

Steve Yoder, Chairman

**NOTICE OF MEETING**

The Executive Board Session of the Leelanau County Board of Commissioners will be held on Tuesday, May 13, 2025, at 9:30 a.m., in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan

**A live streaming of this meeting will be available for viewing via the following link – [https://www.youtube.com/channel/UCNQTglgcTedF2qB8floC1GQ?view\\_as=subscriber](https://www.youtube.com/channel/UCNQTglgcTedF2qB8floC1GQ?view_as=subscriber)**

There are two ways to provide public comment during the meeting – you can attend in-person, or email your comments prior to the meeting to [clerk@leelanau.gov](mailto:clerk@leelanau.gov)

*(Please silence any unnecessary cellular/electronic devices)  
(Proceedings of the meeting are being recorded and are not the official record of the meeting; the formally approved/accepted written copy of the minutes will be the official record of the meeting.)*

**AMENDED AGENDA**

	<b>PAGE #</b>
<b>CALL TO ORDER</b>	
<b>PLEDGE OF ALLEGIANCE</b>	
<b>MOMENT OF SILENCE/PRIVATE PRAYER</b>	
<b>ROLL CALL</b>	
<b>APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS</b>	
<b>COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS :</b>	
• Administrator Update – Point Broadband, Insurance Updates, <i>James L. Dyer, Administrator</i>	
• Building Safety Update – <i>Amber Weber, Building Official</i>	<b>2-9</b>
<b>PUBLIC COMMENT (3 Minutes-Agenda Specific)</b>	
<b>COMMISSIONER COMMENTS</b>	
<b>ACTION ITEMS</b>	
1. Community Corrections – Sherise Shively – FY26 Plans and Services Grant Application/Resolution	<b>10-16</b>
2. Equalization – Tax Rate Request for Summer 2025	<b>17-20</b>
3. Clerk – Leelanau County Money Purchase Plan Amendment	<b>21-87</b>
4. Planning –	
a. Remonumentation Grant	<b>88-106</b>
b. Remonumentation Peer Group Meeting Agreements ( <i>handout</i> )	<b>107</b>
c. Remonumentation County Rep Peer Group Agreement ( <i>handout</i> )	<b>108</b>
d. Remonumentation Surveyor Services Agreements	<b>109-123</b>
5. Conservation District – Invasive Species Collection at Government Center	<b>124-126</b>
6. Parks & Recreation – Purchase of Fish for Kids Fishing Day	<b>127-130</b>
7. Human Resources –	
a. Updates to Job Descriptions	<b>131-143</b>
i. Assistant Finance Director	
ii. Senior Services Director	
iii. Chief Deputy Register of Deeds	
iv. Chief Deputy Treasurer	
b. Personnel Policy 1.07 Amended Motion	<b>144-164</b>
8. Veterans Affairs – CVSF Grant FY26	<b>165-180</b>
9. Administration –	
a. Vehicle Auction – Declare Surplus	<b>181-182</b>
b. 2% Applications – Approval for Submission to Grand Traverse Band	<b>183</b>
i. Inland Seas Education Association	<b>184-190</b>
ii. Home Sweet Home Nonprofit Housing Corporation	<b>191-204</b>
iii. Sheriff’s Office	<b>205-215</b>
iv. Parks and Recreation Commission	<b>216-230</b>
v. Probate and Family Court	<b>231-235</b>
vi. 13 <sup>th</sup> Circuit Court	<b>236-250</b>
c. 2% Policy Draft – Discussion Only	
d. Housing Fees Affordability – Discussion Only	
<b>REVIEW OF FINANCIALS</b>	
<b>SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES</b>	
<b>PUBLIC COMMENT (5 Minutes)</b>	
<b>COMMISSIONER COMMENTS</b>	
<b>APPROVAL OF FINANCIALS</b>	
• Amendments & Transfers	
• Miscellaneous Fund Transfers and Amendments	
• Claims and Accounts	
• Post Audit	
<b>ADJOURNMENT</b>	

# Department of Building Safety



# Meet our Staff

Curt McNitt – Plumbing & Mechanical Inspector

Jon Hedgcock – Building & Electrical Inspector



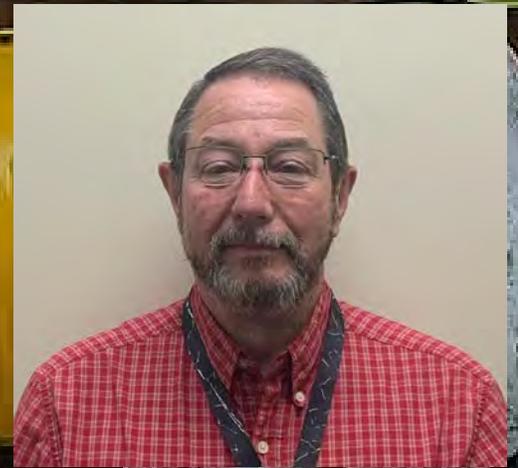
Lynn Herman - Secretary

Rachael LaCross- Secretary

Molly Steck – Office Manager

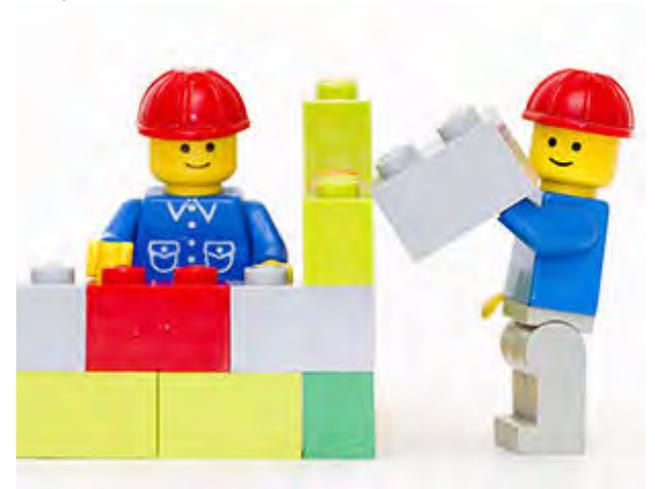
Charles Sessoms – Building Inspector

Jon Schaub – Electrical & Plumbing Inspector

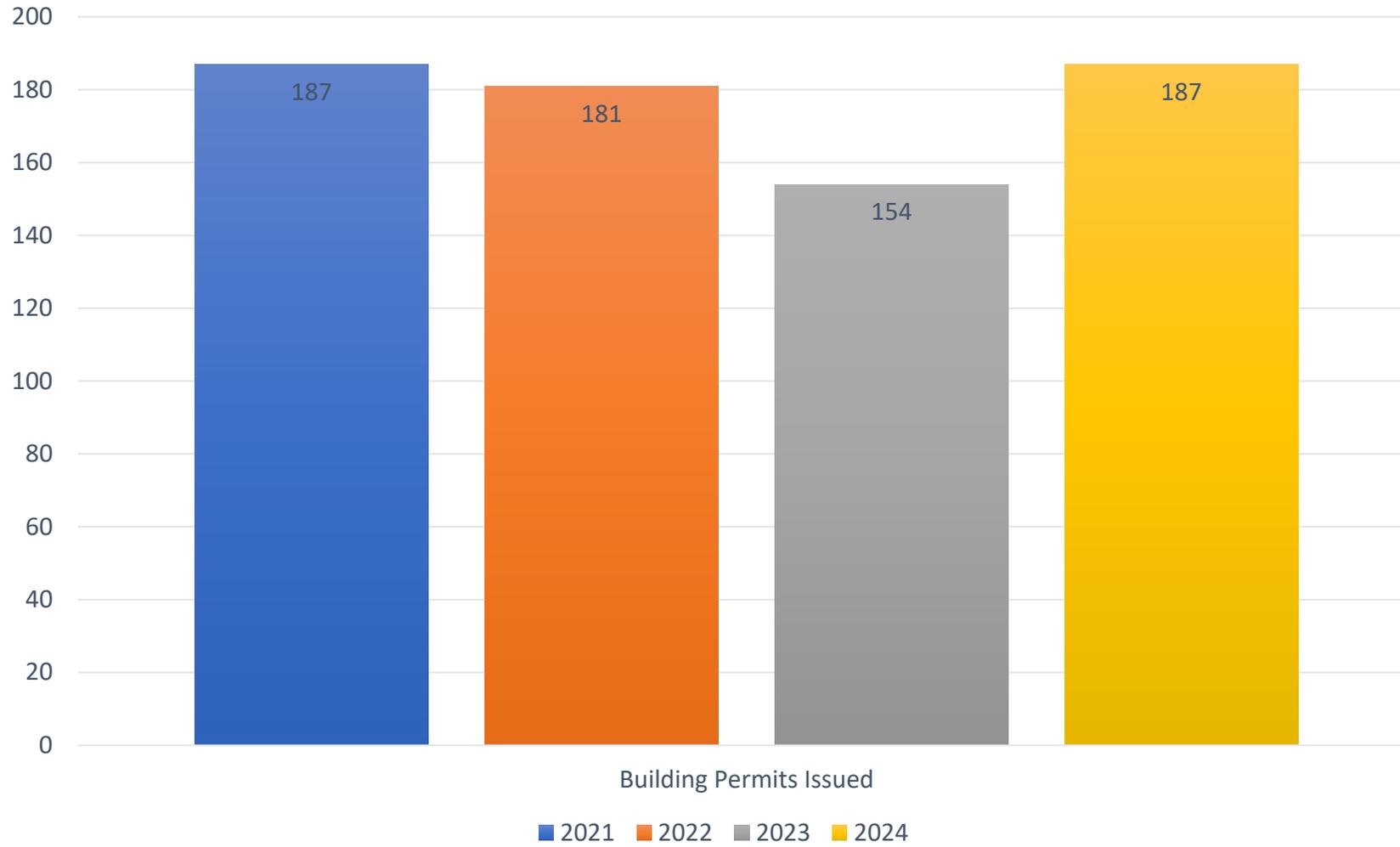


# Who we are, what we do and why we do it

- Michigan codes are in place to provide safe structures in our community and form the basis for the safe construction of all buildings, from commercial structures to our personal residences. Everything we do is for the safety and well being of all parties involved in each project.
- The Building Safety Department staff review construction plans, issue permits (building, electrical, mechanical and plumbing), and perform site inspections.
- Inspectors are licensed by the State based on their field of expertise. They must be familiar with ongoing changes within the industry and participate in continuing education classes to keep up to date with Michigan Codes.
- Office staff work closely with contractors and property owners to process permits, schedule inspections and assist with projects.

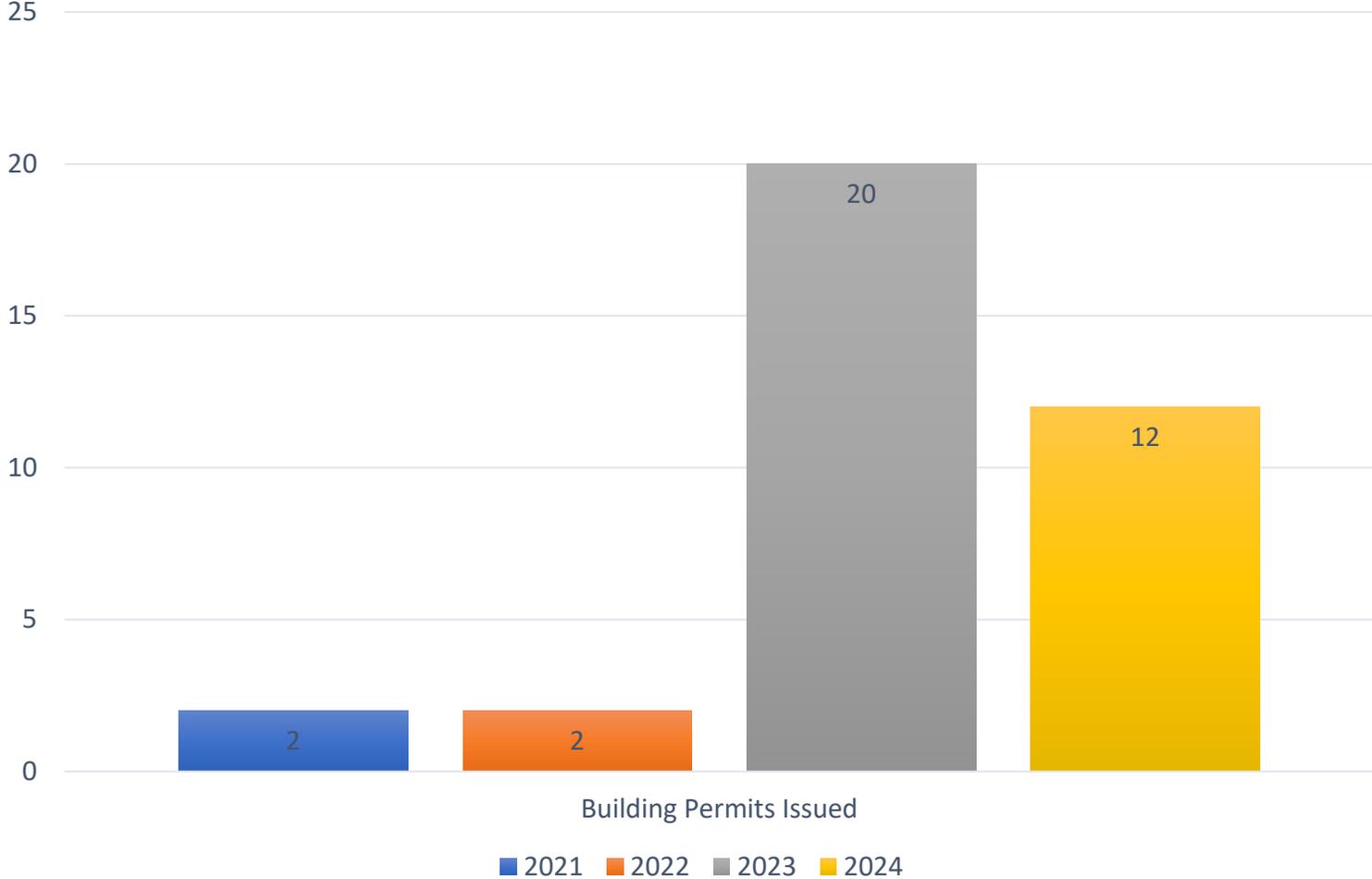


## New Homes in Leelanau County



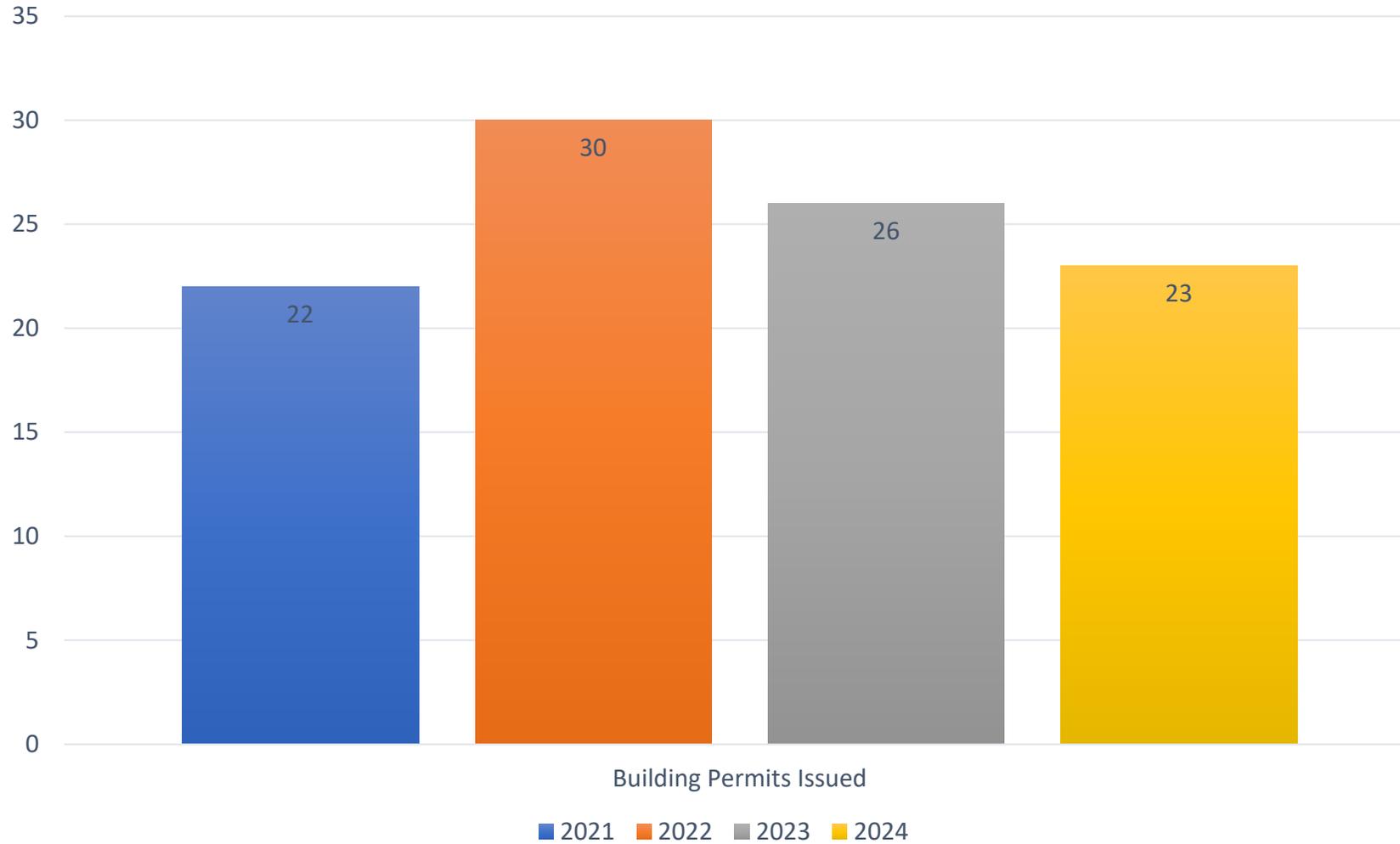
### New Housing Units in Leelanau County

- Duplex on Bingham Road
- Habitat for Humanity Homes in Maple City
- Marek Road Units in Suttons Bay
- Flaska Drive Units in Cedar
- Waypoint Circle Units in the Village of Suttons Bay

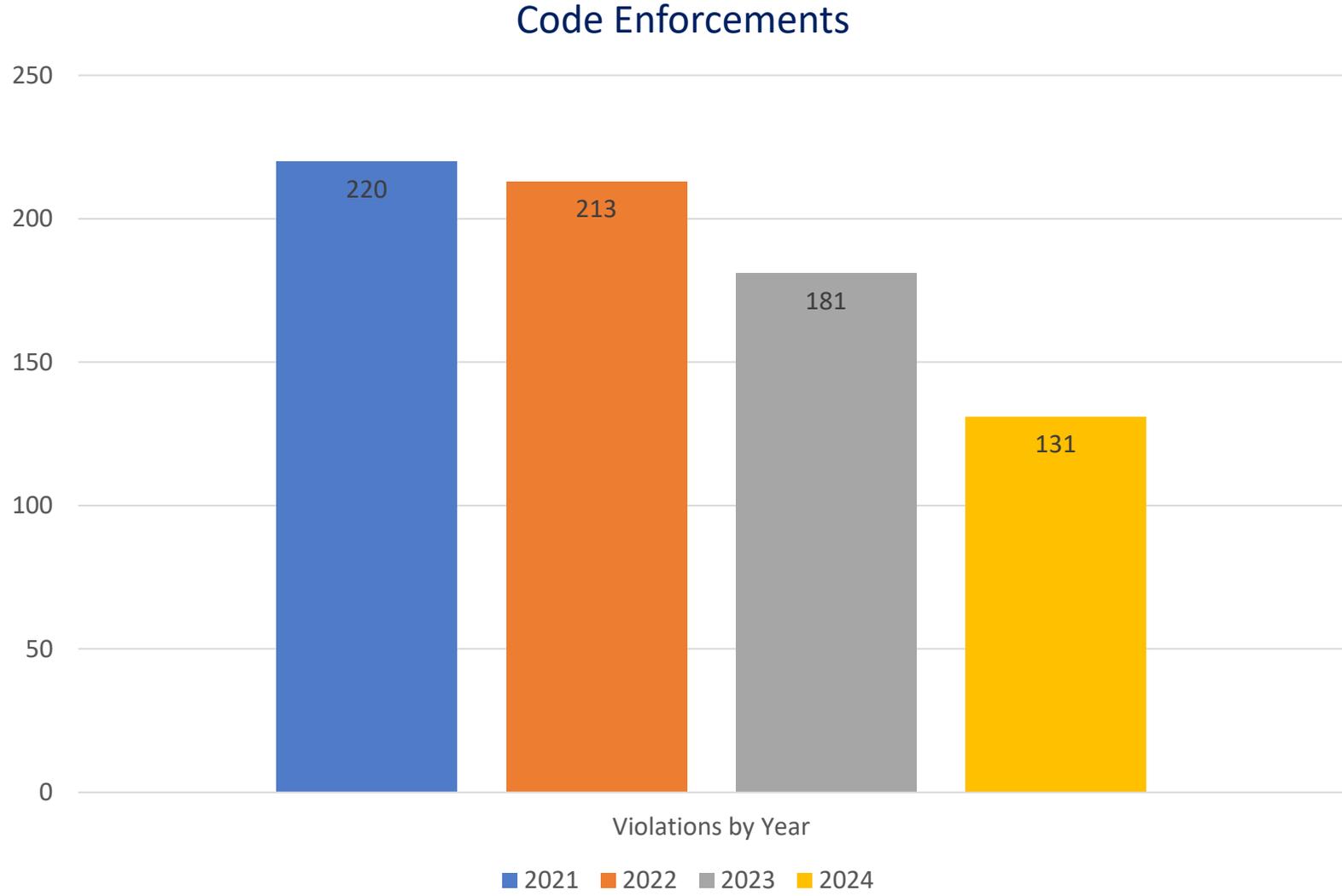


\* Note: Numbers provided are for the number of units, *not* buildings.

## New Commercial Construction in Leelanau County



\* Totals include all new construction. (Post Frame Storage Buildings, Accessory Structures, etc.)



# Questions?



## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Community Corrections</u> <input checked="" type="checkbox"/> Contact Person: <u>Sherise Shively</u> Telephone Number: <u>231-922-4559</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td>Date of Meeting: <u>05/13/2025</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>	Date of Meeting: <u>05/13/2025</u>				
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td><input type="checkbox"/> Select One: <u>Grant</u> <input checked="" type="checkbox"/></td> <td rowspan="5" style="vertical-align: top;">                             Vendor: <u>MDOC/OCC</u>                              Address/                              Phone:                                Description: <u>Grant Application</u> <input checked="" type="checkbox"/> </td> </tr> <tr> <td><input type="checkbox"/> Other: _____</td> </tr> <tr> <td><input type="checkbox"/> Account No.: _____</td> </tr> <tr> <td><input type="checkbox"/> CIP Project?</td> </tr> <tr> <td><input type="checkbox"/> If Grant, Match Account No.: _____</td> </tr> </table>	Financial/Source Selection Method		<input type="checkbox"/> Select One: <u>Grant</u> <input checked="" type="checkbox"/>	Vendor: <u>MDOC/OCC</u> Address/ Phone:  Description: <u>Grant Application</u> <input checked="" type="checkbox"/>	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Account No.: _____	<input type="checkbox"/> CIP Project?	<input type="checkbox"/> If Grant, Match Account No.: _____	
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<input type="checkbox"/> Other: _____									
<input type="checkbox"/> Account No.: _____									
<input type="checkbox"/> CIP Project?									
<input type="checkbox"/> If Grant, Match Account No.: _____									
Budgeted Amount: _____ Contracted Amount: <u>\$ 315,200.00</u>									

Document Description		
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input type="checkbox"/> Financial Review Completed	<input type="checkbox"/> Department Head/Elected Official Authorization
Approval required to submit annual MDOC/OCC 2026 13th Circuit Community Corrections grant application in the amount of \$315,200.00.		
<p><b>Suggested Recommendation:</b></p> Move to recommend approval of submittal of the annual MDOC/OCC 2026 13th Circuit Community Corrections grant application and adoption of Resolution 2025-XXX in the amount of \$315,200.00.		

Department Approval: Received by Sherise Shively Date: 05-08-25  
*AC*

## Part One

## Contact Sheet

Name of CCAB: 13th Circuit Regional

Federal I.D. Number: 38-6004852

A: General Contact Information:

	CCAB Manager	CCAB Manager's Direct Supervisor	CCAB Chairperson	Agency Serving as Fiduciary of Award & Contact Person
<b>Name:</b>	Sherise Shively	Gwen Taylor	Rob Lajko	Grand Traverse County-Nathan Alger
<b>Title:</b>	Manager	86th District Ct. Administrator	CCAB Chair	Grand Traverse County Administrator
<b>Address:</b>	280 Washington Street	280 Washington Street	2410 West Aero Park Court	400 Boardman Ave
<b>City:</b>	Traverse City	Traverse City	Traverse City	Traverse City
<b>State:</b>	Michigan	Michigan	Michigan	Michigan
<b>Phone:</b>	(231) 922-4559	(231) 922-4501	(231) 941-6290	(231) 922-4781
<b>Email:</b>	sshively@gtcountymi.gov	gtaylor@86thdistrictcourt.org	rlajko@centuryllc.com	nalger@gtcountymi.gov

Type of Community Corrections Board: Regional Advisory Board

Date application was approved by the local CCAB: 04/22/2025

Participating County

Counties/Cities Participating in the CCAB: Antrim, Grand Traverse, Leelanau

Date application was approved by county board(s) of commissioners and/or city council:

06/05/2025

 Tentative Date

B: CCAB Membership

Representing:	Name	Email	Vacant
County Sheriff:	Antrim- Kevin Hoch	Sheriff@antrimcounty.org	[]
County Sheriff:	Grand Traverse- Michael Shea	mshea@gtsheriff.org	[]
County Sheriff:	Leelanau- Mike Borkovich	mborkovich@leelanau.gov	[]
Chief of Police:	Traverse City- Matthew Richmond	mrichmond@traversecitymi.gov	[]
Circuit Court Judge:	Kevin Elsenheimer	kelsenheimer@13thcircuitcourt.org	[]
District Court Judge:	Mike Stepka	mstepka@86thdistrictcourt.org	[]
Probate Court Judge:	Jennifer Whitten	jwhitten@gtcountymi.gov	[]
County Commissioner(s):  (One Required for each member of County)	Antrim- Jason Helwig	helwigj@antrimcounty.org	[]
County Commissioner(s):  (One Required for each member of County)	Grand Traverse- Darryl Nelson	dnelson@gtcountymi.gov	[]
County Commissioner(s):  (One Required for each member of County)	Leelanau-Rick Robbins	rrobbins@leelanau.gov	[]
Service Area (Up to 3):	Darcie Pickren	tcalways@sbcglobal.net	[]
County Prosecutor:	Noelle Moeggenberg	nmoeggen@gtcountymi.gov	[]

<b>Business Community:</b>	<i>Robert Lajko</i>	<i>rlajko@centuryllc.com</i>	<input type="checkbox"/>
<b>Communications Media:</b>	<i>Pat Livingston</i>	<i>plivingston@upnorthlive.com</i>	<input type="checkbox"/>
<b>Circuit/District Probation:</b>	<i>Steve Scott</i>	<i>scotts8@michigan.gov</i>	<input type="checkbox"/>
<b>City Councilperson</b> (Applies to City or City/County Regional CCABs only - one from each member City/County required):	<i>N/A</i>		<input checked="" type="checkbox"/>
<b>Workforce Development:</b>	<i>Vacant</i>		<input checked="" type="checkbox"/>

Participating County

**Counties/Cities Participating in the CCAB:** *Grand Traverse*

**Date application was approved by county board(s) of commissioners and/or city council:**

Tentative Date

*05/21/2025*

**Criminal Justice System Analysis**

A: PCR Table FY 2024

	<b>CCAB PCR</b>	<b>State PCR</b>
<b>Overall</b>	26.0%	18.8%
<b>Group 2</b>	55.0%	12.8%
<b>Straddle Cell</b>	56.0%	21.6%
<b>Group 2 Straddle</b>	55.0%	21.1%
<b>Pretrial Appearance Rate</b>	94.0%	91.0%
<b>Pretrial Public Safety Rate</b>	92.0%	96.0%

Does this data exclude those dispositions with prisoner status? **Yes**

B: Recidivism

<b>County</b>	<b># of Probation Violations - New Sentence to Prison</b>	<b># of Probation Violations - Technical to Prison</b>

C: COMPAS Criminogenic Needs Profile

**Please list the Top 3 needs scales (medium/probable and high/highly probable combined) as identified within the COMPAS Criminogenic Needs and Risk Profile for all probationers provided by OCC. Additionally, identify both the local and proposed OCC strategies that will impact the identified needs scales. OCC funded strategies must be identified by CCIS Code and Local Name of Program as it appears on the program descriptions:**

- First:** *Substance Abuse*
- Second:** *Criminal Personality*
- Third:** *Family Criminality*

List non-OCC funded programs in support of the top three criminogenic needs.

*Sobriety Court*

*CMH Jail Diversion*

*Outpatient Mental Health Counseling via various agencies*

*PIHP Funded SUD Counseling*

*Batterers Intervention programs*

*Coping with Anger*

*Kalamazoo OCC funded Cognitive programming*

Check the Program codes in support of the top three criminogenic needs. Z00: Other

### State Board Impact

A: Key Objectives

Does your plan intend to impact sentenced felons? Yes

Please state the objective:

Overall PCR from 26 % in FY 2024, to 24 % in FY 2025.

List OCC Programs in support of Objective:

Z00: Other

Local Program Name:

*Intensive Supervision Drug Court*

List OCC Programs in support of Objective:

Z00: Other

Local Program Name:

*Intensive Supervision Jail Alternative*

List Non-OCC Programs in support of Objective:

*Sobriety Court*

*CMH Jail Diversion*

*Outpatient Mental Health Counseling via*

*PIHP Funded SUD Counseling*

*Batterers Intervention programs*

*Coping with Anger*

*Kalamazoo OCC funded Cognitive programmi*

Were key objectives met the prior year for the sentenced felon population? Yes

If no, please provide reasoning.

Does your plan intend to impact pretrial defendants? Yes

Please state the objective:

**Appearance Rate** 94 % in FY 2024, to 94 % in FY 2025.  
from:

**Public Safety Rate** 92 % in FY 2024, to 94 % in FY 2025.  
from:

**List OCC Programs in support of Objective:**

*F22: Pretrial Assessment*

**Local Program Name:**

*F22 Pretrial Assessment*

**List OCC Programs in support of Objective:**

*F23: Pretrial Supervision*

**Local Program Name:**

*F23 Pretrial Supervision*

**List Non-OCC Programs in support of Objective:**

*CMH Jail Diversion*

*Outpatient Mental Health Counseling via*

*PIHP Funded SUD Counseling*

**Were key objectives met the prior year for the pretrial population?** Yes  
**If no, please provide reasoning.**

## Additional Information

**Please provide any additional information that supports your requests:**

*The 13th Circuit Court utilizes a different process for those participating in our two treatment courts (not being bound over to Circuit Court, but remain in District Court during the felony portion of their participation in the program in a delayed status). Due to this process, those dispositions are not counted in the overall region disposition numbers, however they are felony probationers for the first year of the program. We are requesting programming for these participants in our Drug Court program for the first 365 days in the program. Again, these individuals are not supervised by DOC staff during the felony phase of the program, and are supervised utilizing CCAB funding during the felony phase. These are not only true diversions from prison, but also if successful in the program, from being sentenced as felons.*

## Administrative Duties & Expenses Agreement

Per P.A. 511, Administration funds cannot exceed 30% of the award amount. Staff time billed for Administration duties must be for actual hours worked. Contracted provider time billed for Administration duties must comply with your local provider contract. All expenses must be approved by MOCC.

By applying for Administration funding, I acknowledge and accept the MOCC's Administration Duties & Expenses Agreement.

# Proposal

## Proposal

### CCAB Name

13th Circuit Regional

Program	Program Code	Originally Requested	Funding Request
<b>Group-Based Programs</b>			
Education	B00	\$	\$0.00
Employment	B15	\$	\$0.00
Cognitive	C01	\$	\$0.00
Domestic Violence	C05	\$	\$0.00
Sex Offender	C06	\$	\$0.00
Outpatient Services	G18	\$	\$0.00
<b>Sub-Total</b>		\$0.00	\$0.00
<b>Supervision Programs</b>			
Pretrial Supervision	F23	\$	\$105,009.89
<b>Sub-Total</b>		\$0.00	\$105,009.89
<b>Assessment Services</b>			
Actuarial Assessment	I22	\$	\$0.00
Pretrial Assessment	F22	\$	\$74,809.89
<b>Sub-Total</b>		\$0.00	\$74,809.89
<b>Case Management</b>	I24	\$	\$0.00
<b>Susbtance Abuse Testing</b>	G17	\$	\$0.00
<b>Other</b>	Z00	\$	\$53,435.64
<b>5 Day Housing</b>	Z02	\$	\$0.00
<b>Program Total</b>		\$0.00	\$233,255.42
<b>Administration</b>			
Salary & Wages		\$	\$64,122.77
Contractual Services		\$	\$0.00
Equipment		\$	\$8,000.00
Supplies		\$	\$1,000.00
Travel		\$	\$6,000.00
Training		\$	\$2,222.00
Board Expenses		\$	\$600.00
Other		\$	\$0.00
<b>Administration Total</b>		\$0.00	\$81,944.77
<b>Total Funding Request</b>		\$0.00	\$315,200
	<b>Reserved Funding</b>	<b>Approved Funding</b>	<b>Applied Admin %</b>
	\$	\$	26.00
			26.00

RESOLUTION

**13<sup>th</sup> Circuit Court Community Corrections Grant Application to MDOC for FY 2026**

WHEREAS, on May 20, 2025, the Leelanau County Board of Commissioners was presented the yearly Plans and Services Grant Application for the Michigan Department of Corrections, Office of Community Corrections and has been submitted to the board of commissioner for approval, and

WHEREAS, the grant is for one year starting with October 1, 2025, in the amount of \$315,200 and,

WHEREAS, now, application requires approval from the Leelanau County Board of Commissioners to continue funding for the next fiscal year with no changes or amendments.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Leelanau County approves the submission of the 13<sup>th</sup> Circuit Court Community Corrections FY2026 Grant Application as presented.

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





## Instructions For Completing Form 614 (L-4029) 2025 Tax Rate Request, Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

**Column 1: Source.** Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

**Column 2: Purpose of millage.** Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2025 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

**Column 3: Date of Election.** Enter the month and year of the election for each millage authorized by direct voter approval.

**Column 4: Millage Authorized.** List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

**Column 5: 2024 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback.** Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The **2024** permanently reduced rate can be found in column 7 of the **2024** Form L-4029. For operating millage approved by the voters after April 30, 2024, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

**Column 6: Current Year Millage Reduction Fraction.** List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2025 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2025 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2025. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

**Column 7: 2025 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback.** The number in column 7 is found by multiplying column 5 by column 6 on this 2025 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

**Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization).** List the millage rollback fraction for 2025 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2025. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

**Column 9: Maximum Allowable Millage Levy.** Multiply column 7 (2025 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

**Column 10/Column 11: Millage Requested to be Levied.** Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2025. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004, regarding the change in the collection date of certain county taxes.

**Column 12: Expiration Date of Millage.** Enter the month and year on which the millage will expire.

2025 Leelanau County Taxable Value (Ad Valorem Minus DVE)	Millage Purpose	2025 Maximum Allowable Millage Rate	Estimated Revenue	Season Levied
\$4,208,350,802	Operating	3.2520	\$13,685,557	Summer
\$4,208,350,802	Roads	0.4915	\$2,068,404	Winter
\$4,208,350,802	Seniors	0.3145	\$1,323,526	Winter
\$4,208,350,802	Early Childhood	0.2486	\$1,046,196	Winter
			<b>\$18,123,684</b>	

2024 Leelanau County Taxable Value	Millage Purpose	2024 Millage Rate (Actually Levied)	Estimated Revenue	Season Levied
\$3,945,944,457	Operating	3.3083	\$13,054,368	Summer
\$3,945,944,457	Roads	0.5000	\$1,972,972	Winter
\$3,945,944,457	Seniors	0.3200	\$1,262,702	Winter
\$3,945,944,457	Early Childhood	0.2000	\$789,189	Winter
		<b>SUM</b>	<b>\$17,079,231</b>	

2023 Leelanau County Taxable Value	Millage Purpose	2023 Millage Rate (Actually Levied)	Estimated Revenue	Season Levied
\$3,609,202,761	Operating	3.3580	\$12,119,703	Summer
\$3,609,202,761	Roads	0.5000	\$1,804,601	Winter
\$3,609,202,761	Seniors	0.3134	\$1,131,124	Winter
\$3,609,202,761	Early Childhood	0.1861	\$671,673	Winter
		<b>SUM</b>	<b>\$15,727,101</b>	

2022 Leelanau County Taxable Value	Millage Purpose	2022 Millage Rate (Actually Levied)	Estimated Revenue	Season Levied
\$3,317,449,286	Operating	3.3580	\$11,139,995	Summer
\$3,317,449,286	Roads	0.5000	\$1,658,725	Winter
\$3,317,449,286	Seniors	0.3134	\$1,039,689	Winter
\$3,317,449,286	Early Childhood	0.2111	\$700,314	Winter
		<b>SUM</b>	<b>\$14,538,721</b>	

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>County Clerk</u> Contact Person: <u>Michelle L. Crocker</u> Telephone Number: <u>231-256-9824</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>05/13/2025</u>
<b>Financial/Source Selection Method</b> <input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Nationwide</u> Address/ Phone: _____ <b>Description:</b> <u>Select One</u>
Budgeted Amount: _____ Contracted Amount: _____	
<b>Document Description</b>	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization	
<p>Attached is the Nationwide Amended Plan Document &amp; Summary Plan Description (SPD). The summary of changes are listed on page 1 of 1 in the middle of the document. These changes are being requested to implement the requirements of the Administrator's Employment Agreement with Leelanau County.</p> <p>If you are in agreement with this necessary change, the following motion would be needed:</p> <p>I move that the Leelanau County Board of Commissioners adopt the following two resolutions:</p> <p><b>Adoption Resolution</b>          RESOLVED, that the form of amended Plan and Trust effective April 1, 2025, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one of more counterparts of the Plan.</p> <p><b>Certificate of Adopting Resolution</b>          RESOLVED, the Amendment to Implement SECURE Act and Other Law Changes to the Leelanau County Money Purchase Plan (the Amendment) is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Plan Administrator the Amendment and to take any and all actions as it may deem necessary to effectuate this resolution.</p> <p><b>Suggested Recommendation:</b></p>	

 Department Approval: Michelle L. Crocker

 Digitally signed by Michelle Crocker  
 Date: 2025.05.08 16:38:50 -04'00'

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



Michelle Crocker  
 Leelanau County  
 8527 E. Government Center Drive, Suite  
 103  
 Suttons Bay, MI 49682

Michelle Crocker

Page 1 of 1

**Date prepared** May 7, 2025

**Plan name** Leelanau County Money Purchase Plan

**Plan number** 10383

**Questions?** Call 800-255-7566

**Visit us online** [nationwide.com/nlanlogin](http://nationwide.com/nlanlogin)

**Important information about your Plan**

**Access your information online** [nationwide.com/planlogin](http://nationwide.com/planlogin)

Dear Plan Sponsor,

Enclosed are the Amended Plan Document & Summary Plan Description (SPD). Please execute where indicated

After we have received the executed Adoption Agreement, a signed and dated copy of it, and the updated SPD, the documents will be posted to the Plan Sponsor website. You can access them by going to Plan Information and then Plan Documents.

### Plan details

Plan name: Leelanau County Money Purchase Plan  
 Plan number: 10383

### Summary of changes

The provisions updated in your amendment are as follows:

- Updated Adoption Agreement to add an additional Money Type to Plan: Employer contribution other than matching (Section 11, Page 2). Contribution is 100% immediately vested (Section 17.d, Page 6)
- Added Waiver of Eligibility conditions for "Administrator" only (Section 13.e, Pages 3 and 4)
- Updated to show contribution for Administrator only (Section 24.c, Pages 9 and 10)
- Updated to show that new Money Type is available for In-Service Distributions (Section 34, Pages 16 and 17)

### Effective April 1, 2025

What you need to do:

The Summary Plan Description (SPD) must be distributed to all participants (which includes terminated participants and beneficiaries of deceased participants with a balance) within 210 days of adoption of this amendment.

NOTE: Please retain an executed copy of the Plan Documents for your records.

### We're here to help

We appreciate the opportunity to provide administrative services for your Plan. If you have any questions or need additional information, contact your Nationwide Representative at 800-255-7566. Our specialists are available Monday through Thursday, 8 a.m. to 8 p.m. and Friday, 8 a.m. to 6 p.m. Eastern Time.

Sincerely,

Nationwide Retirement Solutions

### PO Box 183046, Columbus OH 43218-3046

The Nationwide Group Retirement Series includes unregistered group fixed and variable annuities and trust programs. The unregistered group fixed and variable annuities are issued by Nationwide Life Insurance Company, Columbus, Ohio. Trust programs and trust services are offered by Nationwide Trust Company, FSB. Nationwide Investment Services Corporation, member FINRA, Columbus, Ohio.

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PNN-2015AO (02/22)

**ADOPTION AGREEMENT FOR  
DST RETIREMENT SOLUTIONS, LLC  
NON-STANDARDIZED  
GOVERNMENTAL 401(a) PRE-APPROVED PLAN**

**CAUTION:** Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

**EMPLOYER INFORMATION**

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: Leelanau County

Address: 8527 E. Government Center Drive, Suite 103  
Street

Suttons Bay City Michigan State 49682 Zip

Telephone: 231) 256-7077

Taxpayer Identification Number (TIN): 46-1385335

Employer's Fiscal Year ends: December 31st

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a.  State government or state agency
- b.  County or county agency
- c.  Municipality or municipal agency
- d.  Indian tribal government (see Note below)

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.39). Will any other Employers adopt this Plan as Participating Employers?

- a.  No
- b.  Yes

MULTIPLE EMPLOYER PLAN (Plan Article XI). Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement?

- c.  No
- d.  Yes (Complete a Participation Agreement for each Participating Employer.)

**PLAN INFORMATION**

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Question 9.)

4. PLAN NAME:

Leelanau County Money Purchase Plan

5. PLAN STATUS

- a.  New Plan
- b.  Amendment and restatement of existing Plan  
**CYCLE 3 RESTATEMENT** (leave blank if not applicable)
  - 1.  This is an amendment and restatement to bring a plan into compliance with the legislative and regulatory changes set forth in IRS Notice 2017-37 (i.e., the 6-year pre-approved plan restatement cycle).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement)

**Initial Effective Date of Plan** (except for restatements, cannot be earlier than the first day of the current Plan Year)

- a. January 1, 1999 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

**Restatement Effective Date.** If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

- b. April 1, 2025 (enter month day, year; NOTE: The restatement date may not be prior to the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. PLAN YEAR (Plan Section 1.43) means, except as otherwise provided in d. below:

- a.  the calendar year
- b.  the twelve-month period ending on \_\_\_\_\_ (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.47). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

- c.  N/A
- d.  beginning on \_\_\_\_\_ (enter month day, year; e.g., July 1, 2020) and ending on \_\_\_\_\_ (enter month day, year).

8. VALUATION DATE (Plan Section 1.53) means:

- a.  every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
- b.  the last day of each Plan Year
- c.  the last day of each Plan Year quarter
- d.  other (specify day or days): \_\_\_\_\_ (must be at least once each Plan Year)

**NOTE:** The Plan always permits interim valuations.

9. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER

(If none is named, the Employer will be the Administrator (Plan Section 1.2).)

- a.  Employer (use Employer address and telephone number)
- b.  The Committee appointed by the Employer (use Employer address and telephone number)
- c.  Other:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street

\_\_\_\_\_

City State Zip

Telephone: \_\_\_\_\_

10. TYPE OF PLAN (select one)

- a.  Profit Sharing Plan.
- b.  Money Purchase Pension Plan.

11. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

- a.  This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
  - 1.  All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select prior contributions at g. - j. (optional), skip questions 12-18 and 22-30)
  - 2.  All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

**Effective date**

- 3.  as of \_\_\_\_\_ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CURRENT CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

- b.  **Employer contributions other than matching** (Questions 24-25)
  - 1.  This Plan qualifies as a Social Security Replacement Plan (Question 24.e. must be selected)
- c.  **Employer matching contributions** (Questions 26-28)
- d.  **Mandatory Employee contributions** (Question 30)

- e.  **After-tax voluntary Employee contributions**
- f.  **Rollover contributions** (Question 36)

**PRIOR CONTRIBUTIONS**

The Plan used to permit, but no longer does, the following contributions (choose all that apply, if any):

- g.  **Employer matching contributions**
- h.  **Employer contributions other than matching contributions**
- i.  **Rollover contributions**
- j.  **After-tax voluntary Employee contributions**

**ELIGIBILITY REQUIREMENTS**

- 12. **ELIGIBLE EMPLOYEES** (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan: (select a. or b.)
  - a.  **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 13).
  - b.  **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):
    - 1.  Union Employees (as defined in Plan Section 1.17)
    - 2.  Nonresident aliens (as defined in Plan Section 1.17)
    - 3.  Leased Employees (Plan Section 1.29)
    - 4.  Part-time Employees. A part-time Employee is an Employee whose regularly scheduled service is less than \_ \_ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
    - 5.  Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer’s payroll records.
    - 6.  Seasonal Employees. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer’s payroll records.
    - 7.  Other: All employees not eligible for longevity pay and those who opted to continue receiving longevity pay, temporary and part-time employees. (must be definitely determinable under Regulation §1.401-1(b). Exclusions may be employment title specific but may not be by individual name)

**NOTE:** If option 4. - 6. (part-time, temporary and/or seasonal exclusions) is selected, when any such excluded Employee actually completes 1 Year of Service, then such Employee will no longer be part of this excluded class. For this purpose, the Hours of Service method will be used for the 1 Year of Service override regardless of any contrary selection at Question 16.

- 13. **CONDITIONS OF ELIGIBILITY** (Plan Section 3.1)
  - a.  **No age and service required.** No age and service required for all Contribution Types (skip to Question 14).
  - b.  **Eligibility.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

**Eligibility Requirements**

- c.  **Age Requirement**
  - 1.  No age requirement
  - 2.  Age 20 1/2
  - 3.  Age 21
  - 4.  Age 18 (may not exceed 26)
- d.  **Service Requirement**
  - 1.  No service requirement
  - 2.  \_\_\_\_\_ (not to exceed 60) months of service (elapsed time)
  - 3.  1 Year of Service
  - 4.  2 (not to exceed 5) Years of Service
  - 5.  \_\_\_\_\_ consecutive month period from the Eligible Employee's employment commencement date and during which at least \_\_\_\_\_ Hours of Service are completed.
  - 6.  \_\_\_\_\_ consecutive months of employment.
  - 7.  Other: \_\_\_\_\_ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

**NOTE:** If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

**NOTE:** Year of Service means Period of Service if the elapsed time method is chosen.

**Waiver of conditions.** The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

- e.  If employed on April 1, 2025 the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
  - 1.  service requirement (may let part-time Eligible Employees into the Plan)

- 2.  age requirement
- 3.  waiver is for: Administrator

**Amendment or restatement to change eligibility requirements**

- f.  This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
  - 1.  The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
  - 2.  The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. **EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)**

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

- a.  date such requirements are met
- b.  first day of the month coinciding with or next following the date on which such requirements are met
- c.  first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
- d.  earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
- e.  first day of the Plan Year coinciding with or next following the date on which such requirements are met
- f.  first day of the Plan Year in which such requirements are met
- g.  first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h.  other: \_\_\_\_\_ (must be definitely determinable)

**SERVICE**

15. **RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.40 and 1.55)**

- a.  No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
- b.  Service with the designated employers is recognized as follows (select c. – e. and one or more of columns 1. - 3.; chose other options as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option h. under Section B of Appendix A):

	1.	2.	3.
<b>Other Employer</b>	<b>Eligibility</b>	<b>Vesting</b>	<b>Contribution Allocation</b>
c. <input type="checkbox"/> Employer name: _____	[ ]	[ ]	[ ]
d. <input type="checkbox"/> Employer name: _____	[ ]	[ ]	[ ]
e. <input type="checkbox"/> Employer name: _____	[ ]	[ ]	[ ]

**Limitations**

- f.  The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_ (e.g., credit service with X only on/following 1/1/19)
- g.  The following provisions or limitations apply with respect to the recognition of service with other employers: \_\_\_\_\_ (e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)

**NOTE:** If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.40 and 1.55 regardless of any selections above.

16. **SERVICE CREDITING METHOD (Plan Sections 1.40 and 1.55)**

- NOTE:** If any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in Plan Section 1.55 will apply, including the following defaults, except as otherwise elected below:
- 1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
  - 2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.

**Non-Standardized Governmental 401(a)**

3. For eligibility purposes, the computation period will be as defined in Plan Section 1.55 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
  4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
  5. Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.
- a.  **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:
1.  all purposes (skip to Question 17)
  2.  the following purposes (select one or more):
    - a.  eligibility to participate
    - b.  vesting
    - c.  allocations, distributions and contributions
- b.  **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):
1.  **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
  2.  **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
  3.  **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
    - a.  all purposes
    - b.  the following purposes (select one or more):
      1.  eligibility to participate
      2.  vesting
      3.  allocations, distribution and contributions

Such method will apply to:

    - c.  all Employees
    - d.  Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
    - e.  other: \_\_\_\_\_ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

    - f.  days worked (10 hours per day)
    - g.  weeks worked (45 hours per week)
    - h.  semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
    - i.  months worked (190 hours per month)
    - j.  bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
    - k.  other: \_\_\_\_\_ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).
  4.  **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service for:
    - a.  all purposes
    - b.  the following purposes (select one or more):
      1.  eligibility to participate
      2.  vesting
      3.  allocations, distributions and contributions
- c.  **Alternative for counting all prior service.** Instead of the default which recognizes all prior service for rehired Employees, the Plan will not recognize prior service and rehired Employee are treated as new hires for the following purposes: (select one)
1.  all purposes
  2.  the following purposes (select one or more):
    - a.  eligibility to participate
    - b.  vesting
    - c.  sharing in allocations or contributions

**Non-Standardized Governmental 401(a)**

- d.  **Other service crediting provisions:** \_\_\_\_\_ (must be definitely determinable; e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service.)

NOTE: Must not list more than 1,000 hours in this Section. This servicing credit provision will be used for:

1.  All purposes
2.  The following purposes (select one or more):
  - a.  eligibility to participate
  - b.  vesting
  - c.  allocations, distributions and contributions

**VESTING**

17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))

- a.  N/A (no Employer contributions; skip to Question 19)
- b.  The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

**Vesting for Employer contributions other than matching contributions**

- c.  N/A (no Employer contributions (other than matching contributions); skip to f.)
- d.  100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
  1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
  2.  4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
  3.  5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
  4.  Cliff: 100% vesting after \_\_\_\_\_ (not to exceed 15) years
  5.  Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**Vesting for Employer matching contributions**

- f.  N/A (no Employer matching contributions)
- g.  The schedule above will also apply to Employer matching contributions.
- h.  100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
  1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
  2.  4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
  3.  5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
  4.  Cliff: 100% vesting after \_\_\_\_\_ (not to exceed 15) years
  5.  Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**NOTE:** If any Part-time/Seasonal/Temporary Employees who are not covered under Social Security are participating in this Plan as a Social Security Replacement Plan, any contributions used to satisfy the minimum contribution requirements of Question 24.e. will be 100% vested.

18. VESTING OPTIONS

**Excluded vesting service.** The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a.  Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b.  Service prior to the computation period in which an Employee has attained age \_\_\_\_\_.
- c.  Service during a period for which an Employee did not make mandatory Employee contributions.

**Vesting for death, Total And Permanent Disability and Early/Normal Retirement.** Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- d.  Death
- e.  Total and Permanent Disability
- f.  Early Retirement Date
- g.  Normal Retirement Age

**RETIREMENT AGES**

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.33) means: 19

This Question 19 and Question 20 may be skipped if the Plan does not base any benefits, distributions or other features on Normal Retirement Age.

- a.  **Specific age.** The date a Participant attains age 65
- b.  **Age/participation.** The later of the date a Participant attains age \_\_\_\_\_ or the \_\_\_\_\_ anniversary of the first day of the Plan Year in which participation in the Plan commenced
- c.  Other: \_\_\_\_\_ (must be definitely determinable)

**NOTE:** If this is a Money Purchase Pension Plan and in-service distributions at Normal Retirement Age are permitted, then the Normal Retirement Age cannot be less than age 62, or age 50 if substantially all Participants are qualified public safety employees (as defined in Code §72(t)(1)). The "substantially all" requirement for qualified public safety employees will no longer be a requirement as of the effective date of the final regulations once they are issued & effective. If an age less than 62 is inserted (unless the age 50 safe harbor is applicable for a qualified public safety employee), no reliance will be afforded on the Opinion Letter issued to the Plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants works. Effective for Employees hired during Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register, an NRA of less than age 62 must comply with the final regulations under §401(a).

**Qualified public safety employees.** Normal Retirement Age for public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

- d.  Age \_\_\_\_\_ (may not be less than 50 for a Money Purchase Pension Plan or 40 for a Profit Sharing Plan)

20. NORMAL RETIREMENT DATE (Plan Section 1.34) means, with respect to any Participant, the:

- a.  date on which the Participant attains "NRA"
- b.  first day of the month coinciding with or next following the Participant's "NRA"
- c.  first day of the month nearest the Participant's "NRA"
- d.  Anniversary Date coinciding with or next following the Participant's "NRA"
- e.  Anniversary Date nearest the Participant's "NRA"
- f.  Other: \_\_\_\_\_ (e.g., first day of the month following the Participant's "NRA").

21. EARLY RETIREMENT DATE (Plan Section 1.15)
- a.  N/A (no early retirement provision provided)
  - b.  Early Retirement Date means the:
    - 1.  date on which a Participant satisfies the early retirement requirements
    - 2.  first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
    - 3.  Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements
- Early retirement requirements**
- 4.  Participant attains age \_\_\_\_\_  
**AND, completes....** (leave blank if not applicable)
    - a.  at least \_\_\_\_\_ Years (or Periods) of Service for vesting purposes
    - b.  at least \_\_\_\_\_ Years (or Periods) of Service for eligibility purposes
  - c.  Early Retirement Date means: \_\_\_\_\_ (must be definitely determinable)

**COMPENSATION**

22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

**Base definition**

- a.  Wages, tips and other compensation on Form W-2
- b.  Code §3401(a) wages (wages for withholding purposes)
- c.  415 safe harbor compensation

**NOTE:** Plan Section 1.10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

**Determination period.** Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

- d.  the Plan Year
- e.  the Fiscal Year coinciding with or ending within the Plan Year
- f.  the calendar year coinciding with or ending within the Plan Year

**Adjustments to Compensation** (for Plan Section 1.10). Compensation will be adjusted by:

- g.  **No adjustments** (skip to Question 23. below)
- h.  **Adjustments.** Compensation will be adjusted by (select all that apply):
  - 1.  excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
  - 2.  excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
  - 3.  excluding Compensation paid during the "determination period" while not a Participant in the Plan.
  - 4.  excluding Military Differential Pay
  - 5.  excluding overtime
  - 6.  excluding bonuses
  - 7.  other: \_\_\_\_\_ (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

**415 Compensation (post-severance compensation adjustments)** (select all that apply at a.; leave blank if none apply)

**NOTE:** Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a.  The defaults listed above apply except for the following (select one or more):
  - 1.  Leave cash-outs will be **excluded**
  - 2.  Nonqualified unfunded deferred compensation will be **excluded**
  - 3.  Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
  - 4.  Other: \_\_\_\_\_ (must be definitely determinable)

**Plan Compensation (post-severance compensation adjustments)**

- b.  **Defaults apply.** Compensation will **include** (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans. (skip to Question 24)
- c.  **Exclude all post-severance compensation.** Exclude all post-severance compensation for allocation purposes.
- d.  **Post-severance adjustments.** The defaults listed at b. apply except for the following (select one or more):
  - 1.  Exclude all post-severance compensation

- 2.  Regular pay will be **excluded**
- 3.  Leave cash-outs will be **excluded**
- 4.  Nonqualified unfunded deferred compensation will be **excluded**
- 5.  Military Differential Pay will be **included**
- 6.  Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
- e.  Other: \_\_\_\_\_ (must be definitely determinable)

**CONTRIBUTIONS AND ALLOCATIONS**

24. EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(b)(3)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

- a.  **Discretionary contribution (no groups).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
- b.  **Discretionary contribution (Grouping method).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regulation §1.401-1(b)(1)(ii). The Employer must notify the Trustee in writing of the amount of the Employer Contribution being given to each group.
  - 1.  Each Participant constitutes a separate classification.
  - 2.  Participants will be divided into the following classifications with the allocation methods indicated under each classification.

**Definition of classifications.** Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).

Classification A will consist of \_\_\_\_\_

The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification B will consist of \_\_\_\_\_

The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification C will consist of \_\_\_\_\_

The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification D will consist of \_\_\_\_\_

The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Additional Classifications: \_\_\_\_\_ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

**NOTE:** If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.

**Determination of applicable group.** If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

- a.  Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
  - b.  Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
  - c.  Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
  - d.  One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
- c.  **Fixed contribution** equal to (only select one):
- 1.  \_\_\_\_\_% of each Participant's Compensation for each:
    - a.  Plan Year
    - b.  calendar quarter
    - c.  month

- d.  pay period
  - e.  week
  - 2.  \$ \_\_\_\_\_ per Participant.
  - 3.  \$ \_\_\_\_\_ per Hour of Service worked while an Eligible Employee
    - a.  up to \_\_\_\_\_ hours (leave blank if no limit)
  - 4.  other: Administrator only will receive 9% of his compensation funded by the county (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b)) **NOTE:** Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).
- d.  **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

- 1.  Sick leave
- 2.  Vacation leave

**Eligible Employees.** Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

- 3.  **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
    - a.  The Former Employee must be at least age \_\_\_\_\_ (e.g., 55)
    - b.  The value of the sick and/or vacation leave must be at least \$ \_\_\_\_\_ (e.g., \$2,000)
    - c.  A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours
    - d.  A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours
  - 4.  **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
    - a.  The Employee must be at least age \_\_\_\_\_ (e.g., 55)
    - b.  The value of the sick and/or vacation leave must be at least \$ \_\_\_\_\_ (e.g., \$2,000)
    - c.  A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours
    - d.  A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours
- e.  **Social Security Replacement Plan.** Except as provided below, the Employer will contribute an amount equal to 7.5% of each eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that are picked-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)

**AND,** only the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: (select all that apply)

- 1.  Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than \_\_\_\_\_ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
- 2.  Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
- 3.  Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
- 4.  Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate)
- 5.  Other: \_\_\_\_\_ (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).

The minimum contribution of 7.5% stated above will be satisfied by:

- a.  the Employee only (specify the contribution at the mandatory Employee contributions Question 30)
- b.  the Employer only
- c.  both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute \_\_\_\_\_% of each eligible Participant's Compensation.

NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25

below do not apply to the Employer contribution made pursuant to this provision.

- f.  Other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula). **NOTE:** Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).

25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a., b., c., or f. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)

- a.  **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).

- b.  **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

**Conditions for Participants NOT employed on the last day of the Plan Year**

- 1.  A Participant must complete at least \_\_\_\_\_ (not to exceed 500) Hours of Service if the actual hours/equivalency method is selected (or at least \_\_\_\_\_ (not to exceed 3) months of service if the elapsed time method is selected).
- 2.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 3.  Participants will NOT share in the allocations, regardless of service.
- 4.  Participants will share in the allocations, regardless of service.
- 5.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Conditions for Participants employed on the last day of the Plan Year**

- 6.  No service requirement.
- 7.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 8.  A Participant must complete at least \_\_\_\_\_ Hours of Service during the Plan Year.
- 9.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If b.1., 2., 3., or 5. above is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c.  Death
- d.  Total and Permanent Disability
- e.  Termination of employment on or after Normal Retirement Age
  - 1.  or Early Retirement Date

26. EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(b)(2) and Plan Section 4.12). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) make the following matching contributions:

- A. **Employee contributions taken into account.** For purposes of applying the matching contribution provisions below, the following amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more):

- a.  Elective deferrals to a **457 plan**. Enter Plan name(s): \_\_\_\_\_
- b.  Elective deferrals to a **403(b) plan**. Enter Plan name(s): \_\_\_\_\_
- c.  Voluntary Employee Contributions
- d.  Other: Match based on employee 457 contribution and length of employment. Please see attachment.  
\_\_\_\_\_ (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)

- B. **Matching Formula.** (select one)

- e.  **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to \_\_\_\_\_% (e.g., 50) of the Participant's "matched Employee contributions"
  - 1.  that do not exceed \_\_\_\_\_% of a Participant's Compensation (leave blank if no limit)  
Additional matching contribution (choose 2. if applicable):
  - 2.  plus an additional matching contribution of a discretionary percentage determined by the Employer,
    - a.  but not to exceed \_\_\_\_\_% of Compensation. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

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f.  **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

g.  **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____ %
_____	_____ %
_____	_____ %

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

1.  vesting purposes
2.  eligibility purposes

h.  **Flexible Discretionary Match.** (may not be elected if this Plan is a Money Purchase Pension Plan) "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirement of Section 4.12, reproduced below, unless the Employer elects to use a "Rigid Discretionary Match" in Election 26.B.h.1. below.

The discretionary matching contribution under this Question 26.B.h. is a "Flexible Discretionary Match" unless the Employer elects to use a "Rigid Discretionary Match." (Choose 1. if applicable.)

1.  **Rigid Discretionary Match.** A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 4.12.

Section 4.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to *allocate* a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" contribution is made to the Plan for the Plan Year.

i.  **Discretionary - tiered.** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make matching contributions equal to a discretionary percentage of a Participant's "matched Employee contributions," to be determined by the Employer, of each tier, to be determined by the Employer. Such discretion will only pertain to the

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amount of the contribution. The tiers may be based on the rate of a Participant's "matched Employee contributions" or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- j.  Other: Match based on employee 457 contribution and length of employment. Please see attachment. (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula. **NOTE:** Under Question 26.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 26 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.)

27. MATCHING CONTRIBUTION PROVISIONS

- A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:

- a.  N/A (no Plan specific limit on the amount of matching contribution)  
 b.  \$ \_\_\_\_\_.  
 c.  \_\_\_\_\_ % of Compensation.

- B. **Period of determination.** Any matching contribution other than a "Flexible Discretionary Match" will be applied on the following basis (and "matched Employee contributions" and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. Skip if the only Matching Contribution is a Flexible Discretionary Match.):

- d.  the Plan Year (potential annual true-up required)  
 e.  each payroll period (no true-up)  
 f.  each month (potential monthly true-up required)  
 g.  each Plan Year quarter (potential quarterly true-up required)  
 h.  each payroll unit (e.g., hour) (no true-up)  
 i.  Other (specify): \_\_\_\_\_ The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed matching contributions will be allocated on each payroll period.) Such contribution period is subject to the Instructions and Notice requirement of Section 4.12.

28. ALLOCATION CONDITIONS (Plan Section 4.3) Select a. OR b. and all that apply of c. - h.

- a.  **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).

- b.  **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

**Conditions for Participants NOT employed on the last day of the Plan Year.**

1.  A Participant must complete more than 1 Hours of Service (or \_\_\_\_\_ months of service if the elapsed time method is selected).  
 2.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).  
 3.  Participants will NOT share in the allocations, regardless of service.  
 4.  Participants will share in the allocations, regardless of service.  
 5.  Other: \_\_\_\_\_ (must be definitely determinable)

**Conditions for Participants employed on the last day of the Plan Year**

6.  No service requirement.  
 7.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).  
 8.  A Participant must complete at least 1 Hours of Service during the Plan Year.  
 9.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c.  Death  
 d.  Total and Permanent Disability  
 e.  Termination of employment on or after Normal Retirement Age  
 1.  or Early Retirement Date

**Conditions based on period other than Plan Year.** The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

- f.  The Plan Year quarter.
- g.  Payroll period.
- h.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. FORFEITURES (Plan Sections 1.21 and 4.3(e))

**Timing of Forfeitures.** Except as provided in Plan Section 1.21, a Forfeiture will occur:

- a.  N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))
- b.  As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
- c.  As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.
- d.  As soon as reasonably practical after the date the Participant severs employment.

**Use of Forfeitures.** (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans, Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

- e.  added to the Employer contribution and allocated in the same manner
- f.  used to reduce any Employer contribution
- g.  allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- h.  other: N/A (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

30. MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)

**Type of mandatory Employee Contribution.** The mandatory Employee contribution is being made in accordance with the following: (select one)

- a.  The mandatory Employee contribution is a condition of employment.
- b.  The Employee must make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute the mandatory Employee contribution to the Plan. No Eligible Employee will become a Participant unless the Employee makes such an irrevocable election.

**Amount of mandatory Employee Contribution** (select one)

- c.  An Eligible Employee must contribute to the Plan \_\_\_\_\_% (not to exceed 25%) of Compensation.
- d.  An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from \_\_\_\_\_% (not less than 1%) to \_\_\_\_\_% (not to exceed 25%) of Compensation.

**Conditions of Mandatory Employee Contributions**

- e.  **Additional provisions and conditions:** \_\_\_\_\_ (must be definitely determinable; e.g., Only full-time Employees must make mandatory Employee contributions)

**Employer pick-up contribution.** The mandatory Employee contribution is "picked-up" by the Employer under Code §414(h)(2) unless elected below. (select if applicable)

- f.  The mandatory Employee contribution is not "picked-up" by the Employer.

**DISTRIBUTIONS**

31. FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply; must select at least one):

- a.  lump-sums
- b.  substantially equal installments
- c.  partial withdrawals, provided the minimum withdrawal is \$\_\_\_\_\_ (leave blank if no minimum)
- d.  partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):
  - 1.  Only Participants (and not Beneficiaries) may elect partial withdrawals or installments
  - 2.  Other: \_\_\_\_\_ (e.g., partial is not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)
- e.  annuity: \_\_\_\_\_ (describe the form of annuity or annuities)

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f.  other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**NOTE:** Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

**Cash or property.** Distributions may be made in:

g.  cash only, except for (select all that apply; leave blank if none apply):

- 1.  insurance Contracts
- 2.  annuity Contracts
- 3.  Participant loans
- 4.  all investments in an open brokerage window or similar arrangement

h.  cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):

- 1.  \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Joint and Survivor Annuity provisions.** (Plan Sections 6.5(e) and 6.6(e) (select one) The Joint and Survivor Annuity provisions do not apply to the Plan unless selected below (choose if applicable)

- i.  **Joint and Survivor Annuity applicable as normal form of distribution.** The Joint and Survivor annuity rules set forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected)
- j.  **Joint and Survivor Annuity rules apply based on Participant election.** Plan Section 6.5(f) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(e) will apply only if an annuity form of distribution is selected by a Participant.

**AND,** if i. or j. is selected above, the one-year marriage rule does not apply unless selected below (choose if applicable).

- 1.  The one-year marriage rule applies.

**Spousal consent requirements.** Spousal consent is not required for any Plan provisions (except as otherwise elected in i. above for the joint and survivor annuity rules) unless selected below (choose if applicable)

- k.  **Required for all distributions.** A Spouse must consent to all distributions (other than required minimum distributions).
- l.  **Beneficiary designations.** A married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.

**AND,** if k. or l. is selected, the one-year marriage rule does not apply unless selected below (choose if applicable).

- 1.  The one-year marriage rule applies.

32. **CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT.** Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

**A. Accounts in excess of \$5,000**

- a.  Distributions may be made as soon as administratively feasible following severance of employment.
- b.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- c.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- d.  Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- e.  Distributions may be made as soon as administratively feasible after \_\_\_\_\_ months have elapsed following severance of employment.
- f.  No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- g.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

**B. Accounts of \$5,000 or less**

- h.  Same as above
- i.  Distributions may be made as soon as administratively feasible following severance of employment.
- j.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- k.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

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C. **Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 32.f. and 32.h.):

i.  Other: \_\_\_\_\_ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

D. **Participant consent (i.e., involuntary cash-outs).** Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

**NOTE:** The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.

m.  No, Participant consent is required for all distributions.

n.  Yes, Participant consent is required only if the distribution is over:

- 1.  \$5,000
- 2.  \$1,000
- 3.  \$\_\_\_\_\_ (less than \$1,000)

**NOTE:** If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

**Automatic IRA rollover.** With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

4.  If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$\_\_\_\_\_ (e.g., \$200).

E. **Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules.

o.  Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

**NOTE:** Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

33. DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))

Distributions upon the death of a Participant prior to the "required beginning date" will:

- a.  be made pursuant to the election of the Participant or "designated Beneficiary"
- b.  begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
- c.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries
- d.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

**NOTE:** The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

34. OTHER PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)

A. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

a.  In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more) (options 2. - 5. may only be selected with Profit Sharing Plans):

- 1.  Age. The Participant has reached: (select one)
  - a.  Normal Retirement Age
  - b.  age 62
  - c.  age 59 1/2 (may not be selected if a Money Purchase Pension Plan)
  - d.  age 70 1/2 (may not be less than age 62 for Money Purchase Pension Plans)
- 2.  the Participant has been a Participant in the Plan for at least \_\_\_\_\_ years (may not be less than five (5))
- 3.  the amounts being distributed have accumulated in the Plan for at least 2 years
- 4.  other: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; and must be limited to a combination of items a.1. - a.3. or a Participant's disability.)

**More than one condition.** If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

5.  A Participant must satisfy each condition

**NOTE:** Distributions from a Transfer Account attributable to a Money Purchase Pension Plan are not permitted prior to age 62.

**Account restrictions.** In-service distributions are permitted from the following Participant Accounts:

- b.  all Accounts
- c.  only from the following Accounts (select one or more):
  - 1.  Account attributable to Employer matching contributions
  - 2.  Account attributable to Employer contributions other than matching contributions
  - 3.  Rollover Account
  - 4.  Transfer Account
 Permitted from the following assets attributable to (select one or both):
  - a.  non-pension assets
  - b.  pension assets (e.g., from a Money Purchase Pension Plan)
- 5.  Mandatory Employee Contribution Account
- 6.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulation §1.401-1(b) and is not subject to Employer discretion)

**Limitations.** The following limitations apply to in-service distributions:

- d.  N/A (no additional limitations)
- e.  Additional limitations (select one or more):
  - 1.  The minimum amount of a distribution is \$\_\_\_\_\_.
  - 2.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - 3.  Distributions may only be made from Accounts which are fully Vested.
  - 4.  In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

B. **HARDSHIP DISTRIBUTIONS** (Plan Sections 6.12) (may not be selected if this is a Money Purchase Pension Plan)  
 Hardship distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (leave blank if not applicable):

- f.  Hardship distributions are permitted from the following Participant Accounts:
  - 1.  all Accounts
  - 2.  only from the following Accounts (select one or more):
    - a.  Account attributable to Employer matching contributions
    - b.  Account attributable to Employer contributions other than matching contributions
    - c.  Rollover Account (if not available at any time under Question 36)
    - d.  Transfer Account (other than amounts attributable to a money purchase pension plan)
    - e.  Mandatory Employee Contribution Account
    - f.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

**NOTE:** Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a Money Purchase Pension Plan).

**Additional limitations.** The following limitations apply to hardship distributions:

- 3.  N/A (no additional limitations)
- 4.  Additional limitations (select one or more):
  - a.  The minimum amount of a distribution is \$\_\_\_\_\_.
  - b.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - c.  Distributions may only be made from Accounts which are fully Vested.
  - d.  A Participant does not include a Former Employee at the time of the hardship distribution.
  - e.  Hardship distributions may be made subject to the following provisions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

**Beneficiary Hardship.** Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected below.

- 5.  Hardship distributions for expenses of Beneficiaries are allowed  
**Special effective date** (may be left blank if effective date is same as the Plan or Restatement Effective Date; select a. and, if applicable, b.)
  - a.  effective as of \_\_\_\_\_
  - b.  eliminated effective as of \_\_\_\_\_.

**MISCELLANEOUS**

35. LOANS TO PARTICIPANTS (Plan Section 7.4)
- a.  New loans are NOT permitted.
  - b.  New loans are permitted.
- NOTE:** Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.
36. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)
- Eligibility.** Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):
- a.  Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
  - b.  Participants who are Former Employees
- Distributions.** When may distributions be made from a Participant's Rollover Account?
- c.  At any time
  - d.  Only when the Participant is otherwise entitled to any distribution under the Plan
37. **HEART ACT** (Plan Section 4.11) (select one or more)
- a.  **HEART ACT Continued benefit accruals.** Continued benefit accruals will apply
  - b.  **Distributions for deemed severance of employment.** The Plan permits distributions for deemed severance of employment.

**Reliance on Provider Opinion Letter.** The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider’s IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(l)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code§415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #03. This Adoption Agreement and the basic Plan document will together be known as FIS Capital Markets US LLC Non-Standardized Governmental 401(a) Pre-Approved Plan #03-001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

**Execution for Page Substitution Amendment Only.** If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) \_\_\_\_\_ effective \_\_\_\_\_, by substitute Adoption Agreement page number(s) \_\_\_\_\_. The Employer should retain all Adoption Agreement Execution Pages and amended pages. (*Note: The Effective Date may be retroactive or may be prospective.*)

The Provider, DST Retirement Solutions, LLC will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and FIS Capital Markets US LLC no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider’s representative.

Provider Name: DST Retirement Solutions, LLC

Address: PO Box 219325

Kansas City Missouri 64121-9325

Telephone Number: 800-215-8569

Email address (optional): \_\_\_\_\_

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: Leelanau County

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

\_\_\_\_\_  
DATE SIGNED

**APPENDIX A  
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS**

**A. Special effective dates** (leave blank if not applicable):

- a.  **Special effective date(s):** \_\_\_\_\_ For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance))

**B. Other permitted elections** (the following elections are optional):

- a.  **No other permitted elections**

**The following elections apply** (select one or more):

- b.  **Deemed 125 compensation** (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c.  **Break-in-Service Rules.** The following Break-in-Service rules apply to the Plan.(select 1. or 2.)
1.  **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(e)). The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
- a.  eligibility purposes
- b.  vesting purposes
2.  **Break-in-Service rules for rehired Employees.** The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or both)
- a.  all Break-in-Service rules set forth in such Sections.
- b.  only the following: \_\_\_\_\_ (specify which provisions apply to the Plan)
- d.  **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(f)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(f), the following order of priority will be used: \_\_\_\_\_ (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e.  **Joint and Survivor Annuity/Pre-Retirement Survivor Annuity.** If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.i. or 31.j. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below (select 1. and/or 2.)
1.  **Normal form of annuity.** Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be: (select one)
- a.  joint and 100% survivor annuity
- b.  joint and 75% survivor annuity
- c.  joint and 66 2/3% survivor annuity
2.  **Pre-Retirement Survivor Annuity.** The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below: (select one)
- a.  100% of a Participant's interest in the Plan.
- b.  \_\_\_\_\_% (may not be less than 50%) of a Participant's interest in the Plan.
- f.  **Limitation Year** (Plan Section 1.30). The Limitation Year for Code §415 purposes will be \_\_\_\_\_ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
- g.  **415 Limits when 2 defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
1.  Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts": \_\_\_\_\_.
- h.  **Recognition of Service with other employers** (Plan Sections 1.40 and 1.55). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

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	<b>Eligibility</b>	<b>Vesting</b>	<b>Contribution Allocation</b>
1. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
2. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
3. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
4. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
5. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
6. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>

**Limitations**

7.  The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_ (e.g., credit service with X only on/following 1/1/19)
- a.       b.       c.
- i.  **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):
1.  **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: \_\_\_\_\_ (must be definitely determinable and satisfy the parameters set forth at Question 17)
  2.  **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d.):
- Applicable Participants.** The vesting schedules in Question 17 only apply to:
- a.  Participants who are Employees as of \_\_\_\_\_ (enter date).
  - b.  Participants in the Plan who have an Hour of Service on or after \_\_\_\_\_ (enter date).
  - c.  Participants (even if not an Employee) in the Plan on or after \_\_\_\_\_ (enter date).
  - d.  Other: \_\_\_\_\_ (e.g., Participants in division A. Must be definitely determinable.)
- j.  **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))

**NOTE:** This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "required beginning date" for a Participant is:

1.  April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
2.  April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
  - a.  A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of \_\_\_\_\_ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
    1.  N/A (annuity distributions are not permitted)
    2.  Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
    3.  Upon the recommencement of distributions, a new Annuity Starting Date is created.
  - b.  A Participant who had not begun receiving required minimum distributions as of \_\_\_\_\_ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
    1.  The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

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- k.  **Other spousal provisions** (select one or more)
  - 1.  **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: \_\_\_\_\_.
  - 2.  **Automatic revocation of spousal designation** (Plan Section 6.2(g)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
  - 3.  **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
- l.  **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: \_\_\_\_\_.
- m.  **Total and Permanent Disability.** Instead of the definition at Plan Section 1.50, Total and Permanent Disability means: \_\_\_\_\_ (must be definitely determinable).
- n.  **Inclusion of Reclassified Employees** (Plan Section 1.17(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): \_\_\_\_\_.
- o.  **Claims procedures** (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) – (b) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures.
  - 1.  The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a).
  - 2.  The claims procedures set forth in Plan Section 2.10(c)-(g) apply as follows: \_\_\_\_\_ (specify which provisions apply and/or modified)
- p.  **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Section 6.11)  
 In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a Money Purchase Pension Plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)  
**Limitations.** The following limitations apply to these in-service distributions:
  - 1.  The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
  - 2.  N/A (no limitations)
  - 3.  The following elections apply to in-service distributions at age 62 (select one or more):
    - a.  The minimum amount of a distribution is \$\_\_\_\_\_ (may not exceed \$1,000).
    - b.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
    - c.  Distributions may only be made from Accounts which are fully Vested.
    - d.  In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must be definitely determinable and not subject to discretion).
- q.  **QLACs.** (Plan Section 6.8(e)(4)) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant’s Account has been invested.

**ADMINISTRATIVE PROCEDURES**

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

**A. Loan Limitations.** (complete only if loans to Participants are permitted; leave blank if none apply)

- a.  Limitations (select one or more):
    - 1.  Loans will be treated as Participant directed investments.
    - 2.  Loans will only be made for hardship or financial necessity as specified below (select a. or b.)
      - a.  hardship reasons specified in Plan Section 6.12
      - b.  financial necessity (as defined in the loan program).
    - 3.  The minimum loan will be \$\_\_\_\_\_.
    - 4.  A Participant may only have \_\_\_\_\_ (e.g., one (1)) loan(s) outstanding at any time.
    - 5.  All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
    - 6.  The home loan term will be \_\_\_\_\_ years. (if not selected, the Administrator establishes the term for repayment of a home loan)
    - 7.  **Account restrictions.** Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
      - a.  Account(s) attributable to Employer matching contributions
      - b.  Account attributable to Employer contributions other than matching contributions
      - c.  Rollover Account
      - d.  Transfer Account
      - e.  Other: \_\_\_\_\_
- AND**, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:
- f.  by determining the limits by only considering the restricted accounts.
  - g.  by determining the limits taking into account a Participant's entire interest in the Plan.

**Additional Loan Provisions** (select all that apply; leave blank if none apply)

- b.  **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):
  - 1.  payroll deduction
  - 2.  ACH (Automated Clearing House)
  - 3.  check
    - a.  Only for prepayment
- c.  **Interest rate.** Loans will be granted at the following interest rate (if left blank, then 3. below applies):
  - 1.  \_\_\_\_\_ percentage points over the prime interest rate
  - 2.  \_\_\_\_\_%
  - 3.  the Administrator establishes the rate at the time the loan is made
- d.  **Refinancing.** Loan refinancing is allowed.

**B. Life Insurance.** (Plan Section 7.3)

- a.  Life insurance may not be purchased.
- b.  Life insurance may be purchased...
  - 1.  at the option of the Administrator
  - 2.  at the option of the Participant

**Limitations**

- 3.  N/A (no limitations)
- 4.  The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
  - a.  Each initial Contract will have a minimum face amount of \$\_\_\_\_\_.
  - b.  Each additional Contract will have a minimum face amount of \$\_\_\_\_\_.
  - c.  The Participant has completed \_\_\_\_\_ Years (or Periods) of Service.
  - d.  The Participant has completed \_\_\_\_\_ Years (or Periods) of Service while a Participant in the Plan.
  - e.  The Participant is under age \_\_\_\_\_ on the Contract issue date.
  - f.  The maximum amount of all Contracts on behalf of a Participant may not exceed \$\_\_\_\_\_.
  - g.  The maximum face amount of any life insurance Contract will be \$\_\_\_\_\_.

**C. Plan Expenses.** Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?

- a.  No
- b.  Yes

**Use of Forfeitures**

Forfeitures of Employer contributions other than matching contributions will be:

- c.  added to the Employer contribution and allocated in the same manner
- d.  used to reduce any Employer contribution
- e.  allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- f.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

Forfeitures of Employer matching contributions will be:

- g.  N/A. Same as above or no Employer matching contributions.
- h.  used to reduce the Employer matching contribution.
- i.  used to reduce any Employer contribution.
- j.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

**D. Directed investments**

- a.  Participant directed investments are NOT permitted.
- b.  Participant directed investments are permitted from the following Participant Accounts:
  - 1.  all Accounts
  - 2.  only from the following Accounts (select one or more):
    - a.  Account attributable to Employer contributions
    - b.  Rollover Account
    - c.  Transfer Account
    - d.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

**E. Rollover Limitations.** Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below?

- a.  No, Administrator determines in operation which sources will be accepted.
- b.  Yes

**Rollover sources.** Indicate the sources of rollovers that will be accepted (select one or more)

- 1.  **Direct Rollovers.** The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
  - a.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
  - b.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
  - c.  a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
  - d.  a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
  - e.  a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
  - f.  a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
  - g.  a plan described in Code §457(b) (eligible deferred compensation plan)

**Direct Rollovers of Participant Loan.** The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)

- h.  The Plan will accept a direct rollover of a Participant loan
- i.  The Plan will only accept a direct rollover of a Participant loan only in the following situation(s): \_\_\_\_\_ (e.g., only from Participants who were employees of an acquired organization).

- 2.  **Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution (select one or more):
  - a.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
  - b.  a plan described in Code §403(a) (an annuity plan)
  - c.  a plan described in Code §403(b) (a tax-sheltered annuity)
  - d.  a governmental plan described in Code §457(b) (eligible deferred compensation plan)
- 3.  **Participant Rollover Contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

**F. Trustee(s) or Insurer(s).** Information regarding Trustee(s)/Insurer(s) (required for the Summary Plan Description and, if requested, the Trust Agreement)

(Note: Select a. if not using provided trust. MUST select b and following questions as applicable):

- a.  Do not produce the trust agreement

b.  Complete the following UNLESS not selecting supporting forms:

**Trustee/Insurer** (select a. OR one or more of d. - e.)

c.  **Insurer.** This Plan is funded exclusively with Contracts (select one or more of 1. - 4)

**Name of Insurer(s)**

- 1.  \_\_\_\_\_
- 2.  \_\_\_\_\_
- 3.  Use Employer address/telephone number/email
- 4.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

d.  Individual Trustee(s)

e.  Corporate Trustee

**Name of Trust**

f. Specify name of Trust (required for FIS trust): Leelanau County Money Purchase Plan

**Individual Trustees (if d. selected above, complete g. - j.)**

**Directed/Discretionary Trustees.** The individual Trustee(s) executing this Adoption Agreement are (select g. or h.)

g.  Select for each individual Trustee (skip to next question)

h.  The following selections apply to all individual Trustee(s) (select 1. - 4. as applicable)

- 1.  A discretionary Trustee over all plan assets (may not be selected with 2. - 4.)
- 2.  A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 1., 3. or 4.)
- 3.  The individual Trustee(s) will serve as a discretionary Trustee over the following assets: \_\_\_\_\_ (may not be selected with 1. or 2.)
- 4.  The individual Trustee(s) will serve as a nondiscretionary (directed) Trustee over the following assets: \_\_\_\_\_ (may not be selected with 1. or 2.)

**Individual Trustee(s)** (complete if d. selected above)

i.  Individual Trustee(s) are (select one or more of a. - j.; enter address at j. below)

a. **Name** Michelle Crocker

**Title/Email:**

- 1. Title Trustee
- 2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. - 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

b. **Name** \_\_\_\_\_

**Title/Email:**

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. - 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

c. **Name** \_\_\_\_\_

**Title/Email:**

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. - 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

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- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

d. **Name** \_\_\_\_\_

**Title/Email:**

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

e. **Name** \_\_\_\_\_

**Title/Email:**

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

f. **Name** \_\_\_\_\_

**Title/Email:**

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

g. **Name** \_\_\_\_\_

**Title/Email:**

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

h. **Name** \_\_\_\_\_

**Title/Email:**

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

i. **Name** \_\_\_\_\_

**Title/Email:**

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

**Non-Standardized Governmental 401(a)**

- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

j. **Name** \_\_\_\_\_

**Title/Email:**

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

j.  **Individual Trustee Address** (complete if d. selected above)

- 1.  Use Employer address/telephone number/email
- 2.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Corporate Trustee Name/Type/Address** (complete if e. selected above)

k.  **Name** \_\_\_\_\_

**Address/telephone number/email**

- 1.  Use Employer address/telephone number/email
- 2.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Directed/Discretionary.** The Corporate Trustee is (select 3. - 6. as applicable)

- 3.  A discretionary Trustee over all plan assets (may not be selected with 4. – 6.)
- 4.  A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 3., 5. or 6.)
- 5.  A discretionary Trustee over the following plan assets over the following assets: \_\_\_\_\_ (may not be selected with 3. – 4.)
- 6.  A nondiscretionary (directed) Trustee over the following plan assets \_\_\_\_\_ (may not be selected with 3. – 4.)

**Signee** (optional):

- 7.  Name of person signing on behalf of the corporate Trustee \_\_\_\_\_
- 8.  Email address of person signing on behalf of the corporate Trustee \_\_\_\_\_

**Special Trustee for collection of contributions.** The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions (*optional*)

l.  **Name** \_\_\_\_\_

**Title:**

1. \_\_\_\_\_

**Address/telephone number/email**

- 2.  Use Employer address/telephone number/email
- 3.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Custodian(s) Name/Address .** The Custodian(s) are (*optional*)

m.  **Name(s)** \_\_\_\_\_

**Address/telephone number/email**

- 1.  Use Employer address/telephone number/email
- 2.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Investment in common, collective or pooled trust funds.** The nondiscretionary Trustee, as directed or the discretionary Trustee acting without direction (and in addition to the discretionary Trustee's authority to invest in its own funds), may invest in any of the following trust funds: *(optional)*

- n.  \_\_\_\_\_ (Specify the names of one or more trust funds in which the Plan can invest)

**Choice of law**

- o.  This trust will be governed by the laws of the state of:
  - 1.  State in which the Employer's principal office is located
  - 2.  State in which the corporate trustee or insurer is located
  - 3.  Other \_\_\_\_\_

FIS CAPITAL MARKETS US LLC NON-STANDARDIZED GOVERNMENTAL 401(A) MODIFICATIONS  
LEELANAU COUNTY MONEY PURCHASE PLAN

The enclosed Plan is being submitted for expedited review as a Non-Standardized Plan.

No modifications from the approved specimen plan have been made to this Plan.

**ADOPTING RESOLUTION**

The undersigned authorized representative of Leelanau County (the Employer) hereby certifies that the following resolution was duly adopted by the Employer on \_\_\_\_\_, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Plan and Trust effective April 1, 2025, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto are true copies of Leelanau County Money Purchase Plan as amended and restated, and the Summary of Plan Provisions, which are hereby approved and adopted.

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

Signed: \_\_\_\_\_

Michelle Crocker      Leelanau County Clerk  
\_\_\_\_\_  
[print name/title]

**AMENDMENT TO IMPLEMENT SECURE ACT AND OTHER LAW CHANGES**

**LEELANAU COUNTY MONEY PURCHASE PLAN**

**ARTICLE 1  
PREAMBLE**

- 1.1 **Adoption and effective date of Amendment.** The Employer hereby adopts this Amendment to the Employer's Plan. Each Article specifies the effective date of its provisions. Also see Section 1.5.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment. Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. Most Articles include definitions which are specific to that Article. Also see Section 1.6.
- 1.3 **Numbering.** Except as otherwise provided in this Amendment, any "Section" reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Intention; Construction.** The purpose of this amendment is to amend the Plan in accordance with pension-related provisions of the Further Consolidated Appropriations Act of 2019 ("FCAA") in general, and Division O of that Act, the Setting Every Community Up for Retirement Enhancement Act of 2019 ("SECURE"), in specific. It also addresses a provision of the Bipartisan American Miners Act ("BAMA"), which is also part of FCAA, as well as a section of the Coronavirus Aid, Relief, and Economic Security Act ("CARES"). The provisions of this Amendment shall be interpreted and applied to be consistent with FCAA and CARES and IRS guidance issued in connection therewith, whether such guidance is issued before or after the date of this amendment.
- 1.5 **Effect of subsequent restatement or amendment of Plan.** If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions). Some Articles in this amendment may not apply to a particular plan at the time the Amendment is executed but they will apply in the future based on subsequent amendments.
- 1.6 **Preservation of prior amendments.** If the Employer previously amended the Plan after December 20, 2019 to implement a provision contained in one or more Articles of this Amendment, that prior amendment shall remain in effect and will not be superseded by this Amendment, unless Section 1.6(a) is selected. For example, if the Employer previously adopted an amendment to implement the BAMA provisions of Article 10, that amendment remains in effect, notwithstanding the provisions of this Amendment, unless Section 1.6(a) is selected.
- (a)  This amendment supersedes all prior inconsistent amendments of the Plan.

**ARTICLE 2  
INSTRUCTIONS; ELECTIONS**

- 2.1 **Instructions.** Select 2.3a if all defaults are accepted. Select 2.3b and as applicable 2.4 - 2.10 if the Employer wishes to select other than the default for a particular provision.
- 2.2 **Plan Type Definitions.** "Qualified Plan" means a Profit-Sharing Plan or Money Purchase Pension Plan.
- 2.3 **Operating Elections.** Many subsequent Articles of this Amendment refer to elections appearing in this Article 2. Each of Sections 2.4 through 2.10 refers to a corresponding Article. For example, Section 2.4 has the elections related to Article 4. The definitions in those Articles apply to the elections in the corresponding Section of this Article 2, and those elections have the same effective date as the corresponding Article. Each Section of this Article lists the default provisions which will apply if no election is made. If you accept the default(s), there is no need to complete the Section. There are no elective provisions which apply to Article 3 or Articles 11 through 14. The following are the defaults and a summary of the Articles for which there are no elections.
- Article 3. Reserved.
  - Article 4. QBADs are not permitted.
  - Article 5. Distributions of RMDs will not begin before a Participant turns 72.
  - Article 6. The Plan will apply its RMD provisions with respect to the 5-year rule in administering the 10-year rule.
  - Article 7. RMDs subject to 5-Year Rule for participants who died from 2015 through 2019 are extended one year unless the beneficiary objects.
  - Article 8. Reserved.
  - Article 9. Reserved.
  - Article 10. The amendment does not modify the minimum age for in-service distributions.
  - Article 11. Administrative policy can permit distributions of Discontinued Lifetime Income Investments.

- Article 12. Updated RMD tables and 2022 transition.
- Article 13. Permits retroactive plan adoption.
- Article 14. Difficulty of care payments are compensation for purposes of Code §415 only.

**Check (a) or (b).**

- (a)  All defaults apply. *Skip the rest of Article 2 and sign the amendment.*
- (b)  One or more defaults do not apply. *Complete those sections in Article 2 for which you do not accept the default; then sign the amendment.*

2.4 **Article 4 – Birth/Adoption Distributions.** In the absence of an election below, Article 4 does NOT apply. To permit QBADs (Qualified Birth and Adoption Distributions), check (a). If QBADs are available, they apply to all accounts except as provided in Article 4 or in elections (b), (c), (d), or (e). (*Select all that apply.*)

- (a)  Article 4 applies effective January 1, 2020, unless a different date is selected in (1) below.
- (1)  \_\_\_\_\_. (*Enter date after December 31, 2019.*)
- (b)  QBADs may only be made from accounts in which the Participant is fully vested.
- (c)  QBADs are only available from the following Accounts (*select one or more*):
- (1)  Employer matching contributions
- (2)  Employer contributions other than matching
- (3)  Rollover contributions
- (4)  Transferred accounts
- Permitted from the following assets attributable to (select one or both):
- a.  non-pension assets
- b.  pension assets (e.g., from a Money Purchase Pension Plan)
- (5)  Mandatory Employee Contributions
- (6)  Describe: \_\_\_\_\_ (*must be definitely determinable and not subject to discretion*)
- (d)  QBADs are not available if the Participant has severed employment.
- (e)  Describe additional limitations: \_\_\_\_\_ (*must be definitely determinable and not subject to discretion*)

2.5 **Article 5 – RMD Timing.** Unless Section 2.5(a) is selected, distribution of RMDs will begin for Affected Participants no sooner than April 1 of the calendar year following the year the Participant attains age 72.

- (a)  Distribution of RMDs to Affected Participants will NOT be delayed on account of this Amendment (i.e., distributions will generally commence no later than April 1 of the calendar year following the year the Affected Participant attains age 70½), in accordance with Section 5.5. This election is effective for distributions after December 31, 2019, except as specified below (*Optional: select either or both of (1) or (2)*):
- (1)  Section 5.5 is effective for distributions after \_\_\_\_\_ and prior to the earlier of January 1, 2022 or the date entered in 2.5(a)(2). (*Enter date on or after December 31, 2019.*)
- (2)  Section 5.5 is repealed for distributions after \_\_\_\_\_ (*enter date on or after the date entered in 2.5(a)(1) and before January 1, 2022*), subject to the anti-cutback rule of Code §411(d)(6) to the extent applicable.

2.6 **Article 6 – 10-Year Rule for Beneficiary RMDs.** RMDs to an Eligible Designated Beneficiary of a Participant who dies prior to the Participant's RBD will be made as elected below. In the absence of an election in Section 2.6, the Plan's provisions about Beneficiary elections with regard to the 5-Year Rule will apply, substituting the 10-Year Rule for the 5-Year Rule.

- (a)  **Beneficiary election.** The Eligible Designated Beneficiary may elect application of the 10-Year Rule or the Life Expectancy rule. If the Beneficiary does not make a timely election (*Select one of (1) or (2)*):
- (1)  **10-year rule.** The 10-year rule applies to the Eligible Designated Beneficiary.
- (2)  **Life Expectancy Rule.** The Life Expectancy rule applies to the Eligible Designated Beneficiary.
- (b)  **10-year rule.** The 10-year rule applies to the Eligible Designated Beneficiary.
- (c)  **Life Expectancy rule.** The Life Expectancy rule applies to the Eligible Designated Beneficiary.
- (d)  **Shorter Period.** The entire interest of the Eligible Designated Beneficiary will be distributed no later than December 31, \_\_\_\_\_ (*enter a number of years, not exceeding "10"*) year(s) following the year of the Participant's death.
- (e)  **Other:** (*Describe, e.g., the 10-Year Rule applies to all Beneficiaries other than a surviving spouse Beneficiary.*)
- \_\_\_\_\_

2.7 **Article 7 – CARES RMD Waivers; 5-Year Rule.** Unless the Employer elects otherwise below, beneficiaries of Applicable Participant Accounts will have the option to extend distribution under the 5-Year Rule by one year, and in the absence of a beneficiary election the extension will apply.

- (a)  **No extension without request.** The provisions of Section 7.2 apply but in the absence of a beneficiary election the extension will NOT apply.
- (b)  **Not Apply.** Article 7 will NOT apply to this Plan.

2.8 **Article 8 – Reserved.**

2.9 **Article 9 – Reserved.**

2.10 **Article 10 – In-Service Distributions.** In the absence of an election below, Article 10 does NOT apply. To permit in-service distributions at age 59½ for pension plans, check (a). Check (b) to specify an age greater than 59½. If Article 10 applies, it applies to all Accounts except as limited in Article 10.

- (a)  Article 10 applies effective on or after the first day of the first plan year beginning after December 31, 2019, unless a different date is selected in (1) below.
- (1)  \_\_\_\_\_ (Enter date on or after the first day of the first plan year beginning after December 31, 2019.)
- (b)  Age at which in-service distributions are permitted \_\_\_\_\_ (Enter age greater than 59½.) This provision applies effective on or after the first day of the first plan year beginning after December 31, 2019, unless a different date is selected in (1) below.
- (1)  \_\_\_\_\_ (Enter date on or after the first day of the first plan year beginning after December 31, 2019.)

**ARTICLE 3  
RESERVED**

**ARTICLE 4  
BIRTH/ADOPTION DISTRIBUTIONS – SECURE Act §113**

4.1 **Application.** This Article 4 will apply only if the Employer elects in Section 2.4(a) for this Article 4 to apply, effective on the date specified in Section 2.4(a).

4.2 **Distribution Authorized.** Except as limited by Section 2.4 (b), (c), (e), a Participant may request a distribution of up to \$5,000 (per child or Eligible Adoptee) as a QBAD. The Participant may request the distribution whether or not the Participant has severed employment unless Section 2.4(d) is selected. This \$5,000 limit shall be reduced by QBADs to the Participant made with respect to the same child or Eligible Adoptee by other plans maintained by the Employer or a related employer described in Code §414(b), (c), (m), or (o). However, if the Plan is a Money Purchase Pension Plan (or the account from which the distribution is withdrawn was transferred from a Money Purchase Pension Plan), and the Participant has not separated from service, the Participant may not take a QBAD prior to attaining the earlier of Normal Retirement Age or age 59½. The Plan Administrator may adopt a policy imposing frequency limitations or other reasonable administrative conditions for QBADs.

4.3 **Definitions.** The following definitions apply for this Article 4 and Section 2.4:

- (a) A "**QBAD**" is a Qualified Birth or Adoption Distribution described in Code §72(t)(2)(H)(iii). A QBAD must be made during the 1-year period beginning on the date on which a child of the Participant is born or on which the legal adoption of an Eligible Adoptee by the Participant is finalized.
- (b) An "**Eligible Adoptee**" is an individual, other than a child of the Participant's spouse, who has not attained age 18 or is physically or mentally incapable of self-support. An individual is considered physically or mentally incapable of self-support if that individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long-continued and indefinite duration. This provision shall be applied in a manner consistent with Part D of IRS Notice 2020-68.

4.4 **Rollover.** A Participant who received one or more QBADs from this Plan may, if the Plan then permits the Participant to make rollover contributions, make one or more contributions in an aggregate amount not to exceed the amount of such QBADs. The Plan will treat such a contribution as a rollover contribution made by direct trustee-to-trustee transfer within 60 days of distribution.

4.5 **Reliance.** The Plan Administrator may rely on an individual's reasonable representation that the individual is eligible to receive a QBAD unless the Plan Administrator has actual knowledge to the contrary.

4.6 **Status.** A QBAD is not an eligible rollover distribution for purpose of the obligation to permit a direct rollover under Code §401(a)(31), the notice requirement of Code §402(f), or the mandatory withholding rules of Code §3405(c)(1).

**ARTICLE 5  
REQUIRED BEGINNING DATE – SECURE Act §114**

5.1 **Application.** This Article 5 will apply to all plans, regardless of type. It is effective with regard to RMDs required to be made after December 31, 2019.

5.2 **Delay of Required Beginning Date.** An Affected Participant's RBD shall not be earlier than April 1 of the calendar year following the year the Affected Participant attains age 72. For purposes of determining an Affected Participant's RBD, an Affected Participant will be treated as a more than 5% owner if the Participant was a 5-percent owner (as defined in Code §416(i)(1)(B)) as to the Plan Year ending in the calendar year the Participant attains age 72.

- 5.3 **Spousal Distributions.** If an Affected Participant dies prior to the Participant's RBD, and the Participant's sole Designated Beneficiary is the Participant's surviving spouse, then the RMDs to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later. However, this Section will apply only if the Plan, prior to this Amendment, permitted a surviving spouse to delay RMD distributions to December 31 of the calendar year in which the Participant would have attained age 70½.
- 5.4 **Definitions.** The following definitions apply for this Article 5 and Section 2.5:
- (a) A Participant is an "**Affected Participant**" if the Participant was born after June 30, 1949.
  - (b) An "**RMD**" is a Required Minimum Distribution as described in Code §401(a)(9).
  - (c) A Participant's "**RBD**" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C), as amplified by Section 5.2.
- 5.5 **Optional Distribution Timing.** If the Employer elects in Section 2.5(a) for this Section 5.5 to apply, the timing and form of distributions to an Affected Participant will be determined as though this Article 5 had not been adopted. Distributions pursuant to this paragraph, which are not RMDs, will be treated as eligible rollover distributions for purposes of the direct rollover provisions of Code §401(a)(31). This Section 5.5 will no longer be effective for distributions after December 31, 2021, or, if earlier, the date specified in Section 2.5(a)(2).

## ARTICLE 6 BENEFICIARY RMDs – SECURE Act §401

- 6.1 **Application.** This Article 6 will apply to all plans. This Article will not apply to qualified annuities described in SECURE Act §401(b)(4)(B).
- 6.2 **Effective Date.** Except as provided in Section 6.4, Article 6 will apply to Participants who die on or after the Effective Date of this Article. Generally, the Effective Date of this Article is January 1, 2022. The Effective Date of this Article 6 in the case of a collectively-bargained plan will be the date determined in SECURE Act §401(b)(2). See Section 6.5 regarding the limited application of this Article to certain accounts of Participants who died before the Effective Date of this Article.
- 6.3 **Death before RBD.** If the Participant dies before the Participant's RBD, the Plan will distribute or commence distribution of the Participant's Vested Accrued Benefit not later than as follows:
- (a) **No Designated Beneficiary.** If there is no Designated Beneficiary as of September 30 of the year following the calendar year of the Participant's death, the Beneficiary's entire interest will be distributed under the 5-Year Rule.
  - (b) **Eligible Designated Beneficiary.** If the distributee of a Participant's account is an Eligible Designated Beneficiary, the Beneficiary's entire interest will be distributed under the Life Expectancy Rule unless the 10-Year Rule applies. The Employer may elect application of the Life Expectancy rule or the 10-Year Rule in Section 2.6. In the absence of an election in Section 2.6, the Plan's provisions with regard to election of the 5-Year Rule will apply, substituting the 10-Year Rule for the 5-Year Rule. A permitted Beneficiary election must be made no later than the earlier of December 31 of the calendar year in which distribution would be required to begin under the Life Expectancy Rule, or by December 31 of the calendar year which contains the tenth anniversary of the Participant's (or, if applicable, surviving spouse's) death.
  - (c) **Other Designated Beneficiaries.** If the distributee of the Participant's account is a Designated Beneficiary who is not an Eligible Designated Beneficiary, then the Beneficiary's entire interest will be distributed under the 10-Year Rule.
  - (d) **10-Year Rule.** If distribution of a deceased Participant's account thereof is subject to the "10-Year Rule," then the Plan will distribute the account in full no later than December 31 of the tenth year following the year of the Participant's death. No RMDs are required to be distributed from the account prior to that date.
- 6.4 **Death after RBD.** If the Participant dies on or after the Participant's RBD, the Participant's remaining interest will be distributed at least as rapidly as under the method of distribution being used as of the date of the participant's death, using the Life Expectancy Rule, as, and to the extent, provided by applicable guidance. If the Beneficiary is a Designated Beneficiary that is not an Eligible Designated Beneficiary, the Plan will distribute the remaining account in full no later than December 31 of the tenth year following the year of the Participant's death.
- 6.5 **Beneficiary Death.** If an Eligible Designated Beneficiary receiving distributions under the Life Expectancy Rule dies before receiving distribution of the Beneficiary's entire interest in the Participant's account, the Plan will distribute that interest in full no later than December 31 of the 10<sup>th</sup> year following the year of the Eligible Designated Beneficiary's death. Similarly, if a Participant died before the Effective Date of this Article 6, and the beneficiary died after such Effective Date, but prior to receiving full distribution of the beneficiary's interest, the Plan will distribute that interest in full no later than December 31 of the tenth year following the year of the beneficiary's death.

- 6.6 **Age of Majority.** If a child of the Participant was receiving distributions under the Life Expectancy rule, when the child reaches the age of Majority, the Plan will distribute the child's account in full no later than 10 years after that date, provided the child is not otherwise an Eligible Designated Beneficiary, such as a disabled or chronically ill individual.
- 6.7 **Definitions; operating rules.** The following definitions and operating rules apply for this Article 6 and Section 2.6:
- (a) An "**RMD**" is a Required Minimum Distribution as described in Code §401(a)(9).
  - (b) A Participant's "**RBD**" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C) and the Plan. Also see Section 5.2.
  - (c) A distributee of a Participant's account is a "**Designated Beneficiary**" if the distributee is an individual or trust who is a beneficiary of the account (whether pursuant to a designation by the Participant or application of the Plan terms) and who is a designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-4, Q&As-4 and -5.
  - (d) An individual is an "**Eligible Designated Beneficiary**" of a Participant if the individual qualifies as a Designated Beneficiary and is (1) the Participant's spouse, (2) the Participant's child who has not reached the age of Majority, (3) an individual not more than 10 years younger than the Participant, (4) a disabled individual, as defined in Code §72(m)(7), or (5) an individual who has been certified to be chronically ill (as defined in Code §7702B(c)(2)) for a reasonably lengthy period, or indefinitely. Certain trusts may be treated as Eligible Designated Beneficiaries pursuant to Code §401(a)(9)(H)(iv) and (v).
  - (e) Whether a child has reached the age of "**Majority**" is determined under Code §401(a)(9)(F) and applicable regulations and guidance issued thereunder.
  - (f) The "**Life Expectancy Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(iii) and is further described in the Plan.
  - (g) The "**5-Year Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(ii) and is further described in the Plan.
  - (h) The "**10-Year Rule**" is described in Section 6.3(d).
  - (i) **Shorter period.** Section 2.6(e) may specify a shorter period to be used in place of the tenth year after the death of a Participant or Beneficiary.
  - (j) **Separate share rule.** All references in this Article to a Participant's Account and a Beneficiary's interest in that account will be applied separately to each separate account determined under Treas. Reg. §1.401(a)(9)-8, Q&A 2 and 3, and Code §401(a)(9)(H)(iv).

**ARTICLE 7  
EXTENSION OF 5-YEAR RULE FOR RMDS – CARES §2203**

- 7.1 **Application.** This Article 7 does not apply if the Employer has selected Section 2.7(b); otherwise, it is effective January 1, 2020.
- 7.2 **Waiver; default provision.** The beneficiary of an Applicable Participant Account will have the option to extend the deadline to distribute the account for one year. The default in the absence of a beneficiary election will be to extend the distribution, unless the Employer elects in Section 2.7(a) for the default to be not to extend unless the beneficiary requests it.
- 7.3 **Definitions.** The following definitions apply for this Article 7 and Section 2.7:
- (a) "**RMDs**" means required minimum distributions described in Code §401(a)(9).
  - (b) The "**5-Year Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(ii) and is further described in the Plan.
  - (c) "**Applicable Participant Account**" means the remaining account of a Participant who died during the years 2015-2019, to the extent the account is subject to the 5-Year Rule.

**ARTICLE 8  
RESERVED**

**ARTICLE 9  
RESERVED**

**ARTICLE 10  
IN-SERVICE PENSION DISTRIBUTIONS – BAMA §104**

- 10.1 **Application.** This Article 10 will apply only if the Plan is a Money Purchase Pension Plan or, as described in Section 10.3, a Profit-Sharing Plan, and the Employer elects in Section 2.10 for this Article 10 to apply, effective on the date specified in Section 2.10(a).

- 10.2 **Distribution at 59½.** A Participant can take an in-service distribution at age 59½, or, if later, the age (if any) specified in Section 2.10(b). Such a distribution will be limited to the vested portion of the Participant's accrued benefit or account and will be subject to all Plan provisions related to in-service distributions.
- 10.3 **Limited application to Profit-Sharing Plans.** If the Employer elects in Section 2.10 for this Article 10 to apply, this Article 10 will apply to an account in a Profit-Sharing Plan which holds assets transferred from a Money Purchase Pension Plan or a Defined Benefit Plan.

**ARTICLE 11  
DISTRIBUTIONS OF DISCONTINUED LIFETIME INCOME INVESTMENTS – SECURE §109**

- 11.1 **Application.** This Article 11 is effective for Plan Years beginning after December 31, 2019.
- 11.2 **Distributions authorized.** The Plan Administrator may authorize Participants to request, and as soon as practical after a Participant makes a request the Plan will make, a distribution of a Discontinued Lifetime Income Investment. Distribution under this Article is limited to the 90-day period prior to the date on which the Lifetime Income Investment is no longer authorized to be held as an investment option under the Plan. Such distribution will be in the form of a Qualified Distribution, or in the form of a Qualified Plan Distribution Annuity Contract, as determined by the Plan Administrator. The Plan Administrator will administer this section in a reasonable, nondiscriminatory manner, and may authorize distributions of some Discontinued Lifetime Income Investments and not others.
- 11.3 **Definitions.** The terms "**Lifetime Income Investment**," "**Qualified Distribution**" and "**Qualified Plan Distribution Annuity Contract**" have the meanings set forth in Code §401(a)(38)(B). A "**Discontinued Lifetime Income Investment**" is a Lifetime Income Investment which will no longer be authorized to be held as an investment option under the Plan.

**ARTICLE 12  
UPDATED LIFE EXPECTANCY TABLES – TREAS. REG. §1.401(a)(9)-9**

- 12.1 **Application.** This Article 12 will apply to all plans and is effective for distribution calendar years beginning on or after January 1, 2022.
- 12.2 **New RMD Tables.** Any Plan reference to the life expectancy tables detailed in Treas. Reg. §1.401(a)(9), such as the Uniform Life Table, the Single Life Table, or the Joint and Last Survivor Table, refers to these tables as published in Treas. Reg. §1.401(a)(9)-9 from time to time, and is subject to adjustment as described in Treas. Reg. §1.401(a)(9)-9(f).

**ARTICLE 13  
ADOPTION OF PLAN AFTER YEAR END – SECURE §201**

- 13.1 **Application.** This Article 13 is effective for Plan Years beginning after December 31, 2019.
- 13.2 **Retroactive Plan Adoption.** If the Employer adopted the underlying Plan to which this Amendment relates after the close of a taxable year, but prior to the due date (including extensions) of the Employer's federal income tax return for that taxable year, the Plan is treated as having been adopted as of the last day of the taxable year if the Plan's initial effective date is any date within that taxable year. However, no Participant may make elective deferrals to the Plan prior to the date it was adopted.

**ARTICLE 14  
DIFFICULTY OF CARE PAYMENTS – SECURE §116**

- 14.1 **Application.** This Article 14 is effective for Plan Years beginning after December 31, 2015.
- 14.2 **Inclusion in 415 Compensation.** The amount of a Participant's Compensation for purposes of determining the annual addition limit under Code §415(c)(1)(B) is increased by the amount of Difficulty of Care Payments the Employer makes to the Participant.
- 14.3 **Definition.** A "**Difficulty of Care Payment**" is a payment described in Code §131(c)(1) made in connection with qualified foster individuals.

This Amendment has been executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Plan: Leelanau County Money Purchase Plan

Name of Employer: Leelanau County

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

**CERTIFICATE OF ADOPTING RESOLUTION**

The undersigned authorized representative of Leelanau County (the Employer) hereby certifies that the following resolution was duly adopted by Employer on the date specified below, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, the Amendment to Implement SECURE Act and Other Law Changes to the Leelanau County Money Purchase Plan (the Amendment) is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Plan Administrator the Amendment and to take any and all actions as it may deem necessary to effectuate this resolution.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

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

Signed: \_\_\_\_\_

Michelle Crocker                      Leelanau County Clerk  
\_\_\_\_\_  
[print name/title]

## LEELANAU COUNTY MONEY PURCHASE PLAN

The Employer hereby establishes or restates the Leelanau County Money Purchase Plan, pursuant to the following terms and conditions. The Trustee accepts the Trust hereby created and agrees to perform the obligations this Trust imposes on the Trustee.

### ARTICLE I DEFINITIONS

**1.01 Plan.** This Trust is associated with the following plan ("the Plan"): Leelanau County Money Purchase Plan, which is intended to be qualified under Code §401(a). All of the definitions of the Plan are incorporated into this Trust by reference. All "Section" references in this Trust are to provisions of the Trust and not to Provisions of the Plan, unless otherwise clearly indicated. The Trustee may rely upon the terms of the Plan, including identification of the Named Fiduciary and Plan Administrator, as well as any documents relating to the Plan provided by the Employer, Named Fiduciary, or Plan Administrator, until such time as the Trustee receives a replacement document or a revocation of the prior document.

**1.02 Trustee.** Trustee means the person or persons who as Trustee, Insurer, or Custodian execute the Trust, or any successor in office who in writing accepts the position. Such signature shall indicate the capacity in which the person is agreeing to serve, either as Discretionary Trustee, Directed Trustee, Insurer, or Custodian. The Trustee is identified in Article 4. References to Trustee do not include a Special Trustee (as described in Section 2.06), unless the context requires otherwise. If the Plan is funded totally by insurance contracts, the Insurer shall be the Trustee and shall have all powers of a Custodian hereunder. If the sponsor is a bank, savings and loan, trust company, credit union or similar institution, a person or entity other than the sponsor (or its affiliates or subsidiaries) may not serve as Trustee without the written consent of the pre-approved plan sponsor.

**1.03 Custodian.** The Employer may appoint a custodian of the Plan assets. A Custodian has the same powers, rights and duties as a Directed Trustee hereunder. Any reference in the Plan to a Trustee also is a reference to a Custodian unless the context of the Plan indicates otherwise. A limitation of the Trustee's liability by Plan provision also acts as a limitation of the Custodian's liability. The Custodian will be protected from any liability with respect to actions taken pursuant to the direction of the Trustee, Plan Administrator, the Employer, an Investment Manager, a named Fiduciary or other third party with authority to provide direction to the Custodian. It is not intended under this agreement that a Custodian have any duties or obligations that would cause it to become a fiduciary as that term is defined pursuant to ERISA. The resignation or removal of the Custodian shall be made in accordance with the terms of this document. Notwithstanding the foregoing, if a Custodian is a bank which, under its governing state law, does not possess trust powers, then Sections 2.01(A), (C) as it relates to common trust funds or collective investment funds, (D), (E), (G), and (J), and Section 3.08 do not apply and the Custodian only has the power and the authority to exercise the remaining powers under Section 2.01 and to perform the duties under Section 2.05.

**1.04 Trust Fund.** The Trust Fund means and includes all property of every kind acquired by the Plan and held by the Trust, other than incidental benefit insurance contracts. The Trust Fund is intended to be a qualified trust under Code § 501(a); all contributions so received, together with the income therefrom and any other increment thereon, shall be held, invested, reinvested and administered by the Trustee pursuant to the terms of this agreement. All right, title and interest in and to the assets of the Trust Fund shall be at all times, vested exclusively in the Trustee. Only assets actually received by Trustee will become part of the Trust Fund. Plan Sponsor acknowledges and agrees that it is responsible for effectuating the transfer of any assets held by a prior trustee or custodian to Trustee. All assets so received, together with the income there from and any other increment thereon, shall be held by Trustee pursuant to the terms of this agreement without distinction between principal and income and without liability for the payment of interest thereon. The Trustee shall have only such duties with respect to the Plan as are set forth in this agreement.

**1.05 Effective Date.** The Trust is effective on the Effective Date of the Plan. To the extent the Plan has operated under a prior trust agreement (including one incorporated into the Plan document), this document amends and restates the Trust effective as of the later of the date it is executed or when the Trustee receives assets.

**1.06 Employer.** The Employer means the Employer named in the Plan. By an appendix to this Trust, the Employer may provide that any and all powers of the Employer hereunder may be exercised by the Named Fiduciary specified in the Plan.

### ARTICLE II TRUSTEE POWERS AND DUTIES

**2.01 Discretionary Trustee Powers.** A Discretionary Trustee has full discretion and authority with regard to the investment of the Trust Fund, except as to a Plan asset: (i) properly under the control or the direction of an Investment Manager, ancillary trustee or other Plan fiduciary; (ii) subject to proper Employer or Named Fiduciary direction of investment; or (iii) subject to proper Participant or Beneficiary direction of investment. The exercise of any investment discretion hereunder shall be consistent with the funding policy determined by the Employer. Any such policy shall be consistent with the objectives of this Plan and with the requirements of Title I of the Act. The Discretionary Trustee is authorized and empowered, but not by way of limitation, with the following powers:

**(A) General Powers.** To invest and reinvest the Trust Fund and to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, as the Trustee shall deem advisable, including, but not limited to: any time deposits, or savings accounts, common or preferred stocks, open end or closed end mutual funds (including proprietary funds), put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U.S. Treasury bills, U.S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or

personal, to buy or sell options on common stock on a nationally recognized exchange with or without holding the underlying common stock, to open and to maintain margin accounts, to engage in short sales, to buy and sell commodities, commodity options and contracts for the future delivery of commodities, and to make any other investments the Trustee deems appropriate. In making such investments, the Trustee shall not be restricted to securities or other property of the character expressly authorized by the applicable law for trust investments; however, the Trustee shall give due regard to any limitations imposed by the Code or the Act, so that at all times this Plan may qualify as a qualified Plan and Trust. The Trustee shall discharge its duties with respect to the Plan solely in the interest of the Participants and Beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

**(B) Liquidity.** To retain in cash so much of the Trust Fund as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust Fund in a bank or other institutional account at reasonable interest or without interest if the Trustee determines that such deposits are reasonable or necessary to facilitate a Plan transaction or for other purposes, but consistent with the Trustee's duties under Section 2.05.

**(C) Trustee's Common/Collective Funds.** To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by any State, in any type of deposit of the Trustee (or of a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund, as described in Code §584, or in a collective investment fund, (including a group trust described in Section 3.08), the provisions of which govern the investment of such assets and which the Plan incorporates by this reference, which the Trustee (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or the affiliate) in its capacity as Trustee and which conforms to the rules of the Comptroller of the Currency, as applicable.

**(D) Real/Personal Property.** To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such considerations and on such terms and conditions as the Trustee decides.

**(E) Borrowing.** To borrow or raise money for the purposes of the Plan in such amount, and upon such terms and conditions, as the Trustee shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustee, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund. No person lending money to the Trust shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing.

**(F) Claims.** To compromise, contest, arbitrate or abandon claims and demands affecting the investment of Trust assets, in the Trustee's discretion. However, nothing in this paragraph requires a Participant or Beneficiary to arbitrate any claim under the Plan.

**(G) Voting, Tender, Exercise.** To have with respect to the Trust all of the rights of an individual owner, including the power to exercise any and all voting rights associated with Trust assets, including any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property.

**(H) Mineral rights.** To lease for oil, gas and other mineral purposes and to create mineral severances by grant or reservation; to pool or unitize interests in oil, gas and other minerals; and to enter into operating agreements and to execute division and transfer orders.

**(I) Annuities or other Contracts.** To apply for and procure from the Insurer as an investment of the Trust Fund any annuity or other Contracts (on the life of any Participant, or in the case of a profit sharing plan (including a 401(k) Plan), on the life of any person in whom a Participant has an insurable interest, or on the joint lives of a Participant and any person in whom the Participant has an insurable interest) as the Plan Administrator shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such annuity, or other Contracts; to collect, receive, and settle for the proceeds of all such annuity, or other Contracts as and when entitled to do so under the provisions thereof.

**(J) Title.** To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship. However, any securities held in a nominee or street name must be held on behalf of the Plan by: (a) a bank or trust company that is subject to supervision by the United States, any State, or a nominee of such bank or trust company; (b) a broker or dealer registered under the Securities Exchange Act of 1934 or a nominee of such broker or dealer; or (c) a clearing agency as defined in Securities Exchange Act of 1934, Section 3(a)(23), or its nominee.

**(K) Hold Pending Dispute Resolution.** To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes final adjudication.

**(L) Litigation.** To settle, compromise, or submit to arbitration (provided such arbitration does not apply to Participants or Beneficiaries) any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings. The Trustee shall have no obligation to undertake, defend or continue to maintain any action or proceeding arising in connection with the Trust, unless and until the Employer requests the Trustee to do so and agrees in writing to indemnify the Trustee against the Trustee's costs, expenses and liabilities (including, without limitation, attorneys' fees and expenses) relating thereto, to be primarily liable for such payment and to make periodic payments in respect of such fees and expenses during the course of such proceedings. If the Employer thereafter does not pay such costs, expenses and liabilities in a reasonably timely manner, the Trustee shall discontinue participation in such action or proceeding, and charge the assets of the Trust Fund to the extent sufficient for any unpaid fees and expenses.

**(M) Investment Policy.** To adopt and to amend from time to time, an investment policy consistent with the Plan's funding policy.

**(N) Bank.** The Trustee may employ a bank or trust company pursuant to the terms of its usual and customary bank agency agreement, under which the duties of such bank or trust company shall be of a custodial, clerical and record keeping nature.

**(O) Pooling Assets.** To pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee pension benefit trust created by the Employer or any related or affiliated Employer, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of this Plan and Trust and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests.

**(P) Catch All.** To perform any and all other acts which in the Trustee's judgment are necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust.

**2.02 Directed Trustee.** Except as otherwise provided herein, a Directed Trustee has all of the same powers as a Discretionary Trustee in Section 2.01 except that the Directed Trustee only may exercise such powers pursuant to a proper written direction. A "proper written direction" means the written direction of a Plan fiduciary or of a Participant or Beneficiary with authority over the Trust asset which is the subject of the direction. Written direction may be given electronically. The Employer and the Directed Trustee may, in writing, limit the powers of the Directed Trustee to any combination of powers listed within Section 2.01. The party which has the authority to manage and control the investment of the Plan assets shall discharge its duties with respect to the Plan solely in the interest of the Participants and Beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Employer, in adopting this Trust, acknowledges and agrees:

**(A) No Discretion.** The Directed Trustee does not have any discretion as to the investment or the reinvestment of the Trust Fund and the Directed Trustee is acting solely as a directed fiduciary as to the assets comprising the Trust Fund, to the extent that the Directed Trustee has the authority to act upon such assets as granted by the Employer.

**(B) No Review or Recommendations.** The Directed Trustee does not have any duty to review or to make recommendations regarding investments made pursuant to a proper written direction.

**(C) No Action Without Direction.** The Directed Trustee must retain any investment obtained upon a proper written direction until receipt of another proper written direction to dispose of such investment.

**(D) No Liability for Following Orders.** The Directed Trustee is not liable in any manner or for any reason for making, retaining or disposing of any investment pursuant to any proper written direction.

**(E) Indemnity.** The Employer will indemnify, defend and hold the Directed Trustee harmless from any damages, costs or expenses, including reasonable attorneys' fees, which the Directed Trustee may incur as a result of any claim asserted against the Directed Trustee or the Trust arising out of the Directed Trustee's compliance with any proper written direction.

**2.03 Agents.** The Trustee may employ and pay from the Trust Fund reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee reasonably may delegate to any agent, attorney, accountant or other person selected by it any power or duty vested in it by the Plan, to the extent that such delegation of power or duty is allowed under ERISA, and the Trustee may act reasonably or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

**2.04 Orphaned Plan.** If the Trustee determines that the Employer has abandoned the Plan, the Trustee (if qualified to so act) may appoint itself as a Qualified Termination Administrator ("QTA"), as defined in Department of Labor guidance, for purposes of terminating the Plan and distributing all Plan Accounts. As a QTA, the Trustee may undertake all authorized acts to wind up the Plan, including causing the Trust to pay from Trust assets to the QTA and to other service providers a reasonable fee for services rendered. A Directed Trustee may serve as a QTA without regard to the receipt of proper written direction.

**2.05 Duties.** The Trustee agrees to perform the responsibilities expressly imposed on it hereunder. The Employer and the Trustee intend that nothing shall be construed to require the Trustee to perform any responsibility or function that it has no express authority to perform under this agreement. The Trustee agrees to the following duties:

- (A) **ERISA.** If ERISA applies to the Plan and to the extent that ERISA so requires, to act: (a) solely in the interest of Participants and Beneficiaries for the exclusive purposes of providing benefits under the Plan and defraying the reasonable expenses of Plan administration; (b) with the care, skill, prudence and diligence under the circumstances then prevailing as would a prudent person acting in a like capacity and familiar with such matters; (c) by diversifying Trust investments so as to minimize the risk of large losses unless not prudent under the circumstances to do so; and (d) in accordance with the Plan to the extent that the Plan is consistent with ERISA.
- (B) **Investment Policy.** To coordinate its investment policy with Plan financial needs as communicated to it by the Plan Administrator.
- (C) **Trust Accounting.** To furnish to the Employer and to the Plan Administrator an annual statement of account showing the condition of the Trust Fund and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement, including the net income, or loss, of the Trust Fund, the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets, and the increase, or decrease, in the value of the Trust Fund, stating the assets of the Trust held at the end of the Plan Year. Such statements are conclusive on all persons, including the Employer and the Plan Administrator, except as to any act or transaction concerning which the Employer or the Plan Administrator files with the Trustee written exceptions or objections within 45 days after the receipt of the statements or for which ERISA authorizes a longer period within which to object. The Trustee also may agree with the Employer or Plan Administrator to provide the information described in this paragraph more frequently than annually. Nothing contained in this Section shall deprive the Trustee of any right to have its accounts judicially settled if the Trustee so desires. To the extent permitted by law, but subject to any express provision of applicable law as may be in effect from time to time to the contrary, no person other than the Plan Administrator or Employer may require an accounting or bring any action against the Trustee with respect to the assets of the Trust or its actions as Trustee.
- (D) **Trust Valuation.** To the extent directed by the terms of the Plan, the Plan Administrator, or the Named Fiduciary, to report the value of the Trust Fund and as applicable, the value of the Trust assets within each Participant or Beneficiary Account provided, however, the Trustee reserves the right to notify the Plan Administrator or Named Fiduciary of any non-marketable securities or other property held under the Trust without a readily-determinable value, and such securities or other property shall be valued as determined by the Plan Administrator or Named Fiduciary or other fiduciary (but not the Trustee) at least annually. However, if the Trustee is a Directed Trustee (as defined in this document) the Named Fiduciary will value the assets and will provide the valuation to the Trustee, unless the Trustee and the Named Fiduciary agree that the Trustee will conduct the valuation. The Trustee may reasonably rely on any valuation the Named Fiduciary conducts and provides.
- (E) **Distributions.** To credit and distribute the Trust Fund as the Plan Administrator directs. The Trustee is not obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee is accountable only to the Plan Administrator for any payment or distribution made by it in good faith on the direction of the Plan Administrator. The Trustee must promptly notify the Plan Administrator of any unclaimed Plan payment or distribution and then dispose of the distribution in accordance with the Plan Administrator's direction, including any processes or limitations enumerated in the Plan document. The Trustee shall be released and discharged from all further accountability or liability respecting such assets of the Trust, shall be fully protected in making payments out of the assets of the Trust in accordance with such written directions, and shall have no responsibility to see to the application of such payments or to ascertain whether such directions comply with the provisions of the Plan.
- (F) **Fees/Expenses.** To pay from the Trust Fund all reasonable Plan fees and expenses, and if applicable to allocate the fees and expenses to Plan Accounts, both as the Plan Administrator directs. Any fee or expense that the Employer pays, directly or indirectly, is not an Employer contribution to the Plan, provided the fee or the expense relates to the ordinary and necessary administration of the Trust Fund.
- (G) **Loans.** To make loans to a Participant or to a Beneficiary in accordance with the Plan Administrator's direction and the terms of the Plan.
- (H) **Records/Statements.** To keep the Trustee's Plan records open to the inspection of the Plan Administrator and the Employer at all reasonable times and to permit the review or audit of such records from time to time by any person or persons as the Employer or Plan Administrator may specify in writing. The Trustee must furnish the Plan Administrator with whatever information relating to the Trust Fund the Plan Administrator considers necessary to perform its duties as Plan Administrator.
- (I) **Tax Returns.** To file all information and tax returns required of the Trustee.
- (J) **Incapacity.** To follow the direction of the Plan Administrator with regard to distributions to any Participant or Beneficiary whom the Plan Administrator has determined to be incapacitated (such as physical or mental incapacity, or age as defined by the Plan). The Trustee also will provide any reasonable information and take any reasonable action that the Plan Administrator requests relating to a determination of incapacity or otherwise pertaining to the administration of the Account of any incapacitated person. The Trustee has no duty or liability with regard to such distributions except to follow the instructions of the Plan Administrator.

**(K) Bond.** To provide a bond for the faithful performance of its duties as Trustee under the Trust to the extent required by ERISA.

**(L) Contributions.** To receive, take and hold any contributions paid to the Trustee by the Employer in cash or, in the case of a profit sharing plan, such other property as may be acceptable to the Trustee. All contributions so received together with the income therefrom and any other increment thereon shall be held managed and administered by the Trustee pursuant to the terms of this Trust without distinction between principal and income and without liability for the payment of interest thereon. Notwithstanding the foregoing, the Trustee agrees to perform the responsibilities expressly imposed on it. The Employer and the Trustee intend that nothing shall be construed to require the Trustee to perform any responsibility or function that it has no express authority to perform under this agreement.

## 2.06 Duty to Collect Employer Contributions.

**(A) Duty.** A discretionary Trustee has the duty to collect Employer contributions, including, but not limited to, elective deferrals, except to the extent such duty is limited by the Employer or as provided in paragraph (B). A Directed Trustee does not have the duty to collect employer contributions and the Employer represents and warrants that it either has responsibility as a "named fiduciary" (as defined in ERISA §402(a)(2)) or has properly delegated the responsibility to a Plan fiduciary, other than the Directed Trustee, for determining the correctness, amount and timing of contributions and for the collection of contributions. This duty is effective no sooner than the later of the date the Employer signs this Agreement or the date the Trustee or Special Trustee executes either this Agreement or otherwise accepts its responsibilities under the Agreement.

**(B) Special Trustee.** If a Special Trustee has been appointed, the Special Trustee will have the duty to collect Employer Contributions, working with the highest-ranking officer of the Employer in the case of resignation or removal until another Trustee is appointed. This is the sole duty of the Special Trustee, acting in that capacity. No other Trustee has any duty to ensure that the contributions received comply with the provisions of the Plan or is obliged to collect any contributions from the Employer. No Trustee, other than the Special Trustee, is obliged to ensure that funds deposited are deposited according to the provisions of the Plan. The Special Trustee will either execute the Trust Agreement or a form accepting its position and agreeing to its obligations hereunder. The Special Trustee may perform any and all acts which in the Special Trustee's judgment are necessary or appropriate for the proper and advantageous discharge of its responsibilities.

**(C) Standards.** In determining how to discharge any duty to collect contributions, a Trustee, Special Trustee, or other Named Fiduciary of the Plan should weigh the value of the Plan assets involved, the likelihood of a successful recovery, and the expenses expected to be incurred. Among other factors, a Trustee, Special Trustee or other Named Fiduciary of the Plan may take into account the Employer's solvency in deciding whether to expend Plan assets to pursue a claim.

## ARTICLE III ADMINISTRATIVE PROVISIONS

**3.01 Co-fiduciary Liability.** Each fiduciary under the Trust is responsible solely for his/her or its own acts or omissions. A fiduciary does not have any liability for another fiduciary's breach of fiduciary responsibility with respect to the Trust unless the fiduciary: (a) participates knowingly in or undertakes to conceal the breach; (b) has actual knowledge of the breach and fails to take reasonable remedial action to remedy the breach; or (c) through failure to perform his/her or its own specific fiduciary responsibilities that give rise to fiduciary status, the fiduciary has enabled the other fiduciary to commit a breach of the latter's fiduciary responsibility.

## 3.02 Limitation of Liability.

**(A) Apportionment of duties.** The Named Fiduciary, the Trustee(s) and any properly appointed Investment Manager may execute a written agreement as a part of this Plan delineating the duties, responsibilities and liabilities of the Investment Manager or Trustee(s) with respect to any part of the Trust Fund under the control of the Investment Manager or the Trustee(s).

**(B) Investment Manager.** The Trustee is not liable for the acts or omissions of any Investment Manager the Named Fiduciary may appoint, nor is the Trustee under any obligation to invest or otherwise to manage any asset of the Trust Fund which is subject to the management of a properly appointed Investment Manager. If investment of the Plan assets is to be directed in whole or in part by an Investment Manager, the Trustee shall be under no duty or obligation to review any investment to be acquired, held or disposed of pursuant to such directions nor to make any recommendations with respect to the disposition or retention of any such investment. The Trustee shall have no liability or responsibility for acting or not acting pursuant to the direction of, or failing to act in the absence of any direction from, the Investment Manager.

**(C) Other Fiduciaries.** The Trustee is not liable for the acts or omissions of any ancillary trustee or independent fiduciary properly appointed under Section 3.06. However, if a Discretionary Trustee, pursuant to the delegation described in Section 3.06, appoints an ancillary trustee, the Discretionary Trustee is responsible for the periodic review of the ancillary trustee's actions and the ancillary trustee must exercise its delegated authority in accordance with the terms of the Plan and in a manner consistent with ERISA.

**(D) Indemnity.** To the extent permitted by the Code and ERISA, the Employer agrees to indemnify and hold harmless the Trustee against any and all claims, losses, damages, expenses and liabilities the Trustee may incur in the exercise and performance of the Trustee's powers and duties hereunder, unless the same are judicially determined to be due to gross

negligence or willful misconduct; including, but not limited to, attorney's fees in expenses covered. This provision applies whether or not the Trustee has resigned or has been removed.

**(E) Receipt of Assets.** The Trustee shall have no duty or responsibility to inquire as to the propriety of the amount, value or type of assets transferred to the Trust, nor to conduct any due diligence with respect to such assets; provided, however, that such assets are otherwise eligible to be held by the Trustee under the terms of the Plan.

**(F) Insurer.** The Trustee (other than an Insurer acting as Trustee) shall not be responsible for the validity of the provisions under an insurance contract issued to the Plan or for the failure or refusal by the Insurer to provide benefits under such contract. The Trustee is also not responsible for any action or failure to act by the Insurer or any other person which results in the delay of a payment under the contract or which renders the contract invalid or unenforceable in whole or in part.

**(G) Direction.** If the Trustee shall be directed by a Participant (pursuant to Plan authorized procedures), the Employer, or an Investment Manager or other agent appointed by the Employer with respect to the investment of any or all Plan assets, the Trustee shall have no liability with respect to the investment of such assets, but shall be responsible only to execute such investment instructions as so directed. In addition, if the investment of Plan assets is to be directed by Participants, the Plan Administrator, Employer or other designated Named Fiduciary shall be solely responsible for the Plan satisfying the various criteria set forth in Department of Labor Regulation §2550.404c-1 for qualification as an "ERISA Section 404(c) Plan."

**(1) Reliance.** The Trustee shall be entitled to rely fully on the written (or other form acceptable to the Plan Administrator and the Trustee, including but not limited to, voice recorded) instructions of a Participant (pursuant to the Plan procedures), the Employer, or any fiduciary or nonfiduciary agent of the Employer, in the discharge of such duties, and shall not be liable for any loss or other liability resulting from such direction (or lack of direction) of the investment of any part of the Plan assets.

**(2) Delegation.** The Trustee may delegate the duty of executing such instructions to any nonfiduciary agent, which may be an affiliate of the Trustee or any Plan representative.

**(3) Refusal.** The Trustee may refuse to comply with any direction from the Participant in the event the Trustee, in its sole and absolute discretion, deems such direction improper by virtue of applicable law. The Trustee shall not be responsible or liable for any loss or expense that may result from the Trustee's refusal or failure to comply with any direction from the Participant.

**(4) Costs.** Any costs and expenses related to compliance with the Participant's directions shall be borne by the Participant's Directed Account, unless paid by the Employer.

**(5) Collectibles.** Notwithstanding anything herein above to the contrary, the Trustee shall not invest any portion of a Participant's Directed Account in "collectibles" within the meaning of Code §408(m).

**3.03 Multiple Trustees.** An Employer may appoint one or more Trustees to perform duties in Section 2.01 for specified assets in the Plan if the Trustees accept such appointment. Multiple Trustees may consist of financial institutions or individuals in any combination at the election of the Employer. If multiple parties act as Trustee over specified assets in the Plan, the power or duties of the Trustee shall be interpreted as applying to each such Trustee only with respect to the assets of the Trust Fund for which such Trustee is the Trustee. Each Trustee shall have no responsibility for, or liability with respect to, any of the Trust Fund other than the assets for which it serves as Trustee.

**(A) Majority Decisions.** If more than two persons act as Trustee, a decision of the majority of such persons controls with respect to any decision regarding the administration or the investment of the Trust Fund or of any portion of the Trust Fund with respect to which such persons jointly act as Trustee. Except as provided in paragraph (B), the Trustees jointly will manage and control the assets of the Trust Fund (or those Trust assets as to which they act as Trustee).

**(B) Multiple Institutional Trustees.** If there is more than one Trustee which is a financial institution, each Trustee shall be the Trustee only with respect to those assets specifically deposited by the Employer in the Trust Fund for which such Trustee is the Trustee. References in the Trust to the responsibilities, power or duties of the Trustee shall be interpreted as applying to each such Trustee only with respect to the assets of the Trust Fund for which such Trustee is the Trustee. Each Trustee shall have no responsibility for, or liability with respect to, any of the Trust Fund other than the assets for which it serves as Trustee.

**(C) Allocation.** Multiple Trustees may allocate among themselves specific responsibilities or obligations or may authorize one or more of them, either individually or in concert, to exercise any or all of the powers granted to the Trustee, or to perform any or all of the duties assigned to the Trustee under this Trust.

**(D) Signature.** The signature of only one Trustee is necessary to effect any transaction on behalf of the Trust (or as to those Trust assets as to which the signatory acts as Trustee).

**3.04 Trustee Fees and Expenses.** A Trustee will receive reasonable compensation and reimbursement for reasonable Trust expenses (including counsel fees) actually incurred as Trustee, as set forth in the Trustee's fee schedule (if the Trustee has such a schedule), or as may be agreed upon from time to time by the Employer and the Trustee. No person who is receiving full pay from the Employer may receive compensation (except for reimbursement of Plan expenses) for services as Trustee. As the Plan Administrator or Employer directs,

such fees and expenses will be paid by the Employer, or the Trustee will charge the Trust for the fees or expenses. If, within a reasonable time after a Plan related fee or expense is incurred (or if within the time specified in any agreement between the Plan and the Trustee regarding payment of a fee or expense) the Plan Administrator does not communicate the Employer's decision regarding payment or if the Employer does not pay the fee or expense, the Trustee may charge the Trust for such reasonable fees and expenses as are not settlor expenses. All taxes of any kind whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof, shall be paid from the Trust Fund.

**3.05 Third Party Reliance.** A person dealing with the Trustee is not obligated to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Plan. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and is not liable to any person in so acting. The certificate of the Trustee that it is acting in accordance with the Plan is conclusive in favor of any person relying on the certificate.

**3.06 Appointment of Ancillary Trustee or Independent Fiduciary**

**(A) Appointment.** The Employer or Named Fiduciary, in writing, may appoint any qualified person in any state to act as ancillary trustee with respect to a designated portion of the Trust Fund, subject to any consent required under the Plan. An ancillary trustee must acknowledge in writing its acceptance of the terms and conditions of its appointment as ancillary trustee and its fiduciary status under ERISA.

**(B) Powers.** The ancillary trustee has the rights, powers, duties and discretion as the Employer may delegate, subject to any limitations or directions specified in the agreement appointing the ancillary trustee and to the terms of the Plan or of ERISA. The Employer may delegate its responsibilities under this Section 3.06 to a Discretionary Trustee (subject to the acceptance by such Discretionary Trustee of that delegation), but the Employer may not delegate its responsibilities to a Directed Trustee. The investment powers delegated to the ancillary trustee may include any investment powers available under Section 2.01. The delegated investment powers may include the right to invest any portion of the assets of the Trust Fund in a common trust fund, as described in Code §584, or in any collective investment fund, the provisions of which govern the investment of such assets and which the Plan incorporates by this reference, but only if the ancillary trustee is a bank or similar financial institution supervised by the United States or by a state and the ancillary trustee (or its affiliate, as defined in Code §1504) maintains the common trust fund or collective investment fund exclusively for the collective investment of money contributed by the ancillary trustee (or its affiliate) in a trustee capacity and which conforms to the rules of the Comptroller of the Currency, as applicable. The Employer also may appoint as an ancillary trustee, the trustee of any group trust fund designated for investment pursuant to the provisions of Section 3.08.

**(C) Resignation/Removal.** The ancillary trustee may resign its position and the Employer may remove an ancillary trustee as provided in Section 3.07 regarding resignation and removal of the Trustee. In the event of such resignation or removal, the Employer may appoint another ancillary trustee or may return the assets to the control and management of the Trustee.

**(D) Independent Fiduciary.** If the DOL requires engagement of an independent fiduciary to have control or management of all or a portion of the Trust Fund, the Employer will appoint such independent fiduciary, as directed by the DOL. The independent fiduciary will have the duties, responsibilities and powers prescribed by the DOL and will exercise those duties, responsibilities and powers in accordance with the terms, restrictions and conditions established by the DOL and, to the extent not inconsistent with ERISA, the terms of the Plan. The independent fiduciary must accept its appointment in writing and must acknowledge its status as a fiduciary of the Plan.

**3.07 Resignation and Removal.** The following provisions relate to Trustee resignation and removal and to appointment of a successor. They apply to a Special Trustee as well as a Trustee.

**(A) Resignation.** The Trustee may resign its position by giving written notice to the Named Fiduciary and to the Plan Administrator. The Trustee's notice must specify the effective date of the Trustee's resignation, which date must be at least 30 days following the date of the Trustee's notice, unless the Named Fiduciary consents in writing to shorter notice.

**(B) Removal.** The Employer or Named Fiduciary may remove a Trustee by giving written notice to the affected party. The Employer's notice must specify the effective date of removal which date must be at least 30 days following the date of the Employer's notice, except where the Employer reasonably determines a shorter notice period or immediate removal is necessary to protect Plan assets.

**(C) Successor Appointment.** In the event of the death, incapacity, resignation or the removal of a Trustee, where no other Trustee continues to serve, the Employer must appoint a successor Trustee if it intends to continue the Plan. If two or more persons hold the position of Trustee, in the event of the removal of one such person, during any period the selection of a replacement is pending, or during any period such person is unable to serve for any reason, the remaining person or persons shall have full authority to act under the terms of the Plan as Trustee.

**(1) Default Successor Trustee.** Except as provided in subparagraph (2) below, if the Employer fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal and no other Trustee remains, the Trustee will treat the Employer as having appointed itself as Trustee and as having filed the Employer's acceptance of appointment as successor Trustee with the former Trustee. If state law prohibits the Employer from serving as successor Trustee, the appointed successor Trustee is the president of a corporate Employer, the managing partner of a

partnership Employer, the managing member of a limited liability company Employer, the sole proprietor of a proprietorship Employer, or in the case of any other entity type, such other person with title and responsibilities similar to the foregoing.

(2) **Default Custodian.** If the Employer fails to appoint a successor Custodian as of the effective date of Custodian resignation or removal, the Trustee will direct the investment of Plan assets held by the former Custodian.

(D) **Acceptance.** Each successor Trustee succeeds its predecessor Trustee by accepting in writing its appointment as successor Trustee and by filing the acceptance with the former Trustee and the Plan Administrator. For this purpose, the successor Trustee's execution of this Trust or the Adoption Agreement to the Plan constitutes the Trustee's acceptance of its appointment as successor Trustee. The successor Trustee will also execute such other documents, if any, as the Plan Administrator may reasonably require in connection therewith.

(E) **Outgoing Trustee.** The resigning or removed Trustee, upon receipt of acceptance in writing of the Trust by the successor Trustee, must execute all documents and must perform all acts necessary to vest the title to Plan assets of record in any successor Trustee. In addition, to the extent reasonably necessary for the ongoing administration of the Plan, at the request of the Plan Administrator and the successor Trustee, the resigning or removed Trustee must transfer records, provide information and otherwise cooperate in effecting the change of Trustees. Such resigning or removed Trustee is authorized to reserve such sum of money (and for that purpose to liquidate such property as may be necessary to produce such sum) for payment of all proper expenses and charges against the assets of the Trust including reasonable expenses in connection with such resignation or removal, and any balance of such reserve remaining after the payment of such charges shall be paid over to the successor Trustee. Whenever any Trustee hereunder ceases to serve as such, the Trustee shall furnish to the Employer and Plan Administrator a written statement of account with respect to the portion of the Plan Year during which the individual or entity served as Trustee. This statement shall be either (i) included as part of the annual statement of account for the Plan Year or (ii) set forth in a special statement. Any such special statement of account should be rendered to the Employer no later than the due date of the annual statement of account for the Plan Year. The procedures set forth in Section 2.05 for the approval by the Employer of annual statements of account shall apply to any special statement of account rendered hereunder and approval by the Employer of any such special statement in the manner provided in Section 2.05 shall have the same effect upon the statement as the Employer's approval of an annual statement of account.

(F) **Successor Powers.** Each successor Trustee has and enjoys all of the powers, both discretionary and ministerial, conferred under the Plan upon its predecessor.

(G) **No Liability for Predecessor or Successor.** A successor Trustee is not personally liable for any act or failure to act of any predecessor Trustee, except as required under ERISA. With the approval of the Employer and the Plan Administrator, a successor Trustee, with respect to the Plan, may accept the account rendered and the property delivered to it by a predecessor Trustee without liability. No Trustee shall be required to investigate, or be responsible for, any acts or omissions occurring before it became, or after it ceased to be, Trustee.

**3.08 Investment in Group Trust Fund.** The Employer specifically authorizes a Directed Trustee, as directed, or a Discretionary Trustee to invest all or any portion of the assets comprising the Trust Fund in any group trust fund which at the time of the investment provides for the pooling of the assets of plans qualified under Code §401(a), including a group trust fund that also permits the pooling of qualified plan assets with assets of an individual retirement account that is exempt from taxation under Code §408(e), assets of an eligible governmental plan under Code §457(b) that is exempt from taxation under Code §457(g), assets of a custodial account under Code §403(b)(7) or a retirement income account under Code §403(b)(9), or assets of a governmental plan under Code §401(a)(24). This authorization applies solely to a group trust fund exempt from taxation under Code §501(a) and the trust agreement of which satisfies the requirements of Rev. Rul. 81 100 (as modified and clarified by Rev. Rul. 2004-67, Rev. Rul. 2011-1, and Rev. Rul. 2014-24), or any successor thereto. The provisions of the group trust fund agreement, as amended from time to time, are by this reference incorporated within this Plan and Trust. The provisions of the group trust fund will govern any investment of Plan assets in that fund. To comply with Code §4975(d)(8) as to any group trust fund maintained by a disqualified person, including the Trustee, the following provisions apply: (a) a Discretionary Trustee or a Directed Trustee may invest in any such fund at the direction of the Named Fiduciary who is independent of the Trustee and the Trustee's affiliates; (b) a Discretionary Trustee or a Directed Trustee (the latter as directed) may invest in any such fund which the Employer specifies in the Adoption Agreement to the Plan or in an appendix thereto; and (c) notwithstanding (a) and (b) a Discretionary Trustee may invest in its own funds as described in Section 2.01(C). The Employer may attach an appendix to this Trust to specify the group trust funds in which the assets of the Trust Fund may be invested. If so, investments in group trust funds shall be limited to the group trust funds so specified.

**3.09 Combining Trusts.** At the Employer's direction, the Trustee, for collective investment purposes, may combine into one trust fund the Trust created under this Plan with the trust created under any other qualified retirement plan the Employer maintains. However, the Trustee must maintain separate records of account for the assets of each Trust in order to reflect properly each Participant's Account Balance under the qualified plans in which he/she is a participant.

**3.10 Amendment/Substitution.** The Employer may, at any time and from time to time, amend or restate the Trust or any of its provisions. Any Trust amendment (a) must not conflict with any other provisions of the Plan (except as expressly are intended to override an existing Trust provision); and (b) must not cause the Plan to violate Code §401(a). The Trustee must execute or consent in writing to any amendment.

**3.11 Electronic Communication.** Any communication, notice, direction, or other writing in connection with the Trust may be given electronically, under reasonable commercial procedures satisfactory to the Trustee.

**3.12 Governing Law.** The law of the state or commonwealth where the Employer's principal office is located will determine all questions arising with respect to the provisions of the Trust.

**3.13 Reliance on Counsel.** The Trustee may consult with legal counsel (who may be of counsel to the Employer) concerning any question which may arise with reference to its duties under this Trust Agreement and the opinion of such counsel shall be full and complete protection to the Trustee in respect to any action taken or suffered by the Trustee in good faith and in accordance with the opinion of such counsel.

**3.14 Termination.** This Trust Agreement and the Trust created hereby may be terminated at any time by the Employer, and upon such termination, the assets of the Trust shall be paid out by the Trustee as and when directed by the Plan Administrator pursuant to the terms of the Plan and this Trust. When the assets of the Trust have been applied or distributed as provided herein, the Trustee shall be released and discharged from all further accountability or liability respecting the assets of the Trust (or that part of the assets so applied or distributed if the Trust is terminated only in part) or any part thereof so applied or distributed and shall not be responsible in any way or to any person for the further disposition of the assets of the Trust (or that part of the assets so applied or distributed, if the Trust is terminated only in part) or any part thereof so applied or distributed.

**ARTICLE IV  
TRUSTEE/CUSTODIAN/INSURER**

The undersigned, by executing this Trust, hereby accepts their position and agrees to all of the obligations, responsibilities and duties imposed upon them under the Trust.

The persons or entities acting as Trustee(s) hereunder, as defined in this agreement, are listed in the attached Appendix.

\_\_\_\_\_

Leelanau County

\_\_\_\_\_

DATE SIGNED

\_\_\_\_\_

Michelle Crocker

\_\_\_\_\_

DATE SIGNED

**APPENDIX  
TRUSTEES DUTIES**

Trustee:

Michelle Crocker  
Trustee

Discretionary Trustee

**LEELANAU COUNTY MONEY PURCHASE PLAN**

**SUMMARY OF PLAN PROVISIONS**

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## LEELANAU COUNTY MONEY PURCHASE PLAN

### SUMMARY OF PLAN PROVISIONS

#### INTRODUCTION TO YOUR PLAN

##### **What kind of Plan is this?**

Leelanau County Money Purchase Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan. Generally, you are not taxed on the amounts we contribute to the Plan until you withdraw these amounts from the Plan.

##### **What information does this Summary provide?**

This Summary of Plan Provisions contains information regarding your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this summary to get a better understanding of your rights and obligations under the Plan.

If you have any questions about the Plan, please contact the Administrator or other plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this summary in the Article entitled "General Information About the Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this summary conflicts with the language of the Plan document, then the Plan document always governs.

The Plan and your rights under the Plan are subject to various laws, including the Internal Revenue Code. The provisions of the Plan are subject to revision due to a change in laws. Your Employer may also amend or terminate this Plan.

**Types of Contributions.** The Plan includes provisions for the following types of contributions:

- Employer nonelective contributions
- Employer matching contributions
- Employee rollover contributions

## ARTICLE I PARTICIPATION IN THE PLAN

##### **How do I participate in the Plan?**

Provided you are not an Excluded Employee, you may begin participating under the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

**Excluded Employees.** If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- All employees not eligible for longevity pay and those who opted to continue receiving longevity pay, temporary and part-time employees.

**Eligibility Conditions.** You will be eligible to participate in the Plan when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

- attainment of age 18.
- completion of 2 Years of Service.

**Waiver of Eligibility Conditions.** The age and service requirements are waived for Administrator employed on April 1, 2025. Any such Eligible Employees will also enter the Plan on this date (i.e., this will be their Entry Date) for purposes of such contributions.

**Entry Date.** Your Entry Date will be the date on which you satisfy the eligibility requirements.

**How is my service determined for purposes of Plan eligibility?**

**Year of Service.** You will be credited with a Year of Service at the end of the twelve month period beginning on your date of hire if you have been credited with at least 1,000 Hours of Service during such period. If you have not been credited with 1,000 Hours of Service by the end of such period, you will have completed a Year of Service at the end of any following Plan Year during which you were credited with 1,000 Hours of Service.

**Hour of Service.** You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c). For Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) the monthly equivalency method (190 hours per month) will be used.

**What service is counted for purposes of Plan eligibility?**

**Service with the Employer.** In determining whether you satisfy the minimum service requirements to participate under the Plan, all service you perform for the Employer will generally be counted. However, there are some exceptions to this general rule.

**Break in Service rules.** If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules. Your Administrator will inform you as to how these rules will apply to you.

For eligibility purposes, you will have a Break in Service if you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

For eligibility purposes, you will have a Break in Service if you are not employed with the Employer for a period of at least twelve consecutive months. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, the twelve consecutive month period beginning on the first anniversary of your first day of such absence will not constitute a Break in Service.

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

**What happens if I'm a participant, terminate employment and then I'm rehired?**

If you are no longer a participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided your prior service had not been disregarded under the Break in Service rules and you are otherwise eligible to participate in the Plan.

## ARTICLE II EMPLOYEE CONTRIBUTIONS

**What are rollover contributions?**

**Rollover contributions.** At the discretion of the Administrator, if you are a Participant who is currently employed or an Eligible Employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans and certain IRAs. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan or IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

**Rollover account.** Your rollover will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this summary entitled "Vesting"). This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses.

**Withdrawal of rollover contributions.** You may withdraw the amounts in your "rollover account" at any time.

### ARTICLE III EMPLOYER CONTRIBUTIONS

This Article describes Employer contributions that will be made to the Plan.

#### **What is the Employer matching contribution and how is it allocated?**

**Matching Contribution.** Matching contributions are Employer contributions that are based on Match based on employee 457 contribution and length of employment. Please see attachment.. All of these contributions that you make are collectively referred to as "salary deferrals" for purposes of applying the matching contribution described below.

**Matching Contribution.** Match based on employee 457 contribution and length of employment. Please see attachment..

**Allocation conditions.** In order to share in the matching contribution, you must satisfy the following conditions:

- If you are employed on the last day of the payroll period, you will share if you completed at least 1 Hours of Service during the payroll period.
- If you terminate employment (not employed on the last day of the payroll period), you will only share if you are credited with at least 1 Hours of Service during the payroll period.
- You will share in the matching contribution for the payroll period regardless of the amount of service you complete during the payroll period in which your death or disability occurs. This waiver of allocation conditions will only apply once during your employment history with the Employer (e.g., if you retire, are rehired and then retire again, the waiver only applies to your initial retirement).

#### **What is the Employer nonelective contribution and how is it allocated?**

**Nonelective contribution.** Your Employer will contribute Administrator only will receive 9% of his compensation funded by the county.

**Allocation conditions.** You will always share in the nonelective contribution regardless of the amount of service you complete during the Plan Year.

#### **How is my service determined for allocation purposes?**

**Hour of Service.** You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c). For Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) the monthly equivalency method (190 hours per month) will be used.

### ARTICLE IV COMPENSATION AND ACCOUNT BALANCE

#### **What compensation is used to determine my Plan benefits?**

**Definition of compensation.** For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year.

**Adjustments to compensation.** The following adjustments to compensation will be made:

- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:

- compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment
- compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued
- nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment

**Is there a limit on the amount of compensation which can be considered?**

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2025 is \$350,000. After 2025, the dollar limit may increase for cost-of-living adjustments.

**Is there a limit on how much can be contributed to my account each year?**

Generally, the law imposes a maximum limit on the amount of contributions that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2025, this total cannot exceed the lesser of \$70,000 or 100% of your annual compensation. After 2025, the dollar limit may increase for cost-of-living adjustments.

**How is the money in the Plan invested?**

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan participants and their beneficiaries in accordance with the terms of this Plan. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

**Participant directed investments.** You will be able to direct the investment of your entire interest in the Plan. The Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan.

**Earnings or losses.** When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer, the Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

**Will Plan expenses be deducted from my account balance?**

**Expenses allocated to all accounts.** The Plan permits the payment of Plan expenses to be made from the Plan's assets. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each participant. If the Plan pays \$1,000 in expenses and there are 100 participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

**Terminated employee.** After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

**Expenses allocated to individual accounts.** There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other participants) because they are directly attributable to you under the Plan. The Administrator can inform you when there will be a charge (or charges) directly to your account.

Your Employer may, from time to time, change the manner in which expenses are allocated.

## ARTICLE V VESTING

### What is my vested interest in my account?

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time.

**100% vested contributions.** You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- matching contributions
- nonelective contributions
- rollover contributions

## ARTICLE VI DISTRIBUTIONS PRIOR TO TERMINATION

### Can I withdraw money from my account while working?

**In-service distributions.** You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election and will be made in accordance with the forms of distributions available under the Plan.

**Conditions and Limitations.** Generally, you may receive a distribution from the Plan from certain accounts prior to your termination of employment provided you satisfy the condition described below:

- you have attained age 70 1/2

The following limitations apply to in-service distributions from certain accounts:

- In-service distributions can only be made from accounts which are 100% vested.

## ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

### When can I get money out of the Plan?

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- normal retirement
- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

You may also receive distributions while you are still employed with the Employer. (See the Article entitled "Distributions Prior to Termination" for a further explanation.)

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

### What happens if I terminate employment before death, disability or retirement?

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. (See the question entitled "How will my benefits be paid to me?" for additional information.)

#### **What happens if I terminate employment at Normal Retirement Date?**

**Normal Retirement Date.** You will attain your Normal Retirement Age when you reach age 65. Your Normal Retirement Date is the first day of the month coinciding with or next following your Normal Retirement Age.

**Payment of benefits.** You will become 100% vested in all of your accounts under the Plan if you retire on or after your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

#### **What happens if I terminate employment due to disability?**

**Definition of disability.** Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which has lasted or can be expected to last for a continuous period of at least twelve (12) months. Your disability must be determined by a licensed physician. However, if your condition constitutes total disability under the federal Social Security Act, then the Administrator may deem that you are disabled for purposes of the Plan.

**Payment of benefits.** If you become disabled while an employee, you will be entitled to your vested account balance under the Plan. Payment of your disability benefits will be made to you as if you had retired. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

#### **How will my benefits be paid to me?**

**Forms of distribution.** If your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment. In determining whether your vested account balance exceeds the \$5,000 threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will be taken into account.

In addition, you must consent to receive any distribution of your vested account balance before it may be made. If your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment
- partial withdrawals or installments but only with respect to Participants or beneficiaries who receive minimum required distributions, over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary). (See below "Delaying distributions." for an explanation of minimum required distributions.)

**Delaying distributions.** You may delay the distribution of your vested account balance. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949) or retire.

**Medium of payment.** Benefits under the Plan will generally be paid to you in cash only.

### **ARTICLE VIII BENEFITS AND DISTRIBUTIONS UPON DEATH**

#### **What happens if I die while working for the Employer?**

If you die while still employed by the Employer, then your vested account balance will be used to provide your beneficiary with a death benefit.

#### **Who is the beneficiary of my death benefit?**

**Beneficiary designation.** You may designate a beneficiary for your death benefit. The designation must be made in accordance with the procedures set forth by the Administrator. You should periodically review your designation to ensure it continues to meet your goals.

**Divorce.** If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

**No beneficiary designation.** At the time of your death, if you have not designated a beneficiary or your beneficiary is also not alive, the death benefit will be paid in the following order of priority to:

- (a) your surviving spouse
- (b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs)
- (c) your surviving parents, in equal shares
- (d) your estate

#### **How will the death benefit be paid to my beneficiary?**

**Form of distribution.** If the death benefit payable to a beneficiary does not exceed \$5,000, then the benefit may only be paid as a lump-sum. If the death benefit exceeds \$5,000, your beneficiary may elect to have the death benefit paid in:

- a single lump-sum payment
- partial withdrawals or installments that do not exceed the limitations on when the entire death benefit must be paid. (See below "When must the last payment be made to my beneficiary?")

#### **When must the last payment be made to my beneficiary?**

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Regardless of the method of distribution selected, if your designated beneficiary is a person (rather than your estate or some trusts) then minimum distributions of your death benefit will begin by the end of the year following the year of your death ("1-year rule") and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, then under the "1-year rule," the start of payments will be delayed until the year in which you would have attained age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949) unless your spouse elects to begin distributions over his or her life expectancy before then. However, instead of the "1-year rule" your beneficiary may elect to have the entire death benefit paid by the end of the fifth year following the year of your death (the "5-year rule"). Generally, if your beneficiary is not a person, your entire death benefit must be paid under the "5-year rule."

Effective after December 31, 2021, the law now requires complete distributions to some beneficiaries of deceased participants no later than December 31, 10 year(s) following the year of the participant's death. Generally, if your beneficiary is not a person, then your entire death benefit must be paid within five years after your death.

Distributions must generally begin by April 1 of the calendar year following the year you turn age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949) or, in some cases, when you retire, if later. For more information, see IRS Publication 590-B.

#### **What happens if I'm a participant, terminate employment and die before receiving all my benefits?**

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death.

### **ARTICLE IX TAX TREATMENT OF DISTRIBUTIONS**

#### **What are my tax consequences when I receive a distribution from the Plan?**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax.

#### **Can I elect a rollover to reduce or defer tax on my distribution?**

**Rollover or Direct Transfer.** You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

- (a) **60-day rollover.** The rollover of all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames

(normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

**Tax Notice.** WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

## **ARTICLE X PROTECTED BENEFITS AND CLAIMS PROCEDURES**

### **Are my benefits protected?**

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

### **Are there any exceptions to the general rule?**

There are three exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to Federal tax levies and judgments. The Federal government is able to use your interest in the Plan to enforce a Federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

### **Can the Plan be amended?**

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

### **What happens if the Plan is discontinued or terminated?**

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will continue to be 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

### **How do I submit a claim for Plan benefits?**

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Administrator if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

**What if my benefits are denied?**

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with notification of the Plan's adverse determination. This written or electronic notification will be provided to you within a reasonable period of time.

**ARTICLE XI  
GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

**Plan Name**

The full name of the Plan is Leelanau County Money Purchase Plan.

**Plan Effective Dates**

This Plan was originally effective on January 1, 1999. The amended and restated provisions of the Plan become effective on April 1, 2025.

**Other Plan Information**

Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

**Employer Information**

Your Employer's name, address and identification number are:

Leelanau County  
8527 E. Government Center Drive, Suite 103  
Suttons Bay, Michigan 49682

46-1385335

**Administrator Information**

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

Your Administrator's name and contact information are:

Leelanau County  
8527 E. Government Center Drive, Suite 103  
Suttons Bay, Michigan 49682  
231) 256-7077

**Plan Trustee Information and Plan Funding Medium**

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund. The trust fund established by the Plan's Trustee(s) will be the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a trust fund, the Administrator separately accounts for each Participant's interest in the Plan.

The Plan's Trustee is:

Michelle Crocker, Trustee

8527 E. Government Center Drive, Suite 103  
Suttons Bay, Michigan 49682

231) 256-7077

**Certificate Of Completion**

Envelope Id: F7A312F1-FD34-4782-A576-E22D01CB09B6	Status: Sent
Subject: NW# 10383 - Amended Plan Documents for the Leelanau County Money Purchase Plan	
Source Envelope:	
Document Pages: 61	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Steven Doherty
Time Zone: (UTC-06:00) Central Time (US & Canada)	steven.doherty@sscinc.com
	IP Address: 170.40.176.1

**Record Tracking**

Status: Original	Holder: Steven Doherty	Location: DocuSign
5/8/2025 11:49:10 AM	steven.doherty@sscinc.com	

**Signer Events**

Signature	Timestamp
Michelle Crocker	Sent: 5/8/2025 12:09:42 PM
mcrocker@leelanau.gov	Viewed: 5/8/2025 1:57:08 PM
Leelanau County Clerk	
Security Level: Email, Account Authentication (None)	

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/8/2025 1:57:08 PM  
 ID: 27277908-5050-40f7-8e61-9f4e39adaccd

**In Person Signer Events**

**Editor Delivery Events**

**Agent Delivery Events**

**Intermediary Delivery Events**

**Certified Delivery Events**

**Carbon Copy Events**

Signature	Timestamp
Lorie Meister	Sent: 5/8/2025 12:09:42 PM
MEISTL2@nationwide.com	Viewed: 5/8/2025 2:41:33 PM
Security Level: Email, Account Authentication (None)	
<b>Electronic Record and Signature Disclosure:</b> Not Offered via Docusign	

**COPIED**

NW AWD  
 dcnwplnd@sscinc.com  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

**Witness Events**

**Notary Events**

**Envelope Summary Events**

Signature	Timestamp
Envelope Sent	5/8/2025 12:09:42 PM
Certified Delivered	5/8/2025 1:57:08 PM

Status	Timestamps
Hashed/Encrypted	5/8/2025 12:09:42 PM
Security Checked	5/8/2025 1:57:08 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, SS&C - Retirement Solutions (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact SS&C - Retirement Solutions:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [dcsplandesign@dstsystems.com](mailto:dcsplandesign@dstsystems.com)

### **To advise SS&C - Retirement Solutions of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [dcsplandesign@dstsystems.com](mailto:dcsplandesign@dstsystems.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from SS&C - Retirement Solutions**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [dcsplandesign@dstsystems.com](mailto:dcsplandesign@dstsystems.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with SS&C - Retirement Solutions**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [dscplandesign@dtsystems.com](mailto:dscplandesign@dtsystems.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions will take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SS&C - Retirement Solutions as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SS&C - Retirement Solutions during the course of your relationship with SS&C - Retirement Solutions.

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Community Development</u> Contact Person: <u>Gail Myer</u> Telephone Number: <u>256-9812</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td><input type="checkbox"/> Select Meeting Type:</td> <td><u>Executive Board</u></td> </tr> <tr> <td>Date of Meeting:</td> <td><u>05/20/2025</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type:	<u>Executive Board</u>	Date of Meeting:	<u>05/20/2025</u>
Submittal Dates							
<input type="checkbox"/> Select Meeting Type:	<u>Executive Board</u>						
Date of Meeting:	<u>05/20/2025</u>						
<b>Financial/Source Selection Method</b>	Vendor: _____ Address/ Phone: _____  <b>Description:</b> Grant Acceptance						
<input type="checkbox"/> Select One: <u>Grant</u> <input checked="" type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
Budgeted Amount: <u>\$ 33,383.00</u> Contracted Amount: <u>\$ 33,383.00</u>							

### Document Description

Request to Waive Board Policy on Bid Requirements     
  Financial Review Completed     
  Department Head/Elected Official Authorization

Attached is the 2025 Remonumentation Grant between the State of Michigan Department of Licensing and Regulatory Affairs (LARA) and Leelanau County in the amount of \$33,383. This grant has been received annually for many years, and needs to be approved by the County Board of Commissioners.

**Suggested Recommendation:**

I move to recommend that the County Board of Commissioners approve the 2025 Remonumentation Grant in the amount of \$33,383.00.

Department Approval: \_\_\_\_\_

*Gail Myer*

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

*5-5-25*

GRANT NO. **BCC 25-45**

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

## GRANTEE/ADDRESS:

Gail Myer  
County of Leelanau  
8527 E. Government Center Dr., Ste. 108  
Suttons Bay, MI 49682

## STATE GRANT ADMINISTRATOR/ADDRESS:

Nicholas J. Clever, 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: [clevern@michigan.gov](mailto:clevern@michigan.gov)

## GRANT PERIOD:

From: **01-01-2025** To: **12-31-2025**

TOTAL AUTHORIZED BUDGET: **\$33,383.00**

SIGMA Vendor ID: CV0048032  
SIGMA Payment Address Code: 037

ACCOUNTING TEMPLATE: 6415137T001

## GRANT AGREEMENT

Grant No. **BCC 25-45** from the Department of Licensing and Regulatory Affairs (Grantor) to **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

A Grant is offered annually to the Grantee in accordance with the requirements of the SSRA. Grantee is only entitled to funds through the Grant if Grantee complies with the provisions of this Agreement.

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

### 1.1 Statement of Work

The Grant is conditioned on the completion of three components:

- The Grant Agreement.
- The Grant Application.
- The Grant Completion Report.

The Grantee agrees to undertake, perform, and complete the project in the following manner:

1. The Grantee electronically submits a Grant Application using a form provided by the Office of Land Survey and Remonumentation (OLSR) by emailing [bccolsr@michigan.gov](mailto:bccolsr@michigan.gov) no later than 11:59pm on December 31 before the grant year. See MCL 54.274(1)(a) and Section 1.2 of this Agreement. OLSR will not approve a Grant Application for payment until the following are met:
  - a. The Grant Agreement has been approved and electronically signed by the Grantee.
  - b. The Grant Application was received before the statutory deadline.
  - c. The Grant Application outlines how funds will be expended, and a list of the corners expected to be completed and conforming with the approved County plan. See MCL 54.274 (1)(b). The Application must be submitted on the proper form provided by OLSR.
  - d. The Grant Completion Report for the previous grant year has been received and acknowledged by OLSR, and all Land Corner Recordation Certificates (LCRC) are entered by the Grantee. See MCL 54.274 (1)(b).
2. OLSR emails the approved Grant Application and the Grant Agreement to LARA Finance and Administrative Services Director, or their designee, for review and electronic signature. Once approved and signed, LARA will email the Grant Agreement and approved Grant Application to the specified grantee for electronic signature. Instructions for the use of the electronic signature software can be requested by email to [bccolsr@michigan.gov](mailto:bccolsr@michigan.gov).

3. The Grantee will electronically submit a Grant Completion Report at the conclusion of the Grant year or when granted funds are used by emailing the proper form to [bccolsr@michigan.gov](mailto:bccolsr@michigan.gov). See Section 1.4 of this Grant Agreement. There is no firm deadline for the Grant Completion Report. However, as noted above in Section 1.1.2 of this Grant Agreement, initial payment for the following grant year will not be made until the Grant Completion Report is electronically submitted to, and approved by, OLSR. OLSR will not approve a Grant Completion Report for payment until the following are met:
- a. The Grant Completion Report is signed by the County Grant Administrator.
  - b. All LCRCs completed under the Grant and all walk-ins are entered into Accela by the county.
  - c. Copies of all invoices paid by the county for the grant year are scanned and included with the Grant Completion Report. Any amount shown on the Grant Completion Report must be justified with invoices. These invoices include:
    - i. Any supplies and material needed for the physical monuments.
    - ii. Any professional fees for contract surveyors, which outline
      1. the specific corners included in the invoice
      2. tasks included if not paid a lump sum
      3. other fees must be identified
    - iii. A narrative is needed to provide reasons why
      1. corners proposed were not done during this contract year
      2. any corners paid from invoices are not included with an LCRC

## 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 release any funds or 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 issued by the Department of Technology, Management and Budget for Classified and Unclassified Employees without the prior written consent of the Grant Administrator. Only Standard mileage rates will be reimbursed.
- C. The Grant Application includes the Budget. The Grantee agrees that all funds shown in the Grant Application are to be spent as detailed in the Grant Application.
- D. Changes in the Budget of less than 5 percent of the total line item amount do not require prior written approval, but the 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 **\$33,383.00**. An initial payment of **\$13,353.20** (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 as explained in Section 1.1.
- 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 Grant Completion Report as explained above. There is no firm deadline for the Grant Completion Report to be submitted, but no funds will be released for the next year until the Grant Completion Report is received by OLSR.
- 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 Grant Application, any work not completed that was specified in the approved Grant Application, and any changes in an approved line item of the budget approved in Grant Application (submit for **Grant Completion Report only**).

2. A narrative of any coordinated efforts with other organizations to complete the project (submit for **Grant 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 Grant Application (submit for **Progress Report and Grant Completion Report**).
  - b. A detailed breakdown and backup documentation for any county costs charged to the program as outlined in the approved Grant Application (submit for **Progress Report and Grant 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 Grant Completion Report**).
5. A recorded LCRC prepared in compliance with the Corner Recordation Act 1970 PA 74 (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 Grant Application 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.

No member of the Legislature or Judiciary of the State of Michigan or any individual employed by the State will be permitted to share in the Grant Agreement, or any benefit that arises from the Grant Agreement.

### **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. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens.

#### **4.4 Compliance with Laws**

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

#### **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.

E-SIGNED by Gail Myer  
on 2025-05-02 10:40:02 EDT

2025-05-02 10:40:02

\_\_\_\_\_  
Gail Myer  
County Grant Administrator  
County of Leelanau

\_\_\_\_\_  
Date

E-SIGNED by Laura Kwiecien  
on 2025-05-06 10:18:25 EDT

2025-05-06 10:18:25

\_\_\_\_\_  
Laura Kwiecien, Division Director  
Procurement & Administration Division  
Bureau of Finance and Administrative Services  
Department of Licensing and Regulatory Affairs  
State of Michigan

\_\_\_\_\_  
Date

**GRANT NO. BCC 25-45**

**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  
 1<sup>st</sup> Floor Ottawa Building  
 611 West Ottawa Street, Lansing, MI 48933  
 Phone 517-241-6321  
 E-Mail: [bccolsr@michigan.gov](mailto:bccolsr@michigan.gov)  
[www.Michigan.gov/bcc](http://www.Michigan.gov/bcc)

Grantee/County: Leelanau

--Section below for OLSR staff use only--

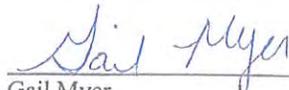
Grant #: BCC 25-45  
 VCUST#: CV0048032  
 Address Code: 037  
 GG #:  
 Template: 6415137T001

Grant Year: 2025

\$33,383.00	State Grant Award		
<b>Grant Application Payment Request</b>		<b>Grant Application Proposed Corners</b>	
\$13,353.20	Start-Up Payment (40% of Grant Award)	12	Corners anticipated to be paid with funds
\$20,029.80	Balance after Start-Up Payment	<b>Corners Completed</b>	
<b>Progress Report Payment Request</b>		Corners completed & paid with grant funds	
	Amount Requested (up to 85% of Grant)		Corners completed & paid by others
	Grant Balance after Progress Report		Corners revisited & paid with grant funds
<b>Completion Report Payment Request</b>		Corners revisited & paid by others	
	Amount Requested (up to 100% of Grant)		Common corners entered into Accela twice
	Grant Balance after Completion Report		Number of records entered into Accela
			Corners revisited without record

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 agreement.

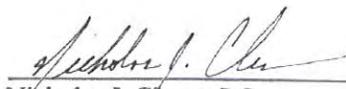
Is this county on an approved Maintenance Plan during this contract? (No)

  
 Gail Myer  
 County Grant Administrator

12-20-24  
 Date

--Section below for OLSR staff use only--

Payment Authorized: \$ 13,353.20      Records completed by County in current Grant Year: \_\_\_\_\_  
 Grant Balance: \$ 20,029.80      Records remaining to be completed in County Plan: \_\_\_\_\_

  
 Nicholas J. Clever, P.S.  
 Director, Office of Land Survey & Remonumentation

02 May 2025  
 Date

Administrator	
Name: Gail Myer	Phone: 231-256-9812
Email Address: <a href="mailto:planning@leelanau.gov">planning@leelanau.gov</a>	
Physical Address: 8527 E. Government Center Dr., Ste. 108	
City, State, Zip: Suttons Bay, MI 49682	
Representative	
Name: Victoria A. Brown, P.S.	Phone: 231-256-7352
Email Address: <a href="mailto:vickie@leelanaulandsurveying.com">vickie@leelanaulandsurveying.com</a>	
Physical Address: P.O. Box 701	
City, State, Zip: Leland, MI 49654	
Address for Payments	
Name: Leelanau County Treasurer	Phone: 231-256-9838
Physical Address: 8527 E. Government Center Dr., Ste. 104	
City, State, Zip: Suttons Bay, MI 49682	

The following section is divided into columns corresponding to the stages of the yearly Remonumentation Grant program, from left to right. Fill out the sections within the column of the current stage, while leaving the information from the previous stages in place. If the county does not submit a Progress Report, leave that column blank.

**Budget (Grant Application)** column refers to the estimated costs set forth by the County in the Grant Application.

**Progress Report** column will include any expenditures by the County up to that point. Expenditures must exceed the amount received by the county in the 40% Start-up Payment. Any amount in this column must have receipts or invoices listing completed corners attached for reimbursement.

**Completion Report** column will include all reimbursable expenditures by the County during the Grant Year. Any amount in this column must have receipts or invoices listing completed corners attached for reimbursement.

County must provide copies of all invoices, receipts, payment vouchers, etc. for any expenditures being submitted for reimbursement under the Remon Grant program. Invoices must be itemized (where applicable) and should not include costs outside of the Remonumentation program. A county requesting payment for a Cost Allocation Program or similar policy must have a complete copy of the Cost Allocation Plan on file with OLSR before payment is made.

County must provide a detailed, itemized budget report for all expenditures under the Remon program. Any payment amount that does not appear on the budget report cannot be considered for reimbursement under the Remon Grant program.

**Remonumentation Program  
County Expenditure Detail**

Work Program Expenditures by Line Item	Budget (Grant Application)	Progress Report Expenditures	Completion Report Expenditures
Item A Remonumentation Services	21,600		
Item B Monument Maintenance Services			
Item C Remonumentation Supplies & Materials	2,706		
Item D Geodetic Control Maintenance & Operations			
Item E Grant Administrator Fees/Wages	1,000		
Item F County Representative Fees/Wages	5,677		
Item G Additional Administrative Staff Fees/Wages			
<b>2 mtgs./\$400</b> Item H Peer Group 3members	2,400		
Item I Administrative Supplies & Indirect Costs			
Totals	33,383		

**2025 Leelanau County Remonumentation  
Corner List**

Section corners that are damaged or missing – these will be replaced

T28N, R13W Kasson Township

1) K02 – West ¼ corner of Section 1, East ¼ corner Section 2. Corner is bent and moved out of position.

T31N, R11W, Leelanau Township

2) D01 – North ¼ corner of Section 5. Corner is bent and moved out of position.

2025 new monumentation

Meander Corners

T28N, R13W, Kasson Township

- 1) Meander corner between Sections 29 and 32, North shore of Armstrong Lake
- 2) Meander corner between Sections 31 and 32, South shore of Armstrong Lake
- 3) Meander corner between Section 34, T28N, R13W, Kasson Twp. and COMMON TO Section 3, T27N, R13W, Almira Twp. on West shore of Davis Lake .

T29N, R14W, Glen Arbor Township

- 4) Meander corner between Sections 29 and 32, North shore of Little Glen Lake
- 5) Meander corner on West end of line between Sections 1 and 12 on Lake Michigan.
- 6) Meander corner on East shore Lake Michigan, on North end of Section line between Sections 11 and 12

T30N, R12W, Leland Township

- 7) Meander corner on North end of section line between Sections 23 and 24, on East side of Narrows of Lake Leelanau
- 8) Meander corner at East end of Section line between Sections 24 and 25, on East side of Narrows of Lake Leelanau

T32N, R10W, Leelanau Township

9) Meander corner at west end of line between Sections 6 and 7 on Lake Michigan.

T32N, R11W, Leelanau Township

10) Meander corner on East side of Northport Point between Sections 25 and 36 – on Lake Michigan (Grand Traverse Bay)

COMMON CORNER – Benzie County - Meander corner on North line Section 3 – west shore of Davis Lake, T27N, R13W, Almira Twp. – (common to meander corner on South line of Section 34, T28N, R13W, Kasson Twp., Leelanau County)

10 New Physical corners and 2 Section corners to be repaired/replaced

**Leelanau County Remonumentation**

**Year 2025, December 20, 2024**

**Victoria Brown, P.S. County Representative**

**Leelanau Land Surveying**

**231-256-7352**

2025 Leelanau County Remonumentation  
Corner List

**NARRATIVE**

This year we will be repairing/replacing 2 section corners as noted in the list above – all are corners that we as surveyors working in this county use on a regular basis.

The remaining corners on the list are meander corners in the county.

**Leelanau County Remonumentation**  
**Year 2025, December 20, 2024**  
**Victoria Brown, P.S. County Representative**  
**Leelanau Land Surveying**  
**231-256-7352**  
**Page 2**

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Community Development</u> Contact Person: <u>Gail Myer</u> Telephone Number: <u>256-9812</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>05/20/2025</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>05/20/2025</u>						
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Date of Meeting: _____	<u>05/20/2025</u>												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select One: <u>Select One</u></td> <td style="width: 50%;"></td> </tr> <tr> <td><input checked="" type="checkbox"/> Other: _____</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Account No.: <u>475245</u></td> <td></td> </tr> <tr> <td><input type="checkbox"/> CIP Project?</td> <td></td> </tr> <tr> <td><input type="checkbox"/> If Grant, Match Account No.: _____</td> <td></td> </tr> </table>	Financial/Source Selection Method		<input type="checkbox"/> Select One: <u>Select One</u>		<input checked="" type="checkbox"/> Other: _____		<input type="checkbox"/> Account No.: <u>475245</u>		<input type="checkbox"/> CIP Project?		<input type="checkbox"/> If Grant, Match Account No.: _____		Vendor: _____ Address/ Phone: _____  <b>Description:</b> Professional Services
Financial/Source Selection Method													
<input type="checkbox"/> Select One: <u>Select One</u>													
<input checked="" type="checkbox"/> Other: _____													
<input type="checkbox"/> Account No.: <u>475245</u>													
<input type="checkbox"/> CIP Project?													
<input type="checkbox"/> If Grant, Match Account No.: _____													
Budgeted Amount: _____ \$ 2,400.00      Contracted Amount: _____ \$ 2,400.00													

Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input checked="" type="checkbox"/> Financial Review Completed
<input type="checkbox"/> Department Head/Elected Official Authorization	
<p>Attached is one of the three (3) Monumentation/Remonumentation Peer Group Agreements for surveyors for the Remonumentation Program. This Agreement is the same as one prepared by Corporate Counsel in 2024. There is \$2,400.00 budgeted for this work and the total for the Agreements is \$2,400.00.</p> <p>Agreements are with:</p> <p>O'Non Land Surveying - \$800                  Holmberg Land Surveying - \$800                  Grand Traverse Surveying - \$800</p> <p>NOTE: Only one (1) Agreement was provided for brevity. All Agreements are on file with the Planning Director and can be provided, upon request.</p>	
<p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners approve the Monumentation/Remonumentation Peer Group Agreements as prepared by the County Administrator, with: O'Non Land Surveying, Holmberg Land Survey, and Grand Traverse Surveying for \$800 each, with cost to come Remonumentation (Account 101.475.245.801.000).</p>	

Department Approval: Gail Myer      Date: 5.6.25

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Community Development</u> Contact Person: _____ <u>Gail Myer</u> Telephone Number: _____ <u>256-9812</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>05/20/2025</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>05/20/2025</u>
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Date of Meeting: _____	<u>05/20/2025</u>						
<b>Financial/Source Selection Method</b>							
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: <u>475245</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____  <b>Description:</b> Professional Services						

Budgeted Amount: _____	<b>\$ 5,677.00</b>	Contracted Amount: _____	<b>\$ 5,677.00</b>
------------------------	--------------------	--------------------------	--------------------

### Document Description

Request to Waive Board Policy on Bid Requirements    
  Financial Review Completed    
  Department Head/Elected Official Authorization

Attached is the Peer Group Agreement with Leelanau Land Surveying.

Leelanau Land Surveying (Vickie Brown) serves as the County Representative for the Leelanau County Remonumentation Program. This Agreement is the same as the one prepared by Corporate Counsel in 2024. There is \$5,677.00 in the budget for this work.

**Suggested Recommendation:**  
 I move to recommend that the County Board of Commissioners approve the Monumentation/Remonumentation Peer Group Agreement with Leelanau Land Surveying, as prepared by Corporate Counsel, with costs to come from Remonumentation (Account 101.475.245.801.000).

Department Approval: Gail Myer \_\_\_\_\_ Date: 5-6-25

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Community Development</u> Contact Person: <u>Gail Myer</u> Telephone Number: <u>256-9812</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>05/20/2025</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>05/20/2025</u>
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<b>Financial/Source Selection Method</b>							
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: <u>475245</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____  <b>Description:</b> <u>Select One</u>						
Budgeted Amount: _____ <b>\$ 21,600.00</b> Contracted Amount: _____ <b>\$ 21,600.00</b>							

Document Description		
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input checked="" type="checkbox"/> Financial Review Completed	<input type="checkbox"/> Department Head/Elected Official Authorization
<p>Attached is one of the four (4) Surveyor Services Agreements for the Remonumentation Program. The Agreements were prepared by Corporate Counsel and are the same as the 2024 Agreements. There is \$21,600.00 in the grant budgeted for the Surveyors remonumentation work and the total for all of these Agreements is \$21,600.00. It will come from the 2025 Remonumentation Grant, Fund 475245.</p> <p>Agreements are with:</p> <p>O'Non Land Surveying - \$5,000 (Survey 4 corners)                  Holmberg Land Surveying - \$2,200 (GPS work on 4 corners)                  Grand Traverse Surveying - \$7,200 (Survey and GPS work on 3 corners)                  Leelanau Land Surveying - \$7,200 (Survey and GPS work on 4 corners)</p> <p>NOTE: Only one Agreement was provided for brevity. All Agreements are on file with the Planning Director and can be shared upon request. Services were bid out in 2019 and these surveyors were selected. Each Agreement includes language in Section XXII for additional one year periods of extension.</p>		
<p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners approve the Surveyor Services Agreements with O'Non Land Surveying, Holmberg Land Survey, Grand Traverse Surveying, and Leelanau Land Surveying as prepared by Corporate Counsel, with costs to come from Remonumentation (Account 101. 475.245.801.000).</p>		

Department Approval: Gail Myer      Date: 5-6-25

## SURVEYOR SERVICES AGREEMENT

This Agreement is entered into by and between:

LEELANAU COUNTY ("County")  
8527 E GOVERNMENT CENTER DRIVE  
SUTTONS BAY, MICHIGAN 49682

And

GRAND TRAVERSE SURVEYING AND MAPPING ("Surveyor")  
PO BOX 87  
CEDAR, MICHIGAN 49621

The terms and conditions of which are as follows:

I. DEFINITIONS:

- A. County. The term "County" shall mean Leelanau County of the State of Michigan.
- B. County Application. The term "County Application" shall mean the Leelanau County Survey and Remonumentation Grant Application for the calendar year covered by this Agreement, as approved by the State of Michigan Department of Licensing and Regulatory Affairs.
- C. County Representative. The term "County Representative" shall mean the Michigan licensed surveyor appointed by the County to oversee all survey, monumentation and remonumentation work required by the County Application.
- D. Grant Administrator. The term "Grant Administrator" shall mean the Leelanau County Survey, Monumentation and Remonumentation Grant Administrator, Gail Myer, Leelanau County Planning/Community Development Director, 8527 E. Government Center Drive, Suite 108, Suttons Bay, MI 49682.
- E. Grant Agreement. The term "Grant Agreement" shall mean the Grant Agreement between the Michigan Department of Licensing and Regulatory Affairs and the County providing the funding for the surveying, monumentation and remonumentation activities to be provided under this Agreement.
- F. Peer Group. The term "Peer Group" shall mean a committee made up of Licensed Professional Surveyors whose duty is to review all data on Public Land Survey Corners and determine their correct location.

- G. Surveyor. The term "Surveyor" shall mean the Monumentation Surveyor named above (or licensed surveyor directly or indirectly employed by it).

II. SCOPE OF SERVICE.

The Surveyor shall provide the County with the surveying, monumentation and remonumentation services the County requires for four (4) corners as identified in Attachment A which is attached to this Agreement. Attachment A is incorporated into this Agreement and made a part thereof. All survey, monumentation, and remonumentation work shall be performed in accordance with the requirements of State Survey and Remonumentation Act, Act 345 of Public Acts of 1990, as amended, MCL 54.261 to MCL 54.379, and the County Application. The Surveyor shall also comply with such specific procedures the County Representative and/or Peer Group may require.

The Surveyor shall install the appropriate marker and cap for each corner assigned to Surveyor from Attachment A. For each of said corners Surveyor shall prepare a Land Corner Recordation Certificate (LCRC) as required by Act 74 of the Public Acts of 1970, as amended, MCL 54.201 *et seq* (CRA). Each LCRC shall include a geodetic coordinate value, peer group date, and County Representative's signature and stamp. The Surveyor shall provide the Grant Administrator with one (1) copy of said Certificate by no later than the date specified in Attachment A.

III. SERVICES NOT EXCLUSIVE TO SURVEYOR.

It is expressly understood and agreed by the Surveyor that the performance of the services required in Section II and Attachment A shall not be exclusive to the Surveyor. The County shall at all times be free to contract with other surveyors licensed in the State of Michigan to perform the services described in Section II and Attachment A in areas of Leelanau County not assigned to the Surveyor.

IV. COMPENSATION.

The Surveyor shall be compensated for the services performed under this Agreement for three corners remonumentation/GPS in the amount of \$1800.00 per corner for four corners for a total of \$7,200.00.

V. GENERAL CONDITIONS.

- A. Insurance. The Surveyor at all times during the term of this Agreement shall maintain insurance that meets the requirements of Leelanau County's Board of Commissioners policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Attachment B. The attached Attachment B is incorporated by reference into this Agreement and is made a part thereof.
- B. Safety and Permits. The Surveyor is responsible for ensuring that safety precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable federal and State of

Michigan laws, rules, regulations and codes shall be observed. The Surveyor is responsible for compliance with all Federal and State laws and municipal ordinances 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 Surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.

- C. Time, Period for Performing Work Assignments. Unless otherwise authorized by the County Representative, the Surveyor's work is to be completed, and the Land Corner Recordation Certificate(s) are to be recorded in the Register of Deeds Office with one (1) copy of said Certificate(s), and a bill for the work given to the Grant Administrator no later than thirty (30) days after the work assignment is issued. If the Surveyor fails to meet this deadline, payment may be withheld.
- D. Monument Corrections. If it is found that a Monument has been correctly placed in accordance with the Peer Group's instruction, and for some reason must be reset to make a correction, the Surveyor setting the Monument will be paid the standard fee for making the change.
- E. Accounting. The Surveyor shall adhere to Generally Accepted Accounting Principles (GAAP) and shall maintain records which will allow, at a minimum, the comparison of actual outlays with sums billed to the County. Accounting records must be supported by source documentation, including, but not limited to payroll records.
- F. Audit. The Grant Agreement's Section 2.8, page 6, authorizes the State, upon ten (10) calendar days' notice, to perform an audit and/or monitoring review at the County's locations to determine if the County is complying with the requirements of the Agreement. The Surveyor shall cooperate with the County and/or State during the audit and/or monitoring review and produce all records and documentation that verifies and complies with the requirements of this Agreement and the Grant Agreement. The Surveyor shall also provide the County with all information and/or access to information regarding its activities and costs charged to the County under this Agreement as the County may require in preparing a Single Audit report for submission to the State as required by the Grant Agreement's Section 2.8, page 6.
- G. Maintenance of Records. The Surveyor shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven (7) years after the latter of termination, expiration, or final payment made by the Department to the County under the Grant Agreement or any extension ("Audit Period"). If an audit, litigation, or other

action involving the records is initiated before the end of the Maintenance Period, Surveyor must retain the records until all issues are resolved.

- H. Media Releases. News, releases (including promotional literature and commercial advertisements) pertaining to the Grant Agreement or the Program to which it relates shall not be made without prior written County and State of Michigan approval and only in accordance with the explicit written instructions of the County and the State.
- I. Disclosure of Litigation, or Other Proceeding. The Surveyor must notify the County within seven (7) calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively "Proceeding") involving the Surveyor that arises during the term of this Agreement, 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 Surveyor's viability or financial stability; or (2) a government or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Surveyor is required to possess in order to perform under this Agreement.
- J. Non-Discrimination. In accordance with the State of Michigan's 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*, the Surveyor agrees that it will not discriminate against any person, employee, or applicant for employment with respect to their hire, tenure, terms, conditions, or privileges of employment, a matter directly or indirectly related to employment, because of their religion, race, color, national origin, age, sex, sexual orientation, general identity or expression, height, weight, marital status, genetic information, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision may be regarded as a material breach of this Agreement.
- K. Indemnification. To the extent permitted by law, the Surveyor shall, at Surveyor's expense, protect, defend, indemnify and hold harmless the County, the Leelanau County Grant Administrator, the State of Michigan and their elected and appointed officers, employees and agents from all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), occurring or resulting to any person, firm or corporation that may be injured or damaged by the Surveyor in the performance of this Agreement and that are attributable to the negligence or tortious acts of the Surveyor or any of its subcontractors, or by anyone else for whose act any of them may be liable.

The Surveyor's indemnification responsibilities under this Section V, Subsection K, shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, the Leelanau County Grant Administrator, the State of Michigan, their officers, employees and agents by the insurance coverage obtained and/or maintained by the Surveyor pursuant to the requirements of this Agreement.

VI. HOURS OF WORK.

The Surveyor shall have control over determining the days and hours in which Surveyor performs work under this Agreement.

VII. SURVEYOR'S OFFICE, TOOLS AND EQUIPMENT.

The Surveyor shall maintain and utilize Surveyor's own office while performing services required by this Agreement. However, all Peer Review Committee meetings shall be held at the County Government Center between the hours of 8 am and 5 pm on a regular business day. The Surveyor shall also at Surveyor's own expense, supply all tools, equipment, supplies (except Standard Monument materials) and vehicles Surveyor needs to perform the services required by this Agreement. Any equipment purchased with grant funds shall be property of the County, for use by the surveyor and stored at the County Government Center.

VIII. LICENSING.

Throughout the term of this Agreement, the Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Surveyor is no longer licensed as a surveyor in the State of Michigan.

IX. APPLICABLE LAW AND VENUE.

This Agreement shall be subject to and construed according to the laws of the State of Michigan.

It is expressly understood and agreed that in the event any actions in law or in equity arise as a result of disputes related to or concerning this Agreement, such actions shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

If the State of Michigan or any of its Departments or Agencies are a party to any dispute, the venue for such dispute shall be the Michigan Court of Claims in Ingham County, Michigan. The County and the Surveyor irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction or on the basis of forum non conveniens or otherwise. The Surveyor must appoint agents in Michigan to receive service of process.

X. COMPLIANCE WITH THE LAW.

The Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Leelanau County Road Commission when doing any work on any Leelanau County road. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.

XI. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that the Surveyor is an independent contractor. The Surveyor and any persons employed by the Surveyor shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Surveyor shall be responsible for paying the wages of Surveyor's personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments.

XII. ILLEGAL INFLUENCE.

The Surveyor certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Surveyor, 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 the Grant Agreement, the Surveyor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The Surveyor 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. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a

prerequisite for entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. 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.

- D. The Surveyor certifies to the best of its knowledge and belief that no State funds have been paid nor will be paid, by or on behalf of the Surveyor, 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.

XIII. UNFAIR LABOR PRACTICES.

Pursuant to 1980 PA 278, MCL 423.231, et seq., the State shall not award a grant or subcontract to an employer whose name appears in the register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. The Surveyor certifies by its signature to this Agreement that its name does not appear in the register. It is expressly understood and agreed that the County may terminate this Agreement effective immediately if the Surveyor's name as an employer appears in the register.

XIV. CERTIFICATION REGARDING DEBARMENT.

The Surveyor certifies, by its 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 Surveyor is unable to certify to any portion of this statement, the Surveyor shall attach an explanation to this Agreement.

XV. COMPLIANCE WITH GRANT AGREEMENT.

It is expressly understood and agreed by the Surveyor that this Agreement is subject to the terms and conditions of the Grant Agreement. The Surveyor shall comply with all applicable terms and conditions of the Grant Agreement. The provisions of this Agreement shall take precedence over the Grant Agreement unless a conflict exists between the provisions of this Agreement and the provisions of the Grant Agreement, in which case the provisions of the Grant Agreement shall prevail. A conflict between the Agreements, however, shall not be deemed to exist where this Agreement A) contains additional provisions not set forth in the Grant Agreement; B) restates provisions of the Grant Agreement to afford the County the same or substantially the same rights and privileges as the State; or C) requires the Surveyor to perform duties and/or services in less time than that afforded the County in the Grant Agreement. A copy of the Grant Agreement is attached to this Agreement as Attachment C and is incorporated by reference into this Agreement and made a part hereof.

- XVI. CONFLICTS AND ETHICS.  
The Surveyor shall uphold high ethical standards and comply with the provisions regarding conflicts and ethics set forth in Section 3.5, page 8, of the Grant Agreement.
- XVII. WAIVERS.  
No failure or delay on the part of either the County or the Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any other right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- XVIII. MODIFICATION OF AGREEMENT.  
Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- XIX. ASSIGNMENT OR SUBCONTRACTING.  
The Surveyor may not assign, subcontract or otherwise transfer Surveyor's duties and/or obligations under this Agreement.
- XX. PURPOSE OF ARTICLE AND SECTION TITLES.  
The titles of the articles and sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- XXI. COMPLETE AGREEMENT.  
This Agreement and the attached Attachments A, B, and C contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XXII. AGREEMENT PERIOD AND TERMINATION.  
This Agreement shall commence on the 1<sup>st</sup> day of July, 2025, and unless terminated earlier as authorized by this Agreement shall continue through the 31<sup>st</sup> day of December, 2025, or until all funding from the Grant Agreement is exhausted, whichever occurs first, at which time this Agreement shall terminate. The Agreement termination date of December 15, 2025, IS THE FINAL DATE FOR THE RECORDATION IN THE REGISTER OF DEEDS OFFICE OF THE LAND CORNER RECORDATION CERTIFICATES (ACT 74 of 1970). The final date for submission of the final bill to the County is the 31<sup>st</sup> day of December, 2025, **TIME BEING OF THE ESSENCE.**

This Agreement may be extended for additional one year periods with written agreement from both parties. If the Agreement is extended, the additional work items and cost will be identified and agreed upon in writing by the parties.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Surveyor for the services rendered by the Surveyor up to the effective date of termination as heretofore described in Section IV Compensation.

Further, the County may immediately terminate this Agreement without further liability or penalty to the County, its departments, divisions, agencies, officers, commissions, officers, agents and employees, with or without cause, upon written notice to the Contractor due to force majeure events arising out of the COVID-19 pandemic. Neither the Contractor nor the County shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an event related to the COVID-19 pandemic that arises after the Effective Date.

XXIII. SURVIVING PROVISIONS.

All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, shall extend beyond and survive the termination of this Agreement.

XIV. SEVERABILITY OF INVALID PROVISIONS.

If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unenforceable, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unenforceable, unconstitutional or beyond the authority of the parties and the Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

XV. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.

The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED AND ENTERED INTO THIS AGREEMENT FOR SURVEYOR SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LEELANAU

By: \_\_\_\_\_  
Steve Yoder, Chairman  
County Board of Commissioners  
Date \_\_\_\_\_

By: \_\_\_\_\_  
Gail Myer,  
Leelanau County Survey, Monumentation  
And Remonumentation Grant Administrator  
Date \_\_\_\_\_

**SURVEYOR:  
GRAND TRAVERSE SURVEYING & MAPPING**

By: \_\_\_\_\_  
(Signature) Date \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

APPROVED AS TO LEGAL FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: SARAH K. OSBURN  
On: May 8, 2025

**ATTACHMENT A**

[To be attached]

**ATTACHMENT B****LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT:	Administration/General (County Administrator)	Policy No.	<b>13</b>
SPECIFIC SUBJECT:	Insurance Requirements Policy	Adopted:	04/17/1990
		Revised:	02/15/1994
		Revised:	05/21/2013
		Revised:	12/19/2017

APPLIES TO: All Leelanau County Employees and Elected Officials.

**PURPOSE:** The Leelanau County Board of Commissioners hereby establishes a policy on insurance requirements for contractors, vendors, individuals, and/or organizations receiving monies from Leelanau County. The purpose of these requirements is to assure that the parties referenced above are accepting appropriate responsibility for insuring their own operations, and that they are not unduly exposing Leelanau County taxpayers to liability and/or loss.

The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in this policy. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Leelanau County and have a minimum A.M. Best Company ([www.ambest.com](http://www.ambest.com)) Insurance Report rating of not less than A or A- (Excellent).

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Workers' Compensation and Employers' Liability Insurance are required if the party hires one or more persons or currently has employees. If a party currently does not have any employees, and is a sole proprietor, an affidavit must be filed with the County Clerk stating that the party currently has no employees and will not hire any while working for Leelanau County as a contractor or a subcontractor, etc. If a party currently does not have any employees and is incorporated (Inc.) or a limited liability corporation (LLC), they must file a Notice of Exclusion, WC-337, with the State of Michigan and then provide a copy of the State-approved document to the County Clerk.

2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.
3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.
4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non- owned vehicles, and all hired vehicles.
6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
8. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal,

Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.

9. Owners' and Contractors' Protective Liability: [For Contracts for Construction or Large Repair or Maintenance Projects such as road work, sewer work or building projects] The Contractor shall procure and maintain during the life of the contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Leelanau County shall be "Named Insured" on said coverage. Thirty (30) day Notice of Cancellation shall apply to this policy.
10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, A "Certificate of Liability Insurance," on Accord Form #25, with the necessary coverages included, as listed below:
  - a. Certificate of Insurance for Workers' Compensation Insurance;
  - b. Certificate of Insurance for Commercial General Liability Insurance;
  - c. Certificate of Insurance for Vehicle Liability Insurance;
  - d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
  - e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
  - f. If so requested, Certified Copies of all policies mentioned above will be furnished.
11. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Leelanau County Administrator at least ten (10) days prior to the expiration date.

Failure to comply with these insurance requirements could result in the termination of a contract or delay in receipt of funds. Questions regarding the scope of applicability of this policy may be directed to the Leelanau County Administrator.

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: _____ Telephone Number: _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 70%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 30%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>05/13/2025</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>05/13/2025</u>
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Financial/Source Selection Method							
<input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							

Budgeted Amount: _____	Contracted Amount: _____
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### Document Description

Request to Waive Board Policy on Bid Requirements    
  Financial Review Completed    
  Department Head/Elected Official Authorization

The Leelanau Conservation District (LCD) in partnership with the Northwest Michigan Invasive Species Network (ISN) is proposing to be the site-host for the 2025 Japanese Barberry Trade-Up event. This free annual event provides an opportunity for county residents to dispose of the invasive barberry shrubs while receiving coupons to a participating Go Beyond Beauty retailer or landscaper promoting Michigan native plants.

The Trade-Up event is slated for Saturday, June 14, from 9:00-11:00am. A dumpster from GFL will be provided at the event location (please review map provided)—the dumpster will arrive on Friday, June 13, and will be picked up on Monday, June 16.

ISN and LCD staff will be available at the time of the event to direct participants and distribute coupons. County residents will also be advised that the dumpster is open throughout the weekend to collect barberry plants **and barberry plants only** outside of the scheduled event times.

Thank you for supporting this ornamental invasive plant awareness program and the efforts of the Conservation District to promote environmental stewardship.

**Suggested Recommendation:**  
 Move to recommend approval of the placement of a dumpster at the Leelanau County Government Center June 13-16, 2025 for the Northwest Michigan Invasive Species Network (ISN) 2025 Japanese Barberry Trade-Up event.

Department Approval:      Date: 05/08/25

Greetings to you both and an introduction for Jacob;

I don't believe we've met yet but I am the Go Beyond Beauty program specialist for the Northwest Michigan Invasive Species Network (ISN). Hopefully, you've heard of Go Beyond Beauty, but if not it's an ornamental invasive plant awareness program that celebrates those who choose to not use/sell high priority invasives still legal for sale. While geared towards horticultural retailers and professionals, GBB also educates about invasives and native plants in landscaping. We are expanding statewide to allow other orgs to adopt it (thus the separate website & map!).

I'm writing to inquire if the Leelanau Conservation District would be interested in partnering with us at ISN to host a Japanese Barberry Trade-Up event this year? Since we rotate opportunities throughout our four county service area, the last time we partnered for this event was in 2022. This will be our 8th year (minus 2020) doing these and they seem to get more popular every year!

**We are aiming to do the events in three counties this year and the proposed date for a Leelanau County location is Saturday, June 14th from 10am-Noon.**

Partnering with us for a Japanese Barberry Trade-Up event would entail allowing a large dumpster onsite over that weekend (previous location's map attached) for folks to dispose of the invasive barberry shrubs freely as well as during the event time where pre-registered folks exchange them for coupons to a participating Go Beyond Beauty retailer or landscaper. We would also appreciate it if LCD could distribute or advertise any promotional material that ISN provides (via re-shares on social media/Enewsletter/website, flyers, etc.) to reach your local audience better.

Outside of that, there is no cost to the district or requirement of staff to participate/attend the exchange event but we would, of course, welcome any available staff or funds to help facilitate.

Let me know if this is something LCD is interested in again this year or if you have any questions!

Thank you,

--

Shelly Stusick (she/her), 231.299.0805

Go Beyond Beauty Program Specialist

Northwest Michigan Invasive Species Network (ISN)

Responses typically take a few days; I appreciate your patience as I prioritize thoughtful replies.

126

Leelanau County  
Probation Parole

Leelanau County  
Equalization



E Government Center Dr

E Government Center Dr

Leelanau County  
Register-Deeds

The Leelanau County  
Government Center

Leelanau County  
Prosecuting Atty

Leelanau County Clerk

Leelanau County  
Veterans Memorial

E Government Center Dr

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Parks &amp; Recreation</u> Contact Person: <u>James L. Dyer</u> Telephone Number: <u>231-256-9711</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: <u>05/13/2025</u></td> <td></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: <u>05/13/2025</u>	
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Financial/Source Selection Method							
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							

Budgeted Amount: _____	Contracted Amount: <u>\$ 8,566.00</u>
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### Document Description

Request to Waive Board Policy on Bid Requirements   
  Financial Review Completed   
  Department Head/Elected Official Authorization

This request is for the purchase of approximately 2,000 hybrid bluegill fish for the Veronica Valley Kids Fishing Day event scheduled for June 22, 2025. The Parks & Recreation Commission has been purchasing fish for this event for many years.

The Parks & Recreation Commission unanimously passed the following motion at their April 16th meeting:

Motion by Campbell, seconded by Beduhn, to recommend to the County Board of Commissioners to approve the purchase of fish from Laggis Fish Farms to restock ponds at Veronica Valley Park in preparation for Kids Fishing day, in an amount not to exceed \$8,566.00

**Suggested Recommendation:**

Move to recommend that the County Board of Commissioners approve the purchase of fish from Laggis Fish Farms to restock ponds at Veronica Valley County Park in preparation for Kids Fishing Day, in an amount not to exceed \$8,566.00 with funds to come from 101.850.756.727.000

Department Approval:       Date: 05/08/25

**LAGGIS' FISH FARM INC.**

08988 - 35th Street

Gobles, Michigan 49055

Work (269) 628-2056 Days

Res. (269) 624-6215

Evenings till 9:00 PM/Michigan Time

Fax (269) 628-2056

March 29, 2024

Fish Order- Leelanau County Parks & Rec			
Hybrid Bluegill Size 5-7":	\$4.08 each	2,000 fish	<b>\$8,160.00</b>
Shipping:	204 Miles @ \$4.00/mi		\$812.00
		Split Ship 1/2	<b>\$406.00</b>
		Total :	<b>\$8,566.00</b>

# KFD 2024, A Summary

A

*The biggest one ... ever*



Volunteers were tested when hosting more than 1,000 people on Sunday, June 30, for Kid Fishing Day at Veronica Valley County Park. Here's how they were able to spread happiness.

- For many reasons, Kids Fishing Day was a resounding success. The event usually draws 500 to 600 people, and we've based that figure on an assumption that three out of four or maybe four out of five folks who attend check in at the front booth. We "officially" recorded 830 people in 2024. Virtually all came in family groups.
- Volunteers made the day. The longevity of Kids Fishing Day results from the much-appreciated support of a variety of grass root organizations. Still other supporters hold no allegiance to groups. They support Leelanau, kids and fishing, which is enough.
- That said, organization that have always supported KFD stepped up when told that fish costs went up dramatically. Providing financial help in particular was **Cherryland Electric Cooperative**. With your help, scores of young people caught their first fish at KFD, met new friends, and enjoyed a family-friendly outing. Thank you.
- The Lake Leelanau Lake Association keeps track of our finances, kicks in funds, and ensures that donations are tax deductible. It is a valued partnership.
- Of course, the Leelanau County Parks and Recreation Commission is key to the day, buying 2,000 of the 3,500 bluegills on its own for Kids Fishing Pond. Thank you.
- To our business partners, a world of thanks. You guys stepped up.
- To Heather Hettinger and the MDNR, you're the best. And to Dan Mays and the Grand Traverse Band, ditto.
- The county maintenance staff, in particular Jordon Kiessel, ensured that the park was in showcase condition. I heard many compliments. Thank you.
- Facing hundreds of kids armed with bare hooks, we twice had to send out for more worms. Luckily, a second load of hot dogs and buns arrived to thwart a near-riot situation. Serious consideration was given to conscripting the Leelanau County administrator for a road trip, for which he appeared amiable.
- I heard of no arguments or complaints for the entire day. Pretty good for 1,000 people. Please don't improve Cell service at the park. It was refreshing to watch young people recreate and converse with parents while not texting.
- So was 2024 the new norm? I don't know. Our first non-threatening weather forecast in years helped, as did media attention from the Enterprise, WTCM and Leelanau Ticker. If we do have the pleasure of hosting that many people at future KFDs, we'll need more planning to accommodate.

Al Campbell, Chair  
Kids Fishing Day

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Human Resources</u> Contact Person: _____ <u>Jennifer Kain</u> Telephone Number: _____	<b>Submittal Dates</b> <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: _____ <u>05/13/2025</u>
<b>Financial/Source Selection Method</b>	Vendor: _____ Address/ Phone: _____  <b>Description:</b> <u>Select One</u>
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>None</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
Budgeted Amount: _____ <u>\$ 0.00</u> Contracted Amount: _____	
<b>Document Description</b>	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization  There are several job descriptions that need to be addressed over time due to a hierarchy or wage structure change.  Assistant Finance director will report to the Finance Director. Senior Services Director is an exempt position. Register of Deeds Chief Deputy is an exempt position. Chief Deputy Treasurer is an exempt position.	
<p><b>Suggested Recommendation:</b></p> I move to recommend that the County Board of Commissioners update the Assistant Finance Director position to report to the Finance Director and the Senior Services Director, Register of Deeds Chief Deputy, and Chief Deputy Treasurer positions be updated to exempt.	

Department Approval: Jennifer Kain

Digitally signed by Jennifer Kain  
Date: 2025.05.06 11:02:08 -04'00'

Date: 05/06/2025

COUNTY OF LEELANAU  
JOB DESCRIPTION

**ASSISTANT FINANCE DIRECTOR**

Supervised By: Finance Director  
Supervises: Accounting Staff

**Deleted:** Administrator

FLSA: Exempt

**General Summary:**

The Assistant Finance Director is responsible for providing accounting and financial control work in a manner consistent with established and accepted governmental principles and practices. Responsibilities include overseeing accounting functions, which include accounts payable and payroll.

**Supervisory Responsibilities:**

- Manages and oversees accounting functions.
- Supervises and schedules staff in organization support operations.
- Assists Finance Director in staffing decisions in the Finance Department.
- Assists with performance evaluations.

**Duties/Responsibilities:**

- Supervises the accounting/payroll staff, and will prepare and submit all payroll reports, including state and federal taxes, FICA, MERS, Union dues, required miscellaneous employee deductions, etc., and to reconcile each by employee.
- Implements, maintains and reviews payroll processing and accounting systems to ensure timely and accurate processing of payroll.
- Processes payroll transactions including salaries, benefits, garnishments, taxes and other deductions.
- Assists Finance Director with audit preparation.
- Compiles, calculates data, and maintains a variety of periodic financial reports, including multiple grants, cash balances, inventories, cash management projections, and escrow account reports.
- Prepares journal entries and/or review and approve entries prepared by others.
- Provides accounting assistance, both over-the-counter, by telephone and by email to individual County employees, department heads, Elected officials, vendors, and contractors.
- Monitors department budget activity, identifies and reports potential financial overruns and variances at an early stage and notifies supervisors.
- Assist Finance Director to ensure compliance with accounting procedures through observation, supervision, and testing.
- Oversees the purchasing of County supplies, equipment, and vehicles utilizing the County purchasing policies and procedures.
- Oversees and reconciles accounts for all county credit cards.
- Performs other related duties as requested.

**Required Skills/Abilities:**

- Excellent managerial skills and ability to evaluate the work of others.
- Excellent verbal and written communication skills.
- Excellent organizational skills and attention to detail.
- Working knowledge of organizations applicable financial practices and procedures, as well as a thorough understanding of state and federal rules and regulations.
- Proficient with accounting software and standard office and accounting equipment.

**Physical Requirements:**

- Prolonged periods sitting at a desk and working on a computer.
- Must be able to lift up to 15 pounds at times.

The above statements are intended to determine the general nature and level of work being performed by people assigned to this classification. They are not to be construed as an exhaustive list of all job duties by personnel so classified.

**Employment Qualifications:**

**Education:** Bachelor's Degree in Accounting recommended.

**Experience:**

- Minimum of three (3) years of experience in government accounting, or related experience.
- Excellent written and verbal communication skills.
- Skilled in the use of office equipment and technology, including substantial experience in Microsoft Office Suite and the ability to master new technologies relevant to the position. Experience with BS&A software is preferred.
- Ability to establish effective working relationships and to interact professionally, constructively, and diplomatically with top level administrators, other employees (both union and non-union), elected officials, and any other representatives of the business.

**Other Requirements:** Valid Michigan Driver's License; computer knowledge and experience working in computerized systems such as Microsoft Office Suite applications, including Outlook, Word, and Excel.

**Physical Demands and Work Environment:**

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to communicate with others in person, on the telephone, and electronically. The employee must write and read written and

computerized documents, and file documents as needed. The employee must frequently lift and/or move objects of lightweight and occasionally lift objects of varying weight. While performing the duties of this job, the employee regularly works in a business office. The noise level in the work environment is usually quiet to moderate, but can be loud.

COUNTY OF LEELANAU  
JOB DESCRIPTION

**DIRECTOR OF LEELANAU COUNTY SENIOR SERVICES**

Supervised by: County Administrator  
Supervises: Senior Services Support Staff  
FLSA: Exempt

Deleted: Non-

**General Summary:**

Under the supervision of the County Administrator, the Senior Services Director oversees the day-to-day operations, fulfilling department goals, plans and develops programs, and provides services for seniors of Leelanau County. The Director supervises Senior Services staff and serves as a liaison with various governmental and agency administrators.

**Essential Duties and Responsibilities:**

An employee in this position may be called upon to perform any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. An individual must be able to perform each essential function satisfactorily.

1. Prepares and monitors the department's overall budget including expenditures, revenues and revisions.
2. Interviews, selects, schedules, evaluates, and disciplines support staff.
3. Prepares grant applications to secure necessary funds for operations. Follows each application's progress through the approval process, providing clarification and making adjustments as needed.
4. Develops and recommends new programs and revisions to existing services.
5. Establishes and administers priorities, policies and operating procedures in cooperation with staff, County Administrator, and Board of Commissioners.
6. Develops and oversees plan for maintaining funding with renewal of millage and other fund-raising activities.
7. Promotes services to seniors within the County, business and governmental groups using the media and personal appearances.
8. Consults with other professionals to develop and advocate programs, services and legislation for the benefit of the elderly.
9. Submits reports and updates to County Administrator and Board of Commissioners.
10. Oversees medical transportation services provided via volunteers for seniors.
11. Administers contract terms of the Service Contractors, maintaining monthly records of clients served.

Deleted: February

12. Conducts assessments of seniors to determine needs. Advocates for and makes referrals to service providers. Monitors quality of services rendered.
13. Organizes, coordinates and executes special events such as the Senior Expo.
14. Attends and participates in other community/agency meetings that advocate for seniors.
15. Attends County trainings related to emergencies/natural disasters. Assists the County with seniors in the event of an emergency/natural disaster.
16. Performs related work as required.

**Required Knowledge, Skills, Abilities and Minimum Qualifications:**

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

- A Bachelor's degree in gerontology or a related field.
- Three years' experience in program management, community services, or related field with some knowledge of geriatrics.
- A Michigan vehicle operator's license.
- Thorough knowledge of the principles and practices involved in property management and public program administration including budget development, personnel management and contract administration.
- Knowledge of elderly services programs, grant application procedures and general grant administration.
- Skill in managing a business office and related financial processes.
- Skill in the use of computers and related software, and other standard office equipment.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with employees, program recipients, representatives of other governmental units, administrators or elected officials.
- Ability to coordinate and supervise the work of others.

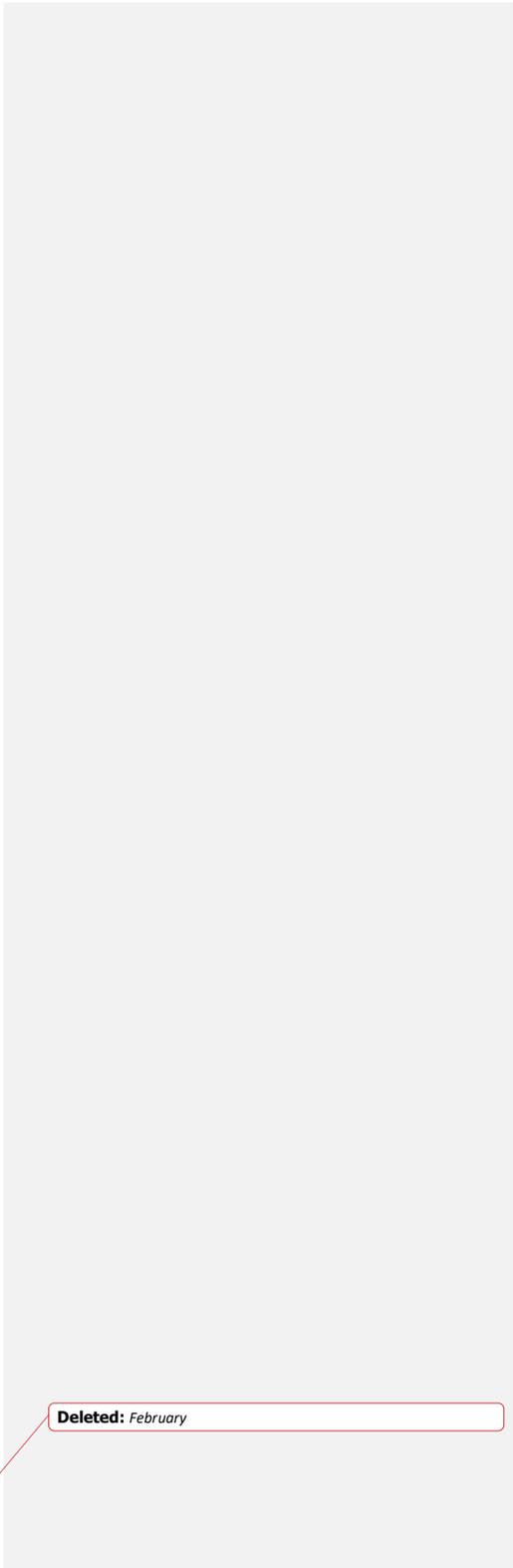
**Physical Demands and Work Environment:**

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly is required to communicate in person and by phone and type or enter data. The employee is required to create and review

written and computerized documents. The employee must regularly lift and/or move items of lightweight. The employee is required to travel to sites within and outside the County.

While performing the duties of this job, the employee typically works in a business office setting. The noise level in the work environment is usually quiet.



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COUNTY OF LEELANAU  
JOB DESCRIPTION

**CHIEF DEPUTY REGISTER OF DEEDS**

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

Deleted: Non-

**General Summary:**

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

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

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

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

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

#### **Employment Qualifications** (*minimum requirements*)

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

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

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

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

**Physical Demands and Work Environment:**

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

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

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

**COUNTY OF LEELANAU**  
JOB DESCRIPTION

**CHIEF DEPUTY TREASURER**

Supervised by: County Treasurer  
 Supervises: Deputy Treasurers, as directed  
 FLSA: Exempt

Deleted: Non-

**General Summary:**

Under the supervision of the County Treasurer, assists that official performing the statutory duties of the office. Performs various account-keeping tasks such as collecting monies for taxes, license fees and services, issuing receipts, compiling data, and other clerical and financial-related tasks. Assumes the duties of the County Treasurer on departmental matters following well-defined policies and procedures in that person's absence.

**Essential Job Functions:**

An employee in this position may be called upon to perform any or all of the following essential functions. These examples do not include all of the duties, which the employee may be expected to perform. An individual must be able to perform each essential function satisfactorily.

1. Receipts and maintain proper filing for money due the County for taxes, license fees, services, and other accounts receivable, over-the-counter, by mail and by electronic funds transfer. Issues receipts and maintains related records.
2. Balance daily cash receipts to cash drawer and general ledger. Prepare the daily money for the bank and process by electronic check scanning. Prepares cash drawer for the following day.
3. Prepare delinquent ad valorem and personal property tax settlements for 11 townships and 3 villages, and disbursements to over 25 units.
4. Process and maintain records monthly for all Board of Reviews, Michigan Tax Tribunals, Uncappings, State Tax Commissions, PRE's and post changes to the general ledger.
5. Complete exports for property tax forfeiture/foreclosure process to contracted partners for mailings and postings.

Deleted: February1/30/2025

6. Assists taxpayers, title and mortgage companies, real estate agents, financial institutions and others regarding property within the County. Provides assistance with legal descriptions, taxable, assessed and State Equalized valuations of real and personal property tax, and special assessment information.
7. Prepares notices when taxes are due, which includes assignment of penalties. Types refund listing where payment is due the taxpayer, due to Tax Tribunal or Board of Review Adjustment for overpayments.
8. Searches records to verify information for certification on deeds and land contracts, and makes tax histories when necessary.
9. Assists County Treasurer with required reports and payments for P.A. 123.
10. Supervisorial assists in departmental procedure and policies, resolves routine problems and issues and makes decisions while performing the duties of other Treasurer's Office personnel as workloads, absences or emergencies dictate.
11. Handles various cash investments in the absence of the County Treasurer, as directed.
12. Performs related work as required.

**Required Knowledge, Skills, Abilities and Minimum Qualifications:**

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

Requirements include the following:

- A high school diploma or equivalent supplemented by vocational or specialized training in bookkeeping, accounting, or a related field.
- Three years experience in an accounting, bookkeeping or financial capacity.
- Knowledge of the professional principles, practices and techniques of accounting and bookkeeping, including cash handling procedures.
- Knowledge of the laws, ordinances and procedures related to the management of municipal funds, tax collection and the tax system in general.

- Skill in operating standard office equipment, including a computer and related financial and tax system software.
- Skill in maintaining accurate records, reconciling financial accounts, and preparing comprehensive financial reports.
- Ability to complete mathematical computations quickly and accurately.
- Ability to coordinate, lead and direct the work of others.
- Ability to maintain attention to detail, establish priorities and work independently.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with citizens, employees, or other governmental agencies and other municipal professionals.

**Physical Demands and Work Environment:**

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to communicate with others in person and on the telephone. The employee must write and read written and computerized documents, handle money, and file documents as needed. The employee must frequently lift and/or move objects of medium weight.

While performing the duties of this job, the employee regularly works in a business office. The noise level in the work environment is usually moderate.

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Human Resources</u> Contact Person: <u>Jennifer Kain</u> Telephone Number: <u>231-256-8114</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: <u>05/13/2025</u></td> <td></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: <u>05/13/2025</u>	
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Budgeted Amount: _____ \$ <u>0.00</u> Contracted Amount: _____							
Document Description							
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization							
<p><b>LEELANAU COUNTY POLICY UPDATE MOTION AMENDMENT</b></p> <p>A motion to amend Personnel policy 1.07 was approved at the 3/18/25 Regular Session Board of Commissioners meeting. The motion and updated policy are attached for review. Section 6(B) of the policy was presented in the amendments that were proposed, but inadvertently was not identified as amended in the motion that was approved by the Board of Commissioners. To correct this exclusion, and assure all of the intended amendments are approved properly documented, the administration recommends that a separate amendment specifically adopting section 6(B) be approved.</p>							
<p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners adopt the updated Personnel Policy #1.07 to amend the personal days language in section 6(B).</p>							

Department Approval: Jennifer Kain

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Date: 05/07/2025

**LEELANAU  
COUNTY BOARD  
POLICY**

GENERAL SUBJECT: Employee Benefits & Policies  
(Administrator)

Policy No.: **1.07**

SPECIFIC SUBJECT: Non-Union Personnel Policy

Adopted: 01/14/1986  
Revised: 02/02/1994  
Revised: 01/01/2000  
Revised: 05/17/2005  
Revised: 11/18/2008  
Revised: 01/01/2010  
Revised: 04/21/2015  
Revised: 02/19/2019  
Revised: 11/21/2023  
Revised: 12/10/2024  
Revised: 03/18/2025

APPLIES TO: Non-Union County Employees  
This policy is not applicable to elected county positions.

**PURPOSE:** This policy should not be construed as creating a contract between the County and any of the applicable employees. The interpretation and operation of the benefits noted herein are within the sole discretion of the Leelanau County Board of Commissioners (hereinafter referred to as the "County Board.") Benefits outlined in this policy may be added to, expanded, reduced, deleted or otherwise modified by the Leelanau County Board of Commissioners and any such modifications in this policy shall be solely within the discretion of the County Board.

The County reserves and retains, solely and exclusively, all rights to manage and operate its affairs and neither the constitutional nor the statutory rights, duties and obligations of the County shall in any way whatsoever be abridged by the terms of this policy.

Just as any employee may resign at any time for any reason, the County reserves the right to terminate an employee with or without cause, and with or without notice, at any time. The County/Employee relationship is one of employment "at will" and no representative of the County has authority to enter into any agreement for employment for any period of time or to make any agreement contrary to the foregoing. An employee shall not rely upon custom or prior practice. The fact that this policy may have been applied differently in the past does not affect their current or future enforcement.

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## Types of County Positions

- A. Regular Full-Time Positions. Employees hired to perform year-round work and who work a normal workweek shall be considered regular full-time employees.

Generally, regular full-time employees are regularly scheduled to work a thirty-five (35) hour workweek.

Certain specifically designated regular full-time employees are scheduled to work a thirty-seven and one half (37½) hour workweek and/or a forty (40) hour workweek.

- B. Regular Part-Time Positions. Employees hired to perform year-round work but who work less than the normal workweek shall be considered regular part-time employees.
- C. Grant Positions. Employees hired to perform work pursuant to a state or federal grant shall be considered grant employees.
- D. Temporary Positions. Employees hired for a limited period of time for either full or part-time employment shall be considered temporary employees. A temporary employee shall be hired for a period not to exceed twenty-six (26) weeks, and shall receive Social Security and Workers' Compensation benefits and are not eligible for any other fringe benefits.

## 2. Pay Periods and Overtime

- A. Pay Period. The County payroll shall be prepared on a bi-weekly basis and payroll checks shall be issued no later than 4:00 p.m. on the Thursday following the close of the payroll period. When emergency conditions make this impossible, paychecks shall be issued and distributed as soon as possible thereafter.
- B. Overtime Compensation. Leelanau County generally attempts to discourage overtime. However, on rare occasions when overtime is required, the County will compensate employees eligible under the Fair Labor Standards Act ("FLSA") as follows: Work in excess of forty (40) hours per week will be considered overtime and shall be compensated at a rate of one and one half (1½) times the base hourly rate computed and paid in the payroll period in which the time was worked.

All overtime must have prior approval of the employee's Supervisor and shall be based on hours worked.

The above-described compensation for hours worked beyond the normal workweek does not apply to managerial and professional employees of the County who are exempt from overtime by the FLSA.

- C. Time Records. At the completion of a payroll period, each employee shall prepare, submit, and sign an approved timesheet. Timesheets shall be the basis for preparing payroll and recording deductions from accumulated vacation, personal and other types of leave taken by employees. Timesheets shall be submitted to the Finance Department by 10:00 a.m. the Monday following the end of the pay period, unless requested earlier due to a holiday.

3. 401(a) Plan, Longevity Pay, and Retirement Plans

A. 401(a) Plan or Longevity Pay.

Employees hired on or after January 1, 2015, will not be eligible for Longevity Pay.

For employees hired before January 1, 2015, Leelanau County will match employee contributions for those regular full-time employees who choose to participate in an approved 401(a) Plan as the schedule below illustrates. For those regular full-time employees who do not choose to participate in an approved 401(a) Plan, the Longevity Pay for the calendar year is shown under the column marked "Longevity Pay." Annual contributions shall be made on the employee's anniversary date provided the employee's contribution has matched the longevity amount. Thereafter, bi-weekly payments will be made matching the employee's contribution until the longevity payment is complete.

Employees must indicate their plan selection (401(a) Plan or Longevity Pay) prior to December 15 of the year preceding the year in which they will reach their 2<sup>nd</sup> anniversary with the County on a form provided by the Accounting Department. This one-time only decision is irrevocable.

<u>Length of Employment</u>	<u>Employee Contribution</u>	<u>Max. County Contribution</u>	OR	<u>Longevity Pay</u>
2-4 Years	\$300.00	\$300.00		\$200.00
5-9 Years	\$600.00	\$600.00		\$500.00
10-14 Years	\$800.00	\$800.00		\$700.00
15+ Years	\$1,000.00	\$1,000.00		\$800.00

Part-time employees are not eligible for the 401(a) Plan or for Longevity Pay. If an employee changes from part-time to full-time status, the employee's start date of full-time employment will be used for the purpose of computing benefits.

B. Retirement Plans.

1. Municipal Employees Retirement System. All regular full-time and regular part-time employees shall be members of the Michigan Municipal

Employees Retirement System. The County shall offer the MERS B-4 Plan (Defined Benefit), 50/25, FAC 5, vesting 10 years, no member contribution.

For new employees hired on or after March 21, 2012, the County shall offer the MERS B-2 Plan (Defined Benefit), age 60, FAC 5, vesting 10 years, member contribution of 2%.

2. Deferred Compensation. The County shall make available to all regular full- time and regular part-time employees a plan for deferred compensation until such time that the employee terminates his/her employment with the County by retirement or otherwise. This benefit is voluntary on the part of the employee.

#### 4. Normal Workweek

Leelanau County offices shall normally be open five (5) days each week, Monday through Friday, from 9:00 a.m. to 5:00 p.m., except for legal holidays designated in this policy. Employees will receive a one (1) hour unpaid lunch break.

The normal workweek for Leelanau County employees shall be thirty-five (35) hours per week, except for employees specifically designated to work a thirty-seven and one half (37½) hour workweek and/or a forty (40) hour workweek.

#### 5. Legal Holidays

- A. The following holidays shall be observed as legal holidays by the County:

- |                                |                                  |
|--------------------------------|----------------------------------|
| 1. New Year's Day              | 7. Veterans Day                  |
| 2. Martin Luther King, Jr. Day | 8. Thanksgiving Day              |
| 3. Presidents' Day             | 9. Friday after Thanksgiving Day |
| 4. Memorial Day                | 10. Workday before Christmas Day |
| 5. Independence Day            | 11. Christmas Day                |
| 6. Labor Day                   | 12. Floating Holiday             |

- B. Most County offices shall be closed on these designated holidays except those offices furnishing continuous services seven (7) days per week or where circumstances make such work necessary.
- C. Whenever one of the above-designated holidays falls on a Sunday, the Monday following shall be considered the official holiday and whenever one of the above-designated holidays falls on a Saturday, the immediate preceding workday shall be considered as the official holiday.
- D. Whenever a legal holiday falls within a period an employee is on authorized personal days or vacation leave, that legal holiday shall not be deducted from the employee's personal days or vacation leave accumulation.

- E. To be eligible for holiday pay, an employee must work a full regular scheduled workday before and after the holiday, unless the employee is on authorized vacation leave or personal days.
- F. Regular part-time employees, who are regularly scheduled to work on the day a holiday is observed, shall observe the holiday and be compensated for the number of hours they were scheduled to work.

6. Leaves of Absence

A. Vacation Leave.

- 1. Regular full-time employees who have completed one (1) year of continuous employment with the County since their last hiring date shall earn vacation leave as set forth below:

<u>After:</u>	<u>Maximum</u>
1 year -----	6 days
2 years -----	12 days
5 years -----	18 days
10 years -----	20 days
15 years -----	22 days

Vacation leave shall be accrued on the employee’s anniversary date.  
Vacation leave may be taken in increments.

- 2. Vacation leave shall be taken with the permission of the employee’s Supervisor and shall be scheduled as far in advance as possible.
- 3. Employees shall not be entitled to take vacation leave the first year of employment with the County.
- 4. Vacation leave may not be taken prior to being earned.
- 5. Employees, while on personal days, shall continue to earn vacation leave.
- 6. Employees on a 35-hour workweek shall not be permitted to accumulate unused vacation leave beyond two hundred ten (210) hours, (thirty (30) days.)  
Employees on a 37½-hour workweek shall not be permitted to accumulate unused vacation leave beyond two hundred twenty-five(225) hours, (thirty (30) days.)  
Employees on a 40-hour workweek shall not be permitted to accumulate unused vacation leave beyond two hundred forty (240) hours, (thirty (30) days.)

7. Regular part-time employees shall earn vacation leave based upon their length of continuous service to the County, such vacation leave being prorated on the ratio of regularly scheduled hours worked to the normal hours of the workweek.
8. Vacation leave shall apply to regular full-time and regular part-time employees only.
9. Benefits Upon Separation. After completing one (1) year of service, employees who leave the employ of the County prior to their anniversary date in any year will receive prorated pay for accrued, but not yet credited, vacation time for that year, in addition to any other unused accrued vacation time earned.

Employees who leave the employ of the County may receive pay for accrued but unused vacation leave in any of the following circumstances:

- If an employee retires in accordance with the retirement plan currently in effect.
- If an employee resigns from employment and a minimum of two (2) weeks advance notice is given.
- If an employee is laid off and requests payment of vacation leave pay, provided, however, that such vacation leave pay shall be designated to the period of the layoff.

Employees who are terminated from their employment with the County are not entitled to receive pay for accrued but unused vacation leave.

B. Personal Days.

1. Effective February 21, 2025 personal time will be front loaded upon date of hire for immediate use and can used for any reasons allowed in the Earned Sick Time Policy 8.04 or for other uses.
2. For 2025 only, an additional six (6) hours will be added to existing personal day leave banks for full-time employees hired after January 1, 2015 for a prorated total of sixty-two (62) hours.
3. Annual leave banks will be frontloaded for use the first work day in the calendar year at a rate of 72 hours for full time employees hired after January 1, 2015.
4. Regular part-time employees shall be credited with personal hours on a prorated basis.
5. New hires employed after January 1<sup>st</sup> shall receive prorated personal hours in relation to the number of months left in the year.

6. Personal time will be used in increments no less than one quarter ( $\frac{1}{4}$ ) hour.
7. Regular full-time employees hired prior to January 1, 2015, who are scheduled to work a thirty-five (35) hour workweek, shall be credited with twelve (12) personal days, and an additional seven (7) personal hours of leave to be used on an hourly basis.
8. Regular full-time employees hired prior to January 1, 2015, who are scheduled to work a forty (40) hour workweek, shall be credited with twelve (12) personal days, and an additional eight (8) personal hours of leave to be used on an hourly basis.
9. One (1) personal day shall equal seven (7) hours, seven and one half ( $7\frac{1}{2}$ ) hours, or eight (8) hours, depending on the employee's work schedule, at the employee's regular hourly rate of pay when he/she takes a personal day.
10. Employees shall normally give the Employer at least forty-eight (48) hours advance notice of their intent to use a personal day unless sickness or injury prevents same. Personal days will normally be granted unless an emergency exists or required staffing cannot be scheduled.
11. Employees who leave the employ of the County, other than for retirement, shall have that year's personal leave pro-rated in relationship to the number of months worked in the year the employee leaves. Any excess Personal Leave taken will be deducted from the final paycheck.
12. No accumulation or carryover shall be allowed from year to year. All unused personal days and hours shall be forfeited.
13. If a holiday as defined in this policy falls within an employee's personal day off, it shall not be counted as a personal day unless the employee was scheduled to work on a holiday.
14. Personal day schedules for time off for employees shall be developed and approved by his/her Supervisor. Each Supervisor shall schedule personal days over as wide a period as possible. In order to maintain required services. A personal day may be taken with forty-eight (48) hours advance approval by the Supervisor, unless due to sickness, weather emergency, or the Supervisor approves less notice.
15. Verification of Illness.
  - If an employee is unable to come to work because of sickness, he/she shall notify their Supervisor prior to the work shift as soon as it is feasible.
  - Employees returning to work from an illness or leave of absence, if over three consecutive days, may be required by his/her Supervisor to submit a statement

from his/ her physician qualifying his/her ability to work or to verify the illness.

- In the event of a dispute involving an employee's physical or mental ability to perform his/her job or to return to work after a leave of absence of any kind and the Employer is not satisfied with the determination of the employee's doctor, the Employer may require a report from a medical doctor of the Employer's choosing at the Employer's expense if not covered by the employee's insurance. If the dispute still exists, the Employer's doctor and the employee's doctor shall agree on a third doctor to submit a report to the Employer and the employee. Any expense of the third doctor shall be borne equally by the Employer and the employee, if not covered by the employee's health insurance.

C. Bereavement Leave.

1. Bereavement leave is a paid absence from work due to the death of a member of the employee's family or household.
2. An employee must notify his/her Supervisor immediately if it is necessary to use Bereavement Leave.
3. Employees will be paid for up to four (4) days absence in the case of a death of the following family member:

Father	Mother	Sister	Brother
Child	Step-child	Spouse	

Employees will be paid for up to three (3) days absence in the case of a death of the following family member or dependents living in the home.

Grandparent	Grandchild	Grandparents-in-law
Mother-in-law	Father-in-law	Brother-in-law
Sister-in-law	Daughter-in-law	Son-in-law
Step-parent	Step-brother	Step-sister

Additional time may be taken from accrued vacation leave or personal days upon approval from the employee's Supervisor.

4. Time taken off with pay as Bereavement Leave shall not be deducted from either the employee's Annual Vacation Leave or Personal Day accumulation.
5. Verification of Death. The Supervisor may require verification of death for employee to receive bereavement benefits.
6. Bereavement Leave may be used intermittently upon approval from the employee's Supervisor.

D. Leave for Jury or Court Duty. An employee called upon to serve on a jury or who is subpoenaed to appear in court on a work-related matter shall continue to receive

his/her regular compensation while so engaged. In the event the employee is awarded a fee for such service, the employee shall surrender those fees to the County. The employee shall be required to return to work if one (1) or more hours remain in the normal work day.

- E. Military Leave. See Family and Medical Leave Act Policy.
- F. Family and Medical Leave. See Family and Medical Leave Act Policy.
- G. Unpaid Personal Leave other than FMLA. For reasons other than illness, all regular full-time and regular part-time employees who have completed six (6) months of employment may request an unpaid personal leave of absence for a period not to exceed thirty (30) days in any one (1) calendar year. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the employee's Supervisor and County Administrator. Requests can be for more than thirty (30) days, if approved by the Board of Commissioners. A personal leave of absence may be granted to attend an educational institute, or for other reasons deemed appropriate by the Supervisor and County Administrator. All personal leaves of absence shall be without pay and benefits.  
An employee will not accumulate personal days or vacation leave, nor will the employee be paid for holidays which may fall during the leave period.  
  
When a leave of absence is granted for more than thirty (30) calendar days, for any reason, the County does not guarantee that the employee will be reinstated in his/her former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Supervisor.
- H. Earned Sick Time. Leelanau County will comply with Michigan's Earned Sick Time Act which goes into effect February 21, 2025. Please refer to the Earned Sick Leave Act Policy # 8.04.

## 7. Insurance Benefits

- A. Health Insurance. Leelanau County provides health insurance, which includes medical, vision and/or dental insurance. Employees electing to receive health insurance should see the Human Resources Manager for eligibility requirements.

Part-time employees who work a minimum of twenty-one (21) hours per week may elect to receive health insurance. Part-time employees electing such coverage shall reimburse the County for the difference in the premium of the prorated benefit for the employee and may purchase spousal or family coverage through the employer at the full cost to the employee, subject to federal law.

Upon separation of employment, the County shall pay the premium for health

insurance through the end of the premium month such separation becomes effective.

If health insurance is available for an employee through another source, the employee may receive payment in lieu of obtaining health insurance. The employee must provide documentation of enrollment in alternative coverage before receiving opt out payments.

The payment in lieu of health insurance shall be at the rates listed below.

Single	\$209.50 per month
Two person	\$471.37 per month
Full Family	\$565.77 per month

Employees who opt out of the health care shall be permitted to purchase dental and vision coverage with the total cost being borne by the employee.

If an employee's dependent is no longer eligible for coverage, it is the employee's responsibility to notify the Human Resources Manager in writing so that the proper adjustments may be made. If the employee fails to notify the Human Resources Manager of the fact that the dependent is no longer eligible for coverage within thirty (30) days of the event, the employee may be subject to discipline, up to and including termination, and may be billed for expenses incurred by the County.

Sick and Accident Insurance. The Employer will provide a disability insurance plan for full-time employees for short-term and long-term disability subject to the terms and conditions of the carrier's policy.

Employees eligible for health insurance shall continue to receive fully paid health insurance for the first six (6) months of disability.

Seniority for any non-duty related disability shall continue for twenty-four (24) months from the date of injury or illness.

B. Workers' Compensation.

1. The Employer agrees to provide Workers' Compensation insurance in accordance with the Workers' Compensation law of Michigan. Any employee involved in a work-related accident or injury must report that accident or injury to his/her Supervisor and the County Administrator by the end of the work day to fill out the proper reporting forms. Failure to properly report an injury may disqualify an employee for benefits under Workers' Compensation Insurance.
2. An employee receiving Workers' Compensation payments shall not earn vacation and personal days credit while on Workers' Compensation nor shall he/she be eligible

to receive holiday pay. The County will continue for eligible employees, to pay the premiums on health and life insurance for a maximum of one hundred eighty (180) days from the date of the injury, where applicable and this time shall count toward FMLA. Thereafter, the employee may make arrangements to pay the premiums to continue those insurances, provided that the insurance carrier permits the same. All other fringe benefits shall cease while on Workers' Compensation. The above benefit is supplemental in nature only and is not intended to supersede or adjust any primary coverage.

- C. Life Insurance. All regular full-time employees are covered by a life insurance policy effective on the first month following thirty (30) days of continuous employment in the amount of Fifty Thousand and no/100 Dollars (\$50,000.00.) The entire premium is paid for by the County.

All regular part-time employees are covered by a life insurance policy effective on the first month following thirty (30) days of continuous employment in the amount of Ten Thousand and no/100 Dollars (\$10,000.00.) The entire premium is paid for by the County.

Upon separation of employment, the life insurance policy is portable. The employee is responsible for premiums thereafter.

8. Travel Expenses See Travel Policy.

9. Inclement Weather

- A. When the County buildings are officially closed by the Chairperson of the Board of Commissioners, or the Vice Chairperson in his/her absence, in consultation with the County Administrator, due to inclement weather or other acts of God and employees are instructed to return home, they will be paid for their regularly scheduled hours.

Prior to the opening of the County buildings on any regularly scheduled workday, the Chairperson of the Board of Commissioners, or the Vice Chairperson in his/her absence, in consultation with the County Administrator, may officially close the County buildings due to inclement weather or other acts of God. In such event, employees shall be paid for their regularly scheduled hours. Employees who do not return to work because of continuing inclement weather conditions after the County has been officially reopened must use personal days or vacation leave in order to be paid.

The decision to close the County will be broadcast on the following local media if possible:

RADIO

WTCM 580 AM and 103.5 FM  
WCCW 107.5 FM  
WKLT 97.5 FM

TELEVISION

WPBN and WTOM Channels 7 and 4  
WWTW Channels 9 and 10

- B. When an employee is on vacation leave or personal days, he/she shall not be charged with the time if an inclement weather day occurs during that period if they are compensated for the entire day before and the entire day after the inclement weather day.
- C. This inclement weather policy shall not apply to employees who provide emergency services or who are called into work by their Supervisor.

10. Tuition Reimbursement

Any regular full-time, full-time grant, and regular part-time employees covered by this policy (non-union) are eligible for financial assistance for tuition costs for college or university courses taken in an approved technical, undergraduate, or graduate program after one (1) complete year of full-time County employment.

The County shall reimburse the employee fifty percent (50%) of tuition costs if:

- A. Recommended by the employee's Supervisor and the County Administrator and approved by the Board of Commissioners prior to enrollment in the course.
- B. The college or university is approved by the Supervisor and the County Administrator. The course taken must be directly job related, as determined by the Supervisor and the County Administrator.
- C. Prior to being reimbursed for tuition expenses, the employee must present the County Administrator a receipt for payment and proof of a grade of "C" (or its equivalent) or higher.
- D. Employees eligible for education compensation under the Veterans G.I. Bill or other government sponsored programs will have to exhaust their other benefits prior to being eligible for County education benefits.
- E. Reimbursement includes tuition, registration, books, lab fees, and administrative fees but not meals or travel expenses.
- F. Reimbursement is subject to and conditioned upon money being appropriated in the employee's Department budget for this specific purpose.
- G. Tuition reimbursement is subject to all IRS required taxwithholding.

11. Rules of Conduct

Leelanau County employees are expected to adhere to the following rules of conduct. The following list is for illustration purposes only and is not intended to be all-inclusive, and employees may be disciplined for matters not listed below. Further, the list may be added to, modified or supplemented by the County Board of Commissioners. The purpose of the rules is to set forth some guidelines for conduct, violation of which will result in disciplinary action, including possible discharge. Other types of behavior can subject an employee to disciplinary action including discharge. Further, all employees serve at the will and pleasure of the County, and may be terminated with or without cause.

- A. Tardiness. Employees who are late may be docked for time lost and disciplined.
- B. Absenteeism. Employees are required to notify their immediate supervisor prior to any absence as soon as possible.
- C. Dress and Grooming. Employees are expected to maintain a neat and professional appearance in accordance with their position and working conditions. The Supervisor may implement a dress code for his/her department. Some jobs may have additional restrictions for safety reasons.
- D. Public Decorum. All employees must maintain a pleasant and helpful attitude in dealing with members of the public and co-workers, whether by telephone or in person.
- E. Acceptance of Gifts. Employees shall not accept any gifts or gratuity from any individual or agency that may be construed as influencing a decision of a County employee. Using one's position of employment with the County for personal gain or receiving anything of value other than regular compensation is prohibited.
- F. Personal Mail and Packages. Personal mail and packages should not be addressed to the County address. Employees shall not use County postage or other property for personal business.
- G. Visitors. Friends, relatives and children of employees are not allowed in the working areas without the approval of the Supervisor.
- H. Sexual Harassment. See Sexual Harassment Policy.
- I. Stealing, attempting to steal, misusing, or deliberately destroying County property, tools and equipment or the property of other County employees is prohibited.
- J. Unauthorized use of County property, equipment or facilities (including telephones, vehicles and duplicating equipment) is prohibited.
- K. Falsification or unauthorized altering of employment application information, records (payroll or program records), or County records is prohibited.

- L. Refusal to obey or willful failure to carry out the instructions of supervisory personnel, including the assigned duties of the job is prohibited.
- M. The following are prohibited:
  - 1. Failing to report to work when scheduled.
  - 2. Improper use of personal leave or other leaves of absence.
  - 3. Falsification of information to secure personal time off or other leaves of absence.
  - 4. Abuse of lunch periods.
  - 5. Violation of departmental rules on confidentiality.
  - 6. Inefficiency, incompetence, or neglect of duty.
  - 7. Reporting to work or working in an intoxicated condition. Consumption or possession of alcohol or illegal drugs or substance (such as marijuana) on County premises or property while on or off duty. See Drug Free Work Environment Policy.
  - 8. Use of obscene language in public office areas.
  - 9. Threatening other persons or instigating a fight.
  - 10. Unauthorized possession of firearms, dangerous weapons or personal protection devices.
  - 11. Verbally abusing or physically attacking customers, clients, visitors or County personnel.
  - 12. Conduct disruptive to the work of other employees.
  - 13. Carelessness or negligence, which results in an injury to another employee, client or visitor.
  - 14. Illegal activity on County premises (misdemeanor or felony) during work or non-work hours.
  - 15. Violation of rules concerning outside supplemental employment.
  - 16. Instigating, aiding, or participating in any illegal strike or work stoppage.

17. Disrespect, verbal abuse or insubordination to any Supervisor.
18. Operating vehicles or equipment without a valid operator's license.
- N. Personal Equipment and Valuables. It is impossible to secure insurance coverage for personal equipment and valuables brought on County premises. Employees are discouraged from having personal items in their office and the County cannot be responsible for any loss or damage to such items.
- O. County Property. Employees shall conform to all rules for use and treatment of County facilities and property, not use any County property, equipment, vehicles, facilities or staff for personal matters or gain.
- P. Felony and Misdemeanors. Conviction or pleading guilty or nolo contendere to a felony may result in automatic termination of employment. Conviction or pleading guilty or nolo contendere to a misdemeanor may result in automatic termination of employment.
- Q. Telephone Calls. Use of County telephones is not permitted for personal long-distance calls except in emergencies. Supervisors may require employees to log all telephone calls. Personal calls shall be kept to a minimum.
- R. Change of Name, Address, Telephone Numbers, or Dependents. For employees who have a name change, marry, have children, divorce, change telephone numbers, or change of address, they must inform their Supervisor and the County Administrator in writing NO LATER THAN 30 DAYS AFTER THE FACT so that the personnel records and insurances may be adjusted. It is the employee's responsibility to keep the County Administrator up to date regarding these matters.

Forms may be obtained from the Human Resources or Accounting Department.

- S. Resignation. Should an employee leave employment, a minimum notice of fourteen (14) calendar days in writing must be given to his/her Supervisor.
- T. Employment of Relatives. It is the policy of the County to permit the employment of qualified individuals who are related to an existing employee provided a supervisory-subordinate relationship would not exist as a result of that employment. Relatives are defined as spouse, brothers, sisters, parents, in-laws, and natural or adopted children.

If a supervisory-subordinate relationship occurs as a result of a marriage between two (2) employees working in the same department, then the County will attempt to transfer one (1) of the individuals but it is not required to do so. If a transfer does not occur, one (1) of the employees will be required to resign within sixty (60) days of the marriage.

Personnel Records. Personnel records are maintained in the Administrator's Office for employees and some records may be kept by the employee's Supervisor. Personnel records include information on initial employment or re-employment, professional credentials, wage increases, promotions, demotions, disciplinary actions and other pertinent employment information. Employees may have access to review and have a copy made of their personnel file provided the County Administrator, or his/her designee, is present during the review.

- U. Outside Employment. While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations. In no case shall outside or supplemental employment conflict with, or impair an employee's responsibilities to the County. Any employee desiring to participate in outside or supplemental employment must inform his/her Supervisor. The following guidelines shall be applicable to all employees engaged in outside or supplemental employment.
1. Employees engaged in outside or supplemental employment shall:
    - Not use County facilities as a source of referral for private customers or clients.
    - Not be engaged in during the employee's regularly scheduled working hours.
    - Not use the name of the County or any County agency as a reference or credential in advertising or soliciting customers or clients.
    - Not use County supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.
    - Maintain a clear separation of outside or supplemental employment from activities performed for the County.
    - Not cause any incompatibility, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the employee's duties.
  2. The County shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.
- V. Smoking. All Leelanau County Buildings have been designated as smoke free buildings.
- W. Information Technology Resources. See Information Technology Resources Policy.

## 12. Complaint Procedure

General. This complaint procedure shall be applicable to regular County employees covered under this policy, alleging a violation of these County personnel policies. Excluding, however, employees employed by Elected County Officials (Sheriff, Treasurer, Clerk, Register of Deeds, Drain Commissioner, Prosecutor, Circuit Court and District Court) for disciplinary or discharge matters.

Complaints of employees working for Elected Officials for disciplinary or discharge matters who are not covered by a collective bargaining agreement may be considered under this procedure if such Elected Official, at his/her option, permits the same and requests processing of the complaint in writing to the Board.

This complaint procedure is also not applicable to any County Elected Official or County employees who receive direct appointments by the County Board of Commissioners such as appointed Supervisors.

A complaint shall be reduced to writing and shall state the facts giving rise to the complaint, the sections of this policy alleged to have been violated, the remedy requested, and must be signed by the employee involved. All complaints must be brought to the Supervisor's attention within three (3) working days from the date of the action giving rise to the complaint, or within three (3) working days after the employee should have had knowledge of the action giving rise to the complaint.

### A. Procedure.

- Step 1. An employee alleging a complaint shall submit his/her complaint within three (3) working days of its occurrence or when the employee should reasonably have obtained knowledge of its occurrence. If not so submitted, the complaint shall be considered automatically closed.

The Supervisor shall write his/her disposition within two (2) working days.

The Supervisor does not have the authority to alter benefits as set forth in this Personnel Policy.

- Step 2. Any complaint, which is not resolved in Step 1, may be submitted to the County Administrator within two (2) working days after receipt of the written disposition in Step 1.

The Administrator shall investigate the complaint and shall respond in writing to the complaint within ten (10) working days following receipt of the complaint, with copies to the Leelanau County Board of Commissioners.

- Step 3. Any complaint, which is not resolved in Step 2, may be submitted to the County

Board of Commissioners within two (2) working days after receipt of the disposition in Step 2.

The Board of Commissioners shall investigate the complaint and make recommendations to resolve the complaint.

The Board has the authority to revoke written warnings, transfers, demotions, and to reverse decisions on suspensions and/or discharge of employees and award back pay.

The Board's decision on such matters will be final and binding on all parties.

- B. Time and Procedural Limitations. No complaint shall be considered at any step unless it has been filed and processed within the respective time limits and procedures set forth above.

If said time limits and procedures are not adhered to by the employee, the complaint shall be considered dropped and not subject to further appeal.

## ACKNOWLEDGMENT

The undersigned employee of Leelanau County hereby acknowledges that he/she has received a copy of the following:

- Drug Free Work Environment Policy
- Equal Employment Opportunity Policy
- Family Medical Leave Act Policy
- Information Technology Resources Policy
- Non-Union Personnel Policy
- Sexual Harassment Policy
- Travel Policy

The undersigned employee understands that nothing in this policy is intended in any way to create a contract of employment, and agrees to follow all applicable policies.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Discussion – Dyer responded that this makes the most sense for him and the County. There is protections to both sides and as well as built in “outs.” The three-year contract is the most it can be pursuant to statute. Dyer offered further comments and gave a little history on the legislation that governs this. Brief comments ensued.

**AYES – 6 (Robbins, Wessell, Yoder, Allgaier, Bunek, Campbell)**

**NO – 0 ABSENT – 1 (Walter)**

**MOTION CARRIED.**

Administration – Earned Sick Time Update:

Interim Administrator Richard I. Lewis gave an overview of the agenda item. This will amend your policy as it relates to the Act and has been reviewed by legal. We are in compliance.

*#113-03182025 Regular Session*

**MOTION BY ROBBINS THAT THE LEELANAU COUNTY BOARD OF COMMISSIONERS APPROVE THE UPDATED EARNED SICK TIME ACT POLICY #8.04. SECONDED BY WESSELL.**

Discussion – Finance Director Cathy Hartesvelt responded to questions.

**AYES – 6 (Robbins, Wessell, Yoder, Allgaier, Bunek, Campbell)**

**NO – 0 ABSENT – 1 (Walter)**

**MOTION CARRIED.**

Administration – Personnel Policy #1.07 Update:

Interim Administrator Richard I. Lewis gave an update on the agenda item. Errors on page 30, go down to Regular FT, there are two paragraphs that should not have been deleted and need to be placed back in. If there is anything of substance, the document will be brought back before Commissioners again.

*#114-03182025 Regular Session*

**MOTION BY BUNEK THAT THE LEELANAU COUNTY BOARD OF COMMISSIONERS ADOPT THE UPDATED PERSONNEL POLICY #1.07 TO AMEND SCHEDULED HOLIDAYS, PAYMENT IN LIEU OF MEDICAL INSURANCE, WORKERS COMPENSATION AND SHORT-TERM DISABILITY LANGUAGE AS PRESENTED. SECONDED BY ROBBINS.**

Discussion – none.

**AYES – 6 (Bunek, Campbell, Robbins, Wessell, Yoder, Allgaier)**

**NO – 0 ABSENT – 1 (Walter)**

**MOTION CARRIED.**

2% Allocation Intent to Apply – Inland Seas Education Association:

Interim Administrator Richard I. Lewis offered comments on the agenda item.

*#115-03182025 Regular Session*

**MOTION BY ALLGAIER THAT THE LEELANAU COUNTY BOARD OF COMMISSIONERS ALLOW THE INLAND SEAS EDUCATION ASSOCIATION TO COMPLETE AN APPLICATION FOR CONSIDERATION BY THE BOARD OF COMMISSIONERS FOR THE 2% GRANT ALLOCATION, BY THE GRAND TRAVERSE BAND, IN THE AMOUNT OF \$15,000.00 FOR LEO CREEK PRESERVE IMPROVEMENTS FOR THE SPRING 2025 CYCLE FOR PAYMENT IN LIEU OF TAXES. SECONDED BY ROBBINS.**

Discussion – Commissioner Campbell said that Wessell is listed as the Chairman on the forms and that should be corrected. Commissioner Bunek said that this is not a grant and questioned how does this funding decision help local government departments. Commissioner Wessell responded that there is a Parks and Recreation Commission and this could be an extension of that. Wessell also referenced the 2019 legal opinion and this benefits the residents of the County.

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Finance/Accounting</u> Contact Person: <u>Catherine Hartesvelt</u> Telephone Number: <u>231-256-8106</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>05/13/2025</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>05/13/2025</u>
Submittal Dates							
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: _____	<u>05/13/2025</u>						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input checked="" type="checkbox"/> Select One: <u>Grant</u>  <input type="checkbox"/> Other: _____  <input type="checkbox"/> Account No.: _____  <input type="checkbox"/> CIP Project?  <input type="checkbox"/> If Grant, Match Account No.: _____                 </td> </tr> </table>	Financial/Source Selection Method	<input checked="" type="checkbox"/> Select One: <u>Grant</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Michigan Veterans Affairs Agency</u> Address/ Phone: _____ <b>Description:</b> <u>Grant Application</u>				
Financial/Source Selection Method							
<input checked="" type="checkbox"/> Select One: <u>Grant</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
Budgeted Amount: _____ Contracted Amount: _____							
Document Description							
<table style="width: 100%;"> <tr> <td style="width: 50%;"><input type="checkbox"/> Request to Waive Board Policy on Bid Requirements</td> <td style="width: 50%;"><input type="checkbox"/> Department Head/Elected Official Authorization</td> </tr> </table> <p>Grand Traverse County Veterans' Affairs officer, Michael W. Roof has prepared the attached applications for grant funding for two (2) initiatives to benefit Leelanau County to facilitate veteran benefit and services outreach and awareness programs.</p> <p>\$6,000.00 requested for Veterans Lunch and Learns, April 2026 - August 2026 (please see project detail and narrative attached)</p> <p>\$46,300.00 requested for advertising campaign to increase awareness of services (please see project detail and narrative attached)</p>		<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input type="checkbox"/> Department Head/Elected Official Authorization				
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input type="checkbox"/> Department Head/Elected Official Authorization						
<p><b>Suggested Recommendation:</b></p> <p>I move that the Leelanau County Board of Commissioners recommend approval to submit the CVSF FY26 grant application totaling \$52,300.00 and authorize the Board Chair to sign same.</p>							



## FY26 COUNTY VETERAN SERVICE FUND GRANT APPLICATION TEMPLATE

This is the only approved template for use in submitting the County Veteran Service Fund (CVSF) grant request.

Definitions to determine the proper individual to list as a contact can be found in the Grant Guidance. The Authorized Official is the person able to accept funds and enter the County into agreements and contracts. This is usually the Chairperson of the Board of Commissioners. The three contacts listed must all be different individuals.

Requested Total Grant Amount is the total of all initiatives/programs/salaries and must balance with the total of all Budget Request Forms and Staff Salary Budget Request Forms.

### CONTACT INFORMATION

**Applicant County** Leelanau

**Requested**

**Total Grant Amount** \$6,000.00

**SIGMA Vendor Code** CV0053862

**SIGMA Address Code** 001

**Project Director** Michael Roof

**Mailing Address** 2650 Lafranier Rd, Traverse City, Mi 49686

**Phone** 231-995-6069

**E-mail Address** mroof@gtcountymi.gov

**Financial Officer** Cathy Hartvesvelt

**Mailing Address** 8527 E. Government Center Dr, Suttons Bay, MI 49682

**Phone** 231-256-8106

**E-mail Address** chartesvelt@leelanau.gov

**Authorized Official** Steve Yoder

**Mailing Address** 8527 E. Government Center Dr, Suttons Bay, MI 49682

**Phone** 231-233-3470

**E-mail Address** syoder@leelanau.gov

All assistance, programming, and service initiatives must be submitted with separate Project Narrative, Budget Narrative/Justification, and Budget Request Forms. Duplicate forms as needed for each initiative and attach supporting documentation (quotes, contracts, etc.) as necessary.

## PROJECT DETAIL

Enter the name of the initiative in the Project Title and which of the four initiative categories listed in the Grant Guidance the initiative falls into in the Grant Focus Area.

**Project Title** Meals  
**Grant Focus Area** Veteran Benefit and Services Outreach & Awareness

## PROJECT NARRATIVE

Describe, in detail, the project/initiative and how grant funds will be used to execute. Include how the project/initiative links to the Grant Focus Area.

### Overview

The Leelanau County Department of Veterans Affairs has a VA Accredited County Veteran Service Officer (CVSO) that assist veterans. With this grant initiative, we are hoping to increase the number of veterans receiving benefits through the Lunch and Learn events.

### Veterans' Lunch and Learns

The goal of the Veterans Lunch and Learn is to increase awareness of the benefits and resources available to veterans and their dependents in Leelanau County. The Veterans' Lunch and Learns will help in directing veterans and their dependents to Leelanau County Department of Veterans Affairs so that our VA accredited CVSO can advise, assist and advocate for them to receive the veterans benefits to which they are entitled.

There is no fee to veterans, spouses and widows.

The Veterans' Lunch and Learns will be held at the various event places throughout Leelanau County. During these events, a lunch buffett will be provided at the beginning and then a Veteran Service Officer from our office will put on a presentation regarding all available veterans' benefits. Brochures will be placed at all tables and we will also have a staffed information table to assist attendees further.

We will utilize aspects of our Marketing Campaign to assist in advertising this event to veterans throughout our region. We can cater our newspaper advertising prior to the event to help get the word out.

**BUDGET NARRATIVE/JUSTIFICATION**

Describe the budget and include an **itemized list** of all planned expenditures. The items listed below must be included on the Budget Request Form(s) or Staff Salary Budget Request Form(s) and balance with the Requested Total Grant Amount.

Veterans Lunch and Learns total: \$6,000.00

Veteran lunch and learn presentations (April, May, June, July, August) will be at various restaurants throughout Leelanau County. At the event, we will require veterans to sign in for MVVAA standards and they will also have to fill out a registration form so we can put their information into our database. This will also be advertised in local newspapers with grant funds.

These meals are going to be hosted at a local restaurant with buffet style food. No alcohol will be purchased.

**PROGRAMMING/INITIATIVE JUSTIFICATION**

Describe how the requested programming/initiative meets the purpose of the grant, to enhance the connection between veterans, eligible dependents, survivors and the federal veteran benefits they may have not accessed previously. Include how each initiative links to the Grant Focus Area identified in the Project Narrative.

The Grant Focus Area of Veterans Benefit and Services Outreach and Awareness will be realized by hosting luncheons to provide a benefit presentation to veterans, spouses and widows to learn about what the office does and the benefits available to attendees.

Staff from the office will be on-hand to discuss benefits and schedule appointments during and after the presentation.

## SUBMISSION OF APPLICATION

Type an "X" in the box for confirmation of the following statements

I understand that my County must become registered to do business with the State of Michigan prior to receiving any grant funding. Registration is available at the following website: <a href="http://www.michigan.gov/SIGMAVSS">www.michigan.gov/SIGMAVSS</a> .	X
I have included a digitally signed FY26 PIV Verification Form indicating active remote access to the United States Department of Veterans Affairs computing systems or will submit one no later than <b>September 25, 2026</b> .	X
I understand that my County must submit Michigan Veterans Trust Fund applications for emergency assistance prior to utilizing the County Veteran Service Fund when applicable.	X
I have included itemized Budget Request Forms for each initiative/program/salary request.	X
I have included a FY17 and current year county budget for the veteran service office that provides assistance to veterans and/or family members.	X
I understand that I should receive an email confirmation of submission of my application within 24 business hours, and if I do not receive an email confirmation, I should contact the agency for confirmation.	X
I understand that the grant agreement must be signed by the <b>Authorized Official</b> before grant funds can be expended.	X

Signature:

*Boc approval anticipated*  
Authorized Official *mid May*

Date: 5/1/2025



## FY26 COUNTY VETERAN SERVICE FUND GRANT APPLICATION TEMPLATE

This is the only approved template for use in submitting the County Veteran Service Fund (CVSF) grant request.

Definitions to determine the proper individual to list as a contact can be found in the Grant Guidance. The Authorized Official is the person able to accept funds and enter the County into agreements and contracts. This is usually the Chairperson of the Board of Commissioners. The three contacts listed must all be different individuals.

Requested Total Grant Amount is the total of all initiatives/programs/salaries and must balance with the total of all Budget Request Forms and Staff Salary Budget Request Forms.

### CONTACT INFORMATION

**Applicant County** Leelanau

**Requested**

**Total Grant Amount** \$ 46,300.00

**SIGMA Vendor Code** CV0053862

**SIGMA Address Code** 001

**Project Director** Michael Roof

**Mailing Address** 2650 Lafranier Rd, Traverse City, Mi 49686

**Phone** 231-995-6069

**E-mail Address** mroof@gtcountymi.gov

**Financial Officer** Cathy Hartvesvelt

**Mailing Address** 8527 E. Government Center Dr, Suttons Bay, MI 49682

**Phone** 231-256-8106

**E-mail Address** chartesvelt@leelanau.gov

**Authorized Official** Steve Yoder

**Mailing Address** 8527 E. Government Center Dr, Suttons Bay, MI 49682

**Phone** 231-233-3470

**E-mail Address** syoder@leelanau.gov

All assistance, programming, and service initiatives must be submitted with separate Project Narrative, Budget Narrative/Justification, and Budget Request Forms. Duplicate forms as needed for each initiative and attach supporting documentation (quotes, contracts, etc.) as necessary.

**PROJECT DETAIL**

Enter the name of the initiative in the Project Title and which of the four initiative categories listed in the Grant Guidance the initiative falls into in the Grant Focus Area.

**Project Title** Marketing

**Grant Focus Area** Veteran Benefit and Services Outreach & Awareness

**PROJECT NARRATIVE**

Describe, in detail, the project/initiative and how grant funds will be used to execute. Include how the project/initiative links to the Grant Focus Area.

**Overview**

Leelanau County Veterans Services is staff through the Grand Travers County Department of Veterans Affairs. There is a VA Accredited County Veteran Service Officer (CVSO) at the Administrators Office every Tuesday to assist veterans with any questions or services.

**Marketing Campaign**

The Goal of Advertising Campaign is to increase awareness of the benefits and resources available to veterans and their dependents in Leelanau County. The Advertising Campaign will direct them to Leelanau County Veterans Services so that our VA accredited CVSO can advise, assist and advocate for them to receive the veterans benefits to which they are entitled.

We will use various forms of advertising to reach our goal of increasing visits to our office.

Areas of advertising will include:

Paper Newspaper Ads

Digital Newspaper Ads

**BUDGET NARRATIVE/JUSTIFICATION**

Describe the budget and include an **itemized list** of all planned expenditures. The items listed below must be included on the Budget Request Form(s) or Staff Salary Budget Request Form(s) and balance with the Requested Total Grant Amount.

**Marketing Campaign****Newspaper Ads \$29,539.30**

Place news paper ads in the weekly Leelanau Enterprise newspaper. The first ad will be a full page color ad. This is a county where few veterans are connected to the office and we are trying to reach everyone. Many veterans in our county read the local paper and this will provide a big impact of those not driving daily or on the Internet.

**Digital Newspaper Ad \$17,280.00**

Newspaper Ad in The Northern Express , and online newspaper The Leelanau Ticker.

**PROGRAMMING/INITIATIVE JUSTIFICATION**

Describe how the requested programming/initiative meets the purpose of the grant, to enhance the connection between veterans, eligible dependents, survivors and the federal veteran benefits they may have not accessed previously. Include how each initiative links to the Grant Focus Area identified in the Project Narrative.

Through marketing of the Leelanau County Dept of Veterans Affairs Focus Area of Outreach and Awareness, we look to reach out to clients who never heard of our office before.

We are trying a brand new approach with Digital newspapers and weekly/ monthly printed newspaper ads.

## SUBMISSION OF APPLICATION

Type an "X" in the box for confirmation of the following statements

I understand that my County must become registered to do business with the State of Michigan prior to receiving any grant funding. Registration is available at the following website: <a href="http://www.michigan.gov/SIGMAVSS">www.michigan.gov/SIGMAVSS</a> .	X
I have included a digitally signed FY26 PIV Verification Form indicating active remote access to the United States Department of Veterans Affairs computing systems or will submit one no later than <b>September 25, 2026</b> .	X
I understand that my County must submit Michigan Veterans Trust Fund applications for emergency assistance prior to utilizing the County Veteran Service Fund when applicable.	X
I have included itemized Budget Request Forms for each initiative/program/salary request.	X
I have included a FY17 and current year county budget for the veteran service office that provides assistance to veterans and/or family members.	X
I understand that I should receive an email confirmation of submission of my application within 24 business hours, and if I do not receive an email confirmation, I should contact the agency for confirmation.	X
I understand that the grant agreement must be signed by the <b>Authorized Official</b> before grant funds can be expended.	X

Signature: BOC approval anticipated  
 Authorized Official Mid May

Date: 5/1/2025





## 2025-2026 Awareness Building Program

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### Why us:

**The Tickers.** According to a 2022 survey, 72% of Ticker readers named The Ticker as their number one source for local news, 92% acted based on an ad they saw in The Ticker, and The Ticker's click-through rate is 75%, which is 10x's above the industry average. As of today, the Traverse City Ticker and Leelanau each have over 34,000 daily subscribers. Both Tickers have an 80% open rate each day, including weekends.

**The Northern Express** is Michigan's largest free weekly publication. Serving 13 Northern Michigan counties, the Express can be found at 650+ locations within those 13 counties. Each week, the Express delivers a minimum of 80,000+ readers. The Northern Express has a massive reach in Northern Michigan and beyond.



**TICKER**

**express**

**Recommendations:****Traverse City Ticker:**

One Regular Button every week, starting the week of October 6, 2025,  
and concluding the week of July 27, 2026

Cost:  
\$100/day x 43 weeks =  
An annual total investment of \$4,300

**This Leelanau campaign is projected to deliver over 638,000 million impressions, resulting in a cost per impression of only \$.006.**

**Northern Express:**

½ page full-color ads in every other issue of the Northern Express,  
starting with the October 6, 2025 issue and concluding with the  
July 27, 2026 issue

Rate Card cost = \$590/week for 22 weeks  
for a total annual investment of \$12,980

**This Northern Express campaign is projected to deliver a minimum of 3.2 million impressions, resulting in a cost per impression of just \$.004**

**Total cost for both The Ticker and Northern Express Campaigns:**

**\$17,280**



**TICKER**

**express**

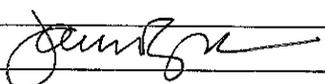


## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>James L. Dyer</u> Telephone Number: <u>231-256-9711</u>	<h3 style="text-align: center; margin: 0;">Submittal Dates</h3> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>05/13/2025</u>
<h3 style="text-align: center; margin: 0;">Financial/Source Selection Method</h3> <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Motor Pool and Fixed Asset Disposal</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ _____ <b>Description: Select One</b>

Budgeted Amount: _____	Contracted Amount: _____
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Document Description
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization
<p>Motor Pool and Fixed Asset Disposal                      Pursuant to policy no. 3.05 Fixed Asset Disposal Policy, Administration is providing notification to the BOC of intent to dispose of the attached list of vehicles and set of tires by special acution and to ask that the BOC declare the attached assets as surplus.</p> <p><b>2017 Ford F150</b>                      Former Animal Control Officer Truck                      Truck was replaced</p> <p><b>2019 Ford Explorer</b>                      Former Sheriff Patrol Vehicle                      Due to mileage and use, vehicle was replaced</p> <p><b>2019 Ford Explorer</b>                      Former Sheriff Patrol Vehicle                      Due to mileage and use, vehicle was replaced</p> <p><b>2011 Dodge Caravan</b>                      Corrections vehicle                      Due to mileage and use, vehicle was replaced</p> <p><b>2006 Chevy Silverado</b>                      Former Drain Commissioner truck                      High miles, not in great shape, has been replaced</p> <p><b>Tires - Set of 4</b>                      Brand new tires. Were formerly on the new Drain Commissioner truck                      Will place for auction at a price to attempt to recoup the cost of the new, all-terrain tires</p>
<p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners declare the attached list of vehicles and tires as surplus and allow Administration to sell these assets by special auction</p>

Department Approval:      Date: 05/07/25

## 2025 Vehicles for Surplus Auction

### 2017 Ford F150

Former Animal Control Officer Truck  
Truck was replaced

### 2019 Ford Explorer

Former Sheriff Patrol Vehicle  
Due to mileage and use, vehicle was replaced

### 2019 Ford Explorer

Former Sheriff Patrol Vehicle  
Due to mileage and use, vehicle was replaced

### 2011 Dodge Caravan

Corrections vehicle  
Due to mileage and use, vehicle was replaced

### 2006 Chevy Silverado

Former Drain Commissioner truck  
High miles, not in great shape, has been replaced

### Tires – Set of 4

Brand new tires. Were formerly on the new Drain Commissioner truck  
Will place for auction at a price to attempt to recoup the cost of the new, all-terrain tires

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Board of Commissioners</u> Contact Person: <u>Lauren Cypher</u> Telephone Number: <u>231-256-9711</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>05/13/2025</u>
<b>Financial/Source Selection Method</b>	Vendor: _____ Address/ Phone: _____  <b style="color: red;">Description:</b> 2% Allocation Request/Agr.
<input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
<b>Document Description</b>	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization	
<p>2% Allocation Applications are before the Board of Commissioners for submission to the Grand Traverse Band. The below have been approved for application by the BOC at the March, 2025 meetings for the spring 2025 cycle.</p> <ul style="list-style-type: none"> <li>- Inland Seas Education Association - \$15,000 for the Leo Creek Preserve project to include updated signage, trail and garden upgrades, a new well pump and pressure tank, and maintenance equipment.</li> <li>- Home Sweet Home Nonprofit Housing Corporation - \$12,000.00 with 50% match to assist in home purchases.</li> <li>- Sheriff's Office - Accident Investigation Total Station \$20,981.13 total request</li> <li>- Parks and Recreation Commission - Disc Golf Course Updates and beginner/putter course at Myles Kimmerly Park. \$18,006.00</li> <li>- Probate and Family Court - Purchase of bikes, helmets, trailer and storage mounting kit for the summer youth activity programs. Total not to exceed \$18,000.00</li> <li>-13th Judicial Circuit Court - Child &amp; Family Services Safe Haven program \$5,000.00 ask, \$258,104.00 local</li> </ul> <p><b>Suggested Recommendation:</b>                  Move to recommend that the 2% Allocation applications from Inland Seas Education Association, Home Sweet Home Housing, Leelanau County Sheriff's Office, Leelanau County Parks &amp; Recreation, Probate &amp; Family Court, and 13th Circuit Court be approved for submission to the Grand Traverse Band for consideration in the spring, 2025 cycle.</p>	

Department Approval: Lauren Cypher

Digitally signed by Lauren Cypher  
Date: 2025.05.07 09:41:43 -04'00'

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



4. Fiscal Data:      Amount Requested:      \$15,000              Percent: 49%  
                                  Local Leveraging:      \$15,800              Percent: 51%  
                                  (Match)  
                                  Total Budget:              \$30,800              Percent: 100 %
5. Target Population numbers:      X\_\_\_\_\_ Children              X\_\_\_\_\_ Adults              \_\_\_\_\_ Elders  
    \_\_\_\_\_ Total GTB member Community      X\_\_\_\_\_ Others

**It is difficult to quantify the number of GTB members impacted by this project as it depends on those who take advantage of Leo Creek Preserve and ISEA’s campus and programs. Inland Seas Education Association partners with all Leelanau County schools to provide programming for their youth.**

6. Counties Impacted:      \_\_\_\_\_ Antrim                      \_\_\_\_\_ Benzie                      \_\_\_\_\_ Charlevoix  
    \_\_\_\_\_ Grand Traverse              X\_\_\_\_\_ Leelanau                      \_\_\_\_\_ Manistee

7. Brief Description (purpose of funding); include statement of need:

**This request seeks funding to support Inland Seas Education Association’s (ISEA) stewardship of the newly acquired Leo Creek Preserve. The funding will enable ISEA to enhance its watershed-focused educational programming and ensure the continued accessibility and ecological integrity of the preserve for both students and the public. Specifically, the grant will address critical infrastructure upgrades, maintenance equipment acquisition, and educational resource development to maximize the nine-acre preserve's potential as a vital educational and community asset.**

In January 2025, ISEA was gifted Leo Creek Preserve, a unique natural area featuring over 1,000 feet of frontage along Leo Creek, a crucial groundwater stream feeding into Grand Traverse Bay. This preserve provides an exceptional opportunity to expand ISEA's Watershed Exploration programs, which complement our ship-based program. The hands-on, shoreside learning experiences deepen students' understanding of watershed ecosystems and the importance of conservation.

However, to fully realize the educational and community benefits of Leo Creek Preserve, immediate investment is needed in several key areas. The preserve requires updated signage to enhance visitor navigation and educational messaging, along with trail and garden improvements to ensure safe and accessible access for all. A critical need is the replacement of the existing well pump and pressure tank, vital for maintaining the preserve's botanical gardens and providing essential water resources. Effective stewardship of the preserve, as well as maintaining ISEA's main campus, necessitates the acquisition of a utility vehicle (e.g., Gator or similar). This vehicle will be used to transport grounds maintenance equipment and supplies between ISEA’s campus and Leo Creek, facilitate property maintenance at both sites, and ensure safe campus accessibility during winter through snow plowing. While educational stations exist at Leo Creek, further development of resources such as interpretive signage, field guides, and hands-on learning materials will be vital to maximize the educational impact of the preserve's natural features.

The \$15,000 requested for these upgrades and equipment will directly support ISEA's ability to provide impactful, place-based watershed education to students of all ages, maintain and enhance the ecological integrity of Leo Creek Preserve for its long-term health and accessibility, continue the legacy of community access and engagement established by the previous steward, Kate Thornhill, and provide safe access to ISEA's campus during winter months. By addressing these critical needs, this funding will empower ISEA to leverage the unique resources of Leo Creek Preserve, fostering environmental stewardship and enriching the educational and recreational opportunities available to the community of Suttons Bay and beyond.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

**Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.**

(b) Recommendation from Parent Committee: \_\_\_\_\_ YES \_\_\_\_\_ NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_  
\_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds? \_\_\_\_\_ YES \_\_\_\_\_ NO  
If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project?

**Start 5/1/2025      Completion 9/30/2025**

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

X \_\_\_\_\_ YES \_\_\_\_\_ NO. If yes, please list the start and end dates and amount:

**October 1, 2023-July 1, 2024: \$15,000**

**November 1, 2021-April 30, 2022: \$5,000**

**July 18, 2018-May 1, 2019: \$2,000**

**February 3, 2011-December 1, 2011: \$7,550**

**February 8, 2006–November 31, 2007: \$10,000**

**August 4, 2004-December 31, 2004: \$6,000**

11. Is the proposed project new- **Yes**

If this is a continuation project, please explain why there is a need to continue funding:

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12. If the previous project has been completed, did you submit your 2% report? **X**\_\_ YES \_\_\_\_\_ NO.  
The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).

**Gaming has been an important feeder to Inland Seas programming since our inception. In the most basic form, gaming is an attraction drawing many visitors to the region playing an important role in introducing the work of Inland Seas to a broad public audience. On a deeper level, gaming provides a platform that helps to support ISEA's environmental programs supported by the Grand Traverse Band of Ottawa and Chippewa Indians. Inland Seas has called on the expertise of environmental leaders within the Grand Traverse Band to help support the programming we conduct and the messages that we communicate to our participants. In addition, the Inland Seas Education Association draws thousands of visitors to our region for educational offerings and the exhibits available within our facility on an annual basis.**

14. How will the success of the project be assessed (evaluation plan)?

**The overall goal is to enhance the educational and community value of Leo Creek Preserve through infrastructure improvements, equipment acquisition, and educational resource development. We will measure success through these objectives.**

**Ensure effective and efficient maintenance of the preserve and ISEA campus as measured by the completion and functionality of the new well pump and pressure tank, documented utilization of the utility vehicle, and regular inspections of the preserve and campus to assess the effectiveness of maintenance efforts.**

**Enhance the quality, quantity, and impact of watershed education programs as measured by program surveys, tracking the number of students participating in Watershed Exploration programs at Leo Creek Preserve, and observing student engagement during the programs.**

**Maintain and enhance community access and engagement as measured by tracking visitor numbers to the preserve through trail counters or periodic observations, collecting feedback from community members through online surveys or public forums regarding their experiences at the preserve, and documenting volunteer hours contributed to the maintenance of the preserve.**

**Ensure that all expenses are within budget as measured by maintaining and comparing records of all expenses related to the project to the budget amounts and providing a final financial report of the project.**

15. If new staff is required, will preference be given to Native American applicants?  
 \_\_\_\_\_ YES \_\_\_\_\_ NO **Additional staff is not required for this project. ISEA volunteers will assist the ISEA Maintenance Coordinator with trail and garden upgrades. Inland Seas is an equal opportunity employer and Native Americans would be considered for any future position.**
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
  - **If for June cycle, postmarked by May 31st.**
  - **If for December cycle, postmarked by November 30th.**

**Mail completed 2% applications to:**

**Attention: 2% Program  
 Grand Traverse Band of Ottawa and Chippewa Indians  
 2605 N.W. Bay Shore Drive  
 Peshawbestown, MI 49682**

**If you have any questions, please call 231-534-7601.**

**Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form**

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

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We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the \_\_\_\_\_ School District.  
(Name of school district)

_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date

**LEO CREEK MAINTENANCE PROJECT BUDGET**

**COST**

New well pump	\$ 500
Pressure tank	\$ 800
Utility vehicle	\$ 15,000
Grounds maintenance equipment	\$ 5,000
Trail and garden upgrades	\$ 3,000
Trail counters	\$ 2,500
Updated signage	<u>\$ 4,000</u>
<b>TOTAL COST OF PROJECT</b>	<b>\$ 30,800</b>

**FUNDING**

2% Grant	\$ 15,000
ISEA Individual Donors	<u>\$ 15,800</u>
<b>TOTAL FUNDING</b>	<b>\$ 30,800</b>

**Tribal Council Allocation of 2% Funds  
Application Form**

**PLEASE NOTE:** Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

**\* ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN  
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle: \_\_\_\_\_ JUNE – New submission date, Postmarked by  
 \_\_\_\_\_ MAY 31st DECEMBER – New submission date,  
 Postmarked by **NOVEMBER 30th**
2. Name of Applicant: \_\_\_\_\_ Home Sweet Home Nonprofit Housing Corporation  
 Address: \_\_\_\_\_ 8944 S. Kasson St., P.O. Box 33,  
 Cedar, MI. 49621
- Phone #: \_\_\_\_\_ 231 835-0733 or 231 228-6603 Fax #: \_\_\_\_\_ NA  
 Printed Name: \_\_\_\_\_ John O'Neill, Board President

\* Authorized Signature: \_\_\_\_\_  
 (Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)

Title: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Printed Name of contact person: John O'Neill, Board President  
 Telephone #: Fax #: 231 835-0733 or 231 228-6603 Fax #: \_\_\_\_\_ NA  
 E-mail address: johnoneillbackup@gmail.com

3. Type of Applicant: \_\_\_\_\_ Local Government Local Court  
 \_\_\_\_\_ Township \_\_\_\_\_ County Commissioner Road Commission  
 \_\_\_\_\_ Public School District \_\_\_\_\_ College Charter School  
 \_\_\_\_\_ Public Library \_\_\_\_\_ Sheriff/Police Department Fire Department  
 X  501c3 applying through local unit of government (name):

<b>4. Fiscal Data:</b>	Amount Requested:	\$ 12,000	Percent:	32.4 %
	Local Leveraging:	\$ 25,000	Percent:	67.6 %
	(Match)			
	Total Budget:	\$ 37,000	Percent:	100 %

- 5. Target Population numbers:** Number of new home owning households : 6  
 (Indicate the number of GTB members) \_\_\_\_\_4\_\_\_\_\_ Children \_\_\_\_\_5\_\_\_\_\_ Adults \_\_\_\_\_1\_\_\_\_\_ Elders  
 \_\_\_\_\_2 (goal)\_ Total GTB member Community \_\_\_\_\_8\_\_\_\_\_ Others
- 6. Counties Impacted:** \_\_\_\_\_ Antrim \_\_\_\_\_X\_\_\_\_\_ Benzie \_\_\_\_\_ Charlevoix  
 \_\_\_\_\_X\_\_\_\_\_ Grand Traverse \_\_\_\_\_X\_\_\_\_\_ Leelanau \_\_\_\_\_ Manistee

NOTE: This requested funds are specifically and solely for Leelanau County, but we have also checked Benzie and Grand Traverse Counties to indicate our total service area. Note: GTB funds will be confined to Leelanau County. We expect to be offering other HSH Bridge Loans to buyers in Benzie and Leelanau from other funding sources. Our larger service area makes it more likely that we will serve more GTB members in addition to those mentioned above. This assistance is currently available to Tribal and non tribal members.

Residents of counties outside of our service area are eligible to apply if they work or have job offers in our service area. This will apply for this endeavor targeted for Leelanau County. buyers with Bridge loans are free to purchase eligible homes in any of our three counties

**7. Brief Description (purpose of funding); include statement of need:**

**WHAT WE DO:** Home Sweet Home extends large Bridge Down Payment loans to mortgage-qualified low to modest-income buyers to empower them to become homeowners. We remove the last barrier to homeownership; without our help they would remain renters and likely experience housing insecurity. Through no fault of their own such families would lose the benefits of home ownership for themselves and their children; they would never be able to build equity. These are responsible people who are otherwise priced out of the market. In order to preserve the borrower's debt-to-income ratio and loan limit all Bridge Loan payments are deferred until the house is sold or refinanced or no longer the owner's primary residence. Upon repayment funds are lent to new buyers, allowing funds to be used over and over. When paired with certain mortgages the first lender requires that the Bridge be structured as a grant.

HSH is a Christian housing ministry that extends loans to responsible people who need our help to become homeowners. Of course there is never a faith test nor expectation of conversion.

**PROJECT ACTIVITY:** To meet the goals of this initiative we will need to match the GTB 2% funds by a factor of two for a projected total of about \$37,000. A lot of our outreach is via email and news releases, which cost nothing beyond volunteer time. Because ours is an all-volunteer organization, our fundraising expenses are limited to things such as postage costs. Recording costs of the Bridge second mortgage is the buyer's responsibility at closing.

These new homeowners will help community neighborhoods to be vital and more resilient since owner occupants contribute far more to neighborhood well-being than absentee landlords.

*The benefits of homeownership are significant and many.* Children of low and modest income homeowners have much stronger educational outcomes and higher incomes as adults. Homeownership is associated with higher household income, civic and social involvement, environmental efficiency of homes, education, and child wellbeing are important benefits for our community. (See for example: <https://www.habitat.org/our-work/impact/research-series-outcomes-associated-with-homeownership>).

**The overall need and the need for our particular services:** Our service area of Leelanau, GT, and Benzie Counties has been in the grip of a serious housing crisis for over two decades. According to Housing North's "Housing Needs Assessment" a healthy rate of homes for sale is between 2% and 3%. This study found that the ratio of homes for sale to total homes here is extremely low: Leelanau 0.4%, Benzie 0.3%, and Grand Traverse 0.4%. The study cites the median list price of homes as \$447,450 in Benzie, \$465,450 in Grand Traverse, and \$975,000, just under \$1million, in Leelanau County (SS. VI-36). The Housing Needs Assessment found a need for 5622 homes in our three county area; 5622 for those earning between 50% and 120% of Area Median Income (VII-11). Since this study was published in 2023 home prices have continued to rise and interest rates have jumped sharply. The study did not examine short term rentals but many other reports and housing advocates note that Short Term Rentals depress the supply of homes and increase the cost of renting and buying. See for example, [https://homesight.org/the-impact-of-short-term-rentals-on-local-housing-markets/#google\\_vignette](https://homesight.org/the-impact-of-short-term-rentals-on-local-housing-markets/#google_vignette) These and other factors exert tremendous pressure on home prices. "Only 25.4% of households in the region [Northern Lower Michigan] earn enough to qualify for a mortgage at the \$300,000 price point" (IV-34).

According to the Northwest Michigan Housing Dashboard on Housing North's website, The Purchase gap is 1,548, that is, there are a thousand and half fewer homes available than needed. In addition, 2335 new homes will be needed by 2027 but only 405 home building permits were issued last year. <https://www.housingnorth.org/northwest-michigan-housing-dashboard>

While the decades-long housing crisis is no secret, it's important to note that Home Sweet Home is the only organization that is reaching out to buyers who are approved for first time homebuyer mortgages but who are priced out of the market.

The need for Home Sweet Home's Bridge Loan is demonstrated by this quote from USDA Rural Development Area Specialist David Greenwood. He sees the need professionally: "Rural Development provides subsidized loans for low income applicants to purchase homes. Some of our borrowers will have an effective interest rate as low as 1%. However, even with our subsidy some applicants have a very difficult time finding suitable housing within the loan amount that they can qualify for." This is "Due to the dramatic rise in prices we have seen in the real estate market over the last couple of years."

In his work HSH Board Secretary Jason Potes has also seen a rise in mortgage-approved buyers unable to find homes they can afford, including many mortgage-qualified people struggling with homelessness. This was a major motivation for Jason to help start Home Sweet Home.

Another aspect of the need for our work is that Home Sweet Home helps buyers to purchase existing modest homes. There is very little focus on preserving the affordability of existing modest homes. An expansion of our work with existing modest homes can help preserve these homes from gentrification and loss of access to low and modest income families and individuals.

Thus within the larger and too-long lasting housing crisis, there is an until-now unmet need for the HSH Bridge Loans. There is no duplication of services.

Clearly many people are unfairly priced out of homeownership. Unless we make it possible for responsible low and modest buyers to purchase existing modest homes, they will continue to be lost to short term rentals, investments, and second homes. Our community needs year-round residents from a wide range of backgrounds to remain healthy. The entire community suffers when responsible people are blocked from becoming owners. This injustice calls for remedy.

We serve responsible people of modest and low income who are mortgage-approved but priced out of the market. This includes people with incomes from 50% to 99% of the Area Median Income. Homeownership eliminates housing insecurity. Renters cannot build equity. Mortgage-approved people excluded from ownership often face housing insecurity and even homelessness; there is a documented correlation between high home prices and homelessness. Ownership helps people improve their employment and annual income. Most importantly, it benefits children who do better in school and have better career outcomes. Thus we also serve the children of aspiring homeowners. Ours is a longitudinal approach that makes a permanent improvement in the lives of people as well as the next generation growing up in their homes.

The Bridge Loans are sustainable--as loans are repaid they will be re-lent to new qualified buyers. Our organization and activities are all-volunteer. Volunteer tasks include application reviews, donor relations and fundraising, grant-writing, reporting to funders, reporting to government oversight agencies, and preparation of legal documents like promissory notes and mortgages that secure HSH Bridge Loans. Homebuyers select an existing home they need that meets our criteria. These standards include suitability for the buyer's needs, energy efficiency, overall condition, and closeness to community amenities. HSH does not need to spend time on construction management, marketing of homes, or other non-essentials.

There is no duplication of services. David Greenwood of USDA RD notes "[S]ome of our applicants simply cannot afford to purchase a home, even with a Rural Development Direct loan. I believe that gap financing would be very helpful for many of our applicants." Mr. Greenwood makes it clear: no other nonprofits offer bridge financing. **Note:** Although Mr. Greenwood's letter strengthens our case and describes his professional understanding of the need for bridge loans, he is precluded by USDA RD policy from specifically endorsing any funding proposal.

**8. This question only pertains to Indian Education Programs of Public School Systems.**

If you are not an Indian Education Program of a Public School system, skip to question 9.

NOT APPLICABLE

**9. What are the start and completion dates of the proposed project?**

Start	October 1, 2025	Completion	September 1, 2025
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**10. Has applicant received prior awards through the Tribe's 2% funding allocation?**

X. NO. YES

Note: John O'Neill, HSH Board President and Jason Potes, HSH Board Secretary previously worked together at the Benzie Housing Council. For the BHC we requested GTB 2% funding to counter foreclosures during the Great Recession; between 2007 and 2009 the Benzie Housing Council Foreclosure Prevention Program helped save some 55 families and individuals from foreclosure thanks in part to GTB 2% funding. Native Americans were among those served. Please note also that John O'Neill was the first director of Habitat for Humanity Grand Traverse Region and in the late 1980's insisted, in the face of a puzzled board's questioning, that Habitat's boundaries must include Peshawbestown because he was aware of many tribal members' dire need for decent housing. We mention this to show that two of the key individuals at Home Sweet Home have a solid track record making good use of GT Band funding and serving Native Americans.

**11. Is the proposed project new or a continuation project ?**

While this is the first time we've approached the GT Band, this activity is the continuation of a program that began in 2024 that features a renewed focus on Leelanau County. We must preserve access to existing homes. It costs \$250,000 or more to build a new subsidized affordable home. Continued funding is needed to be able to continue to serve more people. So far we have served two home buying households and two more families in the Grand Traverse Band's region are expected to complete the purchase of homes with HSH's help before the end of May. HSH Bridge Down Payment Help will average \$12,000 per house, though we expect to make bridge loans of up to \$25,000 each if needed. Our approach is refreshingly efficient. By providing gap financing to people who are mortgage-approved but locked out of the market by high prices, HSH helps house hunters become homeowners at a fraction of the cost of building new, allowing us to serve many more families and individuals. However, every time we prepare to help a family or individual to become a homeowner we need to raise the funds. Obviously it is far more efficient to raise \$10,000 to \$25,000 per family than \$250,000. Note that while the Bridge is designed to be structured as a loan, all repayments are deferred until the mortgage is paid off or refinanced. Thus, while these funds will be available in the future, at present we need to continue to fundraise.

**12. If the previous project has been completed, did you submit your 2% report?**

NOT APPLICABLE.

Please note that we have a policy of *always* reporting to funders.

**13. Impact of Gaming on local program:**

The success of gaming at Leelanau Sands Casino has resulted in an increased demand for housing in Leelanau County. This pressure results from at least three sources: Many more people have been employed at the tribe since gaming began and each employee requires a decent place to live. People who come to play at the casino cannot help but notice the beauty of the area and the many appealing activities. Some of these folks end up purchasing second and sometimes primary homes in Leelanau County. Often these were previously modest dwellings that are then gentrified.

Both of these factors contribute to the consistently high local real estate values. This attracts investors. Many of these properties are then converted from modest year-round residences to Short Term Rentals which are often rented to patrons of the Leelanau Sands Casino.

All of these factors diminish the availability of simple homes for modest earners. Thus, unintentionally but in several very real ways the Leelanau Sands Casino exerts an upward pressure on home costs while diminishing the supply. The Home Sweet Home Bridge Loan is the most efficient and cost-effective way to address this need.

Finally, it's likely that there are GTB members and casino employees who would like to become homeowners. Our outreach can help eligible GTB members, gaming, and other GTB employees who are interested in home ownership to apply for HSH Bridge Loans.

**14. How will the success of the project be assessed (evaluation plan)?**

Did we meet our fundraising goals, raising enough to at least serve three homebuyers in Leelanau County to become homeowners?

Did we employ an effective marketing strategy, including meaningful outreach to and engagement with the GTB, Native Americans, and other minority communities?

Did we successfully assist three low to modest income households to purchase homes?

Did we report on our successes and challenges to funders, including the GT Band?

**15. If new staff is required, will preference be given to Native American applicants?**

We are an all-volunteer organization and have no present plans to hire staff. This is one of our efficiencies. Should we decide to hire staff in the future we are not able to have a hiring preference but will certainly cooperate with the GTB to make sure that such employment opportunities are known by GTB members and other Native Americans and to encourage them to apply.

**16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.**

See Attached.

Also Attached: News Articles about Home Sweet Home, IRS 501 (c.) 3 letter.

Table 1

Project BUDGET	Home Sweet Home Proposal for the Grand Traverse Band 2% funding			
	<b>Income</b>			
	Two donors to bestow \$1,000, 14 to give \$500, 55 to offer \$100, 92 share \$50, and 95 to contribute \$20 each, for a subtotal of \$21,000.			
		Number of Donors	Size of gift	Subtotal
		2	\$1,000	\$2,000
		12	\$500	\$6,000
		50	\$100	\$5,000
		92	\$50	\$4,600
		95	\$20	\$1,900
	Individual Contributions, Subtotal			\$19,500
	Grants & Gifts from local Foundations, Service Groups, Churches.		\$6,000	\$6,000
	Home Sweet Home, Cash on Hand		\$1,500	\$1,500
	Request to the GTB			\$12,000
				\$39,000
	<b>Expenses</b>			
	Three Leelanau County Bridge Loans/grants @ \$12,000 each			\$36,000
	Direct mail costs, thank you notes			\$750
	Indirect expenses, eg, public notice in paper of record			\$250
				\$37,000
	<b>Income Minus Expenses, Retained Earnings</b>			\$2,000



Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
P.O. Box 2508  
Cincinnati, OH 45201

HOME SWEET HOME NONPROFIT HOUSING  
CORPORATION  
C/O JOHN ONEILL  
PO BOX 33  
CEDAR, MI 49621-0033

Date:  
04/19/2024  
Employer ID number:  
92-1845257  
Person to contact:  
Name: Ms. Setiadi  
ID number: 99559  
Telephone: 877-829-5500  
Accounting period ending:  
December 31  
Public charity status:  
170(b)(1)(A)(vi)  
Form 990 / 990-EZ / 990-N required:  
Yes  
Effective date of exemption:  
December 27, 2022  
Contribution deductibility:  
Yes  
Addendum applies:  
No  
DLN:  
26053710012603

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

*Stephen A. Martin*

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements



# New Nonprofit Aims To Help Homebuyers Bridge The Gap Between Mortgage Approvals And House Prices

By Craig Manning | Feb. 4, 2023

The man who helped bring Habitat for Humanity to northern Michigan is still interested in fighting for housing advocacy, and now, he's ready to start doing it in a brand-new way. Meet John O'Neill, one of the pioneers of the affordable housing conversation in northwest Lower Michigan, and the founder of a new nonprofit organization called Home Sweet Home. This time around, rather than tackling issues of housing inventory and upkeep, O'Neill is turning his attention to another factor that can act as a hurdle for would-be homebuyers: mortgage financing.

Home Sweet Home, which launched at the beginning of this year, wants to offer “gap financing” for prospective buyers whose mortgage preapprovals fall short of local housing costs. The goal is to get more families into permanent housing, thus freeing up more long-term rentals and even reducing the number of people experiencing homelessness in northern Michigan. Between high home prices and high mortgage interest rates, O’Neill says there are many individuals and families in the region who have mortgage approvals in hand, but can’t find houses within their price ranges. By offering zero-interest bridge loans, Home Sweet Home hopes to help those buyers find success in the local real estate marketplace.

O’Neill is no stranger to the work around housing and housing advocacy. He caught the bug for that kind of work in the 1980s while volunteering for a few days at a Habitat for Humanity office on the lower east side of Manhattan. By that time, he says, he and his family had moved from New York to Michigan, but were back in the city for a visit. “After about a half a week or volunteering, I said, ‘This is wonderful. I’d like to do this the rest of my life. How do I get a job with Habitat?’ And they said, ‘Well, we’re not hiring, but if you can find somebody who’d pay you to work for us, we’d be happy to let you work.’”

So began an unorthodox project for O’Neill: finding a way to fund his own work for a nonprofit organization. “I wrote to 250 of my closest friends and relatives, and people pitched in \$10 or \$25 a month,” he laughs. That money allowed O’Neill to go to work for the Habitat for Humanity affiliate in Lake County, Michigan – at the time, one of just three Habitat affiliates in the entire state. Later, in 1990, O’Neill played a key role in establishing the Northwest Michigan Habitat for Humanity, and subsequently served as the local affiliate’s first-ever executive director.

O’Neill’s later work included roles as an innkeeper and grant writer for the Goodwill Inn and as a seven-year executive director of the Benzie Housing Council. In 2014 and 2016, he challenged longtime Republican incumbent Melinda Lautner for a post on the Leelanau County Board of Commissioners, running on a platform of pushing local governments to play a stronger role in addressing housing issues. O’Neill lost both races, but to some degree, he also got what he wanted: In 2017, Leelanau rebooted its housing efforts with the creation of the Leelanau County Housing Action Committee – a board that O’Neill has been a member of since its inception.

Now, O’Neill has a new role, as board president of Home Sweet Home. He cooked up the idea for the organization along with Jason Potes, a credit specialist with Eastwood Custom Homes. Those conversations came to a head last summer, when Potes knew of at least 10 families “with good credit and decent earnings” who nevertheless ended up having to camp out in tents for the season. Most of those families, O’Neill says, had been living in local rental properties in the winter and spring. When summer hit, the owners of those properties flipped them over to short-term rentals and rates skyrocketed.

Currently, many of those same families are back in those same rentals, waiting for the same narrative to play out again when the weather warms up. “They’re able to afford these rentals for now, because STRs don’t have the same demand here in the winter,” O’Neill tells The Ticker. “But these families don’t have stable living situations, and living homeless part of the year has such a negative impact on their lives – on their kids especially.”

Thinking about those families led O'Neill and Potes to move their idea off the backburner and focus on it wholeheartedly. Last fall, O'Neill even approached a representative from Michigan State Housing Development Authority (MSHDA) to ask whether there was a program – either already existing or in the works for the future – that might help address the gap between typical mortgage preapprovals and rising home prices. The representative acknowledged the problem, but told O'Neill that no such program existed within MSHDA to help would-be buyers cover that gap. That settled it, and Home Sweet Home was born.

How does Home Sweet Home work? The example O'Neill gives is a family that qualifies for a \$250,000 mortgage and finds a dream home that costs \$300,000. Home Sweet Home – through grant funding, support from foundations, private donations, and other funding sources – would provide a \$50,000 zero-interest loan to cover that gap in expense. In exchange, the homebuyer would sign a deed restriction, agreeing that, if/when they decide to sell, they will sell the home “to another family earning modest wages.”

There are other steps along the way, too – eligibility requirements, approval steps for the specific houses that buyers choose, and even a home improvement process that O'Neill hopes will involve Home Sweet Home volunteers – but the basic goal is to provide gap financing for buyers and, in doing so, preserve homes as both primary residences and as properties earmarked for people in lower or mid-range income brackets.

“People would say to us, ‘Why not build new?’” O'Neill says of the Home Sweet Home venture. “But what we found is that this method can preserve 3-5 homes [for local buyers] for the same cost of building a new home. A lot of people in our area are concerned about short-term rentals and the effect they have, but mostly, they're concerned about it from a nuisance perspective. They don't want to live never to a party house. And for years, I've been saying to people, 'Look, we can't make any progress by building new unless we are protecting the base of existing homes,' and that requires creating systems that keep homes from becoming short-term rentals. So, that's what we're trying to do.”

Per O'Neill, Home Sweet Home will be launching a website and opening an application process for prospective buyers soon. Those who have questions about the organization in the meantime, he says, can contact him directly at [johnoneillbackup@gmail.com](mailto:johnoneillbackup@gmail.com).

<https://www.traverseticker.com/news/new-nonprofit-aims-to-help-homebuyers-bridge-the-gap-between-mortgage-approvals-and-house-prices/>

By Amy Hubbell

[amy@leelanauenterprise.com](mailto:amy@leelanauenterprise.com)

## Cedar recycling center closing

By Amy Hubbell  
[amy@leelanauenterprise.com](mailto:amy@leelanauenterprise.com)

A proposal seeking the purchase of land for a recycling center in Cedar is being made to the county Board of Commissioners.

Ray Pleva of the Cedar Chamber of Commerce is working on plans to move the recycling center from its present location near the Cedar river to privately owned property just west of the Post Office on Bellinger Road.

The move is necessitated by the Solon

Township Board's decision to not renew its contract with the county Solid Waste Board.

In December 2021, the township board extended its original five-year agreement with the county for one additional year. The previous month, the township board asked the county to take care of all the cost of graveling and grading the road and the cost of snowplowing the site, located just north of the Cedar business district.

"This is a county program, not Solon Township's," Clerk Shirley Mikowski

wrote in a letter to Pleva received earlier this month. "I will miss the site, but cannot continue to use township funds to support a county program."

The extended agreement expires at year's end Saturday.

The impending site closure prompted Pleva to act.

"We need it. It's popular and everyone wants it," Pleva said. "The goal is to find a spot that is suitable and will work for everyone."

Tuesday users were concerned about the site's closure.

## Group set to help homebuyers

By Amy Hubbell  
[amy@leelanauenterprise.com](mailto:amy@leelanauenterprise.com)

A new organization has formed to help first-time homebuyers secure financing for their purchase.

Home Sweet Home, a Christian group dedicated to demonstrating "love of neighbor," filed Michigan articles of incorporation this week.

John O'Neill of Cedar will serve as president.

"Imagine the excitement of being approved for a first-time homebuyer mortgage and then the disappointment of finding very little in your price range and when you did find something you were outbid by buyers offering cash over asking price," he said.

This scenario frustrates many new homebuyers. It is also a factor in the housing crisis. Many houses that until now served as primary residences are often purchased by second home buyers or by investors seeking to convert them into short term rentals or to flip them at a markedly higher price. This dynamic increases the scarcity of homes and drives up local rents.

"The reality is that unless we preserve existing homes for those earning local wages we cannot build our way out of the housing crisis," O'Neill said.

People most vulnerable to this phenomena are those approved for a USDA Rural Development Direct mortgage, low-interest financing designed for modest income first-time buyers. Because Rural Development often requires various repairs before approving the sale, another buyer willing to purchase the

(Continued on Page 14)



John Kasben places recyclables in one of the bins in Cedar which is slated to close Dec. 31. "I really wish they could keep this site open," Kasben said Tuesday morning as he finished dropping off his materials. Enterprise photo by Eric Carlson

A new organization has formed to help first-time homebuyers secure financing for their purchase.

Home Sweet Home, a Christian group dedicated to demonstrating "love of neighbor," filed Michigan articles of incorporation this week.

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# Group to help first-time homebuyers

Continued from Page 1

home as-is often becomes the new homeowner instead.

Until now there has been no remedy for the problem.

Home Sweet Home (HSH) are volunteers with deep experience in addressing previously intractable housing challenges with innovative solutions. After vetting applicants' credit-worthiness, HSH will offer interest-free gap financing to allow modest income homebuyers to complete their home purchase. If Rural Development requires repairs to the house and the seller is impatient, we may decide to offer a large good faith deposit to hold the house.

"We may also invest in the materials and labor to complete required repairs," O'Neill said.

"Homebuyer and volunteers will work on needed renovations. The value of the good faith deposit, the cost of materials and any hired labor will be credited at closing and added to our zero interest gap loan to the buyer."

Gap financing allows HSH to secure homes for five times as many families as building new. The beauty of the region will continue to exert pressure on the home market, so to preserve the HSH benefit, in exchange for the interest-free loan buyers will sign a deed restriction that requires them to sell to another income eligible buyer if and when they decide to sell.

"Many of the buyers we plan to help are now living in seasonal rentals. At the end of

April these will become short term rentals and rents will skyrocket," O'Neill said. "Other affordable rentals do not exist — families caught in this bind will double up with friends or relatives and a significant number will be forced to camp. So far too many the choice is not between homeownership and renting, but between buying a home with our gap financing or homelessness."

In addition to O'Neill, the HSH team includes:

- Colleen Gallagher, treasurer, served as a loan officer and manager of the Lake Leelanau branch of Traverse Catholic Credit Union for some 28 years and is now assistant to the Elmwood Township assessor.

- Jason Potes, secretary, earned a degree in construc-

tion management from Michigan State University. He worked for years for Homestretch and the Benzie Housing Council and has served on the Benzonia Village Board and on the board of Agape, a non-profit micro lender.

- Cathy Sanders, board member, coordinated the Foreclosure Prevention Program of the Benzie Housing Program, leading a team of local bankers and realtors to secured loan modifications for some 55 distressed homeowners during the Great Recession.

O'Neill directed Lake County Habitat for Humanity and was the founding executive director of Habitat Grand Traverse Region. He worked as an innkeeper and grant writer for the

Goodwill Inn and the Benzie Housing Council Executive Director and Housing Advocate. He has served on the Leelanau County Housing Action Committee since its inception.

HSH has registered as a Michigan non-profit corporation. The group's next priority will be to secure 501(c.) 3 federal tax exemption status. Shortly we will begin accepting preliminary applications so that potential donors can understand that this need has a human face. We will accept donations for the loans. We also hope that some sellers will offer help, either as a price reduction or as an interest-free loan toward closing.

For info or to help, contact John O'Neill at 231 228-6603 or [johnoneillbackup@gmail.com](mailto:johnoneillbackup@gmail.com)

John O'Neill

Wednesday, July 28, 2021

This article shows how our board chair and his family became home owners via the kindness of their landlord. Without help like the HSH Bridge many must remain renters.



Photo by Avery Evans on Unsplash

"God, I want a house!!!" It was the end of a long week.

Working for two Habitat for Humanity affiliates meant that I was working around 60 hours a week for the Ecumenical Christian Housing organization. I was helping others build and buy homes, yet my family and I were on food stamps and renting. I vented skyward and promptly forgot about it.

God listens to every prayer and this cry would become a daily miracle, a miracle that began long before my complaint was even uttered.

Some ten years earlier, I had volunteered at the Catholic Worker in New York, where I met Dorothy Day. While speaking to her, I casually said, "I grew up in Detroit – but in a good neighbourhood." Dorothy snapped, "What's a good neighbourhood?" I was jolted out of my middle class mindset. The faceless homeless were to become people I knew and worked with daily.

Five years later, I was married and living in northern Michigan. I saw a picture in the diocesan newspaper depicting Jimmy and Rosalyn Carter working on a Habitat building in NYC. Volunteers were needed. I thought, "What better place to lend a hammer than our old neighbourhood?"

Habitat was miraculous. After three days of volunteering, I was hooked. I encountered a group that was helping dozens of families to build their own permanent homes, providing a tangible solution for those in need and rebuilding neighbourhoods with their own hands! I felt this was where God was calling me.

This is wonderful, I want to do this for the rest of my life! How can I get a job with you?" I asked.

Habitat was still in its infancy, and I was told, “We don’t hire people, but if you can find a church or someone to pay you, we’ll let you work for us.”

After raising enough funds through family and friends, I quit my old job and began toiling for Habitat.

I loved my job, but soon I found myself working 60-hour weeks: driving in the dark, working out of make-shift offices, and sleeping on couches while on the road. The toughest part was that in my own home, we were really struggling. While my old job had included housing, now we had a young daughter, and I was earning less and paying rent. We were on food stamps and couldn’t even afford a Christmas tree that year.

To add salt to the wound, I was working all day to facilitate house building, seeing God provide homeownership for these families, and my little family was living in a rental.

I complained to high Heaven, angry, bitter, and exhausted. I felt like Jeremiah: “You duped me Lord, you duped me!”

I pleaded, “God, I want a house!!!”

Barely a month later, our landlady announced, “We’ve decided to sell the house. You had asked for first right of refusal, so we’re offering it to you.”

I immediately panicked. “I can’t afford a house!” I thought we’d have to move again.

Oh me of little faith! She offered us a land contract with payments equaling our rent minus taxes and insurance. That seemed good. But then she said, “And we’ll need a \$5,000 down payment.”

“I can’t afford a down payment!”

But the Lord made a path where there was no path, and we soon had the money we needed. I’d forgotten that God listens to every prayer.

So before we knew it, we’d bought a two-bedroom house with outbuildings for \$264 dollars a month. Even back then that was miraculous! Our landlady almost certainly could have gotten more money for the house if she’d sold it on the open market. She and her husband did a great kindness and allowed themselves to be channels of grace. God seldom works miracles unassisted; he delights in working with us.

Every day for three decades, our house has been a source of providence for our family. And we’ve also used the house to give back to others. Over the years, we’ve taken in people who needed refuge. It’s not only been a home for ourselves but also a home for others.

On reflection, our miracle house was not for us alone but to make us mindful that others need miracles, to awaken the awareness that God blesses our work and that we can rely upon the Lord’s promises in addressing the needs of others.

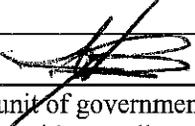
Providence is neither a theological theory nor an individual spiritual gift but a reality that builds the body of Christ. When I understand that I receive all from God, then I can be an agent of providence and share that miracle.

## Tribal Council Allocation of 2% Funds Application Form

### PLEASE NOTE:

Under the terms of the consent decree, which settled *Ex parte* (Case No. 1199-CV-01113, Dist. Ct. West Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, north branch of the agreement, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

**\*ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN  
GTB'S 5-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING\***

1. Allocation Cycle:  JUNE – New submission date, Postmarked by **MAY 31st**  
 DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**
2. Name of Applicant: Leelanau County Sheriff's Office  
 Address: 8525 E. Government Center Dr.  
Suttons Bay, MI 49682  
 Phone #: 231-256-8800 Fax #: 231-256-8611  
 Printed Name: Mike Borkovich
- Authorized Signature:   
 (Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)
- Title: Sheriff  
 E-mail address: mborkovich@leelanau.gov
- Printed Name of contact person: Undersheriff J. Kiessel  
 Telephone #: 231-256-8602 Fax #: 231-256-8611  
 E-mail address: jkiessel@leelanau.gov
3. Type of Applicant: \_\_\_\_\_ Local Government \_\_\_\_\_ Local Court  
 \_\_\_\_\_ Township \_\_\_\_\_ County Commissioner \_\_\_\_\_ Road Commission  
 \_\_\_\_\_ Public School District \_\_\_\_\_ College \_\_\_\_\_ Charter School  
 \_\_\_\_\_ Public Library XXX Sheriff/Police Department \_\_\_\_\_ Fire Department  
 \_\_\_\_\_ 501c3 applying through local unit of government (name): \_\_\_\_\_

4. Fiscal Data: Amount Requested: \$ 20,981.13 Percent: 100 %  
 Local Leveraging: \$ \_\_\_\_\_ Percent: \_\_\_\_\_ %  
 (Match)  
 Total Budget: \$ 20,981.13 Percent: 100 %
5. Target Population numbers: \_\_\_\_\_ Children \_\_\_\_\_ Adults \_\_\_\_\_ Elders  
 \_\_\_\_\_  Total GTB member Community \_\_\_\_\_  Others  
 (Indicate the number of GTB members)
6. Counties Impacted: \_\_\_\_\_ Antrim \_\_\_\_\_ Benzie \_\_\_\_\_ Charlevoix  
 \_\_\_\_\_ Grand Traverse  Leelanau \_\_\_\_\_ Manistee

7. Brief Description (purpose of funding); include statement of need:  
 . This request for the Sheriff's Office would be for a new Accident Investigation Total Station.  
 The Total Station is an instrument, similar to surveying equipment, which allows for Officers to digitally capture and document accident scenes and/or crime scenes. Once captured, scene information can then be transferred to computer programs where investigations can be completed and analyzed before being turned over to the Prosecutor's Office for successful prosecution. On average, the Sheriff's Office investigates 3-6 fatal accidents and 20-30 serious injury accidents per year, where this equipment would be used. The Sheriff's Office currently has an LTI system that is an older version of the Total Station. That LTI system was originally purchased in 2011 and has successfully served the Sheriff's Office and residents of the county in hundreds of incidents in its 15- year life span. Unfortunately, like most technology of its age, the LTI system has become cumbersome, hard to repair and not totally dependable in the field, when it is needed the most. A replacement like the Total Station would go on to serve the next generation of Sheriff's Office investigators for at least the next 15 years. The Total Station allows Sheriff's Office investigators to digitally document crime and crash scenes with precise detail in relatively short amounts of time. Scene documentation with an instrument of this nature allows for scene capture within 1-2 hours versus the old fashioned pencil, paper and tape measures which usually took 6-8 hours, thus shortening road closures, less investigator fatigue, and less overtime.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

**Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.**

(b) Recommendation from Parent Committee:  YES  NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds?  YES  NO

If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project?

Start 07, 2025 Completion 08/2025

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES  NO. If yes, please list the start and end dates and amount:

March 2014 - June 2014 and amounts: \$29,205.00

August 2014 - September 2014 and amounts: \$6277.68

March 2022 - April 2022 and amounts: \$32,870.00

11. Is the proposed project new XXX or a continuation project \_\_\_\_\_?

If this is a continuation project, please explain why there is a need to continue funding:

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

12. If the previous project has been completed, did you submit your 2% report?  YES  NO.  
**The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).  
 The requested funds will quickly and safely allow Sheriff's Office personnel to investigate or assist Tribal Police with incidents / motor vehicle crashes that involve serious injury and/or death.
14. How will the success of the project be assessed (evaluation plan)? Success will be measured through faster and more thorough on-scene investigation and documentation of serious incidents and crashes. This equipment will also allow for less dependence on other out-of county assets.
15. If new staff is required, will preference be given to Native American applicants?  
 YES  NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
  - **If for June cycle, postmarked by May 31st.**
  - **If for December cycle, postmarked by November 30th.**

**Mail completed 2% applications to:**

**Attention: 2% Program  
 Grand Traverse Band of Ottawa and Chippewa Indians  
 2605 N.W. Bay Shore Drive  
 Peshawbestown, MI 49682**

**If you have any questions, please call 231-534-7601.**

**Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form**

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

---

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the \_\_\_\_\_ School District.  
(Name of school district)

_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date

# Equipment Proposal

Leelanau County Sheriff's Office  
 8525 East Government Center Drive  
 Suttons Bay, Michigan 49682  
 Attention: S/ Sgt. T. Cadieux  
 Terrance Cadieux <tcadieux@leelanau.gov>  
 231-866-1705

Leica Geosystems, Inc.  
 38099 Schoolcraft Road  
 Suite 101  
 Livonia, MI 48150  
 Cell: (313) 670-3395  
 Rick.Sauve@Leicaus.com

20-Aug-24

Date Adjusted: 18 March 2025 (R. Sauve / Leica)

## LSherriff Office - Standard Robotic Total Station Package for Technical Crash Investigators

Part Number	Description	Qty	Price	Extended
	<b>Crash Investigation Robotic Equipment Package</b>			
917486	TS13 5" (1.5mgon) R500, total station with AutoHeight, automatic target recognition, reflectorless R500 EDM, electronic guide light EGL, WLAN, Bluetooth, RS232 interface, USB stick/SD card interface, 2GB eMMC Flash Memory, 1GB SDRAM, laser plummet, 1 keyboard with 5" WVGA color touch screen, Quick guide, container and optional: automatic target lock, SpeedSearch, RadioHandle interface.	1	22,960.00	22,960.00
870392	TOP1, TS13 Prism Lock Option			
870393	TOP2 TS13 Robotic Option for Power Search & Hot Shoe			
827646	Leica Captivate Operating System <b>Radio Handle / Tribrach / On Board Batteries</b>			
922840	RH18 Radio Handle	1	1,650.00	1,650.00
777508	GDF321 Pro Tribrach with Non-optical plummet, pale green	1	410.00	410.00
971702	GEB223 Battery int. Li-ion 7.2V/6400mAH	2	365.00	730.00
	<b>360 Prism</b>			
639985	GRZ360 prism	1	1,430.00	1,430.00
	<b>CS20 LTE - Brackets &amp; Hard Case</b>			
971178	CS20 LTE Field Controller US/CA. Ruggedized WinEC7 field controller with 5" WVGA touch display, 4GB eMMC Flash Memory, 1GB SDRAM, SD card slot, 5MP camera and LED flash. Includes internal Bluetooth/WLAN module, 4G GSM/UMTS/LTE module, Internal TS communication module, CGR4 & CTR20 module support, Onboard Charging, QWERTY keypad, stylus.	1	5,700.00	5,700.00
827698	<b>Captivate Onboard Software</b> Brackets & Holders	1	1,150.00	1,150.00
807157	GHT66, Holder for attaching GST20 to GHT63	1	140.00	140.00
767880	GHT63 Clamp arrangement for attaching GHT62 to pole <b>Tripod &amp; Plumbing Pole</b>	1	76.00	76.00
667301	GST120-9 Geodetic Tripods with Locking Legs	1	485.00	485.00
667310	GLS112, BASIC, Reflector pole, with bull's-eye bubble, <b>CS20 Accessories</b>	1	360.00	360.00
807245	GHT68 Utility hook for attaching CS20 to tripod or belt <b>Additional Accessories</b>	1	35.50	35.50
8208940	Tripod Bag	1	90.00	90.00

332200	Tripod-star GST4, for setting up slippery floors <a href="#">Onsite Training</a>	1	275.00	275.00
2TRAIN	Two Days Onsite Training (Certificates Provided) <a href="#">Upgrade of Existing CS20 LTE Controller and GNSS Receiver</a>	2	1,000.00	2,000.00

**Proposal Summary**

Price of Equipment	37,491.50
Less 20% MiDeal (State of Michigan) - Contract # 180000000005	(9,372.88)
Trade in of Existing Nikon Total Station (Serial Number: )	(5,137.50)
Training Credit for Law Enforcement	(2,000.00)
Price with Discount	20,981.13
Tax Exempt	-
Shipping Included	-
<b>Total Purchase Price of Equipment Packages</b>	<b>20,981.13</b>

Note:	MiDeal Contract # 180000000005	Approved \$	20,981.13
Note:	Price includes two days training for new users.	By County	
Note:	Proposal good for 60 days		

# Leica TS13

## Data sheet



Sometimes you need your instrument to grow with your projects. The **Leica TS13** empowers you to start with two-person mode and upgrade the instrument gradually to a robotic total station. You decide when to upgrade it – you can choose a different **keyboard**, add **lock** to follow a moving target or include **robotic capabilities** with **SpeedSearch** and controller **connectivity** via a radio handle. The TS13 comes with **AutoHeight**, helping you to setup your instrument error-free.

### LEICA TS13 TOTAL STATION: COLLECT IT.

- **Efficient data collection for mapping projects:** measurements, adjustments, and computations – all supported by powerful coding and linework routines.
- **Easy-to-use and data-centric field software:** efficient data collection, management, visualisation, import and export.
- **Upgradeable total station for measurement and layout tasks:** starting with two-person, scalable to one-person operation.
- **Accurate and effective stakeout and construction measurements:** automated routines for both two-person and one-person design data layout, as-built checks, and BIM tasks.

# Leica TS13 Total Station

## Basic variant



### ANGLE MEASUREMENT

Accuracy<sup>1</sup> Hz and V

■ Absolute, continuous, diametrical	1" (0.3 mgon), 2" (0.6 mgon), 3" (1 mgon), 5" (1.5 mgon)
-------------------------------------	---

### DISTANCE MEASUREMENT

Range<sup>2</sup>

■ Prism (GPR1, GPH1P) <sup>3</sup>	0.9 m to 3,500 m
■ Non-Prism / Any surface <sup>4</sup>	R500: 0.9 m to >500 m R1000: 0.9 m to >1,000 m

Accuracy / Measurement time

■ Single (prism) <sup>2,5</sup>	1 mm + 1.5 ppm / typically 2.4 s
■ Single (prism fast) <sup>2,5</sup>	2 mm + 1.5 ppm / typically 1.5 s <sup>10</sup>
■ Single (any surface) <sup>2,4,5,6</sup>	2 mm + 2 ppm / typically 2 s <sup>9</sup>

Laser dot size

At 50m  
8 mm x 20 mm

Measurement technology

System analyser  
Coaxial, visible red laser

### AUTOMATIC AIMING - ATR

Target aiming range<sup>2</sup>

■ Circular prism (GPR1, GPH1P)	■ 1,000 m
■ 360° prism (GRZ4, GRZ122)	■ 800 m

Accuracy<sup>1,2</sup> / Measurement time

ATR angle accuracy Hz, V	1" (0.3 mgon), 2" (0.6 mgon), 3" (1 mgon), 5" (1.5 mgon) / typically 3-4 s
--------------------------	---

### GUIDE LIGHT (EGL)

Working range / Accuracy

5 - 150 m / typically 5 cm @ 100 m

### GENERAL

Processor

TI OMAP4430 1 GHz Dual-core ARM® Cortex™- A9 MPCore™

AutoHeight module for automatic instrument height measurement

■ Distance accuracy	1.0 mm (1 Sigma)
■ Distance range	0.7 m to 2.7 m

Power management

Exchangeable Lithium-Ion battery  
Operating time up to 8 h

Field software

Leica Captivate with apps  
Running on field controller

Data storage

■ Internal memory 2 GB	On field controller
■ SD card 1 GB or 8 GB	

Interfaces

RS232, USB, Bluetooth®, WLAN

Weight

Total station including battery  
5.0 kg

Environmental specifications

■ Working temperature range	■ -20°C to +50°C
■ Dust / Water (IEC 60529) / Humidity	■ IP55 / 95%, non-condensing

## Upgrades<sup>7</sup>



### KEYBOARD DISPLAY UNIT (Optional)

Keyboard with display

Face I and face II optional	5" (inch), WVGA, colour, touch 25 keys, illumination
-----------------------------	---

Field software

Leica Captivate including apps  
Running on TS13 instrument

Data storage

Internal memory 2 GB  
SD card 1 GB or 8 GB  
On TS13 instrument

Weight

Total station including battery  
5.3 kg

### TARGET LOCK (Optional)

Target locking range<sup>2</sup>

■ Circular prism (GPR1, GPH1P)	■ 800 m
■ 360° prism (GRZ4, GRZ122)	■ 600 m

### ROBOTIC SURVEYING including PRISM FAST SEARCH (Optional)<sup>11</sup>

SpeedSearch range / Search time

360° prism (GRZ4, GRZ122)	300 m / Typically 7 s
---------------------------	-----------------------

Robotic range with long-range Bluetooth®<sup>8</sup>

To CS20 internal long-range Bluetooth®	500 m
To CTR20 expansion pack	1,000 m

<sup>1</sup> Standard deviation ISO 17123-3

<sup>2</sup> Overcast, no haze, visibility about 40 km, no heat shimmer

<sup>3</sup> 0.9 m to 2,000 m for 360° prisms (GRZ4, GRZ122)

<sup>4</sup> Object in shade, sky overcast, Kodak Gray Card (90% reflective)

<sup>5</sup> Standard deviation ISO 17123-4

<sup>6</sup> Distance > 500 m: Accuracy 4 mm + 2 ppm, Measurement time typically 6 s

<sup>7</sup> Initial or after sales, independent from each other

<sup>8</sup> Under good radio conditions

<sup>9</sup> Up to 50 m, max. measurement time 15 s for full range

<sup>10</sup> Initial measurement time typically 2 s

<sup>11</sup> Available also without prism fast search



Laser radiation, avoid direct eye exposure.  
Class 3R laser product in accordance with IEC 60825-1:2014.

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Integrate with LOC8 - Lock & Locate

For more information visit: [leica-geosystems.com/LOC8](http://leica-geosystems.com/LOC8)

Leica Geosystems AG  
Heinrich-Wild-Strasse  
9435 Heerbrugg, Switzerland  
+41 71 727 31 31

- when it has to be **right**

**Leica**  
Geosystems

# Leica CS20

## Data sheet



### Dominant performance through seamless integration

The next generation of Leica Nova and Viva measuring instruments became the world's first self-learning total stations and MultiStation with Leica Captivate. This engaging software joins ultimate GNSS receiver innovation with an industry-first 3D user immersion and modernises the Leica Nova scanning experience, for the first time merging the overlay of measured points, 3D models and point clouds into a single view.



### Infinitely bridging the field to the office

While Leica Captivate captures and models data in the field, Leica Infinity processes the information back in the office. A smooth data transfer ensures the project stays on track. Leica Captivate and Leica Infinity work in conjunction to join previous survey data and edit projects faster and more efficiently.



### Customer care only a click away

Through Active Customer Care (ACC), a global service and support network is only a click away to expertly guide you through any problem. Eliminate delays with technical service, finish jobs faster with excellent consultancy support, and avoid costly site revisits with an online service to send and receive data directly from the field. Control your costs with a tailored Customer Care Package to be covered anywhere, anytime.



leica-geosystems.com



- when it has to be **right**

**Leica**  
Geosystems

# Leica CS20



Leica CS20 Basic



Leica CS20 LTE



Leica CS20 LTE Disto

## SYSTEM SPECIFICATIONS

Operating system  
Processor

Windows EC7  
TI OMAP4430 1GHz Dual-core ARM®  
Cortex™-A9 MPCore™

Memory (RAM)  
Internal storage (Max)  
Screen size (Diagonal) & orientation (Primary)  
Screen resolution & type  
Weight (including battery)  
Size (length x width x depth)  
Battery life

1 GB	1 GB	2 GB
4 GB	4 GB	4 GB
5" (127mm), Landscape, sunlight-readable 800 x 480 WVGA, Colour TFT		
975 g	1007 g	1225 g
284mm x 150mm x 49mm 8 hours		

## ENVIRONMENTAL SPECIFICATIONS

Dust / Water resistance  
Shock resistance  
Operation temperature  
Storage temperature  
Military standard (MIL.-STD)

IP68  
1.2m (4 ft) / MIL-STD-810F, Method 514.5 - Cat24  
-30°C to +60°C  
-40°C to +80°C  
810F

## CONNECTIVITY

SD/SDHC  
USB client  
USB host  
Serial RS232  
Power jack  
Integrated Bluetooth®  
Integrated WLAN

✓  
✓  
✓  
✓  
✓  
✓  
✓

## USER INTERFACE

Touch screen  
On screen keyboard  
Keypad type  
Number of keys

✓  
✓  
QWERTY keypad  
67

## INTEGRATED PERIPHERALS

DISTO™  
UMTS/LTE Cellular modem  
5 MP Camera  
Flash  
Compass  
Accelerometer  
Gyro  
Long-range Bluetooth®  
Expansion pack  
Onboard Charging

		✓
✓	✓	✓
✓	✓	✓
		✓
		✓
		✓
✓	✓	✓
	✓	✓
	✓	✓

The Bluetooth® trademarks are owned by Bluetooth SIG, Inc.  
Laser radiation, do not stare into beam. Class 2 laser product according to IEC 60825-1:2014.

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**Leica Geosystems AG**  
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9435 Heerbrugg, Switzerland  
+41 71 727 31 31

- when it has to be **right**

**Leica**  
Geosystems

**Tribal Council Allocation of 2% Funds  
Application Form**

**PLEASE NOTE:**

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

**\*ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN  
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle:  JUNE – New submission date, Postmarked by **MAY 31st**  
 DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**
2. Name of Applicant: Leelanau County Parks and Recreation Commission  
Address: 8527 E. Government Center Dr. Suite 101  
Suttons Bay, MI 49682  
Phone #: 231-256-8101 Fax #: 231-256-0120  
Printed Name: Steven Yoder
- **Authorized Signature:** \_\_\_\_\_  
(Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)
- Title: Chairman. Leelanau County Board of Commissioners  
E-mail address: syoder@leelanau.gov
- Printed Name of contact person: Charles N Godbout  
Telephone #: 231-729-0781 Fax #: \_\_\_\_\_  
E-mail address: chas.godbout@yahoo.com
3. Type of Applicant:  Local Government \_\_\_\_\_ Local Court  
\_\_\_\_\_ Township \_\_\_\_\_ County Commissioner \_\_\_\_\_ Road Commission  
\_\_\_\_\_ Public School District \_\_\_\_\_ College \_\_\_\_\_ Charter School  
\_\_\_\_\_ Public Library \_\_\_\_\_ Sheriff/Police Department \_\_\_\_\_ Fire Department  
\_\_\_\_\_ 501c3 applying through local unit of government (name): \_\_\_\_\_

4. Fiscal Data: Amount Requested: \$ 18,006 Percent: 60 %  
Local Leveraging: \$ 11,830 Percent: 40 %  
(Match)  
Total Budget: \$ 29,836 Percent: 100 %

5. Target Population numbers: X Children X Adults \_\_\_\_\_ Elders  
(Indicate the \_\_\_\_\_ Total GTB member Community \_\_\_\_\_ Others  
number of GTB  
members)

6. Counties Impacted: \_\_\_\_\_ Antrim X Benzie \_\_\_\_\_ Charlevoix  
X Grand Traverse X Leelanau \_\_\_\_\_ Manistee

7. Brief Description (purpose of funding); include statement of need:  
See Attached Description Document  
\_\_\_\_\_  
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8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

**Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.**

(b) Recommendation from Parent Committee:  YES  NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds?  YES  NO  
If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project?

Start 4/2026 Completion 10/2026

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES  NO. If yes, please list the start and end dates and amount:

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

11. Is the proposed project new  or a continuation project \_\_\_\_\_?

If this is a continuation project, please explain why there is a need to continue funding:

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

12. If the previous project has been completed, did you submit your 2% report?  YES  NO.  
**The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).  
 The upgraded disc golf and beginner/putter course will hopefully attract those playing on the Strongheart Disc Golf Course and encourage more people to recreate outdoors.
14. How will the success of the project be assessed (evaluation plan)? We will use the Udisc app to track the number of users on the upgraded course. At tournaments held at the park, we will also seek feedback that will help indicate the project's impact and success.
15. If new staff is required, will preference be given to Native American applicants?  
 YES  NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
  - **If for June cycle, postmarked by May 31st.**
  - **If for December cycle, postmarked by November 30th.**

**Mail completed 2% applications to:**

**Attention: 2% Program  
 Grand Traverse Band of Ottawa and Chippewa Indians  
 2605 N.W. Bay Shore Drive  
 Peshawbestown, MI 49682**

**If you have any questions, please call 231-534-7601.**

**Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form**

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

---

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the \_\_\_\_\_ School District.  
(Name of school district)

_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date

Leelanau County

Parks and Recreation Commission

Myles Kimmerly Park Committee

Disc Golf Upgrades and Putter/Beginner Course

Brief Description (Purpose of funding), include statement of need:

We are requesting funds to upgrade the disc golf course at Myles Kimmerly Park, established in 2003. This is one of the most popular courses in Northern Michigan. In 2023 the UDisc (scorekeeping app), recorded over 2,100 rounds played on the course, with an estimated 30% of players using the app, the true number of rounds is probably closer to 10,000. As the highest-rated course in Leelanau County, it provides a key recreational economic benefit to the region. The purpose of the funding is twofold: to upgrade the existing disc golf course infrastructure and to create a new beginner-friendly course. The current course's baskets and tee signs are to be upgraded to enhance the playing experience while new tee signs with accurate distances, pars and more will improve accessibility. Additionally, due to natural overgrowth and the proximity of a walking trail, two tee pads will need to be relocated to ensure both improved safety and optimal course flow.

By upgrading the existing course, we can repurpose the old baskets to create a shorter, beginner-friendly course. This new course will be designed to help players of all ages learn basic disc golf skills in a more accessible and manageable environment. With growing popularity of disc golf among families and new players, there is a clear demand for courses tailored to these new groups. This initiative will provide healthy, year-round outdoor recreation, making disc golf accessible to players of all ages and abilities while positively impacting the local economy.

**Tribal Council Allocation of 2% Funds  
Leelanau County Parks & Recreation Commission  
Disc Golf Upgrades and Putter/Beginner Course  
November 2024**

**16. Budget:**

<b>Main Course</b>	
New tee signs: 18 x \$100 (large w/ hole maps)	\$1,800
Upgrade Baskets: 18 x \$470 (Discraft Chainstar Pro)	\$8,460
Practice Basket: 1 x \$470 (Discraft Chainstar Pro)	\$470
Shipping (Baskets)	\$286
Replacement/Relocating of existing tees (holes 5 & 17)	\$2,000
Basket Assembly, Basket & Tee Installation (16 hrs. X \$50/hr.)	\$800
<b>Main Course Subtotal</b>	<b>\$13,816</b>
<b>Beginner/Putter Course</b>	
Design Course	\$5,000
Obstacle Design/Build/Install (9 obstacles)	\$2,430
Tee Signs: 18 x \$30 (small, no hole maps)	\$540
Reuse baskets from Main Course (Discraft Chainstar)	\$0
Practice Basket: 1 x \$400 (Discraft Chainstar)	\$400
Tee Posts: 9 (4x4x10) cut in half for 18 tee posts	\$200
Obstacle Lumber & Hardware (9 x \$150)	\$1,400
5 Gallon Buckets (for tee posts and basket anchors)	\$150
Concrete Work (18 tee pads, basket anchors & sign posts)	\$5,900
<b>Beginner/Putter Course Subtotal</b>	<b>\$16,020</b>

<b>Project Total Budget</b>	<b>\$29,836</b>
<b><u>Local Leveraging: (Match)</u></b> Beginner/Putter Course Design donated (\$5,000) Basket Assembly, Basket & Tee Installation by volunteers (\$800) Design/Build/Install 9 holes by volunteers (\$2,430) Tee Sponsorships (18 total tees x \$200/tee = \$3,600)	\$11,830
<b>Amount Requested</b>	<b>\$18,006</b>

40% Match

60% Amount Requested

**Lauren Cypher**

---

**From:** Kama Ross <kama.ross@yahoo.com>  
**Sent:** Thursday, October 31, 2024 6:17 PM  
**To:** Lauren Cypher  
**Subject:** Fw: Myles Kimmerly disc golf letters of support  
**Attachments:** Myles Kimmerly enhancements.eml; Letter of Support to Enhance Disc Golf at Myles Kimmerly.eml; Myles Kimberly Master Plan Support Letter.eml; Myles Kimberly Disc Golf.eml; Myles Kimmerly Disc Golf Course Proposal.eml; Myles Kimmerly Disc Golf Enhancement Support.eml; Support Letter to Grand Traverse Band of Ottawa & Chippewa.eml; Myles kimmerly letter.eml; Myles Kimmerly disc golf course expansion/renovation.eml; Myles Kimmerly Extension Letter.docx; Myles Kimmerly Park.pdf; Myles Kimmerly letter of support.docx

I'm not sure if you will know the answer, but these are the letters of support that were emailed to the guy we are working with to submit a disc golf upgrade 2% grant application. Any thoughts on how to attach these to our application? New to me...I always asked for letters, not emails. Or do you have someone at The Tribe that answers questions like these about the process? Thanks.

Hope Halloween was a hit with your boys!!

----- Forwarded Message -----

**From:** Aloft Disc Golf <contact@aloftdg.com>  
**To:** Kama Ross <kama.ross@yahoo.com>; Donald Frerichs <donfrerichs@gmail.com>  
**Sent:** Thursday, October 31, 2024, 10:33:18 AM EDT  
**Subject:** Myles Kimmerly disc golf letters of support

Good morning, here are the letters of support I have received as of today. Some of them are in email format, and others are in letter/document format.

Greg Argyle  
**Aloft Disc Golf**

[AloftDG.com](http://AloftDG.com) | 231-883-4734

I was first introduced to disc golf from my son. He spends numerous hours weekly playing. My daughter is now playing as well. My first Aloft Sunday league was at Myles Kimmerly when they needed a 3rd for their card. Being in my later 50s and not knowing how to play very well, I have grown to love being part of the disc golf community. I would love to see enhancement done to bring in a new generation of disc golfers and nature enthusiasts to enjoy the course and learn at leisure without pressure of hitting the hills running.

I have really been impressed with the recent improvements done on the course.

I believe having an entry level course will entice more people to enjoy what nature and other disc golfers have been enjoying!

Thank you for consideration.

Chenina Stevens

Sent from my iPhone

To the Grand Traverse Band of Ottawa & Chippewa Indians,

My name is Tom Strome, I am a disc golfer who lives in Grand Traverse County and have a great appreciation for all the hard work that goes into the courses around the area. All involved have done a fantastic job to provide a variety of courses at varying skill levels. I don't always get to make it out to Myles Kimmerly, due to it being about 45 minutes away from where I live, but I always make sure to get out there at least once during "Disc Golf Season" (which I consider April-November). This year I got out there 3 times, one being just this past weekend. I am always reminded how awesome of a space it is and how much I enjoy it out there.

Some course enhancements would be absolutely awesome, and I know I would go out of my way to play the course more if the new putter course was added as well. I am excited about the potential changes, and the continued growth of Disc Golf across this county. It's my favorite hobby, and I spend so much more time outdoors now than I did the decade prior, due to my love for disc golf.

Hope to see these changes come to Myles Kimmerly. Thanks for your time!

Tom  
Hope this helps! Thanks for all the hard work you do, Greg!

-Jonah

Good Morning,

I was sent information about upcoming improvements planned for Myles Kimberly Park. As a disc golfer living in Grand Traverse County, I wanted to voice my strong support and appreciation for any and all improvements that can be made to this wonderful community resource. I use the disc golf course frequently, and I play year-round. This is already one of the best and most fun courses in the GT area, and I'm all for any expansion of disc golf activities in the area. I sincerely hope the plans for MK come to fruition, and I would be happy to support it in any way I can.

Thank you,

**Jeff Stewart**

To the Grand Traverse Band of Ottawa & Chippewa Indians,

I hope this letter finds you well. First, I'd like to thank you for your generous financial contributions to community projects over the years. Your support makes a difference and is very appreciated.

I'm writing in support of the proposed plan to upgrade the existing disc golf course at Myles Kimmerly park. Myles Kimmerly was the first course I played when I moved to the area over a decade ago. Its where my wife and I teach our three boys to play the game we love. We often pack a lunch and spend hours at the park playing disc golf and taking in all that that Myles Kimmerly has to offer. There are other disc golf courses that are closer to our home, but Myles Kimmerly park is our favorite place to go.

My wife and I are especially excited for the possible "Beginner-Friendly practice course" and practice basket. These improvements would help the next generation learn the sport. My children love to play disc golf, but too often the courses in the area are too long for the younger kids. The practice course would be something unique that no other course in the area offers; making Myles Kimmerly the park-of-choice for parents of young children.

Again, thank you for your support and I hope you will consider approving these proposed changes. Have a great day!

Jason and Beth Vivian

Traverse City

231-632-8550

To The Grand Traverse Band of Ottawa & Chippewa,

My name is Bill Plut, I am writing this letter in support of upgrading & updating the disc golf course at Myles Kimmerly. This is a beloved piece of property not only to the locals but visitors from all around. Myles has certainly had its ups and downs with beautiful casual rounds and professionally run disc golf leagues as well as devastating storms knocking down tree after tree. Thankfully all of the hard work of the county workers and the volunteers (I am a proud volunteer) that have helped over the years have kept this location and course a favorite of mine and countless others to come out and play.

Upgrading the baskets and the signs are not only needed, but they would add to the picturesque Myles offers, especially during the fall time, but it will be helpful for new comers and players that are not familiar with the course. As a player, the signs are a huge help to not only give an idea of where the baskets are but more importantly to help people unfamiliar with the course to know where to go when they are done. I have played many new courses with horrible signage and lack of navigation that has pushed me away from returning to that course until they have updated their signs. New and defined signs are helpful in so many ways as well as help promote local companies on each sign as sponsors, if this is a way to help fund this project.

Adding new baskets would be a game changer, as the sport of disc golf evolves so does the equipment. These baskets have been played on for many years and loved by many players that have scored aces (hole in one) with them and disliked by many that have had the perfect putt for a birdie that has just been rejected by the baskets. Upgrading these baskets with new ones will allow players to better see the baskets off the tee pads and add an improved scenic view to a player staring down a new basket with new chains.

I want and would love to see more existing players and new players to come to Myles to enjoy the scenic views of the rolling hills and the beautiful scenery during fall time of the leaves falling with a chilly breeze in the air. This course is really a gem for all players to play and to enjoy.

In regards of the short course/putting course, I believe this would be a huge improvement to the property as well as a heavily played course for all levels of players. For the beginner and younger kids, this would be a great course for them to get their feet wet and hopefully encourage them to want to keep playing. It is an awesome thing to see a few young players come to tournaments to compete against players that are older than them, some have even out played me once or twice. There is so much hidden talent out there in all levels of players and this will help all levels of players increase their skills, but hopefully something like this would show a young player new to the sport that they have a skill playing disc golf. I'm sure the odds aren't high, but you never know if this could help a kid or whom ever become an inspiring pro. I

also have hope that this will encourage more younger players to play more outside and participate in a growing sport than being inside.

As for the adult players of every level, I believe that this course will help improve their skills of putting/short approach shots of forehand and backhand shots. This will be a course that would be played before a round for a warm up session or after a round to correct the missed putts on the existing large course.

This putting course/short course would be a one of its kind in this area to hold putting tournaments and weekly putting league during the warm seasons. From living around a few mins down the road from another short course, this type of course could be or would be a perfect winter time course due to it being short. The Almira Course is on the north side of Lake Ann and is one of the most played courses during the winter time.

There are alot of dedicated disc golf players and with this being in the area and accessible, I know that this will bring more players out to this area during the winter time. I also believe that having more players out in this area during the winter having a putting tournament or cold casual rounds would lead to those players visiting some of the local restaurants such as Broomstacks (which we love and enjoy) and Pegtown Station for some seasonal income.

I really hope that whom ever reads this sees the opportunity or opportunities that this course will provide the new to the sport and existing players to increase their game and encourage other players from surrounding areas to come to Myles Kimmerly.

If you have any questions in regards to my email, please feel free to reach out to me.

Thank you so much,

Bill Plut

Grand Traverse Band of Ottawa & Chippewa,

I have been made aware of the possibility of upcoming changes and renovations to the disc golf park at Myles Kimmerly. I want to reach out to express my support for this future endeavor. A putter course has always been so much fun in the past to me. However, the closest one is over an hour away. This addition I am most excited about. The new tee pad location and practice basket are a close second. The ability to warm up on a putting green before a recreational or sanctioned round would greatly improve the experience and stature of this course. I am already proud of my local course of Myles Kimmerly, but these additions will make myself and others enjoy the course that much more. It is my hope that these upgrades commence and the local community and those who travel to play it will benefit for years to come.

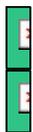
Best,  
Keegan Plamondon

--

**Keegan Plamondon**

Accounting Assistant

Accounting | Waveland Property Management



(231) 383-5685

Waveland Property Management, 44 E. Lakewood Blvd., Holland, MI 49424

Create Your Own Free Signature

Tyler Swanson=20  
 5332 Maple Grove Road =20  
 Lake Ann, Michigan 49650=20  
[tylswa@yahoo.com](mailto:tylswa@yahoo.com) =20  
 10/26/2024

Grand Traverse Band of Ottawa & Chippewa Indians =20  
 2605 N West Bay Shore Drive =20  
 P.O. Box 183 =20  
 Peshawbestown, MI 49682 =20

Dear Grand Traverse Band of Ottawa & Chippewa Indians,

I hope this letter finds you in great spirits. I am writing to express my enthusiastic support for the proposal to upgrade the Myles Kimmerly Disc Golf Course. As a passionate member of our community and an avid disc golf player, I believe that enhancing this facility will significantly benefit our community and promote the growth of this beloved sport.

Disc golf has experienced remarkable growth over the past decade, both in participation and visibility. The Professional Disc Golf Association (PDGA) reports that the number of registered players has surged, indicating the sport's increasing popularity. This trend is reflected locally, where more individuals and families are discovering the joy of disc golf as an accessible recreational activity.

Upgrading the Myles Kimmerly Disc Golf Course would not only enhance the experience for current players but also attract new participants. A well-designed and maintained course can become a regional destination for disc golf enthusiasts, encouraging tournaments and events that draw visitors from surrounding areas. This influx of visitors can have a positive economic impact, benefiting local businesses and fostering community engagement.

Moreover, disc golf promotes physical health and well-being. It offers an opportunity for people of all ages and skill levels to engage in outdoor activity, encouraging a healthy lifestyle while also fostering social connections. By investing in an upgraded course, we would be providing a space for families, friends, and community members to gather, connect, and enjoy nature together.

The Myles Kimmerly Disc Golf Course has the potential to become a centerpiece for recreational activities in our region, aligning with the Grand Traverse Band's commitment to promoting health, wellness, and cultural engagement. This upgrade would not only serve our local disc golf community but could also be a platform for hosting educational programs, youth initiatives, and community events that celebrate our shared values and heritage.

In conclusion, I wholeheartedly support the initiative to upgrade the Myles Kimmerly Disc Golf Course. This project will not only enhance our recreational offerings but also contribute to the overall growth and vitality of our community. I urge you to consider the profound impact this upgrade would have and to support the development of a facility that can inspire generations to

ome.

Thank you for your time and consideration.

Sincerely,

Tyler Swanson =20

Sent from my iPhone=

Hello,

I am writing this email to the Grand Traverse Band of Ottawa & Chippewa Indians. I would like to write in support of Aloft Disc Golf's project to upgrade and expand the disc golf course at Myles Kimmerly Park. Aloft has done tremendous things for the disc golf scene in our area. They are a top notch organization and there should be no doubt that they will do excellent work on a park I hold dear to my heart. Thank you for taking the time to read this message and considered moving forward with Alofts proposed project.

-Cameron Lange

**Tribal Council Allocation of 2% Funds  
May 2025  
Leelanau County Parks & Recreation Commission  
Disc Golf Upgrades and Putter/Beginner Course**

We are requesting funds to upgrade the disc golf course at Myles Kimmerly Park, established in 2003. This is one of the most popular courses in Northern Michigan. In 2023, UDisc (scorekeeping app) recorded over 2,100 rounds played on the course, and with an estimated 30% of players using the app, the true number of annual rounds is probably closer to 10,000. As the highest-rated course in Leelanau County, it attracts players from all over Michigan, providing a key recreational and economic benefit to the region.

The purpose of the funding is twofold: to upgrade the existing course and to create a new, beginner-friendly course. The current course's baskets and tee signs are outdated. Upgrading to modern baskets will enhance the playing experience, while new tee signs with accurate distances, pars, and maps will improve accessibility. Additionally, due to natural overgrowth and the proximity of a walking trail, two tee pads will need to be relocated to ensure both improved safety and optimal course flow.

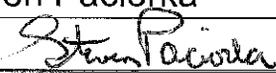
By upgrading the existing course, we can repurpose the old baskets to create a shorter, beginner-friendly course. This new course will be designed to help players of all ages—both youth and adults—learn basic disc golf skills in a more accessible and manageable environment. With the growing popularity of disc golf among families and new players, there is a clear demand for courses tailored to these groups. This initiative will provide healthy, year-round outdoor recreation, making disc golf accessible to players of all ages and abilities while positively impacting the local economy.

**Tribal Council Allocation of 2% Funds  
Application Form**

**PLEASE NOTE:**

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

**\*ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN  
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle:  JUNE – New submission date, Postmarked by MAY 31st  
 DECEMBER – New submission date, Postmarked by NOVEMBER 30th
2. Name of Applicant: Leelanau County Family Court  
Address: 8527 E. Government Center Dr., Suite 203  
Suttons Bay, MI 49682  
Phone #: 231-256-9803 Fax #: \_\_\_\_\_  
Printed Name: Judge Steven Paciorka  
• Authorized Signature:   
(Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)  
Title: Probate/Family Court Judge  
E-mail address: spaciorka@leelanau.gov  
Printed Name of contact person: Cameron Clark  
Telephone #: 231-256-9803 Fax #: \_\_\_\_\_  
E-mail address: cclark@leelanau.gov
3. Type of Applicant: \_\_\_\_\_ Local Government \_\_\_\_\_ **X** Local Court  
\_\_\_\_\_ Township \_\_\_\_\_ County Commissioner \_\_\_\_\_ Road Commission  
\_\_\_\_\_ Public School District \_\_\_\_\_ College \_\_\_\_\_ Charter School  
\_\_\_\_\_ Public Library \_\_\_\_\_ Sheriff/Police Department \_\_\_\_\_ Fire Department  
\_\_\_\_\_ 501c3 applying through local unit of government (name): \_\_\_\_\_

4. Fiscal Data: Amount Requested: \$ 18,000.00 Percent: 100 %  
 Local Leveraging: \$ \_\_\_\_\_ Percent: \_\_\_\_\_ %  
 (Match)  
 Total Budget: \$ \_\_\_\_\_ Percent: 100 %

5. Target Population numbers: X Children \_\_\_\_\_ Adults \_\_\_\_\_ Elders  
 \_\_\_\_\_ Total GTB member Community \_\_\_\_\_ Others  
 (Indicate the number of GTB members)

6. Counties Impacted: \_\_\_\_\_ Antrim \_\_\_\_\_ Benzie \_\_\_\_\_ Charlevoix  
 \_\_\_\_\_ Grand Traverse X Leelanau \_\_\_\_\_ Manistee

7. Brief Description (purpose of funding); include statement of need:  
Over 10 years ago, the Tribal Council provided this Court with 2% Grant monies in order to purchase bicycles and helmets for the Court's Youth Activity Program. Since that time, hundreds of at-risk youth have participated in the program. Those bikes and helmets are now well-used and in need of replacement. Also, because the Health Dept moved into the lower level of the Government Center recently, we have lost our storage area for these bikes. We are requesting funding for 11 new bicycles, 11 new helmets, an enclosed trailer for transporting and year-round storage of the bikes, and a mounting kit for the trailer to keep the bikes suspended and secure while being transported and stored.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

**Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.**

(b) Recommendation from Parent Committee:  YES  NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds?  YES  NO

If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project?

Start June 2025 Completion Ongoing

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES  NO. If yes, please list the start and end dates and amount:

Spring 2014 - \_\_\_\_\_ and amounts: \$5,000.00

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

11. Is the proposed project new X or a continuation project \_\_\_\_\_?

If this is a continuation project, please explain why there is a need to continue funding:

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

12. If the previous project has been completed, did you submit your 2% report?  YES  NO.  
**The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).  
 \_\_\_\_\_  
 \_\_\_\_\_
14. How will the success of the project be assessed (evaluation plan)? The impact of this funding is directly correlated to the number of at-risk youth who participate and do not get further involved in the formal Court process.
15. If new staff is required, will preference be given to Native American applicants?  
 YES  NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
  - **If for June cycle, postmarked by May 31st.**
  - **If for December cycle, postmarked by November 30th.**

Mail completed 2% applications to:

Attention: 2% Program  
 Grand Traverse Band of Ottawa and Chippewa Indians  
 2605 N.W. Bay Shore Drive  
 Peshawbestown, MI 49682

If you have any questions, please call 231-534-7601.

Bike Trailer / Bikes / Equipment

Bikes – Kona Lavadome or Similar

11 bikes varying in size SM – XL \$699 per bike and \$100 assembly = \$8789

<https://www.konaworld.com/collections/lava-dome>

Helmets – MIPS II adult helmet

11 at \$70 = \$770

<https://www.einsteincycles.com/product/giro-fixture-mips-ii-helmet-647997-1.htm>

Enclosed trailer – Michigan Trailers 6x14 cargo trailer

2025 Quake Trailer - \$5950

<https://www.michigantrailers.com/2025-formula-trailers-6x14-5k-quake-cargo-enclosed-trailer-aN2r%7Cu3d.html>

Bike Mounting kit for Trailer

UP Bike DIY 12 bike mounting kit - \$2247 + \$168 shipping/delivery cost = \$2415

<https://up.bike/diy-12-deluxe-bicycle-trailer-package-12-bike/>

Total: \$17924



4. Fiscal Data: Amount Requested: \$5,000 Percent: 2%  
 Local Leveraging: \$258,104 Percent: 98%  
 (Match)

Total Budget: \$288,104 Percent: 100%

5. Target Population: Children X Adults X Elders X  
 (Indicate the Number of GTB members) Total GTB Member Community X Other \_\_\_\_\_  
X Antrim X Benzie X Charlevoix  
X Grand Traverse X Leelanau X Manistee

6. Brief Description (purpose of funding); include statement of need:

Child & Family Services' (CFS') Safe Haven program provides supervised visits and safe child exchanges for families experiencing domestic violence (including scheduling of exchanges) so that parents have no contact with each other, thus avoiding potential violent encounters. Supervision for parental visits is also provided at Safe Haven. This allows children to maintain contact with the parent who caused harm in safe and supervised conditions, building healthy relationships with both parents. CFS is always hopeful that parents who have supervised visits can grow and change and work towards positive outcomes.

Safe Haven is a warm and positive environment that also provides communication services between parents for child exchanges, reducing the opportunity for conflict or violence; educational resources; and connections with other services from which clients may benefit. Our goal at Safe Haven is to remove stress from parents so that they can focus their energy on building and maintaining positive and healthy relationships with their children. The Native American families that the Safe Haven program worked with over this past year showed great progress.

Research has taught us that when children witness domestic violence, it can permanently alter their brains, causing anxiety, depression, and low self-esteem; difficulty sleeping, making friends, and concentrating in school; and cause higher rates of juvenile school drop-out, substance abuse, pregnancy, and crime. Safe Haven creates staggered arrival times, separate entrances, communication services between parents, and visit supervision. This prevents children from suffering from witnessing or being a part of extreme conflicts or domestic violence.

By the end of FY2024, Safe Haven had provided more than 42,300 visits and exchanges, serving over 2,800 children and families over its 21-year history. In FY24, 945 visits and 649 exchanges took place, serving a total of 120 families (240 adults). The 5 Leelanau County families served made up 4% of the total families served (though we are requesting just 2% of our overall budget). Three of those Leelanau County clients are Native Americans.

One father was especially impulsive, angry, and untrusting. As staff got to know him and work with him, he began to be able to model calm behavior during visits with his children. When he became a dad to a new baby while in the Safe Haven program, staff was able to help him get diapers and wipes and fill other needs for the new baby. He even thanked staff multiple times for their kindness and compassion.

The staff also reached out to the mom, who seemed very depressed. They did phone check-ins with her after hours, and tried to help her arrange transportation to Safe Haven. They brainstormed how best to make things work for this family, and to identify resources to connect the family with. A true gift that Safe Haven gave this family was security for Mom.



**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project:

(d) Does the school receive Title VII Indian Education Funds? YES NO

If yes, how much: \_\_\_\_\_

8. What are the start and completion dates of the proposed project?

Start: July 1, 2025Completion: June 30, 2026

9. Has applicant received prior awards through the Tribe's 2% funding allocation?

	<u>X</u> YES	NO	If yes, please list the start and end dates and amount:
<u>7/1/24-6/30/25</u>	<u>\$30,000</u>		<u>Safe Haven, Grand Traverse County</u>
<u>4/8/24-10/31/24</u>	<u>\$5,000</u>		<u>Safe Haven, Leelanau County</u>
<u>2/23/24-2/22/25</u>	<u>\$10,000</u>		<u>YouthWork</u>
<u>6/28/23-5/31/24</u>	<u>\$16,000</u>		<u>YouthWork (Bingham Twp)</u>
<u>7/28/23-4/15/24</u>	<u>\$30,000</u>		<u>Safe Haven, Grand Traverse County</u>
<u>8/21/23-7/31/24</u>	<u>\$10,000</u>		<u>YouthWork</u>
<u>2/27/23-9/30/23</u>	<u>\$5,000</u>		<u>Safe Haven, Leelanau County</u>
<u>9/1/22-11/30/22</u>	<u>\$5,000</u>		<u>Safe Haven, Leelanau County</u>
<u>9/1/22-11/30/22</u>	<u>\$12,466.11</u>		<u>Safe Haven, Grand Traverse County</u>
<u>7/27/21-11/30/22</u>	<u>\$12,500</u>		<u>Safe Haven, Grand Traverse County</u>
<u>7/1/21-11/30/21</u>	<u>\$5,000</u>		<u>Safe Haven, Leelanau County</u>
<u>5/31/21-11/30/21</u>	<u>\$36,000</u>		<u>YouthWork (Bingham Twp, Forest Area Schools, Leelanau Twp, TBAISD)</u>
<u>7/1/21-9/30/21</u>	<u>\$12,500</u>		<u>Safe Haven, Grand Traverse County</u>
<u>2/21/20-11/30/20</u>	<u>\$20,000</u>		<u>YouthWork programs</u>
<u>4/8/20 - 11/20/20</u>	<u>\$34,850.00</u>		<u>Safe Haven</u>

Other grants stretch from 2019 to 2004; please let us know if you want a complete list.

10. Is the proposed project new \_\_\_\_\_ or a continuation project X \_\_\_\_\_?

If this is a continuation project, please explain why there is a need to continue funding:

The Grand Traverse Band provides a critical piece of the funding for Safe Haven. Our base VOCA grant for Safe Haven was cut by \$100,000 per year while expansion of services were required. It is a long-term program providing long-term benefits to clients. It needs ongoing funding.

11. If the previous project has been completed, did you submit your 2% report? X YES \_\_\_\_\_ The

**2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**

12. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).

Gaming is an activity that definitely generates positive economic activity for the community, providing well-paying jobs with benefits and attracts people who spend money at our local businesses. It inspires people to move to our region for jobs in the industry. Sadly, domestic violence occurs regardless of income, employment, or other factors. As more people that come to northern Michigan to live and work, the more our area will experience domestic violence. Parents employed within the local gaming industry experience domestic violence, separation, and divorce just like families not working in

the gaming industry. Therefore, the local presence of casinos in Grand Traverse, Leelanau, and Manistee Counties increases the number of children and families in our region that need/will need Safe Haven services, due to people moving to the region to work at these casinos.

Gaming also increases tourism and economic activity, which contributes significantly to the steady population increase we have experienced over the past decade. People come north to experience our region's natural beauty, farms, casinos, restaurants, and recreation. People see what a wonderful area it is and move here. Again, an increase in population causes an increase in the need for Safe Haven services.

Participating in gaming can become an addiction for some individuals, with behavior that is difficult to control. Pathological complications of gambling addiction may include drug and alcohol use; financial, social and legal problems; and even suicide attempts (*National Institutes of Health*). There can be increased family stress, arguments, and domestic violence resulting in separation and/or divorce. These can all negatively impact children and child-parent relationships. Safe Haven supervised visits and safe exchanges can provide a safe setting for victims and their children. Safe Haven also provides referrals to community services when needed.

13. How will the success of the project be assessed (evaluation plan)?

In 2024 client surveys, Safe Haven clients said, "They have done everything to make me comfortable and do not make me feel judged or the bad guy." And, "They make my son feel safe and heard, as well as for me." Also, "Staff, you are amazing, and I know you are doing everything in your power to help families."

Additionally, evaluation of the Safe Haven program occurs bi-annually with comprehensive written data on services delivered, staffing, staff training and development, program activities, policies and planning, numbers served, demographics, and other information. Case documentation is reviewed and results are compiled, documenting the number of adults who have exhibited increased parenting and communications knowledge and skills, and the number of children with decreased stress and healthy interactions with both parents.

14. If new staff is required, will preference be given to Native American applicants?

X YES                      NO

15. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII

Program.

- 4) Submit by appropriate deadline:
- 5)

 **If for June cycle, postmarked by May 31st.**

 **If for December cycle, postmarked by November 30th.**

**Child and Family Services  
Budget by month**

As of Date: 09/30/2025  
Program: Safe Haven

	10/01/2024	11/01/2024	12/31/2024	01/01/2025	02/01/2025	03/01/2025	04/01/2025	05/01/2025	06/01/2025	07/01/2025	08/01/2025	09/30/2025	Year Ending 09/30/2025
	Agency Budget	Agency Budget											
<b>Operating Revenue</b>													
Grant Revenues	\$ 24,941	\$ 24,246	\$ 24,415	\$ 24,282	\$ 26,500	\$ 25,500	\$ 25,666	\$ 31,419	\$ 25,146	\$ 24,501	\$ 24,357	\$ (30,385)	\$ 250,000
Contributors	\$ 19	\$ 225	\$ 567	\$ 0	\$ 0	\$ 0	\$ 0	\$ 4,598	\$ 1,955	\$ 27,000	\$ 2,610	\$ 1,143	\$ 33,104
<b>Total Operating Revenue</b>	<b>\$ 24,960</b>	<b>\$ 24,471</b>	<b>\$ 24,982</b>	<b>\$ 24,282</b>	<b>\$ 26,500</b>	<b>\$ 25,500</b>	<b>\$ 25,666</b>	<b>\$ 36,015</b>	<b>\$ 27,101</b>	<b>\$ 51,501</b>	<b>\$ 26,967</b>	<b>\$ (29,242)</b>	<b>\$ 289,104</b>
<b>Expenditures</b>													
Direct													
Special Needs Expenses	0	259	0	0	0	259	0	0	257	0	1,284	0	2,059
Total Direct	\$ 0	\$ 259	\$ 0	\$ 0	\$ 0	\$ 259	\$ 0	\$ 0	\$ 257	\$ 0	\$ 1,284	\$ 0	\$ 2,059
Personnel	\$ 20,675	\$ 20,675	\$ 20,800	\$ 20,912	\$ 22,730	\$ 21,941	\$ 21,842	\$ 21,842	\$ 20,685	\$ 20,685	\$ 20,685	\$ (30,695)	\$ 254,065
Occupancy	\$ 622	\$ 621	\$ 621	\$ 621	\$ 621	\$ 622	\$ 621	\$ 622	\$ 622	\$ 622	\$ 621	\$ 622	\$ 6,259
Professional Fees	\$ 66	\$ 67	\$ 197	\$ 73	\$ 67	\$ 237	\$ 67	\$ 65	\$ 989	\$ 79	\$ 79	\$ 1,226	\$ 2,910
General and Administrative Expenses													
Conferences, Conventions, and Meetings	\$ 0	\$ 0	\$ 583	\$ 0	\$ 0	\$ 354	\$ 0	\$ 0	\$ 0	\$ 0	\$ 242	\$ 0	\$ 1,177
Depreciation	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 941	\$ 342
Due and Subscriptions	\$ 157	\$ 99	\$ 120	\$ 470	\$ 194	\$ 88	\$ 337	\$ 3,707	\$ 98	\$ 371	\$ 97	\$ 104	\$ 5,785
Equipment Rental	\$ 0	\$ 17	\$ 0	\$ 0	\$ 17	\$ 0	\$ 0	\$ 0	\$ (20)	\$ 0	\$ 20	\$ 0	\$ 34
Insurance	\$ 314	\$ 313	\$ 314	\$ 0	\$ 313	\$ 289	\$ 270	\$ 270	\$ 324	\$ 325	\$ 325	\$ 1,057	\$ 4,082
Miscellaneous Expense	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 26	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1	\$ 27
Office Supplies	\$ 174	\$ 146	\$ 160	\$ 161	\$ 163	\$ 91	\$ 154	\$ 2,039	\$ 305	\$ 105	\$ 235	\$ 644	\$ 4,437
Other Expenses	\$ 518	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 338	\$ 0	\$ 0	\$ 0	\$ 0	\$ 655
Printing and Publications	\$ 15	\$ 10	\$ 0	\$ 11	\$ 60	\$ 13	\$ 12	\$ 12	\$ 0	\$ 0	\$ 16	\$ 12	\$ 162
Postage and Delivery	\$ 72	\$ 0	\$ 24	\$ 75	\$ 48	\$ 75	\$ 89	\$ 0	\$ 89	\$ 0	\$ 3	\$ 29	\$ 445
Repairs and Maintenance	\$ 188	\$ 163	\$ 389	\$ 216	\$ 334	\$ 235	\$ 142	\$ 230	\$ 1,732	\$ 324	\$ 326	\$ 943	\$ 4,616
Telecommunication	\$ 204	\$ 303	\$ 179	\$ 249	\$ 182	\$ 200	\$ 218	\$ 250	\$ 234	\$ 270	\$ 235	\$ 239	\$ 2,731
Travel Expenses	\$ 0	\$ 0	\$ (66)	\$ 0	\$ 537	\$ 11	\$ 0	\$ 1,512	\$ 16	\$ 0	\$ 0	\$ 0	\$ 2,008
Utilities	\$ 55	\$ 53	\$ 61	\$ 60	\$ 73	\$ 76	\$ 78	\$ 103	\$ 70	\$ 85	\$ 89	\$ 81	\$ 977
Total General and Administrative Expenses	\$ 1,698	\$ 1,114	\$ 1,774	\$ 1,262	\$ 1,961	\$ 1,498	\$ 1,238	\$ 6,524	\$ 2,908	\$ 1,480	\$ 1,618	\$ 2,851	\$ 27,628
<b>Total Expenditures</b>	<b>\$ 22,993</b>	<b>\$ 22,636</b>	<b>\$ 23,292</b>	<b>\$ 22,774</b>	<b>\$ 25,179</b>	<b>\$ 24,327</b>	<b>\$ 23,869</b>	<b>\$ 30,954</b>	<b>\$ 25,071</b>	<b>\$ 22,775</b>	<b>\$ 24,197</b>	<b>\$ 25,294</b>	<b>\$ 293,151</b>
<b>Change In Net Assets</b>	<b>\$ 1,377</b>	<b>\$ 1,835</b>	<b>\$ 1,690</b>	<b>\$ 1,508</b>	<b>\$ 1,321</b>	<b>\$ 1,203</b>	<b>\$ 1,989</b>	<b>\$ 5,051</b>	<b>\$ 2,030</b>	<b>\$ 28,725</b>	<b>\$ 2,770</b>	<b>\$ (54,546)</b>	<b>\$ (6,047)</b>

**Mail completed 2% applications to:  
Attention: 2% Program  
Grand Traverse Band of Ottawa and Chippewa Indians  
2605 N.W. Bay Shore Drive  
Peshawbestown, MI 49682  
If you have any questions, please call 231-534-7601.**

"You saved my life. I'm not kidding, you were the only ones who listened to me."

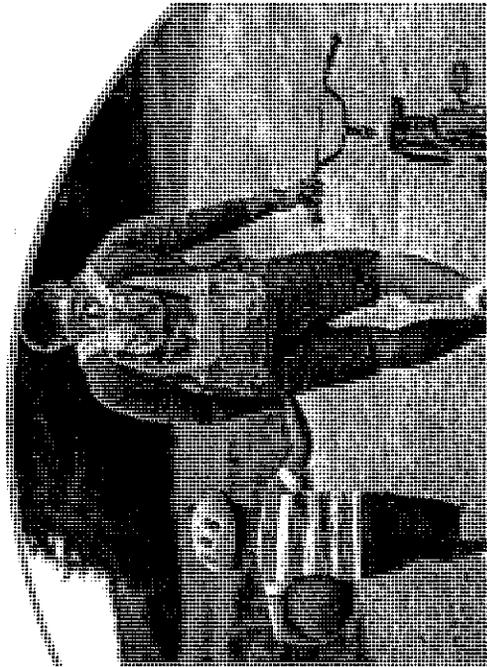
-Ben, age 15



## Supporting kids and parents

When problems between parents escalate into confrontations and violence that children may witness, the effect can be devastating, with long term impacts on the child. In families that have experienced domestic violence, sexual assault, stalking, or child abuse and neglect, children can suffer emotional and physical harm when they have unsupervised contact with the offending parent, or when they witness conflict occurring between their parents.

CFS' Safe Haven program promotes the safety, dignity, and security of all family members. Staggered arrival times, separate entrances, and other safety measures assure the physical and emotional well-being of children and adults, in a space where children can build safe, positive relationships with both of their parents.



Commitment to excellence

Our child welfare, counseling, and shelter programs are accredited by CARF International, assuring the more than 2,500 businesses, individuals, and organizations who contributed to our work last year of our commitment to clinical, administrative, and fiscal excellence.

Candid has awarded CFS the highest level of organizational transparency, showing our commitment to integrity and accountability.



**Main Office  
Safe Haven TC**  
3785 Veterans Drive  
Traverse City, MI 49684  
231-946-8975 ex 1013  
231-946-0451 (fax)

**Harbor Springs  
Safe Haven North**  
3434 M-119, Suite F  
Harbor Springs, MI 49740  
(231) 489-8165  
231-347-8823 (fax)

## FIND US

[cfsnwmj.org](http://cfsnwmj.org)

email: [cfs@cfs3L.org](mailto:cfs@cfs3L.org)



@cfsnwmj

The "Safe Haven North" project was supported by Grant No. 15J0WV-23-GG-00331-JFFX awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice."

CFS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by CFS will be free from all forms of harassment.

Translation services available upon request.

7/24

# Safe Haven

## Supervised Visitation and Safe Child Exchange



**Child & Family Services**  
of Northwestern Michigan

243

## Why do families use Safe Haven?

Families come to Safe Haven for many different reasons. The goal of Safe Haven is to protect the physical and emotional well-being of children and parents. At Safe Haven, parents never see or interact with each other. All scheduling of visits and exchanges is done through Safe Haven staff, easing the stress on parents, and on kids who can often get caught in the middle. Supervised visits and child exchanges occur in a space that protects physical and emotional safety, while also being comfortable and inviting, to help parents develop and maintain healthy relationships with their children.



Safe Haven helped us survive the breakup of our family and gave us shelter and strength.

—Debra, Safe Haven client

## How do I use Safe Haven?

Families may contact Safe Haven directly or be referred by the courts, an attorney, a counselor, or MDHHS. Please contact Safe Haven directly to ask questions about the program or to schedule an intake. Safe Haven will initiate contact with you within 2-3 days after a referral or court order is received (there may be a delay between when a verbal order is made in court vs. when the written court order is received at Safe Haven.)

*Services to families who have experienced domestic violence, stalking and/or sexual assault are provided free of charge. Safe Haven receives some grant funding and donations to subsidize the costs of services offered.*

\*Fees for services, if any, are determined at your orientation and are based on grant eligibility, family income, and family size.

## What families can expect.

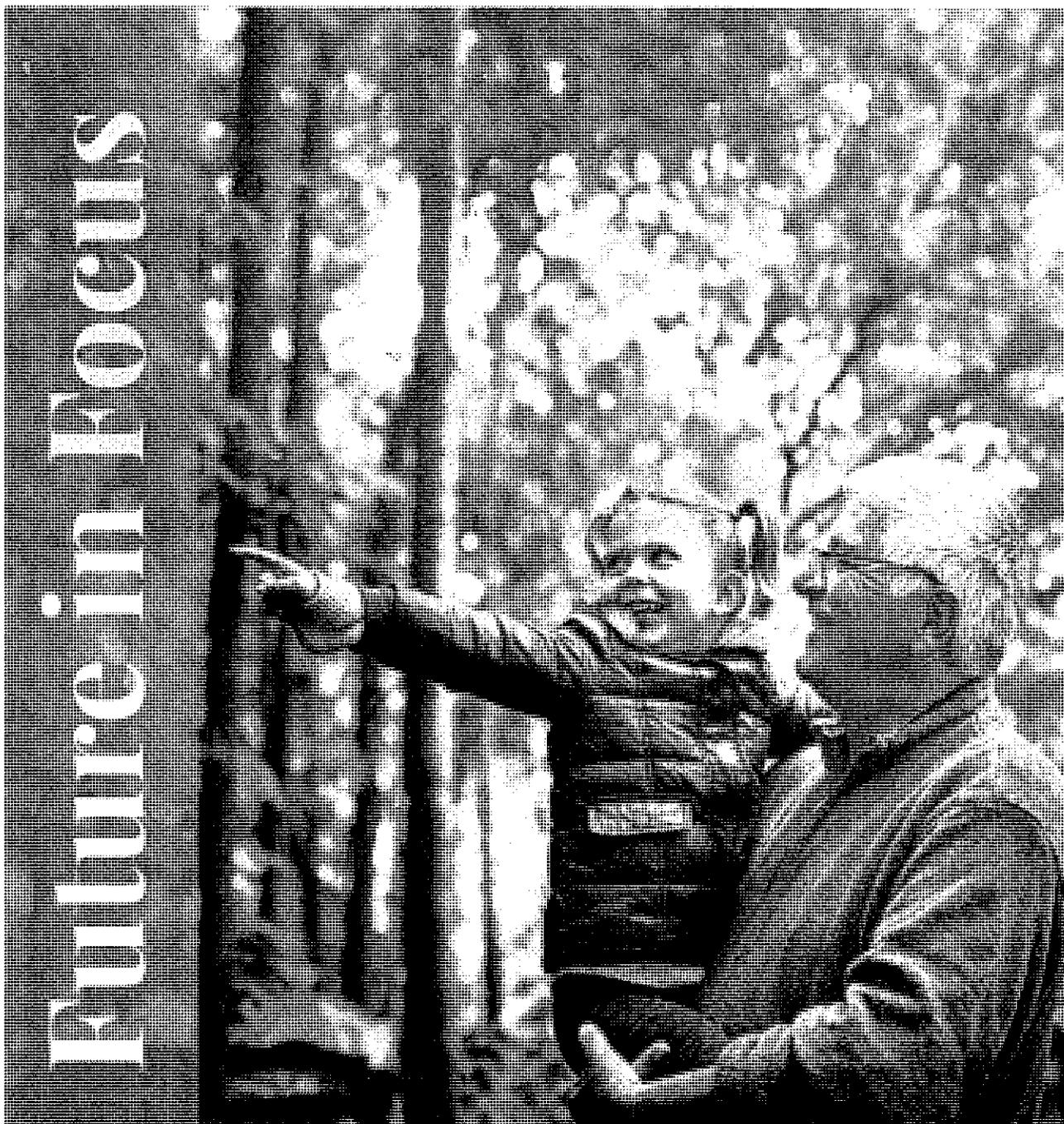
Each parent completes a separate, one hour orientation so you know exactly what to expect before your first visit or exchange. Separate, age-appropriate orientations are also recommended for children to ease any fears. Safe Haven staff work with parents separately to determine a schedule for supervised visitations or safe exchanges that complies with court orders and meets center availability. All visits and exchanges take place at Child and Family Services.

To learn more about Safe Haven, call 231-946-8975 x1013 (TC Site) / (231) 489-8165 (SH North) or visit [cfsnwmj.org/safe-haven](http://cfsnwmj.org/safe-haven)

## Our mission

To support the safety and well-being of those we serve in times of crisis, challenge, and life transition.





**2024 IMPACT REPORT**  
Together, we're making a difference.



## *Future in Focus:* Hope, Resilience, and Transformation

A mother learns to parent her young son safely and appropriately, resulting in their reunification after foster care. Post-incarceration, a dad's visits with his children result in a renewed relationship with them and a new future. A youth with previously limited skills works hard to get his dream job.

As I reflect on the success stories at Child and Family Services of Northwestern Michigan (CFS) this past year, we are reminded that our strength lies in each of our clients—and the unwavering support of our community. The theme *Future in Focus* encapsulates not only our vision for tomorrow but also the vital role each of you—our donors, partners, and volunteers—plays in shaping that future.

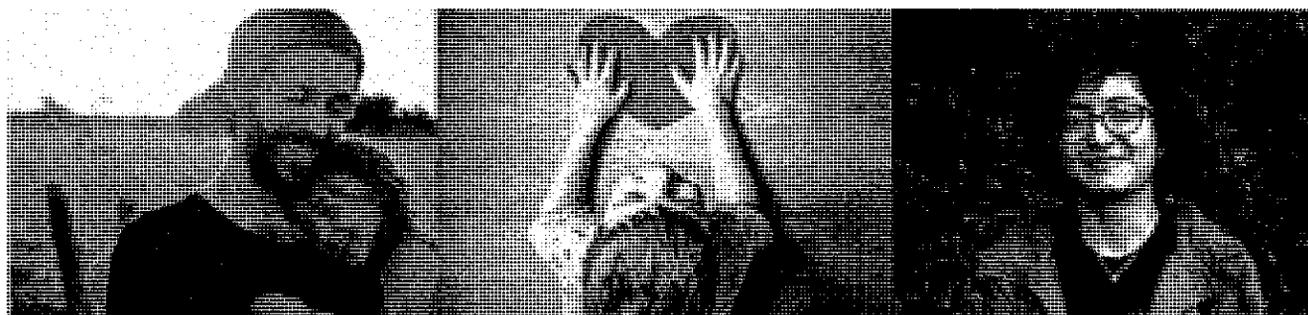
The challenges children and families face reflect those in our larger society—abuse, neglect, mental health and substance use issues, poverty, lack of access to health care, housing, and other necessities. But with your generosity, we will continue to walk alongside people learning to heal and grow.

Planned giving offers a way to ensure that this vital work continues for generations to come—a legacy of care and compassion. With your ongoing commitment, we will keep the future in focus and continue building a brighter tomorrow for those who rely on us.

Thank you for being an integral part of this journey.



Gina Aranki, Executive Director



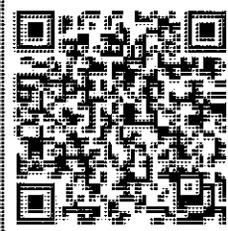
**“Your legacy  
is every life  
you have  
touched.”**

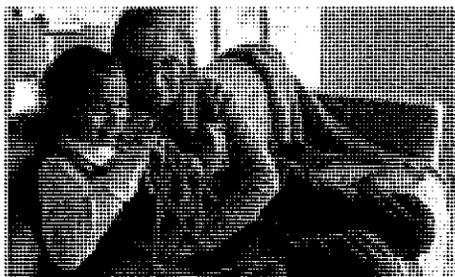
*- Maya Angelou*



## Client TESTIMONIAL

The people you have helped  
are the people you have touched.  
We are proud to be a part of  
your life and to help you  
achieve your goals. We are  
committed to your success  
and to your well-being. We  
are here for you every step  
of the way.





# Our MISSION

To support the safety and well-being of those we serve in times of crisis, challenge, and life transition.

## 2024 because of your support

 <p><b>116</b> kids in safe, loving foster homes</p> <p><b>34</b> adoptions</p> <p><b>23</b> natural parents participated in FamilyTime Coaching</p>	<p><b>1</b> counseling sessions</p> <p><b>340</b> for children</p>	<p><b>8</b> youth served at Next Level ILP</p> <p>Full community</p>
<p>Safe Haven North opened its doors in Harbor Space</p>	<p><b>40</b> Wraparound families strengthened</p>	<p><b>223</b> hours of service</p> <p><b>89</b> YouthWork members</p>
<p><b>1,478</b> Safe Haven visits &amp; exchanges</p>	<p><b>332</b> youth services</p> <p><b>250</b> crisis hotline hours</p>	<p><b>31,150</b> community service hours</p> <p>YouthWork found its forever home on Cedar Run</p> 

As we shift our focus toward 2025, we eagerly anticipate the impact we will create.

The impact of our community's generosity is something that lasts far beyond the moment. Whether it's funding a week at summer camp, equine-assisted therapy, or a dance class, these experiences stay with children in foster care for a lifetime. Your support doesn't just make a difference today—it creates lasting memories and opportunities that shape their future. **It's a ripple effect of kindness that keeps going.**

—April Sutter, Director of Child Welfare

At Child and Family Services, we support hundreds of children, youth, adults, and families every day.

Your gift provides hope and healing.

To learn more about legacy gifting, non-cash gifts (stocks and QCDs), and sponsorships, please visit [cfsnwmi.org](http://cfsnwmi.org)

Thank you for supporting our work through your time and generous donations.

We appreciate you!

**YES! I would like to help** children, youth, adults, and families in northern Michigan by making a gift of:

- |                                      |   |
|--------------------------------------|---|
| <input type="checkbox"/> \$10,000    | <input type="checkbox"/> Volunteering. Please call me.                          |
| <input type="checkbox"/> \$5,000     | <input type="checkbox"/> Considering a legacy gift. Please call me to discuss.  |
| <input type="checkbox"/> \$2,500     | <input type="checkbox"/> Please do not publish my/our name(s) as a contributor. |
| <input type="checkbox"/> \$1,000     |   |
| <input type="checkbox"/> \$300       |   |
| <input type="checkbox"/> \$100       |   |
| <input type="checkbox"/> \$50        |   |
| <input type="checkbox"/> Other _____ |   |

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

E-mail \_\_\_\_\_

Please charge my:

- Visa  Mastercard  Discover  American Express

Card # \_\_\_\_\_

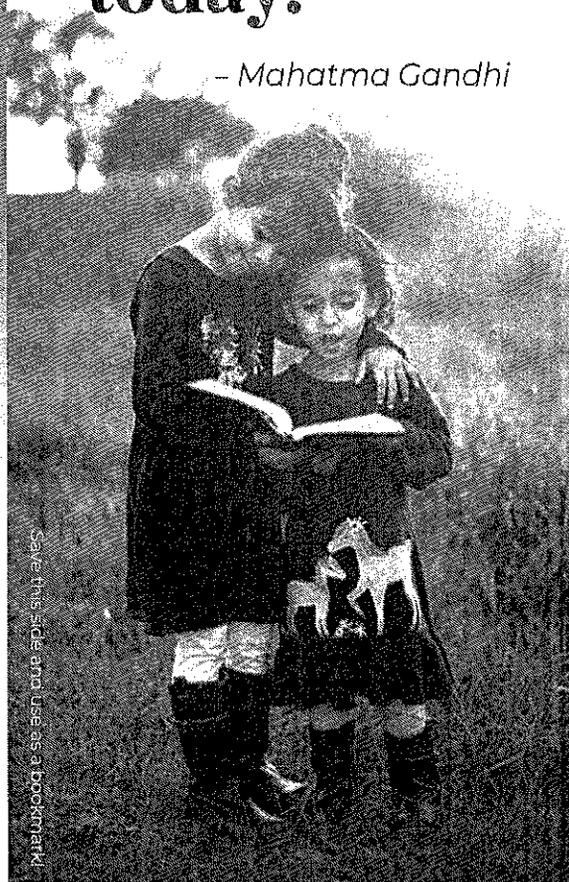
CV Code \_\_\_\_\_ Exp. Date \_\_\_\_\_ / \_\_\_\_\_  
(3 digit code on back of card)

Signature \_\_\_\_\_

Mail to:  
Child and Family Services, 3785 Veterans Drive, Traverse City, MI 49684  
or scan QR code on right.

**“The future depends on what you do today.”**

– Mahatma Gandhi



Save this side and use as a bookmark!

**Connect WITH US**

  [cfsnwmi.org](http://cfsnwmi.org)



**Child & Family Services**  
of Northwestern Michigan

Scan to hear more CFS success stories and to donate!

## Child & Family Services



of Northwestern Michigan

3785 Veterans Drive  
Traverse City, MI 49684

A special thank you  
to our sponsor:

**Golden-Fowler**  
HOME FURNISHINGS

### Ways to Make A BIGGER IMPACT

As a nonprofit serving the community, we understand the importance of maximizing your impact. In addition to the ways you can make your giving count, we offer a variety of tax-efficient options. Gifts are a great way to bring us closer to achieving our mission.

#### **Stock Gifts:**

Donate appreciated stocks directly to CFS. Avoid capital gains taxes while claiming a charitable deduction for the full market value of the stock, maximizing the impact of your gift.

#### **Donor Advised Funds:**

Contribute to CFS through a Donor Advised Fund (DAF), a simple, flexible way to support charity. Set aside money for charitable giving and receive an immediate tax deduction at the time of the donation.

#### **Qualified Charitable Distributions:**

If you are 70½ years old or older, donate directly to CFS from your IRA through a Qualified Charitable Distribution (QCD). This donation will not be counted as taxable income and can help lower your overall taxable income for the year.

Please contact your financial advisor to determine which giving option is right for you.