

BENZIE COUNTY BOARD OF COMMISSIONERS

448 COURT PLACE – BEULAH, MI 49617 – (231) 882-9671
www.benzieco.net

MEETING AGENDA

August 23, 2016

Commissioners Room, Governmental Center, Beulah, Michigan

PLEASE TURN OFF ALL ELECTRONIC DEVICES

9:00 a.m. CALL TO ORDER
 ROLL CALL
 INVOCATION AND PLEDGE OF ALLEGIANCE
 APPROVAL OF AGENDA
 APPROVAL OF MINUTES – 8/9/2016
 PUBLIC INPUT
 ELECTED OFFICIALS & DEPT HEAD COMMENTS
 COMMISSIONER REPORTS
 COUNTY ADMINISTRATOR'S REPORT – Technology
 FINANCE – Approval of Bills; Penal Fines Report; Consent Calendar
 HR and PERSONNEL – Consent Calendar
 COMMITTEE APPOINTMENTS – SWAC; EMS
 ACTION ITEMS – Long Distance Contract; Extension Agreement with Council on
 Aging and Benzie Home Health Care
 PRESENTATION OF CORRESPONDENCE
 NEW BUSINESS –
10:00 Dan Smith, Jail Programs Update with video
10:15 Lisa Hoppe, 44 North, Health Insurance
10:30

 PUBLIC COMMENT
 ADJOURNMENT

Times Subject to Change

THE COUNTY OF BENZIE WILL PROVIDE NECESSARY REASONABLE AUXILIARY AIDS AND SERVICES, SUCH AS SIGNERS FOR THE HEARING IMPAIRED AND AUDIO TAPES OF PRINTED MATERIALS BEING CONSIDERED AT THE MEETING, TO INDIVIDUALS WITH DISABILITIES AT THE MEETING OR HEARING UPON THIRTY (30) DAYS NOTICE TO THE COUNTY OF BENZIE. INDIVIDUALS WITH DISABILITIES REQUIRING AUXILIARY AIDS OR SERVICES SHOULD CONTACT THE COUNTY BY WRITING OR CALLING THE FOLLOWING:

BENZIE COUNTY CLERK
448 COURT PLACE
BEULAH MI 49617
(231) 882-9671

This notice was posted by Dawn Olney, Benzie County Clerk, on the bulletin board in the main entrance of the Benzie County Governmental Center, Beulah, Michigan, at least 18 hours prior to the start of the meeting. This notice is to comply with Sections 4 and 5 of the Michigan Open Meetings Act (PA 267 of 1976).

PUBLIC INPUT

Purpose: The Benzie County Board of Commissioners is a public policy setting body and subject to the Open Meetings Act (PA 267 of 1976). The Board also operates under a set of "Benzie County Board Rules (section 7.3)" which provides for public input during their meetings. It continually strives to receive input from the residents of the county and reserves two opportunities during the monthly scheduled meeting for you the public to voice opinions, concerns and sharing of any other items of common interest. There are however, in concert with meeting conduct certain rules to follow.

Speaking Time: Agenda items may be added or removed by the board but initially at least two times are devoted to Public Input. Generally, however, attendees wishing to speak will be informed how long they may speak by the chairman. All speakers are asked to give their name, residence and topic they wish to address. This and the statements/comments will be entered into the public record (minutes of the meeting). Should there be a number of speakers wishing to voice similar opinions, an option for a longer presentation may be more appropriate for the group and one or more speakers may talk within that time frame.

Group Presentations -- 15 minutes
Individual Presentations -- 3 minutes

Board Response: Generally, as this is an "Input" option, the board will not comment or respond to presenters. Silence or non-response from the board should not be interpreted as disinterest or disagreement by the board. However, should the board individually or collectively wish to address the comments of the speaker(s) at the approval of the Chair and within a time frame previously established, responses may be made by the board. Additionally, the presenter may be in need of a more lengthy understanding of an issue or topic and may be referred to a committee appropriate to address those issues.

Public Input is very important in public policy settings and is only one means for an interchange of information or dialogue. Each commissioner represents a district within the county and he/she may be individually contacted should greater depth or understanding of an issue be sought. Personal contact is encouraged and helpful to both residents and the board.

Commissioner Contacts:

| | | |
|-----------------|--------------------------------------------------------------------------------|--------------|
| District I -- | Lisa Tucker (Almira East of Reynolds Road)..... | |
| District II -- | Vance Bates (Almira Twp West of Reynolds Road, Platte and Lake Townships)..... | |
| District III - | Roger Griner (Crystal Lake, Frankfort)..... | 651-0757 |
| District IV - | Coury Carland (Benzonia)..... | 231-930-7560 |
| District V - | Frank Walterhouse (Homestead)..... | 325-2964 |
| District VI - | Evan Warsecke (Colfax, Inland)..... | 640-2319 |
| District VII -- | Gary Sauer (Blaine, Gilmore, Joyfield, Weldon)..... | 651-0647 |

THE BENZIE COUNTY BOARD OF COMMISSIONERS

August 9, 2016

The Benzie County Board of Commissioners met in a regular meeting on Tuesday, August 9, 2016, 448 Court Place, Government Center, Beulah, Michigan.

The meeting was called to order by Chairman Roger Griner at 9:00 a.m.

Present were: Commissioners Bates, Carland (arrived at 9:01), Griner, Sauer, Tucker (arrived at 9:02), Walterhouse and Warsecke

The invocation was given by Commissioner Griner followed by the pledge of allegiance.

Agenda:

Motion by Sauer, seconded by Carland, to approve the agenda as amended, adding Kurt Schindler at 10:00 for Benchmarking Part D. Ayes: Bates, Carland, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Motion carried.

Minutes:

Motion by Walterhouse, seconded by Warsecke, to approve the regular session minutes of July 26, 2016 as amended, correcting Carol McKee statement during public input. Ayes: Bates, Carland, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Motion carried.

Chairman Griner stated that we are all waiting for a report on the Maples from Ed Hale.

9:03 a.m. Public Input – None

ELECTED OFFICIALS & DEPT HEAD COMMENTS:

Kyle Rosa, Undersheriff, provided an update to the board regarding the K-9 dog Dasty and his medical condition – they have sent registered letters in hopes of reaching an agreement with the company that they acquired Dasty from – no response has been received yet; last Wednesday Sgt. Ketz attempted to do more training with Dasty and he was unable to perform.

Frank Post, Emergency Management, provided the July 2016 monthly activity report; he met on July 11 with the National Lakeshore and Benzie County CERT to discuss consolidating services; he talked about the grant projects and some upcoming trainings; we have received a Hazardous Mitigation grant for the M-115 property on Crystal Lake at the outlet – \$128,000 project and there is a 25% match required -- no general fund dollars will be used. Comm Carland inquired regarding a possible generator for the airport and Frank indicated that if it is a public entity, it is possible.

Jaime Croel, Animal Control Officer, stated that everything at the shelter is going well; she reported on the Animal Welfare League fundraiser with Dr. Dee who took six kittens back to Fairbanks Alaska with her.

Amy Bissell, Register of Deeds, gave an update on SB 599 – the flat fee bill – which has been signed by the Governor and she will write an article for the newspaper; the bill was started by Michigan Land and Title and will take effective October 1, 2016. She is President of the Register's Association this year and their summer conference will be at Crystal Mountain in September.

Benzie Transportation Authority finance report for June 2016 received.

COMMISSIONERS

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August 9, 2016

COMMISSIONER REPORTS

Comm Carland reported on the Airport Authority and the need to get the utility rating back; the Airport Layout Plan; attended the Networks Northwest meeting last night in Traverse City and stated they talked about a web site that shows a culmination of all motorized and non-motorized trails in one place – the web site is: UpNorthTrails.org. The Airport Authority has received a letter from MDOT regarding unused funds – they voted to send the money to the FAA; then Thursday at their meeting they voted to reverse that vote and will now request to send the funds to Antrim County Airport -- \$132,000. He attended the Village and Township of Benzonia meetings and they are discussing how to piggy back with MDOT US-31 upgrades in 2020 – Road House down to the river.

Comm Bates stated that he didn't have a lot to report but stated that Consumers Energy or DTE is a supporter of Centennial Farms program and this year Charlie Brozofsky's farm in Benzonia Township now holds the designation – agriculture is very important in Benzie County.

Comm Walterhouse reported that he attended the Homestead Township meeting; he also spoke regarding the meeting in Frankfort with the Airport Authority – he feels that we have made progress.

Comm Tucker has nothing to report.

Comm Warsecke has nothing to report.

Comm Sauer reported on Veterans Affairs taking bids on the concrete; the VA is planning to close the VA hospitals over the next 25-30 years; one of the issues covered at the Health Dept meeting was swimmers itch; over 13 lake associations received \$200,000 grant to research it.

Comm Griner stated that swimmers itch is in the inland lakes not the Great Lakes; Sunday morning he drove by the Thompsonville airport and there were six planes there; they are working on a grant to pave the road into Point Betsie; will meet Saturday with a lady from Muskegon regarding cruise ships; he attended the AuSable Canoe Marathon sponsored by Consumers Power.

COUNTY ADMINISTRATOR'S REPORT – Mitch Deisch

- Animal Control interviews have been conducted and will schedule four more this week and next week.
- Budget review process here after the MSU presentation.
- Finance at 1 p.m. and Technology at 3 p.m. today.
- Medical Examiner – he is pushing to move forward with Dr. Goslinoski.

FINANCE

Bills: Motion by Walterhouse, seconded by Carland, to approve payment of the bills in the amount of \$385,944.43, as presented. Roll call. Ayes: Bates, Carland, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Motion carried.

Library Penal Fines report to be carried over to August 26 for discussion by the County Treasurer.

HR AND PERSONNEL – None

COMMISSIONERS

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August 9, 2016

COMMITTEE APPOINTMENTS

DHHS: Motion by Tucker, seconded by Sauer, to appoint Gaylord Jowett to the DHHS Board to fill a vacancy through October 31, 2017. Ayes: Bates, Carland, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Motion carried.

ACTION ITEMS

MERS Purchase Request: Motion by Warsecke, seconded by Tucker, to authorize Kirk Parker to purchase five years of generic time from MERS as requested. Roll call. Ayes: Bates, Carland, Griner, Tucker, Walterhouse and Warsecke Nays: Sauer Motion carried.

10:05 a.m. Break – Comm Tucker Excused

10:11 a.m. Reconvene

Kurt Schindler, MSU Extension presents the Benchmark Benzie! Part D: Economic Development Services. We have to change the way we think, act and do business at every level. You need growth for your tax base to grow as well; we need to identify what the new economy is – it is extremely important to have an economy that is rich in talent and ideas. Local government needs to enhance talent assets; enhance community assets and enhance business climate. He discussed the need for a Planning Commission and a Strategic Plan. Over the short term, you need to look at fiscal stability -- you have a millage rate problem – that is not something to ignore. Long term – you need affordable housing, a shift in the new housing tastes, you need to attract new construction, you need intergovernmental cooperation.

Comm Carland stated that he has submitted a grant request to Networks Northwest for administrative services and master plan services – will hear from Sarah Lucas next week.

CORRESPONDENCE

- Antrim County Resolution regarding Dark Stores/Michigan Tax Tribunal received.
- Allegan County resolution SB 39, to amend the Natural Resources and Environmental Protection Act received.
- Veterans Affairs minutes of July 11, 2016 received.
- Benzie-Leelanau District Health Dept minutes of July 28, 2016 received.
- E-911 Technical Surcharge Pool Financial Statements for years ended December 31, 2015 and 2014 received.

NEW BUSINESS – None

OLD BUSINESS – Continue 2016-17 Budget Discussions

Mitch Deisch, County Administrator, provided an update on the 2016-17 budget – departments have cut expenditures for next year, revenues have dropped, there will be an increase in the MERS (retirement) and health insurance.

Comm Walterhouse stated that he is happy with where we stand.

Mitch asked how we could produce an executive budget summary that is easy to understand to the public; he will present a concept to the finance committee today; then to the full board prior to going out to the public.

COMMISSIONERS

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August 9, 2016

10:57 a.m. Public Input

Mary Hoyt, Benzonia Township, talked about the Chamber of Commerce, Benzie Central Education Foundation, Traverse City Chamber, DDA for Downtown Beulah and has spent a lot of time with economic development; if you live long enough, you learn that life has cycles and it was disturbing when zoning did change from the county to the townships. She asks the board why they aren't stepping in with the Maples issues – those fixes are like throwing darts at the wall.

Jerry Brace, Beulah, stated that his wife is in the Maples, congratulations to all of you for appointing Gaylord to the DHHS board, he is a good man. Why isn't there a plan for getting a roof on the Maples; you need to discuss and write a plan for where the money will come from to put a new roof on the building as soon as possible and make sure the builder and the architect be bonded; let's work together and get a plan then let the people know.

Kathy Howland, Thompsonville, stated that as a county we have failed our elderly; it is heart breaking to see the cracks in the walls, equipment that does not work; as a community we have failed them. How many of those people have devoted their lives to this county and we are not doing anything to help them.

11:13 a.m. Public Input Closed

Motion by Carland, seconded by Bates, to adjourn until the August 23, 2016 Regular meeting or the call of the chair. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None
Exc: Tucker Nays: None Motion carried

Roger L. Griner – Chair

Dawn Olney, Benzie County Clerk

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1. To approve the agenda as amended.
2. To approve the regular session minutes of July 26, 2016 as amended.
3. To approve payment of the bills in the amount of \$385,944.43, as presented.
4. Appointed Gaylord Jowett to the DHHS Board to fill a vacancy through October 31, 2017.
5. Authorized Kirk Parker to purchase five years of generic time from MERS as requested.

Elected Officials and Department Head Comments

BENZIE COUNTY COUNCIL ON AGING, INC.
BOARD OF DIRECTORS MEETING
AUGUST 17, 2016
THE GATHERING PLACE SENIOR CENTER, HONOR
4:30 p.m. – 6:00 p.m.

Please turn off your cell phones and any other electronic devices

Call to Order
Prayer of Invocation
Pledge of Allegiance
Roll Call

Approval of Agenda
Approval of Minutes of Previous Meeting - 7/17/2016
Finance Committee Report - Approval of Financial Statements for July 2016
Suggestion Box Contents
Public Input (Limit of 3 minutes for individual presentation and 15 minutes for group presentation)

Information Items

- A. Directors Report – July 2016/August 2016
- B. Program/Services Report – July 2016
- C. Senior Center Update – July 2016/August 2016
- D. Board of Commissioners Update

Action Items

- A. By-Laws

New Business

- A. Presentation of the FY' 2017 Benzie Senior Resource Budget

Old Business

- A. Review BCCOA's Participation at the Benzie Showcase
- B. Review of Local Motion Fundraiser
- C. Fund Development Committee Update
- D. Merger Update
- E. Coho Festival BCCOA Participation

Public Comment

(Limit of 3 minutes for individual presentation and 15 minutes for group presentation)

Board Round Table Discussion/Evaluation of Meeting

- A.

Adjourn

BCCOA Mission Statement - To provide programs for Senior Citizens 60 years of age and older of Benzie County that promote and encourage opportunities for socialization, education, health, safety, welfare, and independent living with dignity while enabling seniors to remain in their own homes.

NEXT MEETING

Wednesday, September 21, 2016 at 4:00 p.m.
The Gathering Place Senior Center
Honor, MI 49640

RECEIVED

AUG 17 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

BENZIE COUNTY COUNCIL ON AGING, INC.
BOARD OF DIRECTORS MEETING
July 20, 2016

Chair Beverly Holbrook called the meeting to order at 4:31pm. Prayer of invocation was given by Bob, and the Pledge of Allegiance was said by all.

Roll Call: Present: Beverly Holbrook, Rosemary Russell, Jane Elzerman, Ann Dawe, Bob McQuilken, Denise Favreau, and Niel Haugen, and Donna Malecki. Ron Dykstra and Sylvia Bennett are absent and excused. Also present are Sabra Boyle, Wanda Smigiel, from the kitchen, Douglas Durand, Frank Walterhouse, and Barbara Johnson from Benzie Home Health Care.

Agenda

- Motion to approve the agenda was made by Denise and seconded by Jane. All ayes being heard, the motion to approve the agenda was made.

Minutes

- A motion to approve the minutes of June 15, 2016, with no corrections was made by Denise and Supported by Rosemary. All ayes being heard, the motion was carried to approve the minutes.

Finance Committee:

Doug reviewed the financial report. We are at 75% of our budget. Expenses were down by 5% and we ended our month with a surplus of \$2821.00. We did have some extra expenses such as postage added to our postage machine this month for \$500.00. Knife sharpening for the kitchen, advertising costs, cleaning supplies for the homemaker program, and our food costs continue to go up due to our increasing meals. Our Restrictive fund Balance as of June 30, 2016 is \$25,722.00. We are making good use of our finances and we are on target with our annual budget.

Public Input:

- There was a comment in the box. This note stated, "The floors are filthy." Doug responded to this by letting us know that the floors are cleaned daily by the staff. The floors do need to be stripped and refinished. This is scheduled to be done in September, he would like it sooner, but regulations mandate that a non-strip-able cleaner be used. This process takes at least 3 days to accomplish and with our current scheduled events it is not possible until September.
- There were no other comments from the public.

Information Items

A. Directors Report: June 2016- July 2016

A copy was submitted to the board and Doug reviewed the highlights.

- Doug attended the Nutritional Summit by Michigan Department of Aging and Adult services agency was held and we are now able to purchase our food from more local entities. The summit was more informational with regards to food guidelines. There are follow ups via telephone conferences that Doug and/ or David will attend in July and August.
- We received a grant from Meals on Wheels America for \$1250.00.
- Other events included VA Community Action Team, Project Fresh, and Affordable Housing task force with Presbyterian village experts.

B. Program Report April

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- Nutritional Programs
 - Home Delivered Meals are up 23% from 2014 and 10% from 2015.
 - Congregate Meals up 11% from 2014 and 5% when compared to 2015.
 - Dining out is up 45% from 2014 and 23% from 2015.
- Homemaker Program increased by 3% from last month. 324 service units were provided
- MMAPS 15 persons were seen
- Guardian Medical 25 clients are on this service at no charge. 12 are on a waiting list.
- Benzie Bus-99 passes were given
- Lawn Chore- we provided 70 mows in June and have an additional 12 clients when compared to 2015.
- 706 calls were handled this month for information related to services and information for older adults.
- Foot Clinic 26 persons received foot care at no cost.
- Hearing Clinic 5 people had hearing evaluations at no charge.
- The Gathering Place has had a 35% increase over the same time as last year.
- Emergency Senior Essential Needs Funds: Two individuals were provided financial assistance for cleaning and dental care.

C. Senior Center Coordinator's Report for May 2016

- WE ARE BUSY!!
- All of our regular happenings continue,
- Our patio is getting used and our awning is fabulous.
- Our herb garden is growing and our seniors are excited.
- We have taken several trips this last month including a mystery trip which was enjoyed by all.
- Our Dining out at Rich's Roadside Cafe was great.

D. County Commissioner, Frank Walterhouse

- Buds in honor DNR is evaluating this property to see what can be done with it.
- Harp building they are considering a beauty shop.
- Doug will be presenting his budget to County Commissioners in August
- The Maples will be having a meeting on July 27th to look at the waver vs. repairs.

Action Items/New Business

- A. A motion was made by Donna and Seconded by Jane to accept the new vision statement. Roll call of the board members was taken. All yes being heard. The board approved unanimously to approve the vision statement as written. Benzie Home Health Care has also approved the vision statement..

Old Business

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A. Fund Development

- Beulah art fair it was cold and our location was not ideal.
- Appeal letter is going out in August.
- September 14, 2016 Donner Appreciation evening
- Local Motion Event, signs were given out and members were encouraged to participate
- Coho Festival will be in parade and have a Senior King and Queen

B. Merger Update

The handbook has been reviewed, contracts are being drafted and a new RN Director, Emily Rice, has been hired for home care. 44 North is reviewing our dental/ medical and vision plans to assist with keeping our employee costs down. Mitch from the county was sent an email with regards to building updates needed. A meeting with the board development committee will occur in Aug/Sept to discuss logo, revisions to bi-laws and board applications which are being reviewed by our lawyer.

ROUND TABLE DISCUSSION

Rotary Charities are doing things differently now. There will no longer be 3 year grants. So there is a meeting on Monday from 1-4 outlining the new process. Doug will be going to this meeting.

ADJOURNMENT

A Motion to adjourn the meeting made by Ron and seconded by Rosemary. The meeting was adjourned at 5:45pm.

Respectfully Submitted,

Rosemary Russell, RNCDONALTC
Secretary BCCOA

Next Meeting
Wednesday, August 17, 2016 at 4:30pm
The Gathering Place
Honor, Michigan 49640

Benzie County Council on Aging, Inc.

Executive Directors Report July 2016 – August 2016

➤ I have taken the lead with the other 4 nutritional providers in Region 10 in working together to come up with several of the same questions on the Home Delivered Meals/Meals on Wheels Client Surveys. This will allow our region the opportunity to present solid outcomes to give to local, state and federal legislative representatives of the values and needs of these programs.

➤ I took part in a telephone conference call with the Michigan Aging Adult Services Agency and the highlights included the following:

- Meal providers still have the final say in how they determine their own direction with Gluten Free Meals.
- Gradual switch in meals that take into account a person centered approach to meals with an emphasis in heart disease, diabetes, COPD, etc.
- Continued limits on sugar especially in beverages. Use fresh/natural juices.
- Even though seniors are allowed up to 2,300mg of sodium a day, we are still encouraged to limit sodium in our foods and the best way to accomplish this is to do more meals from scratch and fresh produce.
- More freedom in purchasing and receiving foods from local farmers, farm markets and foods grown in our own gardens.
- Focus our recipes the American, Mediterranean and Vegetarian Diets
- We can focus on recipes from the American Diet, Mediterranean Diet or a Vegetarian Diet.
- More information will be coming from AASA regarding Vitamin K foods and blood thinner medications.

➤ Benzie Area Christian Neighbors and the COA are working together to collaborate on the possibility of providing up to 2x a month a healthy box of foods to at risk homebound seniors

➤ The Area Agency on Aging of NW Michigan 2017-2019 RFP for Home Delivered Meals and Congregate Meals was turned in on August 4th. The proposal will now go through a formal review and awards will be announced in September.

➤ With the impending demise of the Blue Cross Legacy Plan, we are answering questions and reassuring individuals to not to worry about anything at the present time and to come in during the Medicare Open Enrollment between October 15-December 7, 2016. Our trained Medicare/Medicaid Counselors will provide an unbiased options for them to choose from.

➤ Mary Dystra and I attended the Rotary Charities Info Session and Grant Training. We are going to apply for a Capacity Grant for Benzie Senior Resources. Mary and I had a conference call with Marsha Smith to review our proposal. Marsha offered us pertinent advice on how to proceed with the grant.

➤ Sabra, DawnB, David, Dawn S and I took part in the Benzie Home Health Local Motion Fundraising Event on August 6th. The committee of volunteers do an outstanding job with organizing this event. Everything went off without a hitch and I met many wonderful folks who have supported this event for many years!

➤ Senior Project Fresh has wrapped up with all of the 197 coupons bought and sent to us given away to qualified seniors. We had a large group of new individuals that received these coupons for the first time this year.

➤Plans are underway for the Benzie Senior Expo that will be held on Friday, September 16, 2016 from 9am – 1pm at Paul Oliver Memorial Hospital. There will be no charge for admission, snacks and beverages provided and a nice assortment of vendors will be on hand.

Program Report for July 2016

Nutritional Programs

Home Delivered Meals

Home Delivered Meals – 3,650 meals were provided to 125 clients in July 2016. **This represents an increase of 35% as compared to July 2014 and a 119% increase as compared to July 2015.**

Congregate Meals

The Gathering Place and Thompsonville served a total of 2,285 in July 2016. **This represents an increase of 11% as compared to July 2014 and a 8% increase as compared to July 2015.**

Through the first 10 months we have served 7,272 additional meals than last year at this time.

Other Programs/Services

Dining Out Program – A total of 189 customers purchased 647 vouchers in July 2016. **This represents an increase of 43% as compared to July 2014 and a 21% increase as compared to July 2015.**

Homemaker Program – 304 service units were provided 94 clients in July. **For YTD totals; this represents a 3% as compared to 2014 and down 2% as compared to 2015.**

MMAPS – The counselors saw 8 clients for 14 hours of assistance in July 2016. We are receiving many phone calls regarding the upcoming discontinuation of the Blue Cross Legacy Plan effective January 1, 2017. The best time to make changes will be during open enrollment from October 15 through December 7, 2016. There are approximately just over 500 folks in Benzie County enrolled in the Blue Cross Legacy Plan.

Guardian Medical Monitoring – 25 Clients receive this no charge service in July 2016 and currently we have 5 on the waiting lists for this free service.

Benzie Bus Punch Cards – 106 bus passes were given to clients in July 2016. **For YTD totals are steady with 2015.**

Lawn Chore – We provided 114 mows in July to 67 clients. **We have an additional 10 clients at this time as compared to 2015. Sofar we are up 131% as compared to 2014 and a 10% as compared 2015.**

Information & Assistance - The agency handled 638 calls in July 2016 regarding Information and Assistance for services and questions related to older adults. **This is an increase of 15% as compared to July 2015. For the year the call volume for I & A is up 10% versus 2015. This is consistent with the agency's increased in services.**

Foot Care Clinic – No foot clinic was offered in July 2016.

Hearing Clinic – 4 individuals had a hearing evaluation completed in July 2016 at no cost to the client.

Estate Planning – 5 individuals received estate consultation service in July 2016 at no cost.

Benzie COA Senior Dental Program – Three client were signed up in July 2016.

Emergency Senior Essential Needs Fund – Two individuals were provided financial assistance.

The Gathering Place Senior Center – In July 2016, The Gathering Place Senior Center offered a total of twelve core activities that 621 folks participated in. The top 5 attended activities for July 2016 were Card Games, Music Events, Exercise, Bingo and Day Trip Outings. **This is a 29% increase over July 2015.**

Respectfully submitted,

Douglas Durand

BENZIE COUNTY COUNCIL ON AGING, INC.
Statement of Financial Position
As of July 31, 2016

| | <u>Jul 31, 16</u> |
|---------------------------------------|--------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 001 · CENTRAL STATE BANK CHECKING | 163,258.45 |
| 003 · CENTRAL STATE BANK HRA | 527.13 |
| 005 · CSB - FUNDRAISING | 2,223.53 |
| 006 · CENTRAL STATE BANK CD | <u>13,196.38</u> |
| Total Checking/Savings | 179,205.49 |
| Accounts Receivable | |
| 1200 · Accounts Receivable | <u>(8.00)</u> |
| Total Accounts Receivable | (8.00) |
| Other Current Assets | |
| 109 · INVENTORY | <u>8,561.28</u> |
| Total Other Current Assets | <u>8,561.28</u> |
| Total Current Assets | 187,758.77 |
| Fixed Assets | |
| 150 · BUILDING | 330,375.70 |
| 151 · VEHICLES | 79,769.00 |
| 152 · EQUIPMENT | 79,787.12 |
| 157 · LAND IMPROVEMENTS | 1,800.00 |
| 159 · LAND | 150,000.00 |
| 160 · ACCUMULATED DEPRECIATION | <u>(183,335.18)</u> |
| Total Fixed Assets | <u>458,396.64</u> |
| TOTAL ASSETS | <u><u>646,155.41</u></u> |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 2000 · Accounts Payable | <u>10,013.46</u> |
| Total Accounts Payable | 10,013.46 |
| Other Current Liabilities | |
| 2100 · Payroll Liabilities | 1,262.03 |
| 222 · MERS 457 PAYABLE | <u>274.07</u> |
| Total Other Current Liabilities | <u>1,536.10</u> |
| Total Current Liabilities | 11,549.56 |
| Long Term Liabilities | |
| 250 · MORTGAGE PAYABLE | <u>148,935.30</u> |
| Total Long Term Liabilities | <u>148,935.30</u> |
| Total Liabilities | 160,484.86 |
| Equity | |
| 380 · CONTINGENCY | 0.00 |
| 390 · FUND BALANCE - PROGRAMS | 570,978.00 |
| 3900 · Retained Earnings | (138,579.64) |
| 401 · MEALS ON WHEELS | 4,641.06 |
| Net Income | <u>48,631.13</u> |
| Total Equity | <u>485,670.55</u> |
| TOTAL LIABILITIES & EQUITY | <u><u>646,155.41</u></u> |

BENZIE COUNTY COUNCIL ON AGING, INC.
Statement of Financial Income and Expense - Monthly
 July 2016

08/05/2016
 Accrual Basis

| | July 2016 | Budget | \$ Change |
|---------------------------------------|------------------|-------------------|--------------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| 519.03 - TITLE III C2 INCOME | 6,778.51 | 5,627.00 | 1,151.51 |
| 519.04 - FEDERAL USDA | 0.00 | 0.00 | 0.00 |
| 519.05 MIPPA (MMAF) | 0.00 | 100.00 | (100.00) |
| 540 - GRANTS | 1,250.00 | 1,533.00 | (283.00) |
| 561 - STATE ALTERNATIVE CARE | 738.00 | 894.00 | (156.00) |
| 642 - CHARGES FOR SERVICES/CONT | 3,114.50 | 3,056.00 | 58.50 |
| 642.01 - FEE FOR SERVICE/CHORE | 688.00 | 1,400.00 | (712.00) |
| 642.02 - FEE FOR SERVICE/HOMEMAKER | 1,606.00 | 2,056.00 | (460.00) |
| 642.03 - FEE FOR SERVICE/SNOW REMOVAL | 0.00 | 0.00 | 0.00 |
| 673 - NEWSLETTER SUB | 20.00 | 0.00 | 20.00 |
| 675 - DONATIONS | 8,056.90 | 8,383.00 | (326.10) |
| 676 - MILLAGE | 58,706.66 | 58,707.00 | (0.34) |
| 677 - FUNDRAISING INCOME | 579.17 | 1,061.00 | (481.83) |
| 679 - SPONSORSHIP INCOME | 100.00 | 0.00 | 100.00 |
| 680 - VOLUNTEER WAGES (IN-KIND). | 12,010.00 | 11,227.00 | 783.00 |
| 681 - DONATIONS-IN-KIND | 411.02 | 0.00 | 411.02 |
| 690 - TRIPS | 861.00 | 0.00 | 861.00 |
| 691 - MISC INCOME | 0.00 | 0.00 | 0.00 |
| Total Income | 94,919.76 | 94,054.00 | 865.76 |
| Gross Profit | 94,919.76 | 94,054.00 | 865.76 |
| Expense | | | |
| 700 - ACCOUNTING FEES | 0.00 | 0.00 | 0.00 |
| 705 - SALARY AND WAGES | 24,016.53 | 32,065.00 | (8,068.47) |
| 708 - PAYROLL TAX EXPENSE | 1,935.00 | 2,332.00 | (397.00) |
| 709 - EDUCATION/TRAINING | 54.00 | 63.00 | (9.00) |
| 710 - EVENTS | 188.81 | 242.00 | (53.19) |
| 715 - CLOTHING ALLOWANCE | 0.00 | 0.00 | 0.00 |
| 717 - DUES/SUBSCRIPTIONS | 227.00 | 145.00 | 82.00 |
| 720 - BAD DEBT | 0.00 | 0.00 | 0.00 |
| 721 - COMPUTER EXPENSES | 1,098.40 | 1,300.00 | (201.60) |
| 725 - FRINGE BENEFITS | 6,997.60 | 13,151.00 | (6,153.40) |
| 726 - FUNDRAISING EXPENSE | 0.00 | 400.00 | (400.00) |
| 727 - SUPPLIES | 1,486.13 | 1,937.00 | (450.87) |
| 727.2 - OFFICE EXP | 317.18 | 653.00 | (335.82) |
| 727.3 - POSTAGE | 34.95 | 290.00 | (255.05) |
| 727.4 - ADVERTISING | 155.00 | 400.00 | (245.00) |
| 740 - FOOD | 8,841.22 | 13,350.00 | (4,508.78) |
| 819 - CONTRACTUAL | 17,221.68 | 15,365.00 | 1,856.68 |
| 820 - VOLUNTEER WAGES (IN-KIND) | 12,010.00 | 11,227.00 | 783.00 |
| 825 - VOLUNTEER EXPENSES | 402.28 | 287.00 | 115.28 |
| 850 - TELEPHONE | 225.60 | 220.00 | 5.60 |
| 861 - TRAVEL/MILEAGE/GAS | 566.42 | 200.00 | 366.42 |
| 900 - INTEREST EXPENSE | 465.82 | 463.00 | 22.82 |
| 910 - INSURANCE | 5,643.00 | 1,437.00 | 4,206.00 |
| 915 - PROJECTS | 0.00 | 0.00 | 0.00 |
| 920 - UTILITIES | 2,596.89 | 1,918.00 | 678.89 |
| 930 - TGP LOAN | 0.00 | 0.00 | 0.00 |
| 940 - DEPRECIATION EXPENSE | 1,804.26 | 1,804.00 | 0.26 |
| 980 - EQUIPMENT/REPAIRS | 1,573.96 | 431.00 | 1,142.96 |
| 980.1 - OUTDOOR MAINTENANCE | 443.79 | 157.00 | 286.79 |
| 981 - HDM VEHICLE MAINT/GAS | 858.21 | 1,190.00 | (331.79) |
| 991 - TRIP EXPENSE | 0.00 | 0.00 | 0.00 |
| Total Expense | 89,163.73 | 101,047.00 | (11,863.27) |
| Net Ordinary Income | 5,736.03 | (6,993.00) | 12,729.03 |
| Other Income/Expense | | | |
| Other Income | | | |
| 990 - INTEREST/DIVIDEND INCOME | 10.02 | 10.00 | 0.02 |
| 999 - Other Income | 721.00 | 0.00 | 721.00 |
| Total Other Income | 731.02 | 10.00 | 721.02 |
| Other Expense | | | |
| 999.1 - Other Expense | 0.00 | 584.00 | (584.00) |
| Total Other Expense | 0.00 | 584.00 | (584.00) |
| Net Other Income | 731.02 | (574.00) | 1,305.02 |
| Net Income | 6,467.05 | (7,567.00) | 14,034.05 |

BENZIE COUNTY COUNCIL ON AGING, INC.
Statement of Financial Income and Expense - YTD
October 1, 2015 - July 31, 2016

08/05/2016
Accrual Basis

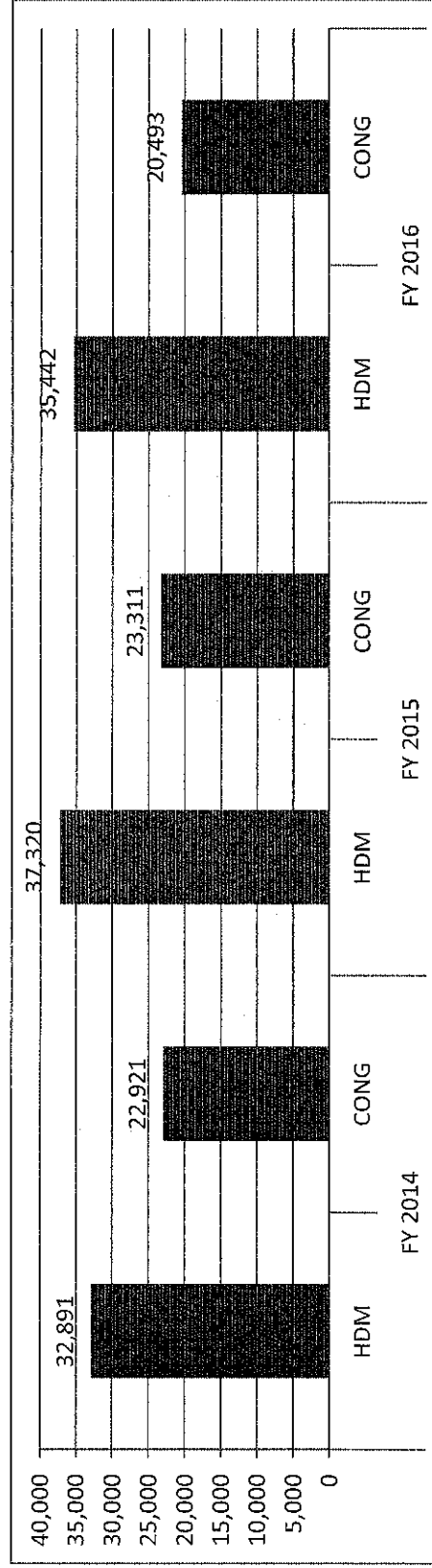
| | Oct-June 2016 | Budget | \$ Change |
|---------------------------------------|-------------------|--------------------|--------------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| 519.03 - TITLE III C2 INCOME | 57,463.99 | 56,269.00 | 1,194.99 |
| 519.04 - FEDERAL USDA | 29,722.64 | 29,360.00 | 362.64 |
| 519.05 MIPPA (MMAF) | 2,900.00 | 1,500.00 | 1,400.00 |
| 540 - GRANTS | 14,050.00 | 13,633.00 | 417.00 |
| 561 - STATE ALTERNATIVE CARE | 8,226.00 | 8,200.00 | 26.00 |
| 642 - CHARGES FOR SERVICES/CONT | 25,928.50 | 23,500.00 | 2,428.50 |
| 642.01 - FEE FOR SERVICE/CHORE | 5,232.00 | 7,260.00 | (2,028.00) |
| 642.02 - FEE FOR SERVICE/HOMEMAKER | 17,230.00 | 19,232.00 | (2,002.00) |
| 642.03 - FEE FOR SERVICE/SNOW REMOVAL | 8,810.00 | 16,085.00 | (7,275.00) |
| 673 - NEWSLETTER SUB | 560.00 | 0.00 | 560.00 |
| 675 - DONATIONS | 78,935.94 | 78,331.00 | 604.94 |
| 676 - MILLAGE | 587,066.80 | 587,067.00 | (0.40) |
| 677 - FUNDRAISING INCOME | 10,918.72 | 13,245.00 | (2,326.28) |
| 679 - SPONSORSHIP INCOME | 400.00 | 0.00 | 400.00 |
| 680 - VOLUNTEER WAGES (IN-KIND), | 109,621.00 | 85,606.00 | 24,015.00 |
| 681 - DONATIONS-IN-KIND | 1,903.23 | 0.00 | 1,903.23 |
| 690 - TRIPS | 10,680.00 | 0.00 | 10,680.00 |
| 691 - MISC INCOME | 0.00 | 0.00 | 0.00 |
| Total Income | 969,648.62 | 939,288.00 | 30,360.62 |
| Gross Profit | 969,648.62 | 939,288.00 | 30,360.62 |
| Expense | | | |
| 700 - ACCOUNTING FEES | 3,710.00 | 3,800.00 | (90.00) |
| 705 - SALARY AND WAGES | 262,698.98 | 295,687.00 | (32,988.02) |
| 708 - PAYROLL TAX EXPENSE | 24,005.33 | 23,081.00 | 924.33 |
| 709 - EDUCATION/TRAINING | 54.00 | 625.00 | (571.00) |
| 710 - EVENTS | 3,023.00 | 2,417.00 | 606.00 |
| 715 - CLOTHING ALLOWANCE | 156.75 | 90.00 | 66.75 |
| 717 - DUES/SUBSCRIPTIONS | 2,339.22 | 2,215.00 | 124.22 |
| 720 - BAD DEBT | (19.00) | 0.00 | (19.00) |
| 721 - COMPUTER EXPENSES | 13,494.50 | 8,909.00 | 4,585.50 |
| 725 - FRINGE BENEFITS | 89,723.82 | 114,480.00 | (24,756.18) |
| 726 - FUNDRAISING EXPENSE | 927.09 | 1,600.00 | (672.91) |
| 727 - SUPPLIES | 18,809.37 | 17,736.00 | 1,073.37 |
| 727.2 - OFFICE EXP | 5,755.77 | 6,577.00 | (821.23) |
| 727.3 - POSTAGE | 1,740.10 | 2,585.00 | (844.90) |
| 727.4 - ADVERTISING | 1,561.70 | 2,084.00 | (522.30) |
| 740 - FOOD | 115,449.95 | 116,300.00 | (850.05) |
| 819 - CONTRACTUAL | 148,327.94 | 175,802.00 | (27,474.06) |
| 820 - VOLUNTEER WAGES (IN-KIND) | 109,621.00 | 85,606.00 | 24,015.00 |
| 825 - VOLUNTEER EXPENSES | 6,899.66 | 5,155.00 | 1,744.66 |
| 850 - TELEPHONE | 2,498.14 | 2,460.00 | 38.14 |
| 861 - TRAVEL/MILEAGE/GAS | 4,410.10 | 2,510.00 | 1,900.10 |
| 900 - INTEREST EXPENSE | 5,001.69 | 5,001.00 | 0.69 |
| 910 - INSURANCE | 22,098.50 | 15,348.00 | 6,750.50 |
| 915 - PROJECTS | 7,206.32 | 1,500.00 | 5,706.32 |
| 920 - UTILITIES | 19,707.23 | 19,828.00 | (120.77) |
| 930 - TGP LOAN | 0.00 | 0.00 | 0.00 |
| 940 - DEPRECIATION EXPENSE | 18,042.60 | 18,466.00 | (423.40) |
| 980 - EQUIPMENT/REPAIRS | 20,159.58 | 9,774.00 | 10,385.58 |
| 980.1 - OUTDOOR MAINTENANCE | 5,479.75 | 5,365.00 | 114.75 |
| 981 - HDM VEHICLE MAINT/GAS | 10,551.44 | 11,863.00 | (1,311.56) |
| 991 - TRIP EXPENSE | 8,276.00 | 0.00 | 8,276.00 |
| Total Expense | 931,710.53 | 956,864.00 | (25,153.47) |
| Net Ordinary Income | 37,938.09 | (17,576.00) | 55,514.09 |
| Other Income/Expense | | | |
| Other Income | | | |
| 990 - INTEREST/DIVIDEND INCOME | 112.46 | 93.00 | 19.46 |
| 999 - Other Income | 10,866.67 | 5,335.00 | 5,531.67 |
| Total Other Income | 10,979.13 | 5,428.00 | 5,551.13 |
| Other Expense | | | |
| 999.1-Other Expense | 11.70 | 0.00 | 11.70 |
| 99999-LEGAL EXPENSE | 274.39 | 2,334.00 | (2,059.61) |
| Total Other Expense | 286.09 | 2,334.00 | (2,047.91) |
| Net Other Income | 10,693.04 | 3,094.00 | 7,599.04 |
| Net Income | 48,631.13 | (14,482.00) | 63,113.13 |

Benzie County Council on Aging
HDM/Cong comparison

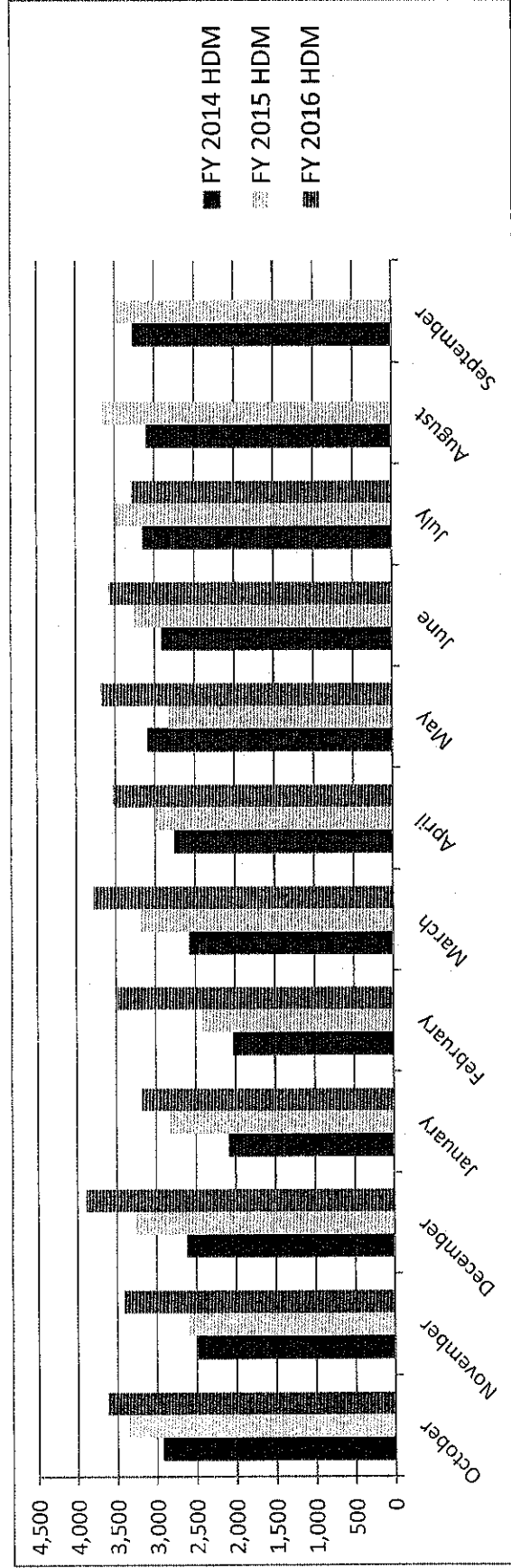
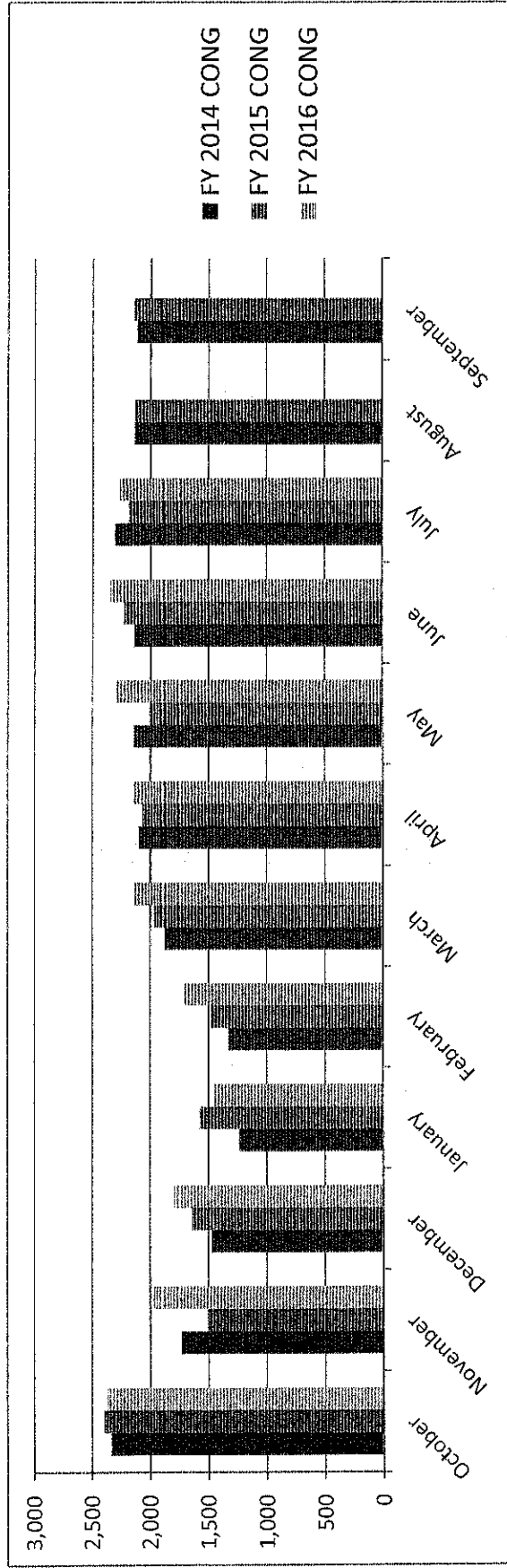
Benzie County Council on Aging
Units Served 2014-2015-2016

| | FY 2014 | | FY 2015 | | FY 2016 | |
|-------------|---------|--------|---------|--------|---------|--------|
| | HDM | CONG | HDM | CONG | HDM | CONG |
| October | 2,919 | 2,335 | 3,356 | 2,394 | 3,627 | 2,370 |
| November | 2,478 | 1,732 | 2,590 | 1,491 | 3,410 | 1,972 |
| December | 2,609 | 1,471 | 3,265 | 1,640 | 3,891 | 1,800 |
| January | 2,073 | 1,237 | 2,816 | 1,576 | 3,186 | 1,452 |
| February | 2,018 | 1,328 | 2,405 | 1,476 | 3,473 | 1,706 |
| March | 2,567 | 1,876 | 3,196 | 1,971 | 3,781 | 2,140 |
| April | 2,746 | 2,102 | 3,001 | 2,065 | 3,528 | 2,144 |
| May | 3,083 | 2,144 | 2,824 | 1,996 | 3,682 | 2,295 |
| June | 2,902 | 2,137 | 3,250 | 2,231 | 3,575 | 2,347 |
| July | 3,141 | 2,306 | 3,478 | 2,188 | 3,289 | 2,267 |
| August | 3,091 | 2,137 | 3,644 | 2,140 | | |
| September | 3,264 | 2,116 | 3,495 | 2,143 | | |
| total meals | 32,891 | 22,921 | 37,320 | 23,311 | 35,442 | 20,493 |

63% 37%



Benzie County Council on Aging HDM/Cong comparison



Senior Center Coordinator's Report

August 9, 2016 meeting

Regular Happenings:

Tuesday Music and Dancing
Blood Pressure Clinics
Bingo
Zumba
Bible Study
Dining Out Day
Essential Estate Planning

Ol' Time Gathering
Chair Yoga
Stay Fit with Doris
Bunco
Little River Casino
Cards

Spinning
Thompsonville Meal
Wii Bowling
Yoga
Birthday celebrations
Hearing Clinic

Recent Events

It's Coho Festival Time again! We've chosen our Senior King & Queen for 2016! John and Connie Ryan. John works in our kitchen and Connie typically spends her days gallivanting about the center. We'll crown them on **Friday, August 12th at 12:45 p.m.** The Coho Festival is the weekend of the 19-21. Our King & Queen will ride in a cushy convertible (on loan from Watson Benzie) in the parade on the 20th at 2:00 p.m. in downtown Honor AND to represent our seniors at Empty Bowls Soup Nite on October 12th.

On Thursday, August 4 Jessica Carland, Mobility Manager at Benzie Bus, was here to answer any questions and give us updates on services and routes.

We toured the Grand Traverse Lighthouse in Leelanau County (outside of Northport) on Monday, August 8. The Lighthouse Keeper was so taken by our crew that he took us behind the scenes to get a look at where the volunteer Keepers live while there over the summer. We certainly got the royal treatment. Afterwards we stopped by 45th Parallel Café in Suttons Bay for a very delicious lunch.

Monday, August 15 is Woodstock Day! Be sure to wear your tie dye shirt!

Monday, August 15 is our first Oral Health Dental Care Presentation at Frankfort United Methodist Church at 2:00 p.m. Dental Hygienist and Community Health Worker will speak on senior oral dental care, oral cancer and smoking cessation to the seniors of our community.

Friday, August 19 we are celebrating National Senior Citizen Day! Be sure to come in for a special treat during lunch.

Friday, August 26 is our monthly Dining Out Day! We are heading to the Lighthouse Café in Elberta for lunch. Grab your dining out certificates from our office for only \$3. They are worth \$6 at participating restaurants. Leaving at 11:15 a.m. Sign up required. Call (231) 525-0601.

Monday August 29 is the second Oral Health Dental Care Presentation. This time it is at The Gathering Place at 1:00 p.m. Again a Dental Hygienist and Community Health Worker will be here to speak on senior oral dental care, oral cancer and smoking cessation. All ages are welcome!

Benzie Home Health Care
Monthly Service Statistics YTD 2016
July 2016

| Month | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec | YTD |
|----------------------|-----|-----|-------|-------|-----|------|------|-----|------|-----|-----|-----|-------|
| Beginning Caseload | 45 | 44 | 41 | 38 | 38 | 37 | 37 | | | | | | |
| New Admissions | 4 | 5 | 1 | 2 | 4 | 1 | 2 | | | | | | |
| Discharges | 5 | 8 | 4 | 2 | 5 | 1 | 1 | | | | | | |
| Present Caseload | 44 | 41 | 38 | 38 | 37 | 37 | 38 | | | | | | |
| | | | | | | | | | | | | | |
| # Home Visits RN | 23 | 22 | 19 | 20 | 32 | 28 | 31 | | | | | | 175 |
| # Home Visits Aide | 412 | 290 | 354 | 284 | 331 | 367 | 349 | | | | | | 2,387 |
| | 435 | 312 | 373 | 304 | 363 | 395 | 380 | 0 | 0 | 0 | 0 | 0 | 2,562 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| Hours Aide PC * | 481 | 367 | 454 | 361 | 447 | 481 | 435 | | | | | | 3,026 |
| Hours Aide Respites* | 435 | 288 | 214 | 153 | 189 | 238 | 222 | | | | | | 1,739 |
| | 916 | 655 | 668 | 514 | 636 | 719 | 657 | 0 | 0 | 0 | 0 | 0 | 4,765 |

RECEIVED

AUG 12 2016

LAWAN OLNEY
 BENZIE COUNTY CLERK
 BEULAH, MI 49617

Commissioner Report

County Administrator's Report

TEHNOLOGY COMMITTEE

August 9, 2016

3:00 p.m.

Members present: Coury Carland and Frank Walterhouse
Excused: Lisa Tucker
Others Present: Dawn Olney, Mitch Deisch, Maridee Cutler, Amy Bissell, Victor Geha

Meeting called to order by Commissioner Coury Carland 3:00 p.m.

Pledge of allegiance was given.

Motion by Carland, seconded by Warsecke, to approve the agenda as presented. Ayes: All
Nays: None Exc: Tucker Motion carried.

Motion by Warsecke, seconded by Carland, to approve the minutes of March 22, 2016 as presented. Ayes: All Nays: None Exc: Tucker Motion carried.

Public Input: None

Telephone RFP:

Mitch stated that he is pleased that the bid price came in at a cost that we can manage. Dan with Abilita is present via phone to go over the matrix and reported that seven vendors responded to their RFP some chose not to respond. pay attention to line 7 – trying to get apple to apple comparison, this is based on a five year window. Spectrum VoIP are different type of system (Hosted VoIP – everything is in the cloud). The price we would pay is the base price for installation and the ongoing would be the revised quote amount over 5 years. After that it would be the estimated monthly cost after 5 years for phone service.

Next step is having two or three finalists come in and give a presentation and narrow it down; they should be able to determine those to interview in 2 – 3 weeks and will narrow to two and schedule them for one in the morning and one in the afternoon. Interview process will be with the Technology Committee and Steve and Paul from Abilita will be together with department heads that will be affected by the system.

The process for installation will be about six weeks and the big caveat is when AT&T brings in the PRI. The awarded contractor will program the phones off site, bring in, set up and test with PRI from AT&T. There will be two phones on each desk until the cut over.

Wyant Server: Victor is present and indicated that their office has been keeping an eye on the serve – the systems are old; the new BS&A server is running well; the other servers are old; they would like to piggy back on the Sheriff Dept server; when windows based computers start to fail, the screen will go blank and you cannot do anything; each main office has their own server.

Motion by Carland, seconded by Warsecke, to direct the county administrator to review the 2015-16 budget, and the 2016-17 as an alternative, and come back with a recommendation as to where this purchase could come from for a server for the Government Center. Ayes: All
Nays: None Exc: Tucker Motion carried.

TECHNOLOGY

August 9, 2016

Page 2 of 3

Technology Discussion: Where do we go from here – an individual IT person or continue to contract out the services. What is the most cost effective way; cooperating and collaborating with Centra Wellness; true cost for Wyant has been about \$90,000 over the last two years, not including equipment.

Motion by Carland, seconded by Warsecke, to begin the process of drafting and preparing a RFQ to explore IT services for Benzie County. Ayes: All Nays: None Exc: Tucker Motion carried.

Amy Bissell: Amy stated that the Register of Deeds office is ready for a technology refresh; they have had the same software since 2004 and pay \$9,810 per year for CountyCare and would like to upgrade to LifeCycle with Fidlar for an annual fee of \$18,000 with funds to come from the Register of Deeds Technology Fund.

Motion by Carland, seconded by Warsecke, to recommend to the Finance Committee to authorize Amy Bissell to upgrade technology for the Register of Deeds Office. Ayes: All Nays: None Exc: Tucker Motion carried.

Public Input – None

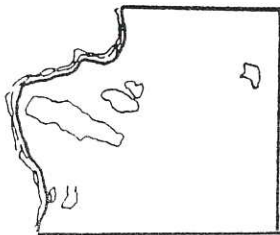
Other:

Public Input – None

Motion by Warsecke, seconded by Carland, to adjourn at 4:20 p.m. Ayes: All Nays: None Motion carried.

Dawn Olney
Benzie County Clerk

FINANCE REPORT



**BENZIE COUNTY
OFFICE OF THE TREASURER**

MICHELLE L. THOMPSON, TREASURER

Government Center

448 Court Place

Beulah, Michigan 49617

(231) 882-0011

August 1, 2016

TO: Benzie County Libraries
Library of Michigan
Judge David Thompson
Board of Commissioners

The distribution of Penal Fines for the fiscal year ending June 30, 2016 is as follows:

PENAL FINES COLLECTED FOR YEAR ENDED 06-30-16. \$ 71,415.16
INTEREST EARNED \$ 81.67
TOTAL TO BE DISTRIBUTED \$ 71,496.83
AMOUNT DUE TO LAW LIBRARY \$ 5,000.00
BALANCE TO AREA LIBRARIES \$ 66,496.83
PER CAPITA RATE OF DISTRIBUTION FOR 2016. \$ 3.79396531

| NAME OF LIBRARY | LEGAL CENSUS | CONTRACT CENSUS | TOTAL CENSUS | AMOUNT PAID |
|-------------------------|-----------------|--------------------|-----------------|---------------------|
| BENZIE SHORES DISTRICT | 3,811 | | 3,811 | \$ 14,458.80 |
| BENZONIA PUBLIC LIBRARY | 1,364 | 2,259 | 3,623 | \$ 13,745.54 |
| BETSIE VALLEY LIBRARY | 1,199 | | 1,199 | \$ 4,548.96 |
| DARCY LIBRARY OF BEULAH | 1,364 | 1,815 | 3,179 | \$ 12,061.02 |
| TRAVERSE AREA DISTRICT | -0- | 5,715 | 5,715 | \$ 21,682.51 |
| TOTALS | <u>7,738</u> | <u>9,789</u> | <u>17,527</u> | <u>\$ 66,496.83</u> |

Respectfully submitted,

Michelle L. Thompson, Treasurer

RECEIVED

JUL 28 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

**Finance Committee
Meeting Notes
August 9, 2016**

A Regular Meeting of the Finance Committee was called to order by Frank Walterhouse at 1:00 p.m.

Present: Coury Carland, Gary Sauer and Frank Walterhouse

Staff Present: Dawn Olney, Mitch Deisch, Maridee Cutler, Ted Schendel, Frank Post, Craig Johnson, David Schaffer

Pledge of allegiance was given.

Agenda: Motion by Carland, seconded by Sauer, to approve the agenda as amended, adding David Schaffer at Other. Ayes: All Nays: None Motion carried.

Minutes: Motion by Carland, seconded by Sauer, to approve the minutes of July 12, 2016 as presented. Ayes: All Nays: None

Public Input: None

Health Insurance Options: Maridee explains the options provided by 44 North (Cadillac Ins). Mitch indicated that he requested the increase get down to 5%. Option 3 has been presented:

Blue Care Network:

| | |
|--------------------|---------------------------------------------|
| Deductible | 5,000/10,000 reimbursed down to 1,000/2,000 |
| Coinsurance | 20% stays at 20% |
| Coinsurance Max | n/a 2000/4000 |
| Prescriptions | 10/30/60/80/20%/20% |
| 90 day supply | 20/50/170/230 |
| Office Visit CoPay | PCP 20/ SP 40 stays at PCP 20/ SP40 |
| Chiropractor | 40/30 stays at 40/ 30 |
| Urgent Care/ER | 50/150 after deductible |
| Out of Pocket Max | 6350/12700 |
| Preventive Care | Covered |

BC/BS:

| | |
|--------------------|---------------------------------------------|
| Deductible | 5,000/10,000 reimbursed down to 1,000/2,000 |
| Coinsurance | 20% stays at 20% |
| Coinsurance Max | n/a 2000/4000 |
| Prescriptions | 10/40/80 stays at 10/40/80 |
| 90 day supply | 20/80/160 stays at 20/80/160 |
| Office Visit CoPay | PCP 40/ SP 60 stays at PCP 40/ SP60 |
| Chiropractor | 40/12 stays at 40/12 |
| Urgent Care/ER | 60/250 stays at 60/250 |
| Out of Pocket Max | 6600/13200 |

Preventive Care Covered
Prescriptions would be with SimplyBlue.

Blue Care Network would stay under the hard cap; BC/BS is not.

This works out to 8-1/2% increase.

Flex spending – maximum allowed is \$2,500 and can carry over \$500

Motion by Sauer, seconded by Walterhouse, to recommend to the Board of Commissioners to offer Option #3 BCN or BCBS with Lisa Hoppe to come to the board meeting on August 23 and explain the program. Ayes: All Nays: None Motion carried.

Traverse Area District Library: A request for \$2,730 to support the Traverse Area District Library's Talking Book Library received. No action taken. Mitch to send a letter that it will not be funded.

Amendments:

Frank Post: Motion by Walterhouse, seconded by Sauer, to recommend to the Board of Commissioners to amend the 2015-16 Budget as follows:

Increase:

| | | |
|----------------|----------------------|----------|
| 425-426-764.01 | Contributions – CERT | \$900.00 |
|----------------|----------------------|----------|

Increase:

| | | |
|----------------|-------------------------|----------|
| 425-426-967.02 | Project Expenses – CERT | \$900.00 |
|----------------|-------------------------|----------|

Ayes: All Nays: None Motion carried.

Craig Johnson: Motion by Walterhouse, seconded by Garland, to recommend to the Board of Commissioners to amend the 2015-16 Budget as follows:

Increase:

| | | |
|----------------|-------------------|----------|
| 214-651-714.00 | Wages – Part Time | \$15,700 |
|----------------|-------------------|----------|

| | | |
|----------------|------------------------|-----------------|
| 214-852-715.00 | RX Utilization Program | <u>\$15,400</u> |
|----------------|------------------------|-----------------|

\$31,100

Decrease:

| | | |
|----------------|---------------------------|----------|
| 214-655-402.00 | Current Real Property Tax | \$16,000 |
|----------------|---------------------------|----------|

| | | |
|----------------|---------------------------|----------|
| 214-851-687.00 | Refunds/Rebates Insurance | \$ 8,700 |
|----------------|---------------------------|----------|

| | | |
|----------------|-----------------------------|--------------|
| 214-871-687.00 | Workers Comp Refund/Rebates | <u>6,400</u> |
|----------------|-----------------------------|--------------|

\$31,100

Ayes: All Nays: None Motion carried.

Other: David Schaffer – brings information to the committee to consider an increase in the recycling surcharge from \$22.00 to \$25.00 per household. He would like to be able to be prepared for the possible increased contract when it comes due and to start the process of expanding the program.

Mitch indicated that we need more time for discussions – they will look at it again next fiscal year.

Public Input: None

Next Meeting: Tuesday, September 13, 2016 at 1:00 p.m. following the Board of Commissioners meeting.

Motion by Carland, seconded by Sauer, to adjourn at 2:34 p.m. Ayes: All Nays: None Motion carried.

Dawn Olney
Benzie County Clerk

DRAFT

Motion by _____, seconded by _____, to approve the Finance Consent Calendar items as follows:

1. To offer Option #3 BCN or BCBS with Lisa Hoppe to come to the board meeting on August 23 and explain the program.
2. To amend the 2015-16 Budget for Emergency Management in the amount of \$31,100 as presented.
3. To amend the 2015-16 Budget for EMS in the amount of \$31,100 as presented.

DRAFT

[illegible]

BUDGET AMENDMENT REQUEST

This form is used when the below changes WILL increase or decrease the bottom line total of your budget.

✓
This requires approval from the Board of Commissioners. Please fill out this form and present it to the County Administrator, with appropriate documentation supporting the amendment request.

DATE: 7/27/2016

Request to Amend the 2015/16 Budget for the following:

Account to be Increased:

| Line Number | Account Name | Amount |
|----------------|----------------------|--------|
| 425 426 674.01 | Contributions - CERT | 900.00 |

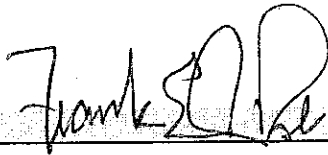
Total \$ 900.00

Account to be Increased:

| Line Number | Account Name | Amount |
|----------------|-------------------------|--------|
| 425 426 967.02 | Project Expenses - CERT | 900.00 |

Total 900.00

SIGNED: _____



BUDGET AMENDMENT REQUEST

This form is used when the below changes WILL increase or decrease the bottom line total of your budget.

This requires approval from the Board of Commissioners. Please fill out this form and present it to the County Administrator, with appropriate documentation supporting the amendment request.

DATE: 7/31/2016

Request to Amend the 2015/16 Budget for the following:

Account to be Increased:

| Line Number | Account Name | Amount |
|----------------|------------------------|-----------|
| 214-651-714.00 | Wages - Part-time | 15,700.00 |
| 214-852-715.00 | RX Utilization Program | 15,400.00 |

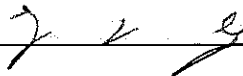
Total \$ 31,100.00

Account to be Decreased:

| Line Number | Account Name | Amount |
|----------------|-----------------------------|-----------|
| 214-655-402.00 | Current Real Property Tax | 16,000.00 |
| 214-851-687.00 | Refunds/Rebates Insurance | 8,700.00 |
| 214-871-687.00 | Workers Comp Refund/Rebates | 6,400.00 |

Total \$ 31,100.00

SIGNED: _____



Human Resources (HR) Report

**HR Committee - Special
Meeting Notes
August 8, 2016**

The meeting was called to order by Commissioner Gary Sauer at 2:00 pm

Present: Coury Carland and Gary Sauer
Excused: Evan Warsecke
Others Present: Dawn Olney, Mitch Deisch, Maridee Cutler

The pledge of allegiance was given.

Agenda: Motion by Carland, seconded by Sauer, to approve the agenda as amended, removing item 5, Approval of Minutes. Ayes: All Nays: None Exc: Warsecke Motion carried.

Public Input - None

COAM Sergeants Union Contract: Mitch stated that this group has split off from COAM Corrections; corrections is not 312 eligible; this was approved a while ago and it is just coming up for final approval.

Motion by Carland, seconded by Sauer, to recommend to the Board of Commissioners to approve the COAM Road Command Unit contract as presented. Ayes: Carland and Sauer Nays: None Exc: Warsecke Motion carried.

Other: None

Public Input: None

Motion by Carland, seconded by Sauer, to adjourn at 2:29 p.m. Ayes: Carland and Sauer Nays: None Exc: Warsecke Motion carried.

Dawn Olney
Benzie County Clerk

Motion by _____, seconded by _____, to adopt the HR Consent Calendar are follows:

1. To approve the COAM Road Command Unit contract as presented.

DRAFT

ORIGINAL FOR EXECUTION

AGREEMENT

Between

COUNTY OF BENZIE

And

COMMAND OFFICERS ASSOCIATION OF MICHIGAN (COAM)

ROAD COMMAND UNIT

Terminating September 30, 2016

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AGREEMENT

This Agreement effective this _____ day of _____, 2016, to September 30, 2016, by and between the Benzie County Sheriff and the Board of Commissioners located at Beulah, Michigan, party of the first part and hereinafter termed the "EMPLOYER", and the Command Officers Association of Michigan (COAM) for the Road Command Unit, located at 27056 Joy Road, Redford, MI 48239-1949, party of the second part and hereinafter called the "UNION".

ARTICLE I PURPOSE AND INTENT

1.1: The general purpose of this agreement is to set forth terms and conditions of employment, so that the parties hereto, may in an orderly and peaceful fashion, carry out their mutual desire to work together harmoniously and continue to maintain labor relations that will facilitate the peaceful adjustment of grievances, prevent strikes and lockouts. The parties agree that each must continue to promote improving relations between the parties and fulfill the objectives of the Sheriff's Office to discharge its responsibility to the public in securing the public safety and welfare to inspire the confidence and respect of the public which will serve the best interest of the Employer, the Union, the employees of the Sheriff's Office the citizens of Benzie County.

ARTICLE II RECOGNITION

2.1: The Collective Bargaining Unit. The Employer hereby agrees to recognize the Command Officers Association of Michigan as the sole and exclusive bargaining agent to the extent permitted and required by Act 336, State of Michigan, Public Acts of 1947, as amended, for all the employees employed by the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment:

All 312 eligible full-time sergeants, corporals, and lieutenants of the Benzie County Sheriff's Office, but excluding: the sheriff, undersheriff, and all other employees.

ARTICLE III
UNION SECURITY

3.1: Agency Shop. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee regarding such matters.

Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement satisfied itself that the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

In accordance with the policy set forth under paragraph A of this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union the periodic monthly dues and initiation fees uniformly required of all members, or pay the Union a service fee to be set by the Union in accordance with the applicable provisions of the State and Federal laws. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later. For new employees, the payment shall start thirty-one (31) days following the date of employment.

The Union agrees that in the event of any and all claims, liability or litigation against the Employer, its agents or employees, arising out of this provision, the Union will defend, indemnify and hold harmless the Employer, its agents and employees for any monetary award, costs or fees arising out such litigation.

ARTICLE IV
DUES DEDUCTION

4.1: Check-Off Authorization Form. During the life of this Agreement, the Employer agrees to deduct the regular payment of the current rate of monthly Union dues and initiation fees, or service fees, as established by the Command Officers Association of Michigan, from the pay of each employee who voluntarily executes and

files with the Employer a proper checkoff authorization form. The following checkoff authorization form shall be used exclusively and shall be supplied by the Union:

BY: _____
(Please Print) Last Name First Name Middle Name

Name of Employer Department

EFFECTIVE: , 20____. (Next Payroll)

TO:

I hereby request and authorize you to deduct from my earnings each payroll an amount sufficient to provide for the regular payment of the current rate of monthly 1) Union dues; 2) service fee as established by the Command Officers Association of Michigan. The amount deducted shall be paid to:

COMMAND OFFICERS ASSOCIATION OF MICHIGAN - COAM
27056 Joy Road, Redford, MI 48239-1949

SIGNATURE: _____

Mailing Address: _____
Number Street City Zip

4.2: Completed Check-Off Forms. A properly executed copy of the written checkoff authorization form for each employee for whom dues, initiation and service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under the written checkoff authorization forms which have been properly executed and are in effect. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.

4.3: Deductions. Deductions are dues, initiation and service fees for any calendar month shall be made from the first (1st) pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or service fees. In the event an employee is absent from work during the first (1st) pay period, such deduction shall be made from the first (1st) period of the following month together with the deduction for the current month. Deductions for any calendar month shall be remitted to the designated financial officer of the Union not later than the fifteenth (15th) day of each month.

4.4: Duplicate Payments. In cases where a deduction is made which duplicates a payment already made to the Union by the employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.

4.5: Dues and Fees. The Union shall notify the Employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts.

4.6: Dispute. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

4.7: Termination of Employment. The Employer shall not be responsible for Union dues or service fees after an employee's employment relationship with the Employer has ended. The procedure for deduction Union dues or service fees to take into periods of absence due to layoff or leaves shall be governed by the provisions of the Union's Constitution and By-Laws.

4.8: Liability. The Employer shall not be liable to the Union, its members or the employees it represents once such sums have been remitted to the Union and, further, shall not be liable if such sums are lost when remitted by the United States Postal Service.

4.9: Union Address. All dues and service fees so deducted shall be sent to the Treasurer of the Command Officers Association of Michigan at 27056 Joy Road, Redford, MI 48239, or such other address as the Employer may be advised of in writing by the Union.

4.10: Hold Harmless. The Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues or the service fee and to indemnify and defend the Employer against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer pursuant to this section and Article III.

ARTICLE V REPRESENTATION

5.1: Stewards. The Employer agrees to recognize one (1) steward elected or appointed by the Union from among employees in the bargaining unit with one or more years seniority for the purpose of processing grievances and/or recognizing non-employee representatives. An alternate steward will be recognized by the Employer

when the regular steward is absent from work. The Union agrees that the steward will not let his stewardship interfere with his duties or the operations of the Sheriff's Office, and the Employer agrees to give the steward reasonable time and access to other officers to fulfill his obligations hereunder. The Union will be allowed to have a representative attend to required union business and the representative(s) will be paid up to forty (40) hours straight time collectively in additional wages a year. The authority of the steward and alternate so elected by the local union shall be limited to, and shall not exceed, the following duties and activities:

- A. To investigate and present grievances to his Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement.
- B. The transmission of such messages and information, which shall originate with, and are authorized by the local union or its officers, provided such messages and information:
 - 1. Have been reduced to writing; or
 - 2. If not reduced to writing, are of a routine nature, and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The local president shall serve as the steward and the local vice-president shall serve as the alternate steward.

5.2: Notification. The Employer shall be informed in writing of the names of the steward and alternate. All official communication from or to the Employer shall be from or to the steward.

5.3: Visitation. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours, to talk with the steward of the local union and/or representatives of the Employer concerning matters covered by this Agreement, provided the representatives of the Union first announce their intentions to the officer in charge who shall make the necessary arrangements for such consultation so as not to disrupt the work of the department and the employee(s) involved.

5.4: Special Conferences. For important matters of mutual concern not being processed as a grievance under this Agreement will be arranged between the Employer, steward, and COAM and any outside parties requested to attend. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective

negotiations, nor to in any way modify, add to or detract from the provisions of this Agreement.

ARTICLE VI
MANAGEMENT RIGHTS

6.1: Management Rights. The management of the Employer, the determination of all matters of management policy; the services to be furnished; the nature and number of facilities and departments to be operated and their location; the direction of the working force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend, or discharge for just cause, promote, transfer or layoff employees, or to reduce or increase the size of the working force; to unilaterally establish reasonable rules and regulations, or to make judgments as to the ability and skill, is within the sole prerogatives of the Employer, provided, however, that they will not be used in violation of any provisions of this Agreement. The Employer shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service, the schedules and standards, of work, methods, processes, means and materials to be used, and except as prohibited in this Agreement, the Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, but it shall also have the right to study and use improved methods of equipment and outside assistance (sub-contracting) if necessary. It is understood that except as expressly limited in this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the Sheriff's Department operations.

ARTICLE VII
GRIEVANCE AND ARBITRATION PROCEDURE

7.1: Definition of Grievance. A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of a specific provision of this Agreement which is subject to the grievance and arbitration procedures established herein.

Step 1. Verbal Procedure. An employee with a complaint shall discuss the matter with the Sheriff or his representative within ten (10) calendar days following the incident which gave rise to the complaint. If requested by the employee, he may have his steward present. If the complaint is not satisfactorily settled, it may be advanced according to the written procedure.

Step 2. Written Procedure. Within ten (10) calendar days from the Sheriff's answer in the verbal procedure, the complaint shall be reduced to writing, citing the sections of the contract which are alleged to have been violated and signed by the employee or the Union and then presented to the Sheriff. The Sheriff and the Union representative and grieving party, if requested by the Union representative, shall discuss the grievance in an attempt to resolve the matter. The Sheriff shall place his answer on the grievance form and return it to the Union representative within ten (10) calendar days after the grievance meeting. If the grievance is not satisfactorily settled, it may be advanced according to Step 3.

Step 3. Appeal to County Personnel Committee. Failing to resolve the issue in the second step, the claimant shall within ten (10) calendar days of the Sheriff's or his designee's disposition provide a written request delivered to the County Administrator's Office requesting the Administrator arrange a meeting between the Union and the Labor Sub Committee to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed ten (10) calendar days unless a longer time is mutually agreed upon. The Labor Sub Committee may designate the County Administrator to act in their behalf to hear selected grievance. The Labor Sub Committee/County Administrator shall give a written answer affirming and granting the grievance or denying the grievance. If the Committee or Administrator is unable to answer the grievance, the matter shall be moved to the full County Board of Commissioners for a written answer. If the grievance is denied or the Labor Sub Committee or the Board of Commissioners fail to answer in a timely manner, the grievance may be submitted to arbitration as hereinafter provided for in this Agreement. The parties may waive Step 3 by mutual agreement reduced to writing.

Step 4. Request for Arbitration. In the event that the last step fails to settle the grievance, the Union may submit the grievance to arbitration by giving the Employer written notice within thirty (30) days following the Employer's answer.

7.2: Selection of Arbitrators. If a timely request for arbitration is filed by the Union, the arbitrator will be selected from a list of arbitrators submitted by the Michigan Employment Relations Commission (MERC) consistent with MERC's normal procedures. The arbitrator's charges for his services and expenses shall be shared equally by the Employer and the Union. Each party shall pay the fees, expenses, wages and other compensation for their own witnesses, representatives and legal counsel.

7.3: Arbitrator's Powers. The arbitrator shall be limited to the application and the interpretation of this Agreement as written. He shall have no power to add to,

subtract from, or modify this Agreement in any respect, nor shall he have the power to change any classification wage rate, to rule on any claim arising from a decision of a third party carrier, nor shall he have authority to rule upon the exercises of the Employer's rights not specifically abrogated by specific provisions of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside of this Agreement or rule upon which persons the Sheriff shall deputize and which persons will be delegated the Sheriff's law enforcement authority. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. No decisions in any one case shall require retroactive wage adjustments in any other case. All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned, less any compensation or unemployment benefits that he/she may have received from any employment source during the period of the back pay. Any grievance which arose prior to the effective date of this Agreement shall not be processed and no award of the arbitrator shall be retroactive any earlier than the time the grievance was first submitted. The arbitrator's decision shall be final and binding upon the Union, the Employer and the employees of the bargaining unit.

7.4: Time Limitation. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement.

7.5: Grievance Resolution. All grievances which are satisfactorily resolved at the first (1st) and second (2nd) step of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the County Board of Commissioners at its next regularly scheduled monthly meeting before they are binding on the Employer. The time limits set forth in Step 1 and Step 3 of the Grievance Procedure shall be stayed during the period in which such grievance resolutions are referred to the County Board of Commissioners under this section. If the resolution of grievance is disallowed by the County Board of Commissioners, the Union shall have five (5) days following receipt by the Steward of notice of the County Board of Commissioners' action to resubmit the grievance at the arbitration step in the Grievance Procedure held prior to such disallowance. If the grievance is not resubmitted in a timely fashion, it shall be deemed to be withdrawn by the Union.

7.6: Grievance Settlements. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved.

7.7: Statutory Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining

unit. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment which establishes a procedure whereby the employee may challenge the Employer's determinations regarding the employee's employment status, wages, hours or working conditions, will be required to, no later than Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or his/ her statutory remedies as his/her single means of challenging the Employer's determination. If the employee elects to pursue his/her statutory remedy, or fails to make an election, any grievance concerning the Employer's determination shall be considered withdrawn by the employee and the Union and, further, shall not thereafter be subject to any arbitration proceeding. This section shall not apply to unfair labor practice charges filed with the Michigan Employment Relations Commission.

ARTICLE VIII SENIORITY

8.1: Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Sheriff's Office commencing from his last date of hire. Time in grade seniority shall mean the length of continuous service, commencing from the date of the employee's promotion to their particular grade and within their respective division. Seniority within a division will be the basis for considerations such as shift picks, vacation picks, overtime, personal time or other days off as they are applicable.

- A. All full-time employees shall serve an original probationary period of 2080 hours of service, subject to Article IX, sections 9.1, 9.2 & 9.3.
- B. Employees who apply and are selected for employment in another division of the sheriff department will be considered as a new employee within that division but will retain seniority with the county for accumulation of vacation eligibility, longevity pay, vesting and other applicable considerations as they pertain to length of service.
- C. Employees who apply and are selected for a position in another division of a higher wage classification shall be placed on the wage schedule at a rate that is equal to or greater than the currently held position. Employees who apply and are selected for a position in a lower wage classification shall be placed on the wage schedule at the rate that reflects the employee's total years of continuous service.

8.2: Seniority. The seniority of an employee shall commence from the last date of hire, provided the employee has successfully completed his/her probationary period which is mutually agreed upon between the Union and the Employer or as provided by

this Agreement. An employee shall forfeit seniority and employment for the following reasons:

- A. If he/she resigns, quits or retires.
- B. If he/she is discharged or terminated and the termination or discharge is not reversed.
- C. If he/she has been on layoff status for a period of four (4) years.
- D. If he/she is absent for four (4) consecutive working days without authorization from the Employer.
- E. If he/she fails to return to work on the required date from a leave of absence, vacation or disciplinary suspension. In case of an emergency, up to a seventy-two (72) hour grace period may be allowed.
- F. If he/she is convicted of a felony or pleads guilty or nolo contendere, or to a misdemeanor punishable by one (1) year or more of imprisonment.
- G. If he/she makes an intentional false statement on his/her employment application or on any official police report relating to law enforcement functions (e.g. warrants, complaints and similar documents).
- H. If he/she fails to report to work within ten (10) working days following notification of recall from layoff sent by certified mail, return receipt requested, to his/her last known address.
- I. If he/she has been on sick leave for a period of time in excess of all accumulated sick, vacation, and other credited benefit time.
- J. If a settlement with the employee has been made for total disability.

8.3: For conviction, plead guilty or nolo contendere to OWI, it shall result in a 30 day suspension and assessment which shall not be grievable. If the assessment proposes treatment, the officer shall comply. Failure to comply by the officer shall result in termination of employment. However, nothing shall preclude the Sheriff from taking more severe discipline action.

8.4: Seniority List. An up-to-date seniority list shall be furnished to the Union from time to time, upon request.

ARTICLE IX
PROBATION

9.1: Probationary Period. All full-time new hire employees shall serve a probationary period of 2080 hours. If an employee is absent from work, because of illness or other reasons for a period of fifty-six (56) consecutive hours or longer, such period of his absence shall be added to the 2080 hour probationary period. Absence because of an in service training or job related injury shall not be added to the probationary period.

9.2: Representation. Until an employee has completed the probationary period, he/she may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the grievance and arbitration procedure. The Union may represent probationary employees with regard to wages, hours and working conditions, but shall not represent the employees for any of the aforementioned issues. There shall be no seniority among probationary employees.

9.3: Benefits. During the probationary period an employee shall be eligible for employee benefits, except as otherwise provided within this Agreement.

ARTICLE X
DISCHARGE, DEMOTION AND DISCIPLINE

10.1: Definition. Discipline, as used in this Agreement, shall mean an action from a written reprimand to any action taken which results in loss of pay and/or discharge. Verbal and/or written counseling reports and employee evaluations are not considered to be disciplinary actions and are, therefore, not subject to the grievance procedure. Written counseling reports will not be kept in the personnel records. Such counseling reports and evaluations shall not be used as a basis for future disciplinary actions, except to verify that an employee has been made aware of the Employer's concern in the areas covered.

10.2: Notice of Discipline, Discharge or Demotion. The Employer agrees that no non-probationary employee will be disciplined or demoted without just cause. The Employer further agrees to promptly, upon the discipline or demotion of a non-probationary employee, notify in writing the steward of the discipline or demotion and the reasons for the same.

10.3: Discussion of Discipline, Discharge or Demotion. A discharged or demoted non-probationary employee will be allowed to discuss his discharge or

demotion with the steward, so long as such discussion does not interfere with their assigned duties, and the Employer will provide a suitable room, off the premises, where they may meet. Upon request, the Employer or his designated representative will discuss the discharge or demotions with the non-probationary employee and the steward. Any non-probationary employee may request the presence of the Union steward in any conference in which the Employer intends to impose discipline involving discharge or demotion and a conference with a non-probationary employee to impose such discipline will be adjourned at the request of the employee until the steward is available to join the conference.

10.4: Appeal of Discipline, Discharge or Demotion. Should the discharged or demoted non-probationary employee consider the discharge or demotion to be improper, a complaint shall be presented in writing through the steward to the Employer within two (2) regularly scheduled working days of the discharge or demotion. The Employer will review the discharge or demotion and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the non-probationary employee, the matter shall be referred to Step 3 of the grievance procedure.

10.5: Discipline. A disciplined non-probationary employee will have full rights under the grievance procedure. Disciplinary warnings will not be used after two (2) years if an employee has no further disciplinary actions in that two (2) year period, unless they are directly related to the current discipline. A discipline in which the penalty is ten (10) days or more to which a probationary period is assessed shall not be used after four (4) years, if the employee had no further discipline in which the penalty was ten (10) suspension days or more, or to which a probationary period was assessed during the four (4) year period.

10.6: Garrity. The parties to agree to language to be added to contract. An appendix will be added which will summarize Garrity (see Appendix B).

10.7: Progressive Discipline. It is mutually agreed that progressive discipline for minor offenses should be employed and therefore the employee shall first receive an oral and written warning notice before more severe discipline is issued. The Union acknowledges, however, that a warning notice, whether verbal or written, need not be issued first for major infractions.

ARTICLE XI LAYOFF AND RECALL

11.1: Layoff. In the event of reduction in the work force, layoffs will occur by classification which shall be by time in that classification (rank), with temporary employees being laid off first. Thereafter, the employees with the least seniority in the classification shall be laid off, unless an employee with more seniority in the

classification volunteers. If, as a result of a layoff, an employee is assigned to a lower paying classification, the employee shall receive the pay of the classification to which originally assigned, for the first six (6) months after which time the employee shall revert to the rate of pay of the classification. An employee electing a voluntary layoff shall not have the right at a later date to rescind the election and return to work. His sole right to return to work shall be pursuant to the recall provisions of paragraph 11.2 of this article.

11.2: Recall. When the working force is increased after a layoff, an employee shall be recalled to the classification from which he/she was laid off regardless of assignment in inverse order of layoff, if qualified. If an employee fails to report for work within ten (10) working days from the date of receipt of certified mailing of notice of recall, he/she shall be considered to have quit. If notice is not received by mailing to the last known address, all rights to recall shall be terminated after twenty (20) days from return of the undelivered notice. However, an employee may refuse a temporary recall of less than thirty (30) days when the Employer advises the employee that the recall is temporary without losing subsequent recall rights. This right of recall expires when the employee is on layoff for four (4) years.

11.3: State and Federal Funded Employees. It is recognized that any job or position which is funded wholly or partially by State and/or Federal monies may be terminated upon the cessation of such State and/or Federal funding, and employees affected by such termination may be laid off in accordance with the layoff provisions of this Agreement.

ARTICLE XII VACANCIES AND TRANSFER

12.1: Temporary Assignments. An employee who is assigned by the Sheriff or his designee to a higher classification shall receive the pay of said higher classification, if the assignment exceeds two (2) weeks. An employee may be temporarily assigned to work in any position in the same or lower classification and shall not suffer any loss of pay during the period of such temporary assignment.

12.2: Permanent Vacancies. The Employer will fill permanent classification vacancies as soon as possible when need for such action is necessary, as determined and/or established by the Employer. However, the Employer may make temporary assignments for no more than a one (1) year period.

ARTICLE XIII
PROMOTIONS

13.1: Promotions. Promotional opportunities for employees will be posted for a minimum period of six (6) days, and employees desiring to be considered for such promotions shall advise the Sheriff in writing. To be considered for promotion an employee must have a minimum of three years service within the division. In making such promotions, the Sheriff will consider the seniority and the qualifications of the applicant. In considering qualifications non-discriminatory written oral examinations will be given, scored and made available to all candidates. Objective analysis such as the applicant's work record, training, and experience will also be evaluated. The Sheriff will have the right to pick between the top two candidates. A promotion list will be in effect for one year after it has been established. The jobs required to be posted under the provisions of the agreement include all promotions within the department excluding Undersheriff.

13.2: Non-Bargaining Unit Position. In the event a unit employee is promoted to a supervisory or other non-bargaining work position and he elects on or before one hundred and eighty (180) days in the new position to return to his former job in the bargaining unit, he may do so without loss of seniority or benefits. Further, in the event an employee returns to the bargaining unit after fulfilling a non-bargaining unit position beyond the one hundred and eighty (180) days, all seniority accumulated while in the bargaining unit shall not be lost, but such time shall not accrue during the non-bargaining work assignment. Any person having served in this bargaining unit, and serving in a higher office, may be returned to this bargaining unit by the Sheriff at his sole discretion and will be reinstated in the bargaining unit.

13.3: Promotional Trial Period. All promoted employees shall serve a one hundred and eighty (180) day trial period. Employees may be returned to their previous position at any time during the trial period by the Employer in its sole discretion, and neither the employee so assigned nor the Union shall have recourse through the grievance procedure over such reassignment. The employee may also elect to return to their position without loss of seniority and benefits during this trial period.

13.4: Job Descriptions. The Union shall be provided copies of any changes to bargaining unit job descriptions.

ARTICLE XIV
HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE

14.1: Work Schedule. The regular schedule of an employee's work period shall consist of eighty (80) hours for two week pay periods. The normal work day consists of eight (8) hours inclusive of a paid meal period.

Notwithstanding the above, effective September 30, 2016, the County may implement an 80 hour pay period schedule at its discretion.

It is recognized and understood that deviations from the regular schedules of work may be necessary and may unavoidably result from several causes, such as, but not limited to, rotation of shifts, vacation, leaves of absences, employee request, and emergencies.

Work Schedule: Work schedule will be for a minimum of thirty (30) days. The schedule will be posted thirty (30) days in advance of implementation. Work schedules shall not be changed except for emergencies without an agreement between management and the employee involved.

14.2: Four (4) Days - Ten (10) Hours. The Employer and the Union may enter into a 4 day - 10 hour work week plan if both the Employer and Union member mutually agree. In such case, the overtime rate shall be paid on all hours worked in excess of ten (10) hours in a day or eighty (80) hours in a pay period. The parties may consider a twelve (12) hour schedule if mutually agreed to by both the Union and Sheriff.

14.3: Twelve (12) Hour Shifts. The Employer and the Union may enter into a twelve (12) hour schedule. In such case, the overtime rate shall be paid on all hours worked in excess of twelve (12) hours in a day or eighty-four (84) in a pay period.

While working a twelve (12) hour shift, only one employee from each shift (day shift, or night shift) will be approved for scheduled vacation, holiday or compensatory time. A second employee may be given time off, if the time off is requested at least thirty (30) days in advance, or if there is adequate staffing so that the approval of the requested time off does not result in overtime being paid to cover the shift.

14.4: Overtime. All hours worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of time and one-half (1-1/2).

14.5: Compensatory Time. Employees in the bargaining unit shall have the option to choose their compensation for overtime pay. The options are as follows:

- A. An employee may, at his/her option, elect to be compensated at overtime rates in pay for any and all hours worked that by the current collective bargaining agreement call for premium or overtime compensation rates.
- B. An employee may, at his/her option, choose in lieu of overtime payment in cash and elect to receive compensation for overtime work in compensatory time off. Such time off shall be earned and

paid at overtime rates. For example, if an employee works two (2) hours of overtime, and that employee elects to receive compensation in the form of compensatory time off, that employee's compensatory time bank will be credited for three (3) hours toward time off to be taken at a later date. An employee wishing to take time off by using accrued compensatory time must have prior approval from the department head before taking the desired time off. Compensatory time off requests shall not be unreasonably denied. Compensatory time may be accumulated to a maximum of eighty (80) hours (straight time).

14.6: Call-In Overtime. Employees called in two (2) hours or more prior to the start of their regular shift or called back to work after completions of their regular shift shall be guaranteed a minimum of three (3) hours pay at the rate of one and one-half times their straight time hourly rate, inclusive of all court appearances. Continuing work at the completion of a regular shift shall not constitute call in. Call-in assignments shall be made on a rotating basis so that employees within a classification shall have a reasonably equal opportunity for such assignments.

Call-in Coverage for 12 Hour Shifts.

- A. If an employee calls in sick and additional staff is required to cover the sick employee's shift and platoon, the Employer may first offer the work to part-time employees who are unscheduled for the shift.
- B. If part-time employees are not available to cover an open shift, and coverage is needed, a full-time employee from same shift, but opposite platoon will be required to work the shift.
- C. Overtime will be worked following a rotating call-in, in which each shift and platoon will provide an updated list of who to call. A new list will be provided prior to and become effective each Sunday and remain in effect through the following Saturday.
- D. If another employee from the same shift and same platoon wishes to take the overtime that is provided, a written agreement between the effected employees must be in place prior to the open shift. A form will be developed for this purpose.

14.7: Notice of Court Dates. Insofar as possible and if the Sheriff has advance notice, he will attempt to notify employees at least one (1) week in advance of an anticipated court date. The Union understands that it is not always possible that advance notice be given.

14.8: Shift Differential. Employees who do not work a 12 hour shift will be paid a differential of twenty-five cents (\$.25) per hour for all hours worked between 3:00 p.m. and 11:00 p.m. and a differential of fifty cents (\$.50) per hour for all hours worked between 11:00 p.m. and 7:00 a.m. Employees working a 12 hour night shift will be paid a differential of thirty-eight cents (\$0.38) per hour for all hours worked during the night shift. For purposes of computing overtime pay the shift premium is not part of the base rate of pay.

14.9: No Pyramiding. There shall be no pyramiding or duplication of overtime premium, shift premium, call-in pay, court time or other overtime or premium payments except for holiday pay. When working on a holiday, all hours in excess of scheduled time will be paid at double time.

14.10: Divisional Overtime. Command officers will be called first to cover time vacated by command within each division. If the eligible command officers refuse the overtime, the time may then be offered to other officers according to seniority within each division.

ARTICLE XV LEAVES OF ABSENCE

15.1: Personal Leave. Personal leaves of absence without pay for a period not to exceed thirty (30) days will be granted at the discretion of the Employer. Permission for extension must be secured from the Employer.

15.2: Benefit Accumulation. No benefits shall accrue to the employee when on an authorized and approved leave.

15.3: Seniority During Leaves of Absence. During the period of absence, the employee shall not engage in gainful employment in the same type of work in classifications covered by this Agreement.

Failure to comply with this provision shall result in the complete loss of seniority rights or discharge for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights unless the sick or injured employee's employment is terminated.

15.4: Military Leave. The re-employment rights of former employees who have served with the military forces shall be covered in accordance with applicable laws and regulations.

15.5:

- A. Sick Leave. Sick leave days shall be used for actual sickness in the immediate family of the employee or documented medical appointments.
- B. All full-time employees covered by this Agreement shall be credited with sixty-four (64) hours of paid sick leave on January 1 of each year with accumulation up to and including 480 hours. For new employees, the number of paid leave hours credited will be prorated according to the number of months remaining in the calendar year. Employees hired before July 1, 1995 may accumulate in excess of four hundred eighty (480) hours, and upon employee option, hours in excess of four hundred eighty (480) hours may be converted to vacation hours at two (2) for one (1) ration providing that the employee will not convert more than ninety-six (96) hours to forty-eight (48) vacation hours in any one year.

All requested time off for employees working a twelve (12) hour shift will be based upon a twelve (12) hour shift.

- C. In the event sick leave time exceeds three (3) days, the Employer may request a certificate from the employee's physician. In cases of suspected abuse, a request may be made in less than three (3) days absence.
- D. The employee may elect annually to cash in at their then effective rate of up to eighty (80) hours of sick leave providing that a minimum balance of sixty-four (64) accumulated sick hours are maintained. The election shall be made each December 1 and shall be paid that month.
- E. An employee who terminates or is terminated from his/her employment and where necessary provides two (2) weeks written notice shall be paid for their accumulated sick leave up to fifteen (15) days at fifty percent (50%) of their regular pay.
- F. An employee who retires or dies while employed shall be paid in full for accumulated sick leave. Upon the death of the employee, the employee's designated next of kin will receive payment for unused sick leave.

G. Employees will be paid sick pay based on their regular pay classification at the time when the sick leave was taken.

H. Short/Long Term Disability.

1. Length of Benefit. The Employer shall provide and pay the full premiums for short term and long term sickness and accident insurance for all full-time employees covered by this contract. The employee who is eligible shall receive, on short-term disability, 66-2/3% of their normal weekly straight time wages for the first ninety (90) days. These benefits are subject to taxes under current IRS rulings.

The eligible employee shall receive, on long term disability, 60% of their normal weekly straight time wages starting on the ninety-first (91st) day of disability to age sixty-five (65). These benefits are also subject to tax under current IRS rulings.

2. Eligibility. Non-duty sickness and accident benefits shall be payable from the first (1st) day of disability due to accident and from the eighth (8th) day of illness. Employees may use sick time to cover leave time until benefits begin. Employees shall not be eligible for S/A benefits for any period of disability for which they are eligible for and receiving benefits under a disability retirement plan, the Social Security Act or Workers' Compensation. The parties expressly agree that the determination as to eligibility for benefits shall be governed by the terms of the respective short term and long term disability insurance policies and the insurance carrier's determination in these areas shall be controlling. Benefits shall end when the employee is eligible for social security.

3. Continuation of Benefits. The employee will continue to receive all benefits while on short-term disability (90 days) the same as if the employee were still working, including, but not limited to, sick time, vacation time, and retirement contributions.

Health Care. The County will agree to pay health insurance for up to fifteen (15) months if an employee is on short/long term insurance. The fifteen (15) month maximum is inclusive of FMLA leave time.

Employment Relationship, S/A - Workers' Compensation.

The employee's seniority and the employment relationship will continue for twenty-four (24) months from the start of an employee receiving sick and accident benefits or Workers' Compensation payments. Beyond the twenty-four (24) months, the Employer may terminate or otherwise remove from employment.

4. Bridge Over/Safety Net. Employees may use sick, holiday, vacation, personal or any other paid time they have to bridge over and meet the eligibility requirements for short-term disability. Employees, upon request, may elect to use paid sick time in their banks before entering into short-term disability. It is expressly understood that an employee may not use paid sick time and receive disability benefits for the same days of missed work.

Safety Net. This provision is intended to be used in the event a dispute occurs over whether an employee is experiencing a disabling condition and/or whether the condition is work related or non-work related. It is understood that both parties, the Employer and the employee, must agree that a disability exists for which compensation will be paid before payment to the employee will be advanced in the form of the value of the lesser benefit until the employee is receiving one or the other benefit through sick and accident insurance or Workers' Compensation payments. Upon the employee receiving a benefit they shall reimburse the Employer the appropriate amount by signing over the appropriate check or, in the case of underpayment, the Employer will make them whole according to the relevant contract provisions.

5. Workers' Compensation First Week. When an employee becomes injured or ill on the job so as to qualify for Workers' Disability Compensation and such injury or illness is of seven (7) days or less and is of insufficient duration to trigger the payment of Workers' Compensation payments, the Employer agrees to compensate the employee for any lost pay or benefits resulting from the work-related injury or illness. This coverage shall be limited to the areas of: auto accidents, assaults, attempted rescues/assists.
6. Payment in Lieu of Health Care. The County will agree to continue to pay employees who are receiving pay in lieu of

health care who are on short/long term insurance for up to fifteen (15) months.

15.6: Funeral Leave. All full-time members covered by this Agreement may be allowed three (3) days paid leave not to be deducted from sick leave for purposes of participating in the arrangements and funeral of an immediate family member. One (1) day must be used to attend the actual funeral to be eligible for paid leave. "Immediate family" is defined as the following: mother, father, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, all other in-laws, grandparents of both the member and his/her spouse and a member of the employee's household. If the funeral is held five hundred (500) miles or more away from Beulah, Michigan, one (1) additional day will be granted. An employee may elect to take two (2) additional days provided that said days are chargeable to sick leave.

ARTICLE XVI HOLIDAYS

16.1: Recognized Holidays. All regular employees will be credited with eighty (80) hours of future holiday leave with new employees being prorated based on their date of hire.

New Year's Day
Memorial Day
Independence Day
Labor Day
Christmas Eve Day

Thanksgiving Day
Christmas Day
Veteran's Day
Easter Sunday
New Year's Eve

All requested time off for employees working a twelve (12) hour shift will be based upon a twelve (12) hour shift.

16.2: Holidays Worked. All employees working on an established holiday will be paid time and one-half (1-1/2) for all hours worked in addition to holiday time.

16.3: Personal Time. All full-time employees shall be entitled to thirty-two (32) hours personal time annually. Personal time may be used with the approval of the Sheriff or his/her designee, and approval will not be unreasonably withheld. However, employees must provide seventy-two (72) hours prior notice unless waived by the Sheriff or his designee. It is understood that if it is difficult to obtain coverage, the Sheriff shall have the right to use qualified part-time employees for the coverage. The employee will be paid for personal time not used in the calendar year in January of the following year. All requested time off for employees working a twelve (12) hour shift will be based upon a twelve (12) hour shift.

16.4: Proration. For any employee who either enters or leaves employment in mid-year, the holiday, vacation and personal time will be pro-rated. Proration will be based upon the date the employee actually begins work or the last date the employee actually works. The Employer shall have the right to deduct any money due from the employee's final check.

ARTICLE XVII
VACATIONS

17.1: Vacation. Employees hired before October 1, 2011, with the required seniority shall earn vacation leave with pay in accordance with the following schedule:

| | |
|----------------------|-----------|
| After one (1) year | 80 hours |
| After four (4) years | 120 hours |
| After ten (10) years | 160 hours |

Full-time employees hired on or after October 1, 2011, with the required seniority shall earn vacation leave with pay in accordance with the following schedule:

| | |
|----------------------|-----------|
| After one (1) year | 80 hours |
| After four (4) years | 120 hours |

All requested time off for employees working a twelve (12) hour shift will be based upon a twelve (12) hour shift.

- A. As far as possible, vacations will be scheduled at the convenience of the employee. However, the Employer reserves the right to establish regulations for picking the vacation schedule.
- B. For employees hired before October 1, 2011, vacation time may be carried over to new year with a maximum carry over equal to the employee's annual accrual. For new employees hired on or after October 1, 2011, vacation time may be carried over to new year with a maximum carryover of eighty (80) hours. The above does not apply to employees promoted from another bargaining unit.
- C. Vacation year definition: The vacation year for the purpose of this Agreement is a twelve (12) month period, beginning with the employee's hiring date with the Employer.
- D. Vacation time shall not accumulate during any personal leave of absence.

- E. Employees will be paid vacation pay, based on their regular pay classification, immediately prior to the vacation.

ARTICLE XVIII
INSURANCE

18.1: Hospitalization - Medical Coverage.

- A. Health insurance. Bargaining unit members and their dependents shall receive the same health insurance and under the same terms and conditions as non-union employees.
- B. Dental and Vision Insurance. The County agrees to provide dental insurance coverage for full-time employees and their dependents equivalent or better than 100-80-50-1000. The County also agrees to provide vision insurance for full-time employees and their dependents equivalent to VSP 24/12/12.
- C. Contingency Rider. If an employee qualifies to elect a contingency rider, the employee will pay ten percent of the monthly cost of that rider.

18.2: Duplicate Coverage. An employee may choose not to be covered by the dental and hospitalization insurance stated under this Article when he or she has coverage with another source. If employee waives county hospitalization coverage, they can still carry county dental insurance. The decision to waive coverage can only be made once per calendar year. A waiver agreement, provided by the Employer, must be signed by the employee. In the event the employee elects not to be covered by such dental and hospitalization insurance, the Employer shall pay the employee \$161.53 per pay period if the employee would be eligible for full family coverage, \$138.46 per pay period if the employee would be eligible for two-person coverage, and \$69.23 per pay period in the case of an employee eligible for single person. In the event that an employee elects to waive hospitalization insurance, but retains dental coverage, the applicable dental insurance cost shall be deducted from the above amounts.

The employee has the right to rejoin with no waiting period if they are no longer covered by the other insurance source. Employees losing medical coverage from the other insurance source shall notify the Employer in time so that the employee may re-enroll in a health care plan.

In situations where a bargaining unit member's spouse is a full-time employee of Benzie County within this bargaining unit, said employees shall decide which employee receives "primary" coverage and which employee receives "dependent"

coverage. Failure by the employee(s) to make a selection within 30 days shall result in the automatic designation of the more senior employee as "primary."

In situations where a bargaining unit member's spouse is a full-time employee of Benzie County outside of this bargaining unit, the bargaining unit member shall be assigned coverage as a "dependent."

A bargaining unit member who receives either "primary" or "dependent" coverage from Benzie County shall not be eligible for any payment in lieu of coverage.

18.3: Equivalency. The parties agree that the County may provide medical or dental insurance equivalent to the options listed in Section 18.1 A and B.

Retiree Health Supplement.

18.4: The County will pay \$175 a month toward the health insurance costs of any current member who retires who was employed during the period from January 1, 2002 until December 31, 2003. The contribution toward health insurance will remain in effect for the retiree until he/she receives Social Security/Medicare benefits.

18.5: Life Insurance. The Employer agrees to pay the full cost for a Twenty-Five Thousand Dollars (\$25,000.00) life insurance policy for all employees with accidental death and dismemberment.

18.6: Liability Insurance. The Employer agrees to notify the Union if it is changing from its liability coverage with its current carrier, and if such change occurs, the Union may request to negotiate regarding the same. A copy of the liability coverage will be provided annually to the Union president.

18.7: Post Retirement Health Care. The parties agree to continue through the term of this contract to explore implementing a MERS post retirement health care savings program administered by the MERS Retirement System. The program will be established as soon as the parties reach agreement on the terms and conditions of the program.

18.8: Retiree Insurance. Upon a full normal retirement from Benzie County employees and their families may buy health insurance under the current programs provided to employees, or the County may establish a separate retiree suffix to cover retirees.

ARTICLE XIX
NO STRIKE - NO LOCKOUT

19.1: Strike Defined. During the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, support, nor will any of its members take part in any strike (the concerted failure to report for duty or willful absence from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of an employee's duties) for any purpose whatsoever.

19.2: No Strike/No Lockout. The Union further agrees that, during the life of this Agreement, it will not cause, authorize or permit any of its members to cause, promote, instigate or take part in any strike as herein defined or any other activity that may disturb or interfere with the services and responsibilities of the Employer and violation of any of these provisions may be cause for immediate discharge of any individual employee participating in any such strike. Any appeal to the grievance and arbitration procedure regarding discipline imposed for a violation of this Article shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited in this Article. Employer fully agrees not to cause any lockout of the employees during the term of this Agreement.

ARTICLE XX
SAFETY AND EQUIPMENT

20.1: Safety and Equipment. The Union agrees to cooperate with the Sheriff in maintaining the premises and equipment. The Union further agrees to follow all safety rules and practices. It shall be the obligation of each employee to report any defects in equipment no later than the end of his shift. The Sheriff or his representative will inspect any equipment reported to be defective as soon as possible and promptly cause necessary repairs to be made.

20.2: Committee on Safety & Equipment. The parties to this Agreement shall establish a Joint Equipment & Safety Committee consisting of one (1) representative of the Union, one (1) representative of the Sheriff and one (1) representative of the Chairman of the Board of Commissioners. All safety ideas and complaints will be handled by the Joint Safety Committee. A written safety code shall be prepared and published by the Joint Safety Committee and will contain regulations to take immediate effect.

ARTICLE XXI
WORKER'S COMPENSATION

21.1: Workers' Compensation. Each employee will be covered by the applicable Workers' Compensation Laws and the Employer further agrees that an employee, if eligible for Workers' Compensation benefits, will receive, in addition to his Workers' Compensation benefits, an amount to be paid by the Employer sufficient to make up the difference between the Workers' Compensation benefits received and his/her regular weekly income based on forty (40) hours. The Employer's subsidy will terminate one (1) year following the commencement of Workers' Compensation benefits. There will be no loss of sick time during this period. The subsidy under this section will terminate at such time that the County is advised by the County Workers' Compensation carrier or Administrator that the County's supplemental payments must be coordinated with Workers' Compensation payments. The Employer will be notified in writing of this condition.

ARTICLE XXII
UNIFORMS AND EQUIPMENT

22.1: Uniforms and Equipment. The Employer agrees to furnish each employee with the necessary uniforms and equipment in order for said employee to carry out his responsibilities as a police officer, and shall replace or repair property damaged or destroyed in the line of duty, provided, however, an employee may be held personally liable for any damage or destruction to the Employer's property caused by his own negligence. A report of such lost or damaged property shall be made to the Sheriff or Undersheriff.

22.2: Cleaning. The Employer agrees to pay for the needed cleaning for employee's uniforms in the bargaining unit.

22.3: Footwear. The Employer agrees to reimburse each employee up to \$150 for one pair of footwear on alternating years. Two employees groups will alternately receive the allowance with the benefit to begin October 1, 2009. The Sheriff will approve the type of footwear for reimbursement and will maintain the schedule of when each employee receives his or her allowance.

ARTICLE XXIII
MISCELLANEOUS

23.1: Computation of Benefits. The Union shall have the right to examine the time sheets and other records pertaining to the computation of compensation for an

employee who has submitted a specific grievance relative to such compensation. Other records pertaining to a specific grievance, subject to applicable laws.

23.2: Captions. The captions used in sections of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

23.3: Weapons Training. The Sheriff or his designee will schedule at least one (1) paid weapons and/or firearms training session annually. Additionally, six (6) or less firearms training sessions will be scheduled throughout the year, weather permitting. Ammunition will be furnished.

23.4: Bulletin Board. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority lists and for use of the Union and Employer.

23.5: First Aid Kits. The Employer will furnish first aid kits for each patrol vehicle.

23.6: Detective Assignment. Any employee who works on a regularly scheduled assignment by the Sheriff on a plain clothes detective assignment shall receive a voucher for \$600.00 worth of clothing allowance on an annual basis, prorata as to time put in.

23.7: Prisoner Transport. In the event bargaining unit employees are utilized to transport prisoners, all prisoners that are considered dangerous shall be transported by two (2) employees. When any prisoner is transported in excess of one hundred (100) miles by unit employees, the transport shall be made by two (2) employees. It is recognized by the parties that any employee of the Sheriff's Department may be utilized for prisoner transports. It is also expressly recognized by the parties that nothing in this Subsection shall be deemed to limit the right of the Sheriff to have prisoners transported by other non-bargaining unit persons. Including, but not limited to, the Sheriff, the Undersheriff, Departmental Correction's Officers, and other law enforcement agencies.

23.8: Amendment to Agreement. Upon mutual agreement, the Employer and the Union may amend, supplement, rescind or otherwise alter this Agreement during its term. Any such changes, however, shall not be effective unless it is reduced to writing and signed by duly authorized representatives of both the Employer and the Union.

23.9: Past Practices. The parties agree that any prior practice inconsistent with the specific terms of this Agreement will be superseded by this Agreement.

23.10: Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived

at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter not specifically referred to or covered by this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

23.11: Gender. The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun, and the singular pronoun, the plural, unless the context clearly requires otherwise.

23.12: Separability. Any part of this Agreement which shall be invalid or in conflict with applicable State or Federal law by a court of competent jurisdiction, shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. The parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

23.13: Nondiscrimination. The Employer and the Union hereby agree not to discriminate because of race, religion, creed, color, national origin, handicap, age, sex or marital status as required by law.

23.14: Night Patrol. The County agrees that it will not assign a sergeant to work road patrol duties alone for any shift between dusk and dawn.

23.15: Maintenance of Conditions. The parties agree that all conditions of employment relating to general working conditions shall be maintained at not less than the minimum standard in effect at the time of signing of this Agreement, except that any condition inconsistent with the specific terms of this Agreement shall be superseded by this Agreement.

23.16: The parties agree that in the event the County Sheriff elects to modify his policy and procedure concerning the "use of Departmental Vehicles" concerning the detective/sergeant, the Sheriff shall provide the Union a copy of any such revisions in advance of the effective date, and the revisions will be a proper subject of negotiations between the parties.

23.17: The use of department owned vehicles except during regular scheduled duty hours is prohibited. No department owned vehicle will be allowed to be driven to personal homes except during authorized instances.

Authorized use will include:

Lunch Breaks
Special Assignments Known in Advance
Appointments Out of County in Early a.m. Hours
Attending Schools
Community Meetings
Returning to Duty Within 8 Hours

Except for normal breaks - all other requests for use of department vehicles to be driven to personal homes must be authorized by the Sheriff or Undersheriff.

Personally Assigned Vehicle Program. This program is designed for quicker response time in cases of emergencies. It puts more patrol cars on the road traveling to and from work, giving higher visibility. This in itself helps deter and reduce crime. This program will also result in a reduction of patrol vehicle expenses.

1. Personally assigned vehicles will be assigned to certified police officers that are off of probation. The Sheriff may assign a PAV to a deputy that is on probation at his sole discretion.
2. The PAV is to operate only to and from work and during working hours or on official business. The vehicle is not to leave the County other than on official business. You should be prepared to document the use of your PAV outside the County of Benzie. Specifically, the vehicle will not be at a place that serves alcoholic beverages except on official business.
3. You are not to operate the PAV after consuming alcohol or drugs, except those medications prescribed for you by your physician.
4. To be assigned a PAV you must be a resident of Benzie County.
5. The PAV will be inspected monthly and subject to random inspections by your supervisor.
6. The PAV is to be kept clean inside and out and well maintained.
7. The police radio is to be on at all times while operating the PAV and at an audible level you can hear.
8. An employee with a PAV will be in their vehicle by the start of their shift, in uniform and ready to work.

9. The certified police officers will be responsible to the maintenance of their PAV including oil changes, vehicle upkeep and maintenance.

10. A copy of all maintenance records or bills will be forwarded to the Sheriff's Administrative Assistant or person delegated by the Sheriff.

11. While a PAV is out of service for maintenance or repairs the office will not take another care home unless a supervisor has granted permission.

12. In the event of shortage of PAV vehicles, cars may be temporarily assigned to be left at the Sheriff's Office by seniority, starting with the most junior person.

13. An officer that fails to comply with PAV rules may have their PAV suspended from the program for just cause.

23.18: Travel Time. In the event an employee is required to travel to training at a location outside of a county not contiguous with Benzie County, at a time outside of their regular work schedule, shall receive compensatory time at the appropriate rate for such travel time.

23.19: County Meal/Travel Policy. Full-time employees covered by this Agreement shall be eligible for compensation or reimbursement under the County's meal allowance policy. The Employer shall provide a copy of the policy to the Union as it is updated.

ARTICLE XXIV WAGES

24.1: Wages. Wages shall be set forth in Appendix A hereto.

ARTICLE XXV LONGEVITY

25.1: Longevity Payments. Employees shall receive longevity payments as a separate check on the first pay period following the employee's anniversary date each year in accordance with the following schedule:

After completion of 5 years \$300.00
After completion of 8 years \$500.00

Beginning the 9th year of service, \$30.00 shall be added for each additional year of service.

Employees hired on or after October 1, 2011, will not be eligible for longevity payments. If an officer is promoted from another Sheriff's Department bargaining unit, he/she will still be eligible for longevity if he/she was eligible for the same in the other unit.

ARTICLE XXVI
PENSION

26.1: Pension. The present recognized pension system shall be maintained.

26.2: For employees hired before October 1, 2011, the pension plan is the Michigan Municipal Employees Retirement Plan of the State of Michigan (MERS). The current benefit level is the B-3 level with V-B vesting and F-55 (25 years). The Employer shall contribute additionally 1.00% toward the benefit level B-4. The employees shall pay the remaining costs to move from level B-3 to level B-4. The Employer shall provide the MERS F25 rider (25 years of service no age). The employees shall raise their contribution rate to a total of two (2%) percent.

For employees hired on or after October 1, 2011, the pension plan is the Michigan Municipal Employees Retirement Plan of the State of Michigan (MERS). The benefit level is B-2 with 10 year vesting, F-55 and 25 years of service. This does not apply to an employee who is promoted from another unit if he/she was eligible for a better plan under the contract from the other bargaining unit.

Effective October 1, 2013, employees shall contribute an additional 1% over the 2012 contribution (2%) for a total contribution of 3%. Effective October 1, 2014, employees shall contribute an additional 1% [total increased contribution of 2% over the 2012 contribution (2%)] for a total contribution of 4%.

26.3: Pension Level. During the life of this Agreement, employees, by a simple majority vote, may elect as a group to purchase a pension improvement E-2.

ARTICLE XXVII
MEDICAL EXAMS

27.1: Medical Exams. The Sheriff's Department may require a physical and/or psychological exam by a physician or psychologist, at the Employer's expense, to determine the employee's ability to perform his/her regular duties if the Sheriff has a reasonable basis to question the ability. The employee may obtain a second opinion, at the employee's expense, and in the event that there is a dispute between the Employer's physician and employee's physician, both of these physicians shall select a third physician whose decision shall be final and binding on the parties. The expense of

the third physician's opinion shall be split 50/50 by the Employer and the employee, if not covered by the employee's insurance.

ARTICLE XXVIII
DURATION

28.1: Termination. This Agreement shall be deemed to have become effective upon execution and shall remain in force and effect up to and including September 30, 2016.

30.2: To the extent required by MCL 423.215 (7), an Emergency Financial Manager appointed under the Local Government and School District Fiscal Accountability Act (being MCL 141.1501 *et seq*) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. Inclusion of the language under Section 15(7) of the PERA does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise constitutional and/or other legal challenges (including contractual or administrative challenges) to the validating or (1) appointment of the emergency financial manager; (2) PA 4 of 2011 (Local Governmental and School District Fiscal Accountability Act); or (3) any action of an emergency financial manager which acts to reject, modify or termination the contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 2016.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN – Road Command Unit

BENZIE COUNTY SHERIFF

, Business Agent

Ted Schendel, Sheriff

BENZIE COUNTY COMMAND OFFICERS
ASSOCIATION

BENZIE COUNTY BOARD OF
COMMISSIONERS

, President

Roger Griner, Chair

APPENDIX A

Section 1. Wage Scales. The annual wage rates below are effective the first pay period on or after the dates indicated: Figure in () is the hourly rate.

Effective April 1, 2015:

| | |
|---------------|-----------------------|
| Road Sergeant | \$52,596 (\$25.29) |
|---------------|-----------------------|

Said differential to be representative of supervisor duties and responsibilities as well as phone calls received off duty to carry out that responsibility.

Section 2. Retroactivity. Notwithstanding anything in this Appendix A or in this Agreement between the parties, no retroactive compensation or benefits shall be provided to any employees that separate employment with the County prior to ratification of this Agreement by both parties.

Effective 5/1/2011 the wage differential for command officers shall be 12.5% over the top paid classification they supervise.

Should the lower unit's trade wages for other benefits, the command contract may be opened for negotiations on that issue only.

APPENDIX B
POLICE OFFICERS ASSOCIATION OF MICHIGAN

"Constitutional Protection Statement" Garrity

"On _____ (date) _____ (time) _____
_____ at (place) _____
I was ordered to submit this report (give this statement) by
_____ (superior officer, name and rank) I submit this
report (give this statement) at his order as a condition of employment. In view of
possible job forfeiture, I have no alternative but to abide by this order.

It is my belief and understanding that the department required this report (statement)
solely and exclusively for internal purposes and will not release it to any other agency. It
is my further belief that this report (statement) will not and cannot be used against me in
any subsequent proceedings other than disciplinary proceedings within the confines of
the department itself.

For any and all other purposes, I hereby reserve my constitutional right to remain silent
under the FIFTH and FOURTEENTH AMENDMENT to the UNITED STATES
CONSTITUTION AND ANY OTHER RIGHTS PRESCRIBED by MICHIGAN laws.
Further, I rely specifically upon the protection afforded me under the doctrines set forth
in *Garrity vs. New Jersey*, 385 U.S. 493 (1967), and *Spevack vs. Klein*, 385 U.S. 551
(1956), should this report (statement) be used for any other purpose of whatsoever kind
or description.

WITNESS: _____

OFFICER: _____

Date: _____

Date: _____

Committee Appointments

Benzie County Solid Waste Advisory Committee
Board applicant interviews
August 9, 2016
SWAC Applicants: Roger Schultz and Jane Schultz

Roger and Jane Schultz were interviewed by Benzie County Chair Roger Griner, County Commissioner Evan Warsecke, SWAC Member Brianne Lindsay, Recycling Coordinator Davit Schaffer and County Administrator Mitch Deisch.

Numerous questions were asked and answered by both Roger and Jane Schultz.

A motion was made by E. Warsecke, seconded by B. Lindsay to recommend both Roger and Jane Schultz be appointed to the Benzie County Solid Waste Advisory Committee.

Regards,

Mitch Deisch, Administrator
Benzie County

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BENZIE COUNTY CLERK
BEULAH, MI 49617

EMS Advisory Committee
Board applicant interviews
August 9, 2016

EMS Applicants: Monika Fiebing, Catrina Stachnik and Chris Parrish

Monika Fiebing, Catrina Stachnik and Chris Parrish were interviewed by Benzie County Commissioner Coury Carland, County Commissioner Frank Walterhouse, EMS Advisory Board Member Gaylord Jowett, EMS Director Craig Johnson and County Administrator Mitch Deisch.

Numerous questions were asked and answered by Monika Fiebing, Catrina Stachnik and Chris Parrish.

A motion was made by G. Jowett, seconded by F. Walterhouse to recommend Chris Parrish be appointed as the ALS (non-voting) representative and Catrina Stachnik be appointed as the BLS (non-voting) representative to the Benzie County EMS Advisory Committee.

At this time there were no citizen at large positions open, thus Monika Fiebing was not eligible to fill either the ALS or BLS appointment.

Regards,

Mitch Deisch, Administrator
Benzie County

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**DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617**

ACTION ITEMS

Dawn Olney

From: Maridee Cutler
Sent: Friday, August 12, 2016 12:36 PM
To: Dawn Olney
Subject: FW: Benzie County - UWC long distance phone service LOA
Attachments: Letter of Agency - UWC.pdf; Michigan Sales and Use Tax Certificate of Exemption.pdf; Benzie County Telephone Line List - UWC.xls

Will you please add to the next agenda for the BOC? This is for our long distance service. Just need to present the Letter of Agency.

From: Paul Anker [mailto:panker@abilita.com]
Sent: Monday, August 08, 2016 12:00 PM
To: Maridee Cutler
Cc: Dan Aylward
Subject: FW: Benzie County - UWC long distance phone service LOA

Maridee:

Just wanted to follow-up on this, have you had a chance to review this paperwork ?

Paul

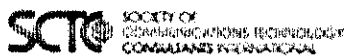
Paul Anker

Managing Consultant
Abilita-Northville
panker@abilita.com
248.412.0140 (voice)
248.412.0151 (fax)

www.abilita.com/panker



Abilita is a full-service telecom consulting firm helping clients across North America achieve greater cost efficiencies and improved performance for all of their telecommunications needs – voice, data, and wireless.



From: Joe Buss [mailto:joe@uwcbill.com]
Sent: Friday, August 5, 2016 1:27 PM
To: mcutler@benzieco.net
Cc: Paul Anker <panker@abilita.com>
Subject: Benzie County - UWC long distance phone service LOA

Maridee,

Paul Anker with Abilita asked that I forward you the paperwork for switching your outbound long distance phone service to UWC.

We need the bottom portion of the LOA form filled out (Authorized Signature, Date, Printer Name, Title)
And fill out the bottom portion of the MI Tax Exempt Certificate.

Also please review the Line and Location list. We have 79 lines listed.

Completed forms can be scanned and emailed to me or faxed toll free to 1-800-519-1550 attn: Joe

Please let me know if any changes are needed or if you have any questions.

Thank you for your business,

Joe
Union Worker Communications Inc.



Joe Buss
Billing Manager
6157 28th St SE Suite 21
Grand Rapids, MI 49546
616-956-5101
616-956-5104 fax
joe@uwcbill.com



Union Worker Communications
PO Box 11
Ada, MI 49301
Phone: 877-202-7959 Fax: 616-956-5104

LETTER OF AGENCY CONTACT INFORMATION

Account Name: Benzie County

Billing Address: 448 Court Place

City: Beulah

State: MI

Zip Code: 49617

Physical Address: See attached line/location list

City: _____

State: _____

Zip Code: _____

Contact Name: _____

Contact Number: _____

PROVISIONING INFORMATION

Number of Lines: 79

Business ☒

Residential ☐

Local Phone Co.: _____

Interstate Rate Plan: 3 cents/min.

Intrastate Rate Plan: 3 cents/min.

Main Billing Telephone Number (BTN): See attached line/location list

Working Numbers for Provisioning (WTNs): _____

(For additional lines attach separate sheet)

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BENZIE COUNTY CLERK
BEULAH, MI 49617

I hereby declare that I am authorized to select the long distance carrier for the number(s) set forth above, I also hereby authorize Union Workers Communications, Inc. to act as my agent in all matters relating to primary interchange carrier charges (including intraLATA and interLATA services) for such number(s). I understand that by signing this letter of agency, Union Workers Communications, Inc. shall become my long distance carrier and that my current long distance carrier will no longer serve me. I also understand that I may incur a fee to switch my long distance to Union Workers Communications, Inc. I further understand that I may designate only one carrier for any one appointment or selections concerning the telephone numbers listed above.

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

County Telephone lines

| | | |
|--------------|----------------|------------------------|
| 231-325-0033 | ALS | Station 1 |
| 231-325-0035 | ALS | Station 1 |
| 231-352-5924 | ALS | Station 3 |
| 231-882-0000 | Clerk | Dawn Olney |
| 231-882-0001 | Clerk | Tammy Bowers |
| 231-882-0002 | Clerk | Lucy Burns |
| 231-882-0003 | Buiding | Steve Houghton |
| 231-882-0004 | Buiding | Ted Klumpp |
| 231-882-0006 | Clerk | Jury Line |
| 231-882-0007 | JV | Jim Smogoleski |
| 231-882-0008 | JV | Dawn Madsen |
| 231-882-0009 | Probate | Poly Com Line |
| 231-882-0011 | Treas | Kelly Long |
| 231-882-0012 | Treas | Amy Herczak |
| 231-882-0013 | EQ | Brianne Linsay |
| 231-882-0015 | EQ | Tom Longenbach |
| 231-882-0016 | ROD | Paula Eberhart |
| 231-882-0017 | ROD | Amy Bissell |
| 231-882-0019 | Dist | Rhonda Jones |
| 231-882-0020 | Dist | Deb McGraw |
| 231-882-0021 | Dist | Judge Mead |
| 231-882-0022 | Dist | Fax Line |
| 231-882-0023 | FOC | Jill Tooley |
| 231-882-0024 | FOC | Connie Miller |
| 231-882-0025 | MSU | Roberta LaValley |
| 231-882-0026 | MSU | Kurt Schindler |
| 231-882-0027 | MSU | Deb Laws |
| 231-882-0029 | Maintenance | Rick Morris |
| 231-882-0031 | Prosec | Jennifer Tang-Anderson |
| 231-882-0032 | ROD | Patty Ballard |
| 231-882-0033 | Building | Fax Line |
| 231-882-0034 | Veterans | Joe Meredith |
| 231-882-0035 | Administrator | Maridee Cutler |
| 231-882-0036 | Michigan Works | Mary Swead |
| 231-882-0038 | FOC | FOC Referee |
| 231-882-0039 | Prosec | Sara Swanson |
| 231-882-0040 | FOC | Fax/Phone Line |
| 231-882-0041 | FOC | David Thompson |
| 231-882-0042 | Probation | Rhonda Ide |
| 231-882-0043 | Prosec | Katie Osborn |
| 231-882-0046 | Building | Charlie Sessoms |
| 231-882-0049 | MSU | Shaun Anchak |
| 231-882-0062 | Prosec | Kathie Bruce |

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BENZIE COUNTY CLERK
BEULAH, MI 49617

| | | |
|--------------|--------------------|--------------------------------|
| 231-882-0160 | EQ | Linda Engelhuber |
| 231-882-0163 | Probate | Corinne Nye |
| 231-882-0167 | ROD Fax | |
| 231-882-0550 | Dist | Hope Cicansky |
| 231-882-0554 | Recycling | Marlene Wood |
| 231-882-0555 | JV | Kellie Robinson |
| 231-882-0556 | MSU | Connie Hemmingway |
| 231-882-0558 | Administrator | Karl Sparks |
| 231-882-0559 | Prosec Fax | Fax Line |
| 231-882-0561 | Dist Probation | Jim Parrinello |
| 231-882-0567 | Emer Managemnt | Frank Post |
| 231-882-0568 | Emer Mngtmnt Fax | Fax Line |
| 231-882-0569 | Prosec | Rhonda Ide |
| 231-882-0859 | Animal Control | Jamie Croel |
| 231-882-4400 | Building | Aldo Davis |
| 231-882-4484 | Sheriff/Jail | Main Line |
| 231-882-4485 | Sheriff/Jail | Sherry Taylor |
| 231-882-4486 | Sheriff/Jail | Sherry Taylor |
| 231-882-4487 | Sheriff/Jail | Ron Berns |
| 231-882-4494 | Sheriff/Jail | |
| 231-882-4495 | Sheriff/Jail | |
| 231-882-4844 | Treas | Fax Line |
| 231-882-5762 | Animal Control Fax | Fax Line |
| 231-882-5894 | Jail - Fax Line | |
| 231-882-5941 | Clerk | Clerk - Fax |
| 231-882-5987 | JV/Probate | Fax Line |
| 231-882-7072 | Administrator | Fax Line |
| 231-882-7096 | Probation | Fax Line |
| 231-882-7263 | Sheriff | Detective Bureau |
| 231-882-7274 | Probation | Andy McHugh |
| 231-882-7978 | Emergency Mgmt | Frank Post/ARES/RACES Repeater |
| 231-882-9505 | ACO | Ed Carter |
| 231-882-9672 | Treas | Michelle Thompson |
| 231-882-9673 | Building | Lorraine/Bert Gale |
| 231-882-9674 | Planning/Zoning | Inspection Request Line |
| 231-882-9675 | Probate | Kim Nowak |

Telephone bill line

231-325-0033
231-325-0033
231-352-5924
231-882-9671
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231-882-4400
231-882-4400
231-882-9671
231-882-9671
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231-882-4400
231-882-9671

Benzie County

Date: August 23, 2016

Subject: Extension and Amendment of Services Agreements between Benzie County Commissioners (also serving as the Commission on Aging) and the Benzie County Council on Aging (BCCOA) and Benzie Home Health Care (BHHC)

Whereas, the goal is to provide more efficient services as a combined, new organization, **Benzie Senior Resources**, under the professional guidance of Tim Ervin of AES;

Whereas, the details of the proposed merger between BCCOA and BHHC will not be complete before September 30, 2016;

Whereas, the current contract for services provides for an agreement extension through renewal of an additional one year period, or such other period as agreed upon by the parties in writing;

Now, therefore, and in consideration of the mutual covenants contained in the original services agreement with BCCOA, including Exhibits A, B, and C (dated and signed March 7, 2013); and in consideration of the Agreement and Covenant signed and dated January 23, 2014; Addendum #1 (dated December 17, 2013), a one-year contract extension, is hereby rescinded and replaced by this Extension and Amendment.

Further, in consideration of the mutual covenants contained in the original services agreement with BHHC (dated and signed October 13, 2015),

Further, by this Extension and Amendment, the original services agreements for BCCOA and BHHC shall be extended to December 31, 2016,

Further, Section regarding Compensation in the original services agreements shall be replaced in its entirety by the following language:

"It is expressly understood and agreed that in no event will the total compensation to be paid by the **County** to the combined **BCCOA and BHHC** under this Agreement from the Senior Citizens Millage Fund exceed the amount levied on the annual December property tax bill (\$771,430), unless this Agreement is formally amended. Until the merger is complete, **BCCOA** shall be paid in advance monthly installments of \$58,706.67, payable at the beginning of each month, and **BHHC** shall be paid in advance monthly installments of \$5,579.17, payable at the beginning of each month, commencing October 1, 2016."

Dated: _____

Roger Griner, Chair Benzie County Commissioners

Dated: _____

Witness

Dated: _____

Board Chair, Benzie County Council on Aging

Dated: _____

Witness

Dated: _____

Board Chair, Benzie Home Health Care

Dated: _____

Witness

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448 Court Place, Beulah, MI 49617
(231) 882-0558 - Fax (231) 882-7072

AUG 16 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

CORRESPONDENCE

The regular meeting of the Board of County Road Commissioners of Benzie County was called to order by Chairman Rosa at their offices in Honor, Michigan on Thursday, July 28, 2016 at 9:30 AM.

Present: Chairman Rosa
Vice Chairman Nuske
Commissioner Mick
Manager Skeels
Superintendent Schaub
Clerk Jordan

The agenda was accepted as presented.

Motion by Comm Nuske and supported by Comm Rosa to correct the minutes of July 14 to read "Motion by Comm **Rosa** and supported by Comm Nuske to pay bills...", and to accept the minutes as presented with this correction. Ayes: Rosa, Nuske and Mick. Motion carried.

Motion by Comm Mick and supported by Comm Nuske to pay bills # 43172 to # 43207 for the amount of \$ 300,958.31 and Payroll # 13, 14 & 14A for \$96,906.17. Ayes: Rosa, Nuske and Mick. Motion carried.

Superintendent's report: Preparing the fuel pump bid documents; We did some minor repairs on the Woirel Bridge (Reynolds Rd) at Brad Link's request; Added rock to the SE wall of Nostwick bridge; Wedged and overlaid Herring Rd; Valley Rd (5) culvert replacements are coming along; There will be 3 or 4 more to do next year; No chipsealing this year.

Public Input: Comm Nuske and Bill Robinson said few words about John Zirkel and how he and his contributions to our meetings will be greatly missed.

Standing Guest: Gary Sauer - County Commissioner Liaison-Brought the Commissioners up to date on the county business.

New Business:

CRA Agreement for Red Creek/Haze Rd - Motion by Comm Nuske and supported by Comm Mick to enter into a cooperative agreement with the Conservation Resource Alliance for the Red Creek project. Ayes: Rosa, Nuske and Mick. Motion carried. CRA will contribute up to \$12,000, the GT Band through the NRCS program will contribute \$31,681 and the Road Commission will contribute \$9,637.

CRASIF Board of Trustees Election - The board selected candidates for the CRASIF Board of Trustees.

Senate Bills 706, 707 and 708 - Logging industry - There was general discussion on how these bills would negatively affect roads and road commissions.

Correspondence/Information/Discussion:

Paul Bunyan meeting 8/18 at 9:30 at Evergreen Resort - Manager Skeels and Comm Mick will go.

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AUG 16 2016

91

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Page 2, Benzie CRC mtg 07/28/16

FOIA request for Patterson Rd - A FOIA request was received for information on Patterson Rd. Motion by Comm Rosa and supported by Comm Nuske to remove the barbed wire and no trespassing signs at the end of the road, behind the guardrail. Ayes: Rosa, Nuske and Mick. Motion carried. Letters were sent to the two owners of the fences that gave them until 6/30 to move the fences out of the right-of-way. They have not complied.

Benzie Showcase in Beulah on August 6 from 10:00 AM to 2:00 PM. Matt will be there to represent the Road Commission.

Public Input: Ron Evitts-Roads in Colfax Twp need brushing; The seasonal road sign is missing on Dair Mill. Phil Hoyt asked if the Road Commission had been contacted regarding Lincoln Rd between US-31 and Eden Hill.

Meeting was adjourned at 10:33 AM.

Minutes approved 08/11/16

Robert Rosa, Chairman

Kathleen A, Jordan, Clerk