issuing the permit, DEQ is "destroying resources dedicated to [the] public. And violate the natural river zoning act." The Petitioners also alleged that DEQ and the Department of Natural Resources are conspiring with the local Trout Unlimited Chapter to destroy the Natural Education Reserve by having the dam removed and the river restored. On March 6, 2018, Administrative Law Judge Pulter conducted a status conference where he allowed the parties to file motions for summary disposition. On August 3rd, the Attorney General filed a motion for summary disposition on behalf of DEQ. On August 6, 2018 we filed our motion for summary disposition requesting Judge Pulter dismiss the petition arguing that the case is moot because the dam has been removed and the river restored. On November 13, 2018 Judge Pulter entered an order and opinion granting summary disposition to the County and DEQ. In his written opinion, Judge Pulter agreed with our argument that the case is moot because the removal and restoration work is complete. He also ruled that dismissal is appropriate because none of the Petitioners provided any evidence demonstrating the need for a contested case hearing. With summary disposition granted and the petitions dismissed, the case is now closed. The Petitions can appeal Judge Pulter's order, and I will advise the Board of Commissioners if such an appeal is filed. Judge Pulter's order granting summary disposition is included with this memo. Please let me know if you have any questions.

**STATE OF MICHIGAN
MICHIGAN ADMINISTRATIVE HEARING SYSTEM**

IN THE MATTER OF:

Docket No.: 16-029306

**Petitions of Edwin Martel,
William Lane and Bruce
Carpenter on the permit issued
to Grand Traverse County**

Agency No.: WRP001528

**Part(s): 31, Floodplain Regulatory
Authority
301, Inland Lakes and Streams
303, Wetlands Protection
315, Dam Safety**

**Agency: Department of Environmental
Quality**

Case Type: Water Resources Division

**Issued and entered
this 13th day of November 2018
by: Daniel L. Pulter
Administrative Law Judge**

ORDER ON MOTION FOR SUMMARY DISPOSITION

This contested case concerns an Application submitted by Grand Traverse County (Permittee) under Part 31, Floodplain Regulatory Authority; Part 301, Inland Lakes and Streams; Part 303, Wetlands Protection; and Part 315, Dam Safety, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended. MCL 324.3104; MCL 324.30101, *et seq.*; MCL 324.30301, *et seq.*; MCL 31501, *et seq.* A permit was issued by the Water Resources Division (WRD) of the Department of Environmental Quality (DEQ) on July 13, 2016. That agency action was challenged by Edwin Martel, William Lane, and Bruce Carpenter (Petitioners) by a Petition for Contested Case Hearing filed on September 12, 2016.

On August 3, 2018, the WRD filed its second Motion for Summary Disposition. Similarly, on August 6, 2018, the Permittee filed its second Motion for Summary Disposition¹. A Response to these Motions for Summary Disposition was filed on October 4, 2018². Before addressing the merits of these Motions, a review of the procedural history of this contested case is warranted.

¹ The ruling on the WRD's and the Permittee's first Motion for Summary Disposition is noted *infra*.

² This Response has four defects on its face. First, the Response was signed by Jim Gurr. Mr. Gurr was dismissed from this contested case for lack of standing by an Order entered on February 22, 2018. Second, the Response was

I. Procedural History

This contested case was commenced by the filing of a Petition for Contested Case Hearing on September 12, 2016. Therein, the Petitioners alleged:

The history of the Natural Education Reserve and its publicly dedicated resources to be held in trust forever will overcome the deceitful MDEQ & MDNR regulatory agents who conspired with Adams Chapter of Trout Unlimited to destroy a Federally funded public reserve!

A Notice of New File Opening was issued on November 15, 2016. On November 28, 2016, the Permittee filed an Application to Intervene. The Order granting intervention was entered on January 18, 2017.

By an email dated December 22, 2016, Mr. Martel requested to, "move ahead with the evidentiary hearing process." As a result, a Pre-Hearing Conference was scheduled by an Order entered on February 1, 2017. Pursuant to such Order, the Pre-Hearing Conference was scheduled for April 5, 2017, at 10:00 a.m. At the time of the Pre-Hearing Conference, none of the Petitioners participated because the telephone number provided by the Petitioners was answered by a telefax machine. As a result, an Order entered on April 5, 2017, rescheduled the Pre-Hearing Conference for April 25, 2017. The April 5 Order also noted that Mr. Martel signed the Pre-Hearing Statement on behalf of Mr. Lane, Mr. Carpenter, and Mr. Gurr. The Order advised that since Mr. Martel is not a licensed attorney, Mr. Martel cannot represent them in this matter, and they must sign pleadings for themselves. Citing MCL 600.916.

At the Pre-Hearing Conference held on April 25, 2017, Mr. Martel alleged that the undersigned was biased and that he should recuse himself from this contested case. Because this Tribunal speaks through its written orders, an Order was entered on April 26, 2017, wherein Mr. Martel's request for a recusal was noted. Because the Administrative Hearing Rules require Motions for Recusal to be in writing and accompanied by an Affidavit, the Order required the filing of such a Motion and Affidavit by May 10, 2017. R 792.10106. Instead of filing the requested Motion and Affidavit, Mr. Martel filed a document on such date wherein he purported that, "I cannot respond to R 792.10106 out of fear that Judge Pulter would use my response as evidence against me...." In an Order entered on May 15, 2017, Mr. Martel's requested recusal was denied because there was no compliance with Rule 106. On May 24, 2017,

signed by Mary Grace Elisabeth Barrett. The Application to Intervene filed by Ms. Barrett was denied by an Order entered on February 5, 2018. Similarly, Ms. Barrett's Motion for Reconsideration was denied by an Order entered on April 11, 2018. Third, the signature page of the Response purports that it was filed, "defending the Public & myself in the case of the destruction of the Natural Education Reserve." The Petitioners were notified by an Order entered on April 5, 2017, that because they are not licensed attorneys, they cannot represent third parties. MCL 600.916. Fourth, in an Order entered on February 2, 2018, summary disposition was granted in favor of the WRD and the Permittee as to the Petitioners' claims under the Natural Education Reserve.

Mr. Martel filed a Motion with the Chief Judge of the Michigan Administrative Hearing System (MAHS), seeking the recusal of the undersigned. The Motion was accompanied by an Affidavit. By an Order entered on June 8, 2017, the Chief Judge of MAHS issued an Order Denying Recusal.

The May 15, 2017, Order was a Scheduling Order which scheduled the following deadlines: (1) the deadline for filing Motions for a Change of Venue was scheduled for June 2, 2017; (2) the Petitioners were instructed to file a more definite statement on the issues by June 9, 2017; (3) witness lists and exhibits were to be exchanged by August 15, 2017; (4) all other Motions were to be filed by July 14, 2017, while Responses to Motions were to be filed by July 28, 2017; and (5) the contested case hearing was scheduled for September 12-14, 2017. By a filing dated June 19, 2017, Mr. Martel requested an extension of the deadlines set forth in the Scheduling Order. In accordance with Mr. Martel's request, an Amended Scheduling Order was entered on June 19, 2017. Therein, the deadline for filing More Definite Statements was extended to July 7, 2017. Additionally, the deadline for filing all Motions was extended to August 4, 2017, and the deadline for Responses to Motions was extended until August 18, 2017. Moreover, the hearing scheduled for September 12-14 was indefinitely adjourned.

On June 8, 2017, Ms. M.G. Elisabeth Barrett requested leave to intervene in this contested case. By an Order entered on July 24, 2017, the Parties were advised to file Responses to Ms. Barrett's requested intervention. The Permittee filed an objection to Ms. Barrett's requested intervention on August 18, 2017. The WRD also filed an objection to Ms. Barrett's requested intervention on August 21, 2017. Similarly, on August 11, 2017, Mr. David G. Grebner requested leave to intervene. By an Order entered on August 18, 2017, the Parties were advised to file Responses to Mr. Grebner's requested intervention. On September 18, 2017, the Permittee filed an objection to the requested intervention of Mr. Grebner.

In an Order entered on February 5, 2018, Mr. Grebner's requested intervention was granted. The Order directed Mr. Grebner to file a Petition for Contested Case Hearing and a Pre-Hearing Statement by February 26, 2018. Mr. Grebner was also advised that he should participate in the Pre-Hearing Conference scheduled for March 6, 2018. The February 5 Order denied Ms. Barrett's requested intervention on the grounds that she does not have legal standing. Ms. Barrett's Motion for Reconsideration was also denied by an Order entered on April 11, 2018.

As noted *supra*, the Amended Scheduling Order required the Petitioners to file a more definite statement by July 7, 2017. On July 6, 2017, Mr. Martel submitted a filing entitled Revised and Updated Pre-Hearing Statement. A similar filing was received from Mr. Gurr on July 6, 2017. Mr. Lane and Mr. Carpenter filed a similar document on July 7, 2017. For purposes of the Motions for Summary Disposition filed in this contested case, the Revised and Updated Pre-Hearing Statements were treated as More Definite Statements.

On July 28, 2017, the WRD filed a Motion for Summary Disposition. On August 1, 2017, Mr. Martel requested a 3-month extension of the deadline to file a Response to the Motion for Summary Disposition until November 15, 2017. On August 8, 2017, a hand-written document was filed by Mr. Gurr requesting a 3-month extension of the deadline for filing a Response to the Motion. Pursuant to such requests, an Order entered on August 8, 2017, extended the deadline for filing a Response to the WRD's Motion until November 15, 2017. The Permittee also filed a Motion for Summary Disposition on August 4, 2017. On August 22, 2017, the Permittee filed a Supplement to its Brief in Support of Motion for Summary Disposition. Mr. Martel filed a Response to the Motion for Summary Disposition on November 14, 2017. However, no Response was filed by Mr. Lane, Mr. Carpenter or Mr. Gurr. In the Order entered on February 2, 2018, the Motion for Summary Disposition was granted as to Mr. Gurr, who was found to lack standing to prosecute the contested case. With respect to the claims of Mr. Martel, Mr. Lane and Mr. Carpenter, summary disposition was granted as to Legal Issues 2(a), 2(e), 2(g), and 2(i) set forth in their Revised and Updated Pre-Hearing Statements. Among the claims upon which summary disposition was granted is the claim that the proposed activity would violate the terms of Grand Traverse County's Natural Education Reserve. Legal Issue 2(a). This claim was dismissed for the reason that it is outside the subject matter jurisdiction of this Tribunal. Summary disposition was denied as to Legal Issue 2(b); and was granted, in part, and denied, in part, as to Legal Issues 2(c), 2(d), and 2(h) contained in the Revised and Updated Pre-Hearing Statements.

At the Pre-Hearing Conference held on March 6, 2018, the Parties requested an additional deadline for the filing of Motions for Summary Disposition. By a Scheduling Order entered on March 6, 2018, the deadline for additional Motions for Summary Disposition was August 6, 2018. On August 3, 2018, the WRD filed its second Motion for Summary Disposition. Similarly, on August 6, 2018, the Permittee filed its second Motion for Summary Disposition. Pursuant to the agreement of the Parties, the March 6 Scheduling Order required Responses to Motions for Summary Disposition to be filed by October 5, 2018—two months after filing of the Motion.

On August 17, 2018, the Petitioners filed a Motion seeking a five-month extension of the deadline for filing a Response to the Motions. The WRD and the Permittee filed objections to the requested extension. The requested extension was denied by an Order entered on September 12, 2018. The Petitioners filed their Response to the Motions for Summary Disposition on October 4, 2018.

Finally, in its Response to the Petitioners' Motion for a 5-month extension of the deadline for filing a Response, the WRD requested that Mr. Grebner be dismissed from this contested case due to his failure to prosecute his claims. Because Mr. Grebner never filed either a Petition for Contested Case Hearing or a Pre-Hearing Statement, his claims were dismissed in the September 12 Order.

II. The Permitted Activity

This case involves the removal of the Boardman Dam located on the Boardman River in Grand Traverse County. See Exhibit 3 to the WRD's Motion. The permit expressly authorizes the Permittee to, among other actions, drawdown the impoundment created by the dam, remove the dam's powerhouse and spillway structure, remove portions of the dam's earthen embankment, and restore the river channel to its original alignment. *Id.* The purpose of the dam removal is recited as, "to reestablish the coldwater aquatic ecosystem of the river, which has been severely degraded by the increased water temperatures of the existing impoundments." Exhibit 11 to the Permittee's Motion. Additionally, in an appeal of an earlier contested case filed by the Petitioners, the Ingham County Circuit Court found that "[t]he [Boardman] dam is classified as a High Hazard Potential Dam under NREPA, Part 315, on the basis that the failure of the dam may cause serious damage to inhabited homes, commercial buildings, highways, and public utilities, and may result in loss of life." *Edwin Martel v Michigan Department of Env'tl Quality*, Case No. 09-866-AA, *2 (Ingham Co Cir Ct Feb 4, 2010), attached as Exhibit 6 to the WRD's first Motion for Summary Disposition. The Court noted that the WRD had "determined that the dam also did not meet with the safety requirements of NREPA, Part 315, and that major reconstruction, or in the alternative removal of the dam entirely, would be required in order to bring the dam into compliance with those requirements." *Id.* at *3.

The wetland impacts of the project relate to the Boardman River restoration, as the following language of the permit indicates:

Excavate approximately 283,970 cubic yards of material, including 158,360 cubic yards from below the Ordinary High Water Mark (OHWM) of the Boardman River and placement of approximately 64,665 cubic yards of fill, including 2,222 cubic yards below the OHWM of the Boardman River. Excavate approximately 88,989 cubic yards of material from a total of 6.36 acres of wetland and place approximately 66,791 cubic yards of fill material in a total of 4.14 acres of wetland. Place 18-inch diameter equalization culverts every 200 feet and in seep areas, where the permanent access road impacts wetland....

Exhibit 2 to the Permittee's Motion. The WRD found that the project will remove "[t]he existing effect of the artificial impoundment and hydrology ..., allowing for establishment of wetlands in natural settings and conditions." Exhibit 11 to the Permittee's Motion, at p 14. Indeed, the WRD also found that "[t]he project is estimated to provide a net gain of approximately 9.5 acres of wetland habitat,..." Exhibit 11 to the Permittee's Motion, at p 13. The installation of the 18-inch culverts was to provide water equalization and passage within the wetland. Exhibit 11 to the Permittee's Motion, at p 16.

In its Brief, the Permittee notes that it “removed the Boardman Dam pursuant to the permit terms in 2017....” The Permittee’s Brief at p 4. In an Affidavit, Ms. Amy Beyer, the project manager for the Boardman Dam removal and Boardman River restoration project, averred that the removal of the dam was funded by a variety of federal, state and local grants. Exhibit 7 to the Permittee’s Motion. Ms. Beyer also averred that these grants had deadlines by which the money must be spent and the project work completed. *Id.* Finally, Ms. Beyer further averred that “[a]s a result of these deadlines, the entities working on the Boardman Dam removal project ... had no ability to delay removing [the] Boardman Dam or commencing the restoration of the Boardman River.” *Id.*

III. Mootness

The Permittee contends that this contested case is moot because the permitted project has been completed. The Permittee correctly notes that mootness “is a threshold issue that a court addresses before it reaches the substantive issues of the case itself.” *People v Richmond*, 486 Mich 29, 35; 782 NW2d 187 (2010). The doctrine of mootness is implicated when the case involves “nothing but abstract questions of law, which do not rest upon existing facts or rights.” *Gildemeister v Lindsay*, 212 Mich 299, 302; 180 NW 633 (1920). The Supreme Court has described the review of a moot question as a “purposeless proceeding.” *People v Richmond*, 486 Mich at 35. The Court defined a moot case as one where a judgment cannot have a practical legal effect upon an existing legal controversy. *Anway v Grand Rapids Ry Co*, 211 Mich 592, 610; 179 NW 350 (1920). The Court of Appeals has more recently explained that “[a]n issue is moot if an event has occurred that renders it impossible for the court, if it should decide in favor of the party, to grant relief.” *Michigan Nat Bank v St Paul Fire & Marine Ins Co*, 223 Mich App 19, 21; 566 NW2d 7 (1997).

Applying such principles to the facts in this case, the gravamen of this contested case is the removal of the Boardman Dam. The permit issued by the WRD on July 13, 2016, provided for the removal of the Boardman Dam and the restoration of the Boardman River. See Exhibit 3 to the WRD’s Motion. It is undisputed that these activities occurred during 2017. Ms. Amy Beyer, the project manager for the Boardman Dam removal and Boardman River restoration project, testified by Affidavit that (1) the removal of the dam was funded by a variety of federal, state and local grants; (2) these grants had deadlines by which the money must be spent and the project work completed; and (3) due to these deadlines, the parties working on the Boardman Dam project had no ability to delay its removal or the River’s restoration. Exhibit 7 to the Permittee’s Motion. These facts are undisputed by the Petitioners.

Viewing these facts in a light most favorable to the Petitioners, it is clear that it is impossible for this Tribunal to fashion a remedy in this case. The Permittee sought a permit for the removal of the dam. This Tribunal cannot propose the issuance of a permit for the removal of the dam due to its non-existence. Nor can this Tribunal

fashion a remedy in favor of the Petitioners—the dam has been removed, and this Tribunal is without jurisdiction to require its reinstallation because extraordinary relief is not available to this Tribunal. *Wikman v City of Novi*, 413 Mich 617, 647-648; 322 NW2d 103 (1982). Therefore, I find, as a Matter of Fact, that the relief sought by the Petitioners is moot due to the removal of the dam by the Permittee³.

IV. Natural Education Reserve

In their original Petition, the Petitioners contended that the proposed removal of the Boardman Dam was a violation of the Natural Education Reserve. Petition for Contested Case Hearing filed on September 12, 2016. In the Order entered on February 2, 2018, the first Motion for Summary Disposition was granted as to the Petitioners' claims under the Natural Education Reserve. Specifically, it was noted that this proceeding is "an extension of the initial application process for the purpose of arriving at a single final agency decision on the application...." *National Wildlife Fed'n v Department of Env'tl Quality*, 306 Mich App 369, 379; 856 NW2d 394 (2014). The question of whether the Permittee violated the Natural Education Reserve is a question which is outside of the subject matter jurisdiction of this Tribunal. *Fox v Board of Regents of the University of Michigan*, 375 Mich 238, 242; 134 NW2d 146 (1965). Therefore, such contentions must be brought in Circuit Court, not before this Tribunal.

Despite this Tribunal's prior ruling on February 2, 2018, Mr. Martel responded to the second Motion for Summary Disposition with facts related to the Natural Education Reserve. In his Response, Mr. Martel failed to respond to any of the facts or arguments raised by the WRD or the Permittee in their second Motion. Instead, Mr. Martel argues that "[o]ne of the main reasons for this planned Government (The Respondents) deception is to facilitate Grand Traverse County's desire to destroy the 'Publicly' dedicated Grand Traverse County Natural Education Reserve's dedicated resources which include segmented, impoundments of the slow moving, portions of the Boardman River...."

It is axiomatic that, when responding to a summary disposition motion, the non-moving party must produce evidence showing a material dispute of fact left for the hearing. *Village of Dimondale v Grable*, 240 Mich App 553, 566; 618 NW2d 23 (2000). When ruling on a summary disposition motion, the Tribunal is to consider all documentary evidence, including any pleadings, depositions, admissions, or any documentary evidence submitted by the parties. *Haaksma v City of Grand Rapids*, 247 Mich App 44, 57; 634 NW2d 390 (2001). In general, a disputed fact must be established by


³ By dismissing this contested case on the grounds of mootness, it is incumbent to note that the Petitioners have consistently sought delay in this proceeding. While they requested a hearing on December 22, 2016, the Petitioners sought an adjournment of the hearing scheduled for September of 2017, they requested three months to respond to the first Motion for Summary Disposition, they requested two months to respond to the second Motion for Summary Disposition, and sought a 5-month extension of the deadline for filing Responses to the instant Motions.

admissible evidence. *SSC Associates Limited Partnership v General Retirement System of the City of Detroit*, 192 Mich App 360, 364; 480 NW2d 275 (1991).

In this case, a disputed fact was not established by admissible evidence. In fact, Mr. Lane and Mr. Carpenter failed to file a Response to the second Motions. The only evidence submitted by Mr. Martel related to the Natural Education Reserve which is outside this Tribunal's jurisdiction. For these reasons, Mr. Martel has failed to establish a disputed fact by admissible evidence. Therefore, this Tribunal must dismiss this contested case for the additional reason that there is a lack of a disputed fact that gives rise to a contested case hearing.

V. Summary

The second Motion for Summary Disposition filed by the WRD and the Permittee must be granted because the contested case is moot. The gravamen of this contested case concerns the removal of the Boardman Dam which was removed by the Permittee in 2017. Therefore, this contested case is moot due to the fact that this Tribunal is unable to fashion a remedy on the application filed in this case. In addition, summary disposition is appropriate because the Petitioners have failed to supply any admissible evidence demonstrating the need for a contested case hearing. Instead, the Petitioners seek to have a hearing on their claims under the Natural Education Reserve, a claim which is outside the jurisdiction of this Tribunal and which was dismissed by an Order entered on February 2, 2018. Therefore, this contested case is **DISMISSED**, and this Tribunal will close its file on this matter.



Daniel L. Pulter
Administrative Law Judge

PROOF OF SERVICE

I hereby state, to the best of my knowledge, information and belief, that a copy of the foregoing document was served upon all parties and/or attorneys of record in this matter by Inter-Departmental mail to those parties employed by the State of Michigan and by UPS/Next Day Air, facsimile, and/or by mailing same to them via first class mail and/or certified mail, return receipt requested, at their respective addresses as disclosed below this 14th day of November 2018.



Elaine Cussans
Michigan Administrative Hearing System

Bill Lane
583 Boardman View Dr.
Traverse City, MI 49696

Scott Howard
Olson Bzdok & Howard
420 East Front Street
Traverse City, MI 49686

Bruce Carpenter
583 Boardman View Dr.
Traverse City, MI 49696

Christopher J. Forsyth
Grand Traverse County Prosecutor's Office
324 Court St
Traverse City, MI 49684

Edwin Martel
3535 Gray Lane
East Jordan, MI 49727

Grand Traverse County
400 Boardman
Traverse City, MI 49684

Neil D. Gordon
Assistant Attorney General
P.O. Box 30755
Lansing, MI 48909

MICHIGAN STATE UNIVERSITY | **Extension**

November 12, 2018

Nate Alger
Grand Traverse County
400 Boardman Avenue
Traverse City, MI 49684

Dear Nate,

Please find attached a copy of the Agreement for Extension Services provided by MSU to Grand Traverse County for Fiscal Year 2019. This annual agreement outlines the contributions by each partner, MSU Extension and Grand Traverse County. This document reflects the costs for the MSU Extension services which was included in the annual county budgeting process that just concluded.

Please convey our deep gratitude for the continued partnership between Grand Traverse County and MSU Extension. We appreciate the continued support to be able to provide education and resources to the residents of Grand Traverse County. Feel free to contact me with any questions at (231) 922-4821.



Sincerely,

A handwritten signature in blue ink that reads "Jennifer Berkey".

Jennifer Berkey
District Three Coordinator
MSU Extension

**MSU EXTENSION
District 3**

*Serving Antrim, Benzie,
Grand Traverse, Kalkaska,
Leelanau, Manistee*

520 West Front Street
Suite A
Traverse City, MI 49684

Phone: 231- 922-4821
msue.msu.edu

AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES ("Agreement") is entered into on _____ by and between Grand Traverse County, Michigan ("County"), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY ("MSU") on behalf of MICHIGAN STATE UNIVERSITY EXTENSION ("MSUE").

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation's land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan's economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community & Economic Development, Natural Resources

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.
2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. 0.5 FTE 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").

6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will Provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
 - a. Sufficient Office space to house Extension staff as agreed upon between the County and the MSUE District Coordinator.
 - b. Utilities, including telephone & telephone service sufficient to meet the needs of Personnel utilizing the MSUE office space.
 - c. High-speed Internet service sufficient to meet the needs of Personnel utilizing the MSUE office space.
 - d. Access to space for delivering Extension programs.
 - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible
3. Clerical support staff for the MSUE office as agreed upon between the County and MSUE District Coordinator that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

2 FTE County employed Clerical Support Staff

4. Funding for additional Extension educators at **0 FTE**
5. Funding for additional 4-H program capacity **0.5 FTE**
6. Funding for additional paraprofessional(s) at **0 FTE**

7. Total Annual Assessment in the amount of \$96,315.

Payments due and payable under the terms of this Agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Justin S Morrill Hall of Agriculture, 446 W Circle Drive, Room 160, East Lansing, MI 48824

C. Staffing and Financial Summary

A. Base Assessment (includes 0.5 FTE 4-H Program Coordination)\$64,584.

ADDITIONAL PERSONNEL

B. 0 FTE Clerical Support Staff to be employed by MSU	\$0.
C. 0 FTE Educator (Program Area:)	\$0.
D. 0.5 FTE Additional 4-H Program Coordination	\$31,731.
E. 0 FTE Additional paraprofessional staff	\$0.

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2019: \$96,315.

I. Term and Termination

The obligations of the parties under this Agreement will commence on January 1, 2019 the first day of the County budget year 2019 and shall terminate on the last day of such County budget year 2019. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Grand Traverse County, 400 Boardman Avenue, Traverse City, MI 49684, if to the County.

II. General Terms

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.
2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. **Assignment.** This agreement is non-assignable and non-transferable.

4. **Entire Agreement.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Indemnification:** Without waiving any claim of governmental immunity, each party will protect, defend and indemnify the other and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including the other party's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the other party, arising out of the negligence or willful misconduct of the indemnifying party or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of the parties will survive any termination of this Agreement or completion of parties' performance under this Agreement.
7. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

By: _____

Evonne Pedawi
Contract & Grant Administration

Its: _____

Date: _____

Grand Traverse COUNTY

By: _____

Print name: _____

Its: _____

(title)

Date: _____

Appendix A
Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media applications. We view communication with our constituents through channels such as Facebook, Twitter, and Second Life to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Coordinator. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:

NetRange 35.8.0.0 - 35.9.255.255
CIDR 35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

35.9.15.43 (80) (search.msu.edu)
35.9.160.36 (1935,443) (authentication)
35.8.201.221 & 35.8.201.212 (10020) (ProofPoint)
35.9.83.132 (all) (vpn.msu.edu)
35.9.81.150 (zoom.msu.edu)
35.9.121.189 and 190 (443) (SharePoint)
35.8.200.57 (80 and 443) (SharePoint)
35.9.121.221, 223, and 225 (443) (Exchange)
35.8.200.56 (80 and 443) (Exchange)
35.8.200.2--35.8.200.7 (443 TCP, 3478 UDP, 50,000-59,999 TCP/UDP) (Lync)
35.8.201.200 (443 TCP) (Lync)
35.9.121.238 & 35.9.121.211 (TCP - 80, 443, 445 & TCP/UDP - 135, 137-139, 2701-2704, 49152-65535)
35.8.200.58 (80 and 443) (Lync)
35.9.14.169 (80 and 443) (D2L - Desire to Learn)

The following applications are necessary on all computers – MS Office (preferably 2013, MSUE provides MS licensing), Lync 2013 Client, Acrobat, Zoom Client, SAP client, VPN client, AntiVirus (SEP can be provided by MSUE). (IE 10 or higher, or most recent version of Chrome and Firefox)

Other notable web server/sites IP addresses:

CANR.msu.edu – 35.8.201.199
MSUE.anr.msu.edu – 35.8.201.199
Events.anr.msu.edu – 35.8.200.220
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220
Expression Engine – 35.8.201.215
Web Hosting environment (other ANR websites) – 35.8.201.217
Master Gardener (External) – 128.120.155.54
Extension.org (External) – 152.46.27.147
Msu.zoom.us (External) – 54.165.201.102

Some configuration changes are necessary to support services such as SharePoint, including modifications to Internet Explorer. These can always be found on the ANR Technology web site.

Questions may be directed to support@anr.msu.edu, where they will be routed to the best person to assist you.

RESOLUTION

XX-2018

Michigan State University (MSU) Agreement for Extension Services

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on December 5, 2018, and reviewed request to approve renewal of the annual agreement between MSU Extension and Grand Traverse County; and,

WHEREAS, This agreement reflects the costs for the MSU Extension services that were included in the annual county budget process recently concluded; and,

WHEREAS, The total county assessment payable to MSU for 2019 for the service outlined in the attached agreement is \$96,315.00; and,

NOW THEREFORE BE IT RESOLVED THAT THE Grand Traverse County Board of Commissioners approve the 2019 agreement for services attached, with MSU Extension and authorize the Chair to effectuate the necessary documents to enter into this agreement.

APPROVED: December 5, 2018

RESOLUTION

XX-2018

Land Bank Amended By-Laws and Appointment of Equalization Director

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on December 5, 2018, and reviewed the recommendation from the County Land Bank to amend their by-laws and appoint the Equalization Director to the Land Bank Authority; and,

WHEREAS, the Grand Traverse County Land Bank Authority approved the amendment to their by-laws on November 30, 2018, removing the Planning Director and adding the Equalization Director to their membership; and,

WHEREAS, the Michigan Land Bank Fast Track Authority approved the change of positions in the First Amendment to the Intergovernmental Agreement; and,

WHEREAS, as County Equalization Director, it is therefore recommended that James Baker, be appointed to the Land Bank Authority, effective immediately to the term ending December 31, 2020; and,

NOW, THEREFORE, BE IT RESOLVED THAT, the Grand Traverse County Board of Commissioners approve the amended by-laws for the County's Land Bank Authority and appoint James Baker, Equalization Director, to the Land Bank Authority, effective immediately to the term ending December 31, 2020.

Approved: December 5, 2018



Action Request

Meeting Date:	December 5, 2018		
Department:	Administration	Submitted By:	Chris Cramer
Contact E-Mail:	ccramer@grandtraverse.org	Contact Telephone:	922-4797
Agenda Item Title:	Amended Resolution #194-2018		
Estimated Time:		Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

At the November 21st meeting, the Board approved submission of the 2% grant application for the Fall 2018 Grant Cycle. One application, Reining Liberty Ranch in the amount of \$10,000, was received but omitted from the resolution approved.

Suggested Motion:

Request to ratify amended resolution, #194-2018, with the addition of the Reining Liberty Ranch application.

Financial Information:

Total Cost:		General Fund Cost:		Included in budget:	<input type="radio"/> Yes <input checked="" type="radio"/> No
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If not included in budget, recommended funding source:

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		
Administration: <input type="checkbox"/> Recommended Date: _____		
<u>Miscellaneous:</u>		

Attachments:

Attachment Titles:

AMENDED RESOLUTION

194-2018

Grand Traverse Band of Ottawa & Chippewa Indians
Approval to Submit Grant Applications for Grand Traverse Band 2% Funding

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on November 21, and reviewed applications for Tribal Council Allocation of 2% Funds for submission during the Fall 2018 Grant Cycle, and,

WHEREAS, it is recommended that the following applications be forwarded to the Tribal Council of the Grand Traverse Band of Ottawa and Chippewa Indians for consideration:

Parks & Recreation – Native Marker Tree	\$ 35,000.00
Parks & Recreation – Amphitheater	100,000.00
Veterans Affairs Department	41,000.00
Central Dispatch	45,000.00
GT Pavilions	48,415.00
Conservation Resource Alliance	50,000.00
TART Trails, Inc., Recycle-A-Bicycle	6,000.00
Project Cherry Tree	25,000.00
Women’s Resource Center	25,000.00
Child & Family Services-Safe Haven	25,000.00
Father Fred Foundation	10,000.00
Goodwill Industries	25,000.00
Veterans Housing USA	75,000.00
Reining Liberty Ranch	10,000.00

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS that the applications summarized above will be forwarded to the Grand Traverse Band of Ottawa and Chippewa Indians for consideration for funding from the Tribal Council’s semi-annual 2% distribution as defined in the Stipulation for Entry of Consent Judgment from Tribes v. Engler (Case No. 1:90-CV-611, U.S. District Court, West. Dist. Mich.)

BE IT FURTHER RESOLVED that this Board hereby notifies the Grand Traverse Band of Ottawa and Chippewa Indians that Grand Traverse County can only be the fiscal agent for Tribal grants that are determined to be lawful county expenditures by the County’s Civil Counsel, and that the funds specified by the Tribal Council to be distributed to non-county agencies cannot be distributed until the county has signed agreements from those entities for the services that the Tribal Council has approved.

BE IT FURTHER RESOLVED that if it is determined that funds specified and granted by the Tribal Council are for services that are not lawful county expenditures, or if the County, for whatever reason, does not enter into an agreement with a non-county agency that has been awarded a grant from the Tribal Council, such funds shall be returned to the Tribal Council.

APPROVED: December 5, 2018



Action Request

Meeting Date:	12/5/2018		
Department:	911/Central Dispatch	Submitted By:	Jason Torrey
Contact E-Mail:	jtorey@grandtraverse.org	Contact Telephone:	231 922 4751
Agenda Item Title:	Tyler Technologies Public Safety Software		
Estimated Time:	10 <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

Request to purchase additional public safety software to include Web CAD Monitor and Mobility products. Supporting documentation attached.

Suggested Motion:

Approve the purchase of Tyler Technologies public safety software, as requested, to include Web CAD Monitor and Mobility in the amount of \$31,220.

Financial Information:

Total Cost:	\$31,220.00	General Fund Cost:		Included in budget:	<input type="radio"/> Yes <input type="radio"/> No
-------------	-------------	--------------------	--	---------------------	--

If not included in budget, recommended funding source:

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date: _____


Miscellaneous:

Attachments:

Attachment Titles:

Meeting Date: December 5, 2018

To: Grand Traverse County Board of Commissioners

From: Jason Torrey, 911 Director 

Agenda Item: Tyler Technologies Public Safety Software

While navigating through the Enterprise update to our public safety software, we learned of two new applications available to public safety that would provide increased efficiencies to our processes. These applications are add-on features to our existing public safety software, and would be integrated to existing databases. The proposals are attached for your review.

Quote # 2018-25996: Web CAD Monitoring feature allows web based view only access to real time CAD data. Historically, this has been a difficult to achieve as it required highly secure VPN connections and added CAD licensing, which came with high costs. A web based application will allow for ease of access based on permissions, give real time unit and call status information to other department personnel, and provide a higher level of situational awareness from a tablet, desktop PC, or phone.

Quote # 2018-25998-2: Mobility server software to support Crew Force/Shield Force is a more integrated solution that allows users to receive and communicate directly to CAD during a call for service. Some of the key features include call routing, ability to update status changes from the mobile device, and access to call details including CAD narrative and Emergency Medical Dispatch information.

Together, these proposals provide long awaited solutions for providing more information to our first responder groups that will lead to greater situational awareness, more effective responses, and reduced radio traffic.

Additional benefits include:

- For select services - No need for expensive mobile CAD computers, modems, docking stations, and encrypted wireless security. While these are still very much needed for the patrol division of law enforcement, the costs aren't easily justified for fire/EMS or law enforcement command staff.
- Ease of access to map and unit/call status by using a simple web browser from wherever one has internet connectivity.
- Unlimited user licensing for Web CAD Monitor affords us the opportunity to provide all first responders with these tools, ultimately impacting emergency responses in all areas of Grand Traverse County.
- And of course, whenever we are able to better outfit first responders with information they would regularly need from a 911 dispatcher, it allows my staff to focus on the caller and gather more information relevant to the call and first responder safety concerns.

If approved, we will be able to implement the deployment of these solutions with our upgraded CAD "go live" date scheduled for January 15th, 2019. The proposals provide for the back end server components and software licensing. Each department will be responsible for purchasing individual device licensing and paying for associated maintenance.

This request has the full support of the 911 Board of Directors, and has been vetted out by our IT Department to avoid any technical issues. Pricing is valid until 12/31/18 and does include a 25% customer loyalty discount and 5 free CrewForce licenses.



Date: 10/15/2018
 Quote Expiration: 12/28/2018
 Quote Name: Grand Traverse County - Web CAD Monitor
 Quote Number: 2018-25996
 Quote Description: Web CAD Monitor

Sales Quotation For
 Grand Traverse County
 400 Boardman Ave
 Traverse City, MI 49684
 Phone: 2319224550

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Module Total	Year One Maintenance
Computer Aided Dispatch					
Web CAD Monitor	\$20,000	0	\$0	\$20,000	\$3,360
	<i>Sub-Total:</i>		\$0	\$20,000	\$3,360
	<i>Less Discount:</i>		<u>\$0</u>	<u>\$4,000</u>	<u>\$0</u>
	TOTAL:	0	\$0	\$16,000	\$3,360

Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Web CAD Monitor Installation Fee	1	\$1,160	\$0	\$1,160
	TOTAL:			\$1,160

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$16,000	\$3,360
Total Tyler Services	\$1,160	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$0	\$0
Travel and Living Expenses	\$0	
Summary Total	\$17,160	\$3,360

Tyler Discount Detail

2018-25996 - Web CAD Monitor

CONFIDENTIAL

1 of 4

Description	License	License Discount	License Net	Maintenance
Computer Aided Dispatch				
Web CAD Monitor	\$20,000	\$4,000	\$16,000	\$3,360
<i>Sub-Total:</i>	\$20,000	\$4,000	\$16,000	\$3,360
	\$20,000	\$4,000	\$16,000	\$3,360

The Software, Services, and Hardware, as applicable, that are itemized above, are hereby added to your existing agreement with Tyler. These fees will be invoiced to you in full upon receipt of your signed quote. Travel expenses shall be invoiced as applicable. The terms and conditions of your agreement will otherwise control.

Customer Approval:

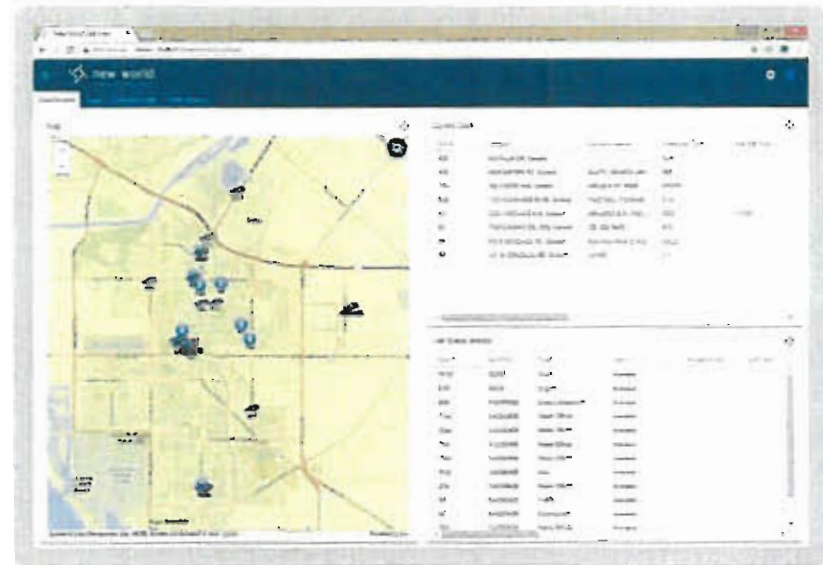
Date:

Print Name:

P.O.#:

CAD Web Monitor

- CAD Status Available Anywhere
- Easily View Your Map, Calls, and Units
- Simple Information with Rich Drilldown
- Display on the wall, at your desk, or on your phone and tablet



New World Cad View

Not secure | https://thor11.NewWorldCadView/

new world

Dashboard | Map | Current Calls | Unit Status | 63

CFS 63 415

Nature of Call
 Caller Name
 Caller Phone
 Caller Taker
 Priority 3
 Created 06/26/2018 14:26:13
 Arrived
 Cleared

Ext.
 Report Required
 Dispatched
 Fire Controlled

Address: 1500 CAMINO DEL SOL, Oxnard
 Common Name: DEL SOL PARK
 Cross Streets: COLONIA RD, SARA DR / N ROSE AV
 Custom Layer
 Name: Oxnard
 District: Fire On
 Police On
 Fire On
 EMS On

City of Oxnard, Elm, HERE, Garmin, USGS, Bureau of Land Management, E... Powered by Esri.

Narratives:

Date	Narrative	Last Name	First Name	Unit Number	Machine	Type
06/26/2018 14:27:45	Drinking in the parking lot	mas			THORC1	1
06/26/2018 14:27:52	late model chevy malibu	mas			THORC1	1

Call Logs

Date	Action	Description	First Name	Last Name	Machine
06/26/2018 14:27:54	Narrative Added	late model chevy malibu	mas		THORC1
06/26/2018 14:27:47	Narrative Added	Drinking in the parking lot	mas		THORC1
06/26/2018 14:27:16	Call Type	Police Call Type Changed From 245 To ...	mas		THORC1
06/26/2018 14:26:53	Call Type	Police Call Type Changed From <NEW ...	mas		THORC1
06/26/2018 14:26:28	Alert Retrieval	Alerts Were Successfully Gathered For...	Text		THORC1
06/26/2018 14:26:25	Address Verified	Call Location Changed from Unverified ...	mas		THORC1
06/26/2018 14:26:25	Location	Call Location Changed from <UNKNOWN>...	mas		THORC1
06/26/2018 14:26:18	Call Created	New call created. Call Type: <NEW CAL...	mas		THORC1

2:10 PM
 Wednesday
 6/27/2018

New World Call View

Not secure: http://190.171.1.1/NewWorld/CallView/

new world

Dashboard | Map | Current Calls | Unit Status

Map

Current Calls

Unit #	Location	Fire Call Type	Creation Name	Status	Unit
808	1725 N OSWALD BLVD, Oxnard		TACO BELL N OXNA...	In Progress	515
23	2300 WINEYARD AVE, Oxnard	EVENT	WALSBURG N VINEY...	In Progress	004
42	1500 CAMINO DEL SOL, Oxnard		DEL SOL PARK	In Progress	415
54	600 E GONZALES RD, Oxnard		FACHICA HIGH SCHO...	In Progress	148
45	261 W GONZALES RD, Oxnard		LOWES	In Progress	215
214	4200 SIVERS RD, Oxnard		SOUTH OSWALD DR...	Just Occurred	390
794	185 S ROSE AVE, Oxnard		CIRCLE K 157 ROSE	Just Occurred	442
101	100 PALM DR, Oxnard			Routing	101

Unit Status Monitor

Unit #	Unit Call	Type	Status	Assigned Call	Call Type
101	CALL0000	Power Officer	On Duty	101	200
1342	CALL0040	Patrol Officer	Available		
124	CALL0040	Patrol Officer	Available		
44	CALL0040	Patrol Officer	Available		
442	CALL0040	Patrol Officer	Available		
214	CALL0040	Patrol Officer	Unavailable	101	200
214	CALL0040	Patrol Officer	Available		
2242	CALL0040	Patrol Officer	Available		
244	CALL0040	Patrol Officer	Code 3 En		
101	CALL0040	IBU	Available		
101	CALL0040	Patrol Officer	Code 3 En		

8:19 PM
Wednesday
8/21/2018

https://190.171.1.1/NewWorld/CallView/



Date: 10/23/2018
 Quote Expiration: 12/31/2018
 Quote Name: Grand Traverse County, MI Mobility
 Quote Number: 2018-25998-2
 Quote Description: Add CrewForce to Existing Mobile Customer

Sales Quotation For
 Grand Traverse County
 400 Boardman Ave
 Traverse City, MI 49686-3349
 Phone: 2319224550

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Module Total	Year One Maintenance
Mobile					
New World Mobility Server	\$10,000	0	\$0	\$10,000	\$2,100
CrewForce - Fire Dispatch with Advanced Mapping (5)	\$2,375	0	\$0	\$2,375	\$0
<i>Sub-Total:</i>	\$12,375		\$0	\$12,375	\$2,100
<i>Less Discount:</i>	<u>\$2,375</u>		<u>\$0</u>	<u>\$2,375</u>	<u>\$0</u>
TOTAL:	\$10,000	0	\$0	\$10,000	\$2,100

Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Upgrade Mobile Environment to include Mobility	1	\$4,060	\$0	\$4,060
TOTAL:				\$4,060

Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Total Price	Unit Maintenance	Year One Maintenance
Mobility Hosting Fee	1	\$0	\$0	\$3,000	\$3,000
<i>3rd Party Hardware Sub-Total:</i>			\$0		\$0
<i>3rd Party Software Sub-Total:</i>			\$0		\$3,000
TOTAL:			\$0		\$3,000

Summary

Total Tyler Software

One Time Fees

\$10,000

Recurring Fees

\$2,100

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$4,060	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$0	\$3,000
Travel and Living Expenses	\$0	
Summary Total	\$14,060	\$5,100

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance
Mobile				
New World Mobility Server	\$10,000	\$0	\$10,000	\$2,100
CrewForce - Fire Dispatch with Advanced Mapping	\$2,375	\$2,375	\$0	\$0
<i>Sub-Total:</i>	\$12,375	\$2,375	\$10,000	\$2,100
	\$12,375	\$2,375	\$10,000	\$2,100

The Software, Services, and Hardware, as applicable, that are itemized above, are hereby added to your existing agreement with Tyler. These fees will be invoiced to you in full upon receipt of your signed quote. Travel expenses shall be invoiced as applicable. The terms and conditions of your agreement will otherwise control.

Customer Approval:

Date:

Print Name: _____

P.O.#: _____

CrewForce for iPad/iPhone



- CrewForce extends the strong CAD dispatch workflow from Fire Mobile
- Designed to go anywhere, not just in the vehicle
- CrewForce specializes in tools to take you to and prepare you for the call

9:41 AM 100%

18767 HALL RD
 Macomb Township

FIRE GRASS 3

ETA **13:35** 25 MIN 17.0 MILES

Current
 Head north toward Crooks Rd

0 feet

Turn left toward Crooks Rd
 0.1 miles

Turn right onto Crooks Rd - Pass by Burger King (on the left)

18767 HALL RD

19960 John Smith is responding from home

5712 The fire appears to be out

3142 There appears to be out

1725 Hello Laramie

STATUS ROLE MESSAGES WIDGETS SETTINGS

RESOLUTION

XX-2018

Tyler Technologies Public Safety Software

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on December 5, 2018, and reviewed request to approve purchase additional public safety software to include Web CAD Monitor and Mobility products; and,

WHEREAS, while navigating through the Enterprise software update, Central Dispatch learned of additional applications that would provide increased efficiencies to their processes; and,

WHEREAS, The total cost of these additions would be \$31,220 and if approved, could be implemented with a “go live” date of January 15th, 2019; and,

WHEREAS, This request has the full support of the 911 Board of Directors and has been vetted by our IT Department to avoid any technical issues; and,

NOW THEREFORE BE IT RESOLVED THAT THE Grand Traverse County Board of Commissioners approve the purchase of additional public safety software to include Web Dad Monitor and Mobility products.

BE IT FURTHER RESOLVED THAT, the Board of Commissioners authorizes the Board Chair and/or County Administrator to effectuate the necessary documents to implement the Board authorized action.

APPROVED: December 5, 2018



Action Request

Meeting Date:	December 5, 2018		
Department:	Drain Commission	Submitted By:	Steve Largent
Contact E-Mail:	slargent@grandtraverse.org	Contact Telephone:	(231) 922-4807
Agenda Item Title:	Cass Road Drain Advance - Miller Creek Property Purchase		
Estimated Time:	10 Minutes <small>(in minutes)</small>	Laptop Presentation:	<input checked="" type="radio"/> Yes <input type="radio"/> No

Summary of Request:

Seeking County Board approval for the advance of necessary funding to purchase approximately 9.75 acres off Cass Road that will eliminate the need and cost of a culvert replacement on the subject parcel and will allow for the creation of a bypass channel on this same parcel. Cost of the parcel is \$50,000 plus closing costs (est. \$3,000-\$5,000) and will be applied to the County's "at large" assessment which is in the 2019 approved budget.

Garfield Township 2018 SEV \$110,00. October 2018 appraised value: \$55,000.

The Cass Road Drainage District stormwater project is expected to go to out for bids in January 2019. One of the main issues is water from Miller Creek during high flow events overtops the streambank and flows northward behind the businesses causing flooding problem. This happened as recently as November 2018 causing tens of thousands of dollars in damage to the local businesses. A solution to this problem is creating a bypass channel slightly above the bank full elevation that will handle the excess water and bypass the problem area. In addition, we will eliminate the cost of replacing an undersized culvert on this property with an estimated cost of \$30,000.

County Administration has been kept fully informed and supports the proposed purchase.

Suggested Motion:

Approve purchase of the Miller Creek parcel as part of the Cass Road Drainage District for an amount not to exceed \$55,000.

Financial Information:

Total Cost: \$55,000	General Fund Cost: 55,000	Included in budget: <input checked="" type="radio"/> Yes <input type="radio"/> No
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If not included in budget, recommended funding source:

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date: _____

Miscellaneous:

Attachments:

Attachment Titles:

Parcel 05-022-007-60

Grand Traverse County Property Information 2018

Parcel: 05-022-007-60

Jurisdiction: Garfield Township

Owner Name: STUFF IT STORAGE

Property Address: CASS RD
TRAVERSE CITY, MI 49684-8840

Mailing Address: 2620 CASS RD
TRAVERSE CITY, MI 49684

2018 Property Information

Current Taxable Value: \$110,100

School District: 28010

Current Assessment: \$110,100

Current S.E.V.: \$110,100

Current P.R.E.*: 0%

* This percentage may pertain to exemptions other than the Principal Residence Exemption.

Current Property Class: 201 - Commercial - Improved

Tax Information

Taxable Year	Summer Tax Amount	Winter Tax Amount
2017	\$5,467.75	\$1,312.01
2016	\$5,431.86	\$1,328.93

Delinquent Tax Information

For current delinquent tax information or to pay your delinquent taxes online, [CLICK HERE](#) and you will be redirected to a third party site.

Property Sale Information

Sale information is not available for this property

Tax Description

COM CTR 1/4 POST SEC 22 T27N R11W TH N 87DEG 56'40"W 658.91' TH N 01DEG 53'54"E 706.55' TH S 87DEG 50'30"E 234.49' TH SELY ALG CTR OF MILLER CREEK TO A PT 533.37' N & 201.38' W OF POB TH S 87DEG 50'30"E 201.38' TH S 01DEG 53'20"W 533.37' TO POB CONTAINS 9.456 AC SPLIT/COMBINED ON 12/22/2015 FROM 05-022-007-60 & 05-022-007-435;



RESOLUTION

XX-2018

Cass Road Drain Advance – Miller Creek Property Purchase

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on December 5, 2018, and reviewed request from the County Drain Commissioner to approve purchase of the Miller Creek parcel as part of the Cass Road Drainage District for an amount not to exceed \$55,000; and,

WHEREAS, approximately 9.75 acres off of Cass Road is available for purchase and would eliminate the need and cost of a culvert replacement as well as allow for the creation of a bypass channel on the Cass Road Drain Project; and,

WHEREAS, Cost of the parcel is \$50,000 plus closing costs and will be applied to the County's at large assessment which is in the 2019 approved budget; and,

NOW THEREFORE BE IT RESOLVED THAT THE Grand Traverse County Board of Commissioners approve the purchase of the Miller Creek parcel identified as part of the Cass Road Drainage District for an amount not to exceed \$55,000.

BE IT FURTHER RESOLVED THAT, the Board of Commissioners authorizes the Board Chair and/or County Administrator to effectuate the necessary documents to implement the Board authorized action.

APPROVED: December 5, 2018



Action Request

Meeting Date:	December 5, 2018		
Department:	Finance	Submitted By:	Dean Bott
Contact E-Mail:	dbott@grandtraverse.org	Contact Telephone:	231-922-4680
Agenda Item Title:	2019 Vehicle Purchases		
Estimated Time:	5 minutes or more <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

The 2019 Budget includes several vehicle request including vehicles for the Sheriff's Office, Facilities Management and the Equalization Department. We are asking for consideration and authorization to order the vehicles for the Sheriff's Offices and Facilities Management now due to the time required from order placement to vehicle delivery. Vehicles ordered in 2018 will no be received until 2019. The required time from order date to delivery date can range from two to six months. The Budget information presented in October indicated that we were working to identify funds in the 2018 budget to purchase four vehicles for the Sheriff's Office and two vehicles for facilities in addition to the funds that were approved for 2019. The funds have been identified in the 2018 budget to fund the additional vehicles for the Sheriff's Office and Facilities Management.

Funds were also included in 2019 for the purchase of a used vehicle for the Equalization Department. We are currently using a Sheriff's Office Crown Victoria as the second vehicle used by the department but have an immediate need to look for a second reliable vehicle as soon as possible.

Suggested Motion:

Request authorization to order vehicles for Sheriff's Office and Facilities Management as identified in attached bids and authorization to seek bids and authorize potential purchase of a reliable used vehicle for Equalization.

Financial Information:

Total Cost:	General Fund Cost:	Included in budget:	<input type="radio"/> Yes <input checked="" type="radio"/> No
-------------	--------------------	---------------------	---

If not included in budget, recommended funding source:

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		
Administration: <input type="checkbox"/> Recommended	Date:	
<u>Miscellaneous:</u>		

Attachments:

Attachment Titles:

RESOLUTION
XX-2018
2018-2019 Vehicle Purchases

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on December 5, 2018, and reviewed requests for authorization to move forward with vehicle purchases as requested for the Sheriff's Office, Facilities Management and Equalization Department as identified; and,

WHEREAS, Funding has been identified in the 2018 and/or approved in the 2019 budget for these purchase and bids were sought; and,

WHEREAS, Facilities Management requested a total of 4 vehicles in the 2018 & 2019 budgets and is seeking approval to purchase 4 – Ford F-250 trucks from Fox Grand Traverse at a cost of \$29,800 each; and,

WHEREAS, the Sheriff's Office requested a total of 9 vehicles in the 2018 & 2019 budgets and is seeking approval to purchase 9 – 2019 AWD Dodge Chargers from Bill Marsh Chrysler Jeep Dodge Ram for the total cost of \$224,064; and,

WHEREAS, both local bids above fall within the 5% local vendor preference as outlined in the Grand Traverse County Purchasing Policy; and,

WHEREAS, the Equalization Department is currently using a Sheriff's Office Crown Victoria as their 2nd vehicle but need to seek bids and purchase a reliable used vehicle with potential purchase in 2018; and,

NOW THEREFORE BE IT RESOLVED THAT THE Grand Traverse County Board of Commissioners approve the purchase of vehicles as identified above.

BE IT FURTHER RESOLVED THAT, the Board of Commissioners authorizes the Board Chair and/or County Administrator to effectuate the necessary documents to implement the Board authorized action.

APPROVED: December 5, 2018

Facility Vehicle Bid Summary

Ford F-250 with options to deliver the best working value to Facilities Technicians

<u>Dealer</u>	<u>Bid</u>	<u>Remarks</u>
LaFontaine Ford	\$ 29,252.36	MIDEAL
Signature Ford	\$ 29,684.00	MIBID
Jorgenson Ford	\$ 29,738.00	MIBID
Fox Grand Traverse	\$ 29,800.00	MIBID
Bill Marsh	\$ 31,258.78	MIBID

Although Lafontaine Ford has the lowest bid I recommend the local low bid from Fox Grand Traverse for a quantity of 4 trucks. Price difference is \$547.64 per vehicle. This amount is well within the 5% allowance for Local bidders. Signature and Jorgenson Ford are from the Lansing area. The process followed County policy with MITN bid and then a review of offerings on MIDEAL In researching the vehicles I also looked at GMC and Dodge comparable trucks. The cost was 2-4% more than the Ford line of trucks. We also have Ford 1 ton plow and salting vehicles and the local dealer service has been good, so the price and service package will be of strong benefit for long term care and maintenance of our vehicle fleet.

Options needed are highlighted Yellow

2019 F-250 Reg. Cab, SuperCab, Crew Cab Major Standard Equipment

MECHANICAL

- Brakes – Four-Wheel Disc Anti-lock Brake System
- Engine 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel)
- Fuel Tanks
 - 29 Gallon (Diesel Engine) — 142" or 148" Wheelbase
 - 34 Gallon (Diesel Engine) — 160" or 164" Wheelbase
 - 34 Gallon (Gas Engine) — NA 176" Wheelbase
 - 48 Gallon (Gas and Diesel Engine) — 176" Wheelbase
- TorqShift-G six-speed automatic w/SelectShift®

EXTERIOR

- Bumpers – front & rear, black painted
- Doors
 - Two (Regular Cab only)
 - Four (SuperCab/Crew Cab only)
- Fender vents – front
- Front License Plate Bracket
- Glass – solar-tinted
- Grille – black painted
- Handles – door & tailgate, black
- Jack
 - 2-Ton mechanical (250/350 SRW)
- Lamps – pickup box and cargo area
- Moldings – tailgate and box-rail
- Tailgate – Removable w/key lock & Tailgate Lift Assist
- "Three-Blink" lane change signal
- Tow hooks – front, two (2)
- Trailer Sway Control
- Trailer Tow Package – 7-wire harness w/relays & 7/4 pin connector
- Tires–LT245/75Rx17E BSW A/S (5)
- Wheels F-250/F-350 SRW – 17" Argent Painted Steel w/painted hub covers/center ornaments
 - Spare tire, wheel, lock & carrier
- Windshield wipers – intermittent

INTERIOR/COMFORT

- 2.3" Productivity Screen in IP Cluster
- Air conditioning – manual, single zone
- Cabin Air Particulate Filter
- Convenience
 - Coat hooks – LH/RH color-coordinated
 - Dash top tray
 - Dome Lamp – LH/RH door activated & I/P switch operated w/delay

- Handles, grab – driver & front-passenger
- Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
- Map lights – dual (front and rear w/Crew Cab)
- Powerpoint, auxiliary
- Door-trim – armrest/grab handle & reflector
- Floor covering – Black, full length vinyl
- Headliner – color-coordinated cloth
- Hood release
- Horn – dual electric
- Instrumentation – Multi-function switch message center w/Ice Blue® Lighting
- Instrument panel – color-coordinated w/dual glove box, 4 air registers w/positive shut off, powerpoint
- Instrumentation – Multi-function switch message center w/Ice Blue® Lighting
- Mirror – rearview 11.5" day/night
- Outside Temperature Display
- Overhead console w/dual storage bins and map lights (NA Regular Cab)
- Powerpoint – auxiliary two (2) in instrument panel
- Scuff plates – front, color-coordinated
- Seats – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver's side), front center-seat w/integrated restraint
- Steering – power
- Steering – damper
- Steering wheel – black vinyl with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror
- Window – Rear, fixed
- Windshield Wipers – intermittent

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control)
- Airbags
- Driver and Passenger frontal and side airbag/curtain
- Passenger side airbag deactivation switch
- Belt-Minder® (front safety belt reminder)
- chime & flashing warning light on I/P if belts not buckled
- Child tethers (Regular Cab, front-passenger and all rear-seating positions)
- Center High-mounted Stop Lamp (CHMSL)
- Driver and passenger frontal and side airbag/curtain; passenger side deactivation Switch
- Headlamps – Quad beam jewel effect halogen
- Individual Tire Pressure Monitoring System
- Mirrors – manually telescoping two-way fold trailer tow with manual glass
- Safety belts – w/height adjustment D-ring
- Safety Canopy® System
- SecuriLock® Passive Anti-Theft System; includes MyKey® owner controls feature (PATS)
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control
- Underhood service light

DRIVER ASSIST

- AutoLamp (Auto On/Off Headlamps) with Rainlamp Wiper Activated Headlamps
- Hill Start Assist
- Rear View Camera

FUNCTIONAL

- Audio – AM/FM stereo (speakers; four (4) w/Reg. Cab, six (6) w/Super and Crew Cabs)
- Axle
 - Twin I-beam front axle w/coil spring suspension (narrow front track) – 4x2 (F-250 and F-350)
 - Mono-beam front axle w/coil spring suspension (narrow front track) – 4x4 (F-250 and F-350)
 - Rear – Non-Limited-Slip (F-250/F-350)
- Battery
 - Gas engine – 650-CCA, 72-AH (XL only)
 - Diesel engine – 750-CCA, 78-AH, dual (6.7L Power Stroke® Diesel engine)
- Electronic Shift on the fly 4x4
- Heavy-Duty Alternator (157 AMP)
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Oil minder system (6.2L Gas engine)
- Shock absorbers – heavy-duty gas
- Stabilizer bar – front

F-250 Page Two

ab 8 Ft. Box, 142”WB, 10000# GVWR
 [] Base Price 4x4 (F2B/600a), (T.6)

Available Standard Options

- [] Engine Block Heater
- [] Seats, 40/20/40 Split Bench Cloth
- [] Tires, LT245/75Rx17E All-Terrain (5)
- [] Power Windows, Locks, Heated Mirrors, and Remote Keyless Entry
- [] Extra-Extra Heavy Duty Alt
- [] 110V/400W Outlet
- [] Trailer Brake Controller
- [] Cab Steps Molded Black
- [] Privacy Glass wi
- [] Upfitter Switches (6) located in overhead console)
- [] Snow Plow Prep Package(N/A with 67H)
- [] SYNC 3 with Ultimate Trailer Tow Camera System

Option

- 41H
 - 1S
 - TBM
 - 90L/54K
 - 67E
 - 43C
 - 52B
 - 18B
 - 43B/924
 - 66S
 - 473
 - 913/585/874
- (Requires Power Equipment Group 90L/54K)**
- X3_
 - 85S
 - 61N

Colors for F-250

Exterior Colors
Oxford White

Inter

[Z1]



Date: **10/17/2018 12:15:14 PM**
 Salesperson:
 Manager: **Ryan Vandevenne**

FOR INTERNAL USE ONLY

BUSINESS NAME Grand Traverse County Home Phone: _____
CONTACT _____

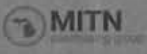
Address : _____ Work Phone: _____
 E-Mail : _____ Cell Phone: _____

VEHICLE
 Stock # : _____ New / Used : **New** VIN : _____ Mileage : **0**
 Vehicle : **2019 F-250 SuperDuty SRW Gas** Color : **Oxford White**
 Type : _____

TRADE IN
 Payoff : _____ VIN : _____ Mileage : _____
 Vehicle : _____ Color : _____
 Type : _____

Selling Price	42,370.00
Discount	13,342.64
Adjusted Price	29,027.36
Total Purchase	29,027.36
Trade Allowance	
Trade Difference	
Doc Fee	210.00
Non Tax Fees	15.00
Trade Payoff	
Cash Deposit	
Balance	29,252.36

Customer Approval: _____ Management Approval: _____
 By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



SOLICITATIONS VENDORS REPORTS LEGACY SYSTEM

Jorgensen Ford Sales Inc.

Organization Number: 556729
 County/Region: Wayne County
 Registration Date: 06/10/2017
 Status: Active

Org Working Categories Contacts Bids

Solicitation Number: _____
 Closing Date: _____
 Bid Status: Submitted & No Bid - St
 Awarded Bids:

Search Summary

Total bid sent: 1
 Compliant Bid: 1
 Total Award: 0

1 result found

Sol Number	Title
Facilities Vehicles	Facilities Plow Trucks

1 result found

JORGENSEN FORD SALES INC. (556729)

Organization Attributes

Main Contact Bill McCarthy	Email bill_mccc
Phone 313-584-2250	ext. 3115
Address 8333 Michigan Ave. Detroit, Michigan, 48210 United States	Fax 313-584-
	Document Download Complete

Bid Submission Information

Submission date 10/16/2018 01:11 PM EDT
Submitted By W.J.McCarthy
Confirmation No 0000026741

Bid Documents List

File Name
Bid Documents - Bid Documents (Optional)

Pricing

Bid Amount \$29,736.00

Results per page: 25 50 100

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Powered by Mediagrit
MEDIACRIF



Preview Order 4401 - F2B 4x4 Reg Cab SRW: Order Summary Time of Preview: 10/05/2018 11:49:23

Dealership Name: Bill Marsh Ford Sales Code: F48645

Dealer Rep.	w-davis1	Type	Retail	Vehicle Line	Superduty	Order Code	4401
Customer Name	G Traverse	Priority Code	19	Model Year	2019	Price Level	930

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 STYLESIDE PICKUP/142	\$35945	BACKGLASS DEFROST	\$60
142 INCH WHEELBASE	\$0	110V/400W OUTLET	\$0
OXFORD WHITE	\$0	SNOW PLOW PACKAGE	\$185
CLOTH 40/20/40 SEAT	\$100	SPARE TIRE AND WHEEL	\$0
MEDIUM EARTH GRAY	\$0	TRAILER BRAKE CONTROLLER	\$0
PREFERRED EQUIPMENT PKG.600A	\$0	TELESCPNG TT MIRR-POWR/HTD	\$0
.XL TRIM	\$0	JACK	\$0
.TRAILER TOWING PACKAGE	\$0	EXTRA HEAVY DUTY ALTERNATOR	\$0
AIR CONDITIONING -- CFC FREE	\$0	REMOTE START SYSTEM	\$250
.6.2L EFI V-8 ENGINE	\$0	TAILGATE STEP	\$375
6-SPEED AUTOMATIC TRANS G	\$0	ULTIMATE TRAILER TOW CAMERA	\$710
LT245/75R17E BSW ALL-TERRAIN	\$165	SYNC 3 VOICE ACTIVATED SYSTEMS	\$450
3.73 RATIO REGULAR AXLE	\$0	PRIVACY GLASS	\$0
POWER EQUIPMENT GROUP	\$915	XL VALUE PACKAGE	\$1000
JOB #1 ORDER	\$0	.CRUISE CONTROL	\$0
XL DECOR PACKAGE	\$0	.AM/FM STEREO MP3/CLK	\$0
PLATFORM RUNNING BOARDS	\$320	FUEL CHARGE	\$0
10000# GVWR PACKAGE	\$0	PRICED DORA	\$0
\$0 STATE EMISSIONS	\$0	DESTINATION & DELIVERY	\$1495

TOTAL BASE AND OPTIONS		MSRP	
DISCOUNTS		\$41970	
TOTAL		NA	
		\$41970	

$$\begin{array}{r}
 39,523.78 \\
 210 \\
 \hline
 39,748.78 \\
 8490 \\
 \hline
 \$31,258.78
 \end{array}$$

31,258.78

Customer Name: Grand Traverse County

Customer Email: JBERRY@GrandTraverse.org
Customer Phone: 231-922-4401

BILL MARSH

408 M-72 West
Kalkaska, MI 49646

Bill Davis
New & Used
Sales Consultant

Phone: 231.258.5016
Fax: 231.258.4192
Cell: 231.384.0040
Toll: 800.968.9192

bdavis@billmarsh.com

Customer Signature

Date

nection.com/sams/wbdn/ien

10/5/2018



DEREK BEAUCHAMP
NEW & USED VEHICLE SALES CONSULTANT

3464 NORTH US-31 SOUTH • TRAVERSE CITY, MI 49684
PHONE 231.929.6525 • FAX 231.929.6549
MOBILE 231.642.6387
www.foxgrandtraverse.com • dbeauchamp@foxmotors.com

VIRTC1DP PEL 14 0917 **FIN**

FILE ORDER CONFIRMATION

10/17/18 09:07:53

119 F-SERIES SD
! Ord FIN: QE424 Order Type: 5B Price Level: 930
GRAND TRAVERS PO Number:

Dealer: F48644

Page: 1 of 2

		RETAIL
F2B	F250 4X4 SD R/C	\$35945
	142" WHEELBASE	
Z1	OXFORD WHITE	
1	CLTH 40/20/40	100
5	MEDIUM EARTH GR	
600A	PREF EQUIP PKG	
	.XL TRIM	
	.TRAILER TOW PKG	
572	.AIR CONDITIONER	NC
996	.6.2L EFI V8 ENG	NC
445	6-SPD AUTOMATIC	NC
TBM	LT245 BSW AT 17	165
X3E	3.73 ELCKING	390
90L	PWR EQUIP GROUP	915
	JOB #1 BUILD	

		RETAIL
18B	PLAT RUNNING BD	\$320
	10000# GVWR PKG	
425	50 STATE EMISS	NC
43B	BACKGLASS DEF	60
43C	110V/400W OUTLT	NC
473	SNOW PLOW PKG	185
512	SPARE TIRE/WHL2	NC
52B	BRAKE CONTROLLR	NC

TOTAL BASE AND OPTIONS 42370
TOTAL 42370

THIS IS NOT AN INVOICE

* MORE ORDER INFO NEXT PAGE *

F8=Next
F3/F12=Veh Ord Menu

F1=Help
F4=Submit
F2=Return to Order
F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC09668

V1DP0065

2,6

TRuck Bid
\$ 29800 00

[GO TO HOMEPAGE](#)

[SOLICITATIONS](#)

[VENDORS](#)

[REPORTS](#)

[LEGACY SYSTEM](#)

HELP (OPENS IN A NEW WINDOW)

Organization Number

556412

County/Region

Shiawassee County

Website

www.signaturefordfleet.com

Registration Date

6/10/2017

Status

Active

Address

1960 E Main Street

Owosso, Michigan, 48867

United States

Phone

888-923-5338 ext. 226

Fax

517-625-5832

Email

bcampbell@signatureautogroup.com

[Org](#)

[Working Categories](#)

[Contacts](#)

[Bids](#)

[History](#)

[Downloads](#)

[Notifications](#)

Solicitation Number

Title

Closing Date

Bid Submission Date

Bid Status

Confirmation No.

Awarded Bids

[lear](#)

Search Summary

Total bid sent

2

Compliant Bid

2

Total Award

0

Total no bid sent

0

Non-Compliant Bid

0

Awarded amount

\$0.00

2 results found

1

Results per page: 25 [50](#) [100](#)

Sol.Numb er	Title	Closing Date (Time Remainin g)	Bid Status	Submissio n Date	Awarded	Action
Jan-18	Home Chore 3/4 Ton Truck w/ Plow	01/19/20 18 02:00 PM EST (0h 0m 0s)	Submitted	01/17/20 18 04:32 PM EST	No	View Bid
Facilities Vehicles	Facilities Plow Trucks	10/19/20 18 02:00 PM EDT (0h 0m 0s)	Submitted	10/18/20 18 01:27 PM EDT	No	View Bid

2 results found

1

Results per page: 25 [50](#) [100](#)

[IOUS PAGE](#)

SIGNATURE FORD, LINCOLN, MERCURY, JEEP (556412)Close

Organization Attributes

Main Contact

William J. Campbell Jr.

Phone

888-923-5338

ext.

226

Address

1960 E Main Street

Owosso, Michigan, 48867

United States

Email

bcampbell@signatureautogroup.com

Fax

517-625-5832

Document Download

Complete

Bid Submission Information

Submission date

10/18/2018 01:27 PM EDT

Submitted By

William J Campbell Jr

Confirmation No

28928

Bid Documents List

File Name	Size	Upload Time
Bid Documents - Bid Documents (Optional)		

Pricing

Bid Amount

\$59,368.00 was for 2 vehicles \$29,684.00 per vehicle

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Action Request



Meeting Date:	12/5/18		
Department:	GTSO	Submitted By:	Chris Clark
Contact E-Mail:	cclark@gtsheriff.org	Contact Telephone:	995-5045
Agenda Item Title:	2019 Dodge Charger Purchases		
Estimated Time:	10 <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

The Grand Traverse County Sheriff's Office submitted a request for bids via BidNet and direct mailed nine packets to area Dodge dealerships for 2019 AWD Dodge Chargers. Those bids were due to us on November 28, 2018. At the bid deadline, we had received one bid.

The only vendor we received a bid from was Bill Marsh, Traverse City, who we have worked with and have had excellent customer service from in the past. The cost per 2019 Dodge Charger is as follows:

MiDeal (LaFontaine Chrysler Dodge Jeep Ram): \$24,297
 Bill Marsh Chrysler Dodge Jeep Ram: \$24,896

These bids are for the purchase of nine (9) 2019 AWD Dodge Chargers for which the funds have been identified in the 2018 and 2019 budgets.

Suggested Motion:

The Grand Traverse County Sheriff's Office is requesting the Grand Traverse County Board of Commissioners allow us to proceed with the purchase of nine (9) 2019 AWD Dodge Chargers from Bill Marsh Chrysler Jeep Dodge Ram for the total cost of \$224,064. The Bill Marsh bid falls within the 5% local vendor preference as outlined in Grand Traverse County's purchasing policy.

Financial Information:

Total Cost:	\$224,064.00	General Fund Cost:		Included in budget:	<input checked="" type="radio"/> Yes <input type="radio"/> No
-------------	--------------	--------------------	--	---------------------	---

If not included in budget, recommended funding source:

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date: _____

Miscellaneous:

Attachments:

Attachment Titles:



Action Request

Meeting Date:	12/05/2018		
Department:	Facilities	Submitted By:	Joe Berry
Contact E-Mail:	jberry@grandtraverse.org	Contact Telephone:	922-4401
Agenda Item Title:	HOJ Boiler		
Estimated Time:	10 <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

Replacement of HOJ boiler for new High efficiency (96%) unit. Current unit is in need for upgrades to the controls amounting to over 50% of a new boiler. Current boiler has an 80% efficiency rating. Funds will be part of the CIP budget. Bids were received from posting on MITN dated 10/18/18. Replacement boiler has been spec'ed out by Nealis Engineering as a direct replacement unit.

Suggested Motion:

Approval to purchase new Lochinvar boiler from Sheren Plumbing and Heating in the amount of \$31,726.00

Financial Information:

Total Cost:	\$31,726.00	General Fund Cost:	Included in budget: <input checked="" type="radio"/> Yes <input type="radio"/> No
-------------	-------------	--------------------	---

If not included in budget, recommended funding source:

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date: _____

Miscellaneous:

Attachments:

Attachment Titles:

RESOLUTION
XX-2018
Hall of Justice Boiler Replacement

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on December 5, 2018, and reviewed request to approve the purchase of a new Lochinar boiler from Sheren Plumbing and Heating in the amount of \$31,726; and,

WHEREAS, Replacement of the Hall of Justice boiler for a new high efficiency (96%) unit is recommended as the upgrades to the existing unit would amount to over 50% of the new boiler; and,

WHEREAS, Bids were sought through MITN and funding will be part of the CIP budget; and,

NOW THEREFORE BE IT RESOLVED THAT THE Grand Traverse County Board of Commissioners approve the purchase of a new high efficiency boiler for the Hall of Justice from Sheren Plumbing and Heating in the amount of \$31,726.00.

BE IT FURTHER RESOLVED THAT, the Board of Commissioners authorizes the Board Chair and/or County Administrator to effectuate the necessary documents to implement the Board authorized action.

APPROVED: December 5, 2018



PROPOSAL

3801 Rennie School Rd
Traverse City, MI 49684
231-943-7916 phone
231-943-9907 fax

Grand Traverse County
1207 W Civic Center Dr
Traverse City MI
ATT: Joe Berry

Date: 10-19-18

Job: Hall of Justice boiler

1 OF 1

HVAC

(1) Lochinvar Crest boiler FBN1501

Total \$ 31,726.00

****NO ASBESTOS OR LEAD PAINT TESTING OR ABATEMENT IN BID****

****ALL POWER & CONTROL WIRING OF EQUIPMENT MUST BE PERFORMED BY STATE LICENSED ELECTRICIAN-SHEREN PLUMBING & HEATING DOES NOT PROVIDE THIS****

We Propose hereby to furnish material and labor - complete in accordance with the above specification, for the sum of: _____ Dollars \$

Payment to be made as follows: Payment due upon receipt of invoice. Liens are filed after 60 days. After 30 days 2% per month late charge
If the Contractor makes payments to Sheren contingent upon payment from the Owner, then the Owner shall allow Sheren to examine and assess financial records, credit reports, and other financial documents of the Owner's to determine their credit worthiness. Payment to Sheren shall only be withheld by the Contractor if there exists a dispute between the Owner and Sheren regarding work performed. Disputes between the Contractor and Sheren or between the Contractor and other Subcontractors shall not be reason for non-payment. Retention may only be held at the end of a project if Sheren is deemed responsible for issues causing a delay in the closing of the project. The Contractor and Sheren shall each hold each other harmless.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized
Signature

Note: This proposal may be
withdrawn by us if not accepted
within 30 days

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

License #'s Mech. 7101729, PLBG. 8000497, Boiler 3133882B, Engineering 50343

Notice

Basic Information

Estimated Contract Value (USD) \$34,000.00 (Not shown to suppliers)
Reference Number 0000200784
Issuing Organization Grand Traverse County
Owner Organization
Solicitation Type RFQ - Request for Quote (Formal)
Solicitation Number Facility1
Title New Boiler for Hall of Justice
Source ID PU.AG.USA.2239.C9046251
Piggyback Solicitation No

Details

Location Grand Traverse County, Michigan
Job Location Traverse City
Purchase Type One Time Only- Delivery Date: 11/17/2018
Description Currently taking bids for 1 boiler
Lochinvar Crest FBN1501 60-1500 MBH
Delivered to: 1207. W. civic Center Drive. Traverse City Mi. 49686

Dates

Publication 10/10/2018 09:52 AM EDT
Question Acceptance Deadline 10/17/2018 12:00 PM EDT
Questions are submitted online No
Closing Date 10/19/2018 02:00 PM EDT

Contact Information

Joe Berry
231-922-4401
jberry@grandtraverse.org

Bid Submission Process

Bid Submission Type Physical Bid Submission
Additional Bidding Instructions Please send

Documents

Documents

Document	Size	Uploaded Date	Language
Bid Address [pdf]	15 Mb	10/10/2018 09:31 AM EDT	English
Spec. Lit. [docx]	11 Kb	10/10/2018 09:51 AM EDT	English

Categories

Selected Categories

NIGP (43)	
820	STEAM AND HOT WATER BOILERS AND STEAM HEATING EQUIPMENT
82000	STEAM AND HOT WATER BOILERS AND STEAM HEATING EQUIPMENT
82004	After-Coolers and Condensers After-Coolers And Condensers (Power Plant-Steam), Condensers And After-Coolers (Power Plant-Steam)
82005	Air Dryers, Dehydrators, and Preheaters Dehydrators And Dryers, Air (Steam Boiler), Dryers And Dehydrators, Air (Steam Boiler), Air Dryers And Dehydrators, Steam Boiler, Preheaters, Air (Steam Boiler)
82006	A.S.M.E. Code Tanks A.S.M.E. Code Tanks (Power Plant-Steam), Code Tanks, A.S.M.E. (Power Plant-Steam), Tank, A.S.M.E. Code (Power Plant-Steam)
82008	Boilers, High Pressure Boilers, High Pressure Steam, Pressure (High) Boilers, Steam, Steam Boilers, High Pressure
82012	Boilers, Low Pressure Boilers, Low Pressure Steam, Pressure (Low) Boilers, Steam, Steam Boilers, Low Pressure
82014	Boiler Parts and Accessories (Not Otherwise Listed) Boiler Parts And Accessories Not Otherwise Listed
82016	Boiler Tubes Boiler Tubes, Steam, Tubes, Steam Boiler, Steam Boiler Tubes
82019	Blow-Down Equipment, Automatic Top Blow-Down Equipment, Automatic Top
82020	Blow-Off Basins Blow-Off Basins (Power Plant-Steam), Basins, Blow-Off (Power Plant-Steam)
82024	Blow-Off Valves Blow-Off Valves (Power Plant-Steam), Valves, Blow-Off (Power Plant-Steam)
82028	Burners, Gas and Oil Burners, Gas And Oil (Power Plant-Steam), Oil Burners (Power Plant-Steam), Gas Burners (Power Plant-Steam)
82032	Chemical Feed Systems (For Proportioning Pumps See Class 720) Chemical Feed Systems For Proportioning Pumps, Feed Systems, Chemical (For Proportioning Pumps), Proportioning Pump Chemical Feed Systems
82036	Coils, Steam Heating Coils, Steam Heating, Steam Heating Coils, Heating Coils, Steam
82038	Condensate Return Systems: Vacuum Heat Pumps, Wet Vacuum Pumps, etc.
82040	Controls: Combustion, Fuel Cut-Off, Hardness, High-Low Water Level, Ignition, etc.
82041	Control, Corrosion (Using Entrained Gas Eliminator Equip.) Controls, Corrosion (Using Entrained Gas Eliminator Equip.), Corrosion Controls (Using Entrained Gas Eliminator Equip.), Entrained Gas Eliminator Corrosion Controls, Gas Eliminator Corrosion Controls, Gas
82042	Controllers, Steam Boiler Automatic Conductivity Controllers, Steam Boiler Automatic Conductivity, Conductivity Controllers, Steam Boiler, Steam Boiler Automatic Conductivity Controllers, Boiler Automatic Conductivity Controllers, Steam
82044	Convectors and Radiators Convectors (Power Plant-Steam), Radiators (Power Plant-Steam), Power Plant-Steam Convectors, Power Plant-Steam Radiators
82048	Deaerating Units Deaerating Units (Power Plant-Steam)
82049	Descaling Equipment, MHD Type Descaling Equipment, Mhd Type, Mhd Descaling Equipment
82052	Draft Fans and Draft Gauges Draft Fans And Gauges (Power Plant-Steam), Fans, Draft (Power Plant-Steam), Gauges, Draft (Power Plant-Steam)

NIGP (43)	
82056	Feedwater Heaters Feedwater Heaters (Power Plant-Steam), Heaters, Feedwater (Power Plant-Steam)
82060	Feedwater Injectors Feedwater Injectors (Power Plant-Steam), Injectors, Feedwater (Power Plant-Steam)
82062	Feedwater Pumps Feedwater Pumps, Pumps, Feedwater
82064	Filters, Boiler Water Filters, Boiler Water, Boiler Water Filters, Water Filters, Boiler
82065	Flue Gas Desulfurization System Equipment Flue Gas Desulfurization System Equipment, Gas Desulfurization System Equipment, Desulfurization System Equipment, Flue Gas
82068	Heat Exchangers, Accessories, and Parts Heat Exchangers (Power Plant-Steam), Exchangers, Heat (Power Plant-Steam)
82072	Hot Water Generators Hot Water Generators (Power Plant-Steam), Water Generators, Hot (Power Plant-Steam), Generators, Hot Water (Power Plant-Steam)
82075	Oil Coolers Coolers, Oil (Steam Equip), Oil Coolers, Steam Equipment
82076	Oil Purifiers Oil Purifiers (Power Plant-Steam), Purifiers, Oil (Power Plant-Steam)
82078	Oxygen Reduction Equipment, Dissolved Oxygen Reduction Equipment, Dissolved, Reduction Equipment, Dissolved Oxygen, Dissolved Oxygen Reduction Equipment
82080	Pulverizers, Boiler and Power Plant Boiler Pulverizing Equipment, Power Plant Pulverizing Equipment, Pulverizers, Boiler And Power Plant
82081	Screens and Strainers, Water Intake, etc. Water Intake Screens And Strainers, Strainers, Water Intake, Screens, Water Intake
82084	Stacks, Steel Stacks, Steel (Power Plant-Steam)
82085	Steam Boiler Bottom Blow Alarm Steam Boiler Bottom Blow Alarm, Boiler Bottom Blow Alarm, Steam, Alarm, Steam Boiler Bottom Blow
82086	Steam Flow Transmitters Steam Flow Transmitters, Flow Transmitters, Steam, Transmitters, Steam Flow
82088	Tube Cleaners and Tube Expanders Tubes Cleaners And Expanders (Power Plant-Steam), Cleaner, Tube (Power Plant-Steam), Expanders, Tube (Power Plant-Steam)
82091	Turbines, Gas Driven Gas Driven Turbines, Turbines, Gas Driven
82092	Turbines, Steam Driven Turbines, Steam Driven, Steam Driven Turbines
82093	Turbines, Water (Hydraulic) Including Accessories and Parts Turbines, Water (Hydraulic), Water Turbines, Hydraulic Turbines (Water)
82095	Valves, Spherical Valves, Spherical, Spherical Valves
82096	Recycled Steam and Hot Water Boilers and Heating Equipment Recycled Steam And Hot Water Boilers And Heating Equipment, Steam And Hot Water Boilers And Heating Equipment, Recycled, Boilers, Steam And Hot Water (Recycled), Heating Equipment, Steam And Hot Water (Recycled)

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Document Request List

Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
ABI MECHANICAL	JERI VANDEPERRE	10/17/2018 11:01 AM EDT	TRAVERSE CITY	Michigan
Etna Supply Company	Shaun Beukema	10/16/2018 08:42 AM EDT	Grand Rapids	Michigan
North America Procurement Council, Inc. PBC	Lyra de Asis	10/15/2018 02:21 AM EDT	Grand Junction	Colorado
K.L. McCoy & Associates	Tom Allen	10/11/2018 10:56 AM EDT	Livonia	Michigan
CBI	Kathleen Admin	10/11/2018 04:29 AM EDT	Buford	Georgia
Honeywell	Troy Shelton	10/10/2018 06:49 PM EDT	Ocala	Florida
Clearwater Construction	Art Grace	10/10/2018 02:30 PM EDT	Livonia	Michigan
West Construction Services	Myranda Kelly	10/10/2018 01:14 PM EDT	Pontiac	Michigan
Advance Plumbing & Heating Supply Company	Jeffrey Moss	10/10/2018 11:19 AM EDT	Walled Lake	Michigan
Kuhn Specialty Flooring	Robert Kuhn	10/10/2018 10:10 AM EDT	Beverly Hills	Michigan



ETNA SUPPLY - TRAVERSE CITY
 1969 W. SOUTH AIRPORT RD.
 TRAVERSE CITY, MI 49686-5904
 231 947 1300
 Fax 231 947 3555



Acknowledgement

ORDER DATE	ORDER NUMBER	ETNA SUPPLY - TRAVERSE CITY 1969 W. SOUTH AIRPORT RD. TRAVERSE CITY, MI 49686-5904 231 947 1300 Fax 231 947 3555	PAGE NO.
10/09/2018	S102811165		1 of 1

SOLD TO:

SHIP TO:

GRAND TRAVERSE COUNTY FAC DEPT
 1207 W CIVIC CENTER DR
 TRAVERSE CITY, MI 49686-2972

GRAND TRAVERSE COUNTY FAC DEPT
 1207 W CIVIC CENTER DR
 TRAVERSE CITY, MI 49686-2972

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
19713	FBN1501		House MU		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Jeffrey Thomas		BID	NET 25TH	10/09/2018	No
ORDER QTY	DESCRIPTION		EXT LIST	YOUR PRICE	
1ea	LOCHINVAR FBN1501 CREST BOILER, 60-1500 MBH INPUT *Nonstock - Restock Policy Applies*		46431.00	32820.00	

I Acknowledge this Order

Signature: _____

Date: _____

Subtotal	32820.00
S&H Charges	0.00
Tax	0.00
Amount Due	32820.00

Action Request



Meeting Date:	12/5/2018		
Department:	Sheriff's Office	Submitted By:	Lt. Chris Barsheff
Contact E-Mail:	cbarsheff@gtsheriff.org	Contact Telephone:	231-995-5044
Agenda Item Title:	Request permission to purchase DJI Matrice 210 Unmanned Aerial System & Sensor		
Estimated Time:	5min <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

The request is to obtain permission to purchase a new DJI Matrice 210 UAS (AKA Drone) and DJI Zenmuse XT2 thermal imaging camera. Over the past year, GTSO's UAS program assets and pilots have been utilized in numerous operations within Grand Traverse County and while assisting other neighboring jurisdictions. GTSO uses UAS's for the following purposes: search and rescue (land/water), digital evidence collection at crime scenes and serious traffic crashes, intelligence gathering during critical incident investigations and scouting. Following are quotes obtained from three Michigan DJI Enterprise Dealers.

NOAR Technologies – Troy, MI

DJI Matrice 210 - \$7,999.00
 DJI Zenmuse XT2 Thermal Camera - \$11,500.00
 Total w/\$500 Discount - **\$18,999.00**

Macatawa Unmanned Systems – Holland, MI

DJI Matrice 210 - \$7,999.00
 DJI Zenmuse XT2 Thermal Camera - \$11,500.00
 Total w/10% Discount - **\$17,549.10**

MetroUAV – Washington, MI

DJI Matrice 210 \$7,774.67
 DJI Zenmuse XT2 Thermal Camera - \$10,729.63
 Total **\$18,504.30**

The requested is made to purchase the equipment from NOAR Technologies as GTSO has purchased similar equipment from the company in the past. Their service/support has been outstanding and is worth the cost difference between quotes. Funds have already been identified for the purchase in our 2018 budget.

Suggested Motion:

Financial Information:

Total Cost:	N/A	General Fund Cost:	N/A	Included in budget:	<input type="radio"/> Yes <input type="radio"/> No
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If not included in budget, recommended funding source:

N/A

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date: _____

Miscellaneous:

Attachments: N/A

Attachment Titles:

RESOLUTION
XX-2018
Grand Traverse Sheriff's Office
Purchase of Unmanned Aerial System & Sensor from NOAR Technologies

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on December 5, 2018, and reviewed request from the Grand Traverse Sheriff's Office for authorization to purchase a new Drone and Thermal Imaging Camera; and,

WHEREAS, over the past year, GTSO's Unmanned Aerial System (UAS) program assets and pilots have been utilized in numerous operations in Grand Traverse County and while assisting neighboring jurisdictions; and,

WHEREAS, quotes were obtained from several Michigan Dealers and a request is made to purchase the equipment from NOAR Technologies as their service/support has been outstanding and is worth the cost difference between quotes; and,

WHEREAS, funds in the amount of \$18,999.00 have been identified for the purchase in the 2018 budget; and,

NOW THEREFORE BE IT RESOLVED THAT THE Grand Traverse County Board of Commissioners approve the purchase of a DJI Matrice 210 Unmanned Aerial System & Sensor from NOAR Technologies in the amount of \$18,999.00.

BE IT FURTHER RESOLVED THAT, the Board of Commissioners authorizes the Board Chair and/or County Administrator to effectuate the necessary documents to implement the Board authorized action.

APPROVED: December 5, 2018

Action Request



Meeting Date:	12/5/2018		
Department:	Sheriff's Office	Submitted By:	Capt. Chris Clark
Contact E-Mail:	cclark@gtsheriff.org	Contact Telephone:	231-995-5045
Agenda Item Title:	Sheriff's Office approval to purchase Trunarc handheld narcotics analyzer		
Estimated Time:	10 <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

Trunarc handheld narcotics analyzer will allow for safe and rapid identification of suspected packaged narcotics without direct contact for most samples. Essential with the recent addition of carfentanil and other harmful substances added to illegal drugs. Will also allow for quicker identification which may help with criminal cases and prosecution. State Bld contract price also includes training. \$30,295.00 . The request for this equipment was submitted in the 2019 Budget which was recently approved. Request approval to obtain Purchase Order to submit Jan. 1 2019

Suggested Motion:

Motion to approve using 2019 approved budget monies to purchase Trunarc handheld Analyzer

Financial Information:

Total Cost:	\$30,295.00	General Fund Cost:	N/A	Included in budget:	<input checked="" type="radio"/> Yes <input type="radio"/> No
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If not included in budget, recommended funding source:

N/A

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		
Administration: <input type="checkbox"/> Recommended	Date:	
<u>Miscellaneous:</u>		

Attachments: N/A

Attachment Titles:

RESOLUTION
XX-2018
Grand Traverse Sheriff's Office
Purchase of Trunarc Handheld Narcotics Analyzer

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on December 5, 2018, and reviewed request from the Grand Traverse Sheriff's Office for authorization to submit a purchase order on January 1, 2019 to purchase a Trunarc handheld narcotics analyzer ; and,

WHEREAS, the handheld narcotics analyzer will allow for safe and rapid identification of suspected packaged narcotics without direct contact for most samples; and,

WHEREAS, it will also allow for quicker identification which may help with criminal cases and prosecution; and,

WHEREAS, The State Bid contract price of \$30,295.00, also includes training and that amount is available in the 2019 Budget; and,

NOW THEREFORE BE IT RESOLVED THAT THE Grand Traverse County Board of Commissioners approve submitting a purchase order in the amount of \$30,295.00 to purchase of Trunarc handheld narcotics analyzer, on or after January 1, 2019.

BE IT FURTHER RESOLVED THAT, the Board of Commissioners authorizes the Board Chair and/or County Administrator to effectuate the necessary documents to implement the Board authorized action.

APPROVED: December 5, 2018

Sales Quotation

Thermo Scientific Portable Analytical Instruments Inc.

2 Raddcliff Rd
Tewksbury, Massachusetts 01876
United States

Quote Number	Created Date	Exp. Delivery Terms	Page
00141868	04/13/2018	ARO	1 / 5
Contact	Phone	Payment Term	Valid To
Michael Nagle		Net 30	09/30/2018
Inco Terms		Shipping Method	
FOB Origin - Tewksbury		Fed Ex 2nd Day	

Submitted To:

Tom Flitton
Grand Traverse County Sheriff's Office
Traverse City, Michigan 49686
United States

Phone: 2313426031
Email: tflitton@gtsheriff.org

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an Order:	
Contact:	Michael Nagle
Phone:	
Fax:	
Email:	michael.nagle@thermofisher.com
Additional instructions, terms & conditions on last page	

Pos.	Product Code	Product Name	Sales Price	Quantity	Total Price
10	800-01045-01	TruNarc, Unlimited, Warranty - 5 Yrs, Train-12	USD 29,800.00	1	USD 29,800.00
		<i>TruNarc Unlimited Model with 5 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.</i>			
20	810-01462-01	TruNarc Solution Kit (Type H) - 100, English	USD 495.00	1	USD 495.00
		<i>TruNarc Solution Kit (Type H) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Ethanol. Note that because of the Ethanol, this product ships as a Hazardous Goods shipment.</i>			
Total:					USD 30,295.00

Additional Comments:

Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc
Federal Tax ID No.: 01-0650031
CAGE CODE: 392A9
DUNS #: 11-289-3131
Bank of America ABA# for Wire Payments: 028 009 593
Bank of America ABA# for ACH Payments: 111 000 012
Beneficiary Account Number: 4426843850

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S. export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Acceptance of Purchase

Quote: MN-00141868

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical Instruments Inc. Terms and Conditions of Sale attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order that your company issues and (iii) the Terms and Conditions shall exclusively govern the transaction(s) contemplated hereby

Signature of authorized company representative	Date	Phone#
Print Name	Title	Email
Model #	Amount + S&H	Purchase Order Number

E-mail to: pai.sales_ops@thermofisher.com

Fax to: 1-877-680-2588

Order Processing Address:

michael.nagle@thermofisher.com

Thermo Scientific Portable Analytical Instruments Inc

2 Radcliff Road

Tewksbury, MA 01876

Remit check Payment To:

Thermo Scientific Portable Analytical Instruments Inc

PO Box 415918

Boston, MA 02241-415918

Payment Details

Method of Payment

Net 30 (Attach Credit Application & Credit References)

Credit Card

Check

Wire Transfer

Sales Tax Application

Yes Apply Sales Tax

No

- if no, you must provide a copy of your tax exemption certificate along with your purchase order.

Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax)

Address Verification

Please make corrections if necessary below:

Bill to:

851 Woodmere Avenue

Traverse City, Michigan 49688

United States

Ship to:

Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC – TERMS AND CONDITIONS OF SALE

Last revised June 2017

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Thermo Scientific Portable Analytical Instruments Inc. ("Seller") hereby offers for sale to the buyer ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, FOB Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time; Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

6. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to & risk of loss to the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

7. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace Products and/or provide additional parts or services as reasonably necessary to cause the Products to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Seller further reserves the right, in its sole discretion, to extend any Warranty Period if at the time that the Warranty Period would otherwise expire, there are ongoing concerns regarding a Product's conformance to the warranty stated herein. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefore at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS PROVIDED HEREIN, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8. INDEMNIFICATION.

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Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

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13. **MEDICARE/MEDICAID REPORTING REQUIREMENTS.** If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer shall make written request to Seller in the event Buyer requires additional information from Seller in order to meet its reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

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Type H kit for TruNarc

Solution kit enhances real-world ability of field-based analyzer

Key Words

Narcotics, fentanyl, heroin, Raman spectroscopy, fluorescence, field testing

Introduction

Many common controlled substances are easily identified with the Thermo Scientific™ TruNarc™ analyzer, using point-and-shoot analysis. Some substances, however, exhibit fluorescence or are present in very low concentrations. These target samples can present a challenge for Raman spectroscopy, requiring an additional step to ensure successful analysis.

Many of the most common controlled substances, such as cocaine and methamphetamine, are highly amenable to Raman spectroscopy and present few analysis challenges. The TruNarc analyzer has been successfully deployed for presumptive analysis of these and other suspected narcotics worldwide.

However, a phenomenon known as fluorescence can mask the Raman spectrometry signal of some narcotics, much like glare from sunlight can mask the subject in a photo from a camera. Fluorescence can hinder data collection of some narcotics, such as street heroin and sprayed synthetic cannabinoids.



In addition, the target chemical in suspected narcotics may not be present in high enough concentration for conventional Raman spectroscopy to identify it. For instance, the active components in some prescription drugs are in a very low concentration, making identification a challenge.

To overcome these challenges – yet maximize the benefits of a handheld Raman analyzer – we have developed a Solution Kit (Type H) that enhances the Raman signal of the target substance while decreasing any nuisance fluorescence.



Figure 1. A selection of "Alarm" screens when using the Type H kit

Recommendations for Type H kit use

Initially, TruNarc users should scan a sample using point-and-shoot mode. If this approach leads to an "Inconclusive" or "Clear" result and a specific narcotic is believed to be present, the operator should apply the Type H kit. The kit could be used to help identify these items:

- 2C (Phenethylamines – 2C-B, 2C-E, 2C-I)
- Cocaine HCl
- Fentanyl[^]
- Furanyl fentanyl
- Heroin
- Methamphetamine[^]

- NBOMe (25B-NBOMe, 25C-NBOMe, 25I-NBOMe)
- Synthetic cannabinoids (sprayed onto leaf materials)
- Tablets, including:
 - Alprazolam
 - Buprenorphine[#]
 - Clonazepam
 - Diazepam
 - Hydromorphone
 - Lorazepam
 - MDMA
 - Oxycodone^{*}
 - Oxymorphone

[#] Both tablets and strips are identifiable using the Type H Kit.

^{*} Low dose Oxycodone tablets require use of the Type H kit. The more common higher concentration pills – 30mg and above – are typically identifiable using direct point-and-shoot analysis.

[^] The analyzer display screen shows a combined result for these substances.

How to use the Type H kit

The Type H test kit is made up of two elements: a test stick and a test vial. The vial contains 1ml of ethanol that is used to dissolve a small amount of the sample. The test stick is used first to scoop the material from the sample or a piece of tablet and transfer it to the vial.

The stick contains a metal substrate at the base of the scoop. After the chemical(s) are dissolved in the ethanol, the test stick is submerged into the vial, coating the metal substrate with the solution. The test stick is then removed, allowed to dry, positioned against the TruNarc analyzer, and scanned. See Figure 2.

This method has been shown to increase the spectrum strength and reduce the amount of fluorescence for certain samples.

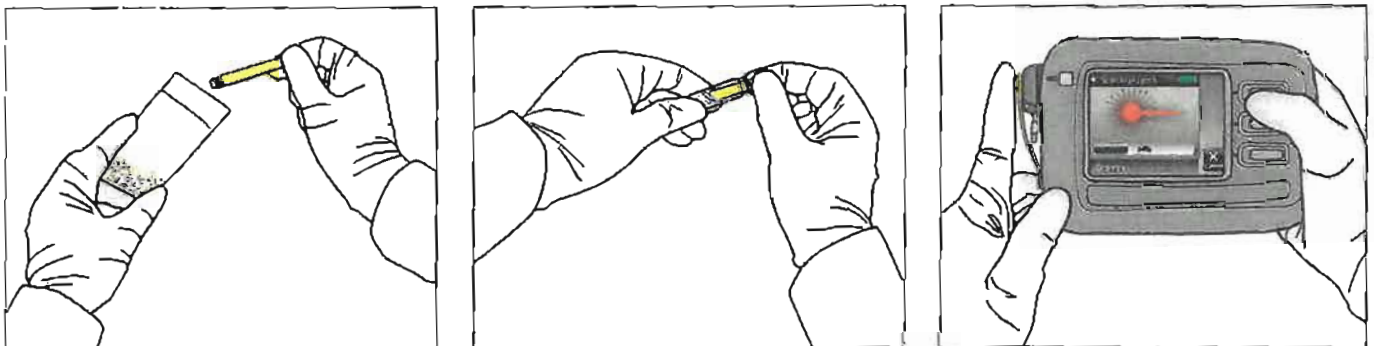


Figure 2. Process for analysis using a TruNarc Type H kit

Science behind the Type H kit

The roughened metal surface on the Type H test stick has two primary attributes. First, the surface quenches the fluorescence, the phenomenon that may prevent analysis of the bulk material. Second, the surface enhances the Raman signal of the molecules adsorbed onto the surface of the roughened metal, which allows analysis of very small amounts of material.

When the TruNarc analyzer is used to measure the Type H stick, the laser light is focused onto the metal surface. As with point-and-shoot analysis, the spectrometer measures the unique spectral fingerprint of the molecules, and then compares the data collected with the on-board TruNarc library.

It should be noted that the spectra obtained on the test stick are different from those of a conventional Raman spectrum. To enable these new applications using the Type H Kit, Thermo Fisher Scientific scientists create a library item for each unique chemical using certified laboratory standards.

Summary

The Type H test kit further enhances the real-world utility of the TruNarc analyzer, enabling users to screen for specific narcotics that are fluorescent and/or at low concentration. A key enhancement is the ability to use the TruNarc analyzer to screen for such emerging synthetic opioids as fentanyl, furanyl fentanyl, heroin and methamphetamine. Several low dose tablets are also identifiable using the Type H test kit in conjunction with the TruNarc analyzer for presumptive narcotics identification.



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In the Americas:
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In Europe, Middle East, Africa:
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In Asia Pacific:
852-2885-4613

Find out more at thermofisher.com/trunarc
Email: sales.chemid@thermofisher.com

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PRODUCT SPECIFICATIONS

TruNarc handheld narcotics analyzer

Field-based, presumptive testing of suspected narcotics, precursors and cutting agents.

Rapid narcotics ID

The Thermo Scientific™ TruNarc™ analyzer is a handheld Raman system for rapid identification of suspected narcotics without direct contact for most samples. A single test for multiple controlled substances provides law enforcement with clear, definitive results for presumptive identification.

Lightweight and easy to use, the TruNarc device delivers fast and accurate narcotics analysis anywhere it's needed.

TruNarc easily identifies narcotics, stimulants, depressants, hallucinogens and analgesics using lab-proven Raman spectroscopy. The instrument is able to analyze key drugs of abuse as well as common cutting agents and precursors. To ensure that law enforcement personnel stay ahead of the curve, TruNarc identifies such emerging threats as carfentanil and numerous fentanyl analogs and precursors.



Key benefits

Fast, accurate identification — Get test results in seconds, based on lab-proven Raman spectroscopy.

Easy to use — Achieve proficiency with an intuitive menu-driven interface that enables fast training.

Single test, multiple narcotics — Conduct a single, presumptive analysis to determine if a narcotic is present, saving time and money.

Non-contact sampling — Scan directly through plastic or glass to minimize contamination, reduce exposure and preserve evidence.

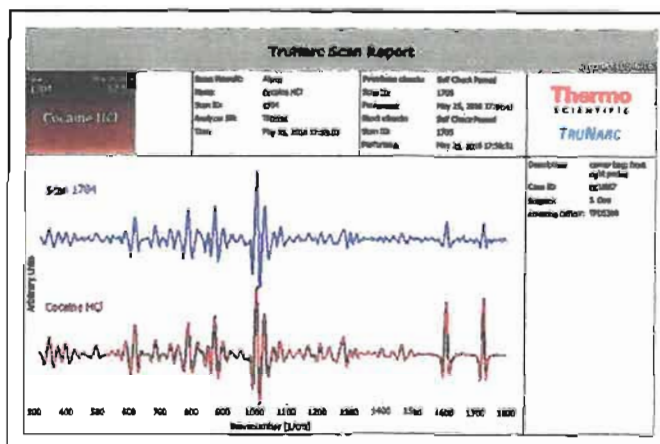
Automated, tamper-proof records — Capture all scan results, including time-and-date stamp and system self-check to help expedite prosecution.

Once a substance is analyzed, full results are automatically stored for reporting and evidence. Rapid results combined with automated reports can streamline the path to prosecution, reducing administrative burden and dramatically impacting the time and expense of drug-related arrests.



The power of the lab in the palm of your hand

With the TruNarc instrument, the accuracy and reliability of a narcotics lab are available anywhere you go. Raman is the same underlying technology as that in the Thermo Scientific™ FirstDefender™ product line, which is in active use globally by military personnel, hazmat teams, bomb squads, and other first responders tasked with unknown chemical identification. The TruNarc analyzer is designed for presumptive testing of narcotics.



Specifications	
Weight	1.25 lb (.570 kg)
Size	6.4 x 4.1 x 2.0 in. (16.26 x 10.41 x 5.10 cm)
Library	Controlled substances, cutting agents and precursors
Configurations	Unlimited or Pay-Per-Scan
Data export formats	CSV, SPC, PDF
Battery	Rechargeable internal 3.7V battery pack (10 hrs.); DC wall adapter, 5V DC, 1.5A; optional car charger
Operating temperature	14° F to 122° F (-10° C to +50° C)
Language configurations	English, Chinese, Japanese, Polish, Russian, Spanish
Computer administration	TruNarc Admin software connected via microUSB to USB
Reachback support	Spectral analysis by staff chemists available
Validation	Third party test results available on request

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TruNarc Substance Library: Display Names

Alarm



1. 25B-NBOMe	43. 4-Chloroisobutyryl fentanyl	90. AB-PINACA (cannabinoid)	143. EAM-2201 (cannabinoid)	194. Mephetramine (MTA)
2. 25C-NBOMe	44. 4-Chloromethcathinone (4-CMC)	91. Acetyl fentanyl	144. Ethcathinone	195. Mescaline-NBOMe
3. 25D-NBOMe	45. 4-Chloro-N-isopropylcathinone	92. Acrylfentanyl	145. Ethylone (bk-MDEA) (cathinone)	196. Methadone
4. 25E-NBOMe	46. 4-Chloropentedrone (cathinone)	93. ADB-FUBINACA (cannabinoid)	146. Ethylphenidate	197. Methamphetamine
5. 25I-NBOMe	47. 4-Ethylmethcathinone	94. AH-7921	147. Etizolam	198. Methaqualone
6. 25N-NBOMe	48. 4-Fluoro amphetamine	95. AKB48 (APINACA) (cannabinoid)	148. Eutylone (bk-EBDB) (cathinone)	199. Methcathinone
7. 25P-NBOMe	49. 4-Fluoro methamphetamine	96. Alfentanil	149. FDU-PB-22 (cannabinoid)	200. Methedrone (cathinone)
8. 25T4-NBOMe	50. 4-Fluoro PVB	97. alpha-Methyltryptamine (AMT)	150. Fenethylone	201. Methoxetamine (MXE)
9. 25T7-NBOMe	51. 4-Fluoro-alpha-PVP	98. alpha-PVP (cathinone)	151. Fentanyl	202. Methoxyphenidone (MXP)
10. 2-AI (Aminaldan)	52. 4-Fluorobuphedrone (cathinone)	99. AM-1235 (cannabinoid)	152. Flubromazepam	203. Methylone (cathinone)
11. 2C-B (phenethylamine)	53. 4-Fluorobutyryl fentanyl	100. AM-1241 (cannabinoid)	153. Flunitrazepam	204. Methyphenidate
12. 2C-C (phenethylamine)	54. 4-Fluorofentanyl	101. AM-2201 (cannabinoid)	154. FUB-AMB (cannabinoid)	205. Moxedrone (cathinone)
13. 2C-D (phenethylamine)	55. 4-Fluoromethcathinone (4-FMC)	102. AM-2233 (cannabinoid)	155. FUB-PB-22 (cannabinoid)	206. MN-18 (cannabinoid)
14. 2C-E (phenethylamine)	56. 4-Fluoropentedrone (cathinone)	103. AM-630 (cannabinoid)	156. Furanyl fentanyl	207. MN-24 (NNEI) (cannabinoid)
15. 2C-H (phenethylamine)	57. 4-MeO-alpha-PVP	104. AM-684 (cannabinoid)	157. Gabapentin	208. MN-25 (cannabinoid)
16. 2C-I (phenethylamine)	58. 4-MeO-DMT	105. Amphetamine	158. GBL	209. Morphine
17. 2C-N (phenethylamine)	59. 4-MeO-PCP	106. APICA (cannabinoid)	159. GHB	210. MPHP (cathinone)
18. 2C-P (phenethylamine)	60. 4-Methoxy PVB	107. APP-CHMINACA (cannabinoid)	160. Heroin	211. Naphyrone (cathinone)
19. 2C-T-2 (phenethylamine)	61. 4-Methylaminorex	108. APP-PICA (cannabinoid)	161. HU-210 (cannabinoid)	212. N-Ethylpentylone (cathinone)
20. 2C-T-7 (phenethylamine)	62. 4-Methylcathinone (4-MEC)	109. BB-22 (cannabinoid)	162. HU-211 (cannabinoid)	213. Nimetazepam
21. 2-Ethylmethcathinone (2-EMC)	63. 4-Methylpentedrone (cathinone)	110. bk-2C-B	163. Hydromorphone	214. Nitrazepam
22. 2-Fluorofentanyl	64. 5-APB	111. Bromo-dragonFLY (phenethylamine)	164. beta-Hydroxythiofenyl	215. NPB-22 (cannabinoid)
23. 2-Fluoromethamphetamine	65. 5-APDB	112. Buphedrone (cathinone)	165. Isobutyryl fentanyl	216. NRG-3 (cathinone)
24. 2-MAPB	66. 5-Chloro AB-PINACA (cannabinoid)	113. Buprenorphine	166. JWH-015 (cannabinoid)	217. Oxazepam
25. 2-Methylmethcathinone (2-MMC)	67. 5-DBFPV	114. Butalbital	167. JWH-018 (cannabinoid)	218. Oxycodone
26. 3,4-Dimethoxymethcathinone	68. 5-EAPB	115. Butylone (cathinone)	168. JWH-019 (cannabinoid)	219. Oxymorphone
27. 3-Bromoamphetamine	69. 5-Fluoro ABICA (cannabinoid)	116. Butyl fentanyl	169. JWH-020 (cannabinoid)	220. PB-22 (cannabinoid)
28. 3-Bromomethcathinone (3-BMC)	70. 5-Fluoro AB-PINACA (cannabinoid)	117. BZP	170. JWH-073 (cannabinoid)	221. PCP
29. 3-Chloromethcathinone (3-CMC)	71. 5-Fluoro ADBICA (cannabinoid)	118. Carfentanil	171. JWH-081 (cannabinoid)	222. Pentedrone (cathinone)
30. 3-Ethylmethcathinone (3-EMC)	72. 5-Fluoro AKB48 (cannabinoid)	119. Carisoprodol	172. JWH-122 (cannabinoid)	223. Pentylone (cathinone)
31. 3-Fluoro amphetamine	73. 5-Fluoro AMB (cannabinoid)	120. Cathinone	173. JWH-200 (cannabinoid)	224. Phenazepam
32. 3-Fluorofentanyl	74. 5-Fluoro MN-18 (cannabinoid)	121. Chloro amphetamine	174. JWH-203 (cannabinoid)	225. Phentermine
33. 3-Fluoromethcathinone (3-FMC)	75. 5-Fluoro NNEI (cannabinoid)	122. Clonazepam	175. JWH-210 (cannabinoid)	226. PMA
34. 3-Fluorophenmetrazine	76. 5-Fluoro NPB-22 (cannabinoid)	123. Clonazepam	176. JWH-250 (cannabinoid)	227. PMEA
35. 3-MeO-PCP	77. 5-Fluoro PB-22 (cannabinoid)	124. Cocaine	177. JWH-412 (cannabinoid)	228. PMMA
36. 3-Methoxymethcathinone	78. 5-Fluoro SDB-006 (cannabinoid)	125. Cocaine base	178. Ketamine	229. Pravadolone
37. 3-Methylmethcathinone (3-MMC)	79. 5-IAI	126. Cocaine HCl	179. Lisdexafetamine	230. PX-1 (cannabinoid)
38. 4-APDB	80. 5-IT	127. Codeine	180. MAB-CHMINACA (cannabinoid)	231. PX-2 (cannabinoid)
39. 4-Bromomethcathinone (4-BMC)	81. 5-MAPB	128. CP-47 497 (cannabinoid)	181. MAM-2201 (cannabinoid)	232. RCS-1 (cannabinoid)
40. 4-Chloro 2,5-DMA	82. 5-MeO-DALT	129. CUMYL-THPINACA (cannabinoid)	182. mCPP	233. RCS-B (cannabinoid)
41. 4-Chloroethcathinone	83. 5-MeO-DIPT	130. Cyclobenzaprine	183. MDA	234. STS-135
42. 4-Chlorofentanyl	84. 6-APDB	131. Dextromethorphan (DXM)	184. MDAI	235. Sufentanil
	85. 6-EAPB	132. Diazepam	185. MDEA	236. Temazepam
	86. 7-APDB	133. Dibutylone (bk-DMBDB) (cathinone)	186. MDMA	237. TFMP
	87. AB-001 (cannabinoid)	134. Diclozepam	187. MDAMB-CHMICA (cannabinoid)	238. TRJ-2201 (cannabinoid)
	88. AB-CHMINACA (cannabinoid)	135. Diethylcathinone	188. MDAMB-FUBINACA (cannabinoid)	239. Tramadol
	89. AB-FUBINACA (cannabinoid)	136. Dimethyl cathinone	189. MDPPB (cathinone)	240. U-47700
		137. Dimethyl methcathinone	190. MDPHP	241. UR-144 (cannabinoid)
		138. Dimethylaminorex (DMAF)	191. MDPPP (cathinone)	242. UR-144 analog (cannabinoid)
		139. Dimethylone (bk-MDDMA) (cathinone)	192. MDPV (cathinone)	243. Valeryl fentanyl
		140. Dimethyltryptamine (DMT)	193. Mephedrone (cathinone)	244. W-18
		141. Diphenidine		245. XLR-11 (cannabinoid)
		142. Diphenylpicolinic (D2PM)		246. XLR-11 N-(4-pentyl)
				247. Zolpidem

Type H Alarm



- | | | | |
|--------------------------|--------------------------|-----------------------|----------------------------|
| 1. 25B-NBOMe | 7. Alprazolam | 13. Heroin | 19. Oxymorphone* |
| 2. 25C-NBOMe | 8. Buprenorphine** | 14. Hydromorphone* | 20. Synthetic Cannabinoid† |
| 3. 25I-NBOMe | 9. Clonazepam* | 15. Lorazepam* | 21. U-47700 |
| 4. 2C-B (phenethylamine) | 10. Cocaine | 16. MDMA* | |
| 5. 2C-E (phenethylamine) | 11. Diazepam | 17. Methamphetamine † | |
| 6. 2C-I (phenethylamine) | 12. Fentanyl Compound* † | 18. Oxycodone* | |

Notes

- * Some low dose pills require a Type H Kit for identification.
- ** Buprenorphine both tablet and strip.
- + A "Synthetic Cannabinoid" screen result encompasses the Individual cannabinoids listed above.
- ^ Fentanyl Compound includes fentanyl and fentanyl analogs.
- † Combined result

Clear



- | | | | | |
|--------------------------------|--------------------------------|-------------------------------|-----------------------------|--------------------------------|
| 1. 2-Ethylamino-1-phenylbutane | 8. Brucine | 26. Ethanol | 44. Magnesium sulfate | 62. Polyethylene glycol |
| 2. Antipyrine | 9. Caffeine | 27. Ethyl benzoate | 45. Maltose | 63. Polyethylene terephthalate |
| 3. Atropine | 10. Calcium carbonate | 28. Fructose | 46. Mannitol | 64. Polypropylene |
| 4. Baby powder | 11. Calcium stearate | 29. Glucose | 47. Methyl salicylate | 65. Polyvinyl chloride |
| 5. Baking soda | 12. Calcium sulfate | 30. Glutamine | 48. Methyhexanamine (DMAA) | 66. Procaine |
| 6. Benzocaine | 13. Cellulose | 31. Griseofulvin | 49. Minoxidil | 67. Propylphenazone |
| 7. Boric acid | 14. Chloroquine | 32. Guafenesin | 50. Naloxone | 68. Quinine |
| | 15. Citric acid | 33. Gypsum | 51. Naproxen | 69. Saccharin |
| | 16. Confectioner's sugar | 34. High density polyethylene | 52. Nicotinamide | 70. Silicon dioxide |
| | 17. Corn starch | 35. Hydroxyzine | 53. Nicotine | 71. Sodium sulfate |
| | 18. Creatine | 36. Inositol | 54. Nicotinic acid | 72. Sorbitol |
| | 19. Dextrose | 37. Isopropyl benzylamine | 55. N-Methyl-phenethylamine | 73. Sucrose |
| | 20. Diltiazem | 38. Lactose | 56. Noscipine | 74. Sugar |
| | 21. Dimethyl aminolantipyrine | 39. Levamisole (Tetramisole) | 57. Papaverine | 75. Tetracaine |
| | 22. Dimethyl sulfone | 40. Lidocaine | 58. Phenacetin | 76. Theophylline |
| | 23. Diphenhydramine (Benadryl) | 41. Lorazepam | 59. Piracetam | 77. Titanium oxide |
| | 24. Dipyrone | 42. Low density polyethylene | 60. Plaster of Paris | 78. Vitamin C |
| | 25. Epsom salt | 43. Magnesium stearate | 61. Poly(propylene glycol) | |

Precursor/Chemical



- | | | | | |
|-----------------------------------|---|-------------------------------------|-----------------------------------|--|
| 1. 1,4-Butanediol | 7. Acetyl chloride | 22. Chloroform | 38. Isosafrole | 53. Piperonyl methyl ketone (PMK, MDP2P) |
| 2. 1-Phenethyl-4-piperidone (NPP) | 8. Ammonium chloride | 23. Chlorophenyl cyclopentyl ketone | 39. Lead acetate | 54. PMK (MDP2P) methyl glycidate |
| 3. Acetic acid | 9. Ammonium nitrate | 24. Chloropseudoephedrine | 40. Methanol | 55. PMK Glycidic acid (sodium salt) |
| 4. Acetic anhydride | 10. Ammonium sulfate | 25. Cyclohexane | 41. Methyl ethyl ketone (MEK) | 56. Potassium permanganate |
| 5. Acetone | 11. Anthranilic acid | 26. Cyclohexanone | 42. Methylamine HCl | 57. Propyl acetate |
| 6. Acetyl bromide | 12. APAA | 27. Despropionyl fentanyl (ANPP) | 43. N-Methylephedrine | 58. Pseudoephedrine |
| | 13. APAAN | 28. Dichloromethane | 44. Norephedrine | 59. Red phosphorus |
| | 14. Barium sulfate | 29. Diethyl ether | 45. Palladium chloride | 60. Safrole |
| | 15. Benzoic acid | 30. Dihydroxatrole | 46. Phenethylamine | 61. Sodium acetate |
| | 16. BMK ethyl glycidate | 31. Dimethylacetamide | 47. Phenyl-2-propanone (P2P, BMK) | 62. Sodium carbonate |
| | 17. BMK Glycidic acid | 32. Ethyl acetate | 48. Phenylacetic acid | 63. Sulfuric acid |
| | 18. BMK Glycidic acid (sodium salt) | 33. H-Phe-Cyclohexylamide | 49. Phenylisopropene | 64. Toluene |
| | 19. BMK methyl glycidate | 34. Hydroxylamine | 50. Phosphoric acid | 65. White Fuel (camping) |
| | 20. Bromobenzene | 35. Hydroxylamine | 51. Piperidine | 66. Xylene |
| | 21. Chloroephedrine/Chloropseudoephedrine | 36. Hypophosphorous acid | 52. Piperonal | |
| | | 37. Isopropanol | | |

Warning



1. Acetaminophen (Paracetamol)
 2. Aspirin
 3. Ephedrine
 4. Ibuprofen
- Note: These substances have a strong Raman signal which can mask certain narcotics. Additional testing via an alternate method is recommended.

In the Americas
1-978-642-1132

In Europe, Middle East, Africa
49-89-3681-380

In Asia Pacific
852-2885-4613

Learn more thermofisher.com/trunarc
Email sales.chemid@thermofisher.com

ThermoFisher
SCIENTIFIC



REQUEST FOR EQUIPMENT

DEPARTMENT NAME Sheriff's Office Patrol
 FUND NUMBER 101
 DEPT. NUMBER 314

NO EQUIPMENT IS REQUESTED FOR BUDGET YEAR. (Check box)

NOTE: This form should only be used for capital purchases costing \$5,000 or more per unit. Equipment purchases less than \$5,000 should be entered directly into AS400 with other line item requests.

Create a copy of this tab and complete one form for each request.

PRIORITY LEVEL: HIGH MEDIUM LOW

DESCRIPTION OF REQUESTED EQUIPMENT:

*Trunarc Handhel narcotics analyzer... ****SEE ATTACHED INFORMATION*

INITIAL COST ESTIMATE: Submit quote or detailed cost estimate for all componest of purchase and installation.

	per Unit	Total
Number of Units	1	
Purchase Price	\$ 30,295.00	\$ 30,295.00
Plus Delivery/Installation Costs	\$ -	\$ -
Less Trade-In or Disposal Revenue (Enter -)		\$ -
Net Purchase Cost	<u>\$ 30,295.00</u>	<u>\$ 30,295.00</u>

Is this a capital request?
 Yes, complete this form and include the total in your AS400 request.

PURPOSE OF EXPENDITURE:

- Scheduled Replacement
- Present Equipment Obsolete
- Gain efficiencies (process improvement/staff capacity)
- Expand service
- Increase Safety
- More Cost Effective
- Other

*Trunarc handhel narcotics analyzer will allow for safe and rapid Identification of suspected narcotics without direct contact for most samples. Essential with the recent addition of carfentanil and other harmful substances added to illegal drugs. Will also allow for quicker Identification which may help with criminal case and prosecution State bid contract price******

DISPOSITION OF REPLACED ITEM:

- Trade-In
- Sale/Auction
- Keep for Parts
- Keep for Other Use
- Transfer to Other County Agency
- Other

Describe planned use

Indicate which agency

Enter description of disposition method.

IMPORTANT! Please indicate whether this request has also been included in your line item budget entered into the AS400.

REQUESTED EQUIPMENT HAS BEEN ENTERED INTO AS400 BUDGET REQUEST DATA.

Budget Account Number:
101-314-97700



Action Request Form

Meeting Date:	December 5, 2018		
Department:	Construction Code	Submitted By:	Bruce Remail & Ming Mays
Contract Email:	bremail@grandtraverse.org & mmays@grandtraverse.org	Contract Telephone:	231.955.6047 & 231.922.4787
Agenda Item Title:	Recommendation Vendor for Construction Code Software		
Estimated Time:	5-10 minutes	Laptop Presentation:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Summary of Request:

- Current Construction Code System
 - Utilizes text based interface of the iSeries system
 - Manual paper process – paper files are maintained for permits, plans and inspections
 - Doesn't accept online permits, credit cards or provide feedback to permit holders on the status of inspections
 - Year of 2017 has processed 17,158 inspections (Building/Electrical/Mechanical/Plumbing) and issued 6,922 permits
- Goal & Purpose for Replacement
 - Establish more efficient and streamlined workflow for construction code services while creating safer, stronger, and more vibrant communities
 - Automate our operations in land use planning, permitting, enforcement case management, and inspections
 - Offer online portals for submitters to apply for applications, paying online, and reviewing status. Further facilitating collaborations with other local government agencies pertaining to reviewing status data
 - Minimizes human error and limits our liability with permitting and regulatory land use (providing potential revenue savings)
- The IT department posted the RFP for Construction Code Software/Application on the MITN site
 - Posted on October 19, 2018 Deadline on November 6, 2018 at 3pm.
- Received responses from three vendors with five proposals.
- Recommendation vendor "Tyler Technologies" Product Name: "EnerGov"
 - Highest bid of \$279,229.00 but Lowest annual cost of \$22,200.00
 - Provides the best solution and feature rich for the Construction Code department
 - Largest company in the US focused solely on providing software solutions to the public sector
 - Long-standing reputation for the local government market for quality products and customer service for over 50 years
 - Provides a single, comprehensive and integrated solution to manage the County's business functions
 - Streamlines business processes through automation, integration, and workflows
 - Provides a user-friendly user interface to promote system use and productivity, minimizing the need for training
 - Eliminates redundant data entry
 - Providing many standard reports directly form the software with access to data through inquiry and drill down capabilities

Suggested Motion:

Requesting Board approval to award recommended vendor at a one-time project cost of approximately \$279,229.00 and an annual service fee of \$22,200.00.

Financial Information:

Total Costs: One Time Project Cost: \$279,229.00 Annual Service Fee: \$22,220.00	General Fund Cost: No	Included in budget: **Enterprise Fund**	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
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If not included in budget, recommended funding sources:

This section for Finance Director, Human Resources Director, Civil Counsel and Administration USE ONLY:

Review:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		
Administration Recommended: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>MC [Signature]</i>	11-28-18

Miscellaneous:

Attachments:

Attachment Titles:

(revised 9-2016)

Vendor Bid Rate Comparison

Department: Construction Code

RFP: Construction Code Software Application (RFP-IT-2018.03)

Data Conversion	Proposed	Proposed	Proposed	Proposed	Proposed
Equipment or Service(s) being evaluated	Tyler (Vendor Hosted)	Tyler (County Hosted)	BS&A (County Hosted)	Superion (Vendor Hosted)	Superion (Vendor Hosted)
Application Software/Licensing Fees	\$ 63,342.00	\$ 66,879.00	\$ 144,920.00	\$ 33,750.00	\$ 20,050.00
Server/Software Installation & Setup				\$ 10,600.00	\$ 5,600.00
Data Conversion	\$ 24,000.00	\$ 24,000.00	\$ 38,455.00	\$ 15,000.00	\$ 15,000.00
Template & Application From Development					
Application Intergration Services				\$ 2,560.00	\$ 2,560.00
Training	\$ 21,000.00	\$ 21,000.00	\$ 36,300.00	\$ 15,360.00	\$ 15,360.00
Project Management	\$ 36,750.00	\$ 36,750.00	\$ 17,050.00	\$ 21,280.00	\$ 21,280.00
Expenses:	\$ 17,000.00	\$ 17,000.00	\$ 9,840.00	\$ 13,485.00	\$ 13,485.00
Consulting/Implementation	\$ 73,500.00	\$ 73,500.00		\$ 66,640.00	\$ 66,640.00
Onsite Production Support	\$ 7,000.00	\$ 7,000.00			
SQL Enterprise		\$ 1,100.00	\$ 1,100.00		\$ 1,100.00
GIS Advanced Integration (Optional)				\$ 12,000.00	\$ 12,000.00
Financial Batch Integration (Optional)				\$ 6,400.00	\$ 6,400.00
TOTALS:	\$ 242,592.00	\$ 279,229.00	\$ 247,665.00	\$ 197,075.00	\$ 179,475.00
Consulting Support Per Hour:	\$ 175.00	\$ 175.00	n/a	\$ 200.00	\$ 200.00
Annual Service Fee:	\$ 63,342.00	\$ 22,200.00	\$ 23,000.00	\$ 39,250.00	\$ 25,050.00

Lowest Project Cost Vendor:		\$ 179,475.00	
Tyler (Vendor Hosted)	Total Cost:	\$242,592.00	Net Difference \$ 63,117.00
Tyler (County Hosted)	Total Cost:	\$279,229.00	Net Difference \$ 99,754.00
BS&A (County Hosted)	Total Cost:	\$247,665.00	Net Difference \$ 68,190.00
Superion (Vendor Hosted)	Total Cost:	\$197,075.00	Net Difference \$ 17,600.00
Superion (Vendor Hosted)	Total Cost:	\$179,475.00	Net Difference \$ -

Lowest Annual Cost Vendor:		\$ 22,200.00	
Tyler (Vendor Hosted)	Total Cost:	\$63,342.00	Net Difference \$ 41,142.00
Tyler (County Hosted)	Total Cost:	\$22,200.00	Net Difference \$ -
BS&A (County Hosted)	Total Cost:	\$23,000.00	Net Difference \$ 800.00
Superion (Vendor Hosted)	Total Cost:	\$39,250.00	Net Difference \$ 17,050.00
Superion (Vendor Hosted)	Total Cost:	\$25,050.00	Net Difference \$ 2,850.00

RESOLUTION
XX-2018
Construction Code Software

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on December 5, 2018, and reviewed request to approve and award bid to recommended vendor, Tyler Technologies, to purchase software for the Construction Code Office; and,

WHEREAS, This software will establish a more efficient and streamlined workflow for construction code services, automate operations and minimize human error; and,

WHEREAS, The IT department posted the RFP for Construction Code Software/Application on the MITN site and received responses from three vendors; and,

WHEREAS, Upon review, the recommended vendor is “Tyler Technologies” for their product “EnerGov” for a one time project cost of approximately \$279,229.00 with an annual service fee of \$22,200.00; and,

NOW THEREFORE BE IT RESOLVED THAT THE Grand Traverse County Board of Commissioners approve the purchase of Construction Code Software from Tyler Technologies for a one time project cost of approximately \$279,229.00 with an annual service fee of \$22,200.00.

BE IT FURTHER RESOLVED THAT, the Board of Commissioners authorizes the Board Chair and/or County Administrator to effectuate the necessary documents to implement the Board authorized action.

APPROVED: December 5, 2018

Action Request



Meeting Date:	December 5, 2018		
Department:		Submitted By:	Chris Forsyth
Contact E-Mail:	cforsyth@grandtraverse.org	Contact Telephone:	922-4606
Agenda Item Title:	Pugsley ReDevelopment Agreement; Purchase of the Gun Range		
Estimated Time:		Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

At the May 23, 2018 regular Board of Commissioners meeting, the Board authorized Administration to submit a proposal to the Michigan Land Bank ("MLB") for the purchase of the gun range at the former Pugsley Correctional Facility for the sum of \$1.00. The Sheriff's Office needs the gun range to properly train its deputies. Deputies are required to shoot yearly to maintain their certification as police officers. If the County was unable to obtain the range, it would be very difficult to find other suitable ranges or other appropriate training in the region, which puts in jeopardy deputies' certification, and could expose the County to liability.

(continued on following page)

Suggested Motion:

The development agreement is included with the memo. We are requesting that the Board of Commissioners adopt a resolution approving the development agreement and authorizing the Chairperson to execute it.

Financial Information:

Total Cost:		General Fund Cost:		Included in budget:	<input type="radio"/> Yes <input checked="" type="radio"/> No
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If not included in budget, recommended funding source:

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		
Administration: <input type="checkbox"/> Recommended Date: _____		
<u>Miscellaneous:</u>		

Attachments:

Attachment Titles:

MLB accepted our proposal and has requested that we enter into a development agreement with MLB, the other bidder on the remaining property for the correctional facility, North Bay Capital Group, LLC ("North Bay") and Fife Lake Township. Under the terms of the development agreement, the County would obtain ownership of the gun range, which is approximately 20 acres, while Northbay would obtain ownership of the remainder of the property in different phases, totaling approximately 179 acres. Under the terms of the agreement, the Township would agree to draft planned develop district regulations and designate the overall property as an industrial district as defined the Township's zoning ordinance. Once the regulations are established and the Planning Commission designates the property as an industrial district, the County would then seek special use and site plan approval for the gun range, which would be expanded to provide additional training opportunities. If the Planning Commission approves the County's request, then MLB will convey the Property to the County. It is important to note that because the gun range may be considered a pollution facility as defined in Michigan's environmental protection laws, the agreement gives the County the ability to terminate the agreement if the County is not satisfied with an environmental assessment. Also, Commissioners should know that we have had several meetings with Township representatives and Northbay representative who so far have expressed support of the Sheriff's Department continued use and planned future expansion of the gun range to provide deputies with better training opportunities. Although we do not know how the Planning Commission will react to the County's proposed use and potential expansion, we are optimistic that it will be well received and Township officials will continue their support.

The development agreement is attached.

RESOLUTION
XX-2018
Pugsley Redevelopment Agreement

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on December 5, 2018, and reviewed request to approve the Pugsley Redevelopment Agreement; and,

WHEREAS, at the May 23, 2018 regular Board of Commissioners meeting, the Board authorized Administration to submit a proposal to the Michigan Land Bank ("MLB") for the purchase of the gun range at the former Pugsley Correctional Facility for the sum of \$1.00. The Sheriff's Office needs the gun range to properly train its deputies, and if the County was unable to obtain the range, it would be very difficult to find other suitable ranges or other appropriate training in the region; and,

WHEREAS, MLB accepted our proposal and has requested that we enter into a development agreement with MLB, the other bidder on the remaining property for the correctional facility, North Bay Capital Group, LLC ("North Bay") and Fife Lake Township; and,

NOW THEREFORE BE IT RESOLVED THAT THE Grand Traverse County Board of Commissioners approve the Camp Pugsley Development Agreement, attached hereto and hereby becoming a part of this resolution between Grand Traverse County, North Bay Capital Group LLC, and the Township of Fife Lake.

BE IT FURTHER RESOLVED THAT, the Board of Commissioners authorizes the Board Chair and/or County Administrator to effectuate the necessary documents to implement the Board authorized action.

APPROVED: December 5, 2018

CAMP PUGSLEY PROJECT DEVELOPMENT AGREEMENT

This Development Agreement is made and executed by, between, and among North Bay Capital Group, LLC, 1652 Keane Drive, Traverse City, MI 49696, the Township of Fife Lake, 134 Morgan Street, P.O. Box 87, Fife Lake, MI 49633, the County of Grand Traverse, 400 Boardman Avenue, Traverse City, MI 49684, and the Michigan Land Bank Fast Track Authority, 300 N. Washington Square, Lansing, MI 48913, for and in consideration of the mutual promises and covenants set forth herein below.

Recitals

WHEREAS, the above-identified parties have mutually accepted the following:

- A. MLB has considered development of certain real property located in Fife Lake Township, Grand Traverse County, Michigan, being more particularly described in Exhibit A attached hereto (the Property). MLB has selected North Bay as the organization which possesses the skill, expertise and resources necessary to effectuate any plans to create a development for the Property (the Project) which would bring the Property to its highest and best use.
- B. The parties hereto wish to establish a schedule for the planning, design, and development of the Property.
- C. The preparation of plans for the development of the Property are best enhanced by coordinating the efforts of the parties, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Definitions of Property

- 1.1. *Property* means the entire area known as the former Camp Pugsley as MLB has received from the State of Michigan Department of Technology, Management and Budget (Exhibit A), comprising a total of approximately 179 acres. The various portions of the Property that are the subject of this Agreement are identified on the Site Drawing attached hereto as Exhibit B and further defined as follows:
- 1.2. *Phase One Area* means that portion of the Property located in the southeast area of the Property, consisting of approximately 40 acres contained within the security fence line of the former Camp Pugsley facility.
- 1.3. *Phase Two Area* means that portion of the Property that lies west of the Phase One Area, south of the Phase III Area and is bounded on the south by Walton Road, containing approximately 40 acres.

1.4. *Phase Three Area* means that portion of the Property north of the Phase Two Area and is bounded on the west by Hodge Road, containing approximately 40 acres.

1.5. *Northeast Area* means that portion of the Property north of the Phase One Area and east of the Phase Three Area, containing approximately 40 acres. The Northeast Area is further divided into sub-areas as:

1.5.1. *Gun Range Area* is the area immediately adjacent and directly to the north of the Phase One Area, contains the gun range development, is approximately 20 acres, more or less, and shall be considered an longstanding, unrestricted and preexisting firearms range to be used exclusively by the Grand Traverse County Sheriff's Office and other law enforcement agencies who may use the gun range area as permitted by the Sheriff's Office;

1.5.2. *Ponds Area* is the area immediately adjacent to the north of the Gun Range Area and contains the former prison camp wastewater treatment ponds and processing equipment and is approximately 20 acres.

1.6. *Wellhead Area* means the wooded area immediately east of the Phase One Area, containing the former prison camp water system supply wells, pipes, water storage infrastructure and pumphouse, and is approximately 19 acres.

2. Other Definitions

2.1. *Agreement* means this Development Agreement.

2.2. *Camp Pugsley Project* means the development of the Property for approved uses by North Bay, the County, and the Township, together with the reasonable and necessary infrastructure appurtenant to such development.

2.3. *Conceptual Master Development Plan* means a preliminary plan of the Property, including proposed land uses, land improvements and preliminary design layout(s), existing or proposed infrastructure, presented in both drawing(s) and narrative(s).

2.4. *County* means the County of Grand Traverse, State of Michigan, acting through its County Board of Commissioners.

2.5. *Effective Date* means the date upon which all parties have, by their signature, caused this Agreement to be approved or executed.

2.6. *Final PD Site Plan* means a detailed development plan, which includes proposed land uses, land improvements and design layout(s), existing or proposed infrastructure, and presented in both drawing(s) and narrative(s).

2.7. *MLB* means the Michigan Land Bank Fast Track Authority, Lansing, Michigan, acting through its Director.

2.8. *North Bay* means North Bay Capital Group, LLC, Traverse City, Michigan.

2.9. *Planning Commission* means the Fife Lake Township Planning Commission.

2.10. *Purchase Price* means the amount of money to be paid for the various portions of the Property as set out in this Agreement or in an option/purchase agreement as contemplated in Section 4 of this Agreement,

2.11. *Township* means the Township of Fife Lake, Grand Traverse County, Michigan, acting through its Township Board.

2.12. *Zoning Ordinance* means the Fife Lake Township Zoning Ordinance, ordinance No. 20-2- ZO as amended.

3. PROPERTY STATUS AND PROCESS FOR FUTURE DEVELOPMENT AND USE

The parties agree to the following stipulations regarding present status and future development and use of the Property.

3.1. Because of its former use as the Pugsley Correctional Facility, the Property presently has no use designation in the Zoning Ordinance.

3.2. The Township has petitioned the Planning Commission for review and recommendation of a text and map amendments to the Zoning Ordinance and Master Plan to provide for a Planned Development Zoning District (PD District), to include the Property in the PD District, and to include those permitted and special uses in the current I1 –Industrial District, along with any other uses the Planning commission deems appropriate, in the PD District.

3.3. The uses proposed and procedures for the Property shall comply with the appropriate zoning requirements of Fife Lake Township at the time those zoning requirements are in place and the proposed land uses approved, consistent with, the Zoning Ordinance.

4. PROPERTY OPTIONS AND PURCHASE PRICE

4.1. MLB and North Bay intend to enter into a separate option/purchase agreement for the Property, excluding the Gun Range, to include terms regarding grant of options and price(s) paid upon closing of phases of the Property.

4.2. Timelines within the option/purchase agreement shall be generally consistent with those in this Development Agreement.

4.3. MLB and the County agree to a price of \$1.00 for the Gun Range area to be conveyed to the County.

5. PROPERTY CONCEPTUAL MASTER DEVELOPMENT PLAN

5.1. Upon the Effective Date, North Bay shall begin to prepare a Conceptual Master Development Plan for the entire Property to be consistent with North Bay's RFQ proposal, to include the following:

5.1.1. North Bay's plan for the Phase One Area, Phase Two Area, Phase Three Area, and Ponds Area it intends to acquire, develop, and own.

5.1.2. The County's plan for the Gun Range Area that the County intends to acquire, develop and own.

5.1.3. Location of the proposed easement to allow the County access to the Gun Range Area.

5.1.4. Location of the Wellhead Area, and the wells, pumphouse, piping and water tower previously used as the Camp Pugsley water system.

5.2. Within 30 days of the Effective Date, the County shall prepare a conceptual plan for the Gun Range Area it intends to acquire, develop and own, and submit same to North Bay for integration into the Conceptual Master Development Plan.

5.3. Within 120 days of the Effective Date, North Bay shall submit the Conceptual Master Development Plan to the Township for use by the Township. North Bay shall transmit a copy of the Conceptual Development Master Plan to the MLB, verified by date and time stamp showing receipt by the Planning Commission, within three (3) days after receipt verification by the Planning Commission.

5.4. North Bay shall act as lead applicant and undertake all actions required and necessary by the Zoning Ordinance for review and consideration of the development. Such actions shall include, but not be limited to, formal steps as required by the Zoning Ordinance, and any additional public presentations and meetings as requested by the Township or its Planning Commission.

5.5. Relative to their own respective interests, the County and Township shall assist as appropriate and necessary in North Bay's review process before the Planning Commission and Township.

6. PHASE ONE AREA DEVELOPMENT

6.1. Within sixty (60) days after, approval the Conceptual Development Master Plan pursuant to Section 5.3 above, North Bay will prepare and submit an application and final site plan for the Phase One Area and Wellhead Area, pursuant to the applicable provisions of the Zoning Ordinance, to the Planning Commission for review as the Phase One PD Final Site Plan. North Bay shall transmit a copy of the application and Phase One PD Final Site Plan to MLB, verified by date and time stamp showing received by the Planning Commission, within 3 days after receipt verification by the Township.

6.2. The County shall prepare and provide a final site plan for the Gun Range Area to North Bay prior to and for inclusion with North Bay's submittal of the Phase One Final Site Plan to the Planning Commission.

6.3. Along with the application copy North Bay shall prepare and submit to MLB an ALTA survey certified to North Bay and MLB describing the Phase One Area and Wellhead Area to be conveyed to North Bay by MLB.

6.4. Within 30 days of final approval by the Township of the Phase One Final PD Site Plan, North Bay and MLB will close on sale and transfer of the Phase One Area and Wellhead Area.

7. PHASE TWO AREA DEVELOPMENT

7.1. Not less than 60 days prior to end of the Performance Obligations Period for the Phase One Area, as described in Section 16 of this Agreement, and when North Bay demonstrates to MLB it has complied with its Performance Obligations for the Phase One Area, North Bay may provide MLB with notice of its intent to proceed with entitlement, purchase and development of the Phase Two Area.

7.2. Within 60 days after providing its notice of intent to MLB, North Bay shall prepare and submit a Land Use application and final site plan for the Phase Two Area, pursuant to the Zoning Ordinance, to the Planning Commission for review as the Phase Two Final Site Plan. North Bay shall transmit a copy of the application and Phase Two Final Site Plan to MLB, verifying receipt by the Township, within 3 days after receipt verification by the Township.

7.3. Along with the application copy, North Bay will prepare and submit to MLB an ALTA survey certified to North Bay and MLB describing the Phase Two Area to be conveyed to North Bay by MLB.

7.4. Within 30 days of final approval by the Township of the Phase Two Final Site Plan, North Bay and MLB will close on sale and transfer of the Phase Two Area.

8. PHASE THREE AREA DEVELOPMENT

8.1. Not less than 60 days prior to end of the Performance Obligations Period for the Phase Two Area as described in Section 16 of this Agreement, and when North Bay demonstrates to MLB it has complied with its Performance Obligations for the Phase Two Area, North Bay may provide MLB with notice of its intent to proceed with entitlement, purchase and development of the Phase Three Area.

8.2. Within 60 days after providing its notice of intent to MLB, North Bay shall prepare and submit a Land Use application and final site plan for the Phase Three Area, pursuant to the Zoning Ordinance, to the Planning Commission for review as the Phase Three PD Final Site Plan. North Bay shall transmit a copy of the application and Phase Three PD Final Site Plan to MLB, verifying receipt by the Township, within 3 days after receipt verification by the Township.

8.3. Along with the application copy, North Bay will prepare and submit to MLB an ALTA survey certified to North Bay and MLB describing the Phase Three Area to be conveyed to North Bay by MLB.

8.4. Within 30 days of final approval by the Township of the Phase Three Final PD Site Plan, North Bay and MLB will close on sale and transfer of the Phase Three Area.

9. ADDITIONAL PHASES

If additional phases become necessary for development of the Property, the requirements and procedure described in Section 8 of this Agreement shall apply to all such phases.

10. GUN RANGE AREA DEVELOPMENT

10.1. The County shall prepare and provide a detailed site plan for the Gun Range Area to North Bay for inclusion with North Bay's Phase One Area Final PD Site Plan submittal to the Planning Commission.

10.2. The County shall prepare and submit to MLB an ALTA survey certified to MLB describing the Gun Range Area to be conveyed by MLB to the County.

10.3. North Bay shall, upon receiving title Phase One Property, prepare and record with the Grand Traverse County Register of Deeds a public easement, with prior acceptance from the County, for ingress to and egress from the Gun

Range area to Walton Road, and present copies of said recorded public easement to the Township and MLB.

10.4. Except as otherwise provided in Section 17.8 within sixty (60) days of approval by the Planning Commission of the Phase One Final PD Site Plan, the County and MLB will close on transfer of the Gun Range Area.

11. PONDS AREA DEVELOPMENT

11.1. The parties understand and acknowledge the Michigan Department of Technology, Management, and Budget (DTMB) has commenced a work project to demolish and remove the on-site wastewater system ponds and related equipment and infrastructure.

11.2. Upon completion of the wastewater system demolition/removal work project, MLB shall notice North Bay, the County, and the Township of such status.

11.3. Upon notice of completion of the wastewater system demolition/removal work project, North Bay shall reserve the right, until submittal of its Phase Three Final PD Site Plan to the Planning Commission, to include the Ponds Area in its Phase Three Final PD Site Plan, contingent upon North Bay's preparation and presentation to MLB of a plan for development of the Ponds Area.

11.4. If North Bay does not exercise its right to include the Ponds Area in its Phase Two Final PD Site Plan, the County may then propose its acquisition of the Ponds Area to MLB. To propose acquisition, the County shall present a plan to MLB for development of the Ponds Area, either independent of or related to the Gun Range Area. The County shall then prepare and submit an application and final site plan for the Ponds Area, pursuant to the Zoning Ordinance, to the Planning Commission for review as the Ponds Area Final Site Plan.

11.5. Either North Bay or the County, whomever proposes to acquire the Ponds Area, will prepare and submit to MLB an ALTA survey certified to MLB describing the Ponds Area to be conveyed to that party by MLB.

11.6. Within 30 days of approval by the Township of the relevant Final PD Site Plan, the acquiring party and MLB will close on sale and transfer of the Ponds Area.

12. WELLHEAD AREA AND WATER SYSTEM

12.1. The parties understand and acknowledge the presence of water system supply wells, pipes, storage tanks and pumphouse infrastructure is a critical infrastructure asset to the Property, and as such no building or above-grade

structural development shall be permitted within the Wellhead Area except for maintenance, renovation, or upgrades to the water system.

12.2. Upon Receiving title North Bay shall prepare and file with the Grand Traverse County Register of Deeds any restrictive covenant required, for such a private water system, by the Michigan Department of Environmental Quality over the Wellhead Area to protect the water system supply wells, pipes and pumphouse infrastructure.

12.3. North Bay shall accommodate the Township's connection to and use of the Property's existing water system infrastructure for only non-consumption uses, such as a water source for firefighting needs and shall not charge the Township any fee for such accommodation. Ongoing maintenance so as to maintain the system in its current capacity and future system renovations or upgrades shall be the sole responsibility of North Bay.

12.4. North Bay and the Township shall meet and develop a set of procedures to accommodate access to the hydrants and controls of the pumps as is necessary to effectuate the purposes of this Section 12.3.

13. PUBLIC AGENCY REPRESENTATIONS

13.1. MLB represents that it is the owner of the Property, it has not received any notice of and has no knowledge of any existing, pending or threatened litigation which could affect any of the parcels, and that its Director is authorized to sign this Agreement for and on behalf of MLB.

13.2. The Township Board has approved this Agreement in accordance with the Michigan Open Meetings Act on the ___ day of _____, 2018 and has authorized _____ as Supervisor and _____ as Clerk to sign this Agreement for and on behalf of the Township.

13.3. The County Board of Commissioners has approved this Agreement in accordance with the Michigan Open Meetings Act on the ___ day of _____, 2018 and has authorized _____ as Chairperson and _____ as Clerk to sign this Agreement for and on behalf of the County.

14. NORTH BAY'S REPRESENTATIONS.

North Bay represents and warrants the following, with the understanding that each of the following representations and warranties are material and are relied on by the other parties:

14.1. North Bay has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out its obligations hereunder, and all requisite action necessary to authorize North Bay to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Agreement on behalf of North Bay is authorized to do so.

14.2. North Bay is aware of the physical condition of the Property, and it is aware that the parcels were used as the former Camp Pugsley Correctional Facility and ancillary uses.

14.3. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Buyer which, if adversely determined, could interfere with the consummation of the transaction contemplated by this Agreement.

14.4. The foregoing representations shall be continuing and shall be true and correct as of the execution of this Agreement and as of all closings, and all such representations shall survive each closing for a period of one (1) year.

15. CONDITIONS AND PRECEDENT CONTINGENCIES

Certain obligations of the parties including, without limitation, the obligation of North Bay to close upon any portion of the Property, and the MLB's obligation to sell such portions of the Property, is contingent upon the prior satisfaction of the following conditions and precedent contingencies ("Conditions and Precedent Contingencies") which will be construed to be in addition to, and not in lieu of, any specific terms or conditions as may be set forth elsewhere in this Agreement:

15.1. This Agreement has been duly approved, executed, delivered and acknowledged by and is binding upon North Bay, the Township, the County, and MLB as applicable.

15.2. MLB and North Bay shall execute an option/purchase agreement within 10 days of the Effective date.

15.3. North Bay, to the best of its knowledge, information and belief, is, at the time of any closing, in compliance with all local, state and federal laws and Ordinance as are applicable to the Project including, without limitation, the Township's Zoning Ordinance.

15.4. The Planning Commission and, as required by law, the Township Board, have given final approval to the following plans to North Bay to the extent that each plan may apply to one or more of the development phases:

15.4.1. The Conceptual Master Development Plan;

15.4.2. The Final PD Site Plan for each development phase;

15.4.3. Approved engineering plans, drawings and specifications applicable to the infrastructure improvements to be constructed upon the parcel, if any.

15.5. Final Site Plan. No closing shall take place for any portion of the Property until North Bay has a final PD site plan approved by the Planning Commission and, if necessary, Township Board for such portion of the Property.

15.6. Such additional contingencies, if any, as may be set forth in amendments to this Agreement.

16. PERFORMANCE OBLIGATIONS OF NORTH BAY

After closing on any development phase, and upon the issuance of all necessary permits and approvals as required, North Bay will diligently undertake to install and/or construct building and land improvements and other related infrastructure as approved by the Township in each Phase Final Site Plan. The buildings, land improvements, and infrastructure of each Phase shall be 80% complete within 24 months after that Plan was approved in the relevant Phase Final PD Site Plan, with demonstrated for completion of the remaining 20%. Verification for meeting these Performance Obligations, for each phase, shall be made by an entity separate and unrelated to from North Bay pre-qualified by MLB. If such buildings, land improvements, infrastructure, and insurance performance is not met within 24 months after commencement, the MLB will have the right to terminate this Agreement and retain all sums of money paid; however, North Bay shall retain any rights and property acquired prior to termination but shall have no further rights under this Agreement. For delays beyond the control of North Bay, North Bay shall provide notice to MLB and upon receipt the 24-month period will be extended in an amount equal to the time lost due to such delay. For purposes of this Agreement, "delays beyond control" shall mean a delay caused by fire, earthquake, flood, explosion, adverse weather conditions, riot and insurrection, mob violence, sabotage, inability to procure (or general shortage of) labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of any labor union, laws or orders of governmental authorities or any other cause not in the reasonable control of North Bay.

17. CLOSING.

17.1. MLB shall prepare a quit claim deed to transfer its title to North Bay and forward to North Bay for North Bay's review at least 10 days before the scheduled date of each Phase closing.

17.2. As MLB owns all the parcels, there are no taxes to be prorated. The Township and County agree that the assessed taxable value shall remain at zero until each phase of property is privately acquired.

17.3. The contemplated transfers are exempt from Michigan real estate transfer tax.

17.4. North Bay shall pay the costs of recording.

17.5. Upon payment of the Purchase Price plus all other sums due to MLB under this Agreement, MLB shall convey to North Bay a quit-claim deed in recordable form subject to existing building and use restrictions and easements of record existing prior to the effective date of this Agreement. Upon the completion of closing, any objections to title shall be deemed to have been waived.

17.6. As-Is Sale. Except as otherwise provided in section 17.8, North Bay and the County acknowledge and agree that MLB has not made and does not hereby make any representations, warranties or covenants of any kind or character whatever, expressed or implied, with respect to the quality, integrity, nature of, use or condition of any of the parcels or any improvements, fixtures and personal property located on or used in connection with any of the parcels. As of the closing, North Bay and the County shall be conclusively deemed to have accepted the land on an "as is, where is" basis.

17.7. North Bay and the County shall have possession upon completion of the closing.

17.8. Environmental Assessment. Prior to the County closing on the Gun Range Area, MLB and North Bay shall give the County the right to enter the Property to conduct an environmental assessment, including but not limited to a Phase I and Phase II Environmental Site Assessment and a Baseline Environmental Assessment of the Gun Range Area at the County's sole expense. MLB and North Bay shall reasonably cooperate with the County in its performance of the assessment, and provide to the County any reports, documentation or other data related to the environmental condition of the Gun Range Area when requested by the County. If the County, in the County's sole discretion, is not satisfied with the results of the assessment for any reason, the County may terminate this Agreement without penalty by written notification to MLB and North Bay within 14 days after the Phase II Environmental Site Assessment is completed. If the County does not give such notice to MLB and North Bay, then closing shall proceed as provided in Sections 17.1 through 17.7. The County shall be responsible for submitting the Baseline Environmental Assessment to the Michigan Department of Environmental Quality.

18. NOTICES

All notices, requests, demands and other communications that are required or permitted to be given under this Agreement will be in writing and will be deemed to have been sufficiently given after 2 days for all purposes hereunder if (a) delivered personally to the party to whom the same is directed, (b) sent by certified mail, postage prepaid, return receipt requested, or (c) overnight mail, at the addresses identified below; or to such other party at such other address as shall be given in writing in accordance herewith.

- If the MLB, to: Josh Burgett, Director
c/o MLBFTA
200 South Washington Square
Lansing, Michigan 48913
- With copies to: Patrick Ennis, General Counsel
c/o MLBFTA
200 South Washington Square
Lansing, Michigan 48913
- If North Bay, to: Paul Bandrowski
c/o North Bay Capital Group, LLC
404 Hughes Drive
Traverse City, MI 49696
- With a copy to: Marc McKellar II
c/o Kuhn Rogers, PLC
412 S. Union Street
Traverse City, MI 49684
- If the County, to: County Administration
400 Boardman Avenue
Suite 305
Traverse City, MI 49684
- With copies to: County Clerk
400 Boardman Avenue
Traverse City, MI 49684
- If the Township, to: Supervisor
c/o Township of Fife Lake
P.O. Box 87
Fife Lake, MI 49633
- With copies to: Clerk

c/o Township of Fife Lake
P.O. Box 87
Fife Lake, MI 49633

MISCELLANEOUS

18.1. Successors and Assigns; Assignments. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; however, North Bay may assign: (a) its rights under this Agreement, as security for financing provided by a lender for development of one or more phases; and (b) its rights and obligations under this Agreement, to a wholly-owned corporate affiliate of North Bay which expressly assumes all of the duties of North Bay hereunder, it being agreed, nevertheless, that North Bay will remain responsible for their performance.

18.2. Entire Agreement; Amendment; No Other Intended Beneficiaries. This Agreement represents the entire agreement as it exists at the time of the signing of this Agreement between the parties. The parties hereto acknowledge that other Township ordinances including, but not limited to, the zoning and development control ordinances and building and construction codes may require additional permits and agreements. This Agreement may not be amended, altered or modified unless the party against whom enforcement of any waiver, modification or discharge is sought does so in writing. No person not a party hereto is intended to be a beneficiary of or to have the right to enforce this Agreement.

18.3. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan. The invalidation of one or more of the terms of this Agreement will not affect the validity of the remaining terms. The parties acknowledge that the proper venue of any court action involving MLB is in the Michigan Court of Claims, and for the other parties is in the Grand Traverse Circuit Court.

18.4. Joint Drafting. The parties have engaged in extensive discussions and negotiations over the terms of this Agreement and no party has acted as the exclusive drafter of the language of these agreements and no inference or presumption or application of a rule of contract construction should be made based upon the premise that one party acted more than the other party as the draftsman of these agreements.

18.5. Termination. The terms and conditions of this Agreement will survive closing on any phase of the Property.

The County and North Bay, in a joint effort and in good faith, agree to reasonably cooperate to timely prepare and submit a complete Brownfield redevelopment plan for the Property to all necessary parties, including but not limited to, the Grand Traverse County Brownfield Redevelopment Authority, Township, Michigan Department of Environmental Quality, Michigan Economic Development Corporation, and Grand Traverse County Board of Commissioners.

END OF PAGE

MICHIGAN LAND BANK FAST TRACK AUTHORITY

Josh Burgett, Director

Subscribed and sworn to before me on the ____ day of _____, 2018.

_____.

Notary Public, _____ County
My commission expires

NORTH BAY CAPITAL GROUP, LLC.

Paul Bandrowski, Authorized Member

Subscribed and sworn to before me on the ____ day of _____, 2018.

_____.

Notary Public, _____ County
My commission expires

This Agreement was approved by the Fife Lake Township Board and the Supervisor and Clerk were authorized to sign this Agreement on the ___ day of _____, 2018 and was signed by the Supervisor and Clerk on the ___ day of _____, 2018.

Witnesses

TOWNSHIP OF FIFE LAKE

Linda Forwerck, Supervisor

Terry Street, Clerk

Subscribed and sworn to before me on the ___ day of _____, 2018.

_____.

Notary Public, _____ County
My commission expires

This Agreement was approved by the Grand Traverse County Board of Commissioners and the Chairperson and Clerk were authorized to sign this Agreement on the ___ day of _____, 2018 and was signed by the Chairperson and Clerk on the ___ day of _____, 2018.

Witnesses

COUNTY OF GRAND TRAVERSE

Carol Crawford, Chairperson

Bonnie Scheele, Clerk

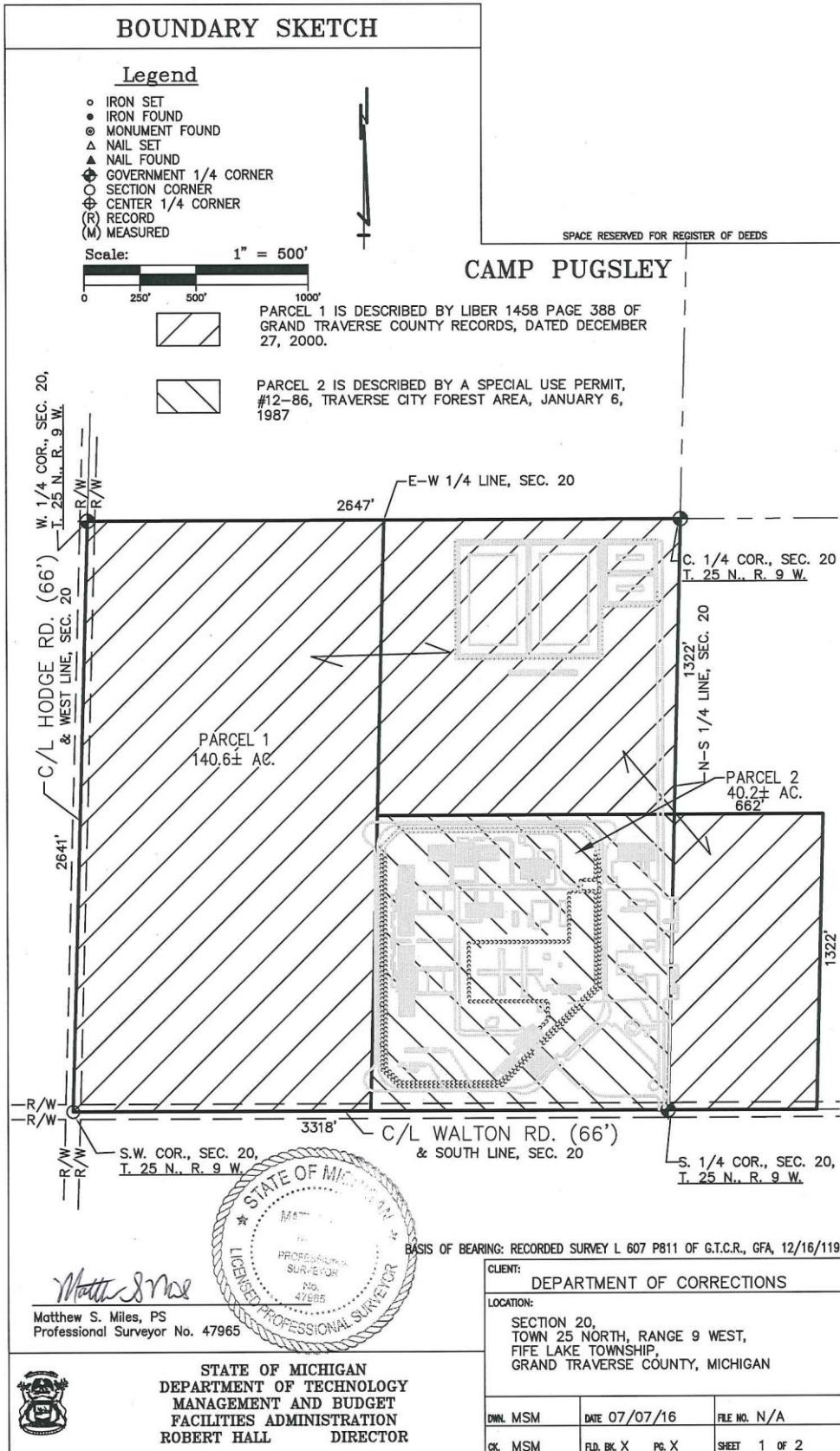
Subscribed and sworn to before me on the ___ day of _____, 2018.

_____.

Notary Public, _____ County
My commission expires

END OF PAGE

EXHIBIT A



Matthew S. Miles

Matthew S. Miles, PS
Professional Surveyor No. 47965

CLIENT:
DEPARTMENT OF CORRECTIONS

LOCATION:
SECTION 20,
TOWN 25 NORTH, RANGE 9 WEST,
FIFE LAKE TOWNSHIP,
GRAND TRAVERSE COUNTY, MICHIGAN

DWN. MSM	DATE 07/07/16	FILE NO. N/A	
CK. MSM	FLD. BK. X	Pg. X	SHEET 1 OF 2

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY
MANAGEMENT AND BUDGET
FACILITIES ADMINISTRATION
ROBERT HALL DIRECTOR

EXHIBIT B



Job Postings

<input checked="" type="checkbox"/> Administration (2)	<input checked="" type="checkbox"/> Administrative Assistant (1)	<input checked="" type="checkbox"/> Allied Health (1)
<input checked="" type="checkbox"/> Attorney (1)	<input checked="" type="checkbox"/> Clerical & Data Entry (1)	<input checked="" type="checkbox"/> Corrections (1)
<input checked="" type="checkbox"/> Court Administration (1)	<input checked="" type="checkbox"/> Customer Service (2)	<input checked="" type="checkbox"/> Health Sciences (1)
<input checked="" type="checkbox"/> Health Services (2)	<input checked="" type="checkbox"/> Law Enforcement (2)	<input checked="" type="checkbox"/> Legal (1)
<input checked="" type="checkbox"/> Management (1)	<input checked="" type="checkbox"/> Medical/Dental (1)	<input checked="" type="checkbox"/> Miscellaneous (3)
<input checked="" type="checkbox"/> Nursing (2)	<input checked="" type="checkbox"/> Nutrition (2)	<input checked="" type="checkbox"/> Office and Administrative Support (2)
<input checked="" type="checkbox"/> Paraprofessional (2)	<input checked="" type="checkbox"/> Public Records (1)	<input checked="" type="checkbox"/> Public Safety (2)
<input checked="" type="checkbox"/> Records Management (2)	<input checked="" type="checkbox"/> Research (1)	<input checked="" type="checkbox"/> Social Sciences (1)
<input checked="" type="checkbox"/> Social Services (1)		

Search

Enter keywords (optional): [Explain this](#)

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 [Print this page](#)

9 records found.

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Position <input checked="" type="checkbox"/>	Emp. Type <input checked="" type="checkbox"/>	Salary <input checked="" type="checkbox"/>	Closing Date <input checked="" type="checkbox"/>
Assistant Prosecuting Attorney I	Regular Full Time	\$46,616.00 - \$58,247.00 Annually	12/14/18
Correctional Officer - Sheriff's Office	Regular Full Time	\$18.65 - \$24.40 Hourly	Continuous
Deputy - Sheriff's Office	Regular Full Time	\$19.86 - \$25.89 Hourly	Continuous
Medical Examiner Investigator - Part-Tim...	On-Call/Irregular	Not Displayed	Continuous
Office Specialist - Commission on Aging	Regular Full Time	\$13.71 - \$17.14 Hourly	11/30/18
Office Specialist - Central Records	Regular Full Time	\$14.85 - \$18.54 Hourly	12/12/18
Public Health Nurse I or II	Regular Full Time	\$39,737.00 - \$53,151.00 Annually	12/07/18
Seasonal Law Enforcement Deputy/Marine D...	On-Call/Irregular	\$11.07/Hour	Continuous
Universal Aide	Regular Full Time	\$12.83 - \$16.00 Hourly	

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