

AGENDA

GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

Friday, November 30, 2018 Governmental Center, 400 Boardman Avenue
Conference Room 300 – 3rd Floor Governmental Center
Traverse City, MI 49684
8:00 A.M.

1. Approval of September 28, 2018 Minutes 1-3
2. Approval of October 8, 2018 Special Meeting Minutes 4
3. Intergovernmental Agreement Amendment/By Laws 5-20
4. Gray Rd Sale/proceeds 21-27
5. Rennie School Rd 5/50 capture waiver resolution..... 28-31

PUBLIC COMMENT/INPUT

Any person shall be permitted to address a meeting of the Land Bank Authority (LBA), which is required to be open to the public under the provisions of the Michigan Open Meetings Act, as amended. (MCLA 15.261, et. seq.) Public comment shall be carried out in accordance with the following County Board Rules and Procedures:

- A. Any person wishing to address the LBA shall state his or her name and address.
- B. Persons may address the LBA on matters, which are relevant to county government issues.
- C. No person shall be allowed to speak more than once on the same matter, excluding time needed to answer Board questions. The Chairperson shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes; except as follows:
 1. Chairperson may, at his or her discretion, extend the amount of time any person is allowed to speak.
 2. Whenever a group wishes to address the Authority, the Chairperson may require that the group designate a spokesperson; the Chairperson shall control the amount of time the spokesperson shall be allowed to speak, which shall not exceed fifteen (15) minutes.

6. Other Business

7. Adjournment

GRAND TRAVERSE COUNTY
LAND BANK AUTHORITY (GTCLBA)

Minutes of September 28, 2018

Chair Scheppe called the meeting to order at 8:04 a.m. in Conference Room 300 located on the third floor of the Governmental Center, 400 Boardman Avenue, Traverse City, Michigan.

Members Present: Heidi Scheppe (Chair), Addison "Sonny" Wheelock, Dean Bott
Excused: Richard Lewis
Staff Present: Nate Alger, Chris Forsyth, Chris Cramer
Others Present: Scott Howard, Mac McClelland, Beth Friend

MOVED by Wheelock, seconded by Bott to approve the minutes of July 27, 2018.
APPROVED unanimously.

Gray Road Tower Hearing Update:

Attorney Scott Howard explained why we went back to court in answer to Sonny's question.

Sheryl Coyne discussed her proposal and their broadcasting plan/model. It is a community based program with their new morning show starting October 1, 2018. The Authority members agreed that they would consider working something out but no longer wish to deal with Mr. Henderson.

Various lease and/or purchase options were discussed and questions answered regarding who owned the property, tower and equipment. The land value only is estimated at approximately \$125,000.

MOVED by Wheelock, seconded by Bott to approve a lease agreement in the amount of \$2,500 per month beginning October 1, 2018, and moving forward with a purchase agreement.
APPROVED unanimously.

A check was received by the County Treasurer for the lease in the amount of \$7,500.00.

Sheryl encouraged Grand Traverse County to consider the station as a partner. Scott Howard will prepare the paperwork for the lease and purchase agreement.

Blair Township Traffic Signal/Road Improvements Development Agreement:

Scott Howard explained the Development and Reimbursement Agreement for Brownfield Plan.

MOVED by Wheelock, seconded by Bott to approve the Blair Township Traffic Signal/Road Improvements Development Agreement as presented. **APPROVED** unanimously.

The Brownfield Plan should include the additional work being required by the Road Comm..

Blair Township Rennie School Road Brownfield Amendment:

MOVED by Wheelock, seconded by Bott to amend the Brownfield Plan to increase Eligible

Notices:

A Land Bank training is being held in Marquette on October 4th.

Adjournment:

Meeting was adjourned @ 9:50 a.m..

GRAND TRAVERSE COUNTY
LAND BANK AUTHORITY (GTCLBA)
SPECIAL SESSION

October 8, 2018

Chair Scheppe called the meeting to order at 8:02 a.m. in Conference Room 300 located on the third floor of the Governmental Center, 400 Boardman Avenue, Traverse City, Michigan.

MEMBERS PRESENT: Heidi Scheppe, Dean Bott, Addison Wheelock, Richard Lewis (8:05)

STAFF PRESENT: Sarah Adams

OTHERS PRESENT: Jerry and Sheryl Coyne, Blarney Stone Broadcasting, Scott Howard

Gray Road Property Discussion: Update and options provided by Scheppe.

MOVED by Wheelock, seconded by Bott to approve Chair to facilitate Option #3 - offer property on Gray Road including tower to Blarney Stone for \$175,000 and authorize negotiation of sale by December 31 including quit claim deed for property and bill of sale for tower/equipment. **APPROVED** unanimously.

Cass Road Property Discussion: Scheppe presented item. Scheppe asked to obtain offer from neighboring property owner Mr. Broad, speak with City Manager, and bring back information to the next meeting.

MOVED by Lewis, seconded by Wheelock to defer action to next meeting after discussion with City. **APPROVED** unanimously.

Elmer's Change Order Approval: Update provided by Scheppe.

MOVED by Bott, seconded by Lewis to approve change order #1 for \$40,000 with Elmer's dated 10/4/18 for additional road work on Rennie School Road. **APPROVED** unanimously.

Proceeds for parcels to be put on next agenda for action to transfer to County for pension debt when available. Scheppe will check fund balance, projected income, and tif.

Public Comment/Input: None.

Other Business: None.

Moved by Bott, seconded by Scheppe to adjourn. Meeting adjourned at 8:28 a.m.

Heidi Scheppe, Chair

LAND BANK AUTHORITY

SUBJECT: By-Laws Vacant Planner Position

FROM: Heidi Scheppe

FOR MEETING DATE: November 30, 2018

SUBJECT DESCRIPTION:

The elimination of the County Planning position has caused the Land Bank board to be short one member with no ability to replace. The County Board and the Michigan Land Bank have amended their Intergovernmental Agreement to allow for the County Equalization Director to replace the County Planner as a board member. We need to amend our By Laws to reflect this change, and pass resolution stating that they are amended to remove the Planning Director and adding the Equalization Director.

Recommendation:

Approve First Amendment to Intergovernmental Agreement between Michigan Land Bank Fast Track Authority and Treasurer of the County of Grand Traverse, MI creating the Grand Traverse County Land Bank Authority to reflect board change.

Approve Amendment to Bylaw's Section 3.2 c) from The Grand Traverse County Planner to The Grand Traverse County Equalization Director or his/her designee as agreed to in the First Amendment to the Intergovernmental Agreement.

Pass resolution stating that the Bylaws are amended to remove the Planning Director and adding the Equalization Director.

First Amendment to the
Intergovernmental Agreement
Between the

MICHIGAN LAND BANK FAST TRACK AUTHORITY
And the
TREASURER OF THE COUNTY OF GRAND TRAVERSE, MICHIGAN
Creating the
GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

This First Amendment to the Intergovernmental Agreement executed by all parties as of August 29, 2006 (attached hereto as Exhibit A) is entered between the MICHIGAN LAND BANK FAST TRACK AUTHORITY, a Michigan public body corporate and politic, of 300 North Washington Square, Lansing, Michigan 48913 ("Michigan Authority") and the TREASURER OF THE COUNTY OF GRAND TRAVERSE, MICHIGAN of 400 Boardman Ave, Ste 104, Traverse City, Michigan 49684 ("County").

THE PARTIES AGREE AS FOLLOWS:

Article IV. Section 4.01 is hereby amended to read as follows:

Section 4.01. **County Authority Board Composition.** The County Authority shall be governed by the County Authority Board, a board of directors that shall be appointed within 30 calendar days of the Effective Date. Elected officials and other public officers as well as all other adult residents of Grand Traverse County, are eligible to serve as members of the County Authority Board to the extent permitted under Michigan law. The County Authority Board shall consist of the following members, except as provided in Section 4.02:

- a) The Treasurer
- b) The Grand Traverse County Administrator or his/her designee
- c) The Grand Traverse County Equalization Director or his/her designee
- d) One member of the County Board appointed by the County Board Chairman
- e) One member of the Grand Traverse County Brownfield Authority appointed by the County Board Chairman

The remainder of the Intergovernmental Agreement shall remain in full force and effect and is restated and incorporated as through fully re-written herein.

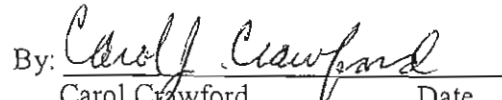
MICHIGAN LAND BANK
FAST TRACK AUTHORITY,
a Michigan public body corporate and politic


By: 
Josh Burgett
DIRECTOR, MICHIGAN LAND BANK
FAST TRACK AUTHORITY

Date: 10-10-18

COUNTY OF GRAND TRAVERSE

By: 
Heidi Scheppe Date
TREASURER, GRAND
TRAVERSE COUNTY

By: 
Carol Crawford, Date
CHAIR, GRAND TRAVERSE
COUNTY BD OF
COMMISSIONERS

HEREBY CERTIFY THIS COPY TO BE A
TRUE AND CORRECT COPY OF THE RECORD ON
FILE WITH THE OFFICE OF COUNTY CLERK
BONNIE SCHEELE
GRAND TRAVERSE COUNTY CLERK
BY: 
CLERK/DEPUTY COUNTY CLERK
DATE: November 19, 2018

BYLAWS
OF
GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

An authority organized pursuant to
the Michigan Land Bank Fast Track Act and an
Intergovernmental Agreement between the Michigan Land Bank Fast Track
Authority, and
the Treasurer of the County of Grand Traverse, Michigan

Adopted by the Board of Directors as of February 28th, 2007.

Amended November 30, 2018

TABLE OF CONTENTS

| | PAGE |
|---|------|
| ARTICLE ONE NAME, LOCATION AND OFFICES | 1 |
| 1.1 Name | 1 |
| 1.2 Office and Agent | 1 |
| ARTICLE TWO PURPOSE AND GOVERNING INSTRUMENTS | 1 |
| 2.1 Public Body Corporate | 1 |
| 2.2 Governing Instruments | 1 |
| ARTICLE THREE BOARD OF DIRECTORS | 1 |
| 3.1 Powers and Duties of the Board of Directors | 1 |
| 3.2 Initial and Regular Board of Directors | 2 |
| 3.3 Term of Office | 2 |
| 3.4 Removal | 3 |
| 3.5 Vacancies | 3 |
| 3.6 Conflict of Interest | 3 |
| ARTICLE FOUR MEETINGS OF THE BOARD OF DIRECTORS | 3 |
| 4.1 Regular Meetings; Notice | 3 |
| 4.2 Special Meetings; Notice | 3 |
| 4.3 Annual Meeting | 3 |
| 4.4 Waiver | 3 |
| 4.5 Quorum | 4 |
| 4.6 Vote Required for Action | 4 |
| 4.7 Adjournments | 4 |
| ARTICLE FIVE NOTICE AND WAIVER | 4 |
| 5.1 Procedure | 4 |
| 5.2 Waiver | 4 |
| ARTICLE SIX BOARD OF ADVISORS | 5 |
| 6.1 Appointment | 5 |
| 6.2 Purpose | 5 |
| ARTICLE SEVEN OFFICERS | 5 |
| 7.1 Number and Qualifications | 5 |
| 7.2 Removal | 5 |
| 7.3 Chairperson | 5 |
| 7.4 Vice-Chairperson | 5 |
| 7.5 Secretary | 5 |
| 7.6 Treasurer | 6 |
| ARTICLE EIGHT COMMITTEES OF DIRECTORS | 6 |
| 8.1 Executive Committee | 6 |

| | |
|---|----|
| 8.2 Other Committees of Directors..... | 7 |
| 8.3 Term of Appointment | 7 |
| 8.4 Chairman | 7 |
| 8.5 Vacancies | 7 |
| 8.6 Quorum..... | 7 |
| 8.7 Rules..... | 7 |
| ARTICLE NINE EMPLOYEES, CONTRACTED SERVICES | 7 |
| 9.1 Employees | 7 |
| 9.2 Executive Director..... | 8 |
| ARTICLE TEN CONTRACTS, CHECKS, DEPOSITS AND FUNDS | 8 |
| 10.1 Contracts..... | 8 |
| 10.2 Checks, Drafts, Notes, Etc | 8 |
| 10.3 Deposits | 8 |
| 10.4 Gifts..... | 8 |
| ARTICLE ELEVEN MISCELLANEOUS | 9 |
| 11.1 Books and Records..... | 9 |
| 11.2 Corporate Seal..... | 9 |
| 11.3 Fiscal Year | 9 |
| 11.4 Budget..... | 9 |
| 11.5 Audit | 9 |
| 11.6 Construction | 9 |
| 11.7 Table of Contents Headings..... | 10 |
| 11.8 Relation to Articles of Incorporation | 10 |
| ARTICLE TWELVE AMENDMENTS | 10 |
| 12.1 Power to Amend Bylaws | 10 |
| 12.2 Conditions | 10 |

BYLAWS
OF
GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

Incorporated under the laws of the State of Michigan

ARTICLE ONE

NAME, LOCATION AND OFFICES

1.1 Name. The name of this corporation shall be "Grand Traverse County Land Bank Authority" (hereinafter referred to as the "Corporation"). The Corporation may also elect to be identified simply as the "Grand Traverse County Land Bank"

1.2 Office and Agent. The Corporation shall maintain an office in the State of Michigan, and shall have an agent whose address is 400 Boardman Avenue, Traverse City, Michigan 49684. The initial agent of the Corporation shall be Heidi Scheppe, Treasurer, Grand Traverse County, Michigan.

ARTICLE TWO

PURPOSE AND GOVERNING INSTRUMENTS

2.1 Public Body Corporate. The Corporation shall be organized and operated as a land bank authority under the provisions of the Michigan Land Bank Fast Track Act, 2003 P.A. 258, 124.751 (the "Land Bank Act") and the Intergovernmental Agreement by and between the Michigan Land Bank Fast Track Authority and the Treasurer of the County of Grand Traverse, Michigan, dated August 29th, 2006 (hereinafter referred to as the Intergovernmental Agreement"). The Corporation is an authority governed by a Board of Directors.

2.2 Governing Instruments. The Corporation shall be governed by its articles of incorporation and its bylaws.

ARTICLE THREE

BOARD OF DIRECTORS

3.1 Powers and Duties of the Board of Directors.

- (a) Except as otherwise provided in the articles of incorporation of the Corporation or in these bylaws, all the powers, duties, and functions of the Corporation conferred by the Land Bank, Act, the Intergovernmental Agreement, the articles of incorporation, these bylaws, other state statutes,

common law, court decisions, or otherwise shall be exercised, performed, or controlled by the Board of Directors.

- (b) The Board of Directors shall be the governing body of the Corporation and shall have general charge of the affairs, property and assets of the Corporation it shall be the duty of the Board of Directors to determine the policies of the Corporation or changes therein, actively to prosecute the purposes and objectives of the Corporation, and, to this end, to manage and control all of its property and assets and to supervise the disbursement of its funds. The Board of Directors may adopt, by majority vote, such rules and regulations for the conduct of its business and the business of the Corporation as shall be deemed advisable, and, in the execution of the powers granted, may delegate certain of its authority and responsibility to an executive committee. Under no circumstances, however, shall any actions be taken which are inconsistent with the articles of incorporation and these bylaws. Members of the Board of Directors shall receive no compensation for service as a member of the Board of Directors, but shall be entitled to be reimbursed by the Corporation for actual and necessary expenses incurred in connection with performance of official functions of the Corporation subject to available appropriations.
- (c) The Board of Directors may, from time to time, appoint, as advisors, persons whose advice, assistance, and support may be deemed helpful in determining policies and formulating programs for carrying out the purposes and functions of the Corporation.

3.2 Initial and Regular Board of Directors. The Board of Directors of the Grand Traverse County Land Bank shall consist of five (5) persons as follows:

- (a) The Treasurer of Grand Traverse County;
- (b) The Grand Traverse County Administrator or his/her designee;
- (c) The Grand Traverse County Equalization Director or his/her designee.
- (d) One member of the County Board and one member of the Grand Traverse County Brownfield Authority both appointed by the County Board Chairman.

3.3 Term of Office. The Board of Directors appointed in accordance with Subsection 3.2 of these Bylaws, one shall be appointed for an initial term of one (1) year, two shall be appointed for an initial term of two (2) years, and two (2) shall be appointed for an initial term of three (3) years. Upon the expiration of the initial terms, all appointments shall be for a term of three years. Each director shall continue in office for a term for which he or she is appointed, or until his or her successor has been appointed and has qualified, or until his or her earlier death, resignation, removal or retirement. There shall be no limit on the number of successive terms of office a director may serve.

3.4 Removal. Other than the Treasurer of Grand Traverse County a director may be removed from office for cause by the Board of Commissioners of Grand Traverse County.

3.5 Vacancies. Any vacancy in the Board of Directors, other than the Treasurer, arising at any time and from any cause, may be filled for the unexpired term by the Board of Commissioners of Grand Traverse County. Each director so appointed shall hold office until the expiration of his term, or the unexpired term of his predecessor, as the case may be, and until his successor is appointed.

3.6 Conflict of Interest. A director who has a direct or indirect personal or financial interest in any matter before the Corporation shall disclose his or her interest prior to any action on the matter by the Corporation, which disclosure shall become part of the record of the Corporation's official proceedings. The disclosure shall be made by written instrument on a standard form approved by the Board of Directors, and copies of the disclosure form shall be filed with the Secretary of the Board of Directors. The interested director shall further refrain from participation in the Corporation's action relating to the matter. Each director, upon taking office and annually thereafter, shall acknowledge in writing that they have read and agreed to abide by this section.

ARTICLE FOUR

MEETINGS OF THE BOARD OF DIRECTORS

4.1 Regular Meetings. Notice. Regular meetings of the Board of Directors shall be held from time to time at such times and at such places as the Board of Directors may prescribe. Notice of the time and place of each such regular meeting shall be given by the secretary either personally or by telephone or by mail not less than two (2) nor more than thirty (30) days before such regular meeting. The meetings of the Board of Directors shall be public, and the appropriate notice of such meetings provided to the public. Notice of any and all meetings of the Board of Directors shall be given in accordance with the Open Meetings Act, 1976 P.A. 267, as amended. The Board of Directors shall meet at least annually.

4.2 Special Meetings Notice. Special meetings of the Board of Directors may be called by or at the request of the Chairperson or by any three (3) of the directors in office at that time. Notice of the time, place and purpose of any special meeting of the Board of Directors shall be given by the secretary either personally or by telephone or by mail at least twenty-four (24) hours before such meeting.

4.3 Annual Meeting. The first meeting of the Board of Directors in each calendar year shall be deemed to be the annual meeting of the Board of Directors. All officers of the Board of Directors shall be elected at the annual meeting by the Board of Directors, unless a vacancy in such office occurs prior to the annual meeting, and each officer shall hold such office until the following annual meeting.

4.4 Waiver. Attendance by a director at a meeting shall constitute waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called.

4.5 Quorum. A majority of the Board of Directors shall be required to constitute a quorum for the transaction of business. The Board of Directors shall act by a majority vote at a meeting at which a quorum is present. A quorum shall be necessary for the transaction of business. Presence in person for both quorum and voting may include electronic communication by which such member is both seen and heard.

4.6 Vote Required for Action. Except as otherwise provided in these bylaws or by law, the act of a majority of the directors present at a meeting at which a quorum is present at the time shall be the act of the Board of Directors. Adoption, amendment and repeal of a bylaw are provided for in Article Twelve of these bylaws. Vacancies in the Board of Directors may be filled as provided in Section 3.5 of these bylaws.

4.7 Adjournments. A meeting of the Board of Directors, whether or not a quorum is present, may be adjourned by a majority of the directors present to reconvene at a specific time and place. Notice of any reconvened meeting of the Board of Directors shall be given in accordance with the Open Meetings Act, 1976 P.A. 267, as amended. At any such reconvened meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting which was adjourned.

ARTICLE FIVE

NOTICE AND WAIVER

5.1 Procedure. Whenever these bylaws require notice to be given to any director, the notice shall be given as prescribed in Article Four. Whenever notice is given to a director by mail, the notice shall be sent first-class mail by depositing the same in a post office or letter box in a postage prepaid sealed envelope addressed to the director at his or her address as it appears on the books of the Corporation; and such notice shall be deemed to have been given at the time the same is deposited in the United States mail.

5.2 Waiver. Whenever any notice is required to be given to any director by the articles of incorporation or by these bylaws a waiver thereof in writing signed by the director entitled to such notice, whether before or after the meeting to which the waiver pertains, shall be deemed equivalent thereto but only in those circumstances in which such notice is not required by law.

ARTICLE SIX

BOARD OF ADVISORS

6.1 Appointment. The Board of Directors may appoint such persons as it reasonably deems necessary or desirable to act as the Board of Advisors of the Corporation. To the extent possible, the Board of Advisors should consist of representatives of the community who have demonstrated an interest in and commitment to the redevelopment of properties within the geographical boundaries of Grand Traverse County. The number of persons appointed to constitute the Board of Advisors shall be determined in the sole discretion of the Board of Directors.

6.2 Purpose. It shall be the function and purpose of the Board of Advisors to advise the Board of Directors on matters relating to the business and affairs of the Corporation, and to suggest or be available for consultation with regard to projects or activities which the Corporation may undertake, consistent with its purposes, in furtherance of its goals and objectives. The Board of Advisors shall serve solely in an advisory capacity.

ARTICLE SEVEN

OFFICERS

7.1 Number and Qualifications. The officers of the Corporation shall be members of the Board of Directors and shall consist of a Chairperson, who shall act as the chairperson of the Board of Directors, a secretary, a treasurer, and such other officers as may be designated by the Board of Directors. The Chairperson of the Corporation shall be the Treasurer of Grand Traverse County.

7.2 Removal. Any officer of the Corporation other than the Chairperson may be removed as an officer by the Board of Directors of the Corporation with or without cause at any time.

7.3 Chairperson. The Chairperson shall be the principal executive officer of the Corporation and shall preside at all meetings of the Board of Directors. Subject to any policies adopted by the Board of Directors, the Chairperson shall have the right to supervise and direct the management and operation of the Corporation and to make all decisions as to policy and otherwise which may arise between meetings of the Board of Directors, and the other officers and employees of the Corporation shall be under the Chairperson's supervision and control during such interim. The Chairperson shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.

7.4 Vice-Chairperson. The Vice-Chairperson, if such office has been designated by the Board of Directors, shall, in the absence or disability of the Chairperson, perform the duties and have the authority and exercise the powers of the Chairperson. The Vice Chairperson shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the Chairperson may from time to time delegate.

7.5 Secretary.

- (a) The secretary shall attend all meetings of the Board of Directors and record all votes, actions and the minutes of all proceedings in a book, to be kept for that purpose and shall perform like duties for the executive and other committees when required.
- (b) The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors.
- (c) The Secretary shall keep in safe custody the seal of the Corporation and, when authorized by the Board of Directors or the Chairperson, affix it to any instrument requiring it. When so affixed, it shall be attested by his or her signature or by the signature of the treasurer.
- (d) The Secretary shall be under the supervision of the Chairperson. He or she shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time delegate.

7.6 Treasurer.

- (a) The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the Corporation and shall deposit all monies and other valuables in the name and to the credit of the Corporation into depositories designated by the Board of Directors.
- (b) The Treasurer shall disburse the funds of the Corporation as ordered by the Board of Directors, and prepare financial statements each month or at such other intervals as the Board of Directors shall direct.
- (c) The Treasurer shall be under the supervision of the Chairperson. The Treasurer shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the Chairperson may from time to time delegate.

ARTICLE EIGHT

COMMITTEES OF DIRECTORS

8.1 Executive Committee. By resolution adopted by a majority of the directors in office, the Board of Directors may designate from among its members an executive committee which shall consist of three (3) or more directors, including the Chairperson or a Vice-Chairperson of the Corporation, which executive committee, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Corporation; provided, however, the designation of such executive committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law and such executive committee may not do the following:

- (a) Approve the dissolution or the sale, pledge, or transfer of all or substantially all of the Corporation's assets;
- (b) Elect, appoint, or remove directors or fill vacancies on the Board of Directors or on any of its committees; or
- (c) Adopt, amend, or repeal the Corporation's Articles of Incorporation or these Bylaws.

8.2 Other Committees of Directors. Other committees, each consisting of two (2) or more directors, not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of directors present at a meeting at which a quorum is present. Such resolution shall assign the duties and responsibilities of such committees. Except as otherwise provided in such resolution, members of each such committee shall be appointed by the Chairperson of the Corporation. Any member of any committee may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

8.3 Term of Appointment. Each member of a committee shall continue as such until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

8.4 Chairman. One member of each committee shall be appointed chairman thereof.

8.5 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

8.6 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum; and the act of a majority of members present at a meeting at which a quorum is present shall be the act of the committee.

8.7 Rules. Each committee may adopt rules for its own government, so long as such rules are not inconsistent with these bylaws or with rules adopted by the Board of Directors.

ARTICLE NINE

EMPLOYEES, CONTRACTED SERVICES

9.1 Employees. The Corporation may employ or otherwise contract for the services of any staff deemed necessary to carry out the duties and responsibilities of the Corporation. Such staff may be employed as employees of the Corporation, or the services of such staff may be retained pursuant to contracts with Grand Traverse County, with the Treasurer of Grand Traverse County, or other public or private entities.

9.2 Executive Director. The Board of Directors may select and retain an Executive Director. An Executive Director selected and retained by the Board of Directors shall administer the Corporation in accordance with the operating budget adopted by the Board of Directors, general policy guidelines established by the Board of Directors, other applicable governmental procedures and policies, and the Intergovernmental Agreement. The Executive Director shall be responsible for the day-to-day operations of the Corporation, the control, management, and oversight of the Corporation's functions; and supervision of all Corporation employees. All terms and conditions of the Executive Director's length of service shall be specified in a written contract between the Executive Director and the Board of Directors, provided that the Executive Director shall serve at the pleasure of the Board of Directors.

ARTICLE TEN

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

10.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. Such authority must be in writing and may be general or confined to specific instances. In the absence of such express authority granted by the Board of Directors, or a vacancy in the office to which the authority is delegated by the Board of Directors, the Chairperson shall have all authority necessary and appropriate to execute any and all documents, instruments and agreements on behalf of the Corporation.

10.2 Checks, Drafts, Notes, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such other manner as may from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the Chairperson or the Vice-Chairperson of the Corporation. The Board of Directors shall require all individuals who handle funds of the Corporation to qualify for a security bond to be obtained by the Corporation, at the expense of the Corporation, in an amount not less than \$100,000.00.

10.3 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

10.4 Gifts. The Corporation may acquire by gift, bequest, or devise any real or personal property or interests in real or personal property for the general purposes or for any special purpose of the Corporation on terms and conditions and in a manner the Board of Directors considers appropriate.

ARTICLE ELEVEN

MISCELLANEOUS

11.1 Books and Records. The Corporation shall keep and maintain at the principal office of the Corporation all documents and records of the Corporation. The records of the Corporation shall include, but not be limited to, a copy of the Intergovernmental Agreement along with any amendments to the Intergovernmental Agreement. The records shall also include correct and complete books and records of accounts and minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors. All records of the Corporation shall be made available to the public to the extent required by the Michigan Freedom of Information Act, 1976 P.A. 442, as amended. Not less than annually the Corporation shall file with the parties to the Intergovernmental Agreement, and with the Board of Commissioners of Grand Traverse County a report detailing the activities of the Corporation and any additional information as requested by such parties.

11.2 Corporate Seal. The corporate seal (of which there may be one or more exemplars) shall be in such form as the Board of Directors may from time to time determine.

11.3 Fiscal Year. The fiscal year of the Corporation shall begin on January 1 of each year and end on the following December 31.

11.4 Budget. The Board of Directors shall adopt annually a budget for all operations, income, expenses and assets. The Corporation shall be subject to and comply with the Budget Act, 1968 PA 2, MCL 14 1.421 to 141 .440a. The Executive Director shall prepare and the Board of Directors shall approve a budget for the Corporation for each Fiscal Year. Each budget shall be approved immediately preceding the beginning of the Fiscal Year of the Corporation.

11.5 Audit. The Corporation shall provide for the conduct of audits in accordance with section 6 to 13 of the Budget Act, 1968 PA 2, MCL 141.421 to 141 .440a, which shall be made available to the parties to the Intergovernmental Agreement. The Corporation may establish a dedicated audit committee of the Board of Directors for the purpose of overseeing the accounting and financial reporting processes of the Corporation and audits of its financial statements. The Corporation shall establish specific duties and obligations of the audit committee and standards and qualifications for membership on the audit committee. The Corporation may require at least one member to be specifically knowledgeable about financial reports.

11.6 Construction. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely. If any portion of these bylaws shall be invalid or inoperative, then, so far as is reasonable and possible:

- (a) The remainder of these bylaws shall be considered valid and operative.
- (b) Effect shall be given to the intent manifested by the portion held invalid or inoperative.

11.7 Table of Contents Headings. The table of contents and headings are for organization, convenience and clarity. In interpreting these bylaws, they shall be subordinated in importance to the other written material.

11.8 Relation to Articles of Incorporation. These bylaws are subject to, and governed by, the articles of incorporation and the Land Bank Act.

ARTICLE TWELVE

AMENDMENTS

12.1 Power to Amend Bylaws. The Board of Directors shall have the power to alter, amend, or repeal these bylaws, or adopt new bylaws; provided, however, that the Board of Directors shall have no power or authority to make any changes in the bylaws which would be inconsistent with the Land Bank Act or the Intergovernmental Agreement.

12.2 Conditions. Action by the Board of Directors with respect to these bylaws shall be taken by the affirmative vote of a majority of all directors then holding office.

LAND BANK AUTHORITY

SUBJECT: Gray Rd Tower Sale

FROM: Heidi Scheppe

FOR MEETING DATE: November 30, 2018

SUBJECT DESCRIPTION:

At the October 8, 2018 meeting we agreed to sell the Gray Road property and Tower to Blarney Stone Broadcasting for \$175,000.00. We have been working with counsel to prepare a purchase agreement and get the property sold before then end of the year. As you know we have held this property for many years incurring legal fees to determine ownership of the land and tower. We bought the property from tax foreclosure for \$11,930.35 and had additional attorney fees of approximately \$80,000 over the years

Recommendation:

Authorize Chair to sign Agreement for the Sale and Purchase of Real Estate for sale of Gray road property.

Discuss net proceeds of \$83,000.00 from sale of property to be transferred to General Fund for additional Pension contribution.

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

This AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE ("Agreement") is made on the 19 day of November 2018, by and between the GRAND TRAVERSE COUNTY LAND BANK AUTHORITY, a Michigan municipal entity having an address at 400 Boardman Ave., Traverse City, MI 49684 ("Seller"), and BLARNEY STONE BROADCASTING, INC., a Michigan corporation, having an address at 6514 Old Lake Road, Grayling, Michigan 49738 ("Purchaser"); the Purchaser and Seller may be collectively referred to throughout this Agreement as the "Parties").

RECITALS

- A. Seller owns certain real property in Long Lake Township, Grand Traverse County, Michigan bearing Parcel ID No. 08-001-012-00, commonly referred to as 5677 Gray Road, and more fully described in the attached **Exhibit A** (the "Property");
- B. Title to the Property vested with the Seller through the February 21, 2012 Judgment of Foreclosure entered by the Grand Traverse County Circuit Court in civil case number 11-28604-CZ and the operation of state law, including, but not limited to, MCL §211.78;
- C. A Tower is located on the Property, and that Tower has been determined to be a fixture on the property by the Grand Traverse Circuit Court; and
- D. For and in consideration of the mutual covenants and benefits derived and to be derived from this Agreement by the Seller and the Purchaser, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

TERMS AND CONDITIONS

1. **Purchase Price & Payment.** The total purchase price for the Property shall be One Hundred Seventy-Five Thousand dollars (\$175,000.00). The Purchaser shall make a payment of the Purchase Price to the Seller at closing by cashier's check payable to Grand Traverse County or by direct wire transfer into an account designated by the Seller prior to closing.
2. **Transfer of Title.** The Closing of this transaction shall be consummated by the execution of a Quit Claim Deed by the Seller more or less in the form of the proposed Quit Claim Deed attached as **Exhibit B** (the "Deed"). Title to the property shall also include the existing Tower on the Property, and all of Seller's right, title and interest in any personal property on the Property. The Parties acknowledge that certain radio equipment is currently located on the Tower, the ownership of which is in dispute. This Agreement shall not be a land contract, and all other terms and conditions of the purchase and sale of the Property are intended to be in accordance with the provisions set forth below.
3. **Waiver of Right to Inspect and Conduct Due Diligence; Property Sold As-is.** The Purchaser acknowledges that it is familiar with the Property, and waives all rights to conduct

any and all inspections of the property, examine and make any objections to title, or any other due diligence related to the Property. Purchaser agrees to purchase the Property in "as-is, where is" condition, with no warranties expressed or implied. Purchaser likewise agrees to purchase the Tower or any personal property on the Property in its "as-is, where is" condition, with no warranties expressed or implied. Purchaser understands and waives any claim against seller related to the ownership of the radio equipment located on the Tower, and Purchaser will be responsible for negotiating separately with the purported owner of the equipment on the Tower as to use of the Tower. Purchaser understands and acknowledges that the Property is located in the vicinity of properties that have been historically operated as farms, orchards, and other agricultural operations with potential applications of pesticides and fertilizers on a seasonal basis as is customary in this region. Seller has not performed a Baseline Environmental Assessment on and concerning the entirety of the Property. Purchaser shall be responsible for making its own independent investigations regarding environmental conditions affecting the Property, and Purchaser further understands that it may be subject to liability for remediation of any contamination on the Property under Michigan law unless Purchaser conducts its own independent investigation and obtains his/her own BEA, if applicable, within 45 days of Purchaser's acquisition of ownership or occupancy rights with respect to the Property.

4. **Title Insurance.** Purchaser may, at Purchaser's option, require Seller to procure a title insurance policy for the Property in an amount acceptable to Purchaser. If Purchaser elects to have Seller procure a title policy, the Purchaser shall reimburse Seller for the cost of the policy at closing.

5. **Closing.** Closing shall be no later than December 28, 2018, and shall be held at a mutually acceptable title company.

6. **Conveyance and Delivery at Closing.** At closing, the Seller shall deliver to the Purchaser an executed Deed (as set forth in ¶2) and any affidavits or documents required by the title insurance company. All documents to be prepared by or on behalf of the Seller for Closing must be submitted to the Purchaser at least five (5) days before Closing. The Seller shall deliver possession of the Property to Purchaser at Closing.

7. **Closing Expenses.** The Parties shall each be responsible for their own costs of review and documentation of the agreements constituting this transaction, including each party's own attorney fees related to the consummation of this transaction (outside of enforcement, as set forth below).

8. **Tax Proration.** Property taxes (if any) shall be prorated on a calendar year basis as if paid in arrears, so that Purchaser will be responsible for and shall pay the portion of 2018 taxes after the execution of this Agreement to the end of the year prior to said property taxes becoming subject to penalties.

9. **Property Transfer Tax.** Tax assess on the transfer of the real property shall be paid by the Purchaser.

10. **Risk of Loss.** All risk of loss or damage to the Property will pass from the Seller to the Purchaser at Closing. In the event of damage to or destruction of all or any portion of the Property between the execution of this Agreement and the date of Closing, the Seller will notify

the Purchaser of the nature and extent of such damage or destruction within two (2) business days of Seller's receipt of notice of such damage or destruction.

11. **Binding Effect; Assignment.** The terms of this Agreement and all rights, interests, and obligations granted hereunder shall constitute covenants and obligations that are binding on any transferee, heir, or assignee of the parties or interests in the Property. Purchaser may not assign its rights under this Agreement without written consent of Seller.

12. **Default & Waiver.** If Purchaser defaults, Sellers may elect to retain Purchaser's Option payment(s) as liquidated damages and in such case neither party shall have any further obligations to the other. If Sellers default, Purchaser may elect to have Purchaser's deposit returned, in which case neither party shall have any further obligations to the order hereunder, or, in the alternative, Purchaser may seek specific performance of this Agreement. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

13. **Authority.** The Parties' representatives below affirm and represent that they are fully empowered and have been duly authorized by their respective governing boards to execute this Agreement.

14. **Remedies.** A party's failure to comply with any term of this Agreement shall constitute a breach of this Agreement. The election of any one available remedy shall not constitute a waiver of other available remedies.

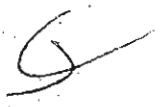
15. **Attorney Fees.** In the event it is necessary for any party to retain legal counsel or institute legal proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party, in addition to all other remedies, all costs of such enforcement, including, without limitation, reasonable attorneys' fees and court costs, including appellate proceedings, whether or not any action is prosecuted to judgment.

16. **Real Estate Brokers.** The parties agree and represent to one another that no real estate brokers are involved in this transaction. Each party agrees to indemnify the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of the transaction.

17. **Amendment.** No variation, modification, or alteration of these terms shall be binding on either party unless set forth in an express and formal written amendment executed by both Parties to this Agreement.

18. **Statement.** Each undersigned party to this transaction acknowledges that s/he has read and understands this Agreement, and hereby acknowledges receipt of a copy of this document. When used herein, the singular includes the plural, and the masculine includes the feminine.

19. **Counterparts.** This Agreement may be executed in one or two counterparts, each of which will be an original and all of which together constitute one and the same document.



20. **Entire Agreement.** This Agreement embodies the entire Agreement of the Parties and supersedes any prior or contemporaneous understandings or written or oral agreements between them concerning the Property.

21. **Invalidity.** If a court of competent jurisdiction should declare one or more clauses or provisions of this Agreement invalid, the other provisions shall remain in effect and binding upon the Parties.

22. **Venue and Jurisdiction.** This Agreement shall be construed according to the laws of the State of Michigan. Venue for any action related to this Agreement shall be in Grand Traverse County, Michigan.

[signature page follows]

SELLER

GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE) ss.

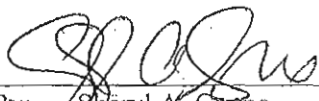
Acknowledged before me on this ___ day of _____ 2018, by Heidi Scheppe, the Chairwoman of the Grand Traverse County Land Bank Authority, who has been duly authorized to enter into this Agreement by the members of said Authority.

Notary Public

County, Michigan
Acting in _____ County
My commission expires: _____

PURCHASER

BLARNEY STONE BROADCASTING, INC.


By: Sheryl A. Coyne
Its: President

STATE OF MICHIGAN)
COUNTY OF Crawford) ss.

Acknowledged before me on this 19 day of November 2018, by Sheryl A. Coyne as President and duly authorized representative of Blarney Stone Broadcasting, Inc.

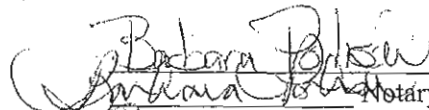

Notary Public
Kosciusko County, Michigan
Acting in Crawford County
My commission expires: 4-16-2024



EXHIBIT A
GRAY ROAD PROPERTY DESCRIPTION

5677 GRAY RD LL 11-2 N 800' OF S 1599.19' OF W 800' OF E 833' OF NE 1/4
SEC 1 T27N R 12W.

Grand Traverse County Land Bank Authority

SUBJECT: Resolution to Waive 5/50 Special Tax – Rennie School Road Property

FROM: Mac McClelland

FOR MEETING DATE: November 30, 2018

SUMMARY: Act 260, PA 2003 provides for the levy of a specific tax upon property sold or otherwise conveyed by a Land Bank Authority equal to 50% of the equivalent property tax levy for a period of five years to assist with the costs of administration of the Land Bank Authority.

Act 261, PA 2003 provides the authorization for the Authority to waive five-year, 50 percent Specific Tax if the property is included in a Brownfield Plan, the Brownfield Plan includes assistance provided to the Authority authorized by Act 381, and the Authority has entered into a reimbursement agreement. Act 261 is attached.

The following is an excerpt from Act 381 of the assistance provided to the Authority:

Section 2(o)(iii)(B) Assistance to a land bank fast track authority in clearing or quieting title to, or selling or otherwise conveying, property owned by or under the control of a land bank fast track authority or the acquisition of property by the land bank fast track authority if the acquisition of the property is for economic development purposes.

The references reflected in Act 261 have been changed in subsequent amendments to the Brownfield Act, Act 381, PA 1996.

The full availability of property taxes for capture and reimbursement for Brownfield Eligible Activities is critical to the successful private redevelopment, and the 5/50 LBA specific tax would significantly limit available revenues.

Attached is the resolution for GTCLBA consideration to waive the 5/50 specific tax under Act 261..

RECOMMENDATION:

Approve the resolution for the Grand Traverse County Land Bank Authority to waive the five year, 50 percent specific tax for the Rennie School Road property.

GRAND TRAVERSE COUNTY LAND BANK
AUTHORITY

**RESOLUTION TO WAIVE THE SPECIFIC TAX (5/50 TAX) FOR THE RENNIE SCHOOL
ROAD PROPERTY**

WHEREAS, the Land Bank Fast Track Act, 2003 PA 258, being MCL 124.751 *et seq.*, ("the Act") establishes the State Land Bank Fast Track Authority; and

WHEREAS, the Act allows a foreclosing governmental unit, such as the Grand Traverse County Treasurer, to enter into an intergovernmental agreement with the State Land Bank Fast Track Authority providing for the exercise of the powers, duties, functions, and responsibilities of an authority under the Act, and for the creation of a County Land Bank Fast Track Authority (the "Authority") to exercise those functions; and

WHEREAS, the Grand Traverse County Treasurer, with Grand Traverse County Board of Commissioners approval, has entered into such an intergovernmental agreement under the Act; and

WHEREAS, the State of Michigan's 96th Legislature passed House Bill No. 5646 in 2012, which is an amendment to Public Act 260 of 2003; and

WHEREAS, Act 261, PA 2003 allows Land Bank Authorities to exempt eligible tax reverted property from the eligible tax reverted property specific tax if the property is included in the Brownfield Plan, the Brownfield Plan includes assistance provided to the Authority authorized by Section 2(o)(iii)(B), and the Authority has entered into a reimbursement agreement; and

WHEREAS, the Grand Traverse County Land Bank received property comprising approximately 76 acres at the southwest corner of Rennie School Road and US 31 South through tax foreclosure that has been or will be sold for private redevelopment; and

WHEREAS, a Brownfield Plan has been prepared and approved by the Grand Traverse County Brownfield Redevelopment Authority and the Grand Traverse County Board of Commissioners, with the concurrence of the Blair Township Board of Trustees, to reimburse certain Eligible Activities through the capture of increased incremental taxes that are critical to the private investment, job creation, and future increased property taxes;

WHEREAS, an amended Brownfield Plan has been prepared to include additional Eligible Activities, including assistance provided to the Authority, which is anticipated to be approved under the provisions of Act 381;

THEREFORE, BE IT RESOLVED, that the Authority approves waiving the specific tax for the Rennie School Road property.

Aye:
Nay:
Abstain:
Absent:

Approved: _____

Act No. 261
Public Acts of 2003
Approved by the Governor
January 5, 2004
Filed with the Secretary of State
January 5, 2004
EFFECTIVE DATE: January 5, 2004

**STATE OF MICHIGAN
92ND LEGISLATURE
REGULAR SESSION OF 2003**

Introduced by Reps. Stallworth and DeRossett

ENROLLED HOUSE BILL No. 4481

AN ACT to amend 1893 PA 206, entitled "An act to provide for the assessment of rights and interests, including leasehold interests, in property and the levy and collection of taxes on property, and for the collection of taxes levied; making those taxes a lien on the property taxed, establishing and continuing the lien, providing for the sale or forfeiture and conveyance of property delinquent for taxes, and for the inspection and disposition of lands bid off to the state and not redeemed or purchased; to provide for the establishment of a delinquent tax revolving fund and the borrowing of money by counties and the issuance of notes; to define and limit the jurisdiction of the courts in proceedings in connection with property delinquent for taxes; to limit the time within which actions may be brought; to prescribe certain limitations with respect to rates of taxation; to prescribe certain powers and duties of certain officers, departments, agencies, and political subdivisions of this state; to provide for certain reimbursements of certain expenses incurred by units of local government; to provide penalties for the violation of this act; and to repeal acts and parts of acts," (MCL 211.1 to 211.157) by adding section 7gg.

The People of the State of Michigan enact:

Sec. 7gg. (1) Property, the title to which is held by a land bank fast track authority under the land bank fast track act, is exempt from the collection of taxes under this act.

(2) Except as otherwise provided in subsection (3), real property sold or otherwise conveyed by a land bank fast track authority under the land bank fast track act is exempt from the collection of taxes under this act beginning on December 31 in the year in which the property is sold or otherwise conveyed by the land bank fast track authority until December 31 in the year 5 years after the December 31 on which the exemption was initially granted under this subsection.

(3) Subsection (2) does not apply to property included in a brownfield plan under the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 to 125.2672, if all of the following conditions are satisfied:

(a) The brownfield plan for the property includes assistance provided to a land bank fast track authority authorized by section 2(l)(iv)(E) of the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2652.

(b) If the land bank fast track authority has issued bonds or notes, or has entered into a reimbursement agreement, pledging or dedicating the specific tax levied under the tax reverted property clean title act prior to the sale of the property to which the exemption under subsection (2) applies, the land bank fast track authority approves the release of the exemption provided under subsection (2).

(4) Property exempt from the collection of taxes under subsection (2) is subject to the specific tax levied under the tax reverted property clean title act.

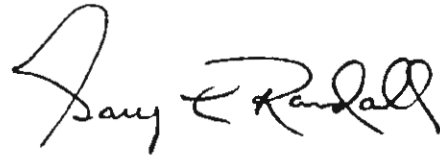
(147)

(5) As used in this section, "land bank fast track authority" means a land bank fast track authority created under the land bank fast track act.

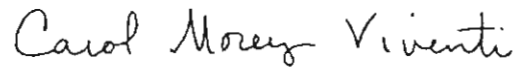
Enacting section 1. This amendatory act does not take effect unless all of the following bills of the 92nd Legislature are enacted into law:

- (a) House Bill No. 4480.
- (b) House Bill No. 4482.
- (c) House Bill No. 4483.
- (d) House Bill No. 4484.
- (e) House Bill No. 4488.

This act is ordered to take immediate effect.



.....
Clerk of the House of Representatives



.....
Secretary of the Senate

Approved

.....
Governor