

1. 8:00 A.M. BOC Packet (2-6-19)

Documents:

[PACKET..PDF](#)

# GRAND TRAVERSE COUNTY BOARD OF COMMISSIONERS

Wednesday, February 6, 2019 @ 8:00 a.m.  
Governmental Center, 2<sup>nd</sup> Floor Commission Chambers  
400 Boardman, Traverse City, MI 49684

## General Meeting Policies:

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

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

## CALL TO ORDER:

### 1. OPENING CEREMONIES, EXERCISES, OR INVOCATION\*

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

### 2. ROLL CALL:

### 3. APPROVAL OF MINUTES:

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

- a. Minutes of January 9, 2019 (Study Session) ..... 3
- b. Minutes of January 16, 2019 (Regular Meeting)..... 5
- c. Minutes of January 23, 2019 (Study Session) ..... 18

### 4. FIRST PUBLIC COMMENT

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

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

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

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

### 5. APPROVAL OF AGENDA

### 6. ACTION ON CONSENT CALENDAR:

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

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

All Information identified on the Consent Calendar can be viewed in it's entirety at [www.grandtraverse.org](http://www.grandtraverse.org).

a.	Receive:	
1)	Grand Traverse County Veterans Affairs Annual Report 2018 .....	19
2)	Northwest Michigan Community Action Agency Minutes of 12-13-18 .....	31
3)	Department of Health & Human Services Board (Pavilions) Minutes of 12-28-18.....	33
4)	County Election to Audit Principal Residence Exemptions .....	36
5)	Correspondence from Shlomo Homnick regarding Pavilions.....	38
b.	Approvals:	
1)	Agreement of Veterans Services with Leelanau County .....	44
2)	Drug and Sobriety Court - Memorandum of Understanding – District Court.....	48
3)	Michigan Municipal Risk Management Authority (MMRMA) Risk Avoidance Program (RAP) Grant – District Court .....	60
4)	Purchase of X-Ray Machine for Hall of Justice .....	70
5)	Work Development Board Members – Recommendation for Appointment .....	118
6)	2019 Hauler Licenses .....	121
7)	Environmental Systems Research Institute (ESRI), GIS (Geographic Information Systems) Software Licenses/Maintenance & Support Renewal.....	123
8)	Board Rules (February 6, 2019) .....	128
c.	Action:	
7.	SPECIAL ORDERS OF BUSINESS:	
	Public Hearing & Consideration for Approval Rennie School Road Development Amended Brownfield Plan .....	149
8.	ITEMS REMOVED FROM CONSENT CALENDAR	
9.	DEPARTMENT ACTION ITEMS:	
a.	Health Department/ Animal Control :	
1)	Purchase of two (2) Animal Control Trucks & (2) Kennel Boxes .....	179
b.	Finance:	
1)	Pollution Liability Insurance for Boardman River Restoration Project .....	193
10.	UNFINISHED BUSINESS:	
11.	NEW BUSINESS:	
12.	SECOND PUBLIC COMMENT (Refer to Rules under Public Comment/Input above.)	
13.	COMMISSIONER/DEPARTMENT REPORTS:	
14.	NOTICES: Current Job Openings/Vacancies on Boards & Committees	
15.	CLOSED SESSION (if needed):	
16.	ADJOURNMENT	

GRAND TRAVERSE COUNTY  
BOARD OF COMMISSIONERS

Study Session  
January 9, 2019

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

OPENING CEREMONIES OR EXERCISES

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

PRESENT: Addison Wheelock, Jr. (8:04), Gordie LaPointe, Brad Jewett, Bryce Hundley, Betsy Coffia, Ron Clous, and Rob Hentschel

PUBLIC COMMENT

**Ann Rogers** opposed the change in the Commissioner's start time.

**Dave Petrov** read an article on Fascism.

**Thomas Wertz** opposed the change in the Commissioner's start time.

**Bill Vockel** opposed the change in the Commissioner's start time.

ADDITION TO AGENDA

Moved by Hentschel, seconded by Jewett to add discussion of the Resolution in Support of the DNR Common Merganser Control Program.

Roll Call Vote: Yes 1, No 6

Nay: LaPointe, Jewett, Hundley, Coffia, Clous and Wheelock

Motion failed.

BUDGET AND FINANCIAL INFORMATION/PENSION OBLIGATION

Nate Alger, County Administrator, Chris Forsyth, Deputy County Administrator and Dean Bott, Finance Director, gave a detailed explanation of the following information and answered Commissioners' questions.

- \* 2019 Budget Memo
- \* 2019 Revenues All Funds
- \* 2019 Expenditure Report All Funds
- \* Grand Traverse County – Accounting and Budgeting Basics
- \* List of Funds
- \* Enterprise Funds
- \* County Building Authority
- \* Drain Revolving Fund
- \* Budget to Actual Revenue and Expenditure Report (unaudited)
- \* 2018 MERS Valuation
- \* Amortization Extension Agreement – MERS



Chairman Hentschel requested that due to the volume of information and questions regarding the pension obligation, he would like staff to contact a MERS representative and invite them to attend a study session so the Commissioners can discuss in more detail the pension obligation. This issue will be added to the January 23, 2019 study session, if a MERS representative can attend.

PUBLIC COMMENT

**Tom Bensley**, Sheriff, spoke about the Sheriff's Office's budget.

NOTICES

**January 16, 2019, 8:00 a.m. - Regular Board Meeting**

**January 23, 2019, 8:00 a.m. - Study Session**

ADJOURNMENT

Meeting adjourned at 10:14 a.m.

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

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

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

GRAND TRAVERSE COUNTY  
BOARD OF COMMISSIONERS

Regular Meeting  
January 16, 2019

Chairman Hentschel called the meeting to order at 8:03 a.m. at the Governmental Center.

OPENING CEREMONIES OR EXERCISES

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

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

APPROVAL OF MINUTES

Minutes of December 19, 2018 – Regular Meeting

Minutes of December 26, 2018 – Special Meeting

Minutes of January 2, 2018 – Organizational Meeting

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

PUBLIC COMMENT

**Sue McCraven** made comments about the ESLA DNR Resolution

**Ron Reimink** Freshwater Solutions, LLC made comments about the ESLA, DNR Resolution

**Andrea Garing** requested BOC support her request to have DHHS video tape their meetings.

**Scott Blair** opposed to Invocation Policy

**Harry Dorman** opposed to Invocation Policy

**Brenda Rusch** opposed to Invocation Policy

**Stan Verheul** supports Odgers for TADL Board and opposed to Invocation Policy and morning meetings

**Kay Keating** opposed to Invocation Policy

**Bonnie Spanier** supports Odgers for TADL Board

**Dave Petrove** spoke about Democracy

**Carol Shuckra** opposed to Invocation Policy, morning meetings and adding additional items to the agenda.

**Matthew French** supports Invocation Policy

**Steve Horne** opposed to Invocation Policy and morning meetings.

**Ted Iorio** opposed to Invocation Policy and morning meetings

**Ann Rogers** opposed to morning meetings

**Barb Willing** supports Invocation Policy and morning meetings

**Linda Pepper** opposed to morning meetings

**Eric Dryer** opposed to morning meetings

**Marie Mallar** opposed to Invocation Policy

**Matthew Schoech** spoke about our Republic form of government

**Jason Gillman** spoke about the TADL agreement and the process of appointing board members

**John Coleman** opposed to morning meetings

**Susan Odgers** spoke about her appointment to the TADL Board

#### APPROVAL OF AGENDA

Add: Commissioner Wheelock Conflict of Interest notice under New Business

Rearrange order under Old Business: 10b, Discussion of Board Rules and 10c Invocation Policy

Remove from agenda (postpone indefinitely): 11a, Code of Ethics/Conflict of Interest Policy

Moved by Wheelock, seconded by LaPointe to approve the agenda as amended.

Roll Call Vote: Yes 6, No 1

Nay: Hentschel

#### CONSENT CALENDAR

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

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

#### A. RECEIVE AND FILE

1. Northwestern Regional Airport Commission minutes of November 20, 2018 – *Removed from Consent Calendar.*

2. Department of Health & Human Services Board meeting minutes of November 27, 2018
3. Grand Traverse Conservation District – December 2018 report – *Removed from Consent Calendar.*
4. Road Commission – January report
5. Tradewinds letter dated January 8, 2019

#### B. APPROVALS

1. Resolution 2-2019  
Commission on Aging  
Acceptance of \$25,000 donation  
Dave P. Sheetz Foundation
2. Resolution 3-2019  
Boards & Committees  
Brownfield Redevelopment Authority  
Appointment of John Peck
3. Resolution 4-2019  
Emergency Management  
CodeRED Emergency Alert System  
Annual Maintenance Renewal
4. December 2019 Claims – *Removed from Consent Calendar.*
5. Michigan Department of Natural Resources Common Merganser Control Program – *Removed from Consent Calendar.*
6. Resolution 5-2019  
Central Dispatch/911  
West Safety Solutions Inc  
911 Call Handling System  
Annual Maintenance Contract Renewal

#### ACTION ON THE CONSENT CALENDAR

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

b-5	Page 93	By Commissioner LaPointe
a-1	Page 16	By Commissioner Hundley
a-3	Page 24	By Commissioner Clous
b-4	Page 69	By David Petrove

Moved by Coffia, seconded by Jewett to approve the Consent Calendar minus items b-5, a-1, a-3 and b-4. Motion carried.

ITEMS REMOVED FROM CONSENT CALENDAR

**b-5 Michigan Department of Natural Resources Common Merganser Control Program (The Program)**

An amended Resolution was distributed. Corrections to the Resolution include reflecting a six year period from 2019 through 2024, the permit is for Elk and Skegemog Lakes and the relocation method used will be a trap and release method.

Sue McCraven Elk-Skegemog Lakes Association (ESLA) Board and Ron Reimink Freshwater Solutions LLC, spoke about the Merganser Control Program and answered Commissioners' questions.

Wendy Hirschenberger, Health Officer, and Dan Thorell, Environmental Health Director, answered Commissioners' questions.

Resolution 6-2019

Michigan Department of Natural Resources (DNR)  
Common Merganser Control Program

Moved by LaPointe, seconded by Clous to approve Resolution 6-2019. Motion carried.

Commissioners took a break at 9:46 a.m.

Commissioners returned to regular session at 9:55 a.m.

**a-1 Northwestern Regional Airport Commission minutes of November 20, 2018**

Moved by Hundley, seconded by Clous to Receive and File the Northwestern Regional Airport Commission minutes of November 20, 2018. Motion carried.

**a-3 Grand Traverse Conservation District – December 2018 Report**

Commissioner Clous requested that the Drain Commissioner give a report of his activities to the Board of Commissioners in the future.

Moved by Clous, seconded by Jewett to Receive and File the Grand Traverse Conservation District – December 2018 Report. Motion carried.

**b-4 December 2019 Claims**

Dean Bott, Finance Director, answered David Petrove's questions regarding "Confidential" expenditures.

Resolution 7-2019

Finance  
December 2018 Claims

Moved by LaPointe, seconded by Wheelock to approve Resolution 7-2019. Motion carried.

## SPECIAL ORDERS OF BUSINESS

None

### DEPARTMENT ACTION ITEMS

#### **a. Parks & Recreation**

- 1) Request to Execute a Recreational Trail Easement for the Boardman Lake Loop Trail Project.

Kristine Erickson, Parks and Recreation Director, explained request for the easement for the Boardman Lake Loop Trail Project.

Resolution 8-2019  
Parks & Recreation  
Boardman Lake Loop Trail  
Recreational Trail Easement

Moved by LaPointe, seconded by Clous to approve Resolution 8-2019.  
Motion carried.

#### **b. Facilities**

- 1) Jail – Completion of Observation Cells and Meeting Rooms

Joe Berry, Facilities Director, and Todd Ritter, Jail Administrator, explained the jail remodeling project.

Tom Bensley, Sheriff, spoke about the need for additional modifications to the jail in the future.

Resolution 9-2019  
Jail  
Hallmark Construction  
Jail Upgrades

Moved by Clous, seconded by Jewett to approve Resolution 9-2019.  
Motion carried.

- 2) Law Enforcement Center – Security Camera Installation

Todd Ritter, Jail Administration, was available to answer Commissioners' questions.

Resolution 10-2019  
Law Enforcement Center  
Engineered Protection Systems, Inc (EPS)  
Security Camera Installation

Moved by Wheelock, seconded by Clous to approve Resolution 10-2019.  
Motion carried.

- 3) Lawn Care Contract  
Joe Berry, Facilities Director, indicated that only one vendor replied to the RFP.

Commissioner Wheelock disclosed that he does occasional work for Johnson Outdoors.

Resolution 11-2019  
Facilities  
Johnson Outdoors  
Lawn Care Contract

Moved by Coffia, seconded by Clous to approve Resolution 11-2019.  
Motion carried.

**c. Veterans Affairs**

- 1) Vehicle Purchase Request  
Mike Roof, Veterans Affairs Director, explained the request for a new vehicle to be used by the Veterans Affairs' staff.

Resolution 12-2019  
Veterans Affairs  
Bill Marsh  
Vehicle Purchase

Moved by Wheelock, seconded by Clous to approve Resolution 12-2019.  
Roll Call Vote: Yes 6, No 1  
Nay: Hentschel

**d. IT**

- 1) Advance Public Safety, APS by Central Square Technology Software Licenses/Maintenance & Support Renewal  
Ming Mays, IT Director, explained the request for the license/maintenance & support renewal with APS.

Resolution 13-2019  
IT  
Advance Public Safety (APS) Software by  
Central Square Technology  
APS Software Licenses/Maintenance and  
Support Renewal

Moved by Wheelock, seconded by Hundley to approve Resolution 13-2019.  
Motion carried.

2) ImageSoft and OnBase by Hyland Software Licenses/Maintenance & Support Renewal

Ming Mays, IT Director, explained the request for the licenses/maintenance and support renewal with Hyland Software.

Resolution 14-2019

IT

Hyland Software Inc

ImageSoft and OnBase Licenses/Maintenance and  
Support Renewal

Moved by Wheelock, seconded by Hentschel to approve Resolution 14-2019.  
Motion carried.

**e. Administration/Finance**

1) MERS Defined Benefit Pension Payment for 2019

Nate Alger, County Administrator, indicated that this payment to MERS was the 2019 budgeted amount.

Resolution 15-2019

Finance

MERS 2019 Payment

Moved by Wheelock, seconded by Coffia to approve Resolution 15-2019.  
Roll Call Vote: Yes 7

OLD/UNFINISHED BUSINESS

**a. AVST Voicemail System Maintenance Renewal**

Ming Mays, IT Director, indicated that this is a one year renewal for call handling.

Resolution 16-2019

IT

ConvergeOnce

AVST Voicemail System Renewal

Moved by Wheelock, seconded by Clous to approve Resolution 16-2019.  
Motion carried.

**b. Invocation Policy**

Commissioner Coffia provided a proposed amendment to the original Invocation Policy, renamed Policy for a Moment of Silence, which was included in the agenda packet.

Motion to not have an Invocation Policy

Moved by Wheelock, seconded by Coffia to not have an Invocation Policy.

Roll Call Vote: Yes 3, No 4

Nay: LaPointe, Clous, Jewett, and Hentschel

Motion failed.



Motion to include Commissioner Coffia's amendment to the Invocation Policy

Moved by LaPointe, seconded by Coffia to approve Commissioner Coffia's amended Invocation Policy, renamed Policy for a Moment of Silence. Commissioner LaPointe withdrew his motion.

Motion to approve original Invocation Policy

Moved by LaPointe, seconded by Clous to approve the original Invocation Policy included in the agenda packet.

Motion in include Commissioner Coffia's amendment to Invocation Policy

Moved by Hundley, seconded by Coffia to amend Commissioner LaPointe's motion to approve the original Invocation Policy to be the amended Invocation Policy, renamed Policy for a Moment of Silence, provided by Commissioner Coffia.

Chairman Hentschel denied the request to add the amendment to the motion.

Commissioner Coffia appealed to the entire board to allow adding Commissioner Hundley's motion for an amendment to Commissioner LaPointe's motion.

Motion appealing the decision of the Chair not to include the amendment

Moved by Coffia, seconded by Hundley – Shall the decision of the chairman be sustained?

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

Nay: Hundley, Coffia and Wheelock

Abstain: Hentschel

Tie Vote

Kit Tholen, Deputy Civil Counsel, explained that a tie vote sustains the decision of the Chairperson, and loses the appeal, per 12.2 of the Board Rules.

PUBLIC COMMENT

**Ann Rogers** indicated that if the original Invocation Policy is passed, it will be contested.

**David Petrove** opposed to Invocation Policy

**Stan Verheul** opposed to Invocation Policy

**Katie Bean-Larson** opposed to Invocation Policy

**Ted Iorio** opposed to Invocation Policy

Vote on motion to approve the original Invocation Policy

Vote on the motion made by LaPointe, seconded by Clous to approve the original Invocation

Policy, Resolution 17-2019, included in the agenda packet.

Roll Call Vote: Yes 4, No 3

Nay: Wheelock, Hundley, and Coffia

Resolution 17-2019  
Policies and Procedures  
Invocation Policy

**c. Board Rules of Order**

Chris Forsyth, Deputy Administrator, indicated that he had drafted the Board Rules of Order based on the suggested changes from the Organizational Meeting.

Commissioners went through the Board Rules which are listed in the packet on pages 185 to 205 and voted on changes that were made in blue or red ink and the additions included by Commissioners (See file for copy of proposed changes):

Page 185 – OK

Page 186 – Section 2.3 Moved by Coffia, seconded by Clous to accept changes written in blue and to remove “or an Elected County Official” and change cancellation of a study session to be 48 hours prior to the meeting. Motion carried.

Page 187 – Section 2.8 – Moved by Coffia, seconded by Jewett to accept changes written in blue and to change “by the time of 10:00 p.m.” to “beyond 4 hours from call to order”. Motion carried.

Page 188 – Section 4.1 - Moved by Coffia, seconded by Jewett to accept changes written in blue. Motion carried.

Page 189 – Section 5.2 - Moved by Hundley, seconded by Coffia to accept changes written in red. Motion carried.

Page 190 - 191 – Section 5.4a Moved by Clous, seconded by Wheelock, to accept changes in blue (continued on page 191). Motion carried.

Page 190 - 191 – Section 5.4e - Moved by Wheelock, seconded by Coffia to remove 5.4e (continued on page 191). Roll Call Vote: Yes 5, No 2, Nay Clous and Hentschel.

Page 192 – OK

Page 193 – 195 – OK

Page 196 – Section 10.3.3 – Moved by Hundley, seconded by Clous to accept changes in blue and red. Motion carried.

Page 197 – Section 10.3.6 – Moved by LaPointe, seconded by Clous to accept the changes in blue. Motion carried.

Page 198 – Section 10.3.11 – Moved by Clous, seconded by Jewett to accept the changes in blue and red. Motion carried.

Page 199 – OK

Page 200 – Section 11.3 – Moved by Clous, seconded by Wheelock to accept the changes in red. Motion carried.

Page 201 – OK

Page 202 - 203 – Section 14(1-4) - Moved by Clous, seconded by Coffia to accept the changes in blue (continued on page 203). Motion carried.

Page 204 to 205 - OK

Moved by Wheelock, seconded by Jewett to allow staff to make additional formatting and spelling corrections to the Board Rules of Order. Motion carried.

Staff will bring the amended Board Rules back to the Board for final approval.

Commissioners took a break at 12:40 p.m.

Commissioners returned to regular session at 12:43 p.m.

- d. Motion to Rescind Appointment to Traverse Area District Library (TADL) Board**  
Kit Tholen, Deputy Civil Counsel, summarized the legal memo he provided to the Commissioners regarding the motion made on January 2, 2019 to rescind the appointment of Susan Odgers to the TADL Board that was made on December 19, 2018.

Motion to take legal counsel's advice regarding invalidating appointment of Odgers to TADL Board

Moved by Jewett, seconded by Clous to take the advice of legal counsel that the Board pass a resolution which declares that the December 19, 2018 purported appointment of Ms. Odgers was ineffective, has no effect, and is invalid. This resolution should cite to the two Judge Rodgers opinions so that the public is directed to the guiding principles and the standing position of the 13<sup>th</sup> Circuit Court on this issue.

Kit Tholen, Deputy Civil Counsel, indicated that if they rescind the TADL appointments made on December 19, 2018, it will rescind both Susan Odgers and Stephanie Mathewson's appointments. The appointment, ratification or rescission of each applicant should be handled separately.

Commissioner Jewett withdrew his motion.

Motion to appoint Stephanie Mathewson to TADL Board

Moved by Wheelock, seconded by Coffia to appoint Stephanie Mathewson to the TADL Board for the partial term ending 12/31/2021.

PUBLIC COMMENT

**Stan Verheul** made comments about the appointment process for the TADL Board

**Tom Mair** indicated that the TADL agreement may not have been accepted by the Library of the State of Michigan.

**David Petrove** made comments about TADL appointments.

**Ann Rogers** made comments about TADL appointments.

**John Nelson** made comments about the TADL appointments.

Motion carried.

Motion to take legal counsel's advice regarding invalidating appointment of Odgers to TADL Board

Moved by Jewett, seconded by Clous to take the advice of legal counsel that the Board pass a resolution which declares that the December 19, 2018 purported appointment of Ms. Odgers was ineffective, has no effect, and is invalid. This resolution should cite to the two Judge Rodgers opinions so that the public is directed to the guiding principles and the standing position of the 13<sup>th</sup> Circuit Court on this issue.

PUBLIC COMMENT

**Tom Mair** made comments about the Commissioners' process regarding trying to rescind the appointment of Susan Odgers.

**Jason Gillman** made comments about the TADL Memorandum of Understanding

**Ann Rogers** supports appointment of Susan Odgers to the TADL Board

**Geraldine Green** supports appointment of Susan Odgers to the TADL Board

**David Petrove** supports appointment of Susan Odgers to the TADL Board

**Mike Vickery** indicated that Jason Gillman is speaking as a private citizen and does not represent the TADL Board

**Bonnie Spanier** made comments about the TADL board appointments

**Stan Verheul** supports appointment of Susan Odgers to the TADL Board

**Tom Mair** made comments about rescinding a vote made by a previous Board.

Motion to Amend motion invalidating Odgers previous appointment to TADL to include this Board appointing Odgers to the TADL Board

Moved by Coffia, seconded by Hundley to amend Commissioner Jewett's motion to include that this Board take the unanimous recommendation of the Ad Hoc committee that interviewed the candidates, and appoint Susan Odgers to the TADL Board for a 4 year term.

PUBLIC COMMENT

**Jason Gillman** requested the Commissioners vote separately on the original motion and the amendment to the motion.

**Bonnie Spanier** made comments about the TADL appointment.

**David Petrove** made comments about the TADL appointment.

Vote on Commissioner Coffia's Amendment to include appointing Odgers to the TADL Board

Vote on Commissioner Coffia's amendment to Commissioner Jewett's motion regarding declaring the appointment of Ms. Odgers ineffective, has no effect, and is invalid to include that this Board take the unanimous recommendation of the Ad Hoc committee that interviewed the candidates, and appoint Susan Odgers to the TADL Board for a 4 year term.

Roll Call Vote on Amendment: Yes 4, No 3

Nay: Clous, Jewett and Hentschel

Motion invalidating previous Board's appointment of Odgers to TADL Board plus the amendment to have this Board appoint Odgers to the TADL Board

Moved by Jewett, seconded by Clous to take the advice of legal counsel that the Board pass a resolution which declares that the December 19, 2018 purported appointment of Ms. Odgers was ineffective, has no effect, and is invalid. This resolution should cite to the two Judge Rodgers opinions so that the public is directed to the guiding principles and the standing position of the 13<sup>th</sup> Circuit Court on this issue. In addition, this Board take the unanimous recommendation of the Ad Hoc committee that interviewed the candidates, and appoint Susan Odgers to the TADL Board for a 4 year term.

Roll Call Vote: Yes 6, No 1

Nay: Hentschel

NEW BUSINESS

a. **Code of Ethics/Conflict of Interest Policy – *Removed from agenda***

b. **Resolution in Appreciation of Funding Received (Schmidt and Inman)**

Resolution 18-2019

Expression of Gratitude to Michigan

Senator Wayne Schmidt and

Representative Larry Inman

For their Efforts in Securing State Funds for

Grand Traverse County

Moved by LaPointe, seconded by Jewett to approve Resolution 18-2019.

Motion carried.

c. **Conflict of Interest Notice – Commissioner Wheelock**

Commissioner Wheelock indicated that he will be doing work for the Sheriff's Office.

No County facilities or employees will be used to fulfill this work by Wheelock and Sons Welding, Inc.

PUBLIC COMMENT

**Mike Vickery** made comments about the TADL Memorandum of Understanding.

**Ann Rogers** indicated that a lot of the work done at this meeting should have been done at a study session.

**Linda Colbert** opposed to the morning meetings.

COMMISSIONER/DEPARTMENT REPORTS

Nate Alger, County Administrator, requested they add a February 13<sup>th</sup> Study Session to discuss the Ethics and Conflict of Interest since a MERS representative would be attending on the January 23<sup>rd</sup> Study Session to talk about the pension obligation.

Commissioner Wheelock indicated that Northwest Michigan Orchard and Vineyard show was in process at the Grand Traverse Resort.

NOTICES

**January 23, 2019 – Study Session**

**February 6, 2019 – Regular Meeting**

**February 13, 2019 – Study Session**

CLOSED SESSION

None

Meeting adjourned at 2:45 p.m.

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Bonnie Scheele County Clerk

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Rob Hentschel, Chairman

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

GRAND TRAVERSE COUNTY  
BOARD OF COMMISSIONERS

Study Session  
January 23, 2019

Chairman Hentschel called the meeting to order at 8:01 a.m. at the Governmental Center.

OPENING CEREMONIES OR EXERCISES

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

PRESENT: Addison Wheelock, Jr. (8:03 am), Gordie LaPointe, Brad Jewett, Bryce Hundley, Betsy Coffia, Ron Clous, and Rob Hentschel

PUBLIC COMMENT

David Petrove – spoke on the flag, pledge of allegiance and invocation policy.

Matthew Schoech – spoke on finances.

MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM (MERS) PRESENTATION

Tony Radjenovich, MERS Regional Manager, Jeb Burns, Chief Investment Officer, and Erin Boetman, Customer Relation Director, presented the MERS Overview and answered Commissioners' questions.

Commissioners took a break at 10:03 a.m.

Commissioners returned to regular session at 10:12 a.m.

PUBLIC COMMENT

Ann Rogers – spoke on the meeting time.

David Petrove – spoke on the confidential expense.

Matthew Schoech – spoke on sustainability and investment policies.

NOTICES

**Commissioners will be touring the County Departments on January 24<sup>th</sup> and 29<sup>th</sup>.**

**February 6, 2019, 8:00 a.m. - Regular Board Meeting**

**February 13, 2019, 8:00 a.m. - Study Session**

ADJOURNMENT

Meeting adjourned at 11:25 a.m.

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Sarah B. Lutz, County Clerk

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Rob Hentschel, Chairman

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

TO THOSE IN UNIFORM SERVING TODAY AND TO  
THOSE WHO HAVE SERVED IN THE PAST, WE  
HONOR YOU TODAY AND EVERY DAY!



GRAND TRAVERSE COUNTY DEPARTMENT OF  
VETERANS AFFAIRS

# ANNUAL REPORT

## 2018

GRAND TRAVERSE COUNTY DEPARTMENT OF VETERANS AFFAIRS  
2650 LAFRANIER RD, TRAVERSE CITY, MICHIGAN 49686



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This 2018 annual report is a compilation of data from various sources to show the direct impact that Veterans and their families have on Grand Traverse County. The Veteran Services Center assists them in applying for compensation, pension, healthcare, education and a wide variety of other benefits for which they are entitled. This, in turn, affords them the opportunity to maintain a livelihood and take advantage of the many things Grand Traverse County has to offer.

Veterans and their families are a cornerstone in this county and provide an invaluable economic impact. With the assistance of the various veterans organizations here in Grand Traverse County and other outreach programs, we ensure Veterans are made aware and maximize all the benefits and resources available to them. We work diligently to enrich the lives of every Veteran and their dependents that call Northern Michigan home.

The staff here at Grand Traverse County Department of Veterans Affairs are proud of our accomplishments over the last year and the continued growth we are experiencing. We strive to provide the best services to the Veterans and their dependents of Grand Traverse County for the sacrifices they have made while serving our country.

## **MISSION STATEMENT**

The Grand Traverse County Veterans Affairs Office strives to provide professional assistance to veterans and their families with understanding and accessing available benefits through Federal, State of Michigan and local government agencies.

## **BACKGROUND**

The Grand Traverse County Department of Veterans Affairs (GTCVA) was created November 27, 1991 by Grand Traverse County Commissioners resolution 277-91 of adoption of Michigan Act 192 of 1953 "An act to create a county department of veterans' affairs in certain counties, and to prescribe its powers and duties; to create the county veteran service fund and to provide for contributors to and expenditures from that fund; and to transfer the powers and duties of the soldier's relief commission in those counties."

The Grand Traverse County VA Committee is comprised of 7 veterans appointed by the Grand Traverse County Commissioners for 2-4 year terms. The office is comprised of a Director, an Office Specialist and 3 Benefit Counselors (Veteran Service Officers).

The Grand Traverse County Board of Commissioners established a levy of .1185 mills in 2016. This millage provided \$ 549,700 in FY 2017, and \$ 564,770 in FY 2018.

Our office had Memorandum of Understandings (MOUs) with Benzie and Leelanau counties until the end of 2018. In 2018, Benzie paid \$33,401 and Leelanau paid \$46,618 for veteran services provided to their counties. During this MOU, GTCVA would staff their office one day a week (Monday- Benzie, Tuesday- Leelanau) in their counties to see and assist their veterans. In November 2018, Benzie decided not to renew the contract for 2019 and hired their own Veteran Service Officer. The contract with Leelanau is ongoing.

The FY 2018 Operating Budget was \$646,269.64

## DIRECTOR'S COMMENTS

Shortly after I took over as Director on January 3, 2018, I successfully worked with the staff on creating more structure through new office procedures. The office had been without a Director for several months. By the end the first quarter of FY 2018, I had also worked with the VA Committee on creating the Grand Traverse County VA Committee Bylaws. This was the first set of Bylaws utilized by the VA Committee.

Throughout FY 2018, the office adapted to changes in technology and opportunities they provide. The purchase of a new copier/fax machine made the office printing and copying more efficient. Our office underwent a complete remodel of old office space that was in a different part of the building for a total cost of \$55,101.29. This allowed all offices to be located within the same area and with updated furniture.

The office switched from a closed solution to the Michigan State Solution of Vetraspec. We had over 14,000 veterans records transferred to our new Vetraspec information database which is utilized by most county offices. This system provides our staff with immediate access to current veteran information, automated forms completion and scanned documents. This system enhances our ability to consistently and efficiently deliver veterans' benefits assistance to our veterans and their families. This created an annual savings of \$2,500 as the Michigan Veterans Affairs Agency pays for the software for each county.

Throughout FY 2018, the Director and all staff attended various veteran benefits training conferences, including: Michigan Association of County Veteran Counselors Training conferences, National Association of County Veteran Service Officers training conference, US Department of Veteran Affairs (USDVA), America's Warrior Partnership, Michigan Veterans Affairs Agency (MVAA) and Training, Responsibility, Involvement & Preparation (TRIP) training. This accreditation helps ensure that our benefits counselors are properly trained, up-to-date on veterans benefit laws and prepared to provide quality service to veterans and families.

Our staff participated in or presented in various Veterans Day ceremonies with the Senior Care Network. Staff also represented our office with various community organizations, which include: Grand Traverse Veterans Coalition, Reining Liberty Ranch, Parkinson's Network North, Michigan Works!, Senior Care Network, Grand Traverse County Parks & Recreation, Grand Traverse Public Health, Area Agency on Aging of Northwest Michigan, Bay Area Senior Advocates (BASA), Habitat for Humanity, Warrior Sailing, NMC BBQ, DK5K Race, Vets Center, Northern Michigan Fair and North Michigan Community Action Agency. Our staff also made presentations at several funeral homes and numerous senior care facilities in Grand Traverse County.

In addition to representing Grand Traverse County, the Director holds the position of National Service Director with the National Association of County Veterans Service Officers (NACVSO). This keeps the office connected to the U.S. Department of Veterans Affairs in Washington, D.C.

Throughout this report, you will notice statistics and information regarding our workload and the amount of funds which are expended on veterans' benefits in Grand Traverse County. Please keep in mind that our office is not dealing with numbers and statistics, but the lives of those who served our country.

If there are any questions regarding this report or our office, please feel free to contact me.

Respectfully submitted,

*Michael W. Roof*

Michael W. Roof  
Director

## US DEPARTMENT OF VETERANS AFFAIRS EXPENDITURES

The statistics within this report are from the latest GDX report released February 2018.

The chart below summarizes the monetary benefits expended to Benzie, Grand Traverse, and Leelanau County veterans and their dependents for Federal Benefits during Fiscal Year ending on September 30, 2018.

	<b>POP</b>	<b># of Compensation</b>	<b># of Pension</b>	<b>Comp &amp; Pen \$</b>
<b>Benzie</b>	1,728	308	23	\$ 5,997,000
<b>Grand Traverse</b>	6,298	1,391	102	\$ 25,500,000
<b>Leelanau</b>	1,826	238	15	\$ 4,353,000

County/ Congressional District	Veteran Population*	Total Expenditure	Compensation & Pension	Construction	Education & Vocational Rehabilitation/ Employment	Loan Guaranty#	General Operating Expenses	Insurance & Indemnities	Medical Care	Unique Patients**
BENZIE	1,728	\$ 9,647	\$ 5,997	\$ -	\$ 369	\$ -	\$ -	\$ 57	\$ 3,226	496
GRAND TRAVERSE	6,298	\$ 40,866	\$ 25,508	\$ -	\$ 2,896	\$ -	\$ -	\$ 928	\$ 11,535	1,713
LEELANAU	1,826	\$ 7,367	\$ 4,353	\$ -	\$ 304	\$ -	\$ -	\$ 114	\$ 2,596	412

## COUNTY VETERANS' AFFAIRS

The data below is snapshot into the scope of work from FY 2018.

### OFFICE STATISTICS– FY 2018

#### ***Office Visits***

Grand Traverse	2,287
Benzie	285
Leelanau	92

#### ***Phone Calls***

Incoming	14,255
Outgoing	8,771

### BURIAL & MARKER EXPENSES – FY 2018

Michigan Public Act 235 of 1911 (MCL 35.801-35.804) mandates the payment by the county of \$300 towards the burial of eligible veterans and their spouses and to set government markers. It is the duty of the Veterans Affairs Committee to administer this program.

In FY 2018, we processed 44 applications for burial benefits. Our office approved 48 County Burial Allowance applications for a total expenditure of \$ 13,200.00 We also approved 14 Marker Installation applications for a cost of \$ 675.17. The total spent for burial allowances and marker installations was \$13,875.17.

#### ***County Burial / Marker Applications***

Grand Traverse	58
Benzie	10
Leelanau	22

#### ***Grand Traverse County Burial Expenditures***

\$ 13,875.17

## **RELIEF EXPENSES – FY 2018**

Under Michigan Act 214 of 1899 states the county board of commissioners of each county shall annually levy a tax, not exceeding 1/10 of a mill on each dollar, to be levied and collected as provided by law, upon the taxable property of each township and city, for their respective counties, for the *purpose of creating a fund for the relief of honorably discharged indigent members of the Army, Navy, Air Force, Marine Corps, Coast Guard, and women's auxiliaries and the indigent spouses, minor children, and parents of each indigent or deceased member who served during a period of war as described in 38 CFR 3.2.*

The emergency relief budget for FY 2018 was \$30,000.

### **Emergency Relief Applications**

18 Approved

### **Annual Relief Expenditures**

\$ 14,214.08



## MICHIGAN VETERANS TRUST FUND



In 1946, the Michigan Veterans Trust Fund was created from \$50 million in post-World War II reserve funds. From utility bills to home repairs to medical costs, the Michigan Veterans Trust Fund (MVTF) offers combat-era veterans and their families a way to overcome unexpected expenses and get back on their feet financially.

The Grand Traverse County Department of Veterans Affairs has four Trust Fund Agents that assist veterans in applying for this financial assistance program. *The MVTF provides another avenue of financial assistance to veterans and their families at NO COST to Grand Traverse County taxpayers.*

### **FY 2018 MVTF DETAILS**

	Withdrawn	Approved	Partial Approval	Disapproved	# of People Assisted	#of Paid Grants	Total # of Apps
Benzie	0	7	0	3	14	9	10
Grand Traverse	1	24	2	9	58	36	36
Leelanau	1	1	0	0	2	1	2

### **Types of Assistance Granted**

County	Shelter	Utilities	Transportation	Medical	Misc	Total	
Benzie	\$ 4,466.64	\$ 708.31	\$ 1,024.80	\$ 459.75	\$ 1,220.37	\$ 7,879.87	
Grand Traverse	\$ 13,856.96	\$ 5,642.99	\$ 6,297.51	\$ 1,884.00	0	\$ 27,681.46	
Leelanau	0	\$ 497.79	0	0	0	\$ 497.79	

## STRATEGIES FOR 2019

### *Assist in forming Veterans Treatment Court*

We have been awarded a Veterans Treatment Court Planning Initiative grant from Justice for Vets. The grant pays for trainers to travel to our area to train the Veterans Court Team. This is scheduled to take place in September 2019. We are currently getting daily jail reports that show the number of veterans incarcerated overnight and those currently booked in the GTC jail.

### *Expand Outreach*

We have set up outreach in several different locations to help assist veterans and their dependents in learning about VA benefits. Every Friday we will rotate locations: Kingsley library, Interlochen library, Leelanau Government Center, and Mill Creek Elementary. We will also be at Reining Liberty Ranch every Thursday afternoon to provide assistance to veterans utilizing services at their location.

### *New Vehicle Purchase*

Due to the outreach expansion, the board has approved the purchase of a 2019 Dodge Durango. This has been put before the Grand Traverse County Commissioners for final approval in January 2019. The department has been without a department vehicle for over a year. We have a tent, table, chairs and marketing materials that will need to be transported to all outreach events.

### *New Partnerships*

We have partnered up with the Senior Center Network to help pay for various health classes for area senior veterans. These classes are provided at a low cost of \$2 - \$5 per class. A punch card will be provided to veterans for \$2 off any class at the Senior Center. This is to help promote active living among veterans who are on a fixed monthly budget.

### *DAV Transportation*

At the end of December 2018, we started taking the calls from the Disable American Veterans (DAV) transportation line. We take all phone calls from veterans needing transportation for VA medical appointments and send a daily report to the DAV transport dispatcher.

## Staff

### **Director**

Michael W. Roof

### **Office Specialist**

Michael Redmond

### **Veteran Service Officers**

Erin Whitney

Chris Dailey

Lucas Clark

## 2018 VA Committee Members

### **Chairman**

Robert “Art” Eisner

### **Vice-Chairman**

Ron Hofmeister

### **Secretary**

John Block

Neal Horning

Laverne Broughton

Jakob Rossi

Jim Wegener

**NORTHWEST MICHIGAN COMMUNITY ACTION AGENCY, INC.**  
**Board of Directors Meeting – December 13, 2018**

**PRESENT:**

Art Jeannot  
Tom Kelley  
Tonya Schroka  
George Lasater  
Larry Levengood  
Rev. Gerald Cook  
Louis Fantini  
Lindsey Walker  
Carol Smith  
Carolyn Rentenbach  
Pam Niebrzydowski  
Jeff Miller  
Judy Nichols (remote)

**ABSENT:**

Ed Boettcher (E)  
Crystal Abramczyk (E)  
Jonathon Scheel  
Mary Klein (E)  
Brenda DeKuiper (E)  
Patty Cox (E)  
Debbie Bishop (E)  
Tony Ansorge (E)  
Grace Ronkaitis (E)  
Marc Milburn (E)  
Ralph Stephan (E)  
Jennifer Smith  
Tom Olmsted  
Gillian Gines (E)

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

Betsy Rees, Human Resources Manager, introduced Julie McNally. Julie will be working with Betsy and Executive Director, Kerry Baughman as an Administrative Specialist. She will also be another contact for Board members. Welcome Julie.

**AGENDA**

Rev. Gerald Cook requested approval for the meeting Agenda.

Motion by Peachy Rentenbach, supported by Louis Fantini, that the meeting agenda be approved as revised. Motion carried.

**MINUTES OF PREVIOUS MEETING**

The minutes of the November 15, 2018 meeting of the Board of Directors were presented for Board action.

Motion by Louis Fantini, supported by Tonya Schroka, that the minutes of the November 15, 2018 Board of Directors meeting be approved as revised. Motion carried.

**MEMBERSHIP ANNOUNCEMENTS**

Kerry Baughman, Executive Director, announced that Yvonne Donohoe will no longer be able to serve on the Board.

**PUBLIC INPUT**

None.

NMCAA Board of Directors Meeting

December 13, 2018

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\$8,820,460 in federal funds. Total agency federal expenditures are \$15,232,171; 58% of the total federal funds were tested.

### **NMCAA COMMUNITY NEEDS ASSESSMENT**

Kris Brady, Director of Community Services and Tish Stave, FMS Utility Coordinator, reviewed the 2018 Community Needs Assessment (CNA) survey results. The 2018 NMCAA Strategic Plan Goal #1 states that "Community needs guide NMCAA programs and services". The CNA also allows NMCAA to comply with many of our Organizational Standards.

Approximately 971 surveys were completed across the 10 NMCAA counties. The top 10 needs were identified through the survey. The information gathered will be used to guide the agency with programming needs for our communities.

Motion by Peachy Rentenbach, supported by Pam Niebrzydowski, that the NMCAA Community Needs Assessment (12/18) be accepted as presented. Motion carried.

### **OTHER BUSINESS**

- NeighborWorks Organizational Review scheduled the week of February 25, 2019.
- Financial Management Services was awarded \$5,000 from the Huntington foundation to support the homeownership/financial empowerment center at NMCAA along with \$4,000 from Huntington Community Reinvestment Act dollars.
- Financial Fitness and Home Buyer Education are the focus of a "Lunch and Learn" series offered on the 3<sup>rd</sup> Thursday of each month at the NMCAA Kalkaska Head Start Office. Beginning at noon, there is no registration required and a light lunch is served.
- **Save the Date!** The annual Super Saturday Special Event will be held at the Traverse Bay Area Career Tech Center on Saturday, February 9th. The theme this year is Healthy, Wealthy and Wise." Tax appointments will be offered.
- Traverse City Track Club has partnered with NMCAA Meals on Wheels during their annual "Jingle Bell Run" held on Sunday, December 16<sup>th</sup> and are asking runners to consider a donation to our program. For more information about the event visit [www.tctrackclub.com](http://www.tctrackclub.com). We will have a group representing NMCAA and you are welcome to join!
- Confirming date with Congressman Moolenaar to discuss NMCAA services. A focus on food insecurity in Wexford, Missaukee and Roscommon counties will highlight Meals on Wheels, TEFAP and CSFP

### **BOARD COMMENTS**

None

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

**MINUTES OF THE DECEMBER 28, 2018 MEETING**

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

The regular meeting of the Grand Traverse County Department of Health and Human Services Board was called to order at 9:09 am by Board Chair Ralph Soffredine in the Board Room at the Grand Traverse Pavilions.

**Public Comment/Input** – 9:09 am – Andi Gerring - Family member and representative of Family Council. Gerring requested for her to be mentioned as a representative of Family Council in the minutes.  
End 9:09 am

**Approval of Agenda** – Chair Soffredine asked if there were additions, changes or corrections to the agenda. Motion was made by Rizzo to approve the Agenda as presented, seconded by Harrand and carried unanimously.

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

**REVIEW AND FILE**

- (1) Minutes of the 11/30/18 Board Meeting
- (2) Sebestyen Thank You
- (3) Dziesinski Thank You
- (4) Martinez Thank You
- (5) Latimer Thank You
- (6) Schettek Thank You
- (7) The Compass – December
- (8) P.E.P. Talk Employee Newsletter – December
- (9) Media Report – November

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

**Items Removed From Consent Calendar** – none

**PACE Update** – Hansen reported that after a nearly yearlong process, the National Cooperative Bank (NCB) Line of Credit closed December 27. The unrevolving line of credit of \$2.96 million will help with cash flow needs over the first two years of operations. Hansen stated the grant agreement for the \$1 million award was received, signed and returned. Readiness Review with the state is scheduled for January 24. Staff continue to work on policies and procedures. Hansen stated a tour was provided to several of the new County Commissioners and staff. PACE North is now targeted to open June 1.

**FY19 Quality Assurance Assessment (Provider Tax)** – Hansen reviewed the updated 2019 Quality Assurance Assessment Payment (QAAP) for long term care facilities. QAAP is also known as the provider bed tax. Each year we receive a new bed tax rate that is paid on all non-medicare bed days. Our Quality Assurance Supplement (QAS) reimbursement more than offsets our bed tax. The Grand Traverse Pavilions tax rate was \$18.30/day for 2018 and will be \$19.25/day for 2019.

**Quality Measurement Incentive** – Hansen reported the new program that began in 2018 pays providers an incentive on quality measures. Hansen reviewed the payment methodology that includes the Medicare 5-Star-Rating Scale for Quality Measures, Medicaid Utilization Rate, Resident Satisfaction Survey and Number of Licensed Beds. Hansen stated that with our current star rating and census, the Pavilions QMI Reimbursement is estimated to be \$457,456.80 which equals to \$38,121.40 a month.

**Marijuana Letter** – Hansen shared a memo that was sent to all employees regarding Proposal 1 that was passed in November. The memo states that Proposal 1 does not change the facility's policies and prohibitions surrounding marijuana. The facility will continue to prohibit employees from working while under the influence of marijuana and from using or possessing marijuana in the workplace. Soffredine noted that marijuana stays in your system for 30 days. Barnes stated only drivers are random tested on the job. The memo states that employees who test positive on any facility drug test are subject to discipline up to and including termination of employment.

**Chief Executive Officer Report** – Hansen reviewed the report and stated that union negotiations were completed and employee health insurance was renewed in November. Hansen reported that the Foundation requested a grant from Rotary Charities for \$150,000 and was awarded \$25,000 to go towards PACE North. Rizzo inquired if there was any more progress with in-facility dialysis. Hansen stated that a meeting is scheduled in January to further discuss details on the space and chairs needed for a den. Soffredine inquired on how many residents need to leave for dialysis. Coleman stated currently there are currently seven residents at the Pavilions and there are more who are inquiring about being admitted. The 2018 Employee Wellness Initiative ended in October with 145 employees completing all three action steps to receive a cash payout of \$50 each. Hansen reported on a safety report received from a voluntary MIOSHA survey, that stated there was only one item to address which was adding one eye wash station.

**Financial Report** - Hansen reviewed the financial report for November 2018. Hansen reviewed the voucher review for November 2018 and found no exceptions. The Social Accountability was reviewed for November 2018 which totaled \$4,372,009 in uncompensated care and services year-to-date provided by Grand Traverse Pavilions. Motion made by Harrand to accept the financial report for November as presented. Motion seconded by Rizzo and carried unanimously.

**Proposed Travel Reimbursement** – Hansen reviewed that this proposed change to mileage reimbursement is to match the IRS standard mileage allowance for business use. The rate for 2018 mileage was \$0.545 and is increasing to \$0.58 in 2019. Hansen also requested to increase the lodging rate by \$5.00 as well as the per meal reimbursement going up \$1.00 each for lunch and dinner as presented. Motion was made by Rizzo to approve the Travel Policy as presented, seconded by Harrand and carried unanimously.

**Proposed 5-Year Capital Budget** - Hansen reviewed the details of the proposed 2019-2023 capital budget. Motion was made by Harrand to approve the 5-year Capital budget as presented. Motion seconded by Rizzo and carried unanimously.



**Proposed DHHS Board meeting Schedule - 2019** - Hansen reviewed the proposed meeting dates for 2019. Motion was made by Harrand to approve the Proposed 2019 Board Meeting Schedule as presented, seconded by Rizzo and carried unanimously.

**2019 Annual Plan** - Hansen reviewed the report indicating that some goals were carried forward and modified based on where they were at in the progress with a few new goals added. These goals and objectives drive our activities for the year. Hansen reviewed the new goals and discussed their relevance as an area of focus and strategic direction. Hansen emphasized that not every goal is expected to be accomplished within the next year, but is the basis for a long-term organizational strategy for the next few years. Motion was made by Harrand to approve the 2019 Annual Plan as presented, seconded by Rizzo and carried unanimously.

**Resolution - MERS OPEB Funding Vehicle Deposit** – Hansen stated that last month a trust was created to fund future retirees health insurance obligations. The OPEB Funding Vehicle allows for Grand Traverse Pavilions to deposit and accumulate funds to provide funding or future costs of health benefits for its retirees and beneficiaries. Motion made by Rizzo to approve the \$500,000 deposit into the MERS OPEB Funding Vehicle as presented. Motion seconded by Harrand and carried unanimously.

**Elizabeth McNutt, NP - Attending Privileges** - Hansen reviewed the request of Elizabeth McNutt, NP, to have attending privileges as recommended by Medical Director Dr. Phillip Esienberg, M.D. Elizabeth is joining iNDIGO Health Partners, to serve nursing homes and assisted living facilities. Motion was made by Rizzo to approve Elizabeth McNutt, NP, for attending privileges, seconded by Harrand and carried unanimously.

**Grand Traverse Pavilions Announcements -**

- (1) November Star Award - Hansen reviewed weekly winners

**Public Comment/Input**

10:08 am – Andi Gerring - Family member and representative of Family Council. Gerring inquired about where the star award box was located. Staff confirmed a box was located by the Walnut Café. Gerring wanted to acknowledge that again the Resident Council minutes were not on the agenda for Board members to review. Rizzo stated that they are discussed quarterly in closed session due to Protected Health Information. Gerring requested packet information. Coleman stated that Gerring can contact Administration to arrange a time to review the packet in the office after the meeting or a FOIA request would need to be submitted for copies. Gerring stated the new floor on Dogwood is really harsh with lighting and inquired if the same flooring is going in the resident rooms. Hansen stated that the resident rooms will be updated but not with the same flooring.

End 9:50 am

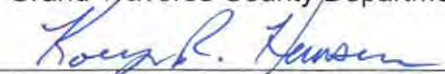
Meeting adjourned at 9:50 am

Signatures:



Ralph Soffredine - Chair

Grand Traverse County Department of Health and Human Services Board



Korvyn R. Hansen, Assistant-Secretary

Date: January 25, 2019

Approved

Corrected and Approved





GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

RACHAEL EUBANKS  
STATE TREASURER

January 17, 2019

Ms. Heidi Scheppe  
400 Boardman Ave.  
Traverse City, MI 49684-2577

Dear Treasurer Scheppe:

Under the provisions of the General Property Tax Act, Public Act 206 of 1893, as amended, County Equalization Directors and County Treasurers are given the opportunity to audit and deny principal residence exemptions. Counties can accept this audit responsibility by "opting in" to the program. By opting in, counties elect to audit exemptions claimed in all local tax collecting units within that county as required by MCL 211.7cc.

An amendment to Section 10 of MCL 211.7cc requires an election to audit exemptions be made every five years, beginning in 2009, with five annual audit periods. The election to audit exemptions for the next five-year period must be made no later than April 1, 2019 with an effective date beginning October 1, 2019.

The General Property Tax Act also imposes interest of 1¼ percent per month on denied principal residence exemptions and earmarks that interest to townships/cities, counties, and the Department of Treasury. Seventy percent of the interest will go to the entity that denies the exemption and the other entities share the remaining interest.

Enclosed is a form for Grand Traverse County to use to opt to accept the responsibility to audit and deny principal residence exemptions. Whether you choose to renew your "opt in" status, or to opt in for the first time, you must complete and submit the form and a copy of the County Board's Concurrence Resolution (required for an opt-in election by the County Equalization Director) to the Department of Treasury no later than April 1, 2019.

If you have any questions, please contact Patrick Huber, Section Manager, with the Property Services Division, at 517-335-1002. The fax number for the Property Services Division is 517-373-3553.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Frick".

Heather S. Frick, Administrator  
Property Services Division  
Michigan Department of Treasury

Enclosure

## County Election to Audit Principal Residence Exemptions

Issued under MCL 211.7cc(10).

### GRAND TRAVERSE COUNTY

Use this form to elect to audit Principal Residence Exemptions under the provisions of the General Property Tax Act, Public Act 206 of 1893, as amended. This form must be signed **either** by the County Treasurer alone, or by the County Equalization Director with the concurrence by resolution of the County Board of Commissioners. A signed form must be submitted not later than April 1, 2019 to the Department of Treasury and to the assessor of each township and city in that county.

#### Election by County Treasurer

Under provisions of MCL 211.7cc(10), I hereby make an election for Grand Traverse County to audit Principal Residence Exemptions for the period of October 1, 2019 through September 30, 2024. I agree to comply with the requirements of MCL 211.7cc.

Print County Treasurer's Name <i>Heidi Scheppe</i>	County Treasurer's Signature <i>Heidi Scheppe</i>	Date <i>1/25/19</i>
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#### Election by County Equalization Director

Under provisions of MCL 211.7cc(10), I hereby make an election for Grand Traverse County to audit Principal Residence Exemptions for the period of October 1, 2019 through September 30, 2024. I agree to comply with the requirements of MCL 211.7cc. Attached is concurrence by resolution of the Grand Traverse County Board of Commissioners.

Print County Equalization Director's Name	County Equalization Director's Signature	Date
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Submit this form bearing the original signature and a copy of the concurrence resolution of the County Board of Commissioners (if applicable), postmarked not later than April 1, 2019, to:

Property Services Division  
Attn: Patrick Huber  
Michigan Department of Treasury  
P. O. Box 30440  
Lansing, MI 48909

Note: Pursuant to section 28 of the State Revenue Act, MCL 205.28, persons receiving Principal Residence Exemption information from the Department of Treasury will be asked to sign an agreement limiting disclosure of that information only to authorized persons.



Chris Cramer &lt;ccramer@grandtraverse.org&gt;

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**Re: Conversation Follow Up**

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**Nathan Alger** <nalger@grandtraverse.org>  
To: Shlomo Homnick <shlomo@pritokcapital.com>  
Cc: Chris Cramer <ccramer@grandtraverse.org>

Sun, Jan 20, 2019 at 8:08 PM

Thank you Shlomo,

I will get this into the packet for Feb 6th.

Nate

On Thu, Jan 17, 2019 at 3:48 PM Shlomo Homnick <[shlomo@pritokcapital.com](mailto:shlomo@pritokcapital.com)> wrote:

Hi Nate,

As discussed my company Pritok owns and operates skilled and assisted homes across 5 states. I have been in contact with you as well as Ron Clous and Chris Forsyth. I would like to express an interest in purchase of Grand Traverse Pavilions, 240 bed skilled nursing home. Please bring our interest to the board. Let me know if you want additional information.

Below is my contact information as well as our company website. I have also attached a company Bio. I hope to send an updated bio soon but this will suffice. I am best reached at my direct line or via email.

Best,

Shlomo Homnick - Associate - Acquisitions and Partnerships  
Pritok Capital  
8170 McCormick Blvd. Ste. 112  
Skokie, IL 60076  
Office (847) 763-1111  
Direct Line (847) 457-0729  
Fax (847) 423-6991  
[shlomo@pritokcapital.com](mailto:shlomo@pritokcapital.com)  
[www.PritokCapital.com](http://www.PritokCapital.com)

--  
Nate Alger  
Grand Traverse County Administrator  
231-922-4780



## **PRITOK CAPITAL BACKGROUND**

Pritok Capital was founded in 2012 by Max Stesel with a focus on acquiring senior care properties nationwide with significant value creation potential. Over the last five years, Pritok has successfully acquired 17 skilled nursing and assisted living assets, across 8 states, totalling over \$140,000,000 and 2,000 beds. The current portfolio consists of 8 SNF and 2 AL/IL/MC properties, in: Minnesota, Ohio, Wisconsin, Indiana and Texas.

## PORTFOLIO HISTORY

### Current Portfolio

- ❖ **WI Portfolio** - Strawberry, Oshkosh, Rhinelanders  
386 beds SNF
- ❖ **Edina Care Center** - Edina- MN  
85 bed SNF
- ❖ **Leland Legacy** - Richmond, IN  
109 unit AL/IL
- ❖ **Woodside Senior Living** - Bedford, OH  
211 unit/265 bed IL/AL/MC
- Copperas Hollow** - Caldwell, TX  
105 bed SNF  
16 unit AL/IL
- ❖ **Nentwick Care Center** - Liverpool, OH  
99 bed SNF
- ❖ **Talahi** - Saint Cloud, MN  
77 bed SNF  
35 unit AL
- ❖ **Maple Manor** - Rochester, MN  
81 bed SNF

### Prior Acquisitions

- ❖ **Kansas City, MO + Tonganoxie, KS**  
120 bed SNF and 90 bed SNF

**Worthington, West Virginia**  
120 bed SNF

❖ **Fort Myers, FL**  
120 bed SNF

❖ **Benton Harbor, MI**  
95 SNF SNF

❖ **San Antonio, TX**  
119 bed SNF

❖ **Dallas, TX**  
100 bed SNF

## **Pritok Executive Team**

### **Max Stesel, Principal**

Since establishing Pritok Capital in 2012, Max has acquired 13 senior care properties. Prior to founding Pritok Capital, Max had spent seven years providing M&A advisory services at Orchard Court Partnership Healthcare where he had facilitated multiple acquisitions of senior care facilities and companies, with total transaction volume exceeding \$400M. Max received

B.S. degree in Accounting from DePaul University in 1996, and completed MBA at the University of Chicago in 2000.

### **Dan Feinstein, SVP**

Prior to joining Pritok Capital in 2015, Dan held executive level positions across various high tech and financial services firms, significantly scaling the businesses through implementation of infrastructure and processes. Most recently, Dan grew a high tech company, Adar IT, from a local startup, to a firm with international clients and presence leading to venture capital investment. Dan received his B.S. degree in Political Science from University of Michigan- Ann Arbor in 2006.

### **Mordy Polstein, VP Skilled Nursing Operations**

Mordy has served various management roles as a skilled nursing operator for premier nursing home company Legacy Healthcare. He has been deployed as an Administrator of facilities in need of operational turnaround. As an Administrator, Mordy achieved clinical excellence, ensuring regulatory compliance, and successfully navigated performance turnaround. Mordy continually demonstrates commitment to optimizing key quality indicators and focuses on carefully tracking and improving clinical outcomes. He leads by example, and as a result of his sincere commitment to care and operational excellence, Mordy achieved extraordinary success in growing facility census and financial performance at every facility he has lead as an Administrator. In one case, Mordy increased a facility's census from mid 70s to 170 in 12 months. Recognized as one of Legacy Healthcare's most effective administrators, Mordy was charged with and excelled in corporate leadership roles including quality of care, business office management, brand development, and leadership training for 20+ skilled-care nursing facilities in Northern Illinois. Mordy received his Masters in Business Administration from DePaul University in 2006, and he is a licensed Illinois Nursing Home Administrator.

### **Slava Pukshansky, Esq., Corporate Manager**

Slava has 6 years experience counseling long-term care owners and operators on adding value to existing operations and new acquisitions. Slava obtained tens of millions of dollars in real estate tax abatements for senior housing operators across the United States, served as expert witness

before the Internal Revenue Service in matters involving audits of depreciation schedules, and counseled clients on operating efficiency and risk management. Slava has lectured on long-term care cost segregation and was invited to speak about healthcare valuation at the International Association of Assessing Officers' 2015 Legal Summit.

Slava received his B.A. in Political Science and Economics from Lake Forest College and he graduated Magna Cum Laude and Order of the Coif from Illinois Institute of Technology / Chicago-Kent College of Law in 2009.





## Action Request

Meeting Date:	February 6, 2019		
Department:	Veterans Affairs	Submitted By:	Michael Roof
Contact E-Mail:	mroof@grandtraverse.org	Contact Telephone:	6069
Agenda Item Title:	Grand Traverse County Veterans Affairs Agreement of Veterans' Services with Leelanau		
Estimated Time:	<input type="text"/>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No
	(in minutes)		

### Summary of Request:

The Grand Traverse County Department of Veterans Affairs (GTCVA) has had an Agreement for Veterans' Services for the past 22 years. The Grand Traverse County Department of Veterans Affairs has accepted a signed agreement for a four year term (2019-2021).

The agreement holds that GTCVA will provide veterans' services by staffing an office every Tuesday in the Leelanau County Government Center and providing outreach events at least one day a month.

### Suggested Motion:

Approve the Grand Traverse County Department of Veterans Agreement for Veterans' Services with Leelanau

### Financial Information:

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

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

### Attachments:

Attachment Titles:

## RESOLUTION

**XX-2019**

### **Veterans Affairs – Agreement with Leelanau County**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on February 6, 2019 and reviewed request to approve the Veterans Affairs Agreement with Leelanau County; and,

WHEREAS, the Grand Traverse County Department of Veterans Affairs has had an agreement for Veterans' Services for the past 22 years, and agrees to continue this agreement for a three year term, January 1, 2019 through December 31, 2021, with Leelanau County to provide staffing every Tuesday in their Governmental Center Office and provide outreach events at least one day per month; and,

WHEREAS, Leelanau County will in turn pay Grand Traverse County, Forty-six Thousand, Six Hundred Eighteen and 00/100 Dollars (\$46,618.00) per year, payable in January, for each year of the contract; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approve the agreement with Leelanau County to provide Veterans' Services from January 1, 2019 through December 31, 2021, as identified above.

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

APPROVED: February 6, 2019

## **AGREEMENT FOR VETERANS' SERVICES**

The parties, Grand Traverse County, located at 400 Boardman Avenue, Traverse City, MI 49684, and Leelanau County, located at 8527 E. Governmental Center Drive Suttons Bay, MI 49682, agree as follows:

**I. Purpose.** Leelanau County agrees to purchase, and Grand Traverse County agrees to provide, veterans' services. This agreement is authorized by 124.1, et. seq , Intergovernmental Contracts Between Municipal Corporations.

**II. Term.** The term of this Agreement is from January 1, 2019 through December 31, 2021, inclusive.

**III. Responsibilities of Grand Traverse County Veterans' Affairs Department.** The Grand Traverse County Veterans' Affairs Department shall provide the following services to Leelanau County veterans:

(A) an open, staffed office one day each week with regular business hours in Leelanau County at a location to be designated and provided by the Leelanau County Board of Commissioners. The Grand Traverse County Veterans' Affairs Director may, at his discretion, cancel Leelanau County Office operations due to inclement weather or mandatory staff training. The Director shall notify the office of the Leelanau County Administrators office as soon as possible in advance when any such suspension is necessary;

(B) an open, staffed office the other four days of the week with regular business hours at its office in Grand Traverse County;

(C) provide outreach efforts within Leelanau county in the form of veterans town hall meetings, informational meetings, coffee chats;

(D) administrative and management services to process and obtain veterans benefits and claims from the United States Department of Veterans' Affairs or any State or local veterans programs for Leelanau County veterans;

(E) administrative and management services to process applications for benefits from the Leelanau County Soldiers' Relief Fund and Michigan Veterans' Trust Fund, and veterans' burial allowance applications; and

(F) it is understood by both parties that Leelanau County veterans have historically constituted 10-12% of the total Veterans' Affairs Department caseload.

**IV. Leelanau County Responsibilities.** In exchange for the above described services, Leelanau County shall:

(A) pay Grand Traverse County \$46,618.00 annually in January, and

(B) provide office space to the Grand Traverse County Veterans' Affairs Department as described in paragraph III(A), above.

**V. Grand Traverse County VA Committee Board Position.** During the time of this agreement, Leelanau County will be allowed to appoint one Ex-officio board member to the VA Committee. This appointee is for a term prescribed by Leelanau County Commissions, and is allowed during the full term of this agreement.

**VI. Termination.** This Agreement may be terminated by either party. The party seeking to terminate the agreement shall provide written notice of its intent to terminate the agreement at least 60 days prior to the date it seeks to terminate. Notice shall be provided to the other party at the business address noted above. Any sums due and owing for services rendered shall be paid within 30 days of the last date of service provided under this Agreement. Any property purchased by a party for the use of the other shall be returned within 30 days of the last date of service provided under this Agreement.

**VII. Amendment.** This Agreement may be amended at any time, in writing, by mutual agreement of the parties.

**VIII. Whole Agreement.** This Agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transaction contemplated in this Agreement.

**IX. Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan. In the event any provision of this Agreement is in conflict with any statute or rule of any law in the State of Michigan or is otherwise unenforceable for any reason whatsoever, then that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this Agreement. Venue for any action brought under this Agreement shall lie in either Grand Traverse or Leelanau Counties.

**IX. Effective Date.** The parties have signed this Agreement in duplicate and it shall be effective as of January 1, 2019.

**For Grand Traverse County:**

\_\_\_\_\_  
Grand Traverse County Board of Commissioners

\_\_\_\_\_  
Date

**For Leelanau County:**

*William J. Bunch*  
\_\_\_\_\_  
Leelanau County Board of Commissioners

*1/9/19*  
\_\_\_\_\_  
Date



## Action Request

Meeting Date:	January 2, 2019		
Department:	86th District Court	Submitted By:	Carol Stocking
Contact E-Mail:	cstockin@grandtraverse.org	Contact Telephone:	922-4502
Agenda Item Title:	Drug and Sobriety Court - Memorandum of Understanding		
Estimated Time:	5 minutes <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

### Summary of Request:

The 86th District Court is in the process of updating our memorandum of understanding forms for Drug Court and Sobriety Court as the previous memorandum expired on September 30, 2018. The new MOU's will cover October 1, 2018 through September 30, 2020.

Even though our Board of Commissioners do not work with our specialty courts on a day to day basis, your role on our team identified through the memorandum of understanding plays a vital role. The role of the Board of Commission is as follows:

"Approves the concept of specialty courts and the work such courts perform and approves the 86th District Court's acceptance of State Court Administrative Office grant funds."

We are asking for the signature of the Board Chairperson as an affirmation that you support the work our specialty court's do and agree to the role as specified in the MOU.

### Suggested Motion:

Motion to approve the Drug Court and Sobriety Court memorandum of understanding and to have the Chairperson sign the document.

### Financial Information:

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

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

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration:	<input type="checkbox"/> Recommended <input checked="" type="checkbox"/> Not Recommended	Date:	
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Miscellaneous:

### Attachments:

Attachment Titles:

Drug Court / Sobriety Court memorandum of understandings and Grand Traverse Chairperson signature sheets.

RESOLUTION

**XX-2019**

**District Court – Memorandum of Understanding –Drug & Sobriety Courts**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on February 6, 2019 and reviewed request to approve the concept of specialty courts and the work such courts perform; and,

WHEREAS, the 86<sup>th</sup> District Court recently updated their Memorandums of Understanding for both the Drug and Sobriety Courts; and,

WHEREAS, Although the Board of Commissioners does not work with these courts on a regular basis, they do play a vital role as part of the team identified in the Memorandum of Understanding; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County affirms their support of the work provided by the 86<sup>th</sup> District Court, specialty courts (drug and sobriety courts).

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

APPROVED: February 6, 2019

District Judges

**THOMAS J. PHILLIPS**  
(231) 922-4543

**MICHAEL S. STEPKA**  
(231) 922-4579



**STATE OF MICHIGAN**  
**86th Judicial District Court**  
GRAND TRAVERSE • LEELANAU • ANTRIM COUNTIES

**GRAND TRAVERSE COUNTY**  
380 Washington Street, STE. 121  
Traverse City, Michigan 49684  
(231) 922-4580  
Fax (231) 922-4454  
Probation Fax (231) 922-6889

**LEELANAU COUNTY**  
8527 E. Government Center Dr., STE. 201  
Suttons Bay, Michigan 49682  
(231) 256-8230  
Fax (231) 256-8275

**ANTRIM COUNTY**  
P.O. Box 597  
Bellaire, Michigan 49615  
(231) 533-6441  
Fax (231) 533-6322  
Probation (231) 533-6822

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**86<sup>TH</sup> District Court Drug Court**  
**And**

Grand Traverse County Prosecuting Attorney  
Leelanau County Prosecuting Attorney  
Antrim County Prosecuting Attorney  
Grand Traverse County Sheriff's Office  
Antrim County Sheriff's Office  
Leelanau County Sheriff's Office  
13<sup>th</sup> Circuit Court Community Corrections  
86<sup>th</sup> District Court Probation Department  
Traverse City Police Department  
Grand Traverse Board of Commissioners  
Leelanau County Board of Commissioners  
Antrim County Board of Commissioners

Defense Counsel  
Department of Corrections  
13<sup>th</sup> Circuit Court  
Munson Behavioral Health  
Goodwill – Northern Michigan  
Addiction Treatment Services  
Catholic Human Services  
New Direction Testing, LLC  
NMRE  
Northern Lakes CMH  
Michigan State Police

**Effective October 1, 2018 – September 30, 2020**

1. The parties agree to share the following vision for the 86<sup>th</sup> District Court Drug Court program:
  - a. Enhance the quality of life throughout Grand Traverse, Leelanau and Antrim Counties;
  - b. Protect the public by reducing drug use;
  - c. Save county taxpayers thousands of dollars by saving jail beds;
  - d. Provide leadership through innovative services;
  - e. Continuously improve services;
  - f. Achieve program goals through teamwork;
  - g. Break the generational cycle of criminality and substance abuse.

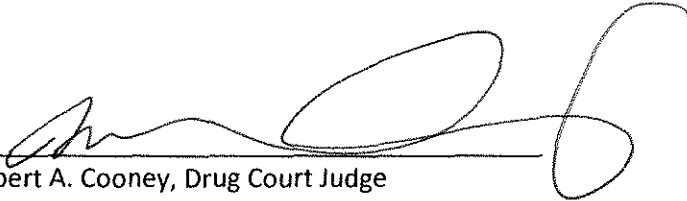


2. We endorse the goals and mission of the 86<sup>th</sup> District Court Drug Court program in order for participants to eliminate future criminal behavior, which protects the public and improves the quality of their lives. Jail bed days are saved, which saves county taxpayers thousands of dollars annually. For these programs to be successful, cooperation must occur within a network of systems to facilitate and achieve the mission, challenge and vision of the 86<sup>th</sup> District Court Drug Court.
3. We agree that the mission of the Drug Court program shall be to successfully rehabilitate people with moderate to severe substance abuse disorders while maintaining public safety.
4. We agree to the following challenge of the Drug Court program: Engaging substance abusing individuals involved in the criminal justice system in a continuum of treatment services and providing them with appropriate intervention through treatment, rehabilitative programming, reinforcement, accountability, and monitoring.
5. There are ten principles under which the respective agencies work cooperatively:
  - a. Drug and alcohol addiction is treatable and substance abuse is reversible behavior; however, if unaddressed, may lead to continuing and increasing criminal behavior and other personal, family, and societal problems.
  - b. Drug Court programs offer an opportunity to direct those in crisis with addictions and abuse to begin a rehabilitation process, which may ultimately lead to a reduction or elimination of addiction and abuse and permit the development of a productive lifestyle.
  - c. Treatment intervention should occur early on, upon entry to the criminal justice system to achieve maximum treatment outcomes.
  - d. Thorough assessment and evaluation is a critical component of the Drug Court program.
  - e. Participants with drug and alcohol abuse issues cannot maximize their treatment potential without appropriate treatment intervention that include families.
  - f. Participant accountability is foremost in the program, with written program agreements and Court monitoring of behavior on a bi-weekly basis. Court monitoring will include incremental sanctioning for negative behaviors and positive rewards for improved behaviors.
  - g. Drug Court programs are established with written protocols, which are well defined and documented through the Policies and Procedures Manual. The Program Manual will be updated annually, to respond to the changes and needs of the programs, participants, families, agencies and community.
  - h. Pre-adjudication participant entry into the Drug Court program shall be governed by written eligibility criteria as established by the Drug Court Steering Committee with the concurrence of the Prosecuting Attorney.
  - i. Information about participant progress, participant family progress, and all functioning of the Drug Court program shall be made available to all parties.
  - j. Effective evaluation of the Drug Court program shall be sought with appropriate responses being made relative to these evaluations.
6. The roles of the parties are as follows:



- a. **Prosecuting Attorney:** Provide initial screening of eligible participants, participate in weekly team meetings and weekly court sessions. Provide feedback, ideas, and suggestions as needed. Represent the interests of the Prosecutor and Law Enforcement.
- b. **Law Enforcement Agencies:** Police officers, dispatchers and jail personnel can and do make invaluable contributions to the effective community supervision of participants and improve outcomes in Drug Court. Therefore, partnering with law enforcement is essential. Participation by law enforcement in team meetings and review hearings allows for law enforcement to know and learn who is eligible for Drug Court and the types of services available to participants. This will help law enforcement at the time of the arrest of a defendant with a drug offense. The jail staff plays a significant role in knowing and suggesting to the prosecutor, probation and the court, an individual who may be appropriate participant for the program. Success of the program and success on an individual basis of a participant is increased when law enforcement participate in the entire Drug Court process.
- c. **Community Corrections:** Provide advice and suggestions on Community Corrections sanctions and provide feedback to the Court of Drug Court participants, follow up on all ordered Community Corrections sanctions and provide electronic monitoring needed and other public safety measures. Assess participants and arrange/provide residential outpatient substance abuse treatment and placement in recovery homes. Attend weekly team meetings and weekly court sessions.
- d. **Probation Department:** Attend weekly team meetings and weekly court sessions. Provide Probation oversight for all Drug Court participants. Work with the Drug Court coordinator in supervising and monitoring the individuals in the program. Prepare presentence reports as needed. Schedule show causes for participants who have violated the program rules and are subject to dismissal.
- e. **Drug Court Judge:** Chair meetings, preside in court, and coordinate team activities, evaluations and planning.
- f. **Defense Counsel Representative:** Attend team meetings and weekly court sessions. Assure that defendant's procedural and due process rights are protected. Provide feedback, suggestions, and ideas on the operation of the court as such relates to the participants rights.
- g. **Project Coordinator:** Attend meetings, arranges for additional screenings of persons screened by the prosecutor. Answer inquiries from defense attorneys on possible eligibility. Enter data into DCCMIS system. Liaison with treatment providers and drug testing vendors, district court intensive supervised probation and residential treatment facilities.
- h. **Treatment Providers and Testing Agencies:** Attend weekly team meetings and weekly court sessions, report on progress of participants, and offer insights, therapeutic and specific information and makes suggestions on the treatment plans of individuals in the program.
- i. **Community Mental Health:** Attend meetings, report on progress of participants, and offer insights and suggestions on those participants who have mental health issues in addition to substance abuse problems.

- j. **Boards of Commission:** Approves the concept of specialty courts and the work such courts perform and approves the 86<sup>th</sup> District Court's acceptance of State Court Administrative Office grant funds.
- k. **Circuit Court and Department of Corrections:** Assist in oversight of Felony Drug Court participants and sentence those felons that fail Drug Court during the one year delay of sentence.
- l. **NMRE:** Provide, arrange, or coordinate with the CMHSP for mental health treatment services for persons with co-occurring mental health and substance abuse disorders. Provide information to the Drug Court team on a timely basis regarding participant treatment progress.



Robert A. Cooney, Drug Court Judge  
86<sup>th</sup> District Court

01/22/2019  
Date

**Boards of Commission:** Approves the concept of specialty courts and the work such courts perform and approves the 86<sup>th</sup> District Court's acceptance of State Court Administrative Office grant funds.

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Robert Hentschel, Chairperson  
Grand Traverse County Board of Commissioners

---

Date

District Judges

THOMAS J. PHILLIPS  
(231) 922-4543

MICHAEL S. STEPKA  
(231) 922-4579



STATE OF MICHIGAN  
86th Judicial District Court  
GRAND TRAVERSE - LEELANAU - ANTRIM COUNTIES

GRAND TRAVERSE COUNTY  
280 Washington Street, STE. 121  
Traverse City, Michigan 49684  
(231) 922-4590  
Fax (231) 922-4454  
Probation Fax (231) 922-6889

LEE LANAU COUNTY  
3527 E. Government Center Dr., STE. 201  
Suttons Bay, Michigan 49682  
(231) 256-8250  
Fax (231) 256-8275

ANTRIM COUNTY  
P.O. Box 597  
Behre, Michigan 49615  
(231) 533-6441  
Fax (231) 533-6322  
Probation (231) 533-6823

MEMORANDUM OF UNDERSTANDING  
Between  
86<sup>TH</sup> District Court Sobriety Court  
And

Grand Traverse County Prosecuting Attorney  
Leelanau County Prosecuting Attorney  
Antrim County Prosecuting Attorney  
Grand Traverse County Sheriff's Office  
Antrim County Sheriff's Office  
Leelanau County Sheriff's Office  
13<sup>th</sup> Circuit Court Community Corrections  
86<sup>th</sup> District Court Probation Department  
Traverse City Police Department  
Grand Traverse Board of Commissioners  
Leelanau County Board of Commissioners  
Antrim County Board of Commissioners

Defense Counsel  
Department of Corrections  
13<sup>th</sup> Circuit Court  
Munson Behavioral Health  
Goodwill – Northern Michigan  
Addiction Treatment Services  
Catholic Human Services  
New Direction Testing, LLC  
NMRE  
Northern Lakes CMH  
Michigan State Police  
Veterans Administration

**Effective October 1, 2018 – September 30, 2020**

1. The parties agree to share the following vision for the 86<sup>th</sup> District Court Sobriety Court program:
  - a. Enhance the quality of life throughout Grand Traverse, Leelanau and Antrim Counties;
  - b. Protect the public by reducing recidivist drunk driving;
  - c. Save county taxpayers thousands of dollars by saving jail beds;
  - d. Provide leadership through innovative services;
  - e. Continuously improve services;
  - f. Achieve program goals through teamwork;
  - g. Break the generational cycle of criminality and substance abuse.

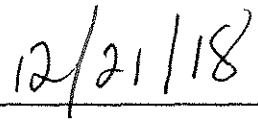
2. We endorse the goals and mission of the 86<sup>th</sup> District Court Sobriety Court program in order for participants to eliminate future criminal behavior, which protects the public and improves the quality of their lives. Jail bed days are saved, which saves county taxpayers thousands of dollars annually. For these programs to be successful, cooperation must occur within a network of systems to facilitate and achieve the mission, challenge and vision of the 86<sup>th</sup> District Court Sobriety Court.
3. We agree that the mission of the Sobriety Court program shall be to successfully rehabilitate substance abusing individuals while maintaining public safety.
4. We agree to the following challenge of the Sobriety Court program: Engaging substance abusing individuals involved in the criminal justice system in a continuum of treatment services and providing them with appropriate intervention through treatment, rehabilitative programming, reinforcement, accountability, and monitoring.
5. There are ten principles under which the respective agencies work cooperatively:
  - a. Drug addiction is treatable and substance abuse is reversible behavior; however, if unaddressed, may lead to continuing and increasing criminal behavior and other personal, family, and societal problems.
  - b. Sobriety Court programs offer an opportunity to direct those in crisis with addictions and abuse to begin a rehabilitation process, which may ultimately lead to a reduction or elimination of addiction and abuse and permit the development of a productive lifestyle.
  - c. Treatment intervention should occur early on, upon entry to the criminal justice system to achieve maximum treatment outcomes.
  - d. Thorough assessment and evaluation is a critical component of the Sobriety Court program.
  - e. Participants with drug and alcohol abuse issues cannot maximize their treatment potential without appropriate treatment intervention that include families.
  - f. Participant accountability is foremost in the program, with written program agreements and Court monitoring of behavior on a bi-weekly basis. Court monitoring will include incremental sanctioning for negative behaviors and positive rewards for improved behaviors.
  - g. Sobriety Court programs are established with written protocols, which are well defined and documented through the Policies and Procedures Manual. The Program Manual will be updated annually, to respond to the changes and needs of the programs, participants, families, agencies and community.
  - h. Pre-adjudication participant entry into the Sobriety Court program shall be governed by written eligibility criteria as established by the Sobriety Court Steering Committee with the concurrence of the Prosecuting Attorney.
  - i. Information about participant progress, participant family progress, and all functioning of the Sobriety Court program shall be made available to all parties.
  - j. Effective evaluation of the Sobriety Court program shall be sought with appropriate responses being made relative to these evaluations.
6. The roles of the parties are as follows:

- a. **Prosecuting Attorney:** Provide initial screening of eligible participants, participate in weekly team meetings and weekly court sessions. Provide feedback, ideas, and suggestions as needed. Represent the interests of the Prosecutor and Law Enforcement.
- b. **Law Enforcement Agencies:** Police officers, dispatchers and jail personnel can and do make invaluable contributions to the effective community supervision of participants and improve outcomes in Sobriety Court. Therefore, partnering with law enforcement is essential. Participation by law enforcement in team meetings and review hearings allows for law enforcement to know and learn who is eligible for Sobriety Court and the types of services available to participants. This will help law enforcement at the time of the arrest of an OWI 2<sup>nd</sup> or higher defendant. The jail staff plays a significant role in knowing and suggesting to the prosecutor, probation and the court, an individual who may be appropriate participant for the program. Success of the program and success on an individual basis of a participant is increased when law enforcement participate in the entire Sobriety Court process.
- c. **Community Corrections:** Provide advice and suggestions on Community Corrections sanctions and provide feedback to the Court of Sobriety Court participants, follow up on all ordered Community Corrections sanctions and provide electronic monitoring needed and other public safety measures. Assess participants and arrange/provide residential outpatient substance abuse treatment and placement in recovery homes. Attend weekly team meetings and weekly court sessions.
- d. **Probation Department:** Attend weekly team meetings and weekly court sessions. Provide Probation oversight for all Sobriety Court participants. Work with the sobriety court coordinator in supervising and monitoring the individuals in the program. Prepare presentence reports as needed. Schedule show causes for participants who have violated the program rules and are subject to dismissal.
- e. **Sobriety Court Judge:** Chair meetings, preside in court, and coordinate team activities, evaluations and planning.
- f. **Defense Counsel Representative:** Attend team meetings and weekly court sessions. Assure that defendant's procedural and due process rights are protected. Provide feedback, suggestions, and ideas on the operation of the court as such relates to the participants rights.
- g. **Project Coordinator:** Attend meetings, arranges for additional screenings of persons screened by the prosecutor. Answer inquiries from defense attorneys on possible eligibility. Enter data into DCCMIS system. Liaison with treatment providers and drug testing vendors, district court intensive supervised probation and residential treatment facilities.
- h. **Treatment Providers and Testing Agencies:** Attend weekly team meetings and weekly court sessions, report on progress of participants, and offer insights, therapeutic and specific information and makes suggestions on the treatment plans of individuals in the program.
- i. **Community Mental Health:** Attend meetings, report on progress of participants, and offer insights and suggestions on those participants who have mental health issues in addition to substance abuse problems.
- j. **Boards of Commission:** Approves the concept of specialty courts and the work such courts perform and approves the 86<sup>th</sup> District Court's acceptance of State Court Administrative Office grant funds.

- k. **Department of Corrections:** Assist in oversight of OWI 3<sup>rd</sup> Felony Sobriety Court participants and prepare presentence reports for those felons that fail Sobriety Court during the one year delay of sentence.
- l. **Circuit Court:** Assist in oversight of OWI 3<sup>rd</sup> Felony Sobriety Court participants and sentences those felons that fail Sobriety Court during the one year delay of sentence.
- m. **NMRE:** Provide, arrange, or coordinate with the CMHSP for mental health treatment services for persons with co-occurring mental health and substance abuse disorders. Provide information to the Sobriety Court team on a timely basis regarding participant treatment progress.



Michael S. Stepka, Chief Judge  
86<sup>th</sup> District Court



Date

**Boards of Commission:** Approves the concept of specialty courts and the work such courts perform and approves the 86<sup>th</sup> District Court's acceptance of State Court Administrative Office grant funds.

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Robert Hentschel, Chairperson  
Grand Traverse County Board of Commissioners

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Date





## Action Request

Meeting Date:	January 2, 2019		
Department:	86th District Court	Submitted By:	Carol Stocking
Contact E-Mail:	cstockin@grandtraverse.org	Contact Telephone:	922-4502
Agenda Item Title:	MMRMA RAP Grant		
Estimated Time:	10 minutes <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

### Summary of Request:

This summer, the Courts inhabiting the Robert P. Griffin Hall of Justice identified a couple of key areas that we wanted to work on in order to improve the overall safety of our building. We identified a need to install an x-ray machine at the front entrance to the Hall of Justice. We also identified a need to begin replacing our current security cameras with IP cameras. This would allow our recording systems to be more useful and compatible with our computer systems.

In order to accomplish these changes, the 86th District Court, the 13th Circuit Court Family Division and the Grand Traverse County Probate Court all worked together and wrote a RAP grant to MMRMA requesting \$20,000. As this grant requires match money, the District Court included \$7,500, the Family Division of the 13th Circuit Court and the Grand Traverse Probate Court each included \$6,250 for a total projected cost of \$40,000.

We were awarded \$16,666.66 (the maximum amount of \$10,000 for Court Compliance Safety and \$6,666.66 for Digital Cameras and Security). Working as a team, the three Courts utilizing the Hall of Justice all included the above listed required match money amounts into our 2019 budgets. With the match money and the awarded grant money, the new projected total amount of the project is \$36,666.66.

This grant award expires on 05/31/2019. If approved, we hope to start this project after the first of the year.

### Suggested Motion:

Motion to approve the receipt of the MMRMA grant monies in the amount of \$16,666.66.

### Financial Information:

Total Cost: \$36,666.66	General Fund Cost:	Included in budget: <input checked="" type="radio"/> Yes <input type="radio"/> No
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If not included in budget, recommended funding source:

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

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

### Attachments:

Attachment Titles:  
RAP grant and MMRMA award letter.

RESOLUTION

**XX-2019**

**District Court – Michigan Municipal Risk Management Authority (MMRMA)**

**Risk Avoidance Program (RAP) Grant**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on February 6, 2019 and reviewed request to approve the receipt of MMRMA grant monies in the amount of \$16,666.66, and,

WHEREAS, the courts inhabiting the Robert P. Griffin Hall of Justice – the 86<sup>th</sup> District Court, 13<sup>th</sup> Circuit Court Family Division and Grand Traverse County Probate Court - identified the need to install an x-ray machine at the front entrance of the Hall of Justice as well as to begin replacing the current security cameras; and,

WHEREAS, working together, each of the courts identified funding and together wrote a Risk Avoidance Program grant request requiring matching funds, for a total projected cost of \$40,000 and were awarded \$16,666.66; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County accepts the MMRMA, RAP Grant in the amount of \$16,666.66 to move forward with the security project identified above at the Hall of Justice

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

APPROVED: February 6, 2019

**RISK**

**MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
AUTHORITY**

November 14, 2018

Dawn Wagoner  
Grand Traverse County  
280 Washington Street  
Traverse City, MI 49684

**RE: Grant Funding – Requirements for Reimbursement**

Dear Ms. Wagoner,

I am pleased to inform you that the Risk Avoidance Program (RAP)/Certification and Accreditation Program (CAP) application for your Hall of Justice Security project was approved. The Membership Committee authorized 50% funding up to \$10,000 for the Court Compliance Safety portion and 1/3 funding up to \$6,666.66 for the Digital Cameras and Security portion for a maximum of \$16,666.66 for your project.

RAP/CAP funds are issued on a reimbursement basis. Payment will be based upon verification received from Grand Traverse County Authority of their payment of the project in full. Please see the attached **RAP/CAP Grant Reimbursement Procedure** for guidelines on processing your grant payment.

Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application. If your application submission contained the above referenced documentation, please contact MMRMA.

Payment of RAP/CAP funds is contingent upon Grand Traverse County remaining a member of MMRMA and in compliance with the Joint Powers Agreement. Your approved grant reimbursement is valid for six months from the date of this letter. **GRANT EXPIRATION: 05/31/2019.**

Sincerely,



Cara Kowal, ARM, CPCU  
Manager of Risk Management Services

CK/sp

cc: Nate Alger  
MMRMA Risk Manager

MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
AUTHORITY

### RAP/CAP GRANT REIMBURSEMENT PROCEDURE

Once RAP/CAP grant funding is approved, the following documents are required for submission to MMRMA in order to process your grant payment:

- ☐ Copies of all invoices associated with the project. Invoices should provide enough detail to allow for verification of purchases to the specific item(s) for which the grant funds were approved.
- ☐ Proof of payment associated with each invoice.
  - ACCEPTABLE PROOFS OF PAYMENT INCLUDE:
    - Check: Copy of Cancelled Check indicating Payer, Payee, and amount paid that can be cross-referenced to detailed invoices.
    - ACH/EFT payment: Copy of processed ACH/EFT payment/receipt indicating Payer, Payee, and amount paid that can be cross-referenced to detailed invoices.
    - Credit Card payment: Copy of credit card statement/receipt indicating Payer, Vendor, and amount paid that can be cross-referenced to detailed invoices.
    - PayPal payment: Copy of PayPal statement/receipt indicating Payer, Vendor, and amount paid that can be cross-referenced to detailed invoices.
    - Vendor Receipt: Receipt must indicate Payer, amount paid, and amount paid that can be cross-referenced to detailed invoices.
  - Proofs of payment must match invoice amounts. If multiple payments to a vendor are included in one check or other form of payment, a financial breakdown/reconciliation of individual amounts included with the payment must be provided.
  - INVOICES STAMPED "PAID," PURCHASE ORDERS, ACCOUNTING SOFTWARE PAYMENT PRINTSCREENS, OR SCREEN SHOTS OF JOURNAL ENTRIES DO NOT CONSTITUTE A PROOF OF PAYMENT.
- ☐ **\*Projects Involving Training\*** In addition to invoices and proofs of payment regarding tuition expenses as indicated above, certificates of completion and test scores (when applicable) must also be submitted.

Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application.

Please send documentation to:

Cara Kowal, Manager of Risk Management Services  
[ckowal@mmrma.org](mailto:ckowal@mmrma.org)  
FAX – 734-513-0318



Dawn Wagoner &lt;dwagoner@grandtraverse.org&gt;

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**RAP Grant Application - Hall of Justice Security Project**

1 message

**Cara Kowal**, <ckowal@mmrma.org>

Mon, Oct 8, 2018 at 12:01 PM

To: Dawn Wagoner &lt;dwagoner@grandtraverse.org&gt;

The RAP application submitted for your project on **Robert P. Griffin Hall of Justice Security Project** is acknowledged.

Your submission has been adjusted to reflect current Standard Grant Guidelines limits for Court Compliance Safety and Digital Cameras and Security. Following are the current Standard Grant Guidelines along with an explanation of the adjustment I made to your funding request.

Court Compliance Safety – 50% funding with an aggregate maximum of \$10,000 for security related equipment as recommended by the Michigan State Court Administrators Office. **Grand Traverse County is eligible for \$10,000 based on the total cost estimate of your project at \$40,000.**

Digital Cameras and Security – 1/3 funding up to \$50,000 in aggregate maximum funding per member for security and related equipment systems. **Grand Traverse County is eligible for \$6,666.66 under this standard grant. This was calculated using the remaining \$20,000 after providing 50% of the first \$20,000 as indicated above. 1/3 of the remaining \$20,000 calculates to \$6,666.66.**

**The submission for Grand Traverse County has been adjusted to reflect a total of \$16,666.66 in requested funds.**

Your submission will be considered by the MMRMA Membership Committee at their next scheduled meeting on **November 5, 2018.**

Please visit the MMRMA website for up-to-date news and current forms regarding the Risk Avoidance Program (RAP) or Certification and Accreditation Program (CAP) Grants or contact Cara Kowal, Manager of Risk Management Services, at [ckowal@mmrma.org](mailto:ckowal@mmrma.org).

Cara Kowal, ARM, CPCU

Manager of Risk Management Services

Michigan Municipal Risk Management Authority

14001 Merriman

Livonia, Michigan 48154

734-513-0300



## **RISK AVOIDANCE PROGRAM (RAP) CERTIFICATION AND ACCREDITATION PROGRAM (CAP) APPLICATION**

**Project Name:** Robert P. Griffin Hall of Justice Security Project

**Applicant Member/Municipality:** Grand Traverse County

**Department Involved:** 86th District Court, Grand Traverse County Probate Court, 13th Circuit Court Family Division

**Address:** 280 Washington Street, Traverse City, Michigan 49684

**Project Contact:** Dawn Wagoner, Deputy District Court Administrator

**Phone:** 231-922-4501

**E-mail:** [dwagoner@grandtraverse.org](mailto:dwagoner@grandtraverse.org)

\*MMRMA will email confirmation of receipt and date of application review. If you do not receive this information, please check with MMRMA to ensure your application was received.

**Alternate Contact (If Any):** Carol Stocking, District Court Administrator

**Phone:** 231-922-4502

**E-mail:** [cstockin@grandtraverse.org](mailto:cstockin@grandtraverse.org)

**MMRMA Member Representative:** Nathan Alger, Grand Traverse County Administrator

**Project Start:** January 2019

**Project End:** March 2019

**Provide a description of project (if necessary attach separate pages):**

If received, the grant will provide funding for the purchase, installation and training of appropriate staff in the use of an x-ray machine to be utilized at the main entrance point at the Robert P. Griffin, Hall of Justice Courthouse.

This new equipment will significantly enhance the overall security of the Hall of Justice by improving the quality of identification of possible threats to the Hall of Justice employees and the many visitors that we receive every day.

If received, this grant will assist in providing funding to allow us to purchase and have installed an x-ray machine along with all the necessary equipment and training attached to the use of this equipment.

If received, this grant would also allow us to update our current outdated analog court house cameras to Internet Protocol (IP) cameras.



**Identify the risk exposure that is to be mitigated and provide additional data (loss runs, claims, incident reports, other) to document the problem.**

Spanning a three (3) year period, between January 2015 and December 2017, the Robert P. Griffin Hall of Justice averaged over 88,488 visitors yearly. During that time period, security staff confiscated 2,792 pieces of contraband that could pose a threat/harm to innocent court visitors and/or court personnel.

Knives -	1655
Guns -	3
Razors -	100
Mace -	260
Misc. -	774

There is also a fairly large homeless population in Traverse City who has business in this building. This population typically carries all of their belongings in multiple bags that require a manual search by security staff. This practice runs the risk of not only missing a weapon or contraband but also it increases the risk to security staff of accidental injuries due to poking, cutting or stabbing and slows down the entry process of visitors and employees who are coming into our building.

Updating our cameras to IP cameras allows our recording systems to be more useful and more compatible with our computer systems.

**What are the project goals and plan of action to resolve the risk exposure?**

We plan to install an x-ray machine at the main entrance of the Robert P. Griffin, Hall of Justice Courthouse. An x-ray machine provides a high image resolution of items contained in packages, purses, and wallets. These machines can produce a visual record of what has been scanned and using current technology, they can provide color mapping or pseudo color, to assist in determining what some items or substances may be. These types of machines help to improve and maximize inspection quality while minimizing the inspection times per person. We would also be able to inspect packages/mail coming into the building for dangerous items prior to the packages actually getting into the court house. Use of an x-ray machine also minimizes the potential of accidental injuries of poking, stabbing, or cutting of an inspection officer that may handle the packages or purses.

We would also ensure that all other exterior doors are inaccessible to the general public. Security policies and procedures at the Robert P. Griffin Court house will be updated to include the use of this technology not only by security staff, but by all staff throughout the building.

The new cameras will allow us to have a better, clearer field of view over the areas that our cameras currently cover. Allowing us to provide more enhanced security for our building as a whole.



**Does the plan duplicate or incorporate previous attempts to solve the problem? (If yes, please explain.)**

This plan does not duplicate any previous attempts to solve security problems. This proposal will enhance the security measures that are already in place at the Robert P. Griffin Hall of Justice.

**If benefits of the project will aid or involve other departments, members or organizations, please describe (Letters of support are encouraged; please attach.):**

The security improvements outlined in this grant request would provide enhanced security for all building occupants. Including the 86th District Court, 13th Circuit Court Family Division, and the Grand Traverse County Probate Court. In addition, we have over 88,488 visitors annually who come into our facility as defendants, plaintiffs, victims, witnesses, jurors, attorneys, partner agency personnel, visiting students and other citizens.





**List other departments, organizations, or MMRMA members involved (if any):**

13th Circuit Court Family Division  
Grand Traverse County Probate Court  
Grand Traverse County Finance Department  
Grand Traverse County Facilities Management Department  
Grand Traverse County Sheriff's Department - Corrections Division  
Grand Traverse County IT Department  
STT Security

**Additional Information:**

The Grand Traverse County Facilities Management Department will provide manpower to make the wiring changes and any other facility upgrades necessary for the project. The Grand Traverse County IT Department will be contracted for any facility changes necessary related to IT needs.



## **RAP & CAP GRANT BUDGET WORKSHEET**

**Total Project Cost: \$ 40,000.00**

**Other sources contributing funds: (Please list below)**

Organization:	Amount:
86th District Court	\$7,500.00
13th Circuit Court Family Division	\$6,250.00
Grand Traverse County Probate Court	\$6,250.00

**Total from other source: \$ 20,000.00**  
(include grant money from other organizations)

**RAP FUNDS REQUESTED: \$ 20,000.00**

1. Supporting documentation including quotes, bids, invoices, meeting minutes, or other information further supporting the budget **MUST** be attached.
2. Large project funding requests should include an itemized list of budget expenses that cross-reference supporting attachments.
3. MMRMA requires at least 50% contribution by the member municipality (not including funds received from other sources such as community foundations and other grants).

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**Signature of applicant:**

A handwritten signature in black ink, appearing to read "Nathan Alger".

**Date:** 8/15/18

**Print Name (Member Representative):** Nathan Alger, Grand Traverse County Administrator

**Title:**

**Signature (Member Representative):**

A handwritten signature in black ink, appearing to read "Nathan Alger".

**Date:** 8-17-18

**Submit completed applications to:** Cara Kowal, Manager of RM Services  
Email: [ckowal@mmrma.org](mailto:ckowal@mmrma.org)  
Fax: 734-513-0318  
Mail: 14001 Merriman Road  
Livonia, MI 48154



## Action Request

Meeting Date:	February 6, 2019		
Department:	Hall of Justice Courts	Submitted By:	Carol Stocking
Contact E-Mail:	cstockin@grandtraverse.org	Contact Telephone:	231.922.4502
Agenda Item Title:	Purchase of x-ray machine for the Hall of Justice		
Estimated Time:	10 minutes <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

### Summary of Request:

In November we learned that we were awarded an MMRMA RAP grant in the amount of \$10,000 toward Court Compliance Safety which will be used to purchase the x-ray unit. The \$10,000 match money is in the 2019 budget.

After soliciting bids for the x-ray machine and receiving four bids, a committee made up of Joe Berry, Teri Pelton (STT Supervisor), Kris Randall, Amanda Flowers, Dawn Wagoner and Carol Stocking, selected the KPrime Technologies Smiths Hi-Scan 6046si at a cost of \$16,325.

### Suggested Motion:

Motion to approve the purchase of the Smiths Hi-Scan 6046si x-ray machine from KPrime Technologies in the amount of \$16,325.

### Financial Information:

Total Cost:	16,325.00	General Fund Cost:		Included in budget:	<input checked="" type="radio"/> Yes <input type="radio"/> No
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If not included in budget, recommended funding source:

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

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

### Attachments:

Attachment Titles:

RESOLUTION

**XX-2019**

**Hall of Justice – Purchase of X-Ray Machine**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on February 6, 2019 and reviewed requests to approve the purchase of an X-Ray machine from KPrime Technologies in the amount of \$16,325, for the Hall of Justice; and,

WHEREAS, The Courts residing in the Hall of Justice received grant funding in the amount of \$10,000, to be used toward Court Compliance Safety; and,

WHEREAS, This Risk Avoidance Grant (RAP) Grant also required matching funds which were included in the 2019 budget; and,

WHEREAS, bids were solicited and reviewed for the x-ray machine and it is recommended that the County purchase the KPrime Technologies Smiths Hi-Scan 6046si at a cost of \$16,325; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approves the purchase of the Smiths Hi-Scan 6046si s-ray machine from KPrime Technologies in the amount of \$16,325.

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

APPROVED: February 6, 2019

## BID TABULATION

Project : HOJ X-Ray Bid

Bid Date: Tuesday, January 29, 2019 - noon

	Contractor	Lump Sum Bid	Bid Bond	Remarks
1	KPrime Technologies	\$16,325. <sup>00</sup>		
2	AT Security Inc.	\$27,500. <sup>00</sup>		
3	AutoClear	\$26,200. <sup>00</sup>		
4	Voti Inc.	\$18,950. <sup>00</sup>		
5				
6				
7				
8				



**KPRIME TECHNOLOGIES**  
*Enhancing Customer Experiences*

January 25, 2019

Grand Traverse County  
Administration office  
400 Boardman Ave.  
Suite 305  
Traverse City, MI. 49684  
Attn: Sarah Adams

Dear Ms. Adams:

KPrime Technologies is pleased to submit a bid for a 6040 type tunnel x-ray. We are submitting a bid for the Smiths 6046si. This unit is part of our customer previously owned (CPO) program. This unit has been completely refurbished, software updated, and comes with a one year warranty. KPrime has an agreement with Smiths, the world's leading security x-ray company to refurbish and service the units.

The 6046si meets or exceeds the specifications in your request for bid. This is an opportunity to take advantage of the low pricing of a Smiths refurbished system without compromising your security requirements.

The quotation has the training quoted separately.

If you have any questions, please contact me.

Sincerely Yours,

Elizabeth McCarthy  
KPrime Technologies  
Security Imaging Sales Specialist  
520-400-4051



QUOTE #: UQ.2019.0005

## QUOTATION

**Direct To:**

Grand Traverse County  
Administration office  
400 Boardman Ave.  
Suite 305  
Traverse City, MI  
49684  
United States

**Contact:** Sarah Adams

**Phone:**

**Cell:**

**Fax:**

**Email:**

**Date Created:** Jan-25-2019

**Date Revised:** Jan-25-2019

**Price In Effect:** 30 Days

**Est. Delivery Date:** 3 weeks

**CURRENCY:** USD

**Sales Rep:** Elizabeth McCarthy

**Phone:** (520) 400-4051

**Cell:**

**Fax:** (928) 257-4104

**Email:** elizabeth.mccarthy@kprime.net

**JOB DESCRIPTION:**

HOJ Screening X-ray Bid

**COMMENTS OR SPECIAL INSTRUCTIONS:**



QUOTE #: UQ.2019.0005

## QUOTATION

### Equipment

#### Inventory

LINE #	PART# AND DESCRIPTION	QTY	UNIT PRICE	UoM	AMOUNT
1	6046si-RF Certified Pre-Owned HS 6046si	1	\$19,750.50		\$19,750.50

#### Miscellaneous

LINE #	MISCELLANEOUS AND DESCRIPTION	QTY	UNIT PRICE	UoM	AMOUNT
2	One time Discount	1	(\$9,750.50)		(\$9,750.50)
3	T604I1M-RF - 1M Roller Table 6040i w/jump roller and support stand	1	\$1,250.00		\$1,250.00
4	T604I.5M-RF - .5M Roller Table 6040i w/jump roller and support stand	1	\$875.00		\$875.00

**Subtotal: \$12,125.00**

### Install/Delivery

#### Labor

LINE #	LABOR AND DESCRIPTION	QTY	UNIT PRICE	UoM	AMOUNT
5	Installation & Familiarization (Including Travel)	1	\$2,200.00		\$2,200.00

#### Miscellaneous

LINE #	MISCELLANEOUS AND DESCRIPTION	QTY	UNIT PRICE	UoM	AMOUNT
6	Delivery	1	\$2,000.00		\$2,000.00

**Subtotal: \$4,200.00**

#### TERMS & CONDITIONS

This is not an invoice, unless otherwise stated applicable taxes, shipping, handling and other fees are extra. Please send purchase order referencing Quote # to admin.usa@kprime.net or fax to 928-257-4104.

**Total Amount  
Before Tax**

**16,325.00**



## Grand Traverse County

### Specifications for Hall of Justice X-ray

This unit will be a 6040 size or similar

The main conveyor belt shall be .5 meter extended at the entrance and exit of the tunnel

An extra 1 meter roller table for the exit end of the unit shall be part of the quote

Dual 24" monitors are required

A tethered keyboard shall be provided

A radiation leakage test kit shall be provided

6 color imaging

Baggage counter

Zoom up to 64x

Operator station should be able to move to either side of unit

Shall have Image save functions as well as image print

Generator shall be 150KV min.

Computer based training shall be quoted separately

Installation and initial training shall be included in the main quote

# HI-SCAN™ 6046si

HEIMANN X-RAY TECHNOLOGY



## Feature Highlights

- **New X-ray generator with optimized spectrum**
- **New high resolution XADA sensor technology**
- **New HiTraX II system platform with extended scope of services**
- **High resolution image display with doubled resolution**
- **Up to 37 mm steel penetration**
- **Wire detectability up to AWG 41**

HI-SCAN 6046si is a consequent advancement of HI-SCAN 6040i, with more than 6000 installations worldwide the most successful X-ray inspection system in its class.

HI-SCAN 6046si, despite all similarities, is by far more than a conventional X-ray system with a facelift. Crucial technological innovations concerning X-ray sensor and image processing technologies were part of the R&D process.

HI-SCAN 6046si is equipped with an advanced multi-energy X-ray generator, a new generation of electronics plus a completely novel high resolution detector line. Due to this optimized technology, the system demonstrates performance rates unachieved before.

HI-SCAN 6046si produces extremely detailed X-ray images, which impress by a more than doubled number of real, physical pixels. The drastically enhanced image resolution of the scanned objects represents a decisive advantage for image evaluations in security areas.

HI-SCAN 6046si additionally has a higher tunnel opening and therefore can scan objects, whose sizes exceed standard dimensions for hand luggage in the aviation industry.

HI-SCAN 6046si - increased security by advanced technology.

# Technical Data HI-SCAN 6046si

## General Specifications

Tunnel dimensions	620 (W) x 460 (H) [mm] • 24.4" (W) x 18.1" (H)
Max. object size	615 (W) x 455 (H) [mm] • 24.2" (W) x 17.9" (H)
Conveyor height <sup>1)</sup>	approx. 694 mm (27.3")
Conveyor speed at mains frequency 50 Hz / 60 Hz	approx. 0.2 / 0.24 [m/s]
Max. conveyor load (evenly distributed)	160 kg (352 lbs)
Resolution (wire detectability)	standard: 40 AWG (0.08 mm) • typical: 41 AWG (0.07 mm)
Penetration (steel) <sup>2)</sup>	standard: 35 mm • typical: 37 mm
ASTM 792-01 (Test 1, Test 3, Test 4)	Test 1: AWG 40 <sup>2)</sup> / Test 3: 1 mm horz./vert. <sup>2)</sup> / Test 4: 34 mm <sup>2)</sup>
X-ray dose (typical)	HI-MAT: 1.6 µSv (0.16 mrem)
Film safety	guaranteed even for high speed films up to ISO 1600 (33 DIN)
Duty cycle	100 %, no warm-up procedure required

## X-ray Source/Filter

Anode voltage • Cooling	160 kV cp • Hermetically sealed oil bath
Beam direction	diagonal

## Image Acquiring System

X-ray converter	L-shaped detector line, high resolution
Grey levels stored	4096
Image presentation	B/W, color
Digital video memory	1280 x 1024 / 24 bit
Image evaluation functions	VARI-MAT, O <sup>2</sup> , OS, HIGH
Monitor	electronic zoom: stepless enlargement up to 16-times Flat Panel LCD Monitor

## Additional Features

Features	fading-in of date/time, luggage counter, user id-number, luggage marking system (acoustic), display of operating mode, REVIEW-feature (to recall previously visible image areas), zoom overview, free programmable keys, USB 2.0 interface, stepless zoom
Options	X-ACT, HI-TIP, HI-SPOT, SEN, XPlore, IMS (image management system), Xport, Media Bay for RIDA (250 GB), ZIP module or CD/RW module

## Installation Data

X-ray leakage	meets all applicable laws and regulations with respect to X-ray emitting devices.
CE-labelling	in compliance with 98/37/EEC, 72/23/EEC, 89/336/EEC
Sound pressure level	< 70 dB(A)
Operating-/ storage temperature <sup>4)</sup>	0° - 40°C / -20°C - +60°C
Humidity	10% - 90% (non-condensing)
Power supply <sup>5)</sup>	standard: 230 VAC or 120 VAC +10% / -15% • 50 Hz / 60 Hz ± 3 Hz
Power consumption	approx. 0.8 kVA
Protection class system/ keyboard	IP 20 / IP 43
Dimensions • Weight <sup>6)</sup>	2004 (L) x 850 (W) x 1284 (H) [mm] • approx. 400 kg 78.9" (L) x 33.5" (W) x 50.6" (H) • approx. 881.9 lbs
Mechanical construction	steel construction with steel panels, mounted on rollers standard color(s): RAL 7016 (dark grey) / B11-W1 (blue)

<sup>1)</sup> approx. values (adjustable)

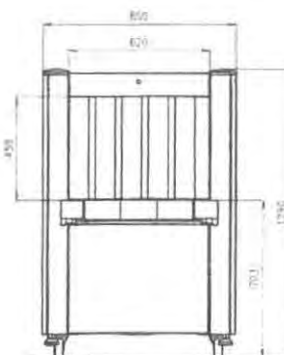
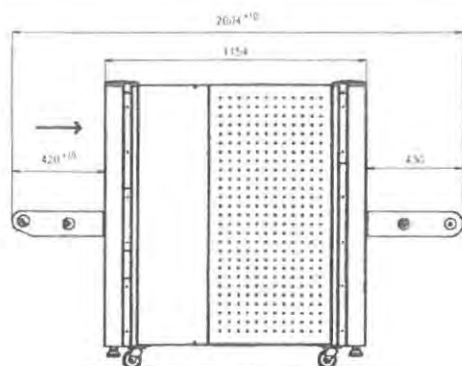
<sup>2)</sup> max. commensurable values ASTM 792-01 test piece

<sup>3)</sup> conds.: steel step wedge, Cu wires, 0.2 m/s conveyor speed

<sup>4)</sup> extended temperature range on request

<sup>5)</sup> different values optional

<sup>6)</sup> without control desk, monitor(s) etc.



For product information, sales or service, please go to

Smiths Heimann GmbH, Im Herzen 4, 65205 Wiesbaden, Germany  
Modifications reserved. 95588620 01/04/2011 © Smiths Detection Group Ltd. - In some cases, the figures contain options  
HI-SCAN is a trademark of Smiths Detection Group Ltd.



smiths

## CERTIFIED PRE-OWNED PROGRAM



HI-SCAN 6046si



IONSCAN 500DT



IONSCAN 400B

\*Additional products and configurations other than those shown above are also available.

We are the world's leading experts in safeguarding life and property from constantly evolving CBRNE threats. We are renowned globally for our advanced technological solutions in explosives, illegal weapons, contraband, toxic materials and narcotics detection.

With over 50 years of industry experience, our products are tried and true. We stand behind our products and that is why we created the Smiths Detection Certified Pre-Owned Program. All of our pre-owned systems are subject to a rigorous 21 point inspection for quality assurance. Maintenance is performed, parts are replaced when needed, and software is upgraded.

Behind our comprehensive range of solutions is a highly responsive service and support team, working globally. So whatever threats you face, rest assured you have all the proven expertise, experience and backup you need-all in one place.

- ✓ Operating Condition Tested and Verified
- ✓ Software Tested and Upgraded
- ✓ Preventative Maintenance Performed
- ✓ Accessories Tested and Verified
- ✓ All Moving Parts Inspected
- ✓ 1 Year Warranty Included

Call +1 800 297 0955 to speak to a customer care representative and ask about our current pre-owned inventory, or send an e-mail to [servicesales@smithsdetection.com](mailto:servicesales@smithsdetection.com). Inventory is limited, and this program is only offered in the US and Latin America. Certain terms and conditions apply.



Grand Traverse County – SPECTRUM 6040 – Grand Traverse County Hall of Justice  
Commercial Proposal – for the Attention of Sarah Adams  
Proposal Due Date: Tuesday January 29<sup>th</sup>, 2019 by 12:00 Noon  
Submitting Firm: **AT SECURITY INC.**  
Included: One (1) Original and one (1) Copy of Proposal

*Prepared by:*

*Danielle Nelson  
AT Security Inc.  
(954) 470-7233  
10012 Gulf Center Drive  
Suite 5, #270*

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### 3 Spectrum 6040- Conventional X ray



Grand Traverse County – SPECTRUM 6040 – Grand Traverse County Hall of Justice  
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Submitting Firm: **AT SECURITY INC.**  
Included: One (1) Original and one (1) Copy of Proposal

## COMMERCIAL PROPOSAL

AT Security Inc. (954) 470-7233 / [www.atsecurityus.com](http://www.atsecurityus.com)

## PROPOSAL LETTER

January 29<sup>th</sup>, 2019

Sarah Adams  
Administration Office  
400 Boardman Ave.  
Suite 305  
Traverse City, MI 49684

Dear Ms. Adams,

AT SECURITY, INC. is pleased to present a proposal for one (1) new SPECTRUM 6040 X-RAY in response to the Grand Traverse County proposal request. We have included one (1) original and one (1) copy of our proposal. AT SECURITY INC. is a distributor for VMI Security, the manufacturer of the SPECTRUM 6040 X-RAY.

VMI Security's X-ray inspection systems are the most reliable and robust systems in the industry. Our technology provides unique features and capability offering the enhanced probability of detecting threat objects.

Additionally, AT SECURITY INC's proposal meets all the required specifications stated in the Specifications Section.

Please call if you have any questions regarding our proposal; we would be delighted if allowed the opportunity to work with Grand Traverse County.

Respectfully,



Danielle Nelson  
Director  
954-470-7233

AT Security Inc. (954) 470-7233 / [www.atsecurityus.com](http://www.atsecurityus.com)



# 5 Spectrum 6040- Conventional X ray

## QUOTE

 <b>ATS</b>		Danielle Nelson AT Security 10012 Gulf Center Drive Suite 5, # 270 Fort Myers, FL 33913 954-470-7233 <a href="mailto:danielle@atsecurityus.com">danielle@atsecurityus.com</a>		
Tax ID#: 82-5449902 DUNS #: 81259604				
<b>AT SECURITY</b>				
<b>Prepared for Company</b> <b>Address</b> <b>Location</b> <b>Phone</b> <b>Email Address</b> <b>Payment Terms</b>	Sarah Adams Grand Traverse County Hall of Justice 282 Washington St Traverse City, MI 49684 231-922-4401 <a href="mailto:iberry@grandtraverse.org">iberry@grandtraverse.org</a> Net 30 days	<b>Date</b> <b>Quote number</b> <b>Delivery Location(s)</b> <b>Delivery Terms</b> <b>Expected Delivery</b> <b>Validity of Quote</b>	January 24, 2019 6040.1.24.19 Grand Traverse County Hall of Justice FOB Destination 60 Days (Or sooner with prior notice) 60 Days	
<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>DISCOUNTED PRICE</b>	<b>EXTENDED PRICE</b>
1	<b>Scanner Spectrum 6040</b> The Spectrum 6040 is a robust scanner with an optimum size tunnel, ideal for use in mailrooms, entrance halls, prisons and courts, schools and many other areas where security proves to be sensitive, revealing the need for inspection, with no manual contact of purses, bags, briefcases or packages.  Operator Keyboard - <b>INCLUDED</b>  Two 24" LCD monitors - <b>INCLUDED</b>	\$32,000.00	\$27,500.00	\$27,500.00
1	12-month Standard Warranty - <b>INCLUDED</b>	\$1,295.00		\$0.00
1	.5 -meter Roller Table (entrance/exit)	\$600.00		\$0.00
1	1-meter Roller Table (exit) <b>INCLUDED</b>	\$700.00		\$0.00
1	Software - Spectrum Active Software Package - <b>INCLUDED</b> Zoom up to 128X High density alert Drug and explosive alert TIP Baggage counter Network connection	\$5,000.00	\$0.00	\$0.00
<b>Service Agreement Options</b>				
	<b>6040 On-site Extended Warranty with Preventative Maintenance US Domestic</b> On-site service coverage for extended hours, including weekends Refresher Course on Operator Training during Preventative Maintenance scheduled visits All labor, travel time and travel expenses All replacement parts required Unlimited access to 24/7 Technical Support Annual PMI and Radiation Leak Survey <b>Annual Cost at Time of Sale</b> <b>Annual Cost at Post of Sale</b>	\$2,750.00 \$3,000.00		
<b>Shipping, Handling &amp; Installation</b>				
	Shipping 6040 SV FOB <b>Included</b>			\$0.00
	6040 Crating <b>Included</b>			\$0.00
1	6040 Installation and Operator Orientation US Domestic <b>Included</b> Unit installation Radiation Leak Survey and training All labor, travel time and travel expenses			\$0.00
<b>TOTAL PRICE</b>				<b>\$27,500.00</b>

AT Security Inc. (954) 470-7233 / [www.atsecurityus.com](http://www.atsecurityus.com)

## 6 Spectrum 6040- Conventional X ray

The VMI SPECTRUM 6040, under our proposal, will include:

- Installation: Installation and run-down of the equipment.
- Training: Operation and Radiation Safety training.
- Radiation leak survey: Verify the shield of the equipment.
- Warranty: 12-month standard warranty on parts and labor.

<b>INCLUDED IN THE <u>OPTIONAL</u> EXTENDED WARRANTY AND PREVENTATIVE MAINTENANCE</b>
Annual preventative maintenance and radiation leak survey
Calibration of equipment
Software updates and upgrades installed as needed at no charge
Toll free phone support 24/7 and 365 days per year (1-866-204-9984) with a two-hour call back response.
On-site service coverage for extended hours, including weekends
Refresher Course on Operator Training during Preventative Maintenance scheduled visits
All labor, travel time and travel expenses
All replacement parts required
<b>TOTAL PRICE PER YEAR: \$2,750.00 (At time of sale)</b>

## APPROACH

### Installation

A certified technician will contact the customer, delegated for the project, to get the directions and proceed with a site-survey call to verify that the site is ready for the deployment (installation) of the equipment. In this communication, ATS and customer will define all the requirements for the installation, such as:

- Any construction required for the installation is completed.
- The installation site meets the specified environmental requirements.
- There are means of transport for the equipment (Forklift, dock, etc.)
- The necessary sources of energy (cabling) are available.

The installation will follow the instructions indicated in the Installation Manual which includes, but is not limited to, performing all calibrations and radiation surveys.

Once the installation is complete, our onsite technician will verify the following key points:

- a. X-ray Generator's level. This will indicate the x-ray tube generator is working as expected.
- b. Detector Board's level. This part of the procedure is required to verify the quality of the image delivered to the screen.
- c. General Performing Checklist. Our technician will briefly describe the general status of the equipment in terms of performance of each physical part and the software.

If any of the above key points is found to be unacceptable, the engineer will remain on-site, or return promptly in case that is necessary, to make all of the corrections until all points mentioned above are in working order.

ATS will then perform the operation training for the people assigned to operate the equipment by the Grand Traverse County Hall of Justice.

**Extended Warranty with Preventative Maintenance Service**

ATS will deliver any warranty service needed for a period of (PERIOD OF WARRANTY SERVICE), which the period shall start from the completion of the operator training and the system's acceptance.

The services will include:

- Customer access to ATS 24/7 Customer Help Line.
- ATS will provide a case number to the customer and will assign a technician to the case.
- The technician will call the customer within one (1) hour of receiving the notification from the customer.
- The technician will attempt to resolve the issue on the phone.
- At the completion of the call, the technician will create a report about the case and the solution.
- If the issue wasn't fixed during the call, the technician will organize a visit to the customer.
- The service will include 2 Preventative Maintenance services per year.
- All replacement parts required, labor, travel time and travel expenses
- Refresher Course on Operator Training during Preventative Maintenance scheduled visits
- On-site service coverage for extended hours, including weekends

**Training**

ATS is offering to Grand Traverse County Hall of Justice the Spectrum 6040 as a solution for their current need. The Spectrum 6040 from VMI Security Systems, is a robust scanner with an optimum size tunnel, ideal for use in mailrooms, entrance halls, prisons and courts, schools and many other areas where security proves to be sensitive, revealing the need for inspection, with no manual contact of purses, bags, briefcases or packages.

The system is user-friendly, with this feature, the operator will feel confident to use the equipment while learning the shape of the different objects that will be screened by the equipment. For that, the operator(s) will receive training which will include:

- Identify the principal parts of the equipment.
- Recognize the different functions that the software provides.
- Safety rules for users and operators of the system.
- "Real time" use of the equipment.
- Provide your system operators with human anatomy training aiding in education and contraband detection

## 9 Spectrum 6040- Conventional X ray

After the training is complete, ATS will provide a handbook summarizing all the information of the training which will be known as a “quick guide” for the operators until they get completely familiarized with the equipment.

Our training expects to be a “Trainer-of-trainers” method, where the current operators whom had participated in the training will be able to train new operators with the same confidence as they feel using the equipment.

Once the training is completed, ATS will document and present all of the documentation needed for the proper registration of the equipment to the assigned authorities of the state of Michigan (MI).

Radiation Training will be provided for the Spectrum 6040. A certified Radiation Specialist will provide on-site training similar to the structure below:

### **On-site training**

- 1 Day or 2 Day class, depending on the number of people the end user needs trained and how they intend to schedule their training
- The training starts with a 2-hour cabinet x-ray operator radiation safety class
- For the 1st day class, there is a maximum of two 2-hour classes. The remaining four (4) hours is dedicated to the RSO training. This time is very valuable.
- The RSO(s) assigned will attend a 2-hour class before taking the RSO course.

ATS will help get the customer familiar with the necessary documents needed for equipment registration. It can be overwhelming to try and organize all of the documents and see what your state requirements are. That is why ATS will help the customer during this process in order to make it as stress free as possible. It will then be the responsibility of the customer to follow-through with the registration process.

### **Customer Feedback**

Once the process of installation and training is completed, ATS will provide to customer a “Feedback” survey where we would like to know your thoughts about our delivery, installation and training and if we can improve on any points.



## SPECIFICATIONS

We, AT SECURITY INC, deliver this letter as an understanding of the work to be performed for the Grand Traverse County Hall of Justice to furnish and install a 6040 X-RAY SCANNER.

AT SECURITY INC are official representatives of VMI Security Systems for the USA. We would like to offer the SPECTRUM X-RAY 6040 that complies with all of the requested features, as listed below:

<b>Specification Requested</b>	<b>Comply/ Don't Comply</b>
This unit will be a 6040 size or similar	We Comply
The main conveyor belt shall be .5 meters extended at the entrance and exit of the tunnel	We Comply
An extra 1-meter roller table for the exit end of the unit shall be part of the quote	We Comply
Dual 24" monitors are required	We Comply
A tethered keyboard shall be provided	We Comply
A radiation leakage test kit shall be provided	We Comply (Radiation leak survey provided with installation)
6 color imaging	We Comply
Baggage Counter	We Comply
Zoom up to 64x	We Comply and exceed (Zoom up to 128x)
Operator station should be able to move to either side of unit	We Comply
Shall have image save functions as well as image print	We Comply
Generator shall be 150kV min.	We Comply and exceed (160kV min.)
Computer based training shall be quoted separately	We Comply (computer-based training is included with operator training)
Installation and initial training shall be included in the main quote	We Comply

## SPECTRUM BODY SCAN OVERVIEW



The **Spectrum 6040** is made up of robust equipment specifically designed to meet the needs and applications that demand high inspection and image quality, such as airports, prisons, railways and subways, stadiums, courts, ordering services or where high security is required.

The Spectrum 6040 use a state-of-art high power x-ray generator (180kV) that meets the highest image quality and penetration requirements for even faster and more efficient inspection.

AT Security Inc. (954) 470-7233 / [www.atsecurityus.com](http://www.atsecurityus.com)

## SPECTRUM 6040 TECHNICAL SPECIFICATIONS

### HIGH TECH

- High image quality with a wire resolution of 40 AWG and steel penetration of 42 mm (160kV), 44mm (180kV).
- Meets all the international standards for health and safety of operators and members of the public.



Excellent image quality. Organic materials shown in orange, metal in blue and a mix of them in green.

- Drugs and explosives automatic detection and alarm.
- Random projection of images containing fictitious threat objects for operator skills training (TIP function).
- Continuous or region zoom functions for easy and precise evaluation of the image.
- Can export images in commercial file formats (JPEG, TIFF and BMP) onto a USB device.



Large resolution

- Ergonomic keyboard and simple operator interface provide efficiency and ease for the operator.
- Hardware and software customized to meet customer requirements.

### GENERAL SPECIFICATIONS

Tunnel Size	618mm (W) / 425mm (H) • 24.3" (W) / 16.7" (H)
Conveyor Speed	0.24m/s (configurable)
Conveyor Height	669mm • 26.3"
Max Load	150kg • 330lbs
Standard Generator	200kg (heavy duty roller optional) • 440lbs
High Power Generator	Dual 160 kV operating at 150 kV
Wire Resolution*	Dual 180kV operating at 170 kV
Steel Penetration*	40AWG • 0.08MM
	40mm (160kV)
	44mm (180kV)
Display Monitor	2 LED, color, high-resolution (configurable size)
Cooling	Insulating oil with forced air cooling
Beam direction	Diagonally upward and sideward

### STANDARD FEATURES

Automatic color coding of materials with different atomic numbers.	Export to a secure VML encrypted viewing application
Image auto save	Network connection
Baggage Counter	Scanning in real time
Continuous scanning	Bidirectional inspection
Zoom higher than 128x	Self diagnostic system
Colored or black/white image	Color Inversion
Edge enhancement	Image manipulation in real time
High penetration function	Automatic detection algorithm for drugs, explosives and high density materials
Sharpness enhancement	Storage capacity above 200,000 images
Threat image projection (TIP)	I-shaped array detectors
High density alert	
Image export to JPEG, TIFF and BMP	

### SECURITY

Shield	Dose lower than 1uSv/h at 0.1m away from the equipment
--------	--

### OPTIONAL FUNCTIONS AND ACCESSORIES

Customized painting	Tunnel extension
Training Software	Touch screen monitor
Local language	Ability to integrate with conveyor system
Remote workstation	WiFi capability
Standard ASTM or STP test piece	Integration with Garrett's walk-through metal detector portals
Modular roller table	
Anti-theft operation console with key	
Uninterruptible Power Supply	
Remote workstation software (Spectrum Active)	

### Contact information:

(954) 470-7233 / (954) 470-4357  
info@atsecurityus.com

### GENERAL INFORMATION

Operating Temperature/ Humidity	0°C - 40°C / 5% - 95% (non-condensing)
Storage Temperature/ Humidity	-40°C - 60°C / 5% - 95% (non-condensing)
Power Supply	120Vac / 220Vac (-15% +10%); 50Hz/60Hz, +/-3Hz
Dimensions	1980mm (L) • 78" 1147mm (W) • 45.2" 1240mm (H) • 48.8"
Weight	623kg • 1373lbs
Power Consumption	1kVA





## REFERENCES

Lieutenant Tristan Gomez  
Yuma County Sheriff's Office  
141 S. 3<sup>rd</sup> Ave  
Yuma, AZ 85364  
Office Phone: 928-783-4427  
Sold: VMI SPECTRUM BODYSCAN (DV)

Lydia Bender  
Sheriff's Technician #285  
Alameda County Sheriff's Office - Coroner's Bureau  
2901 Peralta Oaks Court  
Oakland, CA 94605  
Main Line (510) 382-3000  
Direct Line (510) 382-3016  
Fax (510) 382-3033  
Q/C 20801  
E-mail: [lbender@acgov.org](mailto:lbender@acgov.org)  
Sold: VMI Flatscan

Howard Overbey  
Virginia Department of Taxation  
1957 Westmoreland Street  
Richmond, VA 23230  
Phone: 804-367-1129  
E-mail: [Howard.Overbey@tax.virginia.gov](mailto:Howard.Overbey@tax.virginia.gov)  
Sold: SPECTRUM X-RAY 6040

Joe Vazquez  
National Security Sales Manager  
Garrett Metal Detectors  
1881 W. State Street  
Garland, Texas 75042  
Phone: 214 797-4051

## 14 Spectrum 6040- Conventional X ray

DeMeakey Williams  
VMI Security  
1101 Brickell Ave.  
8th Floor South Tower  
Miami, FL 33131  
Phone: 305-968-1622  
E-mail: [demeakey.williams@vmisecurity.com](mailto:demeakey.williams@vmisecurity.com)

Dora Mino  
Universal Security Solutions (USS)  
4581 Weston Rd.  
Suite 134  
Weston, FL 33331  
Phone: 203-247-4311

## WARRANTY TERMS AND CONDITIONS

AT Security INC terms and conditions are hereby incorporated in this quotation and any purchase order that may result from this quotation will be in acceptance with these terms and conditions which is attached to this quote.

**SPECIAL NOTE ON X-RAY SYSTEM USE:** It is the responsibility of the purchaser to confirm that they comply with local rules and laws regarding the importation, storage and use of X-ray systems.

Any questions regarding this quote should be addressed only to the contact person listed above.

AT Security INC products are warranted against defects in material and workmanship for a specific period from the date of shipment, and this period varies by product.

In most cases, the warranty period is 12 months from the date the product leaves the factory.

During the warranty period, AT Security INC will, at its option, repair or replace parts, either directly or through its local distributor, which prove to be defective.

AT Security INC reserves the right to have the faulty part returned to AT Security INC directly. If this part is found not be faulty, in accordance with these terms and conditions then AT Security INC may charge for the replacement part provided.

### Limitations of Warranty

The warranty does not apply to the product or any part of the product that has been installed, altered, repaired, or misused in any way that, in the opinion of AT Security INC, would affect the reliability or detracts from the performance of any part of the product, or is damaged as the result of use in a way or with equipment that had not been previously approved by AT Security INC.

The warranty does not apply to any product or parts thereof where the serial number or the serial number of any of its parts has been altered, defaced, or removed without AT Security INC's authorization.

The warranty does not cover damage or loss incurred in transportation of the product.

The warranty does not cover replacement or repair necessitated by loss or damage from any cause beyond the control of AT Security INC, such as lightning, other natural and weather-related events, wartime environments, misuse, drops or electrical voltage variations and overload.

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## 16 Spectrum 6040- Conventional X ray

The warranty will be cancelled if the fault or failure results from inappropriate action taken by persons not trained or approved by AT Security INC. The warranty covers only the malfunctions of the equipment under normal use, in accordance with the accompanying operating and maintenance manuals supplied by the manufacturer.

The warranty excludes any responsibility by AT Security INC Corporation for incidental or consequential damages arising from the use of the equipment or products, or for any inability to use them either separate from or in combination with any other equipment or products.

In addition to those already mentioned above, the warranty does not cover:

Scratched and broken parts as a result of misuse.

Damage from cleaning which is not in accordance with the instruction manual.

Spilling of liquids or food of any kind on or in the product

Defects or damage caused by hardware or software incompatible with product specifications.

Faults or poor performance of the product due to improper installation, inadequate power grid or inadequate electrical ground.

Parts that have regular life cycle (Cables, lamps, batteries).

### Exclusive Remedies

AT Security INC's warranty, as stated is in lieu of all other warranties, expressed, implied, or statutory, including those of merchantability and fitness for a particular purpose. The buyer shall pass on to any purchaser, lessee, or other user of AT Security INC Corporation's products, the warranty, and shall indemnify and hold harmless AT Security INC from any claims or liability of such purchaser, lessee, or user based upon allegations that the buyer, its agents, or employees have made additional warranties or representations as to product preference or use. The remedies provided herein are the buyer's sole and exclusive remedies. AT Security INC shall not be liable for any direct, indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory. Tax: Per State

Customers must present tax exempt certificate if applicable

\*If the location is not ready for the installation date (as discussed and set by ATS and Client prior), ATS will discuss in good faith with the customer an extra-labor-time fee for waiting time until the location is ready to install. All cabling, etc. needs to be in place prior to installation. ATS will help provide information regarding the registration of equipment per radiation guidelines which varies by state. It is the responsibility of the end user to complete all radiation paperwork and register their unit. Training is

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## 17 Spectrum 6040- Conventional X ray

included and customer will not pay any additional fees as long as training is conducted on the same day as previously discussed by customer/ATS.





Scintrex® • CheckGate® • Dynavision® • Control Screening® • Federal Labs®  
U.S. Canada France UK UAE Japan Latin America Singapore Spain

January 29, 2019

Sarah Adams  
Grand Traverse County  
400 Boardman Ave.  
Suite 305  
Traverse City, MI 49684

Re: HOJ Screening X-Ray Bid

Dear Ms. Adams,

Autoclear is pleased to submit this bid for the Autoclear 6040. Autoclear has been in this business for over 50 years and builds a complete line of X-ray Scanners, Metal detectors and trace detection systems.

The 6040 meets or exceeds all of the required specifications:

6040 Tunnel Size – Complies

Main Conveyor Belt – Complies

1 meter exit table – Included

Dual Monitors – Included

Tethered Keyboard – Complies  
Radiation Meter – Included

6 Color Imaging – Includes industry standard 4 color imaging with 2 additional colors through AutoMatAlert

Baggage Counter – Complies

Zoom 64 times – Exceeds with Autoclear Smart Zoom. True point and click zoom function to increase throughput. Can zoom over 500 times

Moveable Operator Station – Complies

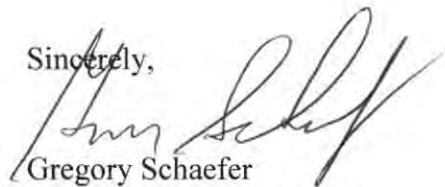
Image Save/Print – Complies (50,000 images, searchable by time and date)

Generator size – Complies

Computer based training – quoted as required

Installation and training Included

Sincerely,

A handwritten signature in black ink, appearing to read 'Gregory Schaefer', written over the printed name.

Gregory Schaefer  
Midwest Regional Manager



Autoclear LLC, Midwest Regional Office, 18 Carlisle Road, Hawthorn Woods, IL 60047  
Tel: (847) 540-7266 Fax: (847) 540-7332 Web Site: [www.Autoclear.com](http://www.Autoclear.com)

Grand Traverse County  
Traverse City, MI  
Sarah Adams

DATE: January 29, 2019  
REQUEST:  
QUOTATION NO.: 012919

## QUOTATION

QTY	PART #	DESCRIPTION	PRICE	EXTENDED PRICE
1	6040	AutoClear 6040		

### STANDARD EQUIPMENT

#### 1. Autoclear Electronics Imaging Package

Includes:

AutoSoft Linux Operating System  
Touchpad operation  
USB Connectivity  
Multi Energy  
Organic/Inorganic Stripping (With Dual Energy)  
RealClear (Computer enhanced image clarification)  
AutoDensalert (Highlights dense items such as weapons & Batteries)  
AutoTracking (Conveyor belt never needs adjustment)  
AutoSensing (Scans very thin items)  
AutoOutline (Outlines camouflaged items)  
AutoScale (Computer correction of distorted images)  
AutoCal (Automatic calibration)  
128X Continuous Active Zoom  
Light/Dark enhancement  
Pseudo Color/ Reverse B/W / Inverted Color  
Interactive HELP screen  
High Penetration  
Reversible Conveyor Direction  
Local Service Diagnostics

2. Tunnel opening 24.4" wide, 16.5" high
3. Standard Conveyor Assembly (60.6" total length)
4. Side or Top Mounted Controls (tethered)



OPTIONS [price]

AutoMatAlert™ Automated feature that assists the operator in the detection of Explosives or other contraband by detecting materials of a specific atomic range, and highlighting those materials in a contrasting color [\$2,495] Included

Entrance/Exit Tables/Slides:

1 Meter exit roller Included  
Dual monitor upgrade Included

Image Archiving [\$1,000] 50,000 images Included  
Searchable by time and date, download to USB

Radiation Meter Included

OPERATIONAL AND TRAINING AIDS

Onboard training Included

Standalone Computerized trainer - \$5,000 (Optional)

SHIPPING Included

INSTALLATION Included

System Assembly, Calibration & Operational Training

TOTAL \$26,200

DOMESTIC WARRANTY

One year parts, labor and travel

NOTES, TERMS & CONDITIONS

1. Prices do not include applicable taxes or fees.
2. Prices quoted in US Dollars
3. Autoclear Standard Terms & Conditions become part of this document.
4. Based on GSA Contract # GS07F184GA

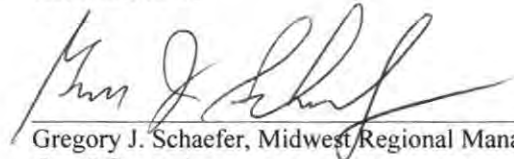
This quotation supersedes all previous quotations and is valid for 90 days from date of issue, unless otherwise stated.

TERMS OF DELIVERY: FOB - ORIGIN

TERMS OF PAYMENT: NET 30 DAYS

SHIPPING DATE: 3 - 7 WEEKS ARO

Autoclear LLC,



Gregory J. Schaefer, Midwest Regional Manager  
GregS@autoclear.com



**Jonathan Feist**  
*National Account Manager*  
**VOTI Detection**  
790 Begin  
St-Laurent, (Québec) Canada  
H4M 2N5  
Office: +1-514-782-1566 ext. 280  
Mobile: +1-514-242-5966  
[www.votidetetection.com](http://www.votidetetection.com)

January 28, 2019

Mr. Joe Berry and Ms. Sarah Adams  
Grand Traverse County Administrative Office

Dear Mr. Berry and Ms. Adams,

VOTI Detection is offering best in class screening solutions comprising options for both single view and dual-view X-Ray screening and stands ready to provide Grand Traverse County with technologically advanced and reliable checkpoint screening equipment to support your critical operations.

VOTI wants to develop its long-term relationship with the County, and as such are working hard to offer the best value for money options available. We pride ourselves in our open and honest approach, quality product range and excellent service support.

After the success we achieved in correctional facilities, courthouses, and critical infrastructure worldwide, we are confident that our proposed solutions will deliver unique value that will meet and exceed your security requirements and technical specifications.

This package to the County remains concise in detail, though should you wish for any specific documentation or information not provided please do not hesitate to contact myself and I will respond with the highest of urgency.

Kind regards,

A handwritten signature in blue ink, appearing to read "Jonathan Feist", written in a cursive style.

Jonathan Feist

## Building a Partnership

VOTI respects that the County's operations are unique. As Grand Traverse looks to proactively improve upon operations, it is also imperative to maintain strong partnerships with its security suppliers.

Specifically, VOTI understands that the operations in the County demand a platform that offers operators best in class image and tools to support timely and efficient security decisions. The County's operations demand a dependable and scalable platform with a service network in place to support them. We believe that our unique VOTI 3D Perspective™ Technology provides the best solution for your screening requirements.

## The VOTI Difference

VOTI's scanners offer competitive advantages and unmatched software-driven features, many underpinned by its unique angled projection, advanced software platform and associated algorithms. Our 3D Perspective technology can produce the majority of benefits of a dual-generator/dual-view system with the total cost of ownership benefits of a single generator.

Our equipment and software are easy to use and highly customizable, our remote diagnostics and troubleshooting significantly reduce downtime, and our raw image processing provides centralized security screening, archiving and the possibility for future scanning review.

- **Modern Software-based Architecture**
  - 7 main components (instead of 20+)
  - Fewer parts, more rugged design means better uptime and lower cost of ownership
  - VOTI scanners can be easily upgraded to keep up with developments
  - Can easily save raw image files for later manipulation, printing, etc.
- **Clear 3D X-Ray Images**
  - VOTI scanners can produce 3D Perspective images from a single X-Ray source
- **Full-Feature Touchscreen Control**
  - Improved user experience
  - Provides intuitive control, monitors mounted on a swivel for easy operator position change

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Do not copy or distribute without prior authorization from VOTI.



- Intuitive touchscreen interface improves operator performance and reduces-on-boarding time
- **Remote Support Capabilities**
- Remote Diagnostics & Repair Capabilities
  - Quick resolution time or work-around
  - Enables identification of spare parts required immediately, reducing downtime

## Reliability

**Fully confident in our scanner's reliability, we have included to Grand Traverse County a second year of warranty for free.** VOTI's low component count (7 main components as opposed to 20+) translates to less downtime & service calls and a lower total cost of ownership to the County. In addition, VOTI's rugged product design withstands extensive use. Its high quality, quick change Line Replaceable Units (LRU) mean faster spare part delivery, and increased uptime. *In the comparative photos below, VOTI's recently enhanced hardware configuration (left) contains far fewer parts, for a cleaner and more serviceable machine than expected from our competitors (right).*

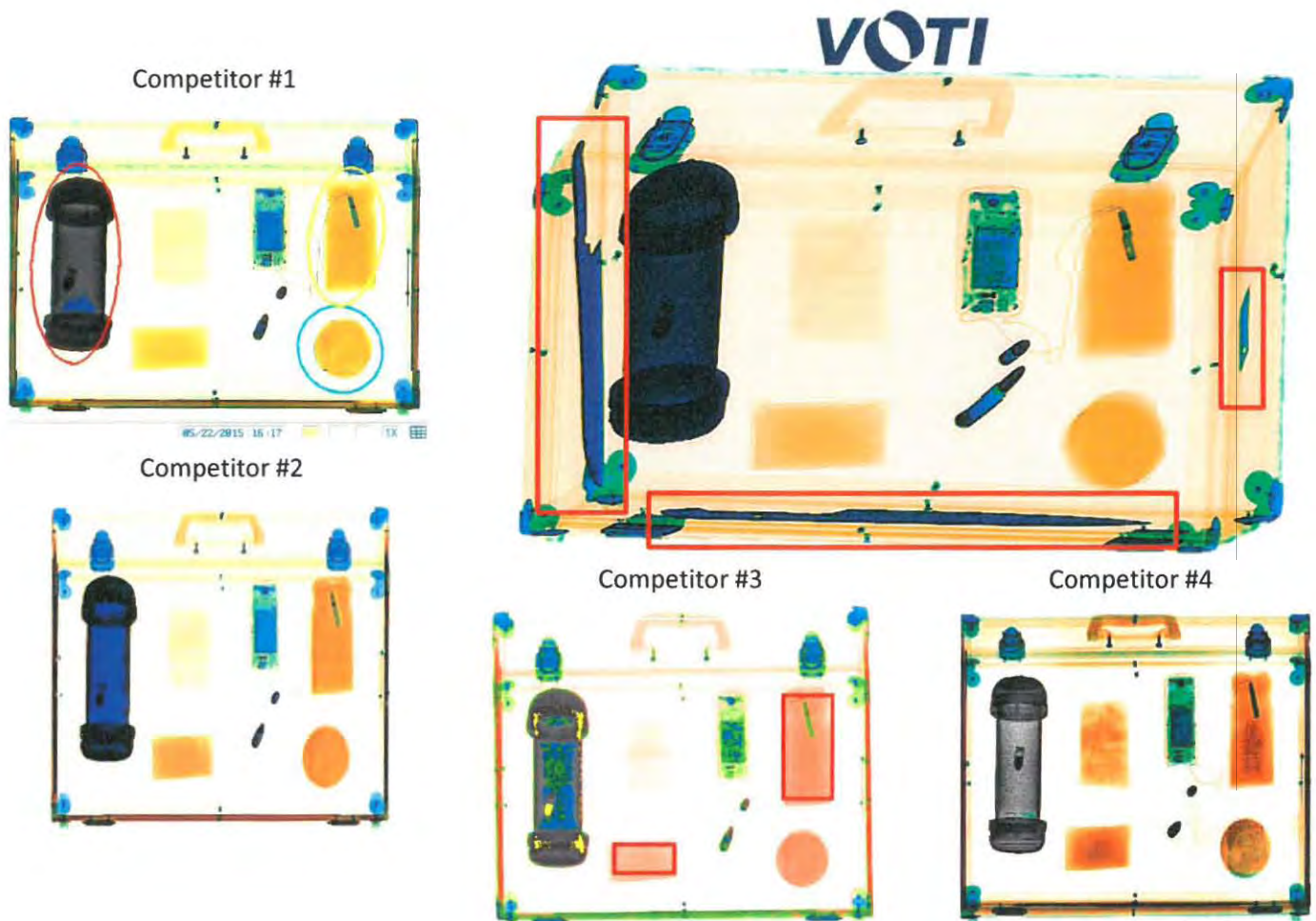


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## VOTI's 3D Perspective™ Technology

3D Perspective employs advanced geometrics and distortion-correcting algorithms to remove blind spots and increase the visibility of threats. 3D Perspective maximizes the screening area to produce images of unparalleled depth and detail, allowing operators to quickly identify threats. *We allow operators to see what competitors' 2D solutions find challenging or take multiple re-scans and image manipulation to identify*

### 3D Perspective: What isn't the Competition Seeing?



As seen above, VOTI's 3D Perspective image is noticeably more clear and detailed, **revealing threats not normally visible** in conventional systems. Cleverly placed knives, guns, and other hazardous or contraband



can be hidden from view in the seams of a suitcase and missed by operators that do not perform a manual search. With VOTI's XR3D scanners, concealed items are made obvious – a technological breakthrough in threat aversion.

## Industry Leading Remote Troubleshooting, Diagnostics, and Repair

Customer support services are critical to the operations of the County. That is why extensive health monitoring and diagnostics are performed on every machine to prolong the maintenance cycle and reduce the need for potentially costly support calls. **Of critical importance to ensure increased uptime, many issues can be fixed at the software level with remotely administered updates and patches.** In fact, VOTI's support team – with permission from the County – can gain access directly to the scanner when remote support is required.



VOTI's ability to perform remote diagnostics and repair is unmatched in the industry. In addition to remote diagnostics in the case of emergencies, automated software seasoning eliminates technician costs related to performing x-ray tube warming (de-gassing), extending the life of the x-ray generator, the most critical component of the machine.

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## Terms of Offer:

- Subject to the VOTI's Standard Terms & Conditions of Sale (attached)
- This quotation is valid for 30 days from the date of issuance.
- All prices are in USD and exclude applicable taxes.
- Payments will be as follows:
  - a. 30% down-payment upon placement of order
  - b. 70% at completion of Plant Acceptance (Ready-to-ship date)
- Delivery will be made in accordance with INCOTERMS 2010, DDP
- Cancellation of a Purchase Order prior to shipment will result in forfeiture of down-payment amount. Notwithstanding the above, Purchase Orders for customized Products or for models XR3D-10M, XR3D-15, XR3D-18, XR3D-20, or XR3D-25, cannot be cancelled under any circumstances.
- All payments under any contract resulting from this offer shall be made either by direct bank transfer to VOTI's account (banking info supplied at a later date).
- All system performance, dimension and weight specifications are in accordance with those specifications attached to this quotation.
- Any potential returns are subject to VOTI's Standard Return Policy.
- Scanner(s) will be delivered in their standard left-to-right configuration, unless an alternate configuration is specified within the Purchase Order.

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## Equipment Pricing

	DESCRIPTION	Unit Price	Units	Total Price \$USD
Product/Model	XR3D-60 3D Perspective X-ray scanner As per technical spec sheet: XR3D-600-60-EN-201801-03	\$16,250.00	1	\$ 16,250.00
Accessories	Roller Tables (1 m exit)	\$ 650.00	1	\$ 650.00
	Additional Monitor	\$ 350.00	1	OPTIONAL
Warranty and Service Agreements Options - VotiOPTION *Includes all Spare Parts	2 Year Parts and factory labor	INCLUDED	1	INCLUDED
Installation, Radiation Survey, Commissioning and Training	VotiSTART- 1 Day Includes: Installation/Radiation Survey/Commissioning VotiUNIVERSITY - Operator Training, up to 4 hours onsite, includes materials for up to 8 people	\$ 1,000.00	1	\$ 1,000.00
Shipping	<b>INCOTERMS 2010 DDP 400 Boardman Ave., Traverse City, MI, 49684</b> Total shipping for (1) XR3D-60 (Any change in the order affects shipping)			\$ 1,050.00
Total	Applicable taxes not included			\$ 18,950.00

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IMAGES ARE SUBJECT TO CHANGE

## Powerful 3D Perspective™ Technology

The XR3D-60, powered by BioSans™, is an easy to operate, single source scanner that provides operators with extremely detailed, more revealing images, enhanced detection capabilities and a very low cost of ownership.

With a tunnel opening of 615 mm wide by 425 mm high (24.2" x 16.7"), the XR3D-60 is the ideal solution for a variety of usages such as critical infrastructures, transportation and border operations where screening of parcels, bags and mail is required.

VOTI's scanners employ innovative 3D Perspective™ technology to deliver exceptional threat detection capabilities. Through an advanced intuitive touch screen interface, operators can manipulate and enhance scanned images in a variety of ways to better pinpoint and evaluate potential threats. The overall threat detection process is enhanced by a suite of software guided tools and features, including extended and configurable threat libraries.

## Product Highlights

- 3D Perspective™ Dual Energy Imaging
- Icon-Driven GUI with LCD Touch Screen
- Threat Alert and Material Classification
- One-touch, Instant View Last Five Bags
- Dynamic Pseudo Density Layering
- Multilingual Operation
- Auto-Archiving
- Network-Ready



## General Specifications

Dimensions:	Length (L): 2217 mm (87.3")
	Height (H): 1431 mm (56.3")
	Width (W): 828 mm (32.6")
Conveyor height:	763 mm (30") from floor
Tunnel size:	615 mm x 425 mm (24.2" by 16.7")
Max. object size:	600 mm x 400 mm (23.6" by 15.7")
Conveyor speed:	0.22 m/s (44'/min.) variable speed, bi-directional
Conveyor load:	160 kg (353 lbs) max. evenly distributed weight
Approx weight:	494 kg (1089 lbs)
System power:	120/240 VAC 10/5 A 50/60 Hz

## X-ray Generator and Image Performance

Generator:	Single x-ray generator operating at 160 kV
Cooling:	Sealed oil bath
Orientation:	Diagonal upwards
Duty cycle:	100%
Detectors:	Dual energy silicone photo diodes for color coding and material classification
Wire resolution:	Up to 40 AWG
Steel penetration:	Up to 37 mm*

As measured on VOTI proprietary test piece, ASTM F 792-08 Test Piece: Max measureable value: 34mm

## Computer Specifications

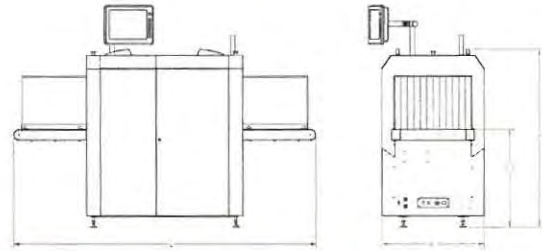
Networking:	WiFi/Ethernet enabled
Monitor:	22" colour LCD touch screen Resolution: 1920 x 1080

## Operating Environment

Storage temperature:	-20 to 60°C
Operating temperature:	+0 to 40°C
Relative humidity:	Up to 95% non-condensing

Certified to UL 61010-1, CAN/CSA 22.2 No. 61010-1-04, IEC 61010-1:2001  
CE compliant: 2006/95/EC, 2006/42/EC, 2004/108/EC  
FCC part 15  
FDA title 21, CFR 1010.2  
FDA title 21, CFR 1010.3  
FDA title 21, CFR 1020.4  
Health Canada Radiation Emitting Devices Act  
Maximum x-ray leakage: meets all applicable laws and regulations with respect to x-ray emitting devices  
Film safety: ISO 1600/33 DIN

## Dimensions



## Standard Features

- 3D Perspective™ dual energy imaging
- LCD touch screen
- Remote technical support
- Secure USB port for external storage available through BioSans™ software
- Auto-archiving (120,000 sessions)
- One-touch instant view of last 5 bags
- Extended shrouds
- Fully automatic, software-driven tube seasoning
- Network ready
- Automatic built in test & self diagnosis
- Scanned object counter
- Archive management module
- Administration module
- Restricted secure access key
- Bi-directional scanning
- VotiIMAGE™
  - Image Edge Enhancement (IEE)
  - Black & white and inverse video
  - Variable contrast control
  - Digital zoom to 64x, pan and flip
  - Dynamic pseudo layering
- VotiMAT™
  - Z<sup>eff</sup> color image
  - Organic / inorganic stripping
  - Z<sup>eff</sup> based calculation
- VotiDENS™
  - Automatic High Density Alert (HDA)
  - HD and VHD enhancement



## Applications & Options

- Multilingual operations
- Mail scanning for letters and envelopes
- Digital picture of objects scanned
- VotiALERT™
  - Threat assessment management system with automatic threat alert and material classification
  - Inspection & Tagging Recommended (ITR)
  - Area of Interest Highlighting (AIH)
- VotiRAM™
  - Risk Assessment Management (RAM) module with customizable operation and detection parameters
  - 5 security Levels
- VotiRAV™
  - Remote Archive Viewer and secondary screening of up to 5 VOTI x-ray scanners
  - Backup storage/archiving of scans
- VotiTIP™
  - Threat Image Projection software
  - TIP management system software
- VotiPMD™
  - Auto-detection of precious metals such as gold and platinum
- Extended roller tables
- Pressure sensitive mat
- Additional LCD touch screen
- Uninterruptible power supply (UPS)
- Stainless steel conveyor covers
- Power Conditioner

These specifications are subject to change without notice.  
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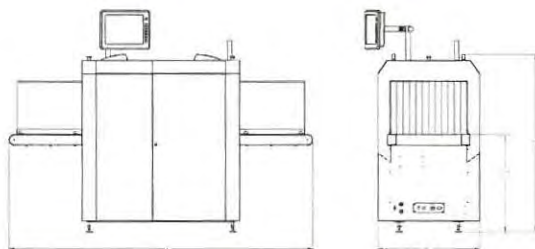
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CE compliant: 2006/95/EC, 2006/42/EC, 2004/108/EC  
FCC part 15  
FDA title 21, CFR 1010.2  
FDA title 21, CFR 1010.3  
FDA title 21, CFR 1020.4  
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**VOTI INC.**

## **STANDARD TERMS AND CONDITIONS OF SALE (Customer)**

The following Standard Terms and Conditions of Sale, together with any VOTI Inc. written quotation, apply to the supply of goods, services, or software (collectively, the "Products") by VOTI Inc. ("VOTI") to Customer. Products are provided to Customer subject to these Standard Terms and Conditions of Sale. No additional or conflicting terms and conditions printed on any Customer document exchanged in connection with the supply of Products, including without limitation, a purchase order or other document, will apply unless such additional terms and conditions are expressly accepted as overriding and substituting these Terms and Conditions of Sale in writing by an authorised officer of VOTI.

### **ORDERING**

Once VOTI has accepted an order, Customer may not cancel, terminate, reschedule, suspend performance of, or issue a hold on, such order, in whole or in part, without the prior written consent of VOTI, which consent, if given, shall be upon terms that will compensate VOTI for any loss or damage therefrom, including but not limited to any work in process or services performed, the price of Products shipped to, manufactured for, or held separately for Customer, and loss of profits, incurred costs, and a reasonable allocation of general and administrative expenses. If a Product return is agreed to by VOTI, Customer shall pay for the return of the Product to VOTI and VOTI reserves the right to charge Customer a restocking fee. Refunds issued to Customer pursuant to these terms, if any, will be issued as credit notes unless otherwise agreed by VOTI.

### **WARRANTY**

**Warranty:** VOTI warrants to Customer that (a) goods manufactured by VOTI or a VOTI affiliate will be free from material defects in material and workmanship and will substantially conform to their specifications published at the time of sale to Customer provided that for goods manufactured by third parties, only the original manufacturer's warranty, if any, will apply; (b) services will be performed diligently in accordance with normal industry standards; (c) software (which includes firmware) will perform substantially in accordance with its published specifications or the written VOTI technical specifications which accompany it. VOTI does not warrant that the operation of the Products will be uninterrupted or error-free.

**Remedies:** If a VOTI-manufactured Product fails to meet the foregoing warranties, VOTI will, at its option: (a) correct the failure, (for goods) by repairing any defective or damaged good or parts or making necessary repaired or replacement parts available at VOTI's place of repair or manufacture, (for services) re-performing the services, or (for software) repairing or replacing the defective software or (b) issue a refund of the Price paid for the defective Product. Any repaired or replacement Product will be warranted for the greater of (a) the remainder of the original warranty period for the repaired or replaced Product and (b) three (3) months from transfer to carrier at VOTI's site for delivery to Customer. Notwithstanding the foregoing, the total warranty shall not exceed 15 months from delivery of the original Product to Customer.

**Period:** Unless a different warranty period is set forth in VOTI's quotation, the above remedies will be available to address warranty failures arising in the year after completion of a Customer site acceptance test but no later than 15 months following the date the Product was first transferred by VOTI to the carrier for delivery to Customer.

**Notice:** These warranty remedies are conditional upon Customer giving prompt written notice to VOTI following discovery of the alleged failure. Customer shall have no warranty claims, unless VOTI receives from Customer, before the end of the warranty period and within thirty (30) days of the date on which Customer first came to know, or should have known, about the warranty claim.

**Fitness for Purpose:** Customer acknowledges that the x-ray security screening equipment supplied to Customer is intended to be used to assist in detecting the presence of unauthorized items and illegal or hazardous materials in or among mail, bags, parcels and cargo, as applicable. The degree of success with which the equipment fulfils its intended purpose depends on numerous factors, including without limitation the sophistication of efforts to conceal items and

materials, the chemical identity and quantity of such items and materials, the skill, diligence and qualifications of the equipment operator (where applicable) and environmental conditions. No security screening equipment can detect every item or material. Customer acknowledges that it has no expectation that the equipment can detect, or that it will detect, all materials or unauthorized items and shall ensure its own customers and end-users are notified accordingly.

**Warranty disclaimers:** VOTI's warranty obligations and Customer's remedies will not apply to any Products which (i) have been modified or otherwise altered other than pursuant to VOTI's written instructions or written approval or, (ii) are normally consumed in operation or, (iii) have a normal life inherently shorter than the specified warranty periods, or (iv) have not been properly stored, installed, used, maintained or repaired, in conformity with the most recent operation instruction manuals provided by VOTI, its suppliers or subcontractors (including without limitation, required annual preventive maintenance performed by a VOTI certified technician) or (v) have been subjected to any other kind of misuse or detrimental exposure, or (vi) have been involved in an accident, or (vii) have been damaged due or fail to perform as a result of their use with products that have not been approved by VOTI, or (viii) have been used with hardware or software that was not expressly specified in writing by VOTI as suited or approved for use, or (ix) have failed to be updated, or (x) are subject to changes in the environment in which it was installed, or (xi) have been installed or maintained by someone other than VOTI or persons certified by VOTI, or (xii) have been accidentally damaged, disassembled, modified, misused, repaired or reworked by any party other than VOTI or its authorized agents, improperly stored or handled, used in conjunction with another product that is incompatible or of an inferior quality, or used in applications which exceed the Product's specifications or ratings; or (xiii) neglected, improperly installed or otherwise abused or is used in hazardous activities, or (xiv) have been subject to acts or omissions of persons other than VOTI or its authorized representatives, or (xv) have been impacted by an Act of God (otherwise known as Force Majeure conditions) or (xvi) are prototypes. VOTI's warranty coverage is exclusive of on-site labour, travel and lodging expenses, which if required, shall be charged at VOTI's then current rates. Defective parts must be returned to VOTI's designated facility at Customer's expense in accordance with VOTI's then current "return materials authorisation" or "RMA" process. If the part is determined to be defective, VOTI will ship a repaired or replacement part to Customer under the same delivery terms as the original purchase. If the part is determined to be "NFF" ("no fault found" or otherwise not covered by warranty), the repair or replacement will be charged at the then current price (including, without limitation all related charges for shipping and handling) pursuant to VOTI's then applicable Standard Terms and Conditions of Sale.

**Refurbished Parts and Prior Testing:** Products may incorporate reconditioned or refurbished parts or subassemblies and may have been used in testing prior to sale.

### **SOLE REMEDIES**

THE CUSTOMER REMEDIES EXPRESSLY PROVIDED HEREIN WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND SHALL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST VOTI WITH RESPECT TO ANY NON-CONFORMANCE OF GOODS, SOFTWARE AND/OR SERVICES. EXCEPT AS EXPRESSLY SET OUT HEREIN, VOTI MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY PRODUCT. VOTI DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS, AND REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH IMPLIED WARRANTY MAY BE BASED, INCLUDING, WITHOUT LIMITATION, CONTRACT, COURSE OF

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*Unless other terms and conditions have been expressly accepted in writing by an authorized officer of VOTI, all supply by VOTI will be subject to VOTI's Standard Terms and Conditions of Sale.*

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**DEALING, USAGE, OR TRADE PRACTICE.****RIGHTS IN INTELLECTUAL PROPERTY AND TOOLING**

**All Rights Reserved:** Except as expressly agreed otherwise in writing, VOTI and its licensors reserve all rights, title and interests, including intellectual property rights, to (i) any software, firmware and/or documentation, and (ii) all intellectual property in and/or related to the Products. Intellectual property rights in the Products and VOTI documentation are licensed for their intended use, not sold. The use of a copyright notice on any Product or documentation shall not be taken to indicate that it has been published.

**No Reverse Engineering:** To the extent legally permissible, Customer agrees not to reverse engineer, translate, create derivative works of, decompile, separate, and/or disassemble, any Products or portions thereof nor allow or assist others to do so. Customer shall ensure all sub-distributors and end-users are subject to this same restriction.

**Marks and Labels:** Customer acknowledges the goodwill associated with VOTI's trademarks. Customer shall not obscure, remove or alter any trademarks, patent numbers, labels, serial numbers, product identification, copyright or other notices affixed to any Products, related documentation or packaging, without the express prior written consent of VOTI.

**COPYRIGHT, TRADE SECRETS, PATENTS**

VOTI will defend or settle any third-party claim against Customer that Products or documentation as delivered by VOTI infringe a third party's copyright, trade secret right or U.S., Canadian or OECD country patent provided Customer promptly notifies VOTI in writing, and cooperates with and provides control of the defense or settlement to VOTI, to the extent legally permissible. If any such Products or documents are held by a court of competent jurisdiction to constitute such an infringement and the use of the Products is enjoined, VOTI will, at its expense and option, either (i) procure for Customer the right to continue using the Products or documentation, (ii) replace them with non-infringing goods, (iii) modify them so they become non-infringing, or (iv) remove them and refund the purchase price (less reasonable depreciation for use and any transportation costs separately paid by Customer). The foregoing states Customer's sole and exclusive remedy and VOTI's entire liability for infringement of any intellectual property by the Products or documentation.

**Disclaimer:** The obligation to defend a claim as set out in the preceding paragraph will not apply to any goods or parts manufactured to Customer's design; or to Product modifications by Customer or a third party; or to Products not used as expressly provided within the documentation, VOTI's specification or related application notes; or to the use of any goods or parts furnished in conjunction with any other goods in a combination not furnished by VOTI as a part of this transaction. As to any such goods, parts, use or combination, VOTI assumes no liability or obligations whatsoever for defending claims of infringement.

**SOFTWARE**

**License:** Customer will have a non-exclusive license to use the software on the unit on which it is first installed for the purpose of using the Products for its intended purpose. No other use is permitted. The source code for software is not included. VOTI does not transfer ownership or title to any software, firmware, documentation, or modifications or copies thereof. VOTI only grants limited, non-exclusive licenses, as provided herein. VOTI does not permit Customer to make any modifications, copies or derivative works of software or firmware and Customer may not transfer software or firmware, except as part of the same Product on, with, or for, which it is delivered or made available. Software or firmware may include license terms provided by VOTI and/or its third-party licensors which will apply to the use of the firmware, and take precedence over these license terms.

**Documentation:** Customer is strictly prohibited from making copies of VOTI-supplied software and hardware documentation in whole or in part. Additional copies may be obtained from VOTI at its standard charges in effect at the time.

**Third-party software:** If third-party licensed software is provided, Customer will execute or otherwise accept any sublicense specified by the software licensor and provided by VOTI. The separate software license agreement will supersede the relevant portions of these standard terms and conditions of sale to the extent they are inconsistent with such license.

**LIMITATIONS OF LIABILITY**

THE TOTAL AGGREGATE LIABILITY OF VOTI TO CUSTOMER, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY PRODUCTS, WILL NOT EXCEED THE LESSER OF (A) THE PRICE PAID FOR THE PRODUCT THAT FIRST GAVE RISE TO THE CLAIM AND (B) \$15,000USD.

**LIABILITY EXCLUSIONS**

IN NO EVENT WILL VOTI BE LIABLE FOR DAMAGES SUCH AS LOSS OF PROFIT OR REVENUE, LOSS OF USE OF THE GOOD OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT OR DOWNTIME COSTS, LOSS OF BUSINESS INFORMATION, COSTS FOR WHICH CUSTOMER HAS ACKNOWLEDGED AND THUS ASSUMED THE RISK PURSUANT TO THE CLAUSE ENTITLED "FITNESS FOR PURPOSE" ABOVE, OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, ACCESSORY, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES. CUSTOMER WILL INDEMNIFY VOTI IN THE CASE OF THIRD PARTY CLAIMS AGAINST VOTI CAUSED BY CUSTOMER'S BREACH OF ITS AGREEMENTS WITH VOTI, NEGLIGENCE OR WILFUL MISCONDUCT.

**APPLICABLE TO ALL CLAIMS**

THESE LIMITATIONS OF LIABILITY WILL APPLY (i) TO ALL CLAIMS, WHETHER CONTRACTUAL OR EXTRA-CONTRACTUAL, I.E., WHETHER IN CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE), INFRINGEMENT, STRICT LIABILITY OR OTHERWISE AND (ii) TO THE BENEFIT OF VOTI, ITS SUBCONTRACTORS AND SUPPLIERS. CUSTOMER WILL OBTAIN FROM ITS CUSTOMERS A PROVISION AFFORDING VOTI AND ITS SUBCONTRACTORS AND SUPPLIERS THE PROTECTION OF THESE LIMITATIONS OF LIABILITY, LIABILITY EXCLUSIONS AND THIS PROVISION.

**EXCUSABLE DELAYS**

VOTI will not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform due to (i) causes beyond its reasonable control, or (ii) acts of God, acts of Customer, acts of civil or military authority, governmental priorities, strikes or other labour disturbances, floods, epidemics, war, riot, delays in transportation or component shortages, or (iii) inability on account of causes beyond the reasonable control of VOTI or its suppliers to obtain necessary materials, components, services or facilities. In the event of any such delay, the date of delivery or performance will be extended for a period equal to the time lost by reason of the delay.

**DELIVERY**

Unless otherwise set forth in VOTI's quotation, delivery of Products or tangible goods will be made "Ex Works" (Incoterms 2010), point of shipment at VOTI's location to Customer. Pick-up dates (where delivery is "Ex Works") and shipping dates (where delivery is not "Ex Works") are approximate and are based upon prompt receipt of all necessary purchase orders, payments, and other information as well as being dependent upon shop loading at the time the order becomes binding. The failure to perform or ship on such dates shall not be considered a breach by VOTI. Shipping from VOTI's location will be the sole responsibility of the Customer. If Customer fails to take possession of the Products or other tangible goods (whether through its carrier or directly) on the agreed date VOTI may, at its option, (a) charge its insurance, handling, storage of the goods and other out-of-pocket costs and refuse to give Customer possession of the Products or goods until payment of those cost as well as any other amounts that may be due; or (b) cancel the order without liability to Customer. Risk of loss or damage passes to Customer upon VOTI's release of possession of the Products to the carrier. Title, however, will be retained by VOTI until the Products or other tangible goods (as applicable) are paid in full.

**TERMS**

Unless otherwise set forth in VOTI's quotation, Products will be billed and payable in full prior to, in the case of tangible goods, shipment or pick-up by the carrier or in the case of services, performance. Interest at the rate of 12%/year, compounded monthly, will accrue on amounts paid more than one month after they become due. All fees, including reasonable attorney's fees, associated with collection of delinquent invoices are to be borne by the

*Unless other terms and conditions have been expressly accepted in writing by an authorized officer of VOTI, all supply by VOTI will be subject to VOTI's Standard Terms and Conditions of Sale.*

**Std T&C Export for customer 20171205**





Customer. Unless otherwise expressly agreed in writing, VOTI will not allow Customer, or carrier, to take possession of goods until payment is received in full.

**TAXES**

In addition to the price quoted by VOTI (or agreed in writing), Customer will pay any present or future sales, goods and services, excise, value-added, or other similar taxes resulting from VOTI's supply of any goods or services, unless Customer furnishes VOTI with a tax-exemption certificate acceptable to the taxing authorities.

**CONFIDENTIALITY**

In addition to the confidentiality obligations otherwise agreed to, Customer will protect any confidential information regarding VOTI goods, services and pricing and the terms and conditions of their sale.

**GENERAL**

**Ethical Business Practices:** Customer will conduct all business in an ethical manner in compliance with applicable laws of Canada and of the jurisdictions that Customer conducts business, including the "Corruption of Foreign Public Officials Act" (Canada) that deals with bribes and other illegal payments.

**Permits:** Customer is solely responsible for obtaining and complying with any necessary permits and licenses from any governmental authority, related to the purchase, export from Canada and import into the applicable jurisdiction, installation, erection and operation of any VOTI Products.

**Assignment and Resale:** Any delegation or assignment by Customer of its duties or rights must have VOTI's prior written consent. Except as otherwise expressly agreed in writing, Customer will not resell the goods or services to a third party without VOTI's prior written consent.

**Governing Law:** These standard terms and conditions of sale and any attachments will be governed by the internal substantive law in effect in the Province of Ontario and the laws of Canada applicable therein and without giving effect to the principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods (UNCISG) is expressly excluded. Any related dispute will be resolved by final and binding arbitration in Montreal, Canada, in English, before a sole arbitrator pursuant to the National Arbitration Rules of the ADR Institute of Canada, with the clarification that either party may bring any action in any court of competent jurisdiction for injunctive or provisional relief as necessary or appropriate. Each party will pay its own fees in relation to the arbitration except as otherwise ordered by the arbitrator.

**Entire Agreement:** Except as expressly agreed in writing in a document signed by a VOTI executive officer, these Standard Terms and Conditions of Sale constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and is the exclusive statement of the representations, undertakings and agreements of all parties with respect to the subject matter hereof. There are no representations, warranties, covenants, agreements, collateral understandings, oral or otherwise, expressed or implied other than those contained in these terms. Unless expressly accepted in writing by an executive officer of VOTI, VOTI will not be bound by (i) conditions in any document emanating from Customer, (ii) representations, understandings, or trade usage not expressly set forth in writing by VOTI, or (iii) amendments, waivers or other changes in the parties' respective obligations.

**No Waiver:** The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and shall in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative.

**Severability:** If and to the extent that any of these Standard Terms and Conditions of Sale, except payment obligations, become or are declared to be illegal by any court of competent jurisdiction, such terms shall be null and void and shall be deemed deleted from these Standard Terms and Conditions of Sale, but only to the extent that such term is illegal, it being the intent and agreement of the parties that the Standard Terms and Conditions of Sale shall be deemed amended by modifying such term to the extent necessary to make it legal while preserving its intent or, if that is not possible, by substituting therefore another term that is legal and achieves the same objective. All remaining terms of these Standard Terms and Conditions of Sale shall remain in full force and effect.

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*Unless other terms and conditions have been expressly accepted in writing by an authorized officer of VOTI, all supply by VOTI will be subject to VOTI's Standard Terms and Conditions of Sale.*

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**Std T&C Export for customer 20171205**

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## MEMO

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**To:** Grand Traverse County Board of Commissioners

**From:** Matt McCauley, CEO

**Date:** 1/30/19

**RE:** Federal Policy Regarding Nomination Process to Local Workforce Development Board

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Federal Workforce Innovation and Opportunity Act (WIOA) excerpt regarding regulations for appointment of workforce development board members....

### **Appointment of Board Members**

The Workforce Innovation and Opportunity Act (WIOA) Section 107(b) outlines the required composition of local Workforce Development Boards (WDBs) and the process for nominating and appointing members. Until the Governor, in partnership with the State Board, establishes criteria for use by the Chief Elected Official (CEO) for appointment of local WDB members, the following process shall be followed: Business representatives shall be appointed from among individuals nominated by local business organizations and business trade associations and representatives of labor organizations shall be appointed from among individuals who have been nominated by local labor federations. For members representing these two categories, the CEO must establish a formal policy to facilitate nominations. When there is more than one local area provider of adult education and literacy activities under Title II, or multiple institutions of higher education providing workforce investment activities, the CEO must solicit nominations from those providers and institutions, respectively, prior to appointing the required representatives. The CEO shall make all appointments to the local WDB.

Northwest Workforce Development Board bylaws excerpt regarding policy for appointment of workforce development board members....

### ARTICLE II: MEMBERSHIP

#### Sec. (1) Number of Members

The minimum number and representation of members shall reflect the standards within the Workforce Innovation and Opportunity Act. Nominations of private sector representatives for the WDB shall be made by general purpose business organizations within the local communities. Nominations of other required representatives (education, labor, community based organizations, rehabilitation, and others) shall be made by their representative groups and appointed to represent the entire region by the Northwest Michigan Council of Governments Board. All such appointments shall be made from representatives of the private sector, education, organized labor, and others in accordance with the standards established in the Workforce Innovation and Opportunity Act.



DATE: January 16, 2019  
TO: Grand Traverse County Board of Commissioners, Grand Traverse County Clerk  
FROM: Whitney Waara, Executive Director, Traverse City Area Chamber of Commerce  
CC: Matt McCauley, CEO, Networks Northwest  
FROM: Traverse City Area Chamber of Commerce  
RE: **Grand Traverse County Business Representative on Workforce Development Board**

Per state and federal regulations regarding the formation of regional workforce development boards, private sector business representatives must be nominated by a general-purpose business organization, such as the Traverse City Area Chamber of Commerce, and then formally appointed by the County Board of Commissioners. Therefore, we respectfully ask the Grand Traverse County Board of Commissioners to consider the Chamber's nominations for appointees to serve on the Workforce Development Board (WDB) on behalf of the business interests of Grand Traverse County.

Sue Peters has been one of Grand Traverse County's two business representatives on the Northwest Michigan WDB for a number of years and we recommend that she resume that role for another term. Ms. Peters is a strong Grand Traverse County representative as the Vice President of Human Resources at Munson Medical Center. Munson is not only one of the largest employers, but represents a very large segment of our overall regional economy.

Additionally, the Traverse City Area Chamber of Commerce nominates Sid Van Slyke, Senior Vice President Market Leader for West Shore Bank in Traverse City. Mr. Van Slyke represents a financial employer within the County. Currently, there are no representatives from the banking industry on the WDB and his financial perspective would provide great value. He also serves on the Great Lakes Children's Museum Board and is a Rotarian.

I am writing to respectfully request the appointment of both Sue Peters and Sid Van Slyke for three-year terms on the Northwest Workforce Development Board, ending 12/31/21. The Chamber's Board of Directors has endorsed these nominations.

As you likely know, the WDB does business in a combined fashion with the county commissioners' board (one commissioner serves from each of the counties in ten-county region), now called the Networks Northwest Board. Both of the aforementioned business leaders do an outstanding job representing the business interests of Grand Traverse County. They are extremely knowledgeable, experienced and effective. Sue and Sid have a tremendous degree of positive influence on the region and their leadership on the WDB would be an asset to Networks Northwest and the greater community.

Thank you for your consideration.

## RESOLUTION

**XX-2019**

### **Appointments to Workforce Development Board**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on February 6, 2019 and reviewed request to approve recommended appointments to the Northwest Michigan Workforce Development Board which is one of the responsibilities of Networks Northwest according to the Federal Workforce Innovation and Opportunity Act; and,

WHEREAS, Membership on the Workforce Development Board includes two (2) private sector business representatives from each of the ten counties of Michigan Prosperity Region 2 who are nominated by local chambers of commerce and appointed by the County Boards; and,

WHEREAS, Membership also included regional representatives of education, labor, community-based organizations, economic development and others who are appointed by the Networks Northwest Board; and,

WHEREAS, The recommendation of the Traverse City Area Chamber of Commerce is to appoint Sue Peters and Sid Van Slyke to the Workforce Development Board for the 3 year term ending 12-31-21; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County appoints Sue Peters and Sid Van Slyke to the Workforce Development Board, each for the three year term ending December 31, 2021.

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

APPROVED: February 6, 2019



## Action Request

Meeting Date:	February 6, 2019		
Department:	Resource Recovery	Submitted By:	David Schaffer
Contact E-Mail:	dschaffer@grandtraverse.org	Contact Telephone:	231.995-6075
Agenda Item Title:	2019 Hauler Licenses		
Estimated Time:	0 (in minutes)	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

### Summary of Request:

Staff has received and reviewed the following applications for 2019 hauler licenses:

#### Yard Waste Applications Received:

Y-2019-5 Natural Landscapes  
Y-2019-6 Lewis Lawn Service, LLC  
Y-2019-7 Landscape Management  
Y-2019-8 Hart's Outdoor Maintenance

Y-2019-9 Northern Green Lawn  
Y-2019-10 Heritage Landscape Design LLC

#### Special Solid Waste Applications Received:

SP-2019-6 Bloxsom Roofing & Siding Co.  
SP-2019-7 Acme Hauling  
SP-2019-8 Bay Area Recycling for Charities  
SP-2019-9 Springfield Inc.  
SP-2019-10 Mills Construction Service  
SP-2019-11 Bay Area Disposal

#### Solid Waste Applications Received:

SW-2019-1 American Waste  
SW-2019-2 Area Waste  
SW-2019-3 Waste Management  
SW-2019-4 Republic Services

The above applications have been found to be administratively complete and fee has been paid.  
(License numbers will be granted upon approval)

### Suggested Motion:

Approve 2019 hauler licenses as submitted by staff and authorize signature by Board of Commissioners Chair.

### Financial Information:

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

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

### Attachments:

Attachment Titles:

## RESOLUTION

**XX-2019**

### **Resource Recovery – 2019 Hauler Licenses**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on February 6, 2019 and reviewed requests to approve the Hauler Licenses for 2019 as follows:

Solid Waste Haulers:	American Waste Area Waste Waste Management Republic Services
Special Solid Waste Haulers:	Bloxsom Roofing & Siding Co. Acme Hauling Bay Area Recycling For Charities Springfield Inc. Mills Construction Service Bay Area Disposal
Yard Waste Haulers:	Natural Landscapes Lewis Lawn Service, LLC Landscape Management Hart's Outdoor Maintenance LLC Northern GreenLawn Inc. Heritage Landscape Design LLC

WHEREAS, the above applications have been found to be administratively complete and approval is recommended.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approve Hauler Licenses for 2019 as identified above.

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

APPROVED: February 6, 2019





## Action Request Form

Meeting Date:	February 6, 2019		
Department:	Information Technology	Submitted By:	Ming Mays
Contract Email:	mmays@grandtraverse.org	Contract Telephone:	231.922.4787
Agenda Item Title:	Environmental Systems Research Institute, ESRI GIS Software Licenses/Maintenance/Support Renewal		
Estimated Time:	5 minutes	Laptop Presentation:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

### Summary of Request:

- Environmental Systems Research Institute (ESRI) software is utilized for the development of GIS applications for the County. The software is used by Equalization/GIS and Central Dispatch departments.
- ESRI software is the sole source for the software licenses\maintenance & support. They are the developer of the software.
- The additional \$500.00 is for the Crew Force software by Tyler. Central Dispatch will be facilitating the software for the selected fire departments to improve workflow.
- The maintenance period covered is: 02/12/2019 to 02/11/2020.

### Suggested Motion:

**Request approval to renew the ESRI GIS software maintenance/support in the amount of \$15,800.00.**

### Financial Information:

Total Costs: \$ 15,800.00	General Fund Cost: IT Internal Service Fund collected from <b>Equalization</b> /GIS and Central Dispatch departments	Included in budget:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (Yr. 2019)
If not included in budget, recommended funding sources:			

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

Review:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		
Administration Recommended: Yes <input type="checkbox"/> No <input type="checkbox"/>		

Miscellaneous:

Attachments:

Attachment Titles:

(revised 9-2016)



## RESOLUTION

**XX-2019**

### **Geographic Information Systems – Environmental Systems Research Institute (ESRI)**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on February 6, 2019 and reviewed requests to approve renewal of the Environmental Systems Research Institute (ESRI) Geographic Information Systems (GIS) software maintenance/support in the amount of \$15,800.00 for the period 2-12-2019 through 2-11-2020; and,

WHEREAS, this software is utilized for the development of GIS applications for the County by both the GIS and Central Dispatch Departments; and,

WHEREAS, ESRI is the developer and sole source for software licenses/maintenance & support; and,

WHEREAS, an additional \$500.00 is included for the Crew Force software by Tyler which will facilitate the software for selected fire department to improve workflow; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approve renewal of the Environmental Systems Research Institute (ESRI) Geographic Information Systems (GIS) software maintenance/support in the amount of \$15,800.00 for the period 2-12-2019 through 2-11-2020.

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

APPROVED: February 6, 2019



380 New York Street  
Redlands, CA-92373  
Phone: (909) 793-2853

Invoice : 93577662  
Order : 3490862  
Customer : 106415  
Customer PO : EMAIL MAYS  
P.O. Date : 01/08/2019  
End User : 106415  
Project :

Document date : 01/09/2019  
Delivery :  
Contract : 318946

County of Grand Traverse

Bill to:  
Ming Mays  
County of Grand Traverse  
MIS Dept  
400 Boardman Ave  
Traverse City MI 49684-3506

## Invoice

Page : 1  
Ship to:  
Jon Wilson  
County of Grand Traverse  
MIS Dept  
400 Boardman Ave  
Traverse City MI 49684-3506

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at [www.esri.com/legal/software-license](http://www.esri.com/legal/software-license).

Item	Qty	Material Number	Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 02/12/2019 End Date: 02/11/2020	3,000.00
1010	4	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 02/12/2019 End Date: 02/11/2020	4,800.00
2010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 02/12/2019 End Date: 02/11/2020	500.00
4010	1	115680 ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle Start Date: 02/12/2019 End Date: 02/11/2020	5,000.00
4020	1	109839 ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$2,000.00 of the bundled price. Start Date: 02/12/2019 End Date: 02/11/2020	



380 New York Street  
Redlands, CA-92373  
Phone: (909) 793-2853

Invoice : 93577662  
Order : 3490862  
Customer : 106415  
Customer PO : EMAIL MAYS  
P.O. Date : 01/08/2019  
End User : 106415  
Project :

Document date : 01/09/2019  
Delivery :  
Contract : 318946

County of Grand Traverse

## Invoice

Page : 2

Item	Qty	Material Number	Price
4030	1	109840 ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$3,000.00 of the bundled price. Start Date: 02/12/2019 End Date: 02/11/2020	
4040	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 02/12/2016 End Date: 02/11/2020	2,000.00
Item Subtotal			15,300.00
Total:			USD 15,300.00

FEIN: 95-2775732

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Please detach lower portion and return with remittance



Ming Mays  
County of Grand Traverse  
MIS Dept  
400 Boardman Ave  
Traverse City MI 49684-3506

Remit Payment to:

Environmental Systems Research Institute, Inc.

By Check:

P.O. Box 741076  
Los Angeles  
CA 90074-1076

Electronic Instructions:

Bank: Bank of America  
Wire ABA: 026009593  
ACH ABA: 121000358

Acct#: 1496150335

Invoice: 93577662

Order: 3490862

Payer: 106415

Document Date: 01/09/2019

Total: USD 15,300.00

**esri**<sup>®</sup>

380 New York Street  
Redlands, CA-92373  
Phone: (909) 793-2853

Invoice : 93579896  
Order : 3493422  
Customer : 106415  
Customer PO : EMAIL MAYS  
P.O. Date : 01/10/2019  
End User : 106415  
Project :

Document date : 01/14/2019  
Delivery :  
Contract : 318946

County of Grand Traverse

Bill to:  
Ming Mays  
County of Grand Traverse  
MIS Dept  
400 Boardman Ave  
Traverse City MI 49684-3506

## Invoice

Page : 1  
Ship to:  
Ming Mays  
County of Grand Traverse  
MIS Dept  
400 Boardman Ave  
Traverse City MI 49684-3506

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at [www.esri.com/legal/software-license](http://www.esri.com/legal/software-license).

Item	Qty	Material Number	Price
3010	1	100571 ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 02/12/2019 End Date: 02/11/2020	500.00
Item Subtotal			500.00
Total:			USD 500.00

FEIN: 95-2775732  
DUNS/CEC: 06-313-4175 CAGE: 0AMS3  
Please detach lower portion and return with remittance

**esri**<sup>®</sup>

Ming Mays  
County of Grand Traverse  
MIS Dept  
400 Boardman Ave  
Traverse City MI 49684-3506

Remit Payment to:  
Environmental Systems Research Institute, Inc.

**By Check:**

P.O. Box 741076  
Los Angeles  
CA 90074-1076

**Electronic Instructions:**

**Bank:** Bank of America  
**Wire ABA:** 026009593  
**ACH ABA:** 121000358

**Acct#:** 1496150335

Invoice: 93579896  
Order: 3493422  
Payer: 106415

**Document Date: 01/14/2019**

**Total: USD 500.00**

RESOLUTION

**XX-2019**

**Grand Traverse County Board Rules**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on February 6, 2019 and reviewed the Board Rules as presented; and,

WHEREAS, Updates and changes that were discussed since January 1, 2019, were incorporated and the final product is attached; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approve the Board Rules attached hereto and hereby becoming a part of this resolution effective this date.

APPROVED: February 6, 2019

# **COUNTY BOARD OF COMMISSIONERS RULES OF ORDER**

**Effective February 6, 2019**

**(All previous versions of these rules are rescinded in their entirety)**

## **1. AUTHORITY**

These rules are adopted by the Grand Traverse County Board of Commissioners pursuant to MCL 46.11, as amended.

## **2. MEETINGS**

### **2.1 Organizational Meeting**

**2.1.1** The first meeting in each calendar year shall be the organizational meeting.

#### **2.1.2 Procedure in Odd Numbered Years**

In each odd numbered year, the County Clerk shall preside. As the first item of business the County Clerk may administer the oath of office to the Commissioners, if they have not taken the oath of office.

The second item of business shall be the election of the Chairperson of the Board and Vice-Chairperson. The County Clerk shall call for nominations for the office of Chairperson and when nominations are closed by majority vote or no other nominations are forthcoming, the County Clerk shall order the roll of Commissioners to be called. When one nominee receives a majority of the votes of the members elected and serving, the nominee shall be declared the Chairperson.

The newly elected Chairperson shall assume the Chair and proceed with the election of the Vice-Chairperson, appointment of committee members, and the adoption of the Board Rules.

If the Commissioners present shall not cast a majority for one nominee, the County Clerk shall continue to preside until a majority of Commissioners elects one of its members to be Chairperson. The Board of Commissioners may proceed onto other agenda matters as they shall decide.

#### **2.1.3 Procedure in Even Numbered Years**

In even numbered years, the first order of business shall be the election to the office of Vice-Chairperson and appointment of Commissioners to standing committees and liaison positions. The Chairperson shall make all such appointments and shall appoint a Chairperson and Vice-Chair for each standing committee. All appointments shall be subject to approval of the full Board.

**[MCL 46.1; 46.3]**

## **2.2 Regular Monthly Meetings**

Regular meetings of the Board of Commissioners shall be held on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month, unless otherwise changed by the Board.

**[MCL 209.5]**

## **2.3 Study Sessions**

Study sessions are meetings designed to provide an opportunity for in-depth discussion of a matter and the agenda for any study session shall be requested by the County Administrator, Board Chairperson, or three County Commissioners. The Board of Commissioners shall not take any action at study sessions on any items discussed at the study sessions. Study Sessions of the Board of Commissioners shall be scheduled on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesday of each month at the same location where regular meetings are held. The Board Chairperson may cancel a study session if there is nothing to consider on the agenda after consultation with the County Administrator. Cancellation shall occur no later than 48 hours before the scheduled study session.

## **2.4 Annual Meeting**

The annual meeting shall be the last September regular Board meeting. The annual meeting may be held concurrently with the Board's regular meeting.

**[MCL 46.1; MCL 46.63]**

## **2.5 Equalization Meeting**

The equalization meeting shall be held on the Tuesday following the second Monday in April. The equalization report shall be completed before the first Monday in May.

**[MCL 211.34; 209.5]**

## **2.6 Emergency Meetings**

Emergency meetings of the Board of Commissioners may be held only with the approval of two-thirds (2/3 (5)) of the members of the Board and only if delay would threaten severe and imminent danger to the health, safety, and welfare of the public. A meeting is defined as an emergency meeting only if it must be held before the public notice as provided in rule 4 can be given.

## **2.7 Place of Meetings**

Meetings of the Board of Commissioners or any of its committees shall be held in the Governmental Center located at 400 Boardman Avenue, Traverse City, Michigan, unless public notice of the meeting states a different location. Whenever the regular meeting place shall appear inadequate for members of the public to attend, the Chairperson may

change the meeting location to a larger facility in the County. A notice of such change shall be prominently posted on the door of the regular meeting place. The County Clerk shall also give notice of the change in the meeting place in a newspaper if time permits.

### **2.8 Time of Regular Meetings and Study Sessions**

Regular meetings and study sessions of the Board of Commissioners shall begin at a fixed time as established annually by the Board at the organizational meeting. The Board shall not begin considering any matter on the agenda not yet under consideration beyond four hours after the Board Chairperson calls the meeting to order except upon the unanimous consent of the members present. Matters on the agenda and not yet acted upon at the time of adjournment will be placed on the agenda of the next regular meeting or a special meeting if one is called.

**2.9 Changes in Meeting Schedule; Recessed Meetings; Special Meetings** By a majority vote of the Board members elected and serving, changes may be made to the meeting schedule including time and place, or to recess any meeting to a later date. A special meeting of the County Board of Commissioners shall be held only when requested by at least 1/3 (3) of the members of the Board. The request shall be in writing, shall be addressed to the County Clerk, and shall specify the time, date, place, and purpose of the meeting. Upon the reception of a request, the County Clerk shall give notice to each of the commissioners at least 18 hours prior to the meeting, except in the case of an emergency meeting called in accordance with MCL § 15.265 (see Rule 2.6), in one of the following manners: by causing notice to be delivered to the Commissioners personally; or by leaving the notice at the residence of the Commissioner; or, by telephone, including leaving a message on a telephone answering machine, to a telephone number previously supplied for such purposes by the Commissioner; or, by email to an address previously supplied for such purpose by the Commissioner; or, by confirmed facsimile transmission to a fax number previously supplied by the Commissioner. Notice may also be delivered to a Commissioner by mailing a copy of the notice to his or her post office address by certified mail with return receipt requested, at least 10 days before the time of the meeting. Public notice of the time, date, and place of the meeting shall be given in the manner required by the Open Meetings Act and Rule 4, below.

**[MCL 46.10; 15.265]**

## **3. QUORUM**

A majority of the elected and serving members of the County Board of Commissioners constitutes a quorum for the transaction of the ordinary business of the County.

**[MCL 46.3]**



#### **4. PUBLIC NOTICE OF MEETINGS**

The County Clerk shall provide the proper notice for all meetings of the Board of Commissioners. A meeting of the Board shall not be held unless public notice is given as provided in this section by the County Clerk. Such notice shall include, but not necessarily be limited to the following.

##### **4.1 Regular, Annual, Organizational, Study Sessions and Equalization Meetings**

For regular meetings, as well as the annual meeting, organizational meeting, study sessions and equalization meeting, the County Clerk shall post a notice within 10 days after the organizational meeting of the Board in each calendar year a public notice stating the dates, times, and places of its regular, study sessions, annual, organizational and equalization meetings.

##### **4.2 Schedule Change**

If there is a change in the schedule of regular meetings of the Board, there shall be posted within 3 days after the meeting at which the change is made, a public notice stating the new dates, times, and places of its regular meetings. Except as provided in this subsection, for a rescheduled regular or a special meeting of the Board, a public notice stating the date, time, and place of the meeting shall be posted at least 18 hours before the meeting. The requirement of 18-hour notice shall not apply to special meetings of subcommittees of the Board.

##### **4.3 Recessed Meetings**

A meeting of the Board which is recessed for more than 36 hours shall be reconvened only after public notice, which is equivalent to that required under subsection 4.2, has been posted.

##### **4.4 Emergency Meetings**

Nothing in this section shall bar the Board from meeting in emergency session in the event of a severe and imminent threat to the health, safety, or welfare of the public when 2/3 (5) of the members serving on the Board decide that delay would be detrimental to efforts to lessen or respond to the threat.

##### **4.5 Special Notice Requirements for Meetings at Residential Dwellings**

A meeting of the Board may only take place in a residential dwelling if a nonresidential building within the boundary of the local governmental unit or school system is not available without cost to the Board. For a meeting of the Board of Commissioners which is held in a residential dwelling, notice of the meeting shall be published as a display advertisement in a newspaper of general circulation in the city or township in which the meeting is to be held. The notice shall be published not less than two days before the day on which the meeting is held, and shall state the date, time, and place of the meeting. The notice, which shall be at the bottom of the display advertisement and which shall be set

off in a conspicuous manner, shall include the following language: "This meeting is open to all members of the public under Michigan's open meetings act".

#### **4.6 Notification to Media and Others**

The County Clerk shall notify, without charge, any newspaper or radio or television station of the Board's meeting schedule, schedule changes, or special or emergency meetings whenever such media establishment has filed with the County Clerk a written request for such notice. The County Clerk shall also notify other individuals or organizations of regular meetings schedules, or special or emergency meetings, but only upon their written requests and agreement to pay the county for printing and postage expenses. The County Clerk shall mail all such notices required by the rule by first class mail or email.

**[MCL 15.265 and 15.266; MCL 46.10]**

### **5. AGENDA FOR REGULAR MEETINGS**

The County Administrator, after first reviewing pending matters and requests, shall prepare the agenda of business for all regularly scheduled Commission meetings. Any Commissioner, department head, elected official, or chair of any board, authority or commission, desiring to place a matter on the agenda shall notify the County Administrator of such item by 3:00pm on Monday of the week preceding the meeting. Items received after the agenda has been posted shall not be considered by the Board unless approved by a majority vote of the Board members elected and serving.

#### **5.1 Agenda for Special Meetings**

Whenever the Board is called into session pursuant to Rule 2.9, changed, recessed and special meetings, the agenda shall be included in the notice of the meeting and no other matter shall be considered except when all Board members are present and a majority concurs.

#### **5.2 Distribution of Agenda and Materials**

Upon the completion of the agenda, the County Administrator shall immediately distribute copies of the agenda together with copies of reports, supporting information and documentation that relates to the matters of business on the agenda. Commissioners shall be entitled to receive such materials not later than closed of business on the Friday preceding the next regular meeting.

#### **5.3 Consent Calendar**

##### **5.3.1 Consent Calendar – Defined**

The Consent Calendar shall consist of those matters that the Board of Commissioners has determined to be "routine" and usually matters about which the Board commonly concurs. Among such matters are the approval of minutes, reports of departments,

committees and other boards, commissions and authorities, and other matters that the Board of Commissioners is required by statute or Board Rule to approve.

### **5.3.2 Consent Calendar – Procedure**

The County Administrator, in preparing the meeting agenda, shall list those matters under the heading of “consent calendar” and include the associated materials with those distributed to the members in accordance with rule 5.2. At a meeting of the Commissioners where a consent calendar has been prepared, the Board, upon the motion of a Commissioner, shall vote on the approval of the matters included under the consent calendar. Before putting the question to the Commissioners, any member of the Board, the public, or staff may request that an item or items be removed from the consent calendar and such request shall be granted. The Chairperson shall then direct the County Clerk to remove such matters and place them in their usual place on the meeting’s agenda. A vote shall not be required to remove a matter from the consent calendar. The Chairperson shall then call a roll call vote to approve or disapprove the consent calendar.

### **5.4 Order of Business**

After the Chairperson calls the meeting to order, the following shall be the order of the business for all regular meetings of the Board:

- a. Opening Ceremonies, Exercises, or Invocation\*
- b. Roll Call
- c. Approval of Minutes of Last Regular (and/or special) Meeting(s) of the Board (reading aloud is waived as long as the Board has been furnished a copy in the packet prior to the meeting)
- d. First public comment†
- e. Approval of the agenda
- f. Action on consent calendar
- g. Special orders of business
- h. Items removed from consent calendar
- i. Department Action Items (includes Administration)
- j. Unfinished business
- k. New business
- l. Second public comment†
- m. Commissioner committee reports++
- n. Notices
- o. Closed session, if needed
- p. Adjournment

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

†Public comment may be allowed during the meeting in accordance with rule 6.3.2.6.

++ At the 2<sup>nd</sup> Board meeting of the month, each department director or appropriate staff member, on a rotating basis, will provide a 5 minutes report to the Board.

## **6. CONDUCT OF MEETINGS**

### **6.1 Chairperson**

The person elected Chairperson in each odd numbered year shall preside at all meetings of the Board. In the absence of the Chairperson, the person elected to the position of Vice-Chairperson in the first meeting each year shall preside. If neither the Chairperson nor Vice-Chairperson is present, the County Clerk shall preside until the Commissioners present elect a Commissioner to preside during the absence of the Chairperson and Vice-Chairperson. The Chairperson shall have all the same rights as other members with respect to procedural matters, debate and voting.

### **6.2 Rights and Duties of Board Members**

All Board members who wish to speak on a motion subject to debate shall be permitted to speak once before any Board members shall be allowed to speak a second time. When a Board member is speaking on any question before the Board, the Board member shall not be interrupted except to be called to order. When a Board member is called to order, the Board member shall immediately cease speaking. The Board, if appealed to, shall decide the case. If there is no appeal, the ruling of the Chairperson shall be final. When a Board member is commenting on a question before the Board, the Board member cannot conclude their comments by moving the previous question. Board members shall not engage in dialogue with members of the public who address the Board, however, questions are permitted. The Chairperson shall vote on all questions except on an appeal from his or her own decision.

### **6.3 Rights of the Public**

#### **6.3.1 Right of the Public to be Present**

All persons shall be permitted to attend any meeting unless a closed meeting may be held in accordance with the provisions of sections 7 and 8 of the Open Meetings Act. No conditions on attendance may be placed on the public such as requiring that an attending person provide his name or other information. A person shall not be excluded from a public meeting except for a breach of the peace actually committed at the meeting.

**6.3.2 Right of the Public to Address the Meeting.** Any person shall be permitted to address a meeting of the Board which is required to be open to the public under the

provisions of the Michigan Open Meetings Act, as amended, MCLA 15.261, et. seq. Public comment shall be carried out in accordance with the following procedure:

#### **6.3.2.1 Name and Address**

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

#### **6.3.2.2 Permitted Topics**

Persons may address the Board on matters or issues which are relevant and germane to County government.

#### **6.3.2.3 Individuals**

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

#### **6.3.2.4 Groups**

Whenever a group wishes to address the Board, the group shall identify itself and make it known ahead of time that it wishes to address the Board in order to facilitate the planning of time allotments to various portions of the agenda. The Chairperson may require that the group designate a spokesperson; the Chairperson shall control the amount of time the spokesperson shall be allowed to speak, which shall not exceed ten (10) minutes. The Chairperson may, at his or her discretion, extend the amount of time the spokesperson is allowed to speak.

#### **6.3.2.5 Special Presentations**

It is expected that most special presentations will take place at study sessions. Should a special presentation be scheduled at a regular meeting of the Board, the person(s) invited by the Board or County Administrator will provide information on a specific item limited to 10 minutes, exclusive of questions. The Board shall limit its questions to 5 minutes. The Chairperson may, at his or her discretion, extend the amount of time for the presentation, the questions, or both.

#### **6.3.2.6 Time of Public Comment**

Public comment will be solicited during the two public comment periods noted in Rule 5.4, Order of Business. However, public comment will generally be received at any time during the meeting regarding a specific topic currently under discussion by the Board. Members of the public wishing to comment should raise their hand or pass a note to the County Clerk in order to be recognized, and shall not address the Board until called upon by the Chairperson. Neither the Chairperson nor the Board shall end or conclude any public comment period until

each and every member of the public desiring and/or requesting to make a public comment during a public comment period has a full and fair opportunity to do so. (See *Laurence v Grand Traverse County Board of Commissioners*, Grand Traverse County Circuit Court Case No. 13-30092 CZ)

#### **6.3.2.7 Addition to Public Comment Language**

The following phrase will be added to the public comment language on the agenda: “Please be respectful and refrain from personal or political attacks.”

#### **6.4 Form of Address**

Each person who speaks shall direct his/her comments to the Chairperson. In order to avoid unscheduled debates, the Board generally will not comment or respond to a person who is addressing the Board. Silence or non-response from the Board should not be interpreted as disinterest or disagreement by the Board. Board members wishing to address a member of the public during public comment shall first obtain the approval of the Chairperson.

#### **6.5 Disorderly Conduct**

The Chairperson shall call to order any person who is behaving in a disorderly manner by speaking or otherwise disrupting the proceedings, by failing to be germane, by speaking longer than the allotted time, or by speaking vulgarities. Such person shall thereupon be seated until the Chairperson shall have determined whether the person is in order. If a person so engaged in presentation shall be ruled out of order, he or she shall not be permitted to speak further at the same meeting except upon special leave of the Board of Commissioners. If the person shall continue to be disorderly and to disrupt the meeting, the Chairperson may order the sergeant-at-arms, who shall be the County Sheriff or any of his/her deputies, to remove the person from the meeting. No person shall be removed from a public meeting except for an actual breach of the peace committed at the meeting.

[MCL 15.263]

### **7. CHAIRPERSON; VICE-CHAIRPERSON**

#### **7.1 Election**

At the organizational meeting held in January of each year, the Board shall elect, from among its members a Chairperson (in odd numbered years only) and a Vice-Chairperson. The concurrence of a majority of all members of the Board shall be necessary for election. The Chairperson and Vice-Chairperson shall begin their duties immediately upon their election. The Chairperson shall serve a two year term; the Vice-Chairperson shall serve a one year term.

## **7.2 Duties**

The Chairperson shall preside at a meeting of the Board, but if the Chairperson is absent from a meeting, the Vice-Chairperson shall preside. A Chairperson may administer an oath to a person concerning a matter submitted to the Board of Commissioners or connected with the discharge of its duties, may issue subpoenas for witnesses, and may compel the attendance of a witness in the same manner as a court of law. The Chairperson shall be the agent for the Board in the signing of contracts, orders, resolutions, Determinations, Board minutes and certifications. Unless otherwise agreed by the Board, the Vice-Chairperson is designated to affix his or her signature to contracts, bonds, and other documents requiring the signature of the Chairperson, if the Chairperson is unable to do so because of illness or other exigency which, in the opinion of the Board, prevents the Chairperson from performing the functions of the office.

**[MCL 46.3(4)]**

## **8. RECORD OF MEETINGS**

### **8.1 Minutes and Official Records**

The County Clerk, or in his or her absence the County Clerk's deputy, shall be the Clerk of the Board and shall be responsible for maintaining the official record and minutes of each meeting of the Board. The minutes shall include all the actions and decisions of the Board with respect to substantive (non-procedural) motions. The minutes shall include the names of the mover, the person seconding the action, and the vote of the Commissioners. The record shall also state whether the vote was by voice or by roll call, and shall show how each Board member voted.

The County Clerk shall maintain in the Office of the County Clerk copies of each resolution and ordinance or other matter acted upon by the Board. The official minutes, however, may refer to those matters by an identifying number and the descriptive title of the ordinance, resolution, or other matter.

### **8.2 Record of Discussion**

The County Clerk shall not be responsible for maintaining a written record or summary record of the discussions or comments of the Board members, nor of the comments made by members of the public. The County Clerk, though, shall be responsible for keeping an electronic record of each meeting of the Board of Commissioners. Each such recording shall be maintained in the Office of the County Clerk for a period of six months following the date of the meeting. Thereafter, the recording may be discarded unless the recording shall be pertinent to any legal proceeding then underway, pending, or reasonably anticipated.



### **8.3 Public Access to Meeting Records**

The County Clerk shall make available to members of the public the records and minutes of the Board meetings in accordance with the Freedom of Information Act. Board minutes, prepared but not approved by the Board, shall be available for public inspection not more than eight business days following the meeting. Minutes approved by the Board shall be available within five business days after the date of the meeting in which the minutes were approved. The County Clerk shall promptly mail copies of the minutes to persons who have subscribed.

### **8.4 Publication of Minutes**

Immediately following each session of the Board of Commissioners, the County Clerk shall prepare a report of the proceedings of the Board at that meeting and make the report available as soon as possible in the Office of the County Clerk for public inspection and copying without charge, and mail copies of the report upon request without charge, and advertise that the report is available from the Office of the County Clerk in the Traverse City Record Eagle or other well-established newspaper in the County.

**[MCL 46.4; MCL 15.269; MCL 15.231-15.244 and MCL 15.261-15.275]**

## **9. OFFICIALS NOT TO BENEFIT**

### **9.1 Conflicts of Interest, County Commissioners**

County Commissioners shall comply with all requirements of MCL 15.322, Public Servants Contracting with the Public Entity they serve.

### **9.2 Conflicts of Interest, Other Board, Commission, Authority or Committee Members**

Any person who serves on any County board, commission, authority, special or advisory committee and who qualifies as a public servant shall not be a party, directly or indirectly, to any contract between himself or herself and the public entity of which he or she is an officer or employee and shall comply in all respects with MCL 15.322, Public Servants Contracting with the Public Entity they Serve.

**[MCL 46.30; MCL 46.30a; MCL 15.322 and 15.323]**

## **10. MOTIONS, RESOLUTIONS AND ORDINANCES**

### **10.1 Method of Making Motions.**

No motion shall be put before the Board for discussion or decision unless seconded and shall be restated by the chairperson prior to debate. Any motion shall be put in writing at the request of any Board member. Any motion may, with the permission of the Board member who made the motion and the Board member who seconded the motion, be withdrawn at any time before the motion has been adopted. All motions and amendments or substitutes thereto shall be entered in the minutes of the Board unless withdrawn.

## **10.2 Resolutions and Ordinances to be in Writing**

All resolutions and ordinances shall be presented in writing and must be seconded before debate. Any resolution or ordinance may, with the permission of the member who made the motion and the second, be withdrawn at any time before the same has been adopted. All resolutions, ordinances, and amendments or substitutes thereto shall be entered in the minutes of the Board unless withdrawn.

## **10.3 Procedural Motions**

### **10.3.1 Motion to Adjourn**

A motion to adjourn shall always be in order except while a vote is being taken on any other motion already before the Board, or when a Board member has the floor; provided that there shall be other intervening business or a change in the circumstances between the two motions to adjourn.

### **10.3.2 Motion to Clear the Floor**

This motion may be made by the Chairperson or a Board member at any time procedural matters have become sufficiently confused. If the motion to clear the floor has been adopted, it shall clear the floor of all motions as though they have been withdrawn. The motion shall not be subject to debate nor, if adopted, to reconsideration.

### **10.3.3 Motion to Reconsider**

A motion to reconsider shall be in order on any question the Board has decided except for a motion to clear the floor. The motion to reconsider shall be in order only on the same day as the vote to be reconsidered was taken. The motion to reconsider shall be made only by a member who voted with the prevailing side.

### **10.3.4 Appeal Ruling of the Chairperson**

Any Commissioner may appeal the ruling to the chairperson. On all appeals receiving a second, the question shall be, "Shall the decision of the Chairperson stand as the decision of the County Board?"

### **10.3.5 Division of Question**

If a pending main motion (or an amendment to it) contains two or more parts capable of standing as separate questions, the Board can vote to treat each part individually in succession. Such a course is proposed by the motion for division of a question.

### **10.3.6 Withdrawal or Modification of Motion by the Maker**

The Chairperson shall accept a "friendly amendment" of a motion when the following two requirements are met -- first, there is an agreement between the member who made the motion and the member who seconded the motion and second, no other member

objects to the friendly amendment. If these two requirements are not met, then the requirements stated in the below two paragraphs of this Rule 10.3.6 shall be followed.

Once a motion has been made, the member who made it may withdraw or modify the motion at any time prior to when the Chairperson states the motion. After the motion has been stated by the Chairperson, the mover must ask permission to withdraw the motion. Upon the making of such a request, the Chairperson shall announce: “Unless there is objection [pause] the motion is withdrawn.” If there is an objection, any other Commissioner can move that permission to withdraw be granted, and no second is required. A request for permission to withdraw a motion, or motion to grant such permission, can be made at any time before voting on the question has begun, even though the motion has been since modified. Any Board member can suggest that the maker of a motion ask permission to withdraw it, which the maker can do or decline to do, as he chooses. After a motion has been withdrawn, the situation is as though it had never been made; therefore, the same motion can be made again at the same meeting.

To modify a motion after it has been stated by the Chairperson, the maker asks Permission to do so, as in the case of withdrawal of a motion. If there is no objection, the Chairperson states the question on the modified motion. If anyone objects, and amendment is otherwise proper, the modification must be approved by a majority vote of those members present. The amendment requires a second if moved by the member who originally made the request.

#### **10.3.7 Motion to Lay on the Table**

A motion to lay on the table may be made by the Chairperson or any other Commissioner at any time prior to a vote on the main motion. A second is required and the motion requires a majority present to approve. If the motion to lay on the table is approved, consideration of the main motion is suspended temporarily without setting a time for resuming its consideration, but with the provision that it can be taken up again whenever a majority so decides.

#### **10.3.8 Motion to Take from the Table**

A motion to take from the table may be made by the Chairperson or any other Commissioner to reconsider a main motion that has been laid on the table. A second is required and a motion to take from the table must be approved by a majority present. A question that has been laid on the table remains there and can be taken from the table during the same session, or at the next session after it was laid on the table. If not taken from the table within these time limits, the question dies, although it can be renewed at a later date.

#### **10.3.9 Motion to Amend; Secondary Amendments; No Tertiary Amendments**

A motion to amend a main motion, called a “primary amendment,” takes precedence over the main motion. Any Commissioner may move to amend a main motion so long as they

have the floor. A second is required. Amendments must be germane to the main motion, that is, it must in some way involve the same question that is raised by the motion to which it is applied. The Chairperson shall rule out of order any proposed motion to amend that is not germane.

A motion to amend an amendment to a main motion is called a “secondary amendment” and shall take precedence over a main motion or primary amendment. A secondary amendment also requires a second. A secondary amendment cannot be amended. Only one primary and one secondary amendment are permitted at a time, but any number of each can be offered in succession—so long as they do not again raise questions already decided.

#### **10.3.10 Motion to Postpone Indefinitely**

A motion to postpone indefinitely is a motion that the assembly decline to take a position on the main motion, and is in order only when the main motion is pending. Its adoption kills the main motion (for the duration of the session) and avoids a direct vote on the question. A motion to postpone indefinitely requires a second and a majority present to approve. An affirmative vote on the motion to postpone indefinitely can be reconsidered. A negative vote on it cannot be reconsidered.

#### **10.3.11 Motion to Rescind**

A member who makes a motion to rescind something previously adopted must provide prior notice of the intent to present such a motion either at: (1) a previous Board meeting so long as that meeting was within 90 days of the meeting where a vote on the Motion to Rescind is to occur, or (2) no less than seven days prior to the meeting where a vote on the Motion to Rescind is to occur. If the member fails to provide such pre-meeting notice, then the vote required to rescind is two-thirds of those members elected and serving at the meeting where the motion to rescind is voted upon.

#### **10.3.12 Order of Precedence of Motions**

Only one motion may be pending at one time. Generally, a main motion yields to all secondary motions. Secondary motions shall take precedence in the following order:

1. Fix the Time to Which to Adjourn
2. Adjourn
3. Recess
4. Raise a Question of Privilege
5. Call for the Orders of the Day
6. Lay on the Table (To interrupt the pending business so as to permit doing something else immediately)
7. Previous Question (Immediately to close debate and the making of certain motions)
8. Limit or Extend Limits of Debate
9. Postpone to a Certain Time

- 10.Commit
- 11.Amend
- 12.Postpone Indefinitely
- 13.Main Motion

## **11. VOTING**

### **11.1 Roll call Votes**

The names and votes of Commissioners shall be recorded on Board actions to adopt final measures as ordinances or appointment or election of officers. The Chairperson or any Commissioner may request a roll call vote be taken on a particular item.

### **11.2 Votes Required**

Procedural and other questions arising at a meeting of the Commissioners, except for those decisions required by statute or Board Rule to have a higher authority, shall be decided by a majority of the members present. A majority of the members elected and serving, however, shall be required for final passage or adoption of a measure, resolution, or the allowance of a claim.

### **11.3 Measures Requiring Two-Thirds (2/3 (5)) Vote of Members Elect**

The following actions of the Board shall require a two-thirds (2/3 (5)) vote of the members elected and serving:

- Final passage or adoption of a non-agenda item. [MCL 46.3].
- Removal of the County seat. [MCL 46.17].
- Removal from office of a County officer who refuses or neglects to make a report under oath to the Board or to give a bond reasonable or necessary for the performance of the duties of the office. [MCL 46.11(k)].
- To rescind a prior Board action when pre-meeting notice is not provided in compliance with Rule 10.3.11.
- To meet in closed session for any of the reasons noted in Rule 15. Any other matter requiring a 2/3 (5) vote by law.

### **11.4 Measures Requiring Majority Vote of Members Elected and Serving**

The following actions of the Board shall require a majority vote of the members elected and serving:

- Final passage or adoption of any measure or resolution. [MCL 46.3(2)]
- Final passage of an ordinance. [MCL 46.11(j)]
- Allowance of any claim against the County. [MCL 46.3(2)]
- Adoption of an annual budget. [MCL 46.3(2)]
- Adoption or amendment of these Rules. [RONR 10<sup>th</sup> ed., p 573]

Appointment of Road commissioners. [MCL 224.6]  
Appointment of Civil Counsel. [MCL 49.71]  
Election of the Chairperson and Vice-chairperson of the board.  
Any other matter which by law requires a majority vote of members elected and serving.

### **11.5 Measures Requiring Three-Fourths (3/4 (6)) Vote of Members Seated and Serving**

Contract between the County and County Employees or Officials.

### **11.6 Method of Voting [MCL 46.3a]**

Members of the Board of Commissioners must be physically present at a meeting to vote on an action taken by the Board of Commissioners or by a committee of the Board of Commissioners. Members are not permitted to vote by telephone or by means of video conferencing. The names and votes of members shall be recorded on an action taken by the Board of Commissioners or by a committee of the Board of Commissioners if the action is on an ordinance or the appointment or election of an officer. The vote and the name of the member voting on other questions or motions shall be recorded at the request of 1/5 of the members present if the question or motion is before the Board, or 1/3 of the members present if the question or motion is before a committee of the Board. A record that is made pursuant to this section shall be available for public inspection. All other measures shall be voted by voice vote. If a commissioner present does not respond to the call for the voice vote, his or her vote shall be recorded as an affirmative vote, unless good cause is shown for abstaining. If there is abstention or a nay vote, there shall be a roll call vote.

### **11.7 Procedure for Conducting Roll Call Vote**

All roll call votes shall be conducted in accordance with the following procedures:

Prior to the first meeting of the Board in each odd numbered year, the County Clerk shall prepare four lists of the members of the Board in the following sequences, provided however, that the name of the Chairperson shall appear as the final name on each of the four lists: (1) alphabetical order; (2) reverse alphabetical order; (3) by district number; and (4) by reverse district number. The County Clerk shall randomly mix the four (4) different lists prior to each meeting of the Board. For each roll call vote at each meeting of the Board, the County Clerk shall proceed to select one list and call the roll in descending order in which the members appear on that list for all roll calls at that meeting.

**[MCL 46.3 and 46.3a]**

## **12. RULES OF PROCEDURE; APPEAL**

### **12.1 Questions of Procedure Not Covered by Standing Rules**

The rules contained in the latest edition of Robert's Rules of Order Newly Revised shall govern in all cases to which they are applicable and in which they are not inconsistent with these rules and any special rules of order the board may adopt.

### **12.2 Appeal**

The Board as a whole, not the Chairperson, is the final authority in judging whether these rules have been violated. A Board member who disagrees with a ruling by the Chairperson may appeal the ruling to the Board as a whole. Without waiting to be recognized, a member wishing to appeal the ruling shall say, "I appeal from the decision of the Chairperson." An appeal requires a second. The appeal may be debated, however, unlike other motions, each member may speak only once. The Chairperson may speak in debate twice, the first time in preference over other members and the second time to close debate. An appeal is stated and put to a vote as "Shall the decision of the Chairperson be sustained?" It requires a majority vote in the negative to overturn the chair's ruling. A tie sustains the decision of the Chairperson, and loses the appeal.

**[RONR (10<sup>th</sup> Ed), pp 247-252]**

## **13. COMMITTEES**

Each committee shall thoroughly investigate any matter referred to it by the Board or Board Chairperson and shall report in writing the findings to the Board without undue delay. Upon the motion of any Board member, and approval by a majority of the Board, the Board may discharge a committee from further consideration of any matter.

### **13.1 Special Committees**

The Board may create such special or advisory committees as it deems necessary or appropriate. Special or advisory committees shall automatically expire on December 31<sup>st</sup> of the year in which they are created unless a different term is specified in the resolution establishing the special or advisory committee, such as until a date certain, or until completion of the appointed task. The term of a special or advisory committee may be extended by the Board. The terms of all members of a special or advisory committee shall automatically expire upon the termination of the special or advisory committee. Special or advisory committees may consist, in whole or in part, of persons who are not Board members. Members of special committees shall be made by the Board Chairperson subject to Board approval.

### **13.2 Open Meetings Act**

Meetings of all committees of the Board of Commissioners shall conform to the requirements of the Open Meetings Act.



### **13.3 Rules of Order**

The rules of order adopted by the Board of Commissioners, to the extent that they are applicable, shall govern all matters of procedure related to committees.

## **14. APPOINTMENTS TO OTHER BOARDS, COMMISSIONS AND AUTHORITIES.**

### **14.1 Appointments of Commissioners to Other Boards, Commissions and Authorities**

Appointment of Commissioners to other boards, commissions and authorities shall be made by the Chairperson at the organizational meeting and ratified by a majority of the Board elected and serving.

### **14.2 Vacancies on Other Boards, Commissions and Authorities.**

Whenever there shall arise the need to make an appointment to other boards, authorities or commissions, the Chairperson shall appoint an ad hoc committee to review applications for the position and make recommendations for the appointment to the full Board. All appointees to other boards, authorities and commissions shall be ratified by the Board. However, appointment to the Road Commission and Health and Human Services Board shall be made by the full Board.

## **15. CLOSED SESSIONS**

### **15.1 Motion for Closed Session**

The vote to hold a closed session meeting shall be recorded in the minutes of the meeting at which the motion was made.

### **15.2 Two-thirds Vote (5 members)**

The Board of Commissioners may meet in closed session, closed to the members of the public, upon the motion of any Board member and a roll call vote approval by two-thirds (5) of the Board members for the following purposes:

To consider the purchase or lease of real property, until an option to purchase or lease that property is obtained. To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the county board. To meet with an attorney to consider the attorney's written opinion. To review the specific contents of an application for employment to a County position and the applicant requests that the application remain confidential. Whenever the Board meets to interview an applicant, it shall be in open session.

### **15.3 Other Reasons**

The Board may also meet in closed session for the following reasons without the requirement of the two-thirds (5) vote:

To reconsider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of a public officer, employee, staff member, or individual agent if the named person requests a closed hearing. If the person rescinds his/her request for a closed hearing the matter at issue shall thereafter be considered only in open public meeting. To consider strategy connected with the negotiation of a collective bargaining agreement.

### **15.4 Attendance, Closed Session**

A member of the Board of Commissioners must be physically present at a meeting in order to attend a Closed Session. A member may not attend a closed session by telephone or by means of video conferencing.

### **15.5 Minutes, Closed Session**

For each closed session, the County Clerk shall make a separate record of the topics discussed. This record shall not be disclosed to the public except upon the order of a court. The County Clerk may destroy the minutes after one year and one day have passed after the meeting at which the approved minutes of the meeting at which the board voted to hold the executive meeting.

[MCL 15.267; *Booth Newspapers v City of Wyoming* (425 NW2d 695)].

## **16. COMPENSATION**

The Board shall by budget resolution fix the compensation, per diem, mileage reimbursement, retirement, health benefits and allowed expenses of members of the Board of Commissioners and its committees. The Board shall also establish a per diem policy setting forth the appropriate guidelines for per diem payments. Changes in compensation shall become effective only after the time members of the Board commence their terms of office after a general election, provided that it is voted upon before the commencement of the new terms of office. This rule shall not be construed to prohibit a structured change in compensation implemented in phases over the term of office.

[MCL 46.415; 1977-1978 OAG 81].

## **17. AMENDMENT TO AND EFFECTIVE DATE OF THESE RULES**

These Rules may be amended, suspended, or rescinded only if approved by at least a majority of the Commissioners elected and serving. These Rules shall remain in effect

until rescinded or amended. Any amendment to these Rules shall take immediate effect unless otherwise stated by the Board at the time of adoption.

T. C. RECORD-EAGLE, INC.  
120 WEST FRONT STREET  
TRAVERSE CITY MI 49684  
(231) 946-2000  
Fax (231) 946-8273

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LEGAL NOTICE

NOTICE OF PUBLIC HEARING  
GRAND TRAVERSE COUNTY BOARD OF COMMISSIONERS

PLEASE TAKE NOTICE THAT a Public Hearing shall be held before the Grand Traverse County Board of Commissioners on Wednesday, **February 6th, at 8 A.M.** in the Governmental Center Commission Chambers, second floor, 400 Boardman Avenue, Traverse City, MI on the consideration of an adoption of a Amended Brownfield Plan for the Rennie School Road Property Redevelopment comprised of approximate 76 acre parcel at the southwest corner of US 31 South and Rennie School Road with the Parcel Identification Number 28-02-005-001-00 in Blair Township, Grand Traverse County, Michigan.

The Brownfield Plan contains the requirements by which a property may be eligible to receive economic incentives to assist in the redevelopment of the property. The Grand Traverse County Brownfield Redevelopment Authority shall exercise its powers pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996 as amended.

All aspects of the project will be open for discussion at the public hearing and the County Board of Commissioners encourages participation from citizens, taxpayers and representatives or officials from any taxing jurisdiction to comment on the proposed project. Further information, including copies of maps, plats (if applicable) and the Brownfield Plan, is available for public inspection in the Office of the County Administrator, 400 Boardman Avenue, Traverse City, Michigan

GRAND TRAVERSE COUNTY WILL PROVIDE NECESSARY REASONABLE AUXILIARY AIDS AND SERVICES, SUCH AS SIGNERS FOR THE HEARING IMPAIRED AND AUDIO TAPES OF PRINTED MATERIALS BEING CONSIDERED AT THE METING TO INDIVIDUALS WITH DISABILITIES AT THE PUBLIC HEARING UPON TWENTY-FOUR (24) HOURS NOTICE TO GRAND TRAVERSE COUNTY. INDIVIDUALS WITH DISABILITIES REQUIRING AUXILIARY AIDS OR SERVICES SHOULD CONTACT THE GRAND TRAVERSE COUNTY CLERK BY CALLING AS FOLLOWS:

BONNIE SCHEELE, CLERK  
GRAND TRAVERSE COUNTY  
231-922-4760

January 26, 2019-1T

511793

## ACTION REQUEST

**Meeting Date:** February 6<sup>th</sup>, 2019 – 8 AM.

**Agenda Item Title:** Public Hearing and Approval Consideration for Rennie School Road Development Brownfield Plan

**Estimated Time:** 15 minutes

**Laptop Presentation:** Yes

**Summary of Request:** Grand Traverse County Land Bank Authority received a ~76 acre parcel at the corner of Rennie School Road and US-31 South through tax foreclosure. The property is being split into three sections for sale. The Land Bank Authority has been working with various entities to market and acquire the parcels to return to the tax rolls. Discussion with purchasers have included consideration of a Brownfield Plan for reimbursement of Eligible Activities. Land Bank Authority property qualifies as Brownfield Eligible Property.

The east portion has been purchased by Blain's Farm and Fleet for a retail outlet. H&M Enterprises purchased the middle parcel for the development of storage and warehouse operations, as well as residential development. Closing was contingent upon the approval of the Brownfield Plan. The west portion is projected for residential development.

The project includes infrastructure improvements, including a signal at Rennie School Road and US 31 South, Rennie School Road improvements, a deceleration lane, water main, and connector between Stadium Drive and Rennie School Road.

Other Brownfield Eligible Activities include site preparation, including grading and land balancing.

A Brownfield Plan for the Rennie School Road Redevelopment was approved by the GTCBRA on June 27, 2018 and the County Board of Commissioners on August 1, 2018 with the concurrence of the Blair Township Board of Trustees on July 10, 2018. The Brownfield Plan included Eligible Activities for Site Demolition, Site Preparation and Infrastructure for both private developers and the Grand Traverse County Land Bank Authority in a total amount of \$1,528,510, plus administrative costs. The original Brownfield Plan limited Brownfield TIF capture to 10 years.

Subsequent to the Brownfield Plan approval, additional Infrastructure Eligible Activities were identified to meet specific standards for road improvements and sewer and water improvements, by the County Road Commission and MDOT.

These additional Infrastructure Eligible Activities include:

- A deceleration lane north of Rennie School Road required by MDOT;
- Widening of Rennie School Road with a left turn lane from US 31 S to the future entrance of Stadium Drive;
- Upgrades to sewer and water to meet Blair Township system requirements.

The revised total cost for Eligible Activities is \$2,147,325, with the detailed breakout of costs provided in Table 1.1 and 1.2 of the Amended Brownfield Plan.

Representatives of Blair Township, Grand Traverse County, the County Land Bank Authority, the County Road Commission, and H&M Development met on Monday, October 8, 2018 at the Road Commission offices to discuss infrastructure improvements and Brownfield incentives related to the Rennie School Road Redevelopment.

After discussion of the additional Eligible Activity costs and up-front capital costs, the following conclusions were identified:

- The additional Eligible Activity costs mean that the 10-year limit on Brownfield tax capture will not generate adequate revenues to fully reimburse all Eligible Activity costs.
- The proposed multi-family development is not economically feasible if the developers are responsible for all infrastructure.

Act 260, PA 2003 provides for the levy of an Eligible Tax Reverted Property Specific Tax that equal to fifty percent of the equivalent property taxes that would be collected under the General Property Tax Act for a period of five years for the purposes authorized under the Land Bank Authority Fast Track Act, Act 258, PA 2003, which includes improvements to property. Because this includes the equivalent levy of the School Operating and State Education Tax, infrastructure and other expenses of the Grand Traverse County Land Bank Authority to position the property for redevelopment in an amount of \$487,815 have been described in this Amended Brownfield Plan but will be reimbursed through Eligible Tax Reverted Property Specific Tax and not through Brownfield Tax Increment Financing (TIF) capture under this Amended Brownfield Plan and Act 381 PA 1996.

The Grand Traverse County Brownfield Redevelopment Authority approved an Amended Brownfield Plan at their January 30th meeting and the Blair Township Board of Trustees will be approving a concurrent resolution at their February 12th meeting. Notices have been sent to all taxing jurisdictions subject to capture under the Brownfield Plan in accordance with Act 381, PA 1996 as amended. A public hearing, as required by Act 381, will be held by the County Board at the February 6<sup>th</sup> meeting at 8 am., with subsequent consideration of the resolution to approve the Brownfield Plan.

Mac McClelland, Otwell Mawby, representing the Grand Traverse County Land Bank Authority, will present the Brownfield Plan at the public hearing. Heidi Scheppe, County Treasurer and Land Bank Authority Chair will also be attendance.

**Suggested Motion:**

Approve the resolution to adopt the Brownfield Plan for the Rennie School Road Development, in accordance with Act 381, PA 1996 as amended.

**Attachments:**

Rennie School Road Redevelopment Amended Brownfield Plan

## RESOLUTION

**XX-2019**

### **Rennie School Road Redevelopment Brownfield Plan**

WHEREAS, The Michigan Brownfield Redevelopment Financing Act, Act 381, P.A. 1996 as amended, authorizes municipalities to create a brownfield redevelopment authority to promote the revitalization, redevelopment, and reuse of contaminated, blighted, functionally obsolete or historically designated property through tax increment financing of eligible environmental and/or non-environmental activities; and

WHEREAS, The Grand Traverse County Board of Commissioners established the Grand Traverse County Brownfield Redevelopment Authority in 1997; and

WHEREAS, A Brownfield Plan for the Rennie School Road Redevelopment was approved by the GTCBRA on June 27, 2018 and the County Board of Commissioners on August 1, 2018 with the concurrence of the Blair Township Board of Trustees on July 10, 2018, included Eligible Activities for Site Demolition, Site Preparation and Infrastructure for both private developers and the Grand Traverse County Land Bank Authority (GTCLBA) in a total amount of \$1,528,510, plus administrative costs, and limited Brownfield TIF capture to 10 years; and

WHEREAS, subsequent to the approval of the original Brownfield Plan, additional Infrastructure Eligible Activities were identified to meet specific standards for road improvements and sewer and water improvements, and would likely extend the capture period beyond 10 years;

WHEREAS, Representatives of Blair Township, Grand Traverse County, the County Land Bank Authority, the County Road Commission, and H&M Development met on Monday, October 8, 2018 at the Road Commission offices to discuss infrastructure improvements and Brownfield incentives related to the Rennie School Road Redevelopment, and agreed upon the additional Eligible Activities, extension of the capture period to 15 years, and a capital cost allocation plan; and

WHEREAS, Act 260, PA 2003 provides for levy of an Eligible Tax Reverted Property Specific Tax that is equal to fifty percent of the equivalent property taxes that would be collected under the General Property Tax Act for period of five years for the purposed authorized under the Land Bank Authority Fast Track Act, Act 258, PA 2003, which included improvements to property, and infrastructure and other expenses of to position the property for redevelopment have been described in this Amended Brownfield Plan, but will be reimbursed through Eligible Tax Reverted Property Specific Tax and not through Brownfield Tax Increment Financing (TIF) capture under this Amended Brownfield Plan and Act 381 PA 1996

WHEREAS, an Amended Brownfield Plan has been prepared to include these additional infrastructure improvements for total Eligible Activity budget of \$2,147,325, extend the Brownfield Plan capture period, and, for information purposes, describe the expense of the GTCLBA and the levy amounts of the Eligible Tax Reverted Property Specific Tax for information

WHEREAS, the Grand Traverse County Brownfield Redevelopment Authority (Authority) met at a regular meeting on January 30, 2019 and reviewed the Amended Brownfield Plan for the Rennie School Road Property Redevelopment in Blair Township, Grand Traverse County, Michigan; and,



WHEREAS, the properties on which the Amended Brownfield Plan is based are located within Blair Township; and, pursuant to Act 381, concurrence will be considered by the Blair Township Board of Trustees on February 12, 2019; and,

WHEREAS, the Amended Brownfield Plan will allow for a three-phase development project to realize new commercial and residential development within Blair Township, the creation of new jobs, and the addition of new infrastructure to facilitate the development; and,

WHEREAS, the planned redevelopment allows for the productive reuse of Grand Traverse County Land Bank Authority (GTCLBA) owned and former GTCLBA owned properties, and for a new tax base to be created with in Grand Traverse County; and,

WHEREAS, the Amended Brownfield Plan will be considered by the Grand Traverse County Board of Commissioners following the notice and public hearing requirements set forth in Act 381 on February 6, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT WHEREAS, The Grand Traverse County Board of Commissioners has reviewed the Amended Combined Brownfield/Act 381 Work Plan and finds, in accordance with the requirements of Section 14 of Act 381 that:

- (a) The Brownfield Plan meets the requirements of Section 13 of Act 381, Brownfield Plan Provisions as described in the Brownfield Plan, consistent with format recommended by the State of Michigan, including a description of the costs intended to be paid with tax increment revenues, a brief summary of eligible activities, estimate of captured taxable value and tax increment revenues, method of financing, maximum amount of indebtedness, beginning date and duration of capture, estimate of impact on taxing jurisdictions, legal description of eligible property, estimates of persons residing on the eligible property if applicable, and a plan and provisions for relocation of residents, if applicable.;
- (b) The proposed method of financing the costs of eligible activities, private financing arranged by the private developers, with certain public infrastructure costs financed by the Grand Traverse County Land Bank Authority, Blair Township, and the Grand Traverse Road Commission is feasible and that the Brownfield Authority will not arrange financing, as described on Page 6 of the Brownfield Plan;
- (c) The costs of eligible activities proposed are reasonable and necessary to carry out the purposes of Act 381, including site preparation and infrastructure that is necessary to provide for the construction of new building and installation of new equipment, and the cost estimates are based on evaluation from certified professionals, experience in comparable projects, and preliminary discussions with reputable companies, as described on Pages 2 -5 of the Brownfield Plan; and
- (d) The amount of captured taxable value estimated from the adoption of the Brownfield Plan is reasonable, as calculated in Table 2 of the Brownfield Plan, based on calculations of the tax revenues derived from taxable value increases and millage rates approved and authorized by the taxing jurisdictions on an annualized basis and balances against the outstanding eligible activity obligation approved as part of the Brownfield Plan and expenses reviewed and approved by the Grand Traverse County Brownfield Redevelopment Authority; and

BE IT FURTHER RESOLVED, that pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, as amended, being MCL 125.2651, *et seq*, the Grand Traverse County Board of Commissioners hereby approves the Brownfield Plan for the Rennie School Road Redevelopment Project in Blair Township.

APPROVED: February 6<sup>th</sup>, 2019

**Amended Brownfield Plan  
Rennie School Road Property Redevelopment  
Blair Township, Grand Traverse County, Michigan**

**February 2018**

**Approved by Grand Traverse  
County Brownfield  
Redevelopment Authority:**

**January 30, 2019**  
**(tentative)**

**Concurrence by Blair Township  
Board of Trustees:**

**February 12, 2019**  
**(tentative)**

**Public Hearing:**

**February 5, 2019**  
**(tentative)**

**Approved by Grand Traverse  
County Board of Commissioners:**

**February 5, 2019**  
**(tentative)**

**Prepared by:**

**Mac McClelland, Manager – Brownfield Redevelopment  
Otwell Mawby, P.C.  
309 E. Front Street  
Traverse City, Michigan 49684  
[mac@otwellmawby.com](mailto:mac@otwellmawby.com)  
231.633.6303  
[www.otwellmawby.com](http://www.otwellmawby.com)**

**Amended Brownfield Plan  
Rennie School Road Redevelopment  
Blair Township, Grand Traverse County, Michigan**

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## Project Summary

The Grand Traverse County Land Bank Authority received approximately 76 acres at the southwest corner of Rennie School Road and US-31 South through tax foreclosure in 2016. The Land Bank has been working with numerous parties to market and acquire the property to return to tax rolls. The property has been divided into three parcels:

1. The east parcel comprised of approximately 21 acres being acquired by Blain's Farm and Fleet, for development of a retail outlet with an estimated investment of \$10 million;
2. The middle parcel comprised of approximately 27.5 acres (which includes a drainage easement for the east parcel) under consideration of purchase for the development of business storage and operations and multi-family housing with an estimated investment of \$7.5 million; and
3. The west parcel comprised of approximately 27.5 acres for future residential development.

There are significant infrastructure and extraordinary site preparation cost that are necessary to position the property for redevelopment. Reimbursement of these Brownfield Eligible Activity expenses are critical to the economic viability of the redevelopment. Act 381 provides for property owned or under the control of a land bank authority to qualify as Brownfield Eligible Property under the definition of Blighted, as well as adjacent property if the development of that adjacent parcel is estimated to increase the captured taxable value of the Eligible Property.

The original Brownfield Plan was approved by the Grand Traverse County Brownfield Redevelopment Authority on June 28, 2018 and the Grand Traverse County Board of Commissioners on August 1, 2018, with concurrence by the Blair Township Board of Trustees on July 10, 2018. Subsequently, additional Eligible Activities were identified that are critical to the success of the redevelopment and provide additional public benefit. This Amended Brownfield Plan includes those additional Eligible Activities and extends the capture period from 10 to 15 years. Infrastructure expenses by the Grand Traverse County Land Bank Authority will be reimbursed through the Eligible Tax Reverted Property Specific Tax which provides for 50% of the equivalent taxes to be assessed for five years. The GTCLBA expenses and revenues are included in this Amended Brownfield Plan for information and are not subject to Brownfield Tax Increment Financing (TIF) capture.

<b>Project Name:</b>	Rennie School Road Property Redevelopment
<b>Project Location:</b>	The Eligible Property is comprised of one parent parcel which is in the process of being split into three parcels, and is located on the southwest corner of Rennie School Road and US 31 South in Blair Township, Grand Traverse County, Michigan; with the Parcel Identification Number 02-005-001-00:
<b>Type of Eligible Property:</b>	Blighted; Owned by the Grand Traverse County Land Bank Authority and Adjacent or Contiguous
<b>Eligible Activities:</b>	Baseline Environmental Assessment Activities, Demolition, Site Preparation, Infrastructure

### Eligible Activity Costs:

<b>Private</b>	\$1,563,075	Environmental/Non-Environmental
<b>Public</b>	\$544,250	Non-Environmental
	\$2,107,325	<b>Total</b>
	\$40,000	Administrative and Operating Cost
	\$2,147,325	<b>Total Capture</b>
	\$487,815	GTCLBA Expenses

<b>Years to Complete</b>	<i>Capped at 15</i>	<b>Annual Tax Revenue</b>	
<b>Eligible Activities Payback:</b>	<i>years</i>	<b>Before Project:</b>	\$0
<b>Estimated Investment:</b>	\$17,500,000 +	<b>Estimated Annual Tax Revenue in First Year After Project Obligation:</b>	\$795,777

## **AMENDED BROWNFIELD PLAN**

### **RENNIE SCHOOL PROPERTY REDEVELOPMENT BLAIR TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN**

#### **GRAND TRAVERSE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**

##### ***Introduction***

Act 381, P.A. 1996, as amended, was enacted to promote the revitalization, redevelopment and reuse of contaminated, tax-reverted, blighted, functionally obsolete or historically designated property through incentives adopted as part of a Brownfield Plan. The Brownfield Plan outlines the qualifications, costs, impacts, and incentives for the project.

The Brownfield Plan and subsequent amendments must be approved by the Grand Traverse County Brownfield Redevelopment Authority (GTCBRA) established under Act 381 and the Grand Traverse County Board of Commissioners, with the concurrence of the local government in which the project is located in order to take effect, in this case, Blair Township. State school taxes are not considered for capture under this amended Brownfield Plan and includes local tax capture only.

The Grand Traverse County Commission established the GTCBRA under the procedures required under Act 381 in 1997.

This Amended Brownfield Plan is for the redevelopment of the property at the southwest corner of Rennie School Road and US 31 South in Blair Township, Grand Traverse County, Michigan, consistent with Act 381. The Amended Brownfield Plan describes the public purpose and qualifying factors for determining the site as an Eligible Property, the Eligible Activities and estimated costs, the impacts of tax increment financing, and other project factors. The Amended Brownfield Plan includes Environmental Eligible Activities and Non-Environmental Eligible Activities.

Act 260, PA 2003 provides for the levy of an Eligible Tax Reverted Property Specific Tax that equal to fifty percent of the equivalent property taxes that would be collected under the General Property Tax Act for a period of five years for the purposes authorized under the Land Bank Authority Fast Track Act, Act 258, PA 2003, which includes improvements to property. Infrastructure and other expenses of the Grand Traverse County Land Bank Authority to position the property for redevelopment have been described in this Amended Brownfield Plan, but will be reimbursed through Eligible Tax Reverted Property Specific Tax and not through Brownfield Tax Increment Financing (TIF) capture under this Amended Brownfield Plan and Act 381 PA 1996.

***Public Purpose            MCL 125.2664(5):***

The Rennie School Road Redevelopment project includes the redevelopment of Brownfield Eligible Property into a commercial retail outlet, commercial operations and storage, multi-family housing, and a residential development, along with associated public improvements.

The redevelopment of the Eligible Property is anticipated to include over \$17.5 million of investment on a formerly foreclosed property that generated no property taxes in a strategic location for Blair Township's commercial corridor and provide expanded opportunities for residents. The redevelopment will provide jobs, increase tax base, and stimulate additional private and public investment.

The project will add to the local and state tax base. When completed, property taxes are estimated to total over **\$795,777** per year (following the retirement of Brownfield obligations) with 53.65% of these revenues going to the State of Michigan and 46.35% to local taxing jurisdictions.

***Description of Project and Plan Costs            MCL 125.2663(2)(a):***

The Eligible Property is comprised of one parcel totaling 71.53 acres. The property has been divided into three parcels:

1. The east parcel comprised of 23.46 acres is being acquired by Blain's Farm and Fleet, for development of a retail outlet with an estimated investment of \$10 million. In addition, three out lots along Rennie School Road and US 31 South are part of the proposed parcel split and will be developed separately;
2. The middle parcel will be a portion of the remainder parcel of 51.85 acres of approximately 27 acres (which includes a drainage easement for the east parcel) and is under consideration of purchase for the development of business storage and warehouse operations with an estimated investment of \$7.5 million; and
3. The west parcel will be a portion of the remainder parcel of 51.85 acres of approximately 25 acres for future residential development.

Environmental Eligible Activities include:

- Baseline Environmental Assessment Activities, including Phase I Environmental Site Assessments.

Non-Environmental Eligible Activities include:

- Site Demolition
- Site Preparation; and
- Infrastructure, including road improvements and sewer and water main installation.

Other Eligible Activities include:

- Brownfield Plan development, approval and implementation; and
- Administrative and operating costs of the GTCBRA with local tax capture only.

#### Brownfield Plan Eligible Activities Cost

Eligible Activities	Estimated Cost
<b>Developer Eligible Activities</b>	
MDEQ Eligible Activities	\$4,600
MSF Non-Environmental Eligible Activities	\$ 1,558,475
<b>Developer Eligible Activities Cost</b>	<b>\$1,563,075</b>
<b>Public Eligible Activities</b>	<b>544,250</b>
<b>Eligible Activity Subtotal</b>	<b>\$2,107,325</b>
Administrative and Operating Cost	\$40,000
<b>TOTAL ELIGIBLE ACTIVITY</b>	<b>\$2,147,325</b>
<b>GTCLBA EXPENSES</b>	<b>\$487,815</b>

Additional detail is provided in Table 1.1: Environmental Eligible Activities and Table 1.2 Non-Environmental Eligible Activities.

#### **Summary of Eligible Activities** **MCL 125.2663(2)(b):**

Act 381 provides for the costs of certain Environmental and Non-Environmental Eligible Activities to be reimbursed through tax increment financing. The following is a summary of Environmental Eligible Activities and Non-Environmental Activities.

#### **MDEQ Eligible Activities**

1. Baseline Environmental Assessment (BEA) Activities: BEA Activities include Phase I Environmental Site Assessments (ESAs), Phase II ESAs, and Baseline Environmental Assessments to provide an exemption for the developer and assigns from environmental liability for pre-existing contamination. Act 381 includes



provisions for Baseline Environmental Activities to be conducted prior to the approval of a Brownfield Plan for local tax capture (Section 13b.(9)(b)), as long as included in a subsequent Brownfield Plan.

- A. Phase I ESA: A Phase I ESA is anticipated to be conducted for each parcel acquisition by the developer, consistent with ASTM Standard E1527-13. The Phase I ESA includes a review of historical and current information, including regulatory agency files, historical maps, and past uses to evaluate the potential for contamination, a site inspection of both the grounds and the exterior and interior of buildings on the property, and interviews with individuals knowledgeable about the past use of the property to identify any Recognized Environmental Conditions (RECs).

#### **MSF Non-Environmental Eligible Activities**

1. Demolition: In preparation for site redevelopment, site features including existing fencing and curb and gutting will be removed from the Eligible Property.
2. Site Preparation: Site preparation will consist of geotechnical engineering, temporary site and erosion control, land balancing and grading.
3. Infrastructure: Infrastructure will include road improvements, including deceleration lanes on US-31 South south of Rennie School Road, Rennie School Road improvements, and connector road between Stadium Drive and Rennie School Road.

#### **Other Activities**

Administrative and Operating Costs: An estimate of reasonable and actual administrative and operating costs of the GTCBRA is included as Eligible Activities.

Interest: Interest in Eligible Activity expenses is not included in this Brownfield Plan.

#### ***Estimate of Captured Taxable Value and Tax Increment Revenues      MCL 125.2663(2)(c):***

The initial taxable value or base value for the Eligible Property was set at the taxable value as of the original approval date of this Brownfield Plan by the GTCBRA and the Grand Traverse County Board of Commissioners, with the concurrence of Blair Township, in July 2018. The initial taxable value established by this Brownfield Plan is based on the taxable value as of December 31, 2017 and is \$0, because the property was owned by the Grand Traverse County Land Bank Authority.

The total Eligible Activity cost is \$2,102,725 (combined Environmental Eligible Activities and Non-Environmental Eligible Activities). The Brownfield Plan also includes \$40,000 in GTCBRA Administrative and Operating Costs, bringing the Maximum Eligible Activity Cost to \$2,142,725.

Table 2 identifies taxable values for real and personal property, including Brownfield Tax Increment Financing (TIF) revenues for the Eligible Property. Tax capture is limited to fifteen (15) years from the approval of the original Brownfield Plan in 2018 through 2033 or the time to fully reimburse the Eligible Activity obligation, whichever is less. Capture for the deposit into the Local Brownfield Revolving Fund (LBRF) is not provided in this Amended Brownfield Plan.

Redevelopment of the east was initiated in Summer 2018 and redevelopment of the middle parcel is anticipated to be initiated in Spring of 2019. The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions. The estimated tax increment captured by the Authority is summarized in the table below and detailed in Table 2.

**Estimated Tax Increment Capture by the Authority**

Year	Total Tax Revenues	Brownfield Captured Taxes	Year	Total Tax Revenues	Brownfield Captured Taxes
2019	\$155,064	\$29,591	2034	\$795,777	\$0
2020	\$251,203	\$47,937	2035	\$811,692	\$0
2021	\$349,265	\$66,650	2036	\$827,926	\$0
2022	\$471,441	\$89,964	2037	\$844,484	\$0
2023	\$529,604	\$101,064	2038	\$861,374	\$0
2024	\$588,930	\$216,060	2039	\$878,602	\$0
2025	\$622,861	\$224,608	2040	\$896,174	\$0
2026	\$657,470	\$233,327	2041	\$914,097	\$0
2027	\$692,771	\$193,806	2042	\$932,379	\$0
2028	\$706,627	\$179,418	2043	\$951,027	\$0
2029	\$720,759	\$183,028	2044	\$970,047	\$0
2030	\$735,175	\$225,376	2045	\$989,448	\$0
2031	\$749,878	\$298,139	2046	\$1,009,237	\$0
2032	\$764,876	\$58,359	2047	\$1,029,422	\$0
2033	\$780,173	\$0	2048	\$1,050,010	\$0

(1) Estimated Local Tax Capture Ends

Total \$20,707,609 \$2,147,325

***Method of Financing Plan Costs***                      ***MCL 125.2663(2)(d):***

Environmental Eligible Activity Costs and Non-Environmental Eligible Activity Costs will be financed by the Developer for private Eligible Activities and by the Grand Traverse County Road Commission, Blair Township, for public Eligible Activities, with reimbursement from Brownfield TIF, and by the Grand Traverse County Land Bank Authority for infrastructure and other costs, with reimbursement from the Eligible Tax Reverted Property Specific Tax.

***Maximum Amount of Note or Bond Indebtedness***                      ***MCL 125.2663(2)(e):***

The maximum amount of Eligible Activities is anticipated to be will be \$2,107,325. No public notes or bond indebtedness is anticipated.

***Beginning Date and Duration of Capture***                      ***MCL 125.2663(2)(f):***

The anticipated beginning date of capture is 2019, estimated to be the first year tax increment revenues are available. **The duration of capture under the Brownfield Plan is limited to fifteen (15) years or when the Eligible Activity obligation is met, whichever is less.** Capture for the deposit into the Local Brownfield Revolving Fund (LBRF) is not provided in this Brownfield Plan.

***Estimate of Future Tax Revenues of Taxing Jurisdictions***                      ***MCL 125.2663(2)(g):***

Table 2.1 and 2.2 identify annual and total tax revenues projected for capture from the increase in property tax valuations. Individual tax levies within each taxing jurisdiction are also presented on Table 2.1. Table 3 presents the allocation of tax capture for 15 years and the total tax increment for the 30-year duration of the Amended Brownfield Plan. Taxing jurisdictions will continue to receive their attendant tax allocation for the project beyond the duration of the plan.

The tax capture for Eligible Activities and Administrative and Operating Costs is estimated at \$2,147,325. As of December 31, 2017, the property generated \$0 in property taxes, as property owned by the Grand Traverse County Land Bank Authority. After the Brownfield obligation is met, tax revenues will accrue to the taxing jurisdictions in an amount estimated at over \$795,777 per year on into the future.

***Legal Description, Location, and Determination of Eligibility***

***MCL 125.2663(2)(h):***

Legal Description: The legal description of the eligible property follows:

Parcel Number	Description	Qualifying Status
02-005-001-00	COM E 1/4 COR TH W 658.83' TH N 1316.92' TO POB TH N 243.58' TH W 1123.95' TH S 243.58' TH W 854.19' TH N 1351.17' TH S 88 DEG E 2441.2' TH S 33 DEG E 363.62' TH S 1028.81' TH W 659.49' TO POB SEC 5 T26N R11W COM NE SEC COR FOR POB TH W 2636.51' TH S 1336.86' TH E 1052.54' TH N 253.58' TH E 927.23' TH S 243.58' TH E 658.83' TH N 1336.86' TO POB EXC COM NE SEC COR FOR POB TH S 300' TH NWLY TO A POINT ON THE N LN 200' W OF POB TH S 88 DEG E 200' TO POB SEC 5 T26N R11W SEWER RECORDED 8/11/05 2005R-18097 SPLIT ON 02/04/2011 FROM 02-005-001-01;	Blighted: Owned by the Grand Traverse County Land Bank Authority  Adjacent or Contiguous

Location: Figure 1 depicts the location of the Eligible Property and Figure 2 depicts the Eligible Property boundaries.

Eligibility Determination: Act 381 includes property owned by or under the control of a land bank fast track authority under the definition of “blighted,” a qualifying status for Brownfield Eligible Property. The middle and west properties are owned by the Grand Traverse County Land Bank Authority.

The east parcel was acquired on May 24, 2018 by Farm & Fleet of Janesville, Inc. (Blain’s Farm and Fleet) and will be subsequent split into four parcels, the main parcel and three out lots. Because the east parcel was acquired prior to inclusion in this Brownfield Plan, the property does not qualify as blighted as owned by the Grand Traverse County Land Bank Authority. However, the east parcel does quality under the definition of Eligible Property which includes parcels that are adjacent or contiguous to contaminated, blighted, functionally obsolete or historic property if the development of the adjacent and contiguous parcels is estimated to increase the captured value of the Eligible Property. (MCL 125.2652 (p)(ii))

The full parcel is in the process of a parcel split, as identified in Figure 4 – Eligible Property Survey with the legal description of the parcel split in Exhibit A, which will be recorded in December 2018.

Personal Property: Personal Property is included as part of the Eligible Property.

***Estimate of Number of Persons Residing on Eligible Property*** ***MCL 125.2663(2)(i):***

There are currently no residential dwellings or residences that occupy the Eligible Property.

***Plan for Residential Relocation*** ***MCL 125.2663(2)(j):***

The Eligible Property does not currently contain any residential dwellings; therefore, a plan for residential relocation is not applicable.

***Provision of Costs of Relocation*** ***MCL 125.2663(2)(k):***

The Eligible Property does not currently contain any residential dwellings; therefore, a provision for residential relocation has not been allocated.

***Strategy to Comply with Relocation Assistance Act, 1972 PA 227*** ***MCL 125.2663(2)(l):***

The Eligible Property does not currently contain any residential dwellings; therefore, relocation is not necessary.

***Other Material Required by the Authority or Governing Body*** ***MCL 125.2663(2)(m):***

None

## **Tables**

**Table 1.1 Environmental Eligible Activities Costs**

**Table 1.2 Non-Environmental Eligible Activities Costs**

**Table 1.3 – Summary of Maximum Eligible Activities Costs**

**Table 2.1 – Annual Revenue and Brownfield Capture Estimates**

**Table 2.2 – Tax Increment Revenue Reimbursement Allocation Table**

**Table 3. Impact on Tax Jurisdictions**

## **Figures**

**Figure 1 - Eligible Property Location Map**

**Figure 2 - Eligible Property Boundaries**

**Figure 3 – Conceptual Parcel Allocation**

**Figure 4 -- Eligible Property Survey Parcel Split with Legal Description**

**Figure 5.1 – Site Plan: East Parcel**

**Figure 5.2 – Site Plan Concept: Middle and West Parcels**

## **Exhibits**

**Exhibit A - Proposed Parcel Split Legal Description**

TABLE 1.1  
ENVIRONMENTAL ELIGIBLE ACTIVITIES COSTS  
RENNIE SCHOOL ROAD REDEVELOPMENT  
GRAND TRAVERSE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY  
BLAIR TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN

MDEQ ELIGIBLE ACTIVITY DESCRIPTION	TOTAL ELIGIBLE ACTIVITIES	EAST PARCEL	MIDDLE PARCEL
<i>Baseline Environmental Assessment Activities</i>			
Phase I ESA	\$4,000	\$2,000	\$2,000
<i>Subtotal</i>	\$4,000	\$2,000	\$2,000
<i>Subtotal Totals</i>	\$4,000	\$2,000	\$2,000
<i>Contingencies (15%)</i>	\$600	\$300	\$300
<b>MDEQL ELIGIBLE ACTIVITIES SUBTOTAL</b>	<b>\$4,600</b>	<b>\$2,300</b>	<b>\$2,300</b>
<b>MDEQ ELIGIBLE ACTIVITIES TOTAL</b>	<b>\$4,600</b>	<b>\$2,300</b>	<b>\$2,300</b>

\*Local Tax Capture Only



**TABLE 1.2**  
**NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES COSTS**  
**RENNIE SCHOOL ROAD REDEVELOPMENT**  
**GRAND TRAVERSE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**  
**BLAIR TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN**

**PARCELS**

MSF NON-ENVIRONMENTAL ELIGIBLE ACTIVITY DESCRIPTION	TOTAL ELIGIBLE ACTIVITIES	EAST PARCEL	MIDDLE PARCEL
<b><i>Demolition</i></b>			
Site Demolition	\$10,500	\$10,500	\$0
Building Demolition	\$0		\$0
<i>Subtotal</i>	\$10,500	\$10,500	\$0
<b><i>Site Preparation</i></b>			
Geotechnical Engineering	\$22,800	\$12,800	\$10,000
Temporary Facilities	\$38,000	\$28,000	\$10,000
Grading and Land Balance	\$400,000	\$120,000	\$280,000
Soft Costs	\$36,733	\$12,950	\$23,783
<i>Subtotal</i>	\$497,533	\$173,750	\$323,783
<b><i>Public Infrastructure</i></b>			
Roads - Deceleration Lane US 31 S	\$121,000	\$121,000	
Roads - Stadium Drive (50%)	\$144,250		\$144,250
Sewer and Water	\$513,750	\$105,000	\$408,750
Soft Costs	\$68,163	\$19,775	\$48,388
<i>Subtotal</i>	\$847,163	\$245,775	\$601,388
<b><i>Subtotal Totals</i></b>	\$1,355,196	\$430,025	\$925,171
<b><i>Contingencies (15%)</i></b>	\$203,280	\$64,504	\$138,776
<b>PRIVATE NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES SUBTOTAL</b>	<b>\$1,558,475</b>	<b>\$494,529</b>	<b>\$1,063,946</b>
<b><i>Public Infrastructure - GTCLBA/GTCRC/Blair</i></b>			
Roads - Rennie School Road Improvements: Stadium Intersection	\$161,650		\$161,650
Roads - Rennie School Road Expansion	\$238,350		\$238,350
Roads - Stadium Drive (50%)	\$144,250		\$144,250
<i>Subtotal</i>	\$544,250		\$544,250
<b>PUBLIC NON-ENVIRONMENTAL ELIGIBLE ACTIVITY SUBTOTAL</b>	<b>\$544,250</b>		<b>\$544,250</b>
<b>PRIVATE AND PUBLIC NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES SUBTOTAL</b>	<b>\$2,102,725</b>	<b>\$494,529</b>	<b>\$1,608,196</b>
<b><i>Administrative and Operation Costs</i></b>	<b>\$40,000</b>	<b>\$20,000</b>	<b>\$20,000</b>
<b>MSF NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES TOTAL*</b>	<b>\$2,142,725</b>	<b>\$514,529</b>	<b>\$1,628,196</b>
<small>*All Private and Public Non-Environmental Eligible Costs except Land Bank Authority Eligible Expenses will be reimbursed with Local Tax Capture Only</small>			
<b><i>Land Bank Eligible Expenses - GTCLBA</i></b>			
Roads - Traffic Signal: US 31 S and Rennie School Road	\$175,000	\$175,000	
Roads - US 31 Deceleration Land	\$75,000	\$75,000	
Roads - Rennie School Road Improvements: East	\$165,000	\$165,000	
Soft Costs	\$36,315	\$36,315	
Transaction Costs	\$6,500	\$6,500	
Brownfield Plan Development, Approval, and Implementation	\$30,000	\$30,000	
<i>Subtotal</i>	<b>\$487,815</b>	<b>\$487,815</b>	
<small>Land Bank Authority Infrastructure costs are reimbursed through the Eligible Tax Reverted Property Specific Tax of 50% for 5 years</small>			

**TABLE 1.3**  
**SUMMARY OF MAXIMUM ELIGIBLE COSTS**  
**RENNIE SCHOOL ROAD REDEVELOPMENT**  
**GRAND TRAVERSE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**  
**BLAIR TOWNSHP, GRAND TRAVERSE COUNTY, MICHIGAN**

<b>Environmental Eligible Activities</b>	<b>Cost</b>
Baseline Environmental Activities	\$4,000
Contingency	\$600
<b>ENVIRONMENTAL ELIGIBLE ACTIVITY TOTAL</b>	<b>\$4,600</b>
<b>Private Non-Environmental Eligible Activities</b>	<b>Cost</b>
Lead/Asbestos Abatement, Demolition	\$10,500
Site Preparation	\$497,533
Infrastructure	\$847,163
Contingency	\$203,280
<b>Developer Non-Environmental Eligible Activity Total</b>	<b>\$1,558,475</b>
<b>Total Developer Eligible Activity Costs</b>	<b>\$1,563,075</b>
<b>Public Non-Environmental Eligible Activities</b>	
Infrastructure	\$544,250
<b>City Non-Environmental Eligible Activity Total</b>	<b>\$544,250</b>
<b>NON-ENVIRONMENTAL ELIGIBLE ACTIVITY TOTAL</b>	<b>\$2,102,725</b>
<b>ELIGIBLE ACTIVITY TOTAL</b>	<b>\$2,107,325</b>
<b>ADMINISTRATIVE AND OPERATING COST</b>	<b>\$40,000</b>
<b>RENNIE SCHOOL ROAD PROPERTY REDEVELOPMENT</b>	<b>\$2,147,325</b>

Table 2.1 - Annual Revenue and Brownfield Capture Estimates  
Rennie School Road Redevelopment  
Grand Traverse County Brownfield Redevelopment Authority

Estimated Taxable Value (TV) Increase Rate: 2.00%			1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		20		25		30			
Plan Year			2018		2019		2020		2021		2022		2023		2024		2025		2026		2027		2028		2029		2030		2031		2032		2033		2038		2043		2048	
Revenue Year																																								
*Base Taxable Value			Totals																																					
Blain's - Annual Value Additions			\$	10,000,000	\$	7,000,000	\$	3,000,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Storage - Annual Value Additions			\$	6,000,000	\$	-	\$	1,200,000	\$	1,200,000	\$	1,200,000	\$	1,200,000	\$	1,200,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Multi-Family - Annual Value Additions			\$	6,000,000	\$	-	\$	-	\$	3,000,000	\$	3,000,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Residential - Annual Value Additions			\$	6,000,000	\$	-	\$	-	\$	-	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000		
Cumulative Value Additions					\$	7,000,000	\$	11,340,000	\$	15,766,800	\$	21,282,136	\$	23,907,779	\$	26,585,934	\$	28,117,653	\$	29,680,006	\$	31,273,606	\$	31,899,078	\$	32,537,060	\$	33,187,801	\$	33,851,557	\$	34,528,588	\$	35,219,160	\$	38,884,798	\$	42,931,959	\$	47,400,352
Estimated New TV			\$	-	\$	3,500,000	\$	5,670,000	\$	7,883,400	\$	10,641,068	\$	11,953,889	\$	13,292,967	\$	14,058,826	\$	14,840,003	\$	15,636,803	\$	15,949,539	\$	16,268,530	\$	16,593,901	\$	16,925,779	\$	17,264,294	\$	17,609,580	\$	19,442,399	\$	21,465,980	\$	23,700,176
Incremental Difference (New TV - Base TV)					\$	3,500,000	\$	5,670,000	\$	7,883,400	\$	10,641,068	\$	11,953,889	\$	13,292,967	\$	14,058,826	\$	14,840,003	\$	15,636,803	\$	15,949,539	\$	16,268,530	\$	16,593,901	\$	16,925,779	\$	17,264,294	\$	17,609,580	\$	19,442,399	\$	21,465,980	\$	23,700,176
Blains																																								
Annual Value Additions					\$	7,000,000	\$	3,000,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Cumulative Value Additions					\$	7,000,000	\$	10,140,000	\$	10,342,800	\$	10,549,656	\$	10,760,649	\$	10,975,862	\$	11,195,379	\$	11,419,287	\$	11,647,673	\$	11,880,626	\$	12,118,239	\$	12,360,603	\$	12,607,815	\$	12,859,972								
Estimated Taxable Value					\$	3,500,000	\$	5,070,000	\$	5,171,400	\$	5,274,828	\$	5,380,325	\$	5,487,931	\$	5,597,690	\$	5,709,643	\$	5,823,836	\$	5,940,313	\$	6,059,119	\$	6,180,302	\$	6,303,908	\$	6,429,986								
School Capture					\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Local Capture					\$	29,591	\$	42,864	\$	43,721	\$	44,596	\$	45,488	\$	92,795	\$	94,651	\$	96,544	\$	98,475	\$	100,444	\$	102,453	\$	104,502	\$	106,592	\$	108,724								
Total Capture					\$	29,591	\$	42,864	\$	43,721	\$	44,596	\$	45,488	\$	92,795	\$	94,651	\$	96,544	\$	98,475	\$	100,444	\$	102,453	\$	104,502	\$	106,592	\$	108,724								
Cumulative Capture			\$	984,643			\$	72,455	\$	116,176	\$	160,772	\$	206,259	\$	299,054	\$	393,705	\$	490,249	\$	588,724	\$	689,168	\$	791,621	\$	896,123	\$	1,002,715	\$	1,111,439								
Additional			\$	(193,023)																																				
H&M																																								
Annual Value Additions							\$	1,200,000	\$	4,200,000	\$	4,200,000	\$	1,200,000	\$	1,200,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Cumulative Value Additions							\$	1,200,000	\$	5,424,000	\$	9,732,480	\$	11,127,130	\$	12,549,672	\$	12,800,666	\$	13,056,679	\$	13,317,813	\$	13,584,169	\$	13,855,852	\$	14,132,969	\$	14,415,629	\$	14,703,941								
Estimated Taxable Value							\$	600,000	\$	2,712,000	\$	4,866,240	\$	5,563,565	\$	6,274,836	\$	6,400,333	\$	6,528,339	\$	6,658,906	\$	6,792,084	\$	6,927,926	\$	7,066,485	\$	7,207,814	\$	7,351,971								
School Capture							\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Local Capture							\$	5,073	\$	22,928	\$	41,141	\$	47,037	\$	106,101	\$	108,223	\$	110,387	\$	112,595	\$	114,847	\$	117,144	\$	119,486	\$	121,876	\$	124,314								
Total Capture							\$	5,073	\$	22,928	\$	41,141	\$	47,037	\$	106,101	\$	108,223	\$	110,387	\$	112,595	\$	114,847	\$	117,144	\$	119,486	\$	121,876	\$	124,314								
Cumulative Capture			\$	487,815			\$	5,073	\$	28,001	\$	69,143	\$	116,179	\$	222,280	\$	330,503	\$	440,890	\$	553,484	\$	668,331	\$	785,475	\$	904,961	\$	1,026,837	\$	1,151,151								
Additional																																								
Residential																																								
Annual Value Additions											\$	1,000,000	\$	1,000,000	\$	2,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Cumulative Value Additions											\$	1,000,000	\$	2,020,000	\$	4,060,400	\$	5,141,608	\$	6,244,440	\$	7,369,329	\$	7,516,716	\$	7,667,050	\$	7,820,391	\$	7,976,799	\$	8,136,335								
Estimated Taxable Value											\$	500,000	\$	1,010,000	\$	2,030,200	\$	2,570,804	\$	3,122,220	\$	3,684,664	\$	3,758,358	\$	3,833,525	\$	3,910,195	\$	3,988,399	\$	4,068,167								
School Capture											\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Local Capture											\$	4,227	\$	8,539	\$	17,164	\$	21,735	\$	26,397	\$	62,304	\$	63,550	\$	64,821	\$	66,117	\$	67,439	\$	68,788								
Total Capture											\$	4,227	\$	8,539	\$	17,164	\$	21,735	\$	26,397	\$	62,304	\$	63,550	\$	64,821	\$	66,117	\$	67,439	\$	68,788								
Cumulative Capture			\$	544,250							\$	4,227	\$	12,766	\$	29,930	\$	51,665	\$	78,062	\$	140,365	\$	203,915	\$	268,736	\$	334,853	\$	402,292	\$	471,081								
Additional																																								
Blain's and H&M Additional			\$	104,638																																				
Total																																								
Annual Value Additions					\$	7,000,000	\$	4,200,000	\$	4,200,000	\$	5,200,000	\$	2,200,000	\$	3,200,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Cumulative Value Additions					\$	7,000,000	\$	11,340,000	\$	15,766,800	\$	21,282,136	\$	23,907,779	\$	27,585,934	\$																							

**Table 2.2 - Tax Increment Revenue Reimbursement Allocation Table**  
Rennie School Road Redevelopment  
Grand Traverse County Brownfield Redevelopment Authority

Maximum Reimbursement	Proportionality	School & Local Taxes	State Brownfield Fund	LBRF	Admin and Operating	Total
State	0.0%	\$ 0	\$ -	\$ -		\$ 0
Local	100.0%	\$ 2,107,325	\$ -	\$ -	\$ 40,000	\$ 2,147,325
<b>TOTAL</b>	<b>100.0%</b>	<b>\$ 2,107,325</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 2,147,325</b>
MDEQ		\$ 4,600				
MSF		\$ 2,102,725				
<b>TOTAL</b>		<b>\$ 2,107,325</b>				

Estimated Total Years of Capture:	14
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Estimated Capture	\$	2,107,325
Administrative Fees	\$	40,000
State Revolving Fund	\$	-
LSRRF	\$	-
TOTAL	\$	2,147,325

[illegible]

\* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from DEQ & Local TIR only.

**Footnotes:**

GTCLBA Eligible Expenses will be covered by the 5 year 50 percent Eligible Tax Reverted Property Specific Tax under Act 260, PA 2003

**TABLE 3 IMPACT ON TAXING JURISDICTIONS**  
**BROWNFIELD PLAN - THIRTY YEAR DURATION**  
**RENNIE SCHOOL ROAD DEVELOPMENT**  
**GRAND TRAVERSE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**

	Millages	Millage Total	Percent Allocation	Total Capture \$2,147,325	Total Revenues \$20,390,467
<b>Blair Township</b>		4.8082	28.46%	\$611,049	\$2,584,086
Allocated	0.8190				
Voted - Ambulance	1.4892				
Fire and Police Assessment	2.5000				
<b>Grand Traverse County</b>		6.6382	39.29%	\$843,614	\$3,567,589
Allocated	4.9246				
Veterans	0.1190				
Roads	0.9997				
Seniors	0.5949				
<b>BATA</b>	0.4978	0.4978	2.95%	\$63,263	\$267,534
<b>Library</b>	0.9467	0.9467	5.60%	\$120,311	\$508,788
<b>Northwestern Michigan College</b>		1.0760	6.37%	\$136,743	\$578,278
Operating	1.0760				
<b>Debt</b>	<b>0.7400</b>				
<b>Traverse City Area Public Schools</b>			0.00%		
<b>School Debt*</b>	<b>3.1000</b>				
<b>TBAISD</b>	2.9299	2.9299	17.34%	\$372,346	\$1,574,626
<b>Local Taxes Total</b>	20.7368	16.8968	100.00%	\$2,147,325	\$9,080,902
<b>State Taxes</b>		24.0000		\$899,451	\$11,309,565
School Operating	18.0000				
State Educ Tax	3.0000				
State Brownfield Fund	3.0000			\$400,501	
<b>Total</b>	44.7368	40.8968		\$3,447,276	\$20,390,467

\* Debt Millage not captured as part of Brownfield Plan

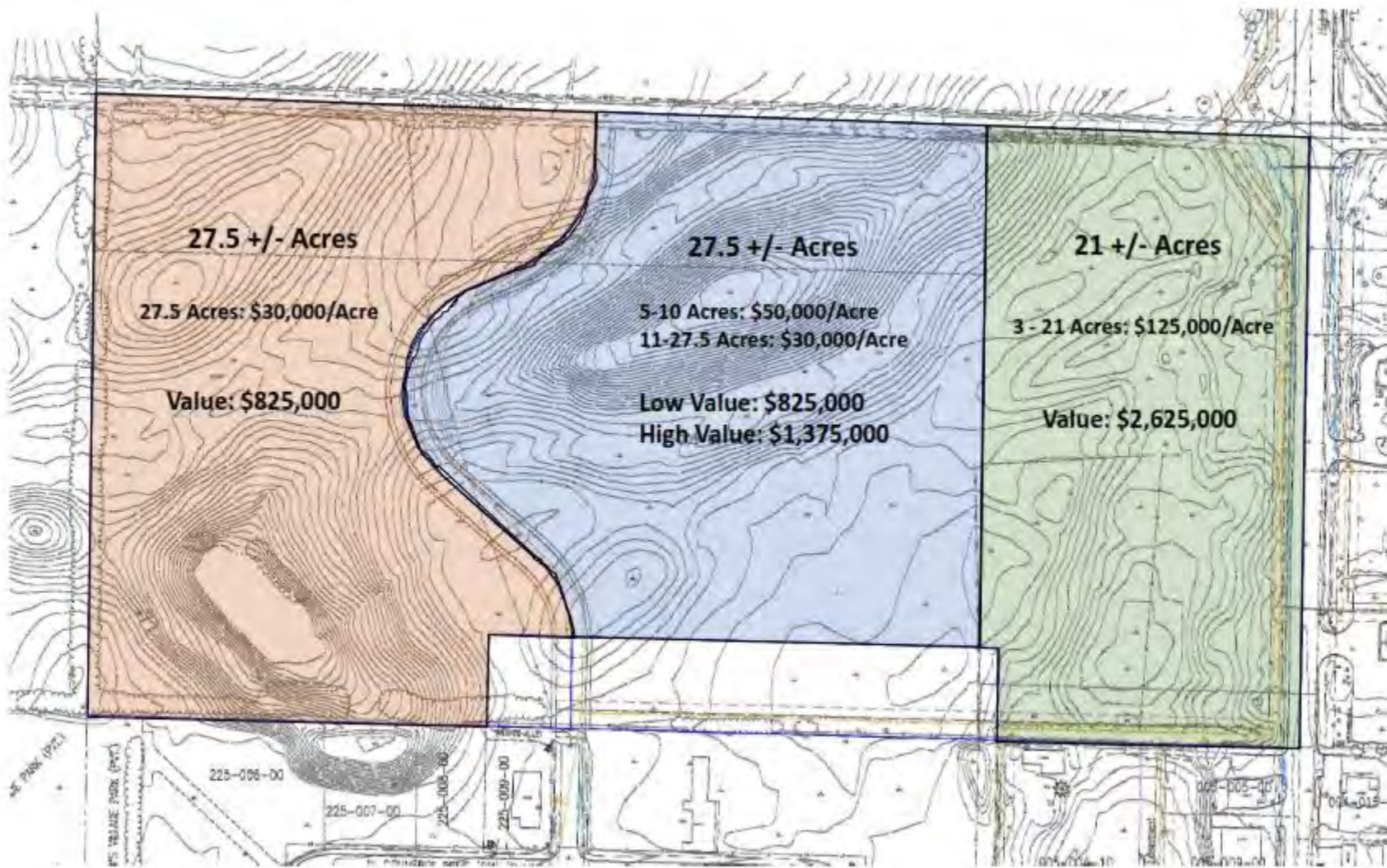


<p align="center"><b>Rennie School Road Redevelopment</b> Amended Brownfield Plan</p>	<p align="center"><b>Figure 1: Site Location</b></p>
<p><b>Grand Traverse County Brownfield Redevelopment Authority</b></p>	<p><b>Date: December 2018</b></p>



<p align="center"><b>Rennie School Road Redevelopment</b> Amended Brownfield Plan</p>	<p align="center"><b>Figure 2: Eligible Property Boundaries</b></p>
<p align="center"><b>Grand Traverse County Brownfield Redevelopment Authority</b></p>	<p align="center"><b>Date: December 2018</b></p>

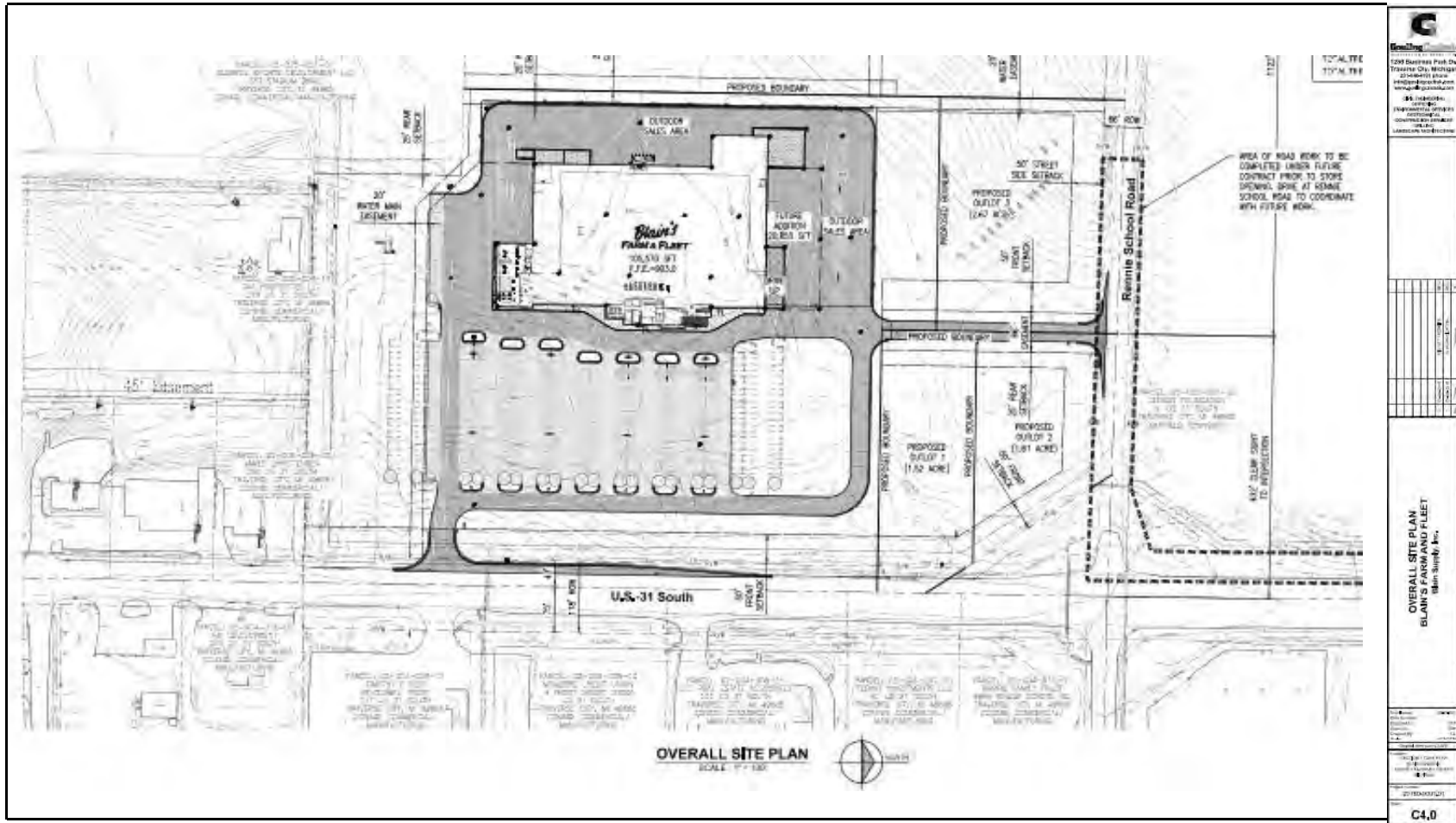




<p align="center"><b>Rennie School Road Redevelopment</b>          Amended Brownfield Plan</p>	<p align="center"><b>Figure 3: Conceptual Parcel Allocation</b></p>
<p align="center"><b>Grand Traverse County Brownfield Redevelopment Authority</b></p>	<p align="center"><b>Date: December 2018</b></p>





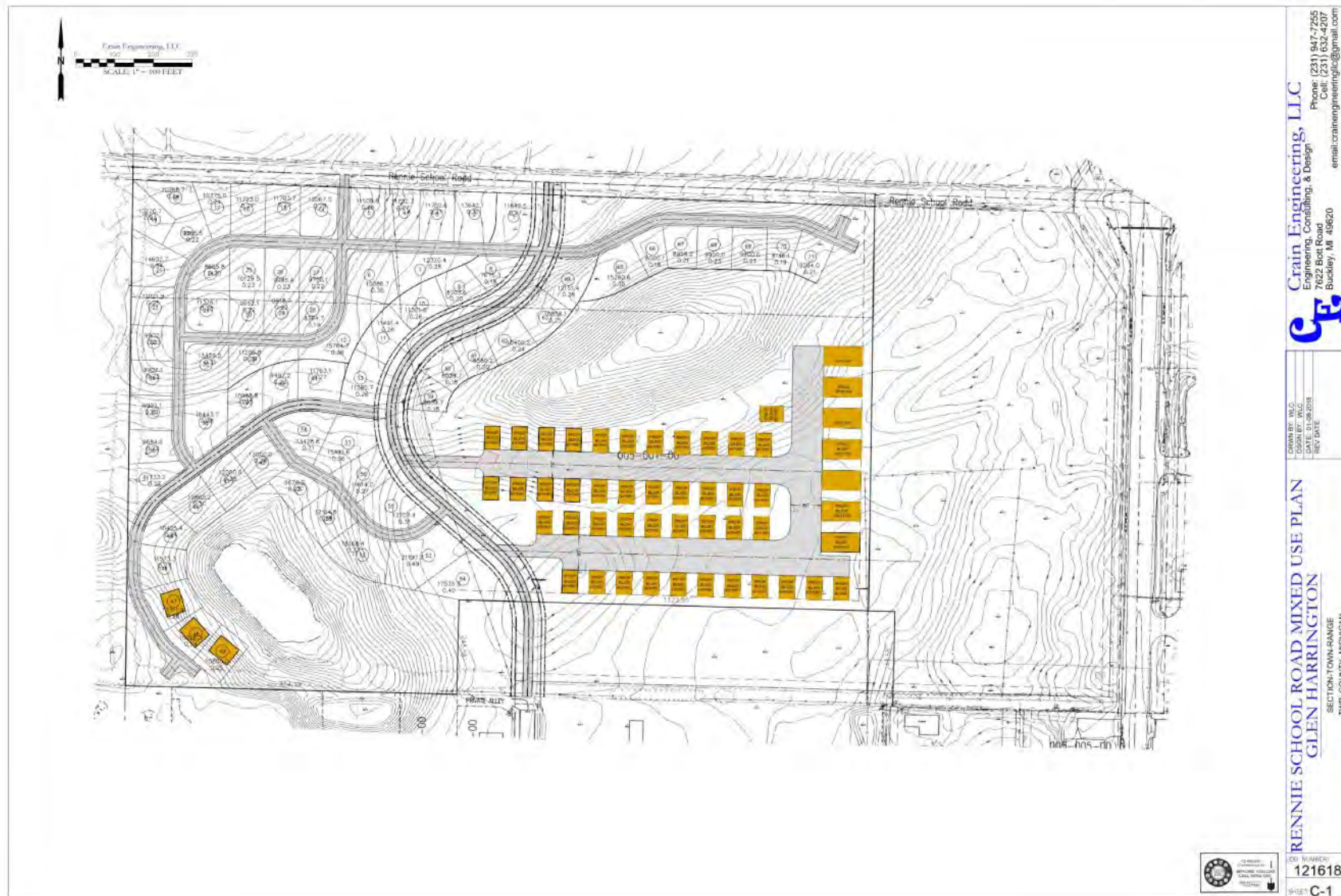


## Rennie School Road Redevelopment Amended Brownfield Plan

Grand Traverse County Brownfield Redevelopment Authority

## Figure 5.1: East Parcel Site Plan

Date: December 2018



<p align="center"><b>Rennie School Road Redevelopment Amended Brownfield Plan</b></p>	<p align="center"><b>Figure 5.2: Middle and West Parcel Conceptual Site Plans</b></p>
<p align="center"><b>Grand Traverse County Brownfield Redevelopment Authority</b></p>	<p align="center"><b>Date: December 2018</b></p>

## Exhibit A - Proposed Parcel Split Legal Description

### LEGAL DESCRIPTION (AS PROVIDED IN FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 2465-669767)

THE LAND REFERRED TO IN THIS POLICY, SITUATED IN THE COUNTY OF GRAND TRAVERSE, TOWNSHIP OF BLAIR, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

THE NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 5, TOWN 26 NORTH, RANGE 11 WEST.

EXCEPT THE FOLLOWING:

BEGINNING AT THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 12 MINUTES 17 SECONDS EAST 300 FEET; THENCE NORTHWESTERLY TO A POINT ON THE NORTH LINE OF SAID SECTION WHICH IS 200 FEET WESTERLY OF SAID POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 53 MINUTES 53 SECONDS EAST ON SECTION LINE 200 FEET TO POINT OF BEGINNING.

AND EXCEPT:

PART OF THE NORTHEAST 1/4 OF SECTION 5, TOWN 26 NORTH, 11 WEST, BLAIR TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 5; THENCE NORTH 89 DEGREES 34 MINUTES 23 SECONDS WEST, 658.83 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 5; THENCE NORTH 00 DEGREES 01 MINUTE 29 SECONDS WEST 1316.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 25 MINUTES 18 SECONDS WEST, 927.23 FEET ALONG THE NORTH 1/8 LINE OF SAID SECTION 5; THENCE NORTH 00 DEGREES 01 MINUTE 29 SECONDS WEST 243.58 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 18 SECONDS EAST, 927.23 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 29 SECONDS EAST 243.58 FEET TO THE POINT OF BEGINNING.

FORMERLY DESCRIBED FOR TAX PURPOSES AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER FOR THE POINT OF BEGINNING; THENCE WEST 2636.51 FEET; THENCE SOUTH 1336.86 FEET; THENCE EAST 1052.54 FEET; THENCE NORTH 253.58 FEET; THENCE EAST 927.23 FEET; THENCE SOUTH 243.58 FEET; THENCE EAST 658.83 FEET; THENCE NORTH 1336.86 FEET TO THE POINT OF BEGINNING. EXCEPT, COMMENCING AT THE NORTHEAST SECTION CORNER FOR THE POINT OF BEGINNING; THENCE SOUTH 300 FEET; THENCE NORTHWESTERLY TO A POINT ON THE NORTH LINE 200 FEET WEST OF THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES EAST 200 FEET TO THE POINT OF BEGINNING. SECTION 5 TOWN 26 NORTH, RANGE 11 WEST.

TAX ITEM NOS.

28-02-005-001-03

28-02-005-001-04

THE ABOVE LAND MAY ALSO BE DESCRIBED AS FOLLOWS:

PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 5, TOWN 26 NORTH, RANGE 11 WEST, BLAIR TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 CORNER OF AND SECTION 5; THENCE NORTH 89 DEGREES 34 MINUTES 23 SECONDS WEST 658.83 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 5; THENCE NORTH 00 DEGREES 01 MINUTE 29 SECONDS WEST 1316.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 01 MINUTE 29 SECONDS WEST 243.58 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 18 SECONDS WEST 1125.95 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 29 SECONDS EAST 243.58 FEET TO THE NORTH 1/8 LINE OF SAID SECTION 5; THENCE NORTH 89 DEGREES 25 MINUTES 18 SECONDS WEST 658.19 FEET ALONG SAID NORTH 1/8 LINE TO THE NORTH-SOUTH 1/4 LINE; THENCE NORTH 00 DEGREES 08 MINUTES 08 SECONDS WEST 1351.17 FEET ALONG SAID NORTH-SOUTH 1/4 LINE TO THE NORTH LINE OF SAID SECTION 5; THENCE SOUTH 88 DEGREES 56 MINUTES 15 SECONDS EAST 2441.20 FEET ALONG SAID NORTH LINE OF SECTION 5; THENCE SOUTH 33 DEGREES 21 MINUTES 32 SECONDS EAST 363.62 FEET TO THE EAST LINE OF SAID SECTION 5; THENCE SOUTH 00 DEGREES 00 MINUTES 12 SECONDS WEST 1028.81 FEET ALONG SAID EAST SECTION LINE TO SAID NORTH 1/8 LINE; THENCE NORTH 89 DEGREES 25 MINUTES 18 SECONDS WEST, 659.43 FEET ALONG SAID NORTH 1/8 LINE TO THE POINT OF BEGINNING.

TAX ITEM NO. 28-02-005-001-04

ALSO:

PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 5, TOWN 26 NORTH, RANGE 11 WEST, BLAIR TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 5; THENCE NORTH 89 DEGREES 34 MINUTES 23 SECONDS WEST 658.83 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 5; THENCE NORTH 00 DEGREES 01 MINUTE 29 SECONDS WEST 1316.92 FEET TO THE NORTH 1/8 LINE OF SAID SECTION 5; THENCE NORTH 89 DEGREES 25 MINUTES 18 SECONDS WEST 927.23 FEET ALONG SAID NORTH 1/8 LINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 25 MINUTES 18 SECONDS WEST 196.72 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 29 SECONDS WEST 243.58 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 18 SECONDS EAST 196.72 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 29 SECONDS EAST 243.58 FEET TO THE POINT OF BEGINNING.

TAX ITEM NO. 28-02-005-001-03

### LAND DIVISION PARCEL DESCRIPTIONS

#### PARCEL 1:

PART OF THE NORTH HALF OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 5, TOWN 26 NORTH, RANGE 11 WEST, BLAIR TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE ALONG THE EAST LINE OF SAID SECTION SOUTH 00°58'52" WEST 379.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00°58'52" WEST 948.42 FEET TO THE NORTH 1/8 LINE OF SAID SECTION; THENCE ALONG SAID NORTH 1/8 LINE NORTH 88°26'26" WEST 659.38 FEET; THENCE NORTH 00°57'23" EAST 243.58 FEET; THENCE NORTH 89°27'20" WEST 158.09 FEET; THENCE PARALLEL WITH SAID EAST LINE NORTH 00°58'52" EAST 787.05 FEET; THENCE SOUTH 89°01'16" EAST 382.31 FEET; THENCE PARALLEL WITH SAID EAST LINE SOUTH 00°58'52" WEST 300.00 FEET; THENCE SOUTH 89°01'16" EAST 433.08 FEET TO THE POINT OF BEGINNING. CONTAINING 17.66 ACRES. TOGETHER WITH A 66 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS AND INSTALLATION MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES DESCRIBED AS A 66 FOOT WIDE STRIP OF LAND LYING 33 FEET EACH SIDE AND ADJACENT TO THE FOLLOWING CENTERLINE WHICH IS DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE ALONG THE EAST LINE OF SAID SECTION SOUTH 00°58'52" WEST 379.89 FEET; THENCE NORTH 89°01'16" WEST 433.08 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH SAID EAST LINE NORTH 00°58'52" EAST 354.94 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF RENNE SCHOOL ROAD AND THE POINT OF ENDING. SUBJECT TO A VARIABLE WIDTH PUBLIC UTILITIES EASEMENT RECORDED AS INSTRUMENT NUMBER 2005R-18097. ALSO SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

#### OUTLOT 1:

PART OF THE NORTH HALF OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 5, TOWN 26 NORTH, RANGE 11 WEST, BLAIR TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE ALONG THE EAST LINE OF SAID SECTION SOUTH 00°58'52" WEST 300.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00°58'52" WEST 78.89 FEET; THENCE NORTH 89°01'16" WEST 433.08 FEET; THENCE PARALLEL WITH THE EAST SECTION LINE NORTH 00°58'52" EAST 157.00 FEET; THENCE SOUTH 89°01'16" EAST 382.31 FEET TO THE RIGHT-OF-WAY OF HIGHWAY US-31 & M-37; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 32°22'50" EAST 14.12 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 32°22'50" EAST 78.19 FEET TO SAID EAST LINE AND THE POINT OF BEGINNING, CONTAINING 1.52 ACRES. SUBJECT TO AND TOGETHER WITH A 66 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS AND INSTALLATION MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES DESCRIBED AS A 66 FOOT WIDE STRIP OF LAND LYING 33 FEET EACH SIDE AND ADJACENT TO THE FOLLOWING CENTERLINE WHICH IS DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE ALONG SAID EAST LINE SOUTH 00°58'52" WEST 379.89 FEET; THENCE NORTH 89°01'16" WEST 433.08 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH SAID EAST LINE NORTH 00°58'52" EAST 354.94 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF RENNE SCHOOL ROAD AND THE POINT OF ENDING. SUBJECT TO A VARIABLE WIDTH PUBLIC UTILITIES EASEMENT RECORDED AS INSTRUMENT NUMBER 2005R-18097. ALSO SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

#### OUTLOT 2:

PART OF THE NORTH HALF OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 5, TOWN 26 NORTH, RANGE 11 WEST, BLAIR TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE ALONG THE NORTH LINE OF SAID SECTION NORTH 87°57'23" WEST 200.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE RIGHT-OF-WAY OF US-31 & M-37 SOUTH 32°22'50" EAST 271.51 FEET; THENCE NORTH 89°01'16" WEST 382.31 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID SECTION NORTH 00°58'52" EAST 330.94 FEET; THENCE ALONG SAID NORTH LINE SOUTH 87°57'23" EAST 233.16 FEET TO THE POINT OF BEGINNING, CONTAINING 1.61 ACRES. SUBJECT TO AND TOGETHER WITH A 66 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS AND INSTALLATION MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES DESCRIBED AS A 66 FOOT WIDE STRIP OF LAND LYING 33 FEET EACH SIDE AND ADJACENT TO THE FOLLOWING CENTERLINE WHICH IS DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE ALONG THE EAST LINE OF SAID SECTION SOUTH 00°58'52" WEST 379.89 FEET; THENCE NORTH 89°01'16" WEST 433.08 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH SAID EAST LINE NORTH 00°58'52" EAST 354.94 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF RENNE SCHOOL ROAD AND THE POINT OF ENDING. SUBJECT TO A VARIABLE WIDTH PUBLIC UTILITIES EASEMENT RECORDED AS INSTRUMENT NUMBER 2005R-18097. ALSO SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

#### OUTLOT 3:

PART OF THE NORTH HALF OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 5, TOWN 26 NORTH, RANGE 11 WEST, BLAIR TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 5; THENCE ALONG THE NORTH LINE OF SAID SECTION NORTH 87°57'23" WEST 433.16 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH THE EAST LINE OF SAID SECTION SOUTH 00°58'52" WEST 297.94 FEET; THENCE NORTH 89°01'16" WEST 385.26 FEET; THENCE PARALLEL WITH SAID EAST LINE NORTH 00°58'52" EAST 305.10 FEET TO THE NORTH LINE OF SAID SECTION; THENCE ALONG THE NORTH LINE OF SAID SECTION SOUTH 87°57'23" EAST 385.33 FEET TO THE POINT OF BEGINNING, CONTAINING 2.67 ACRES. SUBJECT TO AND TOGETHER WITH A 66 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS AND INSTALLATION MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES DESCRIBED AS A 66 FOOT WIDE STRIP OF LAND LYING 33 FEET EACH SIDE AND ADJACENT TO THE FOLLOWING CENTERLINE WHICH IS DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE ALONG THE EAST LINE OF SAID SECTION SOUTH 00°58'52" WEST 379.89 FEET; THENCE NORTH 89°01'16" WEST 433.08 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH SAID EAST LINE NORTH 00°58'52" EAST 354.94 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF RENNE SCHOOL ROAD AND THE POINT OF ENDING. SUBJECT TO A VARIABLE WIDTH PUBLIC UTILITIES EASEMENT RECORDED AS INSTRUMENT NUMBER 2005R-18097. ALSO SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

#### REMAINDER PARCEL:

PART OF THE NORTH HALF OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 5, TOWN 26 NORTH, RANGE 11 WEST, BLAIR TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 5; THENCE ALONG THE NORTH LINE OF SAID SECTION NORTH 87°57'23" WEST 818.49 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL TO THE EAST LINE OF SAID SECTION SOUTH 00°48'52" WEST 109.15 FEET; THENCE NORTH 88°26'26" WEST 788.33 FEET; THENCE SOUTH 00°57'23" WEST 243.58 FEET; THENCE NORTH 88°26'26" WEST 1050.91 FEET TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION; THENCE ALONG SAID 1/4 LINE NORTH 00°50'47" EAST 1351.17 FEET TO THE NORTH LINE OF SAID SECTION; THENCE ALONG SAID NORTH LINE SOUTH 87°57'23" EAST 1822.53 FEET TO THE POINT OF BEGINNING, CONTAINING 51.85 ACRES. SUBJECT TO A VARIABLE WIDTH PUBLIC UTILITIES EASEMENT RECORDED AS INSTRUMENT NUMBER 2005R-18097. ALSO SUBJECT TO AND TOGETHER WITH AN 86 FOOT WIDE EASEMENT FOR INGRESS/EGRESS INSTALLATION AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES RECORDED AS INSTRUMENT NUMBER 2007R-23439. ALSO SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

## Action Request



Meeting Date:	2/6/2019		
Department:	Health Department-Animal Control	Submitted By:	Jaime Croel
Contact E-Mail:	jcroel@grandtraverse.org	Contact Telephone:	231-995-6082
Agenda Item Title:	Purchase of two (2) Animal Control trucks and two (2) kennel boxes		
Estimated Time:	10	Laptop Presentation:	No
	<small>(in minutes)</small>		

### Summary of Request:

The Animal Control program is requesting to purchase two (2) 2019 Dodge Ram 1500 ST 4x4 Quad Cab trucks at \$22,405 each from Bill Marsh in Traverse City. As directed by the purchasing policy, vehicles bids were included from the MiDeal website, but in addition local bids were requested as well. MiDeal is an extended cooperative purchasing program which allows Michigan local units of government to use state contracts to buy goods or services. Local governments benefit directly from the reduced cost of goods and services and indirectly by eliminating the time needed to process bids, since the bidding has already been completed through the State of Michigan through the MiDeal Extended Purchasing Program. The Animal Control program currently has a 2006 Chevy Colorado mid-size 4x4 truck (approximately 105,000 miles) and has been using a 2005 Chevy Colorado mid-size 4x4 truck (approximately 96,000 miles) from the Environmental Health program. The new trucks would replace the older two current Animal Control vehicles. The current trucks are mid-size trucks, which are too small for the needs of the Animal Control Officers and the equipment. Full-size Animal Control trucks are needed to transport more than two animals and fit necessary equipment. Both of the current Colorado's are aging, have been having numerous mechanical issues, have high mileage and the kennel boxes are in disrepair. With current Animal Control staffing, including two Animal Control Officers and one Supervisor (who also works in the field), three trucks are necessary. The Animal Control program currently has one 2018 Dodge Ram 1500, that was purchased in 2018, but is in need of two additional new trucks to replace the aging 2006 and 2005 Colorados that have multiple mechanical issues. Both trucks are becoming a safety issue for the officers and the animals and are becoming costly to maintain. The two older Animal Control trucks will be sold after the new trucks are received and the proceeds from the sale of the old trucks will go into the Animal Control program to help offset the cost of the newer trucks. Three trucks were compared from the MiDeal site and complete quotes were requested from the corresponding dealerships. Quote #1: 2019 Dodge Ram 1500 ST 4x4 Quad Cab \$22,862; Quote #2: 2019 Ford F150 4x4 \$24,359; Quote #3: 2019 GMC Sierra 4x4 \$27,041. Other local quotes were also obtained to compare to the MiDeal site and a quote from Bill Marsh in Traverse City for a 2019 Dodge Ram 1500 ST 4x4 Quad Cab truck bid was lower than all the MiDeal prices. The lowest quoted truck, 2019 Dodge Ram 1500 ST 4x4 Quad Cab truck was selected as the best option from Bill Marsh a local dealership for \$22,405. The 2019 Dodge Ram truck is similar to the Animal Control truck which was purchased in 2018. There are several advantages to buying new half-ton trucks versus maintaining the older undersized trucks. The trucks would have a full warranty for three years and a powertrain warranty for five years. The trucks will have improved fuel economy and include capacity for at least four dogs. The purchase of the first truck will be funded by budgeted funds available within the 2019 budget of approximately \$32,000, funded from the Animal Control millage, dog license fees and other fees (*no general fund dollars*). The second truck will be funded through roll-over of 2018 budgeted funds not utilized in 2018 of approximately \$27,000. The 2018 budgeted roll-over funds are from salary savings, contract savings, contingency funds and additional license revenues throughout the 2018 year. In addition, the Animal Control program is requesting the purchase of two Michiana Millworks custom aluminum kennel boxes for \$12,900.

### Suggested Motion:

Request approval for the purchase of two (2) 2019 Ram 1500 ST 4x4 Quad Cab trucks for \$22,405 each and two (2) new Michiana Millworks custom aluminum kennel boxes for \$12,900 for a grand total of \$57,710.

### Financial Information:

Total Cost:	\$57,710.00	General Fund Cost:	\$0.00	Included in budget:	Yes
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If not included in budget, recommended funding source:

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

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration:	Recommended	Date:	
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Miscellaneous:

### Attachments:

Attachment Titles: AC-Bill Marsh Quote, AC-Galeana's Van Dyke Quote, AC-Michiana Millworks Kennel box Quote, AC-2018 Dodge Ram Picture, AC-Kennel Box Picture #1, AC-Kennel Box Picture #2, AC-Kennel Box Picture #3, AC-2006 Colorado Picture, AC-2006 Colorado Picture, AC-Colorado Truck Repair Cost, AC-Truck Quote Comparisons

(revised 9-2016)



## RESOLUTION

**XX-2019**

### **Animal Control – Purchase of Two (2) Animal Control Trucks**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on February 6, 2019 and reviewed request to approve the purchase of two (2) 2019 Ram 1500 trucks with custom aluminum kennel boxes for the Animal Control Department; and,

WHEREAS, The Animal Control Department has three (3) vehicles with two (2) of those vehicles in excess of 13 years old and in need of replacement; and,

WHEREAS, Funding has been identified, and bids were sought for the best vehicles available to meet the needs of the department; and,

WHEREAS, request is for the purchase of two (2) 2019 Ram 1500 ST 4x4 Quad Cab trucks for \$22,405 each and two (2) new Michiana Millworks custom aluminum kennel boxes for \$12,900 for a grand total of \$57,710; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approve for the purchase of two (2) 2019 Ram 1500 ST 4x4 Quad Cab trucks for \$22,405 each and two (2) new Michiana Millworks custom aluminum kennel boxes for \$12,900 for a grand total of \$57,710, for the Animal Control Department.

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

APPROVED: February 6, 2019

Grand Traverse County Animal Control		
Truck Quote Comparison		
MiDeal Quotes		
		Price
Galeana' Van Dyke Dodge	Ram 1500	\$22,862.00
Gorno Ford	Ford F-150	\$26,349.00
Todd Wenzel GMC	GMC Sierra	\$27,041.35
Berger Chevrolet	Chevy 1500	\$25,667.00
Local Dealer Quotes		
		Price
Bill Marsh - Ram	Ram 1500 - V6	\$22,405.00
Bill Marsh - GMC	Ford F-150	\$33,747.00
Fox Grand Traverse	GMC Sierra 1500	\$32,714.00
Williams Chevy	Silverado 1500 Double cab	\$37,151.85
	Silverado 1500 Crew cab	\$41,278.20



Animal Control Vehicles	2018	2017	2016	Repairs still needed
2006 Chevy Colorado	\$1,020.04 Water Pump U Joints Wheel Cylinder Brake Shoes Master Cylinder	1,257.05 Front Brakes Calipers Seat belt buckle	221.78 O2 Sensor Battery	Thermostat \$92 Brakes \$647 Shocks \$286.76 Struts Stabilizer link \$117.18 Tires \$552
2005 Chevy Colorado	\$630.92 Adjust Brakes Tie rod Battery Evap. Solenoid wires	\$276.71 Tire Battery	\$1,370.73 Tires Brakes	Battery issues \$150
	\$500.00 Box Change			
<b>Annual Repair Total</b>	<b>\$2,150.96</b>	<b>\$1,533.76</b>	<b>\$1,592.51</b>	<b>\$1,845</b>
<b>Total 3 year cost of repairs</b>	<b>\$5,277.23</b>			

Value of 2006 Colorado Sold in 2018 \$1,900

The amount of money spent each year on repairs since 2016 is almost half the value of each vehicle.












2019 RAM QUAD CAB CLASSIC 4X4 TRADESMAN 6.4 BOX 3.6L V6	
MSRP	\$36,390.00
YOUR BID PRICE	\$22,156.00
DOC FEE	\$210.00
CVR	\$24.00
SALES TAX	TAX EXEMPT
TITLE	\$15.00
PLATE	YOUR PLATE
TOTAL	\$22,405.00

2019 RAM CREW CAB CLASSIC 4X4 TRADESMAN 6.4 BOX 5.7L V8 HEMI	
MSRP	\$39,490.00
YOUR BID PRICE	\$23,853.00
DOC FEE	\$210.00
CVR	\$24.00
SALES TAX	TAX EXEMPT
TITLE	\$15.00
PLATE	YOUR PLATE
TOTAL	\$24,102.00

Eric Cram  
Direct Line 231-929-8865  
1-800-335-0910  
Mobile 231-313-3881  
[ecram@billmarsh.com](mailto:ecram@billmarsh.com)  
[www.billmarsh.com](http://www.billmarsh.com)



 BILLMARSH

## **2019 RAM 1500 Classic Tradesman**



**Dennis Christina**



## VEHICLE OVERVIEW Continued

### Seating and Interior (Continued)

adjustable driver seat \* 4-way adjustable passenger seat \* Full folding rear bench seat with fold-up cushion, 2 adjustable rear head restraints \* Vinyl faced front seats with vinyl back material \* Vinyl faced rear seats with carpet back material \* Full cloth headliner, full vinyl/rubber floor covering, deluxe sound insulation, metal-look instrument panel insert, urethane gear shift knob, chrome/metal-look interior accents

### Exterior Features

Side impact beams, front license plate bracket, galvanized steel/aluminum body material \* Black side window moldings, black front windshield molding \* Black door handles \* Black grille \* 4 doors with tailgate rear cargo door \* With bed liner \* Class IV trailering, trailer harness, trailer hitch, trailer sway control \* Driver and passenger power remote black heated folding outside mirrors \* Front and rear black bumpers, with front black rub strip/fascia accent, rear step \* Aero-composite halogen fully automatic headlamps with multiple headlamps, delay-off feature \* Additional exterior lights include pickup cargo box light \* Clearcoat monotone paint

### Warranty

Basic .....	36 month/36,000 miles	Powertrain .....	60 month/60,000 miles
Corrosion Perforation .....	60 month/unlimited mileage	Roadside Assistance .....	60 month/60,000 miles

### Dimensions and Capacities

Output .....	305 hp @ 6,400 rpm	Torque .....	269 lb.-ft. @ 4,175 rpm
1st gear ratio .....	4.714	2nd gear ratio .....	3.143
3rd gear ratio .....	2.106	4th gear ratio .....	1.667
5th gear ratio .....	1.285	6th gear ratio .....	1.000
7th gear ratio .....	0.839	8th gear ratio .....	0.667
Reverse gear ratio .....	3.295	City/hwy .....	16 mpg/23 mpg
Curb weight .....	5,060 lbs.	GVWR .....	6,800 lbs.
Front GAWR .....	3,900 lbs.	Rear GAWR .....	3,900 lbs.
Payload .....	1,740 lbs.	Front curb weight .....	2,876 lbs.
Rear curb weight .....	2,184 lbs.	Front axle capacity .....	3,900 lbs.
Rear axle capacity .....	3,900 lbs.	Front tire/wheel capacity .....	4,608 lbs.
Rear tire/wheel capacity .....	4,608 lbs.	Towing capacity .....	4,480 lbs.
Front legroom .....	41.0 "	Rear legroom .....	34.7 "
Front headroom .....	41.0 "	Rear headroom .....	39.7 "
Front hiproom .....	63.2 "	Rear hiproom .....	62.9 "
Front shoulder room .....	66.0 "	Rear shoulder room .....	65.7 "
Passenger area volume .....	116.6 cu.ft.	Length .....	229.0 "
Body width .....	79.4 "	Body height .....	77.7 "
Wheelbase .....	140.0 "	Cab to axle .....	36.9 "
Axle to end of frame .....	48.4 "	Front track .....	68.2 "
Rear track .....	67.5 "	Turning radius .....	22.7 '
Fuel tank .....	26.0 gal.	Exterior cargo length .....	76.3 "
Exterior cargo minimum width .....	51.0 "	Exterior cargo volume .....	57.5 cu.ft.

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary. Reference DX05102871 9/11/2018

Effective Date: 9/11/2018  
Date Printed: January 09, 2019

Page 3  
QuoteID: GTCHD





**Prepared For:**  
 Leslie Maher  
 Gr Traverse County  
 Michigan  
 Phone: 231-995-6018

**Prepared By:**  
 Administrator  
 Dennis Christina  
 Galeana's Van Dyke Dodge RAM  
 28400 Van Dyke  
 Warren, Michigan, 48093  
 Phone: 586-510-4601

<b>SELECTED EQUIPMENT</b>	<b>2019 RAM 1500 Classic</b>
	<b>4x4 Quad Cab 140" WB Tradesman (DS6L41)</b>
	<b>MSRP</b>

DS6L41	Base Vehicle Price (DS6L41)	STD	34,795.00
<b>Packages</b>			
22B	Quick Order Package 22B Tradesman <i>Tradesman Package</i>	OPT	N/C
<b>Powertrain</b>			
ERB	Engine: 3.6L V6 24V VVT	STD	N/C
DFL	Transmission: 8-Speed Automatic (845RE)	STD	N/C
DMC	3.21 Rear Axle Ratio	STD	N/C
Z6D	GVWR: 6,800 lbs	STD	N/C
<b>Wheels &amp; Tires</b>			
TTM	Tires: P265/70R17 BSW AS	STD	N/C
WFP	Wheels: 17" x 7" Steel	STD	N/C
<b>Seats &amp; Seat Trim</b>			
TX	Heavy Duty Vinyl 40/20/40 Split Bench Seat	STD	N/C
<b>Other Options</b>			
APA	Monotone Paint <i>Headlamp filler panels and door handles are black when ordering special low volume paints.</i>	STD	N/C
GXM	Remote Keyless Entry w/All-Secure	OPT	190.00
RA1	Radio: 3.0	STD	N/C

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Effective Date: 9/11/2018  
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Page 5  
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**Prepared For:**  
Leslie Maher  
Gr Traverse County  
Michigan  
Phone: 231-995-6018

**Prepared By:**  
Administrator  
Dennis Christina  
Galeana's Van Dyke Dodge RAM  
28400 Van Dyke  
Warren, Michigan, 48093  
Phone: 586-510-4601

## PRICE SHEET

## 2019 RAM 1500 Classic

4x4 Quad Cab 140" WB Tradesman (DS6L41)

**Vehicle Price (excluding option discounts)**

Dealer Discounts 7 Gvt Concession

*MIDEAL...4WDL-0073*

*Title Included*

*ADD \$1.50 to deliver*

**MSRP**

**\$34,985.00**

(14,413.00)

**Vehicle Subtotal**

**\$20,572.00**

Option Credits

0.00

Other (Discount)Margin

0.00

Incentives

0.00

**Total Other Items**

**0.00**

Net Selling Price

\$20,572.00

Destination

1,695.00

**Total Quote**

**\$22,267.00**

**TOTAL**

**\$22,267.00**

\_\_\_\_\_  
**Customer Signature**

\_\_\_\_\_  
**Date**

Spray In Bedliner + \$595.00

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QuoteID: GTCHD

# Quote

122018

## Michiana Millworks

1221 N. Clay St.  
Sturgis, Mi. 49091  
Phone 269-651-1994

DATE: December 20, 2018  
Quote#  
Stock #  
Body company  
Body size  
Customer Name  
Salesperson  
Order Date:  
Drop-off Date  
Complete Date  
Vin #

### Quote To:

Grand Traverse Cty  
Jamie Croel

231-995-6082

DESCRIPTION	AMOUNT
1 Custom Aluminum Dog Catcher Truck	\$ 5,800.00
Build to Leelanau County Spec	
Ramp	\$ 350.00
Cage on one side	N/C
Front power vents	N/A
Intrior lights	N/C
Safety Lighting	N/C
Inner safety doors	\$ 200.00
Under floor pole storage	\$ 100.00
TOTAL	\$ 6,450.00

Animal Control Kenel Box





## Action Request

Meeting Date:	2/6/2019		
Department:	Finance	Submitted By:	Dean Bott
Contact E-Mail:	<a href="mailto:dbott@grandtraverse.org">dbott@grandtraverse.org</a>	Contact Telephone:	(231) 922-4680
Agenda Item Title:	Pollution Liability Insurance for Boardman River Restoration (Dam Removal) Project		
Estimated Time:	5 minutes <small>(in minutes)</small>	Laptop Presentation:	<input checked="" type="radio"/> Yes <input type="radio"/> No

### Summary of Request:

The County has been required to carry pollution liability coverage for the dam removal projects on the Boardman River. We were not able to obtain this type of coverage from the Michigan Municipal Risk Management Authority our primary insurance provider and the coverage was obtained in 2017 from Environmental Risk Managers of Michigan. With ongoing river restoration activities anticipated in the Spring of 2019 and the existing contractual requirements to name the Grand Traverse County Road Commission as an additional insured per our Policy the attached proposal was received to extend the coverage through December 31, 2019. The premium for an additional year of coverage has been quoted at General Aggregate Limits of \$5,000,000 for a cost of \$12,126 and \$10,000,000 for a cost of \$15,802. The 2018 premium cost was \$18,450. This coverage provides the County with insurance for sediment transport issues that could be the result of the dam removal and in the event the sediment controls that were implemented as part of the river restoration do not function as planned. The County Road Commission is named as an additional insured to provide them with coverage or protection in the event that sediment accumulation causes damage or issues at the culverts under South Airport Road at Logan's Landing.

### Suggested Motion:

Discussion and authorization to extend the Pollution Liability Insurance Policy and coverage for the Boardman River Restoration (Dam Removal) Project through December 31, 2019 per Proposal 2 at the General Aggregate Limit of \$10,000,000 for a cost of \$15,802.

### Financial Information:

Total Cost:	\$15,802.00	General Fund Cost:	\$15,802.00	Included in budget:	<input checked="" type="radio"/> Yes <input type="radio"/> No
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If not included in budget, recommended funding source:

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

<b>Reviews:</b>	Signature	Date
Finance Director	Dean Bott	14-Jan-19
Human Resources Director		
Civil Counsel		
<b>Administration:</b>	<input type="checkbox"/> Recommended	Date:
<u>Miscellaneous:</u>		

### Attachments:

Attachment Titles:

## RESOLUTION

**XX-2019**

### **Pollution Liability Insurance for Boardman River Restoration Project**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on February 6, 2019 and reviewed request to authorize the extension of the Pollution Liability Insurance Policy and coverage for the Boardman River Restoration Project through December 31, 2019; and,

WHEREAS, The County was required to carry pollution liability coverage for the dam removal projects on the Boardman River which was not available through MMRMA, our primary insurer; and,

WHEREAS, With ongoing river restoration activities anticipated in the Spring of 2019 and the existing contractual requirements to name the Road Commission as an additional insured, consideration to extend the policy should be given and,

WHEREAS; extension of our policy through December 31, 2019, would cost \$15,802 for \$10,000,000, and would provide the county with insurance for sediment transport issues that could be the result of the dam removal in the event sediment controls implemented do not function as planned; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County authorize extension of the Pollution Liability Insurance Policy and coverage for the Boardman River Restoration Project through December 31, 2019, for a cost of \$15,802.

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

APPROVED: February 6, 2019



**VIRTUE Pack****INSURANCE PROPOSAL SERVICE BUSINESS PACKAGE LIABILITY POLICY**

Date: December 21, 2018

**PLEASE REVIEW THIS PROPOSAL LETTER CAREFULLY****Proposal Reference No:** SUB016890-02

**AGENT:** Betsey Kerber, Environmental Risk Managers of MI, P. O. BOX 210F  
Moline, MI 49335

**APPLICANT INFORMATION:** Grand Traverse County, 400 Boardman Ave, Traverse City, MI 49684

**CARRIER:** Scottsdale Insurance Company, **(Rated A+ XV by A.M. Best)**

**POLICY PERIOD:** December 31, 2018 to December 31, 2019  
*12.01 A.M Standard Time at the address of the Named Insured shown above*

**PROPOSED COVERAGE PARTS:**

<b><u>Limits/Deductibles</u></b>	<b><u>Proposal 1</u></b>	<b><u>Proposal 2</u></b>
<b><u>General Aggregate Limit</u></b>	<b><u>\$5,000,000</u></b>	<b><u>\$10,000,000</u></b>
<b><u>Contractors Pollution Liability Coverage Part</u></b>		
Claim Limit (for each Pollution Condition)	\$5,000,000	\$5,000,000
Claims Aggregate Limit	\$5,000,000	\$10,000,000
Deductible	\$50,000	\$50,000

**CPL "Optional" Coverages - Each CLAIM Limit:**

Transportation by a 3rd Party Transporter	\$1,000,000	\$1,000,000
Natural Resource Damages	\$5,000,000	\$5,000,000
Non-Owned Disposal Site (NODS) CM	\$1,000,000	\$1,000,000

**RETROACTIVE DATES**

<b><u>Contractors Pollution Liability Coverage Part</u></b>	<b><u>Proposal 1</u></b>	<b><u>Proposal 2</u></b>
<b><u>CPL "Optional" Coverages</u></b>		
Transportation by a 3rd Party Transporter	TBD	TBD
Natural Resource Damages	TBD	TBD
Non-Owned Disposal Site (NODS) Claims Made	TBD	TBD

**CPL "Optional" Coverage**

<b><u>Deductible</u></b>	<b><u>Proposal 1</u></b>	<b><u>Proposal 2</u></b>
<b><u>CPL "Optional" Coverages</u></b>		
Transportation by a 3rd Party Transporter	\$ 50,000	\$ 50,000
Natural Resource Damages	\$ 50,000	\$ 50,000
Non-Owned Disposal Site (NODS) - Claims Made	\$ 50,000	\$ 50,000

**PREMIUM:**

Policy Fee	Not Applicable	Not Applicable
Loss Control Fee	Not Applicable	Not Applicable
Terrorism	\$ 1,000	\$ 1,000
Total Premium	\$ 13,126	\$ 16,802
<b><u>Total Premium (without Terrorism)</u></b>	<b><u>\$ 12,126</u></b>	<b><u>\$ 15,802</u></b>

PLUS SURPLUS LINES TAX ON ALL PREMIUMS\*\*\*\*\*

**Premium Basis:** Revenues : \$1,000,000 Minimum Earned Premium Percentage: 25 %



## **Terrorism Risk Insurance Act:**

Terrorism Coverage is available for an extra 3% of the option selected, subject to a minimum premium of \$1,000 per year, whichever is higher. Please refer to the attached Disclosure of Premium Notice.

## **Applicable Taxes:**

Any premium quoted herein does not include excess and surplus lines taxes, fees, assessments or filing costs all of which are the sole responsibility of the agency placing this business with us. The agency binding with us has the sole responsibility of maintaining current Agency and Surplus Lines licenses, for collecting such taxes and fees from the insured and for remitting them to the appropriate jurisdiction. The attached surplus lines form must be completed by the broker and returned to the Virtue Risk Partners underwriter prior to binding coverage. The binding Insurance Carrier is a non-admitted company in the State where the Insured is domiciled.

## **Forms and Endorsements**

## **Form Number**

The following highlight endorsements & exclusions added to the pre-printed coverage parts that comprise the insurance contract being offered. The hyper-links below will take you to the draft endorsement language that will be issued with the policy. Be sure to compare this offer to the current coverage and advise us if there are any substantive differences.

**(See the LAST PAGE of this proposal for all Endorsement Specific Detail Data that would apply to coverage).**

<a href="#">Virtue Notice of Claim Form</a>	VR E 001
<a href="#">Virtue Pack Service Business Package Policy Common Policy Declarations</a>	VRS-D-100
<a href="#">Schedule of Forms</a>	VP E 200
<a href="#">Common Policy Conditions and Exclusions</a>	VP E 201
<a href="#">Additional Insured Schedule</a>	VP E 203
<a href="#">Work and Services Exclusion</a>	VP E 219
<a href="#">Asbestos Products Exclusion</a>	VP E 222
<a href="#">Subsidence Exclusion</a>	VP E 226
<a href="#">Silica Exclusion</a>	VP E 228
<a href="#">Wrap Up and Joint Venture Exclusion</a>	VP E 230
<a href="#">1099 Consultants – Definition of Employee</a>	VP E 239
<a href="#">Economic or Trade Sanctions Endorsement</a>	VR E 226
<a href="#">OFAC Notice</a>	VR E 227
<a href="#">OFAC Exclusion</a>	VR E 228
<a href="#">Service of Suit Endorsement</a>	UTS-9g
<a href="#">Terrorism Certified Acts Exclusion</a>	VR E 222
<a href="#">Contractors Pollution Liability Supplemental Declarations</a>	VP CPLCM SD
<a href="#">Contractors Pollution Liability (CPL) Claims Made Coverage Part</a>	VP CPLCM P
<a href="#">Defense Outside Limits - CPL</a>	VP CPL E 201
<a href="#">Policy Signature Page</a>	UTS-COVPG

## **Coverage Notes:**

1. Premium is due immediately when bound.
2. Flat cancellations are not allowed.
3. **Primary Non Contributory and Waiver of Subrogation language is included** where required by written contract, and is stated in the Common Policy Conditions.
4. **Automatic Additional Insured status, consistent with AI 20 10 and 20 37** is also included in the Common Policy Conditions Endorsement. Coverage applies where required by written contract, with respect to your work or services performed by or on behalf of the Named Insured.
5. Minimum Earned Premium at Policy Inception is 25 % unless otherwise stated.
6. This Policy is rated on a FLAT basis unless our Composite Rate and Audit Premium Endorsement (VP E 215) is listed in the Endorsements section of this Proposal. If this endorsement is listed, then this is an auditable policy and the Insured will be contacted to participate in an premium audit at the expiration of this policy term.

## **Condition of Proposal**

This quotation is subject to all applicable Surplus Lines Laws in the State where the Named Insured is domiciled. You are responsible keeping all licenses current, and for filing and paying all Surplus Lines and any other applicable taxes. We reserve the right to amend this proposal based on receipt and satisfactory review of any additional underwriting information.

The terms and conditions of this proposal may differ materially from what you or the Insured originally or subsequently requested in the Application or your submission. Please review this proposal letter carefully and in its entirety.

## **Required to Bind Coverage**

Our receipt, review and acceptance of all the following information is required **prior to binding:**

1. All attached forms, signed by the Named Insured.

- We respectfully ask you and your Agent NOT to share ANY details about our proposal to anyone other than the Named Insured
- We also respectfully ask for last look before you bind this with anyone else.

**This premium quotation is valid for 25 days from the date set forth above or otherwise indicated above, whichever is earlier.** We appreciate the opportunity to serve you and your client. We look forward to working with you further on this account.

**In the event of an emergency circumstance, call our EMERGENCY REPONSE HOTLINE at (877) 647-7996, 24 hours a day, 7 days a week.**

**Notice Regarding Electronic Delivery Policies**

All insurance policies may be issued and delivered electronically. If electronic delivery of this policy is not desired or consented to in writing by the Insured, or you have any difficulty printing the policy for physical delivery, please let us know and we will produce and send via regular mail, a printed declarations, policy and endorsements. Otherwise, regarding electronic delivery of documents, please retain the Insured's written consent to electronic delivery of insurance documents. If this consent is ever rescinded by the Insured, please let us know immediately.



## REQUEST TO BIND PRIMARY COVERAGE

(Please remit with order to bind coverage)

The terms and conditions must be signed and dated and received with all additional information requested, prior to the effective date of coverage. Please complete all information on this form and return to Desiree Hernandez-Molina.

Today's Date: \_\_\_\_\_ Requested By: \_\_\_\_\_

Bindable Quote Date: \_\_\_\_\_ Signed Application Submitted: Yes No

### Account Information

Name Insured: Grand Traverse County

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

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

Bound Limits: \_\_\_\_\_ Bound Deductible: \_\_\_\_\_ Bound Premium: \_\_\_\_\_

(exclusive of taxes and fees)

Open Subjectivities: **See Below**

Premium above includes additional premium for Terrorism Coverage Yes No

Bound without Terrorism Yes No

I hereby agree to the Virtue Risk Partners, LLC proposal's terms and conditions and request coverage bound effective on the effective date stated. I agree that the policy contains a minimum earned premium provision and that I am responsible for that amount upon signing this binding request form.

We confirm that no new potential losses of claim circumstances have arisen and that no new claims have been received since the application was signed or since the proposal was offered. \_\_\_\_\_ **Confirmed** (Initial Here)

If Confirmed is NOT initialed, please describe: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Required Subjectivities: See Virtue Pack Proposal Letter

Outstanding Subjectivities: List Below

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## VIRTUE RISK PARTNERS

### POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE

Dear Applicant or Valued Policy Holder: Grand Traverse County

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses arising out of acts of terrorism, *defined in Section 102(1) of the Act*. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THIS ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

CONDITIONAL TERRORISM COVERAGE: The federal Terrorism Risk Insurance Program Reauthorization Act of 2007 is scheduled to terminate at the end of December 31, 2015, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2015, any terrorism coverage as defined by the Act provided in the policy will also terminate.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW: The Note below applies for risks in these states: California, Connecticut, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Virginia, Washington, West Virginia, Wisconsin.

NOTE: In these states, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

#### Acceptance or Rejection of Terrorism Insurance Coverage

\_\_\_\_\_ **I HEREBY ELECT TO PURCHASE** coverage for Acts of Terrorism, as defined by the Act, for an addition premium of 3% or a minimum premium of \$1000.

\_\_\_\_\_ **I DECLINE** to purchase coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Applicant Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

Insurance Company: Scottsdale Insurance Company Policy Number: \_\_\_\_\_



**APPLICATION AND SUBMISSION WARRANTY**  
**STATEMENT OF NO KNOWN CLAIMS OR CIRCUMSTANCES**

Please complete all information on this form and return to Desiree Hernandez-Molina.

I hereby warrant and certify, as an authorized signatory of Grand Traverse County, that the statement and facts on the application(s) submitted to Virtue Risk Partners, whether or not such application was a Virtue Risk Partners application, and that the information submitted to Virtue Risk Partners in the supporting submission documents, are true, that the information is accurate, and that no material facts have been suppressed, omitted or missed. All written statements & materials furnished in conjunction with the application submitted are hereby incorporated by reference into that application and made a part thereof.

I also hereby warrant and certify, as an authorized signatory of Grand Traverse County, that we are not aware of any losses, accidents, circumstances, claims, pre-existing pollution conditions, or environmental contamination at any location that might lead to a CLAIM or LOSS if Insured under any Policy issued by Virtue Risk Partners, LLC.

The individual signing below represents that the answers provided in the previously submitted application and that the information submitted to Virtue Risk Partners is based on personal knowledge of a reasonable inquiry and investigation.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please print)

# Endorsement Data

Please review and advise if corrections are required prior to policy issuance.

**VP E 203 Additional Insured Schedule**

<b><u>ID</u></b>	<b><u>Additional Insured Schedule</u></b>	<b><u>Insurable Interest</u></b>
1	Grand Traverse County Road Commission	As required by written contract.

**VP E 219 Work and Services Exclusion(The Following are excluded)**

Excludes all work and services except for:

- Monitoring for two years after the dam is gone.
- Channel revisions and bank work.
- Placing large logs on bends in the river until the natural vegetation takes.

**VP CPL E 201 - CPL Defense Outside Limits**

**Aggregate**  
\$1,000,000



## Grand Traverse County Current Openings for Friday, February 01, 2019



Welcome to Grand Traverse County's Employment Opportunities page! We are excited to offer you the ability to apply online for job opportunities. Click on the job title you are interested in and then click on the 'Apply' link. Please be sure to complete each section of the Application, and include an explanation for any gaps in Employment. Scroll down on this page to begin.

Position ▼	Emp. Type ▲	Salary ▲	Closing Date ▲
<u>Community Corrections Officer - District...</u>	Regular Full Time	\$21.98 - \$27.50 Hourly	02/07/19
<u>Correctional Officer - Sheriff's Office</u>	Regular Full Time	\$18.65 - \$24.40 Hourly	Continuous
<u>Deputy: Road Patrol</u>	Regular Full Time	\$20.86 - \$27.20 Hourly	Continuous
<u>Medical Examiner Investigator - Part-Tim...</u>	On-Call/Irregular	Not Displayed	Continuous
<u>Personal Health Technician</u>	Regular Part Time	\$15.46 - \$19.34 Hourly	02/15/19
<u>Seasonal Law Enforcement Deputy/Marine D...</u>	On-Call/Irregular	\$11.07/Hour	Continuous
<u>Universal Aide</u>	Regular Full Time	\$12.83 - \$16.00 Hourly	

### CURRENT VACANCIES ON BOARDS AND COMMITTEES

**Commission on Aging Advisory Board** – 1 citizen vacancy for a three year term

The COA Board meets every other month and serves in an Advisory role to the Department Director and the Board of Commissioners to share knowledge and experience.

**Traverse Area District Library** – 1 citizen vacancy for the remainder of a four year term ending 12-31-19. Citizens in District 1, 4 or 5 only will be considered at this time. The TADL Board meets the 3<sup>rd</sup> Thursday of each month at 5:00 p.m.

(This position will be filled according to the approved selection policy recommended).

**Building Codes Board of Appeals** – 1 vacancy for the remainder of a four year term ending 12-31-20. The current vacancy was held by a registered building inspector and plan reviewer and similar qualifications are sought. The appeals board meets periodically when there is an appeal to be heard.

Applications may be filled out on-line at [www.grandtraverse.org](http://www.grandtraverse.org)