



Cheboygan County Board of Commissioners

MISSION STATEMENT

Cheboygan County officials and staff will strive to provide public services in an open and courteous manner and will responsibly manage county resources.

Committee of the Whole Meeting

March 26, 2019

9:30 a.m.

Agenda

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation/Pledge of Allegiance**
- 4. Approve Agenda**
- 5. CITIZENS COMMENTS**
- 6. SCHEDULED VISITORS/DEPARTMENT REPORTS**
 - A.** Introduction – Cheyenne Farr, MSUE
 - B.** Certificates of Appreciation: Mike Swanson, Dean Tebo & Earl Manual
 - C.** Catholic Human Services Amalia Harvey – Alcohol and Drug Treatment Education/Liquor Tax Money
- 7. ADMINISTRATOR'S REPORT**
- 8. OLD BUSINESS**
- 9. NEW BUSINESS**
 - A.** 2019 Marina Grant Application Amendment
 - B.** Broadband Consortium Agreement
- 10. BOARD MATTERS FOR DISCUSSION**
- 11. CITIZENS COMMENTS**
- 12. BOARD MEMBER COMMENTS**
- 13. ADJOURN TO THE CALL OF THE CHAIR**

ADMINISTRATOR'S REPORT
3-26-19

SB 0637

SMALL WIRELESS:

Senate Bill 0637 was signed into law as Public Act 365 of 2018 by Governor Snyder on December 12, 2018. The law became effective 3-12-2019. Staff will discuss with legal counsel effects related to zoning approval for towers located on private property.



Cheboygan County

Board of Commissioners' Meeting

March 26, 2019

Title: Cheboygan County Marina Waterways Grant Application Amendment Request

Summary: The County was awarded a \$400,000 grant to be matched with \$400,000 of County funding by the Michigan Waterways Commission to replace the fuel tanks at the marina as well as construct a new floating fuel dock, fuel building, fuel pumps, fuel piping, sewer pump out system and ADA ramp. The project would also provide sidewalk to the new fuel dock. A revised engineering estimate for the project has identified an estimated cost of \$1,050,000 (an additional \$250,000 from the original estimate of \$800,000 due to projected increase cost in material, labor and contingencies). The County will apply for an additional grant in the amount of \$125,000 to match by an additional \$125,000 of County funds to complete the project.

Financial Impact: If awarded additional: \$125,000 County \$125,000 State of Michigan.
Total additional funding \$250,000.

Recommendation: Motion to approve submittal of the Cheboygan County Marina Waterways Grant Application and authorize the County Administrator to sign.

Prepared by: Jeffery B. Lawson

Department: Administration



WATERWAYS GRANT PROGRAM APPLICATION

This information is required by Authority of Part 781 of 1995 PA 451.

GRANT APPLICATIONS MUST BE RECEIVED BY PROGRAM MANAGER BY 5 PM EST, APRIL 1

Applicant Name (Local Government) Cheboygan County		Name of Contact Person/Title Jeffery B. Lawson	
Address 870 South Main St.		Address 870 South Main St.	
City, State, ZIP Cheboygan, MI 49721		City, State, ZIP Cheboygan, MI 49721	
Federal Employer Identification Number (FEIN) (REQUIRED) 38-60004841		E-mail Address Adminlawson@Cheboygancounty.net	
NOTE: FEIN Number of municipality identified as Applicant Name (<i>Local Government</i>) above MUST be provided to receive grant funds.			
Applicant Telephone (231)627-8887	Applicant FAX (231)627-8881	Contact Person Telephone (231)627-8857	Contact Person FAX (231)627-8881
PROJECT LOCATION <input checked="" type="checkbox"/> County <input type="checkbox"/> Township <input type="checkbox"/> City <input type="checkbox"/> Village		County Cheboygan	State Senate District 37
			State House of Representative District 106
TYPE OF PROJECT <input checked="" type="checkbox"/> Harbor <input type="checkbox"/> Boating Access Site (must contain or propose a ramp, maneuver area, and parking to be grant eligible)		TYPE OF GRANT <input type="checkbox"/> Preliminary Engineering Study <input checked="" type="checkbox"/> Infrastructure Improvements* (i.e., construction projects) *Preliminary engineering has been completed by a licensed design professional	
PROJECT TITLE Cheboygan County Supplemental Funding Request to Awarded Grant			
DESCRIPTION OF PROJECT Attach a description of the overall project (including scope items, estimated costs, estimated construction schedule, and digital site photos) and a needs assessment. Note, for harbor projects, attach the last 3 years of harbor traffic (harbor logs), and last 3 years of harbor financial summaries. In addition, you must provide a 5 Year Harbor Recreation Plan to the Natural Resources Trust Fund.			
BUDGET SUMMARY			
A. Estimated Project Cost (B + C):		\$ 250000.00	
B. Requested Grant Amount		\$ 125000.00	
C. Applicant's Matching Funds:		\$ 125000.00	

As Designated Representative of above-named Applicant, I hereby agree to implement this project according to the materials provided with this application and to abide by the provisions of the Waterways Grant program, including compliance with all applicable Federal and State laws and regulations.

Printed Name and Title of Applicant's Designated Representative _____ Signature _____ Date _____

APPLICATION WITH ATTACHED PROJECT DESCRIPTION MUST BE RECEIVED BY PROGRAM MANAGER BY 5 PM EST, APRIL 1.

Applications should be mailed to:

PAUL PETERSEN
PARKS AND RECREATION DIVISION
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PO BOX 30257
LANSING MI 48909

Overnight or Express Mail Address:

PAUL PETERSEN
PARKS AND RECREATION DIVISION
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
525 WEST ALLEGAN
LANSING MI 48933

FOR DNR USE ONLY

Facility No.: _____ Compliance Review

Comments

Program Manager (please print) _____ Signature _____ Date _____

2019

CHEBOYGAN COUNTY
MICHIGAN STATE WATERWAYS GRANT APPLICATION

Overview

The Cheboygan County Marina and Launching Facility is located in the City of Cheboygan on the West side of the mouth of the Cheboygan River which flows into the Straits of Mackinac. The facility is adjacent to the City of Cheboygan Gordon Turner Park which includes parking, picnic area, playground equipment, nature walkway, swimming area, restrooms, and soccer fields. The existing mooring facility contains two floating pier systems which provide mooring capacity for 84 craft. The mooring facility is located in an excavated basin off of the edge of the Cheboygan River. The mooring facility has boater services which include parking, shelter, picnic area, showers, restrooms, laundry, fuel (gasoline and diesel), sanitary pump out, boater craft service/power centers, potable water and electrical services. There is an existing Launching Ramp facility immediately adjacent to the mooring facility that includes restrooms, vehicle and trailer parking areas, fish cleaning station, launching and two 2- lane ramps which are located on the Cheboygan River immediately across from the U.S. Coast Guard Cutter Mackinaw mooring facility. Built in 1988 the facility is an integral part of Cheboygan County as well as serves as an economic driver providing boating opportunities to the residents and visitors of the County for over 27 years. The County and community have supported the operation of the facility and are seeking Michigan State Waterways Grant Funding to complete needed improvements to the facility.

Project Need

Cheboygan County hired United Design Associates in 2008 to complete a Preliminary Engineering Study to identify the needed improvements to the Cheboygan County Marina. The study identified the need to begin replacement of all components of the floating pier and dock systems, replacement of fuel storage tanks, piping systems and pumps as well as upland improvements consisting of Harbor Building restroom expansion, sidewalk replacement and landscaping. The total estimate of improvements identified by the report was over 3.1 Million dollars without engineering cost. Due to the large cost of improvements, the County must approach improvements in a phased manner with the most critical components addressed first. The first project completed was the replacement of electrical pedestals and improvements to electrical lines in 2009. The County also re-shingled the roof of the Harbor Building as well as soffit repairs in 2014 along with emergency harbor dredging with Waterways Grant Assistance in 2013.

The next facility improvement at the Cheboygan County Marina is the need to address the fuel tank system, fuel dock, fuel service building, sewer pump out system replacement and installation of a new handicap ramp to Pier- A. These improvements were identified as the next most needed improvements due to their environmental and service importance to boaters and the community. The current fuel tanks at the marina are approaching 30 years of service. The tanks consist of one 6,000 gallon standard fuel tank and one 6,000 gallon diesel fuel tank. Once the tanks reach 30 years of age, obtaining the required insurance coverage for the tanks becomes difficult. The study also identified the need to increase the tank sizes to accommodate the demand of boater refueling needs in the heart of the season when the Marina must refill its tanks multiple times during the week to meet demand. Another key need of this improvement is to add an ice suppression system around the perimeter of the new dock system to protect the facility from ice damage in the future. An additional need of this project is to replace the current 25' connecting ramp to Pier- A with a new 50' ramp to provide proper slope to meet ADA requirements to allow wheel chair accessibility to the pier which is the main pier at the Cheboygan County Marina. The County submitted a grant application for this project with an original project estimate of \$800,000 that was approved for funding with a Grant Agreement awarded in May of 2017 by the Waterways Commission with \$400,000 State and \$400,000 County match. An updated cost estimate for this project prior to project bidding has indicated an estimated revised cost of \$1,050,000. The County is requesting supplemental funding of \$125,000 to match with an additional \$125,000 from the County to complete the project.

Project Description

The Project Scope Items consists of the replacement of two 6,000 gallon fuel tanks with one 20,000 gallon fuel tank with two compartments to hold both unleaded and diesel fuel for the boating public. The project will run new piping from the new fuel tanks to the new refueling dock. The new fueling dock will include the fuel service building, pumps, all utilities and piping within the dock as well as the pump out system. The project will also install an ice suppression system around the parameter of the new floating fuel dock. Attachment-1 identifies the project description area. Improvements to Pier- A include a new 50' ramp from the shore to the floating dock to meet ADA requirements as well as the removal of the old pump out and fuel pumps and placement of additional floatation balloon under the existing fuel dock.

Project Schedule

Grant Amendment Award-	May 2019
Project Design Engineering-	May 2019
Approval of Design Engineering by DNR Grant Staff-	May 2019
Project Out for Bid-	June – July 2019
Bid Award-	August 2019
Pre-Construction Meeting-	September 2019
Fuel Tank Replacement With Upland Pipe Installation and water and sewer lines-	October-December 2019
Upland Sidewalk Installation and Landscape Restoration-	October 2019- May 2020
New Fuel Dock placement with Fuel Service Building Construction, Piping, Utilities, Pump Out, and Ice Suppression System. Removal of fuel pumps and pump outs from existing dock-	October 2019- May 2020
ADA Ramp Installation-	April- 2020
Project Inspection and Closeout-	June-July 2020



Tank Replacement Location

Piping, Sidewalk and Landscaping

New ADA Ramp

918-1499 N HURON ST

Remove Existing Fuel Pumps and Pump Outs

Fuel Dock, Fuel Building, New Ice Supression and Pump Outs

CHEBOYGAN COUNTY MARINA
 FUEL SYSTEM AND SERVICE DOCK RELOCATION (NORTH SIDE ON-SHORE ADJACENT TO FUEL TANK)
 PRELIMINARY OPINION OF PROJECT COSTS
 March 18, 2019

Item No.	Item	Est. Quantity	Unit	Unit Price	Unit Cost
1	Mobilization	1	LS	\$92,640.00	\$92,640.00
2	Removals	1	LS	\$69,500.00	\$69,500.00
3	Site Work (Excavation, Concrete, Roadwork, Restoration for new service dock, fuel tank and access)	1	LS	\$115,800.00	\$115,800.00
SERVICE DOCK RELOCATION/REPLACEMENT					
4	Shore Abutment and Connection	1	EA	\$6,370.00	\$6,370.00
5	ADA Accessible Floating Ramp	400	SF	\$64.00	\$25,600.00
6	Floatation for Floating Ramp and Floating Pier Service Building	1	LS	\$5,800.00	\$5,800.00
7	Floating Service Pier	1,900	SF	\$58.00	\$110,200.00
8	Fenders (Large Craft)	10	EA	\$580.00	\$5,800.00
9	Cabinet with Fire Extinguisher and Life Ring	2	EA	\$580.00	\$1,160.00
10	Fire Protection System	1	LS	\$17,500.00	\$17,500.00
11	Service Pier Building	1	LS	\$46,300.00	\$46,300.00
12	Sanitary Sewer Line (with new connection to City Sewer)	525	LF	\$35.00	\$18,375.00
13	Water Service Line (with new connection to City Water Supply)	525	LF	\$29.00	\$15,225.00
14	Electrical/Communication Service Line (from Harbor Master Building)	610	LF	\$23.00	\$14,030.00
15	Potable Water Stanchion	2	EA	\$1,700.00	\$3,400.00
16	Sanitary Pump-Out	2	EA	\$17,000.00	\$34,000.00
17	Pump-out Stanchion	2	EA	\$1,700.00	\$3,400.00
18	Service Pier Light Poles	2	EA	\$3,500.00	\$7,000.00
19	Service Pier Signage	1	LS	\$1,100.00	\$1,100.00
20	Ice Suppression System	1	LS	\$29,000.00	\$29,000.00
FUEL SYSTEM REPLACEMENT					
21	New Fuel Tank (20,000 gallon total volume)	1	LS	\$174,000.00	\$174,000.00
22	New Fuel Lines (Tanks to Abutment at new Service Dock Location)	200	LF	\$87.00	\$17,400.00
23	Fuel Monitor Sensor Wiring Replacement at Tank	1	LS	\$9,300.00	\$9,300.00
24	Fuel Electrical at Tank	1	LS	\$4,600.00	\$4,600.00
25	Fuel Lines at Tank	1	LS	\$4,600.00	\$4,600.00
26	Emergency Shut-off on Service Pier	1	LS	\$5,800.00	\$5,800.00
26	Transition Sump at Abutment	1	LS	\$5,800.00	\$5,800.00
27	Overflow Alarm at Fuel Tank	1	LS	\$5,800.00	\$5,800.00
28	Fuel Dispensers with Rewinds	4	EA	\$13,900.00	\$55,600.00
29	Fuel Monitor System on Service Dock	1	LS	\$6,950.00	\$6,950.00
30	Fuel System Monitor Panel	1	LS	\$6,950.00	\$6,950.00
Construction Subtotal					\$919,000.00
Design and Construction Engineering					\$131,000.00
Construction Total					\$1,050,000.00

NOTES:

1. These costs are based on information from previous preliminary engineering study. The actual site conditions may result in variations of unit prices or items.
2. This cost estimate is approximate. Actual construction bids may vary significantly from this statement of probable costs due to timing of bidding, construction, changed conditions, labor rate, changes, or other factors beyond the control of the Engineer.



Cheboygan County Board of Commissioners' Meeting

March 26, 2019

Title: NLEA Broadband Consortium Agreement

Summary: The County has participated in discussions with the NLEA and partner Counties concerning the creation of a Broadband Consortium over the past two years and approved a preliminary resolution of support to form a consortium in 2018. The goal of the consortium is to provide another tool / option for companies to get high speed internet and to provide a comparison pricing option with their current provider. The consortium would work to provide access to high speed internet for business and economic development. The Consortium is the same concept as a "credit union" or "energy co-op" to reduce cost by pooling resources. This concept leverages the successful multi-county approach unique to the NLEA model for providing economic development. The consortium would consist of one County Commissioner appointed to the NLEA Board from each of the participating counties from the NLEA service area, plus, two NLEA Board appointed representatives from the private sector. One NLEA staff member will act as the fiscal/coordinating agent with non-voting rights. The consortium agreement will not be able to obligate any County funds without a vote of approval by each Board. There is no additional fee for the County to belong to the consortium. A copy of the organizations proposed By-Laws are also attached.

Financial Impact: NA

Recommendation: Motion to approve the NLEA Broadband Consortium Agreement and authorize the Chair to sign.

Prepared by: Jeffery B. Lawson

Department: Administrative

3/11/19

Northern Lakes Economic Alliance Broadband Consortium

2019 Consortium Agreement

Table of Contents

Article I: Name	1
Article II: Purpose	2
Article III: Definitions	2
Article IV: Term of Agreement	3
Article V: Consortium Parties	3
Article VI: Membership Organizations	4
Article VII: Consortium Joint Governing Board	5
Article VIII: Operating and Fiscal Agent	6
Article IX: Consortium Maintenance and Costs6
Article X: Membership Fees	7
Article XI: Ad Hoc Committees	7
Article XII: Termination and Default7
Article XIII: Indemnification	7
Article XIV: Notices	8
Articles XV: Miscellaneous Provisions	8

THIS AGREEMENT shall be effective on the last date signed by the parties to this Agreement and is among Charlevoix County, a Michigan political subdivision, whose address is 203 Antrim St., Charlevoix, Michigan 49720 (Charlevoix), Cheboygan County, a Michigan political subdivision, whose address is 870 South Main Street, Cheboygan, Michigan 49721 (Cheboygan), Antrim County, a Michigan political subdivision, whose address is 203 E. Cayuga St., P. O. Box 187, Bellaire, Michigan 49615 (Antrim), and Northern Lakes Economic Alliance, a Michigan nonprofit corporation, whose address is 1313 Boyne Avenue, P.O. Box 8, Boyne City, Michigan 49712 (NLEA) (collectively the Parties).

Recitals

WHEREAS, the mission of the NLEA Broadband Consortium ("Consortium") is to proliferate high-speed, reliable and cost-effective broadband services throughout its service area, currently Antrim, Charlevoix and Cheboygan counties;

WHEREAS, the Michigan Telecommunications Act, Public Act 179 of 1991, as amended, MCL 484.2101 et seq., has been enacted specifically authorizing such a consortium to encourage deployment of such network backbones/fiber rings for the use and benefit of the members in providing network communications and Internet services;

WHEREAS, the Michigan Telecommunications Act, supra, has among its purposes to "improve the opportunities for economic development and the delivery of essential services including education and health care"; and

WHEREAS, the Michigan Constitution of 1963, Article III, Section 5, the Intergovernmental Contracts between Municipal Corporations Act, Public Act 35 of 1951, as amended, MCL 124.1, et seq., and the Michigan Urban Corporation Act, Public Act 7 of 1967, as amended, MCL 124.501, et seq., authorize Intergovernmental and Inter Local Public Agency Agreements.

Agreement

NOW THEREFORE for good and valuable consideration, the amount and sufficiency is hereby acknowledged, it is agreed:

Article I - Name

The name of the Consortium is the Northern Lakes Economic Alliance Broadband Consortium (NLEABC). The Consortium is a nonprofit association of organizations and businesses consisting of for-profit and nonprofit entities, medical affiliates, and state and federal organizations.

Article II - Purpose

The purpose of this Agreement is to form a nonprofit, voluntary, and unincorporated association that will promote the construction, operation, maintenance, utilization, and proliferation of high-speed, reliable and cost effective fiber optic telecommunications networks and related advanced wireless telecommunications services, including but not limited to enterprise network services, application services, interactive video networking, audio-visual technical support, and other interactive voice/video/data services throughout the Northern Lakes Economic Alliance region, so that the communities have options and price comparisons for such services. A multi-county approach pooling resources will leverage opportunities for greater economic development across a wider area and promote the development of intergovernmental, educational, medical and business opportunities which will provide a conduit to support community goals guided by the mission of all participating members.

Article III - Definitions

As used in this Agreement, the following terms have the following meanings:

Section 3.1 "Agreement" means this Consortium Agreement.

Section 3.2 "Cable" means the protective sheathing surrounding fiber optic filaments and fiber optic filaments inside.

Section 3.3 "Counties" are those Parties that qualify as such public entities under Michigan law.

Section 3.4 "Equipment and/or Facilities" means all equipment and components of the physical telecommunication networks other than the cable.

Section 3.5 "Joint Governing Board" or "Board" means the body created under Article VII of this Agreement, which governs the operation of the NLEA Consortium.

Section 3.6 "NLEA Ad Hoc Committee" means the advising body described in Article XI of this Agreement.

Section 3.7 "Fiber Optic Filament" means the strands of fiber optic material that are bundled inside cable.

Section 3.8 "NLEA Broadband Consortium," "NLEABC," or "Consortium" means the organizational framework governing the management and control of the NLEA Consortium.

Section 3.9 "NLEA Consortium Office" or "Office" means its organization and operating center at NLEA, P.O. Box 8, Boyne City, MI 49712.

Section 3.10 "Net Operating and Maintenance Expenses" means the total operating and maintenance expenses of the NLEA Consortium, less any revenues received.

Section 3.11 "Party" or "Parties" means the Parties to this Agreement and any other person who becomes a Party hereto pursuant to Article V of this Agreement.

Section 3.12 "Person" means any individual, corporation, partnership, association, governmental agency, or any other legal entity.

Section 3.13 "Operating and Fiscal Agent" or "OFA" is the NLEA designated staff person assigned as the administrator of the NLEA Consortium. The OFA shall operate the NLEA Consortium on a day-to-day basis under the policies and in the manner prescribed by the Joint Governing Board.

Article IV - Term of Agreement

Section 4.1 Initial Term. The initial term of this Agreement shall be five (5) years, which shall commence on the effective date of this Agreement. ("Effective Date").

Section 4.2 Renewal; Withdrawal. At the end of the initial term, this Agreement shall automatically renew for up to three (3) renewal periods of five (5) years each. To withdraw as a Party from this Agreement that Party must give 180 days written notice to the Board. If written notice not to renew is received by the Parties, the Agreement shall not automatically renew, and the remaining Parties shall determine whether to enter into a new consortium agreement themselves.

Article V - Consortium Parties

Section 5.1 Original Parties. The original Parties to this Agreement are:

Antrim County
Charlevoix County
Cheboygan County
Northern Lakes Economic Alliance

Section 5.2 Additional Parties. "Additional Parties" to this Agreement may be added on the following conditions:

(a) The operating and fiscal agent ("OFA") of the NLEA Consortium recommends to the Joint Governing Board that the entity become a Party to this Agreement after having reviewed the entity's qualifications.

(b) The entity makes payment to the Consortium, in an amount determined by the Joint Governing Board to be an appropriate reasonably equivalent amount to what the original Parties have contributed to the establishment of the Consortium.

(c) The entity makes payment of any actual out-of-pocket costs, in the form of reimbursements to the Consortium, occasioned by the addition of such entity as an additional Party to this Agreement.

(d) The then Parties to this Agreement (the Original Parties and any Additional Parties) approve the Additional Party.

(e) The entity has executed a copy of this Consortium Agreement indicating acceptance of and adherence to all of the terms and conditions of this Agreement, including without limitation, the provisions establishing an individual Party's responsibilities.

Article VI - Membership Organizations

Section 6.1 Current Membership Organizations. All public and private nonprofit organizations located in the counties of Antrim, Charlevoix, and Cheboygan Counties shall be deemed current membership organizations of the Consortium.

Section 6.2 New Membership Organizations. New membership organizations may be added to the Consortium under the following terms and conditions:

(a) The membership organization shall be a current member of Northern Lakes Economic Alliance.

(b) The Joint Governing Board shall approve the membership organization after reviewing the organization's qualifications, assessing the impact on the Consortium network, and reviewing the impact on existing Consortium members and agreements.

(c) The membership organization shall pay any additional costs to the Consortium caused, in whole or in part, by the addition of the new membership organization. Any construction or assets provided to the Consortium shared network shall be constructed in accordance with all local ordinances and construction codes.

(d) The membership organization shall sign a copy of the Consortium Agreement indicating acceptance of and adherence to all the terms and conditions of the Agreement.

Section 6.3 Termination of Membership. The Joint Governing Board, by the affirmative vote of two-thirds of all of its members then serving, may suspend or expel a membership organization from the Consortium for any violation of the Consortium Agreement or bylaws after written charges and a hearing before the Board.

Section 6.4 Resignation of Membership. Any membership organization may resign its membership in the Consortium by sending written notice of the resignation to the Joint Governing Board. Any such resignation shall be effective on the date specified in the notice, or upon being accepted by the Board, whichever is sooner.

Section 6.5 Transfer of Membership. A membership organization may not transfer or assign its membership in the Consortium to any other entity.

Section 6.6 Annual Membership Meetings. Annual meetings of the Consortium's membership organizations shall be held in June or as soon thereafter as is convenient. Written notice of the date, time, and location of the meetings shall be given to each membership organization by the Operating and Fiscal Agent no less than fifteen (15) days prior to the meeting. The business to be conducted at the annual membership meeting shall be as determined by the Joint Governing Board.

Article VII - Consortium Joint Governing Board

Section 7.1 Members. Except as provided herein, the Joint Governing Board shall be composed of a representative of each Original Party to this Agreement and any Additional Party, to be designated by, and serve at the pleasure of, the Party as determined by the Party's own rules and procedures. The commissioner representative from each County shall be the same commissioner appointed to the NLEA Board of Directors. This will provide continuity between the NLEA Board as well as continuity between the Consortium and the county boards. The NLEA Board shall appoint 2 private sector, non-telecommunications members to the Joint Governing Board.

Section 7.2 The Board may by unanimous vote recommend to the Parties to this Agreement a change in the number of members of the Joint Governing Board. A change in the size of the Joint Governing Board, however, shall only occur through an amendment to this Agreement approved by the then Parties to this Agreement (the Original Parties and any Additional Parties).

Section 7.3 Duties and Responsibilities. The Board's duties shall include:

- (a) making decisions regarding the governance, management, budgets, operations and control of the Consortium;
- (b) making decisions with reference to establishing project priorities;

(c) considering whether to have Internet services provided collectively to the Consortium, group purchasing, or to have each Party arrange for its own Internet service; and

(d) additional matters agreed to by the Parties

Section 7.4 Meetings. The Board shall meet at such times as may be necessary to communicate with the authorized OFA and to carry out its duties and responsibilities, but in no event shall meet less than once every three (3) months. Except as may otherwise be provided in this Agreement, action shall be by a majority vote of the members of the Board present and voting.

Section 7.5 Bylaws and Policies. The Board shall establish such bylaws, procedures, or policies as it deems appropriate and necessary.

Section 7.6 Officers. The Board shall elect from its members a Chairperson, Vice Chairperson, Secretary, Treasurer, and such other officers as deemed necessary from time-to-time. The officers shall perform the duties as specified in the Consortium bylaws.

Article VIII - Operating and Fiscal Agent

Section 8.1 Operating and Fiscal Agent. Upon execution of this Agreement by all the original Parties to this Agreement, NLEA shall serve as the authorized OFA and administrator of the NLEA Consortium.

Section 8.2 Operations and Administration. The OFA shall operate the NLEA Consortium on a day-to-day basis under the policies and in the manner prescribed by the Joint Governing Board.

Section 8.3 As OFA, NLEA shall have such authority as is reasonably necessary to carry out its day-to-day responsibilities under this Agreement, including without limitation the authority to contract for services related to the Consortium, and to collect and expend funds as authorized by the Joint Governing Board. Provided, however, the Joint Governing Board or the Consortium shall not have the authority to obligate any county funds without the vote of each county's Board of Commissioners.

Section 8.4 The Joint Governing Board and the OFA may enter into an administrative services agreement outlining the OFA's terms of service including its duties and responsibilities, reimbursements and compensation, if any.

Article IX - Consortium Maintenance and Costs

Section 9.1 Expense Allocation. The net operating and maintenance expenses of the Consortium shall be periodically allocated back to the then Parties to this

Agreement (the Original Parties and any Additional Parties) in equal proportion or as otherwise agreed to by all of the then Parties.

Section 9.2 Payment. The Parties shall pay to the Consortium their allocated share of net operating and maintenance expenses within sixty (60) days of billing.

Article X - Membership Fees

Section 10.1 Membership Classes and Fees. The Consortium includes two (2) membership classes: public sector and private sector. Public sector memberships pay no membership fees provided the county in which the public sector member is located is a member of the NLEA. Private sector membership fees shall be five hundred dollars (\$500) per year. The private sector annual fee shall be paid to the NLEA to help offset staff costs and independent consultation fees on behalf of the Consortium. (Note: consultant fees, beyond the annual membership may be charged to specific companies based on services required.)

Article XI - Ad hoc Committees

Section 11.1 Members. The Joint Governing Board may create Ad Hoc Committees to serve at its pleasure to assist or make recommendations with respect to technical or other issues. The Board shall determine its members, duties and term of existence.

Article XII - Termination and Default

Section 12.1 Default. If any Party fails to comply with any of the terms or provisions of this Agreement, or defaults in any other obligations under this Agreement and fails to correct such default or noncompliance within thirty (30) days following written notice, the other Parties may elect to terminate the defaulting Party's participation effective at the end of the thirty (30) day notice period. Such action does not relieve the defaulting Party from continuing to make available to the Broadband Network the defaulting Party's leases, licenses, cable, equipment and/or facilities as previously pledged.

Article XIII - Indemnification

Section 13.1 Mutual Indemnity of Parties. To the extent permitted by law, each of the Parties shall defend, indemnify, protect, and hold harmless each of the other Parties, their officers, agents, and employees, from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any related nature, including without limitation, reasonable attorneys' fees, arising out of or resulting from the negligent acts or omissions of such Party or its officers, agents,

employees, contractors, successors, or assigns, in connection with its participation in the Consortium.

Section 13.2 Indemnity of Operating and Fiscal Agent. The Consortium and each of the Parties to this Agreement agree to defend, indemnify, protect and hold harmless the authorized OFA for the Consortium, their officers, agents and employees, from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings and expenses of any related nature, including without limitation, reasonable attorney fees, arising out of or resulting from good faith acts or omissions as the authorized operating and fiscal agent of the Consortium.

Article XIV - Notices

Section 14.1 Notices. All notices or communications required or permitted to be given under this Agreement shall be given to the Parties as follows:

Antrim County Clerk
203 E. Cayuga St.
Bellaire, MI 49615

Charlevoix County Clerk
203 Antrim St.
Charlevoix, MI 49720

Cheboygan County Clerk
870 South Main Street
Room #204
PO Box 70
Cheboygan, MI 49721

Northern Lakes Economic Alliance
Executive Director
P.O. Box 8
Boyne City, Michigan 49712

Article XV - Miscellaneous Provisions

Section 15.1 Assignments. The Parties may not assign or transfer any of their rights under this Agreement.

Section 15.2 Successors. The terms and conditions of this Agreement shall be binding upon the successors, if any, of any of the Parties.

Section 15.3 Authorized Signatures. Each of the Parties represents that it has caused this Agreement to be executed by authorized individuals, who are acting pursuant to official action of its respective board.

Section 15.4 Entire Agreement. This Agreement contains all of the terms of the Agreement among the Parties with respect to the Consortium. This Agreement may be amended only by written mutual consent of all of the Parties.

Section 15.5 Headings and Titles. The headings and titles in this Agreement are for convenience only and shall not be considered a part of or used in the interpretation of this Agreement.

Section 15.6 Interpretation and Severability. If any provision of this Agreement is over broad or unenforceable, the Agreement shall nevertheless be enforced to the extent permitted under applicable law. The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement.

Section 15.7 Governing Laws. This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

Acknowledged and Agreed to by:

Antrim County

By: _____
Printed Name: _____
Title: _____
Dated: _____

Charlevoix County

By: _____
Printed Name: _____
Title: _____
Dated: _____

Cheboygan County

By: _____
Printed Name: _____
Title: _____
Dated: _____

Northern Lakes Economic Alliance

By: _____

Printed Name: _____

Title: _____

Dated: _____

**BYLAWS AND RULES OF PROCEDURE FOR
Joint Governing Board of the
Northern Lakes Economic Alliance Broadband Consortium**

AUTHORITY

These bylaws are adopted by the Joint Governing Board of the Northern Lakes Economic Alliance Broadband Consortium pursuant to Article VII, Section 7.5 of the Consortium Agreement.

ARTICLE I: Name

The name of the Consortium is the Northern Lakes Economic Alliance Broadband Consortium (Consortium). The Consortium is a non-profit association of organizations and businesses consisting of for-profit and nonprofit entities, medical affiliates, and state and federal organizations.

ARTICLE II: Purpose

The purpose of the Consortium is as stated in Article II of the Consortium Agreement.

ARTICLE III: Joint Governing Board

The Joint Governing Board shall be as provided in Article VII of the Consortium Agreement.

ARTICLE IV: Joint Governing Board Meetings

Section 1: Joint Governing Board Regular Meetings. Regular meetings of the Joint Governing Board shall be held quarterly. Written notification to Board members of the dates, times, and locations of those meeting shall be given by the Operating and Fiscal Agent (OFA), as defined in the Consortium Agreement, by personal delivery, mail, or email no less than fifteen (15) calendar days prior to the meeting.

Section 2: Joint Governing Board Special Meetings. Special meetings of the Joint Governing Board may be called by the Chairperson or upon the written request of a majority of the Board members then serving submitted to the OFA. Written notification to Board members of the date, time, and location of any special meeting shall be given by the OFA no less than eighteen (18) hours prior to the meeting by personal delivery or email. Such notice shall include the agenda for the special meeting. Only matters recited on the agenda shall be considered at the special meeting, unless all members of the Board are present and agree to consider additional matters at the meeting.

Section 3: Joint Governing Board Quorum. A majority of the Joint Governing Board then serving and present at any meeting shall constitute a quorum of the Board for the transaction of business. Attendance at a meeting of the Joint Governing board may be via speaker telephone or video conferencing. Decisions of the Board shall be made by a majority of the members present and voting.

ARTICLE VI: Officers

Section 1: Officers. The officers of the Consortium shall be a Chairperson, Vice Chairperson, Treasurer, and Secretary selected by the Board. The Joint Governing Board may select such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable. Such officers shall perform the duties specified in Section 5 below, and shall perform such other duties as prescribed by the Joint Governing Board.

Section 2: Term of Office. Each officer shall hold office for one year or until his or her successor has been duly selected and assumes office. The officers of the Consortium shall be selected at the first meeting of Board each calendar year.

Section 3: Removal. Any officer selected by the Joint Governing Board may be removed from office by a majority vote of the entire Joint Governing Board then serving.

Section 4: Vacancies. A vacancy in any office because of death, resignation, removal, or otherwise, shall be filled by the Joint Governing Board for the unexpired portion by a majority vote of the Board members present and voting.

Section 5: Powers and Duties. Officers shall have such power and shall perform such duties as may from time to time be specified in resolutions or other directives of the Joint Governing Board.

A. The Chairperson. The Chairperson shall have general management oversight of the activities of the Consortium. The Chairperson shall preside over all meetings of the Joint Governing Board and all meetings of the membership organizations. The Chairperson shall make recommendations for the membership of all Standing and Ad Hoc Committees for approval by the Joint Governing Board.

B. The Vice Chairperson. The Vice Chairperson shall preside at all meetings if the Chairperson is unable to attend, and shall perform such other duties as assigned by the Chairperson or Joint Governing Board.

C. The Treasurer. The Treasurer shall oversee the financial activities of the Consortium. The Treasurer shall collect and hold Consortium funds under the direction of the Chairperson and shall disperse Consortium funds as authorized by the Joint Consortium Board. The Treasurer shall give an accounting of all receipts and disbursements at each meeting of the Joint Governing Board.

D. The Secretary. The Secretary shall be responsible for recording the minutes of all meetings of the Joint Governing Board and all meetings of the membership organizations meetings.

E. Consultants. The Joint governing Board may appoint a consultant to preview and review proposals, presentations and vendor contacts with telecommunications vendors and contractors on behalf of the Consortium. The consultant's purpose shall be to solicit vendor proposals, schedule vendor presentations, and limit the circumvention by vendors to prevent any direct, undue influence upon the members of the Joint Governing Board. The Board shall receive a report from the appointed consultant at scheduled Board meetings. The Joint Governing Board shall make final decisions regarding vendor contact with the Consortium.

ARTICLE VII: Ad Hoc Committees

Section 1: In accordance with the Consortium Agreement, the Joint Governing Board may create Ad Hoc Committees, establish their duties, and composition. Such Committees may include vendors, individuals, businesses, corporations, or associations, including without limitation, telecommunication companies, carriers, or vendors of telecommunications equipment or services or other services who apply and are accepted to serve on the Ad Hoc Committees. The Joint Governing Board is empowered to approve requests and assign the requesting persons to an Ad Hoc committee.

Section 2: Ad Hoc Committee members may be invited to attend certain Consortium activities, but shall have no voting rights, except on the Ad Hoc Committee on which they serve.

Section 3: Any vendor appointed to an Ad Hoc Committee shall remain free of any conflicts of interest and shall promptly disclose any such conflicts of interest to the OFA and the Joint Governing Board. After disclosing a conflict of interest, that Ad hoc Committee member shall recuse himself or herself from participating in all discussions related to and voting on any matter in which he or she has a conflict of interest.

ARTICLE VIII: Amendments

These bylaws may be changed, or amended, at any Joint Governing Board meeting by no less than a two-thirds majority of the entire Board membership then serving. The proposed changes and/or amendments shall be mailed to each Board member at least thirty (30) days prior to the meeting where the voting is scheduled to take place.

Adoption Date:

Approval Filed in Minutes by Secretary: