

1. 8:00 A.M. Packet

Documents:

[SPECIAL BOC PACKET FINAL.PDF](#)
[BACKGROUND ATTACHMENTS FINAL.PDF](#)

2. Resolution

Documents:

[MAY 76.PDF](#)



Grand Traverse County Board of Commissioners Special Meeting

Wednesday, May 22, 2019 @ 8:00 a.m.

Health Services Building, Conference Room
2600 LaFranier Road
Traverse City, MI 49686

A Special Meeting of the Board of the Commissioners has been set for the date, time and location noted above. The purpose of the meeting is identified in the Agenda below.

If you are planning to attend and you have a disability requiring any special assistance at the meeting, please notify the County Clerk immediately at 922-4760.

AGENDA

1. Call to Order (Pledge, Roll Call)
2. 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. Persons may address the Board on matters or issues which are relevant and germane to County government as determined by the Chairperson.

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.

3. Recommendation for Consideration of Applications for Grand Traverse Band 2% Funding:
 - 1) Michigan Indian Legal Services, Inc. - \$10,000
 - 2) GTC/Traverse Bay Children's Advocacy Center - \$30,000
 - 3) Father Fred Foundation - \$15,000
 - 4) Civil Air Patrol - \$30,000
 - 5) BDAI - \$59,840
 - 6) Conflict Resolution Services - \$25,000
4. Second Public Comment (Refer to Rules under Public Comment/Input above.)
5. Adjournment

R E S O L U T I O N

XX-2018

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

WHEREAS, The Grand Traverse County Board of Commissioners met in special session on May 22, 2019, and reviewed applications for Tribal Council Allocation of 2% Funds, and,

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

Michigan Indian Legal Services, Inc. - \$10,000.00
GTC/Traverse Bay Children's Advocacy Center - \$30,000.00
Father Fred Foundation - \$15,000.00
Civil Air Patrol – \$30,000.00
BDAI - \$59,840.000
Conflict Resolution Services – \$25,000

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

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

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

APPROVED: May 22, 2019



Michigan Indian Legal Services, Inc

814 S. Garfield Avenue, Suite A • Traverse City, Michigan 49686-2401
(231) 947-0122 • (877) 968-6877 • FAX (231) 947-3956

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April 29, 2019

VIA HAND DELIVERY

Christine J. Cramer, Administrative Secretary
Grand Traverse County Administration
400 Boardman Avenue
Traverse City, MI 49684

Re: Grand Traverse Band Allocation of 2% Funds application

Dear Ms. Cramer:

Enclosed is the completed GTB Tribal Council Allocation of 2% Funds Application Form and one page budget. Please let me know if you need anything additional to complete the application. Thank you.

Sincerely,

Cameron A. Fraser
Executive Director

Enclosures



**Tribal Council Allocation of 2% Funds
Application Form**

PLEASE NOTE:

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

***ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle: JUNE – New submission date, Postmarked by **MAY 31st**
 DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**
2. Name of Applicant: Michigan Indian Legal Services, Inc.
Address: 814 S. Garfield Ave., Ste. A
Traverse City, MI 49686-2401
Phone #: 231-947-0122 Fax #: 231-947-3956
Printed Name: Cameron A. Fraser
• Authorized Signature: C. A. Fraser
(Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)
Title: Executive Director
E-mail address: cfraser@mils3.org
3. Type of Applicant: Local Government Local Court
 Township County Commissioner Road Commission
 Public School District College Charter School
 Public Library Sheriff/Police Department Fire Department
 501c3 applying through local unit of government (name): Grand Traverse County Board of Commissioners

4. Fiscal Data: Amount Requested: \$ 10,000 Percent: 50 %
 Local Leveraging: \$ 10,000 Percent: 50 %
 (Match)
 Total Budget: \$ 20,000 Percent: 100 %

5. Target Population numbers: 14 Children 7 Adults Elders
 (Indicate the 21 Total GTB member Community Others
 number of GTB members)

6. Counties Impacted: X Antrim X Benzie X Charlevoix
X Grand Traverse X Leelanau X Manistee

7. Brief Description (purpose of funding); include statement of need: Michigan Indian Legal Services, Inc., (MILS) proposes the continuation of its Helping Families in Child Welfare Court project (Project). The Project will provide funds for MILS to provide no-cost legal representation to Grand Traverse Band of Ottawa and Chippewa Indians (GTB) member parents involved in child welfare cases in GTB Tribal Court. While the Court appoints attorneys to represent children in these cases, it does not have funding to appoint attorneys to represent parents. Unlike in the state system, this leaves indigent members unrepresented with no alternative methods to acquire legal counsel. The GTB Tribal Court had 8 child welfare cases filed in 2011, 8 cases in 2012, and 13 cases in 2013. In 2013 alone, MILS represented 10 different parents in GTB child welfare cases (comprised of residents of Leelanau, Grand Traverse, and Antrim Counties) with a total of 482.35 attorney hours spent between the cases. At MILS' 2013 hourly rate of \$103, the value of services was roughly \$50,000. In 2015 MILS entered into 3 GTB Tribal Court child welfare matters; 2 in 2016; 4 in 2017; 5 in 2018; and 1 already in 2019.

The goal of the Project is to provide quality legal assistance to indigent GTB Tribal Members to ensure that parents' rights are upheld, to help parents navigate the complex area of child welfare, and to ultimately reunite families. MILS has a long history of providing free quality representation to indigent parents in tribal courts throughout Michigan, including the Grand Traverse Band. This Project, to be used in combination with and award from the Legal Services Corporation, will ensure that MILS will be able to cover expenses of travel, attorney salaries, and overhead costs so that this representation can continue.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula:** (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

(b) Recommendation from Parent Committee: YES NO

Please have the Parent Committee sign the attached Certification Form.

(c) Describe parent involvement in project: _____

(d) Does the school receive Title VII Indian Education Funds? YES NO

If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start 7/1/2019 Completion 6/30/2020

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

X YES NO. If yes, please list the start and end dates and amount:

1/1/2011 - 12/31/2011 + extension and amounts: \$30,000

1/1/2015 - 12/31/2015 + extension and amounts: \$10,000

3/1/2017 - 2/28/2018 and amounts: \$10,000

8/1/2018 - 2/28/2019 and amounts: \$ 7,000

11. Is the proposed project new _____ or a continuation project X _____?

If this is a continuation project, please explain why there is a need to continue funding:

We have successfully completed the 2018/2019 project and have continued to provide representation to GTB Member parents since that time. For funding reasons, in order to continue to provide these services we are seeking funding for an additional year.

12. If the previous project has been completed, did you submit your 2% report? YES NO.
The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).
An increase in GTB Tribal Member families residing in Grand Traverse County, resulting in an increase in the need for no-cost legal services for those indigent clients seeking representation.

14. How will the success of the project be assessed (evaluation plan)? The Project will be evaluated by the results of client satisfaction surveys submitted to clients at the conclusion of each case.

15. If new staff is required, will preference be given to Native American applicants?
 YES NO

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
 - If for June cycle, postmarked by May 31st.
 - If for December cycle, postmarked by November 30th.

Mail completed 2% applications to:

**Attention: 2% Program
Grand Traverse Band of Ottawa and Chippewa Indians
2605 N.W. Bay Shore Drive
Peshawbestown, MI 49682**

If you have any questions, please call 231-534-7601.

Michigan Indian Legal Services
Helping Families in GTB Child Welfare Court
2019 Budget

Revenue

Grand Traverse Band 2%	\$10,000
Legal Services Corporation	\$10,000
Total Revenue	\$20,000

Expense

Attorney salary	\$11,000
Support staff	\$2,500
Benefits	\$3,200
TOTAL PERSONNEL:	\$16,700
Office space	\$1,400
Audit	\$375
Travel	\$400
Communications	\$220
Supplies	\$230
Litigation expense	\$235
Training	\$40
Law library	\$200
Insurance	\$200
TOTAL NON-PERSONNEL:	\$3,300
TOTAL BUDGET:	\$20,000

**Tribal Council Allocation of 2% Funds
Application Form**

PLEASE NOTE:

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

***ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% GRANTS.**

1. Allocation Cycle: JUNE – New submission date, Postmarked by **MAY 31st**
 DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**
2. Name of Applicant: Grand Traverse County/Traverse Bay Children's Advocacy Center
Address: 400 Boardman Ave, Traverse City, MI 49684
Phone #: 231.922-4780 Fax #: _____
Printed Name: Rob Hentschel
- Authorized Signature: _____
(Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)
Title: Chair Grand Traverse County Commission
E-mail address: rhentschel@grandtraverse.org
3. Type of Applicant: Local Government Local Court
 Township County Commissioner Road Commission
 Public School District College Charter School
 Public Library Sheriff/Police Department Fire Department
 501c3 applying through local unit of government (name): Traverse Bay Children's Advocacy Center

4. Fiscal Data: Amount Requested: \$ 30,000 Percent: 43 %
 Local Leveraging: \$ 40,000 Percent: 57 %
 (Match)
 Total Budget: \$ 70,000 Percent: 100 %

5. Target Population: Children Adults Elders
 (Indicate the number of GTB members) Total GTB member Community Others
 The TBCAC Prevention Program is open to all members of the GTB Community.

6. Counties Impacted: Antrim Benzie Charlevoix
 Grand Traverse Leelanau Manistee

7. Brief Description (purpose of funding); include statement of need:

Preventing child sexual abuse before it happens is the goal of Traverse Bay Children's Advocacy Center (TBCAC) Prevention Education program. Child sexual abuse is truly a wicked problem, rooted in a complex interplay of individual, familial, relational, social, political, cultural and environmental factors. A simple slogan slapped on a bumper sticker isn't going to end it. To create meaningful change, we have to prevent child sexual abuse before it happens.

Statement of Need: TBCAC is a regional response center for the protection and wellbeing of children, collaborating with multidisciplinary professionals to investigate crimes against children. The Federal Justice Department reports that by age 18 one in four girls and one in six boys will be sexually abused, which by definition includes pornography. Fifty-three percent of child sexual abuse referrals to TBCAC are 8 years old and younger. Most victims are 4 years old and it is believed that over 60% of sexual abuse cases are not disclosed.

In response, TBCAC is mobilizing community members to prevent child sexual abuse while continuing to provide investigative intervention and therapeutic treatment for over 300 children and their families each year free of charge. TBCAC utilizes compelling evidence generated nationally to provide a systems-change model through education and engagement activities that will prevent child sexual abuse. This model, called a public will campaign, has three interdependent gears – individual behavior, social norms, and policies/laws- that create sustainable change when all engage. Putting one gear in motion builds momentum that gets the others moving.

According to data gathered by Darkness to Light (D2L), a national organization dedicated to prevention education and training, child sexual abuse is on the decline and can be prevented when people learn protective individual behavior. D2L designed an evidence-based program – Stewards of Children – that trains protective individual behavior through a five-step process. TBCAC introduced the Stewards of Children training to the Grand Traverse region in 2011 initially targeting the education, healthcare, and childcare sectors where there are mandates to report abuse, and also faith-based communities, youth serving organizations, and others with the

mission to protect and serve children. Program facilitators are trained by TBCAC and work with the Prevention Coordinator to provide this program at no cost.

TBCAC designed a second training module – Talk, Protect, Report – for more general audiences which focuses on three steps: 1) How to TALK about child sexual abuse, 2) How to PROTECT children from sexual abuse, and 3) How to REPORT suspicious behavior. A website, Facebook page, e-newsletter, and print materials provide information and promote participation in prevention education opportunities.

A third training module – Team Zero – was designed specifically for coaches, young athletes, and parents and piloted at Central High School this past winter. This program focuses on three elements that perpetrators look for in order to inflict child sexual abuse: 1) Access, 2) Authority, and 3) Alone time. The module also includes training in organizational policies and procedures that help to minimize the risk of child sexual abuse in sports programs.

To date, over 7,500 adults and children have engaged in one of the TBCAC's prevention education opportunities. An initial goal set in 2014 was to reach 5% of the area's adult population to begin the cultural shift necessary to bring sexual abuse cases to zero. To ensure that this shift takes place, TBCAC will continue to reach as many adults and youth as possible. Momentum is building. More and more groups are requesting training every day, which is an essential component to keeping the individual behavior gear of the public-will campaign in motion.

This grant application requests funding to underwrite costs for training materials and related outreach resources to support the TBCAC's prevention programs focusing currently on individual behavior change: Stewards of Children, Talk Protect Report, and Team Zero. Expenses include salary and fringe benefits for a full-time Prevention Coordinator, contracted services for communications, stipends for program facilitators, travel, supplies, and print materials. The total annual cost is \$70,000.

The workplan for the TBCAC's ongoing prevention education programs aligns with the goals of the Michigan Children's Trust Fund, of which the TBCAC serves as the Local Prevention Council. The workplan includes the following activities for the period of October 1, 2019 - September 30, 2020:

- 1) Conduct a minimum of 24 trainings with 25 participants in each training of Stewards of Children for professionals who work directly with children
- 2) Conduct a minimum of 24 trainings with 25 participants in each training of Talk-Protect-Report for individuals from all sectors of the community
- 3) Conduct a minimum of 12 trainings with 25 participants in each training of Team Zero for coaches, young athletes, and parents involved in sports programs
- 4) Conduct approximately 5 outreach activities throughout the year reaching a total of 800 participants
- 5) Manage outreach resources including websites, social media, newsletters, and printed materials.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000. Up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

(b) Recommendation from Parent Committee: YES NO

Please have the Parent Committee sign the attached Certification Form.

(c) Describe parent involvement in project: _____

(d) Does the school receive Title VII Indian Education Funds? YES NO

If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start 10/1/2019 Completion 9/30/2020

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

X YES NO. If yes, please list the start and end dates and amount:

2017 - 2017 and amounts: \$5,000

2014 - 2014 and amounts: \$5,000

2013 - 2013 and amounts: \$25,000

11. Is the proposed project new _____ or a continuation project X ?

If this is a continuation project, please explain why there is a need to continue funding:

Protecting children is our shared responsibility. Through education and intervention we can create a community of zero tolerance for child sexual and physical abuse. Until our vision becomes a reality and child abuse is completely eradicated from our communities, the TBCAC will be a necessary and vital agency for protecting our children and their families.

12. If the previous project has been complete, did you submit your 2% report? YES NO.
The 2% report must be submitted one year from the date you received your 2% award. If you report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTP, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).
Gaming does not impact Traverse Bay Children's Advocacy Center other than providing 2% funds.

14. How will the success of the project be assessed (evaluation plan)?

In the short-term we know that mobilizing informed adults and youth who are trained to talk about child sexual abuse will increase the rate of reporting suspicious behavior, which will contribute to its prevention. In 2018, a record-breaking number of children (359) sought TBCAC services, reflecting a five-year trend of steadily increasing numbers of children referred to the Center. Rather than indicating child sexual abuse is getting worse, it is more likely a reflection of children being believed and more adults knowing how to report suspected sexual abuse to the appropriate agencies. To measure change at the individual behavior level, TBCAC relies on post-training surveys that gather data about awareness of child sexual abuse and the knowledge and skills that keep children safe. This data and the other sources mentioned earlier will provide effective evaluation.

Training protective behavior at the individual level is a key gear in the system's approach to eradicating child sexual abuse. The prevention model, beyond individual and group education, is to reshape social norms and demand policy change. TBCAC is a Rotary Charities System Change Accelerator grantee and has a committed partnership with Michigan State University. For the past year, the Center has been working with the National Social Norms Center at MSU to collect data regarding social norms specific to child sexual abuse. Prevent Child Abuse America and other researchers are interested in this data to advance the field of child sexual abuse prevention.

The TBCAC will utilize the data to construct effective messaging that shifts cultural norms within the Grand Traverse region to protect children from sexual abuse. Social norms theorists know that behavior is influenced by perceptions of what is considered acceptable and expected. When enough community members and influencers galvanize around corrected perceptions, people will take new actions transforming fundamental community expectations, and change will be collectively created.

The Grand Traverse Band can play a critical role in scaling up local capacity to make sustainable change as the surge of hands-on and face-to-face efforts can be amplified and connected. Shining a light on the issue, arming people with the tools to prevent it, and making it a community priority will have a positive impact. Articles and editorials in the local papers, support by the general public such as in local businesses community fundraisers,

and other community events are all evidence that the strategic change is underway. By tapping our shared agreement that children deserve to be healthy and protected, we can build public will to shift cultural expectations and influence systemic change.

15. If new staff is required, will preference be given to Native American applicants?

 YES NO New staff is not required.

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 4) Submit by appropriate deadline:
 - If for June cycle, postmarked by May 31st.
 - If for December cycle, postmarked by November 30th.

Mail completed 2% applications to:

Attention: 2% Program
Grand Traverse Band of Ottawa and Chippewa Indians
2605 N.W. Bay Shore Drive
Peshawbestown, MI 49682

If you have any questions, please call 231-534-7601.

Traverse Bay Children's Advocacy Center
2% Grant Application • Budget Narrative

TBCAC – Prevention Education and Outreach

This grant application requests funding to underwrite costs for training materials and related outreach resources to support the TBCAC's prevention programs that focus on individual behavior change:

- **\$38,000 Prevention Coordinator Salary and Fringe:** A full-time employee of the TBCAC, this position coordinates all aspects of the TBCAC's prevention education and outreach.
- **\$10,000 Contracted Services/Communication:** A part-time contracted position, this individual manages all outreach venues including website, Facebook page, e-newsletter, and print materials that provide awareness information and promote participation in prevention education opportunities and community events across the region.
- **\$5,000 Contracted Services/Facilitators:** A team of contracted facilitators who deliver the prevention programs regionally; Facilitators provide services pro bono or receive a stipend per program.
- **\$1,500 Supplies:** Includes materials needed to deliver the prevention programs such as flip charts, post-its, markers, name tags, refreshments, etc.
- **\$10,000 In-Kind Supplies:** Each year, individuals and businesses donate materials, supplies, meeting space, and labor to support TBCAC prevention education and outreach.

2018-19 In-Kind Supplies were donated by Britten Studios, Howard Energy Company, Laser Printer Technologies, Image 360, Copy Central, J & DC Chocolates, Rectangles, Food for Thought, Naturally Nutty Foods, James Evans, Barb Krueger, and Tom Masters.

- **\$1,500 Travel:** Includes mileage for the Prevention Coordinator and Facilitators to travel within the six counties served by the TBCAC to delivery prevention programs and outreach; also includes travel for professional development and training.
- **\$4,000 Print Materials:** Includes program booklets, rack cards, bookmarks, business cards, posters, etc. to promote participation in prevention education opportunities and community events across the region.

TOTAL PROGRAM COST = \$70,000

Project Proposal Budget

	GTB	TBCAC	OTHER	In-Kind	Total
PROJECT INCOME					
Grants	30,000				
Contributions		30,000		10,000	
Program Fees					
Total Income					70,000
	GTB	TBCAC	OTHER	In-Kind	Total
PROJECT EXPENSES					
Salary & Fringe Benefits	12,000	26,000			38,000
Communications	1,000	9,000			10,00
Supplies	11,500				11,500
Travel	1,500				1,500
Print	4,000				4,000
Facilitators		5,000			5,000
Total Expenses					70,000

**Tribal Council Allocation of 2% Funds
Application Form**

PLEASE NOTE:

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

***ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% GRANTS.**

1. Allocation Cycle: JUNE – New submission date, Postmarked by **MAY 31st**
 DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**

2. Name of Applicant: Grand Traverse County
Address: 400 Boardman Ave.
Traverse City, MI 49684
Phone #: (231) 922-4797 Fax #: (231) 922-4636
Printed Name: _____

• Authorized Signature: _____
(Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)

Title: _____
E-mail address: _____

Printed Name of contact person: Deb Haase
Telephone #: (231) 947-2055 Ext. 113 Fax #: (231) 947-1818
E-mail address: dhaase@fatherfred.org

3. Type of Applicant: Local Government Local Court
 Township County Commissioner Road Commission
 Public School District College Charter School
 Public Library Sheriff/Police Department Fire Department
 501c3 applying through local unit of government (name): _____

4. Fiscal Data:	Amount Requested: <u>\$15,000</u>	Percent: <u>16.8%</u>
	Local Leveraging: <u>\$74,000</u>	Percent: <u>83.2%</u>
	Total Budget <u>\$89,000</u>	Percent: <u>100%</u>

5. Target Population Numbers: 293 Children 385 Adults N/A Elders
 Total GTB member Community Others

We are not currently able to identify which applicants for services may be GTB members.

6. Counties Impacted: Antrim Benzie Charlevoix
 Grand Traverse Leelanau Manistee

7: Brief Description (purpose of Funding: include statement of need):

Housing has been identified as a critical need in the greater Grand Traverse County area. A lack of shelter is the ultimate poverty. Safe and affordable housing is critical to many other human needs: housing affects one's physical and mental health, employment, education and is directly linked to the success of our local economy. When an affordable unit is found, The Father Fred Foundation is honored to be able to offer assistance to families to secure or maintain that living situation.

The Father Fred Foundation offers Housing Assistance in 2 forms: Security Deposits and Rental Arrearages. The Foundation is able to offer one-time security deposits to those applicants who can demonstrate that the unit will be affordable going forward. Our guests will complete a self-reporting budget form that will inform decision making.

For rental arrearages, we work with partners that include the 86th district court, St. Vincent de Paul and Salvation Army, MI Department of Health and Human Services and Northwest Michigan Community Action Agency and sometimes local churches. Rental assistance is offered to tenants who have fallen behind due to a short-term problem – typically unexpected medical bills, car repairs, change in employment – who have enough income to pay rent going forward. We work to prevent needless evictions and homelessness. The Father Fred Foundation is the principal resource for this program. The Foundation will then work with St. Vincent de Paul and others to secure additional resources that may be needed to bring the tenant current and avoid an immediate eviction.

Our region is in the midst of a housing crisis. Unprecedented housing demand in Traverse City is driving low-income renters to remote areas where the housing stock is older and heat sources (predominantly propane) are disproportionately expensive. Renters are paying more in rent than in the past, driving farther out of the job center to find housing, and paying more in transportation costs. The Housing Transportation Affordability Index suggests that households should pay no more than 45% of income on housing and transportation. In our community it is estimated that renters pay 55% or more. United Way's most recent ALICE report notes that, conservatively, 43% of family units in our community are at or only slightly above the poverty level! These families, typically with at least one adult working full time, have no savings to call upon in an emergency. In 2018 The Father Fred Foundation was able to offer assistance to over

238 unduplicated families across Leelanau, Grand Traverse, Benzie and Antrim counties with in excess of \$84,000 in assistance.

8: N/A

9: What are the start and completion dates of the proposed project?

Start: January 1, 2019

Completion: December 31, 2019

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

Yes No If yes, please list the start and end dates and amount:

8/2006 – 12/2006	Heating and Other Programs	\$35,000
1/2007 – 6/2007	General Fund	\$30,000
7/2007 – 12/2007	Heating and Utility Assistance	\$25,000
1/2008 - 6/2008	Heating and Utility Assistance	\$50,000
8/2008 – 12/2008	Food/Transportation/Utility Assistance	\$25,000
8/2009 – 12/2009	Food/Transportation/Utility Assistance	\$40,000
2/2010 – 6/2010	Heating and Utility Assistance	\$75,000
7/2010 – 12/2010	Heating and Utility Assistance	\$34,000
2/2011 – 12/2011	Heating and Utility Assistance	\$75,000
2/2012 – 6/2012	Heating and Utility Assistance	\$38,758
2/2013 – 6/2013	Heating and Utility Assistance	\$60,000
2/2014 – 6/2014	Food, Heating and Utility Assistance	\$45,000
9/2014 – 12/2014	Food	\$22,325.18
3/2016 – 12/2016	Food, Utility Assistance and Shelter	\$25,000
Spring 2018	Food	\$7,000
Winter 2018	Utility Assistance	\$10,000

11. Is the proposed project new _____ or a continuation project ?

If this is a continuation project, please explain why there is a need to continue funding:

The call to assist the poor, the hungry and the distressed never ends. Meeting the needs of those in our community who are suffering is a collaborative effort between government and community nonprofits. The Father Fred Foundation is a grassroots charity that assists our neighbors in need with a wide variety of resources such as free food, clothing, furniture and financial aid. We do this without state or federal aid so our program is completely funded by community donations. Each year we must raise the funds necessary to provide our programing. We do not charge fees for any of our services. Our focus is to listen, care, share and passionately support our neighbors with dignity and respect. The Foundation may be limited in its ability to address the larger economic issues facing our community; however, in collaboration with other, we are able to come alongside our neighbors in need as they work towards a long term solution.

12. If the previous project has been completed did you submit your 2% report? Yes No

Project is not yet complete.

13: Impact of Gaming on local program: (e.g., increase in student population resulting from increase in Tribal employment or increase in emergency services to Casino patrons).

We consider the Grand Traverse Band of Ottawa and Chippewa Indians to be a collaborative partner in addressing the needs of our neighbors. The income generated through gaming provides a valuable resource for our community. It is through the collaboration of the Grand Traverse Band of Ottawa and Chippewa Indians and organizations such as The Father Fred Foundation that critical needs can be met, especially for the working poor who may not qualify for government assistance.

14: How will the success of the project be assessed (evaluation plan)?

Our predicted outcomes include:

- increased likelihood tenants will remain in stable housing during short-term crisis,
- increased probability tenants will remain in stable housing during the next six months
- increased awareness of the resources available in the community
- improved outcomes for tenants and families in health, education and employment

To the best of our knowledge, we are one of the few organizations in the multi-county area that is able to offer assistance with back rent as well as security deposits. While DHHS and NMCAA may be able to offer assistance to some; they cannot entertain a request until a court summons has been issued. When a landlord proceeds to that step, additional fees are incurred. The Foundation is able to respond once a Notice To Quit is delivered and before the imposition of additional fees, saving the tenant approximately \$160.

15. If new staff is required, will preference be given to Native American applicants?

No new staff will be required. The program is currently administered primarily by our Client Assistance Administration with back up support from our Chaplain and Executive Director.

The Father Fred Foundation follows an equal opportunity employer policy for all hiring decisions.

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

The Father Fred Foundation

2019 Budget for Shelter

Program Shelter:	Rent	\$68,000
	Security Deposits	\$21,000
	Total	\$69,000

Funds used in the Rent category are used to prevent eviction and homelessness when "but for" a particular incident a unit is affordable and sustainable.

Funds used in the Security Deposit category are used to assist neighbors in securing housing. Clients must meet the affordability guideline (1/3 of net income or 1/2 of net income if utilities are included) before The Foundation will support the request.

Individual donations and other community grant requests will be used. We currently have a grant request pending with United Way specifically for housing needs in Antrim County.

Tribal Council Allocation of 2% Funds Application Form

PLEASE NOTE:

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

***ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% GRANTS.**

1. Allocation Cycle: JUNE – New submission date, Postmarked by **MAY 31st**
 DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**

2. Name of Applicant: Traverse City Cadet Squadron, Civil Air Patrol, USAF Auxiliary

Address: 2218 Birchwood Ct, Traverse City, MI 49686

Phone #: 231-3578-4814 Fax #: _____

Printed Name: Major Josephine L. Hendrix, Northern Michigan 706 Group Commander

• **Authorized Signature:** _____
(Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)

Title: Josephine Lister Hendrix, Major

E-mail address: nppilot@charter.net

Printed Name of contact person: Major Josephine L Hendrix

Telephone #: 231-357-4814 Fax #: _____

E-mail address: nppilot@charter.net

3. Type of Applicant: Local Government Local Court
 Township County Commissioner Road Commission

Public School District College Charter School
 Public Library Sheriff/Police Department Fire Department
 501c3 applying through local unit of government (name): Civil Air Patrol, USAF Auxiliary _____

4. Fiscal Data: Amount Requested: \$ 30,000 _____ Percent: _____ %
Local Leveraging: \$ 15,000 _____ Percent: 50 %
Total Budget: \$ 45,000 _____ Percent: _____ %

5. Target Population: Children Adults Elders
(Indicate the number of GTB members) 0 _____ Total GTB member Community 12+community welcome _____

6. Counties Impacted: Antrim Benzie Charlevoix
 Grand Traverse Leelanau Manistee

7. Brief Description (purpose of funding); include statement of need:
Funds are requested, possibly payable over 2 years, toward the sum of \$180,000 cost for the construction of a small aircraft hangar at Cherry Capital Regional Airport, for the Civil Air Patrol(CAP) Cessna 182 aircraft.
This aircraft is owned by the CAP , the volunteer division of the United States Air Force. The aircraft is currently hangered at Wexford County Airport, Cadillac, MI, because we do not have the required hangar in Traverse City.
Mr. Kevin Klein, manager of the Traverse City Regional Airport, the FAA and Airport Commission, has approved provision of a vacant lot on airport property for the CAP hangar. Arrangements for monthly property dues have been worked out with the airport director and commission, whereby they propose assistance with hangar area ground maintenance and upkeep, provided by the CAP, in lieu of monetary dues. This ground maintenance will be provided by CAP members.
Ongoing costs for utilities, insurance and upkeep costs will be obtained through fundraising and CAP senior member dues. CAP intends to make our hangar a permanent aircraft hangar for the purpose of cadet flight training, search and rescue efforts, Homeland Security efforts and an educational center for the

community. CAP has a vibrant STEM program and this will be a center for STEM learning and training as well as an aircraft hangar. Grand Traverse and surrounding counties will be well supported by many aspects of the Civil Air Patrol.

Thus far in 2019, 75 lives have been saved by CAP efforts across the US and Puerto Rico.

The CAP, the official auxiliary of the United States Air Force, is an all-volunteer organization which was started by Gill Robb Wilson, a World War I aviator and director of aeronautics for the State of New Jersey in 1936, to support national defense in view of the impending war with Germany. General aviation pilots were recruited to protect the Nation's borders, using their own private single engine aircraft, and they were all volunteers. CAP was approved by Commerce, Navy and War departments in November 1941, weeks before the bombing of Pearl Harbor.

President Franklin Roosevelt issued an Executive order on April 29, 1943, transferring CAP from the Office of Civilian Defense to the Department of War. This was done to thwart the submarine attacks and safeguard shipping lanes in the Atlantic Ocean. CAP continues to protect our borders today, but does so without bombs.

Today CAP supports American's communities with Emergency Response, Diverse Aviation and Ground Support, Youth Development (Cadet Programs) and promotion of air, cyber and space power. CAP also has an active drone program.

Emergency Services: CAP conducts search and rescue (SAR) missions across the United States. These missions are funded by the USAF and are coordinated by the Air Force Rescue Coordination Center (NOC), located at Maxwell AFB, AL. CAP pilots and aircraft crews conduct search and rescue efforts for lost persons, missing aircraft and in some cases, missing watercraft. CAP aircrews, aircraft and ground teams (search and rescue teams) respond to natural disasters, primarily by taking thousands of photos and videos for use by local official, FEMA and first responders to assess damage and search for persons.

Aircrews often fly officials to view the disaster areas. Aircrews work with National Incident Command and the Strategic national Stockpile, (the US National repository of antibiotics, vaccines, chemical antidotes, antitoxin, and other medical supplies) when requested for large scale National and Public Health emergencies. Aircrews have flown blood, medications and supplies during National disasters in the US, District of Columbia and Puerto Rico.

CAP supports Homeland Security, border patrol and counterdrug efforts by flying CAP aircraft, often carrying local law enforcement agencies, on drug interdiction missions along the borders and in heavy suspect areas. Border patrol searches also assist in finding illegal trafficking of humans.

Cadet Programs and Aerospace Education and training: CAP's cadet programs help transition young persons into adults who are leaders and successful in life endeavors. The cadet program is open to youth aged 12-20 years of age. These young people develop leadership skills, explore career opportunities in aerospace and cyber security. Cadets become physically fit and embrace lifelong core values through service-learning projects, mentoring, teaching and adventures in flying.

CAP's STEM (Science, Technology, Engineering and Math) program and resource materials are offered to cadets free of charge and to school teachers (AEMs) and students. Traverse City CAP squadron currently has 14 AEMs enrolled for STEM. The programs include robotics, remote controlled aircraft, drones, flight simulators, astronomy, rockets, physics, hydraulic arms, and Raspberry Pi weather stations.

To summarize the project for which funding is requested, we the Traverse City Cadet Squadron of the Civil Air Patrol, USAF Auxiliary, are asking for funding for an aircraft hangar and storage for STEM education materials, tables and chairs, that would be used for classroom purposes.

The total sum requested is \$30,000 for a hangar for the CAP aircraft and storage/classroom in Traverse City, MI.

The Squadron is in the process of requesting donation from a new source, Friends of Civil Air Patrol. A letter will be sent to potential patrons with differing levels of funding donations. The Squadron will also be contacting other local benefactors such as Rotary, Oleson Foundation, Schmuckal and possibly Cowell Foundation to seek funding for building and continued costs. Biederman Foundation has provided us with grants in the past and will provide some funds toward the hangar project.

All of the estimates that we have received will be made available in further documentation.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000. Up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

9. What are the start and completion dates of the proposed project?

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES NO. If yes, please list the start and end dates and amount:

____ - _____ and amounts: _____

____ - _____ and amounts: _____

____ - _____ and amounts: _____

11. Is the proposed project new New or a continuation project _____?

If this is a continuation project, please explain why there is a need to continue funding: CAP may need some continuation funding for maintenance of the building. _____

12. If the previous project has been complete, did you submit your 2% report? YES NO.

The 2% report must be submitted one year from the date you received your 2% award. If you report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTP, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).

Probably an increase in Tribal children in the GT and surrounding counties, more access to STEM programs, and CAP welcomes adult members of all ages and backgrounds!

14. How will the success of the project be assessed (evaluation plan)? CAP will provide an ongoing update of the project once we have the funds to start and will continue to update on a yearly basis. _____

15. If new staff is required, will preference be given to Native American applicants?

YES NO We do not hire, but we welcome any Native American children and adults to join CAP. Children in the Elk Rapids schools are already benefitting from the STEM program provided by CAP.

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 4) Submit by appropriate deadline:
 - If for June cycle, postmarked by May 31st.
 - If for December cycle, postmarked by November 30th.

Mail completed 2% applications to:

Attention: 2% Program
Grand Traverse Band of Ottawa and Chippewa Indians
2605 N.W. Bay Shore Drive
Peshawbestown, MI 49682

If you have any questions, please call 231-534-7601.

8:56 AM

02/26/19

Accrual Basis

Civil Air Patrol - MI Wing
MI-131 Traverse City Unit Cash Report

As of December 31, 2018

Type	Date	Num	Name	Memo	Amount	Balance
1016000 - Cash In Bank					3,255.30	
1016500 - Chase Subordinate Unit Checking					3,255.30	
1016519 - MI-131 Traverse City Cadet					3,255.30	
1016570 - Traverse City-Unrestricted					2,254.56	
Bill Pmt -Check	12/11/2018	7742657385	Brian Green	Leader Meeting Dinner	(59.57)	2,194.99
Total 1016570 - Traverse City-Unrestricted					(59.57)	2,194.99
1016571 - Traverse City-Restricted Trg.					1,000.74	
Total 1016571 - Traverse City-Restricted Trg.					1,000.74	
Total 1016519 - MI-131 Traverse City Cadet					(59.57)	3,195.73
Total 1016500 - Chase Subordinate Unit Checking					(59.57)	3,195.73
Total 1016000 - Cash in Bank					(59.57)	3,195.73
TOTAL					(59.57)	3,195.73

Proposed

Northland

Signature Homes

Date: 3/14/19

Project: Aircraft hangar

Customer: Civil Air Patrol

Scope of work:

Construction of new 46'x46' steel building with 45' bi-fold aircraft door with electric opener and 14' clear opening height. It will include one bathroom and be fully insulated and heated.

This proposal includes all materials and labor needed for completion.

Cost breakdown:

Blueprints and permits	4500
Lot clearing.....	3,000
Steel building.....	110,000
Bi-fold door and opener.....	12,000
Concrete floor.....	10,500
Electrical.....	6,000
Pavement in front of building.....	7,000
Plumbing.....	11,000
Heating.....	7,000
Utility hook-ups.....	9,000
Total	\$180,000

Tribal Council Allocation of 2% Funds Application Form

PLEASE NOTE:

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

***ONLY APPPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle: JUNE – New submission date, Postmarked by **MAY 31st**
 DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**

2. Name of Applicant: Grand Traverse County Board of Commissioners on behalf of BDAI
Address: 400 Boardman Ave. Suite 305 Traverse City, MI 49684

Phone #: 231 922-4722 Fax #:

Printed Name:

• Authorized Signature:
(Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)

Title:
E-mail address:

Printed Name of contact person: Marybeth Novak
Telephone #: 231 038 2869 Fax #:
E-mail address: mnovaktc@gmail.com

3. Type of Applicant: Local Government Local Court
 Township County Commissioner Road Commission
 Public School District College Charter School
 Public Library Sheriff/Police Department Fire Department
 501c3 applying through local unit of government (name): BDAI-Before, During & After Incarceration

4. Fiscal Data: Amount Requested: \$ **\$59,840** Percent: _____ %
 Local Leveraging: \$ _____ Percent: **100** %
 (Match)
 Total Budget: \$ **\$59,840** Percent: **100** %

5. Target Population numbers: _____ Children _____ Adults _____ Elders
 (Indicate the
 number of GTB
 members)
TB Total GTB member Community Others
D

6. Counties Impacted: _____ Antrim _____ Benzie _____ Charlevoix
 _____ Grand Traverse _____ Leelanau _____ Manistee
X

7. Brief Description (purpose of funding); include statement of need:
When Individuals are released from the Grand Traverse County Jail
it is generally very early morning. They are released wearing
whatever clothing they had on when they entered jail regardless of
the season. Many have no safe place to go or transportation to get
there. Our major goal is to provide them with safe, monitored
transitional living so they are supported as they assimilate back into
the community as productive citizens. Conditions for eligibility
include willingness to meet weekly with a designated, trained
mentor who will help them plan and initiate their future, demonstrate
a willingness to follow the rules of their transitional living home, the
willingness to work toward sobriety and/or take any prescribed
medication to manage their mental health. They also need to find
employment or participate in the training or education necessary for
successful employment. The housing facilities we are working with
will take even those convicted of felonies.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

(b) Recommendation from Parent Committee: YES NO

Please have the Parent Committee sign the attached Certification Form.

(c) Describe parent involvement in project: _____

(d) Does the school receive Title VII Indian Education Funds? YES NO

If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start July 2019 Completion July 2020

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES NO. If yes, please list the start and end dates and amount:

_____ - _____ and amounts: _____

_____ - _____ and amounts: _____

_____ - _____ and amounts: _____

11. Is the proposed project new or a continuation project ?

If this is a continuation project, please explain why there is a need to continue funding:

12. If the previous project has been completed, did you submit your 2% report? _____ YES _____ NO.
The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).
The BDAI Transitional Housing Program will fill the void within our region for safe affordable transitional housing for inmates released from the Grand Traverse County Jail. The participants will be carefully selected for the program with the hope that they can become productive, members of the Grand Traverse community. Employment will be increased and the Grand Traverse Band might be able to employ some of the participants.

14. How will the success of the project be assessed (evaluation plan)? _____
BDAI will utilize trained mentors to evaluate the progress of the individuals in the Transitional Housing Program. The mentors and housing participants will meet weekly and record data on sobriety, compliance with house rules, participation in educational programs or employment and complying with local laws. Participants will set goals for reintegration into the community and work towards independent living. (See Attachments A & B)

15. If new staff is required, will preference be given to Native American applicants?
_____ X YES _____ NO

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
 - If for June cycle, postmarked by May 31st.
 - If for December cycle, postmarked by November 30th.

Mail completed 2% applications to:

**Attention: 2% Program
Grand Traverse Band of Ottawa and Chippewa Indians
2605 N.W. Bay Shore Drive
Peshawbestown, MI 49682**

If you have any questions, please call 231-534-7601.

Attachment A 2 percent Tribe Grant

Basic Needs of Inmates When Released from Grand Traverse County Jail

Weather appropriate clothing.

Safe transportation away from the Jail at 2:00 a.m.

Safe place to shower & sleep at 2:00 a.m.

A defined plan on what to do the day after release.

Food

Transitional housing with accountability.

An assigned, trained mentor.

Appropriate employment or job training or education

2 Percent Tribal Grant

Attachment B: Qualifying Criteria for Transitional Housing for Released Inmates

Recommendation by Peer Support jail staff, Release & referral staff, or Chaplains
Homeless

Willing to work weekly with assigned, trained mentor

Willing to follow rules and regulations of transitional housing facility

Signed confidential release of information for mentor to allow communication
between involved professionals

Must be willing to seek appropriate employment

Must remain clean and sober.

Must take prescribed drugs according to prescription orders. (dosage, frequency etc.)

BDAI Transitional Housing Budget

Men Only

Tower Hill
8810 E. Traverse Hwy.
Traverse City, MI 49684

\$600/month/individual x 12 mos. = \$7,200/year
\$7,200 x 2 beds/year = **\$14,400/year**

Project Unity
1689 Park Dr.
Traverse City, MI

\$360/month/individual x 12 = \$4,320/year
\$4,320/year x 2 beds/year = **\$8,640/year**

Women Only

Green Acres/Green Acres Independent Living
127 W. Potter (5.6 miles to Traverse City)
Traverse City, MI 49696

\$600/month/individual x 12 mos. = \$7,200/year

\$7,200/year x 4 beds/year = **\$28,800/year**

8 beds for 1 year = \$51,840

Beds will be available on a rotating basis. As one individual leaves Transitional Living, another will take their place. Our goal is being able to house no less than 20 individuals throughout a year for these costs.

Emergency Expenses:

We anticipate that there are likely to be some emergency expenses which the Transitional Living population may occasionally need, (medicine, for example). Before emergency expenses can be covered, the mentor of the resident will have to present their request to the committee that oversees our grant funding for approval and only if other potential community resources are unable to assist. (ie Food Pantries, Father Fred etc.) We are requesting the amount of \$8,000 to fund the emergency needs. Any funds not used for emergencies as determined by the committee would be added back to funding for future housing.

Grant Request Totals

Housing:	\$51,840
Emergency Fund	\$ 8,000
 Total	 \$59,840

Attachment C
Before During and After Incarceration
Intake Form

Participant's name _____

Released from jail: Date _____ Time _____

Arrived at Transitional Housing Placement: Date _____ Time _____

Gender: M F

Race (self-identified) C Nat. Amer. Afr. Amer. Other _____

Age _____

Veteran: Yes _____ No _____

Previous number of incarcerations **as of today** _____

Is this participant working on recovery? Yes _____ No _____

Substances used:

Is this individual being treated for a mental health condition? Yes _____ No _____
If yes, diagnosis _____

Taking medication? Yes _____ No _____

Name of medication for mental health condition:

Special physical health conditions housing manager/mentor should be aware of:

Personal strengths **identified by participant**:

Previous employment positions:

What does this individual need to accomplish this week (with or without mentor's help)

Agreement to comply with conditions of Program Participation signed by participant and in mentor's file?

Yes _____ No _____

(Attachment D)
TRANSITIONAL LIVING PROGRAM
Agreement to Comply with Conditions of Participation

Names: (please print & include title or position, and initial following your name):

I realize that if I choose to act in a manner other than what is described below I will likely be immediately eliminated from this program and will no longer be housed at a Transition Living Home supported by this program.

1). I am currently homeless.	Yes	No
2). I am willing to work weekly with an assigned mentor.	Yes	No
3). I will follow the rules and regulations of my Transitional Home assignment.	Yes	No
4). Along with my mentor, I will develop a written Plan of Action reflecting my immediate and long-term goals.	Yes	No
5). I am suffering from substance abuse disorder and will diligently work a recovery program identified and agreed upon with my mentor.	Yes	No
6). I will complete a log of all my recovery efforts and have it verified by my recovery program's leader and turn it over to my mentor on a weekly/monthly as we have agreed upon.	Yes	No
7). I will identify realistic goals for obtaining employment. I will work to gain education, training etc. to make this possible.	Yes	No
8). As a mental health patient I will take my prescribed medications according to prescription orders and as required by house rules.	Yes	No

Signature of Participant

Date _____

Signature of Mentor

**Tribal Council Allocation of 2% Funds
Application Form**

PLEASE NOTE:

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

***ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle: XX JUNE – New submission date, Postmarked by **MAY 31st**
_____ DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**
2. Name of Applicant: Conflict Resolution Services, Inc.
Address: 2240 S. Airport Rd. W., Ste. D
Traverse City, MI 49684
Phone #: 231-941-5835 Fax #: _____
Printed Name: _____
- **Authorized Signature:** _____
(Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)
Title: _____
E-mail address: _____

Printed Name of contact person: Rebecca M. Rogan
Telephone #: 231-941-5835 Fax #: _____
E-mail address: ExecDir@CRSmediationTC.org
3. Type of Applicant: _____ Local Government _____ Local Court
_____ Township _____ County Commissioner _____ Road Commission
_____ Public School District _____ College _____ Charter School
_____ Public Library _____ Sheriff/Police Department _____ Fire Department
XX 501c3 applying through local unit of government (name): Grand Traverse County

4. Fiscal Data: Amount Requested: \$ 25,000.00 Percent: 75 %
 Local Leveraging: \$ 9,000.00 Percent: 25 %
 (Match)
 Total Budget: \$ 34,000.00 Percent: 100 %

5. Target Population numbers: 00 Children 45 Adults 15 Elders
 (Indicate the 25 Total GTB member Community 35 Others
 number of GTB members) ****This would represent 20 individuals at each of the three (3) trainings.**

6. Counties Impacted: XX Antrim XX Benzie _____ Charlevoix
XX Grand Traverse XX Leelanau _____ Manistee

7. Brief Description (purpose of funding); include statement of need:
Conflict Resolution Services, Inc. (“CRS”) provides mediation in six (6) counties in northwestern Michigan’s lower peninsula. Of those six (6) counties, four (4) counties – Antrim, Benzie, Grand Traverse, and Leelanau – are in the Grand Traverse Band of Ottawa and Chippewa Indians impacted counties. The Band’s two (2) casinos are in two of CRS’ service areas (Grand Traverse and Leelanau counties). From 01/01/2015 to 12/31/2017, CRS disposed of 763 individual cases. Of those 763 cases, 306 were mediated to agreement, mediated to partial agreement, or conciliated. This represents a resolution rate of 40.10%. According to the *Community Dispute Resolution Program Annual Report 2017* put out by the Michigan State Court Administrative Office – Office of Dispute Resolution, parties who resolved their issues in mediation kept the agreements they made in 84.4% of Civil Division Cases (i.e., general civil claims, landlord/tenant, small claims, etc.), 87.9% of Family Division Cases (i.e., divorce, pre- and post-judgment domestic relations cases, child protection matters, parenting time cases, etc.), and 93.4% of Educational Institution Cases (i.e., restorative practices, truancy reduction, bullying prevention, etc). Clearly, mediation works and the parties, when they are able to work out their own agreements, are more likely to abide by their agreements versus those where a Judge or Magistrate orders the outcome.
Conflict Resolution Services has also been involved in helping our community have difficult conversations surrounding racism, homelessness, the Boardman River Dam project, and other issues of controversy. CRS has helped in supporting and/or providing training on active nonviolence and partnering with like-minded organizations as it relates to nonviolent conflict intervention. CRS has also opened its doors to groups and organizations that need meeting space and whose values and vision aligns with that of CRS and the history of the agency. Specifically, CRS wants to give people in the region a voice in resolving disputes and the tools and resources they need to pursue resolutions whether the outcome is in their favor or not. Always in the back of our mind we hold onto the truth that when individuals with differing positions are given an opportunity to come together in a respectful and non-threatening manner, they are more likely to truly commit to work on their

differences and commit to upholding their agreements than if they go through the often expensive and always contentious legal process where there must be a “winner” and a “loser”.

CRS has had a long and strong relationship with the Grand Traverse Band of Ottawa and Chippewa Indians. This relationship has included providing mediation and conciliation services at reduced or no cost to members of the Band either through court- or self-referred cases; formal and informal training's that have included the 40-hour General Civil Mediator and 48-hour Domestic Relations Mediator training's. Advanced Mediator update training's, and cultural awareness training's; inclusion of Band members and other Indigenous individuals as volunteers and Board members of CRS; volunteering for Grand Traverse Band activities including helping with the Super Hero's for Victims of Crime 5K Fun Run/Walk in 2016 and informational booths at various events. CRS and the Grand Traverse Band Court collaborates to make sure information flows appropriately between the two entities regarding matters ordered by the Court to CRS, and to make sure of mediator appropriateness and cultural awareness when providing assistance to GTB members.

Conflict Resolution Services is requesting funding through the Tribal Council Allocation of 2% Funds in order to do the following in 2019: provide a 40-hour MI SCAO approved General Civil Mediator training; provide a 20-hour Restorative Justice provider training; and have some needed upgrades completed on our current mediation and office space.

Conflict Resolution Services has seen a growth of approximately 2% to 5% in cases each year for the last five (5) years. Practically, this represents an increase of approximately 140 cases since 2013. During the same time frame, CRS has lost many volunteers due to any number of reasons – death, moving out of the area, other interests, changes in availability, and so forth. CRS needs to provide low- or no-cost mediator training's in order to be able to continue to offer the excellent, professional mediation services in the timely manner the community has come to expect. CRS was able to provide a low- or no-cost 48-hour MI SCAO approved Domestic Relations Mediator training in April 2019. If Conflict Resolution Services receives this grant, it would be our goal to offer:

(1) MI SCAO approved 40-hour General Civil Domestic Relations Mediator training in Fall 2019 at a total cost of \$10,000.00 (includes trainer costs, supplies, etc.);

(2) 20-hour Restorative Justice Provider training in late fall/early winter 2019 at a total cost of \$10,000.00 (includes trainer costs, supplies, etc.); and

(3) Complete some needed upgrades and repairs including painting, installation of a window in the Case Manager's area, installation of an overhead projector and screen for mediation, training, and meeting purposes at an approximate cost of \$20,000.00 (includes estimate contractor costs, permits, and supplies)

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9. **NOT APPLICABLE**

(a) **Program formula:** (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

(b) Recommendation from Parent Committee: YES NO

Please have the Parent Committee sign the attached Certification Form.

(c) Describe parent involvement in project: _____

(d) Does the school receive Title VII Indian Education Funds? YES NO

If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start 03/01/2019

Completion 12/31/2019

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES NO

If yes, please list the start and end dates and amount:

_____ - _____ and amounts: _____

_____ - _____ and amounts: _____

_____ - _____ and amounts: _____

11. Is the proposed project new XX or a continuation project _____?

If this is a continuation project, please explain why there is a need to continue funding:

12. If the previous project has been completed, did you submit your 2% report? YES NO

NOT APPLICABLE

The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).

Unfortunately, issues like problem gambling, domestic violence, and an increase in drinking may result due to easy access to gaming and the alcohol served at the casinos. Both of the casinos owned by the Grand Traverse Band are in Conflict Resolution Services service area. Problems resulting from gambling, domestic violence, and increased drinking such as non-payment of bills, divorce, involvement with child protective services, work-related matters, school issues for children whose homes are disrupted due to any of the aforementioned issues are matters that come to Conflict Resolution Services on a regular basis for mediation. There is no doubt some of the individuals CRS works with are likely customers at the area casinos. In addition, some of these individuals would be members of the Grand Traverse Band of Ottawa and Chippewa Indians.

While not a specific question the agency asks during case intake, it is not difficult to extrapolate how many individuals the agency serves that may be effected by gambling or alcohol addictions. In *Statistics of Gambling Addiction 2016* presented by the "North American Foundation for Gambling Addiction Help", it was estimated that approximately 2.6% of the population "has an addiction problem because of gambling." For Conflict Resolution Services, this would represent approximately 45 of our consumers for 1/01/2015 to 12/31/2017. As it relates to alcohol use, the National Institute on Alcohol Abuse and Alcoholism reported that, "According to the 2015 National Survey on Drug Use and Health, 6.2% of this age group [adults, ages 18+] had A[lcohol] U[se] D[isorder]". Again, using the number of CRS consumers for 01/01/2015 to 12/31/2017 (1701), this would represent approximately 106 individuals for whom CRS provided some type of mediation service. In a 2014 study published in the *Journal of Studies on Alcohol and Drugs*, researchers from the University of Michigan "used information from 17,192 participants in the National Epidemiological Survey on Alcohol and Related Conditions to compare the divorce rates of people affected by alcohol use disorder to the divorce rates of people unaffected by serious alcohol-related issues... Overall, the researchers concluded, nearly half (48.3%) of the study participants with a past or present case of alcohol use disorder got divorced at some point in their lives." One could anticipate that from 01/01/2015 to 12/31/2017, Conflict Resolution Services would have provided some

type of mediation service to approximately 406 individuals (total population = 840 individuals) who also may have dealt with, or was dealing with, an alcohol use disorder.

14. How will the success of the project be assessed (evaluation plan)? The success of the Mediator training's will be assessed if, after each of the training's are completed, at least 80% of the individuals complete the training -- defined as completing all of the required training hours, post-training observations and co-mediations -- and commit to volunteering for Conflict Resolution Services for at least three (3) mediations for two (2) years. The success for the needed upgrades and repairs is that the work will all be completed on time and within any parameters set by the building's management company.

15. If new staff is required, will preference be given to Native American applicants?
XX YES** NO
(** New staff will not be required but preference will be given to Native American applicants for training's and for work that does not have to be completed by the building's management company.)

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget. **—PLEASE SEE ATTACHED—**

IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
 - If for June cycle, postmarked by May 31st.
 - If for December cycle, postmarked by November 30th.

Mail completed 2% applications to:

Attention: 2% Program
Grand Traverse Band of Ottawa and Chippewa Indians
2605 N.W. Bay Shore Drive
Peshawbestown, MI 49682

If you have any questions, please call 231-534-7601.

Conflict Resolution Services, Inc.

		Primary Category
Equipment	\$4,800.00	Contract W...
Supplies	\$2,375.00	Equipment
Contract Work	\$6,000.00	Miscellaneo...
Training	\$14,000.00	Supplies
Miscellaneous	\$3,500.00	TOTAL ES...
SUBTOTAL	\$30,675.00	Training (blank)

Primary Category	Secondary Category	Estimated Quantity	Estimated Cost per Unit	Estimated Subtotal	Notes
Equipment	Epson Pro EX920 Wireless Miracast Projector	1	\$800.00	\$800.00	
	Elite Screens 6" L Brackets	1 package	\$100.00	\$100.00	
	Elite Screens VMAX2 Projector Screen	1	\$700.00	\$700.00	
	Gigabyte Aero 15X99RT4K5MP 15" Laptop	1	\$3,200.00	\$3,200.00	
Supplies	5 gallons of Sea Salt Sherwin Williams Paint	1	\$125.00	\$125.00	
	Clear Dry Erase Paint	1	\$250.00	\$250.00	
	Training Supplies (Notebooks, copies, etc.)	1	\$1,000.00	\$1,000.00	
	Window with trim for Reception Area	1	\$1,000.00	\$1,000.00	
Contract Work	Installer for Electronics	1	\$2,000.00	\$2,000.00	
	Installer for Window	1	\$2,000.00	\$2,000.00	
	Painter	1	\$2,000.00	\$2,000.00	
Training	General Civil 40-hour Mediator Trainer	2	\$4,000.00	\$4,000.00	
	Restorative Justice Trainer	1	\$10,000.00	\$10,000.00	
Miscellaneous	Electrical Permit	1	\$500.00	\$500.00	
	Building Permit	1	\$500.00	\$500.00	
	Supplies	1	\$2,500.00	\$2,500.00	

The following background Information for Consideration of 2% Funding is attached:

1993 Tribal Compact

Stipulation for Entry of Consent Judgement (8-18-93)

Consent Judgement (8-20-93)

2% Guidelines

2% Fund historical context from June 2012 (Ways & Means Committee)

Memo regarding Lawful County Expenditures (6-27-12)

Board Minutes of June 27, 2012

Funding Distributed

Funding Received by GTC (past 10 years)



United States Department of the Interior



OFFICE OF THE SECRETARY
Washington, D.C. 20240

NOV 19 1993

LEGAL COUNSEL
DEC 06 1993

Honorable John Engler
Governor of Michigan
State Capitol
P.O. Box 30013
Lansing, Michigan 48909

Dear Governor Engler:

We have reviewed the Compact Between the Grand Traverse Band of Ottawa and Chippewa Indians (Tribe) and the State of Michigan (State) Providing for the Conduct of Tribal Class III Gaming by the Grand Traverse Band of Ottawa and Chippewa Indians, dated August 20, 1993, and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibilities. Therefore, pursuant to my delegated authority and Section 11 of the IGRA, we approve the Compact. The Compact shall take effect when the notice of our approval is published in the FEDERAL REGISTER, pursuant to 25 U.S.C. § 2710(d)(3)(B).

We note that Section 2(B) of the Compact defines "Indian lands" and 2(C) references the concurrence requirement in Section 20 of the IGRA, 25 U.S.C. § 2719. While the language of 2(B) and (C) does not exactly track the language of the IGRA, we have been assured by the Tribe's attorney that the language was intended to follow the requirements of the IGRA. We concur that this language can be interpreted to reflect the requirements of the IGRA without adding or taking away from the responsibilities of the parties.

We also believe that Section 9 is consistent with the IGRA and the Secretary's authorities governing the acquisition of land into trust. Section 9 prohibits tribes from submitting applications for trust land for gaming purposes in the absence of a written agreement among the tribes in the state covering the sharing of gaming revenue. While this provision limits the Tribe's discretion to submit trust applications, we do not believe it places limits on the Secretary's discretion to acquire such land in trust. Furthermore, while it is not clear that one tribe can own such an establishment and distribute revenue to the other tribes, we believe that the IGRA does permit tribal co-ownership of a gaming establishment with a concomitant sharing of the revenue. Thus, this Section does not violate Federal law.

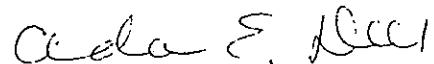
Notwithstanding our approval of the Compact, be advised that Section 11(d)(1) of the IGRA, 25 U.S.C. § 2710(d)(1), requires that gaming cannot be conducted without a tribal gaming ordinance approved by the Chairman of the National Indian Gaming Commission (NIGC). On July 8, 1992, the NIGC published in the FEDERAL REGISTER proposed regulations to govern the approval of Class II and Class III gaming ordinances. The final regulations were published in the FEDERAL REGISTER on January 22, 1993 (58 Fed. Reg. 5802), and became effective on February 22, 1993. Pursuant to the IGRA and the regulations, even previously existing gaming ordinances must be submitted to the NIGC for approval when requested by the Chairman.

In addition, if the Tribe enters into a management contract for the operation and management of the Tribe's gaming facility, the contract must likewise be submitted to, and approved by the Chairman of the NIGC pursuant to Section 11(d)(9) of the IGRA, 25 U.S.C. § 2710(d)(9), and the NIGC's regulations governing management contracts. The Tribe may want to contact the NIGC at (202) 632-7003 for further information on submitting the ordinance and the management contract for approval by the NIGC.

Furthermore, we note that the Compact includes a reference to the sale of alcoholic beverages. The possession or sale of liquor in Indian Country is a violation of Federal criminal laws (18 U.S.C. § 1154) unless it is done in accordance with an ordinance certified by the Secretary and published in the FEDERAL REGISTER (18 U.S.C. § 1161). The Tribe does not have a certified liquor ordinance. Secretarial certification of such an ordinance must be obtained and published prior to the selling of liquor in Indian Country. The Tribe may want to contact the Minneapolis Area Office for assistance and information on the requirements for certification of the ordinance.

We wish the Tribe and the State success in their economic venture.

Sincerely,



Ada E. Deer
Assistant Secretary - Indian Affairs

Enclosures

DEPARTMENT OF THE INTERIOR**Bureau of Indian Affairs****Indian Gaming, Bureau of Indian Affairs, Interior****ACTION: Notice of approved Tribal-State Compacts.**

SUMMARY: Pursuant to 25 U.S.C. § 2710, of the Indian Gaming Regulatory Act of 1988 (Pub. L. 100-497), the Secretary of the Interior shall publish, in the Federal Register, notice of approved Tribal-State Compacts for the purpose of engaging in Class III (casino) gaming on Indian reservations. The Assistant Secretary-Indian Affairs, Department of the

Interior, through her delegated authority, has approved Tribal-State Compacts between the following tribes and states: The Grand Traverse Band of Ottawa and Chippewa Indians and the State of Michigan, executed on 8/20/93; the Hannahville Indian Community and the State of Michigan, executed on 8/20/93; the Bay Mills Indian Community and the State of Michigan, executed on 8/20/93; the Keweenaw Bay Indian Community and the State of Michigan, executed on 8/20/93; the Saginaw Chippewa Indian Tribe of Michigan and the State of Michigan, executed on 8/20/93; the Sault Ste. Marie Tribe of Chippewa Indians and the State of

Michigan, executed on 8/20/93; and the Lec Vieux Desert Band of Lake Superior Chippewa Indians and the State of Michigan, executed on 8/20/93.

DATES: This action is effective November 30, 1993.

FOR FURTHER INFORMATION CONTACT:
Hilda Manuel, Director, Indian Gaming Management Staff, Bureau of Indian Affairs, Washington, DC 20240, (202) 219-4068.

Dated: November 19, 1993.

Ada E. Deer,

Assistant Secretary—Indian Affairs.

[FPR Doc. 93-29178 Filed 11-29-93; 8:45 am]

BILLING CODE 4310-02-P



The Grand Traverse Band of Ottawa and Chippewa Indians

Route 1, Box 135 Suttons Bay, Michigan 49682 616-271-3538

A COMPACT BETWEEN THE GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS AND THE STATE OF MICHIGAN PROVIDING FOR THE CONDUCT OF TRIBAL CLASS III GAMING BY THE GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS

THIS COMPACT is made and entered into this 20th day of August, 1993, by and between the GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS (hereinafter referred to as "Tribe") and the STATE OF MICHIGAN (hereinafter referred to as "State").

RECITALS

WHEREAS, the State of Michigan is a sovereign State of the United States of America, having been admitted to the Union pursuant to the Act of January 26, ch. 6, 1837, 5 Stat. 144 and is authorized by its constitution to enter into contracts and agreements, including this agreement with the Tribe; and

WHEREAS, the Tribe is a federally recognized Indian Tribe (reorganized under Section 16 of the Indian Reorganization Act of June 18, 1934, 48 Stat. 984; 25 U.S.C. § 476) and its governing body, the Tribal Council, is authorized by the tribal constitution to enter into contracts and agreements of every description, including this agreement with the State; and

WHEREAS, the Congress of the United States has enacted the Indian Gaming Regulatory Act of 1988 (25 U.S.C. § 2701 *et seq.*) (hereinafter "IGRA"), which permits Indian tribes to operate Class III gaming activities on Indian reservations pursuant to a tribal-state compact entered into for that purpose; and

WHEREAS, the Tribe presently operates gaming establishments on Indian lands in the State of Michigan, and by Tribal Council Resolution and Tribal Ordinance has adopted rules and regulations governing the games played and related activities at said establishments; and

WHEREAS, the State presently permits and regulates various types of gaming within the State (but outside Indian lands), including casino style charitable gaming such as craps, roulette, and banking card games, as well as a lottery operating instant scratch games, and "pick number" games, most of which would be Class III games if conducted by the Tribe; and

WHEREAS, the Michigan Supreme Court in Automatic Music & Vending Corp. v. Liquor Control Comm., 426 Mich. 452, 396 N.W. 2d 204 (1986), appeal dismissed, 481 U.S. 1009 (1987), and the Michigan Court of Appeals in Primates Int'l of Michigan v. Michigan, No. 136017, slip op., 1993 WL 99733 (Mich. Ap. Apr. 6, 1993), appeal denied, No. 96368 (Mich. May 25, 1993), have held that the statutory exception found at MCL 750.303(2) allows for the play of electronic gaming devices, which includes computerized or electronic games of chance, albeit subject to specified restrictions regarding the mode of play; and

WHEREAS, said casino style table games and electronic gaming devices are, therefore, permitted "for any purpose by any person, organization or entity," within the meaning of IGRA, 25 U.S.C. § 2710(d)(1)(B); and

WHEREAS, a compact between the Tribe and the State for the conduct of Class III gaming satisfies the prerequisite, imposed by the United States Congress by enactment of IGRA, for the operation of lawful Class III gaming by the Tribe on Indian lands in Michigan; and

WHEREAS, the State and the Tribe, in recognition of the sovereign rights of each party and in a spirit of cooperation in the interests of the citizens of the State and the members of the Tribe, have engaged in good faith negotiations recognizing and respecting the interests of each party and have agreed to this Compact.

NOW, THEREFORE, the Tribe and the State agree as follows:

SECTION 1. Purpose and Objectives.

The purpose and objectives of the Tribe and State in making this Compact are as follows:

- (A) To evidence the good will and cooperative spirit between the State and the Tribe;
- (B) To continue the development of effective working relationships between the State and tribal governments;
- (C) To compact for Class III gaming on Indian lands of the Tribe in Michigan as authorized by IGRA;
- (D) To fulfill the purpose and intent of IGRA by providing for tribal gaming as a means of generating tribal revenues, thereby promoting tribal economic development, tribal self-sufficiency and strong tribal government;

(E) To provide tribal revenues to fund tribal government operations or programs, to provide for the general welfare of the Tribe and its members and for other purposes allowed under IGRA;

(F) To provide for the operation of Class III gaming in which, except as provided in 25 U.S.C. §§ 2710(b)(4) and (d)(2)(A) of IGRA, the Tribe shall have the sole proprietary interest and be the primary beneficiary of the Tribe's gaming enterprise;

(G) To recognize the State's interest in the establishment by the Tribe of rules for the regulation of Class III gaming operated by the Tribe on Indian lands;

(H) To recognize the State's interest in the establishment by the Tribe of rules and procedures for ensuring that Class III gaming is conducted fairly and honestly by the owners, operators, and employees and by the patrons of any Class III gaming enterprise of the Tribe; and

(I) To establish procedures to notify the patrons of the Tribe's Class III gaming establishment(s) that the establishment(s) are not regulated by the State of Michigan and that patrons must look to the tribal government or to the federal government to resolve any issues or disputes with respect to the operations of the establishment(s).

SECTION 2. Definitions.

For purposes of this Compact, the following definitions pertain:

(A) "Class III gaming" means all forms of gaming authorized by this Compact, which are neither Class I nor Class II gaming, as such terms are defined in §§ 2703(6) and (7) of IGRA. Only those Class III games authorized by this Compact may be played by the Tribe.

(B) "Indian lands" means:

- (1) all lands currently within the limits of the Tribe's Reservation;
- (2) any lands contiguous to the boundaries of the reservation of the Indian tribe on October 17, 1988; and
- (3) any lands title to which is either held in trust by the United States for the benefit of the Tribe or individual or held by the Tribe or individual subject to restriction by the United States against alienation and over which the Tribe exercises governmental power.

(C) Notwithstanding subsection 2(B) above, any lands which the Tribe proposes to be taken into trust by the United States for purposes of locating a gaming establishment thereon shall be subject to the Governor's concurrence power, pursuant to 25 U.S.C. § 2719 or any successor provision of law.

(D) "Tribal Chairperson" means the duly elected Chairperson of the Board of Directors or Tribal Council of the Tribe.

SECTION 3. Authorized Class III Games.

(A) The Tribe may lawfully conduct the following Class III games on Indian lands:

- (1) Craps and related dice games;
- (2) Wheel games, including "Big Wheel" and related games;
- (3) Roulette;
- (4) Banking card games that are not otherwise treated as Class II gaming in Michigan pursuant to 25 U.S.C. § 2703(7)(C), and non-banking card games played by any Michigan tribe on or before May 1, 1988;
- (5) Electronic games of chance featuring coin drop and payout as well as printed tabulations, whereby the software of the device predetermines the presence or lack of a winning combination and payout. Electronic games of chance are defined as a microprocessor-controlled electronic device which allows a player to play games of chance, which may be affected by an element of skill, activated by the insertion of a coin or currency, or by the use of a credit, and awards game credits, cash, tokens, or replays, or a written statement of the player's accumulated credits, which written statements are redeemable for cash; and
- (6) Keno.

This Compact shall apply to card games that are considered to be Class II games pursuant to 25 U.S.C. § 2703(7)(C) only if those games are expanded beyond their "nature and scope" as it existed before May 1, 1988, and only to the extent of such expansion. The term "nature and scope" shall be interpreted consistent with IGRA, the legislative history of IGRA, any applicable decisions of the courts of the United States and any applicable regulations of the National Indian Gaming Commission.

Any limitations on the number of games operated or played, their location within Indian lands as defined under this Compact, hours or period of operation, limits on wagers or pot size, or other such limitations shall be determined by duly enacted tribal law or regulation. Any state law restrictions, limitations or regulation of such gaming shall not apply to Class III games conducted by the Tribe pursuant to this Compact.

(B) Additional Class III games may be lawfully conducted by mutual agreement of the Tribe and the State as follows:

- (1) The Tribe shall request additional games by letter from the tribal Chairperson on behalf of the Tribe to the Governor on behalf of the State. The request shall identify the additional proposed gaming activities with specificity and any proposed amendments to the Tribe's regulatory ordinance.
- (2) The State acting through the Governor shall take action on the Tribe's request within ninety (90) days after receipt. The Governor's action shall be based on:
 - (a) Whether the proposed gaming activities are permitted in the State of Michigan for any purpose by any person, organization or entity; and
 - (b) Whether the provisions of this Compact are adequate to fulfill the policies and purposes set forth in the IGRA with respect to such additional games.

SECTION 4. Regulation of Class III Gaming.

(A) The Tribe has enacted a comprehensive gaming regulatory ordinance governing all aspects of the Tribe's gaming enterprise. This Section 4 is intended to supplement, rather than conflict with the provisions of the Tribe's ordinance. To the extent any regulatory requirement of this Compact is more stringent or restrictive than a parallel provision of the Tribe's ordinance, as now or hereafter amended, this Compact shall control.

(B) The regulatory requirements of this Section 4 shall apply to the conduct of all Class III gaming authorized by the Compact. At all times in which it conducts any Class III gaming under this Compact, the Tribe shall maintain, as part of its lawfully enacted ordinances, requirements at least as restrictive as those set forth herein.

(C) The Tribe shall license, operate, and regulate all Class III gaming activities pursuant to this Compact, tribal law, IGRA, and all other applicable federal law. This shall include but not be limited to the licensing of consultants (except legal counsel with a contract approved under 25 U.S.C. §§ 81 and/or 476), primary management officials, and key officials of each Class III gaming activity or operation. Any violation of this Compact, tribal law, IGRA, or other applicable federal law shall be corrected immediately by the Tribe.

(D) The Tribe may not license, hire, or employ as a key employee or primary management official as those terms are defined at 25 CFR 502.14 and 502.19, in connection with Class III gaming, any person who:

- (1) Is under the age of 18; or

- (2) Has been convicted of or entered a plea of guilty or no contest to a gambling-related offense, fraud or misrepresentation; or
- (3) Has been convicted of or entered a plea of guilty or no contest to any offense not specified in subparagraph (2) within the immediately preceding five years; this provision shall not apply if that person has been pardoned by the Governor of the State where the conviction occurred or, if a tribal member, has been determined by the Tribe to be a person who is not likely again to engage in any offensive or criminal course of conduct and the public good does not require that the applicant be denied a license as a key employee or primary management official; or
- (4) Is determined by the Tribe to have participated in organized crime or unlawful gambling or whose prior activities, criminal record, reputation, habits, and/or associations pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods and activities in the conduct of gaming or to the carrying on of the business and financial arrangements incidental to the conduct of gaming.

(E) All management contracts entered into by the Tribe regarding its gaming enterprise operated pursuant to this Compact shall conform to all the requirements of IGRA, including 25 U.S.C. § 2711, and tribal law. If the Tribe enters into a management contract for the operation of any Class III gaming or component thereof, the State shall be given fourteen (14) days prior written notice of such contract.

(F) All accounting records shall be kept on a double entry system of accounting, maintaining detailed, supporting, subsidiary records. The Tribe shall maintain the following records for not less than three (3) years:

- (1) Revenues, expenses, assets, liabilities and equity for each location at which Class III gaming is conducted;
- (2) Daily cash transactions for each Class III game at each location at which gaming is conducted, including but not limited to transactions relating to each gaming table bank, game drop box and gaming room bank;
- (3) All markers, IOUs, returned checks, hold checks or other similar credit instruments;
- (4) Individual and statistical game records (except card games) to reflect statistical drop and statistical win; for electronic, computer, or other technologically assisted games, analytic reports which show the total amount of cash wagered and the total amount of prizes won;

- (5) Contracts, correspondence and other transaction documents relating to all vendors and contractors;
- (6) Records of all tribal gaming enforcement activities;
- (7) Audits prepared by or on behalf of the Tribe; and
- (8) Personnel information on all Class III gaming employees or agents, including rotation sheets, hours worked, employee profiles and background checks.

(G) No person under the age of 18 may participate in any Class III game.

(H) The Tribe shall not conduct any Class III gaming outside of Indian lands.

(I) The rules of each Class III card game shall be posted in a prominent place in each card room and must designate:

- (1) The maximum rake-off percentage, time buy-in or other fee charged;
- (2) The number of raises allowed;
- (3) The monetary limit of each raise;
- (4) The amount of ante; and
- (5) Other rules as may be necessary.

(J) Upon written request by the State, the Tribe will provide information on all consultants (except legal counsel with a contract approved under 25 U.S.C. §§ 81 and/or 476), management personnel, suppliers and employees sufficient to allow the State to conduct its own background investigation as it may deem necessary and to make an independent determination as to suitability of these individuals, consistent with the standards set forth in § 4(D) herein.

(K) The regulatory requirements set forth in this section of this Compact shall be administered and enforced as follows:

- (1) The Tribe shall have responsibility to administer and enforce the regulatory requirements.
- (2) A representative authorized in writing by the Governor of the State shall have the following right to inspect all tribal Class III gaming facilities and all tribal records related to Class III gaming, including those records set forth in § 4(F) herein, subject to the following conditions:

- (a) With respect to public areas, at any time without prior notice;
- (b) With respect to private areas not accessible to the public, at any time during normal business hours, with 12 hours prior written notice; and
- (c) With respect to inspection and copying of all tribal records relating to Class III gaming, with 48 hours prior written notice, not including weekends.

(3) Except as otherwise provided by law or as also allowed by the exceptions defined below, the State agrees to maintain in confidence and never to disclose to any third party any financial information, proprietary ideas, plans, methods, data, development, inventions or other proprietary information regarding the gambling enterprise of the Tribe, games conducted by the Tribe, or the operation thereof which is provided to the State by the Tribe without the prior written approval of a duly authorized representative of the Tribe, provided that the information is marked as confidential information when received by the State. Nothing contained in this § 4(K)(3) shall be construed to prohibit:

- (a) The furnishing of any information to a law enforcement or regulatory agency of the United States government;
- (b) The State from making known the names of persons, firms or corporations conducting Class III gaming activities pursuant to the terms of this Compact, locations at which such activities are conducted or the dates on which such activities are conducted;
- (c) Publishing the terms of this Compact;
- (d) Disclosing information as necessary to audit, investigate, prosecute, or arbitrate violations of this Compact or other applicable laws or to defend suits against the State;
- (e) Complying with any law, subpoena or court order.

(4) The Tribe shall have the right to inspect State records concerning all Class III gaming conducted by the Tribe consistent with Michigan's Freedom of Information Act.

(5) The Tribe shall reimburse the State for the actual costs the State incurs in carrying out any functions authorized by the terms of this Compact, in an amount not to exceed twenty-five thousand dollars (\$25,000.00) per annum. All calculations of amounts due shall be based upon a fiscal year beginning

October 1, and ending September 30, unless the parties select a different fiscal year. Payments due the State shall be made no later than sixty (60) days after the beginning of each fiscal year. Payments due the State during any partial fiscal year this Compact is in effect shall be adjusted to reflect only that portion of the fiscal year. Within sixty (60) days after each fiscal year in which this Compact is in effect, the State shall submit to the Tribe an accounting of actual costs incurred in carrying out any functions authorized by the terms of this Compact. Any amount of said twenty-five thousand dollars (\$25,000.00) not expended by the State on said actual costs shall be returned to the Tribe by the State within sixty (60) days after the fiscal year or treated as a pre-payment of the Tribe's obligation during the subsequent fiscal year.

(6) In the event the State believes that the Tribe is not administering and enforcing the regulatory requirements set forth herein, it may invoke the procedures set forth in Section 7 of this Compact.

(L) The Tribe shall comply with all applicable provisions of the Bank Secrecy Act, P.L. 91-508, October 26, 1970, 31 U.S.C. §§ 5311-5314.

SECTION 5. Employee Benefits.

The Tribe shall provide to any employee who is employed in conjunction with the operation of any gaming establishment at which Class III gaming activities are operated pursuant to this compact, such benefits to which the employee would be entitled by virtue of Michigan Public Act No. 1 of 1936, as amended (being MCL 421.1 *et seq.*), and Michigan Public Act No. 317 of 1969, as amended (being MCL 481.101 *et seq.*) if his or her employment services were provided to an employer engaged in a business enterprise which is subject to, and covered by, the respective Public Acts.

SECTION 6. Providers of Class III Gaming Equipment or Supplies.

(A) No Class III games of chance, gaming equipment or supplies may be purchased, leased or otherwise acquired by the Tribe unless the Class III equipment or supplies meet the technical equipment standards of either the State of Nevada or the State of New Jersey.

(B) Prior to entering into any lease or purchase agreement, the Tribe shall obtain sufficient information and identification from the proposed seller or lessor and all persons holding any direct or indirect financial interest in the lessor or the lease/purchase agreement to permit the Tribe to conduct a background check on those persons. The Tribe shall not enter into any lease or purchase agreement for Class III gaming equipment or supplies with any person or entity if the lessor, seller, or any manager or person holding direct or indirect financial interest in the lessor/seller or the proposed lease/purchase agreement, is determined to have

participated in or have involvement with organized crime or has been convicted of or entered a plea of guilty or no contest to a gambling-related offense, fraud or misrepresentation, or has been convicted of or entered a plea of guilty or no contest to any other felony offense within the immediately preceding five years, unless that person has been pardoned.

(C) The seller, lessor, manufacturer, or distributor shall provide, assemble and install all Class III games of chance, gaming equipment, and supplies in a manner approved and licensed by the Tribe.

SECTION 7. Dispute Resolution.

(A) In the event either party believes that the other party has failed to comply with or has otherwise breached any provision of this Compact, such party may invoke the following procedure:

- (1) The party asserting noncompliance shall serve written notice on the other party. The notice shall identify the specific Compact provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance. The notice shall specifically identify the type of game or games, their location, and the date and time of the alleged noncompliance. Representatives of the State and Tribe shall thereafter meet within thirty (30) days in an effort to resolve the dispute.
- (2) In the event an allegation by the State is not resolved to the satisfaction of the State within ninety (90) days after service of the notice set forth in Section 7(A)(1), the party may serve upon the office of the tribal Chairperson a notice to cease conduct of the particular game(s) or activities alleged by the State to be in noncompliance. Upon receipt of such notice, the Tribe may elect to stop the game(s) or activities specified in the notice or invoke arbitration and continue the game(s) or activities pending the results of arbitration. The Tribe shall act upon one of the foregoing options within thirty (30) days of receipt of notice from the State. Any arbitration under this authority shall be conducted under the Commercial Arbitration rules of the American Arbitration Association except that the arbitrators shall be attorneys who are licensed members of the State Bar of Michigan, or of the bar of another state, in good standing, and will be selected by the State picking one arbitrator, the Tribe a second arbitrator, and the two so chosen shall pick a third arbitrator. If the third arbitrator is not chosen in this manner within ten (10) days after the second arbitrator is picked, the third arbitrator will be chosen in accordance with the rules of the American Arbitration Association. In the event an allegation by the Tribe is not resolved to the satisfaction of the Tribe within ninety (90) days after service of the notice

set forth in Section 7(A)(1), the Tribe may invoke arbitration as specified above.

(3) All parties shall bear their own costs of arbitration and attorney fees.

(B) Nothing in Section 7(A) shall be construed to waive, limit or restrict any remedy which is otherwise available to either party to enforce or resolve disputes concerning the provisions of this Compact. Nothing in this Compact shall be deemed a waiver of the Tribe's sovereign immunity. Nothing in this Compact shall be deemed a waiver of the State's sovereign immunity.

SECTION 8. Notice to Patrons.

In each facility of the Tribe where Class III gaming is conducted the Tribe shall post in a prominent position a Notice to Patrons at least two (2) feet by three (3) feet in dimension with the following language:

NOTICE

THIS FACILITY IS REGULATED BY ONE OR MORE OF THE FOLLOWING: THE NATIONAL INDIAN GAMING COMMISSION, BUREAU OF INDIAN AFFAIRS OF THE U.S. DEPARTMENT OF THE INTERIOR AND THE GOVERNMENT OF THE GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS.

THIS FACILITY IS NOT REGULATED BY THE STATE OF MICHIGAN.

SECTION 9. Off-Reservation Gaming.

An application to take land in trust for gaming purposes pursuant to § 20 of IGRA (25 U.S.C. § 2719) shall not be submitted to the Secretary of the Interior in the absence of a prior written agreement between the Tribe and the State's other federally recognized Indian Tribes that provides for each of the other Tribes to share in the revenue of the off-reservation gaming facility that is the subject of the § 20 application.

SECTION 10. Regulation of the Sale of Alcoholic Beverages.

(A) The Tribe hereby adopts and applies to its tribal Class III gaming establishment as tribal law those State laws, as amended, relating to the sale and regulation of alcoholic beverages encompassing the following areas: sale to a minor; sale to a visibly intoxicated individual; sale of adulterated or misbranded liquor; hours of operation; and similar substantive

provisions. Said tribal laws, which are defined by reference to the substantive areas of State laws referred to above, shall apply to the tribal Class III gaming establishment in the same manner and to the same extent as such laws apply elsewhere in the State to off-reservation transactions.

(B) The Tribe, for resale at its Class III gaming establishment, shall purchase spirits from the Michigan Liquor Control Commission, and beer and wine from distributors licensed by the Michigan Liquor Control Commission, at the same price and on the same basis that such beverages are purchased by Class C licensees.

SECTION 11. Effective Date.

This Compact shall be effective immediately upon:

- (A) Endorsement by the tribal Chairperson after approval by the Tribal Council;
- (B) Endorsement by the Governor of the State and concurrence in that endorsement by resolution of the Michigan Legislature;
- (C) Approval by the Secretary of the Interior of the United States; and
- (D) Publication in the Federal Register.

SECTION 12. Binding Effect, Duration, and Severability.

(A) This Compact shall be binding upon the State and the Tribe for a term of twenty (20) years from the date it becomes effective unless modified or terminated by written agreement of both parties.

(B) At least one year prior to the expiration of twenty (20) years after the Compact becomes effective, and thereafter at least one year prior to the expiration of each subsequent five (5) year period, either party may serve written notice on the other of its right to renegotiate this Compact.

(C) In the event that either party gives written notice to the other of its right to renegotiate this Compact pursuant to subsection (B), the Tribe may, pursuant to the procedures of IGRA, request the State to enter into negotiations for a successor compact governing the conduct of Class III gaming activities. If the parties are unable to conclude a successor compact, this Compact shall remain in full force and effect pending exhaustion of the administrative and judicial remedies set forth in IGRA and/or any other applicable federal law.

(D) The Tribe may operate Class III gaming only while this Compact or any renegotiated compact is in effect.

(E) In the event that any section or provision of this Compact is held invalid by any court of competent jurisdiction, it is the intent of the parties that the remaining sections or provisions of this Compact, and any amendments thereto, shall continue in full force and effect.

SECTION 13. Notice to Parties.

Unless otherwise indicated, all notices, payments, requests, reports, information or demand which any party hereto may desire or may be required to give to the other party hereto, shall be in writing and shall be personally delivered or sent by first-class, certified or registered United States Mail, postage prepaid, return receipt requested, and sent to the other party at its address appearing below or such other address as any party shall hereinafter inform the other party hereto by written notice given as aforesaid:

Notice to the Tribe shall be sent to:

Chairperson
Grand Traverse Band of Ottawa
and Chippewa Indians
2605 N.W. Bay Shore Drive
Suttons Bay, MI 49682

Notice to the State shall be sent to:

Governor's Office State of Michigan P.O. Box 30013 Lansing, MI 48909	Office of Attorney General Treasury Building First Floor Lansing, MI 48922
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Every notice, payment, request, report, information or demand so given shall be deemed effective upon receipt, or if mailed, upon receipt or the expiration of the third day following the day of mailing, whichever occurs first, except that any notice of change of address shall be effective only upon receipt by the party to whom said notice is addressed.

SECTION 14. Entire Agreement.

This Compact is the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter hereof. Neither this Compact nor any provision herein may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the Tribe and the State.

SECTION 15. Filing of Compact with Secretary of State.

Upon the effective date of this Compact, a certified copy shall be filed by the Governor with the Michigan Secretary of State and a copy shall be transmitted to each house of the Michigan State Legislature and the Michigan Attorney General. Any subsequent amendment or modification of this Compact shall be filed with the Michigan Secretary of State.

IN WITNESS WHEREOF, the Tribal Chairperson acting for the Grand Traverse Band of Ottawa and Chippewa Indians and the Governor acting for the State of Michigan have hereunto set their hands and seals.

Dated

Aug 20 - 93

Dated

August 20, 1993

GRAND TRAVERSE BAND OF
OTTAWA AND CHIPPEWA
INDIANS

STATE OF MICHIGAN

By

Joseph C. Raphael
Joseph Raphael, Chairperson

By

John Engler
Governor

APPROVAL BY THE SECRETARY OF THE INTERIOR

The foregoing Compact between the Grand Traverse Band of Ottawa and Chippewa Indians and the State of Michigan is hereby approved this 19th day of November, 1993, pursuant to authority conferred on me by Section 11 of the Indian Gaming Regulatory Act, 102 Stat. 2472. I direct that it be promptly submitted to the Federal Register for publication.

Ada E. Deer

Ada E. Deer
Assistant Secretary - Indian Affairs

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

SAULT STE. MARIE TRIBE OF CHIPPEWA)	
INDIANS; GRAND TRAVERSE BAND OF)	
OTTAWA AND CHIPPEWA INDIANS;)	
KEWEENAW BAY INDIAN COMMUNITY;)	
HANNAHVILLE INDIAN COMMUNITY;)	
BAY MILLS INDIAN COMMUNITY; AND)	
LAC VIEUX DESERT BAND OF LAKE)	
SUPERIOR CHIPPEWA INDIANS,)	Civil No. 1:90 CV 611
)
Plaintiffs,)	Hon. Benjamin F. Gibson
)
v.))
JOHN M. ENGLER, Governor))
of the State of Michigan,))
)
Defendant.))

STIPULATION FOR ENTRY OF CONSENT JUDGMENT

Plaintiffs Sault Ste. Marie Tribe of Chippewa Indians, Grand Traverse Band of Ottawa and Chippewa Indians, Keweenaw Bay Indian Community, Hannahville Indian Community, Bay Mills Indian Community and Lac Vieux Desert Band of Lake Superior Chippewa Indians (hereinafter "the tribes"), by and through their undersigned counsel, intervenor Saginaw Chippewa Tribe of Michigan (hereinafter "the Saginaw Tribe"), by and through its undersigned counsel, and defendant John M. Engler, Governor of the State of Michigan (hereinafter "the Governor"), by and through his undersigned counsel, hereby stipulate and agree as set forth below.

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1. The tribes initiated this litigation pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. §§ 2701-2721, (hereinafter "IGRA"). In their original complaint, filed July 10, 1990, the tribes named the State of Michigan as the sole defendant. Jurisdiction in this Court is based upon 25 U.S.C. § 2710(d)(7)(A)(i), and 28 U.S.C. § 1362.

2. On March 26, 1992, the Court granted the state's motion to dismiss the tribes' complaint on the grounds that the Eleventh Amendment to the U.S. Constitution barred the litigation in federal court,¹ but allowed the tribes to amend the complaint by naming state governmental officials as defendants. Subsequent to the Court's dismissal order, on May 5, 1992, the Court granted the tribes' motion for leave to file its first amended complaint naming the Governor as the sole defendant.

3. On February 9, 1993, the Court granted the tribes' motion confirming jurisdiction in the Court over all matters raised by the first amended complaint, save for the issues subsumed within the appeal to the Sixth Circuit. Subsequent to that Order, the parties filed dispositive cross motions for dismissal and/or summary judgment, together with supporting affidavits and/or memorandum briefs. Oral argument on the cross motions was scheduled for July 23, 1993; however, the parties, with the Court's concurrence, took the motions off calendar because they anticipated filing this Stipulation for Entry of

¹The tribes appealed the Court's decision to the U.S. Court of Appeals for the Sixth Circuit, No. 91-2698. The matter has been fully briefed and oral argument was heard on June 18, 1993.

Consent Judgment, which obviated the need for the Court to rule on the pending motions.

4. The tribes and the Governor have agreed to resolve their differences and thereafter to dismiss this litigation with prejudice. However, this Stipulation and the Court's subsequent entry of Consent Judgment shall become effective and shall bind and obligate all parties hereto only on the express condition that each tribal party and the Governor execute a class III gaming compact, which is concurred in by resolution of the Michigan Legislature, and that those compacts are thereafter approved by the United States Secretary of the Interior and notice of said approvals published in the Federal Register, pursuant to 25 U.S.C. § 2710(d)(8). In the event that any condition described herein does not occur with respect to one or all of the tribes, the dispositive cross motions for dismissal and/or summary judgment referred to in paragraph 3 shall be immediately placed on the Court's calendar for disposition, and thereafter the case shall proceed to judgment.

5. The Saginaw Chippewa Indian Tribe of Michigan (hereinafter "Saginaw Tribe") is a federally recognized Indian tribe with lands in the State of Michigan held in trust by the United States for its benefit. Its legal and political status is substantially identical to the original six plaintiff tribes, which are party to this litigation. The Saginaw Tribe seeks to intervene herein as a party plaintiff and agrees to be bound by the terms of this Stipulation for Entry of Consent Judgment in the same manner and to the same extent as the six originally

named plaintiff Indian tribes. The Saginaw Tribe independently could bring the identical cause of action against the Governor brought by the tribes in the instant proceedings, pursuant to 25 U.S.C. § 2710(d)(7)(A)(i). However, the Governor and the Saginaw Tribe seek to avoid relitigation of substantially identical issues, as well as avoid the risk of any inconsistent judgments. Therefore, through this Stipulation for Entry of Consent Judgment, the Governor and the tribes hereby consent to the intervention of the Saginaw Tribe for the express and limited purpose of entry and enforcement of this Stipulation for Entry of Consent Judgment and the accompanying Consent Judgment.

6. The parties hereto agree that from and after the date or dates the condition in paragraph 4 has been accomplished, each tribal party to this stipulation shall make semi-annual payments to the Michigan Strategic Fund of the State of Michigan in an amount equal to eight percent (8%) of the net win at each casino derived from all class III electronic games of chance, as those games are defined in each class III compact. As used herein, "net win" is defined as the total amount wagered on each electronic game of chance, minus the total amount paid to players for winning wagers at said machines. For purposes of these payments, all calculations of amounts due shall be based upon a fiscal year beginning October 1 and ending September 30 of the following calendar year, unless the parties agree on a different fiscal year, and all payments due the state pursuant to the terms of this stipulation shall be paid no later than sixty (60) days after October 1 and March 31 of each year. Any payments due and

owing from the tribes in the year the compacts are approved, or the final year the compacts are in force, shall reflect the actual net win but only for the portion of the year the compacts are in effect.

7. The tribes' obligation to make the payments provided for in paragraph 6 above shall apply and continue only so long as there is a binding class III compact in effect between each tribe and the State of Michigan which provides for the play of electronic games of chance, and then only so long as the tribes collectively enjoy the exclusive right to operate electronic games of chance in the State of Michigan, as they are defined in said compacts. The operation of electronic games of chance by persons or entities other than the tribal parties to this stipulation shall not violate the tribes' exclusive right to operate said machines so long as said machines: a) reward a player only with the right to replay the device at no additional cost; b) do not permit the accumulation of more than fifteen (15) free replays at any one time; c) allow the accumulated free replays to be discharged only by activating the device for one additional play for each accumulated free replay; and d) make no permanent record, directly or indirectly, of the free replays awarded.

8. The parties hereto agree that from and after the date or dates the condition in paragraph 4 has been accomplished, each tribal party to this stipulation shall make semi-annual payments to any local units of state government in the immediate vicinity of each tribal casino in the aggregate amount equal to two

percent (2%) of the net win at each casino derived from all class III electronic games of chance, as those games are defined in each class III compact. As used herein, "net win" is defined as the total amount wagered on each electronic game of chance, minus the total amount paid to players for winning wagers at said machines. ~~Each tribe shall determine which local unit or units of government shall receive payments and the amounts thereof; provided however, the guidelines governing the tribes in making said determinations shall be based upon compensating said local units of government for governmental services provided to the tribes and for impacts associated with the existence and location of the tribal casino in its vicinity; and provided further, however, that out of said aggregate payment, each local unit of government shall receive no less than an amount equivalent to its share of ad valorem property taxes that would otherwise be attributed to the class III gaming facility if that site were subject to such taxation.~~ For purposes of these payments, all calculations of amounts due shall be based upon a fiscal year beginning October 1 and ending September 30 of the following calendar year, unless a tribe determines to use a different fiscal year, and all payments due any local unit or units of government pursuant to the terms of this stipulation shall be paid no later than sixty (60) days after October 1 and March 31 of each year. Any payments due and owing from the tribes in the year the compacts are approved, or the final year the compacts are in force, shall reflect the actual net win but only for the portion of the year the compacts are in effect.

9. The parties hereby consent to the entry of the accompanying Consent Judgment, consistent with the terms and conditions of this stipulation.

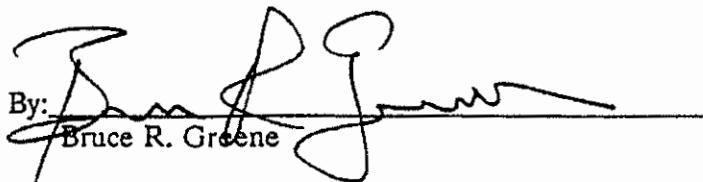
Respectfully submitted,

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Dated: August 16, 1993

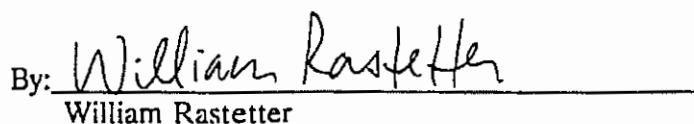

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Dated: August 20, 1993

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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

SAULT STE. MARIE TRIBE OF CHIPPEWA)
INDIANS; GRAND TRAVERSE BAND OF)
OTTAWA AND CHIPPEWA INDIANS;)
KEWEENAW BAY INDIAN COMMUNITY;)
HANNAHVILLE INDIAN COMMUNITY;)
BAY MILLS INDIAN COMMUNITY; AND)
LAC VIEUX DESERT BAND OF LAKE)
SUPERIOR CHIPPEWA INDIANS,) Civil No. 1:90 CV 611
)
Plaintiffs,) Hon. Benjamin F. Gibson
)
v.)
)
JOHN M. ENGLER, Governor)
of the State of Michigan,)
)
Defendant.)

CONSENT JUDGMENT

The parties to the above captioned litigation have entered into a Stipulation for the Entry of Consent Judgment, signed by counsel of record on August 16 through 19, 1993, and filed with the Court on August 19, 1993 (hereinafter "the Stipulation").

Pursuant to the Stipulation and for good cause shown, it is hereby ORDERED, ADJUDGED and DECREED, that:

1. The terms, provisions and conditions of the Stipulation are hereby incorporated by reference into this CONSENT JUDGMENT as if fully set out herein and thereby made an ORDER of the Court.

2. The Saginaw Chippewa Indian Tribe of Michigan is hereby made a party to these proceedings for the express and limited

purpose of entry and enforcement of the Stipulation and is hereby bound by the terms of the Stipulation and this CONSENT JUDGMENT in the same manner and on the same terms and conditions as the original parties to these proceedings.

3. This CONSENT JUDGMENT shall become effective and shall bind and obligate all parties hereto only on the express condition that each tribal party and the Governor shall execute a class III gaming compact, which shall be concurred in by resolution of the Michigan Legislature, and that those compacts are thereafter approved by the United States Secretary of the Interior and notice of said approvals published in the Federal Register, pursuant to 25 U.S.C. § 2710(d)(8). In the event that any condition described herein does not occur with respect to one or all of the tribes, the dispositive cross motions for dismissal and/or summary judgment filed by the tribes and the Governor in these proceedings shall be placed immediately on the Court's calendar for disposition, and thereafter the case shall proceed to judgment.

4. From and after the date or dates the condition in paragraph 3 of this CONSENT JUDGMENT has been accomplished, each tribal party to the Stipulation shall make semi-annual payments to the Michigan Strategic Fund of the State of Michigan in an amount equal to eight percent (8%) of the net win at each casino derived from all class III electronic games of chance, as those games are defined in each class III compact. Details relating to the time and manner of payment, together with the definition of

the term "net win," are set forth in the Stipulation and shall hereby govern the parties.

5. The tribes' obligation to make the payments provided for in paragraph 4 of this CONSENT JUDGMENT shall apply and continue only so long as there is a binding class III compact in effect between each tribe and the State of Michigan, which provides for the play of electronic games of chance, and then only so long as the tribes collectively enjoy the exclusive right to operate electronic games of chance in the State of Michigan, as they are defined in said compacts. The operation of electronic games of chance by persons or entities other than the tribal parties to this Stipulation shall not violate the tribes' exclusive right to operate said machines so long as said machines: a) reward a player only with the right to replay the device at no additional cost; b) do not permit the accumulation of more than fifteen (15) free replays at any one time; c) allow the accumulated free replays to be discharged only by activating the device for one additional play for each accumulated free replay; and d) make no permanent record, directly or indirectly, of the free replays awarded.

6. From and after the date or dates the condition in paragraph 3 of this CONSENT JUDGMENT has been accomplished, each tribal party to the Stipulation shall make semi-annual payments to any local units of state government in the immediate vicinity of each tribal casino in the aggregate amount equal to two percent (2%) of the net win at each casino derived from all class III electronic games of chance, as those games are defined in

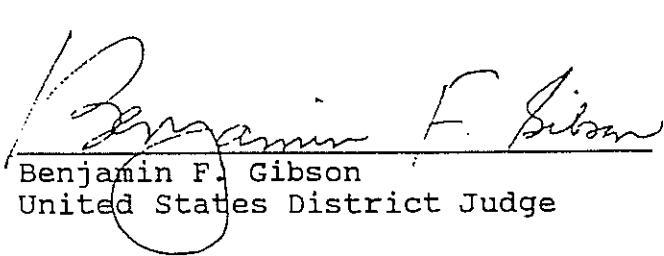
each class III compact. Details relating to the time and manner of payment, the definition of the term "net win," the minimum payments required and the guidelines governing the tribes' determination regarding said payments are set forth in the accompanying Stipulation, and shall hereby govern the parties.

7. Upon satisfactory evidence presented to the Court that the condition set forth in paragraph 3 of this CONSENT JUDGMENT has been met, all claims by all parties to these proceedings shall be dismissed with prejudice, pursuant to the terms of the Stipulation. The Court shall enter an appropriate order of dismissal upon receiving said satisfactory evidence from the parties.

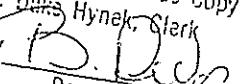
8. The Stipulation and this CONSENT JUDGMENT can be modified and rescinded only in the above captioned case, and only by the mutual written consent of all parties and with the Court's concurrence.

9. Notwithstanding said subsequent dismissal, the Court shall retain continuing jurisdiction for the purposes of enforcing the Stipulation and this CONSENT JUDGMENT according to their terms and provisions.

Dated: August 20, 1993



Benjamin F. Gibson
United States District Judge

Certified As A True Copy
C. Dunn Hynek, Clerk
By 
Deputy Clerk
U.S. District Court
Western Dist. of Michigan
Date AUG 20 1993

Grand Traverse Band of Ottawa & Chippewa Indians'
2% Guidelines

1. Your organization must be located within GTB's six-county service area (Antrim, Benzie, Charlevoix, Grand Traverse, Leelanau, or Manistee counties).
2. Local units of government can apply for 2% funding the same as before.
3. If your organization is not a local unit of government, the following applies:
 - a.) Local units of government must request 2% funding on behalf of your organization.
 - b.) The local unit of government will be responsible for submitting your 2% application to GTB.
 - c.) If awarded 2% funding, the local unit of government will be responsible for distributing the 2% funding to your organization through their internal accounting process.
 - d.) The local unit of government will be responsible for maintaining accounting records of 2% funding received, for reporting purposes, consistent with the accounting standards for local units of government established by the State of Michigan.
 - e.) The local unit of government will be responsible for submitting the follow-up report to Tribal Council on how 2% funding was spent. The report should be submitted to the Tribal Chairman one year after receiving 2% funding.
 - f.) Tribal Council will not consider any requests for job positions or year to year funding for job positions (this only pertains to 501c3 organizations).
4. Weight will be given to applicants who have provided services to GTB tribal members.
5. Weight will be given to applicants located in near proximity to either Turtle Creek Casino or Leelanau Sands Casino.
6. Weight will be given to applicants who have been impacted by the establishment of either Turtle Creek Casino or Leelanau Sands Casino (e.g., increased traffic, increased employment, increase in student population, etc.).
7. Tribal Council will not consider any requests for land purchases.
8. Tribal Council will not allow 2% applicants to approach Tribal Council for individual presentations of 2% applications.
9. Please contact the GTB Legal Department if you would like a copy of the Stipulation for Entry of Consent Judgment from: *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich).

If you have any questions, please contact the GTB Legal Department at 231-534-7601.

Approved June 2, 2009



Chris Cramer <ccramer@grandtraverse.org>

2% funds historical context from June 2012

1 message

Robert Hentschel <rhentschel@grandtraverse.org>

Fri, May 17, 2019 at 12:00 PM

To: Chris Cramer <ccramer@grandtraverse.org>, Christopher Forsyth <cforsyth@grandtraverse.org>, Nathan Alger <nalger@grandtraverse.org>

Chris,

Please include the following in the packet for our discussion of the 2% funding next week.

From June 20, 2012 Minutes

UNFINISHED BUSINESS

1. 2% Tribal Grants Update

Bob Cooney, Civil Counsel, discussed Grand Traverse County's current procedure for the Grand Traverse Band's 2% Tribal Grant distribution and the recommendation from the Michigan Gaming Control Board.

Moved by Wheelock, seconded by Maxbauer to notify the Grand Traverse Band of Ottawa and Chippewa Indians that Grand Traverse County will no longer be the fiscal agent for the June/July grant cycle.

Roll Call Vote: Yes 6, No 3

Nay: Gillman, Inman, and Hentschel

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BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners,
Ways & Means Committee

FROM: Larry Inman, Chairman

FOR MEETING DATE: June 14, 2012

SUBJECT: Update regarding 2% Tribal Grants

SUMMARY OF ITEM TO BE PRESENTED:

In regard to last weeks discussion about the submission of Tribal Grants, I have been in contact with Mr. David Hicks who is the Auditing Manager from the Michigan Gaming Control Board in Lansing. I have also discussed the this issue with Tribal Chair, Al Pedwaydon and Bob Cooney, Civil Counsel. Mr. Pedwaydon is contacting their legal department regarding the matter of the fiscal agent and will get back to me. I related all the information from my phone conversation with David Hicks to Bob Cooney and provided him with David Hicks contact number. Bob has agreed to look into the matter and provide direction for the Board of Commissioners, hopefully, for this meeting.

I have attached copies of the resolutions that we have used for sending in applications with and without recommendations for your reference.

RECOMMENDATION:

GRAND TRAVERSE COUNTY
WAYS AND MEANS COMMITTEE

June 20, 2012

Chairman Fleis called the meeting to order at 7:00 p.m.

OPENING CEREMONIES AND EXERCISES

The Pledge of Allegiance was recited.

PRESENT: Jason Gillman, Larry Inman, Rob Hentschel, Herb Lemcool, Ross Richardson, Richard Thomas, Christine Maxbauer, Addison Wheelock, Jr. (7:03 p.m.) and Larry Fleis

APPROVAL OF MINUTES

Moved by Thomas, seconded by Inman to approve the May 16, 2012 minutes as presented. Motion carried.

NEW COUNTY ADMINISTRATOR

The Commissioners welcomed the new County Administrator, Dave Benda.

Commissioner Wheelock arrived at 7:03 p.m.

PUBLIC COMMENT

Georgia Durga, Commission on Aging Director, spoke about the following items: Commission on Aging Annual report is available online, Commission on Aging will be requesting a grant from the Grand Traverse Band on behalf of the Senior Center, and a Commission on Aging employee will be retiring.

APPROVAL OF AGENDA

Commissioner Fleis distributed a corrected copy of Consent Calendar item B-1, Lark Lawn & Garden Letter of Disclosure. Bob Cooney distributed a memo regarding Michigan Department of Environmental Quality's changes to Soil Erosion and Sedimentation Control Ordinance Second Amendment.

Moved by Wheelock, seconded by Maxbauer to amend the agenda to replace Consent Calendar item B-1 with corrected memo and to add Michigan Department of Environmental Quality's changes to Soil Erosion and Sedimentation Control Ordinance Second Amendment to Unfinished Business. Motion carried.

Moved by Inman, seconded by Lemcool to approve the agenda as amended. Motion carried.

SPECIAL ORDERS OF BUSINESS

None

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 there from 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 and file or approval) is approved by a single Commission action adopting the consent calendar.

A) RECEIVE AND FILE

1. Grant Application Notification – GIS – *Removed from calendar.*
2. Child Care Fund

B) APPROVAL

1. Lawn Mower Purchase – Commission on Aging – *Removed from calendar.*
2. Lark Lawn & Garden Letter of Disclosure (Acknowledge Receipt) – *Removed from calendar.*
3. Accept Risk Avoidance Program (RAP) Grant in the amount of \$1050.00 for Grand Traverse Sheriff's Office
4. Budget Adjustments

C) ACTION

After the Deputy Director to the County Clerk read the consent calendar for the record, the following items were removed:

Item A-1	By Ernie Cacciaglia	Page 7
Item B-1	By Maxbauer	Page 10
Item B-2	By Maxbauer	Page 11

Moved by Wheelock, seconded by Thomas to approve the consent calendar minus items A-1, B-1, and B-2.

Roll Call Vote: Yes 9

ITEMS REMOVED FROM CONSENT CALENDAR**A-1 Grant Application Notification – GIS**

Ernie Cacciaglia, GIS Coordinator, indicated that Michigan GIS Sub-Grant for the Enhanced 911 Act Grant Program has been awarded to Grand Traverse County and the Commissioners could now accept the grant.

Moved by Lemcool, seconded by Richardson to recommend acceptance of the Michigan GIS Sub-Grant for the Enhanced 911 Act Grant Program. Motion carried.

B-1 Lawn Mower Purchase – Commission on Aging

Chairman Fleis and Commissioner Hentschel indicated that they would be abstaining from the vote due to a conflict of interest.

Moved by Maxbauer, seconded by Thomas to recommend approval of the lawn mower purchase from Lark Lawn and Garden for Commission on Aging.

Roll Call Vote: Yes 5, No 2, Abstain 2

Nay: Lemcool and Wheelock

Abstain: Hentschel and Fleis

Motion failed due to requirement of 2/3 affirmative votes to pass.

B-2 Lark Lawn & Garden Letter of Disclosure – Acknowledge Receipt

Chairman Fleis indicated that he would be abstaining from the vote due to a conflict of interest.

Moved by Maxbauer, seconded by Inman to acknowledge receipt of Lark Lawn & Garden letter of disclosure.

Roll Call Vote: Yes 8, Abstain 1

Abstain: Fleis

DEPARTMENT ACTION ITEMS

Equalization

I. Proposals for the Equalization Study of the 2012 – Commercial & Industrial Classes of Property

Bob Vandermark, Equalization Director, gave an overview of the request for proposals for the Equalization Study of the 2012 Commercial & Industrial Classes of Property.

Moved by Wheelock, seconded by Hentschel to recommend awarding the bid to Amy Dehaan for the Equalization Study of the 2012 Commercial & Industrial Classes of Property in the amount of \$22,300.00.

Commissioner Wheelock amended his motion and Commissioner Hentschel amended his second to reflect the amount for the study to not exceed \$22,300.00. Motion carried.

Treasurer

I. Restricted Funds – Excess Proceeds from Foreclosure Auctions

Bill Rokos, County Treasurer, presented the annual report of the Restricted Funds-Excess Proceeds from Foreclosure Auctions.

Moved by Lemcool, seconded by Wheelock to receive and file the annual report of the Restricted Funds-Excess Proceeds from Foreclosure Auctions. Motion carried.

Finance1. General Fund May 31, 2012 Trial BalanceGeneral Fund Revenue and Expenditure Summaries

Dean Bott, Finance Director, reviewed the General Fund May 31, 2012 Trial Balance and General Fund Revenue and Expenditure Summaries.

2. 2012 Tax Rate Request (L-4029)

Dean Bott, Finance Director, reviewed the L4029, 2012 Tax Rate Request.

Moved by Inman, seconded by Thomas to recommend approval of the 2012 millage rate of 4.9838. Motion carried.

3. Potential Bond Refunding and/or Calling

Dean Bott, Finance Director, and Bill Rokos, County Treasurer, reviewed the possibility of refunding and/or calling the following County Bonds:

Sewer and Water Project Bonds, Series 2003 (Acme, East Bay and Peninsula Townships)

Sewer and Water Improvements Projects Bonds, Series 2004 (Garfield and Peninsula Townships)

Septage Treatment Facility Project Bonds, Series 2003

Mr. Bott indicated that they would put the refunding and/or calling of the first two bonds; Sewer and Water Project Bonds, Series 2003 (Acme, East Bay and Peninsula Townships) and Sewer and Water Improvements Projects Bonds, Series 2004 (Garfield and Peninsula Townships) on the July Ways & Means meeting agenda.

4. Unrestricted (Deficit) Net Assets – Septage Facility

Dean Bott, Finance Director, indicated that the County needs to formulate a deficit elimination plan and submit it concurrent with the County audit report.

Commissioners directed Mr. Bott to review the matter and investigate if there was a previous agreement with the townships for paying the shortfall and to bring the information to the Board of Commissioner's regular board meeting next week.

5. Potential Bond Refunding and/or Calling – Septage Treatment Facility Project Bonds, Series 2003 Continued

Moved by Richardson, seconded by Hentschel to direct staff to create a timeline for refunding or calling the Septage Treatment Facility Project Bonds, Series 2003, and to notify the Board of Public Works and the townships of this timeline. Motion carried.

UNFINISHED BUSINESS1. 2% Tribal Grants Update

Bob Cooney, Civil Counsel, discussed Grand Traverse County's current procedure for the Grand Traverse Band's 2% Tribal Grant distribution and the recommendation from the Michigan Gaming Control Board.

Moved by Wheelock, seconded by Maxbauer to notify the Grand Traverse Band of Ottawa and Chippewa Indians that Grand Traverse County will no longer be the fiscal agent for the June/July grant cycle.

Roll Call Vote: Yes 6, No 3

Nay: Gillman, Inman, and Hentschel

2. Soil Erosion and Sedimentation Control Ordinance Second Amendment

Bob Cooney, Civil Counsel, indicated that the Michigan Department of Environmental Quality Water Resources Division has requested that three changes be made to the County's Soil Erosion and Sedimentation Control Ordinance – Second Amendment. Mr. Cooney indicated that he would like ratification of these changes at this meeting.

Moved by Wheelock, seconded by Hentschel to approve the revised amendment to the Grand Traverse Soil Erosion and Sedimentation Control Ordinance Second Amendment, as outlined by Civil Counsel.

Roll Call Vote: Yes 8, No 1

Nay: Maxbauer

3. 2% Tribal Grants Update Continued

Moved by Inman, seconded by Hentschel to activate the Grand Traverse Board/Tribal Board ad hoc committee consisting of Dave Benda, Larry Inman, Jason Gillman, Dean Bott, Bob Cooney, and Larry Fleis and to notify the tribe of the preliminary decision made tonight regarding the 2% Tribal Grants. Motion carried.

4. Soil Erosion and Sedimentation Control Ordinance Second Amendment Continued

Moved by Hentschel to notify the townships that at the end of current agreement, Grand Traverse County will no longer enforce the Stormwater Runoff Control Ordinance. Motion died for lack of a second.

Moved by Richardson, seconded by Lemcool to recommend that a supervisor in Construction Code receive the proper training as required in Part 91 of the Soil Erosion and Sedimentation Control Ordinance Second Amendment.

Motion carried.

NEW BUSINESS

1. Septage Facility – Special Assessment Discussion

Commissioners discussed the special assessment for septic owners that was passed by the Board of Public Works.

PUBLIC COMMENT

None

COMMISSIONER COMMITTEE REPORTS

Commissioner Maxbauer made comments about the Commission on Aging Medicare seminar she attended. She also indicated that she would like the issue of funding for the Area Agency on Aging and requesting money to help with the Commission on Aging scholarship fund be discussed at a future meeting.

NOTICES/ANNOUNCEMENTS

Nature Festival, Saturday June 23 from 10:00 a.m. to 3:00 p.m.

Traverse Area District Library Board meeting, Thursday June 21 at 11:00 a.m.

Meeting adjourned at 10:00 p.m.

Bonnie Scheele
Deputy Director to the County Clerk

Larry Fleis, Chairman

GRAND TRAVERSE COUNTY
BOARD OF COMMISSIONERS

Regular Session
June 27, 2012

Chairman Inman called the meeting to order at 7:00 pm at the Governmental Center.

OPENING CEREMONIES OR EXERCISES

Commissioner Lemcool gave the invocation which was followed by the Pledge of Allegiance.

PRESENT: Addison Wheelock, Jr., Richard Thomas, Ross Richardson, Christine Maxbauer, Herb Lemcool, Rob Hentschel, Jason Gillman, Larry Fleis, and Larry Inman

APPROVAL OF MINUTES

Moved by Richardson, seconded by Thomas to approve the May 30, 2012 minutes as presented.
Motion carried.

Moved by Maxbauer, seconded by Thomas to approve the minutes of June 14, 2012 with the following corrections:

Moved by Fleis, seconded by Thomas that the Board of Commissioners accept the Commission on Aging rate increases *up to \$350,000.00* after the Commission on Aging conducts a little more deliberation on the suggestions given *by the Board of Commissioners.*

Motion carried.

PUBLIC COMMENT

Kirsten Keilitz introduced herself as a candidate for Grand Traverse County Probate Judge.

APPROVAL OF AGENDA

Moved by Wheelock, seconded by Hentschel to approve the agenda with the following additions:

New Business

1. 2% Tribal Grant Application for the Commission on Aging for office renovations
2. 2% Tribal Grant Application for Conflict Resolution Services, Olweus Bullying Prevention Program

Administrator's Report

1. Letter from Long Lake Township regarding Storm Water Control Intergovernmental Agreement

Motion carried.

SPECIAL ORDER OF BUSINESS

None

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 there from 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.

RECEIVE AND FILE

1. Correspondence regarding the Grand Traverse Pavilions dated June 7, 2012
2. Northwest Michigan Community Action Agency, minutes of March 15, 2012
3. Area Agency on Aging of Northwest Michigan, minutes of April 5, 2012
4. Northwest Michigan Community Action Agency, minutes of April 19, 2012
5. Northwestern Regional Airport Commission, minutes of April 24, 2012
6. Grand Traverse County Department of Human Services Board, minutes of April 27, 2012
7. Board of Public Works Special Finance Committee minutes of May 7, 2012
8. Board of Public Works, minutes of May 10, 2012
9. Northern Lakes Community Mental Health, minutes of May 17, 2012
10. Northwestern Regional Airport Commission, minutes of May 29, 2012

REFERRALS

None

APPROVALS

Public Health & Safety Committee did not meet in this month.

Resource Management & Administration Committee recommends approval of the following resolutions:

11.

Resolution 84-2012

Victim Rights Agreement for 2012/2013

WHEREAS, The Resource Management & Administration Committee met in regular session on June 13, 2012, and reviewed recommendation from the Prosecuting Attorney to approve application and acceptance of the 2012/2013 Victim Right's Agreement between the Michigan Department of Community Health and Grand Traverse County; and,

WHEREAS, the agreement in the amount of \$56,832.00 provides for the implementation of services to victims under the Crime Victim Rights Act; and,

WHEREAS, the Prosecuting Attorney has electronically submitted the application to the Michigan Department of Community Health; and

WHEREAS, The Resource Management & Administration Committee recommends concurrence with the Prosecutor's recommendation; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approve/ratify the 2012/2013 Victim Right's Agreement between the Michigan Department of Community Health and Grand Traverse County in the amount of \$56,832.00, for the period October 1, 2012 through September 30, 2013.

12.

Resolution 85-2012

AAA Grant for Traffic Safety

WHEREAS, The Grand Traverse County Sheriff's Office requested and received a grant from AAA through their Auto Club Group "Saving Lives Grant" in the amount of \$5,685.00; and,

WHEREAS, The grant funding was for the purpose of purchasing a pole mounted, movable radar speed detecting sign providing information to determine if and when speed violations are occurring at various locations in the county; and,

WHEREAS, the sign, software and hardware were purchased for the price of \$5,085 and permission has been granted by AAA to use the additional \$600 for additional traffic safety supplies to be used with the sign; and,

WHEREAS, the Resource Management & Administration Committee recommends approval/acceptance of this grant funding and purchase; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approve acceptance of the AAA Grant and purchase of the radar speed detecting sign, as identified by the GT County Sheriff.

13.

Resolution 86-2012
Resource Recovery – 2012 Hauler Licenses

WHEREAS, the Resource Management & Administration Committee met in regular session on June 13, 2012 and reviewed request from the Resource Recovery Manager to approve three additional Hauler Licenses for 2012 as follows:

Yard Waste Haulers:

- 1) Anita C. Silverman RLA LLC
- 2) Par Wright
- 3) Honey Doo's

WHEREAS, the Resource Recovery Manager found these applications to be administratively complete and the Resource Management & Administration Committee concurs with the recommendation for approval.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approve Yard Waste Hauler Licenses for 2012 for Anita C. Silverman RLA LLC, Par Wright and Honey Doo's, as identified above, and authorize signature of same by the Chairman.

14.

Resolution 87-2012
Health Department – Amendment to
Staffing Plan and Classification Plan

WHEREAS, Health Department has requested to add 1.0 FTE Clinical Informatics position to their staffing plan; and

WHEREAS, with a federal initiative targeting Medicaid and Medicare providers to move toward the use of Electronic Medical Records to provide easier assess to medical information, incentive funds are available to eligible providers over a period of 6 years; and,

WHEREAS, A classification review was performed and the classification of Clinical Informatics will be added to the County Classification Plan as follows:

Education	4	96
Experience	2	45
Freedom of Action	4	112
Mental Complexity	4	160
Job Impact	4	112
Communication	4	144
Supervision	0	0
Physical	1	13
TOTAL		682 = Grade J

WHEREAS the Resource Management & Administration Committee reviewed the recommendation to amend the Staffing and Classification Plan at their regular meeting on June 13, 2012 and concurs with same.

NOW, HEREBY BE IT RESOLVED, THAT the Classification Plan be amended to add the position of Clinical Informatics with a total point factor of 682, Grade J, and that the Staffing Plan for the Health Department be amended to add 1.0 FTE Clinical Informatics position.

Ways and Means Committee recommends approval of the following resolutions:

15.

Resolution 88-2012

Risk Avoidance Program (RAP) Grant
for NOVA Training

WHEREAS, the Ways & Means Committee met in regular session on June 20, 2012, and reviewed request from the Sheriff's Department to accept Risk Avoidance Program (RAP) Grant funding for NOVA Stun Belt training; and,

WHEREAS, Staff completed this training and received reimbursement in the amount of \$1,050.00; and,

WHEREAS, the Ways & Means Committee recommends acceptance of this grant funding; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County accept Risk Avoidance Program (RAP) Grant funding in the amount of \$1,050.00 for the Grand Traverse Sheriff's Office for NOVA Stun Belt Training.

16.

Resolution 89-2012

Budget Adjustments

WHEREAS, the Ways & Means Committee met in regular session on June 20, 2012, and reviewed budget adjustments for Fiscal Year 2012 as requested by the Director of Finance; and,

WHEREAS, the Ways and Means Committee reviewed said requests and concurred with same,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT the attached adjustments for Fiscal Year 2012 budget are hereby approved.
(See File for Attachments)

17.

Resolution 90-2012
GIS – ENHANCE 911 Act Grant Program

WHEREAS, The Grand Traverse County GIS Director requested and received a grant from the Michigan GIS Sub-Grant Applications for the ENHANCE 911 Act Grant Program; and,

WHEREAS, The purpose of the program is to encourage uniform standards of road centerline data throughout the state, and provides a framework for local emergency service providers to access the regional centerline data; and,

WHEREAS, the Ways & Means Committee recommends acceptance of this grant funding for which no match is required; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approve acceptance of the grant from the Michigan GIS Sub-Grant Applications for the ENHANCE 911 Act Grant Program in the amount of \$9,552.76 for the purpose state above.

18.

Resolution 91-2012
Equalization Study Grant

WHEREAS, the Ways & Means Committee met in regular session on June 20, 2012, and reviewed request from the Equalization Director to award a contract for the Equalization Study of the 2012 Commercial and Industrial Classes of property; and,

WHEREAS, proposals were requested with 2 being submitted by the June 1st due date; and,

WHEREAS, the Equalization Director recommends Amy Dehaan MMAO Level 4 be awarded the contract for an amount not to exceed \$22,300, with work being supervised by the Equalization Director and County Staff; and,

WHEREAS, the Ways and Means Committee reviewed said request and concurs with same with funding being identified in the Equalization (personnel) budget.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County enter into a contract agreement with Amy Dehaan MMAO Level 4 in an amount not to exceed \$22,300 for Equalization Study of the 2012 Commercial and Industrial classes of property.

19.

Resolution 92-2012
2012 Tax Rate Request (L-4029)

WHEREAS, The 2012 Tax Rate Request and Millage Request Report is hereby presented for review and approval; and,

WHEREAS, this rate is established by the Equalization Department based on required criteria and remains unchanged from 2009; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approve the 2012 Tax Rate Request and Millage Request Report attached and further authorize the Board Chairman and County Clerk to sign the L-4029.

20. Support for 2% Tribal Grant Applications. *Removed from calendar.*

After the County Clerk read the consent calendar for the record, the following item was removed:

Item 20 Page 61 By Maxbauer

Moved by Richardson, seconded by Wheelock to approve the consent calendar minus item 20. Roll Call Vote: Yes 9

ITEMS REMOVED FROM CONSENT CALENDAR

Item 20 – Support for 2% Tribal Grant Applications

Bob Cooney, Deputy Civil Counsel outlined his memo that was distributed regarding Tribal Grant money lawful county expenditures.

PUBLIC COMMENT

Ralph Soffredine indicated that the Coast Guard City Committee is part of the City of Traverse City's committees.

Resolution 93-2010
Tribal Grant Applications Supported

Moved by Hentschel, seconded by Maxbauer to accept the resolution with editing the final paragraph to read as follows:

“BE IT FURTHER RESOLVED That This Board, in concurrence with the recommendation of the Ways & Means Committee, hereby notifies the Grand Traverse Band of Ottawa and Chippewa Indians that Grand Traverse County will only be the fiscal agent for grants that are determined to be lawful county expenditures as outlined in the Deputy Civil Counsel’s memo dated June 27, 2012 and allow Civil Counsel to negotiate contracts with the agencies that are approved as lawful county expenditures, contingent upon the Tribal Council’s agreement to allow the county to be the final decision maker as to who will receive the grants to give the county authority to enter into contracts.

WHEREAS, The Resource Management and Administration Committee met in regular session on June 13, 2012 and addressed requests for support from various organizations for their Tribal Council Allocation of 2% Funds Application.

WHEREAS, it is recommended that the following application requests be forwarded to the Grand Traverse Band for consideration:

GTC Commission on Aging	\$10,000.00
GT Conservation District	\$14,000.00
GT Pavilions	\$ 9,500.00
GT Sheriff/Children's Advocacy Center	\$24,500.00
TC At-Risk Boxing	\$10,000.00
Traverse Heath Clinic	\$50,000.00
Charity Hill Ranch	\$41,354.00
Third Level	\$30,000.00
NWM Community Action Agency	\$10,000.00
American Red Cross	\$30,000.00
Michigan Land Use Institute	\$23,250.00
Commission on Aging Office Renovations	\$11,380.00

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County forwards the applications for the Tribal Council Allocation of 2% Funds from the Grand Traverse Band of Ottawa & Chippewa Indians for the various requests presented by the organizations identified above.

BE IT FURTHER RESOLVED That This Board, in concurrence with the recommendation of the Ways & Means Committee, hereby notifies the Grand Traverse Band of Ottawa and Chippewa Indians that Grand Traverse County will only be the fiscal agent for grants that are determined to be lawful county expenditures as outlined in the Deputy Civil Counsel's memo dated June 27, 2012 and allow Civil Counsel to negotiate contracts with the agencies that are approved as lawful county expenditures, contingent upon the Tribal Council's agreement to allow the county to be the final decision maker as to who will receive the grants to give the county authority to enter into contracts".

Roll Call Vote: Yes 8 Nay 1

Nay: Wheelock

ADMINISTRATOR'S REPORT

1. Opposition to Proposed Private Foster Care Rate Increase

Resolution 94-2012

Private Foster Care Agencies
Proposed Rate Increase Opposed

Greg Brainard, Family Court Administrator was present to answer Commissioners' questions.

WHEREAS, the Michigan Probate Judges Association passed a resolution that strongly opposes a rate increase for private agencies supervising foster care; and,

WHEREAS, Van Buren County supported that resolution and went on record throughout the state in doing so; and,

WHEREAS, The private agencies supervising foster care are already being paid an administrative rate of \$37.00 per day per child and to grant these agencies a 22% increase after just one year is unconscionable; and,

WHEREAS, Grand Traverse County estimates that our increased cost for 2011-12 will be \$15,840; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County opposes the proposed rate increase for private foster care agencies.

IT IS FURTHER RESOLVED, THAT copies of this resolution be sent to the Michigan Department of Human Services Director, Senator Howard Walker, and Representative Wayne Schmidt.

Moved by Lemcool, seconded by Hentschel to adopt Resolution 94-2012. Motion carried.

2. **Claims Summary**

A copy of the June 2012 claims was distributed.

Moved by Thomas, seconded by Fleis to approve the June 2012 claims in the amount of \$7,180,941.63.

Roll Call Vote: Yes 9

3. **Septage Treatment Facility Series 2003 Bond Refunding**

Dean Bott, Finance Director, outlined the timetable for possibly refunding the Septage Treatment Facility bonds.

PUBLIC COMMENT

Chuck Korn, Garfield Township Supervisor, discussed calling the Septage Treatment Facility bonds.

Rob Manigold, Peninsula Township Supervisor, discussed refunding the Septage Treatment Facility bonds.

Moved by Fleis, seconded by Maxbauer to authorize staff to meet with the five guaranteeing townships and come up with the best solution for the bonds as soon as possible.

Roll Call Vote: Yes 9

4. **Septage Facility Fund – Deficit Elimination Plan for 2011**

Resolution 95-2012
Septage Facility Fund
Deficit Elimination Plan for 2011

WHEREAS, the Septage Facility Fund has incurred an unrestricted deficit in net assets of \$70,241 for the 2011 operations; and,

WHEREAS, the State Department of Treasury has issued “Numbered Letter 2012-1” which clarifies when a deficit elimination plan is required and how to determine the amount of the deficit to be eliminated; and,

WHEREAS, the filing requirements provide that the deficit elimination plan should be filed prior to or concurrent with the submission of the County’s audit report to Treasury; and,

WHEREAS, the 2011 deficit will be eliminated by invoicing the Townships for their respective share of the deficit in accordance with the Contract between the County and the Townships for the acquisition, construction, improvement, enlargement or extension of a septic treatment facility and the for the payment of the cost thereof; and,

NOW THEREFORE BE IT RESOLVED BY THE GRAND TRAVERSE COUNTY BOARD OF COMMISSIONERS, THAT the Townships will be invoiced for their respective share of the 2011 deficit of \$70,241 in accordance with their agreement with the County.

Moved by Fleis, seconded by Hentschel to adopt Resolution 95-2012.
Roll Call Vote: Yes 9

5. **Letter from Long Lake Township regarding Storm Water Control Intergovernmental Agreement – copies distributed**

Moved by Wheelock, seconded by Thomas to grant an extension to Long Lake Township’s Intergovernmental Agreement regarding Storm Water Control until December 31, 2012.

Roll Call Vote: Yes 6 Nay 3
Nay: Maxbauer, Hentschel, and Gillman

UNFINISHED BUSINESS

1. **Area Agency on Aging**

Moved by Lemcool, seconded by Hentschel to direct the Commission on Aging Board to pay dues to the Area Agency on Aging from their budget.
Roll Call Vote: Yes 4 Nay 5
Nay: Wheelock, Thomas, Maxbauer, Gillman, and Fleis
Motion failed.

Moved by Fleis, seconded by Thomas to fund the Area Agency on Aging dues in the amount of \$7503.00 from the county’s contingency fund.

Roll Call Vote: Yes 8 Nay 1
Nay: Lemcool

Robert Schlueter, Executive Director for the Area Agency on Aging presented their Annual Report for the fiscal year 2011.

NEW BUSINESS

1. **Veterans Coalition Request**

Moved by Gillman, seconded by Hentschel to concur with the Grand Traverse Area Veterans Coalition to support their efforts to keep Commander Buzzella at the Traverse City Air Station. Motion carried.

UNFINISHED BUSINESS

2. **Commission on Aging Scholarships**

Moved by Maxbauer, seconded by Richardson to allocate \$10,000.00 from the county's contingency fund for the purpose of scholarships for seniors who cannot afford the fee increases.

Roll Call Vote: Yes 1 Nay 8

Nay: Wheelock, Thomas, Richardson, Lemcool, Hentschel, Gillman, Fleis and Inman
Motion failed.

NEW BUSINESS

2. **2% Tribal Grant Application for the Commission on Aging for office renovations**
Moved by Maxbauer, seconded by Lemcool to submit a 2% Tribal Grant application for the Commission on Aging office renovations in the amount of \$11,380.00. Motion carried.

3. **2% Tribal Grant Application for Conflict Resolution Services, Olweus Bullying Prevention Program**

Elizabeth Pine was available to answer Commissioners' questions.

Moved by Maxbauer, seconded by Lemcool to have this application as part of the submittal process after review by legal counsel.

Roll Call Vote: Yes 3 Nay 6

Nay: Wheelock, Thomas, Hentschel, Gillman, Fleis and Inman
Motion failed.

PUBLIC COMMENT

None

COMMISSIONER COMMITTEE REPORTS

Commissioner Hentschel reported on dispute resolution costs that Northern Lakes Community Mental Health are paying.

Commissioner Maxbauer reported that Rebecca Mann Kass resigned from the Parks and Recreation Commission so applications are being accepted.

Commissioner Hentschel stated that Metro Fire has appointed an ad hoc committee to meet with the City's ad hoc committee to review fire services

NOTICES/ANNOUNCEMENTS

Tour de Tart is scheduled for July 27.

Constitution Celebration is scheduled for September 16.

Study session for the Committee of the Whole for DPW is scheduled for June 28 at 9:00 a.m.

Meeting adjourned at 9:50 p.m.

Linda Coburn, County Clerk

Larry Inman, Chairman

LEGAL MEMORANDUM

TO: Board of Commissioners

FROM: Bob Cooney, Deputy Civil Counsel

DATE: June 27, 2012

RE: 2% Grant Applicants – Lawful County Expenditures

Chairman Inman asked me to outline the parameters of the County Board of Commissioners' authority to expend money to various government and civic organizations from funds received through Tribal 2% grant money.

General Discussion

Contributions or appropriations which are not specifically authorized by the Constitution or State Statute cannot be authorized regardless of the worthiness of the cause. Mich Const of 1963, Art 9, § 18. Where expenditures are made to a private organization for a lawful county expense, a contract for specific services should be negotiated and clearly define the intent and purpose of the expenditure. The provisions of the constitution and law concerning counties, townships, cities and villages are to be liberally construed in their favor. Powers granted to counties and townships by the constitution and by law shall include those fairly implied and not prohibited by the constitution. Mich Const of 1963 (Art.7, § 34).

Because substantial variances exist among the different organizations competing for 2% grants. I will discuss each requestor separately.

Commission on Aging: The Commission on Aging is seeking tables and chairs for its senior centers. There is a statutory scheme which allows a local unit of government, including a county, to provide services to people over sixty years of age. MCL 400.571 et seq. Under that scheme the BOC is the governing body which appropriates funds, directs expenditures, and determines the services to be provided. MCL 400.573. Because the commission on aging is a county department, no contract is required. Expenditures must be limited to those by MCL 400.571, et seq.

Grand Traverse Pavilions: The Pavilions is requesting money for the purchase of a bladder scanner and rolling cart for residents of the Pavilions to eliminate unnecessary and invasive procedures. The Grand Traverse Medical Care Facility and Grand Traverse Pavilions are operated under the direction of the Grand Traverse County Human Services Board appointed by the Grand Traverse County Board of Commissioners. The County Board of Commissioners may allocate money to the Pavilions for the purposes outlined in the Social Welfare Act, Public Act 1939, No. 280, that being MCL 400.1 et seq. Authorization for the County Family Independence Agency and its board is found at MCL 400.45, and authority for operation of a medical care facility can be found at MCL 400.58. Therefore, the grant request is for a lawful county expense. A contract specifying that the requested equipment is for the purpose of providing services to Grand Traverse County residents is advised.



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Traverse Health Clinic: The Traverse Health Clinic is a nonprofit corporation organized under 501(c)(3) of the Internal Revenue Code. The Clinic provides access to health services including primary care, specialty, vision, dental and mental health services to persons 19 years of age or older meeting income and other eligibility criteria. The grant application provides that the Clinic is seeking funding "as they provide increased primary care services to seniors and children."

A county does not have the general power to allocate funds to a private, non-profit hospital facility serving residents in the county. OAG 1974 No. 4851. However, as suggested in that same opinion, the County may obtain medical services needs by contract. See also AG 1976, No. 5083 (a county may contract for services with a private, nonprofit corporation to provide health or welfare services to persons who are the proper concern of the county pursuant to guidelines and where final authority to take discretionary action remains with the public body); Michigan Department of Treasury Local Audit and Finance Division position statement, 2001-2004. Therefore, the grant request is for a legitimate county expense. A contract for services is required. The cover letter to the grant application provides that the goal is to expand the service area of the clinic. Any contract should specify that all money should be used for services to Grand Traverse County residents.

TC At-Risk Boxing: The nonprofit TC At-Risk Boxing Program is designed to provide an after school competitive boxing programs to at risk youths, many of whom are referred to the program through the juvenile court. Pursuant to MCL 123.461, a city, county, township or village may levy taxes and appropriate funds for operating centers open exclusively to youths under 21 years of age and aimed at curbing juvenile delinquency within the community. Such appropriations may require a vote of electors if a valid petition on the question is submitted by a registered elector of the County. Therefore, the boxing program is a lawful county expenditure. A contract describing the services to be rendered is required to define the scope of services to be provided, including the age of persons benefiting from the program (less than 21 years of age).

Charity Hill Ranch: Charity Hill Ranch (CHR) is a nonprofit 501(c)(3) corporation founded by Christine O'Connell, a certified therapeutic riding instructor through the North American Riding for the Handicapped Association. The purpose of the organization is to provide horse riding and care opportunities for people with disabilities to enable them to live a more fulfilling life despite their challenges. CHR receives funding from TBAISD (school/work program) and Community Mental Health (Little Breeches program). About 75% of people served by CHR are Grand Traverse County residents. A grant has been requested for providing therapy to veterans, housing and maintaining ten horses, staff and volunteer training and facility costs.

While the County may not directly fund the cost of facilities and employees, it may contract with CHR to provide services to Grand Traverse County veterans and handicapped persons pursuant to the County's authority to expend money for purposes of medical care as outlined under Traverse Health Clinic, *supra*.



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Child and Family Services of Northwest Michigan (CFS) (Helping Children Heal Program): The Helping Children Heal Program, also known as VOCA (Victims of Crime Act), the federal legislation that primarily funds the program through the Michigan Crime Victims Services Commission (MCVSC). The program is designed to help children and their families heal from sexual abuse. Services are available to children and their families who live in Grand Traverse and seven other Northwest Michigan Counties. The program is free.

The Michigan Crime Victim's Rights Act of the Michigan Constitution, Article I, Section 24, provides that local police and prosecutors must provide certain services to crime victims including notice of relevant court hearings and the right to participate in the criminal process. The Act does not authorize counties to provide counseling services to crime victims, although the State is authorized to provide crime victim services through the MCVSC pursuant to 1996 Public Act No. 519. Despite the interconnectedness between the County, crime victims and Child and Family Services, the County itself has no statutory authority to provide counseling services to crime victims. In the absence of further statutory authority, it is my opinion that funding of the program would be an unlawful expense. Because the 2% grant money is intended for local units of government and not the State, direct payments by the Tribe to CFS is not an option.

Coast Guard City Committee: The mission statement of the Coast Guard City Committee is "to promote and advertise Traverse City as an official U.S. Coast Guard City." A grant application was received seeking start up funds to educate our community about the importance of Coast Guard and to promote Traverse City as a Coast Guard City.

A county may create a commission to promote economic development in the county and budget for the expenses of the commission. MCL 125.1231. In addition, the County may advertise the agricultural, industrial, commercial, educational or recreational advantages of the county by special tax levy or general fund appropriation. MCL 46.161. However, given the mission of the Coast Guard City Committee which is exclusively dedicated to promoting the City, there is no benefit to the County as a whole and therefore the grant would be an unlawful expenditure of county funds. Nevertheless, the City, through its economic development corporation, may provide such funds. The City may apply directly to the Tribe for such funds and provide those funds to the Coast Guard City Committee by contract.

SEEDS: SEEDS (Ecology+Education+Design) is a nonprofit 501(c)(3) corporation which, according to its website, was established to foster local solutions to global issues. "We bring holistic perspective, making connections between ecology and social justice." Its projects include energy and environmental analysis including greenhouse gas emissions monitoring and planning. SEEDS provides ecological engineering and design, specializing in water systems including storm water infiltration, as well as environmental education to students. The grant specifically requests funds for the SEEDS Youth Conservation Corp. Funds will go to help high school aged children build careers in science



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and energy by providing training in energy assessment and conducting such assessments for adult households including Grand Traverse Band members.

Grand Traverse County has contracted with SEEDS in the past to provide energy analysis services in cooperation with the Northwest Michigan Council of Governments. The County may expend money related to energy analysis pursuant to its responsibility to care for and manage County property. MCL 46.11(l). However, activities related to environmental education for students or to provide energy audits for private individuals are outside the scope of the County's authority.

Third Level Crisis Intervention Center: Third Level is a non-profit agency that provides crisis services and counseling to anyone who asks in Northern Lower Michigan. The Center also hosts a free legal aid clinic in conjunction with the Grand Traverse-Leelanau-Antrim Bar Association. A grant was requested to help defray costs of the continuation of the partnership against youth suicide and to reduce suicide, morbidity and mortality among youth. No statute authorizes the County to provide free legal services for needy residents.¹ However, the County does have authority to contract for mental health services, as indicated above under Traverse Health Clinic, *supra*. Any allocation of grant funding should include a negotiated contract for suicide prevention counseling services only.

Grand Traverse Conservation District: The Conservation District is requesting money to support development of a mobile phone application to make universally accessible recreational opportunities and as a link to public transportation including BATA. The application will be provided as a free download to the public.

The Natural Resources Trust Fund Act, MCL 324.1901, et seq., provides that local units of government, including counties, may expend funds for the acquisition of land or rights in land for recreational uses or protection of the land because of its environmental importance or its scenic beauty, and the development of public recreation facilities. MCL 324.1913(3). Therefore, the grant request falls within the general authority of the County. A contract for services should be negotiated to assure that the intent of the expenditure meets the requirements of the Act.

American Red Cross: The American Red Cross of Northwest Michigan is a corporate body chartered by the United States Congress. It provides disaster services locally, nationally and internationally, health and safety services, including CPR, first aid and babysitter's training, blood collection services, and services to the armed forces in Grand Traverse, Antrim, Leelanau and Benzie Counties. A grant application was submitted to increase the Red Cross' local disaster relief volunteers at strategic emergency sheltering supply caches and partner supply facilities and offer stronger disaster outreach education and training.

¹ The County is obligated to provide for indigent defense counsel pursuant to the United States and Michigan Constitutions, however, this is limited to criminal defendants.



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The Emergency Preparedness Act, MCL 30.421, et seq., makes dealing with a disaster a local responsibility. Acting through its Homeland Security Coordinator, each county or multi-county district is authorized to:

- Appropriate and expend funds, make contracts to obtain and distribute relief supplies, equipment, and materials.
- Provide for health and safety, including emergency assistance to victims.
- Direct and coordinate development of disaster plans and programs in accord with state and federal plans.
- Appoint, employ, remove, or provide, with or without compensation, relief teams, auxiliary fire and police personnel, and other disaster workers.
- Make available various resources outside the county if ordered by the governor of the state disaster coordinator.

Nearly all services provided by the American Red Cross fall within these broad parameters of disaster relief, however, a contract should be entered into to specify that funds will be used to benefit Grand Traverse County residents.

GT Sheriff/Children's Advocacy Center (CAC): The Center is a nonprofit 501(c)(3) corporation, which assists in the investigation, treatment and prosecution of child abuse cases, as well as providing intervention systems to protect children from abuse. The County, through its Sheriff, is authorized to expend money to enforce the criminal laws of the state. MCL Const1963, art 7, § 4. Therefore, the County may grant money to the CAC in furtherance of the above stated purposes. A contract is advised.

Michigan Land Use Institute: The MLUI is a nonprofit corporation whose stated mission is as follows: “[T]o work with citizens, officials, and other organizations to build a prosperous new economy in Michigan, one that expands opportunity by improving our health and environment. Specifically, we promote people-friendly, regional planning; healthy food from local farms; and Michigan's leadership in the new green-energy and clean-water economy.” The grant application requests money to develop a new campaign to promote transportation and commuting options to employees at four major employers within Grand Traverse County, including the County.

Counties may create an economic development commission to promote economic development and provide in the county budget for the expenses of the commission pursuant to MCL 125.1231. In addition, the county may fund. In addition, public transportation studies are a proper function of a county planning commission. MCL 125.104a. Therefore, the requested funds appear to be a lawful county expense. A contract for services is advised.



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Grand Traverse Dyslexia Association (GTDA): GTDA is a nonprofit corporation, whose stated purpose is to provide one-on-one tutoring in reading and spelling, training to tutors and teachers, and community education to enhance awareness of dyslexia and the challenges faced by people with dyslexia. GTDA works with both children and adults with dyslexia in the greater Grand Traverse region including Antrim, Benzie, Kalkaska, Leelanau, Grand Traverse, Roscommon, Otsego, Crawford, and Wexford Counties.

The County itself has no specific statutory authority to provide tutoring and training services to persons with dyslexia. Therefore, in the absence of further statutory authority, it is my opinion that the County is not able to fund the program. It should be noted, however, that the Revised School Code, MCL 380.1 et seq., provides that local school boards have not only the authority but the duty to provide literacy training to children in grades K-12, as well as sensory motor supports and behavior supports. School districts and intermediate school districts would seem to have authority to apply for a grant to fund programs such as those offered by the GTDA pursuant to a written contract for services.

Northwest Michigan Community Action Agency: NMCAA is a non-profit community action agency serving ten counties of Northwest Lower Michigan and operates the home weatherization program, the senior nutrition and meals on wheels programs, the Head Start/Child Development program, and the community services program. The grant money requested would be used "to fill gaps in funding" and to provide financial management services programs for responsible home ownership and foreclosure prevention and financial management workshops targeting low to middle income households. Although many of the services provided by NMCAA are lawful expenses of county government (meals on wheels is a lawful expense related to counties' statutory authority to provide services to persons over the age of 60. MCL 400.571 et seq.), there is no specific statutory authority for a county to provide financial management services. A contract should be negotiated to limit expenditure of funds to those services authorized by statute.

Conclusion

As indicated above, many of the grant requests are for activities the County may either perform itself or for which it may lawfully contract with the grantee. If the Board resolves to provide funds for any of the above organizations, the County must have final authority to make the proposed grants which authority may not be overridden by the Tribal Council. Of course, this does not prevent the County Board from seeking the advice and/or consent of the Tribal Council for any lawful expenditure. The County must also be given authority to negotiate with the grant recipients regarding the terms of any contract for services, and, generally, those services should be limited to Grand Traverse County residents. Contracts should address financial reporting, auditing, review of records and related



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matters. In addition, all expenditures must be approved by a majority vote of this Board. Although I have attempted to discern a statutory or constitutional basis for expenditures made to each of the above organizations, where I have indicated that no statutory or constitutional basis exists for the expenditure, the burden should be upon the organization to cite specific statutory authority for the purpose requested in its grant application.

cc: David Benda, Administrator



**FOR IMMEDIATE
RELEASE**

**Contact: Mary J. Kelley
231-534-7601**

Mary.Kelley@gtbindians.com

THE GRAND TRAVERSE BAND ANNOUNCES \$873,420.23 IN LOCAL 2% FUNDS

Organizations Receive Funds via Tribe's Twice Per Year 2 Percent Allocation

PESHAWBESTOWN, MICHIGAN, JANUARY 17, 2019 -- The Grand Traverse Band of Ottawa & Chippewa Indians is pleased to announce the distribution of \$873,420.23 of gaming revenue allocation to local units of government. The dollars have been allocated to 38 local applicants as part of the Tribe's "2 percent allocation," which takes place twice per year.

Under the terms of a consent decree settling *Tribes v. Engler* (Case no. 1:90-CV-611, U.S. District Court, Western District Michigan), the Grand Traverse Band allocates 2 percent of its video gaming revenue to local units of government, as defined in the stipulation, no later than 60 days after October 1st and March 31st of each year. This payment schedule was modified with the consent of the State of Michigan to July 31st and January 31st of each year because the fiscal year of the Grand Traverse Band's gaming operation is calendar-based.

Since the 2 percent allocation began in 1994, the Grand Traverse Band has allocated **\$38,752,961.81** to local organizations.

"The test for determining the distribution standards, as outlined in *Tribes v. Engler* are: "Each tribe shall determine which local unit or units of government shall receive payments and the amounts thereof; provided however, the guidelines governing the tribes in making said determinations shall be based upon compensating said local units of government for governmental services provided to the tribes and for impacts associated with the existence and location of the tribal casino in its vicinity; and provided further, however...each local unit of government shall receive no less than an amount equivalent to its share of ad valorem property taxes..."

For this 2% cycle, the Tribal Council voted to determine which organizations would receive allocations. Of the 96 applications received, totaling \$2,619,588.69 in requests, the Tribal Council awarded 61 applicants for a total of \$873,420.23.

The Grand Traverse Band will make its decision regarding the first 2019 Two Percent allocation in July 2019.

It is with great pleasure that the Grand Traverse Band of Ottawa & Chippewa Indians is able to provide all citizens of Northern Michigan with these services that are furnished solely by gaming revenues.

2% Funding Received

<u>YEAR</u>	<u>CYCLE</u>	<u>REQUESTED</u>	<u>RECEIVED</u>
2018	1	\$510,415.00	\$39,000.00
	2	\$355,007.00	\$136,410.46
2017	1	\$329,740.00	\$82,564.49
	2	\$300,245.00	\$139,438.19
2016	1	\$603,427.55	\$48,850.86
	2	\$673,868.00	\$228,605.87
2015	1	\$402,188.81	\$14,324.00
	2	\$723,699.08	\$240,525.00
2014	1	\$504,602.21	\$37,325.18
	2	\$620,035.80	\$154,842.48
2013	1	\$1,045,655.23	\$55,000.00
	2	\$917,241.92	\$187,391.92
2012	1		\$47,220.00
	2		\$131,366.96
2011	1		\$49,700.00
	2		\$250,654.02
2010	1		\$143,896.30
	2		\$260,614.40
2009	1		\$19,293.75
	2		\$260,834.00

R E S O L U T I O N

76-2019

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

WHEREAS, The Grand Traverse County Board of Commissioners met in special session on May 22, 2019, and reviewed applications for Tribal Council Allocation of 2% Funds, and,

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

Michigan Indian Legal Services, Inc. - \$10,000.00
GTC/Traverse Bay Children's Advocacy Center - \$30,000.00
Father Fred Foundation - \$15,000.00
Civil Air Patrol – \$30,000.00
BDAI - \$59,840.000
Conflict Resolution Services – \$25,000

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

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

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

APPROVED: May 22, 2019