NOTICE OF MEETING

The Executive Board of Commissioners Meeting of the Leelanau County Board of Commissioners will be held on Tuesday, December 10, 2019, at 9:00 a.m. in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan

(Please silence 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:

• Administrator Update

APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS

PUBLIC COMMENT


ACTION ITEMS

1. Airport Governance Model Update. 2-34
2. Sheriff’s Office – Establishment of Marine Division Donation Line Item, Request to Pursue Donations. 35
4. Emergency Management –
   a. Verizon Tower Proposal Review and Discussion. 36-38
   b. Renewal of Hazard Mitigation Plan. 39-40
6. Senior Services –
   a. Acceptance of BASA Contribution. 41
   b. BATA (Bay Area Transportation Authority) Partnership Update.
7. Planning/Community Development – Approval of 2020 State Remonumentation Grant. 42-58
8. Parks and Recreation Commission –
   b. Update on Request for Matching Funds for MDNR Grant.
9. County Clerk –
   a. Year End Budget Amendments, under separate cover.
   b. Records Preservation, under separate cover.
   c. Daytime Travel Policy, under separate cover.
10. Administration –
    b. End of the Year Special Session Reminder.
    c. MMRMA Contract Renewal. 59-64
    d. 2020 Copy Machine Maintenance Renewal Agreements, Netlink Business Solutions. 65-66
    e. Lake Leelanau Special Assessment District Update.
    f. Early Childhood Millage Update/Options, no handout.
    g. Administrator Evaluation, no handout.
    h. Potential Approval of Labor Contracts –
       i. Michigan Fraternal Order of Police Labor Council (Dispatchers).
       ii. Michigan Fraternal Order of Police Labor Council (Corrections Officers).

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
From: Douglas DeYoung, Chair, Airport Governance Advisory Committee  
To: Bill Bunek, Chair, Leelanau County Board of Commissioners  
Re: Final AGAC Report and Recommendation  
Date: November 19, 2019

Dear Mr. Bunek:

As Chair of the Northwestern Regional Airport Commission, I hereby submit the enclosed report and recommendation to the Leelanau County Board of Commissioners for your review and consideration.

The AGAC was established on March 19, 2019 by the NRAC and was tasked to review the current governance model of the Cherry Capital Airport (TVC) and investigate other options, including the feasibility of transitioning to a regional Airport Authority.

The members of the AGAC were selected by the Chair of the NRAC and approved by the NRAC and included members that were recommended for appointment by Grand Traverse County and Leelanau County to research and review airport governance models, determine the optimal one, and assist with coordination among County governments and administrative bodies to advance any changes deemed necessary for the operation of the Cherry Capital Airport (TVC).

Over the past six months, the AGAC held monthly, open meetings where the Committee and community heard from industry professionals, airport administration officials, legal counsel, and community stakeholders on the topic of airport governance. At its September meeting, the AGAC invited members of the public and state and local officials to attend to provide feedback on the Airport’s governance model. The AGAC’s final report includes the culmination of research, stakeholder engagement, public feedback, and a final recommendation from the Committee members on the operation of the Cherry Capital Airport to move to an Authority governance model.

I ask that you please review the AGAC final report for consideration.

Sincerely,

 Douglas DeYoung  
Chair  
Northwestern Regional Airport Commission
Northwestern Regional Airport Commission
Cherry Capital Airport

Airport Governance Advisory Committee:

Final Report of Governance Review and Recommendation for an Authority

Submitted by the AGAC to the NRAC

AGAC Members:
- Mr. Douglas DeYoung, Chair, NRAC
- Mr. Mike Coco, Commissioner, NRAC
- Mr. Kevin Klein, Airport Director, NRAC
- Mr. Robert Hentschel, Chair, Grand Traverse County
- Mr. Gordon LaPointe, Commissioner, Grand Traverse County
- Mr. Nathan Alger, Administrator, Grand Traverse County
- Mr. William Bunek, Chair, Leelanau County
- Ms. Debra Rushton, Commissioner, Leelanau County
- Mr. Chet Janik, Administrator, Leelanau County

October 29, 2019
## Table of Contents

**Executive Summary**
- History and Background ........................................... 1
- Goal and Purpose .................................................. 1
- Summary of Meeting and Topics ................................... 2
- Final Recommendation ............................................ 4

**History & Background** ............................................... 5

**Purpose & Goal of the Committee** ................................ 6

**AGAC Research and Key Findings** ............................... 7
- Conditions of the Joint Operating Agreement .................. 7
- Current Agreement Deficiencies .................................. 8
- Airport Governance in Michigan .................................. 9
- Airport Governance Nationally .................................... 13
- FAA Governance Process .......................................... 16
- Advantages and Disadvantages to Commission Model and Authority Model ........................................... 17
- General Benefits of a Regional Airport Authority ............. 20
- AGAC Meetings and Discussions - Summary .................. 21

**Stakeholder Values Input/Feedback** ............................. 23

**Recommendation** .................................................... 26
Executive Summary

This document represents the Final Report submitted to the Northwestern Regional Airport Commission (NRAC) from the Airport Governance Advisory Committee (AGAC), an ad-hoc committee formed by the NRAC for the explicit purpose of 1) reviewing the governance model of the Cherry Capital Airport (TVC or Airport), 2) researching and investigating the various models of governance available to TVC, and 3) recommending the governance model most beneficial to the Airport, its stakeholder community, and the region at large.

History and Background
The Cherry Capital Airport is operated by the Northwestern Regional Airport Commission on behalf of the Airport’s two (2) owners, Grand Traverse County and Leelanau County. Currently, the NRAC is undertaking an ongoing strategic planning process to review its operations, policies and procedures, and strategic goals. Part of the strategic planning process includes the review of the governance model of the Airport.

On September 25, 2018, the NRAC instructed its strategic planning consultant, Steven Baldwin Associates (SBA), to continue research on the Authority model of airport governance as part of the ongoing strategic planning initiative being undertaken by the Commission. In December of 2018, as part of the effort to evaluate a governance model appropriate for TVC, it was decided by the NRAC that an ad-hoc committee of the NRAC would be created to serve in an advisory capacity for this effort.

At the beginning of 2019, the NRAC decided to formally explore the feasibility and advisability of forming a regional Airport Authority under Public Act 95 of 2015 (Act 95) as the governing model for the Airport. As a result, Airport management requested that the two owner Counties appoint representatives to serve on an exploratory governance advisory committee. Subsequently, Grand Traverse County and Leelanau County each appointed three (3) members to serve on the TVC Airport Governance Advisory Committee (AGAC). At its meeting on March 19th, the NRAC voted to approve the County-submitted appointees, as well as three (3) representatives from the NRAC itself, and the AGAC was officially formed.

Goal and Purpose
The Committee passed its governing Bylaws at its initial meeting in April. As stated in Section 1.1 of its Bylaws, the AGAC’s purpose is as follows:


**Purpose.** The AGA Committee is organized as an advisory only committee as set forth by the NRAC at its regular meeting on March 19, 2019, for the following purposes:

A. Examining whether the governance model for the Cherry Capital Airport should be (1) maintained as is; (2) modified within the framework of the current model; (3) amended to an Authority under Public Act 95 of 2015; or (4) whether to pursue state legislation to enable an authority model tailored specifically to meet the airport’s needs.

B. If changes are determined needed, to prepare a recommendation and report to the NRAC to present to Grand Traverse and Leelanau Counties as to what changes are needed and a recommendation on the necessary documents to accomplish any changes.

This document, the AGAC Final Report, represents the fulfillment of Section 1.1 of the Bylaws as stated above.

**Summary of Meetings and Topics**

On April 30, 2019, the AGAC initiated its structured dialog to discuss governance models in the first of six (6) meetings. All meetings of the AGAC 1) took place in the administrative offices at the Cherry Capital Airport, 2) were open to the public, and 3) included opportunity for public comment. Furthermore, the slide deck from each presentation was placed on the TVC website, [www.TVCAirport.com](http://www.TVCAirport.com), under the “Public Notices” page. All presentations to the AGAC are on that page for public review and downloading, and there is also a comment mechanism for public feedback and input.

The presentations and ensuing dialog at the AGAC meetings have supported the Committee in developing a recommendation for the optimum governance model for the Cherry Capital Airport and the regional community it serves.

A comprehensive range of discussion topics was presented to the AGAC during its meetings, with the topics of the discussion at each meeting listed in Table 1 below:
Table 1. AGAC Topics Reviewed and Discussed by Month

<table>
<thead>
<tr>
<th>Month</th>
<th>Discussion Topics</th>
</tr>
</thead>
</table>
| April    | • The Current Governance Model of NRAC  
• Governance History of the Airport  
• Conditions of the NRAC Governance Agreement  
• Michigan Act 327 of 1945 Chapter VII (specifically, Section 259.126 - 259.136) |
| May      | • Airport Governance Models in Michigan  
• Governance Legislation in Michigan  
• Airport Governance Nationally  
• Governance Trends Nationally  
• Airport Transitions and FAA Sponsor Grant Assurances |
| June     | • Stakeholder Values, Part 1: Community, NRAC, Grand Traverse County, Leelanau County, which was developed through a stakeholder survey  
• Values Discussion re: Zoning & Property  
• Commissions & Authorities, Advantages & Disadvantages from the Airport’s Perspective |
| July     | • Stakeholder Values, Part 2  
• Values Discussion re: Liability, Legal, Debt, Regulatory, and Other Values  
• Commissions and Authorities, Advantages & Disadvantages from the Counties’ Perspectives |
| August   | • TVC Governance Transfer Process  
• Key Documentation Supporting FAA Requirements  
• Process for Reporting Out Findings of AGAC Governance Research and Deliberations to Airport Commission and Counties |
| September| • Public Invitation to Comment  
• Outline of Governance Final Report  
• Schedule of Decision Making and FAA Transfer (if undertaken) |
| October  | (anticipated)  
• AGAC Final Report & Recommendation Submitted to NRAC |
| November | (anticipated)  
• NRAC Review and Resolution to Approve Report and Forward to Counties |
| December | (anticipated)  
• County Study Sessions to Review Final Report and Recommendation |

Over a seven-month period, the Committee reviewed the advantages and disadvantages of governance models allowed under Michigan Compiled Laws (MCL) Chapter 259 Aviation, Aeronautics Code of the State of Michigan. This chapter provides the statutory framework for local government bodies to operate an airport within the State of Michigan. NRAC, under MCL 259.126 through 259.136, is a joint board of Grand Traverse County and Leelanau County, and has the legal authority to operate TVC on behalf of the two Counties through a lease dated February 17, 1999 through September 30, 2040 and an operating agreement dated February 17, 1999 with a term of 50 years.

As a result of the meetings and dialogue, the AGAC has made significant progress in understanding the nature of the current governance model under a Commission and the other governance options.
available to the Airport within the State of Michigan, particularly regarding the Regional Airport Authority model under MCL 259.137 through 259.149 of the Aeronautics Code of the State of Michigan.

Additionally, the AGAC has reviewed the advantages and disadvantages of various models, as well as provided input regarding the values the Committee holds as stakeholders related to key Airport management areas. As a result of robust discussions throughout the meetings on the governance discussion topics, many inquiries from the Committee have been fielded, explained, and answered.

**Final Recommendation**

After a comprehensive review of all governance models available to operate TVC, the Airport Governance Advisory Committee developed this report to detail its findings and offer its final recommendation that:

- the Cherry Capital Airport governance model should be transitioned to a regional Authority model in accordance with MCL 259.137 through 259.149 of the Aeronautics Code of the State of Michigan.

The Committee hereby submits this report to NRAC for adoption, and subsequently requests that the report and its recommendation to move to an Authority governance model be submitted to Grand Traverse County and Leelanau County for further consideration.
History & Background

The Cherry Capital Airport was founded in 1935 at its current location by the City of Traverse City. Since then, the Airport has changed operational oversight multiple times. The first was to the U.S. Government (specifically the Navy) in 1942 for WWII efforts. This was followed in 1949 by a transition back to Traverse City following the conclusion of the war.

By 1971, Traverse City identified the Airport as a regional asset and looked to work with Grand Traverse and Leelanau Counties to help make improvements to the Airport. Later that year, the Northwestern Regional Airport Commission (NRAC) was formed to operate the Airport independently from the City by a regional body with representation from all three public bodies on the Board. Each public body (i.e., the City, Grand Traverse County, and Leelanau County) had an investment in the Airport and agreed to provide support to keep the Airport operational.

In 1990, the City decided to leave the NRAC and conveyed the Airport property to the two Counties. The two Counties subsequently agreed to extend the Airport’s operating lease for 50 years. In 1999, the two Counties and the NRAC entered into a lease and operating agreement. The lease expires on September 30, 2040 and the operating agreement is for a period of 50 years.

In 1995, Leelanau County inquired about alternative governance models (e.g., Authority, Commission, Money Contribution); however, no decision was made at that time to change. Since 1995, the Airport has in essence been operated independently from the Counties by means of an appointed Airport Commission Board (i.e., the NRAC).

In 2017, the NRAC commissioned a strategic planning process to evaluate the Airport on a number of measures to help set the strategic goals of the Airport. As part of that process, the Airport performed a preliminary review of the governance model. The result of this initial review identified that multiple governance options existed for the Airport which could benefit the efficiency and effectiveness of Airport operations.

As noted above, in 2019, the NRAC created a joint ad-hoc committee between Grand Traverse County, Leelanau County, and the NRAC to further explore the Airport’s governance options; the committee was correspondingly named the “Airport Governance Advisory Committee” (AGAC).

Four alternative governance model options were identified for further research and consideration under the Committee:

1. **No Change:** Continue “as is” under the current Commission model with NRAC
2. **Modified Commission:** Keep the Commission model, but with specific changes
3. **Airport Authority:** Create an Authority under Michigan Act 95 of 2015 (MCL 259.137-149)
4. **New Legislation:** Create specific legislation for TVC to form an Airport Authority different from conditions in Act 95
Purpose and Goal of the Committee

The AGAC was formed by the NRAC to serve in an advisory capacity and discuss ongoing research into available governance models for the Airport and to assist with coordination among County governments and administrative bodies to advance any changes deemed necessary for the operation of TVC.

Furthermore, the Committee’s role was to engage in a structured dialogue regarding the current model and the advantages and disadvantages of the Authority model and other models of governance, and ultimately to make a recommendation to the NRAC as to whether it should recommend to the Counties that an Authority model of governance should be adopted.

Per the Committee’s Bylaws passed at the initial NRAC meeting in April, the AGAC’s purpose (as stated in the Bylaws Section 1.1) is as follows:

- **Purpose.** The AGA Committee is organized as an advisory only committee as set forth by the NRAC at its regular meeting on March 19, 2019, for the following purposes:
  
  C. Examining whether the governance model for the Cherry Capital Airport should be (1) maintained as is; (2) modified within the framework of the current model; (3) amended to an Authority under Public Act 95 of 2015; or (4) whether to pursue state legislation to enable an authority model tailored specifically to meet the airport’s needs.

  D. If changes are determined needed, to prepare a recommendation and report to the NRAC to present to Grand Traverse and Leelanau Counties as to what changes are needed and a recommendation on the necessary documents to accomplish any changes.

As stated above, this Final Report document represents the fulfillment of Section 1.1 of the Bylaws.

Members of the Committee included:

- Mr. Douglas DeYoung, Chair, NRAC
- Mr. Mike Coco, Commissioner, NRAC
- Mr. Kevin Klein, Airport Director, NRAC
- Mr. Robert Hentschel, Chair, Grand Traverse County
- Mr. Gordon LaPointe, Commissioner, Grand Traverse County
- Mr. Nathan Alger, Administrator, Grand Traverse County
- Mr. William Bunek, Chair, Leelanau County
- Ms. Debra Rushton, Commissioner, Leelanau County
- Mr. Chet Janik, Administrator, Leelanau County

The Committee meetings were held on a monthly basis from April – October 2019, were open to the public, and included opportunity for public comment at each meeting, including an invitation to the public and state and local government authorities to prove public input at its September 2019 meeting. Additionally, the presentations given at the AGAC meetings have been placed on the [www.TVCAirport.com](http://www.TVCAirport.com) website, on the “Public Notices” page, along with an Airport administrative email address for feedback.
AGAC Research & Key Findings

Since its formation, the Committee has followed a structured dialog process to review the current governance model and alternative options available within the State of Michigan. The information below summarizes the research and findings that were presented to the AGAC, and which the AGAC conducted robust discussions about.

Conditions of the Joint Operating Agreement
The current governance model is an Airport Commission model under Michigan Aeronautics Code 327 of 1945, Section 126. Using this Section of the Aeronautics Code, the City of Traverse City, Grand Traverse County, and Leelanau County established a Joint Operating Agreement forming the Northwestern Regional Airport Commission (NRAC). By establishing a Joint Operating Agreement under Section 126, the parties have delegated their airport governing authority to the NRAC. Subsequently, the City withdrew from the operating agreement and the two Counties entered into an updated Lease and Operating Agreement with the NRAC in 1999. The NRAC is provided the privilege of managing, maintaining, and operating the Airport through these agreements.

Title to Property
The two Counties own the Airport property equally.

Appointments
The Commission has seven (7) Airport Commissioners; five (5) appointments are made by Grand Traverse County, and two (2) by Leelanau County. Appointed members serve staggered terms of three (3) years.

Employment of Personnel
Terms of the agreement set the NRAC’s ability to appoint an Airport manager and establish other positions to operate and maintain the Airport.

Expansion of Commission
The terms also allow the two appointing bodies to approve additional government entities to join the NRAC.

Purpose of the Premises to Be Used
The purpose for which the Airport property is to be used is also set forth in the terms of the Joint Operating Agreement and Lease. The Airport is to be used for the following purposes by the NRAC:

- Operate the Airport in the interest of the public and the air-transportation needs of the area served
- Encourage the use of the Airport by the general public
- Develop and arrange for the continued and best use of the Airport, including updating land use master plans, construction of facilities, and the protection of the navigation approach corridors to the Airport
- Charge fair, reasonable, and non-discriminatory rates and charges
Improvements
NRAC may arrange for the financing of improvements on the Airport by placing a mortgage to secure loans. NRAC shall notify the Counties, in writing, of the terms of the mortgage at least 10 days prior.

Assignments and Subletting
The NRAC, under the terms of the Agreement, may lease space, area, or improvements and grant concessions for aeronautical purposes or purposes incidental to the operation of the Airport.

Default and Termination
Should NRAC default in the performance or compliance with the Agreement for a period of 30 days, and after notice from the Counties, all rights of NRAC shall expire and terminate as provided for in the Agreement.

Quiet Enjoyment
Upon NRAC’s observing and performing all the terms, covenants, and conditions on NRAC’s part to be performed and observed, NRAC may peaceably and quietly enjoy the Airport premises.

Operating Budget
Under the Operating Agreement, the Counties have agreed that the costs for operating the Airport shall be shared by the Counties, with Grand Traverse County being responsible for 85% of the costs of operating the Airport and Leelanau County being responsible for 15% of the costs of the operating of the Airport. Since the transfer of the Airport by the City to the two Counties, the Airport has been self-sustaining and neither County has contributed any costs to the Airport.

Although the Agreement does provide that any net proceeds over and above the costs related to the operation and capital improvement of the Airport are shared by the Counties on the same percentage basis as set forth above, this would be considered revenue diversion and would not be allowed under Federal law and grant assurances.

Current Agreement Deficiencies
A review of the agreements which establish the NRAC was performed by the NRAC’s legal counsel and consultants. The documents included the Amended and Original Joint Operating Agreement, the Lease Agreement, the Transfer Agreement, and the Deed. A number of items during the review were considered deficient, as outlined below:

Terms
The term ending dates of the Joint Operating Agreement and the Lease Agreement are different. The Joint Operating Agreement terminates on February 17, 2049 and the Lease Agreement terminates on September 30, 2040. A difference between the term ending dates provides confusion for developing agreements with tenants and other Airport users and the required processes. The Lease Agreement’s ending term year of 2040 also limits the ability of NRAC to effectively approve new tenant agreements using normal agreement terms (i.e., typically 20 years or more). This subsequently limits the NRAC’s ability to operate the Airport without potentially getting additional approvals from both Counties and therefore creating an inefficient process.
Dispute Resolution
The current agreement(s) contain provisions for the cost-sharing of financial liabilities that may exceed offsetting Airport revenue (i.e., 85% Grand Traverse County; 15% Leelanau County). However, the agreements do not contain processes for resolving disputes including means and methods for 1) getting both Counties to accept liability of the proposed dispute and associated financial payment; or 2) for any non-financial related disputes between the parties that may occur.

Property
Grand Traverse County and Leelanau County are equal owners of the property that is leased to NRAC and have a direct interest in ensuring that all property identified within the Exhibit A property map maintains good title. A recent review of the Airport’s Exhibit A property map has found matters related to the historical property transactions that will need to be addressed through coordination with the two Counties.

Board Membership
The Joint Operating Agreement does not require minimum qualifications for individuals to serve on the Board. It also does not provide an agreed-upon methodology for appointing or removing members of the Board.

Profits
The Joint Operating Agreement calls for the distribution of Airport profits to the two Counties. This is in violation of FAA policy as profits are required to be reinvested into the Airport to help offset user fees.

Zoning
The Property Transfer Agreement between the Counties and the City states that the Counties agree that the Airport property is subject to the City of Traverse City zoning ordinance. This provision conflicts with State law. See Capital Region Airport Auth v Charter Twp of Dewitt, 236 Mich App 576, 601 NW2d 141 (1999) (airports are exempt from local zoning regulations as applied to aeronautical uses). Moreover, this provision could impact the ability of NRAC to meet the Federal grant obligations.

Deed
Certain provisions of the Deed do not comply with FAA requirements. For example, under the Deed, if the property were not to be used for public airport purposes, the property would transfer to the City. This is in error. The Property should actually revert to the two Counties. Thus allowing for their retention for the continued operation of an airport pursuant to Federal and State law or final disposal. Other provisions, such as the blanket easement, are inconsistent with FAA policy.

Airport Governance in Michigan
There are a total of 17 commercial airports within the State of Michigan. All of the commercial airports in the State fall under Michigan Compiled Laws (MCL) Chapter 259 which establishes the forms of airport governance that are available to public bodies within the State. The sections that relate to Airport governance are summarized below:

MCL 259.101-107: State Airports
Sections 101-107 are exclusively for the use of the State to acquire and operate airports. Section 101 is not currently used at any commercial service airport in Michigan. The State currently has four General
Aviation airports that it owns and operates using Section 101. Airports under Section 101 are managed through the Aeronautics branch of the Michigan Department of Transportation.

**MCL 259.108-125c: Public Airport Authorities**
Sections 108-125c directs airports greater than 10,000,000 enplanements to become an authority as defined in the chapter—in Sec. 109(n)—for “qualified airports.” Other airports smaller than 10,000,000 enplanements may, by resolution, elect to use the provisions as outlined in Section 110 of the Aeronautics Code. Airports that elect to use Section 108 are required to follow all the terms of the chapter. The appointment of the seven required board members for qualified airports is made by the Governor of Michigan, the legislative body that owns the airport, and the CEO of the local government that owns the airport. Terms of airport board members for qualified and non-qualified airports are for six years under Section 108. The only “qualified airport” within Michigan is the Detroit Metropolitan Wayne County Airport.

**MCL 259.126-136: Political Subdivisions of this State**
Sections 126-136 establishes the powers granted by the State to acquire and operate an Airport by Political Subdivisions of the State. Section 134 allows two or more political subdivisions to act jointly by creating a Board to oversee airport operations using a Joint Operating Agreement. A Board established under Section 134 shall exercise the powers of the political subdivisions given by the act. NRAC was formed using a Joint Operating Agreement between Grand Traverse County and Leelanau County and now operates the Airport following Sections 126-136.

**MCL 259.137-149: Regional Airport Authorities**
Sections 137-149, known as the Regional Airport Authority Act, is the most recent Act that was established to operate airports within Michigan after the passing of Public Act 95 of 2015. Act 95 amended Michigan Act 327 of 1945 and added Sections 137 through 149. The legislation was established to be open to all sizes of commercial service airports operating within Michigan and to allow them to streamline the formation of an airport authority. Kent County was the first to pursue an airport authority under Act 95, creating the Gerald R. Ford International Airport Authority.

**MCL 259.621-631: Community Airports**
An act to allow two or more counties, cities, townships, villages, or any combination thereof to form an airport authority. An authority under Section 621 is granted the ability to assess a millage under the approval of the local unit of government up to one mil. Appropriations from the local units of government must also be made in equal shares based upon the state equalized valuation of such local unit of government to meet their respective shares of the amount of the airport budget in excess of the estimated revenues.

**MCL 259.801-823: Airport Authorities**
An act to provide for the creation of airport authorities by certain counties within 10 miles of State-owned airports. Section 801 is used to transfer state-owned airports to an authority governance model whereby a city in such county has a population of 100,000 or more. Appointments are made from both the county with two (2) appointments and the city with three (3) appointments. This form of governance is not available to the Cherry Capital Airport based upon the requirements of the Act.
Table 2 below lists the commercial airports in Michigan and their associated governance model.

### Table 2. Commercial Airports in Michigan

<table>
<thead>
<tr>
<th>Code</th>
<th>Commercial Airports (listed from largest enplanements to smallest)</th>
<th>Governance Model</th>
<th>Legislative Authority Under MCL Chapter 259</th>
</tr>
</thead>
<tbody>
<tr>
<td>DTW</td>
<td>Detroit Metropolitan Wayne County Airport</td>
<td>Authority</td>
<td>Sec. 108</td>
</tr>
<tr>
<td>GRR</td>
<td>Gerald R. Ford International Airport</td>
<td>Authority</td>
<td>Sec. 137</td>
</tr>
<tr>
<td>FNT</td>
<td>Bishop International Airport</td>
<td>Authority</td>
<td>Sec. 621</td>
</tr>
<tr>
<td>TVC</td>
<td>Cherry Capital Airport</td>
<td>Commission</td>
<td>Sec. 126</td>
</tr>
<tr>
<td>LAN</td>
<td>Capital Region International Airport</td>
<td>Authority</td>
<td>Sec. 801</td>
</tr>
<tr>
<td>AZO</td>
<td>Kalamazoo/Battle Creek International Airport</td>
<td>County</td>
<td>Sec. 126</td>
</tr>
<tr>
<td>MBS</td>
<td>MBS International Airport</td>
<td>Commission</td>
<td>Sec. 126</td>
</tr>
<tr>
<td>SAW</td>
<td>Sawyer International Airport</td>
<td>County</td>
<td>Sec. 126</td>
</tr>
<tr>
<td>PLN</td>
<td>Pellston Regional Airport of Emmet County</td>
<td>County</td>
<td>Sec. 126</td>
</tr>
<tr>
<td>CMX</td>
<td>Houghton County Memorial Airport</td>
<td>County</td>
<td>Sec. 126</td>
</tr>
<tr>
<td>CIU</td>
<td>Chippewa County International Airport</td>
<td>County EDC</td>
<td>Sec. 126</td>
</tr>
<tr>
<td>MKG</td>
<td>Muskegon County Airport</td>
<td>County</td>
<td>Sec. 126</td>
</tr>
<tr>
<td>ESC</td>
<td>Delta County Airport</td>
<td>County</td>
<td>Sec. 126</td>
</tr>
<tr>
<td>IMT</td>
<td>Ford Airport</td>
<td>County</td>
<td>Sec. 126</td>
</tr>
<tr>
<td>APN</td>
<td>Alpena County Regional Airport</td>
<td>County</td>
<td>Sec. 126</td>
</tr>
<tr>
<td>IWD</td>
<td>Gogebic–Iron County Airport</td>
<td>County</td>
<td>Sec. 126</td>
</tr>
<tr>
<td>MBL</td>
<td>Manistee County-Blacker Airport</td>
<td>Authority</td>
<td>Sec. 621</td>
</tr>
</tbody>
</table>
A representation of the governance models as a percentage within the State of Michigan is provided in Figure 1 below. The majority (59%) of airports within Michigan are operated with a County-run model; this is followed by the Authority model at 29%, and the Commission model at 12%.

**Figure 1. Michigan Commercial Airports by Governance Model**
Airport Governance Nationally
Nationally, airport governance includes many different types of models. The models range from university airport governance to multi-modal Port Authorities. Figure 2 below lists 12 example governance models that exist throughout the nation.

Figure 2. Governance Forms Nationally
Of the governance models that are in place throughout the country, the largest percentage is the Authority governance model representing 30% of all commercial service airports greater than 10,000 enplanements. The breakdown of the other models is as follows: 24% City, 15% County, 9% State, 7% Commission, 7% Port Authority, 1% Privatized, and 7% are combined as other. See Figure 3 below for the airport governance models nationally by percentage.

Figure 3. Airport Governance Models Nationally by Percentage

Note: The figure above represents all commercial service airports greater than 10,000 enplanements
The breakdown of governance models can be further evaluated by airports of size similar to that of TVC, which is classified as a non-hub primary airport. Of airports that fall within the non-hub primary classification, or approximately 10,000 to 413,000 enplanements, 27% are an Authority governance model. This compares to 6% of non-hub primary airports operating as an airport Commission. Figure 4 provides a breakdown of governance models nationally for non-hub primary airports.

Figure 4. Non-Hub Primary Airport Governance Models Nationally
AGAC Final Report

FAA Governance Process
The Federal Aviation Administration (FAA) looks to airport sponsors to successfully operate the airport under the regulations, guidelines, and assurances provided to them. Accordingly, there are many requirements that pertain to airport governance, and those requirements that are paramount to any governance transfer are FAA airport sponsor grant assurances.

The FAA maintains 39 airport sponsor grant assurances as conditions for accepting Federal grants. The assurances were established to help preserve the national airport system for use by the public and to protect the public’s interest regarding the use of Federal funds. The assurances that are most relevant to governance are generally:

- Grant Assurance 4 - Good Title
- Grant Assurance 5 - Preserving Rights and Powers
- Grant Assurance 22 - Economic Discrimination
- Grant Assurance 23 - Exclusive Rights
- Grant Assurance 24 - Fee and Rental Structure
- Grant Assurance 25 - Airport Revenues

Each grant assurance is explained below.

Grant Assurance 4 - Good Title
This grant assurance ensures the airport sponsor holds Good Title on all property associated with the airport. Good Title of property is defined as being free of all claims against it and allows the airport sponsor to sell, transfer, or use the property without restriction.

Grant Assurance 5 - Preserving Rights and Powers
Under this grant assurance, airport owners shall not surrender by contract its capability to sufficiently control the airport in order to carry out its commitments to the Federal government. Identification of any terms and conditions in agreements which could prevent the realization of the full benefits for which the airport was constructed, or which could develop into a restriction on the owner’s ability to meet its obligations to the Federal government, is required by Grant Assurance 5.

Grant Assurance 22 - Economic Discrimination
Economic discrimination protections are provided within the grant assurances. Grant Assurance 22 assures that the airport is available for public use without unjust discrimination to all types, kinds, and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport. All agreements, contracts, leases, or other arrangements must have language to 1) furnish services on a reasonable, and not unjustly discriminatory, basis to all users, and 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service.

Grant Assurance 23 - Exclusive Rights
The grant assurance promotes fair and equal competition between aeronautical providers at the airport. The airport sponsor shall permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.
Grant Assurance 24 - Fee and Rental Structure
Under this grant assurance, a fee and rental structure for each airport shall be established to make the airport as self-sustaining as possible under the circumstances existing at the airport. The assurance prevents airports from using the Federal share of AIP funded development projects in the rate basis establishing fees, rates, and charges for users of the airport.

Grant Assurance 25 - Airport Revenues
This grant assurance requires that all revenues generated by the airport and any local taxes on aviation fuel be expended by the airport for 1) the capital or operating costs of the airport, 2) the local airport system, 3) noise mitigation, or 4) other local facilities which are owned or operated by the airport. This assurance specifically prevents airports from the diversion of revenue back to the local governing body for non-airport related projects or services, as well as to other organizations and individuals for non-airport related projects or services. As a requirement of this assurance, an Annual Audit under the Single Audit Act of 1984 shall be performed to ensure compliance.

Advantages and Disadvantages to Commission and Authority Models
Each form of governance model is capable of operating an airport. Different governance models, however, can be better suited to meet specific goals of airport stakeholders related to the efficiency and effectiveness of airport operations. Selection of any governance model should take into consideration the advantages and disadvantages associated with a model specific to the airport and its strategic goals, as well as the community and region it serves.

The characteristics associated with governance models are based upon legislation, agreements, and policies that an airport is held to. The collective documents direct the operation of an airport including board appointments, provided powers, decision making abilities, and liabilities.

MCL 259.126-136 (Commission) and MCL 259.137-149 (Regional Authority) are used as a basis for comparison as the primary options considered by the AGAC for the operation of TVC.

One of the benefits of an authority vs. dual-county oversight, is that the authority structure helps minimize lobbying and political influence over policy outcomes. This is because authorities, in general, are able to make policy decisions based on the best interest of the airport and the community it serves. All discussion and debate on policy matters is conducted in open forum and at the authority’s singular governing body.

A breakdown of the advantages and disadvantages of the Commission and Authority models is provided below. Tables 3 and 4 reflect the advantages and disadvantages from the Airport’s perspective. Tables 5 and 6 reflect the advantages and disadvantages from the Counties’ perspective. Please note that various stakeholders could interpret advantages and disadvantages differently.
Table 3. Commission Advantages & Disadvantages — Airport’s Perspective

<table>
<thead>
<tr>
<th>Airport: Commission Advantages</th>
<th>Airport: Commission Disadvantages</th>
</tr>
</thead>
<tbody>
<tr>
<td>– Liability shared with Counties</td>
<td>– Cannot buy and sell property on its own</td>
</tr>
<tr>
<td>– Legal/professional services can be supplied by Counties</td>
<td>– Cannot enter leases past term of Operating Agreement</td>
</tr>
<tr>
<td>– Can more easily rely on Counties for financial support</td>
<td>– No direct control of Airport zoning</td>
</tr>
<tr>
<td>– Political connections and support</td>
<td>– Political influence</td>
</tr>
<tr>
<td>– Provides direct oversight and accountability by Counties</td>
<td>– Less efficient</td>
</tr>
<tr>
<td></td>
<td>– Sponsors have other priorities besides the Airport’s best interests</td>
</tr>
<tr>
<td></td>
<td>– Legislation &amp; Agreements not as clear</td>
</tr>
<tr>
<td></td>
<td>– Lack of dispute resolution</td>
</tr>
</tbody>
</table>

Table 4. Authority Advantages & Disadvantages — Airport’s Perspective

<table>
<thead>
<tr>
<th>Airport: Authority Advantages</th>
<th>Airport: Authority Disadvantages</th>
</tr>
</thead>
<tbody>
<tr>
<td>– Airport business focus</td>
<td>– Liability held by Authority</td>
</tr>
<tr>
<td>– Zoning control</td>
<td>– Cannot impose a millage</td>
</tr>
<tr>
<td>– Buy &amp; sell property</td>
<td>– Financial &amp; operational support from Counties is harder to gain</td>
</tr>
<tr>
<td>– Clear legislation</td>
<td></td>
</tr>
<tr>
<td>– Regional requirement</td>
<td></td>
</tr>
<tr>
<td>– Efficient &amp; effective actions</td>
<td></td>
</tr>
<tr>
<td>– Reduces political influence &amp; conflicts of interest</td>
<td></td>
</tr>
<tr>
<td>– Industry best practices</td>
<td></td>
</tr>
<tr>
<td>– Criteria of expertise for Board members</td>
<td></td>
</tr>
<tr>
<td>– No more than 45% of elected officials on Board</td>
<td></td>
</tr>
<tr>
<td>– More transparent, more public accountability</td>
<td></td>
</tr>
</tbody>
</table>
### Table 5. Commission Advantages & Disadvantages — Counties’ Perspective

<table>
<thead>
<tr>
<th>Counties: Commission Advantages</th>
<th>Counties: Commission Disadvantages</th>
</tr>
</thead>
<tbody>
<tr>
<td>– Political connections and support</td>
<td>– Airport liability shared with Counties</td>
</tr>
<tr>
<td>– Counties approve buying and selling of land</td>
<td>– Legal/professional services can be supplied by Counties</td>
</tr>
<tr>
<td>– Counties’ priorities can be reflected more easily</td>
<td>– Airport can more easily rely on Counties for financial support</td>
</tr>
<tr>
<td>– Control over some long-term lease agreements past Operating Agreement</td>
<td>– No direct control of Airport zoning</td>
</tr>
<tr>
<td></td>
<td>– Less efficient</td>
</tr>
<tr>
<td></td>
<td>– Legislation &amp; Agreements not as clear</td>
</tr>
<tr>
<td></td>
<td>– Lack of dispute resolution</td>
</tr>
</tbody>
</table>

### Table 6. Authority Advantages & Disadvantages — Counties’ Perspective

<table>
<thead>
<tr>
<th>Counties: Authority Advantages</th>
<th>Counties: Authority Disadvantages</th>
</tr>
</thead>
<tbody>
<tr>
<td>– Liability held by Authority</td>
<td>– Buying &amp; selling of property is more autonomous for Airport</td>
</tr>
<tr>
<td>– Cannot impose a millage</td>
<td>– Eminent domain</td>
</tr>
<tr>
<td>– Airport business focus</td>
<td>– Regional requirement</td>
</tr>
<tr>
<td>– Zoning control</td>
<td>– May reduce Counties’ control over decision making and long-term agreements</td>
</tr>
<tr>
<td>– Not required to provide airport financial &amp; operational support from Counties</td>
<td>– Limitation of 45% of elected officials serving on Board</td>
</tr>
<tr>
<td>– Clear legislation</td>
<td></td>
</tr>
<tr>
<td>– Efficient &amp; effective actions</td>
<td></td>
</tr>
<tr>
<td>– Industry best practices</td>
<td></td>
</tr>
<tr>
<td>– Criteria of expertise for Board members</td>
<td></td>
</tr>
<tr>
<td>– Reduces the potential of political influence</td>
<td></td>
</tr>
<tr>
<td>– More transparent, more public accountability</td>
<td></td>
</tr>
</tbody>
</table>
General Benefits of a Regional Airport Authority
Within the past 25 years, the clear trend in governance model transitions has been from legacy systems of city/county/state owners and operators to regional airport authorities. There are many reasons for this, as authorities can provide the autonomy and business-focused operations that often cannot be achieved through the more bureaucratic legacy systems. Listed below are some of the primary advantages that regional airport authority governance models bring to most airport operations.

Singular Airport Enterprise Focus
The Authority form of governance gives an airport more flexibility to develop policies and procedures attuned specifically to the needs of the airport, and it also allows for and fosters the business-focused nimbleness needed to stay relevant in an extremely competitive aviation sector.

Strengthens Regional Coordination and Economic Contribution
An Authority can help foster stronger regional participation in airport affairs by establishing a governance structure which explicitly includes a non-resident outside the bounds of the local appointing governments on the Board. This helps enhance the airport’s ability to function as a full partner in regional economic development initiatives regardless of geographic lines. In general, airports are regional economic assets and being governed by an Authority Board with regional representation and participation will reinforce and strengthen its position as such.

Creates a Stronger Platform for Economic Development
An Authority facilitates a greater emphasis on proactive commercial revenue development, innovative financing, and closer coordination with broader regional economic development organizations and initiatives fostered by a business-orientated leadership. This emphasis typically will 1) diversify and strengthen the airport revenue base, especially when in the context of declining Federal Airport Improvement Program (AIP) grants, 2) reduce reliance on airline rates as a primary revenue source, 3) lower airline costs by creating more funding from non-airline sources, which in turn will help attract new airline service and potentially lower airfares, and 4) improve the airport’s competitiveness.

Enhanced Decision Making
Authority Board members have as their sole responsibility a singular focus on the best interests of the airport. This targeted purpose helps to enhance knowledge of airport operations which is not normally acquired by elected officials who have a multitude of political priorities and responsibilities.

Lower Operating Costs
Operational cost savings are inherent with an Authority model through greater efficiency and higher productivity found by reducing the time to educate, gain approval, and process business agreements.

Air Service Development
As authorities help facilitate operational cost savings as well as greater revenue earned through airport-focused strategic initiatives, the airport can use these additional funds to more easily market and attract new air service.

Coordination with Local Governments
The Authority model helps alleviate pressures with local governments (e.g., Traverse City as the residing entity, or Grand Traverse & Leelanau Counties as operators) now and into the future, especially regarding: 1) meeting the needs of operating funding in an increasingly competitive environment, and 2)
the need for consistency and compliance with general policies, procedures, and systems with local
government bodies. Moreover, the Authority model facilitates an airport’s ability to serve the entire
region, as opposed to trying to comply with multiple—and possibly contradictory—broad-based policies
and procedures of various local governments.

**Fostering a Business & Customer Service Driven Focus**
An explicitly business-focused Authority Board that creates commercially-orientated policies and
procedures will encourage a greater emphasis on developing an entrepreneurial and proactive business
and hospitality focus. This focus is more conducive to improved customer service and air service
development.

**Uphold Leadership Standards**
Transitioning to an Authority strengthens leadership capability by 1) establishing a Board whose
selection is based on a stronger emphasis of business-related credentials and qualifications, 2)
establishing nationally competitive compensation programs for staff in order to attract and retain top
talent going forward, 3) strengthening the ability to solve looming management succession issues, and
4) helping forge stronger links with the local and regional business communities.

**Checks and Balances**
Authority control is maintained by the manner in which it is structured through the law (i.e., Michigan
Public Act No. 95 of 2015) and its articles of incorporation, as well as by the process stipulated for
making appointments to the Board. In addition, the authority is required to conduct business in an open
and transparent fashion, in accordance with the Michigan open meetings act, as well as meet at least
quarterly, maintain an audit committee, adopt procurement policies, and take other measures that are
consistent with good government. In addition to these legislative requirements, the articles of
incorporation can stipulate other requirements desired for the authority not specifically mandated by
Michigan law, if desired.

In summation, transitioning to a regional Airport Authority as its owner/operator will position the Cherry
Capital Airport to maintain and strengthen its growth and vitality, all while providing the nimbleness
needed to enhance commercial and customer service activities as well as regional economic
development.

**AGAC Meetings and Discussions - Summary**
Below is a list of the meetings held of the Airport Governance Advisory Committee and a summary of
the activities of each meeting.

**NOTE:** All meetings began with a roll call of member participation, a public comment period, and a vote
to approve/amend the minutes from the previous meeting.

**April 30, 2019**
The initial meeting of the Committee started the discussion on governance by formally establishing the
Committee, its purpose and rules of order (i.e., Bylaws), and the Committee’s schedule. Structured
dialog included a review of 1) the Airport’s governance history, 2) information on TVC’s current
governance model, and 3) the contents and conditions of the current governance Joint Operating
Agreement between the Counties.
May 28, 2019
The second meeting of the AGAC provided the Committee and members of the public in attendance an opportunity to take a tour through the Airport to better understand its operations. The meeting also included a structured dialog focused on a review of governance models within Michigan and nationally, a review of the Michigan laws regarding airport governance, trends in governance model transitions, and the FAA Grant Assurances specifically related to governance models.

June 25, 2019
The third meeting focused upon stakeholder values from members of the community, NRAC, Grand Traverse County, and Leelanau County. Previous stakeholder input, gathered from the beginning of the strategic planning process, was reviewed. Also, more recent stakeholder input regarding the values held regarding the Airport and its operations, that had been gathered by survey, were reviewed. This review of recent stakeholder values took place over two meetings (i.e., the June and July meetings), with the June meeting focusing on issues related to 1) zoning and 2) the buying and selling of Airport property. In addition, the advantages & disadvantages of commissions and authorities, from the perspective of the Airport, were presented.

July 30, 2019
The July meeting followed-up with Part 2 of the stakeholder values, specifically covering the topics of liability, issuing debt, legal services, regulatory requirements, and other values such as quality of service, competitive ticket prices, the Airport as an important regional asset, the need to operate like a business, and acknowledging the value of the Airport’s relationship with the Counties regardless of the governance model. In addition, the advantages & disadvantages of commissions and authorities, from the perspective of the Counties, were presented. At the end of the meeting, a straw poll (i.e., ad-hoc or unofficial vote) was taken of Committee members to gauge the level of interest in moving to an Authority. At that time, there was a unanimous voicing for either affirming outright support for an authority or leaning toward an authority.

August 20, 2019
At the August meeting of the AGAC, the governance transfer process was presented to the Committee as well as a list of key documentation and supporting FAA requirements for airport transitions. At the end of the presentation, the reporting process regarding the activities of the AGAC to NRAC and Counties was outlined.

September 24, 2019
The sixth meeting of the AGAC covered the outline of the final report and an overview of the research and recommendations that will be included within the final report. Following the presentation, the AGAC hosted a public invitation to comment to gather additional feedback from the community on the topic of airport governance. The public invitation was posted in the local newspaper, the Traverse City Record Eagle, and specific invitations were sent out to local and state government representatives.

October 29, 2019 (anticipated)
The schedule anticipates that at the seventh meeting of the AGAC, the Committee will approve its final report and recommendation (i.e., this document) and submit it to the NRAC for review and consideration of passing the AGAC’s report and recommendation to the Counties.
November 2019 (anticipated)
The schedule anticipates that in this month, the NRAC will review the report and recommendation from the AGAC; the NRAC will subsequently submit a resolution on whether to approve the report and recommendation and forward it to the Counties for consideration.

December 2019 (anticipated)
The schedule anticipates that in this month, the Counties will conduct study sessions as part of its formal process to review the AGAC final report and recommendation.

Stakeholder Values and Input/Feedback

Overview
During the June and July AGAC meetings, stakeholder input and feedback regarding governance was presented. This feedback included a summary of initial feedback given from NRAC Board members gathered at the beginning of the strategic planning initiative in 2017, followed up by a survey of AGAC members in May and June 2019. Below are summaries of both sets of feedback on stakeholder values regarding governance and Airport operations.

Initial NRAC Stakeholder Input on Governance and Values
When the TVC strategic planning initiative began, stakeholders, including all NRAC Board members, were interviewed to solicit input on a variety of Airport topics, including governance. Below is a summary of stakeholder input regarding governance from that time.

There was a wide range of opinions of the Commission re: governance models and transferring to an authority, including:

- enthusiastic support
- neutral open-mindedness
- caution and concerns (e.g., regarding taxation, composition of Authority Board, etc.)

However, all Commission members were in favor of learning more about governance options and exploring the issue, especially what the specific benefits of a change in governance would be. Those Board members who would like to see the Airport become an Authority believed that the governance transfer would likely help the Airport become more nimble for business purposes in the future, especially in terms of land use and development.

Additionally, stakeholders understood that an Authority by definition would have the Airport and its best interests as its sole focus. All Commission members were interested in the ways to extricate the Airport from obstacles to future development. Moreover, stakeholders understood that the current operators (i.e., the Counties) would need to support any change in governance models. Regarding this, most thought that the Counties would be open to change, especially when issues of liability were considered.

Regardless of their pro, neutral, or cautious leanings, all Commissioners were interested in further education about the specifics of different models applied to the TVC situation, particularly around funding and taxation.
Current AGAC Stakeholder Input on Governance and Values

For the current research into governance, all AGAC members were surveyed as to their input and feedback on what their primary values were in consideration of the Airport’s operations and the possibility of transferring to an Authority. The major categories of concern and interest included:

- Zoning
- Property (buying and selling)
- Liability
- Issuing Debt
- Legal Services
- Regulatory
- And Other Values, including:
  - Transparency
  - Regional Input
  - Clear & Modernized Legislation
  - Business Focus
  - Misc.

Summaries of some of the key points that arose during structured dialog for each topic are below.

Zoning

Zoning was acknowledged as an important issue, noting that the Airport would benefit from a governing model best suited for management of its property through zoning. Under Michigan state law, all aeronautical uses are exempt from zoning (e.g., building hangars, noise, airport lighting related to aeronautical purposes, etc.). Zoning issues arise in regard to non-aeronautical development. Typically, the same entity that owns an airport also controls zoning. Issues arise when an entity other than the airport owner controls zoning, as in the case with the County-owned Airport subjected to City of Traverse City zoning laws. Through the City’s zoning authority, a non-owner entity controls the economic development options of the Airport. Overall, the constraints and challenges of municipal control of zoning were discussed, as were the new options presented by an Authority. It was noted that most successful Airports control their own zoning. Under the Commission form of governance, municipal control of zoning is a constraint to Airport development. Under an Authority, TVC would have new zoning options and be able to better control its own fate economically.

Property

National trends were discussed regarding airports utilizing property to increase non-aeronautical revenue and thus helping create economic stability and offset airport operating costs. Commercial development was noted as preferable to increasing fees to passengers and airlines or taxation of the two Counties’ residents as revenue sources. Other issues noted: non-aeronautical revenue will continue to grow as an important source of revenue for airports; the capitalization of assets allows for the long-term expansion and growth that the community demands. It was noted that the process of selling/leasing existing property consists of multiple steps under the Commission structure, but would be significantly streamlined both in process and time under an Authority.
Liability
Stakeholders would like to reduce the financial and operational liabilities for Grand Traverse and Leelanau Counties, both short-term and long-term. The governance model should also protect the regional community interest in the airport as much as possible. The model should help shield the Counties from risks associated with the operation of the Airport.

Issuing Debt
Discussion noted that the Airport’s ability to issue debt can impact how future development at TVC takes place. Issuing debt from time-to-time could be used as one of the vehicles to meet the Airport’s short- and long-term financial needs. Depending how an authority is structured, it may be permitted to issue debt with or without additional restrictions by the owner Counties. If the Airport needs to issue debt, Act 95 specifies: “the local government may establish conditions under which the regional airport authority may incur indebtedness pledging, on a parity basis, or other instrument of indebtedness for which the full faith and credit of the local government has been pledged.” Having the ability to issue debt without the Counties can be beneficial to respond more quickly to financial needs as well as reduce the Counties’ full faith and credit debt liability. However, one advantage under an Authority is the ability to enter into Installment Purchase Agreements (IPAs) for the acquisition of equipment, etc. IPAs allow the Airport to respond more quickly to financial needs. As a final note, Act 95 clearly states that an Authority cannot impose a millage/taxation.

Legal Services
It was noted that legal services are important for any business, but especially for the unique public/private enterprises of airports since there is heavy regulation for the industry. Some commissions utilize shared resources under their sponsors. Legal services are one of those shared resources. Other shared services can include fire, security/police, housekeeping, IT, HR, and other services that would otherwise need to be accomplished in-house. Currently, TVC is paying for all costs for legal services, HR, IT, etc.; the cost of these services is not being shared with the Counties. If TVC remains a Commission, the Airport would likely continue to pay the costs; however, the Airport could potentially seek to develop shared services with the Counties. If TVC moved to an Authority, then the Airport would continue to pay the costs for legal services as it is now.

Regulatory
The following was noted under discussion: The Airport exists within a heavily regulated environment, and many different agencies—spanning the local, state, and Federal levels—regulate it. Accordingly, different governance models affect compliance issues. To operate efficiently, it is necessary to have an experienced Board and a dedicated professional Airport management team that understands these regulatory constraints and obligations.

Regarding revenue diversion, Airport money sent to counties, cities, or other entities—for other than reimbursement for bona fide services supporting airport operations—is a violation of Federal regulations. There are potential civil and criminal penalties for actions of revenue diversion. An informed board focused solely on the Airport can help to prevent revenue diversion concerns.

Under the current model, Commission members, and to some extent County members, have a responsibility to have significant knowledge of regulations and compliance. The Commission and County both need continuous education on the specifics of the regulatory environment. Elected officials who frequently change, and have other focuses outside of the Airport, have less opportunity to develop
expertise in airport management. However, under an Authority model, Board members are chosen for their industry and business expertise and would be required to have this expertise. Minimum qualifications would be stipulated for member appointments to the Board. Membership make-up would be represented by the regional community through appointment. Per the Act, no more than 45% of Board members can be elected officials.

Transparency
Public transparency, accountability, and input is highly important to stakeholders. They would like to see an airport governance model that has specific requirements related to community reporting. The model should also include an annual audit of the Airport’s financial records that is shared with the community. A structure that can hold Board members accountable for their responsibilities on the Airport Authority Board should also be included within the selected form of governance.

Regional Input
The Airport is a regional asset for the entire Northern Michigan community, and this should be recognized as such and reflected in the governance of the Airport. Promotion of the Airport as a regional asset is important to the stakeholders and was reflected by members of the Committee and the public.

Clear & Modernized Legislation
Clear and modernized legislation, including airport zoning, would be best for the operation of the Airport. Act 95 provides clear legislation and includes specific legislation regarding airport zoning that would help to reduce existing friction points.

Business Focus
Stakeholders suggested that the selected governance model provide a business focus that would lead to efficient and effective operations. Airports today are highly competitive and a level of autonomy for the airport board and management to make decisions should be given to allow TVC to compete for additional air service.

Other Values
Additional values that were cited by stakeholders included airport operations such as maintaining a high level of quality of service and striving for competitive ticket prices. These operational values included the need to operate the Airport like a business even though it is largely a governmental function. Also, stakeholders emphasized the value of the Airport’s relationship with the Counties regardless of the particular governance model in place.

Recommendation

At the conclusion of the governance review process undertaken by the Airport Governance Advisory Committee, AGAC members were polled and unanimously recommended that Grand Traverse County and Leelanau County join together and pass a resolution indicating their intent to form a regional Airport Authority under Michigan Compiled Laws Chapter 259 Sections 137 through 149, otherwise known as the Regional Airport Authority Act.

Thus, the AGAC submits this report to the NRAC to adopt and affirm our recommendation that the Airport governance be transitioned to an Authority model as stated above, and that the NRAC in turn make this recommendation to the Counties.
With this submission of its research, findings, and recommendation, the AGAC has completed its assignment and the purpose and goal of the work is deemed to be complete. The AGAC recommends that moving forward, the Counties act upon the recommendation herewith and go about creating the necessary documents needed to set up the Authority internally consistent with the recommendations set forth above and with the help and guidance of the NRAC and the outside governance consultants.

NOTE: Additional technical information supporting this report is available upon request.
RESOLUTION TO RECOMMEND A REGIONAL AIRPORT AUTHORITY FOR THE

CHERRY CAPITAL AIRPORT, TRAVERSE CITY, MICHIGAN

WHEREAS the Northwestern Regional Airport Commission (NRAC) is undertaking an ongoing strategic planning process to review its operations, policies and procedures, and strategic goals; and

WHEREAS part of the strategic planning process includes review of the current governance model of the Cherry Capital Airport (TVC); and

WHEREAS the current Joint Operating Agreement and Lease between the owner Counties of Grand Traverse and Leelanau is dated and represents deficiencies going forward; and

WHEREAS the NRAC instructed airport management to explore alternative governance opportunities jointly with the owner Counties of Grand Traverse and Leelanau; and

WHEREAS the NRAC established an advisory committee to support this investigation into governance model options; and

WHEREAS the NRAC undertook outreach to the owner Counties to appoint members to this committee of the NRAC, known as the Airport Governance Advisory Committee (AGAC), through airport administrative officials presentment to Grand Traverse County and Leelanau County boards the findings of the Strategic Planning process between January and March 2019, and requested each County board select three representatives to join the three representatives selected by NRAC for the AGAC; and

WHEREAS the NRAC subsequently formally established the Airport Governance Advisory Committee (AGAC) on March 19th, 2019, with representatives from Grand Traverse County, Leelanau County, the NRAC, and airport management to serve in an advisory capacity and discuss ongoing research into airport governance
models and to assist with coordination among County governments and administrative bodies to advance any changes deemed necessary for the operation of TVC; and

WHEREAS the Committee convened multiple times between April and October 2019, to gather information and thoroughly research and investigate the various models of airport governance available to TVC; and

WHEREAS, the Committee has taken under review the current governance model as an Airport Commission and the advantages and disadvantages of transitioning to a Regional Airport Authority model under Act 327 of the 1945 Aeronautics Code of the State of Michigan, which was amended in 2015 by Act 95 as the latest governance model available to airports; and

WHEREAS, the Committee invited public input regarding the governance model of TVC throughout its deliberative process and again via special invitation on September 24, 2019; and

WHEREAS, the Committee found that there are a number of benefits associated with a Regional Airport Authority model for the operation of TVC that the current governance model does not provide; and

WHEREAS the Committee documented its research and findings regarding the benefits of a Regional Airport Authority model for TVC and submitted a Final Report to NRAC regarding the research, findings, and recommendation;

NOW THEREFORE, BE IT RESOLVED THAT the recommendation to move to an Authority governance model for TVC—which was contained within the AGAC FINAL REPORT and submitted on October 29, 2019, to the NRAC—be adopted and approved by the NRAC for the purpose of supporting the transition to a Regional Airport Authority under the Regional Airport Authority Act, Chapter VIIA, Section 259.137-149, of Act 327 of 1945.

BE IT FURTHER RESOLVED THAT a copy of the report and recommendation be submitted by the Board of the Northwestern Regional Airport Commission to Grand Traverse County and Leelanau County for consideration of supporting and approving the transition of TVC to a Regional Airport Authority consistent with the recommendation of the AGAC.
The foregoing resolution was adopted by the Northwestern Regional Airport Commission in regard to the Cherry Capital Airport in Traverse City, Michigan, at regular meeting duly held on November 19, 2019.

Mr. Douglas DeYoung, NRAC Chair

Luanne Zak
Notary Public
State of Michigan, County of Grand Traverse
My commission expires 5-25-25
Acting in the County of Grand Traverse

Mr. Kevin Klein, NRAC Secretary

Luanne Zak
Notary Public
State of Michigan, County of Grand Traverse
My commission expires 5-25-25
Acting in the County of Grand Traverse

Approved as to form:

Karrie Zeits, Corporate Counsel to NRAC
The Leelanau County Sheriff's Office is requesting permission to raise private funds for the Marine Safety Division for the purpose of purchasing large capital items, such as updated watercraft. The goal would be to raise funds to purchase a Great Lakes capable patrol boat or, if this amount was not able to be raised, to replace one or more of the aging LCSO patrol boat fleet. Funds raised will be placed in the LCSO Marine Safety Division Equipment Fund, account number 331.727.005. With no existing plan in place to repair or replace our patrol boats, the age of the existing fleet at the end of the 2020 season will be:

1. 1991 BW Outrage 17-This vessel is 30 years old
2. 1995 Four Winns Costrunner 203- This vessel is 26 years old
3. 2001 Tiara Pursuit 2470-This vessel is 20 years old
4. 2008 Wellcraft Coastal 252-This vessel is 13 years old
5. 2011 BW Montauk 1550-This vessel is 10 years old

**Suggested Recommendation:** Allow the Sheriff's Office to begin a campaign to raise funds to be placed in the LCSO Marine Safety Division Donation line, account number 331.727.005, for the purchase of a patrol boat and/or associated equipment for the Marine Safety Division.
The Project Management Team for the proposed Verizon Tower site at the Leelanau County Law Enforcement Center will be attending the December Executive Board of Commissioners meeting to answer questions and ask for approval to continue with the tower project.

The Land Lease Agreement is still being negotiated at this time. Our Legal Counsel has been communicating directly with Verizon Legal Counsel. The current proposal is stating an annual lease for $14,520 for each year of the initial 5-year term, then 10% increases each term thereafter for 5 terms (25-year lease).

In the event that the Board of Commissioners wishes to proceed with the tower project, a suggested recommendation is listed below. If approved, Verizon’s timeline is to begin in the spring of 2020.

If more dialogue is deemed necessary, a decision could be forwarded to the January 14, 2020, Executive Board meeting.

I recommend to the Board of Commissioners to authorize the Board Chairman to sign the Land Lease Agreement between Leelanau County and Verizon Wireless whereby allowing Verizon Wireless to construct, install, maintain and operate a 197ft Communications Tower and equipment on the Leelanau County Courthouse Property, pending the approval from Legal Counsel.
In 2016, the County formally updated our All Hazard Mitigation Plan. This document is intended to identify known natural hazards which have impacted our County over the years. It further identifies critical assets, demographics, feasible mitigation strategies, risk assessments, and more. All Townships and Villages were invited to be part of the plan development process. Networks Northwest, formerly Northwest Michigan Council of Governments (NWMCoG), was contracted by eight counties in Region 7 to assist with the updates, oversee the process, and submit documentation to the State of Michigan and FEMA. Leelanau County acted as the fiduciary of that grant, though we will not be the fiduciary this time around.

The 2020 FEMA Hazard Mitigation Assistance Grant Program for Planning requires a 25% in-kind match from all participating counties. Leelanau County's portion has been identified as $11,000.00. The in-kind match will include staff and volunteer labor and travel costs throughout the planning process, which is projected to be two years. In the planning process for the current plan, Leelanau County was able to document over $20,000.00 of in-kind match. Exceeding the $11,000.00 in-kind match is expected, so no monetary funds will need to be expended by Leelanau County to update the All Hazard Mitigation Plan.

Networks Northwest notified all participating counties on November 21, 2019, that a letter of interest is required and due for submission to the State of Michigan by Tuesday, December 10. I submitted that letter of intent with the understanding that Leelanau County will withdraw from participation should the County Board so decide.

I recommend to the Leelanau County Board of Commissioners to authorize the Leelanau County Office of Emergency Management to work with Networks Northwest in submitting the application for the 2020 FEMA Hazard Mitigation Assistance Grant Program for Planning and develop updates for the Leelanau County All Hazards Mitigation Plan.
## 2016 Hazard Mitigation Plan revision In-Kind Match

### Leelanau County Portion

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Hours</th>
<th>Billable Cost</th>
<th>Milage</th>
<th>Other Costs</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/9/2013</td>
<td>Project Update Process</td>
<td>1</td>
<td>$279.00</td>
<td>$85.88</td>
<td>$0.00</td>
<td>$364.88</td>
</tr>
<tr>
<td>4/25/2014</td>
<td>Hazard Map Update</td>
<td>1</td>
<td>$219.82</td>
<td>$56.50</td>
<td>$0.00</td>
<td>$276.32</td>
</tr>
<tr>
<td>6/12/2014</td>
<td>Hazard Priority ID</td>
<td>1</td>
<td>$391.56</td>
<td>$141.82</td>
<td>$77.91</td>
<td>$611.29</td>
</tr>
<tr>
<td>8/14/2014</td>
<td>LPT - G&amp;O ID Assessment</td>
<td>1.5</td>
<td>$488.87</td>
<td>$88.14</td>
<td>$0.00</td>
<td>$577.01</td>
</tr>
<tr>
<td>8/11/2014</td>
<td>Road Commission Survey</td>
<td>12</td>
<td>$1,269.12</td>
<td>$331.09</td>
<td>$0.00</td>
<td>$1,600.21</td>
</tr>
<tr>
<td>9/11/2014</td>
<td>GIS Data</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$13,997.00</td>
</tr>
<tr>
<td>12/11/2014</td>
<td>LEPC/LPT Meeting - Plan Review</td>
<td>2</td>
<td>$1,187.20</td>
<td>$260.47</td>
<td>$0.00</td>
<td>$1,447.67</td>
</tr>
<tr>
<td>1/7/2015</td>
<td>Hazard Mitigation Plan Review</td>
<td>1</td>
<td>$202.87</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$202.87</td>
</tr>
<tr>
<td>2/10/2015</td>
<td>Hazard Mitigation Plan Review</td>
<td>1</td>
<td>$243.75</td>
<td>$75.84</td>
<td>$0.00</td>
<td>$319.59</td>
</tr>
<tr>
<td>6/25/2015</td>
<td>Road Commission Survey</td>
<td>11</td>
<td>$1,163.36</td>
<td>$278.30</td>
<td>$0.00</td>
<td>$1,441.66</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td></td>
<td><strong>$5,445.55</strong></td>
<td><strong>$1,318.04</strong></td>
<td><strong>$77.91</strong></td>
<td><strong>$20,838.50</strong></td>
</tr>
</tbody>
</table>
## EXECUTIVE DOCUMENT SUMMARY

**Department:** Senior Services  
**Contact Person:** April Missias  
**Telephone No.:** 231-256-8125

<table>
<thead>
<tr>
<th>Source Selection Method</th>
<th>VENDOR: __________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Select One</td>
<td>Address: __________________________</td>
</tr>
<tr>
<td>□ Other: Acceptance of BASA contribution</td>
<td>Phone: __________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Document Description</th>
<th>Budgeted Amount: $4,000.00</th>
<th>Contracted Amount: __________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Select One</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Other: Acceptance of BASA contribution for</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Request to Waive Board Policy on Bid Requirements**

Leelanau County Senior Services seeks approval to accept a contribution from Bay Area Senior Advocates (BASA) of $1,000.00 and to be placed into Leelanau County Senior Services BASA Grant account.

**Suggested Recommendation:**

To accept contributions given to Leelanau County Senior Services from Bay Area Senior Advocates for senior support totaling $1,000.00 and placed into Leelanau County Senior Services' BASA Grant account # 281-000000.678.000.

---

**Digitally signed by April Missias**  
**Date:** 2019.11.22 11:48:23

---

**Department Head Approval:**  
**Date:** 11/22/19  
**Digitally signed by April Missias**  
**Date:** 2019.11.22 11:48:23
### Executive Document Summary

**Department:** Planning/Comm. Development  
**Contact Person:** Trudy Galla, Director  
**Telephone No.:** 231-256-9812

<table>
<thead>
<tr>
<th>Source Selection Method</th>
<th>VENDOR: ____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address: __________________________</td>
</tr>
<tr>
<td></td>
<td>Phone: ____________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Document Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant</td>
<td>Other: __________________________</td>
</tr>
</tbody>
</table>

- **Request to Waive Board Policy on Bid Requirements**:  
  Attached is the 2020 Remonumentation Grant application and the Grant Award in the amount of $31,621. The budget is broken out as allowed by the state (80% for remonumentation which includes remonumentation services, supplies, and Peer Group meetings, and 20% for administrative for Grant Administrator and County Representative). Reimbursed costs for the Grant Administrator will be deposited to the General Fund.

  The attached documents are due back to the state no later than December 31, 2019. The Board Chairman will sign the Grant Award.

  In 2020, agreements for the remonumentation work with surveyors will be brought to the County Board for approval.

**Suggested Recommendation:**  
Motion to approve the 2020 Remonumentation Grant Award in the amount of $31,621 and submit all required documentation to the state by December 31, 2019.

Department Head Approval: [Signature]  
Date: 12/05/2019
SURVEY & REMONUMENTATION APPLICATION / PROGRESS / COMPLETION REPORT
Michigan Department of Licensing & Regulatory Affairs
Bureau of Construction Codes
Office of Land Survey & Remonumentation
PO Box 30254, Lansing, MI 48909
1st Floor Ottawa Building
611 West Ottawa Street, Lansing, MI 48933
Phone 517-241-6321
E-Mail: bccolsr@michigan.gov
www.michigan.gov/bcc

Grantee/County: Leelanau

<table>
<thead>
<tr>
<th>State Payments</th>
<th>County Program Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$31,621.00</strong> State Grant Award</td>
<td>Estimated Budget</td>
</tr>
<tr>
<td><strong>Mandatory Payment</strong></td>
<td><strong>Mandatory Funding</strong></td>
</tr>
<tr>
<td><strong>$12,648.40</strong> Start-Up Payment (40% of State Grant)</td>
<td>Start-up Funds</td>
</tr>
<tr>
<td><strong>Optional Payment</strong></td>
<td><strong>Optional Funding</strong></td>
</tr>
<tr>
<td>Progress Payment (Maximum of 45% of State Grant)</td>
<td>Total Progress Report Expenditures</td>
</tr>
<tr>
<td>$18,972.60 Balance after Progress Report</td>
<td></td>
</tr>
<tr>
<td><strong>Conditional Payment</strong></td>
<td><strong>Conditional Funding</strong></td>
</tr>
<tr>
<td><strong>$18,972.60</strong> Approved Final Payment</td>
<td>Total Completion Report Expenditures</td>
</tr>
<tr>
<td><strong>$31,621.00</strong> Total Grant Payments</td>
<td>Requested Final Payment</td>
</tr>
<tr>
<td>Final Grant Balance</td>
<td>Total County Program Expenditures</td>
</tr>
</tbody>
</table>

Grant Year: 2020

I certify to the best of my knowledge and belief that this report is correct and complete, and all expenditures are for the purposes set forth in and comply with the annual grant. We request the following payment at this time:

Progress Payment Requested: **$ 12,648.40**
Final Payment Requested: **$________________________**

Signed by: [Signature]
County Grant Administrator

Date: **12-5-2019**

County must provide: Detailed transaction history of all grant activity, S&W/Fringe Benefits/Overhead, detailed breakdown of all internal county costs, itemized invoices, and narrative for all differences in approved work program or budget.

Payment Authorized: **$________________________**
Grant Balance: **$________________________**

Signed by: Michael C. Barger, PS
Director, Office of Land Survey & Remonumentation

Date: [Signature]
### Administrator

<table>
<thead>
<tr>
<th>Name: Trudy Galla</th>
<th>Phone: 231-256-9812</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address: <a href="mailto:tgalla@co.leelanau.mi.us">tgalla@co.leelanau.mi.us</a></td>
<td></td>
</tr>
<tr>
<td>Physical Address: 8527 E. Government Center Dr., Suite 108</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip: Suttons Bay MI 49682</td>
<td></td>
</tr>
</tbody>
</table>

### Representative

<table>
<thead>
<tr>
<th>Name: Vickie Brown</th>
<th>Phone: 231-256-7352</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address: <a href="mailto:vickie@leelanaulandsurveying.com">vickie@leelanaulandsurveying.com</a></td>
<td></td>
</tr>
<tr>
<td>Physical Address: PO Box 701 / 237 Chandler St</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip: Leland MI 49654</td>
<td></td>
</tr>
</tbody>
</table>

### Address for Payments

<table>
<thead>
<tr>
<th>Name: Leelanau County Treasurer’s Office</th>
<th>Phone: 231-256-9838</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address: 8527 E. Government Center Dr., Suite 104</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip: Suttons Bay MI 49682</td>
<td></td>
</tr>
</tbody>
</table>

Is this county on a Maintenance Plan during this contract? Yes No

### Remonumentation Services Completed

<table>
<thead>
<tr>
<th>Column A</th>
<th>Column B</th>
<th>Column C</th>
<th>Column D</th>
<th>Total Corners</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. of Original and Protracted PLSS Corners Completed by Grantee</td>
<td>No. of Original and Protracted PLSS Corners Completed by Others</td>
<td>No. of Original and Protracted PLSS Corners Revisited</td>
<td>No. of corners Revisited NOT requiring an LCRC</td>
<td>Column A + Column B + Column C + Column D</td>
</tr>
<tr>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td>16</td>
</tr>
</tbody>
</table>

Provide a report listing the following items:
- Column A – any corner that deviates from the list provided in the Application.
- Column B – who completed the walk-in corners.
- Column C – the reason a corner was revisited.
- Column D – list the corners not requiring an LCRC.

### Remonumentation Services Inventory

<table>
<thead>
<tr>
<th>TOTAL No of Corner Codes in County Plan</th>
<th>TOTAL No of Corner Codes Remonumented before this Contract Year</th>
<th>No of Corner Codes Remonumented This Contract Year</th>
<th>REMAINING No of Corner Codes in County Plan to be Remonumented</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL No. of Corner Codes</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL No of Corner Codes in County Plan - TOTAL No of Corner Codes Remonumented before this Contract Year - No of Corner Codes Remonumented This Contract Year = REMAINING No of Corner Codes in County Plan to be Remonumented
# Remonumentation Program

## County Expenditure Detail

<table>
<thead>
<tr>
<th>Work Program Expenditures by Line Item</th>
<th>Approved Budget (Grant Application)</th>
<th>Progress Report Expenditures</th>
<th>Completion Report Expenditures</th>
<th>Total Actual Expenditures</th>
<th>Difference Between Approved Budget &amp; Actual Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item A Remonumentation Services</td>
<td>$22,400</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item B Monument Maintenance Services</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item C Remonumentation Supplies &amp; Materials</td>
<td>$1,097</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item D Geodetic Control Maintenance &amp; Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item E Grant Administrator Fees/Wages</td>
<td>$1,224</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item F County Representative Fees/Wages</td>
<td>$5,100</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item G Additional Administrative Staff Fees/Wages</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item H Peer Group</td>
<td>$1,800</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item I Administrative Supplies &amp; Indirect Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>$31,621</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2020 Leelanau County Remonumentation
Corner List

Remonument and GPS 16 physical corners

Section Corner
T29N, R11W, Bingham Twp.
G02 – West ¼ corner Section 3, East ¼ corner Section 4

Meander Corners
T29N, R11W, Bingham Twp.
Meander corner on West Grand Traverse Bay between Sections 2 and 11
Meander corner on W. Grand Traverse Bay between Sections 21 and 22

T29N, R12W, Bingham Twp.
Meander corner between Sections 25 and 36 on Lake Leelanau
Meander corner between Sections 36, T30N, R12W and Section 1, T29N, R12W on Lake Leelanau

T29N, R13W, Glen Arbor Twp.
Meander corner on Big Glen Lake between Section 31, T29N, R13W & Section 6, T28N, R13W, Kasson Twp.
Meander corner on Big Glen Lake between Section 31, T29N, R13W, and Section 36, T29N, R14W

T29N, R14W, Glen Arbor Twp.
Meander corner between Sections 25 and 36 on Big Glen Lake
Meander corner between Sections 24 and 25 on East shore of Fisher Lake
Meander corner between Sections 24 and 25 on West shore of Fisher Lake
Meander corner between Sections 25 and 26 on North shore Big Glen Lake
Meander corner between Sections 26 and 27 on North shore of Big Glen Lake
Meander corner between Sections 22 and 23 – Lake Michigan
Meander corner between Sections 14 and 23- Lake Michigan
Meander corner between Sections 11 and 14 – Lake Michigan

Leelanau County Remonumentation
Year 2020, November 22, 2019
Victoria Brown, P.S.  County Representative
Leelanau Land Surveying
231-256-7352
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: 01-01-2020 To: 12-31-2020

TOTAL AUTHORIZED BUDGET: $31,621.00

SIGMA Vendor ID: CV0048032
SIGMA Payment Address Code: 037

ACCOUNTING TEMPLATE: 6415137T001
GRANT

This is Grant No. BCC 20-45 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 $31,621.00. An initial advance of $12,648.40 (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 Drost, Director  
Bureau of Finance and Administrative Services  
Department of Licensing and Regulatory Affairs  
State of Michigan  

________________________________________  
LeAnn Drost  

10-17-19  
Date

William J. Bunek, Chairman  
Leelanau County Board of Commissioners  

_________________________  
William J. Bunek  

Date

Trudy Galla  
County Grant Administrator  
County of Leelanau  

________________________________________  
Trudy Galla  

12-5-2019  
Date

GRANT NO. BCC 20-45
EXECUTIVE DOCUMENT SUMMARY

Department: Administration
Contact Person: Chet Janik
Telephone No.: 231-256-8100

Submittal Dates
☐ Executive Board: 12/10/2019
☐ Regular Session: 12/17/2019

Source Selection Method
☐ Quotation
☐ Other: ____________________________

VENDOR: MMRMA
Address: ____________________________
Phone: ____________________________

Budgeted Amount: $ 215,000.00
Contracted Amount: $ 221,065.00

Document Description
☐ Renewal
☐ Other: ____________________________

☐ Request to Waive Board Policy on Bid Requirements

Attached is the 2020 renewal proposal from the Michigan Municipal Risk Management Authority (MMRMA) for the property and casualty insurance, including the RAP (Risk Avoidance Program).

As a member of the Authority, Leelanau County agrees to be bound by all of the provisions of the Joint Powers Agreement, coverage documents, rules, regulations, and administrative procedures.

According to Robert Hauch, the County's Risk manager, Leelanau County is currently out of compliance due to reported reserves on current claims, which was verified by the County's auditing firm, Rehmann. The coverage rate is not based on losses; rather, it is based on the results of the County's F-65 (Annual Financial Report), which increased by 1.8% over last year's amount.

MMRMA requires that all members of the SIR (Self-Insured Retention fund) must hold a minimum of 50% of reported claim reserves. As of December 5, 2019, the County was under by $28,453.67.

Suggested Recommendation: To recommend to the Board of Commissioners approval of the 2019 Renewal for Property and Casualty Insurance between Leelanau County and Michigan Municipal Risk Management Authority (MMRMA), in an amount not to exceed $221,065.00; funds to come from 830.885-954.000.

Department Head Approval: ____________________________ Date: ____________________________
RENEWAL FOR PROPERTY AND LIABILITY COVERAGE
Leelanau County
January 1, 2020 – January 1, 2021

Dear Mr. Janik,

On behalf of everyone at Michigan Municipal Risk Management Authority, we would like to thank you for continuing your Property and Liability coverage with MMRMA.

The renewal summary below is provided for your convenience. Complete information is enclosed regarding coverage terms, conditions and services.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property &amp; Liability Coverage</td>
<td>$185,414</td>
</tr>
<tr>
<td>Stop-loss coverage</td>
<td>$5,651</td>
</tr>
<tr>
<td><strong>Cost of Coverage</strong></td>
<td><strong>$191,065</strong></td>
</tr>
<tr>
<td>Retention Fund Allocation</td>
<td>$30,000</td>
</tr>
<tr>
<td><strong>Total Contribution for Coverage Period</strong></td>
<td><strong>$221,065</strong></td>
</tr>
</tbody>
</table>

Unless other arrangements have been made, payment terms for coverage are 50% due at time coverage is bound, 25% after 90 days and the remaining 25% due after 180 days.

Below is a summary of funds you have received or been approved to receive through various MMRMA programs. Net Asset Distributions and RAP Grants for the period are subject to continued membership and eligibility criteria.

<table>
<thead>
<tr>
<th>Member Account Summary</th>
<th>Program Total</th>
<th>Period</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Asset Distribution</td>
<td>$177,665</td>
<td>$1,164,911</td>
<td></td>
</tr>
<tr>
<td>RAP Grants</td>
<td>$494</td>
<td>$89,033</td>
<td></td>
</tr>
</tbody>
</table>

Please do not hesitate to contact me or Katie Schoening if you have any questions or need additional information.

Thank you for your continued dedication to risk management.

Robert Hauch
Risk Manager, MMRMA
A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. Leelanau County (hereinafter "Member") is eligible to be a Member of MMRMA. Leelanau County agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

Leelanau County is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Overview summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Overview, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

B. Member Obligation - Deductibles and Self Insured Retentions

Leelanau County is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). Leelanau County's SIR and deductibles are as follows:
Table I
Member Deductibles and Self Insured Retentions

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>DEDUCTIBLE</th>
<th>SELF INSURED RETENTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liability</td>
<td>N/A</td>
<td>$75,000 Per Occurrence</td>
</tr>
<tr>
<td>Vehicle Physical Damage</td>
<td>$1,000 Per Vehicle</td>
<td>$15,000 Per Vehicle $30,000 Per Occurrence</td>
</tr>
<tr>
<td>Fire/EMS Replacement Cost</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Property and Crime</td>
<td>$1,000 Per Occurrence</td>
<td>N/A</td>
</tr>
<tr>
<td>Sewage System Overflow</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

Member's Motor Vehicle Physical Damage deductible applies, unless the amount of the loss exceeds the deductible. If the amount of loss exceeds the deductible, the loss including deductible amount, will be paid by MMRMA, subject to the Member's SIR.

The Leelanau County is afforded all coverages provided by MMRMA, except as listed below:

1. Sewage System Overflow
2. Specialized Emergency Response Expense Recovery Coverage
3. 
4. 

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

Leelanau County agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

C. MMRMA Obligations - Payments and Limits of Coverage

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.
**Table II**

**Limits of Coverage**

<table>
<thead>
<tr>
<th>Liability and Motor Vehicle Physical Damage</th>
<th>Limits of Coverage Per Occurrence</th>
<th>Annual Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Member</td>
<td>All Members</td>
</tr>
<tr>
<td>1 Liability</td>
<td>15,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>2 Judicial Tenure</td>
<td>100,000</td>
<td>N/A</td>
</tr>
<tr>
<td>3 Sewage System Overflows</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>4 Volunteer Medical Payments</td>
<td>25,000</td>
<td>N/A</td>
</tr>
<tr>
<td>5 First Aid</td>
<td>2,000</td>
<td>N/A</td>
</tr>
<tr>
<td>6 Vehicle Physical Damage</td>
<td>1,500,000</td>
<td>N/A</td>
</tr>
<tr>
<td>7 Uninsured/Underinsured Motorist Coverage</td>
<td>100,000</td>
<td>N/A</td>
</tr>
<tr>
<td>(per person)</td>
<td>250,000</td>
<td>N/A</td>
</tr>
<tr>
<td>8 Michigan No-Fault</td>
<td>Per Statute</td>
<td>N/A</td>
</tr>
<tr>
<td>9 Terrorism</td>
<td>5,000,000</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property and Crime</th>
<th>Limits of Coverage Per Occurrence</th>
<th>Annual Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Member</td>
<td>All Members</td>
</tr>
<tr>
<td>1 Buildings and Personal Property</td>
<td>31,319,525</td>
<td>350,000,000</td>
</tr>
<tr>
<td>2 Personal Property in Transit</td>
<td>2,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>3 Unreported Property</td>
<td>5,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>4 Member's Newly Acquired or Constructed Property</td>
<td>10,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>5 Fine Arts</td>
<td>2,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>6 Debris Removal (25% of Insured direct loss plus)</td>
<td>25,000</td>
<td>N/A</td>
</tr>
<tr>
<td>7 Money and Securities</td>
<td>1,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>8 Accounts Receivable</td>
<td>2,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>9 Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit)</td>
<td>5,000,000</td>
<td>10,000,000</td>
</tr>
<tr>
<td>10 Fire and Emergency Vehicle Rental (12 week limit)</td>
<td>1,000 per week</td>
<td>N/A</td>
</tr>
<tr>
<td>11 Structures Other Than a Building</td>
<td>15,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>12 Storm or Sanitary Sewer Back-Up</td>
<td>1,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>13 Marine Property</td>
<td>1,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>14 Other Covered Property</td>
<td>10,000</td>
<td>N/A</td>
</tr>
<tr>
<td>15 Income and Extra Expense</td>
<td>5,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>16 Blanket Employee Fidelity</td>
<td>1,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>17 Faithful Performance</td>
<td>Per Statute</td>
<td>N/A</td>
</tr>
<tr>
<td>18 Earthquake</td>
<td>5,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>19 Flood</td>
<td>5,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>20 Terrorism</td>
<td>50,000,000</td>
<td>50,000,000</td>
</tr>
<tr>
<td>Coverage</td>
<td>Limits of Coverage Per Occurrence/Claim</td>
<td>Deductible Per Occurrence/Claim</td>
</tr>
<tr>
<td>----------</td>
<td>---------------------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td><strong>Coverage A</strong></td>
<td>Network and Information Security Liability: Regulatory Fines:</td>
<td>Each Claim Included in limit above</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Each Claim Included in limit above</td>
</tr>
<tr>
<td><strong>Coverage B</strong></td>
<td>Media Injury Liability</td>
<td>Each Claim Included in limit above</td>
</tr>
<tr>
<td><strong>Coverage C</strong></td>
<td>Network Security Loss</td>
<td>Each Unauthorized Access Included in limit above</td>
</tr>
<tr>
<td></td>
<td>Network Security Business Interruption Loss:</td>
<td>Each Business Interruption Loss Included in limit above</td>
</tr>
<tr>
<td><strong>Coverage D</strong></td>
<td>Breach Mitigation Expense:</td>
<td>Each Unintentional Data Compromise Included in limit above</td>
</tr>
<tr>
<td><strong>Coverage E</strong></td>
<td>PCI Assessments:</td>
<td>Each Payment Card Breach $1,000,000 Occ./$1,000,000 Agg. Included in limit above</td>
</tr>
<tr>
<td><strong>Coverage F</strong></td>
<td>Social Engineering Loss:</td>
<td>Each Social Engineering Incident $100,000 Occ./$100,000 Agg Included in limit above</td>
</tr>
<tr>
<td><strong>Coverage G</strong></td>
<td>Reward Coverage</td>
<td>Maximum of 50% of the Covered Claim or Loss; up to $25,000 Included in Limit above</td>
</tr>
<tr>
<td><strong>Coverage H</strong></td>
<td>Telecommunications Fraud Reimbursement</td>
<td>$25,000 Included in limit above</td>
</tr>
</tbody>
</table>

**Annual Aggregate Limit of Liability**

<table>
<thead>
<tr>
<th>Member Aggregate</th>
<th>All Members Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,000,000</td>
<td>$25,000,000</td>
</tr>
</tbody>
</table>
EXECUTIVE DOCUMENT SUMMARY

Department: Administration
Contact Person: Chet Janik
Telephone No.: 231-256-8100

Submittal Dates
- Executive Board: 12/10/2019
- Regular Session: 12/17/2019

Source Selection Method
- Quotation
- Other: ____________________________

VENDOR: Netlink Business Solutions
6005 E Traverse Hwy., Traverse City, MI 49684
Phone: 231/946-8808

Budgeted Amount: $ 24,500.00
Contracted Amount: $ 13,807.90

Document Description
- Maintenance
- Other: ____________________________

Request to Waive Board Policy on Bid Requirements

Attached is a listing of the FY 2020 maintenance renewal agreements between Leelanau County and Netlink Business Solutions for the 16 copy machines within the Government Center complex, including the Law Enforcement Center.

Suggested Recommendation: Motion to recommend waiving the Board Policy on Bid Requirements and approve the 2020 service maintenance agreements renewal with Netlink Business Solutions, at a cost not to exceed $13,807.90; with $12,694.90 to come from #645.000.000.801.000 and $1,113.00 to come from #542.000.000.801.000.

Department Head Approval: [Signature]
Date: 12/06/2019
## 2020 Master Agreements, at a glance

<table>
<thead>
<tr>
<th>Department</th>
<th>ID #</th>
<th>Model #</th>
<th>Starting Date</th>
<th>Ending Date</th>
<th>2017 costs</th>
<th>2018 costs</th>
<th>2019 costs</th>
<th>2020 costs</th>
<th>2020 yearly copies included</th>
<th>2020 Rate Unchanged</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Administration</td>
<td>3275</td>
<td>MX-4100N</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$603.41</td>
<td>$524.00</td>
<td>$707.40</td>
<td>$550.20</td>
<td>42,000</td>
<td>$0.01310</td>
</tr>
<tr>
<td>County Clerk</td>
<td>2785</td>
<td>MX-4100N</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$1,574.10</td>
<td>$1,152.80</td>
<td>$1,126.60</td>
<td>$1,257.60</td>
<td>96,000</td>
<td>$0.01310</td>
</tr>
<tr>
<td>Senior Services</td>
<td>3473</td>
<td>MX-3051</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$320.65</td>
<td>$320.60</td>
<td>$274.80</td>
<td>$264.00</td>
<td>22,000</td>
<td>$0.01200</td>
</tr>
<tr>
<td>County District Court</td>
<td>2870</td>
<td>MX-M260</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$128.26</td>
<td>$560.00</td>
<td>$308.00</td>
<td>$266.00</td>
<td>19,000</td>
<td>$0.01400</td>
</tr>
<tr>
<td>County Equalization</td>
<td>2547</td>
<td>MX-M550</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$157.41</td>
<td>$1,048.00</td>
<td>$1,048.00</td>
<td>$655.00</td>
<td>25,000</td>
<td>$0.02620</td>
</tr>
<tr>
<td>Building Safety (Co.-owned)</td>
<td>2871</td>
<td>MX-M260</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$213.77</td>
<td>$504.00</td>
<td>$448.00</td>
<td>$308.00</td>
<td>22,000</td>
<td>$0.01400</td>
</tr>
<tr>
<td>Building Safety - Office</td>
<td>3240</td>
<td>MX-3110N</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$652.96</td>
<td>$1,160.00</td>
<td>$1,040.00</td>
<td>$420.00</td>
<td>21,000</td>
<td>$0.02000</td>
</tr>
<tr>
<td>County MSU Extension</td>
<td>3111</td>
<td>MX-M453N</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$598.55</td>
<td>$566.20</td>
<td>$506.60</td>
<td>$849.30</td>
<td>57,000</td>
<td>$0.01490</td>
</tr>
<tr>
<td>County Planning*</td>
<td>3348</td>
<td>MX-2616N</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$342.03</td>
<td>$504.00</td>
<td>$252.00</td>
<td>$126.00</td>
<td>9,000</td>
<td>$0.01400</td>
</tr>
<tr>
<td>County Probate Court*</td>
<td>3347</td>
<td>MX-M266N</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$555.79</td>
<td>$288.00</td>
<td>$648.00</td>
<td>$900.00</td>
<td>75,000</td>
<td>$0.01200</td>
</tr>
<tr>
<td>County Prosecutors</td>
<td>2700</td>
<td>MX-2600N</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$646.16</td>
<td>$541.80</td>
<td>$309.60</td>
<td>$270.90</td>
<td>21,000</td>
<td>$0.01290</td>
</tr>
<tr>
<td>County Register of Deeds</td>
<td>3426</td>
<td>MX-M2630</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$470.29</td>
<td>$378.00</td>
<td>$100.00</td>
<td>$90.00</td>
<td>9,000</td>
<td>$0.01000</td>
</tr>
<tr>
<td>County Sheriff Administration</td>
<td>2734</td>
<td>MX-M363U</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$384.78</td>
<td>$352.00</td>
<td>$320.00</td>
<td>$272.00</td>
<td>17,000</td>
<td>$0.01600</td>
</tr>
<tr>
<td>County Sheriff Dispatch / 911*</td>
<td>3312</td>
<td>MX-2616N</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$320.65</td>
<td>$320.60</td>
<td>$320.60</td>
<td>$251.90</td>
<td>11,000</td>
<td>$0.02290</td>
</tr>
<tr>
<td>County Sheriff Jail</td>
<td>3427</td>
<td>MX-M2630</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$213.77</td>
<td>$213.60</td>
<td>$140.00</td>
<td>$330.00</td>
<td>33,000</td>
<td>$0.01000</td>
</tr>
<tr>
<td>County Treasurer</td>
<td>2715</td>
<td>MX-M363U</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$192.39</td>
<td>$198.00</td>
<td>$220.00</td>
<td>$319.00</td>
<td>29,000</td>
<td>$0.01100</td>
</tr>
</tbody>
</table>

### 2020 B/W copy costs
- Administration: $390.00
- Clerk: $1,950.00
- Senior Services: $840.00
- Planning: $260.00
- Prosecutor: $260.00
- Dispatch: $616.00

**Total B/W copy costs:** $7,747.97

### 2020 Estimated Color Charges

<table>
<thead>
<tr>
<th>Department</th>
<th>ID #</th>
<th>Model #</th>
<th>Starting Date</th>
<th>Ending Date</th>
<th>2017 costs</th>
<th>2018 costs</th>
<th>2019 costs</th>
<th>2020 costs</th>
<th>2020 yearly copies included</th>
<th>2020 Rate Unchanged</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>3275</td>
<td>MX-4100N</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$390.00</td>
<td>$1,820.00</td>
<td>$2,800.00</td>
<td>$1,925.00</td>
<td>27,500</td>
<td>$0.07000</td>
</tr>
<tr>
<td>Clerk</td>
<td>2785</td>
<td>MX-4100N</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$1,950.00</td>
<td>$980.00</td>
<td>$2,240.00</td>
<td>$1,120.00</td>
<td>16,000</td>
<td>$0.07000</td>
</tr>
<tr>
<td>Senior Services</td>
<td>3473</td>
<td>MX-3051</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$840.00</td>
<td>$960.00</td>
<td>$1,500.00</td>
<td>$25,000</td>
<td>6,000</td>
<td>$0.06000</td>
</tr>
<tr>
<td>Planning</td>
<td>3348</td>
<td>MX-2616N</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$260.00</td>
<td>$420.00</td>
<td>$420.00</td>
<td>$6,000</td>
<td>8,000</td>
<td>$0.07000</td>
</tr>
<tr>
<td>Prosecutor</td>
<td>2700</td>
<td>MX-2500N</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$480.00</td>
<td>$360.00</td>
<td>$480.00</td>
<td>$8,000</td>
<td>9,000</td>
<td>$0.06000</td>
</tr>
<tr>
<td>Building Safety / Office</td>
<td>3240</td>
<td>MX-3110N</td>
<td>1/1/2020</td>
<td>12/31/2020</td>
<td>$616.00</td>
<td>$1,078.00</td>
<td>$924.00</td>
<td>$693.00</td>
<td>9,000</td>
<td>$0.07700</td>
</tr>
</tbody>
</table>

### 2020 Color Copy Costs
- Administration: $3,216.00
- Clerk: $5,618.00
- Senior Services: $480.00

**Total Color Copy Costs:** $15,473.60

### 2020 Total Machine Costs
- $13,807.90