

1. 8:00 A.m. Packet

Documents:

[PACKET 2.20.19.PDF](#)

2. Public Comment

Documents:

[PUBLIC COMMENT 2.20.19.PDF](#)

3. Resolutions

Documents:

[FEB 28-35.PDF](#)

# GRAND TRAVERSE COUNTY BOARD OF COMMISSIONERS

Wednesday, February 20, 2019 @ 8:00 a.m.  
Governmental Center, 2<sup>nd</sup> Floor Commission Chambers  
400 Boardman, Traverse City, MI 49684

## General Meeting Policies:

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

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

## CALL TO ORDER:

1. OPENING CEREMONIES, EXERCISES, OR INVOCATION (Coffia)  
(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 February 6, 2019 (Regular Meeting) ..... 3
4. FIRST PUBLIC COMMENT

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

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

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

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

## 5. APPROVAL OF AGENDA

## 6. CONSENT CALENDAR:

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

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

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

a.	Receive:	
1)	Northwestern Regional Airport Commission minutes of December 18, 2018 .....	10
2)	Michigan Townships Association Minutes of February 7, 2019 .....	18
3)	Road Commission Monthly Report .....	19
b.	Approvals:	
1)	Minimum Wage change (Non contract) .....	20
2)	Michigan Paid Sick Leave Law / Personal Time Policy Update .....	23
3)	Land Information Access Association (LIAA) Contract .....	28
4)	January 2019 Claims Approval.....	36
5)	FY 2019 Budget Amendments.....	56
c.	Action:	
7.	SPECIAL ORDERS OF BUSINESS:	
8.	ITEMS REMOVED FROM CONSENT CALENDAR	
9.	DEPARTMENTAL ITEMS:	
a.	ADMINISTRATION:	
1)	Traverse Area District Library Board Selection Policy.....	61
b.	FINANCE:	
1)	Refunding Grand Traverse County Wastewater Treatment Bonds .....	65
c.	FACILITIES:	
1)	Commission Chambers Audio Upgrade .....	98
10.	OLD/UNFINISHED BUSINESS:	
a.	Invocation Policy – Request for Clarification (Coffia).....	120
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	
15.	CLOSED SESSION:	
16.	ADJOURNMENT	

GRAND TRAVERSE COUNTY  
BOARD OF COMMISSIONERS

Regular Meeting  
February 6, 2019

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

OPENING CEREMONIES, EXERCISES OR INVOCATION

An invocation was given by Pastor Brian Conover, East Bay Calvary Church, which was followed by the Pledge of Allegiance to the Flag of the United States of America.

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

EXCUSED: Gordie LaPointe

APPROVAL OF MINUTES

Minutes of January 9, 2019 Study Session  
Minutes of January 16, 2019 Regular Meeting  
Minutes of January 23, 2019 Study Session

Moved by Wheelock, seconded by Clous to approve the minutes above with a correction to the spelling of Dave Petrove's name in the January 9, 2019 minutes. Motion carried.

PUBLIC COMMENT

**John Despelder** made comments about keeping the Pavilions

**Carol Shuckra** opposed to the meeting time and Invocation Policy

**Ann Rogers** made comments about the Commissioners' meeting process

**Dave Petrove** opposed to the Invocation Policy

**Gretchen Iorio** opposed to the meeting time and Invocation Policy and in favor of keeping the Pavilions

**Brenda Rush** opposed to the meeting time and Invocation Policy and in favor of keeping the Pavilions

**Greg Kish** made comments about keeping the Pavilions

**Marc McKellar**, Road Commissioner, stated that a public meeting will be held on February 18<sup>th</sup> from 5:00 p.m. to 8:00 p.m at East Middle School regarding the East West Corridor analysis.

**Barb Willing** supports the new meeting time and Invocation Policy

**Matthew Schoech** spoke about the symbols for peace

#### APPROVAL OF AGENDA

Moved by Wheelock, seconded by Hundley to approve the agenda as presented. Motion carried.

#### CONSENT CALENDAR

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

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

#### A. RECEIVE AND FILE

1. Grand Traverse County Veterans Affairs Annual Report 2018 – *Removed from calendar*
2. Northwest Michigan Community Action Agency Minutes of December 13, 2018
3. Department of Health & Human Services Board (Pavilions) minutes of December 28, 2018 – *Removed from calendar*
4. County Election to Audit Principal Residence Exemptions
5. Correspondence from Shiomo Homnick regarding Pavilions – *Removed from calendar*

#### B. APPROVALS

1. Resolution 19-2019  
Veterans Affairs  
Intergovernmental Agreement  
Leelanau County Veterans Services
2. Resolution 20-2019  
86<sup>th</sup> District Court  
Memorandum of Understanding  
Drug & Sobriety Courts
3. Resolution 21-2019  
86<sup>th</sup> District Court  
Michigan Municipal Risk Management Authority (MMRMA)  
Risk Avoidance Program (RAP) Grant

4. Resolution 22-2019  
Hall of Justice  
KPrime Technologies  
Smiths Hi-Scan x-ray Machine
5. Work Development Board Members – Recommendation for Appointment  
*Removed from calendar*
6. Resolution 23-2019  
Resource Recovery  
2019 Hauler Licenses
7. Resolution 24-2019  
GIS  
Environmental Systems Research Institute (ESRI)  
GIS Software Maintenance/Support Renewal
8. Board Rules (February 6, 2019) – *Removed from calendar*

#### ACTION ON THE CONSENT CALENDAR

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

B-5	Page 118	By Jewett
A-5	Page 38	By Clous
B-8	Page 128	By Coffia
A-1	Page 19	By Hentschel
A-3	Page 33	By Hentschel

Moved by Wheelock, seconded by Jewett to approve the Consent Calendar minus A-1, A-3, A-5, B-5 and B8.

Roll Call Vote: Yes 6, Excused 1

#### SPECIAL ORDERS OF BUSINESS

1. **Rennie School Road Development Amended Brownfield Plan**  
Mac McClelland, Otwell Mawby gave a presentation on the Rennie School Road project.
  - a. **Public Hearing**  
Chairman Hentschel opened the public hearing at 9:03 a.m.

PUBLIC COMMENT

**Dave Petrove** spoke about the costs of the project and “Dark Stores”

**John Despelder** spoke about the proposed traffic light at Rennie School Rd/US 31 South.

**Marc McKellar** spoke about the successful cooperation on this project between the County, Blair Township, the Road Commission, and the private business.

There being no further discussion or correspondence, the public hearing was declared closed at 9:10 a.m.

**b. Resolution – Rennie School Road Redevelopment Brownfield Plan**

Resolution 25-2019

Brownfield Redevelopment Authority  
Rennie School Road Amended Brownfield Plan

Moved by Wheelock, seconded by Clous to approve Resolution 25-2019.  
Roll Call Vote: Yes 6, Excused 1

Commissioners took a break at 9:24 a.m.  
Commissioners returned to regular session at 9:29 a.m.

ITEMS REMOVED FROM CONSENT CALENDAR

**A-1 Grand Traverse Veterans Affairs Annual Report 2018**

Chairman Hentschel asked Mike Roof, Veterans Affairs Director, about the inclement weather policy for the Veterans Affairs office. Mr. Roof indicated that they would be following the County Inclement Weather policy in the future.

Moved by Coffia, seconded by Clous to Receive and File A-1, Grand Traverse Veterans Affairs Annual Report 2018. Motion carried.

**A-3 Department of Health & Human Services Board (Pavilions) minutes of December 28, 2018.**

Chairman Hentschel asked Noelle Moeggenberg, Prosecuting Attorney, if Commissioner LaPointe can attend a closed session of the DHHS board since he isn't a voting member. Mrs. Moeggenberg indicated that he should be allowed to attend the closed sessions.

Moved by Clous, seconded by Jewett to Receive and File A-3, Department of Health & Human Services Board (Pavilions) minutes of December 28, 2018. Motion carried.

**A-5 Correspondence from Shlomo Homnick regarding Pavilions**

Nate Alger, County Administrator, indicated that according to legal counsel the Pavilions could not be sold until completion of the bonds after 2030.

Moved by Wheelock, seconded by Coffia to affirm that the Pavilions is not and will not be for sale until the bonds are complete in 2030.

Commissioner Wheelock and Commissioner Coffia amended their motion to affirm that the Pavilions is currently not for sale.

Roll Call Vote: Yes 6, Excused 1

Moved by Coffia, seconded by Clous to Receive and File A-5, Correspondence from Shlomo Homnick regarding the Pavilions. Motion carried.

### **B-5 – Work Development Board Members – Recommendation for Appointment**

Chairman Hentschel requested that they take no action on this item until the next meeting so they can get an opinion from legal counsel regarding appointments to this board.

### **B-8 Board Rules (February 6, 2019)**

A typo was corrected in section 2.8.

#### Resolution 26-2019 Board Rules of Order

Moved by Coffia, seconded by Jewett to approve Resolution 26-2019. Motion carried.

### DEPARTMENT ACTION ITEMS

#### **a. Health Department/Animal Control**

- 1) Purchase of two (2) Animal Control Trucks & two (2) Kennel Boxes  
Dan Thorell, Environmental Health Director, and Jaime Croel, Animal Control Supervisor, explained the request for two vehicles and two kennel boxes.

Moved by Wheelock, seconded by Hundley to approve the purchase of two trucks and two kennel boxes.

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

Nay: Clous, Jewett, and Hentschel

Motion failed

Commissioner Jewett questioned the number of County vehicles in the parking lot at Lafranier Rd. Wendy Hirschenberger, Health Officer, explained that some of the County vehicles were from other County departments.

Moved by Wheelock, seconded by Coffia to approve the purchase of one truck and one kennel box.

Roll Call Vote: Yes 6, Excused 1

Commissioners requested Administration to provide an inventory of County owned vehicles and to create a vehicle replacement plan for departments to follow.

**b. Finance**

- 1) Pollution Liability Insurance for Boardman River Restoration Project  
Dean Bott, Finance Director, Chris Forsyth, Deputy County Administrator, and Marc McKellar, Road Commissioner, explained the requirement for liability insurance.

Moved by Coffia, seconded by Wheelock to Call the Question.

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

Nay: Clous

Resolution 27-2019

Boardman River Restoration Project  
Environmental Risk Managers of Michigan  
Pollution Liability Insurance

Moved by Wheelock, seconded by Hundley to approve Resolution 27-2019.

Roll Call Vote: Yes 6, Excused 1

Commissioners took a break at 11:03 a.m.

Commissioners returned to regular session at 11:08 a.m.

**c. Commission on Aging**

- 1) Purchase of Additional Truck for Home Chore  
Lana Payne, Program Director, and Cindy Kienlan, Commission on Aging Director, explained the Home Chore program and the request for a new vehicle.

Moved by Wheelock, seconded by Hundley to approve the Commission on Aging department to request bids for two ¾ ton, 4 wheel drive plow trucks with towing and plowing package.

Roll Call Vote: Yes 6, Excused 1

OLD/UNFINISHED BUSINESS

None

NEW BUSINESS

None

PUBLIC COMMENT

**Linda Pepper** opposed to new meeting start time and Invocation Policy. She also thanked the Animal Control office for their kindness and efficiency in helping her yesterday.

**Ann Rogers** stated that she appreciated all the work done by the County employees and she suggested that the Commissioners stop micro managing the departments.

**Dave Petrove** spoke about the east west mobility study costs and the load limits on the roads.

**Matthew Schoech** thanked Commissioner Wheelock for his experience on the County Board, and spoke about the Pavilions and the new start time.

**Katy Bean-Larson** opposed to new start time and supports keeping the Pavilions.

**COMMISSIONER/DEPARTMENT REPORTS**

Commissioners gave updates on the meetings and events they attended.

Nate Alger, County Administrator, indicated that Grand Traverse County and our Finance Director, Dean Bott, received the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the 2017 fiscal year end.

**NOTICES**

**Current Job Openings**

Chairman Hentschel directed the public to go to our website, [www.grandtraverse.org](http://www.grandtraverse.org), Human Resources Department, to get information on current job openings.

**February 20, 2019 – Regular Meeting**

**February 27, 2019 – Study Session**

**CLOSED SESSION**

None

Meeting adjourned at 11:50 a.m.

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

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

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

NORTHWESTERN REGIONAL AIRPORT COMMISSION  
CHERRY CAPITAL AIRPORT  
REGULAR MEETING  
**MINUTES**  
December 18, 2018  
3:00 P.M.

A. Pledge of Allegiance

B. Roll Call:

Present	Chairman	Doug DeYoung
	Commissioners	Dan Ahrns, Mike Coco, Lee Foerster, Bob Johnson, Tom Kern, Debra Rushton
	Secretary	Kevin Klein
	Counsel	Karrie Zeits
	Others	Dan Sal, Luanne Zak, Heather Sexton, Mark Holston, Dr. David Steffey, Chief Tuller

Absent	None
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The Chairman called the meeting to order at 3:00 p.m. The Secretary called the roll and advised the Chairman a quorum was present.

C. Review and Approval of the Agenda:

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

D. Public Comment: None

E. Reading and Approving Previous Meeting Minutes:

1. The regular meeting minutes of November 20, 2018 were reviewed by the Commission.

It was moved by Commissioner Kern and supported by Commissioner Foerster to approve the minutes as presented. MOTION PASSED.

F. Reading of Communications:

1. The MDOT Passenger Statistics Report for November 2018 was received and filed.
2. Airport Director Klein presented Commissioner Johnson with an aerial photo of the airport in appreciation of his years of service to the Northwestern Regional Airport Commission.
3. Chairman DeYoung presented a life-saving award from the NRAC and Traverse City Fire Department to Mark Holston for his efforts in coming to the aid of Dr.

David Steffey. Dr. Steffey thanked all those involved in helping him. Chief Tuller thanked Mr. Holston for his efforts that day and commended all of the other people involved in the incident response that day.

4. A letter to Grand Traverse County Administrator, Nate Alger, was received and filed.
5. A letter to Leelanau County Administrator, Chet Janik, was received and filed.

G. Reports of Standing Committees:

1. Commissioner Kern gave a report of the Finance Committee meeting of November 30, 2018.

The committee reviewed and discussed the budget study through October. Operating revenues are exceeding operating expenses and the budget appears to be on track to end in a positive year overall for operations.

The committee reviewed and discussed the proposed Capitalization Policy. The committee recommends approval of the Capitalization Policy as presented effective January 1, 2018.

The committee discussed the airport's unfunded liability in the Municipal Employees' Retirement System (MERS). The 2017 actuarial report provided by MERS indicates an unfunded liability of approximately \$495,000. The plan was 93% funded at the time of the report. Negative investment performance through the third quarter and additional retirees will increase the unfunded liability for 2018.

The committee recommends sending MERS \$200,000 from cash reserves in 2018 to pay toward the unfunded liability.

Airport Director Klein updated the committee on negotiations with Neva Stanley.

During the Runway 10 project stump removal, Ms. Stanley's mobile home, awning and driveway were damaged. A settlement per the avigation easement has been reached with Ms. Stanley for an estimated \$19,500. \$14,000 will be paid by Wonsey Tree Service for damage repair. The balance will be paid by the NRAC with PFC funds for additional mitigation.

The committee reviewed and discussed the proposed 2019 budget. Items addressed by the Personnel Committee have been included in the budget.

The committee recommends approval of the 2019 budget by the Airport Commission.

It was moved by Commissioner Ahrns and supported by Commissioner Foerster to accept the report of the Finance Committee. MOTION PASSED.

It was moved by Commissioner Ahrns and supported by Commissioner Coco to approve the Capitalization Policy as presented effective January 1, 2018. MOTION PASSED.

It was moved by Commissioner Ahrns and supported by Commissioner Rushton to send \$200,000 from cash reserves to MERS in 2018 to pay toward the unfunded liability. MOTION PASSED.

It was moved by Commissioner Ahrns and supported by Commissioner Rushton to approve the 2019 budget as presented. MOTION PASSED.

H. Reports of Special Committees:

1. Commissioner Rushton gave a report of the Personnel Committee meeting of November 30, 2018.

The committee discussed the 2019 wages of the administrative staff. The Airport Director presented to the committee an estimated calculation of cost of living of 2.6%. The bargaining unit is scheduled to receive 2.5%.

The committee recommends increasing wages by 2.5% for 2019 for all administrative staff excluding the Airport Director.

It was moved by Commissioner Kern and supported by Commissioner Johnson to accept the report of the Personnel Committee.

2. Commissioner Ahrns gave a report of the Building and Grounds Committee meeting of December 6, 2018.

The committee reviewed the request by the City of Traverse City for sidewalk infrastructure.

Marty Colburn, City Manager, reviewed the City's request letter and an exhibit showing proposed sidewalks in the City, including Garfield Avenue over or adjacent to the airport. The City is requesting a partnership with the airport supporting \$144,000 for sidewalk improvements along both sides of Garfield Avenue.

Airport Director Klein informed the committee that the FAA would not allow airport revenue to be used for a sidewalk project with minimal direct benefit to air transportation.

Attorney Zeits indicated that direct payment for the sidewalk is not allowed under revenue diversion rules.

Airport Director Klein commented that it might be possible for the City to offset the cost of the sidewalk with funds paid for an aviation easement that the airport needs from the City.

Airport Director Klein and the committee asked Mr. Colburn questions about if the sidewalk would be wholly located in the right of way and could it be a path instead of a sidewalk. Mr. Colburn confirmed to the committee that maintenance and snow removal would be the City's responsibility.

Airport Director Klein indicated that a Runway Protection Zone (RPZ) study would need to be performed to determine whether this would be a compatible use in the RPZ, which may raise issues with respect to the current location of Garfield Avenue. The City asked to use the RPZ study of Runway 10 and update it with Prein & Newhof.

Commissioner Ahrns asked about doing this for South Airport Road, too. Airport Director Klein did not recommend at this time as it would delay the process.

Airport Director Klein identified several issues with the City transfer of the airport to the two counties and discussed with the FAA as part of the Exhibit A process:

- 80 acre parcel was purchased with grant funds but only 40 acres were transferred to the airport
  - nothing in agreement regarding severing the parcel
  - no release was obtained from the FAA
- No sponsorship transfer agreement – bound by grant assurances; still applicable:
  - 20 years or useful life, but

No limit on the duration of the assurance against exclusive rights or the terms, conditions, and assurances with respect to real property acquired with Federal funds.

- b. For land purchased for airport purposes (other than noise compatibility) under grant before, on or after December 30, 1987, it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value. That portion of the proceeds of such disposition, which is proportionate to the United States' share of the cost of acquisition of such land will be paid to the Secretary for deposit in the Trust Fund.

- c. Disposition of such land under a. and b. above will be subject to the retention or reservation on any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with the operation of the airport.
- Airport needs to acquire an aviation easement over cemetery – compatible land use grant assurance.
- City drainage pond – no easement; and creates a wildlife hazard.
- Blanket utility easement – FAA has raised a concern about this. Not conveyed for FMV at the time of transfer. Not in standard form that would have been approved by the FAA. Future right to easements also a concern. Utility easements should be determined and described. Value of easements serving other than on-airport uses should be determined.
- Reverter – the reverter clause in the quit claim deed is an issue. Because of the grant assurances and various conveyancing documents, the airport is either being used for airport purposes or it is not. If it is not, first FAA approval is required and second, these documents require FMV be paid for them and that the funds be returned to the Airport or the FAA to be utilized for airport operations. The purpose of the reverter, as we understand it, was to assure that the land would be used for an airport consistent with all of the conveyances and grant assurances that the City entered into. This is already assured by all of these documents, a process is in place for release as well as what happens to the revenue if the land is not used for airport purposes. There is no need for or benefit to the City to retain this reverter other than if the City wants to be in the airport business.
- The actual transfer of the Airport was never approved by the FAA.
- Existing aviation easements were not transferred with the airport property.

Airport Director Klein expressed concerns that a partnership needs to be both directions. Past issues with taxes, the land division act, zoning and utility easements have been challenging. Airport Director Klein expressed a willingness to work with the City to resolve the outstanding issues and accomplish the City's sidewalk goals.

The City requested correspondence outlining the various issues that need to be addressed as part of the Exhibit A process.

The committee recommends partnering with the City on the sidewalk project while solving the issues with the Exhibit A process.

Airport Director Klein reviewed information about potential solar projects at TVC. The committee discussed projects at MSP, Tallahassee and Michigan State

University. Commissioner DeYoung talked about partnering with the City and others. Mr. Colburn discussed Traverse City's goals for solar by 2020.

The committee recommends the airport conduct a study for a master plan for a long-term sustainability partnership program.

Mr. Colburn thanked the committee for the meeting and for the EDC support. Also as the EDC evolves to and EDO, Mr. Colburn looks for the continued involvement of the airport.

It was moved by Commissioner Kern and supported by Commissioner Rushton to accept the report of the Building and Grounds Committee. MOTION PASSED.

Chairman DeYoung indicated there will be a meeting on solar with several parties on January 25.

I. Unfinished Business: None

J. New Business:

1. Mead & Hunt advertised for bids on the NRAC's behalf for a multi-tasking piece of snow removal equipment. Bids were due to Mead & Hunt by December 13, 2018.

Bids were received as follows:

M – B, Company	\$699,210.45
Industrial Marketing, Inc.	\$800,701.00
Wausau Equipment Co., Inc.	\$690,744.00

The engineer's estimate was \$696,000.00. Mead & Hunt recommends that a contract for snow removal equipment – multi tasking equipment be awarded to Wausau Equipment Company, Inc. contingent upon final bid review per FAA Advisory Circular 150/5220-20 and review of Buy American Requirements as bid.

Based upon recommendation of the Airport Director and Mead & Hunt, it was moved by Commissioner Kern and supported by Commissioner Ahrns to award the contract for multi-tasking snow removal equipment to Wausau Equipment Company, Inc. in the amount of \$690,744.00; subject to review and approval by Airport Director and Airport Counsel. This piece of snow removal equipment is to be paid with PFC (Passenger Facility Charge) funds. MOTION PASSED.

2. At the September 25, 2018 meeting, the NRAC approved a proposal from Mead & Hunt to provide design engineering services for the replacement of the current CTX 5500 baggage screening machine with new 80DR units (recapitalization).

Mead & Hunt's proposal was forwarded to the TSA for review and approval. The TSA has accepted the Mead & Hunt proposal in the amount of \$218,535.81.

The TSA would like to enter into an agreement with the NRAC for implementation of the Mead & Hunt proposal. Payment will be made by the NRAC with reimbursement from the TSA.

Based upon recommendation of the Airport Director, it was moved by Commissioner Kern and supported by Commissioner Johnson to approve the agreement with the TSA for design engineering associated with the recapitalization project for Cherry Capital Airport in the amount of \$218,535.81.  
MOTION PASSED.

K. Reports of the Airport Director:

1. The Airport Director reviewed the Activity Report for the Commission.

Airport Director Klein noted that United Airlines would be announcing summer service to Washington Dulles. It will be Saturday only service on an Embraer 145 (50 seats).

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

L. Public Comment: None

M. Commissioner Comment:

Commissioner Kern asked Airport Director Klein if there is a spirit of cooperation after meeting with the City. Airport Director Klein responded that he believes the City Manager and City Attorney want to resolve outstanding property issues, but staff continues to be difficult. Many of today's issues were addressed in letters to city staff back in the 90's.

Commissioner DeYoung reminded everyone that there is zero tolerance for marijuana on airport property since we receive federal funding. As the City works on new regulations, they need to understand marijuana facilities would not be allowed on airport property.

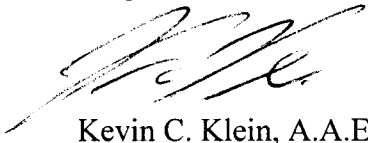
Commissioner Foerster inquired if there has been any interest in the other property parcels near Costco. Airport Director Klein indicated that there have been several inquiries, but nothing definite yet.

Airport Director Klein noted that he has a meeting schedule with Elite Airways based out of Melbourne, Florida on January 15. Elite Airways also operates in Sarasota. Elite's model of operation is similar to Allegiant.

N. Adjournment:

There being no further business to come before the Commission, the Chairman adjourned the meeting at 4:30 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'K. Klein', is written over a horizontal line.

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

MICHIGAN TOWNSHIPS ASSOCIATION

GRAND TRAVERSE COUNTY CHAPTER

02/07/19

The February 7, 2019 meeting of the Grand Traverse County Chapter of the Michigan Townships Association met at noon at the Elk's Lodge, 625 Bay Street, Traverse City, Michigan.

Chairman Chuck Korn called the meeting to order and introduced today's speakers, Warren Call and Jessica Sullivan from the G.T. County Economic Development Corporation.

A.) ELECTION OF CHAPTER OFFICIALS

PRESIDENT	CHUCK KORN
VICE-PRESIDENT	ROB LAJKO
SECRETARY	LYNETTE WOLFGANG
TREASURER	JEANE BLOOD LAW
TRUSTEE	CARL KUCERA
TRUSTEE	DAVE BIEGANOWSKI

B.) APPROVAL OF MINUTES – There being no corrections, the minutes are approved.

C.) TREASURER'S REPORT

The Treasurer reported that the current balance is \$1,900.39.

D.) REPORTS

1. Networks Northwest - Matt McCauley spoke regarding economic development.
2. Grand Traverse County DPW - Chuck Korn reported that everything is flowing the way it should be.
3. Grand Traverse County Sheriff – Tom Bensley reported on staffing and facility issues. He stated it is very busy on the crime front right now.
4. District 8 Representative – Radtke reported on the legislation introduced in the first nine days of the new session. He also reported on the Capitol Conference and the Annual Conference.
5. Grand Traverse County Road Commission – Bill Mouser reported on the East/West Mobility Study.

There was no public comment.

E.) The door prize went to Trish Mehney.

ADJOURNMENT – 12:57 PM

Lynette Wolfgang, Secretary



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

**TO:** Chair – Board of Commissioners  
**FROM:** Jason Gillman, Chair  
**DATE:** February 11, 2019  
**SUBJECT:** **REPORT FOR THE FEBRUARY 20, 2019 MEETING  
AT 8:00 A.M. IN THE COMMISSION CHAMBERS  
400 BOARDMAN AVENUE, TRAVERSE CITY**

**cc:** Board of County Road Commissioners

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

1. **Boardman River Restoration Presentation** - CRA and OEM provided the Board with a review of the river restoration associated with the dam removals at their January 24, 2019 meeting.
2. **East-West Corridor Consultant** –The LAG and Stakeholder Groups reconvened to finalize documents for the February 18, 2019 public meeting. This meeting will be held at the East Junior High Cafeteria between 5 and 8 PM in an open-house format.
3. **HRP Consultants** – Second and final interviews were concluded on January 30, 2019. Brad Kluczynski was selected as the new manager. Mr. Kluczynski will report for work on February 18, 2019. We welcome him to our Road Commission family from the Village of Elk Rapids.
4. **Facility Asset Management Plan** - Staff received Board input to develop a Facility Asset Management Plan.
5. **Change in Banking** - The Board approved reallocating current savings account balance to Michigan CLASS. Other banking functions are also being evaluated.



## Action Request

<b>Meeting Date:</b>	February 6, 2019		
<b>Department:</b>	Human Resources	<b>Submitted By:</b>	Donna Kinsey
<b>Contact E-Mail:</b>	dkinsey@grandtravers.org	<b>Contact Telephone:</b>	231 922-4577
<b>Agenda Item Title:</b>	Minimum wage increase		
<b>Estimated Time:</b>	10 <small>(in minutes)</small>	<b>Laptop Presentation:</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No

### Summary of Request:

Michigan minimum wage laws apply to employers who employ two or more employees over the age of 16 at the same time within a calendar year. The minimum wage currently stands at \$9.25 per hour, however it will move to \$9.45 per hour the end of March. According to our Non-Contract Hourly wage scale we are paying Training 1 new employees for 2019 \$9.32 an hour. This needs to be raised to \$9.45 per hour according to state law which is an increase of 13 cents.

### Suggested Motion:

Please approve updated wage scale per new minimum wage.

### Financial Information:

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

### Attachments:

Attachment Titles:

Non-contract Hourly

	<b>Non-Contract Hourly</b>							
	Effective 01/01/2019		3% Increa	over 2018				
	Training 1	Training 2	1	2	3	4	5	6
AA	9.32	10.02	10.77	11.28	11.78	12.32	12.89	13.47
A	9.96	10.69	11.55	12.06	12.63	13.19	13.81	14.43
B	10.66	11.51	12.34	12.91	13.49	14.10	14.76	15.45
C	11.40	12.29	13.21	13.84	14.47	15.09	15.78	16.48
D	12.18	13.14	14.12	14.77	15.46	16.17	16.88	17.65
E	13.07	14.06	15.12	15.82	16.49	17.31	18.06	18.87
F	13.99	15.05	16.20	16.90	17.66	18.53	19.33	20.22
G	15.41	16.52	17.79	18.62	19.49	20.32	21.28	22.25
G1*	17.67	19.04	20.49	21.39	22.36	23.40	24.44	25.62
H	17.67	19.04	20.49	21.39	22.36	23.40	24.44	25.62

RESOLUTION

**XX-2019**

**Non-Contract Hourly Wage Scale**

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on February 20, 2019, reviewed the request to update the Non-Contract Hourly wage scale for Grand Traverse County; and,

WHEREAS, The Michigan minimum wage increases from \$9.25 per hour to \$9.45 per hour on March 31, 2019; and,

WHEREAS, The Non-Contract Hourly Wage Scale needs to be updated to reflect Step Training 1, Grade AA New Employees will be updated to \$9.45 per hour, which is a \$0.13 increase.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS THAT Grand Traverse County approves the recommendation update the Non-Contract Hourly Wage Scale.

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 20, 2019



## Action Request

Meeting Date:	February 20, 2019		
Department:	Human Resources	Submitted By:	Donna Kinsey
Contact E-Mail:	dkinsey@grandtraverse.org	Contact Telephone:	231 922-4577
Agenda Item Title:	Michigan Paid Sick Leave Law		
Estimated Time:	5	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No
	(in minutes)		

### Summary of Request:

The recently passed Michigan Paid Sick Leave Law goes into effect on March 31. The law specifies employees would accrue 1 hour of paid sick leave for every 35 hours worked, up to 40 hours per year. Allows employer to limit accrual to 1 hour per week. An employer is not required to allow an eligible employee to use more than 40 hours of paid sick leave in a single benefit year or to carry over more than 40 hours of time from one benefit year to another. Time begins to accrue on the effective date or date of hire, but the employer may allow new employees to wait 90 days before using their time. Our current policy does not allow employees to begin using their personal time until six months of employment. Therefore to be compliant with the new law we will need to move up the employees' eligibility to 90 days. Our personal time policy satisfies the new law except for the time eligibility requirement.

### Suggested Motion:

### Financial Information:

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

### Attachments:

Attachment Titles:



## Paid Time off Policy

### PURPOSE

Grand Traverse County recognizes that a good balance between work and life is important. That is why employees are provided with annual vacation time and personal days to use in any way they choose. Employees are also eligible for company-paid holidays each year.

This policy describes details of paid time off, including eligibility, hours, vacation accrual, taking time off, and carrying over time. Grand Traverse County complies with all applicable state and local requirements regarding sick leave, including, but not limited to, Michigan's Paid Medical Leave Act.

Vacation days are not earned during any leaves of absence. If you are on a leave of absence the first day of a month, vacation will not accrue for that month. If you return to work on the first of the month, you will resume earning vacation on that day.

### POLICY & PROCEDURE

#### Bereavement Leave

Each regular full-time employee of the County shall be allowed bereavement leave, not to be deducted from any other leave time, for a death in the immediate family providing he or she attends the funeral. Such leave may be granted from the day of death through the date of the funeral, not to exceed three days. For the purpose of this section an immediate family member shall be deemed to be the current spouse, children, brother, sister, parent, parent-in-law, grandparents, grandchildren, or a member of the employee's immediate household. Additional leave may be granted without pay or charged to personal or vacation leave.

Time off shall also be granted for the death of current sister/brother-in-law, step mother/father, step sister/brother, step children, with time off charged against any accumulated leave time. For out of state funerals employees shall be permitted to take up to two additional days leave of absence without pay or, at the option of the employee, to use accumulated leave time. Time off for bereavement leave will not count as hours worked for the purpose of overtime.

#### Holidays

The County recognizes the following paid holidays for all regular full-time and regular part-time (on a pro-rated basis) non-contract employees:

New Year's Day	Independence Day	Day after Thanksgiving
President's Day	Labor Day	Christmas Eve Day
Good Friday	Veteran's Day	Christmas Day
Memorial Day	Thanksgiving Day	New Year's Eve Day
Floating Holiday		

When a holiday falls on Sunday, the following day shall be the recognized holiday. When a holiday falls on Saturday, the preceding day shall be the recognized holiday.

If one of the above holidays falls during a period when an employee is on authorized paid leave, the holiday shall be counted as a holiday off and shall not be deducted from the employee's leave accumulation.

To be eligible for holiday pay an employee must have worked in full their regularly scheduled straight time work day prior to the holiday and the regularly scheduled straight time work day subsequent to the holiday (or be on authorized paid leave).

Regular employees covered under FLSA who are scheduled and required to work on a paid holiday shall receive holiday pay plus his/her regular day's pay for a day worked. When called in to work on a paid holiday the employee shall receive time and one half plus holiday pay for hours worked.

The Floating Holiday shall be credited to the employee as of January 1st, in the first pay period of the calendar year. Employees who are hired on or after October 1st shall not be granted the floating holiday. Such holidays shall not accrue from year to year, or be paid out for any reason.

### **Jury Duty/Subpoena**

Leave with full pay may be authorized in order that employees may serve required jury duty or testify pursuant to a subpoena, provided that such leave is reported in advance to the department head, that the duty falls during their regular work schedule, and that court fees (less mileage) obtained as a witness or juror are turned over to the County Treasurer. Employees are expected to return to work after being excused from service.

### **Personal Leave**

Each regular full-time employee and regular part-time employee (on a pro-rated basis) shall be granted eight (8) days of personal leave each year. New hires shall receive an initial pro-rated amount of leave upon completion of ninety days of continuous employment with Grand Traverse County.

This leave may be used for the employee's personal health needs, a family member's health needs, for purposes arising out of domestic violence or sexual assault, or during closure of the employee's primary worksite by order of a public official due to a public health emergency. Twenty-four hours' notice and prior approval by the supervisor is required for general absences, and at least one hour's notice prior to the beginning of the shift is required for illness, unless the employee can show in writing why prior notification was impossible. Time must be used in ½ hour increments. When the absence is for sickness (regardless of which, if any, leave bank is charged), the employer reserves the right to request a doctor's certification. Claim for payment must be submitted on a form provided by the Employer.

Any balance left, up to a maximum of five days (pro-rated for part-time employees), following the last full pay period paid in November shall be paid at the employee's prevailing hourly rate in a separate check on the first pay date in December.

Employees who leave employment mid-year shall be paid for any balance, up to a maximum of five days (pro-rated for part-time employees), on their final paycheck.

Those employees who are hired prior to December 1, 1988, and who selected Plan A on the "Employee Election of Sick Conversion/Payment Plan" prior to November 30, 1988, shall have the

balance of the eight days each year converted to their frozen Sick Leave Bank, up to a maximum of 120 days.

## **Vacation Leave**

Each regular full-time and regular part-time (on a prorated basis) employee shall earn vacation leave credit according to the following schedule. Employees accrue vacation leave during their first six months of employment, however it cannot be taken until completing six months.

<b>Years of Service</b>	<b>Days per Year</b>	<b>Hours Accrued Bi-weekly</b>	
		(75 hours)	(80 hours)
Less than 3	10	2.884	3.076
3 but less than 5	12	3.461	3.692
5 but less than 10	15	4.326	4.615
10 but less than 15	17	4.9	5.23
15 but less than 25	20	5.769	6.153
25 or more	25	7.211	7.692

Vacation leave will be credited biweekly to the employee's "bank" up to a maximum carry-over of 20 days on the employee's service date. The maximum amount of vacation hours you accrue is determined by your rate of accrual. Once that maximum is reached, further accruals will cease until the vacation hours are taken and fall below the maximum allowed.

Department heads shall determine the suitable time at which vacation may be taken, considering both the efficiency of the operation of the department concerned and the wishes of the employee.

Vacation leave taken may not exceed the total amount of vacation leave accrued as of that date. Employees leaving the County in good standing shall be compensated for vacation leave accrued to the date of separation within the limits set forth above. This will be paid on the employee's final paycheck. The County retains the discretion to deny vacation payout in the case of involuntary termination.

Leave benefits may differ for employees who are members of recognized unions, organizations, or associations.

Note: This policy may differ for those employees who are members of recognized unions, organizations, or associations. Any questions related to the content of this policy, or its interpretation, should be directed to Human Resources. This policy is in no way affiliated with Michigan Mandatory Paid Sick Leave (Public Act 369).

R E S O L U T I O N

**XX-2019**

**Approval of the Personal Time Policy Update**

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on February 20, 2019, reviewed the request to update the Personal Time Policy for Grand Traverse County; and,

WHEREAS, The Michigan Paid Sick Leave Law goes into effect on March 31, 2019; and,

WHEREAS, The Personal Time Policy will be updated to reflect employees' eligibility to use their accrued paid sick leave after 90 days of employment.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS THAT Grand Traverse County approves the Grand Traverse County Personal Time Policy attached hereto and hereby becoming a part of this resolution.

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

APPROVED: February 20, 2019



## Action Request

Meeting Date:	February 12, 2019		
Department:	County Administration	Submitted By:	Nate Alger
Contact E-Mail:	nalger@grandtraverse.org	Contact Telephone:	922-4780
Agenda Item Title:	Contract - Land Information Access Association (LIAA)		
Estimated Time:	<input type="text"/>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No
	(in minutes)		

### Summary of Request:

The County contracts with Land Information Access Association (LIAA) for video recording, cablecasting and web streaming of meetings of the Board of Commissioners and designated boards and commissions.

Contract is for one year, beginning January 1, 2019 and ending December 31, 2019, with the option to renew for up to 2 consecutive 1 year terms.

### Suggested Motion:

Approve contract agreement with LIAA.

### Financial Information:

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

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

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

### Attachments:

Attachment Titles:

**CONTRACT BETWEEN GRAND TRAVERSE COUNTY  
AND  
LAND INFORMATION ACCESS ASSOCIATION**

**AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Grand Traverse County, a Michigan municipal corporation ("the County"), of 400 Boardman Avenue, Traverse City, MI, 49684 and Land Information Access Association ("LIAA"), a Michigan nonprofit corporation, of 324 Munson Avenue, Traverse City, Michigan, 49686 who agree as follows:

**RECITALS**

1. The County desires to have video recordings made of the meetings of the Board of Commissioners and other boards and commissions.
2. The County wishes to have the video recordings of its boards and commissions cablecast on government access television, known as Government TV (Charter Cable Channel 191).
3. Through contractual obligations with the City of Traverse City, Garfield Charter Township, East Bay Charter Township, and Elmwood Charter Township (collectively, "Participating Municipalities"), LIAA is responsible for the operation of government access television, known as Government TV (Charter Cable Channel 191) as well as public access television, known as UpNorth TV (Charter Cable Channel 189).
4. The Participating Municipalities contribute a portion of the franchise payments they receive from Charter Communications to cover operating costs of both Government TV and UpNorth TV.
5. The Participating Municipalities have formed a government access television advisory committee to provide direction to LIAA in operating Government TV. This advisory committee has directed LIAA to extend an invitation to other local units of government within the viewing region to cablecast their official meetings on Government TV in exchange for a contribution of funds toward the operation of Government TV and UpNorth TV.
6. The County agrees to contribute funds as outlined in Section 5 for the cablecast of regularly scheduled meetings of its boards, committees or commissions. The funds will be used to support the operation of Government TV and Up North TV.
7. The County may elect web-based archiving and playback services for the meetings that are recorded for cablecast. The County will contribute funds in support of the archiving and playback services based on the total number of boards, committees and commissions the County selects for this service.
8. The County may select "other video content" that is of interest to the County for web-based archiving and playback services. This includes any video content not specifically generated by a County board, commission or committee. The "other video content" will be limited to a total of 45 GBs of digital storage space and the entire block of content will be treated and counted as though it were a single commission or committee for archiving, playback and contribution purposes.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

**SECTION 1. SCOPE OF SERVICES.** In exchange for the funding provided by the County to LIAA (See SECTION 5), pursuant to this Agreement, LIAA shall provide the following services:

- A. ASSIST WITH SCHEDULING THE NECESSARY VIDEOGRAPHERS.** At the County's discretion, and with at least one month of advanced notification, LIAA will make the arrangements with contractors to assure that a properly trained videographer is available to record the governmental meetings covered by this agreement. The videographer fees are charged to the County on an hourly basis and are not included in the funding structure outlined in Section 5. Videographers are compensated \$20 - \$25 per hour, depending on experience. One half hour (0.5 hours) will be added to the actual time for each meeting to account for setup, breakdown and managing video content. Regardless of actual length, each meeting will be charged for a minimum of 2 hours. LIAA will provide monthly invoices to the County reflecting actual videographer fees for the prior time period, which are due upon receipt.
- B. PROVIDE FOR VIDEO TRANSFER AND DIGITAL ENCODING.** For each meeting, LIAA will obtain the digital video data prepared by the videographer and encode each video record for cablecasting.
- C. CABLECAST OF MEETINGS FOR EACH BOARD OR COMMISSION.** LIAA will cablecast the meetings for each Board or Commission identified by the County under this agreement on Government TV.
- D. SCHEDULE CABLECAST OF LIVE AND RECORDED MEETINGS.** Consistent with the *Policies of the Operation of Government Access Cable Television Channel 191*, LIAA will schedule the cablecast of each County meeting. Whenever possible and appropriate, these meetings will be cablecast as they occur (i.e., "live"), as described in the *Policies of the Operation of Government Access Cable Television Channel 191*.
- E. CABLECAST VIDEO RECORDINGS THREE TIMES.** Provided that the County informs LIAA of all meeting times and dates at least one month in advance, and consistent with the *Policies of the Operation of Government Access Cable Television Channel 191*, LIAA will cablecast each designated County government meeting at least three times.
- F. PUBLISH A SCHEDULE.** The County shall provide LIAA with the names and schedules of meetings of all boards, committees and commissions it has selected to be included at the start of this agreement. LIAA will develop and publish a schedule on the Government TV website of County meetings to be cablecast on Government TV under this agreement at least once per month. Further, if the County properly notifies LIAA of the changes, the schedule of meetings shall be updated for any changed meeting times.
- G. MEETING CANCELLATIONS.** Scheduled meetings that are cancelled by the County prior to the meeting will not be counted as a meeting provided that the County gives LIAA at least 24 hours of advanced notice. If notice is less than 24 hours, the County *may* be charged as though the meeting occurred, including the videographer costs.
- H. WEBSTREAMING.** LIAA will provide web-based playback services for the videos of each meeting that is recoded and cablecast for the County. LIAA will retain the digital videos in the playback service for a period of two years from the date of the meeting. Note that this does not constitute an archive for the purposes of the Freedom of Information Act (FOIA). If the County

elects, LIAA will provide web-based playback services for “other video content” for up to 45 GB of digital video data. LIAA will retain these digital video records in the web playback service for two years from the date of first publication.

- I. **PROVIDE FOR INDEXING AND SEARCHING.** LIAA will provide the capability for the County to create index time points for each video commensurate with items in the meeting agenda. The County will be responsible for creating the index points and uploading supporting documents in specified formats to the UpNorth Media Center website. LIAA will provide search capability for the meeting agenda and minutes if properly formatted.
- J. **INCLUDE INTERESTS OF THE COUNTY IN UP NORTH TV PRODUCTIONS.** At the discretion of LIAA and the County, LIAA will include the interests and concerns of County government in the development and completion of video productions for the Public Access Television Station *UpNorth TV*, as appropriate.

**SECTION 2. COPYRIGHT AND OWNERSHIP.** LIAA shall own the copyright of any programs that LIAA produces. The County shall own the copyright of any programs produced by or on behalf of the County.

**SECTION 3. INDEPENDENT CONTRACTOR.** It is understood and agreed that each party shall be considered an independent contractor and not an agent or employee of the other. No agents or employees of either party may be considered an agent or employee of the other party. Each party shall remain responsible for any claims arising out of their own acts or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase any party's liability for, or immunity from, tort claims. If, in the performance of this Agreement, any third persons are employed by LIAA, such persons shall be entirely and exclusively under the control, direction and supervision of LIAA. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by LIAA and the County shall have no right or authority over such persons or terms of employment.

**SECTION 4. ASSIGNMENT AND SUBLETTING.** Neither this Agreement nor any interest herein shall be assigned or transferred by LIAA, except as expressly authorized in writing by the County.

**SECTION 5. FUNDING AND OTHER RESOURCES.** The County agrees to make the following funds and resources available to LIAA. All services must be used during the term during which they are applied; services may not be carried forward into subsequent terms. These services do not include any costs for videographers, which are outlined separately in Section 1A.

- A. Basic Meeting Services: For each board, committee, commission or other entity with regularly scheduled meetings that the County wishes to include in the cablecast agreement, the County shall contribute \$1,000 to LIAA for cablecasting up to 15 meetings during the term of the Agreement.
- B. Additional Meeting Services: If any board, committee or commission holds meetings in excess of the 15 meetings during the term of the Agreement, the County may choose to cablecast additional meetings for an additional cost:
  - i. The County may purchase each additional meeting separately at a cost of \$85 per meeting.
  - ii. The County may purchase an additional block of 15 meetings at a cost of \$1,000. The additional block of meetings may be applied to *any* of the County's Commission, Board,

or other meetings that have already been paid for under the Basic Meeting Services and that have exceeded the 15 meeting threshold.

- iii. The options for Additional Meeting Services are not mutually exclusive.
- iv. All Additional Meeting Services must be paid for prior to the cablecasting of any such meetings.

C. Webcasting Services: At the County's option, meetings can be made available for web-based viewing for a term up to two (2) years. If the County designates five (5) or fewer boards, committees or commissions, the County shall provide LIAA \$500 per year for web-based playback services for each (regardless of the number of meetings). If the County designates six (6) or more boards, committees or commissions, the contributions to LIAA shall be \$400 each. The County will also contribute funds for web-based playback services of "other video content" not generated by commission or committee meetings. The "other video content" will be treated like and counted as a single commission or committee and is limited to 45 GB in total digital content.

**SECTION 6. RECEIPT OF APPROVED FUNDING.** The County shall make payment for one year of Basic Meeting Services and Webcasting Services for all Commissions, Boards or other entities to be covered by this agreement within 60 days of the start of this agreement. If, at any point, the County determines it would like Additional Meeting Services within the year, it shall provide additional payment to LIAA prior to the date of such services.

**SECTION 7. TERM OF AGREEMENT.** This Agreement shall be for one (1) year commencing on the January 1, 2019 and ending on December 31, 2019. This Agreement is renewable for up to two (2) consecutive additional one (1) year terms so long as payment for the subsequent term is received prior to the end of an existing term. If the policy governing the operations of GovernmentTV is updated, LIAA reserves the right to make adjustments to the terms of this agreement in any subsequent term by providing 30 days advance written notice to the County before the start of the term during which the changes would be applied.

**SECTION 8. TERMINATION OF AGREEMENT.**

- A. If the County determines that LIAA has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the County may terminate or suspend this Agreement in whole or in part following a written notice of forty five (45) days or longer.
- B. If because of Force Majeure either party is unable to carry out any of its obligations under this agreement, other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement, and if such party promptly gives to the other party concerned written notice of such Force Majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such Force Majeure and during its continuance, provided the effect of such Force Majeure is eliminated insofar as possible with all reasonable dispatch. For the purposes of this Agreement, "Force Majeure" indicates unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent

performance. If the suspension of work lasts for more than 30 days, the County may terminate this agreement.

- C. LIAA shall have the right upon forty five (45) days written notice to the County to terminate this Agreement.

**SECTION 9. INTERPRETATION.** This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of both parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of LIAA, or if a person of masculine or feminine gender joins in this Agreement on behalf of LIAA, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.

**SECTION 10. AUTHORITY TO EXECUTE.** The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to the Agreement.

**SECTION 11. COOPERATION.** Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

**SECTION 12. FREEDOM OF INFORMATION ACT.** LIAA acknowledges that the County may be required from time to time to release records in its possession by law. LIAA hereby gives permission to the County to release any records or materials received by the County as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

**SECTION 13. CONTRACT PROVISION AS TO NONDISCRIMINATION.** This statement is made pursuant to MSA 3.548(209); MCLA 37.2209 as well as MSA 3.550(209); MCLA 37.1209: It is the policy of LIAA and Grand Traverse County not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability. This provision is not a limitation of any nondiscrimination provision in regard to employment provided under federal or Michigan law. Breach of this covenant may be regarded as a material breach of the contract.

**SECTION 14. NOTICES.** All notices and other communications to be given by either party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

To Grand Traverse County, 400 Boardman Avenue, Traverse City, MI 49684

To LIAA, 324 Munson Avenue, Traverse City, MI 49686

Any party may change its address for notice by written notice to the other party at any time.

**SECTION 15. ENTIRE AGREEMENT.** This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

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Board of Commissioners, Chair  
Grand Traverse County

---

Executive Director, LIAA

R E S O L U T I O N

**XX-2019**

**Land Information Access Association (LIAA) – Contract Renewal**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on February 20, 2019 and reviewed the request to continue the contract with Land Information Access Association (LIAA) through the end of 2019; and,

WHEREAS, The County contracts with Land Information Access Association (LIAA) for video recording, cablecasting and web streaming of meetings of the Board of Commissioners and designated boards and commissions; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approves the contract with Land Information Access Association (LIAA) through the end of 2019.

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 20, 2019



## Action Request

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

### Summary of Request:

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

Commissioner Per Diem requests totaling \$2,555 for the month of January 2019 are also attached for approval.

### Suggested Motion:

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

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

### Financial Information:

Total Cost: \$6,426,092.76	General Fund Cost:	Included in budget:	<input checked="" type="radio"/> Yes <input type="radio"/> No
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If not included in budget, recommended funding source:

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

Reviews:	Signature	Date
Finance Director	Dean Bott	2/7/2019
Human Resources Director		
Civil Counsel		

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

### Attachments:

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

## GRAND TRAVERSE COUNTY

### BOARD OF COMMISSIONERS SUBMITTED PER DIEM FOR 2019

MONTH OF JANUARY      \$                      2,555.00

COMMISSIONER	EMPLOYEE ID	Amount	Account Number
Clous, Ronald	357519	\$ 420.00	101-101-701.01
Coffia, Betsy	30599	\$ 210.00	101-101-701.01
Hentschel, Robert	233592	\$ 665.00	101-101-701.01
Hundley, Bryce	9541	\$ 245.00	101-101-701.01
Jewett, Brad	161688	\$ 420.00	101-101-701.01
LaPointe, Gordon	404541	\$ 455.00	101-101-701.01
Wheelock, Addison	479178	\$ 140.00	101-101-701.01

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

AUDIT COMMITTEE

## JANUARY 2019 CLAIMS

<u>TYPE</u>	<u>DATE</u>	<u>AMOUNT</u>
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## CLAIMS, ACCOUNTS AND IMMEDIATE PAYMENTS FOR BOARD APPROVAL

CLAIMS AND ACCOUNTS	1/8/2019	15,613.44
CLAIMS AND ACCOUNTS	1/8/2019	105,101.58
CLAIMS AND ACCOUNTS	1/22/2019	188,300.50
CLAIMS AND ACCOUNTS	1/22/2019	674,473.10
TOTAL CLAIMS & ACCOUNTS		<u>983,488.62</u>

IMMEDIATE PAYMENTS	1/2/2019	26,161.87
IMMEDIATE PAYMENTS	1/4/2019	23,812.64
IMMEDIATE PAYMENTS	1/4/2019	483,256.10
IMMEDIATE PAYMENTS	1/9/2019	35,029.94
IMMEDIATE PAYMENTS	1/9/2019	3,728.21
IMMEDIATE PAYMENTS	1/11/2019	685,102.77
IMMEDIATE PAYMENTS	1/11/2019	16,293.68
IMMEDIATE PAYMENTS	1/11/2019	16,500.00
IMMEDIATE PAYMENTS	1/14/2019	17,408.36
IMMEDIATE PAYMENTS	1/14/2019	30,066.50
IMMEDIATE PAYMENTS	1/14/2019	398.95
IMMEDIATE PAYMENTS	1/14/2019	1,170.77
IMMEDIATE PAYMENTS	1/16/2019	34,384.69
IMMEDIATE PAYMENTS	1/16/2019	85,833.54
IMMEDIATE PAYMENTS	1/16/2019	25,723.83
IMMEDIATE PAYMENTS	1/17/2019	15,803.44
IMMEDIATE PAYMENTS	1/18/2019	123,148.16
IMMEDIATE PAYMENTS	1/18/2019	107,409.51
IMMEDIATE PAYMENTS	1/22/2019	1,751.92
IMMEDIATE PAYMENTS	1/23/2019	550.00
IMMEDIATE PAYMENTS	1/23/2019	2,124.75
IMMEDIATE PAYMENTS	1/23/2019	72,165.74
IMMEDIATE PAYMENTS	1/23/2019	18,332.28
IMMEDIATE PAYMENTS	1/25/2019	22,875.55
IMMEDIATE PAYMENTS	1/25/2019	338,979.65
IMMEDIATE PAYMENTS	1/25/2019	300.00
IMMEDIATE PAYMENTS	1/29/2019	144,454.50
IMMEDIATE PAYMENTS	1/30/2019	91,601.80
IMMEDIATE PAYMENTS	1/30/2019	104,390.17

TOTAL IMMEDIATE PAYMENTS		<u>2,508,755.32</u>
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TOTAL CLAIMS, ACCOUNTS, AND IMMEDIATE PAYMENTS		<u>3,492,243.94</u>
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## CHECK DISTRIBUTION SUMMARY RECONCILING ITEMS

## Health Department Claims:

HEALTH	1/8/2019	6,161.41
HEALTH	1/8/2019	18,972.35
HEALTH	1/22/2019	28,335.38
HEALTH	1/22/2019	35,303.06
TOTAL HEALTH CLAIMS		<u>88,772.20</u>

## Department of Public Works Check Runs Approved by Board of Public Works:

DPW Check Runs	1/3/2019	16,611.72
DPW Check Runs	1/11/2019	64,181.37
DPW Check Runs	1/17/2019	41,979.28
DPW Check Runs	1/17/2019	58,134.87
DPW Check Runs	1/23/2019	7,238.91
DPW Check Runs	1/23/2019	239,291.03
DPW Check Runs	1/31/2019	164,270.40

TOTAL DPW CHECK RUNS		<u>591,707.58</u>
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TOTAL RECONCILING ITEMS		<u>680,479.78</u>
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Total Claims, Immediate Pay, Health & DPW		4,172,723.72
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Monthly Check Distribution Summary		<u>4,172,723.72</u>
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Difference		-
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PAYROLL	1/11/2019	1,025,979.86
PAYROLL	1/25/2019	924,103.21
BENEFITS	1/31/2019	303,285.97
TOTAL PAYROLL		<u>2,253,369.04</u>

## FOR BOARD APPROVAL:

TOTAL CLAIMS, ACCOUNTS, IMMEDIATE PAY & PAYROLL		<u>6,426,092.76</u> ✓
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REQUEST APPROVAL		
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**GRAND TRAVERSE COUNTY  
CHECK DISTRIBUTION SUMMARY  
JANUARY 2019**

<b>Payee Name</b>	<b>Amount</b>
4FRONT CREDIT UNION Total	\$ 937.23
86TH DISTRICT COURT Total	\$ 174.00
A BROOKS DARLING Total	\$ 889.35
AC PAW Total	\$ 120.00
ACCREDITATION, AUDIT & RI Total	\$ 120.00
ACE HARDWARE Total	\$ 58.41
ACME TOWNSHIP Total	\$ 75,279.79
ACTION INDUSTRIAL SUPPLY Total	\$ 105.74
ADDICTION TREATMENT SERVI Total	\$ 10,179.00
ADMIRAL PETROLEUM CO Total	\$ 200.00
ADVANCED PUBLIC SAFETY IN Total	\$ 12,211.33
ADVANCED TURF SOLUTIONS Total	\$ 125.00
AFL,CIO Total	\$ 124.50
ALAN JAMES ZELINSKI Total	\$ 18.00
ALCOTEC PENSION FUND Total	\$ 187.58
ALEXANDRIA BARNA Total	\$ 20.00
ALICIA THAYER Total	\$ 100.92
ALISHA T MOCERE Total	\$ 26.75
ALL ANIMAL VETERINARY CEN Total	\$ 8.75
ALLIANCE BUSINESS PRODUCT Total	\$ 1,099.80
ALLSTATE INSURANCE COMPAN Total	\$ 50.00
AMANDA DENBOER Total	\$ 137.17
AMERICAN COPPER & BRASS L Total	\$ 4.13
AMERICAN SOLUTIONS FOR BU Total	\$ -
AMERICAN WASTE Total	\$ 1,791.00
AMERIGAS Total	\$ 811.37
AMSTERDAM PRINTING AND LI Total	\$ 2,300.00
AMY BRANCO Total	\$ 15.00
AMY LEIVA Total	\$ 58.86
ANDREA COOPER Total	\$ 71.63
ANDREW WAITE Total	\$ 475.40
ANDREW WILLIAM MCQUILLAN Total	\$ 173.23
ANIMAL MEDICAL CENTER Total	\$ 109.50
ANIXTER INC Total	\$ 1,408.28
ANN BIXBY Total	\$ 10.00
ANNA M WEESE Total	\$ 6.45
ANSWER UNITED Total	\$ 56.09
APCO INTERNATIONAL INC. Total	\$ 184.00
APPLIED IMAGING Total	\$ 77.95
APPLIED INDUSTRIAL TECHNO Total	\$ 353.86
ARAMARK Total	\$ 18,706.26
ARCHON Total	\$ 5,000.00

<b>Payee Name</b>	<b>Amount</b>
ARK ELECTRIC Total	\$ 73.00
ARTS AUTO & TRUCK Total	\$ 26.96
ART'S AUTO & TRUCK PARTS Total	\$ 252.61
AT&T GLOBAL SERVICES Total	\$ 8,153.67
ATT MOBILITY Total	\$ 18,397.36
AUDRA NANCY COLE Total	\$ 28.00
AUSTIN WOMACK Total	\$ 25.00
AUTO OWNERS INSURANCE Total	\$ 85.00
AXON ENTERPRISE, INC. Total	\$ 8,960.00
B & B PRINTING Total	\$ 130.00
BADGER METER, INC. Total	\$ 1,025.88
BANKERS ADVERTISING COMPA Total	\$ 861.12
BARBARA DENISE MARLOW Total	\$ 16.50
BARRE JEWKES PURDY Total	\$ 25.00
BAY AREA PET HOSPITAL Total	\$ 182.75
BAY AREA RECYCLING FOR CH Total	\$ 300.00
BAY AREA TRANSPORTATION A Total	\$ 3,034.01
BAY WEST ANIMAL CLINIC Total	\$ 56.00
BENJAMIN D NEUMANN Total	\$ 75.00
BENZIE & CRYSTAL PUMPING Total	\$ 1,389.25
BERNDT & ASSOCIATES PC Total	\$ 400.55
BETHANY CHRISTIAN SERVICE Total	\$ 5,791.61
BEVERLY A MORRISON Total	\$ 684.00
BILL MARSH AUTO GROUP Total	\$ 57.57
BIS DIGITAL Total	\$ 13,212.11
BLAIR SELF STORAGE Total	\$ 140.00
BLARNEY CASTLE OIL CO. Total	\$ 225.00
BOB MITCHELL & ASSOCIATES Total	\$ 23,523.00
BOYNE COUNTRY SPORTS Total	\$ 305.00
BRAMER AUTO Total	\$ 638.36
BRANDON COLE Total	\$ 28.00
BRENDA VOIGHT Total	\$ 149.62
BRENT M WHEAT Total	\$ 108.00
BRETT C BAIRD Total	\$ 3,122.00
BRETT RODGERS Total	\$ 2,468.30
BRIAN CHARLES SCHUCK Total	\$ 150.00
BRIAN MCALLISTER Total	\$ 720.00
BRIAN NEWCOMB Total	\$ 275.00
BRIAN SPRINGSTEAD Total	\$ 30.00
BRIAN ZIONSKOWSKI Total	\$ 86.00
BRITTANY B SAMPLE Total	\$ 208.77
BROWNELLS INC Total	\$ 159.62
BRYAN C. MCCOLLEY Total	\$ 267.79
BS&A SOFTWARE Total	\$ 4,137.50
BURDCO INC Total	\$ 100.00
BUSTERS BLINDS INC Total	\$ 1,750.00

Payee Name	Amount
BYTE PRODUCTIONS LLC Total	\$ 60.00
C.O.A.M. Total	\$ 892.84
CALLYO Total	\$ 2,750.00
CAPITAL TITLE INSURANCE A Total	\$ 17.83
CARE TRAK INTERNATIONAL I Total	\$ 113.87
CARROLL FOX Total	\$ 2.00
CASH PLUS Total	\$ 500.00
CASSADI MALAINA EDWARDSON Total	\$ 34.20
CATHERINE BABBITT Total	\$ 15.50
CDM MOBILE SHREDDING LLC Total	\$ 365.00
CDW GOVERNMENT,INC. Total	\$ 3,111.44
CDW-G Total	\$ 4,077.00
CENTER FOR EDUCATION & EM Total	\$ 159.00
CENTRAL LAKE ARMOR EXPRES Total	\$ 82.00
CENTURYLINK Total	\$ 226.74
CH2M HILL INC. Total	\$ 47,781.51
CHARLES ANDERSON Total	\$ 8.00
CHARTER COMMUNICATIONS Total	\$ 3,117.35
CHARUENE KEOVONGKOTH Total	\$ 150.00
CHELL YVONNE LAGROW Total	\$ 505.44
CHEMICAL BANK Total	\$ 100.00
CHERRY CAPITAL CAB, LLC Total	\$ 4,105.00
CHERRY CAPITAL MOBILE PET Total	\$ 1.25
CHERRY HILL HAVEN AFC Total	\$ 200.00
CHERRYLAND ELECTRIC Total	\$ 13,871.98
CHERRYLAND HUMANE SOCIETY Total	\$ 7,138.25
CHERYL LYNN DAVIDSON Total	\$ 28.45
CHIEF SUPPLY CORPORATION Total	\$ 2,475.49
CHRISTINE BORING Total	\$ 534.44
CHRISTINE J. CRAMER Total	\$ 59.54
CHRISTINE REAMER Total	\$ 17.50
CHRISTINE SHOMIN Total	\$ 866.93
CHRISTOPHER DAILEY Total	\$ 50.14
CHRISTOPHER THOLEN Total	\$ 32.70
CHUCK HILL Total	\$ 16.68
CINTAS CORP #729 Total	\$ 844.78
CIRCUIT COURT RECORDS Total	\$ 1,203.00
CITISTREET INVESTMENT SERVICES Total	\$ 1,292.08
CITY OF FARMINGTON HILLS Total	\$ 600.00
CITY OF TRAVERSE CITY Total	\$ 71,586.88
CLARE SVEC Total	\$ 100.00
CLARISSA FASEL Total	\$ 179.73
CLARKE-EVERETT DOG & CAT Total	\$ 26.75
CLIFF'S AUTOMOTIVE REPAIR Total	\$ 2,514.32
CLOE LEEANN MILLS Total	\$ 70.62
CMP DISTRIBUTORS Total	\$ 57.50

<b>Payee Name</b>	<b>Amount</b>
COHL, STOKER & TOSKEY PC Total	\$ 4,785.16
COLEEN ROCKER Total	\$ 49.50
COLLEEN VANKLOMPENBERG Total	\$ 120.00
COMFORT KEEPERS Total	\$ 40.00
COMPANION ANIMAL HOSPITAL Total	\$ 74.25
CONFLICT RESOLUTION SERVI Total	\$ 1,350.00
CONSTANT CONTACT Total	\$ 408.00
CONSUMERS ENERGY Total	\$ 30,503.86
CORRECT CARE SOLUTIONS LL Total	\$ 39,637.48
COVELL FUNERAL HOMES, INC Total	\$ 750.00
CRIME VICTIMS SERVICES CO Total	\$ 210.00
CUTTIN IT CLOSE OUTDOOR Total	\$ 1,315.00
CYNERGYCOMM.NET INC Total	\$ 495.08
CYNTHIA ANN CONLON Total	\$ 795.00
CYNTHIA ANN KOTT Total	\$ 145.33
CYNTHIA GREEN Total	\$ 59.24
CYNTHIA PURVIS Total	\$ 35.26
D & W AUTO Total	\$ 1,670.35
D & W MECHANICAL Total	\$ 994.50
DAN KOWIESKI Total	\$ 22.00
DAN THORELL Total	\$ 72.00
DANIEL & TAMMY STRICKER Total	\$ 300.00
DANIEL GARY GUY Total	\$ 50.00
DAVE & JENNIFER SEARS Total	\$ 22.00
DAVE SKRZYPCZAK Total	\$ 25.00
DAVID ARLAND FREDERICK Total	\$ 203.91
DAVID CARPENTER Total	\$ 100.00
DAVID G GRUNST Total	\$ 450.00
DAVID J CLARK Total	\$ 2,235.00
DAVID LYLE MOORE Total	\$ 100.00
DAVID M AKERS Total	\$ 123.12
DAWN MICHELLE GLE Total	\$ 197.52
DEANNA DESCHLER Total	\$ 30.00
DEANNE SAVINSKY Total	\$ 50.00
DEBORAH BUNKER Total	\$ -
DEBORAH STERNAMAN Total	\$ 169.01
DEBRA A MIKOWSKI Total	\$ 25.94
DELL MARKETING LP Total	\$ 1,063.99
DELTA DENTAL Total	\$ 83,138.45
DEPARTMENT OF HEALTH & HU Total	\$ 50.00
DEPT OF HUMAN SERVICES Total	\$ 50.00
DESTINY RAE MILLER Total	\$ 28.45
DEVON HOLMES Total	\$ 200.00
DEVON MICHAEL TROWBRIDGE Total	\$ 37.00
DEWEESE HARDWARE Total	\$ 256.56
DOJE'S INCORPORATED Total	\$ 113.46

Payee Name	Amount
DOLAN CONSULTING GROUP, L Total	\$ 95.00
DOLLAR GENERAL Total	\$ 5.00
DONALD J. KOSHMIDER Total	\$ 250.00
DONNA BETH HIGH Total	\$ 37.08
DONNA GRACE DYER Total	\$ 16.00
DOUGLAS A KING Total	\$ 3,350.00
DR SHANTE BUHYAN Total	\$ 16.66
DTE ENERGY Total	\$ 29,662.86
E&J SUPPLY, INC. Total	\$ 297.85
EAGLE VILLAGE, INC. Total	\$ 18,546.00
EAST BAY ANIMAL HOSPITAL Total	\$ 47.25
EAST BAY CHARTER TOWNSHIP Total	\$ 169,326.93
EAST BAY LEGAL Total	\$ 2,020.00
EDIE EKINS DEVENEAU Total	\$ 25.00
EDWARD & LINDA HORN Total	\$ 61.17
EJ USA, INC Total	\$ 604.82
ELAINE ROLLO Total	\$ 8.00
ELECTRONIC MONITORING SYS Total	\$ 527.00
ELITE FABRICARE Total	\$ 526.75
ELIZABETH ELLEN LAJKO Total	\$ 1,305.00
ELMER E WHITE Total	\$ 924.35
ELMWOOD TOWNSHIP Total	\$ 40,387.94
ELYSE Y MCELDERRY Total	\$ 121.86
EMILY LARKIN Total	\$ 25.00
EMILY RICE Total	\$ 49.90
EMMA ELIZABETH LAJKO Total	\$ 45.70
ENCOMPASS INSURANCE Total	\$ 100.00
ENGINEERED PROTECTION SYS Total	\$ 7,240.74
ENTERPRISE FM TRUST Total	\$ 7,273.92
ENTERPRISE RENT A CAR Total	\$ 579.05
EREK BENJAMIN HATTON Total	\$ 30.75
ERIC BURT Total	\$ 108.00
ERIC J MATTIS Total	\$ 845.00
ERICK TENGELITSCH Total	\$ 31.90
ERIN LANIE SMITH Total	\$ 194.85
EVELYN LIVINGSTON Total	\$ 27.36
EXCEL OFFICE INTERIORS Total	\$ 2,939.38
FAITH SOUSA Total	\$ 108.00
FAMILY COURT RECORDS Total	\$ 2,816.31
FAMILY FARE Total	\$ 10.00
FASTENAL COMPANY Total	\$ 47.59
FELICIA OLSON Total	\$ -
FEYEN-ZYLSTRA INC Total	\$ 14,793.00
FIDELITY SECURITY LIFE IN Total	\$ 1,903.56
FIDLAR TECHNOLOGIES, INC. Total	\$ 6,361.66
FIFE LAKE VETERINARY CLIN Total	\$ (25.00)

<b>Payee Name</b>	<b>Amount</b>
FIFTH THIRD BANK Total	\$ 34,384.69
FINAL TOUCH CLEANING SERV Total	\$ 300.00
FIRST ADVANTAGE BACKGROUN Total	\$ 6.80
FLEET NAV SYSTEMS Total	\$ 1,680.00
FRANCINE MARIE KAMPS Total	\$ 300.00
FRED MOOMEY Total	\$ 4,526.66
FRED TANK Total	\$ -
FREDERICK MORSE Total	\$ 108.00
FRIEND OF THE COURT Total	\$ 90.70
FRONTIER COMMUNICATIONS Total	\$ 49.90
GALLAGHER BASSETT SERVICE Total	\$ 50.00
GARFIELD CHARTER TOWNSHIP Total	\$ 354,221.56
GEI CONSULTANTS Total	\$ 2,170.50
GEOFFREY WALWORTH Total	\$ 300.00
GERALD KRAJENKE Total	\$ 40.00
GILBERTS SERVICE OIL CO Total	\$ 15.00
GILLROY'S COMPLETE HARDWA Total	\$ 18.98
GLAXOSMITHKLINE PHARMACEU Total	\$ 853.88
GLEN KURT LILE Total	\$ 18.00
GMCC INC Total	\$ 125.00
GMOSERS SEPTIC SERVICE, I Total	\$ 343.70
GOSLING CZUBAK ENGINEERIN Total	\$ 1,352.00
GOURDIE-FRASER, INC Total	\$ 10,398.00
GOVERNMENTAL BUSINESS SYS Total	\$ 390.70
GOVERNMENTAL PRODUCTS Total	\$ 1,436.00
GRAFF, GRAFF & HELVESTON Total	\$ 5,735.00
GRAND BAY MARINE Total	\$ 50.00
GRAND TRAVERSE BAND OF Total	\$ 50.00
GRAND TRAVERSE CONSERVATI Total	\$ 71,027.24
GRAND TRAVERSE COUNTY Total	\$ 141,924.25
GRAND TRAVERSE COUNTY HEA Total	\$ 630.35
GRAND TRAVERSE INDUSTRIES Total	\$ 174.38
GRAND TRAVERSE MOBILE COM Total	\$ 1,152.31
GRAND TRAVERSE VETERINARY Total	\$ 325.67
GREAT LAKES BUSINESS SYST Total	\$ 2,376.30
GT RUBBER SUPPLY, INC. Total	\$ 837.19
GUARDIAN MEDICAL MONITORI Total	\$ 14,083.22
HABITEC SECURITY, INC. Total	\$ 132.00
HALAINA BUFFORD Total	\$ 800.00
HALLMARK CONSTRUCTION INC Total	\$ 59,982.00
HAMMOND INDUSTRIAL CENTRE Total	\$ 138.72
HANNAH R LONDON Total	\$ 845.00
HANOVER INSURANCE COMPANY Total	\$ 23.08
HASTINGS MUTUAL INSURANCE Total	\$ 125.00
HAWTHORNE VINEYARDS Total	\$ 100.00
HEATHER PREVO Total	\$ 31.65

<b>Payee Name</b>	<b>Amount</b>
HEATHER R BLANTON-DYKSTRA Total	\$ 1,722.50
HEIDI SCHEPPE Total	\$ 117.72
HEMOCUE AMERICA Total	\$ 256.00
HERTLER & ASSOCIATES INC Total	\$ 300.00
HOBART CORPORATION Total	\$ 85.00
HOLIDAY INN EXPRESS . Total	\$ 91.80
HOLY CROSS CHILDRENS SERV Total	\$ 344.80
HOME DEPOT CREDIT SERVICE Total	\$ 13.94
HOPE LYNN HALES Total	\$ 500.00
HORSE NORTH RESCUE Total	\$ 16.66
HUNTINGTON NATIONAL BANK Total	\$ 150.00
HYATT PLACE LANSING/EASTW Total	\$ 254.25
HYLAND SOFTWARE, INC. Total	\$ 92,592.02
IMAGESOFT, INC. Total	\$ 46,610.00
IN-HOME HEALTHCARE SERVIC Total	\$ 42.00
INSTITUTE OF CONTINUING L Total	\$ 121.50
INTEGRITY BUSINESS SOLUTI Total	\$ 475.88
INTERNATIONAL CODE COUNCI Total	\$ 272.34
J COLE TRANSPORTATION Total	\$ 240.00
J.E. TIFFANY AND SONS, LL Total	\$ 1,080.00
JACQUELINE CORBETT Total	\$ 156.77
JACQUELINE L AUCH Total	\$ 15.25
JAMES AND ANGIE MCFALLS Total	\$ 285.00
JAMES WEMIGWANS Total	\$ 28.00
JAMES WILLIAM KOZAK Total	\$ 28.45
JANE BURNSIDE Total	\$ 3,551.44
JANELLA SCHNEPT Total	\$ 25.00
JANET M MISTELE Total	\$ 2,895.50
JASON &/OR JERRY FRANCISC Total	\$ 600.00
JASON A RAZAVI . Total	\$ 1,005.00
JASON POLZIEN Total	\$ 14.00
JEFF MILLER Total	\$ 87.50
JEFFREY A. O'BRIEN Total	\$ 642.00
JEFFREY JUDD LEGGETT Total	\$ 42.25
JEFFREY THOMAS LAKIES Total	\$ 7.50
JENA LIISA RIUTTA Total	\$ 141.97
JENNIFER PEDROZA Total	\$ 15.81
JENNY LYNN GRIST Total	\$ 106.16
JENNY ROBLES Total	\$ 115.83
JEREMIAH HOUSE Total	\$ 31.57
JEREMIAH PRIEST Total	\$ 16.35
JEROMEY CRANE Total	\$ 13,500.00
JESSICA PARENT Total	\$ 10.36
JESSICA TIGHE Total	\$ 30.00
JETT PUMP & VALVE LLC Total	\$ 1,382.77
JOANN FABRIC Total	\$ 49.86

Payee Name	Amount
JOEL FRANKLIN FRANCKOWIAK Total	\$ 17.50
JOHN B WOLF SR Total	\$ 40.82
JOHN E. REID & ASSOCIATES Total	\$ 1,780.00
JOHN GAVAN Total	\$ 21.25
JOHN MICHAEL GATEWOOD II Total	\$ 33.63
JOHN RAPTIS Total	\$ 500.00
JOHN SUSZEK Total	\$ -
JOHNSTONE SUPPLY - #234 Total	\$ 256.68
JOSEPH G MOLLIKA Total	\$ 1,525.00
JOSEPH GEROVAC Total	\$ 70.00
JULIE DODSON Total	\$ 133.63
JULIE WHITE Total	\$ 75.00
JUSTIN PAUL SLEDER Total	\$ 26.73
KALKASKA COUNTY Total	\$ 10.00
KANE & ASSOCIATES, PLC Total	\$ 6,295.00
KAREN COPELAND Total	\$ 466.20
KAREN SHIELS Total	\$ 500.00
KAREN ZENNER Total	\$ 145.43
KARIE MCINTYRE Total	\$ 58.04
KARPEL SOLUTIONS Total	\$ 325.00
KATHLEEN & MELVIN KITCHEN Total	\$ 600.00
KATHLEEN M GLOVER Total	\$ 300.00
KATHLEEN SOSA Total	\$ 23.75
KATHY MARIE RADU Total	\$ 20.25
KATY LYNN CORE Total	\$ 25.00
KCI Total	\$ 367.75
KELLIE ANN WILSON Total	\$ 50.00
KELLY MARTIN Total	\$ 500.00
KELLY RYAN ADAMS Total	\$ 45.00
KENDALL ELECTRIC INC Total	\$ 83.75
KENNETH ALDEN CHEZIK Total	\$ 26.50
KENNETH GIELDA Total	\$ 200.00
KENNETH JULIAN TAFELSKY Total	\$ 28.45
KENT GRAY & BROOKE BORGES Total	\$ 50.00
KERKSTRA SEPTIC TANK CLEA Total	\$ 34.67
KEVIN CONRADY Total	\$ 235.00
KEVIN INGLESTON Total	\$ 250.00
KEVIN JAMES EARL Total	\$ 260.00
KIDS CREEK CHILDREN'S CLI Total	\$ 160.00
KIM MILWARD Total	\$ 10.00
KIM RILEY Total	\$ 19.84
KIMBERLY SUMMERS Total	\$ 120.00
KINGSLEY AREA SCHOOLS Total	\$ 445.62
KITCH DRUTCHAS WAGNER VAL Total	\$ 120.00
K-LOG, INC. Total	\$ 2,473.48
KRISTINE ERICKSON Total	\$ 26.38

Payee Name	Amount
KURT F STIMPSON Total	\$ 845.00
KYLE ATTWOOD Total	\$ 38.70
KYLE B TREVAS Total	\$ 3,225.00
LA PROFESSIONAL CLEANING Total	\$ 400.00
LACEY L EDGECOMB Total	\$ 239.04
LAKESIDE FOR CHILDREN Total	\$ 7,411.48
LAKEVIEW COUNSELING PC Total	\$ 100.00
LANA JANE BENKER Total	\$ 37.65
LAND INFORMATION ACCESS A Total	\$ 1,082.50
LANDA D. ALPERS Total	\$ 300.00
LANGUAGE LINE SERVICES Total	\$ 116.97
LARK LAWN & GARDEN INC. Total	\$ 1,933.48
LARRY CLARK PUMPER SVC. Total	\$ 2,900.19
LARRY O SAWALLICH Total	\$ 50.00
LASER PRINTER TECHNOLOGIE Total	\$ 383.70
LATITUDE SUBROGATION SERV Total	\$ 50.00
LAW OFFICE OF MATTIAS JOH Total	\$ 2,975.00
LEELANAU COUNTY Total	\$ 16,634.71
LERMA INC. Total	\$ 60.00
LESLEY HOLLYDAY Total	\$ 240.51
LESLEY'S LANDSCAPING Total	\$ 250.00
LESLIE ANNE SNELLER Total	\$ 88.04
LEWISTON SEPTIC SERVICE, Total	\$ 19.01
LEXISNEXIS RISK DATA MANA Total	\$ 363.26
LIFE STORY FUNERAL HOME - Total	\$ 750.00
LIGHTHOUSE INSURANCE Total	\$ 2,500.00
LILLIAN ELEANOR SMITH Total	\$ 15.50
LINCOLN NATIONAL LIFE INS Total	\$ 12,425.84
LINDA CUSHMAN Total	\$ 24.00
LINDA E WASIELEWSKI Total	\$ 113.75
LINDSAY KING Total	\$ 61.04
LISA M EMERY Total	\$ 120.33
LISA MAUSOLF Total	\$ 9.17
LISA PHILO Total	\$ 173.94
LOIS WESTBROOK Total	\$ 20.00
LONG LAKE ANIMAL HOSPITAL Total	\$ 86.50
LONG LAKE MARINA Total	\$ 190.00
LONG LAKE TOWNSHIP Total	\$ 66.67
MADISON ELECTRIC Total	\$ 16,500.00
MAPLE RIVER DIRECT MAIL L Total	\$ 1,000.00
MAPPING SOLUTIONS Total	\$ 345.00
MARCIE MONTGOMERY Total	\$ 16.57
MARGARET DRURY Total	\$ 297.87
MARIE WALKER, PLLC Total	\$ 260.00
MARISSA MILLIRON Total	\$ 45.78
MARK A RISK Total	\$ 950.00

<b>Payee Name</b>	<b>Amount</b>
MARK AYERS PLOWING Total	\$ 780.00
MARK SMITH Total	\$ 50.00
MARK WAGNER Total	\$ 1,401.48
MARK WILLIAM STEVENSON Total	\$ 36.50
MARVIN PETER NORDEEN Total	\$ 12.50
MARY FARRINGTON Total	\$ 300.00
MARY URYASZ Total	\$ 171.97
MARY WENGER-TOWNSEND Total	\$ 61.04
MATTHEW CONNOLLY Total	\$ 300.00
MAXWELL MEDALS & AWARDS Total	\$ 243.25
MCCARDEL CULLIGAN WATER C Total	\$ 145.00
MED-EXPRESS INC. Total	\$ 111.38
MEIJER, INC Total	\$ 46.49
MEIJER, INC. Total	\$ 125.00
MELISSA MOREY Total	\$ 132.50
MELISSA ZENNER Total	\$ 187.10
MEMBERS CREDIT UNION Total	\$ 104.79
MI ASSOC OF LOCAL ENVIRON Total	\$ 30.00
MICH ASSOC OF COUNTY CLER Total	\$ 400.00
MICH ASSOC OF COUNTY DRAI Total	\$ 450.00
MICHAEL & KATHLEEN SHEEAN Total	\$ 22.71
MICHAEL HOROWITZ Total	\$ 1,453.00
MICHAEL J DUNN Total	\$ 360.00
MICHAEL KOLBUSZ Total	\$ 131.79
MICHAEL P COLLINS Total	\$ 4,090.62
MICHAEL P REISTERER Total	\$ 130.00
MICHAEL PAUL NEPOTE Total	\$ 517.50
MICHELE A GLINN, PHD, DAB Total	\$ -
MICHELE LYNN ACRE Total	\$ 42.25
MICHELLE ANN HILBORN Total	\$ 17.50
MICHELLE FOLKERSMA Total	\$ 33.84
MICHIGAN ASSOCIATION FOR Total	\$ 150.00
MICHIGAN ASSOCIATION OF C Total	\$ 325.00
MICHIGAN ASSOCIATION OF M Total	\$ 1,020.00
MICHIGAN COMMUNICATIONS D Total	\$ 900.00
MICHIGAN DEPARTMENT OF EN Total	\$ 75.00
MICHIGAN DEPARTMENT OF ST Total	\$ 36.00
MICHIGAN DEPARTMENT OF TR Total	\$ 18,955.34
MICHIGAN DEPT OF HEALTH/H Total	\$ 360.00
MICHIGAN DNR Total	\$ 285.00
MICHIGAN JUDGES ASSOCIATI Total	\$ 550.00
MICHIGAN LAWYERS WEEKLY Total	\$ 369.00
MICHIGAN MUNICIPAL LIABIL Total	\$ 230.50
MICHIGAN MUNICIPAL RISK M Total	\$ 424,938.00
MICHIGAN PIPE & VALVE Total	\$ 2,931.00
MICHIGAN SHERIFFS' ASSOCI Total	\$ 72.50

<b>Payee Name</b>	<b>Amount</b>
MICHIGAN STATE DISBURSEMENT UNIT Total	\$ 3,462.54
MICHIGAN STATE POLICE - B Total	\$ 300.00
MICHIGAN STATE UNIVERSITY Total	\$ 24,078.75
MICHIGAN UNEMPLOYMENT INS Total	\$ 2.00
MICHIGAN UNIFORMS AND APP Total	\$ 283.00
MILLARD DEAN ELDRED Total	\$ 2,750.00
MISS DIG SYSTEM Total	\$ 2,921.73
MISSAUKEE WILDERNESS YOUT Total	\$ 2,688.00
MISTY WRIGHT Total	\$ 5.00
MITCHELL GRAPHICS Total	\$ 415.00
MOLON EXCAVATING INC Total	\$ 2,852.00
MPARKS Total	\$ 30.00
MR & MRS DON HESS Total	\$ 150.00
MUNICIPAL EMPLOYEES RETIR Total	\$ 550.00
MUNSON MEDICAL CENTER Total	\$ 1,544.00
MUSKEGON RIVER YOUTH HOME Total	\$ 6,916.72
MUTUAL OF OMAHA INSURANCE Total	\$ 38,823.87
NACO Total	\$ 28,298.63
NANCY ICKES Total	\$ 195.54
NAOMI CYNTHIA CALL Total	\$ 32.00
NATASHA MARTINSON Total	\$ 307.36
NATIONAL EMERGENCY NUMBER Total	\$ 142.00
NEIKO LEE SOPER Total	\$ 120.00
NETWORKS NORTHWEST Total	\$ 14,210.00
NEXUS FAMILY SERVICES INC Total	\$ 1,500.00
NICHOLAS FERGUSON Total	\$ 50.00
NICHOLAS OTTO Total	\$ 34.50
NICHOLE DUNWIDDIE Total	\$ 253.20
NICHOLS Total	\$ 708.45
NOAR TECHNOLOGIES Total	\$ 1,855.00
NORTHERN A-1 KALKASKA Total	\$ 1,190.00
NORTHERN GREENLAWN, INC. Total	\$ 50.00
NORTHERN LAKES COMMUNITY Total	\$ 170,550.00
NORTHERN MICH JUVENILE OF Total	\$ 40.00
NORTHERN MICHIGAN CODE OF Total	\$ 750.00
NORTHERN MICHIGAN SUPPLY Total	\$ 312.77
NORTHERN MICHIGAN VETERIN Total	\$ 22.50
NORTHERN OFFICE EQUIPMENT Total	\$ 3,691.41
NORTHWESTERN MICHIGAN COL Total	\$ 769.72
NORTHWOOD ANIMAL HOSPITAL Total	\$ 56.75
NORTHWOODS PRINTERS/OFFIC Total	\$ 433.87
NYE UNIFORM CO., INC Total	\$ 1,608.99
OAKLAND COUNTY Total	\$ 26.00
OAKWOOD VETERINARY HOSPIT Total	\$ 135.00
OFFICE DEPOT,INC Total	\$ 5,742.79
OLD TOWN PSYCHOLOGICAL SE Total	\$ 110.00

<b>Payee Name</b>	<b>Amount</b>
OLESON'S FOOD STORE Total	\$ 75.00
OLGA LU JOHNSON Total	\$ 104.79
OLIVER AND COMPANY Total	\$ 2,160.00
OLSON, BZDOK & HOWARD PC Total	\$ 1,374.30
OMINEX ENERGY INC Total	\$ 64.17
ONSOLVE, LLC Total	\$ 25,000.00
OPERATIONS MANAGEMENT INT Total	\$ 6.52
OPTUM Total	\$ 140.76
ORASURE TECHNOLOGIES, INC Total	\$ 367.48
OSTERMAN JEWELERS Total	\$ 100.00
OTIS ELEVATOR COMPANY Total	\$ 41,300.52
OTWELL MAWBY, PC Total	\$ 1,800.00
P.O.A.M. Total	\$ 3,965.88
PAKOR INC - NW8935 Total	\$ 333.61
PAMELA KAY LEWIS Total	\$ 22.50
PARADISE TOWNSHIP Total	\$ 43.44
PARKWAY CAFE Total	\$ (112.40)
PATRICIA A PECKHAM Total	\$ 25.00
PATRICIA J. SCHLAGEL Total	\$ 30.75
PATRICK BURTON Total	\$ 440.50
PATRICK PREVO Total	\$ 31.79
PATTI BAKER Total	\$ 67.72
PAUL APPOLD Total	\$ 25.00
PAUL HUBBELL Total	\$ 4,440.00
PAUL T. JARBOE PLC Total	\$ 2,850.00
PENINSULA TOWNSHIP Total	\$ 36,174.77
PENNY BRADLEY HERBERGER Total	\$ 42.50
PEPSI BOTTLING GROUP Total	\$ 50.00
PERFECT FIT LLC Total	\$ 50.00
PETER FORTON Total	\$ 73.58
PEZZETTI,VERMETTEN&POPOVI Total	\$ 195.00
PHILIP A SETTLES Total	\$ 2,400.00
PHILLIPS ENERGY, INC Total	\$ 100.00
PITNEY BOWES Total	\$ 497.40
POLLUTION CONTROL SERVICE Total	\$ 3.28
PORCELAIN PATROL SERVICE Total	\$ 1,237.54
POSTMASTER OF TRAVERSE CI Total	\$ 7,393.50
POTTERS FINE PASTRIES Total	\$ 124.40
POWERPLAN Total	\$ 320.79
PREMIER OUTDOORS Total	\$ 340.00
PRESTIGE CONSTRUCTION GRO Total	\$ 133.00
PRESTON TAYLOR Total	\$ 50.99
PRIME TIME NEWS & OBSERVE Total	\$ 65.00
PRIORITY HEALTH Total	\$ 630,905.42
PRO IMAGE DESIGN Total	\$ 8.50
PROFILE Total	\$ 110.00

Payee Name	Amount
PROSECUTING ATTORNEYS ASS Total	\$ 640.00
PURITY CYLINDER GASES Total	\$ 29.37
RACHEL SCHLEENBAKER Total	\$ 12.81
RAYMELL L ENGLISH Total	\$ 300.00
REANN R GORTON Total	\$ 3,600.00
REDWOOD TOXICOLOGY LABORA Total	\$ 176.19
RENT A CENTER RETAIL SERV Total	\$ 50.00
REYNOLDS-JONKHOFF FUNERAL Total	\$ 250.00
RHONDA YANSKA Total	\$ 192.04
RICHARD K STINER Total	\$ 40.00
RICHARD MICHAEL BECK, MD Total	\$ 50.00
RICKY FAIRCHILD Total	\$ 5.00
RICOH USA INC Total	\$ 380.21
ROBERT A MICKEVICIUS Total	\$ 50.00
ROBERT D ROBBINS Total	\$ 170.66
ROBERT GODZIEBIEWSKI Total	\$ 100.00
ROBERT MICHAEL ACKLEY Total	\$ 42.50
ROBERT RICH Total	\$ 22.00
RODETTA HARRAND Total	\$ 14.85
RODNEY EUGENE GOBER Total	\$ 208.62
RON & JANET RAMOIE Total	\$ 415.35
RON CLOUS Total	\$ 372.78
ROSALIE DOHM Total	\$ 75.00
ROTO ROOTER OF NORTHERN M Total	\$ 95.00
ROY C. NICHOLS Total	\$ 100.00
RR DONNELLEY Total	\$ 1,380.74
RYAN WALSH Total	\$ 32.81
SAMUEL RUSSELL WALTER Total	\$ 18.00
SARA M DEMAN Total	\$ 98.18
SARAH CAVENDISH Total	\$ 5.00
SARAH R LORIGAN Total	\$ 39.24
SCHMELTZER LAW PLLC Total	\$ 360.00
SCHMUCKAL OIL Total	\$ 300.00
SCHMUCKAL OIL CO Total	\$ 65.00
SCOTT HOWARD Total	\$ 25.00
SECURITY SANITATION,INC. Total	\$ 7,650.80
SET SEG INSURANCE Total	\$ 250.00
SHAWN ERIC GREGG Total	\$ 20.75
SHAWN WORDEN Total	\$ 3,235.00
SHAWNA BROWN Total	\$ 36.55
SHEILA LYNN BLESCH Total	\$ 15.50
SHEILA SNYDER Total	\$ 100.00
SHELL CREDIT CARD CENTER Total	\$ 16,915.33
SHERISE SHIVELY Total	\$ 2,932.07
SHIRLEY BOWMAN Total	\$ 56.37
SHIRLEY ZERAFA Total	\$ 6.15

<b>Payee Name</b>	<b>Amount</b>
SHORELINE IRRIGATION, LLC Total	\$ 375.00
SIMPLE CREDIT, INC. Total	\$ 150.00
SOCIAL SECURITY ADMINISTR Total	\$ 100.00
SOFTWARE FOR TODAY Total	\$ 87.50
SOS ANALYTICAL Total	\$ 634.00
SOS LEARNING LAB LLC Total	\$ 730.00
SOURCE JULIEN INC Total	\$ 100.00
SOUTHTOWN PROPERTY MANAGE Total	\$ 1,759.93
SQS INC Total	\$ 32,685.55
STACY LIN HOWE Total	\$ 69.71
STANDARD ELECTRIC COMPANY Total	\$ 225.11
STAPLES Total	\$ 412.05
STAPLES BUSINESS ADVANTAG Total	\$ 288.27
STATE BAR OF MICHIGAN Total	\$ 205.00
STATE FARM Total	\$ 85.00
STATE OF MICHIGAN Total	\$ 117,881.28
STERICYCLE INC Total	\$ 130.86
STONEHOUSE BREAD Total	\$ 75.00
STT INC. Total	\$ 9,026.83
SUMMIT COMPANIES Total	\$ 378.51
SUZANNE BORSOS Total	\$ 185.97
SYNERGY TELCOM INC., Total	\$ 369.56
T.P.O.A.M. Total	\$ 248.00
TAD & MEAGHAN THOMPSON Total	\$ 75.00
TARA AYLSWORTH Total	\$ 141.48
TARGET INFORMATION Total	\$ 106.82
TBAISD Total	\$ 289.42
Teamsters Local 214 Total	\$ 5,902.00
TELE-RAD, INC. Total	\$ 4,435.64
TENURGY LLC Total	\$ 1,208.85
TERESA JEAN SCOLLON Total	\$ 26.73
TERI QUINN Total	\$ 9.40
THE BEHLER-YOUNG COMPANY Total	\$ 168.81
THE HARTFORD INSURANCE Total	\$ 300.00
THE HOME DEPOT CRC Total	\$ 623.67
THE MAPLE CLINIC, INC Total	\$ 210.00
THE TROPHY TROLLEY Total	\$ 24.00
THIRLBY AUTOMOTIVE Total	\$ 18.20
THOMAS ARTHUR HIGGINBOTTO Total	\$ 16.50
THOMAS J SEGER Total	\$ 2,345.00
THOMAS W. MCDONALD, JR. Total	\$ 543.46
THOMSON REUTERS - WEST Total	\$ 4,516.68
TIG INSURANCE COMPANY Total	\$ 85.50
TIMOTHY WILLIAM BEAUDRIE Total	\$ 175.00
TITLE CHECK LLC Total	\$ 10,573.91
TNT ELECTRICAL SYSTEMS, I Total	\$ 31.00

<b>Payee Name</b>	<b>Amount</b>
TODD LEE BEEMAN Total	\$ 42.50
TOKAY SOFTWARE Total	\$ 3,200.00
TOMAHAWK LIVE TRAP LLC Total	\$ 34.84
TOM'S FOOD MARKET Total	\$ 170.00
TOP LINE ELECTRIC LLC Total	\$ 19,170.00
TOTAL COURT SERVICES OF M Total	\$ 23,091.47
TRANSUNION RISK AND ALTER Total	\$ 114.95
TRAVERSE AREA DISTRICT LI Total	\$ 114.15
TRAVERSE AREA SUPPORT SER Total	\$ 1,896.00
TRAVERSE BAY AREA CREDIT Total	\$ 138.46
TRAVERSE BAY MARINE INC. Total	\$ 1,301.84
TRAVERSE BODY & PAINT CEN Total	\$ 2,067.00
TRAVERSE CITY AREA PUBLIC Total	\$ 7,526.62
TRAVERSE CITY FLEET REPAI Total	\$ 2,440.55
TRAVERSE CITY LIGHT & POW Total	\$ 29,065.61
TRAVERSE CITY RECORD EAGL Total	\$ 1,979.90
TRAVERSE CITY ROLLER DERB Total	\$ 210.00
TRAVERSE CITY TREASURER Total	\$ 347,074.03
TRAVERSE NARCOTICS TEAM Total	\$ 120.00
TRAVERSE REPRODUCTION & S Total	\$ 48.64
TRI-GAS DISTRIBUTING CO. Total	\$ 978.04
TYLER CLARK Total	\$ 517.97
ULINE Total	\$ 312.00
UNITED COUNTY OFFICERS AS Total	\$ 110.00
UNITED PARCEL SERVICE Total	\$ 100.00
UNIVERSAL UNDERWRITERS IN Total	\$ 50.00
US BANK EQUIPMENT FINANCE Total	\$ 262.69
USA BLUE BOOK Total	\$ 583.14
VARI PRO BENEFIT ADMINISTR Total	\$ 18,341.36
VERIZON WIRELESS Total	\$ 2,264.10
VICTOR HOFFMAN Total	\$ 15.00
VICTORIA RHODES Total	\$ 75.00
VINCENT J MALONEY Total	\$ 2,445.00
WALMART Total	\$ 574.32
WALMART COMMUNITY CARD Total	\$ 283.02
WALT STEUER PUMPING SERVI Total	\$ 2,328.41
WARD EATON TOW, INC. Total	\$ 62.00
WASH-N-GO CARWASH Total	\$ 18.00
WAYNE COUNTY SHERIFF Total	\$ 73.26
WAYNE STATE UNIVERSITY Total	\$ 990.00
WELLS FARGO BANK Total	\$ (41.00)
WENDY S HIRSCHENBERGER Total	\$ 491.61
WEST MICHIGAN C.U. Total	\$ 50.00
WEST MICHIGAN STAMP & SEA Total	\$ 52.70
WHITEWATER TOWNSHIP Total	\$ 1,191.93
WICKLANDER-ZULAWSKI & ASS Total	\$ 445.00

<b>Payee Name</b>	<b>Amount</b>
WILL & ANGELA KLEEHAMMER Total	\$ 223.53
WILLIAM & MARY POLLARD Total	\$ 200.00
WILLIAM DEAN NUMERICK Total	\$ 203.87
WILLIAM GEORGE SMETHELLS Total	\$ 43.50
WILLIAMS & BAY PUMPING SE Total	\$ 6,760.76
WILLIAMS CHEVROLET Total	\$ 580.65
WINDEMULLER ELECTRIC INC. Total	\$ 376.25
WMU HOMER STRYKER MD SCHO Total	\$ 17,412.00
WOMEN'S RESOURCE CENTER Total	\$ 550.00
WRIGHT EXPRESS FLEET SERV Total	\$ 27.27
YORK RISK SERVICES GROUP, Total	\$ 12,220.76
ZACHARY RYAN EGERER Total	\$ 25.00
ZIMMERMAN LONG, PLLC Total	\$ 1,716.00
<b>Grand Total</b>	<b>\$ 4,172,723.72 ✓</b>

RESOLUTION

**XX-2019**

**Finance Department  
January 2019 Claims Approval**

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

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

APPROVED: February 20, 2019



## Action Request

Meeting Date:	February 20, 2019		
Department:	Finance	Submitted By:	Dean Bott
Contact E-Mail:	dbott@grandtraverse.org	Contact Telephone:	922-4680
Agenda Item Title:	FY2019 Budget Amendments		
Estimated Time:	Board Packet	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No
	(In minutes)		

### Summary of Request:

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

### Suggested Motion:

Approve FY2019 budget amendments as presented.

### Financial Information:

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

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

<b>Reviews:</b>	Signature	Date
Finance Director	Dean Bott	2/7/2019
Human Resources Director		
Civil Counsel		
<b>Administration:</b>	<input type="checkbox"/> Recommended	Date:
Miscellaneous:		

### Attachments:

Attachment Titles:  
Budget Amendments Fiscal Year 2019



# GRAND TRAVERSE COUNTY Budget Amendment Request

Department: Prosecuting Attorney

Submitted by: K. Pahl

Budget Number: 27186

## Budget Adjustment Option:

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

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

\*Requires board approval

<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease			Account Name	Amount
Account Number					
101 229	546.04			Victims Rights - State Revenue	7,061.00

7,061.00

<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease			Account Name	Amount
Account Number					
101 229	743.08			Victims Assistance	5,561.00
101 229	743.40			Supplies VR Grant	1,500.00

7,061.00

Check Figure -

The State of Michigan Department of Health and Human Services awarded an increase to the FY2019 Victim Rights State Grant amount. Built into this Increase is a 5% Ancillary Direct Victim Needs allocation, along with an additional \$1,500 for supplies used to assist victims covered under this program. Notification of this increased allocation came subsequent to our 2019 budget approval. The additional funds will need to be used prior to the end of the State budget period ending September 30, 2019.

Signature: K. Pahl

Accountant Approval: C.A. Wolf

Finance Director Approval: Sean Roth

Date: 1/22/2019

Date: 1/7/19

Date: 2/8/19

Board of Commissioner Meeting Approval Date: 2/20/19



# GRAND TRAVERSE COUNTY Budget Amendment Request

Department: Parks and Recreation  
Submitted by: Ryan Walsh, Office Manager  
Budget Number: 27177

## Budget Adjustment Option:

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

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

\*Requires board approval

<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease	Account Number	Account Name	Amount
		208 751 702.00	Full Time & Regular Part Time	2,873.00
		208 751 705.00	Personal Leave	111.00
		208 751 715.00	FICA	228.00
		208 751 716.02	Short & L-T Disability	29.00
		208 751 717.00	Life Insurance	8.00
		208 751 718.05	Retirement DB	179.00
		208 751 719.00	Workers' Compensation	3.00
		208 752 702.00	Full Time & Regular Part Time	5,745.00
		208 752 705.00	Personal Leave	222.00
		208 752 715.00	FICA	457.00
		208 752 716.02	Short & L-T Disability	58.00
		208 752 717.00	Life Insurance	16.00
		208 752 718.05	Retirement DB	358.00
		208 752 719.00	Workers' Compensation	6.00
		208 757 702.00	Full Time & Regular Part Time	2,873.00
		208 757 705.00	Personal Leave	111.00
		208 757 715.00	FICA	228.00
		208 757 716.02	Short & L-T Disability	29.00
		208 757 717.00	Life Insurance	8.00
		208 757 718.05	Retirement DB	179.00
		208 757 719.00	Workers' Compensation	3.00
		208 759 702.00	Full Time & Regular Part Time	2,873.00
		208 759 705.00	Personal Leave	111.00
		208 759 715.00	FICA	228.00
		208 759 716.02	Short & L-T Disability	29.00
		208 759 717.00	Life Insurance	8.00
		208 759 718.05	Retirement DB	179.00
		208 759 719.00	Workers' Compensation	3.00
				17,155.00

<input type="checkbox"/> Increase	<input checked="" type="checkbox"/> Decrease	Account Number	Account Name	Amount
		208 752 703.00	Part Time Temporary	17,155.00
				17,155.00

Check Figure

To amend original budget to reflect the payroll split in 2019 for a temporary employee made permanent effective 1/1/2019. This decision was made subsequent to the final 2019 budget presented to the Board of Commissioners in November 2018.

Signature: Ryan Walsh Date: 1/25/2019  
Accountant Approval: C.A. Walsh Date: 1/30/19  
Finance Director Approval: Team Port Date: 2/2/19  
Board of Commissioner Meeting Approval Date: 2/20/19



## GRAND TRAVERSE COUNTY Budget Amendment Request

Department: Capital Improvements Fund

Submitted by: Dean Bott

Budget Number: 27160/27162/ 27170

### Budget Adjustment Option:

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

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

\*Requires board approval

<input checked="" type="checkbox"/> Increase Account Number	<input type="checkbox"/> Decrease Account Name	Amount
472-000-401.00	Fund Balance	931,500.00
472-000-582.00	Local Grants	27,500.00

959,000.00

<input checked="" type="checkbox"/> Increase Account Number	<input type="checkbox"/> Decrease Account Name	Amount
472-000-976.01	Improvements	228,500.00
472-000-977.00	Machinery & Equipment	18,500.00
472-000-978.00	Vehicles	160,000.00
472-000-977.10	IT & System Software	552,000.00

959,000.00

Check Figure -

### Summary:

Amend Capital Improvement Fund Budget for planned IT Technology Upgrades, Improvements, Vehicles, and Equipment purchases approved as part of the 2019 Budget and based on available fund balance in the fund.

Signature: Dean Bott Date: 1/21/2019

Accountant Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director Approval: Dean Bott Date: 1/21/2019

Board of Commissioner Meeting Approval Date: 2/6/2019

R E S O L U T I O N

**XX-2019**

**Finance Department  
Budget Amendments**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on February 20, 2019, and reviewed budget amendments for Fiscal Year 2019 that have been requested by the Director of Finance and are recommended for approval; and,

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

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

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

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

APPROVED: February 20, 2019



## Action Request

Meeting Date:	February 20, 2019		
Department:	Administration	Submitted By:	Chris Forsyth
Contact E-Mail:	cforsyth@grandtraverse.org	Contact Telephone:	922-4780
Agenda Item Title:	Traverse Area District Library Board Member Selection Policy		
Estimated Time:	10 minutes (in minutes)	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

### Summary of Request:

Deputy Civil Counsel Kit Tholen and I drafted the enclosed policy that should provide Commissioners with guidance in selecting TADL board members pursuant to the interlocal agreement that created the board. We are requesting that Commissioners consider the policy and adopt a resolution approving it.

### Suggested Motion:

RESOLVED. the Board of Commissioners adopt the Traverse Area District Library Board Member Selection Policy as drafted and presented by County Administration and Deputy Civil Counsel.

### 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:

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

### Attachments:

#### Attachment Titles:

Traverse Area District Library Member Selection Policy

**Grand Traverse County  
Traverse Area District Library Board Member Selection Policy**

- I. **Policy Statement:** The purpose of this policy is to provide the Board of Commissioners guidance in appointing members to the Traverse Area District Library (“TADL”) Board as provided in the Traverse Area District Library Agreement (“the TADL Agreement”), which Grand Traverse County and City or City of Traverse City executed on December 16, 2013.
- II. **Statutory Authority:** The Board of Commissioners may enter into intergovernmental contracts with other municipal entities pursuant to MCL 124.1 et seq. The Board of Commissioners may also establish rules and regulations to manage the interest and business of the County under MCL 46.11.
- III. **Policy Standards:** Consistent with Section A(1) through (4) of the TADL Agreement, County Commissioners shall use the following criteria when selecting a member of the TADL Board of Directors:
  1. Under the terms of the Agreement, the County Board of Commissioners selects five of the seven members of the TADL Board. All five of the County’s appointees must be County residents.
  2. The Board shall not appoint a member who resides in the same district as another County appointed member of the TADL Board. By way of an example, if a County resident who resides in District 1 serves on the TADL Board term ending in 2020, and in 2019, another member’s term ends thereby causing a vacancy on the Board, the Board of Commissioners may not appoint a resident of District 1 to fill that vacancy.
  3. If a vacancy exists on the TADL Board, prior to filling the vacancy, the County Administrator, acting on behalf of the Board of Commissioners, shall send a letter to the boards of the member libraries - Fife Lake Public Library, Interlochen Public Library and Peninsula Community Library. In this letter, the Administrator will ask each member library board to provide recommendations for appointment of a resident who resides in the member library commission districts. The Fife Lake Public Library covers District 7, Interlochen Public Library, Districts 4 and 5, and Peninsula Community Library District 1. The Administrator will request a response be provided from each member library board within 14 days of the date of the letter.
  4. If the member library board provides the County Administrator with the names of recommended residents, County Administration staff shall contact these individuals, and request that they submit applications to serve on the TADL Board if they desire to serve on the TADL Board.
  5. County Administration staff shall also advertise a vacancy by posting notice of the vacancy in the Record Eagle and on the County’s website. The advertisement shall requests county residents to submit applications to County Administration.

6. County Administration staff shall submit the names of all applicants, including those recommended by the member library boards and those who submitted applications in response to the advertisement, to a Board of Commissioner Ad Hoc Committee whose purpose is to review the names of all residents who desire to serve on the TADL Board, interview the applicants, and recommend to the Board of Commissioners selection of an applicant to serve as a member of the TADL Board.
7. If the member library boards provide names of recommended residents for appointment, and those individuals submitted applications to County Administration, the Ad Hoc Committee shall give the recommended applicants preference. "Preference" means that if the Ad Hoc Committee is considering multiple applicants and all possess the same backgrounds, qualifications, interpersonal skills, and suitability for the position, then the Board of Commissioners shall select the member-library-board-recommended applicant provided the other criteria outlined above in Paragraphs 1 and 2 are satisfied.
8. If none of the member library boards responds to the Administrator's letter then, County Administration staff shall submit the applications of those who responded to the advertisement. The Ad Hoc Committee shall select an appointee to the TADL Board after considering where each candidate resides and making a good faith effort to ensure geographic diversity on the TADL Board and representation for districts with member libraries. Such efforts should not, however, be considered more important than appointment of the most qualified candidates.
9. County Administration staff shall provide the Ad Hoc Committee with a copy of this policy, and the TADL Agreement prior to the meeting where the Committee will interview candidates and make a selection. In making a selection, a member of the Ad Hoc Committee who moves to select an applicant for appointment shall state the basis for the selection with reference to this policy and the TADL Agreement.

IV. **Policy Review.** The Board of Commissioners shall review this Policy at least every three years, or when the Board of Commissioners and City Commissioners terminate, amend or enter into a new TADL Agreement.

R E S O L U T I O N

**XX-2019**

**Approval of the Traverse Area District Library Board Selection Policy**

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on February 20, 2019, reviewed the proposed Traverse Area District Library Board Selection Policy for Grand Traverse County; and,

WHEREAS, County Administration and Deputy Civil Counsel drafted and presented the Traverse Area District Library Board Selection Policy; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS THAT Grand Traverse County approves the Traverse Area District Library Board Selection Policy attached hereto and hereby becoming a part of this resolution.

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

APPROVED: February 20, 2019



## Action Request

Meeting Date:	2/20/2019		
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:	Refunding Grand Traverse County Wastewater Treatment Bonds		
Estimated Time:	5 minutes <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input type="radio"/> No

### Summary of Request:

Bond counsel has reviewed the Grand Traverse County - Traverse City Wastewater Treatment Plant Upgrade Refunding Bonds, Series 2011 and has identified that outstanding bonds totalling \$6,450,000 and bearing a coupon interest rate of 4.0% could be refunded and generate approximately \$150,000 in savings due to the lower interest rates that are anticipated with the refunding bonds. With a refunding bond issue the current or prior bonds are retired and replaced with a new series of bonds. The term of the bonds does not change and we anticipate that we can issue the refunding bonds at interest rates ranging from 2.4 to 2.6% versus the coupon rate of 4.0% on the current bonds. The county treasurer and finance director have worked with the City of Traverse City and the townships of Acme, East Bay, Elmwood, Garfield, and Peninsula to explain the process and the potential savings. The Board of Public Works will consider a resolution to authorize the refunding bonds at their meeting on February 14, 2019. We are considering a Request for Proposals to local banks initially to sell the refunding bonds. If we are not able to realize favorable interest rates using this process we would then look at the more traditional method of bond sale which would then require a bond rating and the sale of the bonds in the financial markets.

### Suggested Motion:

Discussion and approval of the attached Resolution to authorize the issuance of the Grand Traverse County - Wastewater Treatment Plant Upgrade Refunding Bonds, Series 2019.

### 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	Dean Bott	13-Feb-19	
Human Resources Director			
Civil Counsel			
<b>Administration:</b>	<input type="checkbox"/> Recommended	Date:	
<u>Miscellaneous:</u>			

### Attachments:

Attachment Titles:

**COUNTY OF GRAND TRAVERSE  
BOARD OF COMMISSIONERS**

At a \_\_\_\_\_ meeting of the Board of Commissioners of the County of Grand Traverse held in the Grand Traverse County Administration Building in the City of Traverse City, Michigan on the \_\_\_\_\_ day of \_\_\_\_\_ 2019, at \_\_\_\_:\_\_\_\_.m. Eastern Standard Time there were:

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

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

The following preamble and resolution were offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

**RESOLUTION TO AUTHORIZE THE ISSUANCE  
OF NOT TO EXCEED \$6,600,000  
GRAND TRAVERSE COUNTY – WASTEWATER TREATMENT PLANT UPGRADE  
REFUNDING BONDS, SERIES 2019**

WHEREAS, pursuant to the provisions of Act No. 185, Public Acts of Michigan, 1957, as amended ("Act 185"), the City of Traverse City, the Township of Acme, the Charter Township of East Bay, the Charter Township of Garfield and the Township of Peninsula, all located in the County of Grand Traverse as well as the Charter Township of Elmwood located in the County of Leelanau (together the "Municipalities") and the County of Grand Traverse (the "County") have entered into a contract dated as of March 1, 2002 (the "Contract") governing the Traverse City Wastewater Treatment Plant Upgrade (2002 Project) pursuant to which the Grand Traverse County - Traverse City Wastewater Treatment Plant Upgrade (2002 Project) Bonds, dated July 1, 2002 (the "2002 Bonds") were issued in the original principal amount of \$32,900,000 to defray the cost of upgrading the Traverse City Wastewater Treatment Plant; and

WHEREAS, pursuant to the provisions of Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"), the Charter Township of Garfield (the "Township") and the County of Grand Traverse (the "County") among others have entered into a contract dated as of March 1, 2002 (the "Contract") governing the Traverse City Wastewater Treatment Plant Upgrade Refunding Bonds pursuant to which the Grand Traverse County - Traverse City Wastewater Treatment Plant Upgrade Refunding Bonds, Series 2011, (the "Prior Bonds") were issued in the original principal amount of \$32,900,000 to defray the cost of refunding the Prior Bonds; and

WHEREAS, the Prior Bonds remain outstanding in the aggregate principal amount of \$6,450,000 maturing in various principal amounts on May 1 in the years 2019 through 2022 and bear interest at a rate of 4.00%; and

WHEREAS, Public Act No. 34 of the Public Acts of Michigan, 2001, as amended ("Act 34"), authorizes the County to refund all or any part of its funded indebtedness; and

WHEREAS, the County and the Municipalities have determined that a significant cost savings can be achieved by refunding all or part of the outstanding Prior Bonds; and

WHEREAS, the governing bodies of the Municipalities have adopted or will adopt a resolution requesting and authorizing the County to issue its refunding bonds for the purpose of refunding all or part of the Prior Bonds issued to finance the Project and paying the costs of issuing the refunding bonds and has covenanted and agreed to continue to make payments to the County in accordance with the Contract in amounts sufficient to pay the principal of and interest on the Refunding Bonds and all paying agency fees and other expenses and charges (including the Board of Public Work's administrative expenses) which are payable on account of the Prior Bonds and the refunding bonds; and

WHEREAS, the Board of Public Works has recommended that this resolution be adopted in order to effect the refunding of all or part of the Prior Bonds and the Board of Public Works has determined that it is in the best interest of the Municipalities and the County that such refunding be undertaken.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. AUTHORIZATION OF BONDS - PURPOSE. Bonds of the County, aggregating the principal sum of not to exceed Six Million Six Hundred Thousand Dollars (\$6,600,000) (the "Refunding Bonds") shall be issued and sold pursuant to the provisions of Act 34, and other applicable statutory provisions, for the purpose of refunding all or part of the Prior Bonds; subject, however, to adjustment as described under "DECREASE IN AGGREGATE AMOUNT OF REFUNDING BONDS", Section 4.

2. BOND DETAILS. The Refunding Bonds shall be designated "Grand Traverse County – Wastewater Treatment Plant Upgrade Refunding Bonds, Series 2019"; shall be dated as of such date as shall be approved by the County Treasurer at the time of sale; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding 6% per annum to be determined upon the sale thereof payable on such dates as shall be determined by the County Treasurer at the time of sale; and shall mature on such dates and in such years as shall be determined by the County Treasurer at the time of sale.

3. ADJUSTMENT OF REFUNDING BOND MATURITIES. The County Treasurer is authorized by order in the form attached as EXHIBIT A to adjust the amounts of the maturities of the Refunding Bonds, as set forth in Section 4.

4. DECREASE IN AGGREGATE AMOUNT OF REFUNDING BONDS. In the event the amount necessary to refund the Prior Bonds shall be less than \$6,600,000, the County Treasurer shall decrease the principal amount of the Refunding Bonds by any amount, to the extent required to avoid the issuance of more Refunding Bonds than will be required in light of the amount of Refunding Bonds to be issued and bids received, which decrease may be applied to any one or more of the maturities and the Request for Proposal attached as EXHIBIT B shall so provide or be changed accordingly. In the event that any one or more of the Municipalities determines to contribute additional amounts toward the refunding of the bonds, the bonds shall further be reduced by the amount of such contribution.

5. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the Refunding Bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the bonds to the bond registrar and paying agent as they severally mature. Interest shall be paid to the registered owner of each bond as shown on

the registration books at the close of business on the fifteenth day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.

6. PRIOR REDEMPTION. The Refunding Bonds shall not be subject to redemption prior to maturity.

7. (A) BOND REGISTRAR AND PAYING AGENT/BOOK ENTRY DEPOSITORY TRUST. The County Treasurer shall designate, and shall enter into an agreement with, a bond registrar and paying agent for the Refunding Bonds which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The County Treasurer from time to time as required may designate a similarly qualified successor bond registrar and paying agent. If so designated the Refunding Bonds shall be deposited with a depository trustee designated by the Director who shall transfer ownership of interests in the Refunding Bonds by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Refunding Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Director after consultation with the depository trustee. The Director is authorized to enter into any depository trust agreement on behalf of the Department of Public Works upon such terms and conditions as the Director shall deem appropriate and not otherwise prohibited by the terms of this Resolution, which Contract shall be executed by the Director. The depository trustee may be the same as the Registrar otherwise named by the Director, and the Refunding Bonds may be transferred in part by depository trust and in part by transfer of physical certificates as the Director may determine.

(B) Exchange and Transfer of Bonds.

(i) The Refunding Bonds, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Refunding Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Refunding Bonds.

(ii) The Refunding Bonds shall be transferable upon the books of the County, which shall be kept for that purpose by the bond registrar and paying agent, only upon surrender of such Refunding Bonds together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

(iii) Upon the exchange or transfer of the Refunding Bonds, the bond registrar and paying agent on behalf of the County shall cancel the surrendered Refunding Bonds and shall authenticate and deliver to the transferee new Refunding Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Refunding Bonds. If, at the time the bond registrar and paying agent authenticates and delivers new Refunding Bonds pursuant to this Section, payment of interest on the Refunding Bonds is in default, the bond registrar and paying agent shall endorse upon the new Refunding Bonds the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is \_\_\_\_\_, \_\_\_\_."

(iv) The County and the bond registrar and paying agent may deem and treat the person in whose name the Refunding Bonds shall be registered upon the books of the County as the absolute owner of such Refunding Bonds, whether such Refunding Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Refunding

Bonds and for all other purposes, and all payments made to any such registered owner, or upon his or her order, in accordance with the provisions of Section 5 of this Resolution shall be valid and effectual to satisfy and discharge the liability upon such Refunding Bonds to the extent of the sum or sums so paid, and neither the County nor the bond registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

(v) For every exchange or transfer of the Refunding Bonds, the County or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

(vi) The bond registrar and paying agent shall not be required to transfer or exchange the Refunding Bonds or portion of the Refunding Bonds which has been selected for redemption.

8. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The Refunding Bonds shall be executed in the name of the County by the facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent, and the seal of the County (or a facsimile thereof) shall be impressed or imprinted on the Refunding Bonds. After the Refunding Bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the County Treasurer to the purchaser upon receipt of the purchase price. Additional Refunding Bonds bearing the facsimile signature of the Chairman of the Board of Commissioners and the County Clerk and upon which the seal of the County (or a facsimile thereof) is impressed or imprinted may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of the Refunding Bonds. The bond registrar and paying agent shall indicate on each Refunding Bond the date of its authentication.

9. QUALIFIED TAX-EXEMPT OBLIGATIONS. The Bonds are not to be designated as "qualified tax-exempt obligations" as described in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended unless, at the time the Request for Proposal is circulated, it is determined that the Refunding Bonds are eligible for such designation, in which event the Request for Proposal shall be so changed and the Refunding Bonds shall be so designated.

10. ESCROW AGENT: Proceeds from the Refunding Bonds will be transferred to The Huntington National Bank, Grand Rapids, Michigan, as escrow agent (the "Escrow Agent") under an escrow agreement (the "Agreement"), who will use such proceeds to acquire investment obligations sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds when due or upon the first permissible redemption date for the Refunded Bonds.

11. FORM OF BONDS. The Refunding Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA-STATE OF MICHIGAN

GRAND TRAVERSE COUNTY – WASTEWATER TREATMENT PLANT UPGRADE  
REFUNDING BONDS, SERIES 2019

INTEREST RATE DATE OF MATURITY DATE OF ORIGINAL ISSUE CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

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**FOR VALUE RECEIVED**, the County of Grand Traverse, State of Michigan (the "County"), acknowledges itself indebted to, and for value received, hereby promises to pay to, CEDE & CO., as nominee for THE DEPOSITORY TRUST COMPANY, New York, New York (the "Depository Trustee"), the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided. The Depository Trustee will act as securities depository for this refunding bond (the "Refunding Bond") and the other bonds of this series. Purchases of beneficial interests in the refunding bonds will be made in book-entry-only form, in denominations of \$5,000 each or any integral multiple thereof. The refunding bonds have an original issuance date of \_\_\_\_\_, \_\_\_\_\_, and will bear interest from the Date of Issuance payable on \_\_\_\_\_ 1, \_\_\_\_\_, and semiannually thereafter on the first day of \_\_\_\_\_ and \_\_\_\_\_ in each year to and including the Maturity Date or earlier redemption of this Refunding Bond. The principal, premium (if any) and interest on the refunding bonds will be paid at the principal corporate trust office of \_\_\_\_\_, the paying agent and bond registrar (the "Bond Registrar"). So long as the Depository Trustee or its nominee, CEDE & CO., is the registered owner of the refunding bonds, such payments will be made directly to the Depository Trustee or such nominee. Disbursement of such payments to the Depository Trustee is the responsibility of the Depository Trustee, and disbursements of such payments to the beneficial owners is the responsibility of the Depository Trustee Participants and Indirect Participants. Such payments of principal, premium (if any) or interest are payable in lawful money of the United States of America.

This Refunding Bond is one of a series of refunding bonds, aggregating the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), being issued by said County under, pursuant to, and in full conformity with the Constitution and statutes of the State of Michigan [especially Act No. 185, Public Acts of Michigan, 1957, as amended,] and Act No. 34, Public Acts of Michigan, 2001, as amended, and resolutions adopted by the Board of Commissioners of the County and the Board of Public Works of the County (the "Resolutions") to provide funds to be deposited with \_\_\_\_\_, Michigan as escrow agent (the "Escrow Agent"), under an escrow agreement dated as of \_\_\_\_\_. The Escrow Agent will use such proceeds, to acquire non-callable direct obligations of the United States which, when paid in accordance with their terms, will provide sufficient funds (i) to pay when due, to and including \_\_\_\_\_, \_\_\_\_\_, the interest on part of the County's \_\_\_\_\_ maturing in the years \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_ (such outstanding bonds referred to as the "Refunded Bonds") and (ii) on \_\_\_\_\_, \_\_\_\_\_ to redeem said Refunded Bonds at the redemption price of \_\_\_\_\_ percent (\_\_\_\_%) of the principal amount thereof. The Refunded Bonds were issued for the purpose of defraying the cost of \_\_\_\_\_ servicing the \_\_\_\_\_, Michigan (the "\_\_\_\_\_") and are payable primarily from the proceeds of contractual payments to be paid by the \_\_\_\_\_ of \_\_\_\_\_ (together the "Municipalities") to the County, pursuant to the Grand Traverse County \_\_\_\_\_ Contract, dated \_\_\_\_\_ (the "Contract") between the Municipalities and the County. As security for the payment of the principal of, premium (if any) and interest on the Refunded Bonds, the full faith and credit of the County has also been pledged. Refunding bonds of this

issue shall constitute obligations of the same character as the Refunded Bonds and shall be construed to be a continuation of the Refunded Bonds.

The date of record for the payment of principal of, premium (if any) or interest on this Refunding Bond shall be the fifteenth (15) day of the month preceding the date such payment is due.

This Refunding Bond and the other refunding bonds of this series have \_\_\_\_ been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Refunding bonds maturing prior to \_\_\_\_\_ 1, \_\_\_\_ shall not be subject to redemption prior to maturity. Refunding bonds maturing on or after \_\_\_\_\_ 1, \_\_\_\_ shall be subject to redemption prior to maturity at the option of the County, in any order, in whole or in part, at par on any interest payment date on or after \_\_\_\_\_ 1, \_\_\_\_\_. Bonds of a denomination greater than \$5,000 may be partially redeemed in the amount of \$5,000 or any integral multiple thereof. If less than all of the refunding bonds maturing in any year are to be redeemed, the refunding bonds or portions of bonds to be redeemed shall be selected by lot. In case less than the full amount of an outstanding refunding bond is called for redemption, the Bond Registrar, upon presentation of the refunding bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original refunding bond not called for redemption of the same maturity and bearing the same interest rate.

Not less than thirty (30) days' notice of redemption for the refunding bonds to be called for redemption shall be given by mail to each registered owner at the registered address. Refunding bonds or portion of bonds called for redemption shall not bear interest on or after the date fixed for redemption, provided funds are on hand with the Bond Registrar to redeem the same.

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

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF, AND SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH ON THE FRONT SIDE HEREOF.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this Refunding Bond and the other bonds of this series, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the County, including the series of bonds of which this is one, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF**, the County of Grand Traverse, State of Michigan by its Board of Commissioners, has caused this Refunding Bond to be executed in its name by facsimile signatures of the Chairman of its Board of Commissioners and its County Clerk, has caused its corporate seal (or a facsimile thereof) to be impressed or imprinted hereon. This Refunding Bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the County's bond registrar and paying agent, all as of the Date of Original Issue set forth above.

**COUNTY OF GRAND TRAVERSE**

By:

By:

County Clerk

Chairman

### **CERTIFICATE OF AUTHENTICATION**

This Refunding Bond is one of the series of bonds designated "Grand Traverse County – Wastewater Treatment Plant Upgrade Refunding Bonds, Series 2019".

DATE OF AUTHENTICATION:

Authorized Representative as Transfer Agent and Authenticating Agent

### **ASSIGNMENT**

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

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

Signature:

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

Signature Guaranteed:

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

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

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

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

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

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF TRANSFEREE

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

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

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

The signature must be guaranteed by a commercial bank, a trust company or a brokerage firm which is a member of a major stock exchange.

11. SECURITY. The Refunding Bonds shall be issued in anticipation of payments to be made by the Municipalities pursuant to the Contract. As primary security, the full faith and credit of the County are hereby pledged for the prompt payment of the principal of and interest on the Refunding Bonds as the same shall become due. If any one or more of the Municipalities shall fail to make their payments to the County which are sufficient to pay the principal of and interest on the Refunding Bonds as the same shall become due, then an amount sufficient to pay the deficiency shall be advanced from the general fund of the County.

12. BOND PAYMENT FUND. The County shall establish and maintain a bond payment fund (the "Bond Payment Fund") to be used solely for the purpose of (i) paying principal of, premium, if any, and interest on the Refunding Bonds as well as costs, including the fees and expenses of the Bond Registrar, incidental to the Refunding Bonds and (ii) the fees and expenses of the paying agent or paying agents for the Refunding Bonds.

13. INVESTMENTS. Moneys in the Bond Payment Fund may be continuously invested and reinvested in United States government obligations, obligations the principal and interest on which are unconditionally guaranteed by the United States government, or in interest-bearing time deposits selected by the County which are permissible investments for surplus funds under Act No. 20, Public Acts of Michigan, 1943, as amended. Such investments shall mature, or be subject to redemption at the option of the holder, not later than the dates moneys in such fund will be required to pay the principal of and premium, if any, and interest on the Refunding Bonds. Obligations purchased as an investment of moneys in the Bond Payment Fund shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

14. DEPOSITORIES. All of the banks located in the State of Michigan are hereby designated as permissible depositories of the moneys in the funds established by this Refunding Bond Resolution, except that the moneys in the Bond Payment Fund shall only be deposited in such banks where the principal of, premium, if any, and interest on the Refunding Bonds are payable. The County Treasurer shall select the depository or depositories to be used from those banks authorized in this Section."

15. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of and interest on the Refunding Bonds, shall have been deposited in trust, this Bond Resolution shall be defeased and the owners of the Refunding Bonds shall have no further rights under this Bond Resolution except to receive payment of the principal of and interest on the Refunding Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein.

16. PAYMENT OF ISSUANCE EXPENSES - ESCROW FUND. The proceeds of the Refunding Bonds shall be used to pay the issuance expenses of the Refunding Bonds and to establish an escrow fund for the Prior Bonds. After the issuance expenses have been paid or provided for the remaining proceeds shall be used to establish an escrow fund (the "Escrow Fund") consisting of cash and investments in direct obligations of, or obligations the principal of

and interest on which are unconditionally guaranteed by, the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing and used to pay the principal of, interest on and redemption premiums on the Prior Bonds. The Escrow Fund shall be held by a trustee (the "Trustee") in trust pursuant to an escrow agreement (the "Escrow Agreement") which irrevocably shall direct the Trustee to take all necessary steps to pay the interest on the Prior Bonds when due until the call date and to call the Prior Bonds for redemption at such time as shall be determined in the Escrow Agreement. The Board of Public Works is authorized to select the Trustee and enter into the Escrow Agreement on behalf of the County. The amounts held in the Escrow Fund shall be such that the cash and the investments and the income received thereon will be sufficient without reinvestment to pay the principal of, interest on and redemption premiums, if any, on the Prior Bonds when due at maturity or call for redemption as required by the Escrow Agreement.

The Escrow Agreement shall be in substantially the form attached hereto as EXHIBIT C with such changes, additions or deletions as are not inconsistent with this resolution.

17. APPROVAL OF DEPARTMENT OF TREASURY. The issuance and sale of the Refunding Bonds may be subject to permission being granted therefor by the Department of Treasury of the State of Michigan and the Chief Administrative Officer of the County, if necessary, is authorized and directed to make application to the Department of Treasury for permission to issue and sell the Refunding Bonds as provided by the terms of this resolution.

18. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. (a) The County Treasurer is authorized to determine the principal amount of the Refunding Bonds to be sold and to sell the Refunding Bonds at not less than \_\_\_\_% of par plus accrued interest in accordance with the laws of this State. (b) The County hereby determines that either in order to save the cost of publication of an official Notice of Sale that it will sell the Refunding Bonds at a negotiated sale after solicitation of proposals from prospective purchasers by its Financial Advisor. In that event, the County's Financial Advisor is authorized to solicit proposals from at least twenty-five prospective purchasers and to circulate a Request for Proposal at least seven days prior to the date fixed for receipt of proposals for the purchase of the Refunding Bonds. The Request for Proposal shall be in substantially the form attached to this resolution as Exhibit B with such changes therein as are not inconsistent with this resolution and as are approved by the County Treasurer after conferring with Bond Counsel. (c) In the event that the Treasurer determines that it would be better to sell the Bonds at a competitive sale after publication of an "Official Notice of Sale". Once all proposals are received, the County Treasurer shall determine the lowest true interest cost proposed and thereafter award the Bonds to the proposer meeting that criteria. The Bond Counsel and Financial Advisor are hereby designated to act for and on behalf of the County to either receive proposals for the purchase of the Refunding Bonds or working with Bond Counsel to advise the County which bid is lowest after bids were received from the published Notice of Sale and to take all other steps necessary in connection with the sale, issuance, transfer and delivery thereof in accordance with the provisions of this resolution.

19. REPLACEMENT OF BONDS. Upon receipt by the Board of Public Works of proof of ownership of an unmatured Refunding Bond, of satisfactory evidence that the bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the Board of Public Works, the Board of Public Works may authorize the bond registrar and paying agent to deliver a new executed Refunding Bond to replace the Refunding Bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured Refunding Bond is lost, apparently destroyed or wrongfully taken, the Board of Public Works may authorize the bond registrar and paying agent to pay the Refunding Bond without presentation upon the receipt of the same documentation required for the delivery of a replacement Refunding Bond. The bond registrar and paying agent, for each new Refunding Bond delivered or paid without presentation as

provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the County in the premises. Any Refunding Bond delivered pursuant the provisions of this Section 20 in lieu of any Refunding Bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Refunding Bond in substitution for which such Refunding Bond was delivered.

20. TAX COVENANT. The County covenants to comply with all applicable requirements of the Internal Revenue Code of 1986, as amended, necessary to assure that the interest on the Refunding Bonds will be and will remain excludable from gross income for federal income tax purposes. The Board of Public Works and other appropriate County officials are authorized to do all things necessary (including the making of such covenants of the County as shall be appropriate) to assure that the interest on the Refunding Bonds will be and will remain excludable from gross income for federal income tax purposes.

21. OFFICIAL STATEMENT. The County Treasurer is authorized to cause the preparation of an official statement for the Refunding Bonds for purpose of enabling compliance with Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended (the "Rule") and to do all other things necessary to enable compliance with the Rule. After the award of the Refunding Bonds, the County will provide copies of a "final official statement" (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the purchaser thereof to enable such purchaser to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

22. PROFESSIONAL FIRMS. Clark Hill PLC, Detroit, Michigan is hereby appointed to serve as bond counsel and Municipal Financial Consultants, Milford, Michigan is hereby appointed to serve as financial advisor in connection with the issuance of the Refunding Bonds.

23. CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

BE IT FURTHER RESOLVED, that the budget is to be established not to exceed the authorized bonds amount and/or contributions from other sources.

YEAS: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

RESOLUTION ADOPTED.

STATE OF MICHIGAN)

) SS

COUNTY OF GRAND TRAVERSE)

The undersigned, being the duly qualified and acting Clerk of the County of Grand Traverse, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County at a \_\_\_\_\_ meeting held on \_\_\_\_\_, 2019 at which meeting a quorum was present and remained throughout; (2) the original thereof is on file in the records of the proceedings of the County in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

County Clerk

**EXHIBIT A**

**ORDER ADJUSTING MATURITIES**

\$ \_\_\_\_\_  
**COUNTY OF GRAND TRAVERSE**  
**GRAND TRAVERSE COUNTY – WASTEWATER TREATMENT PLANT UPGRADE**  
**REFUNDING BONDS, SERIES 2019**

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The undersigned, County Treasurer, as authorized in the Award Order hereby establishes the final maturities for the above captioned refunding bond issue with interest rates thereon, as follows:

Due ____1	<u>Amount</u>	<u>Rate</u>
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TOTAL	\$ _____
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Dated: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
County Treasurer

**EXHIBIT B**

**OFFICIAL REQUEST FOR PROPOSAL**

\$ \_\_\_\_\_

**COUNTY OF GRAND TRAVERSE**

**State of Michigan**

**GRAND TRAVERSE COUNTY – WASTEWATER TREATMENT PLANT UPGRADE  
REFUNDING BONDS, SERIES 2019**

**SEALED OR ELECTRONIC PROPOSALS:** Sealed proposals for the purchase of the refunding bonds described herein (the "Refunding Bonds") will be received by the undersigned for and on behalf of the County of Grand Traverse (the "County"), acting by and through its Board of Public Works at the Office of the County Treasurer, \_\_\_\_\_, Traverse City, Michigan \_\_\_\_\_, on \_\_\_\_\_, \_\_\_\_\_ until \_\_\_\_:\_\_\_\_ .m., Eastern \_\_\_\_\_ Time, at which time and place said proposals will be publicly opened and read.

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

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

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

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

**The Refunding Bonds will be awarded or all proposals will be rejected by the County Treasurer at a proceeding to be held within twenty-four hours of the sale.**

**REFUNDING BOND DETAILS:** The Refunding Bonds will be dated \_\_\_\_\_ 1, \_\_\_\_\_ and will be known as "Grand Traverse County – Wastewater Treatment Plant Upgrade Refunding Bonds, Series 2019". The Refunding Bonds will be fully registered Refunding Bonds, both as to principal and interest, in any one or more denominations of \$5,000 or a multiple of \$5,000, numbered from 1 upwards and will bear interest from their date of issuance payable \_\_\_\_\_ 1, \_\_\_\_\_ and semi-annually thereafter on each \_\_\_\_\_ 1 and \_\_\_\_\_ 1 until maturity. The Refunding Bonds will mature on \_\_\_\_\_ 1 of each year as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
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**PRIOR REDEMPTION:** The Refunding Bonds shall not be subject to redemption prior to maturity.

**INTEREST RATE AND PROPOSING DETAILS:** The Refunding Bonds shall bear interest at a rate or rates not exceeding 6% per annum, to be fixed by the proposals therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only. All bonds maturing in any one year must carry the same interest rate. THE INTEREST RATE BORNE BY BONDS MATURING IN ANY YEAR SHALL NOT BE AT A RATE LOWER THAN THE RATE BORNE BY BONDS MATURING IN ANY PRECEDING YEAR. No proposal for the purchase of less than all of the Refunding Bonds, at a price less than \_\_\_\_% of their par value or at an interest rate or rates that will result in a net interest cost exceeding 6%, will be considered.

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

**BOOK-ENTRY-ONLY:** The Refunding Bonds will be issued in book-entry-only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Refunding Bonds. Purchase of the Refunding Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in Refunding Bonds purchased. The book-entry-only system is described further in the nearly final official statement for the Refunding Bonds.

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

**PURPOSE AND SECURITY:** The Refunding Bonds are being issued pursuant to Act No. 185, Public Acts of Michigan, 1957, as amended ("Act 185") and; Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"); and the County's Resolution for the purpose of advance refunding the outstanding Grand Traverse County \_\_\_\_\_, dated \_\_\_\_\_ maturing in the years \_\_\_\_ through \_\_\_\_ (the "Refunded Bonds"), of which \$\_\_\_\_\_ remains outstanding. The Refunding Bonds are issued in anticipation of, and are primarily payable from, moneys to be received by the County from the \_\_\_\_\_ (the "Municipalities") and the pursuant to a certain contract between the County and the Municipalities dated as of \_\_\_\_\_ (together the "Contract"), to defray part of the cost of acquiring and constructing the \_\_\_\_\_ as described in the Contract. The

County has irrevocably pledged to the payment of said bonds the total contractual payments, which payments are payable at such times and are established in such amounts as are required to pay the entire principal of and interest on the bonds promptly when due. As additional security for the payment of the bonds and the interest thereon, the County, as authorized by law, has pledged its full faith and credit for the prompt and timely payment thereof, and, to the extent necessary, is obligated by law to levy ad valorem taxes for such purpose, without limitation as to rate or amount.

**ESCROW AGENT:** Proceeds from the Refunding Bonds will be transferred to \_\_\_\_\_, \_\_\_\_\_, Michigan as escrow agent (the "Escrow Agent") under an escrow agreement dated \_\_\_\_\_ 1, \_\_\_\_\_ (the "Agreement"), who will use such proceeds to acquire investment obligations sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds when due or upon the first permissible redemption date for the Refunded Bonds.

**ADJUSTMENT IN PRINCIPAL AMOUNT:** The aggregate principal amount of this issue has been determined as the amount necessary to retire the Refunded Bonds and pay a portion or all of the costs of issuance of the Refunding Bonds, assuming certain conditions and events exist on the date of sale. Following receipt of proposals and prior to final award, the County reserves the right to increase or decrease the aggregate principal amount of the issue by any amount. The increase or decrease will be increments of \$5,000 and may be made in any maturity or maturities. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful proposer for all maturities will not change. The successful proposer may not withdraw the proposal as a result of any changes made within these limits.

**ADJUSTMENT IN DISCOUNT:** In the event the principal amount of this issue is increased or decreased, the discount proposed, if any, will be adjusted downwards so that it is the same percent as the discount originally proposed.

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

**GOOD FAITH:** A certified or cashier's check drawn upon an incorporated bank or trust company or a wire transfer in an amount equal to 2% (\$\_\_\_\_\_) of the face amount of the Refunding Bonds, and payable to the order of the County will be required of the successful proposer as a guarantee of good faith on the part of the proposer, to be forfeited as liquidated damages if such proposal be accepted and the proposer fails to take up and pay for the Refunding Bonds. If a check is used, it must accompany each proposal. If a wire transfer is used, the successful proposer is required to wire the good faith deposit not later than Noon, prevailing Eastern Time, on the next business day following the sale using the wire instructions provided by Municipal Financial Consultants Incorporated. The good faith deposit will be applied to the purchase price of the Refunding Bonds. No interest shall be allowed on the good faith checks, and checks of each unsuccessful proposer will be promptly returned to such proposer's representative or by registered mail. The good faith check of the successful proposer will be

cashied immediately, in which event, payment of the balance of the purchase price of the Refunding Bonds shall be made at the closing.

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

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

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

**"QUALIFIED TAX EXEMPT OBLIGATIONS":** The Refunding Bonds have \_\_\_\_\_ been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

**"ISSUE PRICE":** The winning bidder shall assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form provided by Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Issuer and Bond Counsel. All actions to be taken by the Issuer under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

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

- (1) the Issuer is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;

(3) the Issuer anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the Issuer anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest true interest cost, as set forth in this Notice of Sale.

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

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

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

By submitting a bid, each bidder confirms that, except as otherwise provided in its bid, it has an established industry reputation for underwriting new issuances of municipal bonds, and, further, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5<sup>th</sup>) business day after the sale date; or

(2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

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

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

any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

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

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

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

**DELIVERY OF BONDS:** The County will furnish Refunding Bonds ready for execution at its expense. Refunding Bonds will be delivered without expense to the purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Refunding Bonds, will be delivered at the time of delivery of the Refunding Bonds. If the Refunding Bonds are not tendered for delivery by twelve o'clock noon, Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful proposer may on that day, or any time thereafter until delivery of the Refunding Bonds, withdraw its proposal by serving written notice of cancellation on the undersigned, in which event the County shall promptly return the good faith deposit. Payment for the Refunding Bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the Refunding Bonds shall be paid by the purchaser at the time of delivery.

**UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE:** In order to assist proposers in complying with SEC Rule 15c2-12, as amended, the County and the Municipalities will covenant to undertake (pursuant to resolutions adopted or to be adopted by their governing bodies), to provide annual reports and timely notice of certain events for the benefit of beneficial owners of the Refunding Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Certificate to be executed and delivered by the County and the

Municipalities, a form of which is included in the nearly final official statement and in the final official statement.

### **OFFICIAL STATEMENT:**

#### **Hard Copy**

A copy of the nearly final official statement (the "Nearly Final Official Statement") may be obtained by contacting Municipal Financial Consultants Incorporated at the address listed below. The Nearly Final Official Statement is in a form deemed final as of its date by the County for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion of a final official statement (the "Final Official Statement"). The successful proposer shall supply to the County, within twenty-four (24) hours after the award of the Refunding Bonds, all pricing information and any underwriter identification determined by Bond Counsel to be necessary to complete the Final Official Statement.

#### **Internet**

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

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

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

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

**FURTHER INFORMATION:** Additional information may be obtained from Meredith A. Shanle, Municipal Financial Consultants Incorporated, 21 Kercheval Avenue, Suite 360, Grosse Pointe Farms, Michigan 48236, telephone (313) 884-9824.

### **THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.**

**ENVELOPES:** Envelopes containing the bids should be plainly marked "Proposal for Grand Traverse County – Wastewater Treatment Plant Upgrade Refunding Bonds, Series 2019"

\_\_\_\_\_,  
Grand Traverse County Treasurer



**EXHIBIT C**  
**ESCROW AGREEMENT**

**COUNTY OF GRAND TRAVERSE**

This escrow agreement (the "Agreement"), dated as of \_\_\_\_\_, is between the COUNTY OF GRAND TRAVERSE, Michigan (the "County") and \_\_\_\_\_, Michigan, as escrow agent (the "Escrow Agent").

WHEREAS, the County has previously issued the following bonds of which the principal amounts listed below remain outstanding:

<u>Prior Bonds</u>	<u>Outstanding Principal</u>
--------------------	----------------------------------

**(the "Prior Bonds")**

(all of such outstanding bonds hereinafter referred to as the "Prior Bonds") all bearing interest, due as to principal and subject to redemption as more fully described in *APPENDIX I* to this Agreement.

WHEREAS, for the purpose of paying the principal and interest on the Prior Bonds when due on \_\_\_\_\_ 1, \_\_\_\_\_ and on that date of redeeming the Prior Bonds maturing in the years \_\_\_\_\_ through \_\_\_\_\_ in the total aggregate principal amount of \$\_\_\_\_\_ (the "Refunded Bonds"), the County has, pursuant to a refunding bond resolution adopted on \_\_\_\_\_ (the "Resolution") authorized the issuance of a series of refunding bonds dated \_\_\_\_\_ 1, \_\_\_\_\_, as designated and described in the Resolution and hereafter (the "Refunding Bonds"); and

WHEREAS, pursuant to the Refunding Bond Resolution, the Escrow Agent has been appointed by the County for the purpose of assuring the payment of the principal of, premium (if any) and interest on the Refunded Bonds and the Chairperson and Secretary of the County have been authorized and directed to execute this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below, the County and the Escrow Agent agree as follows for the respective equal and proportionate benefit and security of the holders of the Refunded Bonds;

**Section 1. Appointment of Escrow Agent.** The Escrow Agent is hereby appointed and agrees to act in such capacity to comply with all requirements of this Agreement, and to be custodian of the escrow fund (the "Escrow Fund"), to perform its duties as custodian of the Escrow Fund created under this Agreement, but only upon and subject to the following express terms and conditions:

(a) The Escrow Agent may perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the Standards specified in this Agreement and shall be entitled to advice of counsel concerning all matters of and the duties under this Agreement, and may in all cases pay such reasonable compensation to such counsel and in addition to all such attorneys, agents, receivers and employees as may reasonably be employed in connection

with the same. The Escrow Agent may act upon the opinion or advice of any counsel. The Escrow Agent shall not be responsible for any loss or damage resulting from any action or non-action taken in good faith in reliance upon such opinion or advice.

(b) The Escrow Agent shall not be responsible for any recital in this Agreement, or in the Refunding Bonds or for the validity of the execution by the County of this Agreement or of any supplements to it or instruments of further assurance. The Escrow Agent shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the County, except as set forth in this Agreement. The Escrow Agent shall be only obligated to perform such duties and only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

(c) The Escrow Agent may become the owner of the Refunding Bonds or the Refunded Bonds with the same rights which it would have if not Escrow Agent.

(d) The Escrow Agent shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telex, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Escrow Agent pursuant to this Agreement upon the request or consent of any person who at the time of making such request or consent is the owner of any prior bond, shall be conclusive and binding upon all future owners of the same prior bond.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow Agent shall be entitled to rely upon a certificate of the County signed by (i) the Secretary, or (ii) any other duly authorized person as sufficient evidence of the facts contained in it, but may secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Escrow Agent may accept a certificate of the Secretary to the effect that a resolution in the form attached to such certificate has been adopted by the County as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Escrow Agent to do things enumerated in this Agreement shall never be construed as a duty. The Escrow Agent shall only be responsible for the performance of the express duties outlined in this Agreement and it shall not be answerable for other than its gross negligence or willful default in the performance of those express duties.

(g) At any and all reasonable times the Escrow Agent and its duly authorized agents, attorneys, experts, accountants and representatives, shall have the right fully to inspect any and all of the books, papers and records of the County pertaining to the Refunded Bonds, and to take such memoranda from and in regard to the same as may be desired.

(h) The Escrow Agent shall not be required to give any bond or surety in respect of the execution of the powers contained in or otherwise in respect to this Agreement.

(i) Before taking any action under this Agreement (except making investments, collecting investments and making payments to the paying agents with respect to the Refunded Bonds) the Escrow Agent may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put

and to protect it against all liability except liability which is adjudicated to have resulted from gross negligence or willful default by reason of any action so taken.

(j) The Escrow Agent shall be, and hereby is indemnified and saved harmless by the County from all losses, liabilities, costs and expenses, including attorney fees and expenses, which may be incurred by it as a result of its acceptance of the Escrow Account or arising from the performance of its duties hereunder, unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the bad faith or gross negligence of the Escrow Agent, and such indemnification shall survive its resignation or removal, or the termination of this Agreement.

(k) The Escrow Agent shall, in the event that (i) any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder or (ii) the Escrow Agent shall be uncertain as to how to proceed in a situation not explicitly addressed by the terms of this Agreement whether because of conflicting demands by the other parties hereto or otherwise, be permitted to interplead all of the assets held hereunder into a court of competent jurisdiction, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets. The parties hereto other than the Escrow Agent further agree to pursue any redress or recourse in connection with such a dispute, without making the Escrow Agent a party to the same.

(l) The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Agreement or any other Agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(m) Any banking association or corporation into which the Escrow Agent may be merged converted or with which the Escrow Agent may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(n) In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, at its sole discretion, to obey and comply with all writs, orders or decrees so

entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled set aside or vacated.

**Section 2. Escrow Fund.** On \_\_\_\_\_, \_\_\_\_\_ the County will irrevocably deposit moneys with the Escrow Agent for the account of the County from the proceeds of the Refunding Bonds (\$\_\_\_\_\_) to establish the Escrow Fund for the Refunded Bonds in an amount which together with the income from the escrow assets, shall be held in the Escrow Fund to be maintained by the Escrow Agent and used to pay (i) the interest on the Refunded Bonds that become due on \_\_\_\_\_ 1, \_\_\_\_\_ and (ii) to redeem on said date all of the outstanding and callable Refunded Bonds prior to their scheduled maturity; and to pay the applicable call premiums on the Refunded Bonds in accordance with Section 3 hereof.

**Section 3. Redemption of Refunded Bonds.** The County will redeem, prior to their scheduled maturity, Refunded Bonds as follows:

<u>Prior Bonds</u>	<u>Outstanding Principal</u>
--------------------	----------------------------------

(the "Refunded Bonds")

The County by execution of this Escrow Agreement, hereby authorizes the Escrow Agent to give the paying agent for the Refunded Bonds irrevocable instructions to call the Refunded Bonds and at the expense of the County not more than sixty (60) nor less than forty-five (45) days before \_\_\_\_\_ 1, \_\_\_\_\_, their redemption date. The Escrow Agent shall give to the paying agent for the Refunded Bonds such notice, in substantially the form attached to this Agreement as *APPENDIX II*. The paying agent for the Refunded Bonds shall mail such notice on or before thirty (30) days prior to the redemption date, as set forth in *APPENDIX II*, to the registered owner or owners at the addresses listed on the registration books of the County maintained by the paying agent for the Refunded Bonds.

**Section 4. Investments.** As directed by the County, moneys deposited in the Escrow Fund shall be immediately invested in direct obligations of the United States of America and/or obligations the principal of, premium (if any) and interest on which are fully guaranteed by the United States of America described on *APPENDIX III* ("Investment Securities"), except for \_\_\_\_\_ (\$\_\_\_\_\_) which will be held in the Escrow Fund as the beginning balance for the Refunded Bonds. The Escrow Agent agrees to cause to be purchased United States Government Obligations known as "SLGS" (State and Local Government Series) from the United States Department of Treasury on the date shown in *APPENDIX III*.

The investment income from the Investment Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Escrow Agent shall not sell any Investment Securities. All moneys not invested as provided in this Agreement shall be held by the Escrow Agent as a trust deposit.

**Section 5. Use of Moneys.** Except as expressly provided in this Agreement, no paying agents' fees for the payment of principal of, premium (if any) or interest on the Refunding Bonds or the Refunded Bonds or other charges may be paid from the escrowed moneys or Investment Securities prior to retirement of all Refunded Bonds, and the County agrees that it

will pay all such fees from its other legally available funds as such payments become due prior to such retirement.

**Section 6. Deficiency in Escrow Fund.** At such time or times as there shall be insufficient funds on hand in the Escrow Fund for the payment of the principal of, premium (if any) and interest falling due on the Refunded Bonds, the Escrow Agent shall promptly notify the County of such deficiency, as provided for under Section 12 below.

**Section 7. Reports to County.** The Escrow Agent shall deliver to the County Treasurer a semi-annual statement reflecting each transaction relating to the Escrow Fund; and on or before the first day of February of each year shall deliver to the County a list of assets of the Escrow Fund as of December 31 of said year ended and a transaction statement for the Escrow Fund for the year then ended.

**Section 8. Fees of Escrow Agent.** The Escrow Agent agrees with the County that the charges, fees and expenses of the Escrow Agent throughout the term of this Agreement shall be the total sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) payable on the date of closing, which charges, fees and expenses shall be paid from moneys deposited with the Escrow Agent from bond proceeds.

**Section 9. Payments from Escrow Fund.** The Escrow Agent shall without further authorization or direction from the County, collect the principal of and interest on the Investment Securities promptly as the same shall become due and, to the extent that Investment Securities and moneys are sufficient for such purpose, shall make timely payments out of the Escrow Fund to the proper paying agent or agents or their successors for the Refunded Bonds, of moneys sufficient for the payment of the principal of, premium (if any) and interest on such Refunded Bonds as the same shall become due and payable, all as set out in *APPENDIX IV and APPENDIX V*. The payments so forwarded or transferred shall be made in sufficient time to permit the payment of such principal of, premium (if any) and interest by such paying agent or agents without default. The County represents and warrants that the Escrow Fund will be sufficient to make the foregoing and all other payments required under this Agreement. The paying agent for the Prior Bonds is shown in *APPENDIX I*.

When the aggregate total amount required for the payment of principal of, premium (if any) and interest on the Refunded Bonds have been paid to the paying agent as provided above, the Escrow Agent shall transfer any moneys or Investment Securities then held under this Agreement for the Refunded Bonds to the County, and this Agreement shall cease.

**Section 10. Interest of Bondholders Not Affected.** The Escrow Agent and the County recognize that the holders from time to time of the Refunded Bonds have a beneficial and vested interest in the Investment Securities and moneys to be held by the Escrow Agent as provided in this Agreement. It is therefore recited, understood and agreed that this Agreement shall not be subject to revocation or amendment and no moneys on deposit in an Escrow Fund for the Refunded Bonds can be used in any manner for another series.

**Section 11. Escrow Agent Not Obligated.** None of the provisions contained in this Agreement shall require the Escrow Agent to use or advance its own moneys or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights or powers under this Agreement. The Escrow Agent shall be under no liability for interest on any funds or other property received by it under this Agreement, except as expressly provided.

**Section 12. Payment of Other Amounts.** The County agrees that it will promptly and without delay remit to the Escrow Agent such additional sum or sums of money as may be necessary to assure the payment of any Refunded Bonds and to fully pay and discharge any

obligation or obligations or charges, fees or expenses incurred by the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement that are in excess of the sums provided for under Sections 4 and 6 above.

**Section 13. Segregation of Funds.** The Escrow Agent shall hold the Investment Securities and all moneys received by it from the collection of, principal and interest on the Investment Securities, and all moneys received from the County under this Agreement, in a separate escrow account.

**Section 14. Resignation of Escrow Agent.** The Escrow Agent may resign as such following the giving of thirty (30) days prior written notice to the County. Similarly, the Escrow Agent may be removed and replaced following the giving of thirty (30) days prior written notice to the Escrow Agent by the County. In either event, the duties of the Escrow Agent shall terminate thirty (30) days after the date of such notice (or as of such earlier date as may be mutually agreeable); and the Escrow Agent shall then deliver the balance of the Escrow Fund then in its possession to a successor Escrow Agent as shall be appointed by the County.

If the County shall have failed to appoint a successor prior to the expiration of thirty (30) days following the date of the notice of resignation or removal, the then acting Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief and any such resulting appointment shall be binding upon the County.

Upon acknowledgment by any successor Escrow Agent of the receipt of the then remaining balance of the Escrow Fund, the then acting Escrow Agent shall be fully released and relieved of all duties, responsibilities, and obligations under this Agreement.

**Section 15. Benefit.** This Agreement shall be for the sole and exclusive benefit of the County, the Escrow Agent and the holders of the Refunded Bonds. With the exception of rights expressly conferred in this Agreement, nothing expressed in or to be implied from this Agreement is intended or shall be construed to give to any person other than the parties set forth above, any legal or equitable right, remedy or claim under or in respect to this Agreement.

**Section 16. Severability.** If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained in this Agreement or render the same invalid, inoperative or unenforceable to any extent whatsoever.

**Section 17. Notices.** Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed, by registered or certified mail, postage prepaid or sent by facsimile transmission, except reports as required in Section 7 which may be delivered by regular mail, as follows:

**If to the County:**

**If to the Escrow Agent:**

The County and the Escrow Agent may designate any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent and shall be required to provide written notification of said address change.

**Section 18. Costs of Issuance.** Simultaneously with the transfer of bond proceeds from the Refunding Bonds establishing the Escrow Fund, sufficient moneys from bond proceeds shall be transferred to the Escrow Agent and used to pay all of the costs of issuance for the Refunding Bonds including, but not limited to, financial costs, consultant fees, counsel fees, printing costs, application fees, bond insurance premiums, rating fees and any other fees or costs incurred in connection with the financing. All such costs shall be authorized by the County Treasurer, under the “*Closing Memorandum*”, and shall be paid on \_\_\_\_\_, \_\_\_\_\_.

**Section 19. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it by their duly authorized officers as of the date first above written.

**COUNTY OF GRAND TRAVERSE**

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

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

\_\_\_\_\_

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

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

*APPENDIX I*

**\$32,900,000**

**GRAND TRAVERSE COUNTY - TRAVERSE CITY  
WASTEWATER TREATMENT PLANT UPGRADE (2002 PROJECT) BONDS  
Dated as of July 1, 2002**

**REMAINING ORIGINAL DEBT SERVICE SCHEDULE**

Bond Registrar and Paying Agent:

APPENDIX II

[FORM OF NOTICE OF REDEMPTION]

**NOTICE OF REDEMPTION**

**\$32,900,000**

**GRAND TRAVERSE COUNTY - TRAVERSE CITY  
WASTEWATER TREATMENT PLANT UPGRADE (2002 PROJECT) BONDS**

**Dated as of July 1, 2002**

**DUE \_\_\_\_\_ 1, \_\_\_\_ THROUGH \_\_\_\_\_ 1, \_\_\_\_**

NOTICE IS HEREBY GIVEN that the County of Grand Traverse, Michigan has called for redemption, on \_\_\_\_\_ 1, \_\_\_\_ (the "Redemption Date"), all of the callable outstanding Grand Traverse County - Traverse City, Wastewater Treatment Plant Upgrade (2002 Project) Bonds pursuant to the redemption provisions contained in the Bonds, bearing the original issue date of July 1, 2002, maturing in the principal amounts, on the dates, bearing interest at the rates, with the "CUSIP" numbers, as follows:

<u>Principal</u>	<u>Rate</u>	<u>CUSIPS*</u>	<u>Due</u>
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Said Bonds will be redeemed at \_\_\_\_ % of the par value thereof.

Said Bonds should be surrendered for redemption to \_\_\_\_\_, as paying agent, for payment as of the Redemption Date, after which date all interest on said Bonds shall cease to accrue, whether said Bonds are presented for payment or not.

Bonds may be surrendered for payment as indicated below. The method of delivery is at the option of the holder, but if by mail, registered mail is suggested.

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

Under the provisions of the Interest and Dividend Tax Compliance Act of 1983 and the Comprehensive National Energy Policy Act of 1992, paying agents making payments of principal on municipal securities may be obligated to withhold a 31% tax from remittances to individuals who have failed to furnish the paying agent with a certified and valid Taxpayer Identification Number on a fully completed Form W-9. Holders of the above described Bonds, who wish to avoid the application of these provisions, should submit certified Taxpayer Identification Numbers on I.R.S. Form W-9 when presenting their securities for redemption.

\* No representation is made as to the correctness of the CUSIP numbers either as printed on the Bonds or as contained herein.

**COUNTY OF GRAND TRAVERSE, MICHIGAN**

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

\_\_\_\_\_

APPENDIX III

**\$32,900,000**  
**GRAND TRAVERSE COUNTY - TRAVERSE CITY**  
**WASTEWATER TREATMENT PLANT UPGRADE (2002 PROJECT) BONDS**  
**Dated as of July 1, 2002**

**Investment Securities to be Acquired Pursuant**  
**to the Escrow Agreement**

<u>Purchase</u> <u>Date</u>	<u>Investment</u> <u>Amount</u>	<u>Rate</u>	<u>Maturity</u>	<u>Investment Type</u>
_____	\$ _____	_____ %	_____	_____

\_\_\_\_\_ Uninvested Cash

\$6,600,000 Total Escrow Requirement

APPENDIX IV

**\$32,900,000**

**GRAND TRAVERSE COUNTY - TRAVERSE CITY  
WASTEWATER TREATMENT PLANT UPGRADE (2002 PROJECT) BONDS  
Dated as of July 1, 2002**

**Redemption Schedule**

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Redeemed Principal</u>	<u>Redemption Premium</u>	<u>Total Debt Service</u>
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

*APPENDIX V*

**\$32,900,000**

**GRAND TRAVERSE COUNTY - TRAVERSE CITY  
WASTEWATER TREATMENT PLANT UPGRADE (2002 PROJECT) BONDS  
Dated as of July 1, 2002**

**Escrow Cash Flow**



## Action Request

<b>Meeting Date:</b>	Jan. 16, 2019		
<b>Department:</b>	Facilities	<b>Submitted By:</b>	Joe Berry
<b>Contact E-Mail:</b>	jberry@grandtraverse.org	<b>Contact Telephone:</b>	922-4401
<b>Agenda Item Title:</b>	2nd floor commission chamber audio upgrade		
<b>Estimated Time:</b>	10 <small>(in minutes)</small>	<b>Laptop Presentation:</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No

### Summary of Request:

I am requesting release of funds for the 2nd floor Commission chamber Audio Installation and upgrade in the amount of \$23,524.00. This request was completed using the standard purchasing policy procedures and is being awarded to Waara Technologies, a local Audio/Video Professional Company. Funds will be coming from the CIP budget and cost sharing with the City of Traverse City.

### Suggested Motion:

Approve release of funds in the amount of \$23,524.00 for the audio/visual system upgrade of the 2nd floor commission chamber space.

### Financial Information:

<b>Total Cost:</b>	\$23,524.00	<b>General Fund Cost:</b>		<b>Included in budget:</b>	<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>	<b>Signature</b>	<b>Date</b>	
Finance Director			
Human Resources Director			
Civil Counsel			
<b>Administration:</b>	<input type="checkbox"/> Recommended	<b>Date:</b>	
<b>Miscellaneous:</b>			

### Attachments:

Attachment Titles:

# Commission Chamber Audio Upgrade

<u>Contractor</u>	<u>Lump Sum Bid</u>	
Waara Technologies	\$ 23,524.90	Winning Bid - Local Vendor
State Electric	\$ 39,025.00	
BIS Digital	\$ 66,579.10	

**Retro Conference Room**

Grand Traverse County  
400 Boardman Avenue  
Traverse City, Mi 49684

Proposal

2018-0301  
11/29/2018

## Scope of Work

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Waara Technologies will provide and install New Audio in GT County Meeting Room.

Prices and specifications in this proposal are based on information received to date.

Prices are valid for 60 days from the date of this proposal.

Hardware delivery is typically 30 days or less upon order placement.

Any changes to the project after approval may affect the price of the proposal amount.

Installation of any unspecified owner furnished equipment will be charged in addition.

Waara Technologies is not responsible for manufacture software malfunctions.

Waara Technologies wants to supply our customers with the best and most recent products as possible. Due to product demand, some new releases might take longer than expected to receive.

Due to the nature of product cycles and the length of a project, the products originally specified may no longer be available at the time of installation. In such an event, Waara Technologies will do their best to replace the original product with an equal or better product at no additional cost to the customer. If it is not feasible to do so, the customer will be notified of any additional charges that may be required.

There will be a 25% restocking fee on all custom orders that are return.

## System Descriptions

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### Audio System

*The Audio System provides the ability to listen to music and other audio sources. It includes speakers amplifiers and audio sources and audio distribution. The control interface may be separate since control is often integrated across multiple systems.*

### Control and Integration System

*The Control System is the user interface for control. It simplifies the operation of regular tasks and integrates the various audio, video and environmental systems. The presence of a control system does not by default mean that all systems will be controlled or that remote access is included. The scope of the control system is defined in the proposal.*

### Video System

*The Video System allows you to watch video sources such as cable or Blu-ray video. It includes video displays, video sources and video distribution. The control interface may be separate since control is often integrated across multiple systems.*

### Lighting System

*A Lighting System allows you to control lights and other electronic relays throughout your property. It can sometimes also be part of climate and shade control, and often includes a separate dedicated lighting processor. High voltage devices such as dimmers or switches must be installed by a qualified electrician.*

**Retro Conference Room**

Grand Traverse County  
400 Boardman Avenue  
Traverse City, Mi 49684

**Conference Room**

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- 15 **Shure, Inc CVG18D**  
Centraverse Gooseneck Condenser Microphone



- 15 **SnapAV KIT-ECS-650-IC-6**  
Episode 650 Commercial Series In-Ceiling 70-Volt Speaker with Tile Bridge and 6" Woofer (Each)

- 1 **WaaRa Technologies Custom Labor**  
Labor



- 4 **Control4 ZigBee IO**  
Discreetly placed, the ZigBee IO can provide control of a television and AV receiver using its IR outputs or can be an excellent solution for detecting open and closed states or activating a garage door or gate. Micro USB power supply (included) AC/DC 5-24V (optional)

- 4 WaaRa Technologies Custom Labor  
Labor



- 4 **Airtame Airtame**  
Airtame is a device for streaming content wirelessly.

## Proposal

### Retro Conference Room

Grand Traverse County  
400 Boardman Avenue  
Traverse City, Mi 49684

2018-0301  
11/29/2018



- 5 **Control4 C4-APD277-WH**  
Adaptive Phase Dimmer, 277V (White)



- 6 **Control4 C4-SW120277-WH**  
Wireless switch, 120V/277V, white

**Conference Room Total: \$9,160.00**

### Hallway

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- 2 **SnapAV KIT-ECS-650-IC-6**  
Episode 650 Commercial Series In-Ceiling 70-Volt Speaker with Tile Bridge and 6" Woofer  
(Each)

**Hallway Total: \$230.00**

## Retro Conference Room

Grand Traverse County  
400 Boardman Avenue  
Traverse City, Mi 49684

Proposal

2018-0301

11/29/2018

## Mechanical

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- 1 **Shure PG288PG58-M7**  
Dual Handheld Microphone System



- 1 **SnapAV CR-CDi2000-LSCAPE**  
Crown CDi2000 Amplifier with Preconfigured Episode Landscape Speaker DSP Settings (Each)



- 1 **SnapAV ECA-70MIXAMP-1-60**  
Episode® 70V Mixer-Amplifier | 60W x 1 Channel



- 1 **Apple 11-inch iPad Pro**  
11-inch Ipad Pro



- 1 **Control4 C4-EA3**  
Entertainment and automation controller, perfect fusion of multi-room, high-resolution audio and smart home automation for small to mid-size home

- 1 Waara Technologies Configuration Labor

**Retro Conference Room**

Grand Traverse County  
 400 Boardman Avenue  
 Traverse City, Mi 49684

2018-0301  
 11/29/2018



- 1 **Midas MR18 Tablet-Controlled Mixer**



- 1 **Control4 C4-SW120277-WH**  
Wireless switch, 120V/277V, white

**Mechanical Total:           \$6,319.90**

**Retro Conference Room**

Grand Traverse County  
400 Boardman Avenue  
Traverse City, Mi 49684

Proposal

2018-0301  
11/29/2018

**Price by System** *(includes labor)*

Audio System	\$12,806.15
Control and Integration System	\$6,285.00
Video System	\$1,980.00
Lighting System	\$2,453.75

**Price Detail**

<b>Equipment:</b>	<b>\$15,709.90</b>
<b>Labor:</b>	<b>\$7,815.00</b>
<b>Tax:</b>	<b>\$0.00</b>
<b>Grand Total:</b>	<b>\$23,524.90</b>

Client: Grand Traverse County

Date

Contractor: Waara Technologies

Date



To: Joe Berry  
Director of Facilities Management  
Grand Traverse County  
Facilities Management  
1207 W. Civic Center Dr.  
Traverse City, MI 49686  
(231) 922-4401 Fax (231)922-3532  
jberry@grandtraverse.org

From: Byron Muonio  
Operations Manager  
State Electric Company  
7194 Big Sky Dr., Ste 1  
Holly, MI 48442  
(248)688-7214

Date: 13 December 2018

Topic: **RFQ-Commission Chamber Audio**

State Electric Company is a full service General and Electrical Contractor, in business since 2003, serving the Municipal, Commercial, and Industrial Sectors. We have specialists on staff to address Audio, Video, Surveillance, Fire Alarm, High Voltage, Medium Voltage, and Low Voltage System Design and Installation.

As per scope of work indicated, and per the mandatory site visit, State Electric Company is pleased to bid on the Commission Chamber Audio upgrade project as a lump sum. The lump sum figure includes all System Design and System Integration, and conforms to the specifications provided and summarized below, and will provide a complete and functional system. Following Notice to Proceed, and receipt of material package, we can complete the stated work in less than a week.

### **Summary Requirements**

- Replace 15 existing Shure gooseneck microphones
- Replace 15 existing Ceiling mounted speakers with Commercial grade units
- Replace existing IO controller for TV and audio receivers
- Install provisions for Wireless streaming content
- Install provisions to auto dim lighting to enhance television screen appearance
- Install a remote speaker in the outer hallway outside the commission chambers
- Replace existing Shure du[a]l wireless microphone system
- Provide/Install Crown CDi2000 (or equivalent) Amplifier
- Provide/Install 60W x 1 channel Mixer-Amplifier
- Provide/Install automation controller



- Provide/Install Tablet-Controlled mixer
- Provide ipad tablet to control system
- Clean/replace/repair all audio connectors
- Determine condition of all wiring for age degradation and replace as necessary
- Integrate and install all components into a full working system along with integration with UPNORTH video broadcasting service.

BID

Provide all Tax, Labor, Tools, Material, and Mobilization per Specifications

**\$39,025.00**

Best Regards,

**Byron Muonio**  
Operations Manager



## BIS Digital – Audio Video Integration Solutions

Account Grand Traverse County (MI)

Quote Number Q-8013404-12.11.2018

Opportunity Name Grand Traverse County Boardroom Presentation//Audio  
System Upgrades Proposal

Thank you for the opportunity to submit this proposal for our Digital Court Recorder (DCR), multi-channel audio video (AV) recording solution. Our total turnkey solution includes system design, planning, programming, installation, training, service and support.

### About BIS Digital

BIS Digital, Inc. “captures the record” with our fully integrated communications and multi-media recording solutions. Our technology helps administrators manage courtrooms and judicial proceedings as well as meetings held by city, county, state and federal government. BIS Digital systems also play an integral role in law enforcement, public safety and emergency management operations.

We design systems with fully integrated audio-visual capabilities for optimal workflow and efficiency. Founded in 1982, BIS Digital has the knowledge and experience gained through our large customer base to build the perfect AV system from concept to completion for your environment. We handle everything from planning and design to installation and service. We even purchase all the equipment. Moreover, we’ll make sure your staff is properly trained on using the system to master its operation.

Our solutions may include:

- Multi-channel audio and video recording
- HDMI video presentation
- Virtual and hosted video conferencing
- Digital sound systems
- Camera video
- Live broadcast & CATV production
- Enterprise smart control
- Remote language translation, including American Sign Language

We want to ensure a successful implementation, so all installation, training and support services are provided by certified BIS Digital technicians, not subcontractors. User training will be provided once the installation is *finished*. We also will be available to answer any questions and provide support for any issues that arise after the completion of the installation. Additional on-going training is available with a service level agreement.



BIS Digital offers several options for technical service and support, including a *Full Service* agreement with unlimited onsite and remote support, unlimited training, hardware replacement and software upgrades. Support agreements are typically one-year, but multi-year agreements are possible.

## **Audio Video Integration Management Solutions**

1. Audio Video Integration Solutions
  - a. Digital, AVB & Network Sound Systems
  - b. IP & Network HD Video, PTZ Camera, Live Broadcast & Production
  - c. HDMI Presentation Technology Systems with HDBaseT Output
  - d. In-house custom engineering and programming
2. BIS Enterprise Room Control Solutions  
Software Based IP Command Controllable Room Control Systems
  - a. IP, Network and Server based
  - b. PC, Tablet, Smartphone control ready
  - c. Communicates with BIS AV Integration solutions
3. DCR Family - Digital Audio Video Recording Solutions  
(Portable, Standalone & Centralized)
  - a. Records up to 32 separate channels of audio
  - b. Records up to 8 separate channels of video
  - c. Records all Bookmarks, Annotations and Attachments
  - d. Records to one single file
4. Remote Translation
  - a. Language Interpretation & American Sign Language
5. Video Arraignment & First Time Arraignment
6. Hosted Video Conferencing Technology
  - a. Virtual Video Court or Hearings with audio, video & presentations
  - b. From 25 individual participants per remote call up to 100s per remote call
7. Call Logging Solutions  
Digital – IP – Analog systems – Radio
8. Boardsync Agenda Management Host Solution
  - a. Agenda Management with Unlimited or Limited Templates
  - b. Committee Management & Visual Voting Modules
  - c. Unlimited users, bandwidth & storage



9. Boardsync Web Hosting / Live Stream Solutions

- a. Web Hosting - branded & custom hosted site to publish on-demand events, complete  
with audio & video recordings, agendas, meeting minutes, & other documents with unlimited users, bandwidth & storage
- b. Live Streaming - on PC, Mobile, Tablet, & Smart Phone Devices

**Date** Tuesday, December 11, 2018

**Quote Number** Q-8013404-12.11.2018  
Grand Traverse County Boardroom Presentation System Upgrades

**Sales Consultant** Andy Spigner  
(800) 834-7674 x4044 / andy.spigner@bisdigital.com

**Primary Contact** Ming Mays, IT Director  
400 Boardman Ave.  
Traverse City, MI 49684  
(231) 922-4787  
mmays@grandtraverse.org (Email)

**Billing Address** Grand Traverse County (MI) / A-1002321  
400 Boardman Ave.  
Traverse City, MI 49684

**Shipping Address** Grand Traverse County Governmental Center  
400 Boardman Ave. Second Floor  
Traverse City, MI 49684

**Users To Train** Yes

**Wiring Required** Yes

**Funtionality State-ment:** Based on information gathered in an on-site meeting with Ming Mays on October 10, 2018, BIS documented the following objectives and information requested in a proposal after that meeting.

**Objectives:**

- 1). – Migrate the Grand Traverse County Board of Commissioners Meetings from paper documents to paperless – Allow Commissioners to view paperless agenda to be viewed on I-Pads or local monitors for the commissioners.



- 2). Upgrade the existing 52" monitors to larger format monitors to increase the viewable size of content displayed on the monitors as well as the viewing angles for the Commissioners.
- 3). Provide a means to wirelessly "stream" content of the Board meeting to I-Pads, local displays and monitors for viewing of the commission meetings in real-time.
- 4). Improve audio system clarity and distribution - Replace Shure gooseneck microphones with new microphones. Replace speakers with new ceiling mounted speakers and install a speaker in the hallway for overflow audio for those that can't be in the Board of Commissioners Room during the meeting.

Our enclosed proposal includes hardware and software to accomplish all four primary objectives for undertaking this project.

BIS Digital proposes the following solutions to meet the primary objectives defined above.

**Presentation System:** BIS Digital has designed a cost-effective, user-friendly presentation system that uses a Wolfvision Cynap wireless presentation/annotation device as its core. The wireless presentation system allows multiple users to connect simultaneously to a display and interact, present and annotate from their device. BIS has also included a digital (HDMI) and analog (VGA) input at the podium for presenters that want to present to the Commissioners from the podium. Presenters can use the existing laptop as the display device or bring their own and connect to the interface at the podium.

Presented computer generated content on the host laptop or guest laptop/mobile device connected to the display system at the podium will be routed to two new 65" wall mounted displays that will replace the existing 52" displays.

Displayed content will also be routed to seven, 24" desk mounted HD displays that will provide a more up-close and personal view of presented material mounted between every two commissioners. Content can also be viewed on Owner Furnished I-Pads via the Cynap wireless presentation system.

A digital document camera is also proposed to allow traditional paper documents not on a computer and objects to be magnified and enlarged on the commissioners monitors and the 65" wall mounted monitors when the document camera is utilized.



**Audio System:** BIS Digital recommends a full upgrade of the existing audio system due to the age of the equipment being currently used. Our proposal includes a new digital discussion system to replace the existing Shure gooseneck microphones. The new Digital Conference System from Audio-Technica consists of a rack mounted control unit, 15 discussion base units and 15, 23-inch gooseneck microphones for the discussion base units.

BIS has also included a new digital microphone mixer with telephone interface that will allow a phone call to be initiated from the mixer software and distributed over PA speakers. In addition, the proposed BiAmp digital mixer software will be used to customize the audio levels for each of the microphones and PA system.

Our proposal also includes a multi-channel audio amplifier that will allow BIS technicians to zone PA speakers to minimize the chance of feedback in the PA system. New ceiling mounted speakers have been optioned for the Board of Commissioners Room as well as for overflow in the hallway although existing speakers could be utilized with new wiring if budget is a concern and the County is interested in exploring areas where costs savings could be recognized. Two wireless hand-held microphones have been included to replace the existing wireless microphones used for audience engagement and interaction.

BIS Digital has included all installation, cabling, programming and training for all devices and systems in our proposal. In addition, we have included a year of DCR Remote Support with Hardware replacement support program.

With our DCR Remote Support contract, Grand Traverse County has unlimited access to our toll-free tech support HelpDesk staffed by BIS employees during normal business hours M-F, 8 am – 6 pm EST.

In addition, with Remote Support with Hardware Replacement support - if a component or device we installed on the initial installation goes bad or is defective, BIS will send Grand Traverse County a replacement unit at no additional charge.

If a BIS technician is requested to be dispatched on-site to install the device or component provided, travel and time and materials while on-site is billable however, a quote is presented and signature is required on any billable services.



Item	Product Code	Qty	Unit Price	Total Price
Professional Digital PA Mixer DANTE Capable w/8ch USB out and POTS/VoIP Interface	BIS-MX-DAN-USB8PV	1	\$4,100.00	\$4,100.00
Conference System Control Unit (rack mounted)	BIS-CONF-CU	1	\$2,200.00	\$2,200.00
Conference System Discussion Unit	BIS-CONF-DU	15	\$499.00	\$7,485.00
Conference System Gooseneck Microphone 23"	BIS-CONF-GN-23	15	\$250.00	\$3,750.00
Multi-Channel Audio Amplifier (4ch. 4/8 ohm & 70 volt)	BIS-PA-MCA-4ch (Series 2)	1	\$2,200.00	\$2,200.00
Annotation Presentation System w/Wireless Link & Rack Mount (Series 2)	BIS-PS-AWL	1	\$9,000.00	\$9,000.00



Digital Document Camera (Gen.5)	BIS-DDC-GEN5	1	\$2,850.00	\$2,850.00
Desktop Scaler / Switcher (Series 3)	BIS-DSW-SCLR-S3	1	\$540.00	\$540.00
HDMI over CAT6 Extender (Series 2)	BIS-HDMI-EXT6-S2	1	\$480.00	\$480.00
HDMI over CAT6 Distribution Amp Series 2 (1in/4out)	BIS-HDMI-CAT1/4-S2	1	\$1,400.00	\$1,400.00
HDMI over CAT6 Distribution Amp Series 2 (1in/8out)	BIS-HDMI-CAT1/8-S2	1	\$2,300.00	\$2,300.00
Receiver for BIS-HDMI-CAT1/x (Series 2)	BIS-HDMI-CATRX-S2	11	\$300.00	\$3,300.00
Non-Commercial Grade LED Monitor Series 2 (24")	BIS-NCG-LED24-S2	7	\$250.00	\$1,750.00



Monitor Desk Stand Series 3 (For BIS-CG-LED10-S3)	BIS-MDS-LED10-S3	7	\$185.00	\$1,295.00
Commercial Grade LED Monitor Series 3 (65")	BIS-CG-LED65-S3	2	\$3,000.00	\$6,000.00
Ceiling Mount for Flat Panel Series 2 (48" - 65")	BIS-TVM-CM48/65-S2	2	\$965.00	\$1,930.00
Network Switch w/PoE 8-port (Series 5)	BIS-NS-POE-8S5	1	\$600.00	\$600.00
HDMI Cable Series 2 (3ft.)	BIS-HDMI-3FT-S2	14	\$9.45	\$132.30
HDMI Cable Series 2 (6ft.)	BIS-HDMI-6FT-S2	4	\$12.45	\$49.80
CAT6 Patch Cable (5ft.)	BIS-CAT6-PC5	16	\$10.50	\$168.00



CAT6 Cable (Plenum) - 1,000ft Roll	BIS-W-CAT6	2	\$599.00	\$1,198.00
Speaker Wire 16AWG (Plenum) - 1,000ft Roll	BIS-W-SPKR-16AWG	2	\$385.00	\$770.00
Microphone Wire 22AWG (Plenum) - 1,000ft Roll	BIS-W-MP-22AWG	0.5	\$200.00	\$100.00
On-site Setup, Installation and Training	SIT	1	\$11,060.00	\$11,060.00
Annual Remote Support w/Hardware Replacement	NMNT-REM-HRDW	1	\$6,875.00	\$6,875.00
4" Non-Tile Ceiling Speakers - White (Pair)	BIS-SP-CNT4	8	\$300.00	\$2,400.00
Wireless System with Dual Handheld Microphone (Series 2)	BIS-M-WDHH-S2	1	\$1,230.00	\$1,230.00



Discount	DISC	1	(\$8,584.00)	(\$8,584.00)
			<b>Sales Tax Rate</b>	_____ %
<b>Total (Excluding Sales Tax)</b>				<b>\$66,579.10</b>

All specifications are subject to change without notice. All computers sourced from third parties must first be approved by BIS Digital prior to purchase.

#### **Live Stream & On-Demand Requirements**

- BIS Digital, Inc. recommends customer can transmit continuous stream of 300kbps or more for optimal performance.

#### Equipment Supply

BIS Digital will furnish the equipment as specified herein. Revisions to this contract are made by approved written "Change Order". BIS reserves the right to bill for equipment as stored materials when delivery or installation is not possible. There are no additional implied or expressed operations of the system other than stated within.

#### Electrical Installation

The customer provided electrical contractor will install all AC power, relay switches & conduit as required for the proposed systems. If required, the customer provided electrician will be responsible for providing and hanging all rigid electrical junction boxes, conduit and installing same. BIS Digital has recommended and asked for Dedicated Electrical Power to be installed at the head-end, controlled end-user equipment or at the same location of final control(s). Dedicated Power shall be the responsibility of the end-user and any external noise or factors creating noise within the systems not exposed by installed electronic equipment shall not be BIS Digital, Inc. responsibility and shall not be reason for any hold-backs whatsoever by any party.

#### Equipment Installation and Head End Connections

BIS Technicians will install all specified equipment and make all final circuit terminations in the head-end equipment racks. The customer will provide all custom carpentry or custom room preparations as required prior to the installation. The customer will provide scaffold or high reach for all installation work in ceilings over fourteen feet. All network connection(s) are to be provided by the customer. Any changes, alterations or deviations from the Equipment and installation obligations specified herein involving extra cost for labor or material will be executed only on written orders for the same. The cost of



any added labor or material will become an extra charge over and above the total specified on the Agreement.

#### Order Summary

<b>Date</b>	Tuesday, December 11, 2018
<b>Quote Number</b>	Q-8013404-12.11.2018
<b>Account Name</b>	Grand Traverse County (MI)
<b>Total (Excluding Sales Tax)</b>	\$66,579.10

#### Terms and Conditions

<b>Effective Period</b>	This proposal is a firm offer for 30 days from quote date Tuesday, December 11, 2018.
<b>Tax Status</b>	Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.
<b>Payment Terms</b>	<b>Deposit:</b> All orders above \$5,000 require a 50% deposit. Once the order and deposit is confirmed {received} by BIS Digital, scheduling of the installation / and shipment of goods will occur. <b>Balance:</b> The remaining balance is to be paid on the completion of the installation. {delivery of goods at customer site}
<b>Restocking Fee</b>	20% restocking fee will be charged for all cancelled orders
<b>Site Preparation</b>	Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.
<b>Training</b>	BIS Digital will provide full training of all system users per agreed training schedule.
<b>Limited Warranty</b>	All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or Software upgrades (See Software Assurance below).

**RESOLUTION**

**XX-2019**

**Facilities  
Commission Chamber Audio Upgrade  
Waara Technologies**

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on February 20, 2019, reviewed the recommendation by the Facilities Manager to approve the 2<sup>nd</sup> floor Commission Chamber audio installation and upgrade; and,

WHEREAS, Bids were requested with three companies responding who met the specifications as requested; and,

WHEREAS, the recommendation is to contract with Waara Technologies in the amount of \$23,524.00, for the audio installation and upgrade; and,

WHEREAS, the funding is available from the CIP budget and cost sharing with the City of Traverse City; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approve entering into a contract with Waara Technologies, in the amount of \$23,524.00 for audio installation and upgrade of the 2<sup>nd</sup> floor Commission Chambers.

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 20, 2019

### Invocation Procedures

- 1) Per the policy attached, a list of commissioners who choose to be a member of the rotating list for invocations will be kept by County Administration.
- 2) Any commissioner wishing to be part of that list must notify Administration in writing.
- 3) A calendar will be provided identifying which commissioner will be responsible for invocation at each meeting.
- 4) The commissioner listed may provide the invocation themselves or delegate the provision of invocations.
- 5) If a citizen wishes to have the opportunity to provide an invocation, they will be directed to a county commissioner who may or may not grant their request.
- 6) Citizens may contact any County Commissioner with their request. Requests are not limited to Commissioner in your district alone.

RESOLUTION

**17-2019**

Invocation Policy

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on January 16, 2019, and reviewed the attached Invocation Policy; and,

NOW THEREFORE BE IT RESOLVED THAT THE Grand Traverse County Board of Commissioners approve the Invocation Policy attached hereto and hereby becoming a part of this resolution.

BE IT FURTHER RESOLVED THAT any previous versions are replaced by this policy.

APPROVED: January 16, 2019

**GRAND TRAVERSE COUNTY COMMISSION**  
**INVOCATION POLICY**

*Purpose*

The United States Supreme Court has determined that pre-session legislative prayer may be conducted consistent with the First Amendment to the United States Constitution. The permissible purpose of such prayer, as stated by the Supreme Court, is "to lend gravity to public proceedings and to acknowledge the place religion holds in the lives of many private citizens." *Town of Greece, N.Y. v Galloway*, 572 US 565, 587 (2014). This prayer opportunity may not be used, however, "to proselytize or advance any one, or to disparage any other, faith or belief." *Marsh v Chambers*, 463 US 783, 794-95 (1983).

The Grand Traverse County Board of Commissioners (hereinafter "the Board") desires to enact an Invocation Policy to allow legislative prayer at certain of its meetings, consistent with prevailing court decisions in the United States Supreme Court and the 6<sup>th</sup> Federal Circuit Court. The purpose of This Policy, consistent with authoritative case law, is to: lend gravity to the Board proceedings, invite those present and watching to reflect on shared values, to encourage civility, and to encourage sound and ethical decision making by the Board.

NOW, THEREFORE, the Board hereby adopts this Invocation Policy;

1. Invocation Opportunity

An opportunity for invocation will be provided at the public County Commission Board meetings which are described in Board Rule of Order 2.2. This opportunity will occur prior to the Pledge of Allegiance and will be provided consistent with subsection 2 of This Policy.

2. Scheduling Procedure

a. All elected and currently serving Grand Traverse County commissioners will be eligible to be a member of a rotating group of commissioners who will either (1) provide the invocation or (2) delegate his or her rotating opportunity for invocation to his or her chosen individual.

b. A list of commissioners who are members of this rotating group will be maintained by County Administration.

c. An elected and currently serving commissioner becomes a member of the rotating list by making a written request to County Administration for membership on the list. There is no other qualification, oath, promise, or requirement required for membership on the list. No questions may be asked about the religion, creed, or spiritual beliefs of the commissioner and said beliefs are not a factor in presence on the rotating list.

d. Once on the rotating list, a commissioner is to be removed once no longer a member of the Board or when said commissioner makes a written request to County Administration to be removed from the rotation.

e. The order of commissioners on the rotating list will be assigned randomly and reasonable efforts will be made so that each member on the rotation will be provided an equal opportunity to provide invocations or to delegate the provision of invocations.

f. The rotating list shall be collected and, if reasonably possible, the order of the rotation shall be disbursed prior to the meeting following the Organizational Meeting.

g. If a commissioner requests presence on the rotation after the list has first been made, he or she will be given a random assignment which will begin during the next start of the rotation.

### 3. Content

a. An invocation must not be used to proselytize or advance any one faith or belief or to disparage any other faith or belief.

b. An invocation must not be used to threaten condemnation to any group of people.

c. The stated purpose of this policy is to be considered by each commissioner when making the invocation or by the commissioner when choosing his or her delegate to provide an invocation.

d. There shall be no other restriction related to the content of the invocation.

e. This includes the option of a commissioner or his or her delegate to say nothing at all when it is that commissioner's or his or her delegate's opportunity to provide an invocation.

4. Voluntary Participation

a. No commissioner or member of the public may be required to be present during the invocation. No commissioner or member of the public shall be prevented or reprimanded for leaving prior to or during the invocation.

b. No commissioner or member of the public may be required to participate in any invocation. No adverse action may be taken against any individual for refusing or neglecting to participate in an invocation.

c. Consistent with County Board Rule 6.3.1, adverse action against any person shall only be taken for an actual breach of the peace committed at the meeting.

d. Commissioners or members of the public who remain present during the invocation should be respectful to the commissioner or his or her delegate who is providing the invocation.

5. Time Limitation

An invocation is limited to no more than 3 minutes unless prior approval has been requested and granted by a majority of Board members elected and serving.

6. Respect for Religious Diversity

This policy is intended to acknowledge and express the respect of the Board for the diversity of religious denominations and faiths represented and practiced in Grand Traverse County. No faith or religious denomination is intended to be favored or preferred by This Policy.

Adopted this 16<sup>th</sup> day of January, 2019.

**a-rogers**

---

**From:** "David Petrove" <interlochenpeace@aol.com>  
**Date:** Wednesday, February 20, 2019 7:32 AM  
**To:** <a-rogers@charter.net>  
**Subject:** Fwd: Letter re: dark stores and brownfield subsidies

David Petrove  
interlochenpeace@aol.com

——Original Message——

**From:** David Petrove <interlochenpeace@aol.com>  
**To:** letters <letters@record-eagle.com>  
**Sent:** Mon, Feb 11, 2019 12:31 pm  
**Subject:** Letter re: dark stores and brownfield subsidies

**Blair Brownfield Mistake**

On February 6, the Grand Traverse County Board approved the "Rennie School Road Development Amended Brownfield Plan", despite my plea for commissioners to delay the decision and consider the possibility that the figures they are depending on to produce the necessary "tax capture" might be considerably less than projected.

The basis for my concern was highlighted in Sunday's Record-Eagle story: "Dark Stores – Proposed Law..." which examines the negative effect on real estate tax revenues when big-box stores, like Menard's, are allowed to escape true tax liabilities by claiming their "taxable value" should be determined by what an empty, unsalable store would be worth.

Until the legislature writes a law that prohibits "dark-store" appraisals, there is no way to accurately estimate the tax assessment, nor the resulting tax capture. Therefore the commission was negligent in their original approval and the additional brownfield tax subsidy.

The capitalist economic model demands private enterprises twist every law and every regulation to maximize profits. Good governance demands accountability before giving tax gifts. We have no guarantees there will be the promised jobs, and there is a good chance this development will take the "dark-store" exception, leaving the rest of us taxpayers to cover the loss.

David Petrove, Interlochen  
231-409-3712 InterlochenPeace@aol.com

2/11/2019

2-14-2019

1 From: "David Petrow" <interchenpeace@aol.com>  
2 Date: Wednesday, February 20, 2019, 10:32 AM  
3 To: interchenpeace@aol.com  
4 Subject: David Petrow: dark stores and brownfield subsidies

David Petrow  
interchenpeace@aol.com

---Original Message---  
From: David Petrow <interchenpeace@aol.com>  
To: interchenpeace@aol.com  
Sent: Wed, Feb 14, 2019, 12:51 pm  
Subject: Letter re: dark stores and brownfield subsidies

Blair Brownfield Mistake

On February 6, the Grand Tax and County Board approved the "Rennie School Road Development Amended Brownfield Plan", despite my plea for commissioners to delay the decision and consider the possibility that the figures they are depending on to produce the necessary "tax capture" might be considerably less than projected.

The basis for my concern was highlighted in Sunday's Record-Eagle story: "Dark Stores - Proposed Law..." which examines the negative effect on real estate tax revenues when big-box stores, like Monards', are allowed to escape true tax liabilities by claiming their "taxable value" should be determined by what an empty, unsalable store would be worth.

Until the legislation which a law that prohibits "dark-store" appraisals, there is no way to accurately estimate the tax assessment, not the resulting tax capture. Therefore the commission was negligent in their original approval and the additional brownfield tax subsidy.

The capitalist economic model demands private enterprises twist every law and every regulation to maximize profits. Good governance demands accountability before giving tax gifts. We have no guarantees there will be the promised jobs, and there is a good chance this development will take the "dark-store" exception, leaving the rest of us taxpayers to cover the loss.

David Petrow, interchen  
201-408-8712 interchenpeace@aol.com

2/14/2019

Fiat Money - Authoritative decree or command.

Inflation is The increase of the money supply  
without a corresponding increase in goods or services.

US now nearly \$22 Trillion national debt.



Fiduciary Money - Not the real money but a  
receipt For real money and could be exchanged  
for real money.



Commodity Money - Constitutional money. Article I, Section 10  
No State shall make any thing but Gold and silver coin a tender in  
Payment of Debts. Coinage Mint Act 1792 defined a dollar as 371.64  
Grains of silver. Silver coin production ended 1964, silver certificates  
Ended 1965. Greshams Law began.



Digital money. Cryptocurrency such as Bit Coin and others.



## Hyperinflation Germany 1924



ZIMBABWE

RESOLUTION

**28-2019**

**Approval of the Personal Time Policy Update**

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on February 20, 2019, reviewed the request to update the Personal Time Policy for Grand Traverse County; and,

WHEREAS, The Michigan Paid Sick Leave Law goes into effect on March 31, 2019; and,

WHEREAS, The Personal Time Policy will be updated to reflect employees' eligibility to use their accrued paid sick leave after 90 days of employment.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS THAT Grand Traverse County approves the Grand Traverse County Personal Time Policy attached hereto and hereby becoming a part of this resolution.

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

APPROVED: February 20, 2019



## Paid Time off Policy

### PURPOSE

Grand Traverse County recognizes that a good balance between work and life is important. That is why employees are provided with annual vacation time and personal days to use in any way they choose. Employees are also eligible for company-paid holidays each year.

This policy describes details of paid time off, including eligibility, hours, vacation accrual, taking time off, and carrying over time. Grand Traverse County complies with all applicable state and local requirements regarding sick leave, including, but not limited to, Michigan's Paid Medical Leave Act.

Vacation days are not earned during any leaves of absence. If you are on a leave of absence the first day of a month, vacation will not accrue for that month. If you return to work on the first of the month, you will resume earning vacation on that day.

### POLICY & PROCEDURE

#### Bereavement Leave

Each regular full-time employee of the County shall be allowed bereavement leave, not to be deducted from any other leave time, for a death in the immediate family providing he or she attends the funeral. Such leave may be granted from the day of death through the date of the funeral, not to exceed three days. For the purpose of this section an immediate family member shall be deemed to be the current spouse, children, brother, sister, parent, parent-in-law, grandparents, grandchildren, or a member of the employee's immediate household. Additional leave may be granted without pay or charged to personal or vacation leave.

Time off shall also be granted for the death of current sister/brother-in-law, step mother/father, step sister/brother, step children, with time off charged against any accumulated leave time. For out of state funerals employees shall be permitted to take up to two additional days leave of absence without pay or, at the option of the employee, to use accumulated leave time. Time off for bereavement leave will not count as hours worked for the purpose of overtime.

#### Holidays

The County recognizes the following paid holidays for all regular full-time and regular part-time (on a pro-rated basis) non-contract employees:

New Year's Day	Independence Day	Day after Thanksgiving
President's Day	Labor Day	Christmas Eve Day
Good Friday	Veteran's Day	Christmas Day
Memorial Day	Thanksgiving Day	New Year's Eve Day
Floating Holiday		

When a holiday falls on Sunday, the following day shall be the recognized holiday. When a holiday falls on Saturday, the preceding day shall be the recognized holiday.

If one of the above holidays falls during a period when an employee is on authorized paid leave, the holiday shall be counted as a holiday off and shall not be deducted from the employee's leave accumulation.

To be eligible for holiday pay an employee must have worked in full their regularly scheduled straight time work day prior to the holiday and the regularly scheduled straight time work day subsequent to the holiday (or be on authorized paid leave).

Regular employees covered under FLSA who are scheduled and required to work on a paid holiday shall receive holiday pay plus his/her regular day's pay for a day worked. When called in to work on a paid holiday the employee shall receive time and one half plus holiday pay for hours worked.

The Floating Holiday shall be credited to the employee as of January 1st, in the first pay period of the calendar year. Employees who are hired on or after October 1st shall not be granted the floating holiday. Such holidays shall not accrue from year to year, or be paid out for any reason.

### **Jury Duty/Subpoena**

Leave with full pay may be authorized in order that employees may serve required jury duty or testify pursuant to a subpoena, provided that such leave is reported in advance to the department head, that the duty falls during their regular work schedule, and that court fees (less mileage) obtained as a witness or juror are turned over to the County Treasurer. Employees are expected to return to work after being excused from service.

### **Personal Leave**

Each regular full-time employee and regular part-time employee (on a pro-rated basis) shall be granted eight (8) days of personal leave each year. New hires shall receive an initial pro-rated amount of leave upon completion of ninety days of continuous employment with Grand Traverse County.

This leave may be used for the employee's personal health needs, a family member's health needs, for purposes arising out of domestic violence or sexual assault, or during closure of the employee's primary worksite by order of a public official due to a public health emergency. Twenty-four hours' notice and prior approval by the supervisor is required for general absences, and at least one hour's notice prior to the beginning of the shift is required for illness, unless the employee can show in writing why prior notification was impossible. Time must be used in ½ hour increments. When the absence is for sickness (regardless of which, if any, leave bank is charged), the employer reserves the right to request a doctor's certification. Claim for payment must be submitted on a form provided by the Employer.

Any balance left, up to a maximum of five days (pro-rated for part-time employees), following the last full pay period paid in November shall be paid at the employee's prevailing hourly rate in a separate check on the first pay date in December.

Employees who leave employment mid-year shall be paid for any balance, up to a maximum of five days (pro-rated for part-time employees), on their final paycheck.

Those employees who are hired prior to December 1, 1988, and who selected Plan A on the "Employee Election of Sick Conversion/Payment Plan" prior to November 30, 1988, shall have the

balance of the eight days each year converted to their frozen Sick Leave Bank, up to a maximum of 120 days.

## **Vacation Leave**

Each regular full-time and regular part-time (on a prorated basis) employee shall earn vacation leave credit according to the following schedule. Employees accrue vacation leave during their first six months of employment, however it cannot be taken until completing six months.

<b>Years of Service</b>	<b>Days per Year</b>	<b>Hours Accrued Bi-weekly</b>	
		(75 hours)	(80 hours)
Less than 3	10	2.884	3.076
3 but less than 5	12	3.461	3.692
5 but less than 10	15	4.326	4.615
10 but less than 15	17	4.9	5.23
15 but less than 25	20	5.769	6.153
25 or more	25	7.211	7.692

Vacation leave will be credited biweekly to the employee's "bank" up to a maximum carry-over of 20 days on the employee's service date. The maximum amount of vacation hours you accrue is determined by your rate of accrual. Once that maximum is reached, further accruals will cease until the vacation hours are taken and fall below the maximum allowed.

Department heads shall determine the suitable time at which vacation may be taken, considering both the efficiency of the operation of the department concerned and the wishes of the employee.

Vacation leave taken may not exceed the total amount of vacation leave accrued as of that date. Employees leaving the County in good standing shall be compensated for vacation leave accrued to the date of separation within the limits set forth above. This will be paid on the employee's final paycheck. The County retains the discretion to deny vacation payout in the case of involuntary termination.

Leave benefits may differ for employees who are members of recognized unions, organizations, or associations.

Note: This policy may differ for those employees who are members of recognized unions, organizations, or associations. Any questions related to the content of this policy, or its interpretation, should be directed to Human Resources. This policy is in no way affiliated with Michigan Mandatory Paid Sick Leave (Public Act 369).

R E S O L U T I O N

**29-2019**

**Land Information Access Association (LIAA) – Contract Renewal**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on February 20, 2019 and reviewed the request to continue the contract with Land Information Access Association (LIAA) through the end of 2019; and,

WHEREAS, The County contracts with Land Information Access Association (LIAA) for video recording, cablecasting and web streaming of meetings of the Board of Commissioners and designated boards and commissions; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approves the contract with Land Information Access Association (LIAA) through the end of 2019.

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 20, 2019

RESOLUTION

**30-2019**

**Finance Department  
January 2019 Claims Approval**

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

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

APPROVED: February 20, 2019

## GRAND TRAVERSE COUNTY

### BOARD OF COMMISSIONERS SUBMITTED PER DIEM FOR 2019

MONTH OF JANUARY      \$                      2,555.00

COMMISSIONER	EMPLOYEE ID	Amount	Account Number
Clous, Ronald	357519	\$ 420.00	101-101-701.01
Coffia, Betsy	30599	\$ 210.00	101-101-701.01
Hentschel, Robert	233592	\$ 665.00	101-101-701.01
Hundley, Bryce	9541	\$ 245.00	101-101-701.01
Jewett, Brad	161688	\$ 420.00	101-101-701.01
LaPointe, Gordon	404541	\$ 455.00	101-101-701.01
Wheelock, Addison	479178	\$ 140.00	101-101-701.01

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

**AUDIT COMMITTEE****JANUARY 2019 CLAIMS**

<u>TYPE</u>	<u>DATE</u>	<u>AMOUNT</u>
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**CLAIMS, ACCOUNTS AND IMMEDIATE PAYMENTS FOR BOARD APPROVAL**

CLAIMS AND ACCOUNTS	1/8/2019	15,613.44
CLAIMS AND ACCOUNTS	1/8/2019	105,101.58
CLAIMS AND ACCOUNTS	1/22/2019	188,300.50
CLAIMS AND ACCOUNTS	1/22/2019	674,473.10
<b>TOTAL CLAIMS &amp; ACCOUNTS</b>		<b>983,488.62</b>

IMMEDIATE PAYMENTS	1/2/2019	26,161.87
IMMEDIATE PAYMENTS	1/4/2019	23,812.64
IMMEDIATE PAYMENTS	1/4/2019	483,256.10
IMMEDIATE PAYMENTS	1/9/2019	35,029.94
IMMEDIATE PAYMENTS	1/9/2019	3,728.21
IMMEDIATE PAYMENTS	1/11/2019	685,102.77
IMMEDIATE PAYMENTS	1/11/2019	16,293.68
IMMEDIATE PAYMENTS	1/11/2019	16,500.00
IMMEDIATE PAYMENTS	1/14/2019	17,408.36
IMMEDIATE PAYMENTS	1/14/2019	30,066.50
IMMEDIATE PAYMENTS	1/14/2019	398.95
IMMEDIATE PAYMENTS	1/14/2019	1,170.77
IMMEDIATE PAYMENTS	1/16/2019	34,384.69
IMMEDIATE PAYMENTS	1/16/2019	85,833.54
IMMEDIATE PAYMENTS	1/16/2019	25,723.83
IMMEDIATE PAYMENTS	1/17/2019	15,803.44
IMMEDIATE PAYMENTS	1/18/2019	123,148.16
IMMEDIATE PAYMENTS	1/18/2019	107,409.51
IMMEDIATE PAYMENTS	1/22/2019	1,751.92
IMMEDIATE PAYMENTS	1/23/2019	550.00
IMMEDIATE PAYMENTS	1/23/2019	2,124.75
IMMEDIATE PAYMENTS	1/23/2019	72,165.74
IMMEDIATE PAYMENTS	1/23/2019	18,332.28
IMMEDIATE PAYMENTS	1/25/2019	22,875.55
IMMEDIATE PAYMENTS	1/25/2019	338,979.65
IMMEDIATE PAYMENTS	1/25/2019	300.00
IMMEDIATE PAYMENTS	1/29/2019	144,454.50
IMMEDIATE PAYMENTS	1/30/2019	91,601.80
IMMEDIATE PAYMENTS	1/30/2019	104,390.17

<b>TOTAL IMMEDIATE PAYMENTS</b>		<b>2,508,755.32</b>
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<b>TOTAL CLAIMS, ACCOUNTS, AND IMMEDIATE PAYMENTS</b>		<b>3,492,243.94</b>
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**CHECK DISTRIBUTION SUMMARY RECONCILING ITEMS****Health Department Claims:**

HEALTH	1/8/2019	6,161.41
HEALTH	1/8/2019	18,972.35
HEALTH	1/22/2019	28,335.38
HEALTH	1/22/2019	35,303.06
<b>TOTAL HEALTH CLAIMS</b>		<b>88,772.20</b>

**Department of Public Works Check Runs Approved by Board of Public Works:**

DPW Check Runs	1/3/2019	16,611.72
DPW Check Runs	1/11/2019	64,181.37
DPW Check Runs	1/17/2019	41,979.28
DPW Check Runs	1/17/2019	58,134.87
DPW Check Runs	1/23/2019	7,238.91
DPW Check Runs	1/23/2019	239,291.03
DPW Check Runs	1/31/2019	164,270.40

<b>TOTAL DPW CHECK RUNS</b>		<b>591,707.58</b>
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<b>TOTAL RECONCILING ITEMS</b>		<b>680,479.78</b>
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Total Claims, Immediate Pay, Health & DPW		4,172,723.72
Monthly Check Distribution Summary		4,172,723.72
Difference		-

PAYROLL	1/11/2019	1,025,979.86
PAYROLL	1/25/2019	924,103.21
BENEFITS	1/31/2019	303,285.97
<b>TOTAL PAYROLL</b>		<b>2,253,369.04</b>

**FOR BOARD APPROVAL:**

<b>TOTAL CLAIMS, ACCOUNTS, IMMEDIATE PAY &amp; PAYROLL</b>	<b>6,426,082.76</b> ✓
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<b>REQUEST APPROVAL</b>	
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**GRAND TRAVERSE COUNTY  
CHECK DISTRIBUTION SUMMARY  
JANUARY 2019**

<b>Payee Name</b>	<b>Amount</b>
4FRONT CREDIT UNION Total	\$ 937.23
86TH DISTRICT COURT Total	\$ 174.00
A BROOKS DARLING Total	\$ 889.35
AC PAW Total	\$ 120.00
ACCREDITATION, AUDIT & RI Total	\$ 120.00
ACE HARDWARE Total	\$ 58.41
ACME TOWNSHIP Total	\$ 75,279.79
ACTION INDUSTRIAL SUPPLY Total	\$ 105.74
ADDICTION TREATMENT SERVI Total	\$ 10,179.00
ADMIRAL PETROLEUM CO Total	\$ 200.00
ADVANCED PUBLIC SAFETY IN Total	\$ 12,211.33
ADVANCED TURF SOLUTIONS Total	\$ 125.00
AFL,CIO Total	\$ 124.50
ALAN JAMES ZELINSKI Total	\$ 18.00
ALCOTEC PENSION FUND Total	\$ 187.58
ALEXANDRIA BARNA Total	\$ 20.00
ALICIA THAYER Total	\$ 100.92
ALISHA T MOCERE Total	\$ 26.75
ALL ANIMAL VETERINARY CEN Total	\$ 8.75
ALLIANCE BUSINESS PRODUCT Total	\$ 1,099.80
ALLSTATE INSURANCE COMPAN Total	\$ 50.00
AMANDA DENBOER Total	\$ 137.17
AMERICAN COPPER & BRASS L Total	\$ 4.13
AMERICAN SOLUTIONS FOR BU Total	\$ -
AMERICAN WASTE Total	\$ 1,791.00
AMERIGAS Total	\$ 811.37
AMSTERDAM PRINTING AND LI Total	\$ 2,300.00
AMY BRANCO Total	\$ 15.00
AMY LEIVA Total	\$ 58.86
ANDREA COOPER Total	\$ 71.63
ANDREW WAITE Total	\$ 475.40
ANDREW WILLIAM MCQUILLAN Total	\$ 173.23
ANIMAL MEDICAL CENTER Total	\$ 109.50
ANIXTER INC Total	\$ 1,408.28
ANN BIXBY Total	\$ 10.00
ANNA M WEESE Total	\$ 6.45
ANSWER UNITED Total	\$ 56.09
APCO INTERNATIONAL INC. Total	\$ 184.00
APPLIED IMAGING Total	\$ 77.95
APPLIED INDUSTRIAL TECHNO Total	\$ 353.86
ARAMARK Total	\$ 18,706.26
ARCHON Total	\$ 5,000.00

<b>Payee Name</b>	<b>Amount</b>
ARK ELECTRIC Total	\$ 73.00
ARTS AUTO & TRUCK Total	\$ 26.96
ART'S AUTO & TRUCK PARTS Total	\$ 252.61
AT&T GLOBAL SERVICES Total	\$ 8,153.67
ATT MOBILITY Total	\$ 18,397.36
AUDRA NANCY COLE Total	\$ 28.00
AUSTIN WOMACK Total	\$ 25.00
AUTO OWNERS INSURANCE Total	\$ 85.00
AXON ENTERPRISE, INC. Total	\$ 8,960.00
B & B PRINTING Total	\$ 130.00
BADGER METER, INC. Total	\$ 1,025.88
BANKERS ADVERTISING COMPA Total	\$ 861.12
BARBARA DENISE MARLOW Total	\$ 16.50
BARRE JEWKES PURDY Total	\$ 25.00
BAY AREA PET HOSPITAL Total	\$ 182.75
BAY AREA RECYCLING FOR CH Total	\$ 300.00
BAY AREA TRANSPORTATION A Total	\$ 3,034.01
BAY WEST ANIMAL CLINIC Total	\$ 56.00
BENJAMIN D NEUMANN Total	\$ 75.00
BENZIE & CRYSTAL PUMPING Total	\$ 1,389.25
BERNDT & ASSOCIATES PC Total	\$ 400.55
BETHANY CHRISTIAN SERVICE Total	\$ 5,791.61
BEVERLY A MORRISON Total	\$ 684.00
BILL MARSH AUTO GROUP Total	\$ 57.57
BIS DIGITAL Total	\$ 13,212.11
BLAIR SELF STORAGE Total	\$ 140.00
BLARNEY CASTLE OIL CO. Total	\$ 225.00
BOB MITCHELL & ASSOCIATES Total	\$ 23,523.00
BOYNE COUNTRY SPORTS Total	\$ 305.00
BRAMER AUTO Total	\$ 638.36
BRANDON COLE Total	\$ 28.00
BRENDA VOIGHT Total	\$ 149.62
BRENT M WHEAT Total	\$ 108.00
BRETT C BAIRD Total	\$ 3,122.00
BRETT RODGERS Total	\$ 2,468.30
BRIAN CHARLES SCHUCK Total	\$ 150.00
BRIAN MCALLISTER Total	\$ 720.00
BRIAN NEWCOMB Total	\$ 275.00
BRIAN SPRINGSTEAD Total	\$ 30.00
BRIAN ZIONSKOWSKI Total	\$ 86.00
BRITTANY B SAMPLE Total	\$ 208.77
BROWNELLS INC Total	\$ 159.62
BRYAN C. MCCOLLEY Total	\$ 267.79
BS&A SOFTWARE Total	\$ 4,137.50
BURDCO INC Total	\$ 100.00
BUSTERS BLINDS INC Total	\$ 1,750.00

<b>Payee Name</b>	<b>Amount</b>
BYTE PRODUCTIONS LLC Total	\$ 60.00
C.O.A.M. Total	\$ 892.84
CALLYO Total	\$ 2,750.00
CAPITAL TITLE INSURANCE A Total	\$ 17.83
CARE TRAK INTERNATIONAL I Total	\$ 113.87
CARROLL FOX Total	\$ 2.00
CASH PLUS Total	\$ 500.00
CASSADI MALAINA EDWARDSON Total	\$ 34.20
CATHERINE BABBITT Total	\$ 15.50
CDM MOBILE SHREDDING LLC Total	\$ 365.00
CDW GOVERNMENT,INC. Total	\$ 3,111.44
CDW-G Total	\$ 4,077.00
CENTER FOR EDUCATION & EM Total	\$ 159.00
CENTRAL LAKE ARMOR EXPRES Total	\$ 82.00
CENTURYLINK Total	\$ 226.74
CH2M HILL INC. Total	\$ 47,781.51
CHARLES ANDERSON Total	\$ 8.00
CHARTER COMMUNICATIONS Total	\$ 3,117.35
CHARUENE KEOVONGKOTH Total	\$ 150.00
CHELL YVONNE LAGROW Total	\$ 505.44
CHEMICAL BANK Total	\$ 100.00
CHERRY CAPITAL CAB, LLC Total	\$ 4,105.00
CHERRY CAPITAL MOBILE PET Total	\$ 1.25
CHERRY HILL HAVEN AFC Total	\$ 200.00
CHERRYLAND ELECTRIC Total	\$ 13,871.98
CHERRYLAND HUMANE SOCIETY Total	\$ 7,138.25
CHERYL LYNN DAVIDSON Total	\$ 28.45
CHIEF SUPPLY CORPORATION Total	\$ 2,475.49
CHRISTINE BORING Total	\$ 534.44
CHRISTINE J. CRAMER Total	\$ 59.54
CHRISTINE REAMER Total	\$ 17.50
CHRISTINE SHOMIN Total	\$ 866.93
CHRISTOPHER DAILEY Total	\$ 50.14
CHRISTOPHER THOLEN Total	\$ 32.70
CHUCK HILL Total	\$ 16.68
CINTAS CORP #729 Total	\$ 844.78
CIRCUIT COURT RECORDS Total	\$ 1,203.00
CITISTREET INVESTMENT SERVICES Total	\$ 1,292.08
CITY OF FARMINGTON HILLS Total	\$ 600.00
CITY OF TRAVERSE CITY Total	\$ 71,586.88
CLARE SVEC Total	\$ 100.00
CLARISSA FASEL Total	\$ 179.73
CLARKE-EVERETT DOG & CAT Total	\$ 26.75
CLIFF'S AUTOMOTIVE REPAIR Total	\$ 2,514.32
CLOE LEEANN MILLS Total	\$ 70.62
CMP DISTRIBUTORS Total	\$ 57.50

<b>Payee Name</b>	<b>Amount</b>
COHL, STOKER & TOSKEY PC Total	\$ 4,785.16
COLEEN ROCKER Total	\$ 49.50
COLLEEN VANKLOMPENBERG Total	\$ 120.00
COMFORT KEEPERS Total	\$ 40.00
COMPANION ANIMAL HOSPITAL Total	\$ 74.25
CONFLICT RESOLUTION SERVI Total	\$ 1,350.00
CONSTANT CONTACT Total	\$ 408.00
CONSUMERS ENERGY Total	\$ 30,503.86
CORRECT CARE SOLUTIONS LL Total	\$ 39,637.48
COVELL FUNERAL HOMES, INC Total	\$ 750.00
CRIME VICTIMS SERVICES CO Total	\$ 210.00
CUTTIN IT CLOSE OUTDOOR Total	\$ 1,315.00
CYNERGYCOMM.NET INC Total	\$ 495.08
CYNTHIA ANN CONLON Total	\$ 795.00
CYNTHIA ANN KOTT Total	\$ 145.33
CYNTHIA GREEN Total	\$ 59.24
CYNTHIA PURVIS Total	\$ 35.26
D & W AUTO Total	\$ 1,670.35
D & W MECHANICAL Total	\$ 994.50
DAN KOWIESKI Total	\$ 22.00
DAN THORELL Total	\$ 72.00
DANIEL & TAMMY STRICKER Total	\$ 300.00
DANIEL GARY GUY Total	\$ 50.00
DAVE & JENNIFER SEARS Total	\$ 22.00
DAVE SKRZYPCZAK Total	\$ 25.00
DAVID ARLAND FREDERICK Total	\$ 203.91
DAVID CARPENTER Total	\$ 100.00
DAVID G GRUNST Total	\$ 450.00
DAVID J CLARK Total	\$ 2,235.00
DAVID LYLE MOORE Total	\$ 100.00
DAVID M AKERS Total	\$ 123.12
DAWN MICHELLE GLE Total	\$ 197.52
DEANNA DESCHLER Total	\$ 30.00
DEANNE SAVINSKY Total	\$ 50.00
DEBORAH BUNKER Total	\$ -
DEBORAH STERNAMAN Total	\$ 169.01
DEBRA A MIKOWSKI Total	\$ 25.94
DELL MARKETING LP Total	\$ 1,063.99
DELTA DENTAL Total	\$ 83,138.45
DEPARTMENT OF HEALTH & HU Total	\$ 50.00
DEPT OF HUMAN SERVICES Total	\$ 50.00
DESTINY RAE MILLER Total	\$ 28.45
DEVON HOLMES Total	\$ 200.00
DEVON MICHAEL TROWBRIDGE Total	\$ 37.00
DEWEESE HARDWARE Total	\$ 256.56
DOJE'S INCORPORATED Total	\$ 113.46

Payee Name	Amount
DOLAN CONSULTING GROUP, L Total	\$ 95.00
DOLLAR GENERAL Total	\$ 5.00
DONALD J. KOSHMIDER Total	\$ 250.00
DONNA BETH HIGH Total	\$ 37.08
DONNA GRACE DYER Total	\$ 16.00
DOUGLAS A KING Total	\$ 3,350.00
DR SHANTE BUHYAN Total	\$ 16.66
DTE ENERGY Total	\$ 29,662.86
E&J SUPPLY, INC. Total	\$ 297.85
EAGLE VILLAGE, INC. Total	\$ 18,546.00
EAST BAY ANIMAL HOSPITAL Total	\$ 47.25
EAST BAY CHARTER TOWNSHIP Total	\$ 169,326.93
EAST BAY LEGAL Total	\$ 2,020.00
EDIE EKINS DEVENEAU Total	\$ 25.00
EDWARD & LINDA HORN Total	\$ 61.17
EJ USA, INC Total	\$ 604.82
ELAINE ROLLO Total	\$ 8.00
ELECTRONIC MONITORING SYS Total	\$ 527.00
ELITE FABRICARE Total	\$ 526.75
ELIZABETH ELLEN LAJKO Total	\$ 1,305.00
ELMER E WHITE Total	\$ 924.35
ELMWOOD TOWNSHIP Total	\$ 40,387.94
ELYSE Y MCELDERRY Total	\$ 121.86
EMILY LARKIN Total	\$ 25.00
EMILY RICE Total	\$ 49.90
EMMA ELIZABETH LAJKO Total	\$ 45.70
ENCOMPASS INSURANCE Total	\$ 100.00
ENGINEERED PROTECTION SYS Total	\$ 7,240.74
ENTERPRISE FM TRUST Total	\$ 7,273.92
ENTERPRISE RENT A CAR Total	\$ 579.05
EREK BENJAMIN HATTON Total	\$ 30.75
ERIC BURT Total	\$ 108.00
ERIC J MATTIS Total	\$ 845.00
ERICK TENGELITSCH Total	\$ 31.90
ERIN LANIE SMITH Total	\$ 194.85
EVELYN LIVINGSTON Total	\$ 27.36
EXCEL OFFICE INTERIORS Total	\$ 2,939.38
FAITH SOUSA Total	\$ 108.00
FAMILY COURT RECORDS Total	\$ 2,816.31
FAMILY FARE Total	\$ 10.00
FASTENAL COMPANY Total	\$ 47.59
FELICIA OLSON Total	\$ -
FEYEN-ZYLSTRA INC Total	\$ 14,793.00
FIDELITY SECURITY LIFE IN Total	\$ 1,903.56
FIDLAR TECHNOLOGIES, INC. Total	\$ 6,361.66
FIFE LAKE VETERINARY CLIN Total	\$ (25.00)

<b>Payee Name</b>	<b>Amount</b>
FIFTH THIRD BANK Total	\$ 34,384.69
FINAL TOUCH CLEANING SERV Total	\$ 300.00
FIRST ADVANTAGE BACKGROUN Total	\$ 6.80
FLEET NAV SYSTEMS Total	\$ 1,680.00
FRANCINE MARIE KAMPS Total	\$ 300.00
FRED MOOMEY Total	\$ 4,526.66
FRED TANK Total	\$ -
FREDERICK MORSE Total	\$ 108.00
FRIEND OF THE COURT Total	\$ 90.70
FRONTIER COMMUNICATIONS Total	\$ 49.90
GALLAGHER BASSETT SERVICE Total	\$ 50.00
GARFIELD CHARTER TOWNSHIP Total	\$ 354,221.56
GEI CONSULTANTS Total	\$ 2,170.50
GEOFFREY WALWORTH Total	\$ 300.00
GERALD KRAJENKE Total	\$ 40.00
GILBERTS SERVICE OIL CO Total	\$ 15.00
GILLROY'S COMPLETE HARDWA Total	\$ 18.98
GLAXOSMITHKLINE PHARMACEU Total	\$ 853.88
GLEN KURT LILE Total	\$ 18.00
GMCC INC Total	\$ 125.00
GMOSERS SEPTIC SERVICE, I Total	\$ 343.70
GOSLING CZUBAK ENGINEERIN Total	\$ 1,352.00
GOURDIE-FRASER, INC Total	\$ 10,398.00
GOVERNMENTAL BUSINESS SYS Total	\$ 390.70
GOVERNMENTAL PRODUCTS Total	\$ 1,436.00
GRAFF, GRAFF & HELVESTON Total	\$ 5,735.00
GRAND BAY MARINE Total	\$ 50.00
GRAND TRAVERSE BAND OF Total	\$ 50.00
GRAND TRAVERSE CONSERVATI Total	\$ 71,027.24
GRAND TRAVERSE COUNTY Total	\$ 141,924.25
GRAND TRAVERSE COUNTY HEA Total	\$ 630.35
GRAND TRAVERSE INDUSTRIES Total	\$ 174.38
GRAND TRAVERSE MOBILE COM Total	\$ 1,152.31
GRAND TRAVERSE VETERINARY Total	\$ 325.67
GREAT LAKES BUSINESS SYST Total	\$ 2,376.30
GT RUBBER SUPPLY, INC. Total	\$ 837.19
GUARDIAN MEDICAL MONITORI Total	\$ 14,083.22
HABITEC SECURITY, INC. Total	\$ 132.00
HALAINA BUFFORD Total	\$ 800.00
HALLMARK CONSTRUCTION INC Total	\$ 59,982.00
HAMMOND INDUSTRIAL CENTRE Total	\$ 138.72
HANNAH R LONDON Total	\$ 845.00
HANOVER INSURANCE COMPANY Total	\$ 23.08
HASTINGS MUTUAL INSURANCE Total	\$ 125.00
HAWTHORNE VINEYARDS Total	\$ 100.00
HEATHER PREVO Total	\$ 31.65

Payee Name	Amount
HEATHER R BLANTON-DYKSTRA Total	\$ 1,722.50
HEIDI SCHEPPE Total	\$ 117.72
HEMOCUE AMERICA Total	\$ 256.00
HERTLER & ASSOCIATES INC Total	\$ 300.00
HOBART CORPORATION Total	\$ 85.00
HOLIDAY INN EXPRESS . Total	\$ 91.80
HOLY CROSS CHILDRENS SERV Total	\$ 344.80
HOME DEPOT CREDIT SERVICE Total	\$ 13.94
HOPE LYNN HALES Total	\$ 500.00
HORSE NORTH RESCUE Total	\$ 16.66
HUNTINGTON NATIONAL BANK Total	\$ 150.00
HYATT PLACE LANSING/EASTW Total	\$ 254.25
HYLAND SOFTWARE, INC. Total	\$ 92,592.02
IMAGESOFT, INC. Total	\$ 46,610.00
IN-HOME HEALTHCARE SERVIC Total	\$ 42.00
INSTITUTE OF CONTINUING L Total	\$ 121.50
INTEGRITY BUSINESS SOLUTI Total	\$ 475.88
INTERNATIONAL CODE COUNCI Total	\$ 272.34
J COLE TRANSPORTATION Total	\$ 240.00
J.E. TIFFANY AND SONS, LL Total	\$ 1,080.00
JACQUELINE CORBETT Total	\$ 156.77
JACQUELINE L AUCH Total	\$ 15.25
JAMES AND ANGIE MCFALLS Total	\$ 285.00
JAMES WEMIGWANS Total	\$ 28.00
JAMES WILLIAM KOZAK Total	\$ 28.45
JANE BURNSIDE Total	\$ 3,551.44
JANELLA SCHNEPT Total	\$ 25.00
JANET M MISTELE Total	\$ 2,895.50
JASON &/OR JERRY FRANCISC Total	\$ 600.00
JASON A RAZAVI . Total	\$ 1,005.00
JASON POLZIEN Total	\$ 14.00
JEFF MILLER Total	\$ 87.50
JEFFREY A. O'BRIEN Total	\$ 642.00
JEFFREY JUDD LEGGETT Total	\$ 42.25
JEFFREY THOMAS LAKIES Total	\$ 7.50
JENA LIISA RIUTTA Total	\$ 141.97
JENNIFER PEDROZA Total	\$ 15.81
JENNY LYNN GRIST Total	\$ 106.16
JENNY ROBLES Total	\$ 115.83
JEREMIAH HOUSE Total	\$ 31.57
JEREMIAH PRIEST Total	\$ 16.35
JEROMEY CRANE Total	\$ 13,500.00
JESSICA PARENT Total	\$ 10.36
JESSICA TIGHE Total	\$ 30.00
JETT PUMP & VALVE LLC Total	\$ 1,382.77
JOANN FABRIC Total	\$ 49.86

Payee Name	Amount
JOEL FRANKLIN FRANCKOWIAK Total	\$ 17.50
JOHN B WOLF SR Total	\$ 40.82
JOHN E. REID & ASSOCIATES Total	\$ 1,780.00
JOHN GAVAN Total	\$ 21.25
JOHN MICHAEL GATEWOOD II Total	\$ 33.63
JOHN RAPTIS Total	\$ 500.00
JOHN SUSZEK Total	\$ -
JOHNSTONE SUPPLY - #234 Total	\$ 256.68
JOSEPH G MOLLICA Total	\$ 1,525.00
JOSEPH GEROVAC Total	\$ 70.00
JULIE DODSON Total	\$ 133.63
JULIE WHITE Total	\$ 75.00
JUSTIN PAUL SLEDER Total	\$ 26.73
KALKASKA COUNTY Total	\$ 10.00
KANE & ASSOCIATES, PLC Total	\$ 6,295.00
KAREN COPELAND Total	\$ 466.20
KAREN SHIELS Total	\$ 500.00
KAREN ZENNER Total	\$ 145.43
KARIE MCINTYRE Total	\$ 58.04
KARPEL SOLUTIONS Total	\$ 325.00
KATHLEEN & MELVIN KITCHEN Total	\$ 600.00
KATHLEEN M GLOVER Total	\$ 300.00
KATHLEEN SOSA Total	\$ 23.75
KATHY MARIE RADU Total	\$ 20.25
KATY LYNN CORE Total	\$ 25.00
KCI Total	\$ 367.75
KELLIE ANN WILSON Total	\$ 50.00
KELLY MARTIN Total	\$ 500.00
KELLY RYAN ADAMS Total	\$ 45.00
KENDALL ELECTRIC INC Total	\$ 83.75
KENNETH ALDEN CHEZIK Total	\$ 26.50
KENNETH GIELDA Total	\$ 200.00
KENNETH JULIAN TAFELSKY Total	\$ 28.45
KENT GRAY & BROOKE BORGES Total	\$ 50.00
KERKSTRA SEPTIC TANK CLEA Total	\$ 34.67
KEVIN CONRADY Total	\$ 235.00
KEVIN INGLESTON Total	\$ 250.00
KEVIN JAMES EARL Total	\$ 260.00
KIDS CREEK CHILDREN'S CLI Total	\$ 160.00
KIM MILWARD Total	\$ 10.00
KIM RILEY Total	\$ 19.84
KIMBERLY SUMMERS Total	\$ 120.00
KINGSLEY AREA SCHOOLS Total	\$ 445.62
KITCH DRUTCHAS WAGNER VAL Total	\$ 120.00
K-LOG, INC. Total	\$ 2,473.48
KRISTINE ERICKSON Total	\$ 26.38

<b>Payee Name</b>	<b>Amount</b>
KURT F STIMPSON Total	\$ 845.00
KYLE ATTWOOD Total	\$ 38.70
KYLE B TREVAS Total	\$ 3,225.00
LA PROFESSIONAL CLEANING Total	\$ 400.00
LACEY L EDGECOMB Total	\$ 239.04
LAKESIDE FOR CHILDREN Total	\$ 7,411.48
LAKEVIEW COUNSELING PC Total	\$ 100.00
LANA JANE BENKER Total	\$ 37.65
LAND INFORMATION ACCESS A Total	\$ 1,082.50
LANDA D. ALPERS Total	\$ 300.00
LANGUAGE LINE SERVICES Total	\$ 116.97
LARK LAWN & GARDEN INC. Total	\$ 1,933.48
LARRY CLARK PUMPER SVC. Total	\$ 2,900.19
LARRY O SAWALLICH Total	\$ 50.00
LASER PRINTER TECHNOLOGIE Total	\$ 383.70
LATITUDE SUBROGATION SERV Total	\$ 50.00
LAW OFFICE OF MATTIAS JOH Total	\$ 2,975.00
LEELANAU COUNTY Total	\$ 16,634.71
LERMA INC. Total	\$ 60.00
LESLEY HOLLYDAY Total	\$ 240.51
LESLEY'S LANDSCAPING Total	\$ 250.00
LESLIE ANNE SNELLER Total	\$ 88.04
LEWISTON SEPTIC SERVICE, Total	\$ 19.01
LEXISNEXIS RISK DATA MANA Total	\$ 363.26
LIFE STORY FUNERAL HOME - Total	\$ 750.00
LIGHTHOUSE INSURANCE Total	\$ 2,500.00
LILLIAN ELEANOR SMITH Total	\$ 15.50
LINCOLN NATIONAL LIFE INS Total	\$ 12,425.84
LINDA CUSHMAN Total	\$ 24.00
LINDA E WASIELEWSKI Total	\$ 113.75
LINDSAY KING Total	\$ 61.04
LISA M EMERY Total	\$ 120.33
LISA MAUSOLF Total	\$ 9.17
LISA PHILO Total	\$ 173.94
LOIS WESTBROOK Total	\$ 20.00
LONG LAKE ANIMAL HOSPITAL Total	\$ 86.50
LONG LAKE MARINA Total	\$ 190.00
LONG LAKE TOWNSHIP Total	\$ 66.67
MADISON ELECTRIC Total	\$ 16,500.00
MAPLE RIVER DIRECT MAIL L Total	\$ 1,000.00
MAPPING SOLUTIONS Total	\$ 345.00
MARCIE MONTGOMERY Total	\$ 16.57
MARGARET DRURY Total	\$ 297.87
MARIE WALKER, PLLC Total	\$ 260.00
MARISSA MILLIRON Total	\$ 45.78
MARK A RISK Total	\$ 950.00

<b>Payee Name</b>	<b>Amount</b>
MARK AYERS PLOWING Total	\$ 780.00
MARK SMITH Total	\$ 50.00
MARK WAGNER Total	\$ 1,401.48
MARK WILLIAM STEVENSON Total	\$ 36.50
MARVIN PETER NORDEEN Total	\$ 12.50
MARY FARRINGTON Total	\$ 300.00
MARY URYASZ Total	\$ 171.97
MARY WENGER-TOWNSEND Total	\$ 61.04
MATTHEW CONNOLLY Total	\$ 300.00
MAXWELL MEDALS & AWARDS Total	\$ 243.25
MCCARDEL CULLIGAN WATER C Total	\$ 145.00
MED-EXPRESS INC. Total	\$ 111.38
MEIJER, INC Total	\$ 46.49
MEIJER, INC. Total	\$ 125.00
MELISSA MOREY Total	\$ 132.50
MELISSA ZENNER Total	\$ 187.10
MEMBERS CREDIT UNION Total	\$ 104.79
MI ASSOC OF LOCAL ENVIRON Total	\$ 30.00
MICH ASSOC OF COUNTY CLER Total	\$ 400.00
MICH ASSOC OF COUNTY DRAI Total	\$ 450.00
MICHAEL & KATHLEEN SHEEAN Total	\$ 22.71
MICHAEL HOROWITZ Total	\$ 1,453.00
MICHAEL J DUNN Total	\$ 360.00
MICHAEL KOLBUSZ Total	\$ 131.79
MICHAEL P COLLINS Total	\$ 4,090.62
MICHAEL P REISTERER Total	\$ 130.00
MICHAEL PAUL NEPOTE Total	\$ 517.50
MICHELE A GLINN, PHD, DAB Total	\$ -
MICHELE LYNN ACRE Total	\$ 42.25
MICHELLE ANN HILBORN Total	\$ 17.50
MICHELLE FOLKERSMA Total	\$ 33.84
MICHIGAN ASSOCIATION FOR Total	\$ 150.00
MICHIGAN ASSOCIATION OF C Total	\$ 325.00
MICHIGAN ASSOCIATION OF M Total	\$ 1,020.00
MICHIGAN COMMUNICATIONS D Total	\$ 900.00
MICHIGAN DEPARTMENT OF EN Total	\$ 75.00
MICHIGAN DEPARTMENT OF ST Total	\$ 36.00
MICHIGAN DEPARTMENT OF TR Total	\$ 18,955.34
MICHIGAN DEPT OF HEALTH/H Total	\$ 360.00
MICHIGAN DNR Total	\$ 285.00
MICHIGAN JUDGES ASSOCIATI Total	\$ 550.00
MICHIGAN LAWYERS WEEKLY Total	\$ 369.00
MICHIGAN MUNICIPAL LIABIL Total	\$ 230.50
MICHIGAN MUNICIPAL RISK M Total	\$ 424,938.00
MICHIGAN PIPE & VALVE Total	\$ 2,931.00
MICHIGAN SHERIFFS' ASSOCI Total	\$ 72.50

<b>Payee Name</b>	<b>Amount</b>
MICHIGAN STATE DISBURSEMENT UNIT Total	\$ 3,462.54
MICHIGAN STATE POLICE - B Total	\$ 300.00
MICHIGAN STATE UNIVERSITY Total	\$ 24,078.75
MICHIGAN UNEMPLOYMENT INS Total	\$ 2.00
MICHIGAN UNIFORMS AND APP Total	\$ 283.00
MILLARD DEAN ELDRED Total	\$ 2,750.00
MISS DIG SYSTEM Total	\$ 2,921.73
MISSAUKEE WILDERNESS YOUT Total	\$ 2,688.00
MISTY WRIGHT Total	\$ 5.00
MITCHELL GRAPHICS Total	\$ 415.00
MOLON EXCAVATING INC Total	\$ 2,852.00
MPARKS Total	\$ 30.00
MR & MRS DON HESS Total	\$ 150.00
MUNICIPAL EMPLOYEES RETIR Total	\$ 550.00
MUNSON MEDICAL CENTER Total	\$ 1,544.00
MUSKEGON RIVER YOUTH HOME Total	\$ 6,916.72
MUTUAL OF OMAHA INSURANCE Total	\$ 38,823.87
NACO Total	\$ 28,298.63
NANCY ICKES Total	\$ 195.54
NAOMI CYNTHIA CALL Total	\$ 32.00
NATASHA MARTINSON Total	\$ 307.36
NATIONAL EMERGENCY NUMBER Total	\$ 142.00
NEIKO LEE SOPER Total	\$ 120.00
NETWORKS NORTHWEST Total	\$ 14,210.00
NEXUS FAMILY SERVICES INC Total	\$ 1,500.00
NICHOLAS FERGUSON Total	\$ 50.00
NICHOLAS OTTO Total	\$ 34.50
NICHOLE DUNWIDDIE Total	\$ 253.20
NICHOLS Total	\$ 708.45
NOAR TECHNOLOGIES Total	\$ 1,855.00
NORTHERN A-1 KALKASKA Total	\$ 1,190.00
NORTHERN GREENLAWN, INC. Total	\$ 50.00
NORTHERN LAKES COMMUNITY Total	\$ 170,550.00
NORTHERN MICH JUVENILE OF Total	\$ 40.00
NORTHERN MICHIGAN CODE OF Total	\$ 750.00
NORTHERN MICHIGAN SUPPLY Total	\$ 312.77
NORTHERN MICHIGAN VETERIN Total	\$ 22.50
NORTHERN OFFICE EQUIPMENT Total	\$ 3,691.41
NORTHWESTERN MICHIGAN COL Total	\$ 769.72
NORTHWOOD ANIMAL HOSPITAL Total	\$ 56.75
NORTHWOODS PRINTERS/OFFIC Total	\$ 433.87
NYE UNIFORM CO., INC Total	\$ 1,608.99
OAKLAND COUNTY Total	\$ 26.00
OAKWOOD VETERINARY HOSPIT Total	\$ 135.00
OFFICE DEPOT,INC Total	\$ 5,742.79
OLD TOWN PSYCHOLOGICAL SE Total	\$ 110.00

<b>Payee Name</b>	<b>Amount</b>
OLESON'S FOOD STORE Total	\$ 75.00
OLGA LU JOHNSON Total	\$ 104.79
OLIVER AND COMPANY Total	\$ 2,160.00
OLSON, BZDOK & HOWARD PC Total	\$ 1,374.30
OMINEX ENERGY INC Total	\$ 64.17
ONSOLVE, LLC Total	\$ 25,000.00
OPERATIONS MANAGEMENT INT Total	\$ 6.52
OPTUM Total	\$ 140.76
ORASURE TECHNOLOGIES, INC Total	\$ 367.48
OSTERMAN JEWELERS Total	\$ 100.00
OTIS ELEVATOR COMPANY Total	\$ 41,300.52
OTWELL MAWBY, PC Total	\$ 1,800.00
P.O.A.M. Total	\$ 3,965.88
PAKOR INC - NW8935 Total	\$ 333.61
PAMELA KAY LEWIS Total	\$ 22.50
PARADISE TOWNSHIP Total	\$ 43.44
PARKWAY CAFE Total	\$ (112.40)
PATRICIA A PECKHAM Total	\$ 25.00
PATRICIA J. SCHLAGEL Total	\$ 30.75
PATRICK BURTON Total	\$ 440.50
PATRICK PREVO Total	\$ 31.79
PATTI BAKER Total	\$ 67.72
PAUL APPOLD Total	\$ 25.00
PAUL HUBBELL Total	\$ 4,440.00
PAUL T. JARBOE PLC Total	\$ 2,850.00
PENINSULA TOWNSHIP Total	\$ 36,174.77
PENNY BRADLEY HERBERGER Total	\$ 42.50
PEPSI BOTTLING GROUP Total	\$ 50.00
PERFECT FIT LLC Total	\$ 50.00
PETER FORTON Total	\$ 73.58
PEZZETTI,VERMETTEN&POPOVI Total	\$ 195.00
PHILIP A SETTLES Total	\$ 2,400.00
PHILLIPS ENERGY, INC Total	\$ 100.00
PITNEY BOWES Total	\$ 497.40
POLLUTION CONTROL SERVICE Total	\$ 3.28
PORCELAIN PATROL SERVICE Total	\$ 1,237.54
POSTMASTER OF TRAVERSE CI Total	\$ 7,393.50
POTTERS FINE PASTRIES Total	\$ 124.40
POWERPLAN Total	\$ 320.79
PREMIER OUTDOORS Total	\$ 340.00
PRESTIGE CONSTRUCTION GRO Total	\$ 133.00
PRESTON TAYLOR Total	\$ 50.99
PRIME TIME NEWS & OBSERVE Total	\$ 65.00
PRIORITY HEALTH Total	\$ 630,905.42
PRO IMAGE DESIGN Total	\$ 8.50
PROFILE Total	\$ 110.00

Payee Name	Amount
PROSECUTING ATTORNEYS ASS Total	\$ 640.00
PURITY CYLINDER GASES Total	\$ 29.37
RACHEL SCHLEENBAKER Total	\$ 12.81
RAYMELL L ENGLISH Total	\$ 300.00
REANN R GORTON Total	\$ 3,600.00
REDWOOD TOXICOLOGY LABORA Total	\$ 176.19
RENT A CENTER RETAIL SERV Total	\$ 50.00
REYNOLDS-JONKHOFF FUNERAL Total	\$ 250.00
RHONDA YANSKA Total	\$ 192.04
RICHARD K STINER Total	\$ 40.00
RICHARD MICHAEL BECK, MD Total	\$ 50.00
RICKY FAIRCHILD Total	\$ 5.00
RICOH USA INC Total	\$ 380.21
ROBERT A MICKEVICIUS Total	\$ 50.00
ROBERT D ROBBINS Total	\$ 170.66
ROBERT GODZIEBIEWSKI Total	\$ 100.00
ROBERT MICHAEL ACKLEY Total	\$ 42.50
ROBERT RICH Total	\$ 22.00
RODETTA HARRAND Total	\$ 14.85
RODNEY EUGENE GOBER Total	\$ 208.62
RON & JANET RAMOIE Total	\$ 415.35
RON CLOUS Total	\$ 372.78
ROSALIE DOHM Total	\$ 75.00
ROTO ROOTER OF NORTHERN M Total	\$ 95.00
ROY C. NICHOLS Total	\$ 100.00
RR DONNELLEY Total	\$ 1,380.74
RYAN WALSH Total	\$ 32.81
SAMUEL RUSSELL WALTER Total	\$ 18.00
SARA M DEMAN Total	\$ 98.18
SARAH CAVENDISH Total	\$ 5.00
SARAH R LORIGAN Total	\$ 39.24
SCHMELTZER LAW PLLC Total	\$ 360.00
SCHMUCKAL OIL Total	\$ 300.00
SCHMUCKAL OIL CO Total	\$ 65.00
SCOTT HOWARD Total	\$ 25.00
SECURITY SANITATION,INC. Total	\$ 7,650.80
SET SEG INSURANCE Total	\$ 250.00
SHAWN ERIC GREGG Total	\$ 20.75
SHAWN WORDEN Total	\$ 3,235.00
SHAWNA BROWN Total	\$ 36.55
SHEILA LYNN BLESCH Total	\$ 15.50
SHEILA SNYDER Total	\$ 100.00
SHELL CREDIT CARD CENTER Total	\$ 16,915.33
SHERISE SHIVELY Total	\$ 2,932.07
SHIRLEY BOWMAN Total	\$ 56.37
SHIRLEY ZERAFA Total	\$ 6.15

<b>Payee Name</b>	<b>Amount</b>
SHORELINE IRRIGATION, LLC Total	\$ 375.00
SIMPLE CREDIT, INC. Total	\$ 150.00
SOCIAL SECURITY ADMINISTR Total	\$ 100.00
SOFTWARE FOR TODAY Total	\$ 87.50
SOS ANALYTICAL Total	\$ 634.00
SOS LEARNING LAB LLC Total	\$ 730.00
SOURCE JULIEN INC Total	\$ 100.00
SOUTHTOWN PROPERTY MANAGE Total	\$ 1,759.93
SQS INC Total	\$ 32,685.55
STACY LIN HOWE Total	\$ 69.71
STANDARD ELECTRIC COMPANY Total	\$ 225.11
STAPLES Total	\$ 412.05
STAPLES BUSINESS ADVANTAG Total	\$ 288.27
STATE BAR OF MICHIGAN Total	\$ 205.00
STATE FARM Total	\$ 85.00
STATE OF MICHIGAN Total	\$ 117,881.28
STERICYCLE INC Total	\$ 130.86
STONEHOUSE BREAD Total	\$ 75.00
STT INC. Total	\$ 9,026.83
SUMMIT COMPANIES Total	\$ 378.51
SUZANNE BORSOS Total	\$ 185.97
SYNERGY TELCOM INC., Total	\$ 369.56
T.P.O.A.M. Total	\$ 248.00
TAD & MEAGHAN THOMPSON Total	\$ 75.00
TARA AYLSWORTH Total	\$ 141.48
TARGET INFORMATION Total	\$ 106.82
TBAISD Total	\$ 289.42
Teamsters Local 214 Total	\$ 5,902.00
TELE-RAD, INC. Total	\$ 4,435.64
TENURGY LLC Total	\$ 1,208.85
TERESA JEAN SCOLLON Total	\$ 26.73
TERI QUINN Total	\$ 9.40
THE BEHLER-YOUNG COMPANY Total	\$ 168.81
THE HARTFORD INSURANCE Total	\$ 300.00
THE HOME DEPOT CRC Total	\$ 623.67
THE MAPLE CLINIC, INC Total	\$ 210.00
THE TROPHY TROLLEY Total	\$ 24.00
THIRLBY AUTOMOTIVE Total	\$ 18.20
THOMAS ARTHUR HIGGINBOTTO Total	\$ 16.50
THOMAS J SEGER Total	\$ 2,345.00
THOMAS W. MCDONALD, JR. Total	\$ 543.46
THOMSON REUTERS - WEST Total	\$ 4,516.68
TIG INSURANCE COMPANY Total	\$ 85.50
TIMOTHY WILLIAM BEAUDRIE Total	\$ 175.00
TITLE CHECK LLC Total	\$ 10,573.91
TNT ELECTRICAL SYSTEMS, I Total	\$ 31.00

<b>Payee Name</b>	<b>Amount</b>
TODD LEE BEEMAN Total	\$ 42.50
TOKAY SOFTWARE Total	\$ 3,200.00
TOMAHAWK LIVE TRAP LLC Total	\$ 34.84
TOM'S FOOD MARKET Total	\$ 170.00
TOP LINE ELECTRIC LLC Total	\$ 19,170.00
TOTAL COURT SERVICES OF M Total	\$ 23,091.47
TRANSUNION RISK AND ALTER Total	\$ 114.95
TRAVERSE AREA DISTRICT LI Total	\$ 114.15
TRAVERSE AREA SUPPORT SER Total	\$ 1,896.00
TRAVERSE BAY AREA CREDIT Total	\$ 138.46
TRAVERSE BAY MARINE INC. Total	\$ 1,301.84
TRAVERSE BODY & PAINT CEN Total	\$ 2,067.00
TRAVERSE CITY AREA PUBLIC Total	\$ 7,526.62
TRAVERSE CITY FLEET REPAI Total	\$ 2,440.55
TRAVERSE CITY LIGHT & POW Total	\$ 29,065.61
TRAVERSE CITY RECORD EAGL Total	\$ 1,979.90
TRAVERSE CITY ROLLER DERB Total	\$ 210.00
TRAVERSE CITY TREASURER Total	\$ 347,074.03
TRAVERSE NARCOTICS TEAM Total	\$ 120.00
TRAVERSE REPRODUCTION & S Total	\$ 48.64
TRI-GAS DISTRIBUTING CO. Total	\$ 978.04
TYLER CLARK Total	\$ 517.97
ULINE Total	\$ 312.00
UNITED COUNTY OFFICERS AS Total	\$ 110.00
UNITED PARCEL SERVICE Total	\$ 100.00
UNIVERSAL UNDERWRITERS IN Total	\$ 50.00
US BANK EQUIPMENT FINANCE Total	\$ 262.69
USA BLUE BOOK Total	\$ 583.14
VARIPRO BENEFIT ADMINISTR Total	\$ 18,341.36
VERIZON WIRELESS Total	\$ 2,264.10
VICTOR HOFFMAN Total	\$ 15.00
VICTORIA RHODES Total	\$ 75.00
VINCENT J MALONEY Total	\$ 2,445.00
WALMART Total	\$ 574.32
WALMART COMMUNITY CARD Total	\$ 283.02
WALT STEUER PUMPING SERVI Total	\$ 2,328.41
WARD EATON TOW, INC. Total	\$ 62.00
WASH-N-GO CARWASH Total	\$ 18.00
WAYNE COUNTY SHERIFF Total	\$ 73.26
WAYNE STATE UNIVERSITY Total	\$ 990.00
WELLS FARGO BANK Total	\$ (41.00)
WENDY S HIRSCHENBERGER Total	\$ 491.61
WEST MICHIGAN C.U. Total	\$ 50.00
WEST MICHIGAN STAMP & SEA Total	\$ 52.70
WHITEWATER TOWNSHIP Total	\$ 1,191.93
WICKLANDER-ZULAWSKI & ASS Total	\$ 445.00

<b>Payee Name</b>	<b>Amount</b>
WILL & ANGELA KLEEHAMMER Total	\$ 223.53
WILLIAM & MARY POLLARD Total	\$ 200.00
WILLIAM DEAN NUMERICK Total	\$ 203.87
WILLIAM GEORGE SMETHELLS Total	\$ 43.50
WILLIAMS & BAY PUMPING SE Total	\$ 6,760.76
WILLIAMS CHEVROLET Total	\$ 580.65
WINDEMULLER ELECTRIC INC. Total	\$ 376.25
WMU HOMER STRYKER MD SCHO Total	\$ 17,412.00
WOMEN'S RESOURCE CENTER Total	\$ 550.00
WRIGHT EXPRESS FLEET SERV Total	\$ 27.27
YORK RISK SERVICES GROUP, Total	\$ 12,220.76
ZACHARY RYAN EGERER Total	\$ 25.00
ZIMMERMAN LONG, PLLC Total	\$ 1,716.00
<b>Grand Total</b>	<b>\$ 4,172,723.72 ✓</b>

RESOLUTION

**31-2019**

**Finance Department  
Budget Amendments**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on February 20, 2019, and reviewed budget amendments for Fiscal Year 2019 that have been requested by the Director of Finance and are recommended for approval; and,

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

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

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

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

APPROVED: February 20, 2019



# GRAND TRAVERSE COUNTY Budget Amendment Request

Department: Prosecuting Attorney

Submitted by: K.Pahl

Budget Number: 27186

## Budget Adjustment Option:

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

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

\*Requires board approval

<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease			Account Name	Amount
Account Number					
101	229	546.04		Victims Rights - State Revenue	7,061.00

7,061.00

<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease			Account Name	Amount
Account Number					
101	229	743.08		Victims Assistance	5,561.00
101	229	743.40		Supplies VR Grant	1,500.00

7,061.00

Check Figure -

The State of Michigan Department of Health and Human Services awarded an increase to the FY2019 Victim Rights State Grant amount. Built into this Increase is a 5% Ancillary Direct Victim Needs allocation, along with an additional \$1,500 for supplies used to assist victims covered under this program. Notification of this increased allocation came subsequent to our 2019 budget approval. The additional funds will need to be used prior to the end of the State budget period ending September 30, 2019.

Signature: K. Pahl

Accountant Approval: C.A. Wolf

Finance Director Approval: Sean Roth

Date: 1/22/2019

Date: 1/7/19

Date: 2/8/19

Board of Commissioner Meeting Approval Date: 2/20/19



**GRAND TRAVERSE COUNTY**  
**Budget Amendment Request**

Department: Parks and Recreation

Submitted by: Ryan Walsh, Office Manager

Budget Number: 27177

**Budget Adjustment Option:**

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

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

\*Requires board approval

<input checked="" type="checkbox"/> Increase			<input type="checkbox"/> Decrease		
Account Number			Account Name		Amount
208	751	702.00	Full Time & Regular Part Time		2,873.00
208	751	705.00	Personal Leave		111.00
208	751	715.00	FICA		228.00
208	751	716.02	Short & L-T Disability		29.00
208	751	717.00	Life Insurance		8.00
208	751	718.05	Retirement DB		179.00
208	751	719.00	Workers' Compensation		3.00
208	752	702.00	Full Time & Regular Part Time		5,745.00
208	752	705.00	Personal Leave		222.00
208	752	715.00	FICA		457.00
208	752	716.02	Short & L-T Disability		58.00
208	752	717.00	Life Insurance		16.00
208	752	718.05	Retirement DB		358.00
208	752	719.00	Workers' Compensation		6.00
208	757	702.00	Full Time & Regular Part Time		2,873.00
208	757	705.00	Personal Leave		111.00
208	757	715.00	FICA		228.00
208	757	716.02	Short & L-T Disability		29.00
208	757	717.00	Life Insurance		8.00
208	757	718.05	Retirement DB		179.00
208	757	719.00	Workers' Compensation		3.00
208	759	702.00	Full Time & Regular Part Time		2,873.00
208	759	705.00	Personal Leave		111.00
208	759	715.00	FICA		228.00
208	759	716.02	Short & L-T Disability		29.00
208	759	717.00	Life Insurance		8.00
208	759	718.05	Retirement DB		179.00
208	759	719.00	Workers' Compensation		3.00
					17,155.00

<input type="checkbox"/> Increase			<input checked="" type="checkbox"/> Decrease		
Account Number			Account Name		Amount
208	752	703.00	Part Time Temporary		17,155.00
					<u>17,155.00</u>

Check Figure

To amend original budget to reflect the payroll split in 2019 for a temporary employee made permanent effective 1/1/2019. This decision was made subsequent to the final 2019 budget presented to the Board of Commissioners in November 2018.

Signature: Ryan Walsh

Date: 1/25/2019

Accountant Approval: C.A. Walsh

Date: 1/30/19

Finance Director Approval: Team Port

Date: 2/2/19

Board of Commissioner Meeting Approval Date: 2/20/19



## GRAND TRAVERSE COUNTY Budget Amendment Request

Department: Capital Improvements Fund

Submitted by: Dean Bott

Budget Number: 27160/27162/ 27170

### Budget Adjustment Option:

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

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

\*Requires board approval

<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease		
Account Number		Account Name	Amount
472-000-401.00		Fund Balance	931,500.00
472-000-582.00		Local Grants	27,500.00

959,000.00

<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease		
Account Number		Account Name	Amount
472-000-976.01		Improvements	228,500.00
472-000-977.00		Machinery & Equipment	18,500.00
472-000-978.00		Vehicles	160,000.00
472-000-977.10		IT & System Software	552,000.00

959,000.00

Check Figure -

### Summary:

Amend Capital Improvement Fund Budget for planned IT Technology Upgrades, Improvements, Vehicles, and Equipment purchases approved as part of the 2019 Budget and based on available fund balance in the fund.

Signature: Dean Bott Date: 1/21/2019

Accountant Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director Approval: Dean Bott Date: 1/21/2019

Board of Commissioner Meeting Approval Date: 2/6/2019

RESOLUTION

**32-2019**

**Non-Contract Hourly Wage Scale**

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on February 20, 2019, reviewed the request to update the Non-Contract Hourly wage scale for Grand Traverse County; and,

WHEREAS, The Michigan minimum wage increases from \$9.25 per hour to \$9.45 per hour on March 31, 2019; and,

WHEREAS, The Non-Contract Hourly Wage Scale needs to be updated to reflect Step Training 1, Grade AA New Employees will be updated to \$9.45 per hour, which is a \$0.13 increase.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS THAT Grand Traverse County approves the recommendation to update the Non-Contract Hourly Wage Scale.

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 20, 2019

RESOLUTION

**33-2019**

**Approval of the Traverse Area District Library Board Selection Policy**

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on February 20, 2019, reviewed the proposed Traverse Area District Library Board Selection Policy for Grand Traverse County; and,

WHEREAS, County Administration and Deputy Civil Counsel drafted and presented the Traverse Area District Library Board Selection Policy; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS THAT Grand Traverse County approves the Traverse Area District Library Board Selection Policy attached hereto and hereby becoming a part of this resolution.

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

APPROVED: February 20, 2019

RESOLUTION 34-2019

**COUNTY OF GRAND TRAVERSE  
BOARD OF COMMISSIONERS**

At a regular meeting of the Board of Commissioners of the County of Grand Traverse held in the Grand Traverse County Administration Building in the City of Traverse City, Michigan on the 20th day of February 2019, at 8:00 a.m. Eastern Standard Time there were:

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

ABSENT: Gordie LaPointe

The following preamble and resolution were offered by Commissioner Wheelock, and supported by Commissioner Hundley.

**RESOLUTION TO AUTHORIZE THE ISSUANCE  
OF NOT TO EXCEED \$6,600,000  
GRAND TRAVERSE COUNTY – WASTEWATER TREATMENT PLANT UPGRADE  
REFUNDING BONDS, SERIES 2019**

WHEREAS, pursuant to the provisions of Act No. 185, Public Acts of Michigan, 1957, as amended ("Act 185"), the City of Traverse City, the Township of Acme, the Charter Township of East Bay, the Charter Township of Garfield and the Township of Peninsula, all located in the County of Grand Traverse as well as the Charter Township of Elmwood located in the County of Leelanau (together the "Municipalities") and the County of Grand Traverse (the "County") have entered into a contract dated as of March 1, 2002 (the "Contract") governing the Traverse City Wastewater Treatment Plant Upgrade (2002 Project) pursuant to which the Grand Traverse County - Traverse City Wastewater Treatment Plant Upgrade (2002 Project) Bonds, dated July 1, 2002 (the "2002 Bonds") were issued in the original principal amount of \$32,900,000 to defray the cost of upgrading the Traverse City Wastewater Treatment Plant; and

WHEREAS, pursuant to the provisions of Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"), the Charter Township of Garfield (the "Township") and the County of Grand Traverse (the "County") among others have entered into a contract dated as of March 1, 2002 (the "Contract") governing the Traverse City Wastewater Treatment Plant Upgrade Refunding Bonds pursuant to which the Grand Traverse County - Traverse City Wastewater Treatment Plant Upgrade Refunding Bonds, Series 2011, (the "Prior Bonds") were issued in the original principal amount of \$32,900,000 to defray the cost of refunding the Prior Bonds; and

WHEREAS, the Prior Bonds remain outstanding in the aggregate principal amount of \$6,450,000 maturing in various principal amounts on May 1 in the years 2019 through 2022 and bear interest at a rate of 4.00%; and

WHEREAS, Public Act No. 34 of the Public Acts of Michigan, 2001, as amended ("Act 34"), authorizes the County to refund all or any part of its funded indebtedness; and

WHEREAS, the County and the Municipalities have determined that a significant cost savings can be achieved by refunding all or part of the outstanding Prior Bonds; and

WHEREAS, the governing bodies of the Municipalities have adopted or will adopt a resolution requesting and authorizing the County to issue its refunding bonds for the purpose of refunding all or part of the Prior Bonds issued to finance the Project and paying the costs of issuing the refunding bonds and has covenanted and agreed to continue to make payments to the County in accordance with the Contract in amounts sufficient to pay the principal of and interest on the Refunding Bonds and all paying agency fees and other expenses and charges (including the Board of Public Work's administrative expenses) which are payable on account of the Prior Bonds and the refunding bonds; and

WHEREAS, the Board of Public Works has recommended that this resolution be adopted in order to effect the refunding of all or part of the Prior Bonds and the Board of Public Works has determined that it is in the best interest of the Municipalities and the County that such refunding be undertaken.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. AUTHORIZATION OF BONDS - PURPOSE. Bonds of the County, aggregating the principal sum of not to exceed Six Million Six Hundred Thousand Dollars (\$6,600,000) (the "Refunding Bonds") shall be issued and sold pursuant to the provisions of Act 34, and other applicable statutory provisions, for the purpose of refunding all or part of the Prior Bonds; subject, however, to adjustment as described under "DECREASE IN AGGREGATE AMOUNT OF REFUNDING BONDS", Section 4.

2. BOND DETAILS. The Refunding Bonds shall be designated "Grand Traverse County – Wastewater Treatment Plant Upgrade Refunding Bonds, Series 2019"; shall be dated as of such date as shall be approved by the County Treasurer at the time of sale; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding 6% per annum to be determined upon the sale thereof payable on such dates as shall be determined by the County Treasurer at the time of sale; and shall mature on such dates and in such years as shall be determined by the County Treasurer at the time of sale.

3. ADJUSTMENT OF REFUNDING BOND MATURITIES. The County Treasurer is authorized by order in the form attached as EXHIBIT A to adjust the amounts of the maturities of the Refunding Bonds, as set forth in Section 4.

4. DECREASE IN AGGREGATE AMOUNT OF REFUNDING BONDS. In the event the amount necessary to refund the Prior Bonds shall be less than \$6,600,000, the County Treasurer shall decrease the principal amount of the Refunding Bonds by any amount, to the extent required to avoid the issuance of more Refunding Bonds than will be required in light of the amount of Refunding Bonds to be issued and bids received, which decrease may be applied to any one or more of the maturities and the Request for Proposal attached as EXHIBIT B shall so provide or be changed accordingly. In the event that any one or more of the Municipalities determines to contribute additional amounts toward the refunding of the bonds, the bonds shall further be reduced by the amount of such contribution.

5. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the Refunding Bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the bonds to the bond registrar and paying agent as they severally mature. Interest shall be paid to the registered owner of each bond as shown on the registration books at the close of business on the fifteenth day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by

check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.

6. PRIOR REDEMPTION. The Refunding Bonds shall not be subject to redemption prior to maturity.

7. (A) BOND REGISTRAR AND PAYING AGENT/BOOK ENTRY DEPOSITORY TRUST. The County Treasurer shall designate, and shall enter into an agreement with, a bond registrar and paying agent for the Refunding Bonds which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The County Treasurer from time to time as required may designate a similarly qualified successor bond registrar and paying agent. If so designated the Refunding Bonds shall be deposited with a depository trustee designated by the Director who shall transfer ownership of interests in the Refunding Bonds by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Refunding Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Director after consultation with the depository trustee. The Director is authorized to enter into any depository trust agreement on behalf of the Department of Public Works upon such terms and conditions as the Director shall deem appropriate and not otherwise prohibited by the terms of this Resolution, which Contract shall be executed by the Director. The depository trustee may be the same as the Registrar otherwise named by the Director, and the Refunding Bonds may be transferred in part by depository trust and in part by transfer of physical certificates as the Director may determine.

(B) Exchange and Transfer of Bonds.

(i) The Refunding Bonds, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Refunding Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Refunding Bonds.

(ii) The Refunding Bonds shall be transferable upon the books of the County, which shall be kept for that purpose by the bond registrar and paying agent, only upon surrender of such Refunding Bonds together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

(iii) Upon the exchange or transfer of the Refunding Bonds, the bond registrar and paying agent on behalf of the County shall cancel the surrendered Refunding Bonds and shall authenticate and deliver to the transferee new Refunding Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Refunding Bonds. If, at the time the bond registrar and paying agent authenticates and delivers new Refunding Bonds pursuant to this Section, payment of interest on the Refunding Bonds is in default, the bond registrar and paying agent shall endorse upon the new Refunding Bonds the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is \_\_\_\_\_, \_\_\_\_."

(iv) The County and the bond registrar and paying agent may deem and treat the person in whose name the Refunding Bonds shall be registered upon the books of the County as the absolute owner of such Refunding Bonds, whether such Refunding Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Refunding Bonds and for all other purposes, and all payments made to any such registered owner, or upon his or her order, in accordance with the provisions of Section 5 of this Resolution shall be valid

and effectual to satisfy and discharge the liability upon such Refunding Bonds to the extent of the sum or sums so paid, and neither the County nor the bond registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

(v) For every exchange or transfer of the Refunding Bonds, the County or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

(vi) The bond registrar and paying agent shall not be required to transfer or exchange the Refunding Bonds or portion of the Refunding Bonds which has been selected for redemption.

8. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The Refunding Bonds shall be executed in the name of the County by the facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent, and the seal of the County (or a facsimile thereof) shall be impressed or imprinted on the Refunding Bonds. After the Refunding Bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the County Treasurer to the purchaser upon receipt of the purchase price. Additional Refunding Bonds bearing the facsimile signature of the Chairman of the Board of Commissioners and the County Clerk and upon which the seal of the County (or a facsimile thereof) is impressed or imprinted may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of the Refunding Bonds. The bond registrar and paying agent shall indicate on each Refunding Bond the date of its authentication.

9. QUALIFIED TAX-EXEMPT OBLIGATIONS. The Bonds are not to be designated as "qualified tax-exempt obligations" as described in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended unless, at the time the Request for Proposal is circulated, it is determined that the Refunding Bonds are eligible for such designation, in which event the Request for Proposal shall be so changed and the Refunding Bonds shall be so designated.

10. ESCROW AGENT: Proceeds from the Refunding Bonds will be transferred to The Huntington National Bank, Grand Rapids, Michigan, as escrow agent (the "Escrow Agent") under an escrow agreement (the "Agreement"), who will use such proceeds to acquire investment obligations sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds when due or upon the first permissible redemption date for the Refunded Bonds.

11. FORM OF BONDS. The Refunding Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA-STATE OF MICHIGAN

GRAND TRAVERSE COUNTY – WASTEWATER TREATMENT PLANT UPGRADE  
REFUNDING BONDS, SERIES 2019

INTEREST RATE DATE OF MATURITY DATE OF ORIGINAL ISSUE CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

=====

**FOR VALUE RECEIVED**, the County of Grand Traverse, State of Michigan (the "County"), acknowledges itself indebted to, and for value received, hereby promises to pay to, CEDE & CO., as nominee for THE DEPOSITORY TRUST COMPANY, New York, New York (the "Depository Trustee"), the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided. The Depository Trustee will act as securities depository for this refunding bond (the "Refunding Bond") and the other bonds of this series. Purchases of beneficial interests in the refunding bonds will be made in book-entry-only form, in denominations of \$5,000 each or any integral multiple thereof. The refunding bonds have an original issuance date of \_\_\_\_\_, \_\_\_\_\_, and will bear interest from the Date of Issuance payable on \_\_\_\_\_ 1, \_\_\_\_\_, and semiannually thereafter on the first day of \_\_\_\_\_ and \_\_\_\_\_ in each year to and including the Maturity Date or earlier redemption of this Refunding Bond. The principal, premium (if any) and interest on the refunding bonds will be paid at the principal corporate trust office of \_\_\_\_\_, the paying agent and bond registrar (the "Bond Registrar"). So long as the Depository Trustee or its nominee, CEDE & CO., is the registered owner of the refunding bonds, such payments will be made directly to the Depository Trustee or such nominee. Disbursement of such payments to the Depository Trustee is the responsibility of the Depository Trustee, and disbursements of such payments to the beneficial owners is the responsibility of the Depository Trustee Participants and Indirect Participants. Such payments of principal, premium (if any) or interest are payable in lawful money of the United States of America.

This Refunding Bond is one of a series of refunding bonds, aggregating the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), being issued by said County under, pursuant to, and in full conformity with the Constitution and statutes of the State of Michigan [especially Act No. 185, Public Acts of Michigan, 1957, as amended,] and Act No. 34, Public Acts of Michigan, 2001, as amended, and resolutions adopted by the Board of Commissioners of the County and the Board of Public Works of the County (the "Resolutions") to provide funds to be deposited with \_\_\_\_\_, Michigan as escrow agent (the "Escrow Agent"), under an escrow agreement dated as of \_\_\_\_\_. The Escrow Agent will use such proceeds, to acquire non-callable direct obligations of the United States which, when paid in accordance with their terms, will provide sufficient funds (i) to pay when due, to and including \_\_\_\_\_, \_\_\_\_\_, the interest on part of the County's \_\_\_\_\_ maturing in the years \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_ (such outstanding bonds referred to as the "Refunded Bonds") and (ii) on \_\_\_\_\_, \_\_\_\_\_ to redeem said Refunded Bonds at the redemption price of \_\_\_\_\_ percent (\_\_\_\_%) of the principal amount thereof. The Refunded Bonds were issued for the purpose of defraying the cost of \_\_\_\_\_ servicing the \_\_\_\_\_, Michigan (the "\_\_\_\_\_") and are payable primarily from the proceeds of contractual payments to be paid by the \_\_\_\_\_ of \_\_\_\_\_ (together the "Municipalities") to the County, pursuant to the Grand Traverse County \_\_\_\_\_ Contract, dated \_\_\_\_\_ (the "Contract") between the Municipalities and the County. As security for the payment of the principal of, premium (if any) and interest on the Refunded Bonds, the full faith and credit of the County has also been pledged. Refunding bonds of this

issue shall constitute obligations of the same character as the Refunded Bonds and shall be construed to be a continuation of the Refunded Bonds.

The date of record for the payment of principal of, premium (if any) or interest on this Refunding Bond shall be the fifteenth (15) day of the month preceding the date such payment is due.

This Refunding Bond and the other refunding bonds of this series have \_\_\_\_ been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Refunding bonds maturing prior to \_\_\_\_\_ 1, \_\_\_\_ shall not be subject to redemption prior to maturity. Refunding bonds maturing on or after \_\_\_\_\_ 1, \_\_\_\_ shall be subject to redemption prior to maturity at the option of the County, in any order, in whole or in part, at par on any interest payment date on or after \_\_\_\_\_ 1, \_\_\_\_\_. Bonds of a denomination greater than \$5,000 may be partially redeemed in the amount of \$5,000 or any integral multiple thereof. If less than all of the refunding bonds maturing in any year are to be redeemed, the refunding bonds or portions of bonds to be redeemed shall be selected by lot. In case less than the full amount of an outstanding refunding bond is called for redemption, the Bond Registrar, upon presentation of the refunding bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original refunding bond not called for redemption of the same maturity and bearing the same interest rate.

Not less than thirty (30) days' notice of redemption for the refunding bonds to be called for redemption shall be given by mail to each registered owner at the registered address. Refunding bonds or portion of bonds called for redemption shall not bear interest on or after the date fixed for redemption, provided funds are on hand with the Bond Registrar to redeem the same.

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

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF, AND SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH ON THE FRONT SIDE HEREOF.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this Refunding Bond and the other bonds of this series, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the County, including the series of bonds of which this is one, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF**, the County of Grand Traverse, State of Michigan by its Board of Commissioners, has caused this Refunding Bond to be executed in its name by facsimile signatures of the Chairman of its Board of Commissioners and its County Clerk, has caused its corporate seal (or a facsimile thereof) to be impressed or imprinted hereon. This Refunding Bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the County's bond registrar and paying agent, all as of the Date of Original Issue set forth above.

**COUNTY OF GRAND TRAVERSE**

By:

By:

County Clerk

Chairman

### **CERTIFICATE OF AUTHENTICATION**

This Refunding Bond is one of the series of bonds designated "Grand Traverse County – Wastewater Treatment Plant Upgrade Refunding Bonds, Series 2019".

DATE OF AUTHENTICATION:

Authorized Representative as Transfer Agent and Authenticating Agent

### **ASSIGNMENT**

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

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

Signature:

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

Signature Guaranteed:

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

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

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

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

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

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF TRANSFEREE

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

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

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

The signature must be guaranteed by a commercial bank, a trust company or a brokerage firm which is a member of a major stock exchange.

11. SECURITY. The Refunding Bonds shall be issued in anticipation of payments to be made by the Municipalities pursuant to the Contract. As primary security, the full faith and credit of the County are hereby pledged for the prompt payment of the principal of and interest on the Refunding Bonds as the same shall become due. If any one or more of the Municipalities shall fail to make their payments to the County which are sufficient to pay the principal of and interest on the Refunding Bonds as the same shall become due, then an amount sufficient to pay the deficiency shall be advanced from the general fund of the County.

12. BOND PAYMENT FUND. The County shall establish and maintain a bond payment fund (the "Bond Payment Fund") to be used solely for the purpose of (i) paying principal of, premium, if any, and interest on the Refunding Bonds as well as costs, including the fees and expenses of the Bond Registrar, incidental to the Refunding Bonds and (ii) the fees and expenses of the paying agent or paying agents for the Refunding Bonds.

13. INVESTMENTS. Moneys in the Bond Payment Fund may be continuously invested and reinvested in United States government obligations, obligations the principal and interest on which are unconditionally guaranteed by the United States government, or in interest-bearing time deposits selected by the County which are permissible investments for surplus funds under Act No. 20, Public Acts of Michigan, 1943, as amended. Such investments shall mature, or be subject to redemption at the option of the holder, not later than the dates moneys in such fund will be required to pay the principal of and premium, if any, and interest on the Refunding Bonds. Obligations purchased as an investment of moneys in the Bond Payment Fund shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

14. DEPOSITORIES. All of the banks located in the State of Michigan are hereby designated as permissible depositories of the moneys in the funds established by this Refunding Bond Resolution, except that the moneys in the Bond Payment Fund shall only be deposited in such banks where the principal of, premium, if any, and interest on the Refunding Bonds are payable. The County Treasurer shall select the depository or depositories to be used from those banks authorized in this Section."

15. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of and interest on the Refunding Bonds, shall have been deposited in trust, this Bond Resolution shall be defeased and the owners of the Refunding Bonds shall have no further rights under this Bond Resolution except to receive payment of the principal of and interest on the Refunding Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein.

16. PAYMENT OF ISSUANCE EXPENSES - ESCROW FUND. The proceeds of the Refunding Bonds shall be used to pay the issuance expenses of the Refunding Bonds and to establish an escrow fund for the Prior Bonds. After the issuance expenses have been paid or provided for the remaining proceeds shall be used to establish an escrow fund (the "Escrow Fund") consisting of cash and investments in direct obligations of, or obligations the principal of

and interest on which are unconditionally guaranteed by, the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing and used to pay the principal of, interest on and redemption premiums on the Prior Bonds. The Escrow Fund shall be held by a trustee (the "Trustee") in trust pursuant to an escrow agreement (the "Escrow Agreement") which irrevocably shall direct the Trustee to take all necessary steps to pay the interest on the Prior Bonds when due until the call date and to call the Prior Bonds for redemption at such time as shall be determined in the Escrow Agreement. The Board of Public Works is authorized to select the Trustee and enter into the Escrow Agreement on behalf of the County. The amounts held in the Escrow Fund shall be such that the cash and the investments and the income received thereon will be sufficient without reinvestment to pay the principal of, interest on and redemption premiums, if any, on the Prior Bonds when due at maturity or call for redemption as required by the Escrow Agreement.

The Escrow Agreement shall be in substantially the form attached hereto as EXHIBIT C with such changes, additions or deletions as are not inconsistent with this resolution.

17. APPROVAL OF DEPARTMENT OF TREASURY. The issuance and sale of the Refunding Bonds may be subject to permission being granted therefor by the Department of Treasury of the State of Michigan and the Chief Administrative Officer of the County, if necessary, is authorized and directed to make application to the Department of Treasury for permission to issue and sell the Refunding Bonds as provided by the terms of this resolution.

18. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. (a) The County Treasurer is authorized to determine the principal amount of the Refunding Bonds to be sold and to sell the Refunding Bonds at not less than \_\_\_\_% of par plus accrued interest in accordance with the laws of this State. (b) The County hereby determines that either in order to save the cost of publication of an official Notice of Sale that it will sell the Refunding Bonds at a negotiated sale after solicitation of proposals from prospective purchasers by its Financial Advisor. In that event, the County's Financial Advisor is authorized to solicit proposals from at least twenty-five prospective purchasers and to circulate a Request for Proposal at least seven days prior to the date fixed for receipt of proposals for the purchase of the Refunding Bonds. The Request for Proposal shall be in substantially the form attached to this resolution as Exhibit B with such changes therein as are not inconsistent with this resolution and as are approved by the County Treasurer after conferring with Bond Counsel. (c) In the event that the Treasurer determines that it would be better to sell the Bonds at a competitive sale after publication of an "Official Notice of Sale". Once all proposals are received, the County Treasurer shall determine the lowest true interest cost proposed and thereafter award the Bonds to the proposer meeting that criteria. The Bond Counsel and Financial Advisor are hereby designated to act for and on behalf of the County to either receive proposals for the purchase of the Refunding Bonds or working with Bond Counsel to advise the County which bid is lowest after bids were received from the published Notice of Sale and to take all other steps necessary in connection with the sale, issuance, transfer and delivery thereof in accordance with the provisions of this resolution.

19. REPLACEMENT OF BONDS. Upon receipt by the Board of Public Works of proof of ownership of an unmatured Refunding Bond, of satisfactory evidence that the bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the Board of Public Works, the Board of Public Works may authorize the bond registrar and paying agent to deliver a new executed Refunding Bond to replace the Refunding Bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured Refunding Bond is lost, apparently destroyed or wrongfully taken, the Board of Public Works may authorize the bond registrar and paying agent to pay the Refunding Bond without presentation upon the receipt of the same documentation required for the delivery of a replacement Refunding Bond. The bond registrar and paying agent, for each new Refunding Bond delivered or paid without presentation as

provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the County in the premises. Any Refunding Bond delivered pursuant the provisions of this Section 20 in lieu of any Refunding Bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Refunding Bond in substitution for which such Refunding Bond was delivered.

20. TAX COVENANT. The County covenants to comply with all applicable requirements of the Internal Revenue Code of 1986, as amended, necessary to assure that the interest on the Refunding Bonds will be and will remain excludable from gross income for federal income tax purposes. The Board of Public Works and other appropriate County officials are authorized to do all things necessary (including the making of such covenants of the County as shall be appropriate) to assure that the interest on the Refunding Bonds will be and will remain excludable from gross income for federal income tax purposes.

21. OFFICIAL STATEMENT. The County Treasurer is authorized to cause the preparation of an official statement for the Refunding Bonds for purpose of enabling compliance with Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended (the "Rule") and to do all other things necessary to enable compliance with the Rule. After the award of the Refunding Bonds, the County will provide copies of a "final official statement" (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the purchaser thereof to enable such purchaser to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

22. PROFESSIONAL FIRMS. Clark Hill PLC, Detroit, Michigan is hereby appointed to serve as bond counsel and Municipal Financial Consultants, Milford, Michigan is hereby appointed to serve as financial advisor in connection with the issuance of the Refunding Bonds.

23. CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

BE IT FURTHER RESOLVED, that the budget is to be established not to exceed the authorized bonds amount and/or contributions from other sources.

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

NAYS:

ABSENT: Gordie LaPointe

RESOLUTION ADOPTED.

COUNTY OF GRAND TRAVERSE)

The undersigned, being the duly qualified and acting Clerk of the County of Grand Traverse, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County at a \_\_\_\_\_ meeting held on \_\_\_\_\_, 2019 at which meeting a quorum was present and remained throughout; (2) the original thereof is on file in the records of the proceedings of the County in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

County Clerk

**EXHIBIT A**

**ORDER ADJUSTING MATURITIES**

**\$\_\_\_\_\_**  
**COUNTY OF GRAND TRAVERSE**  
**GRAND TRAVERSE COUNTY – WASTEWATER TREATMENT PLANT UPGRADE**  
**REFUNDING BONDS, SERIES 2019**

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The undersigned, County Treasurer, as authorized in the Award Order hereby establishes the final maturities for the above captioned refunding bond issue with interest rates thereon, as follows:

Due		
<u>1</u>	<u>Amount</u>	<u>Rate</u>

TOTAL	\$_____
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Dated: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
County Treasurer

**EXHIBIT B**

**OFFICIAL REQUEST FOR PROPOSAL**

**\$ \_\_\_\_\_**

**COUNTY OF GRAND TRAVERSE**

**State of Michigan**

**GRAND TRAVERSE COUNTY – WASTEWATER TREATMENT PLANT UPGRADE  
REFUNDING BONDS, SERIES 2019**

**SEALED OR ELECTRONIC PROPOSALS:** Sealed proposals for the purchase of the refunding bonds described herein (the "Refunding Bonds") will be received by the undersigned for and on behalf of the County of Grand Traverse (the "County"), acting by and through its Board of Public Works at the Office of the County Treasurer, \_\_\_\_\_, Traverse City, Michigan \_\_\_\_\_, on \_\_\_\_\_, \_\_\_\_\_ until \_\_\_\_:\_\_\_\_ .m., Eastern \_\_\_\_\_ Time, at which time and place said proposals will be publicly opened and read.

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

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

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

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

**The Refunding Bonds will be awarded or all proposals will be rejected by the County Treasurer at a proceeding to be held within twenty-four hours of the sale.**

**REFUNDING BOND DETAILS:** The Refunding Bonds will be dated \_\_\_\_\_ 1, \_\_\_\_\_ and will be known as "Grand Traverse County – Wastewater Treatment Plant Upgrade Refunding Bonds, Series 2019". The Refunding Bonds will be fully registered Refunding Bonds, both as to principal and interest, in any one or more denominations of \$5,000 or a multiple of \$5,000, numbered from 1 upwards and will bear interest from their date of issuance payable \_\_\_\_\_ 1, \_\_\_\_\_ and semi-annually thereafter on each \_\_\_\_\_ 1 and \_\_\_\_\_ 1 until maturity. The Refunding Bonds will mature on \_\_\_\_\_ 1 of each year as follows:

<b><u>YEAR</u></b>	<b><u>AMOUNT</u></b>	<b><u>YEAR</u></b>	<b><u>AMOUNT</u></b>	<b><u>YEAR</u></b>	<b><u>AMOUNT</u></b>
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**PRIOR REDEMPTION:** The Refunding Bonds shall not be subject to redemption prior to maturity.

**INTEREST RATE AND PROPOSING DETAILS:** The Refunding Bonds shall bear interest at a rate or rates not exceeding 6% per annum, to be fixed by the proposals therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only. All bonds maturing in any one year must carry the same interest rate. THE INTEREST RATE BORNE BY BONDS MATURING IN ANY YEAR SHALL NOT BE AT A RATE LOWER THAN THE RATE BORNE BY BONDS MATURING IN ANY PRECEDING YEAR. No proposal for the purchase of less than all of the Refunding Bonds, at a price less than \_\_\_\_% of their par value or at an interest rate or rates that will result in a net interest cost exceeding 6%, will be considered.

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

**BOOK-ENTRY-ONLY:** The Refunding Bonds will be issued in book-entry-only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Refunding Bonds. Purchase of the Refunding Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in Refunding Bonds purchased. The book-entry-only system is described further in the nearly final official statement for the Refunding Bonds.

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

**PURPOSE AND SECURITY:** The Refunding Bonds are being issued pursuant to Act No. 185, Public Acts of Michigan, 1957, as amended ("Act 185") and; Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"); and the County's Resolution for the purpose of advance refunding the outstanding Grand Traverse County \_\_\_\_\_, dated \_\_\_\_\_ maturing in the years \_\_\_\_ through \_\_\_\_ (the "Refunded Bonds"), of which \$\_\_\_\_\_ remains outstanding. The Refunding Bonds are issued in anticipation of, and are primarily payable from, moneys to be received by the County from the \_\_\_\_\_ (the "Municipalities") and the pursuant to a certain contract between the County and the Municipalities dated as of \_\_\_\_\_ (together the "Contract"), to defray part of the cost of acquiring and constructing the \_\_\_\_\_ as described in the Contract. The

County has irrevocably pledged to the payment of said bonds the total contractual payments, which payments are payable at such times and are established in such amounts as are required to pay the entire principal of and interest on the bonds promptly when due. As additional security for the payment of the bonds and the interest thereon, the County, as authorized by law, has pledged its full faith and credit for the prompt and timely payment thereof, and, to the extent necessary, is obligated by law to levy ad valorem taxes for such purpose, without limitation as to rate or amount.

**ESCROW AGENT:** Proceeds from the Refunding Bonds will be transferred to \_\_\_\_\_, \_\_\_\_\_, Michigan as escrow agent (the "Escrow Agent") under an escrow agreement dated \_\_\_\_\_ 1, \_\_\_\_\_ (the "Agreement"), who will use such proceeds to acquire investment obligations sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds when due or upon the first permissible redemption date for the Refunded Bonds.

**ADJUSTMENT IN PRINCIPAL AMOUNT:** The aggregate principal amount of this issue has been determined as the amount necessary to retire the Refunded Bonds and pay a portion or all of the costs of issuance of the Refunding Bonds, assuming certain conditions and events exist on the date of sale. Following receipt of proposals and prior to final award, the County reserves the right to increase or decrease the aggregate principal amount of the issue by any amount. The increase or decrease will be increments of \$5,000 and may be made in any maturity or maturities. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful proposer for all maturities will not change. The successful proposer may not withdraw the proposal as a result of any changes made within these limits.

**ADJUSTMENT IN DISCOUNT:** In the event the principal amount of this issue is increased or decreased, the discount proposed, if any, will be adjusted downwards so that it is the same percent as the discount originally proposed.

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

**GOOD FAITH:** A certified or cashier's check drawn upon an incorporated bank or trust company or a wire transfer in an amount equal to 2% (\$\_\_\_\_\_) of the face amount of the Refunding Bonds, and payable to the order of the County will be required of the successful proposer as a guarantee of good faith on the part of the proposer, to be forfeited as liquidated damages if such proposal be accepted and the proposer fails to take up and pay for the Refunding Bonds. If a check is used, it must accompany each proposal. If a wire transfer is used, the successful proposer is required to wire the good faith deposit not later than Noon, prevailing Eastern Time, on the next business day following the sale using the wire instructions provided by Municipal Financial Consultants Incorporated. The good faith deposit will be applied to the purchase price of the Refunding Bonds. No interest shall be allowed on the good faith checks, and checks of each unsuccessful proposer will be promptly returned to such proposer's representative or by registered mail. The good faith check of the successful proposer will be

cashied immediately, in which event, payment of the balance of the purchase price of the Refunding Bonds shall be made at the closing.

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

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

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

**"QUALIFIED TAX EXEMPT OBLIGATIONS":** The Refunding Bonds have \_\_\_\_\_ been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

**"ISSUE PRICE":** The winning bidder shall assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form provided by Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Issuer and Bond Counsel. All actions to be taken by the Issuer under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

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

- (1) the Issuer is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;

(3) the Issuer anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the Issuer anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest true interest cost, as set forth in this Notice of Sale.

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

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

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

By submitting a bid, each bidder confirms that, except as otherwise provided in its bid, it has an established industry reputation for underwriting new issuances of municipal bonds, and, further, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5<sup>th</sup>) business day after the sale date; or

(2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

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

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

any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

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

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

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

**DELIVERY OF BONDS:** The County will furnish Refunding Bonds ready for execution at its expense. Refunding Bonds will be delivered without expense to the purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Refunding Bonds, will be delivered at the time of delivery of the Refunding Bonds. If the Refunding Bonds are not tendered for delivery by twelve o'clock noon, Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful proposer may on that day, or any time thereafter until delivery of the Refunding Bonds, withdraw its proposal by serving written notice of cancellation on the undersigned, in which event the County shall promptly return the good faith deposit. Payment for the Refunding Bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the Refunding Bonds shall be paid by the purchaser at the time of delivery.

**UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE:** In order to assist proposers in complying with SEC Rule 15c2-12, as amended, the County and the Municipalities will covenant to undertake (pursuant to resolutions adopted or to be adopted by their governing bodies), to provide annual reports and timely notice of certain events for the benefit of beneficial owners of the Refunding Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Certificate to be executed and delivered by the County and the

Municipalities, a form of which is included in the nearly final official statement and in the final official statement.

### **OFFICIAL STATEMENT:**

#### **Hard Copy**

A copy of the nearly final official statement (the "Nearly Final Official Statement") may be obtained by contacting Municipal Financial Consultants Incorporated at the address listed below. The Nearly Final Official Statement is in a form deemed final as of its date by the County for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion of a final official statement (the "Final Official Statement"). The successful proposer shall supply to the County, within twenty-four (24) hours after the award of the Refunding Bonds, all pricing information and any underwriter identification determined by Bond Counsel to be necessary to complete the Final Official Statement.

#### **Internet**

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

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

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

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

**FURTHER INFORMATION:** Additional information may be obtained from Meredith A. Shanle, Municipal Financial Consultants Incorporated, 21 Kercheval Avenue, Suite 360, Grosse Pointe Farms, Michigan 48236, telephone (313) 884-9824.

### **THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.**

**ENVELOPES:** Envelopes containing the bids should be plainly marked "Proposal for Grand Traverse County – Wastewater Treatment Plant Upgrade Refunding Bonds, Series 2019"

\_\_\_\_\_,  
Grand Traverse County Treasurer



**EXHIBIT C**  
**ESCROW AGREEMENT**

**COUNTY OF GRAND TRAVERSE**

This escrow agreement (the "Agreement"), dated as of \_\_\_\_\_, is between the COUNTY OF GRAND TRAVERSE, Michigan (the "County") and \_\_\_\_\_, Michigan, as escrow agent (the "Escrow Agent").

WHEREAS, the County has previously issued the following bonds of which the principal amounts listed below remain outstanding:

<u>Prior Bonds</u>	<u>Outstanding Principal</u>
--------------------	----------------------------------

**(the "Prior Bonds")**

(all of such outstanding bonds hereinafter referred to as the "Prior Bonds") all bearing interest, due as to principal and subject to redemption as more fully described in *APPENDIX I* to this Agreement.

WHEREAS, for the purpose of paying the principal and interest on the Prior Bonds when due on \_\_\_\_\_ 1, \_\_\_\_\_ and on that date of redeeming the Prior Bonds maturing in the years \_\_\_\_\_ through \_\_\_\_\_ in the total aggregate principal amount of \$\_\_\_\_\_ (the "Refunded Bonds"), the County has, pursuant to a refunding bond resolution adopted on \_\_\_\_\_ (the "Resolution") authorized the issuance of a series of refunding bonds dated \_\_\_\_\_ 1, \_\_\_\_\_, as designated and described in the Resolution and hereafter (the "Refunding Bonds"); and

WHEREAS, pursuant to the Refunding Bond Resolution, the Escrow Agent has been appointed by the County for the purpose of assuring the payment of the principal of, premium (if any) and interest on the Refunded Bonds and the Chairperson and Secretary of the County have been authorized and directed to execute this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below, the County and the Escrow Agent agree as follows for the respective equal and proportionate benefit and security of the holders of the Refunded Bonds;

**Section 1. Appointment of Escrow Agent.** The Escrow Agent is hereby appointed and agrees to act in such capacity to comply with all requirements of this Agreement, and to be custodian of the escrow fund (the "Escrow Fund"), to perform its duties as custodian of the Escrow Fund created under this Agreement, but only upon and subject to the following express terms and conditions:

(a) The Escrow Agent may perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the Standards specified in this Agreement and shall be entitled to advice of counsel concerning all matters of and the duties under this Agreement, and may in all cases pay such reasonable compensation to such counsel and in addition to all such attorneys, agents, receivers and employees as may reasonably be employed in connection

with the same. The Escrow Agent may act upon the opinion or advice of any counsel. The Escrow Agent shall not be responsible for any loss or damage resulting from any action or non-action taken in good faith in reliance upon such opinion or advice.

(b) The Escrow Agent shall not be responsible for any recital in this Agreement, or in the Refunding Bonds or for the validity of the execution by the County of this Agreement or of any supplements to it or instruments of further assurance. The Escrow Agent shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the County, except as set forth in this Agreement. The Escrow Agent shall be only obligated to perform such duties and only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

(c) The Escrow Agent may become the owner of the Refunding Bonds or the Refunded Bonds with the same rights which it would have if not Escrow Agent.

(d) The Escrow Agent shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telex, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Escrow Agent pursuant to this Agreement upon the request or consent of any person who at the time of making such request or consent is the owner of any prior bond, shall be conclusive and binding upon all future owners of the same prior bond.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow Agent shall be entitled to rely upon a certificate of the County signed by (i) the Secretary, or (ii) any other duly authorized person as sufficient evidence of the facts contained in it, but may secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Escrow Agent may accept a certificate of the Secretary to the effect that a resolution in the form attached to such certificate has been adopted by the County as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Escrow Agent to do things enumerated in this Agreement shall never be construed as a duty. The Escrow Agent shall only be responsible for the performance of the express duties outlined in this Agreement and it shall not be answerable for other than its gross negligence or willful default in the performance of those express duties.

(g) At any and all reasonable times the Escrow Agent and its duly authorized agents, attorneys, experts, accountants and representatives, shall have the right fully to inspect any and all of the books, papers and records of the County pertaining to the Refunded Bonds, and to take such memoranda from and in regard to the same as may be desired.

(h) The Escrow Agent shall not be required to give any bond or surety in respect of the execution of the powers contained in or otherwise in respect to this Agreement.

(i) Before taking any action under this Agreement (except making investments, collecting investments and making payments to the paying agents with respect to the Refunded Bonds) the Escrow Agent may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put

and to protect it against all liability except liability which is adjudicated to have resulted from gross negligence or willful default by reason of any action so taken.

(j) The Escrow Agent shall be, and hereby is indemnified and saved harmless by the County from all losses, liabilities, costs and expenses, including attorney fees and expenses, which may be incurred by it as a result of its acceptance of the Escrow Account or arising from the performance of its duties hereunder, unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the bad faith or gross negligence of the Escrow Agent, and such indemnification shall survive its resignation or removal, or the termination of this Agreement.

(k) The Escrow Agent shall, in the event that (i) any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder or (ii) the Escrow Agent shall be uncertain as to how to proceed in a situation not explicitly addressed by the terms of this Agreement whether because of conflicting demands by the other parties hereto or otherwise, be permitted to interplead all of the assets held hereunder into a court of competent jurisdiction, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets. The parties hereto other than the Escrow Agent further agree to pursue any redress or recourse in connection with such a dispute, without making the Escrow Agent a party to the same.

(l) The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Agreement or any other Agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(m) Any banking association or corporation into which the Escrow Agent may be merged converted or with which the Escrow Agent may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(n) In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so

entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled set aside or vacated.

**Section 2. Escrow Fund.** On \_\_\_\_\_, \_\_\_\_\_ the County will irrevocably deposit moneys with the Escrow Agent for the account of the County from the proceeds of the Refunding Bonds (\$\_\_\_\_\_) to establish the Escrow Fund for the Refunded Bonds in an amount which together with the income from the escrow assets, shall be held in the Escrow Fund to be maintained by the Escrow Agent and used to pay (i) the interest on the Refunded Bonds that become due on \_\_\_\_\_ 1, \_\_\_\_\_ and (ii) to redeem on said date all of the outstanding and callable Refunded Bonds prior to their scheduled maturity; and to pay the applicable call premiums on the Refunded Bonds in accordance with Section 3 hereof.

**Section 3. Redemption of Refunded Bonds.** The County will redeem, prior to their scheduled maturity, Refunded Bonds as follows:

<u>Prior Bonds</u>	<u>Outstanding Principal</u>
--------------------	----------------------------------

(the "Refunded Bonds")

The County by execution of this Escrow Agreement, hereby authorizes the Escrow Agent to give the paying agent for the Refunded Bonds irrevocable instructions to call the Refunded Bonds and at the expense of the County not more than sixty (60) nor less than forty-five (45) days before \_\_\_\_\_ 1, \_\_\_\_\_, their redemption date. The Escrow Agent shall give to the paying agent for the Refunded Bonds such notice, in substantially the form attached to this Agreement as *APPENDIX II*. The paying agent for the Refunded Bonds shall mail such notice on or before thirty (30) days prior to the redemption date, as set forth in *APPENDIX II*, to the registered owner or owners at the addresses listed on the registration books of the County maintained by the paying agent for the Refunded Bonds.

**Section 4. Investments.** As directed by the County, moneys deposited in the Escrow Fund shall be immediately invested in direct obligations of the United States of America and/or obligations the principal of, premium (if any) and interest on which are fully guaranteed by the United States of America described on *APPENDIX III* ("Investment Securities"), except for \_\_\_\_\_ (\$\_\_\_\_\_) which will be held in the Escrow Fund as the beginning balance for the Refunded Bonds. The Escrow Agent agrees to cause to be purchased United States Government Obligations known as "SLGS" (State and Local Government Series) from the United States Department of Treasury on the date shown in *APPENDIX III*.

The investment income from the Investment Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Escrow Agent shall not sell any Investment Securities. All moneys not invested as provided in this Agreement shall be held by the Escrow Agent as a trust deposit.

**Section 5. Use of Moneys.** Except as expressly provided in this Agreement, no paying agents' fees for the payment of principal of, premium (if any) or interest on the Refunding Bonds or the Refunded Bonds or other charges may be paid from the escrowed moneys or Investment Securities prior to retirement of all Refunded Bonds, and the County agrees that it

will pay all such fees from its other legally available funds as such payments become due prior to such retirement.

**Section 6. Deficiency in Escrow Fund.** At such time or times as there shall be insufficient funds on hand in the Escrow Fund for the payment of the principal of, premium (if any) and interest falling due on the Refunded Bonds, the Escrow Agent shall promptly notify the County of such deficiency, as provided for under Section 12 below.

**Section 7. Reports to County.** The Escrow Agent shall deliver to the County Treasurer a semi-annual statement reflecting each transaction relating to the Escrow Fund; and on or before the first day of February of each year shall deliver to the County a list of assets of the Escrow Fund as of December 31 of said year ended and a transaction statement for the Escrow Fund for the year then ended.

**Section 8. Fees of Escrow Agent.** The Escrow Agent agrees with the County that the charges, fees and expenses of the Escrow Agent throughout the term of this Agreement shall be the total sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) payable on the date of closing, which charges, fees and expenses shall be paid from moneys deposited with the Escrow Agent from bond proceeds.

**Section 9. Payments from Escrow Fund.** The Escrow Agent shall without further authorization or direction from the County, collect the principal of and interest on the Investment Securities promptly as the same shall become due and, to the extent that Investment Securities and moneys are sufficient for such purpose, shall make timely payments out of the Escrow Fund to the proper paying agent or agents or their successors for the Refunded Bonds, of moneys sufficient for the payment of the principal of, premium (if any) and interest on such Refunded Bonds as the same shall become due and payable, all as set out in *APPENDIX IV and APPENDIX V*. The payments so forwarded or transferred shall be made in sufficient time to permit the payment of such principal of, premium (if any) and interest by such paying agent or agents without default. The County represents and warrants that the Escrow Fund will be sufficient to make the foregoing and all other payments required under this Agreement. The paying agent for the Prior Bonds is shown in *APPENDIX I*.

When the aggregate total amount required for the payment of principal of, premium (if any) and interest on the Refunded Bonds have been paid to the paying agent as provided above, the Escrow Agent shall transfer any moneys or Investment Securities then held under this Agreement for the Refunded Bonds to the County, and this Agreement shall cease.

**Section 10. Interest of Bondholders Not Affected.** The Escrow Agent and the County recognize that the holders from time to time of the Refunded Bonds have a beneficial and vested interest in the Investment Securities and moneys to be held by the Escrow Agent as provided in this Agreement. It is therefore recited, understood and agreed that this Agreement shall not be subject to revocation or amendment and no moneys on deposit in an Escrow Fund for the Refunded Bonds can be used in any manner for another series.

**Section 11. Escrow Agent Not Obligated.** None of the provisions contained in this Agreement shall require the Escrow Agent to use or advance its own moneys or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights or powers under this Agreement. The Escrow Agent shall be under no liability for interest on any funds or other property received by it under this Agreement, except as expressly provided.

**Section 12. Payment of Other Amounts.** The County agrees that it will promptly and without delay remit to the Escrow Agent such additional sum or sums of money as may be necessary to assure the payment of any Refunded Bonds and to fully pay and discharge any

obligation or obligations or charges, fees or expenses incurred by the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement that are in excess of the sums provided for under Sections 4 and 6 above.

**Section 13. Segregation of Funds.** The Escrow Agent shall hold the Investment Securities and all moneys received by it from the collection of, principal and interest on the Investment Securities, and all moneys received from the County under this Agreement, in a separate escrow account.

**Section 14. Resignation of Escrow Agent.** The Escrow Agent may resign as such following the giving of thirty (30) days prior written notice to the County. Similarly, the Escrow Agent may be removed and replaced following the giving of thirty (30) days prior written notice to the Escrow Agent by the County. In either event, the duties of the Escrow Agent shall terminate thirty (30) days after the date of such notice (or as of such earlier date as may be mutually agreeable); and the Escrow Agent shall then deliver the balance of the Escrow Fund then in its possession to a successor Escrow Agent as shall be appointed by the County.

If the County shall have failed to appoint a successor prior to the expiration of thirty (30) days following the date of the notice of resignation or removal, the then acting Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief and any such resulting appointment shall be binding upon the County.

Upon acknowledgment by any successor Escrow Agent of the receipt of the then remaining balance of the Escrow Fund, the then acting Escrow Agent shall be fully released and relieved of all duties, responsibilities, and obligations under this Agreement.

**Section 15. Benefit.** This Agreement shall be for the sole and exclusive benefit of the County, the Escrow Agent and the holders of the Refunded Bonds. With the exception of rights expressly conferred in this Agreement, nothing expressed in or to be implied from this Agreement is intended or shall be construed to give to any person other than the parties set forth above, any legal or equitable right, remedy or claim under or in respect to this Agreement.

**Section 16. Severability.** If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained in this Agreement or render the same invalid, inoperative or unenforceable to any extent whatsoever.

**Section 17. Notices.** Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed, by registered or certified mail, postage prepaid or sent by facsimile transmission, except reports as required in Section 7 which may be delivered by regular mail, as follows:

**If to the County:**

**If to the Escrow Agent:**

The County and the Escrow Agent may designate any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent and shall be required to provide written notification of said address change.

**Section 18. Costs of Issuance.** Simultaneously with the transfer of bond proceeds from the Refunding Bonds establishing the Escrow Fund, sufficient moneys from bond proceeds shall be transferred to the Escrow Agent and used to pay all of the costs of issuance for the Refunding Bonds including, but not limited to, financial costs, consultant fees, counsel fees, printing costs, application fees, bond insurance premiums, rating fees and any other fees or costs incurred in connection with the financing. All such costs shall be authorized by the County Treasurer, under the “*Closing Memorandum*”, and shall be paid on \_\_\_\_\_, \_\_\_\_\_.

**Section 19. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it by their duly authorized officers as of the date first above written.

**COUNTY OF GRAND TRAVERSE**

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

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

\_\_\_\_\_

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

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

*APPENDIX I*

**\$32,900,000**

**GRAND TRAVERSE COUNTY - TRAVERSE CITY  
WASTEWATER TREATMENT PLANT UPGRADE (2002 PROJECT) BONDS  
Dated as of July 1, 2002**

**REMAINING ORIGINAL DEBT SERVICE SCHEDULE**

Bond Registrar and Paying Agent:

APPENDIX II

[FORM OF NOTICE OF REDEMPTION]

**NOTICE OF REDEMPTION**

**\$32,900,000**

**GRAND TRAVERSE COUNTY - TRAVERSE CITY  
WASTEWATER TREATMENT PLANT UPGRADE (2002 PROJECT) BONDS**

**Dated as of July 1, 2002**

**DUE \_\_\_\_\_ 1, \_\_\_\_ THROUGH \_\_\_\_\_ 1, \_\_\_\_**

NOTICE IS HEREBY GIVEN that the County of Grand Traverse, Michigan has called for redemption, on \_\_\_\_\_ 1, \_\_\_\_ (the "Redemption Date"), all of the callable outstanding Grand Traverse County - Traverse City, Wastewater Treatment Plant Upgrade (2002 Project) Bonds pursuant to the redemption provisions contained in the Bonds, bearing the original issue date of July 1, 2002, maturing in the principal amounts, on the dates, bearing interest at the rates, with the "CUSIP" numbers, as follows:

<u>Principal</u>	<u>Rate</u>	<u>CUSIPS*</u>	<u>Due</u>
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Said Bonds will be redeemed at \_\_\_\_ % of the par value thereof.

Said Bonds should be surrendered for redemption to \_\_\_\_\_, as paying agent, for payment as of the Redemption Date, after which date all interest on said Bonds shall cease to accrue, whether said Bonds are presented for payment or not.

Bonds may be surrendered for payment as indicated below. The method of delivery is at the option of the holder, but if by mail, registered mail is suggested.

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

Under the provisions of the Interest and Dividend Tax Compliance Act of 1983 and the Comprehensive National Energy Policy Act of 1992, paying agents making payments of principal on municipal securities may be obligated to withhold a 31% tax from remittances to individuals who have failed to furnish the paying agent with a certified and valid Taxpayer Identification Number on a fully completed Form W-9. Holders of the above described Bonds, who wish to avoid the application of these provisions, should submit certified Taxpayer Identification Numbers on I.R.S. Form W-9 when presenting their securities for redemption.

\* No representation is made as to the correctness of the CUSIP numbers either as printed on the Bonds or as contained herein.

**COUNTY OF GRAND TRAVERSE, MICHIGAN**

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

\_\_\_\_\_

APPENDIX III

**\$32,900,000**  
**GRAND TRAVERSE COUNTY - TRAVERSE CITY**  
**WASTEWATER TREATMENT PLANT UPGRADE (2002 PROJECT) BONDS**  
**Dated as of July 1, 2002**

**Investment Securities to be Acquired Pursuant**  
**to the Escrow Agreement**

<u>Purchase</u> <u>Date</u>	<u>Investment</u> <u>Amount</u>	<u>Rate</u>	<u>Maturity</u>	<u>Investment Type</u>
_____	\$ _____	_____ %	_____	_____

\_\_\_\_\_ Uninvested Cash

\$6,600,000 Total Escrow Requirement

APPENDIX IV

**\$32,900,000**

**GRAND TRAVERSE COUNTY - TRAVERSE CITY  
WASTEWATER TREATMENT PLANT UPGRADE (2002 PROJECT) BONDS  
Dated as of July 1, 2002**

**Redemption Schedule**

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Redeemed Principal</u>	<u>Redemption Premium</u>	<u>Total Debt Service</u>
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

*APPENDIX V*

**\$32,900,000**

**GRAND TRAVERSE COUNTY - TRAVERSE CITY  
WASTEWATER TREATMENT PLANT UPGRADE (2002 PROJECT) BONDS  
Dated as of July 1, 2002**

**Escrow Cash Flow**

RESOLUTION

**35-2019**

**Facilities  
Commission Chamber Audio Upgrade  
Waara Technologies**

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on February 20, 2019, reviewed the recommendation by the Facilities Manager to approve the 2<sup>nd</sup> floor Commission Chamber audio installation and upgrade; and,

WHEREAS, Bids were requested with three companies responding who met the specifications as requested; and,

WHEREAS, the recommendation is to contract with Waara Technologies in the amount of \$23,524.00, for the audio installation and upgrade; and,

WHEREAS, the funding is available from the CIP budget and cost sharing with the City of Traverse City; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approve entering into a contract with Waara Technologies, in the amount of \$23,524.00 for audio installation and upgrade of the 2<sup>nd</sup> floor Commission Chambers.

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 20, 2019