

1. Packet

Documents: [WAYS MEANS 3-23-16.PDF](#)

GRAND TRAVERSE COUNTY
WAYS & MEANS COMMITTEE

Wednesday, March 23, 2016 @ 6:00 p.m.
Commission Chambers, 2nd Floor, Governmental Center
400 Boardman, Traverse City, MI 49684

***Grand Traverse County provides mandated and necessary services
that ensure safety and add value to our community.***

General Meetings 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.

CALL TO ORDER

1. OPENING CEREMONIES OR EXERCISES

2. ROLL CALL

3. APPROVAL OF MINUTES:

- a. February 17, 2016 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.

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 Committee action adopting the consent calendar.

****All information identified on the Consent Calendar can be viewed in it's entirety @ www.grandtraverse.org.*

- a. Receive and File:
- 1) BIA Decision 8
- b. Approval:
- 1) 2015 Audit Engagement Letter - Rehmann 22
- 2) Budget Adjustments – Finance 38
- 3) Google Apps Email, Calendar, Docs, Contract Renewal 43
- c. Action on Consent Calendar

7. SPECIAL ORDERS OF BUSINESS:
8. ITEMS REMOVED FROM CONSENT CALENDAR
9. DEPARTMENT ACTION ITEMS:
 - a) PARKS & RECREATION:
 - 1) Pool Update - YMCA
 - 2) Rotaries Grant Application..... 45
 - b) GTSO:
 - 1) Vehicle Purchase..... 56
 - c) ADMINISTRATION:
 - 1) Employee Purchase of Years of Service..... 57
 - 2) Policy Updates: Purchasing, Travel and Procurement Card..... 62
10. UNFINISHED BUSINESS:
 - a. Commissioner Compensation (Discussion)
11. NEW BUSINESS:
 - a. CMH Reappointments..... 69
12. SECOND PUBLIC COMMENT (Refer to Rules under Public Comment above)
13. COMMISSIONER COMMITTEE REPORTS
14. NOTICES/ANNOUNCEMENTS
15. CLOSED SESSION:
 - a. Closed Session is requested to discuss Attorney Client Privileged Communication regarding Whitney Civil Rights Lawsuit; Correctional Care Solutions; indemnity; proposed settlement;
16. ADJOURNMENT

Please note: Although this Committee includes all members of the Grand Traverse County Board of Commissioners, unless approval is identified as immediately effective, recommendations are made for final action to be taken at the end of the month.

2016 Ways & Means Committee

Dan Lathrop, Chairman

Bob Johnson, Vice Chair

Carol Crawford

Alisa Kroupa

Ron Clous

Christine Maxbauer

Sonny Wheelock

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

GRAND TRAVERSE COUNTY
WAYS AND MEANS COMMITTEE

February 17, 2016

Commissioner Maxbauer called the meeting to order at 6:04 p.m. at the Governmental Center.

APPOINTMENT OF TEMPORARY CHAIRPERSON FOR WAYS & MEANS MEETING

Commissioner Maxbauer indicated that Chairman Lathrop is excused from the meeting and the vice chairman, Commissioner Johnson, will not be in attendance until 7:30 p.m.

Moved by Crawford, seconded by Clous to appoint Commissioner Maxbauer as the temporary Chairperson of the Ways & Means Committee meeting. Motion carried.

OPENING CEREMONIES AND EXERCISES

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

PRESENT: Ron Clous, Carol Crawford, Addison Wheelock, Jr., Christine Maxbauer and Bob Johnson (7:30 p.m.)

EXCUSED: Alisa Kroupa and Dan Lathrop

APPROVAL OF MINUTES

There being no corrections to the January 20, 2016 Ways and Means minutes, they were approved as presented.

PUBLIC COMMENT

The following people made comments on the Courthouse Bell Tower ringing:

Jay Zelenock
Eric Gerstner
Charlie Kerndt
Michael Ullman
Barbara Olson

APPROVAL OF AGENDA

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

CONSENT CALENDAR

A. RECEIVE AND FILE
None

B. APPROVAL
1. Grand Traverse Sheriff Office

C. ACTION ON CONSENT CALENDAR

The County Clerk read the Consent Calendar for the record.

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

SPECIAL ORDERS OF BUSINESSA. **PUBLIC HEARING REGARDING THE COMBINATION OF THE OFFICES OF COUNTY CLERK AND REGISTER OF DEEDS**

The public hearing is scheduled for 7:30 p.m.

ITEMS REMOVED FROM CONSENT CALENDAR

None

DEPARTMENT ACTION ITEMSA. **PLANNING & DEVELOPMENT**

1. Revolving Loan Fund Subrecipient Agreement Extension – **Immediate Approval**
John Sych, Planning and Development Director, explained the Revolving Loan Fund Subrecipient Agreement Extension.

Moved by Maxbauer, seconded by Crawford to approve the amendment to the Subrecipient Agreement between Grand Traverse County and Venture North Funding & Development. Further, authorize the Chairperson of the County Board to sign the agreement **effective immediately**.

Roll Call Vote: Yes 4, Excused 3

2. Regional Revolving Loan Fund Application – Kejara's Bridge
Immediate Approval

John Sych, explained the request to submit the Regional Revolving Loan Fund Application for Kejara's Bridge.

Commissioner Crawford disclosed that she has worked on financial statements for this company in her accounting job.

RESOLUTION

16-2016

**Community Development Block Grant
Loan Fund Application – Kejara's Bridge**

WHEREAS, Kejara's Bridge is requesting a permanent working capital loan from the Community Development Block Grant Loan Fund in the amount of \$175,000 to be used to hire five (5) full-time positions over the course of two years; and

WHEREAS, at least 51% of these positions will be available to low to moderate income individuals; and

WHEREAS, the project is consistent with Grand Traverse County's community development plans; and

WHEREAS, no project costs (CDBG or non-CDBG) will be incurred prior to a formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs has been provided by the CDBG project manager; and

WHEREAS, all requirements of the Grand Traverse County Citizen Participation Plan (CPP) have been met.

THEREFORE, BE IT RESOLVED, that the Grand Traverse County Board of Commissioners authorizes submittal of the application. Furthermore, that Christine Maxbauer, Chair of the Grand Traverse County Board of Commissioners, is authorized to sign the Part 1 Application and all attachments; Part 2 Application and all attachments; Environmental Review; and, Loan Disbursement Request.

Moved by Maxbauer, seconded by Clous to approve Resolution 16-2016 **effective immediately**.

Roll Call Vote: Yes 4, Excused 3

B. FINANCE

1. Budget Adjustments

Cherry Wolf, Deputy Finance Director, explained the budget adjustments.

Moved by Wheelock, seconded by Maxbauer to recommend approval of the budget adjustments. Motion carried.

UNFINISHED BUSINESS

None

NEW BUSINESS

A. Resolution of Support to Stop the Transportation of Oil Under the Great Lakes.
Chairwoman Maxbauer explained the request to support this resolution.

Public Comment on Resolution to Stop the Transportation of Oil Under the Great Lakes
Liz Kirkwood
Ann Rogers
Lon Johnson
Dave Petrove

Moved by Maxbauer, seconded by Crawford to recommend approval of a Resolution of Support to Stop the Transportation of Oil Under the Great Lakes. Motion carried.

PUBLIC COMMENT

None

COMMISSIONER COMMITTEE REPORTS

Commissioners gave updates on meetings and events they attended.

NOTICES/ANNOUNCEMENTS

None

RECESS

Commissioners recessed the meeting at 6:47 p.m. and will reconvene for the public hearing at 7:30 p.m.

Commissioner Johnson arrived at 7:30 p.m. and took over chairing the public hearing.

Meeting reconvened at 7:30 p.m.

SPECIAL ORDERS OF BUSINESS

A. PUBLIC HEARING REGARDING THE COMBINATION OF THE OFFICES OF COUNTY CLERK AND REGISTER OF DEEDS

Vice Chairman Johnson opened the public hearing at 7:30 p.m.

Public Comment on the Proposed Combination of the Offices

Charles E. Weaver

Molly Agostinelli

Kasey McBride

Vicki Dell

Joel Casler

Monica Hoffman

Judith Danford

David Petrove

Nelson Asper

Jason Gillman

Susanne Courtade

Carol Hoffman

Terry Street

Helen MacArthur

Charlie Renny

Anna Mouser

Jim Carruthers

Lynette Wolfgang

Ann Rogers

Amy Bissell

Ann Manning

Jim Fehrman

Stu Sanders

Peggy Haines

Matt Hodges

Bonnie Scheele

There being no further comments or correspondence, the public hearing was closed at 8:45 p.m.

Meeting adjourned at 8:47 p.m.

Bonnie Scheele, County Clerk

Christine Maxbauer, Temporary Chairwoman

APPROVED:

(Date)

(Initials)

Bob Johnson, Vice Chairman



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
Midwest Regional Office
5600 West American Boulevard, Suite 500
Bloomington, MN 55437

IN REPLY REFER TO:
Real Estate Services
Parcel 80

MAR 11 2016

CERTIFIED MAIL – RETURN RECEIPT REQUESTED – 9171 9690 0935 0001 8393 09

Honorable JoAnne Cook, Acting Chairman
Grand Traverse Band of Ottawa and Chippewa Indians
2605 N.W. Bayshore Drive
Suttons Bay, MI 49682

Dear Chairwoman Cook:

Grand Traverse County challenges the February 28, 2013 decision of the Superintendent, Michigan Agency, Bureau of Indian Affairs, to take approximately 12.06 acres of land, commonly known as the Parcel 80 Property, into trust pursuant to the Indian Reorganization Act of 1934 (IRA), 25 U.S.C. § 465, for the Grand Traverse Band (GTB) of Ottawa and Chippewa Indians (Tribe) of Michigan. The Parcel 80 Property is legally described in the Superintendent's decision.¹

On March 10, 2016, we received a request from the Acting Superintendent, Michigan Agency, to remand this matter to her for further consideration. The Interior Board of Indian Appeals has previously stated that "it is a hallmark of administrative law that, in the course of governmental decision making, agencies and officials should be able, without penalty, to revisit their decisions."²

Therefore, pursuant to the authority delegated to the Regional Director, 25 C.F.R. § 2.19, the February 28, 2013 decision of the Superintendent, Michigan Agency, is vacated, and this matter is remanded to her for further consideration.

Notice of Appeal

This decision may be appealed to the Interior Board of Indian Appeals, 801 North Quincy Street, Suite 300, Arlington, Virginia 22203, in accordance with the regulations in 43 C.F.R. §§ 4.330 – 4.340 (copy enclosed). Your notice of appeal to the Board must be signed by you or your attorney and must be mailed within 30 days of the date you receive this decision. It should

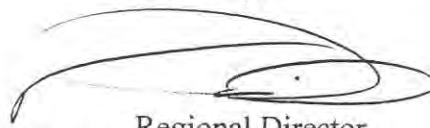
¹ A.R., Tab 7, Pages 488-497.

² *Village of Hobart, Wisconsin v. Acting Midwest Regional Director*, 53 IBIA 269, at 269 (2011).

clearly identify the decision being appealed to the (1) the Assistant Secretary – Indian Affairs, 1849 C Street, N.W., Washington, D.C. 20240; (2) each interested party known to you, and (3) this office. Your notice of appeal sent to the Board of Indian Appeals must certify that you have sent copies to these parties. If you file a notice of appeal, the Board of Indian Appeals will notify you of further appeal procedures.

If no appeal is timely filed, this decision will become final for the Department of the Interior at the expiration of the appeal period. No extension of time may be granted for filing a notice of appeal.

Sincerely,



Acting Regional Director

Enclosures

Certified copy to all interested parties listed below (via U.S. Certified Mail):

Jason D. Oberle
Superintendent, Michigan Agency
Bureau of Indian Affairs
2845 Ashmun Street
Sault Ste. Marie, MI 49783

Certified Mail No. 9171 9690 0935 0001 8393 16

Honorable Rick Snyder
Governor of Michigan
Office of the Governor
P.O. Box 30013
Lansing, MI 48902

Certified Mail No. 9171 9690 0935 0001 8393 23

✓ Grand Traverse County Board of Commissioners
400 Boardman Avenue
County Government Center
Traverse City, MI 49584-2542

Certified Mail No. 9171 9690 0935 0001 8393 30

Acme Township Officials
6042 Acme Road
Williamsburg, MI 49690

Certified Mail No. 9171 9690 0935 0001 8393 47

William Rastetter

Certified Mail No. 9171 9690 0935 0001 8393 54

Tribal Attorney

Grand Traverse Band of Ottawa and Chippewa Indians

420 East Front Street

Traverse City, MI 49686

CERTIFICATE OF SERVICE

I certify that on the 11th day of March 2016, a true copy of the Grand Traverse Band of Ottawa and Chippewa Indians of Michigan VACATE and REMAND LETTER was mailed to the interested parties listed below:

VIA U.S. MAIL & CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Jason D. Oberle
Superintendent, Michigan Agency
Bureau of Indian Affairs
2845 Ashmun Street
Sault Ste. Marie, MI 49783

Certified Mail No. 9171 9690 0935 0001 8393 16

Honorable Rick Snyder
Governor of Michigan
Office of the Governor
P.O. Box 30013
Lansing, MI 48902

Certified Mail No. 9171 9690 0935 0001 8393 23

Grand Traverse County Board of Commissioners
400 Boardman Avenue
County Government Center
Traverse City, MI 49584-2542

Certified Mail No. 9171 9690 0935 0001 8393 30

Acme Township Officials
6042 Acme Road
Williamsburg, MI 49690

Certified Mail No. 9171 9690 0935 0001 8393 47

William Rastetter
Tribal Attorney
Grand Traverse Band of Ottawa and Chippewa Indians
420 East Front Street
Traverse City, MI 49686

Certified Mail No. 9171 9690 0935 0001 8393 54



Martin Lorenzo, Realty Specialist
BIA-Midwest Regional Office
Norman Point Building II, Suite 500
Bloomington, MN 55437

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any Area Director or Agency Superintendent.

[25 FR 3124, Apr. 12, 1960]

PART 2—APPEALS FROM ADMINISTRATIVE ACTIONS

Sec.

- 2.1 Information collection.
- 2.2 Definitions.
- 2.3 Applicability.
- 2.4 Officials who may decide appeals.
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- 2.13 Filing documents.
- 2.14 Record address.
- 2.15 Computation of time.
- 2.16 Extensions of time.
- 2.17 Summary dismissal.
- 2.18 Consolidation of appeals.
- 2.19 Action by Area Directors and Education Programs officials on appeal.
- 2.20 Action by the Assistant Secretary—Indian Affairs on appeal.
- 2.21 Scope of review.

AUTHORITY: R.S. 463, 465; 5 U.S.C. 301, 25 U.S.C. 2, 9.

SOURCE: 54 FR 6480, Feb. 10, 1989, unless otherwise noted.

§ 2.1 Information collection.

In accordance with Office of Management and Budget regulations in 5 CFR 1320.3(c), approval of information collections contained in this regulation is not required.

§ 2.2 Definitions.

Appeal means a written request for review of an action or the inaction of an official of the Bureau of Indian Affairs that is claimed to adversely affect the interested party making the request.

Appellant means any interested party who files an appeal under this part.

Interested party means any person whose interests could be adversely affected by a decision in an appeal.

Legal holiday means a Federal holiday as designated by the President or the Congress of the United States.

Notice of appeal means the written document sent to the official des-

ignated in this part, indicating that a decision is being appealed (see § 2.9).

Person includes any Indian or non-Indian individual, corporation, tribe or other organization.

Statement of reasons means a written document submitted by the appellant explaining why the decision being appealed is in error (see § 2.10).

[54 FR 6480, Feb. 10, 1989; 54 FR 7666, Feb. 22, 1989]

§ 2.3 Applicability.

(a) Except as provided in paragraph (b) of this section, this part applies to all appeals from decisions made by officials of the Bureau of Indian Affairs by persons who may be adversely affected by such decisions.

(b) This part does not apply if any other regulation or Federal statute provides a different administrative appeal procedure applicable to a specific type of decision.

§ 2.4 Officials who may decide appeals.

The following officials may decide appeals:

(a) An Area Director, if the subject of appeal is a decision by a person under the authority of that Area Director.

(b) An Area Education Programs Administrator, Agency Superintendent for Education, President of a Post-Secondary School, or the Deputy to the Assistant Secretary—Indian Affairs/Director (Indian Education Programs), if the appeal is from a decision by an Office of Indian Education Programs (OIEP) official under his/her jurisdiction.

(c) The Assistant Secretary—Indian Affairs pursuant to the provisions of § 2.20 of this part.

(d) A Deputy to the Assistant Secretary—Indian Affairs pursuant to the provisions of § 2.20(c) of this part.

(e) The Interior Board of Indian Appeals, pursuant to the provisions of 43 CFR part 4, subpart D, if the appeal is from a decision made by an Area Director or a Deputy to the Assistant Secretary—Indian Affairs other than the Deputy to the Assistant Secretary—Indian Affairs/Director (Indian Education Programs).

§ 2.5 Appeal bond.

(a) If a person believes that he/she may suffer a measurable and substantial financial loss as a direct result of the delay caused by an appeal, that person may request that the official before whom the appeal is pending require the posting of a reasonable bond by the appellant adequate to protect against that financial loss.

(b) A person requesting that a bond be posted bears the burden of proving the likelihood that he/she may suffer a measurable and substantial financial loss as a direct result of the delay caused by the appeal.

(c) In those cases in which the official before whom an appeal is pending determines that a bond is necessary to protect the financial interests of an Indian or Indian tribe, that official may require the posting of a bond on his/her own initiative.

(d) Where the official before whom an appeal is pending requires a bond to be posted or denies a request that a bond be posted, he/she shall give notice of his/her decision pursuant to § 2.7.

§ 2.6 Finality of decisions.

(a) No decision, which at the time of its rendition is subject to appeal to a superior authority in the Department, shall be considered final so as to constitute Departmental action subject to judicial review under 5 U.S.C. 704, unless when an appeal is filed, the official to whom the appeal is made determines that public safety, protection of trust resources, or other public exigency requires that the decision be made effective immediately.

(b) Decisions made by officials of the Bureau of Indian Affairs shall be effective when the time for filing a notice of appeal has expired and no notice of appeal has been filed.

(c) Decisions made by the Assistant Secretary—Indian Affairs shall be final for the Department and effective immediately unless the Assistant Secretary—Indian Affairs provides otherwise in the decision.

[54 FR 6480, Feb. 10, 1989; 54 FR 7666, Feb. 22, 1989]

§ 2.7 Notice of administrative decision or action.

(a) The official making a decision shall give all interested parties known to the decisionmaker written notice of the decision by personal delivery or mail.

(b) Failure to give such notice shall not affect the validity of the decision or action but the time to file a notice of appeal regarding such a decision shall not begin to run until notice has been given in accordance with paragraph (c) of this section.

(c) All written decisions, except decisions which are final for the Department pursuant to § 2.6(c), shall include a statement that the decision may be appealed pursuant to this part, identify the official to whom it may be appealed and indicate the appeal procedures, including the 30-day time limit for filing a notice of appeal.

[54 FR 6480, Feb. 10, 1989; 54 FR 7666, Feb. 22, 1989]

§ 2.8 Appeal from inaction of official.

(a) A person or persons whose interests are adversely affected, or whose ability to protect such interests is impeded by the failure of an official to act on a request to the official, can make the official's inaction the subject of appeal, as follows:

(1) Request in writing that the official take the action originally asked of him/her;

(2) Describe the interest adversely affected by the official's inaction, including a description of the loss, impairment or impediment of such interest caused by the official's inaction;

(3) State that, unless the official involved either takes action on the merits of the written request within 10 days of receipt of such request by the official, or establishes a date by which action will be taken, an appeal shall be filed in accordance with this part.

(b) The official receiving a request as specified in paragraph (a) of this section must either make a decision on the merits of the initial request within 10 days from receipt of the request for a decision or establish a reasonable later date by which the decision shall be made, not to exceed 60 days from the

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date of request. If an official establishes a date by which a requested decision shall be made, this date shall be the date by which failure to make a decision shall be appealable under this part. If the official, within the 10-day period specified in paragraph (a) of this section, neither makes a decision on the merits of the initial request nor establishes a later date by which a decision shall be made, the official's inaction shall be appealable to the next official in the process established in this part.

[54 FR 6480, Feb. 10, 1989; 54 FR 7666, Feb. 22, 1989]

§ 2.9 Notice of an appeal.

(a) An appellant must file a written notice of appeal in the office of the official whose decision is being appealed. The appellant must also send a copy of the notice of appeal to the official who will decide the appeal and to all known interested parties. The notice of appeal must be filed in the office of the official whose decision is being appealed within 30 days of receipt by the appellant of the notice of administrative action described in § 2.7. A notice of appeal that is filed by mail is considered filed on the date that it is postmarked. The burden of proof of timely filing is on the appellant. No extension of time shall be granted for filing a notice of appeal. Notices of appeal not filed in the specified time shall not be considered, and the decision involved shall be considered final for the Department and effective in accordance with § 2.6(b).

(b) When the appellant is an Indian or Indian tribe not represented by counsel, the official who issued the decision appealed shall, upon request of the appellant, render such assistance as is appropriate in the preparation of the appeal.

(c) The notice of appeal shall:

(1) Include name, address, and phone number of appellant.

(2) Be clearly labeled or titled with the words "NOTICE OF APPEAL."

(3) Have on the face of any envelope in which the notice is mailed or delivered, in addition to the address, the clearly visible words "NOTICE OF APPEAL."

(4) Contain a statement of the decision being appealed that is sufficient to permit identification of the decision.

(5) If possible, attach either a copy of the notice of the administrative decision received under § 2.7, or when an official has failed to make a decision or take any action, attach a copy of the appellant's request for a decision or action under § 2.8 with a written statement that the official failed to make a decision or take any action or to establish a date by which a decision would be made upon the request.

(6) Certify that copies of the notice of appeal have been served on interested parties, as prescribed in § 2.12(a).

§ 2.10 Statement of reasons.

(a) A statement of reasons shall be filed by the appellant in every appeal, and shall be accompanied by or otherwise incorporate all supporting documents.

(b) The statement of reasons may be included in or filed with the notice of appeal.

(c) If the statement of reasons is not filed with the notice of appeal, the appellant shall file a separate statement of reasons in the office of the official whose decision is being appealed within 30 days after the notice of appeal was filed in that office.

(d) The statement of reasons whether filed with the notice of appeal or filed separately should:

(1) Be clearly labeled "STATEMENT OF REASONS".

(2) Have on the face of any envelope in which the statement of reasons is mailed or delivered, in addition to the address, the clearly visible words "STATEMENT OF REASONS".

[54 FR 6480, Feb. 10, 1989; 54 FR 7666, Feb. 22, 1989]

§ 2.11 Answer of interested party.

(a) Any interested party wishing to participate in an appeal proceeding should file a written answer responding to the appellant's notice of appeal and statement of reasons. An answer should describe the party's interest.

(b) An answer shall state the party's position or response to the appeal in any manner the party deems appropriate and may be accompanied by or

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otherwise incorporate supporting documents.

(c) An answer must be filed within 30 days after receipt of the statement of reasons by the person filing an answer.

(d) An answer and any supporting documents shall be filed in the office of the official before whom the appeal is pending as specified in § 2.13.

(e) An answer should:

(1) Be clearly labelled or titled with the words "ANSWER OF INTERESTED PARTY."

(2) Have on the face of any envelope in which the answer is mailed or delivered, in addition to the address, the clearly visible words "ANSWER OF INTERESTED PARTY," and

(3) Contain a statement of the decision being appealed that is sufficient to permit identification of the decision.

§ 2.12 Service of appeal documents.

(a) Persons filing documents in an appeal must serve copies of those documents on all other interested parties known to the person making the filing. A person serving a document either by mail or personal delivery must, at the time of filing the document, also file a written statement certifying service on each interested party, showing the document involved, the name and address of the party served, and the date of service.

(b) If an appeal is filed with the Interior Board of Indian Appeals, a copy of the notice of appeal shall also be sent to the Assistant Secretary—Indian Affairs. The notice of appeal sent to the Interior Board of Indian Appeals shall certify that a copy has been sent to the Assistant Secretary—Indian Affairs.

(c) If the appellant is an Indian or Indian tribe not represented by counsel, the official with whom the appeal is filed (i.e., official making the decision being appealed) shall, in the manner prescribed in this section, personally or by mail serve a copy of all appeal documents on the official who will decide the appeal and on each interested party known to the official making such service.

(d) Service of any document under this part shall be by personal delivery or by mail to the record address as specified in § 2.14. Service on a tribe

shall be to the principal or designated tribal official or to the governing body.

(e) In all cases where a party is represented by an attorney in an appeal, service of any document on the attorney is service on the party represented. Where a party is represented by more than one attorney, service on any one attorney is sufficient. The certificate of service on an attorney shall include the name of the party whom the attorney represents and indicate that service was made on the attorney representing that party.

(f) When an official deciding an appeal determines that there has not been service of a document affecting a person's interest, the official shall either serve the document on the person or direct the appropriate legal counsel to serve the document on the person and allow the person an opportunity to respond.

[54 FR 6480, Feb. 10, 1989; 54 FR 7666, Feb. 22, 1989]

§ 2.13 Filing documents.

(a) An appeal document is properly filed with an official of the Bureau of Indian Affairs:

(1) By personal delivery during regular business hours to the person designated to receive mail in the immediate office of the official, or

(2) By mail to the facility officially designated for receipt of mail addressed to the official; the document is considered filed by mail on the date that it is postmarked.

(b) Bureau of Indian Affairs offices receiving a misdirected appeal document shall forward the document to the proper office promptly. If a person delivers an appeal document to the wrong office or mails an appeal document to an incorrect address, no extension of time should be allowed because of the time necessary for a Bureau office to redirect the document to the correct address.

(c) Notwithstanding any other provision of this section, an official deciding an appeal shall allow late filing of a misdirected document, including a notice of appeal, where the official finds that the misdirection is the fault of the government.

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§ 2.14 Record address.

(a) Every interested party who files a document in connection with an appeal shall, when he/she files the document, also indicate his/her address. Thereafter, any change of address shall be promptly reported to the official with whom the previous address was filed. The most current address on file under this subsection shall be deemed the proper address for all purposes under this part.

(b) The successors in interest of a party shall also promptly inform the official specified in paragraph (a) of this section of their interest in the appeal and their address.

(c) An appellant or interested party failing to file an address or change of address as specified in this section may not object to lack of notice or service attributable to his/her failure to indicate a new address.

§ 2.15 Computation of time.

In computing any period of time prescribed or allowed in this part, calendar days shall be used. Computation shall not include the day on which a decision being appealed was made, service or notice was received, a document was filed, or other event occurred causing time to begin to run. Computation shall include the last day of the period, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

§ 2.16 Extensions of time.

An official to whom an appeal is made may, upon a showing of good cause by a party and with notice to all other parties, extend the period for filing or serving any document; *provided*, however, that no extension will be granted for filing a notice of appeal under § 2.9 of this part or serve by itself to extend any period specified by law or regulation other than in this part.

§ 2.17 Summary dismissal.

(a) An appeal under this part will be dismissed if the notice of appeal is not filed within the time specified in § 2.9(a).

(b) An appeal under this part may be subject to summary dismissal for the following causes:

(1) If after the appellant is given an opportunity to amend them, the appeal documents do not state the reasons why the appellant believes the decision being appealed is in error, or the reasons for the appeal are not otherwise evident in the documents, or

(2) If the appellant has been required to post a bond and fails to do so.

§ 2.18 Consolidation of appeals.

Separate proceedings pending before one official under this part and involving common questions of law or fact may be consolidated by the official conducting such proceedings, pursuant to a motion by any party or on the initiative of the official.

§ 2.19 Action by Area Directors and Education Programs officials on appeal.

(a) Area Directors, Area Education Programs Administrators, Agency Superintendents for Education, Presidents of Post-Secondary Schools and the Deputy to the Assistant Secretary—Indian Affairs/Director (Indian Education Programs) shall render written decisions in all cases appealed to them within 60 days after all time for pleadings (including all extensions granted) has expired. The decision shall include a statement that the decision may be appealed pursuant to this part, identify the official to whom it may be appealed and indicate the appeal procedures, including the 30-day time limit for filing a notice of appeal.

(b) A copy of the decision shall be sent to the appellant and each known interested party by certified or registered mail, return receipt requested. Such receipts shall become a permanent part of the record.

§ 2.20 Action by the Assistant Secretary—Indian Affairs on appeal.

(a) When a decision is appealed to the Interior Board of Indian Appeals, a copy of the notice of appeal shall be sent to the Assistant Secretary—Indian Affairs.

(b) The notice of appeal sent to the Interior Board of Indian Appeals shall

certify that a copy has been sent to the Assistant Secretary—Indian Affairs.

(c) In accordance with the provisions of § 4.332(b) of title 43 of the Code of Federal Regulations, a notice of appeal to the Board of Indian Appeals shall not be effective until 20 days after receipt by the Board, during which time the Assistant Secretary—Indian Affairs shall have authority to decide to:

- (1) Issue a decision in the appeal, or
- (2) Assign responsibility to issue a decision in the appeal to a Deputy to the Assistant Secretary—Indian Affairs.

The Assistant Secretary—Indian Affairs will not consider petitions to exercise this authority. If the Assistant Secretary—Indian Affairs decides to issue a decision in the appeal or to assign responsibility to issue a decision in the appeal to a Deputy to the Assistant Secretary—Indian Affairs, he/she shall notify the Board of Indian Appeals, the deciding official, the appellant, and interested parties within 15 days of his/her receipt of a copy of the notice of appeal. Upon receipt of such notification, the Board of Indian Appeals shall transfer the appeal to the Assistant Secretary—Indian Affairs. The decision shall be signed by the Assistant Secretary—Indian Affairs or a Deputy to the Assistant Secretary—Indian Affairs within 60 days after all time for pleadings (including all extensions granted) has expired. If the decision is signed by the Assistant Secretary—Indian Affairs, it shall be final for the Department and effective immediately unless the Assistant Secretary—Indian Affairs provides otherwise in the decision. Except as otherwise provided in § 2.20(g), if the decision is signed by a Deputy to the Assistant Secretary—Indian Affairs, it may be appealed to the Board of Indian Appeals pursuant to the provisions of 43 CFR part 4, subpart D.

(d) A copy of the decision shall be sent to the appellant and each known interested party by certified or registered mail, return receipt requested. Such receipts shall become a permanent part of the record.

(e) If the Assistant Secretary—Indian Affairs or the Deputy to the Assistant Secretary—Indian Affairs to whom the authority to issue a decision has been

assigned pursuant to § 2.20(c) does not make a decision within 60 days after all time for pleadings (including all extensions granted) has expired, any party may move the Board of Indian Appeals to assume jurisdiction subject to 43 CFR 4.337(b). A motion for Board decision under this section shall invest the Board with jurisdiction as of the date the motion is received by the Board.

(f) When the Board of Indian Appeals, in accordance with 43 CFR 4.337(b), refers an appeal containing one or more discretionary issues to the Assistant Secretary—Indian Affairs for further consideration, the Assistant Secretary—Indian Affairs shall take action on the appeal consistent with the procedures in this section.

(g) The Assistant Secretary—Indian Affairs shall render a written decision in an appeal from a decision of the Deputy to the Assistant Secretary—Indian Affairs/Director (Indian Education Programs) within 60 days after all time for pleadings (including all extensions granted) has expired. A copy of the decision shall be sent to the appellant and each known interested party by certified or registered mail, return receipt requested. Such receipts shall become a permanent part of the record. The decision shall be final for the Department and effective immediately unless the Assistant Secretary—Indian Affairs provides otherwise in the decision.

§ 2.21 Scope of review.

(a) When a decision has been appealed, any information available to the reviewing official may be used in reaching a decision whether part of the record or not.

(b) When the official deciding an appeal believes it appropriate to consider documents or information not contained in the record on appeal, the official shall notify all interested parties of the information and they shall be given not less than 10 days to comment on the information before the appeal is decided. The deciding official shall include in the record copies of documents or a description of the information used in arriving at the decision. Except where disclosure of the actual documents used may be prohibited by law, copies of the information shall be made

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service was made as required by this section.

[73 FR 67288, Nov. 13, 2008]

§ 4.324 How is the record on appeal prepared?

(a) On receiving a copy of the notice of appeal, the judge whose decision is being appealed must notify:

- (1) The agency concerned; and
- (2) The LTRO where the original record was filed under § 30.233 of this subtitle.

(b) If a transcript of the hearing was not prepared, the judge must have a transcript prepared and forwarded to the LTRO within 30 days after receiving a copy of the notice of appeal. The LTRO must include the original transcript in the record.

(c) Within 30 days of the receipt of the transcript, the LTRO must do the following:

- (1) Prepare a table of contents for the record;
- (2) Make two complete copies of the original record, including the transcript and table of contents;
- (3) Certify that the record is complete;
- (4) Forward the certified original record, together with the table of contents, to the Board by certified mail or other service with delivery confirmation; and
- (5) Send one copy of the complete record to the agency.

(d) While the appeal is pending, the copies of the record will be available for inspection at the LTRO and the agency.

(e) Any party may file an objection to the record. The party must file his or her objection with the Board within 15 days after receiving the notice of docketing under § 4.325.

(f) For any of the following appeals, the judge must prepare an administrative record for the decision and a table of contents for the record and must forward them to the Board:

- (1) An interlocutory appeal under § 4.28;
- (2) An appeal from a decision under §§ 30.126 or 30.127 regarding modification of an inventory of an estate; or
- (3) An appeal from a decision under § 30.124 determining that a person for

whom a probate proceeding is sought to be opened is not deceased.

[76 FR 7505, Feb. 10, 2011]

§ 4.325 How will the appeal be docketed?

The Board will docket the appeal on receiving the probate record from the LTRO or the administrative record from the judge, and will provide a notice of the docketing and the table of contents for the record to all interested parties as shown by the record on appeal. The docketing notice will specify the deadline for filing briefs and will cite the procedural regulations governing the appeal.

[73 FR 67288, Nov. 13, 2008]

§ 4.326 What happens to the record after disposition?

(a) After the Board makes a decision other than a remand, it must forward to the designated LTRO:

- (1) The record filed with the Board under § 4.324(d) or (f); and
- (2) All documents added during the appeal proceedings, including any transcripts and the Board's decision.

(b) The LTRO must conform the duplicate record retained under § 4.324(b) to the original sent under paragraph (a) of this section and forward the duplicate record to the agency concerned.

[73 FR 67288, Nov. 13, 2008]

APPEALS TO THE BOARD OF INDIAN APPEALS FROM ADMINISTRATIVE ACTIONS OF OFFICIALS OF THE BUREAU OF INDIAN AFFAIRS: ADMINISTRATIVE REVIEW IN OTHER INDIAN MATTERS NOT RELATING TO PROBATE PROCEEDINGS

SOURCE: 54 FR 6487, Feb. 10, 1989, unless otherwise noted.

§ 4.330 Scope.

(a) The definitions set forth in 25 CFR 2.2 apply also to these special rules. These regulations apply to the practice and procedure for: (1) Appeals to the Board of Indian Appeals from administrative actions or decisions of officials of the Bureau of Indian Affairs issued under regulations in 25 CFR chapter 1, and (2) administrative review by the Board of Indian Appeals of other matters pertaining to Indians

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which are referred to it for exercise of review authority of the Secretary or the Assistant Secretary—Indian Affairs.

(b) Except as otherwise permitted by the Secretary or the Assistant Secretary—Indian Affairs by special delegation or request, the Board shall not adjudicate:

(1) Tribal enrollment disputes;

(2) Matters decided by the Bureau of Indian Affairs through exercise of its discretionary authority; or

(3) Appeals from decisions pertaining to final recommendations or actions by officials of the Minerals Management Service, unless the decision is based on an interpretation of Federal Indian law (decisions not so based which arise from determinations of the Minerals Management Service, are appealable to the Interior Board of Land Appeals in accordance with 43 CFR 4.410).

§ 4.331 Who may appeal.

Any interested party affected by a final administrative action or decision of an official of the Bureau of Indian Affairs issued under regulations in title 25 of the Code of Federal Regulations may appeal to the Board of Indian Appeals, except—

(a) To the extent that decisions which are subject to appeal to a higher official within the Bureau of Indian Affairs must first be appealed to that official;

(b) Where the decision has been approved in writing by the Secretary or Assistant Secretary—Indian Affairs prior to promulgation; or

(c) Where otherwise provided by law or regulation.

§ 4.332 Appeal to the Board; how taken; mandatory time for filing; preparation assistance; requirement for bond.

(a) A notice of appeal shall be in writing, signed by the appellant or by his attorney of record or other qualified representative as provided by 43 CFR 1.3, and filed with the Board of Indian Appeals, Office of Hearings and Appeals, U.S. Department of the Interior, 801 North Quincy Street, Arlington, Virginia 22203, within 30 days after receipt by the appellant of the decision from which the appeal is taken. A copy

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of the notice of appeal shall simultaneously be filed with the Assistant Secretary—Indian Affairs. As required by § 4.333 of this part, the notice of appeal sent to the Board shall certify that a copy has been sent to the Assistant Secretary—Indian Affairs. A notice of appeal not timely filed shall be dismissed for lack of jurisdiction. A notice of appeal shall include:

(1) A full identification of the case;

(2) A statement of the reasons for the appeal and of the relief sought; and

(3) The names and addresses of all additional interested parties, Indian tribes, tribal corporations, or groups having rights or privileges which may be affected by a change in the decision, whether or not they participated as interested parties in the earlier proceedings.

(b) In accordance with 25 CFR 2.20(c) a notice of appeal shall not be effective for 20 days from receipt by the Board, during which time the Assistant Secretary—Indian Affairs may decide to review the appeal. If the Assistant Secretary—Indian Affairs properly notifies the Board that he has decided to review the appeal, any documents concerning the case filed with the Board shall be transmitted to the Assistant Secretary—Indian Affairs.

(c) When the appellant is an Indian or Indian tribe not represented by counsel, the official who issued the decision appealed shall, upon request of the appellant, render such assistance as is appropriate in the preparation of the appeal.

(d) At any time during the pendency of an appeal, an appropriate bond may be required to protect the interest of any Indian, Indian tribe, or other parties involved.

[54 FR 6487, Feb. 10, 1989, as amended at 67 FR 4368, Jan. 30, 2002]

§ 4.333 Service of notice of appeal.

(a) On or before the date of filing of the notice of appeal the appellant shall serve a copy of the notice upon each known interested party, upon the official of the Bureau of Indian Affairs from whose decision the appeal is taken, and upon the Assistant Secretary—Indian Affairs. The notice of appeal filed with the Board shall certify that service was made as required

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by this section and shall show the names and addresses of all parties served. If the appellant is an Indian or an Indian tribe not represented by counsel, the appellant may request the official of the Bureau whose decision is appealed to assist in service of copies of the notice of appeal and any supporting documents.

(b) The notice of appeal will be considered to have been served upon the date of personal service or mailing.

§ 4.334 Extensions of time.

Requests for extensions of time to file documents may be granted upon a showing of good cause, except for the time fixed for filing a notice of appeal which, as specified in § 4.332 of this part, may not be extended.

§ 4.335 Preparation and transmittal of record by official of the Bureau of Indian Affairs.

(a) Within 20 days after receipt of a notice of appeal, or upon notice from the Board, the official of the Bureau of Indian Affairs whose decision is appealed shall assemble and transmit the record to the Board. The record on appeal shall include, without limitation, copies of transcripts of testimony taken; all original documents, petitions, or applications by which the proceeding was initiated; all supplemental documents which set forth claims of interested parties; and all documents upon which all previous decisions were based.

(b) The administrative record shall include a Table of Contents noting, at a minimum, inclusion of the following:

(1) The decision appealed from;

(2) The notice of appeal or copy thereof; and

(3) Certification that the record contains all information and documents utilized by the deciding official in rendering the decision appealed.

(c) If the deciding official receives notification that the Assistant Secretary—Indian Affairs has decided to review the appeal before the administrative record is transmitted to the Board, the administrative record shall be forwarded to the Assistant Secretary—Indian Affairs rather than to the Board.

§ 4.336 Docketing.

An appeal shall be assigned a docket number by the Board 20 days after receipt of the notice of appeal unless the Board has been properly notified that the Assistant Secretary—Indian Affairs has assumed jurisdiction over the appeal. A notice of docketing shall be sent to all interested parties as shown by the record on appeal upon receipt of the administrative record. Any objection to the record as constituted shall be filed with the Board within 15 days of receipt of the notice of docketing. The docketing notice shall specify the time within which briefs shall be filed, cite the procedural regulations governing the appeal and include a copy of the Table of Contents furnished by the deciding official.

§ 4.337 Action by the Board.

(a) The Board may make a final decision, or where the record indicates a need for further inquiry to resolve a genuine issue of material fact, the Board may require a hearing. All hearings shall be conducted by an administrative law judge of the Office of Hearings and Appeals. The Board may, in its discretion, grant oral argument before the Board.

(b) Where the Board finds that one or more issues involved in an appeal or a matter referred to it were decided by the Bureau of Indian Affairs based upon the exercise of discretionary authority committed to the Bureau, and the Board has not otherwise been permitted to adjudicate the issue(s) pursuant to § 4.330(b) of this part, the Board shall dismiss the appeal as to the issue(s) or refer the issue(s) to the Assistant Secretary—Indian Affairs for further consideration.

§ 4.338 Submission by administrative law judge of proposed findings, conclusions and recommended decision.

(a) When an evidentiary hearing pursuant to § 4.337(a) of this part is concluded, the administrative law judge shall recommend findings of fact and conclusions of law, stating the reasons for such recommendations. A copy of the recommended decision shall be sent to each party to the proceeding, the Bureau official involved, and the

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Board. Simultaneously, the entire record of the proceedings, including the transcript of the hearing before the administrative law judge, shall be forwarded to the Board.

(b) The administrative law judge shall advise the parties at the conclusion of the recommended decision of their right to file exceptions or other comments regarding the recommended decision with the Board in accordance with §4.339 of this part.

§4.339 Exceptions or comments regarding recommended decision by administrative law judge.

Within 30 days after receipt of the recommended decision of the administrative law judge, any party may file exceptions to or other comments on the decision with the Board.

§4.340 Disposition of the record.

Subsequent to a decision by the Board, the record filed with the Board and all documents added during the appeal proceedings, including the Board's decision, shall be forwarded to the official of the Bureau of Indian Affairs whose decision was appealed for proper disposition in accordance with rules and regulations concerning treatment of Federal records.

WHITE EARTH RESERVATION LAND SETTLEMENT ACT OF 1985; AUTHORITY OF ADMINISTRATIVE JUDGES; DETERMINATIONS OF THE HEIRS OF PERSONS WHO DIED ENTITLED TO COMPENSATION

SOURCE: 56 FR 61383, Dec. 3, 1991, unless otherwise noted.

§4.350 Authority and scope.

(a) The rules and procedures set forth in §§4.350 through 4.357 apply only to the determination through intestate succession of the heirs of persons who died entitled to receive compensation under the White Earth Reservation Land Settlement Act of 1985, Public Law 99-264 (100 Stat. 61), amended by Public Law 100-153 (101 Stat. 886) and Public Law 100-212 (101 Stat. 1433).

(b) Whenever requested to do so by the Project Director, an administrative judge shall determine such heirs by applying inheritance laws in accordance with the White Earth Reservation Set-

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tlement Act of 1985 as amended, notwithstanding the decedent may have died testate.

(c) As used herein, the following terms shall have the following meanings:

(1) The term *Act* means the White Earth Reservation Land Settlement Act of 1985 as amended.

(2) The term *Board* means the Board of Indian Appeals in the Office of Hearings and Appeals, Office of the Secretary.

(3) The term *Project Director* means the Superintendent of the Minnesota Agency, Bureau of Indian Affairs, or other Bureau of Indian Affairs official with delegated authority from the Minneapolis Area Director to serve as the federal officer in charge of the White Earth Reservation Land Settlement Project.

(4) The term *party (parties) in interest* means the Project Director and any presumptive or actual heirs of the decedent, or of any issue of any subsequently deceased presumptive or actual heir of the decedent.

(5) The term *compensation* means a monetary sum, as determined by the Project Director, pursuant to section 8(c) of the Act.

(6) The term *administrative judge* means an administrative judge or an administrative law judge, attorney-advisor, or other appropriate official of the Office of Hearings and Appeals to whom the Director of the Office of Hearings and Appeals has redelegated his authority, as designee of the Secretary, for making heirship determinations as provided for in these regulations.

(7) The term *appellant* means a party aggrieved by a final order or final order upon reconsideration issued by an administrative judge who files an appeal with the Board.

[56 FR 61383, Dec. 3, 1991; 56 FR 65782, Dec. 18, 1991, as amended at 64 FR 13363, Mar. 18, 1999]

§4.351 Commencement of the determination process.

(a) Unless an heirship determination which is recognized by the Act already exists, the Project Director shall commence the determination of the heirs of those persons who died entitled to receive compensation by filing with

Committee Agenda Item

TO: Ways & Means Committee
FROM: Administration
DATE: March 23, 2016
SUBJECT: Audit Engagement Letter

The Audit Engagement is attached for your consideration and approval.

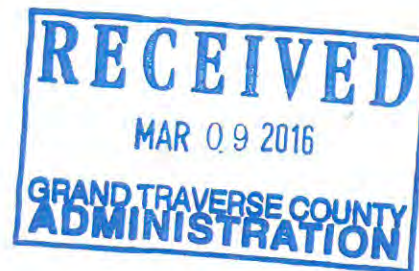
The Audit is actually performed on behalf of the County Commissioners and we would like your approval to move forth April 1st.

RECOMMENDATION:

Approval.

March 3, 2016

Ways and Means Committee
Grand Traverse County
400 Boardman Avenue
Traverse City, MI 49684



Enclosed is the engagement letter for *Grand Traverse County* for the year ended December 31, 2015. *Government Auditing Standards* (as amended) require that we communicate, during the planning stage of an audit, certain information to the Ways and Means Committee of the County Board of Commissioners. This information includes the auditors' responsibilities in a financial statement audit, including our responsibilities for testing and reporting on compliance with laws and regulations and internal control over financial reporting. The engagement letter includes the items which must be communicated to the Ways and Means Committee of the County Board of Commissioners.

Therefore, please make copies of the attached engagement letter and forward the copies to the Ways and Means Committee of the County Board of Commissioners.

Please sign and return the enclosed copy of the attached engagement letter to us at your earliest convenience.

Sincerely,

A handwritten signature in black ink that reads "Rehmann Robson LLC".

Enclosures

March 3, 2016

Ways and Means Committee
Grand Traverse County
400 Boardman Avenue
Traverse City, MI 49684

CLIENTS COPY

We are pleased to confirm our understanding of the services we are to provide **Grand Traverse County** (the "Entity") for the year ended December 31, 2015.

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Entity as of and for the year ended December 31, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Entity's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedules Required by GASB 68 - Pension Plan - Primary Government
3. Schedule of Funding Progress and Employer Contributions - Retiree Health Care - Other Post Employment Benefit Plan - Primary Government
4. Schedules Required by GASB 68 - Pension Plan - Pavilions Component Unit
5. Schedule of Funding Progress and Employer Contributions - Retiree Health Care - Other Post Employment Benefit Plan - Pavilions Component Unit
6. Schedules Required by GASB 68 - Pension Plan - Road Commission Component Unit
7. Schedule of Funding Progress and Employer Contributions - Retiree Health Care Other Post Employment Benefit Plan - Road Commission Component Unit

We have also been engaged to report on supplementary information other than RSI, such as combining and individual fund financial statements and schedules, that accompanies the Entity's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

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CPAs & Consultants Wealth Advisors Corporate Investigators

1. Combining and individual fund financial statements and schedules
2. Schedule of expenditures of federal awards

The following other information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

1. Introductory section of the Comprehensive Annual Financial Report
2. Statistical section of the Comprehensive Annual Financial Report

Audit Objectives

The objective of our audit is the expression of opinions as to whether the Entity's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Our audit of the Entity's financial statements does not relieve management or those charged with governance of their responsibilities. The objective also includes reporting on -

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and with the Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We will issue a written report upon completion of our audit of the Entity's financial statements. Our report will be addressed to the Ways and Means Committee of the County Board of Commissioners of the Entity. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in

which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our audit report. If our opinions on the financial statements or the Single Audit compliance opinion are other than unmodified, we will discuss the reasons with management in advance. If circumstances occur and come to our attention related to the condition of the Entity's records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, or we become aware that information provided by the Entity is incorrect, incomplete, or otherwise unsatisfactory which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The concept of materiality is inherent in the work of an independent auditor. An auditor places greater emphasis on those items that have, on a relative basis, more importance to the financial statements and greater possibilities of material error than with those items of lesser importance or those in which the possibility of material error is remote. For this purpose, materiality has been defined as "the magnitude of an omission or misstatement of accounting and financial reporting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would have been changed or influenced by the omission or misstatement."

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls, including internal controls over compliance, and for ongoing monitoring activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. Management is also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with an acceptable financial reporting framework, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management is responsible for determining, and has determined, that the applicable and appropriate financial reporting framework to be used in the preparation of the Entity's financial statements is accounting principles generally accepted in the United States of America (GAAP).

Management is also responsible for making all financial records and related information available to us, and for ensuring that financial information is reliable and properly recorded. Management is also responsible for providing us with (1) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request from management for the purpose of the audit, and (3) unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence.

Management's responsibilities also include identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

We understand that management will provide us with such information required for our audit, including a reasonably adjusted trial balance, and that management is responsible for the accuracy and completeness of that information. Assistance provided by our Firm in the preparation of a reasonably adjusted trial balance is considered an additional billable service.

We will advise management (and the Audit Committee or Ways and Means Committee of the County Board of Commissioners, as necessary) about appropriate accounting principles and their application and may assist in the preparation of the Entity's financial statements, but the responsibility for the financial statements remains with management with oversight by those charged with governance. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to the Entity's financial statements. Management is responsible for reviewing the entries, understanding the nature of any proposed entries and the impact they have on the financial statements, and the implications of such entries on the Entity's internal control over financial reporting. Further, the Entity is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing us of its knowledge of any allegations of fraud, suspected fraud or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the conclusion of fieldwork.

Management is responsible for preparation of the schedule of expenditures of federal awards in conformity with the Uniform Guidance. Management agrees to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we reported on the schedule of expenditures of federal awards. Management also agrees to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (a) management is responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (b) that management believes the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is also responsible for the preparation of the other supplementary information, which we have been engaged to report on, that is presented fairly in relation to the basic financial statements. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (a) management is responsible for presentation of the

supplementary information in accordance with GAAP; (b) that management believes the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. Management is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as management's planned corrective actions, for the report, and for the timing and format for providing that information.

During the course of our engagement, we will request information and explanations from management regarding the Entity's operations, internal control over financial reporting, various matters concerning fraud risk, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written management representation letter.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We may request written representations from the Entity's attorneys as part of the engagement, and they may bill the Entity for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from management about the financial statements and related matters.

We have advised the Entity of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets) notwithstanding our obligations per the Single Audit Amendments of 1996 and the Uniform Guidance. We can, as a separate engagement, perform extended procedures specifically designed to potentially detect defalcations. Management acknowledges that the Entity has not engaged us to do so and does not wish us to do so at this time.

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A 133. As part of the audit, we will assist with preparation of the Entity's financial statements, schedule of expenditures of federal awards, and related notes. Management will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of federal awards and that management has reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Management agrees to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of these or other nonattest services performed by our Firm; and understand and accept responsibility for the results of such services.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the Entity and its business environment, including internal control over financial reporting sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures that are appropriate in the circumstances. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control, or to identify significant deficiencies or material weaknesses in internal control, or to express an opinion on the effectiveness of internal control over financial reporting. However, during the audit, we will communicate to the appropriate level of management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards* and the Uniform Guidance. These matters refer to significant matters related to the financial statement audit that are, in our professional judgment, relevant to the responsibilities of those charged with governance in overseeing the Entity's financial reporting process. When applicable, we are responsible for communicating certain matters required by laws or regulations, or by additional requirements that may be applicable to this engagement. Auditing standards generally accepted in the United States of America do not require the independent auditor to design or perform procedures for the purpose of identifying other matters to communicate with those charged with governance. Management is responsible for assessing the implications of and correcting any internal control-related matters brought to the Entity's attention by us.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with provisions of applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. The purpose of those procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Fees

The not-to-exceed fee for the audit of the financial statements will be charged at rates commensurate with the value of our professional services rendered and are not expected to exceed \$43,750. If the Entity has more than three major programs tested in the single audit, a fee of between \$1,500-\$2,500 will be charged for each additional program. In addition to the base audit fee, as described in the attached change order, an additional amount will be billed for implementation of GASB Statement 68, *Accounting and Financial Reporting for Pensions*.

Our invoices for these fees are due and payable as follows:

March 15, 2016	\$ 5,000
April 15, 2016	\$ 25,000
May 15, 2016	\$ 10,000
June 15, 2016	\$ 6,750

This fee is based on the assumption that unexpected circumstances will not be encountered during the audit. This fee is based on anticipated cooperation from the Entity's personnel, continued readiness and proactive assistance on their part in providing us with complete and accurate information (whether financial or nonfinancial in nature) considered necessary by us to form an appropriate opinion, and the

assumption that unexpected circumstances will not be encountered during the audit. Such circumstances include, but are not necessarily limited to significant addition or deletion of funds, component units or related entities and first-time application of significant new professional accounting or auditing pronouncements. In addition, the fee above assumes management will analyze and maintain appropriate support for significant valuation assertions embodied in the financial statements including the valuation of investment securities, the actuarial methods and assumptions used to calculate the net pension and other postemployment benefits liabilities, impairment of capital assets including those held for sale, the valuation of inventories and land held for resale, allowances for uncollectible receivables, and the estimate for incurred-but-not-reported self-insurance claims. If significant additional time is necessary, we will discuss the related circumstances with management and arrive at a new fee estimate, which may or may not occur before we incur the additional time. In these circumstances, we may also issue a change order form (an attached example is provided.)

Engagement Administration, and Other

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with management the electronic submission and certification. If applicable, we will provide copies of our reports for the Entity to include with the reporting package the Entity will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Rehmann and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a cognizant or grantor agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify management of any such request. If requested, access to such audit documentation will be provided under the supervision of Rehmann personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Our audit engagement and our responsibility as auditors ends on delivery of our audit report to the Ways and Means Committee of the County Board of Commissioners at the Regular or Special Board meeting. Any follow-up services that might be required will be part of a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we provide the Entity with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our 2014 peer review report accompanies this letter.

This engagement letter and the attached Rehmann Audit Engagement Letter Terms reflect the entire understanding between us relating to the audit services covered by this agreement. This agreement may not be amended or varied except by a written document signed by both parties. It replaces and supersedes any previous proposals, correspondence, and understandings, whether written or oral. The agreements of the Entity and Rehmann contained in this document shall survive the completion or termination of this engagement. If any term hereof is found unenforceable or invalid, this shall not affect the other terms hereof, all of which shall continue in effect as if the stricken term had not been included.

We appreciate the opportunity to be of service to the Entity and believe the arrangements outlined above and in the attached Rehmann Audit Engagement Letter Terms accurately summarize the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement, please sign the enclosed copy of this document and return it to us.

Rehmann Lobson LLC

Stephen M. Peacock, CPA
Principal
Executive responsible for coordinating
and administering client services

Paul R. Matz, CPA, CGFM
Principal
Executive responsible for supervising the
engagement and signing our report

ACKNOWLEDGED AND ACCEPTED:

This letter correctly sets forth the understanding of *Grand Traverse County*.

Officer Signature

Printed Name

Title

Date

Rehmann Audit Engagement Letter Terms

ADDITIONAL SERVICES - The Entity may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with management regarding the scope of the additional services and the estimated fees. We also may issue a change order form (an attached example is provided), or a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our attest services will continue to be governed by the terms of this engagement letter.

CODE OF CONDUCT - Management is responsible for identifying any violations by employees of the Entity's code of conduct.

CHANGES IN STANDARDS, LAWS AND REGULATIONS - We perform services for the Entity based on present professional standards, laws and regulations. While we may on occasion be able to communicate with management with respect to changes in professional standards, laws and regulations, as a general principle we cannot undertake with clients to advise them of every change that may occur. The Entity can always obtain reassurance in this regard by contacting us for an updated review of the Entity's situation.

MANAGEMENT'S REPRESENTATIONS - The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false, misleading, incomplete or omitted representations could cause us to expend unnecessary efforts or could cause material error or a fraud to go undetected by our procedures.

CLIENT ASSISTANCE - We understand that the Entity's employees will prepare all cash, accounts receivable, and other confirmations we request and will locate and refile any documents selected by us for testing. In addition, management will provide us with copies of all minutes and other documents that we believe may have a bearing on our evaluation of the Entity's financial affairs.

WORK SPACE - The Entity shall provide reasonable work space for Rehmann personnel at audit work sites, as well as occasional clerical support services. The Entity understands that Rehmann's performance is dependent on the Entity's timely and effective satisfaction of its own activities and responsibilities in connection with this engagement, as well as timely decisions and approvals by Entity personnel.

ACCURACY AND COMPLETENESS OF INFORMATION - Management agrees to ensure that all information provided to us is accurate and complete in all material respects, contains no material omissions and is updated on a prompt and continuous basis. In addition, management will also be responsible for obtaining all third-party consents, if any, required to enable Rehmann to access and use any third-party products necessary to our performance.

EMAIL - The Entity acknowledges that (a) Rehmann, the Entity and others, if any, participating in this engagement may correspond or convey documentation via Internet e-mail unless the Entity expressly requests otherwise, (b) no party has control over the performance, reliability, availability, or security of Internet e-mail, and (c) Rehmann shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond Rehmann's reasonable control.

OFFERS OF EMPLOYMENT - Professional standards require us to be independent with respect to the Entity in the performance of our services. Any discussions that management has with personnel of our Firm regarding employment could pose a threat to our independence. Therefore, we request that management inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Neither party shall, during the term of this engagement letter and for one (1) year after its termination, solicit for hire as an employee, consultant or otherwise any of the other party's personnel without such other party's express written consent. If the Entity desires to offer employment to a Rehmann associate and the associate is hired

in any capacity by the Entity, a market-driven compensation placement fee may apply.

ADDITIONAL FEES AND BILLING POLICIES - It must be understood that the nature of our engagement requires us to exercise our independent professional judgment with respect to various auditing, accounting and related issues. In reaching our conclusions, we must retain the right to judge the nature and scope of the work required in order to conform to professional standards, as well as the work we deem necessary to enable us to reach the conclusions and form the opinions required of us. If our judgment as to the scope of the work required causes us to reassess our estimate of fees for this engagement, we will so advise the Entity. We reserve the right to refrain from performing additional work (and thereby incurring additional time charges) unless and until the Entity has confirmed its understanding of, and agreement to, any additional estimated charges.

Our fee estimate is based upon our discussions with management, in which management has disclosed no unusual problems or issues which would require us to conduct an audit of unusual scope or otherwise expend time and effort in excess of that normally anticipated in an engagement of this type. The estimate also assumes that we will have the full cooperation of Entity personnel, as required, and that there is a reasonable continuity of Entity personnel familiar with the matters to which our engagement relates. In addition, our fee is based on the experience level of our personnel, at their respective standard hourly rates, performing certain audit procedures at certain timeframes. If we are caused to vary from that planning formula, additional fees will need to be charged to allow for more experienced personnel performing the work, reallocation of our client priority, overtime, etc. Further, management will provide us with the schedules and records that we request (which ordinarily are detailed in a request list in advance of our fieldwork) and that all such schedules and records will be provided to us timely in accordance with the scheduled fieldwork dates, to be mutually agreed upon. If the requested schedules and records are not provided to us in accordance with the scheduled dates and we are unable to continue our work, we will resume our work as soon as the schedules and records are provided to us and our professionals assigned to the engagement again become available.

As a result of well-publicized events, global economic convergence, and the continued evolution of the accounting profession, accounting and auditing standard setters and regulators are continually evaluating the need for changes that may affect the Entity. Such changes may result in changes in financial reporting and expanding the nature, timing and scope of activities we are required to perform to provide the services discussed in this letter. Proposed changes and shortened deadlines could result in a reduction of the level of assistance and preparedness the Entity is able to provide. We expect that our clients may continue to look to us to assist them with these changes. To the extent any changes require us to increase the time required to provide the services described in this letter or to complete new tasks required by such changes, we reserve the right to adjust our fees appropriately. We will endeavor to advise the Entity of anticipated changes to our fees on a timely basis.

In accordance with our Firm policies, work may be suspended if the Entity's account becomes 30 days or more overdue and will not be resumed until the account is paid in full or we have a definitive payment agreement approved by our Firm administrator in Saginaw, Michigan. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. The Entity will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our terms and conditions impose a late charge of 1.5% per month, which is an annual percentage rate of 18%. Balances not paid within 30 days of the receipt of invoice are past due and a late charge of 1.5% will be applied to the entire past due amount.

CLAIMS - Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, the Entity agrees that, notwithstanding the statute of limitations of

Rehmann Audit Engagement Letter Terms

any particular State or U.S. Territory, any claim based on the audit engagement must be filed within 12 months after performance of our service, unless management has previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

TERMINATION OF SERVICES - We reserve the right to suspend or terminate services for reasonable cause such as failure to pay our invoices on a timely basis or failure to provide adequate information in response to our inquiries necessary for successful performance of our audit services. Our engagement will be deemed to be completed upon written notification of termination, even if we have not completed the audit and issued our signed auditors' report. The Entity is obligated to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

We acknowledge the Entity's right to terminate our services at any time, and the Entity acknowledges our right to withdraw at any time, including, but not limited to, for example, instances where, in our judgment, (a) the conditions in the first paragraph of the Audit Objectives section of this letter exist, (b) our independence has been impaired, (c) we can no longer rely on the integrity of management, or (d) management (or the Audit Committee, if applicable) fails to reasonably support our efforts to perform the engagement in accordance with what we believe is necessary to comply with professional standards, subject in either case to our right to payment for charges incurred to the date of termination or resignation.

In the event that we determine to resign, and the Entity seeks damages allegedly resulting from such resignation, our maximum liability to the Entity in the event we are held liable because of such resignation shall be limited to the fees actually paid to us for current year audit work performed up to the date of resignation.

REPRODUCTION OF FINANCIAL STATEMENTS - If the Entity voluntarily intends to publish or otherwise reproduce its financial statements concurrently with the original issuance thereon of our audit report and/or make reference to our Firm name, such as for inclusion in an annual report (such as, for example, in a CAFR), prospectus or similar document, the Entity agrees to provide us with printer's proofs, drafts, or masters for our review and approval before printing. The Entity also agrees to provide us with a copy of the final reproduced material for our approval before it is distributed. Fees, if any, for issuance or inclusion of our audit report and/or any other reference to our Firm in such other document, will be based on our standard hourly rates.

If the Entity decides to include, publish or otherwise reproduce the financial statements and our report thereon at a date subsequent to their original issuance, such as for inclusion in a Preliminary or Official Statement in connection with a sale of bonds or notes, or other securities, or in a prospectus or similar offering or other document (hereinafter referred to as the "document"), our Firm is presumed not to be associated with such document, and we have no obligation to perform any procedures with respect to such document. In these circumstances, the Entity agrees to include in the document a statement that we have not been engaged to perform and have not performed, since the date of our report being reproduced, any procedures on the financial statements contained in such document or on the unaudited financial or other information contained in the document, or on the document itself. If, however, management or the Entity's agent (such as an underwriter, bond counsel, financial advisor, etc.) requests our involvement, such as engaging us to prepare a written acknowledgement (sometimes referred to as a "consent" or "agree to include") letter prior to including our audit report in such a document, or engaging us to assist in preparing or reviewing financial or other information contained in such document, our Firm then becomes associated with the document and in accordance with professional standards, we will be required to perform certain limited procedures with respect to this or other unaudited information contained in the document. Fees for reissuance or inclusion of our audit report in such a document will be based on our standard hourly rates. If the Entity wishes to make reference in such a document to our Firm's role in connection with the purpose of the document, the caption "Independent Auditors"

may be used to title or label that section of the document. In accordance with professional standards, the caption "Experts" should not be used, nor should our Firm be referred to as "experts" anywhere in the document.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on the Entity's Internet Web site, the Entity understands that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

INFORMAL ADVICE - As part of our engagement we may provide advice on operating, internal control over financial reporting and other matters that come to our attention. Informal advice is not considered to be a consulting service unless we have entered into a separate engagement.

THIRD PARTY PROCEEDINGS - As a result of our prior or future services to the Entity, we might be requested or subpoenaed to provide information or documents to management or a third party in a legal, administrative, mediation, or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be billable to the Entity as a separate engagement. We shall be entitled to compensation for our time at our standard hourly rates and reasonable reimbursement for our expenses (including our legal fees) in complying with this request. For all such requests, we will observe the confidentiality requirements of our profession and will notify management promptly of the request. This paragraph will survive the termination of this agreement for any reason, and will be binding upon successors to the Entity.

PEER REVIEW - Our Firm, as well as other major accounting firms, participates in a "peer review" program covering our audit and accounting practices. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the Entity may be selected by the other firm for their review. If it is, the other firm is bound by professional standards to keep all information confidential. If management objects to having the work we perform for the Entity reviewed by our peer reviewer, please notify us in writing.

PROMOTIONAL MATERIALS - The Entity consents to Rehmann's use of your Entity name and a factual description of the services to be performed by Rehmann under this agreement in Rehmann's advertising and promotional materials and other proposal opportunities.

MEDIATION - If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to binding arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties.

GOVERNING LAW - This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to the principles of conflicts of law thereof.



EXAMPLE CHANGE ORDER

Client: **Grand Traverse County** (the "Entity")

Date:

Project Description (and estimated completion date, if appropriate):

Estimated Additional Fees: \$_____

We believe it is our responsibility to exceed the Entity's expectations. This Change Order is being prepared because performance by us of the above project and/or additional service efforts was not anticipated in our original Agreement dated March 3, 2016. The estimated fees for the above project have been mutually agreed upon by the Entity and Rehmann. It is our goal to ensure that the Entity is never surprised by the price for any Rehmann service and, therefore, we have adopted the Change Order Policy. The estimated additional amount above is due and payable upon completion of the project described.

If management agrees with the above project description and the estimated fee amount, please authorize and date the Change Order below. A copy is enclosed for the Entity's records. Thank you for letting us serve the Entity.

Agreed to and accepted:

Officer Signature

Printed Name

Title

Date



CliftonLarsonAllen LLP
220 South Sixth Street, Suite 300
Minneapolis, MN 55402-1436
612-376-4500 | fax 612-376-4850
CLAAconnect.com

SYSTEM REVIEW REPORT

To the Principals of Rehmann Robson LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Rehmann Robson LLC, a member of The Rehmann Group (the Firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations (Service Organizations Control (SOC) 1 and 2) engagements.

In our opinion, the system of quality control for the accounting and auditing practice of Rehmann Robson LLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Rehmann Robson LLC has received a peer review rating of *pass*.

CliftonLarsonAllen LLP

Minneapolis, Minnesota
August 14, 2014



CHANGE ORDER

Client: *Grand Traverse County* (the "County")

Date: March 3, 2016

Project Description: Implementation of GASB Statement 68, *Accounting and Reporting for Pensions*. The implementation of this new standard will require recording the net pension liability and related deferrals (and amortizations thereof) along with writing additional note disclosures, preparing RSI (required supplementary information) schedules for the changes in the net pension liability, performing auditing procedures, and providing accounting assistance/guidance for those changes and the related deferrals. The current year amount will be billed in a single installment at the conclusion of audit fieldwork.

Additional Fees:

Year of Implementation	\$3,000
Future Audit Engagements (If Engaged)	\$1,500

We believe it is our responsibility to exceed the County's expectations. This Change Order is being prepared because the incremental time and effort required for implementation of this standard was not estimable at the time of our original Agreement dated March 3, 2016. The estimated fees for the above project have been mutually agreed upon by the County and Rehmann. It is our goal to ensure that the County is never surprised by the price for any Rehmann service, therefore, we have adopted the Change Order Policy. The estimated additional amount above is due and payable upon completion of the project described.

If management agrees with the above project description and the estimated fee amount, please authorize and date below. Retain a copy for the County's records.

Rehmann Lohman LLC

Agreed to and accepted:

Officer signature

Printed Name

Title

Date

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: WAYS & MEANS

FROM: Marissa Milliron, Interim Finance Director

FOR MEETING DATE: March 23, 2016

SUBJECT: Budget Adjustments

SUMMARY OF ITEM TO BE PRESENTED:

Budget adjustments for 2016 are attached.

RECOMMENDATION:

Discussion and approval of budget adjustments presented.

GRAND TRAVERSE COUNTY
BUDGET ADJUSTMENTS
YEAR 2016

101 GENERAL FUND

230 EQUALIZATION/EAST BAY

225 EQUALIZATION

Increase Expenditures

101-230-956.00	Employee Training & Develop.	1,000.00
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Decrease Expenditures

101-225-956.00	Employee Training & Develop.	(1,000.00)
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NOTES: To set up training budget in East Bay Equalization.

677 EMPLOYEE FRINGE BENEFITS FUND

875 WORKERS COMPENSATION PROGRAM

Increase Expenditures

677-875-835.22	Employment Physicals	8,000.00
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677-875-992.00	Contingency	8,000.00
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Decrease Expenditures

677-875-956.04	Safety Education	(16,000.00)
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NOTES: To adjust 2016 budget in employee fringe benefit fund to better reflect actual use (too much budgeted in safety training/education).

872 Health, Optical & Dental Program

Increase Expenditures

677-872-818.00	Contract Services	6,000.00
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Decrease Expenditures

677-872-819.04	Ins. Monthly	(6,000.00)
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NOTES: To cover Agent fees

279 CDBG HOUSING GRANT

000 Non-Departmental

Increase Revenue

279-000-401.00	Fund Bal. Forward	2,500.00
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Increase Expenditures

279-000-818.00	Contract Services	2,500.00
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NOTE: To cover T. Bevier time on CDBG loan activity - contract services.

842 S.A. DRAIN - CASS ROAD**501 CASS ROAD DRAIN**Increase Revenue

842-501-401.00	Fund Bal. Forward	4,500.00
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Increase Expenditures

842-501-808.00	Attorney Fees	4,500.00
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NOTES: To cover attorney fees associated with Cass Road Drain

295 ANIMAL CONTROL**430 ANIMAL CONTROL**Increase Expenditures

295-430-850.00	Telephone	34.00
295-430-805.02	Contractual - Other	22,000.00

Decrease Expenditures

295-430-811.00	Service Contract	(22,034.00)
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NOTES: To reclassify Contractual Other Services from Service Contracts

298 SENIOR CENTER**728 SENIOR CENTER**Increase Expenditures

298-728-818.00	Contract Services	4,800.00
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Decrease Expenditures

298-728-401.00	Senior Center Fund Balance	(4,800.00)
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NOTES: Facility use fee for SCN @ The Rock of Kingsley 50% of total agreement.

287 TNT FORFEITURE FUND**347 TNT**Increase Revenue

287-347-612.00	Restitution	4,307.00
287-347-646.02	Forfeitures	64,067.00
287-347-665.00	Interest Earned	186.00
287-347-686.00	Reimburesements	38,880.00
287-347-699.00	Transfer In	9,193.00

Increase Expenditures

287-347-702.00	Full & PT Reg	21,971.00
287-347-715.00	FICA	500.00
287-347-716.00	Health	500.00
287-347-719.00	WC	500.00
287-347-720.00	UA	500.00
287-347-747.00	Sm. Tools	900.00
287-347-810.01	Dues	333.00
287-347-860.00	Travel	471.00
287-347-861.00	Veh. Rent/Lease	47,970.00
287-347-930.00	Bldg. R&M	1,000.00
287-347-961.00	Forfeit. Exp.	7,910.00
287-347-961.01	Invest. Exp.	1,636.00
287-347-961.02	Alarm. Monit.	300.00
287-347-961.03	Purch. Evid.	10,070.00
287-347-961.04	Informant Paym.	2,000.00
287-347-977.00	Mach & Eq	5,000.00
287-347-727.00	Office Supplies	1,732.00
287-347-850.00	Telephone	8,000.00
287-347-956.00	Training	2,355.00
287-347-940.00	Rent	1,985.00
287-347-961.05	Invest-other	1,000.00
287-347-992.00	Contingency	

NOTES: TNT Forfeiture Fund- Acquired from Missaukee County -
Initial budget for 2015-2016 - less portion used by
Missaukee County.

GRAND TRAVERSE COUNTY HEALTH DEPARTMENT
Budget Adjustment Request
Fiscal Year 2016

222 - HEALTH DEPARTMENT FUND

02/23/16

Adjustment Number 25042

Increase Expenditures:

222- 421- 72700	Office Supplies	\$75.00
222- 421- 72902	Copy machine use	\$50.00
222- 421- 73000	Postage	\$50.00
222- 421- 74300	Other Supplies	\$200.00
222- 421- 81200	MIS Charges	\$2,935.00
222- 421- 85000	Telephone	\$450.00
222- 421- 85001	Telephone - Local & L.D.	\$25.00
222- 421- 94000	Building rent	\$2,000.00

\$5,785.00

Increase Revenues:

222- 421- 68600	Reimbursements	\$5,785.00
		<u>\$5,785.00</u>

Explanation:

To create a budget for housing Health Department Northwest Oral Health Outreach Coordinator at Grand Traverse County Health Department.

Board of Commissioners Committee Agenda Item

COMMITTEE: Ways and Means

FROM: Don Sheehan, County I.T. Director

MEETING DATE: March ²³~~18~~, 2016

SUBJECT: Google Apps Email, Calendar, Docs, Contract Renewal

SUMMARY OF ITEM TO BE PRESENTED:

In 2011 the County replaced an onsite mail server running Lotus Domino/Notes and an onsite antispam server with the cloud based Google Apps platform. Google Apps provides email, calendar, shared documents, spam and virus filtering, along with a separate archive of emails for ediscovery/freedom of information requests. The County shares the Google Apps system with Traverse City and East Bay Township.

Google continually adds new features to the platform without disruption to services.

The County has increased the number of accounts that were originally purchased, but the price per account for the renewal contract is the same price that was paid in 2011. 695 accounts x \$58.94 = \$40,963.30. County and City accounts are charged \$60 per year, while East Bay Township accounts are also charged an administration fee for a total charge of \$91 per year.

Current breakdown of accounts:

Agency	# of Accounts	Annual Cost
Grand Traverse County	538	\$32,280
City of Traverse City	135	\$8,100
East Bay Township	12	\$1,092
Available Accounts	10	

Microsoft offers a comparable cloud base solution called Office 365 for \$96 per year per account which does not include email archiving.

The maintenance period covered is: 07/08/2016 to 01/07/2017. Google is not offering multiyear renewal contracts.

Google works through third party integrators to provide the Google Apps service. The County selected Onix Networking through a bid process in 2011 to assist with email migration and support of the system. Onix has provided excellent support. The price for Google Apps does not change if another integrator is selected.

RECOMMENDATION:

Request approval to renew the Google Apps contract through Onix Networking in the amount of \$40,963.30.



QUOTE

Number ONCQ7945

Date Feb 5, 2016

Don Sheehan
MI - Grand Traverse County
dsheehan@grandtraverse.org
400 Boardman Avenue
Traverse City, MI 49684
USA

Phone: (231) 922-4787

Fax:

LaVia Allen
Onix Networking Corp.
18519 Detroit Road
Lakewood, Ohio 44107

Phone: (216) 529-3058

Fax: 216-529-3020

Valid for 30 days

Account Manager:
Brian Mansell
brian@onixnet.com

Part #	Description	List Price	Unit Price	Qty	Ext. Price
GAPPS-PREM-1USE R-12MO-GOV	2016 Renewal: Google Apps: 12 month license/support term; 1 seat; for Government Only Domain: grandtraverse.org Term Dates: 7/8/2016 - 7/7/2017	\$50.00	\$45.94	695	\$31,928.30
GAPPS-VAULT-1US ER-12MO-GOV	2016 Renewal - Google Apps Vault: 12 month license/support term; 1 seat; for Government Only Domain: grandtraverse.org Term Dates: 7/8/2016 - 7/7/2017 ** Renewal pricing is for this year's 2016 renewal, based off Postini pricing; GAPE-GMD-1YR **	\$50.00	\$13.00	695	\$9,035.00

Let Onix Networking be your single source for all your Google Solutions requirements.

Google Search Appliances Google Apps Google Site Search
Google Earth Enterprise and Pro Google Maps

SubTotal	\$40,963.30
Shipping	\$0.00
Total	\$40,963.30

Our highly trained and certified on-staff Google engineers provide installation and customization services to fulfill the most stringent requirements.

Terms: NET 30

Ship Via: Electronic

Onix Networking Corporation Information

Address Purchase Orders to:
Onix Networking Corp.
18519 Detroit Road
Lakewood, OH 44107
(800) 664-9638
(216) 529-3020 fax

EFT: ABA (routing #) 041200555, Acct # 5746000202
DFAS: WAWF
GSA Finance Electronic Invoicing System


Terms: Net 30 days from receipt of product and/or beginning of maintenance or support

Cage Code:0ZZJ6
D&B Number:80-7896121
Open Market
Federal ID Number:34-1729033
Status:Small Business

www.onixnet.com



Action Request

	Meeting Date: March 24, 2016 Ways and Means Committee Meeting		
	Department: Parks and Recreation		Submitted By: Kristine Erickson
	Contact E-Mail: kerickson@grandtraverse.org		Contact Telephone: x4511
	Agenda Item: Easling Pool under Y management update; request for approval of Rotary Charities Planning Grant application for "Preserving an Asset: The Future of Easling Pool"		
Estimated Time: 15 minutes		Laptop Presentation: Yes	
Type of Request: Grant Agreement		Requested Action: Action <i>Approve Application & Acceptance</i>	
Summary Of Request:			
<p>Requesting time on the agenda for:</p> <p>1. Grand Traverse Bay YMCA CEO Jay Buckmaster and Parks and Recreation Director Kristine Erickson to provide an update about Easling Pool operations, which have been under YMCA management since January 2016. There will be an accompanying PowerPoint presentation. Mr. Menzel asked for the update because commissioners have been requesting it.</p> <p>2. Request board approval of planning grant application for the future of Easling Pool. Grant monies will be used to conduct research and develop a plan for updating and preserving the pool. The pool is in need of mechanical, electrical, physical, and cosmetic updates to keep it viable and the community needs a clear understanding of the opportunities and challenges ahead. This planning effort aims to (1) create a fundraising plan that can be followed by Parks and Recreation and Friends of Easling Pool to raise money for needed capital improvements; (2) survey public pool operations to, during this critical time of budgetary decision-making, provide County officials with perspectives, ideas, and advice about how other communities sustain their public pools and how they may be applied to our County's pool. In November 2015, the Parks and Recreation Commission passed a</p>			
<p>Suggested Motion: <i>Motion in Nov 2016</i></p> <p>Motion to approve Parks and Recreation Department's submission of a grant application to Rotary Charities, with \$6,250 (\$5,000 from Rotary Charities; \$625 from Friends of Easling Pool; \$625 from Parks and Recreation budget) to be used to conduct research and make a sustainable plan for the future of Easling Pool.</p> <p style="text-align: center;">ROTARY GRANT REQUIRES BOARD APPROVAL (THEIR REQUIREMENT)</p>			
Financial Information:			
Total Cost: \$6,250		Budgeted Item <i>YES</i>	Fund: 208-756 Easling Pool
If not included in budget, recommended funding source:			
Local Preference: <input checked="" type="checkbox"/> Yes		Vendor Selection: Exemption	Grant Source: Local
Impacts to Other Departments and/or External Agencies:			
Being awarded this grant will affect the entire community because it will be used to make a sustainable plan for the pool.			
Approved / Reviewed by:		Approved	Reviewed
Administrator	<input type="checkbox"/>	<input type="checkbox"/>	Strategic Plan Impact: <input type="checkbox"/> Goal One <input type="checkbox"/> Goal Two <input type="checkbox"/> Goal Three <input type="checkbox"/> Goal Four <input type="checkbox"/> Goal Five <input type="checkbox"/> Goal Six <input checked="" type="checkbox"/> Goal Seven <input type="checkbox"/> Goal Eight
Finance Director	<input type="checkbox"/>	<input type="checkbox"/>	
Human Resources Director	<input type="checkbox"/>	<input type="checkbox"/>	
Civil Counsel	<input type="checkbox"/>	<input type="checkbox"/>	
Proposed Performance Measures/Indicators:			
A plan for fundraising for needed equipment and a plan for the pool to be a financially sustainable asset will be in place.			
Follow-Up Requirements:			
Report to Rotary Charities once plans are in place; consistent reporting to Parks and Recreation Commission and County Board.			
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Attachment Titles:	
		2016-3-11 FINAL RC Grant Submission ; <i>Nov. 2015 PRC Min. S.</i>	
Signature: <i>Kristine Erickson</i>			



"We will enhance community and quality of life through people, parks and programs."

**Grand Traverse County Parks and Recreation Commission
Thursday, November 19, 2015
Governmental Center, Second-floor Chambers
400 Boardman Avenue, Traverse City, Michigan 49684
6 p.m. Regular Meeting
MINUTES**

A. Call to Order

Meeting was called to order at 6:02 p.m.

B. Roll Call

Commissioners Present: Pete Albers, David Grams, Rodetta Harrand, Alisa Kroupa, Jeri LeRoi, William Mouser, Christine Maxbauer, John Roth

Commissioners Excused: Kevin McElyea, Patrick McIntyre

Others Present: Kristine Erickson, Director, and Ryan Walsh, Office Manager, Grand Traverse County Parks and Recreation; Carol Crawford, County Commissioner; Tom Menzel, County Administrator; Christopher Forsyth, Deputy Civil Counsel, County Prosecuting Attorney's Office; Enda McGonigle, Treasurer, and Enid Hagerty, Chair, Traverse City Breakers Swim Club; Matt Cowall, Friends of Easling Pool; Ken Crawford, Mary Wedzien, Ken Frymire, Traverse City residents.

C. First Public Comment

Matt Cowall expressed his gratitude for the support received for Easling Pool.

D. Additions to Agenda

Commissioner Kroupa requested to remove Item 2. Unison Cell Tower Proposal from under Special Orders of Business/Presentations, and replace it with Item 1. Breakers' Spring 2015 Bill for Easling Pool Use from New Business. Also added Under Special Orders of Business/Presentations was YMCA Contract as Item 2. under New Business.

MOTION by Kroupa, second by Grams, to approve the agenda with the changes presented. Motion carried.

E. Special Orders of Business/Presentations

1. Introduction: County Administrator Tom Menzel

Menzel introduced himself to the Parks and Recreation Commission, expressed thanks to the board for its hard work. Menzel stated he wants to create a healthy work environment and create plans for growth. He expressed willingness to assist with transition of Easling Pool operations from the County to the YMCA.

2. Breakers' Spring 2015 Bill for Easling Pool Use

Director provided brief history of the Traverse City Breakers Swim Club and its relationship with County Parks and Recreation.

Enda McGonigle, treasurer of the Breakers' Board, spoke regarding an invoice from County Parks and Recreation, and the current financial standing of the Breakers Swim Club. He stated the swim club is unable to pay the amount due of \$16,104, and would like half of the debt forgiven, or an alternative solution.

Enid Hagerty, president of the Breakers' Board, expressed frustration with receiving invoices in a timely manner and stated that, as a result, the invoice of concern was overlooked and not planned for by the swim club.

Christopher Forsyth, County Deputy Civil Counsel, stated there is a binding agreement. He stated that arrangements could be made for payment, and failure to do so could lead to legal action.

MOTION by Kroupa, second by Maxbauer, to direct Director to work with Breakers' representatives and the Prosecuting Attorney's Office to negotiate and come up with an agreement to pay the bill in full.

Roll Call Vote

Yeas: Albers, Grams, Harrand, Kroupa, LeRoi, Mouser, Maxbauer, Roth (8)

Nays: 0

Motion carried, 8 to 0.

F. Action on Consent Calendar

Receive and File

1. Parks and Recreation Budget Report
2. Parks and Recreation Commission Minutes of October 15, 2015 Regular Meeting
3. Business Development Team: Civic Center Minutes of September 16, 2015
4. Grand Traverse Conservation District Monthly Report
5. Memo to Grand Traverse County Ways and Means Committee Regarding Easling Pool Operations
6. Second Frymire Letter Regarding Civic Center Dog Park
7. Munch Letter Regarding Easling Pool
8. Send Letters Regarding Easling Pool
9. Shultz Letter Regarding Easling Pool

G. Items Removed from Consent Calendar

No items were removed from the Consent Calendar.

MOTION by Harrand, second by Albers, to receive and file the Consent Calendar. Motion carried.

H. Department Report (Verbal Updates by Director, Staff, and Commissioners)

1. Parks and Projects Update

Walsh reported that there were two recent acts of vandalism at the Civic Center. There was approximately \$400 dollars of damage done the multi-purpose field and from \$400 to \$600 of damage to the amphitheater.

Walsh reported that the skate park is still actively used after school hours.

Director reported that the YMCA is expected to assume Easling Pool operations on or around January 1, 2016. She reported there were 45 refunds issued for swim lessons, and a small percentage of refunds being calculated manually, due to an error with the Active Network reservation software. She reported that partial payment has been made toward reimbursement for recent arbitration decision.

Director reported two potential groups will hunt on Power Island under the DNR's Deer Management program. Deer harvested will be processed and donated.

Walsh reported on potential programming plans for Medalie Park, using its access to Boardman Lake there. Commissioner Kroupa recommended meeting with Mike Sutherland.

Director reported that the Boardman River Trail, Part III, was cleared.

Director stated that reservations continue to be made at Twin Lakes Park for 2016, and that Walsh is leading the rangers with maintenance and daily operations at the park. She also reported meeting with Twin Lakes Park neighbor Chazz McCall to address concerns regarding Twin Lakes Park this past year.

Director reported that the Michigan Recreation and Park Association has been rebranded as mParks, and will host its 2016 conference at the Grand Traverse Resort.

I. Old Business

1. Easling Pool Operations and YMCA Negotiations

Because the YMCA will use the Civic Center Meeting Room as a workout room once it assumes pool operations, the Director is contacting all parties with reservations for the meeting room and requesting to amend their agreements. Some agreements will be more challenging to amend because meeting room reservations are part of larger functions.

2. Rotary Planning Grant

Director requested approval to apply for a planning grant to be used to plan the purchase of new mechanical equipment for Easling Pool.

MOTION by Maxbauer, second by Grams, to authorize Director to apply for the Rotary Charities Grant on behalf of the Parks and Recreation Commission.

Roll Call Vote

Yeas: Albers, Grams, Harrand, Kroupa, LeRoi, Mouser, Maxbauer, Roth (8)

Nays: 0

Motion carried, 8 to 0.

3. Parks and Recreation Proposed 2016 Budget

Director reviewed proposed 2016 budget with the commission.

MOTION by Grams, second by Kroupa, to support the 2016 budget.

Roll Call Vote

Yeas: Albers, Grams, Harrand, Kroupa, LeRoi, Mouser, Maxbauer, Roth (8)

Nays: 0

Motion carried, 8 to 0.

Walsh suggested revising the fee structure for reservations at Twin Lakes by County departments to cover the cost of staffing and contract services for each reservation.

Commissioners recommended charging \$200 for 4 hours' use of Gilbert Lodge at Twin Lakes, and \$400 for 8 hours' use of Gilbert Lodge by County departments. County departments would pay \$100 dollars for 4 hours' use, and \$150 for 8 hours' use of Dormitory Meeting Room. Both facilities will be available for use by County departments, Monday through Thursday, by reservation only.

MOTION by Kroupa, Second by Albers, to approve the Twin Lakes reservation fees as suggested.

Roll Call Vote

Yeas: Albers, Grams, Harrand, Kroupa, LeRoi, Mouser, Maxbauer, Roth (8)

Nays: 0

Motion carried, 8 to 0.

J. New Business

1. City's Interest in Civic Center

Commissioner Maxbauer stated that with a YMCA agreement in place for management of Easling Pool, there was no reason to discuss the city's Interest in the Civic Center.

2. YMCA Contract

Commissioner Kroupa verified that the Parks and Recreation Commission does have the authority to enter into contract with the YMCA.

MOTION by Kroupa, second by Grams, to authorize the President to sign the agreement with the YMCA, after review by the Director and legal counsel. Motion carried.

Commissioner Kroupa discussed her interest in having a letter written on behalf of the Parks and Recreation Commission asking for assistance from the city for the cost of the YMCA management fee.

MOTION by Kroupa, second by LeRoi, to direct the Director to draft a letter to the City, asking for a one-time contribution to assist with covering the management fee to be paid by the Parks and Recreation Department to the YMCA. Motion carried.

K. Second Public Comment

Ken Frymire, Traverse City, stated he observed a lack of care for Civic Center Park. He expressed gratitude for the commission's support of Easling Pool.

L. Notices and Commissioner Comments

Commissioner Harrand stated that many members of the community owe Commissioner Maxbauer an apology for saying that she was not in favor of Easling Pool.

Commissioner Kroupa reported that Garfield Township was awarded the MDNR Trust Fund Grant for its Boardman River property.

M. Adjournment

Meeting adjourned at 8:35 p.m.

Rotary Charities of Traverse City - Planning Grant Application Report

APPLICANT INFORMATION

Name: GT County Parks and Recreation

Federal Employer ID Number: 38-6004852

Year Founded: 1851

Current Operating Budget: \$494056

Amount of Previous Support from Rotary Charities: \$5000

Contact Person: Kristine Erickson

Contact Title: Director, Parks-Rec

Telephone: 231-922-4511

Address: 1213 W. Civic Center Drive

Address, cont:

City: Traverse City

State: MI

Zip: 49686

Fax:

Email: kerickson@grandtraverse.org

WWW: www.grandtraverse.org/parks

Name of Project: Preserving an Asset: The Future of Easling Pool

Project Start Date: 4/1/2016

Project End Date: 6/30/2016

Amount Requested: \$5000

Total Project Cost: \$6250

Service Area:

Antrim ☒

Benzie ☒

Grand ☒
Traverse

Kalkaska ☒

Leelanau ☒

Provide a brief history of your organization. What are your mission and goals? (150 words)

The nearly 40-year-old Grand Traverse County Parks and Recreation Department, overseen by the 10-member County Parks and Recreation Commission, stewards nine unique county parks. Parks' mission is to "enhance community and quality of life through people, parks, and programs," with the vision of contributing to our overall health, wellness, fitness, and well-being.

Funded by the Paul Easling Memorial Fund, Easling Pool opened in 1970 to serve county residents. Three years later, it reverted to county ownership because the Memorial Fund was depleted. For nearly 45 years, the only public indoor pool in a five-county area has served needs of county residents and beyond, teaching generations how to swim and be safe around water, and providing much-needed exercise and recreational opportunities, especially during nine months of the year when outdoor swimming is impossible. Today, nearly 7,000 county residents use Easling Pool annually.

APPLICANT INFORMATION (cont.)

Describe the community needs/problems your organization addresses, how the needs were determined, and a description of target populations. (250 words)

There is a need to offer swimming lessons, water safety education and aquatic fitness to all residents of Grand Traverse County. In a county of 601 square miles, 137 square miles is surface water, including approximately 60 miles of shoreline along Lake Michigan (U.S. Census). Being safe and capable in and around water is a basic life skill in our county.

Easling Pool is an aging facility. Parks Department staff and Friends of Easling Pool, a local nonprofit corporation, have worked closely with pool subject-matter experts to determine the capital needs of the pool. Needs include a new pool liner and repiping of the mechanical room to include an ultraviolet sanitization system. Although determined to be in excellent working condition, an aging air handler eventually will also need to be replaced. Should Easling Pool cease operations, the YMCA has noted that its recently-constructed pool on Silver Lake Road cannot accommodate the combined users of both facilities.

Historically there have been more than 20 distinct user groups at Easling Pool, including TCAPS, TBAISD, Special Olympics, and the High School Girls Swim Team, to name a few. In 2014 and 2015, individuals in just these user groups totaled 7.7 percent of Grand Traverse County's population. In addition to these user groups, other target populations include lap swimmers, families, and children and adults who wish to learn how to swim and learn safety in and around the water. Without Easling Pool, the capacity to adequately serve our community is simply not there.

Describe your current programs, activities and accomplishments. (150 words)

The majority of drownings in the Great Lakes occur in Lake Michigan. There were three drownings involving high-school aged teens in North Twin Lake at Twin Lakes Park (a county park near T.C. West High School) within four years. In the wake of these drownings, the Freshmen Water Safety Training Program was developed and implemented by the Parks Department. There has not been a drowning at Twin Lakes since the most recent occurrence in 2013, and over 1,000 high-school freshmen have been trained in water safety.

Parks and Recreation has offered swim lessons and water safety education to individuals of all ages and, as referenced above, to countless numbers of school groups within our community, exercise programs for the elderly, and individuals with multiple sclerosis. The pool also has hosted two youth triathlons, the High School Swim Team, the Breakers Swim Club, and swim meets.

Rotary Charities of Traverse City - Planning Grant Application Report

APPLICANT INFORMATION (cont.)

Provide a description of your organization: the board, staff and volunteer structure, and qualifications of key leaders. How has your board demonstrated commitment to the project? (250 words)

The Parks and Recreation Commission, appointed by the County Board, is tasked with setting departmental strategies, approving policies, and representing citizens. The Parks and Recreation Director, under the supervision of the Grand Traverse County Administrator, oversees the Parks and Recreation Department and the Senior Center Network. The Director also acts as the "staff executive" in support of the Parks and Recreation Commission.

Until 2015, there only was one community pool, managed by Parks and Recreation, located at the county's Civic Center. For financial reasons, in October 2015, Easling Pool closed for the first time in 40 years. Upon recommendation of the Parks and Recreation Commission, County Commissioners approved reopening the pool under Grand Traverse Bay YMCA management. In 2016, the pool was reopened under Y management, and a Y-operated fitness facility also was established at the Civic Center, creating the "Central Y." The County Board also approved submission of a grant request to the Grand Traverse Band of Ottawa and Chippewa Indians for electrical upgrades to accommodate the new fitness center, and in February 2016, the grant was awarded to Parks and Recreation. The County Commission has committed to keep the pool open under Y management until January 2017, and will consider continuing to do so during budget season, which starts August 2016. The Parks and Recreation Commission approved this planning grant request to Rotary to help develop a sustainable future for Easling Pool and inform the discussions to come.

PROJECT INFORMATION

If you are submitting an application for planning grant for a capital project, select the grant request type (Check all that apply)

Facility ☐
Assessment

Fundraising Feasibility ☒

Project Feasibility ☒

If you are submitting an application for planning grant for a programmatic need, select the grant request type (Check all that apply)

Program ☐
Design/Development

Evaluation ☐

Market Research ☐

If none of the above accurately describe your request, please enter a short description:

Rotary Charities of Traverse City - Planning Grant Application Report

PROJECT INFORMATION (cont.)

What are you proposing? (200 words)

We request this Planning Grant to research and develop a plan for updating and preserving a community asset -- Easling Pool at the Civic Center, the only public pool in our area. The pool will be in need of mechanical, electrical, physical, and cosmetic updates to keep it viable, and the community needs a clear understanding of the opportunities and challenges ahead. This planning effort aims to accomplish two critical objectives:

- 1.) The development of a professional fundraising study/plan that can be followed by Parks and Recreation and Friends of Easling Pool to raise money for needed capital improvements at Easling Pool; and
- 2.) A study of public pool financing in the State of Michigan to give County officials perspective, ideas and advice on how other communities sustain their public pools, and how those ideas may be applied to our own Easling Pool.

It is the goal of Parks and Recreation to plan for the future of Easling Pool to maintain the facility as a community asset for years to come. It is a critical time for this effort in the face of ongoing budget restrictions at the County.

PURPOSE OF GRANT

Why have you decided to undergo a planning process at this time? (100 words)

Now that the YMCA is operating Easling Pool, the Parks Department can focus on efforts to promote and fund capital needs of the pool that have been necessary but unbudgeted for many years. The inclusion of Friend of Easling Pool creates a sturdy "three-legged stool" of ownership, management and grassroots community support. With these resources and support in place, it is the perfect time to undergo a planning process for the future of the pool. As noted above, it is also a critical time for decision-making regarding this irreplaceable community asset. This planning effort will help chart a sustainable future.

PURPOSE OF GRANT (cont.)

What do you want to accomplish as a result of this process? (150 words)

The desired outcome of the process is a plan for prioritizing and funding updates and maintenance of Easling Pool - a plan that will eliminate the annually raised question about whether the pool should remain open. It is well understood that a community pool positively impacts our community's health, well-being, and safety in and around the water. We envision conducting a thorough assessment of necessary updates for the facility, identifying and prioritizing sources of financial support for the pool (e.g., grants, millage, fundraising, etc.), and an informational study of similar pool operations in Michigan. Once assessments have been completed, the data will be compiled into a meaningful report for the community in support of a plan to sustain Easling Pool as a critical community asset and educational facility. Each leg of the "three-legged stool" understands its role, and can work from the resulting plan to achieve the desired results.

How will the information be used to enhance your organization's effectiveness? (150 words)

The information will be used to put Easling Pool on a positive trajectory by providing a sound plan of action. The information will also help the project partners coordinate their efforts and work together in the most efficient and effective manner possible. Additionally, this work will help County staff and elected officials make informed decisions on the pool and its future, including timelines for implementation, funding options, and positive ways forward that benefit both the community and the County's bottom line.

Rotary Charities of Traverse City - Planning Grant Application Report

FUNDING

What is the source of the required matching funds? Have the funds been committed? (100 words)

The total match is \$1,250 (25 percent). The Friends of Easling Pool, a citizen group registered as a Michigan nonprofit corporation that will assist with raising funds once pool improvements are prioritized, has committed matching funds of \$625. The Parks and Recreation Commission, during its September 17, 2015 regular meeting, voted to provide the other \$625. Project funds are dedicated to professional consulting services. In-kind effort will be provided throughout the due course of the project through the participation of the project partners.

REQUIRED DOCUMENTATION

Project Budget: GTCocapitalandProgramPlannin.pdf

Budget Narrative: GTCocapitalandProgramPlanni1.pdf

List of Board of Directors and affiliations (for governmental entity, include elected officials):

2016GTCParksandRecreationBud.pdf

Current Annual Operating Budget:

20151119APPROVEDMINUTESPRCre.pdf

Minutes of the board meeting authorizing this grant proposal (Note: applications from units of government, governmental departments and organizations, and schools must be approved by the elected body that is ultimately responsible for the grant funds and implementation.)

2016PRCandSubcommitteeMember.pdf

Most recent independent audited financial statement:

2014ComprehensiveAnnualFinan.pdf



Memorandum

Grand Traverse County
County Administration
400 Boardman Avenue
Traverse City, Michigan 49684
(231) 922-4780 Fax (231) 922-4636

TO: Board of Commissioners

FROM: Tom Menzel, Administrator
Jennifer DeHaan, Deputy Administrator

DATE: March 18, 2016

SUBJECT: Sheriff's Department Vehicle Purchase

REQUESTED MOTION

The Board of Commissioners approve the purchase of 7 vehicles for the Sheriff's Department at a cost not-to-exceed \$168,500.

FUNDING IMPACT

None. Funding was included in the FY 2016 budget.

BACKGROUND

At the March 2, 2016, the Sheriff's Department and County Administration requested removal of an item which was on the Public Safety and Health Committee Agenda to purchase vehicles for the Sheriff's Department. The request to remove the agenda item was due to the potential impact of the County's Purchasing Policy which provided that the County would pay up to an additional 5% above the lowest bid price if the vendor was a local vendor. This policy would have cost the County and additional \$10,260 more than the lowest bidder.

Since that time, staff has reviewed the Purchasing Policy and has recommended a number of changes, including a change related to the Local Preference Policy. The policy, as presented to you this evening, provides that, if a local vendor comes within 5% of the lowest bid price, they may be offered an opportunity to meet the lowest-bid and be awarded the contract. By adopting this language, the Board will continue to provide local vendors with an opportunity to remain competitive and be offered the County's business. At the same time, the County will pay the best rate/cost as is intended by the Board policy related to bidding for services/items.

In addition, staff from County Administration and the Sheriff's Department have discussed the purchase of the Sheriff's Department vehicles and is jointly recommending that Sheriff's Department purchase 7 vehicles. This is less than the original request but comes in light of the County's financial need to reduce overall costs.

The Sheriff's Department is also willing to fund a portion of the vehicle costs from salary savings (approximately \$72,210), which has been unspent due to vacancies at the Sheriff's Department. The remaining funds (\$96,290) will be transferred from the CIP to the Sheriff's Department Vehicle purchase line-item in order to track costs associated with the Sheriff's Department.



Memorandum

Grand Traverse County
County Administration
400 Boardman Avenue
Traverse City, Michigan 49684
(231) 922-4780 Fax (231) 922-4636

TO: Board of Commissioners

FROM: Tom Menzel, Administrator
Jennifer DeHaan, Deputy Administrator

DATE: March 14, 2016

SUBJECT: Employee Purchase of Years of Service

The County has historically provided employees with an opportunity to participate in the County's Defined Benefit Pension Plan. Due to the significant financial obligations of the Defined Benefit Program, the program is no longer offered to new hires and there are 88 active employees that remain in this benefit program.

The financial obligations associated with the Defined Benefit program and Retiree Healthcare benefits are significant and all efforts are being made to reduce those obligations and work to ensure that the County will be financially stable. In the County's most recent actuarial report and projected through 2016, the County's unfunded accrued liability for Pension Obligations and OPEB amounts to \$58.9 million. Grand Traverse County is the lowest funded county in the State of Michigan that has offered the Defined Benefit Program. Collectively the County is estimated to have financial obligations which exceed \$53 million.

Due to the significant financial liabilities of the Defined Benefit Plan and OPEB, it is prudent that the County ensure that decisions related to the financial health and stability of the organization are maintained.

As it relates to the County's Defined Benefit Plan, the County periodically receives requests from employees to purchase "years-of-service" which can then be applied to the County's Defined Benefit Pension Program. In the past, the Board has considered these requests on a case-by-case basis at a regularly scheduled Board meeting.

Recently, County Administration received a request from an employee to purchase "years-of-service" and rather than bring each individual request to the Board for consideration, County Administration is recommending that the Board adopt a Resolution to clearly state, that going forward the Board will not allow employees to purchase any additional years-of-service because it will increase the county's liability.

Given the continued need to reduce the County's unfunded pension liabilities and retiree healthcare obligations, it is incumbent that the Board clearly state its position and not allow the County's financial situation to be made worse by extending additional benefits to employees which in-turn result in long-term costs to the County.

Attached is a recommended Resolution for your approval.

RESOLUTION

WHEREAS, as a part of the County's Employee Benefits and Compensation System, the County has historically provided employees with an opportunity to participate in the County's Defined Benefit Pension Plan; and

WHEREAS, the County has closed the Defined Benefit Plan to new employees; and

WHEREAS, there are approximately 88 current employees that are enrolled in the Defined Benefit Plan; and

WHEREAS, based upon the County's most recent annual actuarial report and projections through 2016, the County's unfunded accrued liability for Pension Obligations and OPEB amounts to \$58.9 million; and

WHEREAS, due to the significant financial liabilities of the Defined Benefit and OPEB, it is prudent that the County ensure that decisions related to the financial health and stability of the organization are maintained; and

WHEREAS, the Michigan Employee Retirement System (MERS) permits employees to purchase years of service with approval of the local unit of government; and

WHEREAS, the County periodically receives requests from employees to purchase years-of-service through the MERS Defined Benefit Plan; and

WHEREAS, in the past, the County Board has considered requests of employees to purchase years-of-service on a case-by-case basis; and

WHEREAS, the County's Pension and OPEB liabilities are so significant that the County is undertaking significant financial and organizational realignments to become more fiscally sustainable; and

WHEREAS, it would not be financially responsible to incur additional costs to the County as a result of employees purchasing years-of-service as permitted by the MERS Defined Benefit Plan.

NOW THEREFORE IT BE RESOLVED, that the Board of Commissioners will not consider requests from employees to purchase years-of-service because it will increase the County's liability.

APPLICATION FOR ADDITIONAL CREDITED SERVICE
Cost Estimate, Member Certification and Governing Body Resolution

MEMBER

Name: Paul A. Scott
 SSN: XXX-XX-2973
 DOB: 11/17/1969
 Age: 46 years, 3 months
 Spouse's DOB: 10/23/1968

EMPLOYER

Name: Grand Traverse Co
 Number/Div: 2803 / 23

CALCULATION DATE - 3/1/2016
 (Estimate Not Valid After 2 Months)

BENEFIT PROGRAMS

2.8% Multiplier (80% max)
 Benefit F50 (With 25 Years of Service)
 Benefit FAC-5 (5 Year Final Average Compensation)
 10 Year Vesting
 E2 2.5% COLA for future retirees (12/01/1993)

ESTIMATED FAC ON CALCULATION DATE: \$70,019.21

CREDITED SERVICE

Member's Service Credit as of Calculation Date:

19 years, 11 months

Type of Credited Service to be Granted:

Military (Plan Section 6(4))

Amount of Credited Service to be Granted:

1 year, 6 months

Total Estimated Actuarial Cost of Additional Credited Service:

\$40,659.00 [Payment Options on Reverse]

BENEFIT CALCULATION ASSUMPTIONS

1. It is assumed that the Member will continue working until the earliest date for unreduced retirement benefits. If the Member terminates prior to becoming eligible for unreduced benefits, the Employer understands and accepts that the actuarial cost will be different from the actuarial cost shown above.
2. The Member's Final Average Compensation (FAC) is projected to increase 4.5% annually from the date of purchase to the date of retirement.
3. The Plan's Investment Return is projected to be 7% annually.

NOTE: Special Information regarding the calculation of the cost of this Service Credit Purchase is on page 2 of this report.

THE ADDITIONAL CREDITED SERVICE IS PROJECTED TO RESULT IN THE FOLLOWING CHANGES:

	Retirement Date	Age	Service Through	Total Service	FAC	Annual Benefit
Before Purchase	4/1/2021	51 yrs., 4 mths.	3/31/2021	25 yrs., 0 mths.	\$87,577.32	\$61,304.16
After Purchase	12/1/2019	50 yrs., 0 mths.	11/30/2019	25 yrs., 2 mths.	\$82,585.40	\$58,195.32

Note: MERS is not responsible for any Member or Employer supplied information, or any losses which may result if actual experience differs from actuarial assumptions. The Member and Employer are responsible for reviewing the information contained herein for accuracy, and assuming the risk that actual experience results in liability different than that estimated.

MEMBER CERTIFICATION

I certify that the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify that the service has not and will not be recognized for the purpose of obtaining or increasing a pension under another defined benefit retirement plan.


 Signature of Member

2-11-16
 Date

APPLICATION FOR ADDITIONAL CREDITED SERVICE
Member Certification and Governing Body Resolution

GOVERNING BODY RESOLUTION

As provided by the MERS Plan Document, and in accordance with the Employer's policy there under, the additional credited service described above is hereby granted this Member by Resolution of the Governing Body of Grand Traverse Co. at its meeting on _____. The Employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actual experience will affect the true cost of the additional service. For example, changes in benefit programs through adoption or transfer of the affected employee to a division with "better" benefits; increases in wages other than 4.5% per year; and changes to the anticipated date of termination, will affect the actual cost of the additional service (increase or decrease). Thus, actual future events and experience may result in changes different than those assumed, and liability different than that estimated. The Employer understands and agrees that it is accountable for any difference between estimated and actual costs.

 Signature of Authorized Official from Grand Traverse
 Co

 Date

MERS Use Only

Payment Received:	Member Payment:
Service Credited:	ER Payment:
Signed:	

PAYMENT OPTIONS

The Member's share of the cost may be any amount from zero up to the total estimated actuarial cost, and is due at the time of purchase. The Employer's share is the balance of the total estimated actuarial cost not paid by the Member, and must be paid in a lump sum at the time of purchase.

STEPS FOR PROCESSING APPLICATION FOR ADDITIONAL SERVICE CREDIT

1. The cost estimate (Application for Additional Service Credit) is valid for **2 months from the calculation date.**
2. If you are paying for the additional service by a rollover distribution from another pension plan (or traditional IRA), you must follow these steps:
 - Contact the other plan administrator (or trustee) to determine their rules for a distribution of your funds.
 - Complete the form "Certification of Qualified Rollover to MERS". After plan administrator signs form, return the completed original to MERS.
 - Send signed, approved Application for Additional Service Credit to MERS prior to sending any payment.
 - MERS' Finance Department will provide wiring instructions, if needed.
3. If you have any questions, please call MERS Employee and Retiree Services at 800-767-2308, or go to www.mersofmich.com. MERS is a tax-qualified plan under section 401(a) of the Internal Revenue Code, pursuant to IRS Letter of Favorable Determination dated June 15, 2005.

SPECIAL CONDITIONS APPLICABLE TO THIS CALCULATION

If you will be rolling-over funds from a qualified plan to complete this purchase, additional forms are required. Please visit www.mersofmich.com, click on "forms" to download a copy of form #38, "Certification of Qualified Fund Rollover to MERS" (General) with Instructions.

DEFINITION OF TERMS

MEMBER DATA -- Your name, Social Security number, date of birth, age on calculation date, and spouse's date of birth.

CALCULATION DATE -- The calculation becomes invalid 2 months after this date. If your purchase is not completed in that time frame, the amount due must be recalculated.

EMPLOYER -- The name of your employer and the division you are a member of. Benefits are specific to your employer and/or division.

BENEFIT PROGRAMS -- This section identifies the benefits in effect for your employee group:

1. Multiplier (B-1, B-2, etc.)
2. Benefit maximum (80% of FAC for 2.25% multipliers and higher).
3. Number of years in FAC calculation (3 or 5)
4. Vesting requirement (6, 8, or 10 years)
5. Early retirement eligibility (F50, F55, F(N))
6. Cost of living allowance (E-2).

ESTIMATED FAC ON CALCULATION DATE -- This is the average of your highest consecutive 3 or 5 years of earnings with this employer. FAC is projected from the last month wages were reported to the calculation date.

CREDITED SERVICE -- This is your MERS service credit as of calculation date. It includes some or all of the following types of service:

1. Prior Service: Service credited before becoming member of MERS.
2. Membership Service: Service accrued after becoming member of MERS
3. Purchased Service: Previously executed service purchases (generic, other governmental, military).
4. Projected Service: Additional years/months of employment projected to date of calculation.

COST OF PURCHASING ADDITIONAL CREDITED SERVICE -- The cost of the service purchase is provided in the Credited Service section under "Total Estimated Actuarial Cost of Additional Credited Service."

The total actuarial cost is the estimated total liability as of the calculation date for crediting the additional service to your retirement account. In addition to actuarial assumptions adopted by the Retirement Board, factors that impact the calculation of cost are member data, service credit, final average compensation, benefits, and eligible retirement date. Contact MERS if you believe any of these factors are incorrect.

BENEFIT CALCULATION ASSUMPTIONS -- The benefit calculation is based on these assumptions. The assumptions are mandated by the MERS Retirement Board, cannot be modified, and apply to all service credit purchase calculations.

THE ADDITIONAL CREDIT SERVICE IS PROJECTED TO RESULT IN THE FOLLOWING CHANGES -- This section displays your earliest projected retirement date and benefit amount both before and after the purchase. For purposes of the cost estimate, MERS can not input a retirement date later than the date you are first eligible to retire.

MEMBER CERTIFICATION -- You must sign and date this section in order to complete the purchase

GOVERNING BODY RESOLUTION -- An authorized official of your employer must sign and date this section and certify to MERS the date that the governing body passed a resolution approving your purchase of additional service.

PAYMENT OPTIONS -- This section explains the payment options available.



Memorandum

Grand Traverse County
County Administration
400 Boardman Avenue
Traverse City, Michigan 49684
(231) 922-4780 Fax (231) 922-4636

TO: Board of Commissioners

FROM: Tom Menzel, Administrator
Jennifer DeHaan, Deputy Administrator

DATE: March 17, 2016

SUBJECT: Policy Updates: Purchasing, Travel, and Procurement Card

REQUESTED MOTION

The Board of Commissioners approve the updated and revised policies for Purchasing, Procurement Cards, and Travel and direct the County administrator to establish the appropriate procedures for the effective implementation of the policies.

FUNDING IMPACT

None. No additional funding is necessary. There is however potential savings and streamlining of County operations by clearly stating Board policies and enabling the County Administrator to establish the necessary procedures to implement the policy.

BACKGROUND

At the request of the Board, staff has undertaken a review of the existing Purchasing, Procurement Card, and the Travel policies.

To help streamline the process, clearly state the Board Policy, and to provide clarification for staff, we have revised the existing policies to narrow down the policy statements and designate the County Administrator as responsible to implement these policies through the creation of procedures. By doing this, the County Administrator is able to develop the necessary procedures to reflect the day-to-day operational processes necessary to ensure compliance with the Policy.

In addition to the formatting changes, staff sought to clarify and address the following issues:

1. Clarify Ineligible Expenses - Purchasing Policy
2. Clarify that the County will not pay sales tax - Purchasing Policy
3. Update the approval process based upon prior Board action- Purchasing Policy
4. Clarify who has authority to make purchases which will change facility- Purchasing policy
5. Clarify online purchase requirements - Purchasing Policy
6. Allow local bidders within 5% of the lowest-bid to meet the low-bid price – Purchasing Policy
7. Place additional limits on cards – Procurement Card Policy
8. Clarify who is authorized to use - Procurement Card Policy
9. Require monthly reconciliation process - Procurement card policy

10. Require all fuel purchases be made with Fuel Cards not Procurement Cards – Procurement Card Policy
11. Purchase of Travel Insurance not an eligible expenditure – Travel Policy

Overall, by addressing the above stated issues in the attached policies, and by authorizing the County Administrator to effectuate the necessary procedures, the Board policies can be clearly stated and the County Administrator can establish the necessary procedures to oversee day-to-day operations.

The revised policies have been reviewed for comments and input by staff from Finance, Health Department, Planning, and County Administration.

Grand Traverse County Purchasing Policy

- I. **Policy Statement:** This Policy is established by the County Board of Commissioners to establish standards for the purchase of goods and services with Public Funds such that the County is able to maximize the value of the public tax-dollar while preserving and enhancing public trust. The use of public funds *must* comply with all applicable laws and regulations of Grand Traverse County and the State.

The Policy applies to the use of all Public Funds for all boards, departments, and agencies for which the County Board is responsible for the appropriation of funds, irrespective of the source of funds.

- II. **Statutory Authority:** The Board of Commissioners may establish rules and regulations to manage the interest and business of the County under Public Act 156 of 1851 [MCLA 46.11(M)]. The County Administrator, is responsible for the purchase of all books, stationery, materials and supplies required by the County, or its officers and agents, except where the Board of Commissioners directly enters into a contract of purchase, and provides for payment in a resolution authorizing such contract of purchase.

- III. **Related Procedures:** Procedures for Purchasing, Procedures for Procurement Card Use

- IV. **Historical Application:** Fully Rescinds and Replaces Grand Traverse County Procurement Policy: #202.100 Purchasing

- V. **Exclusions: The following exclusions apply:**

- A. The general terms of a contract or agreement between the County, other governmental entities, or non-profit organizations are not subject to these policy requirements for purchases that are considered routine.
- B. Purchases completed through the utilization of a joint purchasing program, established by the State or another local unit of government which operates a cooperative purchasing program. For example, MIDEAL.
- C. In the event of an Emergency, the County Administrator is statutorily enabled to authorize and effectuate the necessary purchases, which must then be ratified by the Board.
- D. Professional services (legal, consulting, architectural/engineering, design services, etc), may be excluded from the bidding process in instances in which the comparison of pricing would not adequately reflect a comparison of the quality of the service that is being provided.

- VI. **Implementation Authority:**

- A. The County Board authorizes the County Administrator or designee to effectuate the creation of any procedures necessary to implement the Policy.

- VII. **Policy Standards:** The following standards shall apply to all purchases.

- A. **The County Board appoints the County Administrator or designee as the Purchasing Director for the County.**

- B. Purchasing of all supplies and equipment will be completed with the intent and outcome to ensure best price and best value for the County.**
- C. The County is a tax-exempt entity and shall not pay sales tax.**
- i. Grand Traverse County, as a Michigan Municipal Corporation, is exempt from sales tax as provided in Act 167 of Public Acts of 1933. MCL 205.54(7); MSA 7.525(4)(7), and the Michigan Sales and Use Tax Rule, 1979 MAC Rule 205.79, provide that sales to the United States government, the State of Michigan, and their political subdivisions, departments and institutions are not taxable when ordered on a Purchase Order and paid for by warrant on government funds. In the alternative, the government may claim exemption at the time of purchase by providing the seller with a signed statement to the effect that the purchaser is a governmental entity. This position was affirmed by the Michigan Department of Treasury through its Revenue Administrative Bulletin 1990-32, approved on October 11, 1990. The County's tax exempt certificate is available online: www.grandtraverse.org/documentcetner/home/view/566
- D. Failure to Follow Policy:** The County shall not be responsible for the costs of goods and services ordered or purchased by any County official or employee that are not obtained in accordance with this policy. Contracts negotiated outside of this policy will be considered invalid and non-binding.
- E. Conflict of Interest:** All employees and officials shall comply with the proscriptions on conduct contained in MCL 15.322, Public Officers and Employers, contracts of Public Servants with Public Entities.
- F. Sole Source:** A sole source provider may be utilized when there is only one qualified/available vendor for the required goods or services. All Sole Source purchases must be approved by the County Administrator.
- G. Eligible Expenses:** The County will pay for eligible items and services which are necessary to conduct County business.
- H. Ineligible Expenses:** Items which are considered **not-necessary and will not be paid by the County include:**
- i. Subscriptions to non-professional organizations or media, except in instances deemed necessary by the County Administrator to perform the functions of a position or service.
- ii. Reimbursement or payment for delivery charges and tipping (combined) exceeding 20% of the total cost of the service.
- iii. The purchase of food and refreshments first must be for a public, not an individual department or private group or purpose. Refreshments for employees use during normal working hours is considered personal, not for a public purpose, and improper unless specifically provided for in a collective bargaining agreement.
- Examples: Staff only meals/food purchases/alcohol purchases
 - Staff only refreshments, with the exception of Employee Recognition Programs which acknowledge significant service events such as retirements or annual employee wellness activities which promote employee morale and are intended to encourage healthy behaviors.
- iv. Purchase of clothing, accessories, or other uniform equipment which is not a benefit provided for in a collective bargaining agreement or that is an essential uniform for management personnel and for which funding is available in the annual budget.

- v. All expenses which will modify existing County-owned facilities must be approved by Facilities Management in coordination with the County Administrator.
- I. **Documentation:** Each purchase made, no matter the amount, must have adequate documentation to describe the purchase as stated in the Purchasing Procedures. Purchases made where adequate documentation does not exist will not be paid by the County.
- J. **Local Vendors:** Purchases from Grand Traverse County vendors will be encouraged whenever possible.
 - i. Grand Traverse County vendors shall be given the opportunity to meet the lowest bid price when their bid is within 5% of the lowest bid and meets all specifications of the bid requirements.
- K. **Online Purchases:** All online purchases shall meet the standards included within this Policy.
- L. **Gratuities, Personal Benefits, and Kickbacks:** It shall be a violation of this Policy for any person to offer, give or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept or agree to accept from another person, a gratuity, personal benefit, or kickback in connection with any purchasing or contracting decision.

VIII. Purchasing Guidelines: The Board of Commissioners has established the following requirements for purchases. Additional guidance related to the process of meeting these Guidelines is defined in the "Procedures for Purchasing."

Purchase Amount	Purchasing Process	Approving Entity
Up to \$999.99	Invoice / Receipt	Department Head
\$1,000 to \$4999.99	Three Verbal Quotes	Department Head
\$5,000 to \$29,999.99	Three Written Quotes Purchase Order	Department Head and County Administrator
\$30,000 and over	Competitive bid (sealed bids, proposals, or qualifications) Purchase Order/Contract	Department Head, County Administrator, Board Approval, and Purchase Order

- IX. **Policy Review:** This Policy shall be reviewed at least every three years by the County Administrator or designee.

**Grand Traverse County
Travel Policy**

- I. **Policy Statement:** The Board of Commissioners recognizes that travel by employees is necessary to conduct official county business and therefore has developed this policy to establish the standards for eligible expenses.
- II. **Statutory Authority:**
 - A. The Board of Commissioners may establish rules and regulations to manage the interest and business of the County under Public Act 156 of 1851 [MCLA 46.11(M)].
- III. **Related Policies and/or Procedures:** Policy and Procedures for the Authorization and Use of Procurement Cards; Purchasing Policy and Procedures
- IV. **Historical Application:** This Policy supersedes all prior travel policies.
- V. **Exclusions:** The following exclusions apply: **None.**
- VI. **Implementation Authority:** The County Administrator is authorized to establish the necessary procedures to effectuate the implementation of this policy.
- VII. **Policy Standards:** The following standards shall apply, without exception.
 - A. Only those costs that are incurred in the conduct of official County business shall be paid by the County.
 - B. All requests for reimbursement shall be based upon a least-cost and most efficient methodology as established by the appropriate procedures.
 - C. All travel shall be conducted in the most economical and most efficient manner through the most direct route. Any employee utilizing an in-direct route of travel for their own convenience shall be responsible for any expense beyond the amount which would normally be incurred by the usual route of travel
 - D. All out-of-state travel request must be submitted in writing and approved by the appropriate Department Director and County Administrator.
 - E. No travel reimbursement costs will be made to employees traveling from their residence to their official work station.
 - F. All requests for reimbursement shall be accompanied by supporting documentation necessary to justify that the expense is eligible and within reasonable expenditure guidelines.
 - G. In the event that an employee schedules travel and the County incurs costs, the County shall not be liable for those costs if the employee does not attend, unless due to extenuating circumstances and it has been approved by the County Administrator.
 - H. Travel insurance is not an eligible expense and will not be paid by the County.
 - I. The County Administrator has full-authority to deny a request for reimbursement when an expenditure has not met the County policies and procedures.
- VIII. **Policy Review:** This Policy shall be reviewed at least every three years by the County Administrator or designee.

**Grand Traverse County
Procurement Card Policy**

- I. **Policy Statement:** This Policy is established by the Board of Commissioners to authorize the use of procurement cards by authorized County staff in order to support efficient government operations.
- II. **Statutory Authority:**
 - A. Public Act 266 of 1995 requires adoption of a written policy regarding the issuance and use of County procurement cards.
 - B. The Board of Commissioners may establish rules and regulations to manage the interest and business of the County under Public Act 156 of 1851 [MCLA 46.11(M)].
 - C. In 1996, the Board of Commissioners designated the County Administrator to be responsible for the County's issuance, accounting, monitoring, and retrieval of procurement cards.
- III. **Related Policies and/or Procedures:** Procedures for the Authorization and Use of Procurement Cards; Purchasing Policy and Procedures
- IV. **Historical Application:** This Policy supersedes the "Credit Card Policy" amended June 6, 2006.
- V. **Exclusions:** The following exclusions apply: None.
- VI. **Implementation Authority:** The County Administrator is authorized to establish the necessary procedures to effectuate the implementation of this policy.
- VII. **Policy Standards:** The following standards shall apply to all purchases, without exception.
 - A. Procurement cards may only be used for the purchase of goods and services necessary to carry-out official County business.
 - B. Procurement cards may be utilized if authorized for travel expenses or purchases where it can be substantiated that use of a procurement card was in the best interest of the County.
 - C. Procurement cards may not be utilized to purchase fuel. Departments must request gas/fuel cards from Finance in order to be tax exempt purchases.
 - D. For all procurement card transactions, the authorized individual using the card, will submit to the Finance Department all documentation necessary to satisfy IRS requirements for employee business expenses.
 - E. Procurement Card statements and invoices will be subject to existing internal controls related to purchasing and the disbursement of County funds.
 - F. The authorized limit for any procurement card shall not exceed \$10,000.
 - G. The employee or official issued a County procurement card is responsible for its protection and custody, and shall immediately notify the County Administrator and Finance Department if a card is lost or stolen.
 - H. Unauthorized use of a County procurement card will subject the employee or official to disciplinary measures including termination consistent with County policy and applicable statutes.
 - I. Failure to comply with this policy will result in the immediate withdrawal of authorization to utilize the procurement card.
- VIII. **Policy Review:** This Policy shall be reviewed at least every three years by the County Administrator or designee.

Committee Agenda Item

TO: Ways & Means Committee
FROM: Chris Cramer, Administration
DATE: March 23, 2016
SUBJECT: Reappointment to Northern Lakes CMH

Currently, there are two Grand Traverse County appointees to the Northern Lakes CMH Board whose terms will be expiring on March 31, 2016.

Both members are interested in reappointment and have received support for reappointment from the CEO of Northern Lakes.

Due to the lengthy learning curve for these board members, County Commissioner Representative, Carol Crawford, has also recommended reappointment be considered.

Mary Marois has served one full term and Randy Kamps has serve just over one term.

Although we have not actively recruited for this Board, we have not received any applications for CMH in over a year.

RECOMMENDATION:

Reappoint Mary Marois and Randall Kamps to the Northern Lakes Community Mental Health Board for the three year term, April 1, 2016 through March 31, 2019.

www.northernlakescmh.org

Administrative Office
105 Hall Street, Suite A
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(231) 922-4850
(231) 935-3082 FAX

527 Cobbs Street
Cadillac MI 49601
(231) 775-3463
(231) 775-1692 FAX

2715 South Townline Road
Houghton Lake MI 48629
(989) 366-8550
(989) 366-9420 FAX

204 Meadows Drive
Grayling MI 49738
(989) 348-8522
(989) 348-6434 FAX

To access services call
(800) 492-5742 or
(231) 922-4850

TTY 711

After-Hours
Crisis Intervention
1-800-442-7315 TTY
or (231) 922-4850

January 20, 2016

Grand Traverse County Board of Commissioners
400 Boardman
Traverse City, MI 49684

Dear Commissioners:

As you are aware Mary Marois is a member of the Northern Lakes Community Mental Health Board of Directors. Mary has continued to serve since her original appointment by the Grand Traverse County Board of Commissioners. Her appointment was made April 2013. Mary has expressed the desire to continue to serve on our board (three year term beginning 4/1/2016 and ending on 3/31/2019).

I am writing this letter, on behalf of the NLCMH Board of Directors supporting your reappointing Mary to a three-year term. Mary has served Grand Traverse County, Northern Lakes CMH, and most importantly persons who we serve within our six counties. Mary is an excellent board member and brings to the board of directors an important perspective.

The success of our organization is dependent upon having a motivated and knowledgeable board of directors. Mary possesses the qualities we need and we hope that you will make the requested reappointment. Mary will be directly contacting the Grand Traverse County Board of Commissioners to express her interest in continuing as well.

Sincerely,

Karl V. Kovacs, ACSW, MBA
Chief Executive Officer

www.northernlakescmh.org

Administrative Office
105 Hall Street, Suite A
Traverse City MI 49684
(231) 922-4850
(231) 935-3082 FAX

527 Cobbs Street
Cadillac MI 49601
(231) 775-3463
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Houghton Lake MI 48629
(989) 366-8550
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204 Meadows Drive
Grayling MI 49738
(989) 348-8522
(989) 348-6434 FAX

To access services call
(800) 492-5742 or
(231) 922-4850

TTY 711

After-Hours
Crisis Intervention
1-800-442-7315 TTY
or (231) 922-4850

January 20, 2016

Grand Traverse County Board of Commissioners
400 Boardman
Traverse City, MI 49684

Dear Commissioners:

As you are aware Randy Kamps is a member of the Northern Lakes Community Mental Health Board of Directors. Randy has continued to serve since his original appointment by the Grand Traverse County Board of Commissioners. His appointment was made June 2011. Randy has expressed the desire to continue to serve on our board (three year term beginning 4/1/2016 and ending on 3/31/2019).

I am writing this letter, on behalf of the NLCMH Board of Directors supporting your reappointing Randy to a three-year term. Randy has served Grand Traverse County, Northern Lakes CMH, and most importantly persons who we serve within our six counties. Randy is an excellent board member and brings to the board of directors an important perspective.

The success of our organization is dependent upon having a motivated and knowledgeable board of directors. Randy possesses the qualities we need and we hope that you will make the requested reappointment. Randy will be directly contacting the Grand Traverse County Board of Commissioners to express his interest in continuing as well.

Sincerely,

Karl V. Kovacs, ACSW, MBA
Chief Executive Officer