

**R E S O L U T I O N**

**28-2019**

**Approval of the Personal Time Policy Update**

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

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

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

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

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

APPROVED: February 20, 2019



## Paid Time off Policy

### PURPOSE

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

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

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

### POLICY & PROCEDURE

#### Bereavement Leave

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

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

#### Holidays

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

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Floating Holiday

Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day

Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

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

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

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

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

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

### **Jury Duty/Subpoena**

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

### **Personal Leave**

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

This leave may be used for the employee's personal health needs, a family member's health needs, for purposes arising out of domestic violence or sexual assault, or during closure of the employee's primary worksite by order of a public official due to a public health emergency. Twenty-four hours' notice and prior approval by the supervisor is required for general absences, and at least one hour's notice prior to the beginning of the shift is required for illness, unless the employee can show in writing why prior notification was impossible. Time must be used in  $\frac{1}{2}$  hour increments. When the absence is for sickness (regardless of which, if any, leave bank is charged), the employer reserves the right to request a doctor's certification. Claim for payment must be submitted on a form provided by the Employer.

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

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

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

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

## **Vacation Leave**

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

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

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

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

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

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

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

**R E S O L U T I O N**

**29-2019**

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

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

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

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

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

Approved: February 20, 2019

**R E S O L U T I O N**

**30-2019**

**Finance Department  
January 2019 Claims Approval**

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

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

APPROVED: February 20, 2019

## GRAND TRAVERSE COUNTY

### BOARD OF COMMISSIONERS SUBMITTED PER DIEM FOR 2019

MONTH OF JANUARY      \$ 2,555.00

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

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

AUDIT COMMITTEE

## JANUARY 2019 CLAIMS

TYPE	DATE	AMOUNT
<b>CLAIMS, ACCOUNTS AND IMMEDIATE PAYMENTS FOR BOARD APPROVAL</b>		
CLAIMS AND ACCOUNTS	1/8/2019	15,613.44
CLAIMS AND ACCOUNTS	1/8/2019	105,101.58
CLAIMS AND ACCOUNTS	1/22/2019	188,300.50
CLAIMS AND ACCOUNTS	1/22/2019	674,473.10
<b>TOTAL CLAIMS &amp; ACCOUNTS</b>		<b>983,488.62</b>
IMMEDIATE PAYMENTS	1/2/2019	26,161.87
IMMEDIATE PAYMENTS	1/4/2019	23,812.64
IMMEDIATE PAYMENTS	1/4/2019	463,256.10
IMMEDIATE PAYMENTS	1/9/2019	35,029.94
IMMEDIATE PAYMENTS	1/9/2019	3,728.21
IMMEDIATE PAYMENTS	1/11/2019	685,102.77
IMMEDIATE PAYMENTS	1/11/2019	16,293.68
IMMEDIATE PAYMENTS	1/11/2019	16,500.00
IMMEDIATE PAYMENTS	1/14/2019	17,406.36
IMMEDIATE PAYMENTS	1/14/2019	30,066.50
IMMEDIATE PAYMENTS	1/14/2019	308.95
IMMEDIATE PAYMENTS	1/14/2019	1,170.77
IMMEDIATE PAYMENTS	1/16/2019	34,384.89
IMMEDIATE PAYMENTS	1/16/2019	85,833.54
IMMEDIATE PAYMENTS	1/16/2019	25,723.83
IMMEDIATE PAYMENTS	1/17/2019	15,803.44
IMMEDIATE PAYMENTS	1/18/2019	123,148.16
IMMEDIATE PAYMENTS	1/18/2019	107,409.51
IMMEDIATE PAYMENTS	1/22/2019	1,751.92
IMMEDIATE PAYMENTS	1/23/2019	550.00
IMMEDIATE PAYMENTS	1/23/2019	2,124.75
IMMEDIATE PAYMENTS	1/23/2019	72,165.74
IMMEDIATE PAYMENTS	1/23/2019	18,332.28
IMMEDIATE PAYMENTS	1/25/2019	22,875.55
IMMEDIATE PAYMENTS	1/25/2019	338,979.65
IMMEDIATE PAYMENTS	1/25/2019	300.00
IMMEDIATE PAYMENTS	1/29/2019	144,454.50
IMMEDIATE PAYMENTS	1/30/2019	91,601.80
IMMEDIATE PAYMENTS	1/30/2019	104,390.17
<b>TOTAL IMMEDIATE PAYMENTS</b>		<b>2,508,755.32</b>
<b>TOTAL CLAIMS, ACCOUNTS, AND IMMEDIATE PAYMENTS</b>		<b>3,492,243.94</b>
<b>CHECK DISTRIBUTION SUMMARY RECONCILING ITEMS</b>		
<b>Health Department Claims:</b>		
HEALTH	1/8/2019	6,161.41
HEALTH	1/8/2019	18,972.35
HEALTH	1/22/2019	28,335.38
HEALTH	1/22/2019	35,303.06
<b>TOTAL HEALTH CLAIMS</b>		<b>88,772.20</b>
<b>Department of Public Works Check Runs Approved by Board of Public Works:</b>		
DPW Check Runs	1/3/2019	16,611.72
DPW Check Runs	1/11/2019	64,181.37
DPW Check Runs	1/17/2019	41,979.28
DPW Check Runs	1/17/2019	58,134.87
DPW Check Runs	1/23/2019	7,238.91
DPW Check Runs	1/23/2019	239,291.03
DPW Check Runs	1/31/2019	164,270.40
<b>TOTAL DPW CHECK RUNS</b>		<b>591,707.58</b>
<b>TOTAL RECONCILING ITEMS</b>		<b>680,479.78</b>
Total Claims, Immediate Pay, Health & DPW		4,172,723.72
Monthly Check Distribution Summary		4,172,723.72
Difference		-
PAYROLL	1/11/2019	1,025,979.86
PAYROLL	1/25/2019	924,103.21
BENEFITS	1/31/2019	303,285.97
<b>TOTAL PAYROLL</b>		<b>2,253,369.04</b>
<b>FOR BOARD APPROVAL:</b>		
TOTAL CLAIMS, ACCOUNTS, IMMEDIATE PAY & PAYROLL		<b>6,426,092.76</b> ✓
<b>REQUEST APPROVAL</b>		

**GRAND TRAVERSE COUNTY  
CHECK DISTRIBUTION SUMMARY  
JANUARY 2019**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**R E S O L U T I O N**

**31-2019**

**Finance Department  
Budget Amendments**

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

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

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

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

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

APPROVED: February 20, 2019



## GRAND TRAVERSE COUNTY Budget Amendment Request

Department: Prosecuting Attorney

Submitted by: K.Pahl

Budget Number: 27186

### Budget Adjustment Option:

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

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

\*Requires board approval

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

<input checked="" type="checkbox"/> Increase Account Number	<input type="checkbox"/> Decrease	Account Name	Amount
101 229 743.08		Victims Assistance	5,561.00
101 229 743.40		Supplies VR Grant	1,500.00
<hr/>			
<u>7,061.00</u>			

Check Figure

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

Signature: K. Pahl  
Accountant Approval: C.A. Woy  
Finance Director Approval: Sean Bott

Date: 1/22/2019  
Date: 1/7/19  
Date: 2/8/19

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



## GRAND TRAVERSE COUNTY Budget Amendment Request

Department:

**Parks and Recreation**

Submitted by:

Ryan Walsh, Office Manager

Budget Number:

27177

### Budget Adjustment Option:

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

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

\*Requires board approval

<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease	Account Name	Amount
208	751	702.00	Full Time & Regular Part Time
208	751	705.00	Personal Leave
208	751	715.00	FICA
208	751	716.02	Short & L-T Disability
208	751	717.00	Life Insurance
208	751	718.05	Retirement DB
208	751	719.00	Workers' Compensation
208	752	702.00	Full Time & Regular Part Time
208	752	705.00	Personal Leave
208	752	715.00	FICA
208	752	716.02	Short & L-T Disability
208	752	717.00	Life Insurance
208	752	718.05	Retirement DB
208	752	719.00	Workers' Compensation
208	757	702.00	Full Time & Regular Part Time
208	757	705.00	Personal Leave
208	757	715.00	FICA
208	757	716.02	Short & L-T Disability
208	757	717.00	Life Insurance
208	757	718.05	Retirement DB
208	757	719.00	Workers' Compensation
208	759	702.00	Full Time & Regular Part Time
208	759	705.00	Personal Leave
208	759	715.00	FICA
208	759	716.02	Short & L-T Disability
208	759	717.00	Life Insurance
208	759	718.05	Retirement DB
208	759	719.00	Workers' Compensation
			17,155.00

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

Check Figure

-

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

Signature: Ryan Walsh

Date: 1/25/2019

Accountant Approval: C. A. Wolf

Date: 1/30/19

Finance Director Approval: Team Port

Date: 2/1/19

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



## GRAND TRAVERSE COUNTY Budget Amendment Request

Department:

Capital Improvements Fund

Submitted by:

Dean Bott

Budget Number:

27160/27162/ 27170

### Budget Adjustment Option:

<input type="checkbox"/>	A	Increase an expenditure and decrease an expenditure
<input checked="" type="checkbox"/>	B*	Increase an expenditure and increase a revenue
<input type="checkbox"/>	C*	Decrease an expenditure and decrease a revenue
<input type="checkbox"/>	D	Decrease a revenue and increase a revenue

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

\*Requires board approval

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

959,000.00

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

959,000.00

Check Figure

-

### Summary:

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

Signature: Dean Bott

Date: 1/21/2019

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

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

Finance Director Approval: Dean Bott

Date: 1/21/2019

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

**R E S O L U T I O N**

**32-2019**

**Non-Contract Hourly Wage Scale**

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

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

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

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

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

APPROVED: February 20, 2019

**R E S O L U T I O N**

**33-2019**

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

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

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

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

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

APPROVED: February 20, 2019

RESOLUTION 34-2019

**COUNTY OF GRAND TRAVERSE  
BOARD OF COMMISSIONERS**

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

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

ABSENT: Gordie LaPointe

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

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

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

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

check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.

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

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

(B) Exchange and Transfer of Bonds.

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

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

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

(iv) The County and the bond registrar and paying agent may deem and treat the person in whose name the Refunding Bonds shall be registered upon the books of the County as the absolute owner of such Refunding Bonds, whether such Refunding Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Refunding Bonds and for all other purposes, and all payments made to any such registered owner, or upon his or her order, in accordance with the provisions of Section 5 of this Resolution shall be valid

and effectual to satisfy and discharge the liability upon such Refunding Bonds to the extent of the sum or sums so paid, and neither the County nor the bond registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

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

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

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

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

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

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

**UNITED STATES OF AMERICA-STATE OF MICHIGAN**  
**GRAND TRAVERSE COUNTY – WASTEWATER TREATMENT PLANT UPGRADE**  
**REFUNDING BONDS, SERIES 2019**

**INTEREST RATE** **DATE OF MATURITY** **DATE OF ORIGINAL ISSUE** **CUSIP**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

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

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

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

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

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

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

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

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

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

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

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

**COUNTY OF GRAND TRAVERSE**

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

County Clerk

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

Chairman

### **CERTIFICATE OF AUTHENTICATION**

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

#### **DATE OF AUTHENTICATION:**

Authorized Representative as Transfer Agent and Authenticating Agent

#### **ASSIGNMENT**

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

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

Signature:

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

Signature Guaranteed:

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

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

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

\_\_\_\_\_

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

**PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF TRANSFeree**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NAYS:

ABSENT: Gordie LaPointe

RESOLUTION ADOPTED.

STATE OF MICHIGAN)  
                         ) SS  
COUNTY OF GRAND TRAVERSE)

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

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County Clerk

**EXHIBIT A**

**ORDER ADJUSTING MATURITIES**

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

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

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

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County Treasurer

## EXHIBIT B

### OFFICIAL REQUEST FOR PROPOSAL

\$

COUNTY OF GRAND TRAVERSE  
State of Michigan

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) the Issuer anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest true interest cost, as set forth in this Notice of Sale. Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

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

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

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

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

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

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

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

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

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

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

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

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

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

**OFFICIAL STATEMENT:**

**Hard Copy**

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

**Internet**

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

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

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

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

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

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

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

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



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

**COUNTY OF GRAND TRAVERSE**

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

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

<u>Prior Bonds</u>	<u>Outstanding Principal</u>
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**(the "Prior Bonds")**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Prior Bonds</u>	<u>Outstanding Principal</u>
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(the “Refunded Bonds”)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**If to the County:**

**If to the Escrow Agent:**

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

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

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

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

**COUNTY OF GRAND TRAVERSE**

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

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

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

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

*APPENDIX I*

**\$32,900,000**

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

**REMAINING ORIGINAL DEBT SERVICE SCHEDULE**

Bond Registrar and Paying Agent:

*APPENDIX II*

[FORM OF NOTICE OF REDEMPTION]

**NOTICE OF REDEMPTION**

**\$32,900,000**

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

**Dated as of July 1, 2002**

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

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

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

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

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

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

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

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

**COUNTY OF GRAND TRAVERSE, MICHIGAN**

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

*APPENDIX III*

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

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

Purchase Date	Investment Amount	Investment Rate	Maturity	Investment Type
_____	\$_____	_____ %	_____	_____
_____	_____	_____	_____	Uninvested Cash
\$6,600,000 Total Escrow Requirement				

*APPENDIX IV*

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

**Redemption Schedule**

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

*APPENDIX V*

**\$32,900,000**

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

**Escrow Cash Flow**

**R E S O L U T I O N**

**35-2019**

**Facilities  
Commission Chamber Audio Upgrade  
Waara Technologies**

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

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

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

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

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

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

APPROVED: February 20, 2019