

BENZIE COUNTY BOARD OF COMMISSIONERS

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

MEETING AGENDA December 6, 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 – 11/22/2016
 PUBLIC INPUT
 ELECTED OFFICIALS & DEPT HEAD COMMENTS
 COMMISSIONER REPORTS
 COUNTY ADMINISTRATOR'S REPORT –
 FINANCE – Approval of Bills
 HR and PERSONNEL – Consent Calendar
 COMMITTEE APPOINTMENTS – Veterans Affairs; Parks & Rec; EMS; BRA;
 Workforce Development
 ACTION ITEMS – Sharp Copier Purchase Order; Resol 2016-025 BRA Grant;
 Mollineaux Rd Property Closing Statement; Millenia Phone Install Agreement;
 COAM Agreement
 PRESENTATION OF CORRESPONDENCE
 NEW BUSINESS –
10:00 Richard &/or Tim Figura – Taxpayers for the Maples Request to Wavier FOIA fee
10:15 County Administrator Evaluation – Closed Session – OMA 15.268 Sec. 8(a)
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
November 22, 2016

The Benzie County Board of Commissioners met in a regular meeting on Tuesday, November 22, 2016, 448 Court Place, Government Center, Beulah, Michigan.

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

Present were: Commissioners Bates, Carland, Griner, Sauer, Walterhouse and Warsecke
Excused: Commissioner Tucker

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

Agenda:

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

Minutes:

Amend the minutes as follows: Page 2, under Bob Roelofs comment "you need to look at the good stuff..."; Page 6 under Lisa Vogler "taxes collected in our winter tax bill, .." and Page 6 under Dave Long, "County P/C didn't do anything";. Motion by Sauer, seconded by Bates, to approve the special session minutes of November 14, 2016, as amended. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker Nays: None Motion carried.

9:03 a.m. Public Input - None

ELECTED OFFICIALS & DEPT HEAD COMMENTS:

Tom Longanbach, Equalization Director, presented the fee committee's suggested changes for November 18, 2016. Motion by Walterhouse, seconded by Bates to adopt the Fee Committee suggested changes as presented, effective December 1, 2016. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker Nays: None Motion carried

COMMISSIONER REPORTS

Comm Carland, reported that the Planning Commission had a special meeting last Wednesday to review Blaine Township Ordinance; Clearing trees at the Airport on the south side of Carlson Road.

Comm Bates, attended the Almeta Township collaboration between Benzie Bus and the Fire Station.

Comm Walterhouse, nothing

Comm Sauer, attended the Village of Thompsonville and Village of Elberta meeting.

Comm Warsecke, attended the Planning Commission and Conservation District meeting.

Comm Tucker, excused.

Comm Griner – attended a meeting in Owosso last Friday regarding railroad service in our area. Discussion was held regarding the growth of shipping containers. Dick Bayer was appointed Airport Manager.

COMMISSIONERS

Page 2 of 4

November 22, 2016

COUNTY ADMINISTRATOR'S REPORT – Mitch Deisch reported that mediation with POLC and COAM was held yesterday and have reached a tentative agreement with them. Will be proceeding to Act 312 Arbitration with the POLC. Working on strategic planning for Benzie County. Trying to schedule it for December 8, 9, 14 and 15. It will be a joint venture with Networks Northwest and AES. Discussed MERS employee contribution for Elected and Non- Election Non-Union employees.

Motion by Sauer, seconded by Walterhouse to increase Elected Officials, including Commissioners, and Non-Union Non-Elected employees MERS Contribution to 6%, effective December 1, 2016.

Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker Nays: None Motion carried.

FINANCE

Bills: Motion by Carland, seconded by Walterhouse, to approve payment of the bills from November 15, 2016 to November 22, 2016 in the amount of \$1,561,653.78, as presented. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker Nays: None Motion carried.

Michele Thompson, County Treasurer, presented a Cash Summary by Fund report and Revenue and Expenditure report; tax bills are printing.

Motion by Bates, seconded by Walterhouse, to approve the November 14, 2016 Finance Consent Calendar items 1 – 3 as presented, authorizing chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Excused: Tucker Nays: None Motion Carried.

Troy Lamerson, Sheriff Sargent, presented the opinion to purchase a 2016 Ford F150 out of Seasonal Road Patrol Fund. Will take \$15,000.00 out of this year's Seasonal Road Patrol Fund, and budget the balance out of next year. Normally was requesting two vehicle a year. If this is approved then they will only ask for one vehicle next year.

Motion by Bates, seconded by Warsecke to approve \$15,000.00 to come out of Seasonal Road Patrol Fund to pay for the Ford F150 crew cab. Roll call. Ayes: Griner, Sauer, Walterhouse and Warsecke Nays: Bates and Carland Excused: Tucker Motion carried

HR AND PERSONNEL – there is a meeting this afternoon.

COMMITTEE APPOINTMENTS – interview are being done; will have appointments at the first meeting in December.

ACTION ITEMS

Motion by Warsecke, seconded by Walterhouse to allow Troy Lamerson to purchase MERS Generic credit years as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker Nays: None Motion Carried.

CORRESPONDENCE – nothing

NEW BUSINESS – None

COMMISSIONERS

Page 3 of 4

November 22, 2016

9:50 a.m. Break

10:01 a.m. Reconvene

Maples Discussion

Comm Griner gave the history of the Maples.

Mitch Deisch presented a packet showing the options along with the pros and cons.

Dick Figura presented the relationship between the Board of Commissioners, Building Authority and the Department of Health and Human Services Boards.

Mitch Deisch presented the financing Options.

Tom Longanbach presented photos regarding the construction of the new building.

Dick Figura stated that you can request an opinion for the Attorney General's office to help get this matter resolved. We have asked the DHHS board to bring the BOC a legal opinion to support their position, and have not received anything.

Comm Carland stated that the new building is safer than the old building; we have license to operate and are good for 18 months, with no waiver and it can be insured.

Comm Sauer stated that even though we want to open the building because we have a license, we will not let the parties at fault get away with the issues and walk away.

Comm Walterhouse stated that he has worked with the BA for over 30 years; it has worked well and he supports its members.

Public Input:

Thelma Ryder Novak – comments on the BA member being removed and sending someone to Washington to meet with CMS.

Gaylord Jowett - gave the responsibility of the DHHS board.

Deb Lindgren – CMS needs to put in writing that the new building is good to move into.

Marsha LaTour – concerned that residents will have to be moved out of the building if it does not pass inspection in 15 to 18 months; building is safer than if we had built it to code.

11:04 Comm. Bates excused

Tom Hart – will put this matter before the DHHS board at the next meeting regarding a legal opinion from their counsel. Need to get a waiver free building.

Mary Hoyt – if you move into the building today, what legal ground do we have to go back on the parties at fault.

Joann Walrad – need an answer from CMS, need to send someone to Washington.

Nina Bondarenko – Need to develop a subcommittee with the BOC and Taxpayers for the Maples. Need to go to Washington and talk to CMS.

Ken Walrad – you need to go and spend an overnight at the Maples to find out what is going on. Don't let the construction people off.

Thelma Ryder Novak – you only have five commissioners present; this vote is too important; need to have all seven commissioners present.

Mary Hoyt – there are people that consult with CMS on behalf of Medical Care Facility regarding these issues; need to reach out to the appropriate people.

Ed Roy – CMS responds to the issuance of a K-12; they will not provide an advisory position until a K-12 citation is issued.

Deb Lindgren – need to clear up if there is a K-12 citation. Sat in meeting prior where there was a report that a K-12 citation was issued.

COMMISSIONERS

Page 4 of 4

November 22, 2016

Dave Burley – the current license is issued by the State of Michigan based on the State of Michigan's life safety code; CMS license is based on the Federal Government's life safety code. When Ed Hale inspects the building under the Federal Government life safety code he will have to issue the K-12 citation.

11:37 a.m. Public Input – closed

Comm Griner stated he feels the building is safe. The Fire Department has a 5 minute response time. Comm Sauer questioned if the Maples has fire drills and how often?

Dave Burley stated that fire drills are once a month, and they do have to move residents around; agrees with Roger that the building is safe.

Comm Carland stated that after the last BOC meeting, Stu Pettitt explained that the alternate method we have used will qualify us to operate without a waiver.

Motion by Sauer, seconded by Walterhouse to request that the DHHS Board consider moving patients into the new building with the current certificate of occupancy that we have and license we have to bill Medicare. Roll call. Ayes Sauer, Carland, Walterhouse, Warsecke and Griner. Nays: None. Exc: Bates and Tucker. Motion carried.

11:50 a.m. Public Input

Kathy Jordan – mother was at the Maples for four years; was in and out every day; watched people come and go; move us into that building, it will be your conscious if those people died because you had to move them out of there.

11:51 a.m. Public Input closed

Motion by Walterhouse, seconded by Griner, to adjourn until the December 6, 2016, Regular meeting or the call of the chair. Ayes: Carland, Griner, Sauer, Walterhouse and Warsecke. Excused: Bates and Tucker. Nays: None. Motion carried.

Roger L. Griner – Chair

Tammy Bowers, Benzie County Chief Deputy Clerk

INDEX

1. Appr the agenda as presented.
2. Appr the special session minutes of November 14, 2016, as amended.
3. Adopt the Fee Committee suggested changes as presented, effective December 1, 2016.
4. Increase Elected Officials, including Commissioners, and Non-Union Non-Elected employees MERS Contribution to 6%, effective December 1, 2016
5. Appr payment of the bills from November 15 to 22, 2016 in the amount of \$1,561,633.78.
6. Approve the November 14, 2016 Finance Consent Calendar items 1 – 3 as presented, authorizing chairman to sign
7. Appr \$15,000.00 to come out of Seasonal Road Patrol Fund to pay for the Ford F150 crew cab.
8. Allow Troy Lamerson to purchase MERS Generic credit years as presented, auth chair to sign.
9. Request that the DHHS Board consider moving patients into the new building with the current certificate of occupancy that we have and license we have to bill Medicare.

COMMISSIONERS

Page 5 of 9

November 14, 2016

Motion by Bates, seconded by Walterhouse, to approve the Governmental Lease – Purchase Agreement for a 2017 Dodge Journey SXT in the amount of \$12,692.50, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke Motion carried.

MERS Service Credit Purchase – Michelle Thompson: Motion by Walterhouse, seconded by Bates, to authorize Michelle Thompson to purchase 2 year 7 month of generic MERS time, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke Motion carried.

FOIA Appeal: Mitch and Maridee stated this decision is up to the board; you have a policy regarding FOIA and appeals and how we are to comply with the act; they are appealing the fees as excessive and were asking to waive all fees totaling \$944.52.

Comm Bates stated there was some additional information that was needed from the Treasurer's office, and they gave them the option to view all documents on the computer and they never contacted the Treasurer, so they provided the information to comply with the FOIA.

Motion by Walterhouse, seconded by Sauer, to forgive Mr. Figura's portion of the FOIA bill of \$357.00 for a balance remaining due of \$587.52.

Comm Carland stated that we have deviated from the policy for this particular FOIA and our standard policy is to request 50% down with final payment at the end; but because this board waive the prior FOIA fee, no deposit was issued.

Roll call. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke Motion carried.

10:30 a.m. Stu Rettitt, Architect in Clawson, Michigan and also has a home on Crystal Drive Updated the board regarding the Marples roof issue; he has been assisting the building authority in the process; the roof decking was not non-combustible, so we investigated various solutions and we did three things to the building 1) intumescent fireproof coating; 2) a sprinkler system in the attic; and 3) complete smoke alarm system in every room. Inspector stated that the building was safer than before; report said it meets or exceeds code, the building is now approved and ready to be occupied. His opinion is that we are ready to move into the facility and it is his recommendation to do so. In the future the facility will be inspected 15.8 months on average and when that time comes, the inspector will inspect; they usually find minor things and the facility will need to make those improvements. The roof may or may not be cited, if cited, it is a simple matter to resubmit the facility safety evaluation report and it will be the same report, unless there are any changes made to the facility then it would be resubmitted. One option is to remove and replace the roof, at a cost of \$1 million ~~no necessary~~ to do that – it is a safer building.

Comm Bates asks about the spray coating being good for only 6 – 7 year? It is designed to last, but if there is deterioration or damaged by a worker, it could be repaired.

Comm Sauer asked that if CMS grants a waiver, do they ever revoke it? No need to ask for a waiver now and there is no need for one because there is written code approval.

11:00 a.m. Break

11:08 a.m. Reconvene

Fire Safety Evaluation System (FSES)

Elected Officials and Department Head Comments

2016 Year In Review “The Start of New Beginnings” – by Douglas Durand, Executive Director

Dear Friends,

Fiscal year 2016 began the start of a yearlong process bringing together two non-profit agencies that have devoted many decades of providing exceptional care and services to the older adult population of Benzie County.

In October 2015, the Executive Committees of Benzie County Council on Aging and Benzie Home Health Care met to discuss how to collaborate and enhance our services. For the next two months, these talks fostered the idea of an agency merger. A grant from Rotary Charities of Traverse City was secured helping to offset the cost of the consultant team that guided both agencies through the merger process. The merger became a reality on October 1, 2016.

One of our major new accomplishments in 2016 was the establishing the Benzie County Senior Essential Needs Fund. Over the past several years we have received requests from vulnerable seniors seeking help with various home repairs and expenses. In order to maintain their independence and remain in their own home it was imperative that these needs were addressed. These requests are often costly and include the need for ramps to be built, updated heating, plumbing and roofing repairs. Other requests have included help paying for medications, utilities, food and other shelter needs.

The Council on Aging would not have been as successful with the Benzie County Senior Essential Needs Fund without Benzie Area Christian Neighbors, Father Fred Foundation, DHS, Child and Family Services and several area churches for their financial collaboration. Without the help of these outstanding organizations and agencies we could not have assisted with all of these requests for help. Some of the completed needs include: water well repairs, furnace repairs, extensive dental care, and assistance with medical bills.

Even though the merger between Benzie County Council on Aging and Benzie Home Health Care was monumental in the scope of time and work, it wasn't the only highlight of Benzie County Council on Aging in Fiscal Year 2016!

Key Accomplishments

✓Record number of 68,475 total meals provided for Home Delivered and the Congregate Meals Sites.

✓Our second year participating in Meals on Wheels America “March for Meals” National Event.



- Seven restaurants participated & raised \$1,407 for the Home Delivered Meals Program.
- Awarded a \$1,250 grant from Meals on Wheels America based on our marketing and innovative ideas celebrating March for Meals.
- Twelve Community Leaders and Senator Darwin Boohar took part in a ride-a-long for the Home Delivered Meals during the Month of March.

✓Received a grant from Delta Dental Foundation to fund several Outreach Presentations on Dental Oral Health Care and to help with financial costs for those clients that have extensive dental care needs.

✓Expanded the number of clients that participate in our Holiday Christmas Gift Program from 125 to 200. This couldn't have been accomplished without the support from St. Andrews Presbyterian Church; Trinity Lutheran Church; Blaine Christian Church; Frankfort United Methodist Church; First Congregational Church of Frankfort & First Congregational UCC of Benzonia.

✓Teamed up with Northwest Michigan Community Action Agency to bring back the Income Tax Program granting 296 individuals assistance with filing their 2015 Income Taxes from three qualified tax preparers.

- ✓The Kitchen Staff tried numerous new entrees, and based on overwhelming positive comments, many of these new dishes were incorporated into the monthly menus.
- ✓Another year of outstanding community support through donations and fundraising efforts. The purchase of a retractable awning for the outdoor patio at The Gathering Place was part of a fundraising campaign.
- ✓Expanded our garden at The Gathering Place, which resulted in fresh produce and herbs for the many dishes that are prepared from scratch daily.
- ✓Received a total of \$34,050 from six grants.

New Programs/Services Started in Fiscal Year 2016

- ✓ Benzie County Senior Essential Needs Fund. This was made possible by receiving grants from Benzie County Community Chest and Grand Traverse Area Community Foundation. This Fund will be used to bring peace-of-mind to those in desperate need of shelter repairs, utility expenses, food and medical needs. The ultimate goal of the Benzie County Senior Essential Needs Fund is to foster independence for those 60 and older who reside in Benzie County.
- ✓ Pet Food Assistance Program. We noticed that some of our Home Delivered Meals clients were struggling to buy pet food and some were sharing their meals with their pets. We collaborated with Benzie County Animal Welfare League to give our clients pet food; thereby helping to reduce their concerns about feeding their "trusted" friends. We delivered just less than 700 pounds of pet food.
- ✓ Estate Planning. Established a partnership with Swogger, Bruce & Millar Law Firm to provide a free consultation on Estate Planning that is provided monthly.
- ✓ Benzie County Senior Expo. We brought back the expo after a long hiatus. This undertaking couldn't have been accomplished without the collaboration with Paul Oliver Memorial Hospital & Living Rehabilitation Center.
- ✓ Smoke Detector Installation. Collaborated with American Red Cross on installing new smoke detectors for those older adults that need them in their homes as new or replacing outdated smoke detectors. This is being done during assessments of new clients and re-assessments of current clients.

Please refer to the following page of more Key Accomplishments of Benzie County Council on Aging

As we enter 2017...

Benzie Senior Resources will provide a unified focus and leadership for excellence in the delivery of services and programs for the growing senior population, an outcome that is essential to the positive economic and community development of Benzie County.

Benzie Senior Resources will enrich the lives of all Benzie seniors by identifying focused priorities designed to maximize resources to meet community needs. We will provide services, resources and creative, innovative leadership in order to make Benzie County a livable, age-friendly community that promotes senior dignity and independence.

Benzie Senior Resources will ensure that the highest standard of care and services are available to generations of aging adults and their families today and in the future. The vision is to provide comprehensive and integrated delivery of services to seniors in Benzie County that will improve their quality of life, their health and safety, their social support systems, their nutrition, and their ability to stay in their homes.

Warm regards,

Douglas Durand

Benzie County Council on Aging Annual Report for FY'2016 (October 1, 2015—September 30, 2016)

KEY ACCOMPLISHMENTS

Homemaker Program

- 118 Customers
- 3,697 Service Hours
- 6% Increase over the past 2 years
- Added another Homemaker contractor



Home Delivered Meals Program

- 236 Customers
- 43,317 Meals Served
- 58,050 Miles Driven
- 32% Increase over the past 2 years



Senior Transportation (Benzie Bus)

- 88 Customers
- 1,252 Bus Punch Cards Provided
- 15,024 Rides



Testimonial—Thank you so much for furnishing the food that you provide to my mother. She enjoys them very much and eating A LOT better. She even tells me how much she enjoys eating her vegetables now. You all are angels and I thank God for you all.

Additional Agency Accomplishments

- 52 individuals went on our first ever 2 overnight trips
- 44 Customers received Dental Services through the Benzie Senior Oral Health Care Program
- 197 Senior Project Fresh Coupons were distributed to be used at local Farmers Markets
- We took 6,760 phone calls and this is an increase of 17% over 2015.

Congregate Meal Sites-The Gathering Place & Thompsonville

- 2,214 Customers
- 25,158 Meals Served
- 10% Increase over the past 2 years



Dining Out Program

- 453 Customers
- 24 Participating Restaurants
- 48% increase over the past 2 years



Lawn Chore Program

- 99 Customers
- 510 Mows
- Spring and Fall Cleanup
- 52% increase over the past 2 years



Benzie County Council on Aging Annual Report for FY'2016 (October 1, 2015—September30, 2016

KEY ACCOMPLISHMENTS

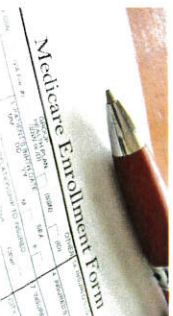
The Gathering Place Activities

- 6,354 Customers
- Attendance
- 16 Core Activities
- 25 Special Programs



Medicare/Medicaid Assistance Program

- 168 Customers
- 296 Hours of Service
- Saved \$34,550 for individuals
- 3 MMAP Counselors



Testimonial— Since I cannot shovel or take care of the snow, I am very grateful to the Council on Aging for this service.

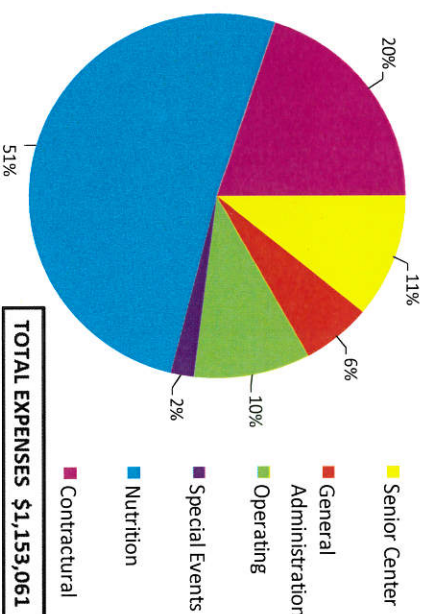
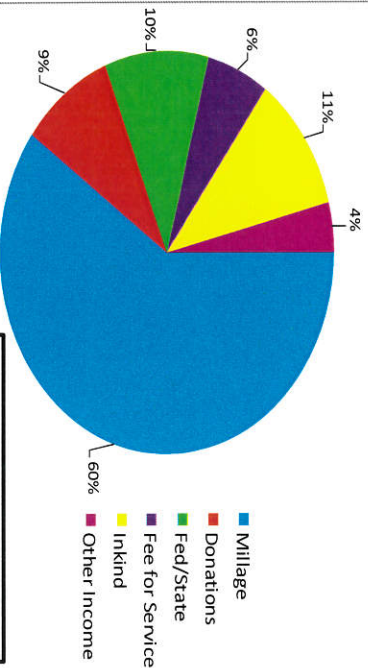
Snow Removal Program

- 87 Customers
- 859 Plows Provided
- 6 Contractors



Volunteers Giving

- 134 Volunteers
- 12,938 Service Hours
- 50% increase in service hours over the past 2 years





Memorandum

To: Roger Griner, Chair
Benzie County Board of Commissioners
From: Frank Post, Emergency Management Coordinator
Date: November 28th, 2016
Subject:

If you will recall, the Board of Commissioners approved my attendance at the National Emergency Management Advanced Academy (NEMAA) at the Emergency Management Institute (EMI) in Emmitsburg, MD. The first of four weeklong sessions was November 14th to 18th. There are 39 Emergency Managers in the training that come from as far away as Seattle, Washington to Orlando, Florida and Northern Maine to Southern Arizona. While there is a great diversity in the class members, there is a lot of commonality in some of the problems we faced. The NEMAA Program Themes in the first week of the academy included;

- Organizational management
- Decision-making and problem solving
- Collaboration and communication
- Resource management
- Planning
- Analysis and evaluation
- Research
- Legal
- Ethics

The end of January 2017 is my next scheduled week at EMI.

RECEIVED

NOV 28 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Commissioner Report

County Administrator's Report

FINANCE REPORT

Human Resources (HR) Report

**HR Committee
Meeting Notes
November 22, 2016**

The meeting was called to order by Commissioner Evan Warsecke at 1:00 pm

Present: Evan Warsecke, Coury Carland and Gary Sauer
Others Present: Mitch Deisch, Maridee Cutler, Tammy Bowers, Michelle Thompson, Kyle Rosa, Kyle Maurer

The pledge of allegiance was given.

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

Minutes: Motion by Sauer, seconded by Warsecke, to approve the October 25, 2016 minutes as presented. Ayes: All Nays: None Motion carried.

Public Input

Nena Bondarenko, Frankfort, spoke regarding the Planning Commission and the reorganization of same; the Master Plan has not been adopted yet; referred to a proposed letter which was submitted by Gary Sauer; asks the HR committee to ask the existing Planning Commission to help will the formation of a new planning commission.

11:12 a.m. Public Input Closed

Update on Union Contracts: Mitch stated that mediation was held yesterday with POLC and COAM; they have reached a TA with COAM; POLC will move forward with Act 312 binding arbitration; all the rest of the contracts have been approved; he stated that Peter Cohl is a talented labor attorney and is by far the most knowledgeable; he does an outstanding job for Benzie County.

Open Carry for Animal Control: Mitch stated that he and Kyle have been talking and Kyle would like to open carry on the job; Mitch is trying to research this; most ACO around us are under the Sheriff Office and are considered Special Deputies; prior to Jamie coming on board the ACO was under the Sheriff and they did carry a firearm; Sheriff Dept feels he should carry a firearm; how do we feel about it?

Coury asks about insurance – covered.

Evan talked with the Sheriff and U/S about training – they would train; he believes that he should carry; 1) we need to have a separate policy and training for ACO and 2) open carry – what does he do when he gets in a car?

Mitch will work with the Sheriff Dept and Animal Control and come back to this committee.

Coury wants to make sure the insurance issue is covered.

TPOAM Wages 1% Increase: Mitch stated that this was the first group to settle their contract and agreed to 1% wage increase per year for two years; we need to go back and give them the full 2% for their first year.

Motion by Sauer, seconded by Carland, to recommend to the Board of Commissioners to bring the TPOAM union members up to 2% wage increase retro back to October 1, 2016. Ayes: All Nays: None Motion carried.

Administrator Evaluation: Evan sent an email to all departments heads to get a response on Mitch's performance – received 4 back; won't beg for them. Would like to go into closed session and discuss it; Executive Session to be on December 20.

Other: None

Public Input:

Nina Bondarenko wanted to reiterate what she said before about letting the existing planning commission to set in on the restructuring and have the letter come from the planning commission and not the Board of Commissioners.

1:38 p.m. Public Input Closed

Motion by Sauer, seconded by Carland, to adjourn at 1:38 p.m. Ayes: Carland, Sauer and Warsecke Nays: None Motion carried.

Dawn Olney
Benzie County Clerk

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

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

DRAFT

Committee Appointments



Memo

To: Benzie County Commissioners
From: Mitchell D. Deisch, County Administrator
Date: November 18, 2016
Re: Committee Appointments

Numerous County Board and Commission interviews were held on Wednesday, November 16, 2016. The results of the interviews are as follows:

DHHS (Tom Hart, Kris Lagos, Roger Griner, Gary Sauer and Mitch Deisch)

Ms. Deb Lindgren interviewed for the one opening on the DHHS board. Whereas Ms. Lindgren had good qualifications and experience, the majority of the interview panel felt that it would be in the best interest of the DHHS board to extend the applicant recruitment process for an additional 60 days to encourage more applicants to apply for the DHHS Board position. The majority of the interview panel supported this extension.

Veteran's Affairs (Bob Roelofs, Roger Griner, Gary Sauer, and Mitch Deisch)

Four applicants interviewed for the three Veteran's Affairs positions. The applicants were Ed Kowalski, Phil Hoyt, Tom Stobie, and Camp Bailey. After considerable discussion the interview panel recommended Tom Stobie, Phil Hoyt and Camp Bailey to fill the three vacant positions.

Parks & Recreation (Cathy Demitroff, Roger Griner, Frank Walterhouse, and Mitch Deisch)

There were three openings for the Parks and Recreation Board, with four applicants. The applicants were as follows: Tad Peacock, Barb Skurdall, Shaun Duperron, and David Schaffer. After interviewing three out of four applicants, the interview panel recommended that Tad Peacock, Barb Skurdall, and Shaun Duperron all retain their current seats on the Parks and Recreation Board.

EMS (Roger Griner, Frank Walterhouse, and Mitch Deisch)

Gaylord Jowett was the only applicant to apply for the EMS Board. The interview panel recommended that Gaylord Jowett retain his position on the EMS Board.

RECEIVED

NOV 29 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Art Jeannot
P.O. Box 317
Honor, MI 49640
231 920 5028
art@edenbrookplace.com.

To: Benzie County Board of Commissioners
Via E-mail (Mitch Deisch County Administrator)

11/13/2016

As of December 31, 2016 I am resigning from the Benzie County Brownfield Re-Development Authority (BRA). I look forward to my interactions with the BRA in my role as County Commissioner for District 2.

Regards,



Cc: Ed Kowalski Chair BRA

RECEIVED

NOV 28 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Art Jeannot
P.O. Box 317
Honor, MI 49640
231 920 5028
art@edenbrookplace.com.

To: Benzie County Board of Commissioners
Via E-mail (Mitch Deisch County Administrator)

11/13/2016

As of December 31, 2016 I am resigning as an appointee for the business community of Benzie County to the Workforce Development Board of Networks Northwest. This resignation is necessary as a result of my election for County Commissioner of District 2.

I will also be notifying Networks Northwest of this action.

Regards,



RECEIVED

NOV 28 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

ACTION ITEMS

11/01/2016 - 10/19/2020



Selling Dealer Information		Customer Information	
Dealership	Netlink Business Solutions	Account Name	Benzie County Administrator
Account #		Contact	Maridee Cutler
Address	6005 E. Traverse Hwy	Delivery Address	448 Court Place
City, State Zip	Traverse City, MI 49684	City State Zip	Beulah, MI 49617
Phone	231 946 8808	Phone	231 882 0558
Email	bschaub@netlinkbus.com	Email	Mcutler@benzieco.net

Purchase Order Information

DEALER PO # _____ Customer PO # (if applicable) _____

Model #	Unit Price	Qty	Price Extension
Sharp MX 3050N Color Copier		1	Lease
Sharp MX DE27 Paper Deck		1	
Sharp MX FN27 Staple Finisher		1	
Sharp MX FX15 Fax Kit		1	
Sharp MX TR19 Right Side Exit Tray		1	
TOTAL			

DEALER & CUSTOMER SIGNATURE REQUIRED PRIOR TO ORDER PLACEMENT

X	Dealer Printed Name	X	Customer Printed Name
	Dealer Signature & Date		Customer Signature & Date

ADDITIONAL INFORMATION

End User PO Attached ☐ YES ☒ NO
(Customer signature required if PO isn't attached)

Contract: ☒ NJPA Contract # 083116-SEC
 ☐ TX BuyBoard Contract #453-14
 ☐ TIPs Contract #2032615

Payment (please select ONE)

☐ Bill End User
☒ Bill Dealer / Certified Channel Reseller
☐ Financed Order

Financed Orders require copies of lease documents. If it is intended for the Lease Company to pay Sharp directly, a Pay Proceeds Document is required.
Note that lender is subject to credit approval.

Dealer Ship To Information (specify if different from above)

Ship to Dealer _____ City _____ State _____

Acct # _____

Send to: SNAPCustomerService@sharpsec.com
Questions regarding orders: (201) 529-8857 or darrarl@sharpsec.com

TEAM

FINANCIAL GROUP, INC. (Lessor)

Lease No.: 518593

Lessee: Benzie County

LEASE AGREEMENT by and between Benzie County, a(n) Michigan Municipality with its principal office at 448 Court Place Beulah, MI 49617, as Lessee, and TEAM FINANCIAL GROUP, INC., a Michigan Corporation with its principal office at 650 Three Mile Road NW, Suite 200, Grand Rapids, MI 49544, as Lessor.

DESCRIPTION OF EQUIPMENT: Sharp MX 3050N Color copier Serial No. _____

SUPPLIER OF EQUIPMENT: Netlink Business Solutions

LOCATION: The equipment described above shall be located at 448 Court Place Beulah, MI 49617 and may not be removed without Lessor permission.

TERM/RENTALS: Term of this lease is 60 months. Number of periodic rent payments is 60. Lease will commence on the acceptance date and payments will be due monthly on the corresponding day of each month thereafter. Each lease payment will be \$106.80. Included with the first invoice will be a \$150.00 origination fee.

THE TERMS AND CONDITIONS OF THE LEASE ARE ATTACHED HEREOF AND ARE INCLUDED IN, AND MADE PART OF THIS LEASE. LESSEE HAS READ AND UNDERSTOOD ALL OF THESE TERMS AND CONDITIONS OF THIS LEASE.

IN WITNESS WHEREOF, LESSEE EXECUTED THIS LEASE AS OF THE _____ DAY OF _____,

LESSEE: Benzie County

LESSOR: Team Financial Group, Inc.

BY: ☒ _____
Authorized Signature and Title

BY: _____
Matt Maczka, President

☒ _____
Print or type full name

EQUIPMENT DELIVERY

On this date _____ physical possession was taken at our location of the first piece of equipment. Initials _____

ACCEPTANCE

I, acting on behalf of the Lessee named above, acknowledge that I have personally inspected all Items of Equipment described in the Lease (or if designated above, the Schedule). The Equipment has been received, inspected and installed to Lessee's satisfaction and is complete, operational and in good condition and working order and satisfactory in all respects and conforms to all specifications in the Lease and the Supply Contract. Lessee hereby accepts the Equipment and acknowledges that the Lease (or Schedule, as the case may be) begins on the Date of Acceptance stated below. I understand that Lessor will, and Lessee hereby authorizes Lessor to, purchase the Equipment in reliance on this Acceptance Certificate. The term of the Lease (or Schedule) begins on the Date of Acceptance and Lessee's lease will start accumulating payments on such date. I am authorized to sign this Acceptance Certificate on behalf of Lessee. Capitalized terms used herein shall have the meanings assigned to them in the Lease, except, as the context shall require.

☒ _____ Date ☒ _____ Print Name ☒ _____ Signature

PURCHASE OPTION

Subject to Lessee having duly performed all of the terms and conditions of the lease #518593, between Lessee and Lessor, the Lessee shall choose one of the following options at the end of the term thereof.

1. Lessee may buy equipment described in said lease for \$1.
2. Lessee may re-lease equipment described in said lease over a period of 12 months.
3. Lessee may return equipment described in said lease to Lessor at Lessee's expense.

TERMS AND CONDITIONS OF LEASE:

1. LEASE OF EQUIPMENT: Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment described above and on any Schedule which may from time to time be made a part hereof (herein with all replacements, repairs, additions, substitutions and accessories called "Equipment") on the terms and conditions and for the term set forth on the face and reverse side hereof or on any Schedule hereto.

2. TERM, TERMINATION, NON-APPROPRIATION, AND RENEWAL OPTION: The initial term of the Lease with respect to each item of Equipment shall commence on the date that is set out on the Schedule for that item of Equipment (the "Commencement Date") and shall terminate on the last day of Lessee's current fiscal year (the "Initial Term"). The Lease term will be automatically renewed at the end of the Initial Term and any subsequent fiscal year for an additional one-year period (each, a "Renewal Term"), unless it is terminated as the result of non-appropriation of funds by Lessee. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Initial Term, except that the lease payments shall be as provided in the Schedule. The Initial Term and the subsequent Renewal Terms set forth in the Schedule for each item of Equipment constitute the Lease Term (the "Lease Term"). The Lease Term will terminate upon the earliest of any of the following events: (i) The expiration of the Initial Term or any Renewal Term of this Lease and the non-renewal of this Lease in the event of non-appropriation of funds. (ii) A default by Lessee and Lessor's election to terminate the Lease, or (iii) The payment by Lessee of all payments required to be paid by Lessee hereunder for the Equipment. In the event sufficient funds shall not be appropriated for the payment required to be paid in the next occurring Renewal Term, and if Lessee has no funds legally available for payment from other sources, then Lessee may terminate this Lease at the end of the then current Initial Term or Renewal Term, and Lessee shall not be obligated to make payments provided for in the Schedule of this Lease beyond the then current Initial Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination of Lease at least 60 days prior to the end of the then current Initial Term or Renewal Term. Lessee intends to continue the Lease Term through the Initial Term and all Renewal Terms and to pay the payment during the Initial Term and each of the Renewal Terms, provided that lawful appropriations therefor can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the payments may be made, including making provision for such payments to the extent necessary in each fiscal year budget submitted and adopted in accordance with the applicable provisions of state law, to have such portion of the budget approved and to exhaust all available reviews and appeals in event such a portion of the budget is not approved. Lessee also agrees that it will not, during the Lease Term, give priority in the application of funds for the acquisition, retention or operation of any other functionally similar equipment. In the event that sufficient funds are not appropriated, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor or its assignee. Lessee shall have the option to renew this Lease for a renewal term following the end of the Lease Term as to all items of Equipment listed on a Schedule, but not less than all of such Equipment, for the term and on conditions acceptable to Lessor. Lessee must give Lessor written notice of its intention to request this option not less than sixty (60) days before expiration of the Lease Term with respect to such items of Equipment.

3. NET LEASE: This is a net lease. All lease payments and other sums payable by Lessee shall be paid promptly when due without notice or demand of any character. Lessee's obligation for the payment of the lease hereunder is and shall be absolute and unconditional and shall not be subject to any reduction, offset, counter-claim, abatement, suspension, deferment or diminution for any reason whatsoever, including without limitation any destruction or damage to the Equipment, any limitation of or interference with the use or possession of the Equipment or any component thereof (including any such limitation or interference arising out of any defect in Lessor's title to the Equipment), condemnation or requisition of the Equipment or any component thereof, or any other occurrence or circumstance (whether similar or dissimilar to those enumerated) which prevents the Lessee from using, possessing or enjoying the Equipment. Lessee waives (a) any and all existing and future claims and offsets against lease payments or other payments due to Lessor under this Lease, (b) all rights now or hereafter conferred by statute or otherwise to terminate or surrender this Lease or the Equipment or any component of the Equipment, and (c) any abatement, suspension, deferment, diminution or reduction of any lease payment or other sums payable hereunder on account of any such occurrence.

4. LEASE IRREVOCABILITY: Lessee agrees that its obligations under this Lease are absolute and shall continue in full force and effect regardless of any disability of Lessee to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure or delay in delivery, failure of the Equipment to properly operate, or any other cause and that its obligations shall not abate due to any claim or setoff against Lessor. If Lessee cancels this Lease prior to delivery or acceptance of the Equipment, Lessee shall pay to Lessor in addition to any advance lease payment and security deposit: (a) the value (at cost) of all Equipment ordered or purchased by Lessor prior to Lessee's cancellation, (b) all of Lessor's out-of-pocket expenses, including interest costs, and (c) a sum equal to 2% of the total lease payments for the term as liquidated damages, the exact sum of which would be extremely difficult to determine, to reasonably compensate Lessor for credit review, documentation preparation, ordering Equipment and other expenses. Lessee represents and warrants that all credit and financial information submitted to Lessor herewith or at any other time is true and correct.

5. WARRANTY INFORMATION: NO WARRANTIES BY LESSOR, DISCLAIMER OF IMPLIED WARRANTIES AND WAIVER OF DEFENSES: LESSEE ACKNOWLEDGES THAT IT HAS SELECTED THE EQUIPMENT LISTED HEREUNDER PRIOR TO HAVING REQUESTED LESSOR TO PURCHASE THE SAME FOR LEASING TO LESSEE. LESSOR, NEITHER BEING THE MANUFACTURER, SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRANTY, EXPRESSED OR IMPLIED, TO ANYONE, AS TO THE SUITABILITY, DURABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL OR WORKMANSHIP. LESSOR FURTHER DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE EQUIPMENT INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR USE OR PURPOSE AND AS TO LESSOR AND ITS ASSIGNS, LESSEE LEASES THE EQUIPMENT "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR HAS NOT RECOMMENDED THE SUPPLIER. LESSOR SHALL HAVE NO OBLIGATION TO INSTALL, MAINTAIN, ERRECT, TEST, ADJUST OR SERVICE THE EQUIPMENT, ALL OF WHICH LESSEE SHALL PERFORM, OR CAUSE THE SAME TO BE PERFORMED BY QUALIFIED THIRD PARTIES. LESSOR AND LESSOR'S ASSIGNEE SHALL NOT BE LIABLE TO LESSEE OR OTHERS FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT HOWEVER ARISING, OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OF OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF. NO REPRESENTATION OR WARRANTY AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER OR OTHERS SHALL BE BINDING ON LESSOR NOR SHALL THE BREACH OF SUCH RELIEVE LESSEE OF, OR IN ANY WAY AFFECT, ANY OF LESSEE'S OBLIGATIONS TO LESSOR HEREIN. IF THE EQUIPMENT IS UNSATISFACTORY FOR ANY REASON, LESSEE SHALL MAKE A CLAIM ON ACCOUNT THEREOF AGAINST SUPPLIER, AND ANY OF SUPPLIER'S VENDORS. Lessor hereby assigns to Lessee, solely for the purpose of prosecuting such a claim, all of the rights which Lessor may have against Supplier and Suppliers of vendors for breach of warranty or other representations respecting the Equipment, regardless of cause and, Lessee will not assert any claim whatsoever against Lessor for loss of anticipatory profits or any other indirect, special or consequential damages, nor shall Lessor be responsible for any damages or costs which may be assessed against Lessee in any action for infringement of any United States Letters Patent. Lessor makes no warranty as to the treatment of this Lease for tax or accounting purposes notwithstanding any fees which may be paid by Lessor to Supplier or any agent of Supplier. Lessee understands and agrees that neither Supplier nor any agent of Supplier is an agent of Lessor or is authorized to waive or alter any term or condition of this Lease.

6. ORDERING EQUIPMENT: Lessor shall order Equipment from Vendor pursuant to its purchase order. Lessee shall arrange for delivery of Equipment so that it can be accepted in accordance with the terms hereof within 90 days after the date hereof. Lessee hereby authorizes Lessor to insert the serial numbers and other identification data of Equipment when determined by Lessor.

7. TITLE; PERSONAL PROPERTY; LOCATION; QUIET ENJOYMENT: Lessor shall at all times retain title to the Equipment. All documents of title and evidences of delivery shall be delivered to Lessor. Lessee will not change or remove any insignia or lettering which is on the Equipment at the time of delivery thereof or which is thereafter placed thereon indicating Lessor's ownership thereof, and at any time during the Term, upon request of Lessor, will affix to the Equipment in a prominent place, labels, plates, or other markings stating that the Equipment is owned by Lessor. Lessor is hereby authorized by Lessee, at Lessee's expense, to cause this Lease or any statement or any instrument irrespective of this Lease showing the interest of Lessor in the Equipment to be filed or recorded and refiled and re-recorded and Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purpose. Lessee shall at its expense protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keeping the Equipment free from any legal process or encumbrances whatsoever, including but not limited to liens, attachments, levies and executions, and shall give Lessor immediate written notice thereof and shall indemnify Lessor against any loss caused thereby. Lessee shall not so affix the Equipment to realty so as to change its nature to real property and agrees that the Equipment shall remain personal property at all times regardless of how attached or installed. Lessee shall keep the Equipment at the location shown hereon or any Schedule, and shall not remove the Equipment without the prior written consent of Lessor. Provided Lessee is not in default hereunder, Lessee shall quietly use and enjoy the Equipment subject to the terms hereof.

8. CARE AND USE: Lessee shall maintain the Equipment in good operating condition, repair and appearance and protect the same from deterioration, other than normal wear and tear; shall use the Equipment in the regular course of its business only, within its normal capacity, without abuse and in a manner contemplated by the manufacturer and shall comply with all laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the Equipment. Modifications, alterations or additions to the Equipment shall not be made without the written consent of Lessor, which shall not be unreasonably withheld. Modifications, repairs, alterations, additions, operating accessories and controls shall become a part of the leased Equipment, subject to this Lease and the property of Lessor. Lessor has the right, during business hours, subject to applicable law, to enter upon the premises where the Equipment is located to inspect, observe or remove the same, as provided herein or otherwise protect Lessor's interest. Lessee shall maintain and service the leased Equipment under service and maintenance agreements provided by the Manufacturer, if available, or other service and maintenance acceptable to Lessor.

9. RETURN OF EQUIPMENT: Upon the expiration of the Lease Term (including, without limitation, the Initial Term and all Renewal Terms) with respect to one or more items of Equipment, provided that Lessee has fully and faithfully performed all of the terms, conditions and provisions of this Lease (including, without limitation, all Schedules with respect to such item or items of Equipment) with respect to such item or items of Equipment, and also provided that no Event of Default has occurred and is continuing, title to and such item or items of Equipment shall automatically transfer from Lessor to Lessee without requirement of further act or deed. Without limiting the generality of the foregoing, title to such item or items of Equipment shall NOT transfer from Lessor to Lessee at any time during which any Event of Default, or any act, occurrence or thing which would constitute an Event of Default with the giving of notice and/or the passage of any time or period or opportunity for cure, shall have occurred and be continuing. Any transfer of title under this paragraph shall be WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR THE CONDITION OF THE EQUIPMENT OR ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND SHALL BE A TRANSFER "AS IS". LESSOR'S ONLY WARRANTY OF TITLE TO SUCH ITEM OR ITEMS OF EQUIPMENT WILL BE THAT SUCH ITEM OR ITEMS OF EQUIPMENT AS WAS CONVEYED TO LESSOR BY LESSOR'S PREDECESSOR IN TITLE, AND THAT SUCH TITLE IS FREE FROM LIENS AND ENCUMBRANCES THAT AROSE FROM AN ACT OR OMISSION OF LESSOR OTHER THAN A CLAIM OF ANY PERSON OR ENTITY BY WAY OF INFRINGEMENT OR THE LIKE. SUCH TRANSFER OF TITLE WILL BE WITHOUT ANY OTHER WARRANTY BY LESSOR WITH RESPECT TO TITLE TO SUCH EQUIPMENT. The provisions of this paragraph are intended to be a complete exclusion and negation of any express or implied warranty by Lessor with respect to such item or items of Equipment, whether arising under the Uniform Commercial Code or any other law now or hereafter in effect, or otherwise, except the limited warranty of Lessor with respect to title to such item or items of Equipment as set forth above and only as set forth above.

10. LOSS AND DAMAGE: Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee under this Lease, which shall continue in full force and effect. In the event of damage of any kind whatsoever to any item of Equipment (unless the same is damaged beyond repair), Lessee, at the option of Lessor, shall, at Lessee's expense, (a) place the same in good repair, condition and working order, or (b) replace the same with like Equipment of the same make and of the same or a later model, and in good repair, condition and working order. If the Equipment or any item thereof is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the aggregate amount of unpaid total lease payment for the balance of the Term or the amount of such unpaid total lease payment allocated by Lessor to the item or items involved plus Lessor's residual value, less the net amount of recovery, if any, actually received by Lessor from insurance or otherwise for such loss and damage.

 Initials _____

11. INSURANCE: Lessee shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the aggregate amount of unpaid total lease payments for the balance of the term of this Lease, provided that the amount of such insurance shall be sufficient so that neither Lessor nor Lessee will be considered a co-insurer. Lessee also shall carry public liability insurance, both personal injury and property damage, covering the Equipment. All such insurance shall be in form and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums for such insurance and deliver to Lessor the policies of such insurance or duplicates thereof, or other evidence satisfactory to Lessor of the insurance coverage required hereunder. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days' prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy. Lessee is liable for any deficiency after application of insurance proceeds.

12. ASSIGNMENT: Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees for the governmental purposes of Lessee. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Lessee covenants and agrees not to assert against the assignees any claims or defenses by way of abatement, setoff, counterclaim, recovery, or the like which Lessee may have against Lessor. Upon assignment of Lessor's interests herein, Lessor will cause written notice of such assignment to be sent to Lessee which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made.

13. PAST DUE PAYMENTS: If Lessee shall fail to make any payments required under this lease within ten (10) days from the date said payment is otherwise due, Lessee shall pay to Lessor on demand, as a late charge and amount equal to five percent (5%) of each installment of lease payment which remains overdue or \$25.00, whichever is greater, as liquidated damages occasioned by such delay. All advances made by Lessor to preserve the Equipment or to pay insurance premiums or to discharge and pay any taxes, fees, penalties, liens or encumbrances thereon shall be added to the unpaid balance of lease payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest thereon at the rate of eighteen percent (18%) per annum until paid, or the highest rate permitted by law, whichever is less. A returned check or insufficient funds ("NSF") fee of \$30.00 will be charged to Lessee for Lessor's time and expense incurred with respect to a check that is returned for any reason, including, but not limited to, a check returned for insufficient funds or uncollected funds which charge is stipulated and agreed to be the greater of thirty dollars (\$30.00) or the actual bank charges incurred by Lessor, plus any amounts allowed by law.

14. DEFAULT AND REMEDIES: If any one of the following events shall occur: (a) Lessee fails to pay any lease payment or any other payment hereunder when due; or (b) Lessee fails to perform any of the terms, covenants or conditions of this Lease after ten (10) days' written notice; or (c) Lessee becomes insolvent or makes an assignment for the benefit of creditors; or (d) a receiver, trustee, conservator or liquidator of Lessee or all or a substantial part of its assets is appointed with or without the application or consent of Lessee; or (e) a petition is filed by or against Lessee under the Bankruptcy Code or any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, Lessor may, to the extent permitted by applicable law, exercise any one or more of the following remedies: (i) declare the entire unpaid balance of lease payments for the unexpired term of the Lease or any Schedule thereto immediately due and payable and to similarly accelerate the balances due under any other leases between Lessor and Lessee without notice or demand; (ii) sue for and recover all lease payments, and other monies due Lessor and the present value of the unpaid balances of lease payments for the unexpired term of the Lease, plus the present value of Lessor's assumed Residual Value from the Equipment at the scheduled expiration of the Lease discounted to the date of default at five (5%) percent per annum, but only to the extent permitted by law; (iii) charge Lessee interest on all monies due Lessor from and after the date the same is due at the rate of one and one-half (1 1/2%) percent per month until paid but in no event more than the maximum rate permitted by law; (iv) require Lessee to return all Equipment, at Lessee's expense, to a place reasonably designated by Lessor or to recover possession of any or all items of Equipment without demand or notice, wherever same may be located, disconnecting and separating all such Equipment from any other property with or without any court order or pre-taking hearing, it being understood that facility of repossession in the event of default is a basis for the financial accommodation reflected by the Lease. Lessor may also sue for and recover from Lessee fair market value of the Equipment. Lessee hereby waives any and all damages occasioned by such retaking. Lessor may, at its option, use, ship, store, repair or lease all Equipment so recovered and sell or otherwise dispose of any such Equipment at a private or public sale. Lessor may expose and resell the Equipment at Lessee's premises at reasonable business hours without being required to remove the Equipment. Lessee shall also be liable for and shall pay to Lessor all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies, including all expenses of repossession, storing, shipping, repairing, and selling the Equipment, and Lessor's reasonable attorneys' fees. Lessor and Lessee acknowledge the difficulty in establishing a value for the unexpired lease term and owing to such difficulty agree that the provisions of this paragraph represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of Lessor to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the term of this Lease. A waiver of default shall not be a waiver of any other or subsequent default. If this Lease is determined to be subject to any laws limiting the amount chargeable or collectible by Lessor then Lessor's recovery shall in no event exceed the maximum amounts permitted by law.

15. FURTHER ASSURANCES: Lessee agrees to deliver to Lessor, its successors and assigns, upon request of Lessor, such interim or annual financial statements, certificates, acknowledgements, consents, and any other instruments, all in form and substance satisfactory to Lessor which Lessor may, in its sole discretion, determine to be necessary or proper to confirm any or all of the representations and agreements made by Lessee hereunder or to facilitate the assignment by Lessor of its right, title and interest to the Equipment, this Lease or the lease payments. LESSEE HEREBY APPOINTS LESSOR OR ITS ASSIGNEE ITS TRUE AND LAWFUL ATTORNEY IN FACT TO EXECUTE ON BEHALF OF LESSEE ALL UNIFORM COMMERCIAL CODE FINANCING STATEMENTS WHICH, IN LESSOR'S DETERMINATION, ARE NECESSARY TO SECURE LESSOR'S INTEREST IN SAID EQUIPMENT IN ALL JURISDICTIONS WHERE SAID EQUIPMENT IS OR WILL BE LOCATED.

16. PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATIONS: In the event Lessee fails to comply with any provision of this Lease, Lessor shall have the right, but shall not be obligated to effect such compliance on behalf of Lessee. In such event, all monies expended by, and all expenses of Lessor in effecting such compliance shall be deemed to be additional payment, and shall be paid by Lessee to Lessor at the time of the next payment, together with interest at the rate of one and one-half (1 1/2%) percent per month, but in no event more than the maximum permitted by law.

17. INDEMNITY: Lessee shall indemnify, protect and save and keep harmless the Lessor, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatsoever nature, arising out of the use, condition (including but not limited to, latent and other defects and whether or not discoverable by it), or operation of any item of Equipment, regardless of where, how and by whom operated; or, in the event Lessee shall be in default hereunder, arising out of or resulting from the condition of any item of Equipment sold or disposed of after use by Lessee. Lessee shall be liable for the expenses of the defense of the settlement of any suit or suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands and expenses, and shall pay all judgments entered in any such suit or suits or other legal proceedings, if the defense or settlement of any such action is tendered by Lessor. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the cancellation or termination of this Lease, whether by expiration of time, by operation of law, or otherwise. Lessee is an independent contractor and nothing contained in this agreement shall authorize Lessee or any other person to operate any item of Equipment so as to incur or impose any liability or obligation for or on behalf of Lessor.

18. GOVERNING LAW; JURISDICTION AND VENUE: This Lease shall be binding when accepted in writing by an officer of Lessor in the State of Michigan and shall be governed by the laws of the State of Michigan, provided, however, in the event this Lease or any provision hereof is not enforceable under the laws of the State of Michigan then the laws of the state where the Equipment is located shall govern. Lessee consents to the personal jurisdiction of the Federal District of competent jurisdiction or any state court within Michigan with respect to any action arising out of this Lease or the Equipment, provided, however, Lessor may, in its sole discretion, enforce this Lease in any state having lawful jurisdiction thereof.

19. REPRESENTATIONS AND WARRANTIES OF THE LESSEE: (a) Lessee is an "issuer of tax exempt obligations" because Lessee is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code"). (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. (c) Lessee is authorized under the constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder. (d) Lessee has been duly authorized to execute and deliver this Lease under the terms and provisions of the resolution of its governing body, by appropriate official approval, and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of this Lease, and Lessee has complied with such public bidding requirements as may be applicable to this Lease and the acquisition by Lessee of the equipment hereunder. (e) During the term of this Lease, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee. (f) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Initial Term and all Renewal Terms. (g) The Lease has been duly authorized, executed and delivered by the Lessee and is a legal, valid and binding obligation of the Lessee, enforceable against the Lessee in accordance with its terms. (h) The Lessee's execution and delivery of this Lease and the performance of its obligations hereunder will not be inconsistent with the Lessee's enabling legislation, do not and will not contravene any law, governmental rule or regulation, judgment or order applicable to the Lessee, and do not and will not contravene any provisions of, or constitute a default under, any indenture, mortgage, contract or other instrument to which the Lessee is a party or by which it is bound. (i) Neither the consent of or approval of, nor the giving of notice to, registration with or taking of any action with respect of or by, any federal, state or local governmental agency or instrumentalities required with respect to the Lessee's execution, delivery and performance of this Lease. (j) Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000. (k) Lessee shall use the Equipment only for essential, traditional government purposes. (l) This lease is a conditional sale or a \$1 out purchase option. Lessee shall be responsible for reporting the leased equipment on Schedule A of the Michigan Personal Property Return and paying the personal property taxes of the local jurisdiction. If for any reason Lessee does not pay the personal property tax, Lessee agrees to reimburse Lessor for any taxes paid on the equipment plus a service fee equal to 10% of the tax submitted for remitting the personal property tax.

20. NOTICES; MISCELLANEOUS: All notices and consents shall be in writing and shall be deemed given when sent via air courier, when mailed, certified mail, return receipt requested, postage prepaid, to the address of the party to whom intended set forth on the face of this Lease or to such other address as such party shall have designated by notice in writing to the other party. This Lease, consisting of the foregoing and the reverse side hereof, constitutes the entire agreement among the parties and may not be changed or cancelled orally, but only in writing signed by the party to be charged. This Lease shall be binding upon the successors and assigns of the parties. The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision hereof. If more than one Lessee is named in the Lease, the liability for each shall be joint and several. This Lease constitutes the entire writing between Lessee and Lessor. No waiver, consent, modification, or change of terms of this Lease shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, expressed or implied, which are not specified herein regarding this Lease or the Equipment leased hereunder. Any terms and conditions of any purchase order of other documents submitted by Lessee in connection with this Lease which are in addition to or inconsistent with the terms and conditions of this Lease will not be binding on Lessor and will not apply to this Lease.



Initials _____

MICHIGAN SALES AND USE TAX CERTIFICATE OF EXEMPTION

This certificate is invalid unless all four sections are completed by the purchaser.

Section 1: Check one of the following:

- ☒ One time purchase.
☐ Blanket certificate

The purchaser hereby claims exemption on the purchase of tangible personal property and selected service made from the vendor listed below. This certifies that this claim is based upon the purchaser's proposed use of the items or services, OR the status of the purchaser.

Section 2: Items covered by this certificate:

- ☒ All Items purchased
☐ Limited to the following items: _____

Section 3: Basis for exemption claim. Check one of the following:

- ☐ For Resale at Retail. Enter Sales Tax License Number: _____
☐ For Lease. Enter Use Tax Registration Number: _____

The following exemptions DO NOT require the purchaser to provide a number:

- ☐ For Resale at wholesale
☐ Agricultural Production. Enter percentage: _____ %
☐ Industrial Processing. Enter percentage: _____ %
☒ Church, Government Entity, Nonprofit School, or Nonprofit Hospital (Circle type organization)
☐ Nonprofit Internal Revenue Code Section 501(c)(3) or 501(c)(4) Exempt Organization (must provide IRS authorized letter with this form)
☐ Nonprofit Organization with an authorized letter issued by the Michigan Department of Treasury prior to June 1994 (must provide copy of letter with this form)
☐ Rolling Stock purchased by an Interstate Motor Carrier
☐ Direct Mail (delivered to multiple taxing jurisdictions - purchaser assumes tax payment obligation)
☐ Other (explain): _____

Section 4: Certification:

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including necessary reimbursement to the vendor for tax and accrued interest.

Lease No.: 518593

Purchaser:

Benzie County
448 Court Place
Beulah, MI 49617
(231) 882-0013

☒ Maridee Cutler Deputy Co. Administrator
Authorized Signature Title
☒ Maridee Cutler 11/28/16
Printed Name Date

TEAM

FINANCIAL GROUP, INC.

Phone: (616) 735-2393

Fax: (616) 735-2392

Email: info@teamfinancialgroup.com

LEASE CLOSING

INSURANCE

Insurance Company Name



Insurance Company Contact



Insurance Company Phone Number



FED ID NUMBER

(10% & FMV Leases)

LOCAL TOWNSHIP

COUNTY

INVOICE INFO

(If different than lease)

Billing Address

City, State Zip

Attn:

2016-025

Benzie County Board of Commissioners
Resolution of Support
For The Brownfield Redevelopment Authority to Apply
For USEPA Assessment Grant

The Benzie County Board of Commissioners hereby approves the following resolution regarding the Brownfield Redevelopment Authority applying for a USEPA Assessment Grant to assist with redevelopment of brownfield properties within Benzie County:

Whereas, the Benzie County Brownfield Redevelopment Authority has reviewed the various redevelopment opportunities within Benzie County and has narrowed this list of high priority redevelopment opportunities to approximately 10 properties; and

Whereas, the Benzie County Redevelopment Authority believes that Benzie County is ready and supportive of brownfield redevelopment; and

Whereas, the Benzie County Redevelopment Authority works cooperatively with all units of government within Benzie County and with the Benzie County Land Bank on brownfield redevelopment opportunities; and

Whereas, in discussions with potential developers, one major concern with redevelopment within Benzie County is the upfront environmental assessment costs associated with property purchase and redevelopment; and

Whereas, the Benzie County Redevelopment Authority believes that if a USEPA Assessment Grant is provided that Benzie County would be in a position to proactively recruit redevelopers, by minimizing their upfront environmental assessment costs by covering such costs as a Phase 1, Phase 2, Due Care Plan, Baseline Environmental Assessment, etc.

NOW, THEREFORE, BE IT RESOLVED that the Benzie County Board of Commissioners does hereby support the Brownfield Redevelopment Authority application for a USEPA Assessment Grant in the amount of \$300,000, which will be used to proactively recruit and work cooperatively with both local units of governments and developers to assist with redevelopment of brownfield properties within Benzie County.

Dated December 6, 2016

Roger Griner, Benzie County Chairman

I, Dawn Olney, Benzie County Clerk, and clerk to the Benzie County Board of Commissioners herby do certify that the above resolution was adopted by the Benzie County Board of Commissioners on December 6, 2016.

RECEIVED

NOV 30 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Dawn Olney

From: Michelle Thompson
Sent: Wednesday, November 30, 2016 3:55 PM
To: Dawn Olney
Subject: FW: #13-80107-LK Revised
Attachments: 13-80107-LK DRAFT STMTS.pdf

Dawn:

This is for the packet.

Thank you,

Michelle Thompson

Benzie County Treasurer
Benzie County Land Bank Authority Chairman
www.benzieco.net
231.882.0011

From: Chris Sullivan [mailto:csullivan@gtrlc.org]
Sent: Tuesday, November 22, 2016 9:47 AM
To: Michelle Thompson <MThompson@benzieco.net>
Subject: Fwd: #13-80107-LK Revised

Shelley,

Here is the draft closing statement that I'll need Roger Griner to sign, so that we can submit the draft closing packet to the DNR. We are looking at a closing date of January 25, 2017.

Thanks!



Chris Sullivan
*Senior Land Protection
Specialist*

email: csullivan@gtrlc.org
web: www.gtrlc.org
telephone: 231.929.7911
3860 N. Long Lake Rd, St D
Traverse City, MI 49684



----- Forwarded message -----

From: Alexis Bannen <abannen@belltitle.com>
Date: Mon, Nov 21, 2016 at 3:09 PM
Subject: RE: #13-80107-LK Revised
To: Chris Sullivan <csullivan@gtrlc.org>

Here you go!

I used \$5000.00 for the 2017 estimated Winter Taxes. I used \$1271.84 (\$1242.03+29.81) for the 2017 estimated Summer Taxes.

Let me know how it looks to you or if any changes are needed. Once you get the 2016 Winter tax bill in December, just let me know and I can adjust the 2017 Estimated pro-ration.

Ali Bannen

Bell Title – Lakeshore

205 S. Benzie Blvd., P.O. Box 83

Beulah, MI 49617

PH (231) 882-9691 FX (231) 882-4475

From: Chris Sullivan [csullivan@gtrlc.org]
Sent: Monday, November 21, 2016 2:52 PM
To: Alexis Bannen
Subject: Re: #13-80107-LK Revised

Documents to record will include a warranty deed, a Mineral Royalty Interest Deed, and a Declaration and Notice.

Roger Griner will sign on behalf of Benzie County. On the previous closings for this project, the title has been: Chairman, Board of Commissioners.

Buyer pays all closing fees.



Chris Sullivan
*Senior Land Protection
Specialist*

email: csullivan@gtrlc.org
web: www.gtrlc.org
telephone: 231.929.7911
3860 N. Long Lake Rd, St D
Traverse City, MI 49684



On Mon, Nov 21, 2016 at 2:48 PM, Alexis Bannen <abannen@belltitle.com> wrote:

Hi Chris,

Yes, I can get you a draft Statement as of the 25th.

What docs will you have to be recorded other than the Deed to Benzie Co. and the Survey?

Name and Title or person signing on behalf of Benzie County?

Buyer pays all closing fees, correct?

2016 Winter tax bill will be issued on 12/01, once you get that, you can send to me and I will add it to the Settlement Statement, if that will work.

Ali Bannen

Bell Title - Lakeshore

205 S. Benzie Blvd., P.O. Box 83

Beulah, MI 49617

PH (231) 882-9691 FX (231) 882-4475

From: Chris Sullivan [csullivan@gtrlc.org]
Sent: Monday, November 21, 2016 2:38 PM
To: Cheryl Ryan; Alexis Bannen
Subject: Re: #13-80107-LK Revised

Thanks Cheryl.

Ali - Due to my mix-up with the old e-mail addresses, I'll have to kick the proposed closing date back to January 25th. Can we get with the draft closing statement prepared to reflect that closing date? I'm supposed to get Glen Chown (GTRLC) and Roger Griner (Benzie County) to sign it, so I can submit the draft closing packet 60 days prior to the proposed closing date.

If you can't get it to me until next week, that should still be okay - I think we can get them to accommodate 50+ days; they want to be done with this almost as much as I do...

Thanks!



Chris Sullivan
*Senior Land Protection
Specialist*

email: csullivan@gtrlc.org
web: www.gtrlc.org
telephone: 231.929.7911
3860 N. Long Lake Rd, St D
Traverse City, MI 49684



On Mon, Nov 21, 2016 at 2:26 PM, Cheryl Ryan <cryan@belltitle.com> wrote:

Hi Chris,

Here is the revised commitment removing the Warranty Deed requirement to Iken. Ali Bannen, will have the file to proceed with the rest of the closing process, her e-mail is: Abannen@belltitle.com if you need. Thanks, Cheryl

Bell Title Lakeshore

205 S. Benzie Blvd. - P.O. Box 83

Beulah, MI 49617

Office [\(231\)882-9691](tel:(231)882-9691) Fax [\(231\)882-4475](tel:(231)882-4475)

Email: cryan@belltitle.com

BUYER'S STATEMENT**Buyer:** The County of Benzie**Seller:** Grand Traverse Regional Land**Settlement Agent:** Bell Title Agency Lakeshore
(231)882-9691**Place of Settlement:** 205 S. Benzie Blvd, PO Box 83
Beulah, MI 49617**Settlement Date:** January 25, 2017**Property Location:** 5014 Mollineaux Road
Benzonia, MI 49616
Benzie County, Michigan
Part of 10-02-021-016-00**DRAFT****DEBITS**

Contract sales price		525,000.00
Settlement Fee	Bell Title Agency Lakeshore	450.00
Owner's title insurance to First American Title Insurance Company		1,988.75
Tax Certificate	Bell Title Agency Lakeshore	30.00
Government recording charges	Benzie County Register of Deeds	35.00
Record Survey	Benzie County Register of Deeds	30.00
City/County Tax/Stamps	Deed Benzie County Register of Deeds	577.50
State Tax/Stamps	Deed Benzie County Register of Deeds	3,937.50
Record Mineral Deed	Benzie County Register of Deeds	30.00
Record Declaration and Notice	Benzie County Register of Deeds	30.00
Gross Amount Due From Buyer	TOTAL DEBITS	532,108.75

CREDITS

25% Credit from GTRLC		131,250.00
2017 EST SUM TAX	01/01/17 to 01/26/17 Benzonia Treasurer	87.11
2017 EST. WNT TAX	01/01/17 to 01/26/17 Benzie Treasurer	342.47
Less Total Credits to Buyer	TOTAL CREDITS	131,679.58

BALANCE

From Buyer	400,429.17
-------------------	-------------------

APPROVED:

The County of Benzie, a Michigan Municipal
Corporation**DRAFT**

BY: _____

Roger Griner, Chairman, Benzie County Board
of Commissioners

Bell Title Agency Lakeshore

RECEIVED

NOV 30 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

(13-80107-LK.PFD/13-80107-LK/71)

SELLER'S STATEMENT

Buyer: The County of Benzie
Seller: Grand Traverse Regional Land
Settlement Agent: Bell Title Agency Lakeshore
(231)882-9691
Place of Settlement: 205 S. Benzie Blvd, PO Box 83
Beulah, MI 49617
Settlement Date: January 25, 2017
Property Location: 5014 Mollineaux Road
Benzonia, MI 49616
Benzie County, Michigan
Part of 10-02-021-016-00

DRAFT

CREDITS

Contract sales price	525,000.00
Total Credits to Seller	TOTAL CREDITS 525,000.00

DEBITS

25% Credit from GTRLC	131,250.00
2017 EST SUM TAX	87.11
2017 EST. WNT TAX	342.47
Less Total Reductions to Amount Due Seller	TOTAL DEBITS 131,679.58

BALANCE

To Seller	393,320.42
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APPROVED:

Grand Traverse Regional Land Conservancy, a
Michigan Non-Profit Corporation

BY: _____
Glen A. Chown, Executive Director

DRAFT

Bell Title Agency Lakeshore



448 Court Place • Beulah, MI 49617

Memo To: Benzie County Board of Commission
From: Mitch Deisch, County Administrator
Date: November 30, 2016
Subject: Millennia Technologies Govt. Center Phone Installation Agreement

Attached is the agreement between Millennia Technologies and Benzie County for the installation of the Govt. Center phone system for \$48,116.

Millennia Technologies was unanimously selected by the Commission Technology Committee to provide and install Shore Tel IP phone system in the County Govt. Center. The Shore Tel IP phones are compatible with the Cisco phones that were installed several years ago in the Sheriff Dept.

The agreement was reviewed by County Attorney Dick Figura. Numerous changes were made to the agreement through suggestions by the County Attorney. The one are that Millennia was unwilling to make any changes was in section 10 Limitations of Liabilities. County Attorney Dick Figura felt that the language was to one-sided toward Millennia. All other sections where the County made recommendations for change were accepted by Millennia.

Whereas I would have preferred to have changed the limitations of liability language in the agreement, both the County Attorney Dick Figura and I do not believe that it hold up the process of moving this project forward. Attached is an e-mail from Dick Figura that lays out his perspective.

Recommendation – It is Administrations recommendation that the Benzie County Board of Commission approve the phone system purchase agreement with Millennia Technologies and authorize the Chairperson to sign the agreement.

RECEIVED

NOV 30 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

ms. 100.19

Mitch Deisch

From: Maridee Cutler
Sent: Wednesday, November 30, 2016 3:32 PM
To: Mitch Deisch
Subject: FW: Millennia Contract

From: Dick Figura [mailto:rfigura@figuralaw.com]
Sent: Tuesday, November 29, 2016 1:53 PM
To: Maridee Cutler
Cc: Timothy Figura; Traci
Subject: Re: Millennia Contract

Maridee,

I have. While they agreed to some of the changes I suggested, they have not agreed to others. If Millennia won't budge on the rest, then it's the BOC's call to enter into the contract as it is. As I said after my initial review, I didn't think they would make the changes requested, but we had to ask. If we are ever embroiled in litigation with them over any of these items, we will have the defense that we tried to get changes, but they refused and, therefore, we had no choice but to sign the contract that they presented.

Is this okay, or do you need something different from me?

Dick

RICHARD J. FIGURA, PC
Richard J. Figura, Esq.
Attorney, Mediator and Arbitrator
rfigura@figuralaw.com
Timothy J. Figura, Esq.
Attorney at Law (also admitted in Pennsylvania)
tfigura@figuralaw.com
11470 S. Leelanau Hwy, Ste. 105
PO Box 447
Empire, MI 49630
231-326-2072

Working for a better community through law

Of counsel to Simen, Figura & Parker, PLC, Flint, MI

From: Maridee Cutler <MCutler@benzieco.net>
Date: Tuesday, November 29, 2016 at 10:38 AM
To: Richard Figura <rfigura@figuralaw.com>
Cc: Mitch Deisch <MDeisch@benzieco.net>
Subject: RE: Millennia Contract

Just wondering if you had a chance to review....would really like to get this on the board agenda tomorrow.



From: Maridee Cutler
Sent: Wednesday, November 23, 2016 11:13 AM
To: rfigura@figuralaw.com
Cc: Mitch Deisch
Subject: Millennia Contract

Dick,

Good morning,

Attached is the Millennia Contract for the new phones that the Benzie County Government Center is contract for. Mitch asked that I send this to you to review page3, #10, 11b and 15C. You reviewed these once before and we made changes to those sections, however, Millennia changed it back to the original version of the contract. Mitch wanted to know if you were comfortable with that language as it is, we don't think Millennia will budge on this. We would like to get this contract in front of the board for the next board meeting. I will need to have a clean copy by December 7th. Any chance you could look at this today quickly or first part of next week?

Thank you,
Maridee



1000 3 Mile Rd NW, Ste J

Grand Rapids, Michigan 49544

1-866-240-2500

PURCHASE AGREEMENT

This agreement is made as of December 8th, 2016 between MILLENNIA TECHNOLOGIES, and Benzie County, located at 448 Court Place, Beulah, Michigan, 49617 (hereinafter referred to as "Customer").

1. **AGREEMENT:** Millennia Technologies will sell, deliver and install the telecommunications equipment listed on Sales Quotation # 50179-717944 (Equipment), and sublicense the associated software (together with the System) and Customer will purchase the Equipment or cause the Equipment to be purchased by a Lessor who may lease the Equipment to the Customer. This Purchase Agreement incorporates Millennia Technologies RFP responses of July 22, 2016 as part of this Agreement.
2. **PREMISES:** The System will be installed at 488 Court Place, Beulah Michigan 49617. Customer will secure all necessary consents, easements and rights-of-way for Millennia Technologies' access to the System at the Premises.
3. **PRICE AND PAYMENT TERMS:**

The price of the system material is: \$	<u>41,934.71</u>
The price of install/training is:	<u>\$ 5,852.17</u>
The total price is:	<u>\$ 47,786.88</u>
Freight:	<u>\$ 330.00</u>
Taxes:	<u>\$ NA</u>
Grand Total:	<u>\$ 48,116.88</u>

No other item is included unless specifically stated in the Agreement or on a Schedule. Customer will pay the Cash Price on the following milestones:

\$	<u>24,058.44</u>	(50%) on execution of this Agreement;
\$	<u>14,435.06</u>	(30%) on delivery of materials to customer site;
\$	<u>To Be Invoiced</u>	Balance due upon Completion of Installation & Training per the SOW and SOW Addendum

4. **CHANGES:** Any addition or deletion to the System shall be made by means of a Customer Work Order. Unless otherwise modified by a Work Order, the terms of this Agreement will apply to a Work Order as set forth in Section 15 that may apply to any additional equipment or software. Such warranty will terminate not later than the Warranty Period set forth in Section 15 of this Agreement for the original System. The Cash Price of the System (including progress payments) shall be subject to mutually agreed upon adjustment in the event of any mutually agreeable addition or deletion.
5. **LEASING:** Customer prefers to lease the System YES X NO. Millennium Technologies' performance under this Agreement is conditioned on Customer being offered a lease of the System by Millennium Technologies' or other qualified Lessor within thirty (30) days of the date of this Agreement, and Millennium Technologies' receiving a confirming purchase order from the Lessor subject to the terms of this Agreement. Customer's provision of false information or Customer's rejection or failure to accept a lease shall be deemed a breach of this Agreement. Customer is responsible for verifying that the Lessor will include any additions evidence on an ICN or WO under a lease of the System. The Customer chooses to have the leasing company make progress payments. YES X NO.
6. **SCHEDULING:** The Start Date is the Date Millennium Technologies begins the installation of System. The anticipated Start Date is **1/2/2017**. The Cutover Date is the date the equipment is connected to the public telephone network, activated and functioning substantially to provide basic telephone service to place and receive telephone calls. Minor omissions or variances in equipment performance, which do not materially impair the basic telephone service of the equipment, shall not affect the Cutover Date. The anticipated Cutover Date is approximately the third week of January, 2017.
7. **ATTACHMENTS:** The following Schedules are attached to and made part of this Agreement:
 - SOW
 - SOW Addendum
 - Sales Quotation **50179-717944**

8. **GOVERNING LAW:** This Agreement is deemed made and governed by the laws of the State of Michigan except for its rules regarding the conflict of laws. The agreed upon venue for legal action brought by either party with respect to the terms of this Agreement shall be in Benzie County.
9. **FORCE MAJEURE:** Millennium Technologies' performance shall be adjusted or suspended by Millennium Technologies to the extent performance is beyond Millennium Technologies' reasonable control for reasons including, without limitation, the following: strikes, work stoppages, fire, water, flood, wind, storms, lightning, other acts of God or public enemy, delays of suppliers or sub-contractors, delays or power company, delays of the local exchange company, interexchange carrier of any other carrier, governmental action or any Customer nonperformance such as Customer non-payment or failure to execute an acceptance certificate or leasing document.
10. **LIMITATION OF LIABILITY, EXCEPT FOR CLAIMS FOR PHYSICAL INJURIES TO INDIVIDUALS AND DAMAGES TO PHYSICAL PROPERTY: MILLENNIA TECHNOLOGIES AND ITS SUPPLIERS OR SUBCONTRACTORS WILL NOT BE LIABLE FOR THE FOLLOWING UNLESS MILLENNIA TECHNOLOGIES, ITS SUPPLIERS OR SUBCONTRACTORS ARE PROVEN NEGLIGENT OR IN ERROR.**
A. ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES,
B. COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFITS) OR
C. LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S USE OR INABILITY TO USE THE SYSTEM EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT OR SOFTWARE; BASED UPON BREACH OR WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY WHETHER OR NOT MILLENNIA TECHNOLOGIES OR ITS SUPPLIERS OR ITS SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
11. **TERMS AND EXECUTION:**
A. THIS AGREEMENT INCLUDES THE ADDITIONAL PROVISIONS STATED IN REGARDING WARRANTY. This Agreement binds "Customer" to purchase the System when it is executed by Customer and binds Millennium Technologies when it is executed by Millennium Technologies and delivered to Customer.
B. This Agreement allocates the risk of the System's operation between Millennium Technologies and the Customer. The allocation is recognized by both parties and is reflected in the Cash Price of the System. The Customer acknowledges that it has read this Agreement, understands it and is bound by its terms.

12. **INSTALLATION:**

A. Customer will provide:

1. Necessary floor plans, space and accessible System and Wiring locations free of asbestos and other environmental hazards to the extent required by government regulations;
2. Dedicated AC power and ground source as per specification in Millennium Technologies sales proposal and SOW Connection of system and system power up subject to power and ground meeting the stated specifications.
3. Suitable operating environment as per Millennium Technologies sales proposal and SOW (including isolated ground, air conditioning, humidity, heat and security);
4. Completed copies of database feature forms in a timely manner as directed by Millennium Technologies; and

4A. Where not otherwise provided herein, raceway, conduit, holes and wireways.

B. The System will meet Federal Communications Commission Part 68 Standards for the connection to the Public telephone network. Millennium Technologies will obtain necessary work permits and contractor's licenses.

C. Millennium Technologies makes no representation as to the presence or absence of hazardous materials. If Millennium Technologies encounters hazardous conditions, it shall immediately cease work until Customer has corrected such conditions in accordance with OSHA and EPA requirements as verified by an independent industrial hygienist at Customer's expense. Customer shall indemnify Millennium Technologies according to Section 16A for any claim arising due to hazardous conditions.

13. **ACCEPTANCE:** After the System is cutover and within 30 working days, the Customer acceptance statement will be signed. This statement will verify that the Customer approves of the installation and operation of the new System. Exceptions to the acceptance will be allowed for on the Acceptance Statement. Once Acceptance Statement is signed off by customer, final payment is due without deduction, setoff or abatement. Millennium Technologies may suspend its warranty obligations and may exercise its other rights and remedies for Customer nonperformance if customer acceptance is not returned within 30 working days following cutover or within a previously contracted acceptance period.

14. **TRAINING:** Millennium Technologies will provide end user training to current employees of "Customer" prior to System cutover as per specifications in the Sales Quotation and SOW and SOW Addendum. Millennium Technologies will provide end user training to future employees of Customer after cutover date at then prevailing Millennium Technologies rates.

15. **SYSTEM WARRANTY AND MAINTENANCE:**

- A. For a period of 5 years from the Order date (the Partner Support Warranty Period), Millennia Technologies warrants that the System will be free from defects in materials and workmanship. If warranty work is necessary, Millennia Technologies will, at its option (1) repair the System in place or (2) accept return of the System or components of the System, for repair or replacement. Such repair or replacement, including both parts and labor, will be at Millennia Technologies' expense. Telephones are covered for 1 year.
- B. "Customers" **SOLE AND EXCLUSIVE REMEDY** for breach of warranty is limited to Millennia Technologies performance under Section 15A and is provided in Section 10. Millennia Technologies liability will cease at the end of the Partner Support Warranty Period including liability for manufacturing defects not discovered within the Partner Support Warranty Period.
- C. The Warranty in Section 15A excludes repairs or replacements made necessary by misuse, negligence, accident, theft or unexplained loss, abuse, connection for foreign electric current, fire, water, flood, wind, storms, lightning, any act of God or public enemy, Customer's failure to provide a operating environment as specified in Section 12A, failures or changes required resulting from the local exchange company, interexchange carrier, the power company, signal carriers, and other transmission providers, unauthorized attachments or modification or improper software changes, wiring, installation, repair or alteration by persons unauthorized by Millennia Technologies. Millennia Technologies may perform repairs necessitated by any excluded cause at Customer's request at Millennia Technologies' then prevailing rates.
- D. **THE ABOVE WARRANTY IN SECTION 15A IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTY EXISTS IN THIS AGREEMENT UNLESS STATED OTHERWISE ON A SCHEDULE.**
- E. Millennia Technologies will respond to requests to perform service during the warranty period for any significant malfunction of the System, including station or trunk failure (Regular Service) within Millennia Technologies' next business day after receipt of notice from customer requesting such service. Millennia Technologies will respond to requests to perform service for a total system failure of the System (Emergency Service) within two (2) hours of receipt of notice from Customer requesting such service. Emergency Service will be provided only for System failure resulting in Customer's complete inability to (1) receive all incoming calls; (2) make all outside calls; (3) make all station-to-station calls; or (4) use the attendant console. Maintenance after the Warranty Period may be provided by

Millennia Technologies only under a separate written maintenance agreement or on an individual time and material basis. Service calls made beyond Millennia Technologies' normal working hours for both routine and emergency service will be performed by Millennia Technologies upon customer request. Customer agrees to pay Millennia Technologies to perform such emergency services beyond normal working hours at Millennia Technologies' then prevailing rate with a minimum charge for two (2) hours.

16. **INDEMNIFICATION:**

Millennia Technologies will be responsible only for physical injury to persons (including death) and damage to tangible physical property to the extent caused by its negligence during delivery, installation or maintenance, and which is reported to Millennia Technologies in writing within sixty (60) calendar days of the incident.

17. **RISK OF LOSS, TITLE AND SECURITY INTEREST:**

Customer assumes the risk of loss to the System from the date of its delivery to the Premises. While any part of the Cash Price is unpaid, Customer will maintain adequate insurance against fire, theft or other loss for the System's full insurable value.

18. **CUSTOMER DEFAULT:**

If Customer fails to pay any sums when due, or otherwise fails to perform any obligation when required, Millennia Technologies, in addition to all other remedies available to it at the law or in equity, may: (a) cease installing the System, (b) suspend its warranty obligations.

19. **SOFTWARE LICENSE:**

- A. Unless stated otherwise on a Schedule, Millennia Technologies grants Customer a non-exclusive license for the useful life of the System to use the software (including related documentation) solely to maintain and operate the System provided customer: (1) does not allow any aspect of the Software to be disclosed to a third party without Millennia Technologies written consent and makes reasonable efforts to ensure that its employees are aware of this obligation; (2) uses the System solely for Customer's internal business purposes; (3) does not copy any part of the software without Millennia Technologies consent and does not attempt to develop any source code from the software; and (4) returns to Millennia Technologies erases or destroys any software on any media being recycled or discarded and so certifies to Millennia Technologies.
- B. Customer may only transfer the right to use the software to any end user who subsequently acquires the right to use the System, agrees to be bound by the terms of this license, and agrees to pay any applicable fee.

20. MISCELLANEOUS:

- A. If the Customer uses a purchase order or similar document to order a System or portions thereof, Millennium Technologies' acceptance of such order will be conditioned upon the Customer referencing this Agreement and the terms of this agreement and not those contained in such purchase order, unless otherwise agreed in writing by Millennium Technologies. Millennium Technologies reserves the right to subcontract any and all of the work to be performed under this Agreement.
- B. This Agreement is not assignable by either party without the prior written consent of the other party. Any attempt to assign any of the rights, duties or obligations under this Agreement without such consent will, at the non-assigning party's option, be deemed void or accepted in said non-assigning party's sole discretion.
- C. The waiver by either party of any default will not operate as a waiver of any subsequent default.
- D. Millennium Technologies' obligation is contingent upon a credit report satisfactory to Millennium Technologies. This Agreement includes all final proposals and constitutes the entire agreement between Millennium Technologies and Customer with respect to the purchase of the System. Any representations, warranties or statements made by an employee, salesperson or agent of Millennium Technologies and not expressed in this Agreement are not binding upon Millennium Technologies.
- E. If any court holds any portion of this Agreement unenforceable, the remaining language shall not be affected.
- F. Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought.

Accepted by:

MILLENNIA TECHNOLOGIES

Benzie County

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date



SHORETEL DEPLOYMENT - SCOPE OF WORK

EXECUTIVE SUMMARY

Millennia Technologies (Millennia) will provide and deploy a ShoreTel Voice over IP (VoIP) solution. This document outlines the services that Millennia will provide for the phone system.

To properly deploy a ShoreTel VoIP phone system, a Millennia ShoreTel Systems Engineer will work with your IT staff (both data and voice). Information needed from your staff includes (but, not limited to):

- Data – IP address scheme currently in use (IP numbers, DHCP or static, if DHCP – what system provides it, VLANs in place, network time services, etc.)
- Voice – type of circuits currently used (T1, analog, SIP) for voice and the phone numbers used. A copy of the last telephone bill is also handy if contact to the telephone company is needed (note – a signed LOA will be required for Millennia to speak with your carrier on your behalf).
- Voice – fax lines and numbers in use.
- Voice – call routing in use. For example, phone number (616) 555-xxxx is directed to the operator, phone number (616) 555-yyyy rings at 3 user's phones then is directed to another 3 users, phone number (616) 555-zzzz is used for voice mail only, etc.

Millennia has detailed the items needed to create a successful deployment. Please see the Customer Provided Information & Services section along with the Millennia provided services section in this SOW. Any additional services not outlined in our standard SOW will be detailed in the SOW Addendum.

If you would like and of the services detailed in the "Optional Services and Products" below, please consult with your Millennia representative, we will gladly create or add to the SOW Addendum to meet your needs.

OPTIONAL SERVICES AND PRODUCTS

- ☐ Architect, plan and deploy an IP infrastructure, includes routing and quality of service for priority delivery of voice traffic
- ☐ Architect, plan and deploy an Ethernet infrastructure, includes VLANs, PoE switches, GPON/Fiber and cabling
- ☐ Data Network analysis to determine the suitability of adding voice to your network
- ☐ Data Network upgrades to ensure voice quality – single or multiple locations
- ☐ ShoreTel Communicator deployment
- ☐ Customization of programmable buttons on deskphones
- ☐ Fax services integrated into the phone and e-mail systems – using DID for direct to person faxing, receive faxes in e-mail, fax from PC.
- ☐ Headsets – wired, wireless
- ☐ Wireless phones (Voice over WiFi)
- ☐ Mobility services to turn smartphones into company phones – using cellular services and/or WiFi services anywhere



- ☐ Training for all aspects of ShoreTel use – administration, staff, operators, etc. **INCLUDED**
- ☐ UPS or Uninterruptable Power Supply
- ☐ Network Assessment for WAN links
- ☐ Overhead Paging System(s)

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MILLENNIA TECHNOLOGIES PROVIDED SERVICES

TRUNKS (links to the phone company) ☐ T1 – coordinate with provider to configure the connection(s), connect to provider's jack (see switches) if necessary.

- DID – configure range of incoming numbers from T1 trunk(s)
- Analog – configure ShoreTel switches for analog lines from provider

SHORETEL PHONES ☐ User's name will be displayed on each deskphone after the Voice Mail setup process - documentation will be provided to handout to all personnel

- Common area phones (lobby, kitchen, conference room, etc.) will be pre-programmed by Millennia

SHORETEL SWITCHES ☐ Connect to provider's interface (same room as ShoreTel switch location) – smartjack, wall mount, etc. Analog lines will be terminated at ShoreTel system.

- Switches will be rack (19" data) or wall mounted as appropriate, connected to protected power source (known as a UPS or Uninterruptable Power Supply – customer provided)
- Switches will be programmed with IP information, tested for communications with server

NETWORK ☐ Program IP information on all ShoreTel servers and switches

PC ☐ Provide ShoreTel Communicator software (.exe format) for customer's IT staff to deploy ☐ User documentation for setting up Voice Mail and configuring Communicator on their computer (Digital Format)

SHORETEL SERVER - SHOREWARE DIRECTOR ☐ Install and configure server operating system, install ShoreWare Director software and configure IP address(s).

- If you are providing the ShoreWare Director server, please ask for and refer to system requirements for hardware, operating system + all updates, etc.
- Setup of users from customer provided spreadsheet (see Customer Provided Information & Services section)
- Caller ID digits configured for the customer's main number at each location (not applicable for analog trunks), also used for 911 Caller ID presentation
- Hunt Groups
- Auto Attendant and recording sessions
- Schedule for on-hours, holidays for the current year and custom Auto Attendant
- Voice mail for all users with appropriate license
- Customized Class of Service groups (Executive and Staff)



- Paging
 - Site locations) ☐ External Voice Mail access
- group (customer to define members)
configuration as appropriate (multiple

TRAINING

- ☐ Provide Optional training sessions as purchased (Staff, Admin, Operator, etc.)
- Provide ShoreTel documentation for Communicator, phones and administration

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TESTING

STANDARD

- Verify Telephone Company trunks are installed and tested
- Verify phones are installed and operational
- Verify voice mail can be accessed from deskphones and from the outside
- Test and verify call flows work as programmed
- Confirm web-based phone and Communicator training is available for all personnel
- Test Extension to Extension, Local, Long Distance, International & 911 Calls
- Test Analog lines - external and internal
- Confirm IP settings for server / switches / phone DHCP settings
- Verify ShoreWare Director Admin Rights
- Review ShoreWare Director QuickLook and system configuration for admin(s)
- Review Partner Support Process ☐ Review Backup Procedures

OPTIONAL – as appropriate

- Test Music on Hold
- Test Overhead Paging (requires appropriate external paging system)
- Test Fax Inbound and Outbound (requires appropriate fax solution)
- Test Call Boxes and Ring Down Phones (if installed)
- Review Failover Scenario for primary ShoreTel server (requires 2nd server and appropriate software)
- Review Fax Server with admin(s)

CUSTOMER PROVIDED INFORMATION

- Point of Contact for the ShoreTel Deployment
- Installation space for ShoreTel equipment – server(s), switches, etc.
- Appropriate power protection to support ShoreTel equipment and infrastructure systems for a 10 minute power outage
- Clearly marked trunk lines with company name and line identification (T1 circuit ID, analog phone number, etc.) at all locations



- Provider's contact information and authorization to speak on behalf of customer for installation (if needed)
- Phone + Fax numbers, Toll free number's local number, DID ranges, how numbers are coming into the phone system (T1, analog, etc.)
- Ethernet ports for ShoreTel equipment – server(s), switches, etc. ShoreTel supports a failover Ethernet port on all switches
- Standards compliant Power over Ethernet available for every phone (802.3af PoE)
- Data Network meets ShoreTel specifications (latency, jitter, lost packets, etc.)
- IP addresses for all ShoreTel equipment (servers, switches, deskphones, etc.)
- Time services (SNTP) defined on the network (used by voice systems to match data systems)
- User information in Millennia provided format – user first and last names, extension, DID number
- Call flow (Outside call to operator, Outside call to group of users, Outside call to auto-attendant)
- Written Auto Attendant script and person to record the script
- Schedule – business hours
- Schedule – holidays for the current year
- Supply Millennia Telecom with your network DHCP parameters for your network

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Any services not outlined in this SOW, the SOW Addendum or any other document and/or agreement can be provided at Millennia's standard T&M (Time & Materials) charges of \$95/hr during normal business hours of 8am to 5pm Monday through Friday and \$145/hr for nights & weekends as well as \$190/hr during holiday hours. Upon execution of this agreement and for all future requested services an additional document/signature will not be required, an email approval of the requested work will be adequate and will fall under the terms of this agreement.

By signing below, Customer agrees to the terms of the Millennia Technologies ShoreTel deployment – Scope of Work (SOW) as outlined on pages 1-4.

Approvals:

Millennia Technologies

Benzie County

By: _____

By:

Print: _____

Print:

Title: _____

Title:

Date: _____

Date:





SHORETEL DEPLOYMENT - SCOPE OF WORK ADDENDUM

EXECUTIVE SUMMARY Millennia Technologies will provide and deploy a ShoreTel Voice over IP (VoIP) solution. This document outlines the services that Millennia will provide for the phone system that are above and beyond the Standard Scope of Work (SOW).

In addition to the items detailed in the Scope of Work, Millennia will perform the following services:

MILLENNIA TECHNOLOGIES TO FURNISH & INSTALL A VALCOM PAGE ACCESS UNIT AND 1 BOGEN 60 WATT AMPLIFIER

FURNISH AND INSTALL TRIPP LITE SMART 1500 VA UPS

FURNISH AND INSTALL 1- HP PROLIANT DL GEN9 SERVER WITH WINDOWS 2012

By signing below, Customer agrees to the terms of the Millennia Technologies ShoreTel deployment – Scope of Work Addendum.

Approvals:

Millennia Technologies

By: _____

Print: _____

Title: _____

Date: _____

Benzie County

By: _____

Print: _____

Title: _____

Date: _____



Millennia
TECHNOLOGIES

Millennia Technologies
1000 3 Mile Rd NW
Grand Rapids, MI49503
United States
Main: 616-301-6387
FAX: 616-301-6387

Sales	Quotation
Quote Number:	50179-717944
Date:	10/13/2016
Proposal Expiration Date:	11/12/2016
Currency:	US Dollar
Payment Terms:	NET 30

t description: Benzie County Final 10/13/2016

Prepared for: MerideeCutler
BENZIE, COUNTY OF
448 COURT PL
BEULAH, MI496179518
United States

Ship to: KenNelson
Millennia Technologies
1000 3 Mile Rd NW
Grand Rapids, MI49503
United States 616-301-6387 ken@mtvoip.com

Item Number	Part Number	Description	Quantity	List Price	Discount	Net Price	Extended Price
1	10524	Voice Switch ST100A, 1U half-width. Max Capacities: 100 IP Phones, 6 Analog Exts, 14 SIP Trunk, 8 LS Trks. Made in USA. Requires ShoreTel Connect; not supported with ShoreTel 14 or older. Use Dual Switch Tray (SKU 10223) for rack mounting.	1	\$3,200.00	\$1,792.00	\$1,408.00	\$1,408.00
2	10529	Voice Switch ST2D, 1U half-width. Max Capacities: 60 SIP Trunk, 2 Dig. Trunks (T1 or E1). Made in USA. Requires ShoreTel Connect; not supported with ShoreTel 14 or older. Use Dual Switch Tray (SKU 10223) for rack mounting.	1	\$5,400.00	\$3,024.00	\$2,376.00	\$2,376.00
3	10531	Voice Switch ST24A, 1U full-width. Max Capacities: 24 Analog Exts. No IP Phone or trunk support. Made in USA. Requires ShoreTel Connect; not supported with ShoreTel 14 or older. Ready for rack mounting.	1	\$3,000.00	\$1,680.00	\$1,320.00	\$1,320.00
4	10223	Rack Mount Tray Kit for SG switch 1U half width, holds two 1U half width voice switches	3	\$65.00	\$0.00	\$65.00	\$195.00
5	29153	Connect ONSITE Software for Enterprise and SBE 100 customers. Includes the Virtual Phone Switch, Virtual SIP Trunk Switch and Virtual Service Appliance features. (Licenses purchased separately)					

6	18008	Emergency Notification, 5 or fewer - Alerts up to 5 individuals with desktop screen pops as well as up to 5 individuals via telephone outcalls for a potential 10 alert recipients in total.	1	\$0.00	\$0.00	\$0.00	\$0.00
7	30149 bundle.	Connect ONSITE Advanced license Includes Ext+Mbx, Connect desktop and mobility client with IM, collaboration, softphone and video. Also includes Web and App Dialer, Remote Phone, CRM client integration and Operator.	1	\$2,200.00	\$1,232.00	\$968.00	\$968.00
8	30148	Connect ONSITE Standard license bundle. Includes Ext+Mbx, Connect desktop and mobility client with IM, collaboration, softphone and video. Also includes Web and App Dialer, Remote Phone and CRM client integration.	8	\$499.00	\$269.46	\$229.54	\$1,836.32
9	30146	Connect ONSITE Telephony license. Includes Ext+Mbx with no Connect client capability.	30	\$299.00	\$164.45	\$134.55	\$4,036.50
10	30145	Connect ONSITE Courtesy license. Includes Extension Only with no Connect client	24	\$159.00	\$85.86	\$73.14	\$1,755.36
			22	\$99.00	\$53.46	\$45.54	\$1,001.88
			Number	Description	Quantity	List Price	Discount
				Extended Price			Net Price
		capability.					
11	10497	ShoreTel IP Phone IP480g. Requires ST 14 or later	67	\$369.00	\$199.26	\$169.74	\$11,372.58
12	10384	Starter Kit : IP 930D DECT Phone - US / Canada / Mexico (Includes Base, Handset & Charger) - Requires ShoreTel 14 or later	3	\$599.00	\$323.46	\$275.54	\$826.62
13	10389	Handset : IP 930D DECT Phone (Add-on) includes handset charger - Requires ShoreTel 14 or later	2	\$199.00	\$107.46	\$91.54	\$183.08
14	10429	IP Phone IP 655 with anti-glare screen (Requires ShoreTel 11.1 or later)	1	\$749.00	\$404.46	\$344.54	\$344.54
15	10401	Satellite microphones for IP Phone IP655, Qty 2	1	\$195.00	\$105.30	\$89.70	\$89.70
16	94151	Partner Support (5 Year, No Phones)	1	\$16,009.00	\$6,883.87	\$9,125.13	\$9,125.13
17		Architect and Deploy	1.0	\$4,972.17		\$4,972.17	\$4,972.17
18		Station User Training	1.0	\$500.00		\$500.00	\$500.00
19		System Administration Training	1.0	\$380.00		\$380.00	\$380.00
20		3 Zone Paging Adapter -Valcom	1.0	\$280.00		\$280.00	\$280.00
21		Bogen 60 Watt Solid State Amplifier TPU 60	1.0	\$499.00		\$499.00	\$499.00
22		Tripp Lite Smart LCD 1500 VA 900 W/ UPS	1.0	\$320.00		\$320.00	\$320.00
23		HP Proliant DL Gen9 Server with Windows 2012	1.0	\$3,997.00		\$3,997.00	\$3,997.00

Comments:

Subtotal: \$47,786.88

Shipping: \$330.00

Total: \$48,116.88



ShoreTel Connect

ShoreTel Connect provides you with greater flexibility in how you deploy business communications to your organization by leveraging a hybrid approach. This hybrid approach combines the resiliency and availability of ShoreTel's trademark distributed architecture with the immediacy and scalability of cloud-delivered applications. With ShoreTel Connect, you can expand the functionality of a premises-deployed ShoreTel solution with ShoreTel applications in the cloud.

Service Name	Service Description	Monthly Fee Per User	Setup Fee Per User
ShoreTel Connect for ShoreTel Sky Fax	ShoreTel Sky Fax is an email-to-fax service used as a fax solution for the ShoreTel phone system.	\$10.00	\$0.00
ShoreTel Connect for ShoreTel Sky Scribe	The ShoreTel Sky Scribe service transcribes voicemail from your ShoreTel phone into text and then sends it to the e-mail address of your choice.	\$10.00	\$0.00

Comments:

ShoreTel Connect services are:

- Ordered via ShoreTel Director
 - See the Connect Services screen in ShoreTel Director
- Billed per user monthly
- Only available in the United States



Trouble Free Voice over IP Proposal

For:

Benzie County Michigan
448 Court Place
Beulah, MI 49617

Millennia Technologies, Your Voice Technology Partner

Who We Are

"We are committed to providing the best voice technology, products and services to our clients"

- ☐ *We've been in the technology business for more than 35 years.*
- ☐ *We have clients throughout the United States as well as an international presence.*

What We Do

We offer total voice technology support and management to small, medium and enterprise businesses, by providing . . .

- ☐ *Design, Sell and Support the "Brilliantly Simple" ShoreTel UC system and the ShoreTel Sky Hosted VoIP solutions* ☐
- Network reviews and redesign of your carrier network services for both voice and Internet as well as MPLS. ☐*
- Complete back end management for those customers that are looking to outsource their UC support*

Facts

- *Support & Manage over 25,000 users/handsets*
- *Support over 500 locations/offices nationwide*
- *ShoreTel Gold Level Champion Partner*
- *Largest ShoreTel Partner in the State of Michigan by both yearly sales volume and total customers supported*
- *#4 Partner worldwide with a 97% Customer Satisfaction Score in 2011 and consistently exceeding "World Class" level with the Net Promoter Score*

Blocks of Time with Millennia Partner Support

You are welcome to pay for technician/engineering time ala carte as Time & Material Pricing (T&M).

Those rates are outlined on the below and on the following page titled "Service Plan Options"

In addition Millennia has also provided you with a convenient way to purchase blocks of time up front in a way that allows you an opportunity to secure discounts ahead of time for work that falls out of the Service Plan Options.

	Standard	Bronze	Silver	Gold
20 Hours	\$2,300	\$2,200	\$1,800	\$1,500
40 Hours	\$4,200	\$4,000	\$3,400	\$2,800

Millennia Hours of Operation & Standard Hourly Pricing (T&M Pricing)

Normal Business Hours	Monday – Friday from 8am through 5pm	\$125/hr
After Hours & Weekends	Outside of Normal Business Hours	\$165/hr



Holiday/Emergency Hours

Any recognized National Holiday

\$225/hr

Service Plan Options

Description	BRONZE Support	SILVER Support	GOLD Support
24x7 Remote Monitoring <ul style="list-style-type: none"> Server & Switch stability and performance Notification of unusual events 	Included	Included	Included
Customer Review & Planning	Included (yearly)	Included (bi-annually)	Included (quarterly)
ShoreTel Software Upgrades	Included	Included	Included
ShoreTel Equipment Warranty (not incl. phones)	Included	Included	Included
ShoreTel Software Warranty	Included	Included	Included
Free Remote MAC's (Moves/Adds/Changes)	Included (1 per month)	Included	Included
Free Carrier Network Assessment	Included	Included	Included
Online Ticketing Portal	Included	Included	Included
ShoreTel Software Upgrades (Performed by Millennia Tech Team)	NOT Incl. (T&M)	Included (up to 1 per year)	Included (unlimited)
Daily system status e-mail	NOT Incl.	Included	Included
BrightMetrics – Industry Leading Reporting & Analytics Tools*	NOT Incl.	Included	Included
Loaner Director ShoreTel Server (Includes ECC Server if Nec)	NOT Incl.	Included	Included
Daily Off Site Back up of ShoreTel Server	NOT Incl.	Included	Included
Next Day ShoreTel Loaner Equipment (for all physical equipment covered under ShoreTel Partner Support within the domestic U.S. – Same Day for customers within 90 miles of Grand Rapids, MI)	NOT Incl. (T&M + equipment rental of \$150/day)	Included	Included
Back Reporting to Customer within 72 hours of resolving open Trouble Tickets	NOT Incl.	NOT Incl.	Included
Fully Managed ShoreTel System by Millennia Tech Team (remote management) - Dedicated Toll Free or local # to Millennia Tech Support	NOT Incl.	NOT Incl.	Included
Vendor Liaison with your network carrier	NOT Incl.	NOT Incl.	Included
Installation of new ShoreTel hardware and software (domestic U.S. for hardware + T&E beyond 200 miles from Grand Rapids, MI)**	NOT Incl.	NOT Incl.	Included
Hourly Remote and On Site Rate – Telephony/VoIP (plus T&E beyond 200 miles from Grand Rapids, MI)	\$115	\$95	\$75
Millennia Branded Phone Coverage (Warranty on phones)*** (all phones on system must be included in this support level)	\$25 per phone per yr	\$20 per phone per yr	\$15 per phone per yr
Emergency Response Fee	\$195/hr (1 hr min.)	\$145/hr (1 hr min.)	\$95/hr (1 hr min.)
Onsite Emergency Response Time (Within 90 miles of Grand Rapids, MI)	Within 6 hours	Within 4 hours	Within 2 hours
On-site scheduling of technician (Non-Emergency)	4-5 days	2-3 days	Next Business Day
Phone and Remote Support Sessions - Direct to End Users	\$45 per 15 min.	\$35 per 15 min.	\$25 per 15 min.



# of extensions on customer system	100	100	100
Pricing - 5 Year ShoreTel Partner Support	\$9,125.13	\$21,963.92	\$26,531.54

*This does not include live real time reporting. For live real time reporting add an additional \$150/mo which is billed yearly. Also, if you are choosing the Bronze package but would like Brightmetrics, we are happy to provide a quote for this product Ala-carte.

**Installation of new hardware does NOT include phones (phones will be set up in our lab and shipped to customer site)

***Millennia Branded Phone Support includes like model refurbished phones as replacements and/or handset/base/cord replacement when applicable (if like model is unavailable the closest available model will be used as the replacement) – this requires a separate addendum with signature.

All Millennia invoicing is due on a NET30 basis. Any unpaid invoice exceeding NET30 days will be charged an additional service charge of 2% of the outstanding balance due. NET30 begins as of the date of the invoice.

Remote Access – All outlined support options require the customer to provide Millennia with remote support access to their server and switches.

Trouble Free Voice over IP Addendum

Executive Summary: Millennia's Support options are designed to provide everything from basic support for those customers who have their own IT **ShoreTel Partner Support** staff to a higher level of support for those customers that don't have a robust IT/Telecom staff or are looking to outsource some **Bronze/Silver/Gold Levels** of these services to become more efficient in their internal business processes when it comes to IT/Telephony.

Inclusions The items outlined in this agreement including the descriptions below are included as a part of the Bronze, Silver and Gold levels of ShoreTel Partner Support through Millennia. Any item not outlined in this agreement is not included and therefore may be subject to additional pricing at our standard T&M rates.

- All customers' initial end user calls are to be directed to the customers' internal IT service/help desk for processing.
Customers' IT service/help desk will then open a ticket with Millennia to address the request.
- 24/7 Remote Monitoring – If a notification comes into Millennia during normal business hours, the issue will be addressed as necessary and the customer will be sent a notification either via email or a phone call depending upon the severity of the issue. If a notification comes into Millennia after hours, Millennia will assess the situation and address it as first priority the next business day.
- Customer Review & Planning – Millennia will provide time for either a yearly, bi-yearly or quarterly review per the option selected by the customer and the description on page 2 of this document to plan/outline upcoming ShoreTel software releases/upgrades to the ShoreTel system as well as provide updates to the ShoreTel roadmap as they are released to Millennia.
- Equipment Warranty – All of the customers ShoreTel equipment is covered under warranty (not including phones) in the Bronze, Silver and Gold levels. In the case of failure, Millennia will handle the RMA with ShoreTel for replacement of the faulty ShoreTel switch (server not included if customer provided). In addition, as a Silver and Gold level customer, Millennia will provide same day switch replacement on any physical ShoreTel switch that has failed and is being RMA'd per the description on page 2 of this agreement (within lower Michigan – Next day outside of Michigan but within the continental U.S.). This also includes the labor for Millennia techs' for both the replacement of the hardware as well as the final replacement of the RMA'd hardware (within lower Michigan only).
- MAC's (Moves/Add's/Changes) – Millennia will handle the customers' remote programming changes for MAC's. All MAC's regarding Auto Attendant and/or Work Groups/ECC must be clearly designed and defined by the customer except for MAC's related to end users, their extensions and/or locations. Any design and/or onsite work related to MAC's, Auto Attendants and/or Work Groups/ECC will be billed on a per project basis or as Millennia's standard T&M rates above and beyond this agreement.
- Carrier Assessments – Millennia will provide the customer with up to 1 carrier assessment per year which includes a Billing Review (customer must provide a copy of detailed billing to Millennia from all carriers), an assessment of the



customers' options for both phone and Internet service options for up to 3 additional carriers. As a part of the Gold level of support, Millennia will also act as your vendor liaison for opening trouble tickets on your phone circuits with your carrier (this requires customer to sign a full LOA for Millennia to speak with the carrier on the customers' behalf).

- Online Ticketing Portal – Millennia will provide the customer with an online ticketing Portal for opening trouble tickets on their ShoreTel system.
- ShoreTel Software Warranty & Upgrades – All ShoreTel software upgrades will be made available to the customer from ShoreTel. In the Silver and Gold Level support options, Millennia will provide an engineer to perform the software upgrades on the customers ShoreTel system. The customer will be required to have their own Sr. level engineer onsite and available for any and all such upgrades.
- Daily system status email – this email status will outline any known issues on the ShoreTel system
- BrightMetrics – Millennia will provide the Bright Metrics reporting tool for online system view of their ShoreTel system with cradle to grave reporting on all calls. This does not include Real Time Reporting. Real Time Reporting can be purchased for an additional charge of \$1,799.4/yr.
- ShoreTel Director Server – Offsite Back-up and Loaner Server – As a part of the Silver and Gold levels of support, Millennia will provide a loaner server in the case of a failure of the Director server. This level also provides for daily offsite back-up on a redundant director server at the Millennia Data Center.
- Back Reporting – Customer will be provided notification of resolution of Open trouble tickets within 72 hours of resolution
- Full Remote Management of the ShoreTel System – Millennia will manage the day to day operations of the ShoreTel system including system monitoring and MAC's as outlined above.

Purchase Agreement

This agreement is made as of November, 14th, 2016 between Millennia Technologies (AKA Millennia Telecom and/or Millennia) and Benzie County, Michigan located at 448 Court Pl, Beulah, MI 49617.

1. **AGREEMENT:** Millennia Technologies is providing Benzie County with the ShoreTel Partner Support option selected below as outlined on the previous pages of this agreement. All future yearly support amounts could reflect increases to this amount due to additional licenses and/or equipment purchases. Upon signature of this agreement by both parties, this agreement is in force and binding between the two parties.

All support options committed to by Benzie County are in turn committed to and paid for by Millennia to ShoreTel and therefore are not subject to refunds or cancellations.

○ Bronze – 5 Year

Millennia Technologies

Benzie County

Name: _____

Name: _____

Title: _____

Title: _____



Millennia
TECHNOLOGIES

Signature: _____

Date: _____

Signature: _____

Date: _____

Memo To: Benzie County Commissioners
From: Mitchell D. Deisch, County Administrator
Date: November 28, 2016
Subject: Collective Bargaining Agreement COAM Command



On Monday November 21, 2016 collective bargaining mediation was held with the COAM Command union. A Tentative Agreement (TA) was reached with the COAM Command union. A TA was not reached with the POLC union, which is headed toward ACT 312 Binding Arbitration.

The COAM Command union ratified the mediated TA agreement on 11/21/16.

Thus based upon the TA that was reached with the COAM Command union, the County Board of Commissioners is asked to ratify the following two year contract. The primary changes to the contract are as follows:

1. Two year agreement.
2. Effective 10/1/16 2% wage increase. The CBA will maintain a 12.5% wage differential with the POLC union, thus if through Act 312 Binding Arbitration the POLC is awarded more than a 2% wage increase for FY 16/17, this will also impact the COAM Command wages.
3. Effective 10/1/16 COAM Command employees will pay an additional 1% toward MERS for a total of 5%.
4. COAM Command employees will pay an additional 1% toward MERS for a maximum of 6% at the date of the POLC union Act 312 Award or settlement.
5. Incorporate Affordable Care Act language.

Based upon the date of mediation and moving of the BOC meeting from 12/13/16 to 12/6/16, the draft CBA with proposed changes incorporated by Labor Counsel Peter Cohl's office may not be ready incorporated in the 12/6/16 agenda. I will provide copies of the proposed CBA to the BOC as soon as I receive them.

Recommendation – It is the recommendation of the management bargaining team members that the Benzie County Board of Commission ratifies the two year collective bargaining agreement with the COAM Command union as proposed in this memo.

RECEIVED

DEC 01 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Mitch Deisch

From: Troy Lamerson
Sent: Monday, November 28, 2016 10:17 AM
To: Mitch Deisch
Subject: COAM Road patrol

Mitch,

COAM Road Patrol ratified our contact on 11-21-16 as presented by the mediator.

Troy



Troy Lamerson
Detective Sergeant
Benzie County Sheriff's Office
505 South Michigan Ave.
Beulah MI, 49617
(231) 882-7263 office
(231) 882-5814 fax

RECEIVED

DEC 01 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

CORRESPONDENCE

The regular meeting of the Board of County Road Commissioners of Benzie County was called to order by Chairman Rosa at their offices in Honor, Michigan on Thursday, October 13, 2016 at 9:30 AM.

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

The agenda was accepted as presented.

The minutes of the 9/28/16 meeting were accepted as presented.

Motion by Comm Nuske and supported by Comm Mick to pay bills # 43410 to # 43454 or the amount of \$ 220,657.52. and Payroll # 20 for \$ 45,809.63. Ayes: Rosa, Nuske and Mick. Motion carried.

Superintendent's report: Employee safety luncheon was on 9/30. Haze Rd/Red Creek crossing is completed; Millage work is done. We may wedge Indian Hill north of Fowler and patch Reynolds Rd if weather permits; Took care of springs that popped up out of nowhere on Crystal Ave, Highland Dr, Holiday Ct, and Crystal Dr by the marina; Putting in a bit curb on Covey Rd just over the bridge to prevent water run-off into a residence.

Public Input: Ron Evitts - on Reynolds Rd just north of the Woirel Bridge there are a couple of big holes; A couple of areas did not get brined the second time.

Jeannette Feeheley - She will share with us the map of the wilderness areas in the National Park and appreciates that we stood our ground on not closing any roads in the park. She has a problem with getting a state highway permit for a septic in the ROW of M-22 and asked for advice on who to call at MDOT.

Standing Guest: Gary Sauer - Brought the board up to date on issues at the county level.

New Business:

Cat backhoe/loader - We have an opportunity to purchase a Cat backhoe/loader to replace the JCB. We have looked into the Case and Deere equivalents but one is too pricy and one is too light and pricy. Motion by Comm Mick and supported by Comm Nuske to purchase the Cat backhoe/loader for \$70,478.95 with a 5 yr/ 6000hr warranty and guaranteed buy back of \$22,320.00. Ayes: Rosa, Nuske and Mick. Motion carried.

Encroachment Permit for 4336 Crystal Dr - Motion by Comm Nuske and supported by Comm Mick to allow an encroachment in the ROW at 4336 Crystal Dr for a septic field. Ayes: Rosa, Nuske and Mick. Motion carried.

Correspondence/Information/Discussion:

- Communication from Bill Henn - re: Road Comm property off Mollineaux Rd
- Notice of Pearl Lake chemical treatment
- Disposal of truck # 24 Dodge pickup - We'll put it up for sale

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NOV 28 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Page 2, Benzie CRC mtg 10/13/16

- Lincoln Rd research - Staff has researched the Lincoln Rd file and did not find errors in the seasonal road designation or the transfer of property/
- Right of Way clearing project update - Project has started on Cinder Road.
- **Meeting date change** - Motion by Comm Rosa and supported by Comm Nuske to cancel November meetings scheduled for November 10 and 23. There will be only one meeting in November Wednesday, November 16. Ayes: Rosa, Nuske and Mick. Motion carried.

Public Input: None

Meeting was adjourned at 10:35 AM.

Minutes Approved 10/27/16

Robert Rosa, Chairman

Kathleen A, Jordan, Clerk

The regular meeting of the Board of County Road Commissioners of Benzie County was called to order by Chairman Rosa at their offices in Honor, Michigan on Thursday, October 27, 2016 at 9:30 AM.

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

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NOV 28 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

The agenda was accepted as presented.

The minutes of the 10/13/16 meeting were accepted as presented.

Motion by Comm Nuske and supported by Comm Mick to pay bills # 43455 to # 43499 for the amount of \$ 153,304.20. and Payroll # 21 for \$ 47001.42. Ayes: Rosa, Nuske and Mick. Motion carried.

Superintendent's report: Seasonal drivers to start on 11/14/16. We still need one more driver for winter. Crews are fixing up gravel roads. Most of the paving is completed.

Public Input: None.

Standing Guest: Gary Sauer - Brought the board up to date on issues at the county level.

New Business:

Bids- #24 Pickup truck bids were opened. Motion by Comm Nuske and supported by Comm Mick to award the bid to the highest bidder, Scott Fasel for \$506.00. Ayes: Rosa, Nuske and Mick. Motion carried.

John Kivisto - Kivisto Tree Service is the contractor for the 2016 safety project of Right of Way clearing on 25.58 miles of road. Their feller buncher is causing damage to the road. The board would like Kivisto to only move the feller buncher on planks to protect the road surface. We will look into bonding, additional insurance and MDOT requirements.

Kirk Jones - Permit variation on Commercial Driveway permit issued for paving driveway at 841 S. Pioneer Rd (St. Ambrose). The current driveway that has been paved is 18' wide to 66' wide (at the road). They are a small business and paving the driveway was a big expense. He would like a variance on the commercial driveway specifications as many small businesses in the county do not conform to our specifications. The board responded that they need to conform with the specifications by June 1, 2017.

Health Insurance - Motion by Comm Rosa and supported by Comm Nuske to continue to use the hard cap rule for the board's participation in health care costs. Ayes: Rosa, Nuske and Mick. Motion carried.

Seasonal Road request - Request was reviewed from Michael Rutter to extend Burnt Mill Road and additional 300' north of Garvin Lane. Motion by Comm Nuske and supported by Comm Rosa to authorize an estimate for the extension. Ayes: Rosa, Nuske and Mick. Motion carried.

Page 2, Benzie CRC mtg 10/27/16

Correspondence/Information/Discussion:

- Response was sent to Andy Norman re: Lincoln/Harris Rd.
- David Shaefer, Recycling coordinator will attend the next meeting with a proposal for recycling station in the Honor Pit.

Public Input: Ron Evitts - No edge lines on the new wedge on Wallin; Gravel pit driveway needs some work.

Meeting was adjourned at 11:20 AM.

Minutes approved 11/16/16

Robert Rosa, Chairman

Kathleen A, Jordan, Clerk



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

3

November 11, 2016

Lt. Dan Smith
Benzie County
505 South Michigan Ave
Beluah, MI 49617

RE: Grant Funding – Requirements for Reimbursement

Dear Lt. Smith,

I am pleased to inform you that the Risk Avoidance Program (RAP)/Certification and Accreditation Program (CAP) application for your Digital Cameras and Security project was approved. The Membership Committee authorized 50% funding up to a maximum of \$11,138 for your project.

RAP/CAP funds are issued on a reimbursement basis. Payment will be based upon confirmation from Benzie County of their payment of the project in full. The following documents are required for submission to MMRMA in order to process your grant payment:

- ☐ Copies of all invoices associated with the project.
- ☐ Proofs of payment associated with each invoice. Proofs of payment must match invoice amounts. If multiple payments to a vendor are included in one check or other form of payment, a financial breakdown of individual amounts included with the payment must be provided. Invoices stamped "Paid," Purchase Orders, or screen shots of journal entries do not constitute a proof of payment.
- ☐ ***Projects Involving Training*** In addition to invoices and proofs of payment regarding tuition expenses, certificates of completion and test scores (when applicable) must also be submitted.

Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application. If your application submission contained the above referenced documentation, please contact MMRMA.

Payment of RAP/CAP funds is contingent upon Benzie County remaining a member of MMRMA and in compliance with the Joint Powers Agreement. Your approved grant reimbursement is valid for six months from the date of this letter. **GRANT EXPIRATION: 05/31/2017.**

Sincerely,


Cara Kowal, ARM, CPCU
Manager of Risk Management Services

CK/sp

cc: Dawn Olney
MMRMA Risk Manager

RECEIVED

NOV 17 2016

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



4

MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

November 11, 2016

Frank Post
Benzie County
505 South Michigan Ave
Beluah, MI 49617

RE: Grant Funding – Requirements for Reimbursement

Dear Mr. Post,

I am pleased to inform you that the Risk Avoidance Program (RAP)/Certification and Accreditation Program (CAP) application for your Nova RACC Vest project was approved. The Membership Committee authorized 50% funding up to a maximum of \$725 for your project.


RAP/CAP funds are issued on a reimbursement basis. Payment will be based upon confirmation from Benzie County of their payment of the project in full. The following documents are required for submission to MMRMA in order to process your grant payment:

- ☐ Copies of all invoices associated with the project.
- ☐ Proofs of payment associated with each invoice. Proofs of payment must match invoice amounts. If multiple payments to a vendor are included in one check or other form of payment, a financial breakdown of individual amounts included with the payment must be provided. Invoices stamped "Paid," Purchase Orders, or screen shots of journal entries do not constitute a proof of payment.
- ☐ ***Projects Involving Training*** In addition to invoices and proofs of payment regarding tuition expenses, certificates of completion and test scores (when applicable) must also be submitted.

Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application. If your application submission contained the above referenced documentation, please contact MMRMA.

Payment of RAP/CAP funds is contingent upon Benzie County remaining a member of MMRMA and in compliance with the Joint Powers Agreement. Your approved grant reimbursement is valid for six months from the date of this letter. **GRANT EXPIRATION: 05/31/2017.**

Sincerely,


Cara Kowal, ARM, CPCU
Manager of Risk Management Services

CK/sp

cc: Dawn Olney
MMRMA Risk Manager

RECEIVED

NOV 17 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

5

**BENZIE-LEELANAU DISTRICT HEALTH DEPARTMENT
BOARD OF HEALTH MEETING**

November 17, 2016
4:00 p.m.

Tentative minutes to be acted upon at the January 27, 2017 meeting.
Meeting called to order at 4:01 p.m. by Chair Roger Griner

Pledge of Allegiance

Roll Call:

Roger Griner, Chairperson, Benzie County Board of Commissioners - present
Melinda Lautner, Leelanau Board of Commissioners - present
Carolyn Rentenbach, Leelanau County Board of Commissioners - present
Dr. George Ryckman, Benzie County Member at Large - present
Gary Sauer, Benzie County Board of Commissioners - present

A Quorum Was Present

Excused:

Marge McCulloch, Leelanau County Member at Large

Administration Present:

Lisa Peacock, Health Officer
Dodie Putney, Director of Administrative Services
Tom Fountain, Environmental Health Director
Michelle Klein, Personal Health Director
Dr. Joshua Meyerson, Medical Director

Approval of Minutes:

Motion: by Rentenbach, seconded by Sauer to approve the minutes of the
September 22, 2016 meeting as presented.

Voice vote: 5 yeas

Excused: Marge McCulloch **Motion carried**

Approval of the Agenda:

Motion: by Sauer, seconded by Lautner to approve the agenda as amended.

Voice vote: 5 yeas

Excused: Marge McCulloch **Motion carried**

Public Comment:

None present

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NOV 28 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

1. Presentation of Community Health Assessment Data Site - Michelle Klein

The multi-county health assessment was completed last summer. Munson Health Care has a dash board available on their website,

<http://www.munsonhealthcare.org/CHNA-Community-Dashboard>

The dashboard offers graphs, charts and comparisons to other Munson service county areas, the State of Michigan and national data.

2. Health Officer Update - Lisa Peacock

- 1. Regional NMPHEP and AIM awards:** The Northern Michigan Vaccine Preventable Disease Task Force was selected to receive the Alliance for Immunization in Michigan (AIM) Outstanding Achievement Award. The task force is a collaborative project led by Munson Community Health and includes our health department along with many other partners including schools and medical providers. They work together to protect Northern Michigan residents from vaccine preventable diseases. Dr. Meyerson and Michelle may further describe the work that led to this award.

The Northern Michigan Regional Public Health Emergency Preparedness Team (NMPHEP) was also selected as the recipient of the Michigan Department of Health and Human Services (MDHHS) Directors Award which is given in recognition of work that is both innovative and excellent in the field of public health. The work of this collaborative group was recently tested through our response to the frozen strawberry recall. Once our individual health departments were notified of the food facilities in our region who had received the identified product we were able to quickly implement our incident command structure and respond in a coordinated, efficient and consistent way to interview the food facilities, coordinate messaging to the public as well as medical providers, establish a hotline for public inquiries and arrange for post-exposure prophylaxis for those who were eligible. Dr. Meyerson and Michelle may further describe the current response.

- 2. State Innovation Model (SIM):** To date the Northern Michigan Community Health Innovation Region (NMCHIR) has formed a steering committee that meets monthly as well as an Executive Committee which is able to spend more time processing deliverable documents and make recommendations to the full committee. A tool kit has been developed for steering committee members, which includes informational materials such as talking points, a PowerPoint, and a 2 page summary handout. The steering committee has completed a visioning session with Jane Sundmacher as well as completed a Charter and Memorandum of Understanding to further define the role of committee members. Two main workgroups are forming to accomplish the year one goals of the project: one surrounding Community Health Needs Assessment and Improvement Planning, and the other surrounding the Clinical-Community Linkages model which will connect individuals with high

risk health related social needs to appropriate care and resources. The high priority target populations are adults with chronic diseases, high utilizers of the Emergency Department, as well as moms and babies.

Griner talked about veterans in need in Benzie County. The suicide rate is high. In Benzie County the vet to population ratio is 10%. Griner suggested that we implement an outreach for example; a presentation to VFW and other organizations, informing vets about help available at the Benzie County Resource Center.

- 3. Health Department of Northwest Michigan (HDNWM) update:** My position at HDNWM will shift from Deputy Health Officer to Health Officer when Linda Yaroach retires as of February 1, 2017. Linda will stay on as the Executive Director of the Northern Michigan Community Health Innovation Region and so will continue to contribute her many years of expertise in public health to the region. Again, my responsibilities at BLDHD will remain the same and I look forward to even greater alignment in leadership between both agencies as we continue this shared arrangement. I have begun transitioning my responsibilities as a supervisor at HDNW and this will continue as we identify the new Deputy Health Officer there.
- 4. Benzie Resource Center:** Construction in the lower level is complete except for some finishing touches on the restrooms. The EH and Admin staff are moved in and functioning in their new space. Lower level meeting rooms became available for groups this afternoon. The renovation of the upper level dental and clinical areas are well underway. Dental services are continuing throughout but have shifted to the upper level conference room. We continue to have weekly conference calls with the builder which serves as a progress update as well as an opportunity to ask questions. The integration team is also working hard on clinic flow improvements that reduce congestion at the front desk. The project is on track to be finished by the end of the year.
- 5. Strategic Planning:** We will update our strategic plan with a facilitated session at our staff meeting on December 9. Through the Northern Michigan Public Health Alliance, we have engaged Emily Llore, Grand Traverse Area Regional Oral Health Coordinator, who is trained in the Technology of Participation process to facilitate the session. This process will further develop the 3 year plan that was established in December of 2012.

3. Personnel and Finance Committee Report-Personnel and Finance Committee
A. Accounts Payable - Action

Motion: by Sauer, seconded by Lautner to pay the bills in the amount of \$302,263.88.

Roll Call vote: yeas - Ryckman, Sauer, Rentenbach, Lautner, Griner

Excused: Marge McCulloch **Motion carried**

B. Amend 2016-17 State License Food Service Fees - Action

Motion: by Sauer, seconded by Rentenbach to amend the food service license fees effective immediately.

Roll Call vote: yeas - Sauer, Lautner, Ryckman, Rentenbach, Griner

Excused: Marge McCulloch **Motion carried**

C. Promotion of Autumn Jurek to County Coordinator - Action

Motion: by Rentenbach, seconded by Lautner to move Autumn Jurek from a PHN2 level to the level of County Coordinator.

Roll Call vote: yeas - Lautner, Ryckman, Rentenbach, Sauer, Griner

Excused: Marge McCulloch **Motion carried**

D. Closure of the Health Dept for Staff Meeting Dec. 9, 2016.

Motion: by Sauer, seconded by Lautner to allow the Health Department to close to the public for a staff meeting December 9, 2016.

Voice vote: 5 yeas Excused: Marge McCulloch **Motion carried**

4. Staff Reports

A. Administrative- Dodie Putney

- Audit scheduled for the end of December
- Charter / Spectrum contract for phones- switching soon
- New computer server to the Health Department soon up and running
- Building remodel is going good
- Credit card machine update - new card readers are ordered

B. Environmental Health Director –Tom Fountain

Fountain reported the non-compliant failed sewage disposal system in Omena has been repaired and the property is now up to standards.

The Environmental Health division wrapped up the Cycle Six Accreditation two weeks ago with a visit from the MDEQ water unit. With the exception of one minor correction the Division received all 'METS' in the various indicators for food service, water supply and the sewage disposal

programs. Ironically, a recent audit of the MDEQ septage program in Lansing identified serious deficiencies within their department's programs.

Griner shared a nice compliment he received regarding one of our sanitarians.

C. Personal Health – Michelle Klein

- Netsmart conference update
- Emergency preparedness - drive-in flu clinic in Leelanau
- Tested a school day vaccine clinic in Glen Lake and Benzie Central
- Strawberry - Hep A - recall coordinated response

D. Medical Director – Dr. Joshua Meyerson

- Great America Smoke Out / tobacco use / cancer statics
- House State Bill would allow County Medical Directors to provide a standing order to pharmacies for anyone to purchase Narcan - a drug that will reverse an opioid overdose.

Discussion followed.

Public Comment:

None Present

Board Comments:

Griner shared a letter from a Frankfort School elementary child to a veteran thanking him for their service.

Lautner asked if a link to Munson's Dashboard was available on the Health Department website. The link is available on the BLDHD website under 'Data'.

Adjournment

Motion: by Sauer, to adjourn the meeting. Chair adjourned the meeting at 5:37 p.m.

Roger Griner, Chair

Kristine Malkowski, Recording Secretary

6

**BENZIE COUNTY
PARKS AND RECREATION COMMISSION**

Cathy Demitroff - CHAIR	Barb Skurdall
Sean Duperron - VICE CHAIR	Christy Andersen
Frank Walterhouse - SECRETARY	Ann Bourne
Marjorie Pearsall-Groenwald	Tad Peacock
Walter Roch Von Rochsburg	Ted Mick

**Regular Meeting
September 26, 2016
Benzie County Government Center**

Chair, Demitroff called the meeting of Parks and Recreation Commission to order at 5:01 p.m.

Present: Cathy Demitroff, Sean Duperron, Frank Walterhouse, Marjorie Pearsall-Groenwald, Walter Roch Von Rochsburg, Barb Skurdall, Christy Andersen, Ann Bourne, Tad Peacock,

Absent: Ted Mick

Others Present: Patt, Recording Secretary

Visitors: Barb Ikens, Jim Radabaugh, Roger Dewey, Pierre Zetterberg, Alan Zetterberg, Del Zetterberg, Shaun Howard, Kaldis Grants

Motion by Bourne, seconded by Pearsall-Groenwald to approve the agenda as presented. All Aye. Motion Carried.

Motion by Roch Von Rochsburg, seconded by Walterhouse to approve the minutes of the August 22, 2016 Regular Meeting with the correction Homestead Township instead of Honor as the oversight group for the Platte River Preserve that is being reviewed. All Aye. Motion Carried.

Public Input: None

Guests: None

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NOV 07 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Committee Reports:

Railroad Point: Walterhouse reported tree experts will be following up on the request to remove trees from the property. Bourne added, final paperwork has been completed. They are moving forward with bids and plans to raze the existing building in addition to putting up new signage to indicate conversion to Benzie County P & R.

Point Betsie Light House: Roch Von Rochsburg reported on two proposed modifications to Plan #7 (considered a road improvement project) – designation of ADA compliant drop off zone and extension of sidewalk along the south edge of the improvement. Benzie County Road Commission will coordinate the engineering and manage the implementation of the road improvement project. Friends of Point Betsie and Benzie P & R will work together in seeking funds/grants, design guidelines/objectives and construction of the improvement. Benzie P & R will continue to review the Point Betsie property and develop improvements based on community needs and property maintenance.

Pearsall-Groenwald expressed concern that all of Pt. Betsie needs to be ADA compliant.

Motion by Roch Von Rochsburg, seconded by Pearsall-Groenwald to move forward with the Plan #7 road improvement concept with the addition of designating an ADA compliant drop off zone and extension of the sidewalk along the south edge of the improvement. All Aye. Motion Carried.

Trail Report: Duperron reported meeting with Benzie Snowbirds to further coordinate efforts to work on trail issues. DOT has opened corridor from Thompsonville to Mesick and it is expected to be available to sled riders this winter season. Met with Inland Township re: possible plans for single track motorcycle trail. They expressed concern for law enforcement. He will continue to meet with other townships about single track motorcycle trails.

Betsie Valley Trail Management Council: Walterhouse reported approval to pursue grant funding for 2017 operational costs. Grant needs to be submitted by October 1st.

Recreational Facilities & Access: Bourne reported they are pursuing grant funding to pay for a survey to collect public input on the Betsie River Trails. The survey will be in addition to public meetings. Tim Ervin will be working with the Committee and the Conservancy on the acquisition of property on the Platte River. It is likely this will be deemed a Preserve rather than a Park. Sean will be attending meetings for this project on behalf of Benzie P & R Commission. Tad shared he will be working with the Conservancy on this project. Marjorie expressed concern about making the River Trails ADA compliant. Bourne and Demitroff confirmed that this is a top priority and being worked on by P & R.

Zada Price Property: Peacock reported that site is being used. He expressed a concern that adjoining property owner has a dock that veers over into park property. After discussion, the Commission agreed there may be possible issues. Tad will look into and follow up on this. Motion by Peacock, seconded by Andersen to approve funding for two picnic tables and kiosk not to exceed \$1,200. Motion carried by unanimous Roll Call Vote.

Recreational Programs: Skurdall said the Beulah Tennis and Pickle Ball Courts are getting a lot of use. She will be talking to the Village about power washing and resurfacing the courts. Barb will be looking into grant funding to help restore the Benzonia Tennis Courts. She announced that the track at Benzie high school will be completed this Fall and Betsy Valley School is looking at using the school for Community Activities. Also, there may be a need for someone to oversee the Benzonia ice rink this winter as Dennis Pace is dealing with cancer. She will follow up on this.

Pearsall-Groenwald asked about Bellows Park and who is responsible for that Park. Bourne stated that it is the responsibility of Frankfort.

Old Business: None

Public Input: Zetterberg family expressed their concerns about keeping Pt. Betsie as natural as possible as the road improvements are made and to keep in mind that the access road to their cottage needs to not be blocked by visitors and/or the road improvements. They also pointed out that the small size of the beach cannot accommodate large numbers of visitors.

Correspondence: Magazine - P & R Business

New Business:

Motion by Pearsall-Groenwald and seconded by Bourne to Adjourn.
Chair, Demitroff declared the meeting adjourned at 5:59 p.m.

The next meeting is scheduled for Monday, October 24, 2016, at 5:00 p.m.

Minutes were respectfully submitted by Patt Hudson, Recording Secretary

Frank Walterhouse Frank Walterhouse, Secretary

OK 9/26/16

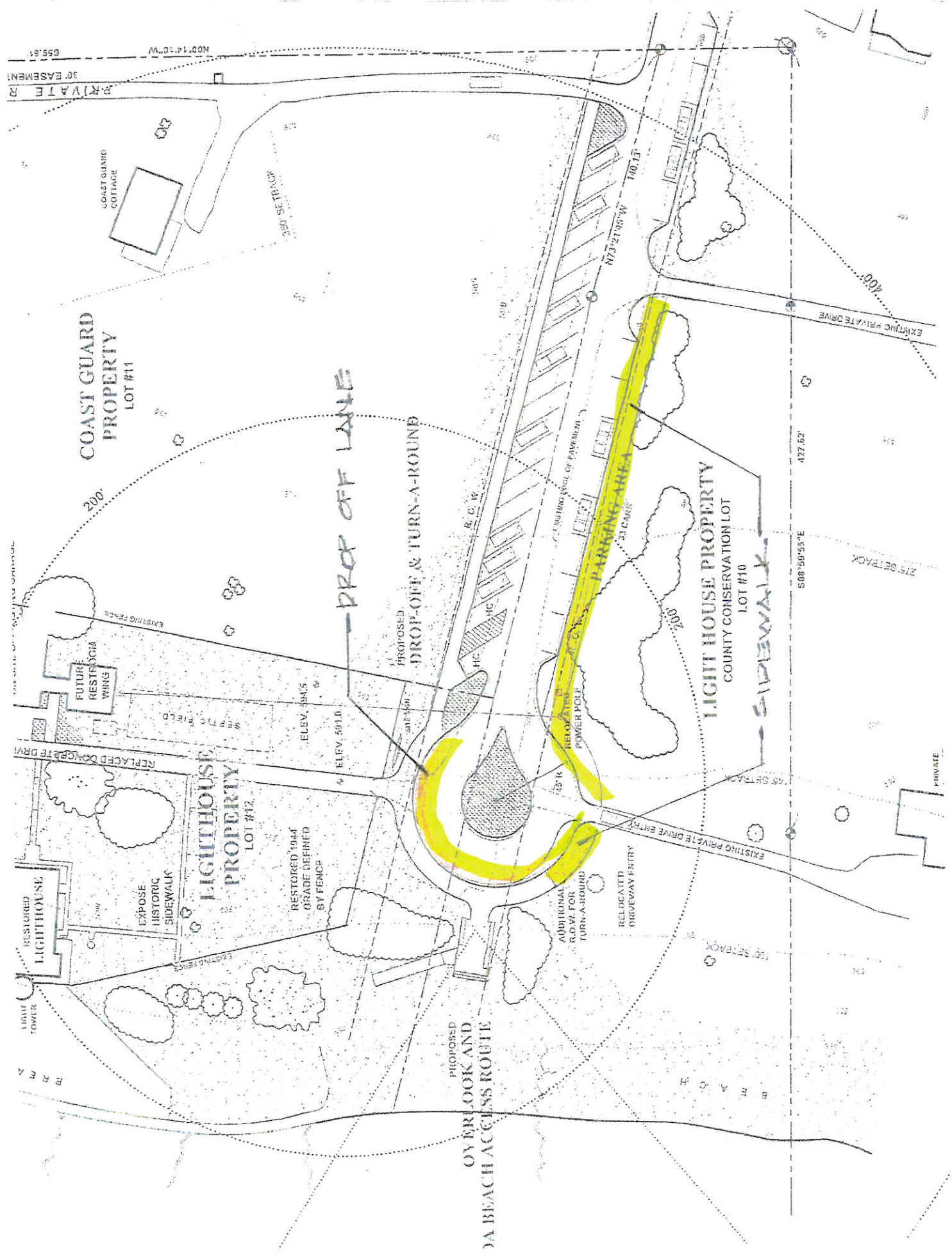
BACKGROUND Benzie County Park and Recreation Commission

Discussions with Park and Recreation Commission members, Friends of Point Betsie and the Benzie County Road Commission manager have pointed areas of concern and a number of items related to the property. Some could be considered for inclusion in the program; however, since this concept has been previously accepted by SHIPO, we believe resubmission of the same would result in a faster review process. We are recommending two modifications – 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 Benzie County Road Commission (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 Benzie County Park and Recreation Commission and its committee will continue to review the Point Betsie property, developing improvements based on community needs and property maintenance.

MOTION

In concert with the Friends of Point Betsie and Benzie County Road Commission, the Benzie County Park and Recreation Commission supports moving forward with the concept #7 Point Betsie Lighthouse road improvement in accordance with BCRC standards, and with the added provisions – designating a drop off zone (ADA compliant) along the cul de sac and extending the sidewalk along the south edge of the improvement.



COAST GUARD
PROPERTY
LOT #11

LIGHTHOUSE
PROPERTY
LOT #12

LIGHT HOUSE PROPERTY
COUNTY CONSERVATION LOT
LOT #10

DROP OFF LANE

PROPOSED
DROP-OFF & TURN-A-ROUND

PARKING AREA
21 CARS

SIDEWALK

PROPOSED
OVERLOOK AND
DA BEACH ACCESS ROUTE

RESTORED 1944
GRADE DEFINED
BY FENCE

ADDITIONAL
R.O.W. FOR
TURN-A-ROUND

RELOCATED
DRIVEWAY ENTRY

EXPOSE
HISTORIC
SIDEWALK

FUTURE
RESTROOM
WING

COAST GUARD
COTTAGE

PRIVATE

LITTLE PLATTE LAKE ELEVATION

(1)

LEGAL LEVEL 586.7

B.M. L IRON NE ABUTMENT ELEV. 589.44

NAME	DATE	DISTANCE TO WATER	ELEVATION	HIGH + LOW -	COMMENT
CD	8-3-16	2.55	586.89	+ .19	
CD	8-11-16	2.58	586.86	+ .16	
CD	8-18-16	2.52	586.92	+ .22	
CD	8-22-16	-	-	-	pull one board
CD	8-25-16	2.45	586.99	+ .29	
CD	9-1-16	2.5	586.94	+ .24	
CD	9-8-16	2.5	586.94	+ .24	
CD	9-14-16	-	-	-	pull one board
CD	9-15-16	2.65	586.79	+ .09	
CD	9-22-16	2.8	586.64	- .06	
CD	9-29-16	2.82	586.62	- .08	
CD	10-2-16	-	-	-	put board in (1)
CD	10-6-16	2.78	586.66	- .04	
CD	10-13-16	2.65	586.79	+ .09	
CD	10-19-16	-	-	-	pull 2 boards
CD	10-20-16	2.82	586.62	- .08	
CD	10-27-16	2.96	586.48	- .22	
CD	11-3-16	3.1	586.34	- .36	
CD	11-10-16	3.21	586.23	- .47	
CD	11-17-16	3.37	586.07	- .63	
CD	11-25-16	3.26	586.18	- .52	

RECEIVED

DEC 01 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

8

600.25

ELEV. 601.87

DAWN OLIVEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

LAW OFFICES
OF
RICHARD J. FIGURA, P.C.

RICHARD J. FIGURA, J.D.

TIMOTHY J. FIGURA, J.D.
also admitted in Pennsylvania

EMPIRE COMMERCE CENTER
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PO BOX 447
EMPIRE, MICHIGAN 49630

TELEPHONE: (231) 326-2072 FACSIMILE: (231) 326-2074

Of Counsel to:
SIMEN, FIGURA & PARKER, P.L.C.
FLINT, MICHIGAN

10:00

MEMORANDUM

DATE: December 1, 2016
TO: Mitch Deisch, County Administrator
CC: Dawn Olney, County Clerk
FROM: Richard J. Figura, Esq.
RE: Request for waiver of FOIA Fee by Taxpayers for the Maples

I spoke with Lisa Vogler yesterday afternoon. Her issue is that the Board of Commissioners never ruled on her request to waive the FOIA fees. The Board of Commissioners considered that request at its October 25th meeting. Roger Griner made a motion to waive the fees, but it died for lack of a second. To me, that constitutes a denial. To Lisa it does not.

The County's official policy posted on its website states that, when an appeal is made to the Board of Commissioners, the Board will, within 10 business days, "respond in writing by:

- reversing the disclosure denial
- upholding the disclosure denial
- reverse the disclosure denial in part and uphold the denial in part
- under unusual circumstances, issue a notice extending its response time by 10 days

The policy goes on to state that if the Board of Commissioners "fails to respond to a written appeal," the requesting person "may seek judicial review" by commencing a civil action in the 19th Circuit Court.

While the Board of Commissioners did not waive the fee, it did not specifically deny the request either. In any event, I as far as I know, the Board of Commissioners did not provide the Taxpayers for The Maples with a written response to the fee waiver request.

Assuming there was no written response from the BOC to the Taxpayers group, I suggest that the Board of Commissioners reconsider the waiver requested at its next meeting on December 6, 2016. At that time the Board of Commissioners can either grant the waiver request or deny it. A resolution for each option has been prepared and is provided herewith.

RECEIVED

DEC 01 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

BENZIE COUNTY BOARD OF COMMISSIONERS

RESOLUTION # _____

Resolution Denying Request by the Taxpayers for The Maples to Waive FOIA Fees

December 6, 2016

WHEREAS, The Taxpayers for the Maples has asked the Benzie County Board of Commissioners that the FOIA fee for documents received by them be waived; and

WHEREAS, The Benzie County Board of Commissioners believes that, while the documents provided to The Taxpayers for The Maples are in the public interest, it is not in the public interest that such fees be waived in this instance; and

NOW THEREFORE BE IT RESOLVED that the request to waive the outstanding FOIA fees in the amount of \$587.52 be denied because the Board does not believe that such waiver is in the public interest.

At a regular meeting of the Benzie County Board of Commissioners held on December 6, 2016, the foregoing resolution was moved by _____ and supported by

_____.

Voting for:

Voting against:

I declare the resolution adopted.

Roger Griner, Chairperson

BENZIE COUNTY BOARD OF COMMISSIONERS

RESOLUTION # _____

Resolution Approving Request by the Taxpayers for The Maples to Waive FOIA Fees

December 6, 2016

WHEREAS, The Taxpayers for the Maples has asked the Benzie County Board of Commissioners that the FOIA fee for documents received by them be waived; and

WHEREAS, The Benzie County Board of Commissioners believes that it is in the public interest that such fees be waived; and

NOW THEREFORE BE IT RESOLVED that the request to waive the outstanding FOIA fees in the amount of \$587.52 be granted because the Board believes that such waiver is in the public interest.

At a regular meeting of the Benzie County Board of Commissioners held on December 6, 2016, the foregoing resolution was moved by _____ and supported by _____.

Voting for:

Voting against:

I declare the resolution adopted.

Roger Griner, Chairperson

10:15

Dawn Olney

From: Mitch Deisch
Sent: Wednesday, November 30, 2016 11:14 AM
To: Dawn Olney
Cc: lisatuckerbenzie1@gmail.com; batesbenziedist2@gmail.com; Evan Warsecke; Coury Carland; frankwalterhouse@yahoo.com; garysauer53@yahoo.com; Art Jeannot; Bob Roelofs
Subject: Closed Session

Dawn,

Under the Open Meeting Act Section 15.268 Sec. 8 (a) I am requesting that my annual personnel evaluation be conducted in Closed Session at the Tuesday December 6, 2016 Benzie County Board of Commission meeting.

I will be preparing a separate memo that will be sent directly to the Commissioners and discussed in the Closed Session.

Thank you.

Mitchell D. Deisch
Benzie County Administrator
448 Court Place
Beulah, MI 49617
231-882-0558