

GRAND TRAVERSE COUNTY BOARD OF COMMISSIONERS

Wednesday, September 4, 2019 @ 8:00 a.m.

Governmental Center, 2nd Floor Commission Chambers

400 Boardman, Traverse City, MI 49684

General Meeting Policies:

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

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

CALL TO ORDER:

1. OPENING CEREMONIES, EXERCISES, OR INVOCATION

(If the opening ceremonies include an invocation, the invocation should precede all other ceremonies, such as the singing of the National Anthem or Pledge of Allegiance, and shall be done in accordance with an invocation policy as adopted by the Board of Commissioners.)

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 August 21, 2019 (Regular Meeting) 3
- b. Minutes of August 28, 2019 (Study Session)..... 8

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 provisions 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, allow an additional opportunity or time to speak if determined germane and necessary to the discussion.

Public comment will be solicited during the two public comment periods noted in Rule 5.4, Order of Business. However, public comment may be received during the meeting when a specific agenda topic is scheduled for discussion by the Board. Prior to the first public comment, the Chairperson will indicate the topics on the agenda for which public comment will be accepted. Members of the public wishing to comment should raise their hand or pass a note to the clerk in order to be recognized, and shall not address the board until called upon by the chairperson. Please be respectful and refrain from personal or political attacks.

5. APPROVAL OF AGENDA

6. CONSENT CALENDAR:

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

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

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

a.	Receive:	
	1)	Traverse Area District Library Special Minutes of June 5, 2019 9
	2)	Traverse Area District Library Special Minutes of June 11, 2019 12
	3)	Traverse Area District Library Regular Minutes of June 20, 2019..... 14
	4)	Northwest Michigan Community Action Agency Minutes of June 20, 2019 18
	5)	Traverse Area District Library Regular Minutes of July 18, 2019 23
	6)	Airport Governance Advisory Committee Minutes of July 30, 2019..... 27
	7)	Northwest Region Airport Commission Minutes of July 30, 2019 28
b.	Approvals:	
	1)	Central Dispatch - Staffing Plan Amendment (Cost Neutral) 32
	2)	FY2019 Budget Amendments 36
	3)	Commission on Aging - Point of Service Contract Renewal with Northern Lakes CMH . 43
	4)	Commission on Aging - Snow Removal Contracts - Winter 2019-2020..... 70
	5)	Facilities – Hall of Justice Boiler Installation..... 96
c.	Action:	
7.	SPECIAL ORDERS OF BUSINESS:	
	a.	MERS – Tony Radjenovich will answer questions regarding the MERS Annual Actuarial Valuation Report presented on August 7th
8.	ITEMS REMOVED FROM CONSENT CALENDAR	
9.	DEPARTMENTAL ITEMS:	
	a.	Equalization:
		1) GIS Upgrades 98
	b.	Veterans Affairs:
		1) Veterans Millage Request 130
	c.	Drain Commissioner:
		1) Duck Lake & Silver Lake Special Assessment Districts 134
		2) Revised Deficit Elimination Plan – Drain Commissioner 139
	d.	Facilities Management:
		1) Mold Update (verbal) – Hall of Justice
10.	UNFINISHED BUSINESS:	
11.	NEW BUSINESS:	
12.	SECOND PUBLIC COMMENT (Refer to Rules under Public Comment/Input above.)	
13.	COMMISSIONER/DEPARTMENT REPORTS:	
14.	NOTICES:	
15.	CLOSED SESSION:	
	Labor Counsel, Matt Nordfjord will be in attendance and a closed session will be necessary for the purpose of discussing strategy and negotiation connected with the negotiation of a collective bargaining agreement as permitted under MCL 15.268(c) as well as to consider a written attorney-client privileged legal opinion as permitted under MCL 15.268(h).	
16.	ADJOURNMENT	

GRAND TRAVERSE COUNTY
BOARD OF COMMISSIONERS

Regular Meeting
August 21, 2019

Chairman Hentschel called the meeting to order at 8:02 a.m. at the Governmental Center.

OPENING CEREMONIES, EXERCISES OR INVOCATION

An invocation was given by Adam Ray, Harvest Bible Chapel, which was followed by the Pledge of Allegiance to the Flag of the United States of America.

PRESENT: Addison Wheelock, Jr., Gordie LaPointe, Brad Jewett, Bryce Hundley, Betsy Coffia, Ron Clous, and Rob Hentschel

APPROVAL OF MINUTES

Minutes of August 7, 2019 Regular Meeting

Moved by Hundley, seconded by Jewett to approve the minutes listed above. Motion carried.

PUBLIC COMMENT

The following people addressed the Commissioners during Public Comment:

**Matt Schoech
Tom Peters
Lynn VanNess
Bill Williston
Stan Verheul
Linda Koebert
Brenda Earl
Beth Price
Kate Dahlstrom
Kelly Thayer
Emily Magner
Rick Brown
Kate Madigan
Margaret Pierson
Roberta Meserve
Rolinda Lamay
Jackie Anderson
Gretchen Iorio
Cynthia Minor
June Thaden**

**Jeff Smith
Barry Lishawa
Dave Durbin
Carol Shuckra
Karen Comella
Marty Alvarez
Ted Iorio
Christina Riddle
John McDonald
Chelsea Cooper
Amy Yee
Ann Rogers
Barb Willing
Susan Wheaton
Anna Norris

Betsy Coffia
Bob Mannes
Holly Bird
Barb S.**

**Bill Latka
Katie May
Allen McCullough
Jane Wild
Andy Marek
Mary Jean McLin
Dave Petrove
Jade Prange
Joanne Robb
Ellen Fivenson
Dave Nichols
Harold Lassers
Kellyn Hundley
Laura DeGabriele
Allison Costello
Sylvia McCullough
Katie Grier
Tom Mair**

**** Commissioners took a break at 9:37 a.m.

**** Commissioners returned to regular session at 9:51 a.m.

APPROVAL OF AGENDA

Moved by Hundley, seconded by Coffia to remove item 10a (Resolution in Support of Line 5 Tunnel) and item 6b-7(2020 Census Resolution) and approve the agenda as amended.

Roll Call Vote: Yes 1 No 6

Nays: Wheelock, LaPointe, Jewett, Hundley, Clous and Hentschel

Motion failed.

Moved by Wheelock, seconded by Jewett to move item 10a (Resolution in Support of Line 5 Tunnel) to Special Orders of Business and approve the agenda as amended.

Motion carried.

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 its entirety at

www.grandtraverse.org

A. RECEIVE AND FILE

- 1. July 2019 Report from the GT Conservation District

B. APPROVALS

- 1. Resolution 113-2019
Circuit Court – Family Division
Child Care Fund Budget
Grand Traverse County 2019-2020
- 2. Resolution 114-2019
Finance Department
July 2019 Claims
- 3. Resolution 115-2019
Finance Department
FY2019 Budget Amendments
- 4. Support of Application for Grant for Civic Center Master Planning – *removed from calendar*
- 5. Resolution 116-2019
Information Technology
Maintenance Renewal of the VMware Server Infrastructure

- 6. Resolution 117-2019
Information Technology
Microsoft Windows Server & SQL Licenses

- 7. 2020 Census Resolution – *removed from calendar*

ACTION ON THE CONSENT CALENDAR

After the Chief Deputy County Clerk read the Consent Calendar for the record, the following items were removed:

b-4	Page 53	By Dave Petrove
b-7	Page 61	By Wheelock

Moved by Wheelock, seconded by Hundley to approve the Consent Calendar minus items b-4 and b-7.

Roll Call Vote: Yes 7 No 0

SPECIAL ORDERS OF BUSINESS

10a Resolution in Support Line 5 Tunnel

Commissioners discussed the proposed resolution in Support of Line 5 Tunnel.

Resolution 118-2019
Grand Traverse County Resolution in
Support of Line 5 Tunnel

Moved by Jewett, seconded by Clous to approve Resolution 118-2019.

Roll Call Vote: Yes 4 No 3

Nays: Wheelock, Hundley, and Coffia

ITEMS REMOVED FROM CONSENT CALENDAR

Support of Application for Grant for Civic Center Master Planning

Kristine Erikson, Parks and Recreation Director, reviewed request for support and answered Commissioners' questions.

Resolution 119-2019
Support of Application for Grant for
Civic Center Master Planning

Moved by Wheelock, seconded by Coffia to approve Resolution 119-2019.

Motion Carried

2020 Census Resolution

Moved by Jewett, seconded by Hentschel to approve the 2020 Census Resolution with the correction of the approval date to August 21, 2019.

Roll Call Vote: Yes 3 No 4

Nays: Wheelock, LaPointe, Hundley, and Coffia

Motion Failed

DEPARTMENT ACTION ITEMS

a. Finance

- 1) Preliminary Review of Underfunded Status and Notice of Deficiencies
Dean Bott, Finance Director, reviewed the State of Michigan’s Preliminary Review of Underfunded Status and Notice of Deficiencies, the County’s response and answered Commissioners’ questions.

Resolution 120-2019
Finance
Application of Waiver

Moved by Wheelock, seconded by Jewett to approve Resolution 120-2019.
Motion Carried

Commissioners took a break at 11:43 a.m.

Commissioners returned to regular session at 11:47 a.m.

- 2) Refunding GTC Building Authority Series 2012 Bonds
Dean Bott, Finance Director, reviewed the request for Refunding Grand Traverse County Building Authority Series 2012 Bonds and answered Commissioners’ questions.

Resolution 121-2019
Building Authority

Resolution Authorizing Refunding of the Grand Traverse County Building Authority, Building Authority Bonds, Series 2012 and Approving the Undertaking to Provide Continuing Disclosure

Moved by Wheelock, seconded by Coffia to approve Resolution 121-2019.
Motion carried.

UNFINISHED BUSINESS

a. Resolution in Support of Line 5 Tunnel (Jewett) – moved to Special Orders of Business

b. Drain Commissioner Opinion regarding Office

Nate Alger, County Administrator, presented an opinion regarding the Office of the Drain Commissioner from December 2011.

c. Welding and Fabrications Bids

Resolution 122-2019
Welding and Fabrication
Non-Exclusive Agreements

Moved by Hentschel, seconded by Jewett to approve Resolution 122-2019, with the addition of: contract term expiration of December 31, 2020 and no facilities or employees of the County will be used to complete the contract.

Roll Call Vote: Yes 6, Abstain 1
Abstain: Wheelock

NEW BUSINESS

None

PUBLIC COMMENT

None

NOTICES

August 28, 2019 Study Session – Economic Development Corporation and TIF 97

September 4 – Regular Meeting – MERS Presentation

September 11 – Ethics Ad Hoc Committee @ 9:00 a.m.

CLOSED SESSION

None

Meeting adjourned at 12:03 p.m.

Sarah B. Lutz, Chief Deputy County Clerk

Rob Hentschel, Chairman

APPROVED: _____
(Date) (Initials)

GRAND TRAVERSE COUNTY
BOARD OF COMMISSIONERS

Study Session
August 28, 2019

Chairman Hentschel called the meeting to order at 8:02 a.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: Gordie LaPointe, Brad Jewett, Bryce Hundley, Ron Clous, and Rob Hentschel

EXCUSED: Betsy Coffia and Addison Wheelock, Jr.

PUBLIC COMMENT

None

TRAVERSE CONNECT –LOCAL DEMOGRAPHIC TRENDS AND REGIONAL
ECONOMIC DEVELOPMENT

Warren Call, President & CEO of Traverse CONNECT, gave a presentation on local demographic trends and regional economic development and answered Commissioners' questions.

Commissioners took a break at 9:00 a.m.
Commissioners returned to regular session at 9:13 a.m.

TRAVERSE CITY DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

Jean Derenzy, DDA CEO, gave a presentation on the DDA Tax Increment Financing (TIF) plans and answered Commissioners' questions.

PUBLIC COMMENT

Scott Hardy
Penny Hill
Thomas Bensley

ADJOURNMENT

Meeting adjourned at 10:32 a.m.

Bonnie Scheele County Clerk

Rob Hentschel, Chairman

APPROVED: _____
(Date) (Initials)



TRAVERSE AREA DISTRICT
LIBRARY

Board of Trustees Special Meeting
MINUTES (approved)
Wednesday, June 5, 2019 at 5:00pm
McGuire Community Room
610 Woodmere Ave., Traverse City, MI 49686

1. **Call to Order**

The meeting was called to order by President Gersch at 5:00pm. Present were: Gersch (President); Vickery (Vice-President); Gillman (Treasurer); Jones (Secretary); Odgers, Mathewson, and Sullivan (Trustees). Also present were Adams (Counsel) and Carpenter (Staff).

2. **Pledge of Allegiance**

All members in attendance stood and recited the Pledge of Allegiance to the Flag of the United States of America.

3. **Approval of agenda**

It was MOVED by Gillman, SUPPORTED by Jones, to approve the agenda as presented. Motion CARRIED.

Jones explained that Ryan Deery, Leah Dodd, and Michele Howard's director interview results would be discussed in an open dialog format among the trustees and that the board may make a motion to offer a job to one of the candidates at the conclusion of the meeting. He then asked Adams (Counsel) to provide some guidance for the discussion.

Adams noted that she had reviewed all 16 interview questions asked of the candidates and that the board should discuss the results within the confines of the information that was brought out in the interviews and responses to those questions asked at the May 31 special board meeting. The board was also advised to refrain from any discussion that would approach a protected class. With respect to choosing a candidate, Adams noted that if a candidate was chosen the offer would be subject to the successful resolution of applicable background and reference checks. Jones emphasized that if a candidate was selected at the conclusion of the meeting that it would only be to offer the position to the candidate and that the board would then work with legal counsel for negotiation of any contract terms.

4. **Public Comment**

President Gersch opened the floor for public comment. There was none.

5. **Discussion of Director Interview Results and Possible Selection of a Candidate**

Jones called on each trustee individually, with Sullivan being first, to make a contribution to the discussion. Sullivan noted that as the newest trustee she was privileged to be a part of the interview process, however was not privy to any of the applicants prior to the final selection of interviewees. With two of the three candidates standing out with enthusiasm for TADL, and each being strong candidates, Sullivan recommended Howard.

Jones then called upon Odgers. Odgers thanked all the applicants, in particular the three interviewees, noting her appreciation for the questions the candidates asked of the board. She thanked the Personnel Committee, the Kent District Library Consulting team, the TADL employees, and the community for their input and interest in the Director search. Odgers said she was impressed with particular answers from each of the candidates, and in helping her make a decision, she looked at published qualities of

winning libraries and librarians of the past years as examples. Overall Odgers felt that Howard was the strongest candidate.

Mathewson noted that all three candidates were impressive, that it was a tough choice, and that there was no bad choice among the three. She echoed sentiments of Sullivan and Odgers and felt that Howard's vibrant energy was a game changer thus would support a decision for Howard.

Vickery thanked all those involved in making the process work well and gave special thanks to all the candidates who put in considerable time and effort, and who were well prepared which spoke highly of them. Vickery was looking for the candidate most up to the challenge of looking at what TADL has been doing, how they would maintain TADL's high level of service and cultural services, their plan to build and cultivate collaborations and their commitment to moving forward, among several other attributes. After the final analysis Vickery expressed support for Howard first, but would also support Deery, as both were immensely qualified.

President Gersch echoed the previous sentiments and noted that her decision was not taken lightly. After careful thought, Howard and Deery rose to the top, and of the two, she chose to support Howard as the candidate to move TADL into the future. Gersch thanked the Personnel Committee for their role in the process of hiring a new Director.

Jones then highlighted the difficulty in making a choice as eleven outstanding candidates were reviewed with three being chosen for interviews. He felt that the final interview underlined his first choice to support Deery because of the passion Deery had communicated among other factors, but he was happy to support Howard as well.

Lastly Jones called upon Gillman. Gillman noted several thoughts: he felt that Dodd was his first choice on paper as she clearly has experience directing a Class 6 library like TADL; he felt that Deery pulled ahead in the live interview; and he sensed the board's lean toward Howard throughout the discussion. He then drew cautionary attention to some of the pros and cons of hiring from inside and hiring from outside. Gillman raised internal candidate considerations such as knowledge of the system, lower cost potential, subordinate level conflicts, co-worker bias, and opportunity for employees to move up within the library, etc. He noted outside candidate considerations such as adding diversity, fresh ideas under new eyes, experienced directorship/leadership, no friendship bias, ability to discover institutional blind spots, potential mistrust by employees, and longer learning curve at a higher cost, etc. Despite the range of considerations, Gillman recognized all three candidates were qualified for the position.

Vickery responded with appreciation for Gillman's descriptiveness and highlight of such important considerations. He added that there is also a social side and a technical side to consider as well. Discussion with respect to the considerations ensued.

It was **MOVED** by Odgers, **SUPPORTED** by Mathewson, to offer the position of Director of the Traverse Area District Library to Michele Howard subject to the conditions outlined by Counsel. A roll call vote was taken with the following results:

Odgers – aye	Mathewson – aye
Sullivan – aye	Vickery – aye
Gersch – aye	Jones – aye
Gillman – aye	

Motion **CARRIED**.

Jones noted that contract terms of employment would be discussed in an open meeting format on Tuesday, June 11, 2019. A background check will also follow. With the help of Counsel, an offer letter will be drafted contingent upon board approval at the next regular meeting on June 20, 2019.

President Gersch will follow through with letters to the candidates not receiving the offer for the position.

6. **Public Comment**

President Gersch opened the floor for public comment. There was none.

7. **Adjournment**

With the interviews completed and a motion by Gillman, President Gersch adjourned the meeting at 5:30pm.

Respectfully submitted,



V. Carpenter, Recording Secretary

Approved by board vote on June 20, 2019,



J. Jones, Board Secretary



Board of Trustees Special Meeting
MINUTES - approved
Wednesday, June 11, 2019 at 5:00pm
Thirlby Room
610 Woodmere Ave., Traverse City, MI 49686

1. Call to Order

The meeting was called to order by President Gersch at 5:00 pm. Present were: Gersch (President); Vickery (Vice-President); Gillman (Treasurer); Jones (Secretary); Odgers (via phone), Mathewson, and Sullivan (Trustees). Also present were Zeits and Adams (Counsel); Radjenovich (Business Manager)

2. Pledge of Allegiance

Due to the lack of a flag, this was passed on.

3. Approval of agenda

It was MOVED by Gillman, SUPPORTED by Sullivan, to approve the agenda as presented. Motion CARRIED.

4. Public Comment

President Gersch opened the floor for public comment. Michele Howard, of Grand Traverse County and TADL Director Select and employee, thanked the board for selecting her for the position of director. She questioned whether the board had received her email and whether she should stay for the discussion. Gillman suggested that a more candid discussion could take place by the board if she were not present.

5. Discussion of New Library Director Contract Terms of Employment

Jones thanked Gillman for sending out information on salary spreads for director positions. Adams mentioned that Jones had asked about an employment agreement. Adams passed out a sample of an agreement for the board to review. She then reviewed the agreement with the board and answered questions in regards to length of term of the contract, start date, PTO and benefits, and non-disclosure obligations.

It was MOVED by Gillman, SUPPORTED by Mathewson, to accept the employment agreement presented by counsel with the exception of changing the PTO to align with what was received by the current director when she took office, and to add a start date. Discussion continued with a question by Odgers as to whether this contract takes away the "at will" status. Adams confirmed this. Discussion ensued as to whether Provision 3 was sufficient to cover Howard's duties as a member of the City Commission. Vickery expressed concern over Howard's position as a member of the Commission and that it was impossible to separate responsibilities. After discussion, it was decided that Adams would include a separate Conflict of Interest paragraph. Gillman MOVED to amend his motion to include a change concerning Conflict of Interest, however support for the motion was not made and the motion was lost. Zeits noted that she didn't think it was a clear case of incompatibility. She will research further and also talk to the City attorney.

After more discussion, Gillman MOVED to amend his original motion, SUPPORTED by Mathewson, to approve the use of the employment agreement with appropriate modifications in regards to PTO,

Conflict of Interest, and to include a start date of October 1, 2019 for two years. A roll call vote was taken with the following results:

Jones – aye	Sullivan – aye	Gillman - aye
Mathewson – aye	Gersch – aye	
Odgers – aye	Vickery - aye	

Motion CARRIED with 7 aye.

Gillman provided information to support a suggested salary amount. Following discussion, it was MOVED by Sullivan, SUPPORTED by President Gersch, to offer \$84,500 commencing on October 1, 2019, and to include a pay increase of \$2000 per month for August and September while Howard transitions into the director position. A roll call vote was taken with the following results:

Jones – aye	Sullivan – aye	Gillman – aye
Mathewson – aye	Gersch – aye	
Odgers – aye	Vickery – aye	

Motion CARRIED with 7 aye.

6. Possible Closed Session for Consideration of Written, Attorney-client Communication Regarding Employment Matter

At 6:10pm it was MOVED by Gillman, SUPPORTED by Jones, to enter into closed session to consider written, attorney-client communication regarding an employment matter. A roll call vote was taken with the following results:

Jones – aye	Sullivan – aye	Gillman – aye
Mathewson – aye	Gersch – aye	
Odgers – aye	Vickery – aye	

Motion CARRIED with 7 aye.

Open session resumed at 6:20pm. It was MOVED by Gillman, SUPPORTED by Jones, to accept the recommendations of counsel in regards to the written, attorney-client communication regarding an employment matter. A roll call vote was taken with the following results:

Jones – aye	Sullivan – aye	Gillman – aye
Mathewson – aye	Gersch – aye	
Odgers – aye	Vickery – aye	

Motion CARRIED with 7 aye.

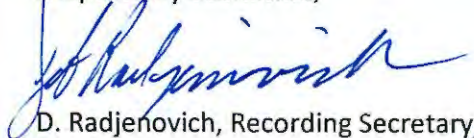
7. Public Comment

President Gersch opened the floor for public comment. Katheryn Carrier, Grand Traverse County resident and TADL employee spoke on her observations: in regards to a conflict of interest for Howard being on the City Commission, Carrier did not see any difference between that and Trustee Gillman sitting on the Road Commission board and the TADL board; in regards to the comment concerning another director being willing to take a pay cut to take the position, she noted that a previous director had asked the board for a pay increase after accepting the position. Carrier also stated that she is looking forward to working for Howard.

8. Adjournment

With a motion by Gillman and with no further business to discuss, President Gersch adjourned the meeting at 6:25pm.

Respectfully submitted,


D. Radjenovich, Recording Secretary

Approved by board vote on June 20, 2019,


J. Jones, Board Secretary



TRAVERSE AREA DISTRICT
LIBRARY

Board of Trustees Regular Meeting
MINUTES (approved)
Thursday, June 20, 2019 at 5:00pm
Fife Lake Public Library
77 Lakecrest Ln., Traverse City, MI 49633

1. Call to Order

The meeting was called to order by ~~Vice~~ President Gersch at 5:00pm. Present were: Gersch (President); Vickery (Vice President); Gillman (Treasurer); Jones (Secretary); Mathewson, Sullivan, and Odgers (Trustees). Also present were: Zeits and Adams (Counsel); Juett (Director); Radjenovich (Business Manager) and Carpenter (Staff).

2. Pledge of Allegiance

All members in attendance stood and recited the Pledge of Allegiance to the Flag of the United States of America.

3. Approval of agenda

Juett requested an amendment of the agenda to include under Old Business, item c, Construction Contract Amendment. It was MOVED by Gillman, SUPPORTED by Mathewson, to approve the amended agenda as presented. Motion CARRIED.

4. Public Comment

~~Vice~~ President Gersch opened the floor for public comment. There was none.

5. Approval of Minutes

a. *Regular Meeting of May 16, 2019*

It was MOVED by Gillman, SUPPORTED by Mathewson, to approve the regular meeting minutes of May 16, 2019 as presented. Motion CARRIED.

b. *Closed Session Minutes of May 16, 2019*

It was MOVED by Vickery, SUPPORTED by Jones, to approve the closed session minutes of May 16, 2019 as presented. Motion CARRIED.

c. *Special Meeting Minutes of May 31, 2019*

Two corrections were noted by Odgers: item 3, motion was made by Odgers, not Sullivan; and item 5a, Odgers conducted the interview with Deery, not Sullivan. It was MOVED by Gillman, SUPPORTED by Odgers, to approve the corrected special meeting minutes of May 31, 2019 as presented. Motion CARRIED.

d. *Special Meeting Minutes of June 5, 2019*

It was MOVED by Mathewson, SUPPORTED by Odgers, to approve the special meeting minutes of June 5, 2019 as presented. Motion CARRIED.

e. *Special Meeting Minutes of June 11, 2019*

It was MOVED by Mathewson, SUPPORTED by Sullivan, to approve the special meeting minutes of June 11, 2019 as presented. Motion CARRIED.

f. *Closed Session Minutes of June 11, 2019*

It was MOVED by Gillman, SUPPORTED by Vickery, to approve the closed session minutes of June 11, 2019 as presented. Motion CARRIED.

6. Reports and Communications

a. *Director Report*

Juett confirmed her written report and added the following:

(approved)
Page 1 of 4

- There is an upward trend in circulation statistics following a downward trend over the last year.
- Summer Reading Program (SRC) registrations are super successful. There are currently 3114 people registered in the district and registration is still open. SRC 2018 concluded with a total of 3575 participants.
- The amateur radio contact with the International Space Station is scheduled for Friday June 28th at 10:02am. Special programming starts at 9:30am. Children will be asking the astronauts questions and the media will be present as well.
- The Downtown Development Authority (DDA) is getting ready to vote on expanding their border to 8th street and onto Woodmere. The DDA does not anticipate a tax capture, but Juett will be monitoring that and TADL will opt out if necessary.

President Gersch noted that Administrative Reports were included in the board packet. There were no additions to those reports.

b. *Financial Report*

Radjenovich confirmed the ^{May} January 2019 reports and added the following highlights:

- Revenues – One half of the expected State Aid payment has been received. Penal fines are usually received around the end of July; an estimated amount budgeted from the downward trend in penal fine receivables over the past few years. A sincere thank you goes to the Friends of TADL for providing new tables and chairs for the public meeting room.
- Expenses – At roughly 42% through the year expenses are at 45% due to a few items paid out early in the year such as the contractual member library payments, but are on budget. Payroll is higher this May over last May due to three pay periods in the month.

Radjenovich noted that overall the finances are in good shape and on budget.

c. *Member Library Reports*

Julie Kintner, Director of Fife Lake Public Library (FLPL), welcomed the TADL board. Summer Reading Club has been huge this year. Kintner thanked Bill Rockwood, TADL's web designer for help with some re-designing that has brought more attention to FLPL's information. Kintner was interviewed for an article on Fife Lake's business gems, and felt honored to be among the businesses featured.

A written report from Vicki Shurly, Director of Peninsula Community Library, was included in the board packet.

d. *Committee Reports*

President Gersch noted that the Facilities and Services, Personnel, and Policy Committees had not met.

- Finance Committee – Gillman reported that the committee had met and reviewed the 2018 financial audit, an item later on the agenda. The committee also discussed fine forgiveness with respect to the memorandum of understanding with TCAPS for library cards for every student and was in favor of moving forward in that manner.

e. *Other Reports and Communications*

- Friends' Report – Doug Weaver, TADL Friends Board President
Weaver provided the board with a collaboration plan summation with the National Writers Series. The Friends of TADL (FTADL) hope to increase awareness of the FTADL and to substantially increase their membership as a result of the collaboration. Weaver emphasized that the plan complies with the memo of understanding between TADL and FTADL, and it will directly benefit the library. The FTADL will be using a software program to help manage memberships. Marlyn Lawrence will be leading an initiative to bring the district Friends groups together.

7. Old Business

a. 4.1 Behavior Policy

Juett noted that the behavior policy presented reflects the changes discussed at last month's board meeting along with one additional item addressing patrons refusing to leave the library at close. It was **MOVED** by Vickery, **SUPPORTED** by Gillman, to approve 4.1 Behavior Policy as presented. A roll call vote was taken with the following results:

Odgers – aye	Mathewson – aye	Sullivan – aye
Vickery – aye	Gersch – aye	Gillman – aye
Jones – aye		

b. JML Contract

Juett noted that the board had been discussing extending consulting services with JML Design Group for the roofing project. A contract has been prepared by Zeits and signed by Fred Campbell of JML Design Group, which needs the TADL board signature for completion. Zeits noted that it is a standard consultant agreement and briefly reviewed highlights and parameters of the compensation and method of payment terms. It was **MOVED** by Jones, **SUPPORTED** by Gillman, to approve the contract as presented. A roll call vote was taken with the following results:

Odgers – aye	Mathewson – aye	Sullivan – aye
Vickery – aye	Gersch – aye	Gillman – aye
Jones – aye		

Motion **CARRIED**.

As related to the JML contract terms, it was **MOVED** by Jones, **SUPPPORTED** by Gillman, to resolve that the architectural services budget line in the public improvement fund be amended to establish and execute a budget of \$20K to cover expenses related to the development of a plan to replace the roof and remediate ventilation and insulation concerns at the Main Library. A roll call vote was taken with the following results:

Odgers – aye	Mathewson – aye	Sullivan – aye
Vickery – aye	Gersch – aye	Gillman – aye
Jones – aye		

Motion **CARRIED**.

c. Construction Contract Amendment

Zeits reminded the board of the construction contract already in place with Spence Brothers for the preliminary investigative work to determine how to remediate the roof icing problem. Then, at the May board meeting, Spence had provided the board with a work plan to move forward, at a cost of approximately \$360K. The amendment presented is to add the additional scope of services to the contract. It was **MOVED** by Gillman, **SUPPORTED** by Mathewson to approve the amendment as presented. A roll call vote was taken with the following results:

Odgers – aye	Mathewson – aye	Sullivan – aye
Vickery – aye	Gersch – aye	Gillman – aye
Jones – aye		

Motion **CARRIED**.

8. New Business

a. 2018 Audit

Jake Schierbeek, audit supervisor from Dennis, Gartland, Neirgarth (DGN) reviewed the 2018 audit and answered questions from the trustees. A clean unmodified opinion was issued, the highest rating possible.

Trina Edwards, audit manager, reviewed the audit related communications required to provide to governments. She noted that there will be new standards that TADL will have to follow in the future and thanked the board of trustees for allowing DGN to provide audit services.

It was MOVED by Gillman, SUPPORTED by Jones to accept the audit report for the Traverse Area District Library dated December 31, 2018. Motion CARRIED.

b. *Directorship Contract Terms of Employment*

Janis Adams (Counsel) reported that at the last special meeting, on June 11, 2019, the board had directed her to work with President Gersch to prepare an agreement between director-select Howard and TADL that incorporated the terms of employment discussed at that meeting. An agreement was prepared and given to Howard on June 20 to which Howard verbally indicated to Adams that the terms were acceptable and of her intent to sign. Adams provided a copy to each board member. Adams informed the board that, given Howard's acceptance, TADL's next step would be to perform a background check on Howard. The employment terms also include bonus compensation of \$2000 per month for August and September for a planned concurrent training period with Juett prior to her retirement. Howard's official directorship is set to begin October 1, 2019.

Gillman thanked the legal team of Zeits and Adams for their diligence, expertise, and dedication in seeing TADL through the new director search.

9. **Public Comment**

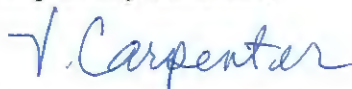
President Gersch opened the floor for public comment. The following people addressed the board: Julie Kintner, Director of FLPL, introduced the FLPL board members present.

Juett thanked Radjenovich and Carpenter for their hard work and contributions toward a successful audit.

10. **Adjournment**

Upon a motion by Jones and with no further business to discuss, President Gersch adjourned the meeting at 5:50pm.

Respectfully submitted,



V. Carpenter, Recording Secretary

Approved by board vote on July 18, 2019,



J. Jones, Board Secretary

NORTHWEST MICHIGAN COMMUNITY ACTION AGENCY, INC.
Board of Directors Meeting – June 20, 2019

PRESENT:

Ed Boettcher
Art Jeannot
Bob Draves
Larry Levengood
Rev. Gerald Cook
Louis Fantini
Lindsey Walker
Sam Getsinger
Debbie Bishop
Tony Ansoerge
Carolyn Rentenbach
Pam Niebrzydowski
Grace Ronkaitis
Jeff Miller
Marc Milburn
Ralph Stephan
Jennifer Smith
Judy Nichols

ABSENT:

Tom Kelley (E)
Tonya Schroka (E)
Izzy Lyman (E)
Mary Klein (E)
Brenda DeKuiper (E)
Dr. Leigh Ngirarsaol (E)
Carol Smith
Tom Olmsted (E)
Gillian Gines (E)

The meeting was called to order at 12:32 P.M. by Chairperson Rev. Gerald Cook. Following the Pledge of Allegiance, roll call was taken and a quorum established.

AGENDA

Rev. Gerald Cook requested approval for the meeting Agenda.

Motion by Judy Nichols, supported by Pam Niebrzydowski, that the meeting agenda be approved as presented. Motion carried.

MINUTES OF PREVIOUS MEETING

The minutes of the May 16, 2019 meeting of the Board of Directors were presented for Board action.

Motion by Tony Ansoerge, supported by Larry Levengood, that the minutes of the May 16, 2019 Board of Directors meeting be approved as presented. Motion carried.

MEMBERSHIP ANNOUNCEMENTS

Jerry Cook announced that Gillian Gines has resigned her position on the NMCAA Board of Directors.

PUBLIC INPUT

None.

POLICY COUNCIL REPORT

The June Head Start Policy Council report was presented by Shannon Phelps, Director of Child and Family Development.

Motion by Jennifer Smith, supported by Louis Fantini, that the June 2019 Head Start Policy Council Report be accepted as presented. Motion carried.

EXECUTIVE DIRECTORS REPORT

Kerry Baughman, Executive Director, presented the Financial Reports and Annual Operations Plan and Report Summary for May 2019, bank credit card statements for May 2019, and the status of Agency Program Operations. On June 13th, a resource fair was held at the Kalkaska Head Start site to provide resources and support for the 16 families displaced in an apartment fire in April. A second group of participants have been awarded their Family Service Credential which is a comprehensive, competency and credit based training experience, designed to support direct service staff in their work with children and families. Over 14 homeless youth have now been housed through the Youth Homeless Demonstration Project in the Greater Grand Traverse Area. Munson/MSU Helping You Heal research grant is going well and will provide medically tailored meals specifically designed to meet the medical needs of seniors after hospitalization to help reduce remittance rates. NMCAA received \$13,500 from the Bureau of Community Action and Economic Opportunity for a Summer Fuel program.

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

BUSINESS

GOVERNANCE COMMITTEE REPORT

Peachy Rentenbach, Chairperson of the Governance Committee, announced that the Governance Committee met earlier today. Board trainings will now be held twice a year. For 2019, the second training will be held in October and going forward the trainings will be held in March and September.

The Committee recommends a change to the NMCAA By-Laws to state that a majority of the Board of Directors constitutes a quorum for the transaction of business. A quorum shall be 51% of seated NMCAA Board members.

The committee also recommends another change to the NMCAA By-Laws that permits the Executive/Audit Committee to take required or permitted action in-between regular meeting times and without an in-person meeting through an electronic meeting (or E-Meeting) provided all members of the committee consent to the action in writing or by electronic transmission.

Motion by Sam Getsinger, supported by Jennifer Smith, that the NMCAA By-Laws be amended as recommended by the Governance Committee. Motion carried.

There was a discussion regarding the ground rules for removal of Board members that have three unexcused absences. The Electronic Participation in NMCAA Board Meetings Policy will be added to the Board Book.

EARLY HEAD START POSITION / WEXFORD COUNTY

Shannon Phelps explained that Gillian Gines has stepped down from the Board because she would like to accept the Child and Family Services position that is available in Wexford County. Gillian has recently completed the educational requirements of this position and would like to pursue this employment opportunity. NMCAA Personnel Policies state that a member of the Board must allow six months between serving on the Board and being employed by NMCAA. It is requested that this policy requirement be waived to allow for Gillian's employment at this time.

Motion by Art Jeannot, supported by Jennifer Smith, that the NMCAA Personnel Policy requiring a six month period between serving on the Board and being hired as an employee be waived for Gillian Gines.
Motion carried.

The recommendation was made to refer this policy back to the Personnel Committee to consider changes to the policy that would remove the six month requirement and instead request Board approval in circumstances where a Board member is being considered for hire as an employee.

WEATHERIZATION DOE GRANT APPLICATION

Weatherization Manager, Lisa Ritter, presented the Weatherization Assistance Program Department of Energy Grant for Program Year 19 which runs from July 1, 2019 – June 30, 2020. The anticipated amount is \$720,124 which will allow for the completion of 74 units.

Motion by Jennifer Smith, supported by Pam Niebrzydowski that the Weatherization Assistance Program Department of Energy Grant for Program Year 2019 be approved as presented. Motion carried.

HUD GRANT FOR FMS ACTIVITIES

Financial Management Services Manager, Karen Emerson, reviewed the outcomes of the 2018 – 2019 HUD Grant for Financial Management Services (FMS) activities. This grant provides homebuyer counseling, financial management education, foreclosure education and counseling, and renter education. The 2019 – 2020 HUD Grant Application is being prepared for submission in early July.

Motion by Art Jeannot, supported by Judy Nichols, that the 2019 – 2020 HUD Grant Application be submitted as presented. Motion carried.

SUMMER FUEL PROGRAM

Karen Emerson announced that there have been some reallocations of fuel assistance. \$13,500 has been allocated to NMCAA which will assist approximately 10 customers this summer to help prepare them for the next heating season.

Motion by Louis Fantini, supported by Pam Niebrzydowski to accept the \$13,500 allocated by BCAEO to NMCAA for the Summer Fuel Program.
Motion carried.

NEIGHBORWORK STRATEGIC INVESTMENT FUND GRANT

Karen Emerson presented the NeighborWorks Strategic Investment Fund Grant Application for approval. This request is for \$50,000 and will provide down-payment assistance, capital development, and marketing to promote Sustainable Business Initiative activity under the Strategic Investment Fund.

Motion by Lindsey Walker, supported by Pam Niebrzydowski, to approve the NeighborWorks Strategic Investment Funds Grant application as presented. Motion carried.

CLOSED SESSION

Motion by Peachy Rentenbach, supported by Jennifer Smith that the NMCAA Board Meeting be adjourned to move into a Closed Session to discuss material exempt from discussion or disclosure by the attorney-client privilege. Roll call vote unanimous to adjourn the meeting and open the Closed Session.

The Board meeting moved into Closed Session at 2:08 pm.

Motion by Judy Nichols, supported by Peachy Rentenbach that the Board Meeting leave Closed Session and return to the regular NMCAA Board meeting. Roll call vote unanimous to end the Closed Session.

The Board meeting Closed Session ended at 2:29 pm.

HEAD START SCHOOL READINESS DATA

Kerry Baughman shared the Head Start School Readiness data for Program Year 2018-2019 following the final checkpoint completed on May 20, 2019. The results show that 93% of children are meeting or exceeding age expectations in their *Approaches to Learning*, 90% are meeting or exceeding age expectations in *Literary*, and 87% are meeting or exceeding age expectations in *Math*.

The Head Start Self-Assessment is July 18th. Please email Shannon Phelps at sphelps@nmcaa.net if any Board members are interested in participating.

OTHER BUSINESS

- The “Weatherization Enhancement and Local Energy Efficiency Investment and

NMCAA Board of Directors Meeting

June 20, 2019

Page 5

Accountability Act of 2019” has been introduced, with bipartisan support in the Senate. Legislation would authorize WAP for \$350 million for four more years and help move the program into the 21st Century with a focus on renewable energy and advanced technology.

- HR 1695 Re-authorization of the Community Services Block Grant. Currently referred to House Committee on Education and Labor. 40 Co-sponsors including Rep. John Moolenaar [MI-4].

- Michigan Community Action “Take Action” feature of the website.
www.mcac.memberclicks.net

- Conference call 6/20/19 with the Michigan Public Service Commission and the Community Action network to discuss the challenges with the Michigan Energy Assistance Program this last season in order to inform the Request For Proposal (RFP) process.

BOARD COMMENTS

None

There being no further business to come before the Board, the meeting was adjourned at 2:34 P.M.

Next meeting will be: Thursday, August 15, 2019 at 12:30 PM.

Respectfully Submitted

Mary Klein, Secretary

Betsy Rees, Recording Secretary



TRAVERSE AREA DISTRICT
LIBRARY

Board of Trustees Regular Meeting
MINUTES (approved)
Thursday, July 18, 2019 at 5:00pm
McGuire Community Room
610 Woodmere Ave., Traverse City, MI 49686

1. **Call to Order**

The meeting was called to order by Vice President Vickery at 5:00pm. Present were: Vickery (Vice President); Gillman (Treasurer); Jones (Secretary); Mathewson, Sullivan, and Odgers (Trustees). Gersch (President) was absent. Also present were: Zeits (Counsel); Juett (Director); Radjenovich (Business Manager); and Carpenter (Staff).

2. **Pledge of Allegiance**

All members in attendance stood and recited the Pledge of Allegiance to the Flag of the United States of America.

3. **Approval of Agenda**

It was MOVED by Gillman, SUPPORTED by Jones, to approve the amended agenda as presented. Motion CARRIED.

4. **Public Comment**

Vice President Vickery opened the floor for public comment. There was none.

5. **Approval of Minutes**

a. *Regular Meeting of June 20, 2019*

Odgers noted two corrections wherein President Gersch was erroneously referred to as Vice President in items 1 and 4. Jones also noted that the word January in item 6b should be replaced with May. It was MOVED by Mathewson, SUPPORTED by Jones, to approve the regular meeting minutes of June 20, 2019 with the aforementioned corrections. Motion CARRIED.

6. **Reports and Communications**

a. *Director Report*

Juett confirmed her written report and added the following:

- New water fountains with water bottle filling stations will be installed on the first and second floors of the Main library. This decision stemmed from numerous patron suggestions and will be funded by a \$6,400 grant from Northland Library Cooperative.
- East Bay Branch and Kingsley Branch Library have both received great news coverage in the past month, with East Bay making the front page of the Record Eagle.
- The ARISS event went very well. The moment radio contact was made with the International Space Station and astronaut Nick Hague responded, everyone in the room was very emotional and overwhelmed. TADL is happy to have been chosen as a participant in this event.
- TADL will be offering a new "Consider This" book collection as well as program events with a philosophy and critical thinking focus for all ages.
- The Ladies Library Association was established in 1869 by eight women in Traverse City. Juett will be attending and speaking at the 150th Anniversary celebration event.

Vice President Vickery noted that Administrative Reports were included in the board packet. There were no additions to those reports.

b. *Financial Report*

Radjenovich confirmed the June 2019 reports and added the following highlights:

- Revenues – Fees and services, mostly made up of technology maintenance agreements, is on target. Penal fines from Grand Traverse and Leelanau Counties have been received and will be reflected in the July report. Penal fine payments continue to trend downward and were less than budgeted. Interest and dividends are doing well. Rents and royalties are down from last year however are expected to climb with the increase in community room reservations.
- Expenses – Health and hospitalization appear low over the prior year, however, this is due to timing of payments. Professional and contractual services increased due to higher attorney usage and also include auditing service fees. There are no property tax reimbursements to date.

c. *Member Library Reports*

Renee Kelchak, Director of Interlochen Public Library (IPL), noted that circulation figures are up and Summer Reading Club participation has been active and busy. The IPL Friends are having a Baubles, Bangles & Bags Sale on August 10th and they are also donating a digital copy of the historical film called *Fascinating History Between the Lakes: How Interlochen Came To Be* to each library in the district.

A written report from Julie Kintner, Director of Fife Lake Public Library (FLPL), was included in the board packet.

d. *Committee Reports*

Vice President Vickery noted that the Personnel and Policy Committees had not met.

- Facilities and Services Committee – Vice President Vickery reported that the committee had met and received an update on the roof, security cameras, and the TCAPS Memorandum of Understanding. The committee also appreciated receiving a list of future capital improvement needs to consider.
- Finance Committee – Gillman reported that the committee had met and discussed several items later on the agenda.

e. *Other Reports and Communications*

- Friends' Report – Doug Weaver, TADL Friends Board President
Donna Hornberger, Friends of TADL Vice President, reported that the TADL Friends software committee has selected Wild Apricot, membership management software, to present for approval at their August board meeting. The annual Fall book sale will be held September 27-29. TADL trustee Odgers encouraged the Friends to consider the membership's thoughts about an electronic sign for the library.

7. **New Business**

a. *Resolution to Pay MERS \$200,000 from Internal Service Fund and revision of the Budget*

Gillman reported that the Finance Committee unanimously recommended the resolution to pay MERS \$200K from the Internal Service Fund toward the unfunded pension liability and to revise the budget accordingly. It was MOVED by Gillman, SUPPORTED by Jones, to accept the resolution as presented. A roll call vote was taken with the following results:

Odgers – aye	Mathewson – aye	Sullivan – aye
Vickery – aye	Jones – aye	Gillman – aye
Gersch – absent		

Motion CARRIED.

b. *Consideration of Security Camera Bids*

Gillman noted that the Finance Committee reviewed the security camera bid proposals and recommends approving the proposal from TKS Security for \$33,674. Scott Morey, TADL's Assistant Direct for Technology, budgeted \$30,000 for this project and feels the balance can be funded within the existing technology budget. It was MOVED by Gillman, SUPPORTED by Jones to approve and enter into contract with TKS Security, subject to approval of form and substance by Counsel, and to amend the budget accordingly with a not to exceed amount of \$35,000 to upgrade TADL's security camera system. A roll call vote was taken with the following results:

Odgers – aye	Mathewson – aye	Sullivan – aye
Vickery – aye	Jones – aye	Gillman – aye
Gersch – absent		

Motion CARRIED.

c. *Consideration of Boiler Humidifier Bids*

Spence Brothers, as construction managers, solicited bids for the boiler/humidifier replacement. After receiving three bids, they are recommending approval of the low bid from Hurst Mechanical. Gillman noted that the Finance Committee had not reviewed the bids and that the competitive bidding procedure had been waived as TADL has already contracted with Spence Brothers for the project. It was MOVED by Gillman, SUPPORTED by Jones, to approve the bid recommendation by Spence Brothers amending the project and contract parameters subject to form and substance by Counsel and to establish a budget of \$272,277 within the Public Improvement Fund for the purpose of replacing the boiler and humidifier. A roll call vote was taken with the following results:

Odgers – aye	Mathewson – aye	Sullivan – aye
Vickery – aye	Jones – aye	Gillman – aye
Gersch – absent		

Motion CARRIED.

d. *Northland Library Cooperative Board Appointment*

Juett reminded the board that TADL is the largest library in the Northland Library Cooperative (NLC) and has a permanent seat on the co-op board. Juett had been appointed to and still holds that seat which is typically held by the library director. She recommended that the board appoint incoming director, Michele Howard, to that position effective October 1, 2019. It was MOVED by Odgers, SUPPORTED by Mathewson, to approve the appointment as described by Juett. Motion CARRIED.

e. *Director Compensation*

Jones noted that with the changes in committee assignments and the search for a new director Juett was overlooked when other staff received salary increases for 2019. Juett's last evaluation was superior and her efforts since then have, if anything, increased. With that in consideration, it was MOVED by Jones, SUPPORTED by Odgers, to increase Juett's rate of pay by 3%, retroactive to January 1, 2019, and to be paid prior to her retirement. Gillman expressed that the board had dropped the ball on this matter and encouraged support as Juett is clearly deserving of the increase. A roll call vote was taken with the following results:

Odgers – aye	Mathewson – aye	Sullivan – aye
Vickery – aye	Jones – aye	Gillman – aye
Gersch – absent		

Motion CARRIED.

f. *Approval of L-4029 Tax Rate Request*

Juett and Radjenovich calculated the 2019 tax rate request using information gathered from Grand Traverse and Leelanau Counties. Gillman noted that this rate amounts to another tax cut; with some frugality and good financial management, the Headlee rollback has not been passed on

to the taxpayers. It was MOVED by Gillman, SUPPORTED by Odgers, to approve the 2019 tax rate request of .9382 mill as presented on form L-4029. A roll call vote was taken with the following results:

Odgers – aye	Mathewson – aye	Sullivan – aye
Vickery – aye	Jones – aye	Gillman – aye
Gersch – absent		

Motion CARRIED.

g. *MERS Annual Report Discussion*

Juett noted that each year TADL receives an annual actuarial valuation report from the Municipal Employee Retirement System of Michigan for the prior year. TADL's funding level has increased from 82% to 85% since the last report. Because of the extra payments made in the past several years, MERS notified TADL that the monthly payment could be lowered, however, the Finance Committee discussed and agreed with the wisdom of maintaining the current payment that could more quickly lead to an almost permanent settlement of the unfunded liability. These payments will be taken into consideration in the 2020 budget process.

8. **Public Comment**

Vice President Vickery opened the floor for public comment. There was none.

Vice President Vickery noted that due to a conflict with another library event, the date of Director Juett's Retirement Open House was re-scheduled to September 22, 2019 from 1-3pm.

Odgers announced that fellow librarian, Becky Travis, from Elk Rapids District Library has passed away suddenly. Juett noted that Travis' parents were also key members of the Kingsley Friends of the Library who helped make the new Kingsley Branch Library a reality. Condolences were expressed to the Travis family and library community.

9. **Adjournment**

With no further business to discuss, Vice President Vickery adjourned the meeting at 5:43pm.

Respectfully submitted,



V. Carpenter, Recording Secretary

Approved by board vote on August 15, 2019,



J. Jones, Board Secretary

NORTHWESTERN REGIONAL AIRPORT COMMISSION
CHERRY CAPITAL AIRPORT
AIRPORT GOVERNANCE ADVISORY COMMITTEE MEETING
MINUTES
July 30, 2019
12:00 P.M.

1. Roll Call:

Present	Committee Chair	Doug DeYoung
	Committee Members	Nate Alger, William Bunek, Mike Coco, Rob Hentschel, Chet Janik, Gordie LaPointe, Debra Rushton
	Secretary	Kevin Klein
	Counsel	Karrie Zeits
	Other	Steve Baldwin, Spencer Gillette, Penny Perkins, Luanne Zak, Ted & Gretchen Iorio, Sylvia McCullough
Absent		None

The meeting was called to order at 12:00 p.m. The Secretary called the roll and advised the Chair a quorum of the committee was present.

2. Public Comment: None

3. The minutes of the June 25, 2019 meeting were reviewed by the committee.

It was moved by Coco and supported by Hentschel to approve the minutes of the June 25, 2019 as presented. MOTION PASSED.

It was moved by Rushton and supported by LaPointe to approve the agenda as presented. MOTION PASSED.

4. Penny Perkins presented information on stakeholder values and the advantages/disadvantages of commissions and authorities. Discussion followed.

5. Public Comment:

Ted Iorio: Complex process-don't rush decision. Keep public in mind.

6. Adjournment: There being no further business to come before the committee, the Chairman adjourned the meeting at 1:55 p.m.

Respectfully submitted,


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

NORTHWESTERN REGIONAL AIRPORT COMMISSION
CHERRY CAPITAL AIRPORT
REGULAR MEETING
MINUTES
July 30, 2019
3:00 P.M.

A. Pledge of Allegiance

B. Roll Call:

Present	Chairman	Doug DeYoung
	Commissioners	Mike Coco, Lee Foerster, Rob Hentschel, Tom Kern, Debra Rushton
	Secretary	Kevin Klein
	Counsel	Karrie Zeits
	Others	Dan Sal, Luanne Zak, Heather Sexton, Stephanie Green, Margo Marks, Ron Lemcool, Cindy Lemcool
Absent		Dan Ahrns (excused)

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

C. Review and Approval of the Agenda:

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

D. Public Comment: None

E. Reading and Approving Previous Meeting Minutes:

1. It was moved by Commissioner Rushton and supported by Commissioner Foerster to approve the regular meeting minutes of June 25, 2019 as presented. MOTION PASSED.

F. Reading of Communications:

1. The MDOT Passenger Statistics Report for June 2019 was received and filed.

G. Reports of Standing Committees: None

H. Reports of Special Committees:

1. Commissioner Rushton gave a report of the Airport Governance Advisory Committee meeting of June 25, 2019.

It was moved by Commissioner Kern and supported by Commissioner Hentschel to accept the report of the Airport Governance Advisory Committee meeting of June 25, 2019. MOTION PASSED.

2. Commissioner Coco gave a report of the Building and Grounds Committee meeting of July 24, 2019.

It was moved by Commissioner Kern and supported by Commissioner Hentschel to accept the report of the Building and Grounds Committee meeting of July 24, 2019. MOTION PASSED.

It was moved by Commissioner Foerster and supported by Commissioner Coco to accept the TVC Energy Assessment and Renewable Energy Roadmap report and to pay final payment. A roll call vote was taken: Coco-yes; DeYoung-abstain; Foerster-yes; Hentschel-yes; Kern-yes; Rushton-yes. MOTION PASSED.

I. Unfinished Business: None

J. New Business:

1. State Grant – Testing/Monitoring/Calibration of ARFF Foam Testing Equipment

It was moved by Commissioner Kern and supported by Commissioner Coco to approve the Chairman (or Vice Chairman in the absence of the Chairman) to execute the grant agreement for the testing/monitoring/calibration of ARFF foam testing equipment in the amount of \$4,200. A roll call vote was taken: Coco-yes; DeYoung-yes; Foerster-yes; Kern-yes; Hentschel-yes; Rushton-yes. MOTION PASSED.

2. Contract Award – Construction Phase Services

It was moved by Commissioner Kern and supported by Commissioner Hentschel to approve Prein & Newhof Amendment No. 1 to design engineering contract to provide construction phase services for the airfield signage rehabilitation project in the amount of \$69,500. MOTION PASSED.

3. Contract Award – Construction Phase Services

It was moved by Commissioner Kern and supported by Commissioner Rushton to approve Prein & Newhof Amendment No. 1 to design engineering contract to provide construction phase services for the west t-hangar taxilanes reconstruction project in the amount of \$122,000. MOTION PASSED.

4. Contract Award – Professional Planning Services

It was moved by Commissioner Kern and supported by Commissioner Rushton to approve Prein & Newhof agreement for Professional Planning Services: Terminal Area Narrative Report in the amount of \$160,000. MOTION PASSED.

5. Amend Agreement – Cherry Country Café and Gift Shop

It was moved by Commissioner Kern and supported by Commissioner Hentschel to approve an amendment to the agreement with Cherry Country Café and Gift Shop to allow the operation of up to three ATMs at a concession fee of 6% of surcharge revenue. MOTION PASSED.

6. Bid Award – Janitorial Services

It was moved by Commissioner Kern and supported by Commissioner Foerster to award the contract for janitorial services to the low bidder, New Image Building Services, in the amount of \$16,000 per month. MOTION PASSED.

It was moved by Commissioner Coco and supported by Commissioner Hentschel to amend the agenda to move item 7 of New Business to after Public Comment. MOTION PASSED.

K. Reports of the Airport Director:

1. The Airport Director reviewed the Activity Report for the Commission.
2. The Airport Director reviewed the Operations Report for the Commission.
3. The Airport Director reviewed the Accounts Receivable Report for the Commission.
4. The Airport Director reviewed the Budget Report for the Commission.

L. Public Comment: None

Item 7 – New Business

It was moved by Commissioner Rushton and supported by Commissioner Hentschel to enter into closed session to consider the voluntary acquisition of 718 Duell Road as permitted by MCL 15.268(d). A roll call vote was taken: Coco-yes; DeYoung-yes; Foerster-yes; Hentschel-yes; Kern-yes; Rushton-yes. MOTION PASSED.

The Board entered closed session at 3:42 p.m.

It was moved by Commissioner Hentschel and supported by Commissioner Rushton to return the meeting to open session at 3:54 p.m. A roll call vote was taken: Coco-yes; DeYoung-yes; Foerster-yes; Hentschel-yes; Kern-yes; Rushton-yes. MOTION PASSED.

It was moved by Commissioner Coco and supported by Commissioner Hentschel to authorize staff to negotiate the voluntary acquisition of 718 Duell Road as discussed in closed session. A roll call vote was taken: Coco-yes; DeYoung-yes; Foerster-yes; Hentschel-yes; Kern-yes; Rushton-yes. MOTION PASSED.

Public Comment: None

M. Commissioner Comment:

Attorney Zeits reported that mediation with the former janitorial company took place on July 29. A settlement was not reached at the meeting.

N. Adjournment:

There being no further business to come before the Commission, the Chairman adjourned the meeting at 4:00 p.m.

Respectfully submitted,



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



Action Request

Meeting Date:	September 4, 2019		
Department:	Central Dispatch/911	Submitted By:	Jason Torrey
Contact E-Mail:	jtorry@grandtraverse.org	Contact Telephone:	231 922 4751
Agenda Item Title:	Staffing Plan Amendment		
Estimated Time:	5 <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input type="radio"/> No

Summary of Request:

Delete 1 FTE Call Taker position, and add 1 FTE Emergency Telecommunicator position to Central Dispatch Staffing Plan. As outlined in the attached document, there is a significant operational advantage to this reclassification, and it will have a minimal impact on the overall department budget. The 911 Board of Directors voted to approve this request during their meeting on August 15th.

Suggested Motion:

Approve reclassification request to delete 1 FTE Call Taker position and add 1 FTE Emergency Telecommunicator position to the Central Dispatch Staffing Plan.

Financial Information:

Total Cost:	\$0.00	General Fund Cost:		Included in budget:	<input type="radio"/> Yes <input checked="" type="radio"/> No
-------------	--------	--------------------	--	---------------------	---

If not included in budget, recommended funding source:

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

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date: _____

Miscellaneous:

Attachments:

Attachment Titles:



GRAND TRAVERSE COUNTY

CENTRAL DISPATCH

400 Boardman Ave, Suite 306, Traverse City Michigan 49684

Dispatch: (231) 922-4550 | Fax: (231) 922-6877

August 16, 2019

To: Grand Traverse County Board of Commissioners
From: Jason Torrey, 911 Director
Ref: Request to amend staffing plan

As part of the 2020 budget process I did submit a request for a staffing plan adjustment to reclassify our 1 Call Taker position to an Emergency Telecommunicator position. Coincidentally, the employee filling the role of Call Taker has since resigned from employment with Grand Traverse County. I am requesting consideration to immediately reclassify this position to an Emergency Telecommunicator in order to start the recruitment process for this opening.

OPERATIONAL IMPACT:

The job duties of a Call Taker position limits their role in the dispatch center. The Call Taker is only responsible for answering 911 and non-emergency calls for service. An Emergency Telecommunicator, however, not only has the call taking skill set, but they also have the training to perform radio work. A reclassification of this position will provide for an added benefit of radio dispatching, allowing for increased efficiencies in work flow, the ability to use this position toward minimum staffing needs, and one extra position available for backfilling when necessary.

FINANCIAL IMPACT:

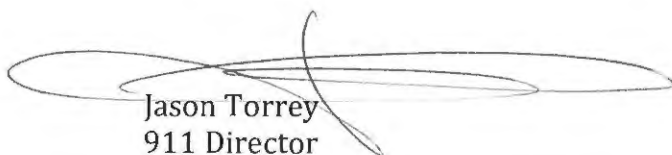
Call Taker Wage Scale F \$17.21 - \$21.49

Emergency Telecommunicator Wage Scale G \$18.42 - \$23.00

Loaded compensation comparison = net annual increase @ wage step 5 \$3,685.48

The above reflects a wage scale 5 comparison between the two positions, but the reality is that a newly hired Emergency Telecommunicator would start at a Step 1 wage, which would be over \$3.00 per hour less than the current outgoing Call Taker Step 5 wage. Steady increases in 911 surcharge and state surcharge revenue would cover the cost.

Respectfully,


Jason Torrey
911 Director



REQUEST FOR CHANGE TO STAFFING PLAN

DEPARTMENT NAME tral Dispatch/911
 FUND NUMBER 207
 DEPT. NUMBER 308

- * All changes to staffing plans must be reviewed by County Administration and the Human Resources Director. If requesting a change to your staffing plan, please be prepared to provide additional information.
- * Please be mindful of changes to positions covered under the terms of collective bargaining agreements.
- * Benefits such as PTO, Longevity, Insurance, and Retirement may differ across collective bargaining agreements and employees depending upon position and hire date.

NO CHANGE TO STAFFING PLAN REQUESTED FOR BUDGET YEAR. (Check box)

2020 Medical Benefits Estimates:
 Single \$ 4,293
 Double \$ 10,288
 Family \$ 12,895

SUMMARY OF FINANCIAL IMPACT:

DELETE Positions for the Department's Staffing Plan:

Title	Grade	Step	FTE	Regular 37.5 or 40	Hourly Rate	Annual Gross	PTO 5 days assumed	Longevity	FICA (7.65%)	Medical Benefits	STD/LTD	Life Insurance	Retirement (6% assumed)	Workers Comp	Total for Position
Call Taker	F	5	1.00	40.00	\$ 21.49	\$ 44,699.20	\$ 859.60		\$ 3,485.25	\$ 12,895.00	\$ 469.34	\$ 133.81	\$ 2,733.53	\$ 70.18	\$ 65,345.90
Enter data, as needed				-		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enter data, as needed				-		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enter data, as needed				-		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enter data, as needed				-		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DELETIONS REQUESTED			1.00			\$ 44,699.20	\$ 859.60	\$ -	\$ 3,485.25	\$ 12,895.00	\$ 469.34	\$ 133.81	\$ 2,733.53	\$ 70.18	\$ 65,345.90

ADD Positions for the Department's Staffing Plan:

Title	Grade	Step	FTE	Regular 37.5 or 40	Hourly Rate	Annual Gross	PTO 5 days assumed	Longevity	FICA (7.65%)	Medical Benefits	STD/LTD	Life Insurance	Retirement (6% assumed)	Workers Comp	Total for Position
Emergency Telecomm	G	5	1.00	40.00	\$ 23.00	\$ 47,840.00	\$ 920.00	n/a	\$ 3,730.14	\$ 12,895.00	\$ 502.32	\$ 143.21	\$ 2,925.60	\$ 75.11	\$ 69,031.38
Enter data, as needed				-		\$ -	\$ -	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enter data, as needed				-		\$ -	\$ -	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enter data, as needed				-		\$ -	\$ -	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enter data, as needed				-		\$ -	\$ -	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ADDITIONS REQUESTED			1.00			\$ 47,840.00	\$ 920.00	n/a	\$ 3,730.14	\$ 12,895.00	\$ 502.32	\$ 143.21	\$ 2,925.60	\$ 75.11	\$ 69,031.38

NOTE: When adding new positions, it is important to consider the additional expenses necessitated by adding staff, such as Office Equipment and Furniture, Computers/Software, etc.

ESTIMATED GRAND TOTAL OF REQUESTED DELETIONS: \$ 65,345.90
 ESTIMATED GRAND TOTAL OF REQUESTED ADDITIONS: \$ 69,031.38
 NET INCREASE (COST SAVINGS) FROM STAFFING PLAN CHANGES: \$ 3,685.48

JUSTIFICATION FOR REQUEST: (Add rows as needed and forward additional documents directly to Finance that may be useful in reviewing this request. Include in your narrative why the position is necessary, what mandates may prompt this request, what process have been reviewed that have reduced the need for staff, and how the staffing change will further the County's vision and mission and the departments ability to perform.)
 Fill in shaded cells above, if applicable, and include a narrative description here.

This is a request to reclassify the Call Taker position to that of an Emergency Telecommunicator

For a minimal increase in personnel costs, we can reclassify this position to also provide services relating to dispatching duties, which increases the flexibility with our minimum staffing and OT needs.

RESOLUTION

XX-2019

Staffing Plan Amendment – Central Dispatch

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on September 4, 2019, and reviewed a request to amend the staffing plan for Central Dispatch; and,

WHEREAS, There is a significant operational advantage to having an Emergency Telecommunicator position rather than a Call Taker position as the Emergency Telecommunicator has a much broader skill set and increases the efficiencies in work flow and due to the resignation of a Call Taker, the reclassification at this time is cost neutral; and,

WHEREAS, Request is to delete 1 FTE Call Taker position and add 1 FTE Emergency Telecommunicator position to the Central Dispatch Staffing Plan.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT the Grand Traverse County Board of Commissioners approve the amendment to the Central Dispatch staffing plan by deleting 1 FTE Call Taker position and adding 1 FTE Emergency Telecommunicator position.

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: September 4, 2019



Action Request

Meeting Date:	September 4, 2019		
Department:	Finance	Submitted By:	Dean Bott
Contact E-Mail:	dbott@grandtraverse.org	Contact Telephone:	922-4680
Agenda Item Title:	FY2019 Budget Amendments		
Estimated Time:	Board Packet <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

Public Act 2 of 1968, the Uniform Budgeting and Accounting Act for Local Units of Government, provides for amendments to the adopted budget upon anticipation of a variance in revenues and/or expenditures. The Finance Department and Department Heads monitor current year activity on an ongoing basis to identify such variances. Consistent with County policy, departments have prepared and the Finance Department has reviewed the attached FY2019 budget amendment requests. Board of Commissioners approval is requested to amend the adopted FY2019 budget as presented.

Suggested Motion:

Approve FY2019 budget amendments as presented.

Financial Information:

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

If not included in budget, recommended funding source:
n/a

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

Reviews:	Signature	Date
Finance Director	Dean Bott	8/28/2019
Human Resources Director		
Civil Counsel		

Administration: Recommended Date: _____

Miscellaneous:

Attachments:

Attachment Titles:
Budget Amendments Fiscal Year 2019

RESOLUTION

XX-2019

**Finance Department
Budget Amendments**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on September 4, 2019, and reviewed budget amendments for Fiscal Year 2019 that have been requested by the Director of Finance and are recommended for approval; and,

WHEREAS, Public Act 2 of 1968, the Uniform Budgeting and Accounting Act for Local Units of Government, provides for amendments to the adopted budget upon anticipation of a variance in revenues and/or expenditures; and,

WHEREAS, The Finance Department and Department Heads monitor current year activity on an ongoing basis to identify such variances; and,

WHEREAS, Consistent with County policy, departments have prepared and the Finance Department has reviewed the attached FY2019 budget amendment requests; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT the attached budget amendments for the Fiscal Year 2019 budget are hereby approved. (See file for attachments.)

APPROVED: September 4, 2019



GRAND TRAVERSE COUNTY Budget Amendment Request

Department: Parks and Recreation

Submitted by: Ryan Walsh, Office Manager

Budget Number: 200 27447

Budget Adjustment Option:

- A Increase an expenditure and decrease an expenditure
- B* Increase an expenditure and increase a revenue
- C* Decrease an expenditure and decrease a revenue
- D Decrease a revenue and increase a revenue

Directions: Check appropriate option. Only one option per form. Only one fund number per form. Please use whole dollar amounts only.

*Requires board approval

<input checked="" type="checkbox"/> Increase			<input type="checkbox"/> Decrease			
Account Number			Account Name			Amount
208	752	976.01	Improvements			15,000.00

15,000.00

<input checked="" type="checkbox"/> Increase			<input type="checkbox"/> Decrease			
Account Number			Account Name			Amount
208	752	582.03	Contributions			15,000.00

15,000.00

Check Figure -

Summary:

* To move \$15,000 of funds that were received for phase 2 of the Native American Marker Tree Project to the improvement line item of the Civic Center budget. Funds will be used in 2019.

Signature: *Ryan Walsh*

Date: 8/14/2019

Accountant Approval: *C. A. Wolf*

Date: 8/15/19

Finance Director Approval: *Aaron Post*

Date: 8/15/19

Board of Commissioner Meeting Approval Date: 9/7/19



**GRAND TRAVERSE COUNTY
Budget Amendment Request**

Department: Veterans Millage Fund

Submitted by: Dean Bott

Budget Number: 27462

Budget Adjustment Option:

A Increase an expenditure and decrease an expenditure

B* Increase an expenditure and increase a revenue

C* Decrease an expenditure and decrease a revenue

D Decrease a revenue and increase a revenue

Directions: Check appropriate option. Only one option per form. Only one fund number per form. Please use whole dollar amounts only.
*Requires board approval

<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease		
Account Number		Account Name	Amount
252-682-582.03		Local Grant - Grand Traverse Band	10,000.00
			<u>10,000.00</u>

<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease		
Account Number		Account Name	Amount
252-682-819.33		Outreach Activities	10,000.00
			<u>10,000.00</u>

Summary:
Budget 2% Grand Traverse Band Grant received for outreach activities.

Signature: Dean Bott Date: 8/23/2019

Accountant Approval: _____ Date: _____

Finance Director Approval: Dean Bott Date: 8/23/2019

Board of Commissioner Meeting Approval Date: 9/4/2019



**GRAND TRAVERSE COUNTY
Budget Amendment Request**

Department: Drain Revolving Fund - Duck Lake Lake Level

Submitted by: Dean Bott

Budget Number: 27476

Budget Adjustment Option:

A Increase an expenditure and decrease an expenditure

B* Increase an expenditure and increase a revenue

C* Decrease an expenditure and decrease a revenue

D Decrease a revenue and increase a revenue

Directions: Check appropriate option. Only one option per form. Only one fund number per form. Please use whole dollar amounts only.

*Requires board approval

<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease		
Account Number		Account Name	Amount
639-516-672.00		Special Assessment Revenues	6,000.00
			<u>6,000.00</u>

<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease		
Account Number		Account Name	Amount
639-516-743.00		Other Supplies	2,000.00
639-516-808.00		Attorney Fees	4,000.00
			<u>6,000.00</u>

Summary:
Establish budget for the Duck Lake - Lake Level Special Assessment District. Anticipated costs to establish the tax roll and levy will be covered by the special assessments that will be levied beginning in December of 2019.

Signature: Dean Bott Date: 8/29/2019

Accountant Approval: _____ Date: _____

Finance Director Approval: Dean Bott Date: 8/29/2019

Board of Commissioner Meeting Approval Date: 9/4/2019



**GRAND TRAVERSE COUNTY
Budget Amendment Request**

Department: Silver Lake - Lake Level

Submitted by: Dean Bott

Budget Number: 27477

Budget Adjustment Option:

- A Increase an expenditure and decrease an expenditure
- B* Increase an expenditure and increase a revenue
- C* Decrease an expenditure and decrease a revenue
- D Decrease a revenue and increase a revenue

Directions: Check appropriate option. Only one option per form. Only one fund number per form. Please use whole dollar amounts only.

*Requires board approval

<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease		
Account Number	Account Name	Amount	
839-442-672.00	Special Assessment Revenues	7,000.00	

7,000.00

<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease		
Account Number	Account Name	Amount	
839-442-743.00	Other Supplies	2,000.00	
839-442-808.00	Attorney Fees	3,000.00	
839-442-931.00	System Maintenance	2,000.00	

7,000.00

Summary:

Establish budget for the Silver Lake - Lake Level Special Assessment District. Anticipated costs to establish the tax roll and levy will be covered by the special assessments that will be levied beginning in December of 2019.

Signature: Dean Bott

Date: 8/29/2019

Accountant Approval: _____

Date: _____

Finance Director Approval: Dean Bott

Date: 8/29/2019

Board of Commissioner Meeting Approval Date: 9/4/2019



**GRAND TRAVERSE COUNTY
Budget Amendment Request**

Department: Old Mission Drain

Submitted by: Dean Bott

Budget Number: 27478

Budget Adjustment Option:

- A Increase an expenditure and decrease an expenditure
- B* Increase an expenditure and increase a revenue
- C* Decrease an expenditure and decrease a revenue
- D Decrease a revenue and increase a revenue

Directions: Check appropriate option. Only one option per form. Only one fund number per form. Please use whole dollar amounts only.

*Requires board approval

<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease		
Account Number		Account Name	Amount
841-502-672.00		Special Assessment Revenues	8,000.00

8,000.00

<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease		
Account Number		Account Name	Amount
841-502-743.00		Other Supplies	2,000.00
841-502-808.00		Attorney Fees	3,000.00
841-502-818.00		Contract Services	3,000.00

8,000.00

Summary:

Establish budget for the Old Mission Drain Special Assessment District. Anticipated costs to establish the tax roll and levy will be covered by the special assessments that will be levied beginning in December of 2019.

Signature: Dean Bott Date: 8/29/2019

Accountant Approval: _____ Date: _____

Finance Director Approval: Ivan Bott Date: 8/29/2019

Board of Commissioner Meeting Approval Date: 9/4/2019

Action Request



Meeting Date:	9/4/19		
Department:	Commission on Aging	Submitted By:	Cindy Kienlen
Contact E-Mail:	ckienlen@grandtraverse.org	Contact Telephone:	231-995-6201
Agenda Item Title:	Approval and signature of Purchase of Services contract with CMH		
Estimated Time:	<input type="text"/>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

Request to approve contract with Northern Lakes Community Mental Health (NLCMH) for purchase of services from the Commission on Aging. No change in this 2 year contract from the previous 2 year signed and approved contract.

Suggested Motion:

Request to approve contract for COA to provide services purchased by Northern Lakes CMH.

Financial Information:

Total Cost: 0	General Fund Cost: 0	Included in budget: <input type="radio"/> Yes <input type="radio"/> No
---------------	----------------------	--

If not included in budget, recommended funding source:

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

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date:

Miscellaneous:

Attachments:

Attachment Titles:

RESOLUTION

XX-2019

Commissioner on Aging – Northern Lakes CMH Services

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on September 4, 2019 and reviewed request from the Commission on Aging Director to approve contract for Commission on Aging to provide services purchased by Northern Lakes CMH for our clients; and,

WHEREAS, The Commission on Aging has the ability to provide some services to Community Mental Health Medicare and Medicaid clients that Northern Lakes cannot provide; and,

WHEREAS, Commission on Aging contracts with Northern Lakes Community Mental Health for those services based on the fee schedule for services identified in the agreement; and,

WHEREAS, the 2 year contract for Purchase of Services is consistent with the previous agreement and has been reviewed by Civil Counsel; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approves the 2 year agreement between the Commission on Aging and Northern Lakes Community Mental Health for purchase of services.

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: September 4, 2019

BUSINESS ASSOCIATE AGREEMENT

AGREEMENT made and entered into this 1st day of October 2019 between **Grand Traverse County Commission on Aging**, (hereinafter referred to as “BUSINESS ASSOCIATE”), and **Northern Lakes Community Mental Health / Northern Healthcare Management** (hereinafter referred to as “NLCMH / NHCM”).

WITNESSETH

WHEREAS, BUSINESS ASSOCIATE operates a company providing services to and on behalf of health care providers;

WHEREAS, NLCMH / NHCM purchases, obtains or otherwise acquires services from BUSINESS ASSOCIATE;

WHEREAS, pursuant to the HIPAA Regulations, a covered entity has an obligation to implement measures to achieve satisfactory assurance that its business associates will appropriately use and safeguard patient health information provided or disclosed by the covered entity;

WHEREAS, the recently enacted Health Information Technology for Economic and Clinical Health Act of 2009 (42 USC Section 17901, “HITECH Act”), imposes certain additional compliance obligations upon NLCMH / NHCM and BUSINESS ASSOCIATE with respect to their use and protection of Protected Health Information.

NOW, THEREFORE, and in consideration of mutual promises and covenants hereinafter set forth, the parties, hereby agree with each other as follows:

1. DEFINITIONS

1.1 Business Associate. “BUSINESS ASSOCIATE” shall mean the entity so designated in the preamble to this Agreement.

1.2 Covered Entity. “Covered Entity” means the entity so designated in the preamble to this Agreement: NLCMH / NHCM.

1.3 De-Identified Health Information. De-Identified Health Information is individually identifiable health information, as defined in 45 CFR §164.501, to the extent all identifiers (as set forth at 45 CFR 164.514(b) (2) (i)) have been removed from the information prior to its use or disclosure.

1.4 Electronic Transaction. An Electronic Transaction is a transmission of information between NLCMH / NHCM and BUSINESS ASSOCIATE to carry out treatment, financial or administrative activities related to health care, including those transactions identified at 45 CFR §160.103.

1.5 Electronic Transaction Standards. The Electronic Transaction Standards are those standards for the electronic transmission of health information promulgated under the HIPAA Regulations and set forth at 45 CFR Parts 142, 160 and 162.

**Business Associate Agreement:
Grand Traverse County Commission on Aging & NLCMH / NHCM**

1.6 Individual. "Individual" has the same meaning as the term "individual" in 45 CFR §160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.7 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

1.8 Protected Health Information. Protected Health Information or "PHI" has the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by BUSINESS ASSOCIATE on behalf of NLCMH / NHCM. Health information held by BUSINESS ASSOCIATE shall not be deemed to be PHI for the limited purposes of this Agreement so long as BUSINESS ASSOCIATE is a person or entity that is a "program" as defined in 42 C.F.R. §2.11 and holds the health information in its capacity as such.

1.9 Required By Law. "Required By Law" has the same meaning as the term "required by law" in 45 CFR §164.103.

1.10 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

1.11 Security Standards. "Security Standards" are those standards which govern the security, maintenance and storage of electronic protected health information as presently set forth at 45 CFR Parts 160, 162 and 164 or as hereafter amended.

1.12 Terms Not Defined. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

2. BUSINESS ASSOCIATE'S OBLIGATIONS

2.1 Generally. BUSINESS ASSOCIATE acknowledges that it is subject to the HIPAA Privacy Rule and Security Standards in the same or similar manner as NLCMH / NHCM. BUSINESS ASSOCIATE therefore agrees to take any and all actions necessary to comply with those Rules and Standards as they apply to business associates under the HITECH Act. These actions include, but are not limited to the following: (a) BUSINESS ASSOCIATE shall appoint a HIPAA privacy officer and a HIPAA security officer; (b) BUSINESS ASSOCIATE shall establish policies and procedures to ensure compliance with the Privacy Rules and Security Standards; (c) BUSINESS ASSOCIATE shall train its workforce regarding the Privacy Rules and Security Standards; (d) BUSINESS ASSOCIATE shall enter a privacy/security agreement with NLCMH / NHCM and with each of BUSINESS ASSOCIATES' subcontractors that perform any functions relating to NLCMH / NHCM relating to PHI; and (e) BUSINESS ASSOCIATE shall conduct a security risk analysis.

2.2 Permitted Uses and Disclosures. Except as otherwise limited in the Agreement, BUSINESS ASSOCIATE may use PHI for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE. BUSINESS ASSOCIATE may not disclose any PHI in its capacity as a business associate unless (a) the disclosure is required by law or (b) BUSINESS ASSOCIATE obtains reasonable assurances

Business Associate Agreement:
Grand Traverse County Commission on Aging & NLCMH / NHCM

from the person to whom the information is disclosed that (i) it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to that person, and (ii) the person will notify BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

Only when specifically authorized by NLCMH / NHCM in writing separate from this Agreement or in accordance with a specific provision of the Services Agreement between NLCMH / NHCM and BUSINESS ASSOCIATE may BUSINESS ASSOCIATE use PHI for any other purpose, including but not limited to providing Data Aggregation services as permitted by 45 C.F.R. §164.504(e)(2)(i)(B) or creating de-identified health information in accordance with 45 C.F.R. §164.514.

2.3 Nondisclosure. BUSINESS ASSOCIATE shall not use or further disclose PHI received from the NLCMH / NHCM other than as permitted or required by this Agreement or as Required by Law.

2.4 Safeguards. BUSINESS ASSOCIATE shall use appropriate safeguards to prevent use or disclosure of PHI received from or on behalf of the NLCMH / NHCM other than as permitted in this Agreement. BUSINESS ASSOCIATE shall maintain an information security program that includes safeguards appropriate to the size and complexity of BUSINESS ASSOCIATE's operations and the nature and scope of its activities. These shall include physical, technical and administrative safeguards, including written policies and procedures, in compliance with the HITECH Act and Security Standards, that reasonably protect the integrity, confidentiality and availability of electronic PHI that it creates, transmits, receives, stores or otherwise maintains on behalf of NLCMH / NHCM.

2.5 Minimum Necessary. BUSINESS ASSOCIATE shall not request from NLCMH / NHCM, or provide to any third party or other entity in connection with any of its permitted uses and/or disclosures of PHI more information or PHI than the minimum amount necessary for BUSINESS ASSOCIATE to carry out its obligations, functions or services on behalf of the NLCMH / NHCM.

2.6 Mitigation. BUSINESS ASSOCIATE shall mitigate to the extent practicable any harmful effects that are known to BUSINESS ASSOCIATE resulting from a use or disclosure of PHI by BUSINESS ASSOCIATE in violation of this Agreement.

2.7 Reporting Disclosures. BUSINESS ASSOCIATE shall provide written notice to NLCMH / NHCM within a reasonable time after learning of (a) any use of or disclosure of PHI by BUSINESS ASSOCIATE not authorized by this Agreement, (b) any "security incident" (as defined in 45 CFR §164.304), or (c) its receipt of PHI from NLCMH / NHCM in violation of federal or state law, the HIPAA Regulations or HITECH Act or NLCMH / NHCM's own policies, procedures or protocols, if known to BUSINESS ASSOCIATE.

2.7.1 Notification of Breach. BUSINESS ASSOCIATE agrees to report, following discovery and without unreasonable delay, and in all events within ten (10) calendar days, a "breach" of "unsecured PHI" as those terms are defined in 45 CFR §164.402. BUSINESS ASSOCIATE shall cooperate with NLCMH / NHCM in investigating the breach and meeting

Business Associate Agreement:
Grand Traverse County Commission on Aging & NLCMH / NHCM

NLCMH / NHCM's obligations under the breach notification provisions of HIPAA (45 CFR Part 164 Subpart D). "Discovery" means that the breach is known to BUSINESS ASSOCIATE or would have been known through the exercise of reasonable diligence by any person who is an employee, officer, subcontractor or agent of BUSINESS ASSOCIATE other than the person who committed the breach. The notification must identify each individual whose unsecured PHI has been or is reasonably believed to have been breached, as well as any other information available to and in the possession of BUSINESS ASSOCIATE which is required to be included in the individual notice provided under 45 CFR §164.404.

2.7.2 Individual Notification. Notwithstanding any other provision of this Agreement, BUSINESS ASSOCIATE shall assume responsibility for the individual notification required by 45 CFR §164.404 on behalf of NLCMH / NHCM where a breach of unsecured PHI was committed by BUSINESS ASSOCIATE or its employee, officer, subcontractor or other agent, or where the breach is within the unique knowledge of BUSINESS ASSOCIATE rather than NLCMH / NHCM. Any such notice shall be prepared by BUSINESS ASSOCIATE and provided to NLCMH / NHCM for review and approval at least five days prior to the date it is required to be sent to the individual. NLCMH / NHCM agrees to promptly review the notice and not unreasonably withhold its approval of such notice.

2.7.3 Large Breach. If a breach involves PHI of more than 500 individuals and was committed by BUSINESS ASSOCIATE or its employee, officer, subcontractor or agent, or is within the unique knowledge of BUSINESS ASSOCIATE rather than NLCMH / NHCM, BUSINESS ASSOCIATE shall provide the notice to the media required by 45 CFR §164.406. Any such notice shall be prepared by BUSINESS ASSOCIATE and provided to NLCMH / NHCM for review and approval at least five days prior to the date it is required to be sent to the media. NLCMH / NHCM agrees to promptly review the notice and not unreasonably withhold its approval of such notice.

2.7.4 Record-Keeping. BUSINESS ASSOCIATE agrees to maintain a log of breaches of unsecured PHI and to submit the log to NLCMH / NHCM before January 30 of each year for the preceding calendar year so that NLCMH / NHCM may report breaches to the Secretary as required by 45 CFR §164.408.

2.8 BUSINESS ASSOCIATE's Agents. BUSINESS ASSOCIATE shall ensure that any agents, employees and subcontractors to whom it provides access to PHI received from, or created or received on behalf of NLCMH / NHCM, agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to their use and disclosure of said PHI. BUSINESS ASSOCIATE agrees to ensure that all such agents and subcontractors implement reasonable and appropriate safeguards to protect NLCMH / NHCM's electronic PHI.

2.9 Availability and Amendment of Information. BUSINESS ASSOCIATE shall make available to NLCMH / NHCM such information as NLCMH / NHCM may require to fulfill the obligations of NLCMH / NHCM to provide access to and copies of PHI as a Covered Entity under the HIPAA Regulations. BUSINESS ASSOCIATE shall also make PHI provided by the NLCMH / NHCM available upon reasonable request for the purpose of allowing NLCMH / NHCM to amend said PHI pursuant to its obligation to do so under the HIPAA Regulations, and

Business Associate Agreement:

Grand Traverse County Commission on Aging & NLCMH / NHCM

BUSINESS ASSOCIATE shall insure that any such amended PHI shall be incorporated into its records and maintained accordingly for future use and disclosure pursuant to this Agreement.

2.10 Internal Practices. BUSINESS ASSOCIATE shall keep accurate records of its use and disclosure of PHI, and make available to NLCMH / NHCM upon reasonable request any relevant records relating to its use and disclosure of PHI received from or on behalf of NLCMH / NHCM or created by BUSINESS ASSOCIATE on behalf of NLCMH / NHCM, for purposes of determining BUSINESS ASSOCIATE's compliance with the HIPAA Regulations. Minimally, this shall include tracking the following information: (a) the date of disclosure; (b) the name of the person or entity that received the PHI and, if known, the address of the person or entity; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the disclosure including the basis for the disclosure. BUSINESS ASSOCIATE agrees to make its internal practices, books and records relating to the use and disclosure of PHI available to NLCMH / NHCM, or to the Secretary at the request of NLCMH / NHCM, and to do so in the time and manner designated by NLCMH / NHCM or the Secretary to facilitate the Secretary's determination of compliance with the Privacy Rule.

2.11 Electronic Storage, Transactions and Transmissions. To the extent BUSINESS ASSOCIATE now or in the future conducts any transaction defined as an Electronic Transaction using PHI of the NLCMH / NHCM, BUSINESS ASSOCIATE shall ensure that such transaction is conducted in full compliance with applicable Electronic Transaction Standards. Moreover, to the extent BUSINESS ASSOCIATE transmits, receives or stores PHI electronically, irrespective of whether any such transmission or reception constitutes an Electronic Transaction, BUSINESS ASSOCIATE agrees to conduct such transmissions, receptions and storage of PHI in a manner so as to be in full compliance with federal and state law, including but not limited to the final Security Standards and HITECH Act. BUSINESS ASSOCIATE agrees to comply with HIPAA Electronic Transaction Standards when communicating such data.

2.12 Disclosures Required By Law. Nothing provided in this Agreement is intended to limit or prohibit BUSINESS ASSOCIATE from disclosing any PHI within its possession in any manner required by federal or state law; provided however that BUSINESS ASSOCIATE shall, prior to making any such disclosure, provide notice of such intended disclosure to NLCMH / NHCM and sufficiently in advance of said disclosure such that NLCMH / NHCM shall have an opportunity to intervene to prohibit or restrict such disclosure at its discretion. Notice of any such request for disclosure of PHI that BUSINESS ASSOCIATE creates, transmits, receives, stores or otherwise maintains on behalf of NLCMH / NHCM shall be forwarded in writing to NLCMH / NHCM within two business days of the receipt of the request.

2.13 Responses to Individual Requests. BUSINESS ASSOCIATE agrees to provide NLCMH / NHCM or an Individual, in a time and manner designated by NLCMH / NHCM, information collected in accordance with Section 2.10 of this Agreement so as to permit NLCMH / NHCM to respond to a request by an Individual for an accounting of disclosures of PHI during the six (6) years prior to the date on which the accounting was requested, as required by 45 CFR §164.528.

**Business Associate Agreement:
Grand Traverse County Commission on Aging & NLCMH / NHCM**

3. NLCMH / NHCM OBLIGATIONS

3.1 HIPAA Compliance. NLCMH / NHCM agrees to maintain policies, procedures and documentation necessary to establish its continued compliance with the HIPAA Regulations as well as other applicable federal and state laws regarding the maintenance, use and disclosure of PHI and its right to provide BUSINESS ASSOCIATE with PHI within its possession and control.

3.2 Access to Policies and Procedures. NLCMH / NHCM agrees to provide BUSINESS ASSOCIATE, upon reasonable request, with copies of policies and procedures of NLCMH / NHCM which have been developed and implemented as part of NLCMH / NHCM's HIPAA compliance effort and to provide BUSINESS ASSOCIATE with adequate access to information regarding its electronic transmission and storage systems and capabilities as is necessary to enable BUSINESS ASSOCIATE to comply with its obligations under Article 2 of this Agreement.

3.3 Notices to BUSINESS ASSOCIATE. NLCMH / NHCM will notify BUSINESS ASSOCIATE of: (a) any limitations in its notice of privacy practices in accordance with 45 CFR §164.520 to the extent such limitation may affect BUSINESS ASSOCIATE's use or disclosure of PHI; (b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent such change may affect BUSINESS ASSOCIATE's use or disclosure of PHI; and (c) any restriction upon the use or disclosure of PHI that NLCMH / NHCM has agreed to in accordance with 45 CFR §164.522, to the extent such change may affect BUSINESS ASSOCIATE's use or disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. The initial Term of this Agreement shall begin on the Effective Date and shall terminate when all PHI provided to BUSINESS ASSOCIATE by NLCMH / NHCM, or created or received by BUSINESS ASSOCIATE on behalf of NLCMH / NHCM, is destroyed or returned to NLCMH / NHCM. If it is infeasible to return or destroy PHI, protections are extended to the PHI in accordance with the termination provisions in this Section.

4.2 Termination on Notice for Default. In the event NLCMH / NHCM has knowledge of a material breach by BUSINESS ASSOCIATE, NLCMH / NHCM shall either: (a) provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation and terminate the Agreement if BUSINESS ASSOCIATE does not cure the breach or end the violation within a reasonable period specified by NLCMH / NHCM; (b) immediately terminate the Agreement if BUSINESS ASSOCIATE has breached a material term and cure is not possible; or (c) if neither termination nor cure is feasible, report the violation to the Secretary.

4.3 Other Conditions Allowing for Immediate Termination. Notwithstanding anything to the contrary in the Agreement, NLCMH / NHCM may terminate the Agreement immediately upon written notice to BUSINESS ASSOCIATE, without any term of notice and/or judicial intervention being required, and without liability for such termination, in the event that:

4.3.1 BUSINESS ASSOCIATE receives (i) a criminal conviction, (ii) is excluded, barred or otherwise ineligible to participate in any government health care program,

Business Associate Agreement:

Grand Traverse County Commission on Aging & NLCMH / NHCM

including but not limited to Medicare, Medicaid, CHAMPUS or Tricare; (iii) is named as a defendant in a criminal proceeding for a violation of any information privacy and protection law; or (iv) is found to have or stipulates that it has violated any privacy, security or confidentiality protection requirements under any applicable information privacy and protection law in any administrative or civil proceeding in which BUSINESS ASSOCIATE has been joined;

4.3.2 A trustee or receiver is appointed for any or all property of BUSINESS ASSOCIATE;

4.3.3 BUSINESS ASSOCIATE becomes insolvent or unable to pay debts as they mature, or ceases to so pay, or makes an assignment for benefit of creditors;

4.3.4 Bankruptcy or insolvency proceedings under bankruptcy or insolvency code or similar law, whether voluntary or involuntary, are properly commenced by or against BUSINESS ASSOCIATE; or

4.3.5 BUSINESS ASSOCIATE is dissolved or liquidated or merged into another entity, unless the new entity and NLCMH / NHCM agree to the assumption of this Agreement by the new entity.

4.4 Effect of Termination.

4.4.1 Except as provided in paragraph 4.3.2 of this section, upon termination of the Agreement, for any reason, BUSINESS ASSOCIATE shall return or destroy all PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall retain no copies of the PHI.

4.4.2 In the event that return or destruction of the PHI is infeasible, BUSINESS ASSOCIATE shall extend the protections of the Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE maintains such PHI, or for six (6) years, whichever is longer.

4.5 Legislation; Actual or Threatened Actions. Upon either party having received a written opinion of reasonably qualified or experienced legal counsel, or written notice of proposed adverse action by a governmental agency concluding that the Agreement is likely to violate federal or state statutes or regulations, and upon the other party having been provided a written copy of same, and unless the parties can agree, within sixty (60) days, to adequate revision or amendment of this Agreement and their relationship, such that the parties are no longer at risk, this Agreement shall immediately terminate.

4.6 Effect of Multiple Parties. In the event there are more than two parties to this Agreement, the termination of this Agreement with respect to any one party shall **not** automatically terminate this Agreement with respect to the remaining parties.

**Business Associate Agreement:
Grand Traverse County Commission on Aging & NLCMH / NHCM**

5. MISCELLANEOUS COVENANTS

5.1 Assignment. Neither this Agreement nor any obligations imposed under this Agreement may be assigned by any party without the written consent of the other party.

5.2 Federal Government Access to Books and Records. To the extent required by the Social Security Act (and any regulations promulgated thereunder), until the expiration of six (6) years after the termination of this Agreement, the parties shall make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their authorized representatives, this Agreement and all books, documents and records that are necessary to certify the nature and extent of the financial relationships and obligations, use or disclosure of PHI called for with respect to this Agreement. Each party shall promptly notify the other, in writing, of any such request and provide the other with access to the same books, documents and records as are made available to the requester.

5.3 Confidentiality of Information. Subject to the requirements of the Freedom of Information Act and other applicable regulations governing the disclosure of information regarding the operations and business affairs of public entities, the business affairs and information of the parties including, without limitation, this Agreement, are confidential and neither party will discuss such matters with or disclose the contents of this Agreement to anyone who is not a trustee, officer, agent, or a fiduciary of either party having a need to know such information in performance of his/her duties under this Agreement, all of whom shall be subject to these provisions concerning confidentiality.

5.4 Entire Agreement. The Agreement constitutes the entire agreement of the parties with respect to the parties' compliance with federal and/or state health information confidentiality laws and regulations, as well as the parties' obligations under the business associate provisions of 45 C.F.R. parts 160 and 164. The Agreement supersedes all prior or contemporaneous written or oral memoranda, arrangements, contracts or understandings between the parties hereto relating to the same. The Agreement does not supersede any prior or contemporaneous written or oral memoranda, arrangements, contracts or understandings between the parties hereto relating to the confidentiality of other NLCMH / NHCM proprietary and/or confidential information that is not covered by the above laws relating to health information protection.

5.5 Electronic Transactions. BUSINESS ASSOCIATE hereby represents and warrants that, to the extent that it is electronically transmitting any of the HIPAA Transactions for NLCMH / NHCM, the format and structure of such transmissions shall be in compliance with the Electronic Transaction Standards.

5.6 Minimum Necessary. BUSINESS ASSOCIATE shall, if practicable, use, disclose, or request PHI in a limited data set, as that term is defined in 45 C.F.R. §164.514(e)(2). Otherwise, BUSINESS ASSOCIATE shall request from NLCMH / NHCM or a third party only the minimum amount of information necessary to perform services under the Agreement. BUSINESS ASSOCIATE shall develop, implement, maintain and use policies and procedures to limit uses and disclosures of PHI to the minimum necessary to perform services under the Agreement. BUSINESS ASSOCIATE shall determine what constitutes the minimum necessary PHI to accomplish the intended purpose of any disclosure and shall not rely on a request from a third party

Business Associate Agreement:

Grand Traverse County Commission on Aging & NLCMH / NHCM

being for the minimum necessary, except as allowed by amendments to the Privacy Rule pursuant to the HITECH Act.

5.7 Amendment. None of the terms and provisions of this Agreement and the exhibits and schedules attached (if any) may be modified or amended in any way except by an instrument in writing executed, on behalf of BUSINESS ASSOCIATE, by an official of BUSINESS ASSOCIATE appropriately authorized with respect to such execution, and on behalf of NLCMH / NHCM, by an official of the NLCMH / NHCM specifically authorized by its Board of Directors with respect to such execution.

5.8 Waiver. The failure by either party at any time to require the performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement nor prejudice either party with regard to any subsequent action.

5.9 Governing Law. This Agreement shall be interpreted and enforced under the laws of the State of Michigan applicable to contracts made and to be performed entirely within this state without giving effect to choice of law principles of such state. The parties irrevocably consent to the jurisdiction of and venue in the Circuit Court for Grand Traverse County, Michigan or the United States District Court for the Western District of Michigan to adjudicate any dispute or issues which may arise under this Agreement.

5.10 Interpretation. Any ambiguity in the Agreement shall be resolved to permit NLCMH / NHCM to comply with the Privacy Rule, Security Standards, Transaction Standards, and HITECH Act.

5.11 Indemnification. BUSINESS ASSOCIATE shall indemnify NLCMH / NHCM for any and all claims, inquiries, costs or damages, including but not limited to any monetary penalties, that NLCMH / NHCM incurs arising from a violation by BUSINESS ASSOCIATE of its obligations hereunder. In turn, NLCMH / NHCM shall indemnify BUSINESS ASSOCIATE for any and all claims, inquiries, costs or damages, including but not limited to any monetary penalties, that BUSINESS ASSOCIATE incurs arising from a violation by NLCMH/NHCM of its obligations hereunder.

5.12 Exclusion from Limitation of Liability. To the extent that BUSINESS ASSOCIATE has limited its liability under the terms of a separate agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude all damages to NLCMH / NHCM arising from BUSINESS ASSOCIATE's breach of its obligations relating to the use and disclosure of PHI.

5.13 Third Party Rights. The terms of the Agreement are not intended, nor should they be construed, to grant any rights to any parties other than BUSINESS ASSOCIATE and NLCMH / NHCM.

5.14 Severability. If any one or more of the provisions of this Agreement should be deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of

**Business Associate Agreement:
Grand Traverse County Commission on Aging & NLCMH / NHCM**

the remaining provisions contained in this Agreement shall not in any way be affected, impaired or prejudiced.

5.15 Force Majure. Neither party shall be liable to the other for any loss of business or any other damages caused by an interruption of this Agreement, when such interruption is due to: war, rebellion or insurrection; an act of god; fires; government statute, or regulation prohibiting the performance of this Agreement; strikes; labor stoppages; lock-outs or labor disputes to the extent such occurrences are not caused by the actions of the parties seeking relief under this Section; or any other causes beyond the reasonable control or anticipation of the parties.

5.16 Injunctive Relief. BUSINESS ASSOCIATE acknowledges and stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to the Agreement would cause irreparable harm to NLCMH / NHCM, and in such event, NLCMH / NHCM shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from BUSINESS ASSOCIATE costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Agreement.

5.17 Notice. All notices required under the Agreement shall be in writing and shall be deemed to have been given on the next day by fax or other electronic means or upon personal delivery, or in ten (10) days upon delivery in the mail, first class, with postage prepaid.

5.18 Owner of PHI. Under no circumstances shall BUSINESS ASSOCIATE be deemed in any respect to be the owner of any PHI used or disclosed by or to BUSINESS ASSOCIATE pursuant to the terms of the Agreement.

5.19 Section Headings. The section headings of this Agreement are for convenience of the parties only. They in no way alter, modify, amend, limit or restrict contractual obligations of the parties.

5.20 Counterparts. This Agreement and any amendments to it may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

5.21 Notices. Any notice or other communication required or permitted under this Agreement shall be provided to the following parties at the following locations, and shall be sufficiently given if in writing and delivered personally or sent by telex, telecopy or other wire transmission (with request for assurance in a manner typical with respective communications of that type), registered or certified mail (postage prepaid with return receipt requested):

**Business Associate Agreement:
Grand Traverse County Commission on Aging & NLCMH / NHCM**

BUSINESS ASSOCIATE: **Grand Traverse County Commission on Aging**
(Name & Address) **Rob Hentschel, Chair**
Traverse City, MI 49684

NLCMH / NHCM: **Darryl Washington, Ed. D**
Program Director
105 Hall Street, Suite D
Traverse City, MI 49684

The parties may change the address for notices, payments or statements by giving written notice of such address change in the manner described herein. Notices shall be deemed received: (i) on the date delivered, if delivered personally or by wire transmission; (ii) on the next business day after deposit with an overnight courier; or (iii) three (3) business days after being sent by registered or certified mail.

5.22 Cooperation. The provisions of this Agreement shall be self-operative and shall not require further agreement except as may be provided specifically herein to the contrary. However, each party shall, upon reasonable request, execute and deliver such other further documents and records as may be necessary to properly effectuate this Agreement, in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year herein above written.

NLCMH / NHCM
on Aging

Grand Traverse County Commission

Signature: _____

Signature: _____

Printed name: Karl V. Kovacs

Printed Name: Rob Hentschel

Title: Chief Executive Officer

Title: Chair

Date: _____

Date: _____

**NORTHERN HEALTH CARE MANAGEMENT
 (A DIVISION OF NORTHERN LAKES CMH AUTHORITY)
 SUBCONTRACTOR AGREEMENT FOR
 HOME & COMMUNITY BASED SERVICES FOR THE ELDERLY & DISABLED - MI CHOICE WAIVER**

PAHP Use Only:
 Contract Begin Date: 10/01/2019
 Contract End Date: 09/30/2021

PROVIDER'S NAME:	Grand Traverse County Commission on Aging
MAILING ADDRESS (Number and Street):	
P. O. BOX:	520 West Front Street
CITY:	Traverse City
STATE:	MI
ZIP CODE:	49684
PHONE NUMBER:	231-922-4688
FAX NUMBER:	231-929-1645
CONTACT PERSON (please print):	Rob Hentschel
TITLE (please print):	Chair
NPI NUMBER:	1447337811
FEIN NUMBER (IF APPLICABLE):	38-6004852
SOCIAL SECURITY NUMBER (IF APPLICABLE):	
E-Mail Address (please list):	

This Agreement between, Northern Lakes Community Mental Health/Northern Health Care Management, a designated PAHP (Prepaid Ambulatory Health Plan), and **Grand Traverse County Commission on Aging**, hereinafter referred to as Provider, is to promote the development of a comprehensive, coordinated service delivery system to meet the needs of individuals who are medically eligible for skilled nursing facility placement as established by the Michigan Department of Health and Human Services under the guidelines of the Federal Home and Community-Based Services Waiver for the Elderly and Disabled.

This Agreement provides a mechanism for the creation of an individualized network of community resources on a participant-by-participant basis, through the PAHP' MI Choice Waiver Program.

OBJECTIVES

- To promote the mutual goal of maximizing independent functioning of eligible adults through supports coordination.
- To maintain a climate of cooperation and consultation with and between agencies in order to achieve maximum efficiency and effectiveness among all agencies serving waiver participants.
- To avoid and/or reduce service duplication and fragmentation in the service area.
- To share information and resources, and advocate for the development of comprehensive community-based long term care services in the service area.
- To implement a Person-Centered process which supports the participant's choice and control of their lives in a community-based setting.

The parties of the Agreement will, whenever possible, provide technical assistance and consultation to each other on matters pertaining to actual service delivery; will share, as appropriate, the findings of research and results of service delivery; share relevant needs assessment information and activities so that the resources of concerned agencies may be maximized.

TERMS OF AGREEMENT

Northern Lakes CMH/Northern Health Care Management as the PAHP shall:

1. Provide comprehensive supports coordination and services to individuals who are medically eligible for institutionalization, financially eligible for Medicaid, and determined eligible for MI Choice Waiver services.
2. Provide prescreening of all individuals referred for the MI Choice Waiver program.
3. Conduct participant assessment, using tools provided by the Michigan Department of Health and Human Services.
4. Provide care plan development, in consultation with the participant, participant's physician, family, and inclusive of a determination of amount, scope, frequency and duration of all services required under the care plan.
5. Negotiate services, including the arrangement of all health and human services as outlined in the care plan that maximize all reimbursement sources available.
6. Authorize and provide reimbursement for services that are covered by the HCBS/ED Waiver.
7. Monitor care plan and track participant progress through direct observational visits and incorporate with any information received from Provider Agency observations.
8. Provide participant reassessment, and appropriate care plan modification as needed.
9. Provide technical assistance and training to the Provider, as requested and available.
10. Use prescreening and assessment tools developed and required by the Michigan Department of Health and Human Services, for use by PAHP MI Choice Waiver staff.
11. Acknowledge that no subcontract terminates the legal responsibility of the Waiver Agent (PAHP) to MDHHS to assure that all activities under the contract are performed.
12. Exclusively maintain the ownership and right of control of contract information and keep secure all contract records for a period of not less than seven years after the expiration or termination of this Agreement in a location that is readily accessible and preserves contract information.
13. Ensure that the participant is informed of all options available for home and community-based care, and respect and support the choice of options by the participant.

As a result of this Agreement, the Provider Agency shall:

1. Accept and serve on a priority basis MI Choice Participants referred to it by the PAHP (MI Choice Waiver) staff. Participants designated at highest risk are to be given utmost priority with back-up staffing available to serve those participants. Where openings do not exist in the Provider caseload, the Provider agrees to negotiate alternative arrangements with the MI Choice Waiver staff in order to meet the needs of the participant.
2. Accept the comprehensive assessment as completed by the PAHP (MI Choice Waiver) staff and refrain from conducting duplicative assessment or reassessment activities.
3. Provide service delivery as prescribed in the directions received from the PAHP (MI Choice Waiver) staff during service requisition.
4. Provide the PAHP (MI Choice Waiver) staff with regular, ongoing feedback, regarding participants referred for services.

5. Inform the PAHP (MI Choice Waiver) staff of the appropriate Provider contact person to be notified for care plan development and modification.
6. Notify the PAHP (MI Choice Waiver) staff if, for any reason, the Provider is unable to provide service to the MI Choice participant, as negotiated, or if a service is not provided as agreed to.
7. Comply with all licensing standards as may be prescribed, to assure quality of services delivered to MI Choice participants, to comply with all service standards and definitions as established by the Michigan Department of Health and Human Services and/or the PAHP.
8. Allow the PAHP, MDHHS and/or CMS (Center for Medicare/Medicaid) to evaluate, through inspection or other means, the quality, appropriateness and timeliness of services performed under this subcontractor agreement.
9. Maintain and operate a record system as deemed appropriate by the PAHP, for services, (Records are to be maintained for a period of not less than 7 years).
10. Notify PAHP staff if individual(s) being served pursuant to this agreement have or appear to have other coverage for benefits, and work with the PAHP to facilitate billing by PAHP for covered services.
11. Provide worker's compensation insurance and automobile insurance, where required, and accept full responsibility for payment of unemployment compensation premiums for worker's compensation and social security, as well as all income tax deductions and any other taxes or payroll deductions required by law for employees performing services under this subcontractor agreement.
12. Assure that MI Choice Waiver funds paid to the Provider through this agreement are only used to administer the waiver program according to the CMS approved waiver application including all amendments.
13. Not assign any interest in this program and not transfer any interest to any third party, without prior written consent of the PAHP.
14. Accept and implement all MI Choice Waiver management, fiscal, participant and other reporting requirements and shall maintain such records and accounts, including property, personnel and financial records, as deemed necessary by the PAHP to assure proper accounting of all funds expended in this program.
15. Indemnify, save, and hold harmless the PAHP and the Michigan Department of Health and Human Services, its officers, agents, and employees against any expense or liability, any and all claims and losses incurred by, or resulting to, any person, firm or corporation who may be injured or damaged by the Provider Agency in the performance of the waiver services service delivery, and to immediately notify the PAHP (MI Choice Waiver) staff if the Provider Agency becomes involved in, or is threatened with litigation related to any PAHP (MI Choice Waiver) participant.
16. Maintain in effect at all times during the course of this Agreement, insurance coverage as indicated and required by the Michigan Department of Health and Human Services. Further, Provider shall submit at the beginning of this Agreement and annually thereafter, Certificates of Insurance listing the PAHP as the "Certificate Holder" or "Additional Insured."
17. Protect participant confidentiality in accordance with the Health Insurance Portability and Accountability Act.
18. Designate a staff member available to receive any complaints from/about participants served, aid in filing the complaint(s), notify the PAHP of all complaints, and to work with the PAHP (MI Choice Waiver) staff to review and resolve all such complaints and otherwise insure that participant rights are protected in accordance with any Public Health Requirements, and any other applicable requirements.
19. Comply with the Equal Opportunity Requirements of Executive Order 1979-4 issued by the Governor on September 7, 1979, and Executive Order 1983-4 issued by the Governor on March 3, 1983; the Michigan

Handicappers' Civil Rights Act, P.A. 220 of 1976, as amended, and the Americans with Disabilities Act, P.L. 101-336, 1990.

20. As required by Section 1395x(V)(1) of Title 42 of the United States Code, until the expiration of four years after the termination of this agreement, shall make available upon request to the Secretary of the US Department of Health and Human Services or upon request of the Comptroller General of the US General Accounting Office, or any of their duly authorized representatives, a copy of this agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by the Contractor under this Agreement and verify the proper use and disclosure of confidential participant information.
21. Provide ongoing supervision and required training to staff as is indicated in the MDHHS/OSA Operating Standards for Service Programs.
22. Assure qualifications of staff by performing, at a minimum, criminal background and driving history checks.

Both Parties agree that:

1. The Provider is an independent contractor with respect to the PAHP, and that nothing in this agreement is intended to create an employer/employee relationship, a joint venture relationship, or any other relationship that allows the PAHP to exercise control or direction over the manner or method by which the Provider furnishes the services covered in this agreement. The services to be performed shall be provided in a manner consistent with all applicable laws, regulations, rules and standards governing such services, the provisions of the master contract with MDHHS, and the provisions of this agreement.
2. Subordinate to the master contract with MDHHS, periodic review may include amending the Agreement to reflect pertinent agreements that may be developed between the PAHP and other federal, state, and local agencies.
3. The PAHP retains the right to review, approve, and monitor the Provider's compliance with all rules, regulations, requirements applicable to the MI Choice Waiver program and that the PAHP, MDHHS, and CMS reserve the right, as a condition of funding, to require the development and implementation of corrective action plans if the subcontractor demonstrates inadequate performance.
4. This contract may be terminated prior to the expiration date by either party by giving sixty (60) days written notice to the other party by certified mail, except for circumstances in which federal, state or local resources for this program are reduced in which case termination of the contract requires thirty (30) days notice. Termination shall not relieve either party of any obligations incurred prior to the effective date of termination. In the event of the termination of this contract, the Provider agrees to promptly submit to the PAHP all information necessary for the reimbursement of any outstanding Medicaid claims, as requested.
5. This contract may be terminated with twenty-four hours notice based on any of the following actions on the Provider (Agency) or any member of its staff:
 - (1) Charges of gross misconduct of either a professional or personal nature.
 - (2) Suspension, restriction, or revocation of professional license or registration.
 - (3) Conviction of a crime, irrespective of whether such conviction is final.
 - (4) Is included in the Medicare/Medicaid list of providers who are suspended or excluded.
 - (5) Is the subject of an adverse action.
 - (6) Is determined to have committed a compliance violation.
 - (7) Fails to perform any services required in accordance with this agreement or standards of quality; or
 - (8) Violates PAHP policies and procedures after being given notice of failure to comply.
6. This contract is effective from 10/01/2019 through 09/30/2021, unless sooner terminated. Provider understands that this contract does not assure or imply continued funding beyond 09/30/2021. If neither party has informed the other party in writing that the contract will not be renewed and if the parties have not agreed to a new contract on before the expiration date, the contract shall automatically be extended on a month-to-month basis until a new contract is reached or the contract is terminated.

7. Privacy and Security: PAHP and Provider shall preserve the privacy and security of confidential participant information except as otherwise permitted or required by law. Where federal and state legal standards respecting disclosure of confidential participant information are in conflict, the stricter standard shall apply. PAHP and Provider shall have in place and observe policies and procedures for maintaining the privacy and security of confidential participant information and the prevention of its improper use or disclosure. At a minimum, policies and procedures shall be in place using the following:
 - (1) Mandatory use of consent forms for the use and disclosure of confidential participant information.
 - (2) A mechanism for accounting for use and disclosure of confidential participant information.
 - (3) Provisions for maintaining the privacy and security of confidential participant information to be included with PAHP and Provider Agency "business associates" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
 - (4) Notice to participants of privacy practices.
 - (5) Information systems data access restrictions; and
 - (6) Electronic mail restrictions; and
 - (7) Remote access restrictions.

Except to the extent required under this Agreement or by law, confidential participant information shall not be used or disclosed to any person not directly engaged in the provision of such services without:

- (8) The express written consent or authorization of the participant or legal representative.

With respect to confidential participant information acquired by Provider in consequence of its performance under this agreement, Provider agrees:

- (9) Not to use or further disclose confidential participant information except as otherwise required by law for any purpose not specified in this Agreement.
 - (10) Not to use or further disclose confidential participant information in a manner that would violate any provision of the Health Insurance and Portability and Accountability Act
 - (11) To use appropriate safeguards to prevent use or disclosure of confidential participant information not required by law or authorized by this Agreement.
 - (12) To report to PAHP any use or disclosure of confidential participant information as provided in 45 CFR 164.524 CFR 164.526.
 - (13) To permit participants the right to access and amend confidential participant information as provided in 45 CFR 164.524 and 45 CFR 164.526
 - (14) To make the Provider's internal practices, books and records relating to the use and disclosure of confidential participant information received from the PAHP available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with 45 CFR subpart E.
8. "Organized Health Care Arrangement": The PAHP and Provider may wish to designate themselves as an "Organized Health Care Arrangement" (OHCA) for purposes of compliance with HIPAA. To the extent that such an arrangement is allowed by law, and at the option of the PAHP, the Provider agrees to participate with the PAHP as part of such an Organized Health Care Arrangement.
 9. Assignment. No assignment or delegation of this Agreement or of any right or obligation hereunder shall be valid without specific written prior consent of both parties hereto, except that this Agreement may be assigned to any successor entity operating PAHP, which assignment shall forever release PAHP hereunder except for any obligations hereunder which accrued prior to the date of such assignment. Any attempted assignment or delegation or purported assignment or delegation by Provider in violation of this Section shall be void and of no force and effect and shall not operate to create any liability or performance obligation on the part of PAHP to any third party.
 10. **Grand Traverse County Commission on Aging** shall refrain from marketing its services in any form or fashion which states, suggests or otherwise infers access to the MI Choice Waiver Program. Failure to comply with this stipulation shall result in immediate suspension of the agreement and the initiation of formal termination of this agreement.

ADDENDUM A

Addendum A contains the Purchase of Services agreement.

ADDENDUM B

Addendum B includes the Provider’s assurance that its employees meet the minimum standards developed by the Michigan Department of Health and Human Services and the PAHP Northern Lakes CMH Authority/Northern Health Care Management.

ADDENDUM C

Addendum C includes the assurance that the Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended.

ADDENDUM D

Addendum D includes the assurance that the Provider will comply with the Department of Health and Human Services Regulations under Title VI of the Civil Rights Act of 1964, Michigan Handicappers Civil Rights Act of 1976, and the Elliot-Larsen Civil Rights Act of 1976.

ADDENDUM E

Addendum E contains the Priority Classification requirements for participants and services.

Provider signature on all Agreements and Assurances is binding for the term of the Agreement.

SIGNATURES

Signature of PAHP Representative

Karl V. Kovacs

Typed Name

C.E.O.

Title

Date

Signature of Provider (Agency) Representative

Rob Hentschel

Printed Name

Chair

Title

Date

**ADDENDUM A
PURCHASE OF SERVICE AGREEMENT**

PAHP Use Only:
Contract Begin Date: 10/01/2019
Contract End Date: 09/30/2021

This Agreement, effective **10/01/2019**, negotiated between the PAHP, Northern Lakes CMH Authority/Northern Health Care Management, and **Grand Traverse County Commission on Aging**, the Provider, outlines the services that may be purchased from the latter party.

SERVICES TO BE RENDERED

The PAHP may purchase services from the Provider if selected from the Direct Service Purchasing pool. Services are purchased at the levels specified in the MI Choice Waiver Plan of Care on a per participant basis as developed by the PAHP Supports Coordinator. Provider activities must meet service definitions and all standards presented in the Service Definitions and Standards, as established by the Michigan Department of Health and Human Services.

PAYMENT AND REPORTING

The Provider will receive payment for approved services delivered through a monthly reimbursement method. A monthly report is due by the 10th day of the month following the month in which services are provided and are being billed for. Checks are made payable to the Provider Agency each month upon receipt and approval of billing voucher by the PAHP. Bill vouchers received after the 15th day of the month will be processed with the next week's vouchers. No voucher will be accepted and hence payment will not be made on claims that are submitted more than 45 days following the end of the month of service. Exceptions will be made when coordination of benefits is an issue.

The following standards must be met for proper reporting of claims:

- (1) The claim arises out of a service that was properly authorized by the PAHP.
- (2) The claim arises out of a service that was properly documented by the provider; including the date service was rendered, in and out times, description of the service(s), and signature of the worker providing the service.
- (3) The claim arises out of a service that was provided economically and based on necessity.
- (4) The claim arises out of a service of that quality which meets MDHHS/OSA standards of care.
- (5) The claim is submitted in the format required by the PAHP.
- (6) The claim is complete; i.e. as submitted it contains all information that the PAHP deems necessary to process the claim for Medicaid.

The amount to be reimbursed is established from the charge or bid presented in this Agreement. The Provider must establish accessible record systems to verify all programmatic and fiscal information reported and make such records available for review by the PAHP staff and/or Michigan Department of Health and Human Services and/or CMS.

Provider may not bill consumers for the difference between the Providers charge and NLCMH/NHCM's rate for covered services. The Provider shall not seek nor accept additional supplemental payment from the consumer, his/her family, or representative in addition to the amount paid by NLCMH/NHCM. Provider agrees not to maintain any action against a consumer to collect sums that are owed to Provider under the terms of this contract, even in the event NLCMH/NHCM fails to pay, becomes insolvent, or otherwise breaches the terms and conditions of this contract. This section shall survive the termination of this contract, regardless of the cause of termination and shall be construed to be for the benefit of the consumer.

**ADDENDUM A
PURCHASE OF SERVICE AGREEMENT**

Grand Traverse County Commission on Aging is proposing to make the following services available for purchase by the PAHP using the cost per unit as indicated on the bid sheet (**in bold**):

HCPCS Code	SERVICE	To be billed as	Cost per unit
T1002	RN Services, up to 15 minutes	15 min.	\$ 10.00
T1003	LPN/LVN Services, up to 15 minutes	15 min.	\$ 10.00
S5150/S5151	Respite In-Home / (Night Rate & Per Diem TBD)	15 min.	\$ 4.25
S5102	Day Care Services, Adult, per diem	Per Diem	\$
S5110	Training (family)	15 min.	\$ 16.25
S5115	Training (non-family)	15 min.	\$ 16.25
S5120	Chore Services	15 min.	\$ 5.00
S5121	Chore Service per diem, i.e. 1x snow removal, snowplowing	Per Diem	\$ TBD
H0045	Respite Out-of-Home	Per Diem	\$
S5165	Home Modification/Environment Aids	Per Diem	\$ TBD
S5170	Home Delivered Meals - (hot, frozen, cold, liquid)	Per Meal	\$ 6.00
T2004	Public Transportation (pass)	Per Pass	\$
S0215	Private Transportation (per mile)	Per Mile	\$ 0.50
S5160	Personal Emergency Response - Installation	1x Install	\$
S5161	Personal Emergency Response - Monthly Fee	Per Month	\$
S5162	Personal Emergency Response System: purchase only	1 x Purchase	\$
99510	Counselor/Social Worker	Per Hour	\$ 95.00
	Durable Medical Equipment	Per Item	TBD
	Medical Supplies	Per Item	TBD
H2015	Comprehensive Community Living Support Services	15 min	\$ 4.35
H2016	Comprehensive Community Living Support Services	Per Diem	\$ PCP

LENGTH OF AGREEMENT

Fiscal Year **2020 through 2021**. Approved Period: From **10/01/2019** to **09/30/2021**

SIGNATURES

Signature of PAHP Representative

Karl V. Kovacs

Typed Name

C.E.O.

Title

Date

Signature of Provider (Agency) Representative

Rob Hentschel

Printed Name

Chair

Title

Date

ADDENDUM B

MINIMUM STANDARDS ASSURANCE

PAHP Use Only:
Contract Begin Date: 10/01/2019
Contract End Date: 09/30/2021

Any service purchased by the PAHP must be in compliance with the Michigan Department of Health and Human Services and PAHP service definitions, unit definition, and minimum standards of operation.

As a Provider for the PAHP, **Grand Traverse County Commission on Aging**:

HEREBY ASSURES the persons involved in implementing the Subcontractor Agreement have read the MDHHS/OSA minimum standards for each of the services which may be purchased by the PAHP from the Provider.

FURTHERMORE, the Provider assures that it is completely in compliance with all MDHHS/OSA standards for the following services and will maintain compliance with these standards throughout the term of this Agreement.

Grand Traverse County Commission on Aging, the Provider is proposing to make the following services available for purchase by the PAHP (**in bold**):

- T1002 RN Services
- T1003 LPN/LVN Services
- S5150/S5151 Respite In-Home
- S5102 Day Care Services, Adult
- S5110 Training (family)
- S5115 Training (non-family)
- S5120 Chore Service
- S5121 Chore Service Per Diem (per job)
- H0045 Respite Out-of-Home
- S5165 Home Modification/Environment Aids
- S5170 Home Delivered Meals - (all meals)
- T2004 Public Transportation (pass)
- S0215 Private Transportation (per mile)
- S5160 Personal Emergency Response - Installation
- S5161 Personal Emergency Response - Monthly Fee
- S5162 Personal Emergency Response System – Purchase Only
- 99510 Counselor/Social Worker
- xxxxx Durable Medical Equipment
- xxxxx Medical Supplies
- H2015/H2016 Comprehensive Community Living Support Services

ADDENDUM B
MINIMUM STANDARDS ASSURANCE

FURTHERMORE, Grand Traverse County Commission on Aging, the Provider assures that it possesses insurance coverage as required by the Michigan Department of Health and Human Services in the Service Standards/Definitions and that a "Certificate of Insurance" designating the PAHP as "Additional Insured" is included as an appendix to this Agreement. The Provider understands that service purchasing cannot begin until such time as the PAHP has in its possession such a Certificate of Insurance.

This assurance is given in consideration of and for the purpose of obtaining Federal or State funds through a purchase of service arrangement with the PAHP. The Provider recognizes and agrees that any approved financial assistance will be extended based on agreements made in this assurance and that the PAHP shall have the right to seek enforcement of this assurance.

This assurance is binding on the Provider, its successors, transferees, and assignees.

SIGNATURES

Signature of PAHP Representative

Karl V. Kovacs
Typed Name

C.E.O.
Title

Date

Signature of Provider (Agency) Representative

Rob Hentschel
Printed Name

Chair
Title

Date

ADDENDUM C

**ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973,
AS AMENDED**

PAHP Use Only:
Contract Begin Date: 10/01/2019
Contract End Date: 09/30/2021

Grand Traverse County Commission on Aging, the Provider who receives funds from Michigan Department of Health and Human Services, HEREBY AGREES THAT it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29, USC 794), all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84) and all guidelines and interpretations issued pursuant thereto.

Pursuant to 84.5(a) of the regulation (45 CFR 84.5(a)) the Provider gives this Assurance in consideration of, and for the purpose of, obtaining any and all grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other financial assistance extended by the above noted Department after the date of this assurance, including payment of other assistance made after such date on applications for financial assistance that were approved before such date. The Provider recognizes and agrees that such financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the above noted Department will have the right to enforce this Assurance through lawful means. This Assurance is binding on the Provider, its successors, transferees, and assignees, and the person or persons whose signature appears below as authorized to sign this Assurance on behalf of the Provider.

This Assurance obligates the Provider for the period during which federal financial assistance is extended to by the above noted Department of the State of Michigan, or, where the assistance is in the form of real or personal property, for the period in 84.5(b) of the regulation.

I certify that the above stated information is complete and correct to the best of my knowledge.

SIGNATURE

Signature of Provider (Agency) Representative

Chair _____
Title

Date

ADDENDUM D
ASSURANCE OF COMPLIANCE WITH HHS REGULATIONS

PAHP Use Only:
Contract Begin Date: 10/01/2019
Contract End Date: 09/30/2021

Grand Traverse County Commission on Aging, the Provider who receives funds from the Michigan Department of Health and Human Services HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.A. 88-352), the Michigan Handicappers Civil Rights Act of 1976 (P.A. 220), and the Elliot-Larsen Civil Rights Act of 1976 (P.A. 453, Section 209) and will comply with the requirements imposed by, or pursuant to, the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that Title to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider Agency received federal or state financial assistance from the PAHP, and HEREBY GIVES ASSURANCE that it will immediately take measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal or state financial assistance extended to the Provider by the PAHP, this Assurance shall obligate the Provider for the period during which said property or structure is used for a purpose for which federal and state financial assistance is extended. This Assurance further certifies that the Provider has no other commitments or obligations that are inconsistent with compliance of these and any other pertinent federal or state regulations and policies, and that any other agency, organization, or party that participated in this project shall have not such commitments or obligations, and all activities shall not run counter to the purpose and intent of the Agreement.

This Assurance is given in consideration of, and for the purpose of, obtaining any and all grants, loans, contracts, property, discounts, or other financial assistance extended after the date of this assurance, including payment of other assistance made after such date on applications for financial assistance that were approved before such date. The Provider recognizes and agrees that such financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the above noted Department will have the right to enforce this Assurance through lawful means. This Assurance is binding on the Provider, its successors, transferees, and assignees, and the person or persons whose signature appears below as authorized to sign this Assurance on behalf of the Provider.

SIGNATURE

Signature of Provider (Agency) Representative

Chair
Title

Date

ADDENDUM E

PAHP Use Only: _____ Contract Begin Date: 10/01/2019 Contract End Date: 09/30/2021

Northern Health Care Management has an established participant priority classification ranking. This ranking classifies the need for delivery of services at exact times and on exact day/dates as authorized by the program staff. It identifies those participants who are "at risk" when there is a situation that is created by the absence of scheduled services. Staff will communicate the participant's priority ranking to each provider at the time of the service referral/arrangement. This ranking will also be listed beside each service ordered on the Purchase of Services form.

The priority ranking is subject to supports coordinator review and possible revision on an on-going basis. This classification ranking assists **Grand Traverse County Commission on Aging** in planning for unforeseen circumstances that may interfere with delivery of services. Unforeseen circumstances may include inclement weather emergencies, transportation failures and illness of staff affecting service provision. Following are the general principles of using the Priority Classification System:

1. The provider is responsible for assuring that all participants receive services as authorized by the NHCM Care Management staff.
2. The provider must notify the participant who is to receive a new caregiver, or a change in service appointment time, of the change prior to implementing the change.
3. The provider must report changes in service appointment times to the NHCM Supports coordinators. Based on the participant ranking, the Priority Classification Chart identifies the time frame for reporting these changes.
4. At no time should this classification be used by the provider to determine that a participant can receive fewer hours of service in one week than authorized by the Supports Coordinator.

In a staffing emergency, staffing for "Not at Risk" participants may be altered but the time must be rescheduled at a time agreeable with the participant.

Participant Priority Classification	Service Priority	Communication Expectations
<p>Priority Status: "AT RISK" If service is not delivered as authorized, the person's health and welfare would be at immediate risk. Criteria for classification include one or more of the following: <i>No capable or willing informal caregiver and</i> -Terminal Illness -Skin lesions (stage 2 or 3) -Dementia -Bedfast or non-ambulatory without assist -Diabetic requiring meal preparation and/or dispensing of insulin -Wheelchair bound requiring only partial assistance with transfers - Ambulatory but intermittently confused - Lives alone and has an inconsistent or unstable support system - Informal caregiver works during the time of service delivery - Informal caregiver at risk and needs relief</p>	<p>Priority Status: "AT RISK" Participants must receive delivery of service as authorized by the supports coordinator irrespective of unforeseen staffing circumstances. Participants shall receive preference over all other participants for delivery of service as authorized.</p>	<p>Priority Status: "AT RISK" Service must be prioritized. If service cannot be provided as authorized, provider must communicate immediately by telephone with a Supports coordinator and implement back-up to render service immediately.</p>
<p>Priority Status: "Not at Risk" If service is not delivered as ordered the person's health and welfare could be at risk. Criteria for this classification include one or more of the following: -Can partially meet own needs -Has a responsive informal support system even if living alone, that could be mobilized on a short term basis -Caregiver needs relief but could provide care</p>	<p>Priority Status: "Not at Risk" Participants shall receive services in the amount and frequency authorized but may have the time of day or week altered in the unforeseen circumstances resulting in a staffing emergency.</p>	<p>Priority Status: "Not at Risk" If service cannot be delivered as authorized, provider must call Supports coordinator if provider will be unable to reschedule the shift for later in the same week.</p>

 Signature of Provider Agency Representative

 Chair
 Title

 Date

Northern Health Care Management

(A Division of Northern Lakes CMH Authority)

Agency Billing Provider Certification Fiscal Year 2020 – FY 2021

Provider Name: Grand Traverse County Commission on Aging

Provider NPI or Tax ID Number: 1447337811 38-6004852

By signing this statement, I, the provider representative, certify that I am responsible for the accuracy and completeness of all claims transmitted to MDCH by Northern Health Care Management and their billing agent.

I acknowledge that my signature on this document to support submission of claims will indicate my organization's agreement to abide by the rules and regulations for all purposes related to Title XIX (Medicaid) reimbursement by the MDCH, including any administrative, civil and/or criminal action(s) relating to my participation in the Medicaid program. A lack of my Waiver Agent's or billing agent representative's signature on claims made on my behalf shall not be used to avoid criminal and/or civil responsibility.

This document will be kept on file to certify expenditures submitted to Northern Health Care Management for reimbursement and for reference when bills are submitted.

Name (please print): Rob Hentschel

Title: Chair

Signature: _____

Date of Signature: _____

Center for Information Management, Inc.



Action Request

Meeting Date:	9/4/19		
Department:	Commission on Aging	Submitted By:	Cindy Kienlen
Contact E-Mail:	ckienlen@grandtraverse.org	Contact Telephone:	231-9956201
Agenda Item Title:	Snow Removal Vendor contracts		
Estimated Time:	<input type="text"/>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

Request for Proposal placed on Bidnet for 30 days for snow removal vendors. Sealed envelopes from four vendors opened on August 19, 2019. Requesting approval and signature for the four vendor contracts from Mark Ayers (Mark Ayers Plowing and Carpentry, LLC), Leslie Wray (Leslie's Landscaping), Nate McManus (Oliver and Company), and Josh Merchant (Cuttin' It Close).

Suggested Motion:

Request to approve the four attached snow removal vendor contracts.

Financial Information:

Total Cost: \$112,500	General Fund Cost: 0	Included in budget: <input checked="" type="radio"/> Yes <input type="radio"/> No
-----------------------	----------------------	---

If not included in budget, recommended funding source:

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

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date:

Miscellaneous:

Attachments:

Attachment Titles:

RESOLUTION

XX-2019

Commissioner on Aging – Snow Vendor Contracts

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on September 4, 2019 and reviewed request from the Commission on Aging Director to approve vendor contracts for snow plowing services for our clients; and,

WHEREAS, The Commission on Aging is contracting with four (4) vendors that meet County guidelines, to provide snow plowing services to our clients; and,

WHEREAS, Commission on Aging clients are allowed up to \$750 per household for this service and the vendors bill the County on a monthly basis and the 2019 includes \$112,500 to cover these service; and,

WHEREAS, the contract have been reviewed and approved by Civil Counsel; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approves the vendor contracts for snow plowing services for Commission on Aging clients.

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: September 4, 2019



520 W. Front Street, Suite B
Traverse City, MI 49684
231-922-4688 Phone
231-929-1645 Fax

**HOME CHORE SNOW REMOVAL – VENDOR SERVICES PROGRAM
VENDOR AGREEMENT**

This vendor agreement is made between the Grand Traverse County Commission on Aging, 520 W. Front Street, Suite B, Traverse City MI 49684 ("GTCOA"), and the following home services vendor ("Vendor"):

Nate Mullanus

(Name of Individual)

13277 Blue Shore Dr. Traverse City, MI 49686

(Address of Individual)

Oliver and company

(Business Name)

13277 Blue Shore Dr. Traverse City, MI 49686

(Business Address)

The parties agree as follows:

1. Vendor Responsibilities

- a. Vendor agrees to track client charges and bill the client for any services provided over and above the client's \$750 limit.
- b. Vendor agrees that they will provide snow removal service for clients for the season. Services include snow plowing and/or snow blowing, shoveling of sidewalks and mailboxes and spreading salt on sidewalks (provided by the client). Vendor to provide spring clean-up after final snowmelt. Including but not limited to lawn repair and/or gravel removal created from snow removal equipment. No other services shall be charged to the Commission on Aging.

- c. Vendor agrees to be included in a brochure listing vendors available to perform snow removal for persons seeking such services through the GTCOA.
- d. Vendor agrees that it may not act as both vendor and customer and that GTCOA shall not be responsible for asking any payment where vendor acts as its own customer.
- e. Vendor shall submit a W-9 (request for taxpayer identification number and certification) to GTCOA prior to submitting any bill for payment.
- f. Vendor agrees to provide at any time any and all of the following records if requested by GTCOA:
 - Proof of liability, automobile and worker's compensation insurance.
 - Proof of any necessary license(s).
 - Proof of FBI criminal background check of all employees who may perform work on site
- g. Vendor agrees to provide a bill for the services detailing the date, client name, client address, service provided, and charge to the GTCOA by the 4th of the following month that the service was provided. Vendor to include a copy of client's monthly calendar showing dates of service.
- h. Vendor agrees to provide proof that an FBI criminal background check has been performed for any new employee who may perform work on site prior to that employee performing any work as part of this agreement. Vendor agrees to immediately report to the GTCOA any information of any arrest or conviction of any of the Vendor's employees who may perform work on site. Vendor agrees to periodic on-site inspection of its business by GTCOA employees for the purposes of verifying any information that is required of Vendor as part of this agreement.
- i. Vendor agrees, at its own expense, protect, defend, indemnify and hold harmless Grand Traverse County, its elected and appointed officers, employees, volunteers and agents from any and all damages, costs and expenses they may incur as a result of any activities of the Vendor, its officers, employees, or agents that may arise out of this Agreement or services rendered to participants in the Home Chore Snow Removal Vendor Services Program.

- j. Independent Owner/Operator. Vendor and its employees are neither employees nor contractors of Grand Traverse County. Liability insurance shall be the responsibility of the vendor.
- k. Vendor understands that being included in the GTCOA pool of snow removal home chore vendors, qualified to accept clients, does not guarantee that Vendor will be called upon to provide this service to GTCOA clients or that Vendor will receive any amount of funds as a result of this Agreement.
- l. Vendor shall notify GTCOA immediately, if for any reason, it will be unable to continue to provide services.

2. County Responsibilities

GTCOA shall pay Vendor up to \$750 for snow removal services provided to clients who have chosen them to be their vendor. Any costs above the \$750 will be at the client's expense.

3. Payment

Invoices shall be due at the time of receipt.

4. Term

The term of this Agreement is from October 1, 2019 until the final snow melts in the spring of 2020, unless terminated in accordance with the terms of this agreement.

5. Termination

This agreement may be terminated by either party without cause upon giving proper notice to the non-terminating party at least 30 days prior to the termination date. This agreement shall be subject to immediate termination if either party breaches any of the conditions provided in sections 1 and 2 of this agreement.

6. Notices

All notices shall be made to the other party in writing, by first class mail, and to the following address:

If to County: Grand Traverse County Commission on Aging
520 W. Front Street, Suite B
Traverse City, MI 49684

If to Vendor: Nate McManus
Vendor Name
Oliver and Company Property Solutions
Vendor Business Name
13277 Blue Shore Dr
Traverse City, MI 49686
Vendor Business Address

7. Effective Date

This agreement is effective upon execution by both parties.

The parties have executed this agreement on the dates below.

For Grand Traverse County Commission on Aging:

By: _____ Date: _____
Grand Traverse County Administrator

For Vendor:

Name: Nate McManus
Title: Owner
Company Name: Oliver and Company
By: [Signature] Date: 7/31/19

AGENCY CUSTOMER ID: 1903546

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER		Oliver and Company Property Solutions	
CARRIER		15712 Smokey Hollow Rd	
NAIC CODE		Traverse City, MI 49686	
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

**HOME CHORE SNOW REMOVAL – VENDOR SERVICES PROGRAM
VENDOR AGREEMENT**

This vendor agreement is made between the Grand Traverse County Commission on Aging, 520 W. Front Street, Suite B, Traverse City MI 49684 ("GTCOA"), and the following home services vendor ("Vendor"):

Josh Merchant

(Name of Individual)

8188 Kingsley Rd. Kingsley, MI 49649

(Address of Individual)

Cuttin' it Close LLC

(Business Name)

8188 Kingsley Rd. Kingsley, MI 49649

(Business Address)

The parties agree as follows:

1. Vendor Responsibilities

- a. Vendor agrees to track client charges and bill the client for any services provided over and above the client's \$750 limit.
- b. Vendor agrees that they will provide snow removal service for clients for the season. Services include snow plowing and/or snow blowing, shoveling of sidewalks and mailboxes and spreading salt on sidewalks (provided by the client). Vendor to provide spring clean-up after final snowmelt. Including but not limited to lawn repair and/or gravel removal created from snow removal equipment. No other services shall be charged to the Commission on Aging.

- c. Vendor agrees to be included in a brochure listing vendors available to perform snow removal for persons seeking such services through the GTCOA.
- d. Vendor agrees that it may not act as both vendor and customer and that GTCOA shall not be responsible for asking any payment where vendor acts as its own customer.
- e. Vendor shall submit a W-9 (request for taxpayer identification number and certification) to GTCOA prior to submitting any bill for payment.
- f. Vendor agrees to provide at any time any and all of the following records if requested by GTCOA:
 - Proof of liability, automobile and worker's compensation insurance.
 - Proof of any necessary license(s).
 - Proof of FBI criminal background check of all employees who may perform work on site
- g. Vendor agrees to provide a bill for the services detailing the date, client name, client address, service provided, and charge to the GTCOA by the 4th of the following month that the service was provided. Vendor to include a copy of client's monthly calendar showing dates of service.
- h. Vendor agrees to provide proof that an FBI criminal background check has been performed for any new employee who may perform work on site prior to that employee performing any work as part of this agreement. Vendor agrees to immediately report to the GTCOA any information of any arrest or conviction of any of the Vendor's employees who may perform work on site. Vendor agrees to periodic on-site inspection of its business by GTCOA employees for the purposes of verifying any information that is required of Vendor as part of this agreement.
- i. Vendor agrees, at its own expense, protect, defend, indemnify and hold harmless Grand Traverse County, its elected and appointed officers, employees, volunteers and agents from any and all damages, costs and expenses they may incur as a result of any activities of the Vendor, its officers, employees, or agents that may arise out of this Agreement or services rendered to participants in the Home Chore Snow Removal Vendor Services Program.

- j. Independent Owner/Operator. Vendor and its employees are neither employees nor contractors of Grand Traverse County. Liability insurance shall be the responsibility of the vendor.
- k. Vendor understands that being included in the GTCOA pool of snow removal home chore vendors, qualified to accept clients, does not guarantee that Vendor will be called upon to provide this service to GTCOA clients or that Vendor will receive any amount of funds as a result of this Agreement.
- l. Vendor shall notify GTCOA immediately, if for any reason, it will be unable to continue to provide services.

2. County Responsibilities

GTCOA shall pay Vendor up to \$750 for snow removal services provided to clients who have chosen them to be their vendor. Any costs above the \$750 will be at the client's expense.

3. Payment

Invoices shall be due at the time of receipt.

4. Term

The term of this Agreement is from October 1, 2019 until the final snow melts in the spring of 2020, unless terminated in accordance with the terms of this agreement.

5. Termination

This agreement may be terminated by either party without cause upon giving proper notice to the non-terminating party at least 30 days prior to the termination date. This agreement shall be subject to immediate termination if either party breaches any of the conditions provided in sections 1 and 2 of this agreement.

6. Notices

All notices shall be made to the other party in writing, by first class mail, and to the following address:

If to County: Grand Traverse County Commission on Aging
520 W. Front Street, Suite B
Traverse City, MI 49684

If to Vendor: Josh Merchant
Vendor Name
Cuttin' It Close outdoor LLC
Vendor Business Name
8188 Kingsley Rd
Kingsley, MI 49649
Vendor Business Address

7. Effective Date

This agreement is effective upon execution by both parties.

The parties have executed this agreement on the dates below.

For Grand Traverse County Commission on Aging:

By: _____ Date: _____
Grand Traverse County Administrator

For Vendor:

Name: _____

Title: _____

Company Name: _____

By: _____ Date: _____



520 W. Front Street, Suite B
Traverse City, MI 49684
231-922-4688 Phone
231-929-1645 Fax

**HOME CHORE SNOW REMOVAL – VENDOR SERVICES PROGRAM
VENDOR AGREEMENT**

This vendor agreement is made between the Grand Traverse County Commission on Aging, 520 W. Front Street, Suite B, Traverse City MI 49684 ("GTCOA"), and the following home services vendor ("Vendor"):

(Name of Individual)

(Address of Individual)

Mary Ann's Plowing and Carpentry LLC
(Business Name)

4814 Shornapple Lane

Traverse City, MI 49685
(Business Address)

The parties agree as follows:

1. Vendor Responsibilities

- a. Vendor agrees to track client charges and bill the client for any services provided over and above the client's \$750 limit.
- b. Vendor agrees that they will provide snow removal service for clients for the season. Services include snow plowing and/or snow blowing, shoveling of sidewalks and mailboxes and spreading salt on sidewalks (provided by the client). Vendor to provide spring clean-up after final snowmelt. Including but not limited to lawn repair and/or gravel removal created from snow removal equipment. No other services shall be charged to the Commission on Aging.

- c. Vendor agrees to be included in a brochure listing vendors available to perform snow removal for persons seeking such services through the GTCOA.
- d. Vendor agrees that it may not act as both vendor and customer and that GTCOA shall not be responsible for asking any payment where vendor acts as its own customer.
- e. Vendor shall submit a W-9 (request for taxpayer identification number and certification) to GTCOA prior to submitting any bill for payment.
- f. Vendor agrees to provide at any time any and all of the following records if requested by GTCOA:
 - Proof of liability, automobile and worker's compensation insurance.
 - Proof of any necessary license(s).
 - Proof of FBI criminal background check of all employees who may perform work on site
- g. Vendor agrees to provide a bill for the services detailing the date, client name, client address, service provided, and charge to the GTCOA by the 4th of the following month that the service was provided. Vendor to include a copy of client's monthly calendar showing dates of service.
- h. Vendor agrees to provide proof that an FBI criminal background check has been performed for any new employee who may perform work on site prior to that employee performing any work as part of this agreement. Vendor agrees to immediately report to the GTCOA any information of any arrest or conviction of any of the Vendor's employees who may perform work on site. Vendor agrees to periodic on-site inspection of its business by GTCOA employees for the purposes of verifying any information that is required of Vendor as part of this agreement.
- i. Vendor agrees, at its own expense, protect, defend, indemnify and hold harmless Grand Traverse County, its elected and appointed officers, employees, volunteers and agents from any and all damages, costs and expenses they may incur as a result of any activities of the Vendor, its officers, employees, or agents that may arise out of this Agreement or services rendered to participants in the Home Chore Snow Removal Vendor Services Program.

- j. Independent Owner/Operator. Vendor and its employees are neither employees nor contractors of Grand Traverse County. Liability insurance shall be the responsibility of the vendor.
- k. Vendor understands that being included in the GTCOA pool of snow removal home chore vendors, qualified to accept clients, does not guarantee that Vendor will be called upon to provide this service to GTCOA clients or that Vendor will receive any amount of funds as a result of this Agreement.
- l. Vendor shall notify GTCOA immediately, if for any reason, it will be unable to continue to provide services.

2. County Responsibilities

GTCOA shall pay Vendor up to \$750 for snow removal services provided to clients who have chosen them to be their vendor. Any costs above the \$750 will be at the client's expense.

3. Payment

Invoices shall be due at the time of receipt.

4. Term

The term of this Agreement is from October 1, 2019 until the final snow melts in the spring of 2020, unless terminated in accordance with the terms of this agreement.

5. Termination

This agreement may be terminated by either party without cause upon giving proper notice to the non-terminating party at least 30 days prior to the termination date. This agreement shall be subject to immediate termination if either party breaches any of the conditions provided in sections 1 and 2 of this agreement.

6. Notices

All notices shall be made to the other party in writing, by first class mail, and to the following address:

If to County: Grand Traverse County Commission on Aging
520 W. Front Street, Suite B
Traverse City, MI 49684

If to Vendor: Mark Ayers Plowing and Carpentry LLC
Vendor Name
48M Shornapple Lane
Vendor Business Name
Traverse City, MI 49685
Vendor Business Address

7. Effective Date

This agreement is effective upon execution by both parties.

The parties have executed this agreement on the dates below.

For Grand Traverse County Commission on Aging:

By: _____ Date: _____
Grand Traverse County Administrator

For Vendor:

Name: Mark Ayers Plowing and Carpentry LLC

Title: Mark Ayers President

Company Name: _____

By: Mark Ayers Date: 8-1-19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Peterson McGregor & Associates
1368 Business Park Dr
Traverse City MI 49686

CONTACT NAME: Chelsea King
PHONE (A/C, No, Ext): 231-944-7029 **FAX (A/C, No):** 231-922-7275
E-MAIL ADDRESS: cking@team-pma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Michigan Insurance Company	10857
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MARAY-1
Mark Ayers Plowing & Carpentry LLC
4814 Thornapple Ln
Traverse City MI 49685

COVERAGES

CERTIFICATE NUMBER: 1635650013

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPJ9216010	5/28/2019	5/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CCJ9216010	5/28/2019	5/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / <input type="checkbox"/> A	WCA9216010	5/28/2019	5/28/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Grand Traverse Commission on Aging
520 W Front St, #B
Traverse City MI 49684

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

**HOME CHORE SNOW REMOVAL – VENDOR SERVICES PROGRAM
VENDOR AGREEMENT**

This vendor agreement is made between the Grand Traverse County Commission on Aging, 520 W. Front Street, Suite B, Traverse City MI 49684 ("GTCOA"), and the following home services vendor ("Vendor"):

Lesley Wray
(Name of Individual)

304 W 13th ST Traverse City mi. 49684
(Address of Individual)

Lesley's Landscaping
(Business Name)

304 W 13th ST

Traverse City, mi. 49684
(Business Address)

The parties agree as follows:

1. Vendor Responsibilities

- a. Vendor agrees to track client charges and bill the client for any services provided over and above the client's \$750 limit.
- b. Vendor agrees that they will provide snow removal service for clients for the season. Services include snow plowing and/or snow blowing, shoveling of sidewalks and mailboxes and spreading salt on sidewalks (provided by the client). Vendor to provide spring clean-up after final snowmelt. Including but not limited to lawn repair and/or gravel removal created from snow removal equipment. No other services shall be charged to the Commission on Aging.

- c. Vendor agrees to be included in a brochure listing vendors available to perform snow removal for persons seeking such services through the GTCOA.
- d. Vendor agrees that it may not act as both vendor and customer and that GTCOA shall not be responsible for asking any payment where vendor acts as its own customer.
- e. Vendor shall submit a W-9 (request for taxpayer identification number and certification) to GTCOA prior to submitting any bill for payment.
- f. Vendor agrees to provide at any time any and all of the following records if requested by GTCOA:
 - Proof of liability, automobile and worker's compensation insurance.
 - Proof of any necessary license(s).
 - Proof of FBI criminal background check of all employees who may perform work on site
- g. Vendor agrees to provide a bill for the services detailing the date, client name, client address, service provided, and charge to the GTCOA by the 4th of the following month that the service was provided. Vendor to include a copy of client's monthly calendar showing dates of service.
- h. Vendor agrees to provide proof that an FBI criminal background check has been performed for any new employee who may perform work on site prior to that employee performing any work as part of this agreement. Vendor agrees to immediately report to the GTCOA any information of any arrest or conviction of any of the Vendor's employees who may perform work on site. Vendor agrees to periodic on-site inspection of its business by GTCOA employees for the purposes of verifying any information that is required of Vendor as part of this agreement.
- i. Vendor agrees, at its own expense, protect, defend, indemnify and hold harmless Grand Traverse County, its elected and appointed officers, employees, volunteers and agents from any and all damages, costs and expenses they may incur as a result of any activities of the Vendor, its officers, employees, or agents that may arise out of this Agreement or services rendered to participants in the Home Chore Snow Removal Vendor Services Program.

- j. Independent Owner/Operator. Vendor and its employees are neither employees nor contractors of Grand Traverse County. Liability insurance shall be the responsibility of the vendor.
- k. Vendor understands that being included in the GTCOA pool of snow removal home chore vendors, qualified to accept clients, does not guarantee that Vendor will be called upon to provide this service to GTCOA clients or that Vendor will receive any amount of funds as a result of this Agreement.
- l. Vendor shall notify GTCOA immediately, if for any reason, it will be unable to continue to provide services.

2. County Responsibilities

GTCOA shall pay Vendor up to \$750 for snow removal services provided to clients who have chosen them to be their vendor. Any costs above the \$750 will be at the client's expense.

3. Payment

Invoices shall be due at the time of receipt.

4. Term

The term of this Agreement is from October 1, 2019 until the final snow melts in the spring of 2020, unless terminated in accordance with the terms of this agreement.

5. Termination

This agreement may be terminated by either party without cause upon giving proper notice to the non-terminating party at least 30 days prior to the termination date. This agreement shall be subject to immediate termination if either party breaches any of the conditions provided in sections 1 and 2 of this agreement.

6. Notices

All notices shall be made to the other party in writing, by first class mail, and to the following address:

If to County: Grand Traverse County Commission on Aging
520 W. Front Street, Suite B
Traverse City, MI 49684

If to Vendor: Lesley's Landscaping
Vendor Name
Lesley's Landscaping
Vendor Business Name
304 W 13th ST
Traverse City, MI 49684
Vendor Business Address

7. Effective Date

This agreement is effective upon execution by both parties.

The parties have executed this agreement on the dates below.

For Grand Traverse County Commission on Aging:

By: _____ Date: _____
Grand Traverse County Administrator

For Vendor:

Name: Lesley Wray
Title: Owner
Company Name: Lesley's Landscaping
By: Lesley Wray Date: 8-1-19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johnson & Associates Insurance 3819 North Four Mile Rd. Suite #1 Traverse City MI 49686	CONTACT NAME: Geri Johnson PHONE (A/C No, Ext): (231) 938-8940 E-MAIL ADDRESS: GJohnson@jaiinsurance.com	FAX (A/C No): (231) 946-3535
	INSURER(S) AFFORDING COVERAGE	
INSURED Lesleys Landscaping LLC 304 W 13th Street Traverse City MI 49684-4012	INSURER A: Hastings Mutual	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			GL9928934	05/02/2019	05/02/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Commission on Aging 520 West Front Street Traverse City, MI 49684 Phone: (231)922-4688 Fax: (231)929-1645	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i> <MAT>
--	--

 <p>9800 Fredericksburg Road San Antonio, Texas 78288</p> <p>SECRETARY OF STATE'S COPY</p> <p>STATE OF MICHIGAN CERTIFICATE OF NO FAULT INSURANCE</p> <p>This certifies that an authorized Michigan insurer has issued a policy complying with ACT 294, P.A. 1972, as amended for the described motor vehicle.</p> <p>Name LESLEY R WRAY</p> <p>304 W 13TH ST TRAVERSE CITY MI 49684-4012</p> <p>Policy Number 03806 57 07C7101 2 Effective Date 04/17/19 Expiration Date 10/17/19</p> <p>Year Make/Model 2013 CHEV</p> <p>Vehicle Identification Number 1GCNCPEX3DZ400437</p> <p>USAA CASUALTY INSURANCE COMPANY 25968</p> <p>CONTACT US: 210-531-USAA(8722) OR 800-531-USAA Additional copies available at usaa.com</p>	<p>back</p> <p>Michigan Law (MCLA 500.3101) requires that the owner or registrant of a motor vehicle registered in this state must have insurance or other approved security for the payment of no-fault benefits on the vehicle at all times. An owner or registrant who drives or permits a vehicle to be driven upon a public highway without the proper insurance or other security is guilty of a misdemeanor.</p> <p>f o l d</p> <p>WARNING: KEEP THIS CERTIFICATE IN YOUR VEHICLE AT ALL TIMES. If you fail to produce it upon a police officer's request, you will be responsible for a civil infraction.</p> <p>A person who supplies false information to the secretary of state under this section or who issues or uses an invalid certificate of insurance is guilty of a misdemeanor punishable by imprisonment for not more than 1 year, or a fine of not more than \$1,000.00, or both.</p>
--	---

Certificate of No Fault Insurance


We've issued two certificates of no fault insurance as evidence of insurance for your vehicle(s). These certificates are valid only as long as insurance remains in force.

You may be required to produce your certificate at vehicle registration or inspection, when applying for a driver's license, following an accident, and upon a law enforcement officer's request.

For your convenience, additional copies are available on usaa.com.

583MI2 Rev. 6-13

54157-0513_01

 <p>9800 Fredericksburg Road San Antonio, Texas 78288</p> <p>INSURED'S COPY</p> <p>STATE OF MICHIGAN CERTIFICATE OF NO FAULT INSURANCE</p> <p>This certifies that an authorized Michigan insurer has issued a policy complying with ACT 294, P.A. 1972, as amended for the described motor vehicle.</p> <p>Name LESLEY R WRAY</p> <p>304 W 13TH ST TRAVERSE CITY MI 49684-4012</p> <p>Policy Number 03806 57 07C7101 2 Effective Date 04/17/19 Expiration Date 10/17/19</p> <p>Year Make/Model 2013 CHEV</p> <p>Vehicle Identification Number 1GCNCPEX3DZ400437</p> <p>USAA CASUALTY INSURANCE COMPANY 25968</p> <p>CONTACT US: 210-531-USAA(8722) OR 800-531-USAA Additional copies available at usaa.com</p>	<p>back</p> <p>Michigan Law (MCLA 500.3101) requires that the owner or registrant of a motor vehicle registered in this state must have insurance or other approved security for the payment of no-fault benefits on the vehicle at all times. An owner or registrant who drives or permits a vehicle to be driven upon a public highway without the proper insurance or other security is guilty of a misdemeanor.</p> <p>f o l d</p> <p>WARNING: KEEP THIS CERTIFICATE IN YOUR VEHICLE AT ALL TIMES. If you fail to produce it upon a police officer's request, you will be responsible for a civil infraction.</p> <p>A person who supplies false information to the secretary of state under this section or who issues or uses an invalid certificate of insurance is guilty of a misdemeanor punishable by imprisonment for not more than 1 year, or a fine of not more than \$1,000.00, or both.</p>
---	---



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)
9800 Fredericksburg Road - San Antonio, Texas 78288
MICHIGAN AUTO POLICY
AMENDED DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

ADDL INFO ON NEXT PAGE MAIL MCH-M-I
AMENDMENT TO

State 01 03 Veh POLICY NUMBER
MI 390390 Terr 03806 57 07C 7101 2
POLICY PERIOD: (12:01 A.M. standard time)
EFFECTIVE APR 17 2019 TO OCT 17 2019

OPERATORS
01 LESLEY R WRAY

Named Insured and Address

LESLEY R WRAY
304 W 13TH ST
TRAVERSE CITY MI 49684-4012

Description of Vehicle(s)

Table with columns: VEH, YEAR, TRADE NAME, MODEL, BODY TYPE, ANNUAL MILEAGE, IDENTIFICATION NUMBER, VEH USE*, WORKSCHOOL Miles One Way, Days Per Week. Rows for 01 99 NISSAN FRONTIER and 03 13 CHEV SLV1500.

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * WC=Work/School; B=Business; F=Farm; P=Pleasure

VEH 01 TRAVERSE CITY MI 49684-4012
VEH 03 TRAVERSE CITY MI 49684-4012

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

Table with columns: COVERAGES, LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE), VEH 01 6-MONTH, VEH 03 6-MONTH, VEH D=DED, PREMIUM, VEH D=DED, PREMIUM. Rows include Bodily Injury, Property Damage, Personal Injury Protection, Uninsured Motorists, Underinsured Motorists, Physical Damage Coverage.

TOTAL PREMIUM - SEE FOLLOWING PAGE(S)

ENDORSEMENTS: ADDED 04-17-19 - NONE
REMAIN IN EFFECT(REFER TO PREVIOUS POLICY) - ACCFOR(01) A402(01) 5100MI(06)
A155CW(02) - STORAGE
INFORMATION FORMS: 126265(01)

3 1 000 000
01 RSF5100000 03 xxx400000

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date MARCH 19, 2019

Handwritten signatures of Deneen Donnley and S. Wayne Peacock, President

**Johnson & Associates Insurance
3819 North Four Mile Rd.
Suite #1
Traverse City, MI 49686
(231) 938-8940**

August 8, 2019

Lesleys Landscaping LLC
304 W 13th Street
Traverse City, MI 49684-4012

RE: General Liability Policy #GL 9928934-Lesleys Landscaping LLC
Effective May 2, 2019 to May 2, 2020

Dear Lesley,

Attached, please find the Certificate of Liability you requested.

If you have any questions or need anything else, please do not hesitate to contact me.

Sincerely,



Melinda A. Tarrant
Customer Service Representative
Johnson & Associates Insurance
mtarrant@jaiinsurance.com



Action Request

Meeting Date:	8/23/2019		
Department:	Facilities Management	Submitted By:	Joe Berry
Contact E-Mail:	jberry@grandtraverse.org	Contact Telephone:	231 922 4401
Agenda Item Title:	Hall of Justice Boiler Installation		
Estimated Time:	10 <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

Approval for install of previously purchased main heating boilers for Hall of Justice. These boilers are replacing an original unit and are set up to be cascading in operation to save heating dollars. The MITN bidding process was followed resulting in zero responses. 3 local vendors were contacted and 2 submitted bids according to the engineering spec. by Nealis Engineering of Traverse City. Installation will be completed per current Michigan Mechanical Code. Completion date will be set at "on or before October 11, 2019". This installation will be covered using previously budgeted CIP funds.

Suggested Motion:

Approve the installation bid made by D & W Mechanical for installation of 2 Crest boilers per Nealis Engineering spec. for the sum of \$27,750.00

Financial Information:

Total Cost:	\$0.00	General Fund Cost:		Included in budget:	<input checked="" type="radio"/> Yes <input type="radio"/> No
-------------	--------	--------------------	--	---------------------	---

If not included in budget, recommended funding source:

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

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date: _____

Miscellaneous: _____

Attachments:

Attachment Titles: _____

RESOLUTION

XX-2019

Facilities Management – Hall of Justice Boiler Installation

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on September 4, 2019, and reviewed request from the Director of Facilities to approve the installation bid by D&W Mechanical for installation of 2 - Crest boilers per Nealis Engineering specifications for the sum of \$27,750.00; and,

WHEREAS, The boilers were purchased previously and replace an original unit to save heating dollars and bids for installation were requested from 3 local vendors with 2 submitting bids according to the engineering specifications by Nealis Engineering of Traverse City; and,

WHEREAS, Installation will be completed per current Michigan Mechanical Code with completion date to be on or before October 11, 2019, using previously budgeted CIP funds; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS THAT Grand Traverse County approves the installation bid made by D&W Mechanical for installation of 2 – Crest boilers per Nealis Engineering specifications for the sum of \$27,750.00.

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: September 4, 2019

Action Request



Meeting Date:	September 4, 2019		
Department:	Equalization	Submitted By:	Jim Baker
Contact E-Mail:	jibaker@grandtraverse.org	Contact Telephone:	922-4773
Agenda Item Title:	GIS Upgrades		
Estimated Time:	10 <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

Since January 2016 when GIS was combined into Equalization there have been no upgrades to the GIS configuration or software. We are currently working on a GIS version that is soon to be phased out by January 14, 2020. The Equalization Department is requesting to upgrade the current GIS configuration and software to industry standards that will provide multi-departmental collaborative support, an improved web presence, and a secure web environment. More importantly, the GIS upgrade is critical to creating an on-line construction codes permitting platform, which furthers the Board of Commissioners goal of streamlining permitting.

This project would be implemented in conjunction with the IT department and overseen by a consultant, which would ensure proper configuration, and efficiencies to meet the multi-departmental demands, and web security for Grand Traverse County. On July 3rd Equalization and IT staff issued an RFP. Five applicants responded, and two applicants were subsequently interviewed. Of the two applicants interviewed, OHM Advisors was chosen as the best fit for this project. Although not the lowest bidder, they were the most responsive and have the experience and knowledge to assist in the GIS improvement project. OHM Advisors proved to have the clearest understanding of GIS and IT needs for this project, and even though not the lowest bidder were the second lowest who provided a bid quote in the amount of \$56,430.00. I recommend that the Grand Traverse County Board of Commissioners accept OHM Advisors' proposal that will allow for the innovative technical advancement of GIS multi-departmental capabilities, and provide the efficiencies to keep up with constituent demands.

Suggested Motion:

RESOLVED that the Grand Traverse County Board of Commissioners accepts the proposal as submitted by OHM Advisors to assist the GIS/Equalization, and I.T. Departments planned project to upgrade GIS.

Financial Information:

Total Cost:	\$56,430.00	General Fund Cost:	-0-	Included in budget:	<input type="radio"/> Yes <input checked="" type="radio"/> No
-------------	-------------	--------------------	-----	---------------------	---

If not included in budget, recommended funding source:
 The Inspections Fund (Construction Codes) will provide funding for the project/contract.

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

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date: _____

Miscellaneous:

Attachments:

Attachment Titles:
 OHM Advisors GTC GIS Services, Vendor Bid Evaluation, Vendor Scoring Chart, GIS Wheel, and Resolution

RESOLUTION

XX-2019

Equalization / GIS

OHM Advisors

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on September 4, 2019, reviewed the request from Equalization to approve a proposal with OHM Advisor for consulting services to assist with planned project to upgrade GIS for \$56,430.00; and,

WHEREAS, bids were requested with five responses received and two interviews conducted by Equalization and I.T. staff; and,

WHEREAS, OHM Advisor was the seconded lowest bidder and the highest rated on the bid scoring matrix; and,

WHEREAS, funds for this project will be provided by the Inspections Funds (Construction Code); and;

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approves an agreement with OHM Advisor to assist with planned project to upgrade GIS in the amount of \$56,430.00.

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: September 4, 2019

JULY 23, 2019



Request for Proposals for

Enterprise Geographic Information System (GIS) Planning and Implementation



Grand Traverse County Information Technology
400 Boardman Avenue
Traverse City, MI 49684



July 23, 2019

Ming Mays, Director of Information Technology
Grand Traverse County Information Technology
400 Boardman Avenue
Traverse City, MI 49684

RE: RFP for Enterprise Geographic Information Systems (GIS) Planning and Implementation

Dear Mrs. Mays,

Grand Traverse County recognizes the importance of developing a high-quality geographic information system (GIS) to assist in meeting its infrastructure goals and creating a plan for future success. We have reviewed the Request for Proposals and conducted a preliminary investigation of your community and proposed scope of work.

Having a GIS established can improve workflows and allow efficient means for supporting internal departments, while at the same time providing a centralized database that seamlessly integrates with other software. GIS is also the gateway for publishing public information via web maps and web applications for the public. We believe OHM Advisors is well suited to assist the County and their staff in forming a plan that is both unique to County and cost effective.

OHM Advisors recognizes the challenges to properly and efficiently create a GIS that meets the needs of multiple departments and each department's supporting software. OHM Advisors has been practicing planning, visioning, urban design, architecture, and engineering for more than 50 years. OHM Advisors has developed numerous GIS databases and maps for clients of all sizes, including the City of Traverse City, Superior Township, and Ypsilanti Community Utilities Authority (YCUA).

We appreciate your consideration and hope that you will see the passion we feel about working with each of our clients. We assure you that we will bring the best talent, desire, and enthusiasm to develop a plan for your future.


Sincerely,
OHM Advisors

A handwritten signature in black ink, appearing to read "Craig Schripsema", written over a horizontal line.

Craig D. Schripsema, PE
Principal

A handwritten signature in black ink, appearing to read "R. Michael Cousins", written over a horizontal line.

R. Michael Cousins, GISP
Practice Leader, GIS



Infused into everything we do is the belief that putting people first creates a lasting impact on a community and its residents.

Contents

- 1 Business Organization**
- 2 Statement of the Problem**
- 3 Management Summary**
- 4 Work Plan**
- 5 Authorized Negotiators**
- 6 Prior Experience Disclosure**
- 7 Personnel**
- 8 Time Frame**
- 9 Cost and Price Analysis**



1. Business Organization

About OHM Advisors

As a community advancement firm designing award-winning work across the **architecture, engineering and planning spheres**, we believe that something incredible grows out of a team of experts with individual specialties – *ideas with bigger impact*.

Full Name:

Orchard, Hiltz & McCliment, Inc. - dba OHM Advisors

Length of Time in Business:

57 years (established in 1962)

Total Staff Employed:

518

Contract Office:

OHM Advisors
300 East Mitchell Street, Suite 2
Petoskey, MI 49770
T 231.344.1150

Business Organization:

OHM Advisors is a privately held corporation, governed by a seven-member Board of Directors and has thirty-seven employee shareholders. OHM was incorporated in Michigan and is licensed to operate in the State of Michigan.

Geographic Information System

Technology for the Modern Community

GIS is more than just mapping — it's location intelligence. We develop geospatial solutions that empower citizens and improve the world, one community at a time.

Mobile GIS

- ArcGIS Online and ArcGIS Server
- Data Hosting Services
- Application Development
- Hardware Selection and Configuration
- Custom Data Collection Solutions

Software Solutions

- ESRI Solutions Deployment
- Software Training and Sales
- System Support
- Customized Applications

System Analysis

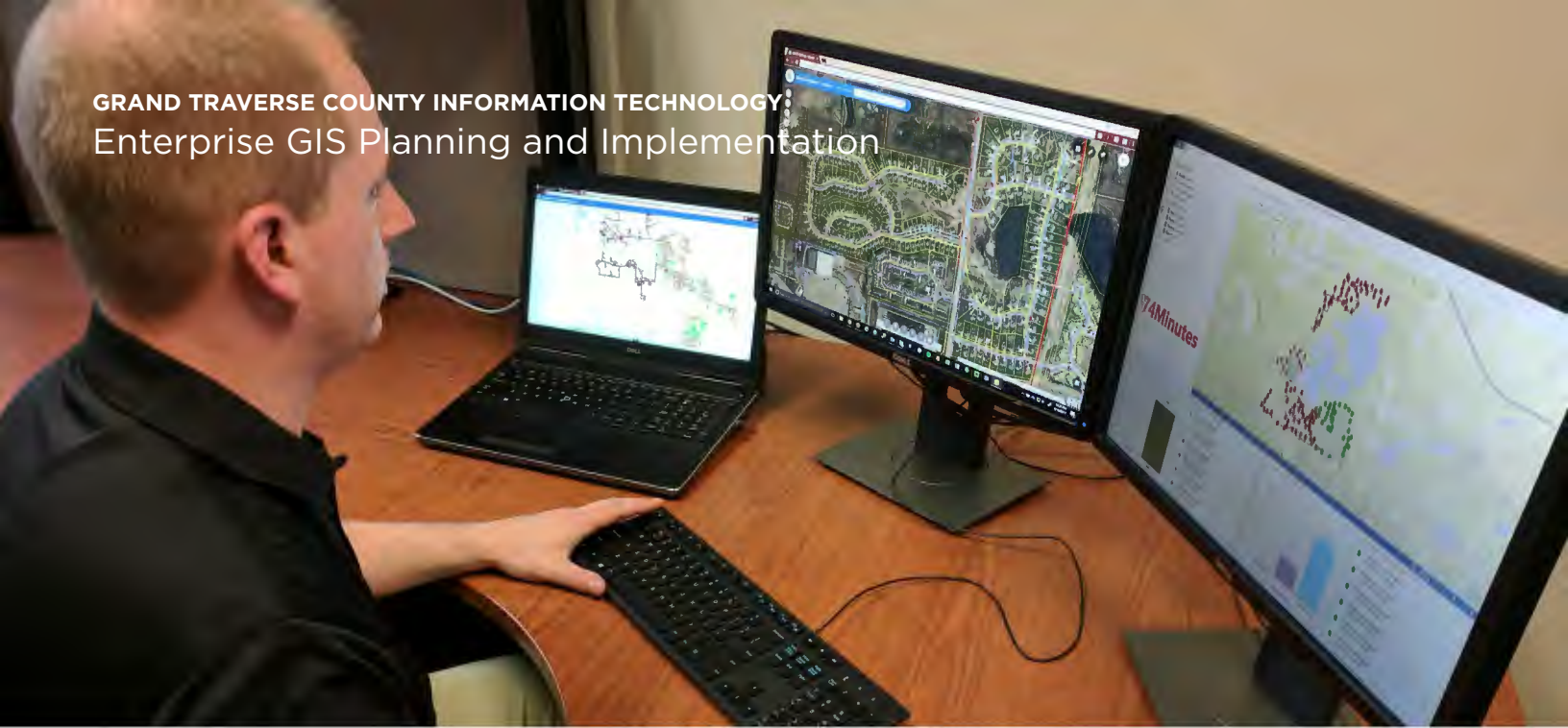
- Software Licensing Optimization
- Server Architecture
- Database Integrity
- QA/QC Procedures
- Data Evaluation

System Design & Implementation

- Database Architecture
- Data Acquisition
- Data Conversion
- Data Processing

SMART Technology

- 360° Imaging
- Augmented & Virtual Reality
- Laser Scanning
- 3D Printing
- UAS/UAV Mapping



2. Statement of the Problem

Project Understanding

Grand Traverse County is seeking assistance to enhance their current GIS environment at the County. The County GIS is based off of ArcGIS Server Enterprise that hosts a portion of the GIS data, but LIAA is where the majority of the external web maps are being published. The assistance will consist of analyzing the current system, designing a new system, creating a plan for implementation, and then implementing the new system.

The County is seeing an increase in demands from other department's for GIS and anticipates GIS being the centralized database for the entire County. The enhanced GIS environment needs to be able to support integrations from other department software. The **EnerGov Software** is an example of one software that will be integrating with

the new enhanced GIS and needs to be fully functioning by September 12, 2019. EnerGov is compatible with ArcGIS Server versions 10.1-10.5, with the only exception being version 10.4. There was a bug in 10.4 that Energov doesn't support. Other departments will be integrating mobile technologies that are accessible online and will be dependent on GIS. There have been many advancements in ESRI software since GIS was first implemented at the County.

OHM has the experience and expertise to implement a mix of ESRI software to advance the County to the newest system. OHM is excited to have an opportunity to assist the County in implementing a new GIS environment that will meet all GIS needs and requirements for the County.

3. Management Summary

Project Management System

Our project management system begins with ensuring that we have a solid understanding of the project's scope and goals. The process for our Project Management is focused on delivering a product to our client on time and on budget that meets our client's expectations for completeness and quality.

The project manager (PM) is responsible for preparing the scope, schedule and budget and then staying with the project until it is completed. We feel project success is best achieved when a single person is both responsible and accountable.

Overall our PMs are responsible for:

- Communicating project status with the client
- Scheduling and documenting project meetings
- Ensuring project deliverables are completed on-time and within budget
- Securing all needed permits and ensuring a project meets all applicable standards
- Managing staff assigned to the project
- Submitting any modifications to the standard QA/QC procedure to the Principal in Charge (PIC) and implementing agreed upon procedures
- Invoicing and billing for project
- If required, preparing scope, schedule and budget modifications
- Anticipating potential project issues and discussing with the PIC and client when needed

Once the project scope, schedule and budget are drafted, the PM will meet with the client to make sure all of the project elements are addressed and potential issues identified. This upfront communication helps to ensure that the most complete, realistic scope is prepared and that the agreed upon project expectations are met. This step minimizes out of scope work efforts and averts potential schedule conflicts. The PIC's role is to assure our client the highest degree of professional service and to ensure the project exceeds expectations.

Establishing and implementing sound project management strategies from the onset of the project and continuously using them during the course of the work will help ensure project success. We define project success as follows:

- Effective project communication occurs throughout the course of the project
- Project objectives and goals are met
- Schedule is maintained and milestone dates are met
- Project costs are controlled

Three specific tools are created and used as part of our Project Management strategy to ensure the four key items are achieved. These include the development of a Project Management Plan, tracking costs with a Cost and Schedule Control Tool and utilizing a Communication and Coordination Plan.

Project Management Plan

The Project Management Plan (PMP) will be developed to summarize the key items needed for successful completion. This will include project contact information for all team members including Grand Traverse County and other stakeholders involved in the project, project goals and objectives, client responsibilities, critical success factors, deliverables, a project schedule identifying major milestones and overall budget.

Cost & Schedule Control Tool

The Cost and Schedule Control Tool will be used to establish a benchmark for the project and summarize the budget and schedule information in the progress reports. The Cost and Schedule Control Tool will be based on the Integrated Budget & Schedule Method (IBSM), developed by PSMJ Resources, Inc. PSMJ is a leading provider of management services for the design and construction industry, and OHM Advisors has worked closely with PSMJ to develop an internal project management philosophy and practice.

The IBSM method involves establishing a baseline expenditure forecast for each major task based on anticipated effort and duration, and then measuring the project progress against that baseline to benchmark the status of the schedule and budget based on actual expenditures. The IBSM method enables the project manager to graphically monitor the budget and schedule. The procedure measures the status based on actual project performance compared to the baseline.

Communication & Coordination Plan

Our communication strategy relies on utilizing a variety of venues. We always start each project with a kick-off meeting. This face-to-face meeting ensures all stakeholders have the same vision and understanding. We then hold regular project progress meetings and supplement communication via phone and email or by means of other online tools such as Basecamp.

This tool greatly simplifies and organizes the collection and sharing of information, summarizes project progress, has a calendar for due dates and deadlines, provides a venue for soliciting input and reviewing recommendations and is a repository for saving project deliverables. In any event, we are flexible and create and tailor the communication and coordination plan for each project depending on the desire of the client.

Each invoice that the PM submits to the client is accompanied with a progress report. This further helps communicate to the client work that has been completed and current status of the budget.

Quality Assurance & Control

Quality is a fundamental project goal of OHM Advisors. Project quality begins with a team commitment to produce the best possible work product consistent with our clients' goals and expectations. Sound project management and effective communication are critical components. OHM Advisors commitment to excellence is what we strive for and is demonstrated as part of our comprehensive QA/QC program. These methods include:

Project Reviews & Accountability

QA/QC reviews will be performed at critical points in the project. Time for project reviews is included in the project schedule at the beginning of a project. Reviews are tracked and documented. Each team member is required to certify completion of their review.

Procedures

Our QA/QC program provides rigorous reviews at critical points in the project to ensure the work is done correctly. Experienced staff participate in peer review of all critical decisions. In addition to our technical departments, our graphics and office services support staff maintain standards specific to their respective areas, and also participate in reviews.

4. Work Plan

Technical Plan

OHM will create a plan that will encompass the project scope/tasks that will meet the requirements of this project. OHM will work with the County to ensure that the county GIS environment is equipped to support any and all applications that are dependent on the GIS within the County.

OHM will start by analyzing the County's existing GIS to expose any inefficiencies in the system and better understand some of the accomplished workflows that are working for the County. OHM will identify datasets that can be utilized for future expansion of GIS along with recommending datasets that are unnecessary for County use.

Phase I: Requirements and Design

OHM will inventory all datasets along with running them through a series of data review processes. The inventory will create a diagram of all the datasets within the County's GIS along with understanding areas that need to be added for future software integrations. This will assist in planning for collaboration with other County departments.

OHM will create a recommended system design that encompasses hardware, software, security requirements, and communication capacity to support Enterprise GIS implementation. The recommended design will be the foundation for GIS and must have the capability of hosting robust datasets for internal, external, and mobile use. This recommendation will include user access and

user requirements for utilizing GIS. The recommendation will employ ESRI's latest software technology and will be designed to support multiple departments throughout the County.

OHM will submit an entity-relationship diagram that will show the relationships between datasets, supporting tables, and illustrate the data model design. This data model design will be based on ESRI's "out of the box" Local Government Information Model (LGIM), which includes datasets and feature classes with specific supporting domains already deployed. Once the LGIM is loaded and meets the County's requirements, it will be QA/QC'd thoroughly. This includes but is not limited to a check on attribution completeness and a series of topology checks on the geometry of each feature class. The LGIM will then be imported into the SQL Server environment with additional ESRI components to make it usable by ESRI products. Once the Enterprise Geodatabase is established, then the ArcGIS Enterprise will be integrated and feature services will be published.

An application design will then be generated to ensure that all web viewers and mobile applications are built to accommodate internal and external use. These applications will be custom developed per the County's needs using existing ESRI Local Government Solutions. Once these applications are developed, supporting training materials will be developed to ensure that the applications can be manipulated by County Staff after the project is complete.

Enterprise GIS Planning and Implementation

The applications will support mobile data collection that can be accessed by laptop, tablet, or smart phone.

Phase II: Project Planning & Timelines

Phase II will encompass a project planning and timeline that outlines the implementation of Phase I. Phase II will include a testing plan with defined performance targets, a timeline for all implementation, and a prioritized list for updates to all datasets and web applications.

Phase III: System Build & Configuration

Phase III will be the phase where the actual building and configuration of the system takes place. Phase III will follow the system design component in Phase II along with documenting all configurations of the server environment. Once the system build is complete then the data migration process will start. The centralized Enterprise Geodatabase will be populated with the local government’s schema to better migrate existing datasets to the new system. OHM will work with the County on which datasets to bring to the new environment. It is assumed that the County will have two systems running side by side for the duration of this project. Once the datasets have been migrated to the new system, metadata will be created for each dataset, and on-site testing will be performed to ensure all datasets are accompanied by the correct domain and or related tables to support web and mobile applications. The application development will start after all data has passed testing. OHM will create web applications to replace existing web viewers and implement applications for mobile field data collection. Some of the web viewers will be public facing web viewers and some will be

internal. OHM will work with the County on data access and data editing for these applications.

Phase IV: System Testing & QA/QC

When the system and applications are built, the system will be tested to make sure that all performance targets are met. OHM will identify user groups and their read/write access to the GIS environment. Mobile field collection will be tested to meet the requirements in Phase II. OHM will create a final testing report to document that all the standards have been met.

Phase V: Final System Delivery

The final system delivery “Go Live” will eventually become the production environments and on-site training will be performed for IT and GIS staff for system administration, overview, and end user training for web viewers and mobile applications. The emphasis will be on completing the datasets that support the EnerGov Software and all the datasets, web applications, and mobile applications.

The completion date will be September 12th, but all datasets not pertaining to the EnerGov Software could take this project past September 12th. OHM will make the EnerGov Software datasets and any of the EnerGov Software dependent GIS integration top priority for this build out. Once the EnerGov Software dependent GIS is completed then all other datasets and applications will be set to be implemented. OHM will create training sessions for the EnerGov Software dependent GIS first. The other training sessions may come after September 12th due to testing and scheduling with County Staff.

Time Frame and Projected Hours

PHASE	START DATE	END DATE	DURATION	STAFF HOURS				AUG. 2019				SEPT. 2019				OCT. 2019			
				COUSINS	LACROSS	DOEZEMA	LAU	5	12	19	26	2	9	16	23	30	7	14	21
Phase I	8/12/19	8/16/19	5 days	10	34	18	26												
Phase II	8/19/19	8/23/19	5 days	10	35	18	11												
Phase III	8/26/19	8/30/19	5 days	10	34	18	27												
Phase IV	9/2/19	9/6/19	5 days	10	30	11	12												
Phase V	9/9/19	9/12/19	4 days	10	40	22	32												

*See note below

***After September 12th there may be more dataset to bring in and also more training to complete. The anticipated completion of all implementation may go into October.**



5. Authorized Negotiators

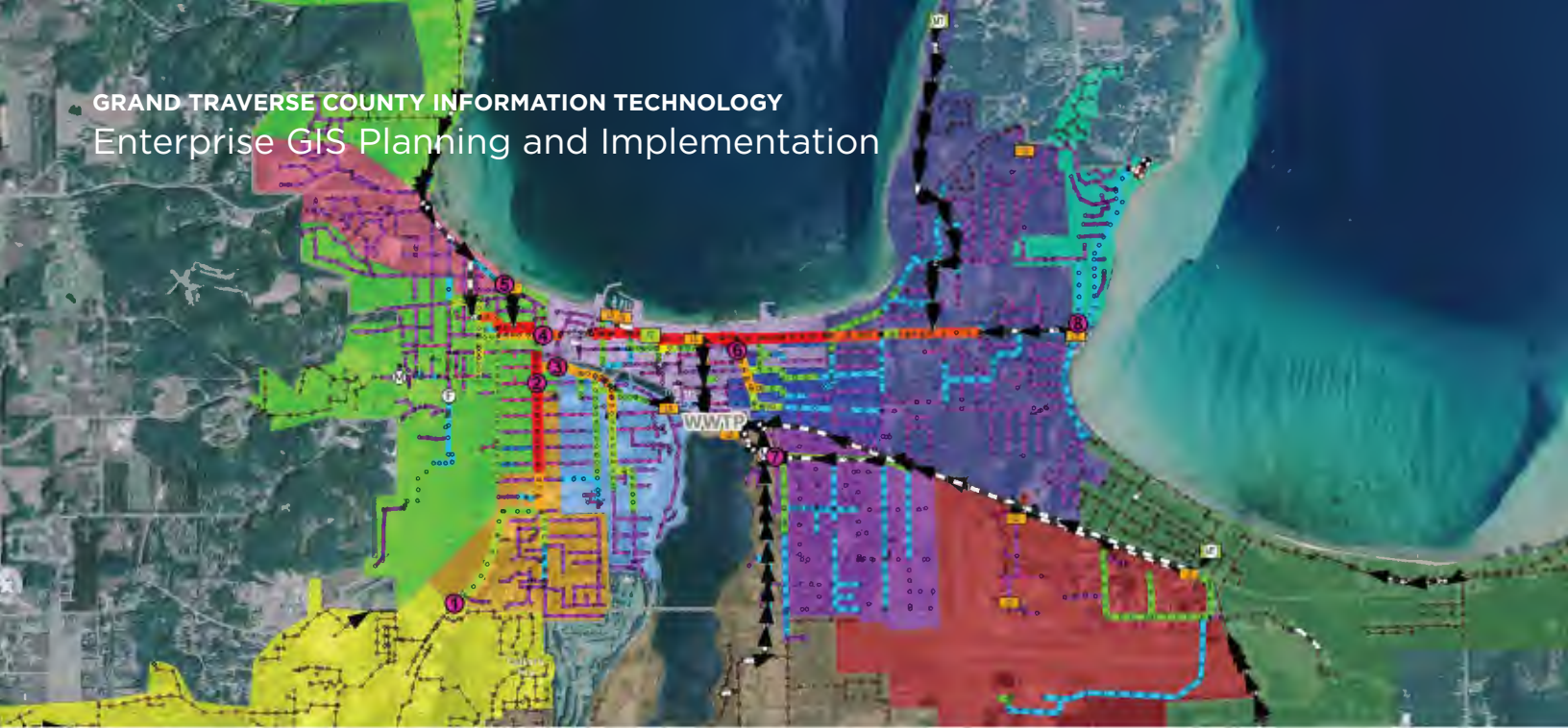
Craig Schripsema, PE - Principal

T 989.393.1702

E craig.schripsema@OHM-Advisors.com



Craig is responsible for special projects in mid-Michigan and the growth and expansion of the firm's multidisciplinary regional footprint. His two-decade career has been built upon providing forward-thinking advisory services to his clients with a genuine desire to help communities advance into the future. An expert in construction engineering with a heavy focus on transportation, roads and bridges, Craig has managed all manner of projects from start to finish for Central Michigan University, the Michigan Department of Transportation (MDOT), and road commissions and various communities across the state. His experience in both the design and construction of a wide variety of projects has helped him develop an approach challenging the status quo in both design and delivery, and analyzing how to do more with less in projects of all sizes. Craig is a professional engineer with an additional bachelor's degree in land surveying and is a member of multiple professional associations.

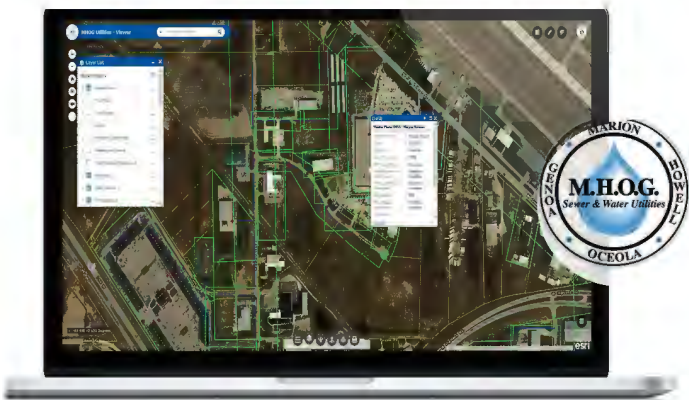


6. Prior Experience Disclosure

Our Experience

Having a high quality GIS is crucial for operating and maintaining a utility system, and allows for more efficient workflow at all levels within the community. The OHM Advisors' GIS team has extensive experience in building and maintaining GIS from small rural communities to large urban communities with daily flows in excess of 300,000 gallons.

Development of GIS database schemas is a common practice at OHM Advisors including working with utility departments such as MHOG on their GIS and applications. The successful creation of a proper database schema and naming system was integral in meeting MHOG's goals.



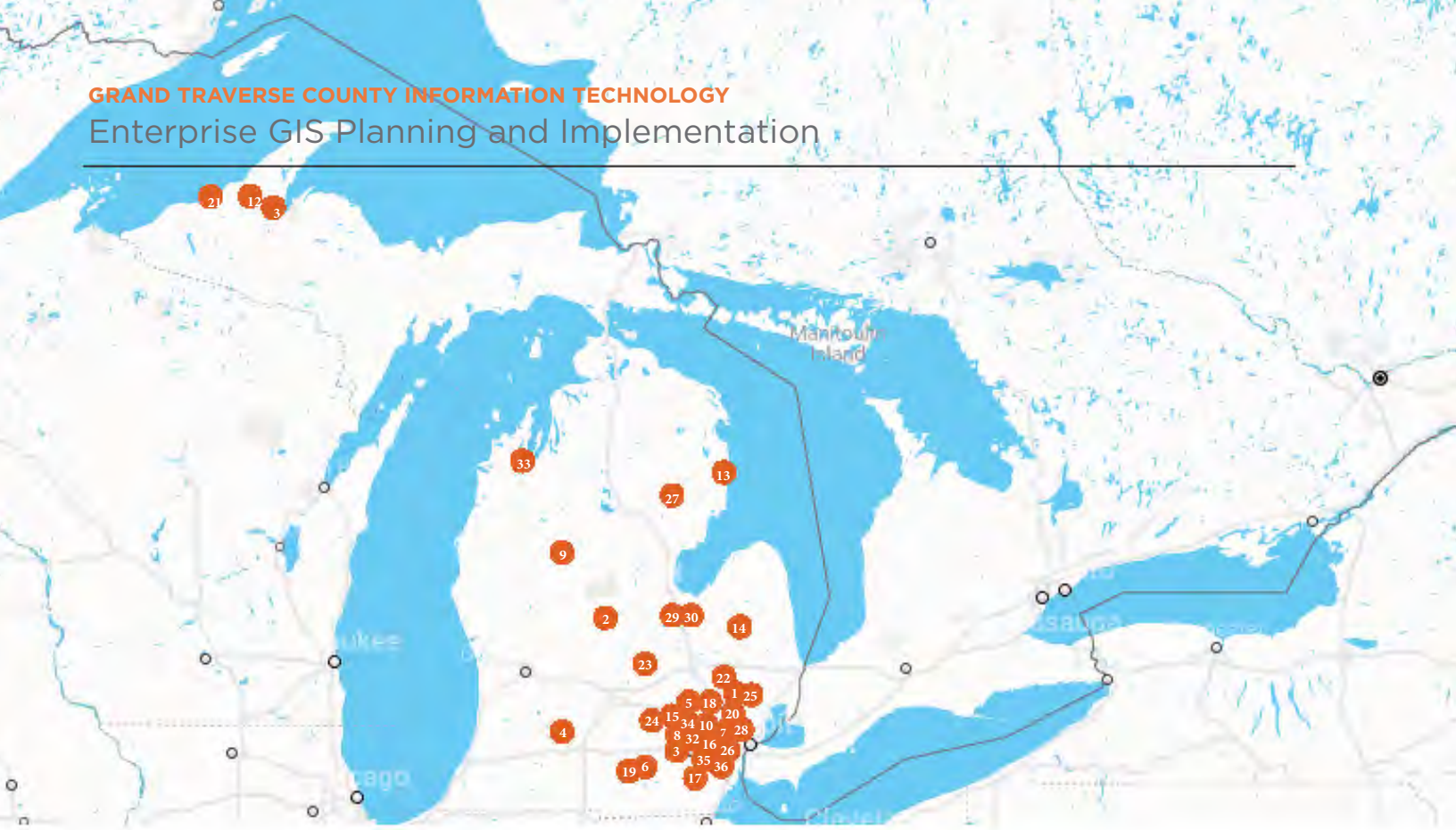
Once the data was converted into the standardized schema, it has allowed MHOG to make better decisions moving forward.

OHM Advisors has also built several databases on various MDEQ Stormwater, Asset Management, and Wastewater (SAW) grants for over thirty-five (35) clients over the past several years. Each SAW grant had a heavy GIS component and included clients such as Traverse City, Orion Township, Superior Township, and Ypsilanti Community Utilities Authority (YCUA). Most of the SAW grants that OHM Advisors has worked on started with limited or no GIS data.

These data systems were established from various sources, such as record plans, GPS of all assets, or converting of AutoCAD data. All of these systems were built using the ESRI Local Government Information Model (LGIM). A majority of these utility departments have ongoing technical support agreements and are custom trained on the various applications that are created to assist field operations and routine maintenance.

The following pages include a map and overview of our GIS clients as well as individual project profiles and references.

GRAND TRAVERSE COUNTY INFORMATION TECHNOLOGY
Enterprise GIS Planning and Implementation



- A.** As-Needed GIS Support, Data Management, Updates, & Modeling (Various Communities)
- B.** Asset Management Programs, (Various Communities) (2014–Ongoing)

Client	A	B	Client	A	B
1. Auburn Hills (City)	•	•	19. Napoleon (Township)		•
2. Alma (City)		•	20. Oak Park (City)	•	•
3. Baraga (Village)	•	•	21. Ontonagon (Village)		•
4. Battle Creek (City)		•	22. Orion (Charter Township)	•	•
5. Brighton (Township)		•	23. Owosso (City)	•	•
6. Brooklyn (City)		•	24. Pinckney (Village)	•	
7. Columbia (Township)		•	25. Rochester Hills (City)	•	•
8. Dexter (Village)	•	•	26. Romulus (City)		•
9. Ewart (City)		•	27. Rose (City)		•
10. Farmington (City)	•		28. Royal Oak (City)	•	•
11. Genoa Utility Department (MHOG)	•		29. Saginaw (City)		•
12. Hancock (City)		•	30. Saginaw County Road Commission		•
13. Harrisville (City)		•	31. Scio (Township)	•	
14. Lapeer County Road Commission		•	32. Superior (Township)	•	•
15. Livingston Comm. Water Auth. (LCWA)	•		33. Traverse City (City)		•
16. Livonia (City)		•	34. Westland (City)	•	•
17. Milan (City)		•	35. Ypsilanti (Township)	•	
18. Milford (Village)		•	36. Ypsilanti Comm. Utilities Auth.	•	•

Orion Township – GIS Implementation & Ongoing Services

Orion Township, Michigan

Beginning in 2004, OHM Advisors partnered with the Charter Township of Orion to locate existing stormwater structures within the community using GPS technology. Our team located approximately 1,100 structures and several detention basins and added these layers to the Township’s GIS. The Township used these GIS layers to help with the treatment of storm structures to help prevent the spread of West Nile virus. Individual paper maps with indices were also provided to the Township for residents to use. OHM also provided training to Township staff to understand how to manipulate the GIS data. Since then, OHM has continued to provide a broad range of GIS Services to the Township, including System Analysis, Field Data Collection, Online Map Creation, Data Hosting, Data Creation, Data Maintenance, Data Updates, and ArcGIS License Optimization.

The initial phase of System Analysis involved examining the existing GIS system and data. In the case of data corruption or deletion, an attempt would have been made to retrieve the data from any existing backup sources, if available. If the GIS data hadn’t been found, restored, or recovered, recreation of the GIS data would have been necessary. Before creating any new GIS data, OHM examined the existing system architecture and software licensing to ensure the necessary resources were available and identified resources that needed to be reallocated or eliminated, which reduced operating costs. All data fields were examined for consistency and modified as needed.

Following the System Analysis phase was the System Design and Implementation phase, which involved modifying, or creating, the databases that would contain the storm network GIS data. All necessary modifications identified in the System Analysis phase were addressed here. Once the system design was approved, OHM implemented all necessary changes to the system and verified that the Township’s GIS was performing as efficiently as expected.

From there, ongoing maintenance occurs on an as-needed basis, based on requests from the Township whenever they need modifications or additional GIS capabilities. OHM Advisors was also selected by the Township in 2014 to administer the Stormwater, Asset Management, and



Wastewater (SAW) Grant given to the Township by the State of Michigan, which assisted in the development of a Stormwater Management Plan (SMP) to prioritize future stormwater projects that address current deficiencies, and an Asset Management Plan (AMP) for the Township to use to prioritize operation and maintenance of the Township’s stormwater system.

COMPLETION
2004 - Ongoing

COST
Varies on Service

CLIENT INFORMATION
Charter Township of Orion
Chris Barnett,
Supervisor
2525 Joslyn Road
Lake Orion, MI 48360
248.391.0304

SERVICES PROVIDED
System Analysis
System Design
System Implementation
Field Data Collection
Online Mapping
License Optimization
Data Creation
Data Updates
Data Maintenance
Data Hosting

City of Traverse City - Stormwater AMP/SMP

Traverse City, Michigan



Traverse City embarked on a comprehensive Asset Management Planning program involving its stormwater and wastewater infrastructure. This plan required a significant management effort to control the work product and budget for 22 separate project tasks with an overall budget of \$2.44 million. The City requested the assistance of OHM Advisors to manage and assist with implementing the tasks necessary during the first twelve months in order to start the Asset Management Program on a successful track.

The system is currently comprised of approximately 340,000 lineal feet of storm sewer main, 1,800 storm structures, and an unknown number of culverts maintained by the City.

Based on project needs and a work plan that was detailed in the City's Saw Grant, OHM Advisors assisted the City with the inspection of catch basins and inlets as part of this effort. This task also included estimating the condition based on the inspections and industry data.

The Plan also included an extensive field inventory where open drains within the City were "walked" in order to assess their condition. Erosion was noted and ranked as severe, moderate or slight and recommendations for stream bank stabilization were made. Outfalls were also noted and any outfalls of suspicious nature were brought to the attention of the City.

A Stormwater Management Plan (SMP) was needed to address the components of the City's drainage system that are not covered by the Asset Management Plan (AMP). This was necessary to determine the City's potential obligations for future maintenance and repair of County Drains, detention ponds, and other critical elements of the stormwater collection infrastructure that impact (or are impacted by) hydraulic components that may not be under the City's direct jurisdiction. Although the AMP covers the enclosed (i.e. piped) components of the stormwater infrastructure, the SMP covered the remaining components that may impact long-term financial commitments. This SMP provided the City with detailed information on the functionality, hydraulic capacity, surface water quality, and maintenance needs for the open drainage systems, culverts and bridges throughout the City.

COMPLETION
06.2015

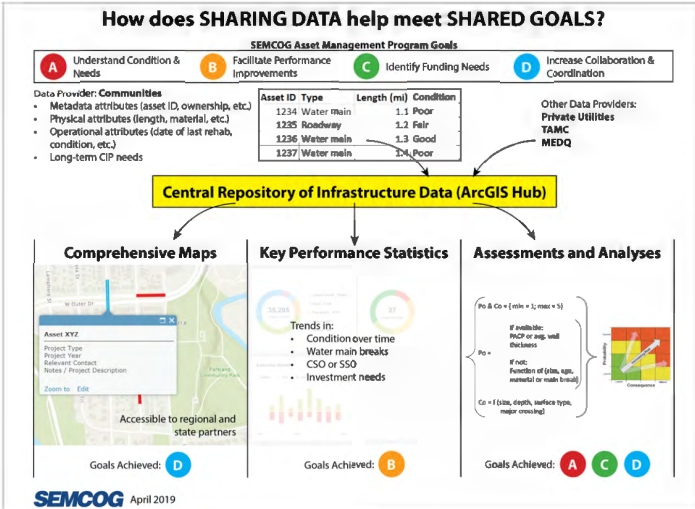
COST
Grant Budget
\$1,443,500

CLIENT INFORMATION
City of Traverse City
Art Krueger,
Director of Municipal Utilities
400 Boardman Avenue
Traverse City, MI 49684
231.922.4900 ext. 109

SERVICES PROVIDED
Asset Inventory
Condition Assessment
Hydraulic Modeling
Metering/Modeling
Level of Service Determination
Capital Improvement Plan
Rate Study
GIS

SEMCOG – Infrastructure AMP Development Assistance

Southeast Michigan



SEMCOG acquired the assistance of OHM Advisors as part of an Infrastructure Asset Management planning project, associated deliverables and schedules. The purpose of this project is to assist SEMCOG in developing the southeast Michigan infrastructure asset management program across all infrastructure owners. The final outcome of this project includes a regional framework for a successful infrastructure asset management program in southeast Michigan that is consistent with the 21st Century Infrastructure Report and PA 323, 324 and 325 of 2018. Specific tasks associated with project include the following:

- 1. Planning and Coordination** associated with community groups, relevant regulatory and state stakeholders, private utility agencies, and associated groups.
- 2. Infrastructure Data Collection and Integration.** This task involves the development of an infrastructure database, the acquisition of associated software, and the process for mapping infrastructure data collected by participating municipalities.
- 3. Geographic Information System integration,** the aim of which is the evaluation of alternative software for communities to use in displaying their infrastructure data as well as the setup of a regional wide, GIS based data collection, analysis, and tracking application.

4. Engineering Review & Analysis, aimed at assessing collected regional data for the development of overall regional statistics on infrastructure data, such as condition, forecast, investment needs, deterioration curves for use in evaluating asset condition states and the generation of an infrastructure report for the region.

5. Education & Training related assistance for SEMCOG, including assistance in community outreach, web portal development, presentation material generation for the general assembly, as well as assistance at SEMCOG University.

COMPLETION
01.2019 - 01.2022

COST
\$350,000

CLIENT INFORMATION
Southeast Michigan Council of Governments
Kelly Karll,
Project Manager
1001 Woodward Ave. #1400
Detroit, MI 48226
313.961.4266

SERVICES PROVIDED
Data Collection
GIS Services
Condition Assessments
Stakeholder Engagement
Community Outreach



We encourage you to contact the references listed below who can speak to the quality of our work and the effectiveness of our collaborative approach.

Art Krueger, PE

Director of Municipal Utilities
City of Traverse City
400 Boardman Ave.
Traverse City, MI 49684
231.922.4900 ext.109

Jacob Rushlow, PE

Superintendent of Public Service
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154-3097
734.466.2606

Bill Basigkow

Assistant Public Works Director
Charter Township of Orion
2525 Joslyn Road
Lake Orion, MI 48360
248.391.0304 ext. 146

Scott Westover

Engineering Manager
Ypsilanti Community Utilities
Authority
2777 State Road
Ypsilanti, MI 48198
734.484.4600 ext. 220

Mark St. Charles

Supervisor
Green Oak Township & Chairperson
- LCWA
10001 Silver Lake Road
Brighton, MI 48116
810.231.1333 ext. 102

“We have been most pleased that OHM Advisors has assisted us in making GIS accessible and user friendly for our field and office staff to gather data and more accurately and efficiently carry out their essential utility functions which has resulted in improved maintenance of the system and customer service for the rate payers.”

*- Greg Tatara, Utility Director; Marion, Howell,
Oceola, Genoa Sewer & Water Authority*



7. Personnel

A Dedicated and Available Team of GIS Experts

OHM Advisors has a talented team of six GIS specialists supported by nearly 500 professionals firm wide. The availability of our GIS team is included below. Resumes for our key project staff (denoted with a * below) are included on the following pages and a detailed breakdown of hours by staff member by phase is included in the Section 4 - Work Plan.

Personnel	Project Role	Anticipated Project Hours
Michael Cousins, GISP*	Practice Leader; Lead GIS Analyst	50 hours
Larry LaCross, GISP*	Project Manager	173 hours
Austin Doezema, GISP*	GIS Analyst	87 hours
Jamie Lau*	GIS Analyst	108 hours
Craig Schripsema, PE	Principal in Charge	As-Needed

Michael Cousins, GISP | Practice Leader, Lead GIS Analyst



Background

Michael Cousins has over 13 years of experience in consulting with a primary focus on GIS, project management, and asset management. Michael is the team's lead technical GIS expert and has a strong work ethic with the ability to address complex problems and design technical solutions. Michael specializes in the areas of GIS, asset management, augmented & virtual reality (AR/VR) applications, environmental planning and assessment, and floodplain management. With his experience in GIS and planning, his development concentrations range from data model design to asset management. The popularity and near necessity of GIS technology within municipal government and public organizations has driven his desire to understand the spatial and attribute components to public assets, such as utilities and natural features, along with asset management.

Education

Bachelor of Science in Geography with a Specialization in Spatial Information Processing, Michigan State University, 2007

Experience

With OHM since 2014
7 years prior experience

Certifications

- Geographic Information Systems Professional (GISP), GIS Certification Institute, 2012, #29470
- Esri ArcGIS Desktop Certified Professional 19-001, 2019
- Former GIS/LIS Technologist, ASPRS, 2009

Professional Affiliations

- Improving Michigan's Access to Geographic Information Networks (IMAGIN)
- Michigan Communities Association of Mapping Professionals (MiCAMP), Member, 2014-Present
- Urban and Regional Information Systems Association (URISA), Member, 2012-Present
- Ohio-Michigan GIS User Group (OH-MI), Member, 2014-Present
- Southeast Michigan GIS Users Group, Member, 2014-Present

As the firm's practice leader for GIS, Michael is responsible for managing and overseeing all GIS tasks within each discipline. This includes the mentoring and training of all staff members spread throughout each of our regional offices. Michael's team currently consists of a team of 7 dedicated GIS staff members.

Due to the increased demand for data spatial accuracy and integrity, Michael's focus has also been on the integration and usage of GPS & mobile platforms. Incorporating GPS and GIS together creates an enterprise solution for data collection, analysis and presentation.

Michael is the Information & Technology leader of the OHM Asset Management team. He is responsible for all GIS components of an asset management plan. This includes but is not limited to the following: data collection, data implementation, and data standardization.

Along with data platform design and development, Michael has added his expertise to numerous professional organizations and is heavily involved in the GIS community. Michael is recognized regionally as an expert and leader in the field of GIS. Michael is a member of the Michigan State University Geography Department Alumni Advisory Board. Through the ESRI Geomenter Program and the GRACE committee, he has volunteered his time to teach GIS to various K-12 schools through SE Michigan. Michael is experienced in using a variety of software and related tools, including ESRI ArcGIS Enterprise, ArcGIS Online Suite, ArcHydro, ArcPad, Trimble TerraFlex, Adobe Photoshop and Microsoft Office.

Select Relevant Experience

Stormwater and Wastewater Asset Management Plans (SAW Grant), City of Traverse City, MI – 2014-Present

GIS Manager for the City's three-year \$2M SAW Grant to develop Asset Management Plans for its stormwater and wastewater infrastructure. Project includes City-wide enhancements to its GIS databases, record drawing research, system survey, detention pond and open channel assessments, sewer televising, manhole inspections, modeling, and the development of rate studies for both utilities. The stormwater rate study will include coordination with key local stakeholders to explore the feasibility of community-wide revenue sources for the stormwater system.

Michael Cousins, GISP | Practice Leader, Lead GIS Analyst

Select Relevant Experience Continued

SEMCOG – Infrastructure AMP Development Assistance 2019 – Ongoing

SEMCOG acquired the assistance of OHM Advisors as part of a region-wide Infrastructure Asset Management planning project. The purpose of this project is to assist SEMCOG in developing the southeast Michigan infrastructure asset management program across all infrastructure owners. Michael is leading OHM’s GIS effort with this project as they seek to collect and analyze the region’s utility networks. Several key components of this project include: Community outreach through a series of story maps, Collection of each municipality’s GIS, Standardizing of the data into one common database, analyzing of the data from a regional perspective, and reporting of the results back to the Region and State.

As Needed GIS Support, Data Management, Updates, and Modeling

- Charter Township of Orion
- City of Auburn Hills
- City of Farmington
- City of Oak Park
- City of Owosso
- City of Rochester Hills
- City of Royal Oak
- City of Westland
- Green Oak Township
- Village of Baraga
- Livingston Community Water Authority
- Marion, Howell, Oceola, Genoa Utility Department
- Village of Dexter
- Superior Township
- Scio Township
- Ypsilanti Township
- Ypsilanti Communities Utilities Authority

Asset Management Programs, Various Communities 2014 – Ongoing

Asset management programs (AMP) vary depending on the community’s needs and budgets. As the GIS Manager, Michael works with the community to create or update their GIS for each desired utility system. The GIS team updates the GIS both via spatial location and attribution to create a complete system. Once the GIS is complete, Michael works with the community to implement an asset management plan within a secondary AMP software or within ArcGIS. Along with an AMP software integration, Michael may help the community in GIS/AMP training along with an

ArcGIS Online implementation for more efficient workflows. Systems analyzed have included some of the largest utility systems in the State of Michigan, including:

- Ackerson Lake
- Augusta Township
- Brighton Township
- Charter Township of Orion
- City of Alma
- City of Auburn Hills
- City of Battle Creek
- City of Brooklyn
- City of Ewart
- City of Fenton
- City of Hancock
- City of Harrisville
- City of Livonia
- City of Milan
- City of Novi
- City of Owosso
- City of Oak Park
- City of Rochester Hills
- City of Romulus
- City of Royal Oak
- City of Saginaw
- City of Southfield
- City of Traverse City
- City of Westland
- Columbia Township
- Grant Township
- Lapeer Co. Road Comm.
- Napoleon Township
- Rose City
- Saginaw Co. Road Comm.
- Superior Township
- Village of Baraga
- Village of Chesaning
- Village of Dexter
- Village of Milford
- Village of Ontonagon
- Wolf Lake Common Fund
- Ypsilanti Communities Utilities Authority

MDOT; Signing Bridge Connection Inventory – 2014-2015

Michael was the Deputy Project Manager for this large inventory. OHM Advisors was tasked with developing a GIS inventory of all MDOT signing bridge connections on all MDOT trunkline routes in 6 regions throughout the state. Michael used the mobile data collection technique he had developed to GPS and collect a detailed inventory, including photos, for nearly 5,000 signs.

Pontiac Economic Development Plan – 2014-2015

GIS Manager for this project. The City of Pontiac is roughly 20.28 square miles. OHM Advisors was tasked with developing an economic development strategy to revitalize the city. Michael was responsible for creating a variety of figures used for reporting to show various things from demographics to landuse throughout the city.

Larry LaCross, GISP | Project Manager



Education

Bachelor of Science in Geography with Minor in Biology, Northern Michigan University, 2001

Experience

With OHM since 2018
15 years prior experience

Certifications

Geographic Information Systems Professional (GISP), GIS Certification Institute, 2014, #70260

Professional Affiliations

- Improving Michigan's Access to Geographic Information Networks (IMAGIN)
- ESRI Northern Michigan User Group (ENMUG)
- Michigan Residential Builders License, since 2002

Background

Larry has over fifteen years of experience with a focus in Geographic Information Systems (GIS), asset management, capital improvement planning, public utilities, work order management, project development, and creating innovative workflows that increase productivity. Prior to joining OHM Advisors in early 2018, Larry was the GIS Coordinator for the City of Traverse City and was responsible for the creation of best management practices associated with Traverse City's GIS Environment. Larry built a robust system that enabled the City to utilize technology to its fullest capacity.

Integrating technology into municipal utilities has been Larry's area of expertise. Larry was the Project Lead for the City of Traverse City's Storm Water, Asset Management and Wastewater (SAW) Grant from the DEQ and has collaborated with Traverse City Light and Power to begin implementing an Advanced Metering Infrastructure (AMI).

Larry was able to spatially associate capital improvement projects utilizing Lucity's Project Management Module and overlay each Department's projects to help each Department Head work together on projects that overlap.

Larry is a focused individual who communicates with clarity, works well with others, and can be relied upon to see a project through to its completion. Larry's work is accurate thorough, and detailed. Larry has been committed to quality and maintaining integrity of data.

Larry is experienced in using a variety of software and related tools, including ESRI ArcGIS, Pictometry, ArcGIS Online, ArcPad, Trimble TerraFlex, GPS, Lucity, Lucity Web, Lucity Mobile, WaterGEMS, GraniteNET, Vitals, AutoCAD, Roadsoft, and Microsoft Office.

Select Relevant Experience

Grand Traverse County Road Commission; East-West Corridor Transportation Study, Grand Traverse County, MI – 2018-Ongoing

Project includes assisting the Grand Traverse County Road Commission in coordinating a study that includes public input on selecting potential transportation solutions to improve the East-West commute. OHM is following the Federal Highway Administration's Planning and Environmental Linkages (PEL) process, which is designated to address social, ecological and economic considerations and constraints related to transportation and mobility. A study area was identified along with multiple corridors that will be considered during the study. OHM mapped the corridors and the study area and published a web map utilizing ArcGIS online.

Iron Belle Feasibility Study, Roscommon County, MI – 2018-Ongoing

Project includes collecting spatial data from the Michigan Department of Natural Resources, Roscommon County and State of Michigan GIS Open Data Portal. The data is being organized on OHM servers and will be analyzed for trail options and disseminated to OHM's Engineers for design. This data is also intended to be used for team meetings and public meetings throughout the process. The data will also be public via ArcGIS online

Larry LaCross, GISP | Project Manager

Select Relevant Experience Continued

web map that is interactive and is updated as the project progresses. OHM is working with Northeast Michigan Council of Governments (NEMCOG), Roscommon County, Michigan Department of Natural Resources (2017 Iron Belle Trail Round III Funding Program) (Michigan Natural Resources Trust Fund), Michigan Department of Transportation (MDOT) (Transportation Alternatives Program (TAP) Grants).

Stormwater and Wastewater Asset Management Plans (SAW Grant), City of Traverse City, MI – 2014-2017*

GIS Coordinator for the City's three-year \$2M SAW Grant to develop Asset Management Plans for its stormwater and wastewater infrastructure. Project includes City-wide enhancements to its GIS databases, record drawing research, system survey, detention pond and open channel assessments, sewer televising, manhole inspections, modeling, and the development of rate studies for both utilities. The stormwater rate study will include coordination with key local stakeholders to explore the feasibility of community-wide revenue sources for the stormwater system.

City of Traverse City, GIS Coordinator, Traverse City, MI 2yrs*

Under the General Directions of the Director of Public Services, responsible for Geographic Information Systems (GIS) coordination, planning, databases, applications, modeling, and project development for the City of Traverse City. This includes creating, maintaining, and coordinating GIS and applications by establishing a central data source available for multi department's use. Function as the technical expert, and serves as project manager and technical team leader in design, development, testing, implementation and maintenance of large-scale City wide departmental applications, tools, and databases associated with GIS. Serves as coordinator of GIS functions, projects, and initiatives between all City Departments. Duties include organizing and administering the City's GIS policies, serving as the City's representative to outside organizations, and developing short and long term goals, detailed strategic planning, and multi-year budgeting for the City and community wide use of GIS. Manages the City's Asset Management Team, coordinates

with the City's Capital Improvement Plan, along with outside contractors.

City of Traverse City, Department of Public Services– Asset Management/GIS Analyst, Traverse City, MI 3yrs*

Under the general direction of the Director of Public Services, directly supervises the Asset Management Technician and is responsible for tasks related to applications, modeling and project development for multiple Divisions. This includes creating, maintaining and administering GIS data by establishing a central data source available for multiple departments use. Assists the DPS Director in preparing the Capital Improvements Plans for Streets, utilities, and other infrastructure, along with developing and overseeing the implementation of an Asset Management Plan. Responsible for implementation, administration, and GIS integration of specific software applications: Work Order Management Systems and related software. Research and investigate new technologies and develops plans for testing and implementing new systems and system enhancements. Create and maintain a centralized data depository for GIS and related databases. Acts as a liaison for technology to all internal and external entities.

Traverse City Light and Power, Engineering Analyst, Traverse City, MI 3yrs*

Was the Administrator for the GIS environment, Asset Management and Work Order Management systems for Traverse City Light and Power. Responsible for quality control for the assets residing in GIS. Successfully implemented new work flows that was advantageous to the department. Created maps for proposed projects, on-going projects, map books used by Field Crews, one-line transmission/distribution systems, scheduled outages/emergency outages, and board meetings presentations.

**Work completed prior to joining OHM Advisors.*

Austin Doezema, GISP | GIS Analyst



Background

Austin Doezema serves as a GIS Analyst at OHM Advisors, based out of our Livonia office. Performing as a technical GIS professional, Austin has a strong work ethic coupled with the ability to address complex problems and design technical solutions. Austin specializes in the areas of GIS, asset management, environmental planning and assessment, spatial analysis, and database management. With his experiences in GIS and planning, his development concentrations range from data model design to asset management. The popularity and near necessity of GIS technology within municipal government and public organizations has driven his desire to understand the spatial and attribute components to public assets, such as utilities and natural features, along with asset management.

Education

Bachelor of Science in Geographic Information Systems, Northern Michigan University, 2012

Experience

With OHM since 2014
2 years prior experience

Certifications

- Geographic Information Systems Professional (GISP), GIS Certification Institute, 2017, #99247
- Esri ArcGIS Desktop Certified Professional

Professional Affiliations

- Improving Michigan's Access to Geographic Information Networks (IMAGIN), member
- Michigan Communities Association of Mapping Professionals (MiCAMP), member 2014-Present
- Ohio-Michigan GIS User Group (OH-MI), member
- Michigan GIS User Group, member
- Southeast Michigan Council of Governments (SEMCOG), member

Professional Development

- IMAGIN Conference, 2014 - 2017
- MiCAMP Conference, 2014

Austin is responsible for providing and executing all GIS tasks within each discipline. This includes the deployment and integration of ArcGIS Online's suite of applications and mapping products, database QA/QC, and data collection. He is also responsible for mentoring and training GIS staff members in each of our regional offices. He is experienced in using a variety of software and related tools, including ERDAS IMAGINE, ESRI ArcGIS, 3D Analyst Extension, Spatial Analyst Extension, ArcGIS Online, Statistical Analyst Extension, ArcPad, Trimble TerraFlex, and Microsoft Office.

Select Relevant Experience

Marion, Howell, Ocoola, Genoa Utility Department (MHOG) Database Management and Assessment – 2016-Ongoing

Austin is tasked with all GIS updates for MHOG. Responsibilities include but are not limited to ArcGIS Online maps and applications, review and manage ArcGIS Online security and users, implementing ESRI Mobile Apps, update SDE with as-built information, database QA/QC, and adding new developments to MHOG's GIS. He is responsible for bringing MHOG's GIS to an optimal and sufficient standard to implement into an asset management software.

Detroit Metro Roadway Lighting Study, Detroit Metropolitan Wayne County Airport – 2016

OHM Advisors was tasked with developing a GIS inventory for the Wayne County Airport Authority (WCAA) of all metro roadway lighting throughout Detroit Metropolitan Airport. Austin initiated and supervised the GIS component of this effort. The data was collected within 5 days reaching a total 710 lights in the airport.

Royal Oak HMA Resurfacing, Royal Oak, MI – 2015-2016

GIS Analyst on two-year log style road project that consisted of approximately six total miles of roadway, of which approximately 3.4 miles needed surveying of curb and gutter in 2015, and approximately 3.8 total miles of roadway, of which approximately 2.7 miles needed curb and gutter survey in 2016. OHM will prepare preliminary design details, final documents, and a final engineer's estimate based on the work called for in the drawings and specifications.

Austin Doezema, GISP | GIS Analyst

Select Relevant Experience Continued

GIS Consultant Oakland County WRC, Oakland County Water Resources Commissioner, MI – 2015-Ongoing

Austin is available to do GIS analysis on an as-needed basis. These projects include the creation and configuration of any online maps and/or applications for Oakland County, database creation, data manipulations, and data QA/QC.

Stormwater and Wastewater Asset Management Plans (SAW Grant), City of Traverse City, MI – 2014-Ongoing

GIS Analyst for the city's three-year \$2M SAW Grant to develop Asset Management Plans for its stormwater and wastewater infrastructure. Project includes city-wide enhancements to its GIS databases, record drawing research, system survey, detention pond and open channel assessments, sewer televising, manhole inspections, modeling, and the development of rate studies for both utilities. The stormwater rate study will include coordination with key local stakeholders to explore the feasibility of community-wide revenue sources for the stormwater system.

As Needed GIS Support, Data Management, Updates, and Modeling – 2014-Ongoing

- Charter Township of Orion
- City of Auburn Hills
- City of Farmington
- City of Westland
- Livingston Community Water Authority
- Village of Baraga
- Marion, Howell, Oceola, Genoa Utility Department (MHOG)
- Village of Pinckney
- Village of Dexter
- Superior Township
- Scio Township
- Ypsilanti Township

Asset Management Programs, Various Communities – 2014-Ongoing

Asset management programs (AMP) vary depending on the community's needs and budgets. As a GIS Analyst, Austin works with the community to create or update their GIS for each desired utility system. The GIS team updates the GIS both via spatial location and attribution to create a complete system. Once the GIS is complete, Austin works with the community to implement an asset management plan within a secondary AMP software or within ArcGIS. Along with an AMP software integration, Austin may help the community

in GIS/AMP training along with an ArcGIS Online implementation for more efficient work flows. Systems analyzed have included some of the largest utility systems in the State of Michigan, including:

- City of Auburn Hills
- Battle Creek
- Brighton Township
- Charter Township of Orion
- City of Hancock
- City of Harrisville
- City of Livonia
- City of Milan
- City of Owosso
- City of Oak Park
- City of Rochester Hills
- City of Westland
- Rose City
- Saginaw County Road Commission
- Superior Township
- Traverse City
- Village of Baraga
- Village of Ontonagon
- Ypsilanti Communities Utilities Authority

MDOT; Signing Bridge Connection Inventory – 2014-2015

Austin was the GIS Analyst for this large inventory. OHM Advisors was tasked with developing a GIS inventory of all MDOT signing bridge connections on all MDOT trunkline routes in six regions throughout the state. Austin used a mobile data collection technique to GPS and collect a detailed inventory, including photos, for nearly 5,000 signs.

Wayne County, RVSDS Long Term Corrective Action Plan – 2014-2015

Austin assisted with the development of an enhanced GIS database for the key assets in the RVSDS interceptor system, including the addition of system attributes from sewer and manhole inspection efforts. This information was developed into a master table that was used to build the updated hydraulic model. The expanded database was developed to facilitate future O&M on the system and to provide current and relevant system information on the County's GIS platform.

Jamie Lau | GIS Analyst



Education

- Bachelor of Arts in Environmental Studies & Civic Urbanism, Rollins College, 2014
- Associate of Arts in General Studies, Lansing Community College, 2004

Experience

With OHM since 2016
12 years prior experience

Professional Affiliation(s)

- Improving Michigan's Access to Geographic Information Networks (IMAGIN), member
- Michigan Communities Association of Mapping Professionals (MiCAMP)
- Michigan GIS User Group, member
- Southeast Michigan Council of Governments (SEMCOG), member
- Florida Urban & Regional Information Systems Association (FLURISA), former member

Professional Development

- IMAGIN Conference, 2016
- ArcGIS Enterprise: Configuring a Base Deployment - Certificate

Background

Jamie Lau serves as a Senior GIS Analyst at OHM Advisors. Performing as an GIS Enterprise subject matter expert, Jamie has helped several organizations design, implement and maintain their individual GIS Enterprise system architectures. Jamie specializes in the areas of GIS enterprise & database management. Her experience in GIS/Geospatial Analysis and cartography has developed her ability to perform quality control and maintain data integrity at a high level. Her experience with enterprise GIS management has increased her desire to provide innovative web GIS solutions.

Jamie is responsible for providing support for GIS Enterprise systems and databases within OHM and beyond. This includes the deployment and integration of web-based GIS software. She is also responsible for creating and maintaining web GIS applications for asset management purposes. She has participated in projects requiring spatial analysis. She is experienced in using a variety of software and related tools, including ESRI ArcGIS, 3D Analyst Extension, Spatial Analyst Extension, Production and Defense Mapping Extension, ArcGIS Online, Trimble TerraFlex, Microsoft Office, and Adobe Creative Suite.

Select Relevant Experience

ArcGIS Server Architecture, Implementation & Management, Marion, Howell, Ocoola, Genoa Utility Department (MHOG) – 2016-2019

Jamie was tasked with designing and implementing a web GIS system architecture. Responsibilities included making recommendations regarding hardware/software requirements, analyzing existing infrastructure to provide maximum system performance, and advising IT staff on best practices to ensure reliability of services.

ArcGIS Server Architecture, Implementation & Management, Ypsilanti Community Utilities Authority (YCUA) – 2016-2019

Jamie was tasked with designing and implementing a web GIS system architecture. Responsibilities included making recommendations regarding hardware/software requirements, analyzing existing infrastructure to provide maximum system performance, and advising IT staff on best practices to ensure reliability of services. She provides ongoing support upon request.

ArcGIS Enterprise Multi-Tier System Architecture, OHM Advisors – 2019

Jamie has been tasked to redesign OHM's GIS system architecture to provide faster and more reliable GIS capabilities throughout the organization. Responsibilities include research and development regarding best practices within a web GIS deployment, designing a web GIS system architecture, installing and configuring software, working with IT to implement designed solutions. Her role will continue as GIS Enterprise Portal Administrator.

PFAS Contingency Planning, Oakland County, MI – 2019

GIS Analyst responsible for creating web applications used for analyzing potential PFAS sources and threats. Assisted colleagues making determinations regarding relevant hazards. Designed visual aids to help communities understand and mitigate PFAS contamination.

Jamie Lau | GIS Analyst

Select Relevant Experience Continued

Stormwater and Wastewater Asset Management Plans (SAW Grant), City of Traverse City, MI – 2016-Present

GIS Analyst for the City’s three-year \$2M SAW Grant to develop Asset Management Plans for its stormwater and wastewater infrastructure. Project includes City-wide enhancements to its GIS databases, record drawing research, system survey, detention pond and open channel assessments, sewer televising, manhole inspections, modeling, and the development of rate studies for both utilities. The stormwater rate study will include coordination with key local stakeholders to explore the feasibility of community-wide revenue sources for the stormwater system.

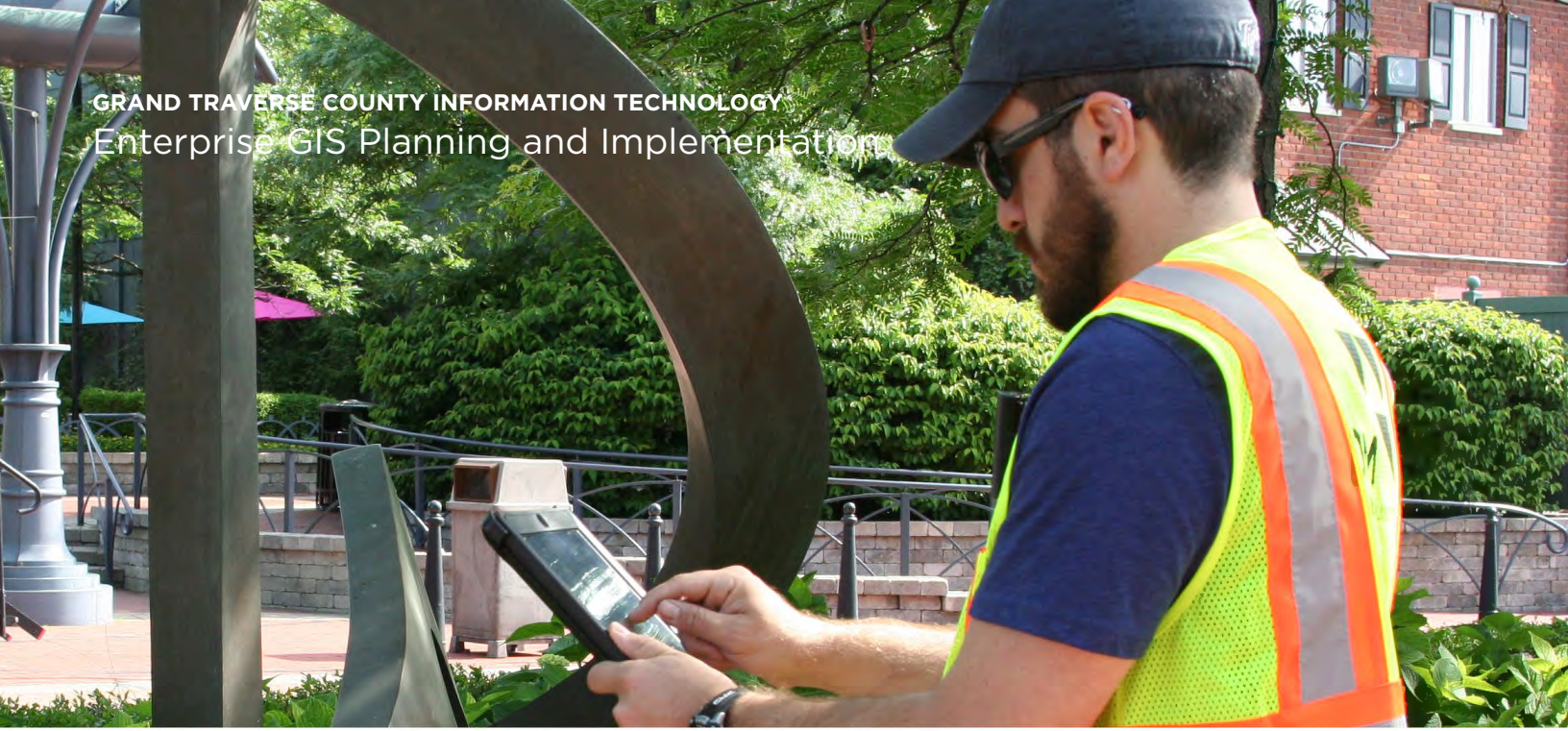
Asset Management Programs, Various Communities 2016 – Ongoing

Asset management programs (AMP) vary depending on the community’s needs and budgets. As the GIS Analyst, Jamie updates the GIS both via spatial location and attribution to create a complete system. Systems analyzed have included some of the largest utility systems in the State of Michigan, including:

- Augusta Township
- Brighton Township
- Charter Township of Orion
- City of Alma
- City of Auburn Hills
- City of Battle Creek
- City of Ewart
- City of Fenton
- City of Hancock
- City of Harrisville
- City of Livonia
- City of Milan
- City of Novi
- City of Owosso
- City of Oak Park
- City of Rochester Hills
- City of Romulus
- City of Royal Oak
- City of Saginaw
- City of Southfield
- City of Traverse City
- City of Westland
- Lapeer County Road Commission
- Rose City
- Saginaw County Road Commission
- Superior Township
- Village of Baraga
- Village of Chesaning
- Village of Dexter
- Village of Milford
- Village of Ontonagon
- Wolf Lake Common Fund
- Ypsilanti Communities Utilities Authority

As Needed GIS Support, Data Management, Updates, and Modeling

- Augusta Township
- Canton Township
- Charter Township of Orion
- City of Auburn Hills
- City of Farmington
- City of Milan
- City of Oak Park
- City of Owosso
- City of Rochester Hills
- City of Royal Oak
- City of Westland
- Green Oak Township
- Livingston Community Water Authority
- Village of Baraga
- Village of Dexter
- Superior Township
- Scio Township
- Village of Dexter
- Village of Chesaning
- Village of Milford
- Ypsilanti Township
- Ypsilanti Communities Utilities Authority



8. Time Frame

Please find our detailed Time Frame in Section 4 - Work Plan of this RFQ response.



9. Cost and Price Analysis

Fixed, not to exceed cost proposal:

Phase I:	\$11,880
Phase II:	\$9,990
Phase III:	\$12,015
Phase IV:	\$8,505
Phase V:	\$14,040
Other:	-
Total:	\$56,430

Vendor Bid Rate Comparison

Department: Equalization\GIS & IT

RFP: Geographic Informain System (GIS) Planning and Implementation (RFP IT-2019.01)

Description of Charges	Proposed		Proposed		Proposed		Proposed				Proposed	
Services being evaluated	Holland Engineering		OHM Advisors		Avineon		Timmons Group Geospatial Solutions				Superior Information Technology, LLC dba Anantics	
Items	Hours	Sub Cost	Hours	Sub Cost	Hours	Sub Cost	Hours	Sub Cost (Min.)	Hours	Sub Cost (Max.)	Hours	Sub Cost
Pre-Phase: Phase 0 Project Initiation	0	\$0	0	\$0	0	\$0	28	\$3,660	28	\$3,660	0	\$0
Phase I: Requirements & Design	130	\$11,050	88	\$11,880	N/A	\$31,778	224	\$33,400	224	\$33,400	N/A	\$28,000
* Data Inventory, Systems Design, Data Model Design, Application Design												
Phase II: Projct Planning & Timelines	24	\$2,040	74	\$9,990	N/A	\$4,447	91	\$12,785	91	\$12,785	N/A	\$18,000
*Testing, Timeline, Priorities												
Phase III:	86	\$7,310	89	\$12,015	N/A	\$33,743	512	\$72,640	753	\$107,440	N/A	\$140,000
* System Build, Data Migration, Application Development												
Phase IV: System Testing & QA/QC	24	\$2,040	63	\$8,505	N/A	\$13,551	112	\$15,800	192	\$26,000	N/A	\$18,000
Phase V: Finial System Delivery	30	\$2,550	104	\$14,040	N/A	\$15,697	120	\$20,520	168	\$27,360	N/A	\$10,000
*Go Live, Training												
Miscellaneous	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$5,000
Consulting Support Per Hour:	\$85		\$135		N/A		\$199		\$145		N/A	
Annual Ongoing Cost:		N/A		N/A		N/A						
TOTALS:	294	\$24,990	418	\$56,430	N/A	\$99,216	1,059	\$158,805	1,456	\$210,645	N/A	\$219,000

Lowest cost vendor:	\$ 24,990
---------------------	-----------

Vendor	Total Cost:	Net Difference
Holland Engineering	\$24,990.00	-\$194,010.00
OHM Advisors	\$56,430.00	-\$162,570.00
Avineon	\$99,216.00	-\$119,784.00
Timmons Group Geospatial Solutions (Min.)	\$158,805.00	-\$60,195.00
Timmons Group Geospatial Solutions (Max.)	\$210,645.00	-\$8,355.00
Superior Information Technology, LLC dba Anantics	\$219,000.00	\$0.00

Vendor Scoring Chart

Factor	Point Value (Must total 100)		Holland Engineering	OHM Advisors	Avineon	Timmons Group	Superior Information Technologies, LLC. Dba Ananitics
Management (20%) IV-1	20	To what extent will the management structure insure the successful completion & quality of the project?	11.40	19.20	14.60	13.60	15.20
		How reasonable are the staff hours allocated to each task?					
		How reasonable is the project timeline?					
Tasks (50%) IV-2	40	How responsive is the proposal to each of the requirements?	24.00	35.00	29.00	28.00	29.00
		Does the proposal identify specific considerations?					
		What is the extent of the firm's understanding of GIS applications and their implementation?					
		How well alternative approaches described and how innovative are those approaches?					
Prior Experience & Personnel (20%) IV-3	20	To what extent does the staff assigned to the project have experience and talent to assure successful project completion?	10.00	19.60	18.00	17.60	17.60
		To what extent has the firm involved in similar projects?					
Cost & Price Analysis (10%) IV-4	20	How reasonable is the total cost?	17.00	14.40	4.60	2.20	3.20
		To what extent are the cost accurately allocated between the tasks?					
		How is the project cost compared to other bidders?					
Total Score:	100		62.40	88.20	66.20	61.40	65.00

Vendor Selected: OHM Advisors

Date Selected: August 20, 2019

Selected by: Equalization\GIS & IT Team

Equalization & GIS Team

James Baker

Chris Fieldhouse

Mike Steffes

IT Team

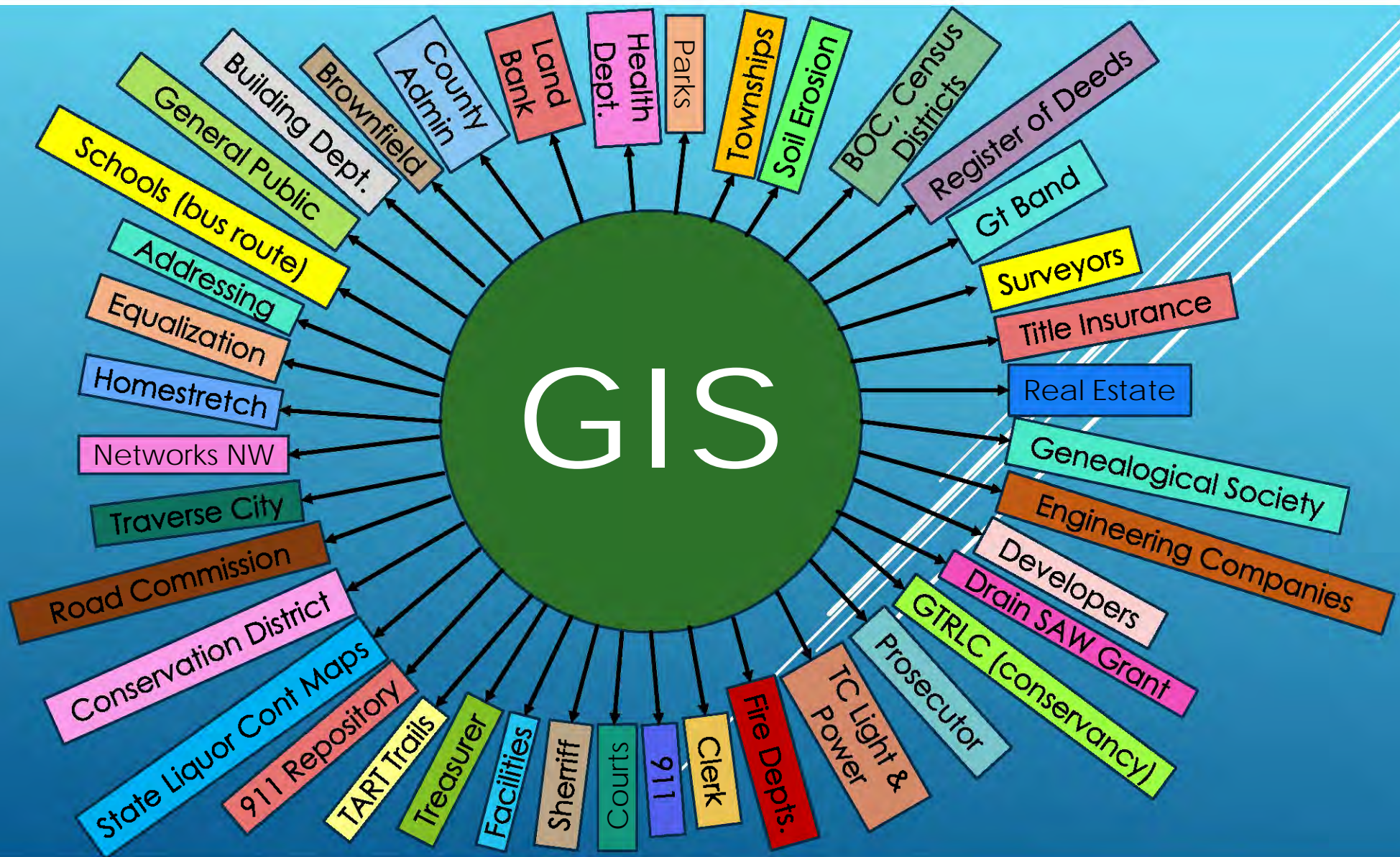
Ming Mays

Jon Wilson

Evaluated by:

Organization Name: Grand Traverse County

Project/RFP Description: RFP Geographic Informain System (GIS) Planning and Implementation (RFP IT-2019.01)



Action Request



Meeting Date:	9/4/19		
Department:	Veterans Affairs	Submitted By:	Michael Roof
Contact E-Mail:	mroof@grandtraverse.org	Contact Telephone:	231-995-6069
Agenda Item Title:	Veterans Millage		
Estimated Time:		Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

(in minutes)

Summary of Request:

The Grand Traverse County Department of Veterans Affairs is requesting to lower their annual millage to .08 until the expiration of the term til 2022.

(SEE ATTACHMENT FOR FUTHER DETAILS)

Suggested Motion:

Approval to amend the 2019 L-4029 for the Veterans' Millage to reflect the Requested Millage to be levied to be .08 of the Maximum Allowable Millage Levy of .1179

Financial Information:

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

If not included in budget, recommended funding source:

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

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date: _____

Miscellaneous:

Attachments:

Attachment Titles:

RESOLUTION

XX-2019

Veterans Millage

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on September 4, 2019, reviewed the recommendation from Veterans Affairs to approve amending the 2019 L-4029 for the Veterans' Millage to reflect the requested millage to be levied to be .08 of the Maximum Allowable Millage Levy of .1179; and,

WHEREAS, In 2016 a millage to fund the Grand Traverse County Department of Veterans Affairs was approved for 6 years at .12 mills; and,

WHEREAS, Over the past several years changes have been made to have the department more efficient and our contracts with Benzie and Leelanau Counties have ended or will end by December of 2021; and,

WHEREAS, Two years into the millage appropriations, there is a much clearer picture of what is currently needed for departmental funding and it's become apparent that our fund balance and increased funding exceeds our annual budgetary needs; and,

WHEREAS, In order to allow for the greatest level of transparency and to be the best stewards of taxpayers' money, we request that our millage be lowered to .08 mills until the date of expiration of millage; and,

WHEREAS, Lowering the millage does not mean a reduction in services to veterans but rather a chance to best serve at a level that is achievable as well as be a vital and fiscally responsible partner in our community.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approves lowering the Veterans millage to .08 mills until the date of expiration of the millage (2020 through 2022).

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: September 4, 2019

Grand Traverse Board of Commissioner's Meeting

September 4, 2019

First of all, I would like to say thank you to the taxpayers of Grand Traverse County for approving the 2016 millage which currently funds the Grand Traverse County Department of Veterans Affairs. These funding dollars have helped to ensure that all veterans living in and around the Grand Traverse region receive all benefits to which they are entitled.

When passed, the millage was set at .12 mils, which provided our department with revenue of \$545,700.00 for FY2017. At this time, our department also had contracts with Benzie and Leelanau counties to provide veteran services. Those contracts provided an additional revenue of \$77,689. Benzie was \$32,429 and Leelanau was \$45,260. As of January 1, 2019, our department no longer has a contract with Benzie, as they decided to provide their own services and staffing needs. Our contract with Leelanau County ends in December 2021. Although we foresee leaders being satisfied with the services provided, there is never a guarantee that any contracts will be renewed.

Upon becoming Director of the Veterans Affairs department in January of 2018, I immediately made changes to make the department more efficient. These changes included the elimination of one staff position as well as changing the role of another to a Benefits Counselor, increasing the number of clients assisted as well as participating in outreach events. Within 6 months, client appointment wait time went down from over one month to just one week (or less) and most walk-ins being able to be seen the same day.

In 2019, the department has grown from only assisting veterans in the office to also providing weekly outreach events at Kingsley Library, Interlochen Library and Leelanau Government Building. Our department has also been a part of the community by having booths at the National Cherry Festival, Northern Michigan Fair as well as the Grand Traverse and Leelanau Senior Expos. We have also been an integral part of growth by becoming a founding team member in the first official Veterans Treatment Court for the 86th District and now seeking expansion to local Native tribes, in order to provide benefits counseling.

Being two years into the millage appropriations, there is a much clearer picture of what is needed for departmental funding. By the end of 2019, the Veterans' Affairs department will have a reserve fund balance of approximately \$450,582. This reserve fund balance is due to operating more efficiently, adjusting our staffing plan as well as additional revenue from contracts and grants. Because of the fact that the awarding of grants and contracts is never a guarantee, the millage amount should always ensure coverage of the annual budget.

In May, the millage rollback reduced the rate to .117.

Through multiple talks with County Administrator Nate Alger, Finance Director Dean Bott and the Grand Traverse County Department of Veterans Affairs Committee Chairman Art Eisner, it became apparent that our fund balance and increased funding exceeded our annual budgetary needs.

In order to allow for the greatest level of transparency and to be the best stewards of taxpayers' money, something our department continually strives to achieve, we respectfully request that our millage be lowered to .08 mils until date of expiration of millage. *The spreadsheet below shows the projected financial outlook with the millage reduction.*

Fund 252 Projection (Tax Revenue reduced by 35%)				
	Tax	Other		Cummulative
	Revenue	Revenue	Expenditures	Fund Balance
2017	\$ 556,671.46	\$ 80,128.24	\$ 472,152.20	\$ 164,647.50
2018	\$ 569,612.31	\$ 89,284.17	\$ 491,718.23	\$ 331,825.75
2019	\$ 593,938.89	\$ 56,818.00	\$ 532,000.00	\$ 450,582.64
2020	\$ 393,781.48	\$ 50,000.00	\$ 517,625.00	\$ 376,739.12
2021	\$ 401,657.11	\$ 5,000.00	\$ 530,565.63	\$ 252,830.61
2022	\$ 409,690.26	\$ 5,000.00	\$ 543,829.77	\$ 123,691.10
For the years 2020 through 2022 the millage rate would be .08				

Lowering of the millage does not mean a reduction in services to the veterans of our community but rather a chance to best serve at a level that is achievable as well as be a vital and fiscally responsible partner in our community.

We welcome anyone with any questions or concerns to reach out to our office at any time and we appreciate the continued support given to both our office and the veterans that we strive to serve each and every day.

With utmost respect,

Michael Roof
 Director
 Grand Traverse County Department of Veterans Affairs

Action Request



Meeting Date:	September 4, 2019		
Department:	Drain Commission	Submitted By:	Steve Largent
Contact E-Mail:	slargent@grandtraverse.org	Contact Telephone:	231-941-4807
Agenda Item Title:	Duck Lake and Silver Lake SAD Resolutions		
Estimated Time:	10 <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

In order to move forward with the Special Assessment District's (SAD) for both Duck Lake and Silver Lake, resolutions to reaffirm the intent for determination of normal lake levels and establishment of the SAD's are required as a means to perform and finance projects to maintain the lake levels.

Suggested Motion:

Approval of Resolution for Duck Lake and resolution for Silver Lake to reaffirm the establishment of Special Assessment Districts for both Duck Lake and Silver Lake as a means to finance projects to maintain the lake levels.

Financial Information:

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

If not included in budget, recommended funding source:

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

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date: _____

Miscellaneous:

Attachments:

Attachment Titles:

RESOLUTION

XX-2019

Drain Commissioner – Duck Lake; Determination of Special Assessment District; Reaffirm Intent for determination of normal inland lake level and establishment of a Special Assessment District.

WHEREAS, Part 307 of the Natural Resources and Environmental Protection Act, MCL §324.30701 *et seq.*, permits the establishment of lake levels for inland lakes and provides for the establishment of a lake level special assessment district as a means to perform and finance projects to maintain the lake levels; and

WHEREAS, Section 30711 of Part 307 provides that this body may by resolution determine that the whole of the cost of the project to establish and maintain a normal lake level shall be defrayed by special assessments against the following that are benefitted by the project: privately owned parcels of land, political subdivisions of the state, and state owned lands under the jurisdiction and control of the Michigan Department of Environment, Great Lakes, & Energy; and

WHEREAS, this body, upon the recommendation of the Grand Traverse County Drain Commissioner and pursuant to Part 307, has previously determined by resolution (a) to establish the normal water level for Duck Lake and (b) that the whole or a part of the cost(s) of the project to establish and maintain the level of Duck Lake would be defrayed by special assessments against the aforementioned benefitted properties; and

WHEREAS, this body intends for the previously established special assessment district for benefitted properties to be re-affirmed;

THEREFORE, IT IS RESOLVED that the whole of the cost of the project to establish and maintain a normal lake level for Duck Lake shall be defrayed by special assessments

against the following that are benefited by the project: privately owned parcels of land, political subdivisions of the state, and state owned lands under the jurisdiction and control of the Michigan Department of Environment, Great Lakes, & Energy.

FURTHER, IT IS RESOLVED, pursuant to Section 30712 of Part 307, that the Grand Traverse County Drain Commissioner shall:

1. prepare a computation of project costs;
2. prepare an updated special assessment roll for the purpose of assessing said costs against the aforementioned benefitted properties; and
3. issue public notice and hold a public hearing to review the costs and special assessment roll pursuant to Section 30714(2) of Part 307.

FINALLY, IT IS RESOLVED that this resolution shall be effective immediately.

APPROVED: September 4, 2019.

RESOLUTION

XX-2019

Drain Commissioner – Silver Lake; Determination of Special Assessment District; Reaffirm Intent for determination of normal inland lake level and establishment of a Special Assessment District.

WHEREAS, Part 307 of the Natural Resources and Environmental Protection Act, MCL §324.30701 *et seq.*, permits the establishment of lake levels for inland lakes and provides for the establishment of a lake level special assessment district as a means to perform and finance projects to maintain the lake levels; and

WHEREAS, Section 30711 of Part 307 provides that this body may by resolution determine that the whole of the cost of the project to establish and maintain a normal lake level shall be defrayed by special assessments against the following that are benefitted by the project: privately owned parcels of land, political subdivisions of the state, and state owned lands under the jurisdiction and control of the Michigan Department of Environment, Great Lakes, & Energy; and

WHEREAS, this body, upon the recommendation of the Grand Traverse County Drain Commissioner and pursuant to Part 307, has previously determined by resolution (a) to establish the normal water level for Silver Lake and (b) that the whole or a part of the cost(s) of the project to establish and maintain the level of Silver Lake would be defrayed by special assessments against the aforementioned benefitted properties; and

WHEREAS, this body intends for the previously established special assessment district for benefitted properties to be re-affirmed;

THEREFORE, IT IS RESOLVED that the whole of the cost of the project to establish and maintain a normal lake level for Silver Lake shall be defrayed by special assessments

against the following that are benefited by the project: privately owned parcels of land, political subdivisions of the state, and state owned lands under the jurisdiction and control of the Michigan Department of Environment, Great Lakes, & Energy.

FURTHER, IT IS RESOLVED, pursuant to Section 30712 of Part 307, that the Grand Traverse County Drain Commissioner shall:

1. prepare a computation of project costs;
2. prepare an updated special assessment roll for the purpose of assessing said costs against the aforementioned benefitted properties; and
3. issue public notice and hold a public hearing to review the costs and special assessment roll pursuant to Section 30714(2) of Part 307.

FINALLY, IT IS RESOLVED that this resolution shall be effective immediately.

APPROVED: September 4, 2019.

Action Request



Meeting Date:	9/4/2019		
Department:	Finance	Submitted By:	Dean Bott
Contact E-Mail:	dbott@grandtraverse.org	Contact Telephone:	(231) 922-4680
Agenda Item Title:	Revised Deficit Elimination Plan for Drain Commission Component Unit		
Estimated Time:	5 minutes <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

The Michigan Department of Treasury has requested additional information regarding the negative unrestricted net position reported on our Drain Commission Component Unit financial statements. Specifically they wanted the Deficit Elimination Plan to include anticipated expenditures for 2019 and to have the plan that was previously submitted updated to include these costs. They also have requested the amended budgets for the drain funds that have deficits. I have revised the attached Deficit Elimination Plan to include the estimated expenditures for 2019 and the proposed recovery of those costs by way of the special assessments that will be levied later this year. For the requested budget information I am providing the Expenditure Budget Status Reports for Fund 639 (Drain Revolving Fund - Duck Lake), Fund 839 (Silver Lake - Lake Level), Fund 841 (Old Mission), and Fund 842 (Cass Road).

Suggested Motion:

Review, discussion, and approval of the revised Deficit Elimination Plan to include estimated expenditures for 2019. The accompanying resolution will include the amended budgets for Funds 639, 839, 841, and 842.

Financial Information:

Total Cost:		General Fund Cost:	\$0.00	Included in budget:	<input type="radio"/> Yes <input checked="" type="radio"/> No
-------------	--	--------------------	--------	---------------------	---

If not included in budget, recommended funding source:

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

Reviews:	Signature	Date
Finance Director	Dean Bott	29-Aug-19
Human Resources Director		
Civil Counsel		

Administration: Recommended Date: _____

Miscellaneous:

Attachments:

Attachment Titles:

RESOLUTION

XX-2019

Revised Deficit Elimination Plan (Drain Commission)

WHEREAS, Grand Traverse County reported deficits in one or more funds in the audit report submitted to the Michigan department of Treasure for the fiscal year ending 2018; and,

WHEREAS, Public Act 140 of 1971, Section 21(2), requires that a Deficit Elimination Plan be formulated by the local unit of government and filed with the Michigan Department of Treasury.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County adopts the following Deficit Elimination Plan for the Drain Commission:

Drain Commission – Component Unit	2019	2020
Unrestricted Net Position	\$ (94,066.00)	\$ (94,066.00)
Special Assessment Revenue	\$ 0.00	\$ 94,066.00
Unrestricted Net Position	\$ (94,066.00)	\$ 0.00

BE IT FURTHER RESOLVED That the amended budgets for the Drain Revolving Fund Duck Lake – Lake Level (Fund 639), Silver Lake – Lake Level (Fund 839), Old Mission Drain (Fund 841), and the Cass Road Drain (Fund 842) as evidenced by the attached Revenue Status and Expenditure Budget Status Reports which are included as part of the Deficit Elimination Plan.

BE IT FURTHER RESOLVED THAT, the Board of Commissioners directs the Finance Department to submit the Deficit Elimination Plan (Drain Commission) to the Michigan Department of Treasure for certification.

APPROVED: September 4, 2019

**Grand Traverse County
Deficit Elimination Plan**

	2019	2020	2021
Drain Commission - Component Unit			
Unrestricted Net Position	\$ (94,066.00)	\$ (74,712.00)	\$ (42,706.00)
Duck Lake Expenditures	\$ 5,916.00	\$ 5,250.00	\$ 2,400.00
Silver Lake - Lake Level Expenditures	\$ 6,214.00	\$ 5,250.00	\$ 2,400.00
Old Mission Expenditures	\$ 8,000.00	\$ -	\$ -
Cass Road Expenditures	\$ 8,022.00	\$ 5,000.00	\$ -
 Special Assessment Revenue	 \$47,506.00	 \$47,506.00	 \$47,506.00
 Unrestricted Net Position	 \$ (74,712.00)	 \$ (42,706.00)	 \$ -

GRAND TRAVERSE COUNTY
 REVENUE STATUS REPORT AS OF 08/30/2019

639 DRAIN REVOLVING FUND

516 DUCK LAKE - LAKE LEVEL

	INITIAL BUDGET	BUDGET ADJUSTMENTS	ADJUSTED BUDGET	* * R E V E N U E S * *		UNREALIZED REVENUE	% EXPENDED / REALIZED
				THIS MONTH	THIS YEAR		
626.00 CHARGES FOR SERVICES RENDERE	.00	.00	.00	.00	.00	.00	N/A
672.00 SPECIAL ASSESSMENT REVENUES	.00	6000.00	6000.00	.00	.00	6000.00	.00
TOTALS	.00	6000.00	6000.00	.00	.00	6000.00	
CURRENT ACCUMULATIVE PERFORMANCE			%				
PERCENT OF REVENUE RECEIVED			%				

GRAND TRAVERSE COUNTY
 EXPENDITURE BUDGET STATUS REPORT AS OF 08/30/2019

PAGE 2

639 DRAIN REVOLVING FUND
 516 DUCK LAKE - LAKE LEVEL

	INITIAL BUDGET	BUDGET ADJUSTMENTS	ADJUSTED BUDGET	E X P E N D I T U R E S		CURRENT ENCUMBRANCES	BUDGET BALANCE	% EXPENDED / REALIZED
				THIS MONTH	THIS YEAR			
729.02 COPY MACHINE USE	.00	.00	.00	.00	.00	.00	.00	N/A
730.00 POSTAGE	.00	.00	.00	.00	.00	.00	.00	N/A
743.00 OTHER SUPPLIES	.00	2000.00	2000.00	9.84	9.84	.00	1990.16	.49
COMMODITIES	.00	2000.00	2000.00	9.84	9.84	.00	1990.16	.49
808.00 ATTORNEY FEES	.00	4000.00	4000.00	906.25	906.25	.00	3093.75	22.66
818.00 CONTRACT SERVICES	.00	.00	.00	.00	.00	.00	.00	N/A
CONTRACTUAL SERVICES	.00	4000.00	4000.00	906.25	906.25	.00	3093.75	22.66
992.00 CONTINGENCY	.00	.00	.00	.00	.00	.00	.00	N/A
DEBT SERVICE	.00	.00	.00	.00	.00	.00	.00	N/A
 TOTALS	.00	6000.00	6000.00	916.09	916.09	.00	5083.91	
CURRENT ACCUMULATIVE PERFORMANCE			22 %					
PERCENT OF BUDGET EXPENDED			15 %					

GRAND TRAVERSE COUNTY
 REVENUE STATUS REPORT AS OF 08/30/2019

PAGE 1

839 S.A. LAKE LEVEL - SILVER LAKE

442 SILVER LAKE

	INITIAL BUDGET	BUDGET ADJUSTMENTS	ADJUSTED BUDGET	* * R E V E N U E S * *		UNREALIZED REVENUE	% EXPENDED / REALIZED
				THIS MONTH	THIS YEAR		
401.00 FUND BALANCE FORWARD	.00	.00	.00	.00	.00	.00	N/A
665.00 INTEREST EARNED	.00	.00	.00	.03	.20	.20-	N/A
672.00 SPECIAL ASSESSMENT REVENUES	.00	7000.00	7000.00	.00	.00	7000.00	.00
TOTALS	.00	7000.00	7000.00	.03	.20	6999.80	
CURRENT ACCUMULATIVE PERFORMANCE			%				
PERCENT OF REVENUE RECEIVED			%				

GRAND TRAVERSE COUNTY
 REVENUE STATUS REPORT AS OF 08/30/2019

841 S.A. DRAIN - OLD MISSION
 502 OLD MISSION DRAIN

	INITIAL BUDGET	BUDGET ADJUSTMENTS	ADJUSTED BUDGET	* * R E V E N U E S * *		UNREALIZED REVENUE	% EXPENDED / REALIZED
				THIS MONTH	THIS YEAR		
401.00 FUND BALANCE FORWARD	.00	.00	.00	.00	.00	.00	N/A
665.00 INTEREST EARNED	.00	.00	.00	.08	3.48	3.48-	N/A
672.00 SPECIAL ASSESSMENT REVENUES	.00	8000.00	8000.00	.00	.00	8000.00	.00
TOTALS	.00	8000.00	8000.00	.08	3.48	7996.52	
CURRENT ACCUMULATIVE PERFORMANCE			%				
PERCENT OF REVENUE RECEIVED			%				

GRAND TRAVERSE COUNTY
 REVENUE STATUS REPORT AS OF 08/30/2019

842 S.A. DRAIN - CASS ROAD
 501 CASS ROAD DRAIN

	INITIAL BUDGET	BUDGET ADJUSTMENTS	ADJUSTED BUDGET	* * R E V E N U E S * *		UNREALIZED REVENUE	% EXPENDED / REALIZED
				THIS MONTH	THIS YEAR		
401.00 FUND BALANCE FORWARD	.00	7880.00	7880.00	.00	.00	7880.00	.00
665.00 INTEREST EARNED	.00	.00	.00	272.24	1721.99	1721.99-	N/A
698.01 NOTE ISSUANCE - OTHER SOURCE	.00	200000.00	200000.00	.00	.00	200000.00	.00
TOTALS	.00	207880.00	207880.00	272.24	1721.99	206158.01	
CURRENT ACCUMULATIVE PERFORMANCE			1 %				
PERCENT OF REVENUE RECEIVED			%				

