

BENZIE COUNTY BOARD OF COMMISSIONERS

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

MEETING AGENDA

July 26, 2016

Village of Thompsonville, 14714 Lincoln Avenue, Thompsonville, Michigan

6:00 p.m. CALL TO ORDER
 ROLL CALL
 INVOCATION AND PLEDGE OF ALLEGIANCE
 APPROVAL OF AGENDA
 APPROVAL OF MINUTES – 7/12/2016 (open & closed)
 PUBLIC INPUT
 ELECTED OFFICIALS & DEPT HEAD COMMENTS
 COMMISSIONER REPORTS
 COUNTY ADMINISTRATOR'S REPORT
 FINANCE – Approval of Bills; Consent Calendar
 HR and PERSONNEL
 COMMITTEE APPOINTMENTS
 ACTION ITEMS – 911 Resolution; Fisk Housing Agreement; Deficit Elimination
 Plan; AT&T Centrex Agreement
 PRESENTATION OF CORRESPONDENCE
 NEW BUSINESS

7:00
7:15
7:30

 PUBLIC COMMENT

8:00 p.m. 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

July 12, 2016

The Benzie County Board of Commissioners met in a regular meeting on Tuesday, July 12, 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 Carland, Griner, Sauer, Walterhouse and Warsecke

Absent: Commissioner Tucker

Excused: Commissioner Bates

A moment of silence for those lost with all of the violence that has been going on here in Michigan and elsewhere.

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

Agenda:

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

Minutes:

Motion by Walterhouse, seconded by Sauer, to approve the regular session minutes of June 28, 2016 as corrected on page 2. Ayes: Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Bates Abs: Tucker Motion carried.

Motion by Sauer, seconded by Warsecke, to approve the closed session minutes of June 28, 2016 as presented. Ayes: Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Bates Abs: Tucker Motion carried.

9:05 a.m. Comm. Tucker arrives

9:05 a.m. Public Input

Eric VanDussen, Benzonia, commented regarding the injunction issued by Judge Thompson regarding the OMA violations; also his FOIA that is the subject of his lawsuit.

9:08 a.m. Public Input Closed

ELECTED OFFICIALS & DEPT HEAD COMMENTS:

Craig Johnson, EMS Director, stated that they had an active July 4th weekend; they are about 190 runs over last year for the first six months and are 20 runs over last year for the month of July; staffing wise they are doing well – Almira and Thompsonville are having some issues; they delivered a baby on July 4 in Frankfort – everything went well and mom and baby are doing well.

Bert Gale, Building Director, provided the 2nd quarterly report for the Building Code and Safety Enforcement Department; they just went through a 5-year DEQ audit for soil erosion – Bert just received the report and has not had time to read it yet, so cannot report on it.

David Schaffer, Recycling Coordinator, reported that the June 25 Household Hazardous Waste collection in Frankfort had 291 people served and almost 1600 tires were collected; he also presented

COMMISSIONERS

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July 12, 2016

the coordinator's report for July 2016; a new pick-up truck was purchased and received it on Friday, 2016 Ford and is made from recycled materials; David has listed the current Dodge truck on Craig's List and the Michigan Municipal web site. Two more tire collections have been scheduled – July 16 at the Road Commission and August 20 in Thompsonville – please call and make reservations ahead of time.

Frank Post, Emergency Management, reported that he has been accepted into the Emergency Management Advanced Academy with him being gone from the office November 14 – 18, 2016; January 30 – February 3, 2017; May 8 – 12, 2017 and August 21 – 25, 2017 and will make arrangements in case of a serious event while he is gone. He also provided the June 2016 monthly report of activities; he requested approval of the 2015-16 Emergency Management Grant Program as presented.

Motion by Walterhouse, seconded by Carland, to approve the 2015 EMPG application in the amount of \$19,194.00 and authorize the Chair and Emergency Management Coordinator to sign on behalf of the county. Roll call. Ayes: Carland, Griner, Sauer, Tucker, Walterhouse and Warsecke. Nays: None. Exc: Bates. Motion carried.

Animal Control June 2016 report received.

COMMISSIONER REPORTS

Comm Carland stated that he had a good 4th of July; he is now the outgoing Lions President after two as their president; they served 600 half chickens over the weekend; attended the Village of Beulah meeting last week; attended the Village of Benzonia meeting last night – things are quiet; will have Planning Commission and Airport Authority on Thursday and EDC on Friday.

Comm Tucker stated that she has been out and about and attending several events including the Lake Ann Homecoming – huge success; Village of Lake Ann's finishing their waterscapes and projects in the park.

Comm Walterhouse reported that last Tuesday on July 5 at the Homestead Township meeting there were a lot of people in attendance regarding rockets, which were homemade bombs being set off.

Comm Sauer reported that he has attended the Blaine and Joyfield Township meetings together with the Village of Thompsonville; Munson has purchased West Shore so there is discussion on ambulance services; Blaine Township annual picnic will be held August 14 and they will dedicate it to Rick Pringle who passed away this past year.

Comm Warsecke stated that he was extremely busy last week with the Cherry Festival; Inland Township met last night and they are working on the electrical that will go to the new sign and they will have lighting added to the flag at the same time; Wednesday he will attend Colfax Township and Thursday Planning Commission.

Comm Griner reported that Frankfort is very busy; he did attend the inspection at the Maples with Ed Hale, State Inspector – he went to the attic for inspection and was there for about an hour; there is no official report and his inspection went well; but we have no report yet; Ed Hale feels we are in good shape.

COMMISSIONERS

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July 12, 2016

COUNTY ADMINISTRATOR'S REPORT – Mitch Deisch

- We will be going into closed session today regarding union negotiation strategy.
- We will hold the second finance meeting today regarding the budget.
- Talks are continuing with Dr. Goslinoski regarding the Medical Examiner position and Wendy Trute with Grand Traverse Regional Health Dept; will hold a meeting with Grand Traverse, Leelanau, Benzie and Manistee.

FINANCE

Bills: Motion by Carland, seconded by Warsecke, to approve payment of the bills from June 28, 2016 to July 12, 2016 in the amount of \$290,355.81, as presented. Roll call. Ayes: Carland, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Exc: Bates Motion carried.

Michelle Thompson, County Treasurer, reminds every one of the excess land sale on August 18 at 12:00 noon at the Little River Casino – 7 parcels will be up for sale.

HR AND PERSONNEL

Minutes of June 28, 2016 received with no consent calendar to act on.

COMMITTEE APPOINTMENTS – None

ACTION ITEMS

44 North Agreements – Motion by Walterhouse, seconded by Sauer, to adopt the Section 125 Cafeteria Plan Amendment Employer “Opt-Out” or “Cash in Lieu of” Payments as presented, authorizing the chairman to sign. Roll call. Ayes: Carland, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Exc: Bates Motion carried.

Motion by Walterhouse, seconded by Warsecke, to adopt Section 125 Cafeteria Plan Amendment Allowing Additional Election Changes Pursuant to IRS Notice 2014-55 as presented, authorizing the chairman to sign. Roll call. Ayes: Carland, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Exc: Bates Motion carried.

Motion by Walterhouse, seconded by Sauer, to adopt Section 125 Cafeteria Plan Plan Document Amended October 1, 2015 as presented, authorizing the chairman to sign. Roll call. Ayes: Carland, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Exc: Bates Motion carried.

Fisk Housing Request: Motion by Tucker, seconded by Walterhouse, to authorize Mr. Figura to draft an extension agreement for Carol Fisk, to include a statement regarding payment of legal fees, default, pay back, sale of the home, keep home for sale if is not her primary residence with final approval of the agreement to this board. Roll call. Ayes: Carland, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Exc: Bates Motion carried.

10:00 a.m. Bill Kennis, Benzie Bus Annual Report

Fall of 2015 the voters renewed an extension of the millage for 5 years; celebrating 10th anniversary in January 2017; he gave a power point presentation to the board and visitors present.

COMMISSIONERS

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July 12, 2016

CORRESPONDENCE

- Bay County resolution regarding Natural Resources and Environmental Protection Act received.
- Benzie County Road Commission minutes of June 9, 2016 received.

10:22 a.m. Break

10:31 a.m. Reconvene

Motion by Sauer, seconded by Warsecke, to go into closed session to discuss union negotiations in accordance with the Open Meetings Act 267 of 1976, Section 15.268(c), with Peter Cohl, Labor Counsel. Roll call. Ayes: Carland, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Exc: Bates Motion carried.

11:56 a.m. Re-enter Open Session

Commissioners Tucker and Griner were excused during closed session.

Motion by Sauer, seconded by Carland, to authorize the County Administrator and Labor Counsel to proceed with union negotiations. Roll call. Ayes: Carland, Sauer, Walterhouse and Warsecke Nays: None Exc: Bates, Griner and Tucker Motion carried.

Comm Warsecke inquired of Mr. Cohl regarding his being a part of POAM at his other job and represented by the same person that represents the employees here, don't want to do or say anything wrong; Mr. Cohl stated that there is no legal prohibition, you just cannot talk about anything discussed in closed session with the POAM. You recognize the two roles, just use your discretion with regard to conversation; Mitch will contract Mr. Kuhn to obtain the status of the COAM contract which was sent to Mr. Kuhn on May 27, 2016 and determine the status of same.

NEW BUSINESS – None

11:58 a.m. Public Input – None

Motion by Sauer, seconded by Warsecke, to adjourn until the July 26, 2016 Regular meeting at the Village of Thompsonville, or the call of the chair. Ayes: Carland, Sauer, Walterhouse and Warsecke Nays: None Exc: Bates, Griner and Tucker Nays: None Motion carried

Roger L. Griner – Chair

Dawn Olney, Benzie County Clerk

INDEX

1. Approved the corrected agenda as presented.
2. Approved the regular session minutes of June 28, 2016 as corrected on page 2.
3. Approved the closed session minutes of June 28, 2016 as presented.

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July 12, 2016

4. Approved the 2015 EMPG application in the amount of \$19,194.00 and authorized the Chair and Emergency Management Coordinator to sign on behalf of the county.
5. Approved payment of the bills from June 28 to July 12, 2016 in the amount of \$290,355.81.
6. Adopted the Section 125 Cafeteria Plan Amendment Employer "Opt-Out" or "Cash in Lieu of" Payments as presented, authorizing the chairman to sign.
7. Adopted Section 125 Cafeteria Plan Amendment Allowing Additional Election Changes Pursuant to IRS Notice 2014-55 as presented, authorizing the chairman to sign.
8. Adopted Section 125 Cafeteria Plan Plan Document Amended October 1, 2015 as presented, authorizing the chairman to sign.
9. Authorized Mr. Figura to draft an extension agreement for Carol Fisk, to include a statement regarding payment of legal fees, default, pay back, sale of the home, keep home for sale if is not her primary residence with final approval of the agreement to this board.
10. Bill Kennis, Benzie Bus, presented the Annual Report.
11. Entered closed session to discuss union negotiations in accordance with the Open Meetings Act 267 of 1976, Section 15.268(c), with Peter Cohl, Labor Counsel.
12. Authorized the County Administrator and Labor Counsel to proceed with union negotiations.

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

Destroy Date: _____

July 12, 2016
Closed Session
Union Negotiation Strategy
with Peter Cohl

Elected Officials and Department Head Comments

BENZIE COUNTY COUNCIL ON AGING, INC.
BOARD OF DIRECTORS MEETING
JULY 20, 2016
THE GATHERING PLACE SENIOR CENTER, HONOR
4:30 p.m. – 6:00 p.m.

Please turn off your cell phones and any other electronic devices

Call to Order
Prayer of Invocation
Pledge of Allegiance
Roll Call

Approval of Agenda

Approval of Minutes of Previous Meeting - 6/15/2016

Finance Committee Report - Approval of Financial Statements for June 2016

Suggestion Box Contents

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

Information Items

- A. Meet New Employee Wanda Smigiel
- B. Directors Report – June 2016/July 2016
- C. Program/Services Report – June 2016
- D. Senior Center Update – June 2016/July 2016
- E. Board of Commissioners Update

Action Items

- A. Vision Statement Vote

New Business

- A.

Old Business

- A. Review BCCOA's Participation and the Beulah Art Fair
- B. Fund Development Committee Update
- C. Merger Update
- D. Local Motion Event – August 6th
- E. Benzie County Showcase

Public Comment

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

Board Round Table Discussion/Evaluation of Meeting

- A.

Adjourn

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

NEXT MEETING
Wednesday, August 17, 2016 at 4:30 p.m.
The Gathering Place Senior Center
Honor, MI 49640

RECEIVED

JUL 20 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

BENZIE COUNTY COUNCIL ON AGING, INC.
BOARD OF DIRECTORS MEETING
JUNE 15, 2016
THE GATHERING PLACE SENIOR CENTER, HONOR
4:30 p.m. – 6:00 p.m.

Please turn off your cell phones and any other electronic devices

Call to Order Beverly Holbrook called meeting to order

Prayer of Invocation Bob McQuilken offered prayer

Pledge of Allegiance

Roll Call: Board Members: Beverly Holbrook, Ann Dawe, Bob McQuilken, Denise Favreau, Ron Dykstra, Niel Haugen, Donna Malecki, Sylvia Bennett. **Excused board members:** Rosemary Russell, Jane Elzerman. **Others in attendance:** Sabra Boyle, Doug Durand, Frank Walterhouse, Carol Stack.

Approval of Agenda

Approval of Minutes of Previous Meeting - 5/18/2016 Denise Favreau moved for approval, Donna Malecki second.

Finance Committee Report - Approval of Financial Statements for June 2016 Move for approval Niel Haugen, Second Denise Favreau

Suggestion Box Contents: Meal comments will be referred to Gathering Place kitchen

Public Input (Limit of 3 minutes for individual presentation and 15 minutes for group presentation) Carol Stack from home health spoke about fund raiser Local Motion. Will occur 8/6. This is one of the larger fund raisers of the year. This will work like a walkathon with pledges and then a brunch. It will be at Bellows Park. Starts at 7:30 a.

Information Items

A. Directors Report – May 2016/June 2016. See attachments

B. Program/Services Report – (also see attachments) May 2016 Home delivered meals continue to increase as do congregate meals. Projected to exceed 70,000 this year. Estate planning assisted 5 new people. Dental Program has 2 new clients.

C. Senior Center Update – (see attachments) May 2016/June 2016

D. Board of Commissioners Update: Frank Walterhouse: Taxes for general fund is approved at 3.4%. Area Aging is requesting submissions. Frank will be county commissioner representative from this day forward due to Lisa's time constraints.

Action Items

A. Board Members participation in the Benzie Area Community Services Showcase- Saturday, Aug. 6 Sign up completed.

B. Selection of two Board Members for the Board Development Committee. Donna Malecki and Bev Holbrook will serve.

C. Approval of the new Mission & Vision Statements Approval moved by Denise F. Second by Donna M. Vote unanimous

New Business

A. 2017 Budget Meeting with Mitch Deisch and Maridee Cutler – Mitch had to leave meeting to attend to other urgent issues. Maridee continued. We will be working with 2 agencies for health insurance. Hope to cut cost of health insurance. The MERS system has not contacted us with estimate yet. Doug will be following up Fri.

Budget is still evolving. When final Doug will give detailed report. Home health is recruiting full time RN and may be recruiting administrative assistant. Job descriptions are being updated to make that decision. Next step for the budget is to approach the finance committee at the county level.

Old Business

- A. Update on Meeting with Maridee Cutler re: 2017 BSR Budget (see above)
- B. Area Agency on Aging Provider Assessment Findings: Official report was received. Good results.
- C. Merger Updates: Employee hand book will be available Friday. Bylaws and Articles of incorporation are moving forward. Will be exploring physical changes to make office space more appropriate. Contractors have been contacted to request estimates. Now reviewing job descriptions, pay scales, benefits and necessary job postings.
- D. Sign up for Beulah Art Fair reviewed. Booth time will end at 3 p.m. Rosemary/ Bev 9-11 (set up) Jane/Sylvia 11-1 Ron/Denise 1-3 (take down)
- E. Meals on Wheels- Incurred more expense related to van upkeep and DOT requirements. Received notice of a \$1250 award.
- F. Tax Program NMTC/NMCAA: Benzie County was 3rd in amount utilized. We assisted 296 people.

Public Comment

(Limit of 3 minutes for individual presentation and 15 minutes for group presentation) No comments.

Board Round Table Discussion/Evaluation of Meeting

CSA Arts & Crafts July 22 9-11 Ann/Bob (set up) 11-1 Bev/Ann 1-3 Sylvia Bob return at 2:30 for take down.

Senior Empower Day September 22, 2016 Doug will be one of presenters Hosted by Area on Aging will be at Little River casino.

Adjourn 5:45 P.M.

BCCOA Mission Statement - To provide programs for Senior Citizens 60 years of age and older of Benzie County that promote and encourage opportunities for socialization, education, health, safety,

Respectfully Submitted

Sylvia J Bennett

Benzie County Council on Aging, Inc.

Executive Directors Report June 2016 – July 2016

- The Nutrition Summit that was put on by the Michigan Department of Aging and Adult Service Agency. This year's event was more informative than last year and the focus was on cooking with more herbs, spices and getting more input from the congregate clients. How MSU Extensions can be a resource to our programs. New technology's with upcoming databases that AASA is working on regarding meals and NAPIS Forms. There are two upcoming telephone conference in July and August regarding the new updates to the 2015-2020 Food Guidelines. Doug will attend the July session and David will attend the August telephone conference.
- We received a grant award from Meals on Wheels Amercia for \$1,250 based on our March for Meals Events and promotion of the program. A press announcement was placed in the Record Patriot in their July 13, 2016 edition.
- I sent a Letter of Intent to Area Agency on Aging of NW Michigan regarding their RFP for 2017-2019 regarding Congregate Meals and Home Delivered Meals. I will now start the lengthy application process. The application is due August 5, 2016.
- Sabra and Dawn attended the Thompsonville Summerfest that was held on June 20th. We had an informational booth and provided 450 cookies.
- I am happy to announce several new hires to our kitchen staff. Wanda Smigiel is the new Kitchen Crew Leader and started on June 27th. Kelli Manke is a Kitchen Assistant. Kelli starts on July 18th. We will once again be at full staffing levels again!
- I was invited by Bob Roelofs from the Benzie Veterans Affairs Office to attend the Veterans Community Action Team meeting on July 14th. This meeting brings together agencies in the area that provides services to our veterans and allows these agencies an opportunity to network and see if there are any collaboration opportunities available.
- We have just a few Project Fresh Farmers Market coupon booklets left. Sabra has done a great job in taping into past and new clients to provide this win-win program to our seniors and local farmers.
- I have taken part in St. Andrews Presbyterian Church Affordable Housing Task Force with the Presbyterian Village experts. I am representing the voice for Senior Housing needs.

Program Report for June 2016

Nutritional Programs

Home Delivered Meals

Home Delivered Meals – 3,570 meals were provided to 127 clients in June 2016. **This represents an increase of 23% as compared to June 2014 and a 10% increase as compared to June 2015.**

Congregate Meals

The Gathering Place and Thompsonville served a total of 2,369 in June 2016. **This represents an increase of 11% as compared to June 2014 and a 5% increase as compared to June 2015.**

Through the first 9 months we have served 7,003 additional meals than last year at this time.

Other Programs/Services

Dining Out Program – A total of 204 customers purchased 691 vouchers in June 2016. **This represents an increase of 45% as compared to June 2014 and a 23% increase as compared to June 2015.**

Homemaker Program – 324 service units were provided 91 clients in June. **This number was consistent with June 2014 and 2015. Overall to date the number of units is with 20 service units of 2015 and up 3% over 2014.**

MMAPS – The counselors saw 15 clients for 42 hours of assistance in June 2016. The trend continues to each client is require more time to assist them in “fixing” programs that were signed up wrong or never followed through from information from Medicare. The counselors are also filling out more and more Medicaid Applications which are quite extensive with all the necessary proof of income, assets, etc.

Guardian Medical Monitoring – 25 Clients receive this no charge service in June 2016 and currently we have 6 on the waiting lists for this free service.

Benzie Bus Punch Cards – 99 bus passes were given to clients in June 2016. For YTD totals are steady with 2015.

Lawn Chore – We provided 70 mows in June to 65 clients. **We have an additional 12 clients at this time as compared to 2015.**

Information & Assistance - The agency handled 706 calls in June 2016 regarding Information and Assistance for services and questions related to older adults. **This is an increase of 8% as compared to June 2015. For the year the call volume for I & A is up 10% versus 2015.**

Foot Care Clinic – 26 individuals came in for foot care at no cost to them in June 2016.

Hearing Clinic – 5 individuals had a hearing evaluation completed in June 2016 at no cost to the client.

Estate Planning – 6 individuals received estate consultation service in June 2016 at no cost.

Benzie COA Senior Dental Program – One new client was signed up in June 2016.

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

The Gathering Place Senior Center – In June 2016, The Gathering Place Senior Center offered a total of twelve core activities that 665 folks participated in. The top 5 attended activities for June 2016 were Card Games, Music Events, Exercise, Bingo and Bingo. **This is a 35% increase over June 2015.**

Respectfully submitted,

Douglas Durand

BENZIE COUNTY COUNCIL ON AGING, INC.
Statement of Financial Position
As of June 30, 2016

	<u>Jun 30, 16</u>
ASSETS	
Current Assets	
Checking/Savings	
001 · CENTRAL STATE BANK CHECKING	160,240.65
003 · CENTRAL STATE BANK HRA	775.13
005 · CSB - FUNDRAISING	2,223.44
006 · CENTRAL STATE BANK CD	13,192.92
Total Checking/Savings	<u>176,432.14</u>
Accounts Receivable	
1200 · Accounts Receivable	329.50
Total Accounts Receivable	<u>329.50</u>
Other Current Assets	
109 · INVENTORY	7,507.01
1499 · Undeposited Funds	590.00
Total Other Current Assets	<u>8,097.01</u>
Total Current Assets	184,858.65
Fixed Assets	
150 · BUILDING	330,375.70
151 · VEHICLES	79,769.00
152 · EQUIPMENT	79,787.12
157 · LAND IMPROVEMENTS	1,800.00
159 · LAND	150,000.00
160 · ACCUMULATED DEPRECIATION	(181,530.92)
Total Fixed Assets	<u>460,200.90</u>
TOTAL ASSETS	<u><u>645,059.55</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	14,177.41
Total Accounts Payable	<u>14,177.41</u>

BENZIE COUNTY COUNCIL ON AGING, INC.
Statement of Financial Position
As of June 30, 2016

Other Current Liabilities	
2100 · Payroll Liabilities	1,939.58
222 · MERS 457 PAYABLE	254.58
Total Other Current Liabilities	<u>2,194.16</u>
 Total Current Liabilities	 16,371.57
 Long Term Liabilities	
250 · MORTGAGE PAYABLE	149,484.48
Total Long Term Liabilities	<u>149,484.48</u>
 Total Liabilities	 165,856.05
 Equity	
380 · CONTINGENCY	0.00
390 · FUND BALANCE - PROGRAMS	570,978.00
3900 · Retained Earnings	(138,579.64)
401 · MEALS ON WHEELS	4,641.06
Net Income	42,164.08
Total Equity	<u>479,203.50</u>
 TOTAL LIABILITIES & EQUITY	 <u><u>645,059.55</u></u>

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

	<u>June 2016</u>	<u>Budget</u>	<u>\$ Change</u>
Ordinary Income/Expense			
Income			
519.03 · TITLE III C2 INCOME	5,631.66	5,627.00	4.66
519.04 · FEDERAL USDA	0.00	0.00	0.00
519.05 MIPPA (MMAP)	1,400.00	100.00	1,300.00
540 · GRANTS	0.00	1,534.00	(1,534.00)
561 · STATE ALTERNATIVE CARE	1,374.00	894.00	480.00
642 · CHARGES FOR SERVICES/CONT	3,407.50	3,056.00	351.50
642.01 · FEE FOR SERVICE/CHORE	1,192.00	2,450.00	(1,258.00)
642.02 · FEE FOR SERVICE/HOMEMAKER	2,016.00	2,065.00	(49.00)
642.03 - FEE FOR SERVICE/SNOW REMOVAL	(166.00)	0.00	(166.00)
673 · NEWSLETTER SUB	80.00	0.00	80.00
675 · DONATIONS	8,250.05	8,383.00	(132.95)
676 · MILLAGE	58,706.66	58,707.00	(0.34)
677 · FUNDRAISING INCOME	374.44	1,061.00	(686.56)
679 · SPONSORSHIP INCOME	300.00	0.00	300.00
680 · VOLUNTEER WAGES (IN-KIND).	11,608.50	11,226.00	382.50
681 · DONATIONS-INKIND	362.51		362.51
690 · TRIPS	0.00	0.00	0.00
691 · MISC INCOME	0.00	0.00	0.00
Total Income	<u>94,537.32</u>	<u>95,103.00</u>	<u>(565.68)</u>
Gross Profit	94,537.32	95,103.00	(565.68)
Expense			
700 - ACCOUNTING FEES	0.00	0.00	0.00
705 · SALARY AND WAGES	26,585.51	28,085.00	(1,499.49)
708 · PAYROLL TAX EXPENSE	2,106.00	2,332.00	(226.00)
709 · EDUCATION/TRAINING	0.00	62.00	(62.00)
710 · EVENTS	438.98	243.00	195.98
715 · CLOTHING ALLOWANCE	0.00	0.00	0.00
717 · DUES/SUBSCRIPTIONS	(33.75)	300.00	(333.75)
720 · BAD DEBT	0.00	0.00	0.00
721 · COMPUTER EXPENSES	712.49	1,500.00	(787.51)
725 · FRINGE BENEFITS	10,895.68	12,110.00	(1,214.32)
726 · FUNDRAISING EXPENSE	40.00	400.00	(360.00)
727 · SUPPLIES	2,303.54	1,936.00	367.54
727.2 · OFFICE EXP	352.17	652.00	(299.83)
727.3 - POSTAGE	536.55	290.00	246.55
727.4 - ADVERTISING	459.75	219.00	240.75
740 · FOOD	13,773.94	13,350.00	423.94
819 · CONTRACTUAL	13,454.39	15,365.00	(1,910.61)
820 · VOLUNTEER WAGES (IN-KIND)	11,608.50	11,226.00	382.50
825 · VOLUNTEER EXPENSES	320.85	287.00	33.85

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

850 · TELEPHONE	225.06	220.00	5.06
861 · TRAVEL/MILEAGE/GAS	253.97	200.00	53.97
900 · INTEREST EXPENSE	503.80	463.00	40.80
910 · INSURANCE	1,714.00	1,437.00	277.00
915 · PROJECTS	0.00	0.00	0.00
920 · UTILITIES	1,583.12	1,918.00	(334.88)
930 · TGP LOAN	0.00	0.00	0.00
940 · DEPRECIATION EXPENSE	1,804.26	1,804.00	0.26
980 · EQUIPMENT/REPAIRS	990.60	489.00	501.60
980.1 - OUTDOOR MAINTENANCE	238.56	157.00	81.56
981 · HDM VEHICLE MAINT/GAS	858.85	1,187.00	(328.15)
991 · TRIP EXPENSE	0.00	0.00	0.00
Total Expense	91,726.82	96,232.00	(4,505.18)

Net Ordinary Income	2,810.50	(1,129.00)	3,939.50
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Other Income/Expense

Other Income

990 · INTEREST/DIVIDEND INCOME	10.88	10.00	0.88
999 - Other Income	0.00	0.00	0.00
Total Other Income	10.88	10.00	0.88

Other Expense

999.1 · Other Expense	0.00	583.00	(583.00)
Total Other Expense	0.00	583.00	(583.00)

Net Other Income	10.88	(573.00)	583.88
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Net Income	2,821.38	(1,702.00)	4,523.38
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BENZIE COUNTY COUNCIL ON AGING, INC.
Statement of Financial Income and Expense - YTD
October 1, 2015 - June 30, 2016

	<u>Oct-June 2016</u>	<u>Budget</u>	<u>\$ Change</u>
Ordinary Income/Expense			
Income			
519.03 · TITLE III C2 INCOME	50,685.48	50,642.00	43.48
519.04 · FEDERAL USDA	29,722.64	29,360.00	362.64
519.05 MIPPA (MMAP)	2,900.00	1,400.00	1,500.00
540 · GRANTS	12,800.00	12,100.00	700.00
561 · STATE ALTERNATIVE CARE	7,488.00	7,306.00	182.00
642 · CHARGES FOR SERVICES/CONT	22,814.00	20,444.00	2,370.00
642.01 · FEE FOR SERVICE/CHORE	4,544.00	5,860.00	(1,316.00)
642.02 · FEE FOR SERVICE/HOMEMAKER	15,624.00	17,166.00	(1,542.00)
642.03 - FEE FOR SERVICE/SNOW REMOVAL	8,810.00	16,085.00	(7,275.00)
673 · NEWSLETTER SUB	540.00	0.00	540.00
675 · DONATIONS	70,879.04	69,948.00	931.04
676 · MILLAGE	528,359.94	528,360.00	(0.06)
677 - FUNDRAISING INCOME	10,339.55	12,184.00	(1,844.45)
679 - SPONSORSHIP INCOME	300.00	0.00	300.00
680 · VOLUNTEER WAGES (IN-KIND).	97,611.00	74,379.00	23,232.00
681 - DONATIONS-IN-KIND	1,492.21	0.00	1,492.21
690 - TRIPS	9,819.00	0.00	9,819.00
691 - MISC INCOME	0.00	0.00	0.00
Total Income	<u>874,728.86</u>	<u>845,234.00</u>	<u>29,494.86</u>
Gross Profit	874,728.86	845,234.00	29,494.86
Expense			
700 - ACCOUNTING FEES	3,710.00	3,800.00	(90.00)
705 · SALARY AND WAGES	238,682.45	263,602.00	(24,919.55)
708 · PAYROLL TAX EXPENSE	22,070.33	20,749.00	1,321.33
709 · EDUCATION/TRAINING	0.00	562.00	(562.00)
710 · EVENTS	2,804.24	2,175.00	629.24
715 · CLOTHING ALLOWANCE	156.75	90.00	66.75
717 · DUES/SUBSCRIPTIONS	2,112.22	2,070.00	42.22
720 · BAD DEBT	(19.00)	0.00	(19.00)
721 · COMPUTER EXPENSES	12,396.10	7,609.00	4,787.10
725 · FRINGE BENEFITS	82,726.22	101,329.00	(18,602.78)
726 - FUNDRAISING EXPENSE	927.09	1,200.00	(272.91)
727 · SUPPLIES	17,323.24	15,799.00	1,524.24
727.2 · OFFICE EXP	5,468.54	5,924.00	(455.46)
727.3 - POSTAGE	1,705.15	2,295.00	(589.85)
727.4 - ADVERTISING	1,406.70	1,684.00	(277.30)
740 · FOOD	106,608.73	102,950.00	3,658.73
819 · CONTRACTUAL	131,106.26	160,437.00	(29,330.74)

BENZIE COUNTY COUNCIL ON AGING, INC.
Statement of Financial Income and Expense - YTD
October 1, 2015 - June 30, 2016

820 · VOLUNTEER WAGES (IN-KIND)	97,611.00	74,379.00	23,232.00
825 · VOLUNTEER EXPENSES	6,497.38	4,868.00	1,629.38
850 · TELEPHONE	2,272.54	2,240.00	32.54
861 · TRAVEL/MILEAGE/GAS	3,843.68	2,310.00	1,533.68
900 · INTEREST EXPENSE	4,515.87	4,515.00	0.87
910 · INSURANCE	16,455.50	13,911.00	2,544.50
915 · PROJECTS	7,206.32	1,500.00	5,706.32
920 · UTILITIES	17,110.34	17,910.00	(799.66)
930 · TGP LOAN	0.00	0.00	0.00
940 · DEPRECIATION EXPENSE	16,238.34	16,662.00	(423.66)
980 · EQUIPMENT/REPAIRS	18,585.62	9,343.00	9,242.62
980.1 - OUTDOOR MAINTENANCE	5,035.96	5,208.00	(172.04)
981 · HDM VEHICLE MAINT/GAS	9,693.23	10,673.00	(979.77)
991 · TRIP EXPENSE	8,276.00	0.00	8,276.00
Total Expense	842,526.80	855,794.00	(13,267.20)

Net Ordinary Income	32,202.06	(10,560.00)	42,762.06
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Other Income/Expense

Other Income

990 · INTEREST/DIVIDEND INCOME	102.44	83.00	19.44
999 - Other Income	10,145.67	5,335.00	4,810.67
Total Other Income	10,248.11	5,418.00	4,830.11

Other Expense

999.1-Other Expense	11.70	0.00	
99999-LEGAL EXPENSE	274.39	1,750.00	(1,475.61)
Total Other Expense	286.09	1,750.00	(1,463.91)

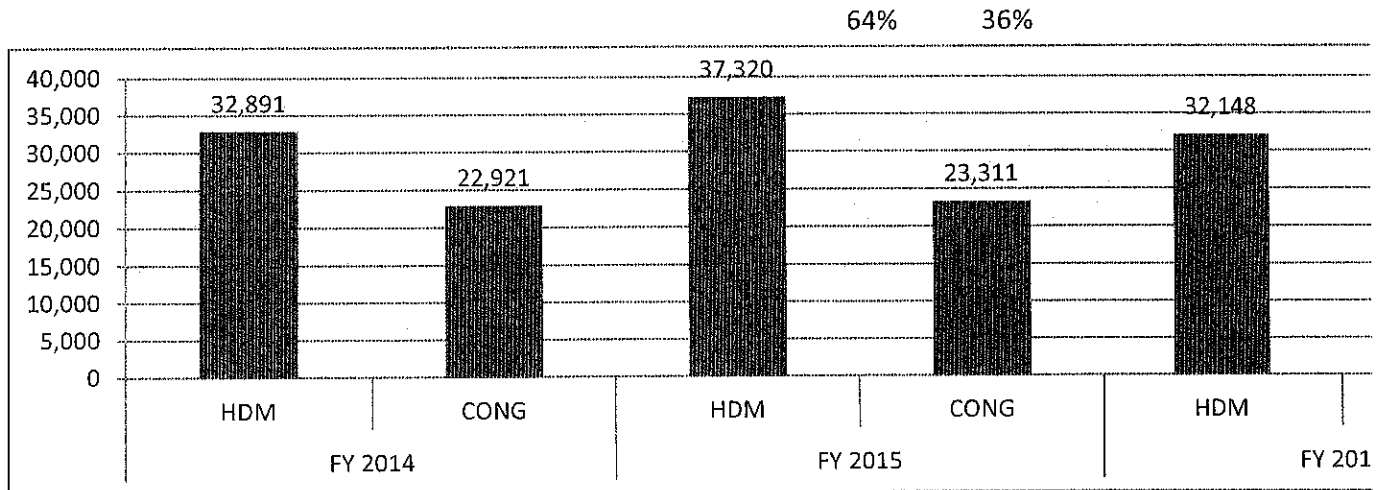
Net Other Income	9,962.02	3,668.00	6,294.02
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Net Income	42,164.08	(6,892.00)	49,056.08
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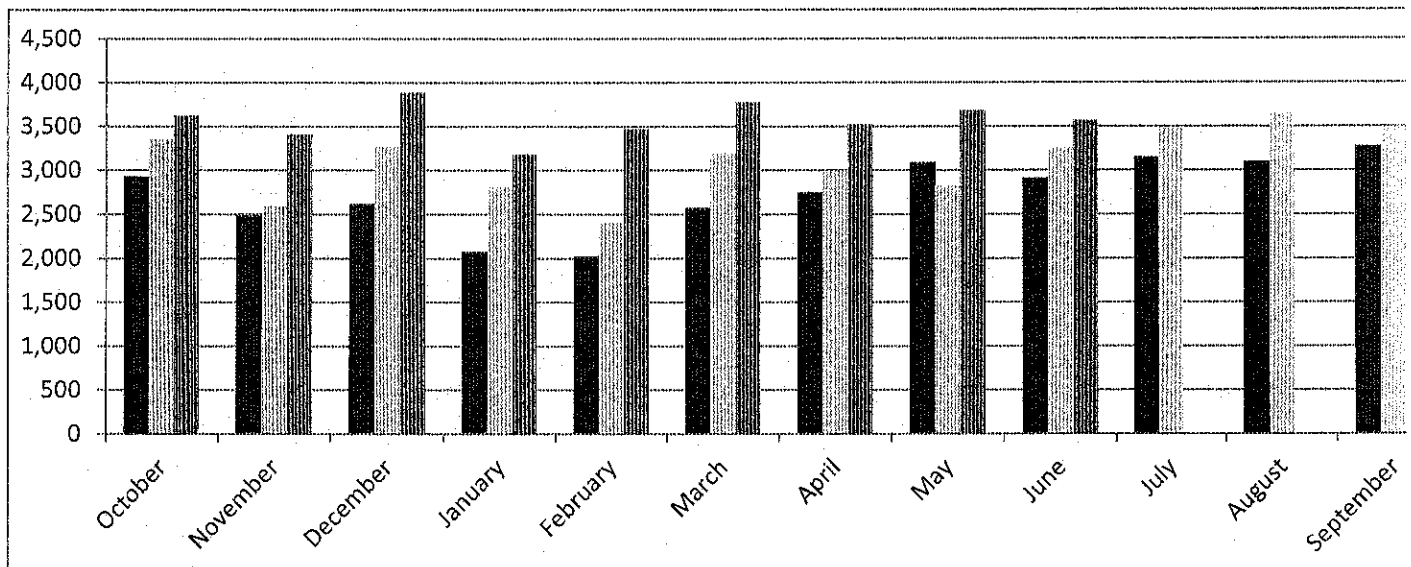
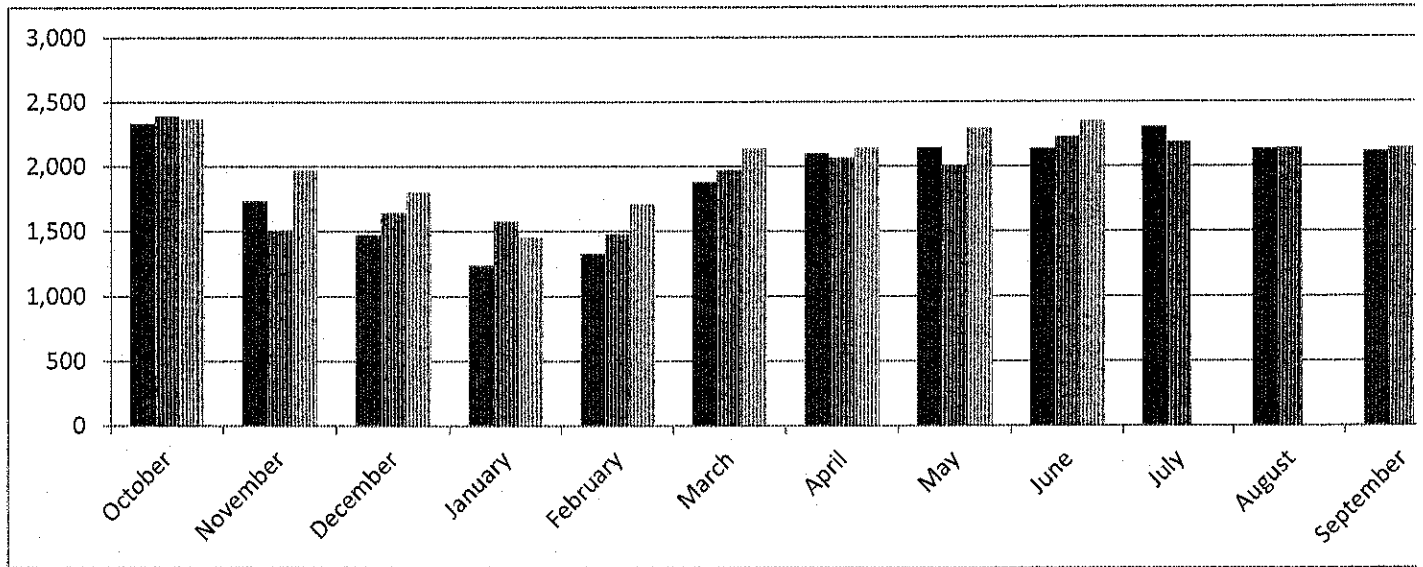
Benzie County Council on Aging
HDM/Cong comparison

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

	FY 2014		FY 2015		FY 2016	
	HDM	CONG	HDM	CONG	HDM	CONG
October	2,919	2,335	3,356	2,394	3,627	2,370
November	2,478	1,732	2,590	1,491	3,410	1,972
December	2,609	1,471	3,265	1,640	3,891	1,800
January	2,073	1,237	2,816	1,576	3,186	1,452
February	2,018	1,328	2,405	1,476	3,473	1,706
March	2,567	1,876	3,196	1,971	3,781	2,140
April	2,746	2,102	3,001	2,065	3,528	2,144
May	3,083	2,144	2,824	1,996	3,682	2,295
June	2,902	2,137	3,250	2,231	3,570	2,347
July	3,141	2,306	3,478	2,188		
August	3,091	2,137	3,644	2,140		
September	3,264	2,116	3,495	2,143		
total meals	32,891	22,921	37,320	23,311	32,148	18,226



Benzie County Council on Aging HDM/Cong comparison



Senior Center Coordinator's Report

July 20, 2016 meeting

Regular Happenings:

Tuesday Music and Dancing
Blood Pressure Clinics
Bingo
Zumba
Bible Study
Dining Out Day
Tech Support

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

Spinning
Thompsonville Meal
Wii Bowling
Yoga
Birthday celebrations
Hearing Clinic

Recent Events

If you haven't seen our herb garden, vegetable garden, fence and Sunsetter then you are missing out! Check out our patio! People LOVE it!

Thursday, July 7th, Jessica Carland, Mobility Manager with Benzie Bus was here during lunch She'll bring plenty of literature to explain the various route options. She will be spending every 4th Thursday with us during lunch to check in with our seniors.

Our Mystery Trip took us to Dawson & Stephens Classic Diner & Soda Fountain in Gaylord. They have over 10,000 pieces of Coca Cola Memorabilia but can only display about 7,000 at a time. They even have an original Coca-Cola truck that came over Lake Michigan from Minnesota and you can sit in the Coca Cola phone booth for photo ops. The diner was remodeled to look like a 1950's style diner with "oldies" playing on their radio. Check out our facebook page for pictures of our adventure! The trip was a hit!

Thursday July 14 is Dining Out Day. We are heading to Rich's Roadside Café in Interlochen for lunch. Grab your dining out certificates from our office for only \$3. They are worth \$6 at participating restaurants. Leaving at 11:15 a.m. Sign up required. Call (231) 525-0601.

Friday, July 15 at 1:00 p.m. Cliff Shelder Concert. An award winning singer, songwriter and record producer, Cliff has performed at fairs; festivals; restaurants, including the Bluebird Cafe in Nashville, and corporate and social events in several states. He sings Classic and Traditional Country music from the 1940's through the present. His show includes songs from such artists as Ernest Tubb; Alan Jackson; Merle Haggard; Hank Williams; Jim Reeves; George Strait; Randy Travis and Willie Nelson. What a great way to start your weekend! Donations are appreciated to cover the cost of Cliff's performance. Mark your calendars and bring a friend!

Monday, July 25 is our Music House Trip. Have you ever been to the Music House in Acme? It's fabulous! The Museum's unique collection of instruments provides guests with a walk through the history, artistry and engineering of automated music. The collection spans from the late 18th century to 1950, going from simple music boxes to early recorded sound and radio. The hour and a half long, docent guided tour showcases the beauty of the craftsmanship, the history of the era and the complexity of the engineering of the collection as well as allowing guests to hear many of the rare instruments on display actually play. Leave at 9:00 a.m. Return by 3:00 p.m. Trip fee is \$15 plus the cost of your lunch. Fee covers your admission to the museum. We will grab lunch in Travers City after our tour and then head back to Honor.

Benzie Home Health Care
Monthly Service Statistics YTD 2016
June 2016

Month	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Beginning Caseload	44	44	41	38	38	37							
New Admissions	4	5	1	2	4	1							
Discharges	5	8	4	2	5	1							
Present Caseload	44	41	38	38	37	37							
# Home Visits RN	23	22	19	20	32	28							144
# Home Visits Aide	412	290	354	284	331	367							2,038
	435	312	373	304	363	395	0	0	0	0	0	0	2,182
Hours Aide PC *	481	367	454	361	447	481							2,591
Hours Aide Respite*	435	288	214	153	189	238							1,517
	916	655	668	514	636	719	0	0	0	0	0	0	4,108

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DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Benzie Transportation Authority - June 2016 Statement of Activities

	June 2016		Oct 2015 - June 2015		2016		June 2015		Oct 2014 - June 2015	
	Actual	Budget	Actual	Budget	Annual Budget		Actual		Actual	
Income										
40100 - Passenger Fares	7,289.24	9,460.00	78,644.53	80,310.00	107,500.00		9,187.67		78,241.55	
40200 - Contract Fares	866.00	410.00	6,243.00	3,770.00	5,000.00		120.00		11,347.50	
40615 - Advertising Income	1,396.00		4,396.00		0.00					
40710 - Sale of Maintenance Services	1,597.83	1,375.00	16,178.71	12,375.00	16,500.00		1,134.20		10,548.50	
40750 - Gains from Sale of Capital Assets	0.00		5,757.82							
40800 - Taxes Levied Directly for by TA	0.00	0.00	572,559.68	559,844.00	559,844.00		9.00		561,426.83	
41101 - State Operating Assistance	27,758.00	27,626.00	410,566.00	409,361.00	492,239.00		23,424.00		574,970.08	
41301 - Section 5311	0.00	0.00	121,251.00	110,490.00	220,982.00		4,447.00		125,363.00	
41398 - RTAP	0.00	375.00	2,851.32	3,375.00	4,500.00		112.93		2,915.31	
41402 - Interest Income/Other Revenue	177.50	6.00	354.12	57.00	75.00		6.42		567.62	
Total Income	39,104.57	39,252.00	1,218,797.38	1,178,592.00	1,406,646.00		38,432.22		1,365,360.40	
Expense										
50101 - Operators' Salaries and Wages	32,857.41	36,903.00	347,876.52	368,021.00	476,430.00		36,520.08		346,939.80	
50102 - Other Salaries and Wages	26,132.26	13,923.00	202,191.50	181,899.00	243,683.00		18,322.37		181,963.46	
50103 - Dispatchers' Salaries and Wages	11,005.35	14,733.00	117,247.64	116,338.00	139,537.00		12,087.28		118,625.15	
50200 - Fringe Benefits	25,788.38	20,295.00	181,132.66	152,173.00	201,954.00		13,942.06		146,107.75	
50310 - Board Compensation	140.00	333.00	1,155.00	1,665.00	2,000.00		525.00		2,205.00	
50399 - Service Expense	8,085.18	5,013.00	61,903.45	55,408.00	68,635.00		5,449.17		98,888.49	
50401 - Fuel and Lubricants	-3,809.70	8,650.00	43,481.72	74,280.00	97,000.00		10,131.03		70,258.10	
50402 - Tires and Tubes	0.00	600.00	7,622.20	8,600.00	11,000.00		1,271.58		5,670.57	
50404 - Major Purchase	0.00	250.00	0.00	2,250.00	3,000.00		0.00		3,130.51	
50405 - Office Supplies	620.46	650.00	4,588.08	5,150.00	6,600.00		1,068.57		5,356.02	
50406 - Parts Revenue Vehicles	2,266.57	3,600.00	25,446.97	33,200.00	44,000.00		2,603.40		31,426.99	
50407 - Parts for Non Revenue Vehicles	0.00	50.00	1,679.78	450.00	600.00		0.00		845.48	
50499 - Other Materials and Supplies	2,246.17	2,335.00	22,919.59	16,495.00	23,500.00		4,028.98		27,933.59	
50500 - Utilities and Insurance	2,939.86	3,055.00	40,421.20	63,151.00	71,818.00		3,030.70		51,132.17	
50700 - Taxes and Fees	80.00	110.00	504.00	1,070.00	1,400.00		260.00		958.66	
50902 - Travel, Meetings & Training	347.45	250.00	3,126.43	2,250.00	3,000.00		408.20		3,573.45	
50903 - Association Dues and Subscript	50.94	50.00	4,387.92	4,350.00	4,500.00		173.94		4,413.29	
50999 - Other Miscellaneous Expenses	0.00		3.00	0.00	0.00		0.00		0.00	
51102 - Interest on Short-Term Debt	0.00		0.00		100.00		0.00		0.00	
51295 - Sharp Copies/Dispatch Lease	207.80	209.00	1,370.20	1,673.00	2,500.00		207.80		1,870.20	
57402 - Ineligible RTAP	370.00	375.00	3,285.94	3,375.00	4,500.00		1,108.78		3,675.01	
Total Expense	109,293.13	111,384.00	1,040,143.21	1,086,995.00	1,406,646.00		111,129.95		1,104,003.79	
Change In Net Assets	-70,188.56	-72,132.00	178,654.17	88,596.99	0.00		-72,697.73		261,356.61	

Honor Bank Checking \$27,956.06

Honor Bank Savings \$55,000.00
 Cash Reserve \$35,000.00
 Rotary Grant Funds \$251,870.71
 General

Total \$341,870.71

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JUL 22 2016

Prepared 7/14/2016

DAWN OLNEY
 BENZIE COUNTY CLERK
 BEULAH, MI 49617

Commissioner Report

County Administrator's Report

FINANCE REPORT

**Finance Committee
Meeting Notes
July 12, 2016**

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

Present: Coury Carland, Gary Sauer and Frank Walterhouse

Staff Present: Dawn Olney, Michelle Thompson, Maridee Cutler, Mitch Deisch, Ron Berns, Jaime Croel, Cameron Clark, Ted Schendel, Kyle Rosa, Amy Bissell, Frank Post, Kim Nowak and Dan Smith

Pledge of allegiance was given.

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

Public Input: None

Dawn Olney, Budget Amendment -- Housing: Request for Budget Amendment to take care of an older housing project which is needing additional work.

Motion by Walterhouse, seconded by Sauer, to recommend to the Board of Commissioners to amend the 2015-16 budget for the following:

Increase:

535-000-691.00	Budgeted Use of Fund Balance	\$10,000.00
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Increase:

535-000-800.00	Contracted Services	\$ 7,000.00
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535-000-815.30	Administration Fees – Legal Fees	\$ 2,000.00
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535-000-815.40	Administration Fees – NMCAA	<u>\$ 1,000.00</u>
		\$10,000.00

Ayes: All Nays: None Motion carried.

Cameron Clark – 3rd Quarter Update on Child Care Budget: Mr. Clark gave an update on the Child Care Fund – the In-Home Care component is 50% expended; Foster Care component is 45% expended and Institutional Care is 30% expended; State Ward Charge backs are also trending downward. Overall the fund is in good shape.

Ron Berns – E911 Service Plan: 911 Service District plan revised to include changes regarding Next Generation 911, texting, fiber and connectivity; also includes language regarding ambulance service jumping; it is all ordinance driven; the Prosecutor has looked at it and agrees; tentative resolution to the revised plan; then the county clerk will send notice to all township and municipalities if they choose to remove themselves from the 911 plan if they have another one; post a public hearing within 90 days which will be advertised twice before the public hearing; he asks for the board to adopt the tentative resolution at the July 26 meeting.

Motion by Sauer, seconded by Carland, to recommend to the Board of Commissioners to adopt the Emergency Telephone Service District Tentative Plan as presented. Ayes: All Nays: None Motion carried.

Emergency Service Communication Ordinance: **Motion by Sauer, seconded by Carland, to recommend to the Board of Commissioners to adopt the Emergency Service Communication Ordinance as presented. Ayes: All Nays: None Motion carried.**

Mitch Deisch – Budget Calendar, Misc Budget Items:

Cost Reductions – he and Maridee have gone through the 2016-17 budget and have come up with \$23,624.00 in total reductions so far.

Mitch asks how you would like to do the budget cycle – to have him meet individually with departments or to have them come before you?

Coury stated that he enjoyed the process last year and feels it is good for them to know.

Gary said by having Mitch do it all, we do not know the process or where the money comes from.

Shelley said it give the board a good base of where the funds come from.

Coury said this is one of our primary functions and responsibilities.

Mitch stated that he will get a schedule out with the departments to come before the finance/budget committee.

Budget will be presented at the July 26, 2016 Board of Commissioners meeting in the Village of Thompsonville.

Other: Budget meetings: July 15, July 18, July 19 and July 21 – all will be 9:00 a.m. to 12:00 noon.

Comm Walterhouse asks to transfer balance of \$55,800 being \$5,800 excess tax sale proceeds be put in the General fund – Buildings and Grounds to complete the emergency services projects.

Motion by Walterhouse, seconded by Carland, to recommend to the Board of Commissioners to approve a 2015-16 Budget Amendment in the amount of \$10,600 as follows:

Increase:

101-253-699.06	Transfer from 532	\$ 5,800.00
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101-253-687.00	Refunds/Rebates	\$ 4,800.00
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Increase:

101-265-939.00	Capital Equip and Repairs	\$10,600.00
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Ayes: All Nays: None Motion carried.

Public Input:

Kim Nowak, Probate Court, stated that in light of the happenings in Berrien County, they have had a couple of incidents happen in their court as well so they have temporarily opened the window in their office. She also stated that she has been appointed the ADA coordinator in Benzie County for the courts – they have purchased a hearing system and will split the cost three ways with the courts.

Sheriff Schendel asks Coury Carland to explain the statement he made regarding the Sheriff Dept receiving an increase to their budget of \$250,000 – Where?

Coury stated between 2012 and now.

Sheriff asks Coury to sit down with him and explain it.

2:18 p.m. Public Input Closed

Next Meeting: Tuesday, August 9, 2016 at 1:00 p.m. following the Board of Commissioners meeting.

Motion by Sauer, seconded by Walterhouse, to adjourn at 2:15 p.m. Ayes: All Nays: None Motion carried.

Dawn Olney
Benzie County Clerk

DRAFT

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

1. To amend the 2015-16 budget for the CDBG Housing program as presented.
2. To adopt the Emergency Telephone Service District Tentative Plan as presented.
3. To adopt the Emergency Service Communication Ordinance as presented.
4. To approve a 2015-16 Budget Amendment for Capital Improvement and Repairs.

DRAFT

BUDGET AMENDMENT REQUEST

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

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

DATE: 7/5/2016

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

Account to be Increased:

Line Number	Account Name	Amount
535-000-691.00	Budgeted Use of Fund Balance	10,000.00

Total \$ 10,000.00

Account to be Increased:

Line Number	Account Name	Amount
535-000-800.00	Contracted Services	7,000.00
535-000-815.30	Administration Fees - Legal Fees	2,000.00
535-000-815.40	Administration Fees - NMCAA	1,000.00

Total \$ 10,000.00

SIGNED: _____

Dawn Olney

**BENZIE COUNTY
EMERGENCY TELEPHONE SERVICE DISTRICT
TENTATIVE PLAN**

Adopted on _____, 2016

BENZIE COUNTY E-911 SERVICE PLAN

I. **INTRODUCTION**

For more 30 years, the 911 system has served the needs of the public in emergencies. Next Generation 911 ("NG911") will enhance the 911 system to create a faster, more flexible, resilient, and scalable system that allows 911 to keep up with communication technology used by the public. Put simply, NG911 is an Internet Protocol ("IP")-based system that allows digital information (e.g., voice, photos, videos, text messages) to flow seamlessly from the public, through the 911 network, and on to emergency responders.

While the technology to implement NG911 systems is available now, the transition to NG911 involves much more than just new computers. Implementing NG911 will include activities of many people, who will coordinate efforts to plan and deploy a continually evolving system of hardware, software, standards, policies, protocols and training. One of the key tasks for Michigan counties to get started with NG911 implementation is to update their planning document. An important purpose of this Plan is to prepare Benzie County ("County") for NG911 and technologies that will follow NG911

Michigan Public Act 32 of 1986, MCL §484.11101 et seq, as amended, ("Act") authorizes the County to enact a E-911 Service Plan ("Plan") that establishes a Service District ("Service District") in which enhanced 911 ("911") services are provided to callers requesting emergency medical, law enforcement and fire services. The County, through the Benzie Board of Commissioners ("Board") has adopted a Plan and various amendments to that Plan under the Act. Benzie County originally adopted its Plan over twenty years ago and counties across the State are now updating their plans to reflect technological changes over the past twenty-year and to facilitate technological changes in the near future, including NG911 technologies as the mechanism for delivering all 911 calls and texts to the primary public safety answering point. The present Plan is based on a model plan commissioned for Michigan Counties by the Michigan Communications Directors Association and tailored variations of this new model plan have been approved in at least 15 other Michigan counties. The present Plan is designed to replace, supersede and update the County's existing Plan and all amendments in light of present circumstances with the potential to more easily accommodate present and future technologies and management operations with the goal of facilitating a superior and ever improving 911 system within the County.

This Plan implements a Service District covering the entire geographic boundaries of Benzie County by addressing the following:

- Technical considerations of the service supplier including system equipment for facilities that would be used in providing emergency telephone service and/or other communication technologies, including NG911.

- Operational considerations including the designation of primary public safety answering points (“PSAPs”), secondary PSAPs and alternative PSAPs, and the manner in which 911 calls and texts would be processed, dispatch functions performed, and informational systems utilized.
- Managerial considerations including the organizational form and agreements that will control technical, operational, and fiscal aspects of the emergency telephone service system.
- Fiscal considerations including projected recurring and non-recurring costs with a financial plan for implementing and operating the system

By facilitating the development and maintenance of enhanced 911 services in the County, this Plan provides multiple benefits, including but not limited to:

- 1) Use of the universal, simple, easy-to-remember, three digit number for all emergencies in any location within the County;
- 2) Automatic number identification (ANI) and automatic location identification (ALI) for wire-based calls and geographic positioning identification for mobile or wireless technologies and automatic selective routing to increase the effectiveness of emergency response and dispatch services;
- 3) Establishment of financial, management and operational mechanisms designed to put the community in the best position to implement and maintain an up-to-date E 911 System;
- 4) Establishment of a system for recruiting and training qualified telecommunicators, also known as “dispatchers” and “Emergency Communications Specialists (“ECSs”);
- 5) Establishment of centralized or consolidated dispatch to more efficiently and effectively serve all residents of the County regardless of location therein;
- 6) Creating the environment to order and, therefore, facilitate the transition from wire-based to NG911.

Unless otherwise defined herein, the terms used in this Plan shall have their definition or meaning as used in the Act. The “Plan” as used herein shall refer to the “E-911 Plan” or “Enhanced 911 Plan” as used in the Act.

II. PLAN ADOPTION

- 1) The Act requires the Board to adopt by resolution a Tentative Plan creating a Service District.

2) The Act requires the resolution to include a date, time and place for a public hearing to be held on a final Service Plan not less than 90 days after the date of adoption of the resolution.

3) The Act requires the County Clerk to give notice of the public hearing. Notice must be published twice in a newspaper of general circulation within the County. The first notice must be at least 30 days prior to the hearing, and the second notice within 30 days of the hearing.

4) The Act requires the County Clerk to forward a copy of the resolution, together with a copy of the Tentative Plan to the clerk of each community within the District.

5) The "Benzie County Central Dispatch (BCCD)" or "Central Dispatch" as established or recognized herein shall be the primary PSAP for all portions of the Service District, provided it files a notice of intent to function as a PSAP (see Appendix #1).

6) The Act requires the Board to adopt the Tentative Plan as the Final Plan, except as modified by Plan Exclusions and PSAP Notices, as identified above.

7) Any public agency that wishes to withdraw from the Service District may do so only after strict compliance with Section 505 of the Act, including but not limited to payment of any outstanding qualified obligations secured by the operational surcharge.

III.

TECHNICAL CONSIDERATIONS

1) **Service District and Public Entities.**

The Service District created by this Service Plan shall be coterminous with the boundaries of the County. The cities, townships, villages and campuses that are wholly or partially included in the Service District, as public entities, include those identified in Appendix #2.

The BCCD is authorized to cooperate with the State 9-1-1 Committee or any other state, federal or local body or official authorized to install, operate, modify and maintain universal emergency number service systems, whether wire-based, cellular, wireless, digital, radio-based or other communication technologies within the Service District.

2) **Enhanced 911.**

This Plan requires an Automatic Number Identification ("ANI"), Automatic Location Identification ("ALP"), and Selective Routing Network System, including information to the telecommunicator consisting of, as a minimum, the telephone owner's name, location, and calling telephone number and, relative to wireless calls and texts, global positioning coordinates as mandated by the Federal Communications Commission (Collectively referred to as "Enhanced 911").

Wire-based telephone companies provide Enhanced 911 services to service users in the County, and those companies must maintain their Enhanced 911 services in order to continue to provide services to users in the County. All wire-based telephone companies interested in providing wire-based services within the County must provide and maintain Enhanced 911 and will cooperate to supply, in accordance with the Michigan Public Service Commission tariff rates, rules and regulations, the design, installation and maintenance of the network for all facilities involved in providing emergency response telephone service, including modifications to all pay telephones to provide free 911 service.

The wire-based telephone companies must be modified or maintained to provide Enhanced 911 services. The costs for such modification and maintenance are to be included in the technical surcharge installation and maintenance costs.

BCCD shall maintain the Michigan Public Service Commission's infrastructure until NG911 Technology is implemented. When NG911 Technology is implemented, the BCCD or Central Dispatch shall provide any primary PSAP services to interface with the NG911 Technological system. When the Board has selected an NG911 internet provider, it may direct that all communication services direct 911 calls and texts from within the County to the chosen internet services provider as necessary to facilitate the delivery of NG911 911 services.

3) **Wireless Implementation.**

All Commercial Mobile Radio Service ("CMRS") or other wireless providers (collective "Wireless") providing service within the Service District are requested and directed to deploy Phase II, E 911 Enhanced service as provided in the wireless emergency service order ("Order"), FCC Docket No. 94-102, adopted June 12, 1996, with an effective date of October 1, 1996, and as updated by FCC Docket No. 05-116 and any other updates, including but not limited to provision of number, location and name. The County is Phase II compliant.

4) **VOIP Implementation.**

All providers of voice over internet providers ("VOIP") and other communication technologies are required to provide Enhanced 911 services that is equivalent or exceeds Phase II, Enhanced 911 service, regardless if the device is fixed or nomadic.

5) **Implementation—General.**

Commercial wire-based, wireless or VOIP providers are "Service Suppliers" as that term is used herein. Service Suppliers shall automatically route all 911 calls and texts originating from service users in the County to the primary PSAP serving the area from which the call originated, as identified in this Plan and under the Act. All calls within the wire exchanges identified in this Plan but originating from other counties shall be automatically routed as directed by the E 911 service plans adopted by the county board of commissioners from those counties, or, if no such provisions exist, to the appropriate secondary PSAP for selective routing to the appropriate public agencies and EMS providers within those counties. Any calls and texts

which cannot be automatically routed shall be selectively routed to the appropriate primary PSAP.

The Board may require that every wire-based, CMRS/wireless or VOIP service provider billing service users within the District submit a written registration as a "service provider" under the Act, including a contact person, telephone number and the type of service supplied, number of customers within the Service District as well as other information that the Board periodically deems relevant. The Board may by resolution impose reasonable time limits on the registration and require periodic updates. The current service suppliers known to operate within the District are listed in Appendix #2.

Nothing in this Plan is intended to limit the Board's or BCCD's authority under the Act, and it is the intention of this Plan that the Board be fully empowered and authorized to exercise any right, power or discretion that is authorized in the Act, including but not limited to the financial authority to impose or set operational surcharges, millages or fees. In addition, the Board may exercise its ordinance powers to enforce all provisions of this Plan.

6) **Service Supplier and Public Entity Updates.**

In an Administrative Findings Resolution, the Board may periodically update the public entity, wire, wireless and digital service supplier or provider information described or required as provided in this Section of the Plan and Appendix #2. It may also direct routing and other instructions to such service suppliers and public entities for purposes of Primary and Secondary PSAP improvements, including but not limited to NG911 implementation.

IV.
OPERATIONAL CONSIDERATIONS

1) **Consolidated Dispatch/County Dispatch/County Coordination.**

This Plan and the Act recognize a variety of options for the organization of 911 services at the County level. The following terms describe the following types of 911 services:

A.) "Consolidated Dispatch" or "Central Dispatch" refers to a county-wide dispatch operation that is organized by the County through the organizational auspices of this Plan. A Consolidated Dispatch provides 911 call answering and emergency service dispatching ("PSAP Services") to all portions of the Service District, and may also serve an area that is greater than the entire District. This Plan uses "Consolidated Dispatch" and "Central Dispatch" synonymously.

B.) "County Dispatch" refers to a dispatch operation that is organized by the County either through an Urban Cooperation Act Agreement with another public agency or agencies or through the organizational auspices of this Plan. The County Dispatch may provide PSAP Services to an area that is less than the entire District, the entire District or through contract, greater than the District.

Since BCCD is currently a department of Benzie County, the County shall use a Central Dispatch model as the primary organizational structure for the delivery of 911 to the Service District. In the event that the County participates in the creation of a dispatch authority under the Urban Cooperation Act, the County employ a County Dispatch model as described in the Agreement prepared under the Urban Cooperation Act and as further provided herein.

2) **PSAP Operations**

Effective with the date of this Plan, BCCD, presently located at 505 Michigan, Beulah, MI 49617, shall serve as the primary PSAP for the entire Service District, provided it maintains the notice of intent to serve as primary PSAP as described in Appendix #1. If no notice of intent to serve as primary PSAP is currently on file with the County Clerk or if any public agency that filed a notice of intent to serve as primary PSAP withdraws such notice under the Act, the primary PSAP will be any entity that the Board contracts with to provide PSAP services. All PSAPs effective on the date of this Plan's effectiveness and the public agencies dispatched and dispatch methods are identified in Appendix #3. In an Administrative Findings Resolution, the Board is authorized from time to time to update the list of PSAPs, public agencies dispatched and dispatch methods as provided in Appendix #3.

The alternate or secondary PSAP for each primary PSAP is identified in Appendix #3, and incorporated herein by reference.

All primary and secondary PSAPs must be staffed 24 hours per day, every day of the year, and shall have at least one device for receiving calls and texts for service from hearing or speech-impaired persons.

If a local unit of government or public safety agency that is identified in the Plan as being a primary PSAP or that has filed an intention to serve as a primary PSAP under the Act and Plan, and subsequently files a notice of intention to cease to function as a primary PSAP, the BCCD shall serve as the primary PSAP for the geographical area previously served by the local unit of government or public safety agency as soon as practicable.¹

3) **Dispatch Methods**

Except for the possibility of some emergency medical services ("EMS"), calls and texts to 911 will be processed by the Direct Dispatch method. EMS calls and texts may be directly dispatched or manually transferred to an EMS provider as a secondary PSAP to dispatch directly. In the event, that NG911 allows an EMS provider to serve as primary PSAP, the Board is authorized to establish such service through contract and acceptance by such a provider or providers through filing of a notice of intent to serve as primary PSAP for EMS calls and texts pursuant to the Act and this Plan.

Calls and texts for service from jurisdictions outside the geographical boundaries of the County but which are included in this Service Plan or otherwise will be handled by the Manual

¹ "Practicability" shall be determined in the sole discretion of the Board after consultation with the Board and local unit of government affected.

Transfer method. If, at any time, Selective Routing Transfer or the Manual Transfer method becomes unusable, the calls and texts for service will be routed by the Relay Method.

Each public safety agency, designated above to serve as a PSAP or secondary, or back-up PSAP, shall file a notice of their intent, whether to serve or not to serve as a PSAP, not later than 45 days after the city or township which the agency serves, receive a copy of this Service Plan. Failure to file a notice of intent will result in the safety agency not being designated as a PSAP in the final E-911 plan.

While the Plan is designed solely for the benefit of the residents and service users of the County, portions of other counties may be affected by the implementation of this Plan. Agreements shall be reached with these communities as to the proper forwarding of those 911 calls and texts that originate beyond the boundaries of this Emergency Telephone Service District.

4) **Training.**

The 911 Director will ensure all ECSs who are required to meet State mandated designation are so designated and that all ECSs receive appropriate training for their function.

5) **Implementation—General.**

The Board may require that all public and private safety agencies providing emergency response services within the District register with the County Clerk and execute service agreements with the Central Dispatch, County Dispatch or County Consolidation Board. The Board may, by resolution, impose reasonable time limits on the registration and require periodic updates. The current PSAP operations and public and private safety agencies known to operate within the District are listed in Appendix #3. The Board, in conjunction with the 911 Director, shall establish dispatch protocols consistent with the Act. The Board will consider local governmental agreements with public and private safety agencies but is not obligated to restrict its dispatching based on those agreements. Furthermore, any agreement that Board may make for the County with public and/or private safety agencies will take precedence over any inconsistent local governmental agreement.

6) **PSAP/Public Safety Agencies Updates.**

The public and/or private agencies to be dispatched within the County and the dispatch methods are identified in Appendix #3. In an Administrative Findings Resolution, the Board is authorized from time to time to update the list of public and private safety agencies providing emergency response services within the District and the corresponding dispatch methods.

7) **911 Resource Protection**

Notwithstanding its right to enact ordinances to protect any other provision in this plan, the Board is also specifically authorized to adopt an ordinance to protect the following activities

that could threaten the effectiveness of 911 and/or safety of first responders and the public they serve:

- a) False Alarm prohibitions.
- b) Hacking prohibitions.
- c) Signal jamming or blocking prohibitions (swatting)
- d) Automatic signal prohibitions
- e) Virus prohibitions
- f) Prohibitions against other emergency service providers responding to calls to which they were not dispatched in a manner unauthorized by the Central Dispatch Center ("call jumping")
- g) Prohibitions against the impeding of first responders from reaching emergencies to which they have been dispatched.
- h) Prohibitions against providing services that threaten the economic viability of any exclusive contract for emergency services necessary to effectively and efficiently operate the 911 dispatch operations described herein.
- i) Prohibitions against application providers representing within the County that their applications can provide services to BCCD that cannot be provided.
- j) Prohibitions against application providers and/or service providers selling applications or communications services hardware or software that will not deliver calls and texts consistent with Enhanced wire-line, wireless Phase II compliance, VoIP 911 and NG911 service standards.
- k) Requirements that all service suppliers impose and remit the operational surcharge and provide proof of such imposition and remittance under audit and other requirements imposed by the Board.
- l) Requirements that all service suppliers forward 911 calls and texts to the IP address and provider as specified by the Board for NG911 Service.

V.

MANAGERIAL CONSIDERATIONS

1) PSAP Management.

Each public agency which files a notice of intent to function as a PSAP (either primary or secondary) accepts the responsibility for the management of the on-line public safety dispatch center including but not limited to the operational configuration, level of service and equipment needs for the geographic and political boundaries identified in the notice of intent and the financing for all such operations.

Management of each PSAP will be in accordance with the policies and procedures of the public agency that operates the PSAP.

Notwithstanding the above, the BCCD shall manage the Central Dispatch and its own personnel unless otherwise provided in its enabling agreement as provided herein.

Nothing in this Section shall be construed as obligating the Board to create a separate authority in order for a Central Dispatch to serve as the primary PSAP for a local unit or county outside of Benzie County. However, such service may be provided through a contract that establishes a managerial structure of a Central Dispatch as otherwise provided herein.

2) **Board**

The Board shall appoint the 911 Director and together they shall manage the PSAP and administer the Plan as provided in the Act and as further provided herein.

A. The Board may establish additional subcommittees addressing technical aspects of dispatch, including dispatch protocols, codes, policies and best practices. The Board shall appoint the members of such subcommittees, provided, however, that such membership is not restricted to Board membership and may come from the ranks of the public safety agencies served by County or Central Dispatch. Such subcommittees shall be advisory to the Board and shall not be subject to Michigan's Open Meetings Act, MCL §15.261 *et. seq.* A special LEIN subcommittee composed of law enforcement officials or of the Sheriff, depending upon the direction of the Board, shall supervise and control the LEIN usage by the BCCD, consistent with Michigan State Police guidelines. The Board has established the Benzie County Central Dispatch Advisory Board with a Board member and six public safety representatives. The Advisory Board has a majority of law enforcement agencies, including the Sheriff and regional state police post commander.

B. The Board shall make 911 Plan policy and fiscal (millage and operational surcharge) decisions.

C. Nothing herein shall preclude or restrict the authority of the Board to enter into an ambulance service contract for the County under Michigan's Public Health code, "Act 368" being MCL §333.20948. In fact, this Plan recognizes the potential necessity of such a contract to ensure that the District has timely and complete emergency ambulance services for BCCD to dispatch.

D. Nothing herein shall preclude or restrict the authority of the Board to enter into other contracts necessary to implement the building, equipment, software and other service needs to operate the BCCD.

E. The Board shall have the authority to adopt an Emergency Communications Ordinance that shall enable the enforcement of the provisions of this Plan.

VI.

FISCAL CONSIDERATIONS

1) **Technical Charges.**

A. Estimated Network Costs²

The Act presently provides for calculation of a 4% cap for recurring charges and a 5% cap for nonrecurring charges based on the highest monthly base rate in the emergency telephone district or \$20.00 whichever is lesser. This Plan authorizes the imposition and collection of this technical charge as provided in the Act. Each service provider shall provide the Board with any technical surcharges authorized by the Michigan Public Service Commission, including any changes. If the Act is modified to reduce or expand these caps, this Plan shall be automatically adjusted without modification to authorize or establish such revised caps.

B. Estimated Network Charges

Network Charges will be collected by each wire-based Service Supplier from all subscribers in the Service District, as approved by the Michigan Public Service Commission.

The Act requires each agency operating a PSAP to pay for all terminal equipment installation and for the actual PSAP equipment either through rental or capital acquisition. If the Act is modified, this Plan shall be automatically modified regarding the provision of such terminal or technical equipment.

The Central Dispatch will utilize existing equipment. The cost of maintaining existing and acquiring new equipment shall be paid for by the Central Dispatch, if a separate legal entity, through the Central Dispatch Budget, as funded through Operational Funding, as described below. Grant monies, wherever applicable will be sought for equipment costs and planning and development of the database.

2) **Operational Funding.**

To finance the delivery of primary PSAP services, the Board is authorized and directed to implement, receive and, in its discretion, to expend, consistent with all applicable laws and County resolutions, any voter approved millages, operational surcharge, County 9-1-1 charge or any other funding provided under state or federal law, including but not limited to such fees authorized, imposed, and collected under the Act. The Board is authorized to make any request for funding from the Michigan Public Service Commission or State 911 Committee pursuant to the Act. Unless the Board directs otherwise, all operational surcharge funds shall be spent on the BCCD or Central Dispatch Operation, regardless of whether any other local unit or state agency files a notice of intent to serve as a PSAP and actually serves as a PSAP. The purpose of this provision is to recognize that the BCCD or Central Dispatch has the obligation to provide E-911 and shall be in a position to provide PSAP services regardless of any notice of intent filed by any other entity, and also to recognize that maximum public efficiency is to be achieved through consolidated dispatch.

² All rates are subject to annual review and Tariff Revision. Revenue projections and rates are based on lines as existed in 1995. The terms of certain rates and charges have expired, but are retained for informational purposes. The inclusion of these rates is not designed or intended to provide new or renewed authorization for these rates beyond their original term, and shall not be so construed.

In addition to the County operational surcharge, the Board by resolution may authorize the 9-1-1 Board to accept and, in its discretion, to expend the County's share of the State's 9-1-1 Charge revenue as provided under the Act and to expend such funds on equipment and services consistent with the Act. Otherwise, such discretion shall be exercised by the Board through resolution.

All service suppliers must collect the operational surcharge or 9-1-1 charge under the Act set by the Board through resolution or implementing ordinance from services suppliers located within the Service District and remit such funds as provided under the Act to the County. The Board may require that service suppliers furnish an accounting of all funds collected and charged, including an identification of the number of service users that it is billing within the District. Any service supplier who fails to collect such funds and timely remit them as provided in this Plan and Act or to provide the reasonable accounting required hereby may be enjoined by the County Circuit Court from providing communication services to service users within the Service District. The Board is authorized to sue such service supplier in the Circuit Court to obtain such injunctive relief and/or damage relief for the amount of uncollected or unremitted surcharge that the service supplier should have provided to the County.

In the event that millage and/or 911 operational surcharge revenues are insufficient to cover the costs of financing the Central Dispatch, the Board is authorized to negotiate fees for primary PSAP services rendered to public safety agencies and other emergency service providers dispatched by the Central Dispatch, and if such fees cannot be negotiated, to set them at reasonable and fair levels in relation to the estimated cost of the services actually delivered to the public or private safety agencies. Furthermore, consistent with substantive due process and equal protection standards, the Board is authorized to set a service user fee at reasonable and fair levels in relation to the estimated cost of the services actually delivered to the service user or on his or her behalf or on behalf of a person or entity receiving the benefit of the emergency public and/or private services. Nothing in this section shall be construed as authorizing a private or public safety agency, emergency medical service or wrecker service to assess or pass along any dispatch fee to any public safety agency or citizen. The Board may impose such fees through resolution or implementing ordinance, including authorization to the State of Michigan District Court system to collect such fees from the party adjudicated at fault for creating the emergency service condition through civil and criminal infraction proceedings. The Board may authorize the initiation of civil court proceedings to collect any such service user fee.

3) **Past Plans or Amendments**

These provisions are intended to modify, amend, supersede and replace any or all prior Plans or Plan Amendments. This Plan may be amended in any manner and at any time consistent with the Act. The Board shall give the Board at least 30 days advance written notice before approving any tentative Plan Amendment.

4) **Interpretation and Savings Clause**

The provisions of this Plan are designed to work in coordination with the Act and the Interlocal Agreement creating the BCCD. If there is any conflict between any provision in this Plan and the Act, the conflicting Plan provision shall be struck and the remainder of the Plan enforced without the conflicting provision. If there is any conflict between the provisions of this Plan and the Interlocal Agreement, the provisions of this Plan shall control.

EXECUTION AND ACKNOWLEDGEMENT

Date: _____

Roger Griner, Chairperson
Benzie Board of Commissioners

I, Dawn Olney, the Benzie County Clerk, hereby attest that the Benzie Board of Commissioners approved this Plan on _____, 2016, and authorized the Chairperson to execute it on its behalf, which occurred in my presence.

Date: _____

Dawn Olney, Benzie County Clerk

APPENDICES

Appendix #1	Notice of Intent to Function as a PSAP
Appendix #2	Service Suppliers and Public Entities
Appendix #3	List of Public Safety Agencies Serviced by the 911 Network, and Dispatch Methods

APPENDIX #1

NOTICE OF INTENT TO FUNCTION AS A PSAP

Pursuant to the provisions of the Emergency Telephone Service Enabling Act, Michigan Public Act 32 of 1986, as amended, each public safety agency has 45 days after receipt of this tentative 911 Service Plan to file with the County Clerk a Notice of Intent to Function as a PSAP. The notice shall be in substantially the following form:

NOTICE OF INTENT TO FUNCTION AS A PSAP

Pursuant to Section 307 of the Emergency Telephone Service Enabling Act, Benzie County Central Dispatch shall function as a PSAP within the 911 Service Plan to be adopted by resolution of the Benzie Board of Commissioners on _____.

_____ [Title]

_____ Clerk

APPENDIX #2

PUBLIC ENTITIES AND SERVICE SUPPLIERS WITHIN SERVICE PLAN

The following public entities exist in whole or in part with the County and, therefore, the service district created by this Plan:

TOWNSHIPS OF: Almira, Benzonia, Blaine, Colfax, Crystal Lake, Gilmore, Homestead, Inland, Joyfield, Lake, Platte and Weldon.

VILLAGES OF: Beulah, Benzonia, Honor, Elberta, Lake Ann and Thompsonville.

CITIES OF: Frankfort.

The following service suppliers as that term is used in the Act, operate within the Service District, using the following wire centers or operating in the following geographic area:

<u>Service Provider</u>	<u>Wire Center or Geographic Coverage</u>
123.Net	County of Benzie
8x8, Inc.	County of Benzie
Access Point Inc.	County of Benzie
ACE Telephone	County of Benzie
ACN Communications, Services Inc.	County of Benzie
Alltel Communications Wireless, LLC	County of Benzie
Any Bill Inc.	County of Benzie
AT & T Communications of Michigan, Inc.	County of Benzie
AT&T Corp.	County of Benzie
Bandwidth.com Inc.	County of Benzie
Birch Telecom, Inc.	County of Benzie
Boomerang Wireless LLC	County of Benzie
Bullseye Telecom Inc.	County of Benzie
CenturyLink	County of Benzie
CenturyTel of Michigan, Inc.	County of Benzie
Charter Advanced Services	County of Benzie
Clearwire US LLC	County of Benzie
ClearRate Communications, Inc.	County of Benzie
Consumer Cellular	County of Benzie
First Communications	County of Benzie
Granite Telecommunications LLC	County of Benzie
GreatCall Inc.	County of Benzie
Hughes Network System LLC	County of Benzie
LDMI	County of Benzie
Level 3 Communication LLC	County of Benzie
Lingo Inc.	County of Benzie

Matrix Telecom	County of Benzie
MCI Metro	County of Benzie
MetTel Metropolitan Communications	County of Benzie
Michigan Bell Telephone Company	County of Benzie
New Cingular Wireless PSC LLC	County of Benzie
New Par	County of Benzie
PNG Telecommunications, Inc.	County of Benzie
Ready Wireless LLC	County of Benzie
Sage	County of Benzie
Sprint Wireless	County of Benzie
Talk America, Inc.	County of Benzie
Telnet Worldwide, Inc.	County of Benzie
TING Inc.	County of Benzie
T-Mobile USA	County of Benzie
Verizon Wireless Personal Comm LP	County of Benzie
ViaSat Inc.	County of Benzie
Vonage	County of Benzie
Windstream Communications	County of Benzie
Working Assets Funding Service, Inc.	County of Benzie
XO Communications	County of Benzie
YMax Communications Corp	County of Benzie

APPENDIX #3

PSAP, PUBLIC SAFETY AGENCIES AND DISPATCH METHODS

Benzie County Central Dispatch PSAP

<u>PSAP Area:</u>	<u>Public Agency³</u>	<u>Dispatch</u>	<u>Phone Line</u>	<u>Backup PSAP⁴</u>
County of Benzie	Law Enforcement Michigan State Police	Direct		
County of Benzie	Benzie Co. Sheriff	Direct		
Geographic boundaries of entity	Frankfort PD	Direct		
Geographic boundaries of entity	National Park Service	Direct		
County of Benzie	Department of Natural Resources	Direct		
Geographic boundaries of entity	Fire Almira Township Fire Department	Direct		
Geographic boundaries of entity	Benzonia Township Fire Department	Direct		
Geographic boundaries of entity	Frankfort Fire Department	Direct		
Geographic boundaries of entity	Homestead Township Fire Department	Direct		
Geographic boundaries of entity	Inland Township Fire Department	Direct		
Geographic boundaries of entity	Thompsonville Fire Department	Direct		

³ Depending on reciprocal aid agreements, authorization by the identified public agency and/or emergencies, BCCD has the right and authority to dispatch directly, by transfer or by relay methods, public agencies that are outside of the District and not specifically identified in this Appendix.

⁴ This Plan anticipates that many neighboring 911 centers could serve as a backup, especially if NexGen is implemented. The Board will enter into reciprocal agreements to cover back up in the event of particular need.

County of Benzie	Ambulance Benzie County EMS	Direct		
County of Benzie	Almira Township EMS	Direct		
County of Benzie	Thompsonville EMS	Direct		
County of Benzie	Miscellaneous Benzie County Office of Emergency Management	Radio communication		

EMERGENCY SERVICES COMMUNICATION ORDINANCE
of
BENZIE COUNTY

Article 1--AUTHORITY

Michigan counties have been delegated the right to adopt ordinances enforcing policy decisions made by their county boards of commissioners on topics over which they have jurisdiction. See MCL §46.11 *et seq.* In addition, Public Act 32 of 1986, being MCL §484.1101 *et seq.*, as amended, ("911 Act") authorizes Benzie County ("County") to enact a E-911 Service Plan ("Plan") that establishes a Service District ("Service District") in which enhanced 911 ("E 911") is provided. The 911 Act's Section 303 requires that a Plan contain at least the following sections: technical, operational, management and fiscal provisions and considerations that require third party compliance. The Benzie County Plan also authorizes the Benzie County Board of Commissioners ("Board") to enact an ordinance to compel third parties to comply with the Plan's technical, operational, management and fiscal provisions and to enforce them.

Article 2--PURPOSE

The purpose of this Emergency Services Communication Ordinance ("Ordinance") is to fulfill the above-described responsibilities of the Board under the 911 Act.

The Board finds that the enactment of this Ordinance is necessary to protect the health, safety and well-being of the citizens of Benzie County. Specifically, the Board makes the following findings of fact supporting this Ordinance:

- 2.1 Prevention of false alarms, SWATTING, hacking, signal jamming, and dispatch call jumping is necessary to ensure that emergency services are efficiently delivered to the scene of a true emergency and are not wasted.
- 2.2 Prevention of unauthorized ambulance service is necessary to the service volume of ambulance runs essential to support the provision to the County of emergency medical service by Benzie County EMS.
- 2.3 Compelling all communication services to pay the emergency telephone operational charge is necessary to ensure that critical funding for the County's 911 System is provided.
- 2.4 Compelling all communication services to direct 911 calls from within the County to the chosen internet services provider will be necessary to facilitate the delivery of Next General 911 ("NG911") services.

Article 3--DEFINITIONS

In addition to the adoption of the terms and abbreviations included in 911 Act and the Plan which are incorporated by reference, the following terms shall have the meanings described in this Section, unless the context specifically indicates a different meaning:

- 3.1 **911 Center.** The Benzie County Central Dispatch Center, which is a department of the County.
- 3.2 **911 Director.** The Director of the Benzie County Central Dispatch .
- 3.3 **911 Call.** A communication, including texts, using a landline, cellular, digital or VOIP communications device that requests emergency police, fire or medical services through the 911 Center.
- 3.4 **911 Center.** The consolidated dispatch center or centers providing primary or secondary PSAP services to the County.
- 3.5 **911 System.** The technical and operational system created for the delivery of 911 Calls within the County through the Plan.
- 3.6 **Ambulance Service.** An emergency or nonemergency medical transport services licensed under Public Act 179 of 1990, being MCL §333.20901 *et. seq.*
- 3.7 **Automatic Call.** An automated telephone, cellular, VOIP or digital 911 communication to the 911 Center without manual direction by an individual.
- 3.8 **Board.** The Benzie County Board of Commissioners.
- 3.9 **County.** Benzie County.
- 3.10 **NextGen911.** The delivery of 911 calls from landline, cellular, digital and VOIP communication services to the 911 Center through internet, fiber optic or other digital lines.
- 3.11 **Ordinance.** Emergency Services Communication Ordinance of Benzie County.
- 3.12 **Person.** Any individual, local unit of government, company, corporation, partnership, limited liability company or other legal entity acting within the County.
- 3.13 **Plan.** The Benzie County Emergency Telephone Service District Final Plan and

its updates or amendments prepared under the requirements of the 911 Act.

- 3.14 **Sheriff.** Includes the elected Sheriff of Benzie County and any of his or her authorized and sworn deputies.
- 3.15 **SWATTING.** The act the act of tricking an emergency service (via such means as hoaxing an emergency services dispatcher) into dispatching an emergency services provider based on the false report of an on-going critical incident

Article 4--ADMINISTRATION AND ENFORCEMENT

- 4.1 **Administration.** The Board and 911 Director in accordance with 911 Act and the Plan shall administer the provisions of this Ordinance.

The Board and/or 911 Director may seek, through the offices of the County Sheriff and Prosecutor, criminal action against any alleged violator of this Ordinance, and/or through the County's civil counsel, a civil injunctive or damage action.

The 911 Director shall have the primary responsibility for the administration and enforcement of this Ordinance; and may recommend to the Board, for its approval, rules and guidelines to assist the Board, 911 Director and/or Sheriff in administering and enforcing this Ordinance.

- 4.2 **Duties of the Board:**

- 4.2.1 Oversee the 911 Director's enforcement of the Ordinance.

- 4.2.2 Approve agreements consistent with the Plan.

- 4.2.3 Employ attorneys or other enforcement officers to assist the 911 Director in the enforcement of the Plan and Ordinance.

- 4.3 **Duties of the 911 Director relative to the Ordinance:**

- 4.3.1 Provide recommendations to the Board.

- 4.4.2 Complete the activities necessary to implement, administer and enforce the Plan and this Ordinance including but not limited to:

- a - Annually evaluate the progress in accomplishing the technical, operational, management and fiscal considerations in the Plan;

b - Develop a database that accurately reflects emergency service calls and dispatch statistics under the Plan;

c - Work with local units of government, emergency service providers to enhance the emergency services provided under the Plan and throughout the County, including but not limited to the emergency services communication infrastructure;

d - Develop and recommend for Board approval County policies for procurement of additional 911 infrastructure equipment and facilities;

e - Develop and implement public information efforts aimed at individuals, industries, institutions, commercial establishments and other units of government regarding the 911 System within the County;

f. – Request the assistance of the Benzie County Prosecutor, Civil Counsel and/or Benzie County Sheriff's Office to work with the 911 Director on Ordinance enforcement activities.

h – Request the Sheriff to issue appearance tickets or appearance summons to alleged violators of this Ordinance.

4.5 **ENFORCEMENT**

The 911 Director, under the direction of the Board, shall enforce the provisions of the Plan and this Ordinance and may request assistance from the Benzie County Sheriff's Office, Benzie County Prosecutor and/or Benzie Civil Counsel.

4.5.1 **Investigation.** Within ten days of receipt of a signed, written complaint by the 911 Director alleging a violation of this Ordinance, the Sheriff shall begin an investigation.

4.5.2 **Appearance Ticket:** If the Sheriff determines that there is probable cause that this Ordinance has been violated, the Sheriff is authorized to issue and serve an Appearance Ticket upon a Person allegedly violating the Plan or this Ordinance.

4.5.3 **Civil and Criminal Penalties:** Any Person violating any of the provisions of this Ordinance for the first time shall be guilty of a civil infraction, subject to a maximum of a \$100.00 civil fine and to an injunctive order regarding inspection and maintenance. A

failure to cure the violation within 30 days after being found liable for a civil infraction shall expose the person to a second infraction of the Ordinance. Any Person charged with violating any of the provisions of this Ordinance for a second time or more, regardless of whether the infraction is due to a failure to cure or is a separate incident, may also be charged with a misdemeanor and if found guilty, may be subject to a fine of not more than \$500.00 or imprisonment in the county jail for a period not to exceed 90 days, or both such fine and imprisonment. Each day that a violation continues to exist shall constitute a separate violation of this Ordinance.

In addition to the imposition of the foregoing fines, penalties and other legal and equitable remedies, the court may enjoin the actions that are producing continued violations of this Ordinance.

- 4.5.4 **Audit and Attestation.** The 911 Director is authorized and empowered by this Ordinance to demand that any communication service provider doing business within Benzie County sign an affidavit under oath attesting that they have reviewed company records and all customers with addresses in the County have been billed the County's emergency telephone service operational charge and all such revenues, except for legally authorized retentions, have been remitted to the County and/or 911 Authority over a certain period identified by the 911 Director but not more than a year. Any such communication service provider must allow the 911 Director or an authorized agent access to its records to verify this attestation.

Article 5—911 SYSTEM RESTRICTIONS

- 5.1 No Person shall install or operate an alarm system that enables or places an Automatic Call.
- 5.2 No Person shall intentionally place a 911 Call that falsely reports the need for emergency police, fire or medical services.
- 5.3 No Person shall engage in SWATTING within the County or to a 911 Center.
- 5.4 No Person shall jam, interfere, or otherwise block or impede the ability of a Person to make a 911 Call.
- 5.5 No Person shall request, operate or provide ambulance service within the County

that has not been approved by the Board and the Medical Control Authority through contract or resolution.

- 5.6 No Person shall operate a communication service within the County without charging and remitting the emergency telephone operational charge approved by the Board to the County or the 911 Authority at the Board's discretion.
- 5.7 No Person shall operate a communication service within the County without directing all 911 calls from within the County to the internet services provider chosen by the 911 Authority to facilitate the delivery of NG911 services.

Any Person who violates one of the above prohibitions shall be subject to the civil and criminal provisions of Art. 4.5.3.

Article 6--SEVERABILITY CLAUSE

The Ordinance and the various articles, sections and clauses thereof, are hereby declared to be severable. In any part, sentence, paragraph, section, clause or work is adjudged unconstitutional or invalid for any reason, by any Court of competent jurisdiction, such invalidity shall not affect the remaining portions of applications of this Ordinance which can be given effect with out the invalid portion or application, provided such remaining portions are not determined by the Court to be inoperable.

ORDINANCE ADOPTED: _____, 2016

ORDINANCE EFFECTIVE: _____, 2016

Roger Griner, Chairperson,
Benzie County Board of Commissioners

Dawn Olney, Benzie County Clerk

BUDGET AMENDMENT REQUEST

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

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

DATE: 7/12/2016

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

Account to be Increased:

Line Number	Account Name	Amount
101 253 699.06	Transfer from 532	5,800.00
101 253 687.00	Refunds/Rebates	4,800.00
Total \$		<u>10,600.00</u>

Account to be Increased:

Line Number	Account Name	Amount
101 265 939.00	Capital Equip and Repairs	10,600.00
Total		<u>10,600.00</u>

SIGNED: [Signature]

Human Resources (HR) Report

Committee Appointments

ACTION ITEMS

STATE OF MICHIGAN

COUNTY OF BENZIE

RESOLUTION

At a regular meeting of the Benzie County Board of Commissioners held in the ~~Village of Benzie~~, Michigan on February __, 2016, at _____.m.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS, Benzie County ("County") has adopted a Final 911 Service Plan ("Plan") pursuant to the Emergency Telephone Service Enabling Act, 1986 PA 32, as amended ("Act");

WHEREAS, Benzie County has amended the Plan at least once without republishing the entire plan so that ascertaining the language of the current Plan is currently difficult to do;

WHEREAS, the Act requires the Plan to accurately identify all public service answering points ("PSAPs") for all 911 calls in the County;

WHEREAS, the County is preparing to transition from landline trunks to internet connections for the delivery of 911 calls to the PSAP. This transition, called "NextGen 911," holds the prospect for dramatically increasing the amount of useful information that can be transmitted to the PSAP regarding the emergency or individuals involved in the emergency that precipitated the 911 call;

WHEREAS, the attached Plan attached hereto as Exhibit A accomplishes the following purposes that are in the best interests of the Benzie County public:

- (A.) Republishes the Plan to reflect prior amendments, so that the entire Plan is in one document, not many;
- (B.) Facilitates consolidated dispatch throughout the County by establishing and promoting the development of the Benzie County Central Dispatch Department;
- (C.) Streamlines the process for updating service supplier and public agency information;

- (D.) Obligates service suppliers to use the IP address and internet provider that the Benzie County Central Dispatch Authority designates for NextGen 911 service.

WHEREAS, the Board finds that protecting the Benzie County Central Dispatch is necessary to maximize economies of scale and therefore tax dollar efficiency and that such efficiencies will be necessary to achieve the full and complete benefits of NextGen 911 that will improve 911 services to the residents of Benzie County, including but not limited to the ability of the Benzie County Central Dispatch Center to receive text 911 calls;

NOW, THEREFORE, BE IT RESOLVED that the Plan attached as Exhibit A is tentatively adopted by the Board of Commissioners;

BE IT FURTHER RESOLVED that A final hearing on this Plan and Amendments is set for _____, 2016, at __m, at the County Administrative Building and the County Clerk is directed to send a copy of this Plan and Amendments to all local units and public agencies and to otherwise make the required postings under the Act.

YEAS: _____

NAYS: _____

RESOLUTION ADOPTED

Roger Griner, Chairperson
Benzie County Board of Commissioners

Dawn Olney, Benzie County Clerk

**AGREEMENT FOR ACKNOWLEDGMENT OF DEFAULT
AND TEMPORARY ABEYANCE OF FORECLOSURE**

This Agreement for Acknowledgment of Default and Temporary Abeyance of Foreclosure is made as of this __ of July, 2016 (the "Effective Date") between Carol Susan Fisk ("Borrower") and Benzie County, Michigan ("Lender").

RECITALS

- A. The Borrower is indebted to the Lender under that certain Mortgage Note ("Note") dated August 15, 2009 in the original principal amount of \$23,634.71.
- B. The Loan evidenced by the Note was made by Lender to the Borrower for the purpose of rehabilitation of a home located at 1651 Buena Road, Frankfort, Michigan 49635 ("Property").
- C. As collateral for the Note, the Borrower has granted to the Lender a Mortgage ("Mortgage"), dated March 16, 2009, between the Borrower and Lender.
- D. The loan was to be paid within 45 days of the happening of any one of several listed events, among which being the Borrower ceasing to use the Property as her primary residence.
- E. The Borrower ceased to use the property as her primary residence at least as early as 2011. More than 45 days have passed since this time, and the Borrower is therefore in default of the Note, and has been in such default since that time.
- F. The Lender has the present right to foreclose the Mortgage and recover the sums loaned to the Borrower without any further notice to the Borrower
- G. The Borrower has asked the Lender to hold any foreclosure in abeyance until she can sell the property covered by the Mortgage, said property currently being listed for sale.
- H. The Lender has accrued legal fees as a result of this default, for which it is entitled to reimbursement per the default terms of the Note and Mortgage
- I. The Lender is willing to temporarily forebear in pursuing its default remedy of foreclosure on the terms set forth in this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Acknowledgment, the parties agree as follows:

- 1. The Borrower acknowledges that she is in default under the terms of the Note.
- 2. The Borrower acknowledges that, as a result of the her default, Lender has the unfettered option to declare the indebtedness evidenced by the Note to be due and payable forthwith. The borrower further acknowledges that the principal balance owed on the Note as of the date of this Agreement, is \$23,634.71.
- 3. In addition to the above principal balance, the Lender has incurred, and will continue to incur, costs and legal expenses as a result of the Borrower's default under the Note, which costs and legal expenses are, in accordance with the terms of the Note, due and payable by the Borrower.
- 4. The Lender retains the right to foreclosure, but agrees to a temporary abeyance of foreclosure for a period of __ days in order to provide the Borrower the

opportunity to repay the debt owed, including attorney fees accrued by the Lender, through a voluntary sale of the Property.

5. The Borrower is currently receiving rental income from the Property; in return for the Lender's promise to abeyance of foreclosure, the Borrower agrees that _____ will be added to the balance owing on the _____ of each month, beginning on _____.
6. After said __ days, the abeyance of foreclosure will expire, and the Lender will be free to pursue all remedies as detailed in the Note and Mortgage.

BORROWER

Dated: _____

Carol Susan Fisk

LENDER

Date: _____

Roger Griner, Chairperson
Benzie County Board of Commissioners

Date: _____

Dawn Olney, Clerk
Benzie County Board of Commissioners

JOURNAL ENTRY REQUEST

This form is to adjust the General Ledger postings that have already been posted. This change will correct, for example, deposits put into incorrect accounts, or checks written out of incorrect accts.

Submit this form with document support to the County Treasurer's office for entry.

TODAY'S DATE:

7/20/2016

Date for Adjustment: 9/30/2015

(when was the error posted?)

Request to adjust the 2014/2015 General Ledger for the following:

Account to be Increased:

Line Number	Account Name	Amount
101 966.999.10	transfer to jail	6,650.00

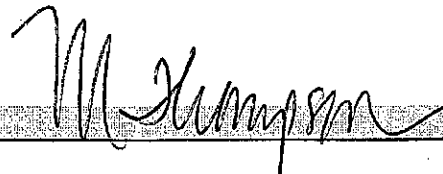
Total \$ 6,650.00

Account to be Decreased:

Line Number	Account Name	Amount
213 351 699.00	transfer in from 101	6,650.00

Total \$ 6,650.00

SIGNED:



See letter from Dept of Treasury
#d letter
Email w/ auditor

RECEIVED

JUL 21 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Michelle Thompson

From: Ken Talsma <ken@antack.com>
Sent: Tuesday, July 19, 2016 7:36 AM
To: Michelle Thompson
Cc: Mitch Deisch
Subject: RE: Deficit Elimination plan for 213 Jail Op fund

Hi Shelley,
We did not disclose a deficit in the audit as we did not interpret treasury's numbered letter as they are now describing. We thought as long as the total of the assigned, restricted and committed fund balance was positive there wasn't a deficit. I haven't ever seen the State it treat this way before.

Let me know if we can help in anyway.
Ken

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-----Original Message-----

From: Michelle Thompson [mailto:MThompson@benzieco.net]
Sent: Monday, July 18, 2016 12:33 PM
To: Ken Talsma <ken@antack.com>
Cc: Mitch Deisch <MDeisch@benzieco.net>
Subject: Deficit Elimination plan for 213 Jail Op fund

RECEIVED

JUL 21 2016

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

Ken:

I was surprised to find that we had a deficit in our budget for last year, as noted by the letter from the Dept of Treasury. Were you aware?

I would think that you/your team should have made me/us aware of this fact during the audit. After reading the attached Letter 2014-1, it tells me that the prepaid tax/insurance line is not supposed to be used in the calculation of FB, as it relates to a deficit. I was not aware of that. I am now.

I am proposing that we transfer \$6,650 from the Gen Fund to the Jail Fund, and show them the budget amendment and the journal entry completing the transaction.

Let me know if you concur.

Shelley

Michelle Thompson

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

-----Original Message-----

From: sharp@benzieco.net [mailto:sharp@benzieco.net] On Behalf Of sharp@
Sent: Monday, July 18, 2016 1:01 PM
To: Michelle Thompson <MThompson@benzieco.net>
Subject: Scanned image from DPS MX-M550N

DEVICE NAME: Treasurer
DEVICE MODEL: MX-M550N
LOCATION: Treasurer

FILE FORMAT: PDF MMR(G4)
RESOLUTION: 300dpi x 300dpi

Attached file is scanned image in PDF format.

Use Acrobat(R)Reader4.0 or later version, or Adobe(R)Reader(TM) of Adobe Systems Incorporated to view the document.

Acrobat(R)Reader4.0 or later version, or Adobe(R)Reader(TM) can be downloaded from the following URL:

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<http://www.adobe.com/>

Michelle Thompson

From: Ken Talsma <ken@antack.com>
Sent: Tuesday, July 19, 2016 10:03 AM
To: Michelle Thompson
Subject: RE: Deficit Elimination plan for 213 Jail Op fund

Shelley,
Yes I concur with your plan.

Ken

CONFIDENTIALITY STATEMENT:

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Cc: Mitch Deisch <MDeisch@benzieco.net>
Subject: Deficit Elimination plan for 213 Jail Op fund

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Michelle Thompson

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Sent: Monday, July 18, 2016 1:01 PM
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<http://www.adobe.com/>



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RICK SNYDER
GOVERNOR

NICK A. KHOURI
STATE TREASURER

**NOTICE OF INTENT TO
WITHHOLD STATE PAYMENTS**
Municode: 10-0-000

July 13, 2016

Clerk
County of Benzie
Government Center
448 Court Place
Beulah, Michigan 49617

RECEIVED

JUL 18 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Dear County Clerk:

The Glenn Steil State Revenue Sharing Act of 1971, Public Act 140 of 1971, Section 21(2) states that units of local government (local units) that end their fiscal year in a deficit condition shall formulate a deficit elimination plan. Any assessment of a local unit's deficit condition should be made using the guidelines provided in Numbered Letter 2014-1

The Local Government Financial Services Division received an audit report from your local unit for the fiscal year ending 2015, which indicates a deficit in one or more funds as follows:

<u>FUND</u>	<u>AMOUNT</u>	<u>AUDITED FINANCIAL STATEMENTS 9/30/15</u>
Jail Operations	\$6,645	Unrestricted Deficit, Page 12

If a deficit exists in the General Fund, the General Fund plan should include a monthly breakdown of revenues and expenditures for the first two years of the projection and annual detail for the remaining years. For example, a five-year plan would show monthly detail for 24 months, and annual detail for the remaining three years. When a revised plan is submitted in the subsequent year, it would include a monthly breakdown for two years and an annual breakdown for the remaining two years. The monthly breakdown shall be for actual revenue and expenditures expected that month. For example, property taxes should be included in the months the taxes are projected to be actually collected. It shall not be merely the annual revenue and expenditures divided by 12 months. This will allow for a more meaningful picture of how the municipality is progressing on a monthly basis.

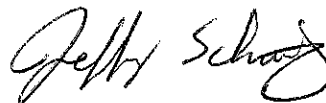
Please submit a deficit elimination plan to Treas_MunicipalFinance@Michigan.gov for all funds listed above within 30 days from the date of this letter. Should a plan not be filed within 30 days, we may withhold 25% of the local unit's State Incentive Payments or payments issued under Public Act 140 of 1971, the Glenn Steil State Revenue Sharing Act of 1971. Once withheld, payments

County of Benzie
Page 2
July 13, 2016

are not released when a plan has been *filed*, but when a plan has been *evaluated and certified* by Treasury.

After receiving your plan, we will notify you by email if additional information is needed or that your plan has been certified. If you have any questions or concerns, please do not hesitate to contact us at (517) 373-3227 or Treas_MunicipalFinance@Michigan.gov.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jeffrey Schwartz".

Jeffrey Schwartz, Auditor
Local Government Financial Services Division

c: County Treasurer



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

R. KEVIN CLINTON
STATE TREASURER

NUMBERED LETTER 2014-1

DEFICIT ELIMINATION PLANS

Issued By: Local Audit and Finance Division, Bureau of Local Government Services

Issue Date: May 1, 2014

2014-1 This numbered letter repeals numbered letter 2012-1, and further clarifies when a deficit elimination plan is required and how to determine the amount of deficit to be eliminated. Significant changes since numbered letter 2012-1 include the calculation of current liabilities and certain situations where deferred inflows of resources minus taxes and special assessments receivable may offset the deficit.

The Glenn Steil State Revenue Sharing Act of 1971, Public Act 140 of 1971, Section 21(2), states that units of local government (local units) who end their fiscal year in a deficit condition shall formulate a deficit elimination plan (plan). Any assessment of a local unit's deficit condition should be made at the fund level of reporting, not at the government-wide level. The plan shall be filed with the Department of Treasury (Treasury) for evaluation and certification. Primary local units are responsible for filing the plans of discretely presented component units.

Determining a Deficit for Governmental Funds (Modified Accrual)

For all governmental funds (not proprietary funds, fiduciary funds, or discretely presented component units), a plan is necessary to eliminate most "unrestricted fund balance" deficits. For governmental funds other than the General Fund, if the "deferred inflows of resources minus taxes and special assessments receivable" is greater than the "unrestricted fund balance", no plan is necessary. Unrestricted fund balance is the sum of the Committed, Assigned, and Unassigned balances. An unrestricted fund balance deficit exists when the local unit does not have sufficient resources available to cover the deficit. This occurs when the sum of the Nonspendable and Restricted fund balances is greater than the total fund balance. Resources available to cover the deficit includes assets that are not restricted by federal, state, or local laws, regulatory authorities, bond covenants, contractual agreements, or other legal constraints. Therefore, when funds have a total fund balance surplus and an unrestricted fund balance deficit, sufficient unrestricted resources do not exist to eliminate the deficit.

Determining a Deficit for Proprietary Funds, Fiduciary Funds, and Discretely Presented Component Units (Full Accrual)

Various methods have been used to determine the amount of a deficit in a proprietary fund, fiduciary fund, or a discretely presented component unit. For purposes of uniformity among all units of local government, effective immediately, Treasury will define a deficit as stated below. Local units will be expected to apply the same test to determine if a deficit elimination plan is necessary.

Proprietary Fund, Fiduciary Fund, and Discretely Presented Component Unit Deficit Test

Step 1: Does the “unrestricted net position” or “total net position” have a deficit? If both are “no”, no plan is necessary. If one is “yes”, is the “deferred inflows of resources minus taxes and special assessments receivable” greater than either deficit? If “yes”, no plan is necessary. If “no”, proceed to Step 2.

Step 2: Calculate current assets minus current liabilities. For this calculation, current liabilities should not include the current portion of long-term obligations. If the answer is positive, no plan is necessary. If the answer is negative, proceed to Step 3.

Step 3: Compare A) the larger deficit between the “unrestricted net position” and the “total net position”, and B) current assets minus current liabilities.

Step 4: Submit a plan to eliminate the smaller deficit between A and B.

Example 1

Unrestricted Net Position = (430,000), Total Net Position = 1,800,000

Deferred Inflows of Resources minus Taxes and Special Assessments Receivable = 150,000

Current Assets = 75,000, Current Liabilities = 60,000

Step 1: Unrestricted Net Position has a deficit > Deferred Inflows of Resources minus Taxes and Special Assessments Receivable. Proceed to Step 2.

Step 2: $75,000 - 60,000 = 15,000$. Answer is positive. No plan is necessary.

Step 3: Not Applicable

Step 4: Not Applicable

Example 2

Unrestricted Net Position = (430,000), Total Net Position = 1,800,000

Deferred Inflows of Resources minus Taxes and Special Assessments Receivable = 150,000

Current Assets = 75,000, Current Liabilities = 510,000

Step 1: Unrestricted Net Position has a deficit > Deferred Inflows of Resources minus Taxes and Special Assessments Receivable. Proceed to Step 2.

Step 2: $75,000 - 510,000 = (435,000)$. Answer is negative. Proceed to Step 3

Step 3: A (430,000) or 1,800,000, B (435,000)

Step 4: A is a smaller deficit than B. Submit a plan to eliminate the (430,000) unrestricted net position deficit.

Example 3

Unrestricted Net Position = (430,000), Total Net Position = 1,800,000
Deferred Inflows of Resources minus Taxes and Special Assessments Receivable = 150,000
Current Assets = 75,000, Current Liabilities = 200,000
Step 1: Unrestricted Net Position has a deficit > Deferred Inflows of Resources minus Taxes and Special Assessments Receivable. Proceed to Step 2.
Step 2: $75,000 - 200,000 = (125,000)$. Answer is negative. Proceed to Step 3.
Step 3: A **(430,000)** or 1,800,000, B (125,000)
Step 4: B is a smaller deficit than A. Submit a plan to eliminate the (125,000) difference between current assets and current liabilities.

Example 4

Unrestricted Net Position = (430,000), Total Net Position = (1,500,000)
Deferred Inflows of Resources minus Taxes and Special Assessments Receivable = 150,000
Current Assets = 75,000, Current Liabilities = 510,000
Step 1: Unrestricted Net Position and Total Net Position have a deficit > Deferred Inflows of Resources minus Taxes and Special Assessments Receivable. Proceed to Step 2.
Step 2: $75,000 - 510,000 = (435,000)$. Answer is negative. Proceed to Step 3.
Step 3: A (430,000) or **(1,500,000)**, B (435,000)
Step 4: B is a smaller deficit than A. Submit a plan to eliminate the (435,000) difference between current assets and current liabilities.

Example 5

Unrestricted Net Position = (430,000), Total Net Position = (450,000)
Deferred Inflows of Resources minus Taxes and Special Assessments Receivable = 150,000
Current Assets = 75,000, Current Liabilities = 610,000
Step 1: Unrestricted Net Position and Total Net Position have a deficit > Deferred Inflows of Resources minus Taxes and Special Assessments Receivable. Proceed to Step 2.
Step 2: $75,000 - 610,000 = (535,000)$. Answer is negative. Proceed to Step 3.
Step 3: A (430,000) or **(450,000)**, B (535,000)
Step 4: A is a smaller deficit than B. Submit a plan to eliminate the (450,000) total net position deficit.

Example 6

Unrestricted Net Position = (470,000), Total Net Position = (450,000)
Deferred Inflows of Resources minus Taxes and Special Assessments Receivable = 150,000
Current Assets = 75,000, Current Liabilities = 610,000
Step 1: Unrestricted Net Position and Total Net Position have a deficit > Deferred Inflows of Resources minus Taxes and Special Assessments Receivable. Proceed to Step 2.
Step 2: $75,000 - 610,000 = (535,000)$. Answer is negative. Proceed to Step 3.
Step 3: A **(470,000)** or (450,000), B (535,000)
Step 4: A is a smaller deficit than B. Submit a plan to eliminate the (470,000) unrestricted net position deficit.

Example 7

Unrestricted Net Position = (130,000), Total Net Position = 1,800,000

Deferred Inflows of Resources minus Taxes and Special Assessments Receivable = 150,000

Current Assets = 55,000, Current Liabilities = 60,000

Step 1: Unrestricted Net Position has a deficit < Deferred Inflows of Resources minus Taxes and Special Assessments Receivable. No plan is necessary.

Step 2: Not Applicable

Step 3: Not Applicable

Step 4: Not Applicable

Local units whose only deficit is for a proprietary fund, fiduciary fund, or discretely presented component unit where it has been determined a plan is not necessary should select "Yes" to question #2 on their Auditing Procedures Report (Form 496).

Filing Requirements

It is the position of Treasury that a reasonable plan to eliminate a deficit condition is vital to the fiscal well-being of a local unit as is early implementation of that plan. Therefore, local units should not wait until Treasury sends a request letter for a deficit elimination plan to develop one. By providing better guidance on what constitutes a deficit, it is the expectation of Treasury that a local unit will submit a plan as soon as possible after the close of its fiscal year end. A plan should be filed prior to or concurrent with the submission of the local unit's audit report to Treasury.

A plan generally should be for one year, but in no case longer than five years. Local units with multiple year plans that do not meet their subsequent year deficit projections must submit a revised plan that adheres to the time frame that was originally certified, not to exceed five years. The continued certification of a plan may be contingent on the filing of monthly or quarterly update reports with Treasury, as deemed necessary. Plans and acceptable evidence (defined below) can be emailed to Treas_MunicipalFinance@michigan.gov or to the postal address provided. If a plan has been sent via email, it is not necessary to also send a copy via postal mail.

Acceptable Evidence to Support a Plan

- Certified copies of board/council resolutions (describing funds and amounts) approving additional appropriations sufficient to eliminate the deficit and a copy of the journal entry that shows that the transfer has been made or a trial balance.
- Projected budget approved by the legislative body as evidenced by a certified resolution itemizing yearly revenues by source, expenditures/expenses by activity, and changes in the fund balance/retained earnings through the year of the deficit's eventual elimination. There is a five-year limit for an approved plan; the plan must be amended if the deficit increases or the plan is not otherwise followed.

Failure to Submit an Acceptable Plan

Should a plan not voluntarily be submitted, Treasury will no longer "request" a plan. The local unit will be sent, via U.S. Postal Service, a Notice of Intent to Withhold State Payments. The local unit will have 30 days from the date of the notice to file a plan. Should a plan not be filed within 30 days, we will withhold 25% of the local unit's State Incentive Payments or payments issued under Public Act 140 of 1971, the Glenn Steil State Revenue Sharing Act of 1971. Once withheld, payments are released not when a plan has been filed, but when a plan has been evaluated and certified by Treasury.

If you have any questions, please contact our office.

Michigan Department of Treasury
Local Audit and Finance Division
P.O. Box 30728
Lansing, MI 48909
517-373-3227

Maridee Cutler

From: Paul Anker <panker@abilita.com>
Sent: Wednesday, July 20, 2016 8:56 AM
To: Maridee Cutler
Cc: Jack Tylus (jt5824@att.com); Dan Aylward
Subject: FW: AT&T Contract Ready for Your eSignature
Attachments: Benzie County Centrex 0038.docx; Benzie County Centrex 0047.docx; Benzie County Centrex 4400.docx; Benzie County Centrex 9505.docx; Benzie County Centrex 9671.docx; Centrex_Plexard ETF_waiver_amend 092214.doc; AT&T Fiber Broadband Bundle Express Agreement_Contract_ID_4834526_v1.pdf; Benzie County Completelink.doc

Importance: High

Maridee:

Following up on my voice mail. These are the appropriate AT&T agreements.

Centrex:

Unfortunately, there are 5 Centrex agreements because of your different accounts

Standard phone lines

The CompleteLink contract provides protection on these lines from going off contract.

Waiver Amendment

This protects the county from Early Termination Fees when you transition from Centrex to a PRI (AT&T's product is the IP Flex, which is on the Fiber Broadband agreement)

Fiber Broadband agreement

Once the new phone system is in place, this will provide Direct Dialing (DID) and all incoming/outgoing service to the Government Center (other than some miscellaneous lines that may be used for things like alarm lines, possibly fax lines until they switch to DID, other locations, etc.

We may need to implement another long distance solution in the interim until the AT&T Fiber agreement goes into place.

Let's discuss when you have a minute

Paul

Paul Anker

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

www.abilita.com/panker

RECEIVED

JUL 21 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Benzie County 3 year 88 station Centrex QQ

AT&T CENTREX SERVICE
Quick Quote
MICHIGAN

BENZIE COUNTY
36

Date: 07/21/16
Contract Period:
Total # Lines: 88

Salesperson: RICK LESTER
Phone: - -

INSTALLATION CHARGES WAIVED FOR RENEWALS

USOC	LINE ITEM	QTY	EACH
TOTAL			
1. CYA2X SERVICE ESTABLISHMENT CHARGE - 51-100 LINE		1	\$400.00
\$400.00			
2. +++++ LINE CONNECTION CHARGE		88	\$75.00
\$6,600.00			
TOTAL INSTALLATION CHARGES:			
\$7,000.00			

MONTHLY CHARGES

USOC	LINE ITEM	QTY	EACH
TOTAL			
1. CYA2X SERVICE ESTABLISHMENT CHARGE - 51-100 LINE		1	\$20.00
\$20.00			
2. SXP++ NETWORK ACCESS / STF - 1-25 LINES - AREA C		25	\$12.81
\$320.25			
3. SXP++ NETWORK ACCESS / STF - 26-199 LINES - AREA C		63	\$8.93
\$562.59			
4. NUM STANDARD FEATURE CENTREX STATION - 50+ COMMIT		88	\$2.62
\$230.56			
5. 9ZR FEDERAL ACCESS CHARGE		88	\$5.44
\$478.72			
6. 9PZLX FEDERAL UNIVERSAL SERVICE FEE		88	\$0.17
\$14.96			
TOTAL MONTHLY CHARGES:			
\$1,627.08			

NOTE: APPLICABLE TAXES, TECHNICIAN PREMISES VISIT CHARGE (\$85.00), AND LABOR AND MAINTENANCE CHARGES (APPX. \$100.00 PER HOUR/NON-PREMIUM TIME) NOT INCLUDED IN QUOTE.

THIS QUOTE DOES NOT CONSTITUTE A BINDING CONTRACT AND IS VALID FOR 30 DAYS FROM DATE OF QUOTE.



AT&T ILEC CENTREX SERVICE
Pricing Schedule

AT&T MA Reference No. 201004160351

Customer	AT&T
Benzie County Street Address: 448 Court Pl City: Beulah State/Province: MI Zip Code: 49617 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary Contact AT&T
Name: Maridee Cutler Title: Deputy County Administrator Street Address: 448 Court Place City: Beulah State/Province: MI Zip Code: 49617 Country: USA Telephone: 231-882-0035 Fax: 231-882-7072 Email: mcutler@benzieco.net Customer Account Number or Master Account Number: 2318829671	Name: Jack Tylus Street Address: 502 Beach St City: Flint State/Province: MI Zip Code: 48502 Country: USA Telephone: 810-513-3747 Fax: Email: jt5824@att.com Sales/Branch Manager: Miles Olson SCVP Name: Dino Perone Sales Strata: LG Sales Region: MW <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: Roger Griner	Printed or Typed Name:
Title: County Board of Commissioners - Chairman	Title:
Date:	Date:

**AT&T ILEC CENTREX SERVICE
Pricing Schedule**

1. SERVICE, SERVICE PUBLICATION and SERVICE PROVIDER(S)

Service	Centrex Service
Service Provider	The Michigan Bell Telephone Company d/b/a AT&T Michigan
Service Publications	AT&T Michigan Guidebook: http://www.att.com/gen/public-affairs?pid=9700

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	<input type="checkbox"/> 12 months; No Line Commitment <input type="checkbox"/> 24 months; No Line Commitment <input checked="" type="checkbox"/> 36 months; Line Commitment: 2 lines*
Pricing Schedule Term Start Date	Pricing Schedule Effective Date
Effective Date of Rates and Discounts	Pricing Schedule Term Start Date.
Rates following the end of Pricing Schedule Term	Applicable month-to-month Service Publication rates
If the number of lines billed in a month is fewer than the Line Commitment, Customer shall pay: Under Utilization Charge = contracted monthly Centrex Line price x (Line Commitment quantity – actual lines billed).	

3. EARLY TERMINATION OF PRICING SCHEDULE

Early Termination Fee	
If Pricing Schedule is terminated before end of Pricing Schedule Term, Customer shall pay: Early Termination Fee = 80% of the Line Commitment x the Monthly Recurring Rate* x the number of remaining months in the Pricing Schedule Term x 50%.	
* "Monthly Recurring Rate" is the sum of Central Local Loop monthly rate and the Intercom monthly rate.	

4. LOCATION OF SERVICE

Service Location (if different than Customer address):

5. RATES AND CHARGES

Total Lines Ordered:	71
Rates:	Applicable Service Publication rates on Effective Date for selected Term
Rate Stabilization:	The Monthly Recurring Rate, and the Optional Feature/Optional Line Feature rates as shown for 36 and 60 month Term Payment Plans in the Service Publication, may vary during the Pricing Schedule Term, but will not exceed applicable rates on the Effective Date.

For Internal use only	
Billing Telephone Number for Existing service, if applicable:	(231) 882 – 9671
Program Code:	
Order Type:	<input type="checkbox"/> New Install <input type="checkbox"/> Conversion from Month-to-Month <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Recast

End of Document

**AT&T ILEC CENTREX SERVICE****Pricing Schedule**AT&T MA Reference No. 201004160351

Customer	AT&T
Benzie County Street Address: 448 Court Pl City: Beulah State/Province: MI Zip Code: 49617 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary Contact AT&T
Name: Maridee Cutler Title: Deputy County Administrator Street Address: 448 Court Place City: Beulah State/Province: MI Zip Code: 49617 Country: USA Telephone: 231-882-0035 Fax: 231-882-7072 Email: mcutler@benzieco.net Customer Account Number or Master Account Number: 2318829505	Name: Jack Tylus Street Address: 502 Beach St City: Flint State/Province: MI Zip Code: 48502 Country: USA Telephone: 810-513-3747 Fax: Email: jt5824@att.com Sales/Branch Manager: Miles Olson SCVP Name: Dino Perone Sales Strata: LG Sales Region: MW <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: Roger Griner	Printed or Typed Name:
Title: Board of Commissioners - Chairman	Title:
Date:	Date:

**AT&T ILEC CENTREX SERVICE
Pricing Schedule**

1. SERVICE, SERVICE PUBLICATION and SERVICE PROVIDER(S)

Service	Centrex Service
Service Provider	The Michigan Bell Telephone Company d/b/a AT&T Michigan
Service Publications	AT&T Michigan Guidebook: http://www.att.com/gen/public-affairs?pid=9700

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	<input type="checkbox"/> 12 months; No Line Commitment <input type="checkbox"/> 24 months; No Line Commitment <input checked="" type="checkbox"/> 36 months; Line Commitment: 2 lines*
Pricing Schedule Term Start Date	Pricing Schedule Effective Date
Effective Date of Rates and Discounts	Pricing Schedule Term Start Date.
Rates following the end of Pricing Schedule Term	Applicable month-to-month Service Publication rates
If the number of lines billed in a month is fewer than the Line Commitment, Customer shall pay: Under Utilization Charge = contracted monthly Centrex Line price x (Line Commitment quantity – actual lines billed).	

3. EARLY TERMINATION OF PRICING SCHEDULE

Early Termination Fee	
If Pricing Schedule is terminated before end of Pricing Schedule Term, Customer shall pay: Early Termination Fee = 80% of the Line Commitment x the Monthly Recurring Rate* x the number of remaining months in the Pricing Schedule Term x 50%.	
* "Monthly Recurring Rate" is the sum of Central Local Loop monthly rate and the Intercom monthly rate.	

4. LOCATION OF SERVICE

Service Location (if different than Customer address):

5. RATES AND CHARGES

Total Lines Ordered:	3
Rates:	Applicable Service Publication rates on Effective Date for selected Term
Rate Stabilization:	The Monthly Recurring Rate, and the Optional Feature/Optional Line Feature rates as shown for 36 and 60 month Term Payment Plans in the Service Publication, may vary during the Pricing Schedule Term, but will not exceed applicable rates on the Effective Date.

For internal use only	
Billing Telephone Number for Existing service, if applicable:	(231) 882 – 9505
Program Code:	
Order Type:	<input type="checkbox"/> New Install <input type="checkbox"/> Conversion from Month-to-Month <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Recast

End of Document



**AT&T ILEC CENTREX SERVICE
Pricing Schedule**

AT&T MA Reference No. 201004160351

Customer	AT&T
Benzie County Street Address: 448 Court Pl City: Beulah State/Province: MI Zip Code: 49617 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary Contact AT&T
Name: Maridee Cutler Title: Deputy County Administrator Street Address: 448 Court Place City: Beulah State/Province: MI Zip Code: 49617 Country: USA Telephone: 231-882-0035 Fax: 231-882-7072 Email: mcutler@benzieco.net Customer Account Number or Master Account Number: 2318824400	Name: Jack Tylus Street Address: 502 Beach St City: Flint State/Province: MI Zip Code: 48502 Country: USA Telephone: 810-513-3747 Fax: Email: jt5824@att.com Sales/Branch Manager: Miles Olson SCVP Name: Dino Perone Sales Strata: LG Sales Region: MW <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: Roger Griner	Printed or Typed Name:
Title: Board of Commissioners - Chairman	Title:
Date:	Date:

**AT&T ILEC CENTREX SERVICE
Pricing Schedule**

1. SERVICE, SERVICE PUBLICATION and SERVICE PROVIDER(S)

Service	Centrex Service
Service Provider	The Michigan Bell Telephone Company d/b/a AT&T Michigan
Service Publications	AT&T Michigan Guidebook: http://www.att.com/gen/public-affairs?pid=9700

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	<input type="checkbox"/> 12 months; No Line Commitment <input type="checkbox"/> 24 months; No Line Commitment <input checked="" type="checkbox"/> 36 months; Line Commitment: 2 lines*
Pricing Schedule Term Start Date	Pricing Schedule Effective Date
Effective Date of Rates and Discounts	Pricing Schedule Term Start Date.
Rates following the end of Pricing Schedule Term	Applicable month-to-month Service Publication rates
If the number of lines billed in a month is fewer than the Line Commitment, Customer shall pay: Under Utilization Charge = contracted monthly Centrex Line price x (Line Commitment quantity – actual lines billed).	

3. EARLY TERMINATION OF PRICING SCHEDULE

Early Termination Fee	
If Pricing Schedule is terminated before end of Pricing Schedule Term, Customer shall pay: Early Termination Fee = 80% of the Line Commitment x the Monthly Recurring Rate* x the number of remaining months in the Pricing Schedule Term x 50%.	
* "Monthly Recurring Rate" is the sum of Central Local Loop monthly rate and the Intercom monthly rate.	

4. LOCATION OF SERVICE

Service Location (if different than Customer address):

5. RATES AND CHARGES

Total Lines Ordered:	6
Rates:	Applicable Service Publication rates on Effective Date for selected Term
Rate Stabilization:	The Monthly Recurring Rate, and the Optional Feature/Optional Line Feature rates as shown for 36 and 60 month Term Payment Plans in the Service Publication, may vary during the Pricing Schedule Term, but will not exceed applicable rates on the Effective Date.

For internal use only	
Billing Telephone Number for Existing service, if applicable:	(231) 882 – 4400
Program Code:	
Order Type:	<input type="checkbox"/> New Install <input type="checkbox"/> Conversion from Month-to-Month <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Recast

End of Document



AT&T ILEC CENTREX SERVICE
Pricing Schedule

AT&T MA Reference No. 201004160351

Customer	AT&T
Benzie County Street Address: 448 Court Pl City: Beulah State/Province: MI Zip Code: 49617 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary Contact AT&T
Name: Maridee Cutler Title: Deputy County Administrator Street Address: 448 Court Place City: Beulah State/Province: MI Zip Code: 49617 Country: USA Telephone: 231-882-0035 Fax: 231-882-7072 Email: mcutler@benzieco.net Customer Account Number or Master Account Number: 2318820047	Name: Jack Tylus Street Address: 502 Beach St City: Flint State/Province: MI Zip Code: 48502 Country: USA Telephone: 810-513-3747 Fax: Email: jt5824@att.com Sales/Branch Manager: Miles Olson SCVP Name: Dino Perone Sales Strata: LG Sales Region: MW <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: Roger Griner	Printed or Typed Name:
Title: Board of Commissioners - Chairman	Title:
Date:	Date:

**AT&T ILEC CENTREX SERVICE
Pricing Schedule**

1. SERVICE, SERVICE PUBLICATION and SERVICE PROVIDER(S)

Service	Centrex Service
Service Provider	The Michigan Bell Telephone Company d/b/a AT&T Michigan
Service Publications	AT&T Michigan Guidebook: http://www.att.com/gen/public-affairs?pid=9700

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	<input type="checkbox"/> 12 months; No Line Commitment <input type="checkbox"/> 24 months; No Line Commitment <input checked="" type="checkbox"/> 36 months; Line Commitment: 2 lines*
Pricing Schedule Term Start Date	Pricing Schedule Effective Date
Effective Date of Rates and Discounts	Pricing Schedule Term Start Date.
Rates following the end of Pricing Schedule Term	Applicable month-to-month Service Publication rates
If the number of lines billed in a month is fewer than the Line Commitment, Customer shall pay: Under Utilization Charge = contracted monthly Centrex Line price x (Line Commitment quantity – actual lines billed).	

3. EARLY TERMINATION OF PRICING SCHEDULE

Early Termination Fee	
If Pricing Schedule is terminated before end of Pricing Schedule Term, Customer shall pay: Early Termination Fee = 80% of the Line Commitment x the Monthly Recurring Rate* x the number of remaining months in the Pricing Schedule Term x 50%.	
* "Monthly Recurring Rate" is the sum of Central Local Loop monthly rate and the Intercom monthly rate.	

4. LOCATION OF SERVICE

Service Location (if different than Customer address):

5. RATES AND CHARGES

Total Lines Ordered:	3
Rates:	Applicable Service Publication rates on Effective Date for selected Term
Rate Stabilization:	The Monthly Recurring Rate, and the Optional Feature/Optional Line Feature rates as shown for 36 and 60 month Term Payment Plans in the Service Publication, may vary during the Pricing Schedule Term, but will not exceed applicable rates on the Effective Date.

For internal use only	
Billing Telephone Number for Existing service, if applicable:	(231) 882 – 0047
Program Code:	
Order Type:	<input type="checkbox"/> New Install <input type="checkbox"/> Conversion from Month-to-Month <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Recast

End of Document



AT&T ILEC CENTREX SERVICE
Pricing Schedule

AT&T MA Reference No. 201004160351

Customer	AT&T
Benzie County Street Address: 448 Court Pl City: Beulah State/Province: MI Zip Code: 49617 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary Contact AT&T
Name: Maridee Cutler Title: Deputy County Administrator Street Address: 448 Court Place City: Beulah State/Province: MI Zip Code: 49617 Country: USA Telephone: 231-882-0035 Fax: 231-882-7072 Email: mcutler@benzieco.net Customer Account Number or Master Account Number: 2318820038	Name: Jack Tylus Street Address: 502 Beach St City: Flint State/Province: MI Zip Code: 48502 Country: USA Telephone: 810-513-3747 Fax: Email: jt5824@att.com Sales/Branch Manager: Miles Olson SCVP Name: Dino Perone Sales Strata: LG Sales Region: MW <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: Roger Griner	Printed or Typed Name:
Title: Board of Commissioners - Chairman	Title:
Date:	Date:

**AT&T ILEC CENTREX SERVICE
Pricing Schedule**

1. SERVICE, SERVICE PUBLICATION and SERVICE PROVIDER(S)

Service	Centrex Service
Service Provider	The Michigan Bell Telephone Company d/b/a AT&T Michigan
Service Publications	AT&T Michigan Guidebook: http://www.att.com/gen/public-affairs?pid=9700

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	<input type="checkbox"/> 12 months; No Line Commitment <input type="checkbox"/> 24 months; No Line Commitment <input checked="" type="checkbox"/> 36 months; Line Commitment: 2 lines*
Pricing Schedule Term Start Date	Pricing Schedule Effective Date
Effective Date of Rates and Discounts	Pricing Schedule Term Start Date.
Rates following the end of Pricing Schedule Term	Applicable month-to-month Service Publication rates
If the number of lines billed in a month is fewer than the Line Commitment, Customer shall pay: Under Utilization Charge = contracted monthly Centrex Line price x (Line Commitment quantity – actual lines billed).	

3. EARLY TERMINATION OF PRICING SCHEDULE

Early Termination Fee	
If Pricing Schedule is terminated before end of Pricing Schedule Term, Customer shall pay: Early Termination Fee = 80% of the Line Commitment x the Monthly Recurring Rate* x the number of remaining months in the Pricing Schedule Term x 50%.	
* "Monthly Recurring Rate" is the sum of Central Local Loop monthly rate and the Intercom monthly rate.	

4. LOCATION OF SERVICE

Service Location (if different than Customer address):

5. RATES AND CHARGES

Total Lines Ordered:	5
Rates:	Applicable Service Publication rates on Effective Date for selected Term
Rate Stabilization:	The Monthly Recurring Rate, and the Optional Feature/Optional Line Feature rates as shown for 36 and 60 month Term Payment Plans in the Service Publication, may vary during the Pricing Schedule Term, but will not exceed applicable rates on the Effective Date.

For internal use only	
Billing Telephone Number for Existing service, if applicable:	(231) 882 – 0038
Program Code:	
Order Type:	<input type="checkbox"/> New Install <input type="checkbox"/> Conversion from Month-to-Month <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Recast

End of Document



COMPLETELINK® 2.0
AT&T ILEC Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

Customer Benzie County Street Address: 448 Court Pl City: Beulah State/Province: MI Zip Code: 49617 Country: USA	AT&T The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices) Name: Maridee Cutler Title: Deputy County Administrator Street Address: 448 Court Place City: Beulah State/Province: MI Zip Code: 49617 Country: USA Telephone: 231-882-0035 Fax: 231-882-7072 Email: mcutler@benzieco.net	AT&T Contact (for Notices) Name: Jack Tylus Street Address: 502 Beach St City: Flint State/Province: MI Zip Code: 48502 Country: USA Telephone: 810-513-3747 Fax: Email: jt5824@att.com Sales/Branch Manager: Miles Olson SCVP Name: Dino Perone Sales Strata: LGEM Sales Region: MW With a copy (for Notices) to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to subscribe to the CompleteLink® 2.0 discount program, in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.att.com/gen/public-affairs?pid=11695> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. The applicable AT&T Service Publication(s) are identified in Section 1. The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable Service Publication. In the event of a change to the applicable Service Publication, such change shall be incorporated by reference herein.

The Effective Date of this CSO is the date signed by the last party.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: Roger Griner	Printed or Typed Name:
Title: County Board of Commissioners - Chairman	Title:
Date:	Date:

For AT&T internal use only

Is this CompleteLink 2.0 associated with ABN Complete? ☐ YES ☒ NO

Sales must submit to Contract Management (CM): 1) Customer executed CSO, and 2) a duplicate of this CSO as a Word document, not a PDF file, OR an Excel list of the BTNs.

COMPLETELINK® 2.0
AT&T ILEC Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

1. DISCOUNT PROGRAM, SERVICE PROVIDER AND SERVICE PUBLICATION

Discount Program	CompleteLink® 2.0*
Customer must separately order services to which CompleteLink 2.0 applies.	

Service Provider (Select all that apply.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Arkansas	AT&T Arkansas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ar/index.html
<input type="checkbox"/> AT&T California	AT&T California Guidebook, including Part 9, Section 3	http://cpr.att.com/guidebook/ca/index.html
<input type="checkbox"/> AT&T Illinois	AT&T Illinois Guidebook, including Part 4 Section 5	http://cpr.att.com/guidebook/il/index.html
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/in/index.html
<input type="checkbox"/> AT&T Kansas	AT&T Kansas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ks/index.html
<input checked="" type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/mi/index.html
<input type="checkbox"/> AT&T Missouri	AT&T Missouri Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/mo/index.html
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/oh/index.html
<input type="checkbox"/> AT&T Oklahoma	AT&T Oklahoma Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ok/index.html
<input type="checkbox"/> AT&T Texas	AT&T Texas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/tx/index.html
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/wg/index.html

2. TERM and EFFECTIVE DATES

Term:	2 years
Start Date of Term:	Upon initial implementation of Discount Program in the applicable AT&T systems
Effective Date of Rates and Discounts:	Start Date of Term
Rates Following Termination or Expiration of the Term:	Service Publication rates for Eligible services (as described in the applicable Service Publication) in effect at time of termination or expiration of the Term

3. MINIMUM ANNUAL REVENUE COMMITMENT (MARC) / MAXIMUM ANNUAL DISCOUNT

MARC* / Maximum Annual Discount	\$ 1,200 / \$ 240
* Contributory Services, as described in the applicable Service Publication, billed under BTN's in section 7 <u>before</u> the application of discounts and credits.	

COMPLETELINK® 2.0
AT&T ILEC Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

4. RATES and DISCOUNTS

The rates and discounts below are listed for convenience only. If there is conflict between any rate or discount below and the corresponding Service Publication rate or discount in effect on the Effective Date, the Service Publication will control.

MARC Volume Discount*	3 %
Optional Features Discount **	40%
* MARC Volume Discount applies to Eligible services and may not exceed the Maximum Annual Discount	
**Optional Features Discount applies to Central Office Optional Features (as described in the applicable Service Publication)	

IntraLATA Intrastate Toll (Enter only those which apply or enter N/A. **NOTE:** When "N/A" is selected, Discount Program discount rates for this service will not apply.)

Arkansas Select One	California Select One	Kansas Select One	Illinois Select One
Indiana Select One	Michigan \$0.054 - 2 Year	Missouri Select One	Ohio Select One
Oklahoma Select One	Texas Select One	Wisconsin Select One	

IntraLATA Interstate Rate (Enter only those which apply or enter N/A. **NOTE:** When "N/A" is selected, Discount Program discount rates for this service will not apply.)

Illinois Select One	Indiana Select One	Michigan \$0.115 - 2 Year	Ohio Select One	Wisconsin Select One
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Local Usage Rates/Discounts (Enter only those which apply or enter N/A. **NOTE:** When "N/A" is selected, Discount Program discount rates for this service will not apply.)

California	Illinois	Michigan	Ohio	Wisconsin
Zone 1 & Zone 2: Select One	Illinois Band A: Select One	per message rate:	per message rate:	per message rate:
Zone 3: Select One	Illinois Band B: Select One	\$0.090	Select One	Select One
	Illinois Band C: Select One			

Local Usage Service Level Discount: For BTNs listed in section 7 that include a combination of Exchange Access Lines and/or Centrex with ISDN PRI and PBX Trunks. (Does not apply to per message rate listed above.)

Michigan	Ohio	Wisconsin
35%	15%	30%

Other Discounts which may apply: (Enter only those which apply or enter N/A. **NOTE:** When "N/A" is selected, Discount Program discount rates, if available, for the service or service component will not apply.)

Arkansas Select One	California N/A	Kansas Select One	Illinois N/A
Indiana N/A	Michigan N/A	Missouri Select One	Ohio N/A
Oklahoma Select One	Texas Select One	Wisconsin N/A	

Business Access Line Rates:

State	Monthly Recurring Rate, per Line
AR, IN, KS, MO, OK, TX	\$39.00
KS - EAS	\$46.00
CA, IL, MI, OH, WI	\$28.00

COMPLETELINK® 2.0
AT&T ILEC Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

5. UNDER UTILIZATION CHARGE

Under Utilization Charge:	if Customer fails to meet the MARC in any completed year of the Term, the difference between the MARC and the actual billings for Contributory Services
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6. EARLY TERMINATION CHARGE

Main BTN State	Early Termination Charge
AR, CA, KS, IN, MI, MO, OH, OK, TX, WI	<p><u>With No IL BTNs</u></p> <ul style="list-style-type: none"> 50% of the unsatisfied MARC (after application of any Shortfall Charges) for the balance of the Term <p><u>With IL BTNs</u></p> <ul style="list-style-type: none"> MARC is prorated for amount of MARC Eligible Charges in IL and outside IL <ul style="list-style-type: none"> For IL BTNs, IL MARC Termination Charge; plus For non-IL BTNs, 50% of the unsatisfied MARC (prorated after application of any Shortfall Charges) for the balance of the Term
IL	<ul style="list-style-type: none"> the amount of unearned discounts for the 12-month period immediately preceding Customer's early termination ("IL MARC Termination Charge"). Unearned discounts are calculated by subtracting the discounted charges for Eligible services actually incurred during the twelve months immediately preceding termination from the discounted charges for those Eligible services that Customer would have incurred during that period under the longest CompleteLink 2.0 term for which the Customer would have actually qualified based upon the actual term of service (or Service Publication month-to-month rates for those Eligible services if the Customer would not have qualified for any CompleteLink 2.0 term)

7. BILLING TELEPHONE NUMBER (BTN) LIST

<p>Eligibility: (max. of 1,000 BTNs)</p>	<p>All BTNs listed below or in an attachment:</p> <ul style="list-style-type: none"> must be valid business lines; may not be Consolidated or Special Bill Numbers; may not include Bill-Under, Working Telephone Numbers (WTNs), Account Telephone Numbers (ATNs), Cross Reference, Pager, Cell Phone, Pay Phone, Directory Advertising, Toll Free (800, 866, etc.) or Residential Numbers are all of the BTNs intended by Customer to be included on Effective Date <p>To qualify as an Eligible or Contributory Service, a service must be billed under one of the listed BTNs or under a BTN added by Customer through Customer's AT&T Sales Contact.</p>
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BTN List follows

BTN LIST



Sales Contact Information
TRAORE; PATRICK
4049012169
pt374t@us.att.com

eSign Fax Cover Sheet

Contract Id: 4834526

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

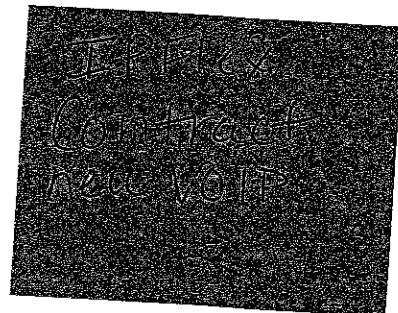
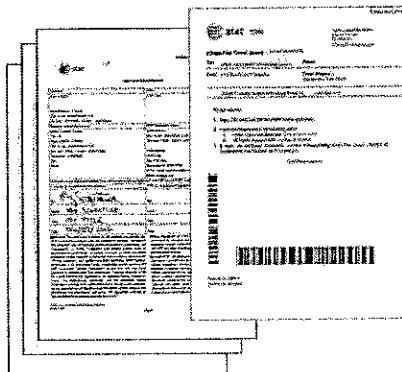
Total Pages: 6
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 4834526
 - II. All Pages stamped with Contract Id: 4834526
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1266403
Contract Id: 4834526



AT&T Fiber Broadband Bundle Express Agreement

The rates, discounts and other provisions in this Agreement are contingent upon signature by both parties on or before **December 31, 2016**.

For AT&T Administrative Use Only

attuid: pt374t

171 Account # _____ Master Customer # _____ Doc Viewer ID: _____

Contract ID#: FBB70194-F136380

Company Name ("Customer")	AT&T - Contact For Notices	AT&T Sales Contact - Primary Contact
Legal Name: BENZIE COUNTY GOVERNMENT CTR	AT&T Corp	Name: PATRICK TRAORE
Street Address: 448 COURT PL	One AT&T Way	Street Address: 675 W PEACHTREE ST NW
City: BEULAH, State: MI Zip: 49617	Bedminster, NJ 07921-0752	City: ATLANTA, State: GA Zip: 30308
Tel # 2318829671	ATTN: Master Agreement Support Team: mast@att.com	Tel # 4049012169

AGREEMENT TERMS**1. SERVICES**

Service	Service Publications* Location
• AT&T Fiber Broadband Bundle (FBB) Express	http://serviceguidenew.att.com/sq_flashPlayerPage/ABN
• AT&T Business in a Box® Service	(See FBB Express)

2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES

Term	Term Start Date/Effective Date of Rates and Discounts
3 Years	First day of first full billing cycle following implementation of this Agreement in AT&T's billing system

3. WAIVERS AND CREDITS

Charges Waived	Minimum Retention Period
Waivers as specified in the Service Guide for FBB Express Service	12 months
Monthly Recurring Charge per AT&T Business in a Box® Service 8 Port Analog Module Add-On	N/A

4. SERVICES COMPONENTS AND RATES (PRICES)**4.1 AT&T Fiber Broadband Bundle Express**

Fiber Broadband Bundle Express	Concurrent Calls (per FBB Express)	Interstate (Inter- and IntraLATA) and Intrastate Toll Calling - Included Minutes (per month)	Option 1 and Option 2 - Sites served by Serving Wire Centers in Zone 1, Zone 1a, Zone 2 & Zone 2a Monthly Service Charge
10 Mbps	23	6,900	\$ 862.50
10 Mbps	46	13,800	\$ 1169.16
20 Mbps	10	3,000	\$ 1027.33
20 Mbps	23	6,900	\$ 1110.39
20 Mbps	46	13,800	\$ 1257.33
50 Mbps	10	3,000	\$ 1307.16
50 Mbps	23	6,900	\$ 1390.22
50 Mbps	46	13,800	\$ 1537.17
100 Mbps	10	3,000	\$ 1771.00
100 Mbps	23	6,900	\$ 1854.06
100 Mbps	46	13,800	\$ 2001.00
On-Net Calling & Local Off-Net Calling			Unlimited
US Off-Net Calling Charge in Excess of Included Interstate and Intrastate Toll Calling Minutes (per minute)			\$0.0400



AT&T Fiber Broadband Bundle Express Agreement

International Off-Net Calling Charge (per minute)	Rate table for International Off-Net Outbound Calls as specified in the applicable Service Publication
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4.2 AT&T Business in a Box

Service Component/Device	On-Site Maintenance (24X7X4) Monthly Charges
	Monthly Service Charge
Base Unit 12 Port	\$0.00
8 Port Analog Module Add-On	\$32.00

4.3 Minimum Payment Period

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4.4 Early Termination Charges: If Customer terminates any Service Component prior to the expiration of the Term, in addition to liability for all charges incurred through the disconnect of the Service, Customer is liable for the following: i) any of AT&T's unrecoverable time and materials costs, including any third party charges, incurred prior to the effective date of the termination; plus, ii) any unpaid nonrecurring charges; plus, iii) any unbilled usage charges; plus; iv) an Early Termination Fee equal to 50% of the total monthly recurring charges for the Service or Service Component remaining in the Minimum Payment Period ("Early Termination Fee" or "ETF").

5. FBB Express General Terms and Conditions

5.1 AT&T Corp. or its affiliates ("collectively AT&T") will provide Customer the services described in this Agreement ("Services") under the terms of this Agreement, which incorporates-by-reference the terms and conditions set forth under the Service Publication for the Service provided under this Agreement as if originally set forth here. The Service Publications that are incorporated-by-reference are provided at att.com/servicepublications by following the product links, or at the link provided above in the Services section and the AT&T Acceptable Use Policy ("AUP") provided at att.com/aup. AT&T may revise Service Publications at any time. The order of priority of the documents that form this Agreement is: first, these Agreement Terms and the AUP, and then the applicable Service Guides. Customer agrees that it is impractical for AT&T to provide here all the terms and conditions, including rates and charges, which are set forth in the Service Publications, and that AT&T has acted reasonably in providing access to all Service Publications. An "Affiliate" of a party is an entity that controls, is controlled by, or is under common control with such party.

5.2 Services: AT&T will provide or arrange to have the Service provided to Customer subject to availability and operational limitations of systems, facilities and equipment. Customer may not resell any component of the Service without AT&T's written consent. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement and Customer is responsible for their use of the Service or any component of the Service, unless expressly provided to the contrary in a Service Publication. Customer agrees on its behalf and on behalf of its Affiliates and Users that at all time their use will comply with the AUP.

5.3 Customer will in a timely manner allow AT&T to access, or, at Customer's expense, obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Service. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

5.4 Customer will ensure that the location at which AT&T installs, maintains or provides the Service is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate the affected Service Component, or suspend performance until Customer removes the hazardous materials.

5.5 AT&T Equipment: The Service may include use of certain equipment owned by AT&T and located at Customer's premises ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment, must keep the AT&T Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.



AT&T Fiber Broadband Bundle Express Agreement

5.6 Software: Any software provided to Customer by AT&T will be governed by the written terms and conditions applicable to such software. Subject to such terms and conditions, title to this software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, which take precedence over this Agreement.

5.7 Prices: Unless this Agreement states otherwise, the prices listed in this Agreement are stabilized for the Term. Prices during the Term are provided either in the incorporated Service Publication or above. When there is a conflict between this Agreement and the prices, discounts or waivers in the Service Guide, this Agreement controls, as described in Section 5.1 above.

5.8 Taxes; Surcharges; Fees. Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, surcharges, recovery fees, shipping charges, and other similar charges.

5.9 Billing, Payments and Deposits: Payment is due 30 days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge (except to the extent applicable law or regulation requires otherwise). AT&T may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

5.10 Termination and Suspension: This Agreement is for the Term stated above, and at the end of this Term, this Agreement will continue on a month-to-month basis until one party gives notice to the other party that it intends to terminate the Agreement, provided such notice is given within 30 days. Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend a Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service for material breach by AT&T, and AT&T may terminate or suspend (and later terminate) an affected Service for material breach by Customer, if such breach is not cured within 30 days of notice. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service. AT&T has the right, however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees. If AT&T terminates a Service component under this Section, Customer is liable for the applicable early termination or cancellation charge for that Service Component.

5.11 Notwithstanding that this Agreement may commit AT&T to provide a Service to Customer for a Term, unless applicable local law or regulation mandates otherwise, AT&T may discontinue providing the Service or an individual component of the Service ("Service Component") upon 30 days' notice.

5.12 Disclaimer of Warranties and Liability: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR THOSE ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS), NOR ANY WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA OR TRANSMISSIONS OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS TO OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH HEREIN); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, NETWORK OR SYSTEMS.

5.13 Limitation of Liability

5.13.1 AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, WILL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICE OCCURS AND CONTINUES; NO OTHER LIABILITY WILL ATTACH TO AT&T. THIS LIMITATION WILL



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NOT APPLY TO: (I) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE; OR (II) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER THE "THIRD PARTY CLAIMS" PARAGRAPH.

5.13.2 NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES.

5.13.3 These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise and whether damages were foreseeable. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

5.14 Third Party Claims

5.14.1 AT&T agrees at its expense to defend or settle any claim against Customer, its Affiliates, and its and their employees and directors, and to pay all compensatory damages finally awarded against such parties where the claim alleges that a Service Component infringes any patent, trademark, copyright, or trade secret, except where the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties, or combinations of the Service with any services or products not provided by AT&T; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing, or failing that to terminate the Service without further liability to Customer.

5.14.2 AT&T WILL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY OR ALL SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON SOFTWARE, EQUIPMENT AND/OR SUPPLEMENTAL SERVICES FURNISHED UNDER THE AGREEMENT.

5.14.3 Customer agrees at its expense to defend or settle any claim against AT&T, its Affiliates, and its and their employees, directors, subcontractors, and suppliers, and to pay all compensatory damages finally awarded against such parties where: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions under (i)-(iv) above; or (ii) the claim alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided with the Services.

5.15 Import/Export Control: Customer, not AT&T, is responsible for complying with import and export control laws, conventions and regulations for all equipment, software, or technical information Customer moves or transmits between countries using the Services.

5.16 ARBITRATION: ALL CLAIMS OR DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT) AND ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS NULL AND VOID.

5.17 General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. This Agreement may not be assigned by Customer without the prior written consent of AT&T, which consent will not be unreasonably withheld or delayed. AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two years after the cause of action arises. This Agreement does not provide any third party (including Users) any remedy, claim, liability, cause of action or other right or privilege. Regulated Service Components will be governed by the law and regulations applied by the regulatory commission having jurisdiction over that Service Component. Otherwise, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Service provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, such as fire; flood; lightning; earthquakes; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of AT&T or others); embargoes; acts of God; acts of terrorism, or acts of vandalism or acts otherwise known as "Force Majeure". Any notice required or permitted under this Agreement must be in writing and addressed to the parties at the address below. This Agreement constitutes the entire agreement between the parties concerning the Service and supersedes all other written or oral agreements. This Agreement will not be modified or supplemented by any written or oral statements, proposals, service descriptions, or purchase order forms.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service using a Voice Over IP system may not be available or may be in some way limited by comparison to using traditional wireline telephone service. Such circumstances include, but are not limited to, relocation of the end user's telephone sets or other equipment, use of a non-native or virtual



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telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database. The advisories are further provided at <http://new.serviceguide.att.com>.

By signing below, the person signing on behalf of customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Customer understands and agrees to be bound by the terms and conditions for service as described in the attached terms and conditions, including but not limited to all terms and conditions incorporated by reference. **THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.** This Agreement is effective when signed by both Customer and AT&T Corp. ("Effective Date")

Customer (by its authorized representative)	AT&T Corp. (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



AT&T Fiber Broadband Bundle Express Agreement

Letter of Authorization to Obtain Customer Service Records Only

Customer Name: BENZIE COUNTY GOVERNMENT CTR	AT&T	Customer Account #:
Customer Full Address & Zip: 448 COURT PL BEULAH MI 49617	AT&T Full Address & Zip: 675 W PEACHTREE ST NW ATLANTA GA 30308	Customer Contact: Tel. #: 2318829671 AT&T Contact: Tel. #: 4049012169 Email ID:
Master Customer No.:	AE PID:	

1. I appoint AT&T as my agent to request Customer Service Records (CSRs) with the Local Exchange Company(s) (LEC) for analyzing Local Service. AT&T may request CSRs for all telephone lines associated with the main Billed Telephone Number(s) (BTNs) listed below or in the attachment. If this authorization does not specify the specific BTNs, this appointment shall extend to all service accounts for which customer appears as the customer of record.

2. This Appointment is applicable to the following location (Choose one)	Blanket LOA (For all locations in the United States)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	Location Specific LOA (Specify applicable Billed Telephone Numbers and/or Working Telephone Numbers as attached)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

3. I certify that I am either the customer of record for these lines or that I am authorized by the customer of record to make this decision.

ORDERED BY CUSTOMER:		ACCEPTED BY AT&T:	
4. Signature:		8. Signature "AT&T Signature Not Required"	
5. Printed Name:		9. Printed Name eSign-PATRICK TRAORE	
6. Title:		10. Title	
7. Date:		11. Date	

This authorization shall continue in force unless and until revoked by the customer.



If applicable, AT&T Agreement/MA Reference No. [UA Only] _____

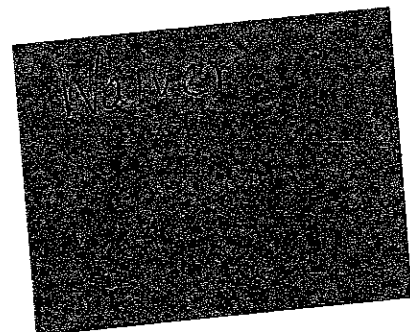
**AMENDMENT TO PRICING SCHEDULE FOR
("CENTREX")
Pursuant to Custom Rates and Terms**

Customer ("Customer")	AT&T ("AT&T")
[CUSTOMER'S COMPLETE LEGAL NAME as it appears on the Pricing Schedule being amended]	AT&T means the applicable Service Provider identified in the Agreement.

This amendment ("Amendment") is part of the parties' agreement entitled [Enter EXACT name/title of Pricing Schedule being amended] ("Service Agreement"), last signed on [ENTER Date the identified Pricing Schedule was last signed]. This Amendment adds an Early Termination clause as specified below:

1. **SERVICE PROVIDER:** AT&T Michigan
2. **EARLY TERMINATION:** If Customer migrates an AT&T ILEC Centrex Service or Service Component (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service (the "Replacement Service"), then AT&T will waive the Early Termination Fee directly resulting from terminating the Terminated ILEC Service if:
 - (1) the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
 - (2) the Pricing Schedule Term for the Replacement Service is equal to or greater than the Pricing Schedule Term for the Terminated ILEC Service;
 - (3) the Replacement Service is installed at the same Customer sites as the Terminated ILEC Service; and
 - (4) activation of the Replacement Service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.
3. **SERVICE AND SERVICE COMPONENT WITHDRAWAL**

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	All Services/Service Components available under this Pricing Schedule
The Applicable Services/Service Components identified above ("Affected Services") are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T's network modernization initiatives. As the footprint and availability of new or more advanced versions of such services ("Successor Services") expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with a Successor Service, subject to the materially adverse change provision of the Master Agreement.	





4. Except as otherwise modified, all rates, terms and conditions of the Service Agreement remain in full force and effect.

This Amendment is valid only if executed by both parties prior to expiration of the existing term of the Service Agreement. The Effective date of this Amendment is the date last signed, unless a later date is required by law or regulation.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: Roger Griner	Printed or Typed Name:
Title: County Board of Commissioners - Chairman	Title:
Date:	Date:

For AT&T Sales internal use only	
Program Code: PRIWA	Billing Telephone Number(s) for Existing service:
Contract ID/ECATS # of pre-existing Contract (must be included):	

CORRESPONDENCE

①

BENZIE COUNTY
SOLID WASTE ADVISORY COMMITTEE
APRIL 6, 2016
MINUTES

MEMBERS PRESENT: Brianne Lindsay, Todd Warren,
Dennis Fischgrabe, David Schaffer and Evan Warsecke

ABSENT: Jane Schultz

ALSO PRESENT: Marlene Wood – Recycling Coordinator

GUEST: Sarah Archer, Iris Waste Diversion Specialists, Inc.

Call to Order: Chairman Lindsay called the meeting to order at 5:00 p.m.

Approval of the Agenda: Motion by Warsecke, seconded by Fischgrabe to accept the Agenda as presented. All aye.

Approval of the Minutes of January 6, 2016: Motion by Warsecke, seconded by Fischgrabe to approve the minutes as presented. All aye.

Public Input: None

The board welcomed Manistee County Recycling Coordinator, Sarah Archer, who was present to provide information to the SWAC on several issues.

The SWAC had been asked to write a letter of support for a USDA Rural Development Grant to be submitted by the AES for a multi-county regional recycling strategy. This request came to the SWAC on Thursday, February 25th with the deadline for submitting the grant being Sunday, February 28th. The SWAC did not provide a letter of support because they were not clear as to details of the grant. Sarah explained that Manistee County paid the Alliance for Economic Success, working with her as project coordinator, \$5,000 to write a grant for \$50,000 designed to determine interest in developing a regional recycling strategy to support a sustainable public / private regional recycling initiative for the counties of Manistee, Mason, Wexford, Benzie and Grand Traverse. If funded, leadership from these counties would develop a more definitive scope of work. The SWAC took no action and thanked Sarah for providing this information.

Sarah announced that, under her leadership, Iris Waste Diversion Specialists, Inc. entered into a three year contract to provide recycling education and coordination services with Grand Traverse County.

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BEULAH, MI 49617

Sarah announced that the Manistee County recycling site located at Betsie Valley School will be moved to Springdale Township Hall in April. The PCA recycling trailer will remain at the school location. Benzie County Recycling Program has been asked to take over responsibility of this PCA trailer since this is a Benzie Central School and Manistee County no longer has obligations at this location. **Motion** by Warsecke, seconded by Lindsay to resume responsibility of the recycling trailer located at Betsie Valley Elementary School. All Aye. Motion Carried. One good point is that paper / cardboard tonnage recycled at this location will now contribute to the overall county's recycling volume. Oversight of the trailer will fall under the scope of site monitoring duties of the recycling coordinator.

Sarah was very informative and the SWAC thanked her for taking the time to be present at tonight's meeting to answer questions and address concerns.

Business:

- a. **Vacancies and Appointments:** Chairman, Lindsay announced there will be two vacancies in the 7 member committee because SWAC member, David Schaffer was recently hired as the new Recycling Coordinator to replace Marlene Wood. Wood stated she would apply to the SWAC upon her retirement.
- b. **Financial Report for Fiscal Year 2015/16:** An up to date Revenue / Expenditures Report was available for the committee to review.
- c. **Expansion of Frankfort and Thompsonville Recycling Sites:** The recycling program has enough bins to grow with the demand for drop off services to county residents. In January, it was recommended that the coordinator research expansion of recycling services in the Frankfort vicinity. It is the recommendation of the Recycling Coordinator, and approved by property owner, Rick Rineer that we add a 4th single stream container to the current Frankfort site rather than developing another location within the city. It is the recommendation of the Recycling Coordinator and approved by the Village of Thompsonville that we add a 2nd single stream container to the Thompsonville DPW site. **Motion** by Lindsay, seconded by Fischgrabe to make these changes to the Frankfort and Thompsonville sites effective immediately. It is noted, there are 4 containers remaining for switching out of bins as needed.
- d. **Annual Report for 2015:** SWAC members had received the completed report via US mail upon its completion. They were given the opportunity to review and ask questions at tonight's meeting. Coordinator Wood reported that she has been making public presentations at board and council meetings since it was accepted by the BOC in late February. She is nearly done getting it to all municipalities.

- e. **Set Recycling Fee Surcharge for 2017:** Benzie County is in year three of a five year contract with American Waste, Inc. Based on the contractual transportation and processing charges and the not to exceed clause, the SWAC feels the program can operate at the same per household fee of \$22 annually. **Motion** by Warsecke, seconded by Warren to recommend to the Board of Commissioners that the annual surcharge remain at \$22 per household for 2017 and the fiscal year budget projections be based on that proposed revenue. All Aye. Motion Carried.
- f. **2016 / 2017 Fiscal Year Budget Planning:** Coordinator Wood will work with David Schaffer to prepare the proposed budget for Solid Waste based on the proposed revenue of \$22 per household.
- g. **June Meeting Date Change:** Discussion took place about rescheduling the quarterly meeting which falls close to the 4th of July. **Motion** by Lindsay, seconded by Fischgrabe to reschedule that meeting from Wednesday, June 29th to Wednesday, July 13th at 5:00 pm in the BOC room of the government center. All Aye. Motion Carried.
- h. **Statewide Recycling Initiative / Recycle by Design:** Coordinator Wood announced the Governor's Recycle by Design program is on hold mostly due to the focus on the Flint water crisis. She reported Benzie County data is being entered into the State's online tracking program of choice, ReTrac Connect.
- i. **DNR Illegal Dumpsites:** Coordinator Wood received authorization to get a 30 yard industrial dumpster placed at the 669 property with the DNR funding the cost. She will work with David Schaffer to resume illegal dumpsite clean-up efforts on the remaining 8 identified locations.
- j. **B-Pac: Benzie Plastics Awareness Committee:** Coordinator Wood announced involvement in this committee to educate the public in reuse practices when it comes to shopping bags. She reported some plastics collected in the recycling program are used as processed engineered fuel, not marketed as a recyclable product. She recapped one significance of public education is to offer alternative practices to 'use once & throw away' habits. Wood also reported microbeads in products are now banned and the Conservation District will act as a collection source who will then pass them on to the Inland Seas Educational Program.

Coordinator Wood announced involvement in Benzie Community Fest that will take place in downtown Beulah in August. This is a rescheduling of the Benzie Showcase that was canceled last year. One purpose of the coordinator's involvement is to promote good reduce, reuse and recycling practices to the community. Wood will work with the Conservation

District to apply for grant funding of reusable bags as a promotional tool at this event. **Motion** by Fischgrabe, seconded by Warren to allow use of public relations funds, not to exceed \$500.00 in case grant money does not cover a portion of these bags. All Aye. Motion Carried.

COORDINATOR REPORT: A report of coordinator's activities and program updates was available to the committee for review and discussion.

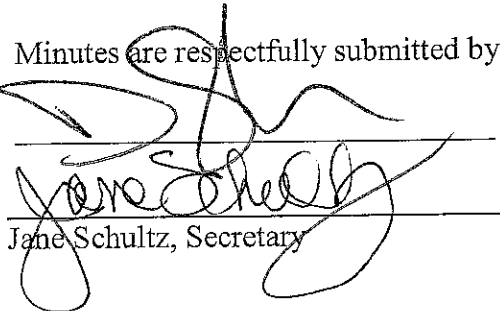
OTHER BUSINESS: None

CORRESPONDENCE: Letter from the Benzie County Planning Commission requesting information on Capital Improvement Projects.

ADJOURN: Chairman, Lindsay adjourned the meeting at 6:45 p.m.

The next quarterly meeting of SWAC will be held on Wednesday, July 13, 2016.

Minutes are respectfully submitted by Marlene Wood, Recycling Coordinator



Jane Schultz, Secretary

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BENZIE COUNTY
SOLID WASTE ADVISORY COMMITTEE
May 31st, 2016
MINUTES

MEMBERS PRESENT: Todd Warren, Brianne Lindsay, Dennis Fischgrabe,

ABSENT: Marlene Wood, Jane Schultz, Evan Warsecke

ALSO PRESENT: David Schaffer – Recycling Coordinator

Call to Order: Chairman Lindsay called the meeting to order at 5:00 p.m.

First Order of Business: Single Item Meeting

New Truck Purchase: It was discussed and concluded that the purchase of a new truck for the Solid Waste department should be put into action as soon as possible. From the cost research that was conducted it has been determined that the truck should be a 2016 model. Through much discussion it was concluded that the truck should have an extended cab, 4x4, trailer towing, snow plow prep and a 6.5' bed.

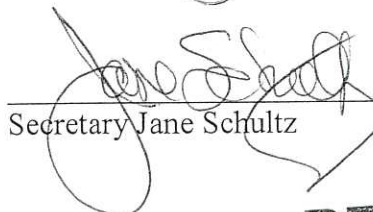
Approval of the New Truck Purchase: Motion by Lindsay, seconded by Fischgrabe to accept. All aye.

Public Input: None

ADJOURN: Chairman Lindsay adjourned the meeting at 5:45 p.m.

The next quarterly meeting of SWAC will be held on Wednesday, July 13th, 2016.

Minutes are respectfully submitted by David Schaffer, Recycling Coordinator


Secretary Jane Schultz

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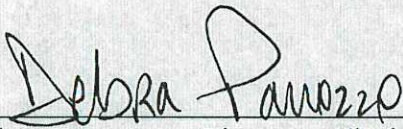
ORIGINAL

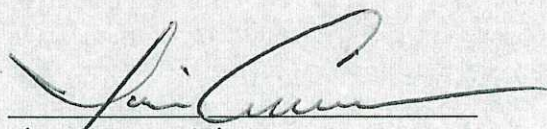
RESOLUTION
HONORING THE VICTIMS OF THE ATTACK
ON THE BERRIEN COUNTY COURTHOUSE
JULY 11, 2016

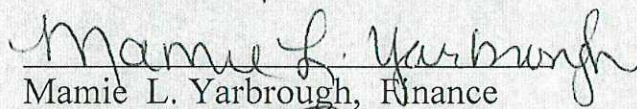
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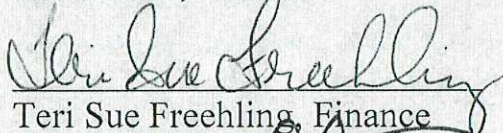
THE HONORABLE BOARD OF COMMISSIONERS OF BERRIEN COUNTY, MICHIGAN does hereby order that the flags of the United States and the State of Michigan shall be flown at half-staff upon all County buildings and grounds, and requests the same for all government offices, as well as all other appropriate venues within the County until sunset, July 18, 2016 as a statement of condolence for the victims of the cowardly acts and heinous crimes perpetrated on Monday, July 11, 2016 at the Berrien County Courthouse and as a mark of respect for the bravery and valor of Court Officers Ronald Kienzle and Joseph Zangaro.

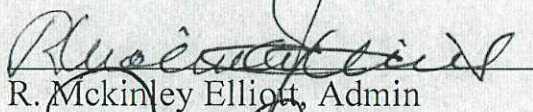
Berrien County Board of Commissioners:

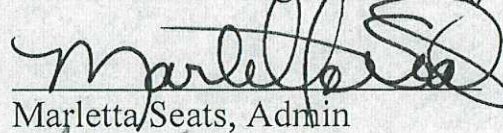

Debra Panozzo, Finance Chair


Jim Curran, Finance

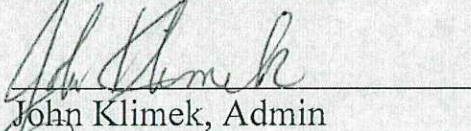

Mamie L. Yarbrough, Finance

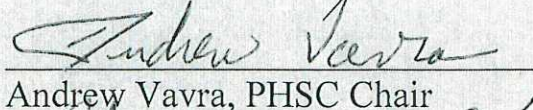

Teri Sue Freehling, Finance

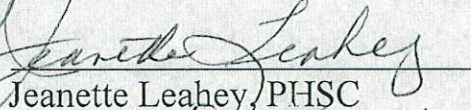

R. McKinley Elliott, Admin

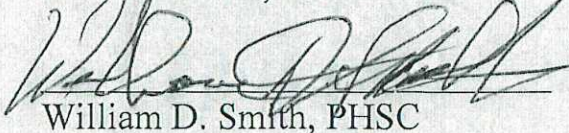

Marletta Seats, Admin

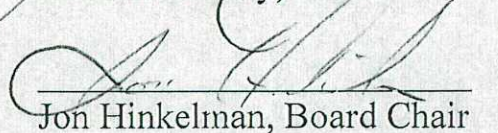

William J. Chickering, Admin


John Klimek, Admin


Andrew Vavra, PHSC Chair


Jeanette Leahey, PHSC


William D. Smith, PHSC


Jon Hinkelman, Board Chair

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BEULAH, MI 49617

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ALLIANCE FOR ECONOMIC SUCCESS



Monthly report covering Manistee County, City of Manistee and Benzie County.

June 2016

The following summarizes AES performance for “core services” which are services the AES provides in keeping with the three missions of the organization: (1) business and job development; (2) community development; and (3) resource development. These services benefit Manistee and Benzie Counties, the service area of the AES. This report also describes AES services that relate to specific priorities established by Manistee County, the City of Manistee and Benzie County.

AES Core Services

Business and Job Development

- **Portage Point Inn.** The Inn is open for the summer. AES is facilitating with an independent consultant a potential collaboration between the Culinary Institute of Michigan (Baker College) and PPI. The AES is supporting amendments to the Special Use Permit for the Inn so that PPI can realize multiple revenue streams for a year-round sustainable business. AES will partner with PPI in seeking incentives and resources to support the revitalization and renovation initiative once development approvals are secured.
- **Iron Fish Distillery.** AES supported a value added grant from the Mich. Dept. of Agriculture and an energy efficiency grant from USDA Rural Development that would support business operations.
- **Business Support Services.** Provided support for new and existing businesses in both counties, including two new restaurants, book store, four-season resort, service station/convenience store, commercial/retail brewery operation and value added agricultural business. Helped two businesses resolve regulatory and licensing issues.
- **Farm and Food.** Participated in Farm and Food Economic Development Panel and a facilitated discussion regarding “Getting Local Food on the Plate” at the Economic Development Table.
- **Collaborative Economic Development.** AES led Stronger Economies Together meeting to establish multi-county consensus on business clusters holding promise for business and job development, including agriculture, energy and advanced materials. An implementation plan involving USDA Rural Development and Michigan State University will now be prepared.
- **Business Retention.** Began a new business retention program involving MEDC, Michigan Works and regional economic development agencies. For example, we met with the new Meijer to discuss their first year of operations, including challenges and areas where assistance is needed.
- **Workforce Development.** Facilitated discussions between Baker College and agricultural interests about workforce training related to agricultural programs/positions.



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- **Business Development.** Developing data base on Manistee Industrial Park and Manistee downtown area properties to determine suitability for specific development and owner intentions. Also developing an updated comprehensive toolkit of business resources, including property/building stock, existing businesses, assets, support agencies, development incentives, tax incentives and financing.
- **Manufacturing Education in the Schools.** Working with Manistee manufacturers to develop tour for students/young adults following the highly successful tour of manufacturing businesses organized by the Manistee Manufacturing Council.

Community Development

- **US31 Corridor Development Strategy.** Kickoff meeting attended by Township supervisors/village president/city manager of the communities along US 31. Designed and facilitated four public input sessions with the design studio (or charrette) set for the first weeks of August. Partnered with County Planner in data interpretation about the corridor. Anticipate completion in February 2017. The goal of this work is make the US 31 corridor ready and attractive for business and community development while taking advantage of financial incentives. Intend to extend this work through Benzie County in 2017.
- **Blight/Neighborhood Planning.** Had preliminary meetings to prepare for the Michigan Vacant Property Campaign: City of Manistee, Village of Bear Lake, County Planning and Human Service Collaborative Body. Met with the Village of Bear Lake to discuss blight efforts: ordinance enforcement, community wide beautification efforts.
- **Lakes to Land- M22 Pure Michigan Byway.** Attended Benzie and Manistee County Board of Commissioners meetings to receive resolutions of support. Met with MDOT and the L2L M22 Pure Michigan Byway Committee to work on application which is now completed and submitted for State approval.
- **Norman Township.** Met with Township leaders to discuss equipment needs. Will be following up to connect them with funding sources.

Resource Development

- **Municipal Wastewater Infrastructure.** We continued to collaborate with multiple municipal units toward assessing the financial feasibility of establishing municipal waste water treatment capacity. We are currently working with three Manistee County townships and one village to assess the feasibility of the cooperative effort with wastes being transported and treated through collaboration with the Little River Band of Ottawa Indians and their wastewater treatment plant. The application to assess financial feasibility for a lakewide municipal system for Onekama Township has been submitted to USDA Rural Development.
- **Housing.** Working to identify low interest credit and other financing mechanisms to support housing developments.
- **Explore the Shores – Universal Access to Water.** We are working with our program design, engineering and construction partner, Spicer Group, to begin the process of site planning for potential new sites for fund development in Filer Township (Magoon Creek), Village of Bear Lake (Hopkins Park Fishing Pier), Springdale Township (Healy Lake), Bear Lake Township (Bear Lake Kayak/Canoe Launch), Onekama Township (Kayak/Canoe Launch) and Manistee Township (Manistee River Launch and Fishing Pier). This is an outcome of the new County Recreation Plan

and the outstanding work of County Planner Rob Carson and AES's Tamara Buswinka. We are also working toward site development in Benzie County (see Benzie County report).

- **Local Government Equipment/Buildings.** We are collaborating with two local units to assist them in financing equipment and buildings, working with U.S. Department of Agriculture, Rural Development.
- **Capital for Businesses and Jobs.** We assisted/supported Venture North in securing a commitment of \$287,000 from USDA Rural Development for relending to businesses. The highly successful Venture North organization has now made 54 loans of over \$5 million with zero defaults. We are promoting the availability of this flexible, strategic capital throughout our market territory.
- **Recreation Funding.** We hosted the June meeting of the Michigan Natural Resources Trust Fund where they also celebrated their 40th anniversary and their allocation of over \$1 billion for recreation throughout Michigan. Special thanks to County Board Chair Jeff Dontz and Manistee City Manager Thad Taylor for participating in the two-day event that included a presentation on a \$110,000 grant application.
- **Rural Summit, Washington D.C.** At the request of US Senator Debbie Stabenow, participated in meeting with several US Senators, Secretary of USDA, one other Michigan representative and select reps from other rural states to focus on needs/issues involving national rural strategy for economic development and poverty reduction. Manistee efforts given special recognition as exemplary of rural progress.
- **Crowd Funding & Impact Investing.** We continue partnering with a group of legal, investment and program specialists to develop a platform for crowd and impact investing that we plan to introduce this calendar year. This holds promise for public and private sector and accredited and non-accredited investors to support community/economic development.
- **USDA Grants.** We were awarded two grants of \$35,000 each from USDA Rural Development for two initiatives that have been identified by the County and others as high priority.
- **Fiduciary Support.** Provided service for Portage Lake Watershed Forever and for Manistee ISD initiative. Also providing fiduciary support for Land Trust Fund grants amounting to over \$500,000 in Onkama and Arcadia Townships, respectively.
- **Communications.** Issued news releases involving:
 - Collaborative Benzie/Manistee Broadband initiative.
 - Opening of The Filmore
 - Open House for Filer Township/Magoon Creek Explore the Shores site plan input
 - Ramsdell Theatre Regional Art Center – Summer Art Workshops
 - Trust Fund Trustee/Staff Meeting at Portage Point Inn
 - New Cooperative AES business retention initiative
 - Purpose, dates and times for input on US 31 economic/community development corridor strategy



Updated Explore the Shores web site.

Manistee County Strategic Plan Updates

The following summarizes AES progress relating to specific priorities contained in the Manistee County Board of Commissioners Strategic Plan that AES facilitated.

Goal: To achieve a development ready county based upon the goals contained in township, village and tribal plans and strategies.

Action 1.1.2 Create a single point of contact for development interests to connect with all resources.

Action 1.1.3 AES provide strategic support to all communities in the County on retention, expansion and attraction of businesses and development of alternative funding.

Action 1.1.4 Provide “one-stop” shopping for identifying regulatory implications for developments.

This was formalized in June with the designation of Betsy Evans, Director, Business and Job Development, AES, as the single point of contact. In addition, Tim Ervin is collaborating with Betsy to identify funding/financing options for communities seeking assistance. AES is able to coordinate identification of applicable regulations for proposed developments. Current or prospective business interests seeking assistance should be directed to AES on siting, regulatory, incentives and other matters.

Action 1.3.1 Support Housing & Neighborhood Planning Strategy, using Networks Northwest Housing Target Market Analysis.

AES is approaching this on two fronts:

- We began an effort in late June with Networks Northwest and diverse housing interests to more specifically identify housing gaps and resources/tools to address those gaps.
- AES is facilitating work of a development team that is focused on two large and diverse housing developments.

Action 1.4.1 Implement Manufacturing Strategy ensuring it addresses retention, expansion and attraction.

The manufacturing strategy is on track under the guidance of a diverse leadership team of manufacturing interests. Assets significant to manufacturing are being identified, priority sites for development are being assessed and interviews with key stakeholders will be done in July. With the addition of Benzie County to receive AES services, this project will include that County as well, supported by added financing from Rotary Charities of Traverse City.

Action 1.5 Work to develop an agriculture and rural scenic character plan to further efforts to support this economic sector.

Several initiatives are underway or completed:

- A grant funded farm and food strategy identifies specific steps to expand agriculture.
- We have supported creation of special districts and development of funding to support specific agriculture based businesses and new jobs.
- We provided support for a web-based information base that connects growers and others in agriculture with a full range of resources to expand marketing and information sharing in the industry.

Actions 3.2.1 through 3.2.3 Actions to support K-12 education and opportunities for technical training and higher education. (Also relates to City of Manistee Strategy 1.4)

AES is a partner with Launch Manistee and serves on its Executive Committee. AES has:

- Helped Launch Manistee secure grants to support its operations and strategic plan.
- Collaborated with other partners to inventory all technical training programs. This information will be shared soon with manufacturers to assess their understanding of existing programs and to identify gaps.

Strategy 4.2 Senior Care. Advance opportunities to take care of seniors.

The AES worked with the Council on Aging to facilitate completion of their strategic plan.

Strategy 5.1 Forward opportunities to enhance and expand infrastructure...with an emphasis on municipal sewer.

The AES served as facilitator for the Manistee Township/LRBOI sewer project that is completed. The AES is currently facilitating a collaborative municipal sewer project that involves the LRBOI and three township and one village. This work is critical to development and watershed protection.

Actions 5.3.1 and 5.3.2 Completion and implementation of County Recreation Plan and non-motorized trail development.

In coordination with the County Planner Director, AES has supported completion of the Plan and development of the September County Summit where the Recreation Plan will be a prominent agenda item. AES is working with several communities toward developing funding for new Explore the Shores sites, essentially all of which can or are tied to non-motorized trail systems, including the Blue Water trail.



Action 5.4.2. Support efforts to continue funding for commercial and recreational ports.

AES continues efforts through offices of federally elected officials and the US Corps of Engineers and others to secure funding to keep ports open. Maintenance dredging appropriation has been provided for Manistee port; \$800,000 is being made available to stabilize Portage Lake Channel.

Actions 6.1.1 through 6.1.3 Develop a sustainable county-wide recycling program.

Working with the County's Recycling Coordinator, Sarah Archer and the County's Green Team, the AES successfully secured a \$35,000 grant to work with Manistee units of government and neighboring counties to develop a sustainable resource recovery program. The County has contributed \$5,000 toward this effort as well. The project will include these phases over 16 months, guided by a leadership team consisting of representatives from the participating jurisdictions:

1. Determination of partnering jurisdictions.
2. Gather and synthesize recycling data and volumes from all jurisdictions.
3. Identify public and private and public/private options.
4. Select and develop the ideal option

Ms. Archer will be the Project Director. The AES will provide administrative and coordination support.

Strategies 7.1 & 7.2 Implement the Manistee Recreation Plan.

The AES and Spicer Group have followed up with Filer Township, Village of Bear Lake, Bear Lake Township, Springdale Township, City of Manistee and Manistee Township to develop new Explore the Shores sites, with a goal of having funding application submitted by April 1, 2017.

City of Manistee

The following reports progress involving the special services provided by the AES related to the City of Manistee's recently updated Strategic Plan.

Strategy 1.1.1 Manistee Economic Development Strategy

The county-wide strategy will be a synthesis of the evolving Manufacturing Strategy, the US 31 Corridor Plan, County Recreation Plan, Master Plans and DDA development plans. The AES is continuing to work with the United States Department of Agriculture Community Development on the Stronger Economies Together (SET) program which includes the City as a participant. All of this will be pulled together into one strategy for the county in 2017.

Goal 1.2 Industrial Park

The Manufacturing Strategy will assess the opportunities for manufacturing at industrial sites, including the industrial park by Fall 2016. This will provide information about the viability of these sites for industrial purposes or if alternative uses should be pursued to make best development use of this land.

Strategy Section 1.3.3 Rail Relocation

The AES is continuing discussions with key interests to determine support for the process to relocate the rail line infrastructure that could open over 7.5 miles of waterfront. We hope to have all of the key interest groups contacted by no later than the end of July 2016. This also addressed in part the County's interest in a commercial port strategy and with action 5.7.1 to assess the current rail network to ensure it is leveraged for economic activity.

Strategy Section 6.1.2 Housing Strategy

We have held initial meetings with the City and regional interests to understand housing needs and opportunities and the financial limits of projected housing rentals. We have begun work with two developers that are interested in addressing the City's housing needs.

Goal 1.5.1 Vacant Properties/Opportunities

Through discussions with the DDA Economic Restructuring Committee, a strategy is being developed to connect with existing property owners to determine their goals and/or development opportunities.

Goal 1.4 Linking Training and Jobs with Workforce Development

In partnership with Launch Manistee and all regional partners who provide vocational training related to manufacturing, a complete inventory of training programs has been completed. It will now be shared with manufacturers to: 1) ensure they are aware of existing programs and state grants to support them; and 2) to identify gaps in training that should be filled to meet evolving needs.

Strategy 3.1.4, 3.1.5 and Goal 3.5 of City Recreation Plan: Capital Developments for Recreational Properties

Priorities were identified with the City Manager and City Planner. Next steps will be concept and site design, development of cost estimates and preparation of grant applications.

Other: Combined Sewer Overflows

AES is facilitating discussions with federal and state officials to: 1) brief them on steps the City is taking to quantify and develop solutions; and 2) to seek recommendations on financial and technical assistance.



BENZIE COUNTY

In April 2016, the Alliance for Economic Success formalized a special services agreement to provide economic and community development services to Benzie County. Following is a progress report.

AES Board of Directors. We hope to have final nominations and representatives from Benzie County appointed to the AES Board by August 2016, at the latest.

County Commission Strategic Plan. In partnership with Networks Northwest, we have drafted a concept to assist the Commission in developing a strategic plan. We hope to review this with Commission members soon. If the Commission wants to proceed, we hope to complete the plan this fall to, among other things, provide updated priorities for the AES.

Business Expansion Grant. We established the approach for a major Benzie County business to seek over \$350,000 in grant funding through a USDA Rural Development Program for an alternative energy system to support expansion.

Infrastructure- Broadband. Continue to work with Connect Michigan, Township and County officials to achieve last mile high speed internet access. A survey is available to identify existing internet needs, assets, and capacities in the County. The surveys are available online and at key locations and responses will be accepted through September 14th. Go to www.connectmycommunity.org/benzie-county to take the survey. Internet providers will then be involved to develop a game plan to make this essential service more universally available.

Workforce Development. Baker College has initiated a project following up on the introduction facilitated by AES to assess specific vocational training opportunities in the County.

Recreation. Working with County Administrator Mitch Deisch to set a time to meet with Park and Recreation Commission interests and Benzie municipal units about grants for access to water under the *Explore the Shores* program. We have identified potential sites with the City of Frankfort and are moving those projects to the concept and site plan phase prior to development of grant applications.

Manufacturing. A manufacturing strategy is being developed for the two counties with funding support from USDA Rural Development and Rotary Charities of Traverse City.

Agricultural Vitality.

- Mark Lagerway, Dean of Business and Technology from Baker College, is working with Grow Benzie to develop programs to utilize the facility in support of agricultural entrepreneurs and their Agricultural Technology program available in Cadillac.
- Working with the Food and Farming Network as well as Networks Northwest to develop a Food and Farm Economic Strategy document.

Stronger Economies Together. The AES is continuing to work with the United States Department of Agriculture Community Development on the Stronger Economies Together (SET) program, in which Benzie County is a participant. The goal of the SET program is to identify key industrial sectors that the region can focus time, talent, and resources to attracting, retaining, and expanding. Three sectors have been selected through analysis by the participants for special economic development focus: agriculture; advanced materials handling; and energy.

Business Assistance. Direct business assistance to new or existing businesses to connect them with support, capital access and planning. Currently working with six businesses within the county.

For More Information, contact:

**ALLIANCE FOR
ECONOMIC SUCCESS** 

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06/15/16

Accrual Basis

Alliance for Economic Success

Balance Sheet

As of May 31, 2016

	May 31, 16
ASSETS	
Current Assets	
Checking/Savings	
10004 - West Shore Bank	19,447.82
10004.1 - Restricted Cash	34,096.94
10004 - West Shore Bank - Other	
Total 10004 - West Shore Bank	53,544.76
Total Checking/Savings	53,544.76
Accounts Receivable	13,418.99
Other Current Assets	475.19
Total Current Assets	67,438.94
Fixed Assets	2,034.73
TOTAL ASSETS	69,473.67
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Credit Cards	544.69
Other Current Liabilities	350.89
Total Current Liabilities	24,093.13
Total Liabilities	24,988.71
Equity	
32000 - Unrestricted Net Assets	34,390.05
Net Income	10,094.91
Total Equity	44,484.96
TOTAL LIABILITIES & EQUITY	69,473.67

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JUL 18 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Alliance for Economic Success Revenue/Expenses

Actual Basis

May 2016

	May 16	Budget	\$ Over Budget	% of Budget	Jan - May 16	YTD Budget	\$ Over Budget	% of Budget
▼ Ordinary Income/Expense								
▼ Income								
▶ 42300 • Facilities & Equipment	0.00	175.00	-175.00	0.0%	875.00	875.00	0.00	100.0%
▶ 43300 • Grants	755.00	7,287.50	-6,532.50	10.4%	21,272.50	22,858.75	-1,386.25	93.9%
▶ 44400 • Government Contracts	11,440.50	11,440.50	0.00	100.0%	62,202.50	57,202.50	5,000.00	108.7%
▶ 45000 • Investments	5.48				28.36			
▶ 46400 • Other Types of Income	3,415.00	3,289.88	125.32	103.8%	46,822.56	40,841.42	6,181.14	115.2%
Total Income	15,615.98	22,192.88	-6,576.70	70.4%	131,200.92	121,377.67	9,823.25	108.1%
Gross Profit	15,615.98	22,192.88	-6,576.70	70.4%	131,200.92	121,377.67	9,823.25	108.1%
▼ Expense								
▶ 60300 • Awards and Grants	755.00	7,287.50	-6,532.50	10.4%	21,272.50	22,858.75	-1,386.25	93.9%
▶ 62100 • Contract Services	15,711.33	15,798.01	-86.68	99.5%	71,422.61	67,183.07	4,239.54	106.3%
▶ 62800 • Facilities and Equipment	280.00	1,116.67	-836.67	25.1%	4,686.77	5,583.31	-896.54	84.1%
▶ 65000 • Operations	571.24	900.00	-328.76	63.5%	3,192.24	4,500.00	-1,307.76	70.9%
▶ 65100 • Other Types of Expenses	4,070.78	550.00	3,520.78	740.1%	6,382.35	4,745.44	1,636.91	134.5%
▶ 66000 • Payroll Expenses	2,780.97	2,866.27	-85.30	97%	13,975.38	14,052.45	-77.07	99.5%
▶ 68300 • Travel and Meetings	33.48	833.32	-799.84	4%	164.16	4,166.60	-4,002.44	3.9%
Total Expense	24,202.80	29,351.77	-5,148.97	82.5%	121,106.01	122,889.62	-1,783.61	98.5%
Net Ordinary Income	-8,586.82	-7,159.09	-1,427.73	119.9%	10,094.91	-1,511.95	11,606.86	-567.7%
▼ Other Income/Expense								
▼ Other Expense								
▶ 56000 • Pass Thru Organization Expen...	0.00				0.00			
Total Other Expense	0.00				0.00			
Net Other Income	0.00				0.00			
Net Income	-8,586.82	-7,159.09	-1,427.73	119.9%	10,094.91	-1,511.95	11,606.86	-567.7%



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, June 23, 2016 at 9:30 AM.

Present: Chairman Rosa
Comm Mick
Manager Skeels
Superintendent Schaub
Clerk Jordan

The agenda as accepted as presented.

The minutes of 6/09/16 were accepted as presented.

Comm Nuske arrived at 9:45.

Motion by Comm Mick and supported by Comm Nuske to pay bills # 43070 to # 43110 for the amount of \$ 611,096.77 and Payroll # 12 & 12 A for \$47,165.70. Ayes: Rosa, Nuske and Mick. Motion carried.

Superintendent's report: MDOT is supplying extra funds for the Mill & Fill project and the Infrared repair on US-31; Millage paving is complete on Cedar Run Rd and Reynolds Rd; Next week paving will be on Sutter Rd, Fairway Dr, Timber Lane and Demerly; Replacing a culvert on Deer Track Tr today; New full time and seasonal employees are working out well.

Public Input: John Zirkel - We cut down the daisies on Deadstream.

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

New Business:

Encroachment permit for 5997 - 6053 Crystal Dr (6-7 residences) for a community septic system. Sara Ross represented the homeowners. Motion by Comm Rosa and supported by Comm Mick to allow the encroachment for the community septic system w/schedule 40 lines protected by a sleeve. Ayes: Rosa, Nuske and Mick. Motion carried.

Highland Dr and Spring Valley paving - Motion by Comm Mick and supported by Comm Rosa to sign the contract with Lake Twp for paving of Highland Drive and Spring Valley. Ayes: Rosa, Nuske and Mick. Motion carried.

Engineering reimbursement - Motion by Comm Rosa and supported by Comm Mick to sign the request for engineering reimbursement from MDOT. Ayes: Rosa, Nuske and Mick. Motion carried.

Haze Rd/Red Creek bid - Motion by Comm Nuske and supported by Comm Rosa to award the bid for Red Creek crossing to AJ's Excavating for \$53,318.35. Ayes: Rosa, Nuske and Mick. Motion carried.

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DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Page 2, Benzie CRC mtg 06/23/16

Correspondence/Information/Discussion:

Cole vs Benzie County - The board would like to know the cost of the trial and appeal

Patterson Rd - The fences need to be moved off the ROW. The board may take a site tour at the next meeting.

Nostwick Rd bridge - The bridge project is complete. We have ordered the signs.

Public Input: John Zirkel stated that Peterson Rd looks good.

Site tour - The board, manager, clerk and shop foreman took a tour of the radio tower.

Meeting was adjourned at 12:30 PM.

Minutes approved 7/14/16

Robert Rosa, Chairman

Kathleen A, Jordan, Clerk