

BOARD OF COMMISSIONERS MEETING

William J. Bunek, Chairman

NOTICE OF MEETING

The Executive Board Session of the Leelanau County Board of Commissioners will be held on Tuesday, December 8, 2020, at 9:00 a.m. Due to COVID-19, this session will be held virtually via Zoom, and in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan; Maximum Occupancy Limited to 10 persons

A live streaming of this meeting will be available for viewing via the following link –
https://www.youtube.com/channel/UCNQTglgcTedF2qB8floC1GQ?view_as=subscriber

If you would like to provide comment during the meeting, please watch the livestreamed video, and call in during one of the two public comment portions on the agenda, to **231-256-8109**. There will be no queue, and calls will be taken in the order they are received. Emailed comments are also welcomed prior to the meeting, and can be addressed to clerk@leelanau.gov

(Please silence any unnecessary cellular/electronic devices)

(Proceedings of the meeting are being recorded and are not the official record of the meeting; the formally approved/accepted written copy of the minutes will be the official record of the meeting.)

TENTATIVE AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE

ROLL CALL

COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:

PAGE #

- Administrator Update
- Planning/Community Development Updates (Including All Affected Boards), *under separate cover*.

APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS

PUBLIC COMMENT

ACTION ITEMS

- | | |
|--|---------|
| 1. Grand Traverse Band of Ottawa and Chippewa Indians Request. | 2-32 |
| 2. 2021 Blue Cross/Blue Shield Contract Renewal, <i>under separate cover</i> . | |
| 3. County Staffing Requests – | |
| a. Sheriff’s Office: | 33-34 |
| i. Hire One (1) Full-time Law Enforcement Deputy (due to resignation), Effective Immediately. | |
| ii. Promote Law Enforcement Lieutenant to Undersheriff, Effective February 13, 2021. | |
| iii. Promote One (1) Law Enforcement Sergeant to Lieutenant. | |
| iv. Promote One (1) Law Enforcement Deputy to Sergeant. | |
| v. Hire One (1) Full-Time Law Enforcement Deputy. | |
| b. Register of Deeds: | |
| i. Hire One (1) Full-time Chief Deputy Register of Deeds, Effective January 1, 2021. | 35-38 |
| a. Hourly Rate Adjustment Request. | 39-41 |
| ii. Hire One (1) Full-time Deputy Register of Deeds, Effective January 1, 2021. | 42-45 |
| c. Building Safety Personnel Update: | 46 |
| i. Hire One (1) Full-Time Building Official. | |
| ii. Hire One (1) Full-Time Electrical Inspector, Effective February 8, 2021. | |
| 4. Sheriff’s Book Purchase Clarification/Concern, <i>Commissioner Rentenbach</i> . | |
| 5. Monumentation/Remonumentation – Acceptance of 2021 Grant. | 47-59 |
| 6. Information Technology – | |
| a. KnowB4 Subscription Renewal. | 60-62 |
| b. DLT Rapid Recovery Maintenance Renewal. | 63-65 |
| c. Subscription to SafetyNet “NetWatcher” Network Monitoring System. | 66-71 |
| 7. Leland Dam Authority – Dam Gate Assembly Recommendation. | 72-76 |
| 8. Emergency Management – Closed Point-Of-Dispensing Agreement (COVID-19). | 77-81 |
| 9. Parks and Recreation Commission – Yellowstone Groomer Update. | |
| 10. Anti-Bias Processing, <i>no handout</i> . | |
| 11. Potential Septic Ordinance. | 82-94 |
| 12. Retired Patrol Vehicle Auction Bid Awards Update. | |
| 13. Boards and Commissions Recommendations, <i>under separate cover</i> . | |
| 14. County Clerk – | |
| a. Motor Pool Fund, Request to Revise Vehicle Mileage Charges. | 95 |
| b. Secondary Road Patrol Grant, Approval of Supplemental Funding. | 96-98 |
| 15. Administration – | |
| a. Letter of Understanding, FOPLC-Dispatchers Unit. | 99-100 |
| b. Renewal of 2021 Master Copier Agreements with Netlink Business Solutions, <i>under separate cover</i> . | |
| c. Airport Governance Update. | 101-108 |

REVIEW OF FINANCIALS

SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES

PUBLIC COMMENT

COMMISSIONER COMMENTS

APPROVAL OF FINANCIALS

- Amendments & Transfers
- Miscellaneous Fund Transfers and Amendments
- Claims and Accounts
- Post Audit

ADJOURNMENT

**THE GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS’
TAKINGS CLAIMS FOR THE LOSS OF ITS 1855 TREATY LANDS
AND
THE NEED FOR A CONGRESSIONAL REFERENCE BILL**

Prepared by Kanji & Katzen, PLLC

I. INTRODUCTION

The Grand Traverse Band of Ottawa and Chippewa Indians (“GTB” or the “Band”) seeks its day in court to bring claims against the United States for the loss of reservation lands that were solemnly guaranteed by an 1855 treaty, but later taken by the United States without *any* compensation. The deprivation of land originated in the fraud and gross mismanagement so characteristic of executive branch officials in the Gilded Age, and was then blessed by Congress, which twice enacted statutes to retroactively affirm the otherwise illegal land transactions.

The Band’s claims are based on the Fifth Amendment to the United States Constitution, which prohibits the federal government from taking property rights without just compensation. The Band does not seek the return of any lands or to “cloud” the titles of current landowners. The Band seeks only monetary compensation from the United States for the gross wrongdoing by which federal actors stripped the Band of what had been promised as its permanent home and then adopted laws that sanctioned the taking.

The Band seeks Congress’s help not in adjudicating its claims, but in simply providing the Band what it has never had for these claims: *its day in court*. In 2013, Congressman Benishek introduced a “resolution of reference” (H. Res. 335) that, if passed by the House, would have allowed the United States Court of Federal Claims to hear the claims. No progress was made on that resolution in the 113th Congress. On July 27, 2015, Congressman Benishek introduced a revised resolution (H. Res. 381), *see Attachment 1*, which was referred to the Judiciary Committee where no action has been taken to date. Given that Mr. Benishek has announced his retirement at the end of 2016, the Band seeks to have other Members join with him in asking the House to move forward and approve H. Res. 381 in the coming weeks.

This Memorandum provides a summary overview of the Band’s claim (Part II), a detailed description of the relevant historical facts and law (Part III), and a summary of the reasons why a congressional reference bill is appropriate (Part IV). A series of maps depicting the dispossession of GTB’s Reservation is included as **Attachment 2**.

II. SUMMARY OVERVIEW

- The Band seeks a Congressional Reference bill that would permit it to litigate an 1855 treaty claim against the United States in the United States Court of Federal Claims. The Band’s claim is based on the Takings Clause of the Fifth Amendment and seeks *only* monetary

compensation from the federal government for lands promised it through treaty and then taken without redress.

- Through a series of treaties in the 19th century, the Band and several neighboring tribes ceded to the United States approximately one-third of the land that today constitutes the State of Michigan. In return, GTB was guaranteed an 87,000-acre reservation near Grand Traverse Bay in the western Lower Peninsula of Michigan.
- That Reservation was established by the 1855 Treaty of Detroit. In less than a generation, the Reservation had been appropriated by non-Indians, parcel by parcel, through acts of fraud, violence and simple theft. That appropriation stemmed from the dereliction of duty and the often direct complicity of the very federal officials assigned to protect the GTB Reservation. Those officials acted under the watchful eye of members of Michigan's congressional delegation who worked to open the Reservation to non-Indians for their own political benefit and the financial advancement of their political allies.
- As late as 1872, the United States still had an opportunity to preserve the GTB Reservation. That the Reservation had been overrun by non-Indian interests in violation of the 1855 Treaty was openly acknowledged by federal officials, some of whom urged that a great injustice was being done to GTB. Yet the United States did not remove the unlawful claimants from the GTB Reservation. Instead, in 1872, in response to public demand, the Department of the Interior improperly terminated the federal recognition of GTB and facilitated Congress's enactment of legislation that ratified the unlawful claims on the Reservation.
- As a result, the Band experienced a century of landless poverty and political and cultural near-annihilation. Against enormous odds and with great struggle, GTB survived as a tribe. In 1980, GTB became the first tribe restored to federal recognition under the federal acknowledgement process. Yet GTB was never compensated for the government's taking of what should have been, had the Treaty of 1855 been honored, one of the great contiguous Indian reservations in the Midwest.
- The historical record of these events has now been assembled in great detail by MacArthur Fellow and Pulitzer Prize-finalist Professor Richard White of Stanford University. That record vividly demonstrates how the federal government sanctioned the worst forms of human avarice in stripping GTB of the Reservation it had solemnly been promised only a few years prior.

III. HISTORICAL BACKGROUND

The Treaty of 1836

- In 1836, GTB and several neighboring tribes entered the Treaty of Washington (7 Stat. 491), the last in a series of treaties by which the Indians of the Michigan Territory ceded to the United States nearly the entirety of what is now the State of Michigan. The 1836 cession freed approximately 13 million acres of land for non-Indian settlement and paved the way for Michigan's assumption of statehood in 1837.

- The 1836 Treaty promised GTB a small reservation in exchange for its part of the massive cession. That promise was not fulfilled. In litigation involving fishing rights, the federal courts found that the Indians “were deprived of their rights under the 1836 treaty [They] were cheated out of their land.” *United States v. Michigan*, 471 F. Supp. 192, 207, 226 (W.D. Mich. 1979), *aff’d*, 653 F.2d 277 (6th Cir. 1981).
- By the 1840s, GTB remained landless and faced the constant threat of forced removal from Michigan. By the 1850s, federal policy had shifted against removal, and GTB and other tribes sought a new treaty to give them “permanent homes” in Michigan.

The Treaty of 1855

- On July 31, 1855, the United States and the signatory bands to the Treaty of 1836 entered into the Treaty of Detroit (“Treaty of 1855”) (11 Stat. 621). A principal purpose of the Treaty of 1855 was to provide the bands with “permanent reservations . . . in exchange for releasing the United States from its unfulfilled . . . obligations” under the Treaty of 1836. *United States v. Michigan*, 471 F. Supp. at 207.
- Article I of the Treaty established permanent reservations for each of the signatory bands, including an 87,000-acre Reservation for GTB centered on the Leelanau Peninsula on the west side of Grand Traverse Bay.
- The Treaty promised that each eligible Band member would be allowed, for a period of five years beginning July 1, 1856, to select within the Band’s Reservation an allotment of up to 80 acres to be held in trust for ten years – which meant the lands could not be sold – after which a patent would issue.
- The Treaty promised that after the initial five-year allotment period, “Indians only” could purchase additional lands within the Reservation for an additional five years, after which any remaining lands could be sold to the public. Thus, the Band’s members were to have ten years during which to secure their Reservation undisturbed by non-Indian claims or entry.
- In his November 26, 1855, Annual Report to the Secretary of the Interior, Commissioner of Indian Affairs George Manypenny, who had negotiated and signed the Treaty of 1855 on behalf of the United States, stated that under the Treaty:

Such guards and restrictions are thrown around their lands . . . as cannot fail, if faithfully regarded and respected, to place them in comfortable and independent circumstances. . . . [I]t should be understood . . . that those Indians who have had reservations set apart . . . are not to be interfered with in the peaceable possession and undisturbed enjoyment of their land; that no trespasses will be permitted upon their territory or their rights; that the assurances and guarantees of their treaty grants are as sacred and binding as the covenants in the settler’s patent; and that the government will not only discountenance all attempts to trespass on their lands and oust them from their homes, but in all cases where necessary will exert its strong arm to vindicate its faith with, and sustain them, their rights. . . . [L]et it

be understood that the Indian's home is settled, fixed and permanent[;] that the tribes are to be protected and remain undisturbed within the limits of their reservation, and that this policy will be inflexibly adhered to by the government.

Delays in the Allotment Process

- The United States utterly failed to keep the promises set forth in the 1855 Treaty. As the federal courts outlined in the treaty fishing rights case: “The [allotment] procedure set forth in Article 1 . . . was rarely followed, and many Indians never received an allotment, notwithstanding the treaty provisions requiring the same. . . . These [1855] promises proved to be as ethereal to the Indians as the [1836] promises which they replaced.” *United States v. Michigan*, 471 F. Supp. at 243.
- The first key failure was the United States' delay in creating the lists of Indians entitled to allotments. By 1865 – nearly a decade after allotment lists were to have been completed and four years after the treaty deadline for issuing all of the allotments – the United States still had not completed accurate allotment lists.
- According to Professor White, “through a succession of Indian agents, the United States proved incapable of compiling an accurate list of allotments at Grand Traverse and elsewhere. And since providing the Indians with homes, the main goal of the treaty, depended on an accurate allotment list, the entire treaty process broke down.”¹
- The years of delay in the allotment process coincided with a period of rapidly intensifying efforts by settlers, land speculators and lumbering interests – aided by powerful political allies – to stake claim to the GTB Reservation.

Acquisition of GTB Reservation Lands by Land Speculators

- Land speculators were among the first to take advantage of the government's delays in securing the GTB Reservation. They did so through fraud and with the complicity of federal land office officials.
- In early 1864, though the allotment process had barely begun and conveyances of reservation land were allowed under the Treaty only for the benefit of Indians, federal officials at the Traverse City Land Office began selling parcels on the GTB Reservation to non-Indians under a scheme of fraud involving primarily two Indians recruited as “shills” for speculators. The money for the purchases was provided by the speculators or embezzled by federal officials from federal land office funds. The Indian shills purchased the lands with the money provided by those sources, then turned over the certificates of purchase – with the recipient's name left blank – to their non-Indian clients. According to Professor White,

¹ Statements of Professor White (and of the contemporaneous sources also quoted in this Memorandum) are drawn from his historical analysis of the taking of the GTB Reservation. Professor White continues to add detail to and refine his analysis.

“these purchases became a ritual that anyone hanging around the [Traverse City] land office could witness.”

- Missionary Andrew Porter contemporaneously described these sales, writing that “[t]he lands in this vicinity are all in market now in this way: the Gov. allows whites to buy through the agency of the Indians. . . . The land round Grand Traverse Bay . . . is being bought . . . with astonishing rapidity.”
- The speculators and their partners in the federal land office enjoyed the fervent support of federal and local politicians, most notably U.S. Senator Zachariah Chandler and U.S. Representative Thomas Ferry. Ferry owed his rapid ascent in Michigan politics, which culminated in his election to the U.S. Senate in 1871, in significant part to his efforts to open the 1855 reservations to non-Indian settlement. Ferry operated in close political alliance with the federal officials who directly orchestrated the fraudulent shill scheme. He took substantial actions to facilitate the scheme and protect those officials – who carried considerable clout within Michigan politics and were critical to his senatorial ambitions.
- In 1865, the Commissioner of Indian Affairs directed the General Land Office to investigate whether the shill transactions were lawful and in the meantime to suspend further such sales of land on the GTB Reservation.
- The General Land Office then ordered that, pending the investigation, no patents would issue for those lands. As discussed below, however, those lands were, at the urging of Thomas Ferry, soon patented to the non-Indians despite the United States’ acknowledgment of the illegality of the purchases.
- In total, the shill purchases ultimately delivered approximately 15,000 acres of the best lands on the GTB Reservation to non-Indian land speculators, rendering that land unavailable for allotment or purchase by GTB members.

Invasion of GTB Reservation by Unauthorized Settlers

- Land speculators were not alone in taking advantage of the United States’ failure to protect the GTB Reservation. Unauthorized settlers likewise sought GTB lands.
- As early as 1863, Indian agent Dewitt Leach warned the Commissioner of Indian Affairs with respect to the GTB Reservation that “[t]he soil is good. The white settlers, already numerous in the vicinity, are pressing upon its borders and longing to possess it.” According to Professor White, those settlers poured onto the reservation in waves in the late 1860s and early 1870s, with no legal warrant for doing so. The unauthorized settlers enjoyed the support of prominent politicians, including Representative Ferry and Senator Chandler, who espoused the legitimacy of their claims and their entitlement to patents.
- By the late 1860s, the unauthorized settlers and those who had purchased land through Indian shills, along with their political champions, were pressuring federal officials to issue patents for their claims.

- As the result of this pressure, Indian Agent James Long was instructed to promptly create a list of all persons entitled to patents within the GTB reservation. Thomas Ferry watched Agent Long closely to ensure that the “rights” of the settlers and speculators were protected. In 1870, Agent Long reported to the Commissioner of Indian Affairs that “[t]he completion of the list is going to be an exceedingly delicate . . . task. There are so many interests involved, that it requires extensive caution on my part, so that I will not do injustice to parties, who have legitimate claims. My proceedings and speeches . . . are watched with a feverish anxiety by the white citizens, and among them some of the very leading & ruling citizens of the State.”
- According to Agent Long, it was “the universal wish of the controlling influences in this state, that [the settlers’] claims may be respected by the government, and I have accordingly done so, knowing if I did not that political influences would accomplish it in the end[.]”

The Erroneous Administrative Termination of GTB’s Federal Recognition

- In 1871, Agent John Knox, who had succeeded James Long, reported to Commissioner of Indian Affairs Francis Walker that “it is almost the universal opinion of all classes of citizens of the State of Michigan that the sooner the reservations are disposed of . . . , the better it will be for the Indians[,] the Counties in which their lands are located, and the State at large.” He concluded that the opening of the 1855 reservations to public entry was consistent with the “general opinion and wish of the citizens of the state[.]”
- Commissioner Walker provided Agent Knox’s report to Secretary of Interior Columbus Delano and asked him to determine the “status of the Ottawa and Chippewa Indians and their rights under the Treaty of July 31, 1855.” Secretary Delano’s response would convey the GTB Reservation to non-Indians and consign GTB to a century of poverty and near-annihilation as a tribe. He declared that the Treaty of 1855 had been a tribal termination treaty and that in the spring of 1872, “tribal relations will be terminated.”
- The federal courts have held that Secretary Delano’s interpretation of the Treaty was flatly erroneous and resulted in the unlawful termination of GTB’s federal recognition. As the United States Court of Appeals for the Sixth Circuit has described it:

In 1872, then-Secretary of the Interior, Columbus Delano, improperly severed the government-to-government relationship between the Band and the United States, ceasing to treat the Band as a federally recognized tribe. This occurred because the Secretary had misread the 1855 Treaty of Detroit[.]

Grand Traverse Band v. U.S. Attorney for the Western District of Michigan, 369 F.3d 960, 961 (6th Cir. 2004); *see also id.* at 961 n.2 and 969.

- After erroneously “terminating” GTB and deeming the treaty itself expired, Secretary Delano, along with the Commissioners of the General Land Office and of Indian Affairs, crafted legislation that, once enacted by Congress in 1872, codified those errors into law and, within a generation, resulted in the wholesale dispossession of the land base that had been

promised to GTB as its permanent home by Commissioner Manypenny only seventeen years earlier. They did so with the active assistance of now-Senator Ferry, whose commitment to opening the 1855 reservations to public settlement had been the foundation of his successful 1871 bid for a seat in the U.S. Senate.

The Act of 1872

- On June 10, 1872, Congress passed *An Act for the Restoration to Market of certain Lands in Michigan* (17 Stat. 381) (“Act of 1872”). Thomas Ferry was the principal sponsor of the bill. In the Senate debate, Senator Ferry explained that “the Secretary of the Interior, the Commissioner of the General Land Office, and the Commissioner of Indian Affairs have united in recommending this bill, and it originated with them.”
- Section 1 of the Act provided that “all the lands [of the GTB Reservation] remaining undisposed of . . . shall be restored to market . . . as hereinafter provided.”
- Section 2 of the Act abrogated the allotment provisions of the Treaty of 1855. It provided that Indians would instead have to obtain, via difficult and conditional homestead procedures, the very lands they had been promised unconditionally by the Treaty.
- Section 3 of the Act ratified the unlawful entry upon the GTB Reservation by unauthorized settlers who had entered the Reservation prior to January 1, 1872.
- Section 4 of the Act ratified the unlawful shill purchases on the GTB Reservation. It directed that patents be issued on “all” lands purchased by Indians – *i.e.*, including by Indian shills.
- Section 4 of the Act also abrogated the ten-year trust requirement of the Treaty of 1855. It provided that all allotment selections made by Indians under the Treaty “shall be patented.”
- Section 5 of the Act provided that the Secretary of the Interior would open the remaining GTB Reservation lands for sale to the general public.
- Together, these provisions effected the wholesale dispossession of the GTB Reservation within a generation. That this would be the effect of the Act was readily apparent at the time.
- In August 1872, W.D. Foster, who had assumed Thomas Ferry’s seat in the U.S. House of Representatives when Ferry was elected to the U.S. Senate, wrote to Commissioner Walker objecting to the Act’s imposition of homesteading requirements on GTB members in place of the unconditional entitlement to lands promised by the Treaty of 1855:

These Indians have had their certificates, six or eight years and now instead of giving them a patent as ought to have been done long ago, we say you *cannot* have a patent but if you will do as we direct, pay twelve dollars, live on land *five* years more, travel 100 miles, more or less, to the land office with two witnesses, and then we will give you a patent. The Indian may well ask, what better is this promise than the first made under all the sanction and sacredness of a treaty.

- The promise, it turned out, was no better. In the first instance, when Band members sought to make homestead claims on the GTB Reservation, they found there was not enough land to do so. According to Indian Agent Richard Betts, as a result of the fraudulent shill purchases:

[There is] not sufficient land left to furnish one quarter of those holding these Homestead certificates to make their selections of lands good for anything; provided these fraudulent sales of land are not set aside.

- Instead of setting aside the fraudulent shill purchases, the Act ratified them through its Section 4. Accordingly, in August 1872, the United States issued patents to non-Indians on those claims. In doing so, the United States, as Professor White puts it, “tore giant holes from the center of the reservation. These lands, nearly 15,000 acres . . . [would] be delivered safely to whites, most of them speculators.”
- Unauthorized settlers also posed a significant impediment to Band members seeking to enter homesteads on the GTB Reservation under the Act of 1872. The presence of such settlers on the GTB Reservation violated the terms of the Treaty of 1855, but Section 3 of the Act ratified the unlawful claims and gave the settlers six months to prove their claims.
- Section 3 of the Act not only retroactively ratified the claims of existing unauthorized settlers on GTB Reservation lands, but also effectively encouraged hordes of new such settlers onto the reservation to file claims before the six-month deadline – claims that were by definition unlawful as they could not possibly have been made prior to January 1, 1872.
- Unauthorized settlers continued to pour on to the Reservation even after the six-month deadline, and in legislation again sponsored by Senator Ferry, Congress amended the Act of 1872 in 1875 to retroactively ratify these claims as well.
- All told, unauthorized settler claims ratified by the Act of 1872 and its 1875 amendment amounted to at least 10,000 acres of land and quite possibly considerably more (the exact amount is the subject of ongoing investigation). As with the ratification of the shill purchases, this treaty-promised land was taken from the Band without any compensation.
- The few GTB Indians who managed to make homestead selections faced additional obstacles in perfecting their claims. The Indians’ seasonal travels – *e.g.*, for hunting and fishing – made them particularly vulnerable to false claims that they had abandoned their homesteads. Those making the false claims most often did so in the employ of speculators. As Professor White puts it, “[t]he persistence of the old seasonal rounds gave speculators a pretext to advertise Indian homesteads as abandoned. . . . These speculators worked in conjunction with federal Land Office officials to take the homestead for themselves or for others.”
- The false abandonment claims took place in local courts without the presence of the Indian whose homestead claim was being challenged because the speculators, court personnel and federal land officials conspired to ensure that the Indian would not receive notice of the proceeding until after it was concluded.

- Federal Indian Agent George Lee summarized the course of events sanctioned by the Acts of 1872 and 1875 in simple, stark terms: “[T]hese people . . . have been driven from their homes.” He described the fraudulent dispossession of the Indians on the GTB and other 1855 reservations as “robbery & cruelty in the extreme” and noted the acquiescence of other federal officials: “They declare themselves powerless to stop the steady stream of unfairness and fraud so apparent to others[.]”
- According to Professor White, approximately “500 Indians could have filed homesteads” on the GTB Reservation under the Act of 1872. Instead, “[v]irtually none of the Indians eligible for homesteads at Grand Traverse actually received homesteads.” Of the 231 homestead entries on the GTB Reservation successfully patented, only seven were issued to GTB members.

The Curtailment of the Treaty Trust Period and the Issuance of Premature Patents

- Despite the array of obstacles to GTB members’ selection of allotments under the original Treaty provisions, a number of members had received certificates for land selections prior to the Act of 1872. Section 4 of the Act mandated the issuance of unrestricted (fully alienable) patents to these members. In doing so, it abrogated the Treaty provision that such allotments be held in trust for ten years (and hence not be subject to sale, taxation or foreclosure) by the United States prior to the issuance of a patent.
- Pursuant to Section 4 of the 1872 Act, 253 GTB members received unrestricted patents on June 26, 1872. On that date, none of them had held their allotment certificates for the ten-year trust period mandated by the Treaty of 1855.
- The reason for the ten-year trust period was self-evident – to ensure government protection of the GTB landholdings against the efforts of those who would seek to deprive GTB members of their land before they were fully capable of protecting themselves. The elimination of this trust period by the Act of 1872 led to consequences as shameful and destructive as they were predictable.
- Within just a few years, a majority of the 253 GTB patented allotments were owned by non-Indians. That this result came about by the very means that the trust period was meant to guard against is amply confirmed by contemporaneous reports.
- In 1876, Indian Agent Lee wrote to Commissioner of Indian Affairs John Q. Smith that “very many of the Indians . . . particularly among the Ottawas and Chippewas in the vicinity of [Grand] Traverse Bay are being swindled by White men who have got their land, and now the Indians are near starvation[.]” Agent Lee reported that:

[T]he mode of procedure is various. . . . [W]hite men . . . loan him a trifling sum, and get a mortgage and then foreclose or threaten to, and the frightened Indian will deed him the land for a trifling additional sum.

- County land records show non-Indians acquiring patented Indian lands on the GTB reservation for as little as *pennies* per acre. According to Agent Lee, the Indians with unrestricted patented lands had “been followed by an unprincipled set of creatures called men, who have literally robbed them, as they have obtained a large portion of their lands for a mere bagatelle.” Agent Lee firmly declared that had the lands remained in trust, “the Indians would have been in a hundred percent better circumstances than they are now.”

The Consequences of the Act of 1872

- Federal Indian Agent Brooks reported to the Commissioner of Indian Affairs in 1878 that, since the 1855 reservations were opened to non-Indians by the Act of 1872:

The major part of the lands in these reservations have been disposed of to whites, who are in the majority in the reservations at large. . . . [The Indians] are . . . considered as an obstacle in the way of the permanent and desirable development [and] every possible means is resorted to dispossess them of their lands. In extreme poverty [and having] no property except their lands, knowing little of absolute values, without business knowledge or experience, . . . under the pressure of an immediate necessity for food, which presents itself every winter, they are convenient subjects of a class of sharks existing in every community. . . . [They are] unable to defend themselves [due to] their ignorance of our language, of the laws affecting their own rights, and of ordinary business principles. . . . [V]ery little sympathy for them exists in the communities. Many are open and avowed opponents of the Indians. . . . The desire and determination of this class is to dispossess the Indians of their lands and secure settlers of their own race on the same, and this by reason of the poverty and ignorance of the Indians they will be able in a large degree to accomplish in a few years.

- Federal Indian Agent Lee likewise reported in 1879 that the GTB and other 1855 reservations were “fast passing from their possession, by the negligent policy” of issuing unrestricted patents “and the mistake of opening their reservations to homestead settlement by white settlers.”
- Agent Lee reported that Indians were being “bull dozed” from their lands with threats of violence and the actual destruction of their homes, orchards and gardens. By 1880, reports of such “bull dozing” were increasing. However, the federal government did nothing to protect GTB or to vindicate its promise of a permanent homeland. According to Professor White, the reports “only became matters of further investigation and reports. . . . [T]he agents increasingly only reported and forwarded the cases of fraud and dispossession that came to them through the complaints of Indians. The government did not even attempt to stop them.”
- In 1889, Congress shut down the Lower Peninsula operation of the Michigan Agency. The outgoing agent sold the furniture – which dated to 1815 – and bolted its doors. The government, in other words, had washed its hands of GTB and the other Lower Peninsula bands signatory to the 1855 Treaty – bands that had in good faith traded much of the territory

of Michigan for the solemn promise of small but “permanent” homelands. By 1900, more than 99% of GTB’s promised 87,000-acre homeland had passed into non-Indian hands.

- The uncompensated taking of the GTB reservation and the unlawful termination of GTB’s federal recognition delivered GTB to a century of landless poverty and political and cultural near-annihilation. Against all odds, GTB survived as a tribe. In the 1930s, GTB attempted to regain federal recognition under the Indian Reorganization Act but was rebuffed because it was landless and because federal officials erroneously concluded that GTB had been lawfully terminated. Additional decades of poverty and social disintegration ensued.
- By the 1970s, a century after the Act of 1872, those GTB members who remained in the area lived in horrific conditions. Many clung to existence as squatters, living in tents fashioned from discarded plastic tarps on a small plot of vacant land in the very heart of the reservation that had been promised to their forbears. And still they struggled for recognition. In 1980, GTB became the first Indian tribe in the United States to be administratively restored to federal recognition under the federal acknowledgment process. In 1983, the Secretary of the Interior took into trust for GTB a 12.5-acre parcel within the original 1855 Reservation.
- Since then, GTB has sought to reassemble, fragment by fragment and at its own expense, a small remnant of its shattered land base. It has never been justly compensated for the taking of its 1855 Reservation. GTB seeks such compensation now to continue to build its land base and redeem in some small measure the promises of the 1855 Treaty.

IV. THE JUSTIFICATION FOR A CONGRESSIONAL REFERENCE BILL

- A Congressional Reference bill would allow GTB to have its day in court to seek redress for the dispossession of its Reservation. Without such a bill, GTB would likely face legal obstacles in the form of the statute of limitations and other provisions of the Indian Claims Commission Act of 1946 (“ICCA”), 60 Stat. 1052, obstacles that if allowed to stand would only compound the injustice already visited upon the Band by the United States.
- The ICCA established the Indian Claims Commission (“ICC”) and empowered it to adjudicate all claims against the United States of “any Indian tribe, band, or other identifiable group of Indians.” ICCA § 10.
- The ICCA waived the United States’ sovereign immunity and removed time bars to claims against the United States arising before August 13, 1946. GTB’s takings claims arose before that date. However, the United States would almost certainly raise section 12 of the ICCA as a defense to a direct action in federal court in the absence of a congressional reference.
- Section 12 of the ICCA provided a five-year limitations period. Any Indian claim against the United States existing before August 13, 1946, and not filed with the ICC by August 13, 1951, could not “thereafter be submitted to any court or administrative agency[.]” ICCA § 12. The United States would likely assert Section 12 as a defense to a GTB takings case because GTB did not bring its 1855 Treaty takings claims before the ICC prior to August 13, 1951.

- However, the Congressional Reference statute authorizes the Court of Federal Claims “to determine the facts . . . bearing upon the question *whether the bar of any statute of limitation should be removed, or facts claimed to excuse the claimant for not having resorted to any established legal remedy.*” 28 U.S.C. § 2509(c) (emphasis added).
- GTB has compelling arguments as to why the ICCA statute of limitations should be lifted. These arguments stem from the failure of the United States to comply with the ICCA’s written notice requirements and from the debilitating effects on GTB of the United States’ unlawful termination of GTB’s federal recognition between 1872 and 1980. A congressional reference would allow GTB to present these arguments to the Court of Federal Claims.

The ICCA Written Notice Requirement

- Section 13(a) of the ICCA required the United States to provide “written explanation of the provisions of this Act to the recognized head of each Indian tribe and band, and to any other identifiable groups of American Indians[.]”
- The United States Court of Federal Claims has held that the United States’ failure to strictly comply with this written notice requirement constitutes good cause under the Congressional Reference statute to excuse a tribe from the ICCA statute of limitations. *See Alabama-Coushatta Tribe of Texas v. United States*, 28 Fed. Cl. 95, 116-19 (Fed. Cl. 1993) (*aff’d in relevant part* by 2000 WL 1013532 (Fed. Cl. 2000)) (where “it is unlikely that the government complied with the statutory notice provision . . . the statute of limitations should not bar the tribe’s claim.”).
- Professor White has confirmed that, as with the Alabama-Coushatta Tribe, the United States did not provide GTB with notice of the ICCA’s provisions, including its right to bring claims against the United States and the time bar that would result if it did not do so. Federal officials concluded that as a terminated tribe GTB did not qualify to bring claims under the Act and thus was not entitled to the written explanation mandated by it. In this way, they further compounded harms inflicted by Secretary Delano’s illegal actions.
- Accordingly, GTB has a compelling argument that it should be excused from the five-year limitations period of section 12 of the ICCA.

The Effects of the United States’ Unlawful Termination of GTB

- The Court of Federal Claims has held in a congressional reference action that “the disastrous consequences of termination” on a tribe’s financial, social and political cohesion constitute good cause to excuse a tribe’s failure to timely file claims against the United States. *Menominee Tribe of Wisconsin v. United States*, 39 Fed. Cl. 441, 464-65, 469 (Fed. Cl. 1997). There, the court found that a tribe’s failure to timely file claims was “the Government’s own fault. It was a direct result of the decision to terminate the Tribe. . . . Under those circumstances, it would nullify the good-cause standard to invoke the statute of limitations in a congressional reference to block what might otherwise be legitimate claims [against] the Government[.]” *Id.* at 468-71.

- Federal courts have expressly recognized that GTB’s competence and capacity to function as a tribe were compromised for the entire century after Secretary Delano unlawfully terminated its federal recognition in 1872. *See, e.g., Grand Traverse Band*, 369 F.3d at 961-62 & n.2. And Professor White has documented that the effects of GTB’s unlawful termination were disastrous to GTB’s ability to function as an effective government in the period before, during and after the 1946-1951 window for filing claims under the ICCA.
- It would be manifestly unjust for the United States to argue that GTB should not have its day in court with respect to claims that it previously lacked the capacity to bring when that lack of capacity stemmed from the very actions of the United States in improperly terminating GTB and stripping it of its land base.

V. CONCLUSION

- In light of the foregoing, it is instructive to revisit the words of Commissioner of Indian Affairs George Manypenny, who negotiated the 1855 Treaty on behalf of the United States:

[I]t should be understood . . . that . . . no trespasses will be permitted upon their territory or their rights; that the assurances and guarantees of their treaty grants are as sacred and binding as the covenants in the settler’s patent; and that the government will not only discountenance all attempts to trespass on their lands and oust them from their homes, but in all cases where necessary will exert its strong arm to vindicate its faith with, and sustain them, their rights. . . . and that this policy will be inflexibly adhered to by the government.

- Unfortunately, the policy of solemn adherence to treaty promises advocated by Commissioner Manypenny was not followed by the federal government. Instead, it was supplanted almost immediately by a practice of flagrant repudiation of those very promises, a practice ultimately codified into law by the Act of 1872.
- The actions of the United States set forth above constituted a taking of the Band’s treaty-guaranteed reservation. Instead of receiving the benefits of the “permanent home” intended by the Treaty, GTB spent the better part of a century landless and poor, at the edge of political and cultural extinction. At a minimum, GTB is entitled to its day in court to establish that just compensation is due for the taking of its treaty-promised land. A Congressional Reference bill would allow that to happen.

ATTACHMENT 1

H. Res. 381

and

H. R. 3133

1 ans of Michigan and its individual members,” now pending
 2 in the House of Representatives, is referred to the chief
 3 judge of the United States Court of Federal Claims for
 4 a determination as to whether the Band, on behalf of itself
 5 and of its individual members, has legal or equitable
 6 claims for just compensation against the United States for
 7 land-related takings occurring during the period between
 8 1855 and 1900 within the areas reserved for the Band
 9 and its members by Article 1 of the July 31, 1855, Treaty
 10 with the Ottawa and Chippewa, 11 Stat. 621.

11 PROCEEDING AND REPORT

12 SEC. 2. Upon receipt of the bill, the chief judge shall,
 13 notwithstanding the bar of any statute of limitations—

14 (1) proceed according to the provisions of sec-
 15 tions 1492 and 2509 of title 28, United States Code;
 16 and

17 (2) report back to the House of Representa-
 18 tives, at the earliest practicable date, providing find-
 19 ings of fact and conclusions of law that are suffi-
 20 cient to inform the Congress of—

21 (A) the nature, extent, and character of
 22 the legal or equitable claims of the Grand Tra-
 23 verse Band of Ottawa and Chippewa Indians of
 24 Michigan, on behalf of itself and of its indi-
 25 vidual members, for just compensation against
 26 the United States for land-related takings with-

1 in the areas reserved for the Band and its
2 members by Article 1 of the July 31, 1855,
3 Treaty with the Ottawa and Chippewa, 11 Stat.
4 621;

5 (B) whether the Band has good cause for
6 not having filed said claims with the Indian
7 Claims Commission within the August 13,
8 1946, to August 13, 1951, limitations period
9 established by the Indian Claims Commission
10 Act of 1946, and accordingly has good cause to
11 be excused from that limitations period;

12 (C) whether any other statute of limita-
13 tions bar is applicable to the Band's claims; and
14 if so, whether the Band has good cause to be
15 excused from the operation of any such bar;

16 (D) whether the doctrine of laches is appli-
17 cable to the Band's claims; and if so, whether
18 the Band has good cause to be excused from
19 the operation of that doctrine; and

20 (E) the amount of just compensation, if
21 any, legally or equitably due from the United
22 States to the Band, on behalf of itself and of
23 its individual members.

○

114TH CONGRESS
1ST SESSION

H. R. 3133

Relating to certain Indian land-related takings claims of the Grand Traverse Band of Ottawa and Chippewa Indians of Michigan and its individual members.

IN THE HOUSE OF REPRESENTATIVES

JULY 21, 2015

Mr. BENISHEK introduced the following bill; which was referred to the
Committee on Natural Resources

A BILL

Relating to certain Indian land-related takings claims of the
Grand Traverse Band of Ottawa and Chippewa Indians
of Michigan and its individual members.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. CONGRESSIONAL REFERENCE AND REPORT.**

4 Pursuant to the findings and conclusions contained
5 in the Report issued by the chief judge of the U.S. Court
6 of Federal Claims, the Secretary of the Treasury shall
7 pay, out of money not otherwise appropriated, to the
8 Grand Traverse Band of Ottawa and Chippewa Indians

2

1 of Michigan for the benefit of itself and its members, the
2 sum of \$_____.

○

ATTACHMENT 2

Maps of the Dispossession of the GTB Reservation

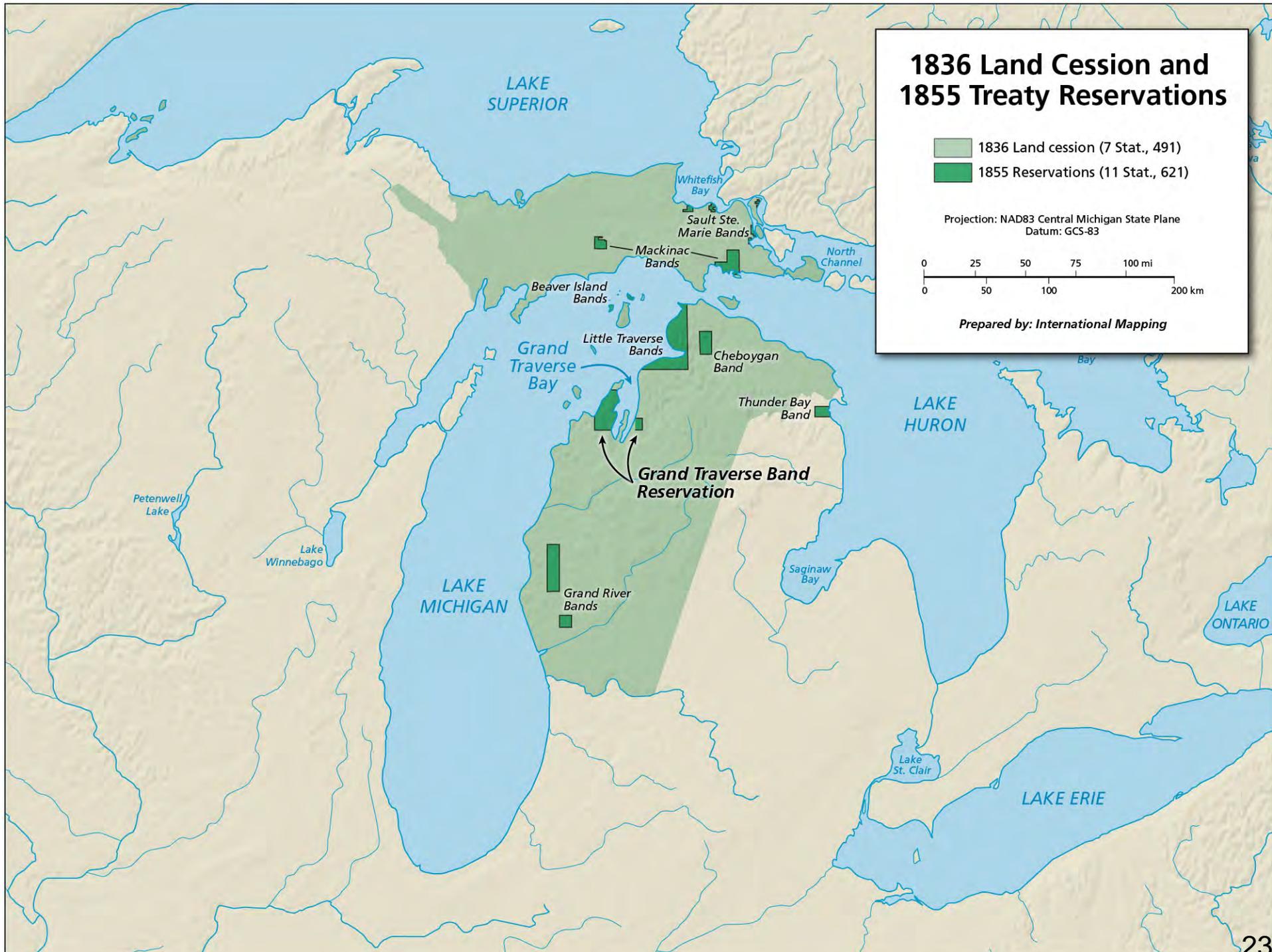


Grand Traverse Bay Region

Projection: NAD83 Central Michigan State Plane
Datum: GCS-83

0 25 50 75 100 mi
0 50 100 200 km

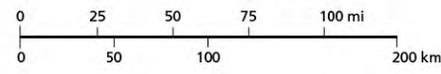
Prepared by: International Mapping



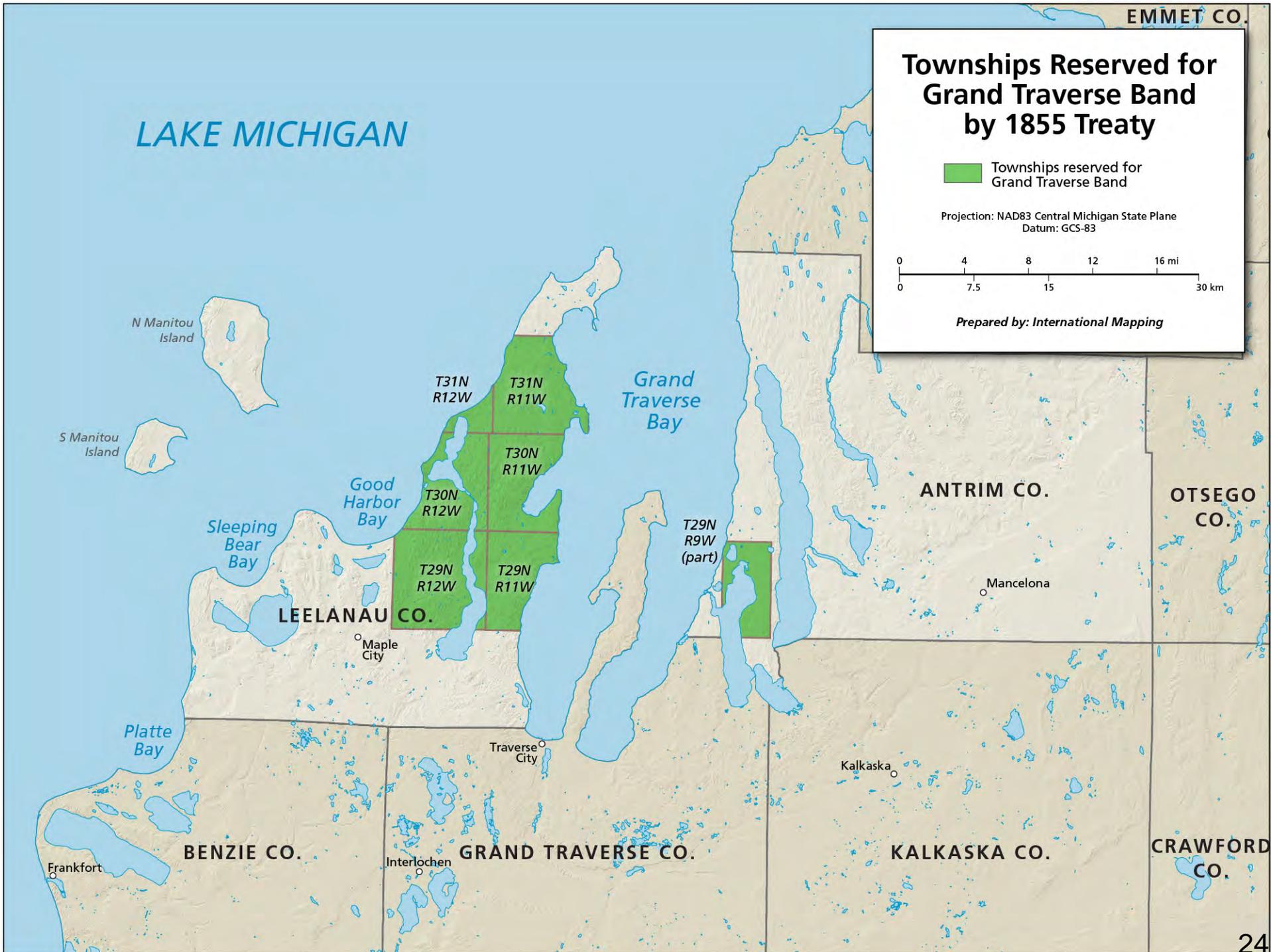
1836 Land Cession and 1855 Treaty Reservations

- 1836 Land cession (7 Stat., 491)
- 1855 Reservations (11 Stat., 621)

Projection: NAD83 Central Michigan State Plane
Datum: GCS-83



Prepared by: International Mapping



Townships Reserved for Grand Traverse Band by 1855 Treaty

Townships reserved for Grand Traverse Band

Projection: NAD83 Central Michigan State Plane
Datum: GCS-83



Prepared by: International Mapping

LAKE MICHIGAN

Grand Traverse Bay

LEELANAU CO.

T31N R12W
T31N R11W
T30N R11W
T30N R12W
T29N R12W
T29N R11W

T29N R9W (part)

ANTRIM CO.

OTSEGO CO.

Platte Bay

Sleeping Bear Bay

Good Harbor Bay

N Manitou Island

S Manitou Island

BENZIE CO.

GRAND TRAVERSE CO.

KALKASKA CO.

CRAWFORD CO.

Frankfort

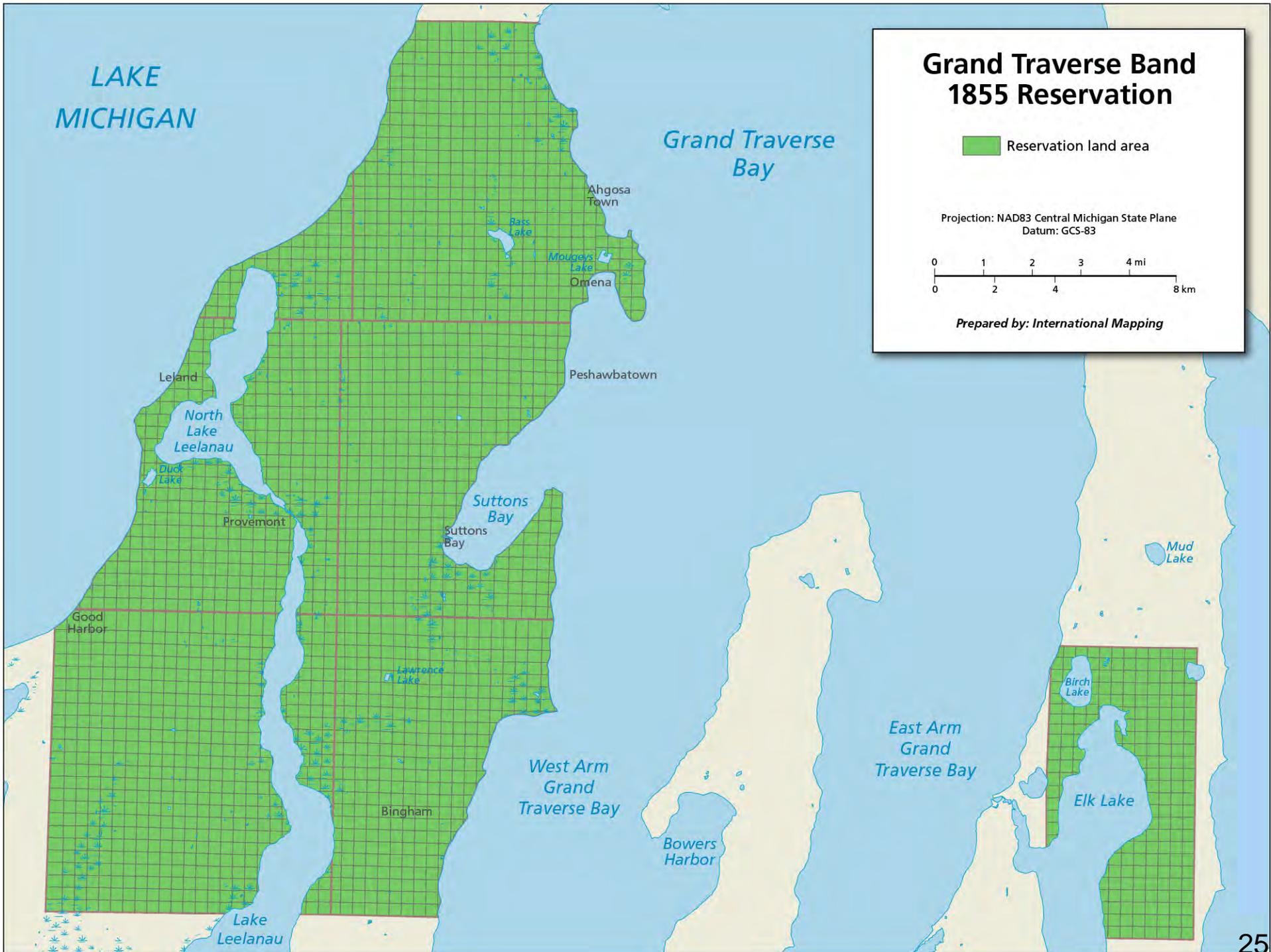
Interlochen

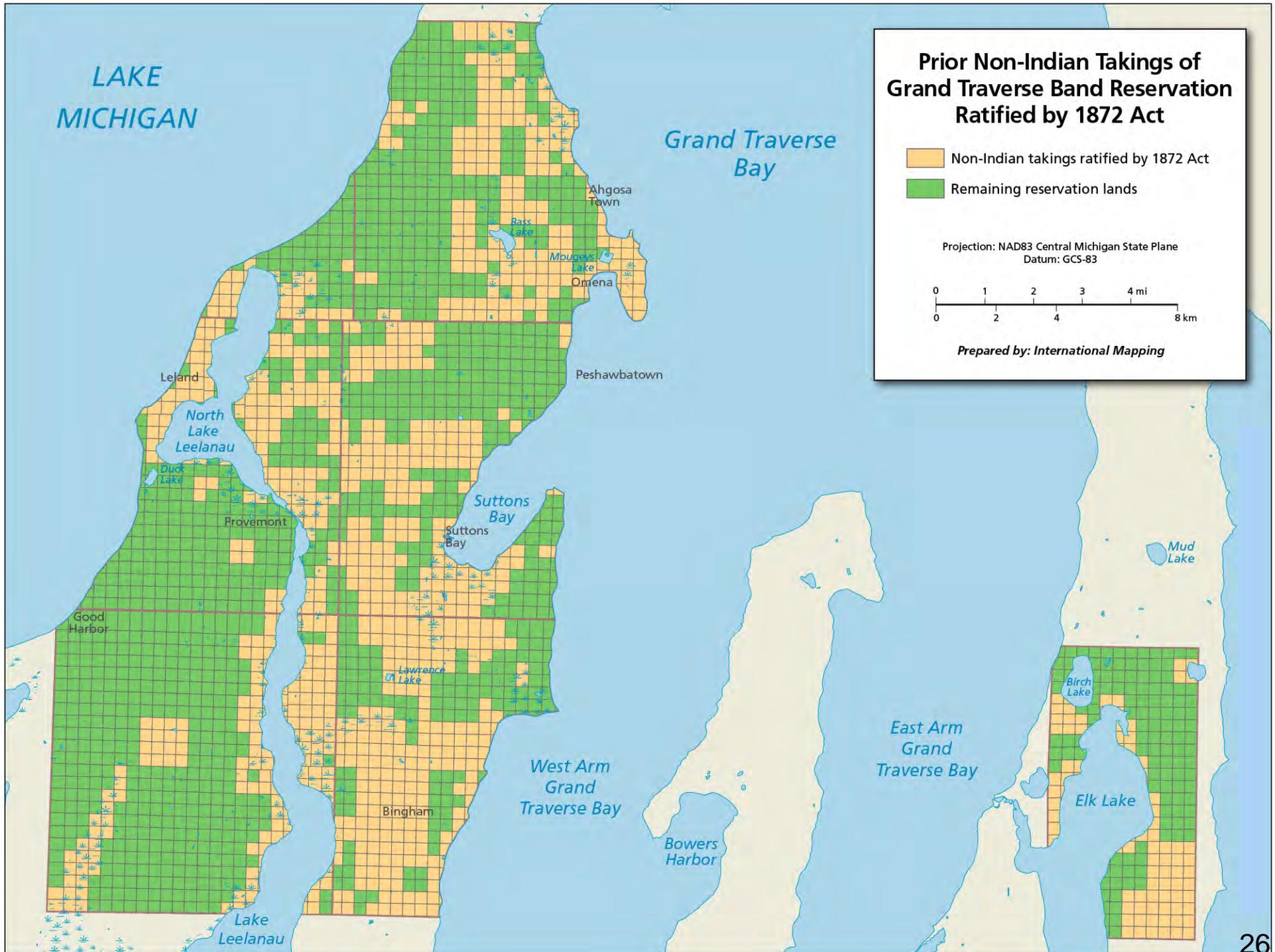
Traverse City

Maple City

Kalkaska

Mancelona





Prior Non-Indian Takings of Grand Traverse Band Reservation Ratified by 1872 Act

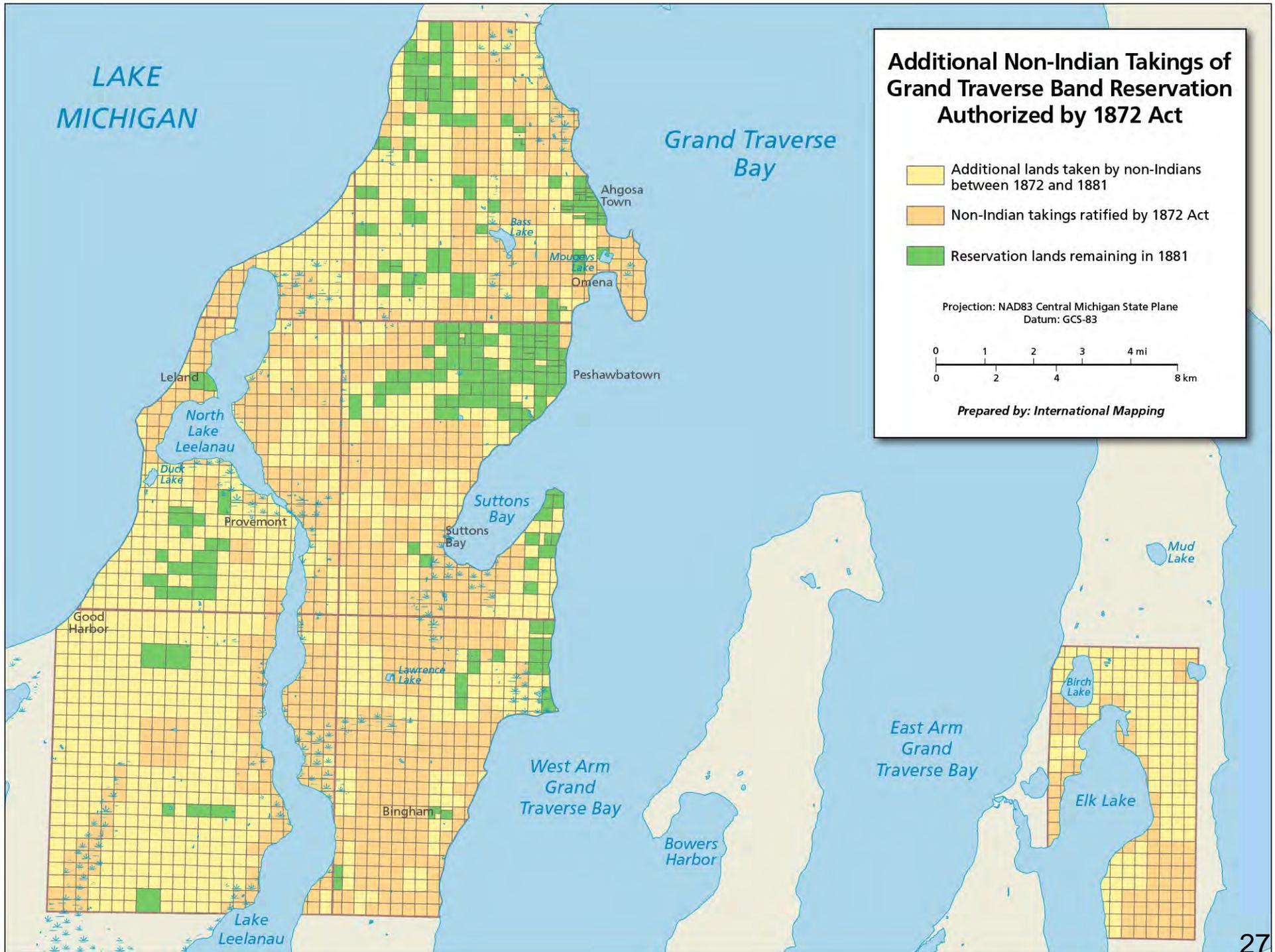
Non-Indian takings ratified by 1872 Act
 Remaining reservation lands

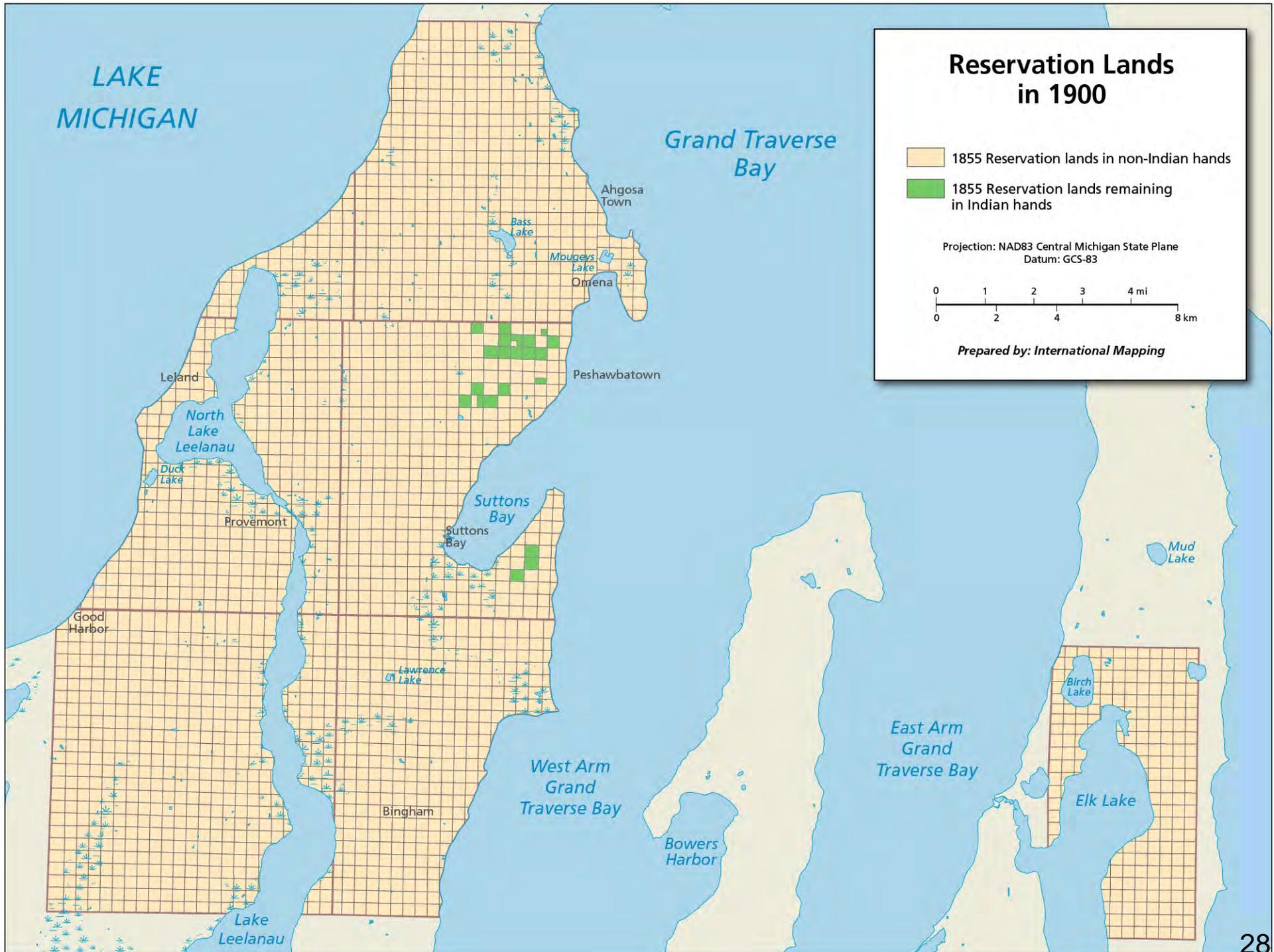
Projection: NAD83 Central Michigan State Plane
 Datum: GCS-83

0 1 2 3 4 mi

0 2 4 8 km

Prepared by: International Mapping





THE GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS' LAND CLAIM AGAINST THE UNITED STATES

FREQUENTLY ASKED QUESTIONS April 27, 2018

What is a tribal land claim?

In various treaties Indian tribes, including the Grand Traverse Band, agreed to cede vast amounts of their lands to the United States in return for a federal promise that smaller portions of land would be reserved as homelands for the perpetual and exclusive use of the ceding tribes. Despite those treaty protections, many “reservation” lands were sold to non-Indians in violation of the treaty obligations.

How did the Grand Traverse Band lose its treaty homeland?

Through fraudulent and dishonorable dealings by federal officials.

The Grand Traverse Band has documented the series of profoundly dishonest activities of certain officials which caused the illegal transfer of approximately 87,000 acres of land that was supposed to be reserved and protected for the Band under an 1855 Treaty. Over a forty year-period, the Band lost virtually all of this land, such that by the twentieth century it became landless and trapped in abject poverty. While the Band’s leadership has successfully reversed that course, it still has a long way to go before it has resolved the profound harm caused by the illegal dispossession of its lands.

Who would the Grand Traverse Band sue?

The United States. The Grand Traverse Band seeks to bring a money damages claim against the U.S. based on the Fifth Amendment’s protection against the taking of private property without compensation.

Will it mean land title in Leelanau County is at risk?

No. The Grand Traverse Band's claim would be brought in the U.S. Court of Federal Claims (where only money damage claims may be heard), and so any remedy recommended by that Court would be limited to money damages against the United States. *The Band's claim is not a "possessory interest claim."* In other words, this claim cannot interfere with private landowners’ possession or use of their property today, and nothing in this claim will cloud the land title of our neighbors in Leelanau County.

Why is legislation necessary?

To authorize this type of money damages claim, Congress uses a legislative process by which it “refers” the claim to the U.S. Court of Federal Claims, which is a special court of limited jurisdiction. The Grand Traverse Band has asked the Michigan congressional delegation to help it go through this “reference” process. To do so, one or more members of the delegation will have to introduce a “congressional bill of reference” and seek its approval by the House or Senate. That bill would refer the Band’s claim to the U.S. Court of Federal Claims and ask that the Court, after reviewing the law and the facts, make a recommendation on what action Congress should take.

What does the Grand Traverse Band hope to accomplish by bringing this claim?

The Grand Traverse Band wants an opportunity to present to the Court of Federal Claims the full story of the injustices and atrocities committed by federal officials against the Band that directly resulted in the wrongful taking of 87,000 acres of treaty lands. It is important to the Band that this painful part of its history be heard and acknowledged by the United States. The Band also wants an opportunity to present its case as to why it believes the United States owes it monetary compensation for the profound damage which resulted from the illegal taking of its treaty lands.

Is the Grand Traverse Band trying to use this claim to get land back from current landholders?

No. The kind of claim the Band wishes to bring against the United States would not authorize it to take or burden landowners’ title. Nor would it empower the Band to eject its neighbors from their land in Leelanau County or to sue them for trespass damages, or to seek any other remedy that would interfere in any way with modern-day landowners’ peaceful ownership, enjoyment, or use of their property. Instead, the kind of claim the Band wishes to bring, and the Court in which it wishes to bring it, allows only for monetary compensation to be drawn from the United States. That compensation would be due only if the Court finds that the Tribe has proved its case *and* Congress then accepts and acts upon the Court’s recommendation (a process that will take several years).

If I’m a landowner, will I be sued and lose my property?

No. The kind of claim being pursued, and the Court in which it would be heard, means no private landowner will be sued. No one will lose their property. The Band seeks compensation from the wrongdoer here, who was the federal government, rather than from modern-day landowners who are its neighbors and friends in Leelanau County.

Who should I contact if I have more questions?

Please call John F. Petoskey, General Counsel, at 231-534-7279

Leelanau County Resolution # 2020 – _____

A Resolution to Support the Grand Traverse Band of Ottawa and Chippewa Indians’ request to Congress for the passage of a Congressional Reference Resolution permitting the Band to file a Fifth Amendment Claim Against the United States in the U.S. Court of Federal Claims alleging that the Band’s private property under the 1855 Treaty was taken from Band members in violation of their private property interest protected by the U.S. Constitution

Whereas, the County of Leelanau is situated on a peninsula that previously included lands set apart by the Treaty of 1855 for the purpose of creating permanent homes and allotments for members of the Grand Traverse Band; and

Whereas, the Grand Traverse Band alleges that the 1855 Treaty set aside created a private property interest in members of the Grand Traverse Band; and

Whereas, the County of Leelanau neither supports nor opposes the proposition that the 1855 Treaty set aside allotments for members of the Grand Traverse Band; and

Whereas, the Grand Traverse Band seeks to file a constitutional Fifth Amendment claim against the United States for the improper taking of the private property land of Grand Traverse Band members by the negligent implementation of the 1855 Treaty; and

Whereas, a jurisdictional condition precedent to the Grand Traverse Band filing a Fifth Amendment constitutional claim against the United States is a Congressional Reference Resolution authorizing the claim in the United States Court of Federal Claims; and

Whereas, a Fifth Amendment claim is not a possessory interest claim that impairs the real property title of any current Leelanau County title that traces back to land situated in the 1855 Treaty set aside area; and

Whereas, a Fifth Amendment claim is not a jurisdictional assertion by the Grand Traverse Band that the exterior boundaries of the 1855 Treaty continue to exist in the present day; and

Whereas, the Grand Traverse Band is solely seeking money damages against United States for the improper taking of private property in violation of the Fifth Amendment of the U.S. Constitution; and

Whereas, the County of Leelanau supports the Grand Traverse Band’s effort to protect its Fifth Amendment constitutional rights, if such rights are found to exist, only after fully contested litigation between the Grand Traverse Band and the United States in the United States Court of Federal Claims; and

Whereas, the County of Leelanau takes no position on the merits of the Grand Traverse Band’s Fifth Amendment claim against the United States.

Now, Therefore, Be It Resolved, that the County of Leelanau supports a Congressional Reference Resolution that will allow the Grand Traverse Band to assert a Fifth Amendment claim against the United States in the United States Court of Claims based on violations of federal law in the uncompensated taking of the private property of members of the Grand Traverse Band by the failure to implement the 1855 Treaty correctly.

BOARD OF COMMISSIONERS

Tony Ansoerge, District #1
Debra L. Rushton, District #2
William J. Bunek, District #3
Ty Wessell, District #4
Patricia Soutas-Little, District #5
Carolyn Rentenbach, District #6
Melinda C. Lautner, District #7



Chet Janik, County Administrator

Leelanau County Government Center
8527 E. Government Center Drive, Suite #101
Suttons Bay, Michigan 49682
(231) 256-9711 ♦ (866) 256-9711 toll free
(231) 256-0120 fax
www.leelanau.gov ♦ cjanik@co.leelanau.gov

The Honorable John W. “Jack” Bergman
U.S. House of Representatives
Washington, D.C. 20515

Re: Congressional Bill of Reference for the Grand Traverse Band of Ottawa and Chippewa Indians

Dear Representative Bergman:

The Grand Traverse Band of Ottawa and Chippewa Indians has requested your office to introduce a congressional bill of reference to enable the U.S. Court of Federal Claims to consider its claims arising from illegal dispossession of lands reserved in the July 31, 1855 Treaty of Detroit (11 Stat. 621). The Leelanau County Board of Commissioners understands that your congressional office is willing to introduce a bill if it is supported by local units of government. Leelanau County was one of the counties reserved for tribal allotments in the 1855 Treaty.

Further, the Leelanau County Board of Commissioners understands, by tribal representations to the County at its Executive Board session on December 8, 2020, that the Tribe is seeking financial compensation from the federal government for a Fifth Amendment taking of treaty reserved lands. This U.S. Constitutional claim would not challenge the possessory interests (real property titles) of any Leelanau County residents.

Therefore, the County is specifically relying on those representations by the Tribe by writing this letter of support for a congressional reference bill to determine the Tribe’s claim. The County further understands that should the Tribe prevail in its Fifth Amendment claim, compensation for the claim would still be subject to an independent act of Congress recognizing the claim based on the merits of U.S. Court of Claims decision.

The Leelanau County Board of Commissioners supports the Tribe’s request for a congressional bill of reference enabling the U.S. Court of Federal Claims to consider the Tribe’s claims arising from illegal dispossession of lands reserved in the July 31, 1855, Treaty of Detroit (11 Stat. 621) so long as – and on the express precondition that – the congressional referral is limited to claims for money damages and excludes claims for equitable relief.

Sincerely,

William J. Bunek
Leelanau County Board Chairman

cc: Leelanau County Board of Commissioners

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Sheriff's Office</u> Contact Person: <u>Mike Borkovich</u> Telephone No.: <u>231-256-8800</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 12/08/2020
Source Selection Method	
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ Account Number _____ (Funds to come from): _____	VENDOR: <u>n/a</u> Address/ _____ Phone: _____

Budgeted Amount: _____	Contracted Amount: _____
------------------------	--------------------------

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Promote/Hire L.E. Positions</u>

Request to Waive Board Policy on Bid Requirements

Deputy Steve Bailey has left employment with the Sheriff's Office. His last day of work was Friday, November 13, 2020.

Undersheriff Steve Morgan has submitted a letter of retirement, with his last physical day to be Friday, February 12, 2021.

I intend to fill the Undersheriff vacancy by promoting/appointing Lieutenant James Kiessel to this position, with a starting salary of \$74,667.21. Because of those two resignations, the Sheriff's Office is seeking permission to proceed with the following:

- Hire one (1) full-time Law Enforcement Deputy immediately to fill the vacancy left by Deputy Bailey. After February 12, 2021, promote or hire the following -
- Promote one (1) Law Enforcement Sergeant to the rank of Lieutenant;
- Promote one (1) Law Enforcement Deputy to the rank of Sergeant; and
- Hire one (1) Law Enforcement Deputy to fill the remaining vacancy

Suggested Recommendation: Recommendations are attached.

Department Head Approval: _____  Date: 12/1/2020

Recommendations:

Motion to recommend to the Board of Commissioners to allow the Sheriff's Office to hire one (1) full-time Law Enforcement Deputy, effective immediately.

Motion to recommend to the Board of Commissioners to allow the Sheriff's Office to promote the Law Enforcement Lieutenant to Undersheriff at a starting salary of \$74,667.21, effective February 13, 2021.

Motion to recommend to the Board of Commissioners to allow the Sheriff's Office to promote one (1) Law Enforcement Sergeant to Lieutenant, effective after February 13, 2021.

Motion to recommend to the Board of Commissioners to allow the Sheriff's Office to promote one (1) Law Enforcement Deputy to Sergeant, effective after February 13, 2021.

Motion to recommend to the Board of Commissioners to allow the Sheriff's Office to hire one (1) full-time Law Enforcement Deputy, effective after February 13, 2021.

COUNTY OF LEELANAU
JOB DESCRIPTION

CHIEF DEPUTY REGISTER OF DEEDS

Supervised by: Register of Deeds
Supervises: All other employees of the Register of Deeds Office as second-in-command
FLSA: Non-Exempt

General Summary:

Under the supervision of the Register of Deeds, assists that official performing the statutory duties of the office: recording all property transfers, mortgages, discharges, and assignments, certificates of surveys, tax liens and their discharges, rights-of-way easements and numerous other documents pertaining to real estate in Leelanau County. Provides assistance to the general public, banks, title companies and attorneys with related real estate questions, searches and other requests for information. May be assigned to serve in the absence of the Register of Deeds on departmental matters, following well-defined policies and procedures.

Employees must meet the minimum requirements, conditions of employment, and be able to perform successfully all essential duties and responsibilities with or without reasonable accommodations.

Essential Duties and Responsibilities *(may include but are not limited to the following)*

- Receives documents such as deeds, mortgages, land contracts, leases, and security agreements and other documents that convey or encumber title to real estate or personal property.
- Examines documents for conformance to legal requirements and authenticity as set by the State of Michigan statutes. Places proper timing information, numbering sequences, and official signature and seal on each document as required.
- May serve as lead worker, assigning and reviewing the work of the Deputies within the department.
- Trains new and existing employees as needed. Keeps Deputies informed of new laws or changes in policies and procedures.
- Supervises, reviews and verifies work done by other Deputies for accuracy and compliance with policies, procedures and statutes.
- Enters all information required into the computer with complete accuracy on a daily basis for later retrieval.
- Performs the more difficult legal, real estate and genealogical searches to assist the public at the counter, by mail, by email or over the phone with questions pertaining to real estate property descriptions, easements, genealogical searches and many other related recorded documents.

- Assists customers by making copies of records, faxing and emailing information and conducting various real estate and genealogical searches upon requests.
- Operates a variety of office equipment such as computers, printers, fax machine, microfilm reader, scanner, copier and postage meter. Performs cleaning and minor maintenance as required.
- Perform various clerical functions such as typing forms, index cards, correspondence, envelopes and statements and compiles information for various reports. Processes statements and mails or emails monthly reports and statements for payment due.
- Applies knowledge of real estate descriptions when searching, reviewing property descriptions on tax maps and when checking deeds and documents.
- Collects fees, makes changes and issues receipt for appropriate fee on each document received, copies made or on-line services. Maintains the required accounting records and prepares periodic reports to go to the County Treasurer.
- Copy images and reports to cd's and mail for microfilming and offsite storage.
- Posting and verifying images and updating website.
- Functions as a passport accepting agent. Verifies information on applications, checks supporting documents for compliance with guidelines, administers oaths, collects fees, issues transmittals and sends to federal agencies.
- Performs the duties of the Register of Deeds and other personnel as workload, temporary absences, or emergencies dictate.
- Performs various other duties or projects as assigned.

Employment Qualifications (*minimum requirements*)

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualification necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- Possession of a high school diploma or the equivalent supplemented by vocational or specialized training in the interpretation of property descriptions.
- A minimum of four years of clerical experience which involved extensive record keeping and office procedure activities and/or employment in a Register of Deeds office.
- A six-month orientation period.

Knowledge, Skills, Abilities, Competencies *(minimum requirements)*

- Proficiency in English grammar, spelling, punctuation and simple mathematical functions such as addition, subtraction, multiplication, division, percentages, etc.
- Extensive knowledge of property descriptions.
- Thorough knowledge or recording requirements, statutes, restrictions and exemptions with regard to property and titles.
- Notary Public Certification.
- Thorough knowledge of County Services, organizational structure and general operations to effectively direct and assist the public.
- Skill in accurately compiling and evaluating data and information and preparing complete records and reports.
- Ability to maintain complete records and follow document retention systems.
- Ability to coordinate multiple tasks and maintain attention to detail.
- Ability to work with effectively and efficiently with other staff members, keeping open a professional line of communication.
- Ability to establish effective working relationships and use good judgement, initiative and resourcefulness when dealing with the public, title companies, county officials or other agencies and employees is expected.
- Ability to maintain attention to detail, establish priorities and work independently.
- Ability to assess situations, problem solve and work effectively under stress, with priorities constantly changing.
- Ability to apply and follow directions, rules, regulations and correct administrative practices, procedures and county policies.
- Ability to effectively communicate, comprehend, process and apply both verbal and written skills appropriate to the job.
- Ability to critically assess situations, problem-solve, work effectively under stress, within deadlines and changes in work priorities.
- Ability to oversee accurate and complete records and maintain the confidentiality of information.
- Ability to coordinate, lead and direct the work of others.
- Ability to instruct and supervise employees.
- Ability to function as Register of Deeds in the incumbent's absence.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential duties of the job.

While performing the duties of this job, the employee is regularly required to communicate with others in person, email or on the phone. The employee must write and read written and computerized documents, handle money and file documents as needed. The employee must be able to lift and/or move objects of medium weight, 30 pounds average. The employee is required to sit or stand for long periods with entering or reviewing information in the computer and microfilm. While performing the duties of this job, the employee regularly works in a business office. The noise level in the work environment is usually quiet to moderate but can get loud.

The work environment is a professional government office and the employee shall dress accordingly.

EXECUTIVE DOCUMENT SUMMARY

Department: Register of Deeds Contact Person: Jennifer L. Grant Telephone No.: 231-256-9682	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: 12/08/2020 <input type="checkbox"/> Regular Session: _____
Source Selection Method	VENDOR: _____ Address/ Phone: _____
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	

Budgeted Amount: \$ 36,631.00	Contracted Amount: \$ 40,778.64
-------------------------------	---------------------------------

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other Year two Promotion Request

Request to Waive Board Policy on Bid Requirements

This request is to promote and appoint Deputy Register of Deeds Rachel Richardson, to Chief Deputy Register of Deeds starting at the year two level of the non-union wage schedule.

Mrs. Richardson began working in the Register of Deeds office on February 11, 2013. Her attention to detail and accuracy are impeccable and a necessity for this position. One of the biggest additions to her responsibilities is being able to fill in and perform the functions and duties in the Registers' absence. Rachel is very capable of performing these functions and duties with her almost 8 years' experience. This position would also come with the loss of security of being in the union.

Other added responsibilities include, but are not limited to: Supervise and train other deputies within the office; preserving documents with uploading new recordings to Graphic Sciences for filming; verify film that is stored in Underground Security and maintain those records; scanning daily reports for preservation for retention periods; signing authority for refunds, timesheets, vouchers, and payment authorization; verify accuracy of documents before uploading for public viewing; monthly invoicing; preparing monthly mortgage reports for local lenders; maintaining confidential files; confirming passport arrivals to the Acceptance Agency; attending meetings for further education on changing laws, etc.; closing and balancing daily tills; assisting the Register in recording and examining documents for conformance to legal requirements and authenticity as set by state statutes.

According to the current 2021 Budget, \$36,631.00 is the starting wage for the Chief Deputy Position, or \$20.05 hourly pay rate. If Rachel remains at the Deputy Position, her 2021 wages would be \$36,941.00, or \$20.22 hourly pay rate. This is an inequity with a decrease in wage of (\$310.00) or (\$.17) decrease in hourly pay rate for added responsibilities. I propose to the Board of Commissioners to start Rachel at a two-year level on the 2021 Non-Union Wage Schedule at \$40,778.64 or \$22.32 hourly pay rate. See attached 2021 employee list for Register of Deeds and union and non-union wage schedule.

Suggested Recommendation: Recommend to the Board of Commissioners to promote current Deputy Register of Deeds, Rachel Richardson, to Chief Deputy starting at a two year level of 2021 non-union wage schedule.

Department Head Approval:  Digitally signed by Jennifer L. Grant
 Date: 2020.11.30 13:32:44 -05'00' Date: 11/30/2020

Brief Employee Master List

101-450-236

Register of Deeds

COUNTY OF LEELANAU
2021 Proposed Wages

Title	Hire Date	Pay Rate	2021 Wages 1739	Non-worked holiday 88	Total Wages	BCBS County Premium	401 (a) Plan	Taxable Wages	FICA 0.0765	MERS Rate	MERS Cost
Register of Deeds	4/12/10, 1/1/13, 1/1/21	Salary 66,933	66,933		66,933	18,596	800	66,933	5,120	0.0777	5,201
Chief Deputy Reg of Deeds		70 hrs 20.05	34,867	1,764	36,631	18,596		36,631	2,802	0.0777	2,846
Deputy Register of Deeds	2/3/2020	35 hrs 16.20/17.53	14,807	1,156	15,963			15,963	1,221	0.0777	1,240
Deputy Register of Deeds	2/11/2013	70 hrs 20.22	35,163	1,779	36,941	14,260		36,941	2,826	0.0777	2,870
			151,770	4,699	156,469	51,452	800	156,469	11,969		12,157

AUTHORIZED STAFFING LEVELS

Number of Positions	Full-Time Equivalent	Classification Title
1	1	Register of Deeds
1	1	Chief Deputy Register
1	1	Deputy Register
1	0.5	Deputy Register

Leelanau County Register of Deeds

Board of Commissioners Request for Chief Deputy Wage Motion for January 1, 2021 start date:

2020 Teamsters Wage Schedule Negotiated - Effective 1/1/2020					
	Start	1 Year	2 Year	3 Year	4 Year
Grade 2: Deputy Register of Deeds:	\$14.49	\$15.80	\$17.10	\$18.38	\$19.73
2020 Non-Union Wage Schedule Current - Effective 1/1/2020					
	Start	1 Year	2 Year	3 Year	4 Year
Chief Deputy Register of Deeds:	\$19.56	\$20.53	\$21.78	\$23.09	\$25.27
Current Employee is at the 4 year rate of <u>\$19.73</u> until December 31, 2020 as a Grade 2.					

2021 Teamsters Wage Schedule Negotiated - Effective 1/1/2021					
	Start	1 Year	2 Year	3 Year	4 Year
Grade 2: Deputy Register of Deeds:	\$14.85	\$16.20	\$17.53	\$18.84	\$20.22
2021 Non-Union Wage Schedule Adopted - Effective 1/1/2021					
	Start	1 Year	2 Year	3 Year	4 Year
Chief Deputy Register of Deeds:	\$20.05	\$21.04	\$22.32	\$23.67	\$25.90
Proposed Motion effective 1/1/2021 to start at a level higher than <u>\$20.05</u> . (Grade 2 Teamsters top wage is \$20.22)					

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Register of Deeds</u> Contact Person: <u>Jennifer L. Grant</u> Telephone No.: <u>256-9682</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: <u>12/08/2020</u> <input type="checkbox"/> Regular Session: _____
Source Selection Method	
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ Account Number (Funds to come from): _____	VENDOR: _____ Address/ Phone: _____

Budgeted Amount: <u>\$ 36,941.00</u>	Contracted Amount: _____
--------------------------------------	--------------------------

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Deputy Register of Deeds Vacancy</u>

Request to Waive Board Policy on Bid Requirements

This is a request to fill a full-time Deputy Register of Deeds position, pending the acceptance of the Chief Deputy position with Rachel Richardson as of January 1, 2021.

I am requesting the Board of Commissioners approve hiring a replacement to fill the vacancy. Current Register of Deeds staffing levels for the approved 2021 budget year include one (1) full-time Chief Deputy Register of Deeds, one (1) full-time Deputy Register of Deeds, and one (1) 1/2 time Deputy Register of Deeds. Staffing levels are at a bare minimum, and it is critical we maintain our current staffing levels to keep up with the demand of the documents coming into our office for recording. The turn around time is vital for the tax assessors, mortgage companies, title companies, attorneys, building codes, real estate industry and tax payers to keep the economy moving. Because the Government Center had restrictions in place due to COVID this year, many departments had experienced a decrease in foot traffic and mailed requests. However, this was not the case in the Register of Deeds office, the real estate market is thriving with sales. People having the ability to work remotely has prompted buying second homes in Leelanau. The favorable interest rates encourage many property owners to refinance their loans. Residents have found they have more time to do their estate planning. As of December 1, 2020 we have recorded 1,215 more documents than this time in 2019, an increase of 17%.

A full job description for the duties of this position is attached.

Suggested Recommendation: Recommend to the Board of Commissioners to allow the incoming Register of Deeds to fill a vacant Deputy Register of Deeds position as of January 1, 2021.

Department Head Approval:  Digitally signed by Jennifer L. Grant
Date: 2020.11.30 13:36:23 -05'00' Date: 11/30/2020

COUNTY OF LEELANAU
JOB DESCRIPTION

DEPUTY REGISTER OF DEEDS

Supervised by: Register of Deeds and the Chief Deputy Register
FLSA: Non-Exempt

General Summary:

Under the supervision of the Register of Deeds and the Chief Deputy Register. Assists those officials performing the statutory duties of the office. Assists in recording property transfers, mortgages, liens, surveys, mortgage discharges, easements, plats, etc. Receives, examines, indexes and files records and documents pertaining to ownership and location of real estate in Leelanau County. Assists the general public and businesses with a variety of requests and inquiries. May represent the Register of Deeds Office, temporarily, on matters of defined policy and procedure, as assigned.

Employees must meet the minimum requirements, conditions of employment, and be able to perform successfully all essential duties and responsibilities with or without reasonable accommodations.

Essential Duties and Responsibilities *(may include but are not limited to the following)*

- Assists in receiving documents such as deeds, mortgages, land contracts, leases, security agreements and other documents that convey or encumber title to real estate or personal property.
- Assists in examining documents for conformance to legal requirements and authenticity as set by the State of Michigan statutes. Places proper time information, numbering sequences, and official signature and seal on each document as required.
- Assists in collecting fees, make change and issue receipts for appropriate fee on each document received, copies made, on-line services, etc. Maintains the required accounting records and prepares periodic reports to go to the County Treasurer.
- Prepares copies of the various recorded documents for the general public, title companies, Equalization Department, Township Assessors and other requesting departments. Notifies requesting county departments or recorded documents of interest.
- Applies knowledge of real estate property descriptions when searching, reviewing property descriptions on tax maps and when checking deeds and documents.
- Enters all information required into the computer with complete accuracy on a daily basis for later retrieval.
- Provides customer assistance at the counter, by mail, by email or over the phone with questions pertaining to real estate property descriptions, easements, genealogical searches and many other related recorded documents. Makes copies of records, faxing and emailing information upon request.

- Scan documents and verify the images.
- Redacting confidential numbers and the ability to identify them on various recorded documents.
- Performs various clerical functions such as filing, typing forms, index cards, correspondence, envelopes and statements and compiles information for various reports.
- Operates a variety of office equipment such as computers, printers, fax machine, microfilm reader, scanner, copier and postage meter. Performs cleaning and minor maintenance as required.
- Functions as a passport accepting agent. Verifies information on applications, check supporting documents for compliance with guidelines, administers oaths, collects fees, issues transmittals and sends to federal agencies.
- Assist with training new employees and can help review and verify work done by other deputies.
- Performs the duties of other personnel as workloads, absences and emergencies dictate.
- Performs various other duties or projects as assigned.

Employment Qualifications (*minimum requirements*)

- Possession of a high school diploma or its equivalent, with courses taken in typing, computer operation/word processing, account keeping and office procedures.
- A minimum of two years of clerical experience which involved record keeping and office procedure activities, preferably in a real estate setting.
- Six month orientation period.

Knowledge, Skills, Abilities, Competencies (*minimum requirements*)

- Proficiency in English grammar, spelling, punctuation and simple mathematical functions such as addition, subtraction, multiplication, division, percentages, etc.
- Knowledge of property descriptions.
- Thorough knowledge or recording requirements and statutes.
- Notary Public Certification
- Thorough knowledge of County Services, organizational structure and general operations to effectively direct and assist the public.
- Skill in accurately compiling and evaluating data and information and preparing complete records and document retention systems.
- Ability to coordinate multiple tasks and maintain attention to detail.
- Ability to work effectively and efficiently with other staff members, keeping a professional line of communication open.

- Ability to establish effective working relationships, use good judgement, initiative and resourcefulness when dealing with the public, title companies, county officials or other agencies.
- Ability to maintain attention to detail, establish priorities and work independently.
- Ability to complete mathematical computations quickly and accurately.
- Skill in operating standard office equipment, including a computer, and various office, financial, tax and recording software programs.
- Ability to assess situations, problem solve and work effectively under stress, with priorities constantly changing.
- Ability to apply and follow rules, regulations and correct administrative practices, procedures and county policies.
- Ability to comprehend, process and apply both verbal and written skills appropriate to the job.
- Ability to maintain the confidentiality of information.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential duties of the job.

While performing the duties of this job, the employee is regularly required to communicate with others in person, by email or on the phone. The employee must write and read written and computerized documents, handle money and file documents as needed. The employee must be able to lift and/or move objects of medium weight, 30 pounds average. The employee is required to sit or stand for long periods with entering or reviewing information in the computer and on microfilm. While performing the duties of this job, the employee regularly works in a business office. The noise level in the work environment is usually quiet to moderate but can get loud.

The work environment is a professional government office and the employee shall dress accordingly.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Chet Janik</u> Telephone No.: <u>231-256-8100</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 12/08/2020
Source Selection Method <input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	VENDOR: <u>n/a</u> Address/ Phone: _____

Budgeted Amount: _____	Contracted Amount: _____
------------------------	--------------------------

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Request to fill vacancies in 2021</u>

Request to Waive Board Policy on Bid Requirements

Two Employees have announced their intent to retire from the Building Safety Department -

- Building Official Paul Hunter, tentative date of retirement is April 1, 2021
- Electrical Inspector Theodore Klumpp, tentative date of retirement is February 12, 2021

The Building Official position provides vital oversight for this Enterprise-funded department. The department has come a long way in getting through the various backlogs of documentation, including updating essential policies, streamlining and modernizing the application process, while continuing to provide exemplary customer service.

In order to continue to complete electrical inspections in a timely fashion, it is essential we maintain a full-time electrical inspector so that a backlog of inspections does not recur.

These two positions were also approved within the Department's authorized staffing levels for 2021.

Suggested Recommendation: I recommend to the County Board of Commissioners to allow the Building Safety Department to fill the positions of Building Official and Electrical Inspector as they become vacant in 2021.

Department Head Approval: Date: 12/03/2020

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Comm. Dev.</u> Contact Person: <u>Trudy Galla, Director</u> Telephone No.: <u>231-256-9812</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 12/08/2020
Source Selection Method	
<input type="checkbox"/> Quotation <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	VENDOR: _____ Address/ Phone: _____

Budgeted Amount: <u>\$ 31,621.00</u>	Contracted Amount: <u>\$ 28,562.00</u>
--------------------------------------	--

Document Description	
<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

Attached is the 2021 Remonumentation Grant between the State of Michigan Department of Licensing and Regulatory Affairs (LARA) and Leelanau County in the amount of \$28,562.00. This grant has been received annually and needs to be approved by the County Board of Commissioners. Contracts for remonumentation work and Peer Group meetings of surveyors will be brought to the Board in 2021 for consideration.

NOTE: After the Remonumentation Grant is approved, it MUST BE signed online and submitted.

Suggested Recommendation: Motion to recommend that the County Board of Commissioners approve the 2021 Remonumentation Grant in the amount of \$28,562.00, and authorize online signature and submittal of the Grant.

Department Head Approval: Trudy J Galla Date: 12/01/2020

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
AND
LEELANAU COUNTY

GRANTEE/ADDRESS:

Trudy Galla
County of Leelanau
8527 East Government Center Drive, Suite 108
Suttons Bay, MI 49682-9718
(231) 256-9812
(231) 256-8149

STATE GRANT ADMINISTRATOR/ADDRESS:

Michael C. Barger, P.S., Director
Office of Land Survey and Remonumentation
Department of Licensing and Regulatory Affairs
P.O. Box 30254
Lansing, MI 48909
Phone: (517) 241-6321
Email: bargerm@michigan.gov

GRANT PERIOD:

From: **01-01-2021** To: **12-31-2021**

TOTAL AUTHORIZED BUDGET: **\$28,562.00**

SIGMA Vendor ID: CV0048032
SIGMA Payment Address Code: 037

ACCOUNTING TEMPLATE: 6415137T001

GRANT

This is Grant No. **BCC 21-45** between the Department of Licensing and Regulatory Affairs (Grantor), and **Leelanau County** (Grantee), is entered into pursuant to the State Survey and Remonumentation Act, 1990 PA 345 (SSRA) and is subject to the terms and conditions of this Agreement (Agreement).

1.0 Statement of Purpose

This Grant is offered annually to the Grantee in accordance with the requirements of the SSRA. The SSRA establishes the State Survey and Remonumentation Fund which supports a program for the monumentation and remonumentation and perpetual monument maintenance of original public land survey corners, protracted public land survey corners and property controlling corners throughout the State.

This Grant is offered to the Grantee to carry out its annual work program as set forth and approved by the Grantor in the Grantee's Survey and Remonumentation Grant Application, made part of this Agreement as "Attachment A."

In accordance with the terms and conditions of this Grant, the Grantor will reimburse the eligible expenses incurred by the Grantee to carry out the annual work program as set forth and approved by the Grantor in "Attachment A."

1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the project described in the Grantee's Proposal, Attachment A, file a Land Corner Recordation Certificate (LCRC) pursuant to the Corner Recordation Act, 1970 PA 74 (CRA) with the addition of a geodetic coordinate value, the peer group date, and county representative's signature on said LCRC for each corner identified in Attachment A under the requirements of the SSRA.

The Grantee must submit a Completion Report as specified in this Agreement, may submit a Work Progress Report as specified in this Agreement and provide any other reports or forms requested by the Grantor.

1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment B, without the prior written consent of the Grant Administrator.
- C. Attachment A includes the Budget. The Grantee agrees that all funds shown in Attachment A are to be spent as detailed in Attachment A.

- D. Changes in the Budget of less than 5 percent of the total line item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.
- E. Changes in the Budget equal to or greater than 5 percent of the total line item amount will be allowed only upon prior review and written approval by the State Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

1.3 Payment Schedule

- A. The maximum amount of grant assistance offered is **\$28,562.00**. An initial payment of **\$11,424.80** (40 percent of the State Grant Amount) shall be made to the Grantee upon submittal of the previous Grant Year Completion Report and all required documentation to the State Grant Administrator.
- B. Progress payments up to a total of 85 percent of the Total Authorized Budget may be made upon submission of a Grantee request indicating the grant funds received, project expenditures incurred, and objectives completed to date, as well as backup documentation for all expenditures. Backup documentation must include a printout of the 245 grant account, invoice copies, and a payroll printout for any county costs supported with the grant, and be maintained for audit purposes in order to comply with this Agreement.
- C. Payment of the final 15 percent of the grant amount shall be made after completion of the project and after the State Grant Administrator has received and approved the Completion Report and supporting documentation as specified in this Agreement.

1984 PA 279 states that the State shall take all steps necessary to assure that payment for goods or services is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

1.4 Program Performance - Monitoring, Reporting and Documentation

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished and provide a status report to the State Grant Administrator upon request.
- B. Reporting (**see 1.4.C. for documentation requirements**):
 - 1. The Grantee **may submit** to the State Grant Administrator a Progress Report as soon as July 1 of the grant year but no later than September 30 of the grant year with backup documentation for work completed and expenditures incurred during the reporting period
 - 2. The Grantee **must submit** to the State Grant Administrator a Completion Report no later than February 1 following the close of the grant year accompanied by all documentation for work completed and expenditures incurred during the reporting period.

- C. Documentation. Backup documentation must include the following, as applicable:
1. A written narrative of the total work accomplished during the grant year, including an explanation for any additional work completed that was not specified in the approved “Attachment A,” any work not completed that was specified in the approved “Attachment A,” and any changes in an approved line item of the budget approved in “Attachment A” (submit for **Completion Report only**).
 2. A narrative of any coordinated efforts with other organizations to complete the project (submit for **Completion Report only**).
 3. Invoices:
 - a. An invoice from all Peer Review Group members, each surveyor or any other service provider for all services provided to the Grantee under this Agreement, and other supplies and purchases, as outlined in the approved “Attachment A” (submit for **Progress Report and Completion Report**).
 - b. A detailed breakdown and backup documentation for any county costs charged to the program as outlined in the approved “Attachment A” (submit for **Progress Report and Completion Report**).
 4. General Ledger: The County Treasurer’s print-out of the State Survey and Remonumentation grant account or equivalent ledger providing a detailed history of each transaction occurring within the account, including all payroll, indirect and/or overhead expenses. If not itemized in the ledger, a salary and fringe benefits breakdown must also be submitted for all administrative staff (submit for **Progress Report and Completion Report**).
 5. A recorded LCRC prepared in compliance with the CRA and SSRA for each corner shall be submitted through the Accela Citizen Access (ACA) portal. The LCRC shall include geodetic coordinate values for each corner recorded, signed by the county representative and reflect the date of the peer review group meeting at which the corner was reviewed. The county representative will notify the State Grant Administrator when all the contract corners are entered through ACA for the grant year.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. See Section 1.2. Detailed Budget.

2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, "Attachment A," must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. In its request for approval of the State Grant Administrator, Grantee must include the following: (1) a definition of the specific equipment Grantee wishes to purchase; (2) an explanation for why the equipment is necessary to complete the Statement of Work; (3) an explanation of why Grantee could not complete the Statement of Work by renting comparable equipment rather than purchasing it; (4) the anticipated life of the equipment; (5) the amount of anticipated maintenance fees required to maintain the equipment and the length of time those fees will need to be paid; (6) whether Grantee intends to pay maintenance fees using current and/or future grant awards; (7) explanation of any housing requirements for the equipment; (8) whether Grantee intends to rent out to a third party; (9) and the agreement by Grantee that, if it rents or sells the equipment, Grantee will remit any and all rental or sale proceeds to the State.

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.8 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension (“Audit Period”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

The Grantee agrees that all procurement of Professional Services will be conducted using Quality Based Selection (QBS). The Grantee may use QBS scores to assign work based on complexity.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Reserved

3.2 Safety

The Grantee, and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs, including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.4 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any

amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.6 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

3.9 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

4.0 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4.1 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.2 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.3 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.4 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

Grantee is required to possess in order to perform under this Grant.

4.5 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.7 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.8 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

LeAnn Droste, Director
Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs
State of Michigan

Date

Trudy Galla
County Grant Administrator
County of Leelanau

Date

William J. Bunek
Chairperson
Leelanau County Board of Commissioners

Date

GRANT NO. BCC 21-45



INVOICE # INV109294
DATE 11/11/2020
DUE DATE 2/9/2021
TERMS Net 90
CUSTOMER ID C-028999

KnowBe4, Inc.
 33 N Garden Ave STE 1200
 Clearwater FL 33755
 United States

Remittance Address Below

Bill To

Leelanau County
 8527 E Government Center Dr
 Ste 103
 Suttons Bay MI 49682-9742
 United States

Ship To

Leelanau County
 8527 E Government Center Dr
 Ste 101
 Suttons Bay MI 49682-9742
 United States

AMOUNT DUE

\$2,295.00 USD

Terms	Due Date	Reference #	Message
Net 90	2/9/2021	Signed Quote 475447	February Renewal 1 of 2 Invoices Signed Quote 475447

Quantity	Item	Rate	Tax %	Amount
150	1000KMSPN000C12-G KnowBe4 Security Awareness Training Subscription Platinum 101-500 Users 1 Year Start Date: 2/21/2021; End Date: 2/20/2022	\$15.30	0.00%	\$2,295.00
1	1502DWN00000012-G KnowBe4 Content Download 1 Year Start Date: 2/21/2021; End Date: 2/21/2021	\$0.00	0.00%	\$0.00



INV109294



KnowBe4, Inc.
33 N Garden Ave STE 1200
Clearwater FL 33755
United States
Remittance Address Below

INVOICE # INV109294
DATE 11/11/2020
DUE DATE 2/9/2021
TERMS Net 90
CUSTOMER ID C-028999

Subtotal \$2,295.00

Total \$2,295.00

Remittance Mailing Address:
KnowBe4 Inc.
PO BOX 734977
Dallas, TX 75373-4977

Bank Information:
Account Name: KnowBe4, Inc.
Bank Name: JP Morgan Chase
Routing Number for Wire: 021000021
Routing Number for ACH: 072000326
Account#: 520575207
SWIFT Code: CHASUS33

See our new banking information and please ensure you are sending to the correct address and bank account.

EIN: 36-4827930 [Click Here for W-9 pdf Document.](#)

Late payment may incur a 1.5% late processing fee.

Make checks payable to: KnowBe4, Inc.
For questions please contact us at ar@KnowBe4.com
Thank you for your business!



INV109294

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Information Technology</u> Contact Person: <u>Ron Plamondon</u> Telephone No.: <u>231-256-8105</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 12/08/2020
Source Selection Method	VENDOR: <u>DLT</u> Address/ Phone: _____
<input checked="" type="checkbox"/> Quotation <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>#636</u>	

Budgeted Amount: <u> \$ 10,000.00</u>	Contracted Amount: <u> \$ 658.32</u>
--	---

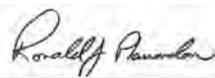
Document Description	
<input type="checkbox"/> Renewal	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

This request is the second part of the license renewal as was presented at the October Executive Committee. This is all that is required for existing servers.

Prior EDS:
 This is a request to renew the maintenance contract with DLT Solutions for our Backup and Recovery software. The \$2,097.11 is part of the budgeted \$10,000.00, which also includes two (2) additional licenses for our two new servers.

Suggested Recommendation: I recommend that the County Board of Commissioners approve renewing the maintenance agreement with DLT Solutions for Rapid Recovery Backup software in the amount of \$658.32; funds to come from Data Processing Fund #636.

Department Head Approval:  Digitally signed by Ron Plamondon
 Date: 2020.12.01 15:18:44 -05'00' Date: _____



Price Quotation

Quote: 4908159
 Reference: 1571628
 Date: 10/15/2020
 Expires: 01/31/2021

To: Ron Plamondon
 Leelanau County Rd Commission (MI)
 10550 E. Eckerle Rd
 Suttons Bay, MI 49682

From: Bianca Bonilla
 DLT Solutions, LLC
 2411 Dulles Corner Park
 Suite 800
 Herndon, VA 20171

Phone: (866) 256-9711
 Fax:
 Email: rplamondon@co.leelanau.mi.us

Phone: (703) 708-9149
 Fax: (703) 708-9149
 Email: bianca.bonilla@dlt.com

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
1	1020-5952	ABG-APP-PS-247	OM	2	\$329.16	\$658.32
RAPID RECOVERY FOR VMWARE PER PROTECTED VMWARE SOCKET 24X7 MAINTENANCE RENEWAL QQ 1-7IQLSYI, Inv 1000915315, PO 4809241 PoP: 1/31/2021 through 1/31/2022						

Total **\$658.32**

DID YOU KNOW QUEST OFFERS BETTER PRICING WHEN BUYING MULTIPLE YEARS OF MAINTENANCE?
 Ask your DLT Renewal Rep for more details today.

Additional information regarding support can be found at
<https://support.quest.com/essentials/benefits-of-renewing-support>

Maintenance renewal fees are non-refundable.

Contract Number: OPEN MARKET
 DUNS #: 78-646-8199
 Federal ID #: 54-1599882
 CAGE Code: 0S0H9
 FOB: Destination
 Terms: Net 30 (On Approved Credit)
 DLT accepts VISA/MC/AMEX

UNLESS CONTROLLED BY AN EXISTING RESELLER PARTNER AGREEMENT OR OTHER WRITTEN CONTRACTUAL AGREEMENT BETWEEN YOU AND DLT, THIS QUOTE AND ANY RESULTING AWARD OR ORDER IS SUBJECT TO THE TERMS AND CONDITIONS POSTED AT [HTTPS://WWW.DLT.COM/PRODUCTS/CLIENT-COMMERCIAL-LICENSES](https://www.dlt.com/products/client-commercial-licenses). THESE TERMS CONTROL THE TERMS OF SALES AS WELL AS THE END USER'S USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. BUYER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING AWARD OR ORDER. THE TERMS AND CONDITIONS AT THE ABOVE LINK ARE THE ONLY CONTROLLING TERMS THAT WILL APPLY TO A RESULTING ORDER AND THE USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. ANY ADDITIONAL OR INCONSISTENT TERMS ON BUYER'S ORDER THAT IN ANY WAY, MODIFY, ALTER OR NEGATE THE TERMS OF SALE OR THE MANUFACTURER'S END USER LICENSE AGREEMENT WILL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT AND THE MANUFACTURER.



Price Quotation

Quote: 4908159
Reference: 1571828
Date: 10/15/2020
Expires: 01/31/2021

**PLEASE REMIT
PAYMENT TO:**

ACH: DLT Solutions, LLC
Bank of America
ABA # 111000012
Acct # 4451063799

-OR-

Mail: DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

Customer orders subject to applicable sales tax.

Documentation to be submitted to validate invoice for payment:

- a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

EXECUTIVE DOCUMENT SUMMARY

Department: Information Technology Contact Person: <u>Ron Plamondon</u> Telephone No.: _____	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 12/08/2020
Source Selection Method	VENDOR: <u>NetWatcher/SafetyNet</u> Address/ Phone: _____
<input checked="" type="checkbox"/> Quotation <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>636-801.000</u>	

Budgeted Amount: _____ \$ 10,000.00	Contracted Amount: _____ \$ 13,000.00
-------------------------------------	---------------------------------------

Document Description	
<input checked="" type="checkbox"/> Professional Service	<input type="checkbox"/> Other _____

<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements Requesting approval to subscribe to the NetWatcher SIEM (Security Incident Event Management) software. This quote includes the installation and setup of the security suite, which includes: <ul style="list-style-type: none"> - Network Traffic Analysis - Server Event Log Analysis and Reporting - Intruder Attempt Monitoring and Alerting - End Point (laptops) Security - Firewall Vulnerability Scans <p>These are all tools that will help identify attempted security breaches and will be utilized to maintain CJIS Security Compliance for LEIN (Law Enforcement Information Network - MSP). This was budgeted to be installed this year. I budgeted \$3,000.00 less than the quote but the #636 Fund should be able to cover the overage.</p>	<p>Suggested Recommendation: Recommend that the Board of Commissioners waive its policy on bid requirements and approve the purchase of the NetWatcher Software with setup and installation by SafetyNet at a cost not to exceed \$13,000.00; funds to come from Data Processing Fund #636.</p>
--	--

Department Head Approval:  Digitally signed by Ron Plamondon
 Date: 2020.12.01 15:11:28 -05'00' Date: _____

We have prepared a quote for you

NetWatcher appliance for SIEM and Vulnerability

Quote # 013891
Version 1

Prepared for:

Leelanau County

Ron Plamondon
rplamondon@co.leelanau.mi.us



Licenses

Product Description	Price	Qty	Ext. Price
Netwatcher SIEM, IDS, and Vulnerability Scanning Service1 Year	\$10,500.00	1	\$10,500.00
Subtotal:			\$10,500.00

Services

Product Description	Price	Qty	Ext. Price
Netwatcher Deployment Services	\$2,500.00	1	\$2,500.00
Subtotal:			\$2,500.00

NetWatcher appliance for SIEM and Vulnerability



Prepared by:

Safety Net
 Jeffrey Fulton
 (231) 944-1100
 Fax (231) 922-9330
 jfulton@safetynet-inc.com

Prepared for:

Leelanau County
 8527 E. Government Center Dr.
 Suite 101
 Suttons Bay, MI 49682
 Ron Plamondon
 (231) 256-8105
 rplamondon@co.leelanau.mi.us

Quote Information:

Quote #: 013891
 Version: 1
 Delivery Date: 11/25/2020
 Expiration Date: 12/25/2020

Quote Summary

Description	Amount
Licenses	\$10,500.00
Subtotal w/ Tax:	
	\$10,500.00

Description	Amount
Services	\$2,500.00

Payment Options

Description	Payments	Interval	Amount
Due at Completion			
Final Payment	1	One-Time	\$13,000.00

Summary of Selected Payment Options

Description	Amount
Due at Completion: Final Payment	
Total of Payments	\$13,000.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Safety Net

Leelanau County

Signature: 
Name: Jeff Fulton
Title: VP Strategic Accounts & fCIO
Date: 11/25/2020

Signature: _____
Name: William J. Bunek, Chairman
Date: _____



Terms and Conditions

1. The terms of this proposal are confidential and shall not be shared with anyone other than employees or agents of Client.
2. The pricing quoted in this proposal is only valid for 30 days from the date of the quote.
3. If multiple services are quoted, services may be billed as each service is completed. Client agrees that all sums due Safety Net shall be paid in full upon invoice. In the event said sums are not paid when due, Client agrees to pay Safety Net a service charge at the rate of 1.5% per month or 18% per year, upon all past due balances.
4. For equipment and software that must be purchased from third parties, Client agrees to deposit readily available funds with Safety Net in an amount equal to 75% of the purchase amount prior to the submittal of the order.
5. Client agrees to pay Safety Net a service charge of \$25.00 for each check returned from Client's bank account, and shall pay the full amount of the returned check, as well as the service charge, in cash or with certified funds within forty-eight (48) hours.
6. In the event the account becomes delinquent and is submitted for collection, Client agrees to pay attorney fees, court costs, disbursements and actual out-of-pocket expenses incurred as a consequence of the delinquent account.
7. If applicable, Client agrees to prepare site for installation of any equipment prior to arrival of technicians. Equipment areas must have network cabling, electrical wiring and counter preparation, including a clean workspace and drilling of holes necessary for cables. If installation is delayed or rescheduled because environment is not ready, additional service hours may be required and will be due Safety Net. Cables, extension cords, power strips and other miscellaneous materials will be billed as they are consumed throughout project.
8. If Client needs to return a product quoted here, and it is not defective, Safety Net will try to accommodate. Client agrees that any returns shall be subject to the approval of the originating wholesaler or manufacturer of the product. If approval is granted, a restocking fee of 15% of the purchase price may apply. Client requests for returns must be received to billing@safetynet-inc.com within 15 days of receipt of product. Professional services are non-refundable.
9. Pricing reflects a cash discount of 3%. Client may elect to pay by credit card; however, this discount will not apply.

EXECUTIVE DOCUMENT SUMMARY

Department: Leland Dam Authority Contact Person: <u>John J. Popa</u> Telephone No.: <u>231-384-5364</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: <u>12/08/2020</u> <input checked="" type="checkbox"/> Regular Session: <u>12/15/2020</u>

Source Selection Method	VENDOR: <u>Fisher Contracting Co.</u> 3401 Contractor Dr. Address: <u>Midland, MI 48642</u> Phone: <u>989-835-7771</u>
<input checked="" type="checkbox"/> Bid <input type="checkbox"/> Other: _____	

Budgeted Amount: _____ \$ 41,000.00	Contracted Amount: _____ \$ 40,900.00
-------------------------------------	---------------------------------------

Document Description	
<input type="checkbox"/> Capital Purchase	<input checked="" type="checkbox"/> Other <u>Dam Gate MIOSHA Safety Device</u>

<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements Approximately two years ago the County was informed that a safety lock-out was needed. Machin Engineering was contracted to design such a device (complete). The Leland Dam Authority identified work that may be necessary for the next 10 years. Fisher Contracting worked with the Dam Authority for the safety lock-out estimates. After discussions with Machin Engineering, it was suggested to single source the bid. Reasons: Although Gerace built the dam, Rusty Friedel was the Project Manager. Friedel knows the dam better than anyone. It is a unique structure; previous estimates from Fisher are now public record and other bidders would have unfair advantage. Fisher and Friedel recently completed the water-wall barrier and it came in under the estimate. The bid for the safety lock-out is within the project estimate. Machin Engineering has very close ties with Fisher/Friedel; it will be T & M and will probably be less. 1) Leland Dam authority approved this on 11/24/2020 2) Attachment: Bid Letter from Fisher Contracting dated November 16, 2020 3) Budget sheet for Fund #806	<p>Suggested Recommendation: Motion to recommend to the Board of Commissioners to accept single-source bid from Fisher Contracting for T & M cost to perform the fabrication and installation of the gate lock out assembly at Leland Dam at a cost not to exceed \$40,900.00; funds to come from Fund #806.</p>
---	---

Department Head Approval: _____ Date: 12/08/2020



Dedicated *People*, Committed to Excellence

MAIN OFFICE
3401 CONTRACTOR DR.
MIDLAND, MI 48642
PHONE: (989) 835-7771
FAX: (989) 835-8461

SOUTHERN DIVISION
4836 NASHVILLE RD., P.O. BOX 386
FRANKLIN, KY 42139
PHONE: (270) 253-3331
FAX: (270) 253-3199

"AN EQUAL OPPORTUNITY EMPLOYER"

WWW.FISHER-CONTRACTING.COM

November 16, 2020

Subject: T&M proposal to fabricate and install the gate lock out assembly at Leland dam.

Patrick J. Machin, P.E. Principal
Machin Engineering

Pat,

The estimated T&M cost to perform the fabrication and installation of the gate lock out assembly at Leland dam is \$40,900.00

T&M proposal assumes the following:

1. A site visit will be made by the fabricator, Fisher foreman and the EOR to review the scope of work and take field measurements as needed prior to starting the shop drawings.
2. Weld inspections (Visual) to be performed by the EOR. No other weld testing cost is included in our proposal.
3. Owner shall assist the contractor with commissioning
4. Assumes (5) days on site to perform the work with (3) employees total
5. See attached fabrication quote
6. Includes \$1,000.00 for the insurance policy

Thank you for the opportunity and if you have any questions concerning this proposal please let me know.

Rusty D. Friedle III

2021 ADOPTED BUDGET

Fund 805 Special Assmt Cap. Proj Fund

County of Leelanau

Period Ending Date: October 31, 2020

Department

Account Number	2018 Audited	2019 Audited	2020 Year-to-date	2020 Adopted Budget	2020 Amended Budget	2021 Proposed Budget	BOC Changes & Dept. Requests	Adopted Budget
Account Name								
Fund 805 Special Assmt Cap. Proj Fund								
Fiscal Year 2020								
Revenues								
000000-401.000								
Fund Balance Forward	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	20,000.00
000000-699.101								
Transfer In - General Fund	6,000.00	75,000.00	8,100.00	8,100.00	8,100.00	8,100.00	29,100.00	29,100.00
Revenues Total	6,000.00	75,000.00	8,100.00	8,100.00	8,100.00	8,100.00	49,100.00	49,100.00
Expenses								
000000-727.000								
Office/Operating Supplies	653.93	1,095.33	1,318.00	100.00	100.00	100.00	100.00	100.00
000000-728.000								
Postage	0.00	6.04	0.00	0.00	0.00	0.00	0.00	0.00
000000-775.000								
Repair and Maintenance	2,407.48	1,547.11	838.61	600.00	600.00	600.00	600.00	600.00
000000-801.000								
Contractual Services	4,767.21	9,743.72	4,883.38	2,000.00	2,000.00	2,000.00	12,000.00	12,000.00
000000-850.000								
Telephone	2,562.38	2,648.96	2,426.51	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
000000-920.000								
Utilities (Light-Oil)	3,288.75	3,330.25	1,856.81	2,900.00	2,900.00	2,900.00	2,900.00	2,900.00
000000-942.000								
Copy Machine Charges (Rental)	0.00	43.52	89.96	0.00	0.00	0.00	0.00	0.00
000000-970.000								
Capital Outlay	0.00	10,310.32	22,301.03	0.00	0.00	0.00	31,000.00	31,000.00
Expenses Total	13,679.75	28,725.25	33,714.30	8,100.00	8,100.00	8,100.00	49,100.00	49,100.00
	-7,679.75	46,274.75	-25,614.30	0.00	0.00	0.00	0.00	0.00
Revenues Total	6,000.00	75,000.00	8,100.00	8,100.00	8,100.00	8,100.00	49,100.00	49,100.00
Expenses Fund Total	13,679.75	28,725.25	33,714.30	8,100.00	8,100.00	8,100.00	49,100.00	49,100.00
Net (Rev/Exp)	-7,679.75	46,274.75	-25,614.30	0.00	0.00	0.00	0.00	0.00
Grand Total for Revenues	6,000.00	75,000.00	8,100.00	8,100.00	8,100.00	8,100.00	49,100.00	49,100.00
Grand Total for Expenses	13,679.75	28,725.25	33,714.30	8,100.00	8,100.00	8,100.00	49,100.00	49,100.00
Grand Total Net Rev/Exp	-7,679.75	46,274.75	-25,614.30	0.00	0.00	0.00	0.00	0.00

2021 ADOPTED BUDGET

Fund 805 Special Assmt Cap. Proj Fund

County of Leelanau

Period Ending Date: October 31, 2020

Department

Account Number	2018 Audited	2019 Audited	2020 Year-to-date	2020 Adopted Budget	2020 Amended Budget	2021 Proposed Budget	BOC Changes & Dept. Requests	Adopted Budget
Account Name								
<p>Operator: JEN Period Ending Date: October 31, 2020 Fund Range: 805 -</p>								

Fund 805 Special Assmt Cap. Proj Fund

County of Leelanau

Period Ending Date: November 30, 2020

Department

Account Number	Month-to-date Actual	Current Year-to-date Actual	Current Year Total Amended Budget	Percentage Spent/Received
Account Name				
Fund 805 Special Assmt Cap. Proj Fund				
Fiscal Year 2020				
Revenues				
000000-401.000				
Fund Balance Forward	0.00	0.00	47,727.00	0.00%
000000-699.101				
Transfer In - General Fund	0.00	8,100.00	8,100.00	100.00%
Revenues Total	0.00	8,100.00	55,827.00	14.51%
Expenses				
000000-727.000				
Office/Operating Supplies	0.00	1,318.00	2,000.00	65.90%
000000-775.000				
Repair and Maintenance	1,253.83	2,092.44	1,000.00	209.24%
000000-801.000				
Contractual Services	0.00	4,883.38	5,000.00	97.67%
000000-850.000				
Telephone	49.35	2,475.86	2,700.00	91.70%
000000-891.000				
Contingency	0.00	0.00	19,227.00	0.00%
000000-920.000				
Utilities (Light-Oil)	284.04	2,140.85	2,900.00	73.82%
000000-942.000				
Copy Machine Charges (Rental)	0.00	89.96	0.00	100.00%
000000-970.000				
Capital Outlay	0.00	22,301.03	23,000.00	96.96%
Expenses Total	1,587.22	35,301.52	55,827.00	63.23%
	-1,587.22	-27,201.52	0.00	100.00%
Revenues Total	0.00	8,100.00	55,827.00	14.51%
Expenses Fund Total	1,587.22	35,301.52	55,827.00	63.23%
Net (Rev/Exp)	-1,587.22	-27,201.52	0.00	
Beginning/Adjusted Balance	47,727.40	8,100.00	35,301.52	20,525.88
	+	-	=	
Grand Total for Revenues	0.00	8,100.00	55,827.00	14.51%
Grand Total for Expenses	1,587.22	35,301.52	55,827.00	63.23%
Grand Total Net Rev/Exp	-1,587.22	-27,201.52	0.00	

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Emergency Mgt./911</u> Contact Person: <u>Matt Ansorge</u> Telephone No.: <u>(231) 256-8775</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: <u>12/08/2020</u> <input checked="" type="checkbox"/> Regular Session: <u>12/15/2020</u>
Source Selection Method	VENDOR: <u>Benzie-Leelanau District Health</u>
<input checked="" type="checkbox"/> GSA <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>N/A</u>	Address/ <u>7401 E Duck Lake Road</u> <u>Lake Leelanau, MI 49653</u> Phone: <u>(231) 256-0200</u>

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 0.00
------------------------	---------	--------------------------	---------

Document Description	
<input checked="" type="checkbox"/> Service	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

The Benzie-Leelanau District Health Department (BLDHD) is requesting Closed Point-of-Dispensing (POD) agreements with local governments and First Responder Agencies within their jurisdiction. These Closed POD agreements will allow the BLDHD to identify needs for vaccines if and when they become available. In this agreement, employees along with their family members have been identified as a need with the understanding that the number of available vaccines will depend upon supply.

The possibility of a Coronavirus vaccine is the catalyst for this agreement, though having it in place will apply to future vaccines charged to BLDHD that may become necessary to distribute to our employees and family members.

Suggested Recommendation: I recommend to the Leelanau County Board of Commissioners to allow the Board Chairman to sign the Closed Point-of-Dispensing Partner Registration Form and make vaccines available to Leelanau County Courthouse employees and their family members, dependent upon supply.

Department Head Approval:  Digitally signed by Matt Ansorge
 Date: 2020.11.30 12:27:04 -05'00' Date: 11/30/2020



Northern Michigan Public Health Emergency Preparedness

'Advancing collaboration and efficiency in preparing for emergencies'

www.nmphep.org

Northern Michigan Public Health Emergency Preparedness Closed Point of Dispensing (POD) Partner Registration Form

Yes, we want to register with the intent to participate as a Closed POD Partner. We are interested in partnering with Northern Michigan Public Health Emergency Preparedness and the local health department (Benzie-Leelanau District Health Department) for the vaccination of our employees, their families, and/or our clients and possibly the public in the event of a large-scale infectious disease emergency.

*Northern Michigan Public Health Emergency Preparedness is an inter-governmental collaboration of local health departments consisting of the Benzie-Leelanau District Health Department, Grand Traverse County Health Department, and Health Department of Northwest Michigan.

Required Memorandum of Understanding with Northern Michigan Public Health Emergency Preparedness signed: Yes or No (circle one)

Organization Information

Name of Organization: **Leelanau County**

Address: **8527 E. Government Center Drive, Suite 101
Suttons Bay, MI 49682**

Point of Contact Name: **Chet Janik**

Title: **County Administrator**

Email: **cjanik@leelanau.gov**

Phone: **(231) 256-9711**

	<i>Name</i>	<i>Title</i>	<i>Daytime phone</i>	<i>Evening/week-end home phone/ cell phone/pager</i>	<i>Email</i>
Contact Person:	Chet Janik	County Admin	(231) 256-9711	(231) 633-7680	cjanik@leelanau.gov
Secondary Contact Person	Matt Ansorge	Director EM/9-1-1	(231) 256-8775	(231) 432-0084	mansorge@leelanau.gov
Medical personnel	James Porter	Fire Chief	(231) 271-6978		chief@sbbfireandrescue.com

Type of Organization

- Faith Based Organization Community Based Organization
 Higher Education First Responder Government Agency (If yes: Local State
 Federal) School District
 Other

Vaccination Closed POD

A **Vaccination** POD would require everyone to **come in person** to receive a vaccination. Definitions of a family member may include anyone claiming residence at the employee’s household, those individuals identified as dependents on the employee’s tax forms or insurance coverage, or an employee plus a specified number (one, three, five, etc.) of other individuals such as homebound neighbors or relatives.

If you decide not to operate as a Vaccination POD, employees will have to go to Public POD sites throughout the county and it could interfere with attendance.

- We plan on operating as a Vaccination POD

Vaccination POD
<input type="checkbox"/> We plan on dispensing solely to employees <input checked="" type="checkbox"/> We plan on dispensing to employees and their families <input type="checkbox"/> We plan on dispensing to employees, families and our clients / residents

Employee and Client Information

Employee/Service Information

Estimated Number of Employees: If the number of employee family members is unknown the Health Department will multiply the number of employees by 4 to get an estimate of how much medication you will need for your organization.

	Total
Employees	80
Employees' Family Members	240
Clients/Residents (if applicable)	N/A
Total = 320	

Client/Services Information (if you plan to dispense to clients)

Our clients are: *(Check as many as apply.)*

- Homebound
- Living in a Residential Facility (Please name: _____)
- Living in a Skilled Nursing or Similar Facility (Please name: _____)
- Living in a Congregate Living Facility (i.e. county jail, migrant housing, etc.)
- Seniors
- Disabled
- Homeless
- Children

Estimated number of clients: **0**

Brief description of the services your organization provides:

Leelanau County Government, Conservation District, Courts, MSU Extension Office

Vaccination Administration

Do you have medical/occupational health personnel on staff? Yes No

If yes (check all that apply) MD RN Nurse Practitioner

Other (please specify): _____

Does your agency have the capability/personnel to administer vaccinations? Yes or No (circle one)
If no, will your agency be requesting the assistance of the local health department (BLDHD) for vaccine administration? Yes or No (circle one)

Could be possible to obtain assistance from Suttons Bay-Bingham Fire & Rescue EMS personnel to administer vaccine to employees & family members

Receiving and Managing Inventory

Receiving Medications/Vaccinations

Does this location have a loading dock? Yes or No

Do you have a pallet jack or fork lift? Yes

Person who will be authorized to receive/accept and sign for the medications/vaccinations for Closed POD site (POD Supply Lead)

Matt Ansoerge

Director of Emergency Management/9-1-1

(231) 256-8775

Name

Title

Phone

Managing/storing managed inventory

Inventory tracking will be coordinated by POD Supply Lead as follows: (check all that apply)

- One person at the organization for ongoing inventory
(Identify: Matt Ansoerge)
- One person at each Closed POD site
(Identify: _____)

Vaccine and medication storage available: (circle yes or no)

- POD Site refrigeration storage available for vaccines (35 to 46F/2-8C): Yes or No
- Backup power for lighting and refrigeration: Yes or No
- Secure POD Site Medication storage available between (59 to 86F/15-30C) Yes or No

William J. Bunek

Partner Representative Name (please print clearly)

Signature

Chairman of the Board

Title

December 15, 2020

Date

LHD Representative Name (please print clearly)

Signature

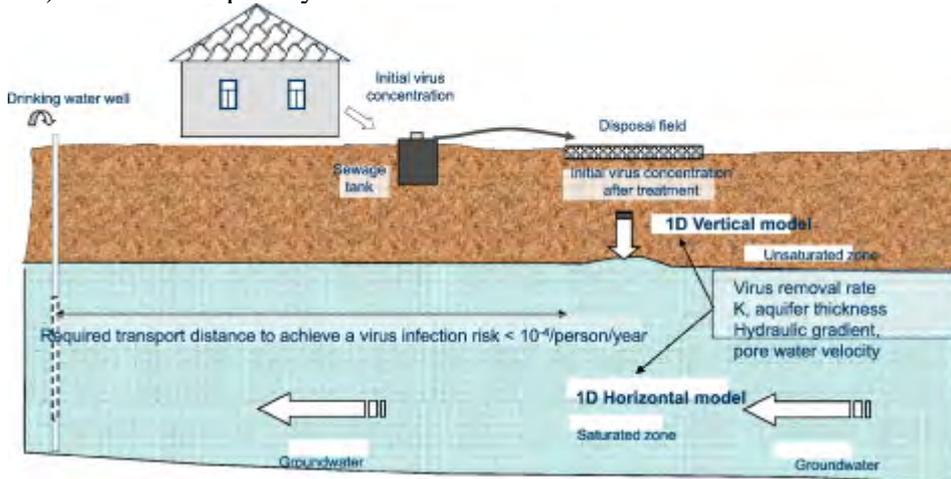
Title

Date

Proposed Agenda for Septic Workshop

1. What is a septic system, what will it do and won't do, and how to maintain.
 - a) Design
 - b) Remove contaminants and pathogens
 - c) Won't remove most chemicals or toxins
 - d) Maintenance
2. What is the Health Department tasked to do.
 - a) Enforce State Law
 - b) Pass and enforce local laws
3. When and how do septic **public** health problems actually occur (as documented).
 - a) When are pathogens **not** removed.
 - i. Isolation distances
 - ii. State vs Local Regulations
4. Possible regulation options.
 - a) No Action.
 - b) Water Testing
 - i. Cultures
 - ii. qPCR
 - c) Time of Sale Inspection.
 - d) Mandatory Pumping.
 - e) Mandatory Inspection.
 - f) Mandatory Reporting
 - g) Overlay District.
5. Proposed Action

1.a) What is a Septic System?



Septic systems are underground wastewater treatment structures, commonly used in rural areas without centralized sewer systems. They use a combination of nature and proven technology to treat wastewater from household plumbing produced by bathrooms, kitchen drains, and laundry.

A typical septic system consists of a septic tank and a drainfield, or soil absorption field. The sizes of the septic tank and drain field are based upon the size of the potential amount of wastewater from the house.

The septic tank digests organic matter and separates floatable matter (e.g., oils and grease) and solids from the wastewater. Soil-based systems discharge the liquid (known as effluent) from the septic tank into a series of perforated pipes buried in a leach field, chambers, or other special units designed to slowly release the effluent into the soil.

Alternative systems use pumps or gravity to help septic tank effluent trickle through sand, organic matter (e.g., peat and sawdust), constructed wetlands, or other media to remove or neutralize pollutants like disease-causing pathogens, nitrogen, phosphorus, and other contaminants. Some alternative systems are designed to evaporate wastewater or disinfect it before it is discharged to the soil.

<https://www.epa.gov/septic/how-your-septic-system-works>

1.b) Contaminates and Pathogen Removal

While some filtering and bacterial breakdown occurs within the septic tank, the final treatment of the septic tank effluent occurs within the drain field. The drain field must be properly designed in order to effectively remove contaminants and pathogens. This design is primarily determined by size (determined by expected wastewater volume), separation from unsaturated soils (typically 2-4 ft), and the permeability of the area soil (determined by site testing).

“3.2.1 Wastewater Treatment and Disposal by Soil

The soil is capable of treating organic materials, inorganic substances, and pathogens in wastewater by acting as a filter, exchanger, adsorber, and a surface on which many chemical and biochemical processes may occur. The combination of these processes acting on the wastewater as it passes through the soil produces a water of acceptable quality for discharge into the groundwater under the proper conditions. Physical entrapment of particulate matter in the wastewater may be responsible for much of the treatment provided by soil. This process performs best when the soil is unsaturated. If saturated soil conditions prevail, the wastewater flows through the larger pores and receives minimal treatment. However, if the soil is kept unsaturated by restricting the wastewater flow into the soil, filtration is enhanced because the wastewater is forced to flow through the smaller pores of the soil.

Because most soil particles and organic matter are negatively charged, they attract and hold positively charged wastewater components and repel those of like charge. The total charge on the surfaces of the soil system is called the cation exchange capacity, and is a good measure of the soil's ability to retain wastewater components. **The charged sites in the soil are able to sorb bacteria, viruses, ammonium, nitrogen, and phosphorus, the principal wastewater constituents of concern.** The retention of bacteria and viruses allows time for their die-off or destruction by other processes, such as predation by other soil micro organisms (1)(2). Ammonium ions can be adsorbed onto clay particles. Where anaerobic conditions prevail, the ammonium ions may be retained on the particles. If oxygen is present, bacteria can quickly nitrify the ammonium to nitrate which is soluble and is easily leached to the groundwater. Phosphorus, on the other hand, is quickly chemisorbed onto mineral surfaces of the soil, and as the concentration of phosphorus increases with time, precipitates may form with the iron, aluminum, or calcium naturally present in most soils. Therefore, the movement of phosphorus through most soils is very slow (1)(2).

Numerous studies have shown that 2 ft to 4 ft (0.6 to 1.2 m) of unsaturated soil is sufficient to remove bacteria and viruses to acceptable levels and nearly all phosphorus (1)(2). The needed depth is determined by the permeability of the soil. Soils with rapid permeabilities may require greater unsaturated depths below the infiltrative surface than soils with slow permeabilities.”

Design Manual: Onsite Wastewater Treatment and Disposal Systems, EPA 625/1-80-012
https://www.epa.gov/sites/production/files/2015-06/documents/septic_1980_osdm_all.pdf

1.c) Won't Remove Most Chemicals or Toxins

Don't put any types of chemicals or medications down any drain or toilet. Only wash water (sinks, baths, showers, washing machines), toilet paper (septic tank compatible - **no wipes**) and human waste should go into a septic tank. Most chemicals and medications are not filtered or broken down by a septic system, and end up in the groundwater. **Septic systems are not trash cans.**

“Your septic system is not a trash can. An easy rule of thumb: Do not flush anything besides human waste and toilet paper. Never flush:

- Cooking grease or oil
- Non-flushable wipes, such as baby wipes or other wet wipes
- Photographic solutions
- Feminine hygiene products
- Condoms
- Dental floss
- Diapers
- Cigarette butts
- Coffee grounds
- Cat litter
- Paper towels
- Pharmaceuticals
- Household chemicals like gasoline, oil, pesticides, antifreeze, and paint or paint thinners

Think at the sink!

Your septic system contains a collection of living organisms that digest and treat household waste. Pouring toxins down your drain can kill these organisms and harm your septic system. Whether you are at the kitchen sink, bathtub, or utility sink:

- Avoid chemical drain openers for a clogged drain. Instead, use boiling water or a drain snake.
- Never pour cooking oil or grease down the drain.
- Never pour oil-based paints, solvents, or large volumes of toxic cleaners down the drain. Even latex paint waste should be minimized.
- Eliminate or limit the use of a garbage disposal. This will significantly reduce the amount of fats, grease, and solids that enter your septic tank and ultimately clog its drainfield.”

<https://www.epa.gov/septic/how-care-your-septic-system>

1. d) Maintenance

A septic system requires maintenance, including pumping the septic tank to remove scum and settled solids (preventing them from entering the drain field and plugging it up), and helping to keep the drain field clear and efficient.

“Inspect and Pump Frequently

The average household septic system should be inspected at least every three years by a septic service professional. Household septic tanks are typically pumped every three to five years. Alternative systems with electrical float switches, pumps, or mechanical components should be inspected more often, generally once a year. A service contract is important since alternative systems have mechanized parts.

Four major factors influence the frequency of septic pumping:

- Household size
- Total wastewater generated
- Volume of solids in wastewater
- Septic tank size

Maintain Your Drainfield

Your drainfield—a component of your septic system that removes contaminants from the liquid that emerges from your septic tank—is an important part of your septic system. Here are a few things you should do to maintain it:

- **Parking:** Never park or drive on your drainfield.
- **Planting:** Plant trees the appropriate distance from your drainfield to keep roots from growing into your septic system. A septic service professional can advise you of the proper distance, depending on your septic tank and landscape.
- **Placing:** Keep roof drains, sump pumps, and other rainwater drainage systems away from your drainfield area. Excess water slows down or stops the wastewater treatment process.”

<https://www.epa.gov/septic/how-care-your-septic-system>

2. a) What is the Health Dept. Tasked to do?

The Health Department is required to both control existing health hazards and prevent future ones. This includes taking action to prevent foreseeable significant risks or diseases. Michigan law provides the authorization to take required actions, with County Board of Commissioner approval for local regulations.

The Benzie Leelanau District Health Department (BLDHD) is authorized under the Public Health Code, **Act 368 of 1978**.

Sec. 2433.(1) A local health department **shall** continually and diligently endeavor to prevent disease, prolong life, and promote the public health through organized programs, including prevention and control of environmental health hazards; prevention and control of diseases; prevention and control of health problems of particularly vulnerable population groups; development of health care facilities and health services delivery systems; and regulation of health care facilities and health services delivery systems to the extent provided by law (bold emphasis added).

Sec. 2441.A local health department may adopt regulations necessary or appropriate to implement or carry out the duties or functions vested by law in the local health department. The regulations shall be approved or disapproved by the local governing entity. The regulations shall become effective 45 days after approval by the local health department's governing entity or at a time specified by the local health department's governing entity. The regulations shall be at least as stringent as the standard established by state law applicable to the same or similar subject matter. Regulations of a local health department supersede inconsistent or conflicting local ordinances.

Sec. 2442.Before adoption of a regulation the local health department shall give notice of a public hearing and offer any person an opportunity to present data, views, and arguments. The notice shall be given not less than 10 days before the public hearing and not less than 20 days before adoption of the regulation. The notice shall include the time and place of the public hearing and a statement of the terms or substance of the proposed regulation or a description of the subjects and issues involved and the proposed effective date of the regulation. The notice shall be published in a manner calculated to give notice to persons likely to be affected by the proposed regulation. Methods which may be employed, depending on the circumstances, include publication of the notice in a newspaper of general circulation in the jurisdiction, or when appropriate, in a trade, industry, governmental, or professional publication.

Sec. 2444.(1) A local governing entity, or in case of a district the district board of health, may fix and require the payment of fees for services authorized or required to be performed by the local health department. The local governing entity or district board may revoke, increase, or amend the fees. The fees charged shall not be more than the reasonable cost of performing the service.

Sec. 2446. To assure compliance with laws enforced by a local health department, the local health department may inspect, investigate, or authorize an inspection or investigation to be made of, any matter, thing, premise, place, person, record, vehicle, incident, or event. Sections 2241 to 2247 apply to an inspection or investigation made under this section.

Sec. 2451.1) Upon a determination that an imminent danger to the health or lives of individuals exists in the area served by the local health department, the local health officer immediately shall inform the individuals affected by the imminent danger and issue an order which shall be delivered to a person authorized to avoid, correct, or remove the imminent danger or be posted at or near the

imminent danger. The order shall incorporate the findings of the local health department and require immediate action necessary to avoid, correct, or remove the imminent danger. The order may specify action to be taken or prohibit the presence of individuals in locations or under conditions where the imminent danger exists, except individuals whose presence is necessary to avoid, correct, or remove the imminent danger.

(2) Upon the failure of a person to comply promptly with an order issued under this section, the local health department may petition a circuit or district court having jurisdiction to restrain a condition or practice which the local health officer determines causes the imminent danger or to require action to avoid, correct, or remove the imminent danger.

(3) As used in this section:

(a) "Imminent danger" means a condition or practice which could reasonably be expected to cause death, disease, or serious physical harm immediately or before the imminence of the danger can be eliminated through enforcement procedures otherwise provided.

(b) "Person" means a person as defined in section 1106 or a governmental entity.

Sec. 2455.1) A local health department or the department may issue an order to avoid, correct, or remove, at the owner's expense, a building or condition which violates health laws or which the local health officer or director reasonably believes to be a nuisance, unsanitary condition, or cause of illness.

(2) If the owner or occupant does not comply with the order, the local health department or department may cause the violation, nuisance, unsanitary condition, or cause of illness to be removed and may seek a warrant for this purpose. The owner of the premises shall pay the expenses incurred.

(3) If the owner of the premises refuses on demand to pay expenses incurred, the sums paid shall be assessed against the property and shall be collected and treated in the same manner as taxes assessed under the general laws of this state. An occupant or other person who caused or permitted the violation, nuisance, unsanitary condition, or cause of illness to exist is liable to the owner of the premises for the amount paid by the owner or assessed against the property which amount shall be recoverable in an action.

(4) A court, upon a finding that a violation or nuisance may be injurious to the public health, may order the removal, abatement, or destruction of the violation or nuisance at the expense of the defendant, under the direction of the local health department where the violation or nuisance is found. The form of the warrant to the sheriff or other law enforcement officer may be varied accordingly.

(5) This section does not affect powers otherwise granted to local governments

Sec. 2461.(1) In the manner prescribed in sections 2441 and 2442 a local governing entity may adopt a schedule of monetary civil penalties of not more than \$1,000.00 for each violation or day that the violation continues which may be assessed for a specified violation of this code or a rule promulgated, regulation adopted, or order issued which the local health department has the authority and duty to enforce.

(2) If a local health department representative believes that a person has violated this code or a rule promulgated, regulation adopted, or order issued under this code which the local health department has the authority and duty to enforce, the representative may issue a citation at that time or not later

than 90 days after discovery of the alleged violation. The citation shall be written and shall state with particularity the nature of the violation, including reference to the section, rule, order, or regulation alleged to have been violated, the civil penalty established for the violation, if any, and the right to appeal the citation pursuant to section 2462. The citation shall be delivered or sent by registered mail to the alleged violator.

Sec. 2462.1) Not later than 20 days after receipt of the citation, the alleged violator may petition the local health department for an administrative hearing which shall be held within 30 days after the receipt of the petition. After the administrative hearing, the local health officer may affirm, dismiss, or modify the citation. The decision of the local health officer shall be final, unless within 60 days of the decision the appropriate local governing entity or committee thereof, or in the case of a district department, the district board of health or committee thereof, grants review of the citation. After the review, the local governing entity, board of health, or committee thereof may affirm, dismiss, or modify the citation.

(2) A person aggrieved by a decision of a local health officer, local governing entity, or board of health under this section may petition the circuit court of the county in which the principal office of the local health department is located for review. The petition shall be filed not later than 60 days following receipt of the final decision.

(3) A civil penalty becomes final if a petition for an administrative hearing or review is not received within the time specified in this section. A civil penalty imposed under this part is payable to the appropriate local health department for deposit with the general funds of the local governing entity, or in case of a district, the funds shall be divided according to the formula used to divide other district funds. A civil penalty may be recovered in a civil action brought in the county in which the violation occurred or the defendant resides.

3. When and how do public health problems with Septic Systems occur (as documented)?

There are few recent documented examples (even at the national level) of septic systems causing health problems. The impetus for septic system (and larger sewage systems) regulation is really grounded in history. There are many historical examples of epidemics caused by poor sanitation (such as typhoid, cholera, polio, hepatitis), and it is generally accepted that the advent and implementation of modern sanitation and drinking water standards has saved more lives than any other medical advance in modern times (including antibiotics, medical doctor training, and hospital improvements - combined). In many respects, Public Health officials are victims of their own success in that they have been very successful in preventing diseases caused by poor sanitation, so there are few negative examples to reference. They are, however, the true unsung heroes in preventing disease. All modern disease cases associated with drinking water contamination (including problems from septic system contamination) are required to be reported to both the State Health Department as well as the CDC at the federal level (Surveillance for Waterborne Disease Outbreaks Associated with Drinking Water). Review of these reports reveal that the most common water-borne disease (and all deaths) is Legionnaires Disease (not caused by septic systems). The most common water-borne illness isn't even a disease - it's swimmer's itch (also not caused by septic systems). There was only one modern case found in the CDC records (non-Michigan) for a septic system contamination of a nearby well causing illness (due to improper drain field construction in a limestone formation resulting in rapid transport of contaminated effluent). There were several historical Michigan cases from 1945 (two), 1947, 1952, and 1959. Only the 1959 case resulted in any confirmed illnesses (89 cases of infectious hepatitis in Posen, Pres Isle County caused by improper drain field construction in limestone formations). While there has most probably been multiple cases of gastrointestinal

illnesses that are undocumented, the documented cases of septic systems causing illness are rare. All of the modern documented cases were the result of improper drain field construction in areas where there were inadequate separation from geology that enabled rapid transport of contaminated effluent. This occurs in two primary instances:

- A. Drain fields improperly constructed directly (without a layer of slow-permeability soils) in limestone formations, and
- B. Drain fields improperly constructed with an inadequate layer of slow-permeability soils over or in water saturated soils (below the water table).

While we do not have any shallow limestone formations in the Leelanau area (so it is extremely unlikely that there are any drain fields under instance 1.), there is the very real risk of drain fields in instance 2.

Septic system design utilizes the use of isolation distances to insure that there is adequate time for pathogens to be filtered and neutralized in a drain field before the remaining effluent passes through to groundwater. As documented in the previously cited EPA reports, pathogens are filtered and neutralized within a roughly 4 feet depth of a proper drain field bed. Said another way, while water does travel large distances underground, **PATHOGENS DO NOT** from a properly designed and installed septic system. The Michigan Criteria for Subsurface Sewage Disposal Onsite lists several isolation distances for septic systems. Local regulations may exceed the state requirements and, in the case of Leelanau County, do in the following standards:

Section 2.450 SUB-SURFACE DISPOSAL SYSTEM

The bottom of the disposal system shall not be over 42 inches below the finished grade (no maximum below finish grade in State regulations). This primarily applies to mound systems.

Section 2.458 PERMIT DENIAL A permit to install an on-site sewage disposal system may be denied for any of the following reasons: b. Where the known high ground water table is encountered within four feet of the natural ground surface. (See exception in 2.458 [G.] for existing systems only) (2 feet in State regulations). This primarily applies to mound systems.

4. Local Regulation Options

A. No Action: As the actual documented instances of Leelanau County septic systems causing illness in the modern era is rare, there is an argument that any additional regulation is unnecessary. If the only requirement were to act to address any existing problems, then this action would be appropriate. But with the requirement to **prevent** disease also being paramount, the question becomes whether additional requirements at the county level are a reasonable action.

B. Additional Testing to determine if local action is required: There are two basic water testing methodologies that could be used to determine if there are water contamination problems, and where they occur.

- i) Culturing of contaminants or indicators: this has been the historical methodology. Either actual pathogens (such as ecoli) or indicator bacteria (such as bfragilis or btheta) are sampled from water sources and attempted to be cultured to determine if they are prevalent in the sample and in what concentrations. This has been determined to be the most accurate

methodology and most closely linked to actual pathogens, but suffers from lack of human specificity (that the contamination comes from human sources) and high cost/time.

ii) Quantitative Polymerase Chain Reaction (qPCR) of indicator bacteria: this has been the focus of more recent methodology, as it is much cheaper, faster, and can be more specific to human contamination, but has not been as closely linked to actual pathogens and levels of actual contamination.

qPCR Problems: While there are many new studies and research papers focused on using qPCR to identify contamination in water sources, there are also many documented problems with using this new methodology. These problems primarily result from the fact that qPCR measures DNA markers of indicator bacteria, which means that the bacteria cells must be dead and the DNA separated from the rest of the cell in order for their DNA to be available to be found - as opposed to culturing living cells indicative of the potential to cause live pathogen transfer.

1. Cultivated B theta compares favorably with actual pathogens as a indicator of fecal pollution, while molecular measurements of B theta do not.

GLOBAL WATER PATHOGEN PROJECT PART FOUR. MANAGEMENT OF RISK FROM EXCRETA AND WASTEWATER PERSISTENCE OF PATHOGENS IN SEWAGE AND OTHER WATER TYPES

Heather Murphy Temple University , Philadelphia, United States

See Tables 2 and 5, taking note of cultivated B theta vs molecular measurements as indicated by the footnotes.

2. Molecular testing for various *Bacteroides* DNA markers were strongly found in not only raw human waste, raw sewage, and raw septage, but also in septic effluent, secondary sewage effluent, and final treated sewage effluent, in multiple studies in multiple locations (45 published studies). **DNA markers are found even after proper sewage or septic treatment - and are therefore not indicative of a “failed” system.**

Current Status of Marker Genes of Bacteroides and Related Taxa for Identifying Sewage Pollution in Environmental Waters

Warish Ahmed, Bridie Hughes and Valerie J. Harwood

See tables S1 - S10 in the Supplementary Materials, pages S1-S4

3. “Thus currently qPCR can be used a tool to monitor loading and physical removal or dilution but cannot be used to address viability.”

Escherichia coli, enterococci, and Bacteroides thetaiotaomicron qPCR signals through wastewater and septage treatment

Sangeetha Srinivasan, Asli Aslan, Irene Xagorarakis, Evangelyn Alocilj, Joan B. Rose , 2011

See Page 10, paragraph 3. “One key limitation of qPCR methods is the inability to differentiate between live and dead cells and we found significant difference between qPCR and cultivable levels of *E. coli* and enterococci following disinfection (chlorination).” **Note Joan B Rose as contributing author.**

4. Problems with the MSU Study of Michigan Rivers: Linking fecal bacteria in rivers to landscape, geochemical, and hydrologic factors and sources at the basin scale

Marc P. Verhoughstraetea, Sherry L. Martin , Anthony D. Kendall , David W. Hyndman , and Joan B. Rose. **Note Joan B Rose as contributing author.**

A. The Study included misleading statements. “Nine rivers (14% of sites) exceeded the US Environmental Protection Agency (USEPA) suggested *E. coli* criterion for safe contact.” (pg 2, Study).

The EPA requires states to set the actual Recreational Water Quality Criteria (RWQC) - which may be the EPA suggestion, or the EPA suggestion modified to reflect site-specific conditions and be scientifically defensible. Michigan did modify the EPA suggested criteria, and the EPA approved the actual RWQC set by Michigan at 300 *E coli*/100 ml 30 day Geometric Mean for May 1 - October 31 Total Body Contact, and 1000 *E coli*/100 ml Partial Body Contact all year. Under the actual RWQC, ALL of the tested rivers in the Study met the actual safety standard.

B. "A Michigan Health Department reported a 26% on-site wastewater failure rate during time of sale or transfer inspections that discharged an estimated 65,000 gallons of untreated fecal waste each year to nearby water bodies." (pg 3, Study).

The actual Barry/Eaton District Health Department (BEDHD) report, however, does not mention any such 65,000 gallons, nor does the report use the term "untreated fecal waste". Both statements were derived by the MSU Study's authors. Both the Study and the BEDHD report confuse the terms "sewage", "septage" and "septic tank effluent". Sewage is the wastewater and excrement that flows from a house. Septage is the combined contents of a septic tank. Septic tank effluent is the partially treated, mostly solid-free output from a septic tank which is sent to a distributed treatment system (drain field, drywell, etc) for final treatment and return to the natural environment. The BEDHD report showed an overall 26% of the sites having a "sewage" failure condition, but this % actually included all sewage, septage, and distributed treatment system failures. The BEDHD report did not break down the failures by type of waste being discharged, therefore it can not be determined how much was untreated or partially treated waste. The MSU Study author's misquoted the BEDHD, and perpetuated the confusion of terms.

C. "The ratio of average annual WWTP effluent to measured baseflow was calculated using annual averages of WWTP discharge and field measurements: thus values greater than 100% were possible - and any watersheds exceeding 100% were removed from calculations." (Supporting Information pg 1).

The quoted language in the supplemental material is not correct, as admitted by the lead author.

D. Various other studies have shown sediment allows enteric bacteria to survive for months in an aquatic environment, and that sediment can act as a reservoir for later bacteriological contamination (*Indicator Bacterial Survival in System Sediments - Brett Sherer, et al*).

The last ten years of Combined Sewer Overflow & Sanitary Sewer Overflow Reports by the MI DEQ show an average overflow of 31.9 **billion** gallons per year of untreated or partially treated sewage discharge statewide. Despite this massive loading of bacteria by WWTPs, and the retention of bacteria in sediment acting as a sink or bank for recontamination, the MSU Study's authors admit that this reservoir action was not taken into account.

E. "Effects of wastewater treatment plant (WWTP) effluent on microbial water quality were examined using multiple approaches (see Supporting Information for details), and it was ultimately determined that WWTP were not a driving factor of microbial water quality in the studied watersheds. Future analysis of the seasonal efficacy of WWTP could improve the understanding of wastewater impact on water quality by quantifying effluent discharge contributions in key urban areas."

Unfortunately, the Study's authors either didn't know or chose to ignore that WWTPs are already required to report to the MDEQ all known leaks and overflows. As stated in item D. above, the last ten years of these reports show an average of 31.9 **billion** gallons per year of untreated or only partially treated sewage discharged to the environment statewide. In the the BEDHD 10 year Report referenced in the MSU Study, the statewide discharge from septic systems with operational problems is **estimated** at 11.3 billion gallons per year -- compared with the **documented** 31.9 billion gallons per year of WWTP overflow (this is just the documented amounts, with the unreported leaks and discharges from leaky sewer pipes (exfiltration) has been estimated at between 11% and 25% of total sewage volume [https://www.mswmag.com/online_exclusives/2019/04/sewer-exfiltration-the-leaking-enemy_sc_00125], so

the actual WWTP environmental impact is no doubt even higher). Based on the documented WWTP overflow amounts, the Study conclusion that WWTPs were not a driving factor of microbial water quality, based solely on statistical analysis, is highly questionable.

F. “Previous studies from Michigan demonstrated that B. theta concentrations in untreated sewage averaged 7.2 log₁₀ CE/100 mL and were reduced by 3.1 logs through secondary treatment before discharge (66)”. *Supporting Information*, at the end of the third paragraph

This citation (66) is shown in the footnotes as referring to “66. Hamilton SK, Bruesewitz DA, Horst GP, Weed DB, Sarnelle O (2009) Biogenic calcite–phosphorus precipitation as a negative feedback to lake eutrophication. *Can J Fish Aquat Sci* 66(2):343–350.” Unfortunately, this reference has nothing to do with Btheta or sewage. This was an error in the footnotes.

Overall, I was personally disappointed in the robustness and completeness of the MSU Study.

C. Time of Sale (TOS) Inspection Ordinance: This option has been used in other counties, and is currently in use by some townships in the County. This option requires inspection of properties when they are sold. Problems identified are as follows:

- i) Only properties sold are inspected. It takes a long time (if ever) to inspect all suspected problem properties.
- ii) It is expensive. All properties being sold are inspected, even those at low risk of being a public health risk.
- iii) It delays sales. It takes time to schedule, complete, and document inspections.
- iv) It undermines confidence in government. Because of its questionable cost benefit, even some locations that have used it have canceled participation.

D . Mandatory Pumping: This option sets a schedule in which all properties with septic systems must be pumped. This requires pumping when it may not be needed, and therefore is an expensive one-size-fits-all approach that is a hard sell to homeowners.

E. Mandatory Inspections: This option requires properties to be inspected on a set interval. Problems include inspecting properties at low risk of a public health risk, thereby increasing costs overall for all homeowners.

F. Mandatory Reporting of Maintenance: This option requires reporting of any maintenance on septic systems, such as pumping or inspections, but doesn't require them to be done.

G. Overlay Districts: This is an area restricting option, which only requires one of the above options to be implemented within a specified area, rather than a whole governmental unit (such as is used in zoning).

5 . Proposed Option: This is my personal recommendation: While there is no documented health problems with septic systems in Leelanau County, the prevention of potential problems is a valid public health concern. But because there is no documented septic problems, it is reasonable to limit any action only to those septic systems where the risk of a public health problem is highest. Based on where those rare septic contamination problems HAVE occurred, this would be areas with the likelihood of rapid transfer of pathogens into the environment -- which in Leelanau means saturated soils (below the water table). I would propose a combination of some of the above sections of item 5. I would propose requiring mandatory reporting of all septic maintenance by licensed providers (repairs, pumping and inspections) to the Health Dept. This would provide valuable data for public

health consideration, including any potential problems noted by the maintenance provider, at a very small cost to the Health Dept. and maintenance providers. I would also require mandatory inspection of properties on a schedule of every 5-7 years, but only those properties whose home is located within a specified distance of a lake or stream (100 feet?). These could be identified by GIS review of properties to identify those within the specified distance of a lake or stream, and then having the mandatory inspection performed and reported to the Health Dept. by the same providers currently authorized under the TOS ordinances. This limits the inspections to only those most at risk of causing a public health problem. The homeowners would be required to pay for these inspections. Because any problem systems identified would require usually expensive repairs, I would revise the current Leelanau County Environmental Health Regulations to have the mound system requirements be no more strict than the state requirements. This would allow mound systems to be built anywhere there is at least 2 feet of existing soil above the water table, and allow enough proper fill to insure a 4 foot vertical isolation distance above the water table. I would also specifically allow both composting and incinerating systems (which discharge NOTHING into the home's ground water), in addition to any Alternative Systems approved by the Health Department. Both of these options would provide cheaper options to homeowners facing expensive repairs to deficient systems found by the new regulations. While I realize that this proposal would not satisfy everyone, it does move us in the right direction. I would suggest that this proposal be implemented as a pilot program, with a review annually for a two year period. I freely admit to stealing many of these ideas from the Tip Of The Mitt Watershed Council

(https://www.watershedcouncil.org/uploads/7/2/5/1/7251350/the_septic_question_report-final-web2_5.pdf). I look forward to a open discussion of this proposal. I apologize for the length of this document.

Tony Ansorge

EXECUTIVE DOCUMENT SUMMARY

Department: County Clerk Contact Person: <u>M. Crocker, County Clerk</u> Telephone No.: <u>231/256-9824</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: <u>December 8, 2020</u> <input checked="" type="checkbox"/> Regular Session: <u>December 15, 2020</u>

Source Selection Method	VENDOR: _____
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Cost Allocation</u>	Address: _____ Phone: _____

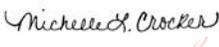
Budgeted Amount: <u>\$0.09 / \$0.295</u>	Contracted Amount: <u>n/a</u>
--	-------------------------------

Document Description	
<input type="checkbox"/> Professional Service	<input checked="" type="checkbox"/> Other <u>Additional Revenue</u>

Request to Waive Board Policy on Bid Requirements

Vehicles owned by the County are charged a per mile fee for use. Currently the charges are \$0.09 for vehicles that have over 80,000 miles and \$0.295 for vehicles under 80,000 miles. We are requesting an increase from \$0.09 to \$0.10 and \$0.295 to \$0.30 per mile to help offset increased costs of vehicles being purchased. The last adjustment to the rate was 2013.

Suggested Recommendation: I move to recommend to the Board of Commissioners to approve an increase in the mileage charge for county vehicle use to \$0.10/mile for vehicles with mileage over 80,000 miles and \$0.30/mile for vehicles with mileage under 80,000. This to be effective January 1, 2021.

Department Head Approval:  Digitally signed by Michelle L. Crocker
Date: 2020.12.01 13:37:49 -05'00' Date: _____

EXECUTIVE DOCUMENT SUMMARY

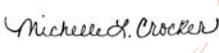
Department: County Clerk Contact Person: <u>M. Crocker, County Clerk</u> Telephone No.: <u>231/256-9824</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: <u>December 8, 2020</u> <input checked="" type="checkbox"/> Regular Session: <u>December 15, 2020</u>

Source Selection Method	VENDOR: _____
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>State Contract</u>	Address: _____ Phone: _____

Budgeted Amount: _____	\$22,562.00	Contracted Amount: _____	n/a
------------------------	-------------	--------------------------	-----

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Additional Revenue</u>

<input type="checkbox"/>	<p>Request to Waive Board Policy on Bid Requirements</p> <p>The Michigan Department of State Police has notified the Leelanau County Sheriff's Office that an additional \$2,000,000.00 is being allocated to the Secondary Road Patrol Grant and the County's share is \$7,702.00. Contract paperwork was submitted by November 15, 2020, with original signatures for the deadline to request the additional funding be allocated to Leelanau County. There will be no additional expenses to the program added to the Secondary Road Budget, only an increase in State revenue.</p>
Suggested Recommendation:	I move to recommend to the Board of Commissioners to approve the supplemental appropriation from the Department of the State Police for Secondary Road Patrol funding in the amount of \$7,702.00, amending General Fund revenue #101.000.000.543.001 to \$30,264.00.

Department Head Approval:  Digitally signed by Michelle L. Crocker
Date: 2020.12.01 13:37:49 -05'00' Date: _____



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

October 16, 2020

Sheriff Mike Borkovich
Leelanau County Sheriff's Office
8525 East Government Center Drive
Suttons Bay, MI 49682

Dear Sheriff Borkovich:

Our office has been notified that a supplemental appropriation in Secondary Road Patrol funding for the current fiscal year (ending September 30, 2021) has been approved by the Legislature and the Governor. This correspondence is to notify all counties that due to this action, your allocations for FY21 have been increased.

An additional \$2,000,000 is being allocated to the program. Your county's share of the increased funding is \$7,702.00. The amount is based on your county's annual allocation percentage.

Please complete the enclosed Contract Adjustment Request form including the narrative section, detailing how the additional funds listed above will be spent on Secondary Road Patrol activity. Any equipment items to be purchased must be identified on the Contract Adjustment Request form in the narrative section. The Contract Adjustment Request form is also available in electronic form on the Secondary Road Patrol website at www.michigan.gov/ohsp-srp, click on SRP forms. The Contract Adjustment form must be returned to OHSP by **November 15, 2020**. The additional funds cannot be released until the completed form is received by OHSP. Mail the original with original signatures and **also** email a copy to MSP-SRP@michigan.gov.

You will receive a signed revised contract by mail when the funds are approved. All previous contract conditions and reporting requirements included in the original 2021 contract remain in effect for the additional funds.

If you have any questions, please email UptonE1@michigan.gov.

Sincerely,

Michael L. Prince, Director
Office of Highway Safety Planning

Enclosure

SECONDARY ROAD PATROL AND TRAFFIC ACCIDENT PREVENTION PROGRAM CONTRACT ADJUSTMENT REQUEST

1. County

Leelanau

2. Sheriff

Mike Borkovich

3. Address

8525 East Government Center Drive

4. City

Suttons Bay

5. State

Michigan

6. Zip Code

49682

7. OHSP Contract No.

50555-21

8. Date of Request

10/31/2020

**9. The following change, amendment, or adjustment to the referenced contract is requested
 (Provide explanation of changes. If equipment is being purchased, please list it in detail here):**

Additional personnel wages and related benefits

Budget Category	Expenditures To Date	Approved Budget	Requested Revision	Revised Budget Totals
Personnel	13,988.00	98,451	7,527	105,978
Automotive	154.00	14,375	0	14,375
Equipment	0.00	0	0	0
Operating Expenses	49.00	2,110	175	2,285
Indirect Costs				0
TOTAL	14,191.00	114,936	7,702	122,638

Prepared By:

Name

Steve Morgan

Title

Undersheriff

Telephone

(231)256-8602

Authorized By:

Sheriff

Mike Borkovich

Signature



Date

11/10/2020

Financial Officer

Michelle L. Crocker

Signature



Date

11/10/2020

OHSP Authorization

Signature

Date

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Emergency Mgt./911</u> Contact Person: <u>Matt Ansorge</u> Telephone No.: <u>(231) 256-8775</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: <u>12/08/2020</u> <input checked="" type="checkbox"/> Regular Session: <u>12/15/2020</u>
Source Selection Method	VENDOR: <u>Fraternal Order of Police Labor C</u> Address/ <u>1457 East 12 Mile Rd</u> <u>Madison Heights, MI 48071</u> Phone: <u>(248) 607-9098</u>
<input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 0.00
------------------------	---------	--------------------------	---------

Document Description	
<input checked="" type="checkbox"/> Amendment	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

The Fraternal Order of Police Labor Council has proposed a **Letter of Understanding to amend Article XII: Hours of Work and Overtime** of the current labor contract between Leelanau County and the 9-1-1 Dispatchers. This Letter of Understanding directly addresses the coverage of four hours on a given shift when the Swing Shift person is unable to cover that period of time for any reason.

Part of the labor contract with the 9-1-1 Dispatchers outlines an eighty-hour (80 hr.) work period as opposed to a forty-hour (40 hr.) work week prior to the contract. When 9-1-1 Dispatchers work the twelve-hour (12 hr.) shift rotation, that affords one "short day" of eight hours (8 hrs.) within the pay period. The Swing Shift person is scheduled to cover those 4 hrs. vacated by the short day. If the Swing Shift is unable to cover these 4 hrs., the contract already specifies the dispatcher working the short day has first choice to cover those 4 hrs. If that dispatcher declines to work those hours, the overtime is passed along according to the contract to the other eligible dispatchers. If no one volunteers to cover those 4 hrs., then someone will be forced to cover by the Director. More often than not, forcing by lowest seniority will make the person on an adjoining shift work sixteen hours (16 hrs.) in a row instead of forcing the person working their short day to work twelve hours (12 hrs). This Letter of Understanding will force the dispatcher working the short day to work a normal twelve hour (12 hr.) shift instead of forcing another dispatcher to work sixteen hours (16 hrs.) in a row.

This Letter of Understand was reviewed and approved by our legal counsel. It was also voted upon and accepted by the majority of dispatchers. The Director and Deputy Director are in full support of this Letter of Understanding as well.

Suggested Recommendation: I recommend to the Leelanau County Board of Commissioners to accept the Letter of Understanding from the Fraternal Order of Police Labor Council as presented and allow the Board Chairman to sign it into effect on December 15, 2020, and expire on December 31, 2021.

Department Head Approval:  Digitally signed by Matt Ansorge
 Date: 2020.11.25 15:37:30 -05'00' Date: 11/25/2020

LETTER OF UNDERSTANDING
BETWEEN
COUNTY OF LEELANAU
AND THE
FRATERNAL ORDER OF POLICE LABOR COUNCIL

Re: ARTICLE XII HOURS OF WORK AND OVERTIME

The Fraternal Order of Police Labor Council and the County of Leelanau agreed to modify **ARTICLE XII HOURS OF WORK AND OVERTIME 12.1 Work Schedule. (E) Shift Assignments**

If the swing shift cannot cover a short day (4) four-hour block, due to vacation or covering for another employee, that (4) four hours will be posted for overtime (OT). Overtime (OT) will be filled according to the overtime (OT) policy. If no other dispatcher signs up for a short day scheduled prior to it becoming unscheduled, the dispatcher whose short day was up for overtime will be required to work the (4) four-hours corresponding with their (8) eight-hour shift.

This Letter of Understanding shall expire on December 31, 2021. Notwithstanding any contrary provision, either party may terminate the Letter of Understanding upon sixty (60) calendar days prior written notice. This Letter of Understanding is effective December 15, 2020.

William J. Bunek, Chairperson Date
Leelanau County Board of Commissioners

Paul D. Postal Jr. Date
FOPLC Business Agent

**ARTICLES OF INCORPORATION
OF
THE NORTHWEST REGIONAL AIRPORT AUTHORITY**

THESE ARTICLES OF INCORPORATION are adopted by the Counties of Leelanau and Grand Traverse, Michigan for the purpose of creating, establishing, and incorporating a Regional Airport Authority under Act 95, Public Acts of Michigan, 2015, as amended.

ARTICLE I - NAME AND OFFICE

The name of the Authority is the “Northwest Regional Airport Authority,” hereinafter sometimes referred to as the “Authority.” The principal office of the Authority shall be located at 727 Fly Don’t Drive, Traverse City, Michigan 49686.

ARTICLE II - INCORPORATING GOVERNMENTAL UNITS

The incorporating and creating municipal corporations of this Authority are the Counties of Leelanau and Grand Traverse, Michigan (the “Counties”).

ARTICLE III - PURPOSE

The purpose of the Authority is to plan, promote, extend, maintain, acquire, purchase, construct, improve, repair, enlarge, and operate all airports and airport facilities under the operational jurisdiction of or owned by the Authority in accordance with the authorization contained in Act 95, Public Acts of Michigan, 2015, as amended (the “Act”).

ARTICLE IV - POWERS

The Authority shall be a public body corporate with the power to sue or to be sued in any court in the State of Michigan. The Authority shall possess all of the powers now or hereafter granted by the Act, or by any other applicable statute of the State of Michigan and by these Articles, and those powers incident thereto. The enumeration of any powers herein shall not be construed as a limitation upon its general powers unless the context shall clearly indicate otherwise. The Authority may adopt a corporate seal.

ARTICLE V - TERM

The Authority shall continue in existence perpetually or until dissolved by a two-thirds (2/3) vote of the Leelanau and Grand Traverse Board of Commissioners elect or by law; provided, however, that such Authority shall not be dissolved if such dissolution would operate as an impairment in any respect of any of its contractual obligations.

ARTICLE VI - DISSOLUTION

In the event of dissolution of the Authority, the Airport Property and the debts, liabilities, and obligations of the Authority shall revert back to Grand Traverse County and Leelanau County. The Counties may then seek to operate the Airport to the extent permitted by the laws of the State of Michigan.

A. In the event of dissolution of the Authority, the Airport Property and the debts, liabilities, and obligations of the Authority shall be either:

1. Transferred to another form of governance then lawfully allowed by statute to operate the Airport under such terms and conditions as the parties may agree; or
2. To the extent permitted, transferred to the Counties if the Airport permanently ceases operation as an airport as approved and directed by the Federal Aviation Administration or the Michigan Department of Transportation – Aeronautics.

B. Any liability resulting from the dissolution of the Authority not assumed by another form of governance for operation of the Airport shall be divided by the Counties as follows:

1. 85% Grand Traverse County;
2. 15% Leelanau County.

C. Any transfer of governance or transfer to the Counties resulting in profits after satisfying all liabilities, which are approved for distribution to the Counties by the Federal Aviation Administration and consistent with any existing obligations of the Authority, shall be divided by the Counties as follows:

1. 85% Grand Traverse County.
2. 15% Leelanau County.

D. If no agreement as to disposition under A.1 is reached within six (6) months after dissolution, an advisory board shall be appointed by Grand Traverse County and Leelanau County to recommend the form of governance and the terms and conditions for transfer of the Airport Property and debts, liabilities, and obligations of the Authority. The board shall consist of three (3) members appointed by Grand Traverse County and two (2) members appointed by Leelanau County, which shall prepare and recommend to the County Commission of each County a complete plan for the disposition of all property acquired or operated under this Agreement, which plan shall be adopted by Grand Traverse County and Leelanau County unless either County files an action with the 13th Circuit Court seeking a declaration that the plan for disposition is invalid or otherwise not permitted.

ARTICLE VII - GOVERNING BOARD

The Authority shall be directed and governed by a Board (the “Board”) consisting of nine (9) members, with three (3) members appointed by the Leelanau County Board of Commissioners and six (6) appointed by the Grand Traverse County Board of Commissioners; provided that no more than two (2) members appointed by the Leelanau County Board of Commissioners may be members of the County Board and no more than two (2) members appointed by the Grand Traverse County Board of Commissioners may be members of the County Board, and one (1) member appointed by the Grand Traverse County Board of Commissioners shall be a non-elected official, resident outside of both Grand Traverse and Leelanau Counties.

All Board members shall be citizens of the United States and shall have experience in aviation, business, accounting, finance, marketing, engineering, law, real estate, economic development, management, environmental science, or other field of value to the operation of the Authority. Full-time paid County employees are not eligible for appointment to the Board.

The terms of office shall be three (3) years; provided that the initial terms shall be staggered as provided in the Act. A member of the Board shall hold office until the Board member’s successor is appointed and qualified, or until resignation or removal.

In the event a member’s appointing body does not appoint a successor prior to the expiration of the member’s term, the member shall continue in office beyond the ending dates

of the term they were appointed for and until such time as may be required for the member's appointing body to renew a term of appointment for the member or select a different member.

Either County may remove a Board member appointed by them for cause. Cause includes a member ceasing to meet qualifications for appointment, failure to attend at least 70% of the meetings of the Board each fiscal year, conviction of a felony or crime involving moral turpitude, breach of fiduciary duty to the Authority, having a conflict of interest, being in default to the County, and other conduct as specified in the bylaws of the Authority for which the Board may recommend removal by the County.

ARTICLE VIII - VACANCY

If a member of the Board is removed or is unable to complete the term of office, a successor shall be appointed in the same manner as the original appointment to complete the term. In the case of the temporary absence or disability of any officer elected by the Board, the Board may appoint another member temporarily to act in that officer's stead except that in the event of the temporary absence or disability of the Chair, the Vice-Chair shall so act and in the event of the temporary absence or disability of the Secretary/Treasurer, the Chief Executive Officer/Chair may appoint another to act in the Treasurer's stead.

ARTICLE IX - MEETINGS

The Board shall adopt a schedule of regular meetings and adopt a regular meeting date, place, and time. The Board shall meet not less than once per quarter. A special meeting of the Board may be scheduled as provided in the Board's bylaws, but the Chair shall call a special meeting upon request of at least **three (3)** members of the Board.

The Board shall have the right to adopt rules and bylaws governing its procedure which are not in conflict with the terms of the Act, any statute of the State of Michigan, or of these Articles of Incorporation.

ARTICLE X - BOARD AND OFFICER DUTIES

The Board shall annually elect a Chair, a Vice-Chair, a Secretary/Treasurer, and such additional officers of the Board as the Board considers necessary. Such officers shall be members of the Board. The Chair of the Board shall be the presiding officer. Except as otherwise provided, the Chair shall not have any executive or administrative functions other than as a member of the Board. In the absence or disability of the Chair, the Vice-Chair shall perform the duties of the Chair. The Secretary shall be the recording officer of the Board.

The Board shall appoint a Chief Executive Officer who shall be an ex officio member of the Board without vote and who shall serve at the pleasure of the Board. In addition to the powers conferred upon the Chief Executive Officer by the Act, the Board may delegate in its bylaws such other and further duties as it sees fit. Except for those powers conferred upon the Chief Executive Officer by the Act, the Board may withdraw from the Chief Executive Officer any power that the Board has delegated.

The Chief Executive Officer shall appoint a Chief Financial Officer who shall be the Treasurer of the Authority. The Treasurer shall be custodian of the funds of the Authority. All moneys shall be deposited in a bank or banks, to be designated by the Board.

ARTICLE XI - AUDIT COMMITTEE

The Board shall appoint an audit committee consisting of at least two (2) members of the Board. The audit committee shall meet not less than annually with the Chief Financial Officer, the Chief Executive Officer/Airport Director, and the independent auditors of the Authority to review reports related to the financial condition, operations, performance, and management of the Authority and airport(s). The audit committee, Chief Executive Officer, and Chief Financial Officer shall prepare an annual report related to the financial condition, operations, performance, and management of the Authority and airport(s) and present it to the Leelanau County and Grand Traverse County Boards of Commissioners.

ARTICLE XII - FISCAL YEAR

The fiscal year of the Authority shall commence on the first day of January in each year and shall end on the 31st day of December of the same year, unless otherwise determined by the Board.

ARTICLE XIII - INDEBTEDNESS OF THE AUTHORITY

The Authority shall not incur indebtedness pledging, on a parity basis, any revenues from airport facilities that are otherwise pledged to secure any obligation, note, bond, or other instrument of indebtedness for which the full faith and credit of a County has been pledged, unless the Leelanau County and Grand Traverse County Board of Commissioners first approve the issuance of such indebtedness by resolution.

ARTICLE XIV - GRANTS IN AID

The Authority shall have the power to apply for and accept contributions, capital, grants,

gifts, donations, services, or other financial assistance from any source including the United States of America or any agency or instrumentality thereof, or from the State of Michigan or any agency or instrumentality thereof and enter into such agreements as may be necessary to accept such Grants in Aid.

ARTICLE XV – BUDGET

Before the beginning of each fiscal year, the Board shall prepare a budget containing an itemized statement of the estimated current operational expenses and the expenses for capital outlay including funds for the operation and development of the airport(s) under the jurisdiction of the Board, and the amount necessary to pay the principal and interest of any outstanding bonds or other obligations of the Authority maturing during the ensuing fiscal year or which have previously matured and are unpaid, and an estimate of the revenue of the Authority from all sources for the ensuing fiscal year. The Board must adopt its budget in accordance with the requirements of the Uniform Budgeting and Accounting Act, 1968 PA2, MCL 141.421 to 141.440a., as amended.

ARTICLE XVI – CONVEYANCE OF AIRPORT PROPERTY

Grand Traverse County and Leelanau County shall, upon **the Authority receiving an operating certificate from the FAA**, convey by quit claim deed for the sum of one dollar (\$1.00), all Airport Property as identified on the Airport's Exhibit A, to the Authority, it being expressly understood that such conveyance shall incorporate all of the provisions pertaining to certain rights, licenses, privileges, responsibilities, and grants from the United States Department of Transportation, Federal Aviation Administration, and the Michigan Aeronautics Commission. The Authority shall accept title to the Airport Property as is and shall assume responsibility for the correction of any defects in title.

ARTICLE XVII - ZONING

Within 180 days of **the Authority receiving an operating certificate from** the FAA, the Authority will create a Northwest Regional Airport Authority Zoning Board with jurisdiction over zoning of **the Airport as defined by the Act** that will consist of seven (7) members. Four (4) members shall be selected by the Authority, one (1) member shall be selected by East Bay Township, one (1) member shall be selected by Garfield Township, and one (1) member shall be selected by the City of Traverse City. The Authority shall adopt an ordinance, **consistent with the Act**, regulating the use and development **of the Airport**.

ARTICLE XVIII – EMINENT DOMAIN

The Authority may not exercise the power of eminent domain or institute condemnation proceedings under Section 143 of the Act except upon approval of both the Grand Traverse County Board of Commissioners and the Leelanau County Board of Commissioners.

ARTICLE XIX – VOTING REQUIREMENTS

A. Unless otherwise provided by law, these Articles of Incorporation, or bylaws adopted by the Board, all questions which arise at a meeting of the Board may be determined by the votes of a majority of members present, except for those items enumerated in Section B. below.

B. The following actions of the Board require a two-thirds (2/3) vote of the members appointed and serving:

1. Acceptance or conveyance of the operational jurisdiction of another publicly owned airport;
2. Commitment of revenues of the Authority for the payment of indebtedness;
3. Adoption of ordinances; and
4. Removal of the Chief Executive Officer.

ARTICLE XX - DISPUTE RESOLUTION

In the event that one or both of the Counties do not approve a request by the Authority required to be approved by the Counties, the Counties shall meet jointly with the Authority within 30 days along with a neutral third-party mediator to resolve the dispute. In the event that a dispute regarding the exercise of eminent domain is not resolved, an action shall be filed in the 13th Circuit Court seeking a declaration by the Court of whether the proposed acquisition is necessary to accomplish a public purpose. For all other disputes, the parties shall submit the matter to a case evaluator for case evaluation pursuant to the Michigan Court Rules. The case evaluator shall render an opinion within 30 days of the submission of the dispute, which opinion shall be binding.

ARTICLE XXI – EFFECTIVE DATE

The Authority shall become effective upon the filing of certified copies of these Articles with the Secretary of State, as required by the Regional Airport Authority Act.

ARTICLE XXII – ADOPTION AND AMENDMENTS

These Articles of Incorporation shall be adopted and may be amended by an affirmative vote of the majority of the Leelanau County Board of Commissioners and the Grand Traverse County Board of Commissioners elect.

ARTICLE XXIII - PUBLICATION AND FILING

Upon adoption of or amendment to these Articles of Incorporation, a printed copy of the Articles of Incorporation or the Amended Articles shall be published once in a newspaper of general circulation within each County and shall be filed with the Office of the Great Seal of the State of Michigan within 30 days of adoption.

The foregoing Articles of Incorporation were adopted by the Leelanau County Board of Commissioners in 8527 E. Government Center Dr., Suttons Bay, Michigan, at a meeting duly held on <DATE> and by the Grand Traverse County Board of Commissioners in 400 Boardman Avenue, Traverse City, Michigan at a meeting duly held on <DATE> .

DRAFT