

BENZIE COUNTY BOARD OF COMMISSIONERS

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

MEETING AGENDA

May 10, 2016

Commissioners Room, Governmental Center, Beulah, Michigan

PLEASE TURN OFF ALL ELECTRONIC DEVICES

9:00 a.m. CALL TO ORDER
 ROLL CALL
 INVOCATION AND PLEDGE OF ALLEGIANCE
 APPROVAL OF AGENDA
 APPROVAL OF MINUTES – 4/26/2016
 PUBLIC INPUT
 ELECTED OFFICIALS & DEPT HEAD COMMENTS
 COMMISSIONER REPORTS
 COUNTY ADMINISTRATOR'S REPORT – Jail Budget Update
 FINANCE – Approval of Bills; Consent Calendar
 HR and PERSONNEL – Consent Calendar
 COMMITTEE APPOINTMENTS – BTA; Land Bank
 ACTION ITEMS – 2016-013 – Pure Michigan M-22
 PRESENTATION OF CORRESPONDENCE
 NEW BUSINESS –
10:00 Kyle Rosa, U/S – Property to TNT
10:15 David Schaffer, Recycling Coordinator – DEQ Tire Grant
10:30

**PUBLIC COMMENT
ADJOURNMENT**

Times Subject to Change

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

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

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

PUBLIC INPUT

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

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

Group Presentations – 15 minutes
Individual Presentations – 3 minutes

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

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

Commissioner Contacts:

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

THE BENZIE COUNTY BOARD OF COMMISSIONERS

April 26, 2016

The Benzie County Board of Commissioners met in a regular meeting on Tuesday, April 26, 2016, at the Almira Township Hall, 7276 Ole White Drive, Lake Ann, Michigan.

The meeting was called to order by Chairman Roger Griner at 6:00 p.m.

Present were: Commissioners Bates, Carland, Griner, Sauer, and Walterhouse

Excused: Commissioners Tucker and Warsecke

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

Agenda:

Motion by Sauer, seconded by Bates, to approve the agenda as amended, add resolutions 2016-009, 010, 011 and 012. Ayes: Bates, Carland, Griner, Sauer, and Walterhouse Nays: None Exc: Tucker and Warsecke Motion carried.

Minutes:

Motion by Bates, seconded by Walterhouse, to approve the regular session minutes of April 12, 2016 as presented. Ayes: Bates, Carland, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Motion carried.

6:02 p.m. Public Input – None

ELECTED OFFICIALS & DEPT HEAD COMMENTS:

Marlene Wood, Recycling Coordinator, presented the April 6, 2016 Quarterly SWAC minutes together with the April Coordinator's Report; they have added a fourth site in Frankfort as a SuperSite; she stated they will prepared a budget and request for the annual fee to remain the same; American Waste is available for a site tour Tuesday, Wednesday or Thursday of next week, 10 a.m. or 2 p.m. – let us know which is preferable; On Earth Day she received the Environmentalist of the Year Award; Marlene introduces David Schaeffer – the new Solid Waste Coordinator – David gave a report; they spent day two at the Expo at Crystal Mountain with an exhibit and it went well, gave brochures for them, regarding township clean up days and household hazardous waste days; Earth Day at the Resource Center where residents brought papers for shredding with shredded paper going to Benzie Organics for worms; had an exhibit at the Gathering Place on information of the program; Childrens' Crafts at Betsie Valley School last Saturday; Latex Paint Collection – over 600 cans received; May begins with Township Clean-Ups and they will be Almira and Inland townships to start.

Doug Durand, Council on Aging, spoke regarding MiCafé which is a Senior Rich card with food stamps; they may have a Master Gardner this year; meeting next week with the Red Cross for free smoke detectors for seniors and low-income individuals; Homemaker the hired part time is working out well; Senior Project Fresh; legal team to come down and talk about free consultation services every fourth Tuesday for Estate Planning; March is increasing 4800+ additional meals were served in the first six months; they helped over 300 people for income tax service.

Tom Longanbach, Equalization Director, presented the L-4024 Equalization Report reviewing the taxable value, assessed values and equalization values with those present.

COMMISSIONERS

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April 26, 2016

Motion by Walterhouse, seconded by Bates, to adopt the L-4024 as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke Motion carried.

Received the Benzie Home Health Care monthly report for March 2016.

COMMISSIONER REPORTS

Comm Carland reported that the County Administrator and he joined the Village of Beulah at the DEQ in Cadillac regarding a new water tank – they need to replace the water tank and find a new location; last week there was a visioning session with AES for priorities in 2016; discussion today during the finance meeting regarding the phone system at the Government Center; Elmer's is cranking on 115.

Comm Bates reported that Almira Township fire department will hold Mother's Day Pancake Breakfast and mothers eat for free.

Comm Walterhouse reported that he had a Buildings & Grounds meeting; Brownfield meeting – they are working with the purchasers of the Bud's old building; Land Bank has more property from the taxes; Joint Court meeting on April 21 there was no quorum; Parks & Rec.

Comm Sauer reported the Village of Elberta sold the library; ground breaking for the Veterans Memorial; he is concerned about the help wanted ad for an Administrative Assistant to the Planning Commission – the minutes talked about the need for it but there was no authority to do it – concern is the money; he was told it was their money because it was budgeted they can do what they want; the accountability problem is where he has an issue with it he would like to research to see if we can consolidate some committees.

Motion by Sauer, seconded by Bates, to put this in the hands of the HR Committee to look at the restructure of committees and the authority on what is the procedure for hiring someone.

Mitch is working on a Letter of Understanding for this.

Comm Bates says we should have some type of contract with them with their duties.

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

Comm Griner reported that there is a joint meeting tomorrow at 10:30 a.m. with the DHHS Board, the Board of Commissioners and the Building Authority regarding the Maples; also stated that he likes the Lake Ann area – Thank You to Almira Township for allowing us to hold this meeting here.

Comm Carland inquired regarding the letter from Mr. Figura and whether it is attorney/client privilege, but as a board can we release it.

Mitch says anything from our attorney can be classified as A/C – collectively you can release it.

Motion by Carland, seconded by Sauer, to release the letter from Mr. Figura dated April 11, 2016.

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

COUNTY ADMINISTRATOR'S REPORT – Mitch Deisch

- Article in the TCRE today regarding tomorrow's meeting BOC, BA and DHHS.
- AES voted in favor of the contract with Benzie County earlier today.

COMMISSIONERS

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April 26, 2016

- Co Adm 6 month evaluation – how do you want to go forward; BOC will do as a whole.
- Jail Update – they are doing a great job trying to make cuts.
- Buildings & Grounds: Motion by Walterhouse, seconded by Sauer, to approve the April 13, 2016 Buildings and Grounds Consent Calendar item 1 as presented. Roll call. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke Motion carried.

FINANCE

Bills: Motion by Sauer, seconded by Carland, to approve payment of the bills from April 8, 2016 to April 21, 2016 in the amount of \$411,319.34, as presented. Roll call. Ayes: Bates, Carland, Griner, Sauer, and Walterhouse Nays: None Exc: Tucker and Warsecke Motion carried.

Motion by Walterhouse, seconded by Sauer, to adopt a resolution authorizing the County Treasurer to open a new account for credit cards as requested. Roll call. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke Motion carried.

Motion by Walterhouse, seconded by Bates, to adopt a resolution to allow the County Treasurer to open a new account for inmate trust as requested. Roll call. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke Motion carried.

Finance Consent Calendar

Comm Bates removes item #6.

Motion by Walterhouse, seconded by Carland, to approve the April 12, 2016 Finance Committee Consent Calendar items 1 - 5 and 7 - 8, as presented. Roll call. Ayes: Bates, Carland, Griner, Sauer, and Walterhouse Nays: None Exc: Tucker and Warsecke Motion carried.

#6: Motion by Bates, seconded by Carland, to approve the purchase of radio gateway and related hardware as well as the installation from Grand Traverse Mobile of Traverse City in the amount not to exceed \$4,635.00 for Emergency Management, for the com van. Roll call. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke

HR AND PERSONNEL

Staff Policy: Motion by Walterhouse, seconded by Sauer, to approve the completed Benzie County Staff Policy Manual as presented. Roll call. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Walterhouse Motion carried.

7:00 p.m. Laura Galbraith, Executive Director of Venture North

Laura explains the reason for this Public Hearing for Field Crafts Book Wear, \$105,000 for working capital. Three full time positions are expected to be created over the next two years.

Of the \$105,000 -- \$70,000 will be used for marketing; \$9,000 for new software and \$26,000 for a printing present; there will be no displaced persons nor the current tenant.

13 public are present; five Board of Commissioner members; County Administrator; County Clerk and Ms. Galbraith.

7:02 p.m. Public Hearing Open

COMMISSIONERS

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April 26, 2016

John Zirkel – over the years Field Crafts has borrowed money? Yes -- have they paid it back? Yes
Vance Bates – the tenant with them is the Democratic Party – asks if there will be any federal issues with that. No

Michelle Thompson stated she gave a report to the Board of balance on the current program.

Coury Carland says this is great for Field Crafts.

7:05 p.m. Public Hearing Closed

Resolution 2016-012: Motion by Bates, seconded by Carland, to adopt Resolution 2016-012 Community Development Block Grant Loan Fund Application – Field Craft, Inc., as presented, authorizing the Chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer and Walterhouse
Nays: None Exc: Tucker and Warsecke Motion carried.

COMMITTEE APPOINTMENTS

Benzie Transportation Authority: Motion by Bates, seconded by Walterhouse, to accept the resignation of Jessica Carland from the Benzie Transportation Authority effective April 18, 2016.
Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke
Motion carried.

EMS: Motion by Bates, seconded by Sauer, to accept the resignation of Sam Miller from the EMS board as requested. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke
Nays: None Exc: Tucker and Warsecke Motion carried.

Centra Wellness: Motion by Bates, seconded by Carland, to reappoint Donald Smeltzer to Centra Wellness for a term ending March 31, 2019. Ayes: Bates, Carland, Griner, Sauer and Walterhouse
Nays: None Exc: Tucker and Warsecke Motion carried.

ACTION ITEMS

MDOC Staffing: Motion by Bates, seconded by Walterhouse, to authorize the MDOC to do a jail staffing analysis, authorizing the chairman to sign. Ayes: Bates, Carland, Griner, Sauer and Walterhouse
Nays: None Exc: Tucker and Warsecke Motion carried.

Resolution 2016-009: Motion by Bates, seconded by Sauer, to adopt resolution 2016-009 Application for Critical Bridge Funds for Haze Road Bridge, as presented. Roll call. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke Motion carried.

Resolution 2016-010: Motion by Bates, seconded by Carland, to adopt resolution 2016-010 Application for Critical Bridge Funds for Reynolds Road Bridge as presented. Roll call. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Walterhouse
Motion carried.

Resolution 2016-011: Motion by Bates, seconded by Walterhouse, to adopt resolution 2016-011 Application for Critical Bridge Funds for Nostwick Road Bridge as presented. Roll call. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Walterhouse
Motion carried.

CORRESPONDENCE

COMMISSIONERS

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April 26, 2016

- Roscommon County resolution regarding Campaign Finance Act received.
- Road Commission minutes of March 24, 2016 received.
- Bay County resolution received regarding Tax Tribunal.
- Bay County resolution regarding Center for Public Integrity received.

NEW BUSINESS – None

7:25 p.m. Public Input – None

Motion by Bates, seconded by Carland, to adjourn until the May 10, 2016 Regular meeting or the call of the chair. Ayes: Bates, Carland, Griner, Sauer and Walterhouse. Nays: None. Exc: Tucker and Warsecke. Nays: None. Motion carried.

Roger L. Griner – Chair

Dawn Olney, Benzie County Clerk

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1. Approved the agenda as amended, add resolutions 2016-009, 010, 011 and 012.
2. Approved the regular session minutes of April 12, 2016 as presented.
3. Adopted the L-4024 as presented, authorizing the chairman to sign.
4. Approved to put in the hands of the HR Committee to look at the restructure of committees and the authority on what is the procedure for hiring someone.
5. Authorized release of the letter from Mr. Figura dated April 11, 2016.
6. Approved the April 13, 2016 Buildings and Grounds Consent Calendar item 1 as presented.
7. Approved payment of the bills from April 8, 2016 to April 21, 2016 in the amount of \$411,319.34.
8. Adopted a resolution regarding opening a new account for credit cards as requested by the County Treasurer.
9. Adopted a resolution to allow the County Treasurer to open a new account for inmate trust as requested.
10. Approved the April 12, 2016 Finance Committee Consent Calendar items 1 – 5 and 7 - 8, as presented.
11. Approved the purchase of radio gateway and related hardware as well as the installation from Grand Traverse Mobile of Traverse City in the amount not to exceed \$4,635.00 for Emergency Management, for the com van.
12. Approved the completed Benzie County Staff Policy Manual as presented.
13. Public Hearing held for Field Crafts Book Wear loan of \$105,000 for working capital.
14. Adopted Resolution 2016-012 Community Development block Grant Loan Fund Application – Field Craft, Inc., as presented.
15. Accepted the resignation of Jessica Carland from the Benzie Transportation Authority effective April 18, 2016.
16. Accepted the resignation of Sam Miller from the EMS board as requested.
17. Reappointed Donald Smeltzer to Centra Wellness for a term ending March 31, 2019.
18. Authorized the MDOC to do a jail staffing analysis, authorizing the chairman to sign.

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19. Adopted resolution 2016-009 Application for Critical Bridge Funds for Haze Road Bridge, as presented.
20. Adopted resolution 2016-010 Application for Critical Bridge Funds for Reynolds Road Bridge as presented.
21. Adopted resolution 2016-011 Application for Critical Bridge Funds for Nostwick Road Bridge as presented.

DRAFT

BUILDINGS & GROUNDS

April 13, 2016

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

1. To start the process with Tenurgy to review energy bills and enter into a 36-month contract, authorizing the chairman to sign.

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

1. To reduce the jail budget by \$20,217.46 as presented.
2. To amend the 2015-16 budget for 263 Justice Training Fund in the amount of \$3,140.00.
3. To approve the purchase of six tablet computers and cases from Jack Pine Business Services in Manistee at a cost of \$4,079.94 for Emergency Management.
4. To approval the purchase of five handheld, five mobiles, rapid charge and battery cases from Amateur Electronics Supply of Cleveland Ohio in the amount of \$5,099.00, for Emergency Management.
5. To authorize the Office of Emergency Management to apply for the maximum of \$1,490.00 for the Hazardous Materials Emergency Preparedness Grant, authorizing the chair to sign.
6. Removed from Consent Calendar.
7. To amend the 2015-16 budget for fund 412 Maples as presented in the amount of \$400,000.00.
8. To amend the 2015-16 budget for fund 212 Benzie Kids as presented in the amount of \$600.00.



April 4, 2016

To: Benzie County Board of Commissioners

From: the League of Women Voters, Grand Traverse Area, Benzie Unit

Re: The League of Women Voters of Michigan's opposition to the continued operation of the Enbridge pipeline.

Our purpose in contacting you is to ask that the Benzie Board of Commissioners pass a resolution opposing the continuous operation of Pipeline 5, and send a letter to Michigan's Attorney General Schuette, asking that the Pipeline be shut down now. Attorney Schuette, himself, has said: "We would not allow this pipeline to be placed in the Great Lakes today and its days are certainly numbered." (February 1, 2016)

This Enbridge pipeline is 64 years old; it stretches 645 miles from Canada to Detroit and Toledo carrying **twenty three million gallons of oil every day** under the Mackinac Straits which, as you know, connect Lakes Huron and Michigan. We are very concerned that this pipeline may burst.

A recent University of Michigan study concluded that the Straits of Mackinac is the **"worst possible place for a burst oil pipe."** Last summer, results of a thorough investigation by the State of Michigan revealed that this pipeline, known as "Line 5," **poses an unacceptable risk to the Great Lakes.** (See enclosed clippings referring to a second U. of M. study released only the end of March.)

As members of the League of Women Voters in Benzie County we ask the Benzie County Commissioners to urge Attorney General Schuette to take action to safeguard the high quality of Lake Michigan water-- the drinking water source for forty million people. We are including a second page with additional details about the condition of the pipeline as well as points to support the immediate need to close it down.

RECEIVED

APR 06 2016

DAVID C. COPELAND
BENZIE COUNTY CLERK
BELLUM

1. Corrosion is the primary cause of pipeline failure, and Enbridge's data reveals that a portion of the pipeline in the Straits has lost 41% of its original (8 feet) wall thickness. Additionally, currents in the Great Lakes are devastating.
2. A catastrophic oil spill would have a record detrimental effect on Michigan tourism, agriculture, drinking water, fishing, shipping, and commercial enterprises.
3. It was an Enbridge pipeline that burst in Kalamazoo, dumping nearly a million gallons of heavy tar sands for 17 hours before it shut down the line.
4. Since 1988. **Enbridge has had 15 known failures on Line 5**, spilling about 260,00 gallons of oil; **Enbridge's pipeline network, between 1999 and 2010, has had 804 total failures that spilled a total of 6.8 million gallons of oil.**
4. The Coast Guard has testified that it does not approve of Enbridge's Emergency Response Plan.
5. Enbridge lacks a credible plan to recover oil during winters when the lakes are covered with ice.

Thank you for taking a stand on safeguarding the high quality of Lake Michigan water—the drinking water source for 40 million people.

League of Women Voters, Grand Traverse Area, Benzie Unit,

Mary Lee Orr



1304 Taquaka Rd.

Frankfort, MI 49635

RECEIVED

APR 06 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Our Great Lakes water resources are far too important to allow a major disruption without intensive research and approval from all of the Great Lakes states."

Schuette raised a good point in The Detroit News: He questioned whether all of the communities that

SEE WEEKS PAGE 2B

WEEKS

Great Lakes issues loom in campaigns

FROM PAGE 1B

would receive water from Waukesha's diversion are without other alternatives. Schuette, wisely, also seeks clarification about whether Waukesha's plan meets these water author-

ities' criteria for returning water flow to the Great Lakes. Noting that Waukesha's application is the first of its kind under the Great Lakes Compact, Schuette said, "It is essential to get this right. My basic position is to oppose water diversion from the Great Lakes in order to preserve this precious resource for future generations." Gov. Rick Snyder and Sens. Debbie Stabenow and Gary Peters also have been champions on Great Lakes issues.

Let us hope that as their respective partisan favorites campaign in Michigan for president, Michigan's officeholders on both sides of the aisle press their candidates to be advocates for the Great Lakes. George Weeks, a member of the Michigan Journalism Hall of Fame, for 22 years was political columnist for The Detroit News and previously with UPI as Lansing bureau chief and foreign editor in Washington. His weekly Michigan Politics column is syndicated by Superior Features.

Concern over the twin pipeline at the Straits has increased since the state's Michigan Petroleum Pipeline Task Force published its recommendations.

The latest controversy was last week over a study conducted by the University of Michigan Water Center and the National Oceanic and Atmospheric Administration's Great Lakes Environmental Research Laboratory.

The study, supported by the National Wildlife Federation, concluded that more than 700 miles of Great Lakes coastline are in danger of potential contamination from a Line 5 oil spill.

Enbridge spokesman Ryan Duffy, as quoted in the Detroit Free Press, said the study's model and illustrations "focus on an unrealistic volume of oil released." He said "Line 5 has operated safely across the Straits of Mackinac for 63 years and continues to do so."

STATEWIDE ELECTED OFFICIALS

A champion on a current Great Lakes issue is Attorney General Bill Schuette, who is fighting Waukesha's effort in southeast Wisconsin to slurp a huge 10 million gallons of water a day from the Great Lakes.

This is not a solo effort by Schuette. He's drawing on the diversions authority of the Great Lakes-St. Lawrence River Water Resources Body and the Great Lakes-St. Lawrence River Basin Water Resources Compact Council.

Schuette made the point to both groups that "The Great Lakes are one of the greatest resources not only for Michigan, but for the entire country. Waukesha's request to divert millions of gallons is very serious and, unless the serious exception is met, should be denied."

GEORGE WEEKS

Columnist



Great Lakes issues loom in campaigns

Thankfully, Great Lakes issues are likely to become prime factors in 2016 congressional, gubernatorial and presidential campaigns in Michigan — maybe more this year than ever before.

In the First Congressional District race to replace retiring U.S. Rep. Dan Benishek, R-Crystal Falls, former Democratic State Chairman Lon Johnson of Kalkaska County, at an event last week in Suttons Bay, called for immediate closing of the Enbridge Line 5 pipeline across the Mackinac Straits and an immediate assessment of alternatives for the transmission of that oil.

(Benishek is among a bipartisan group of representatives and senators pushing legislation to combat the threat of Asian Carp in the Great Lakes. As he noted: "From fisheries to recreation, so much of our economy rests on health of the Lakes.")

Johnson, among contenders for the office Benishek has held since January 2011, has been vocal on Line 5, but others are weighing in on the issue as well.

RECEIVED

APR 06 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Elected Officials and Department Head Comments

Animal Control Report				
4/1/2016 - 4/30/2016				
	Dogs	Cats	Cal YTD	Cal YTD
			Dogs	Cats
Admitted	11	6	57	34
Released	5	0	25	0
Euthanized	0	0	2	4
Adopted	8	9	39	34
Rescue/Foster	0	1	2	4
Animal in shelter	2	2		
Other animals admitted	0			
Calls for Service			15	
Total Number of After Hours Calls			7	
Total Number of Miles Driven			288	442
Total Gallons of Gas			15.3	21.14
Current Truck Mileage			32,447	2,300
Phone Calls			129	
Visitors			206	
Cleaning Time			161	

Report Written by: Jaime Croel
Please call (231) 882-9505 or stop by if you have any questions

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MAY 04 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Benzie Transportation Authority - Feb 2016 Statement of Activities

	Feb 2016		Oct 2015 - Feb 2016		2016		Feb 2015		Oct 2014 - Feb 2015	
	Actual	Budget	Actual	Budget	Annual Budget	Actual	Actual	Actual	Actual	Actual
Income										
40100 - Passenger Fares	8,255.97	11,290.00	43,722.39	47,950.00	107,500.00	11,005.62	46,733.68			
40200 - Contract Fares	225.00	420.00	5,032.50	2,100.00	5,000.00	1,552.50	9,577.50			
40615 - Advertising Income	100.00	0.00	2,100.00	0.00	0.00	0.00	0.00			
40710 - Sale of Maintenance Services	1,251.60	1,375.00	7,371.67	6,875.00	16,500.00	738.33	4,359.09			
40809 - Taxes Levied Directly for/by TA	201,847.60	200,000.00	472,526.27	468,700.00	559,844.00	157,061.65	421,101.76			
41101 - State Operating Assistance	27,759.00	27,626.00	299,524.00	298,857.00	492,239.00	23,424.00	360,261.00			
41301 - Section 5311	62,933.00	55,245.00	62,933.00	55,245.00	220,982.00	0.00	66,714.00			
41398 - RTAP	1,633.11	375.00	2,302.32	1,875.00	4,500.00	0.00	1,807.76			
41400 - Interest Income/Other Revenue	6.14	7.00	-9.16	32.00	75.00	170.61	574.27			
Total Income	304,011.42	296,336.00	895,502.99	881,634.00	1,406,640.00	193,952.71	911,129.04			
Expense										
50101 - Operators' Salaries and Wages	35,720.14	36,802.00	194,306.85	202,411.00	478,430.00	32,385.42	190,098.59			
50102 - Other Salaries and Wages	19,571.22	18,744.00	107,337.27	107,192.00	243,668.00	17,826.71	96,593.58			
50103 - Dispatchers' Salaries and Wages	11,409.73	10,734.00	68,036.81	59,037.00	139,537.00	12,773.63	64,970.44			
50200 - Fringe Benefits	14,048.15	14,296.00	68,036.13	80,237.00	201,054.00	20,270.70	80,519.02			
50310 - Board Compensation	280.00	333.00	735.00	999.00	2,000.00	490.00	1,330.00			
50399 - Service Expense	5,839.86	5,915.00	34,662.23	36,552.00	68,635.00	10,440.04	75,650.69			
50401 - Fuel and Lubricants	5,398.67	6,680.00	30,440.44	42,830.00	97,000.00	7,255.16	47,548.80			
50402 - Tires and Tubes	923.84	800.00	6,602.47	5,400.00	11,000.00	0.00	2,920.72			
50404 - Major Purchase	0.00	250.00	0.00	1,250.00	3,000.00	0.00	0.00			
50405 - Office Supplies	479.37	575.00	2,092.03	2,875.00	6,600.00	-6.71	3,294.67			
50406 - Parts Revenue Vehicles	2,367.55	3,500.00	15,627.91	19,000.00	44,000.00	4,603.59	20,087.36			
50407 - Parts for Non Revenue Vehicles	0.00	50.00	756.03	250.00	660.00	0.00	540.40			
50499 - Other Materials and Supplies	2,141.56	1,500.00	11,172.70	8,840.00	23,500.00	3,939.92	16,941.63			
50500 - Utilities & Insurance	11,853.99	15,605.00	14,900.58	37,206.00	71,616.00	2,032.54	17,890.30			
50700 - Taxes and Fees	0.00	120.00	104.00	600.00	1,400.00	20.00	247.30			
50902 - Travel, Meetings & Training	363.55	250.00	1,991.13	1,250.00	3,000.00	368.60	1,483.45			
50903 - Association Dues and Subscript	24.94	75.00	4,189.56	4,100.00	4,500.00	21.99	4,164.53			
50999 - Other Miscellaneous Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
51102 - Interest on Short-Term Debt	0.00	0.00	0.00	0.00	100.00	0.00	0.00			
51205 - Sharp Copter/Dispatch Lease	207.80	208.00	1,039.00	1,040.00	2,500.00	207.80	1,039.00			
57402 - Ineligible RTAP	1,496.11	375.00	2,302.32	1,875.00	4,500.00	393.48	1,857.22			
Total Expense	112,128.48	116,812.00	562,334.46	612,944.00	1,406,640.00	113,033.88	629,187.60			
Change in Net Assets	191,882.94	179,526.00	333,168.53	268,690.00	0.00	80,918.83	281,941.44			

Honor Bank Checking \$30,416.84

Honor Bank Savings \$55,000.00
 Cash Reserve \$35,000.00
 Rotary Grant Funds \$413,247.48
 General
Total \$503,247.48

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APR 21 2016

DAWN OLNEY
 BENZIE COUNTY CLERK
 BENZIE, MI 49617

Benzie Transportation Authority - March 2016 Statement of Activities

	March 2016		Oct 2015 - March 2016		2016		March 2015		Oct 2014 - March 2015	
	Actual	Budget	Actual	Budget	Annual Budget	Actual	Actual	Actual	Actual	Actual
Income										
40100 - Passenger Fares	9,270.74	7,420.00	52,993.13	55,370.00	107,500.00	7,236.59	53,970.25			
40200 - Contract Fares	-118.50	420.00	4,914.00	2,520.00	5,000.00	1,417.50	10,995.00			
40615 - Advertising Income	700.00	0.00	2,800.00	0.00	0.00	0.00	0.00			
40710 - Sale of Maintenance Services	1,991.07	1,375.00	9,382.74	8,250.00	16,500.00	1,765.60	6,124.69			
40760 - Gains from Sale Capital Assets	4,156.56	0.00	4,156.56	0.00						
40800 - Taxes Levied Directly forby TA	88,087.22	52,000.00	540,623.49	520,700.00	559,844.00	95,950.17	517,051.93			
41101 - State Operating Assistance	27,759.00	27,626.00	327,283.00	326,483.00	492,239.00	23,424.00	383,685.00			
41301 - Section 5311	0.00	0.00	62,933.00	66,245.00	220,982.00	0.00	66,714.00			
41398 - RTAP	0.00	375.00	2,302.32	2,250.00	4,500.00	494.62	2,302.38			
41400 - Interest Income/Other Revenue	166.73	7.00	157.57	39.00	75.00	10.77	585.04			
Total Income	112,022.82	89,223.00	1,007,525.81	970,857.00	1,406,640.00	130,299.25	1,041,428.29			
Expense										
50101 - Operators' Salaries and Wages	35,976.27	36,802.00	230,285.12	239,213.00	478,430.00	32,924.09	223,022.68			
50102 - Other Salaries and Wages	18,842.41	18,744.00	126,179.68	125,936.00	243,668.00	18,084.65	116,678.23			
50103 - Dispatchers' Salaries and Wages	11,425.00	10,734.00	79,481.81	69,771.00	139,537.00	11,483.70	76,454.14			
50200 - Fringe Benefits	21,305.88	20,296.00	88,417.23	100,533.00	201,054.00	14,250.23	94,769.25			
50310 - Board Compensation	0.00	0.00	735.00	999.00	2,000.00	140.00	1,470.00			
50399 - Service Expense	7,484.97	4,815.00	41,527.20	41,387.00	68,635.00	4,968.56	80,619.25			
50401 - Fuel and Lubricants	5,440.06	9,000.00	35,880.50	51,830.00	97,000.00	-3,012.11	44,536.69			
50402 - Tires and Tubes	606.20	800.00	7,208.67	6,200.00	11,000.00	-223.06	2,697.66			
50404 - Major Purchase	0.00	250.00	0.00	1,500.00	3,000.00	1,787.51	1,787.51			
50405 - Office Supplies	0.00	575.00	2,092.03	3,450.00	6,800.00	712.66	4,007.23			
50406 - Parts Revenue Vehicles	2,346.96	3,500.00	17,974.87	22,500.00	44,000.00	1,538.70	21,636.06			
50407 - Parts for Non Revenue Vehicles	885.95	50.00	1,641.98	300.00	600.00	0.00	540.40			
50499 - Other Materials and Supplies	2,800.90	1,500.00	14,563.60	10,340.00	23,500.00	2,867.05	19,808.68			
50500 - Utilities & Insurance	3,820.63	4,430.00	18,721.21	41,636.00	71,616.00	13,351.65	31,241.95			
50700 - Taxes and Fees	270.00	120.00	374.00	720.00	1,400.00	70.00	317.30			
50902 - Travel, Meetings & Training	404.25	250.00	2,395.38	1,500.00	3,000.00	439.45	1,922.90			
50903 - Association Dues and Subscript	24.94	75.00	4,214.50	4,175.00	4,500.00	24.94	4,189.47			
50999 - Other Miscellaneous Expenses	0.00	0.00	3.00	0.00	0.00	0.00	0.00			
51102 - Interest on Short-Term Debt	0.00	0.00	0.00	0.00	100.00	0.00	0.00			
51205 - Sharp Copier/Dispatch Lease	207.80	208.00	1,248.80	1,248.00	2,500.00	207.80	1,246.80			
57402 - Ineligible RTAP	150.00	375.00	2,452.32	2,250.00	4,500.00	150.00	2,007.22			
Total Expense	111,992.22	112,524.00	675,374.90	725,468.00	1,406,640.00	99,765.82	728,953.42			
Change in Net Assets	30.60	-23,301.00	332,150.91	245,389.00	0.00	30,533.43	312,474.87			

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APR 21 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

\$64,892.27

\$55,000.00

\$35,000.00

\$381,596.19

Total \$471,506.19

Commissioner Report

County Administrator's Report

Memo To: Benzie County Commission
From: Mitch Deisch, Administrator
Date: May 4, 2016
Subject: Medical Examiner Contract



For the past several months Staff along with the County Commission have been discussing the potential of terminating the existing Inter-local Agreement creating a regional medical examiner office for Grand Traverse, Leelanau and Benzie counties.

The current agreement that was entered into on December 2014 is attached for your review.

Based upon our research, there is a strong likelihood that terminating the existing agreement and entering into an agreement with Mecosta/Newaygo Counties could provide savings to Benzie County.

Staff is requesting formal direction from the Benzie County Commissioners as to which direction they want staff to pursue, either continue on with the existing agreement or start discussions/negotiations with Mecosta/Newaygo Counties.

RECEIVED

MAY 04 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

**INTERLOCAL AGREEMENT
FOR THE CREATION OF A REGIONAL MEDICAL EXAMINER'S OFFICE FOR THE
COUNTIES OF GRAND TRAVERSE, BENZIE, AND LEELANAU**

THIS INTERLOCAL AGREEMENT entered into by and between the County of Grand Traverse, a municipal corporation and political subdivision of the State of Michigan, 400 Boardman Avenue, Traverse City MI ("GTC"), the County of Benzie, a municipal corporation and political subdivision of the State of Michigan, 448 Court Place Beulah, Michigan 49617("BC") and the County of Leelanau, a municipal corporation and political subdivision of the State of Michigan, 8527 E. Government Center Dr., Suite 101, Suttons Bay, Michigan 4949682("LC"), collectively referred to as the "Parties", or individually as a "Party", shall govern participation in the Regional Medical Examiner's Office (hereafter "RMEO").

RECITALS

Article VII, Section 28 of the Michigan Constitution of 1963 provides, in part, that two or more counties, townships, cities, villages, or districts, or any combination thereof, may, among other things, enter into contractual undertakings or agreements with one another for the joint administration of any of the functions or powers which each would have the power to perform separately; and,

The Urban Cooperation Act of 1967, being MCL 124.501, et. seq. provides that public agencies may exercise jointly any power, privilege, or authority that each agency may exercise separately; and,

The County Medical Examiners Act being MCL 52.201 et. seq. (the "Act"), permits two or more counties, by resolution of their respective board of commissioners, to enter into an agreement to employ the same person to act as medical examiner for all of the counties; and,

The Parties have decided that it is in the best interests of such counties to create a RMEO; and,

The Parties endeavor to realize and recognize a substantial savings in time, effort, and expenses to each individual county by participating in a RMEO; and,

Therefore, in consideration of the foregoing, the Parties agree to this Interlocal Agreement as set forth below.

AGREEMENT

Based upon the foregoing statements, the Parties agree to the following terms, conditions, representations, considerations and acknowledgements and mutually agree as follows:

- 1. MEDICAL EXAMINER AND DEPUTY MEDICAL EXAMINER
APPOINTMENT BY LC AND BC:**

Pursuant to Section 1(1) of 1953 PA 181 (MCL 52.201(1)), LC and BC shall appoint the same physician recommended by GTC, who shall be licensed to practice medicine in the State of Michigan, to serve as the Parties' Medical Examiner, for the term covering January 1, 2015 to December 31, 2015 ("Medical Examiner") consistent with this Interlocal Agreement.

The Parties' Board of Commissioners shall also appoint the same Deputy Medical Examiner(s) recommended by GTC, who shall be licensed to practice within the State of Michigan who are approved by the Medical Examiner.

2. MEDICAL EXAMINER'S DUTIES AND SERVICES:

The Medical Examiner shall have such duties and provide such services as required and/or authorized by law, including but not limited to those set forth in 1953 PA 181 (MCL 52.201 et. seq.), as amended.

3. AGREEMENT DURATION AND TERMINATION:

This Agreement shall become effective on November 1, 2014 and unless terminated as set forth below, shall continue to December 31, 2015. Thereafter, this Agreement shall renew for three additional terms, which each renewal term shall be one year in length, and each renewal term shall be on the same terms and conditions as set forth in this Agreement. This Agreement shall automatically renew for each successive renewal term unless one Party notifies, in writing, the other Parties of its intention not to renew this Agreement, at least 60 days prior to the expiration of the then current term.

Notwithstanding any other provision in this Agreement to the contrary, any Party may terminate its participation under this Agreement by giving 90 days written notice to the other Parties.

4. GTC SERVICES TO LC AND BC:

GTC shall administer the RMEO, and shall be responsible for the activities and duties described below:

- a. GTC shall secure the necessary office space for the RMEO and ensure that the RMEO is housed in an accessible and centralized location.
- b. GTC shall appoint Dr. Nicole Fliss as its medical examiner who shall act as the medical examiner for all the parties. In addition, GTC shall also appoint Dr. Kari Youngas the Deputy Medical Examiner subject to approval of the GTC's Board of Commissioners. Additional Medical Examiners may be appointed upon approval by the Parties. The Parties agree that GTC shall be responsible for the supervision over the services to be performed by the Medical Examiner and Deputy Medical Examiners pursuant to this Agreement including compensation. GTC shall be solely responsible for the compensation of the Medical Examiner and Deputy Medical Examiner(s).

c. Supervise the following services to be performed by the Medical Examiner:

- i. The Medical Examiner shall be in charge of the operation and management of the RMEO, may establish policy and procedures related to the RMEO, may promulgate rules related to the conduct of the RMEO, and except as otherwise provided in this agreement, appoint and direct all forensic investigators.
- ii. The Medical Examiner shall perform all services as required by the Act to all the Parties to this agreement. The performance of Medical Examiner services shall also be in accordance with the Medical Examiner's professional judgment, the standards of the profession, and consistent with the Parties' policies and federal and state law.
- iii. The Medical Examiner shall cooperate with the Prosecuting Attorney for all Parties and all law enforcement agencies in each Party's jurisdiction.
- iv. The Medical Examiner, or other RMEO representative, shall attend Elder and Vulnerable Adult Death review team meetings, Child Death review team meetings, court proceedings and meetings with families and other interested parties.
- v. When requested, the Medical Examiner shall attend meetings with representatives from the Parties' Prosecutor's Office, Sheriff's Office, and Health Departments, to review the RMEO operations.
- vi. The Medical Examiner shall have sole and exclusive right to the management, retention and release of the Medical Examiner records pertaining to the services rendered pursuant to this Agreement. Per MCL 52.202(4) of 1953 PA 181, as amended, medical records, books, papers, documents, or other items that the Medical Examiner or Deputy Medical Examiner obtains in conducting an investigation under 1953 PA 181, whether in response to a subpoena or otherwise, are exempt from disclosure under State of Michigan's Freedom of Information Act, 1976 PA 442. The records of the Medical Examiner shall be maintained and retained in accordance with any applicable statute regarding public records for that office.
- vii. The Medical Examiner shall keep and maintain all records necessary to the operation of the RMEO, and as required under the Act.
- viii. The Medical Examiner shall provide an annual report and death case statistics to all the Parties, and meet with the Parties' Administrators or boards of commissioners to provide an annual update.

5. **FEES FOR SERVICES:** In consideration of GTC's promises under this Agreement, BC and LC agree to pay GTC their share of the RMEO's operating and maintenance

costs. Specifically, BC agrees to pay \$2,272.42 per month, not to exceed a total sum of \$27,269.00 per year, for the duration of this Agreement; and LC agrees to pay \$2,035.25 per month, not to exceed a total sum of \$24,423.00 per year, for the duration of this Agreement. This compensation shall be paid in monthly installments on or about the tenth day of each month. :

- a. The first payment for services is prorated to a monthly fee of \$2,272.42 and \$2,035.25 respectively and shall be paid by November 15, 2014.
- b. All monthly payments shall be due and payable by BC and LC without any further notice or demand from GTC.
- c. Each monthly payment shall be made by check drawn on a county account and shall be made payable to the "Grand Traverse County" and delivered to the attention of the Grand Traverse County Treasurer, 400 Boardman Avenue, Traverse City MI 48684.
- d. Each such payment shall clearly identify that it is a monthly payment being made pursuant to this Agreement and identify the calendar month for which LC and BC intended the payment to apply. BC and LC agree that GTC, in its discretion, may apply any monthly payments received from BC and LC to any past due amount or monthly payment then due and owing to GTC pursuant to this Agreement.
- e. Each year, prior to the anniversary date of the Agreement, GTC shall review its personnel costs and any costs directly related to the ability of GTC to provide services under this agreement. If those costs have increased, GTC shall notify LC and BC in writing of the amount of and the reason for the increased costs for the service under the Agreement no later than 30 days before the anniversary date of the Agreement. Those increased costs will be assessed as fees to LC and BC from the anniversary date of the Agreement for a one (1) year period. If LC or BC objects to those increased fees, GTC may cancel the Agreement as set out in Paragraph 3 or the parties may agree to amend the fee increase to a different amount, which shall be effective for a one year period beginning the anniversary date of the Agreement and continuing for a one (1) year period from each anniversary date. If an amended fee is not negotiated until after the anniversary date of the Agreement, LC and BC shall be responsible for payment of the increased fee for each month only in the event a mutual agreement amending the increase fee is reached.
- f. In addition to the fee for operating and maintaining the RMEO, both LC and BC shall be responsible from time to time for additional "contractual costs," which are costs related to the following services:
 - i. Body transportation to the morgue;
 - ii. Transportation to/from a forensic autopsy;

- iii. EMS investigator fees;
- iv. Lab fees;
- v. Forensic autopsy fees; and
- vi. Capital costs.

GTC shall send LC and BC a separate invoice for any contractual costs, which shall be paid within thirty days of receipt. Payment for contractual costs will be paid in the manner as outlined in the above paragraph c.

6. **GENERAL TERMS**

- a. Each Party shall be solely responsible for any investigation conducted by the Party's law enforcement investigators and emergency responders.
- b. GTC shall provide LC and BC copies of any audit reports and records in its possession at the time of such request. The Parties shall be entitled to conduct audits of all books and records pertaining to this Agreement; however, any costs associated with a forensic audit or compilation of data that is not available in the ordinary course of business, shall be paid for by the requesting Party(ies).
- c. The Parties agree that no joint venture is created by this Agreement and that no separate or independent legal entity is created hereby
- d. The Parties agree that at all times and for all purposes under the terms of this Agreement, there is no employer-employee relationship between the Parties. No liability, right or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or services, activities or duties performed under this Agreement. Each Party shall be responsible for all benefits for its officers, including, but not limited to, wages, salaries, disability payments and/or benefits, pension benefits, worker's compensation claims and/or benefits, including derivative benefits, dependent benefits or other benefits relating to disability and worker's compensation, and claims for damages to or destruction of its own equipment or its officer's clothing, and claims for its own officer's medical expenses.
- e. To the extent permitted by law, each Party agrees to be liable for, defend, pay on behalf of, indemnify, and hold harmless the other Party(ies), its officers, elected and appointed officials, employees and others working for that Party from any third party claims, demands, suits or loss of any nature, including, but not limited to, bodily injury or death and/or property damage, which arises out of or is in any way connected with any activities or duties performed under this Agreement. This duty to indemnify, defend and hold harmless shall include all costs of litigation or defense of claims including attorney fees, costs and expert fees, provided that nothing herein shall be construed as a

waiver of any governmental immunity by the Parties, or their employees, respectively, as provided by statute or court decisions.

- f. The Parties agree that all indemnification and hold harmless promises, waivers of liability, representations, insurance coverage obligations, liabilities, and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or claims, either occurring or having their basis in any events or transactions that occurred before the termination of this Agreement, shall survive termination.

- g. Within ten (10) days from the execution of this Agreement, each Party shall provide a Certificate of Insurance, acceptable to the other Party, demonstrating that general liability coverage is available for any and all claims for personal injury or property damage which are or might be caused by activities or duties performed under this Agreement by any Party. Each Party agrees to keep said insurance coverage in full force and effect for the term of this Agreement. Each Party shall submit to the other Party, prior to the expiration of any insurance coverage, the new Certificate(s) of Insurance acceptable to the other Party. Any Certificate of Insurance shall name the other Parties as additional insureds and contain the following cancellation notice:

“Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written certificate holder.”

Any Party may request a copy of said insurance certificate at any time

During this Agreement, failure to produce a certificate of insurance within twenty (20) days of a request by a Party may allow the requesting Party to terminate this Agreement.

A lapse in the insurance coverage required under the Agreement shall be considered a material breach of this Agreement and the Agreement shall become null and void automatically as to the lapsing Party at any time such a lapse in coverage exists.

- h. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the RMEO or any of the Counties in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by each Party in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Parties, or their employees, respectively, as provided by statute or court decisions.
- i. Each of the Parties to this Agreement agree to cooperate with the other Parties in the operation of RMEO and their respective risk management systems.

Each party agrees that if an incident occurs and is reported as a part of its respective risk management system, and if the incident report involves activities involved with this Agreement for any participating entity or its respective staff or agent, a copy of said incident report will be immediately delivered to the designated representative of the other Parties. It is agreed and understood that said incident reports will be held in the strictest of confidence and that each Party agrees to cooperate fully with the other in the investigation and resolution of the incident or liability exposure revealed as a result of its respective risk management system.

- j. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.
- k. This Agreement sets forth the entire Agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not constructed strictly for or against any Party. The Parties acknowledge that they have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
- l. This Agreement shall be in full force and effect and is legally binding upon each Party at such time as it is signed and certified by all Parties.
- m. This Agreement may be amended from time to time in writing and approved by resolution of the appropriate governing body of the Parties. The effective date of any amendment shall be the date as of which the last of the necessary Parties has approved the amendment.
- n. This Agreement shall remain in full force and effect and shall bind the Parties executing the Agreement and said governing body of the Party adopting a resolution giving its approval to this Agreement until terminated as provided in this Agreement.
- o. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force and effect.
- p. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the Grand Traverse County Circuit Court, Grand Traverse County, Michigan where jurisdiction and venue are proper.
- q. The Recitals shall be considered an integral part of this Agreement.

- r. The Parties agree that they shall promptly deliver to the other Parties written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature that the other Parties become aware of and which involves the performance of activities or duties under this Agreement. Unless otherwise provided by law and/or Michigan Court Rule, the Parties agree to cooperate with one another in any investigation conducted by the other Party or Parties of any acts or performances of any activities under this Agreement.
- s. Any written notice required or permitted under this Agreement shall be considered delivered to a Party as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Services. All notices under this Agreement are to be sent to the Administrator of each of the Parties.
- t. This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed this 10th day of December 2014.

COUNTY OF GRAND TRAVERSE

By: [Signature]

Its: Chairman

WITNESS:

By: Sarah Bletz

Its: Chief Deputy County Clerk

COUNTY OF BENZIE

By: [Signature]

Its: Chairman

Witnessed by:

By: Dawn Dney

Its: County Clerk

COUNTY OF LEE LANAU

By: [Signature]

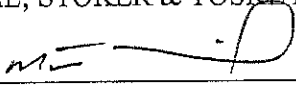
Its: Board Chairman

Witnessed By:

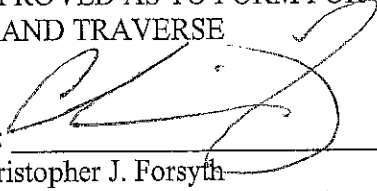
By: [Signature]

Its: County Clerk

APPROVED AS TO FORM
FOR COUNTY OF LEE LANAU
COHL, STOKER & TOSKEY, P.C.

By: 
Mattis D. Nordfjord

APPROVED AS TO FORM FOR COUNTY OF
GRAND TRAVERSE

By: 
Christopher J. Forsyth
Deputy Civil Counsel

APPROVED AS TO FORM FOR COUNTY OF BENZIE

By: 
Richard J. Figura

FINANCE REPORT

**Finance Committee
Meeting Notes
April 26, 2016**

A special meeting of the Finance Committee was called to order by Frank Walterhouse at 3:00 p.m.

Present: Coury Carland, Gary Sauer and Frank Walterhouse

Staff Present: Dawn Olney, Michelle Thompson, Maridee Cutler, Mitch Deisch, Amy Bissell,
Cameron Clark and Connie Krusniak

Pledge of allegiance given.

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

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

Public Input: None

Telephone RFP Consultant Contract: Maridee explained the status of the telephone RFP: We have contacted to companies to help with this project. Both about the same price, Imperic cannot help us right away. After looking at both quotes, she feels Abilita is the way to go. Abilita will charge up to \$7,500 for Phase I consulting fee.

Mitch stated that we have budgeted \$20,000 but the project will be \$60 - \$70,000; we need to be sure it talks smoothly with the Sheriff Dept. a new RFP will need to be drawn up.

Motion by Carland, seconded by Sauer, to recommend to the Board of Commissioners to enter into contract with Albita for up to \$7,500 for a telephone consulting contract and to assist with and review a request for proposal. Aye: All Nays: None Motion carried.

Child Care -- Cameron Clark: Cameron stated that in January 2016 the social worker left and they didn't fill the position and during that time have seen some savings; the social worker was a 60/40 split with Manistee County and with a 40% social worker, we don't get our bang for our buck – one person is spread to thin. They would like to have the opportunity for a volunteer program. The volunteers would be under contract, not an employee with no benefits to recruit, maintain, monitor and maintain with the hope to begin and break the cycle of those being on the outside and looking in. They want to make the juveniles feel a part of the community and society. This is the opportunity for us to break that cycle. They would like to try this for 18 – 24 months see if it is helping these kids. Manistee County voted to support this program on a trial basis for up to 18 months and leave the door open if the judge changes his mind or the bottom falls out of the program. They would like to keep the social worker program in the budget in case this program does not work out.

Motion by Carland, seconded by Sauer, to recommend to the Board of Commissioners to support the volunteer program on a trial basis for up to 18 months and leave the door open if the judge changes his mind or the volunteer program fails. Ayes: All Nays: None Motion carried.

Other: None

Motion by Sauer, seconded by Carland, to adjourn at 3:42 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 enter into contract with Albilita for up to \$7,500 for a telephone consulting contract and to assist with and review a request for proposal.
2. To support the volunteer program on a trial basis for up to 18 months and leave the door open if the judge changes his mind or the volunteer program fails.

DRAFT

MASTER SERVICE AGREEMENT

Between Benzie County and Abilita of Northville

AGREEMENT TERMS

1. The Client hereby authorizes Abilita to review its telecommunications system and to submit recommendations for improvements including recommendations for possible savings. This review may include the review of existing systems, services, equipment, suppliers, plans and other telecom functions; and the recommendations may include alternate methods, systems, services, equipment, suppliers or plans or other suggestions for improvement or cost savings.
2. All recommendations for improvements to the telecommunication system including recommendations for possible savings made by Abilita are subject to the Client's approval. No action regarding such changes shall be undertaken without the prior written consent of the Client. Any recommendations acted upon by the Client within thirty six (36) months of submission by Abilita shall be deemed to be accepted by the Client.
3. The Client hereby authorizes Abilita to identify and pursue, on the Client's behalf, possible refunds or credits due to billing errors or other causes.
4. The Client will provide Abilita with equipment records, telecommunications invoices, contracts, web-based provider invoices (including initial set-up if applicable) and other related information, as well as written authorization for Abilita to receive all such records and information directly from suppliers, during the payment term of this agreement as required by Abilita.
5. Abilita shall hold all records and information submitted for review by the Client in the strictest confidence.
6. All recommendations, actions and suggestions submitted by Abilita for the Client's consideration shall be held in the strictest confidence.
7. The term of this Service Agreement shall be thirty six (36) months from the date of signing.

PAYMENT TERMS

8. The Client agrees to pay Abilita, as its fee for the services rendered under this agreement, fifty (50) percent of all savings **realized** as a result of the acceptance of recommendations made by Abilita and reductions in cost realized as a result of Abilita's instigation or negotiation of such cost reductions, for a period of thirty six (36) months from the date of implementation of the accepted recommendation, or cost reduction, after which time the entire savings will accrue to the Client.
9. Billings will be as follows; 12 installments of 8.3% of the amount due based on documented savings, in 3 month increments from the date of implementation. Verification of savings will be conducted on a 90-day basis.
10. The Client also agrees to pay Abilita, fifty (50) percent of each refund or credit or other consideration realized based on Abilita's identification of billing errors or other causes. Payment will be due within thirty (30) days of the receipt of the refund, credit or consideration by the Client. Abilita will provide invoices detailing the computation of savings and refunds.

11. Statements not paid prior to the due date shall be subject to an interest charge of 1.5% per month, compounded monthly. A charge of \$35 will be issued for any check tendered by customer and returned unpaid by a financial institution. Calculation of savings shall be based on equivalent usage (the difference between what it would have cost the Client if the recommendations had not been implemented, and actual charges) and shall also include the amount of refunds, rebates or other consideration paid or credited to Client by suppliers as a result of Consultant's efforts. Calculated savings shall be offset by the amount spent by Client to purchase systems or hardware recommended by Consultant.

12. Limitation of Liability. Consultant's pricing reflects the allocation of risk and limitation of liability specified in this paragraph. Consultant's total liability to Client under this Agreement or based on any other cause of action (tort, statute, or otherwise) relating in any way or to any degree to its performance hereunder, for damages, costs and expenses, shall not exceed \$10,000 or the compensation received by Consultant under this Agreement, whichever is less. **NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.**

OTHER SERVICES

13. Telecommunications consulting services, billed on an hourly basis are also available. An estimate will be provided and agreed upon by the Client and Abilita before proceeding with any consulting work.

Benzie County
(Client Name)

448 Court Place
(Address)

Beulah, MI 49617
(City, State, ZC)

(231) 882-0558
(Telephone)

Signature of Authorized Client Representative
I have the authority to bind the organization
(company)

Print Name

Title

Date

Abilita - Northville

45924 7 Mile Road
(Address)

Northville, MI 48167
(City, State, ZC)

(248) 412-0140
(Telephone)

Signature

Print Name

Date

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Telecommunications System Consultation Proposal For: Benzie County



April 7, 2016

Presented by:

Paul Anker, Dan Aylward



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EXECUTIVE OVERVIEW

Abilita is pleased to submit its proposal to provide consulting services for Benzie County. We propose assisting in the procurement of a phone system solution as requested in our meeting on March 16, 2016. Based on our discussions and Abilita's evaluation we understand the following:

- Current phone system at the Benzie County Government Center (Centrex) is about 20 years old and at "end of life", as well as facing increases in monthly cost as a result of Centrex service being primarily a monthly operating expense (e.g. the "brains" of the service are in AT&T Central offices vs. a main PBX unit located on-site). There are concerns about ongoing maintenance, parts availability and it is difficult to administer.
- The County's telephone network service contracts are coming to the end of term and will need to be evaluated as to what are the best alternatives.
- The Sheriff's office, located on the east side of the Government Center has a Cisco system which is approximately two years old. The new system will need to be "integrated" with that system (at a minimum, dialing between extensions.)
- The County may need to upgrade the phone system to be compatible with E911 regulations that are due to go into effect by the end of 2016. (Current legislation, signed by the Governor, would require Organizations such as the County to provide office/room location, in addition to the building address, if someone dials 911 from the Government Center.)

The benefits of using Abilita to guide the County through the phone system Request for Proposal (RFP) process include:

- User group and management interviews will help ensure that the County gets what it needs in a phone system – no more and no less.
- Abilita has the technical expertise in telecommunications equipment and services, as well as comprehensive understanding of the vendors' rates and services
- An independent, unbiased analysis will assist the County in understanding true cost alternatives to maximize the County's return on investment
- A detailed RFP will remove significant uncertainty from the vendors' perspective in determining what the County requires
- Abilita will identify suitable vendor choices and put pressure on vendors to respond with an economical solution
- Abilita will deliver an "apples to apples" comparison for the County's review
- The competitive environment of an RFP and the resulting reduction in purchase price will more than cover the consulting fees paid



In delivering our consulting services we will use a 3-phase approach.

- Phase 1 - Discover and Define
- Phase 2 - Develop
- Phase 3 - Deploy

For fee estimation purposes, we will combine Phases 1 and 2. These phases will include a detailed definition of needs, the creation of a RFP, identification of vendors to be invited to respond, evaluation of responses, vendor due diligence, recommendation of a solution and vendor for approval by the County. Consulting fees for these services will be \$7,500.

In Phase 3, Abilita will assist in the deployment of the approved solution, including contract negotiation with the selected vendor, ensuring that the final design fits the County's requirements and the implementation is done with minimal impact to the ongoing operation of Benzie County. Consulting fees will be in the range of \$2,000 - \$3,000.



EXPERIENCE & QUALIFICATIONS

Abilita has 18 Consultants with diverse backgrounds in:

- Telecommunications systems technologies
- Voice, data, Internet, and wireless services
- Broadband and data networking
- Traffic studies and network design
- Telecommunications security, disaster recovery and service continuity
- Strategic planning and corporate development
- Project management
- Telecommunications engineering, operations, and administrative support

We have undertaken hundreds of major projects from coast to coast. Our Consultants also offer the benefit of their familiarity and broad knowledge of the region.

The value of Abilita's services is not only linked to the expertise of our Consultants in the telecommunications industry but to their experience in other related fields. In a world where new operating models are in continual development, dynamic, progressive solutions evolve from a blend of alternative approaches and conventional wisdom. This approach is the cornerstone of success for Abilita, which we have shared with many of our clients.

Our success as a consulting organization lies in our ability to formulate practical and realistic strategies and solutions in direct response to our clients' needs. Our approach hinges on our ability to listen and thoroughly understand an organization's requirements to develop solutions that fit the organization. Understanding our clients also allows us to focus our efforts on the task at hand by building from work that has already been completed, and spending less time re-crafting analyses and decisions that have already been made. We focus our efforts by completing the assignment within a framework that provides the highest degree of value.

During the course of our other assignments, Abilita has earned a reputation for a high degree of professionalism, quality, thoroughness, objectivity and technical competence, which we continually strive for through each of our engagements. We have also developed a track record of flexibility and adaptability by being able to respond quickly to adjustments in scope and direction of a project, as specific needs dictate.

With hundreds of hours of combined telecommunications planning and management experience, the Abilita consulting team has grown to specifically address the changing needs of municipalities. We have the proven ability to restructure the management of telecommunications functions within organizations. Abilita stands behind every project that it is assigned and will accept full responsibility & accountability to see that it is executed to our client's satisfaction.

Abilita was established in 2004, in Dallas, Texas, when a group of Consultants separated from another Consulting Firm to form their own organization. Across North America, Abilita has been providing professional advice to its clients since inception. Abilita is one of the largest independent telecom consulting companies in North America, with 18 offices from coast to coast. Each Abilita office is owned and operated by a Strategic-Partner. Abilita Consultants are independent of all telecommunications companies and do not receive commissions, residuals, referral fees or "kickbacks" from any telecommunications vendors or suppliers. Therefore, the professional services provided to clients are designed to be the best solutions to meet only the clients' needs.



Experience Summaries for the Assigned Team Members are as follows:

Paul Anker

Paul Anker offers over thirty years of telecommunications expertise, all of which have been spent in the areas of Consulting and Technical Sales. His responsibilities have included assisting clients in evaluating their communications needs, develop long-term communications strategies and procure various telecommunications services and systems. Mr. Anker managed the Telecommunications Consulting practice at a regional accounting & consulting firm where he prepared and evaluated bid specifications for voice and data solutions at school systems, cities, a county, colleges and private industry. He coordinated installations of various multi-site clients, including telecommunications system contract negotiation, network evaluation and implementation.

He has conducted billing audits of telecommunications bills that have resulted in significant one-time and annual savings. In addition, he has significant experience with Contact Center and Enterprise VoIP solutions including multimedia queuing, speech-enabled IVR, outbound predictive dialing, workforce management, quality monitoring & recording and Unified Communications. Paul has a bachelor's degree in Business and Psychology from Hope College and an MBA in Marketing from The University of Michigan.

Dan Aylward

Dan is an experienced Senior Consultant in DeWitt, MI. He has over 14 years telecommunications experience with voice and data services as well as a BA in Telecommunications from Michigan State University. As an Abilita consultant he has assisted multiple organizations in Michigan and currently manages over \$5M in annual telecommunications expenses for primarily nonprofit organizations

Some of Mr. Aylward's accomplishments are:

- Recognized as a Subject Matter Expert and Speaker to CCMI's Voice Report, Michigan Finance Government Officers Association, Michigan Nonprofit Association, Michigan Association of Counties, interviewed by Michigan Radio and current Board Member of Abilita Inc
- Previous job functions as a Telecommunications Manager in an East Lansing Bank, Account Coordinator at a telecommunications company and Contractor for the State of Michigan has developed Dan's skill set in project management: lead installation, changes and call center development and reporting
- Post sales installation manager: lead installation, changes and disconnects for all WAN, Frame Relay, Internet, Long Distance, Audio Conferencing, Managed Router, Web and E-mail Hosting
- Certified in AOTMP Data Service Analysis, Avaya Traffic Management overview; Definity ECS G3 Administration, Avaya Intuity Messaging Solutions, Avaya Definity ECS World Class Routing and an active member of the Society of Communications Technology Consultants

PROCESS METHODOLOGY

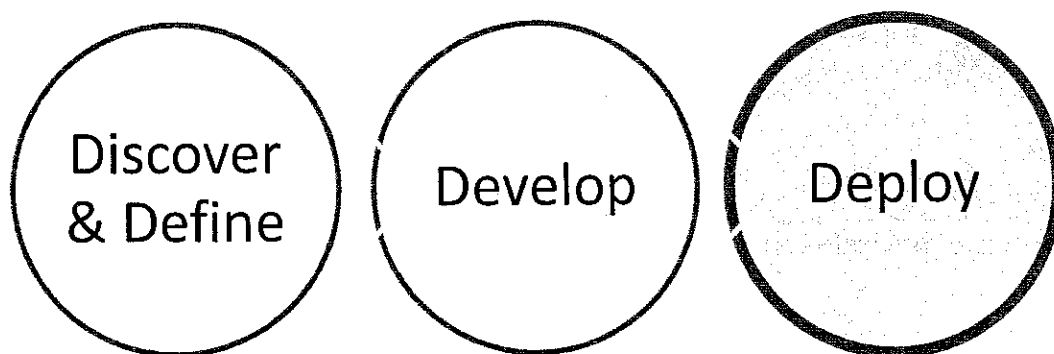
Abilita employs a three-stage, systematic, approach for implementing all telecom engagements. The approach uses documentation tools and dedicated resources to ensure that Abilita is in sync with the County during the entire duration of the project.

During the **Discover and Define** stage, Abilita develops an understanding of Benzie County's requirements and begins to collect the necessary information required to begin the analysis and optimum configuration for least cost solutions or project-based deliverables. This discovery activity culminates with a Project Plan that provides the basis for moving forward with the project.

Documents are produced which define the project in progressively greater detail. These documents serve, as the project "blueprint" to support the work required for the Development stage.

The **Development** stage will result in the development and presentation of the findings and other identified deliverables associated with Expense Reduction or Project-based deliverables identified for the client. Abilita will only implement these recommendations upon authorization by the client.

The **Deployment** stage consists of the implementation of the project and is the final stage of the initial cycle of deliverables.



PROJECT STAGES

The following table identifies the proposed stages that would be completed throughout the term of this engagement and the responsibilities each of the players would need to fulfill.

STAGES	RESPONSIBILITIES	DELIVERABLES
PHASES 1 & 2 (DISCOVER & DEFINE / DEVELOP)		
Conduct user group meetings – staff and management	Benzie County to identify different representative user groups (maximum 4 user groups); Abilita to conduct interviews and review summary material with management	Summary of departments use and need of phone system
Review Current Phone System & Circuit Set Up	Abilita to review current phone system features, phone lines and discuss future feature needs with management. Review connectivity to existing "County Sherriff's phone system.	
Create Request for Proposal	Abilita to create specifications & final RFP document and review it with Benzie County personnel for approval	RFP document
Deliver RFP to selected vendors	Abilita to invite appropriate vendors to respond to RFP and answer any questions that vendors might have about the RFP document	
Conduct pre-proposal conference ("walk through")	Abilita to coordinate an on-site meeting with interested vendors to review key RFP components and answer any site related questions	
Analyze responses	Abilita to analyze responses and discuss responses with respondents to clarify. In particular, compare benefits of having the same system as Sherriff's system vs. having a different solution.	Comprehensive comparison chart
Coordinate vendor presentations	Abilita to perform a preliminary evaluation of responses and recommend 2 to present their solutions to Benzie County	2 vendor presentations (on-site)
Perform vendor due diligence	After narrowing down the responses Abilita will follow up on vendor references for quality assurance purposes	
Recommend solution and vendor	Abilita will recommend a solution and vendor for the County's consideration	
Discussion of recommendation with County staff	Abilita will assist in planning the next steps	



STAGES	RESPONSIBILITIES	DELIVERABLES
PHASE 3 (DEPLOY)		
Contract Negotiation	Abilita will negotiate final pricing, sales and installation agreements and scope of work documents with selected vendor on Benzie County's behalf	Documents for signature
Oversee phone system solution implementation	Abilita will act as a liaison between selected vendor and Benzie County to ensure an acceptable implementation plan is presented and that implementation follows the plan. In addition Abilita will assist with system design and oversee issue resolution.	Implemented solution

PROJECT PRICING

Phases 1 & 2 – Discover, Define and Develop, including a phone system review, the RFP process and a recommended solution and vendor will not exceed \$7,500 plus travel and incidental expenses.

Phases 3 – Fees for solution deployment are estimated in the range of \$2,000 - \$3,000 for budgetary purposes only. The fees are contingent on the solution the County approves. Fees will be charged at Abilita's discounted rate of \$175/hour plus travel and incidental expenses.

Payment terms for phases 1-2 will be 10% (\$750.00) upon signing our engagement letter and monthly billings based on hours utilized. Approval of this proposal is only for phases 1-2.

TERMS OF ENGAGEMENT

1. The Client, Benzie County, hereby authorizes Abilita to review its telecommunications system and to submit recommendations for improvements including recommendations for possible savings. This review may include the review of existing systems, services, equipment, suppliers, plans and other telecom functions; and the recommendations may include alternate methods, systems, services, equipment, suppliers or plans or other suggestions for improvement or cost savings.
2. Statements not paid prior to the due date shall be subject to an interest charge of 1.5% per month, compounded monthly. A charge of \$50 will be issued for any check tendered by customer and returned unpaid by a financial institution. Calculated savings shall be offset by the amount spent by Client to purchase systems or hardware recommended by Consultant.
3. Limitation of Liability. Consultant's pricing reflects the allocation of risk and limitation of liability specified in this paragraph. Consultant's total liability to Client under this Agreement or based on any other cause of action (tort, statute, or otherwise) relating in any way or to any degree to its performance hereunder, for damages, costs and expenses, shall not exceed \$10,000 or the compensation received by Consultant under this Agreement, whichever is less. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.
4. If the client fails to pay invoices according to the terms of this Agreement, it will be responsible for the payment of all costs of collection, including, without limitation, court costs, attorney fees and related expenses. The client agrees to jurisdiction and venue in Clinton County, Michigan.

Benzie County accepts the terms of the above quote and hereby authorizes Abilita to complete Phases 1-2 of the Project.

Signature

Date

Title

REFERENCES

Select Engagements where Abilita assisted on phone system selection:

Michigan Municipal League
Dene Westbrook
(734) 669-6314
dwestbrook@mml.org

Lake County:
Shelly Myers / Lora Jones
(231) 745-2725
smyers@co.lake.mi.us

Manistee County:
Tom Kaminski
(231) 398-3501
tdkaminski@manisteecountymi.gov

Behavioral Health Professionals Inc.
James Luckey
313-656-0009
jluckey@bhpnnet.org

Human Resources (HR) Report

**HR Committee
Meeting Notes
April 26, 2016**

The meeting was called to order by Commissioner Gary Sauer at 1:00 pm

Present: Coury Carland and Gary Sauer
Absent: Evan Warsecke
Others Present: Mitch Deisch, Maridee Cutler, Dawn Olney, Frank Walterhouse, Jade Adams, Ted Schendel, Dan Smith, Kyle Rosa, Kim Majszak, Amy Bissell, Michelle Thompson, James Cross, POAM

The pledge of allegiance was given.

Agenda: Motion by Carland, seconded by Sauer, to approve the agenda as amended, adding Marlene Wood under Other. Ayes: All Nays: None Exc: Warsecke Motion carried.

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

Public Input - None

Contract Negotiations Update: Mitch stated that letters have been sent to the entities; May 12 he will have a preliminary meeting with Peter Cohn.

Jade Adams – Grievances: Mitch stated that Jade Adams has filed a grievance and has gone through the steps; we are now at the third phase of the agreement which comes to the County Personnel Committee. Mitch reads from the contract and stated that all steps have been complied with. The question now is whether you would like to hear this grievance as a sub-committee or turn it over to the county administrator to handle. James Cross, POAM and Mitch will meet to discuss this matter.

Motion by Sauer, seconded by Carland, to recommend to the Board of Commissioners that the Jade Adams' grievance number 16-90 be designated and turned over to the County Administrator to complete step 3. Ayes: Carland and Sauer Nays: None Exc: Warsecke Motion carried.

County Administrator 6-month Evaluation: Mitch stated that he sent an email to the HR committee regarding the six-month evaluation.

Gary stated you were hired by the full board, they should do the evaluation as a whole.

Motion by Sauer, seconded by Carland, to recommend to the Board of Commissioners that the County Administrator's evaluation be presented to the full board. Ayes: Carland and Sauer Nays: None Exc: Warsecke Motion carried.

Other:

Marlene Wood, Recycling Coordinator, here for some clarifying and this department has a lot to do – trustees help but need to be supervised; people offer to help and she allows that; there is no secret

April 26, 2016

that her sons has worked for her in the past and have W-9s on file and are paid for their work as an independent contractor; the new Coordinator, David Schaffer's wife, Amber Scramlin, is a very responsible and dedicated person; this job is not 9 – 5 Monday thru Friday and family support is very important;

We have a nepotism policy, but Maridee say it does not apply since Amber is a contract employee. Mitch stated that he comes from a world where you don't employ your spouse or family members, but feels this one is different here. There is another side to this that Marlene needed some contractor work – David did this prior to him becoming coordinator.

Marlene stated that he has a handyman service and gave her a quote and he fixed steps at a cardboard recycling site.

Gary says this is a fine line here.

Marlene says this whole department is.

Mitch stated that perception is everything; if we're OK with David's significant other, then OK.

Gary would like to avoid it; he is not comfortable to hire family; it doesn't look good; I'm not comfortable with it.

Michelle Thompson says that she has contacted MMRMA regarding the Land Bank for insurance coverage and they stated to her that they cover all employees -- contracted, volunteers, boards – all encompassing.

Coury says that if he were in charge of the money along, there would be a problem, but there are additional checks in place – no problem with this.

They will continue with status quo – information only.

Public Input:

Frank Walterhouse stated regarding the county administrator's evaluation, there were questions that were used with Karl's and Chris' evaluation and needs to be updated. He would also like the department heads to make comments.

Motion by Carland, seconded by Sauer to adjourn at 4:52 p.m. Ayes: Carland and Sauer Nays: None Exc: Warsecke Motion carried.

Dawn Olney
Benzie County Clerk

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

1. That the Jade Adams grievance number 16-90 be designated and turned over to the County Administrator to complete step 3.
2. That the County Administrator's evaluation be presented to the full board.

DRAFT

Committee Appointments

BENZIE COUNTY EQUALIZATION

448 Court Place
Beulah, MI 49617
231-882-0015
tlonganbach@benzisco.net

April 27, 2016

To Benzie County Board of Commissioner;

I would like to continue on as a member of the Land Bank.

If you have any questions or concerns please feel free to contact me.

Sincerely,



Thomas N. Longanbach
Benzie County,
Equalization Director

RECEIVED

APR 27 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

ACTION ITEMS

Mitch Deisch

From: Tamara Buswinka <tamara@allianceforeconomicsuccess.com>
Sent: Tuesday, May 03, 2016 4:43 PM
To: Mitch Deisch
Cc: Tim Ervin; Betsy Evans; Connie Barnes; Al Taylor; Patty O'Donnell
Subject: M22 Byway AES Resolution of Support from County Bd of Commissioners
Attachments: Pure Michigan Byway Resolution of Support Benzie County Board of Commissioners.docx

Hello Mitch,

I am not sure if you are aware of the effort to have the M22 corridor from Manistee Co. through Benzie Co. nominated a Pure Michigan Byway. This designation will ensure that the entire M22 corridor through Leelanau Co. is designated. This is a powerful marketing tool as well as avenue to help communities implement many of their goals found in their master plans written as part of the Lakes to Land Regional Initiative. The L2L communities formed a committee to work on this designation and have secured resolutions of support from all the communities located along M22 in both counties as well as the chambers, GTRLC, and visitors bureau. They are now seeking resolutions of support from the Co. Board of Commissioners. Obtaining the resolution of support will be the last piece to the application process needed in order to submit the application to MDOT.

Attached you will find a template resolution of support for your use. Please advise when this will be put on the Board of Commissioners agenda. The L2L committee would be happy to be present at the meeting to review the project and answer any questions.

We are hoping to submit this application this month. We hope it will be put on the next available agenda.

If you have any questions please do not hesitate to call any of the following:

Connie Barnes, Gilmore Twp. Planning Commission Chair 231 383 0315

Patty O'Donnell, MDOT 231 941 1986

Thank you,

Tamara

--

Tamara Buswinka, A.I.C.P., F.B.C.I.
Community Development Director
Alliance for Economic Success
395 Third Street
Manistee, MI 49660
(O) 231-723-4325
(C) 989-714-4417
tamara@allianceforeconomicsuccess.com

RECEIVED

MAY 04 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

2016-013

Benzie County Board of Commissioners

RESOLUTION OF SUPPORT

WHEREAS, the Michigan Department of Transportation (MDOT), pursuant to the Michigan Heritage Routes Act of 1993 (P.S. 69 of 1993 and amended 2014), is empowered to designate scenic, recreational, and historic highways in the State; and

WHEREAS, the public highway known as M-22 within Manistee County and Benzie County, which is 49.45 miles in length, starting at the southern point intersection of US 31 and M-22 and ending at the northern point of Manning Road and M-22; and

WHEREAS, an effort and study has been undertaken by the Lakes to Land Communities for Collective Action M-22 Pure Michigan Byway Committee who are working to implement the goals of master plans written during the Lakes to Land Regional Initiative and these counties have expressed the desire to designate the M-22 highway a Pure Michigan Byway; and

WHEREAS, it is intended that an application to designate M-22 within Manistee and Benzie Counties be submitted to MDOT in order to nominate this segment of M-22 as a Pure Michigan Byway; and

NOW, THEREFORE, BE IT RESOLVED, that the Benzie County Board of Commissioners hereby supports the designation of M-22 in Manistee and Benzie Counties as a Pure Michigan Byway and agrees to support the efforts of the communities; and

BE IT FURTHER RESOLVED, that Benzie County will participate in the preparation of the required documents to apply for designation and be a member of the M-22 Pure Michigan Byway Committee.

Dated: May 10, 2016

Roger L. Griner, Chair

I, Dawn Olney, Clerk to the Benzie County Board of Commissioners, hereby do certify that the above resolution was adopted by the Benzie County Board of Commissioners on the 10th day of May, 2016.

Dawn Olney, Benzie County Clerk

CORRESPONDENCE

Iron County Board of Commissioners

2 South Sixth Street, Suite 7 Crystal Falls, MI 49920
Ph. 906-875-3301 Fax 906-875-0655

1

Board Chair
Tim Aho
Vice Chair
Jim Brennan
Finance Chair
Patti Peretto
Commissioners
Ray Coates
Sharon Leonoff

Board of Commissioners Office

County Administrator
Sue K. Clisch

Administrative Assistant
FOIA Coordinator
Mary S. Dalpra

Iron County Board of Commissioners RESOLUTION URGING STATE TRANSPARENCY

At the April 12, 2016 regular meeting of the Board of County Commissioners of the County of Iron, Commissioner, Patti Peretto introduced the following resolution and moved for its adoption.

WHEREAS, in 2015, the Center of Public Integrity and Global Integrity conducted a national study of state ethics and transparency laws and safeguard, in which the State of Michigan was ranked last; and

WHEREAS, some of the reasons cited for the State's poor ranking was weak public records laws and the absence of laws requiring personal financial disclosures by lawmakers and top state officials; and,

WHEREAS, another glaring issue cited was the exemption of the governor and the legislature from state open records laws; and

WHEREAS, the State has required transparency from local municipalities through EVIP and CIP, yet the State has chosen to not take the opportunity to lead by example; and

WHEREAS, the Board feels it is time that State lawmakers and top officials stop exempting themselves from the laws that they expect others to follow; now

NOW THEREFORE, BE IT RESOLVED that the Iron County Board of Commissioners urges State lawmakers and top officials to stop the hypocrisy of exempting themselves from the laws that they enact for the governance of the State of Michigan, of which they are included; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to all Michigan counties, Senator Tom Casperson, Representative John Kivela, Representative Scott Dianda, Representative Ed McBroom, the Michigan Association of Counties and Governor Rick Snyder.

RECEIVED

APR 25 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Equal Opportunity Employer
www.ironmi.org



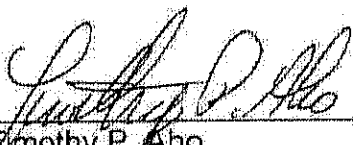
Commissioner Jim Brennan offered support for the motion and the Resolution was adopted at a meeting of the Board of County Commissioners of the County of Iron held on April 12, 2016.

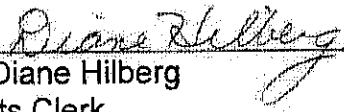
Roll Call Vote:

AYES: Aho, Brennan, Coates, Peretto, Leonoff
NAYES: None
ABSENT: None

Resolution Declared Adopted:

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF IRON**

By: 
Timothy P. Aho
Its Chair

By: 
Diane Hilberg
Its Clerk

2

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the twentieth day of April, 2016, at 5:30 p.m.

PRESENT: Commissioners Michael MacCready, Leslie Housler, Robert Hilty, Gideon Mitchell, Julie Theobald, Gary Taylor, John Fuscone, and Bill Goodwill;

ABSENT: Commissioner Mark Howie

The following preamble and resolution were offered by Commissioner Taylor and supported by Commissioner Theobald.

RESOLUTION NO. 16-16
EPA AND ARMY CORP OF ENGINEERS IMPLEMENTATION FOR REGULATION
FOR DEFINED WATERS OF THE US UNDER THE CLEAN WATER ACT

WHEREAS, in August 2015, the U.S. Environmental Protection Agency (EPA) and the Army Corps of Engineers (Corps) implemented a regulation for the Definition of Waters of the U.S. under the Clean Water Act, which has since been temporarily halted by the 6th U.S. Circuit Court of Appeals; and

WHEREAS, both agencies are seeking a rule change to give the federal government more authority by expanding the definition of "navigable waters" in the Clean Water Act; and

WHEREAS, the rule change would subject almost all physical areas with a connection to downstream navigable waters, including features such as ditches, natural or man-made ponds and flood plains, to the jurisdiction of the Clean Water Act; and

WHEREAS, that under the rule change, Michigan's Wetlands Law will be in violation of the Clean Water Act; and

WHEREAS, if Michigan loses delegated authority and must work directly with the Corps, the agency can take months or years to answer a permit application, and can even deny permits with impunity; and

WHEREAS, the change will cause significant harm to local farmers, stall the development of businesses, take control of land used for sustainable food production out of our local providers' hands, and negatively impact county-owned and maintained infrastructure such as roadside ditches and county drains; and

WHEREAS, Michigan has robust programs to protect water quality in our state; and

WHEREAS, the rule change would bring enormous costs to our farms, municipalities and taxpayers.

THEREFORE, in consideration of the foregoing, BE IT RESOLVED that the Board of Commissioners of Wexford County, Michigan wholly supports preventing the furtherance of the U.S. Environmental Protection Agency and the Army Corps of Engineers proposed rule expanding the definition of "Waters of the United States" and requiring these agencies to work with state and local governments on rule development; and

BE IT FURTHER RESOLVED that copies of this Resolution be provided to all Michigan counties, Gov. Rick Snyder, the Michigan Association of Counties and representative members of the Michigan congressional delegation.

RECEIVED

APR 26 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: MacCready, Housler, Eilty, Mitchell, Theobald, Taylor, Fuscone, and
Goodwill;

NAYS: None

RESOLUTION DECLARED ADOPTED.

Leslie D. Housler

Leslie D. Housler, Chairman, Wexford County Board of Commissioners

Elaine L. Richardson

Elaine L. Richardson, County Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF WEXFORD)

I hereby certify that the foregoing is a true and complete copy of the Resolution 16-16 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on April 20, 2016, and I further certify that public notice of such meeting was given as provided by law.

Elaine L. Richardson

Elaine L. Richardson, County Clerk

3

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the twentieth day of April, 2016, at 5:30 p.m.

PRESENT: Commissioners Michael MacCready, Leslie Housler, Robert Hilty, Gideon Mitchell, Julie Theobald, Gary Taylor, John Fuscone, and Bill Goodwill;

ABSENT: Commissioner Mark Howie

The following preamble and resolution were offered by Commissioner Taylor and supported by Commissioner Theobald.

RESOLUTION NO. 16-17

OPPOSING HB 5016 REGULATION OF PUBLIC RIGHT-OF-WAYS REQUIRING ONE YEAR NOTICE FROM LOCAL GOVERNMENT/MDOT TO LICENSEES UNDER MTA

WHEREAS, HB 5016 would amend Section 13 of Public act 368 of 1925, which regulates the use of public right of ways along roads by requiring local governments and the Michigan Department of Transportation (MDOT) to give a one year notice to entities licensed under the Michigan Telecommunications Act (MTA) of any plan to relocate any in ground or above ground utilities or transmission lines; and

WHEREAS, these licensed entities already benefit from the free use of public right of ways that would cost them significant amount of money if they were required to purchase use of said public right of ways; and

WHEREAS, requiring local governments and MDOT to notify the entities one year in advance of any relocation of utilities or transmission lines is unnecessary, burdensome potentially costly, and punitive to the extent that it levies a fine in the form of paying for relocation costs for failure to timely notify the entities; now

THEREFORE, BE IT RESOLVED that the Wexford County Board of Commissioners firmly opposes HB 5016 and respectfully asks the support of Senator Boohar and Representative Potvin in our opposition; and

THEREFORE, BE IT RESOLVED that a copy of this resolution be forwarded to all Michigan counties, Governor Rick Snyder, the Michigan Association of Counties and representative members of the Michigan congressional delegation.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: MacCready, Housler, Hilty, Mitchell, Theobald, Taylor, Fuscone, and Goodwill;

NAYS: None

RECEIVED

APR 26 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

RESOLUTION DECLARED ADOPTED.

Leslie D. Housler

Leslie D. Housler, Chairman, Wexford County Board of Commissioners

Elaine L. Richardson

Elaine L. Richardson, County Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF WEXFORD)

I hereby certify that the foregoing is a true and complete copy of the Resolution 16-17 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on April 20, 2016, and I further certify that public notice of such meeting was given as provided by law.

Elaine L. Richardson

Elaine L. Richardson, County Clerk

4

**BENZIE COUNTY
PARKS AND RECREATION COMMISSION**

**Cathy Demitroff - CHAIR
Sean Duperron - VICE CHAIR
Frank Walterhouse - SECRETARY
Marjorie Pearsall-Groenwald
Walter Roch Von Rochsburg**

**Barb Skurdall
Christy Andersen
Ann Bourne
Tad Peacock
Ted Mick**

RECEIVED

APR 26 2016

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

**Regular Meeting
March 28, 2016
Benzie County Government Center**

Vice-Chair, Duperron called the meeting of Parks and Recreation Commission to order at 5:00 p.m.

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

Absent: Ted Mick, Cathy Demitroff,

Others Present: Marlene Wood, Recording Secretary
Attorney, Richard Figura
Attorney, Tim Figura

Vice-Chair, Duperron called the regular meeting of Parks and Recreation Commission to order at 5:00 p.m.

First Order of Business was to move into Closed Session upon the recommendation of County Attorney, Richard Figura to discuss the pending litigation of the Cole vs. Benzie County case and the Benzie County vs. Cole Case.

Motion by Bourne, seconded by Roch Von Rochsburg, to move into Closed Session at 5:05 p.m. A Roll Call Vote showed Pearsall-Groenwald – yes, Roch Von Rochsburg – yes, Peacock – yes, Bourne – yes, Andersen – yes, Walterhouse – yes, Duperron – yes, Skurdall – yes. Motion Carried.

Motion by Walterhouse, seconded by Peacock, to come out of Closed Session at 5:25p.m. A Roll Call Vote showed Duperron – yes, Walterhouse – yes, Pearsall-Groenwald – yes, Roch Von Rochsburg – yes, Skurdall – yes, Andersen – yes, Bourne – yes, Peacock – yes. Motion Carried.

Vice-Chair, Duperron called the regular meeting of Parks and Recreation Commission to order at 5:27 p.m.

Resident, Barb Ikens joined the open meeting. Richard and Tim Figura excused themselves.

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

Motion by Walterhouse, seconded by Andersen to approve the minutes of February 22, 2016 Meeting as presented. All Aye. Motion Carried.

Public Input: None

Committee Reports:

Railroad Point: Bourne distributed a map to the committee showing the layout of Railroad Point and surrounding properties. This includes the recently purchased Wortleboer property, which is moving forward in April, with signage planned on M115 and at Railroad Point property. The State of MI Planner will address requirements of a DNR carry-in access site, including an ADA pathway, minimal improvements to parking area and restroom.

Point Betsie Light House: No Report

Trail Report: Duperron stated usual activity with nothing new to report.

Recreational facilities & Access: Bourne reported the water trail is moving forward through Lansing. Lake MI access site will be dredged by Fisheries Division. NPS recognizes the importance of keeping the access open. DNR recommended working with the Corp. of Engineers and the NPS has to pull necessary permits.

Bourne distributed a copy of the letter that was written to Heather Hettinger, DNR Fisheries Management Biologist, supporting the potential purchase of 52 acre Hanley Trust property with 1,550 feet of undeveloped frontage on the Platte River and the Resolution of Support from the BOC recommending the DNR purchase of that property.

Zada Price Property: Peacock reported he met with Bill Watson, coordinator of the SEEDS youth group and the crew will be involved in trail building this summer.

Recreational Programs: Skurdall reported 5 tennis clinics are planned for Beulah courts this summer. She is researching grant funding for recreational program projects. Bourne suggested contacting the Community Foundations to see if any funds might be available.

Pearsall-Groenwald reported that she is reaching out to contacts in her continuing research of properties in Benzie County that could serve as a possible aquatic center location.

Master Plan: Bourne reported the Master Plan is done and can be removed as an agenda item. Discussion took place regarding making sure the final plan is on the county website. Marlene volunteered to make enough hard copies for the P & R Commission members at a minimal cost. Discussion determined new and existing members would like a starter package that includes the Master Plan, State Laws and P & R By Laws. Marlene stated she would get with Chairman, Demitroff to prepare such a package for the Commission.

Old Business:

Sub-Committee Members for 2016: Committee assignments will be made known to the recording secretary and an updated listing will be available in April.

Public Input: Barb Ikens asked questions of Bourne regarding her presentation. Bourne answered her questions.

Correspondence: None

Other Business to come before the Board: Marlene Wood announced her resignation as recording secretary for P & R Commission and recommended a replacement. Discussion took place regarding necessary proper channels. Marlene will check with Dawn Olney, County Clerk, as to proper procedure to follow.

Vice-Chair, Duperron declared the meeting adjourned at 6:20 p.m.

The next meeting is scheduled for Monday, April 25, 2016, at 5:00 p.m.

Minutes were respectfully submitted by Marlene Wood, Recording Secretary



Frank Walterhouse, Secretary



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, April 14, 2016 at 9:30 AM.

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

Motion by Comm Nuske and supported by Comm Mick to accept the agenda as amended adding Weldon Rd to New Business. Ayes: Rosa, Nuske and Mick. Motion carried.

The minutes of 3/24/16 were accepted as presented.

Motion by Comm Nuske and supported by Comm Mick to pay bills # 42844 to # 42899 for the amount of \$ 250,419.48 and Payroll #7-16 for \$ 50,735.44. Ayes: Rosa, Nuske and Mick. Motion carried.

Motion by Comm Nuske and supported by Comm Mick to pay the EFT for MERS for \$ 32,616.91. Ayes: Rosa, Nuske and Mick. Motion carried.

Superintendent's report: Modifying the new tractor-putting a cage around the exhaust; Summer seasonal workers are needed.

Public Input: Roger Griner, BOC Chairman, voiced his concerns about the Sliverville/Forrester Rd intersection. Bill Burns, resident on Forrester Rd expressed his concerns also. Ron Evitts asked about signs prohibiting thru truck traffic in Colfax Twp.

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

New Business:

Herring Rd/Blaine Twp contracts - Motion by Comm Nuske and supported by Comm Mick to enter into a cost share contract with Blaine Twp to replace the cross culverts under Herring Road. Ayes: Rosa, Nuske and Mick. Motion carried.

ROW Encroachment permits - Motion by Comm Mick and supported by Comm Nuske to approve the after-the-fact permits from Gillison Excavating for 1069 E South Shore and 1659 E South Shore. Ayes: Rosa, Nuske and Mick. Motion carried.

Motion by Comm Mick and supported by Comm Nuske to approve the encroachment permit for test wells in the right-of-way on Nugent Rd. Ayes: Rosa, Nuske and Mick. Motion carried.

Homestead Twp - Motion by Comm Nuske and supported by Comm Mick to allow Homestead Twp to use the Road Commission yard on Saturday, May 21 for their township cleanup day. Ayes: Rosa, Nuske and Mick. Motion carried.

Miss Dig - Discussion regarding membership with Miss Dig. Staff will investigate to see whether we can opt out at this time. Since joining in 2014, fees are \$2,595. Staff is using much valuable time to respond to requests.

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MAY 02 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Page 2. Benzie CRC mtg 04/14/16

Nostwick Rd - Motion by Comm Rosa and supported by Comm Nuske to award the bid to Cliff Youngs for \$ 36,000 for refurbishing the Nostwick Rd bridge, contingent upon securing a temporary alternate access to the north side property owners. Ayes: Rosa, Nuske and Mick. Motion carried.

Link Engineering bid for bridge inspections - Motion by Comm Nuske and supported by Comm Mick to award the bid for bridge inspections to Link Engineering. Ayes: Rosa, Nuske and Mick. Motion carried.

Weldon Rd - Matt reported that he had spoken with DJ Shook from the BIA regarding lining up funding for the repair of Carter Creek where it crosses Weldon Rd. We will visit the road at the next meeting.

Correspondence/Information/Discussion:

Letter and petition from Ben MacRae regarding the intersection of Forrester & Sliverville Roads.

Public Input: Gary Sauer asked about the damage on Forrester Rd at Graceland's driveway. Ron Evitts - does not want the Nostwick Rd bridge closed during the opening of trout season (4/30).

The Board, Manager, Superintendent, Clerk, Gary Sauer, Roger Griner, and Bill Burns left to visit the Forrester-Sliverville intersection.

The Commissioners Rosa & Nuske, Manager, Superintendent, Clerk and Gary Sauer also visited the Mollineaux Road property.

Meeting was adjourned at 12:30 PM.

Robert Rosa, Chairman

Kathleen A. Jordan, Clerk



Home

My Profile

Project Information

MEDC Programs

My Applications

My Awards

The yellow question marks contain help text for most fillable fields. Hover over those question marks to see details on what is required for that field. If you have any outstanding loans they must be entered in the "Add Loan Information" section. To access that section save your work at the top of the form, then click the "Add Loan Information" button. This will allow you to add loan information one loan at a time.

✓ CDBG RLF Progress Report

Metrics Number M-0000091508
Community Name Benzie County
Reporting Period Start 1/1/2016
Due Date 4/30/2016

Status Submitted
Contact Laura Galbraith
Reporting Period End 3/31/2016

✓ Quarterly Financial Reporting Form for Revolving Loan Funds.

Beginning RLF Cash on Hand 943,618.46
Program Income in Period 183.51
Funds Transferred 4,650.75
Administrative Expenses 7,321.66
Loan Distributions 205,000.00
Prior Period Adjustments
Ending RLF Cash on Hand 736,131.06
Potentially Defederalized Cash

Notes

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

✓ Loan Information Reporting

Loan Recipient	Current Principal Balance	Is Loan Current?	If loan is not current, what steps have been taken to bring loan current?
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Upload Attachments
[Add Attachment](#)

File size cannot be larger than 25 MB

Name	Date Uploaded
03.31.2016 bank statement Benzie.pdf	4/13/2016 9:37 AM

michiganbusiness.org

Michigan Economic Development Corporation, 300 N. Washington Sq., Lansing MI 48913 Phone: 888.522.0103

RECEIVED

MAY 03 2016

DEAN CLVEY
BENZIE COUNTY CLERK
BENZIE, MI 49617

10:00

Dawn Olney

From: Kyle Rosa
Sent: Wednesday, May 04, 2016 10:03 AM
To: Dawn Olney
Subject: FW: Property to TNT Spreadsheet
Attachments: PROPERTY RECOVERED BASEMENT INVENTORY.xlsx; IMG_0147.JPG; IMG_0144.JPG; IMG_0145.JPG; IMG_0146.JPG; IMG_0169.JPG; IMG_0170.JPG

Dawn,

Here are the items that I mentioned to the commissioners regarding donating them to the TNT auction. I have attached a list and photos, and would request that they vote on approving this Tuesday May 9th.

Thank you

Kyle Rosa

From: Karen Mallon
Sent: Wednesday, May 04, 2016 9:47 AM
To: Kyle Rosa <KRosa@benzieco.net>
Subject: Property to TNT Spreadsheet

IMPORTANT NOTICE: This e-mail may contain information, which may be confidential or legally privileged. The information in this e-mail is intended only for the use of the individual or entity named in this e-mail. If you or your firm are not the intended recipient and have received this e-mail in error, you are hereby notified that reading, copying, disclosing, or distributing these documents, or taking any action based on the information contained within them, is prohibited and that the document should be deleted and notify the sender at the above e-mail address.

Karen Mallon
(231) 882-7263
Benzie County Sheriff's Office
Detective Bureau

BCSO RECOVERED PROPERTY - TOT TNT AUCTION 5/2016

Complaint Number	Description	Date Verified	Inventory	TOT TNT
BIKES	EVDPT#			
14-08599	#1	Pacific Evolution 18sp Bicycle Silver (Bike)	4/29/2016	X
14-08875	#1	Kent Millennium Air Flex - Grey SN: 010217368 (Bike)	4/29/2016	X
14-08875	#2	Huffy Sentienel 15sp Blue SN: S00D0C71681 (Bike)	4/29/2016	X
13-10256	#2	Huffy 21sp - Red/Blue/Yellow (Bike)	4/29/2016	X
14-08122	#1	Next Shock Zone Children's Black SN: 8105-81 (Bike)	4/29/2016	X
110-0003162-2006-0001	#1	ElectroShock Children's Purple (Bike)	4/29/2016	X
2152-2010	#1	Kent Fusion - Red Children's (Bike)	5/3/2016	X
11-11336	#1	Huffy - Black SN: HEY07J16648 (Bike)	4/29/2016	X
UNKNOWN COMPLAINT #	#1	Performance - Men's Turquoise (Bike)	5/3/2016	X
UNKNOWN COMPLAINT #	#1	Fuji Regis Blue (Bike)	5/3/2016	X
UNKNOWN COMPLAINT #	#1	Murray Blue Women's (Bike)	5/3/2016	X
UNKNOWN COMPLAINT #	#1	Roadmaster MT Sport Silver Women's (Bike)	5/3/2016	X
13-10230	#1	Mongoose XR75 Silver SN: R3598WM (Bike)	4/29/2016	X
13-08566	#1	Pacific Horizon Teal (Women's) SN: FSD12JE (Bike)	4/29/2016	X
13-10256	#1	Roadmaster MT Sport SX Blue SN: R4447WMIT (Bike)	4/29/2016	X
110-0002711-2009-0001	#1	15 Speed Mountain Fury Blue/Purple SN FSD0410JC (Bike)	4/29/2016	X
UNKNOWN COMPLAINT #	#1	Huffy Prospect - Blue/Silver Model SN: 6294B04E (Bike)	4/29/2016	X
UNKNOWN COMPLAINT #	#1	Magna Glacier Point - Blue SN: 8564-72 20080303 (Bike)	4/29/2016	X
13-09335	#1	Giant Sedona Blue SN: CC3EN255 (Bike)	4/29/2016	X
12-09659	#1	Next 26 inch MTN Bike SN: DB0407032 (Bike)	4/29/2016	X
110-0002485-09	#1	Mongoose BMX Children's Blue (Bike)	4/29/2016	X
110-0002926-2009-0001	#1	Road Master FM Bike - Adult Blue (Bike)	4/29/2016	X
110-0002926-2009-0001	#2	Sedona Mountain Bike - Adult Green (Bike)	4/29/2016	X
WATER SPORTS				
110-0004448-2008-0001	#1	Black/Red/Yello Ski Tech Performance Tube	4/29/2016	X
110-0000564-2002-0001	#1	Libtech Snowboard	4/29/2016	X
110-0001080-2003-0001	#1	Burton Custom Snowboard	4/29/2016	x
110-0004689-09	#1	Black Olin Ski Bag w/2 pair of Synastar skis	4/29/2016	X
UNKNOWN COMPLAINT #	#1	O'Brien Water Ski - Red (1)	5/3/2016	X
110-0000584-08	#1	Manual Ice Auger	4/29/2016	X
SMALL ITEMS				
110-0004501-2009-0001	#1	Green Baby Stroller	4/29/2016	X
15-03621	#1	Black Velvet Firepit	4/29/2016	X

BCSO RECOVERED PROPERTY - TOT TNT AUCTION 5/2016

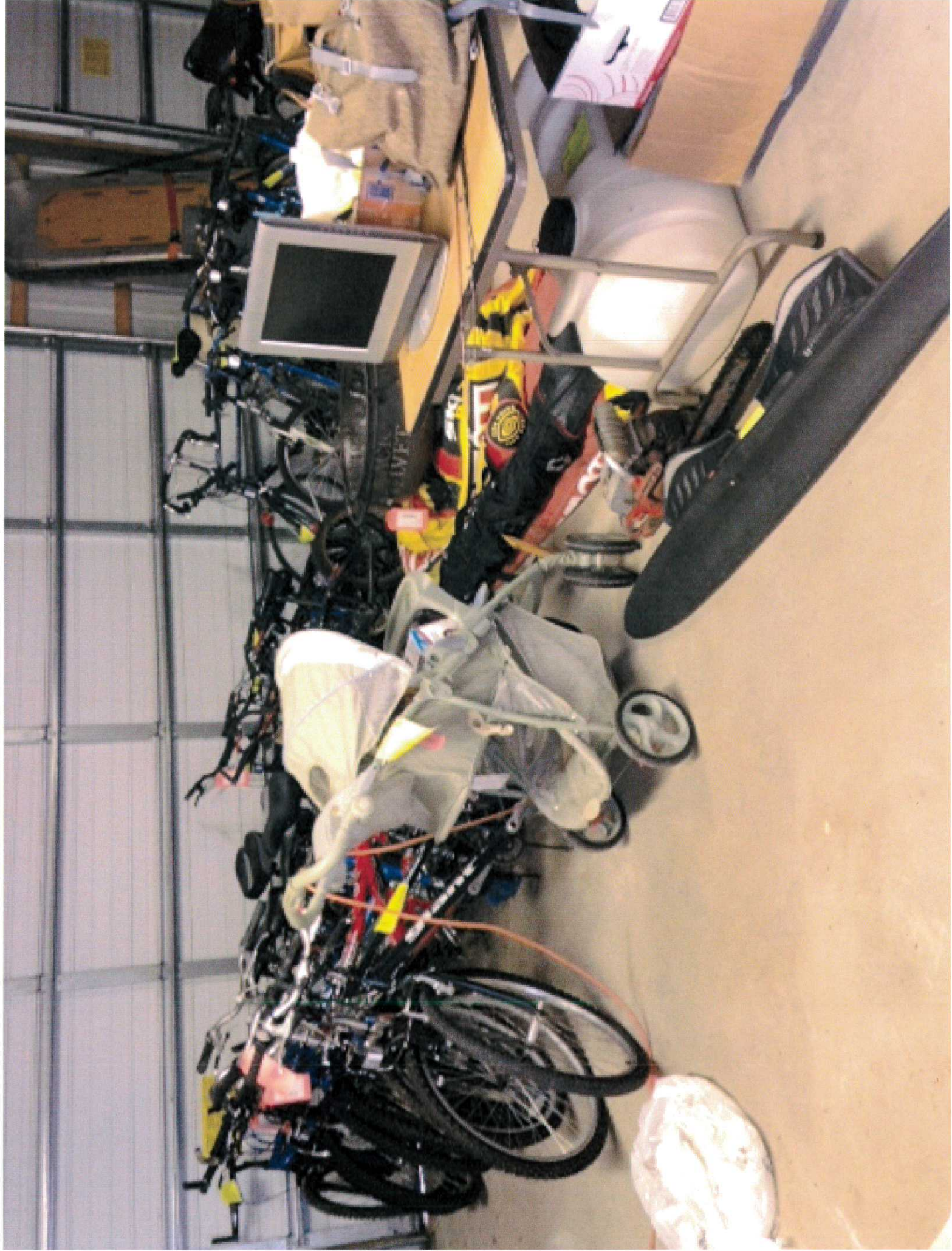
[illegible]















RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



KEITH CREAGH
DIRECTOR

April 29, 2016

Ms. Marlene Wood
Benzie County Solid Waste Deptment
448 Court Place
Beulah, Michigan 49617

Dear Ms. Wood:

SUBJECT: Fiscal Year 2016 (FY16) - Scrap Tire Cleanup Grant Award

You are hereby informed that your grant application for a scrap tire cleanup project under the FY16 Scrap Tire Cleanup Grant Program has been recommended for funding in the amount of: \$ 15,000.00.

To accept the award, you must sign two originals of the enclosed Agreement and return both to the Michigan Department of Environmental Quality (MDEQ). The Agreement language should not be altered in any way. The Agreement will become effective once it is signed by you (the Grantee) and Mr. Steve Sliver, Acting Chief, Office of Waste Management and Radiological Protection, (OWMRP), MDEQ.

In an effort to communicate efficiently, we ask that you take a few moments to review your Grantee Contact information for accuracy and if necessary, update. If you do not have a fax number or e-mail address please indicate this by filling in the applicable field with "N/A."

The Agreement must be signed by an individual authorized to make such a legal commitment for the Grantee. The Grantee's Contact may be someone other than the signatory, but this individual must be authorized to request and implement changes, and to sign reimbursement requests submitted under the Agreement.

The Agreement identifies the project ending date as August 31, 2016; however, no costs should be incurred, nor can costs be reimbursed by the MDEQ, until after your Agreement has been fully executed. For that reason, it is important that the signed Agreement be returned as soon as possible. Any changes made in your project relating to specific activities, your selected scrap tire processor, or the scrap tire material end-user must be approved by your MDEQ Project Coordinator, Mr. Rich Brim, OWMRP. He can be reached at 517-614-7431 or at brimr@michigan.gov.

Appendix A of the Agreement outlines the reimbursement process and also stipulates the maximum funding amount awarded for your project.

RECEIVED

MAY 03 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

April 29, 2016

Reimbursement requests submitted to the MDEQ must include proof of payment to the processor for work completed. In accordance with Section III of the Agreement, if you choose to have the payment assigned to your processor, you must submit a letter requesting the payment be assigned to the processor and a separate letter accepting the assignment. If the Grantee assigns payment(s) to the processor, and any payment is intercepted by the Michigan Department of Treasury due to Grantee's outstanding debt to the State of Michigan, then the Grantee is responsible for paying the processor directly for the outstanding balance due the processor.

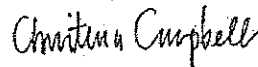
Please return your signed Agreements, and if applicable, letter requesting assignment of payment and processor agreement to my attention at the following address:

Administration Section
Resource Management Group
Michigan Department of Environmental Quality
P.O. Box 30241
Lansing, Michigan 48909-7741

Your original signed Agreement and assignment of payment documentation, if applicable, must be received in this office by 5:00 p.m., on May 13, 2016, in order to ensure that your project will be funded for FY16.

If you have any questions relating to overall Agreement administration, please contact me by phone, campbellc@michigan.gov, or MDEQ, Office of Drinking Water and Municipal Assistance, P.O. Box 30241, Lansing, Michigan 48909-7741.

Sincerely,



Christina Campbell
Administration Section
Office of Drinking Water and Municipal
Assistance
517-284-6501/campbellc@michigan.gov

Enclosures

cc: Ms. Rhonda Oyer, MDEQ
Mr. Rich Brim, MDEQ
Ms. Jenny Bennett, MDEQ

The full list of grantees includes:

Name	County	Amount
Arenac Conservation District	Arenac	\$8,000
Almont Township	Lapeer	\$2,000
Bath Charter Township	Clinton	\$2,000
City of Bay City	Bay	\$2,000
Bay County Mosquito Control	Bay	\$6,000
Benzie County Solid Waste Department	Benzie	\$15,000
Burleigh Township	Iosco	\$2,000
Burnside Township	Lapeer	\$4,000
Burt Township	Alger	\$4,000
Burtis Myers Site	Lake	\$36,000
Charlevoix County	Charlevoix	\$10,000
Cheshire Township	Allegan	\$4,000
City of Detroit	Wayne	\$55,000
City of Houghton	Houghton	\$2,250
City of Ironwood	Gogebic	\$4,000
City of Marquette	Marquette	\$14,000
Cohoctah Township	Livingston	\$4,000
Eaton Co. Resource Recovery Department	Eaton	\$24,000
Egelston, Moorland & Sullivan Townships	Muskegon	\$16,000
Emmett County DPW	Emmett	\$24,200
Exit Strategy	Muskegon	\$8,000
Friends of New Troy	Berrien	\$6,000
Goodland Township	Lapeer	\$2,000
Hamilton Township	Clare	\$4,000
Hillsdale Conservation District	Hillsdale	\$40,000
Houghton County Treasurer	Houghton	\$12,000
Jackson Co. Conservation District	Jackson	\$20,000
Jefferson Township	Hillsdale	\$12,200
Kalkaska County	Kalkaska	\$4,000
Kent County DPW	Kent	\$6,000
Laketon Township	Muskegon	\$14,000
Lapeer Township	Lapeer	\$2,000
Lenawee County	Lenawee	\$6,000
Livingston County DPW	Livingston	\$6,000
Middle Branch Township	Osceola	\$50,000
Midland County Mosquito Control	Midland	\$4,000
Missaukee Conservation District	Missaukee	\$4,000
Monroe County	Monroe	\$24,200
Muskegon County	Muskegon	\$24,000
City of Muskegon Heights	Muskegon	\$6,000
Newaygo County Road Commission	Newaygo	\$2,000

Northeast Michigan Council of Governments	Alpena	\$6,000
Oceana Conservation District	Oceana	\$6,000
Overisel Township	Allegan	\$4,000
Presque Isle Conservation District	Presque Isle	\$4,000
Saginaw County Mosquito Control	Saginaw	\$10,000
Southwest Michigan Solid Waste Consortium	Various	\$36,000
Springfield Township	Oakland	\$2,000
Tuscola County Recycling	Tuscola	\$10,000
Village of Sparta	Kent	\$4,000
Waverly Township	Van Buren	\$4,000
West Marquette County Sanitation	Marquette	\$6,200
		\$587,050



**SCRAP TIRE CLEANUP GRANT AGREEMENT
BETWEEN
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
AND BENZIE COUNTY SOLID WASTE DEPARTMENT**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environmental Quality, (DEQ), Office of Waste Management and Radiological Protection (OWMRP) ("State"), and Benzie County Solid Waste Department ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Part 169, Scrap Tires, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). Legislative appropriation of funds for grant assistance is set forth in Public Act 84 of 2015. This Agreement is subject to the terms and conditions specified herein.

Project Name: Benzie County SWD

Project Number: CO-1610007

Amount of grant: \$ 15,000.00 (100% State Restricted)

% of grant state 100 /% of grant federal 0

Project Total: \$ 15,000.00 (grant plus match)

Amount of match: \$ 0 = % 0

Start Date (date executed by DEQ): _____

End Date: 8/31/2016

GRANTEE CONTACT:

David Schaffer

Name/Title

Benzie County Solid Waste Department

Organization

448 Court Place

Address

Beulah, Michigan 49617

Address

231-882-0554

Telephone number

231-882-0033

Fax number

dschaffer@benzieco.net

E-mail address

38-6004838

Federal ID number

Grantee DUNS number

STATE'S CONTACT:

Christina Campbell, Grant Coordinator

Name/Title

Resource Management Group - OWMRP

Division/Bureau/Office

P.O. Box 30241

Address

Lansing, Michigan 48909-7741

Address

517-284-6501

Telephone number

517-373-4797

Fax number

campbellc@michigan.gov

E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature

Date

Name/Title

FOR THE STATE:

Signature

Steve Silver, Acting Chief, Office of Waste Management & Radiological Protection

Name/Title

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page one. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page one. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page one. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State.

The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly

with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

(F) The Grantee is committed to the match percentage on page one of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page one of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page one, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROJECT SPECIFIC REQUIREMENTS – APPENDIX A

PROJECT LOCATION AND SCOPE

The project shall be located in Michigan and the scope of the project is outlined in the Grantee's approved Fiscal Year 2015-2016 Scrap Tire Cleanup Program Grant Application Number CO-1610007.

GRANTEE REIMBURSEMENT

The Grant Amount shall not exceed \$ 15,000.00, and the Grantee will be reimbursed as specified below, **NOT TO EXCEED ACTUAL COSTS INCURRED BY THE GRANTEE**. All other costs associated with the removal of scrap tires, **including labor costs**, are the responsibility of the Grantee.

The State shall reimburse the Grantee the actual costs incurred by the Grantee, up to \$1,000.00 for a trailer with less than 500 passenger tire equivalents (PTE), \$2.00 per additional PTE in excess of 500 PTE, not to exceed \$2,000.00 for a full semi van trailer with over 1,000 PTE. This payment is for providing acceptable scrap tire collection vehicles at the site of collection, and for the cost of processing and delivering the scrap tires to the End-User. The State shall also reimburse actual scrap tire transportation costs not to exceed \$1.00 per mile if the collection location is over 100 miles from the processor's location. The first 100 miles of transportation shall not be reimbursed but are considered covered under the trailer reimbursement rate. The combined cost of reimbursement for scrap tires and transportation shall not exceed the approved grant amount.

GRANT REIMBURSEMENT PROCESS AND GRANTEE REPORTING REQUIREMENTS

The Grantee must first pay the Processor for work completed and then seek reimbursement from the State. If the Grantee is not financially able to pay the Processor prior to seeking reimbursement from the State, then the Grantee may assign its grant payment(s) to the Processor pursuant to Section VII, Assignability, of this Agreement. If the Grantee assigns payment(s) to the Processor, and any payment is intercepted by the Michigan Department of Treasury due to Grantee's outstanding debt to the State of Michigan, then the Grantee is responsible for paying the Processor directly for the outstanding balance due the Processor.

The Grantee shall maintain an accurate count of the number of scrap car tires, scrap truck tires and oversized tires removed from the site.

A request for payment shall be submitted by the Grantee on a form provided by the State and shall include proof of payment to the Processor or End-User, as applicable, a copy of the Processor invoice(s) and all scrap tire manifests, signed by the Grantee, the Processor, and the End-User.

Within 30 days of the date that the last scrap tire covered by this Agreement was removed from the site, the Grantee shall submit the final request for payment.

PROCESSOR AND END-USER REQUIREMENTS

Any tire processor utilized by the Grantee shall be a Michigan-based Scrap Tire Processor (Processor). Refer to Section VIII, Subcontracts, for requirements regarding subcontractors.

The State may approve a written request from the Grantee to change the approved Processor(s) and/or approved Scrap Tire Material End-User (End-User) or End-Users identified in this Agreement.

UNUSABLE TIRES

The State may approve a request from the Grantee to replace an approved End-User with a sanitary landfill, licensed under Part 115, Solid Waste Management, of the NREPA. Such a request may be approved if certain scrap tires covered under this Agreement are in such a condition that the approved Processor would not be able to process the scrap tires into a form acceptable to the approved End-User or if due to decreased end-use market availability another viable end-use market cannot be located. Any Grantee wishing to deliver scrap tires to a landfill after proper size reduction, must contact the State for approval. Whole motor vehicle tires are prohibited from being disposed of in a landfill. Reimbursement for landfilling of unusable tires shall not exceed the per tire amount authorized by this Agreement.

NOTIFICATION OF DELAYS

The Grantee shall inform the State's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project.

PROJECT COMPLETION

The State will make final payment after the project is complete. Project completion means all of the following:

(A) All scrap tires covered by this Agreement have been removed from the site and delivered to the End-User identified in this Agreement by the Processor identified in this Agreement.

(B) The Grantee has submitted the final Request for Payment form, including all supporting financial documentation and all scrap tire manifests, signed by the Grantee, the Processor, and the End-User, indicating the total number of scrap car tires, scrap truck tires, and oversized tires, removed from the site.

(C) The Grantee has notified the State that the site is clear of all scrap tires covered under this Agreement.

The State shall make a determination of project completion based on all of the following:

(A) A review of the project file, including all Request for Payment forms, all supporting financial documentation, all scrap tire manifests, and all reports submitted by Grantee, Processor, and End-User, to verify that the requirements of this Agreement have been met and that the reimbursement amounts are correct.

(B) A site inspection to determine the number of tires, if any, remaining on the site and to verify that the requirements of this Agreement have been met.

COMMUNITY CLEANUP ADDITIONAL REQUIREMENTS

Grants awarded to communities for the purpose of conducting community clean up days must adhere to the following disposal requirements as outlined in the Application:

(A) The Grantee must have the scrap tires disposed of as soon as possible, preferably the same day as the cleanup day or next business day, unless collecting tires to coordinate a regional pickup by the hauler. The maximum time tires can be at a collection point is one week.

(B) If the Grantee is coordinating with other Grantees in the region, each Grantee can store for up to one week all the collected scrap tires at a collection point to coordinate a regional pickup by the hauler.