

BENZIE COUNTY BOARD OF COMMISSIONERS

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

MEETING AGENDA

October 11, 2016

Commissioners Room, Governmental Center, Beulah, Michigan

PLEASE TURN OFF ALL ELECTRONIC DEVICES

9:00 a.m. CALL TO ORDER
 ROLL CALL
 INVOCATION AND PLEDGE OF ALLEGIANCE
 APPROVAL OF AGENDA
 APPROVAL OF MINUTES – 9/27/2016; 10/4/2016 (open & closed)
 PUBLIC INPUT
 ELECTED OFFICIALS & DEPT HEAD COMMENTS
 COMMISSIONER REPORTS
 COUNTY ADMINISTRATOR'S REPORT – Technology (phone); COAM
 FINANCE – Approval of Bills
 HR and PERSONNEL –
 COMMITTEE APPOINTMENTS – Airport Authority
 ACTION ITEMS – Recycling Surcharge Appeal; Road Commission Contracts –
 Jail Access Road & Betsie Valley Trail
 PRESENTATION OF CORRESPONDENCE
 NEW BUSINESS –
10:00 Richard Figura and Haider Kazim – CLOSED SESSION – Cole vs Benzie County
10:15
10:30

 PUBLIC COMMENT
 ADJOURNMENT

Times Subject to Change

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

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

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

PUBLIC INPUT

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

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

Group Presentations – 15 minutes
Individual Presentations – 3 minutes

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

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

Commissioner Contacts:

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

THE BENZIE COUNTY BOARD OF COMMISSIONERS

September 27, 2016

The Benzie County Board of Commissioners met in a regular meeting on Tuesday, September 27, 2016, 448 Court Place, Government Center, Beulah, Michigan.

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

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

Excused: Commissioner Warsecke

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

Agenda:

Motion by Walterhouse, seconded by Carland, to approve the agenda as amended, removing Closed Session and allowing Tim McGuire to speak when he arrives. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

Minutes:

Motion by Walterhouse, seconded by Sauer, to approve the regular session minutes of September 13, 2016 as presented. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

Motion by Sauer, seconded by Bates, to approve the closed session minutes of September 13, 2016 as presented. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

Chairman Griner stated that discussions regarding the Maples will be held during the County Administrator's time on the agenda.

9:04 a.m. Public Input – None

ELECTED OFFICIALS & DEPT HEAD COMMENTS:

Ted Schendel, Sheriff, reported that he attended a DEA training at Quantico, Virginia regarding opiates (fentanyl); he did a joint press release with Leelanau Sheriff regarding the bank robberies.

Kyle Rosa, Undersheriff, reported on the K9 dog Dasty – w are moving forward with a new K9 dog and Sgt. Ketz has started a five-week training program; through the K9 fund we were able to get a down payment with a 90-day payoff of the new dog; he stated that the community has come forward with funds; they will apply for MMRMA funds; this dog is coming with a written guarantee.

Dan Smith, Jail Administrator, reported regarding courtroom security and the purchase of shock vests to be worn under clothing for the defendants.

Doug Durand, Council on Aging, reported their fiscal year ends September 30, 2016; they will be merged with Benzie Home Health Care on October 5—he signed the Articles of Incorporation today. Fall clean-up has begun; they have started getting contracts in order for snow removal; they have been collaborating with BACN, Veterans Affairs and others for services; they should end the fiscal year with a surplus.

COMMISSIONERS

Page 2 of 7

September 27, 2016

Bob Roelofs, Veterans Affairs, said thank you to the board for their support in Veterans Affairs; the Veterans Memorial is coming along; Veterans Day, October 11, at 2:00 p.m. there will be ceremony at the new Memorial site. He stated that the committee is doing very well.

Frank Post, Emergency Management, stated that the LEPC has approved some Bylaws and asks the Board for approval – he stated that they do not need to go to the Secretary of State or the published in the paper.

Motion by Carland, seconded by Walterhouse, to approve the LEPC Bylaws as amended, adding Central Dispatch to the Membership. Roll call. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke

Emergency Management Program Grant 2017 Work Agreement: Motion by Walterhouse, seconded by Carland, to approve the 2017 Emergency Management Performance Grant Work Agreement, authorizing the Chairman and the Emergency Management Coordinator to sign on behalf of Benzie County. Roll call. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

Ron Berns, 911 Central Dispatch, VHF radio purchase – Motion by Walterhouse, seconded by Bates, to authorize the Central Dispatch Advisory Board to pursue other financial options for financing of fire & ems system, and come back to the finance committee. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

Animal Control report for August, 2016 received.

Amy Bissell, Register of Deeds, reported that the revenues in the Deeds office are up this year; she also reported that as President of the Registers' Association this year, they held their annual conference at Crystal Mountain and that brought 110 people to Benzie County, with some saying they will come back; October 1, 2016 there will be a fee restructuring.

COMMISSIONER REPORTS

Comm Carland reported that he attended a conference at Shanty Creek – MIGEMIS – regarding IT; he also attended the MAC conference last weekend and while there he attended a session on corrections – the diversion programs; he saw a demo of a phone system for this building last week; this Friday he will be going to Lake Leelanau with Mitch to discuss IT; the Airport Authority is moving along; you have until October 3 to complete the Broadband survey on-line.

Comm Bates stated that he attended the Almira Township Meeting – they are looking at health insurance for their full time employees; he attended the ALS meeting; Platte Township meets quarterly so they will meet the first week of October, as well as Lake Township.

Comm Walterhouse reported that he attended the MAC Conference at Boyne – the House and Senate will be reviewing tax issues; AWL met on September 20 and will buy a washer for the ACO, the ACO will also have the septic pumped; Council on Aging met on September 21; Parks & Rec met on September 26 and they are looking at fixing the road to Point Betsie; he attended the Joint Planning Commission meeting with Homestead & Inland townships – there was talk regarding marijuana.

COMMISSIONERS

Page 3 of 7

September 27, 2016

Comm Tucker stated that she has not been to a lot of meetings, but she likes the way we are headed; we need to keep moving forward.

Motion by Tucker, seconded by Bates, to complete the County Administrator's 1-year review by November 22, 2016. Roll call. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse
Nays: None Exc: Warsecke Motion carried.

Comm Sauer stated that he attended the VCAT meeting and the main topic was suicide rates for veterans; Blaine Township will be hold a Public Hearing on September 29 at 7 p.m. regarding a Zoning Ordinance; he attended the MAC conference which had some great sessions.

Comm Griner reported that he will be attending an AES board meeting at Crystal Mountain at 4 p.m.; the Chamber of Commerce met and stated there is one more year on the EDC money which was turned over to the Traverse City group – about \$1 million that can be lent first to Benzie County businesses; the Iron Fish Distillery has opened – they are about one mile into Springdale Township from Benzie County; he also went to Boyne to the MAC conference and has attended the Frankfort and Crystal Lake Township meetings.

Tim McGuire, Executive Director, Michigan Association of Counties (MAC)

Talked about Sam Eberly, one of the first members of the board of trustees for MAC W/C board; now we have Frank Walterhouse that serves on that board; they have requested \$3.1 million dividend from the State of Michigan to return to the counties; means since 2008 \$295,000 has been returned to Benzie County. I am here to get your feedback regarding the Michigan Association of Counties. I try to get around to every county each year and is heading to the UP next week. Legislation – 3 – 4 years ago they worked to get the revenue sharing back to 100% funding for the counties and we have done that together with a 1% increase; handed out a packet of information and there is a list of legislative priorities for the association; this a member-driven organization and we are here for you to help transmit that message. He discussed the Cunningham case, Dark Store issue; MSU Extension new commissioner schooling.

Comm Carland asks MAC to help with the legislation HB 5118 of 2015 regarding Mental Health funding.

Mitch Deisch asks for MAC to help in minimizing the number of Act 312 eligible units.

10:20 a.m. Break

10:27 a.m. Reconvene

COUNTY ADMINISTRATOR'S REPORT – Mitch Deisch

- The HVAC – air duct cleaning has been done.
- He attended the MAC conference – very educational in learning county government.
- He will be attending the MERS conference with Gary Sauer on Wednesday and Thursday.
- He will be attending the VanDussen vs Benzie County et al settlement conference today at 11:00.
- Maples – Kathy Dube has reported that there is no license yet and they will not move people into the building – it will be an interesting conversation.
- Chairman Griner stated the he feels we will see a report coming as waiver-free; he was there when the inspection was done by Ed Hale and he stated that it was safer now.

COMMISSIONERS

Page 4 of 7

September 27, 2016

- Comm Sauer stated that he agrees, the building has to be opened – there is no other alternative.

Motion by Griner, seconded by Carland, to the Benzie County Board of Commissioners would like to formally request the DHHS Board provide a legal position which would allow them to not move residents into the new Maples facility once the Certificate of Occupancy has been received, within seven days of receipt of the Certificate of Occupancy. Roll call. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

Motion by Bates, seconded by Carland, to authorize the County Administrator to make budget transfers between departments to balance the 2015-16 budgets for all funds. Roll call. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

Buildings & Grounds Consent:

Motion by Walterhouse, seconded by Tucker, to approve the September 14, 2016 Buildings and Grounds Consent Calendar item #1 as presented. Roll call. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

FINANCE

Bills: Motion by Carland, seconded by Walterhouse, to approve payment of the bills from September 14, 2016 to September 27, 2016 in the amount of \$1,337,599.99, as presented. Roll call. Ayes: Bates, Carland, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Motion carried.

Michelle Thompson, County Treasurer, stated that delinquent taxes are in her office effective September 16 and are down 6% from last year; there is one remaining foreclosed parcel which will be offered to the Village of Thompsonville; they are working on rolling out a 3-year dog license – she will prepare a resolution for adoption by this board to allow her to sell the 3-year license.

Finance Consent Calendar:

Motion by Walterhouse, seconded by Tucker, to approve the September 13, 2016 Finance Committee Consent Calendar items 1-10 as presented. Roll call. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

HR AND PERSONNEL – None

COMMITTEE APPOINTMENTS – None

ACTION ITEMS

2016-17 Budget: Motion by Walterhouse, seconded by Sauer, to adopt the 2016-17 Budget as amended, substituting the Solid Waste budget for new pages showing the correct wages. Roll call. Ayes: Bates, Carland, Griner, Sauer, Tucker and Walterhouse Nays: None Exc: Warsecke Motion carried.

11:04 a.m. Commissioner Sauer and Mitch Deisch excused to attend settlement conference in the Circuit Court.

COMMISSIONERS

Page 5 of 7

September 27, 2016

Appendix A: Motion by Walterhouse, seconded by Bates, to adopt Appendix A Elected Officials salaries as presented. Roll call. Ayes: Bates, Carland, Griner, Tucker and Walterhouse Nays: None Exc: Sauer and Warsecke Motion carried.

Appendix B: Motion by Bates, seconded by Tucker, to adopt Appendix B Appointed Officials' salaries for 2016-17 as amended, changing the solid waste coordinator wage to \$36,000. Roll call. Ayes: Bates, Carland, Griner, Tucker and Walterhouse Nays: None Exc: Sauer and Warsecke Motion carried.

Appendix C: Motion by Bates, seconded by Walterhouse, to adopt Appendix C Per Diem and Mileage as presented. Roll call. Ayes: Bates, Carland, Griner, Tucker and Walterhouse Nays: None Exc: Sauer and Warsecke Motion carried.

Employee Roster: Motion by Bates, seconded by Tucker, to adopt the Employee Roster for FY 2016-17 as presented. Roll call. Ayes: Bates, Carland, Griner, Tucker and Walterhouse Nays: None Exc: Sauer and Warsecke Motion carried.

L-4029: Motion by Walterhouse, seconded by Tucker, to adopt the L-4029 2016 Tax Rate Request as presented, authorizing the Chairman and County Clerk to sign. Roll call. Ayes: Bates, Carland, Griner, Tucker and Walterhouse Nays: None Exc: Sauer and Warsecke Motion carried.

Title IV-D Contract: Motion by Walterhouse, seconded by Bates, to approve the entering into contact with the Department of Health & Human Services and the Benzie County Prosecuting Attorney for child support services, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Tucker and Walterhouse Nays: None Exc: Sauer and Warsecke Motion carried.

MMRMA RAP Grant: Motion by Tucker, seconded by Walterhouse, to approve the application to MMRMA for RAP grant funds for Video IP Recording Upgrade for the Sheriff's Office, authorizing the County Clerk to sign. Roll call. Ayes: Bates, Carland, Griner, Tucker and Walterhouse Nays: None Exc: Sauer and Warsecke Motion carried.

NMCOG Agreement: Motion by Walterhouse, seconded by Carland, to enter into agreement between Northwest Michigan Council of Governments and Benzie County for technical assistance to the Planning Commission for the period January 1, 2017 through December 31, 2017, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Tucker and Walterhouse Nays: None Exc: Sauer and Warsecke Motion carried.

Appropriations Act: Motion by Walterhouse, seconded by Bates, to adopt the Appropriations Act for 2016-17 as presented, authorizing the chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Tucker and Walterhouse Nays: None Exc: Sauer and Warsecke Motion carried.

CORRESPONDENCE

Letter received from the DEQ regarding Soil Erosion Sedimentation Control Program being in approved status.

COMMISSIONERS

Page 6 of 7

September 27, 2016

Motion by Walterhouse, seconded by Carland, to accept the letter from the DEQ regarding the Benzie County Soil Erosion program being in approved status. Ayes: Bats, Carland, Griner, Tucker and Walterhouse Nays: None Exc: Sauer and Warsecke Motion carried.

NEW BUSINESS – None

11:15 a.m. Public Input – None

Comm Tucker excused.

Comm Carland encourages all new commissioners to attend the New Commissioner Training put on by MAC and MSU Extension.

Motion by Carland, seconded by Griner, to adjourn until the October 11, 2016 Regular meeting or the call of the chair. Ayes: Bates, Carland, Griner and Walterhouse Nays: None Exc: Sauer, Tucker and Warsecke Nays: None Motion carried

Roger L. Griner – Chair

Dawn Olney, Benzie County Clerk

INDEX

1. Approved the agenda as amended.
2. Approved the regular session minutes of September 13, 2016 as presented.
3. Approved the closed session minutes of September 13, 2016 as presented.
4. Approved the LEPC Bylaws as amended, adding Central Dispatch to the Membership.
5. Approved the 2017 Emergency Management Performance Grant Work Agreement, authorizing the Chairman and the Emergency Management Coordinator to sign on behalf of Benzie County.
6. Authorized the Central Dispatch Advisory Board to pursue other financial options for financing of fire & ems system, and come back to the finance committee.
7. Approved to complete the County Administrator's 1-year review by November 22, 2016.
8. To formally request the DHHS Board provide a legal position which would allow them to not move residents into the new Maples facility once the Certificate of Occupancy has been received, within seven days of receipt of the Certificate of Occupancy.
9. Authorized the County Administrator to make budget transfers between departments to balance the 2015/16 budgets for all funds.
10. Approved the September 14, 2016 Buildings and Grounds Consent Calendar item #1 as presented.
11. Approved payment of the bills from September 14, 2016 to September 27, 2016 in the amount of \$1,337,599.99, as presented.
12. Approved the September 13, 2016 Finance Committee Consent Calendar items 1 - 10 as presented.

COMMISSIONERS

Page 7 of 7

September 27, 2016

13. Adopted the 2016-17 Budget as amended, substituting the Solid Waste budget for new pages showing the correct wages.
14. Adopted Appendix A Elected Officials salaries as presented.
15. Adopted Appendix B Appointed Officials' salaries for 2016-17 as amended, changing the solid waste coordinator wage to \$36,000.
16. Adopted Appendix C Per Diem and Mileage as presented.
17. Adopted the Employee Roster for FY 2016-17 as presented.
18. Adopted the L-4029 2016 Tax Rate Request as presented, authorizing the Chairman and County Clerk to sign.
19. Approved the entering into contact with the Department of Health & Human Services and the Benzie County Prosecuting Attorney for child support services, authorizing the chairman to sign.
20. Approved the application to MMRMA for RAP grant funds for Video IP Recording Upgrade for the Sheriff's Office, authorizing the County Clerk to sign.
21. Approved to enter into agreement between Northwest Michigan Council of Governments and Benzie County for technical assistance to the Planning Commission for the period January 1, 2017 through December 31, 2017, authorizing the chairman to sign.
22. Adopted the Appropriations Act for 2016-17 as presented, authorizing the chairman to sign.
23. Accepted the letter from the DEQ regarding the Benzie County Soil Erosion program being in approved status.

BUILDINGS & GROUNDS

September 14, 2016

Page 3 of 3

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

1. To authorize the remodeling at the Council on Aging building at 10542 Main Street, Honor, Michigan.

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

1. To approve \$6,000 from 2015-16 Fund Balance and reduce 2016-17 Fund Balance by that same amount for purchase of video recording system for FOC/Juvenile court.
2. To approve the County Child Care Budget for 2016-17 in the amount of \$270,064.00 plus Basic Grant of \$15,000 and amend on October 1, 2016.
3. To amend the 2015-16 Budget for fund 371 Jail Reserve as presented in the amount of \$10,000.00.
4. To amend the 2015-16 Local Corrections Training Fund as presented in the amount of \$1,000.00.
5. To amend the 2015-16 Budget for fund 263 Local Corrections Training Fund as presented in the amount of \$3,000.00.
6. To amend the 2015-16 Budget for 101 General Fund as presented in the amount of \$10,000.00
7. To amend the 2015-16 Budget for 101 General Fund as presented in the amount of \$7,646.55.
8. To amend the 2015-16 Budget for 101 General Fund as presented in the amount of \$1,650.00.
9. To amend the 2015-16 Budget for 249 Building Dept as presented in the amount of 29,673.00.
10. To amend the 2015-16 budget for 269 Law Library as presented in the amount of \$3,097.18.

THE BENZIE COUNTY BOARD OF COMMISSIONERS
October 4, 2016

The Benzie County Board of Commissioners met in a special meeting on Tuesday, October 4, 2016, 448 Court Place, Government Center, Beulah, Michigan. The meeting was called to order by Chairman Roger Griner at 9:00 a.m.

The purpose of the special meeting is to consult with legal counsel regarding VanDussen vs Benzie County et al.

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

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

Agenda:

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

9:01 a.m. Public Input

Eric VanDussen, Benzonia, spoke regarding the settlement option to that will be discussed in closed session and that he is at a loss as to what you are contemplating.

9:06 a.m. Public Input Closed

9:06 a.m. Motion by Sauer, second by Bates, to enter closed session to consult with our attorney regarding settlement strategy in connection with the case of VanDussen vs Benzie County Board of Commissioners and Benzie County Sheriff Ted Schendel, file number 16-10329-CZ, 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 positions of the county, to include Mitch Deisch, Ted Schendel and Dawn Olney. Roll call. Ayes: Bates, Carland, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Motion carried.

9:55 a.m. Re-Enter Open Session

Motion by Sauer, seconded by Bates, to accept Plaintiff's settlement demands dated September 29, 2016 in the VanDussen vs Benzie County complaint. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Nays: Tucker Motion carried.

Public Input – None

Motion by Bates, seconded by Carland, to adjourn until the October 11, 2016 Regular meeting or the call of the chair. Ayes: Bates, Carland, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Motion carried

Roger L. Griner – Chair

Dawn Olney, Benzie County Clerk

INDEX

1. Accepted settlement demands in VanDussen vs Benzie County.

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

Destroy Date: _____

Closed Session
VanDussen vs Benzie County BOC
Benzie County Sheriff
19th Circuit Court 16-10329-CZ

Elected Officials and Department Head Comments

BENZIE COUNTY VETERANS AFFAIRS COMMITTEE
448 COURT PLACE - BEULAH, MI 49617 - (231) 882-0011

MEETING MINUTES
Monday August 1, 2016, 9:06 AM

Conference Room 206, Government Center, Beulah, Michigan

Present were Committee Members: Chair Bob Roelofs, Members: Art Melendez, Kirt Giddis, Dale Ginzel, Camp Bailey
Also present were: Chuck Lerchen, Gary Sauer, Michelle Thompson

RECEIVED

SEP 26 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

A moment of silence was followed by the pledge of allegiance.

A motion was made to approve the agenda. Motion approved.

A motion was made to approve July 11, 2016 committee meeting minutes. The motion was approved unanimously.

Public Comment: NONE

County Counselor Report (Chuck Lerchen): Discussed some fundamental changes in how the VA delivers health care due to an 18 month study by Congress. Starting in 2017 the VA will start a slow transition (ten-twenty year) out of providing health care for veterans. In the future veterans will be issued a Medicare type card that they will use locally for health care. The VA will eventually start closing their Medical centers.

Administrative input: Michelle Thompson gave the financial report as of August 1, 2016: The Veteran's Relief Fund (293) has an end balance of \$75,423.36. The Veterans Trust Fund (294) End Balance is \$6,433.81. Memorial Fund (Fund 701) End Balance is \$35,140.11.

Old Business: Bob reported on a memorial fund raiser he attended that was put on by Dave Cockran and Rick Rineer. There was a low attendance and \$75.00 dollars was raised.

Benzie Area Veteran's Connection: 501(3)(C) Bob received the paperwork from the state. The next step is to have a meeting to nominate/elect a board officers (5), review organization bylaws, agree on a logo and come up with a mission statement. Board members need not be veterans. A meeting was set to discuss further at the Honor Co Ho festival tent.

Memorial Concrete work: Quote from A Plus Concrete: • Broom finish, \$8,2081.00 • Exposed Aggregate; \$13,377.00 • Stamped \$14,671.00 (no color). • Waiting for a quote from Rodriguez Concrete. Art suggested that we commit to a contractor. The present bid is the best one so far. Elmer's is donating one load of concrete. Art made a motion to contract with A1 Concretes bid of \$13,377.00 for exposed aggregate and \$438.00 for fiber mesh. Camp second the motion. Motion was rocalled: Dale-Yes, Camp-Yes, Art-Yes, Kirt-Yes, Bob-Yes. Motion past.

Sunrise Rotory Grant: Their grant application deadlines are twice a year. Bob Roleofs will drop off a revised application.

Brick and Bench business: (Kirt Giddis) On the bench legs military emblem option the position on the lower portion of the leg was chosen. Bench order from Dan Giddis (Navy Veterans). Motion to approve order contingent on receiving the cost balance.

Camp-motion, Art-second. Rocalled, Dale-Yes, Camp-Yes, Art-Yes, Kirt-Yes, Bob-Yes. Motion past.

Approve bench orders for: Fox Grand Traverse, Bauwer/Wolpe, Arcadia VFW 3314, Danny Nostrand, Bud Wolpe. Motion to approve, Dale. Second Camp. Rocalled, Dale-Yes, Camp-Yes, Art-Yes, Kirt-Yes, Bob-Yes. Motion past.

New Business: September 29th at the Traverse City Coast Guard Station there will be a Welcome Home Vietnam Era Veterans barbeque put on by the Daughters of the American Revolution.

- The Beulah Showcase tent was set up by Bob, Dale and Art. Some cash donations were made. Attendance was moderate.
- Fund raising framed poster was moved from the Honor location to Benzonias' Stapletons corners by Bob and Art.

Mileage, bills and per diem requests:

A motion was made and seconded to pay Art Melendez for 164 miles driving veterans to appointments. Roll called: Art-yes, Bob-Yes, Dale-yes, Kirt-Yes, Camp-Yes. Motion approved and passed. Mileage and per diem. Roll called: Art-yes, Bob-Yes, Dale-yes, Kirt-Yes, Camp-Yes. Motion approved and passed.

- The meeting was adjourned at 10:25am.
- The next Veterans Affairs Committee meeting will occur on Monday September 12, 2016 at 10:00am.

RECEIVED

BENZIE COUNTY VETERANS AFFAIRS COMMITTEE
448 COURT PLACE - BEULAH, MI 49617 - (231) 882-0011

OCT 04 2016

MEETING MINUTES
Monday September 12, 2016, 10:00 AM

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Conference Room 206, Government Center, Beulah, Michigan

Present were Committee Members: Chair Bob Roelofs, Members: Art Melendez, Kirt Giddis, Dale Ginzel, Camp Bailey
Also present were: Chuck Lerchen, Gary Sauer, Michelle Thompson

A moment of silence was followed by the pledge of allegiance.

A motion was made to approve the agenda. Motion approved.

A motion was made to approve August 1, 2016 committee meeting minutes with corrections. The motion was approved unanimously.

Public Comment: NONE

County Counselor Report (Chuck Lerchen): The Supreme Court ruled that the VA has not included veteran owned contractors in their building projects there fore all projects are on hold until the VA is compliance. Another delay on the Traverse City Clinic expansion project. • Operation Cherry Tree; a \$50,000.00 grant was secured from The Grand Traverse Tribe the Grand Traverse County to convince the Congress and the VA to build a VA hospital in the Traverse City area. The crew that is spearheading this effort has no experience working with the VA or veterans groups.

Administrative Input: Michelle Thompson gave the financial report as of September 12, 2016. The Veterans Relief Fund (293) has an end balance of \$74,782.88. The Veterans Trust Fund (294) End Balance is \$5,661.19. Memorial Fund (Fund 701) End Balance is \$34,936.31.

Old Business:

Benzie Area Veteran's Connection: 501(3)(C) Bob received the paperwork from the state. The next step is to have a meeting to nominate/elect a board officers (5), review organization bylaws, agree on a logo and come up with a mission statement. Board members need not be veterans. No meeting date has been set.

Beulah Showcase: Busy day, great location, made some contacts. The Honor Co Ho Festival was very wet but our spirits were high.

Memorial stone progress: Art signed off on a Swensen memorial stone etching proof after some wrangling with their Ohio contractor. Once the laser etching is done the monument stone will be moved to Swensons' Muskegon facility for sand blasting the background.

Memorial Concrete work: Bob Roleofs coordinated the following; The final bid of \$13,375 went to Jerry Thomas Masonry (41 yards).

Bob installed the underground electrical conduit. Randy Olsen of Olsen Electric applied for the electrical permit.

• Bob asked for a motion to pay Jerry Thomas Masonry \$13,375.00 on completion of the memorial site concrete work. Camp made the motion, Art second the motion. Roll called: Art-yes, Bob-Yes, Dale-yes, Kirt-Yes, Camp-Yes. Motion approved and passed.

• Medler Electric quote of \$844.00 for a ten foot lite pole with two LED lights facing down and one facing up for the American flag, a GFI outlet, and a light sensor. Bob will get more information.

• Quote and motion: Conflict Plaques base/stand material \$384.56 not to exceed \$500.00. Bob made the motion, Kirt second.

Roll called: Art-yes, Bob-Yes, Dale-yes, Kirt-Yes, Camp-Yes. Motion approved and passed.

New Business: Memorial site flags; Art purchased four new flags to replace the four that deteriorated. Bob and Art will replace the flags this afternoon.

• September 24, 2016 3:00pm there will be an all American Barb-B-Que put on by the Job Winslow Chapter National Society of the Daughters of the American Revolution. A welcome home to Vietnam Era Veterans. This event will be held at the U.S. Coast Guard Station (Hanger) Traverse City, MI.

• November 11, Veterans Day Memorial Site ceremonies 2pm.

Mileage, bills and per diem requests: A motion was made by Dale and seconded by Camp to pay Art Melendez \$228.00 for four

memorial site flags. Roll called: Art-yes, Bob-Yes, Dale-yes, Kirt-Yes, Camp-Yes. Motion approved and passed. A motion by Dale, Kirt second to pay Mileage and per diem for August. Roll called: Art-yes, Bob-Yes, Dale-yes, Kirt-Yes, Camp-Yes. Motion approved and passed.

- The meeting was adjourned at 11:23am.
- The next Veterans Affairs Committee meeting will occur on Monday October 7, 2016 at 9:00am.

DRAFT

Animal Advisory Board Minutes

Tuesday, September 20, 2016

Roll Call: Present: Frank Walterhouse, Dave Nelson, Kyle Maurer, Doreen Carter, Laura Spaeth, Claudia Lewis, Marilyn Nye, Norma Eason, Mitch Deisch

Moderator: Kyle Maurer, ACO

Call to Order: 1.35pm

Budget:

- This fiscal year BCAC is within the budget - some extra overtime expenses and vet costs, but covered by funds in contingency and or by the AWL
- Budget for next fiscal year will be approved on September 27, 2016

AWL Update:

- Pet friends Magazine stated that Northern lower Michigan and Benzie County are doing much better with pet adoptions – positivity for all Michigan shelters
- Sarah Swanson from Prosecutors Officer stated that they were at the top of the list to receive dog
- Doreen wanted to ask Kyle to wait to hire a different cleaning person since Kate's situation may force her to move back to Russia – Kate, being a very responsible, motivated and loyal person, AWL would hate to lose her
- AWL would like to get a new washer for the shelter – Current washer does not work and is having problems – Kyle will work with Benzie Appliance to get a new washer, AWL would cover the cost – Motion was made and passed for AWL to buy new washer
- Kyle asked AWL for a donation for new mobile radios to be in contact with each ACO and dispatch for safety reasons
- Undersheriff asked AWL for a donation to help fund their K-9 unit – AWL stated that they would help if they see that the funds were insufficient
- AWL will help with the 2 Standard Poodles in the shelter for grooming

Community Cats of Benzie County (CCBC) Update:

- Carol McKee is currently working on 11 colonies and hoping to be done by mid-November - thanks Dr. Dave Nelson for his help with the spay and neuters and also for the use of his clinic
- CCOB has trapped and released a few of the 40 sum feral cats in Bendon and are still working on the rest

Any Other Discussion:

- AWL stated that the majority of the maintenance done on the build is performed by ACO Ed Carter – AWL would like to see him in the meetings as well to give his opinion on such matters

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SEP 26 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

- Kyle stated that the shelter needed to have the septic pumped because of the smell in the building and that he would work with Ed to complete that task
- Kyle stated that the air ducts and the vents needed to be cleaned before winter and that the cat room ducts should have a little more attention throughout the year – Mitch Deisch stated that the Government Center is currently have their air ducts cleaned and for Kyle to get with Rick Morris and see who they are using currently

Flyer for general public:

- Mitch has designed a “flyer” for the general public to understand the budget in Benzie County and how their tax dollars are being spent – He would like to have this accomplished in the near future and have it be available at the Government Center and anywhere the public may gather – This flyer will be a break-down of every county organization such as EMS, Animal Control, Sheriff’s department, ect. and will give statistics of what each organization has done and the overall layout of the year
- Many suggestions were made by the AWL and DR. Nelson about the flyer for the shelter and Mitch stated he would need some accurate numbers from the AWL or the ACO

AWL certificate for persons for Adopt

- AWL has made a certificate in the past for people who have adopted an animal from the shelter. The certificate is a free well-fare check of the animal at the local vet within 2 weeks and it has come to AWL’s attention that the certificates are being used later in the future after an animal may become sick or hurt and people are using the free visit to the vet for that and not the well-fare check – When an animal is to be adopted and a certificate is handed out, the person will need to use the certificate within a 2 week time period.

Next meeting: October 18, 2016

Adjournment: Tuesday September 20, 2016 2:23pm

Commissioner Report

County Administrator's Report

TEHNOLOGY COMMITTEE

September 19, 2016

9:00 a.m.

Members present: Coury Carland and Evan Warsecke
Others Present: Dawn Olney, Mitch Deisch, Maridee Cutler, Frank Post, Paul Anker & Dan Aylward from Abilita the consulting firm that was hired by the county to assist with a new telecommunications system for the Government Center.

Meeting called to order by Commissioner Coury Carland following the presentations by three companies of telephone systems.

Presentations were given by: Wyant (Cisco); Millenia (ShoreTel) and Anavon (NEC)

Following presentations, the committee discussed the systems with Paul and Dan.

Motion by Carland, seconded by Warsecke, to recommend to the Board of Commissioners to enter into contract with Millenia for a new telecommunications system for the Government Center.

The consultants, Abilita, were here and have supported the Technology Committee – this committee has excellent references.

Ayes: Carland and Warsecke Nays: None Motion carried.

Public Input – None

Motion by Carland, seconded by Warsecke, to adjourn at 2:12 p.m. Ayes: All Nays: None
Motion carried.

Dawn Olney
Benzie County Clerk

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

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

DRAFT

Memo To: Benzie County Commissioners
From: Mitchell D. Deisch, County Administrator
Date: October 5, 2016
Subject: Benzie County Government Phone Bids



For the past year Benzie County has actively been working to replace the phones in the Government Center, which have not been updated for 30+ years.

Background

Last October 2015 Benzie County went out for a Request for Proposal (RFP) for a new Cisco phone system. Multiple bids were received, however it was impossible for the new Administration to understand the RFP, submitted bids and why we only went out to bid for Cisco phones.

Thus working with the Commission Technology Committee Benzie County entered into an agreement with Abilita in May 17, 2016 to serve as consultants with the goal of developing an RFP, soliciting bids and assisting Benzie County with the selection of a phone system and vendor. The main difference between Abilita and Wyant who previously assisted the County with the previous phone system RFP, is that Abilita was prohibited from submitting a bid for the phone system. This difference created a process that would assure that the consultant would be completely unbiased in assisting the County with selecting a new phone system.

Phone Bids

A total of 7 bids were received by the RFP due date of July 22, 2016. Abilita reviewed all of the bids and recommend that 3 vendors be interviewed. Each vendor selected represented a different phone system.

Interviews for the phone vendors was held on September 19, 2016 with Commissioner Carland, Commissioner Warsecke representing the Technology Committee. Rounding out the interview panel was the County Clerk, County Treasurer, Emergency Management Manager, 911 Director, Deputy County Administrator, County Administrator and representatives from Abilita. Each vendor made a presentation on their phone system that they bid on supplying to Benzie County. Included in the Abilita analysis was both a 1 year capital cost to purchase and install the phones and a 5 year total costs for operating the new phone systems. The overall cost difference between the 1 year and 5 year costs were remarkably close. The 1 and 5 year costs quotes were as follows:

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DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Firm	Phone System	1 Year Capital Cost and Installation	5 Year Total cost
Anavon Technologies	NEC	\$41,892	\$93,642
Wyant	Cisco	\$45,371	\$97,121
Millennia*	Shoretel	\$48,116	\$99,866

*Millennia has agreed to add 30 of the software clients for no additional costs, which would have been required for the new system. The County's cost would have been \$35.00 each, so Benzie County would save approximately \$1,050. In addition they will set up virtual voice mailboxes for all the Commissioners to use if they wish.

Interview Panel Recommendation

After reviewing the data discussed during the interviews and discussing the 3 vendors with Abilita, it was unanimously recommended that Millennia (Shoretel phones) be recommended to the full Board of Commissioners.

Funding for the initial capital cost and installation will come from the Delinquent Tax Revolving Fund Loan.

Motion

The Phone System Interview Panel along with the Phone Systems Consultant Abilita would recommend that the Benzie County Board of Commissioners award the phone system bid to Millennia in the amount of \$48,116 for the purchase and installation of Shoretel phones within the Benzie County Government Center.

September 28, 2016

Mitch Deisch
County Administrator
Benzie County
448 Court Place
Beulah, MI 49617

Dear Mitch,

As your telecommunications consultant, we have enjoyed working together with you and Maridee to improve telecommunications services and lower costs during the past 4 months. For this project, we were engaged to assist the County replace the existing telephone system. We helped the County issue a Request for Proposals document and evaluated the bids that were submitted by seven local telecommunications firms. After a process that involved presentations by two finalists, we recommend Millennia Technologies for the following reasons:

- The proposed system, the Shoretel Connect, is a proven state of the art telephone system from a world class manufacturer that has been installed in thousands of sites around the country and Millennia has implemented many systems locally.
- Millennia Technologies has a long track record of supporting local businesses and organizations in West Michigan from their Grand Rapids office. They have excellent references and we have worked with them on an installation in Northern Michigan, Manistee County.
- The bid price for Millennia Technologies, while not the lowest Purchase price (\$48,116.88), was within an acceptable range over the first 5 years of ownership. While meeting all of the bid specifications, the company demonstrated ease of use for both end users and ongoing system administration to County management and the Technology Committee at their presentation.
- The Purchase Price includes materials, installation of equipment, on-site training, programming changes for a limited time, with five years of Shoretel hardware warranty, software assurance and service maintenance.

If you have any questions regarding this recommendation, please let us know

Yours truly,

Dan

Dan Aylward
Consultant
Abilita

Paul

Paul Anker
Consultant
Abilita

• Email - panker@abilita.com

• Website - www.abilita.com

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Essential Cost Information	Anavon Technology Group (NEC)	CCI South, Inc. (Toshiba)	Classic Telephone (NEC)	Choicetel (ShoreTel)	Millennia Technologies (ShoreTel)	Spectrum VoIP (Hosted - Yealink)	Wyant (Cisco)
Bid Price	\$41,892.00	\$45,030.78	\$33,822.00	\$50,872.50	\$48,114.88	\$1,886.82 (MRC - 60 month term)	\$45,371.64
Additional 4 Years of Parts & Labor Warranty	Included	Included 5 years of Toshiba Service and Support as well as warranty on the system and telephone sets.	\$4,575.00	\$10,225.88	Included	N/A	Included
Software assurance (or the equivalent)	Included	Included	Included	Included	Included	Included	Included
Revised Quote (includes 5 year Parts & Labor warranty, plus cost of PRI circuit for 5 years)	\$93,442.00	\$96,780.78	\$90,147.00	\$112,848.38	\$99,866.88	\$113,209.20	\$97,121.64
Estimated Monthly Cost after 5 years	\$862.50	\$862.50	\$862.50	\$862.50	\$862.50	\$1,886.82	\$862.50
Support & Vendor Information							
Product	NEC UNIVERGE SV9100	Toshiba IPedgeEC	NEC UNIVERGE SV9100	ShoreTel Connect system	ShoreTel Connect system	Hosted solution with Yealink VoIP phones	Cisco BE6000S
Warranty	The pricing includes 5 year software assurance package and matching hardware support. Additional packages are available at that time.	Included 5 years of Toshiba Service and Support as well as 5 year warranty on the system and telephone sets.	The system includes 1 year NEC hardware warranty, 1 year Classic Telephone Maintenance, and 1 year NEC Software Assurance. Included in the alternate bid is 5 years NEC hardware warranty, 2 year Classic Telephone Maintenance, and 5 years NEC Software Assurance. Added the additional cost of Classic 5 year Parts and Labor support	One Year included, pricing above includes additional years to reflect 5 year cost - ShoreTel offers support that covers ShoreTel provided equipment and software. The support is available without phones covered - this is recommended. The cost of support with phones is not cost effective in terms of replacing phones over time.	included 5 year Partner Support which covers everything but the actual telephones. The phones are warranted for one year and if telephones have issues it is usually within the first 30 days. The ShoreCare Partner support includes free software upgrades and is available 7x24	The phones come with a 12 month manufacturer's warranty. Spectrum offers to extend that out to cover the full term of the contract that the County chooses.	5 year warranty has been quoted
Headquarters Service Site	Traverse City, MI Traverse City, MI	Lansing, MI Lansing or Kalamazoo	Grand Rapids, MI Grand Rapids, MI	Clarkston, MI	Grand Rapids, MI Grand Rapids, MI	Dallas, TX Dallas, TX	Traverse City, MI Traverse City, MI
Handsets - "Receptionist" station	(8) Premium User Licenses for these users. This will give them access to the UC Attendant, white boarding, and application sharing. IP Endpoint for these users: D1820 expanded to 32 buttons	(8) IP5131SDL phones with KMS110 and Toshiba UCCLINT to support a PC and Smart phone application	(8) ITZ-32DG3 (32 button display - gig) phones	(8) ShoreTel IP Phone IP 480G phones (8) Advanced - Operator Client	(8) ShoreTel IP480Gig phones with Advanced Connect Licenses providing drag and drop functionality.	(8) Yealink T29G	(8) Cisco 8851 IP Phones
Handsets - "Standard" station	(54) ITY-8LDX-1(BK)TEL	(54) IP5131SDL phones along with the PC and Smart phone UCCLINT	(54) ITY-8LDX-1 (8 button displayless) Phones	(49) ShoreTel IP480G 10/100/1000 Phones	(54) ShoreTel IP480Gig Phones	(61) Yealink T29G	(54) CISCO CP7841 IP PHONE
Wireless solution (DECT 6.0 phones or equivalent)	(5) JMLC licenses for these users. Multiline Mobile Soft-Phone App.	(2) IPDECT 4100 starter kits include (6) phones and 3 bases	(5) NEC ML 440 IP cordless handset with 4 programmable keys	(5) ShoreTel IP Phone 930D Wireless Phones	(5) Per addendum are included - 3 Base stations including the 930D and 2 additional 930D stand alone.	(5) Yealink W56	Yealink W52P WIRELESS DECT PHONE
Conference Room Phone	(11) Polycom SoundStation IP 6000 with Extended Mics	(11) Polycom IP7000 conference room phone and external mics	(11) Polycom IP 6000 and external mics	(11) ShoreTel IP Phone IP655 conference room phone & external mics	(11) ShoreTel IP Phone IP655 conference room phone & external mics	(1) Yealink CP860	(11) CISCO 8831 WITH MICROPHONES
4.1.4. Spare Telephones	(5) Spare ITY-8LDX Endpoints included.	(5) IP5131SDL phones	(5) ITY-601 - IP phone was included in the quote	(5) ShoreTel IP480G 10/100/1000 Phones	(5) ShoreTel IP480G 10/100/1000 Phones	(5) Yealink T29G	(5) CP7841 IP PHONES ARE INCLUDED
6.3.1 Voice Mail proposed Onboard with the SV9100E	Voice Mail is Pre Configured and Onboard with the SV9100E	Messaging is a built in application of the IPEDGE system all in the same Dell R220 server.	The Univerge iMail solution is an enhanced, in-skin unified messaging system that delivers abundant message storage, large port capacity and all the features users have come to expect.	ShoreTel embedded voice mail software - 62 licenses have voicemail capacity.	ShoreTel embedded voice mail software	VoiceMail is included and voicemail to email is free. This is setup at the installation and can be changed by any user or by contacting Spectrum Support by dialing HELP (4357) on the phones.	Cisco Unified Communications Manager
Voice Mail Ports	16	12	16	Not port oriented	Not port oriented	Not port oriented	24

4.2.1. Unified Messaging	UMA with Voice Mail Messaging is included with the SV9100E	All mailboxes are equipped with Unified Messaging.	Unified Mailboxes have a voicemail box and voicemail to email as a standard feature. Fax to email is not supported on the IMail. The UM8000 is the voicemail platform required for this feature. The UM8000 and fax to email are listed in the options.	The basic solution for messaging (not including EMail) has been equipped with this for 38 users, giving capacity for this feature. The UM8000 is the voicemail platform required for this feature. The UM8000 and fax to email are listed in the options.	Included: Faxing to e-mail will require an on-site Fax Server - cost - \$2,420.00 for a 2 PORT or \$3,140.00 for the 4 port. ShoreTel can also provide a Cloud based Fax Server for \$10.00 a month per profile	Included: click to call in browser windows and Outlook, screen pops in CRM contacts, soft phones on PCs, Apps for smart phones, texting to and from office DID's, soon to roll out IM'ing.	Included
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8/16/2016

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Benzie County RFP Analysis

Anavon Technology Group (NEC)	CCI South, Inc. (Toshiba)	Classic Telephone (NEC)	Choicetel (ShoreTel)	Millennia Technologies (ShoreTel)	Spectrum VoIP (Hosted - Yealink)	Wyant (Cisco)
4.2.2. Desktop software	A full UC Attendant is included for the 8 users designated as needing to handle "Front Desk" transfers and includes full desktop integration. This is included and is available to be added as an upgrade to other users for the same license of \$190 per user.	The SV9100 has basic UC included with a standard user license. Some of these features include highlight dialing, call log and answering a call. For additional UC capabilities such as Presence, mobile presence, Attendant PC control, and chat require the UC iServer blade which is listed in the options and included in the alternate bid.	The solution has been equipped with this capability of this feature for 58 users. Desktop software was indicated as "Desired" for the standard stations. The operators will have access to a desktop software - along with 50 of the standard stations due to the Small Business Edition that was offered as a solution. To extend this feature to the rest of the users, the additional licenses would need to be purchased.	Software is included with the Connect Essentials license. The Essential license will add \$39.00 for each telephone this add also provides Connect Client Desktop Application. Note: The 8 Advanced licenses for the Operators include ShorePhone and Connect client. The system as bid does not include the Connect Client Desktop Application for the Connect Client. From the 8 Operator phones. The add per phone for Connect Desktop is \$39.00 per phone to upgrade to the Essential License which also includes web and app adler, softphone and video.	BLF is included as a feature. IM'ing is a new release that will come out in a few months.	Included - Jabber
4.2.4. "Ad Hoc Recording"	Call recording is programmable and can be activated with one button. This feature is included.	A recording button can be added to any telephone for manual recording into the user's voice mail box.	Yes. This feature is included in the proposal.	Comply- Standard	Included for free and storage is free for 30 days. We can push recordings to an on-site RFP server for indefinite storage.	COMPLY SYSTEM IS CAPABLE OF CALL RECORDING. WE CAN ASSIGN CERTAIN USERS TO HAVE THIS FEATURE
6.9 Training	Training for all users is included in the pricing and will be done by Anavon NEC certified staff.	End user training. Included for all users. System administrator training. Included to up to 3 administrators.	Choicetel will conduct webinars and on-site classroom style training before the Go Live day in order to prepare users for the new phone system. On the day of the turn up of ShoreTel Connect, Choicetel will be on-site for Go Live Support and additional training.	End user training - We have included 7 one hour classes plus train the trainer System administrator training - 4 hours training webinar	End user training - yes unlimited at the time of install and at any other point in time. System administrator training - yes unlimited at the time of install and at any other point in time.	End user training included System administrator training Included
4.1.2 Analog Station Ports and Fax Options	16	16	16	30 (16 with licenses)	16	16
4.1.3 Analog Trunks	8	8	8	8	8	8
4.1.10. Overhead Paging	Included a new Paging solution. A Bogen 3 Zone Amp. Additional wiring may be required at prices listed.	(1) Bogen 35 watt amplifier in the RFP for 1 zone of external paging. We will run 1 cable from the downstairs data room to connect to the existing overhead speaker wiring. The SV9100 has up to 64 internal page zones and up to 9 external page zones can be added with additional amplifiers.	Choicetel believes we will be able to hook up the existing paging system into the ShoreTel solution, but this will not be verifiable until installation. If for whatever reason the paging system is not able to hook up to the system, ShoreTel offers paging over the phone system with multiple zones.	Paging through ShoreTel telephone speakers is standard. We also included a new Bogen 60 Watt Paging Amplifier and 3 Zone adapter in the bid.	Included in quote	COMPLY INCLUDED IN THE PHONE SYSTEM
4.1.12. Music/Advertising on Hold	NEC SV9100E has internal MOH and can receive from an external source, if needed.	There is "canned music built into the system. An option for a message on hold unit was listed in the options.	Premtech - Music on Hold USB Device	We can accommodate MP3 players, AM/FM radios and various Message on Hold sources	Included- customized hold music and the standard generic	COMPLY
4.1.13. Battery Back up	UPS is included for time other that listed in original RFP.	APC included	Included	we included 15-30 minutes UPS	Included	COMPLY
4.1.15. Panic button	Very limited information was provided for this device and the NEC SV9100E may or may not have an onboard solution.	We could create an emergency page button or a button that will call over to the County dispatch to allow 2 way communication to them	This may be able to be integrated a few different ways. This would need to be addressed during a final site survey. Choicetel will make best effort.	Included option of Emergency Notification. 5 or fewer - Alerts up to 5 individuals with desktop screen page - would reduce cost by \$968 if removed	Included	COMPLY. WE CAN PROGRAM THE SOFT KEYS ON THE PHONE TO DIAL 911 OR ACTIVATE AN OPTIONAL ALARM SYSTEM IF IT IS CONNECTED TO THE NETWORK

4.1.19' integration with the Sheriff's phone system	This integration will utilize 4 SIP trunk connections to integrate with Sheriff's system. Will require the CISCO vendor to make program changes to the sheriff site	The quote has 6 SIP trunk channels to allow 4 digit dialing between the 2 locations. Will require the CISCO vendor to make program changes to the sheriff site	We have included 4 SIP trunk licenses in this RFP. We will work with the existing Cisco vendor to integrate the NEC and Cisco systems to have 4 digit dialing between systems. The Cisco will need to have activated SIP trunking on that system.	o In ShareTel, there is an easy way to transfer calls across phone systems. Chancelrel would work with Benzie County to set up "Route Points." These Route Points will have 4 digit dialing that calls may be transferred over to the Sheriff's office.	Included - We are providing a T-1K and 14 SIP trunks to connect to the Cisco system. The Cisco system would need to add this feature capability to their system at their end.	We will set up virtual extensions that can be set up as speed dial buttons on any of the phones. They will dial to the Sheriff's separate system with one button dialing. Anyone can dial the 4 digit extension to reach the Sheriff's office.	COMPLY - Cost is included
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ShoreTel Connect ONSITE



A UNIFIED COMMUNICATIONS SOLUTION THAT EVERY DEPARTMENT CAN LOVE

ShoreTel® Connect ONSITE is easy on IT, delivers great financial returns, and unifies team communication for improved business performance

ShoreTel brings a fundamentally different approach to phone system technology. We focus on your most important assets—your people and their goals—and remove impediments to freeflowing communications so your team can focus on relationships, ideas and growth, not on getting technology to work. The result is a reliable, flexible and intuitive communications platform that seamlessly delivers services and applications that will work for you today and adapt gracefully as your business needs change in the future.

Exceptional User Experience

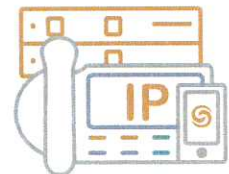
A ShoreTel Connect ONSITE phone system works like any traditional phone system and offers call transfer, extension dialing, conference calling and other features straight from the phone handset and from your mobile device. But to get the most from your ShoreTel system—and from your work force—you'll want your team to access the collaborative **unified communications (UC)** features that can revolutionize the way they work. Instant messaging, audio and web conferencing,

BENEFITS:

- Exceptional user experience
- Robust system features
- Business communications continuity
- Outstanding management interface
- Line of business integration
- Lowest total cost of ownership

Discover the ShoreTel Connect ONSITE video calling and web desktop sharing can difference: an **exceptional user experience** save time, reduce travel, communicate with that presents **robust system features** in an better clarity, and engage participants in a more entirely user-friendly way. Distributed architecture satisfying relationship with your company.

that assures **business communications** To use the UC features, simply launch the sleek **ShoreTel Connect desktop app**, which ultracontinuity. An **outstanding management interface** that saves time and money, and **line** connects people, not just devices, for more of **business integrations** that make time natural and intuitive communications. **Built**and money.



ShoreTel Connect ONSITE
Your company owns, maintains and controls your ShoreTel system

system. productive, ensuring your team will get more

done faster and with less hassle. Communicate how you want, with immediacy and ease—the tools appear in the ShoreTel Connect app panel

A FUNDAMENTALLY DIFFERENT APPROACH TO PHONE SYSTEM TECHNOLOGY AND THE USER EXPERIENCE

as you need them. You never need to launch a new app, or new window, or retrieve a complicate code to make things work.

ShoreTel Connect is the first “forgiving” communications platform. Users can't break or misconfigure it, and it practically holds their hand to take them through call routing or event scheduling. And ShoreTel Connect ONSITE offers the same rich collaborative experience to external customers and clients via the ShoreTel Connect **web collaboration app**, which opens automatically on participants' desktops during online meetings.

Personalized App Features

The ShoreTel Connect app is a next-generation user interface that provides a personalized communications experience by presenting intuitive access to the information you use most.

As users engage the Connect app, the panel slides open to guide what a user might want to do next. Features appear as you need them, and include:

- **Action icons** that trigger calls, video, web sharing, call recording, raise hand, mute self, mute all, and add a participant
- **Contact timeline** that shows all past communication with a co-worker, including a drill down into detail
- **Favorites** to quickly access the people and groups you need most
- **Event wizard** to set up calls and collaborations including presenters, agendas, invitations, and more
- **Call outs** so meeting organizers can call late attendees and conference them into the meeting
- **Agenda timer** that tracks agendas in real time to help participants keep conferences on topic
- **Raise hand** feature to manage conversations with large groups

AN ENTERPRISE-GRADE CONTACT CENTER FOR BUSINESSES OF ALL SIZES

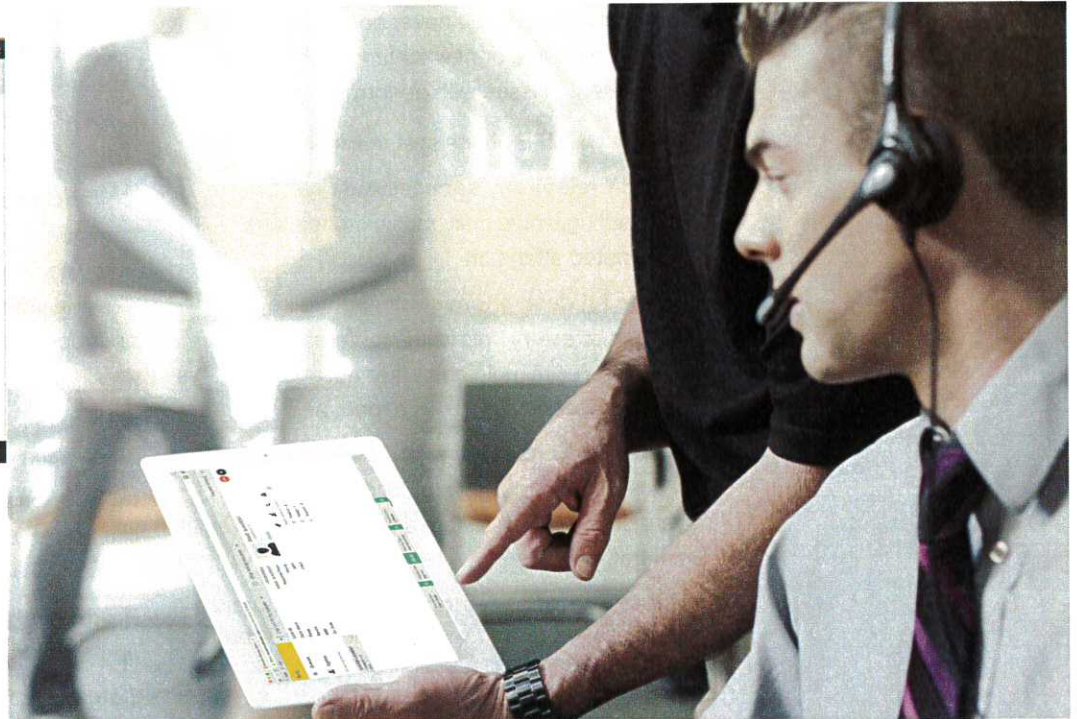
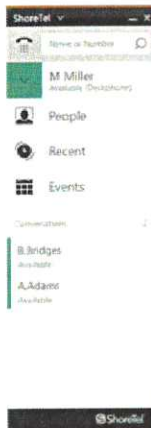
ShoreTel Connect Contact Center is a multi-modal contact center that makes customer engagement easy. Improve the quality of your sales and service with both inbound and outbound call automation; predict and accommodate call volume peaks quickly.

Agents can handle multiple interactions simultaneously with features like web chat, callbacks, and email routing. Supervisors can build complex call queues and IVR scripts in-house, and customizable reports display immediately.

ShoreTel Connect Contact Center is sold separately, and integrates seamlessly with your Connect ONSITE system.

- **Visual audio monitoring** to mute participants who have distracting background noise
- **Integration with Outlook, AD and ICS calendars** for presence, meeting invitations and scheduling

- No VPN required for remote use

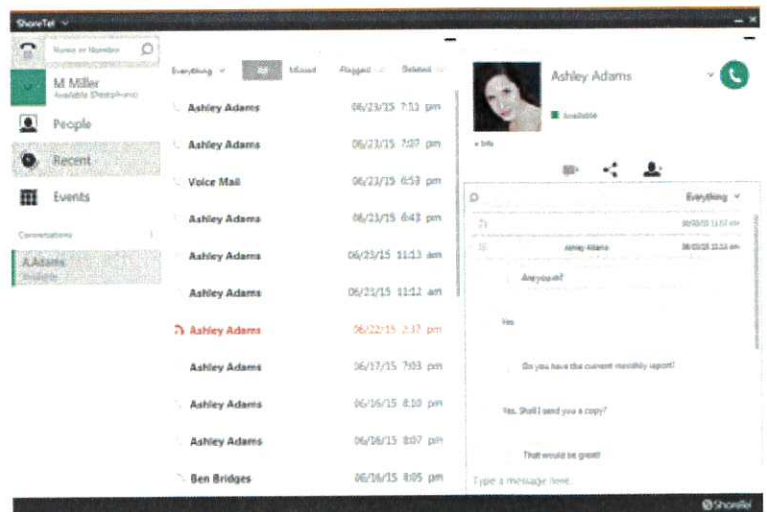
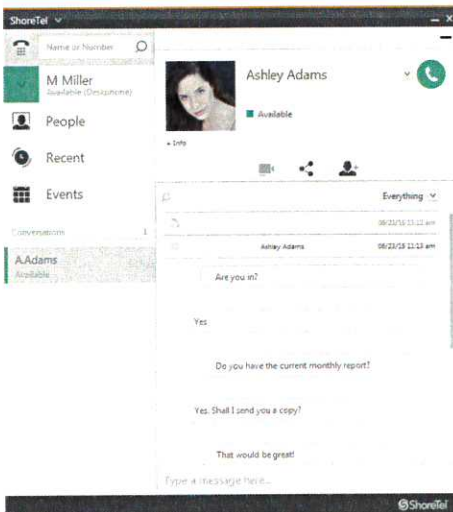


The ShoreTel Connect Experience The ShoreTel Connect app is there when you need it, and stays out of the way when you don't. In its ready state, it is a slim control panel; as you engage its features, the single panel slides open to present communications and collaboration tools that make everyone's workday simpler.

Ready-state features include:

- **Directory** to quickly locate contacts by name or number
- **Personal preferences** to set presence (availability status) and personal call handling

- **People** to view co-worker presence and organize contacts into favorites and groups
- **Recent** to see past communications and collaboration with co-workers
- **Events** to create and schedule meetings, generate alerts and provide one-click access to online meetings, calls and web collaborations
- **Conversations** for quick access to the people you've communicated with most recently



SOLUTION FROM SHORETEL CONNECT PHONES, TO VOICE SWITCHES, TO CALL CONTROL APPLICATIONS, TO NETWORK SERVICES

Like all ShoreTel Connect systems, ShoreTel Connect ONSITE is an end-to-end solution. ShoreTel designs and develops our own phones, voice switch technology, platform software and advanced applications. This ensures that all components are optimized for peak performance; you never need to worry that a system upgrade or new feature might cause an unexpected issue with performance.

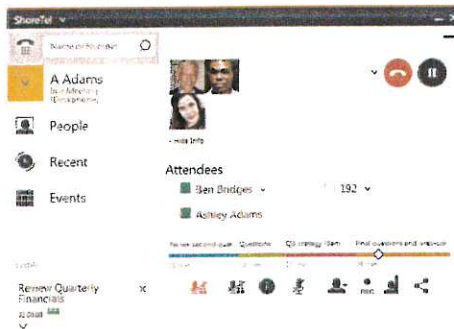
Connect ONSITE phone systems include:

- **IP PBX telephony services**, with call control, call routing, voice mail, music on hold and automated attendant
- **ShoreTel desk phones** with feature keys for system directory, intercom, conference calling, transfer, redial, hold and other options; soft keys for presence status, pick up, park and more
- **ShoreTel Connect desktop app** for PCs and Macs, for user call control, contacts, event scheduling, event history and collaboration suite control
- **ShoreTel Connect mobility app** for Android and iOS mobile and wearable devices, to extend full desk phone call handling and UC

More than simple call forwarding to a user's mobile device, the Connect mobility app includes:

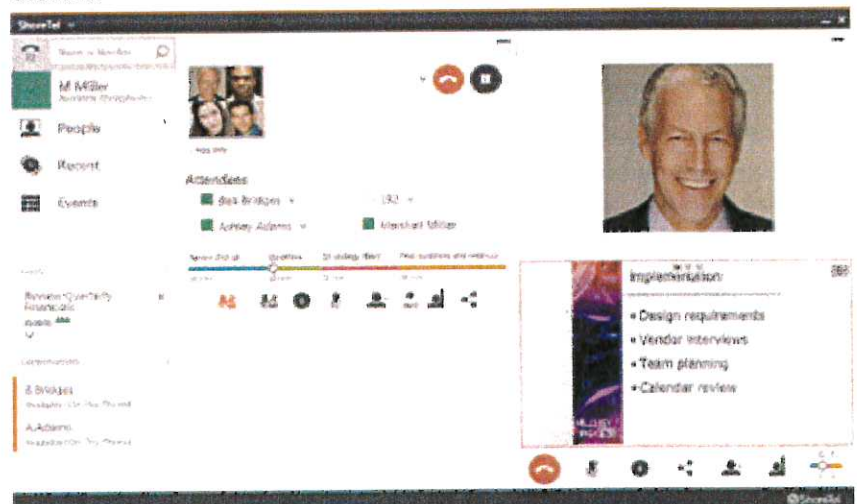
- **one-click "Join" button** for conferences that eliminates dial ins and passcode entries
- automatic Wi-Fi/cellular **call handover**
- **"dual persona"** separation between business and personal calls
- peer-to-peer **video calling**
- **SRTP security** for both voice and UC signals, even in public hotspots.
- **Collaboration suite**: robust unified communications including instant messaging, audio conference calling, web collaboration, desktop sharing, point-to-point video calling and room-based video conferencing
- **Integration with Microsoft Outlook and ICS** calendars for event scheduling and invitation automation
- **Integrations with third-party applications** like ShoreTel for Salesforce®, MS Lync®, NetSuite®, and most popular CRMs
- **Productivity apps** like **operator**, **web dialer**, and **app dialer**
- **Softphone functionality**—add a headset and your computer becomes a phone

ShoreTel Connect during an IM session. Simply click the green "phone" icon to escalate to a call.



When setting up an online meeting, users can create an agenda which becomes a real-time, animated meeting timekeeper for all to see during

When viewing a contact, the Recent tab displays a contact timeline. Filter and display inbound and outbound calls, voicemail messages, and IM sessions.



the call. Online meetings can include peer-to-peer video as well as desktop sharing. It's easy to expand the Connect app view to see video and sharing full screen.

browserbased
“single view” of the
call detail recording
moves/adds/changes

- **ShoreTel Edge**
teleworkers

- **Advanced**

- **Workgroup**
additional call routing

- **ShoreTel Connect**

Ad hoc audio
multi-channel call and



- **ShoreTel Connect Director**, the system administration program that provides a entire system status including individual phones, (CDR), trunk lines, and user account and feature permissions

Additional Connect ONSITE products include:

Gateway, to eliminate VPN login for remote and

Applications like emergency notification, caller directed routing, enhanced IVR campaigns, enhanced contact center reporting and dozens more

functionality for both supervisors and agents for functionality

ONSITE Contact Center

conferencing is easy with ShoreTel Connect for contact center

operations

Business Communication Continuity

If you're like most companies, customer communication is the heart of your business. You can't afford a moment of downtime, especially if you've invested in integrating your line of business apps with your phone system.

If you're seeking fail-proof redundancy that's affordable and easy to manage, the ShoreTel Connect ONSITE modular architecture and simple “**N+1**” **system redundancy** provides automatic back-up for three possible points of failure:

- a WAN outage
- a voice switch outage
- an application server outage.

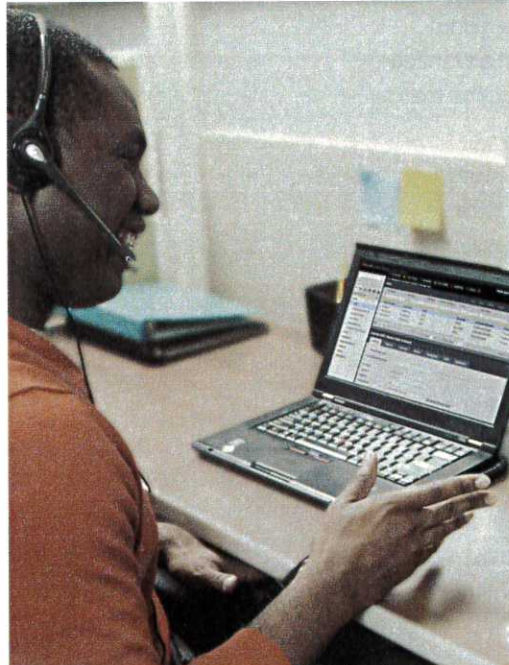
ShoreTel voice switches can operate independently of the network, and your routers and phones are registered locally through the switch to the telco so they'll continue to work. You'll never lose dial tone. You can rest assured that ShoreTel Connect ONSITE is highly reliable, with 99.999% availability.

Outstanding Management Interface

We designed ShoreTel Connect ONSITE to simplify system administration, when compared to products from other on-premises communications providers. Our cross-browser compatible administrative app, ShoreTel Connect Director, delivers a “single image” view of your entire network, no matter how many phones or sites you manage.

Because we've streamlined provisioning, account set up, maintenance, and moves/adds/ changes (MACs), your IT team

will spend far less time thinking about your phones compared to solutions from other vendors—saving your team time and your bottom line money. In fact, ShoreTel Connect ONSITE is so easy to administer that non-technical employees can handle MACs in seconds.



The browser-based ShoreTel Connect Director system management software uses radio buttons to easily set up account and feature permissions,

eliminating redundant and time-consuming configurations.

Line Of Business Integrations

Customer relationships are built on clear communication, and when business managers can measure and assess customer touch points they can improve the quality of their sales and service. When that information is directly integrated with the business phone system, the quality and usefulness is compounded. Your phone system becomes a tool to drive revenue.

ShoreTel Connect ONSITE includes packaged integrations with Outlook®, ShoreTel for Salesforce®, MS Dynamics®, NetSuite®, ACT!®, Zendesk®, desk.com® and other popular LOB apps. ShoreTel offers dozens of additional advanced applications and plug-ins that extend system utility:

- Merge call records with customer records to raise the efficiency of your customer service
- Identify sales trends, and optimize staffing
- Track cost accounting so clients are billed correctly for phone consultations.
- Contact specified phone extensions with custom messages in emergency situations

Lowest Total Cost of Ownership

ShoreTel has an established reputation for long-term cost efficiency built on the strength of our signature

distributed architecture, ease of use, and simplicity of administration. Our communications platform reduces the impact on IT resources, saving companies money.

In the recent issue paper, *Minimizing Costs, Maximizing Value of IP Telephony*, Nemertes Research found that ShoreTel's onsite solutions had both the Lowest First-Year Costs and Lowest Overall Costs among all vendors in their study, which included the major UC brands.¹

Investing Cap Ex in a ShoreTel Connect ONSITE platform creates future benefits by increasing the book value of your company and by reducing long-term costs through amortization and depreciation.

How It Works

ShoreTel Connect ONSITE is designed for optimum call quality and reliability, and it is so easy to deploy that it's practically plug-and-play. Our end-to-end solution includes phones, trunking, voice switches, IP PBX, mobility router, edge gateway, collaboration applications and the ShoreTel Connect apps for desktop and mobile devices.

ShoreTel ST Series Voice Switches

ShoreTel Connect ONSITE typically features a central deployment of ShoreTel ST series voice switches, the 5th generation of ShoreTel's pioneering approach to VoIP architecture. The voice switches aren't servers, they're flashbased appliances that provide the connection between your local telephone companies and your IP network. ShoreTel switches handle call



THE SHORETEL CONNECT ONSITE PRODUCT FAMILY

ShoreTel Connect ONSITE is a complete, end-to-end solution, including the ShoreTel ST Series phone and trunk switches and an array of phone models: (from lower left) the IP 655 for executives and conferencing; the IP 485g color display; the BB424 operator button box; the ShoreTel Dock, which converts any iOS mobile device into a fully featured desk phone; the 930D portable DECT phone with charger; the IP 420 for basic phone functionality and IP 480 and IP 480g for general office use.

control intelligence, including routing tables and database. They're available for SIP, PRI or analog trunking in either solid-state hardware, or virtualized form running on your X86 compliant server.

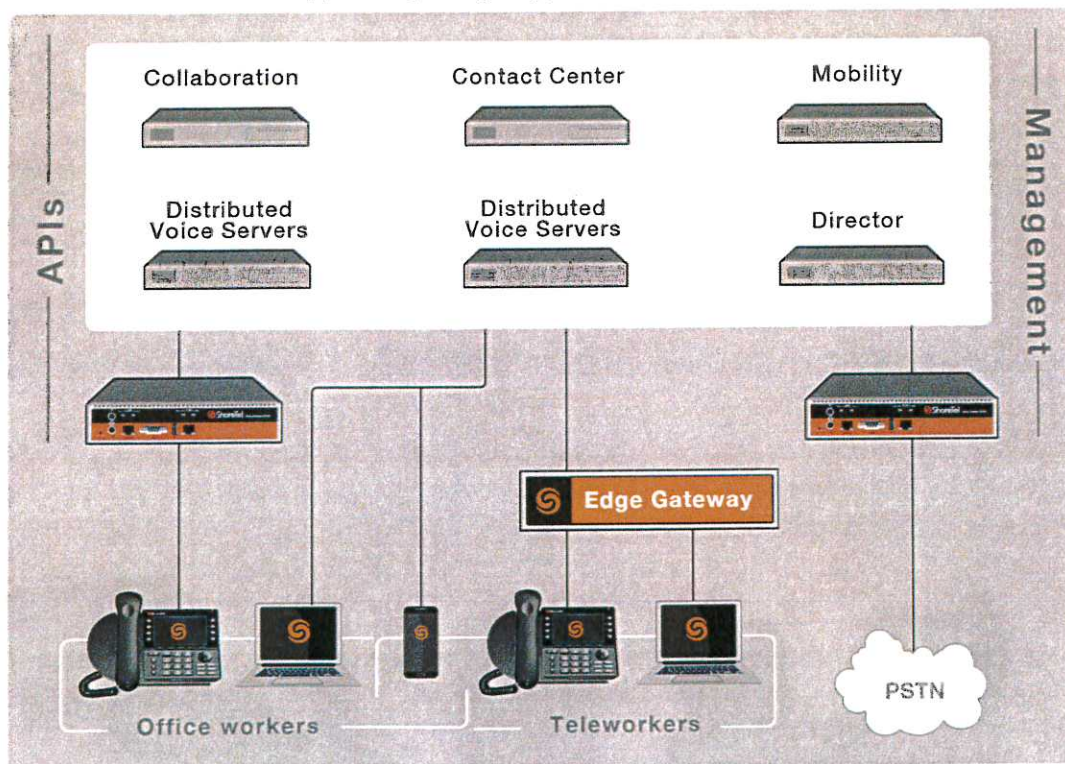
The all-new ST series switches feature two-stage upgrades, built-in conference ports, 500-port IP switches and USB ports for extended logging. They run on Linux DVS and are seamlessly interoperable with Windows DVS, including the OVA image for deployment on virtual machines. There's no need to install or manage the operating system, it's part of the ShoreTel software.

Your switch installation is supported by a single application

systems to work like a single system, managed by a simple web interface. This "single image" architecture makes even huge deployments unbelievably easy to set up and maintain.

ShoreTel Edge Gateway

The ShoreTel Edge Gateway improves access to the ShoreTel Connect system for



SHORETEL CONNECT ONSITE ARCHITECTURE

ShoreTel Connect ONSITE delivers 99.999% availability by distributing call control intelligence across your entire network. Adding a single redundant ShoreTel voice switch ensures call continuity in the event of a WAN outage, a switch outage, or an application server outage.

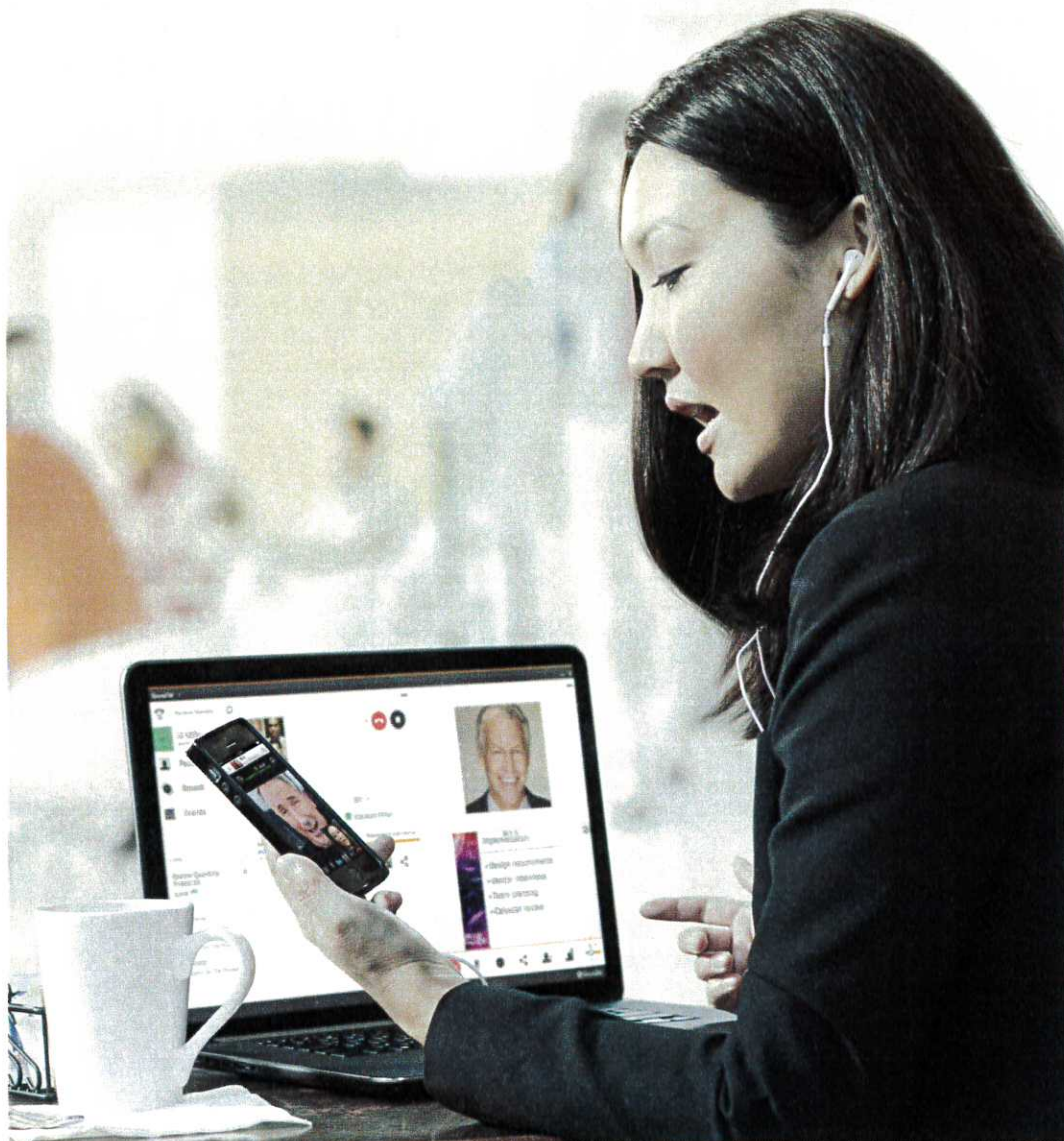
server. No matter how large or spread out your operations may be, one server is all you'll ever need² for your entire ShoreTel system. On that server, you'll run our best-in-class network administration software, ShoreTel Connect Director, and the ShoreTel Connect desktop app.

To provision additional locations, simply add a voice switch to handle the number of phones needed at the new location. ShoreTel uses peerto-peer connectivity to distribute your system's intelligence across all the installed devices. This enables multi-site phone

remote and teleworkers. With the ShoreTel Edge Gateway, there is no need for offsite users to launch a VPN to use ShoreTel Connect, their IP 400 series phones, and/or the ShoreTel Connect ONSITE Interaction Center application. Highly secure and Web RTC compatible, the Edge Gateway is a virtual appliance managed through ShoreTel Connect Director.

THE RIGHT CHOICE FOR EVERY BUSINESS

ShoreTel Connect extends our reputation for simplifying the way companies deploy, manage and maintain unified communications—no matter how many sites you serve.



Want to know
more? Talk to an
expert.

Visit www.shoretel.com/findareseller

and Service Director, Nemertes Research, <https://www.shoretel.com/minimizing-costs-maximizing-value-ip-telephony-issue-paper-nemertes-research> 2 If your company exceeds 10,000 users, a second application server will be required.

ShoreTel. Brilliantly simple business communications.

ShoreTel, Inc. (NASDAQ: SHOR) is a leading provider of brilliantly simple IP phone systems and unified communications solutions powering today's always-on workforce. Its flexible communications solutions for on-premises, cloud and hybrid environments eliminate complexity, reduce costs and improve productivity.

World Headquarters
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Sunnyvale, CA
94085 USA
shoretel.com

1 Minimizing

Costs,

Maximizing

Value of IP

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 ShoreTel

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Memo To: Benzie County Commission
From: Mitchell D. Deisch, County Administrator
Date: October 5, 2016
Subject: COAM Corrections Collective Bargaining Agreement



On September 22, 2016 the Benzie County Collective Bargaining Team (P. Cohl, C. Carland, T. Schendel, K. Rosa and M. Deisch) meet with the COAM Corrections union. A tentative agreement (TA) was reached for a two year contract. The financial terms of the TA were as follows:

1. Section 13.7 On Call Pay – Commencing October 1, 2016, employees who are ordered to be on call shall receive \$160.00 per year, pro-rata based upon the length of twelve (12) months service to be paid each October.
2. Increase MERS contribution from 4% to 6.0%
3. Implement new health insurance changes as approved by the County Commission.
4. Maintain a 12.5% wage differential for Command Officers over the top paid classification they supervise.

Other changes were made to the agreement based upon the splitting of the COAM Corrections union and COAM Command union, removing all references to the COAM Command union.

This TA was ratified by the COAM Corrections union on September 23, 2016

RECEIVED

OCT 05 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Mitch Deisch

From: James Banasiak
Sent: Friday, September 23, 2016 3:35 PM
To: Mitch Deisch
Subject: COAM Corrections

Mitch,

Just wanted to let you know that the union members have ratified the contract for Corrections - Command. If there's anything else you need from me please let me know.

Thanks,

James

Sgt James Banasiak
Instructor/Training Coordinator
Benzie County Sheriff's Office
Corrections Division
505 S Michigan Ave
Beulah, MI 49617
231.882.0052 / 231.392.9078



RECEIVED

OCT 05 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

AGREEMENT

Between

COUNTY OF BENZIE

And

COMMAND OFFICERS ASSOCIATION OF MICHIGAN (COAM)

CORRECTIONS COMMAND UNIT

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

TABLE OF CONTENTS

AGREEMENT 1

ARTICLE I - PURPOSE AND INTENT 1

ARTICLE II - RECOGNITION 1

ARTICLE III - UNION SECURITY 2

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DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

ARTICLE IV - DUES DEDUCTION	2
ARTICLE V - REPRESENTATION	4
ARTICLE VI - MANAGEMENT RIGHTS	6
ARTICLE VII – GRIEVANCE AND ARBITRATION PROCEDURE	6
ARTICLE VIII – SENIORITY	9
ARTICLE IX – PROBATION	11
ARTICLE X – DISCHARGE, DEMOTION AND DISCIPLINE	11
ARTICLE XI – LAYOFF AND RECALL	12
ARTICLE XII – VACANCIES AND TRANSFER	13
ARTICLE XIII – PROMOTIONS	14
ARTICLE XII II V – HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE .	14
ARTICLE XI V – LEAVES OF ABSENCE	17
ARTICLE XVI I – HOLIDAYS	21
ARTICLE XVI I – VACATIONS	22
ARTICLE XVII I – INSURANCE	23
ARTICLE XVI II X – NO STRIKE – NO LOCKOUT	25
ARTICLE XI X – SAFETY AND EQUIPMENT	25
ARTICLE XXI I – WORKER’S COMPENSATION	26
ARTICLE XXI I – UNIFORMS AND EQUIPMENT	26
ARTICLE XXII I – MISCELLANEOUS	27
ARTICLE XXI II V – WAGES	30
ARTICLE XXI V – LONGEVITY	31

ARTICLE XXVI – PENSION	31
ARTICLE XXVII – MEDICAL EXAMS	32
ARTICLE XXVIII – DURATION	32
SIGNATURE PAGE	33
APPENDIX A – WAGE SCALES	34
APPENDIX B – GARRITY	36

AGREEMENT

This Agreement effective this 1st day of October, ~~2013~~ 2016 to September 30, ~~2015~~ 2018, by and between the Benzie County Sheriff and the Board of Commissioners located at Beulah, Michigan, party of the first part and hereinafter termed the "EMPLOYER", and the Command Officers Association of Michigan (COAM), for the Corrections Command Unit, located at 27056 Joy Road, Redford, MI 482391949, party of the second part and hereinafter called the "UNION".

ARTICLE I PURPOSE AND INTENT

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

ARTICLE II RECOGNITION

2.1: The Collective Bargaining Unit. The Employer hereby agrees to recognize the Command Officers Association of Michigan as the sole and exclusive bargaining agent to the extent permitted and required by Act 336, State of Michigan, Public Acts of 1947, as amended, for all the employees employed by the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment:

All full-time Corrections sergeants, corporals, lieutenants, dispatch supervisor* and jail administrator of the Benzie County Sheriff's Office, but excluding: the sheriff, undersheriff, and all other employees.

*The dispatcher supervisor/communications director will be excluded from this bargaining unit after the Dispatch Department changes to a county department not under the Sheriff.

ARTICLE III UNION SECURITY

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

Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement satisfied itself that the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

~~In accordance with the policy set forth under paragraph A of this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union the periodic monthly dues and initiation fees uniformly required of all members, or pay the Union a service fee to be set by the Union in accordance with the applicable provisions of the State and Federal laws. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later. For new employees, the payment shall start thirty-one (31) days following the date of employment.~~

The Union agrees that in the event of any and all claims, liability or litigation against the Employer, its agents or employees, arising out of this provision, the Union will defend, indemnify and hold harmless the Employer, its agents and employees for any monetary award, costs or fees arising out such litigation.

ARTICLE IV DUES DEDUCTION

4.1: Check-Off Authorization Form. During the life of this Agreement, the Employer agrees to deduct the regular payment of the current rate of monthly Union dues and initiation fees, or service fees, as established by the Command Officers

Association of Michigan, from the pay of each employee who voluntarily executes and files with the Employer a proper checkoff authorization form. The following checkoff authorization form shall be used exclusively and shall be supplied by the Union:

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

 Name of Employer Department

EFFECTIVE: _____, 20____. (Next Payroll)

TO:

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

COMMAND OFFICERS ASSOCIATION OF MICHIGAN - COAM 27056
 Joy Road, Redford, MI 48239-1949

SIGNATURE: _____

Mailing Address: _____
 Number Street City Zip

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

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

Deductions for any calendar month shall be remitted to the designated financial officer of the Union not later than the fifteenth (15th) day of each month.

4.4: Duplicate Payments. In cases where a deduction is made which duplicates a payment already made to the Union by the employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.

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

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

4.7: Termination of Employment. The Employer shall not be responsible for Union dues or service fees after an employee's employment relationship with the Employer has ended. The procedure for deduction Union dues or service fees to take into periods of absence due to layoff or leaves shall be governed by the provisions of the Union's Constitution and By-Laws.

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

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

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

ARTICLE V REPRESENTATION

5.1: Stewards. The Employer agrees to recognize one (1) steward elected or appointed by the Union from among employees in the bargaining unit with one or more years seniority for the purpose of processing grievances and/or recognizing nonemployee

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

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

The local president shall serve as the steward and the local vice-president shall serve as the alternate steward.

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

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

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

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

ARTICLE VI MANAGEMENT RIGHTS

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

ARTICLE VII GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

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

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

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

The arbitrator's decision shall be final and binding upon the Union, the Employer and the employees of the bargaining unit.

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

7.5: Grievance Resolution. All grievances which are satisfactorily resolved at the first (1st) and second (2nd) step of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the County Board of Commissioners at its next regularly scheduled monthly meeting before they are binding on the Employer. The time limits set forth in Step 1 and Step 3 of the Grievance Procedure shall be stayed during the period in which such grievance resolutions are referred to the County Board of Commissioners under this section. If the resolution of grievance is disallowed by the County Board of Commissioners, the Union shall have five (5) days following receipt by the Steward of notice of the County Board of Commissioners' action to resubmit the grievance at the arbitration step in the Grievance Procedure held prior to such disallowance. If the grievance is not resubmitted in a timely fashion, it shall be deemed to be withdrawn by the Union.

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

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

ARTICLE VIII

SENIORITY

8.1: Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Sheriff's Office commencing from his last date of hire. Time in grade seniority shall mean the length of continuous service, commencing from the date of the employee's promotion to their particular grade and within their respective division. Seniority within a division will be the basis for considerations such as shift picks, vacation picks, overtime, personal time or other days off as they are applicable.

- A. All full-time employees shall serve an original probationary period of 2080 hours of service, subject to Article IX, sections 9.1, 9.2 & 9.3.
- B. Employees who apply and are selected for employment in another division of the sheriff department will be considered as a new employee within that division but will retain seniority with the county for accumulation of vacation eligibility, longevity pay, vesting and other applicable considerations as they pertain to length of service.
- C. Employees who apply and are selected for a position in another division of a higher wage classification shall be placed on the wage schedule at a rate that is equal to or greater than the currently held

position. Employees who apply and are selected for a position in a lower wage classification shall be placed on the wage schedule at the rate that reflects the employee's total years of continuous service.

8.2: Seniority. The seniority of an employee shall commence from the last date of hire, provided the employee has successfully completed his/her probationary period which is mutually agreed upon between the Union and the Employer or as provided by

this Agreement. An employee shall forfeit seniority and employment for the following reasons:

- A. If he/she resigns, quits or retires.
- B. If he/she is discharged or terminated and the termination or discharge is not reversed.
- C. If he/she has been on layoff status for a period of four (4) years.
- D. If he/she is absent for four (4) consecutive working days without authorization from the Employer.
- E. If he/she fails to return to work on the required date from a leave of absence, vacation or disciplinary suspension. In case of an emergency, up to a seventy-two (72) hour grace period may be allowed.
- F. If he/she is convicted of a felony or pleads guilty or nolo contendere, or to a misdemeanor punishable by one (1) year or more of imprisonment.
- G. If he/she makes an intentional false statement on his/her employment application or on any official police report relating to law enforcement functions (e.g. warrants, complaints and similar documents).
- H. If he/she fails to report to work within ten (10) working days following notification of recall from layoff sent by certified mail, return receipt requested, to his/her last known address.
- I. If he/she has been on sick leave for a period of time in excess of all accumulated sick, vacation, and other credited benefit time.
- J. If a settlement with the employee has been made for total disability.

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

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

ARTICLE IX PROBATION

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

9.2: Representation. Until an employee has completed the probationary period, he/she may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the grievance and arbitration procedure. The Union may represent probationary employees with regard to wages, hours and working conditions, but shall not represent the employees for any of the aforementioned issues. There shall be no seniority among probationary employees.

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

ARTICLE X DISCHARGE, DEMOTION AND DISCIPLINE

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

10.2: Notice of Discipline, Discharge or Demotion. The Employer agrees that no non-probationary employee will be disciplined or demoted without just cause. The Employer further agrees to promptly, upon the discipline or demotion of a nonprobationary

employee, notify in writing the steward of the discipline or demotion and the reasons for the same.

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

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

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

10.6: Garrity. The parties to agree to language to be added to contract. An appendix will be added which will summarize Garrity (see Appendix B).

10.7: Progressive Discipline. It is mutually agreed that progressive discipline for minor offenses should be employed and therefore the employee shall first receive an oral and written warning notice before more severe discipline is issued. The Union acknowledges, however, that a warning notice, whether verbal or written, need not be issued first for major infractions.

ARTICLE XI

LAYOFF AND RECALL

11.1: Layoff. In the event of reduction in the work force, layoffs will occur by classification which shall be by time in that classification (rank), with temporary employees being laid off first. Thereafter, the employees with the least seniority in the classification shall be laid off, unless an employee with more seniority in the classification volunteers. If, as a result of a layoff, an employee is assigned to a lower paying classification, the employee shall receive the pay of the classification to which originally assigned, for the first six (6) months after which time the employee shall revert to the rate of pay of the classification. An employee electing a voluntary layoff shall not have the right at a later date to rescind the election and return to work. His sole right to return to work shall be pursuant to the recall provisions of paragraph 11.2 of this article.

11.2: Recall. When the working force is increased after a layoff, an employee shall be recalled to the classification from which he/she was laid off regardless of assignment in inverse order of layoff, if qualified. If an employee fails to report for work within ten (10) working days from the date of receipt of certified mailing of notice of recall, he/she shall be considered to have quit. If notice is not received by mailing to the last known address, all rights to recall shall be terminated after twenty (20) days from return of the undelivered notice. However, an employee may refuse a temporary recall of less than thirty (30) days when the Employer advises the employee that the recall is temporary without losing subsequent recall rights. This right of recall expires when the employee is on layoff for four (4) years.

11.3: State and Federal Funded Employees. It is recognized that any job or position which is funded wholly or partially by State and/or Federal monies may be terminated upon the cessation of such State and/or Federal funding, and employees affected by such termination may be laid off in accordance with the layoff provisions of this Agreement.

ARTICLE XII VACANCIES AND TRANSFER

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

12.2: Permanent Vacancies. The Employer will fill permanent classification vacancies as soon as possible when need for such action is necessary, as determined and/or

established by the Employer. However, the Employer may make temporary assignments for no more than a one (1) year period.

ARTICLE XIII PROMOTIONS

~~13.1: Promotions. Promotional opportunities for employees will be posted for a minimum period of six (6) days, and employees desiring to be considered for such promotions shall advise the Sheriff in writing. To be considered for promotion an employee must have a minimum of three years service within the division. In making such promotions, the Sheriff will consider the seniority and the qualifications of the applicant. In considering qualifications non-discriminatory written oral examinations will be given, scored and made available to all candidates. Objective analysis such as the applicant's work record, training, and experience will also be evaluated. The Sheriff will have the right to pick between the top two candidates. A promotion list will be in effect for one year after it has been established. The jobs required to be posted under the provisions of the agreement include all promotions within the department excluding Undersheriff.~~

~~13.2: Non-Bargaining Unit Position. In the event a unit employee is promoted to a supervisory or other non-bargaining work position and he elects on or before one hundred and eighty (180) days in the new position to return to his former job in the bargaining unit, he may do so without loss of seniority or benefits. Further, in the event an employee returns to the bargaining unit after fulfilling a non-bargaining unit position beyond the one hundred and eighty (180) days, all seniority accumulated while in the bargaining unit shall not be lost, but such time shall not accrue during the nonbargaining work assignment. Any person having served in this bargaining unit, and serving in a higher office, may be returned to this bargaining unit by the Sheriff at his sole discretion and will be reinstated in the bargaining unit.~~

~~13.3: Promotional Trial Period. All promoted employees shall serve a one hundred and eighty (180) day trial period. Employees may be returned to their previous position at any time during the trial period by the Employer in its sole discretion, and neither the employee so assigned nor the Union shall have recourse through the grievance procedure over such reassignment. The employee may also elect to return to their position without loss of seniority and benefits during this trial period.~~

~~13.4: Job Descriptions. The Union shall be provided copies of any changes to bargaining unit job descriptions.~~

ARTICLE ~~XIV~~ XIII
HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE

134.1: Work Schedule. The regular schedule of an employee's work period shall consist of eighty (80) hours for two week pay periods. The normal work day consists of eight (8) hours inclusive of a paid meal period.

It is recognized and understood that deviations from the regular schedules of work may be necessary and may unavoidably result from several causes, such as, but not limited to, rotation of shifts, vacation, leaves of absences, employee request, and emergencies.

Work Schedule: Work schedule will be for a minimum of thirty (30) days. The schedule will be posted thirty (30) days in advance of implementation. Work schedules shall not be changed except for emergencies without an agreement between management and the employee involved.

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

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

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

134.4: Overtime. All hours worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of time and one-half (1-1/2).

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

- A. An employee may, at his/her option, elect to be compensated at overtime rates in pay for any and all hours worked that by the current

collective bargaining agreement call for premium or overtime compensation rates.

- B. An employee may, at his/her option, choose in lieu of overtime payment in cash and elect to receive compensation for overtime work in compensatory time off. Such time off shall be earned and paid at overtime rates. For example, if an employee works two (2) hours of overtime, and that employee elects to receive compensation in the form of compensatory time off, that employee's compensatory time bank will be credited for three (3) hours toward time off to be taken at a later date. An employee wishing to take time off by using accrued compensatory time must have prior approval from the department head before taking the desired time off. Compensatory time off requests shall not be unreasonably denied. Compensatory time may be accumulated to a maximum of eighty (80) hours (straight time).

134.6: Call-In Overtime. Employees called in two (2) hours or more prior to the start of their regular shift or called back to work after completions of their regular shift shall be guaranteed a minimum of three (3) hours pay at the rate of one and one-half times their straight time hourly rate, inclusive of all court appearances. Continuing work at the completion of a regular shift shall not constitute call in. Call-in assignments shall be made on a rotating basis so that employees within a classification shall have a reasonably equal opportunity for such assignments.

Call-in Coverage for 12 Hour Shifts.

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

effected employees must be in place prior to the open shift. A form will be developed for this purpose.

13.7: On Call Pay. Commencing October 1, 2016, employees who are ordered to be on call shall receive \$160.00 per year, pro-rata based upon length of twelve (12) month service, to be paid each October.

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

134.98: Shift Differential. Employees who do not work a 12 hour shift will be paid a differential of twenty-five cents (\$.25) per hour for all hours worked between 3:00 p.m. and 11:00 p.m. and a differential of fifty cents (\$.50) per hour for all hours worked between 11:00 p.m. and 7:00 a.m. Employees working a 12 hour night shift will be paid a differential of thirty-eight cents (\$0.38) per hour for all hours worked during the night shift. For purposes of computing overtime pay the shift premium is not part of the base rate of pay.

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

134.1140: Divisional Overtime. Command officers will be called first to cover time vacated by command within each division. If the eligible command officers refuse the overtime, the time may then be offered to other officers according to seniority within each division.

ARTICLE ~~XV~~XIV LEAVES OF ABSENCE

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

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

145.3: Seniority During Leaves of Absence. During the period of absence, the employee shall not engage in gainful employment in the same type of work in classifications covered by this Agreement.

Failure to comply with this provision shall result in the complete loss of seniority rights or discharge for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights unless the sick or injured employee's employment is terminated.

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

145.5:

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

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

- C. In the event sick leave time exceeds three (3) days, the Employer may request a certificate from the employee's physician. In cases of suspected abuse, a request may be made in less than three (3) days absence.
- D. The employee may elect annually to cash in at their then effective rate of up to eighty (80) hours of sick leave providing that a minimum

balance of sixty-four (64) accumulated sick hours are maintained. The election shall be made each December 1 and shall be paid that month.

- E. An employee who terminates or is terminated from his/her employment and where necessary provides two (2) weeks written notice shall be paid for their accumulated sick leave up to fifteen (15) days at fifty percent (50%) of their regular pay.
- F. An employee who retires or dies while employed shall be paid in full for accumulated sick leave. Upon the death of the employee, the employee's designated next of kin will receive payment for unused sick leave.
- G. Employees will be paid sick pay based on their regular pay classification at the time when the sick leave was taken.
- H. Short/Long Term Disability.

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

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

- 2. Eligibility. Non-duty sickness and accident benefits shall be payable from the first (1st) day of disability due to accident and from the eighth (8th) day of illness. Employees may use sick time to cover leave time until benefits begin. Employees shall not be eligible for S/A benefits for any period of disability for which they are eligible for and receiving benefits under a disability retirement plan, the Social Security Act or Workers' Compensation. The parties expressly agree that the determination as to eligibility for benefits shall be governed by

the terms of the respective short term and long term disability insurance policies and the insurance carrier's determination in these areas shall be controlling. Benefits shall end when the employee is eligible for social security.

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

Health Care. The County will agree to pay health insurance for up to fifteen (15) months if an employee is on short/long term insurance. The fifteen (15) month maximum is inclusive of FMLA leave time.

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

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

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

Compensation payments. Upon the employee receiving a benefit they shall reimburse the Employer the appropriate amount by signing over the appropriate check or, in the case of underpayment, the Employer will make them whole according to the relevant contract provisions.

5. Workers' Compensation First Week. When an employee becomes injured or ill on the job so as to qualify for Workers' Disability Compensation and such injury or illness is of seven (7) days or less and is of insufficient duration to trigger the payment of Workers' Compensation payments, the Employer agrees to compensate the employee for any lost pay or benefits resulting from the work-related injury or illness. This coverage shall be limited to the areas of: auto accidents, assaults, attempted rescues/assists.
6. Payment in Lieu of Health Care. The County will agree to continue to pay employees who are receiving pay in lieu of health care who are on short/long term insurance for up to fifteen (15) months.

~~14~~5.6: Funeral Leave. All full-time members covered by this Agreement may be allowed three (3) days paid leave not to be deducted from sick leave for purposes of participating in the arrangements and funeral of an immediate family member. One (1) day must be used to attend the actual funeral to be eligible for paid leave. "Immediate family" is defined as the following: mother, father, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, all other in-laws, grandparents of both the member and his/her spouse and a member of the employee's household. If the funeral is held five hundred (500) miles or more away from Beulah, Michigan, one (1) additional day will be granted. An employee may elect to take two (2) additional days provided that said days are chargeable to sick leave.

ARTICLE ~~XVI~~XV HOLIDAYS

~~15~~6.1: Recognized Holidays. All regular employees will be credited with eighty (80) hours of future holiday leave with new employees being prorated based on their date of hire.

New Year's Day

Thanksgiving Day

Memorial Day

Christmas Day

Independence Day

Labor Day

Christmas Eve Day

Veteran's Day

Easter Sunday

New Year's Eve

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

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

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

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

ARTICLE ~~XVII~~ XVI VACATIONS

167.1: Vacation. Employees hired before October 1, 2011, with the required seniority shall earn vacation leave with pay in accordance with the following schedule:

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

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

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

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

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

ARTICLE ~~XVIII~~XVII INSURANCE

178.1: Hospitalization - Medical Coverage.

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

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

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

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

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

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

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

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

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

178.3: Equivalency. The parties agree that the County may provide medical or dental insurance equivalent to the options listed in Section 178.1 A and B.

Retiree Health Supplement.

178.4: The County will pay \$175 a month toward the health insurance costs of any current member who retires who was employed during the period from January 1, 2002 until December 31, 2003. The contribution toward health insurance will remain in effect for the retiree until he/she receives Social Security/Medicare benefits.

178.5: Life Insurance. The Employer agrees to pay the full cost for a Twenty-Five Thousand Dollars (\$25,000.00) life insurance policy for all employees with accidental death and dismemberment.

178.6: Liability Insurance. The Employer agrees to notify the Union if it is changing from its liability coverage with its current carrier, and if such change occurs, the Union may request to negotiate regarding the same. A copy of the liability coverage will be provided annually to the Union president.

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

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

ARTICLE ~~XIX~~XVIII
NO STRIKE - NO LOCKOUT

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

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

ARTICLE ~~XXXIX~~ SAFETY AND EQUIPMENT

1920.1: Safety and Equipment. The Union agrees to cooperate with the Sheriff in maintaining the premises and equipment. The Union further agrees to follow all safety rules and practices. It shall be the obligation of each employee to report any defects in equipment no later than the end of his shift. The Sheriff or his representative will inspect any equipment reported to be defective as soon as possible and promptly cause necessary repairs to be made.

1920.2: Committee on Safety & Equipment. The parties to this Agreement shall establish a Joint Equipment & Safety Committee consisting of one (1) representative of the Union, one (1) representative of the Sheriff and one (1) representative of the Chairman of the Board of Commissioners. All safety ideas and complaints will be handled by the Joint Safety Committee. A written safety code shall be prepared and published by the Joint Safety Committee and will contain regulations to take immediate effect.

ARTICLE ~~XXIX~~ WORKER' S COMPENSATION

204.1: Workers' Compensation. Each employee will be covered by the applicable

Workers' Compensation Laws and the Employer further agrees that an employee, if eligible for Workers' Compensation benefits, will receive, in addition to his Workers' Compensation benefits, an amount to be paid by the Employer sufficient to make up the difference between the Workers' Compensation benefits received and his/her regular weekly income based on forty (40) hours. The Employer's subsidy will terminate one (1) year following the commencement of Workers' Compensation benefits. There will be no loss of sick time during this period. The subsidy under this section will terminate at such time that the County is advised by the County Workers' Compensation carrier or Administrator that the County's supplemental payments must be coordinated with Workers' Compensation payments. The Employer will be notified in writing of this condition.

ARTICLE ~~XXII~~XXI UNIFORMS AND EQUIPMENT

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

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

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

ARTICLE ~~XXIII~~XXII MISCELLANEOUS

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

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

[Change not TA'd but does not apply to Corrections Command unit]

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

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

223.5: First Aid Kits. The Employer will furnish first aid kits for each patrol vehicle.

[Change not TA'd but does not apply to Corrections Command unit]

~~23.6: Detective Assignment. Any employee who works on a regularly scheduled assignment by the Sheriff on a plain clothes detective assignment shall receive a voucher for \$600.00 worth of clothing allowance on an annual basis, prorata as to time put in.~~

223.67: Prisoner Transport. In the event bargaining unit employees are utilized to transport prisoners, all prisoners that are considered dangerous shall be transported by two (2) employees. When any prisoner is transported in excess of one hundred (100) miles by unit employees, the transport shall be made by two (2) employees. It is recognized by the parties that any member of the collective bargaining unit may be utilized for prisoner transports. It is also expressly recognized by the parties that nothing in this Subsection shall be deemed to limit the right of the Sheriff to have prisoners transported by other non-bargaining unit persons. Including, but not limited to, the Sheriff, the Undersheriff, Departmental Correction's Officers, and other law enforcement agencies.

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

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

223.910: Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands

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

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

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

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

~~23.14: Night Patrol. The County agrees that it will not assign a sergeant to work road patrol duties alone for any shift between dusk and dawn.~~

~~23.15: Maintenance of Conditions. The parties agree that all conditions of employment relating to general working conditions shall be maintained at not less than the minimum standard in effect at the time of signing of this Agreement, except that any condition inconsistent with the specific terms of this Agreement shall be superseded by this Agreement.~~

~~23.16: The parties agree that in the event the County Sheriff elects to modify his policy and procedure concerning the "use of Departmental Vehicles" concerning the detective/sergeant, the Sheriff shall provide the Union a copy of any such revisions in advance of the effective date, and the revisions will be a proper subject of negotiations between the parties.~~

~~23.17: The use of department owned vehicles except during regular scheduled duty hours is prohibited. No department owned vehicle will be allowed to be driven to personal homes except during authorized instances.~~

~~Authorized use will include:~~

~~Lunch Breaks
Special Assignments Known in Advance
Appointments Out of County in Early a.m. Hours
Attending Schools
Community Meetings
Returning to Duty Within 8 Hours~~

~~Except for normal breaks – all other requests for use of department vehicles to be driven to personal homes must be authorized by the Sheriff or Undersheriff.~~

~~Personally Assigned Vehicle Program. This program is designed for quicker response time in cases of emergencies. It puts more patrol cars on the road traveling to and from work, giving higher visibility. This in itself helps deter and reduce crime. This program will also result in a reduction of patrol vehicle expenses.~~

- ~~1. — Personally assigned vehicles will be assigned to certified police officers that are off of probation. The Sheriff may assign a PAV to a deputy that is on probation at his sole discretion.~~
- ~~2. — The PAV is to operate only to and from work and during working hours or on official business. The vehicle is not to leave the County other than on official business. You should be prepared to document the use of your PAV outside the County of Benzie. Specifically, the vehicle will not be at a place that serves alcoholic beverages except on official business.~~
- ~~3. — You are not to operate the PAV after consuming alcohol or drugs, except those medications prescribed for you by your physician.~~
- ~~4. — To be assigned a PAV you must be a resident of Benzie County.~~
- ~~5. — The PAV will be inspected monthly and subject to random inspections by your supervisor.~~
- ~~6. — The PAV is to be kept clean inside and out and well maintained.~~

- ~~7. The police radio is to be on at all times while operating the PAV and at an audible level you can hear.~~
- ~~8. An employee with a PAV will be in their vehicle by the start of their shift, in uniform and ready to work.~~
- ~~9. The certified police officers will be responsible to the maintenance of their PAV including oil changes, vehicle upkeep and maintenance.~~
- ~~10. A copy of all maintenance records or bills will be forwarded to the Sheriff's Administrative Assistant or person delegated by the Sheriff.~~
- ~~11. While a PAV is out of service for maintenance or repairs the office will not take another care home unless a supervisor has granted permission.~~
- ~~12. In the event of shortage of PAV vehicles, cars may be temporarily assigned to be left at the Sheriff's Office by seniority, starting with the most junior person.~~
- ~~13. An officer that fails to comply with PAV rules may have their PAV suspended from the program for just cause.~~

~~223.13~~18: Travel Time. In the event an employee is required to travel to training at a location outside of a county not contiguous with Benzie County, at a time outside of their regular work schedule, shall receive compensatory time at the appropriate rate for such travel time.

~~223.14~~19: County Meal/Travel Policy. Full-time employees covered by this Agreement shall be eligible for compensation or reimbursement under the County's meal allowance policy. The Employer shall provide a copy of the policy to the Union as it is updated.

~~223.15~~20: Meal Allowance. Corrections sergeants shall be entitled to the same meal provisions as provided for in the POAM contract ~~S~~section 23.1.

ARTICLE ~~XXIV~~XXIII WAGES

~~234.1~~: Wages. Wages shall be set forth in Appendix A hereto.

ARTICLE ~~XXV~~XXIV

LONGEVITY

~~24~~5.1: Longevity Payments. Employees shall receive longevity payments as a separate check on the first pay period following the employee's anniversary date each year in accordance with the following schedule:

After completion of 5 years \$300.00

After completion of 8 years \$500.00

Beginning the 9th year of service, \$30.00 shall be added for each additional year of service.

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

ARTICLE ~~XXVI~~XXV
PENSION

~~25~~6.1: Pension. The present recognized pension system shall be maintained.

~~25~~6.2: For employees hired before October 1, 2011, the pension plan is the Michigan Municipal Employees Retirement Plan of the State of Michigan (MERS). The current benefit level is the B-3 level with V-B vesting and F-55 (25 years). The Employer shall contribute additionally 1.00% toward the benefit level B-4. The employees shall pay the remaining costs to move from level B-3 to level B-4. The Employer shall provide the MERS F25 rider (25 years of service no age). The employees shall raise their contribution rate to a total of two (2%) percent.

For employees hired on or after October 1, 2011, the pension plan is the Michigan Municipal Employees Retirement Plan of the State of Michigan (MERS). The benefit level is B-2 with 10 year vesting, F-55 and 25 years of service. This does not apply to an employee who is promoted from another unit if he/she was eligible for a better plan under the contract from the other bargaining unit.

Effective October 1, 2013, employees shall contribute an additional 1% over the 2012 contribution (2%) for a total contribution of 3%. Effective October 1, 2014, employees shall ~~contribution-contribute~~ an additional 1% [total increased contribution of 2% over the 2012 contribution (2%)] for a total contribution of 4%.

Effective October 1, 2016, employees shall contribute 6% towards their retirement costs via payroll deduction.

~~26.3: Pension Level. During the life of this Agreement, employees, by a simple majority vote, may elect as a group to purchase a pension improvement E-2.~~

ARTICLE ~~XXVII~~XXVI MEDICAL EXAMS

~~26.7.1:~~ Medical Exams. The Sheriff's Department may require a physical and/or psychological exam by a physician or psychologist, at the Employer's expense, to determine the employee's ability to perform his/her regular duties if the Sheriff has a reasonable basis to question the ability. The employee may obtain a second opinion, at the employee's expense, and in the event that there is a dispute between the Employer's physician and employee's physician, both of these physicians shall select a third physician whose decision shall be final and binding on the parties. The expense of the third physician's opinion shall be split 50/50 by the Employer and the employee, if not covered by the employee's insurance.

ARTICLE ~~XXVIII~~XXVII DURATION

~~27.8.1:~~ Termination. This Agreement shall be deemed to have become effective the 1st day of October, ~~2013~~2016 and shall remain in force and effect up to and including September 30, ~~2015~~2018.

~~27.30.2:~~ To the extent required by MCL 423.215 (7), an Emergency Financial Manager appointed under the Local Government and School District Fiscal Accountability Act (being MCL 141.1501 *et seq*) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. Inclusion of the language under Section 15(7) of the PERA does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise constitutional and/or other legal challenges (including contractual or administrative challenges) to the validating or (1) appointment of the emergency financial manager; (2) PA 4 of 2011 (Local Governmental and School District Fiscal Accountability Act); or (3) any action of an emergency financial manager which acts to reject, modify or termination the contract.

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

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

BENZIE COUNTY SHERIFF

_____, Business Agent

Ted Schendel, Sheriff

BENZIE COUNTY COMMAND OFFICERS
ASSOCIATION – Corrections Command

BENZIE COUNTY BOARD OF
COMMISSIONERS

_____, President

Roger Griner, Chair

APPENDIX A

Section 1. Wage Scales. The annual wage rates below are effective the first pay period on or after the dates indicated: Figure in () is the hourly rate.

~~Effective until March 31, 2014:~~

Road Sergeant	\$51,049
Sergeant/Jail Administrator	(\$24.54)
Corrections Sergeant	\$45,354
	(\$21.80)
Dispatch Supervisor	\$41,932
	(\$20.16)

~~Effective April 1, 2014:~~

Road Sergeant	\$51,560
Sergeant/Jail Administrator	(\$24.79)
Corrections Sergeant	\$45,807
	(\$22.02)
Dispatch Supervisor	\$42,351
	(\$20.36)

~~Effective October 1, 2014:~~

Road Sergeant	\$52,076
Sergeant/Jail Administrator	(\$25.04)
Corrections Sergeant	\$46,265
	(\$22.24)
Dispatch Supervisor	\$42,775
	(\$20.56)

~~Effective~~ Prior to October 1, 2016 ~~April 1, 2015:~~

Road Sergeant	\$52,596
Sergeant/Jail Administrator	(\$25.29)
Corrections Sergeant	\$46,728
	(\$22.47)
Dispatch Supervisor	\$43,203
	(\$20.77)

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

Said differential to be representative of supervisor duties and responsibilities as well as phone calls received off duty to carry out that responsibility.

DRAFT COPY – 10/3/2016

After October 1, 2016:

[Note: Following two sentences were moved from Section 2 below]

Effective 5/1/2011 the wage differential for command officers shall be 12.5% over the top paid classification they supervise.

Should the lower unit's trade wages for other benefits, the command contract may be opened for negotiations on that issue only.

Section 2. Retroactivity. Notwithstanding anything in this Appendix A or in this Agreement between the parties, no retroactive compensation or benefits shall be provided to any employees that separate employment with the County prior to ratification of this Agreement by both parties.

APPENDIX B
POLICE OFFICERS ASSOCIATION OF MICHIGAN

“Constitutional Protection Statement” Garrity

“On _____ (date) _____ (time) _____
_____ at _____ (place) _____

I was ordered to submit this report (give this statement) by _____ (superior officer, name and rank) I submit this report (give this statement) at his order as a condition of employment. In view of possible job forfeiture, I have no alternative but to abide by this order.

It is my belief and understanding that the department required this report (statement) solely and exclusively for internal purposes and will not release it to any other agency. It is my further belief that this report (statement) will not and cannot be used against me in any subsequent proceedings other than disciplinary proceedings within the confines of the department itself.

For any and all other purposes, I hereby reserve my constitutional right to remain silent under the FIFTH and FOURTEENTH AMENDMENT to the UNITED STATES CONSTITUTION AND ANY OTHER RIGHTS PRESCRIBED by MICHIGAN laws.

Further, I rely specifically upon the protection afforded me under the doctrines set forth in *Garrity vs. New Jersey*, 385 U.S. 493 (1967), and *Spevack vs. Klein*, 385 U.S. 551 (1956), should this report (statement) be used for any other purpose of whatsoever kind or description.

WITNESS: _____

OFFICER: _____

Date: _____

Date: _____

FINANCE REPORT

Human Resources (HR) Report

Committee Appointments

Arthur Melendez
453 Lincoln Ave.
Elberta, MI 49628

Benzie County Veterans' Affairs Committee
448 Court Place
Beulah, MI 49617

Date: October 3, 2016

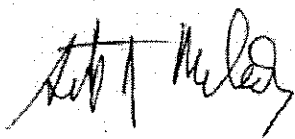
Dear Committee:

It is with regret that I resign my position as member and Secretary of the Benzie County Veterans Affairs Committee. Family and life obligations necessitate that I withdraw from regular committee scheduling for the foreseeable future.

I have enjoyed my association with the Veteran's Affairs Committee and hope you will consider my assistance as a consultant as you move forward in the Veterans Memorial Project. I remain committed to this project and would like to help in seeing it to its completion.

If I can be of help to my successor, I am available by phone or email. Best wishes to all of you. I look forward to continuing to volunteer as needed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Art J. Melendez', with a stylized, cursive script.

Art J. Melendez

RECEIVED

OCT - 3 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

ACTION ITEMS

RICHARD A. BARCLAY
407 Shorewood Drive
Frankfort, Michigan 49635

September 26, 2016

Michelle Thompson – County Treasurer
448 Court Place
Beulah, Michigan 49617

Dear Ms. Thompson:

Enclosed is my Recycling Surcharge Appeal Form requesting an exemption from paying the county recycling fee.

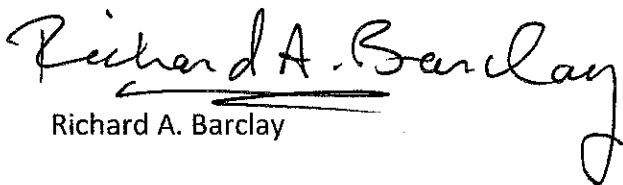
The county's recycling fee is not a tax; it is a fee. Consequently, it should be subject to the characteristics of a fee as outlined in *Bolt v City of Lansing* (See enclosed Citizens Research Council of Michigan document).

One of the essential legal characteristics of a fee is that it is "voluntary in nature." It cannot be assessed involuntarily unless it has been approved by a vote of the people upon whom it is assessed. Therefore, I am asking that you remove the recycling fee from my winter tax bill as I choose not to voluntarily pay it.

If there are any questions or concerns you may call me at 231-352-0234.

Thank you.

Cordially,


Richard A. Barclay

cc: Vance Bates
Corry Carland
Roger Griner
Gary Saurer
Lisa Tucker
Frank Waterhouse
Evan Warsecke

RECEIVED

SEP 29 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

RECYCLING SURCHARGE APPEAL FORM

Date: 26 Sept 2016Name Richard A. BarclayAddress 407 Shorewood DriveFrankfort MI 49635Parcel# 05-001-014-01 Classification ResidentialReason for Appeal I don't wish to pay
this voluntary fee.

Signature of Parcel Owner

Richard A. Barclay

Form must be filed with Michelle Thompson-County Treasurer, 448 Court Place Beulah, MI 49617
and a copy forwarded to Chairman of Solid Waste Advisory Committee.
County Treasurer will forward to County Board of Commissioners for Appeal.

RECEIVED

SEP 29 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

CITIZENS RESEARCH COUNCIL OF MICHIGAN

Outline of the Michigan Tax System – May 2015

MAIN OFFICE 38777 Six Mile Road, Suite 208 • Livonia, MI 48152-3974 • 734-542-8001

LANSING OFFICE 115 West Allegan, Suite 480 • Lansing, MI 48933-1738 • 517-485-9444

http://crcmich.org/PUBLICAT/2010s/2015/Tax%20Outline_ALL.pdf

Taxes vs. Fees. Because of the number and variety of local units of government, it is not practical to place an overall limit on the total revenue of local government in a state. Instead, the Headlee Amendment attempted to limit local tax revenues in two different ways. First, it attempted to control the property tax burden; the primary means of funding local government in Michigan, by limiting net growth in the tax yield on a unit-wide basis. Second, and more significant, it required voter approval for the levy of new local taxes or increasing the rate of existing local taxes. Section 31 of Article IX provides

Units of Local Government are hereby prohibited from levying any tax not authorized by law or charter when this section is ratified or from increasing the rate of an existing tax above that rate authorized by law or charter when this section is ratified, without the approval of a majority of the qualified electors of that unit of Local Government voting thereon. . .

This provision has come under some scrutiny over the question of taxes versus fees. In a 1998 state Supreme Court decision, *Bolt v City of Lansing*, the court laid out three criteria to distinguish a fee from a tax:

1. User fees must serve a regulatory purpose rather than a revenue-raising purpose;
2. User fees must be proportionate to the necessary costs of the service or commodity, and imposed on those benefiting from the right/service/improvement supported by the fee; and
3. User fees are voluntary in nature.

Contrasted with fees are taxes levied by government. By implication, a tax:

1. Is to be levied to raise revenue for the general operation of government;
2. Is to be levied to benefit the general public; and
3. Is compulsory in nature.

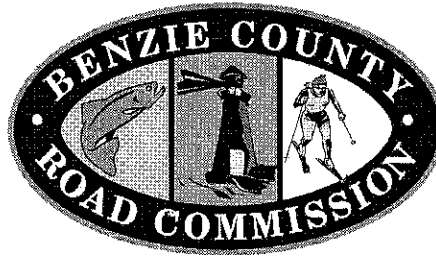
A fee may be thought of as a charge that permits an individual or other entity access to a government service or to a privilege granted by government, whereas a tax simply underwrites the provision of governmental services available to anyone, whether the tax has been paid or not. For example, a toll on a bridge or highway permits a specific individual access to the bridge or highway and is, therefore, a fee. On the other hand, a gasoline tax, which also pays for bridges and highways, confers no special privilege and is, therefore, a tax.

RECEIVED

SEP 29 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

ROBERT ROSA, CHAIRMAN
W. JOHN NUSKE, VICE CHAIR
TED MICK, MEMBER
MATTHEW SKEELS, MANAGER
www.BenzieCRC.org



11318 MAIN STREET
P. O. BOX 68
HONOR, MI 49640-0068
(231) 325-3051
(231) 325-2767 FAX

Your Local Road Professionals

September 29, 2016

Roger Griner, Chairman
Benzie County
448 Court Place
Beulah, MI 49617

Dear Roger,

Enclosed are the maintenance contracts for 2016-17 and our Certificate of Auto Liability Insurance for Government Center Roads and Jail Access Road, and the Betsie Valley Trail. If you decide to approve the contracts, please sign, keep one for your records and return a copy to us.

We will also need a Certificate of General Liability Insurance, naming the Road Commission as an additional insured.

If you have any questions please call.

Yours truly,

A handwritten signature in cursive script that reads "Kathy".

Kathleen A. Jordan
Clerk

RECEIVED

OCT - 3 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

**STATE OF MICHIGAN
CERTIFICATE OF NO-FAULT INSURANCE
FLEET COVERAGE**

The Michigan County Road Commission Self-Insurance Pool certifies that it has issued a policy complying with Act 294, P.A. 1972, as amended covering ALL VEHICLES scheduled as insured on file with the Michigan County Road Commission Self-Insurance Pool.

Name of Insured: Benzie County Road Commission

Address:

P.O. Box 68
Honor, MI 49640

By: 
Authorized Representative

Policy Number: MCRP-1000-AG

Effective: 4/1/2016

Expires: 4/1/2017

PENALTY FOR OPERATION WITHOUT INSURANCE

Michigan Law (MCLA 500.3101) requires that the owner or registrant of a motor vehicle registered in this state must have insurance or other approved security for the payment of no-fault benefits on the vehicle at all times. An owner or registrant who drives or permits a vehicle to be driven upon a public highway without the proper insurance or other security is guilty of a misdemeanor.

An owner or registrant convicted of such a misdemeanor shall be fined not less than \$200.00 nor more than \$500.00, or imprisoned for not more than 1 year, or both.

A person who supplies false information to the Secretary of State or who issues or uses an invalid certificate of insurance is guilty of a misdemeanor punishable by imprisonment for not more than 1 year, or a fine of not more than \$1,000.00 or both.

This form may be presented as evidence of insurance.

**Claims Telephone Number
(800) 842-6013**

Benzie County Road Commission

Government Center Roads and the Jail Access Road Maintenance

This Contract, made and entered into this ____ day of _____, 2016, by and between the Benzie County Board of County Road Commissioners, hereinafter referred to as the "Board", and the Benzie County Board of Commissioners, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the County has affirmatively found that contracting with this Board for winter service in maintaining the Government Center roads and the Jail Access Road within its jurisdiction is in the best public interest;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings of the parties, it is agreed as follows:

ORGANIZATION, EQUIPMENT, AND FACILITIES

1. The Board shall provide personnel, equipment, and facilities to maintain the County's road and provide the services required under the terms of this contract.

SCOPE OF WORK

2. The Board shall perform maintenance work under the direction of the "County" or its representative. The Board may refuse to provide service if, in the Superintendent's judgment, adequate personnel and/or equipment are not available.

INTEGRATION OF WORK

3. The Board shall furnish personnel and equipment as needed to perform maintenance on the Government Center roads and the Jail Access Road as conditions warrant.

SUPERVISION

4. The Board hereby designates Matthew Skeels, or others, functioning in the same capacity as Manager, hereinafter referred to as "Manager", who shall supervise maintenance on all roads.

WAGE SCHEDULE

5. Wages paid by the Board for work on the Government Center roads and the Jail Access Road shall be in accordance with the current labor contract. Wages of other

employees not covered above and employed by the Road Commission shall be fixed by the Board in accordance with its regular salary schedule.

The County shall reimburse the Board for direct labor overhead costs on all labor costs properly chargeable to the County including but not limited to holiday pay, workers' disability compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave.

MATERIALS TO BE ACQUIRED

6. Materials necessary for the performance of this contract will be purchased by the Board. A five percent (5%) handling and storage charge may be added to the purchase price of all materials requiring inside storage or special care.

SCOPE OF CONTRACT

7. It is declared that the work performed under this contract is a governmental function which the Board performs for the County. This contract does not confer jurisdiction upon the Board over the roads encompassed by this contract. This contract may not be construed to confer even temporary or concurrent jurisdiction of the Board over these roads. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of the County is herein intended. The parties hereto further declare that this contract is not made for the benefit of any third party.

INDEMNIFICATION

8. The County agrees to indemnify, defend, and save harmless the Board, its officials, employees, and agents from and against all loss or expense (including costs and attorney fees) by reason of any liability asserted or imposed upon the Board, its officials, agents, or employees for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the work described herein, whether such injuries to persons or property is due or claimed to be due, to the negligence of the County, the Board, or its officials, employees, or agents.

INSURANCE

9. A. The Board agrees to furnish a Certificate of automobile liability insurance, which shall be in compliance with the No-Fault Automobile Insurance laws of the State of Michigan.

B. The Board shall comply with the Michigan Worker's Disability Compensation Law as to all employees performing work under this contract.

C. The County agrees to provide a certificate of insurance naming the Board as an additional insured.

EQUIPMENT RENTAL

10. The Board will use the equipment rental rates as furnished by Michigan Department of Transportation.

OVERHEAD

11. A ten percent (10%) overhead charge shall be applied to all labor, equipment, and material charges.

STATEMENT OF CHARGES

12. The County agrees to pay in accordance with the terms of this contract. The Board will bill the County on a monthly basis.

TERM OF CONTRACT

13. The term of this contract is from October 1, 2016 through September 30, 2017.

TERMINATION OF CONTRACT

14. This contract may be terminated by either party during the months of April, May, and June only. Ninety (90) days written notice must be given to the other party prior to the effective date of termination. This contract is terminated by the Board in the event of a strike or other work stoppage.

SECTION HEADINGS

15. The section headings contained herein are for convenience in reference and not intended to define or limit the scope of any provisions of this contract.

EFFECTIVE DATE OF CONTRACT

16. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the Board, and for the County Board; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the Board and the County Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

BOARD OF COUNTY ROAD COMMISSIONERS OF BENZIE COUNTY, MICHIGAN

By: Robert Rosa
Robert Rosa, Chairman

By: W. John Nuske
W. John Nuske, Vice Chairman

By: Ted Mick
Ted Mick, Member

BOARD OF COUNTY COMMISSIONERS OF BENZIE COUNTY

By: _____
CHAIRMAN

Benzie County Road Commission

Betsie Valley Trail Maintenance

This Contract, made and entered into this ____ day of _____, 2016, by and between the Benzie County Board of County Road Commissioners, hereinafter referred to as the "Board," and the Benzie County Board of Commissioners, hereinafter referred to as the "County Board."

WITNESSETH:

WHEREAS, the County Board has affirmatively found that contracting with this Board for the maintenance of the Betsie Valley Trail within its jurisdiction is in the best public interest;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings of the parties, it is agreed as follows:

ORGANIZATION, EQUIPMENT, AND FACILITIES

1. The Board shall provide personnel, equipment, and facilities (when available) to maintain the Trail and provide the services required under the terms of this contract.

SCOPE OF WORK

2. The Board shall perform maintenance work under the direction of the "County Board" or its representative. The Board may refuse to provide service if, in the Superintendent's judgment, adequate personnel and/or equipment are not available.

INTEGRATION OF COUNTY AND TRAIL WORK

3. The Board shall furnish personnel and equipment as needed to perform maintenance on the Trail. Personnel and equipment shall be used on the Trail as conditions warrant.

SUPERVISION

4. The Board hereby designates Matthew Skeels, or others functioning in the same capacity as Manager, hereinafter referred to as "Manager," who shall supervise maintenance on the Trail.

WAGE SCHEDULE

5. Wages paid by the Board for work on the Trail shall be in accordance with the current labor contract. Wages of other employees not covered above and employed on the Trail shall be fixed by the Board in accordance with its regular salary schedule.

The County Board shall reimburse the Board for direct labor overhead costs on all labor costs properly chargeable to the County Board including but not limited to holiday pay, workers' disability compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave.

MATERIALS TO BE ACQUIRED

6. Materials necessary for the performance of this contract will be purchased by the Board. A five percent (5%) handling and storage charge may be added to the purchase price of all materials requiring inside storage or special care.

SCOPE OF CONTRACT

7. It is declared that the work performed under this contract is a governmental function which the Board performs for the County Board. This contract does not confer jurisdiction upon the Board over the Trail encompassed by this contract. This contract may not be construed to confer even temporary or concurrent jurisdiction of the Board over the Trail. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of the County Board is herein intended. The parties hereto further declare that this contract is not made for the benefit of any third party.

INDEMNIFICATION

8. The County Board agrees to indemnify, defend, and save harmless the Board, its officials, employees, and agents from and against all loss or expense (including costs and attorney fees) by reason of any liability asserted or imposed upon the Board, its officials, agents, or employees for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the work described herein, whether such injury to persons or property is due or claimed to be due, to the negligence of the County Board, or its officials, employees, or agents.

INSURANCE

9. A. The Board agrees to furnish a Certificate of Automobile Liability Insurance, which shall be in compliance with the No-Fault Automobile Insurance laws of the State of Michigan.

B. The Board shall comply with the Michigan Worker's Disability Compensation Law as to all employees performing work under this contract.

C. The County Board agrees to provide a Certificate of General Liability Insurance naming the Board as an additional insured.

EQUIPMENT RENTAL

10. The Board will use the equipment rental rates as furnished by Michigan Department of Transportation.

OVERHEAD

11. A ten percent (10%) overhead charge shall be applied to all labor, equipment, and material charges.

STATEMENT OF CHARGES

12. The County Board agrees to pay in accordance with the terms of this contract. The Board will bill the County Board on a monthly basis.

TERM OF CONTRACT

13. The term of this contract is from October 1, 2016 to September 30, 2017.

TERMINATION OF CONTRACT

14. This contract may be terminated by either party during the months of April, May, and June only. Ninety (90) days written notice must be given to the other party prior to the effective date of termination. This contract is terminated by the Board in the event of a strike or other work stoppage.

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IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

BOARD OF COUNTY ROAD COMMISSIONERS OF BENZIE COUNTY, MICHIGAN

By: Robert Rosa
Robert Rosa, Chairman

By: W. John Nuske
W. John Nuske, Vice Chairman

By: Ted Mick
Ted Mick, Member

BOARD OF COUNTY COMMISSIONERS OF BENZIE COUNTY

By: _____
CHAIRMAN

CORRESPONDENCE

1

RECEIVED

SEP 26 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Michelle,

I'm sending this thank-you receipt for BACN's portion of the 2% Tribal Funds, in case it will be helpful for your records.

Thank you for your help in this many-layered process, and for getting BACN's check ready so quickly. This represents a huge chunk of funding for us and your help was appreciated! Kelly, BACN



BENZIE AREA CHRISTIAN NEIGHBORS

— a caring community of Neighbors helping Neighbors —

August 31, 2016

County Of Benzie
Benzie County Governmental Center
PO Box 377
Beulah, MI 49617

Dear County Of Benzie:

BACN is so much more than a food pantry and clothing store. More than ever we are realizing that BACN has become a place of second chances.

Many of our Neighbors experienced interrupted high school educations. Sometimes this was due to poor decision-making, and sometimes the interruption was due to life circumstances. Perhaps a parent lost a job, and the teen child had to go to work. Or a divorce or move placed children in a new school system where they were unable to acclimate. Sometimes there is family illness, and schooling for older teens is tabled when they are needed to help care for a family member.

Whatever the reason for the interruption, BACN is here partnering with Northwest Michigan Works to offer GED classes and other adult education assistance. Many Neighbors don't know this until they come in for food or clothing. But once those needs are taken care of, they are able to turn their thoughts to the future, and how they can work toward providing for their families moving forward.

It's tough going back to school when one has a full-time job and children to support. Sometimes getting that diploma can take years instead of months. This year BACN celebrated five high school graduations, and shared in the joy of one woman—a former high school dropout—who at age 32 became a member of the National Honor Society.

Everyone deserved a second chance—a chance to not let their lives be determined by circumstances of their youth. Thank you so very much for your timely gift on August 29, 2016 of \$8,850.86. You have helped open the door to someone's second chance.

In gratitude for opportunity,


Kelly Ottinger
Fundraising Coordinator

RECEIVED

SEP 26 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

*This letter can serve as your receipt.
No gifts or services were received by you in exchange for your gift.
Benzie Area Christian Neighbors is a registered 501(c)(3) non-profit organization.*

**BENZIE-LEELANAU DISTRICT HEALTH DEPARTMENT
BOARD OF HEALTH MEETING**

September 22, 2016
4:00 p.m.

Tentative minutes to be acted upon at the November 17, 2016 meeting.
Meeting called to order at 4:02 p.m. by Chair Griner

Roll Call:

Melinda Lautner, Leelanau Board of Commissioners - present
Marge McCulloch, Leelanau County Member at Large - present
Gary Sauer, Benzie County Board of Commissioners - present
Roger Griner, Chairperson, Benzie County Board of Commissioners - present
A Quorum Was Present

Excused:

Carolyn Rentenbach, Leelanau County Board of Commissioners

Pledge of Allegiance

Dr. George Ryckman, Benzie County Member at Large arrived at 4:03 pm

Administration Present:

Lisa Peacock, Health Officer
Dodie Putney, Director of Administrative Services
Tom Fountain, Environmental Health Director
Michelle Klein, Personal Health Director
Dr. Joshua Meyerson, Medical Director

Approval of Minutes:

Motion: by Sauer, seconded by McCulloch to approve the minutes of the
July 28, 2016 meeting as presented.

Voice vote: 5 yeas Motion carried

Approval of the Agenda:

Motion: by Lautner, seconded by Sauer to approve the agenda as modified.

Voice vote: 5 yeas Motion carried

Public Comment:

None present

RECEIVED

SEP 28 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Health Officer Update-

Peacock commented on the following programs.

- 1. State Innovation Model (SIM):** Handout distributed. The key elements of the model include: Patient Centered Medical Homes, Accountable Systems of Care, and Community Health Innovation Regions (CHIR's). The Northern Health Plan/Northern Michigan Public Health Alliance has been selected as the backbone organization for the Northern Michigan Community Health Innovation Region (NMCHIR). The first organizational meeting of the Steering Committee (see handout) as well as a Site Visit by the State SIM/CHIR team was held on August 25, 2016. The Steering Committee formally adopted the governing structure of the NMCHIR. An Executive Committee will be identified that will function to facilitate input and recommendations to staff and final approval by the Steering Committee of key decisions or approvals. The first order of business will be the development of by-laws, Memorandum of Understanding and Charter that will identify membership, decision-making processes in alignment with Michigan Department of Health and Human Services (MDHHS) requirements as well as development of an Operational Plan.

Peacock answered questions concerning the SIM's steering committee, how the community benefits from the model, implementation timeline, how it effects our region and gave an example of how the model helps filling our community needs. Explained that this is Northern Michigan's blueprint for Health Care, delivered by Governor Snyder and his administration to transform health care delivery in the State. We are one of the five regions that were selected to plan, design and carry out this work to test both methods of health care delivery and methods payment reform.

Questions were also answered concerning Northwest Michigan Health Services Inc. liaisons and dental services.

- 2. Health Department of Northwest Michigan (HDNWM) update:** My position at HDNWM has shifted from Community Health Supervisor to Deputy Health Officer. Nothing will change in my responsibilities for BLDHD but my role at HDNWM will shift to include activities that are actually in greater alignment with the health officer role. I will continue to be involved in many projects that both health departments are involved in and I look forward to shifting some of my current program responsibilities to the growing HDNWM supervisory staff.
- 3. Accreditation:** We are scheduled for our 3 year MDHHS on site review during the week of 9/26. We will be visited by reviewers for most of our main Environmental Health and Personal Health programs during that week. The Directors and staff have been busy preparing to ensure materials are available for the reviewers when they are on site. The Administrative

section is called Powers and Duties and will be reviewed on Tuesday 9/27/16. Board of Health members are welcome to sit in on any part of that day.

4. Regional Insight Software Project: The Netsmart team was on site in Gaylord for several days last month to demonstrate the progress of the MyInsight product as well as discuss details of several individual applications within the product with staff from all agencies. It is very important that each agency participate to ensure that the finished product represents the interests of all involved. We continue to work on the support network that will be needed across the Alliance.

5. Robert Wood Johnson Foundation (RWJF) Center for Public Health Sharing (CPHS) Cross-Jurisdictional Sharing (CJS) grant: Jane Sundmacher from HDNWM, Sarah Oleniczak from DHD #10 and I traveled to the Implementation and Impact Measurement Meeting in St. Louis last week. The Northern Michigan Public Health Alliance was one of 4 groups in the nation funded for this project designed to measure the impact of a successful CJS arrangement. We are working on developing a method to measure impact of shared Community Health Needs Assessment and Planning process in three areas: saved time, saved cost and quality enhancement. The meeting will be followed up with additional support phone calls and site visits from the CPHS team.

6. Benzie Resource Center: Construction began at the end of July. The downstairs EH/Admin space and meeting rooms are nearing completion. The builder anticipates that the lower level will be ready for move in by mid-October. We have weekly conference calls with the builder which serves as a progress update as well as an opportunity to ask questions. The integration team continues to meet regularly to discuss opportunities for process improvement. Dental services continue to be provided in a temporary space.

2. Personnel and Finance Committee Report:

A. Accounts Payable-

Motion: by Sauer, seconded by Lautner to pay the bills in the amount of \$201,436.86.

Roll call vote

Yeas: Lautner, McCulloch, Ryckman, Griner, Sauer **Nays:** None

Excused: Rentenbach **Motion carried**

B. Financial Statements-

Motion: by Sauer, seconded by Ryckman to accept the August 2016 financial statement as presented.

Roll call vote

Yeas: Lautner, McCulloch, Ryckman, Sauer, Griner **Nays:** None

Excused: Rentenbach **Motion carried**

C. Amended Fiscal Year 2016 Budget - Action -

Putney explained key points of amended budget

Motion: by Sauer, seconded by McCulloch to adopt the final amendment 2016 fiscal year budget.
Discussion concerning grand total.

Roll call vote

Yeas: Lautner, McCulloch, Ryckman, Sauer, Griner

Nays: None **Excused:** Rentenbach **Motion carried**

D. Proposed Fiscal Year 2017 Budget - Action -

Putney explained the balanced budget total and appropriations from Leelanau County, benefits, wages, health insurance, contingency.

Motion: by Sauer, seconded by Lautner to accept the presented fiscal year budget for 2017.

Discussion concerning services. Request from Ryckman to present a summary of services once every six months.

Roll call vote

Yeas: Lautner, McCulloch, Ryckman, Sauer, Griner **Nays:** None

Excused: Rentenbach **Motion carried**

E. Environmental Health Fee schedule - Action -

Fountain explained the proposed 2017 environmental health fee schedule and answered questions concerning the fee differences between the counties and body art facility fees.

Requested the new fees become effective November 1, 2016

Motion: by Sauer, seconded by Ryckman to accept the new proposed fees.

Discussion on unreimbursed mandates from the State.

Roll call vote

Yeas: McCulloch, Ryckman, Sauer, Lautner, Griner **Nays:** None

Excused: Rentenbach **Motion carried**

3. Staff Reports:

A. Administrative- Dodie Putney

Putney updated the Board on the revamping of the personnel policy, the remodel project at the Benzie Community Resource Center and phone service contract changes.

Putney also reminded the Board that October 1st is the Health Department's 20th anniversary.

Discussion on IT contracts- health department-wide and county-wide

B. Environmental Health- Tom Fountain

Fountain reported the 2016 beach monitoring program ended on Labor Day weekend. The District had eight Level 2 advisories during the summer. It is believed the composite sample versus the geo-metric mean of three samples resulted in more advisories.

The Watershed Center Grand Traverse Bay has asked the Department for assistance as they write for a D.E.Q. grant to study non-point source pollution into the water shed.

The M.D.E.Q. continues to change staff in Lansing, recently hiring three new employees in the water unit.

Leelanau Clean Water will be mailing several hundred post cards to riparian property owners to encourage them to participate in a survey which emphasizes good property management to protect our surface water resources.

Recently, two birds have been found along Lake Michigan which tested positive for West Nile Virus.

The Michigan Swimmers Itch Partnership was successful in obtaining State money for research. The group will receive \$250,000 per year for three years to fund research on Northern Michigan Lakes. The Leelanau School will be managing these funds.

The septic system in Omena with unresolved problems has been ordered by the County to repair the system. The work should be completed soon and a contractor has been selected.

M.D.E.Q. is hosting a meeting on September 29th to discuss the status of revised total coliform rules. Staff will be attending this meeting to address our local financial and time affects resulting from the new rules. Fountain attended the MALEHA Directors Conference and participated on a panel to discuss the Benzie County and Glen Arbor Township point of sale ordinance.

The Department is investigating a potential groundwater concern in the Village of Honor. A well with elevated chlorides has been discovered. The M.D.E.Q. has established an investigation.

Discussion on the groundwater concern, swimmers itch and E.coli.

C. Personal Health- Michelle Klein

Klein shared the accidental recreational activity injury of our Emergency Preparedness Coordinator.

Klein handed out a draft outreach plan - things we will do to promote our service and an outreach log listing some ways we have reached out in the past.

Klein attended an educational conference on Continuous Quality Improvement (CQI). CQI is a structured program to evaluate how to be more efficient with our resources while increasing the services to our clients.

Klein gave an immunization waiver update.

D. Medical Director- Dr. Joshua Meyerson, MD, MPH

Dr. Meyerson informed the Board that he is Interim Health Officer for District #4.

He updated the Board on Zika virus.

Discussion followed.

Public Comment:

None Present

Board Comments:

Lautner asked if the Health Department has a policy regarding who is our spokes person to the press. Answer: As designated by our Emergency Preparedness Response Plan, Michelle is our public information officer. However, if it is an environmental health issue, Tom Fountain certainly may address it.

Ryckman asked how the Health Department knows if we are doing well or not as far as helping to prevent unplanned pregnancy. Answer: MDHHS can calculate unintended pregnancy rates. There is data available.

Adjournment

Motion: by Griner, to adjourn the meeting.

Voice vote: 5 yeas Motion carried

Meeting adjourned at 5:35 p.m.

Roger Griner, Chair

Kristine Malkowski, Recording Secretary



September 27, 2016

County Of Benzie
448 Court Place
Beulah, MI 49617

Dear County Of Benzie:

Thank you so much for your recent donation. We appreciate your gift and look forward to using it to make a better program for the athletes of Special Olympics Michigan.

Special Olympics offers athletes with intellectual disabilities the chance to improve their ability in many ways. People know us as a sports program but we are much more than sports. We encompass sports, health and wellness through our Healthy Athletes programs, fitness and play through our traditional sports and Young Athlete programs, and inclusion through our unified programs.

Simply put, we transform lives through sports and change communities for the better. Your donation makes it possible for us to offer free health screenings, fitness and competitive sport programs, and unified opportunities for our athletes.

Thank you for your donation to Special Olympics Michigan and over 21,000 athletes statewide. As a volunteer based program located in communities all over Michigan, it means the world to us. Programs are provided at no cost to athletes or their families. Thank you for helping to make a difference. For more information about our programs or events go to www.somi.org or call 800-644-6404.

Sincerely,

Lois Arnold
President and Chief Executive Officer
LA/sg

RECEIVED

OCT - 3 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

	Gift Date:	9/12/2016	Receipt No.	498195
	Total Gift Amount:	\$500.00	Check No.	055585
	Charitable Contribution Amount:	\$500.00		
	Value of Goods/Services Received:			
	Description of Goods/Services:	General Donation		
	Source:	None		

Please join our athletes at the 2016 State Poly Hockey and Unified Bowling Finals that will take place November 12-13, 2016. Unified Bowling will be held at the Royal Scot Lanes in Lansing on November 12, 2016.

State Poly Hockey will be held at Eastern High School in Lansing on November 12-13, 2016.

Special Olympics Michigan

Central Michigan University, Mount Pleasant, MI 48859 Tel (989) 774-3911 Fax (989) 774-3034

www.somi.org Email somi@somi.org Twitter [@spolympicsmi](https://twitter.com/spolympicsmi)

Created by the Joseph P. Kennedy Jr. Foundation for the benefit of persons with intellectual disabilities

4

B.M. N. SIDE BOAT RAMP ELEV. 601.87
