

**GRAND TRAVERSE COUNTY BOARD OF COMMISSIONERS**

Wednesday, March 20, 2019 @ 8:00 a.m.

Governmental Center, 2<sup>nd</sup> Floor Commission Chambers

400 Boardman, Traverse City, MI 49684

General Meeting Policies:

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

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

**CALL TO ORDER:**

1. **OPENING CEREMONIES, EXERCISES, OR INVOCATION (Hundley)**  
(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 March 6, 2019 (Regular Meeting) ..... 3

**4. FIRST PUBLIC COMMENT**

Any person shall be permitted to address a meeting of the Board of Commissioners which is required to be open to the public under the 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](http://www.grandtraverse.org).

a.	Receive:	
	1) Conservation District January Report .....	11
	2) Conservation District February Report .....	19
	3) Road Commission Report .....	27
	4) Northwest Michigan Community Action Agency Minutes (1-17-19) .....	29
	5) Northern Lakes Community Mental Health Minutes (2-21-2019) .....	33
b.	Approvals:	
	1) Contract with Elder Law of Michigan (ELM) .....	37
	2) February 2019 Claims Approval .....	47
c.	Action:	
7.	SPECIAL ORDERS OF BUSINESS:	
	a. Public Health Accreditation Certificate Presentation .....	73
8.	ITEMS REMOVED FROM CONSENT CALENDAR	
9.	DEPARTMENTAL ITEMS:	
	a. Administration:	
	1) Community Development Block Grant Subrecipient Agreement – Venture North .....	74
	2) First Addendum to Camp Pugsley Project Development Agreement .....	112
	b. FINANCE:	
	1) Financial Report.....	116
10.	OLD/UNFINISHED BUSINESS:	
11.	NEW BUSINESS:	
	a. Per Diem Policy Update .....	118
	b. Rescind Resolution 161-2015, Eliminating Building Authority Per Diem.....	123
12.	SECOND PUBLIC COMMENT (Refer to Rules under Public Comment/Input above.)	
13.	COMMISSIONER/DEPARTMENT REPORTS:	
	a. NACO Report (Coffia)	
	b. Disclosure of Conflict - Wheelock .....	124
14.	NOTICES:	
	a. April Meeting Schedule	
15.	CLOSED SESSION:	
16.	ADJOURNMENT	

GRAND TRAVERSE COUNTY  
BOARD OF COMMISSIONERS

Regular Meeting  
March 6, 2019

Chairman Hentschel called the meeting to order at 8:00 a.m. at the Governmental Center.

OPENING CEREMONIES, EXERCISES OR INVOCATION

Commissioner LaPointe gave the invocation 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 February 20, 2019 Regular Meeting  
Minutes of February 27, 2019 Study Session

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

PUBLIC COMMENT

**Bruce Moore** made comments about the changes to the Board Rules.

**Gretchen Iorio** made comments about morning meetings, Invocation Policy, and changes to the Board Rules.

**Carol Shuckra** made comments about morning meetings and Invocation Policy.

**Kay Keating** made comments about morning meetings, Invocation Policy, and changes to the Board Rules.

**David Petrove** made comments about the Weimer Republic

**Ann Rogers** made comments about trust and transparency in government.

**T.J. Andrews** made comments about changes to the Board Rules.

APPROVAL OF AGENDA

Moved by Clous, seconded by LaPointe to approve the agenda as presented. Motion carried.

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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.

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A. RECEIVE AND FILE

1. Northern Lakes Community Mental Health minutes of January 17, 2019
2. Department of Health & Human Services minutes of January 25, 2019 (Pavilions)  
*Removed from calendar.*

B. APPROVALS

1. Resolution 36-2019  
Resource Recovery  
2019 Hauler Licenses
2. Scrap Tire Grant – *Removed from calendar.*
3. Resolution 37-2019  
Finance  
Federal Award (Grant) Policy
4. Resolution 38-2019  
Finance  
Budget Adjustments
5. Medical Services Contract for Jail Inmates – *Removed from calendar.*
6. Resolution 39-2019  
Central Dispatch/911  
Intergovernmental Agreements  
Wexford and Missaukee Counties  
Public Safety Answering Points (PSAP Agreement)

ACTION ON THE CONSENT CALENDAR

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

A-2	Page 15	By Coffia and Bruce Moore
B-5	Page 47	By Coffia
B-2	Page 21	By Dave Petrove

Moved by Wheelock, seconded by Coffia to approve the Consent Calendar minus items A-2, B2, and B5. Motion carried.

SPECIAL ORDERS OF BUSINESS

**a. Cherry Capital Airport – Airport Governance Models**

Stephen Baldwin, Stephen Baldwin Associates, gave a presentation on an Airport Authority governance model. Karrie Zeits, attorney, was available to answer additional questions.

PUBLIC COMMENT

**Judy Peltrow** suggested that the Ad Hoc Committee include officials from East Bay Township.

**David Petrove** made comments about the airport.

Moved by Hundley, seconded by LaPointe to create an Ad Hoc Airport Advisory Committee consisting of Commissioners LaPointe and Hentschel and County Administrator, Nate Alger. Motion carried.

Commissioners took a break at 9:17 a.m.

Commissioners returned to regular session at 9:23 a.m.

**b. Department of Health & Human Services – Universal Caseload Problem**

John Rizzo, DHHS board member, explained the problems with the new State’s software program. He indicated that many people were not getting the help they need and he would like a resolution of support from Grand Traverse County requesting they be allowed to go back to the old system until the new one is functional.

Moved by LaPointe, seconded by Coffia to direct the County Administrator to draft a resolution of support outlining specific points of concern and authorize the Chair to sign the letter and have it sent to our legislature and Governor.

Commissioner Hundley indicated that he will have to abstain due to a conflict of interest.

Roll Call Vote: Yes 6, Abstain 1

Abstain: Hundley

ITEMS REMOVED FROM CONSENT CALENDAR

**A2 Department of Health & Human Services (DHHS) minutes of January 25, 2019 (Pavilions)**

Commissioner LaPointe gave a brief report on what he said at the DHHS meeting.

Moved by Wheelock, seconded by Clous to Receive and File Department of Health & Human Services minutes of January 25, 2019 (Pavilions). Motion carried.

**B-2 Scrap Tire Grant**

PUBLIC COMMENT

**David Petrove** made comments about the scrap tire grant.

Resolution 40-2019  
Resource Recovery  
Michigan Department of Environmental Quality  
2019 Scrap Tire Grant

Moved by Coffia, seconded by Clous to approve Resolution 40-2019. Motion carried.

**B-5 Medical Services Contract for Jail Inmates**

Captain Todd Ritter, Jail Administrator, explained the request.

Resolution 41-2019  
Sheriff's Office  
Wellpath  
Medical Services Contract for Jail Inmates

Moved by Wheelock, seconded by Jewett to approve Resolution 41-2019. Motion carried.

DEPARTMENT ACTION ITEMS

**a. Finance**

- 1) Approval of Wheelock & Sons Welding Inc. Invoice  
Dean Bott explained the request to approve payment to Wheelock and Sons Welding Inc.

Resolution 42-2019  
Finance  
Approval of Wheelock & Sons Invoice

Moved by Coffia, seconded by Jewett to approve Resolution 42-2019.  
Yes: 6, Abstain 1  
Abstain: Wheelock

**b. Administration/BOC**

- 1) Community Development Block Grant (CDBG) Housing Loan Program Income Administration Agreement  
Dean Bott, Finance Director, Dan Thorell, Environmental Health Officer, Chris Brady, and Leslie Casselman, explained the block grants and answered Commissioners' questions.

Moved by Wheelock, seconded by Coffia to approve the Housing Loan Program Administration Agreement, the Fair Housing Resolution and the program guidelines provided in the packet. Motion carried.

Resolution 43-2019  
Fair Housing Resolution

Commissioners took a break 10:37 a.m.

Commissioners returned to regular session at 10:45 a.m.

2) Director of Equalization

Nate Alger, County Administrator, explained the request to eliminate the contract with the Equalization Director and place this position in the non-contract exempt staffing plan.

Resolution 44-2019  
Equalization Director  
Reclassification

Moved by Wheelock, seconded by Jewett to approve Resolution 44-2019.  
Motion carried.

OLD/UNFINISHED BUSINESS

**a. Appointment of Ad Hoc Committee for Code of Ethics**

Chairman Hentschel suggested appointment of the following commissioners to the Code of Ethics Ad Hoc committee:

Coffia  
Clous  
Jewett

Moved by Wheelock, seconded by Hundley to approve the appointment of the Commissioners listed above to the Ad Hoc Committee for Code of Ethics.  
Motion carried.

**b. Appointment of Board Representative to Northern Lakes Community Mental Health**

Chairman Hentschel indicated that Commissioner Coffia is unable to continue to serve on the Northern Lakes Community Mental Health board. He indicated that Sherise Shively, Community Corrections, is interested in being appointed to this board.

Moved by Wheelock, seconded by Jewett to appoint Sherise Shively as the County Representative. Motion carried.

NEW BUSINESS

**a. Appoint Ad Hoc Committee – Interview to Fill Vacancies & Recommend Appointments**

Chairman Hentschel suggested appointment of the following commissioners to the Ad Hoc committee that will interview to fill vacancies and recommend appointments

Hentschel  
Wheelock  
Jewett

Moved by Wheelock, seconded by Jewett to appoint the Commissioners listed above to the Ad Hoc committee that will interview to fill vacancies and recommend appointments. Motion carried.

**b. Additional Changes to Board Rules**

Commissioners received an amended set of board rules to consider.

PUBLIC COMMENT

**Betsy Wacker** opposed to board rule changes

**David Petrove** opposed to board rule changes

**Dave Nichols** opposed to board rule changes

**Abe Caldwell** opposed to board rule changes

**Elara Coleman** opposed to board rule changes

Moved by LaPointe, seconded by Clous to divide the approval of the board changes into separate sections. Motion carried.

Sections 5, 5.2, 5.4, 11.3

Moved by LaPointe, seconded by Clous to approve sections 5, 5.2, 5.4, and 11.3.

Commissioner Wheelock made a motion to amend the motion to strike out “and subject to approval by the Chairperson” in section 5, Agenda For Regular Meetings.

After discussing if this should be an amendment or not, Commissioner Wheelock withdrew his amendment to the original motion.

Moved by Hentschel, seconded by Clous to Call the Question.

Roll Call Vote: Yes 4, No 3

Nay: Hundley, Coffia, and Wheelock

Vote on original motion to approve sections 5, 5.2, 5.4, and 11.3 as presented in the packet.

Roll Call Vote: Yes 4, No 3

Nay: Coffia, Wheelock, and Hundley

**Section 6.2**

Moved by LaPointe, seconded by Clous to approve amendment to section 6.2

Roll Call Vote: Yes 4, No 3

Nay: Wheelock, Hundley, and Coffia

**Section 6.3.2.2**

Moved by LaPointe, seconded by Clous to approve amendment to section 6.3.2.2

Commissioner Coffia indicated that it was now 12:00 p.m. and according to the Board Rules of Order, no new business shall be considered beyond 4 hours after the meeting began (Rule 2.8). Chairman Hentschel declared that they would finish discussing the Board Rules of Order before adjourning.

Commissioner Coffia appealed her decision to the full board and a roll call vote was taken:

Roll Call Vote: Yes 3, No 3, Abstain 1

Nay: Hundley, Coffia and Wheelock

Abstain: Hentschel

\* A tie vote sustains the decision of the Chairperson, and loses the appeal, per 12.2 of the Board Rules.

Commissioner Coffia was excused at 12:04 p.m.

Vote on original motion to approve section 6.3.2.2

Roll Call Vote: Yes 5, No 1, Excused 1

Nay: Wheelock

**Section 6.3.2.3**

Moved by LaPointe, seconded by Clous to approve amendment to section 6.3.2.3

Roll Call Vote: Yes 4, No 2, Excused 1

Nay: Hundley and Wheelock

**Section 6.3.2.6**

Moved by LaPointe, seconded by Clous to approve amendment to section 6.3.2.6

Roll Call Vote: Yes 4, No 2, Excused 1

Nay: Wheelock and Hundley

Moved by Hentschel, seconded by Jewett to take up the last item of business, Amendments to Per Diem Policy.

Roll Call Vote: Yes 5, No 1, Excused 1

Nay: Wheelock

\* Motion failed because it must be unanimous to continue meeting (Rule 2.8)

**c. Amendments to Per Diem Policy – Moved to next board meeting.**

PUBLIC COMMENT

**Betsy Wacker** made comments about the Department of Health and Human Services and Commissioner Clous' comments.

**Chris Cramer** requested clarification on the appointment of the Ad Hoc Committee that will be interviewing for vacancies.

**William Killey, IV** made comments about Safe Harbor.

**Ann Rogers** indicated that a presentation would be put on at TADL called "The Devil We Know"

COMMISSIONER/DEPARTMENT REPORTS

None

NOTICES

**March 20, 2019 – Regular Meeting**

**April 3, 2019 – Regular Meeting**

CLOSED SESSION

None

Meeting adjourned at 12:30 p.m.

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

\_\_\_\_\_  
Rob Hentschel, Chairman

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

# **Grand Traverse Conservation District** **January 2019 Report**

## **CONSERVATION TEAM**

**OWNER/PARKLAND: City of Traverse City – Brown Bridge Quiet Area**

### **Administration**

- 2019 Planning Retreat (Work Plan/Events/Workbees)
- Prepared and submitted a 2018 Annual Report for the Brown Bridge Quiet Area
- Revised Capital Improvement Project list
- Attended an East Bay Township Parks & Recreation Commission meeting regarding the draft rules for the Brown Bridge Quiet Area. East Bay Township and the City are planning to enter into an intergovernmental agreement so rules at Brown Bridge can be enforced
- Began reorganizing and updating Brown Bridge Quiet Area Management Plan
- Provided City Clerk with annual attendance records for Brown Bridge Quiet Area advisory committee members
- Met with the City Manager regarding a collaboration opportunity with Greilick Outdoor Recreation Education Center (GOREC) and other partners

### **Routine Monitoring and Maintenance**

- Performed routine trailhead/parking lot inspections to refill dog waste bags and pick up trash
- Cleaned and restocked vault-toilets at BBQA parking lots
- Cleared trailhead parking lots of snow
- Removed snow from BBQA pole barn roof
- Prepped sites for west-end footbridge placement
- Cleared trails of fallen trees with chainsaws
- Removed damaged bench from canoe landing parking lot
- Assessed knocked over dam removal informational sign at canoe landing

### **Grants**

- Working with the GT Band on an Environmental Quality Incentive Program (EQIP) funding to augment an US Fish and Wildlife Service grant for Phase-II wood in the new river at Brown Bridge

### **Other**

- Organizing guided winter hike at BBQA to occur in February
- Communicated several times with Bridge Brothers out of Atlanta Georgia regarding the Brown's landing bridge delivery day and other logistics

## **OWNER/PARKLAND: Garfield Township – Various**

### **Administration**

- 2019 Planning Retreat (Work Plan/Events/Workbees)
- Met with Township staff to revise the GTCD invoice structure to align more appropriately with associated Township budget items
- Attended Garfield Township Budget and Work Plan meeting
- Provided updates at the Garfield Parks and Recreation Commission meeting
- Attended the Grand Traverse Commons Joint Planning Commission meeting regarding clarification of deed for the ‘Commons 100’ parcel
- Coordinated upcoming stewardship efforts with TC West Middle School (WMS) students and Grand Traverse Stewardship Initiative for Kids Creek Park

### **Routine Monitoring and Maintenance**

- Cleared and chain-sawed fallen trees across trails at various Garfield parklands
- Performed routine trailhead/parking lot inspections to refill dog waste bags and pick up trash at all Garfield parks
- Replaced vandalized interim trail intersect maps at the Commons Natural Area
- Provide routine walk throughs of the Silver Lake dog park to refill dog bag dispensers and change trash receptacle
- Monitored trail grooming activity at Silver Lake Rec Area
- Cleared snow plowed piles away from trailhead entries and trash receptacles to facilitate user access and contracted trash removal

### **Other**

- Created map for proposed 2019 trail construction on north side of Silver Lake Recreation Area to accommodate a greater loop trail opportunity
- Developed a list of native southern MI tree species for potential planting at Kids Creek Park with TC WMS
- Continued to work through the Cass Road Drain Project to purchase a parcel of property off Cass Road that will provide for an overflow channel to reduce flooding of Miller Creek as well as potentially serve as a trailhead for Miller Creek Park

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## **OWNER/PARKLAND: Grand Traverse County – Natural Education Reserve**

### **Administration**

- 2019 Planning Retreat (Work Plan/Events/Workbees)
- Coordinated the NER Advisory Committee meeting
- Developed a draft agenda and follow-up minutes for the NER Advisory Committee meeting
- Began drafting amendments and updates to the NER Management Plan for Advisory Committee review
- Met with TART regarding 2019 Boardman River Trail planning along the NER

### **Routine Monitoring and Maintenance**

- Performed routine trailhead/parking lot inspections to refill dog waste bags and pick up trash
- Contacted American Waste to ensure continued service of trash removal at trailheads through the course of winter
- Removed down trees and cleared branches along trails as necessary
- Cleared trailhead entries and trash receptacles of plowed snow piles to facilitate user access and contracted trash removal services

### **Grants**

- Working with the GT Band on an EQIP application for plantings in the new Sabin bottomlands, similar to what's being done just upstream in the Boardman bottomlands and Brown Bridge

### **Other**

- Collaborated with Norm Fred from Boardman River Clean Sweep and the MDNR Parks Department to install a vault toilet in the spring at the new access above the former Boardman dam site
- Met with TART regarding 2019 Boardman River Trail planning on NER property
- Moved timber to pole barns to construct pods for spring boardwalk installation
- Facilitated and led a Winter Guided Hike for the public through the Boardman bottomlands

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## **OWNER/PARKLAND: Recreational Authority – Hickory Meadows**

### **Administration**

- 2019 Planning Retreat (Work Plan/Events/Workbees)
- Attended and prepared the draft agenda for the monthly Hickory Meadows Advisory Committee (HMAC) meeting
- Attended and provided updates at the monthly Rec Authority Board meeting
- Communicated with City staff on trail grooming efforts, trail repairs from Hickory Hills retention basin over-flows, and plans for buffer installation in spring
- Solicited bids and confirmed orders for native trees and shrubs to plant for the planned buffer in spring
- Connected Cathlyn Sommerfield, CS Research and Consulting, to determine further administration and analysis of qualitative user surveys
- Developed a Hickory Meadows timeline with the HMAC for Beckett & Raedar to facilitate the Rec Authority visioning process
- Continued seeking sources for native trees and shrubs for planned buffer installation in spring

### **Routine Monitoring and Maintenance**

- Picked-up trash dumped at M-72 trailhead

- Monitored trail repair efforts in result of the over-flow of a Hickory Hills retention basin
- Provided routine trailhead checks to replace dog bags, pick-up parking lot litter, and other general maintenance needs
- Cut and cleared down trees and branches along the trail system as necessary
- Continued monitoring grooming efforts provided by city
- Re-posted damaged or missing temporary signage promoting trail etiquette on groomed winter trails
- Continued to supply, collect, and record user surveys at main trailheads regularly.
- Downloaded and analyzed trail counter data at trailheads

**Other**

- Facilitated the construction of bird nest boxes for later installation at Hickory Meadows with the Pathfinder’s School students to celebrate MLK Day. Facilitated the construction of bird nest boxes for later installation at Hickory Meadows with the Pathfinder’s School students to celebrate MLK Day as a Day of Service project



**OWNER/PARKLAND: Rotary Camps & Services – East Creek Reserve & Canterbury Woods**

**Administration**

- 2019 Planning Retreat (Work Plan/Events/Workbees)

**Routine Monitoring and Maintenance**

- Routine trailhead checks
- Checked East Creek Reserve trail intersects for possible navigational improvements

**Other**

- Continued communications with Schillinger Forestry LLC regarding timber harvest activity on East Creek Reserve property



**BOARDMAN RIVER STEWARDSHIP**

- Continue to work through the Cass Road Drain Project in partnership with the Grand Traverse Band and the Natural Resources Conservation Service on the replacement of the railroad crossing of Miller Creek.
- Working with the GT Band on an Environmental Quality Incentive Program (EQIP) funding to augment an US Fish and Wildlife Service grant for Phase-II wood in the new river at Brown Bridge.
- Working with the GT Band on an EQIP application for plantings in the new Sabin bottomlands, similar to what’s being done just upstream in the Boardman bottomlands and Brown Bridge.
- Presented a Boardman update to the East Bay Township Board of Trustees.

- Met with the Brook Trout Coalition to discuss their desire to see the Boardman River managed as a native brook trout and resident brown trout fishery without the presence of non-native Great Lakes fish.
- Met with owners of The River Outfitters regarding what parts of the river will be open and when for navigation in the spring and summer paddling season.

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**ENVIRONMENTAL EDUCATION**

**Nature Center Visitation this Month: 143**  
**Program Participants this month: 94**  
**Drop ins this month: 49**  
**Nature Center Visitation this year: 143**

**Nature Center Visitation Jan 2018: 279**  
**Program Participants Jan 2018: 242**  
**Drop-in Jan 2018: 37**  
**Nature Center Visitation since 2008: 85,765**

**Programing**

- 94 preschoolers and their families participated in nature based preschool programming at the Boardman River Nature Center
- Screen, interviewed, and hired the new Education Specialist position. This is a full-time year-round position that will facilitate programming at the Nature Center
- Completed summer camp schedule for 2019 season.
- Completed budget revisions for FY2019
- Worked to train two new docents to fill the vacant docent positions
- Rescheduled NEST fieldtrip programs due to weather
- Continued collaboration with Invasive Species Network on Field trip programs at the Nature Center and summer camp programming.

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**FORESTRY ASSISTANCE PROGRAM (FAP)**

**Trainings:** None in January

**On-Site Visits:**

Grand Traverse County

1. Oakley, 10 acres., Long Lake Twp.
2. Paradise Twp. 99 acres

**Written Forest Management Recommendations:** 0 **QFP Verifications:** 0 **MAEAP/FWH Verifications:** 0

**FAP Referrals to Private Sector:** 0 **FAP Referrals to Public Sector:** 3

**In-office Contacts:** 23 landowners **Follow-up Contacts:** 34 landowners/qualified foresters

### **FAP Promotion/Program Development:**

1. Met with possible summer forestry intern, Madeline Baroli and TBA Career Tech. Senior about mentoring possibilities.
2. Participated in Women Owning Woodlands webinar
3. Promotion for Winter/Spring forestry workshops
4. Met with Paradise Twp. board for Tree Farm reinspection/timber harvesting referral
5. Presentation to 33 8<sup>th</sup> grade students at TC West Middle School on Climate Change.
6. FAP Monthly conference call
7. Meeting with Joe VanderMuelen re: 2019 articles for Nature Change website
8. Meeting with Matt Ansorge, Chris Comeaux, Jed Jaworski re: Firewise Program on May 4<sup>th</sup>
9. FAP Booth for Small Farms Conference (approximately 50 contacts)

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### **MICHIGAN AGRICULTURE ENVIRONMENTAL ASSURANCE PROGRAM (MAEAP)**

**Farm Visits: 11 (Antrim/Grand Traverse), 7 (Benzie/Leelanau)**

**Risk Assessments Completed: 9 (Antrim/Grand Traverse), 4 (Benzie/Leelanau)**

**Farms Verified: 0**

#### **Updates:**

- 1/8: Grand Traverse Fruit Growers Council Meeting
- 1/8: Grow Benzie Potluck/Beekeeping
- 1/11: Freshwater Roundtable Meeting
- 1/15-1/16: Northwest Michigan Orchard and Vineyard Show
- 1/17: Benzie/Manistee Farm Bureau Board Meeting
- 1/22: Grow Benzie Potluck/Forum
- 1/23: Antrim Conservation District Board Meeting
- 1/25-1/26: Northern Michigan Small Farms Conference

#### **Current Projects:**

- Working with:
  - 12 Farms in Antrim
  - 22 Farms in Grand Traverse
  - 12 Farms in Leelanau
  - 5 Farms in Benzie
- Finalizing Employee Development Plans for 2019
- Planning MAEAP Phase 1 session and pesticide handling/storage presentation for 2019 Tree Fruit Management School.
- Promoting 2019 cost-share opportunities to producers in our four counties.

- Assisting producers in utilizing the MAEAP-fund code for NRCS EQIP applications
- Working on reverifying MAEAP farms for 2019.
- Planning and promoting 2019 agrichemical container recycling collections.
- Serving on agriculture committee for MICareerQuest.
- Serving on Freshwater Roundtable to plan 2019 Freshwater Summit.
- Researching options for pesticide/fertilizer cardboard and silage bag recycling.

**Upcoming Events:**

- 2/5: A&L Labs Soil Fertility Workshop in Lansing
- 2/8: Freshwater Roundtable Meeting
- 2/12-2/4: Tree Fruit Management School
- 2/28: Christmas Tree Conference
- 2/28-3/2: Great Lakes Hop and Barley Conference

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**NORTHWEST MICHIGAN INVASIVE SPECIES NETWORK (ISN)**

**Public Inquiry Responses: 22**

**Active Contacts: 68**

**Passive Contacts: 27,494**

**Acres Surveyed: 1,333**

**Sites Surveyed: 30**

**Acres Treated: 0**

**Sites Treated: 0**

**Volunteer Hours: 0**

**Volunteers: 0**

**Meetings/Presentations:**

- 1/8 - Presented status of invasive species to Master Gardeners; 38 attendees

**Treatments, Restoration, and Surveys:**

- Hemlock woolly adelgid surveys: 1,333 acres, 30 sites

**Other Accomplishments:**

- 1/26 - ["This you should know" feature on IPR - knotweed \(recorded in 2018\); 5,000+ listeners](#)
- DEQ Aquatic permit submitted (GT County)
- Facebook reach: 15,837
- Website reach: 4,662
- Instagram reach: 1550

**Upcoming Events:**

- HWA partner training February 2
- Additional ISN events scheduled: <https://www.habitatmatters.org/eventsworkbees.html>

## Acronyms and Abbreviations

AECOM	Boardman River Dams Project Engineers
BBAC	Brown Bridge Advisory Committee
BRNC	Boardman River Nature Center
CRA	Conservation Resource Alliance
DDA	Downtown Development Authority
DNR	Department of Natural Resources
ECR	East Creek Reserve
EPA	Environmental Protection Agency
EQIP	Environmental Quality Incentive Program
GBB	Go Beyond Beauty
GIS	Geographic Information System
GLRI	Great Lakes Restoration Initiative
GM	Garlic mustard
GTCD	Grand Traverse Conservation District
HWA	Hemlock Woolly Adelgid
HMAC	Hickory Meadows Advisory Committee
ISN	Invasive Species Network
JB	Japanese barberry
MACD	Michigan Association of Conservation Districts
MAEAP	Michigan Agriculture Environmental Assurance Program
MDARD	Michigan Department of Agriculture & Rural Development
MISC	Michigan Invasive Species Coalition
MNLA	Michigan Nursery & Landscape Association
NER	Natural Education Reserve
NMC	Northwestern Michigan College
NRCS	Natural Resources Conservation Service
NWMFFN	Northwest Michigan Food and Farming Network
NWISN	Northwest Michigan Invasive Species Network
OB	Oriental Bittersweet
USFWS	United State Fish & Wildlife Service
SEEDS	501(c)3 nonprofit organization
SFP	Safe Food Program
Tx	Treatment

## **Grand Traverse Conservation District** **February 2019 Report**

### **CONSERVATION TEAM**

**OWNER/PARKLAND: City of Traverse City – Brown Bridge Quiet Area**

#### **Administration**

- Continued reorganizing and updating Brown Bridge Quiet Area Management Plan
- Attended East Bay Township Board of Trustees meeting where the Rules and Intergovernmental Agreement for enforcement of those rules were approved.

#### **Routine Monitoring and Maintenance**

- Performed routine trailhead/parking lot inspections to refill dog waste bags and pick up trash
- Cleaned and restocked vault-toilets at BBQA parking lots
- Cleared trailhead parking lots of snow
- Cleared trails of fallen trees with chainsaws
- Shoveled main pole barn roof of deep snow

#### **Grants**

- Took further steps with the GT Band on an Environmental Quality Incentive Program (EQIP) funding to augment an US Fish and Wildlife Service grant for Phase-II wood in the new river at Brown Bridge

#### **Other**

- Brown's Bridge (aka west-end footbridge): coordinated the on-site delivery of the 90' pedestrian bridge
- Poured footing for Brown's Bridge and constructed associated abutments using 4"x4' treated lumber to be poured,
- Received lumber bids for bridge approaches
- Held a Winter Guided Hike along the trails with 14 attendees
- Created draft trail-intersect maps to be installed along the trails this season
- Posted the vacancy announcement for a seasonal Parkland Technician position to assist with management of Brown Bridge Quiet Area
- Coordinated Grand Traverse Garage Door on the remaining installation needs of the six new bay doors installed on the south and east pole barns
- Began process of equipment and vehicle purchases for parkland projects in field season
- Solicited and approved bids for treated round posts for cedar fence replacement at Brown Bridge Quiet Area

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**OWNER/PARKLAND: Garfield Township – Various**

#### **Administration**

- Compiled the 2018 annual report for Garfield parks with photo documentation through a PowerPoint presentation
- Planned for upcoming field season projects

### **Routine Monitoring and Maintenance**

- Performed routine trailhead/parking lot inspections to refill dog waste bags and pick up trash at all Garfield parks
- Cleared trails of downed trees and branches by chainsaw from winter storm and wind events, primarily at the Commons Natural Area
- Replaced ripped laminated trail intersect map by the cistern at the Commons Natural Area
- Provided routine walk-throughs of the Silver Lake dog park to refill dog bag dispensers and change trash receptacle
- Monitored Silver Lake trail grooming efforts
- Monitored snow plowing activities along property boundary of Kids Creek Park and Great Wolf Lodge to ensure water resources are not being impacted
- Cleared snow plowed piles away from trailhead entries and trash receptacles to facilitate user access and contracted trash removal

### **Other**

- Collaborated with TC West Middle School and GT Stewardship Initiative in development of a planned planting project at Kids Creek Park in consideration of tree diseases, climate change and species migration northward
  - Discussed potential stewardship projects opportunities at the Commons with Greenspire School.
  - Solicited and approved bids for treated round posts for cedar fence replacement at District managed Garfield parks
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## **OWNER/PARKLAND: Grand Traverse County – Natural Education Reserve**

### **Administration**

- Sought means of collecting public input in the naming of the new landing within Boardman bottomlands just upstream of Robbins Bridge off Cass Road
- Began reformatting and updating NER Management Plan
- Continued communications with NER Advisory Committee

### **Routine Monitoring and Maintenance**

- Provided routine parking lot and trailhead inspections to refill dog bag dispensers and pick-up trash
- Cleared snow piles at trailheads and in front of trash receptacles to maintain accessibility for park users and contracted waste removal
- Cleared trails of downed trees and woody debris following winter storms
- Checked on beaver activity seen downstream from Keystone Rapids Trailhead

### **Grants**

- Environmental Quality Incentives Program: solicited planting crews and reached out to dams removal project partners (IT to coordinate planting efforts).
- Great Lakes Restoration Initiative: Obtained plant order quotes and solicited planting contractors.

## **Other**

- Led a community winter snowshoe hike on February 2<sup>nd</sup> along Sabin and Boardman Bottomlands to discuss the dam removal and river restoration project while promoting recreational opportunities along the County's Natural Education Reserve
  - Solicited and approved bids for treated round posts for cedar fence replacement at the Natural Education Reserve
  - Met with NMC Construction & Technology administration staff to determine if their class could build an outhouse building for the new landing at the NER.
- 

## **OWNER/PARKLAND: Recreational Authority – Hickory Meadows**

### **Administration**

- Attended and prepared the draft agenda for the monthly Hickory Meadows Advisory Committee (HMAC) meeting
- Attended and provided updates at the monthly Rec Authority Board meeting
- Provided an updated budget tracking sheet for 2018/19 fiscal year
- Began draft workplan and budget for 2019/20 fiscal year
- Submitted site determination form for GT County Soil Erosion Permit to construct proposed loop trail from the M-72 trailhead at Hickory Meadows
- Mailed user surveys collected from trailheads to Cathlyn Sommerfield, CS Research and Consulting, for data input and analysis
- Continued seeking sources for native trees and shrubs for planned buffer installation in spring

### **Routine Monitoring and Maintenance**

- Monitored trailheads and parking areas weekly to replace dog waste bags, ensure safe access, and collect litter
- Downloaded and analyzed trail counter data at the three formalized trailheads at Hickory Meadows
- Continued to monitor grooming efforts and reposted winter trail etiquette signage as necessary
- Continued to supply, collect, and record user surveys at main trailheads regularly
- Downloaded and analyzed trail counter data at trailheads

### **Grants**

- Sought tree purchases for scheduled planting buffer along the property boundary of Hickory Hills and Meadows in fulfillment of awarded funds from DTE tree planting grant

### **Other**

- Reached out to City staff on plans for buffer installation in spring
  - Prepared necessary maps of M-72 trail proposal for GT County Soil Erosion Department
  - Cut and cleared white pine obstructing trail groomer access along trail parallel to Randolph St.
  - Solicited and approved bids for treated round posts for cedar fence replacement at Hickory Meadows
  - Scheduled volunteer day with Pathfinder School in March to install student constructed bird nest boxes
-

## **OWNER/PARKLAND: Rotary Camps & Services – East Creek Reserve & Canterbury Woods**

### **Administration**

- Presented John Noonan with a draft work plan and budget for the ECR.

### **Routine Monitoring and Maintenance**

- Checked trailheads as needed to clean up litter and monitor parkland use

### **Grants**

- Continued to monitor appropriate grant opportunities

### **Other**

- Solicited and approved bids for treated round posts for cedar fence replacement at Rotary's East Creek Reserve

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## **BOARDMAN RIVER STEWARDSHIP**

- Stopped at Kids Creek restoration sites to document where snow was being plowed directly into the creek. Will approach the property owners asking if they are willing to implement an alternative snow removal plan.
- Prepared a letter of support for Grand Traverse Band's Phase-II Environmental Quality Incentive Program (EQIP) funds for the Phase-II wood project in the Boardman within the Brown Bridge Quiet Area.
- Assisted with the Memorandum of Agreement between the City of TC, the Grand Traverse Band, and the Grand Traverse Conservation District for the EQIP funds and project implementation
- Prepared and submitted Boardman River Clean Sweep grant proposal for the 15<sup>th</sup> annual clean-up
- Attended a Grand Traverse Bay Watershed Protection Plan update meeting
- Attended a FishPass open house and public comment session
- Prepared an article for the National Association of Conservation District newsletter regarding the Conservation District's role (bottomlands restoration & public access) in the dam removal process
- Assisted the Adams Chapter of Trout Unlimited with a fly-tying event held at the Boardman River Nature Center. Over 30 attended the event

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## **ENVIRONMENTAL EDUCATION**

**Nature Center Visitation this Month: 217**  
**Program Participants this month: 149**  
**Drop ins this month: 68**  
**Nature Center Visitation this year: 360**

**Nature Center Visitation Feb 2018: 352**  
**Program Participants Feb 2018: 286**  
**Drop-in Feb 2018: 66**  
**Nature Center Visitation since 2008: 85,982**

**Program Participation & Program Planning:**

- Opened Nature Day Camp registration to previous attendees only. Generated \$28,000 in registration fees the first four days of registration. In 2018 we generated \$10,800 in registration fees the first four days of open registration. Registration opens to the public on March 4<sup>th</sup>.
- Education Specialist, Rachel Straughen, started mid-February. Training and orientation completed the first week. This is the first time that the GTCD has had two full time education staff.
- Finished 2019 calendar of events. The Nature Center will have extended and Saturday hours in the spring/summer. Over 10 new programs were added to the calendar.
- 45 preschoolers and their families attended nature based preschool programs at the Boardman River Nature Center.
- Opened six seasonal education positions to work in the Nature Day Camp program. Position closes on March 11th.

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**FORESTRY ASSISTANCE PROGRAM (FAP)**

**Trainings:** Hemlock Wooley Adelgid  
Webinar on Forest Carbon and Climate Change, 1.0 CFE  
County Computer Safety Training

**On-Site Visits:**  
Grand Traverse County  
1. Slade, 3 acs., Long Lake Twp.

**Written Forest Management Recommendations:** 0 **QFP Verifications:** 0 **MAEAP/FWH Verifications:** 0

**FAP Referrals to Private Sector:** 1 **FAP Referrals to Public Sector:** 2

**In-office Contacts:** landowners **Follow-up Contacts:** landowners/qualified foresters

**FAP Promotion/Program Development:**

1. American Chestnut Presentation with Dr. Carmen Medina Mora (70 in attendance), recorded Naturechange interview
2. Presentation at HWA training (45 in attendance)
3. GIS mapping updates
4. Monthly FAP Conference Call
5. Second Firewise meeting with NPS, Cedar Fire & Rescue, Jed Jaworski, \$500 grant for Preparedness Day submitted, May 4<sup>th</sup>, 10:00 am to 2:00 pm
6. Meeting with Paul May re: biochar promotion opportunities

## **MICHIGAN AGRICULTURE ENVIRONMENTAL ASSURANCE PROGRAM (MAEAP)**

**Farm Visits: 2 (Antrim/Grand Traverse), 2 (Benzie/Leelanau)**

**Risk Assessments Completed: 2 (Antrim/Grand Traverse), 4 (Benzie/Leelanau)**

**Farms Verified: 0**

### **Updates:**

- 2/5: A&L Great Lakes Laboratories Soil Fertility Workshop
- 2/12-2/14: Tree Fruit Management School (Phase 1 Presentation)
- 2/20: Food and Farming Network Annual Summit
- 2/20: Local, Regenerative Food Systems Working Group

### **Current Projects:**

- Working with:
  - 11 Farms in Antrim
  - 22 Farms in Grand Traverse
  - 14 Farms in Leelanau
  - 7 Farms in Benzie
- Promoting 2019 cost-share opportunities to producers in our four counties.
- Assisting producers in utilizing the MAEAP-fund code for NRCS EQIP applications
- Working on reverifying MAEAP farms for 2019.
- Planning and promoting 2019 agrichemical container recycling collections.
- Serving on Freshwater Roundtable to plan 2019 Freshwater Summit.
- Researching options for pesticide/fertilizer cardboard and silage bag recycling

### **Upcoming Events:**

- 2/28-3/2: Great Lakes Hop and Barley Conference (Phase 1)
- 2/28-3/1: Christmas tree Conference (Phase 1)
- 3/1: Water Fundamentals and Well Closure Training
- 3/5: Pollinator Habitat Meeting
- 3/5: Benzie-Manistee Farm Bureau Board Meeting
- 3/5: Leelanau Conservation District Board Meeting
- 3/7: Antrim County Reverification
- 3/7: Grand Traverse County Reverification
- 3/8: Freshwater Roundtable Meeting
- 3/15: Winter Produce Safety Training
- 3/20: Leelanau Conservation District Forest, Wetland, Habitat Phase 1
- 3/21: MAEAP 5000<sup>th</sup> Verification Celebration
- 3/25: Northwest Michigan County Farm Bureau Board Meeting

## **NORTHWEST MICHIGAN INVASIVE SPECIES NETWORK (ISN)**

**Public Inquiry Responses: 40**

**Active Contacts: 109**

**Passive Contacts: 35,866**

**Acres Surveyed: 1,148.5**

**Sites Surveyed: 29**

**Acres Treated: 0**

**Sites Treated: 0**

**Volunteer Hours: 0**

**Volunteers: 0**

### **Meetings/Presentations:**

- 1/3 - "Attended" monthly Play Clean Go (PCG) outreach check-in call
- 2/12 - Attended & reported at GT Bay Steering Committee meeting; 15 attendees
- 2/12 - Met with Grand Traverse Regional Land Conservancy re: easement contacts
- 2/13 - "Attended" & reported at MIPN Board Meeting call; 8 contacts
- 2/19 - "Attended" & participated in PCG Advisory Board call
- 2/21 - Hosted Partner Hemlock Woolly Adelgid training at BRNC; 35 attendees
- 2/25-3/1 - National Invasive Species Awareness Week!

### **Treatments, Restoration, and Surveys:**

- Hemlock Woolly Adelgid surveys: 954 acres, 23 sites

### **Other Accomplishments:**

- [HWA article in TC Record Eagle; 20,000 impressions](#)
- Submitted Sustain Our Great Lakes 2019 proposal
- Submitted US Forest Service Great Lakes Restoration Initiative CWMA 2019 proposal
- Facebook reach: 9,400
- Website reach: 4,735
- Instagram reach: 1,731
- January 2018 eNews: 435 opens

### **Upcoming Events:**

- [Spring Go Beyond Beauty meeting](#): April 3
- ISN Partner Meeting: April 11, 1pm, Boardman River Nature Center
- Additional ISN events scheduled: [www.habitatmatters.org/eventsworkbees](http://www.habitatmatters.org/eventsworkbees)

<b>Acronyms and Abbreviations</b>
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AECOM	Boardman River Dams Project Engineers
BBAC	Brown Bridge Advisory Committee
BRNC	Boardman River Nature Center
CRA	Conservation Resource Alliance
DDA	Downtown Development Authority
DNR	Department of Natural Resources
ECR	East Creek Reserve
EPA	Environmental Protection Agency
EQIP	Environmental Quality Incentive Program
GBB	Go Beyond Beauty
GIS	Geographic Information System
GLRI	Great Lakes Restoration Initiative
GM	Garlic mustard
GTCD	Grand Traverse Conservation District
HMAC	Hickory Meadows Advisory Committee
ISN	Invasive Species Network
JB	Japanese barberry
MACD	Michigan Association of Conservation Districts
MAEAP	Michigan Agriculture Environmental Assurance Program
MDARD	Michigan Department of Agriculture & Rural Development
MISC	Michigan Invasive Species Coalition
MNLA	Michigan Nursery & Landscape Association
NER	Natural Education Reserve
NMC	Northwestern Michigan College
NRCS	Natural Resources Conservation Service
NWMFFN	Northwest Michigan Food and Farming Network
NWISN	Northwest Michigan Invasive Species Network
OB	Oriental Bittersweet
USFWS	United State Fish & Wildlife Service
SEEDS	501(c)3 nonprofit organization
SFP	Safe Food Program
Tx	Treatment



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

**TO:** Chair – Board of Commissioners  
**FROM:** Brad Kluczynski, Manager  
**DATE:** March 11, 2019  
**SUBJECT:** **REPORT FOR THE MARCH 20, 2019 MEETING  
 AT 8:00 A.M. IN THE COMMISSION CHAMBERS  
 400 BOARDMAN AVENUE, TRAVERSE CITY**  
**cc:** Board of County Road Commissioners

A GTCRC representative will be available to provide more detailed responses at the BOC meeting on the following items:

1. **East-West Corridor Consultant** – The February 18, 2019 public meeting had more than 200. To ensure greater input, the Public Survey deadline was extended until March 15. Display boards are in the County Cafeteria.
2. **MDOT ITS Devices** – MDOT gave a presentation regarding placement of MDOT traffic data devices on our county roads. The Board was favorable to continuing the discussion. No agreements have been made.
3. **Zimmerman Road** – Landowners north of the current cul-de-sac on the Zimmerman Road Extension have proposed providing right-of-way to GTCRC which would extend to Harris Road. The Board will continue discussions on this offer at their March 28, 2019 meeting.
4. **Traverse City DDA** – The Board renewed its position regarding the transfer of road millage funds to TIFs. This position was reiterated in response to the TC-DDA discussion to revive their TIF 97.
5. **Budget 2019** – With two carryover 2018 projects, our 2019 budget will be \$24 million. This is the largest budget in Grand Traverse County Road Commission history. .
6. **Road Projects for 2019** – Our initial set of bids were awarded at our February meeting as follows.

**Chip Seal 2019** – Pavement Management Systems, LLC - \$1,422,709.64

Road Name	Start	End
Bates Rd	Hawley Rd	change in pvmnt
Bates Rd	Yuba Rd	US-31
Beitner Rd	US-31	Williams Rd
Betsie River Rd	Benzie Co Line E'ly	Karlin Rd
Bowers Harbor Rd	Peninsula Dr	Seven Hills Rd
East Shore Rd	Birchwood Ave	M-37 / Center Rd
Hawley Rd	Sayler Rd	Bates Rd
Island View Rd	Peninsula Dr	M-37 / Center Rd
Karlin Rd	Wexford CL N'Ly	S. of Nessen Rd
N South Long Lake Rd	Eastwood Shores	Secor Rd
Nessen Rd	Benzie Co Line E'ly	Praha/Slovan Sts
Old Mission Rd	M-37 / Center Dr	Swaney Rd
Peninsula Drive	McKinley Rd	Peninsula Hills Dr
Peninsula Drive	Hawks Ridge Dr	Bowers Harbor Dr
Ranch Rudolf Rd	Hobbs Hwy	Muncie Lake Rd
South Long Lake Rd	US-31	Fischer Rd
W County Line Rd	Jewell Rd	M-37

**Crack Fill 2019** – Wolverine Sealcoating, LLC - \$259,688.04

<b>Road Name</b>	<b>Start</b>	<b>End</b>
Cass Rd	S. Airport Rd	TC S. City Limits
Cedar Run Rd	Benzie County Line	800' West of Barney Rd
Clark Rd	M-113	Voice Rd
County Road 633	Hamlin Rd	Blair Township Hall
East Duck Lake Rd	County Road 633	US-31
Fife Lake Rd	Fife Lk N Vlg Limits	Vans Lane
Fife Lake Rd	US-131	Cedar Creek Rd
Hobbs Hwy	Garfield Rd	Supply Rd
Karlin Rd	Nessen Rd	Vagabond Ln
Keystone Rd	Beitner Rd	930' N of Hammond Rd
Nessen Rd	Praha/Slovan Sts	Karlin Rd
North Long Lake Rd	Benzie County Line	Edgewood Ave
Parsons Rd	3 Mile Rd	Avenue B / City Limit
Peninsula Drive	TC N City Limits	McKinley Rd
River Rd	Beitner Rd	Garfield Rd
S Airport Rd	Cass Rd	Park Dr
S Airport Rd	Garfield Rd	Townline Rd
S Long Lake Rd	Fischer Rd	Eastwood Shores
State Rd	Fife Lk E Vlg Limits	Ingersol Rd/Co Line
Summit City Rd	E 2 Rd / County Line	M-113
Supply Rd	High Lake Rd	Grand Kal Rd
Three Mile Rd	Parsons Rd	US-31
Voice Rd	Garfield Rd	Pierce Rd
W County Line Rd	Traverse Rd	Jewell Rd

**HMA (Paving) 2019** – Elmer's Crane and Dozer - \$2,645,580.55.

<b>Road Name</b>	<b>Start</b>	<b>End</b>
Beitner Rd	US-31 / M-37	Williams Rd
Betsie River Rd	Benzie Co Line	Karlin Rd
Birmley Rd	Keystone Rd	Garfield Rd
Bowers Harbor Rd	Peninsula Dr	Seven Hills Rd
East Shore Rd	Birchwood Ave	M-37 / Center Rd
Garfield Rd	919' S of Slocum Rd	Potter Rd
Island View Rd	Peninsula Dr	M-37 / Center Rd
N South Long Lake Rd	Address 1450	Address 1538
Nessen Rd	Benzie Co Line	Slovan Ave
Old Mission Rd	M-37 / Center Rd	Swaney Rd
S Long Lake Rd	US-31	Fischer Rd
Tilton Rd	Cedar Run Rd	M-72
Voice Rd	Pierce Rd	Knight Rd
W County Line Rd	Address 11348	Address 11020
Youker Rd	Horton Creek	County Road 633

**NORTHWEST MICHIGAN COMMUNITY ACTION AGENCY, INC.**  
**Board of Directors Meeting – January 17, 2019**

**PRESENT:**

Ed Boettcher  
Art Jeannot  
Tonya Schroka  
Rev. Gerald Cook  
Louis Fantini  
Debbie Bishop  
Tony Ansoerge  
Carolyn Rentenbach  
Pam Niebryzdowski  
Grace Ronkaltis  
Jeff Miller  
Marc Milburn  
Ralph Stephan  
Judy Nichols  
Tom Olmsted  
Gillian Gines

**ABSENT:**

Crystal Abramczyk (E)  
Tom Kelley (E)  
George Lasater  
Larry Levengood (E)  
Lindsey Walker  
Mary Klein (E)  
Brenda DeKuiper  
Carol Smith (E)  
Patty Cox  
Jennifer Smith

The meeting was called to order at 12:34 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 Pam Niebryzdowski, supported by Louis Fantini, that the meeting agenda be approved as presented. Motion carried.

**MINUTES OF PREVIOUS MEETING**

The minutes of the December 13, 2018 meeting of the Board of Directors were presented for Board action.

Motion by Louis Fantini, supported by Tonya Schroka, that the minutes of the December 13, 2018 Board of Directors meeting be approved as presented. Motion carried.

**MEMBERSHIP ANNOUNCEMENTS**

Jerry Cook introduced Izzy Lyman from the Emmet County Board of Commissioners.

Motion by Jeff Miller, supported by Pam Niebryzdowski to accepted Izzy Lyman as the new Public Sector representative from Emmet County. Motion carried.

**PUBLIC INPUT**

None.

**POLICY COUNCIL REPORT**

Tonya Schroka presented the minutes from the Policy Council meetings on December 13, 2018 and January 10, 2019.

Motion by Lou Fantini, supported by Debbie Call to accepted the Policy council meeting minutes for December 13, 2018 and January 10, 2019 as presented. Motion carried.

**EXECUTIVE DIRECTORS REPORT**

Kerry Baughman, Executive Director, presented the Financial Reports and Annual Operations Plan and Report Summary for December 2018, bank credit card statements for December 2018, and the status of Agency Program Operations. The status of the current partial federal government shutdown was also reviewed. Many NMCAA programs have already received approval for 2019 funding so those programs are not affected. TEFAP and CSFP are 2 that are currently the most vulnerable. Households looking for utility assistance are facing a new process that is resulting in a number of barriers to service. The first assist must be accessed through an application within MiBridges and approved/paid through the Department of Health and Human Services. NMCAA can assist households in applying for a first assist in MiBridges or can directly assist clients when/if they are in need of further assists with payment.

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

**BUSINESS**

**HEAD START / EARLY HEAD START SCHOOL READINESS DATA**

Shannon Phelps, Director of Child and Family Services, presented the fall 2018 checkpoint data for the Early Head Start and Head Start programs. The fall checkpoint serves as an indicator of how the children are performing when they enter the programs in the fall. It also allows staff and management to determine the areas of largest need for the children so appropriate instruction can be individualized. The data will be compared with additional checkpoints to evaluate the children's growth for the program year.

**SAFETY AND EMERGENCY PREPAREDNESS PLAN**

Abria Morrow, Site Manager, and Alicia Temple, ERSEA Manager, presented the NMCAA Safety and Emergency Preparedness Plan. The purpose of the plan is to protect the health and well-being of employees, clients, and volunteers, secure the facilities and infrastructure, and to maintain / resume program operations in the event of an emergency. The plan was developed by reviewing many resources and cultivating plan development partners in our communities. This document will serve as an Agency-wide guide that can be customized for all locations. Trainings will be planned for all staff and practice emergency events will be carried out so all employees know how to react in different potential situations.

Motion by Peachy Rentenbach, support by Grace Ronkaitis that the NMCAA Safety and Emergency Preparedness Plan be accepted as presented. A roll call vote was requested.

Yes – 15 (Boettcher, Schroka, Cook, Lyman, Bishop, Ansorge, Rentenbach, Niebrzydowski, Ronkaitis, Miller, Millburn, Stephan, Nichols, Olmsted, Gines)

No – 2 (Jeannot, Fantini)

Motion carried.

### **SENIOR NUTRITION / MEALS ON WHEELS UPDATE**

Lisa Robitshek, Senior Nutrition Manager, presented a Senior Nutrition / Meal on Wheels update which included a review of the program services, the financial challenges that are being faced, and the commitment to continued quality services. 2018 started the exploration of alternative revenue sources and expense reduction which will help to narrow the gap for FY 2019. Work with a Fundraising Consultant has also begun and positive results are already visible in the year end campaign. The goals are to meet the financial needs for FY '19 and learn best practices and implement systems to support financial sustainability in the long-term. Meal on Wheels is looking for a Board volunteer who will collaborate with Meal on Wheels staff to provide updates to the Board. Peachy Rentenbach agreed to assist with this request.

### **NEIGHBORWORKS ORGANIZATIONAL REVIEW**

Karen Emerson, Financial Management Services Manager, reminded the Board that NMCAA became the 239<sup>th</sup> NeighborWorks Affiliate on September 17, 2012. NMCAA's first review was in 2015 and our next Organizational Review will be February 25<sup>th</sup> through February 27<sup>th</sup>. NeighborsWorks will use the PROMT Program Review Process. PROMPT stands for: **P**roduction, **R**esources, **O**rganizational Management and Board Governance, **M**anagement, **P**lanning, and **T**echnical Operating and Compliance. Preparations are underway for the review and the scheduling of phone interviews with Board members are being set up.

It was also announced that the Tax Program will begin appointments on January 28, 2019. Super Saturday is taking place on February 9, 2019. There will be a special tax preparation day for Vets on February 14, 2019. Project Connect in Petoskey is scheduled for March 13, 2019.

### **OTHER BUSINESS**

- NeighborWorks Organizational Review scheduled the week of February 25, 2019.
- **Save the Date!** The annual Super Saturday Special Event will be held at the Traverse Bay Area Career Tech Center on Saturday, February 9<sup>th</sup>. The theme this year is "Healthy, Wealthy and Wise". Tax appointments will be offered.
- Visit scheduled with Congressman Moolenaar in his Cadillac office on January 25<sup>th</sup>. We received a call from his office asking if we could help a family in the Lake City area impacted by the government shutdown and to also be a reference for future inquiries.

NMCAA Board of Directors Meeting

January 17, 2019

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- Notification of CLASS Review from the Office of Head Start the week of March 4<sup>th</sup>. The Classroom Assessment Scoring System is a research-based assessment tool used to measure quality caregiver and child interactions in a classroom setting. Still have not received an update from our Focus 2 Review last October.

- Organizational Stand 4.6 *An organization-wide comprehensive risk assessment has been completed within the last 2 years and reported to the governing board. Due March 2019.*

- We have recently been approached by three different Childcare programs wishing to explore the potential of partnering. Several other providers have approached us for training in areas such as active supervision and Teaching Strategies GOLD and by local intermediate school districts regarding our Attendance Policies and Procedures – All within the last month!

### **BOARD COMMENTS**

None

There being no further business to come before the Board, the meeting was adjourned at 2:43 P.M.

Next meeting will be: Thursday, February 21, 2019 at 12:30 PM

**The February 21, 2019 meeting and the meeting for March 21, 2019 will be held at the:**

**Presbyterian Church of Traverse City**

701 Westminster Road  
Traverse City, MI 49686

Respectfully Submitted

Mary Klein, Secretary

Betsy Rees, Recording Secretary

**Board of Director's Meeting  
Minutes**

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FEBRUARY 21, 2019

2:15 PM

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**1. CALL TO ORDER:**

Northern Lakes Community Mental Health Authority, 204 Meadows, Grayling with Skype to 105 Hall Street, Traverse City, Michigan. The meeting was called to order at 3:00 p.m.

Board Members Present: Grayling - Pam Babcock, Betty Bushey, Lorelei King, Sherry Powers, Nina Zamora, Nicole Miller, Randy Kamps, Angela Griffis, and Ben Townsend. Traverse City - Rose Denny and Ty Wessell.

Board Members Absent: Dean Vivian (advance notice), Al Cambridge (advance notice) and Mary Marois (advance notice).

Others Present: Grayling - Karl Kovacs, Chief Executive Officer; Deb Lavender, Executive Secretary; Dan Mauk, Chief Information Officer; Tracy Rosinski, Director of Recipient Rights; Joanie Blamer, Chief Population Officer for Mental Health Services; Carrie Gray, Chief Population Officer for Intellectual and Developmental Disabilities Services; Becky Vincent, Director of Integrated and Managed Health Services; Lauri Fischer, Director of Finance; Andy Babcock. Traverse City - Kari Barker, Director of Quality and Compliance; Darryl Washington, Program Director, MI Choice Waiver; and Gina Aranki, Child and Family Services.

Confirmation of a Quorum - Yes

Timekeeper - Betty Bushey.

**2. AGENDA:**

<b>MOTION:</b>	<b>Accept the Board Agenda for February 21, 2019 as presented.</b>
<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Betty Bushey
<b>SECONDER:</b>	Lorelei King

**3. CONFLICT OF INTEREST DECLARATION:**

No conflict of interest was declared.

**4. CONSENT AGENDA:**

*A. Consideration of the Consent Agenda*

<b>MOTION:</b>	<b>Approve the Consent Agenda for February 21, 2019.</b>
<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Nina Zamora
<b>SECONDER:</b>	Lorelei King

## **5. OWNERSHIP LINKAGE:**

A. *Citizen Comment – Nicole read the public comment expectation.*

Gina Aranki, Executive Director, Child and Family Services of Northwest Michigan and Third Level identified that she is grateful for the partnership with NLCMHA. She believes in good communication to move forward with FAST and Wraparound and other opportunities. She noted that for the record she wanted to identify that they were not aware of any issues or situations that were not addressed. She is focused on moving forward with our continued partnership between our organizations and serving our mutual clients and consumers.

B. *Ownership Communication – None.*

## **6. CHIEF EXECUTIVE OFFICER'S REPORT:**

Reference was made to Karl's written CEO Report. Karl identified that he attended two presentations at the CMHAM Winter Conference regarding Human Trafficking one, at the Pre-Conference and one during the Plenary Session. They were powerful presentations. Karl referenced the Hotline for Human Trafficking to report suspicious activity (888-373-7888). Becky, Joanie, Randy, Lorelei and Darryl Washington attended the conference as well. Karl encouraged Board Members to attend the CMHAM conferences as it is an opportunity to network and better understand our public mental health system. The Secretary of State Offices also have flyers available on Human Trafficking.

Karl provided an update on the renovation of the first floor at our Traverse City Office for Child and Family staff and thanked the Board Ad Hoc Building Committee members.

Karl reported that through the contract with the Grand Traverse County Jail we have placed the LMSW and Peer Support staff. He noted that the feedback from the Jail Administrator is positive.

On February 1 we changed to Microsoft Office 365 including its email system. It is a big change but is small compared to the move to NoLa on June 1. The whole month of May will be dedicated to training staff for the June 1 kickoff of NoLa. The Intacct system which is a general ledger system became effective February 1 and is working well.

Karl and Northern Lakes have been appointed as a guardian for a consumer in Crawford County and for one in Grand Traverse County. He identified that this creates a conflict of interest because we are the guardian and the service provider. He noted that anyone who knows of someone or is interested in being a guardian to please contact him. It was suggested to contact churches, ministries, Love Inc, etc. to place on their bulletins or other information.

## **7. NORTHERN MICHIGAN REGIONAL ENTITY REPORT:**

The minutes of the January 23 meeting were not received. Randy noted that the main focus is the expansion of the health home. The NMRE CEO is involved in the definition of rural and urban. Our PIHP is in good shape and continues to refine systems and make better connections. The NMRE will be meeting in April with Judge Powers and the Chairman of the Grand Traverse County Commission to discuss items related to how we can better work together. Lorelei commented on the workshops she attended at the CMHAM Conference. She suggested that we request the handout identifying the differences from the PIHP versus the private insurance. Another issue is to try to get our legislators educated and that we advocate about our public mental health system. Karl referenced the PA2 tax revenue and that there is money available at the local level

to generate a campaign for substance abuse disorder education and prevention activities.

**8. ASSURANCE OF ORGANIZATIONAL PERFORMANCE:**

A. Receipt of CEO Response to Monitoring Report – 2.4 Financial Management (Internal Inspection)

<b>MOTION:</b>	<b>The Board has reviewed Policy 2.4 Financial Management at 100% compliance.</b>
<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Lorelei King
<b>SECONDER:</b>	Betty Bushey

B. New Operational Worries  
None.

C. February Monitoring Assignment  
2.2 Treatment of Employed Workforce Members (Internal Inspection) will complete and turn in.

**9. BOARD MEANS SELF-ASSESSMENT:**

A. Receipt of CEO Response to Monitoring Report – 3.9 CEO Compensation (Direct Inspection)

<b>MOTION:</b>	<b>The Board has reviewed Policy 3.9 CEO Compensation at 100% compliance.</b>
<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Randy Kamps
<b>SECONDER:</b>	Rose Denny

3.10 Board Member Conflict of Interest

<b>MOTION:</b>	<b>The Board has reviewed Policy 3.10 Board Member Conflict of Interest at 100% compliance.</b>
<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Nina Zamora
<b>SECONDER:</b>	Betty Bushey

B. February Monitoring Assignment  
3.5 Meeting Agendas and Schedules (Direct inspection) complete and turn in. Change in policy to reflect meeting in Leelanau County in August.

**10. GOVERNANCE POLICIES DISCUSSION AND ASSESSMENT:**

A. Ends – None

B. Executive Limitations – Ty will develop a draft policy for the April meeting.

C. Governance Process/Ownership Linkages  
- Review and Approve Board By-Laws

**MOTION:** The Board approved the Board By-Laws.  
**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Nina Zamora  
**SECONDER:** Randy Kamps

- Receive and File 2018 Recipient Rights Annual Report

**MOTION:** The Board received and filed 2018 Recipient Rights Annual Report.  
**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Lorelei King  
**SECONDER:** Nina Zamora

- Receive and File FY 2018 Agency Performance Assessment and Summary

**MOTION:** The Board received and filed the FY 2018 Agency Performance Assessment and Summary.  
**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Betty Bushey  
**SECONDER:** Nina Zamora

D. Board/CEO Linkage – None

**11. OWNERSHIP LINKAGE:** None

**12. ANNOUNCEMENTS/BOARD MEMBER REPORTS/BOARD**  
Discussion earlier in the meeting.

**13. MARCH 21 AGENDA PLANNING (TRAVERSE CITY):**  
Reviewed the agenda for the March 21, 2019 meeting.

**14. MEETING EVALUATION:**  
#1- we spent our time on the most important governance topics: majority was excellent  
#2- we encouraged diversity of viewpoints: majority was excellent  
#3- our decisions were made collectively: majority was excellent  
#4- The Board used its time effectively: majority was excellent  
#5- What is the most important thing the Board could do to improve our function as a board? None.

**15. ADJOURNMENT:**  
The meeting adjourned at 3:41 p.m

Respectfully Submitted,

\_\_\_\_\_  
Nicole Miller, Chairperson

\_\_\_\_\_  
Lorelei King, Board Secretary

\_\_\_\_\_  
Debra Lavender, Recording Secretary



RESOLUTION

**XX-2019**

**Contract with Elder Law of Michigan**

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on March 20, 2019, reviewed the request to approve the contract between the Commission on Aging and Senior Center Network and Elder Law of Michigan; and,

WHEREAS, This agreement is to partner in a grant project to expand outreach, education and application assistance for low income and underserved seniors to receive supplemental monthly financial assistance for nutrition; and,

WHEREAS, The Commission on Aging and Senior Center Network will partner at two yearly events to screen and complete applications for the nutritional assistance and both organizations will receive \$2,500 for participation; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS THAT Grand Traverse County approves the contract between the Commission on Aging and Senior Center Network and Elder Law of Michigan for financial assistance for nutrition for seniors.

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: March 20, 2019

## Contract for Professional Services

This contract for services is between Elder Law of Michigan, Inc., a 501(c)(3) nonprofit, with its office at 3815 West St. Joseph St, C200, Lansing, MI 48917 (ELM), and Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging, two nonprofit government entities, with its primary office at 801 E Front St, Traverse City, MI 49684, and 520 W Front St Ste B Traverse City, MI 49684, respectively.

Both parties agree to the following terms and conditions.

### 1. Background

- a. ELM, primarily through its MiCAFE Network, provides outreach and application assistance to Michigan seniors for the Supplemental Nutrition Assistance Program (SNAP).
- b. Currently, in Michigan, only 50% of the seniors that are likely eligible for this benefit are utilizing it.
- c. ELM received a grant from the National Council on Aging to provide innovative, targeted SNAP outreach to underserved populations in Michigan. For this grant, ELM is targeting older adults residing in rural communities.
- d. ELM has identified Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging as a key partner in effectively reaching our targeted populations.

### 2. Contract Integration

- a. This contract is funded through the Senior SNAP Enrollment Initiative grant from the National Council on Aging. All activities conducted under this contract must be in compliance with this grant.
- b. A copy of the work plan for this grant is attached.

### 3. Dates of Performance

This agreement begins August 1, 2018 and ends April 30, 2020, unless either party terminates the agreement under Section 12.

### 4. Description of Services

- a. Project Scope. Grand Traverse County Commission on Aging and Grand Traverse County Commission on aging will provide: MiCAFE Network outreach, education and application assistance services to underserved and/or minority seniors, targeting likely SNAP eligible older adults as identified by the State of Michigan Department of Health and Human Services.
- b. Activities and Deliverables. The Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging Agree to:
  - 1. Aid ELM in the development of co-branded outreach letter to send to likely SNAP eligible older adults
  - 2. participate in local outreach to encourage senior participation in SNAP and related community events, including the distribution of NCOA materials (ongoing)
  - 3. aid in the development and distribution 1000 co-branded flyers
  - 4. accept referrals from households that respond to the letter campaigns and other outreach efforts (ongoing)
  - 5. use the Mi-SOAP.org website to complete resulting benefit screening and application assistance requests (ongoing)
  - 6. complete 2 local events where SNAP screenings are completed and applications are scheduled, promoting through local TV and Newspaper
  - 7. participate in 3 social media posts and 1 blog article for [advancingsmartly.org](http://advancingsmartly.org) to highlight local efforts (ongoing)
  - 8. participate in at least 6 MiCAFE Network conference calls
- c. Modifications. This list may be changed at any time under Section 12(g).

## 5. Payment Terms

- a. **Total Amount.** Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging will be compensated up to \$5,000 for performance under this contract.
- b. **Type of Payment.** This is not an expense reimbursement contract. The billing rate under this contract is inclusive of all ordinary expenses incurred while performing the consultation services under this agreement. Grand Traverse County Senior Center Network and Grand

Traverse County Commission on Aging may request in advance approval for reimbursement of other expenses that were not contemplated at the time of this contract.

- c. **Payment Rate and Timing.** Grand Traverse County Senior Center Network and Grand Traverse County Commission each will receive \$1500 payment upon receipt of the signed contract. Additionally, Grand Traverse County Senior Center Network and Grand Traverse County Commission will each receive a final payment of \$1000 at the end of Grand Traverse Senior Center Network and Grand Traverse Grand Traverse Commission on Aging's obligations under this contract. This is in addition to the \$15 per application for existing MiCAFE Letter of Agreement.
- d. **Method of Payment.** Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging agrees to accept payment via check. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging will submit a completed W-9 form with the signed copy of this contract.

6. Nature of Relationship.

- a. Independent contractor. This is an independent contractor relationship. No employment relationship exists. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging is responsible for supplying all equipment and materials necessary to accomplish the agreed upon services. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging is also responsible for paying all related taxes.
- b. No Delegation. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging may not delegate any duties under this contract without prior written consent of ELM.
- c. Professional Requirements. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging must maintain all required licenses and insurances to perform these services.
- d. Third-party liability. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging

and ELM in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging and ELM in relation to each party's responsibilities under these joint activities, provided that nothing in this agreement is construed as a waiver of any governmental immunity by Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging, ELM, or their employees, respectively, as provided by statute or court decisions.

7. Anti-Lobbying Act:

- a. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging will comply with the Anti-Lobby Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq. and Section 503 of Departments of Labor, Health and Human Services, and Education, and Related Agencies section of the FY 1997 Omnibus Consolidated Appropriations Act (Public Law 104-208).
- b. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging will certify and ensure compliance of these regulations.

8. Non-Discrimination:

- a. When contracting for services, employment, or access resulting here from, Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging agrees not to discriminate against any employee or applicant for employment or services delivery and access, with respect to their hire, tenure, terms, conditions or privileges of employment, programs and services, provided or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or to provide or receive services.
- b. Additionally, Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging is prohibited from discrimination against minority-owned and women-owned business and business owned by persons with disabilities.

- c. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging will comply with all state and federal statutes relating to non-discrimination.
  - d. A violation of this section shall be considered a material breach of contract and may result in termination of this contract.
9. National Defense Authorization Act Employee Whistleblower Protections:
- a. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging will comply with the National Defense Authorization Act "Pilot Program for Enhancement of Grantee Employee Whistleblower Protections".
  - b. This Agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program as established under 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2012 and FAR 3.908.
  - c. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging shall inform its employees in writing, the predominant language of the workforce, of employee whistleblower rights and protections under U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
10. Health Insurance Portability and Accountability Act:
- To the extent that this act is pertinent to the services that Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging provides to ELM under this agreement, Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging assures that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA) requirements including the following:
- a. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging must not share any protected health data and information provided by ELM that falls within HIPAA requirements except as permitted or required by applicable law; or to a subcontractor as appropriate under this agreement.
  - b. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging will ensure that any subcontractor will have the same obligations as Grand Traverse County Senior Center Network

- and Grand Traverse County Commission on Aging not to share any protected health data and information from ELM that falls under HIPAA requirements in the terms and conditions of the subcontract.
- c. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging must only use the protected health data and information for the purposes of this agreement.
  - d. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging's employees.
  - e. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging must have a policy and procedure to immediately report to ELM any suspected or confirmed unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging becomes aware. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging will work with ELM to mitigate the breach, and will provide assurances to ELM of corrective actions to prevent further unauthorized uses or disclosures.
  - f. Failure to comply with any of these contractual requirements may result in the termination of this agreement.
  - g. In accordance with HIPAA requirements, Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information received by Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging from ELM or any other source.
  - h. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging will enter into a business associate

agreement should ELM determine such an agreement is required by HIPAA law.

#### 11. Confidentiality:

Both ELM and Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging must assure that client information obtained through activities under this contract are kept secure and remain privileged, except as authorized by law, the client, or the client's authorized decision-maker. Summary or aggregate data may be prepared and distributed for reporting purposes. Also, information that is non-client identifying may be provided if there is a business need for that level of analysis.

#### 12. Additional Terms

- a. Termination. Either ELM or Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging may terminate this agreement by providing 60-day written notice to the other party by way of its primary contact, as listed in this contract.
- b. Publication Rights. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging and ELM agree that all materials created or updated under this contract belong to ELM and may be published in print or electronically, including through social media.
- c. Record Retention. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging and ELM must maintain documentation for a period of no less than three years from the date of final performance under this contract.
- d. Audit Reporting. Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging must provide ELM a copy of the latest appropriate audit of its financial records.
- e. Governing Law. This agreement is governed by Michigan Law.
- f. Entire Agreement. This agreement represents the entire agreement between the parties. It supersedes any other agreement, including oral agreements.
- g. Modification. This agreement may be modified by a written addendum signed and dated by both parties.

- h. Severability. If any provision of this agreement is found to be unenforceable under Michigan law, it will be stricken from the agreement and the remaining provisions will remain in effect.
- i. Funding Availability. If, at any time, funder for the grant sends notice to ELM that funds are no longer available, ELM will immediately notify Grand Traverse County Senior Center Network and Grand Traverse County Commission on Aging and all work under the contract will cease.

Both parties have read this agreement and agree to be bound by its terms.

Elder Law of Michigan, Inc.

Grand Traverse County  
Senior Center Network

\_\_\_\_\_  
Keith Morris, President

\_\_\_\_\_  
Lori Wells, Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Grand Traverse County Commission on aging

\_\_\_\_\_  
Cynthia Kienlen, Director

\_\_\_\_\_  
Date



### Action Request

Meeting Date:	March 20, 2019		
Department:	Finance	Submitted By:	Dean Bott
Contact E-Mail:	dbott@grandtraverse.org <i>DB</i>	Contact Telephone:	922-4680
Agenda Item Title:	February 2019 Claims Approval		
Estimated Time:	Board Packet <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Summary of Request:**

Claims and payroll disbursement activity for the month of February 2019 is requested for approval, as attached. Further detail regarding disbursements may be requested directly from the Finance Department.

Commissioner Per Diem requests totaling \$875 for the month of February 2019 are also attached for approval.

**Suggested Motion:**

Approval of the requested claims and payroll disbursements for the month of February 2019.

Approval of Commissioner Per Diem for the month of February 2019.

**Financial Information:**

Total Cost: \$5,639,289.28	General Fund Cost:	Included in budget: <input checked="" type="radio"/> Yes <input type="radio"/> No
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If not included in budget, recommended funding source:

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

Reviews:	Signature	Date
Finance Director	Dean Bott	3/12/2019
Human Resources Director		
Civil Counsel		

**Administration:**  Recommended      Date: \_\_\_\_\_

Miscellaneous:

**Attachments:**

Attachment Titles:  
February 2019 Claims Summary and Board of Commissioner Per Diem requests.

RESOLUTION

**XX-2019**

**Finance Department  
February 2019 Claims Approval**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on March 20, 2019, and reviewed claims and payroll disbursements for the month of February 2019 that were requested by the Director of Finance and are recommended for approval; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT the attached CLAIMS AND PAYROLL DISBURSEMENT FOR THE MONTH OF February 2019 are hereby approved. (See file for attachments.)

APPROVED: March 20, 2019

# GRAND TRAVERSE COUNTY

## BOARD OF COMMISSIONERS SUBMITTED PER DIEM FOR 2019

MONTH OF FEBRUARY     \$                     875.00

<u>COMMISSIONER</u>	<u>EMPLOYEE ID</u>	<u>Amount</u>	<u>Account Number</u>
Clous, Ronald	357519	\$ 315.00	101-101-701.01
Coffia, Betsy	30599	\$ 105.00	101-101-701.01
Hentschel, Robert	233592	\$ -	101-101-701.01
Hundley, Bryce	9541	\$ -	101-101-701.01
Jewett, Brad	161688	\$ 350.00	101-101-701.01
LaPointe, Gordon	404541	\$ -	101-101-701.01
Wheelock, Addison	479178	\$ 105.00	101-101-701.01

REQUEST APPROVAL \_\_\_\_\_

AUDIT COMMITTEE

FEBRUARY 2019 CLAIMS

<u>TYPE</u>	<u>DATE</u>	<u>AMOUNT</u>
CLAIMS, ACCOUNTS AND IMMEDIATE PAYMENTS FOR BOARD APPROVAL		
CLAIMS AND ACCOUNTS	2/1/2019	195,013.62
CLAIMS AND ACCOUNTS	2/12/2019	280,710.31
CLAIMS AND ACCOUNTS	2/26/2019	386,255.74
<b>TOTAL CLAIMS &amp; ACCOUNTS</b>		<u>863,979.67</u>
IMMEDIATE PAYMENTS	2/1/2019	85,945.10
IMMEDIATE PAYMENTS	2/4/2019	425.00
IMMEDIATE PAYMENTS	2/6/2019	8,454.42
IMMEDIATE PAYMENTS	2/6/2019	4,276.57
IMMEDIATE PAYMENTS	2/7/2019	3,277.61
IMMEDIATE PAYMENTS	2/7/2019	644.36
IMMEDIATE PAYMENTS	2/8/2019	444,920.19
IMMEDIATE PAYMENTS	2/8/2019	116,280.82
IMMEDIATE PAYMENTS	2/8/2019	11,706.57
IMMEDIATE PAYMENTS	2/13/2019	852,324.31
IMMEDIATE PAYMENTS	2/13/2019	30,427.49
IMMEDIATE PAYMENTS	2/14/2019	462.01
IMMEDIATE PAYMENTS	2/14/2019	5,607.63
IMMEDIATE PAYMENTS	2/15/2019	10,001.15
IMMEDIATE PAYMENTS	2/20/2019	154,528.42
IMMEDIATE PAYMENTS	2/20/2019	19,700.36
IMMEDIATE PAYMENTS	2/22/2019	112,977.84
IMMEDIATE PAYMENTS	2/25/2019	1,673.96
IMMEDIATE PAYMENTS	2/26/2019	1,057.32
IMMEDIATE PAYMENTS	2/27/2019	585,178.24
<b>TOTAL IMMEDIATE PAYMENTS</b>		<u>2,429,869.37</u>
<b>TOTAL CLAIMS, ACCOUNTS, AND IMMEDIATE PAYMENTS</b>		<u>3,293,849.04</u>
<b>CHECK DISTRIBUTION SUMMARY RECONCILING ITEMS</b>		
Health Department Claims:		
HEALTH	2/12/2019	53,063.99
HEALTH	2/26/2019	59,618.43
<b>TOTAL HEALTH CLAIMS</b>		<u>112,682.42</u>
Department of Public Works Check Runs Approved by Board of Public Works:		
DPW Check Runs	2/12/2019	62,155.61
DPW Check Runs	2/14/2019	12,612.85
DPW Check Runs	2/20/2019	8,755.01
DPW Check Runs	2/27/2019	11,052.91
<b>TOTAL DPW CHECK RUNS</b>		<u>94,576.38</u>
<b>TOTAL RECONCILING ITEMS</b>		<b>207,468.80</b>
Total Claims, Immediate Pay, Health & DPW		3,501,307.84
Monthly Check Distribution Summary		<u>3,501,307.84</u>
	Difference	0.00
PAYROLL		
PAYROLL	2/8/2019	919,037.40
PAYROLL	2/22/2019	912,052.56
BENEFITS	2/28/2019	306,891.48
<b>TOTAL PAYROLL</b>		<u>2,137,981.44</u>
FOR BOARD APPROVAL:		
<b>TOTAL CLAIMS, ACCOUNTS, IMMEDIATE PAY &amp; PAYROLL</b>		<u>5,639,289.28</u>

REQUEST APPROVAL

GRAND TRAVERSE COUNTY  
CHECK DISTRIBUTION SUMMARY  
FEBRUARY 2019

Payee Name	Amount
GRAND TRAVERSE COUNTY Total	\$ 621,204.22
GARFIELD CHARTER TOWNSHIP Total	\$ 388,596.46
PRIORITY HEALTH Total	\$ 317,415.89
GRAND TRAVERSE CONSERVATI Total	\$ 210,671.33
EAST BAY CHARTER TOWNSHIP Total	\$ 162,218.44
TYLER TECHNOLOGIES INC Total	\$ 121,743.67
STATE OF MICHIGAN Total	\$ 85,261.22
CORRECT CARE SOLUTIONS LL Total	\$ 81,620.10
ACME TOWNSHIP Total	\$ 74,313.70
LIGHTHOUSE INSURANCE Total	\$ 58,861.00
DELTA DENTAL Total	\$ 43,059.62
ELMWOOD TOWNSHIP Total	\$ 39,477.98
EAGLE VILLAGE, INC. Total	\$ 38,946.60
TRAVERSE CITY LIGHT & POW Total	\$ 37,508.69
PORCELAIN PATROL SERVICE Total	\$ 34,446.84
CONSUMERS ENERGY Total	\$ 31,841.27
WMU.SCHOOL.OF.MEDICINE Total	\$ 31,807.00
YORK RISK SERVICES GROUP, Total	\$ 31,660.26
FIFTH THIRD BANK Total	\$ 30,511.81
GRAND TRAVERSE BAY YMCA Total	\$ 30,000.00
PENINSULA TOWNSHIP Total	\$ 29,291.06
TOTAL COURT SERVICES OF M Total	\$ 25,390.34
NORTH FLIGHT EMS Total	\$ 25,000.00
WEST SAFETY SOLUTIONS COR Total	\$ 24,400.00
CHIEF SUPPLY CORPORATION Total	\$ 23,706.44
CHILD & FAMILY SERVICES O Total	\$ 21,806.82
STT INC. Total	\$ 20,038.24
MUTUAL OF OMAHA INSURANCE Total	\$ 19,933.32
SHELL CREDIT CARD CENTER Total	\$ 19,621.14
CITY OF TRAVERSE CITY Total	\$ 18,172.00
CH2M HILL INC. Total	\$ 17,522.22
ANTRIM COUNTY Total	\$ 16,900.24
ARAMARK Total	\$ 16,360.59
ENVIRONMENTAL RISK MANAGE Total	\$ 16,197.05
ESRI INC. Total	\$ 15,800.00
TRAVERSE BODY & PAINT CEN Total	\$ 15,285.21
FEYEN-ZYLSTRA INC Total	\$ 15,000.00
GOODWILL INDUSTRIES OF NO Total	\$ 15,000.00
NORTHERN MICHIGAN FOR VET Total	\$ 15,000.00
DTE ENERGY Total	\$ 14,862.73
BS&A SOFTWARE Total	\$ 14,364.00
GUARDIAN MEDICAL MONITORI Total	\$ 13,958.55

Payee Name	Amount
MAPLE RIVER DIRECT MAIL L Total	\$ 12,000.00
ATT MOBILITY Total	\$ 11,935.88
CHERRYLAND ELECTRIC Total	\$ 11,872.76
MARK AYERS PLOWING Total	\$ 11,510.00
CYNTHIA ANN CONLON Total	\$ 10,372.00
FATHER FRED FOUNDATION Total	\$ 10,000.00
REINING LIBERTY RANCH Total	\$ 10,000.00
VILLA MARI, LLC Total	\$ 10,000.00
VARIPRO BENEFIT ADMINISTR Total	\$ 9,235.88
DAVID J CLARK Total	\$ 8,975.47
MOTOROLA, INC. Total	\$ 8,968.20
ELMER'S CRANE & DOZER Total	\$ 8,813.27
AT&T GLOBAL SERVICES Total	\$ 8,579.58
BAY AREA TRANSPORTATION A Total	\$ 8,500.00
TRAVERSE CITY FLEET REPAI Total	\$ 8,103.15
ENGINEERED PROTECTION SYS Total	\$ 7,825.15
ENTERPRISE FM TRUST Total	\$ 7,273.92
GRAFF, GRAFF & HELVESTON Total	\$ 6,815.00
CUTTIN IT CLOSE OUTDOOR Total	\$ 6,655.00
LINCOLN NATIONAL LIFE INS Total	\$ 6,391.80
MUSKEGON RIVER YOUTH HOME Total	\$ 6,247.36
MISSAUKEE WILDERNESS YOUT Total	\$ 6,020.00
BETHANY CHRISTIAN SERVICE Total	\$ 5,900.93
SHAWN WORDEN Total	\$ 5,895.00
SHEREN PLUMBING AND HEATI Total	\$ 5,825.00
OFFICE DEPOT,INC Total	\$ 5,778.69
CONSERVATION RESOURCE ALL Total	\$ 5,561.82
LIFE STORY FUNERAL HOME Total	\$ 5,100.00
ADDICTION TREATMENT SERVI Total	\$ 4,989.00
KANE & ASSOCIATES, PLC Total	\$ 4,935.00
VINCENT J MALONEY Total	\$ 4,913.75
MICHIGAN STATE UNIVERSITY Total	\$ 4,880.00
DOUGLAS A KING Total	\$ 4,600.00
OLIVER AND COMPANY Total	\$ 4,560.00
JANET M MISTELE Total	\$ 4,410.00
SCUBA NORTH Total	\$ 4,296.00
ENDRESS + HAUSER INC Total	\$ 4,271.64
SUMMIT ROOFING LLC Total	\$ 4,250.00
MICHAEL P COLLINS Total	\$ 4,090.62
TART TRAILS INC Total	\$ 4,041.82
POSTMASTER OF TRAVERSE CI Total	\$ 4,010.00
TOP LINE ELECTRIC LLC Total	\$ 3,997.13
THOMSON REUTERS - WEST Total	\$ 3,968.24
D & W AUTO Total	\$ 3,905.96
MICHAEL A FARAONE PC Total	\$ 3,822.51
MICHIGAN SWITCHGEAR SERVI Total	\$ 3,800.00

Payee Name	Amount
JANE BURNSIDE Total	\$ 3,763.32
KYLE B TREVAS Total	\$ 3,725.00
VERIZON WIRELESS Total	\$ 3,663.34
ENVIRONMENT ARCHITECTS IN Total	\$ 3,565.00
PREIN & NEWHOF Total	\$ 3,543.90
COHL, STOKER & TOSKEY PC Total	\$ 3,542.17
THOMAS J SEGER Total	\$ 3,310.00
CDW-G Total	\$ 3,244.85
BRETT C BAIRD Total	\$ 3,200.00
MATTHEW CONNOLLY Total	\$ 3,190.00
FAHEY SCHULTZ BURZYCH RHO Total	\$ 3,089.50
JOEL D KERSHAW Total	\$ 3,077.61
MEADOW WAY PROPERTIES Total	\$ 3,000.00
UNITED STATES POSTAL SERV Total	\$ 3,000.00
ANIXTER INC Total	\$ 2,961.64
LESLEY'S LANDSCAPING Total	\$ 2,940.00
NICHOLS Total	\$ 2,911.00
DELL MARKETING LP Total	\$ 2,900.02
GEI CONSULTANTS Total	\$ 2,897.77
HUBBARD SUPPLY CO. Total	\$ 2,750.00
JEFFRY KNAPP Total	\$ 2,700.00
AXON ENTERPRISE, INC. Total	\$ 2,488.00
REANN R GORTON Total	\$ 2,430.00
EXCEL OFFICE INTERIORS Total	\$ 2,398.00
TRAVERSE CITY AREA PUBLIC Total	\$ 2,388.48
EAST BAY LEGAL Total	\$ 2,370.00
AMERICAN WASTE Total	\$ 2,338.00
KERR PUMP AND SUPPLY, INC Total	\$ 2,336.40
GRAND TRAVERSE MOBILE COM Total	\$ 2,310.77
CHERRYLAND HUMANE SOCIETY Total	\$ 2,285.00
FRED MOOMEY Total	\$ 2,258.34
NORTHERN OFFICE EQUIPMENT Total	\$ 2,216.81
TRAVERSE CITY RECORD EAGL Total	\$ 2,185.89
JASON A RAZAVI . Total	\$ 2,090.00
NEXUS FAMILY SERVICES INC Total	\$ 2,070.00
GREAT LAKES BUSINESS SYST Total	\$ 2,065.00
HEATHER R BLANTON-DYKSTRA Total	\$ 2,016.00
SCHINDLER ELEVATOR CORPOR Total	\$ 1,997.88
PRIORITY HEALTHCARE DISTR Total	\$ 1,995.00
FIDELITY SECURITY LIFE IN Total	\$ 1,976.28
THE NATIONAL JUDICIAL Total	\$ 1,898.00
MPARKS Total	\$ 1,845.00
CDAM Total	\$ 1,800.00
LEELANAU COUNTY Total	\$ 1,794.79
TENURGY LLC Total	\$ 1,789.30
TITLE CHECK LLC Total	\$ 1,776.36

Payee Name	Amount
BRAMER AUTO Total	\$ 1,764.89
SOUTHTOWN PROPERTY MANAGE Total	\$ 1,759.93
MICHAEL HOROWITZ Total	\$ 1,740.00
D/LT. DANIEL KING Total	\$ 1,701.68
RODRIGUEZ,RAMIRO Total	\$ 1,694.40
THERACOM, A CAREMARK COMP Total	\$ 1,680.70
CHERRY CAPITAL CAB, LLC Total	\$ 1,670.00
LAW OFFICE OF MATTIAS JOH Total	\$ 1,610.00
FACILITYONE TECHNOLOGIES, Total	\$ 1,500.00
IDSJ INTERNATIONAL Total	\$ 1,500.00
AIRTECH EQUIPMENT Total	\$ 1,430.00
WOOD,JIMMIE Total	\$ 1,426.38
SUZANNA KOSTOVSKI Total	\$ 1,421.51
GROTEFENDT,ROGER Total	\$ 1,416.52
MUNSON MEDICAL CENTER Total	\$ 1,407.42
ROBERT A MICKEVICIUS Total	\$ 1,400.00
JOSEPH G MOLLICA Total	\$ 1,388.50
CIRCUIT COURT RECORDS Total	\$ 1,374.00
VANBELKUM COMPANIES LLC Total	\$ 1,362.92
GOVERNMENTAL PRODUCTS Total	\$ 1,362.00
GLAXOSMITHKLINE PHARMACEU Total	\$ 1,358.28
PRO MAINTENANCE 4 SEASONS Total	\$ 1,350.00
TRI-GAS DISTRIBUTING CO. Total	\$ 1,320.41
FAMILY COURT RECORDS Total	\$ 1,300.00
MARIE WALKER, PLLC Total	\$ 1,268.50
FIDLAR TECHNOLOGIES, INC. Total	\$ 1,267.12
SEDLACEK PLUMBING & HEATI Total	\$ 1,250.00
PRINT SOURCE Total	\$ 1,233.50
KCI Total	\$ 1,213.22
PARAGARD DIRECT Total	\$ 1,190.65
SCHIMPF,JESSICA Total	\$ 1,158.60
4FRONT CREDIT UNION Total	\$ 1,156.31
CLIFF'S AUTOMOTIVE REPAIR Total	\$ 1,147.32
GREENMAN,STEVEN Total	\$ 1,130.00
GRAND TRAVERSE INDUSTRIES Total	\$ 1,105.50
MICHIGAN DNR Total	\$ 1,090.00
PHILIP A SETTLES Total	\$ 1,075.00
CINTAS CORP #729 Total	\$ 1,066.17
CRASH DATA GROUP INC Total	\$ 1,050.00
PAUL T. JARBOE PLC Total	\$ 1,025.00
PRESIDIO NETWORKED SOLUTI Total	\$ 1,020.00
NEALIS ENGINEERING, INC. Total	\$ 1,005.00
LAND INFORMATION ACCESS A Total	\$ 989.50
LINDA E WASIELEWSKI Total	\$ 968.50
OAKWOOD VETERINARY HOSPIT Total	\$ 957.82
MARK A RISK Total	\$ 950.00

Payee Name	Amount
SHERMAN,BOBBIE LYNN Total	\$ 945.71
JOBLONSKI,KATHRYN Total	\$ 942.77
WHITEWATER TOWNSHIP Total	\$ 942.50
SOFTWARE FOR TODAY Total	\$ 925.00
BLARNEY CASTLE OIL CO. Total	\$ 906.15
BECKETT & RAEDER INC Total	\$ 900.00
KENDALL ELECTRIC INC Total	\$ 899.55
PURVIS,CYNTHIA Total	\$ 886.44
ROTO ROOTER OF NORTHERN M Total	\$ 882.50
BOWERMAN,BOWDEN,FORD,CLUL Total	\$ 880.00
INFLUENCE DESIGN FORUM LL Total	\$ 875.00
TELE-RAD, INC. Total	\$ 870.56
AMERIGAS Total	\$ 868.27
AMICAL Total	\$ 866.00
TRAVERSE AREA SUPPORT SER Total	\$ 864.00
DIRECTV Total	\$ 851.88
PLAMBECK,KEITH Total	\$ 800.00
ADVANCED TURF SOLUTIONS Total	\$ 784.00
NYE UNIFORM CO., INC Total	\$ 780.29
GOURDIE-FRASER, INC Total	\$ 780.00
MICHIGAN PIPE & VALVE Total	\$ 780.00
BRANDY HANSEN Total	\$ 750.00
HLAVKA HEATING AND COOLIN Total	\$ 750.00
MARTINSON FUNERAL HOME Total	\$ 750.00
REYNOLDS-JONKHOFF FUNERAL HOME Total	\$ 750.00
BILL MARSH AUTO RENTALS Total	\$ 740.79
ALLIANCE BUSINESS PRODUCT Total	\$ 738.61
WILSON,VERONICA Total	\$ 730.91
TELEDYNE INSTRUMENTS INC. Total	\$ 730.00
LAKESIDE FOR CHILDREN Total	\$ 717.24
DEWEESE HARDWARE Total	\$ 704.64
IN-HOME HEALTHCARE SERVIC Total	\$ 661.50
SOS LEARNING LAB LLC Total	\$ 660.00
PREMIER OUTDOORS Total	\$ 655.00
NMCAA/BASA Total	\$ 650.00
NORTHERN CLINICAL AND DIA Total	\$ 650.00
NORTHWOODS PRINTERS/OFFIC Total	\$ 649.91
ROCKFORD ADVERTISING Total	\$ 641.25
NACCHO Total	\$ 625.00
ELECTRONIC MONITORING SYS Total	\$ 624.75
MML Total	\$ 612.50
WOMEN'S RESOURCE CENTER Total	\$ 610.00
FIELDHOUSE,CHRISTOPHER Total	\$ 606.43
DAVID KOLODZIEJ Total	\$ 600.00
AQUATIC SOURCE Total	\$ 598.00
HAVILAND CONSUMER PRODUCT Total	\$ 591.50

Payee Name	Amount
ELITE FABRICARE Total	\$ 581.40
HAMPTON INN Total	\$ 572.40
DAVID A. DOBREFF Total	\$ 568.75
A BROOKS DARLING Total	\$ 562.00
SUMMIT COMPANIES Total	\$ 555.00
USAA Total	\$ 540.00
WINGS OF WONDER Total	\$ 540.00
INSTITUTE OF CONTINUING L Total	\$ 531.00
HIBBARD'S PLANTASIA Total	\$ 515.01
DR. ANGELA MAY, M.D. Total	\$ 511.66
NORTHERN MICHIGAN SUPPLY Total	\$ 505.62
MICHIGAN ASSOCIATION OF L Total	\$ 500.00
MICHIGAN COMMUNICATIONS D Total	\$ 500.00
STONE HOUSE BREAD Total	\$ 500.00
LEXISNEXIS RISK DATA MANA Total	\$ 496.51
CYNERGYCOMM.NET INC Total	\$ 489.76
CHARTER COMMUNICATIONS Total	\$ 488.38
MARRIOTT ST LOUIS GRAND H Total	\$ 474.53
MEDLINE INDUSTRIES Total	\$ 474.15
ALLEGRA MARKETING PRINT M Total	\$ 472.09
GRAY & SEAMAN, P.C. Total	\$ 470.00
MENARDS Total	\$ 460.28
DARYL CASE Total	\$ 459.98
BIDDLE CONSULTING INC Total	\$ 459.00
MARK EDWARD PELTIER Total	\$ 456.00
ROBERT D ROBBINS Total	\$ 453.48
JOY VALLEY COUNSELING AND Total	\$ 450.00
MICHIGAN DISTRICT JUDGES Total	\$ 450.00
MUNICIPAL EMPLOYEES RETIR Total	\$ 450.00
ROBERT A. COONEY Total	\$ 444.82
R&S NORTHEAST LLC Total	\$ 428.31
TRAVERSE BAY MARINE INC. Total	\$ 426.00
NORTHWOOD PAINT & SUPPLY Total	\$ 425.82
BOARDMAN LAKE Total	\$ 425.00
OPTAC INTERNATIONAL, INC. Total	\$ 425.00
JAMES TOPASH Total	\$ 414.75
MICH ASSOC OF REGISTERS O Total	\$ 410.00
NOODLE SOUP Total	\$ 402.46
BLUE LAKES BY THE BAY LLC Total	\$ 400.00
CDM MOBILE SHREDDING LLC Total	\$ 400.00
INTERNATIONAL ASSOCIATION Total	\$ 400.00
JASON &/OR JERRY FRANCISC Total	\$ 400.00
LA PROFESSIONAL CLEANING Total	\$ 400.00
MSHDA Total	\$ 400.00
ARTS AUTO & TRUCK Total	\$ 399.72
GOVERNMENTAL BUSINESS SYS Total	\$ 391.32

Payee Name	Amount
ACE HARDWARE Total	\$ 391.28
JOHNSTONE SUPPLY - #234 Total	\$ 387.97
NANCY ICKES Total	\$ 384.54
STELZER,ELIZABETH Total	\$ 374.84
SCHMUCKAL OIL CO Total	\$ 373.00
MICHIGAN SHERIFFS' ASSOCI Total	\$ 371.09
FLIP'S PIZZA Total	\$ 370.00
MARGARET DRURY Total	\$ 368.80
ALLSTATE INSURANCE COMPAN Total	\$ 359.34
RHONDA YANSKA Total	\$ 358.39
BAY AREA PET HOSPITAL Total	\$ 358.00
CRIME VICTIMS SERVICES CO Total	\$ 350.00
JOHNSON OUTDOORS Total	\$ 350.00
KRIOS CONSULTING Total	\$ 350.00
PROTRAININGS LLC Total	\$ 348.12
ETNA SUPPLY COMPANY Total	\$ 345.50
MELISSA ZENNER Total	\$ 343.30
JENNY ROBLES Total	\$ 341.10
LYNN PEAVEY COMPANY Total	\$ 340.80
MARY NOLAN Total	\$ 340.39
LESLEY HOLLYDAY Total	\$ 331.53
BRENDA VOIGHT Total	\$ 328.22
DAVID M AKERS Total	\$ 327.14
KELLOGG HOTEL AND CONFERE Total	\$ 321.00
MEDLER ELECTRIC COMPANY Total	\$ 319.27
JESSICA K SCHIMPF Total	\$ 317.25
CHASE SCHELLING Total	\$ 314.83
MICHAEL LAHEY Total	\$ 313.44
STANDARD ELECTRIC COMPANY Total	\$ 309.53
CARRIE CHASE Total	\$ 309.16
WALMART Total	\$ 306.37
BAY AREA FIRE & SAFETY, L Total	\$ 304.00
JORDAN BARRICK Total	\$ 301.40
JULIE DUBAY Total	\$ 300.44
AUTO OWNERS INSURANCE Total	\$ 300.00
BAY AREA RECYCLING FOR CH Total	\$ 300.00
FINAL TOUCH CLEANING SERV Total	\$ 300.00
HERTLER & ASSOCIATES INC Total	\$ 300.00
LINDA FELLOWS Total	\$ 300.00
MILLARD DEAN ELDRED Total	\$ 300.00
SCHMUCKAL OIL Total	\$ 300.00
THE HARTFORD INSURANCE Total	\$ 300.00
BRIAN NEWCOMB Total	\$ 298.00
X-CEL CHEMICAL SPECIALTIE Total	\$ 295.00
SITEONE LANDSCAPE SUPPLY Total	\$ 294.00
CHILD & FAMILY SERVICES Total	\$ 293.08

Payee Name	Amount
SUZANNE BORSOS Total	\$ 292.44
PRECISION PLUMBING Total	\$ 291.00
WILLIAMS CHEVROLET Total	\$ 290.30
ANDREW JAMES HEIGES Total	\$ 286.12
BETSY COFFIA Total	\$ 286.00
ROBERT HENTSCHEL Total	\$ 286.00
KAREN ZENNER Total	\$ 284.78
VERIZON WIRELESS - VSAT Total	\$ 278.00
BAILEY LAW OFFICE, PLLC Total	\$ 276.25
MICH PROBATE & JUVENILE R Total	\$ 275.00
HYATT PLACE DETROIT/LIVON Total	\$ 273.80
GLOBAL PROTECTION CORP. Total	\$ 273.08
EARL HILL ELECTRIC LLC Total	\$ 273.00
STEPHEN & ANDERSON, PLC Total	\$ 273.00
STEVEN DALE HOLL Total	\$ 271.83
PARK PLACE HOTEL Total	\$ 267.75
JOSEPH ARNOLD LASHBROOK Total	\$ 267.11
EXTRA PACKAGING LLC Total	\$ 265.85
US BANK EQUIPMENT FINANCE Total	\$ 265.76
86TH DISTRICT COURT Total	\$ 264.50
TOTAL ACCESS GROUP, INC. Total	\$ 263.72
MARY URYASZ Total	\$ 261.58
PROFORMA Total	\$ 254.93
USA BLUE BOOK Total	\$ 254.74
DASH MEDICAL GLOVES INC Total	\$ 253.60
GALLS INC. Total	\$ 252.00
PANORAMIC ELECTRICAL CONT Total	\$ 251.00
DAVID G GRUNST Total	\$ 250.00
MICHIGAN COMMUNITY COLLEG Total	\$ 250.00
BADGER METER, INC. Total	\$ 247.80
TERI QUINN Total	\$ 246.80
AMANDA M WEBSTER Total	\$ 245.32
AMANDA KATHARINE BENNETT Total	\$ 242.64
LANGUAGE LINE SERVICES Total	\$ 241.82
ROBERT B MEYER Total	\$ 240.89
KIDS CREEK FAMILY COUNSEL Total	\$ 240.00
MICHAEL SUTHERLAND Total	\$ 240.00
PAMELA J ARSENAULT Total	\$ 240.00
PERFECT FENCE CO. Total	\$ 240.00
BRYAN DEAN SNYDER Total	\$ 239.14
BRITTANY B SAMPLE Total	\$ 238.84
TRAVERSE NARCOTICS TEAM Total	\$ 235.00
THE LUMBER SHED Total	\$ 233.13
PATRICK JAMES DEERING Total	\$ 233.10
WATKINS PHARMACY & SURGIC Total	\$ 230.75
MICH ASSOC OF PROFESSIONA Total	\$ 230.00

Payee Name	Amount
JOSHUA SALYER Total	\$ 229.45
E&J SUPPLY, INC. Total	\$ 229.39
PREMIER SAFETY Total	\$ 229.04
FIREFLY COMPUTERS, LLC Total	\$ 229.00
ANDREW CHARLES BENSON Total	\$ 228.80
ELIZABETH ANN DOUGHERTY Total	\$ 227.66
CARL FERGUSON Total	\$ 227.50
CENTURYLINK Total	\$ 226.82
KRISTEN LEE BOLTON Total	\$ 225.24
JEFFREY PAUL MARTIN Total	\$ 224.67
HANNAH KOPERA Total	\$ 223.50
POTTERS FINE PASTRIES Total	\$ 222.91
NAOMI ALICE DILLINGHAM Total	\$ 222.40
LISA PHILO Total	\$ 220.98
CHERYL ANN VIERS Total	\$ 219.60
VIVIAN KAY GUTZKA Total	\$ 217.59
LISA UNDERWOOD Total	\$ 215.46
HEMOCUE AMERICA Total	\$ 214.00
RHONDA E SMORONG Total	\$ 213.04
CLARISSA FASEL Total	\$ 212.92
JILL MARIE COLE Total	\$ 212.64
KWIK PRINT Total	\$ 212.50
OLSON, BZDOK & HOWARD PC Total	\$ 210.50
RICHARDSON BUSINESS SOLUT Total	\$ 210.50
KIENBAUM, OPPERWALL, HARD Total	\$ 210.00
WILLIAM WOOD Total	\$ 210.00
STERICYCLE INC Total	\$ 209.61
ASHLEY JUSTICE Total	\$ 208.80
LINDSEY ANDERSON MASON Total	\$ 208.27
MARGARET BOYLE Total	\$ 206.88
ALLEN SUPPLY Total	\$ 205.07
DEBORAH STERNAMAN Total	\$ 204.62
CYNTHIA ANN KOTT Total	\$ 204.33
STEVEN MINGUS Total	\$ 204.02
RACHEL ELIZABETH WELLMAN Total	\$ 204.00
MCHC PHARMACY Total	\$ 202.44
FOUNDATION BUILDING MATER Total	\$ 202.08
BRIAN JOSEPH KUHR Total	\$ 201.70
JULIE DODSON Total	\$ 201.14
ADMIRAL PETROLEUM CO Total	\$ 200.00
BRIAN MCALLISTER Total	\$ 200.00
CHERRY HILL HAVEN AFC Total	\$ 200.00
COOPER,ANDREA Total	\$ 200.00
HAWTHORNE VINEYARDS Total	\$ 200.00
JC PENNEY Total	\$ 200.00
MICHIGAN RECYCLING COALIT Total	\$ 200.00

Payee Name	Amount
PAMELA HANEY Total	\$ 200.00
SCHMIDT REALTY Total	\$ 200.00
TCTA Total	\$ 200.00
WILLIAM & MARY POLLARD Total	\$ 200.00
FRED PRYOR SEMINARS Total	\$ 199.00
JENNIFER ELIZABETH KAVRAN Total	\$ 197.62
MICHELLE NEWMAN Total	\$ 195.00
MICHIGAN COURT ADMINISTRA Total	\$ 195.00
NORTHERN LAKES COMMUNITY Total	\$ 195.00
MICHAEL CHRISTOPHER LUTZ Total	\$ 194.58
KIMBERLY DAWN WILSON Total	\$ 191.76
NORTHERN A-1 KALKASKA Total	\$ 190.00
ELYSE Y MCELDERRY Total	\$ 187.57
NICKERSON TOWING Total	\$ 187.50
WALMART COMMUNITY CARD Total	\$ 187.34
STOUTENBURG ENTERPRISE LA Total	\$ 186.81
ALCOTEC PENSION FUND Total	\$ 185.51
WESTON CHRISTOPHER ALPERS Total	\$ 184.80
RON & JANET RAMOIE Total	\$ 184.60
NORTHSTAR MEDICAL EQUIPME Total	\$ 184.00
ART'S AUTO & TRUCK PARTS Total	\$ 183.20
JAMES EDWARD ZALUCHA Total	\$ 181.32
KITCH DRUTCHAS WAGNER VAL Total	\$ 180.00
CHILDREN'S ADVOCACY CENTE Total	\$ 179.00
NORTHERN BUILDING SUPPLY Total	\$ 177.43
PAUL ANDERSON Total	\$ 176.58
AMERICAN JUDGES ASSOCIATI Total	\$ 175.00
SCHMELTZER LAW PLLC Total	\$ 175.00
NATHAN RITTER Total	\$ 173.00
ACE WELDING & MACHINE, IN Total	\$ 172.00
CDW GOVERNMENT,INC. Total	\$ 169.99
TARGET INFORMATION Total	\$ 169.15
ERIC SALANI Total	\$ 168.00
KRISTINE ERICKSON Total	\$ 167.80
JARROD BILACIC Total	\$ 165.60
INTEGRITY BUSINESS SOLUTI Total	\$ 165.47
MICHIGAN MUNICIPAL LEAGUE Total	\$ 165.00
ALICIA THAYER Total	\$ 162.92
LINDA & EDWARD HORN Total	\$ 162.56
KELLOGG CENTER HOTEL & CO Total	\$ 160.50
THOMAS ALAN SCHMITT Total	\$ 160.44
AMANDA DENBOER Total	\$ 160.26
MARCIE MONTGOMERY Total	\$ 160.08
CENTRE STREET CAFE Total	\$ 160.00
SOS ANALYTICAL Total	\$ 160.00
MARY WENGER-TOWNSEND Total	\$ 157.92

Payee Name	Amount
GORDON LAPOINTE Total	\$ 157.76
REDWOOD TOXICOLOGY LABORA Total	\$ 156.65
BEATRIZ CRUZ Total	\$ 156.04
PEZZETTI,VERMETTEN&POPOVI Total	\$ 156.00
RON CLOUS Total	\$ 150.80
AAA MICHIGAN Total	\$ 150.00
ALLIED INSURANCE Total	\$ 150.00
CITY OF FARMINGTON HILLS Total	\$ 150.00
GANDER MOUNTAIN Total	\$ 150.00
LISA ANN FLEIS Total	\$ 150.00
MICHIGAN UNIFORMS AND APP Total	\$ 150.00
PINE HILL VILLAGE GARDEN Total	\$ 150.00
SHEILA SNYDER Total	\$ 150.00
GRAND TRAVERSE VETERINARY Total	\$ 147.50
KEVIN CONRADY Total	\$ 145.00
PROFILE Total	\$ 145.00
LESLIE ANNE SNELLER Total	\$ 143.07
SARA M DEMAN Total	\$ 141.58
BLAIR SELF STORAGE Total	\$ 140.00
OLD TOWN PSYCHOLOGICAL SE Total	\$ 140.00
BATTERIES PLUS Total	\$ 139.75
JENNY LYNN GRIST Total	\$ 139.02
APPLIED IMAGING Total	\$ 137.69
FARM BUREAU INSURANCE GRO Total	\$ 137.50
JESSICA LYNNE-ROSE HENDGE Total	\$ 137.00
APPLIED INDUSTRIAL TECHNO Total	\$ 136.59
TOM FLITTON Total	\$ 135.00
GEORGE A. BELKNAP Total	\$ 133.00
ALECK & JENKINS Total	\$ 130.00
ANDREA GALLIE Total	\$ 130.00
JOHN E. REID & ASSOCIATES Total	\$ 130.00
INDIANA SAFETY CO. INC Total	\$ 129.79
SMILEMAKERS, INC. Total	\$ 126.87
CANTEEN SERVICES OF N MI Total	\$ 126.55
NICHOLAS BIRD Total	\$ 126.00
EVELYN LIVINGSTON Total	\$ 123.80
PATTI BAKER Total	\$ 123.02
ELIZABETH STANICHUK Total	\$ 120.24
ACCREDITATION, AUDIT & RI Total	\$ 120.00
KIMBERLY SUMMERS Total	\$ 120.00
OPTUM Total	\$ 119.83
NORTHERN FLOOR AND TILE Total	\$ 119.25
AMANDA PECK Total	\$ 119.00
HILARY A SMITH Total	\$ 119.00
NATHAN D LENTZ Total	\$ 119.00
SEAN MUGERIAN Total	\$ 119.00

Payee Name	Amount
ALEXANDER PAJKOWSKI Total	\$ 116.63
AMBER PASCOE Total	\$ 116.20
TRANSUNION RISK AND ALTER Total	\$ 115.76
LINDA SUE PASNEY Total	\$ 115.13
TRACIE MULLEN Total	\$ 113.82
JACQUELINE CORBETT Total	\$ 111.82
SHAWN TEE TAYLOR Total	\$ 110.88
CORRECTIONAL TECHNOLOGIES Total	\$ 110.14
ANIMAL MEDICAL CENTER Total	\$ 109.00
DANIEL METEER Total	\$ 108.86
JOHN B WOLF SR Total	\$ 108.48
GIOVANI ROMAN Total	\$ 108.34
DANIELLE RICE Total	\$ 108.00
STAPLES Total	\$ 106.82
ORKIN PEST CONTROL Total	\$ 106.47
STACY LIN HOWE Total	\$ 105.22
TRAVERSE BAY AREA CREDIT Total	\$ 103.84
CYNTHIA GRACE BOSSERT Total	\$ 102.84
KARRINGTON LAYNE ACKERMAN Total	\$ 102.65
STAPLES BUSINESS ADVANTAG Total	\$ 100.38
CLARE SVEC Total	\$ 100.00
DRUCE A. HILL Total	\$ 100.00
ENCOMPASS INSURANCE Total	\$ 100.00
HAGERTY INSURANCE Total	\$ 100.00
IAED Total	\$ 100.00
KELLY RYAN ADAMS Total	\$ 100.00
MARINA SILKOVSKYY Total	\$ 100.00
MARK ARGIR Total	\$ 100.00
MEA - TC CAPSA Total	\$ 100.00
MUNICIPAL ADVISORY COUNCI Total	\$ 100.00
RAYMELL L ENGLISH Total	\$ 100.00
REYNOLDS-JONKHOFF FUNERAL Total	\$ 100.00
ROBERT GODZIEBIEWSKI Total	\$ 100.00
ROSE M BELLES Total	\$ 100.00
ROY C. NICHOLS Total	\$ 100.00
SOCIAL SECURITY Total	\$ 100.00
SVEC INVESTMENTS Total	\$ 100.00
TWICE TRENDY TOTS Total	\$ 100.00
TYLER CLARK Total	\$ 100.00
VICTORIA RHODES Total	\$ 100.00
MCKESSON MEDICAL SURGICAL Total	\$ 99.36
MCCARDEL CULLIGAN WATER C Total	\$ 99.00
HSBC CARD SERVICES Total	\$ 98.04
NICOLE L HEIGES Total	\$ 96.68
FEDERAL EXPRESS CORP. Total	\$ 95.96
JOSEPH FRANCIS KARSNICK Total	\$ 95.89

Payee Name	Amount
BRYSON EDWARD WILBERT Total	\$ 95.23
JENNIFER LYNN DONOHUE Total	\$ 95.17
FAITH ANN MULHOLLAND Total	\$ 94.72
LANCE SEDWICK Total	\$ 93.88
PATRICIA A DONALDSON Total	\$ 93.88
KARIN LYNN STEVENS Total	\$ 93.87
BAY SUPPLY & MARKETING, I Total	\$ 93.20
JOSHUA WINGO Total	\$ 92.80
KONICA MINOLTA BUSINESS S Total	\$ 92.75
TINA L BRADEN Total	\$ 90.98
FAIRFIELD INN AND SUITES Total	\$ 90.95
STAYBRIDGE SUITES LANSING Total	\$ 90.95
GYPSUM SUPPLY COMPANY Total	\$ 90.72
B & B PRINTING Total	\$ 90.00
KATHLEEN A GEST Total	\$ 90.00
MAGGIE JO PETERSEN Total	\$ 88.55
THE CAMERA SHOP Total	\$ 87.97
TARA AYLSWORTH Total	\$ 87.17
APPRISS SAFETY Total	\$ 85.00
STATE FARM Total	\$ 85.00
RICHARD GAUGLER Total	\$ 84.24
PAULA SUE LIPINSKI Total	\$ 84.00
WILLIAMS & BAY PUMPING SE Total	\$ 84.00
SARAH ANN CAVENDISH Total	\$ 81.96
DAVID CARPENTER Total	\$ 80.00
KRISTI LEITOW Total	\$ 79.96
MARTIN EDWARD JOZWIAK Total	\$ 79.64
MATTHEW JOHN BOWER Total	\$ 79.64
MAYFIELD TOWNSHIP Total	\$ 79.33
WRIGHT EXPRESS FLEET SERV Total	\$ 76.74
SARAH GUM Total	\$ 75.98
WENDY HENRY Total	\$ 75.68
BRIAN BELCHER Total	\$ 75.00
JAMES & JANICE GAC Total	\$ 75.00
LEELANAU ENTERPRISE & TRI Total	\$ 75.00
MARJORIE SPENCE Total	\$ 75.00
MECHANICAL INSPECTORS ASS Total	\$ 75.00
NICHOLAS OLDS Total	\$ 75.00
OMINEX ENERGY INC Total	\$ 75.00
PEPSI BOTTLING GROUP Total	\$ 75.00
ROSALIE DOHM Total	\$ 75.00
STONEHOUSE BREAD Total	\$ 75.00
TARGET STORES Total	\$ 75.00
WEST MICHIGAN C.U. Total	\$ 75.00
TRAVERSE CITY POLICE DEPA Total	\$ 73.68
BAY WEST ANIMAL CLINIC Total	\$ 73.00

Payee Name	Amount
TAMMI WILLOUGHBY Total	\$ 72.00
EAST BAY ANIMAL HOSPITAL Total	\$ 70.75
SARAH EICHBERGER Total	\$ 70.57
JANET JANNOUN Total	\$ 70.50
SHAWN HAROLD BOYT Total	\$ 70.22
IMAGESOFT, INC. Total	\$ 70.00
J COLE TRANSPORTATION Total	\$ 70.00
KAREN E ARMSTRONG Total	\$ 70.00
SIRCHIE FINGER PRINT Total	\$ 70.00
SUSAN BOWEN Total	\$ 70.00
TOM ROEN Total	\$ 70.00
RANDAL WILLARD Total	\$ 67.29
ACTRON STEEL, INC. Total	\$ 66.00
ROSE COE Total	\$ 65.75
LINDSAY KING Total	\$ 65.54
BRICKYARD TOWING Total	\$ 65.00
PRIME TIME NEWS & OBSERVE Total	\$ 65.00
NOTARY SERVICE & BONDING Total	\$ 64.95
EMILY RICE Total	\$ 64.67
BRAD JEWETT Total	\$ 64.44
CLARKE-EVERETT DOG & CAT Total	\$ 63.00
MELISSA KAY WARREN Total	\$ 62.76
TRAVERSE REPRODUCTION & S Total	\$ 62.72
MEMBERS CREDIT UNION Total	\$ 62.50
NORTHERN GREENLAWN, INC. Total	\$ 62.50
TC FAMILY EXPO Total	\$ 62.50
LANA PAYNE Total	\$ 61.49
WEST MICHIGAN STAMP & SEA Total	\$ 60.50
DAWN WAGONER Total	\$ 60.00
MEIJER, INC Total	\$ 60.00
NORTHPOINTE MOTORS Total	\$ 60.00
SIGNPLICITY Total	\$ 60.00
WEST SHORE PUBLICATIONS, Total	\$ 59.87
SARAH LOUISE MINER Total	\$ 58.70
JESSICA PARENT Total	\$ 58.70
CHUCK HILL Total	\$ 58.34
PETER FORTON Total	\$ 57.30
ELHORN ENGINEERING COMPAN Total	\$ 57.13
THE CONCRETE SERVICE, INC Total	\$ 56.70
SUN BADGE CO. Total	\$ 56.50
AC PAW Total	\$ 55.00
VCA CHERRY BEND ANIMAL HO Total	\$ 54.25
HEATH ADAM MILLER Total	\$ 54.00
ANSWER UNITED Total	\$ 53.87
KELLY JO PIERSON Total	\$ 52.84
ROBERT STALEY Total	\$ 52.82

Payee Name	Amount
SERRA, TRAVERSE CITY Total	\$ 52.23
QUEST DIAGNOSTICS Total	\$ 52.21
OLGA TOPASH Total	\$ 51.78
DENNIS CREIG PROFFER Total	\$ 51.10
ASHLEY ANN ARVON Total	\$ 50.00
BURDCO INC Total	\$ 50.00
DAVE BRAYTON Total	\$ 50.00
DAVID EARL LOVEJOY Total	\$ 50.00
DOUGLAS DIXON Total	\$ 50.00
FINISH LINE Total	\$ 50.00
FREDERICK SWAFFER Total	\$ 50.00
GALLAGHER BASSETT SERVICE Total	\$ 50.00
JENNIFER WHITTEN ATTORNEY Total	\$ 50.00
JENNY & MATTHEW JOHNSON Total	\$ 50.00
JULIE WHITE Total	\$ 50.00
KATY LYNN CORE Total	\$ 50.00
MICHELLE K. CORBY Total	\$ 50.00
MICHIGAN PUBLIC HEALTH IN Total	\$ 50.00
NALY SIPHENGPHET Total	\$ 50.00
NICHOLAS FERGUSON Total	\$ 50.00
OSTERMAN JEWELERS Total	\$ 50.00
PATRICK ANDRESEN Total	\$ 50.00
PERFECT FIT LLC Total	\$ 50.00
RENT A CENTER RETAIL SERV Total	\$ 50.00
RICHARD K STINER Total	\$ 50.00
ROBIN DONKERS Total	\$ 50.00
STATE FARM INSURANCE CO. Total	\$ 50.00
THE MAPLE CLINIC, INC Total	\$ 50.00
UNIVERSAL UNDERWRITERS IN Total	\$ 50.00
FRONTIER COMMUNICATIONS Total	\$ 49.89
MARTHA THORELL Total	\$ 49.30
NORTHWOOD ANIMAL HOSPITAL Total	\$ 48.75
JEREMY DEAN REID Total	\$ 48.20
MICHAEL SHEA Total	\$ 48.00
MIKE MATTEUCCI Total	\$ 48.00
KENNETH ALAN MCCARDEL Total	\$ 47.62
AMY DENISE STRUCK Total	\$ 47.04
LISA MARIE HARRAND Total	\$ 47.04
MARY BETH URBANAVAGE Total	\$ 46.94
MARC LEBLANC Total	\$ 46.40
PATRICIA ANN GLEASON Total	\$ 45.88
TRACEY LEE SEDLACEK Total	\$ 45.88
AMERICAN SOLUTIONS FOR BU Total	\$ 45.50
DEBBIE VANDAM Total	\$ 44.81
SHEILA MOSLEY Total	\$ 44.69
JEFFREY DAVID ARMOUR Total	\$ 43.64

Payee Name	Amount
AARON AYDLOTT Total	\$ 42.66
ERIKA SMITH Total	\$ 42.66
KEVIN RUSSELL Total	\$ 42.66
KRISTOPHER SNYDER Total	\$ 42.66
KAREN HAUSWIRTH Total	\$ 42.50
GORDON FOOD SERVICE Total	\$ 42.43
BRIAN GARY ALDERMAN Total	\$ 42.40
DANIEL ALEX NEWCOMB III Total	\$ 42.40
PARKER BOOTH Total	\$ 42.40
JAMES WINTER DRUMMOND Total	\$ 42.00
KATIE LYNN KANOZA Total	\$ 42.00
SARAH R LORIGAN Total	\$ 41.76
SHIRLEY DEWITT Total	\$ 41.76
BECKY LANHAM Total	\$ 41.59
BROWNELLS INC Total	\$ 41.59
MARTHA CAROL HAMMER Total	\$ 41.24
MARY CATHERINE JACKOWSKI Total	\$ 41.24
GLENN MOBLO Total	\$ 41.05
JODY PRINGLE II Total	\$ 41.05
RICHARD KLER JR Total	\$ 41.05
LORI OPDENHOFF Total	\$ 40.52
BENZIE HIGH SCHOOL Total	\$ 40.00
GAMESTOP Total	\$ 40.00
GERALD KRAJENKE Total	\$ 40.00
JAMES PROVOST Total	\$ 39.98
CAROL STOCKING Total	\$ 39.12
TIMOTHY MINCH Total	\$ 38.91
NICHOLAS OLARY Total	\$ 38.81
CHAD HOMAN Total	\$ 37.84
DANIEL LOEFFLER Total	\$ 37.84
PAUL ELIAS JR. Total	\$ 37.84
RICHARD E CALLESEN JR Total	\$ 37.84
JULIE BRINKERHOFF Total	\$ 37.76
ALEXANDER BRAJAK Total	\$ 37.50
CHEMICAL BANK MIDLAND Total	\$ 37.50
KINNEY'S COMPLETE AUTO Total	\$ 37.50
EMILY LARKIN Total	\$ 37.44
SHANNON EVERETT Total	\$ 37.31
JASON POLZIEN Total	\$ 37.00
JOHN R. SABATINI, JR. Total	\$ 36.98
CODY MIKHAIL SMART Total	\$ 36.60
DONALD ANTHONY BAUDINE I Total	\$ 36.60
ETHAN RAPMUND Total	\$ 36.60
HOLLY MARIE BROWN Total	\$ 36.60
HOWARD DRAKE Total	\$ 36.60
MELISSA MARIE DOORNBOS Total	\$ 36.60

Payee Name	Amount
PAULA LOUISE GOULD Total	\$ 36.60
WILLIAM WOHLSCHIED JR. Total	\$ 36.60
DAVID JOSEPH RHODES Total	\$ 36.00
JODI G SIMPSON Total	\$ 36.00
KATHY STEEPE Total	\$ 35.70
AMY CATHERINE POSNIK-MILL Total	\$ 35.44
PAUL JAMES JOHNSON Total	\$ 35.44
RUTH MARIE OPPLIGER Total	\$ 35.44
DOUGLAS WILLIAM SNODDY Total	\$ 35.00
GAIL LORRAINE KEELER Total	\$ 35.00
GUADALUPE BELLESTEROS Total	\$ 35.00
NATIONAL ASSOCIATION OF S Total	\$ 35.00
NORTHERN MICH JUVENILE OF Total	\$ 35.00
JOSEPH TYLER VERMILLION Total	\$ 34.86
ADDISON WHEELOCK, JR. Total	\$ 34.80
ERIN MARIE HANKS Total	\$ 34.28
JOAN ARLENE SAVAGE Total	\$ 34.28
LISA MARGARET DOHM Total	\$ 34.28
JASON BRYCE Total	\$ 34.10
CHELSEA LYNN COOPER Total	\$ 33.70
CHRISTOPHER EDWARD LUDKA Total	\$ 33.70
RICHARD CARL BRIGGS Total	\$ 33.70
ANDREW WAITE Total	\$ 33.64
BRIAN J FOSTER Total	\$ 33.56
LORRAINE EKLUND Total	\$ 33.56
WILLIAM KEMNITZER Total	\$ 33.56
ZACHARY SHAFER Total	\$ 33.56
GREGORY PHILIP WOLF Total	\$ 33.12
JACOB WAYNE KEEDER Total	\$ 33.12
SAMUEL JOSEPH LEDERER Total	\$ 33.12
GRAND TRAVERSE RADIOLOGIST Total	\$ 33.00
BAY BREAD COMPANY, INC Total	\$ 32.60
SARA ELIZABETH CHANTLAND Total	\$ 32.54
JOSEPH BODLEY Total	\$ 32.49
COMPANION ANIMAL HOSPITAL Total	\$ 32.00
BARBARA ARLENE SPITZLEY Total	\$ 31.96
JOANN M MOTTESE Total	\$ 31.96
JOHN DAVID HYATT Total	\$ 31.96
PATRICIA HENKEL Total	\$ 31.96
FASTENAL COMPANY Total	\$ 31.86
MICHAEL JAMES MASON Total	\$ 31.38
SHERWIN-WILLIAMS Total	\$ 30.82
BARBARA CLEONE BUCHAN Total	\$ 30.80
DOUGLAS RICHARD SHOEMAKER Total	\$ 30.80
JOSEPH ALBERT ZRIMEC JR Total	\$ 30.80
KARL EWALD FRIESEN Total	\$ 30.80

Payee Name	Amount
PAMELA JEAN BROWN Total	\$ 30.80
RHONDA RAE WASSOM Total	\$ 30.80
BYTE PRODUCTIONS LLC Total	\$ 30.00
CHRISTOPHER DONALD LYON Total	\$ 30.00
JAMES TARRAS Total	\$ 30.00
JAMES WILLIAM FLETCHER JR Total	\$ 30.00
JENTEES CUSTOM SCREEN PRI Total	\$ 30.00
JUNIORS DISCOUNT TIRE Total	\$ 30.00
STEVEN L ROUSH Total	\$ 30.00
ALISHA ANN WORMELL Total	\$ 28.48
JERAMIAH JOSEPH CROWELL Total	\$ 28.48
MARIA TERESA RUELAS Total	\$ 28.48
MARK GERARD GOENSE Total	\$ 28.48
JAMES WEMIGWANS Total	\$ 28.00
ALISON BETH KOZAN Total	\$ 27.90
ASHLEY MARIE HOWARD Total	\$ 27.90
CHRISTOPHER KEVIN STERR Total	\$ 27.90
MARGARET ANN ANDERSON Total	\$ 27.90
DARIUSZ SZAJNER Total	\$ 27.32
PAUL MICHAEL SANFORD Total	\$ 27.32
SARAH MARGARET BUMP Total	\$ 27.32
TRAVIS RAYMOND PETERSON Total	\$ 26.74
JONATHAN HASKINS Total	\$ 26.20
ROBERT STANLEY DOMBROSKI Total	\$ 26.16
BRIAN MATTSON ROHLEN Total	\$ 26.00
MICHIGAN DEPARTMENT OF ST Total	\$ 26.00
DEBRA A MIKOWSKI Total	\$ 25.98
PURITY CYLINDER GASES Total	\$ 25.97
LAURA SHUMATE Total	\$ 25.96
ALISHA T MOCERE Total	\$ 25.75
ANNA M WEESE Total	\$ 25.72
JEANNIE S BINSFELD Total	\$ 25.61
HEIDI LYNN MELLO Total	\$ 25.58
ADVANCED WINDOW SYSTEMS Total	\$ 25.00
BRIAN CHARLES SCHUCK Total	\$ 25.00
FRIEND OF THE COURT Total	\$ 25.00
JANELLA SCHNEPT Total	\$ 25.00
JAYME PAULETTE LARSON Total	\$ 25.00
JEFF PANEK Total	\$ 25.00
KELLIE ANN WILSON Total	\$ 25.00
LARRY O SAWALLICH Total	\$ 25.00
MARVIN PETER NORDEEN Total	\$ 25.00
NORTHWESTERN BANK Total	\$ 25.00
PAUL APPOLD Total	\$ 25.00
RICHARD MICHAEL BECK, MD Total	\$ 25.00
SCOTT HOWARD Total	\$ 25.00

Payee Name	Amount
TAD & MEAGHAN THOMPSON Total	\$ 25.00
VILLAGE GLEN APARTMENTS Total	\$ 25.00
RODETTA HARRAND Total	\$ 24.59
CONSOLIDATED ELECTRICAL C Total	\$ 24.00
JENNIFER HALSTEAD ROHLEN Total	\$ 24.00
MARTIN MIKLOS Total	\$ 24.00
THOMAS W GALLERY Total	\$ 24.00
EDWARD HEID Total	\$ 23.75
DAVID J TIETZ Total	\$ 23.00
JASON HAMILTON Total	\$ 23.00
JASON ROELOFS Total	\$ 23.00
DUSTIN STICKLER Total	\$ 22.58
GILLROY'S COMPLETE HARDWA Total	\$ 22.58
SHANNON KAY PETAJA Total	\$ 22.50
REBECCA RENE GOODWIN Total	\$ 22.25
CHRISTINE RAE CYPHER Total	\$ 22.00
JULIA PAYNE Total	\$ 22.00
KIM MILWARD Total	\$ 22.00
PAMELA PRIEST Total	\$ 22.00
ELIZABETH KAY KIMBEL Total	\$ 21.75
ERICCA HOVIE Total	\$ 21.52
FREDERICK P HASTINGS Total	\$ 21.50
KEAGAN GENSLER Total	\$ 21.50
CAROL FERN JOHNSON Total	\$ 21.25
DANA FREDERICK CARNEVALE Total	\$ 21.25
JACQUELINE MORGAN Total	\$ 21.25
JAMES ALLAN DERUSHA Total	\$ 21.25
JAMES JOSEPH SOPER Total	\$ 21.25
LISA ANN MUSSELMAN Total	\$ 21.25
MARK LAWRENCE CANNON Total	\$ 21.25
MARY ELIZABETH ROKOS Total	\$ 21.25
JONATHAN GREGORY MOE Total	\$ 21.00
MAUREEN ELLEN WARREN Total	\$ 21.00
SARAH ELIZABETH MALOY Total	\$ 20.50
JENNIFER PEDROZA Total	\$ 20.30
KATHLEEN & MICHAEL SHEEAN Total	\$ 20.21
BRANDON HENDGES Total	\$ 20.00
BRIAN WILLIAM BLOOD Total	\$ 20.00
BRUCE CALLAHAN Total	\$ 20.00
ERIC HALLMAN Total	\$ 20.00
GAIL A ROKOS Total	\$ 20.00
HEATHER KNUDSEN Total	\$ 20.00
JAMIE LEE PURVIS Total	\$ 20.00
KAMI LYN MICHAEL Total	\$ 20.00
LESTER & PRICILLA THORNBUR Total	\$ 20.00
MICHAEL CASPER SKRZYPCZAK Total	\$ 20.00

Payee Name	Amount
NAOMI V KLUCK Total	\$ 20.00
NICHOLE DUNWIDDIE Total	\$ 20.00
PAMELA SUSANN WITCZAK Total	\$ 20.00
RYAN PATRICK MINCH Total	\$ 20.00
STEVEN WILLIAM MICHAEL Total	\$ 20.00
SKYLAR WRIGHT WATSON Total	\$ 19.75
SUSAN EILEEN REECE Total	\$ 19.75
THOMAS ALBERT HERALD Total	\$ 19.75
ANTHONY JOSEPH BROWN Total	\$ 19.50
LOREN JOHN AKERMAN Total	\$ 19.50
BARBARA JEANNE LYONS Total	\$ 18.75
DEWARD RAYMOND KNAPP Total	\$ 18.75
KELLY GREENE Total	\$ 18.75
WILLIAM HOWARD HAMANN JR Total	\$ 18.75
AMY MILLER Total	\$ 18.50
JAMES ALEXANDER HENDERSON Total	\$ 18.00
BARBARA SHARON FASULO-EMM Total	\$ 17.50
JANET LOMBARD-MCGEE Total	\$ 17.50
JANET WOLFF Total	\$ 17.50
JUSTIN SCOTT THOMPSON Total	\$ 17.50
KAREN ANN SCHWEIGER Total	\$ 17.50
KATELYN MARIE SPICER Total	\$ 17.50
KELLEY RENEE CHILCOTT Total	\$ 17.50
MICHAEL A WESTERVELT Total	\$ 17.50
SHAWNEE MARIE HAINES Total	\$ 17.50
MARTA SHEA Total	\$ 17.25
SUZAN KLINGER Total	\$ 17.25
CATHOLIC CHARITIES WEST M Total	\$ 17.24
CHAD SCHRADER Total	\$ 17.00
JILLAIN IRENE MILLER Total	\$ 17.00
JOSEPH EDWARD HAINES JR Total	\$ 17.00
PAUL RICHARD SHUMAN Total	\$ 17.00
MICHELLE HELENA SANDS Total	\$ 16.75
JESSICA LYNN CULBERTSON Total	\$ 16.50
JOEL ALLEN HARTMAN Total	\$ 16.50
KELSEY BENSLEY Total	\$ 16.50
KRISTEE MARIAGE Total	\$ 16.50
BRENDA PITCHER LAU Total	\$ 16.25
PATRICIA ANN HARRIS Total	\$ 16.25
BARBARA SUE BERTOLDI Total	\$ 16.00
CHRISTINE ANNA CAIRNS Total	\$ 16.00
GENE PAUL SLEDER Total	\$ 16.00
IAN WARD STREADWICK Total	\$ 16.00
NANCY ISABELL STEVENSON Total	\$ 16.00
REBECCA ANN SKETCH Total	\$ 16.00
APOLINAR NAVARRO-JR Total	\$ 15.75

Payee Name	Amount
DOUGLAS MICHAEL KIMBLE Total	\$ 15.75
JENNIFER JOSEPHINE PERKET Total	\$ 15.75
KENDRA LYNN REMAI Total	\$ 15.75
SCOTT PAUL SORENSON Total	\$ 15.75
ANGELA OHEARN Total	\$ 15.50
DONALD GEORGE WHITE Total	\$ 15.50
JOEL ROBERT MYLER Total	\$ 15.50
APRIL BIRCH Total	\$ 15.00
GILBERTS SERVICE OIL CO Total	\$ 15.00
LARRY DUANE SEIGFRIED Total	\$ 15.00
MELISSA MOREY Total	\$ 15.00
TYLIR LYNN SEHL Total	\$ 15.00
BARBARA DISBOROUGH Total	\$ 14.77
NAOMI CYNTHIA CALL Total	\$ 14.00
ROGER A GROTEFENDT Total	\$ 14.00
SAM & MARGARET KITCHIN Total	\$ 14.00
MARIJANE LUCAS Total	\$ 13.92
JEFFREY THOMAS LAKIES Total	\$ 12.50
PURE WATER WORKS Total	\$ 12.50
ROBERT PANTER Total	\$ 12.50
SANDRA KAY CASCAGNETT Total	\$ 12.50
SUZANNE MARIE HEUFT Total	\$ 12.50
TC INSULATING COMPANY Total	\$ 12.50
ZACHARY RYAN EGERER Total	\$ 12.50
THIRLBY AUTOMOTIVE Total	\$ 12.13
AVA MADLYN STREADWICK Total	\$ 12.00
BARRY WAYNE LUHELLIER Total	\$ 12.00
BRANDI JUNE SMITH Total	\$ 12.00
JONATHAN MERRIT ADAMS Total	\$ 12.00
TYLER JAMES YOUKER Total	\$ 12.00
WASH-N-GO CARWASH Total	\$ 12.00
SUZANNE CORK Total	\$ 11.89
NICOLE LYNN CHASE Total	\$ 11.20
CHRISTOPHER ROBERTS Total	\$ 10.36
BARRE JEWKES PURDY Total	\$ 10.26
ANN BIXBY Total	\$ 10.00
BENZIE COUNTY CLERK Total	\$ 10.00
MISTY WRIGHT Total	\$ 10.00
UNITED PARCEL SERVICE Total	\$ 9.66
KEVIN MICHAEL KLOCKZIEM Total	\$ 9.00
LOWE'S Total	\$ 8.72
PRO IMAGE DESIGN Total	\$ 8.50
DR SHANTE BUHYAN Total	\$ 8.33
HORSE NORTH RESCUE Total	\$ 8.33
AT&T LONG DISTANCE Total	\$ 7.76
KRISTA MARIE BROCK Total	\$ 7.20

Payee Name	Amount
MARY PATRICIA SOPHIEA Total	\$ 7.10
ANDREW MELVIN-CORNEAU SCH Total	\$ 7.00
MICHAEL DEWAYNE JACKSON Total	\$ 7.00
AMERICAN COPPER & BRASS L Total	\$ 6.81
CHRISTY ANN PENROD Total	\$ 6.60
THE POOL DOCTOR Total	\$ 6.36
SHIRLEY ZERAFA Total	\$ 6.15
TIMOTHY JENNER Total	\$ 5.50
NORTHERN MICHIGAN VETERIN Total	\$ 5.00
SHELL MINI MART Total	\$ 3.85
FIRST ADVANTAGE BACKGROUN Total	\$ 3.40
KURSTAN CRAWFORD Total	\$ 1.91
THE HABERDASHERY Total	\$ 1.66
VINTAGE DU JOUR Total	\$ 1.66
NICHOLAS FRANCIS HARTSUFF Total	\$ -
SHIRLEE SHUMSKY GREEN Total	\$ (30.43)
SHELDON'S BODY SHOP, INC. Total	\$ (100.00)
MEREDITH'S VILLAGE GARDEN Total	\$ (150.00)
KIDS CREEK CHILDREN'S CLI Total	\$ (160.00)
<b>Grand Total</b>	<b>\$ 3,501,307.84</b>

## Action Request



Meeting Date:	3/20/2019		
Department:	Health	Submitted By:	Wendy Hirschenberger
Contact E-Mail:	whirsch@gtchd.org	Contact Telephone:	995-6101
Agenda Item Title:	Public Health Accreditation Certificate Presentation		
Estimated Time:	15-20 <small>(in minutes)</small>	Laptop Presentation:	No

**Summary of Request:**

Presentation by Wendy Hirschenberger, Health Officer and Orlando Todd, MDHHS (Michigan Department of Health and Human Services) regarding the results of the 2018 accreditation review from various state agencies and the accreditation certificate. The Michigan Public Health Accreditation review process identifies and promotes public health standards for local public health departments, assures local health departments protect and improve people’s health within their communities, and is a process to routinely assess performance and improve quality. Grand Traverse County Health Department (GTCHD) was reviewed and evaluated on 11 core services for essential and important program indicators. GTCHD received a perfect review (second time in a row) and also received many additional special commendations noting the quality and consistency of services provided to Grand Traverse County citizens. This presentation will highlight the results and this important accomplishment by all staff.

**Suggested Motion:** none needed

Recognition of the hard work, effort and dedication from all Health Department staff to achieve this excellent accreditation review.

**Financial Information:** Not applicable

Total Cost:	General Fund Cost:	Included in budget:
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If not included in budget, recommended funding source:

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:		
<b>Reviews:</b>	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		
<b>Administration:</b>	Recommended	Date:
Miscellaneous:		

**Attachments:**

Attachment Titles: None



## Action Request

Meeting Date:	March 20, 2019		
Department:	Administration	Submitted By:	Nate
Contact E-Mail:		Contact Telephone:	
Agenda Item Title:	Community Development Block Grant Sub Recipient Agreement		
Estimated Time:	20 <small>(in minutes)</small>	Laptop Presentation:	<input checked="" type="radio"/> Yes <input type="radio"/> No

**Summary of Request:**

Grand Traverse County has received Community Development Block Grant (CDBG) funds that are now part of a Revolving Loan Fund which are intended to be used as an economic development tool. In February of 2014 Grand Traverse County entered into a Sub- Recipient Agreement with Venture North to administer the CDBG funds. In February of 2016 that agreement was extended until October 31, 2018.

Since October 2018 we have been working with Venture North on the agreement as there have been additional policies requested by the MEDC to be in the Sub Recipient Agreement. We are working with Venture North in either the construction of or amending of those policies and those policies will be ready by June of 2019

**Suggested Motion:**

Approve the extension of the Sub Recipient Agreement with Venture North that expires June 30, 2021.

**Financial Information:**

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

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:		
<b>Reviews:</b>	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		
<b>Administration:</b>	<input checked="" type="checkbox"/> Recommended	Date: March 14, 2019
<u>Miscellaneous:</u>		

**Attachments:**

Attachment Titles:

RESOLUTION

**XX-2019**

**Venture North Subrecipient Agreement**

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on March 20, 2019, reviewed request to approve the extension of the Sub Recipient Agreement with Venture North through June 30, 2021; and,

WHEREAS, Grand Traverse County received Community Development Block Grant (CDBG) funds that are not part of a Revolving Loan Fund which are intended to be used as an economic development tool; and,

WHEREAS, The County originally entered into an agreement to administer the CDBG funds in 2014, and extended it through October 31, 2018; and,

WHEREAS, since October 2018 we have been working with Venture North on the agreement as there have been additional policies requested by MEDC to be included in the Agreement which will extend through June 30, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS THAT Grand Traverse County approves the extension of the Sub Recipient Agreement with Venture North through June 30, 2021.

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: March 20, 2019

**SUBRECIPIENT AGREEMENT BETWEEN  
Grand Traverse County  
AND  
Venture North Funding & Development  
FOR MICHIGAN CDBG PROGRAM**

**THIS SUBRECIPIENT AGREEMENT** (“Agreement”), entered on November 1, 2018, by and between the **Grand Traverse County** (herein called the “Unit of General Local Government” or “UGLG”) and **Venture North Funding & Development** (herein called the “Subrecipient”).

**WHEREAS**, the UGLG has applied for and received funds from the Michigan Strategic Fund (“MSF”) under Title I of the Housing and Community Development Act of 1974, as amended (“HCD Act”), Public Law 93-383;

**WHEREAS**, the UGLG has operated a revolving loan fund (“Local RLF”) pursuant to the HCD Act for many years;

**WHEREAS**, the MSF approved the regionalization of existing revolving loan funds into nine (9) regional entities or Regional Revolving Loan Funds (hereinafter individually a “Regional Fund”) pursuant to Resolution 2011-120;

**WHEREAS**, this regionalization was provided for in the Michigan Consolidated Plan for Housing and Community Development program Year 2012 (July 1, 2012 – June 30, 2013); One Year Action Plan as approved in Resolution 2012-028;

**WHEREAS**, by Resolution 2012-142 the MSF designated each Michigan CDBG Regional Fund Manager (“RFM” or “Fund Manager”), including the Subrecipient as the RFM for Region(s) **2** (hereinafter called “the Region”);

**WHEREAS**, the UGLG and its Local RLF are within the Region; and

**WHEREAS**, the UGLG wishes to engage the Subrecipient to assist the UGLG in utilizing such Local RLF funds and additional Community Development Block Grant (“CDBG”) funds which the UGLG may receive.

**NOW, THEREFORE**, it is agreed between the parties hereto that;

**I. PARTIES’ RESPONSIBILITIES**

**A. Subrecipient’s Responsibilities**

The Subrecipient will be responsible for administering a CDBG revolving loan program, also referred to as Regional Revolving Loan Fund (“Regional Fund”), for the UGLG identified above. The Subrecipient will administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local laws, statutes, rules and regulations, and MSF program guidance (Grant Application Manual or Guide, hereinafter “GAM”) as may be amended from time to time, governing these funds, and in a manner satisfactory to the UGLG and the MSF.

Changes to the program focus and objectives, or services, contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by both the Subrecipient and UGLG and acknowledged by the MSF Fund Manager or designee.

The focus of the Subrecipient's efforts under this Agreement will be the provision of loans to private, for-profit businesses located in the jurisdiction of the UGLG that will result in the creation of jobs primarily for low-and moderate-income individuals at those businesses or which will meet another permissible CDBG National Objective as provided in the GAM. The major tasks that the Subrecipient will perform in connection with the operation of a Regional Fund include, but are not limited to, the following:

- 1) **Outreach.** The Subrecipient will advertise and market the Regional Fund and conduct other forms of outreach. The Subrecipient's outreach efforts will be sufficient to generate enough demand to be able to close loans that produce jobs, the majority of which will be for low- and moderate-income persons.
- 2) **Completion of Loan Applications; Underwriting Assessment.** The Subrecipient will assist for-profit businesses and other eligible borrowers in completing loan applications, and will perform an assessment of each loan request to: (a) determine the CDBG eligibility of the loan, (b) evaluate the loan's job creation potential relative to meeting the National Objective and Public Benefit standards, and (c) ascertain that the loan will minimize, to the extent practicable, displacement of existing businesses and jobs in neighborhoods. The Subrecipient will perform a front-end assessment to determine whether each loan and the financing terms associated with it are appropriate, and as part of this assessment will consider the following:
  - a) the business' need for financial assistance;
  - b) the feasibility of the proposed venture or business activity;
  - c) the past business experience of the applicant;
  - d) the reasonableness of the proposed costs and return to the applicant;
  - e) the commitment of other sources of funds;
  - f) and the ratio of the loan amount to the full-time equivalent jobs expected to be created.

Additional underwriting standards and requirements may be found in the GAM.

- 3) **Obtain Loan Collateral.** The Subrecipient will identify and obtain loan collateral, or other appropriate forms of loan security, sufficient to reduce the financial risk associated with each CDBG-funded loan, consistent with the program intent of providing financing in situations where adequate conventional financing is not available and as may be provided in the GAM.
- 4) **Loan Approval Committee.** The Subrecipient shall establish and maintain a Loan Approval Committee for the Regional Fund which will have no fewer than five (5) seats and no more than seven (7) seats. The composition and experience

requirements for the Loan Approval Committee are re-iterated in the GAM. In no case, can a Loan Approval Committee convene to consider a loan request without a representative from the community where the project resides.

- 5) **Incurring Costs.** The Subrecipient shall be responsible for making sure that no CDBG or non CDBG project costs have been incurred prior to either execution of the formal loan agreement or completion of the environmental review procedures and written authorization from the CDBG Revolving Loan Fund Program Specialist to incur project related costs.
- 6) **Loan Closing.** With the authorization of the Regional Fund program's Loan Approval Committee, the Subrecipient will execute all necessary documents and disburse funds as necessary to cover the expenses of approved applicants for activities authorized by executed loan agreements. The loan documents executed with applicants will include explicit provisions describing (a) the records that Borrowers must maintain to demonstrate the eligibility of the CDBG expenditures and the satisfaction of the CDBG National Objective, and (b) the conditions and procedures under which late payment penalties, default and/or foreclosure will occur. Prior to any disbursement, each loan must be approved in writing by the MSF or its designee.
- 7) **Loan Servicing/Loan Portfolio Management.** The Subrecipient will establish and maintain a consistent method for recording monthly payments, with up-to-date ledgers and timely reconciliations which is consistent with the GAM and acceptable to the MSF or its designee. The Subrecipient will also establish a system to monitor the financial health of Borrowers, in order to anticipate repayment problems called a Troubled Asset Management Plan ("TAMP") which is discussed further in this document and within the GAM. The Subrecipient will apply its policies and procedures regarding late payments, defaults, loan re-negotiation, and foreclosure in a timely and consistent manner.
- 8) **Monitoring Of Job Creation.** For those projects required to create low to moderate income ("LMI") jobs, the Subrecipient will monitor Borrowers on at least a semi-annual basis to assess their progress in creating jobs for low- and moderate-income persons, and will institute default and foreclosure of the loan (subject to any inter-creditor rights and with penalties if appropriate) in instances where the Borrower fails to take sufficient action to satisfy the CDBG National Objective requirement.
- 9) **Management of Program Income.** Any program income (as defined at 24 CFR 570.489(e)) generated in connection with the economic development loan program, including loan repayments, late payment penalties, recaptures, or proceeds from foreclosure, will be utilized consistent with applicable CDBG program requirements. The Subrecipient shall apply this program income toward additional loans under the Regional Fund program through the use of a revolving fund pursuant to 24 CFR 570.489(f).

- 10) **Maintenance of Records.** In addition to the financial records regarding loan repayment cited in Paragraph A.6 above, the Subrecipient will maintain sufficient records to fully document (a) the loan application and underwriting review, including the front end assessment of CDBG eligibility and appropriateness of the loan, (b) the final terms and conditions of the loan, including collateral or other forms of loan security involved, (c) satisfaction of the CDBG National Objective, and Public Benefit requirements consistent with the requirements of 24 CFR 570.483, and (d) proper utilization of program income received. All such records will be maintained according to the general requirements of 24 CFR 570.490 and those specified in the section of this Agreement on retention of records.
- 11) **Borrower Compliance.** Recipients of loan proceeds (“Borrower(s)”) from the Regional Fund must comply with all federal and state laws, statutes, regulations, rules and policies, including, but not limited to, all reporting, monitoring and other requirements. Borrowers must acknowledge their compliance obligations at loan inception.
- 12) **General Regional Fund Program Management.** In addition to all of the responsibilities above, the Subrecipient shall be responsible for (a) maintaining separate accounting for the various types of capital, (b) reporting results of the Regional Fund program quarterly to the UGLG with a copy provided to the MSF or its designee, (c) obtaining written pre-funding consent from the MSF or its designee prior to any loan closing, (d) managing the administrative and oversight costs, including potential costs associated with third party contract service providers, and (e) obtaining written consent from the MSF or its designee prior to any disbursement.
- 13) **Adoption of Credit Policies.** The Subrecipient shall maintain at all times Lending Policies, Collection Policies, Compliance Policies, and Financial Accounting Policies consistent with the GAM which are customary to lending institutions and germane to their activities.
- 14) **CDBG Project Closure.** The Subrecipient shall complete the Project Closeout Report and submit all required attachments and documentation requested for review by MSF Staff. The process for closing out CDBG Revolving Loan Fund Projects is promulgated in the GAM and is regularly updated.

Repayments received on projects which are considered by the MSF as both Closed and Succeeded are no longer subject to Program Income restrictions and are instead subject to a certain Repaid Funds Agreement which shall be executed concurrently by the Subrecipient.

B. UGLG Responsibilities

- 1) The UGLG shall sub-grant to the Subrecipient its uncommitted Local RLF funds and certain new CDBG funds received from the MSF pursuant to the terms and conditions of this Agreement (the “Subgranted Funds”). The UGLG shall continue to retain responsibility related to its Local RLF and for its sub-granted CDBG funds, program income and existing loans and grants, and shall be required to

participate in the resolution of any problems that may develop in the course of a project's implementation. Specifically, as it pertains to all transactions subject to this Agreement, the UGLG shall:

- a) Collaborate with Subrecipient to complete or assist with UGLG specific compliance items and oversee Subrecipient compliance with additional statutory and program requirements, including but not limited to:
    - National Objectives
    - Citizen Participation
    - Property Management
    - Financial Management
    - Environmental Review
    - Fair Housing
    - Equal Opportunity
    - Labor Standards
    - Acquisition and Relocation
    - Procurement and Contract Management
  - b) Oversee Local/Regional RLF budget and project amendments
  - c) Oversee field review and audits of project activities and overall project progress
  - d) Review final close-out reports prepared by Subrecipient prior to submission to the MSF
  - e) Oversee and monitor third-party contracts related to projects that utilize its program income
  - f) Review quarterly reporting prepared by the Subrecipient
  - g) Attend on-site project monitoring with the MSF and Subrecipient
  - h) Attend on-site monitoring of Subrecipient with MSF, as requested
  - i) Complete annual Subrecipient performance report and submit to MSF
- 2) A copy of all files and records as required to be kept by an UGLG or as provided in the GAM must be kept at the UGLG office and must be available to the public during regular business hours, except documents deemed confidential and exempt from disclosure pursuant to MCL 15.243. Documents to be made available include copies of approved written policies related to the statutory and program requirements listed above. Required documentation and record keeping is discussed in greater detail in Section VIII.B, below.
- 3) **Required actions:** contemporaneous with the signing of this Agreement, the UGLG shall submit to the MSF the information below as provided in the attached **Exhibit A** and **Exhibit B:**
- a) Appointment of signatory/representative to Regional Fund Loan Approval Committee
  - b) Acceptance of current GAM
  - c) Statement of Assurances

## II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the Effective Date set forth in the first paragraph of this Agreement and end on **June 30, 2021**. The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. Extensions must be approved by the UGLG and the MSF.

The MSF reserves the right and the UGLG and Subrecipient agree that the MSF for either cause or convenience may suspend and/or terminate any and all Regional Fund activities and direct the Subrecipient as to the further use and purpose of Regional Fund assets. If the suspension/termination is for convenience, the UGLG and Subrecipient shall be provided sixty (60) days' written notice of the termination and the specific rationale for the action.

## III. TRANSFER OF CURRENT AND FUTURE PROGRAM INCOME

The UGLG hereby agrees to provide, and the Subrecipient agrees to accept, and the MSF hereby consents commensurate with its Resolutions 2013-054 and 2013-078 to the subgrant of all currently outstanding program income and any future program income received by the UGLG to the Subrecipient. Upon the execution of this Agreement, program income will be subgranted within fifteen (15) business days to the account of the Subrecipient. Any additional program income received shall be subgranted no less frequently than quarterly on the first business day of the first month of the quarter by electronic transfer or other form acceptable to the parties.

## IV. REIMBURSEMENT OF ADMINISTRATIVE EXPENSES OF UGLG

### A. Reimbursement of Administrative Expenses for Existing Business

Program Income received by a Local RLF which is then sub-granted to a Regional Fund under this Agreement may be reduced by a percentage, which is described in the GAM, which may be used for the reimbursement of reasonable and allowable administrative expenses associated with existing business of the Local RLF. Excess and unused funds may then be sub-granted in whole to the Regional Fund.

### B. Reimbursement of Administrative Expenses for New Business

Upon the initial transfer of Program Income from the UGLG to the Regional Fund, a percentage described in the GAM of the transferred amount may be set aside and made available to the Regional Fund for the reimbursement of reasonable and allowable administrative expenses associated with new business undertaken by the Regional Fund.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 570.489(d).

## V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the

individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

**UGLG**

Grand Traverse County  
Nate Alger  
County Administrator  
400 Boardman Ave.  
Traverse City, MI 49684

**SUBRECIPIENT**

Venture North Funding & Development  
Laura Galbraith  
Executive Director  
202 E. Grandview Parkway  
Traverse City, MI 49684

With a copy to:

Michigan Strategic Fund  
Attn: Fund Manager  
300 N. Washington Square  
Lansing, MI 48913

**VI. SPECIAL CONDITIONS**

**A. Eligible Use of Regional Fund Assets or Subgranted Funds**

- 1) Subgranted Funds may be deployed for projects that meet the charter and bylaws of the Regional Fund organization and provide funding for eligible businesses and projects that provide employment opportunities to primarily low and moderate income individuals who live in the State of Michigan or may, as a result of the use of funds, receive new employment or remain employed within the State of Michigan as further set forth in the GAM.

Projects shall comply with the GAM. Activities shall also adhere to all CDBG requirements including those imposed by HUD, the MSF, and any other state or federal legal requirements.

- 2) The Regional Fund may provide loans, loan guarantees, collateral enhancements, purchase loan participations, and deploy funds in any other manner not specifically prohibited herein, in the HCDA, or in federal and state statutes, regulations, rules and policies, but which meet the spirit of the mission of the Regional Fund, namely the support and capitalization of businesses which offer employment opportunities within the Regional Fund's region. It is contemplated Subgranted Funds will be used to mitigate or participate in credit risk.
- 3) The MSF reserves the right to approve, on behalf of the Regional Fund, any transaction that meets the requirements of the CDBG program, HUD and any and all state and federal laws, rules, regulations and policies, but which are not otherwise prohibited by this Agreement or the GAM.

- 4) The RFM shall operate the Regional Fund in a way that is consistent with the UGLG's community development plan.
- 5) The RFM shall operate the Regional Fund in a way that is consistent with the Statement of Assurances attached as **Exhibit B**.

B. Prohibitions

- 1) Regional Fund assets may not be used in speculation, but must be tied to specific projects meeting national objectives.
- 2) Regional Funds may not provide assistance to professional sports teams.
- 3) Regional Funds may not provide assistance with assets to privately-owned recreational facilities that serve a predominately higher-income clientele, where the recreational benefit to users or members clearly outweighs the employment or other benefits to low-and moderate-income persons.
- 4) Regional Funds may not provide assistance to a borrower or project while that business or any other business owned by the same person(s) or entity (ies) is the subject of unresolved findings of non-compliance related to previous CDBG assistance.
- 5) Regional Fund assets may not be used for the acquisition, construction, or reconstruction of buildings for the general conduct of government as that term is defined in 42 U.S.C. §5302(a) (21).
- 6) Regional Fund assets may not be used for political activities of any kind.
- 7) Regional Fund assets may not be used to pay for obligations which are general fund obligations of a local unit of government.
- 8) Regional Fund assets may not be used to pay for the general promotion of the community as a whole.
- 9) Regional Fund assets may not be used for income payments.
- 10) Regional Fund assets may not be used to assist directly in the relocation of any industrial or commercial plant, facility, or operation from one area to another area, if the relocation is likely to result in a significant loss of employment in the labor market area from which the relocation occurs, as provided in 42 U.S.C. §5305(h).
- 11) Any other activity described in 24 CFR 570.207.

C. Grant Application Manual or Guide ("GAM")

All funds and projects shall be administered in compliance with all applicable Federal, state, and local laws, statutes, rules and regulations, and the GAM, as may be amended and updated from time to time, governing these funds and the CDBG program, and in a manner satisfactory to the UGLG and the MSF. The GAM contains additional requirements and policies on such matters, including, but not limited to, passive real estate, interest rates, approval of exceptions, loan terms, guarantees and subordination.

D. Recourse

The MSF may, or be directed by HUD to, recapture either Program Income or Grant Funds should such funds have been used for a project which fails to meet or make sufficient progress toward a National Objective or which experiences a failure of compliance with

federal or state laws, rules, policies, regulations, or guidance issued within the GAM. The Subrecipient agrees that such a recapture will trigger a default in the underlying agreements associated with the project. The Subrecipient agrees to cooperate in order to facilitate the realization of remedies from the underlying project. The Subrecipient further agrees that such a recapture which documents a failure associated with activities managed by the Subrecipient under this Agreement shall become the financial obligation of the Subrecipient to the UGLG and the MSF.

E. Troubled Asset Management Plan

The Subrecipient shall adopt and follow a Troubled Asset Management Plan (“TAMP”) which shall include the use of forbearance agreements and other legal and financial instruments which are normal and customary in the course of such activities for traditional commercial and non-profit lenders. The TAMP shall be satisfactory to the UGLG and the MSF and shall incorporate, at a minimum, such elements and obligations as described in the GAM, Revolving Loan Fund chapter under section titled “Troubled Asset Management” which may be updated from time to time.

F. MSF Identified Fraud and Subrecipient Misconduct

If at any time, and under any condition of discovery, the MSF identifies fraud, negligence, willful misconduct, theft, or any other deliberate act which violates or appears to violate any state or federal law, rule, regulation, policy or process to which the Subrecipient must adhere (collectively “Misconduct”) the MSF shall act to protect the program, its assets, and the Borrowers and communities which it serves by taking any actions deemed necessary including, but not limited to, rescinding the designation as a Regional Fund or RFM, withdrawing and/ or recovering capital and income, redirecting the repayment of loan assets, seizing books, records, documents and accounts of Borrowers and of the Subrecipient and any similar or related material it deems necessary in its sole determination. The MSF may do so with reasonable notice to the Subrecipient.

The MSF, in cooperation with HUD, may evaluate a Corrective Action Plan by a Subrecipient and/or UGLG intended to address a finding of Misconduct as described herein. In evaluating such a plan, the MSF, in cooperation with HUD, shall determine if such proposed Corrective Action Plan is sufficient to remedy the finding and to what extent the Subrecipient or former Subrecipient may be allowed to continue to participate in the program.

**VII. GENERAL CONDITIONS**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants including Subpart I of these regulations, except that (1) the Subrecipient does not assume the recipient’s environmental responsibilities described in 24 CFR 58.4; and (2) the Subrecipient does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local statutes, rules, regulations, and the GAM

governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

A. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The UGLG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

B. Indemnification and Hold Harmless

To the full extent allowed by law, the Subrecipient shall indemnify, defend and hold harmless the UGLG and the MSF, including its board members, participants, committee members, officers, agents and employees (the "Indemnified Persons"), from any damages that either may sustain through the negligence or willful misconduct of the Subrecipient pertaining to its performance of the activities set forth in this Agreement. The Subrecipient shall maintain such insurance as necessary to comply with this provision. The Subrecipient shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of, or as a result of, the Subrecipient's operations; however, the Subrecipient's indemnification obligation shall not be limited to the limits of liability imposed under the Subrecipient's insurance policies. The Subrecipient shall provide and maintain its own general liability and workers' compensation insurance. The insurance shall be written for not less than any limits of liability, if any, required by law for the Subrecipient's obligation to provide indemnification under this Agreement.

C. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage and, as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the UGLG. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.325, Bonding and Insurance.

E. UGLG Recognition

The Subrecipient shall insure recognition of the role of the UGLG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

With the written consent of the MSF, the UGLG or Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the UGLG's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the UGLG or Subrecipient from its obligations under this Agreement.

The UGLG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both UGLG and Subrecipient. Such amendments require the express written consent of the MSF.

The GAM may be revised and amended during the term of this Agreement. Updated versions of the GAM shall be posted and shall be applicable to this Agreement upon their posted effective date.

G. Suspension or Termination

In accordance with 2 CFR 200.338, 339, 341 and 342, the UGLG (with the concurrence of the MSF) may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- 1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- 2) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- 3) Ineffective or improper use of funds provided under this Agreement; or
- 4) Submission by the Subrecipient to the UGLG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339 and 340, this Agreement may also be terminated for convenience by either the UGLG or the Subrecipient, in whole or

in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the UGLG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the UGLG may terminate the award in its entirety. All Subrecipient awards shall contain language providing for their termination in the event the UGLG determines the award will no longer accomplish the purpose for which it was approved and for the assignment of any loans to the UGLG in the event the UGLG suspends or terminates this Agreement as set forth above.

In either event, the Subrecipient shall be provided sixty (60) days' written notice of the suspension or termination and the specific rationale for the action.

#### H. Default, Suspension, and Repayment Provisions

- 1) **Events of Default.** Notwithstanding anything to the contrary, the Subrecipient's ability and authority to manage the Regional Fund shall automatically be suspended, and may be terminated as provided by this Agreement, upon the occurrence, and during the continuance, of an Event of Default or as otherwise specified in this Agreement. The occurrence of any one or more of the following events or conditions shall constitute an Event of Default under this Agreement, unless a written waiver of the Event of Default is signed by the MSF Fund Manager:
  - a) any representation made by the Subrecipient shall prove incorrect at the time that such representation was made in any material respect, including, but not limited to, any information provided to the MSF;
  - b) any material breach by the Subrecipient of an obligation of the Subrecipient under this Agreement, including failure to submit reports when due, or failure to maintain the required documents, which is not cured by the Fund Manager to the satisfaction of the MSF Fund Manager within the Cure Period;
  - c) the Subrecipient is in default, violation, breach, or non-compliance, of any kind or nature under any agreement or requirement, including submission of reports, with the MSF or MEDC, or for any department or agency within the State, including, without limitation, the Department of Licensing and Regulatory Affairs, the Department of Environmental Quality, the Department of Treasury, the MSF, the Michigan Economic Growth Authority (or any successors or assigns to any of the foregoing), which is not cured by the Subrecipient to the satisfaction of the MSF Fund Manager within the Cure Period;
  - d) any voluntary bankruptcy or insolvency proceedings are commenced by the Subrecipient;
  - e) any involuntary bankruptcy or insolvency proceedings are commenced against the Subrecipient, which proceedings are not set aside within 60 calendar days from the date of institution thereof;
  - f) the Subrecipient's failure to comply with any provision of this Agreement;

- g) Misconduct, as defined herein;
- h) failure of the Subrecipient to adequately advertise and market the Regional Fund and/or the failure of the Regional Fund to have sufficient loan or commercial credit activity to comply with the continuing activity definition adopted by the MSF for the CDBG revolving loan funds; and
- i) any dissolution of the Subrecipient.

- 2) **Available Remedies.** Upon the occurrence of any one or more of the Events of Default (after the expiration of any applicable Cure Periods without the required cure), in addition to the automatic suspension of the Subrecipient's ability and authority to manage the Regional Fund, the MSF may terminate this Agreement, and the Subrecipient's ability and authority to manage the Regional Fund, all at the option of the MSF. The suspension or termination the Subrecipient's ability and authority to manage the Regional Fund or of this Agreement are not intended to be the sole and exclusive remedy available to the MSF, and each remedy shall be cumulative, and in addition to every other provision or remedy given herein or now or hereafter existing at law, in equity, by statute or otherwise. The Subrecipient shall also pay all costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred by the MSF in collecting any sums due the MSF under this Agreement, in enforcing any of its rights under this Agreement, or in exercising any remedies available to the MSF.

Cure Period shall mean within thirty (30) business days after written notice by the MSF Fund Manager, or within such longer period of time as determined in writing and at the sole discretion of the MSF Fund Manager.

This Paragraph shall survive the end of the Term of the Agreement for a period of three (3) years.

- 3) **Recourse.** Upon the occurrence of any one or more of the Events of Default (after the expiration of any applicable Cure Periods without the required cure), the MSF may recapture Regional Funds used for a project which does not comply with federal or state laws, rules, policies, regulations, or guidance issued within the GAM ("Recapture"). The Subrecipient agrees that such a recapture will trigger a default in the underlying agreements associated with the project. The Subrecipient agrees to cooperate in order to facilitate the realization of remedies from the underlying project, including, if necessary, the assignment to the MSF of all interest in any Regional Fund agreements and any Regional Funds. The Subrecipient further agrees that in the event of any Recapture under this Agreement, any deficiency in the Regional Funds shall become the financial obligation of the Subrecipient to the MSF.

## VIII. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

- 1) **Accounting Standards.** The Subrecipient agrees to comply with 24 CFR 570.489(d) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- 2) **Cost Principles.** The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E – Cost Principles. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### B. Documentation and Record Keeping

- 1) **Records to be Maintained.** The Subrecipient shall maintain and provide to the UGLG all records required by the Federal regulations specified in 24 CFR 570.490 and GAM Chapter 8 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a) Records providing a full description of each activity undertaken;
  - b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c) Records required to determine the eligibility of activities;
  - d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f) Financial records as required by 24 CFR 570.490; and
  - g) Other records necessary to document compliance with Subpart I of 24 CFR Part 570.
- 2) **Access to Records:** The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the UGLG, MSF or its agent, or other authorized state and Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- 3) **Retention.** Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the UGLG's annual performance and evaluation report to MSF in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above,

if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

- 4) **Client Data.** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to UGLG monitors, or their designees, for review upon request.
- 5) **Disclosure.** The Subrecipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the UGLG's or Subrecipient's responsibilities with respect to services provided under this contract, may be prohibited by applicable Michigan or Federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 6) **Closeouts.** The Subrecipient's obligation to the UGLG shall not end until all closeout requirements of the Agreement are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the UGLG), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
- 7) **Audits and Inspections.** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the UGLG, grantor agency, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 (thirty) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current UGLG policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

- 1) **Program Income.** The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.489(e)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.489(e). By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the UGLG or MSF.
- 2) **Progress Reports.** The Subrecipient shall submit regular Quarterly Progress Reports to the UGLG in the form, content, and frequency as required by the UGLG.

D. Procurement

- 1) **Compliance.** The Subrecipient shall comply with current UGLG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the UGLG upon termination of this Agreement.
- 2) **OMB Standards.** Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200, Subpart F.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.489(j) and (k), as applicable, which include, but are not limited to, the following:

- 1) The Subrecipient shall transfer to the MSF or the UGLG, as directed by the MSF, any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
- 2) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one (1) of the CDBG National Objectives pursuant to 24 CFR 570.483 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in

a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the UGLG an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the UGLG. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

- 3) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the UGLG for the CDBG program; or (b) retained after compensating the UGLG [an amount equal to the current fair market value of the equipment, less the percentage of non-CDBG funds used to acquire the equipment].

#### **IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (“URA”), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable UGLG ordinances, resolutions and policies concerning the displacement of persons from their residences.

#### **X. PERSONNEL & PARTICIPANT CONDITIONS**

##### **A. Civil Rights**

- 1) **Compliance.** The Subrecipient agrees to comply with the Michigan Persons with Disabilities Civil Rights Act, MCL 37.1101 et seq. and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- 2) **Nondiscrimination.** The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws,

regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

- 3) **Land Covenants.** This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.487 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the UGLG and the MSF are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- 4) **Section 504.** The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The UGLG shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

- 1) **Approved Plan.** The Subrecipient agrees that it shall be committed to carry out pursuant to the UGLG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.
- 2) **Women- and Minority-Owned Businesses ("W/MBE").** The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

- 3) **Notifications.** The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) **Equal Employment Opportunity and Affirmative Action ("EEO/AA") Statement.** The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient; state that it is an Equal Opportunity or Affirmative Action employer.
- 5) **Subcontract Provisions.** The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

- 1) **Prohibited Activity.** The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
- 2) **Labor Standards.** The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the UGLG for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the UGLG pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that,

if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3) **Section 3 Clause.**

a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the UGLG, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the UGLG, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all subcontracts executed under this Agreement: "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the community area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the community area in which the CDBG-funded project is located; where feasible, priority should be given

to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the community area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The Subrecipient agrees to send to each labor organization or bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

- 1) **Assignability.** The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the UGLG and the MSF thereto; provided, however, that claims for money due or to become due to the Subrecipient from the UGLG under this contract may be assigned to a bank, trust company, or other financial institution without

such approval. Notice of any such assignment or transfer shall be furnished promptly to the UGLG. All terms and conditions of this Agreement shall apply to any approved assignment related to the Agreement.

2) **Subcontracts**

a) Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the UGLG prior to the execution of such agreement.

b) Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the UGLG along with documentation concerning the selection process.

3) **Hatch Act.** The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way, or to any extent, engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4) **Conflict of Interest.** The Subrecipient agrees to abide by the provisions of 24 CFR 570.489(h) which include (but are not limited to) the following:

a) The Subrecipient shall maintain a written code of standards of conduct that shall govern the performance of its officers,

employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a covered person includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the UGLG, the Subrecipient, or any designated public agency.

5) **Lobbying.** The Subrecipient hereby certifies that:

- a) No Federal appropriated funds have been paid ,or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

- d) **Lobbying Certification:** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 6) **Copyright.** If this contract results in any copyrightable material or inventions, the UGLG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- 7) **Religious Activities.** The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

## **XI. ENVIRONMENTAL CONDITIONS**

### **A. Air and Water**

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- 1) Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- 2) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- 3) Environmental Protection Agency (“EPA”) regulations pursuant to 40 CFR Part 50, as amended.

### **B. Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (“FEMA”) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

### **C. Lead-Based Paint**

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.487(c), and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIV. WAIVER**

The UGLG's (or the MSF's) failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the UGLG (or the MSF) to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**

Except as expressly referenced and incorporated, this Agreement constitutes the entire agreement between the UGLG and the Subrecipient for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals,

whether electronic, oral, or written between the UGLG and the Subrecipient with respect to this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this contract as of the date first written above.

**Grand Traverse County**

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

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

Robert Hentschel, Chairperson

**Venture North Funding & Development**

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

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

Laura Galbriath, Executive Director

**ACKNOWLEDGED AND APPROVED:**

**MICHIGAN STRATEGIC FUND**

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

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

Mark Morante  
MSF Fund Manager



# Venture North

## Funding & Development

Laura Galbraith, Executive Director, Venture North

Powered by TraverseCONNECT 

### WHO WE ARE:



- Originally formed as T.C. Chamber Foundation
- Established as Venture North in 2015.
- A subsidiary of TraverseCONNECT.

Venture North is a Community Development Financial Institute (CDFI) focused on providing business loans to entrepreneurs and small businesses.

Powered by TraverseCONNECT 

## WHAT WE DO:



We provide business loans to clients who:

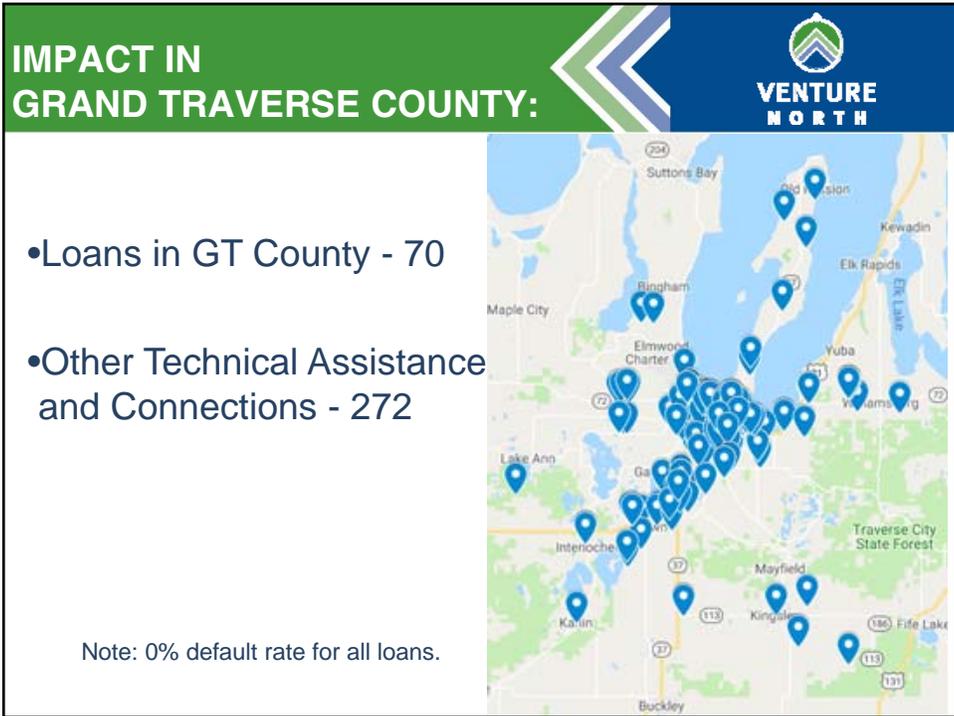
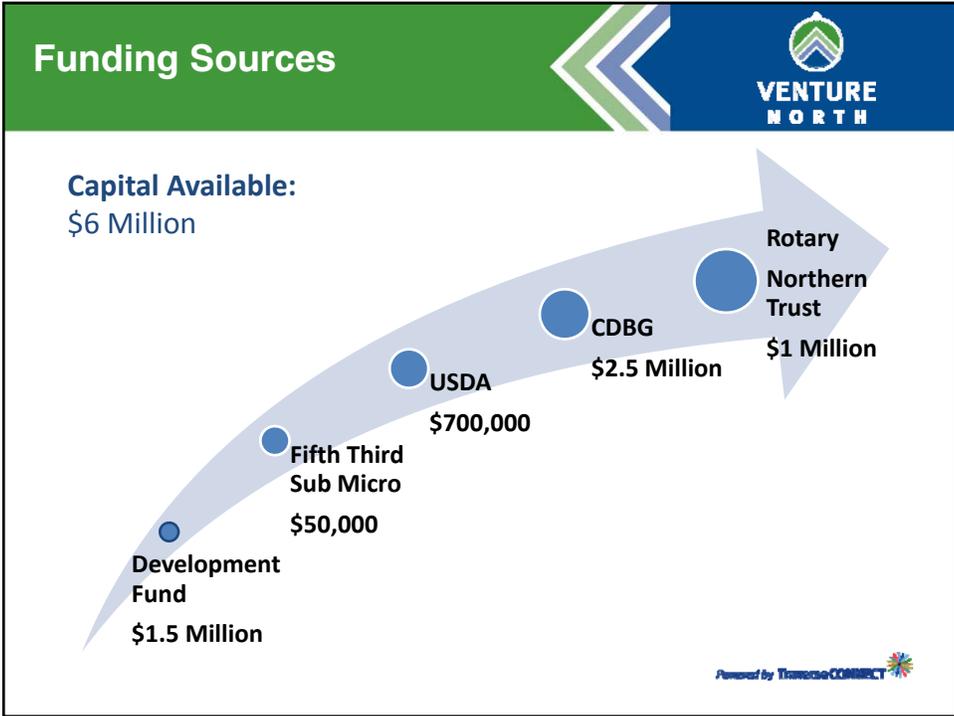
1. do not qualify for traditional funding; or
2. to clients that are investing in their business and creating jobs for low and moderate-income persons (CDBG Loans).

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- We provide a significant amount of technical assistance before and after loan closings.
- Both full-time staff members are Certified CDBG Grant & Loan Administrators.
- Staff has established relationships with a breadth of local, state, and federal partners.
- When a loan is not appropriate, we connect clients to a partner or another resource.

Powered by Tennessee CONNECT 



## CDBG LOAN FUND CLIENTS & IMPACTS:



- Began administering the G.T. CDBG Loan Fund in 2014.
- Participants: Creekside Clinic, Kejara's Bridge, Berg Well Drilling, Food For Thought
- Loan Funds Disbursed: \$1,015,000
- Jobs Committed: 29

Note: 0% default rate for all loans.

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## WHY THE SUBRECIPIENT AGREEMENT IS NECESSARY:



- The Agreement, drafted by the Michigan Economic Development Corporation (MEDC) outlines the roles and responsibilities of the two parties:
    - the UGLG (Unit of General Local Government, aka Grand Traverse County) and
    - the Subrecipient (Venture North)
- in compliance with federal statutes involving Community Development Block Grant funds.

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## HOW THE COUNTY AND VENTURE NORTH COMPLY:



Michigan Economic Development Corporation

**ANNUAL PERFORMANCE REPORT  
FOR REGIONALIZED FUNDS**

Date January 15, 2019  
To Shawne Haddad, MSF  
From Dean Bott, Grand Traverse County

*Pursuant to the Subrecipient Agreement between the Unit of General Local Government (UGLG) and Revolving Loan Fund Administrator (RLFA), the UGLG shall complete an annual performance report and submit to the MSF on January 15<sup>th</sup> of each year.*

The UGLG will comment on the RLFA and its performance for each section below.

Community Name	Grand Traverse County
Report Period	1/1/18 to 12/31/18 DUE January 15, 2019
Section I. A. RLFA RESPONSIBILITIES	COMMENTS
1) <b>Outreach:</b> the RLFA will advertise and market the Regional Fund and conduct other forms of outreach. The RLFA's outreach efforts will be sufficient to generate enough demand to be able to close loans that produce jobs, the majority of which will be for low- and moderate-income persons.	Venture North regularly meets with local lenders, service providers, program partners, business owners and other centers of influence to cultivate lead generation for the CDBG loan program. It also highlights the program through news outlets including local newspapers, various news, and social media.
2) <b>Completion of loan applications; underwriting assessment:</b> the RLFA will assist for-profit businesses and other eligible borrowers in completing loan applications, and will perform an assessment of each loan request for: (a) determine the CDBG eligibility of the loan; (b) evaluate the loan's job creation potential relative to meeting the National Objective and Public Benefit standards; and (c) ascertain that the loan will minimize, to the extent practicable, displacement of existing businesses and jobs in neighborhoods. The RLFA will perform a front-end assessment to determine whether each loan and the financing terms associated with it are appropriate, and as part of this assessment will consider the following: <ul style="list-style-type: none"> <li>• the business' need for financial assistance;</li> <li>• the feasibility of the proposed venture or business activity;</li> <li>• the past business experience of the applicant;</li> <li>• the reasonableness of the proposed costs and return to the applicant;</li> <li>• the commitment of other sources of funds;</li> <li>• and the ratio of the loan amount to the full-time equivalent jobs expected to be created.</li> </ul> Additional underwriting standards and requirements may be found in the GDM.	Venture North staff assists clients in completing the CDBG loan application and all required attachments. Venture North has an underwriting process to complete all of the financial due diligence to assess the business need for financial assistance; the feasibility of the business activity; the past business experience of the applicant; the reasonableness of the proposed costs; the commitment of other sources of funds. The certified grant administrator confirms the ratio of the loan amount to the full time equivalent jobs expected to be created.

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## WHAT'S NEXT FOR THE CDBG LOAN FUNDS?



Venture North is managing a remaining balance of \$596,863 in CDBG Loan Funds for Grand Traverse County.

Once these remaining funds have been disbursed to new loan clients and closed successfully (national objective met by client), the repaid funds can be disbursed throughout the 10 county region.



QUESTIONS?



Laura Galbraith, Executive Director

231-995-7110

[laura@venturenorthfunding.org](mailto:laura@venturenorthfunding.org)

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Michigan Economic Development Corporation

**ANNUAL PERFORMANCE REPORT  
FOR REGIONALIZED FUNDS**

Date January 15, 2019  
To Shawne Haddad, MSF  
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<b>Community Name</b>	Grand Traverse County	
<b>Report Period</b>	1/1/18 to 12/31/18 DUE January 15, 2019	
<b>Section I. A. RLFA RESPONSIBILITIES</b>		<b>COMMENTS</b>
1)	<b>Outreach:</b> the RFLA will advertise and market the Regional Fund and conduct other forms of outreach. The RFLA's outreach efforts will be sufficient to generate enough demand to be able to close loans that produce jobs, the majority of which will be for low- and moderate-income persons.	Venture North regularly meets with local lenders, service providers, program partners, business owners and other centers of influence to cultivate lead generation for the CDBG loan program. It also highlights the program through news outlets including: local newspapers, various enews, and social media.
2)	<b>Completion of loan applications; underwriting assessment:</b> the RFLA will assist for-profit businesses and other eligible borrowers in completing loan applications, and will perform an assessment of each loan request to: (a) determine the CDBG eligibility of the loan, (b) evaluate the loan's job creation potential relative to meeting the National Objective and Public Benefit standards, and (c) ascertain that the loan will minimize, to the extent practicable, displacement of existing businesses and jobs in neighborhoods. The RFLA will perform a front-end assessment to determine whether each loan and the financing terms associated with it are appropriate, and as part of this assessment will consider the following: <ul style="list-style-type: none"> <li>• the business' need for financial assistance;</li> <li>• the feasibility of the proposed venture or business activity;</li> <li>• the past business experience of the applicant;</li> <li>• the reasonableness of the proposed costs and return to the applicant;</li> <li>• the commitment of other sources of funds;</li> <li>• and the ratio of the loan amount to the full-time equivalent jobs expected to be created.</li> </ul> Additional underwriting standards and requirements may be found in the GAM.	Venture North staff assists clients in completing the CDBG loan application and all required attachments. Venture North has an underwriting process to complete all of the financial due diligence to assess the businesses need for financial assistance; the feasibility of the business activity; the past business experience of the applicant; the reasonableness of the proposed costs; the commitment of other sources of funds. The certified grant administrator confirms the ratio of the loan amount to the full time equivalent jobs expected to be created.
3)	<b>Obtain loan collateral:</b> the RFLA will identify and obtain loan collateral, or other appropriate forms of loan security, sufficient to reduce the financial risk associated with each CDBG-funded loan, consistent with the program intent of providing financing in situations where adequate conventional financing is not available and as may be provided in the GAM.	Venture North's certified grant administrator and underwriter determine there is sufficient collateral obtained. This information is disclosed in the loan memorandum prepared by the underwriter.
4)	<b>Loan approval committee:</b> The RFLA shall establish and maintain a Loan Approval	Venture North has an established loan committee that has experienced individuals and representation from the

	Committee for the Regional Fund which will have no fewer than five (5) seats. The composition and experience requirements for the Loan Approval Committee are re-iterated in the GAM. In no case, can a Loan Approval Committee convene to consider a loan request without a representative from the community where the project resides.	county and MEDC.
5)	<b>Incurring costs:</b> the RFLA shall be responsible for making sure that no CDBG or non CDBG project costs have been incurred prior to either execution of the formal loan agreement or completion of the environmental review procedures and written authorization from the CDBG Revolving Loan Fund Program Specialist to incur project related costs.	Venture North's certified grant administrator makes sure that no costs are incurred prior to receiving a formal loan agreement from MEDC.
6)	<b>Loan closing:</b> with the authorization of the Regional Fund program's Loan Approval Committee, the RFLA will execute all necessary documents and disburse funds as necessary to cover the expenses of approved applicants for activities authorized by executed loan agreements. The loan documents executed with applicants will include explicit provisions describing (a) the records that Borrowers must maintain to demonstrate the eligibility of the CDBG expenditures and the satisfaction of the CDBG National Objective, and (b) the conditions and procedures under which late payment penalties, default and/or foreclosure will occur. Prior to any disbursement, each loan must be approved in writing by the MSF or its designee.	Venture North's attorney drafts all loan closing documents. The loan documents describe the conditions and procedures under which late payment penalties, default and/or foreclosure will occur. Loan closings include the approval letter from the Michigan Strategic Fund.
7)	<b>Loan servicing/loan portfolio management:</b> the RFLA will establish and maintain a consistent method for recording monthly payments, with up-to-date ledgers and timely reconciliations (at least quarterly) which is consistent with the GAM and acceptable to the MSF or its designee. The RFLA will also establish a system to monitor the financial health of Borrowers, in order to anticipate repayment problems called a Troubled Asset Management Plan ("TAMP") which is discussed further in this document and within the GAM. The RFLA will apply its policies and procedures regarding late payments, defaults, loan re-negotiation, and foreclosure in a timely and consistent manner.	Venture North tracks loan repayments on a monthly basis. Ledgers are reported to MEDC and the County on a quarterly basis. Venture North meets annually with borrowers and collects annual financial statements to monitor financial health and proactively anticipate challenges and identify opportunities the borrower may have. If challenges are identified, technical assistance is provided by staff, program partners such as the SBDC and/or professional service providers.
8)	<b>Monitoring of job creation:</b> for those projects required to create low to moderate income (LMI) jobs, the RFLA will monitor Borrowers on at least a quarterly basis to assess their progress in creating jobs for low- and moderate-income persons, and will institute default and foreclosure of the loan (subject to any inter-creditor rights and with penalties if appropriate) in instances where the Borrower fails to take sufficient action to satisfy the CDBG National Objective requirement.	Venture North's CDBG grant administrator collects income certification forms from each company for all new employees and reports this information to MEDC and the county on a semi-annual basis.
9)	<b>Management of program income:</b> any program income (as defined at 24 CFR 570.500(a)) generated in connection with the economic development loan program, including loan repayments, late payment penalties, recaptures, or proceeds from foreclosure, will be utilized consistent with applicable CDBG program requirements. The RFLA shall apply this program income toward additional loans under the Regional Fund program through the use of a revolving fund pursuant to 24 CFR 570.500(b).	Venture North tracks program income and expenses generated by the CDBG loan program and reports this information to the County and MEDC on a quarterly basis.
10)	<b>Maintenance of records:</b> in addition to the financial records regarding loan repayment cited in Paragraph A.6 above, the RFLA will maintain sufficient records to fully document (a) the loan	Venture North collects all documentation from application through repayment related to the loan and shares that documentation with the County and MEDC.

	<p>application and underwriting review, including the front end assessment of CDBG eligibility and appropriateness of the loan, (b) the final terms and conditions of the loan, including collateral or other forms of loan security involved, (c) satisfaction of the CDBG National Objective, and Public Benefit requirements consistent with the requirements of 24 CFR 570.208(a)(4) and 570.209, and (d) proper utilization of program income received. All such records will be maintained according to the general requirements of 24 CFR 570.506 and those specified in the section of this Agreement on retention of records.</p>	
11 )	<p><b>Borrower compliance:</b> Recipients of loan proceeds (Borrower(s)) from the Regional Fund must comply with all federal and state laws, statutes, regulations, rules and policies, including, but not limited to, all reporting, monitoring and other requirements. Borrowers must acknowledge their compliance obligations at loan inception.</p>	<p>Venture North ensures that borrowers acknowledge all federal and state compliance obligations associated with the CDBG loan fund.</p>
12 )	<p><b>General Regional Fund program management:</b> in addition to all of the responsibilities above, the RFLA shall be responsible for (a) maintaining separate accounting for the various types of capital, (b) reporting results of the Regional Fund program quarterly to the UGLG with a copy provided to the MSF or its designee, (c) obtaining written pre-funding consent from the MSF or its designee prior to any loan closing, (d) managing the administrative and oversight costs, including potential costs associated with third party contract service providers, and (e) obtaining written consent from the MSF or its designee prior to any disbursement.</p>	<p>Venture North complies with all responsibilities as identified by the Michigan Strategic Fund.</p>
13 )	<p><b>Adoption of credit policies:</b> The RFLA shall maintain at all times Lending Policies, Collection Policies, Compliance Policies, and Financial Accounting Policies consistent with the GAM which are customary to lending institutions and germane to their activities.</p>	<p>Venture North maintains lending, collection, compliance and financial accounting policies consistent with the Grant Administration Manual and customary to lending institutions.</p>
14 )	<p><b>CDBG project closure:</b> The RFLA shall complete the Project Closeout Report and submit all required attachments and documentation requested for review by MSF Staff. The process for closing out CDBG Revolving Loan Fund Projects is promulgated in the GAM and is regularly updated. Repayments received on projects which are considered by the MSF as both "Closed" and "Successful" are no longer subject to Program Income restrictions and are instead subject to a certain "Repaid Funds Agreement" which shall be executed concurrently by the RFLA.</p>	<p>Venture North assists the company and County in completing all necessary close-out activities.</p>
<b>Section I. B. UGLG RESPONSIBILITIES</b>		<b>COMMENTS</b>
1)	<p>The UGLG shall sub-grant to the RFLA its uncommitted Local RLF funds and certain new CDBG funds received from the MSF pursuant to the terms and conditions of this Agreement (the "Subgranted Funds"). The UGLG shall continue to retain responsibility related to its Local RLF and for its sub-granted CDBG funds, program income and existing loans and grants, and shall be required to participate in the resolution of any problems that may develop in the course of a project's implementation. Specifically, as it pertains to all transactions subject to this Agreement, the UGLG shall:</p> <ul style="list-style-type: none"> <li>• Collaborate with RFLA to complete or assist with UGLG specific compliance items and oversee RFLA compliance with additional statutory and program requirements, including but not limited to:</li> </ul>	<p>Grand Traverse County maintains records and reports regularly on its Local RLF funds and collaborates with Venture North to maintain compliance.</p>

	<ul style="list-style-type: none"> <li>○ National Objectives</li> <li>○ Citizen Participation</li> <li>○ Property Management</li> <li>○ Financial Management</li> <li>○ Environmental Review</li> <li>○ Fair Housing</li> <li>○ Equal Opportunity</li> <li>○ Labor Standards</li> <li>○ Acquisition and Relocation</li> <li>○ Procurement and Contract Management</li> </ul> <ul style="list-style-type: none"> <li>• Oversee Local/Regional RLF budget and project amendments</li> <li>• Oversee field review and audits of project activities and overall project progress</li> <li>• Review final close-out reports prepared by RFLA prior to submission to the MSF</li> <li>• Oversee and monitor third-party contracts related to projects that utilize its program income</li> <li>• Review quarterly reporting prepared by the RFLA</li> <li>• Attend on-site project monitoring with the MSF and RFLA</li> <li>• Attend on-site monitoring of RFLA with MSF, as requested</li> <li>• Complete annual RFLA performance report and submit to MSF</li> </ul>	
2)	<p>A copy of all files and records as required to be kept by an UGLG or as provided in the GAM must be kept at the UGLG office and must be available to the public during regular business hours, except documents deemed confidential and exempt from disclosure pursuant to MCL 15.243. Documents to be made available include copies of approved written policies related to the statutory and program requirements listed above. Required documentation and record keeping is discussed in greater detail in Section VIII.B, below.</p>	<p>Loan program documents are on file at the Grand Traverse County building and are available for review.</p>

Additional Comments:

*Dean Bott*

Dean Bott, Finance Director, Grand Traverse County

*1/12/19*

Date



## Action Request

Meeting Date:	March 20, 2019		
Department:	Administration	Submitted By:	Chris Forsyth
Contact E-Mail:	cforsyth@grandtraverse.org	Contact Telephone:	922-4780
Agenda Item Title:	First Addendum to Camp Pugsley Project Development Agreement		
Estimated Time:	<input type="text"/>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

(in minutes)

**Summary of Request:**

In December of 2018, the Board of Commissioners approved the above agreement which provides for the redevelopment of the former Pugsley Correctional Facility. The main developer of the property, North Bay Capital Group ("North Bay") needs an additional 30 days to submit a concept plan to Fife Lake Township, and so the time line found in Section 5.3 of the above agreement needed to be changed. Included with this memorandum is the redline version showing the change to Section 5.3 of the Agreement and a clean copy. I am recommending that the Board of Commissioners approve the addendum.

It is further requested that the County Administrator be authorized to make future minor adjustments to this agreement.

**Suggested Motion:**

Resolved, the Grand Traverse County Board of Commissioners approve the First Addendum to the Camp Pugsley Development Agreement and authorize the Chairperson to execute it on behalf of the Grand Traverse County Board of Commissioners. Be it further resolved to approve the County Administrator to make future minor adjustments to this agreement.

**Financial Information:**

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

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

Reviews:	Signature	Date
Finance Director	<input type="text"/>	<input type="text"/>
Human Resources Director	<input type="text"/>	<input type="text"/>
Civil Counsel	<input type="text"/>	<input type="text"/>

**Administration:**  Recommended  Not Recommended      Date:

Miscellaneous:

**Attachments:**

Attachment Titles:

FIRST ADDENDUM TO CAMP PUGSLEY PROJECT DEVELOPMENT AGREEMENT  
~~BETWEEN NORTH BAY CAPITAL GROUP, LLC AND MICHIGAN LAND BANK FAST  
TRACK AUTHORITY, DATED JANUARY 19, 2019~~

This Addendum to the Development Agreement (“Addendum”) is effective this \_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”) by and ~~between~~ among North Bay Capital Group, LLC, a Michigan limited liability company, with offices at 404 Hughes Drive, Suite A, Traverse City-, MI 49696, the Township of Fife Lake, 134 Morgan Street, P.O. Box 87, Fife Lake, MI 49633, the County of Grand Traverse, 400 Boardman Avenue, Traverse City, MI 49684, and the State of Michigan, by its Michigan Land Bank Fast Track Authority, with offices at ~~300 N. Washington St.~~ 105 W. Allegan Street, Lansing, MI ~~4891348933~~, collectively the (“Parties”). Notwithstanding the provisions of the Development Agreement referenced above, the Parties agree to the following:

Formatted: Font: (Default) Times New Roman

1. The Parties agree to replace ~~paragraph~~ Section 5.3 of the Development Agreement with:

5.3. Within ~~120~~ 150 days of the Effective Date, North Bay shall submit the Conceptual Master Development Plan and preliminary site plan for the Phase One Area and Wellhead Area to the Township for use by the Township. North Bay shall transmit a copy of the Conceptual Master Development ~~Master~~ Plan and preliminary site plan for the Phase One Area and Wellhead Area to the MLB, verified by date and time stamp showing receipt by the Planning Commission, within three (3) days after receipt verification by the Planning Commission.

NORTH BAY CAPITAL GROUP, LLC

MICHIGAN LAND BANK FAST TRACK  
AUTHORITY

\_\_\_\_\_  
Paul Bandrowski  
Authorized Member

\_\_\_\_\_  
By: Josh Burgett  
Its: Director

TOWNSHIP OF FIFE LAKE

COUNTY OF GRAND TRAVERSE

\_\_\_\_\_  
Linda Forwerck, Supervisor

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

\_\_\_\_\_  
Terry Street, Clerk

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

RESOLUTION

**XX-2019**

**Camp Pugsley Project Development Agreement, Addendum #1**

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on March 20, 2019, reviewed the request to approve the Addendum to the Camp Pugsley Project Development Agreement; and,

WHEREAS, The original agreement provides for the redevelopment of the former Pugsley Correctional Facility; and,

WHEREAS, the main developer of the property, North Bay Capital Group needs an additional 30 days to submit a concept plan to Fife Lake Township so the time line needed to be changed in Section 5.3 of the Agreement; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approve the First Addendum to the Camp Pugsley Project Development Agreement, changing the timeline as identified above.

BE IT FURTHER RESOLVED THAT, the Board of Commissioners authorizes the County Administrator to make future minor adjustments to this agreement.

APPROVED: March 20, 2019

**FIRST ADDENDUM TO CAMP PUGSLEY PROJECT DEVELOPMENT AGREEMENT**

This Addendum to the Development Agreement (“Addendum”) is effective this \_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”) by and among North Bay Capital Group, LLC, a Michigan limited liability company, with offices at 404 Hughes Drive, Suite A, Traverse City, MI 49696, the Township of Fife Lake, 134 Morgan Street, P.O. Box 87, Fife Lake, MI 49633, the County of Grand Traverse, 400 Boardman Avenue, Traverse City, MI 49684, and the State of Michigan, by its Michigan Land Bank Fast Track Authority, with offices at 105 W. Allegan Street, Lansing, MI 48933, collectively the (“Parties”). Notwithstanding the provisions of the Development Agreement referenced above, the Parties agree to the following:

- 1. The Parties agree to replace Section 5.3 of the Development Agreement with:

5.3. Within 150 days of the Effective Date, North Bay shall submit the Conceptual Master Development Plan and preliminary site plan for the Phase One Area and Wellhead Area to the Township for use by the Township. North Bay shall transmit a copy of the Conceptual Master Development Plan and preliminary site plan for the Phase One Area and Wellhead Area to the MLB, verified by date and time stamp showing receipt by the Planning Commission, within three (3) days after receipt verification by the Planning Commission.

NORTH BAY CAPITAL GROUP, LLC

MICHIGAN LAND BANK FAST TRACK AUTHORITY

\_\_\_\_\_  
Paul Bandrowski  
Authorized Member

\_\_\_\_\_  
By: Josh Burgett  
Its: Director

TOWNSHIP OF FIFE LAKE

COUNTY OF GRAND TRAVERSE

\_\_\_\_\_  
Linda Forwerck, Supervisor

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

\_\_\_\_\_  
Terry Street, Clerk

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



**GRAND TRAVERSE COUNTY  
FINANCE DEPARTMENT**

400 BOARDMAN AVENUE  
TRAVERSE CITY, MI 49684-2577

FINANCE DIRECTOR (231) 922-4680  
DEPUTY FINANCE DIRECTOR (231) 922-4682  
FAX (231) 922-4636

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DATE: March 14, 2019  
TO: Grand Traverse County Board of Commissioners  
FROM: Dean Bott, Finance Director  
RE: Budget to Actual Revenue and Expenditure Report (Unaudited)

Please find attached the Budget to Actual Revenue and Expenditure Reports for the County's General Fund and other Governmental Funds for the period ending December 31, 2018.

The information reported is actual year to date activity as of December 31, 2018. We have completed the year end closing process and have the audit scheduled to start on April 1. These numbers may change based on the audit.

Please note for the General Fund we are reporting an increase in fund balance of \$2,173,667 for 2018. This is due to the fact that total revenues of \$38,838,995 exceeded total expenditures of \$36,665,328 by \$2,173,667. Also note total revenues were \$578,493 more than budgeted and total expenditures were \$1,595,174 less than budgeted. These two favorable budget variances equal the increase of \$2,173,667. I will provide additional information regarding the General Fund actual to budget performance for 2018 at the meeting.

Please do not hesitate to contact me with any questions or for additional information.

**GRAND TRAVERSE COUNTY  
FISCAL YEAR 2018  
BUDGET TO ACTUAL  
REVENUE REPORT (UNAUDITED)  
FOR THE PERIOD ENDING DECEMBER 31, 2018**

**GENERAL FUND**

<b>REVENUE SOURCE</b>	<b>FY17 AMENDED BUDGET</b>	<b>FY17 ACTIVITY AS OF 12/31/2017</b>	<b>FY18 AMENDED BUDGET</b>	<b>YTD ACTIVITY AS OF 12/31/2018</b>	<b>AVAILABLE BALANCE</b>	<b>% BUDGET USED</b>
Taxes	22,968,526	24,382,630	24,527,075	24,757,148	(230,073)	101%
Licenses and Permits	199,000	219,780	52,587	53,945	(1,358)	103%
Federal Grants	73,200	91,440	205,668	168,135	37,533	82%
State Grants	3,620,069	3,639,231	3,598,589	3,684,189	(85,600)	102%
Local Unit Contributions	1,775,056	1,672,019	1,781,922	1,745,713	36,209	98%
Charges for Services	4,512,104	4,242,998	4,324,639	4,156,198	168,441	96%
Fines and Forfeitures	111,000	97,463	110,100	100,147	9,953	91%
Interest and Rents	687,930	732,658	704,002	901,888	(197,886)	128%
Other Financing Sources	2,621,003	2,704,721	2,241,244	2,556,957	(315,713)	114%
Transfers In	2,883,246	2,851,698	714,676	714,675	1	100%
Use of Surplus	2,904,860	-	-	-	-	0%
<b>TOTAL REVENUES</b>	<b>42,355,994</b>	<b>40,634,638</b>	<b>38,260,502</b>	<b>38,838,995</b>	<b>(578,493)</b>	<b>102%</b>



## Action Request

Meeting Date:	March 20, 2019		
Department:	Administration	Submitted By:	C. Forsyth
Contact E-Mail:	cforsyth@grandtraverse.org	Contact Telephone:	922-4756
Agenda Item Title:	Per Diem Policy Update		
Estimated Time:	10 minutes <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Summary of Request:**

Attached with this Action Request is a revised Per Diem Policy.

The first change is to remove the requirement that requests for per diem must be submitted within 30 days of the meeting for which the requests are related. Instead the policy provides flexibility in that it now reads that commissioners should submit requests within 30 days.

Also, an amendment is added that requires that all per diem requests from a previous year must be submitted no later than January 31st of the following year.

Finance also reviewed the requested changes and updated the policy which included some stylistic and formatting changes.

**Suggested Motion:**

Approve the revised Per Diem Policy as presented.

**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:  
Per Diem Policy showing the changes.

RESOLUTION

**XX-2019**

**Per Diem Policy Update**

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on March 20, 2019, reviewed the request to approve revised Per Diem Policy as presented; and,

WHEREAS, The policy provides flexibility in requesting a change from “must” to “should” regarding requiring the submission of request within 30 days; and,

WHEREAS, Also, at the end of a calendar year, all per diem requests from a previous year must be submitted no later than January 31<sup>st</sup> of the following year; and,

WHEREAS, While reviewing the entire policy, additional stylistic and formatting changes were also made.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approved the revised Per Diem Policy as presented hereto and hereby becoming a part of this resolution.

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: March 20, 2019

**POLICY FOR PER DIEM  
[IN ACCORDANCE WITH MCL 45.411 AND MCL 46.415]**

**(Amended and Approved \_\_\_\_\_)**

Members of the County Board of Commissioners and members of all committees, boards, commissions or authorities appointed by the Board of Commissioners, and County employees shall be compensated for their attendance at meetings in accordance with the following policy:

**1. County Commissioners**

- a. County Commissioners are eligible for per diem for special county board meetings, committee meetings, and authority or commission meetings of which they are a member or to which they have been assigned by the Board. Per diem is not allowed for attending monthly board meetings or for any event of a ceremonial nature e.g. ribbon cuttings, grand openings, meetings with constituents or similar events. The Board defers the judgment of per diem qualification to the individual commissioners.
- b. County Commissioners are eligible for per diem for meetings of local units of government (city, village, township, and charter townships) within their district.
- c. County Commissioners are eligible for per diem for meetings, seminars, conferences, and tours of an informational or educational nature which have a direct relationship to County Commission duties.
- d. County Commissioners are also eligible for per diem for other meetings not set forth in the above paragraphs 1 through 3, when per diem is deemed appropriate as determined by the individual County Commissioner who is seeking per diem compensation.
- e. Per diem is set at \$35.00 per meeting. All day conferences will be \$70.00.

## **2. Committee, Board, Commission and Authority Members Other than County**

### **Commissioners**

- a. Members of all boards, commissions, authorities, and committees established by the Board of Commissioners, other than Commissioners, shall be entitled to the approved per diem (*if eligible to receive a per diem as determined by the statutes or by-laws of that board*) in accordance with an approved per diem schedule, and in all cases shall be entitled to mileage to and from any meeting in the amount listed in the County Travel Policy.
- b. For the purposes of this Section, a meeting is limited to any regular or special meeting as defined in the Bylaws or a meeting called by the chairman of the board, commission, authority, special or advisory committee at the regular location of the board, commission, authority, special or advisory committee or any meeting of a committee or subcommittee and any assignment given to a member by the chairman if at a location other than the place where a meeting is customarily held.
- c. Per diem is set at \$35.00 per meeting. All day conferences will be \$70.00.

## **3. Exclusion from Compensation, Employees, Other County Officials**

County officials, other than members of the Board of Commissioners, and County employees who serve on a board, commission, or committee established by the Board of Commissioners are entitled to mileage and necessary expenses for attending meetings of the board, commission, or committee. However, no per diem shall be allowed for such attendance unless required by law or approved by the Board of Commissioners.

## **4. Compensation Procedure**

- a. The following process is established for payment of compensation for boards, commissions, special or advisory committees, including the Board of Commissioners.

- b. The County Board of Commissioners should submit their meeting compensation form to the administrator's office on a monthly basis. The administrator's office shall be responsible for assuring that all necessary paperwork has been completed and is in order. All per diem requests from a previous year must be submitted no later than January 31<sup>st</sup> of the following year.
- c. All county offices that provide support for boards & committees shall submit the meeting compensation form to the Finance Department subject to approval by the Board of Commissioners.

### **5. Application of Policy**

This policy is not intended to affect in any way the regular compensation (wages, health and retirement benefits) of Members of the Board of Commissioners.

### **7. Rescind and Replace All Prior Versions of this Policy**

Upon final approval of this amended policy, all previous versions will be rescinded immediately.

RESOLUTION

**161-2015**

**Eliminate Building Authority Per Diem**

WHEREAS, The Ways & Means Committee met in regular session on November 18, 2015, and reviewed a recommendation to eliminate per diem compensation for members of the Building Authority; and,

WHEREAS, the Building Authority met on November 9, 2015, and passed a motion to eliminate per diem compensation for its members and the County Clerk effective January 1, 2016; and,

WHEREAS, Ways & Means Committee concurs with this recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approves eliminating per diem compensation for the members of the Building Authority and its clerk.

APPROVED: November 24, 2015

**Wheelock & Sons****Welding, Inc.**9954 North Long Lake Road  
Traverse City, MI 49685

Ph. (231) 947 - 6557

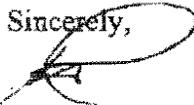
Fx. (231) 947 - 5152

03-13-2019

My fellow Commissioners,

I have been contacted by numerous contractors to bid the guardrails & handrails for the amphitheater expansion @ the Civic Center. As you may be aware we are one of only a few local companies with the ability to custom build this project. I cannot be sure that we will get the job, however I wanted to advise you up front that I have bid the work.

Sincerely,



Addison "Sonny" Wheelock, Jr.  
Wheelock & Sons Welding, Inc.  
President  
Grand Traverse Commissioner, Dist. 4