

BENZIE COUNTY BOARD OF COMMISSIONERS

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

MEETING AGENDA

October 25, 2016

Inland Township Hall, 19968 Honor Hwy, Interlochen, Michigan

6:00 p.m. CALL TO ORDER
 ROLL CALL
 INVOCATION AND PLEDGE OF ALLEGIANCE
 APPROVAL OF AGENDA
 APPROVAL OF MINUTES – 10/11/2016 (open & closed)
 PUBLIC INPUT
PUBLIC HEARING – 911 SERVICE PLAN
 ELECTED OFFICIALS & DEPT HEAD COMMENTS
 COMMISSIONER REPORTS
 COUNTY ADMINISTRATOR’S REPORT – B/G Minutes
 FINANCE – Approval of Bills; Consent Calendar
 HR and PERSONNEL
 COMMITTEE APPOINTMENTS – CMH
 ACTION ITEMS – 2016-022 Maples; 2016-023 Dog Licenses; 2016-024 AFG
 Grant Application & Resolution
 PRESENTATION OF CORRESPONDENCE
 NEW BUSINESS
7:00 Mary Hoyt – FOIA Appeals regarding the Maples
7:15
7:30
 PUBLIC COMMENT
8:00 p.m. ADJOURNMENT

Times Subject to Change

The County of Benzie will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting or hearing upon thirty (30) days notice to the County of Benzie. Individuals with disabilities requiring auxiliary aids or services should contact the county by writing or calling the following:

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

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

PUBLIC INPUT

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

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

Group Presentations – 15 minutes
Individual Presentations – 3 minutes

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

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

Commissioner Contacts:

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

THE BENZIE COUNTY BOARD OF COMMISSIONERS
October 11, 2016

The Benzie County Board of Commissioners met in a regular meeting on Tuesday, October 11, 2016, 448 Court Place, Government Center, Beulah, Michigan.

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

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

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

Agenda:

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

Minutes:

Motion by Walterhouse, seconded by Sauer, to approve the regular session minutes of September 27, 2016 as corrected. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

Motion by Bates, seconded by Warsecke, to approve the special meeting minutes of October 4, 2016 as presented. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

Motion by Sauer, seconded by Carland, to approve the closed session minutes of October 4, 2016 as presented. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

9:04 a.m. Public Input

Deb Lindgren, Joyfield Township, as when the Maples would be discussed during this meeting because she can't stay for the entire meeting; she feels it should be on each agenda.

9:06 a.m. Public Input Closed

Mitch Deisch, County Administrator, stated with regard to the Maples that as of yesterday, there is still no Certificate of Occupancy received from the State of Michigan; the State says they are waiting to perform an inspection on the older section of the building.

ELECTED OFFICIALS & DEPT HEAD COMMENTS:

Ted Schendel, Sheriff, presented Nicole Lamerson with an Accommodation which was requested by her peers for successfully handling an attempted suicide on September 20, 2016.

Kyle Rosa, Undersheriff, reported that there will be a K-9 Fundraiser Spaghetti Dinner and Silent Auction on October 26, 2016 from 4 – 7 p.m. at Greystone Mansion in Honor. \$10.00 for adults; \$7.00 for ages 6 – 12; \$5.00 ages 3 – 6; there will be carry-out available; Susan Leone from Platte River Inn is donating all the food; Greystone is also donating their space; this community is amazing.

Bert Gale, Building Official, presented the July, August & September 2016 quarterly report; about on track with last year for the number of permits that have been issued; he also reported that Jerry

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Dunham is a new building inspector; Soil Erosion audit is completed and will be done in another five years; Lamar Signs – he met with Joyfield Township and Lamar Signs and they have reached an agreement on the sign issue.

Craig Johnson, EMS, stated that they had 182 runs in the month of September; they will start doing blood draws for the Sheriff Dept of drunk driving cases; the Prosecutor has done presentation with his staff as to how it is to be done; and it was determined that the back of an ambulance is considered a medical site; they are looking at purchasing a new ambulance; Medical Examiner: there will be a meeting with Dr. Goslinoski to meet with Gaylord Jowett on Thursday at 11:00 a.m. regarding the possibility of doing autopsies at the Jowett Funeral Home Benzonia.

Kyle Maurer, Animal Control, provided the August 2016 monthly report. October 22 the Bissell Pet Foundation will team up with the Animal Control and Bissell will pay for adoptions that day; he is working with Craig and Catrina to get medical kits for each of the vehicles and in the buildings; the staff will be having a CPR course tomorrow.

Peg Minster, Parks & Recreation, discussed the Master Plan updates that have been done and the process for adoption of same. Final draft is ready for your approval for distribution, if that happens today, the Planning Commission will send it to local counties and local planning agencies, utilities and local municipalities to begin the 63-day comment period; the Public Hearing will be scheduled after the 63 days if you approve it today for distribution; then the Planning Commission will act on the plan by approving by 2/3 vote; then submit the plan to you for either approval or rejection.

Motion by Carland, seconded by Warsecke, to put the 2016 Master Plan out for distribution.
Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker
Motion carried.

Bob Roelofs, Veterans Affairs, minutes from August and September meetings were presented; Comm Bates inquired regarding the Supreme Court ruling regarding compliance issues and how long it would take – should be soon. Also Operation Cherry Tree – closing of veterans' hospitals over the next 20 years.

COMMISSIONER REPORTS

Comm Bates attended the Alma Township meeting last night and they have mailed the check for a new fire truck. Platte Township met the first of October – their next meeting is January 3, 2017 and they would like Kyle Maurer from Animal Control to attend.

Comm Carland reported on the Airport Authority and the airport administrator position – the job description is out there with applications being accepted until October 15 and they hope to fill it quickly after closing date; meeting scheduled for October 20 with the consultant to learn how to get the airport back into compliance; Networks Northwest last night – he is also on the prosperity board and they discussed infrastructure in the region, they also received a presentation from TC New Tech regarding fiber optic internet expansion in the Greater Grand Traverse area.

Comm Sauer stated that he attended the Blaine Township, Joyfield Township and Village of Thompsonville meetings. Charlotte Putney, Blaine Township Clerk, is retiring at 41 years of being clerk and Jim & Joyce MacGirr of Thompsonville are also retiring. He attended the MERS

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conference and felt it was very good – they are basing everything on 7-1/2%; they want everyone 100% funded. It will be tough on everybody.

Comm Walterhouse has nothing additional.

Comm Warsecke reported that he attended the Inland Township meeting and stated they will do Halloween Trunk or Treat from 5 – 8 p.m.; they will have a new fire truck probably in May; the new well will be up and running soon.

Comm Griner stated that the Record Eagle had a nice write up for the merger of the Council on Aging and the Benzie Home Health Care; attended the first board meeting of AES; the new President of AES can almost guarantee that we will see people here on the trade; \$600,000 left to lend; Graceland is exporting a lot of containers.

9:59 a.m. Break

10:09 a.m. Reconvene

COUNTY ADMINISTRATOR'S REPORT – Mitch Deisch

- Technology Consent Calendar – Motion by Walterhouse, seconded by Warsecke, to adopt the September 19, 2016 Technology Consent Calendar item was presented. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.
- COAM Corrections Contract: Motion by Walterhouse, seconded by Warsecke, to adopt the COAM Corrections Collective Bargaining Agreement effective October 1, 2016 through September 30, 2018, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.
- There are four unions left to negotiate and are all set for mediation.
- He will be attending the Housing Summit in Traverse City on October 24.

FINANCE

Bills: Motion by Walterhouse, seconded by Warsecke, to approve payment of the bills from September 28, 2016 to October 11, 2016 in the amount of \$345,338.76, as presented. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

10:23 a.m. Motion by Sauer, seconded by Bates, to enter closed session to consult with our attorneys regarding settlement strategy in connection with the case of Benzie County vs Cole et al, file number 16-10331-CH, pending in the Circuit Court for the County of Benzie pursuant to Section 8C of the Open Meetings Act since discussion in an open meeting would have a detrimental financial effect on litigating and settlement position of the county, to include Mitch Deisch and Dawn Olney. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

11:08 a.m. Re-enter Open Session

COMMISSIONERS

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Motion by Sauer, seconded by Carland, to authorize legal counsel to proceed as discussed accordance with attorney recommendation in closed session, in the Benzie County vs Cole matter. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

HR AND PERSONNEL – None

COMMITTEE APPOINTMENTS

Airport Authority: Motion by Bates, seconded by Carland, to appoint Bill Kennis to the Frankfort City County Airport Authority as the Benzie County representative, for a term ending April 30, 2019. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

Veterans Affairs: Motion by Bates, seconded by Warsecke, to accept the resignation of Art Melendez from the Veterans Affairs Committee with regrets. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Tucker Motion carried.

ACTION ITEMS

SWAC Surcharge: Motion by Bates, seconded by Sauer, to deny the Recycling Surcharge Appeal request of Richard A. Barclay. Roll call. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

Jail Access Road: Motion by Bates, seconded by Warsecke, to enter into contract with the Benzie County Road Commission for the Government Center Roads and the Jail Access Road Maintenance for 2016-17 snow plow season, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Tucker and Walterhouse Nays: None Exc: Sauer and Warsecke Motion carried.

Betsie Valley Trail Contract: Motion by Bates, seconded by Walterhouse, to enter into contract with the Benzie County Road Commission for Betsie Valley Trail Maintenance for the period October 1, 2016 to September 30, 2017, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Tucker and Walterhouse Nays: None Exc: Sauer and Warsecke Motion carried.

CORRESPONDENCE

- Thank you from BACN for assistance in receiving of the Tribal 2% grant.
- Benzie Geelanau Health Dept minutes of September 22, 2016 received.
- Letter received from Special Olympics dated September 27, 2017.
- Crystal Lake Elevation Report for September 2016 received.
- Little Platte Lake Elevation Report for September 2016 received.

NEW BUSINESS – None

11:16 a.m. Public Input – None

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Motion by Bates, seconded by Warsecke, to adjourn until the October 25, 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

Roger L. Griner – Chair

Dawn Olney, Benzie County Clerk

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1. Approved the regular session minutes of September 27, 2016 as corrected.
2. Approved the special meeting minutes of October 4, 2016 as presented.
3. Approved the closed session minutes of October 4, 2016 as presented.
4. Authorized the Planning Commission to put the 2016 Master Plan out for distribution.
5. Adopted the September 19, 2016 Technology Consent Calendar item 1 as presented.
6. Adopted the COAM Corrections Collective Bargaining Agreement effective October 1, 2016 through September 30, 2018, authorizing the chairman to sign.
7. Approved payment of the bills in the amount of \$345,388.76, as presented.
8. Entered closed session reference Benzie County vs Cole et al.
9. Authorized legal counsel to proceed as discussed accordance with attorney recommendation in closed session, in the Benzie County vs Cole matter.
10. Appointed Bill Kennis to the Frankfort City County Airport Authority as the Benzie County representative, for a term ending April 30, 2019.
11. Accepted the resignation of Art Melendez from the Veterans Affairs Committee with regrets.
12. Denied the Recycling Surcharge Appeal request of Richard A. Barclay.
13. Entered into contract with the Benzie County Road Commission for the Government Center Roads and the Jail Access Road Maintenance for 2016-17 snow plow season, authorizing the chairman to sign.
14. Entered into contract with the Benzie County Road Commission for Betsie Valley Trail Maintenance for the period October 1, 2016 to September 30, 2017, authorizing the chairman to sign.

Motion by Walterhouse, seconded by Warsecke, to approve the Technology Consent Calendar as follows:

1. To enter into contract with Millenia for a new telecommunications system for the Government Center.

DAWN OLNEY

BENZIE COUNTY CLERK

448 COURT PLACE

BEULAH, MICHIGAN 49617

Destroy Date: _____

October 11, 2016

Closed Session

Benzie County vs Cole et al

BENZIE COUNTY BOARD OF COMMISSIONERS

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

E-911 Public Hearing AGENDA October 25, 2016 Inland Township Hall, Interlochen, Michigan

6:00 p.m. Ron Berns, 911 Director, provides brief overview

Commissioner Comments

Open Public Hearing – Motion by _____, seconded by _____,

Public Input from the Public – 3 minutes each

Close Public Hearing – Motion by _____, seconded by _____,

Adoption of Benzie County 911 Service Plan

2016-020

STATE OF MICHIGAN
COUNTY OF BENZIE

RESOLUTION

At a regular meeting of the Benzie County Board of Commissioners held in the Village of Thompsonville, Michigan on July 26, 2016 at 6:00 p.m.

PRESENT: Commissioners Bates, Carland, Griner, Sauer, Tucker, Walterhouse and Warsecke

ABSENT: None

The following resolution was offered by Commissioner Bates and supported by Commissioner Walterhouse:

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

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

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

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

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

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

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

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

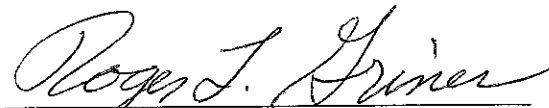
NOW, THEREFORE, BE IT RESOLVED that the Plan attached as Exhibit A is tentatively adopted by the Board of Commissioners;

BE IT FURTHER RESOLVED that A final hearing on this Plan and Amendments is set for October 25, 2016, at 6:00 p.m., at the Inland township Hall, 19668 Honor Hwy, Interlochen, Michigan, and the County Clerk is directed to send a copy of this Plan and Amendments to all local units and public agencies and to otherwise make the required postings under the Act.

YEAS: Bates, Carland, Griner, Sauer, Tucker, Walterhouse and Warsecke

NAYS: None

Dated: July 19, 2016



Roger E. Griner, Chair
Benzie County Board of Commissioners

I, Dawn Olney, Clerk to the Benzie County Board of Commissioners, hereby do certify that the above resolution was adopted by the Benzie County Board of Commissioners on the 26th day of July, 2016.



Dawn Olney, Benzie County Clerk

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

Adopted on _____, 2016

BENZIE COUNTY E-911 SERVICE PLAN

I. **INTRODUCTION**

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

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

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

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

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

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

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

1) Use of the universal, simple, easy-to-remember, three digit number for all emergencies in any location within the County;

2) Automatic number identification (ANI) and automatic location identification (ALI) for wire-based calls and geographic positioning identification for mobile or wireless technologies and automatic selective routing to increase the effectiveness of emergency response and dispatch services;

3) Establishment of financial, management and operational mechanisms designed to put the community in the best position to implement and maintain an up-to-date E 911 System;

4) Establishment of a system for recruiting and training qualified telecommunicators, also known as “dispatchers” and “Emergency Communications Specialists (ECSs)”;

5) Establishment of centralized or consolidated dispatch to more efficiently and effectively serve all residents of the County regardless of location therein;

6) Creating the environment to order and, therefore, facilitate the transition from wire-based to NG911.

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

II. PLAN ADOPTION

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

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

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

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

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

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

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

III. TECHNICAL CONSIDERATIONS

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

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

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

2) **Enhanced 911.**

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

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

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

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

3) **Wireless Implementation.**

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

4) **VOIP Implementation.**

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

5) **Implementation—General.**

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

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

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

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

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

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

IV.
OPERATIONAL CONSIDERATIONS

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

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

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

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

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

2) **PSAP Operations**

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

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

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

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

3) **Dispatch Methods**

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

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

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

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

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

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

4) **Training.**

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

5) **Implementation—General.**

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

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

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

7) **911 Resource Protection**

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

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

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

V. MANAGERIAL CONSIDERATIONS

1) PSAP Management.

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

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

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

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

2) **Board**

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

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

B. The Board may contract with a local unit or county outside of Benzie County to facilitate Central Dispatch's provision of primary PSAP services to such local unit or county.

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

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

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

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

VI.
FISCAL CONSIDERATIONS

1) **Technical Charges.**

A. **Estimated Network Costs²**

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

B. **Estimated Network Charges**

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

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

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

2) **Operational Funding.**

To finance the delivery of primary PSAP services, the Board is authorized and directed to implement, receive and, in its discretion, to expend, consistent with all applicable laws and County resolutions, any voter approved millages, operational surcharge, County 9-1-1 charge or any other funding provided under state or federal law, including but not limited to such fees authorized, imposed, and collected under the Act. The Board is authorized to make any request for funding from the Michigan Public Service Commission or State 911 Committee pursuant to the Act. Unless the Board directs otherwise, all operational surcharge funds shall be spent on the BCCD or Central Dispatch Operation, regardless of whether any other local unit or state agency

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

files a notice of intent to serve as a PSAP and actually serves as a PSAP. No payments from operational surcharge funds shall be paid to the EMS primary or secondary PSAP unless approved by both the Board. The purpose of this provision is to recognize that the BCCD or Central Dispatch has the obligation to provide E-911 and shall be in a position to provide PSAP services regardless of any notice of intent filed by any other entity, and also to recognize that maximum public efficiency is to be achieved through consolidated dispatch.

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

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

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

3) **Past Plans or Amendments**

These provisions are intended to modify, amend, supersede and replace any or all prior Plans or Plan Amendments. This Plan may be amended in any manner and at any time

consistent with the Act. The Board shall give the Board at least 30 days advance written notice before approving any tentative Plan Amendment.

4) **Interpretation and Savings Clause**

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

EXECUTION AND ACKNOWLEDGEMENT

Date: _____

Roger L. Griner, Chairperson
Benzie Board of Commissioners

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

Date: _____

Dawn Olney, Benzie County Clerk

APPENDICES

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

APPENDIX #1

NOTICE OF INTENT TO FUNCTION AS A PSAP

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

NOTICE OF INTENT TO FUNCTION AS A PSAP

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

_____ [Title]

_____ Clerk

APPENDIX #2

PUBLIC ENTITIES AND SERVICE SUPPLIERS WITHIN SERVICE PLAN

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

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

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

CITIES OF: Frankfort.

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

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

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

APPENDIX #3

PSAP, PUBLIC SAFETY AGENCIES AND DISPATCH METHODS

Benzie County Central Dispatch PSAP

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

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

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

| | | | | |
|------------------|---|--------|--|--|
| Benzie | Benzie County EMS | | | |
| County of Benzie | Almira Township EMS | Direct | | |
| County of Benzie | Thompsonville EMS | Direct | | |
| County of Benzie | Miscellaneous Benzie County Road Commission | Direct | | |
| County of Benzie | Benzie County Office of Emergency Management | Direct | | |
| County of Benzie | Benzie County Animal Control | Direct | | |

Elected Officials and Department Head Comments

**BENZIE SENIOR RESOURCES
BOARD OF DIRECTORS MEETING
ANNUAL MEETING
OCTOBER 19, 2016
THE GATHERING PLACE SENIOR CENTER, HONOR
4:30 P.M.**

Agenda

Please turn off your cell phones and any other electronic devices

Final Meeting of Benzie County COA (Act Room) & Benzie Home Health Care (Dining Room)

- a. Roll Call
- b. Approval of 9/21/16 Board of Directors Meeting Minutes
- c. Adjourn Meeting

Continue with the Benzie Senior Resource Annual Board Meeting

Call to Order
Prayer of Invocation
Pledge of Allegiance
Roll Call

Approval of Agenda
Approval of Minutes of Combined Board Meeting – 9/21/2016
Finance Committee Report - Approval of BCCOA Financial Statements for September 2016

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

- Annual Meeting Action Items
- A. Election of Officers
 - B. Committee Appointments
 1. Leadership
 2. Finance
 3. Fund Development & Public Relations
 4. Program & Personnel

Continue with normal Board of Directors Meeting

Information Items

- A. Directors Report – September 2016/October 2016
- B. Program/Services Report – September 2016
- C. Senior Center Update – September 2016/October 2016
- D. Board of Commissioners Update

Action Items

- A. FY 2017 Benzie Senior Resource Budget
- B. Benzie Senior Resource By-laws
- C. Brand Tonic Proposal for Marketing/Branding
- D. Executive Director Compensation Discussion

New Business

- A. FY 2017 Program Bench Marks

RECEIVED

OCT 20 2016

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

B. Year-End Appeal Process

Old Business

A. Holly Berry Craft Show

Public Comment

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

Board Round Table Discussion/Evaluation of Meeting

A.

Adjourn

Benzie Senior Recourses Mission Statement – To provide exceptional services, resources and trusted care to support Benzie seniors

NEXT MEETING

Wednesday, November 16, 2016 at 4:30 p.m.
The Gathering Place Senior Center
Honor, MI 49640

BENZIE COUNTY COUNCIL ON AGING, INC.
BOARD OF DIRECTORS MEETING
September 21, 2016
Final Board Meeting of BCCOA

Chair Beverly Holbrook called the meeting to order at 4:02pm

Bob gave the Prayer of Invocation;

The Pledge of Allegiance was said by all.

Roll Call: Present: Beverly Holbrook, Bob McQuilken, Ron Dykstra, Rosemary Russell, Jane Elizerman, Donna Malecki, Ann Dawe, Sylvia Bennett, Neil Haugen, Denise Favreau (came in 4:20), Also present were Sabra Boyle, Doug Durand, and Frank Walterhouse Commissioner.

Agenda

- Add to Action Items: A. Delta Dental Foundation Resolution and B Grand Traverse Area Community Foundation Resolution
- Motion to approve the changed agenda was made by Rosemary and Seconded by Donna. Ayes' being heard motion to approve the updated agenda was made.

Minutes

- A Motion to approve the minutes of the previous meeting with the correction of removal of the last page (next meeting will be our 1st combined and annual meeting.) was made by Donna with Jane supporting. All ayes being heard, a motion was carried and the previous minutes with corrections was made.

Finance Committee

Review of the financial report was given by Doug. We are at 92% of budget and we ended with a deficit of \$498.00 this was anticipated. We are on target with the budget and looking ahead September will have 3 payrolls this will affect our bottom dollar. Some other future expenses include updates to the working areas for the combined office space. Donations from the Foot clinic and other donations to administration will cover the administration offices for these updates. There will also be some ETO expenses and some repairs that were incurred with regards to lighting and the drainage discharge pipe. Overall we ended August with a surplus of \$15,013. The Restrictive Fund Balance is at \$25,047. A motion to approve the financial report was made by Bob and Seconded by Sylvia. Hearing all ayes, the motion was approved.

Public Input-

- No public input: suggestion box is empty

Information Items

A. Directors Report

- A copy of the director's report was given to the board and submitted into the meeting.
- We are continuing to review several options for medical health plans for our employees. Blue Care network is our current plan and we have modified a couple of areas to help set off the increases in the plan. We will continue to monitor. Ford Insurance is our vehicle, liability and workman's comp policies and came in under budget.
- We were awarded a grant for home delivered meals and congregate meals for Benzie County. The Senior expo was a success. Senior empowerment day is scheduled for September 22nd.

- Our grant funds are slowly running out for senior essential needs funds. The summer appeal newsletter and donations are helping but the needs are greater than the funds.
- Our employee handbook is almost finished.

B. Program Senior services Report

- Program reports were given to the board and presented by Doug.
- Our services continue to go up, up, up! The following statistics are being compared to the same time as last year. Home delivered meals up 9%, Congregate meals are up 13%, Dining out up 46%, Homemaker up 6%, Lawn chore up 20%, Benzie bus has remained steady at 91 bus passes. Foot care, hearing clinic, and estate planning continue as does senior dental programming.

C. Senior Center Update

- A report was given to the board and submitted into the meeting
- The usual happenings continue with increases in all activities again this month.
- The gathering place has seen an overall increase of 19% since 2015.

D. Board of Commissioners Update

Frank Walterhouse stated that things in the county are looking good. Budget is not official yet but no issues have been voiced, at this time and it is expected to move forward.

Congratulations to BCCOA and BCHC for the hard work on creating BSR,. The merger will be beneficial for our seniors by streamlining services.

We are looking at October but most likely November for the Maples to open. We are trying to get it open and working for the people of Benzie county.

Action Items:

A. Board Resolution for Delta Dental Foundation \$5000 grant, motion made by Rosemary, supported by Neil, All Ayes, motion passed.

B. Board Resolution for Grand Traverse Area Community Foundation, asking \$10,000, motion made by Bob, supported by Donna. All Ayes, motion passed.

Old Business:

A. Fund Development

- Kudos to Storm cloud for providing funds from a fundraiser for us.
- Music on the hill these events at the St. Andrews Presbyterian church went well and \$1,100.00 has been given to BCCOA from these events.
- Notifications of our Grants are coming in.
 - The GTB has provided us with grant monies again this year.
 - Mary has finished up the Rotary Grant.
 -

New Business

A. Following this meeting there will be a training session for the combined boards.

Round Table

No round table discussion.

Adjourn

A motion was made to adjourn the meeting by Beverly at 4:58pm and was seconded by Rosemary all ayes being heard, the meeting was adjourned.

Respectfully Submitted,

Rosemary T. Russell, RN
Board Secretary BCCOA

DRAFT

Benzie County Council on Aging, Inc.

Executive Directors Report September 2016 – October 2016

- Grants were submitted to Grand Traverse Regional Foundation through the Campbell Foundation for the Senior Essential Needs Fund (\$6,000) and Delta Dental Foundation for financial assistance for the Benzie County Senior Oral Health Program and Outreach Presentations regarding Senior Oral Healthcare. (\$5,000)
- The Rotary Charities Grant has made it past the first round and they have scheduled a meeting with Mary, Ned, Beverly and I for October 28th.
- Submitted FY 2017-2018 AAANM Provider Agreement for Medicaid Waiver and Care Management Programs. This includes Community Living Supports, In-Home Respite, Personal Care, Homemaker, Medication Management, Foot Care, Home Delivered Meals, Snow Removal Chore Services and some Client Transportation. Unit cost reimbursement is the same as FY'2016.
- Finalizing the upcoming snow removal season and we have 5 snow plow contractors have sent in their letters of interest. Last season we had 125 clients signed up for this service and we are anticipating 135 clients this season.
- On October 5th, we had a combined staff meeting with all staff of Benzie Senior Resources. This event was in celebration of the completed merger. The goal is to have an all staff meeting on the first Monday of each month. Then continue to have a weekly meeting on the remaining Monday's with the Home Health Care Program staff.
- Planning has begun with the 3rd Annual Holiday Gift Bags Program. Letters have been sent to last year's participating area Churches. Our goal for this year is 200 gift bags the same as last year.
- The administrative office now has a new work station desk in the lobby. The space looks much cleaner and professional. Paperwork and computer screen is more hidden from view. Eighty-five percent of the cost is covered by designated donations. The Gathering Place new front desk work station was installed and the area is organized with less clutter showing. The cost for this project was covered 100% by fundraising and designated donations. .
- Integrating the payroll for both agencies has gone smoothly. Sabra and Mary are working closely with Quick Books. Sabra has been in consultation with Anderson, Tackman & Company in the final integration regarding the financials, assets, etc. Computers are now networked into the server. Mary has been training Emily in many of the day to day operations of In-Home Healthcare operations.
- First draft of the contract between Benzie County Commission on Aging/County and Benzie Senior Resources has been given to Mitch Deisch. Kate has offered to work with Mr. Richard Figura, County's attorney in the review process.
- A simple Benzie Senior Resources banner has been ordered to hang on the building. Several yard signs have been ordered to put out with the name Benzie Senior Resources.
- The FY 2016 Financial Audit for Benzie County Council on Aging has been scheduled for the first week in November.
- With the discontinuation of the Blue Cross Legacy Plan effective December 31, 2016, we are receiving large call volumes and walk ins for appointments with our Medicare/Medicaid Counselors.

Legislative Updates

Congress passed a Continuing Resolution (CR) to keep federal programs and agencies in operation until December 9th. The Continuing Resolution does impose a small across-the-board cut (less than 1%) in order to meet previously imposed budget caps. What that will mean for aging programs is not yet known. What does this mean for Benzie Senior Resources? We usually receive a quarterly payment in December or January for the 1st quarter of the new fiscal year. The federal dollars we receive are based on the previous year number of meals served and since we had double digit increases last year in the number of meals served, we should see an increase. But if Congress struggles to pass a full budget for FY 2017, our funds may be held until a Federal Budget is passed.

A 297-page report entitled "Families Caring for an Aging America" was released by the National Academies of Sciences, Engineering and Medicine. In 2014, this prestigious group was approached by 13 foundations, the U.S. Department of Veterans Affairs, and an anonymous donor, and asked to convene a national panel of experts on the topic of elder caregiving. The group's charge was to develop an evidence-based consensus on 1) the prevalence of caregiving and its impacts, 2) the effectiveness and outcomes of current programs for caregivers, and 3) policy changes to support caregivers.

Here are some key findings:

- There are 17.7 million family caregivers for seniors 65+, and the majority are women. While the pool of caregivers is shrinking, the demand for care is going up dramatically since the fastest growing age group is 80+. Over half (59%) of individuals 85-89 need caregiving and 76% of those 90+ need caregiving.
- Strong predictors of caregiver depression and anxiety are the intensity and duration of caregiving, and higher levels of impairment of the care recipient. Other predictors of caregiver burden are low-incomes, the perceived suffering of the older adult, poor health of the caregiver, and a lack of social supports.
- Strong predictors of financial harm are caregivers living with the older adult, high impairment levels, and a lack of other caregivers to assist the primary caregiver.

Overall, the research findings show that caregiver education and skills training can increase caregiver confidence, and skill building along with environmental modifications can improve quality of life for both caregiver and recipient. When there are caregiver's present, senior's use fewer health care resources, and some caregiver programs can lead to further cost-savings. For example, care coordination and personal counseling can result in fewer nursing home admissions for seniors with dementia. Integrating caregivers into the hospital discharge process can reduce re-hospitalizations and shorten hospitals stays.

Policy recommendations include: routinely identifying caregivers in all health care and social service programs, increased funding for the National Family Caregiver Program (part of the Older Americans Act), provider payment reforms to cover caregiver supports, and including caregiver metrics in federally-mandated quality measures for health care providers.

Program Report for September 2016

Nutritional Programs

Home Delivered Meals

Home Delivered Meals – 3,947 meals were provided to 125 clients in September 2016. **This represents an increase of 21% as compared to September 2014 and a 13% increase as compared to September 2015. For FY's 2016, 43,317 HDM meals were served. This represents a 16% increase over 2015 and 31% increase over 2014.**

Congregate Meals

The Gathering Place and Thompsonville served a total of 2,262 in September 2016. **This represents an increase of 7% as compared to September 2014 and a 5% increase as compared to September 2015. For FY's 2016, 25,258 Congregate meals were served. This represents a 7.5% increase over 2015 and 10% increase over 2014.**

Through FY'2016 we served 8,864 additional meals than last year.

Other Programs/Services

Dining Out Program – A total of 205 customers purchased 684 vouchers in September 2016. **This represents an increase of 67% as compared to September 2014 and a 24% increase as compared to September 2015. For FY' 2016, the Dining Out Program increased 23% over FY' 2015 and a 48% over FY' 2014**

Homemaker Program – 425 service units were provided 97 clients in September. **This represents an increase of 30% as compared to September 2014 and a 21% increase as compared to September 2015. For FY'2016, the program increased 2% over FY'2015 and a 6% increase over FY'2014. The dollar value for this service is \$64,867**

Guardian Medical Monitoring – 25 Clients receive this no charge service in September 2016 and currently we have 10 on the waiting lists for this free service.

Benzie Bus Punch Cards – 99 bus passes were given to clients in September 2016. **For FY'2016 a total of 1,252 bus passes were given to seniors free of charge. This represents a \$18,780 value. Compared to 2015, we were down 8% in the number of passes given out.**

Lawn Chore – We provided 166 mows in September. **For FY'2016, we provided 510 mows which is an increase of 20% over the number of mows in 2015 and an 52% in number of mows over 2014. We also increased the number of clients by 20% over 2015. The dollar value for this service is \$17,850.**

Information & Assistance - The agency handled 771 calls in September 2016 regarding Information and Assistance for services and questions related to older adults. **This is an increase of 74% as compared to September 2015. For FY'2016 the number of calls increased by 17% over FY'2015.**

Foot Care Clinic – 28 clients were provided services at the administration office and another 10 clients at the Benzie Senior Expo in September 2016.

Hearing Clinic – 7 individuals had a hearing evaluation completed in September 2016 at no cost to the client.

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

Benzie COA Senior Dental Program – Three client were signed up in September 2016.

Emergency Senior Essential Needs Fund – Two individuals were provided financial assistance in September 2016.

The Gathering Place Senior Center – In September 2016, The Gathering Place Senior Center offered a total of twelve core activities that 487 folks participated in. The top 5 attended activities for September 2016 were Music, Card Games, Exercise, Bingo and Day Trip Outings. **This is a 4% increase over September 2015. For FY 2016 the number of activities attended by customers increased by 26% over FY 2015 and 46% over FY 2014.**

Respectfully submitted,

Douglas Durand

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

| | <u>Sep 30, 16</u> |
|-----------------------------------|--------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 001 · CENTRAL STATE BANK CHECKING | 166,582.27 |
| 003 · CENTRAL STATE BANK HRA | 159.78 |
| 005 · CSB - FUNDRAISING | 2,223.71 |
| 006 · CENTRAL STATE BANK CD | <u>13,203.54</u> |
| Total Checking/Savings | <u>182,169.30</u> |
| Accounts Receivable | |
| 1200 · Accounts Receivable | <u>136.54</u> |
| Total Accounts Receivable | <u>136.54</u> |
| Other Current Assets | |
| 109 · INVENTORY | <u>7,317.42</u> |
| Total Other Current Assets | <u>7,317.42</u> |
| Total Current Assets | 189,623.26 |
| Fixed Assets | |
| 150 · BUILDING | 330,375.70 |
| 151 · VEHICLES | 79,769.00 |
| 152 · EQUIPMENT | 79,787.12 |
| 157 · LAND IMPROVEMENTS | 1,800.00 |
| 159 · LAND | 150,000.00 |
| 160 · ACCUMULATED DEPRECIATION | <u>(186,943.70)</u> |
| Total Fixed Assets | <u>454,788.12</u> |
| TOTAL ASSETS | <u><u>644,411.38</u></u> |

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

| | <u>Sep 30, 16</u> |
|--|--------------------------|
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 2000 · Accounts Payable | 16,280.61 |
| Total Accounts Payable | <u>16,280.61</u> |
| Other Current Liabilities | |
| 2100 · Payroll Liabilities | 5,560.75 |
| 220 · ACCRUED VACATION LIABILITY | 5,759.26 |
| 222 · MERS 457 PAYABLE | 431.30 |
| 239 · ACCRUED WAGES | 7,441.13 |
| Total Other Current Liabilities | <u>19,192.44</u> |
| Total Current Liabilities | 35,473.05 |
| Long Term Liabilities | |
| 250 · MORTGAGE PAYABLE | 147,828.76 |
| Total Long Term Liabilities | <u>147,828.76</u> |
| Total Liabilities | 183,301.81 |
| Equity | |
| 380 · CONTINGENCY | 0.00 |
| 390 · FUND BALANCE - PROGRAMS | 570,978.00 |
| 3900 · Retained Earnings | (138,579.64) |
| 401 · MEALS ON WHEELS | 4,641.06 |
| Net Income | 24,070.15 |
| Total Equity | <u>461,109.57</u> |
| TOTAL LIABILITIES & EQUITY | <u><u>644,411.38</u></u> |

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

10/12/2016

Accrual Basis

| | September 2016 | Budget | \$ Change |
|---------------------------------------|------------------|------------------|-----------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| 519.03 · TITLE III C2 INCOME | 6,778.50 | 5,626.00 | 1,152.50 |
| 519.04 · FEDERAL USDA | 0.00 | 0.00 | 0.00 |
| 519.05 MIPPA (MMAP) | 200.00 | 100.00 | 100.00 |
| 540 · GRANTS | 5,000.00 | 1,533.00 | 3,467.00 |
| 561 · STATE ALTERNATIVE CARE | 570.00 | 894.00 | (324.00) |
| 642 · CHARGES FOR SERVICES/CONT | 3,417.00 | 3,006.00 | 411.00 |
| 642.01 · FEE FOR SERVICE/CHORE | 460.00 | 300.00 | 160.00 |
| 642.02 · FEE FOR SERVICE/HOMEMAKER | 1,848.00 | 2,066.00 | (218.00) |
| 642.03 · FEE FOR SERVICE/SNOW REMOVAL | 0.00 | 0.00 | 0.00 |
| 673 · NEWSLETTER SUB | 40.00 | 0.00 | 40.00 |
| 675 · DONATIONS | 6,904.26 | 8,283.00 | (1,378.74) |
| 676 · MILLAGE | 58,706.66 | 58,706.00 | 0.66 |
| 677 · FUNDRAISING INCOME | 1,434.30 | 1,062.00 | 372.30 |
| 679 · SPONSORSHIP INCOME | 0.00 | 0.00 | 0.00 |
| 680 · VOLUNTEER WAGES (IN-KIND). | 9,369.00 | 11,226.00 | (1,857.00) |
| 681 · DONATIONS-IN-KIND | 360.72 | 0.00 | 360.72 |
| 690 · TRIPS | (3,190.00) | 0.00 | (3,190.00) |
| 691 · MISC INCOME | 0.00 | 0.00 | 0.00 |
| Total Income | 91,898.44 | 92,802.00 | (903.56) |
| Gross Profit | 91,898.44 | 92,802.00 | (903.56) |
| Expense | | | |
| 700 · ACCOUNTING FEES | 0.00 | 0.00 | 0.00 |
| 705 · SALARY AND WAGES | 49,885.95 | 32,087.00 | 17,798.95 |
| 708 · PAYROLL TAX EXPENSE | 4,246.42 | 2,333.00 | 1,913.42 |
| 709 · EDUCATION/TRAINING | 234.00 | 63.00 | 171.00 |
| 710 · EVENTS | 538.75 | 242.00 | 296.75 |
| 715 · CLOTHING ALLOWANCE | 0.00 | 172.00 | (172.00) |
| 717 · DUES/SUBSCRIPTIONS | 0.00 | 0.00 | 0.00 |
| 720 · BAD DEBT | 0.00 | 0.00 | 0.00 |
| 721 · COMPUTER EXPENSES | 1,379.99 | 591.00 | 788.99 |
| 725 · FRINGE BENEFITS | 15,929.23 | 16,925.00 | (995.77) |
| 726 · FUNDRAISING EXPENSE | 0.00 | 400.00 | (400.00) |
| 727 · SUPPLIES | 1,996.90 | 1,937.00 | 59.90 |
| 727.2 · OFFICE EXP | 377.86 | 653.00 | (275.14) |
| 727.3 · POSTAGE | 77.13 | 290.00 | (212.87) |
| 727.4 · ADVERTISING | 331.00 | 2,700.00 | (2,369.00) |
| 740 · FOOD | 13,587.91 | 12,100.00 | 1,487.91 |
| 819 · CONTRACTUAL | 22,139.79 | 14,805.00 | 7,334.79 |
| 820 · VOLUNTEER WAGES (IN-KIND) | 9,369.00 | 11,228.00 | (1,859.00) |

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

10/12/2016

Accrual Basis

| | September 2016 | Budget | \$ Change |
|--------------------------------|-----------------------|--------------------|--------------------|
| 825 · VOLUNTEER EXPENSES | 935.12 | 1,087.00 | (151.88) |
| 850 · TELEPHONE | 225.62 | 220.00 | 5.62 |
| 861 · TRAVEL/MILEAGE/GAS | 584.10 | 397.00 | 187.10 |
| 900 · INTEREST EXPENSE | 463.29 | 464.00 | (0.71) |
| 910 · INSURANCE | 1,692.00 | 1,437.00 | 255.00 |
| 915 · PROJECTS | 0.00 | 0.00 | 0.00 |
| 920 · UTILITIES | 1,606.86 | 1,919.00 | (312.14) |
| 930 · TGP LOAN | 0.00 | 0.00 | 0.00 |
| 940 · DEPRECIATION EXPENSE | 1,804.26 | 1,804.00 | 0.26 |
| 980 · EQUIPMENT/REPAIRS | 4,200.29 | 525.00 | 3,675.29 |
| 980.1 - OUTDOOR MAINTENANCE | 252.00 | 157.00 | 95.00 |
| 981 · HDM VEHICLE MAINT/GAS | 566.97 | 1,190.00 | (623.03) |
| 991 · TRIP EXPENSE | 0.00 | 0.00 | 0.00 |
| Total Expense | 132,424.44 | 105,726.00 | 26,698.44 |
| Net Ordinary Income | (40,526.00) | (12,924.00) | (27,602.00) |
| Other Income/Expense | | | |
| Other Income | | | |
| 990 · INTEREST/DIVIDEND INCOME | 11.36 | 10.00 | 1.36 |
| 999 - Other Income | 954.14 | 0.00 | 954.14 |
| Total Other Income | 965.50 | 10.00 | 955.50 |
| Other Expense | | | |
| 999.1 · Other Expense | 0.00 | 583.00 | (583.00) |
| Total Other Expense | 0.00 | 583.00 | (583.00) |
| Net Other Income | 965.50 | (573.00) | 1,538.50 |
| Net Income | (39,560.50) | (13,497.00) | (26,063.50) |

BENZIE COUNTY COUNCIL ON AGING, INC.
Statement of Financial Income and Expense - YTD

October 1, 2015 - September 30, 2016

10/12/2016

Accrual Basis

| | <u>Oct-Sept 2016</u> | <u>Budget</u> | <u>\$ Change</u> |
|---------------------------------------|----------------------|---------------------|------------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| 519.03 · TITLE III C2 INCOME | 71,021.00 | 67,521.00 | 3,500.00 |
| 519.04 · FEDERAL USDA | 38,856.04 | 37,625.00 | 1,231.04 |
| 519.05 MIPPA (MMAF) | 3,100.00 | 1,600.00 | 1,500.00 |
| 540 · GRANTS | 19,050.00 | 22,000.00 | (2,950.00) |
| 561 · STATE ALTERNATIVE CARE | 9,336.00 | 10,800.00 | (1,464.00) |
| 642 · CHARGES FOR SERVICES/CONT | 32,928.00 | 24,699.00 | 8,229.00 |
| 642.01 · FEE FOR SERVICE/CHORE | 6,250.00 | 7,340.00 | (1,090.00) |
| 642.02 · FEE FOR SERVICE/HOMEMAKER | 21,490.00 | 23,256.00 | (1,766.00) |
| 642.03 · FEE FOR SERVICE/SNOW REMOVAL | 8,810.00 | 17,235.00 | (8,425.00) |
| 673 · NEWSLETTER SUB | 620.00 | 0.00 | 620.00 |
| 675 · DONATIONS | 94,218.29 | 95,000.00 | (781.71) |
| 676 · MILLAGE | 704,479.92 | 704,480.00 | (0.08) |
| 677 · FUNDRAISING INCOME | 13,154.42 | 15,000.00 | (1,845.58) |
| 679 · SPONSORSHIP INCOME | 800.00 | 0.00 | 800.00 |
| 680 · VOLUNTEER WAGES (IN-KIND). | 129,380.00 | 130,000.00 | (620.00) |
| 681 · DONATIONS-IN-KIND | 2,975.94 | 0.00 | 2,975.94 |
| 690 · TRIPS | 8,706.00 | 0.00 | 8,706.00 |
| 691 · MISC INCOME | 0.00 | 0.00 | 0.00 |
| Total Income | <u>1,165,175.61</u> | <u>1,156,556.00</u> | <u>8,619.61</u> |
| Gross Profit | 1,165,175.61 | 1,156,556.00 | 8,619.61 |
| Expense | | | |
| 700 · ACCOUNTING FEES | 3,710.00 | 3,900.00 | (190.00) |
| 705 · SALARY AND WAGES | 337,742.72 | 340,402.00 | (2,659.28) |
| 708 · PAYROLL TAX EXPENSE | 30,307.24 | 29,540.00 | 767.24 |
| 709 · EDUCATION/TRAINING | 288.00 | 750.00 | (462.00) |
| 710 · EVENTS | 3,894.64 | 2,900.00 | 994.64 |
| 715 · CLOTHING ALLOWANCE | 156.75 | 500.00 | (343.25) |
| 717 · DUES/SUBSCRIPTIONS | 2,359.22 | 2,500.00 | (140.78) |
| 720 · BAD DEBT | (19.00) | 0.00 | (19.00) |
| 721 · COMPUTER EXPENSES | 15,201.98 | 10,250.00 | 4,951.98 |
| 725 · FRINGE BENEFITS | 113,965.71 | 135,000.00 | (21,034.29) |
| 726 · FUNDRAISING EXPENSE | 1,567.30 | 2,400.00 | (832.70) |
| 727 · SUPPLIES | 23,057.93 | 22,500.00 | 557.93 |
| 727.2 · OFFICE EXP | 6,386.59 | 8,300.00 | (1,913.41) |
| 727.3 · POSTAGE | 1,912.37 | 2,800.00 | (887.63) |
| 727.4 · ADVERTISING | 1,999.95 | 6,030.00 | (4,030.05) |
| 740 · FOOD | 142,407.81 | 140,800.00 | 1,607.81 |
| 819 · CONTRACTUAL | 186,824.89 | 193,100.00 | (6,275.11) |
| 820 · VOLUNTEER WAGES (IN-KIND) | 129,380.00 | 130,000.00 | (620.00) |

BENZIE COUNTY COUNCIL ON AGING, INC.
Statement of Financial Income and Expense - YTD

October 1, 2015 - September 30, 2016

10/12/2016

Accrual Basis

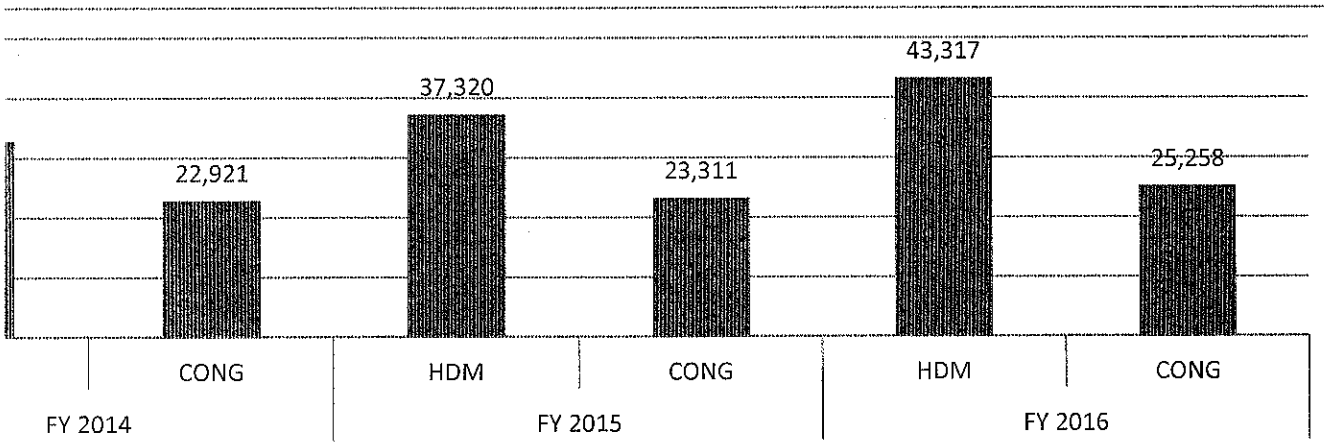
| | <u>Oct-Sept 2016</u> | <u>Budget</u> | <u>\$ Change</u> |
|---------------------------------|-----------------------------|------------------------------|-----------------------------|
| 825 · VOLUNTEER EXPENSES | 8,268.57 | 6,960.00 | 1,308.57 |
| 850 · TELEPHONE | 2,951.96 | 2,900.00 | 51.96 |
| 861 · TRAVEL/MILEAGE/GAS | 5,300.26 | 3,347.00 | 1,953.26 |
| 900 · INTEREST EXPENSE | 5,965.15 | 5,970.00 | (4.85) |
| 910 · INSURANCE | 25,482.50 | 22,500.00 | 2,982.50 |
| 915 · PROJECTS | 7,206.32 | 7,300.00 | (93.68) |
| 920 · UTILITIES | 23,019.05 | 23,000.00 | 19.05 |
| 930 · TGP LOAN | 0.00 | 0.00 | 0.00 |
| 940 · DEPRECIATION EXPENSE | 21,651.12 | 21,650.00 | 1.12 |
| 980 · EQUIPMENT/REPAIRS | 25,861.70 | 16,774.00 | 9,087.70 |
| 980.1 - OUTDOOR MAINTENANCE | 5,843.75 | 5,000.00 | 843.75 |
| 981 · HDM VEHICLE MAINT/GAS | 11,804.30 | 14,240.00 | (2,435.70) |
| 991 · TRIP EXPENSE | 8,276.00 | 0.00 | 8,276.00 |
| Total Expense | <u>1,152,774.78</u> | <u>1,161,313.00</u> | <u>(8,538.22)</u> |
| Net Ordinary Income | 12,400.83 | (4,757.00) | 17,157.83 |
| Other Income/Expense | | | |
| Other Income | | | |
| 990 · INTEREST/DIVIDEND INCOME | 134.60 | 120.00 | 14.60 |
| 999 - Other Income | 11,820.81 | 5,270.00 | 6,550.81 |
| Total Other Income | <u>11,955.41</u> | <u>5,390.00</u> | <u>6,565.41</u> |
| Other Expense | | | |
| 999.1-Other Expense | 11.70 | 0.00 | |
| 99999-LEGAL EXPENSE | 274.39 | 3,532.00 | (3,257.61) |
| Total Other Expense | <u>286.09</u> | <u>3,532.00</u> | <u>(3,245.91)</u> |
| Net Other Income | <u>11,669.32</u> | <u>1,858.00</u> | <u>9,811.32</u> |
| Net Income | <u><u>24,070.15</u></u> | <u><u>(2,899.00)</u></u> | <u><u>26,969.15</u></u> |

Benzie County Council on Aging
HDM/Cong comparison

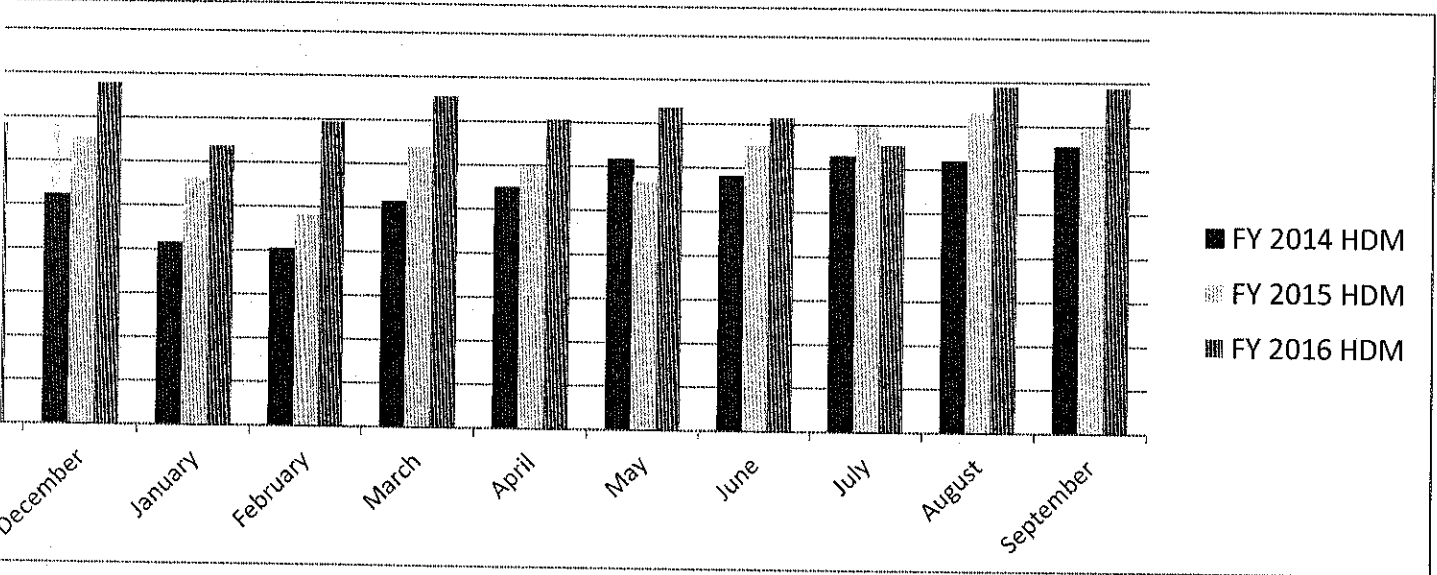
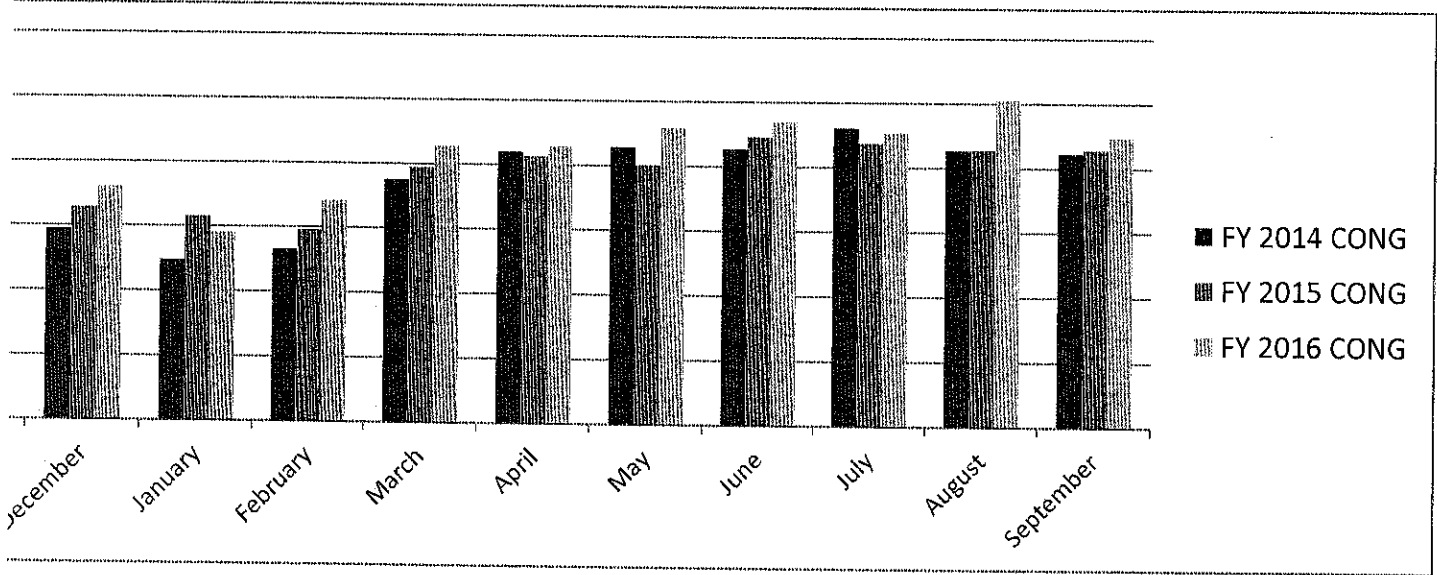
Benzie County Council on Aging
Units Served 2014-2015-2016

| FY 2014 | | FY 2015 | | FY 2016 | |
|---------|--------|---------|--------|---------|--------|
| HDM | CONG | HDM | CONG | HDM | CONG |
| 2,919 | 2,335 | 3,356 | 2,394 | 3,627 | 2,370 |
| 2,478 | 1,732 | 2,590 | 1,491 | 3,410 | 1,972 |
| 2,609 | 1,471 | 3,265 | 1,640 | 3,891 | 1,800 |
| 2,073 | 1,237 | 2,816 | 1,576 | 3,186 | 1,452 |
| 2,018 | 1,328 | 2,405 | 1,476 | 3,473 | 1,706 |
| 2,567 | 1,876 | 3,196 | 1,971 | 3,781 | 2,140 |
| 2,746 | 2,102 | 3,001 | 2,065 | 3,528 | 2,144 |
| 3,083 | 2,144 | 2,824 | 1,996 | 3,682 | 2,295 |
| 2,902 | 2,137 | 3,250 | 2,231 | 3,575 | 2,347 |
| 3,141 | 2,306 | 3,478 | 2,188 | 3,272 | 2,267 |
| 3,091 | 2,137 | 3,644 | 2,140 | 3,949 | 2,528 |
| 3,264 | 2,116 | 3,495 | 2,143 | 3,943 | 2,237 |
| | | | | | |
| 2,891 | 22,921 | 37,320 | 23,311 | 43,317 | 25,258 |

63% 37%



Benzie County Council on Aging
HDM/Cong comparison



Senior Center Coordinator's Report

October 4, 2016

Regular Happenings:

Tuesday Music and Dancing
Blood Pressure Clinics
Bingo
Zumba
Bible Study
Dining Out Day
Essential Estate Planning

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

Spinning
Thompsonville Meal
Wii Bowling
Yoga
Birthday celebrations
Hearing Clinic

Recent Events

Time for our annual trip to the Tunnel of Trees! Leaving at 8:00 a.m. on **Friday October 7**. Return by 5:00 p.m. Stops along the way include: Good Hart General Store, the historic church at Middle Village and lunch at The Legs Inn. This trip is always a great time! The scenery is gorgeous and the food is so delicious.

Wednesday, October 12th is the annual Empty Bowls Soup Nite fundraiser for Benzie Food Partners. Always a great time! We look forward to this event all year.

Stamp Collection Day is Wednesday, October 19th. Our very own Jeff Stockman has quite the collection of stamps. Join us during lunch to check them out and if you have a collection, please share!

October is Breast Cancer Awareness Month. On Friday, October 21st we'll be remembering those we've lost and supporting those who are fighting to win! Wear pink (yes, men wear pink too!) whether it's your whole outfit, a ribbon, socks, hat, bracelet or lipstick!

Monday, October 24 at 12:30 p.m. we'll be decorating pumpkins. Bring your own pumpkin or help us decorate one for The Gathering Place. We'll have plenty of Mr. Potatohead parts to create your one-of-a-kind pumpkin without having to carve!

Dining Out Day! Thursday, October 27th we are heading to Blue Caribou in Beulah for lunch. This is a great way for us to promote our Dining Out Program.

Monday, October 31 is our annual Halloween Party during lunch. Goblins, ghouls and treats! Come dressed in your best costume—will we guess your true identity? Prizes are always awarded for most creative!

We are very excited about our new desk which is hopefully here by the time you receive your packets! We used our candy bar, popcorn and 50/50 money to spruce up the front!

BENZIE COUNTY
SOLID WASTE ADVISORY COMMITTEE
October 5th, 2016
MINUTES

MEMBERS PRESENT: Brianne Lindsay, Todd Warren, Marlene Wood
Dennis Fischgrabe and Evan Warsecke

ABSENT: Jane Schultz, Roger Schultz

ALSO PRESENT: David Schaffer -- Solid Waste/Recycling
Coordinator

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

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

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

Approval of the Minutes of July 13th, 2016: Motion by Warsecke
seconded by Warren to approve the minutes as presented. All aye.

Public Input:

The board welcomed Sarah Archer, president of Iris Waste Diversion Specialists, who was present to provide information to the SWAC regarding her Regional Resource Recovery Study (3R). On 8/19/16, Miss Archer had requested a recommendation from the SWAC to the Benzie County Commissioners to participate in the project. She wrote that "The Board would show their commitment to the project through the adoption of a resolution."

The 3R project is "being funded through a grant from the U.S. Department of Agriculture, Rural Development awarded to the Alliance of Economic Success on behalf of Manistee County." The purpose of the project has been described as "to provide a regional solution for recycling and recovery of

RECEIVED

OCT 17 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

discards - AKA Resource Recovery, that creates jobs, improves quality of life and brings economic benefit to the region.”

The SWAC asked Miss Archer many questions including how this project would benefit Benzie County. Miss Archer had previously stated that “Detailed program questions can’t yet be answered because the project will be driven by the participating governmental jurisdictions and there are no preconceived ideas about the location, leadership, management or type of organization that may be identified as the “ideal” solution for a sustainable resource recovery program”

Coordinator Schaffer stated that he felt a regional solution is worth exploring but we need to keep in mind that we are beholden to the residents of Benzie County. Schaffer also expressed his concern that this project could potentially slow down the progress of our current recycling program. Through much discussion it was concluded that the SWAC felt they had no choice but to recommend that the BOC adopt a resolution. It was also decided that the resolution presented to the SWAC would need to be amended before presentation to the BOC.

Business:

- a. Regional Resource Recovery Study (3R):** Motion by Wood, seconded by Lindsay for Coordinator Schaffer to prepare the resolution to present to the BOC. All Aye.
- b. Current Financial Report:** An up to date Revenue / Expenditures Report was available for the committee to review.
- c. Frankfort Bins/Commercial Options:** Coordinator Schaffer requested a motion to remove one of the bins from the Frankfort site as the traffic has slowed down and the extra space will be helpful for snow removal. Schaffer also stated he would like to continue looking for a better solution to the Green Business program. This was Motioned by Fischgrabe and seconded by Wood. All Aye.
- d. Honor Bins:** Coordinator Schaffer reported that starting next spring, the County Road Commission would be constructing fencing and gates to block off access to the back side of their

building. They would also be moving the fuel island outside of these gates nearer the area where the recycling bins are currently located. Schaffer stated he would keep in contact with the Road Commission regarding this project and continue looking into alternate locations should there no longer be room for the bins at the Road Commission.

- e. **Save a Lot Bins:** Coordinator Schaffer requested a motion to remove one of the bins from the Save a Lot location for the winter to help with snow removal. Motioned by Wood and seconded by Lindsay. All Aye
- f. **Contracts/Dates for 2017 HHW and Electronics:** Coordinator Schaffer reported that he would like to conduct the 2017 events on June 17th and August 19th. Schaffer also stated he would inquire with the area townships before contracting the events in hopes to avoid overlap with any other potential collections. Motion from Wood to proceed, Seconded by Fischgrabe. All Aye
- g. **2016 Collection Statistics:** Coordinator Schaffer supplied copies of the data from the collection events to the members of the SWAC. The data was reviewed and decided the events were a success. Wood suggested that Schaffer review the numbers from Almira Township as she felt they may be recorded as lower than the actual attendance. Schaffer stated he would look into it.
- h. **New Bin Stickers:** Coordinator Schaffer stated he would be purchasing new decals for the recycling bins. The decals would read "Smile, You're on Camera". This is a continuing effort to encourage the county residents to follow the rules regarding what can and cannot be recycled. The SWAC agreed this would be a good addition.
- i. **County Transfer Station Options:** Coordinator Schaffer requested a motion to continue researching the options for a county transfer station. Wood made the motion, seconded by Fischgrabe. All Aye

j. County Truck and Driver: Coordinator Schaffer stated that during a meeting with Mark Bevelhimer, GM for American Waste, the cost of processing the counties materials was discussed. Based on this conversation, Schaffer has determined it could be in the counties interest to own and operate a hook truck and trailer. Schaffer requested a motion to research the benefits of having a county owned and operated hook truck and trailer. The motion was made by Wood and seconded by Warsecke. All Aye

k. Adopt A River and other programs: Coordinator Schaffer reported that he has been working with local agencies regarding coordinated efforts for waste reduction through Adopt A River and other programs. The SWAC agreed this was a good idea and encouraged the work to continue.

l. 2016/2017 Fiscal Year Budget: Coordinator Schaffer provided copies of the budget to the SWAC for review. It was noted that the Coordinators salary had been set at \$36,000 with an additional line item for overtime pay in the amount of \$6,000.

m. Coordinator 6 month review: Coordinator Schaffer stated that he had inquired to the county administrator as to when a 6 month review would be held and whom should be present for the review. Schaffer had yet to hear back from the Administrator. Schaffer will notify the SWAC as to the progress of the item.

n. Public/Private Companies and Diversion of County Materials: Coordinator Schaffer reported that he had discovered a recently opened waste hauling company had been reporting material as coming from Benzie County when it was actually being commingled with waste from other counties as well. Schaffer has contacted both the hauler and the landfill and was told that they would keep better track of which waste came from which county. Schaffer expressed his concern that this

type of practice, likely encouraged because Benzie County does not have a fee for waste from our county where as Grand Traverse does, will lead to inaccurate diversion numbers for our county. Schaffer is going to continue working to solve this issue.

- o. Vacancies and Appointments:** Coordinator Schaffer reported that Jane and Rodger Schultz have been accepted as members of the SWAC.

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

OTHER BUSINESS: Motion from Wood, Seconded by Lindsay to set the date of the next SWAC meeting as Wednesday, January 4th at 5pm. All Aye

CORRESPONDENCE: None

ADJOURN: Chairman, Lindsay adjourned the meeting at 7:05 p.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



Benzie County Office of Emergency Management

Emergency Management Activities

September 2016

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

1. **Region 7 Homeland Security Planning Board**
On Thursday September 1st, 2016 I attended the R7HSPB meeting held at Grayling City Hall.
2. **Colfax, Weldon and Thompsonville Planning and Zoning Meeting**
Also on Thursday September 1st, 2016 I met with the Colfax, Weldon and Thompsonville Planning and Zoning Committee to discuss the installation of a 20' amateur radio antenna atop an existing light pole at Crystal Mountain. Based on the information I provided them and a review of their zoning rules, it was determined that a permit was not necessary for the antenna.
3. **SAR for Missing Kayaker at Platte Point**
On Monday night and Tuesday September 5th and 6th, 2016 emergency first responders were deployed to search for a missing kayaker in Platte Bay just northeast of Platte Point. 2 kayaks had overturned in the rough waters of Platte Bay late in the afternoon of the 5th. A fishing boat was able to rescue one of the kayakers however, was unable to locate the second kayaker. The missing kayaker was described as a 22 year old white male.
An initial search was launched by the National Park Service and the US Coast Guard, and Benzie County Sheriff's Office. It was supported by Central Dispatch, Emergency Management, Grand Traverse County Sheriff's Office, Michigan State Police, Benzie County and Bear Lake CERT Programs, Glen Lake Fire Department and Frankfort Fire Department.
At present the kayaker has not been found.
4. **Participation in the Northern Michigan Prepare Fair**
On Thursday September 8th, 2016 Benzie County CERT, Benzie County Amateur Radio Public Service Corps (ARPS), Central Dispatch, Emergency Management and Emergency Medical Services participated in the Northern Michigan Prepare Fair at the Target Store on South Airport Road.
5. **Search and Rescue Exercise**
On Friday September 9th and Saturday September 10th, 2016 ten (10) of our CERT Program Members and I participated in a 2 day search exercise in Mason County at Camp Sauble. This was a full scale exercise that included 12 separate jurisdictions and over 100 people. The exercise included a significant amount of search management and organization.
6. **Monthly Benzie County CERT Meeting**
On Wednesday September 14th, 2016 we had a monthly meeting/training of the CERT Program. We continued our training on Search and Rescue Management primarily focused on land searches. We also discussed the SAR for the lost kayaker as well as the Mason County SAR exercise.
7. **LEPC Meeting**
On Monday September 19th, 2016 we had a meeting of the LEPC where we discussed a complete rewrite of the by-laws that the LEPC operates under. At this meeting we made some changes and voted to approve the by-laws and forwarded them to the Board of Commissioners for their approval.
8. **Attendance at the Benzie County Fire/EMS Association Meeting**
On Tuesday September 20th, 2016 I attended the Benzie County Fire/EMS Association Meeting at the Homestead Township Fire Department. 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.

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OCT 18 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

9. **AWR-213 Critical Infrastructure Security and Resilience Awareness**
On Wednesday September 21st, 2016 I attended an 8 hour workshop at the Grand Traverse County Health Department on Critical Infrastructure Security and Resilience Awareness. The workshop covered the risk management framework, describe Federal critical infrastructure security and resilience and information sharing programs, and relate critical infrastructure programs to individual actions. We also covered local preparedness efforts as they relate to the national approach to critical infrastructure security and resilience. Finally we covered planning procedures that is consistent with accepted emergency management standards as the basis for planning across the mission areas of prevention, protection, mitigation, response, and recovery.
10. **MGT- 414 Advanced Critical Infrastructure Protection**
On Thursday September 22nd, 2016 I attended an 8 hour workshop at the Grand Traverse County Health Department on Advanced Critical Infrastructure Protection. The purpose of this management level course is to extend the knowledge, skills, and abilities developed in the awareness level course (above) and to formulate considerations for the resilience of jurisdictional assets leveraging cross-sector partnerships. These considerations, as part of a resilience action plan, will enhance the whole community's ability to manage the risk associated with critical infrastructure protection efforts.
11. **Meeting of the Local Emergency Planning Committee Local Planning Team (LPT)**
On Thursday September 22nd, 2016 we held our LPT meeting in the EOC. The main topic of discussion was upcoming training courses in the county and region
 - a. MGT-904 ICS-300 Intermediate Incident Command System for Expanding Incident including ICS-347 Forms training (EMI-L-300) by TEEX Grand Traverse County Health Dept. Training Rm. October 18th, 19th, and 20th, 2016
 - b. 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.
 - c. Basic CERT Academy November 5th, 6th and 7th 2016 at the Benzie County Government Center
 - d. Anhydrous Ammonia Operations Level Training November 6th, 2016
 - e. Proposing a 3rd PER-275 and PER-275-1 for January or February 2017.
 - f. Weekend ICS-300 in Benzie County in February 2017
 - g. Weekend ICS-400 in Benzie County in March 2017
 - h. Search and Rescue Management Training (3 days on a weekend in February or March 2017) Benzie County.
 - i. MI-CIMS Refresher and New User Training January 18th, 2017
 - j. MGT-317 Disaster Management for Public Service 11/29 and 30/16 Traverse City
 - k. MGT-341 Disaster Management for Hospitals and Healthcare Organizations within the Community Infrastructure 2/28 to 3/1/17 Traverse City
 - l. MGT-345 Disaster Management for Electrical Power Systems 4/4 4/5/17 Traverse City
 - m. PER-213 Wide Area Search-Camp Grayling
 - n. MGT-342 Strategic Overview of Disaster Management of Water and Wastewater Utilities 5/1/17 Traverse City
 - o. MGT-343 Disaster Management for Water and Wastewater Utilities 5/2 to 5/3/17 Traverse City
12. **Platte Bay SAR After Action Review**
On Wednesday September 28th, 2016 I attended and After Action Review regarding the search efforts. There was a significant amount of discussion on what could have gone better, but overall, everyone was fairly positive on the response.



13. Upcoming Events

I have scheduled the following for the next two months;

- October 5th, 6th and 7th, - MEMA Conference Petoskey
- October 12th – CERT Monthly Meeting and Training
- October 13th – R7HSPB Meeting-Grayling
- October 17th – LEPC Meeting in the EOC
- October 18th – MGT-347 ICS Forms Class- Traverse City
- October 18th – Benzie County Fire/EMS Association
- October 27th – LPT Meeting in the EOC
- 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

Commissioner Report

County Administrator's Report

BUILDINGS & GROUNDS COMMITTEE

October 12, 2016

9:00 a.m.

Members present: Gary Sauer - Chair, Coury Carland and Frank Walterhouse
Others Present: Dawn Olney, Mitch Deisch, Maridee Cutler, Rick Morris, Shelley Thompson, Frank Post
Guests: Dan Smith and Phil Downs, Village of Beulah

Meeting called to order by Commissioner Gary Sauer at 9:00 a.m.

Pledge of allegiance was given.

Motion by Carland, seconded by Walterhouse, to approve the agenda as amended, adding Frank Post with four items under 9 Other. Ayes: All Nays: None Motion carried.

Motion by Carland, seconded by Walterhouse, to approve the minutes of September 14, 2016 as corrected. Ayes: All Nays: None Motion carried.

Public Input – None

Benzie County Hybrid Transfer Station: Maridee presents the information for David Schaffer – she stated that if this committee approves of the concept of a transfer station for recycling, he would proceed with a grant application to the tribe and will get estimates from contractors. He would like to use property between the Animal Control and Jail. Coury stated that he is not opposed to a transfer station, it is good to provide storage space. Mitch stated that the concept is valid and sound; would ask that he continue to explore alternate locations; he will talk with David regarding this.

Water Tower: Dan Smith and Phil Downs from the Village of Beulah are present; Mitch stated there are three possible sites for a new water tower – 1 on private property and 2 on county property; Mitch provided an aerial photograph of the two proposed county sites. The larger of the two county sites would take substantial leveling; the other one is a flatter area, directly behind the com van storage building is located.

Dan Smith stated that the tower would have a height of 80 feet; and they would like to hide it as much as they can; this started several months ago when they wanted to clean the current tower and the DEQ said no; by the end of 2018 a new tower needs to be done; we aren't satisfying them then the state will take the project over and we will lose control. This area is more concealable and a big part of the project is pipes – we have pipes with lead seals that need to be replaced as well; about 30 customers are being served by the Village of Benzonia and we would like to recoup those customers. In 1932 with a handshake agreement, the tank was placed on private property. High ground is over here, trees are over here, there is pressure problems here, the jail is our biggest customer. This would be an ideal location – we would ask to allow this be placed on county property.

The engineers for the village have said an easement is better than buying property.

Frank Walterhouse stated he would like to help the village – and would agree to an easement.

Mitch stated that the village is not interested in reducing the cost of water at the jail or sharing in any of the telecommunications revenue; they are asking for the easement gratis.

Dan Smith says you will benefit with pressure; the jail is our largest customer.

Phil Downs stated that the USDA will tell them the rates to use.

BUILDINGS & GROUNDS

October 12, 2016

Page 2 of 3

Mitch suggested that they consider an annual escalator when you are adopting your budget onto your water bill. He asks the Buildings & Grounds if they would agree to the larger site; so you are asking if the B/G would support a motion to grant the Village of Beulah an easement to allow for a Village water tower to be constructed at this location, with telecommunications on the tower. We would need the exact legal description you are asked to have for the tower. Phil also stated that they would also replace a number of fire hydrants in the Village of Beulah.

Motion by Carland, seconded by Walterhouse, to support a utility easement to the Village of Beulah for the construction of a new water tank on the Benzie County Governmental Center parcel adjacent to the Animal Control Center and to request the Village of Beulah to provide a legal description and survey of the selected location prior to the motion being presented to the Benzie County Board of Commissioners. Ayes: All Nays: None Motion carried.

Other:

Frank Post:

- 1) Emergency Guidelines for the building – Frank this was started when Karl Sparks was here; he will discuss this at the staff meeting on Friday. this is how we will respond to different issues. No action on your part required.
- 2) Upgrades to lower level – security upgrades currently in progress. Alarms will be placed under all desks and be triggered in the Sheriff Office; each alarm would be designated to an individual desk so if it is triggered, the Sheriff Office knows where the problem is.
- 3) Building Security and Safety Committee – Frank would recommend: Frank Post, representative from Courts and DHS, Sheriff Dept, Rick Morris, Central Dispatch, Register of Deeds, Clerk, Treasurer, Mitch. They would report back to this board and hopefully streamline the process. Mitch also suggested someone from the BOC should be involved.
- 4) Bullet proof glass – would like to see us do bullet proof glass similar to the prosecutor's office; he provided information on some windows. This type of window would not work at Treasurer, Register of Deeds Office or County Clerk, but it would work at the different court offices.

Public Input – None

Motion by Carland, seconded by Walterhouse, to adjourn at 10:44 a.m. Ayes: All Nays: None Motion carried.

Dawn Olney
Benzie County Clerk

FINANCE REPORT

**Finance Committee
Meeting Notes
October 11, 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, Mitch Deisch, Maridee Cutler, Amy Bissell, Ted Schendel, Kyle Rosa, Dan Smith.

Pledge of allegiance was given.

Agenda: Motion by Sauer, seconded by Carland, to approve the agenda as amended, adding Canine when Sheriff speaks regarding vehicles. Ayes: All Nays: None Motion carried.

Minutes: Motion by Sauer, seconded by Walterhouse, to approve the minutes of September 13, 2016 as presented. Ayes: All Nays: None Motion carried.

Public Input: None

Amy Bissell – Upgrade Technology: Amy stated that she has been to the Technology Committee and they have approved her to move forward and referred it to the Finance Committee. She stated that her office is due for an upgrade in software – they system they are using was purchased in 2004.

Motion by Sauer, seconded by Carland, to recommend to the Board of Commissioners to authorize the Register of Deeds to upgrade software, using the technology funds available to her office. Ayes: All Nays: None Motion carried.

Ted Schendel – Vehicles: Sheriff stated that they would like to purchase three vehicles: 1 for patrol; 1 for the detective unit; one for the jail. These will purchased on time with two being a two-year loan at 1.35% interest and one being for three years at 1.85%. Sheriff stated the bank requires a resolution by the board; Sheriff to see if the bank has one that can be used. This is information only.

Canine: As of 9/13/16 the 425 account for the canine had \$9,239.58; they have used \$5,000 as a down payment on the new dog; since then they have taken in an additional \$7,465.00; the important thing is that there is sufficient funds there now and we will continue to accumulate donations; Sheriff will have Sherry contact Maridee to do the proper adjustments/amendments.

Mitch Deisch:

- a. Fiscal Years Discussion – Mitch stated that when equipment or services are purchased, they need to be taken from the appropriate budget; if equipment or supplies, then out of the fiscal year budget that they are purchased in; if purchasing services, then pay for them out of the fiscal year budget when the services are for. Funds left over will go to the fund balance then an adjustment can be made. Mitch will contact Networks Northwest to return the check, regarding Planning Commission services, that has been issued so it can be done from the proper budget.

- b. Parks & Recreation \$1,200 -- Motion by Carland, seconded by Sauer, to recommend to the Board of Commissioners to amend the 2016-17 budget as follows:

| | | | |
|-----------|----------------|------------------------------|------------|
| Increase: | 101-751-800.00 | Contracted Services P/R | \$1,200.00 |
| Decrease: | 101-000-691.00 | Budgeted Use of Fund Balance | \$1,200.00 |

Ayes: All Nays: None Motion carried.

Motion by Sauer, seconded by Carland, to recommend to the Board of Commissioners to amend the 2016-17 budget as follows:

| | | | |
|-----------|----------------|------------------------------|------------|
| Increase: | 101-215-963.00 | Computer Support | \$5,000.00 |
| Decrease: | 101-000-691.00 | Budgeted Use of Fund Balance | \$5,000.00 |

Ayes: All Nays: None Motion carried.

- c. Planning Commission – taken care of; Networks Northwest will put a hold on the check.
- d. Netlink Contracts -- Motion by Carland, seconded by Sauer, to recommend to the Board of Commissioners to renew the 12 copier maintenance agreement with NetLink as presented.
Ayes: All Nays: None Motion carried.
- e. MERS Employee Retirement 6% -- Mitch would like to see us working toward implementing all division to have a 6% contribution. Mitch to bring back options for implementation of increasing of the MERS contributions in the 16-17 FY.

Maridee – Budget Amendments:

- a. DTRF – Phones: Motion by Carland, seconded by Sauer, to recommend to the Board of Commissioners to amend the 2016-17 budget as follows:

| | | | |
|-----------|----------------|------------------------------|-------------|
| Increase: | 101-265-939.00 | Capital Improvements/Repairs | \$48,116.88 |
| Decrease: | 101-253-699.02 | Transfer In DTRF | \$48,116.88 |

Ayes: All Nays: None Motion carried.

Motion by Carland, seconded by Sauer, to recommend to the Board of Commissioners to amend the 2016-17 budget as follows:

| | | | |
|-----------|----------------|------------------------------|-------------|
| Increase: | 516-000-999.20 | Transfer Out DTRF | \$48,116.88 |
| Decrease: | 516-000-691.00 | Budgeted Use of Fund Balance | \$48,116.88 |

Ayes: All Nays: None Motion carried.

- b. CDBG Grant: Motion by Sauer, seconded by Carland, to recommend to the Board of Commissioners to set a budget for 235 CDBG Grant for Crystal Mountain as follows:

Revenue:

| | | |
|----------------|--------------|--------------|
| 235-753-539.00 | State Grants | \$463,370.00 |
|----------------|--------------|--------------|

Appropriations:

| | | |
|---|-------------------------|---------------------|
| 235-753-967.00 | Project Expenses | \$463,370.00 |
| Ayes: All Nays: None Motion carried. | | |

Other: None

Public Input: None

Motion by Sauer, seconded by Carland, to adjourn at 2:30 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. 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.

DRAFT

BUDGET AMENDMENT REQUEST

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

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

DATE: 10/1/2016

Request to Amend the 201~~6~~/~~16~~ Budget for the following:

Account to be Increased:

| Line Number | Account Name | Amount |
|----------------|--|----------|
| 101-751-800.00 | Contracted Services Parks & Recreation | 1,200.00 |

Total \$ 1,200.00

Account to be Decreased:

| Line Number | Account Name | Amount |
|----------------|------------------------------|----------|
| 101-000-691.00 | Budgeted use of Fund Balance | 1,200.00 |

Total \$ 1,200.00

SIGNED: _____

BUDGET AMENDMENT REQUEST

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

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

DATE: 10/15/2016

Request to Amend the 2016/17 Budget for the following:

Account to be Increased:

| Line Number | Account Name | Amount |
|----------------|------------------|----------|
| 101-215-963.00 | Computer Support | 5,000.00 |

Total \$ 5,000.00

Account to be Decreased:

| Line Number | Account Name | Amount |
|----------------|------------------------------|----------|
| 101-000-691.00 | Budgeted Use of Fund Balance | 5,000.00 |

Total \$ 5,000.00

SIGNED: _____



6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name **BENZIE COUNT DISTRICT COURT**

Location of copier address **448 COURT PLACE, 2ND FLOOR, BEULAH, MI 49617**

Billing address **SAME**

Contact **RHONDA**

Phone **231-882-0019**

Fax

Email

Starting Date **SEPTEMBER 3, 2016**

Ending Date **SEPTEMBER 2, 2017**

Starting Copy Count **WILL CALL ON 9/2/16 FOR COUNT**

Ending Copier Count

Model # **MX-M264N**

S.N. # **25067993**

NBS # **2920**

Cost per Copy **.015**

Estimated Yearly Cost **\$240.00**

Estimated Yearly Volume **16,000**

Taxable OR non taxable (circle one)

If non taxable attach tax exempt form

Comments : **Computer / network support is not included in copier hardware maintenance agreements.**

COPIES INVOICED QUARTERLY IN ARREARS @ .015 EACH.

X

X

Authorized Signature **REQUIRED**

Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

The above pricing will remain unchanged for 12 months.

Technical support requests may be made by calling NETLINK at (231) 946-8808.



6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name **BENZIE COUNTY PROBATION**

Location of copier address **448 COURT PLACE, BEULAH, MI 49617**

Billing address **448 COURT PLACE, BEULAH, MI 49617**

Contact

Phone **231-882-0042**

Fax

Email

Starting Date **SEPTEMBER 3, 2016**

Ending Date **SEPTEMBER 2, 2017**

Starting Copy Count **WILL CALL ON 9/2/16 FOR COUNT**

Ending Copier Count

Model # **AR-M317**

S.N. # **85029457**

NBS # **2652**

Cost per Copy **.015**

Estimated Yearly Cost **\$285.00**

Estimated Yearly Volume **19,000**

Taxable OR non taxable (circle one)

If non taxable attach tax exempt form

Comments : **Computer / network support is not included in copier hardware maintenance agreements.**

COPIES INVOICED QUARTERLY IN ARREARS @ .015 EACH.

X

X

Authorized Signature **REQUIRED**

Date

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6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name **Benzie County Register of Deeds**

Location of copier address **448 Court Place Baulah, MI 49617**

Billing address **Same**

Contact **Paula**

Phone **231-882-0016**

Fax

Email

Starting Date **9/03/16**

Ending Date **9/02/17**

Starting Copy Count **WILL CALL ON 9/03/16 FOR COUNT**

Ending Copier Count

Model # **MX-M354N**

S.N. # **2505153Y**

NBS # **3033**

Cost per Copy **.015**

Estimated Yearly Cost **\$360.00**

Estimated Yearly Volume **24,000**

Taxable ☐ OR non taxable (circle one)

If non taxable attach tax exempt form

Comments : **Computer / network support is not included in copier hardware maintenance agreements.**

COPIES INVOICED QUARTERLY IN ARREARS AT .015 PER COPY

X

X

Authorized Signature

Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

The above pricing will remain unchanged for 12 months.

Technical support requests may be made by calling NETLINK at (231) 946-8808.



6005 E. TRAVERSE HWY.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name **BENZIE COUNTY TREASURER**

Location of copier address **448 COURT PLACE, SECOND FLOOR**

Billing address **448 COURT PLACE, BEULAH, MI 49617**

Contact **KELLY**

Phone **231-882-0011**

Fax

Email

Starting Date **SEPTEMBER 3, 2016**

Ending Date **SEPTEMBER 2, 2017**

Starting Copy Count **WILL CALL ON 9/2/16 FOR COUNT**

Ending Copier Count

Model # **MX-M550N**

S.N. # **85003393**

NBS # **2622**

Cost per Copy **.015**

Estimated Yearly Cost **\$1,395.00**

Estimated Yearly Volume **93,000**

Taxable **OR** non taxable (circle one)

If non taxable attach tax exempt form

Comments : **Computer / network support is not included in copier hardware maintenance agreements.**

COPIES INVOICED QUARTERLY IN ARREARS @ .015 EACH.

X

X

Authorized Signature **REQUIRED**

Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

The above pricing will remain unchanged for 12 months.

Technical support requests may be made by calling NETLINK at (231) 946-8808.



6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

| | | |
|---|------------------------|---------------------------------------|
| Company Name Benzie County 19 th Judicial Court / Family Division | | |
| Location of copier address 448 Court Place Baulah, MI 49617 | | |
| Billing address Same | | |
| Contact Cameron Clark | | |
| Phone 231-723-6664 | Fax | Email |
| Starting Date 9/03/16 | | Ending Date 9/02/17 |
| Starting Copy Count WILL CALL ON FOR COUNT | | Ending Copier Count |
| Model # MX-M264N | S.N. # 55002633 | NBS # 3192 |
| Cost per Copy .015 | | Estimated Yearly Cost \$240.00 |
| Estimated Yearly Volume 16,000 | | |
| Taxable OR non taxable (circle one) If non taxable attach tax exempt form | | |
| Comments : Computer / network support is not included in copier hardware maintenance agreements. | | |
| | | |
| Authorized Signature | | Date |

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

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6005 E. TRAVERSE HWY.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name **BENZIE COUNTY ADMINISTRATOR**

Location of copier address **448 COURT PLACE, SECOND FLOOR**

Billing address **448 COURT PLACE, BEULAH, MI 49617**

Contact **KARL SPARKS**

Phone **231-882-0558**

Fax **231-882-4844**

Email

Starting Date **SEPTEMBER 3, 2016**

Ending Date **SEPTEMBER 2, 2017**

Starting Copy Count **WILL CALL ON 9/2/16 FOR COUNT**

Ending Copier Count

Model # **MX-3100N**

S.N. # **85073727**

NBS # **2620**

Cost per Copy **B&W .035 & COLOR .08**

Estimated B&W Yearly Cost **\$1,785.00**

Estimated B&W Yearly Volume **51,000**

Taxable ☐ OR non taxable (circle one)

If non taxable attach tax exempt form

Comments : **Computer / network support is not included in copier hardware maintenance agreements.**

B&W AND COLOR COPIES INVOICED QUARTERLY IN ARREARS. M/A INCLUDES ALL TONER.

X

X

Authorized Signature **REQUIRED**

Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

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6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name Benzie County Animal Control

Location of copier address 543 S Michigan Ave Beulah, MI 49617

Billing address 448 Court Place Beulah, MI 49617

Contact Jamie

Phone 231-882-9505

Fax

Email

Starting Date 9/03/16

Ending Date 9/02/17

Starting Copy Count WILL CALL ON 9/02/16 FOR COUNT

Ending Copier Count

Model # DX-C311

S.N. # 92115484

NBS # 3024

Cost per Copy Black .021

Cost per copy Color .07

Estimated Yearly Cost \$147.00 Black and White

Estimated Yearly Volume 7,000 Black and White

(Overages billed every 3 months at .021 per copy)

Taxable OR **non taxable** (circle one)

If non taxable attach tax exempt form

Comments : Computer / network support is not included in copier hardware maintenance agreements.

Color copies billed in arrears at .07 per copy

X

X

Authorized Signature

Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

The above pricing will remain unchanged for 12 months.

Technical support requests may be made by calling NETLINK at (231) 946-8808.



6005 E. TRAVERSE HWY.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name **BENZIE COUNTY CLERK**

Location of copier address **448 COURT PLACE, BEULAH, MI 49617**

Billing address **448 COURT PLACE, BEULAH, MI 49617**

Contact **DAWN**

Phone **231-882-9671**

Fax **231-882-5941**

Email

Starting Date **SEPTEMBER 3, 2016**

Ending Date **SEPTEMBER 2, 2017**

Starting Copy Count **WILL CALL ON 9/2/16 FOR COUNT**

Ending Copier Count

Model # **MX-4140N**

S.N. # **3501251Y**

NBS # **3061**

Cost per Copy **B&W .013 COLOR .065**

Estimated Yearly Cost **\$1,716.00**

Estimated B&W Yearly Volume **132,000**

Taxable ☐ OR non taxable (circle one)

If non taxable attach tax exempt form

Comments : **Computer / network support is not included in copier hardware maintenance agreements.**

B&W AND COLOR COPIES INVOICED QUARTERLY IN ARREARS. COLOR TONERS INCLUDED.

☒ X

☒ X

Authorized Signature **REQUIRED**

Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

The above pricing will remain unchanged for 12 months.

Technical support requests may be made by calling NETLINK at (231) 946-8808.



6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name Benzie County Probate Court

Location of copier address 448 Court Place Beulah, MI 49617

Billing address Same

Contact Kim

Phone 231-882-9675

Fax

Email

Starting Date 10/15/16

Ending Date 9/02/17

Starting Copy Count WILL CALL ON 9/02/16 FOR
COUNT

Ending Copier Count

Model # MX-M464N

S.N. # 45015823

NBS # 3124

Cost per Copy .0125

Estimated Yearly Cost \$375.00

Estimated Yearly Volume 30,000

(Overages billed every 3 months at .0125 per copy)

Taxable OR non taxable (circle one)

If non taxable attach tax exempt form

Comments : Computer / network support is not included in copier hardware maintenance agreements.

X

X

Authorized Signature

Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

The above pricing will remain unchanged for 12 months.

Technical support requests may be made by calling NETLINK at (231) 946-8808.



10126 E. CHERRY BEND RD.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

| | | |
|--|------------------------|---|
| Company Name BENZIE COUNTY – PROSECUTING ATTORNEY | | |
| Address 448 COURT PLACE Beulah, MI 49617 | | |
| Billing Address Same | | |
| Contact KATIE / SARA | | |
| Phone 231-882-0043 | FAX | Email |
| Starting Date 05/02/2014 | | Ending Date 05/01/2019 |
| Starting Copy Count BLACK 50 COLOR 50 | | Ending Copier Count |
| Model # MX-2615N | S.N. # 45060631 | NBS # 3092 |
| Cost per Copy .BLACK .012 Incl Cost per COLOR Copy .065 – billed in arrears | | Estimated Yearly Cost Black: \$816.00 |
| | | Black Overages billed every 3 months @ .017 per copy) Color images billed every 3 months @ .065 per copy |
| Comment: Computer / network support is not included in copier hardware maintenance agreements. Color Toner (Cyan, Magenta, Yellow) included. | | |
| ***2,500 B&W copies per month (30,000/yr) included in lease. Overages billed at .017 per copy | | |
| Authorized Signature | | Date |

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

NETLINK will invoice ½ of the yearly estimated cost at the start of the contract; any copies above the 6-month estimate will be invoiced along with 2nd 6 months at the beginning of that period.

Above pricing includes all parts, labor, and supplies except paper and staples unless otherwise noted.

The above pricing will remain unchanged for 12 months.

Technical support requests may be made by calling NETLINK at (231) 946-8808.



6500 E. Traverse Highway.
Traverse City, MI 49684

COLOR COPIER MAINTENANCE AGREEMENT

Company Name Benzie County Equalization

Location of copier address 448 Court Place, 1st Floor, Beulah, MI 49617

Billing address Same

Contact

Phone 882-0015

Fax

Email

Starting Date 10/15/2016

Ending Date 09/30/2017

Starting Copy Count: Black 50
Color 50

Ending Copier Count (first year)- Black: 61,050

Model # MX 3550N

S.N. # 65079308

NBS # 3297

Cost per Black Copy 0.014

Cost per COLOR Copy 0.055 billed in arrears

Estimated Yearly Cost – Black: \$854.00

Estimated Yearly Volume 61,000 Black & White

(BLACK) Overages billed every 3 months at .014 per copy)
COLOR images billed every 3 months at 0.055 per copy

Taxable OR ☒ **non taxable** (circle one)

If non taxable attach tax exempt form

Comments : Computer / network support is not included in copier hardware maintenance agreements. Color Toner (Cyan, Magenta and Yellow) included.

: ** Computer Support not part of MA but is available on an as needed basis

Signature:

Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

NETWORK SUPPORT. Netlink will assist or install networked equipment print and scanning software with cooperation of any in-house or contracted network support personnel at agreed open cost. If Customer requires additional print or scan software due to changes in client network, client software, new computers or other changes beyond Netlink control, this support may be billable. Netlink Business Solutions does maintain a staff of network engineers if required. Netlink shall under no circumstances be liable for any special software requirements. Netlink will provide actual software disks and / or link to all latest software down loads.

Signature:

Date

The above pricing will remain unchanged for
Technical support requests may be made by calling NETLINK at (231) 946-8808.

1. **EQUIPMENT MAINTENANCE AND SUPPLIES AGREEMENT.** NETLINK agrees to perform maintenance, cleaning, and make inspections, adjustments and repairs, and replace defective parts without additional charge to customer provided such calls are made during normal business hours. NETLINK will furnish the following supplies, to be delivered at such intervals in such quantities as recommend, by the manufacturer. Additional items included are: Toner, Developer, Drums or Photoconductor, Fusing Rollers. This agreement does not include paper, labels, staples or operating supplies of any kind. Title to all supplies furnished, including consumable parts such as drums, remains in NETLINK until said supplies are consumed to the extent that they may not be further utilized in the copy making process. In the event of customer's default or cancellation of this agreement, all such supplies and consumable parts shall be returned to NETLINK on demand.

2. **FAX MAINTENANCE AGREEMENT.** In the event that the Equipment under this agreement is a facsimile, NETLINK shall provide such maintenance service as is necessary to keep the Equipment in good operating condition, including the replacement of parts that have been broken or worn out through normal use. With the exception of paper, toner, drum, and developer all parts, and labor are included in this agreement. NETLINK WILL NOT BE RESPONSIBLE FOR REPLACING OR PAYING FOR REPLACEMENT OF ANY DATA, MEMORY, OR INFORMATION WHICH IS LOST, ALTERED, OR DAMAGED WHILE STORED IN THE EQUIPMENT. THIS AGREEMENT DOES NOT COVER SERVICE NECESSITATED BY MALFUNCTIONS OF PARTS, ATTACHMENTS AND/OR SOFTWARE PACKAGES NOT SUPPLIED BY OR THROUGH NETLINK, OR BY USE OF OPERATING SUPPLIES WHICH ARE NOT COMPATIBLE WITH THE EQUIPMENT.

3. **EXCESS COPIES.** Under this Agreement, the term is based on anticipated Customer usage as stated in "Base Allowance" on the face of this Agreement. Base Allowance copies are accumulated from the initial meter reading. Should the Base Allowance be exceeded prior to expiration of any applicable billing cycle, Customer agrees, to pay the current excess copy charge for each copy in excess of the Base Allowance. Invoices for excess copies will be tendered monthly and/or at the end of the initial term, and shall be due and payable immediately. For agreements billed annually, upon exceeding the Base Allowance, Customer may request that a new agreement be executed, with the initial date of the term to coincide with the date that Base Allowance was exceeded. Customer's option in this regard shall be void if all previously tendered invoices have not been paid. Pages scanned by machine for network scanning will be invoiced at half of the cost per copy rate on the preceding page.

4. **BUSINESS HOURS FOR SERVICE.** Maintenance services shall be provided hereunder only during NETLINK'S normal business hours, which shall consist of 8:00am to 5:00pm, Monday through Friday, exclusive of NETLINK holidays and subject to change by NETLINK. At Customer's request, NETLINK may render maintenance service outside of normal business hours, subject to availability of personnel, at established NETLINK rates then in effect.

5. **RECONDITIONING.** When shop reconditioning is necessary, or the manufacturer's life expectancy of the equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, NETLINK will submit a cost estimate of needed repairs which will be in addition to ordinary maintenance/service charges. If Customer does not authorize such work, NETLINK may refuse to renew this agreement for such unit, and/or refuse to continue providing service to such unit under this Agreement, furnishing service only on a "Per Call" basis.

6. **CANCELLATION OF SERVICE.** Cancellation at the conclusion of the initial term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, NETLINK may cancel this agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to renewal date, if Customer at any time is within breach of any term or condition contained herein. NETLINK may apply any refund due to the satisfaction or any past due invoices for any other product or service. Should this agreement be cancelled by Customer, NETLINK will not issue any refund for the unused portion.

7. **INTEREST; SUSPENSION OF SERVICE.** Customer agrees to pay all invoices rendered for services performed and/or parts installed on Equipment when services are performed in advance of payment by Customer. Customer agrees that if any part of any payment due to NETLINK hereunder is more than 30 days past due, the past due portions shall bear interest at the rate of 1.5% monthly (18% per annum). Without waiver of any other rights hereunder, NETLINK shall have the right to discontinue service in the event Customer becomes delinquent in payment.

8. **LIQUIDATED DAMAGES.** In the event of Customer default or voluntary termination, Customer promises to pay to NETLINK the following amounts as liquidated damages (and not as a penalty): (a) During the first six months of the initial term, six times the Average Monthly Charge; (b) At any time thereafter, the lesser of the remaining amount owed or three times the monthly charge. In the event Customer is in default of any obligation under this agreement, and remains in default for (7) days after notice thereof, NETLINK may cancel and collect damages according to the foregoing formula.

9. **RENEWAL** This agreement will be automatically renewed after 1 year. The cost per copy for yearly volume and overages may increase at the time of renewal.

10. **INSTALLATION.** Certain Equipment must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operators Manual. Customer shall ensure that the Equipment is placed in an area that conforms to these requirements.

11. **DISCLAIMER.** NETLINK expressly disclaims any duty as insurer of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, casualty, natural force or any other negligent act of Customer or Customer's agents and/or service performed by non NETLINK personnel. NETLINK will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and equipment line cords, nor is any external electrical work covered under this agreement.

12. **SERVICE WARRANTY; LIMITATIONS OF REMEDY.** NETLINK warrants to the Customer that the service provided hereunder will be performed in accordance with industry practices and workmanship. If any failure to meet the foregoing warranty appears and written notice is thereof is provided within the terms of this agreement, NETLINK will correct or replace the defective material or parts involved. This service warranty constitutes customer's sole and exclusive remedy. NETLINK shall not be liable for any incidental, special or consequential damages or economic loss, including but not limited to, loss of profits, revenue or cost of equipment use.

13. **CUSTOMER CHANGES.** Any customer changes, alterations, or attachments may require a change in the charges set forth herein. NETLINK also reserves the right to terminate this agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for NETLINK to continue to service the Equipment.

14. **ATTORNEYS' FEES; COSTS.** In the event Customer defaults under this Agreement, or if any other dispute arises hereunder requiring NETLINK to refer said matter to an attorney and/or to initiate, or defend, any court action in any way related to this Equipment Order, Customer agrees to pay NETLINK'S reasonable attorneys' fees and all costs resulting from such action.

15. **WAIVER OF JURY TRIAL. CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT.**

16. **NO WAIVER.** Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by NETLINK, does not constitute a waiver of such rights by NETLINK, or in any way prevent NETLINK from enforcing such rights, or any other rights hereunder, at a later time.

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Customer and NETLINK related to the service and maintenance of the Equipment, and any and all prior negotiations agreements (oral or written), or understandings are hereby superseded.

18. **NO MODIFICATION OF TERMS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THESE TERMS AND CONDITIONS MAY NOT BE VARIED, MODIFIED, OR CHANGED EXCEPT BY WRITTEN AGREEMENT EXECUTED BY A CORPORATE OFFICER OF NETLINK. NO SALES OR SERVICE PERSONNEL, INCLUDING BUT NOT LIMITED TO, MANAGERS OR SUPERVISORS, HAS ANY AUTHORITY TO OVERRIDE THIS PROVISION.**

19. **NOTICE.** Any notice or other communication given or required in connection with this Agreement shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to NETLINK, said notice shall be sent to 10126 E. Cherry Bend Rd., Traverse City, Michigan, 49684 or such other address as NETLINK may hereafter designate in writing. If to Customer, the notice shall be sent to Customer at the address specified on the reverse side hereof, or such other address which may be specified, by Customer, in writing to NETLINK.



6500 E. Traverse Highway.
Traverse City, MI 49684

COLOR COPIER MAINTENANCE AGREEMENT

Company Name Benzie County Governmental Center

Location of copier address 448 Court Place, 1st Floor, Beulah, MI 49617

Billing address Same

Contact Rick

Phone 882-0029

Fax

Email

Starting Date 10/15/2016

Ending Date 09/30/2017

Starting Copy Count: Black 50

Ending Copier Count (first year)- Black: 100,050

Model # MX 3550N

S.N. # 65079308

NBS # 3297

Cost per Black Copy 0.014

Estimated Yearly Cost – Black: \$1,400

Estimated Yearly Volume 100,000 **Black & White**

(BLACK) Overages billed every 3 months at .014 per copy)

Taxable OR ☒ **non taxable** (circle one)

If non taxable attach tax exempt form

Comments : Computer / network support is not included in copier hardware maintenance agreements. Color Toner (Cyan, Magenta and Yellow) included.

: ** Computer Support not part of MA but is available on an as needed basis

Signature:

Date

I have received and read a copy of the Terms and Conditions of NETLINK, and I accept the Terms and Conditions, for the COPIER MAINTENANCE AGREEMENT from NETLINK. I also acknowledge that I have authority to sign this agreement for the business listed above

NETWORK SUPPORT. Netlink will assist or install networked equipment print and scanning software with cooperation of any in-house or contracted network support personnel at agreed open cost. If Customer requires additional print or scan software due to changes in client network, client software, new computers or other changes beyond Netlink control, this support may be billable. Netlink Business Solutions does maintain a staff of network engineers if required. Netlink shall under no circumstances be liable for any special software requirements. Netlink will provide actual software disks and / or link to all latest software down loads.

Signature:

Date

1. **EQUIPMENT MAINTENANCE AND SUPPLIES AGREEMENT.** NETLINK agrees to perform maintenance, cleaning, and make inspections, adjustments and repairs, and replace defective parts without additional charge to customer provided such calls are made during normal business hours. NETLINK will furnish the following supplies, to be delivered at such intervals in such quantities as recommend, by the manufacturer. Additional items included are: Toner, Developer, Drums or Photoconductor, Fusing Rollers. This agreement does not include paper, labels, staples or operating supplies of any kind. Title to all supplies furnished, including consumable parts such as drums, remains in NETLINK until said supplies are consumed to the extent that they may not be further utilized in the copy making process. In the event of customer's default or cancellation of this agreement, all such supplies and consumable parts shall be returned to NETLINK on demand.

2. **FAX MAINTENANCE AGREEMENT.** In the event that the Equipment under this agreement is a facsimile, NETLINK shall provide such maintenance service as is necessary to keep the Equipment in good operating condition, including the replacement of parts that have been broken or worn out through normal use. With the exception of paper, toner, drum, and developer all parts, and labor are included in this agreement. **NETLINK WILL NOT BE RESPONSIBLE FOR REPLACING OR PAYING FOR REPLACEMENT OF ANY DATA, MEMORY, OR INFORMATION WHICH IS LOST, ALTERED, OR DAMAGED WHILE STORED IN THE EQUIPMENT. THIS AGREEMENT DOES NOT COVER SERVICE NECESSITATED BY MALFUNCTIONS OF PARTS, ATTACHMENTS AND/OR SOFTWARE PACKAGES NOT SUPPLIED BY OR THROUGH NETLINK, OR BY USE OF OPERATING SUPPLIES WHICH ARE NOT COMPATIBLE WITH THE EQUIPMENT.**

3. **EXCESS COPIES.** Under this Agreement, the term is based on anticipated Customer usage as stated in "Base Allowance" on the face of this Agreement. Base Allowance copies are accumulated from the initial meter reading. Should the Base Allowance be exceeded prior to expiration of any applicable billing cycle, Customer agrees, to pay the current excess copy charge for each copy in excess of the Base Allowance. Invoices for excess copies will be tendered monthly and/or at the end of the initial term, and shall be due and payable immediately. For agreements billed annually, upon exceeding the Base Allowance, Customer may request that a new agreement be executed, with the initial date of the term to coincide with the date that Base Allowance was exceeded. Customer's option in this regard shall be void if all previously tendered invoices have not been paid. Pages scanned by machine for network scanning will be invoiced at half of the cost per copy rate on the preceding page.

4. **BUSINESS HOURS FOR SERVICE.** Maintenance services shall be provided hereunder only during NETLINK'S normal business hours, which shall consist of 8:00am to 5:00pm, Monday through Friday, exclusive of NETLINK holidays and subject to change by NETLINK. At Customer's request, NETLINK may render maintenance service outside of normal business hours, subject to availability of personnel, at established NETLINK rates then in effect.

5. **RECONDITIONING.** When shop reconditioning is necessary, or the manufacturer's life expectancy of the equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, NETLINK will submit a cost estimate of needed repairs which will be in addition to ordinary maintenance/service charges. If Customer does not authorize such work, NETLINK may refuse to renew this agreement for such unit, and/or refuse to continue providing service to such unit under this Agreement, furnishing service only on a "Per Call" basis.

6. **CANCELLATION OF SERVICE.** Cancellation at the conclusion of the initial term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, NETLINK may cancel this agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to renewal date, if Customer at any time is within breach of any term or condition contained herein. NETLINK may apply any refund due to the satisfaction or any past due invoices for any other product or service. Should this agreement be cancelled by Customer, NETLINK will not issue any refund for the unused portion.

7. **INTEREST; SUSPENSION OF SERVICE.** Customer agrees to pay all invoices rendered for services performed and/or parts installed on Equipment when services are performed in advance of payment by Customer. Customer agrees that if any part of any payment due to NETLINK hereunder is more than 30 days past due, the past due portions shall bear interest at the rate of 1.5% monthly (18% per annum). Without waiver of any other rights hereunder, NETLINK shall have the right to discontinue service in the event Customer becomes delinquent in payment.

8. **LIQUIDATED DAMAGES.** In the event of Customer default or voluntary termination, Customer promises to pay to NETLINK the following amounts as liquidated damages (and not as a penalty): (a) During the first six months of the initial term, six times the Average Monthly Charge; (b) At any time thereafter, the lesser of the remaining amount owed or three times the monthly charge. In the event Customer is in default of any obligation under this agreement, and remains in default for (7) days after notice thereof, NETLINK may cancel and collect damages according to the foregoing formula.

9. **RENEWAL** This agreement will be automatically renewed after 1 year. The cost per copy for yearly volume and overages may increase at the time of renewal.

10. **INSTALLATION.** Certain Equipment must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operators Manual. Customer shall ensure that the Equipment is placed in an area that conforms to these requirements.

11. **DISCLAIMER.** NETLINK expressly disclaims any duty as insurer of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, casualty, natural force or any other negligent act of Customer or Customer's agents and/or service performed by non NETLINK personnel. NETLINK will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and equipment line cords, nor is any external electrical work covered under this agreement.

12. **SERVICE WARRANTY; LIMITATIONS OF REMEDY.** NETLINK warrants to the Customer that the service provided hereunder will be performed in accordance with industry practices and workmanship. If any failure to meet the foregoing warranty appears and written notice is thereof is provided within the terms of this agreement, NETLINK will correct or replace the defective material or parts involved. This service warranty constitutes customer's sole and exclusive remedy. NETLINK shall not be liable for any incidental, special or consequential damages or economic loss, including but not limited to, loss of profits, revenue or cost of equipment use.

13. **CUSTOMER CHANGES.** Any customer changes, alterations, or attachments may require a change in the charges set forth herein. NETLINK also reserves the right to terminate this agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for NETLINK to continue to service the Equipment.

14. **ATTORNEYS' FEES; COSTS.** In the event Customer defaults under this Agreement, or if any other dispute arises hereunder requiring NETLINK to refer said matter to an attorney and/or to initiate, or defend, any court action in any way related to this Equipment Order, Customer agrees to pay NETLINK'S reasonable attorneys' fees and all costs resulting from such action.

15. **WAIVER OF JURY TRIAL. CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT.**

16. **NO WAIVER.** Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by NETLINK, does not constitute a waiver of such rights by NETLINK, or in any way prevent NETLINK from enforcing such rights, or any other rights hereunder, at a later time.

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Customer and NETLINK related to the service and maintenance of the Equipment, and any and all prior negotiations agreements (oral or written), or understandings are hereby superseded.

18. **NO MODIFICATION OF TERMS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THESE TERMS AND CONDITIONS MAY NOT BE VARIED, MODIFIED, OR CHANGED EXCEPT BY WRITTEN AGREEMENT EXECUTED BY A CORPORATE OFFICER OF NETLINK. NO SALES OR SERVICE PERSONNEL, INCLUDING BUT NOT LIMITED TO, MANAGERS OR SUPERVISORS, HAS ANY AUTHORITY TO OVERRIDE THIS PROVISION.**

19. **NOTICE.** Any notice or other communication given or required in connection with this Agreement shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to NETLINK, said notice shall be sent to 10126 E. Cherry Bend Rd., Traverse City, Michigan, 49684 or such other address as NETLINK may hereafter designate in writing. If to Customer, the notice shall be sent to Customer at the address specified on the reverse side hereof, or such other address which may be specified, by Customer, in writing to NETLINK.

BUDGET AMENDMENT REQUEST

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

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

DATE: 10/1/2016

Request to Amend the 201~~5~~⁶/16 Budget for the following:

Account to be Increased:

| Line Number | Account Name | Amount |
|----------------|------------------------------|-----------|
| 101-265-939.00 | Capital Improvements/Repairs | 48,116.88 |

Total \$ 48,116.88

Account to be Decreased:

| Line Number | Account Name | Amount |
|----------------|------------------|-----------|
| 101-253-699-02 | Transfer IN DTRF | 48,116.88 |

Total \$ 48,116.88

SIGNED: _____

BUDGET AMENDMENT REQUEST

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

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

DATE: 10/1/2016

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

Account to be Increased:

| Line Number | Account Name | Amount |
|----------------|---------------------|-----------|
| 516-000-999.20 | Transfer Out - DTRF | 48,116.88 |

Total \$ 48,116.88

Account to be Decreased:

| Line Number | Account Name | Amount |
|----------------|------------------------------|-----------|
| 516-000-691.00 | Budgeted Use of Fund Balance | 48,116.88 |

Total \$ 48,116.88

SIGNED: _____

Human Resources (HR) Report

Committee Appointments



Centra Wellness
N E T W O R K

October 17, 2016

Dawn Olney, Benzie County Clerk
Benzie County Commissioners
448 Court Plaza.
Beulah, MI 49617


Dear Ms. Olney and Benzie County Commissioners,

Centra Wellness Network is currently looking for a community member or county staff member from departments that would work with Centra Wellness Network as part of their course of business to serve on our Recipient Rights Committee. This Committee meets every quarter and can be either in person or via teleconference out of our offices at 6051 Frankfort Hwy., Benzonia.

The Committee's primary task is to ensure that CWN's Recipient Rights system is robust and operating properly to ensure the rights of those we serve are honored and respected. If you have an interested person please have them contact my office at 1-231-309-1724 or by email to cjohnston@centrawellness.org.

Sincerely Yours,


Joseph "Chip" Johnston, LMSW
Executive Director
Centra Wellness Network

Cc: CWN Recipient Rights Committee
CWN Board

RECEIVED

OCT 20 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH MI 49617

ACTION ITEMS

Memo To: Benzie County Board of Commission
From: Mitchell D. Deisch, County Administrator
Date: October 18, 2016
Subject: Maples Resolution of Support



During the September 28, 2016 Building Authority meeting, DHHS Chairperson Tom Hart spoke to the concerns being felt by the DHHS Board that ultimately the DHHS Board will be shackled with the financial responsibility of replacing the K-12 deficient roof on the new medical care facility. Attached are the draft minutes of the September 28, 2016 Building Authority meeting.

Based upon the need to address this concern a resolution of support has been drafted for the Benzie County Board of Commissioners to review. The resolution is intended to provide assurances to the DHHS Board that if or when a new roof needs to be replaced based upon the K-12 deficiency that Benzie County will be assume all financial responsibilities based upon any increased costs incurred by the K-12 deficiency.

The resolution clearly delineates the differences between additional costs associated with the K-12 deficiency and routine/ordinary maintenance such as re-shingling.

During the September 28, 2016 Building Authority meeting, DHHS Chairperson Tom Hart said that the DHHS Board needed assurance from the County, this is the exact intent of the Resolution of Support.

RECEIVED

OCT 20 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

2016 - 022

Resolution of Support
Benzie County Board of Commissioners
For the Opening of the Maples New Medical Care Facility

The Benzie County Board of Commissioners hereby approves the following resolution regarding the opening of the new Maples facility and Benzie County's continued support for the operation and maintenance of the new facility:

Whereas, the citizens of Benzie County pledged their continued operational support for the Benzie County Medical Care Facility, also known as the Maples, by approving a millage renewal request of .365 mills in November 2010; and

Whereas, the citizens of Benzie County pledged their financial support for the construction of a new medical care facility by approving a dedicated millage request of .635 mills for the construction of a new facility in November 2010; and

Whereas, the DHHS/Maples Board in or around 2010-2011 transferred \$3,400,000 to Benzie County to be used for the construction of the new medical care facility; and

Whereas, On October 1, 2013 the Benzie County Building Authority sold bonds in the amount of \$6,760,000, with the actual bond proceeds being \$6,907,000 that were to be used for the construction of the new medical care facility; and

Whereas, an architectural contract was entered into between the Benzie County Building Authority and Edmund London & Associates for the design of the new medical care facility on October 18, 2012; and

Whereas, a construction contract was entered into between the Benzie County Building Authority and Comstock Construction to construct the new medical care facility on December 17, 2012; and

Whereas, in early 2015 it was determined that the roof of the new medical care facility was constructed of combustible plywood, rather than fire retardant treated plywood, which resulted in the new facility being cited for a K-12 deficiency under the Federal Life Safety Code; and

Whereas, on April 27, 2016 a joint meeting was held between the Benzie County Board of Commissioners, the Benzie County Building Authority and the DHHS/Maples Board to explore the collaborative goal of opening the new facility for residents of Benzie County; and

Whereas, the Benzie County Building Authority has implemented remedial measures recommended by its retained expert architect Stu Pettit to ensure the new facility meets or exceeds the life safety code requirement. These measures include, but are not limited to the

application of a fire retardant material to the underside of the roof, installation of a sprinkler system and the installation of a fire/heat detection system in in the new medical care facility; and

Whereas, these additional safeguards have resulted in the State Fire Inspector Ed Hale determining that the new medical care facility meets or exceeds the fire safety requirements; and

Whereas, the Benzie County Building Authority owns the new medical care facility until all bonds are paid off in 2029; and

Whereas, once the bonds are paid off the new medical care facility will be turned over to Benzie County, not the DHHS/Maples board.

NOW, THEREFORE, BE IT RESOLVED that the Benzie County Building Authority owns the new medical care facility until 2029 and that once the bonds are paid off by the medical care facility will be turned over fee simple to Benzie County.

BE IT FURTHER RESOLVED that, during the time of ownership by the Benzie County Building Authority or subsequent ownership by Benzie County, the County commits that it will work cooperatively with the DHHS/Maples Board to ensure that no additional maintenance or replacement costs that are associated with the K-12 roof deficiency will be incurred by the DHHS/Maples board, except routine and ordinary maintenance of the new medical care facility including maintenance and re-shingling of the roof, as the DHHS/Maples board receives private contributions, governmental subsidies and Benzie County operating millage funds to complete such routine and ordinary upgrades including maintenance and re-shingling the roof.

BE IT FURTHER RESOLVED, that the Benzie County Board of Commissioners recommend occupancy of the newly constructed County medical care facility, also known as the Maples, once the appropriate Certificate of Occupancy/Licensing has been obtained. The Benzie County Board of Commissioners directs the DHHS Board to start preparing the new facility for occupancy. The Benzie County Board of Commissioners recommend that this process proceed expeditiously, with close attention being paid to the comfort, safety and general wellbeing of the residents.

Dated: October 25, 2016

Roger L. Griner, Chairman
Board of Commissioners

I, Dawn Olney, Benzie County Clerk to the Benzie County Board of Commissioners hereby do certify that the above resolution was adopted by the Benzie County Board of Commissioners on the 25th day of October 2016.

Dawn Olney, Benzie County Clerk

BUILDING AUTHORITY

September 28, 2016

Page 2 of 4

Motion by Stobie, seconded by Longanbach, to approve payment in the amount of \$1,050.00 to Straub Pettitt Yaste as requested. Roll call Ayes: Longanbach and Stobie Nays: None Motion Carried

Other Business:

DHHS Acceptance of New Facility: Tom Hart, Chairman of the DHHS Board stated that he has no confidence that CMS will not grant a waiver; he also has no confidence that the rules won't change and that we would be forced to replace the roof. This is a reluctance that the board doesn't want to take; there is the financial component as well. That is why we are reluctant to take a building that requires a waiver. The county dug this hole, not the Maples – it is the county's responsibility to make this right and if that takes a guarantee to fund the roof and the placement of the residents. You owe it to the people to address this and make it a complete building.

Is it legal for us not to accept the building? I don't know

Is it moral for us to? Yes, it is the right thing to do.

The Building Authority and the County that need to provide us this life line. It is the county government's job to give us this safety net.

Tom Longanbach agrees with you.

We need some assurances. We can't have the uncertainty; we also need logistical support for the residents if they are displaced; we want the best guarantee we can receive – that is not unreasonable.

Marcia Stobie says thank you – that was a much better explanation than I've read in the paper.

Tom Hart stated that there is nothing that can't be fixed.

Marcia Stobie said I believe that answers are coming slowly and it is a process; we aren't done with the process and we still have work to do.

EPS Service Contract: A paragraph will be added regarding closure once the DHHS board receiving occupancy from the State of Michigan, and it would be the Maples responsibility after that.

Motion by Longanbach, seconded by Stobie, to approve the EPS Service contract as amended. Roll call. Ayes: Longanbach and Stobie Nays: None Motion carried.

MA Engineering – Emergency Generator Load Analysis \$2,500.00: Tom Longanbach stated he believes this item should be put on hold until summer when it can be tested then.

Dave Burley stated that there was an engineering study done on this and it has been paid for; already done the analysis, why double pay? Do it now.

Tom Longanbach stated that the generator was engineered for certain things.

Kathy Dube says she is with Dave – how can you do a study when no one is in the building yet.

Motion by Longanbach, seconded by Stobie, to not accept or pay the \$2,500.00 to MA Engineering for emergency load analysis. Ayes: Longanbach and Stobie Nays: None Motion carried.

Change Order: #23 – Four Nurse Call Stations \$3,328.00. No action.

Comstock Update: The remote generator annunciator is complete and additional fire alarm panels; everything else from Ed Hale's list is done.

Marcia inquired about the seeding – she stated there are several washouts toward the back with some undermining of the drive at the back.

Tom Comstock stated he has talked with Dave about it and is going over there today to look at it; someone clipped off one of the sprinkler heads too.

R. EDWARD KUHN
TERRY C. ROGERS
(LLM, Taxation)
EDGAR ROY III
JOSEPH E. QUANDT
GREGORY J. DONAHUE
GREGORY L. JENKINS
TROY W. STEWART
GINA A. BOZZER



412 SOUTH UNION STREET
TRAVERSE CITY, MICHIGAN 49684
TELEPHONE: 231-947-7900
FAX: 231-947-7321

LANSING OFFICE:
2937 ATRIUM DRIVE, SUITE 200
OKEMOS, MICHIGAN 48864

MATTHEW L. BOYD
CHRISTOPHER G. ROGERS
(also admitted in Illinois)
MARC S. McKELLAR II

OF COUNSEL:
LEWIS G. GATCH
A. BROOKS DARLING

October 17, 2016

Richard J. Figura
11470 S. Leelanau Hwy., #105
Empire, MI 49630

Re: Occupancy Permit / Moving Patients Into the Facility

Dear Dick:

The Building Authority was reminded at its September 28, 2016 meeting that the DHHS Board had instructed Kathy Dube not to move patients into the facility even upon receipt of the Occupancy Permit. Kathy Dube reported to the BA that she had not taken any steps to hasten the process to move patients into the facility. The DHHS attorney has yet to provide any legal support to the DHHS current position(s).

I understand that the Board of Commissioners previously past a formal Motion directing the DHHS Board to issue a formal letter to the BOC within 7 days of receipt of the Occupancy Permit as to why the DHHS Board had discretion not to move patients into the facility. (It is unclear why the BOC adopted a Motion which triggered the DHHS legal response to the actual issuance of the Occupancy Permit rather than requesting a timely issuance of a formal letter to the BOC).

Given the public's comments at prior BA meetings and what the BA understood was the BOC's position that the facility should be open and patients moved in the facility at the earliest possible date - DHHS's position is curious at best. I am writing you this letter on behalf of the Building Authority to respectfully request that the BOC take all necessary steps to see that the patients are moved into the new facility at the earliest available date.

As I understand the legal relationship between the BOC and the DHHS Board, the DHHS Board and the Maples staff works at the direction of the BOC and is the "operator" of the facility. I reasonably assume, without knowing, if the DHHS Board refuses any BOC directive, then the BOC must consider its options and move ahead with ensuring that the facility - otherwise available for legal occupancy - is in fact made available to the current and future patients for occupancy. To that end, this would appear to be in keeping with the BOC's obligations to the Benzie County tax payers.

I am writing you this letter at the direction of the BA and providing Mitch Deisch with a copy.

Thank you in advance for your anticipated cooperation and follow-up.

Sincerely,

KUHN ROGERS PLC



Edgar Roy III

Direct dial (231) 947-7900 ext. 107

eroy@krlawpc.com

ERIII/cmp

Enclosure

cc: Mitch Deisch (via email)
Tom Loganbach (via email)
Marcia Stobie (via email)
Michelle Thompson (via email)
Dawn Olney (via email)

2016-023

**RESOLUTION TO ALLOW ONE AND THREE-YEAR DOG LICENSES TO BE SOLD
AND ALLOW ONLINE DOG LICENSE SALES**

At a regular meeting of the Board of Commissioners of the County of Benzie, Michigan, held at the Inland Township Hall, 19968 Honor Highway, Interlochen, Michigan, on October 26, 2016.

PRESENT: Commissioners _____

The following resolution was offered by Commissioner _____ and seconded by Commissioner _____.

WHEREAS, Benzie County Treasurer's Office collects one year dog licenses pursuant to MCL 287.266 (herein referred to as "the statute"); and

WHEREAS, the statute allows for a three year license to be sold, with the expiration date coinciding with the month of the rabies expiration date; and

WHEREAS, this will allow for a more streamlined administration of the law on behalf of those authorized to sell dog licenses, as well as added convenience for the consumer; and

WHEREAS, fees for the new licensing structure will be presented for consideration by the Fee Committee, and brought back to the Board of Commissioners for final consideration and adoption; and

WHEREAS, the Benzie County Treasurer would like to be granted authority to offer online sales of dog licenses by all of the currently authorized entities, such as townships, select veterinary offices and the Animal Control office to enhance the ability of consumers to purchase timely dog licenses; and

WHEREAS, online capability for dog license sales would augment the ability for entities such as 911, Sheriff's Office and Animal Control to assist in returning dogs to their proper location and owners, by having 24/7 online access to the database;

NOW, THEREFORE, BE IT RESOLVED that the Benzie County Treasurer is granted permission to offer and sell both one-year and three-year dog licenses, in which the Fee committee will set the rates for final consideration by the Board of Commissioners; and

BE IT FURTHER RESOLVED that the Benzie County Treasurer is granted permission to allow online sales of dog licenses for the convenience of customers, and also for access for entities responsible for helping pets find their owners.

Dated: _____

Roger L. Griner, Chair

CERTIFICATION

I, Dawn Olney, Benzie County Clerk, and Clerk to the Board of Commissioners, hereby certify that the above resolution was adopted by the Benzie County Board of Commissioners on October 26, 2016.

Dawn Olney, County Clerk



Memorandum

To: Roger Griner, Chair
Benzie County Board of Commissioners
From: Frank Post, Emergency Management Coordinator
Date: October 18th, 2016
Subject: Regional AFG Grant Application and Resolution for Migration of Fire and EMS to 800MHz Trunked Radio Network

The purpose of this memorandum is to seek a resolution from the Benzie County Board of Commissioners for support with regard to our upcoming Assistance to Firefighters Grant Application. The Benzie County Office of Emergency Management has been working with all Benzie County Fire Agencies, Benzie County EMS, Thompsonville Area Ambulance and Benzie County Central Dispatch in the drafting and submitting a Federal Emergency Management Agency (FEMA) Grant Application in the "Assistance to Firefighter Grant" (AFG) Program to upgrade radio communications from VHF to 800MHz. Because it is a "Regional Application", the proposal requires the participation of all the following agencies including;

- Almira Township Fire Department
- Benzie County Central Dispatch
- Benzie County Emergency Medical Services
- Benzonia Township Fire Department
- Frankfort Fire Department
- Homestead Township Fire Department
- Inland Township Fire Department
- Thompsonville Ambulance Service
- Thompsonville Fire Department

RECEIVED

OCT 18 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

With our participation in the AFG Grant Application and based on the criteria set forth in the "Notice of Funding Opportunity", we would fall into a 95% Federal/5% Local match.

The application period for this AFG grant opened on October 18th, 2016 and will run until November 18th, 2016. We would expect to hear of a successful grant as soon as April 2017 or as late as November of 2017. The performance period for the grant will typically run for 12 months after it is approved.

HOST APPLICANT

All of the aforementioned departments and agencies are in agreement to participate in the grant program and we will apply as a "REGIONAL APPLICANT".

To take advantage of the funding formula outlined in the "Notice of Funding Opportunity" we have asked Almira Township to host the application.

PROJECT DESCRIPTION

Over the two and a half years, the Fire Chiefs, Central Dispatch Director and EMS Director have discussed the possibility of migrating radio communications from the current VHF analog to joining the Michigan Public Safety Communications system, which is an 800MHz digital trunked radio platform. The benefit to the fire and EMS emergency services is getting all emergency first responders on a similar radio platform, access to event specific talk groups for searches or multiple agency incidents and establishing radio interoperability with law enforcement agencies in Benzie County and surrounding counties public safety agencies

In Benzie County, all law enforcement moved to an 800MHz about 3 years ago because of its state wide communication capability. Fire and EMS are also attempting to make the transition to 800MHz for the same reasons. We are proposing a "Regional Grant" for all the agencies participating in the grant application and we are proposing utilizing the Michigan Public Safety Communications System (MPSCS) network. There are existing towers that service Benzie County are located;

- Zimmerman Road in central Benzie County
- Pleasanton Township in northern Manistee County
- Interlochen in western Grand Traverse County
- Empire in Leelanau County

We are also proposing purchasing communications equipment that all agencies would receive including;

- Mobile Radios that will be installed in all apparatus and ambulances of each department
- 800MHz portable radios
- 800MHz base radios in all Fire Department/EMS stations
- 800MHz pagers

BENZIE COUNTY EMS COST ESTIMATE

While we are still working out the details of the grant, assuming the grant is approved the Benzie County Emergency Medical Services would be purchasing the following items at the estimated costs;

| Number | Item | Cost Each | Cost Per Category |
|-------------------------------------|-------------------------|-----------|-------------------|
| 4 | Dual Head Mobile Radio | \$6,150 | \$24,600 |
| 2 | Dual Band Mobile Radio | \$4,850 | \$9,700 |
| 12 | Portable Radios | \$3,900 | \$46,800 |
| 10 | Pagers | \$895 | \$8,950 |
| 1 | Paging Talk group Setup | \$1,500 | \$1,500 |
| Total Benzie County EMS Cost | | | \$91,550 |

Based on the grant funding formula, Benzie County EMS's cost is estimated at \$4,577.50

BENZIE COUNTY CENTRAL DISPATCH COSTS

There would be some additional costs to make the system work especially in areas where coverage is known to be a problem. In particular, the Frankfort/Elberta area has problems for both VHF and 800MHz coverage. We have identified a solution and that solution was just put into place for law enforcement. It required a "Fixed Site Repeater" be built and housed at the Frankfort Water Tower Site. This has solved the problems with 800 MHz radio coverage and we would propose this same solution for fire coverage. The Assistance to Firefighter Grant Program does not, however, fund "Fixed Site Repeaters" and we would have to bear the cost of the repeater locally. In discussions with Director Ron Berns the equipment would be no different that the law enforcement equipment that cost around \$30,000. Central Dispatch is well positioned with all their other equipment to move fire and EMS to 800MHz, but there may be some other minor connection costs for paging, etc.

GRANT FIDUCIARY

This year, to take advantage of the grant distribution formula, we have asked Almira Township (who has tentatively agreed) to act as Grant Fiduciary and as such (presuming a successful grant application) would make all of the purchases and distributions of equipment. Also, purchases requested by us would have to comply with the purchasing policies of both the Almira Township and Benzie County.

RECOMMENDATION

If you will recall, we applied in 2015 and asked for around \$531,000. We made it through the first and 2nd rounds of evaluation but missed the cut in the final round. We studied what some of our shortcomings were and determined a different strategy with regard to the statement of need.

The grant requires that all participants in a "Regional Grant Application" enter into a Memorandum of Understanding as it relates to the administration of the grant application. I have attached a suggested non-binding resolution for the Board of Commissioners consider and that all the other units of government involved have been presented their political body to assure that everyone is fully informed of their duties and obligations with regard to this grant application.

I would recommend the board adopt the attached resolution. If approved I will be finishing the grant application and forwarding it to the City of Frankfort for their review and submission.

Benzie County Regional AFG Grant Application and Resolution Migration to 800MHz Trunked Radio Network

Resolution Number 2016-024

Benzie County Emergency Fire and EMS services are desirous to move from a Very High Frequency (VHF) analog communications system to an 800MHz Digital Trunked Communications System. This move will bring us more in line with the State of Michigan statewide communications strategy. Benzie County Fire and EMS services have determined the best course of making this transition was to make a Regional Grant Application under the Federal Emergency Management Agency (FEMA) Assistance to Firefighter Grant (AFG) Program. While the Benzie County Board of Commissioners understands that this resolution is not binding on the Board, it agrees to support the grant application to the extent possible and understand its obligations if the grant application is successful as the following;

Whereas, that participation in this project requires all emergency fire, EMS and Benzie County to make this program successful.

Whereas, any purchases made under the grant must be approved by the Benzie County Board of Commissioners as well as the Almira Township Board of Trustees. Almira Township will be acting at the purchasing agent for the grant. Further, purchases must comply with both the Benzie County Board of Commissioners purchasing policy as well as that of Almira Township.

Whereas, Benzie County agrees to pay the 5% local percentage match for the equipment purchased under the grant for their use. That once it is determined the local unit of government 5% share was and the equipment is ordered, the local unit of government will place on deposit, the 5% match monies with Almira Township who will disperse those funds to pay the local units share of the equipment match.

Whereas, agrees to pay the affiliation costs or connection fees and any other costs directly related to equipment assigned to its agency, if not covered by the grant.

Whereas, agrees to maintain an inventory of the equipment and will make that inventory available, if required, for auditing purposes to comply with the provisions of the grant.

Whereas, maintenance and costs of maintenance are the responsibility of the local user.

Whereas, it understands that FEMA requires that successful grant applicants must have all emergency responders and elected officials have ICS 100, 200, 700 training and ICS 300 and 400 training for agency leadership and will strive to have personnel provide certificates to the Benzie County Office of Emergency Management of proof of training that such training occurred.

Therefore be it resolved, the Benzie County Board of Commissioners acted upon this resolution at its regular meeting on 25th of October, 2016

Chair, Benzie County Board of
Commissioners

Date

Clerk, Benzie County

Date

CORRESPONDENCE

Dawn Olney

From: Michael Woods <michael.woods@networksnorthwest.org>
Sent: Wednesday, October 19, 2016 3:46 PM
To: Michael Woods
Subject: Reminder: Local Road Safety Plan kickoff meetings - 11/1, 11/2
Attachments: TransportationSafetyMeeting_Invitation.pdf

1

Northwest Michigan stakeholders,

As a reminder, in 2 weeks there will be an opportunity to meet with MDOT to discuss Road Safety in our region and the impact it has on traffic, accidents, costs, and lost productivity.

Please find attached the invitation, which includes more information on the events. Feel free to pass along to anyone who may be interested.

For logistical purposes, please RSVP by 10/25.

Apologies if you've received duplicate emails.

Thanks,

Mike

Michael P. Woods, AICP

Regional Planner



PO Box 506 • Traverse City MI 49685-0506

Direct: 231.929.5056 • Fax: 231.929.5012

michaelwoods@networksnorthwest.org

RECEIVED

OCT 19 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

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RE: LRSP Kickoff meetings

Northwest Michigan Stakeholders:

On average, there are more than 6,800 crashes per year reported on the streets and highways of the 10 County Northwest region. Sadly, many of these crashes result in severe injuries or occasionally, the tragic loss of life. Traffic crashes produce not only personal tragedy, but burden our community with increased medical and insurance costs, lost productivity, and delays of freight shipments and of the travelling public. Traffic crashes cost the residents and businesses in our region hundreds of millions of dollars annually. To address this issue at a regional level, Networks Northwest is collaborating with the Michigan Department of Transportation (MDOT) to develop a Regional Local Road Safety Plan (LRSP) for Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee and Wexford Counties.

A Local Road Safety Plan (LRSP) is a formal document that defines key emphasis areas and strategies that affect local roads and provides a framework to accomplish safety enhancements at the local level. The **Northwest Michigan LRSP** will identify key safety needs and guide investment decisions to reduce fatalities and serious injuries on our region's public roadways. The LRSP development provides an excellent opportunity for safety stakeholders and concerned agencies at all levels to work collaboratively. Together, they will align and leverage resources to address the safety challenges to our region.

There will be three (3) opportunities (including 2 in one day) to provide direct input and to discuss elements and expectations of the LSRP to Networks Northwest and MDOT representatives at kickoff meetings located around the region. Locations and times are as follows (click on each venue for google map location):

November 1st, 9:30am - Wexford County Road Commission 85 W. M-115, Boon

November 1st, 1:30pm - Traverse City Michigan Works (large conference room) 1209 S. Garfield Ave, Traverse City

November 2nd, 9:30am - Mancelona Township Hall 9610 S. M-88 Highway, Mancelona

Your participation is important! If you cannot attend, please send someone in your place. Also, please forward this invitation along to any others you think would be appropriate participants. In order to properly plan and accommodate for these meetings, please RSVP by 10/25 and indicate preferred location to michael.woods@networksnorthwest.org or (231) 929-5000.

Thank you for your participation in this important road safety initiative.

Sincerely,

Michael P. Woods, AICP

Regional Planner and

Managing Director – Traverse Transportation Coordinating Initiative

RECEIVED

OCT 19 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

7pm

PHILIP & MARY HOYT
P.O. BOX 745
BEULAH, MICHIGAN 49617
(231)499-0937 cell

October 19, 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. 81

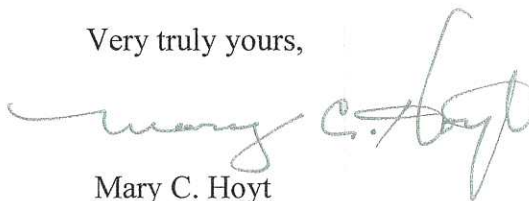
Dear Mr. Deisch & Ms. Cutler,

Please find enclosed a statement of our FOIA Appeal in regard to our April 12, 2016, FOIA request concerning The Maples, and the issue of the certificates of insurance as outlined in the attached letter dated October 7, 2016. Please note that due to oversight, the October 7, 2016, letter was not copied to the Board of Commissioners, but is attached to our FOIA Appeal.

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 above.

Very truly yours,


Mary C. Hoyt

Enc.

cc: Dawn Olney, County Clerk

RECEIVED

OCT 19 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

PHILIP & MARY HOYT
P.O. BOX 745
Beulah, Michigan 49617

October 19, 2016

TO: Benzie County Board of Commissioners

RE: FOIA Appeal regarding incomplete & partial response to request number 2 of FOIA request dated April 12, 2016

STATEMENT OF FOIA APPEAL

The following documents attached hereto pertain to this Appeal:

1. FOIA request dated April 12, 2016
2. Letter from Richard Figura dated October 3, 2016
3. Letter to Maridee Cutler dated October 7, 2016

Pursuant to MCL 15.233(2) and 15.235(2), the failure to provide a response to a FOIA request, or any part thereof, is considered a denial of the request. Following the denial, the requesting party has all of the rights set forth in MCL 15.240.

The denial is erroneous because:

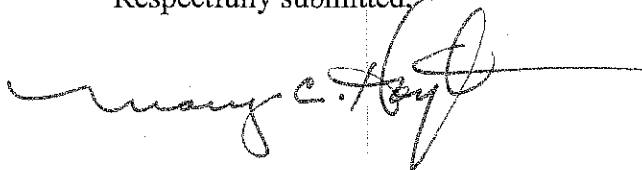
1. The FOIA Coordinator failed to timely provide any explanation for failing to produce the requested public documents and records, specifically the certificates of insurance as stated in number 2 of the FOIA request dated April 12, 2016;
2. The FOIA request clearly described the public records such that could be easily located, gathered, produced and/or copied within the County's records.
3. The County has failed to timely provide the public documents or indicate that they do not exist within the records of the County or any County boards, commissions or agencies. No exemption from disclosure has been asserted and there is no valid exemption that could be claimed as to these documents.

4. This Board has already declared that issues concerning The Maples are a matter of great interest to the public and the taxpayers. As such, the County and elected officials' failure to provide the requested documents and records is a clear violation of the fiduciary duty owed to the taxpayers by this Board and the County.

Pursuant to MCL 15.240(2), the following relief is requested in this Appeal:

- a) The County reverse the disclosure denial, and provide a written explanation regarding:
 1. Why the documents attached to the October 3, 2016 letter from Richard Figura were not provided with other documents produced to the requesting party on June 14, 2016; and,
 2. Why the documents have not been produced in response to the requesting party's letter dated October 7, 2016.
- b) Immediately produce the requested documents, or provide a written statement acknowledging that the requested documents DO NOT exist in the County records or the records of County commissions, boards or agencies.

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
(231)499-0937 cell

PHILIP A. HOYT
P.O. BOX 745
BEULAH, MICHIGAN 49617
(231)218-9337 cell

April 12, 2016

Benzie County Administrator's Office
ATTN: FOIA COORDINATOR
448 Court Place
Beulah, MI 49617

via hand-delivery

RECEIVED

APR 13 2016

ADMINISTRATOR
OFFICE

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 contract(s) with Edmund London & Associates and Comstock Construction Company.
2. Any and all certificates of insurance for Edmund London & Associates and Comstock Construction Company.
3. Any and all articles of incorporation for and/or regarding the Benzie County Building Authority.
4. Any and all documents of any kind or description regarding an inspection of the newly constructed building for The Maples by any State, Federal or local authority or entity, including inspections during construction, partial or substantial completion, post-construction, and/or in conjunction with obtaining a certificate of occupancy.
5. 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.
6. 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.

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.

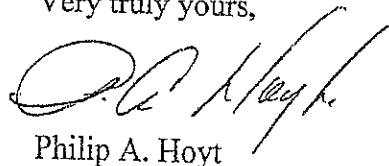
The term "document" as used in this FOIA request is to be construed in the broadest possible manner and includes any written, graphic or recorded matter, however produced or reproduced, of any kind or description, including both sides of any two-sided writing, drafts or marked copies.

If there are any fees for searching for or copying the requested records, please advise us accordingly and we will remit those fees at once, as long as the cost is within the limits of the MI-FOIA.

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 dark ink, appearing to read "P. A. Hoyt", is written over a horizontal line.

Philip A. Hoyt

cc: Coury Carland

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

RICHARD J. FIGURA, J.D.

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

EMPIRE COMMERCE CENTER
11470 S. LEE LANAU HWY., STE. 105
PO BOX 447
EMPIRE, MICHIGAN 49630

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

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

October 3, 2016

Mary C. Hoyt
Taxpayers for The Maples
57 N. Michigan Avenue
Beulah, MI 49617

RE: FOIA Request Dated September 15, 2016 and FOIA Request Dated April 12, 2016

Dear Ms. Hoyt:

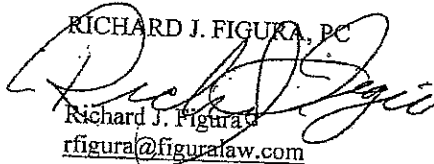
I have been asked to write to you on behalf of the Benzie County FOIA Coordinator, Maridee Cutler.

Your FOIA request dated September 15, 2016, has been received and, as I believe you were notified, the County has extended the time for responding to that request by the statutory period of 10 additional days, making that response date Thursday, October 6, 2016. I mention that because there was a conflict in Ms. Cutler's letter to you which referenced the 10 additional days but then erroneously used September 29 as a response date instead of October 6.

Secondly, accompanying your September 15 request was a copy of the County's response to an April 12 request in which you pointed out that some of the Certificates of Insurance provided in response to that request indicated they were "proposals" and not actual certificates. We have searched the Building Authority's records and are attaching copies of the certificates the County has in its possession. I note that one of those certificates says it is "For Proposal Purposes Only." That certificate is dated November 27, 2012, and lists Edmund London & Associates, Inc. as the insured party and Hanover Insurance Company as the insurer.

I believe that the actual certificate has been issued, but do not know why there is not a copy in the Building Authority's records maintained at the County Clerk's office. I am taking steps to secure a copy of that certificated and will see that it is provided to you as soon as I receive it.

Sincerely,

RICHARD J. FIGURA, PC

Richard J. Figura
rfigura@figuralaw.com

RJF/tjc
Enclosures

cc: Thomas Longanbach, Building Authority Board Chair (w/o Enclosures)
Michelle Thompson, County Treasurer (w/o Enclosures)
Mitch Deisch, County Administrator (w/o Enclosures)
Maridee Cutler, County FOIA Coordinator (w/o Enclosures)
Dawn Olney, County Clerk (w/o Enclosures)
Edgar Roy, III, Esq. (w/o Enclosures)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

WARRANTY: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Larkin Group
13900 S West Bay Shore Drive

Traverse City MI 49684

INSURED

COMSTOCK CONSTRUCTION COMPANY

740 CENTRE ST

Attn: Joseph W Comstock II

TRAVERSE CITY MI 49686-3381

CONTACT NAME: Kathleen Bendickson

PHONE (A/C, No, Ext): (231) 947-8800

FAX (A/C, No): (231) 346-6111

E-MAIL ADDRESS: kbendickson@larkingrp.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hastings Mutual Ins. Company

14176

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 16-17 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | CPP9831566 | 7/1/2016 | 7/1/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | ACV9831567 | 7/1/2016 | 7/1/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Broadened or named \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | ULC9831569 | 7/1/2016 | 7/1/2017 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | WC 9867461 | 7/1/2016 | 7/1/2017 | <input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: The Maples - Benzie County Medical Care Facility Addition and Renovation; Benzie County Building Authority and Edmund London & Associates, Inc are additional insured with regard to General Liability for work performed on their behalf by the named insured where required by written contract per terms/conditions of actual policy language.

CERTIFICATE HOLDER

Benzie County Building
Authority
448 Court Place
Beulah, MI 49617

RECEIVED

JUN 30 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tod Beynon/KATHB



COMST-1

OP ID: KB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|---|--|
| PRODUCER Shumsky-West & Assoc. Inc. 201 East 17th Street P.O. Box 892 Traverse City, MI 49685-0692 Tod K. Beynon | | CONTACT NAME: Tod K. Beynon PHONE (A/C, No., Ext.): 231-946-4212 FAX (A/C, No.): E-MAIL ADDRESS: | |
| INSURED Comstock Construction Company Attn: Joseph Comstock II 740 Centre Street Traverse City, MI 49686 | | INSURER(S) AFFORDING COVERAGE INSURER A: Hastings Mutual Insurance Comp INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | CPP9831566 | 07/01/2015 | 07/01/2016 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | ACV9831567 | 07/01/2015 | 07/01/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | ULC9831569 | 07/01/2015 | 07/01/2016 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N/A | WC9867461 | 07/01/2015 | 07/01/2016 | <input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: The Maples - Benzie County Medical Care Facility Addition and Renovation; Benzie County Building Authority and Edmund London & Associates, Inc are additional insured with regard to General Liability for work performed on their behalf by the named insured where required by written contract. The General Liability policy includes a blanket additional (cont)

RECEIVED

JUN 25 2015

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| 0000000 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| Benzie County Building Authority 448 Court Place Beulah, MI 49617 | AUTHORIZED REPRESENTATIVE <i>Tod K. Beynon</i> |

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

GRAND17

OP ID: KB

DATE (MM/DD/YYYY)

12/31/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|---|---|
| PRODUCER Shumsky-West & Assoc. Inc. 201 East 17th Street P.O. Box 692 Traverse City, MI 49685-0692 Tod K. Beynon | | Phone: 231-946-4212 Fax: | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): |
| INSURED Grand Traverse Construction, LLC 1616 W South Airport Rd Traverse City, MI 49686 | | INSURER(S) AFFORDING COVERAGE INSURER A: Hastings Mutual Insurance Comp INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | CPP9778903 | 01/01/2014 | 01/01/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ -1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ -1,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | ACV9778904 | 01/01/2014 | 01/01/2015 | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | ULC9778905 | 01/01/2014 | 01/01/2015 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | WC9826718 | 05/01/2013 | 05/01/2014 | WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Builders Risk | | CPP9778903 | 01/01/2014 | 01/01/2015 | 1,336,500 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: The Maples - Benzie County Medical Care Facility; Comstock Construction, Benzie County Building Authority, Edmund London & Associates, Inc. and Benzie County Medical Care Facility are additional insured with regard to General Liability for work performed on their behalf by the named insured where required by written contract. The general liability (cont)

RECEIVED

JAN 06 2014

**BENZIE COUNTY
TREASURERS OFFICE****CERTIFICATE HOLDER****CANCELLATION**

| | |
|--|--|
| RECEIVED JAN 03 2014 Benzie County Building Authority 448 Court Place Beulah, MI 49617 DAWN OLNEY BENZIE COUNTY CLERK BEULAH, MI 49617 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Tod K. Beynon |
|--|--|



CERTIFICATE OF LIABILITY INSURANCE

COMST-1

OP ID: KB

DATE (MM/DD/YYYY)

06/26/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Shumsky-West & Assoc. Inc.
201 East 17th Street
P.O. Box 692
Traverse City, MI 49685-0692
Tod K. Beynon

Phone: 231-946-4212

Fax:

CONTACT NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hastings Mutual Insurance Comp

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Comstock Construction Company
Attn: Joseph Comstock II
740 Centre Street
Traverse City, MI 49686

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURER | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | CPP9831566 | 07/01/13 | 07/01/14 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | ACV9831567 | 07/01/13 | 07/01/14 | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | ULC9831569 | 07/01/13 | 07/01/14 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A | N/A | WC9867461 | 07/01/13 | 07/01/14 | WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Builder's Risk | | CPP9831566 | 07/01/13 | 07/01/14 | 300,000 2600 Ded |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: The Maples - Benzie County Medical Care Facility Addition and Renovation; Benzie County Building Authority and Edmund London & Associates, Inc are additional insured with regard to General Liability for work performed on their behalf by the named insured where required by written contract. The General Liability policy includes a blanket additional (cont)

RECEIVED

JUN 28 2013

BENZIE COUNTY
TREASURERS OFFICE

RECEIVED

CERTIFICATE HOLDER

JUN 28 2013

CANCELLATION

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Benzie County Building
Authority
448 Court Place
Beulah, MI 49617

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Tod K. Beynon

AIA[®] Document B101[™] - 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighteenth day of October in the year Two Thousand Twelve
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Benzie County Building Authority
448 Court Place
Beulah, MI 49617
Telephone Number: 231-882-9671

and the Architect:
(Name, legal status, address and other information)

Edmund London & Associates, Inc.
20750 Civic Center Drive, Suite 610
Southfield, MI 48076
Telephone Number: 248-353-4820
Fax Number: 248-353-2920

for the following Project:
(Name, location and detailed description)

The Maples, Benzie County Medical Care Facility
210 Maple Avenue, Frankfort, MI 49635
An approximately 48,000 s.f. addition, renovation & partial demolition to the existing
Benzie County Medical Care Facility

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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NOV 30 2012

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
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- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
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- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A Initial Information.

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Preliminary Project Description

- 1) Construct three new 20 bed households on the existing site. Each household would have secure doors, access to an enclosed outdoor space, living rooms with fireplace and bookshelves, a dining room with a residential kitchen, an activity room, a spa room, barber beauty room, and staff support areas. 16 rooms will be private with accessible toilet rooms and showers. 2 rooms will be semi-private with full height partitions between the beds.
- 2) Construct a new 18 bed memory care household. The household would have secure doors, access to an enclosed outdoor space, living rooms with fireplace and bookshelves, a dining room with a residential kitchen, an activity room, a spa room, barber beauty room, and staff support areas. 16 rooms will be private with accessible toilet rooms and showers. 2 rooms will be private suites with a living room.
- 3) Construct a new lobby / reception / administration space.
- 4) Demolish unused portions of the existing facility to allow for outdoor recreation space and future expansion.
- 5) Update and expand Therapy and dietary areas as required.

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6) Provide new interior finishes to the areas of the existing facility which will remain.

Preliminary Budget & Construction Duration Estimate

| | |
|--------------------------------|---|
| site work & landscaping: | \$850,000 |
| new construction (48,000 GSF): | \$8,640,000 |
| demolition: | \$250,000 |
| renovations: | \$300,000 |
| subtotal: | \$10,240,000* |
| construction duration: | phase 1: 15 months move in: 1 month phase 2: 4 months total: 20 months |

* estimated construction costs exclude arch./eng. Fees, furniture fixtures and equipment, financing and legal soft costs, and construction contingencies.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

1. Commencement of construction date:

June 2013

2. Substantial Completion date:

Spring 2015

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

1. General Liability

\$4,000,000 (General Aggregate)

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\$2,000,000 (Each Occurrence)

2 Automobile Liability

\$1,000,000

3 Workers' Compensation

\$500,000

4 Professional Liability

\$1,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

1. procuring the reproduction of Bidding Documents for distribution to prospective bidders;
2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
3. organizing and conducting a pre-bid conference for prospective bidders;
4. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
5. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

1. procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors; and
3. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract

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Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4. ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

| Additional Services | Responsibility (Architect, Owner or Not Provided) | Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below) |
|--|--|--|
| § 4.1.1 Programming | Architect | |
| § 4.1.2 Multiple preliminary designs | Not Provided | |
| § 4.1.3 Measured drawings | Not Provided | |
| § 4.1.4 Existing facilities surveys | Architect | |
| § 4.1.5 Site Evaluation and Planning (B203™-2007) | Architect | |
| § 4.1.6 Building information modeling | Not Provided | |
| § 4.1.7 Civil engineering | Architect | |
| § 4.1.8 Landscape design | Architect | |
| § 4.1.9 Architectural Interior Design (B252™-2007) | Architect | |
| § 4.1.10 Value Analysis (B204™-2007) | Not Provided | |
| § 4.1.11 Detailed cost estimating | Not Provided | |
| § 4.1.12 On-site project representation | Not Provided | |
| § 4.1.13 Conformed construction documents | Not Provided | |
| § 4.1.14 As-Designed Record drawings | Not Provided | |
| § 4.1.15 As-Constructed Record drawings | Contractor | |
| § 4.1.16 Post occupancy evaluation | Not Provided | |
| § 4.1.17 Facility Support Services (B210™-2007) | Not Provided | |
| § 4.1.18 Tenant-related services | Not Provided | |
| § 4.1.19 Coordination of Owner's consultants | Architect | Asbestos Survey |
| § 4.1.20 Telecommunications/data design | Not Provided | |
| § 4.1.21 Security Evaluation and Planning (B206™-2007) | Not Provided | |
| § 4.1.22 Commissioning (B211™-2007) | Not Provided | |
| § 4.1.23 Extensive environmentally responsible design | Not Provided | |

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| | | | |
|---------|---|--------------|--|
| §4.1.24 | LEED® Certification (B214™-2007) | Not Provided | |
| §4.1.25 | Fast-track design services | Not Provided | |
| §4.1.26 | Historic Preservation (B205™-2007) | Not Provided | |
| §4.1.27 | Furniture, Furnishings, and Equipment Design (B253™-2007) | Not Provided | |
| | | | |

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
3. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
5. Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner requiring additional drawings;
7. Preparation for, and attendance at, a public presentation, meeting or hearing except as normally required to obtain approvals;
8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
9. Evaluation of the qualifications of bidders or persons providing proposals;
10. Consultation concerning replacement of Work resulting from fire or other cause during construction; or
11. Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

1. Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
2. Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
3. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

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4. Evaluating an extensive number of Claims as the Initial Decision Maker;
5. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
6. To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. A total of 30 visits are included. When the limits below are reached, the Architect shall notify the Owner:

1. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor;
2. Twenty-four (24) visits to the site by the Architect over the duration of the Project during construction;
3. Four (4) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents;
4. Two (2) inspections for any portion of the Work to determine final completion.

§ 4.3.4 If the services covered by this Agreement have not been completed within Forty (40) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, designated wetlands, adjacent drainage, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions and necessary data with respect to existing buildings, other improvements and trees, and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsail conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests

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such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6. COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, the Contractor's methods of determining bid prices, or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- 1 give written approval of an increase in the budget for the Cost of the Work;
- 2 authorize rebidding or renegotiating of the Project within a reasonable time;
- 3 terminate in accordance with Section 9.5;
- 4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- 5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7. COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8. CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the

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method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. If mediation is requested by either party, it shall commence within 30 days of the request. The parties in dispute may "opt-out" of the American Arbitration Association protocol.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the

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date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.9.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

6.5% of the Construction Cost

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

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(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

2.5 times direct personnel expense

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(insert amount of, or basis for, compensation.)

2.5 times direct personnel expense

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus One and one-tenth percent (1.10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

| | | | | |
|------------------------------|-------------|-----------|-----|----|
| Schematic Design Phase | Fifteen | percent (| 15 | %) |
| Design Development Phase | Twenty | percent (| 20 | %) |
| Construction Documents Phase | Forty | percent (| 40 | %) |
| Bidding or Negotiation Phase | Five | percent (| 5 | %) |
| Construction Phase | Twenty | percent (| 20 | %) |
| Total Basic Compensation | one hundred | percent (| 100 | %) |

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents;
5. Postage, handling and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

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- 7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- 8 The expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- 9 All taxes levied on professional services and on reimbursable expenses;
- 10 Site office expenses; and
- 11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus One percent (1.00 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

None

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

5 % Five

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Specifically excluded from our fee is the cost of environmental testing, soil investigation, site survey, off-site engineering, and interior design services related to movable equipment and furnishing. These services can be provided for an additional fee.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- 1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- 2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

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User Notes:

(1819103047)

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Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

Jay Pettitt

(Signature)

Jay Pettitt, Chairman

(Printed name and title)

Benzie County Building Authority
448 Court Place
Beulah MT 49617

ARCHITECT

Jordan London

(Signature)

Jordan London, AIA, President

(Printed name and title)

init.

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User Notes:

(1693387204)

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Wolf-Hulbert Co LLC
30200 Telegraph Rd #240
Bingham Farms, MI 48025

CONTACT

NAME: Kathy Hammond

PHONE (A/C, No, Ext): 248.290.0650

FAX (A/C, No): 248.290.0654

E-MAIL ADDRESS: khammond@wolfhulbert.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Indemnity of America

25666

INSURER B: Phoenix Insurance Company

25623

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Edmund London & Associates, Inc.
20750 Civic Center Drive
Suite 610
Southfield, MI 48076

COVERAGES

CERTIFICATE NUMBER: 12/13

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|----------------|-----|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | 6807727X732 | 05/01/2012 | 05/01/2013 | EACH OCCURRENCE \$ 2,000,000 |
| | COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 5,000 |
| | GENL AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE \$ 4,000,000 |
| | AUTOMOBILE LIABILITY | | | | | | PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| | ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per person) \$ |
| | HIRED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | NON-OWNED AUTOS | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | | | | | | AGGREGATE \$ |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | UB3699T622 | 05/01/2012 | 05/01/2013 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matthew R. Wolff

For Informational Purposes Only

Matthew Wolf/PMR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/27/2012

PRODUCER

DESIGNPRO INSURANCE GROUP
P.O. BOX 511106
LIVONIA, MI 48151
(734) 425-9710

734-425-9710

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

EDMUND LONDON & ASSOCIATES, INC.
20750 CIVIC CENTER DRIVE, SUITE #610
SOUTHFIELD, MI 48076

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: HANOVER INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

Serial #

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR | ADDITIONAL INSURERS | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|------|---------------------|---|----------------|------------------------------------|-------------------------------------|--|
| | | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA AGG \$ AGG \$ |
| | | EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| | | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below | | | | WC STATUTORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | | OTHER ARCHITECTS/ENGINEERS PROFESSIONAL LIABILITY | #LHB8908185-02 | 10-22-12 | 10-22-13 | PER CLAIM LIMIT : \$1,000,000 AGGREGATE LIMIT : \$1,000,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

"FOR PROPOSAL PURPOSES ONLY"

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

TAXPAYERS FOR THE MAPLES

**57 N. Michigan Ave.
Beulah, Michigan 49617**

October 7, 2016

via hand-delivery

Benzie County Administrator's Office
ATTN: FOIA COORDINATOR
448 Court Place
Beulah, MI 49617

Re: FOIA Request – THE MAPLES

Dear Maridee:

I am mystified why my question to you about missing documents from our FOIA request dated April 12, 2016, would necessitate the services of Mr. Figura. I am sure all would agree that far too many legal fees have been expended in regard to The Maples project, and yet the taxpayers continue to suffer even when trying to get information that should be readily available to the public.

In addition, I would note that the County's delayed response to producing the certificates of insurance for Edmond London & Associates ("ELA") and Comstock Construction Company ("Comstock") is deficient in the following ways:

1. Missing certificates for Comstock's General Liability, Auto, Umbrella and Workers Compensation for coverage periods 07/01/2012 – 07/01/2013 and 07/01/2014 – 07/01/2015.
2. Missing ANY and ALL certificates evidencing professional liability coverage for Comstock in its role as Construction Manager for the project. Certificates should be provided for 2012 to the present date. If the County does not have these certificates in its records or files, we should have been informed of that in response to the April 12, 2016 FOIA request, number 2. If this is the case, please respond appropriately now and . . . in writing.
3. Missing ANY and ALL valid certificates for ELA for 2012 to the present date.

The County should respond to this request as required by MI-FOIA MCLA 15.231 *et seq.* and pursuant to the County's FOIA Procedures and Guidelines. To the extent that the requested documents should have been produced months ago, we expect a prompt reply.

Very truly yours,



Mary C. Hoyt
On behalf of **Taxpayers for The Maples**
Cell (231)499-0937

cc: Benzie County Board of Commissioners,
individual members via email or by USPS first class mail

TAXPAYERS FOR THE MAPLES
57 N. Michigan Ave.
BEULAH, MICHIGAN 49617
Email: *taxpayers4maples@gmail.com*

7pm

October 19, 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

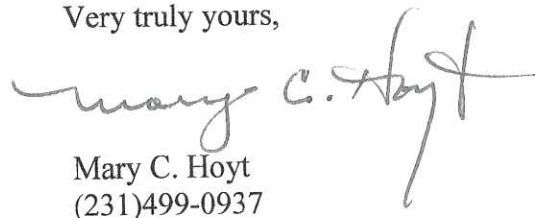
Dear Mr. Deisch & Ms. Cutler,

Please find enclosed a statement of our FOIA Appeal in regard to our September 15, 2016, FOIA request concerning The Maples, specifically as it concerns requests numbers 4 and 5. 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, e.g. fee waiver and 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 19 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

TAXPAYERS FOR THE MAPLES
57 N. Michigan Ave.
BEULAH, MICHIGAN 49617

October 19, 2016

TO: Benzie County Board of Commissioners

RE: FOIA Appeal - September 15, 2016, FOIA request, numbers 4 & 5

STATEMENT OF FOIA APPEAL

The following documents attached hereto pertain to this Appeal:

1. FOIA request dated September 15, 2016
2. County's request for an extension dated September 15, 2016, envelope attached
3. County's response to FOIA, letter dated October 6, 2016, received via email on October 19, 2016

Please note that the County's September 15, 2016, request for a 10-day extension was received by the Taxpayers For The Maples at the above address. However, the County's letter, also addressed to "Taxpayers For The Maples" at the same mailing address was never received. Taxpayers For The Maples ONLY became aware of the County's response to the FOIA request after a member of the group contacted her Commissioner for an explanation as to why the FOIA had not been responded to.

Pursuant to MCL 15.233(2) and 15.235(2), the failure to provide any response to a FOIA request is considered a denial of the request. Following the denial, the requesting party has all of the rights set forth in MCL 15.240. The County claims an exemption under MCL 15.233(4), stating that the requests set forth in numbers 4 and 5 of the FOIA requires the Treasury to create "a new compilation, summary, or report of information. ."

The denial is erroneous because:

1. The explanation or exemption offered by the FOIA Coordinator is flawed in that the specific requests stated in numbers 4 and 5, seek only copies of public documents and records that are keep in the ordinary course of business of a County Treasurer's office, and as part of the Treasurer's duties as ex-officio member of the Building Authority to "keep all books and records of account for the Authority." Benzie County Building Authority, Articles of

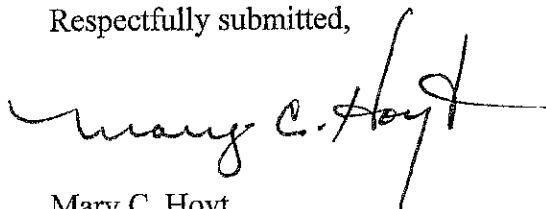
Incorporation, Art. V, Section 4; MCL 45.40 & 45.41. Notably, many of the documents requested have been mentioned in public meetings, reviewed and acted upon by the Building Authority members during meetings over the last five years (e.g. 2012-2016).

2. The FOIA request clearly described the public records such that can be easily located, gathered, produced and/or copied within the County's records.
3. The County's claimed exemption to disclosure of any or all of the requested documents must be narrowly construed under Michigan case law, and the County has the burden of proving the propriety of non-disclosure. MCL 15.240(1), *Pennington v. Washtenaw County Sheriff*, 125 Mich App 556, 336 NW2d 828 (1983).
4. This Board has already declared that issues concerning The Maples are a matter of great interest to the public and the taxpayers. As such, the County and elected officials' failure to provide the requested documents and records is a clear violation of the statutory and fiduciary duty this Board, the elected officials and the County owes to the taxpayers.

Pursuant to MCL 15.240, the Taxpayers for The Maples seek the following relief in this Appeal:

- a) Reversal of the denial of production of the public documents and records as identified and requested in the FOIA request dated September 15, 2016, numbers 4 and 5, and immediately produce copies of the records and documents requested; OR,
- b) Provide a detailed affidavit from the Treasury, and detailed bill of particulars, describing the public documents and records that the County claims are protected from disclosure under the exemption. Provide a complete particularized justification for any claimed exemptions, rather than simply quoting or repeating statutory language *Hyson v. Dept. of Corrections*, 205 Mich App 422, 521 NW2d 841 (1994); *Ray v. Turner*, 587 F.2d. 1187 (1978).

Respectfully submitted,



Mary C. Hoyt
On behalf of **Taxpayers for The Maples**
Cell (231)499-0937

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 be 'M. Hoyt' with a stylized flourish at the end.

Mary C. Hoyt
On behalf of **Taxpayers for The Maples**
Cell (231)499-0937



448 Court Place • Beulah, MI 49617

September 15, 2016

Taxpayers for the Maples
57 N. Michigan Ave.
Beulah, MI 49617

Reference: Your Freedom of Information Action (FOIA) request of The Maples.

This correspondence acknowledges receipt of your above-referenced request. The effective date of receipt is September 15, 2016. This initial response to your request is checked below, followed by additional information:

- ☐ Your request is hereby acknowledged and recorded as Benzie County FOIA request number: #89. A copy of Benzie County FOIA Policy and Procedures is available on Benzie County's website at <http://www.benzieco.net/>. You may also request a copy by contacting the County Administrator's Office at mcutler@benzieco.net or call 231-882-0035.
- ☐ Some or all of the documents you requested are readily available on Benzie County's website at URL: (url). If you still choose to have the documents copied and sent to you, please contact the County Administrator's Office at mcutler@benzieco.net or call 231-882-0035. Fees may apply.
- ☐ The requested documents are available and attached for your convenience. If you find a **Detailed Cost Itemization** attached, please contact the County Administrator's Office at mcutler@benzieco.net or calling 231-882-0035 to confirm that these fees are acceptable. If you elect to inspect the requested documents, fees must be paid to the Benzie County Treasurer's Office once a time allotment can be determined. You may also appeal the fees using **FOIA Appeal Form – To Appeal an Excess Fee** or submit a **Request for Discount** based on your status as indigent or as a non-profit organization. See the **Detailed Cost Itemization** for more information about discounts.
- ☐ The requested documents are being mailed to you at no cost.
- ☒ Some or all of the requested documents will be provided within ten (10) working days of September 22, 2016. A **Notice to Extend Response Time for FOIA Request** is attached.
- ☐ Some or all documents in your FOIA request have been denied. A **Notice of Denial of FOIA Request** is attached for those items. A **FOIA Appeal Form – To Appeal a Denial of Records** is also provided.
- ☐ The documents that you have requested do not exist.

Sincerely,

Maridee Cutler

Maridee Cutler, Deputy County Administrator
Benzie County

ret 6th

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

Extension Form

Notice to Extend Response Time for FOIA Request
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: 89 **Date Received:** September 15, 2016
Date of This Notice: September 15, 2016
(Please Print or Type)

Check if received via: ☐ Email ☐ Fax ☒ Other
Date delivered to junk/spam folder: _____
Date discovered in junk/spam folder: _____

| | | |
|--------------------------|--------------|-------|
| Name | Phone | |
| Taxpayers for the Maples | 231-499-0937 | |
| Firm/Organization | Fax | |
| Street | Email | |
| 57 N. Michigan Ave. | | |
| City | State | Zip |
| Beulah | MI | 49616 |

Request for: ☒ Copy(ies) ☐ Certified copy ☐ Record inspection ☐ Subscription to record issued on regular basis

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)*

We are extending the date to respond to your FOIA request for no more than 10 business days, until **September 29, 2016** (month, day, year). Only one extension may be taken per FOIA request. If you have any questions regarding this extension, contact **Maridee Cutler** at **231-882-0035**.

Estimated Time Frame to Provide Records: **15 business days** (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 a public body from any of the other requirements of this act.

Reason for Extension:

- ☒ 1. The County needs to search for, collect, or appropriately examine or review a voluminous amount of separate and distinct public records pursuant to your request. Specifically, the County must: **Work with the County Attorney, and Offices of the Clerk and Building Authority to collect and review a voluminous amount of records.**
- ☐ 2. The County needs to collect the requested public records from numerous field offices, facilities, or other establishments that are located apart from the County office. Specifically, the County must coordinate documents from the following locations:

☐ 3. Other (describe): _____

Signature of FOIA Coordinator:

Maridee Cutler

Date:

9/15/16

#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,

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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.

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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.

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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.

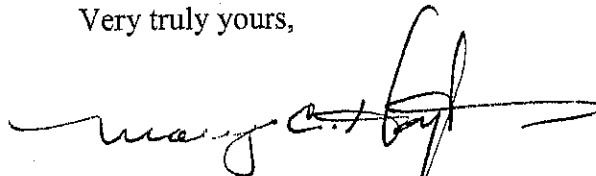
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If all or any part of this request is denied, please cite the specific exemptions to justify your refusal to release the information, under Section 13 of MI-FOIA, and the reason why you have not invoked your discretion to release the requested documents 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

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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

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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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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

Roger L. Griner – Chair

Dawn Olney, Benzie County Clerk

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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.

Benzie County
Administrator's Office
448 Court Place
Beulah, MI 49617

Taxpayers for the Maples
57 N. Michigan Ave.
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.

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