

BENZIE COUNTY BOARD OF COMMISSIONERS

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

SPECIAL MEETING AGENDA

November 14, 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 – 10/25/2016
 PUBLIC INPUT
 ELECTED OFFICIALS & DEPT HEAD COMMENTS
 COMMISSIONER REPORTS
 COUNTY ADMINISTRATOR'S REPORT –
 FINANCE – Approval of Bills
 HR and PERSONNEL – Consent Calendar
 COMMITTEE APPOINTMENTS – Brownfield Resignation
 ACTION ITEMS – 2% Grant Applications (5); Wexford Prisoner Housing
 Contract; Collective Bargaining Agreements – POAM Corrections and POAM
 Dispatch; Sheriff Vehicle Purchase – 3; MERS Service Credit Purchase – Michelle
 Thompson; FOIA Appeal
 PRESENTATION OF CORRESPONDENCE
 NEW BUSINESS –
10:00 Jennifer Berkey – MSU Extension Agreement
10:15 Sara Swanson – Introduction of Kody (Canine Advocate Dog)
10:30 Maples Discussion – Stu Pettitt
11:00 Lisa Vogler – Taxpayers for the Maples
 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

October 25, 2016

The Benzie County Board of Commissioners met in a regular meeting on Tuesday, October 25, 2016, at Inland Township Hall, 19968 Honor Hwy, Interlochen, Michigan.

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

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

Excused were: Commissioner Tucker

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

Agenda:

Comm Griner requested that Mary Hoyt's FOIA appeals regarding the Maples be placed after the Public Hearing – 911 service plan. Motion by Sauer, seconded by Walterhouse, to approve the agenda as amended. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker Nays: None Motion carried.

Minutes:

Motion by Walterhouse, seconded by Bates, to approve the regular session minutes of October 11, 2016, as presented. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker Nays: None Motion carried.

Motion by Walterhouse, seconded by Bates, to approve the closed session minutes of October 11, 2016, as presented. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker Nays: None Motion carried.

6:05 p.m. Public Input

Marcia Stobie – Building Authority member, supports the Maples resolution that is being discussed tonight.

James Evans, Joyfield Township – On August 11, 2016 the Benzie County Planning Commission held a special meeting to discuss the final draft of the Master Plan. It was not properly noticed under the OMA.

Tom Longanbach – Reynolds Road between Cinder and US 31 has been paved and they did an excellent job.

6:09 p.m. Public Input Closed

Motion by Bates, seconded by Carland, to open the Public Hearing on E-911. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker Nays: None Motion carried

Ron Berns, 911 Director provides a brief overview of the Benzie County 911 Service Plan. Discussion was held.

6:16 p.m. Public Hearing on 911 Service Plan –

Sherry Poulisse – what I am hearing is 47 of the 83 counties in the state of Michigan are using this one company. Does that mean that this one company has the monopoly or are there other companies to choose from?

Mary Hoyt – is there any reason not to be receptive to the 911 Service Plan?

Ted Schendel – When is the date for this to take place and the company to take over?

COMMISSIONERS

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October 25, 2016

6:23 p.m. Public Input closed.

Motion by Walterhouse, seconded by Carland to close 911 Service Plan Public Hearing. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker Nays: None Motion Carried.

Motion by Walterhouse, seconded by Warsecke, to adopt the Benzie County 911 Service Plan as present, authorizing chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker Nays: None Motion Carried.

6:25 p.m. Public Input regarding the Maples

Tom Hart – he is on the DHHS Board, a tax payer and had an individual at the Maples. He is disappointed that he received the proposed Maples Resolution from the Maples Administrator not the Board of Commissioners. The resolution does not address all areas. The Board of Commissioners do not have the authority to direct the DHHS Board to do anything. If it is passes they will have to have their attorney look at the resolution.

Lisa Vogler – what is the statutory authority Benzie County is relying on to pass this resolution? What control does the Board of Commissioners have over the DHHS Board?

6:30 p.m. Public Input closed.

Mary Hoyt – FOIA Appeals regarding the Maples The FOIA request turned in to the County Administrator's office was immediately met with push back as to why we were asking about the Maples, what did we want to know? If the topic you FOIA is of great public interest, the FOIA fees can be waived. Hoping fees for the information will be waived again. Will have Lisa Vogler finishing speaking on this matter.

Lisa Vogler – there are two FOIA appeals before you tonight. First appeal is regarding the April 12, 2016 FOIA request. The second appeal is regarding the September 15, 2016 FOIA request. A third appeal will be reserved for next week. Still looking for the certificates of insurance from Edmund London & Associates and Comstock Construction Company. Requesting that the fees be waived.

Discussion held regarding the Maples

Sherril Poirisse – spoke regarding the Maples

Richard Figura – spoke regarding the Maples

Tom Longanbach – spoke regarding the Maples

Thor Goff – spoke regarding the Maples

Tom Hart – spoke regarding the Maples

Lisa Vogler – spoke regarding the Maples

Mary Hoyt – spoke regarding the Maples

Kathy Dube – spoke regarding the Maples

Deb Lingren – spoke regarding the Maples

Ed Kowalski – spoke regarding the Maples

Motion by Bates, seconded by Carland, to approve 2016-022 Resolution of Support Benzie County Board of Commissioners for the Opening of the Maples New Medical Care Facility as amended, authorizing chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker Nays: None Motion Carried.

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October 25, 2016

Motion by Griner to waive the fees for the September 15, 2016, FOIA information. Died for lack of support.

8:04 p.m. Closed Maples discussion.

8:05 p.m. Break

8:10 p.m. Reconvene

ELECTED OFFICIALS & DEPT HEAD COMMENTS:

David Schaffer, Recycling Coordinator, presented written report; everything is going good; had a recent Solid Waste Advisory meeting where dates were set for Household Hazardous Waste and Electronics collections for next year.

Doug Durand, Council on Aging, presented written report: a lot of good things happening at Benzie Senior Resources.

Frank Post, Emergency Management, presented written report; presented AFG grant application. Motion by Warsecke, seconded by Carland to adopt resolution 2016-024 Benzie County Regional AFG Grant Application and Resolution Migration to 800 MHz Trunked Radio Network as presented, authorizing chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker Nays: None Motion Carried.

Ron Berns, 911 Director, discussed the App they use to notify the Fire Department, that goes hand and hand with the pagers they wear on their hip, that will give them the nature of the call, address and location via cell phone. This was set up for free by the Vendors.

Tom Longanbach, Equalization Director, Building Authority meeting is re-scheduled to Thursday October 27, 2016 at 8:30 am.

COMMISSIONER REPORTS

Comm Carland reported that he has been working on the Airport; met last week to review applications for people who have applied for the airport administrator position; he and Mitch met with a gentleman from Traverse to discuss information technology in Benzie County; attended Cherry Pie debates up in Glen Arbor.

Comm Bates, attended ALS meeting, discussed issues and financial options regarding ambulance; Joint Court meeting was cancelled.

Comm Walterhouse, attended the Homestead Township meeting October 3rd; Finance Meeting and Betsie Valley Trial meeting on October 11th; attended Buildings and Grounds; working with the Village of Beulah to put up a water tower; Animal Welfare League purchased a dog for the Prosecutor's office to help victims in the courtroom; EMS meeting – working on ambulance.

Comm Sauer, Benzie Home Health Care and COA are now Benzie Senior Resources; Health Department has moved downstairs, and the upstairs is being remodeled for the Dental facility; Webber Foundation put on the Fall festival in Thompsonville and coats given out to school children.

COMMISSIONERS

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October 25, 2016

Comm Warsecke, attended Colfax Township meeting, Planning Commission meeting; Conservation District meeting and HR Meeting; K-9 fundraisers will be tomorrow at Greystone Mansion.

Comm Griner – attended Benzie EDC meeting and Housing Summit 2016; both meetings were very good.

COUNTY ADMINISTRATOR'S REPORT – Mitch Deisch - nothing

FINANCE

Bills: Motion by Walterhouse, seconded by Warsecke, to approve payment of the bills from October 12, 2016 to October 20, 2016 in the amount of \$3,986,675.84, as presented. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker Nays: None Motion carried.

Michele Thompson, County Treasurer, presented a Cash Summary by Fund report and Revenue and Expenditure report; entered into a land contract on a home in Thompsonville today, seeking bids/proposals for development of approximately 17 acres off 669. Have completed the expedited quiet title process for 8 parcels in the land bank. Sold one today and will transfer a second one by the end of the week, leaving 6 parcels in inventory; have one unsold foreclosure piece in Thompsonville and will transfer it over to the Lank Bank for disposition as soon as I hear back for the Village that they wish to reject the parcel from being transferred to them.

Motion by Walterhouse, seconded by Sauer to approve the October 11, 2016 Finance Consent Calendar items 1 – 6 as presented, authorizing chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker Nays: None Motion Carried.

HR AND PERSONNEL – Nothing

COMMITTEE APPOINTMENTS – letter from Chip Johnston, Centra Wellness – information only.

ACTION ITEMS

Motion by Warsecke, seconded by Walterhouse to adopt resolution 2016-023 Resolution to Allow One and Three-year Dog Licenses to be sold and allow online dog license sales as presented, authorizing chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker Nays: None Motion Carried.

CORRESPONDENCE

- Letter from Northwest Michigan Stakeholders – information only

NEW BUSINESS – None

8:53 p.m. Public Input

Marcia Stobie, thanks the Board of Commissioners for passing the resolution and helping this matter to move along.

Jim Evans, approve FOIA appeal process.

Deb Lindgren, happy to see the Board of Commissioners step into the Maples Arena.

COMMISSIONERS

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October 25, 2016

8:55 p.m. Public Input closed

Motion by Bates, seconded by Warsecke, to adjourn until the November 8, 2016 Regular meeting or the call of the chair. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker
Nays: None Motion carried

Roger L. Griner – Chair

Tammy Bowers, Benzie County Chief Deputy Clerk

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1. Approved the regular session minutes of October 11, 2016, as presented.
2. Approved the closed session minutes of October 11, 2016, as presented.
3. Adopted the Benzie County 911 Service Plan as present, authorizing chairman to sign.
4. Approved 2016-022 Resolution of Support Benzie County Board of Commissioners for the opening the Maples new medical care facility as amended.
5. Adopted the 2016-024 Benzie County Regional AFG Grant Application and Resolution Migration to 800 MNz Trunked Radio Network as presented.
6. Approve payment of the bills from October 12, 2016 to October 20, 2016 in the amount of \$3,986,675.84, as presented.
7. Approve the October 11, 2016 Finance Consent Calendar items 1 – 6 as presented.
8. Adopted resolution 2016-023 Resolution to Allow One and Three-year Dog Licenses to be sold and allow online dog license sales.

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

1. Authorized the Register of Deeds to upgrade software, using the technology funds available to her office.
2. To amend the Parks & Recreation 2016-17 budget in the amount of \$1,200.00 as presented.
3. To amend the County Clerk's 2016-17 budget in the amount of \$5,000.00 as presented.
4. To renew the 12 copier maintenance agreement with NetLink as presented.
5. To approve two budget amendments for the 2016-17 budget in the amount of \$48,116.88 as presented for purchase of the phone system.
6. To set a budget for 235 CDBG Grant for Crystal Mountain as presented.

Elected Officials and Department Head Comments

BENZIE COUNTY
SOLID WASTE ADVISORY COMMITTEE
November 1st, 2016
MINUTES

MEMBERS PRESENT: Brianne Lindsay, Jane Schultz, Marlene Wood
Dennis Fischgrabe, Roger Schultz and Evan
Warsecke

ABSENT: Todd Warren

ALSO PRESENT: David Schaffer – Solid Waste/Recycling
Coordinator

GUEST: Sarah Archer (Iris Waste Diversion Specialists Inc.)
Tim Ervin (AES)

Call to Order: Chairman Lindsay called the meeting to order at
10:00 a.m.

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

Public Input:

The committee welcomed Sarah Archer, president of Iris Waste Diversion Specialists and Tim Ervin of Alliance for Economic Success. Mr. Ervin expressed his apology for not providing the grant narrative in a timely fashion to the SWAC. Through much discussion and with clarification from Mrs. Archer and Mr. Ervin, it was determined that the sentence in the grant narrative stating "This effort will replace current recycling initiatives that are not financially sustainable because they are reliant upon publicly funded subsidies.", does not pertain to the Benzie County program. Mr. Ervin encouraged Benzie County to attend the first few meetings and then decide whether or not the county would like to adopt a resolution. Mr. Ervin suggested that although the adoption of the

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BEULAH, MI 49617

resolution would be preferred, it is not a necessary factor in determining the counties ability to participate in the study nor would it put any limits on potential benefits to be gained from the study. The SWAC agreed that the best course of action would be to provide representatives at the initial 3R meetings and should they determine the adaption of the resolution would be beneficial for the county, it would be brought before the BOC.

Business:

- a. **Regional Resource Recovery Study (3R):** The committee accepted Mr. Ervin's offer of providing a letter stating the intent of the 3R study is not to replace the counties current recycling program nor interfere with the programs progress.

ADJOURN: Chairman, Lindsay adjourned the meeting at 10:58 a.m.

The next quarterly meeting of SWAC will be held on Wednesday, January 4th, 2016.

Minutes are respectfully submitted by David Schaffer, Recycling Coordinator

Jane Schultz, Secretary

Animal Control Monthly Report

Animal	Admitted	YTD	Released	YTD	Euthanized	YTD	Adopted	YTD	Rescue/Foster	YTD	In House
Dogs	21	194	10	84	0	1	12	97	0	3	12
Cats	23	183	2	6	2	7	25	128	0	28	14
Other											

Calls for Service: 24

Total Number of After Hours Calls: 6

Total Number of Miles Driven: 1882

- 2012 Dodge 2500: 291
- 2015 Dodge 1500: 1591

Total Gallons of Gasoline use: 102.71

- 2012 Dodge 2500: 21.35
- 2015 Dodge 1500: 81.36

Current Truck Mileage:

- 2012 Dodge 2500: 34,475
- 2015 Dodge 1500: 7,275

Total Phone Calls for the Month: 184

Total Numbers of Visitors in the Shelter: 383

Total Man Hours of Cleaning Time: 137.5

YTD- Year to Date or Total number this year

Report for the Month of October, 2016

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BENZIE COUNTY CLERK
BELLAH, MI 49617

Report written by: ACO Kyle Maurer, Department Head, Benzie County Animal Control
Please Call (231)882-9505 for any questions or stop by the shelter



Benzie County Office of Emergency Management

Emergency Management Activities

October 2016

Below are outlined many of the activities I have been involved in for the month of October 2016.

- 1. Michigan Emergency Management Conference**
 On October 5th, 6th and 7th I attended the MEMA Conference at Boyne Mountain Resort. There were several breakout session pertaining to the various aspect of emergency management or sub components. I attended several sessions including use of Incident Action Planning for Planned Events, Teen CERT Programs, SAR Management, etc.

During the awards banquet, I was honored this year by being nominated as Michigan's "Emergency Management Coordinator of the Year" as selected by the Michigan State Police-Emergency Management and Homeland Security Division. I was also nominated by my Emergency Management peers in another category "Local Emergency Management Coordinator <60,000 Population". I caught the bouquet for both categories but it was my honor to be recognized by my peers.
- 2. Monthly Benzie County CERT Meeting**
 On Wednesday October 12th, 2016 we had a monthly meeting/training of the CERT Program. We had lengthy discussion regarding the upcoming Basic CERT Academy as well as After Action Review of the SAR events at Platte Bay and Betsie River.
- 3. Region 7 Homeland Security Planning Board**
 On Thursday September 1st, 2016 I attended the R7HSPB meeting held at Grayling City Hall.
- 4. LEPC Meeting**
 On Monday October 17th, 2016 we had a meeting of the LEPC where was the first meeting after the redrafting of the by-laws. We discussed how the LEPC is now organized and how we would be meeting. We discussed the upcoming Anhydrous Ammonia Operations Class on November 5th at the Government Center. It was noted that there would not be meeting in November or December because of the holiday's.
- 5. MGT-347 Incident Command System Form Review**
 On Tuesday October 18th, 2016 I attended a 4 hour workshop at the Grand Traverse County Office of Emergency Management detailing the introduction to Incident Command Forms used in the development of Incident Action Plans (IAP) and other utility ICS forms. In addition, participants will review the planning process to identify at what point the forms should be filled out and by whom.
- 6. Attendance at the Benzie County Fire/EMS Association Meeting**
 On Tuesday October 18th, 2016 I attended the Benzie County Fire/EMS Association Meeting at the Inland Township Fire Department. We had lengthy discussions regarding the AFG Grant Application for the transition to 800MHz for Fire and EMS.

They are continuing to work on setting up the Tax Exempt Status as well as checking accounts and other organizational matters. We also make some final plans to host a series of Fire Officer Prerequisite Courses.
- 7. Meeting of the Local Emergency Planning Committee Local Planning Team (LPT)**
 On Thursday October 27th, 2016 we held our LPT meeting in the EOC. We conducted an After Action Review of Platte Bay Drowning and went through a list of recommended improvements. There were 2 main topics of discussion including;

 - a. Region 7 Grant Projects – were tentatively approved and included
 - (1) Platte Township Fixed Site Generator for their Township Hall-Approved \$6,000 for 2016



SHSP Project

(2) Inland Township Fixed Site Generator for their Township Hall-Approved \$9,000 for 2016

SHSP Project

(3) Government Center 800MHz BDA \$9,000

- b. Tribal 2% Revenue Sharing Grant Applications – we discussed the several applications and their merits. It was determined that we would not recommend submission of 2 of the applications because of a concern regarding the amount of money applied for. The proposed applications included:
- a. Benzie County Firefighters Association Application for Flashover Training (\$10,050)
 - b. Benzie County EMS – Two (2) Power Cots (\$29,660)
 - c. Benzie County EM – Four (4) Manual Chest Compression Units (\$40,000)
 - d. Benzie County EM - Fire Extinguisher Trainer (\$9,900)
 - e. Benzie County EM – Alternate Dispatch Position in EOC (\$37,112)
 - f. Benzie County Sheriff's Office – Corrections 800MHz Radios (\$14,790)
 - g. Benzie County Animal Control – 800MHz Radios (\$17,300)
- c. We also discussed the Assistance To Firefighter Grant Application - Regional Application for Communications at great length.
- d. Upcoming Training –
- a. PER-275 and PER-275-1 TTT Law Enforcement Active Shooter Emergency Response (LASER) courses by TEEX Manistee County (Wellston), November 1st, 2nd, and 3rd.
 - b. Basic CERT Academy November 5th, 6th and 7th 2016 at the Benzie County Government Center
 - c. Anhydrous Ammonia Operations Level Training November 6th, 2016
 - d. Proposing a 3rd PER-275 and PER-275-1 for January or February 2017.
 - e. Weekend ICS-300 in Benzie County in February 2017
 - f. Weekend ICS-400 in Benzie County in March 2017
 - g. Search and Rescue Management Training February 24th, 25th and 26th, 2017 Benzie County.
 - h. MI-CIMS Training January 18th, 2017
 - i. MGT-317 Disaster Management for Public Service 11/29 and 30/16 Traverse City
 - j. MGT-341 Disaster Management for Hospitals and Healthcare Organizations within the Community Infrastructure 2/28 to 3/1/17 Traverse City
 - k. MGT-345 Disaster Management for Electrical Power Systems 4/4 4/5/17 Traverse City
 - l. PER-213 Wide Area Search-Camp Grayling
 - m. MGT-342 Strategic Overview of Disaster Management of Water and Wastewater Utilities 5/1/17 Traverse City
 - n. MGT-343 Disaster Management for Water and Wastewater Utilities 5/2 to 5/3/17 Traverse City

8. **Upcoming Events**

I have scheduled the following for the next two months;

November 3rd – R7HSPB Meeting-Grayling

November 4th, 5th, and 6th – Basic CERT Academy at the Benzie County Government Center

November 5th – Anhydrous Ammonia Operations Class at the Benzie County Government Center

November 9th – CERT Monthly Meeting and Training

November 21st – LEPC Meeting in the EOC

December 1st – R7HSPB Meeting-Grayling

December 14th – CERT Monthly Meeting and Training

December 20th – Benzie County Fire/EMS Association

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BENZIE COUNTY CLERK
BEULAH, MI 49617



Memorandum

To: Local Emergency Planning Committee
From: Frank Post, Emergency Management Coordinator
Date: November 1st, 2016
Subject: 2017 Schedule of Meetings for the Local Emergency Planning Committee (LEPC)

Below is the Schedule of Meetings proposed Local Emergency Planning Committee (LEPC) for 2017.

Note:

- The meetings of the Local Emergency Planning Committee are on a reoccurring date being the third (3rd) Monday of each month starting at 2:00pm except January and February when the meetings are moved to Tuesday because of Monday holidays.
- Also note because of the holidays in November and December there will be no scheduled meetings.
- All meetings are in the Emergency Operations Center (Room 134) in the Benzie County Government Center 448 Court Place, Beulah, MI 49617, unless otherwise noted.

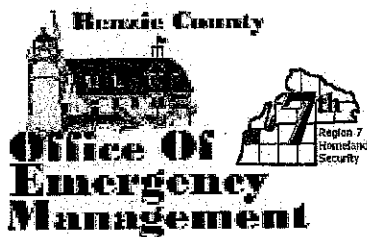
Local Emergency Planning Committee

January 17 th , 2017	2:00 PM	On Tuesday because of Monday Holiday	Benzie County EOC
February 21 st , 2017	2:00 PM	On Tuesday because of Monday Holiday	Benzie County EOC
March 20 th , 2017	2:00 PM		Benzie County EOC
April 17 th , 2017	2:00 PM		Benzie County EOC
May 15 th , 2017	2:00 PM		Benzie County EOC
June 19 th , 2017	2:00 PM		Benzie County EOC
July 17 th , 2016	2:00 PM		Benzie County EOC
August 21 st , 2016	2:00 PM	No Meeting, attendance at the NEMAA Academy	Benzie County EOC
September 18 th , 2016	2:00 PM		Benzie County EOC
October 16 th , 2016	2:00 PM		Benzie County EOC
November 20 th , 2016		No Meeting Thanksgiving Week	
December 18 th , 2016		No Meeting Christmas Holiday's	

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 BENZIE COUNTY CLERK
 BEULAH, MI 49617



Memorandum

To: Local Planning Team
From: Frank Post, Emergency Management Coordinator
Date: November 1st, 2016
Subject: 2017 Schedule of Meetings for the Local Planning Team (LPT)

Below is a corrected Schedule of Meetings proposed Local Planning Team (LPT) Committees for 2017.

Note:

- Local Planning Team Meetings are a reoccurring date on the forth (4th) Thursday of each month starting at 7:00pm.
- Also note because of the holidays in November and December there will be no scheduled meetings.
- All meetings are in the Emergency Operations Center (Room 134) in the Benzie County Government Center 448 Court Place, Beulah, MI 49617, unless otherwise noted.

Local Planning Team

January 26 th , 2017	7:00 PM		Benzie County EOC
February 23 th , 2017	7:00 PM		Benzie County EOC
March 23 th , 2017	7:00 PM		Benzie County EOC
April 27 th , 2017	7:00 PM		Benzie County EOC
May 25 th , 2017	7:00 PM		Benzie County EOC
June 22 nd , 2017	7:00 PM		Benzie County EOC
July 27 th , 2016	7:00 PM	No Meeting, attendance at the Continuity Program Manager Training	Benzie County EOC
August 24 th , 2016	7:00 PM	No Meeting, attendance at the NEMAA Academy	Benzie County EOC
September 28 th , 2016	7:00 PM		Benzie County EOC
October 26 th , 2016	7:00 PM		Benzie County EOC
November 23 rd , 2016		No Meeting Thanksgiving Week	
December 28 th , 2016		No Meeting Christmas Holiday's	

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 BEULAH, MI 49617



Memorandum

To: Roger Griner, Chair
Benzie County Board of Commissioners
From: Frank Post, Emergency Management Coordinator
Date: November 9th, 2016
Subject: COMM Van Deployment to Manistee County

We have been requested to deploy the COMM Van to Manistee in support of CERT Communications. Over the past few years we have deployed the COMM Van to the Victorian Sleigh bell Events in the City of Manistee which will occur this year on December 3rd, 2016. If you will recall, the Board of Commissioners approved the deployment last year to facilitate CERT member's communications skill building.

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BENZIE COUNTY CLERK
BEULAH, MI 49617

Commissioner Report

Benzie County Board of Commissioners
448 Court Place
Beulah, MI 49617

October 25, 2016

Dear Planning Commissioners,

With the contracting of professional planning services through Networks Northwest, it is the hope of the Benzie County Board of Commissioners (BCBoC) to create a new voluntary Benzie County Planning Commission (BCPC) that is representative of our entire county. To ensure geographic and industry diversity and representation, we are asking for applicants from each planning commission in Benzie County.

The role of the BCPC would be advisory to the Networks Northwest planners and the BCBoC in accordance with PA33 and to support intergovernmental communication and cooperation. It is anticipated that the BCPC would meet monthly initially at a date and time determined by the BCPC and Networks Northwest. Terms would be 3 years with staggered expirations.

If interested in serving on the BCPC, please submit your application to Maridee Cutler, Benzie County Administrative Assistant. Applications will be reviewed and commissioners appointed by the Benzie County Board of Commissioner Chair with BCBoC approval.

Thank you for consideration of this request and service to our community.

Sincerely,

Benzie County Board of Commissioners

RECEIVED

NOV 01 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

County Administrator's Report

FINANCE REPORT

BILLS TO BE APPROVED November 14, 2016

Motion to approve Vouchers in the amount of:

\$	94,666.21	General Fund (101)
\$	20,929.67	Jail Fund (213)
\$	21,227.14	Ambulance Fund & ALS (214)
\$	36,905.49	Funds 105-238
\$	3,228.55	ACO Fund (247)
\$	29,880.27	Building (249)
\$	1,775.80	Dispatch 911 Fund (261)
\$	24,822.89	Funds 239-292
\$	185,392.21	Funds 293-640
\$	105,341.52	701 Fund
\$	-	Trust and Agency Funds & MSU Trust and Agency Fund (702-771)
<u>\$</u>	<u>524,169.75</u>	

Payables October 27, 2016 - November 14, 2016

[illegible]

206-K-9 Fund
207-Sheriff Reserve's
208-Dive Team
209-Resource Officer
210-Benzie Kids
211-D.A.R.E. Fund
215-FOC

- 230-BVTMC
- 232-Planning/Zoning
- 235-CBDG
- 238-EDC
- 245-Remonumentation
- 256-Reg of Deeds
- 262-911-Training

269-Law Library
270-Platte River Bridge
271-Housing Grant
276-Council on Aging
285-Pt. Betsie Lighthouse
292-Child Care Fund
293-Soldiers Relief Fund

310-Gov't Ctr Addition-Debt
315-Benzie Leelanau Health
321-Jail Bond
371-Jail Bldg Debt Millage
425-Equipment Replace

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 148 PROBATE COURT							
101-148-703.11	WAGES-DEPUTY PROBATE REG	GONYON, CORINNE LN	CONTRACT EMPLOYEE PROBATE COURT	11102016	11/10/16	215.68	57491
101-148-727.00	OFFICE SUPPLIES	MCCARDEL WATER CONDIT	NOV RENTAL	27-2968	11/10/16	32.00	57509
101-148-805.00	COURT APPOINTED ATTORNEY	BAILEY LAW OFFICE PLL	D HUGHES, LII/PP	500	11/03/16	62.50	57379
101-148-805.00	COURT APPOINTED ATTORNEY	SMITH & JOHNSON	RICHLEY, NOTHNAGEL, KING	120068	11/03/16	290.00	57440
101-148-805.00	COURT APPOINTED ATTORNEY	SMITH, MICHAEL LAWRE	J PATTERSON, LII/PP	11/01/2016	11/03/16	145.00	57441
101-148-805.00	COURT APPOINTED ATTORNEY	HUFT, DAVID G. ATTY	S FEWINS, PP	11/09/2016	11/10/16	125.00	57498
101-148-955.10	DUES & REGISTRATIONS	MICHIGAN PROBATE JUDG	2016-2017 DUES	11/09/2016	11/10/16	400.00	57513
101-148-970.20	EQUIPMENT - CAPITAL	BUSINESS INFORMATION	NEW COURTROOM #2 MACHINE	71683	11/03/16	441.67	57386
			Total For Dept 148 PROBATE COURT			1,711.85	
Dept 172 ADMINISTRATOR							
101-172-860.00	TRAVEL	DEISCH, MITCH	TRAVEL EXPENSES	SEPT2016	11/03/16	179.82	57396
101-172-860.00	TRAVEL	VISA=MITCHELL DEISCH	VISA CHARGES	*****023	11/03/16	205.45	57450
101-172-963.00	COMPUTER SUPPORT	BS & A SOFTWARE	SOFTWARE	109083	11/10/16	3,158.00	57476
			Total For Dept 172 ADMINISTRATOR			3,543.27	
Dept 215 COUNTY CLERK							
101-215-860.00	TRAVEL	BOWERS, TAMMY	MILEAGE TO BOC MEETING AT INLAND T	10/25/2016	10/27/16	16.20	57315
101-215-860.00	TRAVEL	BOWERS, TAMMY	MILEAGE TO MEJRA CONFERENCE IN MT	10/21/2016	10/27/16	123.12	57315
101-215-955.10	DUES & REGISTRATIONS	MI ASSOC. OF COUNTY C	2016 MACC FALL CONFERENCE - DAWN O	DEC 4-7, 2016	11/10/16	50.00	57511
			Total For Dept 215 COUNTY CLERK			189.32	
Dept 253 COUNTY TREASURER							
101-253-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	OFFICE SUPPLIES - FIX SHELLEY CHAI	408149-0	10/27/16	39.75	57336
101-253-727.00	OFFICE SUPPLIES	GOVERNMENTAL PRODUCTS	YELLOW DOCUMENT FOLDERS	3729	11/03/16	375.22	57401
101-253-727.00	OFFICE SUPPLIES	PLATTE RIVER PRINTING	OFFICE SUPPLIES - LETTERHEAD	7837	11/10/16	446.00	57520
101-253-800.00	CONTRACT SERVICES - AUDI	ANDERSON, TACKMAN & C	ASSISTANCE WITH PRIOR YEAR FUND BA	116944	11/10/16	232.50	57462
101-253-860.00	TRAVEL	THOMPSON, MICHELLE	MILEAGE FOR OCTOBER 2016	110716	11/10/16	141.10	57535
101-253-955.10	DUES & REGISTRATIONS	MI ASSOC OF COUNTY TR	2017 MEMBERSHIP DUES AND LEGAL DEF	102116	10/27/16	200.00	57339
101-253-963.00	COMPUTER SUPPORT	BS & A SOFTWARE	SOFTWARE	109083	11/10/16	5,830.00	57476
			Total For Dept 253 COUNTY TREASURER			7,264.57	
Dept 257 EQUALIZATION DEPARTMENT							
101-257-900.00	PRINTING & PUBLISHING	PIONEER GROUP	RECORD PATRIOT RENEWAL 2017	11/02/16	11/03/16	35.40	57430
101-257-955.10	DUES & REGISTRATIONS	MI ASSOC. OF EQUALIZA	MICHIGAN ASSOC EQ DIRECTORS DUES 2	11/2/2016	11/03/16	100.00	57417
101-257-963.00	COMPUTER SUPPORT	ESRI	ESRI RENEWAL	25750213	11/03/16	2,500.00	57397
101-257-963.00	COMPUTER SUPPORT	BS & A SOFTWARE	SOFTWARE	109083	11/10/16	3,147.00	57476
101-257-963.00	COMPUTER SUPPORT	LAND INFORMATION ACCE	LIAA RENEWAL 2017	6138	11/10/16	400.00	57506
101-257-967.00	PROJECT EXPENSES - AERIA	STATE OF MICHIGAN	AERIALS, 2015 MISAIL LIDAR	2015 MISAIL LID	11/03/16	950.67	57444
			Total For Dept 257 EQUALIZATION DEPARTMENT			7,133.07	
Dept 261 MSU EXTENSION							
101-261-703.04	WAGES-PART TIME SECRETAR	MSU EXTENSION BUSINES	LONGO PAY	TOINV11 17B	10/27/16	452.13	57344
101-261-703.04	WAGES-PART TIME SECRETAR	MSU EXTENSION BUSINES	LAVALLEY PAY	TOINV11 17A	10/27/16	120.56	57344
101-261-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	CHAIRMAT	408289-0	11/10/16	54.99	57499
			Total For Dept 261 MSU EXTENSION			627.68	
Dept 262 ELECTIONS							
101-262-905.00	PRINTING & PUBLISHING -	PIONEER GROUP	BOC AND ELECTION NOTICES	43100200	11/10/16	675.00	57518
			Total For Dept 262 ELECTIONS			675.00	
Dept 265 BUILDING & GROUNDS							
101-265-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	GAS & DIESEL FOR OCTOBER 2016	003 1016	11/03/16	59.65	57382
101-265-750.00	MAINTENANCE SUPPLIES	G.T. PACKAGING & JANI	JANITORIAL SUPPLIES	0210533-IN	11/03/16	255.06	57400

INVOICE GL DISTRIBUTION REPORT FOR BENZIE COUNTY
EXP CHECK RUN DATES 10/27/2016 - 11/14/2016
JOURNALIZED
PAID

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 265 BUILDING & GROUNDS							
101-265-750.00	MAINTENANCE SUPPLIES	G.T. PACKAGING & JANI	KLEENEX TISSUES	0209966-IN	11/03/16	69.51	57400
101-265-750.00	MAINTENANCE SUPPLIES	NUGENT HARDWARE	MOUSE TRAPS	131943	11/03/16	3.98	57423
101-265-750.00	MAINTENANCE SUPPLIES	NUGENT HARDWARE	FASTENERS	131752	11/03/16	15.58	57423
101-265-800.00	CONTRACTED SERVICES	AT&T	FOC PHONES	10.16.16	11/03/16	106.28	57378
101-265-800.00	CONTRACTED SERVICES	HURST MECHANICAL	PREVENTATIVE MAINTENANCE FROM JUNE	2624	11/03/16	1,440.00	57403
101-265-800.00	CONTRACTED SERVICES	KONE INC.	MAINTENANCE AGREEMENT	949462862	11/10/16	164.16	57504
101-265-821.00	GARBAGE DISPOSAL	AMERICAN WASTE	8 YD DUMPSTER & 4 YD DUMPSTER	1726830	11/10/16	175.00	57461
101-265-850.00	TELEPHONE	AT&T	FAMILY COURT FAX LINES	10162016	11/03/16	110.25	57378
101-265-850.00	TELEPHONE	AT&T	ADMIN, CLERK, TREASURER FAX LINES	101616	11/03/16	547.29	57378
101-265-850.00	TELEPHONE	AT&T	GOVERNMENT CENTER PHONES	10162016	11/03/16	1,468.10	57378
101-265-850.00	TELEPHONE	PACIFIC TELEMANAGEMENT	PAY PHONE	877312	11/03/16	50.00	57427
101-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONE BILL OCTOBER 2016	9773614028	10/27/16	146.75	57359
101-265-930.00	EQUIPMENT REPAIR	HURST MECHANICAL	LABOR & TRIP CHARGE	S4423	10/27/16	210.84	57335
101-265-930.00	EQUIPMENT REPAIR	MOORE MECHANICAL	PLUMBING REPAIRS IN DHS KITCHEN SI	49033	10/27/16	118.00	57343
101-265-930.00	EQUIPMENT REPAIR	HURST MECHANICAL	LEAK IN FRONT OF PROSECUTOR'S OFFI	S5137	11/03/16	407.34	57403
101-265-930.00	EQUIPMENT REPAIR	HURST MECHANICAL	TRANE UNIT #2	S6449	11/03/16	625.62	57403
101-265-930.00	EQUIPMENT REPAIR	KONE INC.	REPLACE 12 ROLLER GUIDES	1157286612	11/03/16	1,275.00	57407
101-265-939.00	CAPITAL IMPROVEMENTS	ABILITA	TELECON SYSTEM	161017	11/03/16	262.50	57374
			Total For Dept 265 BUILDING & GROUNDS			7,510.91	
Dept 266 LEGAL & CONTRACTED SERVICES							
101-266-810.00	LEGAL FEES	FIGURA, RICHARD	LEGAL FEES	BC-327	11/10/16	2,578.50	57487
101-266-815.20	CIRCUIT, JUV, & DC ADMIN	MANISTEE COUNTY	MANISTEE COUNTY BENZIE EXPENSES	AUGUST2016	11/03/16	1,166.67	57410
			Total For Dept 266 LEGAL & CONTRACTED SERVICES			3,745.17	
Dept 267 PROSECUTING ATTORNEY							
101-267-727.00	OFFICE SUPPLIES	PLATTE RIVER PRINTING	ENVELOPES	7836	10/27/16	141.00	57351
101-267-727.00	OFFICE SUPPLIES	VISA-SARA SWANSON	BUS.CARDS, FOLDERS, CALENDARS, POST-I	0132	10/27/16	434.41	57368
101-267-808.00	WITNESS FEES	SIMON TORRES	WITNESS FEE/MILEAGE (16.8 MILES @	16-266	11/03/16	7.68	57439
101-267-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONE BILL OCTOBER 2016	9773614028	10/27/16	39.39	57359
101-267-955.10	DUES & REGISTRATIONS	STATE BAR OF MICHIGAN	STATE BAR DUES FOR SARA&JENNIFER20	2016-17	11/03/16	595.00	57442
			Total For Dept 267 PROSECUTING ATTORNEY			1,217.48	
Dept 268 REGISTER OF DEEDS							
101-268-860.00	TRAVEL	BISSELL, AMY	MILEAGE TO LANSING FOR ROD MTG ON	11/01/2016	11/03/16	193.32	57384
			Total For Dept 268 REGISTER OF DEEDS			193.32	
Dept 285 CENTRAL SERVICES							
101-285-727.10	PAPER SUPPLIES	OFFICE DEPOT	SKID OF PAPER 2 CALENDARS	874308191001	11/03/16	1,615.98	57425
			Total For Dept 285 CENTRAL SERVICES			1,615.98	
Dept 286 TECHNOLOGY SUPPORT							
101-286-963.00	COMPUTER SUPPORT	BS & A SOFTWARE	SOFTWARE	109083	11/10/16	1,320.00	57476
			Total For Dept 286 TECHNOLOGY SUPPORT			1,320.00	
Dept 301 SHERIFF							
101-301-727.00	OFFICE SUPPLIES	VISA-DAN SMITH	OCT '16 TRAINING, BOOTS, MIXER, VACUU	444014083000685	11/10/16	23.09	57539
101-301-748.00	GAS, OIL & GREASE	XPRESS LUBE	14-2 TIRE CHANGE OUT	20426	10/27/16	90.00	57370
101-301-748.00	GAS, OIL & GREASE	SHELL FLEET PLUS	FUEL OCT '16	065281271	11/03/16	279.77	57438
101-301-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	FUEL OCT '16	002 1016	11/10/16	1,653.04	57469
101-301-748.00	GAS, OIL & GREASE	XPRESS LUBE	OIL CHANGE 2014 TAURUS DB	20688	11/10/16	39.95	57545
101-301-748.00	GAS, OIL & GREASE	XPRESS LUBE	TIRE CHANGE OUT 14-3	20837	11/10/16	60.00	57545
101-301-749.00	VEHICLE REPAIRS	HEIGES PERFORMANCE, I	LABOR TO INSTALL STRUTS MILLER	010709	11/10/16	163.00	57495

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 301 SHERIFF							
101-301-749.00	VEHICLE REPAIRS	VISA-TROY LAMERSON	OCT '16 PART B TRAIN, STRUTS	444014083000675	11/10/16	562.19	57543
101-301-751.00	UNIFORMS	NYE UNIFORM COMPANY	SGT STRIPES	577371	11/03/16	51.55	57424
101-301-751.00	UNIFORMS	VISA-DAN SMITH	2-COATS DB, BOOTS-LAMERSON, MILLER, DRYCLEANING OCT '16	44014083000****	11/10/16	665.97	57539
101-301-752.10	DRY CLEANERS	ROBBIE'S DRY CLEANERS		2184	11/03/16	141.60	57432
101-301-800.00	CONTRACTED SERVICES	CORE TECHNOLOGY CORPO	2017 ANNUAL RENEWAL TECH SUPPORT	ORD-04750-R5682	11/10/16	3,320.00	57484
101-301-835.10	BLOOD RESITUTIONS	PAUL OLIVER MEMORIAL	INMATE MEDICAL & BLOOD DRAWS	2388	10/27/16	38.00	57348
101-301-835.10	BLOOD RESITUTIONS	PAUL OLIVER MEMORIAL	SCS SPEC COLL SERVICE	101416	11/03/16	76.00	57429
101-301-850.00	TELEPHONE	VERIZON WIRELESS	CELL PHONE BILL OCTOBER 2016	9773614028	10/27/16	218.72	57359
101-301-955.00	CONVENTIONS & DUES	MICHIGAN SHERIFFS ASS	2017 MSA DUES	20161008	11/10/16	535.00	57514
101-301-961.00	TRAINING & SCHOOLS	BENZIE COUNTY SHERIFF	OCT '16 FILING FEES, MEALS, ETC	PETTY CASH REIM	11/10/16	29.32	57471
101-301-961.00	TRAINING & SCHOOLS	VISA-TROY LAMERSON	OCT '16 PART B TRAIN, STRUTS	444014083000675	11/10/16	35.67	57543
			Total For Dept 301 SHERIFF			7,982.87	
Dept 333 SECONDARY ROAD PATROL							
101-333-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	FUEL OCT '16	002 1016	11/10/16	144.38	57469
			Total For Dept 333 SECONDARY ROAD PATROL			144.38	
Dept 426 EMERGENCY MANAGEMENT							
101-426-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	AAA BATTERIES & TRANSPARENCIES	408331-0	11/28/16	46.96	57404
101-426-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	POWER POINT PRESENTER	408332-0	11/28/16	34.99	57404
101-426-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	USB CABLE	408471-0	11/03/16	9.66	57404
101-426-727.00	OFFICE SUPPLIES	VISA=FRANK POST	VISA STATEMENT	****0116	11/03/16	125.00	57449
101-426-850.00	TELEPHONE	VERIZON WIRELESS	CELL PHONE BILL OCTOBER 2016	9773614028	10/27/16	69.85	57359
101-426-860.00	TRAVEL	POST, FRANK	MILEAGE 10-9 TO 10-22-16 REINBURSE	MILEAGE 10-22-1	11/02/16	260.28	57352
101-426-860.00	TRAVEL	POST, FRANK	MILEAGE FROM 10-23-16 TO 11-5-16	MILEAGE ENDING	12/03/16	137.70	57521
101-426-861.00	TRAINING & SCHOOLS	VISA=FRANK POST	VISA STATEMENT	****0116	11/03/16	144.08	57449
101-426-961.00	TRAINING & SCHOOLS	POST, FRANK	REFRESHMENTS FOR CERT TRAINING ACA	CERT REINBURSE	12/03/16	34.39	57521
101-426-970.00	EQUIPMENT	VISA=FRANK POST	VISA STATEMENT	****0116	11/03/16	94.63	57449
			Total For Dept 426 EMERGENCY MANAGEMENT			957.54	
Dept 721 PLANNING DEPARTMENT							
101-721-721.00	PER DIEM - PLANNING COMM	BONDARENKO, NENA O.	PLANNING COMMISSION PER DIEM	11032016	11/10/16	35.00	57473
101-721-721.00	PER DIEM - PLANNING COMM	HILL, LORI	PLANNING COMMISSION PER DIEM	11032016	11/10/16	35.00	57496
101-721-721.00	PER DIEM - PLANNING COMM	HILL, LORI	PLANNING COMMISSION PER DIEM	10132016	11/10/16	35.00	57496
101-721-721.00	PER DIEM - PLANNING COMM	MAY, SHARRON	PLANNING COMMISSION RECORDING	10132016	11/10/16	75.00	57508
101-721-721.00	PER DIEM - PLANNING COMM	MINSTER, MARGARET	PER DIEM PLANNING COMMISSION	10132016	11/10/16	35.00	57515
101-721-721.00	PER DIEM - PLANNING COMM	ROCH VON ROCHSBURG, W	PLANNING COMMISSION PER DIEM	10132016	11/10/16	35.00	57528
101-721-721.00	PER DIEM - PLANNING COMM	ZENKER, SUSAN K.	PLANNING COMMISSION PER DIEM	10132016	11/10/16	35.00	57546
101-721-721.00	PER DIEM - PLANNING COMM	ZENKER, SUSAN K.	PLANNING COMMISSION PER DIEM	11032016	11/10/16	35.00	57546
101-721-860.00	TRAVEL	BONDARENKO, NENA O.	PLANNING COMMISSION MILEAGE	110316	11/10/16	8.64	57473
101-721-860.00	TRAVEL	HILL, LORI	PLANNING COMMISSION MILEAGE	110316	11/10/16	5.40	57496
101-721-860.00	TRAVEL	HILL, LORI	PLANNING COMMISSION MILEAGE	101316	11/10/16	5.40	57496
101-721-860.00	TRAVEL	MAY, SHARRON	PLANNING COMMISSION TRAVEL	101316	11/10/16	2.70	57508
101-721-860.00	TRAVEL	MINSTER, MARGARET	PLANNING COMMISSION MILEAGE	101316	11/10/16	14.04	57515
101-721-860.00	TRAVEL	ROCH VON ROCHSBURG, W	PLANNING COMMISSION MILEAGE	101316	11/10/16	8.64	57528
101-721-860.00	TRAVEL	ZENKER, SUSAN K.	PLANNING COMMISSION MILEAGE	101316	11/10/16	5.40	57546
101-721-860.00	TRAVEL	ZENKER, SUSAN K.	PLANNING COMMISSION MILEAGE	110316	11/10/16	5.40	57546
101-721-860.00	PUBLICATIONS - PC	BONDARENKO, NENA O.	ADMINISTRATIVE ASSISTANT AD - RECO	MAY2015	11/03/16	24.00	57385
101-721-900.20			Total For Dept 721 PLANNING DEPARTMENT			399.62	
Dept 751 PARKS & RECREATION DEPARTMENT							
101-751-721.00	PER DIEM	ANDERSEN, CHRISTY	PARKS & REC PER DIEM	102416	10/27/16	35.00	57304
101-751-721.00	PER DIEM	DEMITROFF, CATHY	PARKS & REC PER DIEM	102416	10/27/16	35.00	57324

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 751 PARKS & RECREATION DEPARTMENT							
101-751-721.00	PER DIEM	DUPERRON, SEAN	PARKS & REC PER DIEM	102416	10/27/16	35.00	57326
101-751-721.00	PER DIEM	PEACOCK, TAD	PARKS & REC PER DIEM	102416	10/27/16	35.00	57349
101-751-721.00	PER DIEM	PEARSALL-GROENWALD, M	PARKS & REC PER DIEM	102416	10/27/16	35.00	57350
101-751-721.00	PER DIEM	ROCH VON ROCHSBURG, W	PARKS & REC PER DIEM	102416	10/27/16	35.00	57353
101-751-721.00	PER DIEM	ROCH VON ROCHSBURG, W	PARKS & REC MILEAGE	10242016	10/27/16	8.64	57353
101-751-721.00	PER DIEM	SKURDALL, BARBARA	PARKS & REC PER DIEM	102416	10/27/16	35.00	57354
101-751-721.00	PER DIEM	HUDSON, PAT	PARKS & REC RECORDING SERVICES	10242016	10/27/16	75.00	57334
101-751-804.00	RECORDING SERVICES	ANDERSEN, CHRISTY	PARKS & REC MILEAGE	10242016	10/27/16	9.72	57304
101-751-860.00	TRAVEL	DEMITROFF, CATHY	PARKS & REC MILEAGE	10242016	10/27/16	5.40	57324
101-751-860.00	TRAVEL	DUPERRON, SEAN	PARKS & REC MILEAGE	10242016	10/27/16	9.18	57326
101-751-860.00	TRAVEL	PEACOCK, TAD	PARKS & REC MILEAGE	10242016	10/27/16	3.24	57349
101-751-860.00	TRAVEL	PEARSALL-GROENWALD, M	PARKS & REC MILEAGE	10242016	10/27/16	8.10	57350
Total For Dept 751 PARKS & RECREATION DEPARTMENT						364.28	
Dept 852 MEDICAL INSURANCE							
101-852-717.01 MEDICAL INSURANCE TO MAN							
MANISTEE COUNTY			MANISTEE COUNTY BENZIE EXPENSES	AUGUST2016	11/03/16	2,465.50	57410
			Total For Dept 852 MEDICAL INSURANCE			2,465.50	
			Total For Fund 101 GENERAL FUND			94,666.21	
Fund 205 TNT OFFICER MILLAGE FUND							
Dept 000							
205-000-748.00	GAS, OIL & GREASE	SHELL FLEET PLUS	FUEL OCT '16	065281271	11/03/16	88.44	57438
205-000-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	FUEL OCT '16	002 1016	11/10/16	186.65	57469
205-000-748.00	GAS, OIL & GREASE	MICHIGAN DEPARTMENT O	DETECTIVE BUREAU-TNT	PLATE APPLICATI	11/10/16	13.00	57512
205-000-853.00	CELLULAR PHONES-TNT	VERIZON WIRELESS	CELL PHONE BILL OCTOBER 2016	9773614028	10/27/16	40.01	57359
205-000-940.00	LEASED VEHICLE	WATSON BENZIE LLC	TNT VEHICLE PURCHASE	PO BC5020517	11/03/16	31,690.00	57451
205-000-961.00	TRAINING & SCHOOLS	MUNSON OCCUPATIONAL H	METH PHYSICAL - TNT	00146648-00	10/27/16	177.40	57347
205-000-970.00	EQUIPMENT	COVERT TRACK GROUP, I	ANNUAL SUBSCRIPTION TRACK/MAP	19018	10/27/16	600.00	57320
205-000-970.00	EQUIPMENT	VISA=TROY LAMERSON	PART A CHEIF SUPPLY EVIDENCE SUPPL	444014083000675	11/10/16	104.07	57543
Total For Dept 000						32,899.57	
Total For Fund 205 TNT OFFICER MILLAGE FUND						32,899.57	
Fund 206 SHERIFF'S K-9 FUND							
Dept 000							
206-000-967.00	PROJECT EXPENSES	VISA=TED SCHEDEL	DUES FOR DOGS FOR LAW ENFORCEMENT	5081	11/10/16	65.00	57542
Total For Dept 000						65.00	
Total For Fund 206 SHERIFF'S K-9 FUND						65.00	
Fund 213 JAIL OPERATIONS FUND							
Dept 265 BUILDING & GROUNDS							
213-265-782.00	MAINTENANCE SUPPLIES	NUGENT HARDWARE	SHOVELS, KEYS, UPS, RAKE, BATTERY	1444	11/03/16	133.91	57423
213-265-783.00	EQUIP. SERVICES & SUPPLI	G.T. PACKAGING & JANI	PAPER PROD, LINERS	0210531-IN	11/03/16	247.70	57400
213-265-783.00	EQUIP. SERVICES & SUPPLI	G.T. PACKAGING & JANI	CLEANER	0210532-IN	11/03/16	38.18	57400
213-265-783.00	EQUIP. SERVICES & SUPPLI	NORTHERN FIRE & SAFET	FIRE EXT SEMI ANNUAL INSP, ETC	287758	11/03/16	222.50	57421
213-265-783.00	EQUIP. SERVICES & SUPPLI	NORTHWEST LOCK INC	RE-KEY LOCK	106861	11/03/16	85.00	57422
213-265-783.00	EQUIP. SERVICES & SUPPLI	ORKIN	YEARLY CONTRACT - INSECT PREVENTIO	26397595	11/03/16	593.28	57426
213-265-783.00	EQUIP. SERVICES & SUPPLI	VISA=DAN SMITH	OCT '16 TRAINING, BOOTS,MIXER,VACUU	444014083000685	11/10/16	318.05	57539
213-265-783.00	EQUIP. SERVICES & SUPPLI	AMERICAN WASTE	OCT '16	1728527	11/10/16	95.00	57461
213-265-784.00	GARBAGE PICK-UP	VERIZON WIRELESS	CELL PHONE BILL OCTOBER 2016	9773614028	10/27/16	55.12	57359
213-265-853.00	CELLULAR PHONES	Total For Dept 265 BUILDING & GROUNDS				1,788.74	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 213 JAIL OPERATIONS FUND							
Dept 351 JAIL - CORRECTIONS							
213-351-727.00	OFFICE SUPPLIES	BENZIE COUNTY SHERIFF	OCT '16 FILING FEES, MEALS, ETC	PETTY CASH REIM	11/10/16	22.98	57471
213-351-727.00	OFFICE SUPPLIES	VISA=DAN SMITH	OCT '16 TRAINING, BOOTS, MIXER, VACUU	444014083000685	11/10/16	23.09	57539
213-351-727.00	FOOD SUPPLIES	CANTEEN SERVICES	INMATE MEALS	IVC26482	11/10/16	8,895.42	57479
213-351-740.00	KITCHEN SUPPLIES	VISA=DAN SMITH	OCT '16 TRAINING, BOOTS, MIXER, VACUU	444014083000685	11/10/16	59.95	57539
213-351-742.00	GAS, OIL & GREASE	SHELL FLEET PLUS	FUEL OCT '16	065281271	11/03/16	25.00	57438
213-351-748.00	GAS, OIL & GREASE	XPRESS LUBE	DODGE CARAVAN TIRE CHG OUT	20527	11/03/16	60.00	57455
213-351-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	FUEL OCT '16	002 1016	11/10/16	98.32	57469
213-351-748.00	GAS, OIL & GREASE	XPRESS LUBE	DODGE VAN OIL CHANGE	20782	11/10/16	39.95	57545
213-351-751.00	UNIFORMS	VISA=DAN SMITH	OCT '16 TRAINING, BOOTS, MIXER, VACUU	444014083000685	11/10/16	322.69	57539
213-351-752.10	DRY CLEANERS	BANASIAK, DANIELLE	NAMES, PATCHES ETC	ALTERATIONS	10/27/16	111.00	57308
213-351-752.10	DRY CLEANERS	ROBBIE'S DRY CLEANERS	DRYCLEANING OCT '16	2184	11/03/16	241.75	57432
213-351-818.00	FILING FEES	STATE OF MICHIGAN	AROSA, RVANBROCKLIN, JRINEHEART, PBAC	DOCUMENTS	10/27/16	30.00	57356
213-351-818.00	FILING FEES	BENZIE COUNTY SHERIFF	OCT '16 FILING FEES, MEALS, ETC	PETTY CASH REIM	11/10/16	105.00	57471
213-351-834.00	PRISONER MEDICAL - BENZI	PAUL OLIVER MEMORIAL	INMATE MEDICAL & BLOOD DRAWS	2388	10/27/16	473.80	57348
213-351-834.00	PRISONER MEDICAL - BENZI	ADVANCED CORRECTIONAL	3RD QTR BILLING RECONCILIATION	60904	11/03/16	56.12	57375
213-351-834.00	PRISONER MEDICAL - BENZI	ADVANCED CORRECTIONAL	DEC '16 INMATE HEALTHCARE	60556	11/03/16	5,990.30	57376
213-351-834.00	PRISONER MEDICAL - BENZI	GRAND TRAVERSE ORAL S	ORAL SURGERY INMATE	97519	11/10/16	542.00	57493
213-351-865.00	PRISONER TRANSFER	BENZIE COUNTY SHERIFF	OCT '16 FILING FEES, MEALS, ETC	PETTY CASH REIM	11/10/16	12.95	57471
213-351-865.00	EQUIPMENT LEASE - COPIER	NETLINK BUSINESS SOLU	COPIER COPIES	133494	11/03/16	329.34	57419
213-351-940.20	EQUIPMENT LEASE - COPIER	TEAM FINANCIAL GROUP,	SHARP COPIERS	141081	11/03/16	461.25	57447
213-351-940.20	TRAINING & SCHOOLS	BANASIAK, JAMES	TRAVEL EXPENSES	11032016	11/10/16	7.21	57466
213-351-961.00	PRISONERS SCHOOLING	HEIMAN, BARBARA	INMATE SCHOOLING OCT	OCT '16	10/27/16	400.00	57333
213-351-963.00	COMPUTER EQUIPMENT	WYATT COMPUTER SERVIC	DATTO AGREEMENT	MB20138	11/03/16	510.00	57454
213-351-963.00	MISCELLANEOUS - INMATE T	SECURUS TECHNOLOGIES	INVEST PRO	153916	11/10/16	94.81	57530
213-351-980.01	BIO-HAZARDS EQUIPMENT	LOU'S GLOVES	GLOVES	015256	10/27/16	228.00	57338
Total For Dept 351 JAIL - CORRECTIONS						19,140.93	
Total For Fund 213 JAIL OPERATIONS FUND						20,929.67	
Fund 214 EMERGENCY MEDICAL SERVICES (EMS) FUND							
Dept 265 BUILDING & GROUNDS							
214-265-750.00	MAINTENANCE SUPPLIES	FRANKFORT HARDWARE	ROOM FRESHER, PAPER TOWEL	006662/1	11/10/16	10.05	57488
214-265-750.00	MAINTENANCE SUPPLIES	G.T. PACKAGING & JANI	PAPER TOWEL, TOILET PAPER, Z FOLD	0209965-IN	11/10/16	124.60	57489
214-265-750.00	MAINTENANCE SUPPLIES	HONOR BUILDING SUPPLY	TRASH BAGS, 60" THREADED HANDLE	1611-134724	11/10/16	24.77	57497
214-265-750.00	MAINTENANCE SUPPLIES	NUGENT HARDWARE	CONNECTOR, CARWASH BRUSH	131969	11/10/16	9.99	57516
214-265-850.00	TELEPHONE	CENTURYLINK	PHONE AND INTERNET AT STATION 2	404669354	11/03/16	280.97	57392
214-265-850.00	TELEPHONE	CHARTER COMMUNICATION	PHONE, INTERNET AND CABLE	824512145001601	11/10/16	208.11	57481
214-265-850.01	INTERNET SERVICE	CHARTER COMMUNICATION	CABLE AT 448 COURT PLACE	824512142001011	11/10/16	91.45	57481
214-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONE SERVICE - ALS	9773614029	10/27/16	209.48	57359
214-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONE BILL OCTOBER 2016	9773614028	10/27/16	193.30	57359
214-265-922.00	WATER & SEWER	MCCARDEL WATER CONDIT	DRINKING WATER FOR STATION 3	27-2982	11/10/16	87.35	57509
214-265-922.00	FUEL - PROPANE GAS	DTE ENERGY	ATERAL GAS AT 227 PINE	455803700018	10/27/16	54.72	57325
214-265-923.00	ELECTRIC	CHEERYLAND ELECTRIC	ELECTRIC AT STATION 2	4129601	11/10/16	23.96	57482
214-265-924.00	BUILDING REPAIRS	VISA-CRAIG JOHNSON	FUEL (SHELL) TRAINING (CJ, CS) HOM	444014286000005	10/27/16	120.79	57366
214-265-935.00	BUILDING REPAIRS	NUGENT HARDWARE	ELECTRICAL WIRE, PVC PIPE, SWITCHE	131758	11/03/16	187.11	57423
214-265-935.00	BUILDING REPAIRS	NUGENT HARDWARE	RETURN OF WIRE, WIRE, GROUND ROD,	131772	11/03/16	16.48	57423
214-265-935.00	BUILDING REPAIRS	NUGENT HARDWARE	RENTAL RETURN	131778	11/03/16	(10.00)	57423
214-265-935.00	BUILDING REPAIRS	AMERICAN WASTE	10 YD DUMPSITER FOR STATION 3	1723825	11/10/16	350.00	57461
214-265-935.00	BUILDING REPAIRS	FRANKFORT HARDWARE	HEX KEY SET, PREC CUT BLADE,	6749/1	11/10/16	37.98	57488
214-265-935.00	BUILDING REPAIRS	FRANKFORT HARDWARE	CAULK, CAULK GUN, STAPLES STAPLE G	006611/1	11/10/16	39.75	57488
214-265-935.00	BUILDING REPAIRS	FRANKFORT HARDWARE	WIRE, CONNECTOR, JIG BLADE, SCREWS	006705/1	11/10/16	40.90	57488
214-265-935.00	BUILDING REPAIRS	HONOR BUILDING SUPPLY	REDI MIX GRAVEL. TWINE, 1/2' TERMI	1611-134784	11/10/16	19.48	57497
214-265-935.00	BUILDING REPAIRS	KENT ADAMS	CEILING ELECTRICAL BOXES, SWITCH W	HOM DEPOT	11/10/16	17.88	57503

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Fund 214 EMERGENCY MEDICAL SERVICES (EMS) FUND							
Dept 265 BUILDING & GROUNDS							
214-265-935.00	BUILDING REPAIRS	NUGENT HARDWARE	CONNECTOR, CARWASH BRUSH	131969	11/10/16	17.98	57516
214-265-935.00	BUILDING REPAIRS	NUGENT HARDWARE	RECEPTACLE, PLUG, WIRE	131938	11/10/16	25.56	57516
214-265-935.00	BUILDING REPAIRS	NUGENT HARDWARE	WALLPLATE, CLOSET FLANGE, PVC BRAC	132036	11/10/16	11.34	57516
			Total For Dept 265 BUILDING & GROUNDS			2,194.00	
Dept 655 ADVANCED LIFE SUPPORT (ALS)							
214-655-721.00	PER DIEM	DAGNEAU-BATES, MARTHA	EMS ADVISORY PER DIEM	10252016	10/27/16	35.00	57322
214-655-721.00	PER DIEM	FRANKE, JIM	EMS ADVISORY PER DIEM	10252016	10/27/16	35.00	57330
214-655-721.00	PER DIEM	DAGNEAU-BATES, MARTHA	EMS ADVISORY PER DIEM	10.18.2016	11/03/16	35.00	57395
214-655-721.00	PER DIEM	FRANKE, JIM	EMS ADVISORY PER DIEM	10.18.2016	11/03/16	35.00	57399
214-655-721.00	PER DIEM	MARKEY, TIM	EMS ADVISORY PER DIEM	10.18.2016	11/03/16	35.00	57413
214-655-721.00	PER DIEM	MEAD, MICHAEL	EMS ADVISORY PER DIEM	10182016	11/03/16	35.00	57415
214-655-721.00	PER DIEM	PARRISH, CHRIS	EMS ADVISORY PER DIEM	10.18.2016	11/03/16	35.00	57428
214-655-727.00	OFFICE SUPPLIES	VISA-CRAIG JOHNSON	FUEL (SHELL) TRAINING (CJ, CS) HOM	444014286000005	10/27/16	18.73	57366
214-655-727.00	OFFICE SUPPLIES	TEAM FINANCIAL GROUP,	M264N & 2616N COPIERS @EMS	140866	11/03/16	198.34	57447
214-655-735.00	MEDICAL SUPPLIES	MUNSON HOME MEDICAL E	IV TUBING, IV SOLUTION	235573	10/27/16	353.80	57345
214-655-735.00	MEDICAL SUPPLIES	MUNSON MEDICAL CENTER	IV KIT MAINTENANCE FEES	BCMS 9302016	10/27/16	658.00	57346
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	GAUZE, IV CATHS, EXTENSION SET, LI	82312332	11/10/16	357.50	57474
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	LARYNGSCOPE BLADES	82312333	11/10/16	16.37	57474
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	NASAL CANNULAS, CAPNOLINES	82313367	11/10/16	116.70	57474
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	SODIUM CHLORIDE	82315198	11/10/16	2.89	57474
214-655-735.10	MEDICAL SUPPLIES - GAS	AIRGAS	CYLINDER RENTAL	9939794754	11/10/16	215.12	57459
214-655-735.10	MEDICAL SUPPLIES - GAS	AIRGAS	CYLINDER RENTAL	9939794755	11/10/16	401.43	57459
214-655-735.10	MEDICAL SUPPLIES - GAS	AIRGAS	OXYGEN	9056820814	11/10/16	216.72	57459
214-655-748.00	GAS, OIL & GREASE	DAGNEAU-BATES, MARTHA	EMS ADVISORY MILEAGE	102516	10/27/16	9.29	57322
214-655-748.00	GAS, OIL & GREASE	FRANKE, JIM	EMS ADVISORY MILEAGE	102516	10/27/16	5.40	57330
214-655-748.00	GAS, OIL & GREASE	VISA-CRAIG JOHNSON	FUEL (SHELL) TRAINING (CJ, CS) HOM	444014286000005	10/27/16	105.46	57366
214-655-748.00	GAS, OIL & GREASE	DAGNEAU-BATES, MARTHA	EMS ADVISORY MILEAGE	10.18.16	11/03/16	19.71	57395
214-655-748.00	GAS, OIL & GREASE	FRANKE, JIM	EMS ADVISORY MILEAGE	10.18.16	11/03/16	10.80	57399
214-655-748.00	GAS, OIL & GREASE	MARKEY, TIM	EMS ADVISORY MILEAGE	10.18.16	11/03/16	10.80	57413
214-655-748.00	GAS, OIL & GREASE	MEAD, MICHAEL	EMS ADVISORY MILEAGE	10.18.16	11/03/16	7.56	57415
214-655-748.00	GAS, OIL & GREASE	PARRISH, CHRIS	EMS ADVISORY MILEAGE	10.18.16	11/03/16	18.36	57428
214-655-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	FUEL	006 1016	11/10/16	1,984.18	57469
214-655-749.00	VEHICLE REPAIRS	EMERGENCY VEHICLE PLU	CONTROL VALVE, LINK COLLAR, LINK R	012477	10/27/16	281.60	57328
214-655-749.00	VEHICLE REPAIRS	BENZIE BUS	CHECK CHARGING SYSTEM, WIRE ISSUE,	1601	11/03/16	1,064.69	57381
214-655-749.00	VEHICLE REPAIRS	ART'S AUTO & TRUCK PA	STARTER FOR E61	01MA8457	11/10/16	172.59	57463
214-655-749.00	VEHICLE REPAIRS	BENZIE BUS	REPLACE STARTER IN E61	1616	11/10/16	311.08	57467
214-655-749.00	VEHICLE REPAIRS	CADILLAC TRUCK SERVIC	FRONT END ALIGNMENT A31 AND FRONT	451821	11/10/16	10,266.57	57478
214-655-749.00	VEHICLE REPAIRS	TREDROC TIRE SERVICE	ROADSIDE TIRE REPAIR ON A21	9579	11/10/16	240.45	57537
214-655-749.00	VEHICLE REPAIRS	KEITH TRUAX	WORK BOOTS	AMAZON	11/10/16	75.00	57502
214-655-751.00	UNIFORMS	GRAND TRAVERSE MOBILE	PORTABLE RADIO BATTERY	46592	11/10/16	49.00	57492
214-655-855.00	RADIO MAINTENANCE/EQUIPM	BENZIE COUNTY FIRE/EM	ASSOCIATION DUES	105	10/27/16	1,000.00	57309
214-655-961.00	TRAINING & SCHOOLS	SPECIAL EMERGENCY TRA	TCCC PROVIDER COURSE FOR C DENNIS	6-2016-5	10/27/16	300.00	57355
214-655-961.00	TRAINING & SCHOOLS	VISA-CRAIG JOHNSON	FUEL (SHELL) TRAINING (CJ, CS) HOM	444014286000005	10/27/16	300.00	57366
			Total For Dept 655 ADVANCED LIFE SUPPORT (ALS)			19,033.14	
Fund 217 MARINE PATROL FUND							
Dept 331 MARINE LAW ENFORCEMENT							
217-331-748.00	GAS, OIL & GREASE	CRYSTAL LAKE MARINA	MAKO WINTERIZATION/ACTUAL DATE OF	3247	11/10/16	110.00	57485
			Total For Dept 331 MARINE LAW ENFORCEMENT			110.00	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 217 MARINE PATROL FUND							
Total For Fund 217 MARINE PATROL FUND							110.00
Fund 228 SOLID WASTE/RECYCLING FUND							
Dept 000	WAGES-ATTENDANT	ZYLSTRA, JESSE	SITE MONITOR	11816	11/10/16	115.00	57547
228-000-703.05	PER DIEM	FISCHGRABE, DENNIS	SWAC PER DIEM	11116	11/03/16	35.00	57398
228-000-721.00	PER DIEM	ROGER SCHULTZ	SWAC PER DIEM	11116	11/03/16	35.00	57434
228-000-721.00	PER DIEM	SCHULTZ, JANE	SWAC PER DIEM	11116	11/03/16	35.00	57437
228-000-721.00	PER DIEM	WOOD, MARLENE	SWAC PER DIEM	11116	11/03/16	35.00	57453
228-000-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	FUEL FOR THE TRUCK	0071016	11/03/16	142.30	57382
228-000-821.50	HAZARDOUS WASTE	BATTERY SOLUTIONS	BATTERY PICK UP	A103196	11/03/16	420.50	57380
228-000-850.00	TELEPHONE	VERIZON WIRELESS	CELL PHONE BILL OCTOBER 2016	9773614028	10/27/16	65.12	57359
228-000-860.00	TRAVEL	FISCHGRABE, DENNIS	SWAC MILEAGE	11116	11/03/16	2.24	57398
228-000-860.00	TRAVEL	LINDSAY, BRIANNE	SWAC MILEAGE	11116	11/03/16	3.78	57409
228-000-860.00	TRAVEL	SCHULTZ, JANE	SWAC MILEAGE	11116	11/03/16	10.08	57437
228-000-860.00	TRAVEL	WOOD, MARLENE	SWAC MILEAGE	11116	11/03/16	1.08	57453
228-000-957.00	MISCELLANEOUS	G.T. PACKAGING & JANI	CAN LINERS	0209967-IN	10/27/16	37.82	57331
228-000-961.00	TRAINING & SCHOOLS	VISA=DAVID SCHAFER	MRC CLASS	741	11/10/16	60.00	57540
Total For Dept 000							997.92
Total For Fund 228 SOLID WASTE/RECYCLING FUND							997.92
Fund 231 SOIL EROSION (SESSC) FUND							
Dept 723 SOIL EROSION CONTROL	PERMITS/INSPECTIONS FOR SEPTEMBER	1142			10/27/16	2,833.00	57306
231-723-800.00	CONTRACTED SERVICES					2,833.00	
Total For Dept 723 SOIL EROSION CONTROL							2,833.00
Fund 247 ANIMAL CONTROL FUND							
Dept 265 BUILDING & GROUNDS	NEW KEY MADE	NUGENT HARDWARE		132059	11/10/16	1.99	57516
247-265-782.00	MAINTENANCE SUPPLIES	SHOP AND SAVE	CLEANING SUPPLIES	22774	11/10/16	25.85	57531
247-265-782.00	MAINTENANCE SUPPLIES	AT&T	MONTHLY PHONE BILL	231882950510	11/03/16	91.10	57378
247-265-850.00	TELEPHONE	VERIZON WIRELESS	CELL PHONE BILL OCTOBER 2016	9773614028	10/27/16	39.39	57359
247-265-853.00	CELLULAR PHONES					158.33	
Total For Dept 265 BUILDING & GROUNDS							158.33
Fund 247 ANIMAL CONTROL FUND							
Dept 265 BUILDING & GROUNDS	MONTHLY PRINTER RENTAL			249575	11/03/16	61.16	57448
247-265-782.00	MAINTENANCE SUPPLIES			0051016	11/10/16	167.74	57470
247-265-782.00	MAINTENANCE SUPPLIES			35778	11/10/16	284.00	57472
247-265-835.20	VET & DRUG FEES	BENZIE COUNTY ROAD CO	2 CAT NEUTER/1 EUTH/ 1 DOG NEUTER	2016-2	11/10/16	420.00	57483
247-265-835.20	VET & DRUG FEES	COMMUNITY CATS	7 KITTENS SPAYED AND NEUTERED	260694	11/10/16	131.02	57519
247-265-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	MALE NEUTER TERRIER MIX	260059	11/10/16	145.17	57519
247-265-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	MALE NEUTER PITBULL "JIMMY"	260040	11/10/16	145.17	57519
247-265-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	MALE NEUTER "SAWYER"	257535	11/10/16	115.03	57519
247-265-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	FEMALE CAT SPAY	257556	11/10/16	36.09	57519
247-265-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	EXAM OF CAT	260290	11/10/16	143.88	57519
247-265-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	MALE NEUTER CHIHUAHUA	260490	11/10/16	220.31	57519
247-265-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	MALE NEUTER "LAB"	260571	11/10/16	84.78	57519
247-265-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	FEMALE DOG SPAY "LAB MIX"	260577	11/10/16	157.66	57519
247-265-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	MALE NEUTER DOG "HUSKY MIX"	259998	11/10/16	115.03	57519
247-265-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	FEMALE CAT SPAY	260103	11/10/16	56.48	57519
247-265-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	NOVOX FOR TERRIER MIX	260174	11/10/16	5.00	57519
247-265-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	EITHANSIA CAT				

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Fund 247 ANIMAL CONTROL FUND							
Dept 430 ANIMAL CONTROL							
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	EUTHANASIA CAT	260280	11/10/16	5.00	57519
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	FEMALE CAT SPAY	260319	11/10/16	252.70	57519
247-430-945.20	DISPOSALS & BURIALS	AMERICAN WASTE	TRASH BILL FOR NOV.	8111900	11/10/16	16.00	57461
247-430-963.00	COMPUTER SUPPORT	BS & A SOFTWARE	SOFTWARE	109083	11/10/16	508.00	57476
			Total For Dept 430 ANIMAL CONTROL			3,070.22	
			Total For Fund 247 ANIMAL CONTROL FUND			3,228.55	
Fund 249 BUILDING DEPARTMENT FUND							
Dept 265 BUILDING & GROUNDS							
249-265-850.00	TELEPHONE	AT&T	BUILDONG DEPARTMENT PHONES	10.16.2016	11/03/16	151.27	57378
			Total For Dept 265 BUILDING & GROUNDS			151.27	
Dept 371 BUILDING INSPECTOR							
249-371-800.00	CONTRACTED SERVICES	ASSOCIATED GOVERNMENT	PERMITS/INSPECTIONS FOR SEPTEMBER	1142	10/27/16	12,149.00	57306
249-371-963.00	COMPUTER SUPPORT	BS & A SOFTWARE	SOFTWARE	109083	11/10/16	3,106.00	57476
			Total For Dept 371 BUILDING INSPECTOR			15,255.00	
Dept 372 PLUMBING INSPECTOR							
249-372-800.00	CONTRACTED SERVICES	ASSOCIATED GOVERNMENT	PERMITS/INSPECTIONS FOR SEPTEMBER	1142	10/27/16	2,760.00	57306
			Total For Dept 372 PLUMBING INSPECTOR			2,760.00	
Dept 373 MECHANICAL INSPECTOR							
249-373-800.00	CONTRACTED SERVICES	ASSOCIATED GOVERNMENT	PERMITS/INSPECTIONS FOR SEPTEMBER	1142	10/27/16	4,790.00	57306
			Total For Dept 373 MECHANICAL INSPECTOR			4,790.00	
Dept 375 ELECTRICAL INSPECTOR							
249-375-800.00	CONTRACTED SERVICES	ASSOCIATED GOVERNMENT	PERMITS/INSPECTIONS FOR SEPTEMBER	1142	10/27/16	6,924.00	57306
			Total For Dept 375 ELECTRICAL INSPECTOR			6,924.00	
			Total For Fund 249 BUILDING DEPARTMENT FUND			29,880.27	
Fund 256 REG OF DEEDS AUTOMATION FUND							
Dept 000							
256-000-800.00	RECORD CONVERSIONS	GRAPHIC SCIENCES, INC	CONVERT IMAGES TO FILM FOR STORAGE	0142295-IN	11/03/16	387.74	57402
			Total For Dept 000			387.74	
			Total For Fund 256 REG OF DEEDS AUTOMATION FUND			387.74	
Fund 261 911 EMERGENCY SERVICE FUND							
Dept 325 DISPATCH/COMMUNICATION							
261-325-727.00	OFFICE SUPPLIES	PIONEER GROUP	911 PUBLIC HEARING NOTICES	153	11/10/16	40.58	57517
261-325-727.00	OFFICE SUPPLIES	PLATTE RIVER PRINTING	WARRANT ENVELOPES	7842	11/10/16	141.00	57520
261-325-727.00	OFFICE SUPPLIES	PRIORITY DISPATCH	CARDSET SLEEVES	SIN008231	11/10/16	74.20	57522
261-325-751.00	UNIFORMS	DUSTI ROUSH	REIMBURSEMENT FOOTWEAR	10262016	11/10/16	127.19	57486
261-325-830.00	911 MAINTENANCE CONTRACT	WESTTEL INTERNATIONAL	DEC 2016 SUPPORT	307	11/10/16	900.00	57544
261-325-855.00	RADIO MAINTENANCE/EQUIPM	GRAND TRAVERSE MOBILE	2 MDT REPAIRS	46438	11/10/16	250.00	57492
261-325-961.00	TRAINING & SCHOOLS	BERNS, RONALD	TRAVEL EXP	10202016	10/27/16	242.83	57312
			Total For Dept 325 DISPATCH/COMMUNICATION			1,775.80	
			Total For Fund 261 911 EMERGENCY SERVICE FUND			1,775.80	
Fund 262 DISPATCHER TRAINING FUND							
Dept 000							

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Fund 262 DISPATCHER TRAINING FUND							
Dept 000	TRAINING & SCHOOLS	BERNS, RONALD	TRAVEL EXP	10072016	10/27/16	65.77	57312
262-000-961.00	TRAINING & SCHOOLS	VISA-RON BERNIS	LODGING VISA	10162016	10/27/16	637.05	57367
262-000-961.00	TRAINING & SCHOOLS	911 TRAINING INSTITUT	911 COURSES	1066	11/10/16	916.00	57458
262-000-961.00			Total For Dept 000			1,618.82	
			Total For Fund 262 DISPATCHER TRAINING FUND			1,618.82	
Fund 263 LOCAL CORRECTION OFFICER'S TRAINING FUND							
Dept 362 OTHER CORRECTIONS ACTIVITIES		BRENT KRAUSE	REIMB MEALS	EXP REPORT	10/27/16	105.16	57317
263-362-961.00	TRAINING & SCHOOLS	DAN SMITH	MILEAGE REIMB MSA 370 MILES	EXP REPORT	10/27/16	199.80	57323
263-362-961.00	TRAINING & SCHOOLS	L.E.O.R.T.C.	BASIC PTO COURSE BELL & KRAUSE	4699	10/27/16	650.00	57337
263-362-961.00	TRAINING & SCHOOLS	MICHIGAN MUNICIPAL RI	JAIL SUPERVISOR TRAINING	2448	10/27/16	225.00	57342
263-362-961.00	TRAINING & SCHOOLS	TRISHA BELL	TRAINING MEALS & MILEAGE	EXP REPORT	10/27/16	414.27	57358
263-362-961.00	TRAINING & SCHOOLS	BANASTAK, JAMES	TRAINING GAYLORD 198 MILES	EXP REPORT	11/10/16	106.92	57465
263-362-961.00	TRAINING & SCHOOLS	VISA=DAN SMITH	OCT '16 TRAINING,BOOTS,MIXER,VACUU	444014083000685	11/10/16	2,017.57	57539
263-362-961.00			Total For Dept 362 OTHER CORRECTIONS ACTIVITIES			3,718.72	
			Total For Fund 263 LOCAL CORRECTION OFFICER'S TR			3,718.72	
Fund 265 JUSTICE TRAINING (302) FUND							
Dept 000	PROJECT EXPENSES	VISA=TROY LAMERSON	OCT '16 PART B TRAIN,STRUTS	444014083000675	11/10/16	480.60	57543
265-000-967.00			Total For Dept 000			480.60	
			Total For Fund 265 JUSTICE TRAINING (302) FUND			480.60	
Fund 269 LAW LIBRARY FUND							
Dept 000	RESOURCE MATERIALS	REXL INC. DBA LEXISNE	BENZIE LAW LIBRARY SUBSCRIPTION 10	3090722186	11/10/16	500.00	57524
269-000-901.00	RESOURCE MATERIALS	THOMSON REUTERS - WES	LAW LIBRARY SUBSCRIPTION	835074703	11/10/16	1,076.50	57536
269-000-901.00			Total For Dept 000			1,576.50	
			Total For Fund 269 LAW LIBRARY FUND			1,576.50	
Fund 276 COMMISSION ON AGING MILLAGE FUND							
Dept 000	DUES & REGISTRATIONS	AREA AGENCY ON AGING	2017 LOCAL SUPPORT	10212016	11/03/16	3,614.00	57377
276-000-955.10			Total For Dept 000			3,614.00	
			Total For Fund 276 COMMISSION ON AGING MILLAGE F			3,614.00	
Fund 292 CHILD CARE FUND							
Dept 000	CHILD CARE CASEWORKER- 7	MANISTEE COUNTY	MANISTEE COUNTY BENZIE EXPENSES	AUGUST2016	11/03/16	2,446.96	57410
292-000-704.02	CHILD CARE GRANT CASEWOR	MANISTEE COUNTY	MANISTEE COUNTY BENZIE EXPENSES	AUGUST2016	11/03/16	905.04	57410
292-000-704.05	FRINGE BENEFITS - SOCIAL	MANISTEE COUNTY	MANISTEE COUNTY BENZIE EXPENSES	AUGUST2016	11/03/16	1,397.17	57410
292-000-725.00	FRINGE BENEFITS - CASEWO	MANISTEE COUNTY	MANISTEE COUNTY BENZIE EXPENSES	AUGUST2016	11/03/16	390.39	57410
292-000-725.06	F.C. PRIVATE - ROOM/BOAR	BETHANY CHRISTIAN SER	30 DAYS FOSTER CARE L.JESTILA SEPT	SEPT 2016	11/03/16	517.20	57383
292-000-840.50	F.C. PRIVATE - ROOM/BOAR	WELLSRING LUTHERAN S	DOC CHARGES FOR FOSTER CARE 2016 J	JAN,FEB,MAR 201	11/03/16	755.00	57452
292-000-840.50	NON-SCHEDULED PAYMENTS/P	BYRON BARNES	PSYCH EVALS ON PARENTS OF J.CUMMIN	MARCH 20 2016	11/03/16	1,250.00	57387
292-000-840.60	INSTITUTIONAL ROOM & BOA	20TH CIRCUIT COURT	31 DAYS DETENTION D.JACKSON OCT.	NOV 7 2016	11/10/16	4,650.00	57457
292-000-840.70	IN HOME CARE MISC.	MICHIGAN ASSN FAMILY	CONFERENCE REGISTRATION	OCT 2016	10/27/16	75.00	57341
292-000-840.95	IN HOME CARE MISC.	CAMERON CLARK	REIMBURSE FOR TRAVEL AND CELL PHON	NOV 1 2016	11/03/16	50.00	57388

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Fund 292 CHILD CARE FUND							
Dept 000							
292-000-840.95	IN HOME CARE MISC.	CAMPBACKGROUNDCHECKS.	BACKGROUND CHECK FOR VOLUNTEER PRO	NOV 1 2016	11/03/16	21.50	57389
292-000-840.95	IN HOME CARE MISC.	CAMPBACKGROUNDCHECKS.	FEE FOR VOLUNTEER BACKGROUND CHECK	NOV 8 2016	11/03/16	10.75	57390
292-000-840.95	IN HOME CARE MISC.	KATHI HOUSTON	VOLUNTEER PROGRAM COORINATION	NOV 1 2016	11/03/16	800.00	57406
292-000-840.95	IN HOME CARE MISC.	REDWOOD TOXICOLOGY LA	DRUG TESTING	NOV 9 2016	11/10/16	157.50	57523
			Total For Dept 000			13,426.51	
			Total For Fund 292 CHILD CARE FUND			13,426.51	
Fund 293 VETERAN'S RELIEF FUND							
Dept 000							
293-000-721.00	PER DIEM	BAILEY, LAWRENCE	PER DIEM FOR OCT 2016	110716DIEM	11/10/16	35.00	57464
293-000-721.00	PER DIEM	GIDDIS, KIRT	PER DIEM FOR OCT 2016	110716DIEM	11/10/16	35.00	57490
293-000-721.00	PER DIEM	MELENDEZ, ARTHUR J.	PER DIEM FOR OCT 2016	110716DIEM	11/10/16	70.00	57510
293-000-721.00	PER DIEM	ROELOFS, ROBERT	PER DIEM FOR OCT 2016	110716PERDIEM	11/10/16	175.00	57529
293-000-839.10	VETERANS FINANCIAL AID	ASPEN DENTAL	ACCT# 4792977 ROGER WEIL	102016	10/27/16	150.00	57305
293-000-839.10	VETERANS FINANCIAL AID	BERG WILL DRILLING	WATER WELL REPAIR FOR W. HUHNKE	102016	10/27/16	1,355.00	57311
293-000-839.10	VETERANS FINANCIAL AID	SAVE A LOT	GROCERIES FOR VETERANS	102016	11/03/16	124.98	57436
293-000-860.00	TRAVEL	BAILEY, LAWRENCE	PER DIEM FOR OCT 2016	110716MILEAGE	11/10/16	1.98	57464
293-000-860.00	TRAVEL	GIDDIS, KIRT	MILEAGE FOR OCT 2016	110716MILEAGE	11/10/16	17.17	57490
293-000-860.00	TRAVEL	MELENDEZ, ARTHUR J.	MILEAGE FOR OCT 2016	110716MILEAGE	11/10/16	29.59	57510
293-000-860.00	TRAVEL	ROELOFS, ROBERT	MILEAGE FOR OCT 2016	110716MILEAGE	11/10/16	92.87	57529
			Total For Dept 000			2,086.59	
			Total For Fund 293 VETERAN'S RELIEF FUND			2,086.59	
Fund 294 VETERANS TRUST FUND							
Dept 000							
294-000-839.10	VETERANS FINANCIAL AID	BERG WILL DRILLING	WATER WELL REPAIR FOR W. HUHNKE	23735	10/27/16	1,500.00	57310
294-000-839.10	VETERANS FINANCIAL AID	CENTURYLINK	ACCT# 455513014 FOR M. KIMBRUE	23733	10/27/16	254.30	57319
294-000-839.10	VETERANS FINANCIAL AID	CREDIT ACCEPTANCE COR	ACCT# 83567343 M. KIMBRUE	23732	10/27/16	297.85	57321
294-000-839.10	VETERANS FINANCIAL AID	EVEREST NATIONAL INSU	POLICY# 7800296549 M. KIMBRUE	23734	10/27/16	222.72	57329
			Total For Dept 000			2,274.87	
			Total For Fund 294 VETERANS TRUST FUND			2,274.87	
Fund 412 MCF RENOVATIONS FUND							
Dept 000							
412-000-810.00	LEGAL FEES	KUHN ROGERS PLC	LEGAL SERVICES FROM SEPT 23 THRU O	102116	11/03/16	5,908.50	57408
412-000-810.00	LEGAL FEES	STRAUB, PETTITT, YAST	SERIVCES THRU SEPT 2016/MAPLES	15	11/03/16	1,500.00	57445
412-000-967.00	PROJECT EXPENSES	COMSTOCK CONSTRUCTION	SERVICES THRU 09/30/16	040	11/03/16	51,717.62	57393
			Total For Dept 000			59,126.12	
			Total For Fund 412 MCF RENOVATIONS FUND			59,126.12	
Fund 425 EQUIPMENT REPLACEMENT FUND							
Dept 257 EQUALIZATION DEPARTMENT							
425-257-967.00	PROJECT EXPENSES - AERIA	STATE OF MICHIGAN	AERIALS, 2015 MISAIL LIDAR	2015 MISAIL LID	11/03/16	7,263.00	57444
			Total For Dept 257 EQUALIZATION DEPARTMENT			7,263.00	
Dept 265 BUILDING & GROUNDS							
425-265-967.01	PROJECT EXPENSES - BLDG	TURN KEY SYSTEMS / TK	SECURITY SYSTEMS	5970	11/10/16	9,383.50	57538
			Total For Dept 265 BUILDING & GROUNDS			9,383.50	
Dept 301 SHERIFF							

INVOICE GL DISTRIBUTION REPORT FOR BENZIE COUNTY
EXP CHECK RUN DATES 10/27/2016 - 11/14/2016
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Fund 425 EQUIPMENT REPLACEMENT FUND							
Dept 301 SHERIFF	PROJECT EXPENSES - K-9 R	MID-MICHIGAN KENNELS	5 WEEK HANDLERS COURSE/NARCOTICS T	2016-6629	11/03/16	5,075.00	57418
425-301-967.05	PROJECT EXPENSES - K-9 R	VISA=TED SCHENDEL	K-9 TRAINING, MEALS, LODGING	44401408300***	11/10/16	1,264.58	57542
425-301-967.05			Total For Dept 301 SHERIFF			6,339.58	
Dept 426 EMERGENCY MANAGEMENT							
425-426-967.01	PROJECT EXPENSES - GTB -	CRYSTAL MOUNTAIN RESO	HAMM RADIO NORTH PEAK SHACK	369919	11/03/16	581.06	57394
425-426-967.01	PROJECT EXPENSES - GTB -	VISA=FRANK POST	VISA STATEMENT	****0116	11/03/16	351.76	57449
			Total For Dept 426 EMERGENCY MANAGEMENT			932.82	
Dept 653 AMBULANCES							
425-653-967.00	PROJECT EXPENSES - AMBUL	CENTRAL STATE BANK	NOVEMBER 2014 AMBULANCE PAYMENT	10202016	11/03/16	3,479.86	57391
425-653-967.00	PROJECT EXPENSES - AMBUL	CENTRAL STATE BANK	NOVEMBER 2016 "2012 AMBULANCE"	0008319	11/10/16	2,852.06	57480
			Total For Dept 653 AMBULANCES			6,331.92	
			Total For Fund 425 EQUIPMENT REPLACEMENT FUND			30,250.82	
Fund 516 DELINQUENT TAX REVOLVING FUND							
Dept 000	DUE OTHER UNITS - SETTLE	VILLAGE OF BENZONIA	DELINQUENT TAX DISBURSEMENT 2016	2016 DELQ TAX	10/27/16	22,046.29	57360
516-000-230.00	DUE OTHER UNITS - SETTLE	VILLAGE OF BEULAH	DELINQUENT TAX DISBURSEMENT 2016	2016 DELQ TAX	10/27/16	25,910.44	57361
516-000-230.00	DUE OTHER UNITS - SETTLE	VILLAGE OF ELBERTA	DELINQUENT TAX DISBURSEMENT 2016	2016 DELQ TAX	10/27/16	13,762.21	57362
516-000-230.00	DUE OTHER UNITS - SETTLE	VILLAGE OF HONOR	DELINQUENT TAX DISBURSEMENT 2016	2016 DELQ TAX	10/27/16	10,808.17	57363
516-000-230.00	DUE OTHER UNITS - SETTLE	VILLAGE OF LAKE ANN	DELINQUENT TAX DISBURSEMENT 2016	2016 DELQ TAX	10/27/16	1,641.01	57364
516-000-230.00	DUE OTHER UNITS - SETTLE	VILLAGE OF THOMPSONVI	DELINQUENT TAX DISBURSEMENT 2016	2016 DELQ TAX	10/27/16	16,510.28	57365
516-000-230.00	DUE OTHER UNITS - SETTLE	JOYFIELD TOWNSHIP	DELINQUENT TAX DISBURSEMENT 2016	2016 DELQ TAX	10/27/16	167.69	57501
516-000-694.00	CASH OVER/SHORT		OVERPAYMENT OF DELINQUENT TAXES	10-09-013-010-0	11/10/16	7.72	57525
516-000-694.00	CASH OVER/SHORT	RICE, LEO AND MARILYN	OVERPAYMENT	10-07-027-012-0	11/10/16		
			Total For Dept 000			90,853.81	
			Total For Fund 516 DELINQUENT TAX REVOLVING FUND			90,853.81	
Fund 532 TAX FORECLOSURE FUND							
Dept 253 COUNTY TREASURER	CONTRACTED SERVICES - RE	BENZIE COUNTY REGISTE	TO RECORD 10 REDEMPTIONS	110316	11/10/16	300.00	57468
532-253-800.00	LEGAL FEES	MI ASSOC OF COUNTY TR	2017 MEMBERSHIP DUES AND LEGAL DEF	102116	10/27/16	500.00	57339
532-253-810.00			Total For Dept 253 COUNTY TREASURER			800.00	
			Total For Fund 532 TAX FORECLOSURE FUND			800.00	
Fund 701 GENERAL AGENCY FUND							
Dept 136 DISTRICT COURT	CASH BONDS PAYABLE	BRADLEY MAHONEY	BOND TO RETURN	100716	10/27/16	418.00	57316
701-136-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BONDS TO BE APPLIED	110216	11/03/16	4,299.00	57372
701-136-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND TO BE APPLIED	110216	11/03/16	1,950.00	57373
701-136-265.00	CASH BONDS PAYABLE	JOHN REINKE	BOND TO BE RETURNED	110216	11/03/16	475.00	57405
701-136-265.00	CASH BONDS PAYABLE	NICHOLAS DANFORD	BOND TO BE RETURNED	110216	11/03/16	25.00	57420
701-136-265.00	CASH BONDS PAYABLE	TAYLOR WALKOWIAK	BOND TO BE RETURNED	110216	11/03/16	1.00	57446
701-136-265.00			Total For Dept 136 DISTRICT COURT			7,168.00	
Dept 141 FRIEND OF THE COURT							
701-141-222.04	DUE MANISTEE - STATUTORY	MANISTEE COUNTY TREAS	STATUTORY AND PROCESSING FEES	11022016	11/03/16	476.45	57412
701-141-222.05	DUE MANISTEE - PROCESSIN	MANISTEE COUNTY TREAS	STATUTORY AND PROCESSING FEES	11022016	11/03/16	63.93	57412
			Total For Dept 141 FRIEND OF THE COURT			540.38	
Dept 215 COUNTY CLERK							

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Fund 701 GENERAL AGENCY FUND							
Dept 215 COUNTY CLERK							
701-215-228.37	DUE STATE - CRIME VICTIM	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	OCTOBER 2016	11/10/16	390.71	57532
701-215-228.42	DUE STATE - STATE COURT	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	OCTOBER 2016	11/10/16	140.00	57532
701-215-228.56	DUE STATE - EFILING FEE	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	OCTOBER 2016	11/10/16	100.00	57532
701-215-228.57	DUE STATE - STATE JURY	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	OCTOBER 2016	11/10/16	25.00	57532
701-215-228.58	DUE STATE - CIVIL FILING	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	OCTOBER 2016	11/10/16	476.00	57532
701-215-228.59	DUE STATE - JUSTICE SYST	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	OCTOBER 2016	11/10/16	314.11	57532
701-215-271.00	RESTITUTIONS PAYABLE	AUTO OWNERS INS, ATTN	RESTITUTION FROM JOSEPH MALOOF	OCTOBER 2016	10/27/16	1,320.00	57307
701-215-271.00	RESTITUTIONS PAYABLE	BLARNEY CASTLE - FRAN	RESTITUTION FROM MICHAEL REED	02-1795-FC	10/27/16	37.50	57313
701-215-271.00	RESTITUTIONS PAYABLE	TOM AND ROBIN LEE	RESTITUTION FROM DONALD MARSHALL	14-2364-FH	10/27/16	50.00	57357
701-215-271.00	RESTITUTIONS PAYABLE	MATTHEW STAPLETON	RESTITUTION FROM KELLI STAPLETON	13-2344-FC	11/10/16	177.98	57414
701-215-271.00	RESTITUTIONS PAYABLE	MEMBERS CREDIT UNION	RESTITUTION FROM JENNY KETZ	12-2274-FH	11/10/16	25.00	57416
701-215-271.00	RESTITUTIONS PAYABLE	BRETT AND BARBARA HOO	RESTITUTION FROM GREGORAY BROCK II	12-2266-FH	11/10/16	5.00	57475
701-215-271.00	RESTITUTIONS PAYABLE	RICHARD VETTER SR.	RESTITUTION FROM JESSE SPRINGFIELD	13-2300-FH	11/10/16	50.00	57526
701-215-271.00	RESTITUTIONS PAYABLE	RICHARD VETTER SR.	RESTITUTION FROM RODERICK BAKER	13-2328-FH	11/10/16	100.00	57527
701-215-271.10	FAMILY DIVISION RESTITUT	ELAINE NEWBOLD	RESTITUTION FROM TREVOR MILLER	06-1377-DL	10/27/16	5.00	57327
701-215-271.10	FAMILY DIVISION RESTITUT	JONATHAN CLARK	RESTITUTION FROM GABRIELLE FITCH	08-1486-DL	11/10/16	20.00	57500
701-215-299.03	CIRCUIT COURT MISCELLANE	BLUE CROSS BLUE SHIEL	BCBS OF MICHIGAN OVERPAYMENT	15-22325	10/27/16	865.11	57314
701-215-299.03	CIRCUIT COURT MISCELLANE	MICHELLE SMELTZER	OVERPAYMENT OF AMBULANCE RUN	16-5076	10/27/16	433.54	57340
			Total For Dept 215 COUNTY CLERK			4,534.95	
Dept 253 COUNTY TREASURER							
701-253-299.15	VETERAN'S MEMORIAL FUND	MEDLER ELECTRIC COMPA	ELECTRICAL WORK FOR THE VETERANS M	S4012200	11/08/16	990.15	57456
701-253-299.15	VETERAN'S MEMORIAL FUND	ALPERS CUSTOM WELDING	MATERIAL FOR VETERANS SIGN POSTS	730	11/10/16	412.04	57460
701-253-299.15	VETERAN'S MEMORIAL FUND	SWENSEN MEMORIALS	BALANCE DUE ON JET BLACK MONUMENT	110316	11/10/16	9,000.00	57533
701-253-299.15	VETERAN'S MEMORIAL FUND	SWENSEN MEMORIALS	REMAINDER OF BRICKS THRU BATCH 9	092916	11/10/16	766.00	57534
			Total For Dept 253 COUNTY TREASURER			11,168.19	
Dept 261 MSU EXTENSION							
701-261-235.00	DUE TO MSU	4-H LEADERS ASSOCIATI	SOLD 10 PLAT BOOKS	110116	11/03/16	300.00	57371
			Total For Dept 261 MSU EXTENSION			300.00	
Dept 268 REGISTER OF DEEDS							
701-268-228.44	DUE STATE - STATE TRANSF	STATE OF MICHIGAN	OCTOBER 2016 STATE TRANSFER TAX	10/31/2016	11/03/16	81,630.00	57443
			Total For Dept 268 REGISTER OF DEEDS			81,630.00	
			Total For Fund 701 GENERAL AGENCY FUND			105,341.52	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
	Fund Totals:						
	Fund 101 GENERAL FUND					94,666.21	
	Fund 205 TNT OFFICER MILLAGE FUND					32,899.57	
	Fund 206 SHERIFF'S K-9 FUND					65.00	
	Fund 213 JAIL OPERATIONS FUND					20,929.67	
	Fund 214 EMERGENCY MEDICAL SERVICES					21,227.14	
	Fund 217 MARINE PATROL FUND					110.00	
	Fund 228 SOLID WASTE/RECYCLING FUND					997.92	
	Fund 231 SOIL EROSION (SESSC) FUND					2,833.00	
	Fund 247 ANIMAL CONTROL FUND					3,228.55	
	Fund 249 BUILDING DEPARTMENT FUND					29,880.27	
	Fund 256 REG OF DEEDS AUTOMATION FUND					387.74	
	Fund 261 911 EMERGENCY SERVICE FUND					1,775.80	
	Fund 262 DISPATCHER TRAINING FUND					1,618.82	
	Fund 263 LOCAL CORRECTION OFFICER'S					3,718.72	
	Fund 265 JUSTICE TRAINING (302) FUND					480.60	
	Fund 269 LAW LIBRARY FUND					1,576.50	
	Fund 276 COMMISSION ON AGING MILLAGE					3,614.00	
	Fund 292 CHILD CARE FUND					13,426.51	
	Fund 293 VETERAN'S RELIEF FUND					2,086.59	
	Fund 294 VETERANS TRUST FUND					2,274.87	
	Fund 412 MCF RENOVATIONS FUND					59,126.12	
	Fund 425 EQUIPMENT REPLACEMENT FUND					30,250.82	
	Fund 516 DELINQUENT TAX REVOLVING FU					90,853.81	
	Fund 532 TAX FORECLOSURE FUND					800.00	
	Fund 701 GENERAL AGENCY FUND					105,341.52	
	Total For All Funds:					524,169.75	

Human Resources (HR) Report

HR COMMITTEE
Meeting Notes
October 25, 2016

The meeting was called to order by Commissioner Evan Warsecke at 3:30 pm

Present: Coury Carland, Gary Sauer and Evan Warsecke
Others Present: Mitch Deisch, Maridee Cutler and Tammy Bowers

The pledge of allegiance was given.

Agenda: Comm Warsecke stated that we need to add County Administrators' evaluation and vacation time extension. Motion by Sauer, seconded by Carland, to approve the agenda as amended. Ayes: All Nays: None Motion carried.

Minutes: Motion by Warsecke, seconded by Sauer, to approve the July 28, 2016, minutes as presented. Ayes: All Nays: None Motion carried.

Motion by Warsecke, seconded by Sauer, to approve the August 8, 2016, minutes as presented. Ayes: All Nays: None Motion carried.

3:34 p.m. Public Input –

Tammy Bowers – presented a question from Lucy Burns regarding the Human Resource Committee. “Why does Benzie County have a HR committee, when there is not a Human Resource Department or Human Resource person?” When Ms. Burns was in the County Administrator’s office earlier she overheard the statement, in colorful language, made by the County Administrator that this office is not an HR Department. She will be happy to discuss it with anyone who would like more information.

Public Input - Closed

Update Union Contracts: Mitch Deisch stated that the COAM Corrections and TPOAM contracts have been approved. Mediation is scheduled for POAM Corrections, POAM 911, and COAM Command. POLC may be filing for arbitration.

Restructure Planning Commission: Comm. Sauer read a proposed letter to be sent to the Townships, Villages and City, from the Board of Commissioners regarding the County Planning Commission. Its members would be volunteer and advisory only to Networks Northwest Planners and the Board of Commissioners in accordance with PA33.

Motion by Sauer, seconded by Carland to recommend to the Board of Commissioners that we begin to explore the reorganization of the County Planning Commission, to utilize members from existing Planning Commissions throughout Benzie County, to sit on the Benzie County Planning Commission as identified in the updated Benzie County Master Plan. Ayes: Carland, Sauer and Warsecke Nays: None Motion carried.

Mitch will send out an e-mail to current County Planning Commission members about this change. The proposed e-mail will be submitted to the HR Committee members for approval, prior to it being sent out. Will also send it to Dawn Olney as she is Clerk to the Board of Commissioners.

Other:

County Administrator vacations days extension: Mitch stated that he received ten days of vacation when he started and received an additional five days of vacation after six months. He feels he has 10 days remaining and requests that they be carried over to be used by February 2017.

Motion by Warsecke, seconded by Sauer, to recommend to the Board to Commissioners to allow the County Administrator to carry over unused vacation time, until February 28, 2017.

Ayes: Carland, Sauer and Warsecke Nays: None Motion carried.

County Administrator Evaluation: Comm. Warsecke will send out an e-mail to Elected Officials and Department Heads requesting their thoughts and comments in regard to their experiences with the County Administrator, and how he can improve in his position. Looking to have any correspondence turned in to him by November 11th or 14th so it will be ready for the November 22, 2016, Board of Commissioner meeting.

Public Input – None

Motion by Sauer, seconded by Carland to adjourn at 4:23 p.m. Ayes: All Nays: None
Motion carried.

Tammy Bowers
Chief Deputy County Clerk

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

1. To begin to explore the reorganization of the County Planning Commission, to utilize members from existing Planning Commissions throughout Benzie County, to sit on the Benzie County Planning Commission as identified in the updated Benzie County Master Plan.
2. To allow the County Administrator to carry over unused vacation time, until February 28, 2017.

DRAFT

Committee Appointments

Dawn Olney

From: Mitch Deisch
Sent: Thursday, October 27, 2016 6:25 AM
To: Dawn Olney
Subject: Fwd: Benzie County Brownfield Committee

Sent from my iPhone

Begin forwarded message:

From: Ed Kowalski <EKowalski@benzieco.net>
Date: October 26, 2016 at 10:02:51 PM EDT
To: "williamrmerry@gmail.com" <williamrmerry@gmail.com>, Maridee Cutler <MCutler@benzieco.net>
Cc: Mitch Deisch <MDeisch@benzieco.net>
Subject: RE: Benzie County Brownfield Committee

. It is with great reservation that I will relay your request to the board. It has been a pleasure to serve with you Bill.

Edward Kowalski
Chairman
Benzie County Brownfield Redevelopment Authority

From: williamrmerry@gmail.com [williamrmerry@gmail.com]
Sent: Friday, October 21, 2016 04:04 PM
To: Ed Kowalski
Subject: Benzie County Brownfield Committee

Ed,

Effective immediately please accept my resignation from the Benzie County Brownfield Committee. I have enjoyed my short tenure with the Committee but need to find an organization, committee, or project where I can become a more active (i.e. hands on) participant.

Sincerely,

Bill Merry

Sent from Mail<<https://go.microsoft.com/fwlink/?LinkId=550986>> for Windows 10

INTERVIEWS NEED TO BE SCHEDULED FOR 4 COMMITTEES AS SOON AS POSSIBLE:

Benzie-Leelanau Health Dept

1 opening:

Benzie-Leelanau Health Dept Board of Appeals

1 opening:

Benzie Transportation Authority

1 opening:

Brownfield Authority

3 openings:

Building Authority

1 opening:

DHHS

1 opening: 1 applicant

EMS

4 positions: 1 applicant

Parks & Recreation

3 positions: 4 applicants

Veterans Affairs

3 openings: 1 applicant

I have another applicant that is interested in any openings, he would like to become involved.

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

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

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

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

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

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

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

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

Eugene Allen	06/17/14	05/10/16	04/30/19
Amy Herczak	02/18/14	04/15/14	04/30/17
Nicholas Olson	5/10/16	05/10/16	04/30/19
John Nuske	9/7/2010	04/15/14	04/30/17
Irene Nugent	4/15/2014	04/15/14	04/30/17
Susan Kirkpatrick		04/28/15	04/30/18
Eric VanDussen	04/15/2014	04/15/14	04/30/17
Joshua Stoltz	4/17/12	04/14/15	04/30/18
Lisa Tucker -- Liaison		01/27/15	12/31/16

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

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

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

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

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

Ron Evitts	04/02/13	04/01/16
Michelle Thompson	04/02/13	04/01/16 Resigned
Bill Merry	07/14/15	12/31/18 <i>Resigned</i>

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

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

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

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

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

1-Construction Board of Appeals 2 yr term

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

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

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

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

Alt for Special Projects

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

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

Gaylord Jowett - At Large	09/24/13	01/21/14	12/31/16
Martha Bates - Almira		11/18/14	12/31/16
Jim Franke - Tville		12/16/14	12/31/17
Vance Bates -- voting member	11/14/05	01/27/15	12/31/16
Charlie Thompson -- Fire Chief Rep		03/24/15	12/31/16
Neal Nye - At Large	01/04/05	05/26/15	12/31/17
Mike Mead - At Large		06/10/16	12/31/17
Chris Parrish - ALS - Non Voting		08/23/16	12/31/18

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

2-Fee Committe 3 yr term -- As Needed

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

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

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

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

2-Jury Board 6yr term -- quarterly

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

1-Land Bank Authority - 3 year term

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

Medical Examiner 5yr Term

Dr. Nicole Fliss	10/21/14	10/21/14	None
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1-Manistee-Benzie CMH - 3yr term -- 2nd Thursday @ 10:00

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

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

Tad Peacock	02/18/14	02/18/14	12/31/16
Sean Duperron	01/2011	02/18/13	12/31/16
Barbara K. Skurdall	4/17/07	03/04/14	12/31/16
Marjorie Pearsall-Groenwald		12/22/15	12/31/18
Ann E. Bourne		12/22/15	12/31/18
Cathy Demitroff	02/20/07	12/22/15	12/31/18
Walter Roch von Rochsburg (Planning Rep)		01/01/15	09/15/17
Christy Anderson (Drain Commissioner)		01/01/13	No Expiration Date
Frank Walterhouse (Commissioner)		01/27/15	No Expiration Date
Ted Mick (Road Commission Rep)		01/01/13	No Expiration Date

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

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

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

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

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

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

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

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

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

Dale Ginzel		12/22/15	12/31/18
Lawrence "Camp" Bailey	01/21/14	01/21/14	12/31/16
Arthur Melendez	9/4/2012	12/16/14	12/31/17 Resigned 10
Robert Roelofs	9/4/2012	12/01/15	12/31/18
Kirt A. Giddis	2/19/2013	12/16/14	12/31/17

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

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

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

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

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

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

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

Updated 10/11/2016

ACTION ITEMS



Memorandum

To: Roger Griner, Chairman of the Benzie County Board of Commissioners
From: Frank Post, Emergency Management Coordinator
Date: November 1st, 2016
Subject: Grand Traverse Band of Ottawa & Chippewa Indians 2% Grant Applications

Attached are five (5) requests for grant funding totaling \$104,403.60 for various groups affiliated with the Benzie County Emergency First Responder Community. We include Local Planning Team's in all of these type of projects because all of the emergency first responder organizations for Benzie County are a part of this group and have an opportunity to review the project and how it fits into the overall improvement of emergency response in the county.

The proposed applications will be submitted to the Grand Traverse Band of Ottawa and Chippewa Indians for the 2% grant cycle ending July 1st, 2016.

CHEST COMPRESSION UNITS FOR EMS UNITS

Benzie County Office of Emergency Management is sponsoring a request to purchase four (4) manual chest compression machines for distribution to the non-transport Emergency Medical Services provided by the local fire departments. In the June-July distribution we received partial funding that provided for the purchase of 3 of the manual chest compression machines.

The units cost \$10,000.00 each, we are proposing to deploy them to the balance of the first responder units that did not receive them in the previous cycle. The total request for this application is \$40,000.

POWERED AMBULANCE COTS

Benzie County Emergency Medical Services is requesting a total of \$29,660.00 to purchase two (2) powered ambulance cots for ambulances operated by Benzie County EMS to make it safer for medical personnel and patients.

FLASHOVER TRAINING FOR COUNTY FIRE DEPARTMENTS

Benzie County Emergency Management is requesting a total of \$10,050.00 to provide a 3 day training for all firefighters in Benzie County on recognizing and preventing "Flashover" conditions during structural firefighting. We are proposing to contract with Oakland Community College for 3 days of training. They will provide training for 100 firefighters in and around Benzie County at the agreed upon price. The training will consist of 8 hours of lecture and several sessions of practical training in a "Flashover Trailer" where students are taken in and actually experience a "Flashover Event".

RECEIVED

OCT 31 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

FIRE EXTINGUISHER TRAINING EQUIPMENT

Benzie County Emergency Management is requesting a total of \$9,900.00 to purchase a fire extinguisher training system that will be used by the Office of Emergency Management, Citizens Emergency Response Team (CERT) and the six (6) Benzie County Fire Departments to train their personnel as well as the citizens in their community on the proper use of fire extinguishers.

800MHZ PORTABLE RADIOS FOR BENZIE COUNTY SHERIFF'S OFFICE CORRECTIONS DIVISION

Benzie County Sheriff's Office Corrections Division is requesting a total of \$14,793.60 to purchase 800MHz mobile and portable radios for use by corrections personnel. The plan is to purchase eight (8) portable radios for use by Corrections Officers in the jail. This will allow them to stay in contact with central dispatch and the corrections control center. At the present time, Corrections Officers do not have any ability to directly coordinate an emergency in the jail with uniform deputies in the field. The radios will also be held in a cache of radios that can be used in an emergency.

APPROVAL OF THE LOCAL PLANNING TEAM

This application was presented to the Benzie County Local Emergency Planning Committee/Local Planning Team, whom develop the emergency response strategies for identified hazards in Benzie County. All of the projects were reviewed and endorsed these requests with a unanimous vote of all members present at their May 26th, 2016 meeting. Because of the number applications the Local Planning Team also chose to rank the project in an order of importance;

1. Benzie County Emergency Management – Chest Compression Machines (\$40,000)
2. Benzie County EMS Power Cots (\$29,660)
3. Benzie County Emergency Management Firefighter Flashover Training (\$10,050)
4. Benzie County Emergency Management – Fire Extinguisher Trainer (\$9,900)
5. Benzie County Sheriff's Office Corrections Division – 800MHz Radios (\$14,793.60)

RECOMMENDATION

I recommend the Benzie County Board of Commissioners approve the 2% grant request for;

1. \$40,000.00 to purchase four (4) manual chest compression machines that will be supplied to the balance of the emergency first responder systems in the county that did not receive on in the previous grant cycle.
2. \$29,660.00 to purchase two (2) powered ambulance cots for ambulances operated by Benzie County EMS.
3. \$10,050.00 to provide a 3 day training for all firefighters in Benzie County on recognizing and preventing "Flashover" conditions.
4. \$9,900.00 to purchase a fire extinguisher training system.
5. \$14,793.60 for eight (8) 800MHz portable radios for the Corrections Division of the Benzie County Sheriff's Office.

That these application be forwarded to the Grand Traverse Band of Ottawa & Chippewa Indians Tribal 2% Grant Application and authorize the Chair of the Benzie County Board of Commissioners to sign on behalf of the county.

**Tribal Council Allocation of 2% Funds
Application Form**

PLEASE NOTE:

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

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

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

2. Name of Applicant: Benzie County Sheriff's Office

Address: 505 Michigan Ave.
Beulah, Michigan 49617

Phone #: (231) 882-4484 Fax #: (231) 882-0567

Authorized Signature: _____

Printed Name: Roger Griner

Title: Chair, Benzie County Board of Commissioners

Contact person: Name: Sheriff Ted Schendel

Telephone #: (231) 882-4484 Fax #: (231) 882-0567

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

4. Fiscal Data: Amount Requested: \$ 14,793.60 Percent: 100 %
Local Leveraging: \$ _____ Percent: 0 %
(Match)
Total Budget: \$ 14,793.60 Percent: 100 %

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

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

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

Benzie County Sheriff's Office Corrections Division is requesting a total of \$14,793.60 to purchase 800MHz mobile and portable radios for use by corrections personnel. Our plan is to purchase eight (8) portable radios for use by Corrections Officers in the jail. This will allow them to stay in contact with central dispatch and the corrections control center.

At the present time, Corrections Officers do not have any ability to directly coordinate an emergency in the jail with uniform deputies in the field. Corrections personnel currently have old VHF analog portables radios that work in the confines of the jail but cannot talk to any incoming law enforcement personnel. Law enforcement personnel in Benzie County currently use the State of Michigan Public Safety Communications System (MPSCS). In Benzie County this includes, the Benzie County Sheriff's Office, Frankfort Police Department, Michigan State Police and Sleeping Bear Dunes National Lakeshore Rangers.

In the event of a jail emergency calls would have to be routed to the jail control center transferred to Central Dispatch and communicated to the officers in the field. This is extremely cumbersome and can lead to delays. The proposed portable radios requested in this application will allow for direct communication with all other emergency first responders so that there is a coordinated response to all emergencies.

This application was presented to the Benzie County Local Emergency Planning Committee/Local Planning Team, whom develop the emergency response strategies for identified hazards in Benzie County. They fully endorsed this request with a unanimous vote of all members present at their October 27th, 2016 meeting. This request was also submitted to the Benzie County Board of Commissioners who fully supported it at their November 8th, 2016 meeting.

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

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

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

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

(c) Describe parent involvement in project: _____

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

If yes, how much: _____

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

Start Upon receipt of grant Completion 90 days from receipt of grant

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

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

Start Date	End Date	Amount
There were successful grant applications prior to the grants listed below, however, I was unable to locate the dates and amounts in the records I had available to me.		

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

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

_____ and amounts: _____

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

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

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

Our rural community is home to many individuals who seek employment and entertainment at local casinos. These people are our family and friends and it is our job to ensure their safety. Local casinos provide a significant economic and social development boost to the region, thus enhancing the well-being of the community we all call home.

14. How will the success of the project be assessed (evaluation plan)? The equipment requested will assist us in reducing our worker compensation experience with our employees.

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

X YES _____ NO

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

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

BEFORE YOU MAIL, PLEASE REMEMBER TO:

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

Benzie County Jail Communications Project

	Number Requested	Cost Per Item	Total Per Item
Portable Radios (VP5430)			
700/800MHz P25 Portable Radio Limited Keypad 1024 Groups/128 Zones	8	\$ 1,412.00	\$ 11,296.00
Package Includes: Radio, Antenna, 3400mAh Battery, Belt Clip, & P25 Phase 1 Trunking			
KSC-Y32K Kenwood Smart Single Unit Charger	2	\$ 92.00	\$ 184.00
KSC-326K Kenwood 6 Unit Rack Charger	1	\$ 504.00	\$ 504.00
KMC-42WDM Kenwood IP67 Rated Speaker/Mic W/Programmable Buttons	8	\$ 91.20	\$ 729.60
Program Radio with Template	8	\$ 10.00	\$ 80.00
MPSCS Activation Fee (Paid to State of Michigan)	8	\$ 250.00	\$ 2,000.00
Subtotal		\$	\$ 14,793.60

Total Project Costs \$ 14,793.60

**Tribal Council Allocation of 2% Funds
Application Form**

PLEASE NOTE:

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

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

1. Allocation Cycle: June Submission Date -- June 30th
X December X Submission Date -- December 31st
2. Name of Applicant: Benzie County Office of Emergency Management
Address: 448 Court Place Room 134
Beulah, Michigan 49617
Phone #: (231) 882-4487 Fax #: (231) 882-5894
Authorized Signature: _____
Printed Name: Roger Griner
Title: Chair, Benzie County Board of Commissioners
Contact person: Name: Frank Post
Telephone #: (231) 882-0567 Fax #: (231) 882-0568
3. Type of Applicant: X Local Government Local Court
Township County Commissioner Road Commission
Public School District College Charter School
Public Library Sheriff/Police Department Fire Department
4. Fiscal Data: Amount Requested: \$ 40,000.00 Percent: 100 %
Local Leveraging: \$ _____ Percent: 0 %
(Match)
Total Budget: \$ 40,000.00 Percent: 100 %
5. Target Population: 25 Children 84 Adults 44 Elders
153 Total GTB member Community X Others
(Indicate the number of GTB members)

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

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

Benzie County Office of Emergency Management is sponsoring a request to purchase an additional four (4) manual chest compression machines that will be supplied to all of the emergency first responder non-transport and two of the transport services in Benzie County. This is a follow up request for funding to complete our goal of all emergency first responder medical units in Benzie County with manual chest compression machines. If you will recall, the Grand Traverse Band of Ottawa and Chippewa Indians authorized \$29,180 in the last grant cycle (1/2016) that purchased three (3) of the units. While the manual chest compression machines cost estimated at \$10,000.00 each (including spare battery and charging cord), we are proposing to deploy them to the first responder units that may reach individuals in "cardiac arrest" prior to an ambulances arrival and can begin the manual chest compressions.

Sudden cardiac arrest remains a leading cause of death in the Western world. Although the average age is around 70, sudden cardiac arrest can strike even the young and athletic. The majority, 95% of all patients, die before they reach the hospital. Unfortunately these figures have not changed throughout the years. If advanced care is readily available, maybe as high as 25-30% of all patients could survive.

Cardiac arrest – or "clinical death" – occurs when the heart suddenly and unexpectedly stops pumping and the blood circulation halts. The patient quickly becomes unconscious, without any subsequent breathing or pulse. As high as 70% of out-of-hospital cardiac arrests are caused by cardiac events. There is however a wide range of other events that can cause a cardiac arrest; for example drowning, asthma, anaphylactic shock or traffic accidents.

Sudden clinical death can be reversible if the patient receives immediate care and the cause of the arrest can be found and treated appropriately. The rescuer should call for help and immediately start chest compressions to sustain blood flow to the patient's brain. An early shock from a defibrillator device can potentially restart the heart's pumping function. This together with advanced cardiopulmonary resuscitation (CPR) provided by swift-acting paramedics and followed by attentive hospital care are an integral part of the rescue activities that are called the chain of survival.

The Benzie County Medical First Responder community currently has five (5) of the manual chest compression machines in service on their Advanced Life Support Ambulances, as well as one of the non-transport Medical First Responder Units. There has seen a dramatic increase in survivability of "cardiac arrest" patients when deployed. Prior to Benzie County EMS receiving the two (2) manual chest compression machines units, survival rates from "cardiac arrest" was a 1.9% survival rate. After the two (2) LUCAS units were deployed the survival rates increased to 16.5% survival.

The problem in Benzie County is we are a rural community and as such the time for an ambulance to arrive could be 10 to 15 minutes after the initial call of a "cardiac arrest". Often non-transport emergency first responders have been dispatched and are on scene prior to ambulance arrival and have made heroic efforts to save the victim, but without the manual chest compression machines, have been unsuccessful in resuscitating the patient.

The manual chest compression machines also facilitates the transportation of cardiac arrest patients with ongoing compressions, not only from the scene to the ambulance, but also inside a fast-moving ambulance. It is well established that effective CPR is very difficult to achieve manually in these situations. In addition,

rescuers will no longer have to compromise their own safety by providing compression during transportation. With the manual chest compression machines consistently performing the compressions, rescuers are still able to sit firmly, belted and watching over the patient. This is extremely important based on the distances that our ambulances may have to travel to reach a critical care hospital.

This application was presented to the Benzie County Local Emergency Planning Committee/Local Planning Team, whom develop the emergency response strategies for identified hazards in Benzie County. They fully endorsed this request with a unanimous vote of all members present at their October 27th, 2016 meeting. This request was also submitted to the Benzie County Board of Commissioners who fully supported it at their November 8th, 2016 meeting.

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

(a) Program formula: $(1) \$5,000. \text{ Per school} + (\$1,000 \times \# \text{ of GTB member students}) = \text{allocation.}$

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

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

(c) Describe parent involvement in project: _____

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

If yes, how much: _____

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

Start Upon receipt of grant Completion 90 days from receipt of grant

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

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

Start Date	End Date	Amount
1/30/2015	6/2015	\$6,940.21
1/30/2015	6/2015	\$1,460.00
1/28/2016	4/2016	\$11,630.00
1/28/2016	4/2016	\$5,800.00
1/28/2016	4/2016	\$5,500.00
6/30/2016	9/2016	\$29,180.00

There were successful grant applications prior to the grants listed below, however, I was unable to locate the dates and amounts in the records I had available to me.

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

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

_____ - _____ and amounts: _____

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

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

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

Our rural community is home to many individuals who seek employment and entertainment at local casinos. These people are our family and friends and it is our job to ensure their safety. Local casinos provide a significant economic and social development boost to the region, thus enhancing the well-being of the community we all call home.

14. How will the success of the project be assessed (evaluation plan)? Through the "Quality Assurance Program", all cardiac arrest patients will be reviewed to show the effectiveness of the LUCAS units.

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

☒ YES ☐ NO

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

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

BEFORE YOU MAIL, PLEASE REMEMBER TO:

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

Benzie County Emergency Management Manual Chest Compression Units

Product Description	Number		Total Per Item	
	Requested	Cost Per Item	Included	
Manual Chest Compression Machine Battery-Rechargeable Lithium Polymer	4	\$ 676.78	Included	
Manual Chest Compression Machine Power Supply Cord	4	\$ 340.86	Included	
Manual Chest Compression Machine	4	\$ 10,000.00	\$ 40,000.00	
Estimated Shipping	1	\$ 185.00	Included	
PROJECT TOTAL			\$	40,000.00

**Tribal Council Allocation of 2% Funds
Application Form**

PLEASE NOTE:

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

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

1. Allocation Cycle: June Submission Date – June 30th
 X December X Submission Date – December 31st
2. Name of Applicant: Benzie County Office of Emergency Management
Address: 448 Court Place Room 134
Beulah, Michigan 49617
Phone #: (231) 882-4487 Fax #: (231) 882-5894
Authorized Signature: _____
Printed Name: Roger Griner
Title: Chair, Benzie County Board of Commissioners
Contact person: Name: Frank Post
Telephone #: (231) 882-0567 Fax #: (231) 882-0568
3. Type of Applicant: X Local Government Local Court
 Township County Commissioner Road Commission
 Public School District College Charter School
 Public Library Sheriff/Police Department Fire Department
4. Fiscal Data: Amount Requested: \$ 9,900.00 Percent: 100 %
Local Leveraging: \$ Percent: 0 %
(Match)
Total Budget: \$ 9,900.00 Percent: 100 %
5. Target Population: 25 Children 84 Adults 44 Elders
(Indicate the 153 Total GTB member Community X Others
number of GTB
members)

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

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

Benzie County Emergency Management is requesting a total of \$9,900.00 to purchase a fire extinguisher training system that will be used by the Office of Emergency Management, Citizens Emergency Response Team (CERT) and the six (6) Benzie County Fire Departments to train their personnel as well as the citizens in their community on the proper use of fire extinguishers.

According to a 2011 Harris interactive poll, 77% of employees said they would have felt more comfortable using a portable fire extinguisher to put out a fire had they been trained. Every facility has portable fire extinguishers. After all, it's required by law. However, most people do not know how to properly use them to put out a small fire before it grows? Fire extinguisher training ensures that our personnel, employees and citizens will be confident in their skills should a fire emergency occur and enables them to eliminate small fires before they grow and cause significant damage.

It only makes sense to prepare personnel, employees and citizens to use a fire extinguisher. The National Fire Prevention Association recommends that if an employer has provided portable fire extinguishers, the employer must also provide an educational program to familiarize employees with the principles of the fire extinguisher and the hazards involved in fighting incipient stage fires. This training is required to take place upon initial employment and annually thereafter. The local authority having jurisdiction for your facility may require that the training be provided more often.

Having employees trained to properly use a fire extinguisher is important and gives them confidence to react quickly during an emergency. This reality based training will help protect our personnel, citizens and business'. Through hands-on training with fire simulations in a safe learning environment, we will be able to educate personnel, employees and citizens on the basics of fire extinguisher use, common fire hazards, proper extinguisher procedures.

This application was presented to the Benzie County Local Emergency Planning Committee/Local Planning Team, whom develop the emergency response strategies for identified hazards in Benzie County. They fully endorsed this request with a unanimous vote of all members present at their October 27th, 2016 meeting. This request was also submitted to the Benzie County Board of Commissioners who fully supported it at their November 8th, 2016 meeting.

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

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

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

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

(c) Describe parent involvement in project: _____

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

If yes, how much: _____

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

Start Upon receipt of grant Completion 90 days from receipt of grant

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

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

Start Date	End Date	Amount
There were successful grant applications prior to the grants listed below, however, I was unable to locate the dates and amounts in the records I had available to me.		
<u>1/30/2015</u>	<u>6/2015</u>	<u>\$6,940.21</u>
<u>1/30/2015</u>	<u>6/2015</u>	<u>\$1,460.00</u>
<u>1/28/2016</u>	<u>4/2016</u>	<u>\$11,630.00</u>
<u>1/28/2016</u>	<u>4/2016</u>	<u>\$5,800.00</u>
<u>1/28/2016</u>	<u>4/2016</u>	<u>\$5,500.00</u>
<u>6/30/16</u>	<u>9/2016</u>	<u>\$29,180.00</u>

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

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

_____ - _____ and amounts: _____

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

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

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

Our rural community is home to many individuals who seek employment and entertainment at local casinos. These people are our family and friends and it is our job to ensure their safety. Local casinos provide a significant economic and social development boost to the region, thus enhancing the well-being of the community we all call home.

14. How will the success of the project be assessed (evaluation plan)? The training requested as a part a strategy to better educate our personnel, firefighters, businesses and citizens to act or react to fire when it is small and controllable and; thus; making Benzie County a safer community.
15. If new staff is required, will preference be given to Native American applicants?
 X YES NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

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

BEFORE YOU MAIL, PLEASE REMEMBER TO:

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

Benzie County Fire Extinguisher Trainer

ITEM	Number Requested	Total Per Item
Base Unit	1	Part of the Package
Adapter Plate and Class A, B, and C Fire props	1	Part of the Package
Smart extinguishers	4	Part of the Package
Handheld controller and controller cable	1	Part of the Package
Power Cable	1	Part of the Package
Propane Supply Kit	1	Part of the Package
Recharge Accessories	1	Part of the Package
Transport Cases	4	Part of the Package
Fire Extinguisher Carrying Cases	2	Part of the Package
Battery Power Pack	1	Part of the Package
Air Compressor	1	Part of the Package
PROJECT TOTAL		\$ 9,895.00

PLEASE NOTE:

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

- Page 1 of 4

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

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

Benzie County Emergency Management is requesting a total of \$10,050.00 to provide a 3 day training for all firefighters in Benzie County on recognizing and preventing "Flashover" conditions during structural firefighting. We are proposing to contract with Oakland Community College for 3 days of training. They will provide training for 100 firefighters in and around Benzie County at the agreed upon price. The training will consist of 8 hours of lecture and several sessions of practical training in a "Flashover Trailer" where students are taken in and actually experience a "Flashover Event".

A flashover is the near-simultaneous ignition of most of the directly exposed combustible material in an enclosed area. When certain materials are heated, they undergo thermal decomposition and release flammable gases. Flashover occurs when the majority of the exposed surfaces in a space are heated to their auto-ignition temperature and emit flammable gases.

An example of flashover is ignition of a piece of furniture in a domestic room. The fire involving the initial piece of furniture can produce a layer of hot smoke which spreads across the ceiling in the room. The hot buoyant smoke layer grows in depth, as it is bounded by the walls of the room. The radiated heat from this layer heats the surfaces of the directly exposed combustible materials in the room, causing them to give off flammable gases via pyrolysis. When the temperatures of the evolved gases become high enough, these gases will ignite.

The agreement with Oakland Community College for the training, instructors and flashover trailer would cost \$9,000. We would need to purchase 75 - 4' x 8' sheets of oriented strand board (OSB) that is burned to create the "Flashover Event" at an estimated cost of \$750. We are also proposing to purchase lunch for all participants and instructors for 2 days estimated to be \$150 per day (\$300).

This proposed training was presented to the Benzie County Firefighters/EMS Association and the Benzie County Fire Chiefs. Both organizations agree that it would be extremely beneficial to the Benzie County firefighting community and voted to endorse the proposed training. This application was also presented to the Benzie County Local Emergency Planning Committee/Local Planning Team, whom develop the emergency response strategies for identified hazards in Benzie County. They fully endorsed this request with a unanimous vote of all members present at their October 27th, 2016 meeting. This request was also submitted to the Benzie County Board of Commissioners who fully supported it at their November 8th, 2016 meeting.

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

(a) Program formula: $(1) \$5,000 \text{ Per school} + (\$1,000 \times \# \text{ of GTB member students}) = \text{allocation}$.

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

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

(c) Describe parent involvement in project: _____

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

If yes, how much: _____

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

Start Upon receipt of grant Completion 90 days from receipt of grant

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

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

Start Date	End Date	Amount
There were successful grant applications prior to the grants listed below, however, I was unable to locate the dates and amounts in the records I had available to me.		
<u>1/30/2015</u>	<u>6/2015</u>	<u>\$6,940.21</u>
<u>1/30/2015</u>	<u>6/2015</u>	<u>\$1,460.00</u>
<u>1/28/2016</u>	<u>4/2016</u>	<u>\$11,630.00</u>
<u>1/28/2016</u>	<u>4/2016</u>	<u>\$5,800.00</u>
<u>1/28/2016</u>	<u>4/2016</u>	<u>\$5,500.00</u>
<u>6/30/2016</u>	<u>9/2016</u>	<u>\$29,180.00</u>

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

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

_____ - _____ and amounts: _____

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

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

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

Our rural community is home to many individuals who seek employment and entertainment at local casinos. These people are our family and friends and it is our job to ensure their safety. Local casinos provide a

significant economic and social development boost to the region, thus enhancing the well-being of the community we all call home.

14. How will the success of the project be assessed (evaluation plan)? The training requested as a part a strategy to better educate our firefighters to recognize unsafe conditions and make firefighting in Benzie County safer. We would expect to reduce injuries and worker compensation claims against the units of government that operate fire departments.
15. If new staff is required, will preference be given to Native American applicants?
 X YES NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

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

BEFORE YOU MAIL, PLEASE REMEMBER TO:

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

Benzie County Flashover Training

ITEM	Number Requested	Total Per Item
Trainers, Flashover Trailer and Instruction	1	\$ 9,000.00
Oriented Strand Board (OSB)	75	\$ 750.00
Lunch for Firefighters during Training	100	\$ 300.00
PROJECT TOTAL		\$ 10,050.00

Tribal Council Allocation of 2% Funds Application Form

PLEASE NOTE:

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

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

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

2. Name of Applicant: Benzie County Emergency Medical Services
 Address: 448 Court Place
 Beulah, Michigan 49617
 Phone #: (231) 325-0035 Fax #: (231) 325-0033
 Authorized Signature: _____
 Printed Name: Roger Griner
 Title: Chair, Benzie County Board of Commissioners
 Contact person: Name: Craig Johnson
 Telephone #: (231) 325-0035 Fax #: (231) 325-0033

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

4. Fiscal Data: Amount Requested: \$ 29,660.00 Percent: 100 %
 Local Leveraging: \$ Percent: 0 %
 (Match)
 Total Budget: \$ 29,660.00 Percent: 100 %

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

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

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

Benzie County Emergency Medical Services is requesting a total of \$29,660.00 to purchase two (2) powered ambulance cots for ambulances operated by Benzie County EMS to make it safer for medical personnel and patients. Powered ambulance cots dramatically reduce strenuous lifting and the associated risk of back injury. Medical personnel experience frequent spinal loading due to repetitive motions such as lifting, lowering, carrying, and bending. Use of the powered ambulance cot has proven to reduce spinal loading, resulting in reduced injuries, lost or modified workdays, and workers' compensation costs, and increased recruitment and retention.

The powered ambulance cot uses a battery-powered hydraulic system that raises and lowers the patient at the touch of a button. It also has a retractable head section reduces footprint of the cot and allows it to navigate very tight spaces in any height position. The unit also has a 700 lb. load capacity which is much more than our existing cots and allows for the safe and efficient transport of the morbidly obese that we occasionally must transport.

Based on injury experience, Benzie County EMS had a paramedic suffer a back injury directly attributable to lifting a cot. The paramedic had several surgeries and is now on disability. The injury has cost Benzie County workers compensation carrier almost \$500,000. Through the injury was covered by insurance, workers compensation rates have increased as a direct result of this injury. An injury that could have been prevented had we had powered ambulance cots.

This application was presented to the Benzie County Local Emergency Planning Committee/Local Planning Team, whom develop the emergency response strategies for identified hazards in Benzie County. They fully endorsed this request with a unanimous vote of all members present at their October 27th, 2016 meeting. This request was also submitted to the Benzie County Board of Commissioners who fully supported it at their November 8th, 2016 meeting.

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

(a) Program formula: $(1) \$5,000 \text{ Per school} + (\$1,000 \times \# \text{ of GTB member students}) = \text{allocation}$.

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

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

(c) Describe parent involvement in project: _____

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

If yes, how much: _____

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

Start Upon receipt of grant Completion 90 days from receipt of grant

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

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

Start Date

End Date

Amount

There were successful grant applications prior to the grants listed below, however, I was unable to locate the dates and amounts in the records I had available to me.

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

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

_____ - _____ and amounts: _____

Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: the control group and the experimental group. The control group received a standard diet, while the experimental group received a diet supplemented with 0.5% of the active ingredient. The subjects were then subjected to a 12-week period of physical training. The results of the study are presented in the form of a bar chart, showing the mean values and standard deviation for each group.

Figure 1 is a schematic representation of the experimental design. It shows a sequence of events: a subject is presented with a stimulus (a horizontal bar with a vertical line), followed by a response (a horizontal bar with a vertical line), and then a feedback (a horizontal bar with a vertical line). The sequence is repeated for multiple trials, with a 'Start' signal at the beginning and an 'End' signal at the end.

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

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

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

Our rural community is home to many individuals who seek employment and entertainment at local casinos. These people are our family and friends and it is our job to ensure their safety. Local casinos provide a significant economic and social development boost to the region, thus enhancing the well-being of the community we all call home.

14. How will the success of the project be assessed (evaluation plan)? The equipment requested will assist us in reducing our worker compensation experience with our employees.

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

 X YES NO

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

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

BEFORE YOU MAIL, PLEASE REMEMBER TO:

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

Benzie County Emergency Medical Services-Power Cots

Product Description	Number Requested	Cost Per Item	Total Per Item
Power-ProXT Ambulance Power Cot	2	\$ 12,941.00	\$ 25,882.00
XPS Option (Expandable Patient Surface)	2	\$ 1,627.00	\$ 3,254.00
2 Stage IV Pole PR Option	2	\$ 220.00	\$ 440.00
Equipment Hook	2	\$ 42.00	\$ 84.00
PROJECT TOTAL			\$ 29,660.00

AGREEMENT
BETWEEN
WEXFORD COUNTY / WEXFORD COUNTY SHERIFF
AND
BENZIE COUNTY / BENZIE COUNTY SHERIFF
FOR
HOUSING WEXFORD COUNTY PRISONERS
IN BENZIE COUNTY JAIL
FOR PERIOD COVERING
AUGUST 1, 2016 TO JULY 31, 2017

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AGREEMENT
TO
HOUSE WEXFORD COUNTY PRISONERS
IN
BENZIE COUNTY JAIL

THIS AGREEMENT, made and entered into this 1 day of August 2016, by and between the COUNTY OF WEXFORD, a municipal corporation and political subdivision of the State of Michigan (hereafter referred to as "Wexford"), acting on behalf of the SHERIFF OF WEXFORD COUNTY, who has offices at the Wexford County Jail, 820 S. Carmel Street, Cadillac, Michigan 49601 (hereinafter referred to as "Wexford Sheriff"), and the COUNTY OF BENZIE a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as "Benzie"), acting on behalf of the SHERIFF OF BENZIE COUNTY, Who has offices at the Benzie County Jail, 505 N. Michigan Ave., Beulah, Michigan 49617 (hereinafter referred to as the "Benzie Sheriff").

WITNESSETH:

WHEREAS, Wexford and the Wexford Sheriff wish to alleviate over crowded conditions in the Wexford Jail by transferring and housing Wexford prisoners in the Benzie Jail; and

WHEREAS, Benzie and the Benzie Sheriff agree that Wexford Sheriff may transfer and house prisoners in the Benzie County Jail, subject to the terms and conditions in the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

1. AGREEMENT TERM AND TERMINATION. This agreement shall commence on the 1st day of August 2016, and shall continue through the 31st day of July, 2017, at the end of which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, either Wexford or Benzie can terminate this Agreement at any time, with or without cause, by delivery of not less than thirty (30) days prior written notification to the other party.

2. BED SPACE TO BE PROVIDED AND COMPENSATION. In consideration of Wexford incarcerating Wexford prisoners under the terms of this Agreement, Wexford agrees to pay Benzie at a rate of THIRTY TWO 50/100 DOLLARS (\$32.50), per bed.

3. BED SPACE TO BE PROVIDED AND COMPENSATION. In consideration of Wexford reserving fifteen (15) Benzie Jail Beds and incarcerating Wexford prisoners under the terms of this Agreement, Wexford agrees to pay Benzie at a rate of THIRTY TWO AND 50/100 DOLLARS (\$32.50), per bed. It is understood, that at times, the actual bed space utilized may be less than the fifteen (15) reserved beds, due to fluctuations in Wexford County's inmate population.

In addition, Wexford may utilize all or part of the remaining available Benzie County Jail bed space on an on-call basis only. Wexford agrees to pay Benzie at a rate of THIRTY TWO AND 50/100 DOLLARS (\$32.50) per bed per day for each bed utilized over the fifteen (15) reserved jail beds.

4. PAYMENT SCHEDULE. Wexford shall pay Benzie for lodgings monthly within thirty (30) days of a billing statement indicating the dates and number of Wexford prisoners housed. Each bill shall be for the total of the following sums:

A. THIRTY TWO 50/100 DOLLARS (\$32.50) per bed per day occupied by a Wexford inmate.

5. REMEDIES IF JAIL BECOMES UNINHABITABLE. In the event the Benzie Jail becomes uninhabitable, due to riot, natural disaster, fire overcrowding, or other factors beyond the control of Benzie, requiring Wexford prisoners to be removed from the

Benzie Jail, payments shall abate while the Jail is uninhabitable and Wexford may exercise either of the following options:

- A. Permitting Benzie, at Benzie's sole expense, to repair the Benzie Jail to a habitable state and upon completion of such repairs to resume the care and control of Wexford prisoners under the terms and conditions of this Agreement.
- B. Terminating this Agreement in its sole discretion effective on delivery of written notice to Benzie.

6. TRANSPORTATION OF PRISONERS. Wexford Sheriff shall deliver the Wexford prisoners to be housed at the Benzie County Jail and shall turn the prisoners over the custody of the individuals designated by the Benzie Sheriff. The Wexford Sheriff shall provide transportation of prisoners to and from court proceedings and a means for a released prisoner's return to Wexford if said prisoner upon release cannot obtain transportation.

7. PRISONER TRANSFER ORDERS. Wexford Sheriff shall furnish the Benzie Sheriff an appropriate transfer order as a legal basis for holding a prisoner at the Benzie Jail on behalf of Wexford.

8. PRISONER MEDICAL FILES. Wexford Sheriff shall transmit the medical file and medical clearance file shall be maintained by the Benzie Jail's medical staff, and shall accompany the prisoner on any transfer. The Benzie Sheriff may maintain his own medical records as deemed appropriate and shall implement procedures to protect the confidentiality of the records and agrees not to release information about Wexford prisoners to unauthorized sources or to release information which is protected and/or made confidential by statute.

9. PRISONERS WITH MEDICAL AND/OR MENTAL HEALTH PROBLEMS.
Benzie reserves the right to refuse any Wexford prisoner determined by Benzie Jail's medical personnel to be unacceptable for incarceration in Benzie Jail due to acute medical or surgical problems or serious

mental health problems.

10. MEDICAL COSTS.

- A. The boarding rate per bed day includes all routine prisoner incarceration costs including intake physicals and assessment done by the Benzie Jail Medical Staff.
- B. Any additional medical needs deemed necessary by the Benzie Jail Medical Staff will be paid by Wexford. This is to include, but not be limited to, prescriptions, hospitalizations, tests, and laboratory, dental and optical services.
- C. Prior to any off-site non-emergency medical treatment for Wexford's prisoners, treatments must first be approved by Wexford.

11. TYPES OF QUALIFIED INMATES. Benzie will house only Wexford prisoners which fall between Medium and Very Low using the Northpointe Institute Classification System. Any prisoner with a higher classification and females will be accepted for housing at Benzie Jail on an on-call basis only. Benzie will not lodge any juvenile inmates.

12. INMATE PROPERTY. Benzie County agrees to store all property of Wexford County prisoners who are lodged in the Benzie Jail.

13. DEATH OF WEXFORD PRISONERS. If a Wexford prisoner dies while in the custody of the Benzie Sheriff, the Benzie Sheriff shall notify the Wexford Sheriff. Wexford shall be responsible for the disposition of the body of the deceased prisoner and any costs thereof, including the cost of autopsy, and any costs incurred by Benzie prior to the Wexford Sheriff's receiving the prisoner's body, if it is determined by the Medical Examiner performing the autopsy that the death resulted from natural causes. If the death of a Wexford prisoner is determined by the Medical Examiner performing the autopsy on the deceased to be of unnatural causes, Benzie shall pay the cost of disposition of the body and other costs relating to the death of the prisoner, including the

cost of the autopsy.

14. CHOICE OF LAW. This Agreement and its performance shall be construed in accordance with, and governed by, the laws of the State of Michigan.

15. COMPLIANCE WITH THE LAW. The parties to this Agreement shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations, including, but not limited to, those regulating the transporting, housing and care of prisoners.

16. NONDISCRIMINATION. The parties to this Agreement shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination.

The parties to this Agreement, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

17. LIABILITY INSURANCE. Both Wexford and Benzie shall procure, pay the premiums on, keep and maintain during the term of this Agreement liability insurance of appropriate types and amounts to cover liability arising from the activities which they are to perform under this Agreement.

18. COLLECTIVE BARGAINING. It is expressly understood and agreed by Wexford and Benzie that the requirements of this Agreement shall not be construed as in any way affecting the collective bargaining agreements of either County.

19. WAIVERS. No failure or delay on the part of any of the parties of this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a

single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

20. AMENDMENTS. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of Wexford, Benzie, and the Wexford Sheriff and the Benzie Sheriff, signed by their authorized representatives.

21. ASSIGNMENT OR SUBCONTRACTING. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of Wexford, Benzie, and the Wexford Sheriff and the Benzie Sheriff, signed by their authorized representatives.

22. TITLES SECTIONS. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

23. COMPLETE AGREEMENT. This Agreement constitutes the entire agreement between parties. No other agreements, including prior agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

23. SEVERABILITY OF PROVISIONS. If any part of this Agreement is rendered invalid or unenforceable because of any Federal or State statute or regulation or by a court having appropriate jurisdiction ruling a provision or clause invalid, unconstitutional or beyond the authority of either Wexford, Benzie, Wexford Sheriff or Benzie Sheriff to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If, however, the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found to be invalid, unenforceable, unconstitutional or beyond the authority of the parties, and Wexford shall reimburse Benzie for all services provided under this Agreement up to the effective date

of termination.

24. CERTIFICATION OF AUTHORITY. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of the parties that they represent and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties to this Agreement have fully executed this Agreement as of the date first above written.

WITNESSED BY:

COUNTY OF WEXFORD:

By: _____
Date Chairperson
County Board of Commissioners

By: _____
Date Gary A. Finstrom, Sheriff

COUNTY OF BENZIE

By: _____
Date _____ Chairperson
County Board of Commissioners

By: _____
Date _____ Ted Schendel, Sheriff

Memo To: Benzie County Commissioners
From: Mitchell D. Deisch, County Administrator
Date: November 8, 2016
Subject: Collective Bargaining Agreement



On Monday November 7, 2016 collective bargaining mediation was held with the COAM Command, POAM Dispatch and POAM Corrections unions. Tentative agreements (TA) were reached with the POAM Dispatch and POAM Correction unions. Another mediation session was scheduled with the COAM Command for Monday November 21, 2016, which is the same date for next mediation session with the POLC union.

Thus based upon the TA's that were reached with the POAM Dispatch and POAM Corrections unions, the County Board of Commissioners is asked to ratify the following two year contracts. The primary changes to the two contracts are as follows:

COAM Corrections

1. Two year agreement.
2. Increase MERS employee contribution to 6%.
3. Wages:
 - a. 16/17 FY 2%
 - b. 17/18 1% Oct 2017 and 1% April 2018
4. Revised prisoner transport language.
5. Incorporate Affordable Care Act language.
6. Extend probation period from 90 days to 180 days.

COAM Dispatch

1. Two year agreement.
2. Increase MERS employee contribution to 6%.
3. Wages:
 - a. 16/17 FY 2%
 - b. 17/18 1% Oct 2017 and 1% April 2018
4. Incorporate Affordable Care Act language.

Recommendation – It is the recommendation of the management bargaining team members that the Benzie County Board of Commissioners ratifies the two year collective bargaining agreement with both the POAM Dispatch and POAM Corrections Unions as proposed in this memo and as identified in the attached draft agreements.

AGREEMENT

BETWEEN

COUNTY OF BENZIE

-AND-

**POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)
EMERGENCY COMMUNICATION SPECIALISTS**

OCTOBER 1, ~~2013~~2016 Through SEPTEMBER 30, ~~2015~~2018

RECEIVED

NOV 10 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

COUNTY OF BENZIE - POAM

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AGREEMENT

THIS AGREEMENT, effective October 1, ~~2013~~2016, by and between the BOARD OF COMMISSIONERS, located at Beulah, Michigan, party of the first part and hereinafter termed the "Employer," and the POLICE OFFICERS ASSOCIATION OF MICHIGAN – POAM, located at 27056 Joy Road, Redford, MI 48239-1949, party of the second part hereinafter called the "Union".

Ratification. The agreed contract shall become a binding contract when executed by the respective parties. Prior to the execution of the contract by the chairperson of the Benzie County Board of Commissioners, this contract must be ratified and approved by the Benzie County Board of Commissioners by a formal resolution.

ARTICLE I PURPOSE AND INTENT

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

ARTICLE II RECOGNITION

2.1: Collective Bargaining Unit. The employer recognizes the Police Officers Association of Michigan (POAM) as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended, for:

All Emergency Communications Specialists of the Employer, excluding all others, including, but limited to, part-time employees, supervisors and confidential employees.

2.2: Definition of Employees. The terms "employee" and "employees", when used in this Agreement, shall refer to and include only those regular full-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Section 2.1. For purposes of this Agreement, the following definitions shall be applicable:

- A. Regular Full-Time Employees. Employees regularly scheduled on a permanent basis to work forty (40) or more hours per week shall be considered as regular, full-time employees.
- B. Regular Part-Time Employees. Employees who are regularly scheduled to work less than forty (40) hours per week shall be classified as part-time employees. There shall be no more than two (2) part-time dispatch/communications employees in the recognized bargaining unit classification. Part-time employees shall not serve to reduce or diminish the bargaining unit, or displace a bargaining unit member. Part-time employees shall not be members of the bargaining unit. In the event a part-time employee works forty (40) or more hours for three (3) or more consecutive pay-periods, they shall become full-time employees.
- C. "County" shall mean Benzie County, Michigan.
- D. "Director" shall mean the appointed Director of Benzie County Central Dispatch of Benzie County.
- E. "Employer" shall mean the County.
- F. "Union" shall mean the Police Officers Association of Michigan, 27056 Joy Road, Redford, MI 48239-1949.
- G. "Association" shall mean the Benzie County Dispatch Association (BCDA).
- H. "Employee" shall mean all employees of the bargaining unit.
- I. "He" or "she" when used shall include both genders.
- J. "Bargaining committee" or "committee" shall mean a committee elected by the Association in conjunction with the Union.
- K. "Stewards" shall mean representatives elected by the Association to represent employees.

ARTICLE III
UNION SECURITY

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

- A. Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.
- B. For present regular employees, voluntary payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later. For new employees, the voluntary payment shall start thirty-one (31) days following the date of employment.
- C. The Union agrees that in the event of any and all claims, liability or litigation against the Employer, its agents or employees, arising out of this provision, the Union will defend, indemnify and hold harmless the Employer, its agents and employees for any monetary award, costs or less arising out of such litigation.

ARTICLE IV
DUES DEDUCTION

4.1: Check-off Authorization Form. During the life of this Agreement, the Employer agrees to deduct the regular payment of the current rate of monthly Union dues and initiation fees or service fees, as established by the Police Officers Association of Michigan, from the pay of each employee who voluntary executes and files with the Employer a proper check-off authorization form. The following check-off authorization form shall be used exclusively and shall be supplied by the Union:

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

TO _____
Name of Employer Department

Effective _____, I hereby request and authorize you to deduct from my earnings each payroll period an amount sufficient to provide for the regular payment of the current rate of monthly _____ 1) Union dues; _____ 2) service fee as

established by the Police Officers Association of Michigan. The amount deducted shall be paid to the Treasurer of the Police Officers Association of Michigan.

Employee's Signature _____

Street Address _____

City and State _____

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

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

4.4: Duplicate Payments. In cases where a deduction is made which duplicates a payment already made to the Union by the employee, refunds to the employee will be made by the Union.

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

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

4.7: Termination of Employment. The Employer shall not be responsible for Union dues or service fees after an employee's employment relationship with the Employer has ended.

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

4.9: Union Address. All dues and service fees so deducted shall be sent to the Police Officers Association of Michigan at 27056 Joy Road, Redford, MI 48239-1949, or such other address as the Employer may be advised of in writing by the Union.

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

ARTICLE V REPRESENTATION

5.1: Stewards. The Employer agrees to recognize one (1) steward elected or appointed by the Union from among employees in the bargaining unit with one or more years of seniority for the purpose of processing grievances, and/or recognizing non-employee representatives. The Employer will recognize an alternate steward when the regular steward is absent from work. The Union agrees that the steward will not let his stewardship interfere with his duties or operations of the Benzie County Central Dispatch, and the Employer agrees to give the steward reasonable time and access to other employees to fulfill his obligations hereunder. The Union will be allowed to have one representative attend to required Union business and be paid up to 40 hours straight time in additional wages a year; however, this provision and practice shall end for 2013. The authority of the steward and alternate so elected by the local union shall be limited to, and shall not exceed, the following duties and activities:

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

The local President shall serve as the steward and the local Vice President shall serve as the alternate steward.

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

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

5.4: Special Conferences. For important matters of mutual concern not being processed as a grievance under this Agreement a special conference will be arranged between the Employer, steward, and POLC and any outside parties requested to attend. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to in any way, modify, add to or detract from the provisions of this.

ARTICLE VI MANAGEMENT RIGHTS

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

6.2: Separation of the Term Employer When Necessary. In sections of the contract wherever the authority and obligation for performance is that of the County, the term "County" shall be used in place of "Employer".

ARTICLE VII
GRIEVANCE AND ARBITRATION PROCEDURE

7.1: Grievance Procedure. The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filled shall refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation and the remedy desired. All grievances shall be commenced within five (5) working days after the grievance has become known, or should have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer or the Union requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so.

Any employee having a grievance shall present it as follows, except that step 1 may be omitted should the step 1 supervisor not have the authority to grant the adjustment requested.

Step 1: By conference between the aggrieved employee and/or steward with the supervisor, within five (5) working days of the occurrence giving rise to the grievance. The supervisor shall give his/her answer within five (5) working days of the conference.

Step 2: If not satisfied with the supervisor's answer, or if no answer is received within the time limit, it shall be the responsibility of the aggrieved employee, or steward in the case of a group grievance, to reduce the grievance to writing and to deliver the written grievance to the Director or his/her designee within ten (10) working days from the date a step 1 answer is received or the step 1 answer was due. The Director or designee shall return his/her written answer within ten (10) working days. If step 1 is omitted, the employee or steward shall present the written grievance within seven (7) working days of the occurrence giving rise to the grievance.

Step 3: If not satisfied with the Employer's answer, the Union may appeal the decision to a committee established by the Board of Commissioners to hear employee grievances. The request for the appeal must be made in writing within ten (10) working days after receipt of the Step 2 answer is received. The request shall be addressed to the Chairperson of the Board of Commissioners with a copy to the County Administrator and Director. The committee shall hear the appeal within thirty (30) calendar days after a request is received. The employee and/or Union representative may present witnesses and evidence. Likewise, the employer may also present witnesses and evidence. The answer of the committee shall be given within ten (10) calendar days after the hearing. The decision of the committee shall be final and binding on the parties, except for the exceptions noted in Step 4.

Step 4: If the grievance is not resolved at Step 3, the Union shall present a written demand for arbitration within thirty (30) calendar days after the answer at Step 3 to the

Chairperson of the Board of Commissioners with a copy to the County Administrator and Director and to the Michigan Employment Relations Commission (MERC) for the selection of an arbitrator in accordance with MERC procedures or the parties may mutually agree in writing on the selection of an arbitrator. The rules of the MERC shall apply unless specifically modified herein.

- A. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The Arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter, or modify this Agreement in any respect.
- B. The arbitrator shall give full recognition to the doctrine of reservation of Employer rights and the Employer's exercise of any of its rights not limited by the express provisions of this Agreement. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue, which is outside of its jurisdiction under this Agreement. Any award of the arbitrator for a continuing violation shall not be retroactive prior to the time the grievance was first submitted in writing. The arbitrator's fees shall be split between the Union and the Employer.

7.2: Failure to Follow Time Limits. The failure of either party to follow the time limits herein shall result in the following:

- A. If the Employer does not respond to the grievance within the time limitations set forth, the grievance shall be advanced to the next step.
- B. In the event the Union or employee does not follow the time limits required herein, the grievance shall be considered irrevocably withdrawn and denied.

7.3: Extension of Time Limits. When reference is made to working days, only the days actually worked by the person upon whom the time limit is imposed are counted. Time periods set forth in this grievance procedure shall be strictly adhered to unless extended by mutual written agreement of the parties.

7.4: Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided in this contract. If the employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE VIII
SENIORITY

8.1: Seniority Definition. County seniority shall be defined as the length of the employee's continuous service with the County commencing from his last date of hire. Seniority within each bargaining unit will also exist and be defined from the time the individual entered the bargaining unit. Seniority within a bargaining unit will be the basis for considerations such as shift picks, vacation picks, overtime, personal time or other days off as they are applicable. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

- A. All full-time employees shall serve an original probationary period of two thousand eighty (2080) hours uninterrupted service, during which time they will be termed "probationary employees".
- B. The Union shall represent probationary employees for the purpose of collective bargaining, however, the Employer in its sole discretion, may terminate probationary employees at any time during the probation period and neither the employee nor the Union shall have recourse to the grievance procedure beyond Step-2 over such termination.
- C. Employees who apply and are selected for a position in another classification of a higher wage classification shall be placed on the wage schedule at a rate that is equal to or greater than the currently held position. Employees who apply and are selected for a position in a lower wage classification shall be placed on the wage schedule at the rate that reflects the employee's total years of continuous service.

8.2: Seniority. The seniority of any employee shall commence from the last date of hire, provided the employee has successfully completed his/her probationary period which is mutually agreed upon between the Union and the Employer or as provided by this Agreement. An employee shall forfeit seniority and employment for the following reasons:

- A. If he/she resigns, quits or retires.
- B. If he/she is discharged or terminated and the termination or discharge is not reversed.
- C. If he/she has been on layoff status and not employed by the County for a period of time equal to his/her seniority or two (2) years, whichever is less.
- D. If he/she is absent from work for four (4) consecutive working days without authorization from the Employer.

- E. If he/she fails to return to work on the required date from a leave of absence, vacation or disciplinary suspension. In case of an emergency, up to a seventy-two (72) hour grace period may be allowed.
- F. If he/she is convicted of, pleads guilty or nolo contendere to a felony, or to a misdemeanor punishable by one (1) year or more of imprisonment.
- G. If he/she makes an intentional false statement on his/her employment application or on any official report relating to law enforcement functions (e.g. warrants, complaints and similar documents).
- H. If he/she fails to report for work within ten (10) days following notification of recall from layoff sent by certified mail, return receipt requested, to his/her last known address.
- I. If he/she has been on sick leave for a period of time in excess of all accumulated sick, vacation and other credited benefit time.
- J. If a settlement with the employee has been made for total disability.

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

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

ARTICLE IX PROBATION

9.1: Probationary Period. All full-time and regular part-time employees shall serve a probationary period of two thousand eight (2080) work hours, excluding overtime. If an employee is absent from work because of illness or other reasons for a period of fifty-six (56) consecutive hours or longer, such period of his absence shall be added to the two thousand eighty (2080) hours probationary period. Absence because of an in-service training or job related injury or the use of banked/accrued time shall be not added to the probationary period.

9.2: Representation. Until an employee has completed the probationary period, he/she may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Arbitration Procedure. The Union may represent probationary employees with regard to

wages, hours and working conditions, but shall not represent the employees for any of the aforementioned issues. There shall be no seniority among probationary employees.

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

ARTICLE X DISCHARGE, DEMOTION AND DISCIPLINE

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

10.2: Discussion of Discipline Discharge or Demotion. A discharged or demoted non-probationary employee will be allowed to discuss his discharge or demotion with the steward, so long as such discussion, does not interfere with his assigned duties, and the Employer will provide a suitable room, on or off the premises, where they may meet. Upon request, the Employer or his designated representative will discuss the discharge or demotion with the non-probationary employee and the steward. Any non-probationary employee may request the presence of the union steward in any conference in which the Employer intends to impose discipline. Any conference with an non-probationary employee to impose such discipline will be adjourned at the request of the employee until the steward is available to join the conference.

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

ARTICLE XI LAYOFF AND RECALL

11.1: Layoff. In the event of any reduction of personnel is made, as determined by the Employer, layoff shall be by classification within the Department, with temporary employees, then part-time employees, then probationary (non-disciplinary) employees, being laid off first. Thereafter, employees with the least seniority in that classification shall be laid off, provided that the remaining employees with more seniority in the classification are qualified to perform the work.

11.2: Bumping. Upon being laid off from his/her classification, an employee may bump lower seniority employees within the bargaining unit under the following conditions:

- A. The bumping employee cannot move into a position of a higher salary grade.
- B. The bumping employee must have more departmental seniority than the employee in the position that is being bumped.
- C. The bumping employee must possess the necessary skill, experience and certifications which will qualify the employee to perform the work. The necessary "Skill, experience and certification" shall be determined by the required qualifications as listed in the job description
- D. The bumping shall not apply in temporary cases of layoff which do not exceed ten (10) working days.

An employee wishing to exercise their bumping rights must inform the Director of his/her decision to bump within three (3) days from the date of receipt of the layoff notification. Employees who exercise their bumping rights shall then receive the rate of pay of the new classification. The bumped employee shall have the same bumping rights as the laid off employee, seniority permitting.

11.3: Recall. The last employee laid off in a classification shall be the first employee recalled, provided the employee is qualified to fill the open position. Notification of recall may be made by telephone and shall be followed by certified mail delivered to the employee's last known address. An employee shall respond to the certified notice of recall within forty-eight (48) hours of the receipt thereof. If an employee fails to respond to a notice of recall within forty-eight (48) hours of receipt thereof, the Employer shall assume that the employee has voluntarily quit. An employee that retains seniority rights shall have recall rights up to four (4) years following the original layoff.

11.4: Benefits. Employees who are laid off shall not be entitled to any benefits extended pursuant to this Agreement, nor shall seniority accrue during such layoff period. However, employees on layoff status may continue their health insurance to the extent permitted by Federal law, provided the employee pays the premium for such insurance in advance, and, provided continued coverage is permitted by the insurance carrier.

11.5: Vacation Use. In the event of layoff, an employee may use accumulated vacation leave prior to receipt of unemployment compensation, provided the employee is entitled to the same.

11.6: Layoff Alternatives.

- A. Voluntary Layoffs. When faced with a layoff, the Employer may, at its sole option, prior to enactment of the above layoff provisions, solicit voluntary layoffs from members in the bargaining unit. An employee electing a voluntary layoff shall not have the right, at a later date, to rescind the election and return to work. His/her sole right to return to work shall be pursuant to the recall provisions in section 11.3 of this article.

ARTICLE XII
VACANCIES AND TRANSFER

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

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

ARTICLE XIII
PROMOTIONS

13.1: Non-Bargaining Unit Position. In the event a unit employee is promoted to a supervisory or other non-bargaining work position and he elects on or before ninety (90) days in the new position to return to his former job in the bargaining unit, he may do so without loss of seniority or benefits. Further, in the event an employee returns to the bargaining unit after fulfilling a non-bargaining unit position beyond ninety (90) days, all seniority accumulated while in the bargaining unit shall not be lost, but such time shall not accrue during the non-bargaining work assignment. Previously accrued bargaining unit seniority shall be reinstated upon return to the bargaining unit.

13.2: Job Posting. Prior to filling a vacancy within the bargaining unit, it shall be posted for seven (7) working days. Employees interested shall apply in writing within the Employer's designated posting period. The Employer reserves the right to select the person who it believes the best qualified for the position from either within or outside the bargaining unit.

13.3: Rate of Pay. An employee from the bargaining unit that is promoted to a higher bargaining unit classification shall be paid at the lowest rate of the higher classification

which results in a pay increase prior to the promotion. The employee shall then progress up the remaining steps for the new position on an annual basis effective on the anniversary date of the promotion.

13.4: Promotional Trial Period. All promoted employees shall serve a ninety (90) day trial period. Employees may be returned to their previous position at any time during the trial period by the Employer in its sole discretion, and neither the employee so assigned nor the Union shall have recourse through the grievance procedure over such reassignment. The employee may also elect to return to their former position without loss of seniority and benefits during this trial period.

ARTICLE XIV HOURS OF WORK AND OVERTIME

14.1: Work Schedule. Work schedules will be posted thirty (30) days in advance of implementation. The employees will be able to have their pick of shifts for the period of the schedule with the sequence of the picks being based on seniority. Work schedules shall not be changed except for emergencies without an agreement between management and the employee involved. For purposes of this section, emergency shall include any voluntary termination in which the employee fails to give a two (2) week notice. A transfer to a different job on the same shift shall not constitute a change in the work schedule.

14.2: Four (4) Days - Ten (10) Hours. The County and the Union may enter into a 4 day - 10 hour work week plan for any division if both the County and union mutually agree. Special assignments shall be dealt with on a case by case basis. In such case, the overtime rate shall be paid on all hours worked in excess of ten (10) hours in a day or eighty (80) hours in a pay period.

14.3: Overtime. For eight (8) hour scheduled employees, all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of time and one-half (1-1/2). All banked time paid shall be counted as time worked for the purpose of this section.

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

- A. An employee may, at his/her option, elect to be compensated at overtime rates in pay for any and all hours work that by the current collective bargaining agreement call for premium or overtime compensation rates.
- B. An employee may, at his/her option, choose in lieu of over-time payment in cash and elect to receive compensation for overtime work in compensatory time off. Such time off shall be earned and paid at overtime rates. For example, if an employee works two (2) hours of overtime, and

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

For employees hired on or after October 1, 2011, compensatory time may be accumulated to a maximum of fifty (50) hours (straight time).

14.5: Call-in Coverage. Call-in coverage shall mean vacancies that the Employer becomes aware of less than 24 hours prior to the assignment. However, in the event of an emergency call-in, the closest available qualified employee will be called.

Call-in coverage to fill a vacancy up to and including four (4) hours shall be offered as a continuation of shift to the dispatcher on duty. If the dispatcher on duty declines, the overtime shall be offered to the incoming dispatcher following the vacancy. The on duty and incoming dispatcher may elect to split the vacancy in a mutually agreeable configuration prior to the next offering. The next step shall be to offer the overtime to those employees scheduled off duty in order of seniority. If the vacancy remains open, the Dispatch Supervisor, if eligible, shall be offered the overtime. If the Dispatch Supervisor declines the overtime or is ineligible, then the lowest seniority off-duty dispatcher will be called in to work.

Call-in coverage to fill a vacancy greater than four (4) hours shall be offered to those employees that are scheduled off duty in order of seniority. If an eligible replacement is not found, the next step shall be to split the open shift between employees working before and after the vacant shift. If the on duty and incoming dispatcher decline, or one of the dispatchers declines the overtime, the Dispatch Supervisor, if eligible, shall be offered the remaining overtime. If the Dispatch Supervisor declines the overtime or is ineligible, then the lowest seniority off-duty dispatcher will be called in to work.

14.6: Call-In Overtime. Employees called in two (2) hours or more prior to the start of their regular shift or called back to work after completion of their regular shift shall be guaranteed a minimum of three (3) hours of pay at the rate of one and one-half (1.5) times their straight-time hourly rate, inclusive of all court appearances. Continuing work at the completion of a regular shift shall not constitute call-in. Call-in assignments shall be made on the basis of the seniority of the off duty personnel.

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

14.8: Shift Differential. Employees will be paid a differential of twenty-five cents (\$0.25) per hour for all hours worked between 3:00 p.m. and 11:00 p.m. and a differential of fifty cents (\$0.50) per hour for all hours worked between 11:00 p.m. and 7:00 a.m. For purposes of computing overtime pay the shift premium is not part of the base rate of pay.

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

14.10: Supervisors. All Dispatch Supervisor(s) may perform POAM bargaining unit work, however, if overtime, including split shifts, is available to perform POAM unit work, then qualified POAM bargaining unit employees shall be afforded the assignment first.

14.11: Filling Scheduled Vacancies. Scheduled vacancies shall mean vacancies that the Employer becomes aware of more than 24 hours prior to the assignment in order to grant employees personal leave, scheduled sick leave, holiday or vacation time.

Scheduled vacancies shall be offered to qualified part-time employees first. If part-time employees cannot fill the vacancy, the call-in procedure shall be used to fill the vacancy as established in 14.5.

14.12: Call-In Disputes. The following practice will be followed to satisfy disputes when senior employees are bypassed for call-in coverage. The affected employee will be offered additional hours of work in their classification in order to satisfy the disputed time. The hours worked will be credited as pay or compensatory time at time and a half. The selected hours will be at a mutually agreed upon time between the employee and employer with thirty (30) days of the bypass. This is not intended to interfere with future call-in opportunities.

14.13: LEIN TAC. Two (2) LEIN TAC Officers shall each receive \$200.00 for satisfactory completion of monthly LEIN TAC responsibilities performed in the previous year. If there is only one (1) LEIN TAC Officer, that officer will be paid up to \$400.00 at the end of the year, pro-rata for time spent as LEIN TAC.
[Incorporated From 2015 Amendment Agreement]

ARTICLE XV LEAVES OF ABSENCE

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

extension must be secured from the Employer. All sick time, vacation time, and personal leave must be used prior to obtaining personal leave without pay.

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

15.3: Seniority During Leaves of Absence. During the period of absence, the employee shall not engage in gainful employment in the same type of work in classifications covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights or discharge for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights unless the sick or injured employee's employment is terminated.

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

15.5: Sick Leave.

- A. Sick leave days shall be used for actual sickness, sickness in the immediate family of the employee or documented medical appointments.
- B. All full-time employees covered by this agreement shall be credited with sixty-four (64) hours of paid sick leave on January 1 of each year. For new employees, the number of paid leave hours credited will be prorated according to the number of months remaining in the calendar year. Employees hired before July 1, 1995 may accumulate in excess of four hundred eighty (480) hours, and upon employee option, hours in excess of four hundred eighty (480) hours may be converted to vacation hours at two (2) for one (1) ratio provided that the employee will not convert more than ninety-six (96) hours to forty-eight (48) vacation hours in anyone year. Employees hired after June 30, 1995 shall accumulate up to four hundred eighty (480) hours sick leave.
- C. In the event sick leave time exceeds three (3) days, the Employer may request a certificate from the employee's physician. In cases of suspected abuse, a request may be made in less than three (3) days absence.
- D. The employee may elect annually to cash in at their then effective rate of up to eighty (80) hours of sick leave providing that a minimum balance of sixty-four (64) accumulated sick hours are maintained. The election shall be made each December 1 and shall be paid that month.
- E. An employee who terminates his/her employment and provides two (2) weeks written notice shall be paid for their accumulation of sick leave up

to one hundred twenty (120) hours at fifty percent (50%) of their regular pay.

- F. An employee who retires or dies while employed shall be paid in full for accumulated sick leave. Upon the death of the employee, the employee's designated next of kin will receive payment for unused sick leave.
- G. Employees will be paid sick pay based on their regular pay classification at the time when the sick leave was taken.
- H. Short/Long Term Disability.

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

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

- 2. Eligibility. Non-duty sickness and accident benefits shall start from the first (1st) day of disability due to accident and eighth (8th) day of illness. Employees may use sick time to cover that time. Benefits shall end when the employee is eligible for social security. Employees shall not be eligible for S/A benefits for any period of disability for which they are eligible for and receiving benefits under a disability retirement plan, the Social Security Act or Workers' Compensation. The parties expressly agree that the determination as to eligibility for benefits shall be governed by the terms of the respective short term and long term disability insurance policies and the insurance carriers determination in these areas shall be controlling.
- 3. Continuation of Benefits. The employee will continue to receive all benefits while on short-term disability (90 days) the same as if the employee were still working, including, but not limited to, sick time, vacation time, and retirement contributions.

Health Care. The County will agree to pay health insurance for up to twelve (12) months if an employee is on short/long term

insurance. The twelve (12) month maximum is inclusive of FMLA leave time.

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

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

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

5. Workers' Compensation First Week. When an employee becomes injured or ill on the job so as to qualify for Workers' Disability Compensation and such injury or illness is of seven (7) days or less and is of insufficient duration to trigger the payment of Workers' Compensation payments, the employer agrees to compensate the employee for any lost pay or benefits resulting from the work-related injury or illness. This coverage shall be limited to the areas of: auto accidents, assaults, attempted rescues/assists.
6. Payment in Lieu of Health Care. The County will agree to continue to pay employees who are receiving pay in lieu of health care who are on short/long term insurance for up to twelve (12) months.

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

ARTICLE XVI HOLIDAYS

16.1: Recognized Holidays. All full-time employees will be credited with ten (10) days of future holiday leave, with new employees being prorated based on the date of hire.

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Veteran's Day
Labor Day	Easter Sunday
Christmas Eve Day	New Year's Eve Day

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

16.3: Personal Time. All full-time employees shall be entitled to thirty-two (32) hours personal time annually. Personal time may be used with the approval of the Director or his/her designee, and approval will not be unreasonably withheld. However, employees must provide seventy-two (72) hour prior notice, unless waived by the Director. It is understood that if it is difficult to obtain coverage, the Director shall have the right to use qualified part-time employees for the coverage. Personal days not used by December 31st of each year or the days will be paid in January of the following year.

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

ARTICLE XVII
VACATIONS

17.1: Vacation.

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

After one (1) year	10 days	80 vacation hours
After four (4) years	15 days	120 vacation hours
After ten (10) years	20 days	160 vacation hours

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

After one (1) year	10 days	80 vacation hours
After four (4) years	15 days	120 vacation hours

- A. As far as possible, vacations will be scheduled at the convenience of the employee. However, the Employer reserves the right to establish regulations for picking the vacation schedule.
- B. For employees hired before October 1, 2011, Vacation time may be carried over to a new year with a maximum carryover equal to the employee's annual accrual.

For employees hired on or after October 1, 2011. Vacation time may be carried over to a new year with a maximum carryover of eighty (80) hours.

- C. Vacation year definition: The vacation year, for the purpose of this Agreement, is a twelve (12) month period, beginning with the employee's last hiring date with the Employer.
- D. Vacation time shall not accumulate during any personal leave of absence.
- E. Employees will be paid vacation pay, based on their regular pay classification, immediately prior to the vacation.

ARTICLE XVIII
INSURANCES

18.1: Hospitalization - Medical Coverage.

- A. Health Insurance. Full-time bargaining unit members and their dependents shall receive the same health insurance and under the same terms and conditions as non-union employees, which may change from time to time.
- B. Dental & Optical Insurance.
 - 1. The County agrees to provide dental insurance coverage for full-time employees and their dependents equivalent to Blue Cross/Blue Shield 100-80-50-1000.
 - 2. The County agrees to provide vision insurance for full-time employees and their dependents equivalent to VSP 12/12/24.
- C. Plan Year. The Health Insurance plan year is from November 1st to October 31st of the year of this Agreement. HRA reimbursement requests must be received within 90 days after the new insurance year in order to receive reimbursement.

18.2: Duplicate Coverage. An employee may waive Hospitalization – Medical Insurance when he or she has coverage with another source. The decision to waive coverage can only be made once per calendar year. The employee must sign a waiver agreement, provided by the Employer. In the event the employee waives insurance coverage, the Employer shall reimburse bi-weekly at the respective family, two-person or single rate at which the employee is eligible: \$161.53 family coverage, \$138.46 two-person coverage or \$69.23 single coverage.

An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications required by the County and under the Affordable Care Act for eligibility for such payments. It is agreed by the parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine. Should insurance coverage through the secondary source terminate for any reason, the employee should notify the County Administrator within thirty (30) days and re-enroll in the County health insurance program. Failure to timely notify the County may result in the ability to re-enroll be limited to the open-enrollment period.

It is the understanding of both the Union and the Employer that compensation in lieu of health insurance is not available to spouses who are both employed by the County.

~~Employees that waive coverage have the right to rejoin with no waiting period if they are no longer covered by the other insurance source.~~

In situations where a bargaining unit member's spouse is a full-time employee of Benzie County within this bargaining unit, said employees shall decide which employee receives "primary" coverage and which employee receives "dependent" coverage. Failure by the employee(s) to make a selection within 30 days shall result in the automatic designation of the more senior employee as "primary".

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

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

18.3: The parties of this Agreement agree that the County will provide Hospitalization Insurance – Medical Insurance Coverage equivalent to the options listed in Section 18.1 throughout the term of this contract.

The parties further agree that a health insurance exploratory committee, consisting of representatives of the Employer and Union Bargaining Unit, will be formed for the purpose of investigating medical insurance alternatives. The committee will meet at least ninety (90) days prior to the expiration of the then current medical insurance contract year.

18.4: Employees who retire after the effective date of this Agreement may remain in the Employer's Hospitalization Insurance program provided to active bargaining unit employees provided the retiree pays the premium as required by the Employer.

The parties of this Agreement agree to investigate implementing a Health Care Savings Program as an avenue to save for the cost of post-employment health care.

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

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

ARTICLE XIX
SCHOOLS AND TRAINING

19.1: Schools and Training. All school courses and training programs made available to the employees shall be posted ten (10) days in advance of the commencement date, if possible. Any employee desiring to attend such schools or training programs may indicate in writing to the Director within three (3) days after the posting. The Director, based on the needs of the department, shall make the determination of the number of personnel and the selection of personnel.

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

ARTICLE XX
NO STRIKE - NO LOCKOUT

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

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

ARTICLE XXI
SAFETY AND EQUIPMENT

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

inspected and repaired by qualified technicians. All repairs involving safety issues shall be made by individuals/agencies certified to make such repairs before being placed back in service.

ARTICLE XXII
WORKERS' COMPENSATION

22.1: Each employee will be covered by the applicable worker's compensation laws and the Employer further agrees that an employee, if eligible for worker's compensation benefits, will receive, in addition to his worker's compensation benefits, an amount to be paid by the Employer sufficient to make up the difference between the worker's compensation benefits received and his/her regular weekly income base on forty hours. To receive this worker's compensation supplement, the employee shall sign over the worker's compensation check to the County. If sick or other non-working time is used to account for pay during the time worker's compensation is effective but prior to being received, that time will be reinstated upon the County receiving any worker's compensation checks covering that period. The Employer's subsidy will terminate one year following the commencement of worker's compensation benefits. There will be no loss of sick time during the period the worker's compensation covers.

ARTICLE XXIII
UNIFORMS AND EQUIPMENT

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

23.2: Footwear. The Employer agrees to reimburse each employee up to \$150.00 for one (1) pair of footwear on alternating years. Two employee groups will alternately receive the allowance with the benefit to begin October 1, 2009. The Director will approve the type of footwear for reimbursement and will maintain the schedule of when each employee receives his or her allowance.

ARTICLE XXIV
MISCELLANEOUS

24.1: Computation of Benefits. The Union shall have the right to examine the time sheets and other records pertaining to the computation of compensation for an employee who has submitted a specific grievance relative to such compensation. Other

records pertaining to a specific dispute may be examined by the Union upon specific grievance, subject to applicable laws.

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

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

24.4: First Aid Kits. The Employer will furnish a first aid kit for the Dispatch Center.

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

24.6: Past Practices. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

24.7: Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter not specifically referred to or covered by this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

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

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

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

24.11: Physical Fitness. Effective January 2007, maintenance and additional equipment purchases shall be submitted in writing to the County Administrator's office.

24.12: Emergency Financial Manager. To the extent required by MCL 423.215 (7), an Emergency Financial Manager appointed under the Local Government and School District Fiscal Accountability Act (being MCL.141.1501 *et seq*) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

ARTICLE XXV
WAGES

COMMUNICATION SPECIALIST

EFFECTIVE: Until March 31, 2014

<u>Start</u>	<u>1 – Year</u>	<u>2 – years</u>	<u>3 – Years</u>	<u>4 – Years</u>	<u>5 – Years</u>
<u>\$14.79</u>	<u>\$15.41</u>	<u>\$16.04</u>	<u>\$16.65</u>	<u>\$17.28</u>	<u>\$17.92</u>

EFFECTIVE: April 1, 2014

<u>Start</u>	<u>1 – Year</u>	<u>2 – years</u>	<u>3 – Years</u>	<u>4 – Years</u>	<u>5 – Years</u>
<u>\$14.93</u>	<u>\$15.57</u>	<u>\$16.20</u>	<u>\$16.82</u>	<u>\$17.45</u>	<u>\$18.10</u>

EFFECTIVE: October 1, 2014

<u>Start</u>	<u>1 – Year</u>	<u>2 – years</u>	<u>3 – Years</u>	<u>4 – Years</u>	<u>5 – Years</u>
<u>\$15.08</u>	<u>\$15.72</u>	<u>\$16.36</u>	<u>\$16.99</u>	<u>\$17.63</u>	<u>\$18.28</u>

EFFECTIVE: April 1, 2015

<u>Start</u>	<u>1 – Year</u>	<u>2 – years</u>	<u>3 – Years</u>	<u>4 – Years</u>	<u>5 – Years</u>
<u>\$15.23</u>	<u>\$15.88</u>	<u>\$16.52</u>	<u>\$17.16</u>	<u>\$17.80</u>	<u>\$18.46</u>

EFFECTIVE: November 14, 2016 (Date of Ratification) (2%)

<u>Start</u>	<u>1 – Year</u>	<u>2 – years</u>	<u>3 – Years</u>	<u>4 – Years</u>	<u>5 – Years</u>
<u>\$15.53</u>	<u>\$16.20</u>	<u>\$16.85</u>	<u>\$17.50</u>	<u>\$18.16</u>	<u>\$18.83</u>

EFFECTIVE: October 1, 2017 (1%)

<u>Start</u>	<u>1 – Year</u>	<u>2 – years</u>	<u>3 – Years</u>	<u>4 – Years</u>	<u>5 – Years</u>
<u>\$15.69</u>	<u>\$16.36</u>	<u>\$17.02</u>	<u>\$17.68</u>	<u>\$18.34</u>	<u>\$19.02</u>

EFFECTIVE: April 1, 2018 (1%)

Start	1 – Year	2 – years	3 – Years	4 – Years	5 – Years
\$15.85	\$16.52	\$17.19	\$17.86	\$18.52	\$19.21

[Incorporated from 2015 Amendment Agreement]

Effective October 1, 2015, an additional \$0.50 per hour shall be paid to the CTO appointed by the Director for time spent training new hires. Only one CTO per each training phase shall be paid. Payment will be made at the end of each phase of training or the trainee's separation.

ARTICLE XXVI
LONGEVITY

26.1: Longevity Payments. Employees, hired before October 1, 2011, shall receive longevity payments as a separate check on the first pay period following the anniversary date each year in accordance with the following schedule

After completion of 5 years - \$300.00
After completion of 8 years - \$500.00
Beginning the 9th year of service, \$30.00 shall be added for each additional year of service.

Employees hired on or after October 1, 2011, are not eligible for longevity.

ARTICLE XXVII
PENSION

27.1: Pension Plan. The current pension plan is the Michigan Municipal Employees Retirement Plan of the State of Michigan (MERS).

The benefit level for employees hired before October 1, 2011, is MERS B-4 with V-8 and 25 years with no age.

The benefit level for employees hired on or after October 1, 2011, is MERS B-2, F-55/25 waiver, and 10-year vesting.

27.2: Pension Contributions. The County shall pay the employees' contributions to said pension system (MERS). The employees have elected to purchase a pension improvement from level B-3 to level B-4 through bi-weekly pre-tax payroll deductions.

Effective October 1, 2013, employees shall contribute an additional 0.63% over the 2012 contribution (1.84%) for a total contribution of 2.47%. Effective October 1, 2014, employees shall contribute an additional 0.7% [total increased contribution of 1.33% over the 2012 contribution (1.84%)] for a total contribution of 3.17%. Effective

November 1, 2016, employee shall contribute a total contribution of 6% by payroll deduction.

~~27.3: Pension Improvement. During the life of this agreement, employees, by a simple majority vote, may elect as a group to purchase the E-2 pension improvement.~~

ARTICLE XXVIII MEDICAL EXAMS

28.1: Medical Exams. The County may require a physical and/or psychological exam by a physician or psychologist, at the Employer's expense, to determine the employee's ability to perform his/her regular duties if the Director has a reasonable basis to question the ability. The employee may obtain a second opinion, at the employee's expense, and in the event that there is a dispute between the Employer's physician and the employee's physician, both of these physicians shall select a third physician whose decision shall be final and binding on the parties. The expense of the third physician's opinion shall be split 50/50 by the Employer and the employee, if not covered by the employee's insurance.

ARTICLE XXIX OUTSIDE EMPLOYMENT

29.1: While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations. In no case shall outside or supplemental employment conflict with, or impair an employee's responsibilities to the Employer.

Any employee desiring to participate in outside or supplemental employment must obtain permission of the Director in writing prior to engaging in outside or supplemental employment. The following guidelines shall be applicable to all employees engaged in outside or supplemental employment.

Employees engaged in outside or supplemental employment shall:

- A. Not use Employer facilities as a source of referral for customers or clients.
- B. Not be engaged in during the employee's regularly scheduling working hours.
- C. Not use the name of the Employer as a reference or credential in advertising or soliciting customers or clients.
- D. Not use Employer supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.
- E. Maintain a clear separation of outside or supplemental employment from activities performed for the Employer.

- F. Not cause any incompatibility, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the employee's duties.

The Employer shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.

ARTICLE XXX
DURATION

30.1: Termination. This Agreement shall be deemed to have become effective the 1st day of October, ~~2013-2016~~, and shall remain in force and effect up to and including September 30, ~~2016~~2018.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, ~~2013~~2016.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

BENZIE COUNTY BOARD OF
COMMISSIONERS

Jim Cross, Business Agent

Roger Griner, Chairman

BENZIE COUNTY DISPATCH
ASSOCIATION

President

Secretary/Treasurer

DRAFT COPY – 11/10/2016

AGREEMENT

Between

COUNTY OF BENZIE

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN
(POAM)
(CORRECTIONS UNIT)

Effective October 1, ~~2013~~2016 to September 30, ~~2015~~2018

RECEIVED

NOV 10 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

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AGREEMENT

THIS AGREEMENT, effective October 1, ~~2013~~2016, by and between the BENZIE COUNTY SHERIFF and the BOARD OF COMMISSIONERS, located at Beulah, Michigan, party of the first part and hereinafter termed the "Employer," and the POLICE OFFICERS ASSOCIATION OF MICHIGAN - POAM, located at 27056 Joy Road, Redford, Michigan, 48239-1949, party of the second part hereinafter called the "Union".

Ratification. That the agreed contract shall become a binding contract when executed by the respective parties. Prior to the execution of the contract by the chairperson of the Benzie County Board of Commissioners, this contract must be ratified and approved by the Benzie County Board of Commissioners by a formal resolution.

ARTICLE I PURPOSE AND INTENT

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

ARTICLE II RECOGNITION

2.1: Collective Bargaining Unit. The Employer recognizes the Police Officers Association of Michigan (POAM) as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended, for:

All Full-time and Regular Part-time Corrections Officers and Court Officers/Zero Tolerance Officer of the Employer, EXCLUDING the Sheriff, Undersheriff, Lieutenants, Sergeants, Corporals, Lead Dispatcher, Deputies, Dispatchers, Part-time/Part-year Recreational (Marine/Snowmobile) Marine Deputies, Matrons and Managerial, Supervisory, Confidential, Temporary, and Seasonal employees, MCOLES

certified animal control officers and MCOLES certified court officers/zero tolerance officers.

2.2: Definition of Employees. The terms “employee” and “employees”, when used in this Agreement, shall refer to and include only those regular full-time employees and regular part-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Section 2.1. For purposes of this Agreement, the following definitions shall be applicable:

- A. Full-Time Employees. Employees regularly scheduled on a permanent basis to work forty (40) or more hours per week shall be considered as regular, full-time employees.
- B. Regular Part-Time Employees. Employees who are, at the time of hiring designated as permanent and regularly scheduled to work less than forty (40) hours, but more than twenty (20) hours per week, shall be classified as regular, part-time employees.
- C. “County” shall mean Benzie County, Michigan.
- D. “Sheriff” shall mean the duly elected sheriff of Benzie County.
- E. “Employer” shall mean the Sheriff and the County.
- F. “Union” shall mean the Police Officers Association of Michigan (POAM), whose address is 27056 Joy Road, Redford, MI 48239.
- G. “Association” shall mean the Benzie County Corrections Officers Association.
- H. “Employee” shall mean all employees of the bargaining unit.
- I. “He” or “she” when used shall include both genders.
- J. “Bargaining committee” or “committee” shall mean a committee elected by the Association in conjunction with the Union.
- K. “Stewards” shall mean representatives elected by the corrections unit to represent employees.
- L. “Internal investigation” shall mean an investigation conducted by the Sheriff and/or such other person so designated by the Sheriff of

an employee for the violation of any criminal or civil laws of the United States, the State of Michigan, the County of Benzie, or any other local law.

ARTICLE III UNION SECURITY

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

- A. Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.
- B. For present regular employees, voluntary payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later. For new employees, the voluntary payment shall start thirty-one (31) days following the date of employment.
- C. The Union agrees that in the event of any and all claims, liability or litigation against the Employer, its agents or employees, arising out of this provision, the Union will defend, indemnify and hold harmless the Employer, its agents and employees for any monetary award, costs or less arising out of such litigation.

ARTICLE IV
DUES DEDUCTION

4.1: Checkoff Authorization Form. During the life of this Agreement, the Employer agrees to deduct the regular payment of the current rate of monthly Union dues and initiation fees or service fees, as established by the Police Officers Association of Michigan, from the pay of each employee who voluntarily executes and files with the Employer a proper check-off authorization form. The following check-off authorization form shall be used exclusively and shall be supplied by the Union:

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

TO _____
Name of Employer Department

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

Employee's Signature Street Address

City and State

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

4.3: Deductions. Deductions for dues, initiation and service fees for any calendar month shall be made from the first (1st) pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or service fees. In the event an employee is absent from work during the first (1st) pay period, such deduction shall

be made from the first (1st) period of the following month together with the deduction for the current month. Deductions for any calendar month shall be remitted to the designated financial officer of the Union not later than the fifteenth (15th) day of each month.

4.4: Duplicate Payments. In cases where a deduction is made which duplicates a payment already made to the Union by the employee, refunds to the employee will be made by the Union.

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

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

4.7: Termination of Employment. The Employer shall not be responsible for Union dues or service fees after an employee's employment relationship with the Employer has ended.

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

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

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

ARTICLE V REPRESENTATION

5.1: Stewards. The Employer agrees to recognize one (1) steward elected or appointed by the Union from among employees in the bargaining unit with one or more

years of seniority for the purpose of processing grievances, and/or recognizing non-employee representatives. An alternate steward will be recognized by the Employer when the regular steward is absent from work. The Union agrees that the steward will not let his stewardship interfere with his duties or the operations of the Sheriff's Department, and the Employer agrees to give the steward reasonable time and access to other officers to fulfill his obligations hereunder. The Union will be allowed to have one representative attend to required Union business and be paid up to 40 hours straight time in additional wages a year. The authority of the steward and alternate so elected by the local union shall be limited to, and shall not exceed, the following duties and activities:

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

The local President shall serve as the steward and the local Vice President shall serve as the alternate steward.

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

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

5.4: Special Conferences. For important matters of mutual concern not being processed as a grievance under this Agreement a special conference will be arranged between the Employer, steward, and POAM and any outside parties requested to attend. Arrangements for such conferences shall be made in advance and shall be

limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to in any way, modify, add to or detract from the provisions of this Agreement.

ARTICLE VI MANAGEMENT RIGHTS

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

6.2: Separation of the Term Employer When Necessary. In sections of the contract wherever the authority and obligation for performance is that of the Sheriff, the term "Sheriff" shall be used in place of "Employer".

ARTICLE VII GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

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

Notwithstanding the provisions above, in the case of a grievance involving a discharge, suspension without pay, or a lay-off, the time limits in steps 1, 2 and 3 shall be five (5) days instead of ten (10) days.

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

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

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

7.5: Grievance Resolution. All grievances which are satisfactorily resolved at the first (1st) and second (2nd) step of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the County Board of Commissioners at its next regularly scheduled monthly meeting before they are binding on the Employer. The time limits set forth in Step 1 and Step 2 of the Grievance Procedure shall be stayed during the period in which such grievance resolutions are

referred to the County Board of Commissioners under this section. If the resolution of the grievance is disallowed by the County Board of Commissioners, the Union shall have five (5) days following receipt by the Steward of notice of the County Board of Commissioners' action to resubmit the grievance at the arbitration step in the Grievance Procedure held prior to such disallowance. If the grievance is not resubmitted in a timely fashion, it shall be deemed to be withdrawn by the Union.

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

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

ARTICLE VIII SENIORITY

8.1: Seniority Definition. Seniority shall be defined as the length of the employee's full-time continuous service with the Sheriff's Department commencing from his last date of hire. Seniority within the bargaining unit will also exist and be defined from the time the individual entered the bargaining unit. Seniority within the bargaining unit will be the basis for considerations such as shift picks, vacation picks, overtime, personal time or other days off as they are applicable and layoff and recall. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

- A. All full-time and regular part-time employees shall serve an original probationary period of 2080 hours of service, during which time they will be termed "probationary employees."

- B. The Union shall represent probationary employees for the purpose of collective bargaining, however, probationary employees may be terminated at any time during the probation period by the Employer, in its sole discretion, and neither the employee nor the Union shall have recourse to the grievance procedure beyond Step 2 over such termination.
- C. Employees who apply and are selected for employment in another bargaining unit of the sheriff department will be considered as a new employee within that bargaining unit but will retain seniority with the county for accumulation of vacation eligibility, longevity pay, vesting and other applicable considerations as they pertain to length of service.
- D. Employees who apply and are selected for a position in another division of a higher wage classification shall be placed on the wage schedule at a rate that is equal to or greater than the currently held position. Employees who apply and are selected for a position in a lower wage classification shall be placed on the wage schedule at the rate that reflects the employee's total years of continuous service.

8.2: Seniority. The seniority of a full-time employee shall commence from the last date of hire, provided the employee has successfully completed his/her probationary period which is mutually agreed upon between the Union and the Employer or as provided by this Agreement. An employee shall forfeit seniority and employment for the following reasons:

- A. If he/she resigns, quits or retires.
- B. If he/she is discharged or terminated and the termination or discharge is not reversed.
- C. If he/she has been on layoff status and not employed by the County for a period of time equal to his/her seniority or two (2) years, whichever is less.
- D. If he/she is absent from work for four (4) consecutive working days without authorization from the Employer.
- E. If he/she fails to return to work on the required date from a leave of absence, vacation or disciplinary suspension. In case of an

emergency, up to a seventy-two (72) hour grace period may be allowed.

- F. If he/she is convicted of a felony or pleads guilty or nolo contendere, or to a misdemeanor punishable by one (1) year or more of imprisonment.
- G. If he/she makes an intentional false statement on his/her employment application or on any official police report relating to law enforcement functions (e.g. warrants, complaints and similar documents).
- H. If he/she fails to report for work within ten (10) days following notification of recall from layoff sent by certified mail, return receipt requested, to his/her last known address.
- I. If he/she has been on sick leave for a period of time in excess of all accumulated sick, vacation and other credited benefit time.
- J. If a settlement with the employee has been made for total disability.

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

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

ARTICLE IX PROBATION

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

9.2: Representation. Until an employee has completed the probationary period, he/she may be disciplined, laid off, recalled, terminated or discharged at the

Employer's discretion without regard to the provisions of this Agreement and without recourse beyond Step 2 of the grievance procedure. The Union may represent probationary employees with regard to wages, hours and working conditions, but shall not represent the employees for any of the aforementioned issues. There shall be no seniority among probationary employees.

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

ARTICLE X DISCHARGE, DEMOTION AND DISCIPLINE

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

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

10.3: Discussion of Discipline, Discharge or Demotion. A discharged or demoted non-probationary employee will be allowed to discuss his discharge or demotion with the steward, so long as such discussion does not interfere with his assigned duties, and the Employer will provide a suitable room, on or off the premises, where they may meet. Upon request, the Employer or his designated representative will discuss the discharge or demotion with the non-probationary employee and the steward. Any non-probationary employee may request the presence of the union steward in any conference in which the Employer intends to impose discipline. Any conference with a non-probationary employee to impose such discipline will be adjourned at the request of the employee until the steward is available to join the conference.

10.4: Appeal of Discipline, Discharge or Demotion. Should the discharged or demoted non-probationary employee consider the discharge or demotion to be improper, a complaint shall be presented in writing through the steward to the Employer

within two (2) regularly scheduled working days of the discharge or demotion. The Employer will review the discharge or demotion and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the non-probationary employee, the matter shall be referred to Step 3 of the grievance procedure.

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

10.6: Statements. The Employer, as a condition of employment, shall not require any employee to make any statements, oral or written, which could lead to discipline or discharge of that employee.

ARTICLE XI LAYOFF AND RECALL

11.1: Layoff. In the event of any reduction of personnel is made, as determined by the Employer, layoff shall be by classification within the Department, with temporary employees being laid off first. Thereafter, part-time employees and, if necessary, full-time employees with the least seniority in that classification shall be laid off, provided that the remaining employees with more seniority in the classification are qualified to perform the work.

11.2: Bumping. Upon being laid off from his/her classification, an employee may bump lower seniority employees within the bargaining unit under the following conditions:

- A. The bumping employee cannot move into a position of a higher salary grade.
- B. The bumping employee must have more departmental seniority than the employee in the position who is being bumped.
- C. The bumping employee must possess the necessary skill, experience and certifications which will qualify the employee to perform the work. The necessary "Skill, experience and

certification” shall be determined by the required qualifications as listed in the job description. If a laid off employee does not have the required certification at the time of layoff, he/she may, at his/her own expense and on his/her own time, acquire such certification. Upon attainment of the required certification, he/she may exercise his/her seniority rights and return to employment in the lower paying classification.

- D. The bumping shall not apply in temporary cases of layoff which do not exceed ten (10) working days.

An employee wishing to exercise their bumping rights must inform the Sheriff of his/her decision to bump within three (3) days from the date of receipt of the layoff notification. Employees who exercise their bumping rights shall then receive the rate of pay of the classification into which he/she has bumped. The bumped employee shall have the same bumping rights as the laid off employee, seniority permitting.

11.3: Recall. The last employee laid off in a classification shall be the first employee recalled, provided the employee is qualified to fill the open position. Notification of recall may be made by telephone and shall be followed by certified mail delivered to the employee's last known address. An employee shall respond to the certified notice of recall within forty-eight (48) hours of the receipt thereof. If an employee fails to respond to a notice of recall within forty-eight (48) hours of receipt thereof, the Employer shall assume that the employee has voluntarily quit. An employee that retains seniority rights shall have recall rights up to four (4) years following the original layoff.

11.4: Return to Unit by Layoff. In the event of layoffs by classification, members of the Command Officers Association of Michigan (COAM) corrections sergeants only, who are laid off shall be allowed to return to the POAM unit and to exercise their bumping rights, provided they have enough Departmental seniority to displace another employee.

11.5: Benefits. Employees who are laid off shall not be entitled to any benefits extended pursuant to this Agreement, nor shall seniority accrue during such layoff period. However, employees on layoff status may continue their health insurance to the extent permitted by Federal law, provided the employee pays the premium for such insurance in advance, and, provided continued coverage is permitted by the insurance carrier.

11.6: Vacation Use. In the event of layoff, an employee may use accumulated vacation leave prior to receipt of unemployment compensation, provided the employee is entitled to the same.

11.7: Layoff Alternatives.

- A. Voluntary Layoffs. When faced with a layoff, the Employer may, at its sole option, prior to enactment of the above layoff provisions, solicit voluntary layoffs from members in the bargaining unit. An employee electing a voluntary layoff shall not have the right, at a later date, to rescind the election and return to work. His/her sole right to return to work shall be pursuant to the recall provisions in section 11.3 of this article.

ARTICLE XII
VACANCIES AND TRANSFER

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

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

ARTICLE XIII
PROMOTIONS

13.1: Promotions. Promotional opportunities for full-time employees within the bargaining unit will be posted for a minimum period of six (6) days and employees desiring to be considered for such promotions shall advise the Sheriff in writing. To be considered for promotion an employee must have a minimum of three (3) years within the corrections classification. Written examinations, oral interviews, and performance evaluations shall comprise the elements of the testing procedure. A minimum passing score for the written examination will be seventy (70%) percent. Applicants must pass the written examination in order to proceed to the remaining testing phase.

Written examination shall count fifty (50%) percent of total aggregate score

Oral examination shall count forty (40%) percent of total aggregate score.

Performance evaluation shall count ten (10%) percent of total aggregate score.

The Sheriff will have the right to pick between the top two (2) candidates. A promotion list will be in effect for one (1) year after it has been established. The jobs required to be posted under the provisions of the agreement shall include Corrections Sergeant and Jail Administrator.

13.2: Non-Bargaining Unit Position. In the event a unit employee is promoted to a supervisory or other non-bargaining work position and he elects on or before ninety (90) days in the new position to return to his former job in the bargaining unit, he may do so without loss of seniority or benefits. Further, in the event an employee returns to the bargaining unit after fulfilling a non-bargaining unit position beyond ninety (90) days, all seniority accumulated while in the bargaining unit shall not be lost, but such time shall not accrue during the non-bargaining work assignment. Previously accrued bargaining unit seniority shall be reinstated upon return to the bargaining unit.

13.3: Rate of Pay. An employee from the bargaining unit that is promoted to a higher bargaining unit classification shall be paid at the lowest rate of the higher classification which is at least five percent (5%) above his/her regular rate of pay prior to the promotion. The employee shall then progress up the remaining steps for the new position on an annual basis effective on the anniversary date of the promotion.

13.4: Promotional Trial Period. All promoted employees shall serve a one hundred and eighty (180) ~~ninety (90)~~ days of work trial period. Employees may be returned to their previous position at any time during the trial period by the Employer in its sole discretion, and neither the employee so assigned nor the Union shall have recourse through the grievance procedure over such reassignment. The employee may also elect to return to their former position without loss of seniority and benefits during this trial period.

ARTICLE XIV HOURS OF WORK AND OVERTIME

14.1: Work Schedule. Work schedules will be posted thirty (30) days in advance of implementation. The employees will be able to have their pick of shifts for the period of the schedule with the sequence of the picks being based on seniority. Work schedules shall not be changed except for emergencies without an agreement between management and the employee involved. For purposes of this section, emergency shall include any voluntary termination in which the employee fails to give a two (2) week

notice. A transfer to a different job on the same shift shall not constitute a change in the work schedule.

[Incorporated from 2015 Amendment Agreement]

The Employer may implement, within its discretion, on or after September 30, 2016, an 80 hour pay period schedule.

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

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

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

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

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

- A. An employee may, at his/her option, elect to be compensated at overtime rates in pay for any and all hours work that by the current collective bargaining agreement call for premium or overtime compensation rates.
- B. An employee may, at his/her option, choose in lieu of overtime payment in cash and elect to receive compensation for overtime work in compensatory time off. Such time off shall be earned and paid at overtime rates. For example, if an employee works two (2) hours of overtime, and that employee elects to receive compensation in the form of compensatory time off, that employee's compensatory time bank will be credited for three (3)

hours toward time off to be taken at a later date. An employee wishing to take time off by using accrued compensatory time must have prior approval from the department head before taking the desired time off. Compensatory time off requests shall not be unreasonably denied. Compensatory time may be accumulated to a maximum of eighty (80) hours (straight time).

14.6: Call-in Coverage. Call-in coverage shall mean vacancies that the Employer becomes aware of less than 24 hours prior to the assignment. Call-in coverage shall be offered to those employees in the affected classification that are scheduled off-duty in the order of seniority. If a replacement is not filled, the next step shall be to split the open shift between the employees working the shift before and the shift after the vacant shift. This section shall apply when filling a full shift of work. However, in the case of an emergency call-in, the closest available qualified officer will be called.

Call-in Coverage for 12 Hour Shifts.

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

14.7: Call-In Overtime. Full-time employees called in two (2) hours or more prior to the start of their regular shift or called back to work after completion of their regular shift shall be guaranteed a minimum of three (3) hours of pay at the rate of one and one-half (1-1/2) times their straight-time hourly rate, inclusive of all court appearances. Continuing work at the completion of a regular shift shall not constitute call-in. Call-in assignments shall be made on the basis of the seniority of the off duty personnel.

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

14.9: Shift Differential. Full-time employees who do not work a 12 hour shift will be paid a differential of twenty-five cents (\$0.25) per hour for all hours worked between 3:00 p.m. and 11:00 p.m. and a differential of fifty cents (\$0.50) per hour for all hours worked between 11:00 p.m. and 7:00 a.m. Employees working a 12 hour night shift will be paid a differential of thirty-eight cents (\$0.38) per hour for all hours worked during the night shift. For purposes of computing overtime pay the shift premium is not part of the base rate of pay. When a POAM member is assigned to the Zero Tolerance/Court Officer position the hours of work will be scheduled by management in order to accomplish the service demands placed upon the position and the position is exempt from the shift differential.

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

14.11: Supervisors. Supervisors may perform POAM bargaining unit work, however, if overtime including split shifts is available to perform POAM unit work, then qualified POAM bargaining unit employees shall be afforded the assignment first.

14.12: Filling Scheduled Vacancies. When vacancies occur in the schedule that the Employer intends to fill that the Employer becomes aware of more than 24 hours prior to the assignment and for vacancies created to grant employees personal leave, holiday or vacation time off, the vacancy may be first offered to qualified part-time employees.

If vacancies cannot be filled by part-time employees, the call-in sheet shall be used to fill the vacancy. If a replacement is not found, the next step shall be to split an open shift between employees working the shift before and the shift after the vacant shift.

ARTICLE XV LEAVES OF ABSENCE

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

for extension must be secured from the Employer. All sick time, vacation time, and personal leave must be used prior to obtaining personal leave without pay.

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

15.3: Seniority During Leaves of Absence. During the period of absence, the employee shall not engage in gainful employment in the same type of work in classifications covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights or discharge for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights unless the sick or injured employee's employment is terminated.

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

15.5: Sick Leave.

- A. Sick leave days shall be used for actual sickness, sickness in the immediate family of the employee or documented medical appointments.
- B. All full-time employees covered by this agreement shall be credited with sixty-four (64) hours of paid sick leave on January 1 of each year. For new employees, the number of paid leave hours credited will be prorated according to the number of months remaining in the calendar year. Employees hired before July 1, 1995 may accumulate in excess of four hundred eighty (480) hours, and upon employee option, hours in excess of four hundred eighty (480) hours may be converted to vacation hours at two (2) for one (1) ratio provided that the employee will not convert more than ninety-six (96) hours to forty-eight (48) vacation hours in any one year. Employees hired after June 30, 1995 shall accumulate up to four hundred eighty (480) hours sick leave.

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

- C. In the event sick leave time exceeds three (3) days, the Employer may request a certificate from the employee's physician. In cases of suspected abuse, a request may be made in less than three (3) days absence.

- D. The employee may elect annually to cash in at their then effective rate of up to eighty (80) hours of sick leave providing that a minimum balance of sixty-four (64) accumulated sick hours are maintained. The election shall be made each December 1 and shall be paid that month.
- E. An employee who terminates or is terminated from his/her employment and where necessary provides two (2) weeks written notice shall be paid for their accumulated sick leave up to fifteen (15) days at fifty percent (50%) of their regular pay.
- F. An employee who retires or dies while employed shall be paid in full for accumulated sick leave. Upon the death of the employee, the employee's designated next of kin will receive payment for unused sick leave.
- G. Employees will be paid sick pay based on their regular pay classification at the time when the sick leave was taken.
- H. Short/Long Term Disability.
 - 1. Length of Benefit. The Employer shall provide and pay the full premiums for short term and long term sickness and accident insurance for all full-time employees covered by this contract. The employee who is eligible shall receive, on short-term disability, 66-2/3% of their normal weekly straight time wages for the first ninety (90) days. These benefits are subject to taxes under current IRS rulings.

The eligible employee shall receive, on long term disability, 60% of their normal weekly straight time wages starting on the ninety-first (91st) day of disability to age sixty-five (65). These benefits are also subject to tax under current IRS rulings.
 - 2. Eligibility. Non-duty sickness and accident benefits shall be payable from the first (1st) day of disability due to accident and from the eighth (8th) day of illness. Employee may use sick time to cover leave time until benefits begin. Employees shall not be eligible for S/A benefits for any period of disability for which they are eligible for and receiving benefits under a disability retirement plan, the Social Security Act or

Workers' Compensation. The parties expressly agree that the determination as to eligibility for benefits shall be governed by the terms of the respective short term and long term disability insurance policies and the insurance carrier's determination in these areas shall be controlling. Benefits shall end when the employee is eligible for social security.

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

Health Care. The County will agree to pay health insurance for up to twelve (12) months if an employee is on short/long term insurance. The twelve (12) month maximum is inclusive of FMLA leave time.

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

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

Safety Net. This provision is intended to be used in the event a dispute occurs over whether an employee is experiencing a disabling condition and/or whether the condition is work related or non-work related. It is understood that both parties, the Employer and the employee, must agree that a disability exists for which compensation will be paid before payment to the employee will be advanced in the form of the value of the lesser benefit until the employee is receiving

one or the other benefit through sick and accident insurance or Workers' Compensation payments. Upon the employee receiving a benefit they shall reimburse the Employer the appropriate amount by signing over the appropriate check or, in the case of underpayment, the Employer will make them whole according to the relevant contract provisions.

5. Workers' Compensation First Week. When an employee becomes injured or ill on the job so as to qualify for Workers' Disability Compensation and such injury or illness is of seven (7) days or less and is of insufficient duration to trigger the payment of Workers' Compensation payments, the Employer agrees to compensate the employee for any lost pay or benefits resulting from the work-related injury or illness. This coverage shall be limited to the areas of: auto accidents, assaults, attempted rescues/assists.
6. Payment in Lieu of Health Care. The County will agree to continue to pay employees who are receiving pay in lieu of health care who are on short/long term insurance for up to twelve (12) months.

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

ARTICLE XVI

HOLIDAYS

16.1: Recognized Holidays. All regular full-time employees will be credited with eighty (80) hours of future holiday leave as of January 2002, with new employees being prorated based on the date of hire.

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

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

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

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

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

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

ARTICLE XVII VACATIONS

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

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

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

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

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

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

ARTICLE XVIII INSURANCES

18.1: Hospitalization - Medical Coverage.

- A. Health insurance. Bargaining unit members and their dependents shall receive the same health insurance and under the same terms and conditions as non-union employees.
- B. Dental and Vision Insurance. The County agrees to provide dental insurance coverage for full-time employees and their dependents equivalent or better than 100-80-50-1000. The County also agrees to provide vision insurance for full-time employees and their dependents equivalent to VSP 24/12/12.

- C. Contingency Rider. If an employee qualifies to elect a contingency rider, the employee will pay ten percent of the monthly cost of that rider.

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

An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications required by the County and under the Affordable Care Act for eligibility for such payments. It is agreed by the parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine. Should insurance coverage through the secondary source terminate for any reason, the employee should notify the County Administrator within thirty (30) days and re-enroll in the County health insurance program. Failure to timely notify the County may result in the ability to re-enroll be limited to the open-enrollment period.

It is the understanding of both the Union and the Employer that compensation in lieu of health insurance is not available to spouses who are both employed by the County.

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

In situations where a bargaining unit member's spouse is a full-time employee of Benzie County within this bargaining unit, said employees shall decide

which employee receives “primary” coverage and which employee receives “dependent” coverage. Failure by the employee(s) to make a selection within 30 days shall result in the automatic designation of the more senior employee as “primary.”

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

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

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

18.4: Life Insurance. Effective January 1, 2004, the Employer agrees to pay the full cost for a twenty-five thousand dollar (\$25,000.00) life insurance policy for all employees with accidental death and dismemberment. Employees can buy supplemental insurance through the FLEX program.

18.5: Liability Insurance. The Employer agrees to notify the Union if it is changing from its liability coverage with its current carrier, and if such change occurs, the Union may request to negotiate regarding the same.

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

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

ARTICLE XIX SCHOOLS AND TRAINING

19.1: Schools and Training. All school courses and training programs made available to the employees shall be posted ten (10) days in advance of the commencement date, if possible. Any employee desiring to attend such schools or training programs may indicate in writing to the Sheriff within three (3) days after the

posting. The determination of the number of personnel and the selection of personnel shall be made by the Sheriff, based on the needs of the department.

19.2: Travel Time. In the event a full-time employee is required to travel to training at a location outside of a County not contiguous with Benzie County, at a time outside of their regular work schedule, they shall receive compensatory time at the appropriate rate for such travel time. If an employee is required to use their personal vehicle to travel on behalf of the Employer they shall be paid starting from Sheriff's Department, at the rate per mile established by the County policy.

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

ARTICLE XX NO STRIKE - NO LOCKOUT

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

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

ARTICLE XXI SAFETY AND EQUIPMENT

21.1: Safety and Equipment. The Union agrees to cooperate with the Sheriff in maintaining the premises and equipment. The Union further agrees to follow all safety rules and practices. It shall be the obligation of each employee to report any defects in

equipment no later than the end of his shift. The Sheriff or his representative will inspect any equipment reported to be defective as soon as possible and promptly cause necessary repairs to be made.

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

ARTICLE XXII WORKERS' COMPENSATION

22.1: Each employee will be covered by the applicable worker's compensation laws and the Employer further agrees that an employee, if eligible for worker's compensation benefits, will receive, in addition to his worker's compensation benefits, an amount to be paid by the Employer sufficient to make up the difference between the worker's compensation benefits received and his/her regular weekly income base on forty hours. To receive this worker's compensation supplement, the employee shall sign over the worker's compensation check to the County. If sick or other non-working time is used to account for pay during the time worker's compensation is effective but prior to being received, that time will be reinstated upon the County receiving any worker's compensation checks covering that period. The Employer's subsidy will terminate one year following the commencement of worker's compensation benefits. There will be no loss of sick time during the period the worker's compensation covers.

ARTICLE XXIII MEALS

23.1: Meal Allowance. Employees holding the classification of corrections officer shall be entitled to meals the same as provided to inmates, during their shift hours. Midnight corrections officers shall be entitled to a sack lunch as provided by the contracted meal service.

ARTICLE XXIV
UNIFORMS AND EQUIPMENT

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

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

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

ARTICLE XXV
MISCELLANEOUS

25.1: Computation of Benefits. The Union shall have the right to examine the time sheets and other records pertaining to the computation of compensation for an employee who has submitted a specific grievance relative to such compensation. Other records pertaining to a specific dispute may be examined by the Union upon specific grievance, subject to applicable laws.

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

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

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

25.5: First Aid Kits. The Employer will furnish first aid kits for each transport vehicle.

25.6: Prisoner Transport. ~~Corrections Division employees shall have preference for the transporting of prisoners. All transports considered "investigative" in nature will be assigned at the discretion of the Sheriff, or his designee who may not be bargaining unit employees. All prisoners considered dangerous, or transports in excess of one hundred (100) miles shall be transported by two certified officers. Transports beginning outside the State of Michigan shall be assigned or contracted at the sole discretion of the Sheriff, or his designee who may not be bargaining unit employees. In the event bargaining unit employees are utilized to transport prisoners, all prisoners that are considered dangerous shall be transported by two (2) employees. When any prisoner is transported in excess of one hundred (100) miles by unit employees, the transport shall be made by two (2) employees. It is recognized by the parties that any member of the collective bargaining unit may be utilized for prisoner transports. It is also expressly recognized by the parties that nothing in this Subsection shall be deemed to limit the right of the Sheriff to have prisoners transported by other non-bargaining unit persons. Including, but not limited to, the Sheriff, the Undersheriff, Departmental Correction's Officers, and other law enforcement agencies.~~

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

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

25.9: Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter not specifically referred to or covered by this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

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

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

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

ARTICLE XXVI WAGES

26.1:

Effective Until March 31, 2014

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>6 Years</u>
Corr/ACO	\$15.47	\$16.49	\$17.07	\$17.65	\$18.23	\$18.81	\$19.38
ZTO Court							

Effective April 1, 2014

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>6 Years</u>
Corr/ACO	\$15.63	\$16.66	\$17.24	\$17.83	\$18.41	\$18.99	19.58
ZTO Court							

Effective October 1, 2014

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>6 Years</u>
Corr/ACO	\$15.78	\$16.82	\$17.41	\$18.01	\$18.60	\$19.18	\$19.77
ZTO Court							

Effective April 1, 2015

	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
Corr/ACO	\$15.94	\$16.99	\$17.59	\$18.19	\$18.78	\$19.38	\$19.97
ZTO-Court							

Effective November 14, 2016 (Date of Ratification) (2%):

	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
Corr/ACO	\$16.26	\$17.33	\$17.94	\$18.55	\$19.16	\$19.77	\$20.37
ZTO-Court							

Effective October 1, 2017 (1%):

	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
Corr/ACO	\$16.42	\$17.50	\$18.12	\$18.74	\$19.35	\$19.97	\$20.57
ZTO-Court							

Effective April 1, 2018 (1%):

	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
Corr/ACO	\$16.58	\$17.68	\$18.30	\$18.93	\$19.54	\$20.17	\$20.78
ZTO-Court							

ARTICLE XXVII LONGEVITY

27.1: Longevity Payments. Full-time employees shall receive longevity payments as a separate check on the first pay period following the anniversary date each year in accordance with the following schedule:

- After completion of 5 years - \$300.00
- After completion of 8 years - \$500.00
- Beginning the 9th year of service, \$30.00 shall be added for each additional year of service.

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

ARTICLE XXVIII
PENSION

28.1: Pension Contributions. The County shall pay the employees' contributions to said pension system (MERS). MERS will defer to the County to make a policy and the County may not want to include part-time accrued time in the future.

28.2: For employees hired before October 1, 2011, the pension plan is the Michigan Municipal Employees Retirement Plan of the State of Michigan (MERS). The current benefit level is B-3 with the group buying up to the B-4 level with V-8 and 25 years with no age.

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

Effective October 1, 2013, employees shall contribute an additional 0.63% over the 2012 contribution (1.84%) for a total contribution of 2.47%. Effective October 1, 2014, employees shall contribute ~~an~~ an additional 0.7% [total increased contribution of 1.33% over the 2012 contribution (1.84%)] for a total contribution of 3.17%. Effective November 1, 2016, employee shall contribute a total contribution of 6% by payroll deduction.

~~28.3: Pension Level. During the life of this Agreement employees, by a simple majority vote, may elect as a group to purchase a pension improvement E-2.~~

ARTICLE XXIX
MEDICAL EXAMS

29.1: Medical Exams. The Sheriff's Department may require a physical and/or psychological exam by a physician or psychologist, at the Employer's expense, to determine the employee's ability to perform his/her regular duties if the Sheriff has a reasonable basis to question the ability. The employee may obtain a second opinion, at the employee's expense, and in the event that there is a dispute between the Employer's physician and the employee's physician, both of these physicians shall select a third physician whose decision shall be final and binding on the parties. The expense of the third physician's opinion shall be split 50/50 by the Employer and the employee, if not covered by the employee's insurance.

ARTICLE XXX
DURATION

30.1: Termination. This Agreement shall be deemed to have become effective the 1st day of October, ~~2013~~2016 and shall remain in force and effect up to and including September 30, ~~2015~~2018.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, ~~2013~~2016.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

BENZIE COUNTY SHERIFF

Jim Cross, Business Agent

Ted Schendel, Sheriff

BENZIE COUNTY CORRECTIONS
OFFICERS ASSOCIATION

BENZIE COUNTY BOARD OF
COMMISSIONERS

President

Roger Griner, Chair

Vice President

Dawn Olney

From: Maridee Cutler
Sent: Tuesday, November 08, 2016 2:13 PM
To: Dawn Olney
Cc: Mitch Deisch; Ted Schendel; Kyle Rosa
Subject: FW: Sheriff's Department Vehicle Financing
Attachments: GOVERNMENTAL LEASE - 2017 Grand Caravan.pdf; GOVERNMENTAL LEASE - 2017 Dodge Charger Police AWD.pdf; GOVERNMENTAL LEASE - 2017 Dodge Journey.pdf

Dawn,

Could you please add this to the board packet?

Attached are the three lease agreements for the vehicles that the Sheriff's Department is purchasing. The purchase of the three vehicles has already been recommended for approval by the budget committee and subsequently approved by the BOC when they approved the budget. This is a formality that the bank is requesting.

The draft of the Governmental Lease – Purchase agreements are attached for the BOC to review, what the bank is requesting is that the Commissioners make a motion to agree to let the Chairman sign the agreements on behalf of the County. Then I can send the draft meeting minutes to the bank, and this will serve as confirmation that the Chairman can sign those agreements once the vehicles are ready to be financed.

Let me know if you have any questions.

Maridee

From: Steve G. Mitchell [mailto:stevem@myhonorbank.com]
Sent: Tuesday, November 08, 2016 1:43 PM
To: Maridee Cutler
Subject: Sheriff's Department Vehicle Financing

Hi Maridee;

Attached are draft copies of the Governmental Leases for the 3 vehicles. The only changes that will be made will be the insertion of the VIN Number for each vehicle once we receive that information, the date of the agreement and payment dates and the name and title of the individual who will sign on behalf of the county per the board minutes.

Let me know if you have any questions.

Thanks!
Steve

Steve Mitchell | Honor Bank | Commercial Lender

P.O. Box 67, Honor, MI 49640-0067 | phone: 231.639.1801 | fax: 231.639.1763 | stevem@myhonorbank.com

CONFIDENTIAL

The information contained in this communication is confidential, may constitute inside information, and is only for viewing and use of the intended recipients. If you are not an intended recipient, you are hereby notified that any use, disclosure, or copying is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender at 877-325-8031.

GOVERNMENTAL LEASE – PURCHASE AGREEMENT

AGREEMENT made this XXth day of November, 2016 by and between County of Benzie, Michigan, whose address is 448 Court Place, Beulah, Michigan 49614 (hereinafter referred to as "Lessee") and Honor Bank, whose address is P O Box 67, Honor, MI 49640 (hereinafter referred to as "Lessor"). Lessor, in reliance on Lessee's selection of the equipment described below ("Unit" or "Units"), agrees to acquire, lease, let and sell the Units to Lessee, and Lessee agrees to rent, lease, hire and purchase the Units from Lessor.

Description of Unit(s): 2017 Grand Caravan SE VIN #XXXXXXXXXXXXXX

Location of Units(s): 505 S. Michigan Ave.
Beulah, MI 49617

Loan Amount: \$14,790.00

Lease Term: Twenty Four (24) months

Payment Schedule: Two (2) annual payments of \$7,603.71 each beginning on November XX, 2017 with interest calculated on the unpaid principal balance using an interest rate of 1.85% per annum based on a year of 360 days

RECEIVED

NOV 08 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

TERMS AND CONDITIONS

SECTION 1

LEASE TERM: NON-APPROPRIATIONS

The Lease Term for each Unit shall commence on its "Delivery Date" (which is the later of the date on which (a) Lessor executes this Lease, (b) Lessor takes title to the Unit, or (c) Lessee or its agent receives possession or takes control of the Unit) and shall continue through the last day of Lessee's fiscal year in which the Delivery Date occurs and, thereafter, shall automatically be extended for successive annual periods coinciding with Lessee's fiscal years, but in no event shall the Lease Term exceed Forty eight (48) months. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for payments due under this Lease, Lessee shall immediately notify Lessor of such occurrence and this Lease shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee, except as to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. Notwithstanding the foregoing, Lessee agrees that, to the extent permitted by law, it will not cancel the Lease under the provisions of this Section 1 if any funds are appropriated to it or by it for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units for the fiscal year in which termination occurs or the next succeeding fiscal year.

SECTION 2

PAYMENTS: NET LEASE

During the Lease Term, Lessee shall pay to Lessor, at the address stated above or such other location Lessor designates in writing, rent for each Unit as stated in the attached Payment

Schedule. An amount equal to one payment for all the Units must accompany this Lease. If Lessor accepts and executes this Lease, said amount shall be applied to the first payment due. If Lessor does not execute this Lease, said amount will be returned to Lessee. If Lessor does not receive a payment on the date it is due, Lessee shall pay to Lessor, on demand, a late payment charge equal to the lesser of five percent (5%) of the payment not paid when due or the highest charge allowed by law, whichever is less. This Lease is a net lease, and Lessee shall not be entitled to any abatement or reduction of payment or any setoff against payment, whether arising by reason of any past, present or future claims of any nature by Lessee against Lessor or otherwise. Except as otherwise expressly provided herein, the obligations of Lessor and Lessee shall not be affected by a defect in, damage to, loss of possession or use of any Unit, however caused, by the attachment of any lien or other claim to any Unit, by any interference with Lessee's use of the Unit, or for any other cause, whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding.

SECTION 3

PURCHASE OF UNITS

Provided Lessee is not in default as set forth in Section 10 hereof, upon receipt by Lessor of the Forty eighth (48th) and final monthly rent payment for each Unit, Lessee shall purchase the Units for the Purchase Amount set forth on the attached Payment Schedule. Upon receipt of the Purchase Amount by Lessor, legal and equitable title shall vest in Lessee and this Agreement shall be deemed terminated.

SECTION 4

WARRANTY DISCLAIMER

Lessee acknowledges and agrees that (a) each Unit is of a size, design and make selected by Lessee, (b) each Unit is suitable for Lessee's purposes, (c) each Unit contains all safety features deemed necessary by Lessee, (d) Lessor is not the manufacturer of any Unit, (e) the vendor of any Unit is not an agent of Lessor, and (f) LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DESCRIPTION OR DURABILITY OF A UNIT OR ITS FITNESS FOR A PARTICULAR PURPOSE. Lessor assigns to Lessee, to the extent assignable, any warranties of a Unit by its manufacturer and/or vendor, provided that any action taken by Lessee by reason thereof shall be at the expense of Lessee.

SECTION 5

POSSESSION, USE AND MAINTENANCE

Lessee shall not (a) use, operate, maintain or store any Unit improperly, carelessly, unsafely or in violation of any applicable law or regulation or for any purpose other than in the conduct of Lessee's business; (b) abandon any Unit; (c) sublease any Unit, permit the use of any Unit by anyone other than Lessee, or change the location of any Unit from that specified above, without the prior written consent of Lessor, or (d) sell, assign or transfer, or directly or indirectly create or suffer to exist any lien, claim, security interest or encumbrance on any of its rights hereunder or in any Unit. Upon prior notice to Lessee, Lessor or its agent shall have the right (but not the obligation) at all reasonable times to inspect any Units and maintenance records relating thereto.

Lessee shall, at its expense and at all times during the lease term, maintain the Units in good operating order, repair and condition and shall perform maintenance at lease as frequently as set forth in any applicable operator's guide, service manual, and lubrication and maintenance guide for the Units. Lessee shall not alter any Unit or affix any accessory or equipment to any Unit if such alteration or addition would impair the original intended function or to any Unit if such alteration or addition would impair the original intended function or use or reduce the value of such Unit. Any alteration or addition to any Unit shall be the responsibility of and at the sole risk of the Lessee. All parts, accessories and equipment affixed to any Unit shall be subject to the security interest of Lessor granted hereunder.

SECTION 6

LESSEE'S REPRESENTATION AND WARRANTIES

Lessee represents and warrants to Lessor that (a) Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the state where the Units will be located; (b) Lessee has the power to enter into and perform this Lease and has taken all necessary and appropriate action to authorize the execution, delivery and performance hereof; (c) this Lease constitutes a valid and legally binding and enforceable obligation of Lessee; (d) the interest payable by lessee hereunder is excludable from income for Federal income taxation purposes pursuant to Section 103 of the Internal Revenue Code of 1965, as amended (the "Code"); and (e) Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and reasonably believes that funds can be obtained sufficient to make all payments during the term of this Lease. Lessee represents that the use of the Units is essential to Lessee's proper, efficient and economic operation. Lessee acknowledges and agrees that the payments have been calculated by Lessor assuming that the interest portion of each payment is excludable from gross income for Federal income taxation purposes. Lessee represents, warrants and covenants that: (a) Lessee will comply with the information regarding requirements of Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (b) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 146(e) of the Code; (c) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease a private activity bond within the meaning of Section 141(e) of the Code; (d) Lessee will timely pay to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Code; (e) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the payments to be or become includable in gross income for Federal income taxation purposes under the Code; and (f) Lessee will be the exclusive owner, user and operator of the Units; and (g) Lessee shall provide to Lessor an opinion of counsel substantially in the form attached hereto.

SECTION 7

TAXES

Lessee agrees to promptly pay or reimburse Lessor for all fees and taxes of any nature, together with any penalties, fines or additions to tax, or interest thereon (all of the foregoing hereafter the

"Impositions"), arising at any time prior to, during or subsequent to the Lease Term and levied by any taxing authority with respect to or in connection with any Unit, excluding, however, taxes measured by Lessor's net income (of but not excluding any net income taxes which, by the term of the statute imposing such tax, expressly relieve Lessee or Lessor from the payment of any Impositions which Lessee would otherwise be obligated to pay or reimburse). If Lessor is not entitled to a corresponding and equal deduction with respect to any Imposition which Lessee is required to pay or reimburse and such payment or reimbursement constitutes income to Lessor, then Lessee shall also pay to Lessor the amount of any Impositions which Lessor is obligated to pay in respect of (a) such payment or reimbursement by Lessee; and (b) any payment by Lessee made pursuant to this sentence. Lessee shall prepare and file, in a manner satisfactory to Lessor, any reports or returns which may be required with respect to the Units. For purposes of this Section, "Lessor" shall include any affiliated group, within the meaning of Section 1504 of the Code, of which Lessor is a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.

SECTION 8

LOSS OR DAMAGE; INSURANCE

Lessee assumes all risks and liabilities of loss, damage or Casualty Occurrence (as hereinafter defined) for any cause whatsoever, for condemnation of any Unit prior to, during or subsequent to (until the Unit is returned to Lessor pursuant to Section 11) the Lease Term, and for injury to or death of any person or damage to any property in any manner arising out of or incident to the possession, use, operation, condition or storage of the Unit. If any Unit becomes damaged, from any cause whatsoever, Lessee shall give Lessor prompt notice thereof. If Lessor reasonably determines that such damage is not irreparable, then Lessee shall, at its expense, promptly restore the Unit to the condition required by Section 5 above. If any Unit becomes worn out, lost, stolen, destroyed or irreparably damaged (as reasonably determined by Lessor) from any cause whatsoever, or taken by condemnation or otherwise (any such occurrence hereafter referred to as a "Casualty Occurrence") prior to, during or subsequent to (until the Unit is returned to Lessor pursuant to Section 11) the Lease Term, Lessee shall give Lessor prompt notice thereof. In the event of a Casualty Occurrence, Lessee shall pay to Lessor, on the earlier of (a) the first payment date following such Casualty Occurrence or (b) thirty (30) days following such Casualty Occurrence, a sum (the "Termination Value") equal to (a) the "Beginning Balance" (as specified in the attached Payment Schedule) as of the next payment due following such Casualty Occurrence, plus (b) the amount of the interest portion (as specified in the Payment Schedule) of the next payment due following such Casualty Occurrence multiplied times a fraction the numerator of which is the number of days from the later of (a) the Delivery Date of the Unit or (b) the due date of the payment immediately preceding such Casualty Occurrence until the due date of the payment due hereunder in respect to such Casualty Occurrence and the denominator of which is 360. Lessee, at its expense, shall keep each Unit insured against all risks for not less than the applicable Beginning Balance with respect to such Unit and shall maintain comprehensive public liability insurance covering each Unit for not less than \$500,000.00 for combined coverage for bodily injury and property damage. All Insurance shall (a) be in a form and with such companies as Lessor shall approve, (b) specify Lessor (or its designee) and Lessee as named insured, (c) be primary, without right of contribution from any other insurance carried by Lessor, (d) provide that such insurance may not be canceled or altered so as to affect the interest of Lessor without at least thirty (30) days' prior written notice to Lessor, and (e) name Lessor (or its designee) as loss payee and be payable solely to Lessor. Lessee agrees to notify

Lessor of any occurrence which may become the basis of an insurance claim hereunder and not to make any adjustments with insurers without Lessor's prior written consent. Lessee hereby irrevocably appoints Lessor its attorney-in-fact to receive payment of and endorse all checks and other documents and to take any other actions necessary to pursue insurance claims. Prior to the first Delivery Date of any Unit, Lessee shall deliver to Lessor satisfactory evidence of such insurance coverage.

SECTION 9

WAIVER AND INDEMNITY

Lessee hereby releases any claim now or hereafter existing against Lessor on account of, and agrees to defend, indemnify and hold Lessor harmless from, all claims of Lessee and/or third parties (including, without limitation, claims based upon strict liability in tort and for consequential damages), losses, demands liabilities, suits and judgments, and all costs or expenses in connection therewith, including attorney's fees and expenses, which may result from or arise out of the selection, purchase, delivery (including any delay in or failure of delivery), condition, use, operation, ownership, maintenance or repair of any unit prior to, during or subsequent to (until such unit is returned to Lessor pursuant to Section 11) the Lease Term as to the Unit, or which may be attributable to any defect in any unit arising from the material used thereby or from the design, manufacture or testing thereof, or from any use, maintenance or repair of any unit, regardless of when such defect shall be discovered, whether or not the unit is in the possession of Lessee and no matter where it is located.

SECTION 10

EVENTS OF DEFAULT: REMEDIES

Each of the following shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to make any payment to Lessor when due; (b) any representation or warranty of Lessee contained herein or in any document furnished to Lessor in connection herewith shall be incorrect or misleading when made; (c) Lessee shall fail to observe or perform any other covenant, agreement or warranty made by Lessee hereunder and such failure shall continue for ten (10) days after written notice thereof to Lessee; (d) Lessee shall fail to make any payment on its bonded indebtedness when due; or (e) there shall be a default by Lessee under any other agreement between Lessor and Lessee.

If any Event of Default shall occur, Lessor, at its option, may (a) proceed by appropriate court action(s) to enforce this Lease or to recover damages for the breach thereof; (b) by notice in writing to Lessee, terminate this Lease, but Lessee shall remain liable as hereinafter provided, and thereupon Lessor may, at its option do any one or more of the following: (b-1) recover forthwith from Lessee (i) any and all amounts then due under this Lease or which may have accrued to the date of such termination, (ii) as damages for loss of the bargain and not as a penalty, a sum equal to the payments due with respect to the Units during the balance of the fiscal year, and (iii) any additional damages and expenses sustained by Lessor by reason of the breach of any covenant, representation or warranty contained in this Lease other than for the payment of amounts due hereunder; (b-2) enforce the security interest given hereunder, (b-3) without notice, liability or legal process, enter upon the premises where any of the Units may be and take possession thereof, and (b-4) require Lessee to return the Units as provided in Section 11. Lessor shall have all rights given to a secured party by law. Provided Lessor receives

possession of the Units following an Event of Default, Lessor may, at its option, undertake commercially reasonable efforts to sell or re-lease the Units, and the proceeds of any such sale or re-lease shall be applied: first, to reimburse Lessor for all reasonable expenses of retaking, holding, preparing for sale or re-lease and selling or re-leasing the Units, including all taxes and reasonable attorney's fees and expenses; second, to the extent not previously paid by Lessee, to pay Lessor all amounts, except those specified below, which under the terms of this Lease are due or have accrued as of the date of Lessor's receipt of said proceeds; third, to pay all late payment charges pursuant to Section 2, hereof; and fourth to pay Lessor the applicable Termination Value with respect to the Units. Any surplus shall be paid to the person entitled thereto. Lessee shall promptly pay any deficiency to Lessor. Lessee acknowledges that sales for cash or on credit to a wholesaler, retailer or user of the Units are all commercially reasonable. Lessee agrees to pay all reasonable attorney's fees and all costs and expenses incurred by Lessor in enforcing this Lease. The remedies herein provided shall be cumulative and in addition to all other remedies at law or in equity; provided, however, Lessor shall not be entitled to recover a greater amount in damages than Lessor could have gained through Lessee's full, timely and complete performance under this Lease, plus all fees, costs and expenses incurred by Lessor in enforcing this Lease and all late payment charges pursuant to Section 2. If Lessee fails to perform any of its obligation under this Lease, Lessor may (but need not) at any time thereafter perform such obligation; and the expenses incurred in connection therewith shall be payable by Lessee upon demand.

SECTION 11

RETURN OF UNIT

Upon any termination of the term of this Lease, except for that set forth in Section 3 hereof, with respect to each Unit or if Lessor shall rightfully demand possession of any Unit, Lessee, at its expense shall forthwith deliver the Unit to Lessor, appropriately protected and in the condition required by Section 5, to the premises of a location designated by Lessor or on board such carrier as Lessor shall specify and shipping the same, freight collect, to the destination designated by Lessor. If the unit is not in the condition required by Section 5, Lessee shall pay to Lessor, on demand, all costs and expenses incurred by Lessor to bring the Unit into said condition.

SECTION 12

REPORT TO IRS

Lessee will report this Lease to the Internal Revenue Service by filing Form 8038-G, 8038-GC or 8038 whichever is applicable. Failure to do so will cause the Lease to lose its tax exempt status. Lessee agrees that if the appropriate form is not filed, the interest rate will be adjusted to an equivalent taxable interest rate.

SECTION 13

TITLE, SECURITY INTEREST AND FURTHER ASSURANCES

Provided (a) Lessee has accepted each Unit on its Delivery Date and (b) no Event of Default exists as of the Delivery Date of the Unit, title to each Unit shall vest in Lessee on the Delivery

Date of the Unit, provided, however that in the event (i) this Lease is terminated pursuant to Section 1 hereof, (ii) an Event of Default has occurred and is continuing, title to the Unit shall immediately revert in Lessor, free of any right, title and interest of Lessee, unless Lessor elects otherwise in writing. Lessee hereby grants to Lessor a continuing security interest in the Units, including all attachments, accessories and optional features (whether or not installed thereon) and all substitution, replacements, additions and accessions thereto, and all proceeds of all the foregoing, to secure the payment of all sums due. Lessee will, at its expense, do any further act and execute, acknowledge, deliver, file, register and record any further documents which Lessor may reasonably request in order to protect Lessor's security interest in the Units and Lessor's rights and benefits under this Lease.

SECTION 14
ASSIGNMENT: COUNTERPARTS

Without the prior written consent of Lessor, no assignment of this Lease or any right or obligation hereunder may be made by Lessee or any assignee of Lessee. Although multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged and certified by The Honor State Bank on the Signature page thereof as the original will constitute original chattel paper.

SECTION 15
EFFECT OF WAIVER

No delay or omission to exercise any right or remedy accruing to Lessor hereunder shall impair any such right or remedy nor shall it be construed to be a waiver of any breach or default of Lessee. Any waiver or consent by Lessor under this Lease must be in writing specifically set forth.

SECTION 16
GENERAL

This Lease completely states the rights of Lessor and Lessee with respect to the Units and supersedes all prior agreements with respect thereto. Time is of the essence of this Lease. No variation or modification of this Lease shall be valid unless in writing and signed by the authorized representatives of Lessor and Lessee. All notices hereunder shall be in writing, addressed to each party at the address set forth on the front of this Lease or at such other address as may be furnished in writing. If any provisions of this Lease shall be invalid under any applicable law, such provision shall be deemed omitted by the remaining provisions shall be given effect. All obligations of Lessee under this Lease shall survive the expiration or termination of this Lease to the extent required for their full observance and performance. This Lease shall be governed by and construed under the laws of the State where the Units are located.

LESSEE:

COUNTY OF BENZIE, MICHIGAN

By: _____
(Individual Authorized by Board)
Its (Title of Individual)

Date: _____

LESSOR:

HONOR BANK

By: _____
Steve Mitchell
Its Vice President

Date: _____

DRAFT

GOVERNMENTAL LEASE – PURCHASE AGREEMENT

AGREEMENT made this XXth day of November, 2016 by and between County of Benzie, Michigan, whose address is 448 Court Place, Beulah, Michigan 49614 (hereinafter referred to as “Lessee”) and Honor Bank, whose address is P O Box 67, Honor, MI 49640 (hereinafter referred to as “Lessor”). Lessor, in reliance on Lessee’s selection of the equipment described below (“Unit” or “Units”), agrees to acquire, lease, let and sell the Units to Lessee, and Lessee agrees to rent, lease, hire and purchase the Units from Lessor.

Description of Unit(s): 2017 Dodge Charger Police AWD VIN #XXXXXXXXXXXXXX

Location of Units(s): 505 S. Michigan Ave.
Beulah, MI 49617

Loan Amount: \$13,602.00

Lease Term: Twelve (12) months

Payment Schedule: One (1) annual payment of \$13,788.18 on November XX, 2017 with interest calculated on the unpaid principal balance using an interest rate of 1.35% per annum based on a year of 360 days.

RECEIVED

NOV 08 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

TERMS AND CONDITIONS

SECTION 1

LEASE TERM: NON-APPROPRIATIONS

The Lease Term for each Unit shall commence on its “Delivery Date” (which is the later of the date on which (a) Lessor executes this Lease, (b) Lessor takes title to the Unit, or (c) Lessee or its agent receives possession or takes control of the Unit) and shall continue through the last day of Lessee’s fiscal year in which the Delivery Date occurs and, thereafter, shall automatically be extended for successive annual periods coinciding with Lessee’s fiscal years, but in no event shall the Lease Term exceed Forty eight (48) months. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for payments due under this Lease, Lessee shall immediately notify Lessor of such occurrence and this Lease shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee, except as to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. Notwithstanding the foregoing, Lessee agrees that, to the extent permitted by law, it will not cancel the Lease under the provisions of this Section 1 if any funds are appropriated to it or by it for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units for the fiscal year in which termination occurs or the next succeeding fiscal year.

SECTION 2

PAYMENTS: NET LEASE

During the Lease Term, Lessee shall pay to Lessor, at the address stated above or such other location Lessor designates in writing, rent for each Unit as stated in the attached Payment Schedule. An amount equal to one payment for all the Units must accompany this Lease. If Lessor accepts and executes this Lease, said amount shall be applied to the first payment due. If Lessor does not execute this Lease, said amount will be returned to Lessee. If Lessor does not receive a payment on the date it is due, Lessee shall pay to Lessor, on demand, a late payment charge equal to the lesser of five percent (5%) of the payment not paid when due or the highest charge allowed by law, whichever is less. This Lease is a net lease, and Lessee shall not be entitled to any abatement or reduction of payment or any setoff against payment, whether arising by reason of any past, present or future claims of any nature by Lessee against Lessor or otherwise. Except as otherwise expressly provided herein, the obligations of Lessor and Lessee shall not be affected by a defect in, damage to, loss of possession or use of any Unit, however caused, by the attachment of any lien or other claim to any Unit, by any interference with Lessee's use of the Unit, or for any other cause, whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding.

SECTION 3

PURCHASE OF UNITS

Provided Lessee is not in default as set forth in Section 10 hereof, upon receipt by Lessor of the Forty eighth (48th) and final monthly rent payment for each Unit, Lessee shall purchase the Units for the Purchase Amount set forth on the attached Payment Schedule. Upon receipt of the Purchase Amount by Lessor, legal and equitable title shall vest in Lessee and this Agreement shall be deemed terminated.

SECTION 4

WARRANTY DISCLAIMER

Lessee acknowledges and agrees that (a) each Unit is of a size, design and make selected by Lessee, (b) each Unit is suitable for Lessee's purposes, (c) each Unit contains all safety features deemed necessary by Lessee, (d) Lessor is not the manufacturer of any Unit, (e) the vendor of any Unit is not an agent of Lessor, and (f) LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DESCRIPTION OR DURABILITY OF A UNIT OR ITS FITNESS FOR A PARTICULAR PURPOSE. Lessor assigns to Lessee, to the extent assignable, any warranties of a Unit by its manufacturer and/or vendor, provided that any action taken by Lessee by reason thereof shall be at the expense of Lessee.

SECTION 5

POSSESSION, USE AND MAINTENANCE

Lessee shall not (a) use, operate, maintain or store any Unit improperly, carelessly, unsafely or in violation of any applicable law or regulation or for any purpose other than in the conduct of Lessee's business; (b) abandon any Unit; (c) sublease any Unit, permit the use of any Unit by anyone other than Lessee, or change the location of any Unit from that specified above, without the prior written consent of Lessor, or (d) (sell, assign or transfer, or directly or indirectly create or suffer to exist any lien, claim, security interest or encumbrance on any of its rights hereunder

or in any Unit. Upon prior notice to Lessee, Lessor or its agent shall have the right (but not the obligation) at all reasonable times to inspect any Units and maintenance records relating thereto. Lessee shall, at its expense and at all times during the lease term, maintain the Units in good operating order, repair and condition and shall perform maintenance at least as frequently as set forth in any applicable operator's guide, service manual, and lubrication and maintenance guide for the Units. Lessee shall not alter any Unit or affix any accessory or equipment to any Unit if such alteration or addition would impair the original intended function or to any Unit if such alteration or addition would impair the original intended function or use or reduce the value of such Unit. Any alteration or addition to any Unit shall be the responsibility of and at the sole risk of the Lessee. All parts, accessories and equipment affixed to any Unit shall be subject to the security interest of Lessor granted hereunder.

SECTION 6

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Lessee represents and warrants to Lessor that (a) Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the state where the Units will be located; (b) Lessee has the power to enter into and perform this Lease and has taken all necessary and appropriate action to authorize the execution, delivery and performance hereof; (c) this Lease constitutes a valid and legally binding and enforceable obligation of Lessee; (d) the interest payable by lessee hereunder is excludable from income for Federal income taxation purposes pursuant to Section 103 of the Internal Revenue Code of 1965, as amended (the "Code"); and (e) Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and reasonably believes that funds can be obtained sufficient to make all payments during the term of this Lease. Lessee represents that the use of the Units is essential to Lessee's proper, efficient and economic operation. Lessee acknowledges and agrees that the payments have been calculated by Lessor assuming that the interest portion of each payment is excludable from gross income for Federal income taxation purposes. Lessee represents, warrants and covenants that: (a) Lessee will comply with the information regarding requirements of Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (b) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 146(e) of the Code; (c) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease a private activity bond within the meaning of Section 141(e) of the Code; (d) Lessee will timely pay to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Code; (e) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the payments to be or become includable in gross income for Federal income taxation purposes under the Code; and (f) Lessee will be the exclusive owner, user and operator of the Units; and (g) Lessee shall provide to Lessor an opinion of counsel substantially in the form attached hereto.

SECTION 7

TAXES

Lessee agrees to promptly pay or reimburse Lessor for all fees and taxes of any nature, together with any penalties, fines or additions to tax, or interest thereon (all of the foregoing hereafter the "Impositions"), arising at any time prior to, during or subsequent to the Lease Term and levied by any taxing authority with respect to or in connection with any Unit, excluding, however, taxes measured by Lessor's net income (of but not excluding any net income taxes which, by the term of the statute imposing such tax, expressly relieve Lessee or Lessor from the payment of any Impositions which Lessee would otherwise be obligated to pay or reimburse). If Lessor is not entitled to a corresponding and equal deduction with respect to any Imposition which Lessee is required to pay or reimburse and such payment or reimbursement constitutes income to Lessor, then Lessee shall also pay to Lessor the amount of any Impositions which Lessor is obligated to pay in respect of (a) such payment or reimbursement by Lessee; and (b) any payment by Lessee made pursuant to this sentence. Lessee shall prepare and file, in a manner satisfactory to Lessor, any reports or returns which may be required with respect to the Units. For purposes of this Section, "Lessor" shall include any affiliated group, within the meaning of Section 1504 of the Code, of which Lessor is a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.

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LOSS OR DAMAGE; INSURANCE

Lessee assumes all risks and liabilities of loss, damage or Casualty Occurrence (as hereinafter defined) for any cause whatsoever, for condemnation of any Unit prior to, during or subsequent to (until the Unit is returned to Lessor pursuant to Section 11) the Lease Term, and for injury to or death of any person or damage to any property in any manner arising out of or incident to the possession, use, operation, condition or storage of the Unit. If any Unit becomes damaged, from any cause whatsoever, Lessee shall give Lessor prompt notice thereof. If Lessor reasonably determines that such damage is not irreparable, then Lessee shall, at its expense, promptly restore the Unit to the condition required by Section 5 above. If any Unit becomes worn out, lost, stolen, destroyed or irreparably damaged (as reasonably determined by Lessor) from any cause whatsoever, or taken by condemnation or otherwise (any such occurrence hereafter referred to as a "Casualty Occurrence") prior to, during or subsequent to (until the Unit is returned to Lessor pursuant to Section 11) the Lease Term, Lessee shall give Lessor prompt notice thereof. In the event of a Casualty Occurrence, Lessee shall pay to Lessor, on the earlier of (a) the first payment date following such Casualty Occurrence or (b) thirty (30) days following such Casualty Occurrence, a sum (the "Termination Value") equal to (a) the "Beginning Balance" (as specified in the attached Payment Schedule) as of the next payment due following such Casualty Occurrence, plus (b) the amount of the interest portion (as specified in the Payment Schedule) of the next payment due following such Casualty Occurrence multiplied times a fraction the numerator of which is the number of days from the later of (a) the Delivery Date of the Unit or (b) the due date of the payment immediately preceding such Casualty Occurrence until the due date of the payment due hereunder in respect to such Casualty Occurrence and the denominator of which is 360. Lessee, at its expense, shall keep each Unit insured against all risks for not less than the applicable Beginning Balance with respect to such Unit and shall maintain comprehensive public liability insurance covering each Unit for not less than \$500,000.00 for combined coverage for bodily injury and property damage. All Insurance shall (a) be in a form and with such companies as Lessor shall approve, (b) specify Lessor (or its designee) and Lessee as named insured, (c) be primary, without right of contribution from any other insurance carried by Lessor, (d) provide that such insurance may not be canceled or altered so as to affect the

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SECTION 9

WAIVER AND INDEMNITY

Lessee hereby releases any claim now or hereafter existing against Lessor on account of, and agrees to defend, indemnify and hold Lessor harmless from, all claims of Lessee and/or third parties (including, without limitation, claims based upon strict liability in tort and for consequential damages), losses, demands liabilities, suits and judgments, and all costs or expenses in connection therewith, including attorney's fees and expenses, which may result from or arise out of the selection, purchase, delivery (including any delay in or failure of delivery), condition, use, operation, ownership, maintenance or repair of any unit prior to, during or subsequent to (until such unit is returned to Lessor pursuant to Section 11) the Lease Term as to the Unit, or which may be attributable to any defect in any unit arising from the material used thereby or from the design, manufacture or testing thereof, or from any use, maintenance or repair of any unit, regardless of when such defect shall be discovered, whether or not the unit is in the possession of Lessee and no matter where it is located.

SECTION 10

EVENTS OF DEFAULT: REMEDIES

Each of the following shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to make any payment to Lessor when due; (b) any representation or warranty of Lessee contained herein or in any document furnished to Lessor in connection herewith shall be incorrect or misleading when made; (c) Lessee shall fail to observe or perform any other covenant, agreement or warranty made by Lessee hereunder and such failure shall continue for ten (10) days after written notice thereof to Lessee; (d) Lessee shall fail to make any payment on its bonded indebtedness when due; or (e) there shall be a default by Lessee under any other agreement between Lessor and Lessee.

If any Event of Default shall occur, Lessor, at its option, may (a) proceed by appropriate court action(s) to enforce this Lease or to recover damages for the breach thereof; (b) by notice in writing to Lessee, terminate this Lease, but Lessee shall remain liable as hereinafter provided, and thereupon Lessor may, at its option do any one or more of the following: (b-1) recover forthwith from Lessee (i) any and all amounts then due under this Lease or which may have accrued to the date of such termination, (ii) as damages for loss of the bargain and not as a penalty, a sum equal to the payments due with respect to the Units during the balance of the fiscal year, and (iii) any additional damages and expenses sustained by Lessor by reason of the breach of any covenant, representation or warranty contained in this Lease other than for the payment of amounts due hereunder; (b-2) enforce the security interest given hereunder, (b-3) without notice, liability or legal process, enter upon the premises where any of the Units may be

and take possession thereof, and (b-4) require Lessee to return the Units as provided in Section 11. Lessor shall have all rights given to a secured party by law. Provided Lessor receives possession of the Units following an Event of Default, Lessor may, at its option, undertake commercially reasonable efforts to sell or re-lease the Units, and the proceeds of any such sale or re-lease shall be applied: first, to reimburse Lessor for all reasonable expenses of retaking, holding, preparing for sale or re-lease and selling or re-leasing the Units, including all taxes and reasonable attorney's fees and expenses; second, to the extent not previously paid by Lessee, to pay Lessor all amounts, except those specified below, which under the terms of this Lease are due or have accrued as of the date of Lessor's receipt of said proceeds; third, to pay all late payment charges pursuant to Section 2, hereof; and fourth to pay Lessor the applicable Termination Value with respect to the Units. Any surplus shall be paid to the person entitled thereto. Lessee shall promptly pay any deficiency to Lessor. Lessee acknowledges that sales for cash or on credit to a wholesaler, retailer or user of the Units are all commercially reasonable. Lessee agrees to pay all reasonable attorney's fees and all costs and expenses incurred by Lessor in enforcing this Lease. The remedies herein provided shall be cumulative and in addition to all other remedies at law or in equity; provided, however, Lessor shall not be entitled to recover a greater amount in damages than Lessor could have gained through Lessee's full, timely and complete performance under this Lease, plus all fees, costs and expenses incurred by Lessor in enforcing this Lease and all late payment charges pursuant to Section 2. If Lessee fails to perform any of its obligation under this Lease, Lessor may (but need not) at any time thereafter perform such obligation; and the expenses incurred in connection therewith shall be payable by Lessee upon demand.

SECTION 11

RETURN OF UNIT

Upon any termination of the term of this Lease, except for that set forth in Section 3 hereof, with respect to each Unit or if Lessor shall rightfully demand possession of any Unit, Lessee, at its expense shall forthwith deliver the Unit to Lessor, appropriately protected and in the condition required by Section 5, to the premises of a location designated by Lessor or on board such carrier as Lessor shall specify and shipping the same, freight collect, to the destination designated by Lessor. If the unit is not in the condition required by Section 5, Lessee shall pay to Lessor, on demand, all costs and expenses incurred by Lessor to bring the Unit into said condition.

SECTION 12

REPORT TO IRS

Lessee will report this Lease to the Internal Revenue Service by filing Form 8038-G, 8038-GC or 8038 whichever is applicable. Failure to do so will cause the Lease to lose its tax exempt status. Lessee agrees that if the appropriate form is not filed, the interest rate will be adjusted to an equivalent taxable interest rate.

SECTION 13

TITLE, SECURITY INTEREST AND FURTHER ASSURANCES

Provided (a) Lessee has accepted each Unit on its Delivery Date and (b) no Event of Default exists as of the Delivery Date of the Unit, title to each Unit shall vest in Lessee on the Delivery Date of the Unit, provided, however that in the event (i) this Lease is terminated pursuant to Section 1 hereof, (ii) an Event of Default has occurred and is continuing, title to the Unit shall immediately revert in Lessor, free of any right, title and interest of Lessee, unless Lessor elects otherwise in writing. Lessee hereby grants to Lessor a continuing security interest in the Units, including all attachments, accessories and optional features (whether or not installed thereon) and all substitution, replacements, additions and accessions thereto, and all proceeds of all the foregoing, to secure the payment of all sums due. Lessee will, at its expense, do any further act and execute, acknowledge, deliver, file, register and record any further documents which Lessor may reasonably request in order to protect Lessor's security interest in the Units and Lessor's rights and benefits under this Lease.

SECTION 14

ASSIGNMENT: COUNTERPARTS

Without the prior written consent of Lessor, no assignment of this Lease or any right or obligation hereunder may be made by Lessee or any assignee of Lessee. Although multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged and certified by The Honor State Bank on the Signature page thereof as the original will constitute original chattel paper.

SECTION 15

EFFECT OF WAIVER

No delay or omission to exercise any right or remedy accruing to Lessor hereunder shall impair any such right or remedy nor shall it be construed to be a waiver of any breach or default of Lessee. Any waiver or consent by Lessor under this Lease must be in writing specifically set forth.

SECTION 16

GENERAL

This Lease completely states the rights of Lessor and Lessee with respect to the Units and supersedes all prior agreements with respect thereto. Time is of the essence of this Lease. No variation or modification of this Lease shall be valid unless in writing and signed by the authorized representatives of Lessor and Lessee. All notices hereunder shall be in writing, addressed to each party at the address set forth on the front of this Lease or at such other address as may be furnished in writing. If any provisions of this Lease shall be invalid under any applicable law, such provision shall be deemed omitted by the remaining provisions shall be given effect. All obligations of Lessee under this Lease shall survive the expiration or termination of this Lease to the extent required for their full observance and performance. This Lease shall be governed by and construed under the laws of the State where the Units are located.

LESSEE:

COUNTY OF BENZIE, MICHIGAN

By: _____
(Individual Authorized by Board)
Its (Title of Individual)

Date: _____

LESSOR:

HONOR BANK

By: _____
Steve Mitchell
Its Vice President

Date: _____

DRAFT

GOVERNMENTAL LEASE – PURCHASE AGREEMENT

AGREEMENT made this XXth day of November, 2016 by and between County of Benzie, Michigan, whose address is 448 Court Place, Beulah, Michigan 49614 (hereinafter referred to as "Lessee") and Honor Bank, whose address is P O Box 67, Honor, MI 49640 (hereinafter referred to as "Lessor"). Lessor, in reliance on Lessee's selection of the equipment described below ("Unit" or "Units"), agrees to acquire, lease, let and sell the Units to Lessee, and Lessee agrees to rent, lease, hire and purchase the Units from Lessor.

Description of Unit(s): 2017 Dodge Journey SXT VIN #XXXXXXXXXXXXXX

Location of Units(s): 505 S. Michigan Ave.
Beulah, MI 49617

Loan Amount: \$12,692.50

Lease Term: Twelve (12) months

Payment Schedule: One (1) annual payment of \$12,866.23 on November XX, 2017 with interest calculated on the unpaid principal balance using an interest rate of 1.35% per annum based on a year of 360 days.

TERMS AND CONDITIONS

SECTION 1

LEASE TERM: NON-APPROPRIATIONS

The Lease Term for each Unit shall commence on its "Delivery Date" (which is the later of the date on which (a) Lessor executes this Lease, (b) Lessor takes title to the Unit, or (c) Lessee or its agent receives possession or takes control of the Unit) and shall continue through the last day of Lessee's fiscal year in which the Delivery Date occurs and, thereafter, shall automatically be extended for successive annual periods coinciding with Lessee's fiscal years, but in no event shall the Lease Term exceed Forty eight (48) months. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for payments due under this Lease, Lessee shall immediately notify Lessor of such occurrence and this Lease shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee, except as to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. Notwithstanding the foregoing, Lessee agrees that, to the extent permitted by law, it will not cancel the Lease under the provisions of this Section 1 if any funds are appropriated to it or by it for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units for the fiscal year in which termination occurs or the next succeeding fiscal year.

SECTION 2

PAYMENTS: NET LEASE

RECEIVED

NOV 08 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

During the Lease Term, Lessee shall pay to Lessor, at the address stated above or such other location Lessor designates in writing, rent for each Unit as stated in the attached Payment Schedule. An amount equal to one payment for all the Units must accompany this Lease. If Lessor accepts and executes this Lease, said amount shall be applied to the first payment due. If Lessor does not execute this Lease, said amount will be returned to Lessee. If Lessor does not receive a payment on the date it is due, Lessee shall pay to Lessor, on demand, a late payment charge equal to the lesser of five percent (5%) of the payment not paid when due or the highest charge allowed by law, whichever is less. This Lease is a net lease, and Lessee shall not be entitled to any abatement or reduction of payment or any setoff against payment, whether arising by reason of any past, present or future claims of any nature by Lessee against Lessor or otherwise. Except as otherwise expressly provided herein, the obligations of Lessor and Lessee shall not be affected by a defect in, damage to, loss of possession or use of any Unit, however caused, by the attachment of any lien or other claim to any Unit, by any interference with Lessee's use of the Unit, or for any other cause, whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding.

SECTION 3

PURCHASE OF UNITS

Provided Lessee is not in default as set forth in Section 10 hereof, upon receipt by Lessor of the Forty eighth (48th) and final monthly rent payment for each Unit, Lessee shall purchase the Units for the Purchase Amount set forth on the attached Payment Schedule. Upon receipt of the Purchase Amount by Lessor, legal and equitable title shall vest in Lessee and this Agreement shall be deemed terminated.

SECTION 4

WARRANTY DISCLAIMER

Lessee acknowledges and agrees that (a) each Unit is of a size, design and make selected by Lessee, (b) each Unit is suitable for Lessee's purposes, (c) each Unit contains all safety features deemed necessary by Lessee, (d) Lessor is not the manufacturer of any Unit, (e) the vendor of any Unit is not an agent of Lessor, and (f) LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DESCRIPTION OR DURABILITY OF A UNIT OR ITS FITNESS FOR A PARTICULAR PURPOSE. Lessor assigns to Lessee, to the extent assignable, any warranties of a Unit by its manufacturer and/or vendor, provided that any action taken by Lessee by reason thereof shall be at the expense of Lessee.

SECTION 5

POSSESSION, USE AND MAINTENANCE

Lessee shall not (a) use, operate, maintain or store any Unit improperly, carelessly, unsafely or in violation of any applicable law or regulation or for any purpose other than in the conduct of Lessee's business; (b) abandon any Unit; (c) sublease any Unit, permit the use of any Unit by anyone other than Lessee, or change the location of any Unit from that specified above, without the prior written consent of Lessor, or (d) (sell, assign or transfer, or directly or indirectly create or suffer to exist any lien, claim, security interest or encumbrance on any of its rights hereunder

or in any Unit. Upon prior notice to Lessee, Lessor or its agent shall have the right (but not the obligation) at all reasonable times to inspect any Units and maintenance records relating thereto. Lessee shall, at its expense and at all times during the lease term, maintain the Units in good operating order, repair and condition and shall perform maintenance at least as frequently as set forth in any applicable operator's guide, service manual, and lubrication and maintenance guide for the Units. Lessee shall not alter any Unit or affix any accessory or equipment to any Unit if such alteration or addition would impair the original intended function or to any Unit if such alteration or addition would impair the original intended function or use or reduce the value of such Unit. Any alteration or addition to any Unit shall be the responsibility of and at the sole risk of the Lessee. All parts, accessories and equipment affixed to any Unit shall be subject to the security interest of Lessor granted hereunder.

SECTION 6

LESSEE'S REPRESENTATION AND WARRANTIES

Lessee represents and warrants to Lessor that (a) Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the state where the Units will be located; (b) Lessee has the power to enter into and perform this Lease and has taken all necessary and appropriate action to authorize the execution, delivery and performance hereof; (c) this Lease constitutes a valid and legally binding and enforceable obligation of Lessee; (d) the interest payable by lessee hereunder is excludable from income for Federal income taxation purposes pursuant to Section 103 of the Internal Revenue Code of 1965, as amended (the "Code"); and (e) Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and reasonably believes that funds can be obtained sufficient to make all payments during the term of this Lease. Lessee represents that the use of the Units is essential to Lessee's proper, efficient and economic operation. Lessee acknowledges and agrees that the payments have been calculated by Lessor assuming that the interest portion of each payment is excludable from gross income for Federal income taxation purposes. Lessee represents, warrants and covenants that: (a) Lessee will comply with the information regarding requirements of Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (b) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 146(e) of the Code; (c) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease a private activity bond within the meaning of Section 141(e) of the Code; (d) Lessee will timely pay to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Code; (e) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the payments to be or become includable in gross income for Federal income taxation purposes under the Code; and (f) Lessee will be the exclusive owner, user and operator of the Units; and (g) Lessee shall provide to Lessor an opinion of counsel substantially in the form attached hereto.

SECTION 7

TAXES

Lessee agrees to promptly pay or reimburse Lessor for all fees and taxes of any nature, together with any penalties, fines or additions to tax, or interest thereon (all of the foregoing hereafter the "Impositions"), arising at any time prior to, during or subsequent to the Lease Term and levied by any taxing authority with respect to or in connection with any Unit, excluding, however, taxes measured by Lessor's net income (of but not excluding any net income taxes which, by the term of the statute imposing such tax, expressly relieve Lessee or Lessor from the payment of any Impositions which Lessee would otherwise be obligated to pay or reimburse). If Lessor is not entitled to a corresponding and equal deduction with respect to any Imposition which Lessee is required to pay or reimburse and such payment or reimbursement constitutes income to Lessor, then Lessee shall also pay to Lessor the amount of any Impositions which Lessor is obligated to pay in respect of (a) such payment or reimbursement by Lessee and (b) any payment by Lessee made pursuant to this sentence. Lessee shall prepare and file, in a manner satisfactory to Lessor, any reports or returns which may be required with respect to the Units. For purposes of this Section, "Lessor" shall include any affiliated group, within the meaning of Section 1504 of the Code, of which Lessor is a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.

SECTION 8

LOSS OR DAMAGE; INSURANCE

Lessee assumes all risks and liabilities of loss, damage or Casualty Occurrence (as hereinafter defined) for any cause whatsoever, for condemnation of any Unit prior to, during or subsequent to (until the Unit is returned to Lessor pursuant to Section 11) the Lease Term, and for injury to or death of any person or damage to any property in any manner arising out of or incident to the possession, use, operation, condition or storage of the Unit. If any Unit becomes damaged, from any cause whatsoever, Lessee shall give Lessor prompt notice thereof. If Lessor reasonably determines that such damage is not irreparable, then Lessee shall, at its expense, promptly restore the Unit to the condition required by Section 5 above. If any Unit becomes worn out, lost, stolen, destroyed or irreparably damaged (as reasonably determined by Lessor) from any cause whatsoever, or taken by condemnation or otherwise (any such occurrence hereafter referred to as a "Casualty Occurrence") prior to, during or subsequent to (until the Unit is returned to Lessor pursuant to Section 11) the Lease Term, Lessee shall give Lessor prompt notice thereof. In the event of a Casualty Occurrence, Lessee shall pay to Lessor, on the earlier of (a) the first payment date following such Casualty Occurrence or (b) thirty (30) days following such Casualty Occurrence, a sum (the "Termination Value") equal to (a) the "Beginning Balance" (as specified in the attached Payment Schedule) as of the next payment due following such Casualty Occurrence, plus (b) the amount of the interest portion (as specified in the Payment Schedule) of the next payment due following such Casualty Occurrence multiplied times a fraction the numerator of which is the number of days from the later of (a) the Delivery Date of the Unit or (b) the due date of the payment immediately preceding such Casualty Occurrence until the due date of the payment due hereunder in respect to such Casualty Occurrence and the denominator of which is 360. Lessee, at its expense, shall keep each Unit insured against all risks for not less than the applicable Beginning Balance with respect to such Unit and shall maintain comprehensive public liability insurance covering each Unit for not less than \$500,000.00 for combined coverage for bodily injury and property damage. All Insurance shall (a) be in a form and with such companies as Lessor shall approve, (b) specify Lessor (or its designee) and Lessee as named insured, (c) be primary, without right of contribution from any other insurance carried by Lessor, (d) provide that such insurance may not be canceled or altered so as to affect the

interest of Lessor without at least thirty (30) days' prior written notice to Lessor, and (e) name Lessor (or its designee) as loss payee and be payable solely to Lessor. Lessee agrees to notify Lessor of any occurrence which may become the basis of an insurance claim hereunder and not to make any adjustments with insurers without Lessor's prior written consent. Lessee hereby irrevocably appoints Lessor its attorney-in-fact to receive payment of and endorse all checks and other documents and to take any other actions necessary to pursue insurance claims. Prior to the first Delivery Date of any Unit, Lessee shall deliver to Lessor satisfactory evidence of such insurance coverage.

SECTION 9

WAIVER AND INDEMNITY

Lessee hereby releases any claim now or hereafter existing against Lessor on account of, and agrees to defend, indemnify and hold Lessor harmless from, all claims of Lessee and/or third parties (including, without limitation, claims based upon strict liability in tort and for consequential damages), losses, demands liabilities, suits and judgments, and all costs or expenses in connection therewith, including attorney's fees and expenses, which may result from or arise out of the selection, purchase, delivery (including any delay in or failure of delivery), condition, use, operation, ownership, maintenance or repair of any unit prior to, during or subsequent to (until such unit is returned to Lessor pursuant to Section 11) the Lease Term as to the Unit, or which may be attributable to any defect in any unit arising from the material used thereby or from the design, manufacture or testing thereof, or from any use, maintenance or repair of any unit, regardless of when such defect shall be discovered, whether or not the unit is in the possession of Lessee and no matter where it is located.

SECTION 10

EVENTS OF DEFAULT: REMEDIES

Each of the following shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to make any payment to Lessor when due; (b) any representation or warranty of Lessee contained herein or in any document furnished to Lessor in connection herewith shall be incorrect or misleading when made; (c) Lessee shall fail to observe or perform any other covenant, agreement or warranty made by Lessee hereunder and such failure shall continue for ten (10) days after written notice thereof to Lessee; (d) Lessee shall fail to make any payment on its bonded indebtedness when due; or (e) there shall be a default by Lessee under any other agreement between Lessor and Lessee.

If any Event of Default shall occur, Lessor, at its option, may (a) proceed by appropriate court action(s) to enforce this Lease or to recover damages for the breach thereof; (b) by notice in writing to Lessee, terminate this Lease, but Lessee shall remain liable as hereinafter provided, and thereupon Lessor may, at its option do any one or more of the following: (b-1) recover forthwith from Lessee (i) any and all amounts then due under this Lease or which may have accrued to the date of such termination, (ii) as damages for loss of the bargain and not as a penalty, a sum equal to the payments due with respect to the Units during the balance of the fiscal year, and (iii) any additional damages and expenses sustained by Lessor by reason of the breach of any covenant, representation or warranty contained in this Lease other than for the payment of amounts due hereunder; (b-2) enforce the security interest given hereunder, (b-3) without notice, liability or legal process, enter upon the premises where any of the Units may be

and take possession thereof, and (b-4) require Lessee to return the Units as provided in Section 11. Lessor shall have all rights given to a secured party by law. Provided Lessor receives possession of the Units following an Event of Default, Lessor may, at its option, undertake commercially reasonable efforts to sell or re-lease the Units, and the proceeds of any such sale or re-lease shall be applied: first, to reimburse Lessor for all reasonable expenses of retaking, holding, preparing for sale or re-lease and selling or re-leasing the Units, including all taxes and reasonable attorney's fees and expenses; second, to the extent not previously paid by Lessee, to pay Lessor all amounts, except those specified below, which under the terms of this Lease are due or have accrued as of the date of Lessor's receipt of said proceeds; third, to pay all late payment charges pursuant to Section 2, hereof; and fourth to pay Lessor the applicable Termination Value with respect to the Units. Any surplus shall be paid to the person entitled thereto. Lessee shall promptly pay any deficiency to Lessor. Lessee acknowledges that sales for cash or on credit to a wholesaler, retailer or user of the Units are all commercially reasonable. Lessee agrees to pay all reasonable attorney's fees and all costs and expenses incurred by Lessor in enforcing this Lease. The remedies herein provided shall be cumulative and in addition to all other remedies at law or in equity; provided, however, Lessor shall not be entitled to recover a greater amount in damages than Lessor could have gained through Lessee's full, timely and complete performance under this Lease, plus all fees, costs and expenses incurred by Lessor in enforcing this Lease and all late payment charges pursuant to Section 2. If Lessee fails to perform any of its obligation under this Lease, Lessor may (but need not) at any time thereafter perform such obligation; and the expenses incurred in connection therewith shall be payable by Lessee upon demand.

SECTION 11 **RETURN OF UNIT**

Upon any termination of the term of this Lease, except for that set forth in Section 3 hereof, with respect to each Unit or if Lessor shall rightfully demand possession of any Unit, Lessee, at its expense shall forthwith deliver the Unit to Lessor, appropriately protected and in the condition required by Section 5, to the premises of a location designated by Lessor or on board such carrier as Lessor shall specify and shipping the same, freight collect, to the destination designated by Lessor. If the unit is not in the condition required by Section 5, Lessee shall pay to Lessor, on demand, all costs and expenses incurred by Lessor to bring the Unit into said condition.

SECTION 12 **REPORT TO IRS**

Lessee will report this Lease to the Internal Revenue Service by filing Form 8038-G, 8038-GC or 8038 whichever is applicable. Failure to do so will cause the Lease to lose its tax exempt status. Lessee agrees that if the appropriate form is not filed, the interest rate will be adjusted to an equivalent taxable interest rate.

SECTION 13 **TITLE, SECURITY INTEREST AND FURTHER ASSURANCES**

Provided (a) Lessee has accepted each Unit on its Delivery Date and (b) no Event of Default exists as of the Delivery Date of the Unit, title to each Unit shall vest in Lessee on the Delivery Date of the Unit, provided, however that in the event (i) this Lease is terminated pursuant to Section 1 hereof, (ii) an Event of Default has occurred and is continuing, title to the Unit shall immediately revert in Lessor, free of any right, title and interest of Lessee, unless Lessor elects otherwise in writing. Lessee hereby grants to Lessor a continuing security interest in the Units, including all attachments, accessories and optional features (whether or not installed thereon) and all substitution, replacements, additions and accessions thereto, and all proceeds of all the foregoing, to secure the payment of all sums due. Lessee will, at its expense, do any further act and execute, acknowledge, deliver, file, register and record any further documents which Lessor may reasonably request in order to protect Lessor's security interest in the Units and Lessor's rights and benefits under this Lease.

SECTION 14

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This Lease completely states the rights of Lessor and Lessee with respect to the Units and supersedes all prior agreements with respect thereto. Time is of the essence of this Lease. No variation or modification of this Lease shall be valid unless in writing and signed by the authorized representatives of Lessor and Lessee. All notices hereunder shall be in writing, addressed to each party at the address set forth on the front of this Lease or at such other address as may be furnished in writing. If any provisions of this Lease shall be invalid under any applicable law, such provision shall be deemed omitted by the remaining provisions shall be given effect. All obligations of Lessee under this Lease shall survive the expiration or termination of this Lease to the extent required for their full observance and performance. This Lease shall be governed by and construed under the laws of the State where the Units are located.

LESSEE:

COUNTY OF BENZIE, MICHIGAN

By: _____
(Individual Authorized by Board)
Its (Title of Individual)

Date: _____

LESSOR:

HONOR BANK

By: _____
Steve Mitchell
Its Vice President

Date: _____

DRAFT

To: Benzie County Board of Commissioners

From: Michelle Thompson



RE: MERS Service Credit Purchase

Date: November 14, 2016

I would like to request permission to purchase approximately 2 ½ years MERS Service Credit toward my retirement. I have attached the paperwork from MERS relating to this request. I am prepared to pay the full total estimated actuarial cost of the additional credited service.

Several other employees have made this request to the Board in the past, and were able to purchase service credit. This purchase of service credit will be a cost savings to the County, and allow me to invest in my future in a way that is best suited to my future needs.

I will be requiring a copy of the minutes of the meeting when this is approved, as well as a signature of the chairman of the Board. This is a time sensitive issue, as the estimate expires 60 days from issuance.

Thank you, in advance, for your consideration.

RECEIVED

NOV 10 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

September 20, 2016

Michelle Thompson
389 Court Pl. P.O. Box 711
Beulah, MI 49617

Dear Michelle Thompson:

Enclosed is a calculation of the current cost to purchase service credit that you requested. The estimated cost will expire two months from the calculation date, after which a new calculation will be required.

To process your service credit purchase we must receive:

- A signed copy of the Application (enclosed).
- Payment in full of the current cost amount as determined by MERS.

How to submit your payment:

Payment must be made in the full amount of the purchase cost. We will accept payment in the form of a check made payable to "MERS of Michigan." If some or all of the payment will be remitted by wire transfer, please contact us for instructions.

If part of the cost is being paid by you and part is being paid by your employer, we will accept two lump sum checks that total the full cost.

If part of the cost is money that is being rolled over from another qualified plan, please complete the "Certification of Qualified Rollover to MERS" form (F-38), and return it to us. The form can be found on our website at www.mersofmich.com.

Service credit purchases are not refundable. There are provisions in MERS' Plan for participants to receive a refund of all employee contributions, in which case all service credit is forfeited. But there is no provision for receiving a refund for purchased service credit only.

If you have any questions regarding this information, please contact our Service Center at 800.767.MERS (6377).

Sincerely,

Municipal Employees' Retirement System

Encl.

9/20/2016 - 13:52:12 - scp_estimated_cost_letterxsl.xml - id: 27963

RECEIVED

NOV 10 2016

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

Application for Additional Service Credit Purchase

Section 1: Service Credit Purchase Cost Estimate

With the approval of the employer and the local governing body, participants can purchase additional service credit to help meet an early retirement eligibility provision or to increase their pension benefit. Unlike MERS-to-MERS or Act 88 time, purchased service credit generally cannot be used to reach vesting.

This estimate is only valid for two months after October 1, 2016, the effective date of this calculation.

The cost to purchase service credit for each individual is based on many factors. Below is the information that MERS used to prepare this estimate. Please review the following information for accuracy. If any is incorrect, this estimate may not be correct.

Participant Information

**Michelle L.
Thompson**

Date of Birth: 8/26/1964
Age: 52 years, 1 month
FAC as of calculation date: \$51,705.10

Employer Information

Benzie Co
1003 / 10

Benefit Program

Benefit B-4 (80% max)
Benefit F55 (With 25 Years of Service)
Benefit FAC-5 (5 Year Final Average Compensation)
8 Year Vesting

Service Credit

Earned service credit as of calculation date: 19 years, 2 months
Vesting Only Service:
Other Governmental Service used for
Eligibility (MERS or Act 88):
Type of Credited Service to be Purchased: Generic
Amount of additional service requested: 2 years, 7 months

Benefit Impact

	Earliest Eligibility Retirement Date	Retirement Age	Projected FAC	X	Service Credit	X	Benefit Multiplier	=	Annual Benefit
Before Proposed Purchase	8/1/2022	57 years 11 months	\$64,091.04		25 years 0 months		2.5%		\$40,056.96
After Proposed Purchase	1/1/2020	55 years 4 months	\$58,276.67		25 years 0 months		2.5%		\$36,422.88

Estimated Cost of This Service Credit Purchase: \$40,054.06

The total cost is due in full at the time of purchase and may be paid by either the participant or employer. You may be eligible to transfer assets from other accounts to make a payment for the purchase, such as: 457 Deferred Compensation Plans; 401 plans; 403(b) plans; and some IRAs (traditional, Roth, and SIMPLE). To initiate this transfer complete the form *Certification of Qualified Fund Rollover to MERS* (form number F-38). Send signed, approved Application for Additional Service Credit to MERS prior to sending any payment.

Section 2: Calculation Assumptions

1. Projected Earliest Eligible Retirement Date

This date is calculated using the participant's date of birth, the amount of service credit reported by the employer, and other service credit that we have on record (such as MERS-to-MERS or Act 88 time). If any of this data is incomplete or inaccurate this can affect the cost estimate. If the participant chooses to retire on a different date, it may increase/decrease the actual cost.

2. Projected Final Average Compensation (FAC)

Future increases in the FAC are assumed to be a 3.75% annual increase. This calculation is dependent on the wages reported by the employer to MERS. If the actual increases end up being different than the assumption, it may increase/decrease the actual cost.

3. Projected Service Credit

It is assumed the participant will continue to work until the earliest date for unreduced retirement benefits unless a specific termination date is shown. Any deviation from the earliest eligibility date may increase/decrease the actual cost.

4. Benefit Program

The current benefit plan provisions are used to calculate the cost of purchasing service credit. If the participant transfers into a different division and is eligible for a benefit plan with different provisions, then the cost may differ from the initial calculation. Likewise costs may differ if the municipality adopts different benefits in the future for any participant that has purchased service credit. These changes will be reflected in the actuarial valuation required to adopt any benefit increase.

5. Investment Assumption

The current investment return assumption for service credit purchase is 6.75%.

6. Mortality Rate

Assumptions are made on the life expectancies of the participant and their surviving spouse, using tables generated by actuarial professionals.

Section 3: Certification and Authorization

PARTICIPANT CERTIFICATION

I certify the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify the service has not and will not be recognized for the purposes of obtaining or increasing a pension under another defined benefit retirement plan.

Participant Signature

Date

GOVERNING BODY RESOLUTION

By Resolution of its Governing Body, at its meeting on _____, as provided by the MERS Plan Document, and in accordance with the employer's policy, the employer hereby authorizes the participant named above to make a service credit purchase from MERS as described above. The employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actuarial experience will affect the true cost of the additional service to the employer. The calculation assumptions are outlined above and the employer understands and agrees it is accountable for any difference between estimated and actual costs.

Signature of Authorized Official

Date

Title

~~MERS Use Only~~

Payment Received:	Participant Payment:
Service Credit:	ER Payment:
Signed:	

Dawn Olney

From: Maridee Cutler
Sent: Wednesday, November 09, 2016 2:51 PM
To: Dawn Olney
Subject: FW: FOIA Appeal

Hi Dawn,

Below is Dick Figura's suggestion for the BOC to consider regarding the FOIA Request Appeal for Excessive Fees that the Taxpayers for the Maples is requesting. Could you please include this in the packet along with the FOIA Letter?

Thank you,
Maridee

From: Dick Figura [mailto:rfigura@figuralaw.com]
Sent: Tuesday, November 08, 2016 4:24 PM
To: Maridee Cutler
Cc: Timothy Figura; Traci; Mitch Deisch
Subject: Re: FOIA Appeal

Then I would recommend a response to the appeal using one of the following:

Following your appeal as to the excessiveness of the county charges for responding to your FOIA request of (date), we caused a review of the attorney fee portion of those charges. As a result of that review we have made the following conclusions:

1. It could be argued that 5.5 hrs of the attorney hours charged were for time locating and reviewing records which could have been performed by a lower paid employee. Rather than engage in an argument, the attorney rate for those hours will be removed from the calculation.

That means that the total charge for responding to your FOIA request as of the (date) response is reduced by 5.5 hrs (for a total of 22 fifteen minute increments or a reduction of \$288.50.

Alternatively: If you want to wipe out all my time:

Following your appeal as to the excessiveness of the county charges for responding to your FOIA request of (date), we caused a review of the attorney fee portion of those charges. As a result of that review we have made the following conclusions:

1. It could be argued that 6.9 hrs of the attorney hours charged were for time locating and reviewing records which could have been performed by a lower paid employee. Rather than engage in an argument, the attorney rate for those hours will be removed from the calculation.

That means that the total charge for responding to your FOIA request as of the (date) response is reduced by 6.9 hrs (for a total of 28 fifteen minute increments) or a reduction of \$357.00.

RICHARD J. FIGURA, PC
Richard J. Figura, Esq.
Attorney, Mediator and Arbitrator
rfigura@figuralaw.com

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

Working for a better community through law

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

From: Maridee Cutler <MCutler@benzieco.net>
Date: Tuesday, November 8, 2016 at 4:12 PM
To: Richard Figura <rfigura@figuralaw.com>, Mitch Deisch <MDeisch@benzieco.net>
Cc: Timothy Figura <tfigura@figuralaw.com>, Traci Cruz <traci@figuralaw.com>
Subject: RE: FOIA Appeal

Hi Dick,

See attached, this was the calculations that I had, 3.9 hrs came directly from your billing for September the other 3 hrs were an estimate for the October billing (actual was 2.9). Ed Roys time was 2.2. I rounded down for both.

This is what we discussed when reviewing documents for the FOIA request.

Maridee

From: Dick Figura [<mailto:rfigura@figuralaw.com>]
Sent: Tuesday, November 08, 2016 2:59 PM
To: Maridee Cutler; Mitch Deisch
Cc: Timothy Figura; Traci
Subject: FOIA Appeal

Maridee,

In your calculations of attorney time, you had me down for 6.9 hrs and Ed Roy for 2.2 hrs. I have checked and rechecked my time records and can only find 4.7 hrs for my time. I think that somewhere along the way, my 4.7 hrs got combined with Ed's 2.2 for 6.9 hrs. Therefore, the 6.9 hrs recorded for me included the 2.2 hrs for Ed Roy. Thus the 9.1 hrs total should be reduced by 2.2 hrs. to 6.9 hrs.

Then, in reviewing my 4.7 hrs., probably only 1.4 hrs. should be charged. That was for the first conference with you, Mitch and (maybe) Dawn. That was time spent analyzing the request and determining what records the County had in its possession and whether any of it was exempt from disclosure. The remainder of my time (3.3 hrs) was time spent reviewing documents which could have been done by someone else, rather than legal counsel. It would be inappropriate to charge for such time at the attorney rate.

That means that the total time should be reduced to a maximum of 3.6 hrs – or 14 fifteen minute increments. On the other hand, in an effort to get this behind us, the county could decide to not charge for my time or even for Ed Roy's time. I leave that to your and Mitch's discretion.

In any event, I would suggest a communication go to the Taxpayers for The Maples to read:

Following your appeal as to the excessiveness of the county charges for responding to your FOIA request of (date), we cause a review of the attorney fee portion of those charges. As a result of that review we have made the following conclusions:

1. There was a mathematical error in tabulating the hours, and the total hours should have been 6.9, not 9.1;
2. It could be argued that 3.3 of the attorney hours charged were for time locating and reviewing records which could have been performed by a lower paid employee. The attorney rate for those hours will be removed from the calculation.

That means that the total charge for responding to your FOIA request as of the (date) response is reduced by 5.5 hrs (3.3 plus 2.2 – for a total of 22 fifteen minute increments or a reduction of \$288.50.

Alternatively:

Following your appeal as to the excessiveness of the county charges for responding to your FOIA request of (date), we cause a review of the attorney fee portion of those charges. As a result of that review we have made the following conclusions:

1. There was a mathematical error in tabulating the hours, and the total hours should have been 6.9, not 9.1;
2. It could be argued that 4.7 of the attorney hours charged were for time locating and reviewing records which could have been performed by a lower paid employee. The attorney rate for those hours will be removed from the calculation.

That means that the total charge for responding to your FOIA request as of the (date) response is reduced by 6.7 hrs (4.7 plus 2.2 – for a total of fifteen minute increments) or a reduction of \$344.50.

Let me know if you have any questions.

Dick

RICHARD J. FIGURA, PC

Richard J. Figura, Esq.

Attorney, Mediator and Arbitrator

rfigura@figuralaw.com

Timothy J. Figura, Esq.

Attorney at Law (also admitted in Pennsylvania)

tfigura@figuralaw.com

11470 S. Leelanau Hwy, Ste. 105

PO Box 447

Empire, MI 49630

231-326-2072

Working for a better community through law

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

Copied 7

TAXPAYERS FOR THE MAPLES

57 N. Michigan Ave.

BEULAH, MICHIGAN 49617

Email: *taxpayers4maples@gmail.com*

October 20, 2016

via hand-delivery

Mitchell D. Deisch, County Administrator
Maridee Cutler, Deputy County Administrator
Benzie County FOIA Coordinator
448 Court Place
Beulah, MI 49617

Re: FOIA Request – THE MAPLES
Request to County No. 89

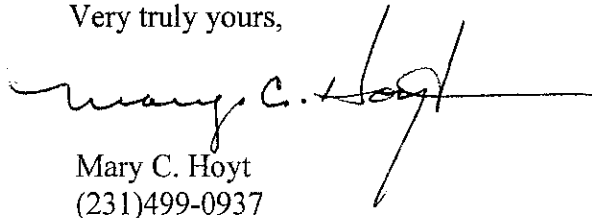
Dear Mr. Deisch & Ms. Cutler,

Please find enclosed a statement of our FOIA Appeal – Excessive Fee, in regard to our September 15, 2016, FOIA request concerning The Maples. Until our group can review the public documents and records that the County has produced, we specifically reserve the right to raise other issues in subsequent appeals, including but not limited to alleged redactions based upon a claim of attorney-client privilege.

I would like this issue to be placed on the agenda for an oral presentation before the Benzie County Board of Commissioners during its regularly scheduled meeting on TUESDAY, OCTOBER 25, 2016, at 6:00pm at the Inland Township Hall.

Note that my cell phone number is set forth below.

Very truly yours,



Mary C. Hoyt
(231)499-0937

Enc.

cc: Dawn Olney, County Clerk

RECEIVED

OCT 20 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

County: Keep original and provide copy of both sides, along with Public Summary, to Requestor at no charge.

Benzie County
448 Court Place, Beulah, MI 49617
Phone: 231-882-0035

Fee Appeal Form

FOIA Appeal Form—To Appeal an Excess Fee
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: 89 Date Received: _____
Date of This Notice: Oct. 20, 2016
(Please Print or Type)
Request for: ☒ Copy ☐ Certified copy ☐ Record inspection ☐ Subscription to record issued on regular basis
Check if received via: ☐ Email ☒ Fax ☐ Other Electronic Method
Date delivered to junk/spam folder: _____
Date discovered in junk/spam folder: _____

Name	<u>TAXPAYERS for The Muples</u>	Phone	<u>231 494 0937</u>
Firm/Organization	<u>MARY HOYT, representative</u>	Fax	
Street	<u>57 N. Michigan Ave.</u>	Email	<u>mary@springhew-realty.com</u>
City	<u>Beulah</u>	State	<u>MI</u>
		Zip	<u>49617</u>

Delivery Method: ☒ Will pick up ☐ Mail to address above ☐ Email to address above
☐ Deliver on digital media provided by the County: _____

Record(s) You Requested: (Listed here or see attached copy of original request) See attached FOIA request dated Sept. 15, 2016

Reason(s) for Appeal:

The appeal must specifically identify how the required fee(s) exceed the amount permitted. You may use this form or attach additional sheets:

SEE Attached

Requestor's Signature: _____

Date: 10/20/2016

County Response:

The County must provide a response within 10 business days after receiving this appeal, including a determination or taking one 10-day extension.

County Extension: We are extending the date to respond to your FOIA fee appeal for no more than 10 business days, until _____
(month, day, year). Only one extension may be taken per FOIA appeal.

Unusual circumstances warranting extension: _____

If you have any questions regarding this extension, contact: _____

County Determination: ☐ Fee Waived ☐ Fee Reduced ☐ Fee Upheld

Written basis for County determination: _____

Notice of Requestor's Right to Seek Judicial Review

You are entitled under Section 10a of the Michigan Freedom of Information Act, MCL 15.240a, to appeal a FOIA fee that you believe exceeds the amount permitted under the County's written Procedures and Guidelines to the Benzie County Board of Commissioners or to commence an action in the 19th Circuit Court for a fee reduction within 45 days after receiving the notice of the required fee or a determination of an appeal to the County Board of Commissioners. If a civil action is commenced in court, the County is not obligated to compete processing the request until the Court resolves the fee dispute. If the Court determines that the County required a fee that exceeded the permitted amount, the Court shall reduce the fee to a permissible amount. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator: _____

Date: _____

TAXPAYERS FOR THE MAPLES
57 N. Michigan Ave.
BEULAH, MICHIGAN 49617

October 20, 2016

TO: Benzie County Board of Commissioners

RE: FOIA Appeal - September 15, 2016, FOIA request

STATEMENT OF FOIA APPEAL – EXCESSIVE FEE

The following documents attached hereto pertain to this Appeal:

1. FOIA request dated September 15, 2016, with attached minutes from Board of Commissioner's meeting on June 14, 2016
2. County's response to FOIA with letter & Detailed Cost Itemization dated October 6, 2016.

Please note that although the minutes of the June 14, 2016, do not specifically state that issues concerning The Maples new building are matters of "public interest," the audio recording reflects statements by Commissioners that this matter is clearly one of "public interest." It was that acknowledgment by the Board that led to the waiver of fees associated with the Hoyt's FOIA dated April 12, 2016. Clearly, the issues concerning The Maples, occupancy of the building and the need to hold negligent parties responsible, has become more contentious and disconcerting to the public over the last four (4) months. The Board of Commissioners cannot selectively decide that an ongoing controversy involving The Maples is one day a matter of "public interest," and the next day it is not, particularly when it involves continued expenditure of taxpayer funds totaling approximately twelve (12) million dollars.

MCL 15.234 and 15.244 (copies attached hereto), set forth the controlling law on the issue of fees associated with a FOIA request. The County's form, Detailed Cost Itemization, page 5, quotes MCL 15.234(2), in stating that a fee can be reduced or waived when the public records requested involve the public interest or "furnishing copies of the public record can be considered as primarily benefiting the general public." Democracy and accountability require transparency. Providing public records and documents to the taxpayers concerning expenditures on public projects is the duty and obligation of the County and its elected officials. The FOIA request dated September 15, 2016, should be viewed no differently by the Board than the Hoyt's FOIA request dated April 12, 2016.

In addition to the statutory waiver of fees as a "public interest" exception, the requesting party challenges the charges in the Detailed Cost Itemization ("DCI"), as follows:

1. The hourly wage labor cost is different from that utilized by the FOIA Coordinator in response to the FOIA request dated April 12, 2016. The hourly wage rate has been increased from \$13.48 per hour to \$14.00 per hour without any explanation. This is in violation of MCL 15.234(1).
2. The labor cost for copying and duplication is **CLEARLY EXCESSIVE**. The County's response states that 208 pages have been copied. In the DCI, section 2, the County is charging 5.2 hours of employee time at \$14.00 per hour to copy 208 pages, for total \$73.50. This is in violation of MCL 15.234(1)(e).
3. In the DCI, section 3a, the County is charging employee time for **separating and redacting** allegedly exempt from non-exempt records, 1 ½ hours at \$14.00 per hour. The County's form states: "(Fill this out if using a County employee. If contracted, use No. 3b instead.)"

In the DCI, section 3b, the County is charging for **TWO attorneys, Richard Figura and Edward Roy**, to review and redact allegedly exempt materials from 86 pages. The County's form states: "(Fill this out if using a contractor such as the attorney. If using in-house employee, use No. 3a instead.)"

The County charges for **8.75 hours** allegedly spent by these two attorneys to review **86 pages**, for a total charge of **\$446.25**.

MCL 15.234(3) and MCL 15.244(1) are controlling. The County CANNOT charge the fee for an exemption unless the failure to charge the fee would result in "unreasonably high costs to the public body." In the DCI, section 3b, it states:

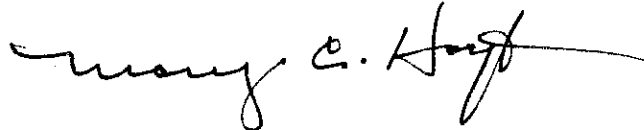
"This fee is being charged because failure to do so will result in unreasonably high costs to the County that are excessive and beyond the normal or usual amount for those services compared to the County's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____"

The County provides no answer or explanation as to why it may charge for County employee time and two attorneys to perform the same task, and how or why these charges are consistent with or appropriate under MCL 15.234(3). In addition, the time allegedly spent by the two attorneys is **CLEARLY EXCESSIVE** for the review of 86 pages.

Pursuant to MCL 15.240, the Taxpayers for The Maples seek the following relief in this Appeal:

- a) Waiver of the fees for this FOIA request under the public interest exception as set forth in MCL 15.234(2).
- b) Require the FOIA Coordinator to provide detailed explanation in support of all charges reflected in the Detailed Cost Itemization.
- c) Removal or reduction of the contract labor charges of the two attorneys, Richard Figura and Edward Roy, as excessive, not explained or justified and/or consistent with MCL 15.234(3).
- d) Removal or reduction of the labor costs charged for the copying of 208 pages.
- e) In the alternative, and in addition to the relief sought in paragraphs b) thru d) above, Taxpayers for The Maples would request a partial waiver of a reduced fee under the public interest exception as set forth in MCL 15.234(2).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mary C. Hoyt", with a long horizontal flourish extending to the right.

Mary C. Hoyt
On behalf of **Taxpayers for The Maples**
Cell (231)499-0937

#89

TAXPAYERS FOR THE MAPLES
57 N. Michigan Ave.
Beulah, Michigan 49617

September 15, 2016

via hand-delivery

Benzie County Administrator's Office
ATTN: FOIA COORDINATOR
448 Court Place
Beulah, MI 49617

Re: FOIA Request – THE MAPLES

To the FOIA Coordinator,

This letter is a formal request, pursuant to the provisions of Michigan's Freedom of Information Act, or FOIA (MCL 15.231 *et. seq.*) ("MI-FOIA"), for copies of all documents, communications, e-mails, reports, records, other files and materials related to the construction of the new building for The Maples, as follows:

1. Any and all Change Orders issued under the contract(s) with Edmund London & Associates and Comstock Construction Company, including but not limited to Change Order numbers 1 thru 22.
2. Any and all documents evidencing and/or regarding performance or payment bonds for Edmond London & Associates, Comstock Construction Company, and any other contractor or subcontractor involved in the project.
3. Any and all invoices for legal services provided by Kuhn, Rogers and/or Edward Roy,
III.
4. Any and all records related to revenue, deposits, transfers, debits and/or payments made (expenses/expenditures) from #412 Project Account maintained by the Benzie County Treasurer, including but not limited to copies of checks/payments made from that Account.
5. Any and all records related to revenue, deposits, transfers, debits and/or payments made (expenses/expenditures) from #312 Bond Proceeds Account maintained by the Benzie County Treasurer, including but not limited to copies of checks/payments made from that Account.
6. For the period of April 2016 to the present date: Any and all correspondence, e-mails, and communications of any kind or description between Edmund London & Associates, and/or its attorneys, agents or representatives and Benzie County, the Benzie County Board of Commissioners, Benzie County Building Authority, and any attorney, agent or representative on

behalf of the Building Authority. You may exclude documents that were previously produced in response to the FOIA request by Phil Hoyt dated April 12, 2016.

7. For the period of April 2016 to the present date: Any and all correspondence, e-mails, and communications of any kind or description between Comstock Construction Company, and/or its attorneys, agents or representatives and Benzie County, the Benzie County Board of Commissioners, Benzie County Building Authority, and any attorney, agent or representative on behalf of the Building Authority. You may exclude documents that were previously produced in response to the FOIA request by Phil Hoyt dated April 12, 2016.

8. Other than the March 22, 2016, letter from Darleen Hoffert to the Board of Commissioners, provide any and all communication, of any kind or description, to or from the Building Authority and/or the Board of Commissioners and the Benzie County DHHS Board.

9. All financial reports or summaries regarding #412 Project Account and/or #312 Bond Proceeds Account provided to the Building Authority and/or the Board of Commissioners from the date of creation of those Accounts to the present date.

The scope of this FOIA request is to provide any document in your files and/or those maintained by Benzie County, Benzie County Board of Commissioners, Benzie County Building Authority, any individual members of the Benzie County Board of Commissioners or the Building Authority, and/or representative or agent on behalf of Benzie County, Benzie County Board of Commissioners and/or the Building Authority, regarding The Maples construction project.

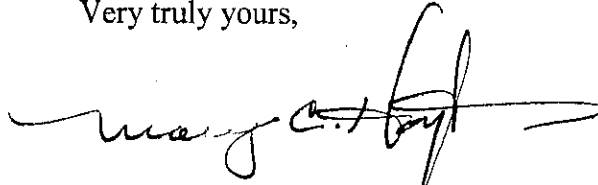
The term "document" as used in this FOIA request is to be construed in the broadest possible manner and includes any written, graphic or recorded matter, however produced or reproduced, of any kind or description, including both sides of any two-sided writing, drafts or marked copies.

Pursuant to MCL 15.234(2), this request concerns a matter of great public interest to the community, and as such we would request a waiver of any fees related to responding to this FOIA request. Please see the attached minutes of the June 14, 2016, board meeting of the Benzie County Commissioner's wherein an April 2016, FOIA request regarding the construction of The Maples was deemed a matter of public interest.

If all or any part of this request is denied, please cite the specific exemptions to justify your refusal to release the information, under Section 13 of MI-FOIA, and the reason why you have not invoked your discretion to release the requested documents in the public interest. We further request any portion of a document that may be segregated or redacted, and which you might otherwise withhold. For each record or portion of a record which you withhold, we specifically request a particularized description of the basis for withholding it.

As you are aware, a response to a request under MI-FOIA must be completed within **FIVE (5) business days**. If additional time is required, please contact the undersigned immediately. We thank you in advance for your time and attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mary C. Hoyt", with a long horizontal flourish extending to the right.

Mary C. Hoyt
On behalf of **Taxpayers for The Maples**
Cell (231)499-0937

THE BENZIE COUNTY BOARD OF COMMISSIONERS

June 14, 2016

The Benzie County Board of Commissioners met in a regular meeting on Tuesday, June 14, 2016, 448 Court Place, Government Center, Beulah, Michigan.

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

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

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

Agenda:

Motion by Walterhouse, seconded by Carland, to approve the agenda as amended, adding one additional 2% grant for Veterans to the Action Items. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

Minutes:

Motion by Bates, seconded by Sauer, to approve the regular session minutes of May 24, 2016 as amended on page 2 adding last name to Dr. Lois Goslinoski and page 4 line 3 correcting to County Planning Commission. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

Motion by Walterhouse, seconded by Carland, to approve the closed session minutes of May 24, 2016 as presented. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

9:03 a.m. Public Input

Mary Lee Orr is here in support of the resolution to shut down the Enbridge Pipeline; Blaine Township has passed the resolution; article on editorial page of the Record Eagle to shut down the pipeline; what is needed is admission by Enbridge that the pipeline is outdated.

Harry Bannister, Frankfort businessman, member of DDA of Frankfort; also founding member of the Advocates for Benzie County; running for County Commissioner for District 3 – Frankfort and Crystal Lake Township.

J. Douglas Holmes, spoke regarding taxes – rather than hike our taxes, ask each department to cut a tiny bit; Rails to Trails; AES – people in Manistee are really ticked off; they will take tax money.

9:08 a.m. Public Input Closed

PUBLIC HEARING – Summer Tax Rate – L-4029

Tom Longanbach, Equalization Director, stated that the summer tax levy only effects the General Fund not the Maples, Jail, EMS, etc. The operating millage that the county levied last year will be the same or less this year, due to Headlee millage reduction; the state limits each taxing authority to the revenue that was generated in the prior year, without a public hearing; for the County. convention and cigarette tax revenue must be deducted from the tax revenue collected the year before; that adjusted revenue is the maximum allowable without a tax hearing; the purpose of this meeting is to notify the public of the County's intent to levy the maximum allowable under Headlee.

9:12 a.m. Public Hearing Opened

COMMISSIONERS

Page 2 of 6

June 14, 2016

Harry Bannister asked if the Convention and Facilities tax is county. How does it work? Do we have large conventions in Benzie County? Where does it come from? Is it the same amount every year? No other public requested to speak.

9:15 a.m. Public Hearing Closed

L-4029: Motion by Bates, seconded by Walterhouse, to adopt the L-4029 to levy the maximum allowable of 3.4919, authorizing the chairman and clerk to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

ELECTED OFFICIALS & DEPT HEAD COMMENTS:

Bob Roelofs & Camp Bailey, Veterans Affairs, Bob stated that he has provided today a 2% grant application for the Veterans Affairs to be handled later in the meeting; Thank you for your support; all is well with Veterans Affairs.

Frank Post, Emergency Management, provided the April and May 2016 monthly activity reports; reported that he has some 2% grants application to be handled under Action Items; reported that sand bags are now being stored at the Sleeping Bear Dunes National Lakeshore in Empire – which is closer than other available sites; gave a report following the Active Shooter exercise and he reviewed how the exercise went. Frank requests authorization to attend the FEMA National Emergency Management Advanced Academy in Emmitsburg, Maryland; the only cost to the county would be meals – other expenses are reimbursed by the Emergency Management Institute.

Motion by Walterhouse, seconded by Carland, to authorize food expense to Frank Post while attending the National Emergency Management Academy with that expense to come from his budget. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

Animal Control report for May, 2016 received.

COMMISSIONER REPORTS

Comm Carland reported that he attended the Villages and Township meetings; Airport Authority meeting stating that the airport has been downgraded from a basic to general utility airport so they cannot receive MDOT funds; the Planning Commission met last Thursday and he stated that the Master Plan is to be done by June 30; they have also solicited a quote from Networks Northwest for support; COG met last night in Traverse City.

Comm Bates reported that he attended the Lake and Almira Township meetings and Lake Township is seeing some building going on – six or eight new home construction; Lake Twp is working with one of the homeowner associations on fixing roads in that area; Almira Twp discussed the Dune Fest Concert that they host; they are working on a cemetery ordinance updates; surplus property getting rid of; Rolling Thunder veterans' motorcycle ride will go on North Shore then on to Frankfort – to be held June 18 (this weekend).

Comm Walterhouse reported on the BVT – map; he had two other meetings that were cancelled; June 6 he attended the Homestead Township meeting.

COMMISSIONERS

Page 3 of 6

June 14, 2016

Comm Sauer says thank you for the showing at the Veterans Memorial it was nice to see everyone; he attended the Joyfield, Blaine and Village of Thompsonville meetings; the Village has to upgrade their water system – they will try to do it in the fall. Then will upgrade two old water mains next year. The DEQ is forcing a lot of this. They have the financing set up locally.

Comm Warsecke stated that the Conservation District meeting was cancelled; he was at Inland Township last night and they are putting in a high-output water well to fill the fire trucks; the Memorial Day ceremony was great.

Comm Griner stated that he had an open heart procedure so the first meeting he attended was the Maples – the process is unacceptable that we started the process in 2010 and we are now 2016 and it still isn't open.

Mitch Deisch reviews a financial sheet that has been provided dated May 23, 2016.

Tom Longanbach stated that the spray/sprinkle is done; Option 3 encapsulation was dropped; extended smoke detectors are being installed now; after Ed Hale inspects and reports, then we will decide which way to go depending on what the report says.

Roger stated that we haven't talked about recovering the funds – I am really concerned about the drop dead date of whether we are going to do a roof or not.

10:15 a.m. Recess

10:23 a.m. Reconvene

COUNTY ADMINISTRATOR'S REPORT – Mitch Deisch

- His 6-month evaluation needs to be completed; will be scheduled for June 28 closed session; we need one additional HR committee member to assist in gathering information.
- We also need to get the list of AES membership for June 28 approval.

FINANCE

Bills: Motion by Walterhouse, seconded by Carland, to approve payment of the bills from May 19, 2016 to June 9, 2016 in the amount of \$567,899.10, as presented. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

HR AND PERSONNEL

Consent Calendar: Motion by Bates, seconded by Warsecke, to approve the May 24, 2016 HR Committee Consent Calendar item 1 as presented. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

COMMITTEE APPOINTMENTS

EMS: Motion by Walterhouse, seconded by Bates, to appoint Mike Mead to the EMS Committee to fill a vacancy with an expiration date of December 31, 2017. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

ACTION ITEMS

Resolution 2016-017: Motion by Walterhouse, seconded by Bates, to adopt Resolution 2016-017 to Support the Closing of Enbridge Line 5 under the Straits of Mackinac as presented. Roll call. Ayes: Carland and Walterhouse Nays: Bates, Griner, Sauer and Warsecke Exc: Tucker Motion denied.

COMMISSIONERS

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June 14, 2016

Chairman Griner has asked that the County Administrator send a letter to the Attorney General and ask him to shed some light on this and to request a response.

Resolution 2016-018: Motion by Walterhouse, seconded by Griner, to adopt Resolution 2016-018 for the Area Agency on Aging of Northwest Michigan Multi-Year Plan for FY 2017-2019 as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

Amended Child Care Fund Budget: Motion by Walterhouse, seconded by Carland, to adopt the Amended Child Care Budget for FY 2015-2016 as presented. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

NMCAA Housing Contract for Services: Motion by Walterhouse, seconded by Bates, to enter in contract with Northwest Michigan Community Action Agency for administration of Homeowner Rehabilitation purposes, as presented. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

2% Grant Applications - 9:

Motion by Walterhouse, seconded by Bates, to approve the Tribal Council Allocation of 2% Fund Application Form for Emergency Medical Services in the amount of \$29,660.00 as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

Motion by Walterhouse, seconded by Bates, to approve the Tribal Council Allocation of 2% Fund Application Form for Emergency Management in the amount of \$37,112.00 as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

Motion by Walterhouse, seconded by Bates, to approve the Tribal Council Allocation of 2% Fund Application Form for Emergency Management in the amount of \$10,050.00 as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

Motion by Walterhouse, seconded by Bates, to approve the Tribal Council Allocation of 2% Fund Application Form for Emergency Management in the amount of \$102,129.00 as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

Motion by Walterhouse, seconded by Bates, to approve the Tribal Council Allocation of 2% Fund Application Form for Emergency Management in the amount of \$9,900.00 as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

Motion by Walterhouse, seconded by Bates, to approve the Tribal Council Allocation of 2% Fund Application Form for the Maples – Benzie County Medical Care Facility in the amount of \$12,768.00 as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

COMMISSIONERS

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June 14, 2016

Motion by Walterhouse, seconded by Bates, to approve the Tribal Council Allocation of 2% Fund Application Form for Benzie County Council on Aging in the amount of \$16,140.00 as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

Motion by Walterhouse, seconded by Bates, to approve the Tribal Council Allocation of 2% Fund Application Form for Benzie Area Christian Neighbors in the amount of \$18,096.00 as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

Motion by Sauer, seconded by Bates, to approve the Tribal Council Allocation of 2% Fund Application Form for Benzie County Veterans Affairs in the amount of \$20,000.00 as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

FOIA Appeal: Mitch Deisch, County Administrator, stated that this FOIA appeal is a request from Phil Hoyt for the waiver of the fees as being excess; this has been discussed with Mr. Figura and he agrees with Mitch that the fee should not be waived; but it is the right of the individual to request an appeal.

Mr. Hoyt stated that he is turning this over to his Attorney Lisa Vogler to discuss this matter; they feel this FOIA is of public interest and the fees should be waived.

Chairman Griner stated that the request is to waive fees for the Hoyts.

Motion by Bates, seconded by Griner, that with regard to the Hoyt Appeal, that the county waive all additional fees in excess of the \$98.00 that has been paid. Roll call. Ayes: Bates, Griner, Sauer and Walterhouse Nays: Carland and Warsecke Exc: Tucker Motion carried.

CORRESPONDENCE

- Cheboygan County Resolution 16-09 regarding Clean Water Act received.
- Cheboygan County Resolution 16-10 regarding Urging State Transparency received.
- Frankfort City County Airport Authority minutes of March 3, 2016 received.
- Parks & Recreation minutes of April 25, 2016 received.
- Benzie-Leelanau Health Dept Board minutes of May 26, 2016 received.
- Veterans Affairs minutes of May 2, 2016 received.

NEW BUSINESS – None

11:35 a.m. Public Input

Sara Swanson, Prosecuting Attorney, stated that on Friday, June 17 at 9:00 a.m. she will be hosting and gathering information regarding a K-9 Advocacy Program here in the Commissioners Room and invites all board members to attend.

11:36 a.m. Public Input Closed

Motion by Bates, seconded by Warsecke, to adjourn until the June 28, 2016 Regular meeting or the call of the chair. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Nays: None Motion carried

COMMISSIONERS

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June 14, 2016

Roger L. Griner – Chair

Dawn Olney, Benzie County Clerk

INDEX

1. Approved the agenda as amended.
2. Approved the regular session minutes of May 24, 2016 as amended.
3. Approved the closed session minutes of May 24, 2016 as presented.
4. Adopted the L-4029 to levy the max allowable of 3.4919, auth the chair and clerk to sign.
5. Authorized food expense to Frank Post while attending the National Emergency Management Academy with that expense to come from his budget.
6. Approved payment of the bills from May 19, 2016 to June 9, 2016 in the amount of \$567,899.10, as presented.
7. Approved the May 24, 2016 HR Committee Consent Calendar item 1 as presented.
8. Appointed Mike Mead to the EMS Committee to fill a vacancy with an expiration date of December 31, 2017.
9. Adopted Resolution 2016-017 to Support the Closing of Enbridge Line 5 under the Straits of Mackinac as presented.
10. Adopted Resolution 2016-018 for the Area Agency on Aging of Northwest Michigan Multi-Year Plan for FY 2017-2019 as presented, authorizing the chairman to sign.
11. Adopted the Amended Child Care Budget for FY 2015-2016 as presented.
12. Entered into contract with Northwest Michigan Community Action Agency for administration of Homeowner Rehabilitation purposes, as presented.
13. Approved the Tribal Council Allocation of 2% Fund App for Emergency Medical Services in the amount of \$29,660.00 as presented, authorizing the chairman to sign.
14. Approved the Tribal Council Allocation of 2% Fund App for Emergency Management in the amount of \$37,112.00 as presented, authorizing the chairman to sign.
15. Approved the Tribal Council Allocation of 2% Fund App for Emergency Management in the amount of \$10,050.00 as presented, authorizing the chairman to sign.
16. Approved the Tribal Council Allocation of 2% Fund App for Emergency Management in the amount of \$102,129.00 as presented, authorizing the chairman to sign.
17. Approved the Tribal Council Allocation of 2% Fund App for Emergency Management in the amount of \$9,900.00 as presented, authorizing the chairman to sign.
18. Approved the Tribal Council Allocation of 2% Fund App for the Maples – Benzie County Medical Care Facility in the amount of \$12,768.00 as presented, auth the chairman to sign.
19. Approved the Tribal Council Allocation of 2% Fund App for Benzie County Council on Aging in the amount of \$16,140.00 as presented, authorizing the chairman to sign.
20. Approved the Tribal Council Allocation of 2% Fund App for Benzie Area Christian Neighbors in the amount of \$18,096.00 as presented, authorizing the chairman to sign.
21. Approved the Tribal Council Allocation of 2% Fund App for Benzie County Veterans Affairs in the amount of \$20,000.00 as presented, authorizing the chairman to sign.
22. Approved Hoyt FOIA Appeal as requested.

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

1. To appoint Coury Carland to sit in with the union negotiations.



448 Court Place • Beulah, MI 49617

October 6, 2016

Taxpayers for the Maples
57 N. Michigan Ave.
Beulah, MI 49617

Re: FOIA request dated September 15, 2016, #89

Dear Taxpayers for the Maples:

This is in response to your September 15, 2016 FOIA request to Benzie County, that was hand delivered to the Administrators office.

The items 1-9 in which you have requested can be reasonably identified and are of public record.

1. Request is granted. The available records comprise approximately 24 pages.
2. Request is granted. We have in our possession only a performance bond provided by Comstock Construction Company. The available records comprise approximately 9 pages.
3. Request is granted. Some items on the invoices have been redacted as being subject to the attorney-client privilege and exempt from disclosure under MCL [MCL 15.243(1)(g)] and have been redacted. The available records comprise approximately 86 pages.
- 4 & 5. To the extent fully responding to this request would require the creation of a new compilation, summary, or report of information, the request is denied pursuant to MCL 15.233(4). Nevertheless, in an effort to accommodate the request we can provide existing summaries of financial reports for Fund 312 and Fund 412. These records comprise approximately 14 pages.
- 6 – 8. The request is granted. The available records comprise approximately 74 pages.
9. The request is granted. The available records comprise approximately 1 page.

24
9
86
14
74
1
208pgs

I have attached the Detailed Cost Itemization, this is the actual cost of labor to retrieve, copy, redact and retain the use of contract labor attorneys to respond and redact attorney client privilege information as noted in item 3. As soon as the fee is paid the records can be released.

As to your request to have the fees waived, you have the right to request such a waiver from the board of commissioners. The BOC did not waive the entire fee last time – just the amount over ½ of the estimate.

If you have any questions, please contact me at 231-882-0035.

Regards,

A handwritten signature in cursive script that reads "Mitchell D. Deisch". The signature is written in dark ink and is positioned above the typed name.

Benzie County
Mitchell D. Deisch, Administrator

cc: County Commissioners
Maridee Cutler, Deputy County Administrator
Dick Figura, County Legal Counsel

County: Keep original and provide copies of both sides of each sheet, along with Public Summary, to Requestor at no charge.

Benzie County
448 Court Place, Beulah, MI 49617
Phone: 231-882-0035

**Detailed Cost
Itemization**

Freedom of Information Act Request Detailed Cost Itemization

Date: 10/6/16

Prepared for Request No.: # 89

Date Request Received: 9/15/16

The following costs are being charged / estimated in compliance with Section 4 of the Michigan Freedom of Information Act, MCL 15.234, according to the County's FOIA Policies and Guidelines. If the County is seeking a 50% deposit prior to providing the public records sought, the estimate is itemized on this form, lines 1-5 below.

If all or a portion of the requested information is available on the County's website, the County is required to tell you it is available on the website and, where practicable, include a specific webpage address where the information is available. In this case www.benzieco.net:

- ☐ None
- ☐ Some
- ☐ All

of the requested material can be found at the following webpage(s):

If the webpage is all the information you need, it is provided without charge. If, however, you still wish to receive a copy of material from the webpage, please let us know. The FOIA charges will apply if the County is required to produce copies of material from the webpage.

☐ Requestor has stipulated that some / all of the requested records that are already available on the County's website but requests they be provided in a paper or non-paper physical digital medium and acknowledges that providing the records in that format shall be subject to Benzie County's normal charges outlined below.

1. Labor Cost to Locate:

This is the cost of labor directly associated with the necessary searching for, locating, and examining public records in conjunction with receiving and fulfilling a granted written request. **This fee is being charged because failure to do so will result in unreasonably high costs to Benzie County because of the nature of the request in this particular instance, specifically:** _____

The County will not charge more than the hourly wage of its lowest-paid employee capable of searching for, locating, and examining the public records in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in 15-minute time increments; all partial time increments are rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Wage Charged: \$ 14.00

Charge per ¼ hour: \$ 3.50

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

Multiply the hourly wage by the percentage multiplier: 40% and add to the hourly wage for a total per hour rate.

Charge per ¼ hour: \$ _____

[For records already available on the County's website that Requestor has requested in a paper or non-paper digital medium, greater than the 40% limitation, not to exceed the actual costs may be used to calculate Fringe Benefit Costs to be added to the hourly wage].

☐ Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)

To figure the number of increments, take the number of minutes: _____, divide by 15-minute increments, and round down. Enter below:

Number of increments

x 25 =

1. Labor Cost

\$ 87.50

2. Labor Cost for Copying / Duplication

This is the cost of labor directly associated with duplication of publication, including making paper copies, making digital copies, or transferring digital public records to be given to the requestor on non-paper physical media or through the Internet or other electronic means as stipulated by the requestor.

This will not be more than the hourly wage of the County's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in 15-minute time increments as set by the County Board of Commissioners (for example: 15-minutes or more); all partial time increments will be rounded down. *If the number of minutes is less than one increment, there is no charge.*

Hourly Wage Charged: \$ 14.00

Charge per ¼ hour: \$ 3.50

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

Multiply the hourly wage by the percentage multiplier: 40% and add to the hourly wage for a total per hour rate.

Charge per ¼ hour: \$ _____

[For records already available on the County's website that Requestor has requested in a paper or non-paper digital medium, greater than the 40% limitation, not to exceed the actual costs may be used to calculate Fringe Benefit Costs to be added to the hourly wage].

☐ Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)

To figure the number of increments, take the number of minutes: _____, divide by 15-minute increments, and round down. Enter below:

Number of increments

x 21 =

2. Labor Cost

\$ 73.50

3a. Employee Labor Cost for Separating Exempt from Non-Exempt (Redacting):

(Fill this out if using a County employee. If contracted, use No. 3b instead).

The County will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to the County that are excessive and beyond the normal or usual amount for those services compared to the County's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____

This is the cost of labor of a County employee, including necessary review, directly associated with separating and deleting exempt from nonexempt information. This shall not be more than the hourly wage of the County's lowest-paid employee capable of separating and deleting exempt from nonexempt information in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged 15-minute time increments; all partial time increments will be rounded down. If the number of minutes is less than 15, there is no charge.

Hourly Wage Charged: \$ 14.00

Charge per 1/4 hour: \$ 3.50

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

Multiply the hourly wage by the percentage multiplier: 40% and add to the hourly wage for a total per hour rate.

Charge per 1/4 hour: \$ _____

[For records already available on the County's website that Requestor has requested in a paper or non-paper digital medium, greater than the 50% limitation, not to exceed the actual costs may be used to calculate Fringe Benefit Costs to be added to the hourly wage].

☐ Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)

To figure the number of increments, take the number of minutes: _____ divide by 15-minute increments, and round down. Enter below:

Number of increments

x 6 =

3a.

Labor Cost

\$ 21.00

3b. Contracted Labor Cost for Separating Exempt from Non-Exempt (Redacting):

(Fill this out if using a contractor, such as the attorney. If using in-house employee, use No. 3a instead.)

The County will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to the County that are excessive and beyond the normal or usual amount for those services compared to the County's usual FOIA requests, because of the nature of the request in this particular instance, specifically:

As this County does not employ a person capable of separating exempt from non-exempt information in this particular instance, as determined by the FOIA Coordinator, this is the cost of labor of a **contractor** (i.e.: outside attorney), including necessary review, directly associated with separating and deleting exempt information from nonexempt information. This will not exceed an amount equal to 6 times the state minimum hourly wage rate of \$51.00 (currently \$8.15). now \$8.50

Name of contracted person or firm: Mr. Richard Figura
Mr. Edward Roy

These costs will be estimated and charged in 15-minute time increments (must be 15-minutes or more); all partial time increments will be rounded down. If the number of minutes is less than 15, there is no charge.

Hourly Cost Charged: \$ 51.00

Charge per increment: \$ 12.75

To figure the number of increments, take the number of minutes: _____ divide by 15-minute increments, and round down to: _____ increments. Enter below:

Number of increments

x 35 =

3b. Labor Cost

\$ 446.25

4. Copying / Duplication Cost:

Copying costs may be charged if a copy of a public record is requested, or for the necessary copying of a record for inspection (for example, to allow for blacking out exempt information, to protect old or delicate original records, or because the original record is a digital file or database not available for public inspection).

No more than the actual cost of a sheet of paper, up to maximum 10 cents per sheet for:

- Letter (8 1/2 x 11-inch, single and double-sided): 01 cents per sheet
- Legal (8 1/2 x 14-inch, single and double-sided): _____ cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- Other paper sizes (single and double-sided): _____ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- Circle applicable: Disc / Tape / Drive / Other Digital Medium Cost per Item: _____

The cost of paper copies is calculated as a total cost per sheet of paper. The fee does not exceed 10 cents per sheet of paper for copies of public records made on 8-1/2- by 11-inch paper or 8-1/2- by 14-inch paper. The County will utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.

Number of Sheets:

x 208 =

Costs:

\$ 2.08

x _____ =

\$ _____

x _____ =

\$ _____

No. of Items:

x _____ =

\$ _____

4. Total Copy Cost

\$ 2.08

5. Mailing Cost:

The County will charge the actual cost of mailing, if any, for sending records in a reasonably economical and justifiable manner. Delivery confirmation is not required.

- The County *may* charge for the least expensive form of postal delivery confirmation.
- The County *does not* charge more for expedited shipping or insurance unless specifically requested by the requestor.*

Actual Cost of Envelope or Packaging: \$.104

Actual Cost of Postage: \$ 7.35 per stamp

\$ _____ per pound

\$ _____ per package

Actual Cost (least expensive) Postal Delivery Confirmation: \$ _____

*Expedited Shipping or Insurance as Requested: \$ _____

☐ * Requestor has requested expedited shipping or insurance

Number of
Envelopes or
Packages:

x 1 = \$.104

x 1 = \$ 7.35

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

Costs:

5. Total
Mailing Cost
\$ 7.45

Subtotal Fees Before Waivers, Discounts or Deposits:

Estimated Time Frame to Provide Records:

_____ (days or date)

The time frame estimate is nonbinding upon the County, but the County is providing the estimate in good faith. Providing an estimated time frame does not relieve the County from any of the other requirements of this act.

☐ Cost estimate

☒ Bill

1. Labor Cost to Locate: \$ 87.60

2. Labor Cost for Copying: \$ 76.50

3a. Labor Cost to Redact: \$ 21.00

3b. Contract Labor Cost to Redact: \$ 446.25

4. Copying/Duplication Cost: \$ 2.08

5. Mailing Cost: \$ 7.45

Subtotal Fees: \$ 637.78

Waiver: Public Interest

A search for a public record may be conducted or copies of public records may be furnished without charge or at a reduced charge if the County determines that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public record can be considered as primarily benefiting the general public.

☐ All fees are waived OR ☐ All fees are reduced by: _____ %

Subtotal Fees
After Waiver: \$ _____

Discount: Indigence

A public record search will be made and a copy of a public record will be furnished without charge for the first \$20.00 of the fee for each request by an individual who is entitled to information under this act and who:

- 1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, OR
- 2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.

If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if ANY of the following apply:

- (i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year, OR
- (ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

☐ Eligible for Indigence Discount

Subtotal Fees
After Discount
(subtract \$20):

\$ 0

Discount: Nonprofit Organization

A public record search will be made and a copy of a public record will be furnished without charge for the first \$20.00 of the fee for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the federal Protection and Advocacy for Individuals with Mental Illness Act, if the request meets ALL of the following requirements:

- (i) Is made directly on behalf of the organization or its clients.
- (ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Michigan Mental Health Code, 1974 PA 258, MCL 330.1931.
- (iii) Is accompanied by documentation of its designation by the state, if requested by the County.

☐ Eligible for Nonprofit Discount

Subtotal Fees
After Discount
(subtract \$20):

\$ 0

Deposit: Good Faith

The County may require a good-faith deposit before providing the public records to the Requestor if the entire fee estimate or charge authorized under this section exceeds \$50.00, based on a good-faith calculation of the total fee. The deposit cannot exceed 1/2 of the total estimated fee. Percent of Deposit: _____%

Date Paid:

Deposit
Amount
Required:

\$ 0

Deposit: Increased Deposit Due to Previous FOIA Fees Not Paid In Full

After the County has granted and fulfilled a written request from an individual under this Act, if the County has not been paid in full the total amount of fees for the copies of public records that the County made available to the individual as a result of that written request, the County may require an increased estimated fee deposit of up to 100% of the estimated fee before it begins a full public record search for any subsequent written request from that individual if ALL of the following apply:

- (a) The final fee for the prior written request was not more than 105% of the estimated fee.
- (b) The public records made available contained the information being sought in the prior written request and are still in the County's possession.
- (c) The public records were made available to the individual, subject to payment, within the best effort estimated time frame given for the previous request.
- (d) Ninety (90) days have passed since the County notified the individual in writing that the public records were available for pickup or mailing.
- (e) The individual is unable to show proof of prior payment to the County.
- (f) The County calculates a detailed itemization, as required under MCL 15.234, that is the basis for the current written request's increased estimated fee deposit.

The County can no longer require an increased estimated fee deposit from an individual if ANY of the following apply:

- (a) The individual is able to show proof of prior payment in full to the County, OR
- (b) The County is subsequently paid in full for the applicable prior written request, OR
- (c) Three hundred sixty-five (365) days have passed since the individual made the written request for which full payment was not remitted to the County.

Percent
Deposit
Required:

_____ %

Deposit
Required:

\$ 0

Date Paid:

14. Late Response Labor Costs Reduction

If the County does not respond to a written request in a timely manner as required under MCL 15.235(2), the County will do the following:

- (a) Reduce the charges for labor costs otherwise permitted by 5% for each day the County exceeds the time permitted for a response to the request, with a maximum 50% reduction.

Number of
Days Over
Required
Response
Time:

Multiply by 5%

= Total Percent
Reduction:

Total Labor
Costs

\$ _____

Minus
Reduction

\$ _____

= Reduced
Total Labor
Costs
\$ _____

15. Balance Due (Deduct amount on Line 14 from amount on Line 13c)

Date
Paid

Total
Balance
Due:

\$ _____

The Public Summary of the County's FOIA Procedures and Guidelines is available free of charge from:

Website: www.benzieco.net

Email: mcutler@benzieco.net

Phone: 231-882-0035

Address: 448 Court Place, Beulah, MI 49617

Request Will Be Processed, But Balance Must Be Paid Before Copies May Be Picked Up, Delivered or Mailed

Michigan Compiled Laws Annotated

Chapter 15. Public Officers and Employees (Refs & Annos)

Freedom of Information Act (Refs & Annos)

M.C.L.A. 15.234

15.234. Fee; conditions and limitations; amount; discount; procedures and guidelines; availability on website; verbal request; deposit; failure to respond in timely manner; applicability; failure to pay in full

Effective: July 1, 2015

Currentness

Sec. 4. (1) A public body may charge a fee for a public record search, for the necessary copying of a public record for inspection, or for providing a copy of a public record if it has established, makes publicly available, and follows procedures and guidelines to implement this section as described in subsection (4). Subject to subsections (2), (3), (4), (5), and (9), the fee shall be limited to actual mailing costs, and to the actual incremental cost of duplication or publication including labor, the cost of search, examination, review, and the deletion and separation of exempt from nonexempt information as provided in section 14.¹ Except as otherwise provided in this act, if the public body estimates or charges a fee in accordance with this act, the total fee shall not exceed the sum of the following components:

(a) That portion of labor costs directly associated with the necessary searching for, locating, and examining of public records in conjunction with receiving and fulfilling a granted written request. The public body shall not charge more than the hourly wage of its lowest-paid employee capable of searching for, locating, and examining the public records in the particular instance regardless of whether that person is available or who actually performs the labor. Labor costs under this subdivision shall be estimated and charged in increments of 15 minutes or more, with all partial time increments rounded down.

(b) That portion of labor costs, including necessary review, if any, directly associated with the separating and deleting of exempt information from nonexempt information as provided in section 14. For services performed by an employee of the public body, the public body shall not charge more than the hourly wage of its lowest-paid employee capable of separating and deleting exempt information from nonexempt information in the particular instance as provided in section 14, regardless of whether that person is available or who actually performs the labor. If a public body does not employ a person capable of separating and deleting exempt information from nonexempt information in the particular instance as provided in section 14 as determined by the public body's FOIA coordinator on a case-by-case basis, it may treat necessary contracted labor costs used for the separating and deleting of exempt information from nonexempt information in the same manner as employee labor costs when calculating charges under this subdivision if it clearly notes the name of the contracted person or firm on the detailed itemization described under subsection (4). Total labor costs calculated under this subdivision for contracted labor costs shall not exceed an amount equal to 6 times the state minimum hourly wage rate determined under section 4 of the workforce opportunity wage act, 2014 PA 138, MCL 408.411 to 408.424. Labor costs under this subdivision shall be estimated and charged in increments of 15 minutes or more, with all partial time increments rounded down. A public body shall not charge for labor directly associated with redaction under section 14 if it knows or has reason to know that it previously redacted the public record in question and the redacted version is still in the public body's possession.

(c) For public records provided to the requestor on nonpaper physical media, the actual and most reasonably economical cost of the computer discs, computer tapes, or other digital or similar media. The requestor may stipulate that the public records be provided on nonpaper physical media, electronically mailed, or otherwise electronically provided to him or her in lieu of paper copies. This subdivision does not apply if a public body lacks the technological capability necessary to provide records on the particular nonpaper physical media stipulated in the particular instance.

(d) For paper copies of public records provided to the requestor, the actual total incremental cost of necessary duplication or publication, not including labor. The cost of paper copies shall be calculated as a total cost per sheet of paper and shall be itemized and noted in a manner that expresses both the cost per sheet and the number of sheets provided. The fee shall not exceed 10 cents per sheet of paper for copies of public records made on 8- 1/2 - by 11-inch paper or 8- 1/2 - by 14-inch paper. A public body shall utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.

(e) The cost of labor directly associated with duplication or publication, including making paper copies, making digital copies, or transferring digital public records to be given to the requestor on nonpaper physical media or through the internet or other electronic means as stipulated by the requestor. The public body shall not charge more than the hourly wage of its lowest-paid employee capable of necessary duplication or publication in the particular instance, regardless of whether that person is available or who actually performs the labor. Labor costs under this subdivision may be estimated and charged in time increments of the public body's choosing; however, all partial time increments shall be rounded down.

(f) The actual cost of mailing, if any, for sending the public records in a reasonably economical and justifiable manner. The public body shall not charge more for expedited shipping or insurance unless specifically stipulated by the requestor, but may otherwise charge for the least expensive form of postal delivery confirmation when mailing public records.

(2) When calculating labor costs under subsection (1)(a), (b), or (e), fee components shall be itemized in a manner that expresses both the hourly wage and the number of hours charged. The public body may also add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits if it clearly notes the percentage multiplier used to account for benefits in the detailed itemization described in subsection (4). Subject to the 50% limitation, the public body shall not charge more than the actual cost of fringe benefits, and overtime wages shall not be used in calculating the cost of fringe benefits. Overtime wages shall not be included in the calculation of labor costs unless overtime is specifically stipulated by the requestor and clearly noted on the detailed itemization described in subsection (4). A search for a public record may be conducted or copies of public records may be furnished without charge or at a reduced charge if the public body determines that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public record can be considered as primarily benefiting the general public. A public record search shall be made and a copy of a public record shall be furnished without charge for the first \$20.00 of the fee for each request by either of the following:

(a) An individual who is entitled to information under this act and who submits an affidavit stating that the individual is indigent and receiving specific public assistance or, if not receiving public assistance, stating facts showing inability to pay the cost because of indigency. If the requestor is eligible for a requested discount, the public body shall fully note the discount on the detailed itemization described under subsection (4). If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if any of the following apply:

(i) The individual has previously received discounted copies of public records under this subsection from the same public body twice during that calendar year.

(ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

(b) A nonprofit organization formally designated by the state to carry out activities under subtitle C of the developmental disabilities assistance and bill of rights act of 2000, Public Law 106-402, and the protection and advocacy for individuals with mental illness act, Public Law 99-319, or their successors, if the request meets all of the following requirements:

(i) Is made directly on behalf of the organization or its clients.

(ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the mental health code, 1974 PA 258, MCL 330.1931.

(iii) Is accompanied by documentation of its designation by the state, if requested by the public body.

(3) A fee as described in subsection (1) shall not be charged for the cost of search, examination, review, and the deletion and separation of exempt from nonexempt information as provided in section 14 unless failure to charge a fee would result in unreasonably high costs to the public body because of the nature of the request in the particular instance, and the public body specifically identifies the nature of these unreasonably high costs.

(4) A public body shall establish procedures and guidelines to implement this act and shall create a written public summary of the specific procedures and guidelines relevant to the general public regarding how to submit written requests to the public body and explaining how to understand a public body's written responses, deposit requirements, fee calculations, and avenues for challenge and appeal. The written public summary shall be written in a manner so as to be easily understood by the general public. If the public body directly or indirectly administers or maintains an official internet presence, it shall post and maintain the procedures and guidelines and its written public summary on its website. A public body shall make the procedures and guidelines publicly available by providing free copies of the procedures and guidelines and its written public summary both in the public body's response to a written request and upon request by visitors at the public body's office. A public body that posts and maintains procedures and guidelines and its written public summary on its website may include the website link to the documents in lieu of providing paper copies in its response to a written request. A public body's procedures and guidelines shall include the use of a standard form for detailed itemization of any fee amount in its responses to written requests under this act. The detailed itemization shall clearly list and explain the allowable charges for each of the 6 fee components listed under subsection (1) that compose the total fee used for estimating or charging purposes. Other public bodies may use a form created by the department of technology, management, and budget or create a form of their own that complies with this subsection. A public body that has not established procedures and guidelines, has not created a written public summary, or has not made those items publicly available without charge as required in this subsection is not relieved of its duty to comply with any requirement of this act and shall not require deposits or charge fees otherwise permitted under this act until it is in compliance with

this subsection. Notwithstanding this subsection and despite any law to the contrary, a public body's procedures and guidelines under this act are not exempt public records under section 13.²

(5) If the public body directly or indirectly administers or maintains an official internet presence, any public records available to the general public on that internet site at the time the request is made are exempt from any charges under subsection (1)(b). If the FOIA coordinator knows or has reason to know that all or a portion of the requested information is available on its website, the public body shall notify the requestor in its written response that all or a portion of the requested information is available on its website. The written response, to the degree practicable in the specific instance, shall include a specific webpage address where the requested information is available. On the detailed itemization described in subsection (4), the public body shall separate the requested public records that are available on its website from those that are not available on the website and shall inform the requestor of the additional charge to receive copies of the public records that are available on its website. If the public body has included the website address for a record in its written response to the requestor and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or other form as described under subsection (1)(c), the public body shall provide the public records in the specified format but may use a fringe benefit multiplier greater than the 50% limitation in subsection (2), not to exceed the actual costs of providing the information in the specified format.

(6) A public body may provide requested information available in public records without receipt of a written request.

(7) If a verbal request for information is for information that a public body believes is available on the public body's website, the public employee shall, where practicable and to the best of the public employee's knowledge, inform the requestor about the public body's pertinent website address.

(8) In either the public body's initial response or subsequent response as described under section 5(2)(d),³ the public body may require a good-faith deposit from the person requesting information before providing the public records to the requestor if the entire fee estimate or charge authorized under this section exceeds \$50.00, based on a good-faith calculation of the total fee described in subsection (4). Subject to subsection (10), the deposit shall not exceed $\frac{1}{2}$ of the total estimated fee, and a public body's request for a deposit shall include a detailed itemization as required under subsection (4). The response shall also contain a best efforts estimate by the public body regarding the time frame it will take the public body to comply with the law in providing the public records to the requestor. The time frame estimate is nonbinding upon the public body, but the public body shall provide the estimate in good faith and strive to be reasonably accurate and to provide the public records in a manner based on this state's public policy under section 1 and the nature of the request in the particular instance. If a public body does not respond in a timely manner as described under section 5(2), it is not relieved from its requirements to provide proper fee calculations and time frame estimates in any tardy responses. Providing an estimated time frame does not relieve a public body from any of the other requirements of this act.

(9) If a public body does not respond to a written request in a timely manner as required under section 5(2), the public body shall do the following:

(a) Reduce the charges for labor costs otherwise permitted under this section by 5% for each day the public body exceeds the time permitted under section 5(2) for a response to the request, with a maximum 50% reduction, if either of the following applies:

(i) The late response was willful and intentional.

(ii) The written request included language that conveyed a request for information within the first 250 words of the body of a letter, facsimile, electronic mail, or electronic mail attachment, or specifically included the words, characters, or abbreviations for "freedom of information", "information", "FOIA", "copy", or a recognizable misspelling of such, or appropriate legal code reference for this act, on the front of an envelope, or in the subject line of an electronic mail, letter, or facsimile cover page.

(b) If a charge reduction is required under subdivision (a), fully note the charge reduction on the detailed itemization described under subsection (4).

(10) This section does not apply to public records prepared under an act or statute specifically authorizing the sale of those public records to the public, or if the amount of the fee for providing a copy of the public record is otherwise specifically provided by an act or statute.

(11) Subject to subsection (12), after a public body has granted and fulfilled a written request from an individual under this act, if the public body has not been paid in full the total amount under subsection (1) for the copies of public records that the public body made available to the individual as a result of that written request, the public body may require a deposit of up to 100% of the estimated fee before it begins a full public record search for any subsequent written request from that individual if all of the following apply:

(a) The final fee for the prior written request was not more than 105% of the estimated fee.

(b) The public records made available contained the information being sought in the prior written request and are still in the public body's possession.

(c) The public records were made available to the individual, subject to payment, within the time frame estimate described under subsection (7).

(d) Ninety days have passed since the public body notified the individual in writing that the public records were available for pickup or mailing.

(e) The individual is unable to show proof of prior payment to the public body.

(f) The public body calculates a detailed itemization, as required under subsection (4), that is the basis for the current written request's increased estimated fee deposit.

(12) A public body shall no longer require an increased estimated fee deposit from an individual as described under subsection (11) if any of the following apply:

CORRESPONDENCE

LEGAL LEVELS JAN. 1 - APR. 30 8. NOV. 1 - DEC. 31
MAY 1 - OCT. 31

600.25

B.M. N. SIDE BOAT RAMP ELEV. 601.87

2

[illegible]

RECEIVED

NOV 03 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

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

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

The agenda was accepted as presented.

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

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

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

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

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

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

New Business:

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

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

Correspondence/Information/Discussion:

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

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OCT 31 2016

101

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Page 2, Benzie CRC mtg 10/13/16

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

Public Input: None

Meeting was adjourned at 10:35 AM.

Minutes Approved 10/27/16

Robert Rosa, Chairman

Kathleen A, Jordan, Clerk



**Grand Traverse Band of Ottawa and
Chippewa Indians**

2605 N. West Bay Shore Drive
Peshawbestown, MI 49682
Ph# (231) 534-7500
Fax# (231) 534-7576

October 18, 2016

Benzie County Board of Commissioners
448 Court Place
Beulah, MI 49617

Dear Benzie County Board of Commissioners:

It was brought to the attention of the Grand Traverse Band of Ottawa and Chippewa Indians Natural Resources Department that there is a parcel of land located in Section 5, T.26N, R.13W. Inland Township, Benzie Co., Michigan, that was formerly the location of 669 Salvage. This parcel was and/or will be forfeited to the Benzie County Treasurer due to tax delinquency and our Natural Resources Department is interested in finding out the county's plans to remediate the environmental issues located on this parcel. The salvage yard was not properly abandoned; there are visible waste piles, metallic materials, burnable waste, and debris on the parcel. A cause for concern is the fact that the parcel is located up stream of the Platte River and it is also adjacent to state land in which the Grand Traverse Band Citizenship does practice treaty rights within those areas such as hunting and fishing. Those rights were reserved in the 1836 Treaty of Washington and once again reaffirmed in the 2007 Inland Consent Decree. Our interest in the parcel is purely that of environmental concern, and we are offering our assistance if the county would like to utilize it. We look forward to hearing the county's plans to remediate this parcel. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Desmond Berry".

Desmond Berry
Natural Resources Department Manager
2605 N. West Bay Shore Drive
Peshawbestown, MI 49682
Office: (231)534-7363 Cell: (231)866-1039
Desmond.berry@gtbindians.com

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OCT 21 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

MICHIGAN STATE
UNIVERSITY

Extension

16:00

November 1, 2016

Mitch Diesch
448 Court Place
Beulah, MI 49617

Dear Mitch,

Please find attached a copy of the Agreement for Extension Services provided by MSU to Benzie County for Fiscal Year 2016-2017. This annual plan of work outlines the contributions by each partner, MSU Extension and Benzie County. This document reflects the costs for MSU Extension programs and services which was included in the annual county budgeting process that just concluded.

Please convey our deep gratitude for the continued partnership between Benzie County and MSU Extension. We appreciate the continued support to be able to provide education and resources to the residents of Benzie County. Feel free to contact me with any questions at (231) 922-4821.



Sincerely,

Jennifer Berkey
District Coordinator
MSU Extension

District Office

520 W. Front St., Ste. A
Traverse City, MI 49684

231-929-4821
Fax: 231-947-6783
www.msue.msu.edu

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NOV - 1 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES ("Agreement") is entered into this 1st day of October, 2016 by and between Benzie County, Michigan ("County"), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY ("MSU") on behalf of MICHIGAN STATE UNIVERSITY EXTENSION ("MSUE").

WHEREAS the United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation's land grant universities to oversee its work; and,

WHEREAS MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

WHEREAS For more than 100 years, MSUE has helped grow Michigan's economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

WHEREAS It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

WHEREAS MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community & Economic Development, Natural Resources

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.
2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. 0.5 FTE 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").

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NOV - 1 2016

Benzie County

BENZIE COUNTY
MICHIGAN
COUNTY CLERK
JANUARY 1, 2017

6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will Provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
 - a. Sufficient Office space to house Extension staff as agreed upon between the County and the MSUE District Coordinator.
 - b. Utilities, including telephone & telephone service sufficient to meet the needs of Personnel utilizing the MSUE office space.
 - c. High-speed Internet service sufficient to meet the needs of Personnel utilizing the MSUE office space.
 - d. Access to space for delivering Extension programs.
 - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible
3. Clerical support staff for the MSUE office as agreed upon between the County and MSUE District Coordinator that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

0 FTE 0

Optional:

4. Funding for additional Extension educators at \$0.
5. Funding for additional 4-H program capacity 0 FTE
6. Funding for additional paraprofessional(s) at 0 FTE

7. Total Annual Assessment in the amount of **\$39,228.**

Payments due and payable under the terms of this Agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Room 160 Justin S. Morrill Hall of Agriculture, 446 West Circle Drive, Michigan State University, East Lansing, MI 48824.

C. Staffing and Financial Summary

A. Base Assessment (includes 0.5 FTE 4-H Program Coordination)
\$39,228.

ADDITIONAL PERSONNEL

B. 0 FTE Clerical Support Staff to be employed by MSU \$0.
C. 0 FTE Educator (Program Area) \$0.
D. 0 FTE Additional 4-H Program Coordination \$0.
E. 0 FTE Additional paraprofessional staff \$0.

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2017: \$39,228.

I. Term and Termination

The obligations of the parties under this Agreement will commence on October 1, 2016 the first day of the County budget year 2017 and shall terminate on the last day of such County budget year 2017. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive; Room 160, East Lansing, MI 48824 if to MSUE and delivered to Benzie County Governmental Center, 448 Court Place, Room 205, Beulah, MI 49617, if to the County.

II. General Terms

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.
2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably

beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.

3. **Assignment.** This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Indemnification:** Without waiving any claim of governmental immunity, each party will protect, defend and indemnify the other and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including the other party's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the other party, arising out of the negligence or willful misconduct of the indemnifying party or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of the parties will survive any termination of this Agreement or completion of parties' performance under this Agreement.
7. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

By: _____

Daniel T. Evon, Director,
Contract & Grant Administration

Its: _____

Date: _____

Benzie COUNTY

By: _____

Print name: _____

Its: _____

(title)

Date: _____

Appendix A

Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media applications. We view communication with our constituents through channels such as Facebook, Twitter, and Second Life to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP)
<https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Coordinator. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:

NetRange	35.8.0.0 - 35.9.255.255
CIDR	35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

35.9.15.43 (80) (search.msu.edu)
35.9.160.36 (1935,443) (authentication)
35.8.201.221 & 35.8.201.212 (10020) (ProofPoint)
35.9.83.132 (all) (vpn.msu.edu)
35.9.81.150 (zoom.msu.edu)
35.9.121.189 and 190 (443) (SharePoint)
35.8.200.57 (80 and 443) (SharePoint)
35.9.121.221, 223, and 225 (443) (Exchange)
35.8.200.56 (80 and 443) (Exchange)
35.8.200.2—35.8.200.7 (443 TCP, 3478 UDP, 50,000-59,999 TCP/UDP) (Lync)
35.8.201.200 (443 TCP) (Lync)
35.9.121.238 & 35.9.121.211 (TCP - 80, 443, 445 & TCP/UDP – 135, 137-139, 2701-2704, 49152-65535)
35.8.200.58 (80 and 443) (Lync)
35.9.14.169 (80 and 443) (D2L – Desire to Learn)

The following applications are necessary on all computers – MS Office (preferably 2013, MSUE provides MS licensing), Lync 2013 Client, Acrobat, Zoom Client, SAP client, VPN client, AntiVirus (SEP can be provided by MSUE). (IE 10 or higher, or most recent version of Chrome and Firefox)

Other notable web server/sites IP addresses:

CANR.msu.edu – 35.8.201.199
MSUE.anr.msu.edu – 35.8.201.199
Events.anr.msu.edu – 35.8.200.220
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220
Expression Engine – 35.8.201.215

Web Hosting environment (other ANR websites) – 35.8.201.217
Master Gardener (External) – 128.120.155.54
Extension.org (External) – 152.46.27.147
Msu.zoom.us (External) – 54.165.201.102

Some configuration changes are necessary to support services such as SharePoint, including modifications to Internet Explorer. These can always be found on the ANR Technology web site.

Questions may be directed to support@anr.msu.edu, where they will be routed to the best person to assist you.