

## GRAND TRAVERSE COUNTY BOARD OF COMMISSIONERS

Wednesday, April 4, 2018 @ 5:30 p.m.  
Governmental Center, 2<sup>nd</sup> 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 March 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](http://www.grandtraverse.org).

#### a. Receive and File:

- 1) Community Action Agency minutes of February 15, 2018 .....9  
2) Department of Health & Human Services minutes of February 23, 2018.....13  
3) Road Commission Report .....17

b.	Approvals:	
1)	GT Sheriff's Office – Surplus Equipment and Bicycles for Auction /Disposal .....	18
2)	GT Sheriff's Office – Michigan Licensing & Regulatory (LARA) Medical Marihuana Grant .....	22
3)	Commission on Aging – Change in Staffing Plan.....	41
4)	Commission on Aging - Outside Agency Funding .....	43
5)	Health Department – Annual Flu Vaccine Purchase .....	45
c.	Action:	
7.	SPECIAL ORDERS OF BUSINESS:	
a)	FISH PASS Presentation by Great Lakes Fishery Commission Statement of Support for FishPass .....	52
8.	ITEMS REMOVED FROM CONSENT CALENDAR	
9.	DEPARTMENTAL ITEMS:	
a.	GRAND TRAVERSE CONSERVATION DISTRICT:	
1)	Millage Request for August 7 <sup>th</sup> Ballot .....	79
b.	PROSECUTING ATTORNEY:	
1)	Approval of Soil Erosion and Sedimentation Control Ordinance .....	85
2)	Approval of Fee Schedule .....	106
c.	CIRCUIT COURT:	
1)	New Grade for Circuit Court Administration – Referees .....	109
d.	ROAD COMMISSION:	
1)	Michigan Transportation Fund Bonds, Series 2018 .....	112
e.	FINANCE:	
1)	Budget Update – 2017 Year End .....	141
d.	ADMINISTRATION:	
1)	Expression of Gratitude – Grand Traverse Band of Ottawa & Chippewa Indians .....	146
2)	Resolution Supporting the Sale of Whitewater Township Property to the DNR .....	148
10.	OLD/UNFINISHED BUSINESS:	
a.	Reaffirmation of Resolution 116-2014 – Creation of a Criminal Justice Coordinating Committee (CJCC) .	149
b.	Animal Control Ad Hoc Committee – Update .....	150
c.	Commission on Aging Ad Hoc Committee – Recommendation for Appointments.....	151
d.	Administrator Search – Deputy Administrator (Johnson)	
e.	Regional Morgue Ad Hoc – additional members (Crawford)	
11.	NEW BUSINESS:	
12.	SECOND PUBLIC COMMENT (Refer to Rules under Public Comment/Input above.)	
13.	COMMISSIONER/DEPARTMENT REPORTS:	
14.	NOTICES:	
15.	CLOSED SESSION IF NEEDED:	
16.	ADJOURNMENT	

GRAND TRAVERSE COUNTY  
BOARD OF COMMISSIONERS

Regular Meeting  
March 21, 2018

Chairwoman Crawford called the meeting to order at 5:32 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: Addison Wheelock, Jr., Tom Mair, Dan Lathrop, Bob Johnson,  
Cheryl Gore Follette, Ron Clous and Carol Crawford

APPROVAL OF MINUTES

Minutes of March 7, 2018 – Regular Meeting

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

PUBLIC COMMENT

**Bob Cooney**, Prosecuting Attorney, spoke about the request for the Substance Use Assessment for an epidemiology study.

**Toni Stanford**, spoke about the mental health issues in the jail.

**Greg McMaster**, spoke about the mental health issues in the jail.

**Joe Berry**, introduced himself as the new Facilities Director

**Kris Erickson**, Parks and Recreation Director, spoke about the Earth Day Celebration April 22<sup>nd</sup> at Twin Lakes.

**Deb Zerafa**, spoke about the interview and selection process for vacancies in the county.

**Darcy Pickren**, spoke about the Animal Control Department

APPROVAL OF AGENDA

Additions: Ad Hoc Committee appointment for regional morgue and discussion of Administrator search under Old Business. Conflict of Interest notice under New Business.

Moved by Mair, seconded by Clous to approve the agenda as amended. Motion carried.

CONSENT CALENDAR

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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.

A. RECEIVE AND FILE

1. Airport Commission minutes of January 23, 2018 (Organizational and Regular Meetings)
2. Conservation District – February Report
3. Northern Lakes Community Mental Health minutes of February 15, 2018

B. APPROVALS

1. Northern Michigan Public Health Alliance Memorandum of Understanding Renewal  
*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-1

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By Gore Follette

Moved by Wheelock, seconded by Lathrop to approve the Consent Calendar minus Item #B-1. Motion carried.

SPECIAL ORDERS OF BUSINESS

**a. “The Boardman: A River Reborn” Update**

Frank Dituri, Amy Beyer, and D.J. Shook, Dams Implementation Team, gave a presentation on the progress of the removal of the dams.

Moved by Crawford, seconded by Wheelock to direct the Administration staff to craft a resolution thanking the Grand Traverse Band for their support in this project. Motion carried.

**b. Public Hearing – Resolution of Support to Resubmit Land & Water Conservation Fund Grant Application for the Boardman Lake Loop & Medalie Park Project.**

Chairwoman Crawford opened the public hearing at 6:28 p.m.

Kris Erickson, Parks and Recreation Director, gave a brief overview of the grant application request for the Boardman Lake Loop and Medalie Park project.

There being no further comments or correspondence, the public hearing was closed at 6:35 p.m.



Resolution 40-2018  
Parks and Recreation  
Resolution of Support for the Land and Water  
Conservation Fund Grant for the Boardman Lake Trail

Moved by Gore Follette, seconded by Clous to approve Resolution 40-2018.  
Motion carried.

**c. Public Hearing – Approval to Apply for Michigan Natural Resources Trust Fund Grant – Lone Pine Footbridge**

Chairwoman Crawford opened the public hearing at 6:35 p.m.

Steve Largent, Drain Commissioner, gave a brief presentation of the grant request for the Lone Pine Footbridge.

There being no further comments or correspondence, the public hearing was closed at 6:38 p.m.

Resolution 41-2018  
Parks and Recreation  
Resolution of Support for the Michigan Natural  
Resources Trust Fund Grant for  
The Lone Pine Pedestrian Bridge

Moved by Gore Follette, seconded by Wheelock to approve Resolution 41-2018.  
Motion carried.

**ITEMS REMOVED FROM CONSENT CALENDAR**

**Item #B-1 – Northern Michigan Public Health Alliance Memorandum of Understanding Renewal**

Wendy Hirschenberger, Health Officer, answered questions about the Northern Michigan Public Health Alliance Memorandum of Understanding.

Resolution 42-2018  
Public Health Alliance  
Memorandum of Understanding Renewal

Moved by Mair, seconded by Johnson to approve Resolution 42-2018. Motion carried.

**DEPARTMENT ACTION ITEMS**

**a. Health Department**

**1. Substance Use Assessment for the Grand Traverse County Drug Free Coalition Contract**

Wendy Hirschenberger, Health Officer, explained the Substance Use Assessment Drug Free Coalition contract with Catholic Human Services.

Resolution 43-2018  
Health Department  
Catholic Human Services, Inc.  
Substance Use Assessment for the  
Grand Traverse County Drug Free Coalition Contract

Moved by Wheelock, seconded by Lathrop to approve Resolution 43-2018.  
Motion carried.

2. Purchase of Animal Control Truck  
Wendy Hirschenberger, Health Officer, and Dan Thorell, Environmental Health Department, explained the need for a new Animal Control vehicle. They recommended purchasing the new vehicle from Galeana's Dodge and also purchasing a kennel box from Michiana Millworks.

Resolution 44-2018  
Health Department  
Galeana's Dodge  
Michiana Millworks  
Purchase Animal Control Truck and Kennel Box

Moved by Johnson, seconded by Lathrop to approve Resolution 44-2018.  
Motion carried.

Commissioners took a break at 7:08 p.m.  
Commissioners resumed the meeting at 7:18 p.m.

**b. Sheriff Office**

1. Corrections Division – Operational Enhancements  
Tom Bensley, Sheriff, gave a presentation on the recommendations for operational enhancements in the jail.

PUBLIC COMMENT

Greg McMaster spoke about the costs to fix the issues raised by the Sheriff.

JAIL AD HOC COMMITTEE APPOINTMENTS

Chairwoman Crawford appointed the following people to an Ad Hoc committee to deal with the mental health issues of the jail, coordinate with the Criminal Justice Coordinating Committee, and look into the possibility of hiring a coordinator to help with the jail issues:

Commissioner Wheelock (chair)  
Commissioner Mair  
Captain Ritter

Chairwoman Crawford will also contact retired Judge Phil Rodgers and see if he would be interested in sitting on this committee.

Commissioners directed staff to put discussion of the Criminal Justice Coordinating Committee on the April 4<sup>th</sup> Board meeting agenda.

**c. Finance**

1. FY2018 Budget Amendments

Resolution 45-2018  
Finance  
Budget Amendments

Moved by Gore Follette, seconded by Johnson to approve Resolution 45-2018.  
Motion carried.

2. February 2018 Claims Approval

Resolution 46-2018  
Finance  
February 2018 Claims Approval

Moved by Gore Follette, seconded by Johnson to approve Resolution 46-2018.  
Motion carried.

**d. Administration**

1. Department Update

Chris Forsyth, Civil Counsel, was available to answer questions regarding the department updates.

OLD/UNFINISHED BUSINESS

**a. Regional Morgue Ad Hoc Committee Appointments**

Chairwoman Crawford appointed the following people to the Regional Morgue Ad Hoc Committee:

Commissioner Gore Follette (chair)  
Chairwoman Crawford  
Commissioner Mair  
Dan Jonkhoff, Funeral Director  
Judge T. J. Phillips

**b. Administrator Search Update**

Chairwoman Crawford provided an update on the applications received for the County Administrator position.

Commissioners called a Special Meeting for April 11th in order to go into Closed Session to review and consider the applicants for the County Administrator position.

NEW BUSINESS

**a. Potential Conflict of Interest – Wheelock**

Commissioner Wheelock indicated he may be doing some work for the Sheriff's Office.  
This issue will be brought to the April 4<sup>th</sup> meeting if he accepts the job.

PUBLIC COMMENT

None

COMMISSIONER/DEPARTMENT REPORTS

Commissioners gave updates on the meetings and events they attended.

NOTICES

None

CLOSED SESSION

None

Meeting adjourned at 8:40 p.m.

\_\_\_\_\_  
Bonnie Scheele, County Clerk

\_\_\_\_\_  
Carol Crawford, Chairwoman

APPROVED: \_\_\_\_\_  
(Date) (Initials)

**NORTHWEST MICHIGAN COMMUNITY ACTION AGENCY, INC.**  
**Board of Directors Meeting – February 15, 2018**

**PRESENT:**

Rev. Gerald Cook  
Tom Kelley  
Larry Levensgood  
Louis Fantini  
Lindsey Walker (electronically)  
Mary Klein  
Debbie Bishop  
Tony Ansorge  
Carolyn Rentenbach  
Pam Niebrzydowski  
Grace Ronkaitis  
Jeff Miller  
Marc Milburn  
Judy Nichols  
Gillian Gines

**ABSENT:**

Art Jeannot (E)  
Tonya Schrocka (E)  
George Lasater (E)  
Brenda DeKuiper (E)  
Yvonne Donohoe  
Carol Smith  
Pam Stephan  
Jennifer Smith  
Tom Olmsted (E)

The meeting was called to order at 12:36 P.M. by Chairperson Rev. Gerald Cook. Following the Pledge of Allegiance, roll call was taken and a quorum established.

**AGENDA**

Jerry Cook requested approval for the meeting Agenda.

Motion by Louis Fantini, supported by Larry Levensgood, that the meeting agenda be approved as presented. Motion carried.

**MINUTES OF PREVIOUS MEETING**

The minutes of the January 18, 2018 meeting of the Board of Directors were presented for Board action.

Motion by Judy Nichols, supported by Pam Niebrzydowski, that the minutes of the January 18, 2018 Board of Directors meeting be approved as presented. Motion carried.

**MEMBERSHIP ANNOUNCEMENTS**

None.

**PUBLIC INPUT**

None.

**POLICY COUNCIL REPORT**

The February 8, 2018 Policy Council meeting reports was submitted by Tonya Schrocka.

Motion by Louis Fantini, supported by Mary Klein, that Policy Council report be accepted as presented. Motion carried.



### **EXECUTIVE DIRECTORS REPORT**

John Stephenson, Executive Director presented the Financial Reports and Annual Operations Plan and Report Summary for January 2018, bank credit card statements for January 2018, and the status of Agency Program Operations.

Motion by Judy Nichols, supported by Mary Klein, that the Executive Director's report be approved as presented. Motion carried.

### **BUSINESS**

#### **SENIOR NUTRITION INVESTMENT REPORT**

Jerry Cook reported that the Senior Nutrition Investment Committee met earlier today with Kevin Kelly. As of January 31, 2018, the assets have grown to \$267,482. The current value of the fund is \$265,450. The one-year return on the fund is +7.3% and the 2018 YTD return (one month) for the fund is +0.44%. GE is calling the current bonds that we have on March 1, 2018. This represents approximately 44% of the portfolio. The committee recommends that the majority of those funds be invested in bond mutual funds and approximately 5% of the portfolio be invested in international stock.

Motion by Tony Ansorge, supported by Jeff Miller, that proposed Senior Nutrition Investment changes be accepted as presented. Motion carried.

#### **HOMELESS YOUTH INITIATIVE**

Melodie Linebaugh, Homeless Prevention Manager, reviewed the Youth Homelessness Demonstration Project (YHDP) to date. The merged 10 county Continuum of Care (CoC) began a coordinated entry process in 2014 among all providers focusing on housing prioritization, housing navigation at shelters, and housing based case management. Recognizing the disconnect in services to homeless youth the CoC studied the issues. The CoC applied for and was awarded a HUD \$1.3 million, 4 year youth demonstration project grant. For the first year of the project, plans were developed and focused on 4 guiding principles: youth driven, permanent connections, education/employment, and social/emotional well-being. The proposed outcomes include: decrease in severity of homeless youth circumstances, increased education and employment rates, increased physical and mental well-being, increase housing stability, greater income levels, reduction in domestic violence incidences, increased diversion from child welfare and justice system, and self-reported improved feeling of being connected to the community. Within the HUD project NMCAA is proposing a leadership role in 4 project areas: coordinated entry for youth, diversion, providing rapid rehousing for single youth and rapid rehousing for pregnant and parenting youth. These are service delivery areas NMCAA has extensive history with for the homeless population and is well positioned to adapt service provision to youth. The total projected HUD YHPD request is \$529,909 for the first year. A 25% match is required for this program bringing the total program budget to \$662,386.

Motion by Louis Fantini, supported by Grace Ronkaitis, that the HUD YHPD first year proposal be submitted as presented. Motion carried.



### **2018 SEASON TAX PREPARATION PROGRAM**

Karen Emerson, Financial Management Services Manager, announced that there is a goal of 2,920 completed returns for this tax preparation season. There are two sites in Traverse City and sites in Petoskey, Cadillac, Honor, and Charlevoix. There is also a website for clients to use, [myfreetaxes.com](http://myfreetaxes.com). NMCAA gets Credit for customers that use this site in our zip codes. Customers making up to \$66,000 are qualified for this service. There have been 871 appointments already scheduled and this year clients are able to schedule appointments themselves on line! Project Connect in Petoskey will be held on February 28 and the Manton Day will be February 19 this year. Other "tax day" sites will be announced as they are scheduled.

### **HEAD START ERESEA (ELIGIBILITY, RECRUITMENT, SELECTION, ENROLLMENT, ATTENDANCE) TRAINING**

Cindy Buss, Health & Recruitment Manager, introduced Alicia Temple, who will be taking over the ERESEA role after Cindy retires at the end of this month. Cindy discussed the Head Start & Early Head Start Eligibility Rule. The office of Head Start (OHS), Administration for Children and Families (ACF), US Department of Health and Human Service (HHS) published in the federal register the final eligibility rule that went into effect on March 12, 2015. The purpose of the new rule is to ensure that the neediest children and families in our country benefit from Head Start services first. Training areas covered in this discussion included Training, Eligibility Information, Treating Families with Dignity and Respect, and Disciplinary Action for Falsifying Documents. Cindy reviewed the way in which NMCAA's program puts all of these requirements into practice. Policy Council also received this training last week.

### **RESOLUTION**

Jerry Cook read the NMCAA Resolution honoring Cindy Buss for her 37+ years of dedicated service to NMCAA and the families we serve, and her performing with the highest level of integrity, purpose and honor. We all thank Cindy for her profound impact on thousands of children and families!

### **OTHER BUSINESS**

Tax Prep for Veterans here today

CSBG-D Funding Request approved

\$5,000 Rotary Good Works funding request submitted for

Michigan Enrolls program ending after 20 years

NMCAA 2018 Strategic Plan development begins Feb 26

Super Saturday Success!

TC Sings Community Choir Jan. 28 concert donations to NMCAA \$763.00!

NMCAA Board of Directors Meeting  
February 15, 2018  
Page 4

3Mile restrooms remodeled by our own WX crew

**BOARD COMMENTS**

None.

There being no further business to come before the Board, the meeting was adjourned at 2:33 P.M.

Next meeting will be: Thursday March 15, 2018, 12:30 PM

Respectfully Submitted

Mary Klein, Secretary

Betsy Rees, Recording Secretary

**GRAND TRAVERSE COUNTY  
DEPARTMENT OF HEALTH AND HUMAN SERVICES BOARD**  
1000 Pavilions Circle, Traverse City, MI 49684

**MINUTES OF THE FEBRUARY 23, 2018 MEETING**

<b>PRESENT:</b>	Ralph Soffredine, Rodetta Harrand, John Rizzo	Board
	Kory Hansen, Rose Coleman, Robert Barnes, Darcey Gratton	Staff
<b>ABSENT:</b>	Carol Crawford	Commission
<b>GUESTS:</b>		

The regular meeting of the Grand Traverse County Department of Health and Human Services Board was called to order at 8:58 a.m. by Board Chair Ralph Soffredine in the Board Room at the Grand Traverse Pavilions.

**Public Comment/Input** – none

**Approval of Agenda** – Chair Soffredine asked if there were additions, changes or corrections to the agenda. Rizzo requested to add 6. A. (5) Manage Care for Long Term Care. Motion was made by Rizzo to approve the Agenda with presented changes, seconded by Harrand and carried unanimously.

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**REVIEW AND FILE**

1. Minutes of the 01/26/18 Board Meeting
2. Aspen Resident Council minutes of 12/26/17
3. Birch Resident Council minutes of 12/27/17
4. Cherry Resident Council minutes of 12/28/17
5. Dogwood Resident Council minutes of 12/27/17
6. Elm Resident Council minutes of 12/26/17
7. Agape Thank You
8. Loda Thank You
9. The Compass - February Issue
10. P.E.P. Talk Employee Newsletter – February Issue
11. Media Report – January

Motion was made by Harrand to approve the Consent Calendar as presented. Motion seconded by Rizzo and carried unanimously.

**Items Removed From Consent Calendar** - none

**Staff Presentation – Leslie Etienne, HR Director** - (verbal) – Etienne reviewed Union relations and how our grievances have declined dramatically over the last several years. Grievances

happen once or twice a year now, which primarily has focused on terminations. Etienne stated that we haven't had a class action grievance since 2014. Some of the main factors of this change is due to the unions new leadership at teamsters who has taken the time to get to know more about our organization. Etienne further explained that there has been some internal changes on trust building and management coaching and development. Human Resources works at being the employee advocate and expects strict due diligence with their managers as well as a strong relationship with the union stewards. Etienne stated that she coaches staff to first talk to the employee and to understand that there are two sides to every story. Issues get tackled right away for managers to work on early intervention. HR also provides management training to handle difficult conversations with employees. Performance Improvement Plan's are used as a mentoring tool. Staff Development staff are involved with more training if needed to get the employees where they need to be. Etienne stated that employees are encouraged to review their contracts as all are treated the same and are available for review. Harrand inquired if we offer assistance for employees who are having a hard time in their personal life. Etienne stated the Pavilions offers an Employee Assistance Program (EAP) that can help find solutions for everyday challenges at work and home as well as for more serious issues involving emotional and physical wellbeing such as; grief and loss, stress & personal relationship management, financial planning assistance, legal consultations with licensed attorneys, etc. This assistance is free to our staff and is completely confidential and available 24 hours a day, 7 days a week. Etienne stated that terminations are tracked to identify voluntary and involuntary. Etienne explained that most involuntary were due to a strict attendance policy. Harrand asked if we do an exit interview if they left involuntary. Etienne stated that we currently do not do exit interviews for those that are involuntary terminations. Etienne is looking into giving "stay interviews" to obtain staff feedback to help prevent unnecessary terminations.

**Recruitment and Retention** – Hansen stated that last month board members requested to review options on recruitment and retention at this month's board meeting. Hansen provided a handout on direct-care staff recruitment and retention strategies. The handout listed what strategies have been put in place for the last couple years along with ideas that administration is exploring to consider implementation in the future. Soffredine inquired if the 12-hour shifts have been working. Hansen stated they have been going very well. Hansen noted we attempted to target higher wages for the CNA's during union negotiations but they did not favor that. Hansen stated that due to the union, there are obstacles to go through in order to provide unilateral incentives in regards to wages. The Board discussed that CNA's are not paid during training but have the option of being hired after they graduate. Rizzo asked how it would work if absences are removed for picking up shifts if we have a strict attendance policy and absences are an issue for terminations. Etienne said other facilities have tried but we haven't practiced that idea yet but are looking at options of incentives if they have not used all of their absences by the end of the year. Harrand inquired if there is a way of tracking employees that are burned out and missing work to see if they had been picking up other shifts. Etienne stated that scheduling juggles their schedules to accommodate those that have been helping out and stated that employees are not allowed to work three 12-hour shifts in a row. Etienne stated there is mandatory overtime but not needed very often. Scheduling looks for volunteers before requiring mandatory overtime. Nine out of ten times a volunteer will offer to work.

Etienne out 9:32am



**PACE Update** – Hansen stated that Garfield Township has officially issued the building permit and Wolverine, Construction Manager, has begun renovations to the building. To date all asbestos removal and demolition has been completed. Hansen stated that we did have to agree to put in a sidewalk. However, we didn't give up any right of way to the Road Commission. Completion on building is expected to be done by end of August followed with six weeks to get the building furnished for the readiness review in October. CMS will then have three months to review final documentation and the program is expected to be open around February, 2019. The National Cooperative Bank (NCB) Line of Credit is being reviewed by our attorneys. On the operations side, Hansen stated that Human Resources is working on developing policies and procedures and benefits in order to hire employees for PACE North. Executive Director, Sharon Essi, continues reaching out to contract with and create the provider network.

**2017 Interest Memo** - Hansen reported the interest earned for 2017 on the Grand Traverse Pavilions' fund held by Grand Traverse County amounted to \$57,543.96. This is the eighth year the Pavilions has earned interest on its funds which have now totaled \$251,290. This has now finalized our ending cash balance in our general operating fund for 2017 at \$7,748,391.

**Manage Care for Long Term Care** – Rizzo inquired about what the State had done with CMH and how he did not view it as a positive change for nursing homes due to what looks to be less reimbursement. Hansen stated he hasn't seen any details as the state is going to be studying the idea. Hansen shared other states have implemented it or are also looking into it. Rizzo stated he was concerned when he read about it and Hansen agreed that it not a positive change. Hansen stated that private insurers like Priority Health and Blue Cross are not familiar with the long-term care business and risk losing money. Rizzo asked for Hansen to keep them up to date if Hansen receives any more news.

**Chief Executive Officer Report** – Hansen started attending the Grand Traverse County Building Authority meetings in January to submit invoices to be paid by the bonds proceeds. The Foundation has been focused on numerous grants for the PACE campaign. Rizzo inquired about The Green House Project. Hansen said it was a similar philosophy to the Eden Alternative principles but also includes "small houses" which are self-contained units that provide care to only 10-12 residents and we are exploring options to see if it's a right fit for the Pavilions. Hansen stated that in January we had a record high of seventy-eight admissions.

**Financial Report** - Hansen reviewed the financial report for January 2018. Hansen reviewed the voucher review for January 2018 and found no exceptions. The Social Accountability was reviewed for January 2018 which totaled \$412,773 in uncompensated care and services year-to-date provided by Grand Traverse Pavilions. Motion made by Harrand to accept the financial report for January as presented. Motion seconded by Rizzo and carried unanimously.

**Retirement Credit Purchase - Resolution 2018 - 2** - Hansen reviewed the request by employee Erica L Nesvig-Paddock to purchase five (5) years of generic service under the M.E.R.S. retirement benefit to be pre-funded at the employees' expense. Harrand stated that she will be voting no due to her own personal experience with the process. Rizzo inquired about the impact to the Pavilions retirement program. Soffredine stated he supports these

purchases and said that history shows that the Pavilions have not had any problems with giving their approval with only one or two a year. Hansen stated that it has been past practice for this to be allowed and if that needs to change we should provide advance notice to employees that it is changing beforehand. The employee makes these arrangements through MERS. Soffredine pointed out that the Pavilions are in a better position than the county and that our Board has always approved these. Hansen offered to have a representative from MERS to attend an upcoming Board meeting to discuss these options so the Board can understand the pros and cons of allowing this option for employees. Barnes will work on having a representative attend a meeting within the next few months. Motion was made by Soffredine to approve Resolution 2018-2 approving the requested retirement credit purchase as presented. Motion seconded by Rizzo. Harrand voted no. Motion carried.

**Proposed GTP Foundation - Resolution 2018 - 3** - Hansen reviewed the proposed Foundation Board of Trustee John H. Harvey and recommended appointment for a one year term as indicated in the Grand Traverse Pavilions Foundation Bylaws. Motion was made by Harrand to accept the Grand Traverse Pavilions Foundation Board of Trustee candidate John H. Harvey as presented, seconded by Rizzo and carried unanimously.

**Grand Traverse Pavilions Announcements -**

- (1) January Star Award - Hansen reviewed weekly winners
- (2) Board discussed meeting on a different day due scheduling conflicts with a few Board members. The Board meeting for March 2018 was changed from March 23 to March 20.

**Public Comment/Input** - none

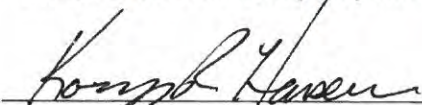
Meeting adjourned at 10:04 a.m.

Signatures:



Ralph Soffredine - Chair

Grand Traverse County Department of Health and Human Services Board



Korvyn R. Hansen, Assistant-Secretary

Date: March 20, 2018

Approved  
Corrected and Approved





*"Our mission is to upgrade and maintain  
a safe and efficient road system."*

**TO:** Chair – Board of Commissioners  
**FROM:** Jim Cook, Manager  
**DATE:** March 28, 2018  
**SUBJECT:** **REPORT FOR THE APRIL 4, 2018 MEETING  
AT 5:30 P.M. IN THE COMMISSION CHAMBERS  
400 BOARDMAN AVENUE, TRAVERSE CITY**

**cc:** Board of County Road Commissioners

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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** – Stakeholder meetings are complete. Local Agency Groups (LAG) will hold their first meeting on April 9, with public meetings targeted for April 23.
2. **South Airport Road** – A resolution was adopted on March 21 as a precursor to the formal action by the Board of Commissioners to consider a \$4 million bond request. The bonding is to improve South Airport Road, from just westerly of US-31 to Veterans Drive, as well as the R-CUT construction at Logan's Landing. In further action the Board awarded Elmer's the contract for approximately \$2.6 million for the South Airport Road construction. Estimated affiliated costs for engineering inspection and materials testing to \$3,170,000. The cost for Logan's Landing is approximately \$497,000 bringing the total estimated cost to \$3,667,000, more or less.
3. **Ameel v GTCRC** – We continue to defend our jurisdiction over our road right-of-way associated with township setback request. Dates have been established for mediation and up to a non-jury trial.
4. **Request for Right-of-way Variance** - Our Board denied a request for a homeowner to construct an addition to their home further into the road right-of-way
5. **Four Mile Road Petition for Seasonal Road Status** - The individual making this request has withdrawn their petition. An easement has been obtained from an adjoining landowner.
6. **Sale of Real Property Excluding Road Right-of-way** - The Board is in early discussions regarding disposal of excess real property and possibly developing a policy.
7. **State of Michigan Road Funding Bill** - Grand Traverse County Road Commission anticipates additional funds of \$800,080.78. These additional funds have been designated for improvements on A) Potter Road, between Garfield and Four Mile; B) Silver Pines Road, between US-31 and East Silver Lake Road; C) High Lake Road, between Hammond Road and Supply Road; and D) North Long Lake Road, from Cedar Run Road to the City Limits. A mix-of-fix types will be performed in various sections of these roads. We anticipate the funds to be available this spring. Bid extensions and new bids will be sought as necessary. Project scopes may be adjusted to remain on budget.
8. **Job Classifications** - The Board has approved of two new job classifications and corresponding wage scales in our Bargaining Agreement. It is anticipated Teamsters Local 214 will support these changes.



## Action Request

Meeting Date:	April 4, 2018		
Department:	Sheriff's Office	Submitted By:	Randy Fewless
Contact E-Mail:	rfewless@gtsheriff.org	Contact Telephone:	231-995-5036
Agenda Item Title:	Equipment and bicycles for Auction/Disposal		
Estimated Time:	<div style="border: 1px solid black; width: 100px; height: 20px;"></div> <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

### Summary of Request:

Attached are lists of items deemed as surplus and/or unclaimed that the Sheriff's Office would like to auction off to the public via the Record Eagle and/or PublicSurplus.com.

List A includes items from the property room that have value but no useful purpose for our department.

List B includes found/abandoned bicycles that remain unclaimed.

### Suggested Motion:

Declare items on attached lists as surplus and approve for auction/disposal as appropriate according to Sheriff's Department policy.

### Financial Information:

Total Cost:		General Fund Cost:		Included in budget:	<input 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		
<b>Administration:</b> <input type="checkbox"/> Recommended    Date: <div style="border: 1px solid black; width: 150px; height: 20px;"></div>		
Miscellaneous: <div style="border: 1px solid black; height: 30px;"></div>		

### Attachments:

Attachment Titles:  
Property Room Surplus Lists A and B (April 1, 2018)

GRAND TRAVERSE COUNTY  
PROPERTY ROOM SURPLUS LIST

APRIL 01, 2018

List A

COMPLAINT #

PROPERTY DESCRIPTION

128-5387-12  
128-15651-13  
128-17453-15  
128-13374-16  
128-8135-17

19 MISCELLANEOUS HAND TOOLS  
PANASONIC DIGITAL CAMERA  
REMINGTON CHAINSAW  
MISCELLANEOUS PLIER SET  
HATCHET



GRAND TRAVERSE COUNTY  
PROPERTY ROOM SURPLUS LIST  
APRIL 1, 2018  
BICYCLES  
List B

COMPLAINT #

128-18204-13  
128-4518-15  
128-10464-15  
128-787-16  
128-2945-16  
128-3784-17  
128-9964-17  
128-11814-17  
128-11813-17  
128-13764-17  
128-15802-17  
128-15059-17  
128-15890-17  
128-15707-17  
128-15048-17  
128-16908-17  
128-17577-17  
128-17577-17  
128-17899-17  
128-17986-17  
128-18703-17  
128-19533-17  
128-19533-17  
128-20253-17

DESCRIPTON

Mongoose Mt #3060  
Northwoods Mt #3635  
LaJolla Cruiser #3666  
Schwinn Mt #3735  
Trek Mt #3736  
Schwinn Cruiser #01  
Magna Mt #16  
Mongoose Mt #25  
Next Childs #26  
Haro BMX Freestyle #41  
Schwinn Cruiser #52  
Magna Mt #53  
Kawasaki Mt #54  
Huffy Cruiser #55  
Huffy Mt #56  
Trek Mt #59  
Raleigh Cruiser #64  
Schwinn Mt #65  
Unknown Mt #67  
Hyper BMX #72  
Next Mt #74  
Schwinn Mt #75  
Mtgomery Ward Cruiser #76  
Next Mt #77

RESOLUTION

**XX-2018**

**Grand Traverse Sheriff's Office**

**Surplus Equipment**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on April 4, 2018 and reviewed request from the Grand Traverse County Sheriff's Office to declare items as surplus and approve for disposal as deemed appropriate by departmental policy; and,

WHEREAS, the attached lists of property have been received into the Grand Traverse County Sheriff's Office Evidence and Property Room and have remained unclaimed or determined forfeited; and,

WHEREAS, items shall be declared surplus and disposed of by way of auction, donation, or disposal per department policy; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS THAT Grand Traverse County declares the attached lists of property as surplus and approves same for disposal.

APPROVED: April 4, 2018



## Action Request

Meeting Date:	April 4, 2018		
Department:	Sheriff's Office	Submitted By:	Randy Fewless
Contact E-Mail:	rfewless@gtssheriff.org	Contact Telephone:	231-995-5036
Agenda Item Title:	Michigan Licensing and Regulatory Affairs (LARA) Medical Marihuana Grant		
Estimated Time:		Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No
	(in minutes)		

### Summary of Request:

A grant application was submitted by our office for a 2018 Medical Marihuana Grant provided by LARA, which is the State of Michigan Department of Licensing and Regulatory Affairs. This grant does NOT require any matching funds. The grant request was submitted and approved for \$29,535.60. A portion of this funding (\$5,685.60) was approved for wages/benefits related to the enforcement of the Michigan Medical Marihuana Laws. The remainder of the grant money is for equipment to be used in relation to the enforcement of these laws.

### Suggested Motion:

The Grand Traverse Sheriff's Office requests the Grand Traverse County Board of Commissioners approve the receipt of this operations and equipment grant from LARA. A copy of the grant approval is attached. Thank you.

### Financial Information:

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

As has been the practice with this grant over the past two years, money shall be allocated to 101.348, which will be fully reimbursed by LARA.

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

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

### Attachments:

Attachment Titles:

GRANT NO. 2018 MMOOG GRAND TRAVERSE

GRANT BETWEEN  
THE STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
AND  
GRAND TRAVERSE COUNTY SHERIFF'S OFFICE

GRANTEE/ADDRESS:

Randy Fewless  
Grand Traverse County Sheriff's Office  
851 Woodmere Ave.  
Traverse City, MI 49686  
(231) 995-5036  
[rfewless@gtssheriff.org](mailto:rfewless@gtssheriff.org)

GRANT ADMINISTRATOR/ADDRESS:

Jennifer Piggott  
Bureau of Medical Marijuana Regulation  
Department of Licensing and Regulatory Affairs  
611 W. Ottawa Street  
P.O. Box 30205  
Lansing, Michigan 48909  
Office number: 517-284-8596  
Email: [PiggottJ3@michigan.gov](mailto:PiggottJ3@michigan.gov)

GRANT PERIOD:

From January 1, 2018 to September 15, 2018

TOTAL AUTHORIZED BUDGET: \$29,535.60

Federal Contribution: \$  
State Contribution: \$29,535.60  
Local Contribution: \$  
Other Contributions: \$

ACCOUNTING DETAIL:

Accounting Template No.: 6411113T010

## GRANT

This is Grant #2018 MMOOG GRAND TRAVERSE between the Department of Licensing and Regulatory Affairs (Grantor), and the Grand Traverse County Sheriff's Office (Grantee), subject to terms and conditions of this grant agreement (Agreement).

### 1.0 Statement of Purpose

The Michigan Medical Marihuana Operation and Oversight Grant to County Law Enforcement Offices is provided for in the Michigan Medical Marihuana Act, MCL 333.26421 et seq. The purpose of the Grant is to provide funding to law enforcement agencies within each county to be used for education, communication and enforcement of the Michigan Medical Marihuana Act.

### 1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the services that are more specifically described in the Grantee's Proposal, Attachment A.

### 1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.
- C. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.

**Changes in the Budget will be allowed only upon prior review and written approval by the Grant Administrator.**

### 1.3 Payment Schedule

The maximum amount of grant assistance offered is 29,535.60. Progress payments up to a total of 85% of the Total Authorized Budget may be made upon submission of a Grantee request indicating grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Agreement. The payment of the final 15% of the grant amount shall be made after completion of the project and after the Grant Administrator has received and approved a final report, if applicable. The



final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

#### **1.4 Monitoring and Reporting Program Performance**

- A. **Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.
- B. **Reports.** The Grantee shall submit to the Grant Administrator 3 performance reports that briefly present the following information:
  - 1. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
  - 2. A breakdown of the expenses that occurred within the reporting period along with supporting documentation that the expenses to be reimbursed were incurred by the county department.
  - 3. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
  - 4. Statement concerning any significant deviation from previously agreed-upon Statement of Work.
  - 5. The reports are due on **April 1, 2018, July 1, 2018 and September 15, 2018**. Further, the Department of Licensing and Regulatory Affairs has provided a Financial Status Report form that is to be completed with each report submission.
- C. **A Final Report is required.** The Grantee will do the following:
  - 1. The Grantee shall submit 1 final electronic copy of the report to the Grant Administrator by **September 15, 2018**.
  - 2. The final report will include the following information:
    - a. A summary of the project implementation plan and any deviations from the original project as proposed.

- b. Accomplishments and problems experienced while carrying out the project activities.
  - c. Coordinated efforts with other organizations to complete the project.
  - d. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
  - e. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
  - f. Any experience in applying the project products and anticipated "next steps".
  - g. Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.
3. The final report may be combined with the September 15, 2018 report provided that it includes all of the data requested in Sections 1.4(B) and 1.4 (C).

## PART II - GENERAL PROVISIONS

### 2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. See Section 1.2, Detailed Budget.

### 2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

### 2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total

program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

#### **2.4 Share-in-savings**

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

#### **2.5 Order of Spending**

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

#### **2.6 Purchase of Equipment**

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

#### **2.7 Accounting**

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

#### **2.8 Records Maintenance, Inspection, Examination, and Audit**

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount

is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

## **2.9 Competitive Bidding**

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

## **3.0 Liability**

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

## **3.1 Intellectual Property**

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

## **3.2 Safety**

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

## **3.3 General Indemnification**

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including



judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

### **3.4 Termination**

#### **A. Termination for Cause**

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

#### **B. Termination for Convenience**

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

### **3.5 Conflicts and Ethics**

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting

to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

### **3.6 Non-Discrimination**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Grant.

### **3.7 Unfair Labor Practices**

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

### **3.8 Force Majeure**

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

### **3.9 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

### **4.0 Website Incorporation**

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

### **4.1 Certification Regarding Debarment**

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If

the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

#### **4.2 Illegal Influence**

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

#### **4.3 Governing Law**

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this

Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

#### **4.4 Compliance with Laws**

Grantee must comply with all federal, state and local laws, rules and regulations.

#### **4.5 Disclosure of Litigation, or Other Proceeding**

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

#### **4.6 Assignment**

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

#### **4.7 Entire Grant and Modification**

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

#### **4.8 Grantee Relationship**

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

#### **4.9 Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program



Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

#### **5.0 Severability**

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.


#### **5.1 Waiver**

Failure to enforce any provision of this Grant will not constitute a waiver.


***SIGNATURES APPEAR ON THE FOLLOWING PAGE***

## 5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

  
\_\_\_\_\_  
LeAnn Droste, Director  
Bureau of Finance and Administrative Services  
Department of Licensing and Regulatory Affairs  
State of Michigan

3-1-18  
Date

  
\_\_\_\_\_  
Randy Fewless  
Captain  
Grand Traverse County Sheriff's Office

3-19-18  
Date

GRANT NO. 2018 MMOOG GRAND TRAVERSE



## GRAND TRAVERSE COUNTY SHERIFF'S OFFICE

Thomas J. Bensley, Sheriff • Nathan Alger, Undersheriff

### Administration

851 Woodmere Avenue, Traverse City, MI 49686-3349 • (231) 995-5000 • FAX (231) 995-5010

### Corrections

320 Washington Street, Traverse City, MI 49684-2583 • (231) 922-4530 • FAX (231) 922-4415

**To:** Department of Licensing and Regulatory Affairs,  
Bureau of Medical Marihuana Regulation  
**From:** D/Captain Randy Fewless, Grand Traverse Sheriff's Office  
**Date:** 12-20-17  
**Re:** Medical Marihuana Operations and Oversight Grant for Law Enforcement

We again thank you for the opportunity to submit for funds allocated to Grand Traverse County through the Medical Marihuana Operation and Oversight Grant. Please consider the following information relating to Section III of the Grant application.

1. The Grand Traverse Sheriff's Office currently has a detective assigned to a local, multi-jurisdictional drug enforcement team, known as the Traverse Narcotics Team (TNT). Grand Traverse County pays the wages and benefits and the majority of equipment utilized by that detective. The detective assigned to TNT works with other detectives from the surrounding areas, which are also on this drug enforcement team.

The Grand Traverse Sheriff's Office also has our own Interdiction Team made up of patrol deputies and a sergeant, that focus on many things, which sometimes includes enforcement of Medical Marihuana Laws. This team works with TNT and other Grand Traverse Sheriff's Detectives.

During the course of these activities, TNT and other Grand Traverse Sheriff's Detectives come across Medical Marihuana card holders and caregivers. We would use the LARA funding to assist with wages of our employees dealing with enforcement of Medical Marihuana laws, as well as equipment that would assist us with enforcement.

2. As noted, the Grand Traverse Sheriff's Office is part of a multi-jurisdictional drug team (TNT). The LARA funds would not only assist our office, but the Sheriff's Offices of Leelanau County, Benzie County, Kalkaska County, Antrim County, and the Traverse City Police Department, who are all members of this team. Members of the Michigan State Police are also a part of TNT.
3. This funding will assist members of TNT and the Drug Interdiction Patrol Unit in applying additional effort towards enforcement of the Medical Marihuana laws. Our objective would be more compliance by cardholders, caregivers, and dispensaries, while combating the associated crimes involved with violations of this law.
4. Grand Traverse County provides for a full-time detective to be assigned to TNT, which has been in existence for over thirty years. Our county will continue to fund deputies to this team



by providing wages and benefits, vehicles, and other necessary equipment to ensure that drug laws, including Medical Marihuana laws, continue to be enforced and prosecuted. The LARA grant will assist with ensuring that members of TNT and the Grand Traverse County Interdiction Team and Detective Bureau have the means necessary to continue to be productive in the enforcement of these laws.

5. We anticipate that with LARA grant funding, we will have the ability to continue to allocate a detective specifically for TNT, which will enable TNT to have the manpower needed to combat Medical Marihuana law violations. We expect that another outcome will be added enforcement of Medical Marihuana collectives and additional prosecutions of suspects violating Medical Marihuana laws by the teams mentioned above. We also expect that with the addition of equipment bought with LARA funding, we will be able to more effectively combat violations.

6. **2018 LARA Medical Marihuana Operation and Oversight Grant - Budget**

Allotted funding for Grand Traverse County **\$ 30,170.00**

**Wages:**

Detectives – Per hour loaded rate	$\$39.51 \times 60 \text{ hours} =$	<b>\$ 2,370.60</b>
	Per hour overtime loaded rate $\$55.65 \times 20 \text{ hours} =$	<b>\$ 1,113.00</b>
D/Capt - Per hour overtime rate	$\$80.25 \times 20 \text{ hours} =$	<b>\$ 1,605.00</b>
D/Sgt – Per hour overtime rate	$\$59.70 \times 10 \text{ hours} =$	<b>\$ 597.00</b>

**Equipment and Training:**

1. Callyo Cell Phone Application **\$ 2750.00**  
 The Callyo phone application allows detectives to use a cellular phone covertly as a transmitter for undercover use. It also allows multiple detectives to monitor the transmitter via audio and GPS locations. This greatly improves safety for the undercover officer as well as detectives monitoring. Callyo also stores all information pertaining to the undercover purchases of illegal Medical Marihuana sales easily for prosecution and court.
  
2. Night Vision Monocular **Three (3) units at \$3000 = \$9,000.00**  
 These units would assist our drug enforcement team, interdiction team, and detectives, with nighttime surveillance of dispensaries, suspect residences, suspects, etc.
  
3. Pole camera and Wireless Hardware **\$4700.00**  
 This unit will be available for covert surveillance of Medical Marihuana dispensaries, suspects, and suspect residences.



4. Mobile Fingerprint Scanner Two units @ \$3200 = \$ 6,400.00

The mobile fingerprint scanners will be accessible to our TNT detectives, Interdiction Team and Detective Bureau for investigations related to Enforcement of Medical Marihuana Laws. This tool allows officers to identify individuals in a matter of minutes, who do not have identification or may be providing falsified documents.

5. Clothing/outerwear suitable for larger scale marihuana confiscation. \$ 1000.00

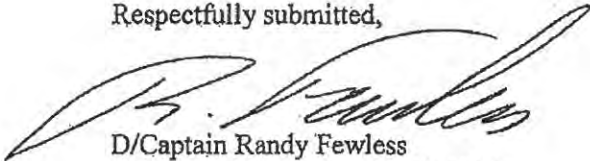
Total amount of expected wage expenditures: \$ 5,685.60

Total amount of expected equipment expenditures: \$ 23,850.00

\$ 29,535.60

Please feel free to contact me if you have any questions. We look forward to utilizing the LARA Grant funding to enforce Medical Marihuana Laws in 2018.

Respectfully submitted,



D/Captain Randy Fewless  
(231) 995-5036 or (231) 342-6024  
[rfewless@gtsheriff.org](mailto:rfewless@gtsheriff.org)

# ATTACHMENT C

<p align="center">DEPARTMENT OF TECHNOLOGY, MANAGEMENT &amp; BUDGET, VEHICLE AND TRAVEL SERVICES (VTS) SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective January 1, 2018</p>
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## MICHIGAN SELECT CITIES \*

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$75.00	\$75.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

## MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$75.00	\$75.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00

<b>Per Diem</b>	<b>\$81.50</b>
Lodging	\$45.50
Breakfast	\$ 8.50
Lunch	\$ 8.50
Dinner	\$19.00

## OUT-OF-STATE SELECT CITIES \*

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

## OUT-OF-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50

<b>Per Diem</b>	<b>\$89.50</b>
Lodging	\$45.50
Breakfast	\$10.25
Lunch	\$10.25
Dinner	\$23.50

Incidental Costs (per overnight stay) \$5.00

### **Mileage Rates**

Premium Rate	\$0.545 per mile
Standard Rate	\$0.340 per mile

\*See Select High Cost City Listing

\*\*Lodging available at State Rate, or call Conlin Travel at 877-854-2179 or [www.somtravel.com](http://www.somtravel.com)

**SELECT HIGH COST CITY LIST**  
**TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED**  
**EMPLOYEES EFFECTIVE October 1, 2017**

**Michigan Select Cities/Counties**

Cities	Counties
Ann Arbor, Auburn Hills, Detroit, Grand Rapids Holland, Mackinac Island, Petoskey Pontiac, South Haven, Traverse City, Leland	All of Wayne and Oakland

**Out of State Select Cities/Counties**

State	City/County	Counties
Arizona	Phoenix, Scottsdale, Sedona	Massachusetts Boston (Suffolk), Burlington, Cambridge, Woburn, Martha's Vineyard
California	Los Angeles (Los Angeles, Orange & Ventura Counties, Edwards AFB), Eureka, Arcata, McKinleyville, Mammoth Lakes, Mill Valley/San Rafael/Novato Monterey, Palm Springs, San Diego, San Francisco, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Minnesota Minneapolis/St. Paul (Hennepin and Ramsey Counties)
Colorado	Aspen, Steamboat Springs, Telluride, Vail	Nevada Las Vegas
Connecticut	Bridgeport/Danbury	New Mexico Santa Fe
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	New York Lake Placid, Manhattan (the borough of Manhattan, Brooklyn, Bronx, Queens and Staten Island, Riverhead, Ronkonkoma, Melville
Florida	Boca Raton, Delray Beach, Jupiter, Fort Lauderdale, Key West	Pennsylvania Bucks County, Pittsburgh
Idaho	Sun Valley/Ketchum	Rhode Island Bristol, Jamestown, Middletown/Newport (Newport County) Providence
Illinois	Chicago (Cook and Lake counties)	Texas Austin, Dallas, Houston (L.B. Johnson Space Center)
Louisiana	New Orleans	Utah Park City (Summit County)
Maine	Bar Harbor	Vermont Manchester, Montpelier, Stowe (Lamoille County)
Maryland	Montgomery & Prince George County Baltimore City, Ocean City	Virginia Alexandria, Falls Church, Fairfax
		Washington Port Angeles, Port Townsend, Seattle

RESOLUTION

**XX-2018**

**Grand Traverse Sheriff's Office**

**Michigan Licensing & Regulatory Affairs (LARA) Grant Acceptance**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on April 4, 2018 and reviewed request from the Grand Traverse County Sheriff's Office to accept grant funding in the amount of \$29,535.60 from the State of Michigan's Department of Licensing and Regulatory Affairs; and,

WHEREAS, a grant was submitted by the Sheriff's Office for a 2018 Medical Marihuana Grant which does not require any local match; and,

WHEREAS, grant funding was approved in the amount of \$29,535.60, with a portion of this funding (\$5,685.60) being approved for wages/benefits and the remainder for equipment to be used in relation to the enforcement of the Michigan Medical Marihuana Laws; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County accept grant funding in the amount of \$29,535.60 from the State of Michigan's Department of Licensing and Regulatory Affairs for Medical Marihuana enforcement.

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

APPROVED: April 4, 2018





## Action Request

Meeting Date:	April 4, 2018		
Department:	Commission on Aging	Submitted By:	Cindy Kienlen
Contact E-Mail:	ckienlen@grandtraverse.org	Contact Telephone:	2192016314
Agenda Item Title:	Change in staffing plan		
Estimated Time:	2 min <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

### Summary of Request:

Change office clerk position to Office Specialist. Vacant position is being shared with another Office Specialist, performing and sharing the same duties and possessing comparable skills.

Increases wage by .88/hr.

### Suggested Motion:

Request approval of a change in COA staffing plan to change vacant Office Clerk position to Office Specialist.

### Financial Information:

Total Cost:	\$1830/year	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:

<b>Reviews:</b>	Signature	Date
Finance Director	<i>Dean Pott</i>	3/23/18
Human Resources Director		
Civil Counsel		
<b>Administration:</b>	<input type="checkbox"/> Recommended	Date:
Miscellaneous:		

### Attachments:

Attachment Titles:

RESOLUTION

**XX-2018**

**Commission on Aging  
Change in Staffing Plan**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on April 4, 2018 and reviewed request from the Director of Commission on Aging to approve a change in the Commission on Aging staffing plan; and,

WHEREAS, The Commission on Aging currently has a position of Office Clerk that currently shares a workload with an Office Specialist; and,

WHEREAS, the work performed by both positions is appropriate for the level of the Office Specialist and will be performed equally by both individuals who shall possess comparable skills; and,

WHEREAS, it is appropriate to change the vacant Office Clerk position to an Office Specialist increasing the starting wage by .88/hour; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approve changing the staffing plan in the Commission on Aging to change one (1) vacant position of Office Clerk to one (1) vacant position of Office Specialist.

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

APPROVED: April 4, 2018



## Action Request

Meeting Date:	April 4, 2018		
Department:	Commission on Aging	Submitted By:	Cynthia Kienlen
Contact E-Mail:	ckienlen@grandtraverse.org	Contact Telephone:	6201
Agenda Item Title:	Outside Agency Funding		
Estimated Time:	5	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No
<small>(in minutes)</small>			

### Summary of Request:

The COA has provided a "grant" to Northwest Michigan Community Action Agency (NMCAA) for Meals on Wheels (MOWs) and to Catholic Human Services (CHS) for the Senior Companion Program (SCP) on an annual basis since 2004 to NMCAA for MOWs and since 2005 to CHS for the SCP.

The COA would like to issue a check to NMCAA for MOWs in the amount of \$20,000 and to CHS for SCP in the amount of \$12,000.

Additionally the COA has been providing the "local match funding" to the Area Agency on Aging of Northwest Michigan for many years. This allows AAANM leverage for federal and state grant money. The COA would like to issue a check to AAANM in the amount of \$7,503 for the 2018 local match funding.

These amounts were included in the COA 2018 budget in these amounts.

### Suggested Motion:

Approve 2018 Outside Agency Funding to: NMCAA for Meals on Wheels in the amount of \$20,000, and CHS for the Senior Companion program in the amount of \$12,000 and, approve the 2018 Local Match Funding to AAANM in the amount of \$7,503.

### Financial Information:

Total Cost:	\$39,503.00	General Fund Cost:	None	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:

<b>Reviews:</b>	Signature	Date
Finance Director	<i>Tian Pott</i>	3/15/18
Human Resources Director		
Civil Counsel		
<b>Administration:</b>	<input type="checkbox"/> Recommended	Date:
<b>Miscellaneous:</b>		

### Attachments:

Attachment Titles:

## RESOLUTION

**XX-2018**

### **Commission on Aging - Outside Agency Funding**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on April 4, 2018 and reviewed request by the Director of Commission on Aging to approve funding to outside agencies; and,

WHEREAS, the Commission on Aging has provided a grant to Northwest Michigan Community Action Agency (NWCAA) for the Meals on Wheels and to Catholic Human Services (CHC) for the Senior Companion Program on an annual basis for over 10 years; and,

WHEREAS, recommendation is to approve continuation of our support to Meals and Wheels and the Senior Companion Program by issuing checks to both NMCAA and CHS in the amount of \$12,000 each; and,

WHEREAS, the Commission on Aging also wishes to continue providing the local match funding to the Area Agency on Aging of Northwest Michigan (AAANM) which allows AAANM leverage for federal and state grant money, in the amount of \$7,503 for the 2018 match; and,

WHEREAS, these amounts were included in the 2018 budget for this purpose.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approves funding be provided by the Commission on Aging to 1) NMCAA for Meals on Wheels in the amount of \$12,000; 2) CHS for the Senior Companion program in the amount of \$12,000 and 3) local matching funds to AAANM in the amount of \$7,503.

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

APPROVED: April 4, 2018





## Action Request

Meeting Date:	4/4/2018		
Department:	Health Department	Submitted By:	Wendy Hirschenberger
Contact E-Mail:	whirsch@gtchd.org	Contact Telephone:	231-995-6100
Agenda Item Title:	Annual Flu Vaccine Purchase		
Estimated Time:		Laptop Presentation:	
	(in minutes)		

### Summary of Request:

The Health Department is seeking approval of our annual adult and pediatric flu vaccine pre-book purchase. On an annual basis, the Health Department, will submit a pre-order for the next year's flu vaccine to ensure the Health Department has secured vaccine for the influenza season. Due to the primary population of clients the Health Department immunizes, 6 months and older, a Quadrivalent vaccine is preferred. The quadrivalent vaccine covers two A strains and two B strains (trivalent vaccine contains two A strains and one B strain). Historically, flu vaccines were designed to protect against three different flu viruses (trivalent). Trivalent vaccines include an influenza A (H1N1) virus, an influenza A (H3N2) virus and one influenza B virus. Previously, experts had to choose one B virus, even though there are two different lineages of B viruses that both circulate during most seasons. This meant the vaccine did not protect against the group of B viruses not included in the vaccine. Adding another B virus to the vaccine gives broader protection against circulating flu viruses. Grand Traverse County typically sees a peak of a B strain during the late winter/early spring months of February - April. Additionally there are more illness and fatalities in infants and younger children from the B strain of influenza. Therefore, quadrivalent is the vaccine of choice for Health Department clients. There are two companies that produce the quadrivalent variety of flu vaccine. Different vaccines are approved for different age groups. The quadrivalent flu vaccine selected can be given to children as young as 6 months of age. SmithKline Beecham has a total cost of \$17,321.27 and Sanofi has a total cost of \$16,843.40. The price variance between the two companies is approximately \$478. The Health Department would like to utilize Sanofi and purchase Fluzone Quadrivalent vaccine as the Health Department has had a long working relationship with this company and this company produces the vaccine for pediatric and adult populations (6 months and older). Once the total pre-booking purchase order is approved, that will allow the health department to draw down smaller purchases from the total supply reserved in order to effectively manage the vaccine supply, vaccine storage and expiration dates. None of the individual orders and resulting purchase orders will be exceed the \$10,000 mark, however the total purchase amount for the flu vaccine season from Sanofi will total to the \$16,843.40 amount. This vaccine purchase is budgeted annually and the primary revenue sources are private insurance and medicaid reimbursement, with a small portion coming from State and Federal immunization grants.

### Suggested Motion:

Approve the purchase of annual adult and pediatric flu vaccine from Sanofi for a total amount of \$16,843.40.

### Financial Information:

Total Cost:	\$16,843.40	General Fund Cost:	\$0.00	Included in budget:	Yes
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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:	
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Miscellaneous:

### Attachments:

Attachment Titles: Seasonal Influenza Vaccines 2017-2018; Pricing comparisons between SmithKline Beechman and Sanofi

# Seasonal Influenza Vaccines 2017-2018

Use the Correct Product and Presentation Based on the Patient's Age and Status

Vaccine Type <sup>1</sup>	Brand	Presentation	Age Indication <sup>2</sup>
<b>TRIVALENT</b>			
IIV3	Fluvirin® (Seqirus)	Prefilled 0.5 mL syringe	4 years & older
		5.0 mL multi-dose vial <sup>3</sup>	4 years & older (0.5 mL) <sup>2</sup>
IIV3	Afluria® (Seqirus)	Prefilled 0.5 mL syringe	5 years & older
		5.0 mL multi-dose vial <sup>3</sup>	5 years & older (0.5 mL) <sup>2</sup> 18 through 64 years via jet injector <sup>4</sup>
aIIV3	Fluad® <sup>5</sup> (Seqirus)	Prefilled 0.5 mL syringe	65 years & older
HD-IIV3	Fluzone® High-Dose (Sanofi Pasteur)	Prefilled 0.5 mL syringe	65 years & older
RIV3	Flublok® (Protein Sciences)	0.5 mL single-dose vial	18 years & older
<b>QUADRVALENT</b>			
IIV4	Fluarix® Quadrivalent (GlaxoSmithKline)	Prefilled 0.5 mL syringe	6 months & older
IIV4	FluLaval® Quadrivalent (ID Biomedical Corp., GSK)	Prefilled 0.5 mL syringe	6 months & older
		5.0 mL multi-dose vial <sup>3</sup>	6 months & older (0.5 mL) <sup>2</sup>
IIV4	Fluzone® Quadrivalent (Sanofi Pasteur)	Prefilled 0.25 mL syringe	6 through 35 months
		5.0 mL multi-dose vial <sup>3</sup>	6 through 35 months (0.25 mL) <sup>2</sup>
		Prefilled 0.5 mL syringe	3 years & older (0.5 mL) <sup>2</sup>
		0.5 mL single-dose vial	3 years & older
ccIIV4	Flucelvax® Quadrivalent (Seqirus)	Prefilled 0.5 mL syringe	4 years & older
		5.0 mL multi-dose vial <sup>3</sup>	4 years & older (0.5 mL) <sup>2</sup>
IIV4	Afluria® Quadrivalent (Seqirus)	Prefilled 0.5 mL syringe	5 years & older
		5.0 mL multi-dose vial <sup>3</sup>	5 years & older (0.5 mL) <sup>2</sup> 18 through 64 years via jet injector <sup>4</sup>
IIV4-ID	Fluzone Intradermal® (Sanofi Pasteur)	Prefilled 0.1 mL single-dose microinjection system	18 through 64 years
RIV4	Flublok® Quadrivalent (Protein Sciences)	Prefilled 0.5 mL syringe	18 years & older
LAIV4	FluMist® Quadrivalent (MedImmune)	<b>Not recommended for use during the 2017-2018 influenza season</b>	

Available VFC presentations are in gray boxes.

<sup>1</sup>Abbreviations = Inactivated Influenza Vaccine (IIV), trivalent (IIV3), Adjuvanted (aIIV3), High-Dose (HD-IIV3); IIV quadrivalent (IIV4), Cell Culture-based (ccIIV4), Intradermal (IIV4-ID); Recombinant Hemagglutinin Influenza Vaccine (RIV), trivalent (RIV3), quadrivalent (RIV4); Live Attenuated Influenza Vaccine, quadrivalent (LAIV4)

<sup>2</sup>IIV4 dosage is based on **age** and **flu vaccine** product. Dosage for 3 years and older is **0.5 mL regardless** of flu vaccine product. For children aged 6-35 months there are 3 licensed flu vaccines: **Fluzone®** dosage is **0.25 mL**; **FluLaval®** and **Fluarix®** dosage is **0.5 mL**.

<sup>3</sup>When drawing from a multi-dose vial, make sure to give the right dosage based on age and flu vaccine product. NOTE: Per the package inserts, for Afluria® and Afluria® Quadrivalent, "once the stopper of the multi-dose vial has been pierced the vial must be discarded within 28 days." For FluLaval® Quadrivalent, "once entered, a multi-dose vial should be discarded after 28 days." For Fluzone® Quadrivalent, "a maximum of 10 doses can be withdrawn from the multi-dose vial," even if drawing out 0.25 mL doses.

<sup>4</sup>Afluria approved by the Food and Drug Administration for intramuscular administration with a PharmaJet Stratis needle-free jet injector system for persons aged 18 through 64 years.

<sup>5</sup>Fluad® includes the adjuvant MF59.

Use this chart to help prevent errors. Highlight the flu vaccine(s) you have in your storage unit and know the age indications. Ensure you give the correct vaccine at the correct dosage to the correct person based on age. For 2-dose recommendations, see "Who Needs 2 Doses of 2017-18 Seasonal Influenza Vaccine?" at [www.michigan.gov/flu](http://www.michigan.gov/flu). Refer to "Prevention and Control of Seasonal Influenza with Vaccines: Recommendations of the ACIP—U.S., 2017-18 Influenza Season," *MMWR*, Vol. 66(2); 1-20, 8/25/17 located at [www.cdc.gov/vaccines](http://www.cdc.gov/vaccines). For additional information regarding flu and flu vaccination, refer to [www.michigan.gov/flu](http://www.michigan.gov/flu), [www.cdc.gov/vaccines](http://www.cdc.gov/vaccines), or [www.cdc.gov/mmwr](http://www.cdc.gov/mmwr).



**Grand Traverse County Health Department**  
**2600 LaFranier Road, Suite A**  
**Traverse City, MI 49686**



**PRICING COMPARISON**

**To:**

Sanofi  
 7500 Rialto Blvd  
 Suite 250  
 Austin, TX 78735

**IMPORTANT**  
 This number  
 must be shown  
 on all invoices.

**P. O. number:**

[1]

**Date:**

3/21/2018

**Ordered by:**

**Contact Phone #:**

**Customer Account #:**

**Make Check Payable to:**

**Ship To:**

Grand Traverse County Health Dept.  
 2600 LaFranier Rd, Suite A  
 Traverse City, MI 49686

Item No. or Name	Qty.	Price/Unit	Total Price
417-50 - Adult Flu - FLUT			\$ -
<b>GTCHD</b>	87	\$168.85	\$ 14,689.95
<b>KTOWN</b>	5	\$168.85	\$ 844.25
<b>YHWC</b>	6	\$168.85	\$ 1,013.10
517-25 - Pediatric Flu - FLUC			\$ -
<b>GTCHD</b>	8	\$168.85	\$ 1,350.80
Other Savings	1	-\$537.42	\$ (537.42)
VaccineShope.com Savings	1	-\$173.84	\$ (173.84)
Prompt Pay Discount (if pd by due date)	1	-\$343.44	\$ (343.44)
<b>Accounting Distribution</b>			

Grand Traverse County Tax Exempt # 38-6004852

**Note: Mail invoices in duplicate to the address listed above.**

**This order is subject to the policies and procedures of Grand Traverse County and is only allowed for purchase UNDER \$5,000.00**

Subtotal	\$ 16,843.40
Shipping	
Other	
<b>TOTAL</b>	<b>\$ 16,843.40</b>

Authorized Signature

Date

Sanofi Quote

## Reservation Summary

Product	Presentation	Units	Doses	Unit Price <sup>a</sup>	Member Savings <sup>b</sup>	Online Savings <sup>c</sup>	Your Unit Price	\$
418-50	Fluzone Quadrivalent No Preserv Ten 0.5mL Syringes (36 months of age and older)	98	980	\$168.85	\$5.07	\$1.64	\$162.15	
<b>Selected Contract:</b> Apexus INC								
Prompt Pay Savings <sup>d</sup> :							\$3.24	
Your Unit Price (including Prompt Pay Savings):							\$158.90	
518-25	Fluzone Quadrivalent vaccine Ten 0.25 mL pediatric single-dose prefilled syringes (Contains No Preservative)	8	80	\$168.85	\$5.07	\$1.64	\$162.15	
<b>Selected Contract:</b> Apexus INC								
Prompt Pay Savings <sup>d</sup> :							\$3.24	
Your Unit Price (including Prompt Pay Savings):							\$158.91	
<b>Total Influenza Vaccine:</b>		<b>106</b>	<b>1060</b>					

Grand Traverse County Health Department  
2600 LaFranier Road, Suite A  
Traverse City, MI 49686



## PRICING COMPARISON

To:  
SmithKline Beecham

**IMPORTANT**  
→  
This number  
must be shown  
on all invoices.

**P. O. number:**

**Date:**

3/26/2018

**Ordered by:**

**Ship To:**  
Grand Traverse County Health Dept.  
2600 LaFranier Rd, Suite A  
Traverse City, MI 49686

**Contact Phone #:**

**Customer Account #:**

Item No. or Name	Qty.	Price/Unit	Total Price
Fluarix Quadrivalent & Flulaval Quadrivalent			\$ -
<b>GTCHD</b>	95	\$159.09	\$ 15,113.55
<b>KTOWN</b>	5	\$159.09	\$ 795.45
<b>YHWC</b>	6	\$159.09	\$ 954.54
Contract Discount			\$ (337.27)
Federal Excise Tax			\$ 795.00
			\$ -
			\$ -
			\$ -
<b>Accounting Distribution</b>			
<b>Discount Distribution</b>			

Grand Traverse County Tax Exempt # 38-6004852

**Note: Mail invoices in duplicate to the address listed above.**

**This order is subject to the policies and procedures of Grand Traverse County and is only allowed for purchase UNDER \$5,000.00**





Subtotal	\$ 17,321.27
Shipping	
Other	
<b>TOTAL</b>	<b>\$ 17,321.27</b>

Authorized Signature

Date



SmithKline Quote  
Contract : Apexus Flu 2015-2018

Product	Packs	Doses	Price	Discounts	Federal Excise Tax	Total
 <b>Flulaval®</b> Quadivalent (PFS) NDC: 1951590952 Influenza Vaccine  <b>Waitlisted</b> FLU   <a href="#">Prescribing information</a>   <b>Flu</b> <b>Prebook Product</b>	<div>106</div> <div>(1 pack = 10 doses)</div> <div> <a href="#">Remove from cart</a></div>	1060	List Price: \$160.70/pack Apexus Flu 2015-2018 <b>\$159.09/pack</b> <i>You save \$1.61/pack</i> <b>2 percentage discount (Early Reservation) - You have saved \$337.27</b>	\$337.27	\$795.00	\$17,321.27

Estimated Subtotal Before Savings:	\$17,034.20
<b>Estimated Savings:</b>	<b>\$507.93</b>
Estimated Federal excise tax	\$795.00
Estimated Sales tax	PENDING
Estimated Price for contract	<b>\$17,321.27</b>
This total does not include taxes. Once we have determined your taxes we will update your shopping cart or order if you checkout.	
Estimated Total price for ship-to	<b>\$17,321.27</b>

Add more products

Total Shipping	FREE
Total price for cart	<b>\$17,321.27</b>

RESOLUTION

**XX-2018**

**Health Department**

**Annual Flu Vaccine Purchase**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on April 4, 2018 and reviewed the request of the Health Officer to approve the purchase of annual adult and pediatric flu vaccines in the amount of \$16,843.40; and,

WHEREAS, Annually, the Health Department submits pre-orders for next year's flu vaccine to ensure the Health Department has secured vaccine for the influenza season; and,

WHEREAS, Quotes were submitted from both Sanofi and SmithKline Beecham and upon review of the proposals, it is recommended that the County purchase Fluzone Quadrivalent from Sanofi; and,

WHEREAS, the vaccine purchase is budgeted annually with the primary revenue sources being private insurance and medicaid reimbursement, with a small portion coming from State and Federal immunization grants.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approves the purchase of next year's flu vaccine from Sanofi in the amount of \$16,843.40.

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

APPROVED: April 4, 2018





04 April 2018

Briefing Prepared for Grand Traverse County Commission

Andrew Muir, Science Director  
Daniel Zielinski, Computational Engineer  
Marc Gaden, Communications Director



<http://www.glfc.org/fishpass.php>



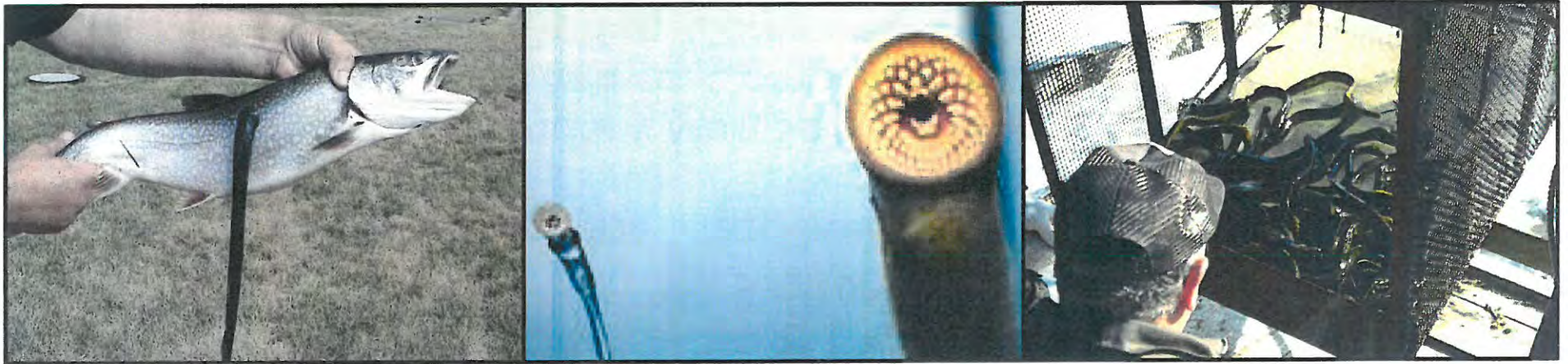
US Army Corps  
of Engineers.





# GLFC & Sea Lamprey Control

GLFC is a 1955 treaty organization between Canada and the United States ([www.glfc.int](http://www.glfc.int)) charged with sea lamprey control and maintaining healthy sustainable fisheries in the Great Lakes



## Sea Lamprey Biology

- Attach to prey fish and feed on blood and other bodily fluids
- A single sea lamprey is capable of killing 40 pounds of fish
- Migrates up rivers and streams to spawn and females can lay ~100,000 eggs

## Sea Lamprey Control

- Barriers used to deny access to spawning grounds and lampricide used to kill larvae
- Efforts have reduced population by over 90% of historic peak



# ***What is FishPass***

An innovative project to **enhance fish passage and connectivity** between the Boardman River and Lake Michigan **while removing invasive or non-desirable fishes** through controlled sorting



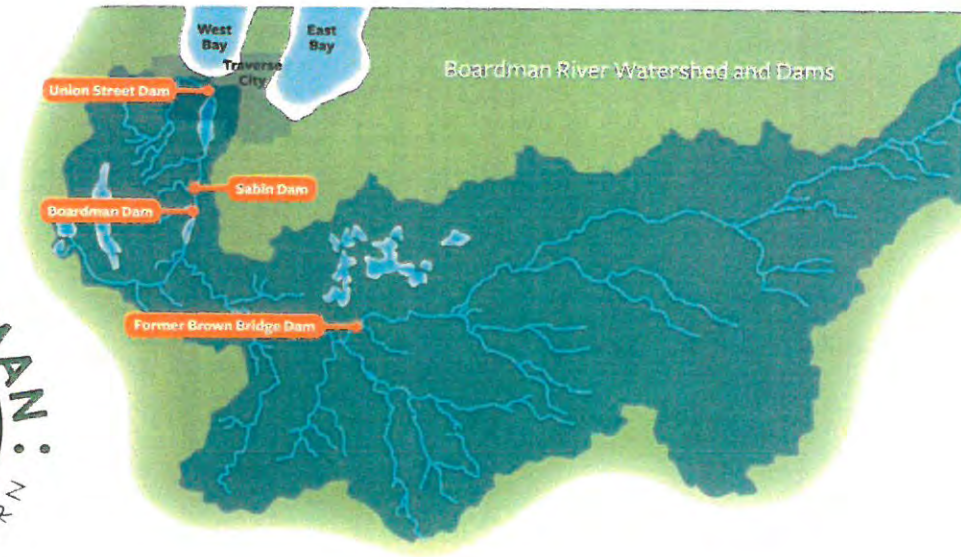


# What will FishPass Do?

- **Replace** deteriorating Union Street Dam with an improved barrier featuring a fish-sorting channel and a nature-like river channel
- Optimize various sorting technologies and techniques **below a barrier** to maximize efficiency of passing desirable fishes and removing invasive fishes
- **Develop** into a living laboratory with a strong education & outreach center
- **Convert** to permanent selective fishway completing the Boardman River Restoration Project

**FishPass =  
Barrier  
with  
selective  
capacity**

# Why Boardman?



- Selected via decision analysis among 12 sites
- A solution to fish passage and sea lamprey control at Union Street was sought by River Restoration Team
- Union Street Dam is in disrepair requiring maintenance
- Aligns with Boardman River Restoration timeline



# How to sort an assortment of things?

## HOW IT WORKS

STORY BY KATIE PEER

ILLUSTRATION BY GRAHAM MURDOCH

## SINGLE-STREAM RECYCLING

**T**he most annoying aspect of recycling—and one of the biggest hurdles to its widespread adoption—is having to separate paper, glass, and plastic before they hit the curb. Now recycling machines are changing that. With single stream recycling, recyclables go into one bin, which a truck delivers to a materials recovery facility, such as Willimantic Waste

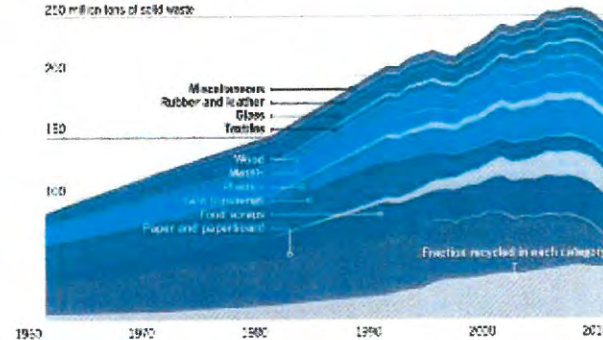
Paper in Willimantic, Connecticut. There, a largely automated system of conveyor belts, screens, magnets, and lasers separates materials so that they can be sold to metal and plastic recyclers and paper mills.

Of the 570 recycling facilities in the U.S., 240 now have single stream operations, according to Eileen Berenji, of the solid-waste research and consulting firm Government

Advisory Associates. While the system isn't perfect—its high-speed operation can lead to contamination from broken glass—the simplicity of it means households actually recycle more. "If people want a higher recycling rate, it has to be convenient," says Chad Miller, of the National Solid Waste Management Association. "And I think the technology is only going to improve."

### Recycling Rates in the U.S.

210 million tons of solid waste



### STATS

**2.4**

Tons of carbon dioxide kept out of the atmosphere per ton of solid waste recycled, whether by single stream or otherwise.

**One third**

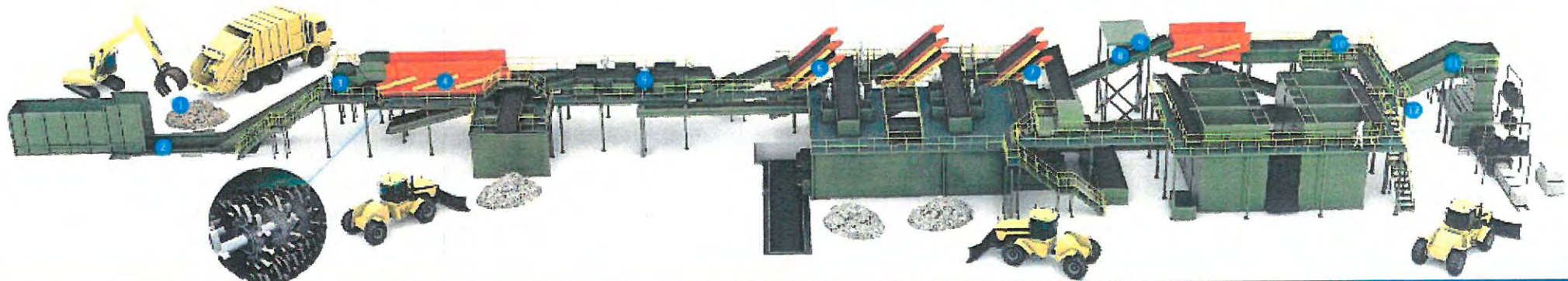
Fraction of municipal solid waste in the U.S. that is currently recycled.

**100 million**

Number of U.S. residents served by single stream recycling programs.

**92**

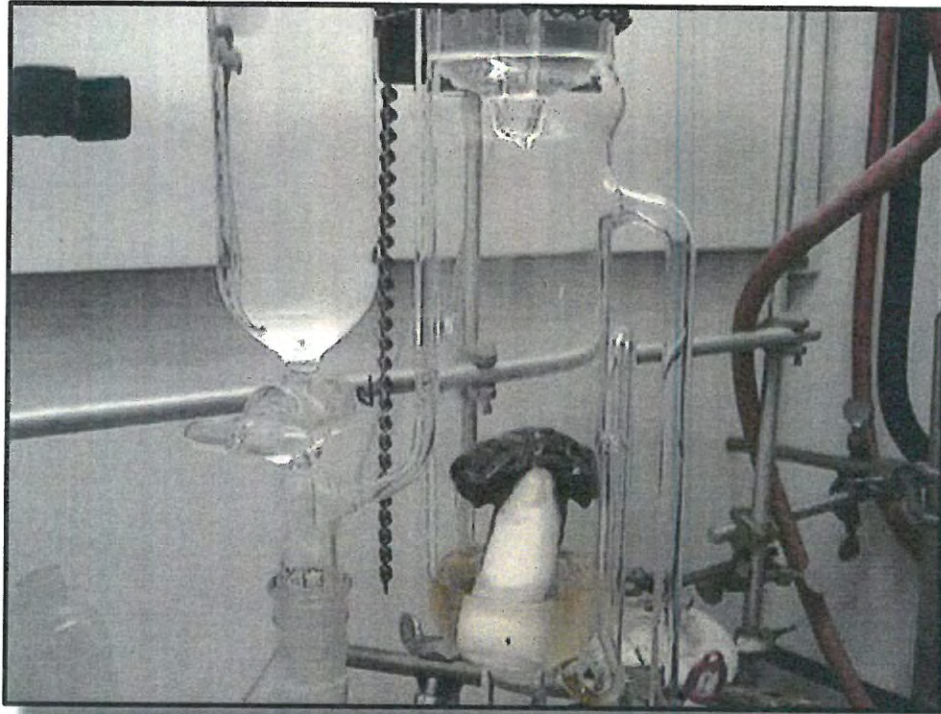
Percentage recycling rates, measured when Florida's Monroe County implemented single-stream recycling in 2006.



Key is integration of technologies and techniques



# Alarm cues

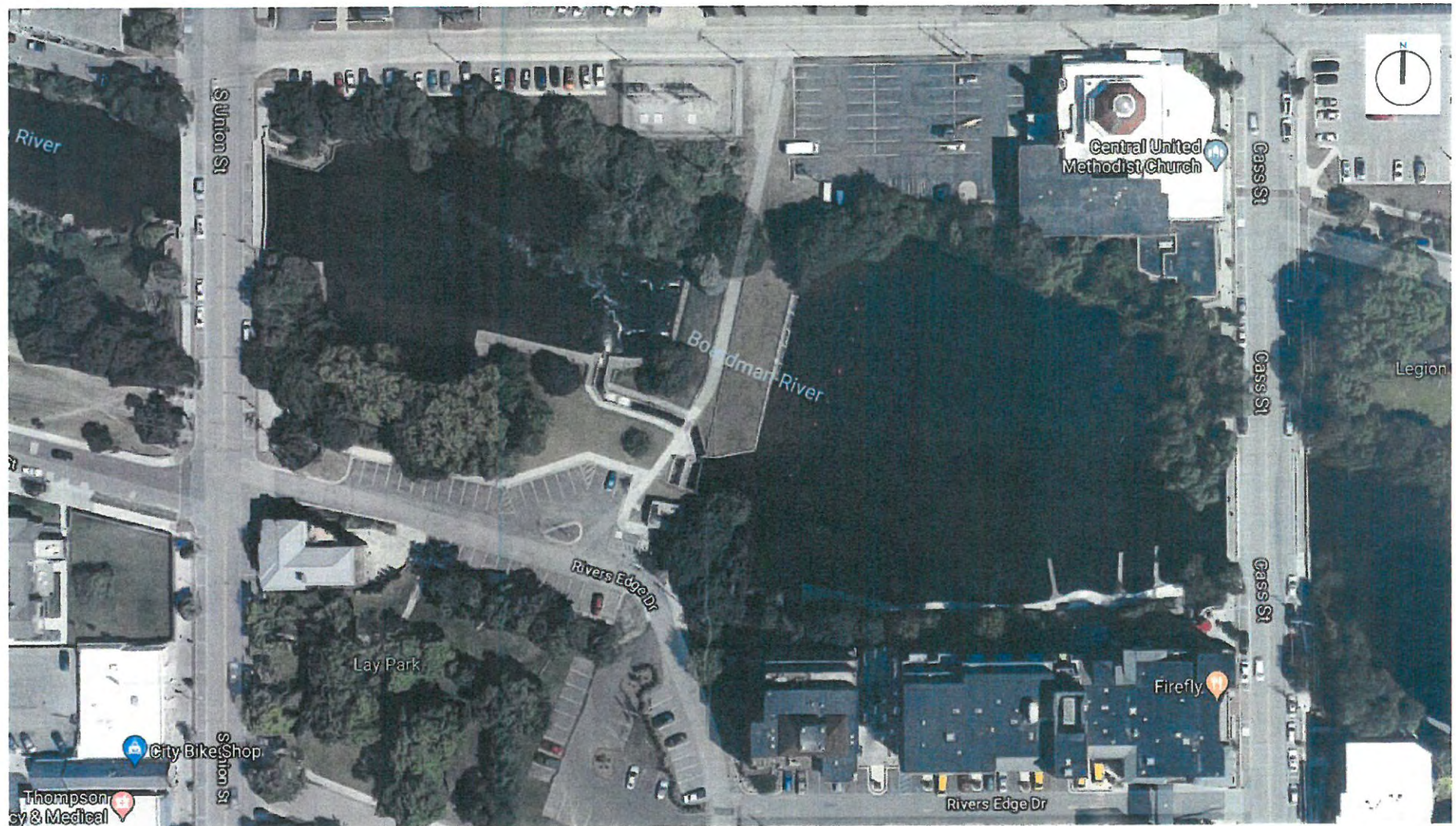


Wagner Lab: Bottling Fear





## Existing Site



Great Lakes  
Fisheries Commission

Union Street Dam FishPass





# LEGEND

- Lawn
- Meadow
- Riprap & Live Stakes
- Stormwater Seeding
- Gravel Boat Launch

- |   |  |  |   |                             |
|---|--|--|---|-----------------------------|
| (A) New Pedestrian Connection to Cass Street          | (E) Pedestrian Bridge                                      | (I) Fish Sorting Channel                           | (M) Fishing Pier                                  | (Q) Rehabilitated Boardwalk |
| (B) Rehabilitated Boardwalk & Accessible Kayak Launch | (F) FishPass Research Building/ Public Restrooms           | (J) Interpretive Overlook 2                        | (N) Outdoor Classroom                             | (R) New Boardwalk           |
| (C) Labyrinth Weir                                    | (G) Interpretive Overlook 1                                | (K) Service Drive/Pedestrian Walk on City Easement | (O) Pervious Pavers                               | (S) Tailwater Entrance Pad  |
| (D) Kayak Portage Rail                                | (H) Bypass Channel w/ Boulder Armoring & Native Vegetation | (L) Research Access Way & Security Fence           | (P) Rain Garden To Manage Building/Parking Runoff |                             |



## Conceptual Layout

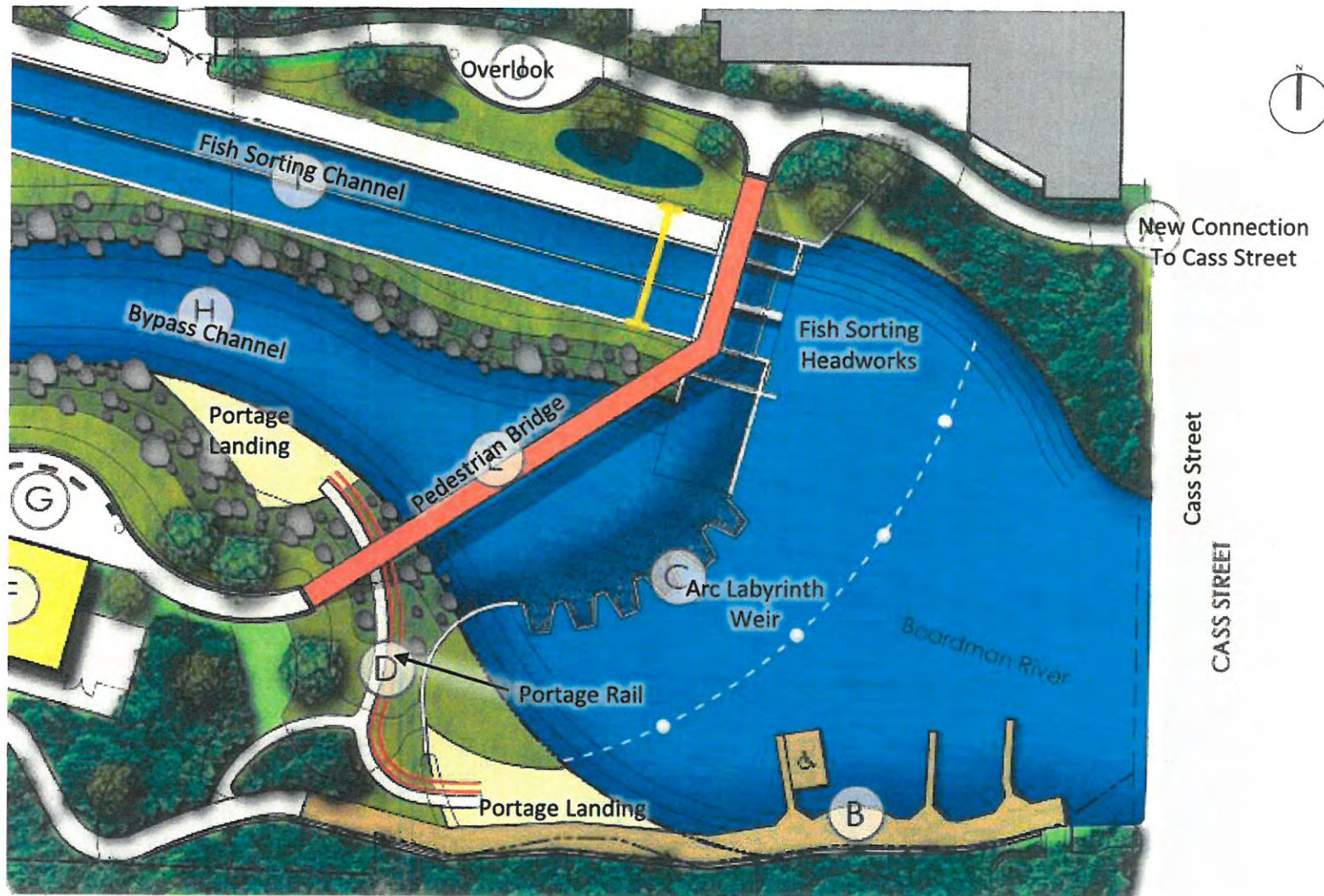


Great Lakes  
Fisheries Commission

Union Street Dam FishPass

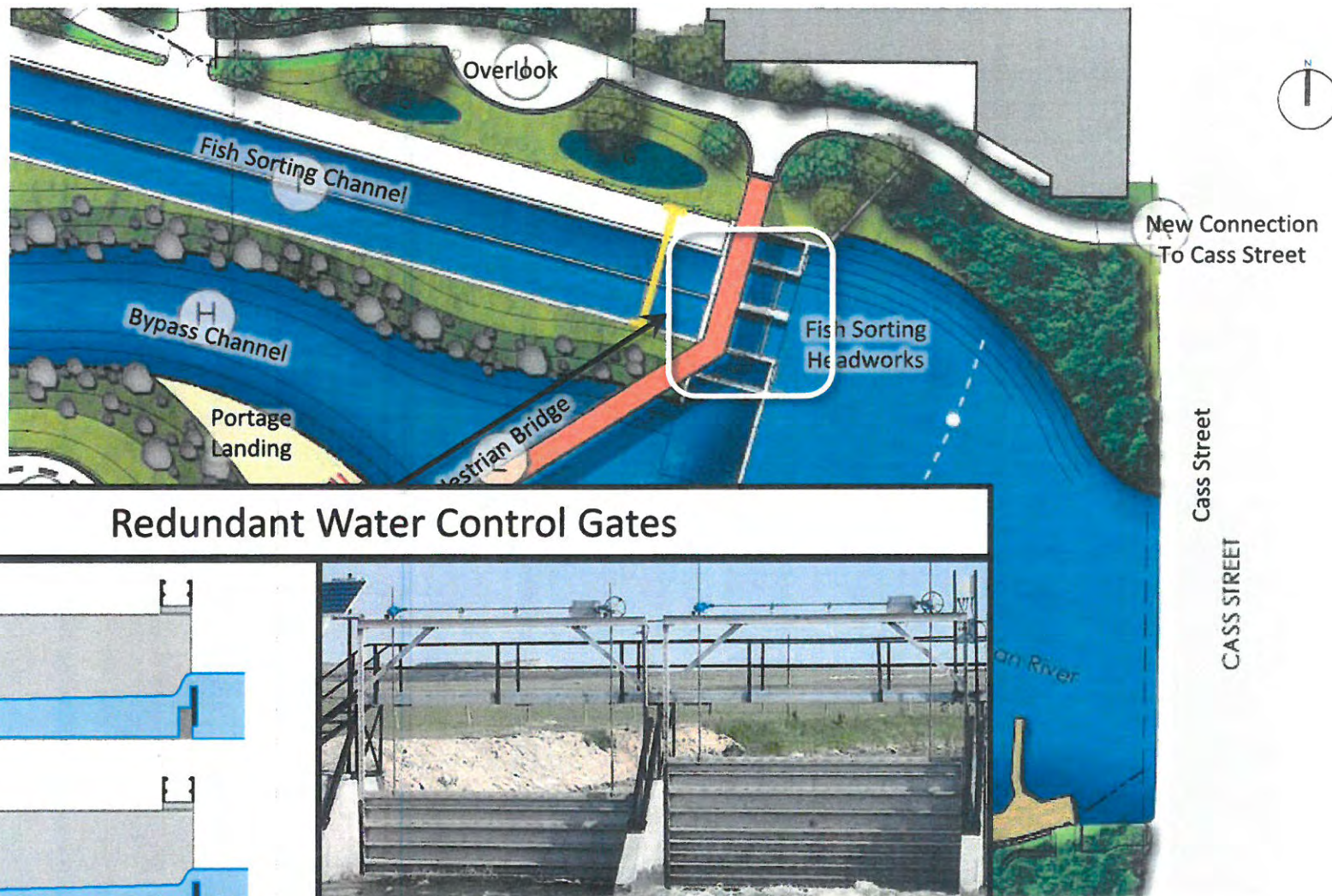


## Conceptual Layout

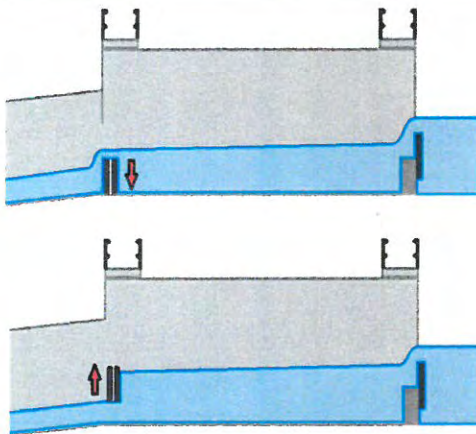




## Conceptual Layout



## Redundant Water Control Gates

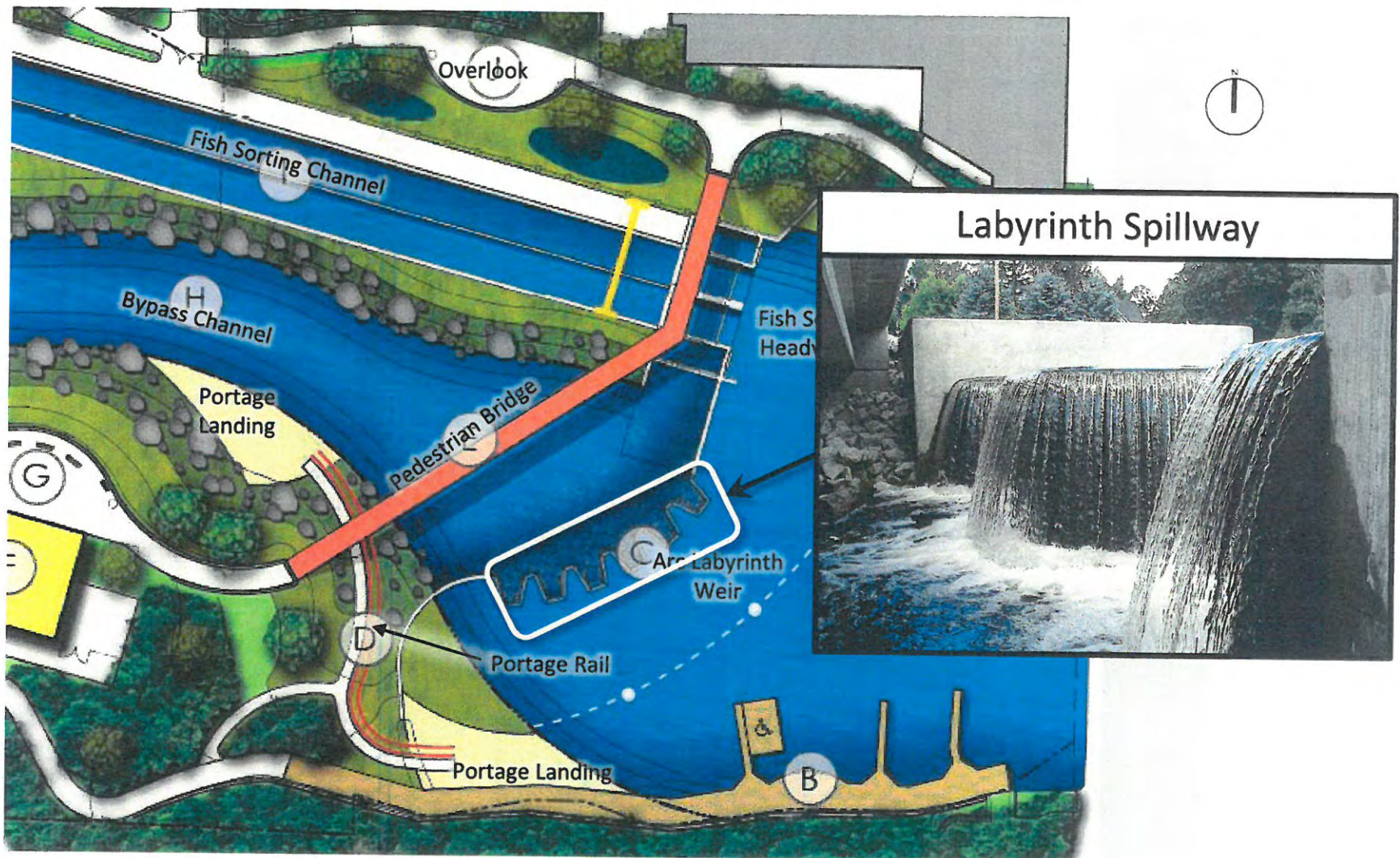


Great Lakes  
Fisheries Commission

Union Street Dam FishPass

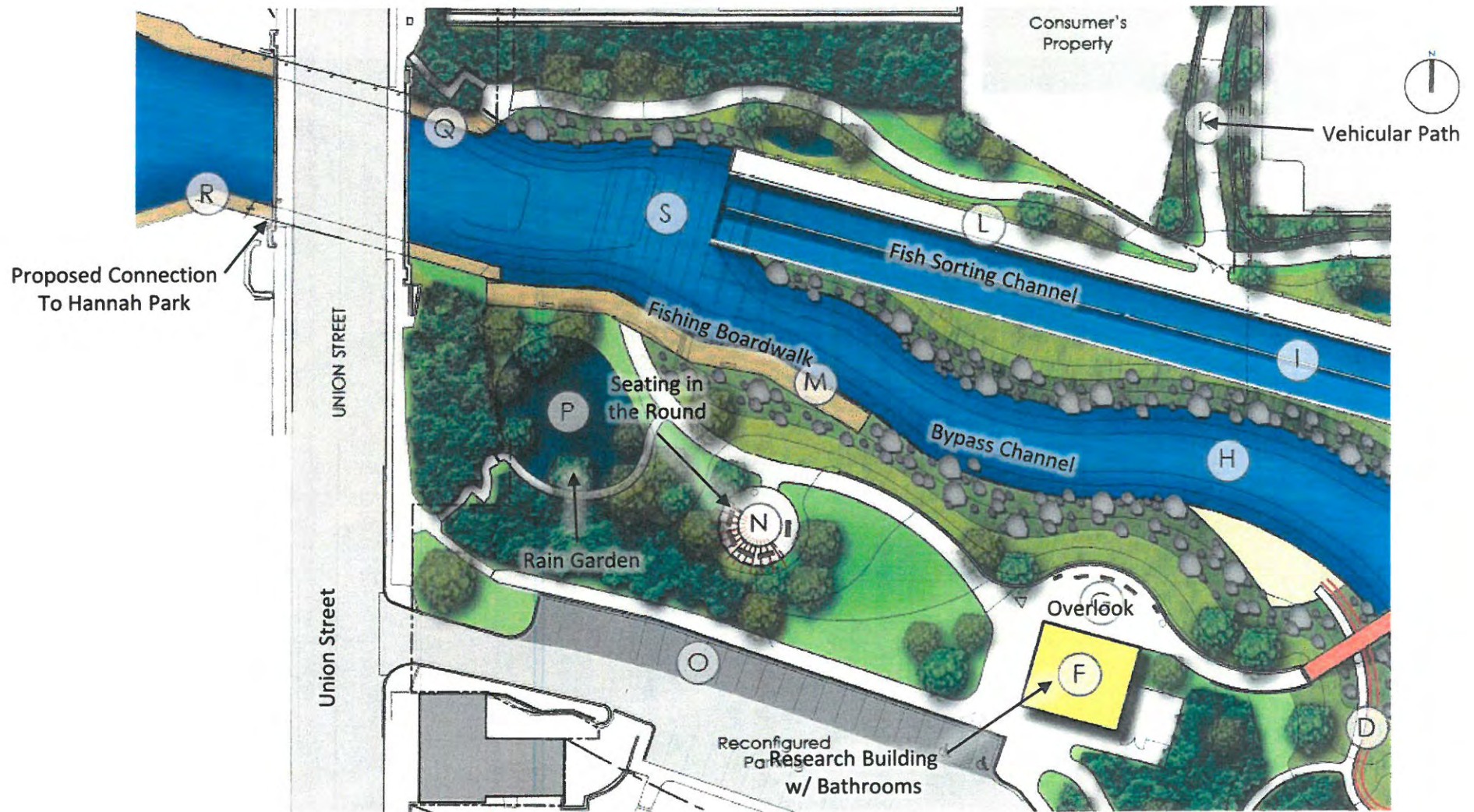


## Conceptual Layout





## Conceptual Layout





## Sample Rendering



Great Lakes  
Fisheries Commission

Union Street Dam FishPass



## Materials Palette



Sinuous Grading and Planting



Natural Planting Areas &  
Native Tree Plantings



Nature-Like Bypass Channel



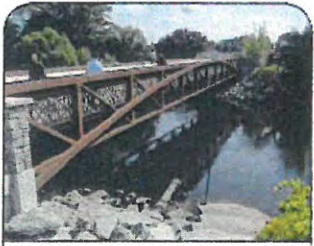
Wetland Fringe



Boardwalk/Fishing Pier



Stone Veneer  
at Bridge Abutments



Pedestrian Bridge



Shade Canopy  
at Outdoor Classroom



Security Fence At  
Fish Sorting Channel



Overlook Railing



Curved Retaining Wall  
Concrete Block



Fish Sorting Channel  
Board Form Concrete



Pedestrian Lighting



Kayak Portage Rail



Wooden Park Benches



Stone Block Benches



Vertical Sign

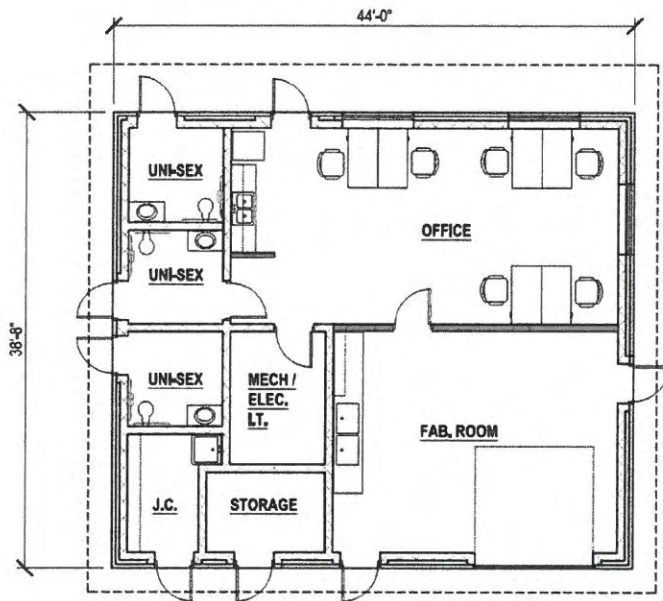


Interpretive Overlook

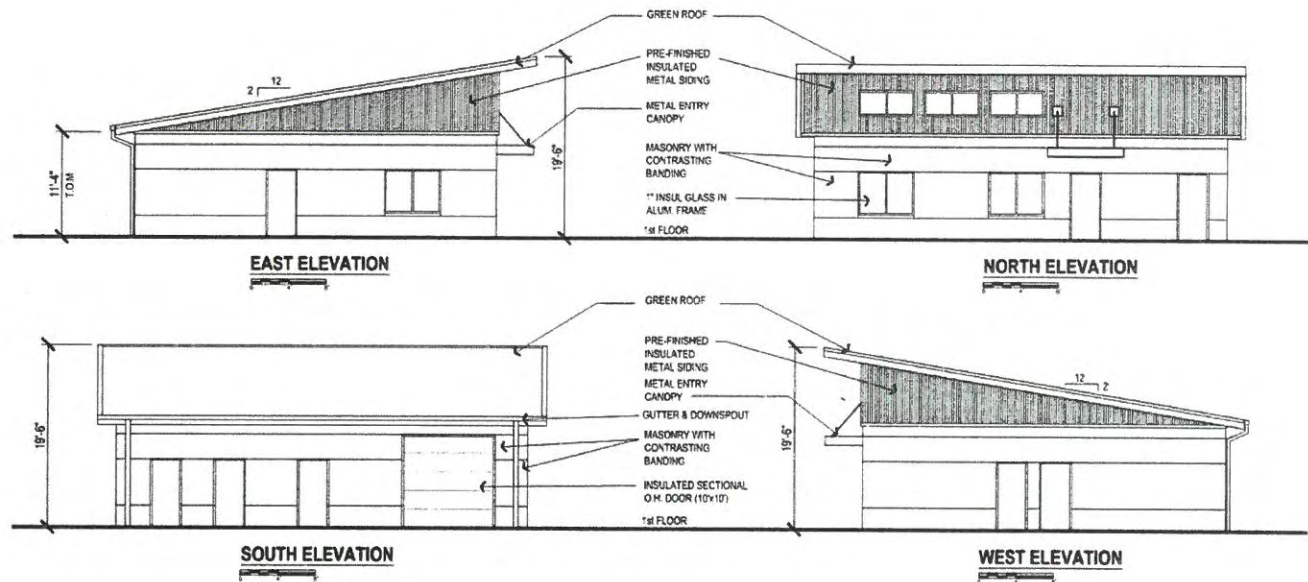




## Researcher Facility



One Story - First Level Floor Plan



Great Lakes  
Fisheries Commission

Union Street Dam FishPass



**Coordinating institution:** Great Lakes Fishery Commission

**Project oversight:** FishPass Advisory Board

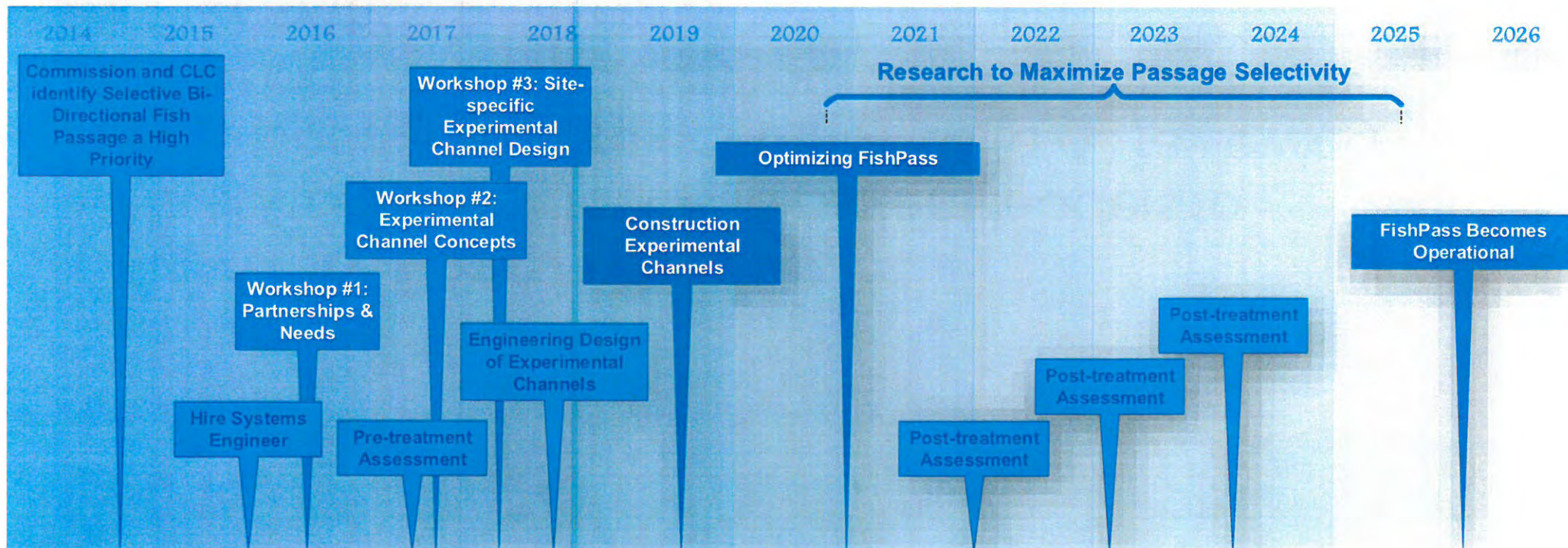
- City of Traverse City
- Grand Traverse Band of Ottawa and Chippewa Indians
- Great Lakes Fishery Commission (Commission)
- Michigan Department of Natural Resources
- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- U.S. Geological Survey
- Fisheries and Oceans Canada
- Ontario Ministry of Natural Resources
- Science panel of academics and scientists from partnering agencies

## **Advisory Board Charter:**

- 1) Provide guidance to project leaders to coordinate project activities (e.g., reviewing bids, selecting contractors);
- 2) Manage facility usage schedule;
- 3) Formulate and implement both an annual and long-term research program for FishPass in accordance with the Research Plan;
- 4) Annually review project assessment data and evaluate project efficacy with respect to social, economic, and biotic project metrics.



# Project Timeline





# ***Alignment with Master Plans?***

- 03 January 2018: City Planning Commission found FishPass consistent, by unanimous vote, with the City Master Plan in terms of location, extent and character. TC Commission adopted resolution on 05 February 2018.
- FishPass is located in the TC-5 Downtown Neighborhood and meets standards for that classification:
  - Supporting pedestrian-focused land uses
  - Increase movement between the site and local businesses
  - Increase the amount of time the public spends in the area
  - Increase traffic to local businesses
  - Serve as a regional education tool
  - Improve river stewardship
  - Serve as a local gathering place
- A healthy river means a healthy and vibrant city!



# ***Support for FishPass***

- **Canada and the United States:** Great Lakes Fishery Commission resolution (Dec 2014 Interim meeting minutes)
- **The City of Traverse City:** 9-6-16 Commission resolution; 2-5-18 resolution supporting the Planning Commission decision that the FishPass Project is found to be consistent with the City Master Plan in terms of location, extent, and character
- **Boardman River Dams Implementation Team** (consisting of Grand Traverse County, City of Traverse City, Traverse City Light and Power Department, Grand Traverse Band of Ottawa and Chippewa Indians, Michigan Hydro Relicensing Coalition, U.S. Fish and Wildlife Service, Michigan Department of Environmental Quality, and Michigan Department of Natural Resources)
- **Member agencies and institutions of the FishPass Advisory Board**

# Contact us

- Andrew Muir, Science Director ([amuir@glfc.org](mailto:amuir@glfc.org); 734-669-3016)
- Dan Zielinski, Computational Engineer ([dzielinski@usgs.gov](mailto:dzielinski@usgs.gov))
- Marc Gaden, Communications Director and Legislative Liaison ([marc@glfc.org](mailto:marc@glfc.org))

***Thanks for your support!***





## Statement of Support for FishPass

**We, the undersigned, support FishPass.**

**Background:** The goal of FishPass is to provide bi-directional movement of native and desirable fishes while removing or blocking invasive fishes on the Boardman (Ottaway) River, Michigan. As part of the ongoing Boardman River Restoration Project, the Union Street Dam will be removed and replaced with a new and improved barrier. Below the barrier, a facility with multiple sorting channels and nature-like channel will be constructed as a place to demonstrate an integrated suite of technologies and techniques for selective fish passage and invasive species control. For example, water velocity barriers, light guidance, video shape recognition, and eel ladder style traps are just some technologies that could be integrated at the facility to sort fish and effectively pass or remove animals moving up- and down-stream.

**FishPass objectives:** (1) develop and implement selective bi-directional fish guidance, sorting, and passage techniques and technologies as a way to improve adaptive fishery management; (2) determine protocols and methods for implementing bi-directional selective fish passage solutions within the Boardman River and throughout the Great Lakes Basin; and (3) set solutions in a global context so the approach can be exported.

**FishPass does not:**

- (1) Determine which species of fish will be allowed to pass the barrier. The Michigan Department of Natural Resources and the Grand Traverse Band of Ottawa and Chippewa Indians will make that decision.
- (2) “Experiment on the river.” All technology testing is to be done below the barrier.

**FishPass governance:** The Great Lakes Fishery Commission will serve as the project coordinating institution. A minimum of one member from each of the following project parties will constitute the FishPass Advisory Board:

- City of Traverse City
- Grand Traverse Band of Ottawa and Chippewa Indians
- Great Lakes Fishery Commission (Commission)
- Michigan Department of Natural Resources
- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- U.S. Geological Survey

A non-voting science panel consisting of academics and scientists from partnering governmental agencies will support the advisory board. The FishPass Advisory Board, according to its charter, shall (1) provide guidance to project leaders to coordinate project activities (e.g., reviewing bids, selecting contractors); (2) manage facility usage schedule; (3) formulate and implement both an annual and long-term research program for FishPass in accordance with the Research Plan; and (4) annually review project assessment data and evaluate project efficacy with respect to social, economic, and biotic project metrics.

**Terms of Support:** Support for FishPass means:

- Agreement with the development and implementation of FishPass to address re-establishing controlled connectivity between the Boardman River and Lake Michigan, while preventing movement of invasive fishes above the existing Union Street Dam as the preferred action.
- Agreement with FishPass objectives.
- That FishPass aligns with the vision, mission, and objectives of the supporting agency, institution, or stakeholder.

- Interest in the project and a request to be informed about project updates and results.
- Acknowledging that the Michigan Department of Natural Resources and the Grand Traverse Band of Ottawa and Chippewa Indians, with public input, will determine which fish are deemed desirable and therefore passed.
- Use of supporters' names for fundraising purposes.

---

Support for FishPass does not mean the incurrence of any obligations, such as financial, reporting, advising duties, or any other role in FishPass associated with the project, with the exception of those parties with an Advisory Board role, or those parties with which a formal project partnership agreement (e.g., MOU or MOA) have been established.

To date, FishPass has received formal support from Canada and the United States through the Great Lakes Fishery Commission, and the City of Traverse City.<sup>1</sup> Further, the undersigned entities and partners indicate strong and enthusiastic support for the FishPass project.

---

<sup>1</sup> Canada and the United States supported FishPass via a Great Lakes Fishery Commission resolution (Dec 2014 Interim meeting minutes). The City of Traverse City has indicated support for FishPass on three occasions: A resolution of intent to serve as a partner in the Bi-directional Fish Passage Project at Union Street Dam (9-6-16); a resolution supporting the Planning Commission decision that the FishPass Project is found to be consistent with the City Master Plan in terms of location, extent, and character) (2-5-18); and support from the Boardman River Dams Implementation Team (consisting of Grand Traverse County, City of Traverse City, Traverse City Light and Power Department, Grand Traverse Band of Ottawa and Chippewa Indians, Michigan Hydro Relicensing Coalition, U.S. Fish and Wildlife Service, Michigan Department of Environmental Quality, and Michigan Department of Natural Resources), and the member agencies and institutions of the FishPass Advisory Board.



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## Action Request

Meeting Date:	April 4, 2018		
Department:	GT Conservation District	Submitted By:	
Contact E-Mail:		Contact Telephone:	
Agenda Item Title:	Grand Traverse Conservation District - Millage Request for August 7th Ballot		
Estimated Time:		Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

### Summary of Request:

The Grand Traverse Conservation District wishes to discuss the concept of requesting permission to conduct a millage request in the amount of 0.1 mill on the August 7, 2018 election.

Several local Conservation Districts are funded through public millages: Antrim, Benzie, Kalkaska, Manistee, and Missaukee counties, along with Van Buren.

Additional information, including ballot language, is attached.

### Suggested Motion:

Approval for the Grand Traverse Conservation District to place a request for millage in the amount of .1 mill on the August 7, 2018, ballot to assist landowners in the protection, enhancement, and restoration of natural resources as identified.

### Financial Information:

Total Cost:		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		
<b>Administration:</b> <input type="checkbox"/> Recommended    Date:		
Miscellaneous:		

### Attachments:

Attachment Titles:

TO: Honorable Chairperson and Members of the Board of Commissioners  
FROM: Andy Blodgett, Board Chair  
Grand Traverse Conservation District  
DATE: March 12, 2018  
REGARDING: Millage Request

The Grand Traverse Conservation District wishes to discuss the concept of requesting permission to conduct a millage request in the amount of 0.1 mill in the August 7, 2018 election. Several local Conservation Districts are funded through public millages: Antrim, Benzie, Kalkaska, Manistee, and Missaukee counties; along with Van Buran county. We propose following the procedures used by these districts. We have secured resolutions and ballot language from six of the Conservation Districts that have run successful millage campaigns.

The District is located in a County owned building that was built in 2008. The terms of the lease agreement define that the District will be financially responsible for certain portions of capital repairs. When the building was new, this was less of a concern. The District has completed income projections for the coming years and found that if it is to continue to operate at its current capacity of service as well as make capital expenditures, it must create a stable income stream. Since many other Conservation Districts have found success with a local millage, our Board has voted to request permission to pursue this public support.

**Funding History:** The Grand Traverse Conservation District (District) was created in 1941 in response to the dust bowl in the early 1930s. At that time, Conservation Districts were funded by state and federal funds. Over the years the funding was diminished until around the first decade of the 2000s when these general operating funds were eliminated.

**Statement of Funding Need:** Today, the District receives state funds only through competitive grants. The only government appropriations received are \$27,500 from Grand Traverse County. This represents just over 2% of the District's total operating budget and is its only recurring, stable funding source. The District competes for grants and brings nearly \$1 million in state and federal grants along with grants from private foundations into the District for conservation work. As an income mix, the District is overly dependent on grant funding. Because of the unpredictable nature of grant funding, it cannot be relied upon to ensure consistent funding for the organization. **To stabilize the District, the Board has determined the need for approximately \$500,000 annually.**

The District was created to respond to the ever-changing contemporary conservation needs of the County, so it will always compete for grant funding to address critical environmental threats identified at the local, state, and national levels. For an organization to be prepared to respond to these needs through grant project funding, it must maintain a consistently funded organizational structure capable of supporting the financial accounting and staffing demands necessary to manage multiple complex grants. It must also have stable funding to provide for



the capital needs of the organization. For an organization to be awarded grants, it must provide varying degrees of match, often in the form of a cash match.

**Use of Millage funds:** Millage funds will be used to support the District where grant funds and other funds are insufficient or cannot be used. Millage funds will be used to:

- *Provide adequate staffing to create a stable organizational infrastructure.* Grant funding does not provide sufficient funding for indirect expenses to adequately fund the infrastructure necessary to support the management of multiple grants.
- *Provide matching funds for competitive grants.* There is not an income stream that provides funds that can be used as matching funds necessary to secure competitive grants. There have been times when grants could not be accepted because of inadequate matching funds.
- *Create a capital fund for building repairs/improvements and equipment purchase.* Grant funding does not provide a funding mechanism for capital expenditures, building repairs and improvements, or equipment and vehicle replacement.

**Timeline:** The District understands that it must submit all required information to the Board of Commissioners at least six weeks prior to the deadline (by April 1, 2018) for submission of ballot proposals published by the County Clerk (May 15, 2018).

**Please see Attachment A for information regarding Grand Traverse Conservation District programs.**

## **Attachment A**

### Program Information for Grand Traverse Conservation District

Currently, the following programs are operated by the Grand Traverse Conservation District:

- **Michigan Agriculture Environmental Assurance Program (MAEAP)** is an innovative, proactive program that helps farms of all sizes and all commodities voluntarily prevent or minimize agricultural pollution risks. It provides growers with cost-effective pollution prevention practices working to comply with state and federal environmental regulations.
- **Boardman River Nature Center (Nature Center)** was built in 2008 in response to the community voiced desire to create an environmental learning center in Grand Traverse county. The Nature Center provides a gallery featuring Michigan animals, environmental programming for community members of all ages which teaches them to care for the natural world, and a community meeting space for environmental partner organizations.
- **Parklands Management** is a function that the District provides through management contracts with various local units of government to manage their parklands using appropriate conservation recommended practices. The District currently manages over 3,000 acres of parklands with over 7 miles of trails.
- **Northwest Michigan Invasive Species Network (ISN)** is a Cooperative Invasive Species Management Area (CISMA) that works across a four-county region to manage invasive species (e.g. Phragmites, knotweeds, and more) that are threatening the health of our natural areas.
- **Boardman River and its watershed** is managed by mitigating erosion, protecting aquatic habitat, and restoring bottomlands impacted by the Boardman River Dams Removal. We also educate the public about the Boardman River and the ongoing Dams project.



**Grand Traverse Conservation District Millage Proposal**  
**(2018 Election)**

This proposal for the authorization of a new additional millage will provide funding for the Grand Traverse Conservation District, including programs to assist landowners in the protection, enhancement, and restoration of natural resources, including invasive plant species control, assist agricultural producers in the protection of soil and water and implementation of best management practices on farmland, continue restoration and protection of the Boardman River, and continue environmental stewardship education at the Boardman River Nature Center.

Shall the limitation on the total amount of taxes that may be levied against all taxable property within Grand Traverse County be increased and shall Grand Traverse County be authorized to levy up to and including .1 mill (\$.10 per \$1,000 of taxable value) for a period of ten (10) years beginning 2018 through 2027, inclusive, for the purpose of providing funds for the Grand Traverse Conservation District? If approved and levied in full, the millage of .1 mill will generate an estimated \$\_\_\_\_\_ to be disbursed to the Grand Traverse Conservation District when first levied in 2018.

By law, tax increment revenues from this millage will be distributed to governmental units within Grand Traverse County that capture property taxes, which are the City of Traverse City Downtown Development Authority, Grand Traverse County Brownfield Redevelopment Authority, Village of Kingsley Downtown Development Authority, Village of Fife Lake Downtown Development Authority, and Interlochen Downtown Development Authority. The estimated cost to a household owning a \$100,000 property (SEV \$50,000) would be \$5.00 per year.

Should the proposal be adopted?

RESOLUTION

**XX-2018**

**Grand Traverse Conservation District**

**Approval of Millage Request for August 7, 2018 Ballot**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on April 4, 2018, and reviewed a request to approve a millage in the amount of 0.1 mill on the August 7, 2018 ballot for the Grand Traverse Conservation District; and,

WHEREAS, several local Conservation Districts are funded through public millages i.e. Antrim, Benzie, Kalkaska, Manistee and Massaukee as well as Van Buren County; and,

WHEREAS, the millage funds collected would be used to support the District where other funding is unavailable or cannot be used; and,

WHEREAS, uses would include 1) staffing to create a stable organizational infrastructure, 2) matching funds for competitive grants, and 3) the creation of a capital fund for building repairs/improvements and equipment purchases; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approve the Grand Traverse Conservation District to place a request for millage in the amount of .1 mill on the August 7, 2018, ballot to assist landowners in the protection, enhancement and restoration of natural resources as identified as well as the ballot language presented.

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

APPROVED: April 4, 2018



## Action Request

Meeting Date:	April 4, 2018		
Department:	Prosecuting Attorney/Health Dept.	Submitted By:	Bob Cooney
Contact E-Mail:	rcooney@grandtraverse.org	Contact Telephone:	2319224612
Agenda Item Title:	Soil Erosion and Sedimentation Control Ordinance		
Estimated Time:	20 <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

### Summary of Request:

Final approval of revised Soil Erosion and Sedimentation Control Ordinance. See attached memo explaining request. To be presented by Bob Cooney, Chief Civil Counsel.

Approval of revised fee schedule for Soil Erosion and Sedimentation Control Program. To be presented by Dan Thorell, Environmental Health Officer.

Brief update on transfer of Soil Erosion and Sedimentation Control Program to Health Department as County Enforcing Agency. To be presented by Dan Thorell.

Update on DEQ-WRD review of County Soil Erosion and Sedimentation Control Program. To be presented by Bob Cooney and Dan Thorell.

### Suggested Motion:

Resolution adopting revised Ordinance and directing Clerk to publish the Ordinance and for Ordinance to be published to County website as well.

Resolution to adopt revised fee schedule for SESC program.

### Financial Information:

Total Cost:	0	General Fund Cost:	0	Included in budget:	<input checked="" type="radio"/> Yes <input type="radio"/> No
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If not included in budget, recommended funding source:

Budget for this change was approved at December BOC meeting transferring duties from Code Office to Health Dept. Revised Ordinance anticipated 25% reduction in permits offset by additional employee/program expense.

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

Reviewer:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		March 22, 2018
Administration:	<input type="checkbox"/> Recommended	Date:
Miscellaneous:		

### Attachments:

Attachment Titles:

Memorandum; DEQ-WRD Letter; Ordinance; Resolution to Adopt Ordinance; Resolution to Adopt Fee Schedule





RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
CADILLAC DISTRICT OFFICE



C. HEIDI GRETHUR  
DIRECTOR

March 12, 2018

CERTIFIED MAIL

Mr. Robert Cooney  
Grand Traverse County Prosecuting Attorney's Office  
324 Court Street  
Traverse City, Michigan 49686

RECEIVED  
MAR 15 2018  
G.T. COUNTY PAO

Dear Mr. Cooney:

SUBJECT: Grand Traverse County  
Soil Erosion and Sedimentation Control (SESC) Draft Ordinance Approval

The draft SESC Ordinance (Ordinance) submitted by Grand Traverse County has been reviewed by the Department of Environmental Quality (DEQ), Water Resources Division (WRD). The Ordinance meets the minimum requirements of Part 91, SESC, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

The WRD will formally approve the Ordinance pursuant to Section 9106(2) of Part 91 upon receiving a copy of the adopted Ordinance, as submitted on February 2, 2018, and proof of adoption by the township/city clerk. Please forward the certified copy of the Ordinance to me at the address below.

Please be advised that the Ordinance approval granted by the WRD will only pertain to Part 91 requirements, and will not apply to any additional regulations and requirements authorized in the Ordinance. The WRD offers no comment regarding the appropriateness or the legality of any additional regulations or requirements. The WRD does not have authority under Part 91 to review and approve portions of the proposed Ordinance that deal with issues other than those specifically addressed by Part 91 and the administrative rules promulgated under Part 91.

In addition, Part 91, section 9106(2), requires that the DEQ forward a copy of the revised Ordinance to the conservation district for review and comment. The WRD received the following comments from the Grand Traverse Conservation District:

*Our main concern with the draft ordinance is found in Article III – Earth Changes Requiring a Permit; Section 2; Subsection f where it states “Earth changes involving slopes of 20% or greater.” We feel the original ordinance that required a permit for slopes of 10% or greater is a much better alternative to prevent soil erosion problems into our surface water and wetlands. Furthermore, not requiring a soil erosion permit for slopes between 10% and 20% will create problems between landowners that will cause additional staff time and money to resolve.*

RESOLUTION

**XX-2018**

**Soil Erosion and Sedimentation Control Ordinance**

WHEREAS, a public hearing was held on January 17, 2018, for review and comment on the amended Soil Erosion and Sedimentation Control Ordinance; and,

WHEREAS, this Board reviewed and approve the Ordinance for submittal to the Department of Environmental Quality - Water Resources Department (DEQ\_WRD); and,

WHEREAS, the DEQ-WRD has reviewed and approved the Ordinance and has found it to be in full compliance with Part 91, MCL 324.9101, et seq.

NOW, THEREFORE, BE IT RESOLVED that the Ordinance as approved by DEQ-WRD is adopted by its Board effective April 9, 2018. The Clerk shall publish a summary of the Ordinance prior to that date and the full Ordinance shall be posted on the County's Soil Erosion and Sedimentation Control Department Website.

APPROVED: April 4, 2018

**GRAND TRAVERSE COUNTY  
SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE**

# \_\_\_\_\_

An Ordinance to provide for soil erosion and sedimentation control; definitions; application requirements; soil erosion and sedimentation control permits; soil erosion and sedimentation control plans; inspections; building and other permits; penalties; enforcement; construction; severability; and repeal.

**ARTICLE I – General**

Section 1. Authority. The authority for this Ordinance is Part 91, Soil Erosion and Sedimentation Control, of the Natural Resources and Environmental Protection Act, 194 PA 451, as amended, that being MCL 324.9101 *et seq.* and the Administrative Rules promulgated by the Michigan Department of Environmental Quality.

Section 2. Jurisdiction. This Ordinance shall be administered and enforced throughout the County except within the territorial boundaries of a governmental unit that has adopted an Ordinance and has been designated by the Department as a Municipal Enforcing Agency pursuant to Section 9106 of Part 91, or has been designated by the Department as an Authorized Public Agency pursuant to Section 9110 of Part 91.

Section 3. County Enforcing Agency. The Board of Commissioners is responsible for carrying out the requirements of Part 91. The Board of Commissioners designates the Grand Traverse County Health Department as the County Enforcing Agency responsible for administering and enforcing Part 91, its rules and this Ordinance.

Section 4. Part 91 and Rules Adopted. The County adopts and incorporates by reference Part 91 and the Rules adopted by the Department, and as amended from time to time.

Section 5. Fee Schedule. All fees for administering and enforcing this Ordinance shall be paid to the County in accordance with a Fee Schedule determined by resolution of the Board of Commissioners. The Board of Commissioners may revise the Fee Schedule by adopting a written amendment to the Fee Schedule from time to time. All fees shall be doubled if work starts without a permit.

Section 6. Other Regulations Repealed. All other Ordinances and Regulations and parts of Ordinances and Regulations which are inconsistent with the provisions of this Ordinance are repealed. In addition, the Grand Traverse County Soil Erosion Sedimentation and Storm Water Control Ordinance is repealed.

Section 7. More Restrictive Provisions. To the extent that any regulations contained in this Ordinance are more restrictive than, or are in addition to, the provisions or requirements of Part 91 or the Rules, this Ordinance shall control.



## ARTICLE II – Definitions

All definitions included in Part 91 and as amended time to time are incorporated by reference. The following additional definitions shall apply. Where a definition in this Ordinance conflicts with a definition included in Part 91, or as interpreted by Michigan Courts, the Part 91 definition shall control.

1. Accelerated Soil Erosion – The increased loss of the land surface that occurs as a result of human activities.
2. Act – Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, being Act 451, Public Acts of 1994, as amended.
3. Agricultural Practices – “Agricultural practices” means all land farming operations except the plowing or tilling of land or the purpose of crop production or the harvesting of crops.
4. Appointed Local Official – The Enforcing Agency or its designee who is legally authorized to issue municipal civil infraction citations.
5. Authorized Public Agency – “Authorized public agency” means a state agency or an agency of a local unit of government authorized under section 9110 to implement soil erosion and sedimentation control procedures with regard to earth changes undertaken by it.
6. Board of Commissioners – Grand Traverse County Board of Commissioners.
7. Citation – A written complaint or notice to appear in District Court upon which an appointed local official records the occurrence or existence of one (1) or more violations of the Act, the Rules and/or this Ordinance by the party cited.
8. County Drain – means any drain, irrespective of size, carrying drainage water or sewage or both, located, established or constructed by the county drain commissioner or drainage board.
9. County Enforcing Agency – “County Enforcing Agency” means a county agency or a conservation district designated by the county board of commissioners under section 9105 of Part 91.
10. “Department” – Means the Michigan Department of Environmental Quality
11. Designated Agent – A person who has written authorization from the landowner to sign the application and secure a permit in the landowner’s name.
12. District Court – means the 86<sup>th</sup> Judicial District Court.
13. Earth Change – “Earth change” means a human-made change in the natural cover or topography of land, including cut and fill activities, which may result in or contribute to soil erosion or sedimentation of the waters of the state. Earth change does not include the practice of plowing and tilling soil for the purpose of crop production.
14. Erosion – The wearing away of land by the action of wind, water, ice, gravity, or a combination thereof.
15. Grading – means to level off to a smooth horizontal or sloping surface.

16. Hydrologic Soil Group D – means soils that have a very slow infiltration rate (high runoff potential) when thoroughly wet. This group typically has the following characteristics: a greater than 40 percent clay ratio; less than 50 percent sand ratio; a high shrink-swell potential; a high water table; a claypan or clay layer at or near the surface; and/or soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.
17. Lake – The Great Lakes and all natural and artificial inland lakes and/or impoundments that have definite banks, a bed, and visible evidence of a continued occurrence of water and a surface area of water that is equal to or greater than one (1) acre. This does not include sediment basins and lakes constructed for the sole purpose of storm water retention or detention, cooling water, or for treating polluted water.
18. Landowner – A person who owns or holds recorded easement on the property or who is engaged in construction in a public right of way in accordance with Sections 13, 14, 15, and 16 of Act 368, Public Acts of 1925, as amended.
19. Mining – The process or business of extracting ore or minerals from a mine.
20. Municipal Enforcing Agency – means an agency designated by a municipality under section 9106 of the Act to enforce a local ordinance.
21. Municipality – means any of the following: a city, a village, a charter township or a general law township that is located in a county with a population of 200,000 or more.
22. Municipal Civil Infraction – An act or omission that is prohibited by the Act, the Rules, and/or this Ordinance, and for which civil sanctions, including without limitation, fines, damages, expenses and costs may be ordered as authorized by Chapter 87 of Act 236, Public Acts of 1961, as amended.
23. Non-erosive Velocity – A speed of water movement that is not conducive to the development of accelerated soil erosion.
24. Permanent Soil Erosion and Sediment Control Measures – Control measures which are installed or constructed to control soil erosion and sedimentation and which are maintained after project completion.
25. Person – An individual, partnership, corporation, association, government entity, or other legal entity.
26. Pond – A permanent body of open water less than one (1) acre. This does not include sediment basins and ponds constructed for the sole purpose of storm water retention or detention, cooling water, or for treating polluted water.
27. Rules – means the administrative rules promulgated pursuant to the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24, 328, those being Rules 323.1701 to 323.1714.
28. Sediment – “Sediment” means solid particulate matter, including both mineral and organic matter that is in suspension in water, is being transported, or has been removed from its site or origin by the actions of wind, water, or gravity and has been deposited elsewhere.
29. Soil Erosion – “Soil erosion” means the wearing away of land by the action of wind, water, gravity, or a combination of wind, water, or gravity.
30. Soil Erosion and Sedimentation Control Permit (hereinafter referred to as “soil erosion permit” or “permit”) – A document issued to authorize work to be



performed under this Ordinance signed by a representative of the Enforcing Agency.

31. Stabilization – The establishment of vegetation, or the proper placement, grading, or covering of soil to ensure its resistance to soil erosion, sliding, or other earth movement.
32. Stream – A river, creek, or other watercourse which may or may not be serving as a drain as defined in Act 40, Public Acts of 1956, as amended, which has definite banks, a bed, and visible evidence of continued flow or continued occurrence of water, including the connecting waters of the Great Lakes.
33. Temporary Soil Erosion and Sediment Control Measures – Interim control measures which are installed or constructed to control soil erosion and sedimentation and which are not maintained after project completion.
34. Vegetative Cover – Grasses, shrubs, trees, and other vegetation which are sufficiently established such that soils may be considered stabilized.
35. Waters of the State – Great Lakes and their connecting waters, inland lakes and streams as defined in rules promulgated under the Act, and wetlands regulated under Part 303 of Act 451, Public Acts of 1994, as amended.
36. Wetlands – Land characterized by the presence of water at a frequency and duration sufficient to support, and that under normal circumstances does support, wetland vegetation or aquatic life, and is commonly referred to as a bog, swamp, or marsh.

### **ARTICLE III – Earth Changes Requiring a Permit**

Section 1. A person shall not maintain or undertake an earth change governed by this Ordinance, except in accordance with this Ordinance, Part 91, and, when required, in accordance with a permit issued by the enforcing agency.

Section 2. Earth Changes Requiring Soil Erosion Permits. Except as noted below in Section III, earth changes requiring a soil erosion permit include any of the following:

- a. An earth change (including spoils from grading activities within or adjacent to the earth change area) that disturbs one (1) or more acres.
- b. An earth change within 500 feet of the Waters of the State.
- c. Earth change involving the removal of clay, gravel, sand, peat, or topsoil that is either one (1) or more acres or within 500 feet of the water's edge of a lake or stream; and, access roads to and from the removal site or ancillary activities associated with removal.
- d. Earth change for access roads to and from the site where active mining or logging is taking place or ancillary activities associated with mining or logging.
- e. Earth change within 500 feet of an inlet to or an open County drain.
- f. Earth changes involving slopes of 20% or greater.
- g. Earth changes involving land classified in hydrologic group D by the United States Geological Survey.



Section 3. Permit Exemptions and Waivers – A soil erosion permit is not required for any of the following:

a. Exemptions:

- (i) A beach nourishment project permitted under Part 325 of Act No 451 of the Public Acts of 1994, as amended, being MCL 324.32501 *et seq.* of the Michigan Compiled Laws.
- (ii) Normal road and driveway maintenance, such as grading or leveling, that does not increase the width or length of the road or driveway and that will not contribute sediment to lakes or streams.
- (iii) An earth change of a minor nature that is stabilized within 24 hours of the initial earth disturbance and that will not contribute sediment to lakes, streams.
- (iv) Installation of oil, gas, and mineral wells under permit from the supervisor of wells if the owner-operator is found by the supervisor of wells to be in compliance with the conditions of part 91.
- (v) Earth changes associated with the logging industry, the mining industry, or the plowing or tilling of land for the purpose of crop production or the harvesting of crops. The exemption from obtaining a soil erosion permit does not apply to access roads to and from the site where active mining or logging is taking place, or ancillary activities associated with logging and mining.
- (vi) A metallic mineral mining activity that is regulated under a mining and reclamation plan if the plan contains soil erosion and sedimentation control provisions and is approved by the Michigan Department of Environmental Quality under Part 631 or 632, respectively.
- (vii) Earth changes associated with well locations, surface facilities, flow lines, or access roads relating to oil or gas exploration and development activities regulated under Part 615 of Act 451, Public Acts of 1994, as amended, if the application for a permit to drill and operate under Part 615 contains a soil erosion and sedimentation control plan that is approved by the Michigan Department of Environmental Quality under part 615. This section does not apply to a multisource commercial hazardous waste disposal well as defined in section 324.62506a.
- (viii) Earth change necessary for septic repair or well replacement where no part of the earth change is greater than one (1) acre of disturbance or within 500 feet of Waters of the State.
- (ix) A residential property owner who causes the following activities to be conducted on individual residential property owned and occupied by him or her is not required to obtain a permit under this part if the earth change activities do not result in or contribute to soil erosion or sedimentation of the waters of the state or a discharge of sediment off-site:

- a. An earth change of a minor nature that is stabilized within 24 hours of the initial earth disturbance.
- b. Gardening, if the natural elevation of the area is not raised.
- c. Post holes for fencing, decks, utility posts, mailboxes, or similar applications, if no additional grading or earth change occurs for use of the post holes.
- d. Removal of tree stumps, shrub stumps, or roots resulting in an earth change not to exceed 100 square feet.
- e. All of the following activities, if soil erosion and sedimentation controls are implemented, the earth change is stabilized within 24 hours of the initial earth disturbance, and soil erosion or sedimentation to adjacent properties or the waters of the state has not or will not reasonably occur:
  - (i) Planting of trees, shrubs, or other similar plants.
  - (ii) Seeding or reseeding of lawns of less than 1 acre if the seeded area is at least 100 feet from the waters of the state.
  - (iii) Seeding or reseeding of lawns closer than 100 feet from the waters of the state if the area to be seeded or reseeded does not exceed 100 square feet.
  - (iv) The temporary stockpiling of soil, sand, or gravel not greater than a total of 10 cubic yards on the property if the stockpiling occurs at least 100 feet from the waters of the state.
  - (v) Seawall maintenance that does not exceed 100 square feet.
- b. Waivers:
  - (i) Earth changes within 500 feet of a regulated wetland or County drain, and less than 1 acre in earth disturbance, but only upon an affirmative showing by the property owner by clear and convincing evidence that the earth change will not result in sedimentation of the Waters of the State. The property owner must provide a signed affidavit stating that the earth change will not result in sedimentation of the Waters of the State. This waiver provision does not apply, however, if the county drain meets the definition of a stream as defined at MCL 323.1701(1)(k).
  - (ii) The Enforcing Agency may grant a permit waiver for an earth change after receiving a signed affidavit from the landowner stating that the earth change will disturb less than 225 square feet and that the earth change will not contribute sediment to lakes and streams.
- c. As used in this section, "mining" does not include the removal of clay, gravel, sand, peat, or topsoil.
- d. Exemptions provided under this Section, with the exception of plowing or tilling for purposes of crop production, shall not be construed as exemptions from enforcement procedures under part 91, its Rules or this Ordinance. If the

activities exempted cause or result in a violation of Part 91, its Rules or this Ordinance, at a site where a soil erosion permit was not otherwise required, then the County Enforcing Agency may require the owner to obtain a soil erosion permit, unless that activity is specifically exempt, in which case the County Enforcing Agency may take enforcement action only. Earth changes not requiring a soil erosion permit under this Section shall conform to the same processes and standards and shall be subject to the same enforcement procedures when there is a violation of Part 91, its Rules, or this Ordinance, as if they had required a soil erosion permit.

Section 4. Approval from Other Governmental Agencies.

- a. Responsibility for other permits: Soil erosion permits issued in accordance with this Ordinance do not relieve the owner of the responsibility for obtaining all other necessary permits or approvals from federal, state, and/or local agencies.
- b. Notice to other permitting authorities: The enforcing agency shall notify all other permitting agencies of permits authorized under this Ordinance, and provide a copy of the permit requirements to those other permitting agencies. The Drain Commissioner shall be notified of all permits issued for earth changes within 500 feet of a County drain.
- c. Building permits; ingress and driveway permits:
  - (i) A local agency or township that issues building permits shall notify the County Enforcing Agency immediately upon receipt of an application for a building permit that requires an earth change permit.
  - (ii) Pursuant to Rule 323.1711, a township, city, village, or any county agency within the jurisdiction of the County Enforcing Agency shall not issue a building permit to a person engaged in an earth change if the earth change requires a soil erosion permit under the Act, the Rules, or this Ordinance until the County Enforcing Agency has issued the required soil erosion permit.
  - (iii) The Grand Traverse County Road Commission shall not issue an ingress or driveway permit to a person engaged in an earth change if the earth change requires a soil erosion permit under the Act, the Rules, or this Ordinance, until the County Enforcing Agency has issued the required soil erosion permit.
  - (iv) In the event that a soil erosion permit is revoked, or a violation of the Act, the Rules, or this Ordinance is found by the County Enforcing Agency, the applicable township, village, and/or county agency, including the Grand Traverse County Road Commission, that issues building permits or other permits, shall be requested to place a "hold" on any permits, approvals, inspections or legal exchanges of property until the site is brought into compliance.
- d. Copies of other permits; verifications by other agencies prior to soil erosion permit issuance: Applicants for a soil erosion permit, shall provide the County Enforcing Agency with copies of the following permits, if those permits are required under the applicable law, and if in the determination of the County



Enforcing Agency, those permits are necessary to determine whether soil erosion measures are adequate to protect Waters of the State, and whether the application is in compliance with the Act, the Rules, and this Ordinance:

- (i) Wetland permit, pursuant to Part 303 of Act 451, Public Acts of 1994, as amended, or pursuant to a local wetland ordinance.
  - (ii) Inland Lake and Streams permit, pursuant to Part 301 of Act 451, Public Acts of 1994, as amended.
  - (iii) The County Enforcing Agency may require the applicant to provide verification as to the location of Waters of the State, if necessary to ensure compliance with the Act, the Rules, and this Ordinance.
  - (iv) The County Enforcing Agency may require the applicant to provide a copy of the land use site plans provided to the local township or city, including updated or amended site plans or other documentation to reflect changes at the site during the pendency of the soil erosion permit.
- e. Copies of Notice of Coverage, Permit-by-Rule: Soil erosion permit holders, required to obtain a Notice of Coverage (Sites disturbing greater than 5 acres with a direct discharge to waters of the state), Permit-by-Rule, under the National Pollution Discharge Elimination System (NPDES), Rule 323.2190 of Part 31 of Act 451, Public Acts of 1994, as amended, shall submit to the County Enforcing Agency:
- (i) A copy of the NPDES acknowledgement letter within ten (10) business days of issuance of coverage.
- f. Notice by Authorized Public Agency: Pursuant to Rule 323.1706(4), an authorized public agency exempt from obtaining a soil erosion permit under this Ordinance, shall notify the County Enforcing Agency of each proposed earth change in Grand Traverse County at least 5 days prior to commencement of that activity.

#### **ARTICLE IV – Soil Erosion Permit Application Process**

Section 1. Soil Erosion Permit Application Process. Whenever an earth change activity requires a soil erosion permit under this Ordinance, a soil erosion permit shall be obtained from the County Enforcing Agency prior to the commencement of that activity. Any unauthorized work shall be considered a violation of this Ordinance, subject to all enforcement actions and penalties under this Ordinance, regardless of any later actions taken toward compliance.

To make application for a soil erosion permit, the landowner or designated agent shall submit to the County Enforcing Agency a completed application form, a fee, and a soil erosion and sedimentation control plan along with any other materials required in the application. Application shall be made to:

Grand Traverse County Health Department  
Soil Erosion and Sedimentation Control Program  
2650 LaFranier Road

Traverse City, MI 49686

The County Enforcing Agency shall review and determine if the application and soil erosion and sedimentation control plan is complete, informing the applicant of any deficiencies found. If no deficiencies are found, pursuant to Section 9112(1) of the Act, the County Enforcing Agency shall approve or deny an application for a soil erosion permit within thirty (30) calendar days after the filing of a complete application.

Section 2. Earth Change Requirement.

- a. A person shall design, construct, and complete an earth change in a manner that limits the exposed area of any disturbed land for the shortest possible period of time as determined by the County Enforcing Agency.
- b. A person shall remove sediment caused by accelerated soil erosion from runoff water before it leaves the site of the earth change.
- c. A person shall design a temporary or permanent control measure that is designed and constructed for the conveyance of water around, through, or from the earth change area to limit the water flow to a non-erosive velocity.
- d. A person shall install temporary soil erosion and sedimentation control measures before or upon commencement of the earth change activity and shall maintain the measures on a daily basis. A person shall remove temporary soil erosion and sedimentation control measures after permanent soil erosion measures are in place and the area is stabilized. A person shall stabilize the area with permanent soil erosion control measures under approved standards and specifications as prescribed by R 323.1710.
- e. A person shall complete permanent soil erosion control measures for all slopes, channels, ditches, or any disturbed land area within 5 calendar days after final grading or the final earth change has been completed. If it is not possible to permanently stabilize a disturbed area after an earth change has been completed or if significant earth change activity ceases, then a person shall maintain temporary soil erosion and sedimentation control measures until permanent soil erosion control measures are in place and the area is stabilized.

Section 3. Soil Erosion and Sedimentation Control Plan Requirements. A person shall prepare a soil erosion and sedimentation control plan for any earth change identified as requiring a soil erosion and sedimentation control permit under Article III, above. A person shall design the plan to effectively reduce accelerated soil erosion and sedimentation and shall identify factors that may contribute to soil erosion or sedimentation, or both. The plan shall include, but not limited to, all of the following:

- a. A map or maps including all of the following and to the scale indicated:
  - (i) Site location sketch that includes the proximity of any proposed earth changes within 500 feet of Waters of the State.
  - (ii) Legal description of the affected parcel of land including the property tax identification number, easements, township, section, and address, if available.

- (iii) Predominate land features.
- (iv) Contour at 2 foot intervals or slope description.
- (v) Scale:
  - a. Non-residential. A scaled site plan, of not more than 100 feet to the inch for commercial soil erosion plans.
  - b. Residential. A scaled site plan not more than 100 feet to the inch for residential soil erosion plans, or indication of exact distances between notes featured on site plan.
- b. A soils survey or a written description of the soil types of the exposed land area contemplated for the earth change.
- c. Details for proposed earth change, including all of the following:
  - (i) Description and location of the physical limits of each proposed earth change, labeled limits of earth disturbance.
  - (ii) A Description and the location of all existing and proposed on-site drainage and dewatering facilities, including drainage arrows and discharge pipes and the location of catch basins.
  - (iii) The timing and sequence of each proposed earth change.
  - (iv) The location and description for installing and removing of all proposed temporary soil erosion and sediment control measures.
  - (v) A description and the location of all proposed permanent soil erosion and sediment control measures. The plan is to reflect that permanent soil erosion and sediment control measures are to be completed for all slopes, channels, ditches, or any other disturbed area within five (5) calendar days after final grading or the final earth change has been completed. If it is not possible to permanently stabilize a disturbed area after an earth change has been completed or if significant earth change activity ceases, then a person may request that the Part 91 agency consider approval of a soil erosion plan modification detailing the specific timeline for establishing permanent stabilization and the interim temporary measures that will be implemented and maintained until such time permanent stabilization can be achieved.
  - (vi) A program proposal for the continued daily maintenance of all permanent soil erosion and sedimentation control measures that remain after project completion, including the designation of the person responsible for each maintenance. Maintenance responsibility shall become part of any sales or exchange agreement for the land on which the permanent soil erosion control measures are located.
  - (vii) Name, address, and telephone numbers of the landowner, builder, and designated agent, if any.
  - (viii) Any other specific information needed to determine the adequacy of the soil erosion plan for assuring minimization of soil erosion and sedimentation, as determined by the County Enforcing Agency. This could include requesting engineering calculations, product specifications, etc.

#### Section 4. Qualified Plan.



- a. Except for sites disturbing 1 acre or less, the soil erosion plan shall be prepared under the direction of a qualified individual, certified in Michigan, unless waived in writing by the County Enforcing Agency. A "qualified individual" is an engineer or landscape architect, or other qualified individual if approved by the County Enforcing Agency. The soil erosion plan for sites disturbing 1 acre or less will not require preparation under the direction of a professional engineer, certified in Michigan, unless determined necessary due to site condition by the County Enforcing Agency in writing to the applicant.
- b. All site developments disturbing 1 acre of soil or less shall contain one (1) set of plans. All other soil erosion permit applications shall contain three (3) sets of plans.
- c. A soil erosion plan shall be considered complete when all of the items required in Section 3, above, have been included on the plan. However, the plan may not be approvable as submitted unless the provisions identified in section 2, above, are also met.

Section 5. Best Management Practices. All temporary and permanent measures proposed in the soil erosion plan shall be installed and maintained in accordance with the standards and specifications of the product manufacturer, the Michigan Department of Environmental Quality guidelines, including "Guidebook of Best Management Practices for Michigan Watersheds," the local conservation district, the Michigan Department of Transportation, and County Enforcing Agency, if applicable and if formally adopted. If a conflict exists between the standards and specifications, then the enforcing agency or authorized public agency shall determine which specifications are appropriate for the project.

Section 6. Soil Erosion Permit Approval and Issuance. A soil erosion permit will be issued provided the applicant meets all the requirements of the Act, the Rules, and this Ordinance; and if, in the determination of the County Enforcing Agency, the earth disturbance is designed such to assure minimization of erosion and sedimentation and will not result in or contribute to the soil erosion or sedimentation of the waters of the State and adjoining properties. If the application and soil erosion and sedimentation control plan is approved and a soil erosion permit is issued, the applicant shall be notified by first-class mail. The County Enforcing Agency need not notify by mail if the permit is given to the applicant in person. A soil erosion permit is issued for up to twelve (12) months, based upon the project, and must be renewed unless the site is permanently stabilized and the permit is closed by the County Enforcing Agency. The County Enforcing Agency may increase the permit timeframe upon request and with a prorated fee if the County Enforcing Agency deems it appropriate to have a longer permit period. The soil erosion permit shall be posted at the site in a location noted in the permit, until the site is permanently stabilized and the permit is closed by the County Enforcing Agency. The soil erosion plan shall be available on-site for inspection upon request by the County Enforcing Agency.

Section 7. Soil Erosion Permit Denial. A soil erosion permit will be denied, or the application required to be modified, when the County Enforcing Agency determines that

the application and/or soil erosion and sedimentation control plan as submitted is incomplete, not assuring minimization of soil erosion and sedimentation, will result in or contribute to the soil erosion or sedimentation of the Waters of the State or adjoining properties, or is not consistent with the requirements of the Act, the Rules, or this Ordinance. If the application is disapproved, and the permit denied, the County Enforcing Agency shall notify the applicant by certified mail of the reasons for denial and the conditions necessary for approval. The County Enforcing Agency need not notify by mail if the applicant is given written disapproval in person.

**Section 8. Soil Erosion Permit Modifications.** A soil erosion permit may be modified by written order of the County Enforcing Agency at any time. If there are any changes to the scope or character of the project from what was approved in the issued soil erosion permit, including but not limited to the area of disturbance or temporary soil erosion control measures, the permittee must submit these changes to the County Enforcing Agency for approval as a modification of the permit prior to the change occurring. This request shall be in writing and include a revised soil erosion plan reflecting any proposed modifications. The County Enforcing Agency shall provide written notification of its determination of the request for permit modification within ten (10) days of receipt of the request. There will be no additional fee for modification of a permit, unless the area under disturbance is increased.

**Section 9. Soil Erosion Permit Renewal.** All soil erosion permits must be renewed before expiration unless the County Enforcing Agency determines that the earth disturbance is permanently stabilized and the permit can be closed. If the County Enforcing Agency has not made that determination, the permittee shall make application for renewal at least two (2) weeks prior to the expiration of the permit. The request for renewal shall include the appropriate fee in effect at the time of renewal, and a written description and revised soil erosion plan reflecting any changes to the scope of the activity or other information, since the previous permit was issued. The renewal permit is to be posted-on-site with the original permit. The County Enforcing Agency retains the right to require a plan modification in accordance with Section 8 (above) where a delay may impact plan requirements.

**Section 10. Soil Erosion Permit Transfers.** If property subject to a permit under this part is proposed to be transferred, the transferor shall notify the transferee of the permit in writing on a form developed by the department and provided by the County Enforcing Agency or municipal enforcing agency. The notice shall inform the transferee of the requirements of MCL 324.9112, subsection (2) and, as applicable, MCL 324.9112, subsection (3) or (4). The notice shall include a copy of a permit. The transferor and transferee shall sign the notice, and the transferor shall submit the signed notice to the County Enforcing Agency before the property is transferred. The County Enforcing Agency may charge a fee for the transfer of a permit. The fee shall not exceed the administrative costs of transferring the permit. Fees collected under this subsection shall only be used for the enforcement and administration of this part by the County Enforcing Agency. Violations, responsibility for violations, and partial transfer scenarios shall be governed in accordance with MCL 324.9112 and as amended.



Section 11. Soil Erosion Permit Closure. A soil erosion permit will be closed when the County Enforcing Agency has determined that the earth disturbance has been permanently stabilized. For purposes of this determination, the earth disturbance is considered permanently stabilized when permanent control measures (pavement, rock, grasses or other vegetation and landscaping) are installed in a manner that ensures its resistance to soil erosion, sliding, or other earth movement. The Construction Site is considered permanently stabilized when all earth change activity has ceased, all permanent control measures have been installed, maintenance for the permanent controls has been arranged, vegetation is well established throughout all areas that were disturbed to a degree that ensures their resistance to erosion, slumping, etc., and temporary controls have been removed.

Section 12. Soil Erosion Permit Revocation or Suspension. Soil erosion permits may be suspended or revoked for any of the following reasons:

- a. Failure to adhere to conditions of the permit, including the approved SESC plan.
- b. Misrepresentation or failure to disclose relevant facts in the application or plans as submitted.
- c. Failure to adhere to the requirements of the Act, the Rules, or this Ordinance that results in the issuance of a Cease and Desist Order.

Notice of permit revocation shall be by certified mail and by posting on-site. A copy of the notice may also be given in person or by facsimile, but will not substitute for the other notice. If a permit has been revoked for any reason, the permit process will begin again and an application, plan, and necessary fees, including re-inspection fees, will have to be submitted. Fees will be based on those in effect at the time of reapplying for a permit. Revocation must be made in accordance with the Administrative Procedures Act.

Section 13. Soil Erosion Permit Performance Guarantees. Permit performance guarantees may be required by the County Enforcing Agency at the issuance of a permit, including after a Cease and Desist Order has been issued. The performance guarantee shall be in an amount sufficient to assure the installation and completion of such protective or corrective measures as may be required by the County Enforcing Agency to implement and maintain soil erosion and sedimentation controls authorized by the permit, until the site is permanently stabilized. All necessary costs and expenses incurred, including the incidental administrative and legal costs, shall be covered through this performance guarantee. At the permittee's choosing, this performance guarantee shall be in the form of cash, certified check, irrevocable bank letter of credit or bond acceptable to the County Enforcing Agency. The remaining balance of the performance guarantee will be returned to the permittee upon the determination by the County Enforcing Agency at permit closure inspection, that the site is permanently stabilized and has met all requirements set forth by the Act, the Rules, this Ordinance, and the issued permit. The remaining balance of the performance guarantee shall be returned within one month of this determination.



## ARTICLE VI

**Inspections.** As specifically allowed under Section 9113(2) of the Act, the County Enforcing Agency may enter at any reasonable time upon any property to conduct on site inspections and investigations to ensure compliance with the Act, the Rules, this Ordinance or any issued permit. Such inspections may take place before, during and/or after any earth change activity. If, upon inspection, existing site conditions are found to be in conflict with the Act, the Rules, this Ordinance, or with an issued soil erosion permit, a Cease and Desist Order and/or any other enforcement action authorized under the Act, the Rules, or this Ordinance may be pursued by the County Enforcing Agency.

## ARTICLE VII

**Fees.** All fees shall be paid to the County Enforcing Agency in accordance with a fee schedule determined by resolution to the Grand Traverse County Board of Commissioners, which shall be amended from time to time.

## ARTICLE VIII

**Section 1. Notice of Violation.** If the County Enforcing Agency determines that soil erosion and sedimentation of the Waters of the State or adjoining properties has occurred or could reasonably occur in violation of the Act, the Rules, or this Ordinance, the County Enforcing Agency may seek to enforce compliance by notifying the landowner and agent by certified mail, return receipt requested, of its determination. In addition, the property upon which the violation is occurring will be posted with the notice. The notice shall contain a description of the violation, what must be done to remedy the violation, and specify a time in which to comply with the notice, but not more than five (5) calendar days from mailing of the notice.

In addition, the County Enforcing Agency may require the landowner to obtain a permit and remit fees for the activity, even if the activity causing the violation was otherwise not required to obtain a permit.

**Section 2. Compliance; time.** If the landowner has failed to comply with the notice of violation within five (5) calendar days of mailing, the County Enforcing Agency may enter upon the land to construct, implement, and maintain soil erosion and sedimentation control measures in conformance with the Act, the Rules, this Ordinance and the notice, whenever soil erosion and sedimentation of the waters of the State or adjoining properties could reasonably occur or have occurred. However, the County Enforcing Agency shall not expend more than \$10,000 for the cost of the work, materials, labor and administration without prior written notice that the expenditure could exceed \$10,000. If more than \$10,000 is to be expended, then the work shall not begin until at least ten (10) calendar days after the notice of violation has been mailed.

**Section 3. Reimbursement of County Enforcing Agency's Lien for Expenses; Priority; Collection and Treatment of Lien.** All expenses incurred by the County Enforcing

Agency to bring land into compliance under this Section shall be reimbursed by the landowner. The County Enforcing Agency shall have a lien for the expenses incurred to bring the land into conformance. With respect to single-family or multi-family residential property, the lien for such expenses shall have priority over all liens and encumbrances filed or recorded after the date of such expenditure, pursuant to the Act. With respect to all other property, the lien for such expenses shall be collected and treated in the same manner as provided for property tax liens under the General Property Tax Act, being Act 206, Public Act of 1893, as amended.

Section 4. Cease and Desist. The County Enforcing Agency may issue a Cease and Desist Order upon finding a violation of the Act, the Rules, or this Ordinance, an issued soil erosion permit, including the soil erosion plan, or an affidavit of compliance. Notice shall be given by certified mail, return receipt requested, and posted on-site. When a Cease and Desist Order is issued, the soil erosion permit or affidavit of compliance is revoked pursuant to Section 1 of Article V.

#### **ARTICLE IX – Injunctive Relief**

Notwithstanding any other remedy and penalty provided in the Act, the Rules, or this Ordinance, the County may maintain an action in its own name in a court of competent jurisdiction for an injunction or other process against any person to restrain or prevent violation of the Act, the Rules, this Ordinance, or a permit issued hereunder.

#### **ARTICLE X – Violation and Penalties**

Section 1. A person who violates Part 91, the Rules or this Ordinance, is responsible for a municipal civil infraction and may be ordered to pay a civil fine of not more than \$2,500.

Section 2. A person who knowingly violates Part 91, the Rules or this Ordinance or knowingly makes a false statement in an application for a permit or in a Soil Erosion and Sedimentation Control Plan is responsible for the payment of a civil fine of not more than \$10,000 for each day of violation. A person who knowingly violates Part 91 after receiving a notice of determination under MCL 324.9112 or 324.9117 is responsible for the payment of a civil fine of no less than \$2,500 or more than \$25,000 for each day of the violation.

Section 3. Enforcement Officer. Any peace officer and any soil erosion and sedimentation control officer designated as such by the Enforcing Agency is authorized to issue a municipal civil infraction for violation of this Ordinance.

Section 4. Violations Bureau; Payments. The Grand Traverse County District Court with jurisdiction has been established as the Violations Bureau for the uniform municipal civil infraction citations. All persons that receive uniform municipal civil infraction citation shall have 21 days to pay the fine to the District Court Office. If responsibility is denied or the fine is unpaid after 21 days, the uniform municipal civil infraction citation



shall be processed by the District Court for resolution pursuant to Chapter 87 of the Revised Judicature Act, MCL 600.8701, *et seq.* Either party may request a formal hearing before a judge.

Section 5. All fines paid pursuant to this Ordinance shall be paid to the County Enforcing Agency for purposes of enforcing this Ordinance, Part 91 and its Rules.

#### **ARTICLE XI – Appeals**

Section 1. Appeal of Permit Decision; Informal Hearing. If any person is aggrieved by a permit decision, they may file a written appeal including the reason for the appeal, which references the applicable section of the Ordinance along with the required fees, if any, with the Grand Traverse County Health Department within 30 days of the decision. An informal hearing before the Health Officer or his/her designee will be scheduled within 5 calendar days of receiving the request. The informal hearing will allow the appellant, landowner, designated agency, or County Enforcing Agency staff an opportunity to submit additional information or re-emphasize previously submitted data. The Health Director will then review the information and take under advisement any other comments received before making a final decision which shall be made within 5 calendar days after receiving the request, not including the day on which the request is received, and forward this final decision to the appellant, landowner, and designated agent by first class mail. A permit shall not be invalidated during this appeal period.

Section 2. Appeal of Notice of Violation; Informal Hearing. If the landowner or designated agent is aggrieved by a compliance and enforcement action made by the County Enforcing Agency pursuant to this Ordinance, they may file a written appeal including the reason for the appeal, which references the applicable section of the Ordinance along with the required fees, if any, with the Grand Traverse County Health Department within 24 hours of receiving a notice of violation. If an appeal is filed, an informal hearing will allow the landowner or designated agent an opportunity to submit additional information or re-emphasize previously submitted data. The Health Director or his/her designee will then review the information and take under advisement any other information received before making a final decision within 5 days of having received the request, and forward this final decision to the landowner and any designated agent in person or by certified mail, return receipt requested.

Section 3. Standard of Review. The Health Officer or his/her designee, who must also be a certified enforcement agent, shall review the decision of the County Enforcing Agency staff and may affirm, modify or reverse the decision, but only if the decision of the Director is in accordance with Part 91, its Rules and this Ordinance.

Section 4. Final Decision. All decisions of the Health Officer, his/her designee or an arbiter shall be in writing and shall include a brief recap of testimony and evidence presented. The decision of the Health Officer or his/her designee or arbiter shall be



binding upon the County Enforcing Agency and the Landowner, Designated Agent and/or On-Site Authorized Agent. A person may file an appeal or seek judicial review of any final decision as authorized by Michigan law.

Section 5. Administrative Procedures Act. All appeals shall comply with the requirements of the Administrative Procedures Act.

Section 6. Qualifications. The Health Officer, his/her designee must have a level II certification issued by the Michigan Department of Environmental Quality.

Section 7. Irrespective of the filing of an appeal, the landowner must come into compliance within five days of notice of determination and ensure that there is no discharge off-site or to waters of the state in order to be in compliance with Part 91. An appeal does not put the obligation for compliance on hold. The appeals process does not extend or void the responsibility of the landowner to comply with Part 91, nor does it alleviate the obligations of the Part 91 agency to pursue enforcement remedies necessary to return the site to compliance in a timely manner.

#### **ARTICLE XII – Miscellaneous Provisions**

Section 1. Severability. The various parts, sections, subsections, paragraphs, sentences, phrases, and clauses of this Ordinance are declared to be severable. If any part, section, subsection, paragraph, sentence, phrase or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, it shall be considered severed from this Ordinance and shall not be construed as affecting the validity of the remaining portions of this Ordinance.

Section 2. Repeal. All ordinances or parts of ordinances inconsistent with this Ordinance are repealed.

Section 3. Effective Date. This Ordinance shall be effective when approved by the Michigan Department of Environmental Quality and notice of adoption is published in a newspaper of general circulation within the County. All unexpired permits issued prior to the adoption of this Ordinance and bonds on file pursuant to those permits shall remain in effect and shall be subject to provisions of this Ordinance.

Commissioners Present: Wheelock, Mair, Crawford, Clous, Lathrop, Gore Follette, Johnson

Commissioners Absent:

Ayes:

Nays:

Proposed Amended Ordinance January 17, 2018

Adopted: \_\_\_\_\_, 2017.

\_\_\_\_\_  
Carol Crawford  
Chairperson, Board of Commissioners

RESOLUTION

**XX-2018**

**Soil Erosion and Sedimentation Control Ordinance**

**Revised Fee Schedule Effective April 9, 2018**

WHEREAS, a revised fee schedule was submitted by the Health Department; and,

WHEREAS, this Board has reviewed the revised fee schedule and has found that the revised fees are fair and equitable and reflect actual administration costs; and,

NOW, THEREFORE, BE IT RESOLVED that the revised fee schedule is adopted effective April 9, 2018.

APPROVED: April 4, 2018



## Grand Traverse County Health Department

### Permit Application: Soil Erosion and Sediment Control Program

When is a Soil Erosion Permit Required? An application is required for any soil disturbance:

- Within 500 feet of surface water, i.e., river, lake, or stream
- Within 500 feet of regulated wetland or county drain
- Earth change over 1 acre of land, no matter distance to water, wetland, or drain
- Site has greater than 20% slope

### Site Priority Matrix

Project Priority	Inspection Frequency	Description
<b>High Priority(4)</b>	Twice per Month	Earth change over 5 acres <b>AND</b> has direct connection (immediately adjacent to or point source discharge to) surface water, wetlands or adjacent property <b>OR</b> earth change <5 acres with direct connection to surface waters, wetland, or adjacent properties with one or more of the following: <ul style="list-style-type: none"> <li>• Slopes of 20%</li> <li>• Hydrologic Group D Soils</li> </ul>
<b>Moderate Priority(3)</b>	Once per Month	Earth Change over 5 acres with no direct connection to surface water, wetlands, or adjacent property <b>OR</b> site under 5 acres with direct connection to surface water, wetlands, or adjacent property <b>OR</b> with one or more of the following: <ul style="list-style-type: none"> <li>• Slopes of 20% or more</li> <li>• County drainage easement adjacent to or within property</li> </ul>
<b>Low Priority(2)</b>	Once every two months	Earth change <5 acres <b>AND</b> no direct connection to surface water, wetlands, or adjacent property
<b>Very Low Priority(1)</b>	After control measures in place and at time of project closure and stabilization	Earth change <0.5 acre. Flat site, soils not highly erodible, and no direct connection to surface water, wetlands, or adjacent property

### RESIDENTIAL Priority Fee Schedule - Application Fee of \$50, Permit Fee Assessed After Site Review

Permit duration of 1 year, Scaled Site Plan Required

Project Type	High Priority(4)	Moderate Priority(3)	Low Priority(2)	Very Low Priority(1)
Residential New Construction	\$600	\$400	\$200	\$150
Existing Residential >1000 ft <sup>2</sup> earth change(Garage, Addition, Outbuilding, Driveway, etc.)	\$500	\$300	\$150	\$125
Existing Residential <1000 ft <sup>2</sup> earth change	\$400	\$250	\$125	\$100
Septic Systems Replacement	\$50	\$50	\$50	\$50

### COMMERCIAL Priority Fee Schedule - Application fee of \$200, Permit Fee Assessed After Site Review

Permit duration of 6 months, Sealed Plans Required

Project Type	High Priority(4)	Moderate Priority(3)	Low Priority(2)	Very Low Priority(1)
Commercial Base Fee (up to 1 acre) -Includes agricultural sites; extraction sites	\$1000 (Base Fee) \$90/acre (over 1 acre) \$150/mo. > 6 months	\$800 (Base Fee) \$70/acre (>1acre) \$100/mo. > 6 months	\$500 (Base Fee) \$60/acre(>1acre) \$75/mo. > 6 months	\$400( Base Fee) \$50/mo. >6 months
Farm with NRCS Plan, MEAP verification, or DEQ CAFO	N/A	N/A	N/A	\$100 (Base Fee) \$25/mo. >6 months
Utilities (underground or overhead) up to 1 mile	N/A	N/A	N/A	\$300 (Base Fee) \$40/each additional .5 mile
Existing Extraction Sites	\$200	\$200	\$200	\$200

Permit expires after 1 year. 1 inspection per year. New and expanded sites shall obtain Commercial Permit. Site will revert to annual permit after initial permit expires.				
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## Other Fees

<b>Residential Permit Determination</b>	\$25 office review, \$75 additional if site visit needed. Full amount can be applied to permit application
<b>Commercial Permit Determination</b>	\$50 office review, \$150 additional if site visit needed. Full amount may be applied to permit application
<b>Residential Preliminary Review</b>	\$150, half of fee may be applied to permit application within 1 year
<b>Commercial Preliminary Review</b>	\$350, half of fee may be applied to permit application within 1 year
<b>Permit Transfer Fee</b>	\$100
<b>Special Site Inspections</b>	\$60 (additional inspections required due to amendments, compliance violations, and certificate of occupancy approval)
<b>Residential Permit Extension</b>	½ of the original permit fee for up to 6 months
<b>After the Fact Permit -earth change prior to receiving permit</b>	Double permit fee
<b>Surety</b>	Sanitarian will determine amount of Surety required based on the scope of project



<b>Meeting Date:</b>	April 2, 2018		
<b>Department:</b>	Circuit Court Administrator's Office	<b>Submitted By:</b>	Teri Quinn
<b>Contract Email:</b>	tquinn@gndtraverse.org	<b>Contract Telephone:</b>	231-922-4707
<b>Agenda Item Title:</b>	New pay scale grade for CCAO Hourly Employees/Referee classification request.		
<b>Estimated Time:</b>	15 minutes	<b>Laptop Presentation:</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

**Summary of Request:**

Grand Traverse County is the Fiscal Agent for the 13th Circuit Court. CCAO is asking for a new pay grade of K4 to accommodate an increase in pay for the Circuit Court Referees.

The Circuit Court Referees serve Antrim, Grand Traverse and Leelanau Counties. Each County pays a share of their salary based on caseload percentages. For 2018 these percentages are:

Antrim - 16% Grand Traverse - 75% Leelanau - 9%

The pay scale was agreed upon and documented in a Memo of Understanding between Chief Judge Thomas G. Power and the Interim County Administrator, Jean Derenzy.

A Factor Statement was submitted to and approved by GT Co. HR.

GT Co Finance has analyzed the financial impact to the Personnel budget. The impact is zero due to a Circuit Court Specialist moving from full time to ½ time.

**Suggested Motion:**

**Financial Information:**

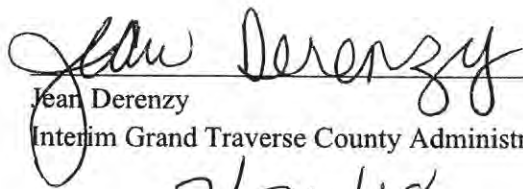
<b>Total Costs:</b>	<b>General Fund Cost:</b> No	<b>Included in budget:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>If not included in budget, recommended funding sources:</b>		
<b>This section for Finance Director, Human Resources Director, Civil Counsel and Administration USE ONLY:</b>		
<b>Review:</b>	<b>Signature</b>	<b>Date</b>
Finance Director		
Human Resources Director		
Civil Counsel		
<b>Administration Recommended:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
<b>Miscellaneous:</b>		
<b>Attachments:</b>		
<b>Attachment Titles:</b>		


(revised 9-2016)



## MEMO OF UNDERSTANDING

After a discussion between the Interim Grand Traverse County Administrator, Jean Derenzy and the 13<sup>th</sup> Circuit Court Administrator, Teri Quinn an agreement has been reached regarding the classification and salary for the Circuit Court Referees. Currently the Referees are classified at a level K3 on the Circuit Court Association pay scale. It is agreed that effective as of March 1, 2018 the Referee classification shall be a new level of K4, ranging from K4/step 1 @ \$66,649 to K4/step 6 @ \$83,338.

  
\_\_\_\_\_  
Jean Derenzy  
Interim Grand Traverse County Administrator  
  
2/26/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Hon. Thomas G. Power  
Chief Judge, 13<sup>th</sup> Circuit Court  
  
2/26/2018  
\_\_\_\_\_  
Date

RESOLUTION

**XX-2018**

**Circuit Court Administration**

**New Grade (Classification Plan Amendment)**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on April 4, 2018 and reviewed request from the Circuit Court Administrator to add a new grade K4 for Circuit Court Referees; and,

WHEREAS, This pay grade would represent an increase in pay to represent the work that is done, the education that is needed and the effect on the County that Referee's can have; and,

WHEREAS, a job task responsibility questionnaire was completed and submitted to Human Resources who reviewed it and recommends the creation of a K4 grade; and,

WHEREAS, the impact to the personnel budget is zero due to a Circuit Court Specialist moving from full time to ½ time.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approve the creation of a K4 Classification for Circuit Court Referees.

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

APPROVED: April 4, 2018



## Action Request

Meeting Date:	April 4, 2018		
Department:	Finance	Submitted By:	Dean Bott
Contact E-Mail:	dbott@grandtraverse.org	Contact Telephone:	2319224680
Agenda Item Title:	Michigan Transportation Fund Bonds, Series 2018		
Estimated Time:	<input type="text"/>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No
<small>(in minutes)</small>			

### Summary of Request:

The Resolutions necessary to issue Michigan Transportation Fund Bonds to finance road improvements planned by the Grand Traverse County Road Commission for Airport Road, Wysong Road, and Park Drive are provided for the Board's review and consideration for approval. Specifically, these bonds would finance the addition of a travel lane west of US-31 and reconstruction from US-31 to Veterans Drive. The road improvements will also include intersection improvements between Wysong Road and Park Drive. The total costs for these improvements are estimated to not exceed \$4,000,000.

### Suggested Motion:

Approval of the attached Resolutions authorizing the issuance of Michigan Transportation Fund Bonds, Series 2018 to finance road improvements for Airport Road, Wysong Road and Park Drive.

### Financial Information:

Total Cost:	\$4,000,000	General Fund Cost:	\$0.00	Included in budget:	<input type="radio"/> Yes <input type="radio"/> No
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If not included in budget, recommended funding source:

Michigan Transportation Fund Bonds

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:	
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Miscellaneous:

### Attachments:

Attachment Titles:



**RESOLUTION No. 18-03-03 OF BOARD OF COUNTY ROAD COMMISSIONERS  
AUTHORIZING THE ISSUANCE OF  
COUNTY OF GRAND TRAVERSE  
MICHIGAN TRANSPORTATION FUND BONDS, SERIES 2018**

The following proceedings took place at a regular meeting of the Board of County Road Commissioners of Grand Traverse County (the "Road Commission") held at 1881 LaFranier Road, Traverse City, Michigan on the 21<sup>st</sup> day of March, 2018, at 7:00 p.m. Eastern Daylight Savings Time:

PRESENT: Brown, Gillman, Marek, McKellar, Mouser

ABSENT: None.

The following resolution was offered by McKellar and seconded by Marek.

BE IT RESOLVED BY THE BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF GRAND TRAVERSE, STATE OF MICHIGAN, as follows:

1. The Road Commission hereby finds and determines that it is necessary and expedient that there be made at the earliest possible date certain road improvements in the County of Grand Traverse on roads or highways which the Road Commission is authorized to construct or reconstruct (the "County Roads") consisting of the construction and reconstruction of the proposed roads as set forth on Exhibit A attached hereto (the "Project").

2. The Road Commission hereby estimates the total cost of the Project to be \$4,000,000 of which not to exceed \$4,000,000 is to come from the issuance of bonds and further estimates the period of usefulness thereof as 20 years and upwards.

3. The Road Commission hereby recommends that the Project be approved and that bonds of the County be issued in the aggregate principal amount of not to exceed \$4,000,000, in one or more series, pledging for their payment Michigan Transportation Funds received and to be received by the County (but also supported by the agreement of the County to make advancements to make up any deficiencies of the funds so pledged) if the amount pledged is not received by the date the bond payments are due, the amount due as debt service on the bonds to be issued in accordance with the provisions of Section 18c of Act No. 51, Michigan Public Acts of 1951, as amended, for the purpose of defraying the cost of the Project.

4. The Road Commission hereby approves the form of resolution prepared for adoption by the Board of Commissioners of Grand Traverse County which is attached hereto and marked "Exhibit B", and the Road Commission recommends that the resolution be adopted by the Board of Commissioners and that the bonds therein described be issued as therein provided.

5. If necessary, the Chief Administrative Officer of the Road Commission is authorized and directed to:

- (a) apply to the Municipal Finance Division of the Michigan Department of Treasury for approval of the sale of the Bonds of all Series; and
- (b) file with such application all required supporting material; and
- (c) pay fees required in connection therewith.

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6. This Resolution, once adopted, certified and delivered to the Board of Commissioners of the County, shall constitute the written recommendation of the Road Commission required under Section 18c of Act No. 51.

ADOPTED: YEAS: Mouser, Brown, Gillman, Marek, McKellar  
NAYS: None.

**CERTIFICATION**

STATE OF MICHIGAN     )  
                                  ) SS.  
COUNTY OF GRAND TRAVERSE)

I certify that the foregoing is a true and complete copy of a resolution adopted by the Board of County Road Commissioners of Grand Traverse County at its meeting held on March 21, 2018, the original of which is on file in my office, and that notice of the meeting was given as required by law.

  
Debra J. M. Hunt, Clerk  
Board of County Road Commissioners  
of Grand Traverse County

SEAL

### **EXHIBIT A**

**The project (the "Project") will consist of the work described below on Airport Road, Wysong Road and Park Drive:**

The addition of a travel lane west of US-31 and Reconstruction from US-31 to Veterans Drive. In addition to this work, intersection improvements between Wysong Road and Park Drive. The total project cost not to exceed \$4,000,000.



**COUNTY OF GRAND TRAVERSE  
BOARD OF COMMISSIONERS**

At a regular meeting of the Board of Commissioners of Grand Traverse County held at \_\_\_\_\_, Traverse City, Michigan on \_\_\_\_\_, 2018, at \_\_\_\_:\_\_\_\_.m., Eastern Time, there were:

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution were offered by Commissioner \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_:

**BOND RESOLUTION**

WHEREAS, Section 18c of Act 51, Public Acts of Michigan, 1951, as amended ("Act 51"), authorizes a county to borrow money and issue bonds to pay all or any portion of the cost of construction or reconstruction of highways, including limited access highways and bridges, which by law a county road commission is authorized to construct or reconstruct, or participate with any other county road commission, city, or village in the construction or reconstruction of, including the construction or the enlargement, reconstruction or relocation of existing highways and the acquisition of necessary rights-of-way for those highways, and all work incidental to the construction or reconstruction, which bonds shall be issued only upon the written recommendation or approval of the county road commission and adoption of a resolution by a majority vote of the county board of commissioners of the county; and

WHEREAS, the Board of County Road Commissioners of the County of Grand Traverse (the "Road Commission") has presented to the Board of Commissioners of the County a resolution recommending the authorization and issuance of bonds under the provisions of Section 18c of Act 51 in one or more series in the aggregate principal sum of not to exceed \$4,000,000 (the "Bonds") to provide funds to pay the costs of constructing and reconstructing certain designated County Roads briefly described in Appendix A attached to this resolution (the "Project"), with an estimated cost of \$4,000,000 for the Project; and

WHEREAS, the County has bonds outstanding issued under the provisions of Section 18c of Act 51 described as follows in Exhibit C attached hereto; and

WHEREAS, the maximum annual amount for the payment of principal and interest on outstanding notes issued under the provisions of Act No. 143 of the Public Acts of 1943, as amended, ("Act 143") and the proposed Bonds will not exceed 50% of the total amount received by the Road Commission from the Michigan Transportation Fund during the fiscal year ending December 31, 2017; and

WHEREAS, the maximum annual principal and interest requirements on the Bonds and on outstanding bonds issued under Section 18c of Act 51 shall not exceed an amount equal to 20% of the moneys received by the Road Commission from the Michigan Transportation Fund during the fiscal year next preceding the issuance of the Bonds; and

WHEREAS, the Bonds will comply with all the requirements and are within the limitations expressed in Act 51.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF GRAND TRAVERSE as follows:

1. The Project. The resolution of the Road Commission recommending the construction of the Project, estimating the cost thereof, and estimating 20 years and upwards as the period of usefulness thereof, is hereby approved. A description of the Project is attached as Appendix A.

2. Bond Details. Pursuant to the recommendation of the Road Commission and in accordance with the authorization provided in Section 18c of Act 51, the County shall borrow up to the aggregate principal amount of not to exceed \$4,000,000 and shall issue the Bonds for the purpose of defraying the cost of constructing the Project. The Bonds shall be issued in one or more series substantially in the form of Appendix B attached hereto. The Bonds shall be known as "County of Grand Traverse Michigan Transportation Fund Bonds, Series 2018" (the "Bonds"). The Bonds shall be issued and shall be dated June 1, 2018 or such later date up to December 1, 2018 as the County Director of Finance shall order. The Bonds shall be fully registered Bonds, both as to principal and interest, in any denomination which is \$5,000 or a multiple of \$5,000 up to the amount of a single maturity, and shall be numbered from 1 upwards. If the Bonds are issued in the amount of \$4,000,000, the Bonds may mature on June 1 in each year as follows:

<u>YEAR</u>	<u>PRINCIPAL</u>	<u>YEAR</u>	<u>PRINCIPAL</u>	<u>YEAR</u>	<u>PRINCIPAL</u>
2019	\$760,000	2021	\$795,000	2027	\$850,000
2020	\$775,000	2022	\$820,000		

3. Discount. The Bonds may be offered for sale at a price of not less than 98% of the face amount thereof, and the County Director of Finance is authorized, in his or her

discretion, to provide for a higher minimum purchase price in the Request for Proposal of the Bonds.

4. Interest Payment and Date of Record. The Bonds shall bear interest payable December 1, 2018, and each June 1 and December 1 thereafter, until maturity, which interest rate shall not exceed 6% per annum. Interest shall be paid by check mailed by first class mail to the registered owner of each Bond as of the applicable date of record, provided, however, that the County Director of Finance may agree with the Bond Registrar on a different method of payment. If interest is paid differently, the Bond form attached as Appendix B and the Official Notice of Sale for Proposal form attached as Appendix C shall be changed accordingly.

The date of record for each interest payment shall be the 15th day of the calendar month preceding the date such payment is due.

5. Prior Redemption. The Bonds shall not be subject to redemption prior to maturity.

6. Bond Registrar and Paying Agent/Book Entry Depository Trust. The Chairman of the Board of Commissioners (the "Chairman") after consultation with the Road Commission and the County Treasurer shall designate, and may enter into an agreement with, a bond registrar and paying agent for the Bonds (sometimes referred to as the "Bond Registrar") which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Chairman from time to time as required may designate a similarly qualified successor bond registrar and paying agent. The Bonds shall be deposited with a depository trustee designated by the Chairman who shall transfer ownership of interests in such Bonds by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Chairman after consultation with the depository trustee. The depository trustee may be the same as the Bond Registrar otherwise named by the Chairman, and the Bonds may be transferred in part by depository trust and in part by transfer of physical certificates as the Chairman may determine.

7. Transfer or Exchange of Bonds. Any bond shall be transferable on the bond register maintained by the Bond Registrar with respect to the Bonds upon the surrender of the Bond to the Bond Registrar together with an assignment executed by the registered owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned bond, the Bond Registrar shall authenticate and deliver a new bond or bonds in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

Bonds may likewise be exchanged for one or more other Bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the Bond or Bonds being exchanged. Such exchange shall be effected by surrender of the Bond to be exchanged to the Bond Registrar with written instructions signed by the registered owner of the Bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a



Bond with proper written instructions the Bond Registrar shall authenticate and deliver a new bond or bonds to the registered owner of the Bond or his or her properly designated transferee or transferees or attorney.

The Bond Registrar is not required to honor any transfer or exchange of Bonds during the 15 days preceding an interest payment date. Any service charge made by the Bond Registrar for any such registration, transfer or exchange shall be paid for by the County, unless otherwise agreed by the County and the Bond Registrar. The Bond Registrar may, however, require payment by a bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

8. Reduction in Aggregate Amount of Bonds. In the event it shall be determined by the County Director of Finance after consultation with the Managing Director of the Road Commission after this Bond Resolution is adopted that the Project costs to be paid from the bonds shall be less than the estimate, the County Director of Finance shall reduce the principal amount of the Bonds by \$5,000 denominations, one such denomination for each maturity in any order, in any one or more maturities, to the extent required to avoid the issuance of more Bonds than will be required in light of the circumstances there existing, and the Request for Proposal shall be correspondingly altered.

9. Execution and Delivery. The Chairman of the Board of Commissioners and the County Clerk of the County are authorized and directed to execute the Bonds for and on behalf of the County by manually executing the same or by causing facsimile signatures of the Chairman of the Board of Commissioners and of the County Clerk to be affixed, provided in the latter instance the Bonds are thereafter authenticated by the Bond Registrar. The Bonds shall be sealed with the County seal or a facsimile of the County seal. Upon the execution of the Bonds they shall be delivered to the Treasurer of the County, who is authorized and directed to deliver the Bonds to the purchaser upon receipt in full of the purchase price.

10. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Chairman of the Board of Commissioners and the County Clerk may, on behalf of the County, execute and deliver, or order the Bond Registrar to authenticate and deliver, a new Bond having a number not then outstanding, of like date, maturity and denomination as that mutilated, lost stolen or destroyed.

In the case of a mutilated Bond, a replacement Bond shall not be delivered unless and until such mutilated bond is surrendered to the Bond Registrar. In the case of a lost, stolen or destroyed Bond a replacement Bond shall not be delivered unless and until the County and the Bond Registrar shall have received such proof of ownership and loss and indemnity as they determine to be sufficient, which shall consist at least of (i) a lost instrument bond for principal and interest remaining unpaid on the lost, stolen or destroyed bond, (ii) an affidavit of the registered owner (or his or her attorney) setting forth ownership of the Bond lost, stolen or destroyed and the circumstances under which it was lost, stolen or destroyed, (iii) the agreement of the owner of the Bond (or his or her attorney) to fully indemnify the County and the Bond Registrar against loss due to the lost, stolen or destroyed bond and the issuance of any replacement Bond in connection therewith, and (iv) the agreement of the owner of the Bond (or

his or her attorney) to pay all expenses of the County and the Bond Registrar in connection with the replacement, including the transfer and exchange costs which otherwise would be paid by the County.

11. Road Improvement Fund. The proceeds of the sale of the Bonds shall be deposited in a separate depository account (the "Road Improvement Fund"), the moneys in which shall be used solely and only to pay costs of construction of the Project. Any accrued interest paid at the time of the delivery of the Bonds and any premium on the Bonds shall be deposited in the Debt Retirement Fund established pursuant to Section 2 of this resolution. Moneys in the Road Improvement Fund may be continuously invested and reinvested by the County Treasurer in any legal investment which shall mature, or which shall be subject to redemption by the holder thereof, not later than the respective dates (as estimated by the Board of County Road Commissioners) when moneys of the Road Improvement Fund will be required to pay costs of the Project. Obligations so purchased as an investment of moneys of the Road Improvement Fund shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

12. Michigan Transportation Fund Moneys Pledged. For the purpose of providing moneys to pay the principal of and interest on the Bonds and in accordance with the provisions of Act No. 51, there is hereby irrevocably appropriated and pledged from the moneys to be derived from state collected taxes returned to the Road Commission for county road purposes from the Michigan Transportation Fund and which are not specifically allocated for other purposes, an amount sufficient to pay the principal of an interest on the Bonds (the "Pledge Amount"). The Board of Commissioners hereby agree that during each year that any of the Bonds remain outstanding and unpaid, the County Treasurer shall set aside in a separate depository account for the bonds (the "Debt Retirement Fund") the Pledged Amount promptly after receipt thereof from the Road Commission or the County.

13. Full Faith and Credit, Limited Tax. As additional security, the Board of Commissioners hereby agree on behalf of the County that if the Pledged Amount is at any time insufficient to pay the principal and interest on Bonds as the same become due, the County Treasurer shall be obligated to make up the deficiency from the general fund of the County, and reimbursement shall be made from the first subsequent revenues received by the County Road Commission from the Michigan Transportation Fund not pledged or required to be set aside for the payment of principal and interest on bonds, notes, or other evidences of indebtedness. The ability of the County to raise funds with which to meet such pledge is subject to applicable statutory and constitutional tax limitations.

14. Arbitrage and Tax Covenants. Notwithstanding any other provision of this resolution, the County covenants that it will not at any time or times:

(a) Permit any proceeds of the Bonds or any other funds of the County or under its control to be used directly or indirectly (i) to acquire any securities or obligations, the acquisition of which would cause any bond to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) in a manner which would result in the exclusion of any Bond from the treatment afforded by Section 103(a) of the Code by

reason of the classification of any Bond as a "private activity bond" within the meaning of Section 141(a) of the Code, as a "private loan bond" within the meaning of Section 141(a) of the Code or as an obligation guaranteed by the United States of America within the meaning of Section 149(b) of the Code; or

(b) Take any action, or fail to take any action (including failure to file any required information or other returns with the United States Internal Revenue Service or to rebate amounts to the United States, if required, at or before the time or times required), within its control which action or failure to act would (i) cause the interest on the Bonds to be includible in gross income for federal income tax purposes or cause the interest on the Bonds to be includible in computing any alternative minimum tax (other than the alternative minimum tax applicable to interest on all tax-exempt obligations generally) or cause the proceeds of the Bonds to be used directly or indirectly by an organization described in Section 501(c)(3) of the Code, or (ii) adversely affect the exemption of the Bonds and the interest thereon from the State of Michigan income taxation.

15. Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265 of the Code, provided that, if, at the time the Official Notice of Sale for such is circulated, the Bonds have been determined to be ineligible to be so designated on the basis of the County's reasonable expectations at the time of such circulation. In such event, the Request for Proposal shall be changed appropriately.

16. Defeasance. If the whole amount of the principal of and premium, if any, and interest due and payable upon all outstanding bonds shall be paid, or if sufficient moneys, or Government Obligations not callable prior to maturity, the principal of and interest on which, when due and payable will provide such sufficient moneys, shall be deposited with and held by a trustee for the purpose of paying principal of and premium, if any, and interest due and payable upon all outstanding bonds, if all outstanding bonds to be redeemed prior to maturity shall have been duly called for redemption or irrevocable instructions to call such bonds for redemption shall have been given to such trustee, then the right, title and interest of the holders of the bonds shall thereupon cease, terminate and become void and the County shall be released from the obligations of this resolution and any moneys of other funds held pursuant to this resolution for the purpose of paying principal of and premium, if any, and interest on the Bonds then outstanding (other than the aforementioned funds on deposit with the trustee for redemption of the outstanding Bonds) shall be released from the conditions of this resolution and paid over to the County and considered excess proceeds of the Bonds. In the event Government Obligations shall be deposited with and held by the trustee as herein above provided, the trustee shall within 30 days after such Government Obligations or moneys shall have been deposited with it, cause a notice signed by it to be given to the registered holders hereof not more than sixty (60) days nor less than forty-five (45) days prior to the redemption setting forth the date or dates, if any, designated for the redemption of the Bonds, a description of the Government Obligations and moneys so held by it, and 9c) that this resolution has been released in accordance with the provisions of this Section. All moneys and Government Obligations held by such trustee pursuant to this Section shall be held in trust and applied to the payment, when due, of the obligations payable therewith as provided herein above. As used herein the term "Government



Obligations” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed, by the United States of America.

17. Filing with Municipal Finance Division. The Chief Administrative Officer of the County, if necessary, is authorized and directed to:

- (a) apply to the Municipal Finance Division of the Michigan Department of Treasury for prior approval of the sale of the Bonds
- (b) file with such application all required supporting material; and
- (c) pay fees required in connection therewith.

18. Official Notice of Sale: The County hereby authorizes its Bond Counsel to publish a Notice of Sale at least seven days prior to the date fixed for receipt of bids for the purchase of the Bonds. The Notice of Sale shall be in substantially the form attached to this resolution as Appendix B with such changes therein as are not inconsistent with this resolution and as are approved by the County Director of Finance after conferring with Bond Counsel. Once all bids are received, the County Director of Finance shall determine the lowest true interest cost bid and thereafter award the Bonds to the bidder meeting that criteria. The Bond Counsel and Financial Advisor are hereby designated to act for and on behalf of the County and the Road Commission to receive bids for the purchase of the Bonds and to take all other steps necessary in connection with the sale, issuance, transfer and delivery thereof in accordance with the provisions of this resolution.

19. Retention of Bond Counsel. The firm of Clark Hill PLC, of Detroit, Michigan, is hereby retained to act as bond counsel for the County in connection with the issuance and sale of the Bonds.

20. Retention of Financial Consultant. Municipal Financial Consultants Incorporated, of Milford, Michigan, is hereby retained to act a financial consultant and advisor for the County in connection with the issuance and sale of the Bonds.

21. Meeting Notice. The Meeting Notice posted by the Finance Director of the County of Grand Traverse pursuant to Section 308 of Act 34, Public Acts of Michigan, 2001, as amended, and attached hereto as Exhibit 1, is hereby approved.

22. Conflicting Resolutions. All resolutions and parts of resolutions in conflict with the foregoing are hereby rescinded.

A vote on the foregoing resolution was taken and was as follows:

YES:

\_\_\_\_\_  
\_\_\_\_\_

NO: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

The Resolution was declared adopted.

### CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of Grand Traverse County, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of Grand Traverse County at a regular meeting held on \_\_\_\_\_, 2018, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the County, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

\_\_\_\_\_  
Clerk, Grand Traverse County



**EXHIBIT 1**

**MEETING NOTICE**

**BOARD OF COMMISSIONERS OF THE COUNTY OF GRAND TRAVERSE  
STATE OF MICHIGAN**

At the regular meeting of the Board of Commissioners of the County of Grand Traverse, Michigan to be held on \_\_\_\_\_, 2018 at \_\_\_\_:\_\_\_\_ p.m., Eastern Time on the 2<sup>nd</sup> Floor of the Governmental Center, 400 Boardman Ave., Traverse City, Michigan, 49684, the Board of Commissioners will consider the Bond Resolution for the County of Grand Traverse Michigan Transportation Fund Bonds, Series 2018 which bonds pledge the County's limited tax full faith and credit.

This notice is given pursuant to the requirements of Section 308, Act 34, Public Acts of Michigan, 2001, as amended.

DEAN BOTT, County Director of Finance  
County of Grand Traverse

## APPENDIX A

**The project (the “Project”) will consist of the work described below on Airport Road, Wysong Road and Park Drive:**

The addition of a travel lane west of US-31 and Reconstruction from US-31 to Veterans Drive. In addition to this work, intersection improvements between Wysong Road and Park Drive. The total project cost not to exceed \$4,000,000.

**APPENDIX B**

**[FORM OF BOND]**

**UNITED STATES OF AMERICA-STATE OF MICHIGAN  
COUNTY OF GRAND TRAVERSE**

**COUNTY OF GRAND TRAVERSE  
MICHIGAN TRANSPORTATION FUND BOND, SERIES 2018**

<b><u>RATE</u></b>	<b><u>MATURITY DATE</u></b>	<b><u>DATE OF ISSUANCE</u></b>	<b><u>CUSIP</u></b>
		_____, 1, ____	

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

FOR VALUE RECEIVED, the County of Grand Traverse, State of Michigan (the "County"), hereby acknowledges itself indebted and promises to pay (but only from the sources referred to herein) on the Maturity Date specified above, unless paid prior thereto as hereinafter provided, to the Registered Owner specified above or its registered assigns, the Principal Amount specified above upon presentation and surrender of this Bond at the principal corporate trust office of \_\_\_\_\_, \_\_\_\_\_, Michigan, as paying agent and bond registrar (the "Bond Registrar"), together with interest thereon to the Registered Owner of this Bond, as shown on the books of the County maintained by the Bond Registrar, on the applicable date of record from the Date of Issuance specified above, or such later date through which interest has been paid, at the Rate per annum specified above, commencing \_\_\_\_\_ 1, \_\_\_\_\_, and semiannually thereafter on the first day of \_\_\_\_\_ and \_\_\_\_\_ in each year to and including the Maturity Date or earlier redemption of this Bond. The date of record for each payment of interest shall be the 15th day of the month preceding the date such payment is due. Interest is payable by check or draft mailed by the Bond Registrar to the Registered Owner at the address shown on the books of the County maintained by the Bond Registrar on the applicable date of record and shall be calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

This Bond is one of a series of bonds of like date and tenor except as to denomination, date of maturity and interest rate, numbered from 1 upwards, aggregating the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), issued by the County, pursuant to and in full conformity with the Constitution and Statutes of the State of Michigan (especially Act No. 51, Michigan Public Acts of 1951, as amended), for the purpose of defraying the part or all of the cost of constructing and reconstructing certain roads in the County.

THIS BOND IS NOT AN OBLIGATION OF THE STATE OF MICHIGAN OR OF THE MICHIGAN TRANSPORTATION FUND. This Bond and the interest hereon are payable



primarily from moneys received and to be received by the County from the Michigan Transportation Fund pursuant to law, such fund being a special fund in the State Treasury in which a portion of state-collected taxes imposed by law upon gasoline or other motor fuels and on certain motor vehicles are required by law to be set aside as collected and returned to the County for highway and road purposes. The Bond Resolution, authorizing the issuance and sale of the bonds of which this Bond is one, irrevocably appropriates and pledges a sufficient amount of such moneys to provide for the payment of the principal of and interest on this Bonds when due. In the event moneys so pledged for the payment of this Bond, and the series of bonds of which this is one, are for any reason insufficient to pay the principal of and interest thereon when due, the County is obligated to advance sufficient moneys from its general funds to make up such deficiency. The County, however, does not have the power to levy any tax for the payment of this bond in excess of its constitutional, statutory or charter limits.

Bonds maturing prior to \_\_\_\_ 1, \_\_\_\_ shall not be subject to redemption prior to maturity. Bonds maturing on or after \_\_\_\_ 1, \_\_\_\_ shall be subject to redemption prior to maturity at the option of the County, in any order, in whole or in part, on any date on or after \_\_\_\_ 1, \_\_\_\_ . Bonds so called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption.

With respect to partial redemptions, any portion of a bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed each constitutes an authorized denomination. In the event that less than the entire principal amount of a bond is called for redemption, upon surrender of the bond to the Bond Registrar, the Bond Registrar shall authenticate and deliver to the Registered Owner of the bond a new bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption, if different than otherwise provided in the resolution authorizing the issuance of the bonds. Any defect in such notice shall not affect the validity of the redemption proceedings. Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Bond Registrar to redeem the same.

This Bond shall be transferable on the books of the County maintained by the Bond Registrar upon surrender of this Bond to the Bond Registrar together with an assignment executed by the Registered Owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned bond, the Bond Registrar shall authenticate and deliver a new bond or bonds in authorized denominations in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

This Bond may likewise be exchanged for one or more other bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the bond or bonds being exchanged. Such exchange shall be effected by surrender of the bond to be

exchanged to the Bond Registrar with written instructions signed by the Registered Owner of the bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a bond with proper written instructions the Bond Registrar shall authenticate and deliver a new bond or bonds to the Registered Owner of the bond or his or her properly designated transferee or transferees or attorney.

The Bond Registrar is not required to honor any transfer or exchange of bonds during the fifteen (15) days preceding an interest payment date. Any service charge made by the Bond Registrar for any such registration, transfer or exchange shall be paid for by the County, unless otherwise agreed upon by the County and the Bond Registrar. The Bond Registrar may, however, require payment by a bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

This Bond and the bonds of this series have \_\_\_\_ been designated as "qualified tax-exempt obligations" for purposes of Paragraph 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit until the certificate of authentication hereon has been duly executed by the Bond Registrar, as authenticating agent.

It is hereby certified, recited and declared that all things, conditions and acts required to exist, happen and be performed precedent to and in connection with the issuance of this Bond and the other bonds of this series, existed, have happened and have been performed in due time, form and manner as required by the Constitution and Statutes of the State of Michigan, and that the total indebtedness of the County, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of Grand Traverse, State of Michigan by its Board of Commissioners, has caused this Bond to be executed in its name with the facsimile signatures of the Chairman of its Board of Commissioners and its County Clerk, has caused a facsimile of its seal to be affixed hereto and has caused this Bond to be authenticated by the Bond Registrar, as the County's authenticating agent, all as of the Date of Issuance set forth above.

COUNTY OF GRAND TRAVERSE

By:  
Chairman of the Board of  
Commissioners

[SEAL]

By:  
County Clerk

DATE OF AUTHENTICATION:

### BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the series of bonds designated "County of Grand Traverse Michigan Transportation Fund Bonds, Series \_\_\_\_."

By: \_\_\_\_\_, Michigan  
as Bond Registrar and Authenticating Agent  
Authorized Representative

### ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ this Bond and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer this Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Notice: The signature(s) to this assignment must correspond with the name as it appears upon the face of this Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed: \_\_\_\_\_

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

The transfer agent will not effect transfer of this Bond unless the information concerning the transferee requested below is provided:

Name and Address: \_\_\_\_\_

\_\_\_\_\_  
(Include information for all joint owners if bond is held by joint account)



PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF  
TRANSFeree

(Insert number for first named transferee if held by joint account)

**APPENDIX C**

**[FORM OF OFFICIAL NOTICE OF SALE]**

**OFFICIAL NOTICE OF SALE**  
**§ \_\_\_\_\_**  
**COUNTY OF GRAND TRAVERSE**  
**STATE OF MICHIGAN**  
**MICHIGAN TRANSPORTATION FUND BONDS, SERIES \_\_\_\_\_**

**SEALED PROPOSALS:** Sealed proposals for the purchase of the bonds described herein (the "Bonds") will be received by the undersigned, on behalf of the County of Grand Traverse (the "Issuer"), at the office of the \_\_\_\_\_, Traverse City, Michigan on \_\_\_\_\_, \_\_\_\_\_, until \_\_\_\_\_: \_\_\_\_\_ m., Eastern \_\_\_\_\_ Time, at which time and place the proposals will be publicly opened and read.

In the alternative, sealed written proposals will also be received on the same date and until the same time by an agent of the undersigned at the Municipal Advisory Council of Michigan, Buhl Building, 535 Griswold, Suite 1850, Detroit, Michigan 48226, where they will be publicly opened simultaneously. Proposals received at Traverse City, Michigan will be read first followed by proposals received at the alternate location. Proposers may choose either location to present proposals and good faith checks, but not both locations.

Any proposer may submit a proposal in person to either proposing location. However, no proposer is authorized to submit a FAX proposal to Traverse City, Michigan.

Also in the alternative, electronic proposals will also be received on the same date and until the same time by an agent of the undersigned Bidcomp/Parity. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Eric Washington, 1359 Broadway, 2<sup>nd</sup> floor, New York, New York 10018, (212) 849-5021.

If any provision of this Request for Proposal shall conflict with information provided by Bidcomp/Parity as the approved provider of electronic proposing services, this Request for Proposal shall control.

**The Bonds will be awarded or all proposals will be rejected by the Grand Traverse County Director of Finance within twenty-four hours of the sale.**

**BOND DETAILS:** The Bonds will be fully registered bonds, both as to principal and interest, in any one or more denominations of \$5,000 or a multiple of \$5,000, not exceeding the aggregate principal amount for each maturity, dated \_\_\_\_\_ 1, \_\_\_\_\_, numbered from 1 upwards and will bear interest from their date of issuance payable on \_\_\_\_\_ 1, \_\_\_\_\_ and semiannually thereafter on each \_\_\_\_\_ 1 and \_\_\_\_\_ 1 and until maturity. The Bonds will mature on \_\_\_\_\_ 1 of each year as follows:

YEAR   PRINCIPAL   YEAR   PRINCIPAL   YEAR   PRINCIPAL

**PRIOR REDEMPTION:** Bonds maturing prior to \_\_\_\_ 1, \_\_\_\_ shall not be subject to redemption prior to maturity. Bonds maturing on or after \_\_\_\_ 1, \_\_\_\_ shall be subject to redemption prior to maturity at the option of the County, in any order, in whole or in part, on any date on or after \_\_\_\_ 1, \_\_\_\_\_. Bonds called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption.

With respect to partial redemptions, any portion of a bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed each constitutes an authorized denomination. In the event that less than the entire principal amount of a bond is called for redemption, upon surrender of the bond to the bond registrar, the bond registrar shall authenticate and deliver to the registered owner of the bond a new bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each bond being redeemed by first class mail at least 30 days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption, if different than otherwise provided in the Bond Resolution. Any defect in such notice shall not affect the validity of the redemption proceedings. Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the bond registrar to redeem the same.

**INTEREST RATE AND PROPOSING DETAILS:** The Bonds shall bear interest at a rate or rates not exceeding \_\_\_\_% per annum, to be fixed by the proposals therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. THE INTEREST RATE BORNE BY BONDS MATURING IN ANY YEAR SHALL NOT BE AT A RATE LOWER THAN THE RATE BORNE BY BONDS MATURING IN ANY PRECEDING YEAR. No proposal for the purchase of less than all of the Bonds, at a price less than \_\_\_\_% of their par value or at an interest rate or rates that will result in a net interest cost of more than \_\_\_\_% per annum, will be considered.

**TERM BOND OPTION:** Bonds maturing in the years \_\_\_\_ - \_\_\_\_, inclusive, are eligible for designation by the original purchaser at the time of sale as serial Bonds or term Bonds, or both. There may be more than one Term Bond maturity. However, principal maturities designated as Term Bonds shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on \_\_\_\_\_ 1st of the year in which the Bonds are presently scheduled to mature. Each maturity of Term Bonds and Serial bonds must carry the same interest rate. Any such designation must be made at the time the proposals are submitted.

**BOOK-ENTRY-ONLY:** The Bonds will be issued in book-entry-only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities



depository for the Bonds. Purchase of the Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in Bonds purchased. The book-entry-only system is described further in the nearly final official statement for the Bonds.

**BOND REGISTRAR, PAYING AGENT AND DATE OF RECORD:** \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, Michigan has been selected as bond registrar and paying agent (the "Bond Registrar") for the Bonds. The Bond Registrar will keep records of the registered holders of the Bonds, serve as transfer agent for the Bonds, authenticate the original and any re-issued bonds and pay interest by check or draft mailed to the registered holders of the Bonds as shown on the registration books of the Issuer kept by the Bond Registrar on the applicable date of record. The date of record for each interest payment shall be the 15th day of the month before such payment is due. The principal of and redemption premium, if any, on the Bonds will be paid when due upon presentation and surrender thereof to the Bond Registrar. As long as DTC, or its nominee Cede & Co., is the registered owner of the Bonds, payments will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Bonds is the responsibility of DTC participants and indirect participants as described in the nearly final official statement for the Bonds. The County may from time to time as required designate a successor bond registrar and paying agent.

**PURPOSE AND SECURITY:** The Bonds are to be issued pursuant to the provisions of Act No. 51, Public Acts of Michigan, 1951, as amended (the "Act"), to defray part of the cost of constructing and reconstructing certain roads in the County of Grand Traverse (the "County"), and are issued in anticipation of, and are primarily payable from, the revenues to be derived by the County from State-collected taxes returned to the County pursuant to law for highway and road purposes. In the event such moneys are for any reason insufficient to pay the principal of an interest on the Bonds when due, the County is obligated to advance sufficient moneys from its general funds to make up such deficiency. The County, however, does not have the power to levy any tax for the payment of these Bonds in excess of its constitutional and statutory limits. THE BONDS ARE NOT AN OBLIGATION OF THE STATE OF MICHIGAN OR OF THE MICHIGAN TRANSPORTATION FUND.

**BOND INSURANCE AT PURCHASER'S OPTION:** If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the proposer/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser. Any rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE COUNTY.

**GOOD FAITH:** A certified or cashier's check drawn upon an incorporated bank or trust company or a wire transfer in an amount equal to 2% (\$ \_\_\_\_\_) of the face amount of the

Bonds, and payable to the order of the County will be required of the successful proposer as a guarantee of good faith on the part of the proposer, to be forfeited as liquidated damages if such proposal be accepted and the proposer fails to take up and pay for the Bonds. If a check is used, it must accompany each proposal. If a wire transfer is used, the successful proposer is required to wire the good faith deposit not later than Noon, prevailing Eastern Time, on the next business day following the sale using the wire instructions provided by Municipal Financial Consultants Incorporated. The good faith deposit will be applied to the purchase price of the Bonds. No interest shall be allowed on the good faith checks, and checks of each unsuccessful proposer will be promptly returned to such proposer's representative or by registered mail. The good faith check of the successful proposer will be cashed immediately, in which event, payment of the balance of the purchase price of the Bonds shall be made at the closing.

**AWARD OF THE BONDS – TRUE INTEREST COST:** The Bonds will be awarded to the proposer whose proposal produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on \_\_\_\_\_ 1, \_\_\_\_\_ and semi-annually thereafter) necessary to discount the debt service payments from their respective payment dates to \_\_\_\_\_ 1, \_\_\_\_\_ in an amount equal to the price proposed, excluding accrued interest. \_\_\_\_\_, \_\_\_\_\_ is the anticipated date of delivery of the Bonds.

**LEGAL OPINION:** Proposals shall be conditioned upon the approving opinion of Clark Hill PLC, Detroit, Michigan (the "Bond Counsel"), a copy of which will be printed on the reverse side of each bond and the original of which will be furnished without expense to the purchaser of the Bonds at the delivery thereof. The fees of Bond Counsel for its services in connection with such approving opinion are expected to be paid from Bond Proceeds. Except to the extent necessary to issue such opinion and as described in the Official Statement, Bond Counsel has not been requested to examine or review, and has not examined or reviewed, any financial documents, statements or other materials that have been or may be furnished in connection with the authorization, marketing or issuance of the Bonds and, therefore, has not expressed and will not express an opinion with respect to the accuracy or completeness of the Official Statement or any such financial documents, statements or materials.

**TAX MATTERS:** In the opinion of Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes, such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, although for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, the Bonds and the interest thereon are exempt from all taxation in the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

**"ISSUE PRICE":** The winning bidder shall assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form provided by Bond Counsel, with such modifications

as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Issuer and Bond Counsel. All actions to be taken by the Issuer under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

The Issuer intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the Issuer is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the Issuer anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the Issuer anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that competitive sale requirements are satisfied, the winning bidder shall be expected to certify as to the reasonably expected initially offering price of the Bonds to the public.

In the event that the competitive sale requirements are not satisfied, the Issuer shall so advise the winning bidder. The Issuer shall treat (i) the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as of the sale date as the issue price of that maturity and (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds not satisfying the 10% test as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the Issuer if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. Any maturity of the Bonds (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) that does not satisfy the 10% test as of the date and time of the award of the Bonds shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that any maturity of the Bonds is subject to the hold-the-offering-price rule. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.

By submitting a bid, each bidder confirms that, except as otherwise provided in its bid, it has an established industry reputation for underwriting new issuances of municipal bonds, and, further,



the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the Issuer when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

The Issuer acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to

comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date that the Bonds are awarded by the Issuer to the winning bidder.

**DELIVERY OF BONDS:** The County will furnish Bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of delivery of the Bonds. If the Bonds are not tendered for delivery by twelve o'clock noon, Eastern Time, on the 45th day following the date of sale or the first business day thereafter if the 45th day is not a business day, the successful proposer may on that day, or any time thereafter until delivery of the Bonds, withdraw its proposal by serving written notice of cancellation on the undersigned, in which event the County shall promptly return the good faith deposit. Payment for the Bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the Bonds shall be paid by the purchaser at the time of delivery. Unless the purchaser of the Bonds furnishes the Bond Registrar with a list of names and denominations in which it wishes to have the Bonds issued at least ten (10) business days before delivery of the Bonds, the Bonds will be delivered in the form of one bond for each maturity, registered in the name of the purchaser. **Notwithstanding the foregoing, the successful proposer will be required to pay for and accept delivery of the Bonds on \_\_\_\_\_.**

**UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE:** In order to assist the winning proposer in complying with SEC Rule 15c2-12, as amended, the County and the Road Commission will covenant to undertake (pursuant to a resolution adopted or to be adopted by their governing bodies), to provide annual reports and timely notice of certain events for the benefit of beneficial owners of the Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Certificate to be executed and delivered by the County and the Road Commission, a form of which is included in the nearly final official statement and in the final official statement.

**OFFICIAL STATEMENT:**

**Hard Copy**

A copy of the nearly final Official Statement (the "Nearly Final Official Statement") may be obtained by contacting Municipal Financial Consultants Incorporated at the address listed below. The Nearly Final Official Statement is in a form deemed final as of its date by the County for purposes of SEC Rule 15c2-12(b)1, but is subject to revision, amendment and completion of a final Official Statement (the "Final Official Statement"). The successful proposer shall supply to the County, within twenty-four hours after the award of the Bonds, all pricing information and any underwriter identification determined by Bond Counsel to be necessary to complete the Final Official Statement.

**Internet**

In addition, the County has authorized the preparation and distribution of a Nearly Final Official Statement containing information relating to the Bonds via the Internet. The Nearly Final Official Statement can be viewed and downloaded at [www.i-dealprospectus.com/PDF.asp?doc=](http://www.i-dealprospectus.com/PDF.asp?doc=) or at [www.tm3.com](http://www.tm3.com).

The County will furnish to the successful proposer, at no cost, \_\_\_ copies of the Final Official Statement within seven (7) business days after the award of the Bonds. Additional copies will be supplied upon the proposer's agreement to pay the cost of the County for those additional copies.

The County shall deliver, at closing, an executed certificate to the effect that as of the date of delivery the information contained in the Final Official Statement, including revisions, amendments and completions as necessary, relating to the County and the Bonds is true and correct in all material respects, and that such Final Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

**PROPOSER CERTIFICATION: NOT "IRAN-LINKED BUSINESS:"** By submitting a proposal, the proposer shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 17, Public Acts of Michigan, 2012; MCL 129.311 et seq.



**CUSIP NUMBERS:** It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print such numbers nor any improperly printed number shall constitute cause for the purchaser to refuse to accept delivery of, or to pay for, the Bonds. All expenses for printing CUSIP numbers on the Bonds will be paid by the Issuer, except that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and paid for by the purchaser.

**ADDITIONAL INFORMATION:** Further information may be obtained from the undersigned at the address specified above or from Steven S. Burke, Municipal Financial Consultants Incorporated, 400 North Main Street, Suite 304, Milford Michigan, telephone (313) 884-9824.

**THE RIGHT IS RESERVED TO REJECT ANY OR ALL PROPOSALS.**

**ENVELOPES:** Envelopes containing the proposals should be plainly marked "Proposal for the County of Grand Traverse Michigan Transportation Fund Bonds, Series \_\_\_\_."

\_\_\_\_\_  
Grand Traverse County Director of Finance



**GRAND TRAVERSE COUNTY  
FINANCE DEPARTMENT**

400 BOARDMAN AVENUE  
TRAVERSE CITY, MI 49684-2577

FINANCE DIRECTOR  
DEPUTY FINANCE DIRECTOR  
FAX

734.922.4605  
734.922.4601  
734.922.4600

DATE: March 28, 2018  
TO: Grand Traverse County Board of Commissioners  
FROM: Dean Bott, Finance Director  
RE: Budget to Actual Revenue and Expenditure Report (Unaudited)

Please find attached the Budget to Actual Revenue and Expenditure Reports for the County's General Fund and Special Revenue Funds for the period ending December 31, 2017.

The activity reflected in this report is actual year to date activity as of March 28, 2018. We may make some additional adjustments for 2017 and our auditors may also propose adjustments to this information as a result of their audit of our financial statements.

The General Fund performance is significantly better than the amended budget performance due to the realization of additional revenues and also to the fact that expenditures were less than the budgeted amounts in most of the departments.

Please do not hesitate to contact me with any questions or for additional information. I would be happy to assist you in any way I can. Rather than anticipate any questions or concerns, knowing in advance of the meeting would allow time to look up any specific requests.

**GRAND TRAVERSE COUNTY**  
**FISCAL YEAR 2017**  
**BUDGET TO ACTUAL EXPENDITURE REPORT (UNAUDITED)**  
**FOR THE PERIOD ENDING DECEMBER 31, 2017**

**SUMMARY BY FUND**

% OF YEAR COMPLETE: 100.00%

<b>FUND</b>	<b>FUND NAME</b>	<b>FY16 AMENDED BUDGET</b>	<b>FY16 ACTIVITY AS OF 12/31/2016</b>	<b>FY17 AMENDED BUDGET</b>	<b>YTD ACTIVITY AS OF 12/31/2017</b>	<b>AVAILABLE BALANCE</b>	<b>% BUDGET USED</b>
101	GENERAL FUND	38,000,571	34,827,280	42,355,483	41,053,781	1,301,702	97%
131	13TH CIRCUIT COURT	1,946,168	1,809,647	2,067,407	1,902,509	164,898	92%
132	LCVR	15,000	13,168	13,000	9,171	3,829	71%
136	86TH DISTRICT COURT	3,972,943	3,840,521	4,148,012	3,758,750	389,262	91%
202	COUNTY SPECIAL PROJECTS	27,322	-	9,000	9,000	-	0%
207	CENTRAL DISPATCH/911	2,529,742	2,360,167	2,490,107	2,386,952	103,155	96%
208	PARKS AND RECREATION	538,039	522,162	730,471	643,854	86,617	88%
209	MAPLE BAY DEVELOPMENT	10,000	-	-	-	-	0%
215	FRIEND OF THE COURT	2,199,191	2,037,865	2,191,488	2,079,026	112,462	95%
216	SAFE HAVENS	143,574	143,574	-	-	-	0%
222	HEALTH DEPARTMENT	6,273,922	6,108,674	6,696,928	6,269,711	427,217	94%
251	VETERANS' TRUST FUND	70,200	56,436	50,200	12,562	37,638	25%
252	VETERANS' MILLAGE	-	-	627,389	472,690	154,699	75%
256	REGISTER OF DEEDS AUTOMATION	123,704	126,149	178,100	100,099	78,001	56%
260	COMMUNITY CORRECTIONS PA511	746,004	746,036	816,913	842,615	(25,702)	103%
261	COUNTY LAW LIBRARY	6,500	-	15,500	-	15,500	0%
262	FEDERAL EQUITABLE SHARING	8,000	-	-	-	-	0%
263	CONCEALED PISTOL LICENSING	23,000	19,599	24,105	21,540	2,565	89%
264	CORRECTIONS OFFICERS TRAINING	63,500	56,621	63,500	47,618	15,882	75%
266	CRIMINAL JUSTICE TRAINING ACT	20,000	10,379	14,000	12,097	1,903	86%
269	MITCHELL CREEK WATERSHED	8,155	-	-	-	-	0%
278	HOUSING TRUST	74,600	191	73,000	-	73,000	0%
279	CDBG	123,600	110,835	309,066	357,814	(48,748)	116%
280	NEXT MICHIGAN	88,200	25,036	64,300	51,025	13,275	79%
281	EDC	155,800	158,960	33,083	61	33,022	0%
287	TNT FORFEITURE FUND	116,633	114,732	125,220	82,265	42,955	66%
288	TNT GRANT	97,970	97,293	129,400	112,445	16,955	87%
292	CHILD CARE FUND	1,887,931	1,635,033	1,633,500	1,305,938	327,562	80%
295	ANIMAL CONTROL	88,825	65,622	133,068	138,623	(5,555)	104%
297	COMMISSION ON AGING	2,801,912	2,301,134	3,630,270	3,021,104	609,166	83%
298	SENIOR CENTER	652,330	522,289	610,539	547,425	63,114	90%
471	COUNTY FACILITIES	1,928,300	1,668,962	1,981,223	1,689,811	291,412	85%
472	CAPITAL IMPROVEMENT PROJECTS	900,000	401,717	1,179,413	249,400	930,013	21%
<b>TOTAL APPROPRIATIONS</b>		<b>65,641,636</b>	<b>59,780,084</b>	<b>72,393,685</b>	<b>67,177,886</b>	<b>5,215,799</b>	<b>93%</b>



GRAND TRAVERSE COUNTY  
FISCAL YEAR 2017  
BUDGET TO ACTUAL  
REVENUE AND EXPENDITURE REPORT (UNAUDITED)  
FOR THE PERIOD ENDING DECEMBER 31, 2017

GENERAL FUND

% OF YEAR COMPLETE: 100.00%

REVENUE SOURCE	FY16 AMENDED BUDGET	FY16 ACTIVITY AS OF 12/31/2016	FY17 AMENDED BUDGET	YTD ACTIVITY AS OF 12/31/2017	AVAILABLE BALANCE	% BUDGET USED
Taxes	22,865,142	23,291,455	22,968,526	24,382,630	(1,414,104)	106%
Licenses and Permits	159,000	188,373	199,000	219,780	(20,780)	110%
Federal Grants	2,520	100,566	73,200	91,440	(18,240)	125%
State Grants	3,644,305	3,491,013	3,620,069	3,639,231	(19,162)	101%
Local Unit Contributions	1,899,712	1,824,040	1,775,056	1,672,019	103,037	94%
Charges for Services	4,665,843	4,312,852	4,512,104	4,242,998	269,106	94%
Fines and Forfeitures	113,100	96,039	111,000	97,463	13,537	88%
Interest and Rents	707,803	704,497	687,930	732,658	(44,728)	107%
Other Financing Sources	2,501,316	2,610,060	2,621,003	2,704,720	(83,717)	103%
Transfers In	941,830	1,037,573	2,883,246	2,851,698	31,548	99%
Use of Surplus	500,000	-	2,904,860	-	2,904,860	0%
<b>TOTAL REVENUES</b>	<b>38,000,571</b>	<b>37,656,469</b>	<b>42,355,994</b>	<b>40,634,637</b>	<b>1,721,357</b>	<b>96%</b>

**GRAND TRAVERSE COUNTY**  
**FISCAL YEAR 2017**  
**BUDGET TO ACTUAL EXPENDITURE REPORT (UNAUDITED)**  
**FOR THE PERIOD ENDING DECEMBER 31, 2017**

**GENERAL FUND**

% OF YEAR COMPLETE: 100.00%

DEPT #	DEPARTMENT NAME	FY16 AMENDED BUDGET	FY16 ACTIVITY AS OF 12/31/2016	FY17 AMENDED BUDGET	YTD ACTIVITY AS OF 12/31/2017	AVAILABLE BALANCE	% BUDGET USED	TOTAL GENERAL FUND BUDGET
<b>LEGISLATIVE</b>								
101	Board of Commissioners	367,459	366,581	255,800	234,177	21,623	92%	1%
	<b>SUBTOTAL</b>	367,459	366,581	255,800	234,177	21,623	92%	1%
<b>JUDICIAL</b>								
147	Jury Commission	46,897	39,106	46,260	41,262	4,998	89%	0%
148	Probate Court	734,213	732,513	738,000	700,737	37,263	95%	2%
149	Family Court-Juvenile Division	1,832,797	1,548,554	1,589,037	1,512,835	76,202	95%	4%
	<b>SUBTOTAL</b>	2,613,907	2,320,173	2,373,297	2,254,834	118,463	95%	6%
<b>GENERAL GOVERNMENT</b>								
155	ART Grant	55,019	20,366	101,626	60,310	41,316	59%	0%
172	Administrator/Controller	378,585	283,434	379,182	367,573	11,609	97%	1%
174	Brownfield Administration	189,206	186,269	164,104	143,974	20,130	88%	0%
191	Elections	96,307	90,138	66,648	46,037	20,611	69%	0%
201	Finance	525,882	438,389	494,975	492,009	2,966	99%	1%
215	County Clerk	893,280	872,467	905,502	899,956	5,546	99%	2%
225	Equalization	412,012	394,948	560,056	512,524	47,532	92%	1%
226	Human Resources	478,034	514,500	429,804	409,922	19,882	95%	1%
229	Prosecuting Attorney	1,649,717	1,610,889	1,697,427	1,632,753	64,674	96%	4%
230	Equalization/East Bay	161,968	152,952	162,603	157,097	5,506	97%	0%
236	Register of Deeds	461,258	332,538	360,602	347,983	12,619	97%	1%
242	County Surveyor	58,187	58,203	58,187	53,640	4,547	92%	0%
253	County Treasurer	393,035	382,077	408,144	394,493	13,651	97%	1%
257	Cooperative Extension	269,931	264,891	258,421	251,430	6,991	97%	1%
259	MSU Extension-Grant Funded	32,789	24,739	-	-	-	0%	0%
261	Building Authority-Rent	1,275,569	1,275,094	1,299,319	1,298,869	450	100%	3%
265	Facilities Management	1,102,179	860,888	792,143	652,406	139,737	82%	2%
275	Drain Commission	22,133	19,888	25,506	21,738	3,768	85%	0%
276	Soil Erosion & Sedimentation	174,097	198,635	186,395	178,982	7,413	96%	0%
280	Soil Conservation	37,500	37,500	27,500	27,500	-	100%	0%
400	Planning & Development	199,116	172,012	154,576	139,910	14,666	91%	0%
402	GIS	171,327	166,646	-	1,509	(1,509)	0%	0%
	<b>SUBTOTAL</b>	9,037,131	8,357,464	8,532,720	8,090,615	442,105	95%	20%
<b>PUBLIC SAFETY</b>								
307	Central Records	864,549	836,993	825,183	812,104	13,079	98%	2%
308	Central Dispatch	266,942	64,294	225,307	47,341	177,966	21%	1%
311	Sheriff-Special Investigation	201,130	193,660	132,194	104,191	28,003	79%	0%
312	Sheriff-County Investigation	1,101,194	1,059,329	1,117,033	1,100,479	16,554	99%	3%
314	Sheriff-County Patrol	5,760,262	5,651,825	5,910,388	5,837,998	72,390	99%	14%
315	Off Road Vehicle-GTSO	-	-	-	-	-	0%	0%
316	Secondary Road Patrol	110,851	100,742	109,789	103,979	5,810	95%	0%
325	Sheriff-Administration	617,989	589,248	650,979	641,966	9,013	99%	2%
327	Snowmobile Enforcement	11,819	11,136	19,769	14,235	5,534	72%	0%
331	Sheriff-Marine Law Enforcement	106,511	103,770	152,803	143,442	9,361	94%	0%
348	Medical Marijuana Grant 2016	35,025	21,958	27,235	27,038	197	99%	0%
351	Sheriff-Corrections	5,168,558	5,030,690	5,488,025	5,300,127	187,898	97%	13%
352	Corrections-Interim Services	40,000	35,834	60,000	47,923	12,077	80%	0%
435	Emergency Management	-	-	-	-	-	0%	0%
	<b>SUBTOTAL</b>	14,284,830	13,699,478	14,718,705	14,180,823	537,882	96%	35%
<b>HEALTH &amp; WELFARE</b>								
631	Substance Abuse	327,041	317,324	349,286	349,286	-	100%	1%
651	Ambulance	25,000	25,000	25,000	25,000	-	100%	0%
682	Veterans	502,951	481,115	-	-	-	0%	0%
	<b>SUBTOTAL</b>	854,992	823,439	374,286	374,286	-	100%	1%
<b>OTHER</b>								
865	Insurance & Bonds	335,000	132,200	677,860	737,737	(59,877)	109%	2%
890	Miscellaneous Contingencies	359,000	76,000	2,707	-	2,707	0%	0%
891	Appropriations to Non-Profit	682,200	682,200	682,200	682,200	-	100%	2%
894	Pension Stabilization Approp.	-	-	4,892,234	4,892,234	-	100%	0%
	<b>SUBTOTAL</b>	1,376,200	890,400	6,255,001	6,312,171	(57,170)	101%	15%

## GENERAL FUND

% OF YEAR COMPLETE: 100.00%

DEPT #	DEPARTMENT NAME	FY16 AMENDED BUDGET	FY16 ACTIVITY AS OF 12/31/2016	FY17 AMENDED BUDGET	YTD ACTIVITY AS OF 12/31/2017	AVAILABLE BALANCE	% BUDGET USED	TOTAL GENERAL FUND BUDGET
<b>TRANSFERS</b>								
965	Law Library Fund	-	-	-	-	-	0%	0%
968	Health Department Fund	1,269,000	1,064,000	1,269,000	1,474,000	(205,000)	116%	3%
970	Child Care Fund	875,000	776,263	698,602	578,220	120,382	83%	2%
971	Department of Human Services	49,365	49,365	33,365	32,500	865	97%	0%
974	Parks & Recreation Fund	290,302	275,632	350,664	350,664	-	100%	1%
975	Friend of the Court Fund	378,490	283,868	384,813	213,610	171,203	56%	1%
978	County Facilities Fund	1,622,650	1,216,988	1,662,623	1,662,623	-	100%	4%
979	CIP Fund	450,000	337,500	876,270	876,270	-	100%	2%
982	Circuit Court Fund	1,568,524	1,398,199	1,581,805	1,477,503	104,302	93%	4%
983	District Court Fund	2,914,640	2,931,870	2,988,532	2,941,485	47,047	98%	7%
986	Community Corrections Fund	48,081	36,061	-	-	-	0%	0%
	SUBTOTAL	9,466,052	8,369,745	9,845,674	9,606,875	238,799	98%	23%
<b>GENERAL FUND TOTAL APPROPRIATIONS</b>		<b>38,000,571</b>	<b>34,827,280</b>	<b>42,355,483</b>	<b>41,053,781</b>	<b>1,301,702</b>	<b>97%</b>	
GENERAL FUND REVENUES		38,000,571	37,656,469	42,355,994	40,634,637	1,721,357	96%	
Authorized Use of Surplus		(500,000)	-	(2,904,860)	(419,144)			
<b>PROJECTED SURPLUS (DEFICIT)</b>		<b>-</b>	<b>2,829,189</b>	<b>511</b>	<b>(419,144)</b>			
BEGINNING FUND BALANCE		9,516,512	9,516,512	12,345,701	12,345,701			
ENDING FUND BALANCE*		9,016,512	12,345,701	9,441,352	11,926,557			

\* Total fund balance includes both restricted and unrestricted amounts



## RESOLUTION

XX-2018

### Expression of Gratitude to the Grand Traverse Band of Ottawa and Chippewa Indians for its continued support of the removal of Boardman and Sabin Dams and the Restoration of the Boardman River

WHEREAS, the Grand Traverse Band of Ottawa and Chippewa Indians (“G.T.B.”) have supported Grand Traverse County’s efforts to remove Boardman and Sabin Dams, as well as restore the Boardman River to its natural state; and

WHEREAS, G.T.B. supports the dams removal and river restoration project by being an active member of the Boardman Dams Removal Implementation Team (“I.T.”) since the I.T. was formed in 2006; and

WHEREAS, G.T.B.’s support of the removal/restoration project also included provided funds to the Army Corp of Engineers to pre-pay expenses associated with the removal of Boardman and Sabin Dams, specifically, by providing \$1 million in funds related to the removal of Boardman Dam, and \$2.114 million in funds related to the planned removal of Sabin Dam

WHEREAS, in addition, and in connection with the funding of the Sabin Dam removal, G.T.B. executed a Project Partnership Agreement with the Army Corps of Engineers whereby G.T.B. agreed to be the non-federal sponsor of the project; and

WHEREAS, G.T.B.’s support of the project means that Grand Traverse County has not spent any significant funds from its general fund for the removal of both dams; and

WHEREAS, without G.T.B.’s support, the completion of the removal/restoration project may have faced uncertainty; and

WHEREAS, the Grand Traverse County Board of Commissioners desires to adopt this resolution as way to express its appreciation to G.T.B. for being an important community partner in this project, and thank G.T.B. for its continued support of the removal of the Dams and restoration of the Boardman River.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT the Grand Traverse County Board of Commissioners, by adopting this resolution, officially expresses gratitude to the Grand Traverse Band of Ottawa and Chippewa Indians for its support and contribution to the removal of Boardman and Sabin Dams and the restoration of the Boardman River, such support and contribution includes, its financial contribution of over \$3 million to the removal of Boardman Dam and planned removal of Sabin Dam, executing the Project Partnership Agreement with the Army Corps of Engineers and agreeing to be the non-federal sponsor of the removal/restoration project.

BE IT FURTHER RESOLVED, a copy of this resolution will be presented to the Grand Traverse Band of Ottawa and Chippewa Indians Tribal Council at an upcoming Council meeting.

Approved: April 4, 2018

RESOLUTION

**XX-2018**

**Supporting the Sale of Whitewater Township Property to the DNR**

WHEREAS, the Grand Traverse County Board of Commissioners approved the sale of a piece of property in Whitewater Township in June of 2017 to the Grand Traverse Regional Land Conservancy; and,

WHEREAS, at the time the property was listed, the Department of Natural Resources combined efforts with the Land Conservancy, to acquire this parcel in order to keep it in public ownership as the parcel is critical piece to existing and potential recreation corridors; and,

WHEREAS, the Land Conservancy possessed the expertise in managing the property and ability to acquire it when the property became available, with the intent to transfer it to the State of Michigan as soon as the Department of Natural Resources was in a position to take title; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County supports this transfer of their previously owned Whitewater township property, from the GT Regional Land Conservancy to the State of Michigan's Department of Natural Resources.

APPROVED: April 4, 2018



## RESOLUTION

**116-2014**

### **AMENDMENT TO RESOLUTION 104-2014 TO CREATE A CRIMINAL JUSTICE COORDINATING COMMITTEE**

- WHEREAS, the Grand Traverse County Board of Commissioners is considering various options for improving the County's jail and criminal justice system; and
- WHEREAS, the Grand Traverse County Sheriff submitted a request for a Jail and Justice Assessment to the National Institute of Corrections Jails Division (NICJD); and
- WHEREAS, after meeting with various County officials, visiting the jail, and conducting a workshop/community meeting, NICJD made several recommendations related to Grand Traverse County's jail and criminal justice system, which are summarized in a report dated June 30<sup>th</sup>, and prepared by NICJD; and
- WHEREAS, one recommendation made by NICJD in the report is the creation of a criminal justice coordinating committee composed of local elected and appointed officials, and that is given the responsibility to develop a comprehensive strategy for policy evaluation and implementation;
- WHEREAS, the County Board of Commissioners is given the authority to create this committee pursuant to Section 11 of the County Board of Commissioners, MCL 46.11.

NOW, THEREFORE BE IT RESOLVED, that the Grand Traverse County Board of Commissioners create a criminal justice coordinating committee pursuant to the recommendation of the NICJD as stated in its report dated June 30, 2014; and

BE IT FURTHER RESOLVED, that the committee shall be comprised of the following ten members: one Circuit Court Judge, one District Court Judge, the County Prosecuting Attorney, a local criminal defense attorney who handles court appointed criminal cases, the County Sheriff, the County Administrator/Controller, the County Jail Administrator, a member of the Traverse City Commission, a member of the County Board of Commissioners, and a citizen of Grand Traverse County; and

BE IT FURTHER RESOLVED, that the committee shall collect and analyze data related to the County jail and criminal justice system, which shall be used in future planning efforts and form the basis for any recommendations; and

BE IT FURTHER RESOLVED, that the committee shall be directly involved in developing a criminal justice needs assessment and master plan, and make recommendations to appropriate local officials for action and implementation related to improving the jail and the criminal justice system.

BE IT FURTHER RESOLVED THAT on September 10<sup>th</sup>, this board agreed to add a representative from Community Mental Health to this committee to assist in addressing that portion of the population in the Criminal Justice System.

This resolution replaces #104-2014, dated August 27, 2014, which is being rescinded in its entirety.

APPROVED: September 24, 2014



## Action Request

Meeting Date:	April 4, 2014		
Department:		Submitted By:	
Contact E-Mail:		Contact Telephone:	
Agenda Item Title:	Recommendation from Animal Control Ad Hoc Committee		
Estimated Time:		Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No
	(in minutes)		

### Summary of Request:

The Animal Control Ad Hoc Committee met on March 28, 2018, and received updates on the current status of the Animal Control Department since the Board's approval of the funding level of the department on January 17, 2018.

A new Animal Control Officer was hired and the new Supervisor hired will begin on April 9th. Plans for office space at the Public Services Building are underway and estimates were provided for updating the shelter building. An update on License Fees was also provided and is estimated to be \$112,000. The amended budget is \$280,000-\$300,000.

Discussion continued regarding placing a millage request on the August, 2018 ballot and using 2017 numbers, .037 mill would generate approximately \$170,000 annually.

A recommendation was made to put the Animal Control millage on the ballot in August 2018.

### Suggested Motion:

Motion to approved placing a request for millage for Animal Control on the ballot in August of 2018.

### Financial Information:

Total Cost:		General Fund Cost:		Included in budget:	<input 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:

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

### Attachments:

Attachment Titles:



## Action Request

Meeting Date:	April 4, 2018		
Department:		Submitted By:	COA Ad Hoc
Contact E-Mail:		Contact Telephone:	
Agenda Item Title:	Recommendation for the Commission on Aging Advisory Committee Membership		
Estimated Time:		Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

### Summary of Request:

The Ad Hoc Committee assigned the task of making recommendations for membership on Commission on Aging Advisory Committee consisted of Commissioners Gore Follette, Mair and Johnson.

This Committee met on March 14th and March 28 and interviewed a total of 13 applicants to fill the 4 Citizen positions on the Commission on Aging Advisory Board.

Initial terms are being staggered and the following recommendations are made: Ross Childs (1-year), Hettie Molvang (2-years) and Jan Camille Bailey and Jim Carruthers (3-years).

The recommendation of the Director for representation of 1) a COA Client is Doris Beery and 2) a COA Employee is Jill Case.

Please confirm appointment of a member of the Board of Commissioners as well.

### Suggested Motion:

Approve the following appointments to the Commission on Aging Advisory Committee: Ross Childs (1-year), Hettie Molvang (2-years) and Jan Camille Bailey and Jim Carruthers (3-years).

Also approve the appointment of Doris Beery as COA Client, and Jill Case as COA Employee.

### Financial Information:

Total Cost:		General Fund Cost:		Included in budget:	<input 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:			
<b>Reviews:</b>	Signature	Date	
Finance Director			
Human Resources Director			
Civil Counsel			
<b>Administration:</b>	<input type="checkbox"/> Recommended	Date:	
Miscellaneous:			

### Attachments:

Attachment Titles: