

**MINUTES for the REGULAR MEETING of the  
KALKASKA COUNTY BOARD OF ROAD COMMISSIONERS  
Held on Wednesday, October 10, 2018 AT 9:00 A.M. at the office located at  
1049 Island Lake Road, Kalkaska, Michigan 49646**

**1. PLEDGE OF ALLEGIANCE**

Meeting called to order by the Chair at 9:00a.m.

**2. ROLL CALL**

Upon roll call, the following Commissioners responded:

Allen, Present  
Corrado, Present  
Walter, Present  
Cox, Present  
Gill, Present

In addition, the following staff members were present: John Rogers, Manager; Jerry Heim, Finance Director; Rebecca Hilmert, Clerk

**3. ADDITIONS TO AGENDA**

**4. APPROVAL OF AGENDA**

**Motion by Walter to approve Agenda, seconded by Allen. Five ayes, no nays. Motion carried.**

**5. CONFLICT OF INTEREST**

**Conflict of Interest Roll Call: Allen, no; Corrado, no; Walter, no; Cox, no; Gill, no.**

**6. CONSENT CALENDAR**

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

If an item is not removed from the Consent Calendar, the action noted in parentheses on the Agenda is approved by a single Commission action adopting the Consent Calendar. The Manager recommends the following items be adopted:

- a. **Minutes:** The Board approves the Regular Meeting minutes, dated September 12, 2018.
- b. **Payroll:** The Board approves Payroll #19 (\$54,366.27) and Payroll #20 (\$45,085.71), respectively.

- c. **Accounts Payable:** The Board approves Accounts Payable Disbursements (10/10/2018) in the amount of \$157,145.41 and the Check Register for the period of September 1, 2018 to September 30, 2018.

**Motion by Cox to approve the items on the Consent Calendar, seconded by Corrado. Roll call vote: Cox, yes; Corrado, yes; Walter, yes; Allen, yes; Gill, yes. Five ayes, no nays. Motion carried.**

**7. PUBLIC COMMENT**

**8. TOWNSHIP REPRESENTATIVES**

- a. Dick Mallot, Coldsprings Township, has questions regarding stump removal on Rita and Woodland Drive. The manager's answer was as we have time.
- b. Blair Shearer, Blue Lake Township, had questions regarding crack sealing township roads and the price of Afton Stone.
- c. Chuck Ardingo, Rapid River Township, inquired about floating roads in Rapid River Township. They're getting washed out.
- d. Norm Groner, Excelsior Township, inquired about State Road and if there is a possibility for collaboration with the Oil & Gas industry for repairs.

**9. FINANCE REPORT/BUDGETS**

- a. Finance Reports/Cash Flow Summaries
- b. Waivers for unfunded pension and OPEB liabilities
- c. Defined Benefit plans
  - i. **MOTION by Allen to freeze the Hybrid plan for divisions HA and HB and offer conversion to a new Defined Contribution plan, seconded by Walter. Roll Call. Allen, yes; Walter, yes; Corrado, yes; Cox, yes; Gill, yes. Five ayes, no nays. Motion carried.**
- d. Crack Seal roads
- e. East Bear Lake Road right of way
- f. Dundas Road crossing

**10. APPOINTMENTS (1 hr. TOTAL)**

**11. OLD BUSINESS/UNFINISHED BUSINESS**

**12. NEW BUSINESS**

- a. Resolution #2018-01 Senate Bill 396 Opposition

- i. **MOTION by Cox to adopt Resolution #2018-01 opposing Senate Bill 396 and to forward adopted resolution to every Senator in the Michigan State Senate. Also, to forward resolution to every township asking them to adopt it and forward it to their Senator, House Representative and Michigan Township Association, seconded by Walter. Discussion. Roll call vote: Cox, yes; Walter, yes; Allen, yes; Corrado, yes; Gill, yes. Five ayes, no nays. Motion carried.**
- b. Resolution #2018-02 MERS Defined Benefit Contribution Plan Adoption Agreement
  - i. **MOTION by Corrado to adopt Resolution #2018-02 MERS Defined Benefit Contribution Adoption Agreement, seconded by Cox. Roll Call. Corrado, yes; Cox, yes; Allen, yes; Walter, yes; Gill, yes. Five ayes, no nays. Motion carried.**
- c. Resolution #2018-03 MERS Uniform 457 Supplemental Retirement Program Agreement
  - i. **MOTION by Corrado to adopt Resolution #2018-03 MERS Uniform 457 Supplemental Retirement Program Agreement, seconded by Cox. Roll Call. Corrado, yes; Cox, yes; Allen, yes; Walter, yes; Gill, yes. Five ayes, no nays. Motion carried.**

### **13. CORRESPONDENCE AND REPORTS**

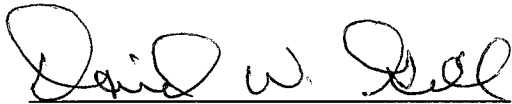
- a. Manager's Report
  - i. Mr. Walter would like a "Thank you" sent to the provider of the Local Safety Initiative report for 2018. Mr. Walter also discussed the intersection of US-131 and Supply Road and shoulder maintenance.
- b. Policy Committee Report
  - i. **MOTION by Cox to agree to the Regional Wetland Bank Participation and Reimbursement Agreement with Grand Traverse County Road Commission and authorize the chairman to sign the agreement, seconded by Corrado. Discussion. Roll call. Cox, yes; Corrado, yes; Allen, yes; Walter, no; Gill, yes. Four ayes, One nay. Motion carried.**
- c. Personnel Committee Report
- d. Safety Committee Report
- e. Chairman's Report
- f. Misc. Correspondence

### **14. MISCELLANEOUS, PUBLIC COMMENT & OTHER**

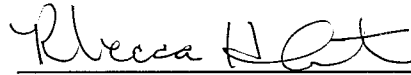
- a. Blair Shearer, Blue Lake Township, thanked the board for providing Resolution #2018-01 opposing Senate Bill 396 to the townships for adoption.
- b. Norm Groner, Excelsior Township, requested information regarding a mailing list for Resolution #2018-01 opposing Senate Bill 396.

**15. ADJOURNMENT**

**Motion by Walter to adjourn meeting at 10:50 a.m., seconded by Allen. Five ayes, no nays. Motion carried.**



David W. Gill, Chair



Rebecca Hilmert, Clerk

## RESOLUTION #2018-01

KALKASKA COUNTY ROAD COMMISSION  
SENATE BILL 396 OPPOSITION

WHEREAS, Roads are the backbone to the social, cultural and economic stability of Kalkaska County and the State of Michigan; and

WHEREAS, Senate Bill (SB) 396 (S-5) passed and reported out of the Senate Transportation Committee on September 6, 2018 allows exemptions from seasonal weight restrictions (aka "frost laws") to the forest product industry during the spring thaw when roads are the most vulnerable to damage from heavy loads; and

WHEREAS, It is a fact in Kalkaska County and throughout the northern states that roads become soft in the spring and applying unrestricted 164,000-pound truck loading on soft roads, is fool hardiness that defies common sense and a law allowing such nonsense is poor public policy; and

WHEREAS, SB-396 also grants exemptions to the forest industry that will allow the hauling of forest products and transport of equipment on the public road system without obtaining proper permits from road authorities at all times of the year; and

WHEREAS, the provisions from SB 396 will result in damage to the public road system; and

WHEREAS, the provisions of SB 396 will negatively impact the traveling public accessing the road system, resulting in burdening road authorities with expensive reactive maintenance repairs and significantly increased taxpayer costs to maintain the public road system; and

WHEREAS, the provisions in SB 396 and subsequent impacts to the local road system will negatively impact the health, safety and welfare of Kalkaska County residents and the traveling public; and

WHEREAS, the Kalkaska County Road Commission and the other road commissions throughout the State of Michigan work closely with the logging industry to keep the economic vitality of the County and the State of Michigan moving by continuously monitoring road conditions and permitting the logging industry to move equipment and material on roads when the roads can structurally support such loading without negatively impacting the road system and traveling public;

THEREFORE, BE IT RESOLVED, that the Kalkaska County Road Commission hereby strongly opposes SB 396; and

BE IT FURTHER RESOLVED, that a vote hereon be taken by aye and nay and spread at large on the minutes of the Board.



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David W. Gill, Chairman  
Kalkaska County Road Commission

# Resolution Adopting the MERS Defined Contribution Plan



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

**WHEREAS**, the participating entity desires to adopt the MERS Defined Contribution Plan for its designated employees;

**WHEREAS**, the participating entity has furnished MERS with required data regarding each eligible employee and retiree;

**WHEREAS**, as a condition of MERS membership, and pursuant to the MERS Retirement Board's power as plan administrator and trustee under Plan Document Section 71 and MCL 38.1536, as each may be amended, it is appropriate and necessary to enter into a binding agreement providing for the administration of the Defined Contribution Plan, the reporting of wages, and the payment of the required contributions of a participating entity and withholding of employee contributions; now, therefore,

**IT IS HEREBY RESOLVED:**

1. On behalf of the participating entity, the governing body of Kalkaska County Road Commission adopts the MERS Defined Contribution Plan in accordance with Plan Section 4 for its eligible employees as described in the MERS Defined Contribution Adoption Agreement, subject to the MERS Plan Document and as authorized by 1996 PA 220, as both may be amended;
2. The governing body agrees to the terms of and authorizes (title) Manager to execute the initial MERS Defined Contribution Adoption Agreement, a copy of which is attached hereto and which is hereby incorporated by reference; and

I hereby certify that the above is a true copy of the Defined Contribution Resolution adopted at the official meeting held by the governing body of this municipality:

Dated: October 10, 2018.

[Signature]  
(Signature of Authorized Official)

This Resolution shall have no legal effect under the MERS Plan Document until a certified copy of this adopting Resolution is filed with MERS, MERS determines that all necessary requirements under the Plan Document, the Adoption Agreement, and this Resolution have been met, and MERS certifies the Resolution below.

**Received and Approved by the Municipal Employees' Retirement System of Michigan:**

Dated: \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
(Authorized MERS Signatory)

## MERS Uniform 457 Supplemental Retirement Program Resolution



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

This Resolution, together with the MERS 457 Supplemental Retirement Program and Trust Master Plan Document and the MERS 457 Supplemental Retirement Program Participation Agreement and any Addendum thereto, constitute the entire MERS 457 Deferred Compensation Plan Document.

**WHEREAS**, the Municipal Employees Retirement Act of 1984, Section 36(2)(a), MCL 38.1536(2)(a) (MERS Plan Document (Section 36(2)(a)) authorizes the Municipal Employees' Retirement Board (the "Board") to "establish additional programs including but not limited to defined benefit, defined contribution, ancillary benefits, health and welfare benefits, and other postemployment benefit programs," and on November 8, 2011, the Municipal Employees' Retirement Board adopted the MERS 457 Deferred Compensation Plan.

**WHEREAS**, this Uniform Resolution has been approved by the Board under the authority of Section 36(2)(a), and the Board has authorized the MERS 457 Deferred Compensation Plan, which shall not be implemented unless in strict compliance with the terms and conditions of this Resolution.

**WHEREAS**, the Participating Employer, a participating "municipality" (as defined in Section 2b(2) in the Municipal Employees Retirement Act of 1984; MCL 38.1502b(2); Plan Document Section 2b(4)) or participating "court" (circuit, district or probate court as defined in Section 2a(4) – (6) of the Act, MCL 38.1502a(4) – (6); Plan Document Section 2a(4) – (6)) within the State of Michigan has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a deferred compensation plan;

**WHEREAS**, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering salary reduction contributions;

**WHEREAS**, the Participating Employer has reviewed the MERS 457 Supplemental Retirement Program ("Plan");

**WHEREAS**, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

**WHEREAS**, the Participating Employer is an Employer as defined in the Plan;

**WHEREAS**, concurrent with this Resolution, and as a continuing obligation, this Governing Body has completed and approved, and submitted to MERS and the Board documents necessary for adoption and implementation of the Plan; and

**WHEREAS**, the Governing Body for and on behalf of the Participating Employer is authorized by law to adopt this Resolution approving the Participation Agreement on behalf of the Participating Employer. In the event any alteration of the terms or conditions stated in this Resolution is made or occurs, it is expressly recognized that MERS and the Retirement Board, as sole trustee and fiduciary of the Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty to continue to administer (or to have administered) the MERS 457 Supplemental Retirement Program for the Participating Employer.

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Body adopts the MERS 457 Supplemental Retirement Program as provided below.

**MERS Uniform 457 Supplemental Retirement Program Resolution**

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- I. The Participating Employer adopts the Plan for its Employees.
- II. The Participating Employer hereby adopts the terms of the Participation Agreement, which is attached hereto and made a part of this Resolution. The Participation Agreement sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participation Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board.
- III. The Participating Employer shall abide by the terms of the Plan, including amendments to the Plan made by the Board, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.
- IV. The Participating Employer acknowledges that the Board is only responsible for the Plan and any other plans of the Employer administered by MERS and that the Board has no responsibility for other employee benefit plans maintained by the Employer that are not part of MERS.
- V. The Participating Employer accepts the administrative services to be provided by MERS and any services provided by a Service Manager as delegated by the Board. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' accounts.
- VI. The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.
- VII. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Board to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.
- VIII. This Resolution and the Participation Agreement shall be submitted to the Board for its approval. The Board shall determine whether the Resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Board may refuse to approve a Participation Agreement by an Employer that does not possess State statutory authority to participate in the Plan. The Governing Body hereby acknowledges that it is responsible to assure that this Resolution and the Participation Agreement are adopted and executed in accordance with the requirements of applicable law.



MERS Uniform 457 Supplemental Retirement Program Resolution

BE IT FINALLY RESOLVED: This Resolution shall have no legal effect under the Plan until a certified copy of this adopting Resolution is filed with MERS, and MERS determines that all necessary requirements under the 457 Supplemental Retirement Program Plan and Trust, the Participation Agreement, and this Resolution have been met. All dates for implementation of the Plan shall be determined by MERS from the date of filing with MERS of this Resolution in proper form and content. Upon MERS determination that all necessary documents have been submitted to MERS, MERS shall record its formal approval upon this Resolution, and return a copy to the Employer.

In the event an amendatory Resolution or other action by the municipality is required, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred by this Governing Body and MERS (and a third-party administrator, if applicable and necessary). The terms and conditions of this Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

I hereby certify that the above is a true copy of a Resolution adopted at the official meeting held on

October 10, 2018.

*John S. Proye*

(Signature of authorized official)

Municipality name: Kalkaska CRC

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_\_

(Authorized MERS signatory)

## Regional Wetland Bank Participation and Reimbursement Agreement

### Paul Bunyan Council

This Agreement, made effective as of the date of the last signature to be affixed hereon, between GRAND TRAVERSE COUNTY ROAD COMMISSION, a quasi-municipal corporation, of 1881 LaFranier Rd, Traverse City, MI 49696 ("GTCRC") and the Michigan county road commissions who have executed this Agreement. The road commissions who have executed this Agreement and for which this Agreement has not been terminated are collectively referred to herein as the "Participating Road Commissions." The individual road commission executing this Agreement on the Signature Page below is herein referred to as "Member."

WHEREAS, Participating Road Commission is a Michigan county road commission charged with construction, improvement, and maintenance of the county roads within each Road Commission's jurisdiction; and

WHEREAS, pursuant to Part 303 of the Michigan Natural Resources Protection Act, county road commissions may from time to time be required to mitigate wetland impacts in connection with road commission projects by restoring, maintaining, and preserving wetland sites; and

WHEREAS, to promote wetland banking in Michigan, the Michigan legislature has enacted a new approach to increase the establishment of wetland banks by developing a Wetland Mitigation Bank Funding Program that provides grants and low interest loans to eligible municipalities interested in developing a wetland mitigation bank; and

WHEREAS, a Michigan Wetland Board for Local Transportation Agencies has been established to effectively and efficiently distribute funds from the Wetland Mitigation Fund to local transportation agencies in Michigan; and

WHEREAS, the Paul Bunyan Council of the County Road Association of Michigan (the Council) is made up of various road commissions in northern Michigan; and

WHEREAS, the Council desires to establish a regional wetland bank for the use of all road commissions that make up the Council (the Regional Wetland Bank); and

WHEREAS, GTCRC has been asked to act as the administrator for the Regional Wetland Bank and has made application to the Michigan Wetland Board on behalf of the Council for the establishment of the Regional Wetland Bank, a copy of which is attached hereto as Attachment A; and

WHEREAS, the Michigan Wetland Board has obligated and approved funds for the Regional Wetland Bank; and

WHEREAS, the Road Commission will be or has entered into an agreement with a consultant to provide Wetland Mitigation Services to investigate, acquire, and monitor prospective properties for the Regional Wetland Bank following a competitive bidding process and may enter into future agreement as necessary to administer the Regional Wetland Bank; and

WHEREAS, although funds for establishing the Regional Wetland Bank have been obligated and approved by the Michigan Wetland Board, GTCRC desires a written understanding with respect to the individual road commission members' responsibilities in connection with the a Participating Road Commission's participation and receipt of the benefits of the Regional Wetland Bank in the event that the necessary funds are not received from the Michigan Wetland Board for the Regional Wetland Bank; and

WHEREAS, Member desires to participate in the Regional Wetland Bank; and

WHEREAS, this agreement is authorized by 1951 PA 35, as amended, (MCLA 124.1 et seq.; MSA 5.4081 et seq.):

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the parties mutually agree as follows:

1. Regional Wetland Bank Plan. It is acknowledged by the parties that the Council shall establish a committee of four (4) of the Participating Road Commission and the GTCRC to develop policies and procedures for a Participating Road Commission's use of the Regional Wetland Bank. The policies and procedures once approved by the committee shall be presented for ratification by a majority of those Participating Road Commissions then in attendance. The Participating Road Commissions shall be provided at least 30 days' notice of the meeting at which the Regional Wetland Bank Plan shall be presented. By executing this Agreement, Member delegates authority to the Member's representative then in attendance at the meeting at which the Regional Wetland Bank Plan is presented for ratification to act for the Member in ratifying the Regional Wetland Bank Plan.
2. Participation of Member. Upon execution of this Agreement, Member shall be Participating Road Commission and may participate in the Regional Wetland Bank program on an as needed basis pursuant to the Regional Wetland Bank Plan, which shall be attached hereto as Attachment B once developed as set forth in paragraph 1 and made a part hereof.
3. Reimbursement of GTCRC for Unpaid Costs and Expenses. In the event that the GTCRC is not reimbursed for costs and expenses incurred in connection with the Regional Wetland Bank through the Michigan Wetland Board, Member shall be responsible for reimbursement of GTCRC in an amount equal to its percentage share based on the number of Participating Road Commissions. Member's percentage share shall be determined based on the number of Participating Road Commissions, including the GTCRC, then participating. If for example there are 15 road commission members participating along with the GTCRC, Member shall be responsible for 1/16<sup>th</sup> or 6.25% of

the unreimbursed amount. Each Participating Road Commission shall be jointly and severally liable to the GTCRC for reimbursement.

4. Costs and Expenses. The costs and expenses eligible for reimbursement are all costs and expenses incurred by the GTCRC in connection with administration of the Regional Wetland Bank from April 4, 2018, including but not limited consultant and contractor fees and expenses and administrative expenses of the GTCRC. Costs and expenses to be reimbursed shall not include any costs or expenses incurred by the GTCRC in connection with its draw from the Regional Wetland Bank for a GTCRC project.
5. Independent Contractor. Each participating road commission shall be considered an independent contractor and not an agent or employee of any of the other participating road commissions. Each road commission shall remain responsible for any claims arising out of their own acts or omissions during the performance of this agreement, as provided by law. This agreement is not intended to increase either parties' liability for, or immunity from, tort claims.
6. Third Party Beneficiaries. This Agreement confers no right or remedies on any third party, other than the GTCRC, Member, and the Participating Road Commission and their respective successors and permitted assigns. And by signing this agreement the Member acknowledges that in the event that Member fails to pay its percentage as set forth in this Agreement, member may be liable to the GTCRC and the other Participating Road Commissions for Member's share of the costs and expenses.
7. Non-Discrimination. The parties 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, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.
8. Termination.
  - A. By Member. Member desiring to withdraw from this Agreement shall give sixty (60) days written notice to all Participating Road Commissions, including the reason for withdrawal. Upon withdrawal, the Member shall not be entitled to any further participation in the Regional Wetland Bank program except for wetland already drawn and approved for the Member's projects. However, Member shall thereafter be responsible for all costs and expenses associated with the wetland drawn by the Member from the Regional Wetland Bank, including, but not limited to, transfer, acquisition, maintenance, monitoring and reporting costs and expenses. Following withdrawal, Member shall reimburse GTCRC under paragraphs 3 and 4 for any costs and expenses that are unpaid and were incurred prior to the date of the Member's withdrawal. The date of the Member's withdrawal shall be 60 days following the date of the Member's written notice of withdrawal. The withdrawal of one Participating Road Commission shall not

affect the rights and responsibilities of the other Participating Road Commissions.

- B. By GTCRC. The GTCRC may terminate this agreement with Member in the event that Member fails to reimburse the GTCRC as set forth in this Agreement within 30 days' after written notice of the Member's failure to reimburse the GTCRC. GTCRC shall provide notice of termination as to one Member to the other Participating Road Commissions. After the date of GTCRC's termination of this Agreement, Member shall not be entitled to any further participation in the Regional Wetland Bank. Member shall thereafter be responsible for all costs and expenses associated with any wetland drawn by Member from the Regional Wetland Bank up to the date of termination, including, but not limited to, transfer, acquisition, maintenance, monitoring and reporting costs and expenses. The date of GTCRC's termination shall be 30 days following written notice to Member. Termination by the GTCRC with Member shall not affect the rights and responsibilities of the other Participating Road Commissions.
- C. Failure to Develop a Regional Wetland Bank Plan. In the event a Regional Wetland Bank Plan is not developed within one (1) year from the date that the last Participating Road Commission member executes this Agreement, unless extended by mutual agreement of the Participating Road Commission and the GTCRC, this Agreement shall terminate. Member shall reimburse GTCRC for any unreimbursed costs incurred as set forth in paragraphs 3 and 4. Any wetlands that were accepted and approved by the Michigan Department of Environmental Quality (MDEQ) prior to termination shall be divided equally among all the Participating Road Commission and the GTCRC. For example, if there are 500 acres approved by the MDEQ and there are nine road commissions then participating plus the GTCRC, each Participating Road Commission and the GTCRC shall receive 50 acres for banking subject to the approval of the MDEQ and the Michigan Wetland Board. All costs and expenses associated with the wetland shall thereafter be the responsibility of the respective road commission.
9. Entire Agreement. This Agreement constitutes the entire agreement of the parties and there are no valid promises, conditions or understanding which are not contained herein.
10. Term of Agreement. The term of this agreement shall be for so long as the Regional Wetland Bank program is in effect unless otherwise terminated as set forth herein.
11. Authority. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to the Agreement.
12. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original. Following execution by a Member, the GTCRC shall forward the signature page to each then Participating Road Commission

13. Electronic Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, et seq. that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

SIGNATURE PAGE FOR Kalkaska

Regional Wetland Bank Participation and Reimbursement Agreement

Paul Bunyan Council

GRAND TRAVERSE COUNTY ROAD COMMISSION

Dated:

By Marc McKellar  
Marc McKellar, Chair

By Debra J. Hunt  
Debra J.M. Hunt, Clerk

Kalkaska County ROAD COMMISSION

Dated: October 10, 2008

By David W. Gill  
Its: David W. Gill, Chair

By John S. Rogers  
Its: John S. Rogers, Manager

Expense Reimbursement Agreement

Project Name: Grand Traverse Conservancy Sites  
Applicant: Grand Traverse County Road Commission (GTCRC) on behalf of Paul Bunyon Council

Michigan Wetland Board (MIWB) File #: 28-2018-1  
Date: 4/4/2018  
Amount of Funds Obligated: \$5000

This letter confirms that your Local Transportation Agency (LTA) has been awarded funding for reimbursement of expenses in the above amount. This funding is contingent upon the following conditions:

PROJECT: Preservation sites, seven or more, with the Grand Traverse Regional Land Conservancy.  
Five thousand dollars obligated for phase I. Remaining project must be approved by MIWB.

Acreage: up to 640 acres  
Wetland Type: various  
Conditions: Site mitigation credits will be shared statewide in some manner, as determined by the Paul Bunyon Council.

\$5000	for prelim Phase I, amount approved.
479 acres	Estimate of amount to qualify as credits (75%)
\$958,000	OBLIGATION AMOUNT REQUESTED
\$5000	Amount to begin app and RFP, phase I
\$95,800	10% . Prelim Eng & Design, phase II HIRE CONSULTANT
\$95,800	10% of total. PED Phase III, if needed.

All according to information submitted.





\*\*\* INVOICE \*\*\*

Grand Traverse County Road Commission  
1881 LaFranier  
Traverse City, MI 49696-0000

Phone: 231-922-4848

Jeff Silagy  
Digitally signed by Jeff Silagy  
DN: cn=Jeff Silagy, ou=MIWB,  
email=jsilagy@mlwb.org  
Reason: I am approving this  
Date: 2018.08.08 10:05:46  
PKIX Reader Version: 9.1.0

0021	Invoice Number	700036
State of Mich Wetland Board	Invoice Date	07/31/2018
, 00000-0000	Work Order Number	WETLND
	201 County Road Fund	
	Wetland Bank-GT Regional Land	

Michigan Wetland Board File #28-2018-1  
Reimbursement Request #1

Costs from inception through 6/30/18

Labor and Benefits	\$5,939.19
Equipment Rental	310.00
Legal Services	110.00
Total Amount of Reimbursement Request #1	<u>\$6,360.19</u>

Total Amount Obligated	\$958,000.00
Amount approved as of 7/3/2018	\$95,800.00
Less reimbursement request #1	<u>-6,360.19</u>
Balance approved but not yet spent	\$89,439.81