

BENZIE COUNTY BOARD OF COMMISSIONERS

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

MEETING AGENDA NOVEMBER 22, 2016

Commissioners Room, Governmental Center, Beulah, Michigan

PLEASE TURN OFF ALL ELECTRONIC DEVICES

9:00 a.m. CALL TO ORDER
 ROLL CALL
 INVOCATION AND PLEDGE OF ALLEGIANCE
 APPROVAL OF AGENDA
 APPROVAL OF MINUTES – 11/14/2016
 PUBLIC INPUT
 ELECTED OFFICIALS & DEPT HEAD COMMENTS
 COMMISSIONER REPORTS
 COUNTY ADMINISTRATOR’S REPORT – Employee MERS Contribution
 FINANCE – Approval of Bills; Consent Calendar; Sheriff Vehicle
 HR and PERSONNEL –
 COMMITTEE APPOINTMENTS – DHHS; Veterans; Parks & Rec; EMS
 ACTION ITEMS – MERS Service Purchase – Troy Lamerson
 PRESENTATION OF CORRESPONDENCE
 NEW BUSINESS –
10:00 The Maples - discussion
10:15
10:30
11:00

 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).

THE BENZIE COUNTY BOARD OF COMMISSIONERS
November 14, 2016

The Benzie County Board of Commissioners met in a special meeting on Monday, November 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, Tucker and Walterhouse
Excused: Commissioner Warsecke

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

Agenda:

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

Minutes:

Motion by Sauer, seconded by Walterhouse, to approve the regular session minutes of October 25, 2016 as presented. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

9:03 a.m. Public Input

Steve Stevens, Crystal Drive, expresses his extreme displeasure with this board and demands that you replace the roof on the Maples immediately.

Dick Hug, Joyfield Twp, spoke regarding the spray retardant retro-fit; you need to move along with a new roof.

Signe Rudde, Crystal Lake Twp, she may need to put her parents in a facility in the future – put a new roof on.

Carolyn Lalas, Frankfort, very disappointed and upset with what is going on with the Maples; it is time to be more responsible and replace the roof right away.

Joanne Walrad, Beulah, states that her sister died waiting for her room at the Maples; we demand a new compliant roof be put on by a company other than Comstock Construction.

Myra Elias, Frankfort, pay now or pay more later – do the right thing and replace the roof now.

LuAnn Elwell – 1) resist taking the band aide approach waiver; 2) dismantle existing structure; 3) seek remedy from the original contractor and architect; and 4) all of this begins immediately.

Thelma Rider Novak, when this was voted on, there were 3,095 No votes and 4,056 Yes votes for the Maples; you have let two people make the decision for the county to keep this faulty roof and we now have over 600 signatures; if you can't come up with a number to replace the roof, get off the board and let someone get on it that will have the spine.

Jim Evans, Joyfield Twp, says congratulations to all that ran for office and that were elected or re-elected; there is legislation out there SB 437 and 438 regarding increasing renewable energy standard by 5%; also effects the choice program that was adopted back in 2000.

9:15 a.m. Public Input Closed

ELECTED OFFICIALS & DEPT HEAD COMMENTS:

Doug Durand, Benzie Senior Resources, provided a written report and stated that the snow removal program is moving along with people signing up; six area churches are partner with them to prepare Christmas bags – goal is 200 clients to receive these bags; the integration of both agencies is moving ahead; took a webinar regarding HIPPA security updates.

COMMISSIONERS

Page 2 of 9

November 14, 2016

David Schaffer, Recycling, stated that all is going well; will be in Grand Rapids on December 6 for a meeting regarding state laws; Recently learned of another DEQ scrap tire clean-up grant which has a deadline of December 9 – requests this board to approve application for same, which is a full funded state grant with no local match.

Motion by Sauer, seconded by Walterhouse, to authorize David Schaffer to apply to the DEQ for a scrap tire grant, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

Bob Roelofs, Veterans Affairs, says thank you to the board for their continued support for this program; you need to look good stuff in this county as well as the bad – no one has mentioned anything good today.

Kyle Maurer, Animal Control Officer, says the Bissell adoption event was good; they adopted 11 cats and 2 dogs with 100% of the fee covered; provided the October 2016 report.

Emergency Management: Motion by Carland, seconded by Walterhouse, to authorize the com van deployment to Manistee County on December 3, 2016 as requested. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

COMMISSIONER REPORTS

Comm Carland reported that the Airport has hired an Administrator; he attended the Village of Beulah meeting and the engineering firm gave a presentation regarding the new water tank; December 7 there will be a Connect Michigan presentation regarding the broadband survey at 1:00 p.m. at the Government Center.

Comm Bates stated that Platte Twp meets quarterly, so does not meet again until January; the Lake Twp Clerk is retiring; Almira Fire Dept is holding a spaghetti dinner on November 19 5 – 8 pm at the Village hall; the store on the corner in Lake Ann is closing on November 20 and the building and business is for sale and it does carry a packaged liquor license.

Comm Walterhouse reported that he attended the Homestead Twp meeting.

Comm Tucker says congratulations to Bob, Art and Gary as well.

Comm Sauer stated he has attended two meetings – Joyfield regarding the sign issue is resolved; Blaine – Charlotte Putney, Clerk, retired after 41 years; thank you to Bob Roelofs and the VA committee regarding the memorial.

Comm Griner reported that Veterans' Day was a great day in our community – he started out with a breakfast at Frankfort schools and read a letter from one of the students; April 15, 2015 there was a unanimous vote by the Board of Commissioners that the roof (Maples) be replaced; that was given to the Building Authority for them to follow through on and they chose not to do that. He will ask all Commissioners to give clear understanding of what how they want to proceed with the Maples on December 13.

COMMISSIONERS

Page 3 of 9

November 14, 2016

Comm Carland also reported that he is AP stringer for election night; every election he is here at the government center phoning in results; he left at 3 a.m. and the County Clerk was here until 5:30 a.m. She does a great job and just wanted her to be recognized for that.

COUNTY ADMINISTRATOR'S REPORT – Mitch Deisch

- Provided a survey regarding the Village of Beulah water tower; there is title work that needs to be cleaned up.
- Two union contracts have been ratified, just need your approval today.
- OMA – in order to reschedule a meeting, it must be discussed at a meeting prior to the change and if you are cancelling the November 22 meeting, then you must discuss it today.

FINANCE

Bills: Motion by Carland, seconded by Walterhouse, to approve payment of the bills from October 21, 2016 to November 14, 2016 in the amount of \$524,169.75, as presented. Roll call. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

Michelle Thompson, County Treasurer, reported that she provided a couple of graphs.

HR AND PERSONNEL

Consent Calendar: Motion by Bates, seconded by Sauer, to approve HR Consent Calendar items 1 and 2 from the October 25, 2016 meeting.

Comm Sauer reported regarding item 1 restructure of the Planning Commission – he has prepared a letter to be used.

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

COMMITTEE APPOINTMENTS

Brownfield: Motion by Bates, seconded by Sauer to accept the resignation of Bill Merry from the Brownfield Authority as requested. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

ACTION ITEMS

2% Grant Applications:

Motion by Walterhouse, seconded by Sauer, to authorize grant application to the Grand Traverse Band in the amount of \$14,793.60 as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

Motion by Bates, seconded by Walterhouse, to authorize grant application to the Grand Traverse Band in the amount of \$40,000 as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

Motion by Bates, seconded by Carland, to authorize grant application to the Grand Traverse Band in the amount of \$9,900.00 as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

COMMISSIONERS

Page 4 of 9

November 14, 2016

Motion by Bates, seconded by Carland, to authorize grant application to the Grand Traverse Band in the amount of \$10,050.00 as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

Motion by Bates, seconded by Carland, to authorize grant application to the Grand Traverse Band in the amount of \$29,660.00 as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

Comm Tucker excused.

Wexford Prisoner Housing Contract: Motion by Bates, seconded by Carland, to approve the contract between Wexford County/Wexford County Sheriff and Benzie County/Benzie County Sheriff for housing Wexford County Prisoners in the Benzie County Jail for the period August 1, 2016 to July 31, 2017, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Tucker and Walterhouse Nays: Sauer Exc: Warsecke Motion carried.

10:00 a.m. Jennifer Berkey, MSU Extension

Motion by Walterhouse, seconded by Bates, to approve the Agreement for Extension Services for the period October 1, 2016 to September 30, 2017 in the amount of \$39,228.00, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke Motion carried.

10:05 a.m. Sara Swanson, Prosecuting Attorney

Ms. Swanson introduces the new Canine Advocate Kody. Cody Kastle will be the handler; this dog will be used to assist children that need to testify in court.

POAM Corrections: Motion by Walterhouse, seconded by Bates, to approve the Agreement between Benzie County and POAM Corrections Unit for the period October 1, 2016 to September 30, 2018, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke Motion carried.

POAM Dispatch: Motion by Walterhouse, seconded by Bates, to approve the Agreement between Benzie County and POAM Emergency Communication Specialists for the period October 1, 2016 to September 30, 2018, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke Motion carried.

Sheriff Vehicle Purchase – 3: Motion by Bates, seconded by Carland, to approve the Governmental Lease – Purchase Agreement for a 2017 Grand Caravan SE in the amount of \$14,790.00, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke Motion carried.

Motion by Bates, seconded by Carland, to approve the Governmental Lease – Purchase Agreement for a 2017 Dodge Charger Police AWD in the amount of \$13,602.00, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke Motion carried.

COMMISSIONERS

Page 5 of 9

November 14, 2016

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

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

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

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

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

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

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

10:30 a.m. Stu Pettitt, Architect in Clawson, Michigan and also has a home on Crystal Drive Updated the board regarding the Maples roof issue; he has been assisting the building authority in the process; the roof decking was not non-combustible – so we investigated various solutions and we did three things to the building 1) intumescent fireproof coating; 2) a sprinkler system in the attic; and 3) complete smoke alarm system in every room. Inspector stated that the building was safer than before; report said it meets or exceeds code; the building is now approved and ready to be occupied. His opinion is that we are ready to move into the facility and it is his recommendation to do so. In the future the facility will be inspected 15.8 months on average and when that time comes, the inspector will inspect; they usually find minor things and the facility will need to make those improvements. The roof may or may not be cited, if cited, it is a simple matter to resubmit the facility safety evaluation report and it will be the same report, unless there are any changes made to the facility then it would be resubmitted. One option is to remove and replace the roof, at a cost of \$1 million 0—no necessary to do that – it is a safer building.

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

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

11:00 a.m. Break

11:08 a.m. Reconvene

COMMISSIONERS

Page 6 of 9

November 14, 2016

11:08 a.m. Lisa Vogler, Taxpayers for the Maples

Refers to an email which was handed out on November 1, 2016 meeting; November 3, 2016 email from Stu Pettit to BA, talked about two different companies that deal with code compliance; the FSES worksheet shows that Maples still two point below compliance; as long as the wood is on the roof, it is in violation. Ed Hale and SOM is not the final -- CMS enforces the 2000 life safety code. This is a gamble -- you have no right to gamble with the patients; we paid for a building that is code compliant. We cannot gamble with loved ones. Everyone that paid the .635 millage should get the building they paid for. Action plan needs to be immediately addressed. Based on the County Treasurer report it says there is \$635,000 sitting in the two accounts that the Treasurer has; together with the taxes collected in our went tax bill, that is about \$825,000 toward a new roof and would nearly cover the cost of a new roof. People want to be a part of solution and help; the BA members need to resign or the Board of Commissioners needs to vote to remove the BA. The BA Articles of Incorporation mandate that the BA have three members and you have two -- Mr. Figura needs to address this. It is time this be taken in the right direction, cannot wait until December 13.

FOIA Appeal -- \$944.00 to get 2,000 pages of FOIA, and \$446.00 is to pay the BA attorney to redact his own bills. This board erred when it denied the FOIA appeal waiver; it stated on the Benzie County web site says this board can waive fees -- they should have done so. She says we were in violation of our own policy. We still have a building that is not code compliant; in 15.8 months or sooner, the building will be inspected again, and where will the future of potential patients' lye.

CORRESPONDENCE

- Little Platte Lake elevation report received.
- Crystal Lake elevation report received.
- Road Commission minutes of October 13, 2016 received.
- Letter received from the Grand Traverse Band regarding 669 salvage property. Michelle Thompson stated that this property is in the possession of the Land Bank Authority and 17 acres is for sale; she will have the Land Bank address it with the Grand Traverse Band.

NEW BUSINESS -- Motion by Sauer, seconded by Carland, to hold the regularly scheduled meeting on November 22, 2016 at 9:00 a.m. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke Motion carried.

11:43 a.m. Public Input

Dave Long, Chair of the Blaine Twp Planning Commission, you have a dysfunctional planning commission; on Oct 17 they were provided a hard copy and an electronic link of the Blaine Twp Zoning Ordinance; October 31, received a letter requesting the link because the County P/C didn't do anything; on November 10 the County P/C was to discuss the Blaine Twp Ordinance and nothing was done but set another meeting; next day he received a letter from Networks Northwest stating that they would be supporting the p/c -- what are we paying these people a per diem to do -- they are dysfunctional.

Dick Hug, Joyfield Twp, spoke regarding the internet; asks the Board of Commissioners to encourage modern and state-of-the art internet.

COMMISSIONERS

Page 7 of 9

November 14, 2016

Carol Frederick, spoke regarding the Maples issue – father is in the Maples, don't want to gamble with welfare for her father or other residents.

Nancy VanderLinde, Frankfort, spoke regarding the Maples and stated that you cannot keep moving people – concerned of transfer trauma, you need to develop a plan; appoint someone to the Building Authority.

Beth Marca, Frankfort, can't understand why there isn't a new roof on the Maples – strongly urge the board to get it done.

Thelma Rider Novak: you said in April 2015 that you folks voted to send a message to the BA to replace the roof, they breached the contract that you had with the BA; why have you waited 7 months to because you want a clear path; what will you do this week to figure out what that clear path will be; she is appalled that you would charge even a cent to the citizens group.

Bill Olson, Blaine Twp, suggests action – there is no one in this room that wouldn't like to see the building occupied waiver-free. Asks the Board to consider appointing a joint committee of Board of Commissioners and citizens to figure out a way to pay for this.

Kathy Dube, Administrator at the Maples, was hired by the Maples in August 2013; in 2014 Mr. Hale was doing his annual inspection and didn't know there was a new building; Mr. Hale is the fire marshal and the decision maker.

Mary Hoyt, Benzonia, stated that right from the beginning this has been very simple – you have an architect, you have a construction firm for a \$12 million project – they screwed up and we did nothing. This is insanity; you aren't doing the insight.

Lisa Vogler if the BAS and Ed R are allowed to go to mediation with the architect without the contractor, in that mediation, if that happens and only the architect are at the table, not Comstock, the minute it is discovered and talked about that Comstock knew the material was combustible, the attorney for the architect is going to point the finger at the empty chair. They had a duty to discuss if they knew there was a concern.

12:12 p.m. Public Input Closed

Motion by Walterhouse, seconded by Sauer, to change the dates of the December meetings to: December 6 and December 20, 2016 both to begin at 9:00 a.m. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke Motion carried.

Motion by Sauer, seconded by Griner, to look into Mr. Olson's suggestion to explore the option to have joint discussions with the Board of Commissioners and members of the taxpayer's group. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke Motion carried.

Motion by Bates, seconded by Carland, to adjourn until the November 14, 2016 Regular meeting or the call of the chair. Ayes: Bates, Carland, Griner, Sauer and Walterhouse Nays: None Exc: Tucker and Warsecke Nays: None Motion carried.

COMMISSIONERS

Page 8 of 9

November 14, 2016

Roger L. Griner – Chair

Dawn Olney, Benzie County Clerk

INDEX

1. Approved the agenda as presented.
2. Approved the regular session minutes of October 25, 2016 as presented.
3. Authorized David Schaffer to apply to the DEQ for a scrap tire grant, authorizing the chairman to sign.
4. Approved payment of the bills from October 21, 2016 to November 14, 2016 in the amount of \$524,169.75, as presented.
5. Approve HR Consent Calendar items 1 and 2 from the October 25, 2016 meeting.
6. Accepted the resignation of Bill Merry from the Brownfield Authority as requested.
7. Authorized grant application to the Grand Traverse Band in the amount of \$14,793.60 as presented, authorizing the chairman to sign.
8. Authorized grant application to the Grand Traverse Band in the amount of \$40,000 as presented, authorizing the chairman to sign.
9. Authorized grant application to the Grand Traverse Band in the amount of \$9,900.00 as presented, authorizing the chairman to sign.
10. Authorized grant application to the Grand Traverse Band in the amount of \$10,050.00 as presented, authorizing the chairman to sign.
11. Authorized grant application to the Grand Traverse Band in the amount of \$29,660.00 as presented, authorizing the chairman to sign.
12. Approved the contract between Wexford County/Wexford County Sheriff and Benzie County/Benzie County Sheriff for housing Wexford County Prisoners in the Benzie County Jail for the period August 1, 2016 to July 31, 2017, authorizing the chairman to sign.
13. Approved the Agreement for Extension Services for the period October 1, 2016 to September 30, 2017 in the amount of \$39,228.00, authorizing the chairman to sign.
14. Approved the Agreement between Benzie County and POAM Corrections Unit for the period October 1, 2016 to September 30, 2018, authorizing the chairman to sign.
15. Approved the Agreement between Benzie County and POAM Emergency Communication Specialists for the period October 1, 2016 to September 30, 2018, authorizing the chairman to sign.
16. Approved the Governmental Lease – Purchase Agreement for a 2017 Grand Caravan SE in the amount of \$14,790.00, authorizing the chairman to sign.
17. Approved the Governmental Lease – Purchase Agreement for a 2017 Dodge Charger Police AWD in the amount of \$13,602.00, authorizing the chairman to sign.
18. Approved the Governmental Lease – Purchase Agreement for a 2017 Dodge Journey SXT in the amount of \$12,692.50, authorizing the chairman to sign.
19. Authorized Michelle Thompson to purchase 2 year 7 month of generic MERS time, authorizing the chairman to sign.
20. Approved to forgive Mr. Figura's portion of the FOIA bill of \$357.00 for a balance remaining due of \$587.52.
21. Approved holding the regularly scheduled meeting on November 22, 2016 at 9:00 a.m.

COMMISSIONERS

Page 9 of 9

November 14, 2016

22. Approved changing the dates of the December meetings to: December 6 and December 20, 2016 both to begin at 9:00 a.m.
23. Approved to look into Mr. Olson's suggestion to explore the option to have joint discussions with the Board of Commissioners and members of the taxpayer's group.

DRAFT

Motion by Bates, seconded by Sauer, to adopt the HR Consent Calendar as 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.

Elected Officials and Department Head Comments

Commissioner Report

County Administrator's Report

Memo to: Benzie County Commissioners
From: Mitchell D. Deisch, County Administrator
Date: November 16, 2016
Subject: Employee MERS Contributions



As we have discussed for the past year, Benzie County will be facing a looming financial issue associated with financing future MERS increased costs. The exact future MERS costs are unknown for several reasons, but the primary reasons are as follows:

1. MERS rate of return. Do they meet their investment expectations (7.75%)? This is tempered by a 6 year smoothing effect which flattens out significant losses and gains on an annual basis. Thus losses or gains experienced in 2010 are still working their way through the MERS smoothing system in 2016.
2. New MERS rules. MERS is implementing new rules requiring all governmental entities to work toward becoming 100% funded. Benzie County is currently at 69%. Currently MERS is discussing an amortization period on how long groups will have to become 100% funded. The current discussions have the time frame from 12-20 years. This 8 year difference will have a dramatic impact upon with Benzie County annual MERS contributions.

Regardless if we have 12 or 20 years to increase Benzie County funding to 100%, our contributions are going to increase.

Thus during current contract negotiations with the 6 Benzie County unions, we have successfully negotiated an employee contribution increase to 6% for 4 out of the 6 unions. The breakdown of each Benzie County Division is as follows:

Division	Group	Union/ Non Union	Open/ Closed	15/16 Employee %	16/17 Employee %	% Difference
01	Courthouse	Union	Closed	2.3%	6%	3.7%
02	Sheriff Dept.	Union	Closed	3.17%	6%	2.87%
10	Elected Officials	Non-Union	Open	2.07%	TBD	TBD
11	Commission	Non-Union	Open	0%*	TBD	TBD
12	Non-Union/ Non-Elected	Non-Union	Open	2.07%	TBD	TBD
13	Courthouse	Union	Open	2.3%	6%***	3.7%
20	COAM Corrections	Union	Open	4%	6%	2%
20	COAM Command	Union	Open	4%	TBD**	TBD
21	Sheriff Dept.	Union	Open	3.17%	TBD***	TBD

*Benzie County Commission has a 2.25% multiplier.

**Both the COAM Command and POLC are still in contract negotiations.

***All union contracts have a clause that changes the MERS multiplier from a 2.5% to a 2.0% if hired after 10/1/11.

RECEIVED

NOV 16 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Conclusion/Recommendation

Based upon the current employee contributions / retirement benefits between the division, the fact that some groups are covered under a collective bargaining agreement and some are not, the fact that two unions receive additional protections under Act 312 binding arbitration and the fact that some division are open and some are not, it is exceedingly difficult to treat all divisions equally regarding benefits received and employee contributions.

My goal is to proactively address the looming financial issue with MERS to ensure that Benzie County employees receive the benefit that have been working for and have paid for.

To this end I am recommending that the Benzie County Board of Commissioners make a motion to increase both the Elected Official Division and Non-Union /Non-Elected Division to 6% effectively 12/1/16.

I will leave the decision to the County Commissioners as to whether or not they address Division 11 (Commission) in regards to employee (Commissioner) contributions.

This item was not presented to the Benzie County Finance Committee at their 11/14/16 meeting, thus I requested of the Finance Committee to allow me to place this item on the 11/22/16 agenda, which was supported by the full Finance Committee.

FINANCE REPORT

**Finance Committee
Meeting Notes
November 14, 2016**

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

Present: Coury Carland, Gary Sauer and Frank Walterhouse

Staff Present: Dawn Olney, Michelle Thompson, Maridee Cutler, Mitch Deisch, Ted Schendel, Dan Smith, Amy Bissell

Pledge of allegiance was given.

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

Minutes: Motion by Sauer, seconded by Walterhouse, to approve the minutes of October 11, 2016 as presented. Ayes: All Nays: None Motion carried.

Public Input: None

Ted Schendel, Vehicles:

Budget Amendment – Seasonal Road: Sheriff requested \$15,995 from Seasonal Road fund balance to go with the additional \$15,000 to purchase a new vehicle; discussions held to possibly use General Fund fund balance for the \$15,000; Mitch and Sheriff to come up with additional information and this item will be placed on the Board of Commissioner agenda for November 22.

Dan Smith, MMRMA Grant, Video Equipment Jail: MMRMA has approved a RAP grant in the amount of \$11,138 (which is 50% of the cost of the project) requests authorization to use \$22,275.97 from the jail building fund for video recording upgrades.

Motion by Carland, seconded by Sauer, to recommend to the Board of Commissioners to authorize \$22,275.97 to ASC for video recording upgrades for the jail, with funding to come from the jail building fund, and when reimbursement is received from MMRMA, funds to be deposited back into the jail building fund. Ayes: All Nays: None Motion carried.

Mitch/Maridee:

Netlink Copiers for Equalization and Printer Room: **Motion by Sauer, seconded by Carland, to recommend to the Board of Commissioners to approve copier lease with Netlink for the lower level Printer Room model MXM564 Digital Copier at a cost of \$144.90 per month and Equalization model MX3550N color copier at a cost of \$125.29 per month. Ayes: All Nays: None Motion carried.**

Netlink Copier, Administration: **Motion by Sauer, seconded by Carland, to recommend to the Board of Commissioners to approve a copier lease with Netlink for the County Administrator's**

**Office model MX 3050N at a cost of \$106.80 including the fax kit. Ayes: All Nays: None
Motion carried.**

Other: None

Public Input: None

Motion by Sauer, seconded by Carland, to adjourn at 2:08 p.m. Ayes: All Nays: None Motion carried.

Dawn Olney
Benzie County Clerk

DRAFT

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

1. To authorize \$22,275.97 to ASC for video recording upgrades for the jail, with funding to come from the jail building funds, and when reimbursement is received from MMRMA, funds to be deposited back into the jail building fund.
2. To approve copier lease with Netlink for the lower level Printer Room model MXM564 Digital Copier at a cost of \$144.90 per month and Equalization model MX3550N color copier at a cost of \$125.29 per month.
3. To approve a copier lease with Netlink for the County Administrator's Office model MX 3050N at a cost of \$106.80 including the fax kit.



Advanced Satellite Communications, Inc.
A.S.C. Security Systems
12137 Merriman Road, Livonia, Michigan 48150
Ph 734 838 3280 • Fx 734 838 3281

A Commercial Security & Satellite Systems Integrator - Since 1990

Proposal # 18831

Date: August 31, 2016

Prices are firm until: 09/30/2016

Terms: *50% Down/Net 30

Sales Rep: Gregory P. Charles

Benzie County Sheriff's Office

BILL TO:

Benzie County Sheriff's Office
505 South Michigan Avenue
Beulah, MI 49617 U.S.A.

SHIP TO:

Benzie County Sheriff's Office
505 South Michigan Avenue
Beulah, MI 49617 U.S.A.

Video Surveillance System Expansion R4

A.S.C. Scope of Work:

To provide and install selected cameras and associated recording equipment in the Benzie County Sheriff's Office Jail as indicated on the attached system layout. The selected locations will be upgraded to megapixel cameras to provide much higher quality images and better overall coverage of these areas. The NVR Server will be updated to add additional 10 TB of storage with the new cameras that will provide approximately 32 days of recorded images. While on site A.S.C. will also readjust the existing jail cell cameras for less ceiling coverage and more coverage of the cell and general open area where possible.

NOTE: FINAL LENGTH OF STORAGE AND SERVER PROCESSING THRESHOLD WILL BE DETERMINED BY TOTAL NUMBER OF CAMERAS AND MEGAPIXEL RATINGS OF EACH FOR SELECTED AREAS OF COVERAGE.

Benzie County Sheriff's Office to provide the following:

Additional needed Server Rack Space (2U) for new 10TB Expansion Server
Acceptable Cable Routes from Camera Units to MDF recording location
Standard 120vac Duplex Outlet at Headend location for Server and Remote Low Voltage Camera Power Supply

If permits are required for this low voltage project, they will be billed separately at cost plus admin fees.

Qty	Item ID	Description	UOM
A.S.C. would like to thank the Benzie County Sheriff's Office for the opportunity to be of service to your Department with it's electronic security needs. This system can be financed to own for Approx. \$ 461.00 per month for 60 Months pending credit Approval. Cash Terms would be 50% to start and Balance Net 30 on completion.			
With the added Cameras this additional 10TB Avigilon NVR Server will provide approximately 32 days of recording ability for the jail.			
1	99-538725	HD NVR Expansion (10TB, Raid 6, 2U)	
1	99-49225	HD NVR Expansion Card	
REAR EXERCISE YARD			
1	99-36025	HD Fisheye Camera (6MP, Outdoor, IR, LightCatcher, Day/Night)	
KITCHEN			
1	99-36025	HD Fisheye Camera (6MP, Outdoor, IR, LightCatcher, Day/Night)	
FRONT MAIN PARKING LOT MULTI VIEW COVERAGE			
1	20-2186	HD Camera (3x 3MP, Pendant Multisensor, 2.8-8mm)	
REAR EMPLOYEE PARKING LOT COVERAGE			
1	99-34925	HD Camera (H3, 5MP, IR, 3-9mm, f1.2 P Iris, Outdoor, Bullet)	
MAIN LOBBY ENTRY AND FRONT OF BUILDING COVERAGE			
1	99-26675	HD Camera Bullet (2MP, 1080p WDR, 3-9mm f/1.2 P-Iris lens, Integrated IR)	
3 JAIL CELLS AND COUNSEL ROOM			
4	20-8329 (2 of 4)	Camera (Mini Bullet Hybrid, 2.5mm fixed, White, Intense Light, .00001 lux, Indoor/outdoor, vandal, IP66, 12VDC,)	
MEDICAL EXAM ROOM			
1	20-8263	Camera (Mini Turret, Intensifier, 3.6mm fixed, 700TVL, .00002 lux, white, Indoor / outdoor, 12VDC)	



Advanced Satellite Communications, Inc.
A.S.C. Security Systems
 12137 Merriman Road, Livonia, Michigan 48150
 Ph 734 838 3280 • Fx 734 838 3281

A Commercial Security & Satellite Systems Integrator - Since 1990

Proposal #

18831

Date:

August 31, 2016

Prices are firm until: 09/30/2016

Terms: *50% Down/Net 30

Sales Rep:

Gregory P. Charles

Benzie County Sheriff's Office

ADDITIONAL PARTS AND ACCESSORIES FOR CAMERA SYSTEM INSTALLATION

2	99-5225	Backbox (For H3-B01-IR Avigilon Bullet Style)
1	20-2087	HD Camera Dome Accessory (Indoor/Outdoor Pendant Mount, IP66)
1	20-2138	HD Camera Mount (Wall Mount for HD Pendant Dome Cameras)
1	99-5400	Corner Mount Adapter
1	50-1014	Conduit (Sold in 10' Increments, Metal EMT, 1/2 in. x 10 ft. Pole)
1,300	70-4032	CATSE (Plenum Solid Black)
500	70-5008	Slamese Plenum Reel (RG-59/18-2, 1000' Reel)
24	50-1207	RJ45 Connector for CAT5
12	20-8126	BNC (Male, Slamese Plenum, ICM Compression Fitting)
1	20-7047	Power Supply CCTV (12VDC, 9 out, 5A, PTC 550ma)
4.00	CCTVMISC	Miscellaneous (CCTV, Hardware & Connectors)

Materials Subtotal:

\$15,653.97

1 Security Labor Security Labor

Labor Subtotal:

\$6,622.00

Total: \$ 22,275.97

ASC offers competitive Financing on most of our products and services...Ask your Account manager for the most affordable option! These systems have been custom designed for your expressed needs...Thank you!

Customer understands that any additional fees that may be incurred to comply with all applicable building codes, zoning ordinances or any other permits needed for installation is their responsibility. Further, reference to Plug and Play is defined herein as utilization of pre-existing cable distribution system for entire property, as is. Delays or distractions caused by customer during installation or service may be billed additionally upon written order to customer. Any alteration or deviation from above quoted specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above this quotation. This is the entire agreement, and no additional services or promise of performance is implied that is not contained herein. Acceptance of quotation - all terms and conditions as written are a part hereof and are binding upon the parties hereto. A.S.C. retains the right to substitute parts of equal or better value to complete a functional system. Upon clients written approval A.S.C. may access clients system(s) for virtual maintenance, trouble shooting and reporting functions. A.S.C. may refer to clients name in various marketing materials unless prohibited by client. A.S.C. shall have no liability for any personal injury, property damage or other loss based on any claim at all including a claim the product failed to perform. A.S.C. will bill after functional completion of the job and expect payment due within the terms stated on this proposal. The Company reserves the right to send the account to a third party for collection. It is understood and agreed that The Company may do so for the entire amount remaining on the contract plus any collection costs incurred in the process. Note: Finance charges of 1.5% per month added to past due invoices. All products shown herein remain the property of A.S.C. until paid in full. Prices contained in this quotation shall be considered firm for a period of (30) days from the date of quotation unless otherwise stated herein. A.S.C. will charge a restocking fee of 20% on all returned or cancelled merchandise. All purchases placed on a credit card for orders over \$2,000. may incur a 2.5% service charge. ATTORNEYS' FEES. In the event of any litigation or arbitration between the parties with respect to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation, as the court or tribunal may determine.

ASC WILL WARRANT LABOR FOR NINETY (90) DAYS AND ALL PARTS FOR ONE (1) YEAR FROM DATE OF COMPLETED INSTALLATION.

UPON APPROVAL, RETURN THIS DOCUMENT VIA FAX WITH THE AUTHORIZED SIGNATURE BELOW.
 A FACSIMILE ACCEPTANCE WILL SERVE AS ORIGINAL.

Accepted by: _____

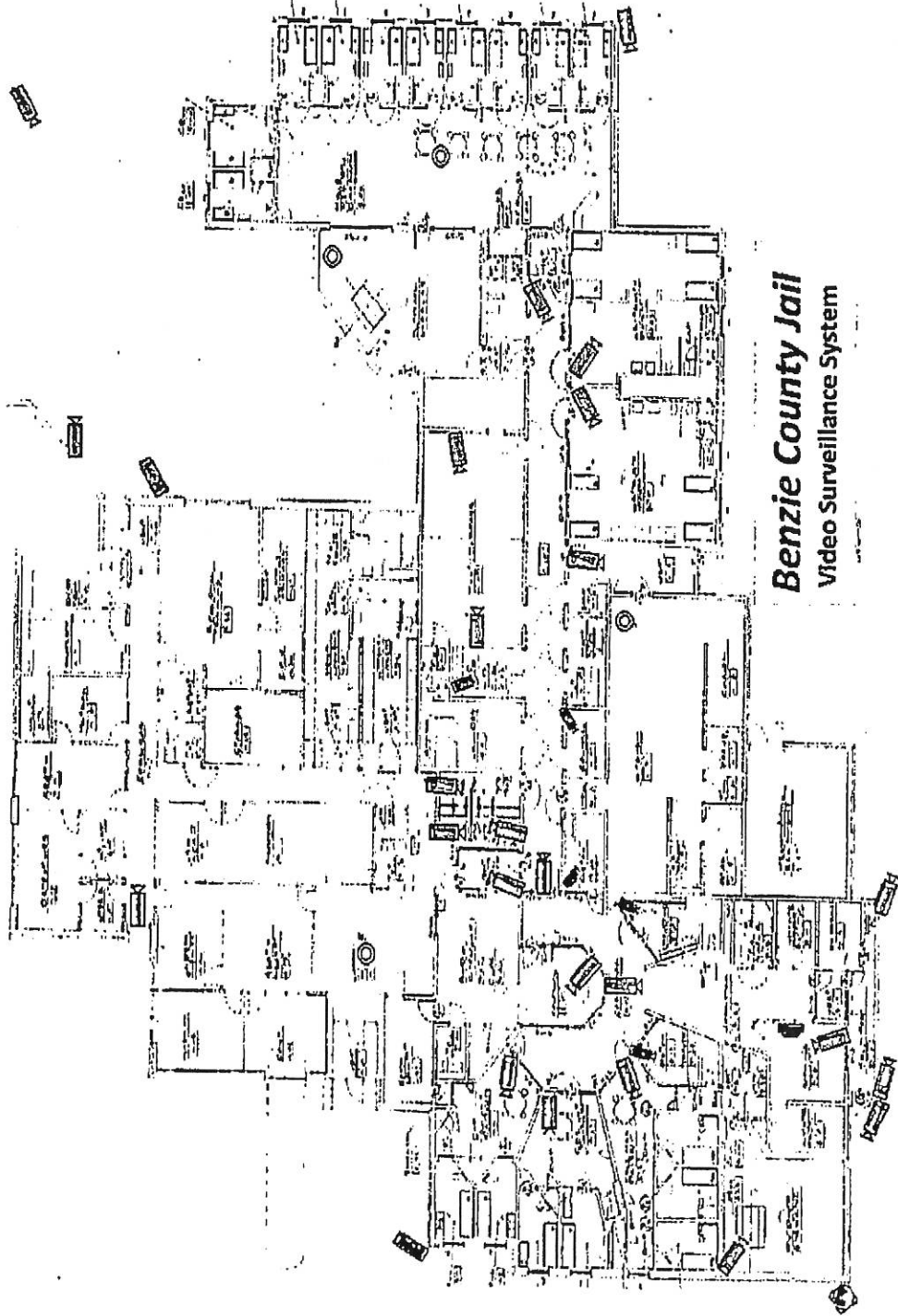
Date: _____

Name (Print): _____

Title: _____



Commercial Security & Surveillance
Systems Integrator - Since 1970



4 360 Cameras

1 Multi Sensor
Avigilon Camera

5 Mini Ceiling
Mounted Cameras

2 New Exterior
Avigilon Megapixel
Cameras

1 Audio Mic for
Booth Area

12 New Camera

Benzie County Jail Video Surveillance System

TEAM

FINANCIAL GROUP, INC. (Lessor)

Lease No.: 518405

Lessee: Benzie County

LEASE AGREEMENT by and between Benzie County, a(n) Michigan Municipality with its principal office at 448 Court Place Beulah, MI 49617, as Lessee, and TEAM FINANCIAL GROUP, INC., a Michigan Corporation with its principal office at 3391 Three Mile Road NW, Grand Rapids, MI 49534, as Lessor.

DESCRIPTION OF EQUIPMENT: See Schedule A

SUPPLIER OF EQUIPMENT: Netlink Business Solutions

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


TERM/RENTALS: Term of this lease is 60 months. Number of periodic rent payments is 60. Lease will commence on the acceptance date and payments will be due monthly on the corresponding day of each month thereafter. Each lease payment will be \$279.35. Included with the first invoice will be a \$150.00 origination fee.

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

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

LESSEE: Benzie County

LESSOR: Team Financial Group, Inc.

BY:  _____
Authorized Signature and Title

BY: _____
Matt Maczka, President


 _____
Print or type full name

EQUIPMENT DELIVERY

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

ACCEPTANCE

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

 _____
Date

 _____
Print Name

 _____
Signature

PURCHASE OPTION

Subject to Lessee having duly performed all of the terms and conditions of the lease #518405, between Lessee and Lessor, the Lessee shall choose one of the following options at the end of the term thereof.

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

TERMS AND CONDITIONS OF LEASE:

- 1. LEASE OF EQUIPMENT:** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment described above and on any Schedule which may from time to time be made a part hereof (herein with all replacements, repairs, additions, substitutions and accessories called "Equipment") on the terms and conditions and for the term set forth on the face and reverse side hereof or on any Schedule hereto.
- 2. TERM, TERMINATION, NON-APPROPRIATION, AND RENEWAL OPTION:** The initial term of the Lease with respect to each Item of Equipment shall commence on the date that is set out on the Schedule for that Item of Equipment (the "Commencement Date") and shall terminate on the last day of Lessee's current fiscal year (the "Initial Term"). The Lease term will be automatically renewed at the end of the Initial Term and any subsequent fiscal year for an additional one-year period (each, a "Renewal Term"), unless it is terminated as the result of non-appropriation of funds by Lessee. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Initial Term, except that the lease payments shall be as provided in the Schedule. The Initial Term and the subsequent Renewal Terms set forth in the Schedule for each Item of Equipment constitute the Lease Term (the "Lease Term"). The Lease Term will terminate upon the earliest of any of the following events: (i) The expiration of the Initial Term or any Renewal Term of this Lease and the non-renewal of this Lease in the event of non-appropriation of funds. (ii) A default by Lessee and Lessor's election to terminate the Lease, or (iii) The payment by Lessee of all payments required to be paid by Lessee hereunder for the Equipment. In the event sufficient funds shall not be appropriated for the payment required to be paid in the next occurring Renewal Term, and if Lessee has no funds legally available for payment from other sources, then Lessee may terminate this Lease at the end of the then current Initial Term or Renewal Term, and Lessee shall not be obligated to make payments provided for in the Schedule of this Lease beyond the then current Initial Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination of Lease at least 60 days prior to the end of the then current Initial Term or Renewal Term. Lessee intends to continue the Lease Term through the Initial Term and all Renewal Terms and to pay the payment during the Initial Term and each of the Renewal Terms, provided that lawful appropriations therefor can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the payments may be made, including making provision for such payments to the extent necessary in each fiscal year budget submitted and adopted in accordance with the applicable provisions of state law, to have such portion of the budget approved and to exhaust all available reviews and appeals in event such a portion of the budget is not approved. Lessee also agrees that it will not, during the Lease Term, give priority in the application of funds for the acquisition, retention or operation of any other functionally similar equipment. In the event that sufficient funds are not appropriated, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor or its assignee. Lessee shall have the option to renew this Lease for a renewal term following the end of the Lease Term as to all Items of Equipment listed on a Schedule, but not less than all of such Equipment, for the term and on conditions acceptable to Lessor. Lessee must give Lessor written notice of its intention to request this option not less than sixty (60) days before expiration of the Lease Term with respect to such Items of Equipment.
- 3. NET LEASE:** This is a net lease. All lease payments and other sums payable by Lessee shall be paid promptly when due without notice or demand of any character. Lessee's obligation for the payment of the lease hereunder is and shall be absolute and unconditional and shall not be subject to any reduction, offset, counter-claim, abatement, suspension, deferment or diminution for any reason whatsoever, including without limitation any destruction or damage to the Equipment, any limitation of or interference with the use or possession of the Equipment or any component thereof (including any such limitation or interference arising out of any defect in Lessor's title to the Equipment), condemnation or requisition of the Equipment or any component thereof, or any other occurrence or circumstance (whether similar or dissimilar to those enumerated) which prevents the Lessee from using, possessing or enjoying the Equipment. Lessee waives (a) any and all existing and future claims and offsets against lease payments or other payments due to Lessor under this Lease, (b) all rights now or hereafter conferred by statute or otherwise to terminate or surrender this Lease or the Equipment or any component of the Equipment, and (c) any abatement, suspension, deferment, diminution or reduction of any lease payment or other sums payable hereunder on account of any such occurrence.
- 4. LEASE IRREVOCABILITY:** Lessee agrees that its obligations under this Lease are absolute and shall continue in full force and effect regardless of any disability of Lessee to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure or delay in delivery, failure of the Equipment to properly operate, or any other cause and that its obligations shall not abate due to any claim or setoff against Lessor. If Lessee cancels this Lease prior to delivery or acceptance of the Equipment, Lessee shall pay to Lessor in addition to any advance lease payment and security deposit: (a) the value (at cost) of all Equipment ordered or purchased by Lessor prior to Lessee's cancellation, (b) all of Lessor's out-of-pocket expenses, including interest costs, and (c) a sum equal to 2% of the total lease payments for the term as liquidated damages, the exact sum of which would be extremely difficult to determine, to reasonably compensate Lessor for credit review, documentation preparation, ordering Equipment and other expenses. Lessee represents and warrants that all credit and financial information submitted to Lessor herewith or at any other time is true and correct.
- 5. WARRANTY INFORMATION: NO WARRANTIES BY LESSOR, DISCLAIMER OF IMPLIED WARRANTIES AND WAIVER OF DEFENSES:** LESSEE ACKNOWLEDGES THAT IT HAS SELECTED THE EQUIPMENT LISTED HEREUNDER PRIOR TO HAVING REQUESTED LESSOR TO PURCHASE THE SAME FOR LEASING TO LESSEE. LESSOR, NEITHER BEING THE MANUFACTURER, SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRANTY, EXPRESSED OR IMPLIED, TO ANYONE, AS TO THE SUITABILITY, DURABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL OR WORKMANSHIP. LESSOR FURTHER DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE EQUIPMENT INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR USE OR PURPOSE AND AS TO LESSOR AND ITS ASSIGNS, LESSEE LEASES THE EQUIPMENT "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR HAS NOT RECOMMENDED THE SUPPLIER. LESSOR SHALL HAVE NO OBLIGATION TO INSTALL, MAINTAIN, ERECT, TEST, ADJUST OR SERVICE THE EQUIPMENT, ALL OF WHICH LESSEE SHALL PERFORM, OR CAUSE THE SAME TO BE PERFORMED BY QUALIFIED THIRD PARTIES. LESSOR AND LESSOR'S ASSIGNEE SHALL NOT BE LIABLE TO LESSEE OR OTHERS FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT HOWEVER ARISING, OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OF OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREON. NO REPRESENTATION OR WARRANTY AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER OR OTHERS SHALL BE BINDING ON LESSOR NOR SHALL THE BREACH OF SUCH RELIEVE LESSEE OF, OR IN ANY WAY AFFECT, ANY OF LESSEE'S OBLIGATIONS TO LESSOR HEREIN. IF THE EQUIPMENT IS UNSATISFACTORY FOR ANY REASON, LESSEE SHALL MAKE A CLAIM ON ACCOUNT THEREOF AGAINST SUPPLIER, AND ANY OF SUPPLIER'S VENDORS. Lessor hereby assigns to Lessee, solely for the purpose of prosecuting such a claim, all of the rights which Lessor may have against Supplier and Suppliers of vendors for breach of warranty or other representations respecting the Equipment, regardless of cause and, Lessee will not assert any claim whatsoever against Lessor for loss of anticipatory profits or any other indirect, special or consequential damages, nor shall Lessor be responsible for any damages or costs which may be assessed against Lessee in any action for infringement of any United States Letters Patent. Lessor makes no warranty as to the treatment of this Lease for tax or accounting purposes notwithstanding any fees which may be paid by Lessor to Supplier or any agent of Supplier. Lessee understands and agrees that neither Supplier nor any agent of Supplier is an agent of Lessor or is authorized to waive or alter any term or condition of this Lease.
- 6. ORDERING EQUIPMENT:** Lessor shall order Equipment from Vendor pursuant to its purchase order. Lessee shall arrange for delivery of Equipment so that it can be accepted in accordance with the terms hereof within 90 days after the date hereof. Lessee hereby authorizes Lessor to insert the serial numbers and other identification data of Equipment when determined by Lessor.
- 7. TITLE; PERSONAL PROPERTY; LOCATION; QUIET ENJOYMENT:** Lessor shall at all times retain title to the Equipment. All documents of title and evidences of delivery shall be delivered to Lessor. Lessee will not change or remove any insignia or lettering which is on the Equipment at the time of delivery thereof or which is thereafter placed thereon indicating Lessor's ownership thereof, and at any time during the Term, upon request of Lessor, will affix to the Equipment in a prominent place, labels, plates, or other markings stating that the Equipment is owned by Lessor. Lessor is hereby authorized by Lessee, at Lessee's expense, to cause this Lease or any statement or any instrument irrespective of this Lease showing the interest of Lessor in the Equipment to be filed or recorded and refiled and re-recorded and Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purpose. Lessee shall at its expense protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keeping the Equipment free from any legal process or encumbrances whatsoever, including but not limited to liens, attachments, levies and executions, and shall give Lessor immediate written notice thereof and shall indemnify Lessor against any loss caused thereby. Lessee shall not so affix the Equipment to realty so as to change its nature to real property and agrees that the Equipment shall remain personal property at all times regardless of how attached or installed. Lessee shall keep the Equipment at the location shown hereon or any Schedule, and shall not remove the Equipment without the prior written consent of Lessor. Provided Lessee is not in default hereunder, Lessee shall quietly use and enjoy the Equipment subject to the terms hereof.
- 8. CARE AND USE:** Lessee shall maintain the Equipment in good operating condition, repair and appearance and protect the same from deterioration, other than normal wear and tear; shall use the Equipment in the regular course of its business only, within its normal capacity, without abuse and in a manner contemplated by the manufacturer and shall comply with all laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the Equipment. Modifications, alterations or additions to the Equipment shall not be made without the written consent of Lessor, which shall not be unreasonably withheld. Modifications, repairs, alterations, additions, operating accessories and controls shall become a part of the leased Equipment, subject to this Lease and the property of Lessor. Lessor has the right, during business hours, subject to applicable law, to enter upon the premises where the Equipment is located to inspect, observe or remove the same, as provided herein or otherwise protect Lessor's interest. Lessee shall maintain and service the leased Equipment under service and maintenance agreements provided by the Manufacturer, if available, or other service and maintenance acceptable to Lessor.
- 9. RETURN OF EQUIPMENT:** Upon the expiration of the Lease Term (including, without limitation, the Initial Term and all Renewal Terms) with respect to one or more Items of Equipment, provided that Lessee has fully and faithfully performed all of the terms, conditions and provisions of this Lease (including, without limitation, all Schedules with respect to such Item or Items of Equipment) with respect to such Item or Items of Equipment, and also provided that no Event of Default has occurred and is continuing, title to and such Item or Items of Equipment shall automatically transfer from Lessor to Lessee without requirement of further act or deed. Without limiting the generality of the foregoing, title to such Item or Items of Equipment shall NOT transfer from Lessor to Lessee at any time during which any Event of Default, or any act, occurrence or thing which would constitute an Event of Default with the giving of notice and/or the passage of any time or period or opportunity for cure, shall have occurred and be continuing. Any transfer of title under this paragraph shall be WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR THE CONDITION OF THE EQUIPMENT OR ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND SHALL BE A TRANSFER "AS IS". LESSOR'S ONLY WARRANTY OF TITLE TO SUCH ITEM OR ITEMS OF EQUIPMENT WILL BE THAT SUCH ITEM OR ITEMS OF EQUIPMENT AS WAS CONVEYED TO LESSOR BY LESSOR'S PREDECESSOR IN TITLE, AND THAT SUCH TITLE IS FREE FROM LIENS AND ENCUMBRANCES THAT AROSE FROM AN ACT OR OMISSION OF LESSOR OTHER THAN A CLAIM OF ANY PERSON OR ENTITY BY WAY OF INFRINGEMENT OR THE LIKE. SUCH TRANSFER OF TITLE WILL BE WITHOUT ANY OTHER WARRANTY BY LESSOR WITH RESPECT TO TITLE TO SUCH EQUIPMENT. The provisions of this paragraph are intended to be a complete exclusion and negation of any express or implied warranty by Lessor with respect to such Item or Items of Equipment, whether arising under the Uniform Commercial Code or any other law now or hereafter in effect, or otherwise, except the limited warranty of Lessor with respect to title to such Item or Items of Equipment as set forth above and only as set forth above.
- 10. LOSS AND DAMAGE:** Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee under this Lease, which shall continue in full force and effect. In the event of damage of any kind whatsoever to any item of Equipment (unless the same is damaged beyond repair), Lessee, at the option of Lessor, shall, at Lessee's expense, (a) place the same in good repair, condition and working order, or (b) replace the same with like Equipment of the same make and of the same or a later model, and in good repair, condition and working order. If the Equipment or any item thereof is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the aggregate amount of unpaid total lease payment for the balance of the Term or the amount of such unpaid total lease payment allocated by Lessor to the item or items involved plus Lessor's residual value, less the net amount of recovery, if any, actually received by Lessor from insurance or otherwise for such loss and damage.



Initials _____

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

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

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

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

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

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

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

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

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

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



Initials _____

TEAM**LEASE NUMBER 518405****FINANCIAL GROUP, INC.****SCHEDULE A****3391 Three Mile Road NW, Grand Rapids, MI 49534****Fax: (616) 735-2392**

The Schedule "A" is to be attached to and become part of the Item Description for the Agreement between Benzie County and Team Financial Group, Inc. Equipment Location: Equalization Department-448 Court Place, Beulah, MI 49617

Quantity	Product Description	Serial Number
1	Sharp MX M3550N Color Digital Copier	_____
1	Sharp MX DE25 Paper Deck	_____
1	Sharp MX LC17 Paper Deck	_____
1	Sharp MX FN27 Staple Finisher	_____
1	Sharp MX M564N Digital Copier	_____
1	Sharp MX DE12 Paper Deck	_____
1	Sharp MX LC11 Large Paper Deck	_____
1	Sharp MX FN11 Staple Finisher	_____
1	Sharp MX RB22 Paper Deck	_____

VERIFICATION -

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.



Initials



Date

MICHIGAN SALES AND USE TAX CERTIFICATE OF EXEMPTION

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

Section 1: Check one of the following:

- ☐ One time purchase.
☐ Blanket certificate

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

Section 2: Items covered by this certificate:

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

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

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

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

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

Section 4: Certification:

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

Lease No.: 518405

Purchaser:

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



Authorized Signature

Title



Printed Name

Date

TEAM

FINANCIAL GROUP, INC.

Phone: (616) 735-2393

Fax: (616) 735-2392

Email: info@teamfinancialgroup.com

LEASE CLOSING

INSURANCE

Insurance Company Name



Insurance Company Contact



Insurance Company Phone Number



FED ID NUMBER

(10% & FMV Leases)

LOCAL TOWNSHIP

COUNTY

INVOICE INFO

(If different than lease)

Billing Address

City, State Zip

Attn:

Human Resources (HR) Report

Committee Appointments

ACTION ITEMS

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 November 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

Troy A.

Lamerson

Date of Birth:

2/24/1970

Age:

46 years, 8 months

FAC as of calculation date:

[REDACTED]

Employer Information

Benzie Co

1003 / 20

Benefit Program

Benefit B-4 (80% max)

Benefit FAC-5 (5 Year Final Average Compensation)

8 Year Vesting

25 Years & Out

Service Credit

Earned service credit as of calculation date: 18 years, 9 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: 1 year, 0 months

Benefit Impact

	Earliest Eligibility Retirement Date	Retirement Age	Projected FAC	X	Service Credit	X	Benefit Multiplier	=	Annual Benefit
Before Proposed Purchase	2/1/2023	52 years 11 months	[REDACTED]		25 years 0 months		2.5%		[REDACTED]
After Proposed Purchase	2/1/2022	51 years 11 months	[REDACTED]		25 years 0 months		2.5%		[REDACTED]

Estimated Cost of This Service Credit Purchase: [REDACTED]

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

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:	

CORRESPONDENCE