

GRAND TRAVERSE COUNTY BOARD OF COMMISSIONERS

Wednesday, June 7, 2017 @ 5:30 p.m.

(or immediately following completion of Special Meeting @ 5:00, whichever is later)

Governmental Center, 2nd Floor Commission Chambers

400 Boardman, Traverse City, MI 49684

General Meeting Policies:

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

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

CALL TO ORDER:

1. OPENING CEREMONIES OR EXERCISES
(Pledge of Allegiance)
2. ROLL CALL
3. APPROVAL OF MINUTES
(Reading aloud is waived as long as the Board has been furnished a copy in the packet prior to the meeting)
 - a. Minutes of May 17, 2017 (Regular Meeting).....3
4. FIRST PUBLIC COMMENT

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

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

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

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

5. APPROVAL OF AGENDA
6. CONSENT CALENDAR:

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

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

All Information identified on the Consent Calendar can be viewed in it's entirety at www.grandtraverse.org.

a.	Receive and File:	
1)	Northwest Michigan Community Action Agency Minutes of April 20, 2017	7
2)	Northern Lakes Community Mental Health Minutes of April 20, 2017	11
3)	Traverse Area District Library Board Minutes of April 20, 2017.....	16
4)	Northwestern Regional Airport Commission Minutes of April 25, 2017	20
5)	Department of Health & Human Services Minutes of April 28, 2017	26
6)	GT Community Collaborative Minutes of May 25, 2017	29
7)	Letter of May 9 ^h from Dawn McLaughlin regarding DHHS Board.....	31
b.	Approvals:	
1)	Renewal of Agreement for Google Apps and Vault.....	32
2)	Foreclosure Fund – Excess Proceeds & Treasurer Annual Report	36
3)	COAM – Dispatch Supervisory Unit Collective Bargaining Agreement (“CBA”)	52
c.	Action:	
7.	SPECIAL ORDERS OF BUSINESS:	
a.	Area Agency on Aging – Annual Presentation by Bob Schlueter	97
8.	ITEMS REMOVED FROM CONSENT CALENDAR	
9.	DEPARTMENTAL ITEMS:	
a.	PENSION LIABILITY ACTIONS (ADMINISTRATION/FINANCE):	
1)	Approval and Implementation of Pension Stabilization Plan	101
b)	SALE OF PROPERTY - 160 Acres Whitewater Township Parcel #13-020-003-00	127
10.	OLD/UNFINISHED BUSINESS:	
a.	Ordinance No. 17; Hauler Licenses; Solid Waste Management Plan (“SWMP”)	128
b.	Update on Administrator Search (Mair)	
11.	NEW BUSINESS:	
a.	Elected Officials Guide to Emergency Management (Carol Crawford).....	150
12.	SECOND PUBLIC COMMENT (Refer to Rules under Public Comment/Input above.)	
13.	COMMISSIONER/DEPARTMENT REPORTS:	
a.	Department of Health & Human Services Appointment (announcement from special meeting)	
14.	NOTICES:	
a.	Deadline for County Administrator Applications – June 12	
b.	Animal Control Discussion – June 21	
15.	CLOSED SESSION (IF REQUIRED)	
16.	ADJOURNMENT	

GRAND TRAVERSE COUNTY
BOARD OF COMMISSIONERS

Regular Meeting
May 17, 2017

Vice-Chairman Clous called the meeting to order at 5:30 p.m. at the Governmental Center.

OPENING CEREMONIES OR EXERCISES

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

PRESENT: Bob Johnson, Ron Clous, Addison Wheelock, Jr., Cheryl Gore Follette,
Tom Mair, and Carol Crawford (arrived at 5:51 pm)

EXCUSED: Dan Lathrop

APPROVAL OF MINUTES

May 3, 2017 – Regular Session

May 4, 2017 – Special Session

May 10, 2017 – Study Session

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

PUBLIC COMMENT

David Mikowski spoke on potential developments of Civic Center property.

Brenda Earl spoke on pension liability and real estate sales.

Joan Sheard spoke on acute fiscal distress and the multiple strategies to address it.

Ed Martel made comments on pending litigation.

Joan Murray spoke on pension liability and selling precious assets.

APPROVAL OF AGENDA

Remove Items 10a, Animal Control Update and 13b, Business Development and Codes Update.

Moved by Gore Follette, seconded by Johnson to approve the agenda as amended.
Motion carried.

CONSENT CALENDAR

The purpose of the consent calendar is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the

Commission, staff, or the public may ask that any item on the consent calendar be removed and placed elsewhere on the agenda for full discussion. Such requests will be automatically respected.

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

A. RECEIVE AND FILE

1. Northwest Michigan Community Action Agency minutes of March 16, 2017
2. Northwestern Regional Airport Commission minutes of March 21, 2017
3. Grand Traverse Conservation District April Report
4. Grand Traverse County Road Commission May Report
5. Resolution of Support to maintain the required funding of the MSU Research Station in Leelanau County to Assist with the Eradication of the Spotted Wing Drosophila
6. Update of In the Matter of Edwin Martel, Bill Lane et al. Case No. WRP001528
7. Staff Report

B. APPROVALS

1. Resolution 55-2017
Finance
Claims – April
2. Resolution 56-2017
Finance
Budget Amendments
3. Resolution 57-2017
Boards and Committees
Jury Board
4. Resolution 58-2017
13th Circuit Court
Community Corrections
Additional Grant Appropriation
Michigan Department of Corrections/Office of Community Corrections

ACTION ON THE CONSENT CALENDAR

The Chief Deputy County Clerk read the Consent Calendar for the record.

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

SPECIAL ORDERS OF BUSINESS

None

ITEMS REMOVED FROM CONSENT CALENDAR

None

DEPARTMENT ACTION ITEMS

a. Circuit Court – Community Corrections

1. 13th Circuit Court Community Corrections Grant Application for 2018 to MDOC/OCC

Sherise Shively, Community Corrections Manager, reviewed the 13th Circuit Court Community Corrections Grant Applications for 2018 to Michigan Department of Corrections Office of Community Corrections.

Resolution 59-2017
13th Circuit Court
Community Corrections
2018 Grant Application
Michigan Department of Corrections
Office of Community Corrections

Moved by Wheelock, seconded by Mair to approve Resolution 59-2017. Motion carried.

b. Pavilions

1. Kids Creek Tributary AA Stream Restoration Project
Kory Hansen, Pavilions CEO, and Sarah U'Ren, The Watershed Center Program Director, spoke on the Kids Creek Tributary AA Stream Restoration Project and proposed agreement.

Resolution 60-2017
Grand Traverse Pavilions
Kids Creek Tributary AA Stream
Restoration Project

Moved by Wheelock, seconded by Clous to approve Resolution 60-2017. Motion carried.

c. MSUE

1. Annual Report Presentation
Jennifer Berkey, MSUE District 3 Coordinator, reviewed the Grand Traverse County Michigan State University SUE 2016-2017 Annual Report.

d. Finance

1. Budget to Actual Revenue and Expenditure Report
Jody Lundquist, Finance Director, reviewed the monthly report.

OLD BUSINESS

- a. **Animal Control Update (Trute)** *(Removed)*

NEW BUSINESS

None

PUBLIC COMMENT

None

COMMISSIONER/DEPARTMENT REPORTS

- a. Business Development and Codes Update (Derenzy) *(Removed)*

Commissioner Wheelock reported on the tour he gave GovHR of the county.

NOTICES

Commissioner Gore Follette requested information on possible plans for Civic Center, Twin Lakes, Pavilions and Commons properties for the June 21, 2017 meeting.

July 5, 2017 regular meeting will be cancelled.

CLOSED SESSION

None

Meeting adjourned at 6:36 p.m.

Sarah B. Lutz Chief Deputy County Clerk

Carol Crawford, Chairwoman

APPROVED: _____
(Date) (Initials)

NORTHWEST MICHIGAN COMMUNITY ACTION AGENCY, INC.
Board of Directors Meeting – April 20, 2017

PRESENT:

Rev. Gerald Cook
Art Jeannot
Tom Kelley
Tonya Schroka
George Lasater
Larry Levengood
Betsy White
Louis Fantini
Mary Klein
Tony Ansoerge
Carolyn Rentenbach
Pam Niebrzydowski
Jeff Miller
Judy Nichols
Tom Olmsted

ABSENT:

Brenda Willson
Lindsey Walker (E)
Brenda DeKuiper
Yvonne Donohoe
Debbie Bishop (E)
Carol Smith (E)
Marc Milburn (E)
Pam Stephan (E)
Kourtnie Bonk
Maureen Mickelson (E)

The meeting was called to order at 12:38 P.M. by Chairperson, Rev. Gerald Cook. Following the Pledge of Allegiance, roll call was taken and a quorum established.

AGENDA

Jerry Cook requested approval for the meeting Agenda.

Motion by Tonya Schroka, supported by Jeff Miller, that the meeting agenda be approved as presented. Motion carried.

MINUTES OF PREVIOUS MEETING

The minutes of the March 16, 2017 meeting of the Board of Directors were presented for Board action.

Motion by Pam Niebrzydowski, supported by Peachy Rentenbach, that the minutes of the March 16, 2017 Board of Directors meeting be approved as presented. Motion carried.

MEMBERSHIP ANNOUNCEMENTS

None.

PUBLIC INPUT

None.

POLICY COUNCIL REPORT

The April 13, 2017 Policy Council meeting report was presented by Tonya Schroka.

Motion by Tony Ansoerge, supported by Judy Nichols, that the Policy Council report be accepted as presented. Motion carried.

EXECUTIVE DIRECTORS REPORT

John Stephenson, Executive Director presented the Financial Reports and Annual Operations Plan and Report Summary for March 2017, bank credit card statements for March 2017, and the status of Agency Program Operations.

Motion by Louis Fantini, supported by Mary Klein, that the Executive Director's report be approved as presented. Motion carried.

BUSINESS

HOMELESS YOUTH INITIATIVE ROTARY CHARITIES FUNDING REQUEST

John Stephenson reminded the Board that NMCAA was awarded a grant from HUD for the area Greater Grand Traverse 5-County Continuum of Care (CoC) to begin a Homeless Youth Initiative in the 5 county region of Antrim, Benzie, Grand Traverse, Kalkaska, and Leelanau. Since being awarded the grant, NMCAA has not received any funds from HUD and has have not been informed of any timeframe or mechanism for requesting the funds. NMCAA is requesting \$10,000 from Rotary Charities to continue the work of the CoC for the Homeless Youth Initiative.

Motion by Tom Kelley, supported by Tom Olmsted that the Homeless Youth Initiative Rotary Charities funding request of \$10,000 be approved as presented. Motion carried.

HOMELESS YOUTH INITIATIVE HUD PLANNING REQUEST

John Stephenson explained that NMCAA is being asked by the Grater Grand Traverse 5-County CoC to submit a request for an initial HUD Planning Grant. The total HUD Homeless Youth Demonstration Project (HYDP) is 1.3 million. Within that grant we would submit a 3-5% HUD Planning Grant request to assist in the HYDP planning, data collection and develop the HYDP Plan that needs to be submitted to HUD by July 13, 2017. The purpose of the project is to assist in ending and preventing homelessness throughout the youth population (18 -24 year olds).

Motion by Art Jeannot, supported by Tonya Schroka, that the Homeless Youth Initiative HUD Planning Request be developed and submitted as presented. Motion carried.

MSHDA HOMELESS INIATIATIVE RESOLUTION

John Stephenson stated that NMCAA as the HARA for the 10 county region of Northwest Lower Michigan is the fiduciary for the regional CoC. MSHDA awarded NMCAA \$10K for the CoC to support the Rapid Rehousing activities. NMCAA will be the administrator of the grant. Dan Dewey and/or John Stephenson are authorized, without further Board action, to accept the funds, and deliver the grant agreement governing the terms of the grant and other required documents.

Motion by Tony Ansonge, supported by Mary Klein that MSHDA Homeless Initiative Resolution be accepted as presented. Motion carried.

HEAD START TRANSPORTATION WAIVER

Kerry Baughman, Early Childhood Programs Director, presented the Head Start Transportation Waiver Request. This request is made of the board each year at this time. This waiver applies only to children enrolled in the Head Start program and creates the flexibility needed to work collaboratively with school districts to maximize the transportation options offered to families and control costs. The Head Start Transportation Waiver allows for the waiver of child safety restraint systems and bus monitors.

Motion by Lou Fantini, supported by Tonya Schroka, that the Head Start Transportation Wavier be accepted as presented. Motion carried.

NEIGHBORWORKS ACTIVITES AND UPDATES

Sustainable Homeownership Project:

John Stephenson reported that NMCAA has been a NeighborWorks charter member since 2012 after an 18 month process. NMCAA joined with a "strong" rating and currently our rating is "exemplary" (highest rating). To date, NMCAA has received over \$625,000 in funding from NeighborWorks. Currently we are one of about 25 NeighborWorks agencies in the country participating in this "Phase 3" Sustainable Homeownership Project or "SHoP". This will expand lines of business to include fee-for-service homebuyer readiness and related financial capabilities courses which will be available through the NMCAA website. NeighborWorks has field tested this approach and provides excellent support. Intake will be provided through the website. The system will assign a level of service to each customer and essentially provide initial assessment and triage. Each client manages their own progress with agency prompts, guidance, and in-depth reports. Personalized customer service will be provided through the website and NMCAA staff interaction. This project further expands NMCAA's Social Enterprise activities, which were initially established many years ago as an acceptable/desirable way for NMCAA to diversify revenue streams. Previous activities have been successful on a small scale only, but the concept has remained a cornerstone to NMCAA's strategic planning for further development. Included in the website upgrades will be improved and simultaneous access to all NMCAA services. Following research-based best practice, priorities in the 5-year Head Start grant and CSBG, an intentional effort to "bundle" services for improved client outcomes is another component of the NeighborWorks led transformation. NMCAA senior management is reading *Leading Change* by John Kotter and working on a timeframe for implementing additional changes to support the streamlining of intake and offering all available services to clients.

Investment & Grant Agreement and Resolution:

John Stephenson presented the Investment and Grant Agreement and Resolution. Following a discussion of its components, the resolution affirming that NMCAA is authorized to enter into the Investment and Grant Agreement with Neighborhood Reinvestment Corporation d.b.a. NeighborWorks® America and that John Stephenson, NMCAA Executive Director is authorized to sign the agreement on behalf of NMCAA.

Motion by Peachy Rentenbach, supported by Tom Kelley, that the NeighborWorks Investment and Grant Agreement Resolution be adopted as presented. Motion carried.

Housing Development:

John Stephenson stated that NMCAA has been improving housing in our communities since the 70's first through Weatherization, then housing rehabilitation, and later development of new housing and acquisition – development – resale. Our NeighborWorks affiliation brings new capabilities and expectations. NMCAA has the talent and know-how. It is important to reactivate the Housing Development Committee of the Board to facilitate the decision process. If interested in participating in this committee, please let John or Jerry Cook know.

OTHER BUSINESS

Continuing Resolution ends April 28

Michigan's LIHEAP set aside for Weatherization ends this year; working with legislators towards a 5 year extension.

NMCAA's Carol Cenci MSHDA Housing Counselor of the Year.

May 9 Community Action Day at the Capital. Awards ceremony includes 1 Program Participant, and 1 Volunteer from NMCAA.

Senator Wayne Schmidt selected as MCA Legislator of the Year.

May 10 & 11 CSBG Conference

Challenges with kitchen staffing changes at Goodwill.

MCA partnership to provide alternative to Payday loans; may be an opportunity for NMCAA.

BOARD COMMENTS

None.

There being no further business to come before the Board, the meeting was adjourned at 2:41 P.M.

Motion by Peachy Rentenbach, Supported by Tom Kelley that the meeting be adjourned. Motion carried.

Next meeting will be: Thursday May 18, 2017, 12:30 PM

Respectfully Submitted
Mary Klein, Secretary

Betsy Rees, Recording Secretary

**Board of Director's Meeting
Minutes**

April 20, 2017

3:25 PM

1. CALL TO ORDER:

Northern Lakes Community Mental Health, 105 Hall Street, Traverse City, Michigan. Dave Stephenson called the meeting to order at 3:25 p.m.

Board Members Present: Nicole Miller, Carol Crawford, Nina Zamora, Randy Kamps, Gary Stefanko, Pam Babcock, Cheryl Walker, Al Cambridge, Dave Stephenson, Michael MacCready, Ty Wessell and Lorelei King.

Board Members Absent: Dean Vivian (advance notice) and Betty Bushey (advance notice).

Others Present: Karl Kovacs, Chief Executive Officer; Deb Lavender, Executive Secretary; Mary Marois, Interim Director for Children and Families; Becky Vincent, Director of Integrated and Managed Care; Tracy Andrews, Recipient Rights Director; Lauri Fischer, Director of Finance; Harold Meeuwes, Lead Maintenance.

Timekeeper – Lorelei King.

2. AGENDA:

MOTION:	The Board Approved the April 20, 2017 Agenda.
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Carol Crawford
SECONDER:	Nicole Miller

3. CONFLICT OF INTEREST DECLARATION:

There was no conflict of interest declaration.

4. CONSENT AGENDAS -BOARD:

A. Consideration of Management Consent Agenda

MOTION:	Approved the Board Consent Agenda of April 20, 2017 items 2 and 3.
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Gary Stefanko
SECONDER:	Nicole Miller

Last month action was taken to approve two trainings; one training on April 20 was an intermediate training and Mental Health First Aid was scheduled in August. Other trainings were identified. In response to the complainants it was communicated that we are following the Department of Health and Human Services ORR guidelines. Two trainings are scheduled in the month of April.

Karl identified that the training in Lansing was very helpful and he was looking forward to the training in Battle Creek.

MOTION: Rescind the first action from March 16 regarding April 20.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Randy Kamps
SECONDER: Gary Stefanko

MOTION: Rescind the training motion from March 16.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Gary Stefanko
SECONDER: Nicole Miller

MOTION: Approve the CEO attending the Communicating with Tact, Diplomacy and Professionalism training on April 5 and 6.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Gary Stefanko
SECONDER: Nicole Miller

MOTION: Approve the CEO attend the Mastering Conflict Management on April 27.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Randy Kamps
SECONDER: Carol Crawford

MOTION: Approve the March 16 Board meeting minutes.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Al Cambridge
SECONDER: Nicole Miller

5. OWNERSHIP LINKAGE:

A. *Citizen Comment* -
None.

B. *Ownership Communication*
None.

6. CHIEF EXECUTIVE OFFICER'S REPORT:

Board members identified whether they would be attending the Michigan Association of CMH Boards Conference. The Member Assembly meeting has changed to be held on the Monday before the conference starts. Randy identified that he would be voting on behalf of the NMRE.

MOTION: Appoint Carol Crawford to be the Voting Delegate at the Spring MACMHB Conference.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Nicole Miller
SECONDER: Gary Stefanko

Karl identified that there will be a vote on the election of officers and will be voting on by-laws. The MACMHB name has changed to Community Mental Health Association of Michigan. Referenced the letter from Alan Bolter regarding the CMH PAC. Donations will be accepted into May. Karl provided an update on the 298 legislation. There was discussion about inviting our legislators to one of our meetings or visit our residential homes.

Board members completed the Board Composition Survey. The Integrated Health Clinic Open House will be held on April 25 from 4-6:30 pm.

Karl attended the Executive Board meeting of the Board Association by telephone. He provided an update on the 1115 Waiver and noted it will not become effective until October 1, 2017. He noted that we have had provider meetings and had updated providers regarding the Home and Community Based Services (HCBS) Transition Plan. Board members asked for brochures to share with families.

7. CLOSED SESSION:

MOTION: Moved into closed session for the purpose of discussing pending litigation and Administrative Fair Hearings and would ask the CEO, Executive Secretary, Dave Vinocur and Greg Grant to attend.

ROLL CALL: 12 Ayes: KAMPS, BABCOCK, STEFANKO, ZAMORA, CAMBRIDGE, MILLER, CRAWFORD, WESSELL, MACCREADY, WALKER, KING AND STEPHENSON. APPROVED.

MOVER: Nicole Miller
SECONDER: Gary Stefanko

Moved into closed session at 4:12 p.m.

Came out of closed session at 4:55 p.m.

MOTION: The Board approved the minutes of the closed session.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Randy Kamps
SECONDER: Lorelei King

8. NORTHERN MICHIGAN REGIONAL ENTITY REPORT:

Our region is being audited currently by the Michigan Department of Health and Human Services (MDHHS) and we are scheduled to be under review from April 26-28. This audit is focused on the HSW, SEDW and Children's Waiver. The Exit will be scheduled for May 2.

9. ASSURANCE OF ORGANIZATIONAL PERFORMANCE:

A. Receipt of CEO Response to Monitoring Report - 1.1 Consumer and Community Ends - Internal Inspection 1.0 to 1.5

MOTION: The Board approved Policy 1.1 Consumer and Community Ends - Internal Inspection.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Ty Wessell
SECONDER: Michael MacCready

B. New Operational Worries
The 298 legislation was mentioned and discussion of MERS and our desire to understand their administrative cost and expenses.

C. April Monitoring Assignment
2.8 Communication and Support to the Board-please complete and turn in.

10. BOARD MEANS SELF-ASSESSMENT:

A. Receipt of Board Monitoring Report - 3.3 Board Member Code of Conduct - Direct Inspection

MOTION:	The board has received and reviewed Policy 3.3 Board Member Code of Conduct - Direct Inspection and finds that we are fully compliant.
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Randy Kamps
SECONDER:	Carol Crawford

3.6 Board Chair Functions – Direct Inspection

MOTION:	The board has received and reviewed Policy 3.6 Board Chair Functions - Direct Inspection and finds that we are in full compliance.
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Randy Kamps
SECONDER:	Michael MacCready

B. April Monitoring Assignment

3.7 Governance Committees-please complete and turn in.

3.7A Recipient Rights Advisory Committee-please complete and turn in.

3.7B Recipient Rights Appeals Committee-please complete and turn in.

11. GOVERNANCE POLICIES DISCUSSION AND ASSESSMENT:

A. Ends – None.

B. Executive Limitations – None.

C. Board/CEO Linkage – None.

D. Governance Process/Ownership Linkages –

NLD Committee Report – Nicole identified that she spoke with Candyce VanderMoere regarding the interviews for the RRAC.

MOTION:	The board appointed Candyce VanderMoere and Robert Pollard to the Recipient Rights Advisory and Appeals Committees.
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Randy Kamps
SECONDER:	Michael MacCready

Add Pam Babcock as an attendee to the NLD meeting minutes.

The last time we held a Board Retreat the board invited the RRAC members. Karl will let the RRAC members know that they are welcome to attend the Board Retreat in September.

Recipient Rights Advisory Committee Report -

Nicole noted that they had some discussion about the stakeholder survey. They were excited that RROAM will be here in Traverse City and that they have asked to use one of our rooms. There was good discussion about suitable services and dignity and respect.

MOTION:	The board approved the Financial Audit that was presented by Rehmann for the period ending September 30, 2016.
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Gary Stefanko
SECONDER:	Michael MacCready

12. OWNERSHIP LINKAGE:

None.

13. ANNOUNCEMENTS/BOARD MEMBER REPORTS/BOARD ASSOCIATION CONF:

- We received a call from Wexford County regarding reappointment.

14. MAY AGENDA PLANNING (Houghton Lake):

As stated. Suggested that we review our Board practice regarding Roberts Rules of Order in May.

15 MEETING EVALUATION:

- #1- we spent our time on the most important governance topics: majority was excellent
- #2- we encouraged diversity of viewpoints: majority was excellent
- #3- our decisions were made collectively: majority was excellent
- #4- The Board used its time effectively: majority was excellent
- #5- What is the most important thing the Board could do to improve our function as a board? Lorelei will continue to be time keeper.

16. ADJOURNMENT:

MOTION:	Adjourn the meeting.
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Nicole Miller
SECONDER:	Lorelei King

The meeting adjourned at 5:24 p.m.

Respectfully Submitted,

Dave Stephenson, Chairperson

Nicole Miller, Vice-Chairperson

Debra Lavender, Recording Secretary



Board of Trustees Regular Meeting
MINUTES (approved)
Thursday, April 20, 2017 at 5:00pm
McGuire Community Room
610 Woodmere Ave., Traverse City, MI 49686

1. **Call to Order**

The meeting was called to order by President Gillman at 5:03pm. Present were Gillman (President), Payne (Vice President), Kachadurian (Treasurer), Jones (Secretary), Marek, Moyer, and Gersch Leff (Trustees). Also present were Zeits (Counsel), Parsons (Director), and Carpenter (Staff).

2. **Pledge of Allegiance**

All members in attendance stood and recited the Pledge of Allegiance to the Flag of the United States of America.

3. **Approval of agenda**

It was MOVED by Kachadurian, SUPPORTED by Marek, to approve the agenda as presented. Motion CARRIED.

4. **Public Comment**

President Gillman opened the floor for public comment. The following people addressed the board: Julie Kintner, Director of Fife Lake Public Library, noted several featured library and community events and reported that she and a staff member each received grants enabling them to attend the American Library Association Conference to be held in Chicago.

5. **Approval of minutes**

It was MOVED by Payne, SUPPORTED by Kachadurian, to approve the regular meeting minutes of March 16, 2017, as presented. Motion CARRIED.

6. **Reports and Communications**

a. *Director Report*

Parsons confirmed her written report and added the following:

- Poet's Night Out will take place Sunday, April 23, 2017 and encouraged everyone to attend.
- Preparations are complete for the auditors' on-site portion of the annual audit process which begins on Monday, April 24th.
- As soon as the roofing analysis from Spence Brothers is received, Parsons will share it with the Facilities Committee.
- The final bond payment for the building construction has been sent. A celebration event will be held following receipt of official documentation showing full payment of the bond.
- The Funding Future Readers Celebration event was very successful. All that attended had a wonderful time and it generated a lot of goodwill.

Parsons introduced Matt Wiliford, TADL's Marketing and Communications Manager, to provide a summary of the Funding Future Readers event.

Wiliford then reported that the intention of the event was a celebration of the good work of the library and its role in the community. A 2016 Volunteer Recognition Award was given to past Director, Michael McGuire, for his dedicated volunteer service since retiring in 2009. McGuire

identified rare and collectible gems in the midst of regular book donations to the library over the years. Many of those books were offered as live and silent auction items at the event. The event also provided an opportunity to reveal the design plans for a Preschool Interactive Learning Area in the Youth Services department at the Woodmere location. Wiliford briefly reviewed some of the redesign elements including a ceiling mural of Ursa Major constellation, to be painted by local artist Glenn Wolff. The constellation consists of 16 stars which were auctioned off at the event and raised \$2400 of more than \$7000 in total proceeds received from the event. Wiliford gave thanks to all the staff and volunteers who helped make the event a success, with a special thank you to Vicki Carpenter. This celebration was the first of other possible events providing the community an opportunity to engage, celebrate, and support library services.

b. *Financial Report*

Parsons provided an update to her March reports in the board packet, highlighting the following:

- Revenue – Property tax revenue is higher than last year at this time. A recent settlement payment received from the County of \$169,000 will be reflected in next month's statement. Penal fines are received in the summer. Contributions will increase next month due to the receipts from the Funding Future Readers Celebration.
- Expenses – A few line items, such as health insurance, appear high due to payments that are made early in the year but will smooth out throughout the year. Printing costs are down from last year at this time primarily due to Summer Reading Club materials that were produced earlier. We recently received an invoice for a Property tax reimbursement and that amount will appear in next month's report. Overall, expenses are in good shape at this time.

c. *Member Library Reports*

Written reports from Vicki Shurly, Director of Peninsula Community Library, and Renee Kelchak, Director of Interlochen Public Library, were included in the board packet.

d. *Committee Reports*

- Facilities and Services Committee – Payne reported that the Facilities and Services Committee had met and discussed the following topics: roof and boiler update; Teen Services and Youth Services; carpeting; parking; and the lighting retrofit. No decisions for consideration have been made.
- Finance Committee – Kachadurian reported that the Finance Committee had met for an informational meeting regarding investment changes and the diversification of investment institutions, none of which required board approval.
- Personnel Committee – Jones reported that the Personnel Committee had met simply to touch base since there had not been a meeting since last November. All is well following the settlement of the Teamsters Union contract.
- Policy Committee – President Gillman noted that the Policy Committee did not meet.

e. *Other Reports and Communications*

- Friends' Report – Maryln Lawrence, Friends Board President
Lawrence invited everyone to the Friends of TADL Annual Book Sale taking place April 29-30 at the Main Branch. Books can be purchased for \$1 or \$2 each.

7. *Old Business*

a. *Proposal for Legal Services from SHRR*

President Gillman noted that an option to bid out for legal services will come before the board in the future, but in the meantime an updated contract is needed with the current provider, Smith Haughey Rice and Roegge (SHRR). Zeits (Counsel) explained that the proposal presented for legal services is the same as it has been since 2015, with a flat fee retainer for specific routine services and \$175 per hour for matters outside of the flat fee parameters. It was **MOVED** by

Kachadurian, SUPPORTED by Jones to approve the proposal terms for legal services from SHRR as presented. A roll call vote was taken with the following results:

Marek – aye	Gersch Leff – aye
Moyer – aye	Kachadurian – aye
Gillman – aye	Payne – aye
Jones – aye	

Motion CARRIED.

8. New Business

a. Regular Board Meeting of August 17, 2017 Location Change

Parsons reported that a conflict arose with the Interlochen Public Library meeting space planned for the August 17, 2017 TADL regular board meeting that was approved at the annual meeting in January, however the meeting can be accommodated at TADL in the McGuire Community Room and public notice could be announced as such. All members agreed with the change in location.

b. Technology Services Agreement Suttons Bay Bingham District Library

TADL's Assistant Director for Technology, Scott Morey, reviewed the basic terms of the agreement for technology services between TADL and Suttons Bay Bingham District Library (SBBDL). He feels that it will be a successful and easy project. TADL has already established a good working relationship with the Director of SBBDL since he was the Director of Kalkaska County Library (KCL) when TADL originally entered into its tech services agreement with KCL. In response to Kachadurian's inquiry, Morey noted that, with the recent addition of technology services to Interlochen Arts Academy as well, there are more outside records handled on the server than records within the TADL district. It was MOVED by Payne, and SUPPORTED by Marek, to enter into agreement for technology services with Suttons Bay Bingham District Library as presented. Motion CARRIED.

TADL's Assistant Director for Technology, Scott Morey, was recognized by board members for continuing to form positive working relationships with our neighboring libraries to enhance library services in the area.

c. ACH Authorization Agreement Resolution

As discussed at the Finance Committee meeting, with information Parsons received regarding CD-interest rates through Wells Fargo, the time is right to move a matured CD from Fifth Third Bank to Wells Fargo and also diversify investment institutions. TADL had an ACH agreement with the investment broker facilitating the transaction in the past but an update regarding current TADL personnel authorizations is necessary. Jones read the ACH Authorization Agreement Resolution. It was MOVED by Kachadurian, SUPPORTED by Payne to approve and sign the authorization agreement resolution as presented which will allow Parsons to make necessary investment transactions. A roll call vote was taken with the following results:

Marek – aye	Gersch Leff – aye
Moyer – aye	Kachadurian – aye
Gillman – aye	Payne – aye
Jones – aye	

Motion CARRIED.

9. Public Comment

President Gillman opened the floor for public comment. There was none.

Payne added that Interlochen Public Library has a final floor plan for their new library building. The engineers of the project have received outstanding assistance and support from TADL's Scott Morey, Gail Parsons, and Jill Porter.

10. **Adjournment**

With a motion by Payne and support from Jones, President Gillman adjourned the meeting at 5:35pm.

Respectfully submitted,


V. Carpenter, Recording Secretary

Approved by board vote on May 18, 2017.


Joseph Jones, Board Secretary

NORTHWESTERN REGIONAL AIRPORT COMMISSION
CHERRY CAPITAL AIRPORT
REGULAR MEETING
MINUTES
APRIL 25, 2017
3:00 P.M.

A. Pledge of Allegiance

B. Roll Call:

Present	Chairman	Mark Eckhoff
	Commissioners	Dan Ahrns, Doug DeYoung, Bob Johnson, Tom Kern, Debra Rushton
	Secretary	Kevin Klein
	Counsel	Chuck Judson, Karrie Zeits
	Others	Luanne Zak, Dan Sal, Heather Sexton, Bob Nelesen, Neil Morrison, Sandy Coobac, Richard Whitmer, Randy Chapman, Bill Ropposch, Chief Jim Tuller
Absent		Lee Foerster (excused)

The Chairman called the meeting to order at 3:00 p.m. The Secretary called the roll and advised the Chairman a quorum was present.

C. Review and Approval of the Agenda:

Airport Director Klein requested the addition of item 2 to New Business: Request for State Grant – Capital Improvement and Equipment Project. (Memo No. 16-17).

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

D. Public Comment: None

E. Reading and Approving Previous Meeting Minutes:

1. The regular meeting minutes of March 21, 2017 were reviewed by the Commission.

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

F. Reading of Communications:

1. The MDOT Passenger Statistics Report for March 2017 was received and filed.

G. Reports of Standing Committees: None

H. Reports of Special Committees:

Commissioner DeYoung gave a report of the Building and Grounds Committee meeting of April 21, 2017 which follows:

The Committee reviewed a request from Randy Chapman to construct a hangar for the storage of aircraft and in the near future fractional aircraft ownership management and eventual expansion to small aircraft charter.

The Committee reviewed the site plans and drawings. The hangar Mr. Chapman proposes is 80' wide x 60' long and will be built by Peninsula Construction. The location would be north of the Avflight underground storage fuel farm site on the west side of Airport Access Road.

The leased site will be 100' wide x 240' long. The proposed rate will be \$.24 per square foot.

The Committee recommended approval of the project concept to the full Board and recommended staff proceed forward with lease negotiations.

In November 2016, the NRAC approved Mead & Hunt to provide bid documents for the replacement of carpet in the commercial passenger terminal building.

Mead & Hunt provided conceptual drawings to be reviewed by the Committee and a 95% Owner Review and Opinion of Probable Construction Costs. The Committee discussed the total project of \$624,109 noting that \$93,634 was for TSA costs to supervise the move of the security checkpoint equipment by the TSA contractor, Raytheon. The NRAC has \$500,000 budgeted for the project.

The Airport Director informed the Committee that the intent was to start the project in the spring of 2017. However, the airlines have indicated the need to install new ADA compliant self-ticketing kiosk machines in the lobby. Therefore, the carpeting project was delayed until the fall of 2017 as the airlines are going to have to cut the floor to install electrical conduit.

Commissioner DeYoung requested that planning for future baggage tag equipment be included and to ensure there is enough electrical conduit within the floor for that purpose. Commissioner DeYoung also wanted to ensure there was ample power between the baggage claim carousels.

Discussion took place. Mead & Hunt will proceed to final design based on the fall schedule.

Commissioner Ahrns left the meeting at 10:29 a.m.

Discussion took place regarding the security checkpoint roll gate. The Airport Director presented multiple pictures of the roll gate binding and bending and discussed multiple issues with the roll gate motor.

The roll gate is approximately 13.5 years old and is in need of replacement. The NRAC budgeted \$25,000 for this replacement. Discussion followed.

The Airport Director reviewed the baggage makeup and baggage claim entry and exit doors. These roll doors are 13.5 years old and have been struck multiple times by airline tugs and have been repaired multiple times. The doors can no longer function without manual operation.

In the last 6 weeks, the airlines have left the doors open multiple times resulting in frozen and broken pipes, water damage to the carousel and baggage conveyors at a cost of approximately \$10,000; not all invoices have been received.

Commissioner DeYoung toured the facility prior to the meeting and was concerned about the speed at which the tugs are operating and the damage not only caused to the doors, but to the building itself. The Airport Director provided photos for the Committee to review and recommended that the Committee approve a proposal for Mead & Hunt to amend their current carpet contracts to provide the following services on the door and security checkpoint issues:

- Investigate the existing conditions
- Analyze the conditions and determine solutions for each condition
- Recommend solution to Client. Provide narrative and sketch(es) to describe the proposed solutions.
- Prepare sketch(es) and performance-based technical specifications and/or specify products on the drawings for use by Client in executing the work.

The amount of the contract amendment is \$18,000. The NRAC has \$40,000 budgeted to repair/replace these doors.

The Committee recommended approval of the Mead & Hunt contract amendment #1 by the full Commission.

The Airport Director discussed the Runway 10 project and provided a presentation for the Committee. The Airport Director will provide a brief summary presentation for the full Commission at the April 25 meeting. Much discussion followed concerning the schedule, and notification to tenants/airlines/public. The Airport Director shared

concerns about the looming Federal Government shutdown and the release of grant program funding for this project.

The Airport Director provided an update on the Costco project relating to site development. Airport Director Klein informed the Committee that he is working with the Road Commission on a license agreement for drainage off of South Airport Road and an agreement to continue the traffic study by Costco if any other properties are developed to ensure a stop light is installed at Judson Street and South Airport Road, if warranted.

The Airport Director reviewed the plans for the paving of South Airport Road and the moving of the water main to accommodate acceleration and deceleration lanes. Costco will be providing the NRAC with numbers for the NRAC share of the cost for these developments in the next couple of weeks. Costco has stated that the site costs are under budget and the building costs are over budget. Discussion followed.

The Airport Director informed the Committee that the airport will pay the contractor direct for the construction of the pad to display the USCG Falcon jet. Assistant Director Sal has been investigating the site and recently met with the City and Miss Dig to determine the location of the underground utilities within the area. Assistant Director Sal expressed concern that the water main in the area could be problematic to this location. Discussion followed.

The Airport Director informed the Committee that a letter went out to all t-hangar tenants and those on the hangar waiting list concerning the operation and lease ability of the seven old west t-hangars. The letter outlined the intent of the Committee, as discussed in November 2016, to allow vacated hangars to remain vacant until the building can empty on its own in preparation for reconstruction.

Discussion of the previous west side hangar private developer took place.

The Commission discussed the matters as Commissioner DeYoung provided his report.

It was moved by Commissioner Ahrns and supported by Commissioner Rushton to approve the minutes of the Building and Grounds Committee meeting as presented. MOTION PASSED.

It was moved by Commissioner Kern and supported by Commissioner Johnson to approve the Chapman hangar project concept and for staff to proceed forward with lease negotiations. MOTION PASSED.

It was moved by Commissioner Kern and supported by Commissioner Rushton to approve the Mead & Hunt contract amendment #1 in the amount of \$18,000. MOTION PASSED.

Airport Director Klein gave a presentation on the Runway 10 project construction.

I. Unfinished Business: None

J. New Business:

1. Cherry Capital Airport and the City of Traverse City have an agreement under which the City supplies firefighting services to the Airport with the costs of that service reimbursed by the Airport. The original contract expired on June 30, 2016.

In June and December, the NRAC approved amendments to the contract to adjust the hourly rate to \$49.31 and extend the term to June 30, 2017 to allow the City's bargaining unit negotiations to be completed and an analysis of projected costs to be performed.

Negotiations have been completed. The proposed new contract will be for a term of three years and the current terms will remain essentially the same. Rates are as follows:

July 1, 2017 through June 30, 2018	\$50.25 per hour
July 1, 2018 through June 30, 2019	\$51.20 per hour
July 1, 2019 through June 30, 2020	\$52.15 per hour

Based upon the recommendation of the Airport Director, it was moved by Commissioner Ahrns and supported by Commissioner Kern to approve an agreement with the City of Traverse City for firefighting services under the conditions outlined above. MOTION PASSED.

2. The Airport currently owns a set of air stairs that are used by Avflight primarily for servicing charter flights. The stairs are in need of replacement due to their deteriorating condition from age.

The State of Michigan is offering a grant for the purchase of new stairs through the Capital Improvement and Equipment Project. The goal is to get a new set or sets of stairs to accommodate a multitude of aircraft. The grant amount available is \$10,000.

The cost of stairs is estimated not to exceed \$30,000. Since they primarily use them, Avflight is willing to participate in the cost of new stairs. The NRAC will have ownership of the stairs and Avflight will be allowed to use them, as has been past practice. The not to exceed costs will be as follows:

State of Michigan	\$10,000
NRAC	\$10,000
Avflight	\$10,000

Based upon the recommendation of the Airport Director, it was moved by Commissioner Kern and supported by Commissioner Rushton to execute the contract with the State of Michigan in the amount of \$10,000 for the purchase of air stairs. A roll call vote was taken: Ahrns-yes, DeYoung-yes, Eckhoff-yes, Johnson-yes, Kern-yes, Rushton-yes. MOTION PASSED.

- K.
1. The Airport Director reviewed the Activity Report for the Commission.
 2. The Airport Director reviewed the Operations Report for the Commission.
 3. The Airport Director reviewed the Accounts Receivable Report for the Commission.

L. Public Comment:

Chief Jim Tuller thanked the Commission for approving the contract. There is a lot of work that goes into negotiating the contract. TCFD has been working with North Flight Aero Med on scenario-based training with their new equipment and reviewing emergency plans with them, and TCFD is working on preparing for the Cherry Festival airshow. TCFD is happy to be at Cherry Capital Airport.

M. Commissioner Comment:

Commissioner DeYoung indicated that he may not be at the May meeting since he will be out of State.

N. Adjournment:

There being no further business to come before the Commission, the Chairman adjourned the meeting at 4:18 p.m.

Respectfully submitted,


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

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

MINUTES OF THE APRIL 28, 2017 MEETING

PRESENT: Soffredine, Randall, Harrand Board
Hansen, Coleman, Barnes, Gratton Staff
Crawford Commission

GUESTS:

The regular meeting of the Grand Traverse County Department of Health and Human Services Board was called to order at 9:00 a.m. by Board Chair Ralph Soffredine in the Board Room at the Grand Traverse Pavilions.

Public Comment/Input – 9:06 am - Crawford, 4755 Springbrook Drive, Williamsburg, MI 49690. Crawford stated that they selected a search firm to assist in recruiting a County Administrator. The firm plans to meet with the commissioners and staff. A special study session is scheduled on May 10 regarding the pension to review their options. Crawford stated that the Commission on Aging Director is on a 30 day medical leave and she is not sure if her leave will be temporary or permanent. Crawford announced and invited all to help out with building the new playground at the Civic Center on May 9 from 9am-5pm.

End 9:04 am

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

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

REVIEW AND FILE

1. Minutes of the 3/31/17 Board Meeting
2. Aspen Resident Council minutes of 2/21/17
3. Birch Resident Council minutes of 2/15/17
4. Cherry Resident Council minutes of 2/23/17
5. Dogwood Resident Council minutes of 2/22/17
6. Elm Resident Council minutes of 2/23/16
7. Pomianek Thank You
8. Butz Thank You
9. Beers Thank You
10. Thompson Thank You
11. Mary Pat Randall Resignation Letter
12. The Compass - April Issue
13. P.E.P. Talk Employee Newsletter – April Issue
14. 2017 Media Report - February

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

Staff Presentation – Jamie Wilson, Staff Development Coordinator - Hansen introduced Wilson who provided an overview of the Customer Service Initiative and explained that the goal is to go from being great to being exceptional through developing a customer service culture. Wilson explained that this process is separated into multiple service groups that are led by individuals throughout the organization. These “champions” have been working on implementing the customer service initiative by creating their own sub-teams that have already accomplished sending out a resident satisfaction survey, developing training tools for management and front line staff and creating the “Service from the Heart” slogan, logo and communication materials. Wilson shared the Customer Service Philosophy and Standards. An eight hour training session is scheduled in August for management. Front line staff will have their training in the fall so there will be a few months for them to see how management is starting to make those changes.

Wilson out 9:23

First Quarter Overtime Report - Hansen reviewed the written report indicating that overtime for the 1st quarter is at 2.34% of payroll which is a slight decrease from last quarter and hopes to see the trend continue. Hansen stated this overtime is mainly coming from Clinical Services due to open CNA positions.

First Quarter Incident Report - Hansen reported that there were two (2) incidents reported for the Medical Care and two (2) incidents from The Cottages.

First Quarter Annual Plan 2017 Update - Hansen stated that the main focus this quarter was to complete the application process and operational development for PACE North. Staff has been working on implementing the customer service initiative. Progress has been made on the Mission and Vision statement and Hansen provided the Board with a final version in the packet for their approval. The admission process has been expanded to include the ability to “pre” admit some residents while they are still over in the hospital setting. This was made possible after meeting with Munson executives who agreed to work together in the admission process for a smoother transition.

PACE Update – Hansen shared some good news that the Foundation has received a \$50,000 grant for PACE from the Bierdman Foundation. The Foundation also received a Zonta grant for PACE of \$5000. Hansen stated that Sharon Essi, Executive Director of PACE North, was out of the office for much of the month due to a family emergency so not as much progress was made. Hansen and staff continue to work with the architects to try to scale back the plans but the savings so far has not been worth cutting back from the original design. Hansen has held several meetings regarding the financing of PACE North and continues to seek out options for financing and/or equity partners. Hansen stated that PACE North has received the determination letter from the IRS for its non-profit tax exemption. Hansen also shared the process of recruiting a Medical Director has begun.

Chief Executive Officer Report – Hansen reviewed his written report and shared that PACE has consumed a lot of his time during the month of March as well as staff were busy with the customer service initiative. The RN Unit contract has entered a process called “fact finding”.

Hansen stated our attorney continues to communicate with Teamsters and the fact-finding hearing is scheduled for June.

Financial Report - Hansen reviewed the financial report for March 2017. Hansen reviewed the voucher review for March 2017 and found no exceptions. The Social Accountability was reviewed for March 2017 which totaled \$1,107,900.00 in uncompensated care and services year-to-date provided by Grand Traverse Pavilions. Motion made by Randall to accept the financial report for March as presented. Motion seconded by Harrand and carried unanimously.

Mission/Vision Statements – Hansen reviewed the mission and vision statements. Motion made by Randall to accept the mission and vision statements as presented. Motion seconded by Harrand and carried unanimously.

PACE - Resolution 2017 - 2 – Hansen stated as previously discussed in the February Board meeting, at this time there has been no other equity partners that have given their formal commitment to PACE North. Other funding is necessary for start-up funding that PACE development requires. Hansen requested to set up a separate reserve account to provide funds of up to \$1,250,000 from its General Operating Fund towards operating working capital needs of PACE North. Any funds contributed, loaned or services provided by Grand Traverse Pavilions towards the operations of PACE North will be accounted for with the intention that said funds would be reimbursed back to Grand Traverse Pavilions at a point in time when PACE North is financially stable. Motion made by Randall recommending approval from the Grand Traverse County Board of Commissioners for Grand Traverse Pavilions to establish a reserve account to provide funds of up to \$1,250,000 from its General Operating Fund towards operating working capital needs of PACE North, Seconded by Harrand and carried unanimously.


Grand Traverse Pavilions Announcements -

- (1) March 2017 Star Award - Hansen reviewed weekly winners

Public Comment/Input – None

Meeting adjourned at 10:03 a.m.

Signatures:



Ralph Soffredine - Chair

Grand Traverse County Department of Health and Human Services Board



Korvyn R. Hansen, Assistant-Secretary

Date: May 26, 2017

Approved
Corrected and Approved



Sharon E. Vreeland, Coordinator
 1758 Black Bark Ln
 Traverse City MI 49696
 Cell: 231-715-1165
 sevreeland.gtcc@gmail.com

Addiction Treatment Services
 Area Agency on Aging
 Brickways
 Catholic Human Services
 Child and Family Services
 Conflict Resolution Services
 Department of Health & Human Services
 Disability Network/Northern Michigan
 Father Fred Foundation
 Goodwill Industries of N MI
 Grand Traverse County Health Department, Sheriff's Department, Prosecutor, Courts, MSUE, COA Commissioners
 Grand Traverse Pavilions
 Habitat for Humanity
 Health Department of NW MI
 The Little Collaborative
 Lutheran Child & Family Services
 Michaels Place
 Munson Healthcare/Medical Center
 Northern Lakes CMH
 NMC Bridge Learning Community
 Northwest Michigan Health Services, Inc.
 NW Mich Community Action Agency
 NW Michigan Works/Networks Northwest
 Pine Rest Christian Mental Health
 Third Level Crisis Intervention
 Traverse Bay Area ISD
 Traverse Bay Childrens Advocacy Ctr
 Traverse City Public Schools
 Traverse Health Clinic
 Women's Resource Center

MISSION:
 To facilitate the development of collaborative locally-based health and human services that enhance the lives of all our community members.

GOALS:
 Focus on prevention strategies to impact children, families and seniors.
 Enhance support systems for community members through coordination and collaboration.

Advocate for solutions for community-defined problems.

COLLABORATIVE MEETING
Thursday, May 25, 2017 – 8:00 9:15 a.m.
MIWORKS! South Conference Room
1209 S. Garfield Ave., Traverse City

Present: Jeslyn Agee, The Salvation Army; Debbie Aldridge, Benzie-Leelanau Health Department; Chip Cieslinski, Catholic Human Services; Mi Ditmar, Traverse Health Clinic; Catalina Esparza, NW MI Health Services, Inc.; Theresa Evans, Northern Lakes CMH; Rebecca Ferrill, DHHS; Kelly Fitzpatrick, Women's Resource Center; Karen Fulkerson, Little Collaborative; Melinda Gubbins, DHHS; Heidi Gustine, Area Agency on Aging; Deb Haase, Fatehr Fred Foundation; Ingemar Johansson, NW MI Health Coalition; Emily Llore, GT Region Oral Health Clinic; Jim Moore, Disability Network; Jenifer Murray, CHIR Consultant; Lady Palmer, NW MI Health Services, Inc.; Natalie Rindlisbacher, Networks Northwest; Val Stone, Goodwill; Jenn Strange; Traverse Health Clinic; Gwen Taylor, Traverse Bay Area Child Advocacy Center; Alan VanderPaas, BATA; Sharon Vreeland, GTCC; Jennifer Weber, GT Family Court; Diane Wemlinger, TrueNorth; Lena Wilson, Child & Family Services;

Welcome, Introductions, AND Agency Updates and Sharing (8:00 – 8:20)

- **DHHS SER relief for heating and energy ends May 31.**
- **Salvation Army:** has a summer day camp for \$80/week and provides a half-off scholarship for families at or below 150% of poverty level. Applications available on their website: <https://satraversecity.org/traversecity/Child-and-youth-programs>
- **BATA** thanked the community for support for the millage renewal/increase
- **HelpLink/Little Collaborative:** has posted a position for a HelpLink program manager. More information available at <http://www.littlecollaborative.org/job-openings>
- **Women's Resource Center:** has 20 women housed currently. Volunteer training coming up June 26-29; 4 nights and a total of 10 hours. Info available at their website: <http://www.womensresourcecenter.org/volunteer>
- **TrueNorth emPower:** still has funds available for heat and electric assistance, but will probably run out within a week. Will keep everyone posted via the collaborative. Consumers Energy funds for people above the poverty level or people who have maxed out on emPower assistance are available through Diane Wemlinger
- **Child & Family Services:** 30 for 30 fundraiser for crisis services went well – thank you!

Financial Update: close to meeting budget for the year. If you have not provided a contribution yet, please do!

Community Health Innovation Region Hub (“CHIR”, pronounced “shire”) for Benzie, Leelanau, and Grand Traverse Counties (8:25-8:55): Jenifer Murray, RN, MPH, JHM Consulting LLC; Jodi Kelly, Community Health Director - GT County Health Department; Debbie Aldrich, Benzie-Leelanau Health Department, CHIR Hub Coordinator for Benzie/Grand Traverse/Leelanau

- PowerPoint attached
- Closing the loop to get people to needed services and positive outcomes
- 3-year Planning grant from CMS created State Innovation Model: Improve Health; Lower Costs; Improve Care
- First Phase Counties are the 10 counties in the northwest lower quadrant of the state. Second Phase Counties include northeastern counties and south to mid-state. This is one of 5 regions statewide.
- Committed to Collective Impact
- Primary focus on unnecessary emergency room utilization. Secondary focus will be obesity.
- Focus on surrounding children and adults enrolled in or eligible for Medicaid with good supports, enabling them to better access primary care practices instead of emergency departments, and strengthening the whole healthcare system.
- Improved access to behavioral health and oral health services
- ABL Change Model Training will be held June 5-6 at the Grand Traverse. Remaining spaces are limited. Focuses on social determinants of health. Emily Llore at the Oral Health Coalition can provide additional information -E.Llore@nwhealth.org or (231) 995-6129
- Link to more information and registration: <https://www.surveymonkey.com/r/NorthernCHIR>
- The CHIR has contracted with Networks Northwest to perform 10-County asset mapping for all social services and related agencies. Their list to contact contains over 900 entries and growing. Goal is to complete this summer. Will be on-line web-based. A task force is kicking off next week.

Senior Reach – Theresa Evans, Northern Lakes Community Mental Health:

- <http://www.northernlakescmh.org/senior-reach/>
- Powerpoint attached
- Identify and serve at-risk people aged 60+ who are living independently
- Provides an elder-friendly, telephone-based single point of contact for seniors to connect to needed services.
- In-home needs assessment and individualized plan of service based on client needs and desires
- Average length of services is 2-3 months. Solution-focused and strength-based.
- Outcome statistics to date indicate strong decreases in depressive symptoms and negative impacts of health concerns in participants’ lives, and strong increases in utilization of needed services and perceptions of improvements in personal lives.
- To refer a senior, find out how to become a community partner, or get more information, call (844) 933-4930.

Adjourned at 9:15 a.m.

**2017 COLLABORATIVE MEETING DATES
All at Michigan Works! Conference room EXCEPT annual meeting**

**June 22 – Strategic Planning Discussion
NO MEETING IN JULY
August 24
September 28
October 26 – ANNUAL BREAKFAST MEETING
November 30
NO MEETING IN DECEMBER**



STATE OF MICHIGAN

DEPARTMENT OF HEALTH AND HUMAN SERVICES
GRAND TRAVERSE, KALKASKA & LEELANAU COUNTY

RICK SNYDER
GOVERNOR

NICK LYON
DIRECTOR

May 9, 2017

Chris Cramer
Administrative Assistant
Grand Traverse County
400 Boardman Avenue
Traverse City, MI 49684

Dear Ms. Cramer:

This correspondence is to inform you that the Grand Traverse Department of Health and Human Services has voted to include our liaison from the Board of Commissioners as a non-voting ex-officio member.

If you have further questions, please do not hesitate to contact me at 231-929-2516.


Sincerely

Dawn McLaughlin
Director

/eja

Grand Traverse County Board: Ralph Soffredine • MaryPat Randall • Rodetta Harrant
Kalkaska County Board: Carol Karas • Betty Blake • Lisa Anderson
Leelanau County Board: Egan McGlynn • Robert Brown • Greg McMorrow
GRAND TRAVERSE & LEELANAU: 701 SOUTH ELMWOOD AVENUE, SUITE 19 • TRAVERSE CITY, MICHIGAN 49684-3185
KALKASKA: 503 NORTH BIRCH STREET • KALKASKA, MICHIGAN 49646
www.michigan.gov/mdhhs • Grand Traverse & Leelanau: 231-941-3900 • Kalkaska: 231-258-1200

Action Request

	Meeting Date: June 7, 2017	
	Department: Administrator's Office	Submitted By: JDeHaan
	Contact E-Mail: JDeHaan@grandtraverse.org	Contact Telephone:
	Agenda Item: Renewal of Agreement for Google Apps and Vault	
	Estimated Time:	Laptop Presentation: No
Type of Request: Contract - Renewal		Requested Action: Action
Summary Of Request:		
<p>-In 2011, the County replaced an on-site mail server with Google Apps and has subsequently renewed the services on an annual basis.</p> <p>-Google works through third-party integrators (Onix Networking) to provide the Google Apps services and requires annual services agreements.</p> <p>-The County holds licenses for services for County users, City users, and East Bay Township users.</p> <p>-Funding for the services is provided by the departments and agencies utilizing licenses and services.</p> <p>-The term of the Agreement is one-year from 7/8/2017 - 7/7/2018.</p>		
Suggested Motion:		
Approve the Agreement with Onix Networkign Services to renew Google Apps services at a cost not-to-exceed \$47,795.00 and to authorize the Board Chair to sign the necessary documents to effectuate this action.		
Financial Information:		
Total Cost:		Fund:
If not included in budget, recommended funding source:		
Local Preference: No	Vendor Selection:	Grant Source:
Impacts to Other Departments and/or External Agencies:		
Approved / Reviewed by:	Approved	Reviewed
Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Finance Director	<input type="checkbox"/>	<input type="checkbox"/>
Human Resources Director	<input type="checkbox"/>	<input type="checkbox"/>
Civil Counsel	<input type="checkbox"/>	<input type="checkbox"/>
Department Head	<input type="checkbox"/>	<input type="checkbox"/>
Strategic Plan Impact:		
<input type="checkbox"/> Goal One <input type="checkbox"/> Goal Two <input type="checkbox"/> Goal Three <input type="checkbox"/> Goal Four <input type="checkbox"/> Goal Five <input type="checkbox"/> Goal Six <input type="checkbox"/> Goal Seven <input type="checkbox"/> Goal Eight		
Proposed Performance Measures/Indicators:		
None		
Follow-Up Requirements:		
None		
Miscellaneous:		
None		
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Attachment Titles:
		Onix

RESOLUTION

xx-2017

Renewal of Agreement for Google Apps and Vault

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on June , 2017, and reviewed request to approve the Agreement with Onix Networking Services to renew Google Apps services at a cost not to exceed \$47,795.00; and,

WHEREAS, in 2011, the County replaced an on-site mail server with Google Apps and has subsequently renewed the services on an annual basis; and,

WHEREAS, Google works through third-party integrators (Onix Networking) to provide the Google Apps services and requires annual services agreements; and,

WHEREAS, the County holds licenses for services for County users, City users, and East Bay Township users; and,

WHEREAS, Funding for the services is provided by the departments and agencies utilizing licenses and services; and,

WHEREAS, the term of the Agreement is one-year from 7/8/2017 thru 7/7/2018.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approves the Agreement with Onix Networking Services to renew Google Apps services at a cost not to exceed \$47,795.00 for the period July 8, 2017 through July 7, 2018, and authorizes the Board Chair to sign the necessary document to effectuate this action.

APPROVED: June 7, 2017



Onix Networking Government Customer Agreement

G Suite

This Agreement, including all Exhibits attached hereto or referenced herein, (the "Agreement") is entered into by and between Onix Networking Corporation, an Ohio corporation, with offices at 18519 Detroit Avenue, Lakewood, Ohio 44107 ("Onix") and Grand Traverse County, with offices located at Grand Traverse County, 400 Boardman Avenue, Traverse City, MI 49684 hereinafter referred to as ("Customer"). Onix and Grand Traverse County are sometimes referred to collectively herein as the "Parties" and individually as a "Party." This Agreement is effective as of the date signed by both parties (the "Effective Date").

WHEREAS, Onix is an authorized Google G Suite Reseller; and Customer wishes to license Google G Suite;

NOW, THEREFORE, Onix and Customer hereby agree as follows:

1. **User Licenses.** "User Licenses" means the Google hosted services currently known as "G Suite Basic" and/or "G Suite Business" (as the services may be renamed from time to time) provided by Google and used by Customer under this agreement.
 - 1.1. "Users" mean employees of Customer authorized by Customer to access the User Licenses. User Licenses are sold by Onix on a per User, per year basis. "User License Fees" are the fees charged by Onix per User, multiplied by the number of Users as specified in the Onix Networking Services Schedule (Exhibit A).
 - 1.2. User Licenses will be delivered to Customer in electronic format. The User Licenses shall be deemed accepted by Customer upon provisioning of the Customer domain with the specified number of User Licenses.
2. **Google G Suite License.** Customer agrees to comply with the terms and conditions of the "Product Passthrough Terms – Google Apps for Work (for Customers)" at http://www.carahsoft.com/application/files/5014/4545/3072/GAFW_Passthrough_10_21_2015.pdf.
3. **Professional Services.** "Professional Services" means the G Suite professional services and training provided by Onix as specified in the Onix Networking Services Schedule (Exhibit A). Onix will provide to Customer each Professional Service specified in the Onix Networking Services Schedule.
4. **Term.** The initial term of this Agreement shall be twelve (12) months beginning on the Effective Date (the "Initial Term"). Thereafter, this Agreement may be renewed for consecutive renewal terms of twelve (12) months (such renewal terms together with the Initial Term, the "Term"), by written notice thirty (30) days prior to the end of the applicable Term.
5. **Fees and Billing.** Onix will bill Customer for the User License Fees and Professional Services (the "Total Fees") as specified in the Onix Networking Services Schedule (Exhibit A) on or after the Effective Date.
 - 5.1. All User Licenses Fees are binding and final as of the Effective Date. All User License Fees are non-refundable for any Term.
 - 5.2. Total Fees are due thirty (30) days from the effective date. All payment due are in U.S. dollars. Customer is responsible for any and all applicable U.S. taxes (other than Onix's income tax) associated with the Total Fees.
 - 5.3. Onix may revise its fees (including, but not limited to the User License Fee) with at least thirty (30) days prior written notice to Customer, effective for the following term.
6. **Force Majeure.** Onix shall not be liable for inadequate performance of its obligations under the Agreement to the extent caused by a circumstance beyond its reasonable control, including, without limitation, Domain Name Server issues outside its direct control, labor strikes or shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages.

By signing below the parties acknowledge that they have received, understood and agreed to, in a legally binding manner, all components of the Agreement.

Customer: Grand Traverse County

Signature _____

Print Name _____

Title _____

Date _____

Onix Networking Corp.

Signature _____

Print Name Timothy S. Needles

Title President / CEO

Date _____



ONIX NETWORKING CORPORATION
Enterprise Group
18519 Detroit Ave. • Lakewood, OH 44107
(800) 664-9638 • Fax (216) 529-3020 • www.onixnet.com



Date:	5/24/2017
Contact:	Jon Wilson
Email:	jwilson@grandtraverse.org
Phone:	231-922-4722
Address:	Grand Traverse County 400 Boardman Avenue Traverse City, MI 49684

G Suite
Solution Proposal

Quote No:	LA05162017 - 01
Onix Contact:	
Name:	LaVia Allen
Email:	lavial@onixnet.com
Phone:	(216) 529-3058
Account Manager:	Brian Mansell
Email:	brian@onixnet.com
Phone:	216-529-3035

Google Apps Domain:	grandtraverse.org
----------------------------	-------------------

Price Quotation - G Suite				
Product Sku	Description	Price	Quantity	Extended Price
GAPPS-PREM-1USER-12MO	2017 Renewal: G Suite 12 month license/support term; 1 seat; Term Dates: 7/8/2017 - 7/7/2018	\$47.50	790	\$37,525.00
GAPPS-VAULT-1USER-12MO	2017 Renewal: Google Apps Vault 12 month license/support term; 1 seat; Term Dates: 7/8/2017 - 7/7/2018	\$13.00	790	\$10,270.00
Total				\$47,795.00

This quote expires in 30 days

Address Purchase Orders to:		Company Information:
Onix Networking Corp. 18519 Detroit Ave. Lakewood, OH 44107 (800) 664-9638	EFT: ABA (routing #) 041200555, Acct # 5746000202 DFAS: WinS (Web Invoicing System) GSA Finance Electronic Invoicing System	Onix Networking Corp. 18519 Detroit Ave. Lakewood, OH 44107 www.onixnet.com Cage Code: 0ZZJ6 D&B Number: 80-7896121 Federal ID Number: 34-1729033
<p>All prices are in US Dollars. Payment terms are Net 30 days from receipt of product and/or beginning of maintenance or support. The quote does not include sales taxes. If sales taxes are applicable to this order, they will be included on the invoice.</p> <p>This quotation, and any resulting sale or contract, is subject to and incorporates by reference the License Agreement for Google Apps for Work via Reseller Agreement: https://www.google.com/apps/mli/en/terms/reseller_premier_terms.html The Terms govern customer's access to and use of these services and products and shall not be superseded by any terms contained in a purchase order or any other agreement, unless agreed to and signed by both parties.</p> <p>Submission of an order to Onix Networking Corp. by returning this quote with signature and by submitting an order to Onix Networking Corp. by any other means, including a purchase order, constitutes a non-cancelable purchase.</p>		Status: Small Business

Onix Networking - Confidential Information

By signing this quote, I acknowledge that I am authorized to execute this order on behalf of customer and have carefully read, understand and fully agree to the terms and conditions.

Signature: _____

Print Name: _____

Title: _____

Date: _____



Action Request

Meeting Date:	6/7/17		
Department:	Treasurer	Submitted By:	Heidi Scheppe
Contact E-Mail:	hscheppe@grandtraverse.org	Contact Telephone:	922-4740
Agenda Item Title:	Foreclosure Fund - Excess Proceeds		
Estimated Time:	15 min <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

pursuant to MCL 211.78m (8) (h) regarding the balance of excess proceeds in the Tax Foreclosure Auction Restricted Funds (County Fund 618).

The remaining balance of excess proceeds from 2012 taxes and prior years sold in fiscal year 2015. 72,475.06

Less contingent costs* 0.00

Total remaining balance available for Transfer to the General Fund (1) 72,475.06

Suggested Motion:

Motion to Approve transfer of 2015 excess proceeds from foreclosure fund to General Fund

Financial Information:

Total Cost:		General Fund Cost:		Included in budget:	<input checked="" type="radio"/> Yes <input type="radio"/> No
-------------	--	--------------------	--	---------------------	---

If not included in budget, recommended funding source:

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

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date: _____

Miscellaneous:

Attachments:

Attachment Titles:

RESOLUTION

xx-2017

Foreclosure Fund – Excess Proceeds

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on June 7, 2017, and reviewed request from the Grand Traverse County Treasurer pursuant to MCL 211.78m (8) (h) regarding balance of excess proceeds in the Tax Foreclosure Auction Restricted Funds (County Fund 618); and,

WHEREAS, The remaining balance of excess proceeds from 2012 taxes and prior years sold in fiscal year 2015 was \$72,475.06 and there were no contingent costs; and,

WHEREAS, The total remaining balance available for transfer to the General Fund (1) is \$72,475.06; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approves the transfer of 2015 excess proceeds from the foreclosure fund in the amount of \$72,475.06 be transferred to the General Fund.

APPROVED: June 7, 2017



**HEIDI M. SCHELPE, CPFO
GRAND TRAVERSE COUNTY TREASURER**

400 BOARDMAN AVENUE
TRAVERSE CITY, MI 49684-2577
(231) 922-1735 • FAX (231) 922-4658
EMAIL: HSCHELPE@GRANDTRAVERSE.ORG

June 1, 2017

To: Board of Commissioners

From: Heidi M Scheppe, Grand Traverse County Treasurer

Re: Restricted Funds – Excess Proceeds from Foreclosure Auctions

This memo is sent pursuant to MCL 211.78m (8) (h) regarding the balance of excess proceeds in the Tax Foreclosure Auction Restricted Funds (County Fund 618).

The remaining balance of excess proceeds from 2012 taxes and prior years sold in fiscal year 2015.	72,475.06
Less contingent costs*	0.00
Total remaining balance available for Transfer to the General Fund (1)	72,475.06

*By State Law, contingent costs include liabilities of the fund for title or other legal claims including:

- Reimbursement for all taxes, interest, and fees on property whether or not sold,
- Costs of the sale of the properties,
- Costs of the foreclosure proceedings including, but not limited to, costs of mailing, publication, personal service, and outside contractors,
- Costs of prior years that have not been paid or reimbursed,
- Costs incurred in maintaining foreclosed property,
- Costs for any environmental remediation,
- Costs for the defense of title actions,
- Costs incurred in administering the foreclosure and disposition of forfeited properties, and any costs for any subsequent year that are not covered in that year shall be paid from any remaining balance in prior years.





HEIDI M. SCHEPPE, CPFO
GRAND TRAVERSE COUNTY TREASURER

400 BOARDMAN AVENUE
TRAVERSE CITY, MI 49584-2577
(231) 922-4735 • FAX (231) 922-4656
EMAIL: HSCHEPPE@GRANDTRAVERSE.ORG

Tax Foreclosure Fund 618

December 31, 2016

ASSETS

Cash	718,441.59	
Prepaid Expenses	500.00	
Total Assets		718,941.59

LIABILITIES

Accrued Wages Payable	1,126.94	
Total Liabilities	1,126.94	

FUND BALANCE

Fund Balance Unrestricted	645,339.59	
Restricted auction proceeds 2015	72,475.06	
Total Fund Balance	717,814.65	
Total Liabilities and Fund Balance		718,941.59

Notes:

Negative proceeds of 13,540.59 due to reduced delinquent taxes resulting in reduced delinquent tax fees. Transfer of 2015 excess proceeds to general fund will be transferred in 2017.





Grand Traverse County Treasurer 2016 Annual Report

Treasurer

Heidi M Scheppe, MBA, CPFO

Cindy Green, Chief Deputy

Sarah Gum, Deputy Treasurer

Kristen Lambert, Deputy Treasurer

The mission of the Grand Traverse County Treasurer is to serve taxpayers with respect, professionalism and commitment to customer service above and beyond what is expected.

The County Treasurer is elected to a four-year term and serves as the custodian of all County funds. The Treasurer is a member of the Plat Board, Elections Commission, County Apportionment Commission, County Economic Development Corporation, Treasurer of the Brownfield Redevelopment Authority and Chair of the County Lank Bank Authority.

The Treasurer's Office core responsibilities include:

- Handling and reconciling cash for a 145 million dollar budget.
- Investing County funds while considering fund security, cash flow requirements and adherence to Public Act 20.
- Purchasing and collecting delinquent property taxes for 13 Townships, 2 Villages and the City of Traverse City.
- Working with the local unit Treasurers and Assessors to process any property tax adjustments and report accurate values to the State of Michigan and taxing jurisdictions.
- Selling and maintaining accurate records of all dog licenses in the County.
- Providing Deed Tax Certifications and Delinquent Tax Search services.
- Providing passport processing services.

June 1, 2017

I hereby submit this annual report to the County Board of Commissioners. I hope you find it informative; and I encourage you to contact me with any questions or comments. Please note the 2016 information contained in this report is unaudited.

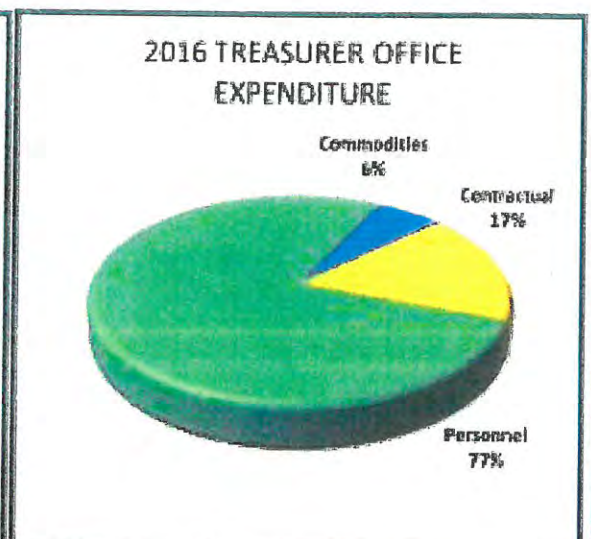
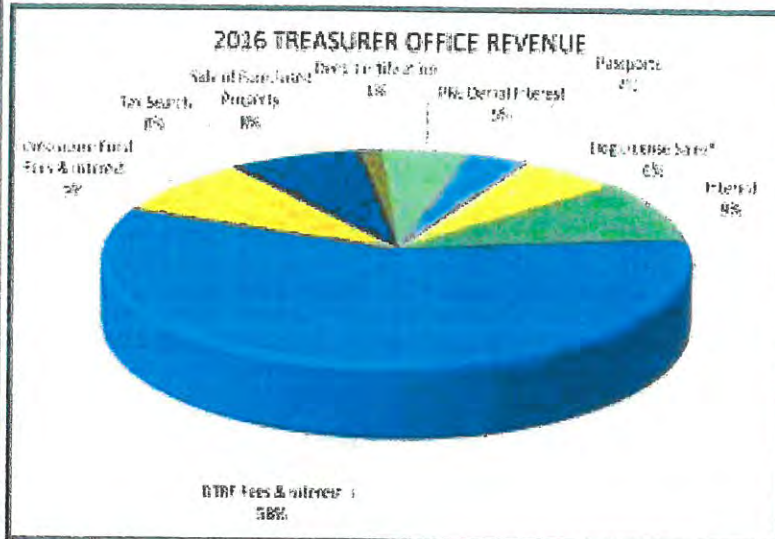
Respectfully submitted,

Heidi Scheppe

Treasurer's Office Revenue vs Expenditure

2016 Total Treasurer Revenue		2016 Total Treasurer Expenditure	
Interest	\$ 126,479.76	Personnel	\$ 330,012.89
DTRF Fees & Interest	\$ 785,310.09	Commodities	\$ 26,723.89
Foreclosure Fund Fees & Interest	\$ 117,281.30	Contractual	\$ 25,340.32
Tax Search	\$ 2,871.25	General Fund	\$ 382,077.10
Sale of Foreclosed property	\$ 105,275.30	Personnel	\$ 66,051.67
Deed Certification	\$ 18,029.95	Commodities	\$ 4,185.56
PRE Denial Interest	\$ 70,967.90	Contractual	\$ 64,027.55
Passports	\$ 52,400.00	Foreclosure/PRE Fund	\$ 134,264.78
	\$ 1,278,615.55	Total Expenditure	\$ 516,341.88
Dog License Sales*	\$ 79,460.00		
Total Revenue	\$ 1,358,075.55		

*Collected in office for Animal Control



New in 2016

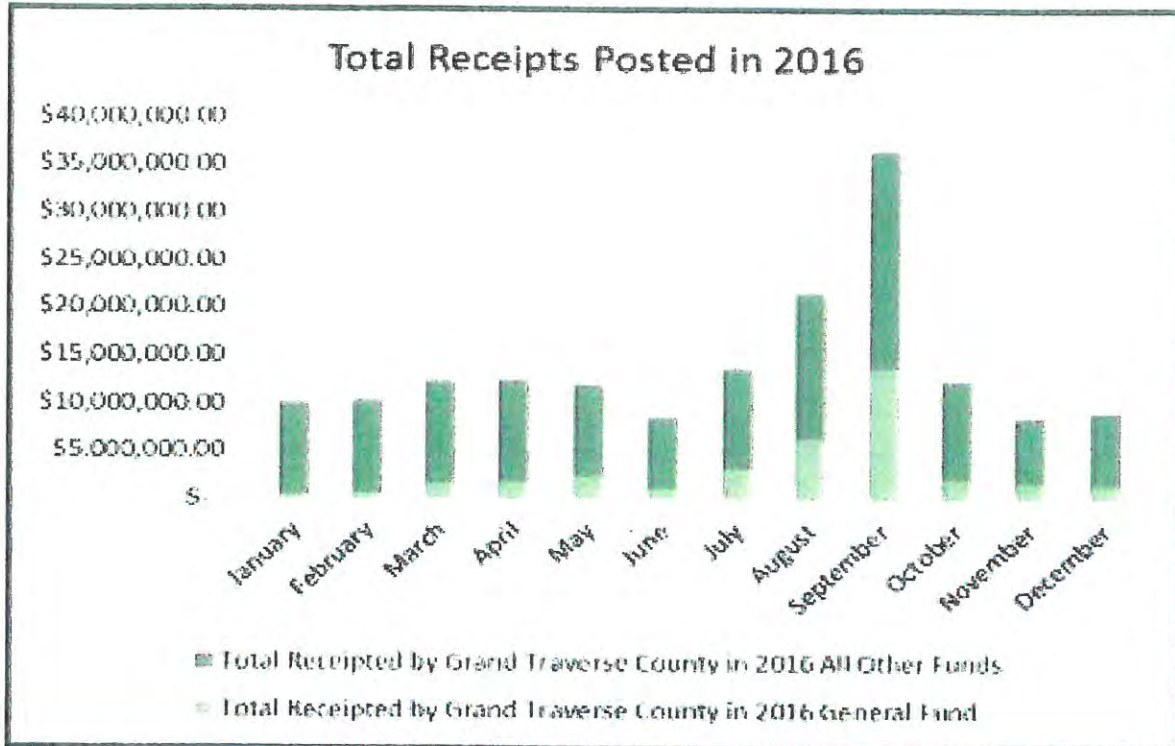
- Delinquent tax buyout is down compared to 2015 which means our fees and interest will be down also.
- A portion of the Foreclosure/PRE fund pays for PRE audit personnel which has generated an increase in PRE denial interest compared to 2015.
- We have transferred the cost of our BS&A delinquent and tax software from the General Fund to the Foreclosure Fund in 2016 to help the General Fund budget.

Receipting of Money by Treasurer

The County Treasurer's Office is the depository for all county funds in accordance with Act No. 40, Public Acts of Michigan 1932.

It is the responsibility of the Treasurer's Office to receipt all money coming into the County. We maintain and reconcile over 50 bank accounts to properly track and account for these funds.

Functions associated with this procedure include receipting invoice payments processed through the mail, counting/receipting department money, verifying distribution line items, posting to general ledger and receipting all monies received as EFT's through our bank accounts.



Total Received by Grand Traverse County in 2016

	General Fund	All Funds
January	\$ 522,707.95	\$ 10,035,879.26
February	\$ 683,416.34	\$ 10,324,774.59
March	\$ 1,615,368.57	\$ 12,359,513.14
April	\$ 1,785,253.90	\$ 12,412,114.33
May	\$ 2,545,446.17	\$ 12,072,291.67
June	\$ 1,218,503.12	\$ 8,518,347.83
July	\$ 3,152,534.51	\$ 13,567,286.05
August	\$ 6,405,722.74	\$ 21,523,307.97
September	\$ 13,728,646.29	\$ 36,578,388.99
October	\$ 2,270,005.25	\$ 12,423,699.72
November	\$ 1,799,725.47	\$ 8,545,914.19
December	\$ 1,491,486.41	\$ 9,086,773.01
	\$ 37,218,816.72	\$ 167,448,290.75

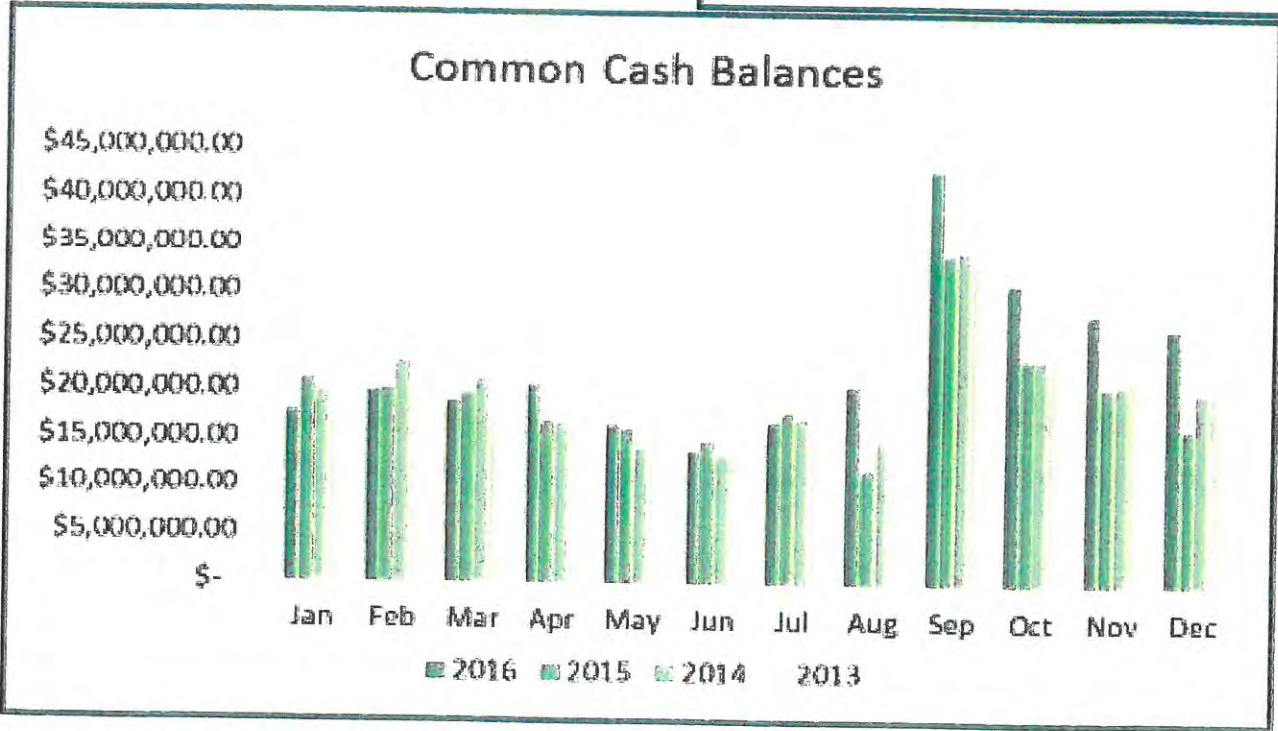
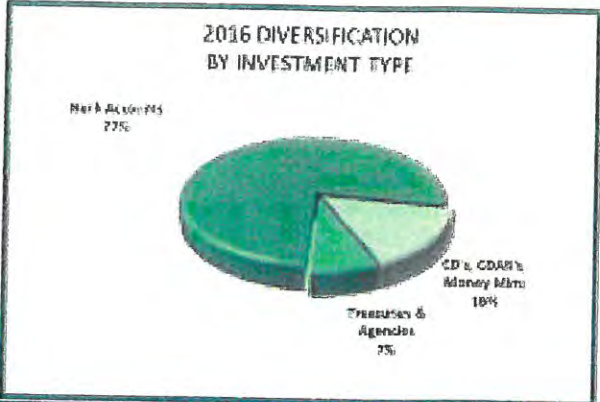
Investments

There are many pools of funds within the County each designed to collect, report and pay out the amounts available for specific purposes. The largest of the funds is the General Fund, which is the primary operating fund of the County.

- **Year End Portfolio** provides a breakdown of where County Funds were invested at 12/31/16.
- **Diversification by Investment** shows the percentage of the funds held in each investment type.
- **Common Cash Balances** graph is used to understand trends in cash levels, and provides a multi year running look at the total dollars in the common account at month end.

2016 Year End Portfolio

CD's, CDAR's, Money Mkts	5,417,560.57
Treasuries & Agencies	2,523,971.00
Bank Accounts	26,424,044.10
Total	34,365,575.67



* Average monthly carrying balance in Trust & Agency is 4.8 million, up from 3.9 million in 2015.

New in 2016

We are holding \$5 million liquid as we wait to pay towards pension liability.

We have compiled necessary paperwork and received funds for Pavilions bond refund generating a new savings of \$482,184.38.

Delinquent Tax

It is the responsibility of the County Treasurer to collect delinquent real property taxes. Functions associated with delinquent taxes include receipting payments, processing adjustments to prior year tax rolls (for up to 20 yrs.), processing bankruptcy claims, along with being the Foreclosing Governmental Unit.

Beginning March 1st of each year the County Treasurer "purchases" delinquent real property taxes from the local units utilizing the cash in the delinquent tax revolving fund. We collect payments on the delinquent parcels for a period of not less than 24 months. During that time we follow an extensive State mandated notification process which includes regular postal mail, certified mail, personal service (visit/hand deliver) to the property and publication in the local newspaper. We file a petition for foreclosure with the 13th Circuit Court. If payment is not received by the 3rd year of assessment we foreclose on the parcel and attempt to sell the parcel at auction. Prior to the auction, per Public Act 123 of 1999, the State is granted the right of first refusal to purchase any foreclosed parcels, local units and County Land Bank have a right of refusal, after the State, for any parcels in their jurisdiction.

The performance measurements for delinquent tax administration are designed to: increase efficiencies to be better able to manage additional workload without staff additions, to reduce unit costs in managing forfeitures and foreclosures, and to institute foreclosure prevention programs. One of the prevention methods provided by the board is a Hardship Extension, which gives those taxpayers that have had an unusual circumstance in their life time to set up a payment plan to keep from losing their property. It was used to protect 9 properties from foreclosure in 2016. In addition to the Hardship Extension, we directed at risk taxpayers to the MSHDA Step Forward Program providing assistance to 13 taxpayers generating \$ 37,814.45 in tax payments. In addition to these programs, we provide taxpayers with a variety of payment options: cash, check, credit/debit card, electronic funds transfer, and an ACH payment option, which provides the taxpayer the ability to make weekly or monthly payments.

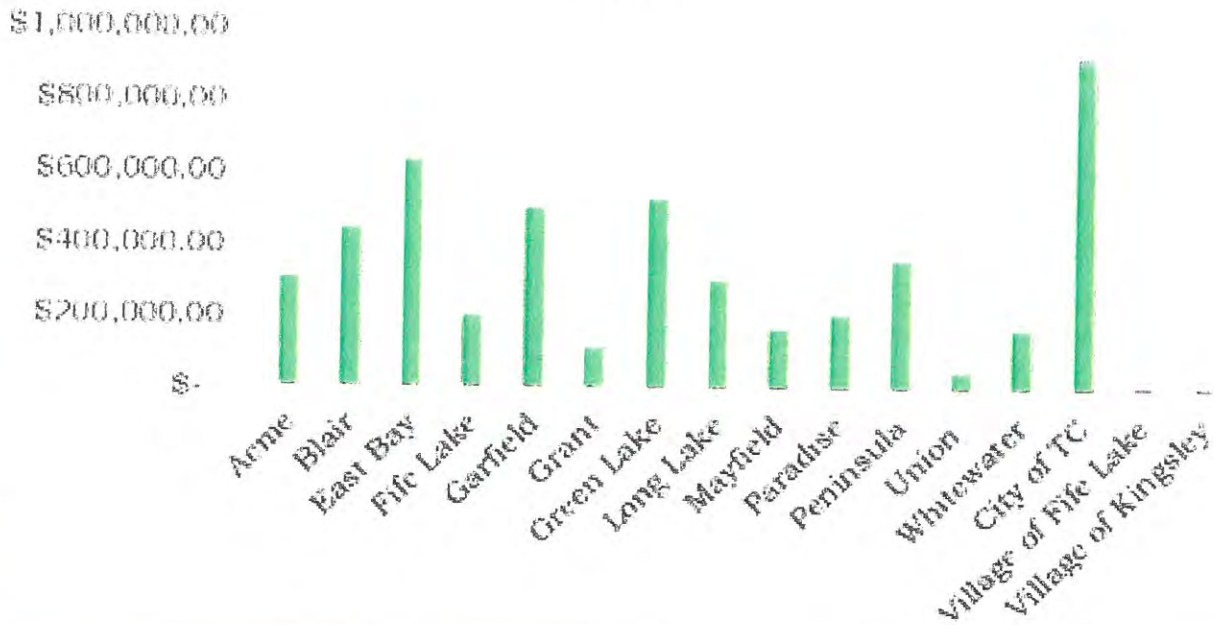
Personal Visits

Our office performed PA 123 inspections on 298 parcels in September. This physical site visit to each parcel is required to provide parcel description information to Title Check, LLC for future potential foreclosure. Parcels that were found vacant/abandoned or unoccupied at time of visit required posting of property in a visible area. If occupant was present, we advised the occupants of their rights and the foreclosure process. We had many conversations with taxpayers, explaining the tax law, due dates and opportunity for assistance with delinquent taxes.

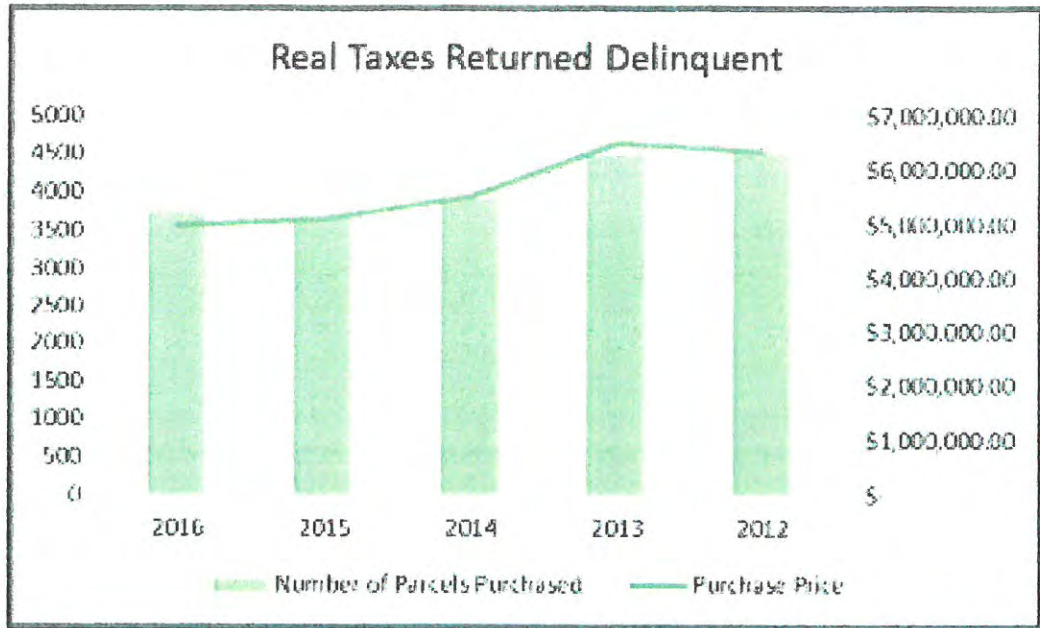
Real Taxes Returned Delinquent

Tax Year	2016	2015	2014	2013
No. of Properties	3756	3670	3915	4478
Amount Purchased	\$ 4,973,605.30	\$ 5,120,958.18	\$ 5,504,078.62	\$ 6,511,371.09
Tax Collections, Calendar Year	2016	2015	2014	2013
No. of Receipts	5068	6197	5898	4899
Delinquent Tax Collected	\$ 5,079,212.45	\$ 6,725,269.79	\$ 8,340,799.70	\$ 7,970,059.04
Interest & Fees	\$ 781,586.12	\$ 1,227,032.74	\$ 1,322,479.66	\$ 1,291,052.05
Credit Cards / EFT	\$ 622,639.08	\$ 623,706.31	\$ 325,132.30	\$ 71,961.94
Tax Roll Adjustments, Calendar Year	2016	2015	2014	2013
Michigan Tax Tribunal, Board of Review, PRE Denials, etc.	524	690	607	642
Tax Year	2014 Taxes	2013 Taxes	2012 Taxes	2011 Taxes
Properties Forfeited	494	556	848	805
Properties Foreclosed	22	21	21	24
Hardship Extension	9	16	15	11

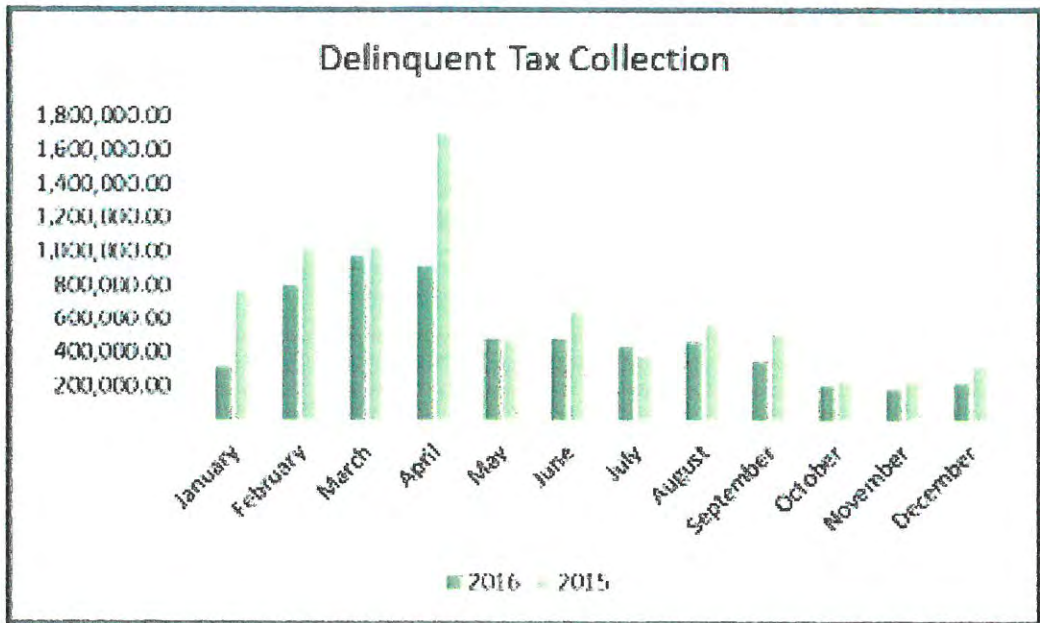
2016 Delinquent Taxes "Purchased" by Unit



Township	2016 Total Adjusted Levy	Payments Made at Township/ Village	Amount "Purchased" by County	Balance to Collect by Township/Village (Personal Property)
Acme	\$ 11,083,315.89	\$ 10,764,255.18	\$ 311,178.37	\$ 7,882.34
Blair	\$ 9,090,690.60	\$ 8,498,223.73	\$ 445,122.87	\$ 147,344.00
East Bay	\$ 18,093,933.80	\$ 17,455,083.71	\$ 633,984.85	\$ 4,865.24
Fife Lake	\$ 1,859,964.51	\$ 1,651,092.42	\$ 205,187.57	\$ 3,684.52
Garfield	\$ 30,864,053.12	\$ 30,343,721.87	\$ 502,828.30	\$ 17,502.95
Grant	\$ 1,640,137.24	\$ 1,521,940.43	\$ 117,509.09	\$ 687.72
Green Lake	\$ 8,910,770.96	\$ 8,337,624.09	\$ 527,834.30	\$ 45,312.57
Long Lake	\$ 13,595,319.12	\$ 13,290,190.61	\$ 304,195.88	\$ 932.63
Mayfield	\$ 1,652,626.84	\$ 1,478,681.48	\$ 169,894.12	\$ 4,051.24
Paradise	\$ 3,621,247.12	\$ 3,405,889.53	\$ 211,532.22	\$ 3,825.37
Peninsula	\$ 21,038,699.91	\$ 20,675,177.57	\$ 362,209.21	\$ 1,313.13
Union	\$ 808,098.07	\$ 754,642.40	\$ 53,455.67	\$ -
Whitewater	\$ 6,012,036.18	\$ 5,840,029.17	\$ 171,451.80	\$ 555.21
City of TC	\$ 40,403,810.87	\$ 39,405,270.39	\$ 928,747.72	\$ 69,792.76
Village of Fife Lake	\$ 110,669.35	\$ 98,918.06	\$ 11,385.96	\$ 365.33
Village of Kingsley	\$ 279,649.66	\$ 262,351.08	\$ 17,087.37	\$ 211.21
2016 Totals	\$ 169,065,023.24	\$ 163,783,091.72	\$ 4,973,605.30	\$ 308,326.22



Total number of delinquent parcels purchased compared to the tax amount owed.



Total amount of delinquent tax revenue collected by month.

Dog and Kennel License Program

The County Treasurer's Office manages the dog and kennel licensing revenue per state statute, Act 339 of 1919. Per Act 339 it shall be unlawful for any person to own any dog 6 months old or over, unless the dog is licensed as hereinafter provided. A County dog license provides ownership information, verifies the dog is currently vaccinated for rabies, and is in compliance with State Law.

Our office sells dog licenses year round. We also partner with most of the local Veterinarian offices to sell our license year round as well. This creates an easy avenue for citizens to purchase a dog license at the same time they are vaccinating their dog for rabies. Veterinarians provide monthly sales details to our office which we audit, enter into AS400, and send out official receipts to citizens detailing the license information as mandated by State law.

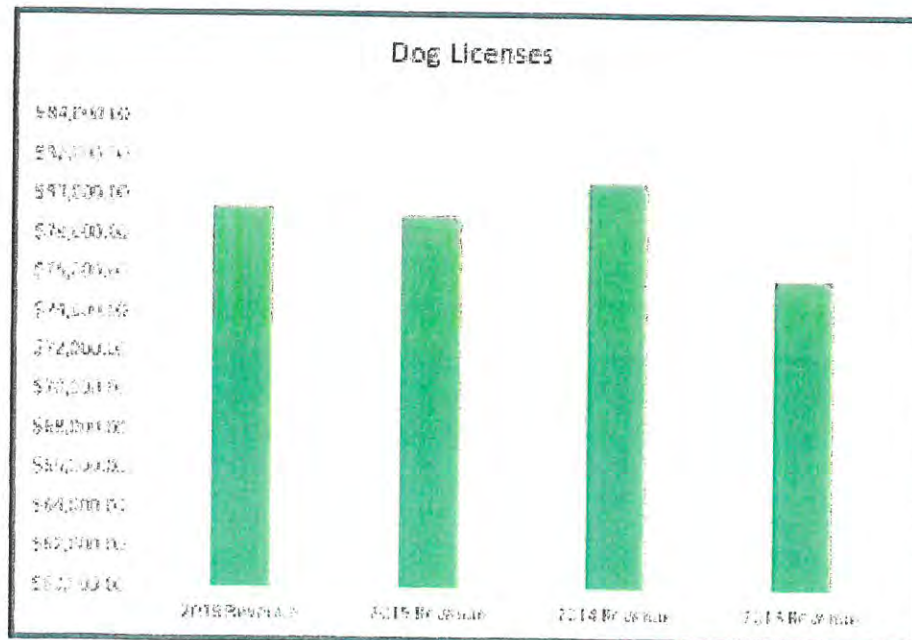
2016 Rates	Intact	Spayed/Neutered
Puppy 6 mo. old and younger	\$ 5.00	\$ 5.00
1 year	\$ 20.00	\$ 10.00
2 year	\$ 30.00	\$ 15.00
3 year	\$ 40.00	\$ 20.00

In 2016 our office researched statewide county rate structures and presented a new rate and license structure that was approved by the Board of Commissioners and became effective 1/1/2017. This rate increase will provide additional revenue to support the Animal Control Program in Grand Traverse County.

The number of 2016 licenses sold was down as we did not have an Animal Control officer for most of the year, which may have been a contributing factor. The increase in revenue is attributed to more intact licenses being sold rather than spayed/neutered licenses.

	No. of Licenses	Dog Licenses	Kennel Licenses
2016 Revenue	4519	\$ 79,460.00	\$ 255.00
2015 Revenue	4580	\$ 78,980.00	\$ 280.00
2014 Revenue	4811	\$ 80,665.00	\$ 320.00
2013 Revenue	4615	\$ 75,815.00	\$ 350.00

We continue to provide an online dog license lookup on our website to help the public reunite lost dogs with their owners. It has been a hit and is referenced frequently in social media posts for lost dogs in Grand Traverse County.

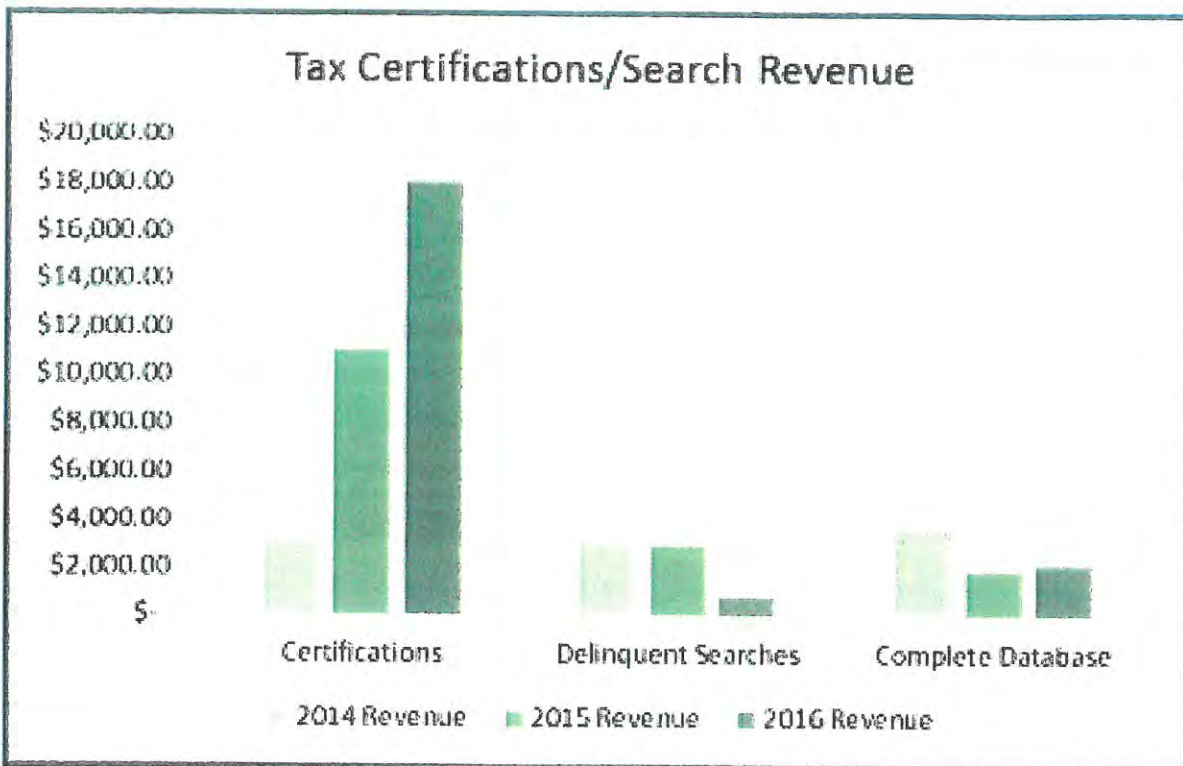


Tax Certifications and Searches

It is the Treasurer's Office responsibility to certify that all taxes are paid on instruments transferring real estate in Grand Traverse County prior to them being recorded with the County Register of Deed's Office (State Statute MCL 48.101.) Staff is learning a new mapping program to help ensure accurate certification.

A tax search is a written tax status verification from the Grand Traverse County Treasurer's Office. The tax search requests are received by mail, FAX, and email. We offer delinquent tax look up online where owners can research their own properties for free or a \$2.00 fee for properties other than their own. Two public terminals are located in the Governmental Center for the public to do their own property tax search free of charge.

	Certifications	Delinquent Searches	Complete Database
2014 Revenue	\$ 3,154.60	\$ 3,078.00	\$ 3,633.75
2015 Revenue	\$ 11,036.60	\$ 2,911.00	\$ 1,879.25
2016 Revenue	\$ 18,025.00	\$ 749.00	\$ 2,122.00

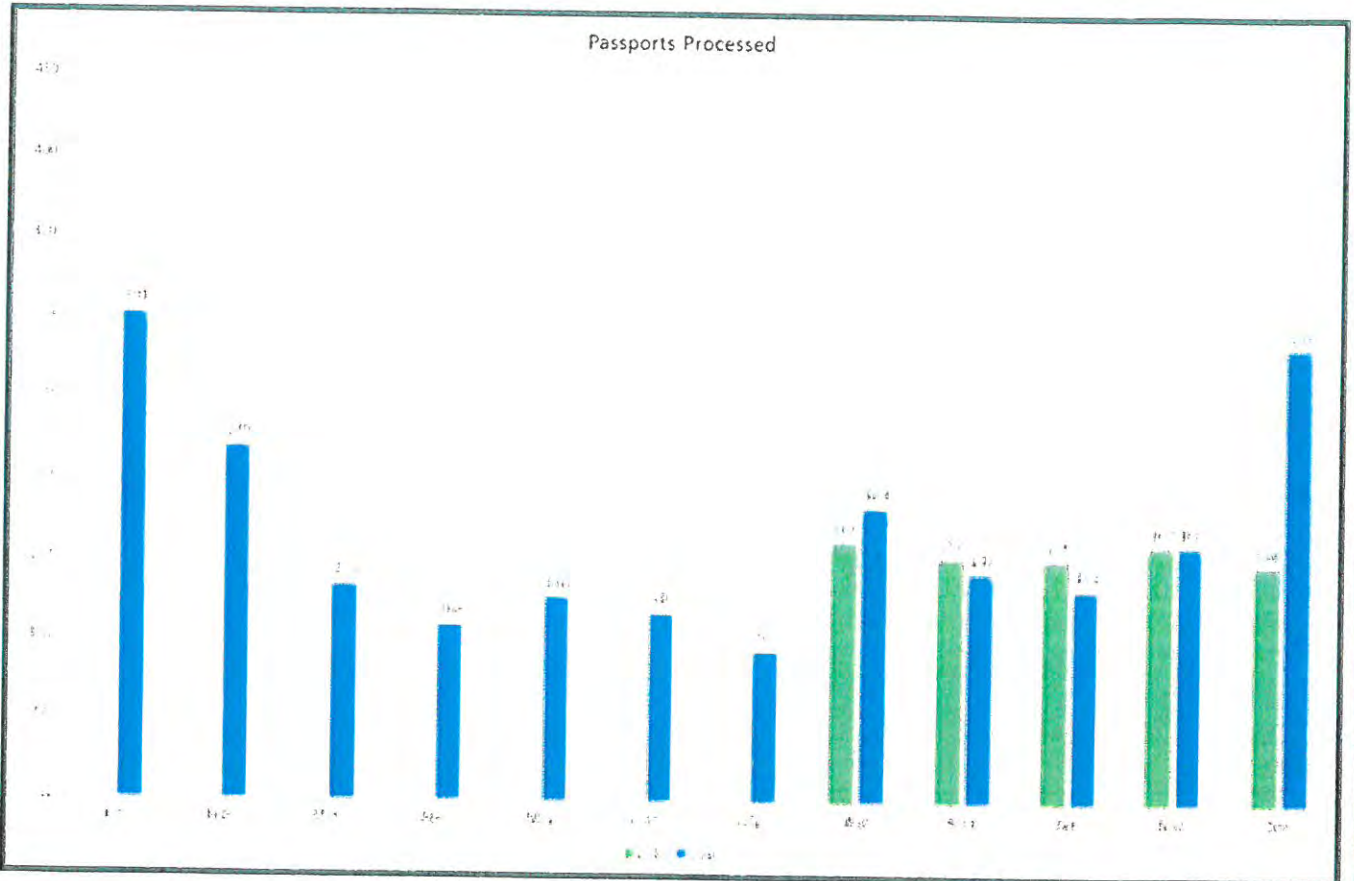


* Tax certification fee increased from \$1.00 to \$5.00 in July of 2015 causing the significant revenue increase.

Passport Processing

The County Treasurer's Office is a certified US Department of State Acceptance Facility providing passport processing services Monday thru Friday 8:30am—4:00pm. The office accepts and processes new applications which requires review of applications and required documentation (identity, citizenship, and parental relationship for applicants under the age of 16) for completeness and accuracy. Once reviewed, staff fully executes and submits the application according to US Department of State guidelines. We also provide reviews of renewal applications free of charge.

An annual re-certification process is required for all staff members by the US Department of State to keep up to date on changing guidelines and processing effectiveness.



* The Post Office stopped processing passports in 2016 causing our volume and revenue to increase. We are now one of the only places left in Grand Traverse County the public can get a passport processed.

Revenue

2013	32,110
2014	32,930
2015	41,168
2016	52,400

MEMORANDUM

TO: TOM MENZEL, COUNTY ADMINISTRATOR
COPY: JENNIFER DEHAAN, JODY LUNDQUIST, JASON TORREY
FROM: PETER A. COHL
SUBJECT: COAM – DISPATCH SUPERVISORY UNIT COLLECTIVE BARGAINING AGREEMENT (“CBA”)
DATE: JUNE 2, 2017

The changes to the CBA negotiated with the COAM Dispatch Supervisory Unit are reflected in the attached redline draft. The CBA has been ratified by the Union.

During the course of negotiations the Union recognized the economic situation facing the County, along with County’s objectives related to its non-economic proposals. The County’s bargaining team appreciated the Union’s willingness to approve these changes.

In addition to various non-economic changes to improve 911 operations, the following is a summary of the key economic issues agreed to by the parties and ratified by the Union:

1. A contract term expiring December 31, 2017;
2. Union agreed to have the same health, optical and dental insurance as non-union employees;
3. Status quo salary schedule for 2017.

These changes are consistent with the bargaining parameters previously authorized by the Board.

GRAND TRAVERSE COUNTY BOARD OF COMMISSIONERS

**MOTION TO RATIFY THE TENTATIVE AGREEMENTS
WITH THE COAM DISPATCH SUPERVISORY UNIT AND AUTHORIZE THE BOARD
CHAIRPERSON TO SIGN THE SUCCESSOR COLLECTIVE BARGAINING AGREEMENT**

WHEREAS, during negotiations tentative agreements were reached by the Union and the Employer's bargaining team on May 30, 2017. Following negotiations, the Union ratified the tentative agreements and notified the County on June 1, 2017.

THEREFORE BE IT RESOLVED the Board hereby ratifies the attached tentative agreements and authorizes the Chairperson to sign a contract incorporating those tentative agreements, subject to review by labor counsel.

DRAFT – 6/1/2017

AGREEMENT

BETWEEN

THE BOARD OF COMMISSIONERS
OF
GRAND TRAVERSE COUNTY

AND

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

GRAND TRAVERSE CENTRAL
SUPERVISORY UNIT

For ~~January 1, 2015~~ _____, 2017, through December 31, ~~2015~~2017

TABLE OF CONTENTS

INSERT IN EXECUTION COPY

AGREEMENT

This Agreement entered into this date and effective _____, 2017, between the Board of Commissioners for the County of Grand Traverse, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" and the Command Officers Association of Michigan, hereinafter referred to as the "Association" or "Union", expresses all mutually agreed covenants between the parties.

PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Association, the establishment of rates of pay, hours of work and other specified conditions of that employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, height, weight, marital status, race, creed, national origin, and religion, political or Association affiliation as required by law.

The Employer and the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

It is the general purpose of this Agreement to promote the mutual interests of the County and its employees and to provide for the operation of the services provided by the County under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties to this Agreement will cooperate fully to secure the advancement and achievements of these purposes.

ARTICLE I RECOGNITION

Section 1.1 Collective Bargaining Unit. The Employer hereby agrees to recognize as the exclusive bargaining representative, as defined in Act No. 336, State of Michigan, Public Acts of 1947, as amended, for all employees employed by the Employer in the following described unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

All regular full time supervisory employees of Grand Traverse Central Dispatch excluding the Director, Deputy Director, Emergency Telecommunicators, Call Takers, ~~Master Street and Address Guide Coordinators~~, Coordinator: 911 Databases, clerical and confidential employees.

Section 1.2 Definitions. The terms "Employee" and "Employees" when used in this Agreement, shall refer to and include only those regular full-time employees who are employed by the County

in the collective bargaining unit set forth, and who are normally scheduled to work forty (40) hours or more per week. For purposes of this Agreement, the following definitions are applicable:

- A. Regular Full-Time Employee: Employees normally scheduled to work eighty (80) hours or more per two week period shall be subject to all the terms of this Agreement.
- B. Temporary Employees: Temporary employees shall be defined as those employees hired for a specific project or for a specific period of time not to exceed 180 consecutive calendar days, unless extended by mutual agreement. Temporary employees shall not be subject to the terms of this Agreement.
- C. On Call Employees: On call employees shall be defined as those employees who work on an irregular basis. Such employees shall not be subject to the terms of this Agreement. Employees classified as on call employees shall be used only to supplement the full time work force and shall not be used to avoid the payment of overtime to full time employees or to displace regular full time employees.

ARTICLE II **MANAGEMENT RIGHTS**

Section 2.1 Employer's Rights. The Employer retains the sole right to manage its affairs, including, but not limited to, the right to plan, direct and control its operations; to determine the location of its facilities; to decide the working hours; to decide the types of service it shall provide, including the scheduling and means of providing such services, to maintain order and efficiency in its departments and operations; to promulgate work rules; to hire, discipline and discharge, lay off, assign, transfer and promote employees; and to determine the starting and quitting time, work schedules and the number of hours to be worked; the number and complexion of the work force, and to determine the qualifications of its employees and standards of workmanship; and all other rights and prerogatives, including those exercised in the past, and those rights which are contained in the Michigan Constitution and the various statutes of the State subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

Section 2.2 Right to Discipline. The Employer retains the sole right to discipline and discharge non-probationary employees for just cause, provided that in the exercise of this right, it will not act in violation of the terms of this Agreement.

Section 2.3 Employer's Authority. The powers of authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.

Section 2.4 Emergency Work Assignments. It is recognized that the Employer is in the business of providing public services, and that during emergency work assignments, personnel and procedures may be modified in any way necessary to meet the demands of the emergency.

Emergency shall be defined as a combination of circumstances which call for immediate action, including but not limited to severe storms, floods, or other conditions beyond the control of management or declarations of emergency called by the governmental official authorized to do so.

ARTICLE III
ASSOCIATION SECURITY

Section 3.1 Union Security. Membership in the Union is not compulsory. All employees have the right to join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the Collective Bargaining Unit without regard to whether the employee is a member of the Union. ~~Each employee, who is or becomes a member of the Union, or a service fee payer, may sign an authorized dues/service fee deduction card and shall do so with the understanding that the deductions shall continue for the length of the contract or until such time as the employee gives written notice to the Employer and Union revoking the authorization.~~

The Union agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deductions from an employee's pay of Union dues or the representation fee, or reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Association. ~~The Union will protect, save harmless and indemnify the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the agreement.~~

Deductions for any calendar month shall be remitted to POAM and sent to 27056 Joy Road, Redford, MI 48239-1949. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

The County shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the County fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.

The Employer agrees to deduct the Union membership dues ~~or service fees~~ once each month from the pay of the employees who have requested that such deductions be made.

ARTICLE IV
REPRESENTATION

Section 4.1 Representatives. The Employer agrees to recognize the President and Alternate, said Representatives being members with seniority of the Bargaining Unit and selected by the Bargaining Unit. The duties of the Representatives shall be limited to the administration of this Agreement, including the investigation and presentation of grievances as established in the grievance procedure. In addition, the Representatives will be expected to represent the Bargaining Unit for the purposes of negotiating a new Labor Agreement. The Employer agrees to

compensate the President and Alternate for all reasonable lost time from their regular schedule of work at the regular rate of pay for time lost while meeting or conferring with Employer representatives. Compensation for lost time shall be limited to two (2) employees.

Section 4.2 Association Furnish Names. The Association will furnish the Employer with the names of its Representatives who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the identity of the individual representatives of the Association, and the Employer shall not be required to recognize or deal with any other than those so designated.

ARTICLE V SPECIAL CONFERENCES

Section 5.1 Special Conferences. Special conferences for important matters of mutual concern not being processed as a grievance under this Agreement will be arranged between the Employer, President, and any outside parties mutually agreed upon. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to, in any way, modify, add to, or detract from the provisions of this Agreement.

ARTICLE VI GRIEVANCES GRIEVANCE PROCEDURE

Section 6.1 Grievances. The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall set forth the facts pertaining to the alleged violation and the remedy desired. All grievances shall be commenced within five (5) working days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so. The Grievant shall have the right to be present at arbitration.

~~A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the Bargaining Unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. All grievances must be filed within seven (7) calendar days after occurrence of the circumstance giving rise to the grievance or seven (7) calendar days from when the grievant should reasonably have known of the occurrence, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.~~

Step 1: Any employee having a complaint in connection with this employment shall present it to the Employer with the following understanding: Before initiating a grievance, the employee and/or President or Alternate must first discuss the matter orally with the supervisor or his/her designee.

Step 2: If not resolved in Step 1, the grievance shall be reduced to writing on a regular grievance form provided by the Association, signed by the employee and presented to the Director or his/her designee within ~~seven (7) calendar~~ five (5) working days after the discussion referred to under Step 1. If the Director or his/her designee is unavailable at the time, notification of the delivery or presentation of the grievance shall be made to either the Director or his/her designee via e-mail or telephone message. The Director, or his/her designee, shall answer said grievance in writing within ~~seven (7) calendar~~ five (5) working days of receipt of same. Should a non-probationary employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at the written step of the Grievance Procedure, provided the grievance is submitted within five (5) working days from the date the discipline was imposed on the grieving employee.

Step 3: Failing to resolve the issue in the second step, the Association shall within ~~seven (7) calendar~~ five (5) working days of the Director or his/her designee's disposition, contact Human Resources to arrange a meeting between the Association and the County Administrator or his/her designee to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, not to exceed ~~seven (7) calendar~~ five (5) working days from the time the Association contacts Human Resources unless a longer time is mutually agreed upon.

Step 4: Arbitration.

(a) If the answer of the County Administrator or his/her designee is unsatisfactory to the grievant, the grievant's Union representative may process the grievance to arbitration.

(b) At the request of either party, any grievance which is not resolved at Step 3 may be submitted to mediation to the Michigan Employment Relations Commission by mutual agreement. However, the time limits under the grievance procedure shall not be extended without mutual consent while such mediation is pending.

(c) Arbitration proceedings will be accomplished by the Union requesting a list of prospective Arbitrators, which will be forwarded by MERC to each of the parties to this Agreement. Once the selection of the Arbitrator has been accomplished through the procedure set out below for such selection, the parties shall then mutually agree to a hearing date and location in Grand Traverse County for the purpose of presenting testimony and evidence in support of their respective positions. The arbitrator shall then render his or her decision and award according to the following:

(1) The arbitrator shall render his or her decision within thirty (30) days after the hearing according to evidence presented and oral argument or, if the parties reserve the right to submit written briefs, the arbitrator shall render his or her decision within forty-five (45) days after the submission of the briefs.

- (2) The expenses of the Arbitrator shall be shared equally by the parties.
- (3) The Arbitrator shall not have the power nor the authority to amend, modify or expand the terms and provisions of this Agreement either directly or indirectly in making his/her decision. The Arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The Arbitrator will at all the times be governed wholly by the terms of this Agreement. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement which reflect the only concessions which the Employer has yielded. The arbitration award shall not be retroactive earlier than the date the grievance was first submitted in writing. The arbitration award shall be final and binding on the Employer, Union and employees. However, each party reserves the right to challenge arbitration or awards thereunder if the arbitrator has exceeded his jurisdiction or authority.

Section 6.2 Resolving Grievances.

- ~~A)~~ ~~Any and all grievances resolved at any step of the grievance as contained in this Agreement shall be final and binding on the Employer, the Association and any and all unit employees involved in the particular grievance, subject to the provisions of Article VII.~~
- A.B) The time limits established in the grievance procedure shall be followed by the parties hereto. If the time limits procedure is not followed by the Association the grievance shall be considered settled in accordance with the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration unless requested by the Association. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.
- B.C) The County shall not be required to pay back wages for periods prior to the time the incident occurred, provided that in the case of pay shortage, of which the employee had not been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of the pay period providing the employee files his/her grievance within ~~seven~~ (7) calendar five (5) working days after receipt of such pay in question.
- C.D) When an employee is given a disciplinary discharge or suspension, the President or Alternate and the employee will be promptly notified in writing of the action taken.
- D.E) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or newly-earned compensation that he/she may have earned from any source during the period in question.
- E.F) The Employer will grant a necessary and reasonable amount of time off during straight time working hours to the President or Alternate who must necessarily be present for direct

participation in grievance adjustments with management. Such President or Alternate shall first receive permission from his/her immediate supervisor to leave his/her work station. Such permission shall be granted within the shift in which the employee is scheduled and shall report back promptly when his/her part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after written warning, to disciplinary action.

~~F.G) Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure. Working days are defined as Monday – Friday. Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.~~

G.H) Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory remedy or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the Grievance Procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Association and the affected employee shall not process the complaint through any Grievance Procedure provided for in this contract. If an employee elects to use the Grievance Procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the Grievance Procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

Section 6.3 Strikes and Walkouts. It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Association agrees that during the life of this Agreement, neither the Association, its agents, nor its members will authorize, instigate, aid or engage in work stoppage, slow-down or strike against the Employer. The Employer agrees that during the same period there will be no lockout. Any individual employee or group of employees who violates or disregards the prohibition of this section may be disciplined up to and including discharge by the Employer. It is understood that any disciplinary action taken by the Employer pursuant to this Section is subject to the grievance and arbitration procedure only on the question of whether the prohibited conduct occurred, not the penalty for such conduct.

ARTICLE VII **ARBITRATION**

~~**Section 7.1 Time Limit for Requesting Arbitration, Expenses and the Power of the Arbitrator**
If the grievance is not settled in Step 3 of the grievance procedure, the Association may submit the matter to Arbitration within thirty (30) calendar days of the Employer's Step 3 answer, unless extended by mutual written agreement of the parties.~~

~~If the parties are unable to agree on an Arbitrator within ten (10) calendar days from the date the Employer receives the Association's notice of submission, or within a longer period if mutually~~

~~agreed upon, the Arbitrator shall be selected from a Federal Mediation Conciliation Service (FMCS) panel of arbitrators by the priority ranking method.~~

~~The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto.~~

~~The expenses of the Arbitrator shall be shared equally by the parties; however, if either party cancels the arbitration, that party shall be responsible for the full amount of any required fees relating to such cancellation. The grievant, or a representative of the grievant, and a Representative shall be allowed to attend the arbitration without loss of pay, except in the case of a class action, when only the Representative shall be allowed to attend without loss of pay. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.~~

~~**Section 7.2 Appeal** The Arbitrator's decision shall be final and binding on the Association, on all bargaining unit employees and on the Employer, and there shall be no appeal, except in the limited circumstances provided by law.~~

ARTICLE VII

DISCIPLINE AND DISCHARGE

~~**Section 78.1 Just Cause.** The Employer shall not discharge, demote, or suspend for disciplinary reasons or otherwise discipline any non-probationary employee except for just cause. It is mutually agreed that progressive discipline for minor offenses should be employed and therefore the employee shall first receive an oral and a written warning notice before more severe discipline is issued. The parties recognize that progressive discipline is normally utilized except for certain offenses committed by an employee.~~

~~The Association acknowledges, however, that a warning notice, whether verbal or written, need not be issued first for major infractions. Discharge must be by proper written notice to the employee and the President or Alternate, citing specific charges against such employee.~~

Section 78.2 Immediate Review of Discharge or Suspension. The discharged or suspended employee will be permitted to review his/her discharge or suspension with his/her President or Alternate on or outside the Employer's premises upon such discharge or suspension. Upon request, the Employer or his/her designated representative may discuss the discharge or suspension with the employee and the President or Alternate.

Section 7.3 Removal of Disciplinary Documents from File. The Employer will not use a prior discipline which is two (2) or more years old unless related to a current charge or for impeachment purposes during an arbitration or other litigation.

Section 78.34 Minor Offenses. An employee who maintains an offense free record for a period of one year shall not have any prior minor offenses used for purposes of subsequent disciplinary action under the collective bargaining agreement. The Employer reserves the right to utilize the memoranda for other legitimate reasons.

Section 78.45 Step for Expedited Grievance. Should a non-probationary employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at the written step of the grievance procedure, provided the grievance is submitted within ~~seven (7) calendar~~ five (5) working days from the date the discipline was imposed on the grieving employee.

Section 78.56 Polygraph Test. No employee will be required to take a polygraph test and such refusal will not be used against him.

Section 78.67 Disciplinary Action. Any disciplinary action taken against an employee for violation of any rule, regulation or policy of the Department which is accepted by the employee shall not set a precedent for future settlements.

ARTICLE VIII **LAYOFF AND RECALL**

Section 89.1 Layoff Order and Notice.

A.) The word "layoff" means a reduction in the number of employees in the work force. Provided the remaining employees have the current ability, skill and qualifications as determined by the Employer to perform the work required, layoff of employees within a department shall be by classification in inverse union bargaining unit seniority in the following order: ~~Layoff of employees shall be by job Classification Seniority, and the following order shall be followed, provided that the employees who remain are qualified and capable of performing the work available.~~

1. Probationary employees
2. Remaining employees within the classification affected.

~~If it becomes necessary to reduce the number of hours worked, Classification Seniority shall prevail, provided that the employee is qualified and capable of performing the work available.~~

~~B.) When employees have the same Classification Seniority, the employee with the least seniority in the classification shall be laid off first.~~

B. Upon being laid off from their department, an employee who so requests shall, in lieu of layoff, be permitted to take a position in or below their grade within their department, provided the following:

1. They have more seniority than the employee they are to replace and have the current ability, skill and qualifications as determined by the Employer.
2. If the position chosen is held by multiple employees in a department, the least senior employee shall be replaced. Employees who change classification in lieu of layoff shall be paid the salary in accordance with the classification in which they are placed and their years of service.

3. The employee must be able to perform the required duties of the position. The employee shall be given up to a sixty (60) working day trial in which to demonstrate he/she can satisfactorily perform the duties of the position.
 4. When an employee bumps, he/she must accept all hours of the position being bumped into.
- C. In implementing the above mentioned displacement (bumping) procedures, the employee must also meet the following:
1. Any licensing, certification, or registration requirements for the position in question in a mutually agreed upon time frame unless such licensing, certification, or registration is a minimum qualification under C. 1.
 2. Other requirements by third-party payers such as Federal or State grant providers.
- D. Employees to be laid off for an indefinite period of time will have at least ten (10) working days' notice of layoff except in unavoidable emergency situations. The President or Alternate shall receive a list from the Employer of the employees being laid off on or before the date the notices are issued to the employees.
- E. Employees eligible for and choosing to bump in lieu of layoff shall have a maximum of four (4) working days to notify Human Resources of their decision and the position to which they are qualified to bump. It is the employees' responsibility to confirm that they meet the minimum qualifications for the position as defined in Section 8.1 prior to the deadline. Employees not following the above defined process will not be eligible for bumping rights after the four (4) day period and will be laid off.

Section 8.2 Temporary Reduction. In the event of a temporary reduction of the work force which shall not exceed four (4) weeks, at any one time, it may be mutually agreed that the work week may be reduced to not less than thirty (30) hours per week before any employees are laid off.

Section 8.3 Recall. A laid off seniority employee, if recalled to a job within one pay grade to the job from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 8.4 Order and Notice of Recall.

- A. The order of recalling of laid off employees shall be in the inverse order in which the employees were laid off.
- B. Notices of recall shall be sent by registered mail or by email to the employee's last known home address or email address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address, email address and telephone number or additional information to guarantee receipt of notice of recall. A recalled employee shall give written notice of his/her intent to return to work within three (3)

consecutive calendar days of receipt of notice and shall then return within ten (10) calendar days of the employer's notification or recall or their employment shall be terminated, unless an extension is granted by the Employer.

C. In the event a recall is necessary on less than three (3) days' notice, the Employer may call upon the laid off employee(s), either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed ten (10) working days, and the employee passed over (because of their inability to return to work immediately) will be given notice to report for work within the said ten (10) day period.

~~G) — Notices of recall shall be sent by certified or registered mail, to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the employer with a current address and telephone number or additional information to guarantee receipt of notice of recall. A recalled employee shall give notice of his/her intent to return to work within three (3) consecutive calendar days of receipt of notice and shall then return within seven (7) calendar days of the Employer's mailing of such notice or his/her employment shall be terminated, unless an extension is granted by the Employer.~~

~~D) — In the event a recall is necessary on less than three (3) calendar days notice, the employer may call upon the laid-off employee(s), either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed seven (7) calendar days, and employees passed over (because of their inability to return to work immediately) will be given notice to report for work at the end of said temporary assignment.~~

~~E) — Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff. The President or Alternate shall be provided with a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.~~

~~**Section 9.2 Recall** A laid off employee, if recalled to a job identical or higher in rate to the job from which he/she was laid off within the bargaining unit, and provided said employee has the qualifications and ability to perform the job, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.~~

~~**Section 9.3 Order of Recall** The order of recalling of laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the requirement that the employee is qualified and capable of performing the work required.~~

ARTICLE IX **LEAVES OF ABSENCE**

Section 910.1 General Considerations. The Employer may exercise any of its rights under the Family and Medical Leave Act. Current leave time allowed under this Article shall not be reduced but is subject to the Employer's rights under the Family and Medical Leave Act as noted above.

A leave of absence is a written authorized absence from work. Such leave shall be without pay unless otherwise provided for in this contract. Only a regular full-time or regular part-time employee who has worked continuously for the Employer for one (1) year or more may be granted a leave of absence. In no event shall the duration of any leave exceed twelve (12) calendar months unless extended by approval of the Employer or required by law.

- A. The employee must submit a written request for leave stating the reason for such leave, the exact date on which the leave begins and the approximate date on which the employee is to return to work.
- B. Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing.
- C. An employee on an approved unpaid leave of absence will retain his or her seniority. However, the seniority of an employee will not accumulate while the employee is on an approved unpaid leave of absence of thirty (30) calendar days or more, unless otherwise stated in this contract.
- D. No employee shall return to work prior to the expiration of their leave unless otherwise agreed to by the Employer. Failure to return to work on the agreed date or extension thereof shall be cause for termination. Extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.
- E. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his/her job. Employees shall not accept employment elsewhere while on leave of absence unless agreed to in writing by the Employer. Acceptance of employment or working for another employer, if not approved, while on a leave of absence shall result in discharge.
- F. Time absent on leave shall not be counted as time at work for any purpose except as herein provided to the contrary.
- G. Health insurances shall be continued for one month following the month during which unpaid leave begins unless otherwise provided in this agreement or by law. Leaves in excess of this time shall require the employee to reimburse the employer to continue such medical coverage under the group. Reimbursements will be made monthly. If the Employer does not receive reimbursement the employee's health care coverage shall terminate.
- H. Leaves requested due to illness or medical disability must be accompanied by a physician's certificate that the employee is unable to work. Employees returning to work must present a physician's statement indicating the employee's date of return with ability to

perform the essential functions of the position as required by the Employer. A physician is a duly licensed member of a medical profession who has the medical training and clinical expertise suitable to treat the diagnosed condition. For purposes of mental health or psychiatric conditions, a Psychologist or Psychiatrist may be required to provide the physician's statement,; to the extent the specialist has the medical training and clinical expertise to treat the diagnosed condition. Accumulated sick leave may be used for such leave until exhausted. The Employer may require a physical and/or psychological exam by a physician or psychologist, at the Employer's expense, to determine the employee's ability to perform his/her regular duties if the Employer has a reasonable basis to question the ability. The employee may obtain a second opinion, at the employee's expense, and in the event that there is a dispute between the Employer's physician and employee's physician, both of these physicians shall select a third physician whose decision shall be final and binding on the parties. The expense of the third physician's opinion shall be split 50/50 by the Employer and the employee, if not covered by the employee's insurance.

~~A leave of absence is a written authorized absence from work. A leave may be granted, denied, or extended by the Employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his/her application. Only a regular full-time employee who has worked continuously for the Employer for one (1) year or more may be granted a leave of absence. Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer and it shall be in writing. Any such leave beyond FMLA leave is discretionary with the Employer.~~

~~An employee on an approved paid leave of absence will retain his/her Classification Seniority and Employment Seniority. However, the seniority of an employee will not accumulate while the employee is on an approved unpaid leave of absence of thirty (30) calendar days or more, unless otherwise stated in this contract.~~

~~In no event shall the duration of any leave exceed twelve (12) calendar months, including any other paid or unpaid time taken off for the same reason as the leave, including, but not limited to, FMLA leave or time off under any other provisions of this Agreement.~~

~~All leave requests shall state the exact date on which the leave begins and the projected date on which the employee is to return to work. Any request to change the projected date or extend the leave beyond the return date designated must be made a reasonable length of time in advance of the requested change and may be granted at the Employer's discretion after thorough investigation and upon a finding that a change or extension of time is necessary and just.~~

~~If an employee obtains a leave of absence and uses such leave for a reason other than stated at the time the request is made, the employee will be terminated from his/her job. Employees shall not accept employment elsewhere while on a leave of absence unless agreed to in writing by the Employer. Acceptance of employment or working for another employer, if not approved, while on a leave of absence shall result in immediate discharge.~~

~~Failure to return to work on the date scheduled shall be cause for termination. Exceptions may be made due to circumstances beyond the control of the employee.~~

~~No employee shall return to work prior to the expiration of his/her leave unless otherwise agreed to by the Employer.~~

~~Leaves that qualify under the Family Medical Leave Act require the employee to use all paid leave available to him/her before going on unpaid leave.~~

~~Leaves requested due to illness or medical disability (including maternity) must be accompanied by a physician's certificate that the employee is unable to work. Employees returning to work must present a physician's statement indicating the employee's date of return with ability to perform the essential functions of the position as required by the Employer. A physician is a duly licensed member of a medical profession who has the medical training and clinical expertise suitable to treat the diagnosed condition. For purposes of mental health or psychiatric conditions, a Psychologist or Psychiatrist will be required to provide the physician's statement, to the extent the specialist has the medical training and clinical expertise to treat the diagnosed condition. Accumulated sick leave may be used for such leave until exhausted.~~

UNPAID LEAVES OF ABSENCE

Section 9.2 Benefits while on Leave. County provided healthcare benefits will continue for the length of time the employee is on approved leave in a paid status or on an unpaid status if the employee is covered under the FMLA. If the employee is covered under FMLA but is unpaid, the employee is responsible for remitting payment of their healthcare premiums to the employer on a monthly basis. If the premium is not remitted the employees' health care benefits will be terminated.

County provided healthcare benefits will not continue for an employee on approved leave in an unpaid status and not under the protection of FMLA unless otherwise specified in this section.

The employee will be eligible to purchase healthcare benefits at the COBRA premium rate for the duration of their approved unpaid leave of absence if there is a loss of coverage, if allowed by the insurance carrier.

Section 9.3 Return from Leaves of Absence.

A. Health Related: Employees shall be returned to employment following an Employer approved medical leave of absence which shall be for a maximum of six (6) months. Employees shall be returned to their original position from medical leaves of absence provided they have not exceeded their FMLA allotment over the preceding 12 month period.

Section 910.42 Military Leave

Military leave shall be granted in accordance with applicable State and Federal laws.

A.) Employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, ~~or~~ Coast Guard Reserve, or Air Corps Reserve and who are called for reserve duty with valid military documentation, shall be entitled to a leave of absence in

addition to their annual vacation leave from their respective duties. During this leave, and upon presentation of documentation of their gross wages with the Reserves, they may receive pay for the difference between their regular gross pay and their military gross pay, such pay not to exceed two (2) calendar weeks.

B.) Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.

Section 910.53 Association Business Leaves. Leaves of absence without pay may be granted, under normal conditions, to an employee elected by the Association to attend educational classes or conventions conducted by the Association. The number will not exceed one (1) employee at any one time and the number of working days will not exceed a combined ~~seven (7)~~ six (6) in any one (1) calendar year for all unit employees.

Section 910.64 Educational Leave. An employee wishing to further his/her education in his/her chosen profession may, at the Employer's discretion, be granted educational leave for a maximum of one (1) year without pay with the approval of the department head and Human Resources Director. ~~The employee who is granted an educational leave may return to his/her previous classification according to Classification Seniority.~~ During this leave, the employee's position may be filled by the County. This leave may be extended by mutual agreement.

Section 9.7 Parental Leave. Employees may request to take up to a six (6) month leave of absence without pay due to pregnancy, birth or adoption of a child. Accumulated vacation and personal time must be used prior to using unpaid time. Such leave of absence shall not affect continuous service and shall run concurrent with a Family and Medical Leave. Fringe benefits shall not continue or accrue during this time.

PAID LEAVES OF ABSENCE

Section 910.85 Jury or Witness Duty. Employees shall be granted leave of absence with pay when they are required to report for jury duty or as a witness subpoenaed for an Employer-related matter, providing they turn over the jury or witness fee check (less mileage) to the County Treasurer. Seniority will continue to accrue to the employee while on jury duty. Employees scheduled for the evening shift who serve jury duty during their non-scheduled hours may request to be relieved of their regular shift that day and be allowed to use banked compensatory time, vacation or personal hours for that shift. However, if jury duty lasts for five (5) or more hours while on night shift, five (5) or more hours shall be paid time off. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least two (2) hours remaining of scheduled work if reporting to a state court and at least four (4) hours remaining of scheduled work if reporting to a federal court. ~~to appear in a local, State, or Federal Court, or when required either by the Employer or any other public agency to appear before a court or such agency on matters related to the lawful performance of their duties in their work and in which they are personally involved as a result of the faithful performance of their duties.~~

A) ~~Classification and Employment Seniority will continue to accrue to the employee.~~

~~B) Such employees shall be paid their regular wages for time necessarily spent on such matters after turning over the fees (less mileage) to the County Treasurer.~~

Section 910.96 Bereavement Leave. When death occurs in an employee's immediate family, (spouse, parent, parent of current spouse, child, brother, sister, grandparents, grandchildren, grandparents of current spouse) employees shall receive pay for up to three (3) days of regularly scheduled straight time hours, exclusive of shift and other premiums, provided he/she attends the funeral or memorial service, even if celebrated at a later date. Employees who are absent for more than the three (3) days may choose to charge additional time with the written approval of the Director against their personal or vacation leave banks. For out-of-state funerals, employees shall be permitted to take up to two (2) additional days leave of absence without pay or at the option of the employee to use accumulated personal, sick or vacation leave or compensatory time, provided the time for such leave is approved by the Director in writing. Time thus paid will not be counted as hours worked for purposes of overtime.

Section 910.107 Personal Leave. Each regular full time employee shall be granted sixty-four (64) hours of personal leave each year at the beginning of the pay period that covers the first pay date in December. New employees shall be granted this leave upon completion of six (6) months of service, prorated on the number of months of service. Employees who have not completed six (6) months of continuous employment as of December first shall not receive leave for the prior year; however, shall receive the full sixty-four (64) hours upon completion of six (6) months of employment.

This leave may be used at the employee's discretion for sick or personal reasons. Twenty four (24) hours notice and prior approval by the supervisor is required for general absences, and at least one (1) hour 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 one-half (1/2) hour increments. If any employee has been off work due to sickness or accident for three (3) consecutive days or if the Employer has reasonable cause to believe an employee is abusing sick time, a statement from a physician may be required by the Employer. Employees who establish a pattern of misuse of personal leave may be required to submit a statement from a physician to verify such illnesses. Any balance left, up to 40 hours, following the last pay period in November shall be paid at the employee's prevailing hourly rate on the first paycheck in December.

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 1, 1988, may convert the balance of the sixty-four (64) hours each year to their frozen Sick Leave Bank up to a maximum of 960 hours.

Section 910.118 Sick Leave. Those employees who have a frozen sick bank may use the bank in the following instances:

1. For absences after the sixty-four (64) hours of personal leave have been exhausted.
2. For the first seven (7) calendar days when an employee qualifies for the short term disability coverage.

3. When an employee qualifies for the short term disability coverage, but chooses to use their frozen sick bank first.

An employee who continues in the County’s employ until retirement under the County’s retirement plan and has a balance remaining in his/her frozen sick bank (or upon death) shall be paid at the rate of one-half (1/2) of any unused hours at the prevailing hourly rate of the employee.

ARTICLE XI
SENIORITY

Section 10.1.1 Seniority Definitions. ~~Employment Seniority shall be defined as the length of the employee's continuous service with the Employer commencing from his/her last date of hire. Classification Seniority shall mean the length of continuous service commencing from the date of the employee's service in his/her particular classification. Classification Seniority will be used for purposes of layoff, recall, shift selection, vacation requests, and over time, as defined in the contract. Employees who are employed on the same date shall be placed on the Classification Seniority list in alphabetical order of surnames. Seniority shall be defined as the length of the employee's service within the bargaining unit, prorated for regular part time employees, during their current period of employment with the Employer, reduced for unpaid leaves of absence (excluding FMLA and approved time off) and layoffs of thirty (30) days or longer. Employees who are employed on the same date in the bargaining unit shall be placed on the seniority list by date and time of application. For purposes of vacation and longevity, the length of service shall be determined by the employee's last date of hire with the Employer~~

Section 10.2 Probationary Period.

- A.) All new regular employees ~~or those promoted or transferred from within the department~~ shall serve a minimum probationary period of 2,080 hours of actual time worked excluding overtime hours worked. New employees shall normally complete the required training program in 1,000 hours worked or less. In the event that training exceeds 1,000 hours, the probationary period shall be extended by the numbers of hours over 1,000. Completion of the training program is achieved when the employee is independently operating a console as designated by the Director or Deputy Director. Those employees promoted or transferred from within the department shall serve a trial period of 2,080 hours and in accordance with the requirements of Section 16.3. ~~shall serve a probationary period of twelve (12) months.~~
- B.) The Association shall represent probationary employees for the purpose of collective bargaining; however, probationary employees are “at-will” and may be terminated at any time by the Employer in its sole discretion. Neither the probationary employee so terminated nor the Association shall have recourse through ~~to~~ the grievance procedure over such termination.
- C.) ~~If an employee is absent from work due to illness or other reasons for a period of forty (40) regularly scheduled hours (thirty (30) calendar days for internally promoted employees) or longer, such period of his/her absence shall be added to the probationary period.~~

~~Absences due to an in-service training or job related injury shall not be added to the probationary period.~~

- C.D) During the probationary period an employee shall be eligible for employee benefits as expressly provided in this Agreement consistent with plan documents. After an employee has successfully completed his/her probationary period of employment, he/she shall be put on the Classification Seniority list and such seniority shall be as of his/her last date of selection as a regular employee in this classification.

Section 101.32 Seniority List. The Seniority List on the date of this Agreement shall show the names and classifications of all employees in the bargaining unit. The Employer will keep the seniority list up to date from time to time and will furnish the Association an up-to-date list ~~on a monthly basis~~ upon request. Challenges to the Classification Seniority List will only be accepted within thirty (30) calendar days of the dated posting, or such list shall stand approved as posted.

Section 101.43 Loss of Employment Relationship. An employee's seniority and employment with the Employer shall terminate for the following reasons:

- A.) He/she quits or retires.
- B.) He/she is discharged or terminated and the action is not reversed through the grievance procedure.
- C.) He/she is absent for three (3) working days without properly requesting leave from the Employer and supplying a satisfactory reason for such absence. This is not to be construed as limiting the right to issue discipline for any unjustified absence.
- D.) He/she fails to return to work when recalled or at the specified date at the termination of any leave of absence, unless otherwise excused.
- E.) The employee is on a layoff for more than twelve (12) months (except for Workers' Compensation leave which cannot exceed twenty-four (24) months). In the event of layoff, employees with less than ten (10) years would retain classification seniority for a total of twelve (12) months. If the employee has more than ten (10) years, they would retain their classification seniority for twenty-four (24) months.
- F.) If an employee returns to work before exhausting FMLA leave, the employee will be returned to his/her previous position, subject to the FMLA provisions. In all other cases, the following shall apply:
 - 1a. If the employee has used a cumulative total of up to twelve (12) months leave or less during the preceding twelve (12) months, then the employee will be treated as an internal candidate for available positions;
 - 2b. After twelve (12) months of leave the employee will lose Classification and Employment Seniority.

- G.) He/she has exhausted all of their sick, vacation, personal and comp leave banks and is not approved for any other leave.
- H. He/she is convicted or pleads guilty or nolo contendere to a felony, or a misdemeanor which results in jail time sentence.
- I. If he/she makes an intentionally false statement on his/her employment application or other Employer document.

Section 10.5 Separation from Employment. Employees resigning from County employment shall submit said resignation in writing to their department head, with a copy to the Human Resources Department at the same time, stating the effective date, at least ten (10) working days prior to the effective date. In the case of retirement, employees should notify their department head and Human Resources in writing thirty (30) calendar days prior to the effective date.

ARTICLE XII **LONGEVITY COMPENSATION**

Section 112.1 Grandfathered Longevity Plan B. Regular full time employees hired prior to January 1, 2006, and after November 26, 1985, shall receive a longevity bonus payable as a separate check on the first pay date in December in accordance with the following schedule:

- A.) After completion of five (5) years of service the employee shall receive a \$50 longevity bonus.
- B.) In December of the sixth and succeeding years thereafter, \$50 annually will be added to the longevity bonus with no maximum limit.

~~**Section 12.2 Grandfathered Longevity Plan A** Regular full time employees hired prior to November 27, 1985, and who selected Plan A on the "Employee Election of Longevity Pay Plan prior to December 30, 1985, a longevity bonus shall be payable as a separate check on the first pay date in December in accordance with the following schedule:—~~

~~After 10 years of service:— 5% of base pay
After 15 years of service:— 10% of base pay~~

~~This payment shall be prorated over the remainder of the calendar year in which completion of the 10 years (or 15 years) service occurs.~~

Section 112.23 Longevity Paid Upon Termination. At the end of employment with the County, any longevity bonus amounts owed under either plan will be prorated over the number of pay periods or portion of pay periods worked until the last record day of employment.

ARTICLE XIII **HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE**

Section 123.1 Regular Hours of Work. The regular schedule of an employee's work shall consist of twelve (12) continuous hours (or 10 and/or 8 hour shifts to avoid built-in overtime), inclusive of a one half hour paid meal period (provided an emergency situation does not exist which would automatically preclude it).

- A.) It is recognized and understood that deviations from the regular schedule of work may be necessary as a result of a temporary shortage of manpower and public safety emergencies.

Section 123.2 Breaks. Employees are allowed two (2) fifteen (15) minute work breaks, one (1) in the first part of the shift and one (1) in the second part of the shift, per day, which are to be taken at a time to allow for the continuous and effective operation of the department, and which shall not carry over or accumulate.

Section 123.3 Overtime Rate. Overtime pay shall be at the rate of time and one half (1 1/2) of the employee's regular hourly rate, excluding all forms of premium pay, paid holidays, approved vacation leave, approved bereavement leave, sick leave and personal leave used, for all work performed in excess of twelve (12) hours in any twenty-four (24) hour period or for all hours worked in excess of forty (40) hours in any one work week.

Section 123.4 Overtime Distribution.

- A.) If requested to work overtime, an employee will be expected to do so unless he/she is excused for good cause.
- B.) All overtime work to which overtime pay is applicable shall be distributed as equally as possible among qualified and capable employees within a reasonable period of time and within the classification affected.
- C.) ~~An overtime distribution sheet containing supervisors' overtime shall be kept current within the classification affected. Supervisors' overtime worked shall be added to the overtime distribution sheet within a period of four days.~~ An overtime distribution list shall be kept current within the classification affected. Overtime worked shall be added to the overtime distribution sheet within a period of four (4) days. Only overtime worked in the primary dispatch center, the back-up dispatch center, the communications trailer, or at an off-site location where basic primary dispatch functions are provided will be added to the overtime distribution list. The majority of said off-site overtime would be distributed through regular overtime distribution methods. However there may be rare occurrences when a Dispatcher Supervisor may be "assigned" to cover a special event and the overtime is not distributed through the regular procedures. Under that circumstance, the off-site overtime would be added to the Overtime Distribution List and would count towards total cumulative hours. Overtime gained as a result of attending a training or conference will not be posted on the overtime distribution list and will not be factored in when determining total overtime hours. On January 1 of each year the overtime distribution list shall be zeroed out. Each year following the zeroing out of overtime accumulation, the initial order of call-in shall be by seniority (highest first), with subsequent overtime assignments being distributed to the remaining employees by seniority (highest first) with zero overtime hours, until each employee has accumulated overtime worked or charged on the overtime distribution list.

- D.) When an overtime assignment occurs, the first employee able to be reached with the lowest number of overtime hours worked in the overtime distribution ~~book-list~~ for the classification affected shall be directed to work the overtime. That employee may trade with another regular employee within the same classification. The employee taking the hours ; however the second employee must call and confirm he/she is taking the hours on a taped phone line. In cases where a more eligible employee for an overtime assignment calls back after a less eligible employee has been directed to work, the directed employee shall have the option to keep the overtime assignment or have it reassigned to the more eligible employee.
- ~~E) When an available overtime sheet is posted, a ten (10) day cut off date shall be set for the employees of the Bargaining Unit. After that date other qualified employees of the department may work the available overtime.~~
- E. Overtime assignments shall not result in an employee being required to work more than eighteen (18) continuous hours, inclusive of their regular shift, in any twenty- four (24) hour period. If there is no regular employee within the classification who is able to take the hours, the Employer may call any employee in another classification or any qualified on-call employee.
- F. Scheduled overtime shall be posted quarterly, with a deadline date to voluntarily sign up no more than 10 days prior to the date in which the overtime is scheduled. When an overtime shift is left unassigned, and with the approval of the Director, other qualified employees of the department shall have the opportunity to bid for the available overtime shift(s). If still left unassigned, the overtime assignment will be distributed to the most eligible bargaining unit member with the lowest number of accumulated overtime hours on the overtime distribution list.
- G. If the Employer violates the overtime policy, the only remedy will be to award the violated employee the next available overtime.

Section 123.5 Shift Assignment. ~~Shift assignments shall be made on a quarterly basis based on Classification Seniority; however, all supervisors shall work an annual total of 60 hours on a non-preferred shift. This can be accomplished by working overtime, or trading time with another supervisor. If the minimum 60 hour requirement is not reached by the fourth quarter, management reserves the right to assign personnel to the opposite shift, potentially displacing the next senior supervisor.~~

~~A log will be maintained in the overtime book documenting the number of hours worked as non-preferred shift times for each supervisor.~~

Shift assignments shall be made on a quarterly basis based on the employee's preference according to his/her seniority within the bargaining unit. Those eligible must have completed at least one year of service within their classification.

The Employer shall grant such requests for shift preference provided that said request shall not be detrimental to the efficient operation of the department. The Employer reserves the right to make temporary assignments in mid-period due to extended illnesses, injuries, education and training, and vacations to accommodate the employees and the shift.

An employee may request a shift preference at the first selection period after he/she has completed the required one (1) year probationary or trial period.

Section 123.6 Shift Premium. Employees shall receive a shift differential of fifty cents (.50) per hour in addition to their regular pay and overtime pay for all hours worked between 6 p.m. and 6 a.m. The shift premium amount (.50) shall not be eligible to be paid at time and a half.

Section 123.7 Shift Times. Management reserves the right to establish additional shifts or change shift starting and ending times with sixty (60) days notice. Should a vacancy occur of at least two weeks duration, employees may be required to change their shift time as deemed necessary by the Employer. The Employer shall not make such change arbitrarily or to avoid payment of overtime. Management reserves the right to adjust the commencement times for the shifts by a maximum of one (1) hour. Any adjustment in these times shall be provided to the Association thirty (30) days prior to implementation. Management shall not make more than one such shift adjustment in a six (6) month period.

Section 123.8 Compensatory Time. Employees who are entitled to overtime pay at the overtime rate as provided in this Agreement, may be authorized in lieu of overtime payment ~~shall~~, at their option and approved by the department head, ~~be credited with~~ an equivalent amount of compensatory time ~~in lieu of money payment~~. An employee may bank compensatory time at one and one-half (1 ½) times the number of hours worked, up to a maximum of forty-eight (48) hours. Compensatory time off may be requested of the Department Head only after earned and at his/her discretion may be granted when workload and scheduling may permit. Employees granted compensatory time off may have such time canceled prior to beginning such leave if deemed necessary by the employer.

ARTICLE XIII
HOLIDAY PAY

Section 134.1 Paid Holidays. The following shall be considered as paid holidays for purposes of this Agreement (prorated for part time employees):

New Year's Day	January 1st
Washington's Birthday	3rd Monday in February
Good Friday	April 3, 2015
Memorial Day (observed)	Last Monday in May
Independence Day	July 3 rd
Labor Day	1 st Monday in September
Veterans Day	November 11th
Thanksgiving Day	November 26, 2015
Day after Thanksgiving	November 27, 2015
Christmas Eve Day	December 24th

Christmas Day
New Year's Eve Day
Floating Holiday

December 25th
December 31st

Section 134.2 Eligibility for Holiday Pay. To be eligible for holiday pay, an employee must work his/her scheduled day before and his/her scheduled day after a holiday or be on paid authorized leave (excluding leaves covered by Short Term Disability or Workers' Compensation Insurance). Employees who take leave for illness on the day before or day after the holiday may be required to present a physician's slip in order to receive holiday pay.

Section 134.3 Compensation for Holidays Not Worked. No holiday for which an employee is paid and during which he/she did not work shall be considered or treated as time actually worked by him/her for purposes of overtime compensation.

Section 134.4 Holidays During Leave. Holidays occurring during a vacation period, ~~of~~ bereavement leave, or authorized personal leave are compensable and shall not be charged against the employee's accumulated time.

Section 134.5 Compensation for Work on a Holidays Worked. Employees who are ~~required~~ scheduled to work on a holiday shall receive in addition to the twelve (12) hours holiday pay, time and one half (1 1/2) for all hours worked. If an employee is required to work in excess of twelve (12) hours on a holiday, he/she shall be paid two and one-half (2 1/2) times the hourly rate for all hours in excess of the regular twelve (12) hour shift.

Section 134.6 Compensation for Non-Worked Holidays Work Not Scheduled on Holiday. Employees covered by this Agreement who are not scheduled and do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore designated, shall be compensated for such holiday based on eight (8) hours at the straight time hourly rate, excluding premiums, of the particular employee.

Section 134.7 Compensation ~~for when~~ Scheduled to Work but do not Work on a Holiday. Employees who are scheduled to work on the holiday, but who ~~are given request and are granted~~ the day off due to excess coverage, will receive their normal rate of pay for that day. ~~twelve (12) hours of holiday pay.~~

Section 134.8 Eligibility for Holiday Pay Agreement to Work on Holiday but Does Not Work. ~~To be eligible for holiday pay, an employee must work their scheduled day before and their scheduled day after a holiday or be on authorized leave as provided in Section 13.2.~~ When an employee agrees and/or is scheduled to work on one of the holidays as defined by the Agreement, and does not work as agreed, he/she shall not receive the pay for such holiday and may be subject to disciplinary action.

Section 134.9 Celebration Date of Holiday. Employees assigned to seven (7) day operations will celebrate the observed holidays as defined by Section 13.1 of this the Agreement.

Section 134.10 Compensation for Non-Scheduled Employee who Works on Holiday. Employees who are not scheduled to work on a holiday and who are ~~required~~ ordered to report to

work shall be paid, in addition to the holiday pay, two (2) times their hourly rate for all hours worked on the holiday.

ARTICLE XIV
VACATION

Section 145.1 Vacation Eligibility and Schedule. Employees working under this Agreement shall receive paid vacations in accordance with the schedule hereinafter stated and provided they are eligible.

Vacation shall accrue but not be available for use until after six (6) months of service. Such vacation shall be accrued on a biweekly basis in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>HOURS</u>
Less than 3 years	80
3, but less than 5 years	96
5, but less than 10 years	120
10, but less than 15 years	136
15, but less than 25 years	160
25 or more years	200

Section 145.2 Vacation Carryover, Waiver, and Pay Upon Termination. Accrued and unused vacation days shall be carried forward to the next subsequent vacation eligibility year with a maximum limitation on carry-over of two hundred (200) hours. Any hours beyond the two hundred (200) hour maximum, even when approved for extension by the department head or County Administrator, shall not be included in the employee’s payout calculation upon termination for any reason, unless a timely request for vacation leave has been denied.

An employee may not waive a vacation and receive extra pay for work during that period. If an employee is required by the Employer to reschedule his/her vacation, then the maximum carry-over provision will not be invoked, provided the employee utilizes the excess hours within one hundred eighty (180) calendar days.

Upon termination of employment, an employee, employee’s spouse, designated beneficiary, or employee’s estate, shall be compensated in wages for unused vacation leave that such employee has accrued through the date of termination, subject to the above limitations.

Section 145.3 Illness During Vacation. If an employee becomes ill and/or is under the care of a physician during his/her vacation, he/she may choose to use available personal leave and/or accrued sick leave bank (if applicable) rather than vacation leave for that period of time. A physician’s statement may be required by the Employer.

Section 145.4 Vacation Scheduling by Classification and Shifts. ~~Vacation schedules by classification and affected shifts will be worked out as far in advance as possible.~~ the Jan/Feb/Mar requests will be accepted between December 1st and 15th, the April/May/June requests will be accepted between March 1st and 15th, the July/Aug/Sept requests will be accepted between June 1st and 15th, the Oct/Nov/Dec requests will be accepted between September 1st and

~~15th. Employees shall be permitted to schedule their vacation in conjunction with their regular pass days. Approved requests of two (2) or more vacation days will provide for pass days in conjunction with the request to be considered “vacation” and whereas the employee will not be eligible for overtime unless mutually agreed upon, or during an emergency work assignment identified in Section 2.4. After January 1st and prior to March 15th, each employee shall indicate on a six-month calendar his/her vacation request for the period of April 1st through September 30th. The same process shall be followed between July 1st and September 15th for the period of October 1st to March 30th. After March 15th and September 15th, all employees who have failed to select their vacation time for the following six months will take whatever time is available only on a first-come, first-served basis. Vacation requests shall be scheduled by Classification Seniority with preference given to multiple day requests of five (5) days or more working days. Employees who request vacation periods encompassing the following holidays: Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day, shall refrain from taking both sets of holidays in the same year. Further, employees shall not take the same holidays (described above) two years consecutively. The employee will be notified of approval of vacation periods within a reasonable time after March 15th and September 15th. Any requested change in vacation schedule after notification will require at least thirty (30) days notice. Exceptions may be made for unusual circumstances.~~

Only one (1) employee in each classification shall be scheduled for vacation at any one time. Any second request, or any overlapping days of requested vacation by employees shall be subject to management approval based on staffing. ~~excepting designated holidays, shall be posted for sign up by other department employees.~~ The Employer shall provide a 60 (sixty) day notice before changing this procedure.

Section 145.5 Vacation Pay. Vacation pay will be at the current rate, less premium pay, of the employee. Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an employee is entitled to by reason of any increment plan.

Section 14.6 Maximum Length of Vacation. In an effort to assure all employees a reasonable opportunity to request the vacation periods consistent with their personal needs, the Employer reserves the right to approve vacations up to a maximum of seventeen (17) consecutive days. Vacation requests which exceed two weeks will be held for final evaluation by the Director until all other vacation requests have been submitted.

ARTICLE XV

INSURANCE AND RETIREMENT BENEFITS

Section 156.1 Health Insurance. At a minimum of 90 days prior to the expiration of this Agreement, at the request of either party, a meeting shall occur to discuss health, dental and vision insurance coverage options.

Notwithstanding any contrary provision, the Employer shall provide the same health insurance benefits, under the same terms and conditions, as non-union employees receive, which may change from time to time.

Commencing January 1, 2017, the Employer may offer a second lower cost health care plan. Employees shall have the option to select this plan.

If the County Board of Commissioners, for subsequent plan years commencing 2018, implements, in its discretion and pursuant to 2011 PA 152, either a hard cap election or employee contributions necessary to meet the requirement that the Employer pay no more than 80% of the total annual costs of all of the medical benefit plans election, bargaining unit employees will be required to make contributions under the election made by the Board of Commissioners.

Effective January 1, 2017, all employees covered under the medical benefit plan will be required to pay 20% of the total health insurance premium and taxes of his/her elected plan.

A. Dual Coverage. In situations where a bargaining unit member's spouse is a full-time employee of the County, said employees shall decide which employee receives "primary" coverage and which employee receives "dependent" coverage. Failure by the employee(s) to make a selection within 30 days shall result in the automatic designation of the more senior employee as "primary."

A bargaining unit member who receives either "primary" or "dependent" coverage from the County shall not be eligible for any payment in lieu of coverage.

B. Payment in Lieu of Health Insurance. Employees who are eligible for health insurance coverage through the County and elect to NOT enroll in the group medical insurance plan because they are eligible for coverage under another qualified group health insurance plan available to their spouse and/or eligible dependents will be eligible to receive additional monthly compensation based upon their medical care coverage eligibility status.

The amount of such monthly compensation may be fixed by the Board of Commissioners, but shall not be less than \$166.67 per month. Payments will be made once per month on the first paycheck in each month that the employee would otherwise be eligible for health insurance coverage.

An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications required by the County and under the Affordable Care Act for eligibility for such payments. It is agreed by the Parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine. Should insurance coverage through the secondary source terminate for any reason, the employee should notify the County Administrator within thirty (30) days and re-enroll in the County health insurance program. Failure to timely notify the County may result in the ability to re-enroll being limited to the open-enrollment period.

~~During the term of this Agreement the Employer agrees to provide health coverage for all regular full-time employees, including those on paid leave, and their families as detailed in Appendix B. All employees covered under the health insurance will be required to contribute 6% of the~~

~~premium share of the base plan. The \$250/\$500 deductible plan, as detailed in Appendix B, will remain as the County's base plan. Regular part time employees who elect to do so may be covered, with the County covering the pro-rated amount based on the number of hours the employee is regularly scheduled to work, and the employee reimbursing the County through payroll deduction for the remainder. The Employer's obligation to pay the premium is subject to all of the other provisions of this Article concerning employee payments, co-payments and contributions. Coverage becomes effective the first of the month following thirty (30) calendar days of employment.~~

~~The employee is obligated to pay any applicable cost share whether actively at work or on an approved leave. Failure to make the required cost share payment in a timely manner will result in loss of coverage.~~

~~Employees whose spouses are also employed by Grand Traverse County will not be eligible to be double covered under the health program. They may each select their own coverage if they wish, and dependents will be covered under the employee whose birth date comes first in the year unless otherwise agreed to by both employees or required by the plan documents.~~

~~The benefits provided under this section shall be secondary to any personal protection or personal injury benefits carried by an employee through an insurer under a motor vehicle policy described in Section 500.3101(1) of the Michigan Compiled Laws.~~

~~Eligibility and benefit provisions are provided subject to plan documents.~~

~~The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.~~

Payment in Lieu of Health Care Coverage

~~For employees who otherwise are entitled to health insurance coverage under this section, who are not already covered by the County under a spouse, and meet the requirements of the County's Payment in Lieu of Insurance policy, the employee shall have the option of receiving an annual payment in lieu of such coverage in the amount of two thousand (\$2,000) dollars on a pro-rated basis based on FTE and based on months of service in the given year, subject to the Employer's policy, carrier regulations, and applicable tax law. Employees who are insured under a Grand Traverse County health insurance plan provided to their spouse are not eligible for this payment.~~

Section 156.2 Optical and Dental Insurance. The Employer shall provide the same optical and dental insurance benefits, under the same terms and conditions, as non-union employees receive, which may change from time to time.

~~The County will provide to regular full-time employees optical and dental insurance coverage substantially equivalent to the Dental and Vision Plans as detailed in Appendices C and D.~~

~~Eligibility and benefit provisions are provided subject to plan documents.~~

~~The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.~~

Section 156.3 Retirees Group Health. Employees shall not be eligible for health insurance upon retirement. ~~Employees hired before January 1, 2015 upon retirement from the service of Grand Traverse County shall be eligible to purchase health insurance at the County's group rates, including any Medicare Rider in place. For purposes of this section, retirement means having attained age sixty (60) with eight (8) years of service, or age fifty-five (55) with twenty-five (25) years of service, at the time of separation from employment with the County.~~

Section 156.4 Workers' Compensation. Each employee will be covered by the applicable workers' compensation laws, ~~and t~~The Employer further agrees that an employee, if eligible for workers' compensation, may choose to receive, in addition to his/her workers' compensation benefits, the difference between those benefits and an amount to be paid by the Employer from the employee's accumulated leave banks equal to his/her regular net pay, to be paid by the Employer from the employee's sick or personal leave bank, when combined with the workers' compensation wage benefit. ~~Said benefit period shall be up to eighteen (18) months from the effective date of commencement of workers' compensation benefits.~~ The subsidy will terminate upon the exhaustion of the employee's ~~accumulated leave banks.~~

In addition, the employee's health, dental, ~~and optical~~ and life insurance as specified in this contract will continue to be provided by the Employer while the Employee is on workers' compensation for a period of up to twelve (12) months. ~~eighteen (18) months from the effective date of commencement of workers' compensation benefits.~~ Life insurance coverage as specified in this contract will continue to be provided by the Employer while the Employee is on workers' compensation for a period of up to twelve (12) months from the effective date of commencement of workers' compensation benefits pursuant to the terms of the Life insurance policy certificate.

Any employee who is absent from work due to a work related injury may be required to be examined by a physician and to obtain release to return to work from all treating physicians or a physician selected by the Employer's workers' compensation carrier. A physician is a duly licensed member of a medical profession who has the medical training and clinical expertise suitable to treat the diagnosed condition. For purposes of mental health or psychiatric conditions, a Psychologist or Psychiatrist will be required to provide the physician's statement, to the extent the specialist has the medical training and clinical expertise to treat the diagnosed condition.

Section 156.5 Unemployment Insurance. The Employer agrees to ~~provide unemployment insurance coverage in accordance with the law.~~ be compliant with all unemployment laws.

Section 156.6 Retirement Plan.

A. Defined Contribution Plan. All regular full time and regular part time employees working at least fifty percent (50%) of the normal departmental work week, shall be covered under a Defined Contribution plan as selected by the Employer. ~~As a condition of employment, each full-time employee shall agree to participate in the Michigan Employees Retirement System.~~ The Employer shall contribute 3% of wages under the ~~Municipal Employee's Retirement System,~~ Defined Contribution Plan. Employees may choose to make a one-time irrevocable decision to contribute 3% of their wages to the plan, and if the employee chooses to contribute 3%, the Employer will contribute an additional 3%. Employees will

be 25% vested after 3 years of service, 50% after 4 years of service, 75% after 5 years of service, and fully vested after 6 years of service with Grand Traverse County. ~~Eligibility for Defined Contribution benefits is made in accordance with MERS plan documents and IRS regulations.~~

Employees already enrolled under the ~~MERS~~ Defined Contribution Plan as of December 31, 2014, shall receive from the Employer 6% of wages into the Defined Contribution Plan.

Employees who made the one-time irrevocable decision to contribute 3% of their wages to the defined contribution plan, shall receive from the Employer an additional 3%. Employees will be 25% vested after 3 years of service, 50% after 4 years, 75% after 5 years, and fully vested after 6 years of service.

~~Employees grandfathered under the MERS Defined Benefit plan shall receive benefits under Plan B4, dropping back to B3 at age 65, eight (8) year vesting, and F55/25 Rider. Employees under the Defined Benefit Plan will have a payroll deduction of .9% of gross wage. Age 60 with eight (8) years of service, or age 55 with 25 years of service shall be used for determination of payment of Defined Benefit retirement.~~

Section 156.7 Life Insurance and AD&D Insurance. The Employer agrees to pay the full premium for term Life Insurance and Accidental Death and Dismemberment Insurance for regular full-time employees in the amount of \$20,000 or one times annual base salary, whichever is greater, said insurance to become effective the next day following six (6) consecutive months of employment as a regular employee in accordance with the plan documents.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

Section 156.8 Short Term Disability Insurance. The Employer agrees to provide Short Term Disability Insurance for all regular full time employees under the same terms and conditions as non-union employees receive, which may change from time to time. Under the current plan said, ~~such~~ insurance is to be effective the next day following one hundred eighty (180) days of consecutive service as a regular employee in accordance with the plan documents. This insurance shall provide 66 2/3 percent of the employee's pre-disability wages for up to one hundred eighty-two (182) days for absences due to injury or illness as approved by the insurance carrier. The coverage will begin on the eighth (8th) calendar day following injury or illness. ~~The Employees must use paid leave to cover the eligibility will be required to use a maximum of forty (40) hours of leave bank time during the seven calendar day elimination period before going on short term disability. Eligibility and benefit provisions are provided subject to plan documents. The employee is responsible for cooperating with the carrier's application requirements.~~

Health, dental, optical and life insurance provided by the Employer shall continue during the duration of this coverage. The employee is responsible for all premium payments to the Employer. If premium payments are not remitted all health, dental and optical insurance will be cancelled. The employee's health, dental, optical, and life insurance, as well as their seniority, as specified in this contract will continue to be provided by the employer while the employee is on an approved short term disability for a period of up to one hundred eighty-two (182) calendar days.

~~The Employer has the right to change the provider and/or insurance plans, provided that substantially equivalent coverage is maintained.~~

Section 156.9 Long-Term Disability Insurance. All employees on the Defined Contribution Retirement Plan and actively at work at least fifteen (15) hours each week shall be eligible for Long-Term Disability Insurance in accordance with the plan document. This coverage shall provide sixty percent (60%) of the employee's regular pre-disability earnings for up to twenty-four (24) months for absences due to an eligible injury or illness as determined by the insurance carrier.

The employee is responsible for cooperating with the carrier's application requirements.

Health, Dental, and Vision insurance provided by the employer shall continue for twelve (12) months from the original date of disability, in coordination with Short Term Disability. The employee is obligated to pay any applicable cost share while on an approved leave, as stated in Section 156.1.

Eligibility and benefit provisions are provided subject to plan documents.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

Employees on the Defined Benefit Retirement Plan are not eligible for Long-Term Disability Insurance.

ARTICLE XVII
VACANCY, PROMOTION AND TEMPORARY TRANSFER

~~**Section 17.1 Regular Vacancies** Vacancies within the department shall be given preference to be filled from within the Department. Established job requirements and qualifications shall be used as the criteria as well as any standard examinations utilized for selection. All vacancies shall be posted for a minimum of five (5) days and all employees are required to provide written notice of their intent to fill a classification other than their existing classification.~~

- ~~A) — If the rate of pay in the former class is less than the minimum rate established for the class of the new position the rate of pay shall be advanced to the minimum for the class.~~
- ~~B) — If the rate of pay in the former class is more than the maximum rate established for the new class, the pay shall be reduced to the maximum rate or intermediate step of the new range as determined by the Director.~~
- ~~C) — If the rate of pay in the former class falls within the new range of pay and at the established step in the range of the new class, the salary rate shall be increased to the next higher step in the case of a promotion, and, at the discretion of the Human Resources Director, shall be adjusted to a lower step in the case of a demotion.~~

~~**Section 17.2 Temporary Vacancy** For the purpose of temporarily filling a vacancy in a position of higher classification, the Employer shall solicit a showing of interest from employees within the department. The Director or his/her designee shall assign the most qualified employee to the position from those showing interest. If it involves an assignment in a higher pay classification for over two (2) hours, the employee will receive the higher rate of pay for all hours worked.~~

~~The Director shall determine when a temporary vacancy exists and will proceed to fill such vacancy in accordance with this Article as soon as possible. However, no position shall be considered temporary for a period beyond 180 calendar days without mutual consent of the parties.~~

Section 16.1 Promotion and Vacancies. Promotion and Vacancies within the Bargaining Unit. In order to provide advancement opportunity when vacancies exist in the bargaining unit, the Employer will post for a period of five (5) working days a list of such vacancies indicating the title and rate of pay. The minimum qualifications for the position shall also be included in the posting. Employees who are interested shall make application for such vacancies pursuant to the Employer's normal process within the five (5) day posting period. Placement and/or advancement shall be at the Employer's discretion and the Employer shall consider the employee's experience, work history, qualifications and seniority in filling vacancies. The Employer reserves the right to fill a vacancy from outside the bargaining unit.

Employees who are promoted shall be paid at the wage step in the higher classification which reflects an increase. The date of the promotion shall be the employee's new seniority date for purposes of future step increases within the new classification.

Section 16.2 Transfers. A transfer is defined as a lateral move to another classification within the same pay grade, within the same department. The Employer will post the open position, listing the minimum qualifications. The most-senior qualified applicant will be considered for the position and, if selected, will be required to serve a trial period, in accordance with the contract. Failure to fill the position within the department, the position will be posted within the bargaining unit. Failure to fill the position within the bargaining unit, the Employer may fill the position from outside the bargaining unit.

Section 16.3 Trial Period for Current Employees Who are Promoted or Transfer to a New Position. The successful applicant for promotion or transfer shall serve up to a 2080 hours' worked trial period. At any time during this trial period, the employee may, on his or her own volition, request in writing to be relieved of the new classification and be returned to the former classification and former rate of pay without loss of seniority. At any time during the trial period, the Employer shall have the right to return the employee to his or her former classification without loss of seniority. The employee's or Employer's decision to return the employee to his/her former classification is not subject to the grievance procedure. If an employee is absent from work for any reason for more than five (5) workdays, his/her trial period shall be extended by a period equal to the duration of such absence. The Employer will provide assistance to the applicant by a qualified individual during their training period.

A. During such trial period, the Employer, for just cause, may demote such employee back to his/her former classification. It is further agreed that employees may exercise the right to

voluntarily return to their former classification. In either event, employees shall not lose seniority for previous time in grade, plus the trial orientation period in the new position. Employees who are demoted from a higher classification for disciplinary reasons may be required to serve a six (6) month probationary period and shall be subject to all terms of this Agreement. The employee demoted, or voluntarily returning, shall not be permitted to disrupt the then in effect shift preference of other employees within the bargaining unit.

- B. Employees who return to a classification within the bargaining unit after one (1) year shall not lose seniority for previous time in that classification, or in the bargaining unit, but shall not be credited with seniority for time outside the bargaining unit.

Section 16.4 Pay Rate for Promotion/Demotion or Lateral Moves. Promotions for the purposes of this article are defined as situations in which an employee receives a position at a higher pay grade. If an employee receives a promotion they will be paid as follows:

Employees who are promoted shall be paid at the wage step in the higher classification which reflects an increase. The date of the promotion shall be the employee's new seniority date for purposes of future step increases within the new classification.

Should an employee transfer to an equivalent position within in the same grade and within the Bargaining Unit their pay rate will not change.

In the event an employee is demoted or applies for a lower level position the employee will be paid at the wage step in the lower classification which results in a decrease. The date of the demotion will be the employee's new seniority date for purposes of future step increases within the new classification.

Section 16.5 Temporary Vacancy. For the purpose of temporarily filling a vacancy in a position of higher classification, the Employer shall offer such assignment to the most-senior qualified applicant within the department. The Employer shall determine when a temporary vacancy exists, and will proceed to fill such vacancy in accordance with this section as soon as possible.

ARTICLE XVII **UNIFORMS**

Section 17.1 Uniforms Furnished by Employer. The Employer agrees to furnish the following uniforms to full time employees: a minimum of three (3) shirts/blouses; three (3) pair of pants/skirts; two (2) sweaters, and other wearing garments which are required by the Employer, excluding footwear. The Employer agrees to replace on an as-needed basis.

ARTICLE XVIII **GENERAL**

Section 18.1 County Safety Committee. All safety concerns shall be reported to the Department Head with a copy to the Human Resources Director. ~~All safety ideas and complaints will be handled by the County Safety Committee. If the matter is not resolved by the County's Safety Committee, the Association may appeal to a statutory remedy, if available.~~

Section 189.2 Access to Personnel File. The parties agree that records of service will be kept in the employee's personnel file. The employee shall, upon request and appointment, in the presence of the Employer, have access to his/her personnel file.

Section 189.3 Visits by Authorized Representatives of the Association. Authorized representatives of the Association shall be permitted to visit the operation of the Employer during working hours to talk with the President or designated Alternate, and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Association will arrange with the Employer for time and place prior to the occurrence of such visits.

Section 189.4 Legal Assistance Provided by Employer. The Employer will provide to the employee such legal assistance as will be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is in the lawful performance of his/her assigned duties and responsibilities; provided that notification is immediately given to the Employer that service of process was made upon the employee.

Section 189.5 Training School Expenses. The Employer shall pay the tuition, expenses, and provide proper transportation for training schools as assigned. Any employee designated to attend training schools benefitting both the County and the employee shall be remunerated at their regular rate of pay. Employees will also receive mileage at a rate established uniformly by the County Board of Commissioners if the class is held outside of Grand Traverse County and if transportation is not otherwise available.

Section 189.6 Use of Personal Vehicle. Whenever an employee is requested by the Employer to use his/her own personal vehicle in the line of duty and on the business of the Employer, he/she shall be accorded mileage at a rate as uniformly established by the Grand Traverse County Board of Commissioners.

Section 189.7 Equipment. If equipment should be regarded as defective, an employee should immediately inform his/her immediate supervisor and present a list of defects. If the supervisor determines the equipment to be defective, he/she shall cause the same to be stored until cleared by an appropriate specialist as fit for service. If the supervisor determines the equipment to be fit for service, he/she must so notify the employee in writing.

The Employer shall not require employees to utilize equipment that is not in safe operating condition or equipped with the safety appliances prescribed by law.

Section 189.8 Bulletin Board Notices. The Employer will provide a bulletin board in the facility where employees hereunder are employed for the use of the Association and the Employer. Only official notices are to be posted and must have the signature of the President or or Employer Representative. The Association/Employer will promptly remove from such bulletin board any material which is detrimental to the Association/Employer relationship.

Section 189.9 Rest Periods. Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in unusual situations, manpower shortages or emergencies.

Section 189.10 Bonding. Should it be required that any employee be bonded, any premium involved shall be paid by the Employer.

Section 189.11 Court Appearances. Employees of the bargaining unit who may be required to appear in court on civil or criminal matters, or before Commissioners on matters related to the lawful performance of their work, on days off or other authorized off-duty time, will be paid a minimum of two (2) hours at time and one-half (1 1/2) for their set appearance in lieu of any witness fees.

~~Section 189.12 Call InBack Time. The employees of the bargaining unit will be paid a minimum of two (2) hours at time and one half (1 1/2) for call back time. In the event that the call back occurs on a holiday recognized by this Agreement, the two (2) hour minimum shall be paid at the holiday premium rate of pay, excluding shift premium.~~ The employees of the bargaining unit will be paid a minimum of two (2) hours at time and one half (1 1/2) for call back in time, and a minimum of three (3) hours in event an employee is called in on a scheduled holiday or vacation period. In the event that the call back in occurs on a holiday recognized by this Agreement, the three (3) hour minimum shall be paid at the holiday premium rate of pay, excluding shift premium, unless said time exceeds the prescribed time limits contained in Section 13.5.

Section 189.13 Hours Considered Worked. All hours paid to an employee, exclusive of overtime, shall be considered as hours worked for the purpose of computing fringe benefits under this Agreement.

Section 189.14 Pay Periods. The Employer shall provide for biweekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose. Pay day will be every other Friday following the end of the pay period for hourly employees.

Section 189.15 Association's Right to Examine Time Sheets. The Association shall have the right to examine the time sheets and other records of the Employer pertaining to the computation of compensation for an employee who has submitted a specific grievance relative to such compensation. Upon request by the Association, such records shall be furnished by the Employer for inspection.

Section 189.16 Employer's Right to Establish Rules. The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees if such rules, regulations, procedures and policies concern working conditions. If the Association believes that any rule, regulation, policy and/or procedure is inconsistent with the terms of this Agreement, the Association can request a special conference (Section 5.1) and not subject to the grievance procedure. a grievance may be filed within seven (7) calendar days after the establishment or application of such rule, etc., and thereafter considered in accordance with the grievance procedure.

Section 189.17 Tuition Reimbursement. Employees who receive prior approval for educational courses relating to their job performance may receive tuition reimbursement from the Employer in accordance with County policy.

Section 189.18 Offer of Basic Training Opportunities. All ~~basic~~ voluntary training opportunities shall be posted for sign-up, and the employer will determine who will be sent based on scheduling, prior training opportunities, need, etc. Employees of the bargaining unit will be scheduled for all mandatory training to comply with the most current State 911 Committee minimum dispatcher training standards as well as the required continuing education.

Section 189.19 Alcohol & Drug Testing Policy Free Workplace. The County's Drug Free Workplace Policy applies to bargaining unit employees. Employees violating this policy will be subject to disciplinary action, up to and including termination. Changes to this section of the policy are subject to ten (10) days' prior written notice to the Union.

~~1. Purpose:~~

~~The use, abuse and possession of alcohol and illegal drugs in the workplace are a threat to the health and safety of employees and the general public. Grand Traverse County is committed to providing a working environment free from alcohol and illegal drugs. This policy is designed to aid the County's operational leadership in ensuring a safe and healthful workplace for its employees, contractors, volunteers and interns.~~

~~2. Policy:~~

~~It is the policy of Grand Traverse County to provide and maintain a drug-free workplace. The manufacture, possession or sale of alcoholic beverages or illegal drugs on County premises or when conducting business on behalf of the County is prohibited. Reporting for work or working while under the influence of, or with a detectable level of, illegal drugs or alcohol is prohibited. Lawfully prescribed prescription drugs used in accordance with their instructions are not subject to this policy, except that, if the prescription carries a warning or caution about possible effects, the employee is required to determine from their physician whether they can safely perform their duties. If in doubt, the employee must notify their supervisor, or the Human Resources Director, before working while using the prescription. However, reporting for work or working under impairment caused by the abuse of lawfully prescribed drugs is prohibited. A violation of this policy may result in corrective action, up to and including termination.~~

~~3. General Information:~~

~~An employee may be subject to corrective action, up to and including termination, for violation of this policy. Any employee who is convicted of, or pleads guilty or nolo contendere to, a drug or alcohol related offense must report such offense to the Human Resources Director within five (5) days of the date of conviction, irrespective of whether the conviction has been appealed.~~

~~Any employee who feels that he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Any employee who wishes to receive information regarding drug and/or alcohol counseling and rehabilitation may contact the Human Resources Director or the Employee Assistance program.~~

4. Procedure:

~~The County may require an employee to submit to urine testing for drugs and/or breath testing for alcohol based upon reasonable suspicion. Reasonable suspicion testing may be based upon, among other things:~~

- ~~A) Observable phenomena, such as direct observation of drug or alcohol use or possession, and/or the physical or behavioral symptoms of being under the influence of a drug or alcohol;~~
- ~~B) A pattern of abnormal conduct or erratic behavior;~~
- ~~C) Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;~~
- ~~D) Information provided either by reliable and credible sources and independently corroborated; or~~
- ~~E) Newly discovered evidence that the employee has tampered with a previous drug test.~~

5. Testing:

~~The County shall arrange for the testing and shall transport the employee to the test site. Employees requested to submit to a drug and/or alcohol screening test must do so immediately or by a time otherwise specified by the employer. Employees may not delay in taking the test, or otherwise interfere with the testing process. Any employee who violates this provision will be deemed to have voluntarily resigned from COUNTY. The employee shall be suspended with pay during the testing procedures and while waiting for the test results. Employees who are tested must consent to release of the test results to the County. A refusal to take a test or to release the test results, as well as interference with or adulteration of test procedures or samples, shall be deemed to be a voluntary resignation. The provisions of 49 CFR 40.191 and 40.261 describe employee conduct that constitutes a refusal to test.~~

~~All drug and alcohol testing shall be conducted by a laboratory or testing facility which has been approved by the Department of Public Health of Michigan, or which meets the standards set out in 49 CFR Part 40, as amended, and shall be paid for by the Employer.~~

~~Preliminary urine testing may be done by immunoassay procedures, but samples testing positive from such preliminary screening tests shall be subject to an additional confirmatory gas chromatography/mass spectrometry (GC/MS) test. No urine test shall be reported positive until confirmation by such GC/MS testing. The procedures shall include a Medical Review Officer (MRO). In addition, the laboratory shall retain a portion of the initial sample to be made available on request to the employee for independent confirmatory tests at the employee's expense at a laboratory of the employee's choice.~~

~~The cutoff limits for confirmation tests established in 49 CFR Part 40 shall be used to determine whether a drug test result is positive for those drugs for which such limits are set in that Part. For~~

~~any other drug, the cutoff limits recognized by the testing laboratory shall be used to determine whether a drug test result is positive. In the event that the cutoff limits established in 49 CFR Part 40 are revised and/or an agency of the federal government establishes cutoff limits for any additional drugs or metabolites, such revised or new cutoff limits shall be used.~~

~~The current positive test result "cut-off" levels shall be as provided in 49 CFR 40.29(f) set out in the following table:~~

~~Initial Test Cutoff Concentration (Nanograms/milliliter)~~

Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	2000
Phencyclidine	25
Amphetamines	1000

~~Confirmatory Test Cutoff Concentration (Nanograms/milliliter)~~

Marijuana metabolite (1)	15
Cocaine metabolite (2)	150
Opiates:	
Morphine	2000
Codeine	2000
6-Acetylmorphine (4)	10
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Metamphetamine	500
Barbiturates	200
Benzodiazepine	200
Methadone	200
Methaqualone	200
Propoxyphene	200

~~Tests for alcohol levels shall be considered to verify intoxication or impairment when the blood/alcohol level is .04 percent. When the level is relatively low, consideration will be given to any reasonable explanation offered by the employee, as well as to the rate at which blood alcohol metabolizes. If the explanation is reasonable or shows that the employee has not been irresponsible, no action will be taken.~~

~~Only specimens confirmed as positive by the GC/MS test procedure shall be reported as positive for controlled substances by the testing laboratory.~~

~~The Employer will not utilize blood tests for the presence of drugs and/or alcohol unless requested by the Employee. Should the employee request blood testing, he/she must agree to release the blood test results to the Employer.~~

~~6. —“Last Chance” Rehabilitation Agreement:~~

~~As an alternative to discharge or other discipline, the County may, but is not required to, offer a Last Chance Rehabilitation Agreement. Ordinarily such requests will be granted for first time infractions unless the employee has a history of drug or alcohol related rule violations or a criminal conviction, or the misconduct includes sale or significant possession or other serious aggravating circumstances. Such a Last Chance Rehabilitation Agreement will include the following:~~

- ~~A) — The employee must successfully participate in and complete any and all rehabilitation and counseling activities recommended by the EAP or other entity used.~~
- ~~B) — The employee will be subject to unannounced periodic testing for a period of twelve (12) months after their return to work.~~
- ~~C) — The employee will be required to execute a release authorizing all rehabilitation and counseling agencies and providers to release any and all information to the employer regarding attendance; participation; motivation to address and correct problems; prognosis and any other recommendations.—~~
- ~~D) — The Last Chance Agreement must be signed by the employee and the Association, and must acknowledge that any positive test during the twelve (12) month period covered by the Agreement shall constitute just cause for discharge.~~

Section 189.20 Travel Time. ~~Employees shall be paid for all hours spent in travel, including as a passenger on an automobile or airplane.—~~ in accordance with applicable laws.

Section 18.21 Emergency Manager. To the extent required by MCL 423.215(7), an Emergency Financial Manager appointed under the Local Government and School District Financial Accountability Act (being MCL 141.1541, et seq) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act.

ARTICLE XIX **SAVINGS AND WAIVER CLAUSE**

Section 19.1 Savings Clause. If any Article or Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal, the remainder of the Agreement and addendums shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 19.2 Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise. The provisions of this Agreement can be

Appendix A Wage Scale

Effective January 1, 2017

No increase over 2015

	Train 1	Train 2	1	2	3	4	5	6
H	17.89	19.18	20.67	21.61	22.56	23.61	24.68	25.80

~~Appendix B
Summary of Health Benefits~~

~~Appendix C
Summary of Dental Benefits~~

~~Appendix D
Summary of Vision Benefits~~

AREA AGENCY ON AGING

of Northwest Michigan

2016 Annual Report

For Fiscal Year October 1, 2015—September 30, 2016

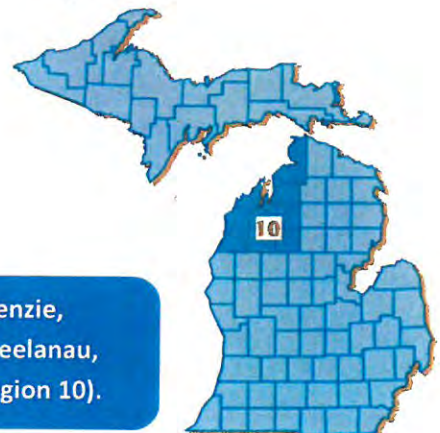
Earlier today I paused in the hallway of AAANM to listen to a remarkable conversation. One of AAANM's Social Workers was on the phone with an obviously distraught spouse. As the Social Worker talked, I gleaned that the gentleman on the phone was heartbroken. The love of his life has progressive dementia. In her normal calm and compassionate way, the Social Worker talked with him about supports and services that might be available to help care for his wife. She also validated the importance of his caregiver role and the need to take care of himself. The call concluded by scheduling a time with the gentleman and his wife for Options Counseling, an opportunity to meet with an unbiased Specialist to create a plan for long term care supports and services.

As I walked from the hallway to my office, I thought about all of the lives AAANM impacts each year, whether it be by providing information and assistance, offering workshops to manage chronic conditions like diabetes, coordinating in-home services for those in a Care Connections program, or helping individuals with Medicare open enrollment and selecting a Part D drug plan. The staff at AAANM, their capacity to be there and support older adults, persons with disabilities, caregivers and family members, continually awes me.

In the spirit of awe, I would also like to recognize the AAANM Board of Advisors (BOA). The BOA is a group of volunteers who advocate for and educate about the needs of older adults in Region 10. During FY2016, members of the BOA came together and reinstated Senior Empower Day (SED). SED is a regional, signature education event for older adults and caregivers. On September 21, 2016, presentations and activities provided valuable information about planning for aging and maximizing health during the aging process to almost 200 individuals. My hat is off to the BOA members who worked tirelessly to make the 2016 Senior Empower Day a reality!



Robert Schlueter
Executive Director, AAANM



An Area Agency on Aging serving Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee and Wexford Counties (Region 10).

AREA AGENCY ON AGING OF NORTHWEST MICHIGAN

(AAANM) is a private, non-profit corporation, designated as an Area Agency on Aging in 1974 by the Michigan Aging and Adult Services (AASA), formerly Michigan Office of Services to the Aging (OSA).

As one of more than 670 Area Agencies on Aging nationwide, AAANM is responsible for developing, managing and funding a comprehensive system of services for older adults in ten counties of northwestern lower Michigan.

DIRECT SERVICES

	Units	Clients
Creating Confident Caregivers Program (hours)	861	65
Elder Abuse Prevention (hours)	75.5	n/a
Information and Assistance (contacts)	2,059	n/a
Long-Term Care Ombudsman (contacts)	2,025	n/a
Medicare / Medicaid Assistance Program (contacts)	7,546	n/a
Personal Action Toward Health Program (hours)	2,084	190
Tailored Caregiver Assessment (T-Care) (hours)	10	4
A Matter of Balance (hours)	3,601	337

The mission of AAANM is to **SERVE AND ADVOCATE** for older persons, adults with disabilities and caregivers by supporting their **INDEPENDENCE, DIGNITY and QUALITY OF LIFE.**

CONTRACTED SERVICES

	Units	Clients
Adult Day Health (hours)	4,514	31
Adult Day Transportation (trips)	2,528	26
Kinship Caregiver Supplemental Services	n/a	21
Congregate Meals (meals)	164,745	6,801
Home Delivered Meals (meals)	321,260	2,307
Legal Assistance (hours)	626	229

AAANM contracts Federal Older Americans Act and State Older Michiganians Act funding to organizations serving Region 10. The following organizations received contracted funding in FY2016:

Antrim County Commission on Aging

Kalkaska County Commission on Aging

Benzie Senior Resources

Legal Services of Northern Michigan

Charlevoix County Commission on Aging

Northwest Michigan Community Action Agency

Child & Family Services of Northwestern Michigan

VitalCare Adult Day

Friendship Centers of Emmet County

CARE CONNECTIONS

Care Connections is a program that offers individuals the supports they need to remain living in the community. Support Coordinators (nurses and social workers) help individuals understand and access the care options available to them.



Care Management Services	409	people
Caregiver Respite Services	6	people
MI Choice Waiver Services	458	people
Nursing Home Transition Services	37	people
Veterans Services	6	people

PURCHASED SERVICES

	Care Management	MI Choice Waiver
Adult Day Health (hours)	1,296	1,275
Community Living Supports (hours)	n/a	357,164
Home Delivered Meals (meals)	n/a	21,260
Homemaking (hours)	14,110	n/a
Personal Care (hours)	15,239	n/a
Personal Emergency Response Systems (clients)	155	188
Private Duty Nursing / Training (hours)	2,363	4,152
Respite Care (hours)	13,778	2,931
Transportation (clients)	101	150

CARE MANAGEMENT - Guides adults 60 years and older who have long term care needs to resources that help support care in the community.

MI CHOICE WAIVER - Coordinates a plan that supports adults 18 years and older who are eligible to have Medicaid pay for their long term care in a community setting.

NURSING HOME TRANSITION SERVICES - Assists Medicaid eligible adults to develop a plan for returning to community living.

To view client testimonial videos for Care Management, MI Choice Waiver or Nursing Home Transition Services, or to view a video about Creating Confident Caregivers, Personal Action Toward Health (PATH) and Tailored Caregiver Assessment, please visit www.aaanm.org.

Area Agency on Aging of Northwest Michigan
1609 Park Drive, PO Box 5946, Traverse City, Michigan 49696-5946
231.947.8920 - 1.800.442.1713

FY2016 Highlights

Community Linkage

Providing information about long term supports and services and linkage to community resources is a fundamental role of Area Agencies on Aging. At AAANM, trained Specialists (nurses and social workers) are dedicated to assisting those who call or walk in. Specialists answer questions, help individuals navigate family dynamics, make connections to programs and resources, and some days, just lend a shoulder on which to cry.

Building Relationships

As the delivery of healthcare evolves, AAANM recognizes the growing importance of being an expert in aging issues and the provision of long term care supports and services. During FY2016, AAANM actively participated in several initiatives to increase connection and linkage between healthcare providers, community organizations and older adults, persons with disabilities, and caregivers. Some examples include:

- Strengthening AAANM’s presence with healthcare providers as a resource to assist older adults and caregivers in navigating aging issues and long term care needs.
- Working with an electronic Health Information Exchange (HIE) to receive notification when AAANM clients are in the Emergency Room or admitted to the hospital.
- Participating as a Steering Committee member with the Northern Michigan Community Health Innovation Region (NMCHIR) to increase connection between physicians and community organizations to address patient needs.

Expanding Services

AAANM offers Diabetes Personal Action Toward Health (PATH) workshops throughout Region 10. Diabetes PATH workshops encourage individuals to actively self-manage their condition.

In FY2016, AAANM expanded Diabetes PATH to include individual consults with a Diabetes Nurse Educator and a Registered Dietician. The *LIFE with Diabetes* program received formal accreditation from the American Association of Diabetes Educators.

FY2016 Audited Financial Summary

EXPENSES	Dollars
Community Services	\$1,290,025
MI Choice Waiver	\$8,029,990
Home Delivered Meals	\$938,749
Congregate Meals	\$533,106
Care Management Support	\$567,876
Administration/Support/Planning	\$280,562
Other (in house programs)	\$316,680
Senior Employment	\$0
Program Development	\$69,129
Total	\$12,026,117

REVENUES	Dollars
MI Choice Waiver	\$8,029,990
Local Cash	\$43,000
Federal Support	\$2,072,651
State Support	\$1,692,334
Care Management	\$58,443
Other	\$129,699
Total	\$12,026,117

AAANM receives federal and state dollars through agreements with the Michigan Department of Health and Human Services/Aging and Adults Services Agency.

AAANM also appreciates funds from each of the ten county government units, as well as contributions/memorial gifts from clients, caregivers and the general public.



Action Request

Meeting Date:	June 7, 2017		
Department:	Administration	Submitted By:	Jody Lundquist
Contact E-Mail:	jlundquist@grandtraverse.org	Contact Telephone:	231-922-4680
Agenda Item Title:	Approval and Implementation of Pension Stabilization Plan		
Estimated Time:	<input type="text"/>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

Consistent with the Board of Commissioners' prior direction to Administrative staff and as discussed at special study sessions of the Board of Commissioners held on April 12, 2017 and May 10, 2017, the following is recommended to be approved by the Board:

1. An agreement with MERS extending the pension amortization schedule from 12 years to 16 years
 2. Appropriate and authorize payment of \$5,600,000.00 as required by the terms of the MERS Amortization Extension Agreement
 3. Contribute level payment of at least \$5.9 million per year, pursuant to the agreement, directing the difference between the actuarially determined minimum contribution and the annual payment of \$5.9 million to a surplus division within the pension plan
 4. Adopt the MERS Retiree Healthcare Funding Vehicle for funding the County's unfunded retiree healthcare liability
 5. Appropriate and authorize payment of \$250,000 of General Fund unrestricted fund balance for transfer to the Retiree Healthcare Funding Vehicle
 6. Adopt the MERS Investment Services Program Resolution for investing funds to stabilize future pension payments
 7. Authorize the Board Chairwoman and staff to take the necessary actions to implement these items
- Additional information is provided in the Memorandum and Resolution attached.

Suggested Motion:

Approve the attached resolution

Financial Information:

Total Cost:	\$5,850,000	General Fund Cost:	\$2,901,711	Included in budget:	<input type="radio"/> Yes <input checked="" type="radio"/> No
-------------	-------------	--------------------	-------------	---------------------	---

If not included in budget, recommended funding source:

Appropriation of Fund Balance, as described in the attached resolution

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

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date:

Miscellaneous:

Attachments:

Attachment Titles:

Memorandum from Administration, MERS Extension Agreement, CBIZ Reports, ISP Resolution



Memorandum

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

TO: Board of Commissioners

FROM: Tom Menzel, County Administrator
Jody Lundquist, Finance Director *JJM*

DATE: June 2, 2017

SUBJECT: Approval and Implementation of the Grand Traverse County Pension Stabilization Plan

Over the past 12-months the County has studied and reviewed various options to address the County's \$60 million unfunded pension and other post-employment benefits (OPEB) liabilities in a comprehensive Pension Stabilization Plan.

The goal of the Pension Stabilization Plan is to achieve the following:

- Provide long term financial stability for the County by stabilizing annual payments
- Increase total plan assets more quickly through additional voluntary contributions
- Lessen future liability

During that time the County has taken a number of steps to address these issues which have included, but are not limited to the following:

- Conducted a study of the County's unfunded pension and retiree healthcare liabilities by the former State Budget Director and Ingham County Controller, Mary Lannoye.
- Presented a Pension Stabilization Plan to MERS in July 2016 which would achieve the objectives of the County.
- Established the Pension Advisory Board to promote transparency and to make recommendations to the Board which were submitted in April 2017.
- Required employee contributions to their pension plan, where possible and/or negotiated through collective bargaining units.
- Changed the pension benefit multiplier to reduce future liabilities, where possible and/or negotiated through collective bargaining units.
- Eliminated and reduced retiree healthcare for future beneficiaries, where possible and/or negotiated through collective bargaining units.
- Eliminated the ability of employees to buy-time to add to pension liabilities, thereby reducing the growth of the County's pension unfunded liability.
- Identified underutilized County property and designated the revenue from the sale of said property to provide one-time funding for the County's unfunded pension and retiree healthcare liabilities.

- Designated over \$5.1 million from various funds for a one-time payment to MERS, later increased to a one-time payment of \$5.6 million through identification of additional resources and as deemed necessary to extend the pension amortization schedule and level future anticipated annual payments.
- Held formal Board Study Sessions on April 12, 2017 and May 10, 2017 whereby a large number of options and research was presented and discussed by the Board and experts.

The development of the Pension Stabilization Plan has been a monumental task that has involved countless hours of research, discussion, and review of various options that are available. The recommendations stated below, if implemented, provide the County with a path toward financial stability. We are pleased to make the following recommendations to the Board for your consideration and approval with a Resolution attached for your formal consideration:

1. Approve the Amortization Extension Agreement (“Agreement”) with MERS to extend the County’s amortization schedule from 12-years to 16-years
2. Appropriate and authorize a one-time payment of \$5.6 million as negotiated in the Agreement from various funds that have been identified
3. Contribute level payments of a minimum of \$5.9 million pursuant to the Agreement, directing the difference between the actuarially determined minimum required contribution and the annual payment of \$5.9 million to a surplus division within the pension plan
4. Adopt the MERS Retiree Healthcare Funding Vehicle for funding the County’s unfunded OPEB liability
5. Appropriate and authorize payment of \$250,000 of General Fund unrestricted fund balance for transfer to the Retiree Healthcare Funding Vehicle
6. Adopt the MERS Investment Services Program Resolution for investing funds to be utilized for stabilizing payment into the pension plan in future years, offsetting the impact market volatility and/or changes in actuarial assumptions may have on annual required contributions
7. Authorize the Board Chairwoman and staff to develop the necessary agreements and take the appropriate action to implement each of these items

Should you have additional questions regarding this recommendation, please let us know.

RESOLUTION _____

WHEREAS, over the past 12-months the County has studied and reviewed various options to address the County's \$60 million unfunded pension and other post-employment benefits (OPEB) liabilities; and,

WHEREAS, the County has developed a Pension Stabilization Plan that has the following objectives:

- Provide long term financial stability for the County by stabilizing annual payments
- Increase total plan assets more quickly through additional voluntary contributions
- Lessen future liability; and,

WHEREAS, over the last 12-months, the County has taken a number of steps to address these issues which have included, but are not limited to the following:

- Conducted a study of the County's unfunded pension and retiree healthcare liabilities by the former State Budget Director and Ingham County Controller, Mary Lannoye.
- Presented a Pension Stabilization Plan to MERS in July 2016 which would achieve the objectives of the County.
- Established the Pension Advisory Board to promote transparency and to make recommendations to the Board which were submitted in April 2017.
- Required employee contributions to their pension plan, where possible and/or negotiated through collective bargaining units.
- Changed the pension benefit multiplier to reduce future liabilities, where possible and/or negotiated through collective bargaining units.
- Eliminated and reduced retiree healthcare for future beneficiaries, where possible and/or negotiated through collective bargaining units.
- Eliminated the ability of employees to buy-time to add to pension liabilities, thereby reducing the growth of the County's pension unfunded liability.
- Identified underutilized County property and designated the revenue from the sale of said property to provide one-time funding for the County's unfunded pension and retiree healthcare liabilities.
- Designated over \$5.1 million from various funds for a one-time payment to MERS, later increased to a one-time payment of \$5.6 million through identification of additional resources and as deemed necessary to extend the pension amortization schedule and level future anticipated annual payments.
- Held formal Board Study Sessions on April 12, 2017 and May 10, 2017 whereby a large number of options and research was presented and discussed by the Board and experts; and,

WHEREAS, the development of the Pension Stabilization Plan has been a monumental task that has involved countless hours of research, discussion, and review of various options that are available and therefore action is necessary by the Board of Commissioners to implement the recommendations.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners approves the Amortization Extension Agreement (the "Agreement") with MERS, extending the current pension amortization schedule from 12-years to 16-years;

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes a one-time payment of \$5,600,000.00 to MERS as a negotiated term of the Agreement to be appropriated as follows, which shall supersede prior designations of fund balance previously identified for this purpose:

General Fund Unrestricted Fund Balance	\$ 2,651,711.00
Delinquent Tax Revolving Fund Unrestricted Fund Balance	\$ 2,000,000.00
Health Department Unrestricted Fund Balance	\$ 205,000.00
Commission on Aging Fund Balance	\$ 743,289.00
Total	\$ 5,600,000.00

BE IT FURTHER RESOLVED, that the Board of Commissioners agrees to contribute at least \$5.9 million per year as set forth in the Agreement, such that anticipated annual required contributions will be stabilized in future years;

BE IT FURTHER RESOLVED, that the Board of Commissioners directs the difference between the \$5.9 million payment pursuant to the Agreement and the annual required contribution reported in the pension plan's annual valuation, should it be lower, to a surplus division within the pension plan;

BE IT FURTHER RESOLVED, that the Board of Commissioners adopts the MERS Retiree Healthcare Funding Vehicle for funding the County's unfunded OPEB liability;

BE IT FURTHER RESOLVED, that the Board of Commissioners appropriates and authorizes the transfer of \$250,000 of General Fund Unrestricted Fund Balance to the newly created OPEB Trust Account in the MERS Retiree Healthcare Funding Vehicle;

BE IT FURTHER RESOLVED, that the Board of Commissioners adopts the MERS Investment Services Program Resolution for investing funds to be utilized for stabilizing payment into the pension plan in future years, offsetting the impact market volatility and/or changes in actuarial assumptions may have on annual required contributions;

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes the County Board Chair and/or the County Administrator to effectuate the necessary agreements upon final review and approval by the County's Civil Counsel.

BE IT FURTHER RESOLVED, that the Board of Commissioners and County Administration continue to look for opportunities to reduce and address the County's unfunded pension liability through additional annual voluntary contributions, development of a policy to address available resources, and to continue to take necessary actions to reduce the growth of the future growth of the County's unfunded pension liability.

Amortization Extension Agreement

This Amortization Extension Agreement ("Agreement") is entered into between the Municipal Employees' Retirement System of Michigan ("MERS") and Grand Traverse County ("Employer") (together, "Parties") to memorialize the agreement and representations of the parties concerning an extension of the period of Employer's amortization schedule.

Accordingly, the Parties agree as follows:

1. **UAL Defined:** As used in this Agreement, the term UAL shall mean the outstanding balance remaining as of 12/31/2016 (date of last annual valuation) of the Employer's unfunded accrued liability for provision of defined benefit pension benefits through MERS as determined by MERS' actuaries.
2. **Purpose:** In the exercise of its one-time opportunity to do so as provided by MERS, Employer has requested that MERS grant it an extension of the period in which its UAL is amortized to assist with the employer's need to address significant financial stress.
3. **MERS' Analysis:** In response to Employer's request and in accordance with MERS' procedures, MERS has discussed its conclusions with Employer, and Employer is in agreement with MERS' conclusions (report attached).
4. **Representations and Understandings of Employer:**
 - a. The information Employer provided to MERS in the course of and for purposes of MERS' analysis was complete and accurate to the best of Employer's ability.
 - b. The Employer understands that should the projection results lead to approval of an amortization extension, it is and remains within the sole and exclusive discretion of the MERS Retirement Board to change the agreed-upon amortization policy in the future if the Retirement Board deems it reasonable, necessary and/or prudent for the financial security of the pension benefits promised by the Employer to its employees who are participants of MERS and to whom the MERS Retirement Board owes a fiduciary duty. The parties hereto understand and agree that this discretionary authority of the MERS Retirement Board arises from, without being limited to, the following sources:
 - MCL 38.1536;
 - MCL 38.1539;
 - MCL 38.1140m
 - MERS Plan Document Section 71
 - MERS Plan Document Section 76
 - MERS Actuarial Policy
 - Constitution of Michigan of 1963, Article 9, Section 24
 - Michigan's common law of trusts
 - c. Employer understands that MERS has advised that compliance with the existing amortization schedule is preferred, and that extending amortization as requested is not in full conformity with MERS' goals of earliest full funding and intergenerational equity.
 - d. Employer has made and will continue to make payment of its retirement costs, including UAL toward full funding, a priority in its annual and long-term budgeting and planning processes.

- e. Employer understands that extending the amortization period for its current UAL has the effect of deferring current costs to the future, with the result that in the later years of the amortization, the Employer's UAL will be higher and the Employer's total required contributions will be higher than they would otherwise have been.
 - f. Employer understands, with respect to its request and otherwise, that future required contributions depend on the actual investment and demographic experience, and not on the assumptions used to develop the projected contributions considered in this Agreement.
5. **Conclusion and Decision of MERS:** Based on the foregoing analysis and representations of Employer, MERS approves Employer's request with the following terms and conditions, with which Employer agrees:
- a. MERS shall extend Employer's amortization period with respect to its UAL as followed:
 - Division #01 – General Teamster: UAL to be extended from a 12-yr to 16 year amortization such that its UAL is projected to be fully amortized under current actuarial assumptions and demographic projections by 12/31/2033 (end of the applicable fiscal year).
 - Division #02 – Deputies POAM: UAL to be extended from a 12-yr to 16 year amortization such that its UAL is projected to be fully amortized under current actuarial assumptions and demographic projections by 12/31/2033 (end of the applicable fiscal year).
 - Division #10 – Elected Employees: UAL to be extended from a 12-yr to 16 year amortization such that its UAL is projected to be fully amortized under current actuarial assumptions and demographic projections by 12/31/2033 (end of the applicable fiscal year).
 - Division #11 – General Non-Contract: UAL to be extended from a 12-yr to 16 year amortization such that its UAL is projected to be fully amortized under current actuarial assumptions and demographic projections by 12/31/2033 (end of the applicable fiscal year).
 - Division #12 – AFSCME: UAL to be extended from a 12-yr to 16 year amortization such that its UAL is projected to be fully amortized under current actuarial assumptions and demographic projections by 12/31/2033 (end of the applicable fiscal year).
 - Division #14 – Health Dept. Union: UAL to be extended from a 12-yr to 16 year amortization such that its UAL is projected to be fully amortized under current actuarial assumptions and demographic projections by 12/31/2033 (end of the applicable fiscal year).
 - Division #15 – District Court Teamster: UAL to be extended from a 12-yr to 16 year amortization such that its UAL is projected to be fully amortized under current actuarial assumptions and demographic projections by 12/31/2033 (end of the applicable fiscal year).
 - Division #16 – TPOAM: UAL to be extended from a 12-yr to 16 year amortization such that its UAL is projected to be fully amortized under current actuarial assumptions and demographic projections by 12/31/2033 (end of the applicable fiscal year).
 - Division #18 – Exempt: UAL to be extended from a 12-yr to 16 year amortization such that its UAL is projected to be fully amortized under current actuarial assumptions and demographic projections by 12/31/2033 (end of the applicable fiscal year).

- Division #20 – Sheriff POLC: UAL to be extended from a 12-yr to 16 year amortization such that its UAL is projected to be fully amortized under current actuarial assumptions and demographic projections by 12/31/2033 (end of the applicable fiscal year).
 - Division #21 – Dispatch Unit: UAL to be extended from a 12-yr to 16 year amortization such that its UAL is projected to be fully amortized under current actuarial assumptions and demographic projections by 12/31/2033 (end of the applicable fiscal year).
 - Division #23 – Sergeants Teamsters: UAL to be extended from a 12-yr to 16 year amortization such that its UAL is projected to be fully amortized under current actuarial assumptions and demographic projections by 12/31/2033 (end of the applicable fiscal year).
- b. The extension stated above is based on the provisions in effect in the specified division(s) as of the most recent Annual Actuarial Valuation. The projection analysis also reflected the following provision changes adopted *since* the most recent Annual Valuation:
- Division #10: Effective January 1st, 2017 – Bridged benefit multiplier from 2.5% to 1.25%, increased employee contribution to 10%. Amended employee contribution effective 06/01/2017 to 3.5% & effective 01/01/2018 to 6%.
 - Division #11: Effective January 1st, 2017 – Bridged benefit multiplier from 2.5% to 1.25%, increased employee contribution to 10%. Amended employee contribution effective 06/01/2017 to 3.5% & effective 01/01/2018 to 6%.
 - Division #18: Effective January 1st, 2017 – Bridged benefit multiplier from 2.5% to 1.25%, increased employee contribution to 10%. Amended employee contribution effective 06/01/2017 to 3.5% & effective 01/01/2018 to 6%.
- c. The Employer understands that if changes are made to the benefit provisions used in the projection analysis, MERS may require that an updated analysis be prepared to ensure the continued sustainability of the plan as described in Section 4(b) of this Agreement.
- d. Employer agrees to submit an additional contribution to MERS toward its UAL of \$5,600,000 to be received by MERS no later than 12/31/2017. In the absence of receipt of this additional contribution by the date stated specified above, MERS reserves the right to void this agreement and adjust the amortization schedule and required employer contributions accordingly to ensure sustainability of the plan.
- e. For its required employer contribution, Employer agrees to pay, at a minimum, the amount set forth for each valuation year through 2032 in the “Employer Contribution Dollars” column set forth on page 3 of the CBIZ Retirement Plan Services’ April 10, 2017 Report under the “Proposed: 16 Year Amortization” section (“CBIZ Report”), a copy of which is attached as Exhibit A and incorporated herein. Employer acknowledges that the “Employer Contribution Dollars” amounts assume that MERS’ actuarial assumptions, as may be amended, are met, and that the additional contribution set forth in Section 5(d) is made. Should the Employer’s Annual Actuarial Valuation in any valuation year through 2032 result in a required employer contribution that is larger than the amount in the CBIZ Report, the Employer agrees to pay the amount set forth in that Annual Actuarial Valuation, pursuant to the MERS Plan Document and applicable law. MERS and Employer acknowledge that the Employer Contribution Dollars in the CBIZ Report are inclusive of employer contributions for Employer Divisions 13 and 17.

- f. This Agreement has been authorized by formal action of Employer's governing body.
- g. Representatives of MERS presented and explained the actuarial analysis that forms the basis of this Agreement and the full impact of Employer's request to Employer on (insert date), and responded to all of Employer's questions to Employer's satisfaction.

Adopted by the Employer's governing body and MERS on this day of _____, 20____

FOR EMPLOYER

Signature

Printed name

Title

(Check one):

Authorized designee of the governing body of the Employer

Chief Judge of the Court

Date: _____

FOR MERS

Signature

Printed name

Title

Date: _____



CBIZ Retirement Plan Services
CBIZ Benefits & Insurance Services, Inc.
17199 Laurel Park North, Ste. 405
Livonia, MI 48152
<http://retirement.cbiz.com>

April 10, 2017

In care of:
Municipal Employees' Retirement
System of Michigan
1134 Municipal Way
Lansing, Michigan 48917

On September 20, 2016 CBIZ Retirement Plan Services issued a report to MERS allowing for an approval of a request from Grand Traverse County (the "County") to extend the amortization period of certain County divisions from 12 to 16 years, subject to the County making an additional \$5.15 million contribution to MERS during 2017.

The purpose of this report is to determine the level dollar annual contributions that are equivalent to the present value of the minimum required contributions during the fiscal years from 2018 through 2032 (the end of the 16 year amortization period), based on the amortization extension described above and subject to the County making an additional \$5.6 million contribution in 2017.

Please see the September 20, 2016 report for additional information regarding extending the amortization period. The projections in this report are based on the results of the September 20, 2016 report.

MERS informed us that the County will be invoiced a total of \$5,136,732 in 2017. Based on a total County contribution in 2017 of \$10.7 million (the \$5.1 million required minimum contribution plus a \$5.6 million additional contribution) it is projected that annual contributions of approximately \$5.9 million for the period between 2018 and 2032 would be equivalent to the present value of the minimum contributions required during this period. Please see page 3 for additional detail.

It is important to note that these projections are based on assumptions about the future, which is unknown. The projections in this report are estimates – they do not guarantee that the calculated level dollar contributions will be sufficient to fully fund the affected divisions by the end of the 16 year amortization period. If future experience is better than assumed, future contributions may be lower than projected; if future experience is worse than assumed, contributions may increase.

This report should not be relied upon for any other purpose. Reliance on information contained in this report by anyone for anything other than the intended purpose could be misleading. The information in this report is purely actuarial in nature. It is not intended to serve as a substitute for legal, accounting, and investment advice.

This report was prepared at the request of MERS and the municipality and may be provided only in its entirety by the municipality to other interested parties. CBIZ

Page 1 of 4

CBIZ Retirement Plan Services is a trade name under which certain subsidiaries of CBIZ, Inc. market investment advisory, third party administration, actuarial and other corporate retirement plan services.



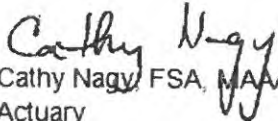
CBIZ Retirement Plan Services
CBIZ Benefits & Insurance Services, Inc.
17199 Laurel Park North, Ste. 405
Livonia, MI 48152
<http://retirement.cbiz.com>


Retirement Plan Services is not responsible for the consequences of any unauthorized use.

The undersigned are members of the American Academy of Actuaries (MAAA) and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

If you need further information to make an informed decision, please contact MERS at (800) 767-6377 for assistance.

Sincerely,


Cathy Nagy, FSA, MAAA
Actuary


W. James Koss, ASA, MAAA
Actuary



**Municipal Employees Retirement System of Michigan
 Grand Traverse Co (2803) - All Divisions
 Projection of Employer Contributions and Funded Ratios**

Valuation Year Ending December 31,	Fiscal Year Beginning January 1	Baseline: Bridge and Assume Immediate Retirement for Divisions 10, 11, and 18			Proposed: 16 Year Amortization (Reflects FY17 Additional Contribution of \$5.6MM)			Difference in Employer Contribution		
		Actuarial Accrued Liability	Valuation Assets	Funded Ratio	Minimum Employer Contribution Dollars	Actuarial Accrued Liability	Valuation Assets		Funded Ratio	
2015	2017	95,953,788	43,314,958	45%	5,239,000	95,953,788	43,314,958	45%	10,737,000	5,498,000
2016	2018	97,050,000	43,407,000	45%	5,782,000	97,050,000	43,407,000	45%	5,900,000	118,000
2017	2019	97,873,000	43,625,000	45%	6,351,000	97,873,000	49,766,000	51%	5,900,000	(451,000)
2018	2020	98,442,000	44,109,000	45%	6,933,000	98,442,000	50,658,000	51%	5,900,000	(1,033,000)
2019	2021	98,777,000	44,924,000	46%	7,495,000	98,777,000	51,286,000	52%	5,900,000	(1,595,000)
2020	2022	98,914,000	47,488,000	48%	7,762,000	98,914,000	53,233,000	54%	5,900,000	(1,862,000)
2021	2023	98,855,000	50,570,000	51%	8,053,000	98,855,000	55,067,000	56%	5,900,000	(2,153,000)
2022	2024	98,545,000	54,263,000	55%	8,319,000	98,545,000	57,175,000	58%	5,900,000	(2,419,000)
2023	2025	97,968,000	58,333,000	60%	8,596,000	97,968,000	59,234,000	60%	5,900,000	(2,696,000)
2024	2026	97,139,000	62,814,000	65%	8,882,000	97,139,000	61,272,000	63%	5,900,000	(2,982,000)
2025	2027	96,086,000	67,797,000	71%	9,180,000	96,086,000	63,335,000	66%	5,900,000	(3,280,000)
2026	2028	94,766,000	73,307,000	77%	9,493,000	94,766,000	65,402,000	69%	5,900,000	(3,593,000)
2027	2029	93,187,000	79,425,000	85%	1,492,000	93,187,000	67,500,000	72%	5,900,000	4,408,000
2028	2030	91,352,000	86,235,000	94%	1,246,000	91,352,000	69,654,000	76%	5,900,000	4,654,000
2029	2031	89,273,000	85,182,000	95%	1,009,000	89,273,000	71,897,000	81%	5,900,000	4,891,000
2030	2032	86,970,000	83,749,000	96%	994,000	86,970,000	74,269,000	85%	5,900,000	4,906,000
2031	2033	84,434,000	81,922,000	97%	969,000	84,434,000	76,788,000	91%	879,000	(90,000)
2032	2034	81,647,000	79,897,000	98%	995,000	81,647,000	79,461,000	97%	901,000	(94,000)

Notes:

- (1) The Actuarial Accrued Liability, Valuation Assets, and Funded Ratio are calculated as of December 31.
- (2) Contributions are calculated for the applicable fiscal year.
- (3) The impact of the assumption changes is phased-in over a 5 year period. This phase-in is reflected in only the Baseline scenario.
- (4) The Proposed Scenario reflects a phase-in minimum of \$5,136,732 and an additional contribution of \$5,600,000 during Fiscal Year 2017.
- (5) The Proposed Scenario uses 16 year amortization periods for all divisions except divisions 13 and 17.



Additional Disclosures Required by Actuarial Standards of Practice

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. Due to the limited scope of the actuary's assignment, the actuary did not perform an analysis of the potential range of such future measurements.

This report should not be relied on for any purpose other than the purpose described in the primary communication. Determination of the financial results associated with the benefits described in this report in a manner other than the intended purpose may produce significantly different results.

The calculation was based upon information furnished by the Employer and MERS administrative staff, concerning Retirement System benefits and member information. CBIZ Retirement Plan Services is not responsible for the accuracy or completeness of the information provided to us for these calculations.

The developed findings included in this e-mail consider data or other information through December 31, 2015, except where otherwise noted.



May 25, 2017

In care of:
Municipal Employees' Retirement
System of Michigan
1134 Municipal Way
Lansing, Michigan 48917

On September 20, 2016 CBIZ Retirement Plan Services issued a report to MERS allowing for an approval of a request from Grand Traverse County (the "County") to extend the amortization period of certain County divisions from 12 to 16 years, subject to the County making an additional \$5.15 million contribution to MERS during 2017. On April 10, 2017 CBIZ estimated that level annual County contributions of \$5.9 million for the period 2018 through 2032 would be sufficient to meet minimum funding requirements, assuming the County contributed an additional \$5.6 million in 2017 (instead of the \$5.15 assumed in the prior report). Earlier this month, CBIZ issued the December 31, 2016 annual actuarial valuation report.

Please see the September 20, 2016 report for additional information regarding extending the amortization period. The projections in this report are based on the results of the September 20, 2016 report, the April 10, 2017 report and the December 31, 2016 annual actuarial valuation report.

The purpose of this report is to project the accumulation of contributions in excess of certain amounts under the following scenarios, assuming the County adopts the amortization extension to 16 years (as described in the prior reports above) and contributes a total of \$10.7 million to MERS during 2017:

- Revised Baseline – Contribute the minimum required contributions under the 16 year amortization extension, plus an additional contribution of \$5.6 million in 2017. No Excess Contribution Reserve is used in the Baseline scenario.
- Scenario 1 – Contribute \$6 million per year during the period 2018 through 2032, with contributions in excess of the required minimums being placed into an Excess Contribution Reserve invested in the overall MERS portfolio.
- Scenario 2 – Contribute \$6 million in 2018, with future annual contributions increasing at 1.5% per year during the period through 2032. Excess contributions are reserved and invested as in Scenario 1.
- Scenario 3 – The contribution pattern mirrors Scenario 2, however excess contributions are invested in two separate reserves. The difference between \$5.9 million and the required minimum contributions will be invested in in the overall MERS portfolio, while the remaining excess contributions will be invested in the MERS Diversified Bond Portfolio. The assumed annual return rate for this portfolio is 3%, and was provided by MERS Investments staff.



CBIZ Retirement Plan Services
CBIZ Benefits & Insurance Services, Inc.
17199 Laurel Park North, Ste. 405
Livonia, MI 48152
<http://retirement.cbiz.com>

The results of projections based on these three scenarios are found immediately following this letter.

It is important to note that these projections are based on assumptions about the future, which is unknown. The projections in this report are estimates – they do not guarantee that the calculated level dollar contributions will be sufficient to fully fund the affected divisions by the end of the 16 year amortization period. If future experience is better than assumed, future contributions may be lower than projected; if future experience is worse than assumed, contributions may increase.

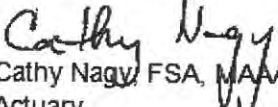
This report should not be relied upon for any other purpose. Reliance on information contained in this report by anyone for anything other than the intended purpose could be misleading. The information in this report is purely actuarial in nature. It is not intended to serve as a substitute for legal, accounting, and investment advice.

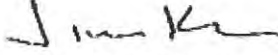
This report was prepared at the request of MERS and the municipality and may be provided only in its entirety by the municipality to other interested parties. CBIZ Retirement Plan Services is not responsible for the consequences of any unauthorized use.

The undersigned are members of the American Academy of Actuaries (MAAA) and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

If you need further information to make an informed decision, please contact MERS at (800) 767-6377 for assistance.

Sincerely,


Cathy Nagy, FSA, MAAA
Actuary


W. James Koss, ASA, MAAA
Actuary



**Municipal Employees Retirement System of Michigan
 Grand Traverse Co (2803) - All Divisions
 Projection of Employer Contributions and Funded Ratios**

Valuation Year Ending	Fiscal year Beginning	Revised Baseline:				Scenario 1:					
		16-Year Extension on Initial UAL, \$5.6M Lump Sum		Revised Baseline with \$6M Level ER Contribution		16-Year Extension on Initial UAL, \$5.6M Lump Sum		Revised Baseline with \$6M Level ER Contribution			
December 31,	January 1	Actuarial Accrued Liability	Valuation Assets	Funded Ratio	Minimum Employer Contribution Dollars	Actuarial Accrued Liability	Valuation Assets	Funded Ratio	Employer Contribution Dollars	Difference In Employer Contribution	Accumulation of Reserve to Ensure Level Pmts adequate (end of FY)
2015	2017	95,953,788	43,314,958	45%	9,506,352	95,953,788	43,314,958	45%	10,736,732	1,230,380	\$1,278,058
2016	2018	97,374,366	43,552,384	45%	4,636,271	97,374,366	43,552,384	45%	6,000,000	1,363,729	\$2,793,681
2017	2019	98,065,275	48,386,750	49%	4,991,154	98,065,275	49,732,267	51%	6,000,000	1,008,846	\$4,058,129
2018	2020	98,592,934	48,176,822	49%	5,315,014	98,592,934	51,048,041	52%	6,000,000	684,986	\$5,084,163
2019	2021	98,957,411	48,047,179	49%	5,645,946	98,957,411	52,105,308	53%	6,000,000	354,054	\$5,845,959
2020	2022	99,145,481	49,461,145	50%	5,821,100	99,145,481	54,545,308	55%	6,000,000	178,900	\$6,484,853
2021	2023	99,125,755	51,129,496	52%	6,003,678	99,125,755	56,975,455	57%	6,000,000	(3,678)	\$6,983,608
2022	2024	98,865,562	52,895,895	54%	6,195,813	98,865,562	59,380,748	60%	6,000,000	(195,813)	\$7,321,436
2023	2025	98,362,633	54,792,179	56%	6,396,960	98,362,633	61,775,787	63%	6,000,000	(396,960)	\$7,476,506
2024	2026	97,607,490	56,845,676	58%	6,603,376	97,607,490	64,167,112	66%	6,000,000	(603,376)	\$7,429,178
2025	2027	96,645,538	59,141,985	61%	6,817,798	96,645,538	66,618,491	69%	6,000,000	(817,798)	\$7,155,452
2026	2028	95,418,273	61,666,539	65%	7,041,972	95,418,273	69,095,717	72%	6,000,000	(1,041,972)	\$6,627,650
2027	2029	93,920,761	64,461,332	69%	7,250,233	93,920,761	71,616,784	76%	6,000,000	(750,233)	\$6,361,989
2028	2030	92,153,128	67,578,395	73%	6,793,764	92,153,128	74,206,045	81%	6,000,000	(793,764)	\$6,030,521
2029	2031	90,130,321	70,539,668	78%	6,819,743	90,130,321	76,901,657	85%	6,000,000	(819,743)	\$5,646,380
2030	2032	87,883,205	73,726,171	84%	7,059,785	87,883,205	79,756,692	91%	6,000,000	(1,059,785)	\$4,983,123
2031	2033	85,413,172	77,153,409	90%	911,292	85,413,172	82,799,789	97%	911,292	0	\$5,369,315
2032	2034	82,713,849	81,070,904	98%	935,364	82,713,849	86,054,027	104%	935,364	0	\$5,785,437
2033	2035	79,839,411	78,950,244	99%	48,972	79,839,411	84,319,559	106%	48,972	0	\$6,233,808

Notes:

- (1) The Actuarial Accrued Liability, Valuation Assets, and Funded Ratio are calculated as of December 31.
- (2) Contributions are calculated for the applicable fiscal year.
- (3) The 5-year phase-in of the assumption changes impact was not modeled.
- (4) The above scenarios use 16 year amortization periods for all divisions except divisions 13 and 17.
- (5) Scenario 1 reflects a phase-in minimum of \$5,136,732 during Fiscal Year 2017 and an additional contribution of \$5,600,000 by 12/31/2017.



**Municipal Employees Retirement System of Michigan
 Grand Traverse Co (2803) - All Divisions
 Projection of Employer Contributions and Funded Ratios**

Valuation Year Ending December 31,	Fiscal Year Beginning January 1	Revised Baseline:				Scenario 1 with 1.5% Increases on ER Contribution				Difference in Employer Contribution	Accumulation of Reserve to Ensure Level Pmt is adequate (end of FY)
		Actuarial Accrued Liability	Valuation Assets	Funded Ratio	Minimum Employer Contribution Dollars	Actuarial Accrued Liability	Valuation Assets	Funded Ratio	Employer Contribution Dollars		
2015	2017	95,953,788	43,314,958	45%	9,506,352	95,953,788	43,314,958	45%	10,736,732	1,230,380	\$1,278,058
2016	2018	97,374,366	43,552,384	45%	4,636,271	97,374,366	43,552,384	45%	6,000,000	1,363,729	\$2,793,681
2017	2019	98,065,275	48,386,750	49%	4,991,154	98,065,275	49,732,267	51%	6,090,000	1,098,846	\$4,151,617
2018	2020	98,592,934	48,176,822	49%	5,315,014	98,592,934	51,048,041	52%	6,181,350	866,336	\$5,373,273
2019	2021	98,957,411	48,047,179	49%	5,645,946	98,957,411	52,198,796	53%	6,274,070	628,124	\$6,442,166
2020	2022	99,145,481	49,461,145	50%	5,821,100	99,145,481	54,834,418	55%	6,368,181	547,081	\$7,509,714
2021	2023	99,125,755	51,129,496	52%	6,003,678	99,125,755	57,571,661	58%	6,463,704	460,026	\$8,569,567
2022	2024	98,865,562	52,895,895	54%	6,195,813	98,865,562	60,405,609	61%	6,560,660	364,846	\$9,612,693
2023	2025	98,362,633	54,792,179	56%	6,396,960	98,362,633	63,361,747	64%	6,659,069	262,110	\$10,629,943
2024	2026	97,607,490	56,845,676	58%	6,603,376	97,607,490	66,458,368	68%	6,758,956	155,580	\$11,615,372
2025	2027	96,645,538	59,141,985	61%	6,817,798	96,645,538	69,771,929	72%	6,860,340	42,542	\$12,559,754
2026	2028	95,418,273	61,666,539	65%	7,041,972	95,418,273	73,281,911	77%	6,963,245	(78,728)	\$13,451,356
2027	2029	93,920,761	64,461,332	69%	6,750,233	93,920,761	77,021,086	82%	7,067,694	317,461	\$14,823,598
2028	2030	92,153,128	67,578,395	73%	6,793,764	92,153,128	81,029,751	88%	7,173,709	379,946	\$16,367,096
2029	2031	90,130,321	70,539,668	78%	6,819,743	90,130,321	85,363,267	95%	7,281,315	461,572	\$18,115,004
2030	2032	87,883,205	73,726,171	84%	7,059,785	87,883,205	90,093,267	103%	7,390,534	330,749	\$19,862,483
2031	2033	85,413,172	77,153,409	90%	911,292	85,413,172	95,268,413	112%	911,292	0	\$21,401,826
2032	2034	82,713,849	81,070,904	98%	935,364	82,713,849	100,933,388	122%	935,364	0	\$23,060,467
2033	2035	79,839,411	78,950,244	99%	48,972	79,839,411	100,352,071	126%	48,972	0	\$24,847,653

Notes:

- (1) The Actuarial Accrued Liability, Valuation Assets, and Funded Ratio are calculated as of December 31.
- (2) Contributions are calculated for the applicable fiscal year.
- (3) The 5-year phase-in of the assumption changes impact was not modeled.
- (4) The above scenarios use 16 year amortization periods for all divisions except divisions 13 and 17.
- (5) Scenario 2 reflects a phase-in minimum of \$5,136,732 during Fiscal Year 2017 and an additional contribution of \$5,600,000 by 12/31/2017.



**Municipal Employees Retirement System of Michigan
 Grand Traverse Co (2803) - All Divisions
 Projection of Employer Contributions and Funded Ratios**

Scenario 3:
 Revised Baseline: 16-Year Extension on Initial UAL, \$5.6M Lump Sum Scenario 2 with Excess Above \$5.9M Contributed to Bond Portfolio

Valuation Year	Actuarial Accrued Liability	Valuation Assets	Funded Ratio	Minimum Employer Contribution Dollars	Actuarial Accrued Liability	Valuation Assets	Funded Ratio	Employer Contribution Dollars to DB	Employer Contribution Dollars to Bond Port.	Total Employer Contribution Dollars	Difference in Employer Contribution	Accumulation of Reserve to Ensure Level Pmts adequate (end of FY)	Accumulation of Reserve in Bond Portfolio (end of FY)	Sum of Extra Contribution Reserves (end of FY)
2015	95,953,788	43,314,958	45%	9,506,352	95,953,788	43,314,958	45%	10,736,732	0	10,736,732	1,230,380	\$1,278,058	\$0	\$1,278,058
2016	97,374,366	43,552,384	45%	4,636,271	97,374,366	43,552,384	45%	5,900,000	100,000	6,000,000	1,363,729	\$2,689,806	\$101,489	\$2,791,295
2017	98,065,275	48,386,750	49%	4,991,154	98,065,275	49,732,267	51%	5,900,000	190,000	6,090,000	1,098,846	\$3,842,329	\$297,363	\$4,139,692
2018	98,592,934	48,176,822	49%	5,315,014	98,592,934	51,042,772	52%	5,900,000	281,350	6,181,350	866,336	\$4,747,764	\$591,822	\$5,339,586
2019	98,957,411	48,047,179	49%	5,645,946	98,957,411	52,186,871	53%	5,900,000	374,070	6,274,070	628,124	\$5,379,614	\$989,217	\$6,368,831
2020	99,145,481	49,461,145	50%	5,821,100	99,145,481	54,800,730	55%	5,900,000	468,181	6,368,181	547,081	\$5,878,491	\$1,494,046	\$7,372,537
2021	99,125,755	51,129,496	52%	6,003,678	99,125,755	57,498,326	58%	5,900,000	563,704	6,463,704	460,026	\$6,226,379	\$2,110,964	\$8,337,343
2022	98,865,562	52,895,895	54%	6,195,813	98,865,562	60,268,432	61%	5,900,000	660,660	6,560,660	364,846	\$6,401,647	\$2,844,789	\$9,246,436
2023	98,362,633	54,794,179	56%	6,396,960	98,362,633	63,129,521	64%	5,900,000	759,069	6,659,069	262,110	\$6,381,558	\$3,700,504	\$10,082,062
2024	97,607,490	56,845,676	58%	6,603,376	97,607,490	66,092,111	68%	5,900,000	858,956	6,758,956	155,580	\$6,145,497	\$4,683,264	\$10,828,761
2025	96,645,538	59,141,985	61%	6,817,798	96,645,538	69,224,047	72%	5,900,000	960,340	6,860,340	42,542	\$5,668,410	\$5,798,401	\$11,466,811
2026	95,418,273	61,666,539	65%	7,041,972	95,418,273	72,495,300	76%	5,900,000	1,063,245	6,963,245	(78,728)	\$4,921,488	\$7,051,428	\$11,972,916
2027	93,920,761	64,461,332	69%	6,750,233	93,920,761	75,928,144	81%	5,900,000	1,167,694	7,067,694	317,461	\$4,419,724	\$8,448,051	\$12,867,775
2028	92,153,128	67,578,395	73%	6,793,764	92,153,128	79,551,311	86%	5,900,000	1,273,709	7,173,709	379,946	\$3,833,856	\$9,994,166	\$13,828,022
2029	90,130,321	70,539,668	78%	6,819,743	90,130,321	83,407,444	93%	5,900,000	1,381,315	7,281,315	461,572	\$3,175,597	\$11,695,872	\$14,871,469
2030	87,883,205	73,726,171	84%	7,059,785	87,883,205	87,554,193	100%	5,900,000	1,490,534	7,390,534	330,749	\$2,216,979	\$13,559,475	\$15,776,455
2031	85,413,172	77,153,409	90%	911,292	85,413,172	92,024,879	108%	911,292	0	911,292	0	\$2,388,795	\$13,966,260	\$16,355,055
2032	82,713,849	81,070,904	98%	935,364	82,713,849	96,847,360	117%	935,364	0	935,364	0	\$2,573,927	\$14,385,247	\$16,959,174
2033	79,839,411	78,950,244	99%	48,972	79,839,411	95,305,301	119%	48,972	0	48,972	0	\$2,773,406	\$14,816,805	\$17,590,211

- Notes:
- (1) The Actuarial Accrued Liability, Valuation Assets, and Funded Ratio are calculated as of December 31.
 - (2) Contributions are calculated for the applicable fiscal year.
 - (3) The 5-year phase-in of the assumption changes impact was not modeled.
 - (4) The above scenarios use 16 year amortization periods for all divisions except divisions 13 and 17.
 - (5) Scenario 3 reflects a phase-in minimum of \$5,136,732 during Fiscal Year 2017 and an additional contribution of \$5,600,000 by 12/31/2017.



Additional Disclosures Required by Actuarial Standards of Practice

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. Due to the limited scope of the actuary's assignment, the actuary did not perform an analysis of the potential range of such future measurements.

This report should not be relied on for any purpose other than the purpose described in the primary communication. Determination of the financial results associated with the benefits described in this report in a manner other than the intended purpose may produce significantly different results.

The calculation was based upon information furnished by the Employer and MERS administrative staff, concerning Retirement System benefits and member information. CBIZ Retirement Plan Services is not responsible for the accuracy or completeness of the information provided to us for these calculations.

The developed findings included in this e-mail consider data or other information through December 31, 2016, except where otherwise noted.

MERS Investment Services Program Resolution

(As approved by the MERS Retirement Board May 8, 2014)



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9707

www.mersofmich.com

Introduction

The Municipal Employees Retirement Act, 1984 PA 427, as amended by 1996 PA 220, MCL 38.1536(2) (a); and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document Section 36(2)(a), confers authority on the MERS Retirement Board ("Board") to establish programs including but not limited to defined benefit and defined contribution retirement programs. In accordance with such authorization, the Board, on March 15, 2006, established the MERS Investment Services Program ("ISP" or "Program").

MERS is an agent, multiple-employer governmental plan qualified under Section 401(a) of the Internal Revenue Code ("Code"), and exempt from taxation under Code Section 501(a). The Board acts as trustee and investment fiduciary for the pooled assets of its participating municipalities and courts. All trust assets are invested in accordance with the Public Employee Retirement System Investment Act ("PERSIA"), 1965 PA 314, MCL 38.1132 et seq; Public Employee Health Care Fund Investment Act ("Health Care Fund Investment Act"), 1999 PA 149, MCL 38.1211, et seq; and Board-adopted Investment Policy Statements and Asset Allocation Policies ("Investment Guidelines"). While assets are commingled for investment purposes, separate accounts are maintained for each participating employer so that the employer's contributions provide benefits only for the employees of that employer.

MERS performs all plan administration and investment functions for MERS participating municipalities and courts. The ISP allows MERS-eligible employers that are not participating municipalities or courts to obtain the benefits of pooled investment by contracting with MERS for investment services only.¹ Under ISP, MERS functions as the eligible employer's sole investment fiduciary, and invests the employer's pension or other statutorily authorized assets in one or more of the MERS pooled funds. Except as otherwise agreed, the employer retains control of administration and record keeping.

Program Authorization

WHEREAS, this Resolution has been approved by the Board under the authority of 1996 PA 220, MCL 38.1536(2)(a), and MERS Plan Document Section 36(2)(a), declaring that the Board "shall determine ... and establish" all provisions of the Retirement System. The ISP shall not be implemented with respect to any Eligible Employer unless in strict compliance with the terms and conditions of this Resolution; and

WHEREAS, MERS, as investment fiduciary, will invest funds from public entities eligible for MERS membership as defined above, with MERS in its sole discretion determining eligibility to participate; and

WHEREAS, all funds shall be invested on a pooled basis as provided for funds subject to PERSIA, the Health Care Fund Investment Act, and Board-adopted Investment Guidelines, whether or not such funds are otherwise subject to PERSIA; and

WHEREAS, adoption of the ISP by the Eligible Employer's Governing Body is necessary and for the provision of the benefits under the ISP; and

¹ MERS-eligible employers are non-MERS participating public employers that are otherwise eligible to participate in MERS and which have established governmental pension or other benefit plans subject to PERSIA, or which possess statutory authority to invest funds of the employer in investment trust pools. Participation in ISP does not give a non-MERS participating employer the membership, representation or voting rights provided to MERS participating municipalities and courts at the Annual Meeting under MCL 38.1545; Plan Section 45.

MERS Investment Services Program Resolution

WHEREAS, in the event any alteration of the language, terms or conditions stated in this Resolution adopting ISP is made or occurs, under MERS Plan Document Section 43B or other plan provision or other law, it is expressly recognized that MERS and the Board, as fiduciary of the MERS plan, the ISP, and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the ISP or its trust fund; or to continue administration.

NOW, THEREFORE, BE IT RESOLVED that the following Eligible Employer's Governing Body adopts the Investment Services Program as follows.

I. Participation In Investment Services Program

Effective the first day of _____, 20____, the Investment Services Program is hereby adopted by the _____
(Governing body of eligible employer)

(Check applicable plan and provide full name of fund):

- Pension/Retirement _____
- Health Care Benefit _____

The Eligible Employer intends for its trust assets ("Trust") to be included in the ISP with MERS as Investment Manager ("Manager") of the Trust, so as to provide the Trust with certain investment advisory and other related services, and the Manager will render such services to the Trust in consideration of the fees and expenses hereinafter specified.

The Eligible Employer appoints, as of the date above, the Manager to act as Investment Manager, with full discretion to invest and manage the Trust, as provided under PERSIA, the Health Care Fund Investment Act, and the Investment Guidelines of the MERS Board, as amended, and pursuant to the terms of this Resolution. All funds accumulated and held by MERS shall be collectively commingled, and invested and managed by MERS and held in trust for all participating Eligible Employers. The Eligible Employer, by virtue of its participation, adopts as its investment policy that employed by ISP, in compliance with 1943 PA 20, MCL 129.95.

Although MERS is not a registered investment advisor, MERS employs registered investment advisors in its management of the trust fund in compliance with PERSIA. Eligible Employers do not assume a contractual relationship with MERS' investment advisors as a result of MERS actions as investment fiduciary, including participation in the ISP.

A non-MERS participating employer that adopts the ISP obtains limited membership in MERS and appoints the Board to act as investment fiduciary for the sole purpose of investing and managing its assets on a pooled basis with MERS participating municipalities and courts.

- (A) **CONTRIBUTIONS.** Contributions shall be made only by the Eligible Employer, remitted to MERS by the Eligible Employer, and credited to the Eligible Employer's separate fund within the trust sub-fund for ISP.
- (B) **INVESTMENT OF ASSETS.** ISP assets will be invested on a pooled basis by MERS subject to PERSIA, the Health Care Fund Investment Act, and Board-adopted Investment Guidelines, the assets on deposit with MERS shall be for the exclusive benefit of meeting the legitimate obligations of the Trust, and of defraying reasonable expenses of investing and administering the assets, including expenses for making benefit payments from the Trust as directed by the Employer, and shall be used for no other purpose. All trust assets, and any money held in trust by MERS, is not subject to execution, garnishment, attachment, the operation of bankruptcy or insolvency law, or any other process of law whatsoever and is not assignable, except as is otherwise specifically provided in this Resolution, or by law.

MERS Investment Services Program Resolution

- (C) The Manager shall perform and render management, investment, administrative, consulting, payment of benefits, and other services to the Trust as may be agreed by the Manager and Eligible Employer in exchange for the all-inclusive fees and expenses set forth in Attachment A to this Resolution.

The Manager shall perform its obligations under this Resolution in good faith and in a diligent and timely manner and use the services of other professionals, experts, advisors, and consultants as it deems appropriate.

The Manager shall be responsible for the investment of the Trust and is hereby authorized with full discretion, on behalf of the Eligible Employer, to negotiate the terms of and to consummate each investment, to dispose of investments, and otherwise to make all decisions regarding investments, in each case subject to the terms of this Resolution.

MERS' custodian (the "Custodian") shall maintain the MERS "Book of Record," which holds all financial transactions in detail or summary and used for financial reporting and financial management. Standard industry pricing sources and methodology is used to value the portfolios daily and monthly. In the event a price is not readily available, the Custodian may contact the investment manager to provide the valuation.

- (D) The Eligible Employer shall abide by the terms of ISP, including all investment, administration, and service agreements, and all applicable provisions of the Internal Revenue Code and other relevant law.

The Governing Body of the Eligible Employer has an obligation to complete, approve, and submit to MERS documents necessary for participation in [or ongoing participation in] and implementation of ISP. This obligation applies to any documents deemed necessary to the operation of the Trust into which the assets shall be invested under the Program.

II. Implementation Directions For MERS As ISP Investment Fiduciary And Trustee

- (A) The Governing Body of this Eligible Employer desires that all assets placed in its ISP (as a sub-fund within all pooled Trust Funds with MERS) be administered by MERS, which shall act as investment fiduciary with all powers provided under PERSIA, all applicable provisions of the Internal Revenue Code, and other relevant law. All funds accumulated and held in the ISP shall be invested and managed by MERS within the collective and commingled investment of all funds held in trust for all Eligible Employers.
- (B) All monies in ISP (and any earnings thereon, positive or negative) shall be held and invested for the exclusive benefit of Eligible Employees who shall constitute "qualified persons" who have retired or separated from employment with the Eligible Employer, and for any expenses of administration, and shall not be used for any other purpose, and shall not be forfeited or distributed to the State.
- (C) Each Eligible Employer recognizes that investment of funds is subject to market forces, and that return may be positive or negative, and no guarantee is or may be made as to return.
- (D) The Eligible Employer may designate the appropriate employer contacts who shall direct payment and distribution of Trust monies, receive necessary reports, notices, etc.; shall act on behalf of the Eligible Employer; and may delegate any administrative duties relating to the Trust to appropriate departments.
- (E) The term of this Resolution shall be open and indefinite in duration. Participation in ISP may be terminated by the Manager or Eligible Employer upon not less than 30 calendar days notice. Any termination of participation shall be as of a future date certain ("Termination Date") pursuant to resolution of the Governing Body. Pension assets shall be transferable only to a tax-qualified eligible retirement plan. Non-pension assets shall be transferable only to a similar

MERS Investment Services Program Resolution

successor trust as determined by MERS. Assets to be transferred shall be subject to the following transfer protocol:

- 1) The transfer amount shall be the market value of the trust assets (minus all lawful charges including liquidation fees) determined as of the business day of actual transfer and shall be liquidated in increments of 25%, with the initial transfer occurring not earlier than the 30th (or later) calendar day if a business day (or next business day if not) following the Termination Date. The transfer schedule shall be:
 - Twenty-five percent (25%) of trust assets held in the specific account shall be transferred to the successor trust as shall be directed by the Governing Body; and
 - The remainder of assets held shall be transferred every 90th day in 25% increments of the trust assets as of the Termination Date (minus all lawful charges including liquidation fees).
 - Where liquidity is adequate, the Manager has discretion to expedite the process.
 - 2) Upon completion of the fourth and final transfer, all fees and expenses that the Manager is entitled to under this Resolution for the pro rata assets under management prior to the liquidation of such assets shall cease to accrue, MERS shall cease making benefit payments, and MERS shall have no further obligation or liability to the Eligible Employer.
 - 3) For those Eligible Employers who elect to have MERS make benefit payments out of the trust, if, at any time during the liquidation period (from the initial notice date to the final transfer date), assets under management are less than 125% of the amount required to make twelve months of benefit payments, as calculated by MERS, then the Eligible Employer is required to deposit sufficient funds to meet the 125% funding level.
 - 4) Termination of participation by the Governing Body shall preclude the Eligible Employer from again participating in ISP for a period of 5 years following the Termination Date. Upon the petition of an Eligible Employer showing good cause, the Board in its sole discretion may permit an Eligible Employer to rejoin the pool where 5 years have not elapsed.
 - 5) This Resolution shall become null and void to any non-MERS participating Eligible Employer who becomes a MERS participating municipality or court for pension benefit coverage, as of the effective date of MERS pension benefit participation. In the event that one or more employee divisions with assets on deposit are not covered under a MERS pension benefit program adopted by the participating municipality or court, this Resolution will continue to be effective for those assets on deposit that are attributable to such division(s) until participation in a MERS pension benefit program is established.
- (F) The Eligible Employer and MERS acknowledge that this Resolution is a binding contract. In the event of any dispute, claim, question, or disagreement arising from or relating to the contract or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable satisfactory solution. If they do not reach such solution within a period of 60 business days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- (G) Subject to applicable law, neither the Manager, nor any of its directors, officers, managers, employees, participating employers, participating municipalities or courts, or MERS

MERS Investment Services Program Resolution

(collectively, the "Indemnitees"), shall be liable, responsible or accountable to the Eligible Employer, Governing Body, and/or Trust for any loss, liability, obligation, damage, cost, expense, penalty, assessment, judgment, claim, demand, action or proceeding which the Trust may sustain or suffer in connection with its operations and affairs. The Eligible Employer, Governing Body, and Trust shall indemnify, to the fullest extent permitted by law, and hold harmless the Manager and each of the other Indemnitees from and in respect of all (a) reasonable fees, costs, and expenses, including legal fees, paid in connection with or resulting from any claim, action, or demand against any of the Indemnitees that arises out of or in any way relates to this Resolution and (b) such claims, actions, and demands and any losses or damages resulting from such claims, actions, and demands, including amounts paid in settlement or compromise of any such claim, action or demand; provided, however, that this indemnity shall not extend to any conduct which constitutes recklessness, willful misconduct or gross negligence. The provisions of this section shall survive any termination or expiration of this Resolution.

- (H) The Governing Body represents that it has obtained all approvals necessary to enter into and perform its obligations under this Agreement, and the Manager expressly relies on such representation.

III. Miscellaneous Provisions.

- (A) Modifications. Terms of participation in ISP, as described in Sections I-III herein, may be modified or amended only with the written consent of the Governing Body and the Manager.
- (B) Entire Agreement. This Resolution constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any prior resolution, agreement or understanding between them with respect to such subject matter.
- (C) Severability. If any provision of this Resolution, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Resolution or the application of such provision to other persons or circumstances shall not be affected thereby.
- (D) Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be transmitted by: (a) hand delivery, or (b) first class, registered or certified mail, postage prepaid, or (c) overnight courier, or (d) facsimile or email, and in each case at MERS' business address, and that of the Governing Body (as provided to MERS in the customer contact form).
- (E) Governing Law. This Resolution shall be governed by the laws of the State of Michigan, without regard to its principles of conflicts of law.
- (F) Successors and Assigns. Except as otherwise specifically provided, this Resolution shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. This Resolution shall not be assigned by either party hereto without the prior, express written consent of the other party.
- (G) Non-Waiver. No provision of this Resolution shall be deemed to have been waived except if the giving of such waiver is contained in a written notice given to the party claiming such waiver, and no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the party or parties in whose favor the waiver was given.
- (H) Construction. None of the provisions of this Resolution shall be construed as for the benefit of or as enforceable by (a) any creditor (other than persons entitled to indemnification hereunder) of the Trust or (b) any other person not a party to this Resolution.

MERS Investment Services Program Resolution

IV. Effectiveness of this Resolution

This Resolution shall have no legal effect until a certified copy of this adopting Resolution is filed with MERS and MERS determines that all necessary requirements have been met. Upon MERS' determination that all necessary documents have been submitted, MERS shall record its formal approval upon this Resolution, and return a copy to the Eligible Employer's designated primary contact.

In the event an amendatory resolution or other action by the Eligible Employer is required by MERS, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred in by this Governing Body and MERS (and the Program Administrator if necessary). Section 54 of the MERS Plan Document shall apply to this Resolution and all acts performed under its authority.

I hereby certify that the above is a true copy of the Resolution adopting the MERS Investment Services Program adopted at the official meeting held by the Governing Body of this Eligible Employer on _____, 20____.

Signature of Authorized Official

Name and Title of Authorized Official

Received and Approved by the Municipal Employees' Retirement System of Michigan
on _____, 20____.

Signature of Authorized MERS Official

MERS Investment Services Program Resolution

ATTACHMENT A

The Fees and Expenses for services to be provided by the Manager are as follows:

The Eligible Employer acknowledges and affirms the responsibility for selecting the investment option(s) from the MERS investment funds for their ISP account. The initial fund(s) investment election will be in accordance to the authorized instruction provided on the corresponding Investment Request form. Once the assets are received by MERS and invested in accordance to these instructions, subsequent changes may be made online at <https://www2.alerustfinancial.com/arsaccess> where the Fund Summary sheets can be found.

All applicable fees and expenses for all MERS investment funds for the Investment Services Program are accrued and deducted through a daily valuation of unit shares by the custodial bank. Please see quarterly summary sheets for all current fees and expenses. MERS may choose to provide reimbursement of a portion of fees in accordance with terms stated on the fund summary sheets and such reimbursement will be applied back to the account at the end of the applicable period. An investment fund may have a redemption fee charge, and the terms of any such charge shall be disclosed on the investment fund summary sheet, and will be applied to assets on a first-in, first-out basis according to the applicable period. MERS reserves the right to change the terms, and such changes will be disclosed on the most recent quarterly fund summary sheet.

In addition to the above fund fees, an employer may agree to have MERS perform additional administrative services. In such an event, MERS and the employer will agree to additional fees for the performance of such services.

Action Request



Meeting Date:	6/7/2017		
Department:	Community Development & Codes / Administ	Submitted By:	Jean Derenzy
Contact E-Mail:	jderenzy@ggrandtraverse.org	Contact Telephone:	231-922-4513
Agenda Item Title:	Sale of Property -- 160 Acres Whitewater Township Parcel # 13-020-003-00		
Estimated Time:	20	Laptop Presentation:	no
	<small>(in minutes)</small>		

Summary of Request:

On September 21, 2016, the County Board of Commissioners approved the sale of two parcels being: 1) Brimley and Keystone parcel ID 05-026-016-00; and 2) Whitewater Township parcel ID 13-020-003-00. Both properties have been marketed through our Realtor, Mike Street. At this time, the Whitewater property has received the most interest. Prior to approving the properties for sale an appraisal was completed on both properties. Specifically for the property in Whitewater Township the appraisal came in at \$239,000. The listing price was identified as \$250,000 through the multiple listing services (MLS). At this time four (4) offers have been received. Per county policy, a staff working group comprised of the Equalization Director, Parks and Recreation Director, Facilities Director, Finance Director, and County Administration along with the Community Development Director and the County's Realtor, Michael Street, met to review the bids received on Thursday, June 1. At the time three offers were received, however another bid came in on Thursday afternoon for consideration. Recommendation from our Realtor is to go back to all parties that submitted an offer and ask for their buyers highest and best offer. This recommendation was approved by staff in order to achieve the best results. The deadline to receive all offers is Monday, June 5 at 5:00pm The employee working group will meet on Tuesday to review and provide recommendation to the Board at your meeting on Wednesday. Per the Boards previous discussion, 100% of proceeds from the sale of property shall go to legacy costs (Pension costs and OPEB costs). Timing of course is important to preserve the interest of buyers that submitted the bids, having an open and transparent approach while obtaining the best return for the County and all residents.

Suggested Motion:

Financial Information:

Total Cost	N/A	General Fund Cost:	N/A	Included in budget:
------------	-----	--------------------	-----	---------------------

If not included in budget, recommended funding source:

N/A

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

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration:	Recommended	Date:	
------------------------	-------------	-------	--

Miscellaneous:

Attachments:	N/A
---------------------	-----

Attachment Titles:



Robert A. Cooney
Prosecuting Attorney
324 Court Street
Traverse City, Michigan 49684-9958
(231) 922-4600 FAX (231) 922-4698

MEMORANDUM

TO: The Grand Traverse County Board of Commissioners

cc: Thomas Menzel, County Administrator
Jennifer M. DeHaan, Deputy County Administrator

FROM: Robert A. Cooney, Prosecuting Attorney
Christopher J. Forsyth, Deputy Civil Counsel *CJF*

DATE: May 30, 2017

RE: Ordinance No. 17; Hauler Licenses; Solid Waste Management Plan ("SWMP")

I am providing you this memo as follow up to discussions at prior Board meetings regarding eliminating or modifying the sections of Ordinance No. 17 that set out licensing requirements for waste haulers. As I indicated to Commissioners at the May 3rd regular meeting, which was the last meeting where this topic was discussed, Deputy Administer Jennifer DeHaan and I had scheduled a conference call with Christina Miller, who serves as the state wide Solid Waste Planning Coordinator at Michigan's Department of Environmental Quality ("DEQ"). As I informed the Board at prior meetings, it was my opinion that eliminating or modifying the hauler licensing requirements as stated in the County's ordinance, would require an amendment to the County's SWMP, which was last amended and approved by DEQ on April 12, 2012. During our conference call with Ms. Miller, held on May 8th, she informed us under state law, the County's solid waste ordinance had to be consistent with the County's SWMP, and although revising the current licensing requirements would be possible without a plan amendment, amending Ordinance No. 17 to eliminate hauler licensing requirements would not be consistent with the County's plan. According to Ms. Miller, if the Board decided to eliminate the licensing requirements, then the SWMP should be amended.

After our conference call with Ms. Miller, I reviewed the County's SWMP, Ordinance No. 17, and Part 115, MCL 324.11501 *et seq* of the Natural Resources and Environmental Protection Act. Under Section 11538 of Part 115, a County that prepares a SWMP must include in the plan such items like the establishment of goals and objectives for prevention of the adverse effects from improper solid waste collection, processing, or disposal, an evaluation of waste problems, an evaluation and selection of feasible solid waste management options, and an enforceable mechanism for implementing the plan. MCL 324.11538(1). Subsection 8 of Section 11538 provides in relevant part that an "ordinance...which is not part of or not consistent with the approved solid waste management plan for the county, shall be considered in conflict with this part and shall not be enforceable."



Robert A. Cooney
Prosecuting Attorney

324 Court Street
Traverse City, Michigan 49684-9958
(231) 922-4600 FAX (231) 922-4698

In adopting its SWMP, ordinance, and related rules, the County has complied with Section 11538. Although a County is not required to license waste haulers, the County's SWMP references hauler licenses as an enforceable mechanism for implementing the plan's objective of waste reduction and source separation. Ordinance No. 17 is consistent with the SWMP because Section 2 and 3 of the ordinance provide the process and conditions related to issuance of hauler licenses. Moreover on July 25, 2012, the Board of Commissioners adopted related rules and regulations for Ordinance No. 17. Section 6 of these rules and regulations discuss enforcement of violations related to hauler licenses. In sum, based on my review of Part 115 and the County's SWMP, I concur with Ms. Miller's conclusions that the elimination of the hauler licensing requirements would create a conflict between the County's current SWMP and Ordinance No. 17. Although the Board of Commissioners could consider revising the Ordinance's current licensing requirements, if the Board chose to eliminate them, then the County's SWMP should be amended.

For your reference, I have included a copy of the County's SWMP, Ordinance No. 17, and related rules and regulations with this memo. Please let me know if you have any questions concerning the above.

ORDINANCE No.: 17

THE COUNTY OF GRAND TRAVERSE ORDAINS:

Ordinance No. 17, the Grand Traverse Solid Waste Ordinance, is hereby amended to read as follows:

AN ORDINANCE TO REGULATE THE COLLECTION, TRANSPORTATION, DELIVERY AND DISPOSAL OF SOLID WASTE, YARD WASTE, AND RECYCLABLE MATERIALS; TO REQUIRE THE LICENSING OF HAULERS; TO ESTABLISH CONDITIONS OF THE HAULER LICENSE REQUIREMENTS; TO PROVIDE FOR COUNTY-DESIGNATED FACILITIES; TO PROHIBIT ROADSIDE DUMPING OF REFUSE; TO PROHIBIT SCAVENGING OF RECYCLABLES; TO ALLOW THE PROMULGATION OF RULES AND REGULATIONS; AND TO PROVIDE PENALTIES AND REMEDIES FOR VIOLATIONS THEREOF:

- Section 1: Definitions
- Section 2: Licensing of Haulers
- Section 3: Conditions of Hauler License
- Section 4: Collection and Delivery of Solid Waste
- Section 5: Proper Disposal of Solid Waste
- Section 6: Rules and Regulations
- Section 7: Penalties and Remedies
- Section 8: Severability
- Section 9: Repeal and Effective Date
- Section 10: Amendment

SECTION 1

DEFINITIONS

- 1.1 Definitions, for purposes of this Ordinance, the words and phrases listed below in alphabetical order shall have the following meanings.
- 1) "Act 641" means Act No. 641 of the Public Acts of Michigan, 1978, the Solid Waste Management Act, as amended.
 - 2) "Administrator" means the Manager of the Grand Traverse County Resource Recovery Department or other person as appointed by the County Board to administer Ordinance No. 17 or enforce the elements of this Ordinance.
 - 3) "Banned Material" means any material that cannot be included in the solid waste set out for collection from any premises located within the County.
 - 4) "Banned Materials List" means a list established by the BOC of banned materials.

- 5) "BOC" means the Board of Commissioners of Grand Traverse County.
- 6) "County Board" means the County Board of Commissioners of Grand Traverse County.
- 7) "County" means the County of Grand Traverse, Michigan, acting by and through its County Board.
- 8) "County-Designated Facility" or "Designated Facility" means a facility which the County has identified as an approved location for the disposal of solid waste or the collection, processing and marketing of yard waste or recyclable material. A County-Designated Facility would include any of the following: 1) a solid-waste transfer facility, 2) a sanitary landfill, 3) a solid waste processing plant or 4) any other facility utilized in the collection, transfer, processing or disposal of solid waste, yard waste or recyclable material.
- 9) "Demolition and Construction Debris" means a type of solid waste consisting of waste building materials and rubble resulting from construction, remodeling, repair and demolition operations on houses, commercial buildings and other structures. Construction and demolition debris includes trees, stumps, and brush removed from property during construction, maintenance or repair. Construction and demolition waste does not include any of the following, which is defined under this Ordinance as solid waste even if it results from construction, remodeling, repair and demolition of structures which includes: (a) garbage (b) furniture and (c) solid waste resulting from a processing technique that renders individual waste components unrecognizable, such as pulverizing or shredding. It also does not include any of the following which may require special disposal considerations: (a) asbestos waste, (b) drums and containers, (c) fuel tanks, (d) corrugated container board, and (e) appliances.
- 10) "Designated Curbside Recycling District" means areas designated in the County for which single-family residential structures and multi-family residential structures with 4 or less units per building are eligible to receive curbside collection services for yard waste and recyclable materials. Collection of recyclable materials is included in the cost of solid waste collection. Yard waste collection is available at an additional cost. Curbside recycling guidelines and map of designated curbside recycling district shall be established as an appendix to the Rules and Regulations promulgated under Section 6 of this Ordinance.
- 11) "Effective Operation Date" means April, 1992 unless otherwise specified in this Ordinance or the Rules and Regulations.
- 12) "Hauler" means any person possessing a valid hauler license from the county who is engaged in whole or in part in the business of collecting, transporting, delivering, or disposing of solid waste, yard waste or recyclable material within the County other than the refuse generated by the person so hauling.
- 13) "Hazardous Waste" means hazardous waste as defined in Act No. 64 of the Public

Acts of Michigan, 1979, as amended, and as identified in administrative rules promulgated pursuant to said Act by the Director of the Michigan Department of Natural Resources.

- 14) "Local Unit of Government" means a city, village, township or charter township located within Grand Traverse County.
- 15) "Person" means any individual, firm, public or private corporation, partnership, trust, public or private agency or any other entity or any group of such persons.
- 16) "Premises" means a parcel of land, including any building or structures located thereon, within Grand Traverse County used for residential, commercial, industrial, agricultural or institutional purposes either separately or in combination to which a separate street address, postal address or box, tax roll description, or other similar identification has been assigned to or is in use by a person having control of the area.
- 17) "Recyclable Material" means material intended to be discarded by the generator as no longer useful to the generator that are to be collected, separated, or processed, and used as raw materials or products. Examples of recyclable material include newspaper, corrugated cardboard, magazines, computer print-out paper, office paper, glass containers, high density and low density polyethylene containers (HDPE and LDPE), polyethylene terephthalate (PET) containers, tin cans, ferrous metal and nonferrous metal.
- 18) "Refuse", for the purposes of this Ordinance, shall have the same meaning as Solid Waste.
- 19) "Solid Waste" means garbage, rubbish, ashes, incinerator ash, incinerator residue, street cleanings, municipal and industrial sludges, solid commercial and solid industrial waste, and animal waste as defined in Section 7(1) of Act 641, as amended.
- 20) "Resource Recovery Council" means the standing advisory council to the Grand Traverse County Board of Commissioners that has been assigned oversight responsibility for the county-wide solid waste management system.
- 21) "Source Separated Yard Waste and/or Recyclable Materials" means yard waste or recyclable materials which are kept separate from refuse at the point of generation and have been prepared for disposal according to local guidelines for participation in county-wide recycling programs.
- 22) "Special Refuse" means furniture, household appliances, brush, large tree limbs and other bulky refuse items, with the exception of construction and demolition debris.
- 23) "Targeted Materials List" means the list established by the County BOC of all materials that are to be collected through the collection services for yard waste and recyclable materials provided by licensed haulers, through the drop-off depots and through the solid waste transfer stations.

- 24) "Tipping Fee" means a fee to be charged upon delivery of solid waste, recyclable materials or yard waste to a County-Designated Facility.
- 25) "Volume-Based Fee System" means a fee system, used by a licensed hauler to charge customers for services that meets requirements to establish an incentive for the customer to reduce waste and to recycle and compost as established by the BOC pursuant to this Ordinance.
- 26) "Yard Waste" means leaves, grass clippings, vegetable or other garden debris, shrubbery or brush or tree trimmings that can be converted to compost humus. This term does not include stumps, agricultural wastes, animal waste, roots, sewage sludge or garbage.

SECTION 2

LICENSING OF HAULERS

- 2.1 Hauler License. Subject to penalties prescribed in section 7.1, no person shall engage in the business of collecting, transporting, delivering, or disposing of solid waste, yard waste or recyclable materials generated by another person within Grand Traverse County without first obtaining a hauler license.
- 2.2 License Application. Every person desiring to engage in the business of collecting, transporting, delivering or disposing of solid waste, yard waste or recyclable materials generated by another person within Grand Traverse County shall make written application to the County on forms provided by or prescribed by the BOC on an annual basis to obtain a hauler license. The application shall require such information as will enable the Administrator to determine whether the applicant, if licensed, will serve the public in compliance with requirements of this Ordinance, and all other applicable laws, statutes, Ordinances, rules, and regulations.
- 2.3 License Fee. Annual license fee of \$50.00 (fifty dollars) shall be paid to the BOC upon submittal of a license application to the Administrator.

The license fee shall continue in full force and effect until amended by the BOC, the BOC may, by resolution, decrease or increase any fee.
- 2.4 Approval or Denial of License. Upon receipt of an administratively complete application and upon payment of an applicant licensing fee, the Administrator shall forward the application to the BOC which shall grant or deny the hauler license within 45 days of receipt by the Administrator. If granted, the Administrator shall issue the license. The BOC may deny the issuance of the license for any of the following reasons:
 - a) Failure of the applicant to comply with this Ordinance.
 - b) Violations of this Ordinance or any other applicable federal, state, county and local laws, statutes, rules and regulations, including but not limited to those pertaining to the collecting, transporting, delivering or disposing of solid waste, yard waste and recyclable materials generated within Grand Traverse County.
 - c) Prior criminal convictions in connection with solid waste collection, processing and disposal activities in the last ten years (other than minor traffic offenses) by

the applicant, its subsidiaries or its parent company or prior license revocations by the applicant, its subsidiaries or its parent company.

- d) Misrepresentations of any material fact in the application for the license. If hauler license is denied, the BOC shall not refund the applicant licensing fee. Before denial of a license application, the BOC shall inform the applicant of its intentions and provide the applicant with an opportunity for a hearing before the BOC after which the BOC shall make its final decision. The request for a hearing must be filed by applicant with the Administrator within ten (10) working days of receipt of the denial.
- 2.5 License Expiration and Renewal. A license issued under section 2.4 shall expire on the first day of January of the following year. Licenses may be renewed annually following the same procedures set forth in this Section for license applications upon payment of the annual licensing fee, unless revoked in accordance with the terms of this Ordinance.
- 2.6 Non-transferability of Licenses. All licenses shall be non-transferable
- 2.7 Revocation of Hauler License. The BOC shall have the right to revoke the license of any hauler that fails to abide by any provision of this Ordinance and any rules and regulations so authorized. Prior to such action, the BOC shall inform the licensed hauler, via certified mail, of its intentions, provide justification used in consideration of the revoking action and provide the hauler with an opportunity for a hearing before the BOC after which the BOC shall make its final decision. Prior revocation of a license shall be sufficient grounds for refusal by the BOC to certify any future application by such licensee. The request for a hearing must be filed by hauler with the Administrator within ten (10) working days of receipt of the revocation.
- 2.8 Exemptions. Municipalities or persons hauling solid waste, yard waste or recyclable materials on a non-commercial basis from their own residence or business or performing an occasional service for neighbors, family or friends do not need a hauler license. Persons who arrange to backhaul recyclables in the same vehicles that deliver their goods do not need a hauler license but must comply with the reporting requirements described in Section 3.

SECTION 3

CONDITIONS OF HAULER LICENSE

- 3.1 General License Conditions. It shall be a condition of each Hauler License that the hauler shall comply with all the following:
- a) All provisions of this Ordinance, and the Rules and Regulations promulgated under authority of this Ordinance.
 - b) All applicable federal, state, county and local laws, statutes, rules and regulations, including but not limited to those pertaining to the collecting, transporting, delivering or disposing of solid waste, yard waste and recyclable materials generated within Grand Traverse County.

- c) All applicable provisions of the Grand Traverse County Solid Waste Plan as required by Part 115, Solid Waste Management, of the NREPA, 1994 PA 451, as amended (Act 451) and any agreements regarding inter-county transport of solid waste authorized or restricted through that plan.
- d) All applicable provisions of the rules and regulations adopted and amended as required for the administration and operation of County-Designated Facilities.

3.2 Specific License Conditions. As part of the terms and conditions of Hauler License, issued pursuant to this Ordinance, the licensee agrees to:

- a) Residential Service: Upon request of a residential customer, provide or arrange to provide through subcontract, regularly scheduled curbside pickup services for yard waste and recyclable materials on the Targeted Materials List that are generated by single-family residential structures and multi-family residential structures with 4 or less units per building receiving solid waste collection services from the licensee. Service specifications will be developed by the BOC as described in the Rules and Regulations promulgated under Section 6 of this Ordinance.
- b) Commercial Service: Upon request of a commercial customer, provide or arrange to provide through subcontract, pickup services for yard waste and recyclable materials on the Targeted Materials List that are generated by commercial, institutional and industrial establishments and by residential multi-family structures with more than 4 units per building receiving solid waste collection services from the licensee. Service specifications will be developed by the BOC as described in the Rules and Regulations promulgated under Section 6 of this Ordinance.
- c) Banned Materials: Not allow materials to be included in the solid waste collected by the licensee that are on the Banned Materials List as described in the Rules and Regulations promulgated under Section 6 of this Ordinance.
- d) County-Designated Facilities: Arrange for delivery of all solid waste, yard waste and recyclable material collected under provisions of this Ordinance to County-Designated Facilities.
- e) Fees for Service: Establish any fee for service charged to customers as a Volume-Based Fee System as defined in this Ordinance and described in the Rules and Regulations promulgated under Section 6 of this Ordinance.
- f) Annual Reports: Submit annual updated hauler information as specified and required in the hauler license application.
- g) Quarterly Reports: File with the Administrator by the fifteenth day of January, April, July and October of each year, on a form provided by the Resource Recovery Department, operations information from the last full 3 month period which may include, at the discretion of the Administrator, documentation of the quantities in cubic yards and tons of solid waste, including demolition and

construction waste, and source separated yard waste and recyclable material collected by the licensee within Grand Traverse County.

SECTION 4

Collection and Delivery of Solid Waste

- 4.1 Approved Collection Methods. The owner of each residential, commercial, institutional and industrial property within Grand Traverse County shall be responsible for securing an approved method of collection for solid waste, yard waste, recyclable material, special refuse and construction and demolition debris generated on their premises. Transportation shall be by a licensed hauler, or by the owner of the premises to an approved County-Designated Facility.
- 4.2 Delivery of Solid Waste, Yard Waste and Recyclable Materials by Licensed Haulers. Licensed haulers shall deliver all solid waste, yard waste, recyclable material, special refuse and construction and demolition debris to a County-Designated Facility and pay any tipping fee for delivery thereof. No licensed hauler shall deliver such material collected or transported from a site of generation within the County to any site other than an approved County-Designated Facility.
- 4.3 Delivery of Solid Waste, Yard Waste and Recyclable Materials by Persons. A person transporting solid waste, yard waste, recyclable material, special refuse, construction debris, and demolition debris generated from his or her household or business shall deliver such material to a County-Designated Facility and pay any tipping fee for delivery thereof. No person shall deliver such material generated from his or her premise within the County to any site other than an approved County-Designated Facility.

SECTION 5

Proper Disposal of Solid Waste

- 5.1 Unlawful Dumping. No person shall deposit or cause to be deposited, sort, scatter, throw, drop or leave any solid waste, hazardous waste, special waste, banned materials, construction or demolition debris, yard waste or recyclable material, as herein defined, upon or into any street, right-of-way, alley, container or other property, public or private, within Grand Traverse County except in accordance with the provisions of this Ordinance.
- 5.2 Accumulation of Refuse. No owner or occupant of a commercial establishment shall permit the accumulation of solid waste upon any commercial premises for a period in excess of fifteen (15) days. No owner or occupant of a residential dwelling unit shall permit the accumulation of solid waste upon a residential premise for a period in excess of thirty (30) days.
- 5.3 Composting and Recycling. Yard waste may be accumulated for composting purposes in a manner which will not harbor rodents or become a public nuisance. Source separated recyclable materials may be accumulated in a manner which will not create odor, harbor rodents or become a public nuisance for the purpose of transport and delivery to a County Designated recycling facility.

- 5.4 Restrictions. No person shall place in any container or receptacle intended for receipt of solid waste, special waste, banned materials, construction or demolition debris, yard waste or recyclable material any other material that might endanger the collection personnel or that would be detrimental to the normal collection operation, for example: gaseous, solid, or liquid poisons, dead animals, ammunition, explosives, or any material that possesses heat or chemical properties sufficient to ignite any other collected materials.
- 5.5 Anti-Scavenging Provision. No person shall take, collect or transport from any street right-of-way, alley or dumpster within this County any recyclable material that has been designated for collection by a public agency or licensed hauler unless otherwise provided for. This restriction applies to materials that have been placed at a drop-off location, at the edge of a curb, road or alley, or at other designated collection sites. Scavenging of materials set out for refuse pick up is acceptable to reduce the volume of reusable material sent to the landfill.

SECTION 6

RULES AND REGULATIONS

- 6.1 Promulgation of Rules and Regulations. The BOC may draft and adopt rules and regulations to carry out the provisions of this Ordinance including those pertaining to the administration, implementation and continued operation of any projects related to this Ordinance; the establishment, administration and enforcement of hauler licensing requirements and service specifications; the definition of materials on the Banned and Targeted Material Lists; and the establishment, administration and enforcement of provisions for County-Designated Facilities. The rules and regulations may be amended from time to time by resolution and shall be subject to the BOC approval.

SECTION 7

PENALTIES AND REMEDIES

- 7.1 Penalties and Remedies.
- a) A violation of this ordinance is a municipal civil infraction, subject to a fine of not more than \$500 plus court costs. Each day that a violation occurs or continues shall be deemed a separate offense.
 - b) Any person who refuses to abate a violation of this ordinance upon the demand of an authorized local enforcement officer, interferes with an officer(s) enforcement of the ordinance, or retaliates against another who had made complaint of a violation of this ordinance is guilty of a misdemeanor punishable by maximum 90 days in jail and a fine of \$500.00 plus court costs.
 - c). The violations, penalties and remedies available under this section are in addition to and are not intended to in any way replace those violations and/or penalties and remedies that a state statutes defines as a misdemeanor or felony.

SECTION 8

SEVERABILITY

- 8.1 Severability. Sections of this Ordinance shall be deemed severable and should any section, clause or provision of this Ordinance be declared to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

SECTION 9

REPEAL AND EFFECTIVE DATE

- 9.1 Effective Date. This Ordinance amendment shall become effective 30 days after adoption.
- 9.2 Repeal Clause. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 10

AMENDMENT

- 10.1 Amendment. Promulgation of any amendments to this Ordinance will be adopted by the County in accordance with the following procedure:
- a) Proposed amendments are reviewed by the BOC's Resource Recovery Council and submitted to the County Board of Commissioners.
 - b) Proposed amendments are initially accepted by the Board of Commissioners for further consideration and final adoption.
 - c) Proposed amendments are sent to each Local Unit of Government, all licensed haulers, all designated facility operators and public notice printed in the Traverse City Record Eagle, at least 30 days prior to final consideration by the County Board of Commissioners.
 - d) A public hearing on the proposed amendments shall be held by the County Board of Commissioners no earlier than 30 days after the notification described in 10.1 c.
 - e) After the 30 day comment period and the public hearing record, the County Board of Commissioners may adopt, reject, repeat the comment period, or further revise any or all of the proposed amendments at its own discretion. Any substantial revisions to a proposed amendment in response to the comments received shall require a repeat of the 30 day comment period opportunity.
 - f) This amendatory process is supplemental to any statutory requirements for County ordinance adoption and amendments under State law.

The second amendment to the restated Rules and Regulations for Grand Traverse County Ordinance No. 17 adopted by the Grand Traverse County Board of Public Works on August 25, 2003 is hereby amended to read as follows:

SECOND AMENDMENT TO RESTATED
RULES AND REGULATIONS FOR ORDINANCE NUMBER 17

RULES AND REGULATIONS FOR AN ORDINANCE TO REGULATE THE COLLECTION, TRANSPORTATION, DELIVERY AND DISPOSAL OF SOLID WASTE, YARD WASTE, AND RECYCLABLE MATERIALS; TO REQUIRE THE LICENSING OF WASTE HAULERS; TO ESTABLISH CONDITIONS OF THE HAULER LICENSE REQUIREMENTS; TO PROVIDE FOR COUNTY-DESIGNATED FACILITIES; TO PROHIBIT ROADSIDE DUMPING OF REFUSE; TO PROHIBIT SCAVENGING OF RECYCLABLES; TO ALLOW THAT PROMULGATION OF RULES AND REGULATIONS; AND TO PROVIDE PENALTIES AND REMEDIES FOR VIOLATIONS THEREOF.

- Section 1: Definitions
- Section 2: Targeted and Banned Materials
- Section 3: Collection Service Requirements
- Section 4: Fees, Rates and Charges for Collection Services
- Section 5: County-Designated Facilities
- Section 6: Enforcement
- Section 7: Approved Methods of Yard Waste Disposal
- Section 8: Amendment
- Appendix 1 Curbside Recycling Guidelines and Map of Designated Curbside Recycling District

THE BOARD OF COMMISSIONERS OF GRAND TRAVERSE COUNTY HEREBY PROMULGATES THE FOLLOWING RULES AND REGULATIONS FOR ORDINANCE NO. 17:

SECTION 1

DEFINITIONS

- 1.1 Definitions. For purposes of these Rules and Regulations, the definitions provide for key words and phrases will be those contained in Section 1 of Ordinance No. 17. The following definitions are hereby added to that list:
 - 1) Solid Waste Management Planning Process means an authorized solid waste planning process managed by an Michigan Department of Environmental Quality (MDEQ) approved Grand Traverse County designated planning agent as described in P.A. 1994 No. 451 C.L.324..115381 et seq. Natural Resources and Environmental Protection Act, as amended.

- 2) Solid Waste Plan means the final plan resulting from the Solid Waste Management Planning Process that has been officially approved by the MDEQ.
- 3) Compostable Material means that material which is identified as the organic fraction of the waste stream and is separated from general solid waste.
- 4) MDEQ means the Michigan Department of Environmental Quality.
- 5) Organic Fraction means that component of the waste stream which is classified as food waste, wood waste and yard waste

SECTION 2

TARGETED AND BANNED MATERIALS

- 2.1 Targeted Materials Listing - Collection Requirements. The following materials shall be included in any commercial, institutional, industrial or residential curbside, multi-family or drop-off recycling and composting collection services provided as part of the hauler licensing conditions in Ordinance No. 17. Additional materials at the discretion of the hauler may be collected. Materials shall be prepared per hauler specifications.
- a) Paper including newspapers, magazines, catalogs and other glossy items, phonebooks and soft cover books, mixed office paper such as fax, lined, colored paper, CPO, white ledger and Filestock and junk mail such as envelopes, flyers, brochures and postcards. No padded envelopes, hard cover books or tyvek envelopes.
 - b) Cardboard and Boxboard including old corrugated containers having liners of kraft, jute, or test liner and boxboard such as cereal, shoe, cracker, moving, pizza boxes and paper bags. No wax coated cardboard. Old corrugated containers are acceptable if wet and staples and tape with water soluble glues are acceptable.
 - c) Commingled Containers including glass bottles and jars all colors, steel/tin cans, aluminum cans, foil and trays, and plastic containers SPI coded 1-7 such as water bottles, pop bottles, milk jugs, and plastic clam shells, trays and cups such as yogurt, cottage cheese and margarine containers. No aerosol cans, Styrofoam, plastic bags, film, aseptic food containers, drinking glasses, glass dishes, glass pots, glass pans, light bulbs or window glass.
 - d) Yard waste including leaves, grass clippings, vegetable or other garden debris, shrubbery or brush or tree trimmings less than 18 inches in diameter. No soil, dirt, rocks, concrete, rootballs or stumps and logs greater than 18 inches in diameter.
- 2.2 Targeted Materials Listing - Delivery Requirements. Targeted materials collected from commercial, institutional, industrial and residential recycling and composting collection services provided as part of the hauler licensing conditions in Ordinance No. 17 must be delivered to County-Designated Facilities to be recycled.
- a) At the County-designated recycling facility or facilities the licensed hauler shall tip loads of commingled fiber materials collected from commercial, institutional, industrial and residential curbside recycling services.

- b) At the County-designated recycling facility or facilities the licensed hauler shall tip loads of commingled container materials collected from commercial, institutional, industrial and residential curbside recycling services.
- c) At the County-designated composting facility or facilities the licensed hauler shall tip loads of yard waste collected from commercial, institutional, industrial and residential composting services.

2.3 Banned Materials Listing. The following materials shall be banned from any solid waste or demolition and construction debris collected within the County and/or disposed of in County-Designated Facilities.

- a) Household hazardous waste including oil based paint, paint thinners, solvents, drain cleaners, pesticides, herbicides, aerosol products, antifreeze, household cleaners, photographic chemicals, pool chemicals, ammunition, fireworks, medicines, and other products labeled danger, warning, poison, flammable or corrosive.
- b) Batteries and electric fuel cells including lead acid batteries and electric fuel cells from combustion engine driven equipment, or vehicles of any size, and household batteries such as rechargeable, lithium, sealed lead and button batteries (does not include alkaline batteries).
- c) Lubricating oils of all types including used motor oil, cutting oils and machine oils.
- d) Scrap whole tires of all types including auto, truck, motorcycle, off-road vehicle, garden tractor, and farm equipment tires.
- e) Large appliances of all types including refrigerators, kitchen stoves, clothes dryers, clothes washers, central air conditioners, window air conditioners, furnaces, humidifiers, dehumidifiers, hot water heaters, trash compactors, dishwashers, commercial food processors, metal sinks, metal countertops, and other related large appliances.
- f) Metal auto parts of all kinds including mufflers, exhaust pipes, body parts, bumpers, wheels, brakes, frames, axles, and engine components.
- g) Yard waste including leaves, grass clippings, vegetable or other garden debris, shrubbery or brush or tree trimmings less than 4 feet long and 2 inches in diameter.

2.4 Additions, Deletions, and Exemptions to the Targeted and Banned Materials Listings. The BOC, upon the recommendation of the Resource Recovery Council, shall work with current and potential County-Designated Facilities to insure adequate capacity to process and market the materials on the targeted materials lists.

- a) The Resource Recovery Council shall make available to licensed haulers and County-Designated Facilities lists of targeted and banned materials and propose any additions or deletions to those list or clarification of collection or delivery

specifications. Proposals for additions and deletions shall be handled as amendments to these Rules and Regulations.

- b) Licensed haulers and County-Designated Facilities may petition the BOC in writing at any time to have additions, deletions or changes in collection or delivery specifications made to the targeted and banned materials lists. The BOC, under the advice of the Resource Recovery Council, shall respond in writing within 60 calendar days and that response and the original petition shall be included in the published minutes of the BOC.
- c) Licensed haulers and County-Designated Facilities may petition the BOC in writing at any time for emergency relief from the collection or delivery specifications for materials on the targeted and banned materials lists. The BOC, under the advice of the Resource Recovery Council, shall respond in writing within 30 calendar days and that response and the original petition shall be included in the published minutes of the BOC. Any emergency relief granted by the BOC shall be for a period of no more than 180 days, and shall include restrictions as deemed necessary by the BOC to guarantee consistency with the intent of these Rules and Regulations and Ordinance No. 17. If emergency relief is requested and granted more than once for the same reason, a process must be initiated by the BOC to consider necessary changes that should be made to these Rules and Regulations.

SELECTION 3

COLLECTION SERVICE REQUIREMENTS

- 3.1 Requirements for Hauler License. A hauler license will be required for all those engaged in the business of collecting, transporting, delivering or disposing of solid waste, yard waste or recyclable materials generated by another person within Grand Traverse County. This shall include but not be limited to:
- a) Solid waste haulers.
 - b) Recycling companies.
 - c) Lawn care companies, landscapers and land clearing firms.
 - d) Solid waste transfer station operators.
 - e) Specialized haulers providing services that include pickup of solid waste, yard waste or recyclable materials along with other materials.

Municipalities or persons hauling solid waste, yard waste or recyclable materials on a non-commercial basis from their own residence or business or performing an occasional service for neighbors, family or friends do not need a hauler license. Persons who arrange to backhaul recyclables in the same vehicles that deliver their goods do not need a hauler license but must comply with the reporting requirements described in Section 3 of Ordinance No. 17.

- 3.2 Residential Curbside Recycling and Yard Waste Collection Services. Single family residential structures and multi-family residential structures with 4 or less units per

building located inside the designated curbside recycling district or outside shall have access to curbside refuse, recycling and yard waste collection services. The following service specifications shall apply:

- a) Licensed haulers providing regularly scheduled refuse collection services must also offer upon request of a residential customer curbside recycling and yard waste collection services for the materials identified and described in the targeted materials list.
- b) Licensed haulers must provide, or arrange to provide through subcontract, at least one household recycling collection bin of 12 to 18 gallon capacity or at hauler discretion a 32, 64 or 94 gallon recycle cart to each of its customer households who choose to recycle. The bin or cart must have the name of the licensed hauler identified in writing on its side.
- c) Licensed haulers on the same day as refuse pickup must provide, or arrange to provide through subcontract, for pickup of recyclable material set out by its customers in hauler approved bins, carts or bags and any yard waste set out in bulk containers or kraft bags. Yard waste may, at the hauler(s) discretion, be picked up on a regularly scheduled day other than the day of refuse pickup.
- d) At the time of original distribution of the bins, carts or bags and at least annually thereafter, the licensed hauler must distribute to these customers a printed publication that shall clearly define the preparation and set-out requirements for materials on the targeted and banned materials list. The phone number of the hauler shall be included in the publication along with the following "For further information on Grand Traverse County recycling efforts call _____" with the phone number included to be specified by the County at the time of hauler license approval.

3.3 Recycling Drop-Off Stations

- a) Local Units of Governments may establish and maintain a system of private or public recycling drop-off stations in their jurisdiction to serve the needs of their residents.
- b) Drop-off stations shall be located in areas reasonably convenient to the residents of the Local Unit of Government and shall maintain regular hours of operation suited to their needs. Each site shall be equipped with suitable containers clearly identified for convenient use by residents of the Local Unit of Government.
- c) Drop-off stations shall accept all recyclables on the targeted materials list. Materials shall be delivered to a county-designated recycling facility to be processed and any non-recyclable residue shall be properly landfilled.
- d) Drop-off stations shall be operated and maintained in an orderly and sanitary condition so as not to become a nuisance to surrounding properties or a hazard to residents.
- e) Local Units of Government must notify the BOC of all drop-off stations operating in their jurisdiction. Drop-off stations must be operated and maintained in

compliance to these rules and regulations.

3.4 Commercial, Institutional and Industrial Recycling and Yard Waste Collection Services.

Commercial, institutional and industrial customers including residential multi-family structures with more than 4 units per building located in the County shall have access to refuse, recycling and yard waste collection services:

- a) Licensed haulers providing regularly scheduled refuse collection services must also offer upon request of a commercial customer recycling and yard waste collection services for the materials as identified and described in the targeted materials list.
- b) Licensed haulers must provide to each of its customers, or arrange to provide through subcontract, suitable outdoor containers for the recyclable materials and yard waste in a location providing a level of customer convenience that meets or exceeds that of the solid waste containers provided to the same customer. The containers must have the name of the licensed hauler identified in writing on its side along with the preparation requirements for all materials allowed in each container and typical contaminants not allowed in each container.
- c) Licensed haulers must provide, or arrange to provide through subcontract, for pickup of the recyclable material and yard waste from each of its customers at the degree of frequency required to remove the accumulated materials without spillage or overflow of material from the provided containers.
- d) At the time of original distribution of the bins and carts and at least annually thereafter, the licensed hauler must distribute to these customers a printed publication that shall clearly define the preparation and set-out requirements for materials on the targeted and banned materials list. The phone number of the hauler shall be included in the publication along with the following "For further information on Grand Traverse County recycling efforts call _____" with the phone number included to be specified by the County at the time of hauler license approval.

SECTION 4

FEEES, RATES AND CHARGES FOR COLLECTION SERVICES

4.1 Fees for Service Charged by Licensed Haulers. All fees charged by licensed haulers for solid waste collection services must be based on volume and type of service provided. Haulers can use the following collection rate structures for charging fees to their customers:

- a) Designated Curbside Recycling District: Licensed haulers providing more than one type of service may bundle the cost of those services into a single fee. An acceptable volume based fee for service system may include either of the following:

- i. Per bag fee - Customers pay for waste collection services on a per bag basis. Recycling and composting services would be available on an additional charge basis.
 - ii. Full service fee - Customers pay for waste collection services on a fixed fee with volume limited to the carts provided by haulers or a limit of a specified number of bags if a cart is not used. Recycling services are included in the full service fee. Composting services would be available on an additional charge basis. Additional volume of solid waste would require additional charges.
- b) Other Areas: Licensed haulers providing more than one type of service may not bundle the cost of those services into a single fee. The cost of each service must be listed separately on customer invoice. An acceptable volume based fee for service system may include either of the following:
- i. Per bag fee - Customers pay for waste collection services on a per bag basis. Recycling and composting services would be available on an additional charge basis.
 - ii. Full service fee - Customers pay for waste collection services on a fixed fee with volume limited to the carts provided by haulers or a limit of a specified number of bags if a cart is not used. Recycling and composting services would be available on an additional charge basis. Additional volume of solid waste would require additional charges.

SECTION 5

COUNTY-DESIGNATED FACILITIES

- 5.1 County Designated Facilities. County designated facilities must be open to all licensed haulers for the disposal of solid waste or the processing and marketing of recyclable material and yard waste.
- 5.2 Minimum Operating Requirements for Designated Facilities. Designated Facilities must agree to:
- a) File with the Administrator by the fifteenth day of January, April, July and October of each year, on a form provided by the Resource Recovery Department, operations information from the last full 3 month period on the volume of solid waste, including demolition and construction waste, and yard waste and recyclable material in tons received in each of three generator categories: residential, small business/retail, and industrial/other by the county designated facility.
 - b) Collect a volume based surcharge applied to all materials generated in Grand Traverse County that are delivered to the county-designated landfills or transfer stations excluding materials for which the surcharge has been collected at another Designated Landfill or Transfer station and transfer those funds to the County to cover costs for administration, enforcement and coordination of the system and costs for direct provision of services as needed as part of the system. The amount

of the volume based surcharge shall be established from time to time by resolution of the Grand Traverse County Board of Commissioners in an amount sufficient to provide for the administration and operation of the plan of regulation established in the County(s) Solid Waste Management Plan. Each such resolution shall establish an effective date which shall be at least thirty (30) days following adoption.

- c). Sign the Facility Registration Agreement provided by the BOC and adhere to all its terms and conditions.

SECTION 6

ENFORCEMENT

- 6.1 Annual System Compliance Report. The Resource Recovery Department shall be responsible for ongoing monitoring of system compliance. A system of record keeping shall be put in place to track incidents of hauler licensing and designated facility agreement violations, illegal dumping, failure of generators to comply with banned material list requirements, and other violations of this ordinance as necessary.
- 6.2 Duties of Licensed Haulers. Licensed haulers shall monitor and assist in enforcement of compliance by generators with provisions of the ordinance and these Rules and Regulations requiring that banned materials not be placed in solid waste set out for disposal and that targeted materials be prepared in a manner compliant to hauler specifications. If the hauler determines that a customer has not properly prepared materials for collection or set out unacceptable material, the driver is not obligated to pick up the material. In such cases, the hauler shall notify the customer of the potential violation and provide instructions to the customer on how to comply. The notification shall be as follows: a leave-behind tag, a letter, telephone and/or direct personal communication. If said violations continue the hauler shall inform the Resource Recovery Department, and the Resource Recovery Department shall issue a notice of violation and proceed with appropriate enforcement action which may include appropriate fines as authorized in Ordinance No. 17 and a stop service order to all licensed haulers in the County which would prevent licensed haulers from providing solid waste collection services to the violator.

Licensed haulers shall also provide information as available to the Resource Recovery Department on any violations by other licensed or unlicensed haulers in providing services that fall under the hauler licensing requirements and on any violations or questionable practices by County-Designated Facilities or non-county designated facilities in providing services that fall under the designated facility requirements.

- 6.3 Duties of County Agencies. The BOC shall be responsible for developing a system of enforcement response capable of addressing violations of Ordinance 17. This system shall give the Resource Recovery Department and Resource Recovery Council the capabilities and funding to adequately follow through on administrative and legal enforcement steps as required. These steps shall include the ability to:
 - 1) Support licensed haulers and designated facility operators in their enforcement activities as described in 6.2 of these Rules and Regulations;

- 2) Initiate independent investigations to discover violations and respond with enforcement action;
- 3) Initiate proceedings to revoke hauler licenses;
- 4) Monitor and enforce provisions of designated facility agreements;
- 5) Proceed with illegal dumping cleanup, cost recovery and enforcement;
- 6) Enforce stop service order to unlicensed haulers and non-designated facilities;
- 7) Provide for other enforcement actions as required.

SECTION 7

APPROVED METHODS OF YARD WASTE DISPOSAL

- 7.1 Yard waste must be disposed of by an approved method. Approved methods are:
 - 1) Disposal at a facility designated for that purpose by the County in accordance with the rules of that facility, or;
 - 2) Land application of grass clippings, thatch, leaves, and wood chips with the consent of the landowner or tenant for use in mulching, enhancing soil, erosion control or compost or a combination of these;
- 7.2 Use of yard waste as fuel or as feedstock for manufacturing processes is an approved method where consistent with local land use and other applicable regulation.
- 7.3 Yard waste shall be land applied in such a manner as not to create a nuisance to adjoining landowners, be the source of foul or obnoxious odors, or attract rodents or other pest.

SECTION 8

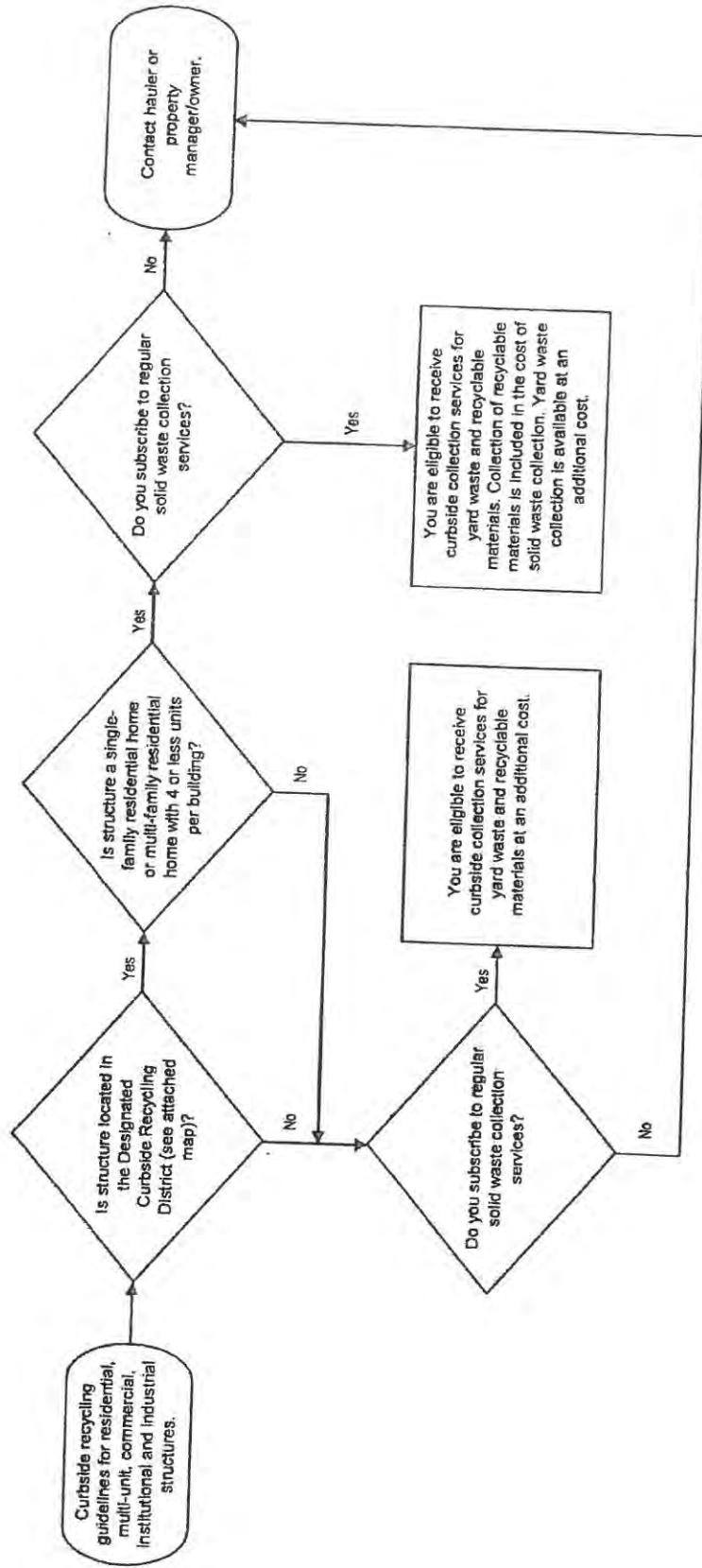
AMENDMENT

- 8.1 Rules and Regulations - Amendment Process. The rules and regulations may be amended from time to time by resolution and shall be subject to the BOC approval.

The foregoing amendment to the second amendment restated Rules and Regulations for Grand Traverse County Ordinance No. 17 will be effective thirty (30) days following adoption by the Grand Traverse County Board of Commissioners.

CURBSIDE RECYCLING - FLOW CHART

Appendix 1



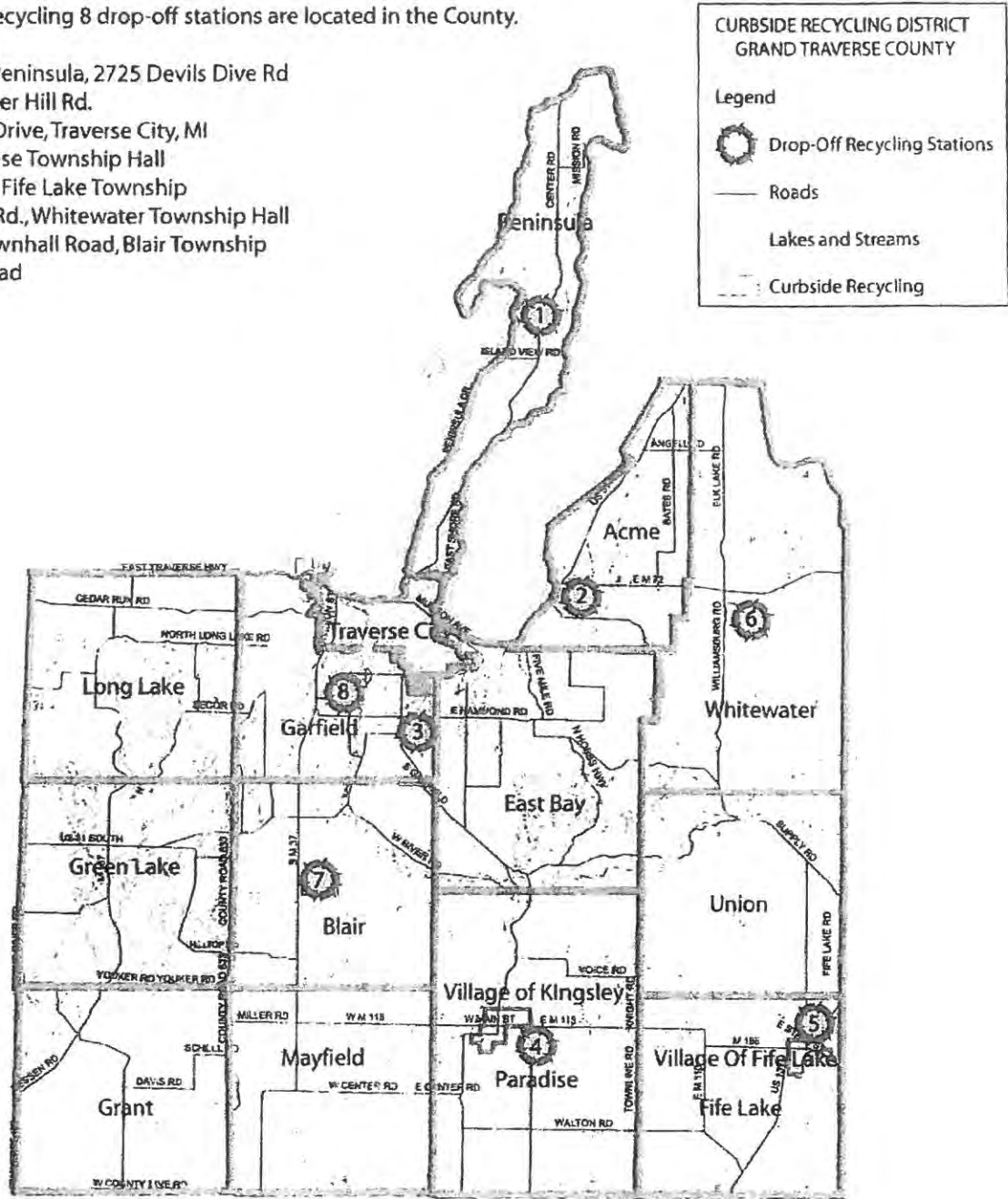
Note:

If you live on a private road, curbside recycling may not be provided by hauler.

Residents located in the curbside recycling district living in single family residential structures and multi-family residential structures with 4 or less units per building who subscribe to regular trash collection services are eligible for curbside recycling at no additional cost. Yard waste collection is available at an additional cost.

For additional recycling 8 drop-off stations are located in the County.

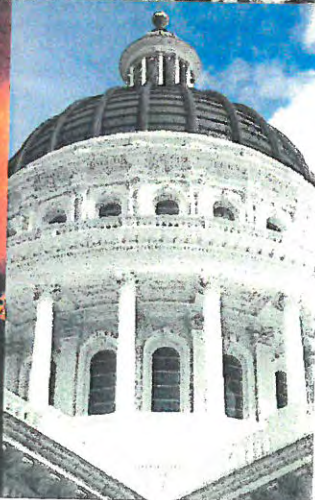
1. Old Mission Peninsula, 2725 Devils Dive Rd
2. US 31 & Bunker Hill Rd.
3. 280 Hughes Drive, Traverse City, MI
4. M-113, Paradise Township Hall
5. 606 Bates St., Fife Lake Township
6. 5777 Vinton Rd., Whitewater Township Hall
7. 3770 Blair Townhall Road, Blair Township
8. 2294 Cass Road



RecycleSmart
GRAND TRAVERSE COUNTY
WWW.RECYCLESMAART.INFO

ARE YOU READY?

AN ELECTED OFFICIAL'S GUIDE TO EMERGENCY MANAGEMENT





Emergency Management: A Vital Government Function

Emergency management is an essential government service. Its purpose is to apply resources and efforts to mitigate, prevent when possible, protect where feasible, and to respond and recover from all threats and hazards that impact the safety and security of the nation.

Emergencies and disasters can pose both short and long-term public policy challenges, including continuity of government, public health, economic development, the environment, agriculture, and technology. In addition to natural disasters, emergency management must deal with complex issues like climate adaptation, cybersecurity, countering terrorism, critical infrastructure interdependencies, infectious disease outbreaks, and school safety. While not necessarily the lead agency in every event, emergency management is responsible for coordinating the overall state response. Having an effective emergency management system in place can help minimize the potentially devastating impact from emergencies and disasters.

Government has the responsibility to ensure an effective response and recovery for any event that threatens the residents and communities of a state. The emergency management agency is responsible for:

- ▶ Identifying and assessing potential hazards;
- ▶ Developing emergency operations plans and procedures;
- ▶ Training personnel;
- ▶ Conducting drills and exercises to test plans;
- ▶ Providing situational awareness for informed decision making by leaders;
- ▶ Coordinating response efforts between all public and private entities;
- ▶ Providing critical information to the public;
- ▶ Facilitating mutual aid;
- ▶ Administering disaster assistance programs; and
- ▶ Providing overall coordination for disaster recovery.

▶ Phases of Emergency Management

1 Preparedness: Activities undertaken to **prepare for disasters and emergencies** and facilitate future response and recovery efforts. Includes writing emergency operations plans and procedures, training, exercises, evacuation planning, public education and warning.

2 Mitigation: Activities undertaken to **avoid, eliminate or reduce the probability of occurrence**, or to lessen the effects of an emergency/disaster. It involves actions to protect lives and property and to defend against attacks.

3 Response: Activities undertaken in the **immediate aftermath of a disaster** that help to reduce casualties and damage, and that expedite recovery. Response activities include warning, evacuation, rescue and other similar operations.

4 Recovery: **Reconstruction, repair and rebuilding activities** intended to restore a community. In addition to permanent repairs to bridges, roads and buildings, these activities include helping victims return to permanent housing, community redevelopment activities, and long-term redevelopment **planning**.

Leadership During Crisis: The Role of Elected Officials

Emergency management, from mitigation through long-term recovery, must be recognized and supported by all elected officials as a critical government service.

In turn, elected officials should hold emergency management agencies accountable and expect them to demonstrate capability that's been developed through the investment of public funds.

Elected officials must understand their emergency authorities and responsibilities, and practice them in conjunction with emergency management officials before a disaster occurs. They should know their state emergency management director and establish a strong relationship, request a briefing on state and local preparedness efforts, learn about emergency plans and procedures, and visit the emergency operations center and other critical facilities.

It is vital for government to be able to promptly and accurately inform the public about the seriousness of an event and provide assurance that leaders are fully informed and directing the response with every available resource. For public officials to be effective leaders during times of crisis, they must have a clear understanding of how government responds to emergencies and disasters, what resources are available, what types of assistance can be provided to citizens, and how much time it may take to deliver that assistance. They must be able to instill a sense of calm and temper expectations of what government can do to aid in the recovery. Public officials must deliver a coordinated message with emergency management so that citizens don't receive conflicting information.

They must be able to instill a sense of calm and temper expectations of what government can do to aid in the recovery.

Policymakers have a responsibility to reach decisions that keep their constituents and communities safe even when those decisions may be unpopular. Mitigation should be encouraged before the disaster occurs to strengthen and protect critical infrastructure, provide incentives for communities for the adoption and enforcement of effective building codes, and reward builders and homeowners who make responsible decisions to mitigate risk that can have positive impacts on the entire community.

**Emergency
Evacuation Plan
Emergency Prep
Take the plan**



Building a National Emergency Management System

Emergency preparedness is a shared responsibility among all levels of government. Adequate emergency management and response personnel, equipment, facilities, training and other resources are necessary at the local, state and federal level.

Strengthening the capabilities of local and state emergency management and the various response disciplines will help prevent the loss of life and property during disasters, deliver assistance to victims more quickly, and reduce costs.

The nation requires an emergency management **system** that recognizes the necessary integration of local, tribal, state, regional and federal organizations capable of creating a single management structure in response to disasters. Unity of effort is a prerequisite for effective disaster response. Intergovernmental relationships must be established and communications networks in place prior to events.



► Components of an effective emergency management system:

- Emergency management is recognized as a critical government service.
- Hazards and threats are identified and emergency operations plans are in place to address them; mitigation and prevention activities are encouraged and supported by public officials.
- Emergency management agencies are appropriately staffed, trained and resourced.
- Emergency operations centers are functional and used to coordinate disaster response; interoperable communications systems are in place; and information-sharing takes place between all response entities.
- Emergency warning and notification systems exist. Government has the ability to provide clear and timely information to the public during times of disaster.
- Mutual aid systems help facilitate the request or provision of supplemental disaster assistance when needed.
- The private sector, volunteer agencies and other key stakeholders are engaged with government in planning and preparedness activities and are effectively utilized during disaster response and recovery.
- Citizens understand their responsibility and take action to prepare for disasters and lessen their reliance on government.
- Communication and coordination takes place regularly between emergency management agencies at all levels of government.



EMAC is law in all 50 states, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands. This congressionally ratified agreement is an efficient and effective system for states to share resources with one another during Governor declared incidents. Resolved upfront are key issues such as tort liability and immunity, license reciprocity, workers' compensation, and reimbursement. Implemented through the state emergency management agencies, states are able to leverage the nation's premiere mutual aid system when they need assistance from each other. NEMA serves as the national administrator for EMAC. www.emacweb.org

Emergency Preparedness for Individuals

Elected officials should make sure the public, private sector and media understand the limitations of government in disasters and plan for emergencies in advance.

The increasing reliance on government to meet the most basic needs of people in the immediate aftermath of a disaster leads to unrealistic expectations and causes other vital response and recovery actions to be delayed.

Disaster assistance programs are available to help individuals, businesses, nonprofit organizations and governments recover following a disaster, but the programs are limited and many include loans that must be repaid or require a shared financial contribution. Sufficient government funding isn't available to fully restore what can be lost in a disaster. Therefore, it's important that people make good decisions about where they build their homes and locate their businesses, purchase adequate insurance, put emergency plans in place, and take actions to lessen the impact of disasters before they strike.

State and local emergency management agencies regularly promote individual and family preparedness through public information campaigns and other special events to raise awareness of the importance of emergency planning. Specific instructions on what to do during a disaster can be found on their web sites along with emergency plans, evacuation routes, and emergency shelter locations. Many states now provide information to the public in real-time through apps that can be downloaded onto smart phones or other electronic devices. Elected officials are encouraged to contact their emergency management agencies and lend support to public information campaigns taking place within their jurisdictions.

Private Sector Preparedness

Companies in the private sector have a responsibility to their employees and the communities they serve to be prepared for emergencies and disasters.

Elected officials can encourage key industries and companies to assess their own hazards and threats, develop plans and procedures to address them, and train and drill their employees on emergency protocols. In addition, many businesses that can reopen quickly following a disaster can also help provide basic services to communities such as bottled water, ice, food, and fuel. This allows government to focus on other vital services, such search and rescue operations, utilities restoration and infrastructure repair.

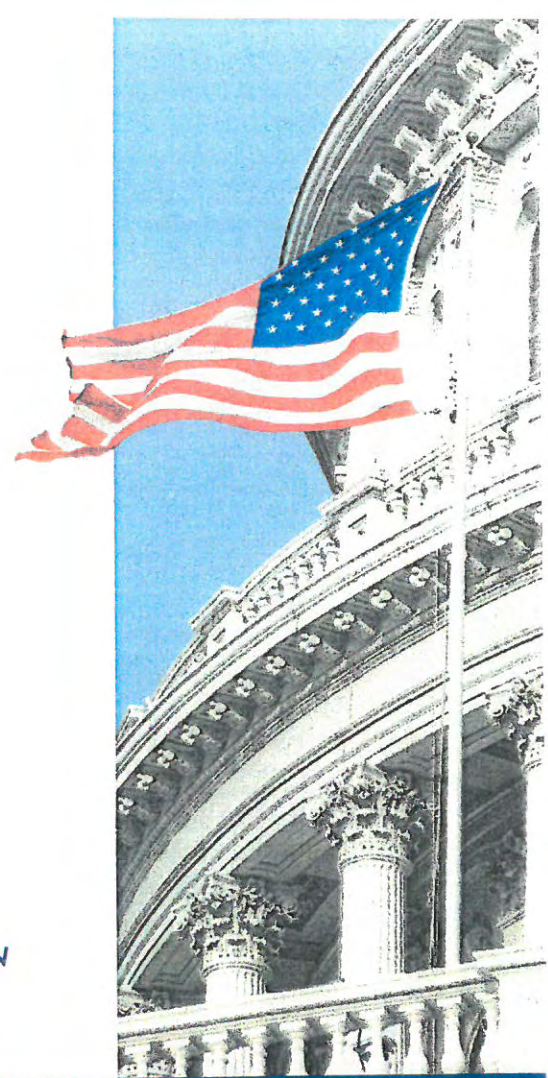
The private sector has vast resources beyond those of government and the systems in place to access and deliver equipment and other assistance more quickly. Most state and local governments have engaged in joint planning with the private sector and recognize them as important partners in an effective emergency management system. Public-private partnerships that allow each sector to utilize their skills and resources can help ensure a quicker recovery.

The private sector must be resilient and elected officials should encourage business leaders to be prepared. Business continuity is vital to a community's ability to recover after a disaster.



The message of individual preparedness and self-reliance is one that should be conveyed by elected officials before, during and after disasters.





NEMA is a nonprofit, nonpartisan organization and an affiliate of The Council of State Governments. Established in 1974, NEMA represents the emergency management directors in the 50 states, U.S. territories and District of Columbia.

HEADQUARTERS OFFICE

National Emergency Management Association
1776 Avenue of the States
Lexington, KY 40511
p: (859) 244-8162

WASHINGTON, D.C. OFFICE

444 North Capitol St., NW
Suite 401, Hall of the States Bldg.
Washington, DC 20001
p: (202) 624-5459

WWW.NEMAWEB.ORG



© Copyright 2016 National Emergency Management Association
ALL RIGHTS RESERVED