

BENZIE COUNTY BOARD OF COMMISSIONERS

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

MEETING AGENDA December 20, 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 – 12/6/2016 (open & closed)
 PUBLIC INPUT
 ELECTED OFFICIALS & DEPT HEAD COMMENTS
 COMMISSIONER REPORTS
 COUNTY ADMINISTRATOR'S REPORT – B/G Consent
 FINANCE – Approval of Bills; Consent
 HR and PERSONNEL –
 COMMITTEE APPOINTMENTS – Veterans Affairs; Workforce Development
 ACTION ITEMS – 2% Grants (2); 44 North (2); Medical Examiner; Council on
 Aging/Benzie Senior Resources; Village of Beulah Tower Easement & Agreement
 PRESENTATION OF CORRESPONDENCE
 NEW BUSINESS –

10:00
10:15 Walter Roch VanRochsburg – Point Betsie
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
December 6, 2016

The Benzie County Board of Commissioners met in a regular meeting on Tuesday, December 6, 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, Griner, Sauer, Tucker, Walterhouse and Warsecke
Excused: Commissioner Carland

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

Agenda:

Motion by Tucker, seconded by Bates, to approve the agenda as amended, moving Closed Session following HR Report. Ayes: Bates, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None
Exc: Carland Motion carried.

Minutes:

Motion by Sauer, seconded by Warsecke, to approve the regular session minutes of November 22, 2016 as corrected. Ayes: Bates, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None
Exc: Carland Motion carried.

Motion by Bates, seconded by Warsecke, to approve the regular session minutes of November 14, 2016 with corrections in Mr. Pettitt comments. Ayes: Bates, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None
Exc: Carland Motion carried.

9:04 a.m. Public Input

Eric VanDussen, Benzonia, spoke regarding the Council on Aging and them not being subject to OMA in their new contract, and his FOIA lawsuit which he nor his attorney have received the documents or attorney fees that were to be part of the settlement.

Steve Stephens, Benzonia, requested that the FOIA fee matter be set over to when the Taxpayers for the Maples attorney can be present.

9:08 a.m. Public Input Closed

ELECTED OFFICIALS & DEPT HEAD COMMENTS:

Doug Durand, Benzie Senior Resources, provided the 2016 annual report together with a FY 2016 Key Accomplishments at-a-glance.

Motion by Walterhouse, seconded by Bates, to accept the 2016 Annual Report for the Council on Aging as presented and place on file. Ayes: Bates, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None
Exc: Carland Motion carried.

Tad Peacock, Conservation District, provided the annual report; thanked the board for the ability to have a millage.

Motion by Walterhouse, seconded by Warsecke, to accept the 2016 Annual Report of the Benzie Conservation District and place on file. Ayes: Bates, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None
Exc: Carland Motion carried.

COMMISSIONERS

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December 6, 2016

Dawn Olney, County Clerk, gave the board and public an update on the Presidential Recount; it is scheduled for Saturday, December 10, 2016 in Leelanau County; she will make a request to the Finance Committee this afternoon for fees to cover the cost of holding the recount.

COMMISSIONER REPORTS

Comm Bates reported that he attended the Lake Twp meeting and they have less building permits this year than last year but still have growth out there, Dotty Blank is the new clerk and this was her first meeting, Chuck Clarke also reported on the Point Betsie project; Platte and Almira Townships did not have a meeting.

Comm Walterhouse reported that the only meeting he had was Homeslead Township.

Comm Tucker said thank you to Dawn and Tammy and all of those involved to work on a Saturday for handling of the recount; she also stated that Eric brings up a good point -- why haven't we gotten an answer on this.

Comm Warsecke stated that he had no meetings since the last BOC meeting.

Comm Sauer stated that he was invited to the Betsie Valley School for a meeting and stated that they are working on a Community Center for the Thompsonville area and proposing to build at Betsie Valley, there are surveys out and they need them back by December 22.

Comm Griner reported that the group for the Taxpayers for the Maples would like to meet with a board -- Gary Sauer to head up the setting of a meeting for a couple of them to meet with the board; Northern Michigan Counties yesterday discuss was held regarding railroads; Area Agency on Aging meeting in Traverse City.

COUNTY ADMINISTRATOR'S REPORT – Mitch Deisch

- He will get ahold of Greg Grant regarding the settlement Mr. VanDussen mentioned.
- Two additional items that he needs to add to the memo regarding COAM contract: 1) Personal Property Replacements – one time replacement; 2) Purchase Coffee – stated it has to be in the contract for individual use.
- Motion by Bates, seconded by Warsecke, to approve the COAM Command Collective Bargaining Agreement as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Exc: Carland Motion carried.

FINANCE

Bills: Motion by Walterhouse, seconded by Warsecke, to approve payment of the bills from November 23, 2016 to December 6, 2016 in the amount of \$151,420.28, as presented. Roll call. Ayes: Bates, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Exc: Carland Motion carried.

Michelle Thompson, County Treasurer, stated that they are now selling 1 and 3-year dog licenses.

COMMISSIONERS

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December 6, 2016

HR AND PERSONNEL

Consent Calendar: Motion by Sauer, seconded by Bates, to approve the November 22, 2016 HR Consent Calendar as presented. Roll call. Ayes: Bates, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Exc: Carland Motion carried.

9:50 a.m. Motion by Sauer, seconded by Bates, to enter closed session at the request of the County Administrator for the 1-year evaluation in accordance with 15.268 Sec. 8(a) of the Open Meetings Act. Roll call. Ayes: Bates, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Exc: Carland Motion carried.

10:34 a.m. Re-Enter Open Session

Richard Figura, Waiver of FOIA Fee

Mr. Figura stated there are two FOIA appeals outstanding: Ms. Vogler is unable to be here today or at the December 20 meeting, she is not available until January.

You could choose to not act now or December 20, but act on this issue in January 2017 unless you waive the fee entirely, you can do it today.

Motion by Bates, seconded by Warsecke, to adopt Resolution 2016-026 Resolution Approving Request by the Taxpayers for the Maples to Waive FOIA Fees as presented. Roll call. Ayes: Bates, Griner, Tucker and Warsecke Nays: Sauer and Walterhouse Exc: Carland Motion carried.

10:45 a.m. Comm Tucker Excused

COMMITTEE APPOINTMENTS

Veterans Affairs: Motion by Sauer, seconded by Warsecke, to appoint Phil Hoyt (expire 12/31/17, Tom Stobie (expire 12/31/18) and Camp Bailey (expire 12/31/19) to the Veterans Affairs committee as requested. Ayes: Bates, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Carland and Tucker Motion carried.

Parks & Recreation: Motion by Bates, seconded by Warsecke, to reappoint Tad Peacock, Barb Skurdall and Shaun DuPerson to the Parks & Recreation Commission for a 3-year term, expiring December 31, 2019. Ayes: Bates, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Carland and Tucker Motion carried.

EMS: Motion by Bates, seconded by Walterhouse, to reappoint Gaylord Jowett to the EMS committee for a 3-year term, expiring December 31, 2019. Ayes: Bates, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Carland and Tucker Motion carried.

Brownfield: Motion by Bates, seconded by Warsecke, to accept the resignation of Art Jeannot from the Brownfield Authority effective December 31, 2016. Ayes: Bates, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Carland and Tucker Motion carried.

Workforce Development: Motion by Bates, seconded by Sauer, to accept the resignation of Art Jeannot from the Workforce Development Board effective December 31, 2016. Ayes: Bates, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Carland and Tucker Motion carried.

COMMISSIONERS

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December 6, 2016

ACTION ITEMS

Sharp Purchase Order: Motion by Warsecke, seconded by Walterhouse, to approve the Purchase Order with Netlink Business Solutions for Sharp MX3050N Color Copier as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Carland and Tucker Motion carried.

Brownfield Resolution: Motion by Sauer, seconded by Bates, to adopt resolution 2016-025 Resolution of Support for the Brownfield Redevelopment Authority to apply for USEPA Assessment Grant, authorizing the chairman to sign. Roll call. Ayes: Bates, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Carland and Tucker Motion carried.

Mollineaux Rd Closing Statement: Motion by Walterhouse, seconded by Bates, to adopt Closing Statement for the 5014 Mollineaux Rd Property as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Carland and Tucker Motion carried.

Millennia Phone Contract: Motion by Warsecke, seconded by Bates, to adopt the following documents with Millennia for the phone system: Purchase Agreement, ShoreTel Deployment – Scope of Work, ShoreTel Deployment – Scope of Work Addendum, Trouble Free Voice of IP Proposal with Addendum and Purchase Agreement, authorizing the chairman to sign. Roll call. Ayes: Bates, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Carland and Tucker Motion carried.

CORRESPONDENCE

- Road Commission minutes of October 13 and 27, 2016 received.
- Two notices from MMRMA of Grant Funding received.
- Health Dept minutes of November 17, 2016 received.
- Parks & Recreation minutes of September 26, 2016 received.
- Little Platte Lake elevation report for November 2016 received.
- Crystal Lake elevation report for November 2016 received.

NEW BUSINESS – None

11:07 a.m. Public Input – None

Motion by Walterhouse, seconded by Bates, to hold the Employee Christmas Party on Tuesday, December 20, 2016. Ayes: Bates, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Carland and Tucker Motion carried.

Motion by Bates, seconded by Warsecke, to adjourn until the December 20, 2016 Regular meeting or the call of the chair. Ayes: Bates, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Carland and Tucker Nays: None Motion carried

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1. Approved the agenda as amended, moving Closed Session following HR Report.
2. Approved the regular session minutes of November 22, 2016 as corrected.
3. Approved the regular session minutes of November 14, 2016 with corrections in Mr. Pettitt comments.
4. Accepted the 2016 Annual Report for the Council on Aging as presented and place on file.
5. Accepted the 2016 Annual Report of the Benzie Conservation District and place on file.
6. Approved the COAM Command Collective Bargaining Agreement as presented, authorizing the chairman to sign.
7. Approved payment of the bills from November 23, 2016 to December 6, 2016 in the amount of \$151,420.28, as presented.
8. Approved the November 22, 2016 HR Consent Calendar as presented.
9. Entered closed session at the request of the County Administrator for the 1-year evaluation in accordance with 15.268 Sec. 8(a) of the Open Meetings Act.
10. Adopted Resolution 2016-026 Approving Request by the Taxpayers for the Maples to Waive FOIA Fees as presented.
11. Appointed Phil Hoyt (expire 12/31/17, Tom Stobie (expire 12/31/18) and Camp Bailey (expire 12/31/19) to the Veterans Affairs committee as requested.
12. Reappointed Tad Peacock, Barb Skurdal and Shaun DuPeron to the Parks & Recreation Commission for a 3-year term, expiring December 31, 2019.
13. Reappointed Gaylord Jowett to the EMS committee for a 3-year term, expiring December 31, 2019.
14. Accepted the resignation of Art Jeannot from the Brownfield Authority effective December 31, 2016.
15. Accepted the resignation of Art Jeannot from the Workforce Development Board effective December 31, 2016.
16. Approved the Purchase Order with Netlink Business Solutions for Sharp MX3050N Color Copier as presented, authorizing the chairman to sign.
17. Adopted resolution 2016-025 Resolution of Support for the Brownfield Redevelopment Authority to apply to USEPA Assessment Grant, authorizing the chairman to sign.
18. Adopted Closing Statement for the 5014 Mollineaux Rd Property as presented, authorizing the chairman to sign.
19. Adopted the following documents with Millennia for the phone system: Purchase Agreement, Shoretel Deployment – Scope of Work, Shoretel Deployment – Scope of Work Addendum, Trouble Free Voice of IP Proposal with Addendum and Purchase Agreement, authorizing the chairman to sign.
20. Approved to hold the Employee Christmas Party on Tuesday, December 20, 2016.

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

1. To bring the TPOAM union members 2% wage increase retro back to October 1, 2016.

DAWN OLNEY
BENZIE COUNTY CLERK
448 COURT PLACE
BEULAH, MICHIGAN 49617

Destroy Date: _____

December 6, 2016
Closed Session
County Administrator Evaluation

Elected Officials and Department Head Comments

**BENZIE SENIOR RESOURCES
BOARD OF DIRECTORS MEETING
DECEMBER 21, 2016
THE GATHERING PLACE SENIOR CENTER, HONOR
4:30 P.M.**

Agenda

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 from the previous meeting – November 16, 2016
Suggestion Box Contents
Public Input (Limit of 3 minutes for individual presentation and 15 minutes for group presentation)
Finance Committee Report - Approval of BCCOA Financial Statements for November 2016

Information Items

- A. Directors Report – November 2016/December 2016
- B. Program/Services Report – November 2016
- C. Senior Center Update – November 2016/December 2016
- D. Board of Commissioners Update
- E. Fundraising/Marketing Committee Update

Action Items

- A. Set up Board of Director 2017 Meeting Schedule
- B. Establish a Friends of the Senior Millage Sub-Committee for 2017 Renewal

New Business

- A. FY 2016 BCCOA Financial Audit – Exit Review

Old Business

- A. 2017 Program Bench Marks

Public Comment

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

Board Round Table Discussion/Evaluation of Meeting

- A. Christmas Dinner after Board Meeting

Adjourn

Benzie Senior Recourses Mission Statement – To provide exceptional services, resources and trusted care to support Benzie seniors

NEXT MEETING
TBD
The Gathering Place Senior Center
Honor, MI 49640

RECEIVED

DEC 16 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

**Benzie Senior Resources
Board of Directors Meeting
November 16, 2016**

Meeting was called to order by Beverly Holbrook at 4:33 pm

Prayer of invocation was given by Ron Dykstra.

Pledge of Allegiance was said by all.

ROLL CALL:

Present: Anne Dawe, Ron Dykstra, Scott Harrison on phone, Julie Herrick on phone, Barbra Johnson, Dona Malecki, Kate Withington-Edwards, Ned Edwards, Beverly Holbrook, Rosemary Russell,, Jane Elzerman, Nancy Mullen Call. Absent and excused is Denise Favreau.

Also present is Sabre Boyle, Douglas Durand, Caleb Russell, and Rory Brown both are students from Benzie Central High School.

Approval of Agenda

The agenda was given to the board members and reviewed. Ron ask that under New business item B be added and titled Computers. This was done. a motion to approve the agenda was made by Ned and seconded by Ron.

Approval of Previous Minutes

Nancy ask for item clarification under Information Items Item C. Branding proposal item C. should read: a total cost of the branding will be \$20,900 and \$900.00 will be services in kind from brand tonic. This correction was made. A motion to approve the minutes was made by Rosemary and seconded by Jane.

Public Input

Suggestion box was checked and found to be empty.

Introduction to Rory Brown and Caleb Russell, students from Benzie Central High School. They are working on a project for their civics class and learning how BSR works within the Local Government.

Finance Committee Report

- A. A financial report along with a financial narrative was submitted to the board by Jane and further explained by Doug. We are at 8% of the budget. Our revenues came in 2.5% lower than expected. Our millage funds were higher due to a quarterly payment. Our fundraising revenue was higher, donations were higher. Our expenses were down by 15% due to open positions in the kitchen and a part time position in the front office. Overall we ended October with a surplus of \$28,345.82
- B. A motion to approve the financial report was made by Barbra and Seconded by Julie, all ayes being heard the motion was carried

Information Items

A. Executive Director's Report

- 1. A report was submitted to the board of directors by Doug and he gave further explanation of this report.
 - a. Pending grants with potential award amounts of \$32,390. Delta Dental, Silver Key Coalition, GT area community foundation, Rotary Charities, and GT Ottawa and Chippewa Indians.
 - b. Snow removal program, Holiday bag program,
 - c. Hipaa Training and implementation
 - d. Nutritional Meetings, Fundraising, Senior expo, Holly Berry and the Thompsonville community Christmas Program.
- 2. Legislative Updates.
 - a. Invitations for Curt Vanderwall to come and visit the agency. Roger Griner and Gary Sauer were reelected and ART Jennot is a new Board of Commissioners.
 - b. Jack Bergman is our new Federal Representative and an invitation is being sent for him to come visit us when he is in the area/district.
 - c. The MI senior Advocate Council will be advocating in Lansing for an increase of \$4.5 million additional dollars in the FY 2018 Budget.

B. Program Services Report

- 1. A report was submitted to the board and reviewed by Doug
 - a. All services were up again this month with the exception of HDM which were down by 2% from last month. It should be noted that HDM is still up by 10% when compared to the 2014.
 - b. Congregate meals 2,024 meals were served in Thompsonville October 2016. This number is down however, 2 days were spent without electricity.
 - c. Other programs: Dining out up by 39%, Homemakers program is up by 11%, 30 customers are now receiving guardian medical, 111

benzie punch cards were given out and the Lawn chore program helped a total of 70 clients. 836 phone calls came in for information, 36 clients were assisted with MMAPS, 3 clients had a hearing evaluation, 4 individuals were assisted with estate planning, the dental program helped 3 individuals, the emergency senior essential needs fund has 4 open cases, and the gathering place had 597 people participate in activities. Ms. Emily Rice is now taking over the Hoarding task force.

d. Our Web page is now up and running

D. Board of Commissioners Report

Frank is out today.

E. Fundraising/ Marketing Committee Update

Ned gave an overview of the last 2 meetings they were very productive.

1. The challenge sent out by Ned was met by the board members and a trifold and a letter is going out to our combined 1,500 donors.
2. Nancy Call is working on a christmas card that should be delightful by her description.
3. Branding programming has an upcoming meeting December 9, 2016 at 1:00pm.

Action Items:

A. Proofer Oven Purchase

1. Doug went over the need for the proofer oven purchase and the estimates he has obtained. He is requesting a resolution from the board to allow him to write for grants to assist with the purchase of this oven
2. A motion for a resolution for Doug to write for grants to assist with the purchase of the proofer oven to Walmart, Sam's, Whole foods, and Gorden's was made by was made by Donna and seconded by Ned. Hearing all ayes from the board the motion was carried.

B. December meeting Holiday Potluck

Meeting then Potluck. A sign up sheet went around.

New Business:

- A. Doug is now providing some "Benchmarks" program. This will help him with quality assurance and programming needs.
- B. Ron Dykstra has some input that the computers are not running well and his wife Marla who volunteers for our MMAPS program is concerned that she had to restart the program many times and it is just not running quite right. Doug will look into the computer issue. He feels that with the open medicare enrollment

the site may be bogged down. Doug will let us know.

Old Business:

Holly Berry Craft Show reminder

Public Comment:

Rory and Caleb Russell both had some input, these fine young gentlemen are students from Benzie Central High School, they were both surprised that so many services were available to seniors in Benzie. These two are working on a project for their civics class and learning how BSR works within the Local Government. Ned did a fine Job describing what BSR is and how we play a role in the local community servicing seniors. Nancy provided a trifold with information for them to take back to their school. The boys were also encouraged to come and volunteer their time and talents.

Round Table:

Ron Dykstra wanted to remind everyone that the Christmas Bags will need picked up on the 12th. He is willing to help transport. If anyone would like to help please let him know.

Adjourn:

A motion to adjourn the meeting was made by Ned and Seconded by Jane. Meeting was adjourned at 5:45pm

Next Meeting

Holiday Celebration with Potluck
Wednesday December 16, 2016
The Gathering Place Senior Center
Honor Michigan 49640

Benzie Senior Resources
Executive Directors Report
November 2016 – December 2016

➤After reading the new regulations regarding takeout meals from The Gathering Place Congregate Meal Site and in consultation with Area Agency on Aging; we have updated our procedures. We can now count the entrée and also a salad as a 2nd takeout meal. I had to develop a new release of liability waiver form and new food safety information that is now part of the take-out meal program.

➤We did receive the Rotary Charities grant for \$19,290. The award is to be used for Marketing/Branding, graphic designer to develop graphic elements to support the brand, website re-design and upgrading our technology.

➤Currently we have 126 customers signed up for the Snow Removal Program. This is our highest amount ever for this time of year. With the recent snows, the program is official active!

➤With the assistance from six area churches and many other individuals we will be able to provide 200 gift bags to help give some extra holiday cheer to those who are homebound and have limited contact from others.

➤Now that the Medicare Open Enrollment has ended officially on December 7th; our two MMAP's counselors helped a total of 91 individuals and saved them \$49,665. This is actual savings put back in their pocketbooks! Great job Fran and Marla.

➤I have been working with Centra Wellness for a grant to create a Friendly Visitor Program. This program will allow selected and approved volunteers to visit identified individuals that are homebound with very limited visitors and has shown signs of depression due to their limited social contacts. This grant will give us the opportunity to restart the phone call reassurance program as well. The goal is to sign a contract with Centra Wellness in December and institute the program in January 2017. Initial funding will be \$6,300. I will present more details once the contract is presented.

➤We are now at an amount of funds raised through grants and donations to purchase a used Grand Caravan. I am working with two dealerships in helping to locate a used 2014 and newer van with low miles. I expect to have a van by 12/19/16.

➤Dave and I met with Cherry Capital Foods and it was a productive meeting. The Farm to Freezer Program will allow us to purchase local produce and fruit. We are going to start out on a small scale and see how a few of the products are evaluated from our customers and then proceed as the market and availability dictates our needs and costs. Many area farmers (producers) take part in the Farm to Freezer Program. This will be a nice marketing opportunity to promote local farmers.

➤All HDM clients have been provided with a shelf stable 5 day emergency box of foods that require no re-heating in case there are power outages due to weather emergencies. We also have enough to give for any new HDM clients.

➤I am starting to set up presentations at the Township Meetings for 2017. With the millage up for renewal and the merger, this will give me the opportunity to highlight Benzie Senior Resources, why we merge and the need for the community to support the Senior Millage.

Legislative Updates

I was in Lansing on Wednesday, December 7th with the Michigan Senior Advocates Council for which I am a member of. I spent time with the staff of Representatives Potvin, Inman & Franz. Both Franz and Potvin are term limited. I thank the staff for their support over the past 6 years of supporting several increases in spending for the Medicaid Waiver and Nutritional Programs for the older adults in Michigan. I also spent time with the staff of Senator Booher and I look forward to working with them on the FY' 2018 budget and advocating for increased funding for the Waiver and Nutritional programs (\$4.5 Million). I also gave Representative Franz and Senator Booher the BCCOA's 2016 Annual Report. All the Representatives and Senators were in session working on last minute legislative items before ending this year's session on 12/15.

There will be 44 new legislators coming on board in January 2017 and I will be spending time with Region 10 new House of Representatives. I have already sent a letter to Representative Elect Curt VanderWall introducing Benzie Senior Resources and myself.

Even though there is no change in the number of Republican and Democrats in the House of Representatives, it has been mentioned that with the new freshman class coming in as a group; they will be more conservative focused than the outgoing representatives. What this will mean for the senior programs is not known.

For the changes coming to Washington DC, that totally is an unknown. Early talk regarding Medicaid is maybe they will go back to Block Grants to the States for more control for each state spending on Medicaid. However, historically in the past when Medicaid Block Grants were given to the States, it was always at a reduced amount of funds and if this goes in that direction, it could have negative ramifications on many programs for the poor including older adults.

Another Federal Budget resolution was approved through April 28, 2017. But these resolutions come with a mandated cut of 0.19%. This just chips away at funding little by little.

Program Report for November 2016

Nutritional Programs

Home Delivered Meals

Home Delivered Meals – 3,763 meals were provided to 138 clients in November 2016. **This represents an increase of 45% as compared to November 2014 and a 10% increase as compared to November 2015.**

Congregate Meals

The Gathering Place and Thompsonville served a total of 2,043 meals in November 2016. **This represents a 37% increase as compared to November 2014 and an 2.6% increase over November 2015.**

Other Programs/Services

Dining Out Program – A total of 196 customers purchased 652 vouchers in November 2016. **This represents an increase of 128% as compared to November 2014 and a 88% increase as compared to November 2015.**

Homemaker Program – 204 service units were provided to 91 clients in November. **This represents an increase of 7% as compared to November 2014 and an 42% decrease as compared to November 2015.**

Guardian Medical Monitoring – 27 customers now receive this service at no cost to them. Budget is set to pay for 30 clients. Waiting on several call backs from those clients next in line to receive this service free.

Benzie Bus Punch Cards – 112 bus passes were given to customers in November 2016. This represents 1,344 rides.

Information & Assistance - The agency handled 870 calls in November 2016 regarding Information and Assistance for services and questions related to older adults. **This is an increase of 44% as compared to November 2015.**

MMAPS – 49 individuals were provided 69.5 hours of service to assist them in their Medicare Prescription Drug coverages in November 2016.

Hearing Clinic – 7 individuals had a hearing evaluation completed in November 2016 at no cost to the client.

Foot Care – 25 individuals were provided foot care in November 2016 at no cost to the client.

Estate Planning – 3 individuals received estate consultation service in November 2016 at no cost.

Benzie COA Senior Dental Program – Four client received dental care in November 2016.

Emergency Senior Essential Needs Fund – Funds are low but one individual was helped with a small request in November 2016. We have 4 open cases that are currently being worked on Waiting for additional grants to be approved.

The Gathering Place Senior Center – In November 2016, The Gathering Place Senior Center offered a total of fifteen core activities that 668 folks participated in. The top 5 attended activities for November 2016 were Music, Card Games, Exercise, Bingo and Day Trips. **This represents an increase of 112% as compared to November 2014 and a 65% increase as compared to November 2015.**

Respectfully submitted,

Douglas Durand

BENZIE SENIOR RESOURCES
Statement of Financial Position
As of November 30, 2016

| | <u>Nov 30, 16</u> |
|-----------------------------------|--------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 001 · CENTRAL STATE BANK CHECKING | 178,923.02 |
| 003 · CENTRAL STATE BANK HRA | 149.78 |
| 005 · CSB - FUNDRAISING | 2,223.89 |
| 006 · CENTRAL STATE BANK CD | 13,210.58 |
| 007 · CSB - Checking | 142,593.43 |
| 008 · SAVINGS - A. HOLLENBECK | 6,366.19 |
| Total Checking/Savings | <u>343,466.89</u> |
| Accounts Receivable | |
| 1200 · Accounts Receivable | 2,706.50 |
| Total Accounts Receivable | <u>2,706.50</u> |
| Other Current Assets | |
| 109 · INVENTORY | 7,956.53 |
| Total Other Current Assets | <u>7,956.53</u> |
| Total Current Assets | 354,129.92 |
| 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 | (190,552.22) |
| Total Fixed Assets | <u>451,179.60</u> |
| TOTAL ASSETS | <u><u>805,309.52</u></u> |

BENZIE SENIOR RESOURCES
Statement of Financial Position
As of November 30, 2016

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

2000 · Accounts Payable 17,097.37

Total Accounts Payable 17,097.37

Other Current Liabilities

2100 · Payroll Liabilities 2,957.35

222 · MERS 457 PAYABLE 289.72

Total Other Current Liabilities 3,247.07

Total Current Liabilities 20,344.44

Long Term Liabilities

250 · MORTGAGE PAYABLE 146,769.12

Total Long Term Liabilities 146,769.12

Total Liabilities 167,113.56

Equity

3000 · Opening Bal Equity 157,480.59

390 · FUND BALANCE - PROGRAMS 570,978.00

3900 · Retained Earnings (114,509.49)

401 · MEALS ON WHEELS 4,641.06

Net Income 19,605.80

Total Equity 638,195.96

TOTAL LIABILITIES & EQUITY 805,309.52

BENZIE SENIOR RESOURCES
Statement of Financial Income and Expense - Monthly
November 2016

12/09/2016

Accrual Basis

| | Nov 16 | Budget | \$ Change |
|---|-------------------|-------------------|--------------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| 519.03 · TITLE III C2 INCOME | 6,723.67 | 6,724.00 | (0.33) |
| 519.04 · FEDERAL USDA | 0.00 | 0.00 | 0.00 |
| 519.05 MIPPA (MMAP) | 0.00 | 167.00 | (167.00) |
| 540 · GRANTS | 800.00 | 6,500.00 | (5,700.00) |
| 561 - HDM Waiver | 0.00 | 792.00 | (792.00) |
| 642 · CHARGES FOR SERVICES/CONT | 2,775.50 | 2,445.00 | 330.50 |
| 642.01 · FEE FOR SERVICE/CHORE | (50.00) | 0.00 | (50.00) |
| 642.02 · FEE FOR SERVICE/HOMEMAKER | 2,502.00 | 1,729.00 | 773.00 |
| 642.03 - FEE FOR SERVICE/SNOW REMOVAL | 4,034.00 | 5,500.00 | (1,466.00) |
| 642.04 - FEE FOR SERVICE-IN-HOME | 6,381.00 | 5,383.00 | 998.00 |
| 670 - Client Income-AAA & NHC/Waiver & CM | 629.80 | 10,167.00 | (9,537.20) |
| 673 · NEWSLETTER SUB | 20.00 | 0.00 | 20.00 |
| 675 · DONATIONS | 7,074.86 | 7,344.00 | (269.14) |
| 676 · MILLAGE | 58,706.66 | 64,286.00 | (5,579.34) |
| 680 · VOLUNTEER WAGES (IN-KIND). | 5,655.00 | 11,250.00 | (5,595.00) |
| 677 - Fundraising | 5,212.43 | 10,500.00 | (5,287.57) |
| 681 - In-Kind (non-volunteer) | 39.11 | 0.00 | 39.11 |
| 690 - Trip Income | 1,050.00 | 2,843.00 | (1,793.00) |
| 691 - MISC INCOME | 0.00 | 0.00 | 0.00 |
| Total Income | 101,554.03 | 135,630.00 | (34,075.97) |
| Gross Profit | 101,554.03 | 135,630.00 | (34,075.97) |
| Expense | | | |
| 700 - ACCOUNTING FEES | 0.00 | 500.00 | (500.00) |
| 705 · SALARY AND WAGES | 41,404.23 | 46,445.00 | (5,040.77) |
| 708 · PAYROLL TAX EXPENSE | 3,743.11 | 4,154.00 | (410.89) |
| 709 · EDUCATION/TRAINING | 0.00 | 0.00 | 0.00 |
| 710 · EVENTS | 172.00 | 245.00 | (73.00) |
| 715 · CLOTHING ALLOWANCE | 0.00 | 0.00 | 0.00 |
| 717 · DUES/SUBSCRIPTIONS | 0.00 | 345.00 | (345.00) |
| 721 · COMPUTER EXPENSES | 4,022.74 | 900.00 | 3,122.74 |
| 725 · FRINGE BENEFITS | 8,752.46 | 10,222.00 | (1,469.54) |
| 726 - FUNDRAISING/MARKETING EXP | 1,713.37 | 3,009.00 | (1,295.63) |
| 727 · SUPPLIES | 1,729.96 | 2,130.00 | (400.04) |
| 727.2 · OFFICE EXP | 531.68 | 750.00 | (218.32) |
| 727.3 - POSTAGE | 0.00 | 170.00 | (170.00) |
| 727.4 - ADVERTISING | 98.10 | 330.00 | (231.90) |
| 740 · FOOD | 10,927.69 | 11,800.00 | (872.31) |
| 819 · CONTRACTUAL | 17,838.22 | 13,718.00 | 4,120.22 |

BENZIE SENIOR RESOURCES
Statement of Financial Income and Expense - Monthly

November 2016

| | | | |
|---------------------------------|-------------------|-------------------|--------------------|
| 820 · VOLUNTEER WAGES (IN-KIND) | 5,655.00 | 10,250.00 | (4,595.00) |
| 825 · VOLUNTEER EXPENSES | 369.70 | 480.00 | (110.30) |
| 850 · TELEPHONE | 301.43 | 325.00 | (23.57) |
| 861 · TRAVEL/MILEAGE/GAS | 2,392.49 | 1,905.00 | 487.49 |
| 900 · INTEREST EXPENSE | 529.80 | 529.00 | 0.80 |
| 910 · INSURANCE | 1,343.00 | 2,208.00 | (865.00) |
| 915 · PROJECTS | 0.00 | 0.00 | 0.00 |
| 920 · UTILITIES | 1,354.11 | 1,670.00 | (315.89) |
| 940 · DEPRECIATION EXPENSE | 1,804.26 | 1,804.00 | 0.26 |
| 980 · EQUIPMENT/REPAIRS | 3,283.58 | 1,167.00 | 2,116.58 |
| 980.1 - OUTDOOR MAINTENANCE | 0.00 | 100.00 | (100.00) |
| 981 · HDM VEHICLE MAINT/GAS | 962.83 | 1,005.00 | (42.17) |
| | | | 0.00 |
| Total Expense | <u>108,929.76</u> | <u>116,161.00</u> | <u>(7,231.24)</u> |
| Net Ordinary Income | (7,375.73) | 19,469.00 | (26,844.73) |
| Other Income/Expense | | | |
| Other Income | | | |
| 990 · INTEREST/DIVIDEND INCOME | 10.63 | 24.00 | (13.37) |
| 999 - Other Income | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |
| Total Other Income | 10.63 | 24.00 | (13.37) |
| Other Expense | | | |
| 999.1 · Other Expense | 671.07 | 0.00 | 671.07 |
| 99999 - LEGAL EXPENSE | <u>150.32</u> | <u>0.00</u> | <u>150.32</u> |
| Total Other Expense | <u>821.39</u> | <u>0.00</u> | <u>821.39</u> |
| Net Other Income | <u>(810.76)</u> | <u>24.00</u> | <u>(834.76)</u> |
| Net Income | <u>(8,186.49)</u> | <u>19,493.00</u> | <u>(27,679.49)</u> |

BENZIE SENIOR RESOURCES

Statement of Financial Income and Expense - YTD

Oct 2016 - Nov 2016

12/09/2016

Accrual Basis

| | Oct-Nov 16 | Budget | \$ Change |
|---|-------------------|-------------------|--------------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| 519.03 · TITLE III C2 INCOME | 13,447.34 | 13,448.00 | (0.66) |
| 519.04 · FEDERAL USDA | 0.00 | 0.00 | 0.00 |
| 519.05 MIPPA (MMAF) | 0.00 | 334.00 | (334.00) |
| 540 · GRANTS | 800.00 | 13,000.00 | (12,200.00) |
| 561 - HDM Waiver | 846.00 | 1,583.00 | (737.00) |
| 642 · CHARGES FOR SERVICES/CONT | 5,993.00 | 4,989.00 | 1,004.00 |
| 642.01 · FEE FOR SERVICE/CHORE | (168.00) | 0.00 | (168.00) |
| 642.02 · FEE FOR SERVICE/HOMEMAKER | 4,332.00 | 3,454.00 | 878.00 |
| 642.03 - FEE FOR SERVICE/SNOW REMOVAL | 6,582.00 | 8,000.00 | (1,418.00) |
| 642.04 - FEE FOR SERVICE-IN-HOME | 6,381.00 | 11,166.00 | (4,785.00) |
| 670 - Client Income-AAA & NHC/Waiver & CM | 8,041.70 | 20,334.00 | (12,292.30) |
| 673 · NEWSLETTER SUB | 70.00 | 0.00 | 70.00 |
| 675 · DONATIONS | 16,636.60 | 14,668.00 | 1,968.60 |
| 676 · MILLAGE | 134,150.82 | 128,572.00 | 5,578.82 |
| 680 · VOLUNTEER WAGES (IN-KIND). | 15,023.50 | 22,500.00 | (7,476.50) |
| 677 - Fundraising | 8,845.06 | 12,200.00 | (3,354.94) |
| 681 - In-Kind (non-volunteer) | 563.28 | 0.00 | 563.28 |
| 690 - Trip Income | 1,365.00 | 5,686.00 | (4,321.00) |
| 691 - MISC INCOME | 0.00 | 0.00 | 0.00 |
| Total Income | 222,909.30 | 259,934.00 | (37,024.70) |
| Gross Profit | 222,909.30 | 259,934.00 | (37,024.70) |
| Expense | | | |
| 700 - ACCOUNTING FEES | 333.60 | 500.00 | (166.40) |
| 705 · SALARY AND WAGES | 72,503.99 | 92,890.00 | (20,386.01) |
| 708 · PAYROLL TAX EXPENSE | 6,671.25 | 8,308.00 | (1,636.75) |
| 709 · EDUCATION/TRAINING | 0.00 | 0.00 | 0.00 |
| 710 · EVENTS | 318.00 | 490.00 | (172.00) |
| 715 · CLOTHING ALLOWANCE | 0.00 | 0.00 | 0.00 |
| 717 · DUES/SUBSCRIPTIONS | 0.00 | 0.00 | 0.00 |
| 721 · COMPUTER EXPENSES | 4,952.86 | 1,800.00 | 3,152.86 |
| 725 · FRINGE BENEFITS | 12,594.91 | 21,444.00 | (8,849.09) |
| 726 - FUNDRAISING/MARKETING EXP | 4,213.37 | 3,841.00 | 372.37 |
| 727 · SUPPLIES | 3,415.97 | 4,265.00 | (849.03) |
| 727.2 · OFFICE EXP | 1,233.34 | 1,500.00 | (266.66) |
| 727.3 - POSTAGE | 753.00 | 793.00 | (40.00) |
| 727.4 - ADVERTISING | 267.10 | 660.00 | (392.90) |
| 740 · FOOD | 26,397.30 | 22,800.00 | 3,597.30 |
| 819 · CONTRACTUAL | 27,306.03 | 26,383.00 | 923.03 |

BENZIE SENIOR RESOURCES
Statement of Financial Income and Expense - YTD

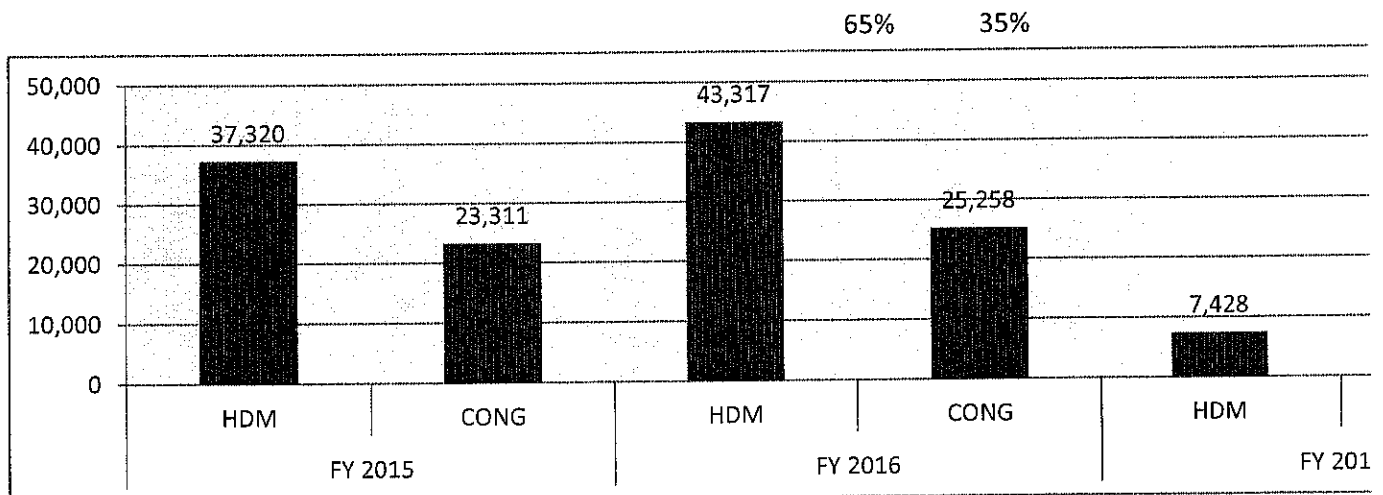
Oct 2016 - Nov 2016

| | | | |
|---------------------------------|----------------------|----------------------|------------------------|
| 820 · VOLUNTEER WAGES (IN-KIND) | 15,023.50 | 20,500.00 | (5,476.50) |
| 825 · VOLUNTEER EXPENSES | 907.90 | 960.00 | (52.10) |
| 850 · TELEPHONE | 609.63 | 650.00 | (40.37) |
| 861 · TRAVEL/MILEAGE/GAS | 3,684.98 | 3,885.00 | (200.02) |
| 900 · INTEREST EXPENSE | 1,010.36 | 1,025.00 | (14.64) |
| 910 · INSURANCE | 3,851.00 | 4,416.00 | (565.00) |
| 915 · PROJECTS | 0.00 | 0.00 | 0.00 |
| 920 · UTILITIES | 4,209.12 | 4,490.00 | (280.88) |
| 940 · DEPRECIATION EXPENSE | 3,608.52 | 3,608.00 | 0.52 |
| 980 · EQUIPMENT/REPAIRS | 12,693.90 | 2,334.00 | 10,359.90 |
| 980.1 - OUTDOOR MAINTENANCE | 35.00 | 135.00 | (100.00) |
| 981 · HDM VEHICLE MAINT/GAS | 1,496.14 | 2,010.00 | (513.86) |
| | | | 0.00 |
| Total Expense | 208,090.77 | 229,687.00 | (21,596.23) |
| Net Ordinary Income | 14,818.53 | 30,247.00 | (15,428.47) |
| Other Income/Expense | | | |
| Other Income | | | |
| 990 · INTEREST/DIVIDEND INCOME | 22.44 | 48.00 | (25.56) |
| 999 - Other Income | 6,869.11 | 0.00 | 6,869.11 |
| Total Other Income | 6,891.55 | 48.00 | 6,843.55 |
| Other Expense | | | |
| 999.1 · Other Expense | 924.14 | 0.00 | 924.14 |
| 99999 - LEGAL EXPENSE | 1,180.32 | 500.00 | 680.32 |
| Total Other Expense | 2,104.46 | 0.00 | 2,104.46 |
| Net Other Income | 4,787.09 | 48.00 | 4,739.09 |
| Net Income | 19,605.62 | 30,295.00 | (10,689.38) |

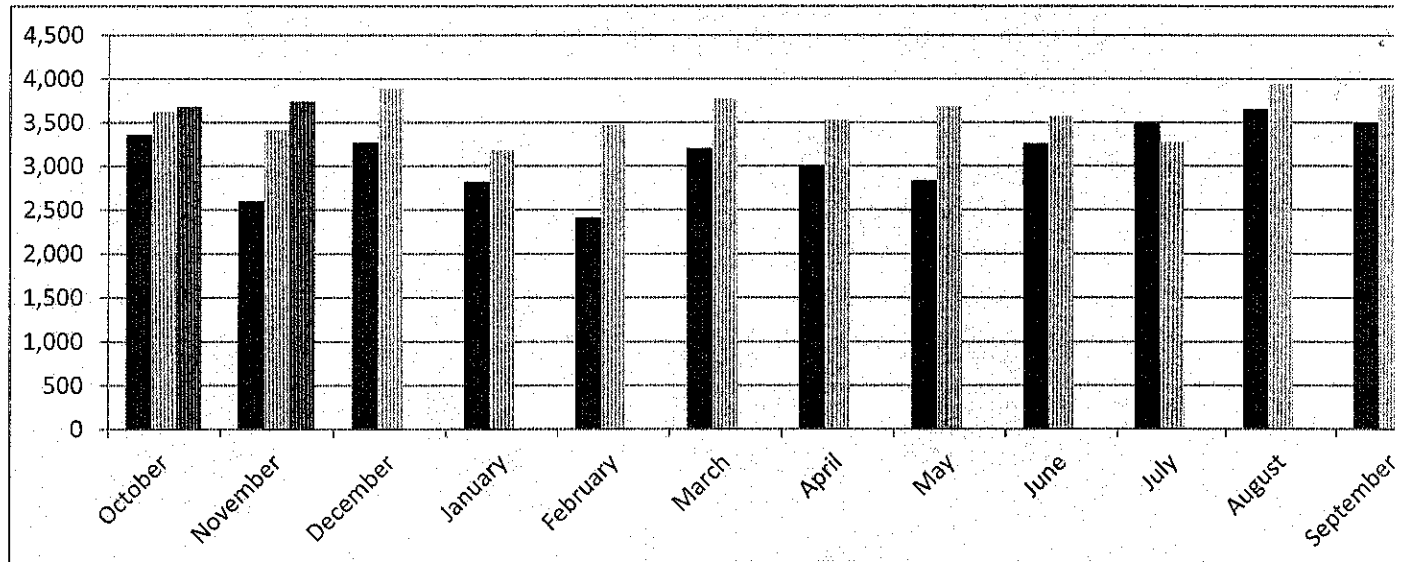
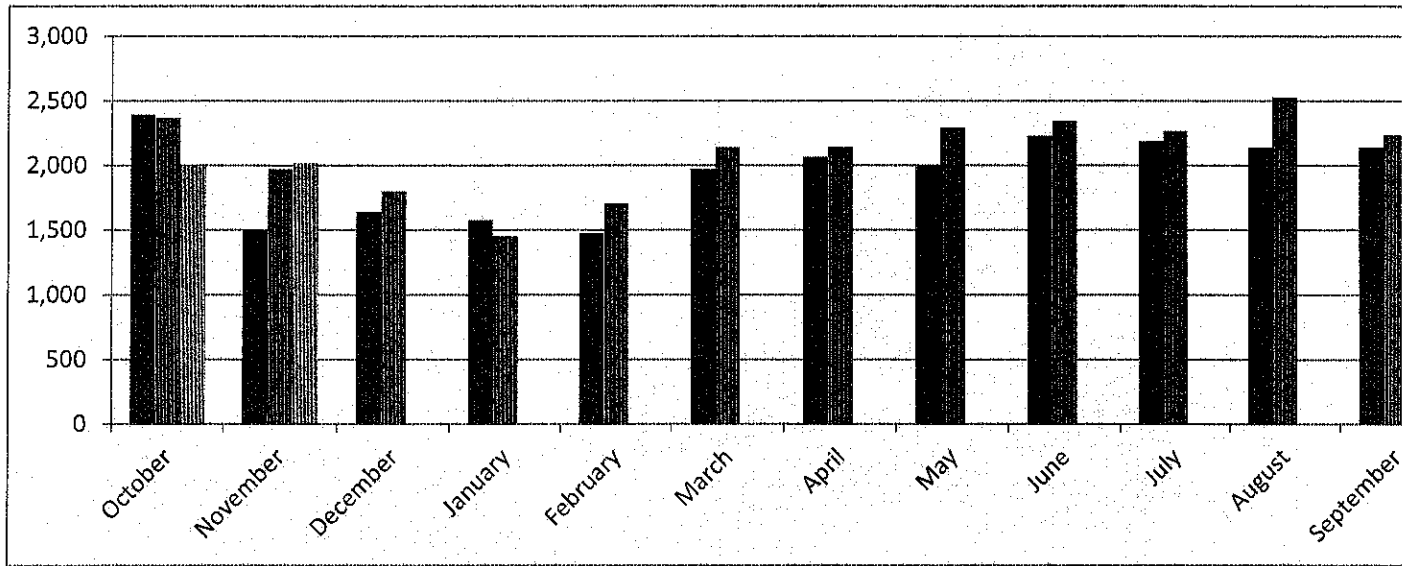
BENZIE SENIOR RESOURCES
HDM/Cong comparison

BENZIE SENIOR RESOURCES
Units Served 2015-2016-2017

| | FY 2015 | | FY 2016 | | FY 2017 | |
|--------------------|---------------|---------------|---------------|---------------|--------------|--------------|
| | HDM | CONG | HDM | CONG | HDM | CONG |
| October | 3,356 | 2,394 | 3,627 | 2,370 | 3,684 | 2,000 |
| November | 2,590 | 1,491 | 3,410 | 1,972 | 3,744 | 2,018 |
| December | 3,265 | 1,640 | 3,891 | 1,800 | | |
| January | 2,816 | 1,576 | 3,186 | 1,452 | | |
| February | 2,405 | 1,476 | 3,473 | 1,706 | | |
| March | 3,196 | 1,971 | 3,781 | 2,140 | | |
| April | 3,001 | 2,065 | 3,528 | 2,144 | | |
| May | 2,824 | 1,996 | 3,682 | 2,295 | | |
| June | 3,250 | 2,231 | 3,575 | 2,347 | | |
| July | 3,478 | 2,188 | 3,272 | 2,267 | | |
| August | 3,644 | 2,140 | 3,949 | 2,528 | | |
| September | 3,495 | 2,143 | 3,943 | 2,237 | | |
| | | | | | | |
| total meals | 37,320 | 23,311 | 43,317 | 25,258 | 7,428 | 4,018 |



BENZIE SENIOR RESOURCES HDM/Cong comparison



Senior Center Coordinator's Report

December 8, 2016

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

We are closed on Friday, December 23rd; Monday, December 26th; Friday, December 30th (during the day); and Monday, January 2nd.

Once again we are proud to be a "Toys for Tots" drop-off location. Please place unwrapped, new toys in the box near the front desk.

Wednesday, December 7th six of us took a trip to the State Theater in Traverse City. We enjoyed their 25 cents Matinee. We saw "The Bells of St. Mary's" and then enjoy a delicious lunch and dessert at The Grand Traverse Pie Company.

The next Benzie Bucks Auction is **Friday, December 16th** at 1:15pm. This is a much-loved tradition. From now until the auction, anyone who eats lunch at The Gathering Place will receive Benzie bucks. **We are now accepting donations for our next Benzie Bucks Auction!** Clean out your stuff and bring it down. NO clothes please unless it's unique.

Monday, December 19th we have another Pinterest Craft. We'll create candy cane wreaths! Please sign up at the front desk so I have enough supplies.

Thursday, December 22nd we are having a good old-fashioned, home-cooked Christmas Dinner served from 11:30 a.m.—1:00 p.m. \$3 suggested donation for those 60 and older. Only \$7.50 for those under 60 and ALL AGES ARE WELCOME!

Friday, December 30th we have a special Ol' Time Gathering. It is also our annual New Year's Eve Party! 6:00 p.m.—9:00 p.m. We'll ring in 2016 at 9:00 p.m. Please bring a dish to pass. All ages are welcome. No charge to attend and donations are accepted. The Melody Makers will entertain and there will be dancing! Music starts at 6:00 p.m. with a potluck dinner at 7:00 p.m.

If you see Julia Hyll, please tell her how much we appreciate her hard work decorating The Gathering Place for the holidays!

Commissioner Report

Beckett and Raeder, Inc.
Pointe Bestie Lightstation
Road Improvements 2016
Unit Estimate BRI
 Conceptual Opinion of Probable Construction Costs for Budgetary Purposes

December 2016

| QTY. | UNIT | DESCRIPTION | UNIT COST | UNIT TOTAL | PARTICIPATING SUBTOTAL |
|--|------|---|-------------|--------------|----------------------------|
| SITE PREPARATION AND EROSION CONTROL | | | | | |
| 1 | ls | Erosion Control Measures | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| 13473 | sf | Removal of Existing Bituminous Pavement | \$1.50 | \$20,209.50 | \$20,209.50 |
| 1 | ls | Removal of Existing Vegetation | \$1,000.00 | \$1,000.00 | \$1,000.00 |
| | | | | | <u>\$31,209.50</u> |
| EARTHWORK | | | | | |
| 1 | ls | Mass Grading | \$20,000.00 | \$20,000.00 | \$20,000.00 |
| | | | | | <u>\$20,000.00</u> |
| PAVEMENT | | | | | |
| 28431 | sf | Bituminous Pavement & Stone Base | \$4.50 | \$127,939.50 | \$127,939.50 |
| 1215 | lf | Roll Curb | \$22.00 | \$26,730.00 | \$26,730.00 |
| 8234 | sf | Concrete Walk | \$5.00 | \$41,170.00 | \$41,170.00 |
| 1 | ls | Pavement Markings | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| | | | | | <u>\$197,339.50</u> |
| SITE FURNISHINGS | | | | | |
| 1 | ls | Overlook and ADA Accessible Route | \$36,000.00 | \$36,000.00 | \$36,000.00 |
| 1 | ls | Misc. Signage | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| | | | | | <u>\$37,500.00</u> |
| UTILITIES | | | | | |
| 1 | ls | Relocated Utility Pole | \$25,000.00 | \$25,000.00 | \$25,000.00 |
| 1 | ls | Overflow Structure & Pipe | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| | | | | | <u>\$35,000.00</u> |
| LANDSCAPING | | | | | |
| 9973 | sf | Dune Grasses | \$5.00 | \$49,865.00 | \$49,865.00 |
| 37255 | sf | Disturbed Area Restoration | \$5.00 | \$186,275.00 | \$186,275.00 |
| | | | | | <u>\$236,140.00</u> |
| SUBTOTAL: | | | | | <u>\$557,189.00</u> |
| 5% General Conditions | | | | | \$27,859.45 |
| 5% Mobilization | | | | | \$27,859.45 |
| 10% Owner Contingency | | | | | \$55,718.90 |
| SUBTOTAL HARD COSTS: | | | | | <u>\$668,626.80</u> |
| SOFT COSTS | | | | | |
| 30% | | | | | |
| Consultant Fee (approximate, not including Survey Fee) | | | 10% | | |
| Consultant Reimbursables, allowance | | | inc above | | |
| 5% Construction Contingency | | | 5% | | |
| Survey | | | 2% | | |
| Legal (ROW) | | | 2% | | |
| Soil Boring Investigation and Report | | | 1% | | |
| Permits, allowance | | | 1% | | |
| Full-time Resident Inspection | | | 6% | | |
| Materials Testing Budget | | | 3% | | |
| SUBTOTAL SOFT COSTS: | | | 30% | | \$200,588.04 |
| TOTAL HARD COSTS AND SOFT COSTS: | | | | | <u>\$869,214.84</u> |

Notes:

It is assumed all excavated material is clean and will not require treatment or disposal at a special landfill.
 It is assumed all property encroachment issues will be dealt with outside the scope of this project.

This opinion of probable cost of construction is made on the basis of experience and best judgment of our qualified staff familiar with the construction industry. Beckett & Raeder, Inc., however, cannot guarantee that actual construction costs will not vary from this estimate.

RECEIVED

DEC 13 2016

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

County Administrator's Report

BUILDINGS & GROUNDS COMMITTEE

December 14, 2016

9:00 a.m.

Members present: Gary Sauer, Coury Carland and Frank Walterhouse
Others Present: Dawn Olney, Mitch Deisch, Maridee Cutler, Rick Morris, Ron Berns,
Kyle Rosa, Dan Smith, Jennifer Berkey, Nina Bondarenko, Dylan Sauer

Meeting called to order by Commissioner Gary Sauer at 9:05 a.m.

Pledge of allegiance was given.

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

Motion by Walterhouse, seconded by Carland, to approve the minutes of October 12, 2016 as presented. Ayes: All Nays: None Motion carried.

Public Input – None

Jennifer Berkey – Office Space: Request for additional office space for MSUE; she talked with Mitch and he stated that there is space that the planning commission was using and now Networks Northwest will be handling most of their duties – they use the space for the storage of their records. Jennifer stated that they are willing to meet with them and discuss the space. Nina Bondarenko stated that the Planning Commission does not want to share space; she presented a resolution with the Planning Commission pasted regarding that space. Mitch to continue discussions with both MSUE and the Planning Commission regarding the proposed space.

Ron Berns – Carpet for Dispatch: Ron presented a bid for carpet of the dispatch space.

Motion by Carland, seconded by Walterhouse, to recommend to the Board of Commissioners to replace the carpet in the Dispatch Center in the amount of \$8,407.00 with Lakeshore Construction, with funds to come from the 911 fund. Ayes: All Nays: None Motion carried.

Discussion was also held regarding the moving of a window in the dispatch center.

Rick Morris:

- a. Water Bottle Filling Stations: Bid presented from Moore Mechanical in the amount of \$1,995.00 for installation of two. **Motion by Walterhouse, seconded by Carland, to recommend to the Board of Commissioners to proceed with installation of one water bottle filling station to be installed on the upper level of the Government Center near the Veterans Office, authorizing the chairman to sign. Ayes: All Nays: None Motion carried.**
- b. Bathroom Stalls (replacement): Rick would like to have the flooring replaced at the same time as the stalls are replaced; he will come back to the January meeting with a quote for ceramic tile for the lower level bathrooms, and also to replace the urinals in the men's bathroom.
- c. Heating/Cooling Control Upgrade: Quote provided; matter to be rescheduled for January 2017 to allow the company to be present.

BUILDINGS & GROUNDS

December 14, 2016

Page 2 of 3

Other: Mitch stated that we need to start thinking of cleaning the duct work at the jail; Frank Walterhouse stated that the ACO is talking of having their done as well.

Water Tower Easement for the Village of Beulah: Mitch reported that he is working with Mr. Figura and the Village Attorney regarding two documents which will come to the Board of Commissioners at their meeting on December 20 for action.

Public Input;

Rick stated that the gentleman from Hurst Mechanical is on his way to the jail for services and asked if we wanted him to come down – Mitch stated we will do it next month.

Maridee asks for a January 2017 meeting to be set – January 17, 2017 @ 9:00 a.m.

Motion by Carland, seconded by Walterhouse, to adjourn at 10:10 a.m. Ayes: All Nays: None Motion carried.

Dawn Olney
Benzie County Clerk

DRAFT

BUILDINGS & GROUNDS

December 14, 2016

Page 3 of 3

Motion by _____ seconded by _____, to approve the Buildings and Grounds Consent Calendar as follows:

1. To replace the carpet in the Dispatch Center in the amount of \$8,407.00 with Lakeshore Construction, with funds to come from the 911 fund.
2. To proceed with installation of one water bottle filling station to be installed on the upper level of the Government Center near the Veterans Office, authorizing the chairman to sign.

DRAFT



Moore Mechanical

PLUMBING • HEATING
AIR-CONDITIONING

12760 HONOR HIGHWAY
HONOR, MI 49640

PHONE:(231)325-3079 • FAX:(231)325-3090

TO: Benzie County Government Center
425 Court Place
Beulah, MI 49617

PROPOSAL # 7575

DATE: 4-18-16

JOB DESCRIPTION: Bottle fillers for existing drinking fountains

PLUMBING

2- Elkay LZWSRK bottle fillers
Install onto existing water coolers
Any line voltage wiring not included in quote

TOTAL

\$ 1,995.00

ACCEPTANCE OF PROPOSAL: The above prices, specification, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined below.

Date of Acceptance:_____ **Signature:**_____

PAYMENT TO BE MADE AS FOLLOWS: Pay requests by 25th due the 10th of the following month. 1.5% Service charge on accounts past due.

FINANCE REPORT

BILLS TO BE APPROVED December 20, 2016

Motion to approve Vouchers in the amount of:

| | | |
|-----------|-------------------|--|
| \$ | 246,966.75 | General Fund (101) |
| \$ | 23,763.05 | Jail Fund (213) |
| \$ | 19,493.66 | Ambulance Fund & ALS (214) |
| \$ | 2,877.26 | Funds 105-238 |
| \$ | 1,100.93 | ACO Fund (247) |
| \$ | - | Building (249) |
| \$ | 10,394.96 | Dispatch 911 Fund (261) |
| \$ | 76,014.61 | Funds 239-292 |
| \$ | 4,983.42 | Funds 293-640 |
| \$ | 182,526.39 | 701 Fund |
| \$ | - | Trust and Agency Funds & MSU Trust and Agency Fund (702-771) |
| <u>\$</u> | <u>568,121.03</u> | |

RECEIVED

DEC 16 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

| GL Number | Inv. Line Desc | Vendor | Invoice Desc. | Invoice | Due Date | Amount | Check |
|---------------------------------|--------------------------|-----------------------|---|-----------------|----------|-----------|-------|
| Fund 101 GENERAL FUND | | | | | | | |
| Dept 101 BOARD OF COMMISSIONERS | | | | | | | |
| 101-101-860.00 | TRAVEL | SAUER, GARY | COUNTY COMMISSIONER MILEAGE | NOV 2016 | 12/08/16 | 99.90 | 57877 |
| 101-101-900.00 | PRINTING & PUBLISHING | PIONEER GROUP | BOC MEETING SCHEDULE | 43100200 | 12/08/16 | 20.29 | 57872 |
| | | | Total For Dept 101 BOARD OF COMMISSIONERS | | | 120.19 | |
| Dept 131 CIRCUIT COURT | | | | | | | |
| 101-131-702.00 | CIR CT JUDGE | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 1,524.13 | 57959 |
| 101-131-702.03 | CIR CT ADMIN SAL | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 1,756.70 | 57959 |
| 101-131-704.00 | CIR CT RECORDER SAL | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 1,935.17 | 57959 |
| 101-131-704.01 | CIR CT ALT. DISPUTE RESO | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 1,094.87 | 57959 |
| 101-131-704.02 | CLERICAL ASSISTANT-CIR C | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 970.85 | 57959 |
| 101-131-712.00 | RESEARCH ATTORNEY/J. MEA | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 948.76 | 57959 |
| 101-131-725.00 | COST OF FRINGE BENEFITS | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 4,708.29 | 57959 |
| 101-131-727.00 | OFFICE SUPPLIES | MANISTEE COUNTY | BENZIE REIMBURSEMENT TO MANISTEE | NOV 2016 | 12/15/16 | 342.19 | 57960 |
| 101-131-730.00 | POSTAGE | MANISTEE COUNTY | BENZIE REIMBURSEMENT TO MANISTEE | NOV 2016 | 12/15/16 | 45.55 | 57960 |
| 101-131-802.00 | CIR CT-TRANSCRIPT FEE | MANISTEE COUNTY | BENZIE REIMBURSEMENT TO MANISTEE | NOV 2016 | 12/15/16 | 124.55 | 57959 |
| 101-131-802.00 | TRANSCRIPTS | MANISTEE COUNTY | BENZIE REIMBURSEMENT TO MANISTEE | NOV 2016 | 12/15/16 | 124.55 | 57960 |
| 101-131-805.00 | COURT APPOINTED ATTORNEY | CICCHELLI, ANTHONY | REVIEW HEARINGS | 11-17-16 & 11-1 | 12/08/16 | 150.00 | 57836 |
| 101-131-810.00 | LEGAL FEES | CICCHELLI, ANTHONY | MONTHLY COURT APPT ATTORNY FOR 2016 | DEC 2016 | 12/08/16 | 1,399.59 | 57896 |
| 101-131-810.00 | LEGAL FEES | GRAFF, JACOB | MONTHLY COURT APPT ATTORNY FOR 2016 | DEC 2016 | 12/08/16 | 1,399.59 | 57900 |
| 101-131-810.00 | LEGAL FEES | GRANT, WILLIAM | MONTHLY COURT APPT ATTORNY FOR 2016 | DEC 2016 | 12/08/16 | 984.91 | 57902 |
| 101-131-810.00 | LEGAL FEES | HUFT, DAVID G. ATTY | MONTHLY COURT APPT ATTORNY FOR 2016 | DEC 2016 | 12/08/16 | 1,399.59 | 57903 |
| 101-131-810.00 | LEGAL FEES | KROLczyk & QUINN P.C. | MONTHLY COURT APPT ATTORNY FOR 2016 | DEC 2016 | 12/08/16 | 1,399.59 | 57906 |
| 101-131-810.00 | LEGAL FEES | MAS, MARY ELIZABETH | MONTHLY COURT APPT ATTORNY FOR 2016 | DEC 2016 | 12/08/16 | 1,399.59 | 57907 |
| 101-131-810.00 | LEGAL FEES | SMITH, MICHAEL LAWRE | MONTHLY COURT APPT ATTORNY FOR 2016 | DEC 2016 | 12/08/16 | 1,399.59 | 57908 |
| 101-131-810.00 | LEGAL FEES | SWAIN, DENNIS | MONTHLY COURT APPT ATTORNY FOR 2016 | DEC 2016 | 12/08/16 | 984.91 | 57909 |
| 101-131-810.00 | LEGAL FEES | GRAFF, JACOB | APPEAL - IN RE: JENKINS 14-1911-NA | 36842DATED 11/7 | 12/15/16 | 2,075.00 | 57944 |
| 101-131-812.00 | APPEALS COURT - LEGAL FE | MANISTEE COUNTY | BENZIE REIMBURSEMENT TO MANISTEE | NOV 2016 | 12/15/16 | 71.28 | 57960 |
| 101-131-860.00 | TRAVEL | MANISTEE COUNTY | BENZIE REIMBURSEMENT TO MANISTEE | NOV 2016 | 12/15/16 | 178.00 | 57960 |
| 101-131-955.00 | CONVENTIONS & DUES | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 638.08 | 57959 |
| 101-131-962.00 | JIS RELATED COSTS | MANISTEE COUNTY | | | | | |
| | | | Total For Dept 131 CIRCUIT COURT | | | 27,035.33 | |
| Dept 136 DISTRICT COURT | | | | | | | |
| 101-136-702.06 | SALARY - MAGISTRATE | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 4,063.76 | 57959 |
| 101-136-703.09 | WAGES-CHIEF CLERK - MCGR | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 936.00 | 57959 |
| 101-136-704.00 | DC RECORDER - MCGRAW & J | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 1,925.29 | 57959 |
| 101-136-704.04 | DC PROBATION OFFICER SAL | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 1,485.01 | 57959 |
| 101-136-706.00 | WAGES - DEPUTY CLERK - J | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 781.92 | 57959 |
| 101-136-725.00 | COST OF FRINGE BENEFITS | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 7,216.14 | 57959 |
| 101-136-801.00 | CONTRACTED SERV-RECORDIN | JUST FOR THE RECORD | BENZIE COUNTY NOVEMBER 2016 | DEC 2016 | 12/08/16 | 1,958.33 | 57904 |
| 101-136-804.00 | RECORDING SERVICES | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 225.01 | 57959 |
| 101-136-805.00 | COURT APPOINTED ATTORNEY | CICCHELLI, ANTHONY | COURT APPOINTED ATTORNEY FEES | 120616 | 12/08/16 | 250.00 | 57837 |
| 101-136-805.00 | COURT APPOINTED ATTORNEY | HUFT, DAVID G. ATTY | COURT APPOINTED ATTORNEY FEE | 120616 | 12/08/16 | 250.00 | 57850 |
| 101-136-805.00 | COURT APPOINTED ATTORNEY | SMITH, MICHAEL LAWRE | COURT APPOINTED ATTORNEY FEES | 120616 | 12/08/16 | 250.00 | 57878 |
| 101-136-805.00 | COURT APPOINTED ATTORNEY | STIG-NIELSON, FREDERI | COURT APPOINTED ATTORNEY FEE | 120616 | 12/08/16 | 250.00 | 57885 |
| 101-136-805.00 | COURT APPOINTED ATTORNEY | CICCHELLI, ANTHONY | COURT APPOINTED ATTORNEY FEE | 121416 | 12/15/16 | 250.00 | 57930 |
| 101-136-805.00 | COURT APPOINTED ATTORNEY | GRAFF, JACOB | COURT APPOINTED ATTORNEY FEES | 121416 | 12/15/16 | 500.00 | 57945 |
| 101-136-805.00 | COURT APPOINTED ATTORNEY | HUFT, DAVID G. ATTY | COURT APPOINTED ATTORNEY FEES | 121416 | 12/15/16 | 1,000.00 | 57950 |
| 101-136-805.00 | COURT APPOINTED ATTORNEY | STIG-NIELSON, FREDERI | COURT APPOINTED ATTORNEY FEES | 121416 | 12/15/16 | 250.00 | 57983 |
| 101-136-805.00 | COURT APPOINTED ATTORNEY | WILLIAMS, JESSE | COURT APPOINTED ATTORNEY FEES | 121416 | 12/15/16 | 750.00 | 57996 |
| 101-136-806.00 | COURT APPOINTED ATTORNEY | OPEN DOOR ASSESSMENTS | ASSESSMENT FEES | 121416 | 12/15/16 | 190.00 | 57970 |
| 101-136-806.00 | SCREENING FEES | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 448.28 | 57959 |
| 101-136-970.00 | EQUIPMENT | | | | | | |
| | | | Total For Dept 136 DISTRICT COURT | | | 22,979.74 | |

| GL Number | Inv. Line Desc | Vendor | Invoice Desc. | Invoice | Due Date | Amount | Check |
|--------------------------------------|--------------------------|-----------------------|--|-----------------|----------|-----------|-------|
| Fund 101 GENERAL FUND | | | | | | | |
| Dept 141 FRIEND OF THE COURT | TELEPHONE | CENTURYLINK | COUNTY 800 #'S & LONG DISTANCE FEE | 1394805768 | 12/15/16 | 14.05 | 57927 |
| | | | Total For Dept 141 FRIEND OF THE COURT | | | 14.05 | |
| Dept 142 JUVENILE DIVISION | | | | | | | |
| 101-142-704.01 | SALARY-JV DIRECTOR SALAR | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 2,091.85 | 57959 |
| 101-142-727.00 | OFFICE SUPPLIES | JACKPINE BUSINESS CEN | APPOINTMENT BOOK | 408755-0 | 12/15/16 | 19.49 | 57953 |
| 101-142-804.00 | FOC&JV RECORDING CONTRA | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 489.58 | 57959 |
| 101-142-860.00 | TRAVEL | CAMERON CLARK | REIMBURSE FOR MILEAGE/HOTEL/CELL P | DEC 2 2016 | 12/08/16 | 488.70 | 57833 |
| 101-142-957.40 | NON REIMBURSABLE EXPENSE | KATHI HOUSTON | REIMBURSE FOR VOLUNTEER GIFT CARDS | DECEMBER 13 201 | 12/15/16 | 206.24 | 57955 |
| | | | Total For Dept 142 JUVENILE DIVISION | | | 3,295.86 | |
| Dept 172 ADMINISTRATOR | | | | | | | |
| 101-172-727.00 | OFFICE SUPPLIES | VISA=MITCHELL DEISCH | OFFICE DEPOT SUPPLIES | 884444277-001** | 12/08/16 | 39.88 | 57892 |
| | | | Total For Dept 172 ADMINISTRATOR | | | 39.88 | |
| Dept 215 COUNTY CLERK | | | | | | | |
| 101-215-955.10 | DUES & REGISTRATIONS | MI ASSOC. OF COUNTY C | MACC ASSOC DUES - DAWN OLNEY | 2017 | 12/08/16 | 200.00 | 57863 |
| 101-215-963.00 | COMPUTER SUPPORT | CHERRY LAN | QUARTERLY MAINTENANCE 1/1/17 TO 3/ | 2017-JANUARY | 12/08/16 | 600.00 | 57835 |
| | | | Total For Dept 215 COUNTY CLERK | | | 800.00 | |
| Dept 253 COUNTY TREASURER | | | | | | | |
| 101-253-727.00 | OFFICE SUPPLIES | JACKPINE BUSINESS CEN | OFFICE SUPPLIES | 409403-0 | 12/08/16 | 17.99 | 57851 |
| 101-253-727.00 | OFFICE SUPPLIES | JACKPINE BUSINESS CEN | TONER FOR HP PRINTER | 409803-0 | 12/15/16 | 172.97 | 57953 |
| 101-253-860.00 | TRAVEL | THOMPSON, MICHELLE | MILEAGE FOR NOVEMBER 2016 | NOV MILEAGE | 12/08/16 | 22.68 | 57888 |
| | | | Total For Dept 253 COUNTY TREASURER | | | 213.64 | |
| Dept 257 EQUALIZATION DEPARTMENT | | | | | | | |
| 101-257-963.00 | COMPUTER SUPPORT | APEX SOFTWARE | APEX RENEWAL INVOICE 2017 ***SEE N | 295207 | 12/08/16 | 450.00 | 57823 |
| | | | Total For Dept 257 EQUALIZATION DEPARTMENT | | | 450.00 | |
| Dept 261 MSU EXTENSION | | | | | | | |
| 101-261-727.00 | OFFICE SUPPLIES | JACKPINE BUSINESS CEN | OFFICE SUPPLIES | 409514-0 | 12/08/16 | 23.99 | 57851 |
| 101-261-730.00 | POSTAGE | BENZIE COUNTY CLERK | POSTAGE | 12012016 | 12/08/16 | 4.32 | 57825 |
| | | | Total For Dept 261 MSU EXTENSION | | | 28.31 | |
| Dept 262 ELECTIONS | | | | | | | |
| 101-262-860.00 | TRAVEL | OLNEY, DAWN | MILEAGE TO LEE LANAU - RECOUNT | 12/9/2016 | 12/15/16 | 46.44 | 57969 |
| | | | Total For Dept 262 ELECTIONS | | | 46.44 | |
| Dept 265 BUILDING & GROUNDS | | | | | | | |
| 101-265-748.00 | GAS, OIL & GREASE | BENZIE COUNTY ROAD CO | 2009 DODGE | 00311116 | 12/08/16 | 41.44 | 57827 |
| 101-265-749.00 | VEHICLE REPAIRS | GTR EQUIPMENT COMPANY | POWER CABLE FOR PLOW | 46336 | 12/15/16 | 62.60 | 57947 |
| 101-265-750.00 | MAINTENANCE SUPPLIES | G.T. PACKAGING & JANI | JANITORIAL SUPPLIES | 0211754-IN | 12/08/16 | 251.21 | 57844 |
| 101-265-821.00 | GARAGE DISPOSAL | AMERICAN WASTE | 8 YD DUMPSTER & 4 YD DUMPSTER | 1741566 | 12/08/16 | 175.00 | 57821 |
| 101-265-850.00 | TELEPHONE | CENTURYLINK | COUNTY 800 #'S & LONG DISTANCE FEE | 1394805768 | 12/15/16 | 25.00 | 57927 |
| 101-265-850.00 | EQUIPMENT REPAIR | HURST MECHANICAL | BUILDING MAINTENANCE | S8108 | 12/15/16 | 279.63 | 57951 |
| 101-265-930.00 | CAPITAL IMPROVEMENTS | MILLENNIA TECHNOLOGIE | 50% DOWN FOR NEW PHONE SYSTEM | PHONE SYSTEM | 12/08/16 | 24,058.44 | 57866 |
| | | | Total For Dept 265 BUILDING & GROUNDS | | | 24,893.32 | |
| Dept 266 LEGAL & CONTRACTED SERVICES | | | | | | | |
| 101-266-810.00 | LEGAL FEES | FIGURA, RICHARD | LEGAL REPRESENTATION | BC-329 | 12/15/16 | 4,279.50 | 57939 |
| 101-266-815.20 | CIRCUIT, JUV, & DC ADMIN | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 1,166.67 | 57959 |
| | | | Total For Dept 266 LEGAL & CONTRACTED SERVICES | | | 5,446.17 | |

| GL Number | Inv. Line Desc | Vendor | Invoice Desc. | Invoice | Due Date | Amount | Check |
|--------------------------------|-------------------------|-----------------------|--|----------------|----------|----------|-------|
| Fund 101 GENERAL FUND | | | | | | | |
| Dept 267 PROSECUTING ATTORNEY | | | | | | | |
| 101-267-808.00 | WITNESS FEES | INGA DOLINSKI | WITNESS FEE/MILEAGE(32 @ \$.10 MI/ | 120116 | 12/15/16 | 9.20 | 57952 |
| 101-267-808.00 | WITNESS FEES | WILLIAM ALLEN | WITNESS FEE&MILEAGE (2 MILES @ \$.1 | 120816 | 12/15/16 | 6.20 | 57994 |
| | | | Total For Dept 267 PROSECUTING ATTORNEY | | | 15.40 | |
| Dept 268 REGISTER OF DEEDS | | | | | | | |
| 101-268-955.00 | CONVENTIONS & MEETINGS | VISA=AMY BISSELL | HOTEL FEE FOR CONFERENCE IN BAY CI | 12-06-2016 | 12/08/16 | 207.90 | 57891 |
| 101-268-955.10 | DUES & REGISTRATIONS | MI ASSOC OF REGISTER | 2017 REGISTER OF DEEDS ANNUAL DUES | 12-06-2016 | 12/08/16 | 237.00 | 57862 |
| 101-268-957.10 | RECORD STORAGE | UNDERGROUND SECURITY | 2017 MICROFILM STORAGE | 10-07-2016 | 12/08/16 | 1,003.40 | 57890 |
| | | | Total For Dept 268 REGISTER OF DEEDS | | | 1,448.30 | |
| Dept 275 DRAIN COMMISSION | | | | | | | |
| 101-275-819.00 | CONTRACT SERVICE - LAKE | DIXON, CRAIG | MONTHLY CONTRACTED SERVICES FOR DA | DEC 2016 | 12/08/16 | 333.33 | 57899 |
| 101-275-935.10 | DAM REPAIRS | CLASSIC DOCK & LIFTS | CABLE CRIMPED & THIMBLE END | 1368 | 12/08/16 | 195.00 | 57839 |
| | | | Total For Dept 275 DRAIN COMMISSION | | | 528.33 | |
| Dept 285 CENTRAL SERVICES | | | | | | | |
| 101-285-730.00 | POSTAGE | NUGENT HARDWARE | UPS FILE TO COURT OF APPEALS/MAYCR | 132769 | 12/08/16 | 13.57 | 57867 |
| 101-285-730.00 | POSTAGE | NUGENT HARDWARE | FILE TO COURT OF CLAIMS /SPENCER 1 | 132811 | 12/08/16 | 12.28 | 57868 |
| 101-285-730.00 | POSTAGE | U.S. POSTMASTER - BEU | MAILING WINTER RECYCLING VILLAGES | 121316 | 12/13/16 | 282.04 | 57911 |
| 101-285-940.20 | EQUIPMENT LEASE | TEAM FINANCIAL GROUP, | SHARP MX3550N, SHARP MX M564N, ORI | 142417 | 12/15/16 | 429.35 | 57985 |
| | | | Total For Dept 285 CENTRAL SERVICES | | | 737.24 | |
| Dept 286 TECHNOLOGY SUPPORT | | | | | | | |
| 101-286-963.00 | COMPUTER SUPPORT | WYANT COMPUTER SERVIC | MONTHLY BILLING FOR DECEMBER 2016 | MS20344 | 12/08/16 | 2,725.00 | 57894 |
| | | | Total For Dept 286 TECHNOLOGY SUPPORT | | | 2,725.00 | |
| Dept 301 SHERIFF | | | | | | | |
| 101-301-727.00 | OFFICE SUPPLIES | QUILL CORPORATION | PROT, NOTES, | 2136010 | 12/08/16 | 21.15 | 57874 |
| 101-301-748.00 | GAS, OIL & GREASE | BENZIE COUNTY ROAD CO | NEW CARDS FOR CARS | 040-08106-1116 | 12/08/16 | 15.00 | 57827 |
| 101-301-748.00 | GAS, OIL & GREASE | BENZIE COUNTY ROAD CO | FUEL NOV '16 | 0021116 | 12/08/16 | 1,483.07 | 57827 |
| 101-301-748.00 | GAS, OIL & GREASE | XPRESS LUBE | 14-1 HUTCHINSON | 21389 | 12/15/16 | 25.00 | 57997 |
| 101-301-748.00 | GAS, OIL & GREASE | XPRESS LUBE | OIL CHANGE, TIRE CHG OUT | 21574 | 12/15/16 | 99.95 | 57997 |
| 101-301-751.00 | UNIFORMS | VISA=DAN SMITH | TRAIN, PRINTER,ZAK SPEAK | 6858 | 12/15/16 | 16.98 | 57990 |
| 101-301-752.10 | DRY CLEANERS | ROBBIE'S DRY CLEANERS | DRYCLEANING | 2206 | 12/15/16 | 71.85 | 57977 |
| 101-301-800.00 | CONTRACTED SERVICES | WYANT COMPUTER SERVIC | MONTHLY BILLING FOR DECEMBER 2016 | MS20344 | 12/08/16 | 200.00 | 57894 |
| 101-301-800.00 | CONTRACTED SERVICES | MICHIGAN STATE POLICE | 4TH QTR VPN GATEWAY | 551-78694 | 12/15/16 | 387.00 | 57963 |
| 101-301-850.00 | TELEPHONE | VERIZON WIRELESS | CELL PHONE SERVICE | 9776197487 | 12/15/16 | 108.03 | 57989 |
| 101-301-961.00 | TRAINING & SCHOOLS | VISA=TROY LAMERSON | TRAIN MEAL, EQUIPMENT | 6759 | 12/15/16 | 33.45 | 57992 |
| 101-301-963.00 | COMPUTER SUPPORT | WYANT COMPUTER SERVIC | DATTO BACKUP | MB20363 | 12/08/16 | 510.00 | 57894 |
| 101-301-980.00 | VEHICLE EQUIPMENT | VISA=TROY LAMERSON | TRAIN MEAL, EQUIPMENT | 6759 | 12/15/16 | 1,483.91 | 57992 |
| | | | Total For Dept 301 SHERIFF | | | 4,455.39 | |
| Dept 333 SECONDARY ROAD PATROL | | | | | | | |
| 101-333-725.00 | FRINGE BENEFITS | LINCOLN FINANCIAL GRO | DECEMBER 2016 LTD, STD, LIFE, AD & | 1481138 | 12/08/16 | (4.81) | 57857 |
| 101-333-725.00 | FRINGE BENEFITS | DELTA DENTAL PLAN OF | NOVEMBER 2016 DENTAL | RIS0001318685 | 12/15/16 | 120.61 | 57933 |
| 101-333-748.00 | GAS, OIL & GREASE | BENZIE COUNTY ROAD CO | FUEL NOV '16 | 0021116 | 12/08/16 | 137.18 | 57827 |
| | | | Total For Dept 333 SECONDARY ROAD PATROL | | | 252.98 | |
| Dept 426 EMERGENCY MANAGEMENT | | | | | | | |
| 101-426-725.00 | FRINGE BENEFITS | LINCOLN FINANCIAL GRO | DECEMBER 2016 LTD, STD, LIFE, AD & | 1481138 | 12/08/16 | 39.74 | 57857 |
| 101-426-725.00 | FRINGE BENEFITS | DELTA DENTAL PLAN OF | NOVEMBER 2016 DENTAL | RIS0001318685 | 12/15/16 | 36.87 | 57933 |

| GL Number | Inv. Line Desc | Vendor | Invoice Desc. | Invoice | Due Date | Amount | Check |
|--|--------------------------|-----------------------|--|---------|----------|-----------|-------|
| Fund 101 GENERAL FUND | | | | | | | |
| Dept 601 HEALTH DEPARTMENT | | | | | | | |
| 101-601-836.00 | APPROPRIATIONS | BENZIE LEELANAU HEALT | 1ST QTR FY 2016/2017 APPROPRIATION FY 16/17 | | 12/08/16 | 53,548.50 | 57830 |
| | | | Total For Dept 601 HEALTH DEPARTMENT | | | 53,548.50 | |
| Dept 648 MEDICAL EXAMINER | | | | | | | |
| 101-648-800.00 | CONTRACTED SERVICES | GRAND TRAVERSE COUNTY | MONTHLY CONTRACTED SERVICES FOR RM DEC 2016 | | 12/08/16 | 2,272.42 | 57901 |
| 101-648-835.00 | LAB FEES | GRAND TRAVERSE COUNTY | EMS INVESTIGATOR FEES & LABS 2016-21ME | | 12/08/16 | 197.90 | 57848 |
| 101-648-837.10 | INVESTIGATIONS | GRAND TRAVERSE COUNTY | EMS INVESTIGATOR FEES & LABS 2016-21ME | | 12/08/16 | 170.00 | 57848 |
| | | | Total For Dept 648 MEDICAL EXAMINER | | | 2,640.32 | |
| Dept 649 MENTAL HEALTH | | | | | | | |
| 101-649-800.00 | CONTRACTED SERVICES | CENTRA WELLNESS NETWO | JAIL SERVICES 10/1/16-09/30/17 000404 | | 12/08/16 | 43,152.00 | 57834 |
| 101-649-836.00 | APPROPRIATIONS | CENTRA WELLNESS NETWO | OCT 2016, MONTHLY APPROPRIATIONS 000406 | | 12/08/16 | 9,646.88 | 57834 |
| 101-649-836.00 | APPROPRIATIONS | CENTRA WELLNESS NETWO | NOV 2016 MONTHLY APPROPRIATIONS 000407 | | 12/08/16 | 9,646.88 | 57834 |
| | | | Total For Dept 649 MENTAL HEALTH | | | 62,445.76 | |
| Dept 721 PLANNING DEPARTMENT | | | | | | | |
| 101-721-721.00 | PER DIEM - PLANNING COMM | BONDARENKO, NENA O. | PLANNING COMMISSION PER DIEM 12082016 | | 12/15/16 | 35.00 | 57921 |
| 101-721-721.00 | PER DIEM - PLANNING COMM | MAY, SHARRON | PLANNING COMMISSION RECORDING FEE 12082016 | | 12/15/16 | 75.00 | 57961 |
| 101-721-721.00 | PER DIEM - PLANNING COMM | MINSTER, MARGARET | PLANNING COMMISSION PER DIEM 12082016 | | 12/15/16 | 35.00 | 57965 |
| 101-721-721.00 | PER DIEM - PLANNING COMM | ROCH VON ROCHSBURG, W | PLANNING COMMISSION PER DIEM 12082016 | | 12/15/16 | 35.00 | 57978 |
| 101-721-721.00 | PER DIEM - PLANNING COMM | ZENKER, SUSAN K. | PLANNING COMMISSION PER DIEM 12082016 | | 12/15/16 | 35.00 | 57998 |
| 101-721-721.00 | PER DIEM - PLANNING COMM | BONDARENKO, NENA O. | PLANNING COMMISSION PER DIEM 120816 | | 12/15/16 | 8.64 | 57921 |
| 101-721-860.00 | TRAVEL | MAY, SHARRON | PLANNING COMMISSION MILEAGE 120816 | | 12/15/16 | 2.70 | 57961 |
| 101-721-860.00 | TRAVEL | MINSTER, MARGARET | PLANNING COMMISSION MILEAGE 120816 | | 12/15/16 | 14.04 | 57965 |
| 101-721-860.00 | TRAVEL | ROCH VON ROCHSBURG, W | PLANNING COMMISSION MILEAGE 120816 | | 12/15/16 | 8.64 | 57978 |
| 101-721-860.00 | TRAVEL | ZENKER, SUSAN K. | PLANNING COMMISSION MILEAGE 120816 | | 12/15/16 | 5.40 | 57998 |
| | | | Total For Dept 721 PLANNING DEPARTMENT | | | 254.42 | |
| Dept 751 PARKS & RECREATION DEPARTMENT | | | | | | | |
| 101-751-721.00 | PER DIEM | ANDERSEN, CHRISTY | PARKS AND REC PER DIEM 12122016 | | 12/15/16 | 35.00 | 57916 |
| 101-751-721.00 | PER DIEM | BOURNE, ANNE | PARKS & REC PER DIEM 12122016 | | 12/15/16 | 35.00 | 57923 |
| 101-751-721.00 | PER DIEM | DEMITROFF, CATHY | PARKS AND REC PER DIEM 12122016 | | 12/15/16 | 35.00 | 57934 |
| 101-751-721.00 | PER DIEM | DUPERRON, SEAN | PARKS & REC PER DIEM 12122016 | | 12/15/16 | 35.00 | 57937 |
| 101-751-721.00 | PER DIEM | MICK, TED | PARKS AND REC PER DIEM 12122016 | | 12/15/16 | 35.00 | 57964 |
| 101-751-721.00 | PER DIEM | PEACOCK, TAD | PARKS AND REC PER DIEM 12122016 | | 12/15/16 | 35.00 | 57971 |
| 101-751-721.00 | PER DIEM | PEARSALL-GROENWALD, M | PARKS AND REC PER DIEM 12122016 | | 12/15/16 | 35.00 | 57972 |
| 101-751-721.00 | PER DIEM | ROCH VON ROCHSBURG, W | PARKS AND REC PER DIEM 12122016 | | 12/15/16 | 35.00 | 57978 |
| 101-751-721.00 | PER DIEM | SKURDALL, BARBARA | PARKS AND REC PER DIEM 12122016 | | 12/15/16 | 35.00 | 57982 |
| 101-751-721.00 | PER DIEM | HUDSON, PAT | PARKS AND REC RECORDING PER SIEM 12122016 | | 12/15/16 | 75.00 | 57949 |
| 101-751-804.00 | RECORDING SERVICES | ANDERSEN, CHRISTY | PARKS AND REC MILEAGE 121216 | | 12/15/16 | 9.72 | 57916 |
| 101-751-860.00 | TRAVEL | BOURNE, ANNE | PARKS & REC MILEAGE 121216 | | 12/15/16 | 0.54 | 57923 |
| 101-751-860.00 | TRAVEL | DEMITROFF, CATHY | PARKS AND REC MILEAGE 121216 | | 12/15/16 | 5.40 | 57934 |
| 101-751-860.00 | TRAVEL | DUPERRON, SEAN | PARKS & REC MILEAGE 121216 | | 12/15/16 | 9.18 | 57937 |
| 101-751-860.00 | TRAVEL | MICK, TED | PARKS AND REC MILEAGE 121216 | | 12/15/16 | 7.56 | 57964 |
| 101-751-860.00 | TRAVEL | PEACOCK, TAD | PARKS AND REC MILEAGE 121216 | | 12/15/16 | 2.16 | 57971 |
| 101-751-860.00 | TRAVEL | PEARSALL-GROENWALD, M | PARKS AND REC MILEAGE 121216 | | 12/15/16 | 8.10 | 57972 |
| 101-751-860.00 | TRAVEL | ROCH VON ROCHSBURG, W | PARKS AND REC MILEAGE 121216 | | 12/15/16 | 8.64 | 57978 |
| 101-751-860.00 | TRAVEL | PIONEER GROUP | ADVERTISING 43100200 | | 12/08/16 | 23.64 | 57871 |
| 101-751-900.00 | PRINTING & PUBLISHING | | Total For Dept 751 PARKS & RECREATION DEPARTMENT | | | 464.94 | |
| Dept 851 INSURANCE & BONDS | | | | | | | |
| 101-851-725.06 | LIFE INSURANCE | LINCOLN FINANCIAL GRO | DECEMBER 2016 LTD, STD, LIFE, AD & 1481138 | | 12/08/16 | 213.51 | 57857 |
| | | | Total For Dept 851 INSURANCE & BONDS | | | 213.51 | |

| GL Number | Inv. Line Desc | Vendor | Invoice Desc. | Invoice | Due Date | Amount | Check |
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| Fund 101 GENERAL FUND | | | | | | | |
| Dept 852 MEDICAL INSURANCE | | | | | | | |
| 101-852-717.00 | MEDICAL/DENTAL/VISION IN | CONQUEST, JEFF | MONTHLY RETIREE HEALTHCARE SUPPLEM | DEC 2016 | 12/08/16 | 175.00 | 57897 |
| 101-852-717.00 | MEDICAL/DENTAL/VISION IN | KOSIBOSKI, JEFFREY | RETIREE HEALTH SUPPLEMENT BENEFIT | DEC 2016 | 12/08/16 | 175.00 | 57905 |
| 101-852-717.00 | MEDICAL/DENTAL/VISION IN | TUCKER, DAVID | MONTHLY RETIREE HEALTHCARE SUPPLEM | DEC 2016 | 12/08/16 | 175.00 | 57910 |
| 101-852-717.00 | MEDICAL/DENTAL/VISION IN | DELTA DENTAL PLAN OF | NOVEMBER 2016 DENTAL | RIS0001318685 | 12/15/16 | 3,188.75 | 57933 |
| 101-852-717.01 | MEDICAL INSURANCE TO MAN | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 2,465.50 | 57959 |
| 101-852-718.00 | SHORT/LONG TERM DISABILI | LINCOLN FINANCIAL GRO | DECEMBER 2016 LTD, STD, LIFE, AD & | 1481138 | 12/08/16 | 511.27 | 57857 |
| 101-852-725.02 | MI CLAIMS TAX ASSESSMENT | DELTA DENTAL PLAN OF | NOVEMBER 2016 DENTAL | RIS0001318685 | 12/15/16 | 41.12 | 57933 |
| 101-852-874.00 | MEDICAL INSURANCE - RET | DELTA DENTAL PLAN OF | NOVEMBER 2016 DENTAL | RIS0001318685 | 12/15/16 | 145.06 | 57933 |
| | | | Total For Dept 852 MEDICAL INSURANCE | | | 6,876.70 | |
| Dept 871 WORKERS COMPENSATION INSURANCE | | | | | | | |
| 101-871-828.00 | WORKERS COMP INSURANCE | MICHIGAN COUNTIES WOR | 2017 FIRST QUARTER INSTALLMENT | 2006 | 12/08/16 | 12,900.42 | 57864 |
| | | | Total For Dept 871 WORKERS COMPENSATION INSURANCE | | | 12,900.42 | |
| Dept 966 TRANSFER OUT | | | | | | | |
| 101-966-999.24 | TRANSFER TO AIRPORT AUTH | FRANKFORT CITY-COUNTY | FCCAA ADMINISTRATOR CONTRIBUTION | 738 | 12/08/16 | 12,000.00 | 57843 |
| | | | Total For Dept 966 TRANSFER OUT | | | 12,000.00 | |
| | | | Total For Fund 101 GENERAL FUND | | | 246,966.75 | |
| Fund 205 TNT OFFICER MILLAGE FUND | | | | | | | |
| Dept 000 | | | | | | | |
| 205-000-725.00 | FRINGE BENEFITS | LINCOLN FINANCIAL GRO | DECEMBER 2016 LTD, STD, LIFE, AD & | 1481138 | 12/08/16 | 36.53 | 57857 |
| 205-000-725.00 | FRINGE BENEFITS | DELTA DENTAL PLAN OF | NOVEMBER 2016 DENTAL | RIS0001318685 | 12/15/16 | 120.61 | 57933 |
| 205-000-748.00 | GAS, OIL & GREASE | BENZIE COUNTY ROAD CO | FUEL NOV '16 | 0021116 | 12/08/16 | 159.42 | 57827 |
| 205-000-961.00 | TRAINING & SCHOOLS | VISA=TED SCHENDEL | JB BOOTS, TRAIN, K-9 | 6866 | 12/15/16 | 111.83 | 57991 |
| 205-000-970.00 | EQUIPMENT | VISA=TED SCHENDEL | JB BOOTS, TRAIN, K-9 | 6866 | 12/15/16 | 78.74 | 57991 |
| | | | Total For Dept 000 | | | 507.13 | |
| Dept 871 WORKERS COMPENSATION INSURANCE | | | | | | | |
| 205-871-828.00 | INSURANCE & BONDS | MICHIGAN COUNTIES WOR | 2017 FIRST QUARTER INSTALLMENT | 2006 | 12/08/16 | 391.50 | 57864 |
| | | | Total For Dept 871 WORKERS COMPENSATION INSURANCE | | | 391.50 | |
| | | | Total For Fund 205 TNT OFFICER MILLAGE FUND | | | 898.63 | |
| Fund 206 SHERIFF'S K-9 FUND | | | | | | | |
| Dept 000 | | | | | | | |
| 206-000-967.00 | PROJECT EXPENSES | SHOP & SAVE PHARMACY | NOV '16 | 330474 | 12/15/16 | 87.38 | 57981 |
| 206-000-967.00 | PROJECT EXPENSES | VISA=TED SCHENDEL | JB BOOTS, TRAIN, K-9 | 6866 | 12/15/16 | 33.99 | 57991 |
| | | | Total For Dept 000 | | | 121.37 | |
| | | | Total For Fund 206 SHERIFF'S K-9 FUND | | | 121.37 | |
| Fund 213 JAIL OPERATIONS FUND | | | | | | | |
| Dept 265 BUILDING & GROUNDS | | | | | | | |
| 213-265-783.00 | EQUIP. SERVICES & SUPPLI | G.T. PACKAGING & JANI | PAPER PROD, LINERS | 0212004-IN | 12/15/16 | 229.28 | 57942 |
| 213-265-784.00 | GARBAGE PICK-UP | AMERICAN WASTE | GARBAGE PICKUP | 1743229 | 12/08/16 | 95.00 | 57822 |
| 213-265-923.00 | FUEL - NATURAL GAS | DTE ENERGY | NATURAL GAS BILLING FOR JAIL NOV | 455802000014 | 12/15/16 | 811.81 | 57935 |
| 213-265-923.00 | FUEL - NATURAL GAS | DYE ENERGY | NOV & DEC 2016 | 455802000014 | 12/15/16 | 1,324.09 | 57936 |
| | | | Total For Dept 265 BUILDING & GROUNDS | | | 2,460.18 | |
| Dept 351 JAIL - CORRECTIONS | | | | | | | |
| 213-351-727.00 | OFFICE SUPPLIES | QUILL CORPORATION | PROT, NOTES, | 2136010 | 12/08/16 | 21.14 | 57874 |
| 213-351-740.00 | FOOD SUPPLIES | CANTEEN SERVICES | INMATE MEALS | IVC26508 | 12/15/16 | 8,122.92 | 57925 |

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| Fund 213 JAIL OPERATIONS FUND | | | | | | | |
| Dept 351 JAIL - CORRECTIONS | | | | | | | |
| 213-351-748.00 | GAS, OIL & GREASE | BENZIE COUNTY ROAD CO | FUEL NOV '16 | 0021116 | 12/08/16 | 97.73 | 57827 |
| 213-351-751.00 | UNIFORMS | GET UR GUNS | COAT UNIFORM SHIRT | 9121 | 12/08/16 | 128.62 | 57845 |
| 213-351-751.00 | UNIFORMS | KIM MAJSZAK | BOOT REIMBURSEMENT '16 | 104298679391062 | 12/08/16 | 84.99 | 57855 |
| 213-351-751.00 | UNIFORMS | VISA-TED SCHENDEL | JB BOOTS, TRAIN, K-9 | 6866 | 12/15/16 | 154.50 | 57991 |
| 213-351-752.10 | DRY CLEANERS | ROBBIE'S DRY CLEANERS | DRYCLEANING | 2206 | 12/15/16 | 203.25 | 57977 |
| 213-351-834.00 | PRISONER MEDICAL - BENZI | ADVANCED CORRECTIONAL | INMATE HEALTHCARE | 61209 | 12/08/16 | 5,990.30 | 57819 |
| 213-351-940.20 | EQUIPMENT LEASE - COPIER | TEAM FINANCIAL GROUP, | COPIER LEASES | 142301 | 12/08/16 | 461.25 | 57886 |
| 213-351-963.00 | COMPUTER EQUIPMENT | WYANT COMPUTER SERVIC | BLOCK TIME - COMPUTERS | BT20391 | 12/08/16 | 1,440.00 | 57894 |
| 213-351-963.00 | COMPUTER EQUIPMENT | WYANT COMPUTER SERVIC | MONTHLY BILLING FOR DECEMBER 2016 | MS20344 | 12/08/16 | 1,393.00 | 57894 |
| 213-351-963.00 | COMPUTER EQUIPMENT | SECURUS TECHNOLOGIES | INV PRO | 154597 | 12/15/16 | 77.15 | 57980 |
| 213-351-963.00 | COMPUTER EQUIPMENT | VISA-DAN SMITH | TRAIN, PRINTER, ZAK SPEAK | 6858 | 12/15/16 | 48.81 | 57990 |
| 213-351-980.01 | BIO-HAZARDS EQUIPMENT | LOU'S GLOVES | GLOVES | 015779 | 12/08/16 | 152.00 | 57858 |
| | | | Total For Dept 351 JAIL - CORRECTIONS | | | 18,375.66 | |
| Dept 851 INSURANCE & BONDS | | | | | | | |
| 213-851-725.06 | LIFE INSURANCE | LINCOLN FINANCIAL GRO | DECEMBER 2016 LTD, STD, LIFE, AD & 1481138 | | 12/08/16 | 71.49 | 57857 |
| | | | Total For Dept 851 INSURANCE & BONDS | | | 71.49 | |
| Dept 852 MEDICAL INSURANCE | | | | | | | |
| 213-852-717.00 | MEDICAL/DENTAL/VISION IN | DELTA DENTAL PLAN OF | NOVEMBER 2016 DENTAL | RIS0001318685 | 12/15/16 | 1,240.16 | 57933 |
| 213-852-718.00 | SHORT/LONG TERM DISABILI | LINCOLN FINANCIAL GRO | DECEMBER 2016 LTD, STD, LIFE, AD & 1481138 | | 12/08/16 | 232.46 | 57857 |
| | | | Total For Dept 852 MEDICAL INSURANCE | | | 1,472.62 | |
| Dept 871 WORKERS COMPENSATION INSURANCE | | | | | | | |
| 213-871-828.00 | WORKERS COMP INSURANCE | MICHIGAN COUNTIES WOR | 2017 FIRST QUARTER INSTALLMENT | 2006 | 12/08/16 | 1,383.10 | 57864 |
| | | | Total For Dept 871 WORKERS COMPENSATION INSURANCE | | | 1,383.10 | |
| Fund 214 EMERGENCY MEDICAL SERVICES (EMS) FUND | | | | | | | |
| 214-265-853.00 | CELLULAR PHONES | VERIZON WIRELESS | CELL PHONE SERVICE | 9776197487 | 12/15/16 | 36.06 | 57989 |
| 214-265-922.00 | WATER & SEWER | MCCARDEL WATER CONDIT | WATER FOR STATION 3 | 28-3002 | 12/15/16 | 59.50 | 57962 |
| 214-265-924.00 | ELECTRIC | CHERRYLAND ELECTRIC | ELECTRIC AT STATION 2 | 4129601 | 12/15/16 | 239.26 | 57928 |
| 214-265-924.00 | ELECTRIC | TENURCY | CHERRYLAND ELECTRIC SALES TAX SAVI | BENZ-100 | 12/15/16 | 261.08 | 57987 |
| 214-265-935.00 | BUILDING REPAIRS | HONOR BUILDING SUPPLY | DRYWALL, REDI MIX, ALL PURPOSE COM | 1612-144136 | 12/15/16 | 214.45 | 57948 |
| 214-265-935.00 | BUILDING REPAIRS | HONOR BUILDING SUPPLY | WET/DRY FILTER, SCRAPER KNIFE | 1612-144866 | 12/15/16 | 16.14 | 57948 |
| | | | Total For Dept 265 BUILDING & GROUNDS | | | 826.49 | |
| Dept 655 ADVANCED LIFE SUPPORT (ALS) | | | | | | | |
| 214-655-735.00 | MEDICAL SUPPLIES | BOUND TREE MEDICAL, L | TAPE, GLOVES, SUCTION TUBING, STYL | 82341595 | 12/15/16 | 336.63 | 57922 |
| 214-655-735.00 | MEDICAL SUPPLIES | MUNSON HOME MEDICAL E | EMESIS BAGS AND IV FLUIDS | 250121 | 12/15/16 | 285.12 | 57967 |
| 214-655-735.00 | MEDICAL SUPPLIES | S & W HEALTHCARE | AED PADS | 226823 | 12/15/16 | 113.53 | 57979 |
| 214-655-735.10 | MEDICAL SUPPLIES - GAS | AIRGAS | CYLINDER RENTAL | 9940519374 | 12/15/16 | 208.60 | 57915 |
| 214-655-735.10 | MEDICAL SUPPLIES - GAS | AIRGAS | CYLINDER RENTAL | 9940519680 | 12/15/16 | 388.90 | 57915 |
| 214-655-748.00 | GAS, OIL & GREASE | BENZIE COUNTY ROAD CO | FUEL | 006 1116 | 12/15/16 | 1,942.54 | 57919 |
| 214-655-749.00 | VEHICLE REPAIRS | BENZIE BUS | REPAIR AIR DUMP AND LIGHTS ON A22 | 1644 | 12/15/16 | 343.94 | 57918 |
| 214-655-749.00 | VEHICLE REPAIRS | WARD EATON, INC | TOW E6L FROM LAMB ROAD TO WILLIAMS | 287988 | 12/15/16 | 102.00 | 57993 |
| 214-655-751.00 | UNIFORMS | TELE-RAD, INC. | EMS PANTS FOR T BAJTRA | 876106 | 12/15/16 | 47.99 | 57986 |
| 214-655-800.01 | CONTRACTED SERVICES - BI | NORTH FLIGHT, INC. | BILLING AND COLLECTIONS | BEN1116 | 12/15/16 | 2,362.50 | 57968 |
| 214-655-855.00 | RADIO MAINTENANCE/EQUIPM | GRAND TRAVERSE MOBILE | BATTERIES FOR PORTABLE RADIOS | 46736 | 12/15/16 | 197.20 | 57946 |
| 214-655-855.00 | RADIO MAINTENANCE/EQUIPM | GRAND TRAVERSE MOBILE | REPAIR FOR LOW VOLTAGE | 46697 | 12/15/16 | 337.50 | 57946 |
| 214-655-970.00 | EQUIPMENT | PHILLIPS HEALTHCARE | PRINTER FOR MRX HEARTSTART MONITOR | 933881601 | 12/15/16 | 1,822.00 | 57973 |

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| Fund 214 EMERGENCY MEDICAL SERVICES (EMS) FUND | | | | | | | |
| Dept 655 ADVANCED LIFE SUPPORT (ALS) | | | | | | 8,488.45 | |
| Dept 851 INSURANCE & BONDS | | | | | | | |
| 214-851-725.06 | LIFE INSURANCE | LINCOLN FINANCIAL GRO | DECEMBER 2016 LTD, STD, LIFE, AD & 1481138 | | 12/08/16 | 68.32 | 57857 |
| | | | Total For Dept 851 INSURANCE & BONDS | | | 68.32 | |
| Dept 852 MEDICAL INSURANCE | | | | | | | |
| 214-852-717.00 | MEDICAL/DENTAL/VISION IN | DELTA DENTAL PLAN OF | NOVEMBER 2016 DENTAL RIS0001318685 | | 12/15/16 | 1,250.16 | 57933 |
| 214-852-718.00 | SHORT/LONG TERM DISABILI | LINCOLN FINANCIAL GRO | DECEMBER 2016 LTD, STD, LIFE, AD & 1481138 | | 12/08/16 | 362.94 | 57857 |
| | | | Total For Dept 852 MEDICAL INSURANCE | | | 1,613.10 | |
| Dept 871 WORKERS COMPENSATION INSURANCE | | | | | | | |
| 214-871-828.00 | INSURANCE & BONDS | MICHIGAN COUNTIES WOR | 2017 FIRST QUARTER INSTALLMENT 2006 | | 12/08/16 | 8,497.30 | 57864 |
| | | | Total For Dept 871 WORKERS COMPENSATION INSURANCE | | | 8,497.30 | |
| | | | Total For Fund 214 EMERGENCY MEDICAL SERVICES (E | | | 19,493.66 | |
| Fund 216 SEASONAL ROAD PATROL FUND | | | | | | | |
| Dept 871 WORKERS COMPENSATION INSURANCE | | | | | | | |
| 216-871-828.00 | INSURANCE & BONDS | MICHIGAN COUNTIES WOR | 2017 FIRST QUARTER INSTALLMENT 2006 | | 12/08/16 | 83.12 | 57864 |
| | | | Total For Dept 871 WORKERS COMPENSATION INSURANCE | | | 83.12 | |
| | | | Total For Fund 216 SEASONAL ROAD PATROL FUND | | | 83.12 | |
| Fund 217 MARINE PATROL FUND | | | | | | | |
| Dept 871 WORKERS COMPENSATION INSURANCE | | | | | | | |
| 217-871-828.00 | INSURANCE & BONDS | MICHIGAN COUNTIES WOR | 2017 FIRST QUARTER INSTALLMENT 2006 | | 12/08/16 | 32.00 | 57864 |
| | | | Total For Dept 871 WORKERS COMPENSATION INSURANCE | | | 32.00 | |
| | | | Total For Fund 217 MARINE PATROL FUND | | | 32.00 | |
| Fund 228 SOLID WASTE/RECYCLING FUND | | | | | | | |
| Dept 000 | | | | | | | |
| 228-000-703.05 | WAGES-ATTENDANT | ZYLSTRA, JESSE | SITE MONITOR 120516 | | 12/08/16 | 115.00 | 57895 |
| 228-000-703.05 | WAGES-ATTENDANT | ZYLSTRA, JESSE | SITE MONITOR 121216 | | 12/15/16 | 115.00 | 57999 |
| 228-000-748.00 | GAS, OIL & GREASE | BENZIE COUNTY ROAD CO | TRUCK FUEL 0071116 | | 12/08/16 | 97.01 | 57827 |
| 228-000-748.00 | GAS, OIL & GREASE | FOX GRAND TRAVERSE | OIL CHANGE AND TIRE PLUGGED FOCQ4475442 | | 12/08/16 | 63.40 | 57841 |
| | | | Total For Dept 000 | | | 390.41 | |
| Dept 851 INSURANCE & BONDS | | | | | | | |
| 228-851-725.06 | LIFE INSURANCE | LINCOLN FINANCIAL GRO | DECEMBER 2016 LTD, STD, LIFE, AD & 1481138 | | 12/08/16 | 4.88 | 57857 |
| | | | Total For Dept 851 INSURANCE & BONDS | | | 4.88 | |
| Dept 852 MEDICAL INSURANCE | | | | | | | |
| 228-852-717.00 | MEDICAL/DENTAL/VISION IN | DELTA DENTAL PLAN OF | NOVEMBER 2016 DENTAL RIS0001318685 | | 12/15/16 | 36.87 | 57933 |
| 228-852-718.00 | SHORT/LONG TERM DISABILI | LINCOLN FINANCIAL GRO | DECEMBER 2016 LTD, STD, LIFE, AD & 1481138 | | 12/08/16 | 28.50 | 57857 |
| | | | Total For Dept 852 MEDICAL INSURANCE | | | 65.37 | |
| Dept 871 WORKERS COMPENSATION INSURANCE | | | | | | | |
| 228-871-828.00 | WORKERS COMP INSURANCE | MICHIGAN COUNTIES WOR | 2017 FIRST QUARTER INSTALLMENT 2006 | | 12/08/16 | 1,281.48 | 57864 |
| | | | Total For Dept 871 WORKERS COMPENSATION INSURANCE | | | 1,281.48 | |
| | | | Total For Fund 228 SOLID WASTE/RECYCLING FUND | | | 1,742.14 | |
| Fund 243 BROWNFIELD REDEVELOPMENT AUTHORITY FUND | | | | | | | |

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| Fund 243 BROWNFIELD REDEVELOPMENT AUTHORITY FUND | | | | | | | |
| Dept 000 | | | | | | | |
| 243-000-967.00 | PROJECT EXPENSES | ENVIRONMENTAL CONSULT | PROFESSIONAL SERVICES THRU 11/30/16 164447 | | 12/15/16 | 143.25 | 57938 |
| | | | Total For Dept 000 | | | 143.25 | |
| | | | Total For Fund 243 BROWNFIELD REDEVELOPMENT AUTH | | | 143.25 | |
| Fund 247 ANIMAL CONTROL FUND | | | | | | | |
| Dept 430 ANIMAL CONTROL | | | | | | | |
| 247-430-748.00 | GAS, OIL & GREASE | BENZIE COUNTY ROAD CO | FUEL FOR NOVEMBER | 005 1116 | 12/08/16 | 95.52 | 57828 |
| 247-430-835.20 | VET & DRUG FEES | PLATTE LAKE VETERINAR | MALE NEUTER BLK/WHT SIH TZU MIX | 260784 | 12/08/16 | 202.87 | 57873 |
| 247-430-835.20 | VET & DRUG FEES | PLATTE LAKE VETERINAR | FEMALE SPAY. 213-16D DACH MIX | 261340 | 12/15/16 | 143.88 | 57974 |
| 247-430-945.20 | DISPOSALS & BURIALS | AMERICAN WASTE | BILL FOR DECEMBER | 1743403 | 12/08/16 | 16.00 | 57821 |
| | | | Total For Dept 430 ANIMAL CONTROL | | | 458.27 | |
| Dept 851 INSURANCE & BONDS | | | | | | | |
| 247-851-725.06 | LIFE INSURANCE | LINCOLN FINANCIAL GRO | DECEMBER 2016 LTD, STD, LIFE, AD & 1481138 | | 12/08/16 | 9.76 | 57857 |
| | | | Total For Dept 851 INSURANCE & BONDS | | | 9.76 | |
| Dept 852 MEDICAL INSURANCE | | | | | | | |
| 247-852-717.00 | MEDICAL/DENTAL/VISION IN | DELTA DENTAL PLAN OF | NOVEMBER 2016 DENTAL | RIS0001318685 | 12/15/16 | 142.64 | 57933 |
| 247-852-718.00 | SHORT/LONG TERM DISABILI | LINCOLN FINANCIAL GRO | DECEMBER 2016 LTD, STD, LIFE, AD & 1481138 | | 12/08/16 | 20.54 | 57857 |
| | | | Total For Dept 852 MEDICAL INSURANCE | | | 163.18 | |
| Dept 871 WORKERS COMPENSATION INSURANCE | | | | | | | |
| 247-871-828.00 | WORKERS COMP INSURANCE | MICHIGAN COUNTIES WOR | 2017 FIRST QUARTER INSTALLMENT | 2006 | 12/08/16 | 469.72 | 57864 |
| | | | Total For Dept 871 WORKERS COMPENSATION INSURANCE | | | 469.72 | |
| | | | Total For Fund 247 ANIMAL CONTROL FUND | | | 1,100.93 | |
| Fund 256 REG OF DEEDS AUTOMATION FUND | | | | | | | |
| Dept 000 | | | | | | | |
| 256-000-860.00 | TRAVEL | BISSELL, AMY | TRAVEL TO BAY CITY FOR CONFERENCE | 12-06-2016 | 12/08/16 | 154.44 | 57831 |
| | | | Total For Dept 000 | | | 154.44 | |
| | | | Total For Fund 256 REG OF DEEDS AUTOMATION FUND | | | 154.44 | |
| Fund 261 911 EMERGENCY SERVICE FUND | | | | | | | |
| Dept 325 DISPATCH/COMMUNICATION | | | | | | | |
| 261-325-727.00 | OFFICE SUPPLIES | QUILL CORPORATION | OFFICE SUPPLY | 2141590 | 12/08/16 | 16.94 | 57874 |
| 261-325-830.00 | 911 MAINTENANCE CONTRACT | WENGLIN MANAGEMENT, I | ANNUAL SUPPORT | 42320 | 12/08/16 | 2,808.00 | 57869 |
| 261-325-830.00 | 911 MAINTENANCE CONTRACT | WESTEL INTERNATIONAL | JAN 2017 SUPPORT | 326 | 12/08/16 | 900.00 | 57893 |
| 261-325-853.00 | CELLULAR PHONES | VERIZON WIRELESS | CELL PHONE SERVICE | 9776197487 | 12/15/16 | 1,983.90 | 57989 |
| 261-325-855.00 | RADIO MAINTENANCE/EQUIPM | GRAND TRAVERSE MOBILE | LAPTOP SUPPORT - ALMIRA | 46749 | 12/08/16 | 131.25 | 57849 |
| 261-325-956.00 | EMPLOYEE PHYSICALS | CRYSTAL LAKE CLINIC | EMPLOYMENT EXAM | 11162016 | 12/08/16 | 86.00 | 57840 |
| 261-325-961.00 | TRAINING & SCHOOLS | BERNS, RONALD | TRAVEL EXP DEC 2016 | 12122016 | 12/15/16 | 98.28 | 57920 |
| 261-325-963.00 | COMPUTER SUPPORT | WYANT COMPUTER SERVIC | MONTHLY BILLING FOR DECEMBER 2016 | MS20344 | 12/08/16 | 697.00 | 57894 |
| 261-325-970.00 | EQUIPMENT | WYANT COMPUTER SERVIC | CAMERA ACCESS | 19005 | 12/08/16 | 1,600.00 | 57820 |
| 261-325-970.00 | EQUIPMENT | WYANT COMPUTER SERVIC | DESKTOP COMPUTER | CW20306 | 12/08/16 | 938.00 | 57894 |
| 261-325-970.00 | EQUIPMENT | WYANT COMPUTER SERVIC | DOWNPAYMENT-INSTALL OF SOFTWARE | CW20307 | 12/08/16 | 349.00 | 57894 |
| | | | Total For Dept 325 DISPATCH/COMMUNICATION | | | 9,608.37 | |
| Dept 851 INSURANCE & BONDS | | | | | | | |
| 261-851-725.06 | LIFE INSURANCE | LINCOLN FINANCIAL GRO | DECEMBER 2016 LTD, STD, LIFE, AD & 1481138 | | 12/08/16 | 39.04 | 57857 |
| | | | Total For Dept 851 INSURANCE & BONDS | | | 39.04 | |

| GL Number | Inv. Line Desc | Vendor | Invoice Desc. | Invoice | Due Date | Amount | Check |
|---|--------------------------|-----------------------|---|-----------------|----------|-----------|-------|
| Fund 261 911 EMERGENCY SERVICE FUND | | | | | | | |
| Dept 852 MEDICAL INSURANCE | | | | | | | |
| 261-852-717.00 | MEDICAL/DENTAL/VISION IN | DELTA DENTAL PLAN OF | NOVEMBER 2016 DENTAL | RIS0001318685 | 12/15/16 | 460.02 | 57933 |
| 261-852-718.00 | SHORT/LONG TERM DISABILI | LINCOLN FINANCIAL GRO | DECEMBER 2016 LTD, STD, LIFE, AD & 1481138 | | 12/08/16 | 49.42 | 57857 |
| | | | Total For Dept 852 MEDICAL INSURANCE | | | 509.44 | |
| Dept 871 WORKERS COMPENSATION INSURANCE | | | | | | | |
| 261-871-828.00 | WORKERS COM INSURANCE | MICHIGAN COUNTIES WOR | 2017 FIRST QUARTER INSTALLMENT 2006 | | 12/08/16 | 238.11 | 57864 |
| | | | Total For Dept 871 WORKERS COMPENSATION INSURANCE | | | 238.11 | |
| | | | Total For Fund 261 911 EMERGENCY SERVICE FUND | | | 10,394.96 | |
| Fund 262 DISPATCHER TRAINING FUND | | | | | | | |
| Dept 000 | | | | | | | |
| 262-000-961.00 | TRAINING & SCHOOLS | 911 TRAINING INSTITUT | TRAINING COURSES | DEC2016 | 12/15/16 | 916.00 | 57914 |
| 262-000-961.00 | TRAINING & SCHOOLS | CHRISTA KETZ | TRAVEL REIMBURSEMENT | 12062016 | 12/15/16 | 113.28 | 57929 |
| | | | Total For Dept 000 | | | 1,029.28 | |
| | | | Total For Fund 262 DISPATCHER TRAINING FUND | | | 1,029.28 | |
| Fund 263 LOCAL CORRECTION OFFICER'S TRAINING FUND | | | | | | | |
| Dept 362 OTHER CORRECTIONS ACTIVITIES | | | | | | | |
| 263-362-961.00 | TRAINING & SCHOOLS | KIM PRINGLE | MEALS TRAINING | 1027359,282,129 | 12/08/16 | 33.25 | 57856 |
| 263-362-961.00 | TRAINING & SCHOOLS | TRISHA BELL | MEAL REIMB TRAINING | 100, 13-C6 | 12/08/16 | 24.22 | 57889 |
| 263-362-961.00 | TRAINING & SCHOOLS | COVENANT DEFENSE, LLC | TRAINING-RESTRAN& CONTROL | 12/14/16 | 12/15/16 | 1,600.00 | 57931 |
| 263-362-961.00 | TRAINING & SCHOOLS | L.E.O.R.T.C. | JAIL SUICIDE PREVENTION-BELL, JOHNS | 4726 | 12/15/16 | 150.00 | 57956 |
| 263-362-961.00 | TRAINING & SCHOOLS | VISA-DAN SMITH | TRAIN, PRINTER,ZAK SPEAK | 6858 | 12/15/16 | 127.91 | 57990 |
| | | | Total For Dept 362 OTHER CORRECTIONS ACTIVITIES | | | 1,935.38 | |
| | | | Total For Fund 263 LOCAL CORRECTION OFFICER'S TR | | | 1,935.38 | |
| Fund 264 SHERIFF FORFEITURE FUND | | | | | | | |
| Dept 000 | | | | | | | |
| 264-000-967.00 | PROJECT EXPENSES | VISA-DAN SMITH | TRAIN, PRINTER,ZAK SPEAK | 6858 | 12/15/16 | 391.94 | 57990 |
| | | | Total For Dept 000 | | | 391.94 | |
| | | | Total For Fund 264 SHERIFF FORFEITURE FUND | | | 391.94 | |
| Fund 269 LAW LIBRARY FUND | | | | | | | |
| Dept 000 | | | | | | | |
| 269-000-901.00 | RESOURCE MATERIALS | MANISTEE COUNTY | BENZIE REIMBURSEMENT TO MANISTEE NOV 2016 | | 12/15/16 | 173.46 | 57960 |
| 269-000-901.00 | RESOURCE MATERIALS | RELX INC. DBA LEXISNE | BENZIE CO LAW LIBRARY - PATRON ONL 3090755484 | | 12/15/16 | 500.00 | 57976 |
| 269-000-901.00 | RESOURCE MATERIALS | THOMSON REUTERS - WES | LAW LIBRARY SUBSCRIPTIONS 11/17-11 835256294 | | 12/15/16 | 986.04 | 57988 |
| | | | Total For Dept 000 | | | 1,659.50 | |
| | | | Total For Fund 269 LAW LIBRARY FUND | | | 1,659.50 | |
| Fund 276 COMMISSION ON AGING MILLAGE FUND | | | | | | | |
| Dept 000 | | | | | | | |
| 276-000-800.00 | CONTRACTED SERVICES | COUNCIL ON AGING | MNTHLY PYMT FOR CONTRACTED SERVICE DEC 2016 | | 12/08/16 | 58,706.66 | 57898 |
| | | | Total For Dept 000 | | | 58,706.66 | |
| | | | Total For Fund 276 COMMISSION ON AGING MILLAGE F | | | 58,706.66 | |
| Fund 292 CHILD CARE FUND | | | | | | | |
| Dept 000 | | | | | | | |
| 292-000-704.02 | CHILD CARE CASEWORKER- 7 | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 NOVEMBER 2016 | | 12/15/16 | 3,719.98 | 57959 |

| GL Number | Inv. Line Desc | Vendor | Invoice Desc. | Invoice | Due Date | Amount | Check |
|-------------------------------------|--------------------------|-----------------------|---|---------------|----------|-----------|-------|
| Fund 292 CHILD CARE FUND | | | | | | | |
| Dept 000 | | | | | | | |
| 292-000-725.00 | FRINGE BENEFITS - SOCIAL | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 291.13 | 57959 |
| 292-000-725.06 | CHILD CARE CASEWORKER FR | MANISTEE COUNTY | BENZIE COUNTY NOVEMBER 2016 | NOVEMBER 2016 | 12/15/16 | 1,604.31 | 57959 |
| 292-000-840.70 | INSTITUTIONAL ROOM & BOA | 20TH CIRCUIT COURT | SUB ABUSE TREATMENT D. JACKSON 30 | 201409258 | 12/15/16 | 4,500.00 | 57912 |
| 292-000-840.95 | IN HOME CARE MISC. | CAMERON CLARK | REIMBURSE FOR MILEAGE/HOTEL/CELL P | DEC 2 2016 | 12/08/16 | 287.50 | 57833 |
| 292-000-840.95 | IN HOME CARE MISC. | KATHI HOUSTON | COORDINATION OF VOLUNTEER PROGRAM | NOVEMBER 2016 | 12/08/16 | 800.00 | 57854 |
| 292-000-840.95 | IN HOME CARE MISC. | ROBINSON, KELLIE | CELL PHONE REIMBURSEMENT | DECEMBER 2016 | 12/08/16 | 50.00 | 57875 |
| 292-000-840.95 | IN HOME CARE MISC. | ROBINSON, KELLIE | MILEAGE REIMBURSEMENT FOR NOVEMBER | NOVEMBER 2016 | 12/08/16 | 476.24 | 57875 |
| 292-000-840.95 | IN HOME CARE MISC. | BENZIE BUS | BUS PASSES FOR IHC CLIENTS | 1643 | 12/15/16 | 90.00 | 57918 |
| 292-000-840.95 | IN HOME CARE MISC. | REDWOOD TOXICOLOGY LA | DRUG TESTING FOR IHC CLIENTS | 010447201611 | 12/15/16 | 175.00 | 57975 |
| | | | Total For Dept 000 | | | 11,994.16 | |
| | | | Total For Fund 292 CHILD CARE FUND | | | 11,994.16 | |
| Fund 293 VETERAN'S RELIEF FUND | | | | | | | |
| Dept 000 | | | | | | | |
| 293-000-721.00 | PER DIEM | BAILEY, LAWRENCE | PER DIEM FOR NOVEMBER 2016 | NOV2016 | 12/08/16 | 35.00 | 57824 |
| 293-000-721.00 | PER DIEM | GIDDIS, KIRT | PER DIEM FOR NOVEMBER 2016 | NOV 2016 | 12/08/16 | 35.00 | 57846 |
| 293-000-721.00 | PER DIEM | GINZEL, DALE J. | PER DIEM FOR NOV 2016 | NOV2016 | 12/08/16 | 35.00 | 57847 |
| 293-000-721.00 | PER DIEM | ROELOFS, ROBERT | PER DIEM FOR NOVEMBER 2016 | NOV 2016 | 12/08/16 | 35.00 | 57876 |
| 293-000-839.00 | VETERANS BURIALS & MARKE | LAURA PAYMENT | VETERAN BURIAL BENEFITS - RICHARD | 12/13/2016 | 12/15/16 | 300.00 | 57958 |
| 293-000-839.10 | VETERANS FINANCIAL AID | STAPLETONS | GAS CARDS FOR VETERANS | 120516 | 12/08/16 | 200.00 | 57879 |
| 293-000-860.00 | TRAVEL | BAILEY, LAWRENCE | MILEAGE FOR NOVEMBER 2016 | NOV MILEAGE | 12/08/16 | 1.98 | 57824 |
| 293-000-860.00 | TRAVEL | GIDDIS, KIRT | MILEAGE FOR NOVEMBER 2016 | NOV MILEAGE | 12/08/16 | 17.17 | 57846 |
| 293-000-860.00 | TRAVEL | GINZEL, DALE J. | MILEAGE FOR NOVEMBER 2016 | NOV MILEAGE | 12/08/16 | 15.66 | 57847 |
| 293-000-860.00 | TRAVEL | ROELOFS, ROBERT | MILEAGE FOR NOVEMBER 2016 | NOV MILEAGE | 12/08/16 | 20.30 | 57876 |
| | | | Total For Dept 000 | | | 695.11 | |
| | | | Total For Fund 293 VETERAN'S RELIEF FUND | | | 695.11 | |
| Fund 425 EQUIPMENT REPLACEMENT FUND | | | | | | | |
| Dept 265 BUILDING & GROUNDS | | | | | | | |
| 425-265-967.01 | PROJECT EXPENSES - BLDG | WYANT COMPUTER SERVIC | SOFTWARE INSTALL FOR NEW SECURITY | CW20282 | 12/08/16 | 36.25 | 57894 |
| | | | Total For Dept 265 BUILDING & GROUNDS | | | 36.25 | |
| Dept 653 AMBULANCES | | | | | | | |
| 425-653-967.00 | PROJECT EXPENSES - AMBUL | CENTRAL STATE BANK | DEC PYMT FOR 2012 AMBULANCE | 008319 | 12/15/16 | 2,852.06 | 57926 |
| | | | Total For Dept 653 AMBULANCES | | | 2,852.06 | |
| | | | Total For Fund 425 EQUIPMENT REPLACEMENT FUND | | | 2,888.31 | |
| Fund 532 TAX FORECLOSURE FUND | | | | | | | |
| Dept 253 COUNTY TREASURER | | | | | | | |
| 532-253-800.00 | CONTRACTED SERVICES - RE | BENZIE COUNTY REGISTE | TO RECORD 14 REDEMPTIONS | 120516 | 12/08/16 | 420.00 | 57826 |
| | | | Total For Dept 253 COUNTY TREASURER | | | 420.00 | |
| | | | Total For Fund 532 TAX FORECLOSURE FUND | | | 420.00 | |
| Fund 569 BUILDING AUTHORITY | | | | | | | |
| Dept 000 | | | | | | | |
| 569-000-721.00 | PER DIEM | CAMPBELL, NORMAN | BUILDING AUTHORITY MEETINGS (12) | 093016 | 12/15/16 | 420.00 | 57924 |
| 569-000-721.00 | PER DIEM | STOBIE, MARCIA | BUILDING AUTHORITY MEETINGS(16) | 093016 | 12/15/16 | 560.00 | 57984 |
| | | | Total For Dept 000 | | | 980.00 | |

| GL Number | Inv. Line Desc | Vendor | Invoice Desc. | Invoice | Due Date | Amount | Check |
|------------------------------|--------------------------|--|----------------------------------|------------|----------|------------|-------|
| Fund 701 GENERAL AGENCY FUND | | | | | | | |
| Dept 261 MSU EXTENSION | | | | | | | |
| 701-261-235.00 | DUE TO MSU | 4-H BENZIE ADVISORY G SOLD 10 PLAT BOOKS | | 120216 | 12/08/16 | 300.00 | 57817 |
| | | Total For Dept 261 MSU EXTENSION | | | | 300.00 | |
| Dept 268 REGISTER OF DEEDS | | | | | | | |
| 701-268-228.44 | DUE STATE - STATE TRANSF | STATE OF MICHIGAN | NOVEMBER 2016 STATE TRANSFER TAX | 11/30/2016 | 12/08/16 | 68,388.75 | 57882 |
| | | Total For Dept 268 REGISTER OF DEEDS | | | | 68,388.75 | |
| Dept 301 SHERIFF | | | | | | | |
| 701-301-228.16 | DUE STATE - FINGER PRINT | MICHIGAN STATE POLICE | LIVESCAN DUE STATE | 551-478158 | 12/15/16 | 546.00 | 57963 |
| 701-301-228.63 | DUE STATE - SEX OFFENDER | MICHIGAN STATE POLICE | SOR REGISTRATION NOV '16 | 551-477892 | 12/15/16 | 60.00 | 57963 |
| | | Total For Dept 301 SHERIFF | | | | 606.00 | |
| | | Total For Fund 701 GENERAL AGENCY FUND | | | | 182,526.39 | |

**Finance Committee
Meeting Notes
December 6, 2016**

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

Present: Gary Sauer and Frank Walterhouse
Excused: Coury Carland
Others: Dawn Olney, Michelle Thompson, Maridee Cutler, Mitch Deisch, Ted Schendel,
Shaun Anchak, Cameron Clark, Judge Mead

Pledge of allegiance was given.

Agenda: Motion by Sauer, seconded by Walterhouse, to approve the agenda as presented. Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Minutes: Motion by Walterhouse, seconded by Sauer, to approve the minutes of November 14, 2016 as presented. Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Public Input: None

Shaun Anchak, Special Use Fund Drug Court: He stated that he is the treasurer for the Recovery Court Foundation; the recovery court receives fund from individuals that come to our program from outside the county; the Drug Court has no place to deposit these funds so they are in the Foundation account at the time; he requests a line number to be able to deposit these funds into and not have the fall into the General Fund; these funds will accumulate for future use.

Motion by Walterhouse, seconded by Sauer, to recommend to the Board of Commissioners that a Trust and Agency (T & A) line be set up for the Recovery Court. Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Michelle Thompson – Audit Bids: Michelle stated that we need to go out for bids for audit – we are now in year three of a 3-year contract.

Motion by Sauer, seconded by Walterhouse, to recommend to the Board of Commissioners to go out for a 3-year RFP for audit services with dates to be set later. Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Cameron Clark – Budget Amendment (benefits): Cameron is requesting that the Child Care Fund budget be amended for benefits; he and his family have opted into the Manistee County health insurance and it is a 60/40 split with Benzie; Benzie's portion would be just over \$6,000.

Motion by Sauer, seconded by Walterhouse, to recommend to the Board of Commissioners to approve amending the Child Care Fund Budget and approving a budget amendment, authorizing the chairman to sign. Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Dawn Olney – Election Recount (new costs): Dawn explains to the board the necessity for additional funds for the elections budget to enable her to cover the costs associated with the recount.

**Motion by Walterhouse, seconded by Sauer, to recommend to the Board of Commissioners to approve the request for additional recount funds of \$3,000.00. Ayes: Sauer and Walterhouse
Nays: None Exc: Carland Motion carried.**

Other: None

Public Input: None

Motion by Sauer, seconded by Walterhouse, to adjourn at 1:42 p.m. Ayes: Sauer and Walterhouse
Nays: None Exc: Carland Motion carried.

Dawn Olney
Benzie County Clerk

DRAFT

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

1. That a Trust and Agency (T & A) line be set up for the Recovery Court.
2. To go out for a 3-year RFP for audit services with dates to be set later.
3. To approve amending the Child Care Fund Budget and approving a budget amendment, authorizing the chairman to sign.
4. To approve the request for additional recount funds of \$3,000,000.

DRAFT



| | | | | | | |
|--|------|--------|-----------------|-----------------------|---------------------|---------|
| PRD | home | search | help & training | data warehouse portal | switch organization | log off |
| Logged In: Clark, Cameron [Benzie County, 19th Circuit Court, Family Division] | | | | | | |
| help | | | | | | |

Your data has been saved.

close confirmation

Budget Detail and Program Component Request (DHS-2094/4471)

Organization: Benzie County

Fiscal Year: October 1, 2016 through September 30, 2017

Status: In Progress

In-Home Care / Basic Grant Budget Detail Report (DHS-2094)

Michigan Department of Health and Human Services (MDHHS)
Children's Services Agency
Benzie County for October 1, 2016 through September 30, 2017

| | |
|--|---|
| Service Component (Full Title/Name) * | Check One: * |
| Caseworker Salary/Benefits and Support Services 15 | <input checked="" type="radio"/> In-Home Care <input type="radio"/> Basic Grant |

A. Personnel

Administrative Unit: *

☐ MDHHS
Court
☒

| 1. Salary and Wages | | | |
|--|-------------------------|------------|--------------------|
| Name(s) | Job Title | Hours/Week | Yearly Cost |
| Kellie Robinson | In-Home Care Caseworker | 27.50 | \$31,715.00 delete |
| Add Row | | | |
| 2. Fringe Benefits | | | |
| Health, Life, Dental, Disability, FICA, MERS, Workers Comp, Unemployment | | | \$14,435.00 delete |
| Fringe Benefits for IHC Supervisor | | | \$12,914.00 delete |
| Add Row | | | |
| Total Personnel | | | \$59,064.00 |

+6,040.00

B. Program Support (For employees identified in "A" above)

| 1. Travel | | | |
|---|-----------|-----------------------|-------------------|
| | Rate/Mile | Estimate No. of Miles | Yearly Cost |
| Caseworker & IHC Supervisor | \$0.5400 | 8500.00 | \$4,590.00 delete |
| 2. Supplies and Materials (Description/Examples) | | | |
| Office Supplies/Equipment Lease | | | \$1,200.00 delete |
| Add Row | | | |
| 3. Other Costs (Description/Examples) | | | |
| | Rate/Unit | | Yearly Cost |
| Cell Phone Plan for Caseworker and IHC Supervisor | \$100.00 | | \$1,200.00 delete |
| Conferences, Seminars, Trainings | \$300.00 | | \$2,100.00 delete |
| IHC After Hours Family Support Stipend | \$100.00 | | \$2,000.00 delete |
| Add Row | | | |
| * Must comply with the definitions and limits listed for court operated facilities in the Child Care Fund Handbook. | | | |
| Total Program Support | | | \$11,090.00 |

C. Contractual Services

| 1. Unit Rates | | | | |
|--|--------|-----------|-----------------------|-------------------|
| Names | Rate | Unit Type | Total Units/ Contract | Yearly Cost |
| Redwood Toxicology--Urine Screens | \$6.00 | One test | 200.00 | \$1,200.00 delete |
| Add Row | | | | |
| 2. Closed End Contracts | | | | |
| Kathi Houston - Volunteer Services Coordinator | | | | \$9,600.00 delete |
| Add Row | | | | |
| Total Contractual | | | | \$10,800.00 |

D. Non-Scheduled Payments

| Type of Service (Description) | Anticipated No. Units to be Provided | Average Cost of Each Service Unit | Yearly Cost |
|---|--------------------------------------|-----------------------------------|-------------------|
| Volunteers (Tutors/Mentors/Shadows) Mileage and st | 200.00 | \$20.00 | \$4,000.00 delete |
| Psychological/Medical/Dental | 3.00 | \$600.00 | \$1,800.00 delete |
| Summer Camps & Summer School | 4.00 | \$150.00 | \$600.00 delete |
| Individual, Family, Substance Abuse Counseling, Pare | 80.00 | \$100.00 | \$8,000.00 delete |
| Incidental Family Needs (clothing, gas cards, bus pas | 30.00 | \$25.00 | \$750.00 delete |
| Youth Activities, Incentives & Rewards | 80.00 | \$25.00 | \$2,000.00 delete |
| Restorative Justice Services | 20.00 | \$100.00 | \$2,000.00 delete |
| Add Row | | | |
| Total Non-Scheduled | | | \$19,150.00 |

E. Service Component - In-Home Care or Basic Grant

| | | |
|---------------------------------------|------------------------------|--------------|
| (Add Totals for A, B, C, and D above) | Total Service Component Cost | \$100,104.00 |
|---------------------------------------|------------------------------|--------------|

F. Public Revenue:

- If you plan to fund any portion of this service component with other public revenue including other Child Care Funds or Basic Grant monies, or if this component is generating revenue (i.e. third party payments) specify the following:

| Source | To Be Provided | Yearly Cost |
|----------------------|----------------|-------------|
| | | delete |
| Add Row | | |
| Total Public Revenue | | \$0.00 |

G. Subtract Total Public Revenue from Total Service Component Cost (E-F)

| | |
|--|--------------|
| Total Cost to Basic Grant, Net Anticipated IHC Matchable Expenditure (Gross Costs Less Other Revenue) | \$100,104.00 |
|--|--------------|

In-Home Care / Basic Grant Program Component (DHS-4471)
Report/Request

Michigan Department of Health and Human Services (MDHHS)
Children's Services Agency
Benzie County for October 1, 2016 through September 30, 2017

One of these forms must be completed for EACH In-Home Care or Basic Grant Service component for which there was State Reimbursement during the past fiscal year or proposed for next fiscal year as a new, revised, or continued component.

| Component Manager * | Telephone Number |
|---|------------------|
| Cameron Clark - CCF Organization Fiscal Staff, CCF Organization | |

I. Program Specific Information:

| | |
|---|--|
| 1. Component Status * | |
| <input type="checkbox"/> Continued | <input type="checkbox"/> Terminated <input checked="" type="checkbox"/> Revised <input type="checkbox"/> New |
| 2. Target Population(s) Served - Check all that apply. * | |
| A. Children Under Jurisdiction of Court <input checked="" type="checkbox"/> Delinquent <input type="checkbox"/> Neglect B. Children NOT Under Jurisdiction of Court <input checked="" type="checkbox"/> Written Complaint <input type="checkbox"/> CPS Category I, II, or III <input checked="" type="checkbox"/> Children likely to come under Jurisdiction of the Court | |
| 3. Area(s) of Intended Impact - Check primary area(s) only. * | |
| A Reduction In: <input type="checkbox"/> Number of Youth Petitioned <input checked="" type="checkbox"/> Number of Days of Out-of-Home Detention <input checked="" type="checkbox"/> Number of Adjudications <input type="checkbox"/> Number of Days of Shelter Care <input checked="" type="checkbox"/> Number of Days of Family Foster Care <input checked="" type="checkbox"/> Number of Days of Residential Treatment Care <input type="checkbox"/> Number of State Wards Committed (Act 150 & 220) | |
| 4. Service Focus - Check all that apply. * | |
| <input checked="" type="checkbox"/> Provide early intervention to treat within the child's home <input type="checkbox"/> Effect early return from foster or institutional care | |

II. Service and Cost Information for Fiscal Year Completed or Being Requested for Next Fiscal Year:
Instructions

- In columns 6 & 7 enter the actual number and costs from the last full year.
- In columns 8 & 9 enter the number and costs projected for the next fiscal year.

| | Time Period Reported (for full prior fiscal year) | | Time Period Reported | |
|---|---|----------------|----------------------|-------------------|
| 5. | 6. Actual Number | 7. Actual Cost | 8. Projected Number | 9. Projected Cost |
| A. Number of Youth Served * | 10.00 | | 14.00 | |
| B. Number of Service Units (Define): 1 contact | 307.00 | | 546.00 | |
| C. Total Component Cost | | \$113,865.00 | | \$94,064.00 |
| D. Average Cost Per Unit | | \$370.89 | | \$172.27 |
| E. Average Cost Per Youth | | \$11,386.50 | | \$6,718.85 |

III. Impact Evaluation-Must be completed for continuing or ending components.

| Area(s) of Impact | 10. Number of Youth Served | Estimated Reductions | |
|---------------------------------------|----------------------------|----------------------|--------------|
| | | 11. Number of Days | 12. Cost |
| A. Youth Petitioned | | | |
| B. Adjudications | 13.00 | | |
| C. Days of Family Foster Care | 10.00 | 1800 | \$108,000.00 |
| D. Days of Out-of-Home Detention | 5.00 | 150 | \$18,000.00 |
| E. Days of Shelter Care | | | |
| F. Days of Residential Treatment Care | 5.00 | 900 | \$198,000.00 |
| G. State Wards Committed | | | |

IV. Program Assessment / Evaluation - (Use Data from October 1, 2015 through September 30, 2016)

| | |
|---|-------------------------------------|
| Program Service Type: Intensive Probation | <input checked="" type="checkbox"/> |
|---|-------------------------------------|

Count each youth only once for the following data regarding this program.

| | | | | |
|----|---|--|---------|------------------------------|
| A. | Total number of youth served in this program during the previous fiscal year. | <input type="text" value="10.00"/> | 100.00% | <input type="checkbox"/> N/A |
| B. | Number of youth released from this program within the previous fiscal year, who have achieved the goals of this program. | <input type="text" value="7.00"/> | 70.00% | <input type="checkbox"/> N/A |
| C. | Number of youth released from this program within the previous fiscal year, who did not achieve the goals of this program. | <input type="text" value="0.00"/> | 0.00% | <input type="checkbox"/> N/A |
| D. | Number of youth continuing services with the program. | <input type="text" value="3.00"/> | 30.00% | <input type="checkbox"/> N/A |
| E. | Number of youth moved from this program to Out-of-Home care within the previous fiscal year. | <input type="text" value="2.00"/> | 20.00% | <input type="checkbox"/> N/A |
| F. | Number of youth released from Out-of-Home Care and placed into this program within the previous fiscal year. | <input type="text" value="2.00"/> | 20.00% | <input type="checkbox"/> N/A |
| G. | Average length of time (in days) a youth was involved in the program within the previous fiscal year. * Select if this is a one-time service <input type="checkbox"/> | <input type="text" value="210.00"/> | | <input type="checkbox"/> N/A |
| H. | Specify which date was used as beginning date. Ending date is date discharged from program (as stated on discharge summary): | <input type="text" value="Date of Court Order"/> | | |

V. Program Description - Must be completed for all components, except those being terminated, each year. (minimum of 250 characters required)

This component is similar to last year. The court will provide In-Home Care Services to approximately 14 youth, who are at risk of being place out of their respective homes. The areas of impact include reducing the number of adjudications, reducing the number of days in foster care, detention beds, and residential care. The various services provided include probation compliance, volunteer services, tutoring, camps, summer school, drug testing, and restorative justice services. We are contracting for a Volunteer Services Coordinator who will recruit, train, and retain a cadre of volunteers, and help the caseworker make volunteer matches. The volunteers will work closely with In-Home Care clients and their caseworker to supplement the caseworker's probation plan and mentor the youth. The caseworker will also engage youth through experiential learning activities. The caseworker will work to expedite

Approval

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| | | | |
|--|-------------------------------------|-------------------------------------|---------------------------------------|
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| PRD | switch organization | | log off |
| Logged In: Clark, Cameron [Benzie County, 19th Circuit Court, Family Division] | | | |
| help | | | |

Please correct the following data validation errors:

- A MDHHS contact must be selected.

County Child Care Budget Summary (DHS-2091)

Organization: Benzie County Fiscal Year: October 1, 2016 through September 30, 2017 Status: In Progress

County Child Care Budget Summary (DHS-2091)

Michigan Department of Health and Human Services (MDHHS)
Children's Services Agency
Benzie County for October 1, 2016 through September 30, 2017

| Organization | Court Contact Person | Telephone Number | Email Address |
|--|--------------------------|------------------|-------------------|
| Benzie County | Cameron Clark - CCF Orga | | cclark@mnstco.net |
| Fiscal Year | MDHHS Contact Person | Telephone Number | Email Address |
| October 1, 2016 through September 30, 2017 | | | |

| Care | Type Of | Anticipated Expenditures | | |
|-----------------------|----------|--------------------------|--------------|--------------|
| | I. Child | MDHHS | Court | Combined |
| Care Fund | | | | |
| A. Family Foster Care | | \$0.00 | \$89,000.00 | \$89,000.00 |
| B. Institutional Care | | \$0.00 | \$87,000.00 | \$87,000.00 |
| C. In-Home Care | | \$0.00 | \$100,104.00 | \$100,104.00 |
| D. Independent Living | | \$0.00 | \$0.00 | \$0.00 |
| E. Subtotals | | \$0.00 | \$276,104.00 | \$276,104.00 |
| F. Revenue | | \$0.00 | \$0.00 | \$0.00 |
| G. Net Expenditure | | \$0.00 | \$276,104.00 | \$276,104.00 |

Cost Sharing Ratios County 50% / State 50%

| II. Child Care Fund | Court | Combined |
|--|--------|----------|
| Foster Care During Release Appeal Period | \$0.00 | \$0.00 |

Cost Sharing Ratios County 0% / State 100%

| III. | MDHHS | Court | Combined |
|---------------------------------------|-------|-------|----------|
| Juvenile Justice Services Fund | | | |
| Basic Grant | | | |

\$0.00

\$15,000.00

\$15,000.00

Cost Sharing RatiosCounty 0% / State 100%
\$15,000.00 Maximum**IV. Total Expenditure**

\$291,104.00

BUDGET DEVELOPMENT CERTIFICATION

THE UNDERSIGNED HAVE PARTICIPATED IN DEVELOPING THE PROGRAM BUDGET PRESENTED ABOVE. We certify that the budget submitted above represents an anticipated gross expenditure for the fiscal year: October 1, 2016 through September 30, 2017; and any requests for reimbursement shall adhere to all state law, administrative rules and child care fund handbook authority.

Presiding Judge

Date

County Director of MDHHS Signature

Date

Chairperson, Board of Commissioner's Signature

Date

And/Or County Executive Signature

Date

The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your county.

AUTHORITY: Act 87, Publication of 1978, as amended.
COMPLETION: Required
PENALTY: State reimbursement will be withheld from local government.

Approval**Apply** **Save** **Cancel**

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Human Resources (HR) Report

Committee Appointments

From

Bob Roelofs

To

Benzie County BOC

Benzie County Veterans Affairs

Thank You for the opportunity to serve on this committee. The support from the entire BOC and staff within this Center has been remarkable. You have made it possible for this group to make a difference in the lives of the Veterans of Benzie County. Sincerely I Thank You.

As of 10:00 am on Dec 5 2016 I resign my position

A handwritten signature in cursive script, appearing to read "Bob Roelofs".

Bob Roelofs

RECEIVED

DEC 05 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

DATE: December 12, 2016

TO: Benzie County Board of Commissioners

FROM: Elaine Wood, CEO, Networks Northwest

RE: Board Appointments

As you know, each of our ten counties appoints one commissioner and two private sector business persons to our board. The private sector positions are regulated by federal law in terms of a list of requirements we must follow. Among several other criteria, we must have representatives from all the major employment sectors across the entire region. Our two current business representatives from Benzie County are Art Jeannot and Betty Workman.

We will be sending you nominations to replace Art since he will now be a County Commissioner and can no longer represent the private sector on our board. I want to let you know that Art has been a great board member and has served your business community very well! The nomination process requires us to be very precise about several requirements, so it will take a few months before we can send you some nominees from which you can make the appointment. The nominations will come to you from one or more Chambers of Commerce.

Betty Workman of Vacation Trailer is an outstanding board member! She serves on the board's Executive/Governance Committee. She has an excellent attendance record, and she offers valuable input. Betty brings a wealth of experience and in particular she represents the tourism industry very well. Betty's leadership, great listening skills, common sense, successful business experience, and solid understanding of your county all add tremendous value. Her current term expires on 12/31/16 and we strongly recommend, and request, that you reappoint her for another two-year term ending 12/31/18.

Thank you for your consideration. Feel free to call me if you have any questions.

RECEIVED

DEC 12 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

BENZIE COUNTY COMMITTEE APPOINTMENTS

The Benzie County Board of Commissioners are seeking individuals interested in serving on the following County Committees. **These appointments are for positions that will expire before June 30, 2017.**

Benzie-Leelanau Health Dept – 1 position
Benzie-Leelanau Health Dept Board of Appeals – 2 positions
Benzie Transportation Authority – 5 positions
Brownfield Authority – 6 positions
Building Authority – 1 position
EMS – 3 position
Human Services (DHHS) – 1 position
Jury Board – 1 position

Some committees (but not all) pay a per diem and mileage.

Applications can be printed from our web site at www.benzieco.net

Look under Residents/Visitors, Forms, County Clerk, Applications to Board or Committees; or interested persons should send a letter of interest to: Dawn Olney, Benzie County Clerk, 448 Court Place, Beulah, MI 49617. Be sure to include a telephone number under contact information.

Benzie County is an equal opportunity employer.

Dawn Olney

Benzie County Clerk

(231) 882-9671

Sent 12/8 4:00pm

Run 12/14 + 21

2 x 4 5:30

| Committee Name | Date Appointed | Date term Expires |
|----------------|----------------|-------------------|
|----------------|----------------|-------------------|

1-Airport Authority 4yr term -- 1st Thursday @ 9:30 a.m.

| | | | |
|---------------|-----------------------|----------|----------|
| Coury Carland | (Commissioner) | 01/26/16 | 12/31/16 |
| Pat Storrer | (Frankfort Appointee) | 06/17/14 | 06/17/17 |
| Bill Kennis | | 10/11/16 | 03/01/19 |

1-Benzie-Leelanau Health Department -- Last Thursday of Odd Months @ 3:30

| | | | |
|---------------------------|----------------|-----------------|-----------------|
| Gary Sauer | (Commissioner) | 01/27/15 | 12/31/16 |
| Dr. George Ryckman | 2/18/14 | 02/18/14 | 12/31/16 |
| Roger Griner | (Commissioner) | 01/27/15 | 12/31/16 |

1-Benzie-Leelanau Health Dept Bd of Appeals - 2year terms; 1 BOC & 2 Citizens

| | | | |
|---------------------|-----------------|-----------------|-----------------|
| Gary Sauer | Commissioner | 01/26/16 | 12/31/16 |
| Donna Clarke | | 05/26/15 | 12/31/16 |
| Mary Pitcher | 02/01/11 | 05/26/15 | 12/31/16 |

1-Benzie Transportation Authority -- formed 4/18/2006 -- 1st Thursday @ Noon

| | | | |
|--------------------|-----------------|-----------------|-----------------|
| Eugene Allen | 06/17/14 | 05/10/16 | 04/30/19 |
| Amy Herczak | 02/18/14 | 04/15/14 | 04/30/17 |
| Nicholas Olson | 5/10/16 | 05/10/16 | 04/30/19 |
| John Nuske | 9/7/2010 | 04/15/14 | 04/30/17 |

| | | | |
|------------------------|-------------------|-----------------|-----------------|
| Irene Nugent | 4/15/2014 | 04/15/14 | 04/30/17 |
| Susan Kirkpatrick | | 04/28/15 | 04/30/18 |
| Eric VanDussen | 04/15/2014 | 04/15/14 | 04/30/17 |
| Joshua Stoltz | 4/17/12 | 04/14/15 | 04/30/18 |
| Lisa Tucker -- Liaison | | 01/27/15 | 12/31/16 |

1-BVTMC Board 3yr terms 6 member -- 1st Monday @ 4 p.m.

| | | | |
|----------------------|--------------------------------|-----------------|-----------------|
| Gary Pallin | (Beulah) | 06/28/16 | 04/15/19 |
| John Wheeler, Alt | (CLPRA) | 06/28/16 | 04/15/19 |
| Gregory Nowell, Alt | (CLPRA) | 06/28/16 | 04/15/19 |
| Paul Bare | (CLPRA) 3/18/14 | 06/28/16 | 04/15/20 |
| Dan Schoonmaker | (CLPRA) 4/15/11 | 06/28/16 | 04/15/20 |
| Janet (Jen) Whiting | Elberta | 05/24/16 | 08/01/19 |
| Frank Walterhouse | (Comm/P& R Rep) | 01/21/14 | 12/31/16 |
| Charles Kehr | (Alt for Co Reps) | 06/19/07 | deceased |
| Ed Butt | (FBVT Rep) | 01/21/14 | 04/15/16 |
| Michael Foust | (Thompsonville) 6/19/07 | 04/02/13 | 04/20/16 |
| William R. Olsen | | 02/09/16 | 04/15/19 |

2-Board of Canvassers 4yr terms -- Day After Each Election @ 1:00 p.m.

| | | | |
|----------------|----------------|----------|----------|
| Donna Clarke | (REP) | 10/01/15 | 11/01/17 |
| Jane Purkis | (DEM) 11/01/12 | 11/01/12 | 11/01/17 |
| Janice Mick | (REP) | 10/13/15 | 11/01/19 |
| Ronald Dykstra | (DEM) | 10/20/15 | 11/01/19 |

2-Brownfield Authority - Est 6/19/2012 - 7 members - 3 years; No BOC appointment

| | | |
|--------------------------|-----------------|--------------------------|
| Ron Evitts | 04/02/13 | 04/01/16 |
| Michelle Thompson | 04/02/13 | 04/01/16 Resigned |
| Bill Merry | 07/14/15 | 12/31/18 Resigned |

| | | | |
|--|----------|-----------------|--------------------------|
| Art Jeannot | | 02/18/15 | 04/01/18 Resigned |
| Marcia Stobie | | 04/01/14 | 04/01/17 |
| Don Tanner | | 04/15/14 | 04/01/17 |
| Edward Kowalski | 11/18/14 | 02/18/15 | 04/01/18 |
| Nina Bonderenko, Alt if Statute Allows | | 04/02/13 | |

1-Building Authority 3yr Term 4 member -- As Needed

| | | | |
|--------------------------------|----------|----------|-------------------|
| Marcia Stobie | 08/20/13 | 02/18/15 | 12/31/17 |
| Norm Campbell | 11/19/02 | 02/18/15 | 12/31/17 resigned |
| Tom Longanbach | 6/5/2012 | 02/18/15 | 12/31/17 |
| Michelle Thompson - by statute | 06/01/12 | 01/17/12 | |
| Dawn Olney - by statute | 01/01/00 | 01/17/12 | |

1-CDBG/Community Development Block Grant 5yr Term -- 4th Thursday @ 10:30 a.m.

| | | | |
|----------------------------------|----------|----------|----------|
| Jean Bowers | 01/18/00 | 02/18/15 | 12/31/19 |
| Carol Dye | | 08/12/14 | 02/01/19 |
| Dawn Olney | 01/18/00 | 02/18/15 | 12/31/19 |
| Frank Walterhouse (Commissioner) | | 01/26/16 | 12/31/16 |
| Amy Bissell | 8/18/09 | 02/18/15 | 12/31/19 |

1-Construction Board of Appeals 2 yr term

| | | | |
|----------------|---------|----------|----------|
| Roger Papineau | 5/26/15 | 05/26/15 | 12/31/16 |
| Randy Olsen | 1/16/07 | 04/14/15 | 12/31/16 |
| Rodney Moore | 1/16/07 | 04/14/15 | 12/31/16 |
| Caleb Luibrand | 1/16/07 | 04/14/15 | 12/31/16 |
| Richard Krupp | 1/16/07 | 04/14/15 | 12/31/16 |

County Library Board 5yr term -- Dissolved 8/21/2007

1-Economic Development Corp 6yr term -- Alt Mondays @ 10:30 a.m.

| | | | |
|------------------------------|-----------------|-----------------|-----------------|
| Karen Roberts | 2/15/11 | 02/07/12 | 01/31/18 |
| Roger Griner (Commissioner) | | 01/26/16 | 12/31/16 |
| Coury Carland (Commissioner) | | 01/26/16 | 12/31/16 |
| Courtney Gillison | | 03/08/16 | 12/31/22 |
| William Merry | 9/8/2015 | 02/09/16 | 01/31/22 |
| Mike Worden | 03/17/09 | 06/18/13 | 01/31/19 |
| Mary Carroll | 11/1/11 | 03/04/14 | 01/31/20 |
| Ed Kowalski | | 03/08/16 | 01/31/22 |
| Blake Brooks | 12/21/10 | 01/22/11 | 01/31/17 |
| Ron Harrison | 9/8/2015 | 02/09/16 | 01/31/22 |

Alt for Special Projects

2-EMS -- renamed from ALS 7/2006 -- Monthly; 3/19/08 Reduced to 7 members

8/21/2012 -- Increased to 9 members -- 3 Years

| | | | |
|---|-----------------|-----------------|-----------------|
| Gaylord Jowett - At Large | 09/24/13 | 12/06/16 | 12/31/19 |
| Martha Bates - Almira | | 11/18/14 | 12/31/16 |
| Jim Franke - Tville | | 12/16/14 | 12/31/17 |
| Vance Bates -- voting member | 11/14/05 | 01/27/15 | 12/31/16 |
| Charlie Thompson -- Fire Chief Rep | | 03/24/15 | 12/31/16 |
| Neal Nye - At Large | 01/04/05 | 05/26/15 | 12/31/17 |
| Mike Mead - At Large | | 06/10/16 | 12/31/17 |
| Chris Parrish - ALS - Non Voting | | 08/23/16 | 12/31/18 |

| | | |
|-------------------------------------|----------|----------|
| Catrina Stachnik - BLS - Non Voting | 08/23/16 | 12/31/18 |
| Michelle Thompson -- Ex Officio | 09/21/12 | |
| Ted Schendel -- Ex Officio | 01/15/13 | |
| Undersheriff (?) -- Ex Officio | 01/15/13 | |

2-Fee Committe 3 yr term -- As Needed

| | | |
|---------------------------------------|----------|----------|
| Frank Walterhouse (Commissioner) | 01/12/16 | 12/31/16 |
| Tom Longanbach, Equalization Director | 01/12/16 | |
| All Commissioners | | |

1-Human Services (was FIA) 3yr term -- Monthly

| | | | |
|--------------------|-------------------|-----------------|-----------------|
| Tom Hart | State Appointment | 11/01/12 | 10/31/18 |
| Gaylord Jowett | 8/9/2016 | 10/21/14 | 10/31/17 |
| Jean Bowers | 12/2013 | 11/08/13 | 10/31/16 |
| Roger Griner | (Commissioner) | 01/27/15 | 12/31/16 |

FOC Citizens Advisory Committee 3yr term -- Dissolved 10/18/05

2-Jury Board 6yr term -- quarterly

| | | | |
|----------------------|-----------|----------|----------|
| Nancy J. VanderLinde | 5/17/2011 | 05/01/11 | 05/01/17 |
| Jean Bowers | 05/01/01 | 04/02/13 | 05/01/19 |
| Gail Nugent | 02/18/03 | 04/28/15 | 05/01/21 |

1-Land Bank Authority - 3 year term

| | | | |
|-------------------------------------|--------|----------|---------------|
| County Treasurer | | 04/05/11 | No Expiration |
| Frank Walterhouse - Co Comm Liaison | | 01/21/14 | 12/31/16 |
| Mark E. Roper | 4/5/11 | 03/24/15 | 04/05/18 |
| Terry Money | 4/5/11 | 03/24/15 | 04/05/18 |
| Amy Bissell | 4/5/11 | 03/26/13 | 04/05/18 |
| Tom Longanbach | 4/5/11 | 05/10/16 | 04/05/19 |

Medical Examiner 5yr Term

| | | | |
|------------------|----------|----------|------|
| Dr. Nicole Fliss | 10/21/14 | 10/21/14 | None |
|------------------|----------|----------|------|

1-Manistee-Benzie CMH - 3yr term -- 2nd Thursday @ 10:00

| | | | |
|---------------------------|----------------|----------|----------|
| Donald C. Smeltzer (B) | 1/2007 | 04/26/16 | 03/31/19 |
| Donald R. Tanner (B) | 5/12/2016 | 05/12/16 | 03/31/18 |
| Coury Carland (B) | (Commissioner) | 01/26/16 | 12/31/16 |
| Frank Walterhouse (B) | (Commissioner) | 01/26/16 | 12/31/16 |
| Mary O'Connor Heitjan (B) | | 05/26/15 | 03/31/18 |

1-Parks and Recreation Commission 3yr term -- Alt Months As Needed

| | | | |
|--|----------|----------|--------------------|
| Tad Peacock | 02/18/14 | 12/06/16 | 12/31/19 |
| Sean Duperron | 01/2011 | 12/06/16 | 12/31/19 |
| Barbara K. Skurdall | 4/17/07 | 12/06/16 | 12/31/19 |
| Marjorie Pearsall-Groenwald | | 12/22/15 | 12/31/18 |
| Ann E. Bourne | | 12/22/15 | 12/31/18 |
| Cathy Demitroff | 02/20/07 | 12/22/15 | 12/31/18 |
| Walter Roch von Rochsburg (Planning Rep) | | 01/01/15 | 09/15/17 |
| Christy Anderson (Drain Commissioner) | | 01/01/13 | No Expiration Date |
| Frank Walterhouse (Commissioner) | | 01/27/15 | No Expiration Date |
| Ted Mick (Road Commission Rep) | | 01/01/13 | No Expiration Date |

1-Planning Commission 3yr term -- 1st Wed 10th person reduced to 9 -- 5/17/05; back to 11 mem 5/20/08 back to 9 members; 11 with new ordinance 5/2009; 7 new ord 2/2011

| | | | | |
|---|----------------------|---------------------|-----------------|-----------------|
| Nina Bondarenko | Busi/Econ Dev | 12/21/10 | 11/05/13 | 09/30/16 |
| Coury Carland | Ex Officio -- BOC | | 01/27/15 | 12/31/16 |
| Evan Warsecke | Exc Officio -- BOC | | | 12/13/16 |
| Lori Cota | Educ | (School Rep) | 02/05/13 | 09/15/15 |
| Margaret (Peg) Minster | 9/15/09 | | 01/15/13 | 09/15/15 |
| Walter Roch von Rochsburg - Citizen @ Large | | | 09/16/14 | 09/15/17 |
| Susan Zenker - Ag & Land Use | 2/7/12 | | 09/18/12 | 09/15/15 |

Public Safety Committee 3yr term -- Dissolved 7/18/2006

Remonumentation Peer Group -- Appted by BOC 9/2/2014

| | |
|------------------|----------|
| Christy Andersen | 09/02/14 |
| John Korr, Jr. | 09/02/14 |
| Craig McVean | 09/02/14 |
| Pat Bentley | 09/02/14 |
| Wendy Papineau | 09/02/14 |

Road Commission 6yr term -- 2 Times per Month - Elected Positions beginning 2010

2 -Technology Committee -- 2 years -- meet quarterly

| | | |
|---------------|----------|----------|
| Evan Warsecke | 01/27/15 | 12/31/16 |
| Coury Carland | 01/26/16 | 12/31/16 |
| Lisa Tucker | 01/26/16 | 12/31/16 |

2-Veterans Affairs Committee (8/21/12) 5 members; 3yr term -- Appted by BOC formerly Soldiers & Sailors Relief

| | | | |
|------------------------|-----------|----------|----------|
| Dale Ginzel | | 12/22/15 | 12/31/18 |
| Lawrence "Camp" Bailey | 01/21/14 | 12/06/16 | 12/31/19 |
| Phil Hoyt | | 12/06/16 | 12/31/17 |
| Tom Stobie | | 12/06/16 | 12/31/18 |
| Kirt A. Giddis | 2/19/2013 | 12/16/14 | 12/31/17 |

2-Solid Waste Advisory 3yr term -- increased to 11members 12/19/06 -- Qtly 1st Wed @ 5 p.m. 2009 reduced to 10 members; 2015 reduced to 7 members 2 year terms

| | | | |
|--------------------|--------------|----------|----------|
| Todd Warren | 3/21/06 | 04/14/15 | 12/31/18 |
| Dennis Fischgrabe | 2/19/13 | 12/16/14 | 12/31/17 |
| Evan Warsecke | Commissioner | 01/27/15 | 12/31/16 |
| Brianne L. Lindsay | 11/18/14 | 11/18/14 | 12/31/17 |
| Jane Schultz | 12/21/2004 | 08/23/16 | 12/31/18 |
| Roger Schultz | | 08/23/16 | 12/31/17 |
| Marlene Wood | | 05/24/16 | 12/31/17 |

2-Veterans Trust Fund 3yr term -- State appointed

| | | | |
|------------------------------|---------------|-----------------|--------------------|
| Robert Roelofs, DAV | 2/4/14 | 02/04/14 | 12/31/16 |
| William J. Huhnke, Sr. Unaff | 4/6/2010 | 03/03/15 | 12/31/17 |
| Art Melendez - | 8/1/2012 | 08/01/12 | |
| Chuck Lerchen | (Agent) | | No Expiration Date |

2-Workforce Development Board 2yr term -- COG POB 506, TC 49685-0506

| | | | |
|---------------|------------|----------|-------------------|
| Art Jeannot | 01/20/09 | 01/26/16 | 12/31/17 Resigned |
| Betty Workman | 12/18/2012 | 02/01/15 | 12/31/16 |

Zoning Board of Appeals; Dissolved 5/4/2010
Zoning Terminated 3/31/2010

Updated 12/06/2016

ACTION ITEMS

Tribal Council Allocation of 2% Funds Application Form

PLEASE NOTE:

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

***ONLY LOCAL UNITS OF GOVERNMENT LOCATED WITHIN GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% GRANTS.**

1. Allocation Cycle: _____ June _____ Submission Date – June 30th
 XX December XX Submission Date – December 31st

2. Name of Applicant: Benzie County Board of Commission (for) Benzie Senior Resources

Address: 448 Court Place
Beulah, MI 49617

Phone #: 231-882-9671 Fax #: 231-882-7072

Authorized Signature: _____

Printed Name: Roger Griner

Title: Benzie County Board of Commissioner Chairperson

Contact person: Name: Douglas Durand

Telephone #: (231) 525-0600 Fax #: (231) 325-4855

RECEIVED

DEC 14 2016

DAWN OL
BENZIE COUNTY
BEULAH, MI 49607

3. Type of Applicant: XX Local Government _____ Local Court
 _____ Township XX County Commissioner _____ Road Commission
 _____ Public School District _____ College _____ Charter School
 _____ Public Library _____ Sheriff/Police Department _____ Fire Department

4. Fiscal Data: Amount Requested: \$ 10,000 Percent: 30 %
Local Leveraging: \$ 23,000 Percent: 70 %
(Match)
Total Budget: \$ 33,000 Percent: 100 %

5. Target Population: 25 Children 84 Adults 44 Elders
(Indicate the 153 Total GTB member Community Others
number of GTB
members)

6. Counties Impacted: Antrim XX Benzie Charlevoix
 Grand Traverse Leelanau Manistee

7. Brief Description (purpose of funding); include statement of need:

Benzie Senior Resources is a new 501(c) 3 non-profit that was formed from a merger between Benzie County Council on Aging and Benzie Home Health Care. The merger became a reality on October 1, 2016 after 10 months of working with a consultant group to assist both agencies in the process of merging the two entities.

The mission of Benzie Senior Resources is to provide exceptional services, resources and trusted care to support Benzie seniors. Benzie Senior Resources exists to enrich the lives of all Benzie seniors by identifying focused priorities designed to maximize resources to meet community needs. The staff, volunteers and Board are committed to providing services, resources and creative, innovative leadership in order to make Benzie County a livable, age-friendly community that promotes senior dignity and independence. Forty-four GTB Elders fall into our service population, thus enabling them to remain safely in their own home with our services provided.

No one plans to have a crisis. We don't schedule severe weather striking our homes, heart attacks, strokes or mechanical breakdowns of our cars or home appliances. For the fortunate in our community, they have steady incomes, some savings and a family who rallies to their support during hard times.

Many of the more vulnerable in our communities who are frail and isolated need our help. Seniors who don't have family come to their aid, or whose savings has been depleted after their health insurance didn't cover the expenses of a loved one's illness, or any number of other reasons – they need our help. Often, they are the folks who somehow usually manage to get by on their fixed retirement income, but when faced with an emergency or when they need home repairs that exceed their ability to pay, they often don't know where to turn.

According to the 2000 to 2010 census, the number of older adults (60 and over) in Benzie County has increased by 33%. Many seniors rely on Social Security as their only source of income, which often times is not enough to maintain the normal expenses of living (let alone emergency expenses) making them especially vulnerable when unexpected challenges arise. Over the past several years, we have received requests from vulnerable seniors seeking help to maintain their independence in their own home. These requests are often costly and include the need for ramps to be built, updated heating, plumbing, water and roofing repairs. Other requests include help paying for medications, utilities, food and other shelter needs. This is the reason we initiated a new service called Benzie Senior Essential Needs Fund in February 2016 to address these needs.

Our goal is to maintain the Senior Essential Needs Fund to support seniors in Benzie County. The requested grant funds would be used to bring peace of mind to those in desperate need of shelter repairs, utilities, food and medical needs, etc. and one hundred percent of grant dollars received will directly benefit older adults.

Benzie Senior Resources offers a wide variety menu of programs. Home Delivered Meals, Personal and Respite Care, Snow Removal, Homemaking, Lawn Chore and Congregate Meal Sites are just a few of the 26 programs we offer to older adults in Benzie County.

8. This question only pertains to Public School Systems. If you are not a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000. Per school + (\$1,000 x # of GTB member students) = allocation.**
Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000 per school, based on the school's GTB membership count.

(b) Recommendation from Parent Committee: _____ YES _____ NO

(c) Describe parent involvement in project: _____

(d) Does the school receive Title IX Indian Education Funds? _____ YES _____ NO

If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start January 1, 2017 Completion December 31, 2017

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

XX YES _____ NO. If yes, please list the start and end dates and amount:

08/01/2016 - 12/31/16 and amounts: \$5,000

08/01/2015 - 4/30/16 and amounts: \$6,000

08/01/2014 - 12/31/14 and amounts: \$8,000

07/31/2013 - 10/30/2013 and amounts: \$10,000

11. Are all of the previous allocations expended? XX YES _____ NO.

If no, what are the start and end dates and amounts:

_____ - _____ and amounts: _____

_____ - _____ and amounts: _____

- _____ - _____
_____ - _____
12. Is the proposed project new _____ or a continuation project XX?

If this is a continuation project, please explain why there is a need to continue funding:

Benzie County Council on Aging started the Senior Essential Needs Fund in February 2016 and from February 1, 2016 to September 30, 2016 we received requests from 26 applicants that were 60 and over and totaled \$29,023 in needs. We collaborated with other agencies in an effort to help meet as many of these request. Between the following agencies; Benzie Area Christian Neighbors, Dental Clinics North, Northwest Community Action Agency, Department of Human Services, Father Fred Foundation, Benzie and Grand Traverse Veterans Affairs, Child and Family Services, several area churches, Area Agency on Aging of Northwest Michigan, Michigan Community Dental Clinics, NW Michigan Health Services and our agency, we were able to financially provide \$18,246. Even as successful all of this collaboration was, we were still unable to meet all the requests.

There will always be seniors who need the extra help financially in order to stay in their own home. The importance of keeping this service in place requires Benzie Senior Resources to continually apply for additional grants.

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).

GTB collaborated with Benzie Central Schools to bring native history and culture into modern classrooms. Created jobs to the unemployed through its Economic Development Corporation and supports local tourism. Native American Trust Land in Benzie County has given a home to the homeless. Many of our residents work for the casinos and this in turns provides a boost to the region.

14. How will the success of the project be assessed (evaluation plan)?

An evaluation tool will be used to help us assess the timeliness of our process, ease of receiving the assistance, and the amount of collaboration with other agencies, volunteers, civic groups. Additionally, we will see if the ultimate goal of supporting the well-being of the client and resolving the original emergency/need was met.

15. If new staff is required, will preference be given to Native American applicants?

XX YES _____ NO

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

See attachment

Note: **A final report on expenditure of funds and project results will be due to the Tribal Council 30 days after project completion.**

BEFORE YOU MAIL, PLEASE REMEMBER TO:

- 1) Execute authorized signature
- 2) Attach 1-page budget
- 3) Submit **before the deadline from the cover letter you received**

Senior Essential Needs Fund Benzie Senior Resources Budget

Anticipated Income Source:

| Anticipated Funding Sources: | Amount Requested | Amount Committed |
|--------------------------------|------------------|------------------|
| Two Future Grant Opportunities | 8,000 | 0 |
| Partner Agencies/Organizaitons | 12,000 | 6,500 |
| GT Band 2% Funds | 10,000 | 0 |
| GT Area Community Foundation | 3,000 | 3,000 |
| Totals | 33,000 | 9,500 |

Anticipated Expenses:

| | <u>Request from GT Band 2%</u> | <u>Total Project Expenses</u> |
|--|--------------------------------|-------------------------------|
| Assistance paid to clients requesting funds from the Senior Essential Needs Fund | 10,000 | 33,000 |

Tribal Council Allocation of 2% Funds Application Form

PLEASE NOTE:

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

***ONLY LOCAL UNITS OF GOVERNMENT LOCATED WITHIN GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% GRANTS.**

1. Allocation Cycle: _____ June _____ Submission Date – June 30th
X December _____ Submission Date – December 31st
2. Name of Applicant: BEOUE RECREATION WINTER SPORTS FUND
Address: 448 COURT PLACE
BEULAH MT. 49617
Phone #: 231 882-0035 Fax #: 231 882-7072
Authorized Signature: _____
Printed Name: Roger Griner
Title: COUNTY Chair
Contact person: Name: JACK RINEER
Telephone #: 231 651-0308 Fax #: _____
651-0859
231 882-5025
3. Type of Applicant: _____ X Local Government _____ Local Court
X Township _____ County Commissioner _____ Road Commission
_____ Public School District _____ College _____ Charter School
_____ Public Library _____ Sheriff/Police Department _____ Fire Department
4. Fiscal Data: Amount Requested: \$ _____ Percent: _____ %
Local Leveraging: \$ _____ Percent: _____ %
(Match)
Total Budget: \$ _____ Percent: 100 %
5. Target Population: 25 Children 83 Adults 45 Elders
153 Total GTB member Community _____ Others
(Indicate the number of GTB members)

6. Counties Impacted: ☐ Antrim ☒ Benzie ☐ Charlevoix
☐ Grand Traverse ☐ Leelanau ☐ Manistee

7. Brief Description (purpose of funding); include statement of need:

PLEASE REFERENCE ATTACHED SHEET

8. This question only pertains to Public School Systems. If you are not a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000. Per school + (\$1,000 x # of GTB member students) = allocation.**

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000 per school, based on the school's GTB membership count.

(b) Recommendation from Parent Committee: ☐ YES ☐ NO

(c) Describe parent involvement in project: _____

(d) Does the school receive Title IX Indian Education Funds? ☐ YES ☐ NO

If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start 1-2-17 Completion 4-15-17 CONTINGENT ON WEATHER CONDITIONS

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

 YES X NO. If yes, please list the start and end dates and amount:

 - and amounts:

 -

 -

11. Are all of the previous allocations expended? YES NO.

If no, what are the start and end dates and amounts:

 - and amounts:

 -

 -

 -

12. Is the proposed project new or a continuation project X ?

If this is a continuation project, please explain why there is a need to continue funding:

TO CONTINUE SEEKING LOCAL DONATIONS AND AREA
RESOURCES

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).

By providing Free HEALTHY Family / Community
Activities

14. How will the success of the project be assessed (evaluation plan)? CONTINUED USE AND
PARTICIPATION OF THE ANNUAL ICE RINK

15. If new staff is required, will preference be given to Native American applicants?

_____ YES _____ NO

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

Note: A final report on expenditure of funds and project results will be due to the Tribal Council 30 days after project completion.

BEFORE YOU MAIL, PLEASE REMEMBER TO:

- 1) Execute authorized signature
- 2) Attach 1-page budget
- 3) Submit before the deadline from the cover letter you received

Statement of Need and Budget

The Benzie Community Ice Rink has been an annual community activity since its inception in 1969. The ice rink is host to many families, youth groups as well as groups/families from other communities.

This rink provides a substance-free activity and promotes healthy lifestyles through exercise, traditional family time, communication and even a little healthy competition.

Historically, the rink has been built and maintain by local volunteers and local donations, however, many elderly donors have passed on or moved to a warm climate, which put the community in a position to seek additional resources.

Fiscal Data

| | | |
|--------------------------|----------------|------------|
| Amount Requested: | \$2,500 | 28% |
|--------------------------|----------------|------------|

| | | |
|--------------------------|----------------|------------|
| Local Leveraging: | \$6,000 | 72% |
|--------------------------|----------------|------------|

Village of Benzonia: \$2,000 Blanket Liability

Use of Land Space

Water to build/maintain Ice Rink

Volunteers:

Heavy Equipment/ Loader plus man hours

Plow Truck/ plus man hours

****Cost of building/grooming ice rink is contingent on weather conditions. Rink needs to be groomed routinely to prevent an uneven ice surface.**

| | | |
|----------------------|----------------|-------------|
| Total Budget: | \$9,000 | 100% |
|----------------------|----------------|-------------|

Master Administrative Agreement



This Master Administrative Agreement (the “Agreement”) is by and between Advanced Benefit Solutions, Inc. (dba: 44 North) (ABS) and Benzie County (the “Client”).

RECITALS (Check all that apply)

☒ **Premium Conversion Plan Administration: Addendum A.**

Client has adopted a cafeteria plan under Section 125 of the Internal Revenue Code of 1986, as amended (the “Code”) that includes a premium conversion benefit for eligible employees, their spouses and/or eligible dependents (the “Premium Conversion Plan”).

Client will utilize the services of ABS to assist in the implementation of the Premium Conversion Plan.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☒ **Health Reimbursement Arrangement Administration: Addendum B.**

Client has adopted a health reimbursement arrangement under Section 105 of the Code (the “HRA Plan”) containing reimbursement accounts for the benefit of eligible employees, their spouses and/or eligible dependents.

Client will utilize the services of ABS to assist it in the implementation and administration of the HRA Plan.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☒ **Flexible Spending Account Administration: Addendum C.**

Client has established flexible spending accounts for the benefit of eligible employees, their spouses and/or eligible dependents.

Client will utilize the services of ABS to assist it in the implementation and administration of the following flexible spending accounts (“FSAs”):

☒ Medical Reimbursement

☒ Dependent Care Reimbursement

ABS agrees to provide such services in accordance with the terms of the Agreement.

☒ **COBRA Administration: Addendum D.**

ABS assists employers in complying with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"). Client certifies that it is not a federal governmental, non-church entity, which employed twenty (20) or more full-time (and/or full-time equivalent) employees on more than fifty (50%) percent of its business days during the preceding calendar year, and therefore, is subject to COBRA as applied to any group health plan(s) offered to Client's eligible employees, their spouses and/or eligible dependents (collectively, the "Health Plan").

ABS agrees to provide such services in accordance with the terms of the Agreement.

☐ **Self-Funded Plan Agent Consulting and Support: Addendum E.**

Client has chosen to offer a health plan benefit program to its employees through a self-funded arrangement with an insurance carrier or third party administrator (TPA). Client will utilize the services of ABS as a carrier-appointed agent to act as an intermediary between client and carrier or TPA, advising client of carrier or TPA plans, processes and procedures, facilitating the implementation of Client's benefit decisions, and ensuring plan administration is carried out pursuant to Client and carrier or TPA agreements.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☐ **Self-Funded Medical Claims Administration: Addendum J.**

Client has chosen to offer a health plan benefit program to its employees through a self-funded arrangement. Client will utilize the Third Party Administrator (TPA) services of ABS to provide third party claim payment services.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☐ **Human Resources Consulting Services: Addendum F.**

ABS agrees to provide to the Client consulting services related to the human resources aspect of operation and management of the business of the Client. ABS agrees to provide such consulting services in accordance with the terms of the Agreement. Content and materials are provided for informational purposes only and not for the purpose of providing legal advice.

☐ **Wellness Program: Addendum G.**

ABS develops and manages Wellness Programs customized to Client specifications. Client will utilize ABS' consulting services to develop and implement a wellness program aimed at improving the health of Client's employees and dependents.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☐ **HEALTH.SHOPPER - Consumerism and Pricing Transparency: Addendum H.**

Client will utilize ABS to provide analytic and educational services to Client's employees to encourage consumerism and utilization of lower cost medical providers.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☐ **HEALTH.MD - 24/7 Telemedicine: Addendum I.**

Client will utilize ABS to provide 24/7 telemedicine services by contracting with a third party vendor, Teladoc, Inc., with the intent to encourage Client employees and dependents to exercise consumerism and minimize the unnecessary use of high cost medical providers. ABS agrees to implement the following services with Teladoc, Inc. and Client, in accordance with the Teladoc, Inc. Service Agreement.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☐ **Vision Service Plan (VSP): Addendum K.**

Client will utilize ABS to provide services through Vision Service Plan's various vision products.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☐ **Human Resource Technology (HRT): Addendum L.**

Client will utilize ABS to administer benefit administration and human resources information through an online system.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☐ **Monthly Carrier Claims Audit: Addendum M.**

Client will utilize ABS to audit medical claims and recovery services to Client's medical plan, to assess whether claims are being adjudicated correctly, in accordance with the provisions of the benefits plan.

☐ **Rx Generic Discount Optimization: Addendum N.**

☐ **Automated Eligibility and Enrollment Reporting Services: Addendum O.**

Client will utilize ABS to perform automated eligibility and enrollment reporting services.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☐ **Prepaid Benefit Debit Card Administration: Addendum P.**

Client will utilize ABS to administer the prepaid benefit debit card to facilitate claims adjudication of Client's:

☐ Health Reimbursement Arrangement, and/or

☐ Health Flexible Spending Account.

ABS agrees to provide such services in accordance with the terms of the Agreement.

IN CONSIDERATION of the mutual promises set forth in this Agreement, effective **10-01-2016**, ABS and Client agree to the provisions set forth below.

SECTION I: DUTIES OF ABS (Check all that apply)

- ☒ **Premium Conversion Plan Administration.** The provisions of the attached Addendum A are incorporated in this Agreement.
- ☒ **Health Reimbursement Arrangement Administration.** The provisions of the attached Addendum B are incorporated in this Agreement.
- ☒ **Flexible Spending Account Administration.** The provisions of the attached Addendum C are incorporated in this Agreement.
- ☒ **COBRA Administration.** The provisions of the attached Addendum D are incorporated in this Agreement.
- ☐ **Self-funded Plan Agent Consulting and Support.** The provisions of the attached Addendum E are incorporated in this Agreement.
- ☐ **Self-funded Medical Claims Administration.** The provisions of the attached Addendum J are incorporated in this Agreement.
- ☐ **Human Resources Consulting Services.** The provisions of the attached Addendum F are incorporated in this Agreement.
- ☐ **Wellness Program.** The provisions of the attached Addendum G are incorporated in this Agreement.
- ☐ **HEALTH.SHOPPER - Consumerism and Pricing Transparency.** The provisions of the attached Addendum H are incorporated in this Agreement.
- ☐ **HEALTH.MD - 24/7 Telemedicine.** The provisions of the attached Addendum I are incorporated in this Agreement.
- ☐ **Vision Service Plan (VSP):** The provisions of the attached Addendum K are incorporated in this Agreement.
- ☐ **Human Resource Technology (HRT):** The provisions of the attached Addendum L are incorporated in this Agreement.
- ☐ **Monthly Carrier Claims Audit:** The provisions of the attached Addendum M are incorporated in this Agreement.

- ☐ **Rx Generic Discount Optimization:** The provisions of the attached Addendum N are incorporated in this Agreement.
- ☐ **Automated Eligibility and Enrollment Reporting Services:** The provisions of the attached Addendum O are incorporated in this Agreement.
- ☐ **Prepaid Benefit Debit Card Administration:** The provisions of the attached Addendum P are incorporated in this Agreement.

SECTION II: DUTIES OF CLIENT (Check all that apply)

- ☒ **Premium Conversion Plan Administration.** The provisions of the attached Addendum A are incorporated in this Agreement.
- ☒ **Health Reimbursement Arrangement Administration.** The provisions of the attached Addendum B are incorporated in this Agreement.
- ☒ **Flexible Spending Account Administration.** The provisions of the attached Addendum C are incorporated in this Agreement.
- ☒ **COBRA Administration.** The provisions of the attached Addendum D are incorporated in this Agreement.
- ☐ **Self-funded Plan Agent Consulting and Support.** The provisions of the attached Addendum E are incorporated in this Agreement.
- ☐ **Self-funded Medical Claims Administration.** The provisions of the attached Addendum J are incorporated in this Agreement.
- ☐ **Human Resources Consulting Services.** The provisions of the attached Addendum F are incorporated in this Agreement.
- ☐ **Wellness Program.** The provisions of the attached Addendum G are incorporated in this Agreement.
- ☐ **HEALTHESHOPPER - Consumerism and Pricing Transparency.** The provisions of the attached Addendum H are incorporated in this Agreement.
- ☐ **HEALTH.MD - 24/7 Telemedicine.** The provisions of the attached Addendum I are incorporated in this Agreement.
- ☐ **Vision Service Plan (VSP):** The provisions of the attached Addendum K are incorporated in this Agreement.
- ☐ **Human Resource Technology (HRT):** The provisions of the attached Addendum L are incorporated in this Agreement.

- ☐ **Monthly Carrier Claims Audit:** The provisions of the attached Addendum M are incorporated in this Agreement.
- ☐ **Rx Generic Discount Optimization:** The provisions of the attached Addendum N are incorporated in this Agreement.
- ☐ **Automated Eligibility and Enrollment Reporting Services:** The provisions of the attached Addendum O are incorporated in this Agreement.
- ☐ **Prepaid Benefit Debit Card Administration:** The provisions of the attached Addendum P are incorporated in this Agreement.

SECTION III: ADMINISTRATIVE CHARGES

Client agrees to pay ABS for services rendered within fifteen (15) days of presentation of written invoice to Client. The fees and payment terms are specified in the Fee Schedule that is attached to and incorporated in this Agreement as Exhibit A. Both parties agree that ABS may modify this Fee Schedule and that ABS shall provide no fewer than thirty (30) calendar days written notice ("30-day Notice") of the impending change. If no revisions are sent to the Client, the administrative fees in effect for the current Agreement Year shall remain in effect for the succeeding Agreement Year. Client shall have up to thirty (30) days after receipt of the 30-day Notice to object and give written notice of the termination of this Agreement. If Client does not timely object, the fee modification will become effective upon the expiration of the 30-day Notice. Any unpaid fee shall be immediately due upon termination of this Agreement. ABS shall also be due reasonable attorney's fees and collection costs in enforcing this Agreement.

SECTION IV: RELATIONSHIP OF PARTIES

The parties intend that an independent contractor relationship shall be created by this Agreement. ABS shall have exclusive control and direction over its work. ABS is not an agent or employee of Client for any purpose, and the employees of Client are not employees of ABS. It is understood that ABS may, in its sole discretion, enter into an agreement for similar services to be performed for other employers while this Agreement is in effect with Client. Further, nothing set forth in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between Client and ABS.

Neither this Agreement nor the performance of duties pursuant to this Agreement, shall be construed as the appointment of ABS as an "administrator" as defined in Section (3)(16)(A) of the Employee Retirement Income Security Act of 1974, as amended (ERISA), a "fiduciary" as defined in Section 3(21) of ERISA, or an "investment manager" as defined in 3(38) of ERISA. ABS's duties and responsibilities shall be limited to those provided under the terms of this Agreement and applicable Addenda to this Agreement.

The Client is the plan administrator and named fiduciary (as defined in ERISA Sec. 3(16)(A)) and maintains final authority over the claim denial process. The Client acknowledges that ABS is not an attorney or CPA and thus all matters regarding legal and tax implications should be reviewed by Client's counsel.

SECTION V: TERMINATION OF AGREEMENT

- A. The initial term of this Agreement shall be from **10-01-2016** to **09-30-2017** (the "Agreement Year"). Following the initial term, this Agreement will renew automatically for additional periods of one (1) benefit year under the same terms, covenants and conditions, unless ABS receives written notice from Client of Client's desire not to renew at ABS's address appearing in Section VII.E., not less than sixty (60) days prior to the next effective Agreement Year following the conclusion of the year period then in effect, or unless ABS notifies Client in writing not less than sixty (60) days prior to the next effective Agreement Year of its intent not to renew the Agreement.
- ☒ In the event of the termination of this Agreement by either party, ABS shall process claims for ninety (90) days after the effective termination date. The ninety (90) day run out fee will be the Per Participant Per Month fee(s), outlined in Exhibit A, times the number of Participants enrolled on the effective termination date, times three (3), invoiced and payable at the beginning of the ninety (90) day run out period. Unprocessed claims shall be returned to the client within forty-eight (48) hours after the end of the ninety (90) day run out period.
- B. Either party retains the right to immediately terminate this Agreement effective as of the date the other party fails to perform any of its duties and responsibilities in accordance with the provisions of this Agreement, including but not limited to, the client's duty to pay administrative fees when due. In that event, the terminating party shall send the other party written notice of the termination fifteen (15) days before the termination date.
- ☒ ABS's right to immediately terminate this Agreement shall also apply upon the failure of the Client to comply with one or both of the following:
1. To provide written notice of an amendment, modification or change in the underlying plan documents in accordance with the Agreement.
 2. To maintain funds sufficient to pay claims as provided in the Agreement.
- C. Client retains the right to immediately terminate this Agreement in accordance with Section VI, H.
- D. In the event neither the Client nor ABS terminates the Agreement as set forth in Subsections A., B. or C. above, this Agreement shall automatically renew from Agreement Year to Agreement Year.
- E. Upon termination of this Agreement, Client agrees to notify all covered employees (including former employees), spouses and dependents in writing that administrative services will not be provided by ABS after the termination date. Client further assumes responsibility for informing such individuals in writing where to send future claims for benefits or benefit payments, as the case may be, following the termination of this Agreement.

SECTION VI: HIPAA PRIVACY COMPLIANCE

- A. Obligations regarding individually identifiable health information and business associate compliance are described in the separate Health Insurance Portability and Accountability Act of

1996 (HIPAA) Business Associate Agreement between the parties, the terms of which are incorporated herein by reference.

B. Applicability to Parties.

1. Client acknowledges that any Health Plan covered by this Agreement is a "Covered Entity" as defined by the Privacy Rule (45 C.F.R. Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA);
2. ABS acknowledges that it is a "Business Associate" as defined by HIPAA and that in the course of providing services to a Health Plan on behalf of the Client, ABS may come into contact with, use or disclose Information. ABS acknowledges that such Information may be used or disclosed only in accordance with this Agreement and the HHS Privacy Regulations.

SECTION VII: GENERAL PROVISIONS

A. ABS's Liability.

1. ABS's liability under this Agreement is limited to the performance of the services (described in Section I) performed during the term of this Agreement. ABS agrees to perform these services in accordance with the procedures prescribed by ABS. Client shall be solely responsible and shall hold ABS, its officers, directors and employees (collectively, the "Indemnitees") harmless for any action or failure to take action for compliance matters arising prior to the effective date of this Agreement. In no event shall Indemnitees be liable for benefits under any plan or for any other payment except as expressly stated in this Agreement. The Client shall be liable for and shall protect and defend at its cost, save, hold harmless and indemnify Indemnitees from and against all fines, penalties, losses, damages, costs, expenses, reasonable attorney's fees and court costs suffered by Indemnitees for which Indemnitees may be held or become liable except to the extent prohibited by law and except to the extent occasioned by ABS's willful and wanton disregard of this Agreement. Indemnitees shall have no liability for any damages to participants in any plan resulting from decisions of the Client not to pay any claim and Client shall protect, defend at its costs, save, and hold harmless and indemnify Indemnitees from any such damages, costs, expenses, attorneys' fees and court costs.
2. ABS shall not be liable for any taxes (federal, state or otherwise) which may be levied against the Client or any plan participant, including any fines, penalties, losses, damages, costs, expenses, reasonable attorney's fees and court costs incurred in connection with such levy. Furthermore, if ABS shall pay, pursuant to the demand of an appropriate state or federal office, taxes based on the amounts paid into or from any plan, the Client shall reimburse ABS upon demand in the full amount of such taxes paid, including any interest and penalties added thereto and paid by ABS, provided that Client has been given reasonable prior notice of the demand and the demand is final and non-appealable or not timely appealed by Client.
3. If an employee of Client files any type of claim, lawsuit or charge against Client and/or ABS, alleging a violation(s) of law, Client and ABS shall cooperate with the other in defense of such claim, lawsuit or charge. Client and ABS shall make available to each

other upon request any and all documents that either party has in its possession that relate to any such claim, lawsuit or charge. This provision, however, shall not preclude the raising of cross claims or third party claims between Client and ABS if the circumstances justify such proceedings. The parties agree that this provision shall survive the termination of this Agreement.

B. Return of Materials. Subject to Section VI, G. 12., upon termination of this Agreement as set forth in Section V above, Client agrees to return to ABS, via UPS or similar commercial delivery, all manuals, forms and copyrighted material within fourteen (14) days following the termination date. Client agrees that ABS's billings shall continue until such materials are returned to ABS.

C. Confidentiality. Except as otherwise provided herein, all files, data and information relating to the business of either party in the possession of the other party will be deemed confidential and will not be disclosed except as otherwise required by law or upon lawful order of a court or public authority with jurisdiction which order compels obedience under penalty of contempt or fine or impairment or loss of the right to do business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing detailing the circumstances of and extent of such disclosure.

D. Governing Law and Arbitration. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Michigan to the extent that such laws are not preempted by federal law. In the event that any disagreement or controversy arises under the terms and conditions of this Agreement, then and in that event such disagreement or controversy shall be submitted to the American Arbitration Association, Commercial Arbitration Division and shall be arbitrated in Wexford County pursuant to the rules, procedures and regulations of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties to this Agreement.

E. Entire Agreement and Notice.

1. This writing shall constitute the entire Agreement of the parties. This Agreement supersedes all prior or contemporaneous written or oral understandings and agreements, and may not be added to, modified or waived in whole or in part except by a writing signed by both parties to the Agreement.
2. Whenever written notice is required under the terms of this Agreement, it shall be delivered to the appropriate party by first class mail at the following address:

Advanced Benefit Solutions, Inc.
1406 N. Mitchell Street
P.O. Box 700
Cadillac, MI 49601

Client:
Benzie County
448 Court Place
Beulah, MI 49617

F. Miscellaneous Provisions.

1. All parties hereby acknowledge that they have read this Agreement in its entirety and have, to the extent by which they deemed necessary, consulted with counsel before executing this Agreement.

2. Each party represents and warrants to the other that execution of and the parties' performance of obligations under this Agreement have been duly authorized by their respective entities and that this is a valid and legal Agreement that is binding on each party and enforceable in accordance with its terms.
3. Each provision in this Agreement is separate. If any provisions of this Agreement are ever held by a court to be unreasonable, the parties agree that this Agreement shall be enforced to the extent it is deemed to be reasonable and in such a manner as to make this Agreement, as modified, legal and enforceable under applicable laws, and the balance of this Agreement shall not be affected, the balance being construed as severable and independent.
4. Either party's failure to exercise, or delay in exercising, any power or right under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of remedies otherwise available in equity or at law.
5. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.
6. Without written consent of the other party, neither this Agreement nor any of its benefits or obligations are assignable.
7. This Agreement is performable in Cadillac, Wexford County, Michigan.

CLIENT: Benzie County

By: _____

Printed Name: _____

Title: _____

Date: _____

Advanced Benefit Solutions, Inc.

By: Chris Liponoga

Printed Name: Chris Liponoga

Title: TPA Manager

Date: 09/29/2016

1406 N Mitchell Street, Cadillac, Michigan 49601 • Phone 855-306-1099 • Fax 855-306-1098
www.44n.com

EXHIBIT A
FEE SCHEDULE

Benzie County

PLAN YEAR: October 1 - September 30
Deductibles reset January 1st

☒ **Cafeteria Plan Administration**

☒ **Premium Conversion Plan Addendum A.**

Annual Fee

included with FSA

☒ **Flexible Spending Accounts Addendum C.**

☒ **Medical Reimbursement**

☒ **Dependent Care Reimbursement**

Annual Fee

\$285.00

Per Participant per month

\$ 4.50

☒ **Health Reimbursement Arrangement Addendum B.**

Annual Fee

\$495.00

Seamless Feed per Participant per month

\$ 17.45

☒ **COBRA Administration Addendum D.**

Per Benefit Eligible Employee per month

\$ 0.95

2% of Premiums Collected

☐ **Self-Funded Plan Agent Consulting and Support Addendum E.**

Annual Fee

\$.00

Per Employee per month

\$.00

☐ **Self-Funded Medical Claims Administration Addendum J.**

Per Participant per month

\$.00

Utilization Management, Claims Code Editing &

\$.00

24/7 Nurse Hotline per Participant per Month

| | |
|---|----------------------|
| PPO Network Access per Participant per month | \$.00 |
| PPO Network Access per Participant per month | \$.00 |
| SPD/Document Production | \$1,250.00 |
| InVentiv Medical Management/Large Case Management | \$ 130.00 / per hour |
| <i>*inVentiv Medical Management Large Case Management fees are triggered as needed, and the fees associated will only apply when someone is entered into Large Case Management.</i> | |

☐ **Human Resources Consulting Services Addendum F.**

| | |
|---|-------------------------|
| <input type="checkbox"/> HR/Compliance Consulting Services per Hour | \$ 225.00 |
| <input type="checkbox"/> On-Site Training per Hour (First 15 attendees) | \$ 225.00 |
| Each additional attendee | \$ 24.95 / per attendee |
| Travel/project building expenses charged as applicable (lodging, printing, etc.) | |
| <input type="checkbox"/> Affordable Care Act Modeler ("Pay or Play" impact study) | \$1,500.00 |
| <input type="checkbox"/> Group Summary Plan Description | |
| <input type="checkbox"/> Annual Fee | \$ 750.00 |
| <input type="checkbox"/> Annual Fee - Preferred Pricing with other TPA Services | \$ 500.00 |
| <input type="checkbox"/> Notification Packet | \$ 495.00 |
| <input type="checkbox"/> Notification Distribution – per notice | \$ 14.95 |

☐ **Wellness Program Consulting Addendum G.**

| | |
|--|-------------|
| <input type="checkbox"/> Quarterly Custom Program and Facilitation - Bundled Fee | \$ 5.50 |
| <input type="checkbox"/> 12-Month Custom Program Annual Fee: | |
| <input type="checkbox"/> Up to 150 Employees | \$18,950.00 |
| <input type="checkbox"/> 151-300 Employees | \$29,950.00 |
| <input type="checkbox"/> Over 300 Employees | \$as quoted |

Travel/project building expenses charged as applicable (lodging, printing, etc.).

☐ **HEALTH.SHOPPER - Consumerism and Pricing Transparency Addendum H.**

Per Employee per month \$ 6.50

☐ **HEALTH.MD - 24/7 Telemedicine Addendum I.**

Per Employee per month \$ 6.50

☐ **Vision Service Plan (VSP): Addendum K.**

☐ VSP Exam Plus Plan per Employee per month Single \$ *varies*

Two Person \$ *varies*

Family \$ *varies*

☐ VSP Choice Plan per Employee per month Single \$ *varies*

Two Person \$ *varies*

Family \$ *varies*

☐ VSP Signature Plan per Employee per month Single \$ *varies*

Two Person \$ *varies*

Family \$ *varies*

☐ **HRIS/Integrated Payroll: Addendum L.**

Set up Fee \$3,000.00

Per Employee per month \$ 19.50

☐ **Automated Eligibility and Enrollment Reporting Services: Addendum O.**

☐ Bundled services Annual Fee \$1,000.00

Per Employee per month – Bundled \$ 3.45

☐ HR Onboarding and Training Task Management Annual Fee \$ 495.00

☐ Online Enrollment Tool Annual Fee \$ 495.00

Per Employee per month (\$250/month minimum) \$ 2.45

☐ *Affordable Care Act* 1094/1095C Reporting per Employee per year \$ 3.25

☐ *Affordable Care Act* Employee Hours Tracking Set-Up Fee \$ 495.00

Per Employee per month (\$250/month minimum) \$ 1.00

☐ Smart App Carrier Enrollment per Employee per month \$ 1.95

☐ **Monthly Carrier Claims Audit**

Per Employee per month \$ 6.50

☐ **Rx Generic Discount Optimization**

Per Employee per month \$ 1.50

ADDENDUM A

SECTION I: ABS'S DUTIES

A. Plan Documents.

1. Upon written request, ABS shall assist the Client in developing a written plan of premium conversion benefits (the "**Premium Conversion Plan**") for its employees in accordance with specifications provided by the Client. The Premium Conversion Plan document shall be established and maintained pursuant to a written instrument containing the descriptions, provisions and specifications required by law.
2. The Client hereby acknowledges that ABS is not rendering any legal or accounting services or advice and that the Premium Conversion Plan and Summary Plan Description are prepared subject to the direction of and with the approval of the Client and its legal counsel. ABS shall make reasonable efforts to advise the Client of changes in the law, but the legal and tax status of the plan is a matter for determination by the Client and not by ABS.
3. In the event any modification, amendment or change occurs in the Premium Conversion Plan, the Client shall file with ABS all such amendments, modifications or changes, no later than sixty (60) days prior to the proposed effective date. ABS shall have no obligation to administer any benefits provided by such amendment, modification or changes, unless agreed to in writing by ABS. ABS shall modify the schedule of administrative charges to reflect any additional services required by the amendment, modification or change.

B. Claims Administration.

1. Upon receipt of a claim to have insurance premiums paid under the Premium Conversion Plan, the Client shall review the claim submitted and determine the amount, if any, which is due and payable with respect to the claim. Claims to have insurance premiums paid must be submitted to the Client in accordance with plan procedures. Claims to participate in the Premium Contribution Plan shall be determined by Client (as plan administrator) in accordance with the claims procedure set forth in the Plan. Claims for benefits payable under the respective insurance policies shall be determined by the insurer(s) pursuant to the terms of the claims procedure set forth in the insurance policy(ies) or the related benefit booklets (or certificates of coverage).
2. The Client shall disburse premium payments to such insurers entitled to payment under the Premium Conversion Plan. Such payments shall be made through a banking system established by the Client. ABS is not responsible in any manner whatsoever for providing funds for the payment of premiums under the Premium Conversion Plan. The Client is solely liable and responsible for providing funds for the payment of premiums under the Premium Conversion Plan.

3. ABS shall maintain claim records (in its sole discretion, in electronic form) for a period of seven (7) years. If the Client ceases to be a contracted client, ABS reserves the right to destroy the hard copy records four (4) months after the end of the Agreement. ABS shall provide thirty (30) days written notice to the Client and the Client shall have the right to request in writing that the records be transferred to the Client. In the event the Client fails to request such a transfer, the records shall be destroyed.

C. Miscellaneous Services.

1. ABS shall participate in the design of forms, announcement materials, and instructional materials for administration of the Premium Conversion Plan and such other materials as are, in ABS's opinion, necessary for the effective administration of the plan.
2. ABS is not responsible for distributing information to Premium Conversion Plan participants about the plan, but may distribute materials, as it deems necessary. The Client is responsible for filing with any governmental agency or service such Premium Conversion Plan descriptions and modification as may be required by law to be filed and does not have any responsibility for any such mandatory filings.

SECTION II: CLIENT'S DUTIES

- A. Client is the plan administrator and a named fiduciary of the Premium Conversion Plan as those terms are defined in ERISA Sec. 3(16)(A). As such, the Client is responsible for the general management and administration of the Premium Conversion Plan, including but not limited to, the following:

1. Payment of premiums under the Premium Conversion Plan and payments of expenses for the administration of the plan including without limitation, taxes and other governmental fees assessed against the Premium Conversion Plan or the Client and any attorneys, auditors or other professionals appointed by the Client in connection with the plan;
2. Establishment, amendment and termination of the Premium Conversion Plan and establishment of a funding policy for the plan;
3. Sole and exclusive discretion to construe and interpret the Premium Conversion Plan, including making any factual determinations and deciding all questions of eligibility and the amount, manner and time of plan benefit payments;
4. Enrollment of eligible persons in the Premium Conversion Plan and providing ABS with a complete and accurate enrollment form for each participant prior to the effective date of the participant's coverage;
5. Obtain written waivers of Premium Conversion Plan coverage from eligible persons declining such coverage;
6. Provide each participant with a Summary Plan Description as required by ERISA, such Summary Plan Description to be distributed to new participants within ninety (90) days of their enrollment. Client must also update the Summary Plan Description in general every five (5) years and distribute a Summary of Material Modifications within 210 days

after the end of any plan year in which the plan's benefits were substantially modified (within sixty (60) days after the adoption of a material reduction in covered services or benefits).

7. If applicable, complete and file the annual IRS return (Form 5500) on or prior to the return's due date.
- B. As a condition to ABS's obligations under the plan, the Client shall cooperate with ABS, provide ABS with information required by it, comply with the procedures prescribed by it and make the payments required by this Agreement.

ADDENDUM B

SECTION I: ABS'S DUTIES

A. Plan Documents.

1. Upon written request, ABS shall assist the Client in developing a written plan of medical reimbursement benefits (the "**HRA Plan**") for its employees in accordance with specifications provided by the Client. The HRA Plan document shall be established and maintained pursuant to a written instrument containing the descriptions, provisions and specifications required by law.
2. The Client hereby acknowledges that ABS is not rendering any legal or accounting services or advice and that the HRA Plan and Summary Plan Description are prepared subject to the direction of and with the approval of the Client and its legal counsel. ABS shall make reasonable efforts to advise the Client of changes in the law, but the legal and tax status of the HRA Plan is a matter for determination by the Client and not by ABS.
3. In the event any modification, amendment or change occurs in the HRA Plan, the Client shall file with ABS all such amendments, modifications or changes, no later than sixty (60) days prior to the proposed effective date. ABS shall have no obligation to administer any benefits provided by such amendment, modification or changes, unless agreed to in writing by ABS. ABS shall modify the schedule of administrative charges to reflect any additional services required by the amendment, modification or change.

B. Claims Administration.

1. Upon receipt of a claim for benefits under the HRA Plan, ABS shall review the claim submitted and determine the amount, if any, which is due and payable with respect to the claim. Claims for benefits must be submitted to ABS in accordance with plan procedures.
2. ABS shall disburse payments for processed claims to persons entitled to such payments under the HRA Plan on a weekly basis. Such payments shall be made through a banking system established by the Client. ABS shall provide the Client with a weekly summary statement and upon request a monthly reconciliation of claims paid. The Client agrees to maintain on deposit and make available to ABS funds sufficient to pay claims under the HRA Plan. ABS is not responsible in any manner whatsoever for providing funds for the payment of claims under the HRA Plan. The Client is solely liable and responsible for providing funds for the payment of claims under the HRA Plan.
3. ABS shall produce an Explanation of Benefits (EOB) for all processed claims and a Voucher for claims with payments made to providers. ABS will mail EOBs to employees and Vouchers to providers via First Class mail except for employees electing Direct Deposit who receive the EOB via email and employees electing Paperless EOBs, who retrieve their EOBs via the Member Portal provided by ABS.

4. In the event any person is paid less than the amount to which he or she is entitled under the HRA Plan, ABS shall promptly adjust the underpayment. In the event it is discovered that any person was paid more than the amount to which he or she was entitled under the HRA Plan, ABS shall take all reasonable steps to recover the overpayment, unless such payments are the result of an error on the part of the Client, or were authorized by the Client in writing. In the event an overpayment is the result of the Client's error, then it shall be the responsibility of the Client to recover the overpayment. If the overpayment is the result of ABS's error and recovery cannot be made, ABS shall pay the account deficit no later than forty-five (45) days after discovery.
5. ABS shall maintain claim records (in its sole discretion, in electronic form) for a period of seven (7) years. If the Client ceases to be a contracted client, ABS reserves the right to destroy the hard copy records four (4) months after the end of the Agreement. ABS shall provide thirty (30) days written notice to the Client and the Client shall have the right to request in writing that the records be transferred to the Client. In the event the Client fails to request such a transfer, the records shall be destroyed.

C. Miscellaneous Services.

1. ABS will report to the Client on a regular basis any recurring issues, suspected abuses of HRA Plan benefits, or any other problem or concern associated with the reasonable administration of the plan.
2. ABS shall participate in the design of forms, announcement materials, and instructional materials for administration of the HRA Plan and such other materials as are, in ABS's opinion, necessary for the effective administration of the plan.
3. ABS is not responsible for distributing information to HRA Plan participants about the plan, but may distribute materials, as it deems necessary. The Client is responsible for filing with any governmental agency or service such HRA Plan descriptions and modification as may be required by law to be filed, and ABS does not have any responsibility for any such mandatory filings.

SECTION II: CLIENT'S DUTIES

A. Client is the plan administrator and a named fiduciary of the HRA Plan as those terms are defined in ERISA Sec. 3(16)(A). As such, Client is responsible for the general management and administration of the HRA Plan, including but not limited to, the following:

1. Payment of claims for benefits under the HRA Plan and payments of expenses for the administration of the HRA Plan including without limitation, taxes and other governmental fees assessed against the HRA Plan or the Client and any attorneys, auditors or other professionals appointed by the Client in connection with the HRA Plan;
2. Establishment, amendment and termination of the HRA Plan and establishment of a funding policy for the HRA Plan;
3. Sole and exclusive discretion to construe and interpret the HRA Plan, including making any factual determinations and deciding all questions of eligibility and the amount, manner and time of HRA Plan benefit payments;

4. Enrollment of eligible persons in the HRA Plan and providing ABS with a complete and accurate enrollment form for each participant prior to the effective date of the participant's coverage;
 5. Forward to ABS, by the last day of each month, a written list of all persons beginning coverage and persons terminating coverage under the HRA Plan in the next month, as well as complete and accurate enrollment forms for new participants;
 6. Review ABS's monthly billing statement for accuracy of enrollment records and immediately informing ABS of any inaccuracies;
 7. Provide each participant with a Summary Plan Description as required by ERISA, such Summary Plan Description to be distributed to new participants within ninety (90) days of their enrollment. Client must also update the Summary Plan Description in general every five (5) years and distribute a Summary of Material Modifications within 210 days after the end of any Plan year in which the HRA Plan's benefits were substantially modified (within sixty (60) days after the adoption of a material reduction in covered services or benefits).
 8. If applicable, complete and file the annual IRS return (Form 5500) on or prior to the return's due date.
- B. The Client shall provide written notice to each participant of the following information in accordance with Section 550.932 of the Michigan Compiled Laws:
1. A description of the benefits that are being provided and any changes in such benefits;
 2. That individuals covered by the HRA Plan are not insured;
 3. That in the event the HRA Plan or the Client does not ultimately pay medical expenses that are eligible for payment under the plan, the individuals covered by the plan may be liable for those expenses;
 4. That ABS merely processes claims and does not insure that any medical expenses of individuals covered by the HRA Plan are paid; and
 5. That complete and proper claims for benefits made by individuals covered by the HRA Plan will be promptly processed, but that in the event there are delays in processing claims, the individuals covered by the plan will have no greater rights to interest or other remedies against ABS than as otherwise afforded them by law.
- C. As a condition to ABS's obligations under the HRA Plan, the Client shall cooperate with ABS, provide ABS with information required by it, comply with the procedures prescribed by it and make the payments required by this Agreement.
- D. Client agrees to forward all participant claims for benefits to ABS, so that claims can be reviewed in a timely manner and processed in accordance with the claims procedure stated in the HRA Plan. Client, as plan administrator, shall provide ABS any and all revisions and changes in the HRA Plan and additions and/or deletions to its list of participants.

ADDENDUM C

SECTION I: ABS'S DUTIES

A. Plan Documents.

1. Upon written request, ABS shall assist the Client in developing a written plan of flexible spending account benefits (the "FSA Plan") for its employees in accordance with specifications provided by the Client. The FSA Plan document shall be established and maintained pursuant to a written instrument containing the descriptions, provisions and specifications required by law.
2. The Client hereby acknowledges that ABS is not rendering any legal or accounting services or advice and that the plan and Summary Plan Description are prepared subject to the direction of and with the approval of the Client and its legal counsel. ABS shall make reasonable efforts to advise the Client of changes in the law, but the legal and tax status of the FSA Plan is a matter for determination by the Client and not by ABS.
3. In the event any modification, amendment or change occurs in the FSA Plan, the Client shall file with ABS all such amendments, modifications or changes, no later than sixty (60) days prior to the proposed effective date. ABS shall have no obligation to administer any benefits provided by such amendment, modification or changes, unless agreed to in writing by ABS. ABS shall modify the schedule of administrative charges to reflect any additional services required by the amendment, modification or change.

B. Claims Administration.

1. Upon receipt of a claim for benefits under the FSA Plan, ABS shall review the claim submitted and determine the amount, if any, which is due and payable with respect to the claim. Claims for benefits must be submitted to ABS in accordance with plan procedures.
2. ABS shall disburse payments for processed claims to persons entitled to such payments under the FSA Plan on a weekly basis. Such payments shall be made through a banking system established by the Client. ABS shall provide the Client with a weekly summary statement and upon request a monthly reconciliation of claims paid. The Client agrees to maintain on deposit and make available to ABS funds sufficient to pay claims under the FSA Plan. ABS is not responsible in any manner whatsoever for providing funds for the payment of claims under the FSA Plan. The Client is solely liable and responsible for providing funds for the payment of claims under the FSA Plan.
3. In the event any person is paid less than the amount to which he or she is entitled under the FSA Plan, ABS shall promptly adjust the underpayment. In the event it is discovered that any person was paid more than the amount to which he or she was entitled under the FSA Plan, ABS shall take all reasonable steps to recover the overpayment, unless such payments are the result of an error on the part of the Client, or were authorized by the

Client in writing. In the event an overpayment is the result of the Client's error, then it shall be the responsibility of the Client to recover the overpayment. If the overpayment is the result of ABS's error and recovery cannot be made, ABS shall pay the account deficit no later than forty-five (45) days after discovery.

4. ABS shall maintain claim records (in its sole discretion, in electronic form) for a period of seven (7) years. If the Client ceases to be a contracted client, ABS reserves the right to destroy the hard copy records four (4) months after the end of the Agreement. ABS shall provide thirty (30) days written notice to the Client and the Client shall have the right to request in writing that the records be transferred to the Client. In the event the Client fails to request such a transfer, the records shall be destroyed.

C. Miscellaneous Services.

1. ABS will report to the Client on a regular basis any recurring issues, suspected abuses of FSA Plan benefits, or any other problem or concern associated with the reasonable administration of the plan.
2. ABS shall participate in the design of forms, announcement materials, and instructional materials for administration of the FSA Plan and such other materials as are, in ABS's opinion, necessary for the effective administration of the plan.
3. ABS is not responsible for distributing information to FSA Plan participants about the plan, but may distribute materials as it deems necessary. The Client is responsible for filing with any governmental agency or service such FSA Plan descriptions and modification as may be required by law to be filed, and ABS does not have any responsibility for any such mandatory filings.

SECTION II: CLIENT'S DUTIES

- A. Client is the plan administrator and a named fiduciary of the FSA Plan as those terms are defined in ERISA Sec. 3(16)(A). As such, the Client is responsible for the general management and administration of the FSA Plan, including but not limited to, the following:
1. Payment of claims for benefits under the FSA Plan and payments of expenses for the administration of the plan including without limitation, taxes and other governmental fees assessed against the plan or the Client and any attorneys, auditors or other professionals appointed by the Client in connection with the plan;
 2. Establishment, amendment and termination of the plan and establishment of a funding policy for the plan;
 3. Sole and exclusive discretion to construe and interpret the FSA Plan, including making any factual determinations and deciding all questions of eligibility and the amount, manner and time of FSA Plan benefit payments;

4. Enrollment of eligible persons in the FSA Plan and providing ABS with a complete and accurate enrollment form for each participant prior to the effective date of the participant's coverage;
 5. Forward to ABS, by the last day of each month, a written list of all persons beginning coverage and persons terminating coverage under the FSA Plan in the next month, as well as complete and accurate enrollment forms for new participants;
 6. Review ABS's monthly billing statement for accuracy of enrollment records and immediately informing ABS of any inaccuracies;
 7. Provide each participant with a Summary Plan Description as required by ERISA, such Summary Plan Description be distributed to new participants within ninety (90) days of their enrollment. Client must also update the Summary Plan Description in general every five (5) years and distribute a Summary of Material Modifications within 210 days after the end of any Plan year in which the plan's benefits were substantially modified (within sixty (60) days after the adoption of a material reduction in covered services or benefits).
 8. If applicable, complete and file the annual IRS return (Form 5500) on or prior to the return's due date.
- B. If applicable, the Client shall provide written notice to each participant of the following information in accordance with Section 550.932 of the Michigan Compiled Laws:
1. A description of the benefits that are being provided and any changes in such benefits;
 2. That individuals covered by the FSA Plan are not insured;
 3. That in the event the FSA Plan or the Client does not ultimately pay medical expenses that are eligible for payment under the plan, the individuals covered by the plan may be liable for those expenses;
 4. That ABS merely processes claims and does not insure that any medical expenses of individuals covered by the FSA Plan are paid; and
 5. That complete and proper claims for benefits made by individuals covered by the FSA Plan will be promptly processed, but that in the event there are delays in processing claims, the individuals covered by the plan will have no greater rights to interest or other remedies against ABS than as otherwise afforded them by law.
- C. As a condition to ABS's obligations under the FSA Plan, the Client shall cooperate with ABS, provide ABS with information required by it, comply with the procedures prescribed by it and make the payments required by this Agreement.
- D. Client agrees to forward all participant claims for benefits to ABS, so that claims can be reviewed in a timely manner and processed in accordance with the claims procedure stated in the FSA Plan. Client, as plan administrator, shall provide ABS any and all revisions and changes in the FSA Plan and additions and/or deletions to its list of participants.

ADDENDUM D

SECTION I: ABS'S DUTIES

ABS shall provide administrative and clerical functions related to Client's compliance with the health care coverage continuation provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") with respect to Client's group health plans (collectively, the "Health Plan") identified on the attached Schedule A. ABS shall not be designated as the plan administrator of the Health Plan. Specifically, ABS agrees:

A. To perform the following administrative and clerical functions, solely as a collection agency.

1. Sending required COBRA notices to Principal Qualified Beneficiaries (PQBs), after receiving written notice from Client.
2. Communicating with PQBs by whatever means regarding COBRA coverage.
3. Billing and collecting premiums.
4. Reporting premiums to Client and remitting premiums received to Client.
5. Reporting enrollees to Client on a monthly basis.
6. Reporting terminations to Client on a monthly basis.

The functions to be performed by ABS do not include:

- Producing and mailing the initial company-wide general COBRA notice to all covered employees and other qualified beneficiaries, unless written request to do so is received from Client; or
- Amending and republishing the Client's benefit documents or booklets.

B. To comply with ongoing notice requirements within fourteen (14) days of receiving a completed PQB notification.

C. To account for collected premiums by:

1. Placing collected premiums in ABS's premium account.
2. Providing Client with a monthly report following the premium-reporting month detailing premiums collected.
3. Forwarding to Client a monthly report following a premium-reporting month a check drawn on ABS's premium account for all net premiums collected during the preceding premium reporting month. The premium check shall be reduced by an amount equal to

the prior month's fees payable to ABS. If premiums collected are not sufficient to pay ABS's fees, ABS shall detail and bill the excess amount due to Client.

- D. To report to Client on a monthly basis all new COBRA enrollees (those who have elected to receive coverage) and all COBRA terminations.
- E. To advise Client of all law and regulation changes effecting COBRA within a reasonable time of their enactment or adoption.
- F. To complete and, if permitted by the applicable payor, sign all forms required by the payor for COBRA compliance. If a payor will not permit said forms to be signed by ABS as an agent for Client, ABS shall submit all such forms to Client for Signature. ABS will submit all such COBRA compliance forms to the applicable payor.

SECTION II: CLIENT'S DUTIES

- A. To provide to ABS's home office, on forms provided by ABS, the following information on a weekly basis prior to the day coverage is lost as it relates to Client's employees, their spouses and eligible dependents covered under the Health Plan:
 - 1. The death of a covered employee.
 - 2. The termination (other than by reason of the employee's gross misconduct) of a covered employee's employment.
 - 3. The reduction of hours of a covered employee's employment.
 - 4. The divorce or legal separation of a covered employee from the employee's covered spouse.
 - 5. A covered employee becoming entitled to benefits under Part A or Part B of Medicare.
 - 6. A covered dependent child ceasing to be a dependent child under the terms of the Health Plan.
 - 7. Bankruptcy reorganization under Title 11 for persons with retiree coverage if the bankruptcy causes a "substantial" loss of coverage within one year before or after the filing.
 - 8. Any other information relevant to the fulfillment of this Agreement as is necessary for compliance with COBRA, as amended.

If written notice of the foregoing events is not provided to ABS in a timely manner (in no event later than 30 days following the occurrence of the qualifying event), ABS shall nevertheless make a reasonable effort to fulfill the Client's requirement to provide covered employees, their covered spouses and covered eligible dependents (the "Qualified Beneficiaries") with notice of the right to elect continuation coverage within the 60-day election period set forth in ERISA Sec. 605. In the event the late notification to ABS causes the notice to the Qualified Beneficiaries to be sent later than the required notification date, the Client acknowledges the following:

- a. The 60-day election period shall commence on the date the election notice is sent to the Qualified Beneficiaries.
 - b. Any penalties and expenses relating to the late provision of the requisite notice shall be the sole responsibility of the Client.
 - c. The Client shall be solely responsible and shall hold ABS harmless for any action or failure to take action for failing to give timely notice of each Qualified Beneficiary's right to elect continuation coverage.
 - d. The Client shall be liable for and shall protect and defend at its cost, save, hold harmless and indemnify ABS and its agents and employees from and against all fines, penalties, losses, damages, costs, expenses, attorney fees and court costs suffered by ABS, its agents and employees for which ABS may be held or become liable attributable to sending the late notice.
 - e. ABS shall have no liability for any damages to participants resulting from Client's failure to give ABS timely notice of a qualifying event, and Client shall protect, defend at its costs, save and hold harmless and indemnify ABS from any such damages, costs, expenses, attorney fees and court costs.
- B. To communicate in writing the addition or termination of COBRA enrollees (those who have elected to receive coverage) to Client's insurer or benefit plan administrator.
- C. To provide ABS with written up-to-date, pertinent information relating to the Health Plan on the effective date of this Agreement and at the time of any later plan modifications by Client. Specifically, Client must notify ABS when the Client is no longer subject to COBRA (for example, if the Client satisfies the small plan exception to COBRA because the Client ceases to employ at least twenty (20) full-time (and/or full-time equivalent) employees on more than fifty percent (50%) of its business days during a calendar year). The parties agree that ABS may rely on and act in accordance with any information or other instruction believed by ABS in good faith to be genuine and properly given.
- D. To authorize ABS, by signature on Addendum D-1 attached hereto, to sign, as Client's agent, all forms required by the payor for COBRA compliance. In the event a payor will permit ABS to sign said forms, Client will promptly sign and return all such forms to ABS for filing.

ADDENDUM E

NOT APPLICABLE

SECTION I: ABS'S DUTIES

ABS shall provide advisory, administrative and clerical functions related to Client's self-funded group health plans (collectively, the "Health Plan"). ABS shall not be designated as the plan administrator of the Health Plan. Specifically, ABS agrees:

- A. To communicate with the Carrier by whatever means regarding Health Plan administration and Client's benefits decisions.
- B. To advise Client of Carrier administrative changes.
- C. To analyze and report to Client on Health Plan utilization and advise Client on alternative Health Plan coverage options, funding arrangements and carrier availability.
- D. To provide Health Plan open enrollment educational presentations and printed materials for communicating benefits to Client's employees.
- E. To process enrollment and eligibility changes of Client's employees, spouses and dependents.
- F. To assist Client's employees, spouses and dependents with Health Plan claims processing and payment issues.
- G. To advise Client of law and regulation changes effecting Health Plan within a reasonable time of their enactment or adoption.

SECTION II: CLIENT'S DUTIES

- A. To provide ABS with written up-to-date, pertinent information relating to the Health Plan on the effective date of this Agreement and at the time of any later plan modifications by Client. The parties agree that ABS may rely on and act in accordance with any information or other instruction believed by ABS in good faith to be genuine and properly given.
- B. To provide each benefit eligible employee with Health Plan enrollment materials and notifications required by law.
- C. To notify and provide completed enrollment forms provided by Carrier or ABS within 30 days of Client's employee enrollment effective date.

ADDENDUM F NOT APPLICABLE

SECTION I: PROVISION OF SERVICES.

- A. *Services to be Provided:* In accordance with the terms and conditions of this Agreement, ABS agrees to provide to the Client consulting services related to the human resources aspect of operation and management of the business of the Client including, but not limited to, the following (the "Services"):
1. Recruitment;
 2. New hire;
 3. Benefit reconciliation;
 4. Termination process;
 5. Compliance reporting and filing;
 6. I-9 Employment Verification Forms;
 7. Required notices;
 8. COBRA/State continuation of benefits;
 9. Employee handbook;
 10. Workers Compensation;
 11. Employee filing;
 12. Unemployment;
 13. Benefits eligibility management;
 14. Job Descriptions (ADA & FMLA compliant);
 15. Compliance training on topics such as federal healthcare reform updates, FMLA, HIPAA, sexual harassment and workplace violence prevention; and
 16. Other topics as needs are identified.
- B. *Additional Services.* The Client may request from time to time, and to the extent that ABS and the Client mutually agree, that ABS shall provide additional services to the Client per a written request. The scope of any such services, as well as the term, costs, and other terms and conditions applicable to such services, shall be agreed to in writing by ABS and the Client.
- C. *No Agency.* Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto, or constitute or be deemed to constitute any party, agent, or employee of the other party for any purpose whatsoever, and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.
- D. *No Legal Advice.* The Client acknowledges and agrees that ABS does not provide legal services, but instead provides human resource consulting services to its clients on employment-related issues. The Client acknowledges that ABS's employees will not be providing legal advice to the Client regardless of ABS's employee qualifications, educational background or licensure by the state. On all matters that may involve legal issues, regardless of whether ABS is supplying the Client with advice or materials, the Client acknowledges and agrees that it will seek the advice of its own legal counsel since ABS provides only human resource consulting and not legal counsel.

SECTION II. CONFIDENTIALITY

- A. *Confidential Information.* In connection with providing the Services, ABS may receive from the Client certain confidential information including, without limitation, information regarding prices, costs, discounts, future plans, business affairs, process information, trade secrets, technical information, and customer lists (collectively, "Confidential Information").
1. ABS agrees to not disclose any of the Confidential Information to anyone in any manner whatsoever without the written consent of the Client, except as otherwise provided herein; and to refrain from making use of any of the Confidential Information in any manner whatsoever (except for the concurrent and commensurate benefit of the Client) for its own benefit or the benefit of any third party.
 2. ABS may disclose the Confidential Information without the prior written consent of the Client only to the extent such Confidential Information is required to be disclosed under applicable law or by a governmental or judicial order, decree, or rule, provided ABS gives written notice to the Client prior to such disclosure.
 3. ABS shall be entitled to disclose the Confidential Information without the prior written consent of the Client to such of employees, consultants, or agents of ABS who have a clear need to know in order to effect performance of the Services.
 4. ABS shall be responsible for ensuring that all persons to whom the Confidential Information is disclosed shall keep such information confidential and shall not disclose or divulge the Confidential Information to any unauthorized person.
 5. Upon termination of this Agreement, the Client may demand the return of any Confidential Information given to ABS at any time upon the giving of written notice to ABS. Within thirty (30) days of such notice, ABS shall return all the original Confidential Information and shall destroy any and all copies and reproductions (both written and electronic) in its possession and in the possession of any and all persons to whom such Confidential Information was disclosed pursuant to Clauses (2) or (3).
 6. Should the Client not demand the return of any Confidential Information upon termination of this Agreement, ABS agrees to continue abiding by the terms of this section.

ADDENDUM G
NOT APPLICABLE

SECTION I: ABS'S DUTIES

ABS shall provide consulting services for the development and implementation of a wellness program aimed at improving the health of Client's employees and dependents. Specifically, ABS agrees:

- A. To evaluate wellness programs offered by insurance carriers or independent wellness program vendors, provide an analysis of and comparison of programs, and make recommendations based on Client needs.
- B. To provide metrics for determining and evaluating program focus and benchmarking progress.
- C. To develop and implement a customized wellness program including:
 - 1. Written wellness plan;
 - 2. Employee communication templates; and
 - 3. Wellness presentations for initial execution and periodically thereafter.
- D. To make ABS's Wellness Coordinator available to program participants for wellness coaching by appointment.

SECTION II: CLIENT'S DUTIES

- A. To designate an employee of Client as an internal Wellness Coordinator to:
 - 1. Be the primary point of contact for ABS's Wellness Coordinator;
 - 2. Distribute wellness communications to Client employees; and
 - 3. Handle daily administrative and clerical functions of the program.
- B. To comply with all applicable laws related to wellness programs, including, but not limited to the Americans with Disabilities Act (ADA), 42 USC 12101 et seq., and the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191, 110 Stat. 1936.

ADDENDUM H

NOT APPLICABLE

SECTION I: ABS'S DUTIES

ABS shall provide analytic and educational services to Client employees and dependents with the intent to encourage consumerism and utilization of lower cost medical providers. Specifically, ABS agrees:

- A. To research and provide reports to Client employees and dependents illustrating cost differences between medical providers for elective procedures.
- B. To provide aggregate reporting to Client on employee utilization.
- C. To provide communication materials of availability of service and incentives.

SECTION II: CLIENT'S DUTIES

- A. To distribute communication material to Client employees on available service and incentives.

ADDENDUM I NOT APPLICABLE

SECTION I: ABS'S DUTIES

ABS shall provide 24/7 telemedicine services by contracting with a third party vendor, Teladoc, Inc. to Client employees and dependents with the intent to encourage consumerism and minimize the unnecessary use of high cost medical providers. ABS agrees to implement the following services with Teladoc, Inc. and Client, in accordance with the Teladoc, Inc. Service Agreement.

- A. Teladoc shall provide and grant to the Employer a non-exclusive, non-transferable, limited license to use the "Teladoc" branded Program (including all materials developed or provided to the Employer by ABS related to the Program, its marketing, implementation and use) during the term of this Agreement (notwithstanding the foregoing, however, Teladoc's toll-free telephone number shall not be a dedicated number for the Employer's Members only and shall remain the property of Teladoc at the termination of this Agreement); and (iii) to provide and maintain an adequate system, forms and other resources for Members to: (a) complete the required MHD online, and (b) access and agree to Teladoc's Informed Patient Consent and Release Form.
- B. Teladoc further agrees to: (i) Maintain a database of the Members' information (in an electronic format that is compliant with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA")), including but not limited to those changes adopted and incorporated by Section XIII of the American Recovery and Reinvestment Act of 2009 (ARRA) known as Health Information Technology for Economic and Clinical Health (HITECH) Act, and update the database periodically with information provided by the Employer or its third party administrator as new Members are enrolled; (ii) Provide to the Employer or its third party administrator, on the 5th day of each calendar quarter, Teladoc standard utilization and savings reports of the Program.
- C. Data transmission security is the process of sending data from one computer system to another in a secure manner so that only the intended recipient of the data receives the data and the data sent is identical to the data received. When ePHI (Electronic Personal Health Information) is transmitted over an electronic communications network i.e. "the internet", transmissions of ePHI to and from Teladoc, Inc. will utilize Secure File Transport Protocol (SFTP).
- D. The Program includes access to the licensed physicians associated with the Provider to provide Cross-Coverage Consultations. The physicians are selected and engaged by the Provider to provide patient and physician interaction, whereby the physician diagnoses the patient's ailment, recommends therapy, and if necessary and appropriate, writes a Non DEA controlled prescription. The Program is designed to provide cross-coverage physician access in the states where the Members live and travel. Each physician shall be licensed to practice medicine and/or osteopathic medicine, technologically proficient, trained in Cross-Coverage Consultations and covered by medical malpractice insurance having limits equal to or greater than the minimum required limits in the state where such physician practices. Physician consultations under the Program are not delivered by Internet questionnaires.
- E. (i) The Program for telephone Cross-Coverage Consultations includes the following

services: Teladoc will provide the Members with unlimited toll-free access to telephone medical consultation and health information services provided by a state licensed physician associated with the Provider. This access shall be available 24 hours, 365 days per year; and Teladoc will promptly answer all calls and connect the Member within one hour to a licensed physician associated with the Provider.

(ii) The Program for web-based video Cross-Coverage Consultations includes the following services: Teladoc will provide the Members during the times of 7AM to 9PM local time, seven days a week, access to secure web-based video Cross-Coverage Consultations provided by a state licensed physician associated with the Provider. If a Member requests a web-based video Cross-Coverage Consultation, it will be scheduled and an appointment reminder notification will be sent prior to the commencement of such consultation. To commence the web-based video Cross-Coverage Consultation, the Member will access such consultation within the Teladoc member site using their secure member login.

- F. For each Cross-Coverage Consultation, the licensed physician shall: (i) Conduct a medical consult to assess the Member's medical needs; and (ii) Based upon the medical consult, respond as follows: (a) Determine that the Member's condition is a life-threatening emergency, and direct the Member to the nearest emergency facility; (b) Determine that the Member's condition is urgent but not a life-threatening emergency, and advise the Member how to treat the condition, prescribe medication as necessary, and make a determination whether the Member should contact or page his/her primary care physician; or (c) Determine that the Member's condition is not urgent and not a life-threatening emergency, advise the Member how to treat the condition, prescribe medication as necessary, and advise the Member to follow up with his/her primary care physician or a specialist focused on the specific medical problem.
- G. It is understood by the Parties that the licensed physicians will not prescribe any Drug Enforcement Agency (DEA) controlled substances or narcotics and operates subject to state regulations. It is further understood by the Parties that Teladoc's services under the Program do not include providing the Members with appointments for telephone Cross-Coverage Consultations with physicians. Teladoc is not required to guarantee that the Member will receive a prescription, and only the Members who have completed the necessary steps to create the legally mandated doctor/patient relationship (as described herein) will receive Cross-Coverage Consultations under the Program. Those steps include: (i) Completing a comprehensive medical history disclosure (MHD), either online or by telephone with a designated Program representative (It being understood that, in the event the Member fails to complete the MHD, the Member will not have access to the Provider's physicians and Teladoc will so advise the Member when he/she accesses the service); (ii) Agreeing to Teladoc's Informed Patient Consent and Release Form confirming an understanding that the Provider is not obligated to accept the Member as a patient, and that the Member's participation in the Program may be cancelled at any time without recourse by the Member; and (iii) The Member also understands and acknowledges that the Program provides Cross-Coverage Consultations when the Members primary care physician is not available.
- H. Teladoc and the Employer are and shall at all times function as independent contractors under this Agreement and neither Teladoc nor the Employer is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the

other Party, except to the extent otherwise specifically contemplated herein. The employees, agents, representatives, providers, methods, facilities and equipment of a Party shall at all times be under the exclusive direction and control of that Party.

- I. Each Party agrees is solely liable for any breach, misrepresentation, error or omission by its employees, agents and representatives concerning the Program or otherwise made by such Party in fulfilling its obligations under this Agreement. Each Party agrees to indemnify and hold harmless the other Party and its affiliates, and their directors, officers, employees, agents, representatives, successors and assigns, from and against any loss, cost, damage or expense, including reasonable attorneys' fees and court costs, arising out of any error, omission or malfeasance of such breaching Party. The Employer acknowledges that all materials relating to the Program that are developed by or on behalf of Teladoc or provided to the Employer by Teladoc, and all trade names, service marks, trademarks and logos that are used by Teladoc (including but not limited to the "Teladoc" mark), and such other trade names, trademarks and logos as hereinafter may be designated by Teladoc in connection with its business (the "Teladoc Marks") are the unique intellectual property of Teladoc (the "Intellectual Property"), and the Employer agrees that: (i) the Employer will not duplicate the Program in any format that would, in whole or in part, infringe upon the intellectual property rights of Teladoc, and will not use or disclose the Intellectual Property in any manner other than pursuant to this Agreement; (ii) the Employer and its employees, directors, officers, agents, owners, successors and assigns shall maintain the confidentiality of any non-public Intellectual Property disclosed to the Employer by Teladoc; and (iii) on termination of this Agreement, the Employer shall return to Teladoc all of the Intellectual Property provided to the Employer.
- J. Teladoc grants to the Employer a limited, non-exclusive, non-transferable license to use the Teladoc Marks during the term of this Agreement and only pursuant to the terms of this Agreement and in a manner that has been approved by Teladoc in advance.

SECTION II: CLIENT'S DUTIES

- A. Promote the use of the Services to Members
- B. Submit to ABS enrollment and eligibility information from Members
- C. Promptly distribute any Member identification and password information which may be provided by Teladoc, Inc. to enable each Member to activate their account and use the Services
- D. Timely make all payments to ABS
- E. Comply with all duties under the Teladoc, Inc. Service Agreement

ADDENDUM J
NOT APPLICABLE
THIRD PARTY ADMINISTRATOR SERVICE AGREEMENT

THIS AGREEMENT is made on this day of , 20__ by and between **CLIENT** ("Plan Sponsor") and Advanced Benefit Solutions, Inc. dba 44North, Employee Benefits Agency, Inc. dba 44North, a wholly owned subsidiary, and its affiliates (collectively ABS), and to include its respective preferred vendor TPA systems supplier, AmeraPlan, Inc., now herein referred to as ("Third Party Administrator" or "TPA"), 1406 N. Mitchell St, Cadillac, MI 49601.

RECITALS

In order to ensure consistency in the administrative services required to effectively operate the **CLIENT** Employee Benefit Plan(s) (the "Plan"), as established and amended from time to time by Plan Sponsor, Plan Sponsor hereby requests TPA to serve as Third Party Administrator to provide third party claim payment services and agrees to compensate TPA as outlined herein. TPA is willing to serve Plan Sponsor as a Third Party Administrator in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, it is hereby agreed as follows:

1. Administrative Services. TPA will provide Plan Sponsor with all services necessary for the administration and operation of the Plan including, but not limited to, payment of Plan benefits in accordance with the terms of the Plan, and preparation of reports for use by Plan Sponsor in the financial management and administrative control of Plan. TPA will administer the Plan in accordance with Plan terms and Plan Sponsor benefit cost control standards, audit procedures, and payment practices.

(a) Administrative and Operational Services Itemization:

- Dedicated Claims Processor for benefit plan claims adjudication and customer service
- 1-800 number for Plan Participants and Provider inquiries
- Weekly check runs for benefit plan claims expense payments to include registers
- Detailed monthly claims activity reporting
- Quality Assurance & Performance Standards to meet and or exceed national standards for fiduciary and procedure accuracy
- Claims turnaround time — 90% of all clean claims processed within 14 days. A clean claim is a claim that TPA can process without having to obtain additional information
- I.D. cards for all coverages, forms distribution for enrollment, benefits and status changes. Employee and Provider EOB's transaction reports
- TPA will provide claims data and expenses to support the Plan Sponsor's 5500 reporting requirements, if any
- Account management team providing management meetings and benefit utilization advisement
- Annual Provider 1099 filing / distribution and W-9 filing

2. Term of Agreement. The initial term of this agreement shall begin and continue through . At the end of the initial term and of each succeeding term, this Agreement will be automatically renewed for a period of 12 months each unless terminated pursuant to Section 15.

3. Claim Administration.

(a) TPA, as agent for Plan Sponsor, will, consistent with the current Plan claim administration procedures and practices then applicable to its own health care plan administration business:

- (1) receive claims for Plan benefits and requests for Plan services, and expeditiously review, and make determinations with respect to such claims in accordance with the terms and conditions of the Plan; and the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); and
- (2) disburse benefit payments that it determines to be due in accordance with the provisions of the Plan.

4. Banking Agreement.

(a) Payment by TPA of any amount payable under the Plan will be made from a bank account established by Plan Sponsor through an ACH transfer to the Electronic Payment Clearinghouse Trust ("EPC Trust"). The Plan Sponsor is only responsible for the bank account fees and not the fees of the EPC Trust. It is expressly understood that TPA is not a guarantor of benefits and that it will not be liable for the payment of any benefits that are, or may be due under the Plan. Prior to the TPA initiating an ACH transfer on behalf of the Plan Sponsor for the purpose of payment of benefits under the Plan, TPA will notify Plan Sponsor of the amount of the ACH transfer so that Plan Sponsor may transfer sufficient funds to the Account.

(b) TPA, as agent for Plan Sponsor, will issue payments from the EPC Trust for Plan benefits and Plan-related expenses in the amount TPA determines to be proper under the Plan and/or under this Agreement.

(c) In the event TPA pays any person less than the amount to which he is entitled under the Plan, TPA will promptly adjust the underpayment by directing the EPC Trust to draw the additional funds from Plan Sponsor's Account. In the event TPA overpays any person entitled to benefits under the Plan, or pays benefits to any person not entitled to them, TPA will take all reasonable steps to recover the overpayment; however, TPA will not be required to initiate court proceedings to recover an overpayment. TPA will only be liable for overpayments to the extent set forth in Section 11.d.

(d) Following termination of this Agreement, Plan Sponsor will remain liable for payment of all Plan benefits or fees due any provider or entity for services rendered prior to termination. Plan Sponsor will reimburse TPA to the extent TPA makes any such payment. In no event will any payment of Plan benefits or fees by TPA be construed to oblige TPA to assume any liability of Plan Sponsor for the payment of such benefits or fees. This provision will survive the termination of this Agreement.

5. Enrollment and Determination of Eligibility.

(a) Plan Sponsor will:

- (1) respond to all routine inquiries from employees concerning enrollment in the Plan and its terms, conditions, and operations;
- (2) handle all enrollment activity using enrollment forms supplied or approved by TPA; and
- (3) notify Plan participants of their right to apply for benefits and supply them with claim forms (to be provided by TPA) and claim filing instructions.

(b) In determining any person's right to benefits under the Plan, TPA will rely upon eligibility information furnished by Plan Sponsor and the Plan and the Summary Plan Description. It is mutually understood that the effective performance of this Agreement by TPA will require that it be advised on a timely basis by Plan Sponsor of the identity of individuals eligible for benefits under the Plan. Such information will be provided promptly to TPA in a form and manner as agreed and will identify the effective date and/or termination date of eligibility, the kinds of benefits to which such individuals are entitled, and any additional information as specified by TPA. Plan Sponsor represents and warrants that its eligibility determinations will be in accordance with the terms of the Plan.

(c) Plan Sponsor acknowledges that its prompt furnishing of complete and accurate eligibility and benefit information is essential to the timely and efficient administration by TPA of claims for the Plan. If Plan Sponsor, or any party designated by Plan Sponsor, fails to provide TPA with accurate eligibility information, benefit design requirements, or other agreed-upon data, in an accessible and readable format agreed to in advance by the parties, and in the time frame and format agreed to in advance by the parties, TPA will have no liability whatsoever under this Agreement (specifically including but not limited to Section 11.d. herein) for any act or omission by TPA, or its employees, affiliates, subcontractors, agents, or representatives, which is directly or indirectly caused by such failure.

(d) Plan Sponsor will notify TPA of the termination of eligibility of any Plan participant within 60 days of the loss of eligibility. Plan Sponsor will remain responsible for all fees, charges and claims with respect to such terminated individual incurred or charged through the date of TPA's receipt of notice of termination, except that TPA will credit to Plan Sponsor administration fees charged for the shorter of (a) the 60 day period preceding the date TPA receives the notice, or (b) the period from the date of termination to the date of notice to TPA.

6. Administrative Fees. The monthly administrative fees payable to TPA for services performed under this Agreement will be calculated per the administrative fee schedule attached hereto as "Exhibit A". TPA will invoice Plan Sponsor on a Monthly basis and payment is due upon receipt. TPA will also invoice Plan Sponsor on a monthly basis for other services that may be purchased (Network Fees, Utilization Management Fees, Section 125 Fees, etc.), in accordance with the schedule set forth as Exhibit A.

7. Notice to Employees. Plan Sponsor will supply each covered employee with a summary plan description or other written notice within 60 days after the effective date of coverage which advises each individual of the benefits being provided and the extent to which such individual may be personally liable for the payment of applicable medical expenses.

8. Confidentiality. TPA and Plan Sponsor will each comply with applicable federal and state laws governing the confidentiality of personal data identifying an individual covered by the Plan, as well as corresponding medical records generated by Plan participants.

9. HIPAA Compliance. TPA will receive protected health information ("PHI") from Plan Sponsor, Plan participants, service providers and others and will use and disclose PHI in fulfilling its obligations under this Agreement. TPA agrees to use and disclose PHI in a manner consistent with HIPAA, HITECH and the Business Associate Agreement entered into with Plan Sponsor as covered entity.

10. Other Provisions.

(a) Plan Sponsor is the ERISA Plan Fiduciary and Plan Administrator. TPA is neither a fiduciary nor a trustee with respect to the Plan, and nothing in this Agreement may be construed as giving TPA the status of either a fiduciary or a trustee with respect to the Plan.

(b) TPA will be entitled to rely upon any communication reasonably believed by TPA to be genuine and to have been signed or presented by the proper party or parties. TPA will not be bound by any notice, direction, requisition, or request unless and until it has been received in writing as TPA specifies for the purposes of this Agreement. Any communication from Plan Sponsor will be sufficient if addressed to TPA and sent by mail or facsimile to TPA. Any communication from TPA will be sufficient if addressed to Plan Sponsor and sent by mail or facsimile to Plan Sponsor.

11. Liability and Indemnity.

(a) In performing its obligations under this Agreement, TPA neither insures nor underwrites any liability of Plan Sponsor under the Plan, but, with respect to Plan Sponsor and/or Plan Administrator (as that term is described in ERISA), acts only as the provider of the services described in this Agreement and, with respect to Plan participants, acts only as the agent of Plan Sponsor and/or Plan Administrator.

(b) TPA will have no duty or obligation to defend against any action or proceeding brought to recover a claim for Plan benefits. TPA will, however, make available to Plan Sponsor and its counsel, such evidence relevant to such action or proceeding as TPA may have as a result of its administration of the contested benefit determination.

(c) Plan Sponsor will indemnify and hold harmless TPA and its respective directors, officers and employees (collectively, "TPA") from and against any and all liabilities, losses, damages, costs, and expenses (including without limitation, reasonable attorney's fees) suffered or incurred by TPA in connection with the performance of services under this contract; provided, however, that Plan Sponsor will have no obligation hereunder to the extent that any such liability, loss, damage, cost or expense arises solely out of TPA's negligence or bad faith.

(d) TPA will indemnify and hold harmless Plan Sponsor and its respective directors, officers and employees (collectively, "Plan Sponsor") from and against any liabilities, losses, damages, costs, and expenses (including without limitation, reasonable attorney's fees and overpayment of benefits unrecovered pursuant to Paragraph 4(c)) suffered or incurred by Plan Sponsor in connection with TPA's performance of services while under this contract arising solely from TPA's negligent manner or bad faith.

(e) To avoid misunderstanding by third parties concerning each other's respective duties and liabilities, each party agrees not to use the other's name, logo, service marks, trademarks or other identifying information without the prior written approval of the other.

12. Governing Laws. This Agreement will be construed and enforced according to the laws of the State of Michigan.

13. Modification of Agreement. This Agreement and its exhibits constitute the entire Agreement between the parties hereto. Changes in this Agreement may be made only by mutual written agreement between TPA and Plan Sponsor. If Plan Sponsor changes the Plan in a manner which materially increases administration costs, the parties will negotiate in good faith to appropriately modify the administration fee agreement.

Upon the enactment of any law, regulation, court decision or interpretive policy of any government agency charged with enforcement of the HIPAA Privacy Rule, the parties agree to amend this Agreement in such manner as is necessary to comply with any new legal obligation or interpretation.

14. Records. TPA will maintain all employee claim files, computer data, and account records for a period of six years, or longer if required by law, and thereafter from the beginning of this Agreement. As set forth in Section 15 of this Agreement, TPA will return to Plan Sponsor all documents as indicated.

15. Termination of Agreement.

(a) Automatic.

- (1) If any state or other jurisdiction enacts a law which prohibits the continuance of this Agreement or if the existing law is interpreted by a court of competent jurisdiction to so prohibit the continuance of this Agreement, termination will be effective immediately upon giving of written notice to the other party.
- (2) The date Plan Sponsor becomes insolvent, or bankrupt, or subject to liquidation, receivership, or conservatorship; or
- (3) The termination date of the Plan (or the portion of the Plan that is the subject of this Agreement).

(b) After expiration of the first year of this Agreement, either party may cancel this contract, without cause, by giving 30 days written notice to the other party.

(c) TPA may terminate this Agreement on 30 days' notice in the event Plan Sponsor breaches any of the terms of the Agreement, including but not limited to the payment of fees under the Section 6 herein or failure of Plan Sponsor to perform its obligations.

(d) If TPA violates a material term of the HIPAA provisions in Section 9 and Business Associate Agreement, Plan Sponsor may, at its option, terminate this Agreement, with or without advance notice, and with or without an opportunity to cure the breach.

(e) Upon termination, Plan Sponsor (at its option) may choose to have TPA perform claims "run-out" (run-out represents all claims incurred but not yet reported for processing — IBNR — within the Plan Year), in accordance with the Fee Schedule set forth as Exhibit A for a 90-day period of time; followed by an additional agreed upon period of time at the rate of \$25 per processed claim.

(f) Custom reports are available at the rate of \$125.00 per hour. The following is a listing of standard reports that are available at the rate of \$100.00 per report:

1. Claims Annual Paid — Medical
2. Medical Deductible Accumulation Report
3. Flex Year-end Balance Reports (if applicable)

(g) Within 30 days of termination of this Agreement, TPA will deliver to Plan Sponsor (or its designee) the work in process and files for all unpaid claims, and other property belonging to Plan Sponsor. Plan Sponsor will pay for all reasonable shipping and other reasonable related expense.

Upon termination of this Agreement for any reason, TPA will return or destroy all PHI received from the Plan, or created or received by TPA on behalf of the Plan. This provision applies to PHI that is in the possession of subcontractors or agents of TPA. TPA will retain no copies of the PHI with the consent of Plan Sponsor. If the return or destruction of any PHI is infeasible, TPA will notify the Plan of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or

destruction of PHI is infeasible, TPA will extend the protections of this Agreement to such PHI and limit further use and disclosure of the PHI for so long as TPA maintains the PHI.

(h) In the event of termination of the Plan (or the portion of the Plan that is the subject of this Agreement) for any reason, it is the sole responsibility of Plan Sponsor to properly notify the covered employees of such termination and to advise them of their rights, if any, under applicable state and federal laws, including ERISA, and the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA").

16. Interpretation. Terms used, but not otherwise defined, in Section 9 of this Agreement and Business Associate Agreement will have the same meaning as those terms in the HIPAA Privacy Rule. Section 9 of this Agreement and Business Associate Agreement will be construed in light of any guidance on the HIPAA Privacy Rules issued by HHS or the Office of Civil Rights. Any ambiguity in this Agreement will be resolved to permit the Plan to comply with the Privacy Rule.

17. Relationship of Parties. Plan Sponsor has sole and final authority to control and manage the operation of the Plan. TPA is and will remain an independent contractor with respect to the services being performed hereunder and will not for any purpose be deemed an employee of Plan Sponsor. Nor will TPA and Plan Sponsor be deemed partners, engaged in a joint venture or governed by any legal relationship other than that of independent contractor. TPA does not assume any responsibility for the general policy design of the Plan, the adequacy of its funding, or any act or omission or breach of duty by Plan Sponsor. TPA generally provides reimbursement services only and does not assume any financial risk or obligation with respect to claims for benefits payable by Plan Sponsor under the Plan. Nothing herein will be deemed to constitute TPA as a party to the Plan or to confer upon TPA any authority or control respecting management of the Plan, authority or responsibility in connection with administration of the Plan, or responsibility for the terms or validity of the Plan. Nothing in this Agreement will be deemed to impose upon TPA any obligation to any employee of Plan Sponsor or any person who is participating in the program ("Participant").

18. Third-Parties. This Agreement will be enforceable only by the Parties hereto and no other person shall have the right to enforce any of the provisions contained herein.

19. Assignment. Neither this Agreement, nor any interest created hereby, may be assigned by TPA or Plan Sponsor without the express written consent of the other party.

20. Severability. If any term or provision of this Agreement is found to be invalid or unenforceable for any reason, it will be adjusted rather than voided, if possible, so as best to accomplish the objective of the parties to the extent possible. In any event, the remaining terms and provisions will be deemed valid and enforceable. It is expressly understood and agreed that each provision of this Agreement providing for a limitation of liability disclaimer or limitation of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provisions and to be enforced as such.

21. Waiver. The failure of either party any time to require performance by the other party of any provision hereof will not affect in any way the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. No waiver or modification of any of the terms or provisions of this Agreement will be valid unless in each instance the waiver or modification is accomplished pursuant to the modification provisions of Section 13.

22. Cooperation. Each party to this Agreement agrees to execute and deliver all documents and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated hereby.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together will constitute a single instrument.

24. Headings. Headings in the Section of this Agreement are included for convenience only and will not control the meaning or interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

ADDENDUM K NOT APPLICABLE

SECTION I: ABS'S DUTIES

ABS shall provide administrative services as a reseller of Vision Service Plan's (VSP) various vision insurance products. Specifically, ABS agrees:

- A. To enroll eligible employees and their dependents in vision coverage according to Client's eligibility rules.
- B. To provide communication materials for distribution to Client's employees of availability of networks and services under VSP coverage.
- C. To maintain vision coverage according to the plan design chosen by Client and assist Client in ensuring plan benefits are provided according to the terms of the VSP policy as summarized below.
 - a. VSP, through its Member Doctors (or through other licensed vision care providers where the Insured chooses to receive Plan Benefits from a Non-Member Provider), shall provide insureds such Plan Benefits listed in the schedule of benefits, as may be visually necessary or appropriate, subject to any limitations, exclusions, or copayments therein stated. VSP shall pay or deny claims for Plan Benefits provided to insureds, less any applicable copayment, within a reasonable time but not more than thirty (30) calendar days after VSP has received a completed claim, unless special circumstances require additional time. In such cases, VSP may obtain an extension of fifteen (15) calendar days of this time limit by providing notice to the claimant of the reasons for the extension.
 - b. ABS will provide a complete copy of the VSP vision policy certificate to Client upon request.

SECTION II: CLIENT'S DUTIES

- A. To provide each benefit eligible employee with vision plan enrollment materials and summaries of coverage.
- B. To notify and provide completed enrollment forms provided by ABS within 30 days of Client's employee enrollment effective date.
- C. To pay premiums and fees to ABS in accordance with this Agreement.

ADDENDUM L

NOT APPLICABLE

SECTION I: ABS'S DUTIES

ABS shall provide administrative services as a reseller of online benefit administration and human resources information systems (HRIS). Specifically, ABS agrees:

- A. To provide access to information technology solutions and systems for the management of employee benefits and various human resources functions available through the system chosen by Client.
- B. To assist in contracting, setup and implementation of systems.
- C. To provide instructions and education on the system to Client human resources personnel and all employees determined to need access to the system.
- D. To maintain records in accordance with HIPAA standards and detailed in Section VI of this agreement.
- E. To coordinate enrollment elections between Client and all insurance carriers identified in the system

SECTION II: CLIENT'S DUTIES

- A. To provide ABS with all data requested to setup benefit rules and structure to ensure accuracy and automation of benefits enrollment management.
- B. To provide each benefit eligible employee with instructions and educational materials to assist in utilizing the system.
- C. To direct employees to the system as the primary vehicle for benefits enrollment and changes.

ADDENDUM M
NOT APPLICABLE
Monthly Carrier Claims Audit

SECTION I: ABS'S DUTIES

ABS shall provide medical claims audit and recovery services to Client's medical plan to assess whether claims are being adjudicated correctly, in accordance with the provisions of the benefits plan, and paid only on behalf of eligible participants under the plan. To do so, ABS agrees to the following:

- A. *Services to be Provided:* In accordance with the terms and conditions of this Agreement, ABS agrees to provide medical claims audit and recovery services by conducting a regularly scheduled, focused audit of the Client's individual claims records to detect discrepancies and process corrections. Medical claims data will be obtained by ABS directly from the carrier, with the exception of a) prescription claims and b) "phantom" medical claims, which must be submitted directly to ABS by the participant.
- B. *Claims Audit Process:* In order to complete the audit review, ABS may include:
- a. Determine whether claims submitted by a provider are properly adjudicated.
 - b. Corroborate that amounts were paid in accordance with the proper benefit classification, diagnostic and procedure codes.
 - c. Validate that claims that require reviews, including pre-certification and utilization review, received appropriate evaluation.
 - d. Confirm that amounts were paid in accordance with the contract.
 - e. Confirm appropriate benefit limitations, deductibles, co-payments, coinsurance and out-of-pocket maximums were applied.
 - f. Corroborate that payments were made to the correct party.
 - g. Verify that any duplicate requests for payments were denied.
 - h. Validate coordination of benefits, including proper coordination of benefits with Medicare, and third-party liability provisions were applied as appropriate.
 - i. Verify that claim recipients were eligible for coverage at the time the claim was paid and other coverage available to the recipient was considered.
 - j. Take all reasonable steps necessary to process the correction of claims identified as incorrect, including but not limited to, contacting the provider and the participant.
 - k. Provide status reports to the Client on a frequency determined by the Client.

SECTION II: CLIENT'S DUTIES

- A. Client agrees to provide ABS with written authorization to access Client's claims data from the carrier.

ADDENDUM N
NOT APPLICABLE
Rx Generic Discount Optimization

SECTION I: ABS'S DUTIES

- A. ABS' Rx program that benchmarks generic drugs and where employees can go to get them for free. Specialty Rx copay assistance research –working with manufacturer on patient assistance discount programs.

SECTION II: CLIENT'S DUTIES

- A. To provide each benefit eligible employee with instructions and educational materials to assist in utilizing the system.

ADDENDUM O
NOT APPLICABLE

Automated Eligibility and Enrollment Reporting Services

SECTION I: ABS'S DUTIES

ABS shall provide automated eligibility and enrollment reporting services. Specifically, ABS agrees:

- A. Submit Client provided eligibility and enrollment data to [Carrier name] through use of the [Carrier's] automated eligibility and enrollment reporting tool;
- B. Notify [Carrier name] of the names of authorized personnel who will perform automated eligibility and enrollment services and of any change in authorized personnel and take reasonable actions, including, but not limited to changing logon IDs, to ensure that former authorized personnel no longer have access to the automated eligibility and enrollment reporting tool;
- C. Report to [Carrier name] any actual or suspected unauthorized use of logon IDs and passwords and to take reasonable steps to halt such use;
- D. Maintain, at its own expense, all equipment required to access the automated eligibility and enrollment reporting tool as required by [Carrier name];
- E. Comply with all [Carrier name] training requirements and processing guidelines outlined in the automated eligibility and enrollment reporting tool training manuals; and
- F. Use the automated eligibility and enrollment reporting tool and use and/or release information, reports, and summaries from the automated eligibility and enrollment reporting tool only for the purposes stated in this Addendum.

SECTION II: CLIENT'S DUTIES

- A. Ensure ABS has direct access to the [Carrier name] membership collection system as necessary to provide automated eligibility and enrollment services;
- B. Promptly provide ABS with all eligibility and enrollment information as needed for ABS to perform automated eligibility and enrollment services and ensure the quality and accuracy of all such information;
- C. Audit monthly carrier invoices for accurateness and report any discrepancies within 60 days of receipt of the invoice. ABS may, at its discretion, reimburse Client for enrollment errors that are reported to ABS within 60 days of discovery.
- D. Acknowledge the following:
 - a. If Client is a self-funded or experience rated group, eligibility records may be retroactively adjusted to the date of the event that caused the adjustment to occur, but in no event more than sixty (60) calendar days prior to such date.

- b. If Client is an area or industry rated group, eligibility records may be retroactively adjusted to the date of the event that caused the adjustment to occur, but in no event more than thirty (30) calendar days prior to such date.
 - c. If Client must comply with the Consolidated Omnibus Budget Reconciliation Act of 1985 and its regulations, as amended ("COBRA"), and therefore may make retroactive adjustments within ten (10) days from the date such COBRA beneficiaries made their first payment for health care coverage to Customer.
 - d. [Carrier name] reserves the right to reject any retroactive adjustments which are not in compliance with any applicable health care agreements between [Carrier name] and Client and/or any applicable [Carrier name] underwriting policies and procedures.
 - e. Any changes in Enrollee eligibility requiring retroactive adjustment which exceed the time frames set forth in this Addendum cannot be reported through the automated eligibility and enrollment reporting tool and will be reported by ABS using [Carrier name] procedures established for non-automated Enrollee eligibility reporting;
- E. Be solely responsible for compliance with Client's agreement with [Carrier name], including, without limitation, any premium or claims payment that were made during any retroactive adjustment period and any amounts due under Customer's agreement;
- F. Comply with all applicable laws and regulations associated with health insurance coverage that is the subject of Client's agreement with [Carrier name]; and
- G. Maintain final authority and responsibility for management and administration of Client's [Carrier name] health insurance plan as Client is the plan administrator and fiduciary as defined under applicable law.

SECTION III: LIMITED WARRANTY; DISCLAIMER

ABS represents and warrants that all automated eligibility and enrollment services provided under the provisions of this agreement shall be performed in a reasonable, workmanlike manner in accordance with industry standards. Client acknowledges it is Client's sole responsibility to provide accurate information to ABS for automated eligibility and enrollment services. ABS shall not have any liability for costs or damages resulting from inaccurate data or for data or automated eligibility and enrollment submissions that are rejected by [Carrier name]. CLIENT ACKNOWLEDGES AND AGREES THAT EXCEPT AS OTHERWISE PROVIDED IN THIS ADDENDUM, THE AUTOMATED ELIGIBILITY AND ENROLLMENT SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND THAT ABS MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AND THAT ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY ABS AND EXCLUDED. IN NO EVENT SHALL ABS, ITS INDIVIDUAL OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS, REPRESENTATIVES, SUBSIDIARIES OR ASSIGNS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, LOSSES, COSTS, CHARGES, CLAIMS, DEMANDS, FEES, OR EXPENSES OF ANY NATURE OR KIND ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM, WHETHER OR NOT ABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Benzie County
Medical Reimbursement Arrangement Plan
Plan Document
Amended October 01, 2016**

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Plan Purpose

Benzie County, whose address is 448 Court Place, Beulah MI 49617, hereby establishes the Medical Reimbursement Arrangement (MRA) Plan (the Plan) effective Saturday, November 01, 2003. For more information on the Plan Sponsor, see Administrative Facts section. This Plan is integrated with the High-Deductible Health Coverage Plan (the HDHC Plan) and shall be administered accordingly. Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Section I.

The purpose of the Plan is to allow Employees of the Employer to pay for medical services not otherwise reimbursed or reimbursable in full by any other accident or health plan and such reimbursements are intended to be eligible for exclusion from Participants' gross income under Code §105(b). This plan is intended to be an employer-provided medical reimbursement plan under Code §105 and §106 and regulations issued thereunder, and to satisfy the minimum value method of integration described in IRS Notice 2013-54 and DOL Tech Rel. 2013-3, through integration with the HDHC Plan. This Plan and the HDHC Plan shall be interpreted to accomplish these objectives.

Section I

Definitions

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context. Pronouns shall be interpreted so that the masculine pronoun shall include the feminine and the singular shall include the plural, and the following rules of interpretation shall apply in reading this instrument:

"Affiliated Company" means:

- A. any corporation which is a member of a controlled group of corporations including those within the meaning of section 1563(a) and 414(b) of the Code, determined without regard to sections 1563(a)(4) and (e)(3)(C), including the Employer;
- B. any organization under common control with the Employer within the meaning of section 414(c) of the Code;
- C. any organization which is included with the Employer in an affiliated service group within the meaning of section 414(m) of the Code; or
- D. any other entity required to be aggregated with the Employer pursuant to regulations under section 414(o) of the Code.

"Benefit Credits" means the amounts set-aside for Benefits under Section 3 and credited to the Participant's Medical Reimbursement Arrangement account.

"Benefits" means the reimbursements for medical care expenses under the Plan, as set forth in this Plan.

"Board" means the Board of Directors of Benzie County.

"Change in Status" means:

- A. A change in a Participant's legal marital status, including marriage, divorce, legal separation, annulment, or death of the Participant's spouse.

- B. An event affecting the number of the Participant's Dependents, including birth, death, adoption, and placement for adoption.
- C. A change in employment status of the Participant, his spouse or Dependents, including termination or commencement of employment (as determined under the Code Section 125 regulations); a strike or lockout; a commencement of or return from an unpaid leave of absence; a change in worksite; or a change in the employment status of the Participant, his spouse or dependent (e.g., hourly to salary, union to non-union, or full-time to part-time), that affects that person's rights under this Plan or an underlying benefit program (e.g., changing from salaried to hourly-paid, union to non-union or part-time from full-time).
- D. An event that causes a Participant's Dependent to satisfy or cease to satisfy the eligibility requirements for a particular benefit, such as attaining a specified age.
- E. A change in the residence of the Participant, his spouse or Dependent.
- F. The participant's or dependent's coverage under a Medicaid plan or under a state children's health insurance program is terminated as a result of loss of eligibility for such coverage and the participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage.
- G. The participant or Dependent becomes eligible for state premium assistance subsidy from a Medicaid plan or through a state children's health insurance program with respect to coverage under the group health plan and the participant requests coverage under the group health plan not later than 60 days after the date the participant or dependent is determined to be eligible for such assistance.
- H. Any other events included under Code Section 125, or regulations or other guidance promulgated there under relating to changes in family status. The determination of whether there is a Change in Status shall be determined by the Plan Administrator in its sole discretion, consistent with the regulations under Code Section 125.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the Internal Revenue Code of 1986, and the same as may be amended from time to time.

"Committee" means the individuals who may be appointed by the Plan Administrator to administer the process of claims review for the Plan in accordance with Section 4.

"Dependent" means: (a) a dependent as defined in Code §105(b), (b) any child (as defined in Code §152(f)(1)) of the Participant who as of the end of the taxable year has not attained age 27, and (c) any child of the Participant to whom IRS Revenue Procedure 2008-48 applies (regarding certain children of divorced or separated parents who receive more than half of their support for the calendar year from one or both parents and are in the custody of one or both parents for more than half of the calendar year). Notwithstanding the foregoing, the MRA Account will provide Benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of "Dependent."

"Effective Date" means Saturday, November 01, 2003.

"Electronic Protected Health Information" has the meaning described in 45 CFR §160.103 and generally includes Protected Health Information that is transmitted by electronic media or maintained in electronic media. Unless otherwise specifically noted, Electronic Protected Health Information shall not include enrollment/disenrollment information and summary health information.

"Eligible Employee" means any Employee who is covered under the HDHC plan and who meets the eligibility requirement set forth: Part-Time employees who work less than 30 hrs per week are ineligible for this Plan. Pre-65 Retirees are allowed in this Plan. Former employees are not allowed in this Plan.

"Eligible Medical Expense" (See "Expense" below.)

"Employee" means an individual whom the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code §414(n)) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer; (c) any self-employed individual; (d) any partner in a partnership; and (e) any more-than-2% shareholder in a Subchapter S corporation, including those deemed to be a more-than-2% shareholder by virtue of the Code §318 ownership attribution rules.

"Employer" means Benzie County and any other business organization, which succeeds to its business and elects to continue this Plan, which adopts this Plan with the consent of the Board.

"Employment Commencement Date" means the first regularly scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.

"Enrollment Form" means the form provided by the Administrator for the purpose of allowing an Eligible Employee to participate in this Plan. The form may be in electronic format.

"Enrollment Period" means the period upon becoming an eligible employee. In addition, the Plan Administrator has specified another acceptable enrollment period, which is open enrollment during the month prior to Plan Anniversary.

"Entry Date" means the first pay-period following eligibility. .

"Expense" means any amount incurred by a Participant or his or her Spouse or Dependents for medical services, as defined in Code §213 (including, for example, amounts for certain hospital and doctor bills) only to the extent that the Participant or other individual incurring the expense is not reimbursed for the expense (nor is the expense reimbursable) through the HDHC Plan, other insurance, or any other accident or health plan. If only a portion of a medical care expense has been reimbursed elsewhere (e.g., because the HDHC Plan imposes co-payment or deductible limitations), the MRA Account may reimburse the remaining portion of such expense. A medical care expense is incurred at the time the medical care or service giving rise to the expense is furnished, and not when the individual incurring the expense is formally billed for, is charged for, or pays for the medical care. Medical care expenses incurred before a Participant first becomes covered by the Plan are not eligible. "Eligible Medical Expenses" shall not include (1) health insurance premiums for individual policies or for any other group health plan (including the HDHC Plan); (2) unprescribed medicines or drugs (other than insulin), without regard to whether such medicine or drug could be obtained without a prescription. The Plan Administrator shall have sole discretion to determine, on a uniform and consistent basis, whether a particular item is a medicine or drug subject to this rule and whether the requirement of a prescription has been satisfied. Please refer to "Schedule A" for medical care expenses eligible under this plan.

"FMLA" means the Family and Medical Leave Act of 1993, as amended.

"HDHC Plan" means the Benzie County High-Deductible Health Coverage Plan.

"Highly Compensated Employee" means an individual defined under Code §105(h), as amended, as a "highly compensated individual."

"HIPAA" means the Health Insurance Portability and Accountability Act of 1997, which may be modified or amended at any time

"Key Employee" means any Employee defined as such in section 416(i)(1) of the Code.

"Maximum Benefit" means - not applicable.

"Participant" means any Eligible Employee who has met the conditions for participation set forth in Section 2, below.

"Participating Employer" means the Employer and any affiliated company, which adopts this Plan with the consent of the Board.

"Plan" means the Medical Reimbursement Arrangement Plan described herein.

"Plan Year" means The First Plan Year will begin Saturday, November 01, 2003 and ends Sunday, October 31, 2004. The subsequent Plan Year will begin Monday, November 01, 2004. The Plan Year beginning, Sunday November 1, 2014 will end Wednesday, September 30, 2015. The subsequent Plan Year will begin Thursday, October 1, 2015.

"Qualified Benefits" means each reimbursement for medical services, as described in the document.

"Qualified Medical Services" means a medical service that is considered to be medically necessary or prescribed by a licensed practitioner is eligible which was not reimbursed or not reimbursable by any other medical benefit plan, to the extent available to the Participant, and includes only those medical services that are reimbursable by the Employer's other Plans providing coverage for medical services. If coverage is provided by this Plan and under an accident and health plan providing similar benefits, the benefits of this Plan must be paid first from this Plan until all Benefit Credits are exhausted, and then from any other available accident and health plan. The eligible medical services must be supported by adequate evidence of the incurring of such and

submitted to the Employer by the Participant or his legal representative. The determination of the qualification of the medical service and the determination of the completeness of submitted request for reimbursement will rest solely on the Employer or person or persons appointed to review all claims. The consequent Employer's decision will be final.

"Reimbursement", means the actual transfer of Benefit Credits available to a Plan Participant in the Medical Reimbursement Arrangement account, by the Employer, for payment of Qualified Medical Services. The reimbursement will be in the form of a check drawn on the funds of the Employer, or in any other form as determined by the Employer.

"Retirement" means the "non-termination" of active employment with the Employer.

"Spouse" (as used in this Plan) means an individual who is treated as a spouse for federal tax purposes.

"Suspension Election Form" means the form provided by the Administrator for the purpose of allowing a Participant to suspend his or her MRA Account for a Plan Year.

Section II

Participation in the Plan

Commencement of Participation. Each Eligible Employee shall be eligible to become a Participant on his Entry Date.

Procedure for and Effect of Participation. An Eligible Employee may become a Participant in the Plan by executing and submitting a properly completed Enrollment Form, available from the Employer or Plan Administrator, and by providing such data as is reasonably required by the Employer as a condition of such participation. The Enrollment Form shall identify the Spouse and Dependents, whose Medical Care Expenses may be submitted to the MRA. The Participant must notify the Administrator within 30 days if this information changes. Each individual shall for all purposes be deemed conclusively to have consented to the provisions of the Plan and all amendments thereto.

Election to Suspend MRA Account. A Participant may elect to suspend his or her MRA Account for any future Plan Year by submitting a Suspension Election Form to the Administrator before the beginning of that Plan Year. The Participant's suspension election will remain in effect for the entire Plan Year to which it applies, and the Participant may not modify or revoke the election during that Plan Year. The Participant will not receive reimbursements for any Medical Care Expenses incurred during the Plan Year to which the suspension election applies.

If a Participant suspends his or her MRA Account for a Plan Year, the Employer will suspend contributions to the MRA Account for that Plan Year. Medical Care Expenses incurred before the beginning of the suspended Plan Year will be reimbursed during the suspended Plan Year, subject to the reimbursement procedures set forth in this plan, so long as no suspension election was in effect for the Plan Year in which such expenses were incurred.

Permanent Opt-Out. In lieu of a temporary suspension of a Participant's MRA Account, a Participant may elect to permanently opt out of and waive future reimbursements from his or her MRA Account. A Participant who makes that election will not receive reimbursements for any Medical Care Expenses incurred after the opt-out election takes effect. Medical Care Expenses incurred before the opt-out election takes effect, however, may be reimbursed during the first Plan Year to which the opt-out election applies, subject to the reimbursement procedures set forth in this plan, so long as no suspension election was in effect for the Plan Year in which such expenses were incurred.

If a Participant permanently opts out of this Plan, the Employer will also discontinue contributions to the Participant's MRA Account and the Participant will have no opportunity to resume participation in the current plan year or any future plan years.

The opportunity to make a permanent opt-out election shall be offered to each Participant at least annually. No similar offer shall be required at termination of employment because in that case the reimbursements are limited as outlined in Section III, Reimbursements.

Cessation of Participation. A Participant will cease to be a Participant as of the earlier of:

- A. the date on which the Plan terminates;
- B. the date on which he ceases to be an Eligible Employee because of a loss of coverage under the HDHC;

- C. the date on which he fails to satisfy any requirement necessary to be an Eligible Employee other than coverage under the HDHC Plan, provided that an Employee's participation may continue for purposes of COBRA coverage, as may be permitted by the Administrator on a uniform and consistent basis;
- D. the date on which a Participating Employer terminates its participation in the Plan.

Once the Eligible Employee is enrolled as a Participant, his or her participation will continue until his or her participation ceases pursuant to the above or the Participant elects to suspend or permanently opt-out. If a Plan Participant fails to complete an election form for the upcoming Plan year, then the Participant will maintain the enrollment options that were elected for the prior year, until changed by an approved Change of Status election.

Nothing in this section shall prohibit the payment of Benefits with respect to claims arising prior to the Participant's termination of participation, so long as no suspension election or permanent opt-out was in effect for the Plan Year in which such expenses were incurred.

Change in Enrollment.

An Eligible Employee, who is not enrolled, may complete an enrollment form in connection with a change of status:

When a significant coverage is no longer available resulting in a loss of coverage under this Plan, a Participant may change to another benefit option, if available, or cease enrollment.

Participants may make a change in benefit options that corresponds with changes made under an accident and health plan of the spouse's or dependent's employer including changes made under the plan of the employee's employer. The change request must be combined with adequate documentation describing the change in coverage for which the Participant or dependent is covered.

Participants may make a change in coverage to add self or dependent that loses coverage under a health plan maintained or administered by a government or educational institution.

Section III

Benefits

Benefit Credits. There shall be credited to each Participant's Medical Reimbursement Arrangement account those Benefit Credits that correspond to the amount of the Employer's funding for the complete Plan Year or for such partial Plan Year, as shown by the amounts set forth on Schedule A attached hereto, and as may be revised by the Employer from time to time. The amount of Benefits actually provided to or for the benefit of any Participant shall be a charge to the balance of his Medical Reimbursement Arrangement account.

Election of Benefits. participant will select between the two optional benefit plan tiers of coverage: a.) Single Employee Only, and b.) Family Benefits. Selection of the proper option will be completed on the enrollment form.

Coordination of Benefits. The MRA may only pay Eligible Medical Expenses not previously reimbursed or for which you will not seek reimbursement from any other accident or health plan, cafeteria plan, or health insurance. If an Eligible Medical Expense is payable or reimbursable from another source, that other source must pay or reimburse prior to payment or reimbursement from the MRA. If only a portion of an Eligible Medical Expense is reimbursable by another health plan (e.g., because of copayment or deductible requirements), the MRA can reimburse the remaining portion of the expense if it otherwise meets the requirements of the MRA. However, if Eligible Medical Expenses are covered by both MRA and by a health flexible spending account (health FSA), the MRA will pay first, exhausting all available MRA Credits, before the health FSA may provide reimbursement.

Nature of Participant Medical Reimbursement Arrangement account. No money shall actually be allocated to any Reimbursement Account; any such Reimbursement Account shall be of a memorandum nature, maintained by the Plan Administrator for accounting purposes, and shall not be representative of any identifiable Trust assets. No interest will be credited to or paid on amounts credited to a Medical Reimbursement Arrangement account.

Provision of Benefits. The Employer shall provide such Benefits as the Participant has elected under the Plan, in such amounts as do not exceed the amount indicated on the Schedule A of this Plan, and subject to Employer contributions from time to time. Such Benefits shall be subject to the provisions of this Plan, the Summary Plan Description, contract, or other arrangement setting forth the further terms and conditions pursuant to

which such Benefits are provided. No amount shall be applied to provide Benefits under this Plan if such amount would exceed the balance of the Participant's Benefit Credits in the Medical Reimbursement Arrangement account.

Additional Benefits. If at the end of any Plan Year where there remains any unused Benefit Credits to the Participant's Medical Reimbursement Arrangement account, such total benefit credits will not be carried forward into the following Plan Year and will be forfeited.

Revocation and Modification of Elections.

- A. Once an Eligible Employee has elected Benefits under the Plan and the Plan Year has begun, he may not amend or revoke his election of Benefits, unless there is a Change in Status or as may otherwise be permitted under this Section 3. The revocation of a designation of Benefits and election of new Benefits may be made by an Eligible Employee only if both the revocation of existing designation of Benefits and election of new Benefits are made on account of and consistent with the previously described Change in Status (except for coverage under COBRA as defined in Section 5.)
- B. Change in Coverage.

A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the employer of the Participant's spouse, former spouse, or Dependent's employer, if (a) the accident and health plan in which the spouse, former Spouse, or Dependent participates permits its participants to make an election change that would be permitted under Treasury regulation Section 1.125-4(b) through (g); or (b) the Participant's plan year period of coverage is different from the plan year period of coverage under the cafeteria plan or benefit plan of the plan in which the Spouse, former Spouse or Dependent participates.

Where there is a judgment, decree, or order ("Order") resulting from a Participant's divorce, annulment, legal separation, or change in custody, (a) a Participant's election under this Plan may be changed to provide coverage for a Dependent who is the Participant's child if the Order requires such coverage, and (b) coverage of the Dependent who is the Participant's child may be revoked or changed if the Order requires someone other than the Participant to provide such coverage.

If a Participant, his spouse or Dependent is entitled to special enrollment rights under a group health plan, as required by Code Sec. 9801(f) (i.e., HIPAA), then a Participant may revoke a prior election for coverage under this Plan and make a new election, provided that the election corresponds with such special enrollment rights under the group health plan.

A Participant entitled to make a new election under this Section 3 must do so within 30 days of the event or within 60 days of the Change of Status events (f) & (g) outlined in Section 1 above. Any such election shall apply for the balance of the Plan Year in which the election is made unless a subsequent event (described in this Section 3) occurs.

Reimbursements. Except as otherwise provided in this plan, contract or arrangement established to provide Benefits of this Plan, reimbursement of Expenses shall be made at such time and in such amounts as are evidenced by submitted proof of incurring an eligible medical expense by the Employer or by any administrator appointed by the Employer, provided sufficient Benefit Credits are available in the account of the Participant. No payment may be made for any medical expense incurred by the Participant before the Participant's effective date of coverage or incurred on or after the date of actual termination of participation. However, a terminated Participant (or the Participant's estate) may claim reimbursement for any Eligible Medical Expenses incurred during the period from the beginning of the calendar year through the date of termination of participation, provided that the Participant (or the Participant's estate) files a claim within 90 days of the termination. Any reimbursements from the MRA Account for Eligible Medical Expenses incurred after the date of termination will be made pursuant to a COBRA election. Provisions for reimbursement of expenses by the Employer will be determined by the Employer who is the sole source of payment of benefits.

Nondiscrimination. Benefits under the Plan shall not discriminate in favor of Highly Compensated Employees nor shall the aggregate cost of the Benefits provided to Key Employees exceed 25% of the aggregate of such cost for the Benefits provided to all Employees under the Plan. The Employer may limit or deny any Employee's participation in the Plan to the extent necessary to avoid any such discrimination due to actuarial error in rate calculation.

Termination of Employment. An Employee who retires during a Plan Year in which he participates in this Plan may continue to be an active Participant in the Plan during the period of continuous participation in the Employers Flexible Benefit Plan or Employer's other Sec. 125 Accident & Health Plan.

Employer elects NOT to allow continuation of any participant upon termination of employment. COBRA Continuation is available for such participant.

Forfeiture. If the total Benefit Credits paid or reimbursed to a Participant with respect to any Plan Year are less than the Benefit Credits allocated, the unused portion shall be forfeited 90 days following an Employee's date of termination of employment or participation in the plan. No payment may be made for any medical expense incurred by the Participant after the date of actual termination of participation.

Participation Following Termination of Employment or Loss of Eligibility. If a Participant terminates his or her employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired within 30 days of the date of the termination of employment, the resulting break in employment will be disregarded for purposes of determining whether the Employee is an Eligible Employee, and the rehired Employee will be reinstated with the same MRA Account balance that such individual forfeited at termination, provided the individual is enrolled in the HDHC Plan and meets the other requirements to be an Eligible Employee (disregarding the break in employment). If an Employee (whether or not a Participant) terminates employment and is not rehired within 30 days or ceases to be an Eligible Employee for any other reason for more than 30 days (including, but not limited to, a reduction in hours or loss of HDHC Plan coverage), the Employee's service before his or her loss of Eligible Employee status will not be taken into account when determining whether the Employee has regained Eligible Employee status, so the Employee will be required to complete the waiting period before again becoming eligible to participate in the Plan.

Participation While on FMLA Leave. Notwithstanding any provision to the contrary in this Plan, if a Participant takes an unpaid leave of absence under the Family and Medical Leave Act of 1993 ("FMLA Leave"), then to the extent required by FMLA, the Employer will continue to maintain the Participant's Benefits on the same terms and conditions as if the Participant were still an active Eligible Employee.

Uniformed Service Under USERRA. A Participant who is absent from employment with the Employer on account of being in "uniformed service", as that term is defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), will continue participation in the Plan. The coverage period shall extend for the lesser of 24 months or until the Participant fails to apply for reinstatement or to return to employment with the Employer. Benefit Credits remaining at the time active employment ceases may be used as provided in the Plan except that no qualified medical expense will be considered for reimbursement when the cost of the medical service was available for payment or coverage by any other accident and health plan to which the Participant is entitled. All unused Benefit Credits remaining in the Medical Reimbursement Arrangement account will be held in the account until such time as the Employee returns to active employment, and then be available for reimbursement for Qualified Medical Expense. If such participant returns to active employment before the expiration of the 24-month period indicated above, the participant will be reinstated, provided the former participant also is reinstated in the Employer's accident and health plan coincidentally, and in the same manner as existed before the FMLA Leave commenced. The Employer will provide such Benefit Credits that would normally be provided to such Participant during the remainder of the current Plan Year. The manner in which such Benefit Credits are applied to the Participant's account shall be determined by the Employer or Plan Administrator in its sole discretion.

Non-FMLA and Non-USERRA Leaves of Absence. If a Participant goes on a leave of absence (paid or unpaid) that is not subject to the FMLA or USERRA, the Participant will be treated as having terminated participation, as described above under Section II.

Claims Appeals. Participants have a right to appeal claim payment determinations. If Participants disagree with any claim payment determination, then said Participant must submit proof that a claim for benefits is covered and payable under the Plan's provisions; including (a) all facts and theories supporting the claim, and (b) a statement within the referenced Plan provision. If the participant does so, it may be that some or the entire claim will be payable under the Plan. This Plan allows for two appeals of an adverse benefit determination. Each appeal provides full and fair review of an adverse determination. Participant will be provided free of charge with a complete description of the Plan's review procedures and the applicable time limits by contacting the Plan Administrator. Briefly, the claimant may file an appeal within 180 days following receipt of this notice, which must be in writing and addressed as follows: 44North, 1406 N. Mitchell Street, Cadillac, MI 49601, Attn: Claims Appeals. If participant provides the Plan with all information needed to address the appeal, the Plan will respond to the appeal not later than 60 days after receipt of the appeal. Participants are entitled to receive, free of charge upon request, reasonable access to, and copies of, all documents, records and other information relevant to a claim for benefits. If Participants receive an adverse benefit determination following the final appeal, Participants have the right to bring a civil action. An external review process shall be provided as legally required.

Section IV

Administration

Enrollment. An Eligible Employee may request Participation in the Plan by completing the Enrollment Form supplied by the Employer or Plan Administrator. No Eligible Employee may enroll in this Plan unless and until he concurrently enrolls at the same time, in the Employer's accident and health plan.

Administrator. The Employer shall be the Plan Administrator.

Plan Year. The First Plan Year will begin Saturday, November 01, 2003 and ends Sunday, October 31, 2004. The subsequent Plan Year will begin Monday, November 01, 2004.

Name of Plan and Employer Plan Identification Numbers. The Name of this Plan is Benzie County Medical Reimbursement Arrangement Plan

The Employer Identification Number (EIN) assigned to Benzie County by the Internal Revenue Service (IRS) is 38-6004838. The Plan Number (PN) assigned to the Flexible Benefit Plan by the Employer is 501.

Service of Legal Process. Benzie County, the Employer, has designated the Plan Administrator as its agent for service of legal process in connection with claims under the Plan. Such process may be served on the Employer by directing the process to the Plan Administrator indicated above.

Classification and Funding. The Plan is classified as a Code Section 105 and Section 106 Plan by the Internal Revenue Service. It includes a section 105 Health Flexible Spending Account, (herein called "Medical Reimbursement Arrangement Plan") classified by the Department of Labor as a "welfare plan and promulgated under the rules of Department of the Treasury Revenue Ruling 2002-41 and Internal Revenue Notice 2002-45.

The Employer funds the full amount of the MRA Accounts. There are no Participant contributions for Benefits under the Plan, except as provided in the case of COBRA coverage. Under no circumstances will the Benefits be funded with salary reduction contributions, employee contributions (e.g., flex credits) or otherwise under a cafeteria plan, nor will salary reduction contributions or employer contributions be treated as Employee contributions to the Plan.

The benefits provided under the Medical Reimbursement Arrangement Plan are not insured. In the event the Plan or Plan Sponsor does not pay medical expenses that are eligible for payment under the plan for any reason, the participant may be responsible for the expenses.

Third Party Administrator. The Plan may from time to time employ the services of a Third Party Administrator (TPA) for designated Plan administration, or other qualified professionals for Plan services, under the direction of the Plan Administrator.

The Plan has contracted with a TPA to administer benefits and process claims. The TPA merely processes claims and does not insure that any medical expenses of individuals covered by the Plan will be paid. Complete and proper claims for benefits made by participants covered by the Plan will be promptly processed; however, in the event there are delays in processing claims, plan participants have no greater rights to interest or other remedies against the TPA except those permitted by law.

Named Fiduciary. The Employer shall be the named fiduciary responsible for administration of the Plan. The Employer may, however, delegate any of its powers or duties under the Plan in writing to any person or entity. The delegate shall become the fiduciary for only that part of the administration, which has been delegated by the Employer, and any references to the Employer shall instead apply to the delegate. However, if the employer assigns any of the Employer's responsibility to an Employee, it will not be considered a delegation of Employer responsibility but rather how the Employer internally is assigning responsibility.

Rules of Administration. The Plan Administrator is charged with the administration of the Plan and has certain discretionary authority with respect to the administration of the Plan. It is the principal duty of the Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them. The Plan Administrator has the discretionary authority to construe and interpret the Plan in order to make eligibility and benefit determinations as it may determine in its sole discretion. The Plan Administrator also has the discretionary authority to make factual determinations as to whether any individual is entitled to receive any benefits under the Plan. The Plan Administrator shall adopt such rules for administration of the Plan as it considers desirable, provided they do not conflict with the Plan, and may construe the Plan, correct defects, supply omissions and reconcile inconsistencies to the extent necessary to effectuate the Plan, and such action shall be conclusive. The Plan Administrator shall prescribe procedures to be followed and the forms to be used by Employees and Participants to enroll and submit claims pursuant to this Plan and has the authority to request and receive from all Employees and Participants such information as the Administrator shall from time to time determine to be necessary for the proper administration of this Plan. Records of administration of the Plan shall be kept, and Participants and their beneficiaries may examine records pertaining directly to themselves.

Services to the Plan. The Employer may contract for legal, actuarial, investment advisory, medical accounting, clerical and other services to carry out the provisions of the Plan. The costs of such services and other administrative expenses shall be paid by the Employer.

Funding Policy. Each Participant's benefits under the Plan shall be paid from Employer's general assets. Nothing in the Plan shall be construed to require Employer or the Plan Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid. The Account is Pre-Funded by the Employer and funds are held in the Trust Account Sponsored by the Employer.

Claims Procedure.

- A. The Plan Administrator will set up a Medical Reimbursement Arrangement account for you from which participating employees may be reimbursed for medical expense incurred. The method of substantiating the medical expenses you are required to pay will be determined by the Plan Administrator.

Within 30 days after receipt by the Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Eligible Medical Care Expenses (if the Administrator approves the claim), or the Administrator will notify the Participant that his or her claim has been denied. The 30-day time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a reimbursement claim is incomplete. The Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days in which to complete an incomplete reimbursement claim.

Claims Substantiation. A Participant who seeks Benefits may apply for reimbursement by submitting an application in writing to the Administrator in such form as the Administrator may prescribe, by no later than March 31st following the close of the Calendar Year in which the Medical Care Expense was incurred, setting forth-

- the individual(s) on whose behalf Medical Care Expenses have been incurred;
- the nature and date of the Medical Care Expenses so incurred;
- the amount of the requested reimbursement; and
- a statement that such Medical Care Expenses have not otherwise been reimbursed and are not reimbursable through any other source, and that Health FSA coverage, if applicable, for such Medical Care Expenses has been exhausted.

The application shall be accompanied by the HDHC Explanation of Benefits (EOB) along with bills, invoices, or other statements from an independent third party (e.g., a hospital, physician, or pharmacy) showing that the Medical Care Expenses have been incurred and the amounts of such Medical Care Expenses, together with any additional documentation that the Administrator may request. Except for the final reimbursement claim for a Period of Coverage, no claim for reimbursement may be made unless and until the aggregate claims for reimbursement total at least \$5.

An Explanation of Benefits (EOB) will be generated for each claim processed, including but not limited to claims paid, claims adjusted and claims denied. The EOB will be sent by first class mail, or email if Direct Deposit is elected or retrieved via the Member Portal on the Internet if there has been an election for paperless EOBs.

If a Participant believes he has not been reimbursed in accordance with the Plan or has not been advised of his Benefits, he may submit a written request to the Plan Administrator to provide either an explanation of how Benefits are reimbursed or further information of his Benefits. The Plan Administrator must respond to such a request within a reasonable time. Additionally, the Plan Administrator will provide to every claimant, who is denied a claim for Benefits, a written notice stating in a format determined to be understood by the claimant:

- (A) the specific reason or reasons for the denial;
- (B) specific reference to pertinent plan provisions on which the denial is based;
- (C) a description of any additional material or information necessary for the claimant to perfect the claim, and an explanation of why such material or information is necessary; and
- (D) an explanation of the claim review procedure set forth in Paragraph B., below.

Such notice will be given within 30 days after the claim is received by the Claim Administrator (or within 45 days, if special circumstances require an extension of time for processing the claim, and if written notice of such extension and circumstances is given to such person within the initial 30-day period). If such notification is not given within such period, the claims will be considered denied as of the last day of such period, and such person may then request a review of his claim, as set forth in subsection B., below.

- B. Within 180 days of receipt by a claimant of a notice denying a claim under Paragraph A., the claimant or his duly authorized representative may request in writing a full and fair review of the claim by the Plan Administrator, or by the Committee which may be appointed by the Employer for that purpose. The Claim Administrator or Committee may extend the 180-day period where the nature of the Benefit involved or other attendant circumstances make such extension appropriate. In connection with such review, the claimant or his duly authorized representative may review pertinent documents and may submit issues and comments in writing. The Claim Administrator or committee shall make a decision promptly, and not later than 60 days after the Plan Administrator's receipt of a request for review. The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, and specific references to the pertinent Plan provisions on which the decision is based. If the decision on review is not made within such period, the claim will be considered denied.

Overpayments or Errors. If it is later determined that the Participant and/or the Participant's Spouse or Dependent(s) received an overpayment or a payment was made in error, whether it is due to a mistake as to the eligibility of participation or the allocations made to your MRA or an adjustment made by the HDHC, you will be required to refund the overpayment or erroneous reimbursement to the MRA Plan.

If the overpayment or erroneous payment is not refunded, the MRA Plan and the Employer reserve the right to offset future reimbursement equal to the overpayment or erroneous payment or, if that is not feasible, to withhold such funds from your compensation.

Nondiscriminatory Operation. All rules, decisions and designations by the Employer, Claim Administrator, and each Committee under the Plan shall be made in a nondiscriminatory manner, and persons similarly situated shall be treated alike.

Liability of Administrative Personnel. Neither the Employer nor any of its Employees shall be liable for any loss due to an error or omission in administration of the Plan unless the loss is due to the gross negligence or willful misconduct of the party to be charged or is due to the failure of the party to be charged to exercise a fiduciary responsibility with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

THE FOLLOWING DESCRIBES HOW MEDICAL INFORMATION ABOUT PLAN PARTICIPANTS MAY BE USED AND DISCLOSED AND HOW PLAN PARTICIPANTS CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

As a Health Plan subject to HIPAA, the plan shall comply with the standards for privacy of protected health information as set forth in the Privacy Rule, the security standards for the protection of Electronic PHI as set forth in the Security Rule, and the notification requirements for Breaches of Unsecured PHI under the Breach Notification Rule.

The Protected Health Information (PHI) provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its regulations ("Rules") and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH") include privacy protections impacting handling of the group health plan medical or financial information that could identify an individual.

Protected Health Information (PHI) is information created or received by plans subject to HIPAA that relates to the past, present or, future individual's physical or mental health condition (including genetic information as provided under the Genetic Information Nondiscrimination Act), the provision of health care to an individual, or payment for the provision of health care to an individual. Typically, the information identifies the individual, the diagnosis, and the treatment or supplies used in the course of treatment. It includes information held or transmitted in any form or media, whether electronic, paper, or oral.

The Protected Health Information (PHI) provisions of HIPAA and its rules include privacy protections impacting group handling health plan medical or financial information that could identify an individual. Individually identifiable information is protected whether it is in electronic, paper or oral format. The HIPAA rules give individuals control over health and financial information related to their health care. PHI may be used only for limited purposes without consent, and in many situations only upon individual authorization. Regarding their own PHI, they have the right to:

- A. Object to using information;
- B. Gain access to information;
- C. Change information; and
- D. Obtain an accounting of any information disclosures.

An underlying principle of the rules is that the "minimum necessary" disclosure should be the standard when using or disclosing information in the normal course of treatment, payment or health plan operations.

Participants in this plan are guaranteed access to their PHI and have the right to: (1) copy and amend health information; (2) receive an accounting of PHI uses; and (3) receive notices of health plans' privacy practices. Individuals have the right to request that PHI use and disclosure be restricted even for treatment and payment purpose.

Certification Requirement

The MRA shall disclose PHI, including Electronic PHI, to Authorized Employees of the Employer only upon receipt of a certification by the Employer that the Employer agrees:

- A. not to use or further disclose PHI other than as permitted or required by the Privacy Policy or as required by law;
- B. to take reasonable steps to ensure that any agents to whom the Employer provides PHI or Electronic PHI received from the Plan agree: (1) to the same restrictions and conditions that apply to the Employer with respect to such PHI; and (2) to implement reasonable and appropriate security measures to protect such Electronic PHI;
- C. not to use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer other than another Health Plan;
- D. to report to the Plan any use or disclosure of PHI, including Electronic PHI, that is inconsistent with the uses or disclosures, or any Security Incident, of which the Employer becomes aware;
- E. to make available PHI for inspection and copying in accordance with 45 CFR §164.524;
- F. to make available PHI for amendment, and to incorporate any amendments to PHI, in accordance with 45 CFR §164.526;
- G. to make available PHI required to provide an accounting of disclosures in accordance with 45 CFR §164.528;
- H. to make its internal practices, books, and records relating to the use and disclosure of PHI and Electronic PHI, received on behalf of the Plan, available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Rule, the Breach Notification Rule, or the Security Rule;
- I. if feasible, to return or destroy all PHI and Electronic PHI received from the Plan that the Employer still maintains in any form and retain no copies of such PHI and Electronic PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of PHI infeasible and Electronic PHI;
- J. to take reasonable steps to ensure that there is adequate separation between the Plan and the Employer's activities in its role as Plan sponsor and employer, and that such adequate separation is supported by reasonable and appropriate security measures; and
- K. to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that the Employer creates, receives, maintains, or transmits on behalf of the Plan.

Electronic Data Security Obligations

To the extent the Plan maintains electronic PHI, the Plan will:

- A. Reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the Employer on behalf of the Plan as required by the HIPAA Security Rules;
- B. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that the Employer creates, receives, maintains, or transmits on behalf of the Plan;
- C. Ensure that the separation is supported by reasonable and appropriate security measures;
- D. Ensure that any agents, including subcontractors, to whom it provides electronic PHI agree to implement reasonable and appropriate security measures to protect the electronic PHI; and
- E. Report to the Plan any security incident involving PHI including any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations of which it becomes aware.

Permitted Uses and Disclosures

The Plan places restrictions on the Employer's use or disclosure of PHI received from the plan or an insurer. Insurers may determine what information will be available to the Plan.

Only Authorized employees shall be permitted to use, disclose, create, receive, access, maintain, or transmit PHI or Electronic PHI on behalf of the Plan. The use or disclosure of PHI or Electronic PHI by Authorized employees shall be restricted to the Plan administration functions that the Employer performs on behalf of the Plan.

The HIPAA Plan may disclose PHI to the Authorized employees of the Plan Sponsor only for limited purposes as defined in the HIPAA Privacy Rules. The Authorized employees may access, request, receive, use, disclose, create, and/or transmit PHI only to perform certain permitted and required functions on behalf of the plan and agree to use and disclose PHI only as permitted or required by HIPAA. This includes:

- A. Plan's own Payment and Health Care Operations functions including;
 - a. Enrollment of eligible individuals;
 - b. Eligibility determinations;
 - c. Payment for coverage;
 - d. Claim payment activities;
 - e. Coordination of benefits; and
 - f. Claims appeals.
- B. Another HIPAA Health Plan's Payment and Health Care Operations functions;
- C. Disclosures to a health care provider, as defined under 45 CFR §160.103, for the health care provider's treatment activities;
- D. Disclosures to the Employer, acting in its role as Plan sponsor, of (1) summary health information for purposes of obtaining health insurance coverage or premium bids for HIPAA Health Plans or for making decisions to modify, amend, or terminate a HIPAA Health Plan; or (2) enrollment or disenrollment information;
- E. Disclosures of a Participant's, Spouse's, or Dependent's PHI to the Participant or the Dependent or his or her personal representative, as defined under 45 CFR §164.502(g)
- F. Disclosures to a Participant's, Spouse's, or Dependent's family members or friends involved in the Participant's, Spouse's, or Dependent's health care or payment for the Participant's, Spouse's, or Dependent's health care, or to notify a Participant's, Spouse's, or Dependent's family in the event of an emergency or disaster relief situation;
- G. Uses and disclosures to comply with workers' compensation laws;
- H. Uses and disclosures for legal and law-enforcement purposes, such as to comply with a court order;
- I. Disclosures to the Secretary of Health and Human Services to demonstrate the Plan's compliance with the Privacy Rule, Security Rule, or Breach Notification Rule;
- J. Uses and disclosures for other governmental purposes, such as for national security purposes;
- K. Uses and disclosures for certain health and safety purposes, such as to prevent or lessen a threat to public health, to report suspected cases of abuse, neglect, or domestic violence, or relating to a claim for public benefits or services;
- L. Uses and disclosures to identify a decedent or cause of death, or for tissue donation purposes
- M. Uses and disclosures required by other applicable laws
- N. Uses and disclosures pursuant to the Participant's authorization that satisfies the requirements of 45 CFR §164.508
- O. Enrollment of eligible individuals;
- P. Eligibility determinations;
- Q. Payment for coverage;

The Plan will meet the minimum necessary uses and disclosures provisions of HIPAA for PHI. However, the minimum necessary provisions *do not apply* to the following:

- A. Disclosures to or request by a health care provider for treatment purposes;
- B. Disclosures to the individual who is the subject of the information;
- C. Uses or disclosures made based on an authorization requested by the individual;
- D. Uses or disclosures required for compliance with HIPAA's transaction standards (see 813);
- E. Disclosures to HHS when the rule requires the disclosure of information for enforcement purpose; and
- F. Uses or disclosures that are required by other laws.

Any uses or disclosures for which the covered entity has a valid authorization are exempt.

The Plan will require any agents, including subcontractors, to whom it provides PHI to agree to the same restrictions and conditions that apply to the Company or Plan sponsor with respect to such information. The Company or Plan sponsor will report to the Plan any use or disclosure of PHI it knows is other than as permitted by the Plan and HIPAA Regulations.

Marketing

The group health plan(s) and other covered entities, as defined by HIPAA, will not use or disclose PHI for marketing purposes without the individual's authorization, except for face-to-face communications with the individual or promotional gifts of nominal value.

Communications that are part of treatment or are about a plan's benefits, services or operations are excluded from the definition of marketing, even if they promote the use or sale of a service or product. Specifically excluded from the definition of marketing communications about:

- A. Participating providers and health plans in a network, the services offered by a provider or the benefits covered by a health plan;
- B. Treatment of the individual; and
- C. Case management or care coordination for the individual, or directions or recommendations for alternative treatments, therapies, health care providers or settings of care to that individual.

This health plan is not engaging in marketing when it advises enrollees about other available health coverage that could enhance or substitute for existing health coverage. For example, if a child is about to age out of coverage under a family policy, the plan may send the family information about continuation coverage for the child. This exception does not extend to excepted benefits under HIPAA, such as accident-only policies or auto medical liability, nor to other lines of insurance.

It is not marketing for this plan to communicate about health-related products and services available only to plan enrollees or members that add value to but are not part of a plan of benefits. To qualify for this exclusion, the communication must meet two conditions:

- A. It must be health-related. For example, offers of discounts for eyeglasses may be considered part of plan benefits. This exclusion appears to include wellness programs that offer incentives to adopt healthy lifestyle behaviors.
- B. It must offer an added value of plan membership and not merely be a pass-through of a discount or item available to the public at large.

For marketing activities permitted by an authorization, if there is remuneration, the marketing material must state that the entity making the communication is being paid by another entity.

Underwriting

An insurer that receives protected group health plan information for underwriting, premium rating and other similar purpose – and that coverage is not placed with the insurer- cannot use or disclose the information for any purpose other than as required by law.

Verification

In any disclosure other than those allowing the individual to agree or object, verification of the identity of anyone requesting PHI who is not known to the health plan or other covered entity must first occur.

If disclosure is conditional on documentation or statements from the person seeking PHI, that documentation or statement must be obtained before the PHI can be disclosed.

Breach Notification

Following the discovery of a Breach of unsecured PHI, the Plan shall notify each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed as a result of a Breach, in accordance with 45 CFR §164.404, and shall notify the Secretary of Health and Human Services in accordance with 45 CFR §164.408. For a breach of unsecured PHI involving more than 500 residents of a State or jurisdiction, the Plan shall notify the media in accordance with 45 CFR §164.406. "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified in regulations or other guidance issued by the Secretary of Health and Human Services.

Section V

Continuation of Coverage

In General. The following provisions shall apply to Benefits provided to Eligible Employees and their dependents under the Plan, but only to the extent that the Benefits selected pertain to health care and medical coverage. This coverage shall be continued pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (P.L. 99-272) Title X (COBRA).

Continuation of Coverage. To the extent required by COBRA, a qualified beneficiary who would lose coverage under this Plan as a result of a qualifying event is entitled to elect continuation coverage within the election period under this Plan. Coverage provided under this provision is on a contributory basis. No evidence of good health will be required.

Except as otherwise specified in an election, any election by a qualified beneficiary who is a covered employee or spouse of the covered employee will be deemed to include an election for continuation coverage under this provision on behalf of any other qualified beneficiary who would lose coverage by reason of a qualifying event.

If this Plan provides a choice among the types of coverage under this Plan, each qualified beneficiary is entitled to make a separate selection among such types of coverage (i.e. single, family, etc.).

Employer elects NOT to allow continuation of any participant upon termination of employment. COBRA continuation is available for such participant.

Type of Coverage. Continuation coverage under this provision is coverage which is identical to the coverage provided under this Plan to similarly situated beneficiaries under this Plan with respect to whom a qualifying event has not occurred as of the time coverage is being provided. If coverage under this Plan is modified for any group of similarly situated beneficiaries, the coverage shall also be modified in the same manner for all qualified beneficiaries under this Plan in connection with such group.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

Coverage Period. The coverage under this provision will extend for at least the period beginning on the date of a qualifying event and ending not earlier than the earliest of the following:

- A. in the case of a terminated Employee (except for gross misconduct) or a covered Employee whose hours have been reduced, except as provided in B. and C. below, and his covered dependents, the date which is 18 months after the qualifying event;
- B. in the case of a qualified beneficiary disabled during the first 60 days following the covered Employee's termination (except for gross misconduct) the date which is 29 months after the qualifying event, provided the qualified beneficiary provides the Plan Administrator with notice of Social Security disability determination within 60 days of the disability determination and within 18 months of the qualifying event; Note: The right to the disability extension may be terminated if the SSA determines that the disabled qualified beneficiary is no longer disabled. The qualified beneficiary receiving the disability extension is required to notify the Plan Administrator if the SSA makes such a determination, and you must provide this notice within the 30-day period after the SSA makes such a determination. Such a notice is to be in writing and delivered in person or mailed to the Plan Administrator.
- C. in the case of a terminated Employee (except for gross misconduct) or covered Employee whose hours have been reduced, and the employee became entitled to Medicare less than 18 months before the qualifying event, for the covered dependents, the date which is 36 months after the date of Medicare entitlement.
- D. in the case of a second qualifying event, which includes the death of a covered employee, the divorce of a covered employee and spouse, or a loss of dependent status under the plan, which occurs during the 18-months after the date that a covered Employee is terminated (except for gross misconduct) or the date that a covered Employee's hours are reduced, you may become entitled to an 18-month extension (giving a total maximum period of 36 months of continuation coverage). The affected individual is entitled to this continuation coverage period only if it would have caused loss of coverage under the plan, in the absence of the first qualifying event. The affected individual is required to notify the Plan Administrator in the same manner as Section B Above.
- E. in the case of any qualifying event except as described in A., B., and C. above, the date which is 36 months after the date of the qualifying event;
- F. the date on which the Employer or a Participating Employer, if any, ceases to provide any group health plan to any Employee;
- G. the date on which the qualified beneficiary fails to make timely payment of the required contribution pursuant to this provision;
- H. the date on which the qualified beneficiary first becomes, after the date of the election, covered under any other group health plan as an employee or dependent, or otherwise becomes entitled to benefits

under Title XVIII of the Social Security Act (Medicare). However, if the other group health plan has a preexisting condition limitation, coverage under the Plan will not cease while such preexisting condition limitation under the other group plan remains in effect (taking into account, for plan years commencing after June 30, 1997, prior creditable coverage under the portability rules of the Health Insurance Portability and Accountability Act of 1996). In no event will coverage continue longer than the coverage period as set forth in this Section.

- I. The right of continuation coverage under the Plan may be terminated prior to the end of the continuing coverage period if the individual engages in conduct that would justify the plan in terminating coverage of a similarly situated participant or beneficiary.
- J. The Plan Administrator is required to give notice of Unavailability of Continuation Coverage should the rights of continuation coverage be denied or terminated. This Notice of Unavailability of Continuation Coverage will state the specific reason for denial of the claim for continuation coverage. The individual will be notified of the date the coverage will terminate, and the reason for termination and the rights the qualified beneficiary may have under the plan or applicable law, or to elect alternative group or individual coverage, such as a right to convert to an individual policy.

Contribution.

- A. A qualified beneficiary shall only be entitled to continuation coverage provided such qualified beneficiary pays the applicable premium required by the Employer or a participating Employer in full and in advance, except as provided in B. below. Such premium shall not exceed the requirements of applicable federal law. A qualified beneficiary may elect to pay such premium in monthly installments. The election notice will contain complete information as to the amount of the premium required.
- B. Except as provided in C. below, the payment of any premium shall be considered to be timely if made within 30 days after the date due, or within such longer period of time as applies to or under this Plan.
- C. Notwithstanding A. and B. above, if an election is made after a qualifying event during the election period, this Plan will permit payment of the required premium for continuation coverage during the period preceding the election to be made within 45 days of the date of the election.
- D. Certain individuals may be eligible for a Federal Income tax credit as a result of the Trade Adjustment Assistance Reform Act of 2002 (HCTC). This tax credit helps pay for the premium of continuation coverage. An individual who loses a job due to the effect of international trade may be entitled to this tax credit (payable in some cases directly to the employer to offset the cost of the premium) and qualify for trade adjustment assistance. Those receiving pension payments from the Pension Benefit Guaranty Corporation (PBGC) may become entitled to the tax credit as well. If you become entitled to this tax credit, contact HCTC Customer Contact Center at 1-866-628-4282.

Notification by Qualified Beneficiary. Each covered Employee or qualified beneficiary must notify the Employer or a participating Employer of the occurrence of a divorce or legal separation of the covered Employee from such covered Employee's spouse, and/or the covered Employee's dependent child ceasing to be a dependent child under the terms of this Plan within 60 days after the date of such occurrence.

Keep you Plan Informed of Address Changes. In order to protect you and your family's rights, you must keep the Plan Administrator informed of any changes in the addresses of yourself and/or family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Notification Procedure. Any notice that you provide must be in writing addressed to the employer. Oral notice, including notice by telephone, is not acceptable. Electronic notices (email or fax) are not acceptable. Your notice must be complete and must be postmarked no later than the last day of the required notice period. Your notice must state the name and address of the Employer, the name of the group health plan, the name and address of the employee covered under the plan, and the name(s) and address(es) of the qualified beneficiary(ies). Your notice must also name the qualifying event and the date it happened.

Your notice of a second qualifying event must also name the event and the date it happened.

Your notice of a child's loss of dependent status must include documentation of the date of the qualifying event (i.e., a birth certificate, marriage certificate, or transcript showing the last date of the enrollment in an education institution). This will allow the Plan Administrator to determine if you gave timely notice of the qualifying event and were consequently entitled to elect COBRA.

If the qualifying event or the second qualifying is a divorce, your notice must include a copy of the divorce decree.

Your notice of disability or cessation of disability must include the name of the disabled qualified beneficiary, the date when the qualified beneficiary became disabled or ceased to be disabled and the date the Social Security Administration made its determination. Your notice of disability or cessation of disability must include a copy of the Social Security Administration's determination.

Notification to Qualified Beneficiary.

- A. The Employer or a participating Employer shall provide written notice to each covered Employee and spouse of such covered employee of his/her right to continuation coverage under this provision as required by federal law.
- B. The Employer or a Participating Employer shall notify any qualified beneficiary of the right to elect continuation coverage under this provision as required by federal law. If the qualifying event is the divorce or legal separation of the covered Employee from the covered Employee's spouse or a dependent child ceasing to be a dependent child under the terms of this Plan, Benzie County, shall only be required to notify a qualified beneficiary of his/her right to elect continuation coverage if the covered Employee or the qualified beneficiary notifies Benzie County of such qualifying event occurring after the date of the enactment of the Tax Reform Act of 1986 within 60 days after the date of such qualifying event.
- C. Notification of the requirements of this provision to the spouse of a covered Employee shall be treated as notification to all other qualified beneficiaries residing with such spouse at the time notification is made.

Section V Definitions.

- A. **"Dependent"** means (a) any individual who is a Participant's child as defined by Code §152(f)(1) and who has not attained age 27, and (b) any tax dependent of a Participant as defined in Code §105(b) provided, however, that any child to whom Code §152(e) (regarding a child of divorced parents, etc., where one or both parents have custody of the child for more than half of the calendar year and where the parents together provide more than half of the child's support for the calendar year) applies is treated as a dependent of both parents. Notwithstanding the foregoing, the MRA Account will provide Benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of "Dependent."
- B. **"Election Period"** means the 60-day period during which a qualified beneficiary who would lose coverage as a result of a qualifying event may elect continuation coverage. This 60 day period begins not later than the date of termination of coverage as a result of a qualifying event and ends not earlier than 60 days after the later of such date of termination of coverage or the receipt of notice of the right to elect continuation coverage under this Plan.
- C. **"Full-Time Student"** means a dependent child who is enrolled in, regularly attends and is recognized by the Registrar of an accredited secondary school, college or university, institution for the training of registered nurses (R.N.), or any other accredited or licensed school for the minimum number of credit hours required by that institution in order to maintain Full-Time Student status.
- D. **"Medicare"** means the Health Insurance for the Aged and Disabled Act, Title XVIII of Public Law 89-97, Social Security, as amended.
- E. **"Qualified Beneficiary"** means an individual who, on the day before the qualifying event for a covered Employee, is a beneficiary under this Plan as the dependent (as defined in Section 1 hereof) of the covered Employee. In the case of the termination of a covered Employee (except by reason of such covered Employee's gross misconduct) or the reduction in hours of the covered Employee's employment, the term qualified beneficiary includes the covered Employee. Effective January 1, 1997, a child who is born to (or placed for adoption with) a Qualified Beneficiary who is a covered Employee during the Coverage Period shall also be a Qualified Beneficiary.

Exception - the term qualified beneficiary does not include an individual whose status as a covered Employee is attributable to a period in which such individual is a nonresident alien who received no earned income from the employer which constituted income from sources within the United States (within the meaning of Code section 911(d)(2) and section 861(a)(3)). If an individual is not a qualified beneficiary pursuant to this paragraph, a spouse or dependent child of such individual shall not be considered a qualified beneficiary by virtue of the relationship to such individual.

- F. **"Qualifying Event"** means with respect to a covered Employee, any of the following events which, but for the continuation coverage under this provision, would result in the loss of coverage of a qualified beneficiary:
 - (i) the death of the covered Employee;
 - (ii) the termination (except by reason of such covered Employee's gross misconduct) or reduction in hours of the covered employee's employment;
 - (iii) divorce or legal separation of the covered Employee from such covered Employee's spouse, as herein defined;
 - (iv) the covered Employee becoming entitled to benefits under Title XVIII of the Social Security Act (Medicare);
 - (v) a dependent child who ceases to be a dependent child under the terms of this Plan;
 - (vi) the Company's filing for Chapter 11 reorganization as it would affect retiree coverage.
- G. **"University/College"** means an accredited institution listed in the current publication of accredited institutions of higher education.

Section VI

Miscellaneous

Amendment and Termination. The Employer or its authorized representative may amend or terminate this Plan at any time by action of the Board. The Employer may amend this Plan retroactively to enable the Plan to qualify as a cafeteria plan under section 125 of the Code. No amendment shall deprive any Participant or beneficiary of any Benefit to which he or she is entitled under this Plan with respect to contributions previously made, and no amendment shall provide for the use of funds or assets other than for the benefit of Employees and their beneficiaries, except as may be specifically authorized by statute or regulation.

Effect of Plan on Employment. The Plan shall not be deemed to constitute a contract of employment between the Participating Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Participating Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge will have upon him or her as a Participant of this Plan.

Alienation of Benefits. The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to such extent as may be required by law.

Facility of Payment. If the Employer deems any person incapable of receiving Benefit to which he is entitled by reason of not having reached the age of majority, illness, infirmity, or other incapacity, it may direct that payment be made directly for the benefit of such person or to any person selected by the Employer to disburse it, whose receipt shall be a complete release of the Employer and shall be deemed full payment of the Benefit. Such payments shall, to the extent thereof, discharge all liability of the Employer.

Proof of Claim. As a condition of receiving Benefits under the Plan, any person may be required to submit whatever proof the Employer may require either directly to the Employer or to any person delegated by it.

Status of Benefits. The Employer believes that this Plan is in compliance with section 125 of the Code and that it provides certain Benefits to Employees which are tax free pursuant to other provisions of the Code. This Plan has not been submitted to the Internal Revenue Service for approval, and thus there can be and is no assurance that intended tax benefits will be available. Any Participant, by accepting Benefits under this Plan, agrees to be liable for any tax plus interest that may be imposed with respect to those Benefits.

If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis, and such payments do not qualify for such treatment under the Code, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

Applicable Law. The Plan shall be construed and enforced according to the laws of the State of Michigan to the extent not pre-empted by any federal law.

Lost Distributees. Any Benefit payable hereunder shall be deemed forfeited if the Employer is unable to locate the Participant to whom payment is due, provided, however that such Benefit shall be reinstated if a claim is made by the Participant for the forfeited Benefit.

Source of Payments. The Employer and any insurance company contracts purchased or held by the Employer shall be the sole sources of Benefits under the Plan. No Employee or beneficiary shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the Benefits payable under the Plan to such Employee or beneficiary.

Plan Provisions Controlling. In the event that the terms or provisions of any summary or description of this Plan, or of any other instrument, are in any construction interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan shall be controlling.

Severability. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Plan shall be construed and enforced as if such provision had not been included.

Heirs and Assigns. This Plan shall be binding upon the heirs, executors, administrators, successors and assigns of all parties, including each Participant and beneficiary.

Headings and Captions. The headings and captions set forth in the Plan are provided for convenience only, shall not be considered part of the Plan, and shall not be employed in construction of the Plan.

Tax Effects. Neither the Employer nor the Plan Administrator makes any warranty or other representation as to whether or not payments received by a Participant under the Plan will be treated as includible in gross income for federal or state income tax purposes.

Multiple Functions. Any person or a group of persons may serve in more than one fiduciary capacity with respect to the Plan.

Gender and Form. Unless the context clearly indicates otherwise, pronouns shall be interpreted so that the masculine pronoun shall include the feminine, and the singular shall include the plural.

Prior Calendar Year Claims. Deductibles reset January 1st. Claims can be submitted through March 31st for the prior calendar year. Claims submitted after 90 days are subject to Carrier approval.

No Reversion to Employer. At no time shall any part of Plan assets be used for, or diverted to, purposes other than for the exclusive benefit of Plan participants or their beneficiaries, or for defraying reasonable expenses of administering the Plan.

Executed this Date: 09 / 30 / 2016

ATTEST: Benzie County

BY: _____

(Authorized Officer)

(Printed)

(Title)

**Benzie County
Medical Reimbursement Arrangement
Plan Document
Amended October 01, 2016**

Schedule A

Schedule of Benefits

| | |
|--|-------------|
| For BCBS Participant Enrolled With Single Coverage: | \$3,600.00* |
| For BCBS Participants Enrolled With Family Coverage: | \$7,200.00* |
| For BCN Participant Enrolled With Single Coverage: | Unlimited* |
| For BCN Participants Enrolled With Family Coverage: | Unlimited* |

*yearly maximum MRA benefit

Eligible Expenses allowed by the Plan are:

BCBS Purchase Plan:

| | |
|----------------------------|---------------------------|
| In-Network: | |
| Deductible: | 20% Coinsurance: |
| \$ 5,000 Single | \$1,600 Single |
| \$10,000 2 Person / Family | \$3,200 2 Person / Family |

MRA Funded Plan:

| | |
|-----------------------------------|---------------------------|
| In-Network Reimbursements: | |
| Deductible: | 20% Coinsurance: |
| \$1,000 Single | \$2,000 Single |
| \$2,000 2 Person / Family | \$4,000 2 Person / Family |

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for physician office visits, office consultations, urgent care visits, chiropractic visits, emergency room, mental health care, substance abuse treatment and private duty nursing.

BCN Purchase Plan:

| | |
|----------------------------|---------------------------|
| In-Network: | |
| Deductible: | 20% Coinsurance: |
| \$ 5,000 Single | \$1,350 Single |
| \$10,000 2 Person / Family | \$2,700 2 Person / Family |

MRA Funded Plan:

| | |
|-----------------------------------|---------------------------|
| In-Network Reimbursements: | |
| Deductible: | 20% Coinsurance: |
| \$1,000 Single | \$2,000 Single |
| \$2,000 2 Person / Family | \$4,000 2 Person / Family |

Hospital Emergency Room
Speech, Physical and Occupational Therapies
Home Health Care
Autism Spectrum Disorder (ASD) Therapies
Durable Medical Equipment (DME)
Prosthetic and Orthotic Appliances (P&O)
Diabetic Supplies

| | |
|-----------------------------|------------------------------|
| Purchase Plan Copay: | MRA Copay: |
| (after deductible) \$150 | (after MRA deductible) \$150 |
| (after deductible) \$ 40 | (after MRA deductible) \$ 40 |
| (after deductible) \$ 40 | (after MRA deductible) \$ 40 |
| (after deductible) \$ 40 | (after MRA deductible) \$ 40 |
| 50% | (100% Covered) \$ 0 |
| 50% | (100% Covered) \$ 0 |
| 80% | (100% Covered) \$ 0 |

Reimbursements are based on the Blue Care Network of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for physician office visits, office consultations, urgent care visits, chiropractic visits, mental health care, substance abuse treatment and private duty nursing.

List of Participating Employers, if any, participating in the plan:

There are no other Employers affiliated with this plan.

**Benzie County
Medical Reimbursement Arrangement
Plan Document
Amended October 01, 2016**

Schedule A *continued*

Claims may be submitted to the Third Party Administrator:

**44North – Cadillac Office
1406 N. Mitchell Street
PO Box 700
Cadillac, MI 49601**

Or Faxed to: (855) 306-1098



Action Request

| | | | |
|--------------------|--------------------------------|----------------------|--|
| Meeting Date: | 12/21/2016 | | |
| Department: | Health | Submitted By: | Wendy Trute |
| Contact E-Mail: | wtrute@gtchd.org | Contact Telephone: | 995-6101 |
| Agenda Item Title: | WMED Medical Examiner Proposal | | |
| Estimated Time: | 10 (in minutes) | Laptop Presentation: | <input type="radio"/> Yes <input type="radio"/> No |

Summary of Request:

2017 90 Day Medical Examiner interim proposal:

The current Medical Examiner, Dr. Fliss, has submitted her letter of resignation effective 12/31/2016. The County is statutorily mandated to appoint a medical examiner and in the anticipated absence of Dr. Fliss, Grand Traverse County Health Department has been working to identify a qualified individual/firm to perform these functions as covered in the intragovernmental agreement. The current discussions surround establishing a contract with Western Michigan University Homer Stryker MD School of Medicine (WMED) to perform these services. WMed currently serves as the medical examiner for 5 counties and is willing to serve in this capacity for both Grand Traverse County and other partnering counties. Discussions with administrators from Benzie, Leelanau and Grand Traverse Counties have occurred recently to discuss this option and all agreed to continue examining this as an option for providing services. To ensure that we are examining all options, we would like to enter into a 90 day agreement with WMED to provide an interim solution to not having a medical examiner. Moving forward, there would be continued discussions with Leelanau, Benzie and other neighboring counties to see if they would be interested in partnering on this as a continuation of our intergovernmental agreement. This is an innovative solution to a problem that will bring in technology through tele-medicine as well as regional partnerships to enhance services to both citizens and law enforcement agencies. We expect additional discussions with the Prosecutor and Law enforcement.

Suggested Motion:

Approval of 90 day interim agreement.

Financial Informatic

| | | | | | |
|-------------|--------------|--------------------|------------------------------|---------------------|---|
| Total Cost: | \$135,245.00 | General Fund Cost: | Health Dept Appropriation | Included in budget: | <input checked="" type="radio"/> Yes <input type="radio"/> No |
|-------------|--------------|--------------------|------------------------------|---------------------|---|

If not included in budget, recommended funding source:

Grand Traverse = \$96,813 Benzie = \$19,437 Leelanau = \$18,995

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

| Reviews: | Signature | Date |
|--------------------------|--------------------------------------|-------|
| Finance Director | | |
| Human Resources Director | | |
| Civil Counsel | | |
| Administration: | <input type="checkbox"/> Recommended | Date: |
| Miscellaneous: | | |

Attachments:

Attachment Titles:

RECEIVED

DEC 16 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

2017 Medical Examiner Program Interim Proposal

The Medical Examiner program is at a critical point in taking the next step toward having improved quality of services, consistency of case investigations and continuing to move towards achieving national standards for deaths requiring investigations and postmortem examinations. In order to move forward, we must continue to improve the case investigation process from beginning to end by having highly trained scene investigators and experienced forensic pathologists. Additionally, maximizing use of technology throughout the investigation process will improve communication, completeness and reduce redundancy of workload. In brief, our goal is to take the steps needed to meet the industry standard as efficiently as possible.

There is a strong desire locally from medical examiner staff, prosecutors, law enforcement, funeral homes (transporters) to move to local autopsies if feasible. At this time, it is not immediately feasible, but we are making strides forward in this long term goal through continued partnership with Munson and Western Michigan University Homer Stryker M.D. School of Medicine (WMED) Department of Pathology. Due to the shortage of forensic pathologists in the United States, recruitment will likely be time consuming and we will have to have an established program that meets national standards and is staffed and funded appropriately. Additionally, an assessment of the morgue facility will need to be completed to determine feasibility of providing the necessary number of autopsies needed to support the region.

Staffing

- Current Medical Examiner Dr. Nicole Fliss submitted her letter of resignation effective 12/31/2016.
- The Deputy Medical Examiner does not have time or expertise to assume full Medical Examiner duties and her resignation is expected as well effective 12/31/2016.
- Workload on ALL staff continues to increase and will continue in the future due to:
 - Population growth in northern Michigan
 - Expansion of services and referrals to Munson Medical Center
 - Increase in deaths and investigations resulting from drug toxicity, overdoses etc.
 - Increase in deaths due to accidents (traffic and visitors)
- Medical Examiner case investigations need to be overhauled to be more thorough and of higher quality. The current model is not effective, nor sustainable, as the same person is on call 24 hours a day x 365 days a year. Change to this portion of the ME office requires training in new dedicated scene investigators and a rotating on call system. There is duplication of reporting from the scene investigators, forensic investigator and law enforcement. The entire process needs to be restructured in order to be scalable as the number of medical examiner case referrals and investigations steadily increase.

Funding

- The overall fiscal goal of the medical examiner's office is to be adequately funded to provide the mandated service at a high quality level, while continuing to strive to become more efficient. Exploring ways to be innovative, proactive and increase revenue are always considered as ways to achieve efficiency through investment of technology.
- Grand Traverse County Health Department submitted and was awarded a Health Innovation Grant for 2017 to help offset some training expense and purchase telemedicine equipment necessary to transition to a new organization model that will help with making the process more efficient and sustainable. The proposal was written in partnership with WMED and more detail of the project is provided on pages 3 - 5.
- Opportunity for additional exploration of a regional Medical Examiner hub established in Traverse City may result due to partnership and participation in statewide ME workgroup in 2016. Our region is primed to be the next location for regional autopsy services. The ability to provide autopsies in Northern Michigan will result in a natural referral of cases to our area, providing additional revenue to support a full time forensic pathologist.

Proposal Summary (WMED proposal is attached)

The tri-county medical examiner's office currently partners with WMED for autopsies and training expertise. This proposal expands on those services for 2017 and provides a reasonable, responsible, effective and efficient solution to our needs for Medical Examiner services for 2017. This project will transform and enhance the quality, efficiency and effectiveness of our current medical examiner services while continuing to move us forward towards the goal of providing quality medicolegal death investigations and autopsies locally in Northern Michigan.

- The proposal would shift all Medical Examiner and deputy Medical Examiner duties to WMED's team of pathologist, while phasing in a reorganized model for case investigations.
- WMED would train and mentor investigators consistent with national standards and other counties that contract with WMED.
- Additional opportunity for evaluating the transportation model will be conducted to determine if additional cost savings can be realized, during 2018.
- Year 1 of budget consists of phasing in new staffing model and phasing out the old staffing model. Budget could be reduced if this process is completed sooner than 6 months. Some of these cost savings are not realized during the first 90 days due to time needed to hire/train staff. Additional cost savings will be realized for 2018.
- The contractual costs of the proposal are estimates based on previous years cases types and numbers, but as always, are variable year to year.
- The 90 day interim proposal is pro-rated for each county to cover core services (Medical Examiner and staff on call 356/24/7) based upon county population.

90 Day Medical Examiner Interim Proposal Budget

| Medical Examiner Core Operations 365/24/7 | County Budget | | | 90 Day Budget |
|--|-------------------|-----------------|-----------------|------------------|
| | 70% | 15% | 15% | |
| | Grand Traverse | Leelanau | Benzie | |
| Hourly On-Call | \$0 | \$0 | \$0 | \$0 |
| Autopsy Assistant (salary and benefits) | \$20,268 | \$4,343 | \$4,343 | \$28,954 |
| External examinations | \$722 | \$155 | \$155 | \$1,031 |
| Chief Investigator | \$7,000 | \$1,500 | \$1,500 | \$10,000 |
| Medical Examiner and Deputies | \$21,875 | \$4,688 | \$4,688 | \$31,250 |
| Recruitment/Training by Chief Investigator | \$700 | \$150 | \$150 | \$1,000 |
| Supplies | \$831 | \$178 | \$178 | \$1,188 |
| Dues & Education | \$368 | \$79 | \$79 | \$525 |
| Phone | \$87 | \$19 | \$19 | \$125 |
| Information Technology Charges | \$112 | \$24 | \$24 | \$160 |
| Travel | \$525 | \$113 | \$113 | \$750 |
| Office Space | \$53 | \$11 | \$11 | \$75 |
| Indirect Costs | \$2,679 | \$574 | \$574 | \$3,827 |
| 90 Day Core Services Subtotal | \$55,218 | \$11,832 | \$11,832 | \$78,883 |
| Annual Expense | Grand Traverse | Leelanau | Benzie | |
| MDILog Medical Examiner Database (Annual price) | \$1,032 | \$750 | \$750 | \$2,365 |
| Contractual Costs for Investigations | Grand Traverse | Leelanau | Benzie | 90 Day Budget |
| Investigation - without a scene | \$800 | \$200 | \$200 | \$1,200 |
| Investigation - with a scene | \$17,500 | \$2,000 | \$2,000 | \$21,500 |
| Mileage to a scene | \$3,500 | \$400 | \$400 | \$4,300 |
| | | | | \$27,000 |
| Forensic Pathology | | | | |
| Review of remote examinations | \$13,750 | \$3,000 | \$3,500 | \$20,250 |
| Autopsies | \$85,500 | \$11,250 | \$13,500 | \$110,250 |
| Toxicology on remote examinations | \$7,200 | \$1,600 | \$1,920 | \$10,720 |
| | | | | \$141,220 |
| Transport | | | | |
| To Munson | \$5,500 | \$1,200 | \$1,400 | \$8,100 |
| To WMed | \$28,500 | \$6,000 | \$4,500 | \$39,000 |
| | | | | \$47,100 |
| Annual Subtotal | \$162,250 | \$25,650 | \$27,420 | \$215,320 |
| 90 Day Contractual Services Subtotal | \$40,563 | \$6,413 | \$6,855 | |
| 90 Day Proposal Total | \$96,813 | \$18,995 | \$19,437 | \$135,245 |

WMed Department of Pathology

Proposal for Services

*TO: GRAND TRAVERSE COUNTY HEALTH DEPARTMENT FOR OPERATION OF THE OFFICE OF THE TRI COUNTY
MEDICAL EXAMINER'S OFFICE SERVING BENZIE, GRAND TRAVERSE AND LEE LANAU COUNTIES*

Overview

The Western Michigan University Homer Stryker M.D. School of Medicine (WMed) Department of Pathology is pleased to submit this proposal for services to support Grand Traverse County in providing Medical Examiner and Forensic Pathology services. We have partnered with multiple counties throughout Michigan—counties committed to providing forensic pathology and medical examiner services that meet the national standard in death investigation. We currently provide forensic pathology services to Grand Traverse County and have a strong working relationship with members of the community.

The Objectives

- Develop a death investigation system that meets the National Institute of Justice Guidelines
- Design a medical examiner system that meets the NAME Accreditation Standards
- Follow the NAME Autopsy Performance Standards in the autopsy decision making process
- Strive at every point in the design of the system to develop an efficient and extremely cost-effective program, without a compromise in quality.

The Opportunities

- Develop a case management program designed specifically for counties separated by >60 miles from WMed
- This will minimize transport of bodies out of the region
- A local autopsy assistant/investigator will provide photos and when needed, video documentation, of the bodies through a secure network (MDILog)
- The local autopsy assistant/investigator will participate remotely with the morning meeting held each day at WMed on those days where deaths occurred and were reported to the Medical Examiner in Grand Traverse County region.
- Identify, train, and deploy Medical Examiner Investigators following initiation of the program to transition from the current system of a large number of paramedic investigators. The MEIs will be trained to improve decision making capabilities.

Our Proposal

Grand Traverse County Health Department has a well-deserved reputation for excellence in public health, emergency preparedness, and overall leadership. Given the strengths of the Grand Traverse County Health Department, the county is well positioned to coordinate with WMed Pathology to develop a program that meets the needs of the community, meets the guidelines of the National Institute of Justice for death investigation, and is compliant with the industry standards in forensic pathology for Medical Examiners.

The Details

MEDICAL EXAMINER INVESTIGATORS (MEIs) WILL BE IDENTIFIED AND TRAINED.

- Likely candidates for the role of MEI include nurses, retired law enforcement, paramedics, and firefighter/medics
- MEIs are on-call and in many communities reimbursed at a rate that provides for some compensation whether or not they are called for a death. The MEI receives additional compensation for taking calls.
- Characteristics of the MEIs include individuals with strong communication skills who are motivated to gather information for the Medical Examiner, cooperate with other investigating agencies, provide information about the process to families and other agencies, and document their findings in reports for the assigned Medical Examiner or Deputy Medical Examiner.
- A Chief Medical Examiner Investigator, working with representatives from the GT Health Department, is responsible for identifying and training Medical Examiner Investigators. The Chief MEI will spend time in GT County identifying and training MEIs.
- The transition to use of MEIs may take a few months, however, ideally, this transition would be completed within six months

WITH MEIs IN PLACE, DEATHS ARE REPORTED TO THE ON-CALL (MEI) BASED ON MCL 52.203

The Medical Examiner Investigator will determine if in fact, the death meets criteria for an investigation and if so, makes a number of determinations such as:

- Should an MEI respond to the scene?
 - The death is clearly natural and it does not require additional evaluation
 - Family is present and a funeral home is selected
- Can the body be directly released to a funeral home?
- Is this a death that clearly requires an autopsy?
- Is this a death that may require additional examination, but perhaps can be handled by a Grand Traverse based Autopsy Assistant and remotely by the forensic pathologists?
- Is there adequate information to make a decision? If not, the body should be brought in locally for holding until an informed decision can be made

WHICH DEATHS CLEARLY REQUIRE AN AUTOPSY? BASED UPON NAME AUTOPSY STANDARDS:

The National Association of Medical Examiners currently require autopsies be performed in the following deaths:

- The death is known or suspected to have been caused by apparent criminal violence.
- The death is unexpected and unexplained in an infant or child.
- The death is associated with police action.
- The death is apparently non-natural and in custody of a local, state, or federal institution.
- The death is due to acute workplace injury.*
- The death is caused by apparent electrocution.*
- The death is by apparent intoxication by alcohol, drugs, or poison, unless a significant interval has passed, and the medical findings and absence of trauma are well documented.
- The death is caused by unwitnessed or suspected drowning.*
- The body is unidentified and the autopsy may aid in identification.
- The body is skeletonized.
- The body is charred.
- The forensic pathologist deems a forensic autopsy is necessary to determine cause or manner of death, or document injuries/disease, or collect evidence.
- The deceased is involved in a motor vehicle incident and an autopsy is necessary to document injuries and/or determine the cause of death.
- * Unless sufficient antemortem medical evaluation has adequately documented findings and issues of concern that would otherwise have required autopsy performance.

WHICH DEATHS MAY REQUIRE ADDITIONAL EXAMINATION, BUT PERHAPS CAN BE HANDLED REMOTELY BY A GRAND TRAVERSE BASED AUTOPSY ASSISTANT AND THE FORENSIC PATHOLOGISTS?

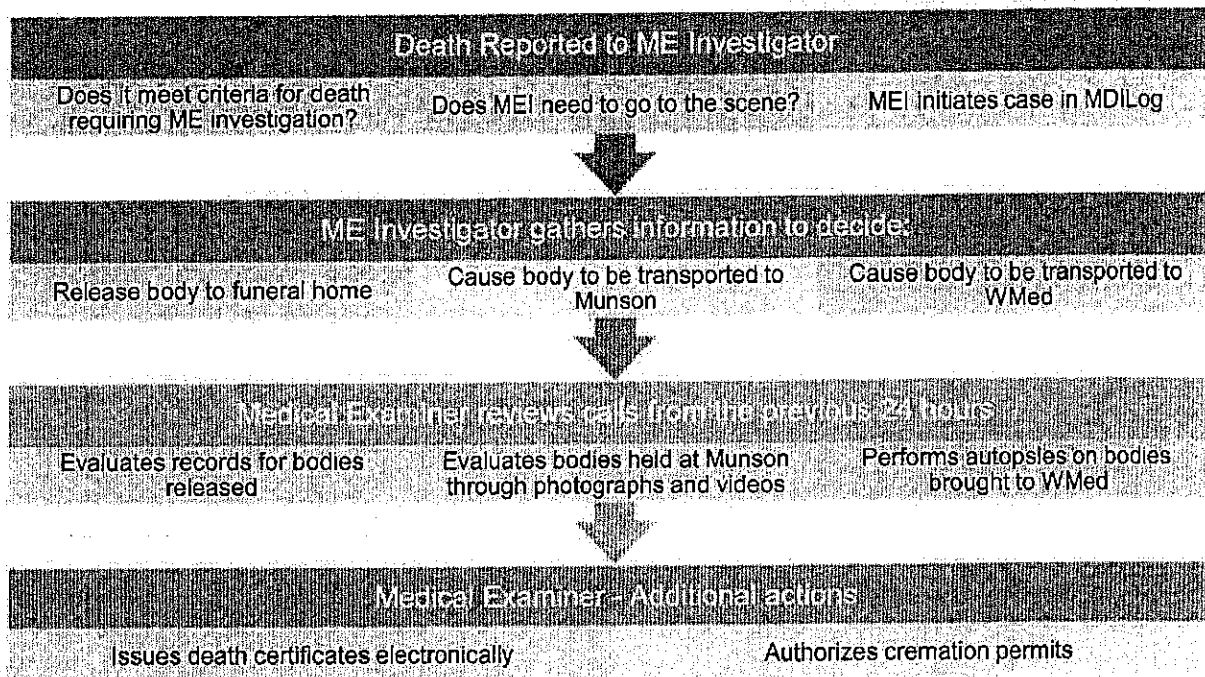
This list is not exhaustive, however examples of cases that may be handled remotely include:

- Many suicides (hangings, gunshot wounds)
- Hospitalized drug related fatalities
- Motor vehicle incidents in cases where lethal injuries are obvious and the death is of the at-fault driver meaning there will be no criminal charges
- Some apparent natural deaths requiring a more thorough evaluation of the body
- Some deaths requiring identification may be able to be handled locally (If visual identification of a decedent is impossible as a result decomposition, or other disfiguring injuries.)
- The Autopsy Assistant/Investigator will spend multiple weekdays in Kalamazoo at WMed in training to gain education in the needed photographs and procedures required for these examinations.
- Additional responsibilities of the Autopsy Assistant/Investigator will include scheduling of MEIs, gathering records from local providers and adding them to MDILog for the ME/DME to review.
- Bodies will not be released from the GTC facility until the pathologist reviews the photographs and information. In some cases, findings from this evaluation may result in the pathologist requesting the body be transported to WMed for a complete autopsy.

WHAT IS THE BENEFIT TO HANDLING AS MANY DEATHS LOCALLY AS POSSIBLE?

- Family members prefer to have their loved ones remain local for necessary examinations
- Transportation is a significant expense; when possible, we can work to avoid transport to a forensic pathology facility, as long as quality of examination is not compromised

An Overview of the Process when a Death Occurs



Key Facets of the Program

Local Medical Examiner Investigators

- **Hired by GT Health Department and Trained by Chief MEI** in Death Investigation to meet National Institute of Justice Guidelines for Death Scene Investigation
- Gather information, **respond to scenes**, and **record all information in MDILog** and based on training:
 - Releases body to funeral home
 - Has body transported to Munson
 - Has body transported to WMed

Local Autopsy Assistant/Investigative Assistant (AA/IA)

- **Hired by GT Health Department and Trained by WMed Pathology** in photography, gathering appropriate toxicology samples, and documenting/uploading materials into MDILog
- **Is remotely present at the WMed morning meeting via a secure web-based remote meeting program** or telephone as cases are reviewed, to present information and identify additional information that may be needed in an investigation
- **Gathers additional information**, as needed
- **Schedules MEIs** and ascertains MEI coverage 24/7/365
- **Monitors MDILog** communications and distributes completed reports
- Provides service as a **liaison between WMed, GTC, and Funeral directors**

Cremation Permits and Death Certificates

- Cremation permits are sent by funeral directors to toll-free fax number at WMed. The cremation permits are evaluated and authorized twice each business day.
- Death Certificates are issued via the State of Michigan's Electronic Death Registration System, a Web-based application

WHY NOT JUST HIRE A FORENSIC PATHOLOGIST OR TWO TO MOVE TO GRAND TRAVERSE COUNTY REGION?

Ultimately, **efforts of the community of Northern Michigan should be directed towards this goal**, however, there are challenges to meeting this goal. Changes within the state are occurring which may provide resources for this change.

- One forensic pathologist can typically serve a population of about 200,000 people. If all of Northern Lower Michigan (including 21 counties) with a population of about 500,000 used a forensic pathology center, it would require 2.5 forensic pathologists.
- There is a critical shortage of forensic pathologists
 - <http://www.wsj.com/articles/states-shortage-of-forensic-pathologists-delays-autopsies-1444689715>
 - <http://www.wbur.org/herenow/2016/07/08/forensic-pathologist-shortage>
 - <http://www.forensicmag.com/news/2015/12/national-shortage-medical-examiners-causes-hardship>
- Undertaking such an endeavor will require a facility to handle appropriate refrigerated storage space, examination space, office space, radiology equipment, autopsy equipment and more to manage the number of bodies during the usual and peak loads.

Budget

A budget was developed with Grand Traverse County Health Department to include the cost of services covered under this proposal for a 90 day period which include Benzie, Leelanau and Grand Traverse Counties. During that 90 day period, additional discussions will take place and a follow-up proposal will be developed to complete the 2017 fiscal year. (See budget)

Qualifications

WMed Department of Pathology is continually proven to be a leader in forensic sciences in the following ways:

- **Leadership by Department Chair, Dr. Joyce deJong and Vice-Chair, Dr. Joseph Prahlow.**
 - Dr. deJong has served as a Medical Examiner in multiple counties in Michigan since returning to Michigan following completion of her training in 1999. Currently, the Medical Examiner of Allegan, Calhoun, Kalamazoo, Muskegon and St. Joseph Counties at a state-of-the-art facility in Kalamazoo, Dr. deJong previously was the Medical Director of Forensic Pathology at Sparrow Hospital in Lansing and the Medical Examiner for Ingham and Livingston Counties and a Deputy Medical Examiner for eight additional counties. She is nationally recognized as a subject matter expert on the topic of mass fatality management and has deployed as an employee of the federal government to multiple mass fatality events such as 9/11, Hurricane Katrina, the Haiti Earthquake, and the Joplin tornado. Dr. deJong is involved in multiple local and national organizations such as the American Academy of Forensic Sciences and she currently serves as the President of the Michigan Association of Medical Examiners.
 - Dr. Prahlow is a forensic pathologist who recently completed 16 years of service at the South Bend Medical Foundation and as a faculty member at Indiana University School of Medicine - South Bend at the University of Notre Dame, in South Bend, Indiana. His professional interests include teaching as well as presenting and publishing forensic pathology research. He has published nearly 100 peer-reviewed papers in medical/scientific journals and over 12 chapters in various forensic textbooks/publications including a textbook specifically for police, death investigators, attorneys and forensic scientists. Most recently, Dr. Prahlow collaborated with world-renowned forensic pathologist Dr. Roger Byard of Australia on a forensic pathology atlas. Dr. Prahlow is active in a number of professional organizations, including the

National Association of Medical Examiners (NAME), the American Academy of Forensic Sciences (AAFS) and he is a past Chairman of the Pathology/Biology Section within the AAFS, and served as President (2007) and Chairman of the Board (2008) of NAME.

- **Additional Forensic Pathologists** within the department include Drs. Elizabeth Douglas, Brandy Shattuck and Amanda Fisher-Hubbard. Drs. Douglas, Shattuck and Fisher-Hubbard have extensive training in forensic pathology, increasing experience, and are active in the education of future physicians.
- **Forensic Anthropology**
 - Dr. Carolyn Isaac and Dr. Jered Cornelison, two forensic anthropologists within the department are actively involved in service, forensic science research, and education. Our forensic anthropologists respond to scenes with difficult recoveries in Michigan and Northern Indiana and have significant expertise in the identification of human remains.
- **Center for Neuropathology**
 - Dr. Rudy Castellani leads our new Center for Neuropathology. Dr. Castellani is internationally recognized as an expert in central nervous system trauma and diseases of the brain and nervous system. His expertise in deaths involving neurotrauma, including pediatric trauma, is extremely valuable to ascertaining accurate answers in complex investigations.
 - Dr. Castellani is assisted by Dr. Amanda Fisher-Hubbard. In addition to board certification in Anatomic Pathology, Clinical Pathology and Forensic Pathology, Dr. Fisher-Hubbard is a board-certified Neuropathologist.
- **Forensic Toxicology**
 - Dr. Prentiss Jones, a forensic toxicologist with many years of experience has joined the faculty of WMed. The forensic toxicology lab is not yet operational, however, the goal is to provide this service within the next year.

We look forward to working with Grand Traverse County Health Department and supporting your efforts to develop a Medical Examiner system that meets existing national standards. We are confident that we can meet the challenges ahead, and stand ready to partner with you in delivering an effective solution.

If you have questions on this proposal, feel free to contact me at your convenience by email at joyce.dejong@med.wmich.edu or by phone at (269) 337-6185.

Respectfully Submitted,

Joyce L. deJong, D.O.
Chair and Professor
Department of Pathology
WMU Homer Stryker M.D. School of Medicine



GRAND TRAVERSE COUNTY HEALTH DEPARTMENT

OFFICE OF THE MEDICAL EXAMINER
Benzie, Leelanau & Grand Traverse Counties
2600 LaFranier Road Traverse City, MI 49686
231-995-6100

13 December 2016

Dear Commissioners:

Please accept this letter as formal notification that as of 31 December 2016 I will resign as Chief Medical Examiner for Benzie, Grand Traverse and Leelanau Counties. The time and energy required for this position has grown beyond my ability.

I am proud of the evolution of the office of the Medical Examiner in our counties under my direction. However, I also see areas for improvement in order to maintain a sustainable and quality death investigation service for our citizens. The areas that require the most urgent attention are: (1) quality and consistent on-site scene investigation; (2) local forensic autopsy capability; and (3) staffing stress – it is not sustainable to have a single investigator and a single medical examiner on duty at all times.

It has been an honor to serve the citizens of Benzie, Grand Traverse and Leelanau Counties these past two years.

Nicole J. Fliss, M.D.



448 Court Place • Beulah, MI 49617

Memo To: Benzie County Board of Commission
From: Mitchell D. Deisch, County Administrator *M D Deisch*
Date: December 14, 2016
Subject: Service Agreement between Benzie County Commission on Aging and Benzie Senior Resources

The Benzie County commission on Aging (COA) and Benzie Home Health Care have been working on merging both organizations into the Benzie Senior Resources. This merger was completed on October 1, 2016. The intent of the merger was to streamline and enhance senior services to Benzie County residents.

In September 2016 Benzie County passed a resolution to extend the Contract with the Benzie County Commission on Aging until December 31, 2016 in order to give both organizations time to complete the merger. The merger was facilitated by Mr. Tim Ervin of the Alliance for Economic Success.

The attached service agreement was compared with the existing agreement with the COA and has been reviewed and approved by County Attorney Dick Figura.

Recommendation: Administration recommends that the Benzie County Commission approve the service agreement between the Benzie County Commission on Aging and Benzie Senior Resources and authorize the Benzie County Chairperson to execute the agreement.

RECEIVED

DEC 15 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

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,

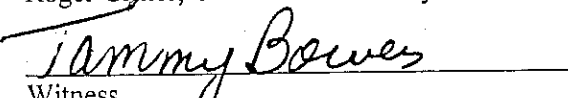
Further, Section regarding Compensation in the original services agreements shall be replaced in its entirety by the following language:

"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."

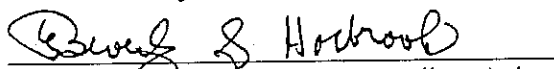
Dated: 8/23/16


Roger Griner, Chair Benzie County Commissioners

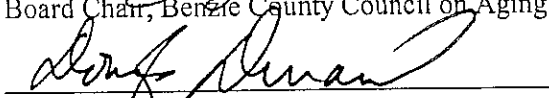
Dated: 8/23/16


Witness

Dated: 8/25/16


Board Chair, Benzie County Council on Aging

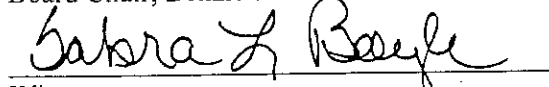
Dated: 8/25/16


Witness

Dated: 8/25/16


Board Chair, Benzie Home Health Care

Dated: 8/25/16


Witness

SERVICES AGREEMENT
Between
BENZIE COUNTY COMMISSION ON AGING
And
BENZIE SENIOR RESOURCES
(An Independent 501(c)3 Nonprofit Entity)

This agreement is made and entered into on October 1, 2016, by and between the County of Benzie/Benzie County Commission on Aging (hereafter referred to as the "**County**" or "**Commission**") and Benzie Senior Resources (hereinafter referred to as "**BSR**"), located at 10542 Main Street, Honor Michigan.

WHEREAS, the Parties agree that this Agreement supersedes any and all prior contracts between the parties.

- I. **Program to be operated by BSR.** BSR shall develop and operate a Program to provide the services set forth in the attached Service Plan Scope of Work, labeled Exhibit "A", which is incorporated by reference into this Agreement (hereinafter referred to as the "Program"). The parties acknowledge that **BSR** is the result of a merger between Benzie County Council on Aging and Benzie Home Health Care. Previously, the **County** contracted with Benzie County Council on Aging, and the parties acknowledge that **BSR** assumes all rights and responsibilities of Benzie County Council on Aging under this and previous contracts with the County. The Merger is intended to be effective October 1, 2016, but if for some reason the merger is not completed by that date, Benzie County Council on Aging will enter into this contract and it will be binding on **BSR** after the merger.
- II. **Duties of BSR.** BSR, in accordance with the general purposes and objectives of this Agreement as herein specified, shall:
 - A. Develop, administer, and operate the Program.
 - B. Submit reports as hereinafter required.
 - C. Provide the necessary administrative, professional and technical staff and outside contractors for the operation of the Program, and be responsible for the hiring, management and payment of such staff members.

- D. Upon request, **BSR** shall provide the **County's** designee with proof of its possession of any fidelity bonds as required herein, and shall notify the **County** of any cancellation or termination of such bonds.
- E. The County Treasurer (or a designee of the County Treasurer) and a representative selected by the **County** Board of Commissioners shall remain as a non-voting liaison to the **BSR** Board to provide input to **BSR** regarding **County** business and perspective on **BSR** activities; and to report to the **County** Board regarding activities of the **BSR** and how the **County** can work with **BSR** to improve services to seniors in the County. The liaison to **BSR's** Board can participate in open sessions concerning **BSR** business related to the Program.

III. Agreement Period and Termination.

- A. **BSR** shall commence performance of the services and obligations required of it on the 1st day of October, 2016, and shall continue said services through the 30th day of September, 2017. The parties acknowledge that this Agreement may be renewed by mutual agreement of the parties for an additional five-year period or such other period as agreed upon by the parties in writing.
- B. If **BSR** fails to fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the covenants, agreements and stipulations herein, the **County** shall give **BSR** written notice of such breach and **BSR** shall take reasonable steps necessary to remedy such breach within fifteen (15) days, and **BSR** shall fully remedy such breach within thirty (30) days, or the period of time in which the breach can reasonably be cured. If the breach results in a significant disruption or decline in the quality of services provided under the Program as a result of the action or inaction of **BSR**, the **County**, within its sole discretion, shall have the right to terminate this Agreement. Such termination shall then take immediate effect upon receipt of written notice by **BSR**. In the event of any breach that **BSR** fails to remedy as provided in this paragraph, the **County** may withhold payment of future amounts under this Agreement until the applicable breach has been cured. It is expressly understood and agreed by **BSR** that in the event of a breach of this Agreement and its termination by the **County**, the **County**, in addition to the recovery of funds as provided herein, reserves the right to seek any other remedies available by law and/or equity.
- C. In the event of an early termination of the Agreement pursuant to paragraph B ("**Early Termination**"), the parties shall promptly coordinate and convene a joint special public meeting for the parties to address all urgent senior needs in good faith, and **BSR** shall make reasonable efforts to provide information reasonably necessary to assist other organizations in meeting the needs of seniors, to the

extent consistent with applicable laws and its status as a 501(c)(3) tax-exempt organization.

IV. Compensation

- A. (1) It is expressly understood and agreed that in no event will the total compensation to be paid by the **County** to **BSR** under this Agreement from the Senior Citizens Millage Fund exceed the amount levied on the annual December property tax bill, unless this Agreement is formally amended. The total amount as submitted is \$771,430, which shall be paid in advance monthly installments of \$64,285.83, payable at the beginning of each month. In the event that payment to **BSR** is reduced for reasons outside the control of **BSR** or the **County**, it is understood that **BSR** in its discretion shall adjust delivery of Program services in the manner necessary to accommodate the reduced payment, with input and advice from the **County**.
- (2) Payments for other services for senior citizens also come from the dedicated millage levied by the **Commission**. These include, but are not limited to the Area Agency on Aging of Northwest Michigan and other such dues, programs, and/or services that are determined to be necessary, essential and/or beneficial by the **Commission**.
- B. For the time period in which the Senior Citizen Services Agreement remains in effect between the parties, as it may be extended or renewed, and **BSR** leases from the **County** the premises located at 10542 Main Street, Honor, Michigan 49640, **BSR** shall provide compensation in the amount of \$1.00 annually to the **County**. This in kind additional compensation shall cease immediately upon the termination of the parties' lease agreement, or upon the termination of **BSR**'s occupancy of such leased premises, or the termination of this Agreement at the option of the **County**.
- C. It is further agreed between the **County** and **BSR**, upon **BSR**'s application and demonstration of need to fund additional senior services and Programs, and contingent on the availability of funds, that the parties may amend this compensation section of the Senior Citizens Services Agreement to provide **BSR** with additional supplemental funding to cover authorized activities as may be specified in any amended Agreement.
- D. In the event that the funds granted in this Agreement or any portion thereof are found to be unauthorized by either the laws of the State of Michigan, an opinion issued by the Michigan Attorney General, a Michigan Court Decision,

or in any future audit of the **County**, **BSR** shall reimburse the **County** for all such required funds found to be unauthorized, to the extent such funds have not previously been utilized by **BSR** within the provisions of this Agreement. The **County** shall make reasonable efforts to reimburse **BSR** for returned funds to the extent authorized and permitted by law.

- E. The failure of **BSR** to provide Program services in accord with this Agreement due to a reduction or elimination of funding shall not be considered a breach of this Agreement.

V. **Return or Use of Excess Funds.** Any unused and unobligated funds provided under this Agreement and in **BSR**'s possession at the end of a fiscal year shall be rolled into the fund balance of **BSR**'s account. The **County** shall not have the right to unobligated funds from other sources. If or when this Agreement terminates, unused and unobligated funds shall be returned to the **County** or used in accordance with the instructions provided by the **County**. **BSR** shall not be required to return funds that came from other sources as determined by **BSR** based its discretion on its reasonable accounting methods.

VI. **Accounting Procedures.** **BSR**'s accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified.

VII. **Capital Expenditures**
Any significant capital improvements, expenditures for equipment, vehicles, fixed assets or property will be approved/disapproved at the discretion of **BSR** Board of Directors.

VIII. **Reports.** **BSR** shall prepare and submit to the **County** the following reports:

A. **Annual**

- i. *Annual budget/appropriation request*, including available programmatic and financial data, the planned activities of **BSR** and the services to be provided during the upcoming fiscal year, and **BSR**'s anticipated costs shall be submitted in accordance with the timetable established by the **County**. Sixty (60) days notice of the established timetable shall be provided to **BSR**.
- ii. *Annual report*. The focus will be operational in nature with revenue and expense figures used as appropriate to discuss operations. A written report shall be provided no later than the 1st scheduled Board of Commissioners Meeting in December under the "Commission on Aging."

iii. *Audit report.* **BSR** shall conduct an annual financial audit of its activities and submit a copy of the audit report to the **County** after **BSR's** receipt of such audit report, and after such report has been reviewed and approved by **BSR's** Board.

B. Monthly: All information submitted to **BSR** Board members as part of the monthly Board member information packet related to the Program, including, without limitation:

- i. Minutes of prior month's meeting;
- ii. Statement of Financial Condition (including breakdown of assets and liabilities compared to previous year);
- iii. Statement of Financial Income and Expense, both monthly and YTD (including breakdown of income/expenses for the applicable month as compared to previous year;
- iv. Budget vs. Actual Income/Expenses YTD (including comparison between budgeted amounts and amounts actually expended or received for the applicable calendar year); and
- v. Current or reasonably anticipated legal/financial risks, if any (including Workers Comp, employee disability claims, claims by recipients of services, and/or other risks that could affect the ability of **BSR** to meet its obligations under this Agreement).

C. Other: In addition to the foregoing, **BSR** shall provide additional information and reports as may be reasonably requested by the **County** from time to time, within a commercially reasonable time of such request. If the information or report is not already produced by **BSR** in the ordinary course of business, the **County** will pay the cost of producing the report.

IX. Access to Books, Documents, Papers and Records. Within the limitations of HIPPA or other confidentiality and/or privacy statutes, regulations, duties, or other best practices, including those applicable to a 501(c)(3) tax-exempt organization, **BSR** shall provide financial and operational transparency to the **County** on matters related to the Program. Subject to the foregoing limitations, at reasonable times and places and with reasonable notice to **BSR**, all books, documents, papers and records related to the funds allocated under this Agreement, including but not limited to monthly bank or other financial institution statements; canceled checks; invoices; vouchers; salary and fringe benefit records; purchase orders; inventory statements;

grant, federal, state or other agency paperwork; and contracts of **BSR** related to the funding provided in this Agreement shall be open to inspection during regular working hours by the **County** through the Benzie **County** Board of Commissioners or its designee. Refusal to allow the **County** or its representatives access to said records shall constitute a material breach of this Agreement and grounds for termination.

- X. **Maintenance of Records.** **BSR** shall keep and maintain records in accordance with the Records Retention Schedule in Exhibit B or for a period of seven (7) years after termination of this Agreement or until a final audit has been performed by the **County**, whichever occurs later. In the event the **County** has not performed a final audit within said seven (7) year period, **BSR** may dispose of the records within the limitations of except as may be prohibited by HIPPA or other confidentiality and/or privacy statutes that otherwise apply to **BSR**.
- XI. **Open Meetings Act/Freedom of Information Act.** **BSR** shall comply with the Open Meetings Act and Freedom of Information Act respectively, with respect to the **County**, for matters related to the Program.
- XII. **Meeting Attendance/Participation.** A representative of **BSR** shall attend at least one regular monthly meeting of the **County** to provide reports, updates and schedules of activities and to answer questions.
- XIII. **Nondiscrimination.** **BSR** shall not discriminate against a person to be served or an employee or applicant for employment, and shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations.
- XIV. **Applicable Laws and Regulations.** All funded programs and services shall be subject to all applicable provisions of the Older Americans Act as amended and the Act's regulations and policies; to all applicable operating standards of the Michigan Aging & Adults Services Agency; and all applicable Federal, State and Local laws, ordinances, rules and regulations.
- XV. **Independent Contractor.** It is expressly understood and agreed that **BSR** is an independent contractor. The employees and agents of **BSR** shall in no way be deemed to be and shall not hold themselves out as the employees or agents of the **County**. **BSR's** employees and agents shall not be entitled to any fringe benefits of the **County** such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. **BSR** shall be responsible for paying any salaries, wages, or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all

applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. **BSR** shall carry Workers' Compensation coverage for its employees, as required by law, and shall provide the **County** with proof of said coverage upon request.

- XVI. Indemnification and Hold Harmless.** **BSR** shall, at its own expense, indemnify, protect, defend and hold harmless the **County**, its elected and appointed officers, employees and agents from all third party claims, damages, lawsuits, costs, and expenses, including but not limited to all costs from administrative proceedings, court costs and attorney fees that it may incur to the extent they are the result of any acts, omissions or negligence of **BSR**, its employees, agents or subcontractors that may arise out of this Agreement and/or its prior Agreements.
- XVII. Insurance.** **BSR** shall procure, pay the premium, keep and maintain during the term of this Agreement, comprehensive general and professional liability insurance with contractual liability coverage in an amount of not less than Two Million and No/100 (\$2,000,000.00) per occurrence, and/or aggregate, combined single limit covering all personal and bodily injuries, death, and/or property damage arising from the Program operated pursuant to this Agreement. **BSR** shall provide the **County** with a certificate of insurance proper to the commencement of this Agreement upon request. **BSR** shall maintain such other insurances as it deems appropriate for its own protection. Premises liability insurance in the amount of One Million and No/100 (\$1,000,000.00) shall be provided by **BSR**. **Benzie County** is to be named as an additional insured and loss payee on **BSR's** liability policy.
- XVIII.** In the event that **BSR's** insurance coverage, including Workers' Compensation insurance required under this Agreement is at any time reduced or terminated during the duration of the Agreement, **BSR's** insurer shall provide the **County** with at least thirty (30) days prior written notification of such reduction or termination.
- XIX. Notice**
Any notices permitted or required under this Agreement shall be made to the parties as follows:

To the **County**: Chair, County Commission
 448 Court Place
 Beulah MI 49617

 County Administrator
 448 Court Place
 Beulah MI 49617

To BSR: Chairperson, Benzie Senior Resources
10542 Main Street
Honor MI 49640

Executive Director, Benzie Senior Resources
10542 Main Street
Honor MI 49640

- XX. **Modifying the Agreement.** This Agreement may be modified only by a writing signed by both parties.
- XXI. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan.
- XXII. **Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
- XXIII. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

The authorized representatives of the parties hereby have fully executed this Agreement on the day and year first above written.

Dated: _____

Benzie County Chairperson, with authority

Dated: _____

Benzie Senior Resources Board President,
with authority (or other person with legal
authority)

Attachments: Exhibit A – Program Services
Exhibit B – Records Retention Schedule

Exhibit A

Benzie Senior Resources Programs and Services

- Home Delivered Meals. Hot nutritious meals with milk Monday through Friday, breakfast for the week, frozen meals for the weekend and a cold meal for dinner.
- Home Health Care – Assistance with personal care, meal preparation, light housekeeping, exercise, errands and companionship, based upon an assessment and care plan developed by a registered nurse.
- Senior Centers – The Gathering Place in Honor operates Monday – Friday and the Community Building in Thompsonville operates on the first Friday of each month. These sites connect older adults to vital community services, which support a healthy, independent lifestyle. These services include: health, fitness and wellness programs, and social and recreational activities.
- Respite – Much needed time off with peace of mind for family caregivers.
- Homemaker - Light housekeeping every other week for up to two hours per visit.
- Medication Management – Help with medication management by a registered nurse.
- Guardian Medical Monitoring - A hands-free, personal help button designed to get help when needed most.
- Congregate Meal Sites –Congregate meals promote good physical and mental health for older adults through nutritious meals and opportunities for social interaction.
- Information and Assistance - Linking individuals with the services and programs that best address their needs.

- Snow Removal – Shoveling and plowing to ensure that seniors are able to get in and out of their homes and driveways in winter.
- Benzie Senior Oral Health Program - Up to a \$300 voucher to assist a limited number of older adults in obtaining much needed dental care.
- Project Lifesaver™ - A system of personnel, training and equipment providing an effective way to keep individuals who might wander safe.
- Senior Essential Needs Fund - Assisting those in desperate need of shelter repairs, utilities, food and medical needs.
- Lawn Chore - Outdoor maintenance intended to increase the safety of individuals living in their own home.
- Equipment Loan Closet - Free loans of gently used medical equipment.
- Medicare/ Medicaid Assistance Program (MMAP) – Objective and confidential health insurance counseling by trained volunteers.
- Dining Out Program – Vouchers at participating restaurants to give seniors more nutritional choices.
- Senior Transportation – Free Benzie Bus passes for all Benzie County residents age 60 and older.
- Senior Companion – Connecting homebound Benzie seniors with a companion that visits and provides caring friendship.
- Hearing Clinic – Free hearing tests and free hearing aid checks and servicing.
- Foot Clinic – Nail trimming and overall foot assessment by a trained registered nurse every 6 weeks.
- Blood Pressure Clinic – Twice monthly.
- Estate Planning – A free monthly opportunity for seniors to speak with an experienced estate planning attorney to review, update and/or create an estate plan.
- Tax Preparation - Free tax return preparation by volunteer preparers throughout the tax season.

- Senior Project Fresh – Coupon booklets to provide older adults who qualify with unprocessed, Michigan-grown products from authorized farmers markets and roadside stands.
- Matter of Balance – An 8 week, 2 hour/ week class taught by two certified coaches that emphasizes practical strategies to reduce fear of falling and increase activity levels.

Exhibit B

Benzie County Council on Aging - Document Preservation Schedule

The following table provides the minimum requirements of document retention and periodic destruction of documents pertaining to the operation of Benzie County Council on Aging.

| TYPE OF DOCUMENT | MINIMUM RETENTION REQUIREMENT |
|---|--------------------------------------|
| Accounts payable ledgers and schedules | 7 years |
| Audit reports | Permanently |
| Bank Reconciliations | 2 years |
| Bank Statements | 3 years |
| Checks (for important payments and purchases) | Permanently |
| Client Files | 7 years |
| Contracts, mortgages, notes and leases (expired) | 7 years |
| Correspondence (general) | 3 years |
| Correspondence (legal and important matters) | Permanently |
| Correspondence (with customers and vendors) | 2 years |
| Deeds, mortgages, and bills of sale | Permanently |
| Depreciation Schedules | Permanently |
| Duplicate deposit slips | 2 years |
| Employment, Board and Volunteer Applications | 3 years |
| Expense Analyses/expense distribution schedules | 7 years |
| FEMA | 4 years |
| Year End Financial Statements | Permanently |
| Insurance Policies (expired) | 3 years |
| Insurance records, current accident reports, claims, policies, etc. | Permanently |

| | |
|--|-------------|
| Internal audit reports | 3 years |
| Inventories of products, materials, and supplies | 7 years |
| Invoices (to customers, from vendors) | 7 years |
| Minute books, bylaws and charter | Permanently |
| Patents and related Papers | Permanently |
| Payroll records and summaries | 7 years |
| Personnel files (terminated employees) | 7 years |
| Retirement and pension records | Permanently |
| Tax returns and worksheets | Permanently |
| Timesheets | 7 years |
| Trademark registrations and copyrights | Permanently |
| Withholding tax statements | 7 years |

2004 National Council of Nonprofit Associations, www.ncma.org

Adopted by Council on Aging Board of Directors July 20, 2012



448 Court Place • Beulah, MI 49617

Memo To: Benzie County Board of Commission
From: Mitchell D. Deisch, County Administrator *M Deisch*
Date: December 12, 2016
Subject: Water Tower Space Lease Agreement and Easement Agreement with the Village of Beulah

The Village of Beulah is under an Administrative Consent Order (ACO) from the Department of Environmental Quality to upgrade their water system. One of the primary corrections is the construction of a new water tower. For 6+ months Benzie County has been working with the Village of Beulah on the potential location of the new water tower on County owned property adjacent (east) to the Animal Control Center.

The Buildings and Grounds Committee approved a motion at their October 12, 2016 meeting, **"Motion by Carland, seconded by Walterhouse, to support a utility easement to the Village of Beulah for the construction of a new water tank on the Benzie County Governmental Center parcel adjacent to the Animal Control Center and request the Village of Beulah to provide a legal description and survey of the selected location prior to the motion being presented to the Benzie County Board of Commissioners. Ayes: All Nays: None. Motion carried."**

In conjunction with the easement is the Water Tower Lease Agreement. This agreement was required based upon the County's desire to improve their 911 radio coverage through locating 911 antennas on the new water tower at a higher elevation. Thus the Water Tower Lease Agreement allows for the County to relocate up to three 911 antennas on the water tower and room at the base of the tower for the radio equipment.

This easement agreement and subsequent Water Tower Lease Agreement is a win-win for both the Village and County. The Village is able to comply with the ACO and improve their water system, without the need for securing/paying for a parcel of land. This parcel is located next to the Sheriff Department, which increases the level of security of the water tower.

Benzie County will not only improve coverage for 911 communication through the higher elevation of the antennas, but also will get increased water pressure at both Jail and Government Center. Most of all Benzie County is assisting a fellow municipality through intergovernmental cooperation.

Recommendation:

1. The Benzie County Board of Commissioners approve the Easement Agreement between the Village of Beulah and Benzie County authorizing both the County Chairperson and County Clerk to sign the document.
2. The Benzie County Board of Commissioners approve the Water Tower Space Lease Agreement between the Village of Beulah and Benzie County authorizing the Benzie County Chairperson to sign the documents.

RECEIVED

DEC 15 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

BUILDINGS & GROUNDS COMMITTEE

October 12, 2016

9:00 a.m.

Members present: Gary Sauer - Chair, Coury Carland and Frank Walterhouse
Others Present: Dawn Olney, Mitch Deisch, Maridee Cutler, Rick Morris, Shelley Thompson, Frank Post
Guests: Dan Smith and Phil Downs, Village of Beulah

Meeting called to order by Commissioner Gary Sauer at 9:00 a.m.

Pledge of allegiance was given.

Motion by Carland, seconded by Walterhouse, to approve the agenda as amended, adding Frank Post with four items under 9 Other. Ayes: All Nays: None Motion carried.

Motion by Carland, seconded by Walterhouse, to approve the minutes of September 14, 2016 as corrected. Ayes: All Nays: None Motion carried.

Public Input – None

Benzie County Hybrid Transfer Station: Maridee presents the information for David Schaffer – she stated that if this committee approves of the concept of a transfer station for recycling, he would proceed with a grant application to the tribe and will get estimates from contractors. He would like to use property between the Animal Control and Jail.

Coury stated that he is not opposed to a transfer station, it is good to provide storage space. Mitch stated that the concept is valid and sound; would ask that he continue to explore alternate locations; he will talk with David regarding this.

Water Tower: Dan Smith and Phil Downs from the Village of Beulah are present; Mitch stated there are three possible sites for a new water tower – 1 on private property and 2 on county property; Mitch provided an aerial photograph of the two proposed county sites. The larger of the two county sites would take substantial leveling; the other one is a flatter area, directly behind the com van storage building is located.

Dan Smith stated that the tower would have a height of 80 feet; and they would like to hide it as much as they can; this started several months ago when they wanted to clean the current tower and the DEQ said no; by the end of 2018 a new tower needs to be done; we aren't satisfying them then the state will take the project over and we will lose control. This area is more concealable and a big part of the project is pipes – we have pipes with lead seals that need to be replaced as well; about 30 customers are being served by the Village of Benzonia and we would like to recoup those customers. In 1932 with a handshake agreement, the tank was placed on private property. High ground is over here, trees are over here, there is pressure problems here, the jail is our biggest customer. This would be an ideal location – we would ask to allow this be placed on county property.

The engineers for the village have said an easement is better than buying property.

Frank Walterhouse stated he would like to help the village – and would agree to an easement.

Mitch stated that the village is not interested in reducing the cost of water at the jail or sharing in any of the telecommunications revenue; they are asking for the easement gratis.

Dan Smith says you will benefit with pressure; the jail is our largest customer.

Phil Downs stated that the USDA will tell them the rates to use.

BUILDINGS & GROUNDS

October 12, 2016

Page 2 of 3

Mitch suggested that they consider an annual escalator when you are adopting your budget onto your water bill. He asks the Buildings & Grounds if they would agree to the larger site; so you are asking if the B/G would support a motion to grant the Village of Beulah an easement to allow for a Village water tower to be constructed at this location, with telecommunications on the tower. We would need the exact legal description you are asked to have for the tower. Phil also stated that they would also replace a number of fire hydrants in the Village of Beulah.

Motion by Carland, seconded by Walterhouse, to support a utility easement to the Village of Beulah for the construction of a new water tank on the Benzie County Governmental Center parcel adjacent to the Animal Control Center and to request the Village of Beulah to provide a legal description and survey of the selected location prior to the motion being presented to the Benzie County Board of Commissioners. Ayes: All Nays: None Motion carried.

Other:

Frank Post:

- 1) Emergency Guidelines for the building – Frank this was started when Karl Sparks was here; he will discuss this at the staff meeting on Friday; this is how we will respond to different issues. No action on your part required.
- 2) Upgrades to lower level – security upgrades currently in progress. Alarms will be placed under all desks and be triggered in the Sheriff Office; each alarm would be designated to an individual desk so if it is triggered, the Sheriff Office knows where the problem is.
- 3) Building Security and Safety Committee – Frank would recommend: Frank Post, representative from Courts and DHS, Sheriff Dept, Rick Morris, Central Dispatch, Register of Deeds, Clerk, Treasurer, Mitch. They would report back to this board and hopefully streamline the process. Mitch also suggested someone from the BOC should be involved.
- 4) Bullet proof glass – would like to see us do bullet proof glass similar to the prosecutor's office; he provided information on some windows. This type of window would not work at Treasurer, Register of Deeds Office or County Clerk, but it would work at the different court offices.

Public Input – None

Motion by Carland, seconded by Walterhouse, to adjourn at 10:44 a.m. Ayes: All Nays: None Motion carried.

Dawn Olney
Benzie County Clerk

BUILDINGS & GROUNDS

October 12, 2016

Page 3 of 3

Motion by _____ seconded by _____, to approve the Buildings and Grounds Consent Calendar as follows:

DRAFT

WATER TOWER SPACE LEASE AGREEMENT

This Water Tower Space Lease Agreement is made this _____ day of _____, 2016, between **the Village of Beulah**, a Michigan municipal corporation of 7228 Commercial Street, Beulah, Michigan 49617, Michigan (the "Village") and the **County of Benzie**, a Michigan municipal corporation, of Government Center, 448 Court Place, Beulah, Michigan 49617 (the "County").

Recitals

WHEREAS, the Village will be constructing and shall be the owner of a 80-100 feet tall water tower ("Tower") on real property over which the County has granted an easement to the Village in the Village of Beulah, Benzie County, Michigan, and legally described in attached **Exhibit A** ("Property"); and

WHEREAS, the County transferred an easement for the Tower to the Village by easement Agreement dated _____, 2016, in partial consideration of the Village's lease of space on the Tower to the County for use in connection with the County's 911 dispatch system; and

WHEREAS, the Village agrees to lease space on the Tower as set forth herein to the County under the terms and conditions provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Village and County agree as follows:

1. LEASED SPACE. The Village leases to the County space on the Tower for the County's installation of up to three (3) antennas and the radio equipment necessary and related thereto (some of which will need to be at the base of the tower) to serve the County's 911 dispatch system. Upon installation of the antennas and the related radio equipment by the County, the County shall prepare a surveyed drawing depicting the actual location of the antennas, which shall be attached hereto as **Exhibit B**, and shall be made a part hereof (the "Leased Space").

2. LICENSE. The Village also grants a license to the County in the Tower and over the Property for reasonable access to the Tower on a 24-hour basis for the purpose of installing, maintaining, repairing and removing the County's equipment on the Leased Space ("Licensed Space").

3. PURPOSE. The Leased Space shall be used to serve the County's 911 dispatch system and shall be used by the County for no other purpose.

4. CONSIDERATION. The Easement between the Village and the County attached hereto as **Exhibit C** and \$1.00, receipt of which is hereby acknowledged.

5. MISCELLANEOUS CONDITIONS. The County understands and agrees that:

A. The County accepts the Leased Space and the Licensed Space (the "Premises") as is.

B. The County's use of the Premises shall not result in any damage to the Tower and shall not interfere with the Village's use of the Tower. In the event of damage to the Tower or the

Premises by the County, the County shall repair and restore the Tower or the Premises to the condition prior to such damage.

C. The County shall comply with all applicable federal, State and local laws, rules and regulations, including, but not limited to, the laws, rules and regulations of the Federal Communications Commission, Federal Aviation Agency, the State of Michigan, the County of Benzie, and the Village of Beulah.

6. TERM. The term of this Agreement shall be for 20 years commencing upon installation of the antennas by the County following construction of the Tower by the Village and shall remain in effect unless renewed or terminated as provided herein. The County shall provide notice of the installation of the antennas in writing to the Village. If the County does not provide notice of the installation of the antennas in writing to the Village, it shall be presumed that the Term commences 60 days following substantial completion of the Tower.

7. TERMINATION. This Agreement may be terminated by either party on 180 days written notice and may be terminated immediately in the event that the County utilizes the Leased Space for any Purpose other than as set forth in this Lease.

8. OPTIONS TO RENEW. The County shall have the option to renew and extend the term of this Lease for three (3) consecutive periods of 20 years each. Each renewal period shall be deemed exercised by the County provided that the County does not provide notice of its intent not to renew at least 30 days prior to the date of the renewal date.

9. MAINTENANCE OF TOWER. Each party shall be responsible for the costs of maintenance and repair of its own property, real or personal.

10. MODIFICATION OF PREMISES. Except as otherwise provided herein, the County shall not modify or alter the Premises without the prior written consent of the Village.

11. EXPENSES. Except as otherwise provided herein, the County shall pay all expenses in connection with its use of the Leased Space and its rights and privileges granted hereunder, including, but not limited to, any taxes, fees, license fees and assessments lawfully levied or assessed upon its personal property.

12. INDEMNIFICATION; INSURANCE; COOPERATION.

A. To the fullest extent permitted by law, the County shall indemnify, defend and hold harmless the Village, its elected and appointed officials, employees and agents, from any and all claims, liabilities, judgments, costs, damages, expenses and attorney fees incurred by or asserted against the Village, its elected and appointed officials, employees and agents, up to and to the extent of its insurance limits as the result of, or arising out of, or relating to any actions or omissions of the County, its officers, board members, employees or agents, in performance under this Agreement.

B. To the fullest extent permitted by law, the Village shall indemnify, defend and hold harmless the County, its officers, board members, employees and agents, from any and all claims, liabilities, judgments, costs, damages, expenses and attorney fees incurred by or asserted against the

County, its officers, board members, employees and agents, up to and to the extent of its insurance limits as the result of, or arising out of, or relating to any actions or omissions of the Village, its elected and appointed officials, employees or agents, in performance under this Agreement.

C. This indemnification by each party will survive the termination or expiration of this Agreement. By entering this Agreement, the parties do not waive any immunities provided by law.

D. Each party shall obtain and maintain in effect during the term of this Agreement general liability insurance in amounts not less than \$1,000,000 per occurrence and general aggregate insuring that will be the sole source of coverage for acts or omissions of the party, its elected and appointed officials, officers, board members, employees and agents in performance under this Agreement. Said insurance shall name the other party as an additional insured and will be in a form and amount acceptable to the other party, and each party shall provide the other, upon request, with an appropriate certificate evidencing such insurance. It is expressly understood by the parties that each party does not, in any way, represent that said insurance or limits of liability are sufficient to protect the other's interest or liabilities.

E. Each party shall promptly notify the other of any claim that may be asserted against any of them in connection with this Agreement, and shall provide information and reasonable assistance with respect to the defense of such a claim as the other party may request.

13. REMOVAL OF EQUIPMENT. Upon expiration or termination of this Agreement, whether by lapse of time or otherwise, the County shall promptly remove its equipment and vacate the portion of the Premises occupied by it under the provisions of this Agreement. The County shall leave the Premises in a clean, good condition.

14. DAMAGE OR DESTRUCTION OF COUNTY'S EQUIPMENT. The Village shall not be liable to the County for damages arising from interference, discontinuance, or interruption of the County's operation on the Tower as a result of the actions or failure to act of the Village, its officers, employees, agents or volunteers, a third party, an Act of God or circumstances beyond the Village's control.

15. WAIVER. The waiver by a party of any default in performance by the other party of any of the terms, covenants or conditions contained herein shall not be deemed a continuing waiver of that default or any subsequent default.

16. AMENDMENT. No amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties in the same manner as this Agreement, or by changes in applicable law that mandate alteration of a term or terms of this Agreement.

17. RELATIONSHIP OF PARTIES. No partnership or joint venture is created by this Agreement. The relationship between the parties shall be construed to be that of landlord and tenant only.

18. ASSIGNMENT; SUBLETTING. The County shall not assign this Agreement or any right or obligation under this Agreement without the prior consent of the Village.

19. SUCCESSORS AND ASSIGNS. If this Agreement is assigned, then it will bind and benefit the successors and assigns of the parties.

20. THIRD PARTIES. This Agreement confers no rights or remedies on any third party, other than the parties to this agreement and their respective successors and permitted assigns.

21. SEVERABILITY. Each provision of this Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the remainder of the Agreement shall remain in effect.

22. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Michigan.

23. NOTICES. All required notices shall be in writing and shall be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the Village: Village President
Village of Beulah
PO Box 326
7228 Commercial Street
Beulah, MI 49617

If to the County: _____

24. ENTIRE AGREEMENT. This Agreement is the entire understanding between the parties.

25. COUNTERPARTS. Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission or other comparable means. This Agreement shall be deemed fully executed and entered into on the date of execution by the last signatory required hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

VILLAGE OF BEULAH

By: _____

Its: _____

By: _____

Its: _____

Subscribed and sworn to before me this day of _____, 2016.

Notary Public

_____ County, MI

Acting in _____ County, MI

My Commission Expires: _____

BENZIE COUNTY

By: _____

Its: _____

Subscribed and sworn to before me this day of _____, 2016.

Notary Public

_____ County, MI

Acting in _____ County, MI

My Commission Expires: _____

EXHIBIT A

CERTIFICATE OF SURVEY

PART OF LOT 8, BLOCK 2, VILLAGE OF BENZONIA, NOW ANNEXED TO THE VILLAGE OF BEULAH, BENZIE COUNTY, MICHIGAN.

COPY

LOT 2 CLAGGET-HEIGHTS SUB. LOT 9
EAST-WEST 1/4 LINE SEC. 25 & LINE BETWEEN VILLAGE OF BEULAH/BENZONIA
NORTH ST. (VACATED-LIBER 238, PG. 487) N.E. COR. LOT 8, BLOCK 2
NORTH LINE OF LOT B
P.O.B. OF ROAD CENTERLINE
US-31
P.O.B. OF ROAD CENTERLINE
LOT 1
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KILLDALE ST. (80')
NOT OPEN

| CURVE No. | DELTA | RADIUS | LENGTH | CHORD |
|-----------|-----------|---------|--------|--------------------|
| 1 | 20°59'14" | 220.70' | 80.84' | S75°55'21"E 80.39' |
| 2 | 57°22'44" | 80.35' | 80.47' | S52°55'05"E 77.15' |
| 3 | 04°36'16" | 234.27' | 18.83' | S31°47'50"E 18.82' |
| 4 | 14°12'30" | 201.27' | 49.91' | N37°00'28"W 49.78' |

BCACS = BENZIE COUNTY ANIMAL CONTROL SHELTER

I hereby certify to VILLAGE OF BEULAH that I have surveyed and mapped the land above plotted and described and that the relative error of the unadjusted field observations of such survey was 1:5000 + and that all the requirements of P.A. 129 of 1970, as amended, have been complied with. Bids of Bearings PREVIOUS SURVEY JOB NO. 2006-7012.

This plat was prepared for the exclusive use of the person, persons or entity named in the certificate hereon. Said certificate does not extend to any unnamed third person without an express recertification by the surveyor naming said third person.

Field Notes Are in Book FF-9, Page 23.
CRYSTAL SURVEYING, L.L.C. 2016

Crystal Surveying, L.L.C.

Surveyors • Boundary Consultants
P.O. Box 108 • Beulah, MI 49617
(231) 882-4803 Fax: (231) 882-5211
crystalsurveying@sbcglobal.net

For: VILLAGE OF BEULAH

Date: NOV. 17, 2016 Scale: 1 INCH = 100 FEET

Drn. By: J.J.H. Rev.:

Sheet 1 of 2 Job No.: 2016-8242

Checked By: J.B.S.

Professional Surveyor No.

ALTERATION OF ANY PART OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF CRYSTAL SURVEYING, L.L.C., IS PROHIBITED.



- MANHOLE
- CATCH BASIN
- FOUND CONCRETE MON.
- SET 600 SPIKE IN ROOT OF 4" HEMLOCK
- FOUND IRON
- SET 1/2 X 18" REDAR W/CAP NO. 30895

BCACS PARCEL RECORDED IN LIBER 273, PG. 599

PLAT OF VILLAGE OF BENZONIA (ANNEXATION RECORDED IN LIBER 248, PAGE 130, BENZIE CO. RECORDS)

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LOT 90

LOT 91

LOT 92

LOT 93

LOT 94

LOT 95

LOT 96

LOT 97

LOT 98

LOT 99

LOT 100

Water Tower Parcel and Access Easement

That part of Lot 8, Block 2, of the recorded plat of the Village of Benzonia now Annexed to the Village of Beulah, Benzie County, Michigan, more fully described as follows:

Commencing at the Northeast corner of said Lot 8, Block 2 of said plat of the Village of Benzonia; thence along the north line of said lot S89°57'13"W 656.54 feet to the Northeast corner of a 66.00 foot wide private easement; thence along the easterly line of said easement S34°31'38"W 1.26 feet to a point which is 33.00 feet southerly of the existing centerline of the access drive to the Benzie County Jail, said point also being the Northwest corner of the Benzie County Animal Control Shelter parcel previously recorded in Liber 273, Page 599; thence along the north line of the Animal Control Shelter parcel and 33.00 feet southerly of and parallel with the existing centerline of the Benzie County Jail access drive along the arc of a curve to the left (R = 220.70 feet, I = 20°59'14" and Chord bearing = S75°55'21"E 80.39 feet) a distance of 80.84 feet to the POINT OF BEGINNING, said point being the Northeast corner of said Animal Control Shelter Parcel; thence continuing 33.00 feet southerly of and parallel with the existing centerline of said Benzie County Jail Access drive on the following 4 courses: S85°15'03"E 44.52 feet, along the arc of a curve to the right (R = 80.35 feet, I = 57°22'44" and Chord bearing = S52°55'05"E 77.15 feet) a distance of 80.35 feet, S24°19'09"E 78.35 feet and along the arc of a curve to the left (R = 234.27 feet, I = 04°36'16" and Chord bearing = S31°47'50"E 18.82 feet) a distance of 18.83 feet; thence leaving said Jail access drive right of way parallel with the east line of said Animal Control Shelter Parcel S34°31'17"W 161.42 feet; thence N55°28'43"W 200.00 feet to the Southeast corner of said Animal Control Shelter Parcel; thence along said east line N34°31'17"E 190.86 feet to the POINT OF BEGINNING. Containing 40,131 square feet of land more or less.

SUBJECT TO all applicable building, use restrictions and easements, if any, affecting the premises.

ALSO TOGETHER WITH a 66.00 foot wide easement for ingress and egress and the installation and maintenance of public and private utilities across part of the existing Benzie County Jail Access Drive on part of Lot 8, Block 2 and part of vacated North Street, both being in that part of the recorded plat of the Village of Benzonia now Annexed to the Village of Beulah and part of Lot 1 of the recorded plat of Clagget-Heights, all being in the Village of Beulah, Benzie County, Michigan, lying 33.00 feet each side of and coincident to the following described centerline:

Commencing at the Northeast corner of said Lot 8, Block 2; thence S66°18'52"W 416.71 feet to the POINT OF BEGINNING, said point being on the existing centerline of the Benzie County Jail Access Drive; thence along said existing centerline on the following 5 courses: along the arc of a curve to the right (R = 201.27 feet, I = 14°12'30" and Chord bearing = N37°00'28"W 49.78 feet) a distance of 49.91 feet, N24°19'09"W 77.08 feet, along the arc of a curve to the left (R = 113.35 feet, I = 53°46'59" and Chord bearing = N53°17'12"W 109.53 feet) a distance of 114.31 feet, N85°13'04"W 44.82 feet and along the arc of a curve to the right (R = 187.70 feet, I = 34°40'29" and Chord bearing = N69°29'24"W 111.87 feet to the POINT OF ENDING of said easement centerline, said point being on the easterly right of way line of Highway US-31 as shown on the recorded plat of Clagget-Heights. The sidelines of said easement arc to be extended or shortened to close upon the existing easterly right of way of Highway US-31.

Crystal Surveying, L.L.C.

Surveyors ~ Boundary Consultants
P.O. Box 108, Beulah, MI 49617
(231) 882-4303 Fax (231) 882-5211
crystalsurveying@sbcgloble.net

FOR: Village of Beulah

DATE: November 17, 2016

SHEET: 2 OF 2

JOB NO. 2016-8242

EXHIBIT B

EXHIBIT C

EASEMENT

This easement agreement ("Agreement") is made this ____ day of _____, 2016 between **Benzie County**, a Michigan municipal corporation, of Government Center, 448 Court Place, Beulah, Michigan 49617, together with its successors and assigns ("Grantor"), and **the Village of Beulah**, a Michigan municipal corporation of 7228 Commercial Street, Beulah, Michigan 49617, Michigan, together with its successor and assigns (referred to collectively and singularly herein as "Grantee"), on the following terms and conditions, for good and valuable consideration of One Dollar (\$1.00) and Grantee's lease of space on the to be built water tower to the Grantor for its 911 Dispatch System pursuant to the terms of a Water Tower Space Lease Agreement, attached hereto as **Attachment 1** and other valuable consideration, the sufficiency of which is hereby acknowledged.

1. **Background.** Grantor owns land in Village of Beulah, Benzie County, Michigan, described on the attached **Attachment 2**, attached hereto and made a part hereof ("Burdened Property"). Grantee desires an easement over a portion of the Burdened Property identified and legally described in **Attachment 3**, attached hereto and made a part hereof, for the construction, use, operation, and maintenance of a water tower to serve the public (the "Water Tower") and for access to the Water Tower.
2. **Use.** The Easement is hereby granted by Grantor solely for the purpose of construction, use, operation, and maintenance of a Water Tower to serve the public on the parcel identified on **Attachment 3** as the Water Tower Parcel (the "Water Tower Easement") and for nonexclusive ingress and egress as well as the installation and maintenance of public and private utilities and other appurtenances necessary for the construction, use, operation, and maintenance of the Water Tower by Grantee and Grantee's officers, agents, employees, and contractors over a 66.00 feet wide strip identified on **Attachment 3** (the "Access Easement"). Collectively, the Water Tower Easement and Access Easement are referred to herein as the "Easement."
3. **Maintenance.** In no event shall Grantor bear any responsibility, financial or otherwise, for the maintenance of the Water Tower Easement. All costs and expenses associated with the maintenance of the Water Tower Easement shall be paid by Grantee. Grantor shall be responsible for the maintenance of the Access Easement and shall be required to maintain the Access Easement in safe and serviceable condition that allows, at minimum, continual access for any and all emergency vehicles to the Water Tower Easement. Should Grantor fail to maintain the Access Easement as required compelling the Grantee to make repairs, Grantor shall promptly reimburse Grantee for the same.

4. **Indemnity.** Grantee agrees to indemnify Grantor for any claims, actions, damages or liability or any costs, fees (including reasonable attorney fees) and any other sums incurred by Grantor resulting from the use by anyone of the Water Tower Easement or the Access Easement in connection with the use of the Water Tower Easement up to and to the extent of Grantee's insurance coverage for such claims. Grantor agrees to indemnify Grantee for any claims, actions, damages or liability or and costs, fees (including reasonable attorney fees) and any other sums incurred by Grantee resulting from the use by anyone of the Access Easement other than in connection with the use of the Water Tower Easement up to and to the extent of Grantor's insurance coverage for such claims. This provision shall not be interpreted to waive immunity granted by law to either party. Grantee and Grantor shall obtain and maintain general liability insurance in amounts not less than \$1,000,000 per occurrence and general aggregate insuring against damage to persons or property on or about the Water Tower Easement and Access Easement Area, which policies shall list the other party as an additional insured and the parties shall provide the other party with an insurance binder showing the existence of the insurance and the other party as an insured party at the time this Easement is executed and upon request of either party.

5. **Interest in Realty; Termination.** The Easement is over the Burdened Premises is in gross for the benefit of the public, runs with the Burdened Property, and may be assigned or transferred by Grantee in whole or in part to another public entity with permission of the Grantor, which permission shall not be unreasonably denied, for the use of the Easement.

6. **Entire Agreement.** This Agreement and all exhibits shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior negotiations between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by all the parties.

7. **Notice.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission which provides evidence of receipt, and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Any party may change its address by giving notice of the change or a new facsimile transmission number to the other parties as provided in this section.

8. **Severability.** If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9. **Jurisdiction and Venue.** Any disputes under this Agreement shall be subject to the laws of the State of Michigan and venue for any disputes shall lie in Benzie County, Michigan.

10. **Time is of the Essence.** Time shall be of the essence in the performance and actions undertaken under this Agreement.

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

12. **Fees.** Grantee shall be responsible for all transfer taxes and any other fees payable in connection with the granting of the Easement and recording of this Agreement.

13. **Effective Date.** This Agreement shall be effective as of the day and year first above written.

Dated as of the date first written above.

GRANTOR:

Benzie County

By:

Its: Chairperson

By: Dawn Olney

Its: Clerk

STATE OF MICHIGAN

)

_____ COUNTY)

Acknowledged before me in _____ County, _____ on
_____, 201__ by _____, Chairperson and Dawn Olney, Clerk,
on behalf of Benzie County.

Notary public, State of _____, County of _____.

My commission expires _____.

Acting in the County of _____.

GRANTEE:

Village of Beulah

By: Daniel L. Smith
Its: President

By: Laura Spencer
Its: Clerk

STATE OF MICHIGAN)

_____ COUNTY)

Acknowledged before me in Benzie County, _____ on _____, 2016 by
Daniel L. Smith, Village President, and Laura Spencer, Village Clerk..

Notary public, State of _____, County of _____.
My commission expires _____.
Acting in the County of _____.

Exempt from Transfer tax pursuant to MCL 207.505(h) and MCL 207.526(h)

Drafted by and when recorded return to:

Karrie Zeits, Attorney
Smith Haughey Rice & Roegge
101 N. Park St., Suite 200
Traverse City, MI 49684
231-929-4878

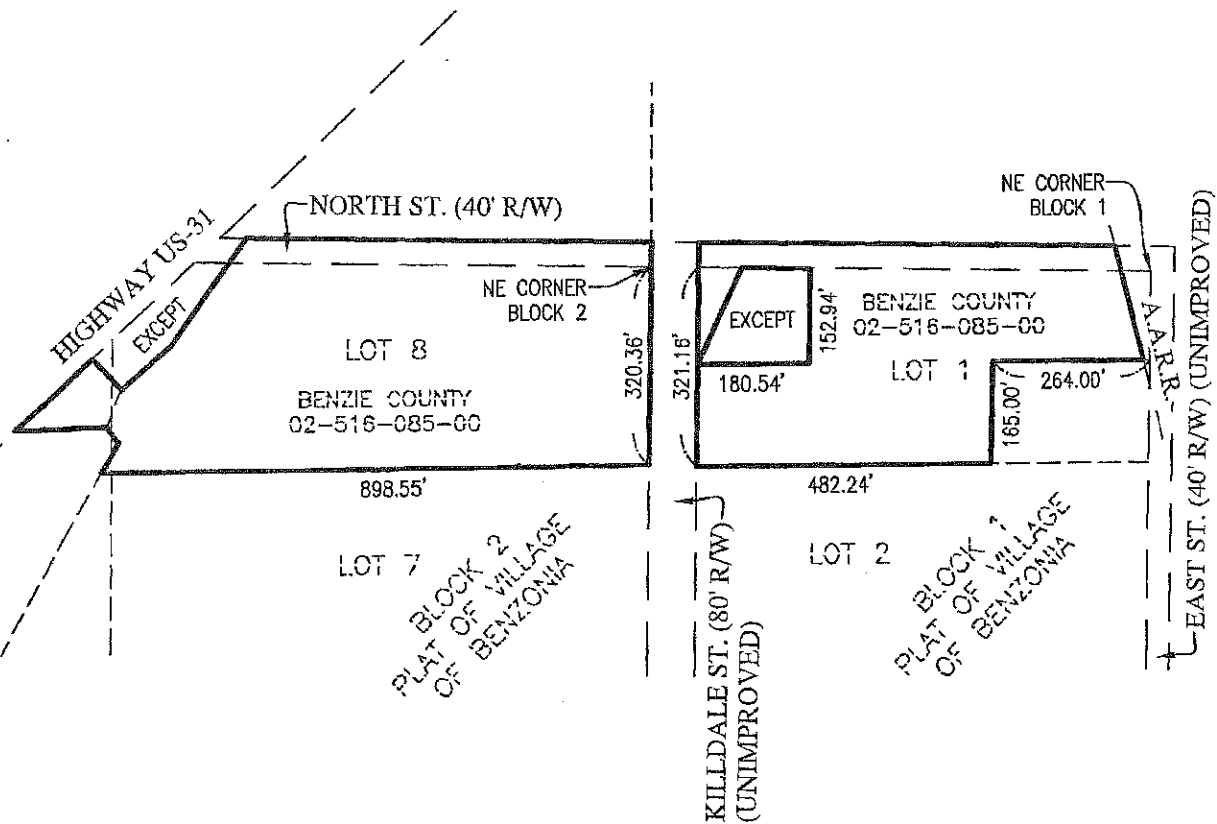
ATTACHMENT 1

ATTACHMENT 2

ATTACHMENT 2

02-516-085-00 (FROM TAX ROLLS):

BEG AT NE COR OF BLK 1 VLLG OF BENZONIA S 143.3 FT W 264 FT S 165 FT W 482.24 FT N 321.16 FT E 747.95 FT TO POB EXC
 BEG AT NE COR OF BLK 1 W 607.45 FT TO POB S 152.94 FT W 180.5 FT N 25 DEG 30'40" E 171.6 FT E 110 FT TO POB ALSO INC
 PRCL BEG AT NE COR BLK 2 S 320.36 FT W 898.52 FT N 30 DEG 48'30" E 55.9 FT N 38 DEG 55' W 33.29 FT S 86 DEG 56' W
 149.35 FT N 43 DEG 49'30" E 4.43 FT N 47 DEG 13'30" E 396.4 FT E 753.01 FT TO POB ALSO INC TH PT OF NORTH ST LYING
 E'LY OF HWY US-31 COM AT INT OF N LN LOT 8 BLK 2 & E'LY ROW OF HWY US-31 E'LY 1620.96 FT M/L TO N/S 1/4 LN N'LY 40
 FT M/L TO S LN OF BEULAH VILLAGE LMTS EXC ANY PT LYING IN KILLDALE ST, AARR & EAST ST ROW'S - EASE EXC COM AT NE COR
 OF BLK 2 W 656.54 FT TO NE COR OF 66 FT EASE ALG E'LY LN OF EASE S 35 DEG 32'23" W 1.26 FT TO POB SE'LY ALG 1 FT CRV
 80.84 FT S 35 DEG 32'23" W 190.86 FT N 54 DEG 27'37" W 75.33 FT TO E'LY LN SD EASE N 35 DEG 32'23" E 162.78 FT TO POB
 ANNEXED TO VLLG OF BEULAH L248 P.922-923 1992 WAS 10-02-504-001-00 & 10-02-504-005-02.



SCALE 1" = 300'

0' 300' 600'



Client:

Sheet 1 of 1

VILLAGE OF BEULAH
 PART OF SECTION 26, T26N, R15W,
 VILLAGE OF BEULAH
 BENZIE COUNTY, MICHIGAN

Job #: 2016027005.01

Date: 12/12/2016

Scale: 1" = 300'

Drawn: PCC

Chk'd.: CJP

Rev.:



Gosling Crubak
 engineering sciences, inc.
 1280 Business Park Drive
 Traverse City, MI 49686-8607
 231-945-9191 800-968-1062
 Fax: 231-941-4803

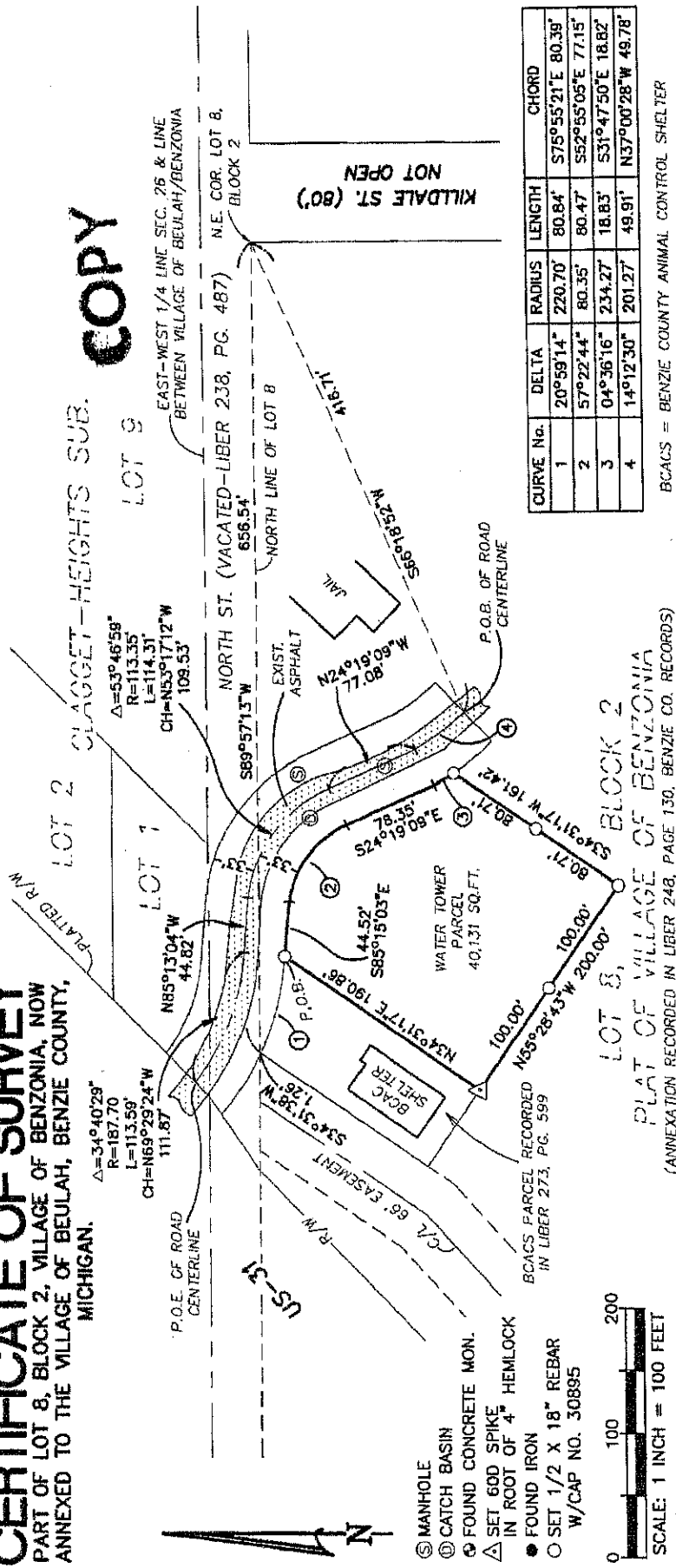
- Engineers
- Surveyors
- Environmental Services
- Landscape Architecture

ATTACHMENT 3

CERTIFICATE OF SURVEY

PART OF LOT 8, BLOCK 2, VILLAGE OF BENZONIA, NOW ANNEXED TO THE VILLAGE OF BEULAH, BENZIE COUNTY, MICHIGAN.

COPY



| CURVE No. | DELTA | RADIUS | LENGTH | CHORD |
|-----------|-----------|---------|--------|--------------------|
| 1 | 20°59'14" | 220.70' | 80.84' | S75°55'21"E 80.39' |
| 2 | 57°22'44" | 80.35' | 80.47' | S52°55'05"E 77.15' |
| 3 | 04°36'16" | 234.27' | 18.83' | S31°47'50"E 18.82' |
| 4 | 14°12'30" | 201.27' | 49.91' | N37°00'28"W 49.78' |

BCACS = BENZIE COUNTY ANIMAL CONTROL SHELTER

PLAT OF VILLAGE OF BENZONIA
(ANNEXATION RECORDED IN LIBER 248, PAGE 130, BENZIE CO. RECORDS)

I hereby certify to VILLAGE OF BEULAH that I have surveyed and mapped the land above plotted and described and that the relative error of the unadjusted field observations of such survey was 1:5000 + and that all the requirements of P.A. 132 of 1970, as amended, have been complied with. Basis of Bearings: PREVIOUS SURVEY JOB NO. 2006-7012.

This plat was prepared for the exclusive use of the person, persons or entity named in the certificate herein. Said certificate does not extend to any unnamed third person without an express recertification by the surveyor naming said third person.

Field Notes Are in Book FF-9, Page 23.

CRYSTAL SURVEYING, L.L.C. 2016

Professional Surveyor No.

Crystal Surveying, L.L.C.

Surveyors • Boundary Consultants
P.O. Box 108 • Beulah, MI 49617
(231)982-4903 Fax:(231)982-6211
crystalsurveying@sbglobal.net

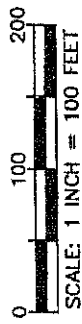
For: VILLAGE OF BEULAH

Date: NOV. 17, 2016 Scale: 1 INCH = 100 FEET

Dwn. By: J.J.H.

Sheet 1 of 2 Job No.: 2016-8242

Checked By: J.B.S.



- ③ MANHOLE
- ④ CATCH BASIN
- ⑤ FOUND CONCRETE MON.
- △ SET 600 SPIKE IN ROOT OF 4" HEMLOCK
- FOUND IRON
- SET 1/2 X 18" REBAR W/CAP NO. 30895

Water Tower Parcel and Access Easement

That part of Lot 8, Block 2, of the recorded plat of the Village of Benzonia now Annexed to the Village of Beulah, Benzie County, Michigan, more fully described as follows:

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SUBJECT TO all applicable building, use restrictions and easements, if any, affecting the premises.

ALSO TOGETHER WITH a 66.00 foot wide easement for ingress and egress and the installation and maintenance of public and private utilities across part of the existing Benzie County Jail Access Drive on part of Lot 8, Block 2 and part of vacated North Street, both being in that part of the recorded plat of the Village of Benzonia now Annexed to the Village of Beulah and part of Lot 1 of the recorded plat of Clagget-Heights, all being in the Village of Beulah, Benzie County, Michigan, lying 33.00 feet each side of and coincident to the following described centerline:

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Crystal Surveying, L.L.C.

Surveyors ~ Boundary Consultants
P.O. Box 108, Beulah, MI 49617
(231) 882-4303 Fax (231) 882-5211
crystalsurveying@sbcgloble.net

FOR: Village of Beulah

DATE: November 17, 2016

SHEET: 2 OF 2

JOB NO. 2016-8242

CORRESPONDENCE

ROBERT ROSA, CHAIRMAN
W. JOHN NUSKE, VICE CHAIR
TED MICK, MEMBER
MATTHEW SKEELS, MANAGER



11318 MAIN STREET
P. O. BOX 68
HONOR, MI 49640-0068

(231) 325-3051
(231) 325-2767 FAX

Your Local Road Professionals

Agenda - December 15, 2016

Regular Meeting

- Approval of Agenda
- Minutes 11/16/16
- Bills - Accounts Payable and Payroll
- MERS EFT
- Cash Summary
- Work Summary

Superintendents report:

Public Input *

Standing guest: Gary Sauer, County Commissioner

New Business:

Work rules-excessive absenteeism
Set first meeting of 2017
Benzonia Twp-Lincoln Rd

Correspondence/Information/Discussion:

Pt Betsie road end in Lake Twp
CRASIF Mutual Conversion Project
FLAP Grant application
GT Band 2% grant application

Public Input *

RECEIVED

DEC 16 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

*PUBLIC INPUT POLICY - Public Input sessions will be limited to a total of 15 minutes. If a group would like to address the Board, they will be limited to 2 minutes per person.

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 Wednesday, November 16, 2016 at 9:30 AM.

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

Motion by Comm Nuske and supported by Comm Rosa accept the agenda as amended, adding a tree cutting permit. Ayes: Rosa and Nuske. Excused: Mick. Motion carried.

The minutes of the 10/27/16 meeting were accepted as presented.

Motion by Comm Rosa and supported by Comm Nuske to pay bills # 43501 to # 43560 for the amount of \$ 199,222.30. and Payrolls # 22 & #23 for \$ 93,668.91. Ayes: Rosa and Nuske. Excused: Mick. Motion carried.

Motion by Comm Nuske and supported by Comm Rosa to approve the EFT for MERS for \$44,937.42. Rosa and Nuske. Excused: Mick. Motion carried.

Superintendent's report: Working on estimates for the Local Road Comm meeting on 12/1; estimates for Crystal Lk Twp's millage; Taking trees down in the yard to make way for the new fuel tanks.

Public Input: Ron Evitts - Tube replacement on Long Rd.

Standing Guest: Gary Sauer - Brought the board up to date on issues at the county level.

New Business:

10:00 AM Dave Schaffer - Benzie County Recycling Coordinator: Dave asked if it would be possible to stage a transfer station in the Honor Pit. It would take about an acre of land from the SE corner of the pit. The board asked that an area be marked to show how much area would be needed. We will look for other possible locations in the county also. This will be addressed again at the meeting on 12/15/16.

Michigan State Police Motor Carrier - The board did not want to contract with the MSP to patrol the county roads during spring weight restrictions in 2017.

MDOT maintenance contract - Motion by Comm Nuske and supported by Comm Rosa to adopt Resolution 2016-12 State Trunkline Maintenance Contract and authorize Comm Rosa and Manager Skeels to sign. Ayes: Rosa and Nuske. Excused: Mick. Resolution adopted.

Inland Twp - Kent St & Second St - Motion by Comm Nuske and supported by Comm Rosa to share the cost of paving Kent St and Second St in Bendon with Inland Twp with a maximum contribution by the Road Commission of \$12,500. Ayes: Rosa and Nuske. Excused: Mick. Motion carried.

Page 2, Benzie CRC mtg 11/16/16

Administrative wages - Motion by Comm Nuske and supported by Comm Rosa to approve a 2% wage for administrative employees with the exception of the Payroll Clerk. The Payroll Clerk will receive \$1.00/hour. The wage increase is effective immediately. Ayes: Rosa and Nuske. Excused: Mick. Motion carried.

Burnham & Flowers Group-GASB Administrative Services Contract - Motion by Comm Nuske and supported by Comm Rosa to contract with Burnham & Flowers to perform the calculation of the Annual Required Contribution for Other Post Employment Benefits (OPEB) as required by GASB 45. and authorizing Manager Skeels to sign the agreement. Cost of the actuarial is \$1,876. Ayes: Rosa and Nuske. Excused: Mick. Motion carried.

Manager's Contract - Motion by Comm Nuske and supported by Comm Rosa to approve the contract between the Road Commission and Manager Skeels for a period of 2 years. Ayes: Rosa and Nuske. Excused: Mick. Motion carried.

ROW Permit - A resident has asked for a permit to remove dead and/or downed trees from the ROW of seasonal roads. The board agreed to waive the permit fee, but requires that the Road Commission is held harmless or named as additional insured on their policy. The permit holder must also obtain permission to remove trees from the adjoining landowner.

Correspondence/Information/Discussion:

- Joint meeting with the Parks and Recreation on December 12, 2016 at 5:00 PM at Gov't Center.
- Seasonal drivers - New hires are at \$16/hr. Returning drivers are at \$16.50/hr.
- Grant applications are almost ready for FLAP/Esch Rd and GT Band for Pt Betsie and Lk - - Michigan Rds.
- Tree Project update

Public Input:
None

Meeting was adjourned at 11:25 AM

Robert Rosa, Chairman

Kathleen A. Jordan, Clerk

Dawn Olney

From: Walter Roch von Rochsburg <wroch1@yahoo.com>
Sent: Wednesday, November 02, 2016 9:56 AM
To: Dawn Olney
Subject: Re: Point Betsie

12/20
10:15

Dawn,

Yes, please remove me from the November schedule. 10:15 Tuesday, December 13 would work well for me, if that remains the meeting date.

Thanks,

Walt
WALTER ROCH VON ROCHSBURG
641 Michigan Avenue, #202
Frankfort, Michigan 49635
231.399.0153

Sent from my iPad

On Nov 2, 2016, at 9:21 AM, Dawn Olney <DOlney@benzieco.net> wrote:

Walt:

December is fine with me if it is OK with you. At this point the meeting is December 13. I do not know if they will be changing that monthly meeting or not.

Shall I remove you from the November 14 date then?

Dawn

From: Walter Roch von Rochsburg [<mailto:wroch1@yahoo.com>]
Sent: Tuesday, November 01, 2016 9:33 PM
To: Dawn Olney <DOlney@benzieco.net>
Subject: Re: Point Betsie

Dawn,

Did not know it had been changed. Will be out of state from 11/12 to 12/7. Possibly I could make the report at a December meeting. Please let me know what may be most convenient.
Thanks,

Walt
WALTER ROCH VON ROCHSBURG
641 Michigan Avenue, #202
Frankfort, Michigan 49635
231.399.0153

Sent from my iPad

On Nov 1, 2016, at 1:04 PM, Dawn Olney <DOlney@benzieco.net> wrote:

Walt:

Just wanted to make sure you knew the meeting date has been changed.
The meeting is scheduled for Monday, November 14 – NOT Nov 8.
Do you still wish to be on the agenda at 10:15 on November 14?

Dawn

From: Walter Roch von Rochsburg [<mailto:wroch1@yahoo.com>]
Sent: Tuesday, November 01, 2016 11:26 AM
To: Dawn Olney <DOlney@benzieco.net>
Cc: Lucy Burns <LBurns@benzieco.net>
Subject: Point Betsie

Good morning,
I talked with Lucy B the other day to request time on the 11/8 Commissioners' agenda. She assigned a 10:15 time and suggested I forward any material to you for inclusion in their meeting packet. The purpose is to familiarize the Commissioners with the Park and Recreation Commission's activity and action with regard to Point Betsie. Please find attached Concept Plan #7, background statement and timeline for inclusion in the packet. Any questions or thoughts, please call.
Thanks for your help.

Walt
WALTER ROCH VON ROCHSBURG
641 Michigan Avenue, #202
Frankfort, Michigan 49635
231.399.0153

Dawn Olney

10:15

From: Walter Roch von Rochsburg <wroch1@yahoo.com>
Sent: Tuesday, November 01, 2016 11:26 AM
To: Dawn Olney
Cc: Lucy Burns
Subject: Point Betsie
Attachments: #7 Concept, 9-23-2016.pdf; Current Scope 11-8-2016.doc

Good morning,

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Thanks for your help.

Walt

WALTER ROCH VON ROCHSBURG

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NOV -1 2016

DAWN OLNEY
BENZIE COUNTY
BEULAH, MI 49617

POINT BETSIE LIGHTHOUSE COMMITTEE

Benzie County Park and Recreation Commission

DATE: 11/8/2016

BACKGROUND

Discussions with Park and Recreation Commission (BCPRC) members, Friends of Point Betsie (FPB) and the Benzie County Road Commission (BCRC) manager have identified a number of items for consideration related to the property access via Point Betsie Road. Some could be considered for inclusion in the grant application program. However, since this concept # 7 has been previously accepted by SHPO, we believe resubmission of this concept plan would result in a faster review and approval process. The BCPRC is recommending two modifications – the designation of an ADA compliant drop off zone along the cul-de-sac and extension of the sidewalk along the south edge of the improvement.

The BCRC will coordinate the engineering and manage the implementation of this road improvement project. The Friends of Point Betsie and the Benzie County Park and Recreation Commission will be *team members* in the seeking of funds and grants, design guidelines and objectives, and construction of the improvement. The BCPRC and its committee will continue to review the Point Betsie property, developing improvements based on community needs and property maintenance.

Timeline for grant preparation and responsibility:

- Concept #7 – up date plan to include drop off zone identification and extension of sidewalk along south side of improvement.
FPB to contact Quinn Evans/Beckett & Raeder (B&R)
Complete by 11/15/2016
- Construction cost estimate based on updated plan – B&R with BCRC input
Complete by 12/31/2016
- Public hearing – hold before end of year. Regular Commission meeting set for Monday, 12/12/2016 would be appropriate.
BCPRC to schedule
Complete by 12/31/2016
- Joint letter to State Historic Preservation Officer –
FPB to draft, review and comment by BCRC and BCPRC
Complete following public hearing
- Field survey – coordinate with DEQ on need for updated survey (last survey 2004 by Crystal Surveying). B&R and BCRC to provide criteria.
BCRC to coordinate.
Complete by 12/31/2016
- Stakeholder (County Commissioners, Lake Township, SHPO, neighbors) information
All
On-going throughout the project
- Trust Fund grant application – due 2/1/2017
FPB to draft application by 1/9/2017, review by BCPRC and BCRC complete by 1/23/2016.
Submit grant application 1/31/2017
- Other
Anticipated award of grant – Fall of 2017
Construction document preparation and bidding – 2017-18
Construction – 2018

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DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Point Betsie Light Station
BENZIE COUNTY MICHIGAN

SITE DEVELOPMENT PLAN

LIGHTHOUSE - SITE IMPROVEMENTS LOT #12

Historic Structures - The historic Lighthouse, shed and fog signal buildings have been restored in keeping with federal historic guidelines for the approved period of significance.

POINT BETSIE ROAD END IMPROVEMENTS

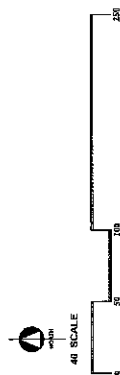
Reinstate the end of roadway to provide a 24' roadway, with 20' paved angle parking spaces and a 7' wide sidewalk on the north and south side of the road. Provide 13 paved parallel parking spaces on the south side of the road. At the road end, provide 90' diameter paved turn-around within a 120' R.O.W. at the turn-around with dense grass landscaped island per ASHTO standards. Provide side walk drop off and beach access board walk with ADA accessibility to public beach area.

LIGHTHOUSE PROPERTY - SITE IMPROVEMENTS LOT #10

Preserve Lot #10 as a natural conservation viewed of the light station and road end, except for the limited encroachment of the new road and turn-around and the maintenance of the existing private drive easement. Conservation treatment is in keeping with Federal government land transfer conditions and supports the surrounding Nature Conservancy area.

PRESERVATION OF ENVIRONMENTAL QUALITY

Proposed improvements maintain a minimum 100 ft setback from waters' edge except for the preservation of historic features and the new bench access board walk. Only limited grading is proposed and all new plantings will be native dune vegetation similar to the surrounding terrah. Preliminary survey did not reveal existence of protected planters inside within the improvement areas.



Background is based on August 28, 2004 survey.

QUINN EVANS / ARCHITECTS
BECKETT & RAEDER, INC., with COOPER DESIGN INC.
Plus ARBO, McIntyre
20012